



**City of Columbia City Council
Regular Meeting Agenda
August 14, 2025 - 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
Vacant, Ward 1
Council Member Charlie Huffman, Ward 2
Council Member Cheryl E. Secrest, Ward 3
Council Member Kenny Marshall, Ward 4
Council Member Brian McKelvy, Ward 5**

**Tony Massey, City Manager
Jake Hubbell, 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. 4552 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 99 PARCEL 59.03, LOCATED AT 1221 EAST END STREET, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Conduct the Public Hearing for Ordinance No. 4552.

INFORMATION: The applicant is requesting to rezone property to CD-3 with a concept for future residential development. The concept plan reflects 26 lots on the 10 acre parcel. The Planning Commission reviewed this request at their July 9, 2025 meeting and recommended approval with a vote of six to zero. The required notice of Public Hearing was advertised July 16, 2025 in *Main Street Maury*.

ATTACHMENTS: Staff Report Ordinance 4552 PH, Ordinance No. 4552, Ord 4552 Exhibit A, Ord 4552 Exhibit B, Concept Plan, DS Staff Report.

- 2. PUBLIC HEARING ON ORDINANCE NO. 4553 - AN ORDINANCE TO AMEND ORDINANCE NO. 4487, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE LAND USE DESIGNATION FOR TAX MAP 112 PARCELS 17 AND 18.02 OFF TROTWOOD AVENUE AND FOSTER LANE, FROM RURAL TRANSITION TO SUBURBAN NEIGHBORHOODS - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting to change the Future Land Use Designation for two properties along Foster Lane from Rural Transition (RT) to Suburban Neighborhoods (SN). The northern property, located at Tax Map 112 Parcel 18.02 in Hunters Glen Subdivision, is already in the city limits and zoned to CD-3 (Neighborhood Character District). The property to the south, being Tax Map 112 Parcel 17, is requesting to be annexed and zoned to the

CD-3 zoning district, thus needing a FLU designation amendment to support the zone. The Area of Change policy classifies this area as "Protect". The Planning Commission reviewed this request at the July 9, 2025 meeting and recommended denial by a vote of five to zero with one abstention. The required notice of Public Hearing was advertised July 16, 2025 in Main Street Maury.

ATTACHMENTS: Staff Report Ordinance 4553 PH, Ordinance No. 4553, Ordinance 4553 Exhibit A, Ordinance 4553 Exhibit B, Concept Plan, DS Staff Report.

3. PUBLIC HEARING ON ORDINANCE NO. 4554 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-57, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE BEING TAX MAP 112 PARCEL 17 TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Conduct the Public Hearing for Ordinance No. 4554.

INFORMATION: The applicant is requesting to zone property being annexed to CD-3 (Neighborhood Character District). The CD-3 district has a maximum density of four (4) units per acre. The concept plan reflects future development of residential lots and open spaces on the 86.7 acre parcel of land. The Planning Commission recommended denial by a vote of five to zero with one abstention at the July 9, 2025 meeting. The required notice of Public Hearing was advertised July 16, 2025 in Main Street Maury.

ATTACHMENTS: Staff Report Ordinance No. 4554 PH , Ordinance No. 4554, Ordinance No. 4554 Exhibit A, Ordinance No. 4554 Exhibit B, Concept Plan, DS Staff Report.

4. PUBLIC HEARING ON ORDINANCE NO. 4555 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE CHRIST OUR SAVIOR PLANNED UNIT

DEVELOPMENT AT TAX MAP 51 PARCEL 7.01, BEING 2494 NASHVILLE HIGHWAY - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Conduct the Public Hearing for Ordinance No. 4555.

INFORMATION: The applicant is requesting to amend the PUD master plan by adding a wireless communication monopine to the property along Grove Park Way. The Planning Commission reviewed this request at their July 9, 2025 meeting and recommended denial by a vote of six to zero. The notice of Public Hearing was advertised July 23, 2025 in Main Street Maury.

ATTACHMENTS: Staff Report Ordinance No. 4555 PH, Ordinance No. 4555, Ordinance 4555 Exhibit A, DS Staff Report, Additional Information.

REGULAR MEETING

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION BY MARCUS DUKE OF NEW DAY COMMUNITY CHURCH.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

5.1. PRESENTATION OF PROCLAMATIONS TO THE COLUMBIA ACADEMY 2024-2025 BASEBALL TEAM.

5.2. QUARTERLY PRESENTATION BY WIL EVANS, PRESIDENT OF MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE.

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE JUNE 12, 2025 CITY COUNCIL MEETING.

6.2.ACCEPT LETTER OF RESIGNATION FROM WARD 1 COUNCIL MEMBER DAVENA HARDISON.

ATTACHMENTS: Hardison Resignation Letter.

6.3.APPROVE THE RETIREMENT BENEFITS FOR STEVE MASON. - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: Steve Mason was employed with the City of Columbia from June 13, 2011 to April 27, 2020 and is eligible to begin drawing retirement payments effective January 1, 2025.

ATTACHMENTS: Staff Report Steve Mason.

6.4.APPROVE THE REAPPOINTMENT OF TORI ZEMER DEGHELLA TO THE CITY OF COLUMBIA ARTS COUNCIL FOR A THREE-YEAR TERM THAT BEGAN ON JANUARY 9, 2025 AND EXPIRES ON JANUARY 9, 2028.

RECOMMENDATION: Approve.

6.5.APPROVE THE MAYOR'S APPOINTMENT OF DEBBIE WILES TO THE BOARD OF ZONING APPEALS FOR A THREE-YEAR TERM BEGINNING ON AUGUST 14, 2025, AND EXPIRING ON AUGUST 14, 2028.

RECOMMENDATION: Approve.

6.6.APPROVE THE MAYOR'S APPOINTMENT OF KRISTIN NEWTON TO THE BOARD OF ZONING APPEALS FOR A THREE-YEAR TERM BEGINNING ON AUGUST 14, 2025, AND EXPIRING ON AUGUST 14, 2028.

RECOMMENDATION: Approve.

7 CONSENT AGENDA

7.1.APPROVE DISBURSEMENTS FOR THE MONTH OF JUNE 2025 IN THE AMOUNT OF \$7,235,869.38 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: June 2025 Disbursements.

7.2. APPROVE ANNUAL RENEWAL OF PROPERTY INSURANCE WITH TML PUBLIC ENTITY PARTNERS - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia obtains property insurance coverage through the Tennessee Municipal League's Public Entity Partners (PEP). The policy renewal for property (buildings and contents, computer equipment and mobile equipment) is July 1 of each year. An invoice for property insurance premium renewal has been received from PEP and is due for payment.

The annual premium was \$244,369 for FY 2025, \$197,344 for FY 2024, \$161,591 for FY 2023, and \$152,098 for FY 2022.

The invoice received for FY 2026 totals \$280,057. The value of city assets covered under the proposed policy increased in 2026. The increased valuation is in line with other entities that insure municipal/county governments. The city's property additions to the policy during FY 2025 and FY 2026 exceeded deletions/reductions.

The PEP Board voted not to approve a member dividend credit for FY 2026 (the same as no increase for FY 2025).

A breakdown of cost by fund is as follows:

General Fund	133,820
Sanitation Fund	2,049
Wastewater Fund	<u>144,189</u>
Total	\$ 280,057

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered within the General, Sanitation.

ATTACHMENTS: Staff Report PEP Property Insurance, Copy of invoice dated July 2, 2025.

7. APPROVE THE ANNUAL RENEWAL OF WORKERS' COMPENSATION INSURANCE WITH THE TML PUBLIC ENTITY PARTNERS - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia obtains Workers' Compensation insurance coverage through Tennessee Municipal League's Public Entity Partners (PEP), and the policy renewal is July 1 of each year. An invoice for Workers' Compensation insurance premium renewal has been received from PEP and is due for payment. A breakdown of the annual premium as compared to the previous four (4) years follows:

<u>Fiscal Year</u>	<u>Retention Limit</u>	<u>General</u>	<u>Sanitation</u>	<u>Wastewater</u>	<u>Total Premium</u>
2022	\$500,000	\$89,455	\$9,584	\$6,266	\$105,305
2023	\$500,000	\$79,354	\$8,507	\$5,999	\$93,860
2024	\$500,000	\$116,221	\$10,645	\$8,140	\$135,006
2025	\$500,000	\$95,496	\$9,583	\$8,682	\$113,761
2026	\$500,000	\$106,792	\$10,480	\$8,511	\$125,784

Rates increased from the prior year due to increased claims across the PEP pool, which is responsible for the increased premium amount. No member dividend credit was issued for FY 2026.

PEP administers payment of claims, which is coordinated with the City's HR Department.

The City Council is requested to approve the renewal of City workers' compensation insurance and to authorize payment to PEP in the amount of \$125,784.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered within the General, Sanitation and

Wastewater funds to pay workers' compensation insurance premiums in the amounts of \$106,792, \$10,480 and \$8,511, respectively.

ATTACHMENTS: Staff Report PEP WC Insurance, Copy of invoice dated July 1, 2025.

7.4. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH BIDNET DIRECT IN THE AMOUNT OF \$4,900 - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City has used Vendor Registry for several uses as the electronic solicitation platform as well as for Contract Management. BidNet Direct has recently taken over Vendor Registry and with it brings the same services we already had as well as some improvements. This is a three-year agreement that does include discounts for being an existing customer. The cost over the three years would be \$4,900 for year one, \$5,047 for year two and \$5,198.41 for year three.

CERTIFICATION: The Chief Financial Officer certifies that \$4,900 is budgeted and unencumbered in General Government - Misc.-Other Services.

ATTACHMENTS: Staff Report BidNet , BidNet Order, BidNet MSA.

7.5. APPROVE PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE FOURTH QUARTER OF FY 2025 \$55,000 - 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 2025 budget includes \$270,000 for the City's contribution towards facility operations, or \$55,000 per quarter. An invoice has been received for the fourth quarter of FY 2025, which exceeds \$55,000. 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 \$55,000 is budgeted and unencumbered in General Government-Animal Control. This is a FY 2025 payment and as such will be accrued to the prior period if approved.

ATTACHMENTS: Staff Report Animal Services Q4 Payment, Maury County Animal Shelter Q4 FY 2024-2025.

7.6. 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: August 2025 Surplus.

7.7. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A SIXTY (60) MONTH NO COST CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE FOR THE PROVISION OF ANNUAL FIRE AND BUILDING SAFETY INSPECTION SERVICES FOR PRE-KINDERGARTEN AND KINDERGARTEN THROUGH TWELFTH GRADE SCHOOLS - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: Columbia Fire & Rescue requests approval from City Council to enter into the renewal of a jurisdiction agreement with the

State of Tennessee Department of Commerce and Insurance involving a no monetary obligation between the parties, to conduct one fire and building safety inspection per school within its jurisdiction for each school year. The current contract expires December 31, 2025. The renewal 60-month contract commences January 1, 2026 and concludes December 31, 2031.

ATTACHMENTS: Staff Report State of TN Dept of Commerce and Insurance, State of TN Dept of Commerce and Insurance.

7.8. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND COLUMBIA YOUTH ATHLETIC ASSOCIATION FOR THEIR 2025 FOOTBALL SEASON - WARDS 4 AND 5 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Columbia Youth Athletic Association is requesting the renewal of their Non-Exclusive Use and Occupancy Permit with the City of Columbia to utilize the Eva Gilbert Park's football and softball fields for their upcoming 2025 season.

Columbia Youth Athletic Association offers registration discounts to eligible participants based on the Maury County School System guidelines for those who qualify for free and reduced lunches.

ATTACHMENTS: Staff Report CYAA 2025, CYAA Non-Exclusive Use and Occupancy Permit, CYAA insurance.

7.9. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND COLUMBIA STATE COMMUNITY COLLEGE FOR THEIR 2025 SEASON - WARDS 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Columbia State Community College is requesting an annual Non-Exclusive Use Permit with the City of Columbia to utilize

Ridley Sports Complex for the 2025 season for practices and games. Once approved, the permit will cover their annual facility needs.

ATTACHMENTS: Staff Report CSCC 2025, CSCC Non-Exclusive Use and Occupancy Permit, CSCC Non-Exclusive Addendum 2025.

7.10. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT AMENDMENT NO. 5 OF JOB NUMBER 20199 BETWEEN THE CITY OF COLUMBIA AND LOSE DESIGN FOR PROFESSIONAL SERVICES FOR THE MULTIPLE RENOVATIONS OF THE COLUMBIA AQUATICS AND RECREATION CENTER NOT TO EXCEED \$25,000 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Lose Design, provider of architecture, civil engineering, landscape architecture, and land planning services, offers this contract amendment No. 5 (20199) to extend professional services for the project in Columbia, Tennessee. Columbia P&R is seeking multiple renovations to the Columbia Aquatics and Recreation Center. Lose Design will develop a construction scope based on a budget not to exceed \$25,000. The attached amendment outlines the scope of services and fees for the design and development of construction documents, permitting, bidding and construction administration for the project.

CERTIFICATION: The Chief Financial Officer certifies that \$25,000 is budgeted and unencumbered in Capital Projects - Parks Aquatics and Recreation Center - Professional Services.

ATTACHMENTS: Staff Report Lose Amendment No. 5, Lose Design 20199-1 Contract Amendment No. 5.

7.11. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT AMENDMENT NO. 6 OF JOB NUMBER 20199 BETWEEN THE CITY OF COLUMBIA AND LOSE DESIGN FOR PROFESSIONAL SERVICES FOR WOODLAND PARK TENNIS COURT RENOVATION NOT TO EXCEED \$10,000 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Lose Design, provider of architecture, civil engineering, landscape architecture, and land planning services, offers this contract amendment No. 6 (20199) to extend professional services for the project in Columbia, Tennessee. Columbia P&R is seeking a Woodland Park tennis court resurfacing renovation. The attached amendment outlines the scope of services and fees for the design and development of construction documents, permitting, bidding and construction administration for the project with a budget not to exceed \$10,000.

CERTIFICATION: The Chief Financial Officer certifies that \$10,000 is budgeted and unencumbered in Capital Projects - Parks Administration - Professional Services.

ATTACHMENTS: Staff Report Lose Amendment No. 6, Lose Design 20199-1 Contract Amendment No. 6.

7.12. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE LONG TERM FLOW MONITORING BETWEEN THE CITY OF COLUMBIA AND CSL SERVICES, INC IN THE AMOUNT OF \$96,225 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The project will include installation and ongoing maintenance of 10 wastewater flow meters for a 12 month period in the amount of \$96,225. The primary objective of this effort will be to quantify the wastewater flow at each site. Quarterly reports will be prepared that present the average daily flow, peak daily flow, total monthly flow at each site and rainfall recorded, along with a narrative that describes any significant findings.

CERTIFICATION: The Chief Financial Officer certifies that \$96,225 is budgeted and unencumbered in Wastewater - Pump Stations- Professional services.

ATTACHMENTS: Staff Report CSL Long Term Flow Monitoring 2025-2026, CSL Proposal.

7.13. APPROVE THE PURCHASE OF AN O'BRIEN FLUSHING TRAILER FROM THE HI-VAC CORPORATION IN THE AMOUNT OF \$106,500 USING SOURCEWELL CONTRACT #032824-CER - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Purchase a 7040-SC O'Brien Flushing Trailer from the Hi-Vac Corporation for \$106,500 using Sourcewell Contract #032824-CER. The flushing trailer will replace a flushing trailer currently in our fleet that has aged and in need of replacement.

CERTIFICATION: The Chief Financial Officer certifies that \$106,500 is budgeted and unencumbered in Wastewater - Line Maintenance-Machinery and Equipment.

ATTACHMENTS: Staff Report Hi-Vac Flushing Trailer, Hi-Vac Corporation Proposal.

7.14. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND COMPASS MEDIA IN THE AMOUNT OF \$20,000 FOR A DIGITAL MARKETING CAMPAIGN FOR VISIT COLUMBIA. - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Visit Columbia is contracting with Compass Media for a digital marketing campaign utilizing both Display Advertising and Paid Search integrated into a comprehensive digital marketing strategy for FY26. Visit Columbia will strategically utilize Display Advertising "push" to target demo/geo/interests and Paid Search "pull" to grab users already searching for information, with the primary focus on Display Advertising.

CERTIFICATION: The Chief Financial Officer certifies that \$20,000 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report Compass Media, Compass Media.

7.15. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND TRUE OMNI IN THE AMOUNT OF \$2,000 TO ADD AN AI PERSONALIZATION MODULE TO THE INDOOR KIOSK LOCATED IN THE COLUMBIA WELCOME CENTER - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: True Omni is the industry leader in interactive software & hardware solutions that engage customers. The interactive kiosk in the Columbia Welcome Center provides an integrated, centralized experience for our visitors and this AI Personalization Module will only enhance the visitor experience by utilizing artificial intelligence to create personalized itineraries during their visit.

CERTIFICATION: The Chief Financial Officer certifies that \$2,000 is budgeted and unencumbered in Tourism - Capital Funds and Software Maintenance.

ATTACHMENTS: Staff Report True Omni, TrueOmni Change Order Agreement.

7.16. APPROVE AND AUTHORIZE THE PURCHASE OF (7) DODGE POLICE PURSUIT AWD VEHICLES FROM COLUMBIA DODGE - POLICE DEPARTMENT.

RECOMMENDATION: Approve the purchase of seven Dodge Pursuit AWD vehicles from Columbia Dodge in the amount of \$299,097.75.

INFORMATION: This entire purchase of seven police interceptor vehicles will cost the City of Columbia \$299,097.75

CERTIFICATION: The Chief Financial Officer certifies that \$299,098 is budgeted and unencumbered in Capital Projects - Police - Patrol - Transportation Equipment.

ATTACHMENTS: Staff Report Dodge Police Pursuit Vehicles, Chrysler Dodge Jeep Ram of Columbia Quote, State Wide Contract.

8 ADMINISTRATION.

9 RESOLUTIONS.

9.1.RESOLUTION NO. 25-56 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR SPRINGS PHASE 1B - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-56.

INFORMATION: Bear Springs Phase 1B consists of 458 linear feet of 8" sanitary sewer main and a pump station with 527 linear feet of 2" force main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 25-56, Resolution No. 25-56, Resolution No. 25-56 Dedication Letter.

9.2.RESOLUTION NO. 25-60 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR CREEK OVERLOOK, PHASE 3 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-60.

INFORMATION: Bear Creek Overlook, Phase 3 consists of 680 linear feet of 8" sanitary sewer main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 25-60, Resolution No. 25-60, Resolution No. 25-60 Dedication Letter.

9.3.RESOLUTION NO. 25-62 - A RESOLUTION AUTHORIZING THE CITY OF COLUMBIA TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS - CITY ATTORNEY'S OFFICE.

RECOMMENDATION: Approve Resolution No. 25-62.

INFORMATION: In December 2021, the City Council adopted Resolution No. 21-99, authorizing the City to join opioid litigation along the State of Tennessee and Tennessee local governments.

Amendments have been made and are shown in Exhibit B, the City will need to adopt a new resolution updating the Tennessee State-Subdivision Opioid Agreement and approving the related settlement agreements.

ATTACHMENTS: Staff Report Resolution No. 25-62, Resolution No. 25-62, Resolution No. 25-62 Exhibit A, Resolution No. 25-62 Exhibit B.

10 ORDINANCES.

10.1.2ND CONSIDERATION OF ORDINANCE NO. 4551- AN ORDINANCE TO AMEND ORDINANCE NO. 4545, THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2025-2026 FISCAL YEAR - HUMAN RESOURCES.

RECOMMENDATION: Approve Ordinance No. 4551 on second consideration.

INFORMATION: The 2025-2026 Classification and Compensation Plan for the City of Columbia employees is reviewed and updated as necessary. The Parks and Recreation Department staff is expanding following the purchase of the Columbia Aquatics Recreation Center, which requires the addition of an Office Manager to oversee Recreation Aides, Recreation Coordinators, and cash handling procedures. The Grade level for this position will be Grade I.

ATTACHMENTS: Staff Report Ordinance No. 4551, Ordinance No. 4551, Ordinance No. 4551 Exhibit A.

10.2.1ST CONSIDERATION ON ORDINANCE NO. 4552 - PUBLIC HEARING ON ORDINANCE NO. 4552 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY

REZONING TAX MAP 99 PARCEL 59.03, LOCATED AT 1221 EAST END STREET, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance 4552 on first consideration.

INFORMATION: The applicant is requesting to rezone property to CD-3 with a concept for future residential development. The concept plan reflects 26 lots on the 10 acre parcel. The Planning Commission reviewed this request at their July 9, 2025 meeting and recommended approval with a vote of six to zero.

ATTACHMENTS: Staff Report Ordinance No. 4552, Ordinance No. 4552, Ordinance No. 4552 Exhibit A, Ordinance No. 4552 Exhibit B, Concept Plan, DS Staff Report.

10.3.1ST CONSIDERATION ON ORDINANCE NO. 4553 - AN ORDINANCE TO AMEND ORDINANCE NO. 4487, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE FUTURE LAND USE DESIGNATION FOR TAX MAP 112 PARCELS 17 AND 18.02 OFF TROTWOOD AVENUE AND FOSTER LANE, FROM RURAL TRANSITION TO SUBURBAN NEIGHBORHOODS - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Defer Ordinance No. 4553 on first consideration per the applicant's request.

INFORMATION: The applicant is requesting to change the Future Land Use Designation for two properties along Foster Lane from Rural Transition (RT) to Suburban Neighborhoods (SN). The northern property, located at Tax Map 112 Parcel 18.02 in Hunters Glen Subdivision, is already in the city limits and zoned to CD-3 (Neighborhood Character District). The property to the south, being Tax Map 112 Parcel 17, is requesting to be annexed and zoned to the CD-3 zoning district, thus needing a FLU designation amendment to support the zone. The Area of Change policy

classifies this area as "Protect". The Planning Commission reviewed this request at the July 9, 2025 meeting and recommended denial by a vote of five to zero with one abstention.

ATTACHMENTS: Staff Report Ordinance No. 4553, Ordinance No. 4553, Ordinance No. 4553 Exhibit A, Ordinance No. 4553 Exhibit B, Concept Plan, DS Staff Report.

10.4.1ST CONSIDERATION ON ORDINANCE NO. 4554 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-57, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE BEING TAX MAP 112 PARCEL 17 TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Defer Ordinance No. 4554 on first consideration per applicant's request.

INFORMATION: The applicant is requesting to zone property being annexed to CD-3 (Neighborhood Character District). The CD-3 district has a maximum density of four (4) units per acre. The concept plan reflects future development of residential lots and open spaces on the 86.7 acre parcel of land. The Planning Commission recommended denial by a vote of five to zero with one abstention at the July 9, 2025 meeting.

ATTACHMENTS: Staff Report Ordinance No. 4554, Ordinance No. 4554, Ordinance No. 4554 Exhibit A, Ordinance No. 4554 Exhibit B, Concept Plan, DS Staff Report.

10.5.1ST CONSIDERATION ON ORDINANCE NO. 4555 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE CHRIST OUR SAVIOR PLANNED UNIT DEVELOPMENT AT TAX MAP 51 PARCEL 7.01, BEING 2494 NASHVILLE HIGHWAY - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Defer Ordinance No. 4555 on first consideration per applicant's request.

INFORMATION: The applicant is requesting to amend the PUD master plan by adding a wireless communication monopine to the property along Grove Park Way. The Planning Commission reviewed this request at their July 9, 2025, meeting and recommended denial by a vote of six to zero.

ATTACHMENTS: Staff Report Ordinance No. 4555, Ordinance No. 4555, Ordinance No. 4555 Exhibit A, DS Staff Report, Additional Information.

10.6.1ST CONSIDERATION OF ORDINANCE NO. 4556 - AN ORDINANCE APPROVING THE CONVEYANCE OF A PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS TO COLUMBIA POWER AND WATER SYSTEMS FOR PURPOSES OF A WATER LINE AND AUTHORIZING THE MAYOR TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO CONVEY SAID EASEMENTS TO COLUMBIA POWER AND WATER SYSTEMS - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4556 on first consideration.

INFORMATION: CPWS as part of their Community H2O Program has identified a permanent utility and temporary construction easements that are needed for their long-term water supply program. The easements are on a portion of the 24 acres of land identified as Parcel ID 089L, H 17.00. CPWS has made a firm offer of \$84,400 for the purchase of a permanent utility easement and temporary construction easements on Parcel 089L, H 17.00.

ATTACHMENTS: Staff Report Ordinance No. 4556, Ordinance No. 4556, Ordinance No. 4556 Exhibit A, Ordinance No. 4556 Exhibit B, H2O Santa Fe Pike docs.

10.7.1ST CONSIDERATION OF ORDINANCE NO. 4557 - AN ORDINANCE APPROVING THE CONVEYANCE OF PERMANENT UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION

EASEMENTS TO COLUMBIA POWER AND WATER SYSTEMS FOR PURPOSES OF A WATER LINE AND AUTHORIZING THE MAYOR TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO CONVEY SAID EASEMENTS TO COLUMBIA POWER AND WATER SYSTEMS - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4557 on first consideration.

INFORMATION: CPWS as part of their Community H2O Program has identified a permanent utility and temporary construction easements that are needed for their long-term water supply program. The easements are on a portion of the 20.64 acres of land identified as Parcel ID 089 039.01. CPWS has made a firm offer of \$24,162 for the purchase of a permanent utility easement and temporary construction easements on Parcel 089 039.01.

ATTACHMENTS: Staff Report Ordinance No. 4557, Ordinance No. 4557, Ordinance No. 4557 Exhibit A, Ordinance No. 4557 Exhibit B , H2O Oak Springs Drive.

10.8.1ST CONSIDERATION OF ORDINANCE NO. 4558 - AN ORDINANCE TO AMEND TITLE 8, CHAPTER 2, SECTION 8-216 OF THE COLUMBIA MUNICIPAL CODE BY ADDING SUBSECTION 3 REGARDING RESTRICTIONS ON BEER PERMITS IN THE COLUMBIA ARTS DISTRICT OVERLAY BASED ON PROXIMITY TO PUBLIC PARKS, SCHOOLS, AND CHURCHES - ADMINISTRATION.

RECOMMENDATION: Approve Ordinance No. 4558 on first consideration.

INFORMATION: The City amended the City's Zoning Ordinance on April 10, 2025 to allow bars, taverns, and nightclubs within the Columbia Arts District Overlay to be located within two hundred feet of public parks, schools, and churches. This Ordinance would bring consistency between the Municipal Code and the Zoning Ordinance.

ATTACHMENTS: Staff Report Ordinance No. 4558, Ordinance No. 4558.

11 OTHER BUSINESS.

11.1. APPOINTMENT TO FILL THE WARD 1 COUNCIL MEMBER SEAT VACANCY

INFORMATION: Filling of Vacancy. A vacancy in the City Council shall be filled by a qualified person until the next scheduled City election by majority vote of the Council Members present. If Council fails to do so within forty-five (45) days following the occurrence of the vacancy, the Mayor may make the temporary appointment.

ATTACHMENTS: Staff Report Ward 1 Vacancy.

12 EXECUTIVE SESSION.

13 ADJOURNMENT.

14 UPCOMING EVENTS.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4552 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 99 PARCEL 59.03, LOCATED AT 1221 EAST END STREET, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 3

RECOMMENDATION: Conduct the Public Hearing for Ordinance No. 4552.

INFORMATION: The applicant is requesting to rezone property to CD-3 with a concept for future residential development. The concept plan reflects 26 lots on the 10 acre parcel. The Planning Commission reviewed this request at their July 9, 2025 meeting and recommended approval with a vote of six to zero. The notice of Public Hearing was advertised July 16, 2025 in Main Street Maury.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4552 PH, Ordinance No. 4552, Exhibit A, Exhibit B, Concept Plan, DS 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 99 PARCEL 59.03, LOCATED AT 1221 EAST END STREET, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD 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-3L (Neighborhood Large Lot Character District) to CD-3 (Neighborhood Character District).

Section 2: Said property to be rezoned, being Tax Map 99 Parcel 59.03, located at 1221 East End 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-3L (Neighborhood Large Lot Character District) to CD-3 (Neighborhood 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 9th day of July, 2025, and after a public hearing held on the 14th day of August, 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) 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.

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 11th day of September, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

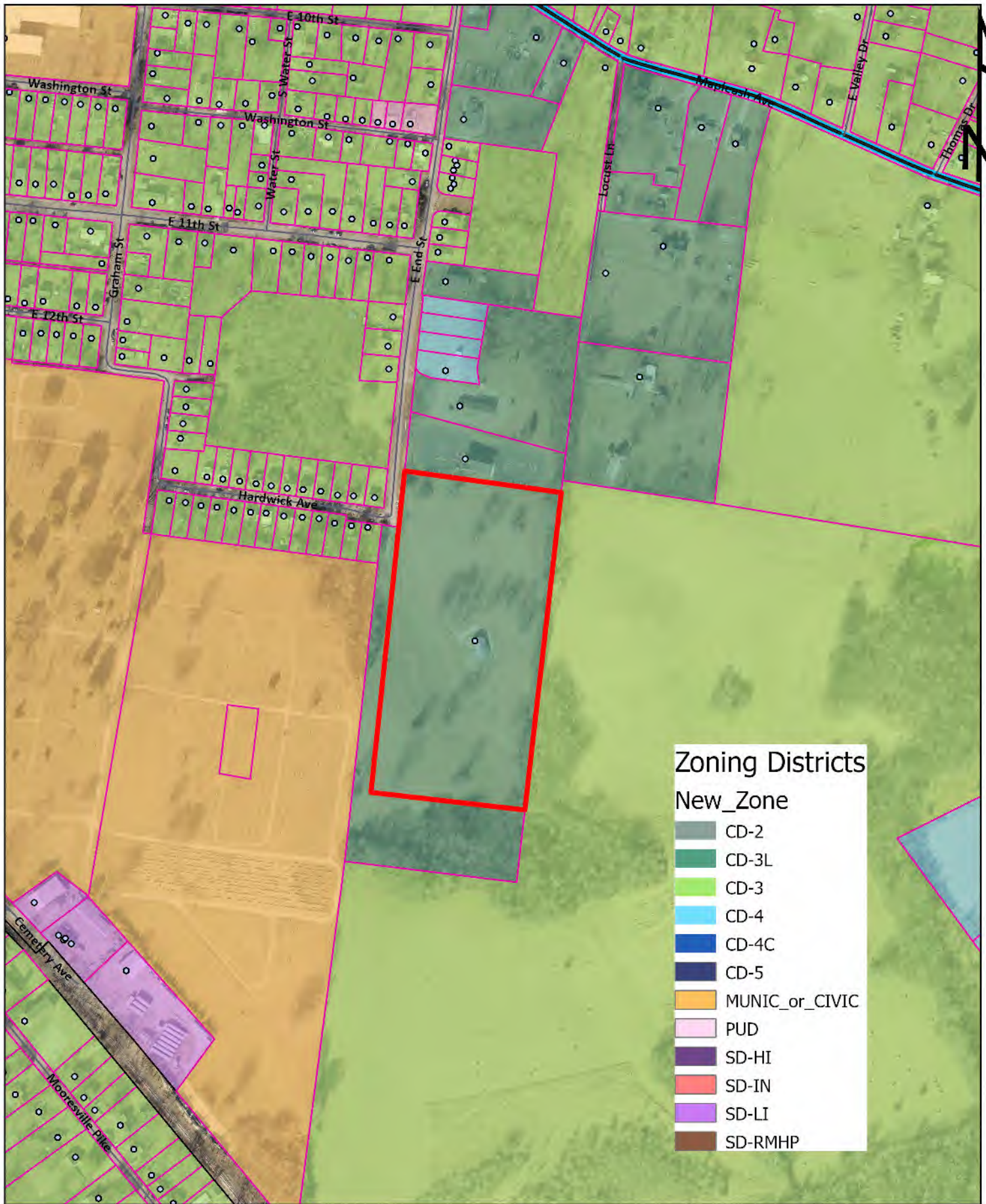
Passed on 2nd consideration: _____

PARCEL 59.03 MAP 99 PROPERTY REZONING LEGAL DESCRIPTION

BEGINNING at a point on the east right-of-way margin of East End Street, said point being the southwest corner of Miracle Temple of Deliverance and the POINT OF BEGINNING.

THENCE LEAVING THE SAID RIGHT-OF-WAY MARGIN RUN SOUTH 81 DEGREES 6 MINUTES 31 SECONDS EAST – 458.30 FEET TO POINT, SAID POINT BEING THE SOUTHEAST CORNER OF MIRACLE TEMPLE DELIVERANCE; THENCE SOUTH 7 DEGREES 59 MINUTES 29 SECONDS WEST – 57.11 FEET TO A POINT ALONG THE WEST LINE OF HELLER MANAGEMENT COMPANY; THENCE SOUTH 6 DEGREES 19 MINUTES 9 SECONDS WEST – 876.47 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF MANUEL DEWAYNE YOUNG PROPERTY; THENCE NORTH 83 DEGREES 40 MINUTES 44 SECONDS WEST – 461.74 FEET; THENCE NORTH 5 DEGREES 20 MINUTES 29 SECONDS EAST – 362.87 FEET; THENCE NORTH 8 DEGREES 19 MINUTES 19 SECONDS EAST – 306.00 FEET; THENCE NORTH 7 DEGREES 4 MINUTES 9 SECONDS EAST – 116.06 FEET TO THE POINT ON THE EAST RIGHT-OF-WAY MARGIN OF EAST END STREET; THENCE ALONG THE SAID RIGHT-OF-WAY MARGIN, NORTH 6 DEGREES 9 MINUTES 59 SECONDS EAST – 169.43 FEET TO THE POINT OF BEGINNING.

INCLUDES A TOTAL OF 435,717.49 SF (10.00 AC).



Ordinance 4552 Exhibit B

1221 E. End Street
Tax Map 99 Parcel 59.03

Development Services
700 N. Garden Street
Columbia, TN 38401
www.columbiatn.gov

CITY OF COLUMBIA





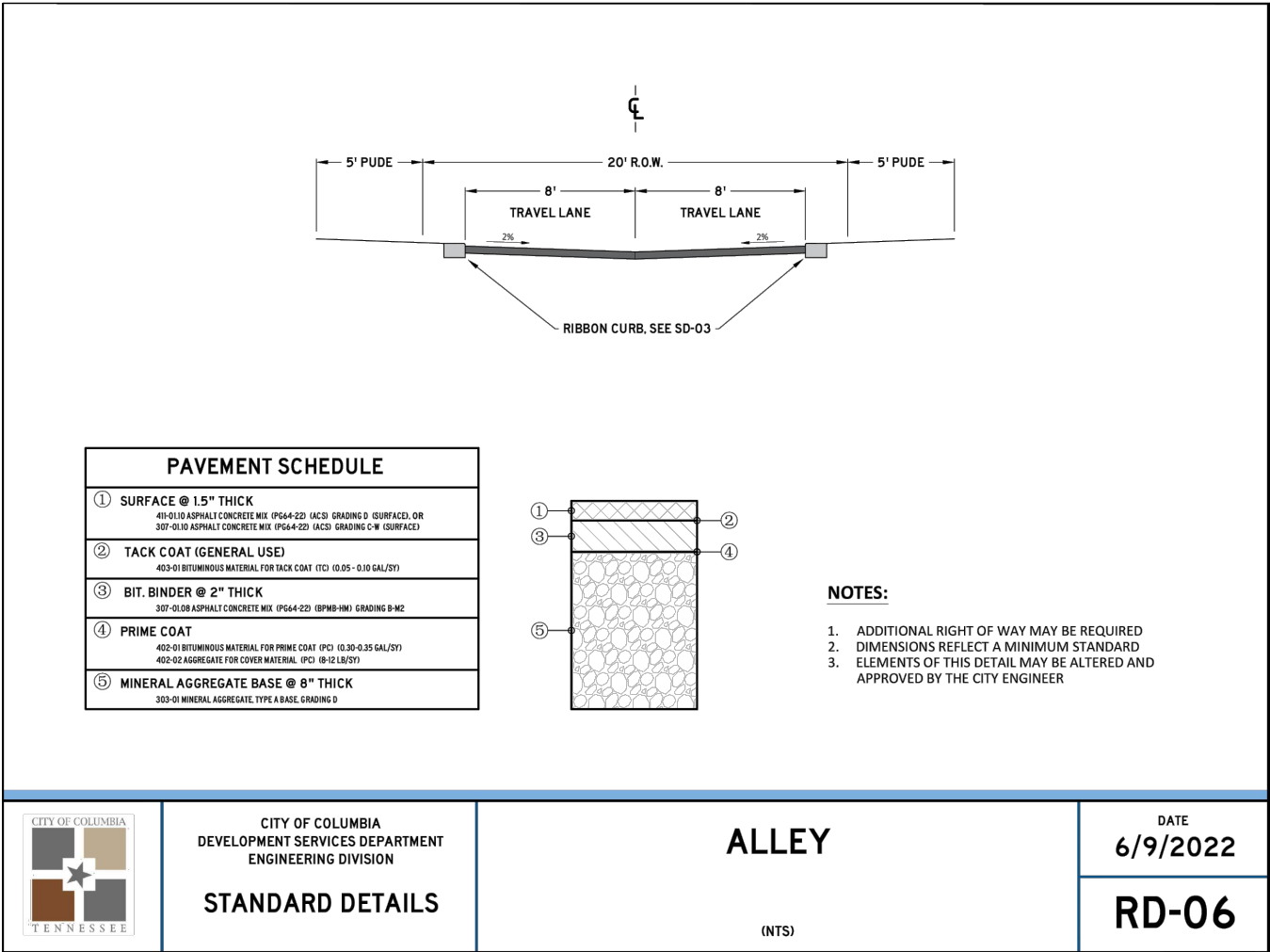
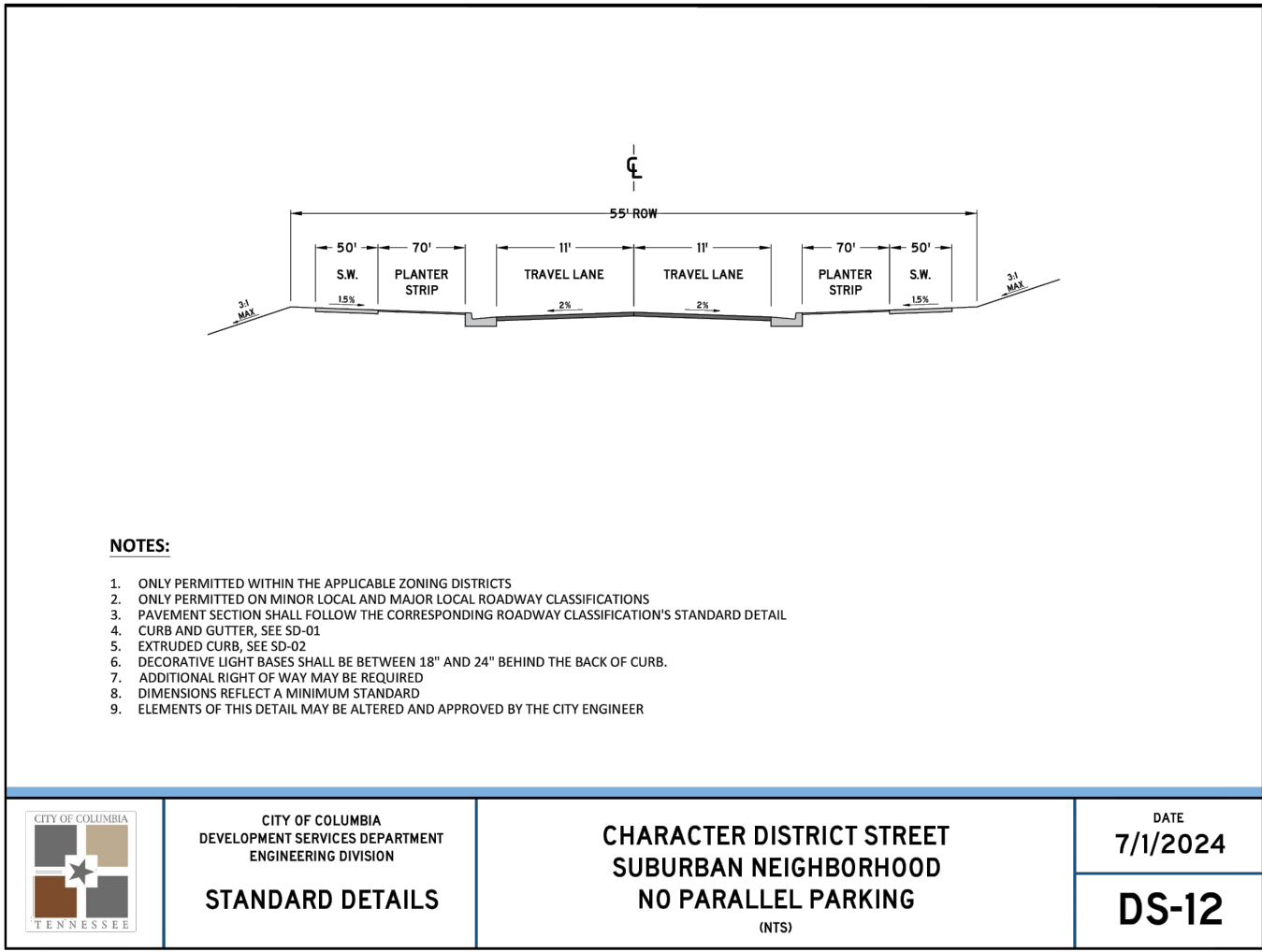
Total Site Data	
PROVIDED	
TOTAL PROPERTY ACREAGE	10.00 +/- AC
CURRENT ZONING	CD-3L
PROPOSED REZONING	CD-3
LOT WIDTH (MIN.)	49 FT IF ALLEY LOADED GARAGE AT REAR, OTHERWISE 65 FT
TREE SAVE AREA	0.43 AC > 0.43 AC (REQUIRED)
LOTS	4.82 AC
TOTAL OPEN SPACE	2.53 AC
TOTAL CIVIC SPACE	0.64 AC (6.4% OF GROSS ACREAGE)
RIGHT OF WAY	2.61 AC
TOTAL LOTS	26
CD-3 DENSITY	2.60 LOTS / AC

- NOTES:
- SEE THIS SHEET FOR THE TYPICAL ROADWAY SECTION.
 - TREE SAVE AREA GENERALLY LOCATED IN OPEN SPACE 1 & 4 (OS-1 & OS-4) & CIVIC SPACE 1. TREE REPLANTING AREA IS LOCATED IN OPEN SPACE 2 (OS-2).
 - CIVIC SPACE 1 TO BE GREEN AREA
 - CIVIC SPACE 2 TO BE PLAYGROUND
 - OS-3 TO BE MAIL KIOSK AREA
 - LOTS 1 - 8 - CD-3 ZONING (MIN. 65 FT WIDTH)
LOTS 9 - 16 - CD-3 ZONING (MIN. 40 FT WIDTH)
LOTS 16 - 26 - CD-3 ZONING (MIN. 65 FT WIDTH)

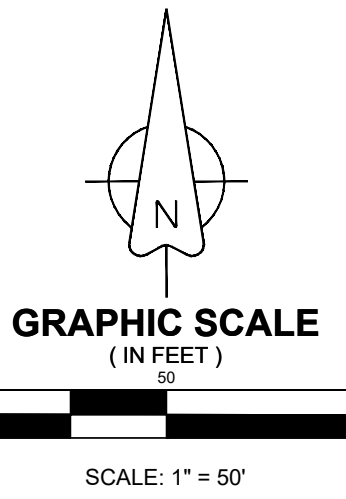
CIVIC SPACE AREA TABLE		
CIVIC SPACE NO.	AREA (SQ. FT.)	AREA (ACRES)
CIVIC SPACE 1	21,885	0.50
CIVIC SPACE 2	5,945	0.14

OPEN SPACE AREA TABLE		
OS NO.	AREA (SQ. FT.)	AREA (ACRES)
OS : 1	5,957	0.14
OS : 2	59,679	1.37
OS : 3	8,994	0.21
OS : 4	3,846	0.09
OS : 5	31,198	0.72

LOT AREA TABLE		
LOT NO.	AREA (SQ. FT.)	AREA (ACRES)
1	9,110	0.21
2	7,425	0.17
3	7,425	0.17
4	7,425	0.17
5	7,425	0.17
6	7,425	0.17
7	9,009	0.21
8	8,797	0.20
9	4,179	0.10
10	4,000	0.09
11	5,048	0.12
12	5,048	0.12
13	4,000	0.09
14	4,000	0.09
15	4,000	0.09
16	4,000	0.09
17	7,150	0.16
18	7,164	0.16
19	7,937	0.18
20	13,503	0.31
21	8,418	0.19
22	7,911	0.18
23	8,912	0.20
24	8,490	0.19
25	7,911	0.18
26	8,417	0.19



LEGEND
--- PROPERTY LINE
--- EXISTING CONTOURS



CONSULTANTS:

PROJECT TITLE:
1221 EAST END STREET

1221 EAST END STREET
COLUMBIA, TN 38401

Revision		
No.	Date	Description

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SHEET TITLE:
CONCEPT PLAN

REZONING
DATE: 04/15/2025
DRAWN BY: TS
PROJECT NO.: 2502

SHEET NO.:

1 of 1

NOT FOR CONSTRUCTION

1221 East End Street Rezoning

Project #:	25-0193	Location:	Map 99 Parcel 59.03
Applicant:	Cole Newton, PE	Case Type(s):	Rezoning
Staff Planner:	Austin Brass, AICP	Proposed Use:	Single-Family Homes

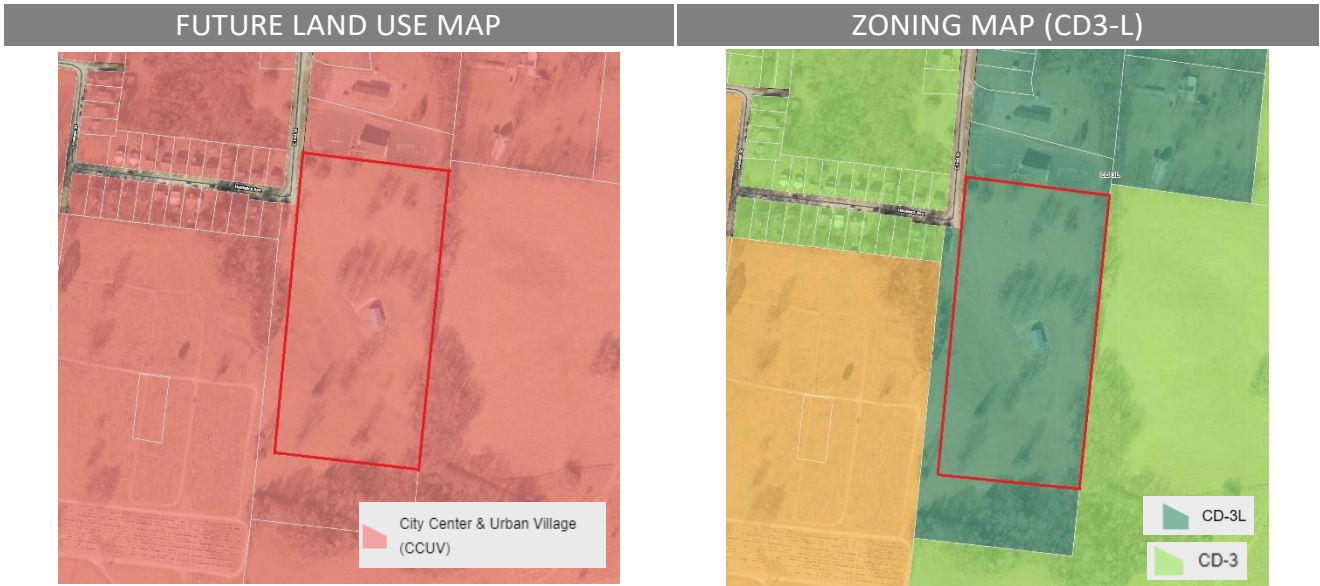
PROJECT SUMMARY

The applicant requests to rezone a 10-acre property located at 1221 E End Street to CD-3 (*Neighborhood Character District*) from the current Zoning of CD-3L (*Neighborhood Large Lot Character District*).

- The requested zoning is consistent with the City Center Urban Village (CCUV) and future land use classification in *Connect Columbia*.
- The applicant has provided a concept plan depicting the development of the property for 28 single-family homes and associated civic space and infrastructure with a density of 2.8 lots per acre with CD-3 allowing 4 units per acre.
- A previous request for Rezoning of this property from R-20 to R-6 was denied by City Council on July 14th, 2022 (22-0065). The previous concept plan in support of the denied rezoning request indicated 47 single-family lots with a minimum lot width of 50' as allowed under the standards of the requested R-6 zoning classification. As of July 2022, all R-20 property became classified as CD-3L (Neighborhood Large Lot Character District).
- Differences from the CD-3L (*existing*) and proposed CD-3 Character District include a density from 2 units per acre (*CD-3L*) to 4 units per acre (*CD-3*) and a 100 ft' lot width minimum (*CD-3L*) to a 65' minimum for front loaded lots with the option to have 40' minimum lots for rear loaded products (*CD-3*).
- 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; City Council is the decision-making authority.
- 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-3L	Vacant Land	Vacant Land	+/- 10 acres



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	City Center Urban Village	CD 3-L	Vacant
North	City Center Urban Village	CD-3L	Religious Facility
South	City Center Urban Village	CD-3L	Vacant
East	City Center Urban Village	CD-3	Vacant
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 most of the subject site is CCUV. 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 associated 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 CV and PUDs. **In addition, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing District for the City Center & Urban Village Future Land Use Policy.**

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-MU
 Civic CV

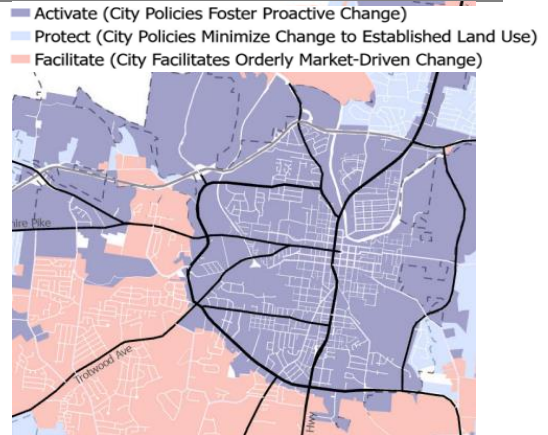
Implementing Standards

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 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.

- 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 concept plan depicts the development of 28 lots that are a combination of front and rear loaded lot dimensions for single-family homes.
- The concept plan indicates that required civic spaces and has a notation of tree replanting areas.
- 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.

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its June 2025 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. The City Council is the decision-making authority.

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 June 2025 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** noted that initial concept plan indicated a cul-de-sac that the Zoning Ordinance prohibits. The applicant responded by updating their concept plan to eliminate the cul-de-sac to demonstrate the site can be developed in accordance with the Zoning Standards of the Ordinance that prohibits cul-de-sacs.
- **Columbia Water** noted that a water availability letter was issued on April 24, 2025 and remains valid for 120 days.

COMMENTARY FROM PLANNING STAFF

The requested CD-3 zoning is consistent with Connect Columbia. The site's future land use classification is City Center Urban Village (CCUV). 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 proposed CD-3 Zoning is in character with adjacent uses. The vicinity of the requested zoning consists of similar uses for single-family homes on lots that are more minimal in size (50') than the proposed rezoning of CD-3 with 65' lots. This proposed rezoning allows for an extension of the existing neighborhood in meeting the goals and policy framework of Connect Columbia.

SAMPLE MOTIONS

Recommend to 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]*.

Recommend to 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

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4553, AN ORDINANCE TO AMEND ORDINANCE NO. 4487, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE LAND USE DESIGNATION FOR TAX MAP 112 PARCELS 17 AND 18.02 OFF TROTWOOD AVENUE AND FOSTER LANE, FROM RURAL TRANSITION TO SUBURBAN NEIGHBORHOODS - WARD 1.

RECOMMENDATION: Conduct the Public Hearing for Ordinance No. 4553.

INFORMATION: The applicant is requesting to change the Future Land Use Designation for two properties along Foster Lane from Rural Transition (RT) to Suburban Neighborhoods (SN). The northern property, located at Tax Map 112 Parcel 18.02 in Hunters Glen Subdivision, is already in the city limits and zoned to CD-3 (Neighborhood Character District). The property to the south, being Tax Map 112 Parcel 17, is requesting to be annexed and zoned to the CD-3 zoning district, thus needing a FLU designation amendment to support the zone. The Area of Change policy classifies this area as "Protect". The Planning Commission reviewed this request at the July 9, 2025 meeting and recommended denial by a vote of five to zero with one abstention. The required notice of Public Hearing was advertised July 16, 2025 in Main Street Maury.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4553 PH, Ordinance No. 4553, Exhibit A, Exhibit B, Concept Plan, DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4487, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE LAND USE DESIGNATION FOR TAX MAP 112 PARCELS 17 AND 18.02, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE, FROM RURAL TRANSITION TO SUBURBAN NEIGHBORHOODS.

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: The Comprehensive Plan, the same being Ordinance No. 4487, is hereby amended by reclassifying the land use designation for Tax Map 112 Parcels 17 and 18.02, located off Trotwood Avenue and Foster Lane from Rural Transition to Suburban Neighborhoods.

Section 2: Said property is located in the Ninth Civil District of Maury County, Tennessee, as described in Exhibit "A" which is attached hereto and incorporated herein by reference. A location map depicting the proposed area to be designated is identified as Exhibit "B" and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.20.F by the Columbia Municipal Planning Commission, following a public hearing, on the 9th day of July 2025 with a recommendation of denial, and after a public hearing held on the 14th day of August, 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, thirty (30) days or more before said hearing.

Section 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

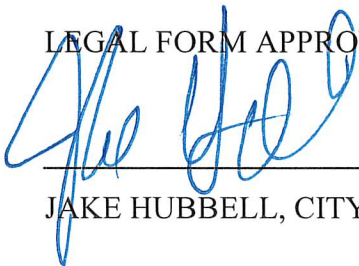
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of September, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____

Legal Description

A parcel of land located in the 9th civil District of Maury County, Tennessee. More particularly described as follows;

Beginning at a found iron rod and Cap in the centerline of Foster Lane, A.K.A. Old Thomas Lane, having a right-of-way width of 30'.

Said point of beginning being the southwest corner of lands owned by the McBroom Family Partnership, of record in deed book R1466, page 135, Register's Office Maury County, Tennessee (R.O.M.C, TN.);

Thence, along the south line of said lands of McBroom Family Partnership, South 79°12'28" East, a distance of 240.92 feet to a found iron pin;

Thence, continuing along the South line of said lands of McBroom Family Partnership, generally along a fence, South 80°54'28" East, a distance of 2477.51 feet to a found iron rod and cap in the west line of lot 13 of leatherwood Estates, Section 1, of record in Plat book 56, page 315, R.O.M.C., TN.;

Thence, along the west line of said lot 13 of Leatherwood Estates, South 03°36'18" West, a distance of 158.91 feet to a found metal stake in a rock wall, and the Southwest corner of Lot 13 Leatherwood Estates. Said point also being on the North line of lands owned by Edwin W. Halliday, Family Trust of record in deed book R2383, page 186, R.O.M.C., TN.;

Thence, along the North Line of said lands of Halliday Family Trust, North 83°01'05" West, a distance of 117.28 feet, to tree with a fence intersection, at the northwest corner of said lands of Halliday Family Trust;

Thence, along the centerline of foster lane, North 09°19'07" East, a distance of 116.73 feet to the point of Beginning. Being 85.711 acres of land, more or less, according to a Boundary Survey by Homeland Surveying & Mapping, LLC, dated July 20, 2021.

Including:

A parcel of land located in the 9th civil District of Maury County, Tennessee. More particularly described as follows;

Beginning at a found iron rod in the centerline of Foster Lane, A.K.A. Old Thomas Lane, having a right-of-way width of 30'.

Said point of beginning being the northwest corner of lands owned by the McBroom Family Partnership, of record in deed book R1466, page 135, Register's Office Maury County, Tennessee (R.O.M.C, TN.);

Thence S 87° 37' 10" E 1255.82 feet

Thence N 07° 33' 22" E 567.46 feet

Thence S 82° 28' 49" E 124.70 feet

Thence S 07° 34' 33" W 90.07 feet

Thence S 82° 22' 23" E 40.00 feet

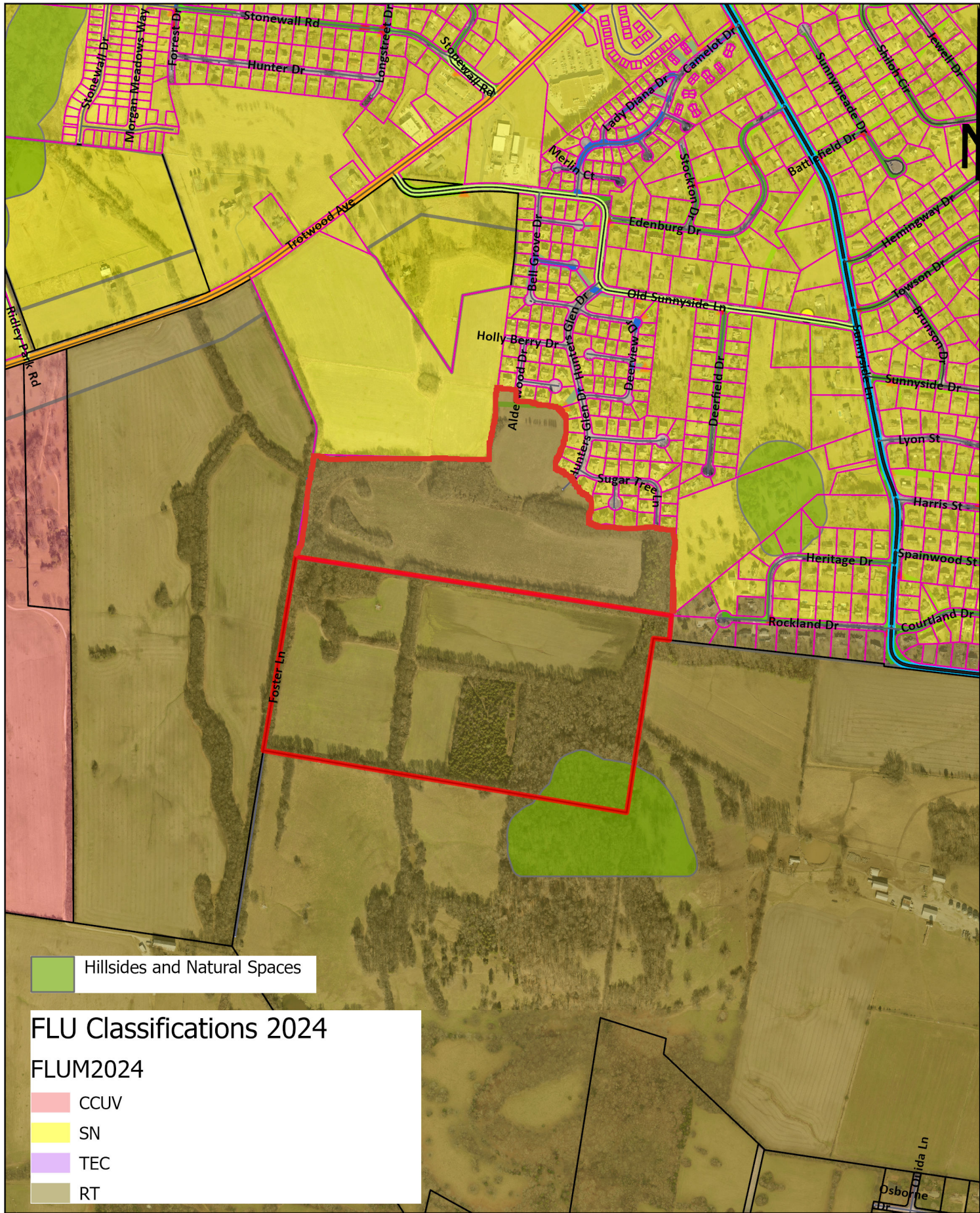
Thence S 82° 33' 28" E 12.44 feet

Thence S 82° 26' 38" E 67.50 feet

Thence S 82° 08' 26" E 30.38 feet

Thence S 82° 36' 00" E 71.51 feet

Thence S 82° 36' 00" E 38.46 feet
Thence S 82° 15' 42" E 91.96 feet
Thence S 11° 36' 10" E 92.83 feet
Thence S 11° 41' 42" E 89.97 feet
Thence S 18° 20' 37" W 1.82 feet
Thence S 18° 20' 37" W 98.32 feet
Thence S 16° 53' 34" W 34.15 feet
Thence S 17° 02' 46" W 42.87 feet
Thence S 31° 08' 43" W 29.95 feet
Thence S 31° 17' 44" W 56.84 feet
Thence S 57° 14' 26" E 132.42 feet
Thence S 57° 14' 26" E 7.52 feet
Thence curve with a radius of 518.88 feet, arc of 41.22 feet
Thence S 48° 44' 55" E 50.07 feet
Thence S 52° 13' 09" E 7.44 feet
Thence S 52° 13' 09" E 167.34 feet
Thence S 03° 22' 15" W 165.32 feet
Thence S 70° 42' 24" E 40.33 feet
Thence N 80° 22' 50" E 71.11 feet
Thence S 78° 50' 11" E 59.54 feet
Thence S 79° 17' 48" E 101.01 feet
Thence N 73° 47' 31" E 33.44 feet
Thence S 88° 48' 08" E 31.33 feet
Thence S 89° 31' 28" E 32.93 feet
Thence S 79° 21' 32" E 81.85 feet
Thence S 79° 21' 32" E 11.05 feet
Thence S 03° 22' 15" E 2.95 feet
Thence S 86° 37' 45" E 40.10 feet
Thence S 86° 49' 38" E 55.38 feet
Thence S 48° 44' 55" E 50.07 feet
Thence N 87° 30' 28" E 69.83 feet
Thence S 03° 24' 58" W 609.86 feet
Thence S 06° 57' 53" W 20.93 feet
Thence N 80° 54' 30" W 2477.99 feet
Thence N 79° 14' 39" W 240.74 feet
Thence N 13° 04' 55" W 48.61 feet
Thence N 10° 56' 40" E 678.58 feet to the point of beginning



Ordinance No. 4553 - Exhibit B
Tax Map 112 Parcel 17
Foster Lane

Development Services
700 N. Garden Street
Columbia, TN 38401
www.columbiatn.gov

CITY OF COLUMBIA



Foster Lane Annexation & Rezoning/ Comprehensive Plan Amendment

Project #:	25-0198	Location:	Tax Map 88 Parcel 071.01
Applicant:	Adam Crunk, PE	Case Type(s):	Annx/Rzn & Comp Plan Amendment
Staff Planner:	Austin Brass, AICP Jermey Humphrey	Proposed Use:	Single-Family Residential CD-3

PROJECT SUMMARY

The applicant requests annexation with a plan of services for an 86-acre parcel located off Foster Lane at Tax Map 88, Parcel 071. In addition, the applicant is requesting a Comprehensive Plan Amendment from Rural Transitions to Suburban Neighborhood with a requested CD-3 Zoning of the subject parcel and also includes a Comprehensive Plan amendment from Rural Transitions to Suburban Neighborhood for Parcel 112 18.02 (53.5-acre tract) located just north of the subject site.

- Staff has noted that this site requested for annexation is not adjacent to an improved roadway (*Foster Ln*) that can adequately serve the annexation request and highlighted that this request is premature for annexation until adjacent infrastructure improvements are made.
- A water availability letter has been issued on 6-17-25 from CPWS noting its validity of 120 days from issuance. It was noted that only 500 gpm can be served with fire adding that an additional 600 gpm can be provided in meeting required fire flow with the recent addition of a tanker truck.
- The proposed development is inconsistent with the future land use element of the comprehensive plan, *Connect Columbia* being Rural Transitions, and thus requesting a Future Land Use Classification of Suburban Neighborhood.
- The concept plan submitted demonstrates that it is possible to develop the site in conformity with the standards of the requested character districts.
- The Planning Commission is a **recommending body** for the annexation in which Section 8.5.20.F of the Zoning Ordinance lists the criteria for Planning Commission action.

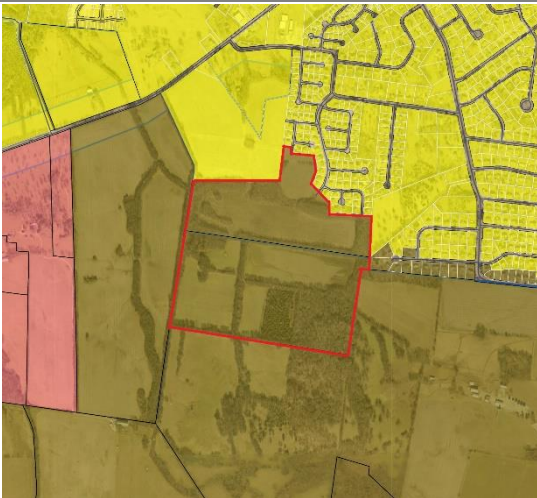


SITE INFORMATION

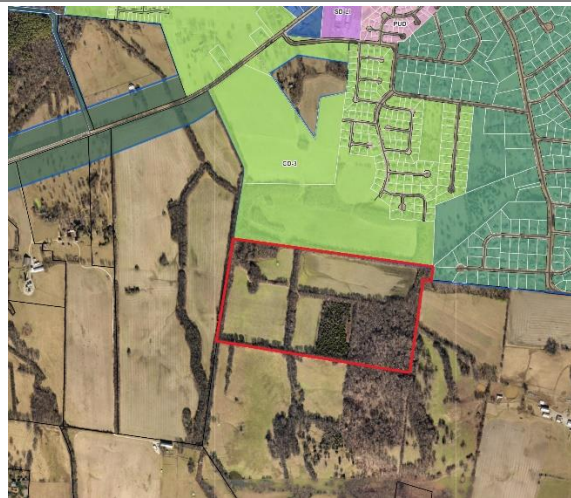
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
County	Vacant	Vacant	+/- 86 acres



FUTURE LAND USE MAP (Rural Transitions)



ZONING MAP (County Zoning)



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Rural Transition (RT)	County	Vacant
North	Rural Transition (RT)	CD-3	Vacant/Developing
South	RT Rural Transition (RT)	County	Vacant
East	Rural Transition (RT)	County	Agricultural Use
West	Rural Transition (RT)	County	Vacant

CONSISTENCY WITH CONNECT COLUMBIA

The applicant's request for annexation and a Comprehensive Plan amendment to allow CD-3 zoning for the subject property has been reviewed for consistency with the **Connect Columbia Comprehensive Plan**, specifically the **Rural Transition (RT)** Future Land Use Classification. The proposed request is found to be **inconsistent** with the explicit intent, policies, and provisions of the Connect Columbia Comprehensive Plan for the following reasons:

- Conflict with Rural Transition (RT) Intent:** The Comprehensive Plan clearly defines the RT classification as an area intended to "create and maintain a discernable transition between agricultural uses... and the suburban areas within Columbia," emphasizing the "preservation of agricultural uses, open spaces, and the semi-rural character of areas adjacent to the city." The primary land use is defined as "very low-density detached housing." Allowing a CD-3 zoning designation, which typically facilitates higher densities and a more urban character, directly undermines this foundational intent of maintaining

a rural-to-suburban transition.



- **Inappropriate Land Uses:** The RT classification explicitly states that "New mixed-use, medium-density residential, commercial, industrial and warehouse uses are inappropriate." While the specific uses of CD-3 are not detailed in this report, CD-3 would likely permit uses or densities that fall into these categories deemed inappropriate for the RT area.
- **Premature Annexation and Lack of Urban Services:** A core policy within the RT classification, found under the "Form & Pattern" section, states: "**Annexations and rezonings are inappropriate without concurrent extensions of urban services.**" The subject property currently lacks essential urban services, such as public sewer infrastructure. The applicant's request for annexation and rezoning without the concurrent extension of these critical services represents a direct contravention of this explicit Comprehensive Plan policy.
- **Mismatch with Designated Implementing Districts:** The Comprehensive Plan identifies the "Rural Character District CD-2" and "Civic CV" as the implementing zoning districts for the RT future land use classification. The applicant's request for "CD-3" zoning is not an enumerated implementing district for RT, indicating a significant departure from the planned zoning framework for this area.
- **Deviation from Planned Form & Pattern:** The RT classification describes a character of "single-family detached residential areas and legacy agricultural operations" with "large

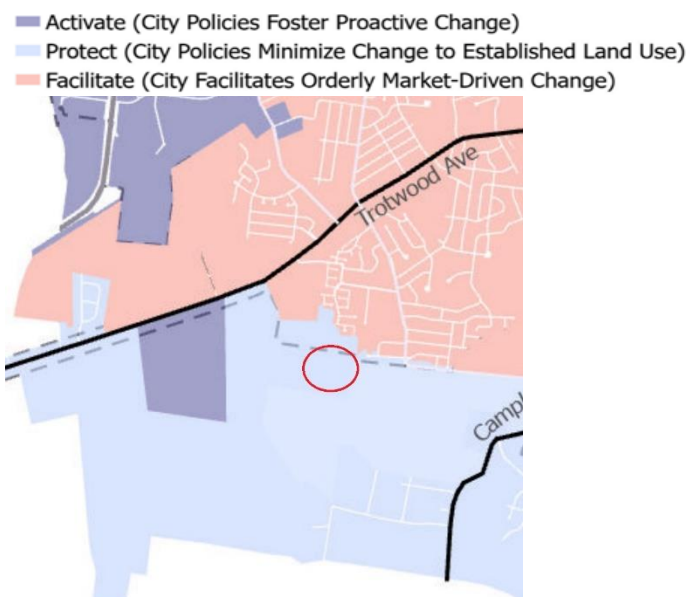
lots with very deep setbacks," "minimal site and design requirements," and "insignificant public frontages." A CD-3 district would likely introduce form and pattern standards inconsistent with this semi-rural, very low-density character.

- **Orderly and Contiguous Development:** The request is also considered premature in the context of orderly and contiguous growth, especially given that an area immediately to the south has been recently annexed but remains undeveloped and without urban services. Permitting annexation and higher-intensity zoning in an area lacking services creates an undesirable "leapfrog" development pattern, which is contrary to the principles of efficient infrastructure extension.

For these reasons, the request for a Comprehensive Plan Amendment to allow CD-3 zoning and the associated annexation is deemed **inconsistent** with the vision and specific policies of the Connect Columbia Comprehensive Plan for the Rural Transition area.

AREA OF CHANGE (Protect)

Connect Columbia established the areas of change policy designation for the subject site as **Protect**. These are areas that are not expected (or do not desire) to experience significant changes in character. Occasional new or infill development within these areas may enhance quality of place and improve connectivity and transportation options, However, the land use pattern is established, and major or intense development should provide clear public benefits. The review process should emphasize compatibility and adequacy of municipal services. (Connect Columbia p. 32).



CONFORMITY WITH ZONING ORDINANCE

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant has provided a concept plan. The purpose of the concept plan is to demonstrate that it may be possible to develop the site in conformity with the standards of the requested character districts. The applicant's request involves a proposed annexation and a concurrent request for CD-3 zoning for the subject property. This section assesses the conformity of the proposed zoning with the intent and regulations of the Columbia Zoning Ordinance as they relate to the Comprehensive Plan.

The proposed CD-3 zoning is found to be **not in conformity** with the existing Columbia Zoning Ordinance, as it applies to the context of the subject property and its Comprehensive Plan designation.

- **Inconsistent with Comprehensive Plan Implementing Districts:** As noted in the "Consistency with Connect Columbia" section, the Comprehensive Plan designates the Rural Character District (CD-2) and Civic (CV) as the appropriate implementing zoning districts for areas classified as Rural Transition (RT). The applicant's request for CD-3 zoning is a district that is not designated to implement the RT Future Land Use Classification. To grant CD-3 zoning, an amendment to the Comprehensive Plan would be necessary to change the underlying Future Land Use designation for this property, as the Zoning Ordinance relies on the Comprehensive Plan for guiding zoning decisions.
- **Zoning Pre-requisites for Annexation:** The Zoning Ordinance, in conjunction with the Comprehensive Plan, establishes that areas being annexed must have the necessary urban services available or must have them concurrently extended. The lack of adjacent and available urban services, particularly sewer, means that the proposed CD-3 zoning, which typically implies a greater demand for such services, cannot be adequately supported at this location under current conditions. The Zoning Ordinance's application is intrinsically linked to the ability to serve the proposed uses and densities.
- **Incompatibility with Existing Rural Character District Intent:** The intent of the existing Rural Character District (CD-2), which is the designated implementing zone for RT, is to maintain low densities and preserve rural characteristics. Allowing CD-3 zoning would introduce a level of development intensity and form that is fundamentally incompatible with the purpose and standards of the adjacent and surrounding CD-2 zoned properties, as well as the overarching intent of the RT area.

Therefore, without a fundamental change to the underlying Comprehensive Plan Future Land Use classification for this property to one that supports CD-3 zoning and absent the provision of necessary urban services, the proposed CD-3 zoning is **not in conformity** with the guiding principles and structure of the Columbia Zoning Ordinance in this context.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its meeting in February 2025. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Engineering:** No comments
- **Planning** noted that the implementing Character district for Hillside and Natural Space protection is Civic. The applicant responded by establishing a Civic district over the required protection area in accordance with *Connect Columbia*. Furthermore, planning noted that access with the adjoining CPWS property to the east of the subject property will require joint agreements if a Development Plan for the subject site is created.
- **Fire Marshal:** Advisory note was made that structure over 150 ft off main roads will not meet the code. This was based off of the concept plan only and would be required to be addressed at time of Site Development Plan.
- **Columbia Water** issued conditional water availability letter on January 2, 2025, and remains valid for 120 days. It was highlighted in the letter that current planning anticipates completion of water system improvements near the end of 2028.
- **Wastewater** noted that it has the available capacity to service the development; however, existing infrastructure improvements may be required to convey additional sanitary sewer flow from the development with a requirement of a contract with a third-party engineering consultant.

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its July 2025 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 Rezoning¹ 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 schools, roads, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.*

Section 8.5.20 of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed Comprehensive Plan, Future Land Use Map, or other City land use plan Amendment(s)/Adoption(s). Collectively referred to as “Land Use Plans” within the Section.

Section 8.5.20.E of the Zoning Ordinance establishes the actions by the Planning Commission when considering changes to Amendments/Adoptions.

Section 8.5.20.F outlines the criteria for Planning Commission Recommendations:

- 1. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of all other applicable adopted Land Use Plans;*

¹ **Rezoning:** A change in the district boundaries or district classifications of the Zoning map pursuant to Section 8.5.19. **For the purposes of the Ordinance, rezoning also includes the initial zoning of a property that occurs with annexation.**

2. *Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;*
3. *Whether the proposed change would create substantial adverse impacts in the Adjacent area or the City in general;*
4. *Whether conditions affecting the area have changed to a sufficient extent to warrant the proposed change; and*
5. *Whether the subject parcel is of adequate shape and size to accommodate the proposed change*

SAMPE MOTIONS

Approve:

Move to find, 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.4** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the request to annex with plan of services as presented, 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 zoning 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.4** 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 make a decision, 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

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4554 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-57, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE BEING TAX MAP 112 PARCEL 17 TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 1.

RECOMMENDATION: Conduct the Public Hearing for Ordinance No. 4554.

INFORMATION: The applicant is requesting to zone property being annexed to CD-3 (Neighborhood Character District). The CD-3 district has a maximum density of four (4) units per acre. The concept plan reflects future development of residential lots and open spaces on the 86.7 acre parcel of land. The Planning Commission recommended denial by a vote of five to zero with one abstention at the July 9, 2025 meeting. The required notice of Public Hearing was advertised July 16, 2025 in Main Street Maury.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4554 PH, Ordinance No. 4554, Exhibit A, Exhibit B, Concept Plan, DS Staff Report.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY
ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-57,
LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE BEING TAX
MAP 112 PARCEL 17 TO CD-3 (NEIGHBORHOOD 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 zoning property herein described and being annexed by Resolution No. 25-57 to CD-3 (Neighborhood Character District).

Section 2: Said property being annexed by Resolution No. 25-57, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described in Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map depicting the proposed CD-3 (Neighborhood Character District) zoned area is identified as Exhibit “B” and is attached hereto 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 denial on the 9th day of July, 2025, and after a public hearing held on the 14th day of August, 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) 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 in agreement 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 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.

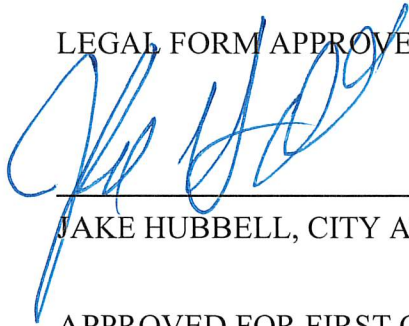
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of September, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____

Legal Description

A parcel of land located in the 9th civil District of Maury County, Tennessee. More particularly described as follows;

Beginning at a found iron rod and Cap in the centerline of Foster Lane, A.K.A. Old Thomas Lane, having a right-of-way width of 30'.

Said point of beginning being the southwest corner of lands owned by the McBroom Family Partnership, of record in deed book R1466, page 135, Register's Office Maury County, Tennessee (R.O.M.C, TN.);

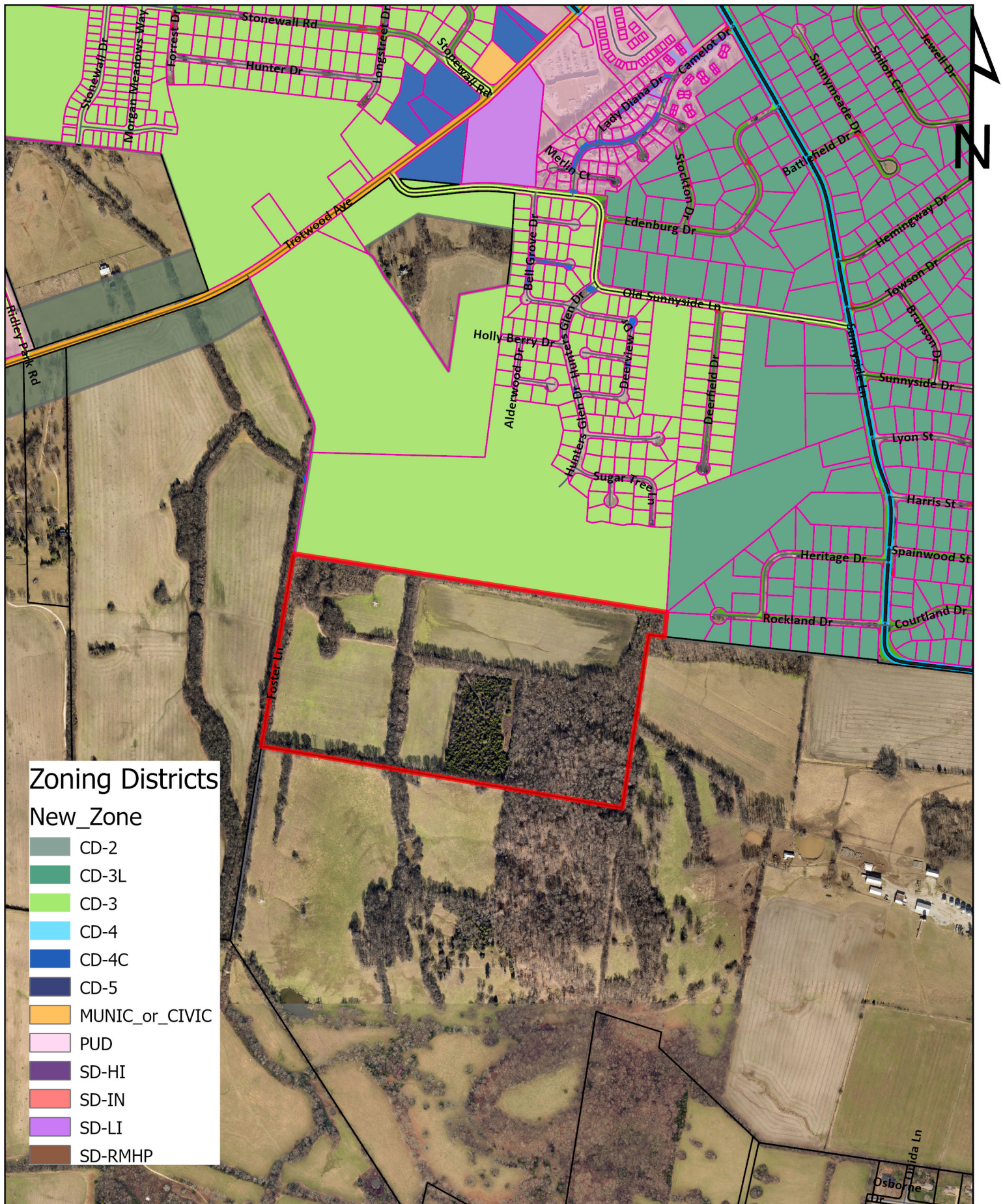
Thence, along the south line of said lands of McBroom Family Partnership, South 79°12'28" East, a distance of 240.92 feet to a found iron pin;

Thence, continuing along the South line of said lands of McBroom Family Partnership, generally along a fence, South 80°54'28" East, a distance of 2477.51 feet to a found iron rod and cap in the west line of lot 13 of leatherwood Estates, Section 1, of record in Plat book 56, page 315, R.O.M.C., TN.;

Thence, along the west line of said lot 13 of Leatherwood Estates, South 03°36'18" West, a distance of 158.91 feet to a found metal stake in a rock wall, and the Southwest corner of Lot 13 Leatherwood Estates. Said point also being on the North line of lands owned by Edwin W. Halliday, Family Trust of record in deed book R2383, page 186, R.O.M.C., TN.;

Thence, along the North Line of said lands of Halliday Family Trust, North 83°01'05" West, a distance of 117.28 feet, to tree with a fence intersection, at the northwest corner of said lands of Halliday Family Trust;

Thence, along the centerline of foster lane, North 09°19'07 East, a distance of 116.73 feet to the point of Beginning. Being 85.711 acres of land, more or less, according to a Boundary Survey by Homeland Surveying & Mapping, LLC, dated July 20, 2021.



Ordinance 4554 - Exhibit B
 Tax Map 112 Parcel 17
 Foster Lane

Development Services
 700 N. Garden Street
 Columbia, TN 38401
www.columbiatn.gov

HUNTERS GLEN
SUBDIVISION

SITE DATA TABLE

PARCEL ID: 112 017.00
OWNER: JOHN MAHER BUILDERS, INC
ADDRESS: P.O. BOX 681727 FRANKLIN, TN 37068
SITE ACREAGE: 86.7-AC

EXISTING ZONING: N/A - COUNTY JURISDICTION
EXISTING USE: FARM
PROPOSED ZONING: CD-3
PROPOSED USE: RESIDENTIAL DEVELOPMENT

ZONE CD-3 DESIGN STANDARDS:
MAX DENSITY: 4 UNITS / GROSS ACREAGE (MAX)
MAX BLOCK PERIMETER: 2800-FT
MIN LOT WIDTH: 65-FT
SETBACKS:

FRONT = 25-FT (MIN)
SECONDARY FRONTAGE = 20-FT (MIN)
SIDE = 8-FT (MIN)
REAR = 25-FT (MIN)

OFF STREET PARKING: MIN. LENGTH OF 100-FT FROM INTERNAL DRIVE
CIVIC SPACE REQUIREMENT: MINIMUM 0.5-AC, MAXIMUM 8-AC

DESIGN ELEMENTS:
 DENSITY: 174 UNITS / 86.7-AC = 2.0 UNITS / AC
 CIVIC SPACE PROVIDED: 27.7-AC (31.9% OF GROSS ACREAGE)

Parcel Table		
Lot #	Area	
1	11,825	
2	11,212	
3	11,543	
4	10,356	
5	10,356	
6	10,356	
7	10,356	
8	10,356	
9	10,356	
10	10,356	
11	10,356	
12	10,356	
13	10,356	
14	10,552	
15	10,379	
16	10,477	
17	10,477	
18	10,477	
19	10,477	
20	10,477	
21	10,477	
22	10,477	
23	11,732	
24	12,566	
25	13,534	
26	9,945	
27	11,687	
28	13,016	
29	14,345	
30	15,675	
31	16,870	
32	10,090	
33	10,090	
34	10,090	
35	10,090	
36	10,090	
37	10,090	
38	10,090	
39	10,090	
40	10,090	
41	10,090	
42	10,090	
43	11,533	
44	12,164	
45	12,164	
46	11,549	
47	10,090	
48	10,090	
49	10,090	
50	10,090	
51	10,090	
52	10,090	
53	10,538	
54	10,672	
55	10,672	
56	10,672	
57	10,672	
58	10,672	
59	10,672	
60	10,672	
61	10,672	
62	10,761	
63	11,059	
64	11,169	

Parcel Table	Lot #	Area
	66	11,128
	67	11,107
	68	11,086
	69	11,065
	70	11,045
	71	11,024
	72	11,003
	73	10,983
	74	10,962
	75	10,908
	76	10,141
	77	10,258
	78	10,239
	79	10,221
	80	10,202
	81	10,184
	82	13,633
	83	10,400
	84	10,400
	85	10,400
	86	10,400
	87	10,400
	88	10,266
	89	10,908
	90	11,042
	91	11,042
	92	11,042
	93	11,042
	94	11,042
	95	11,042
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	97	11,042
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	113	11,042
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	116	11,153
	117	11,153
	118	11,153
	119	11,153
	120	11,153
	121	11,019
	122	10,307
	123	10,441
	124	10,441
	125	10,441
	126	10,441
	127	10,441
	128	10,441
	129	10,441

Parcel Table	
Lot #	Area
131	10,307
132	10,441
133	10,441
134	10,441
135	10,441
136	10,441
137	10,441
138	10,444
139	10,307
140	11,763
141	11,897
142	11,897
143	11,897
144	11,897
145	11,897
146	11,897
147	11,897
148	11,763
149	11,763
150	11,897
151	11,897
152	11,897
153	11,897
154	11,897
155	11,897
156	11,897
157	11,763
158	10,307
159	10,441
160	10,441
161	10,441
162	10,441
163	10,441
164	10,441
165	10,441
166	10,307
167	13,310
168	11,231
169	11,231
170	11,231
171	11,231
172	11,231
173	11,231
174	11,097
1000	217,611
1001	28,253
1002	61,498
1003	147,143
1004	116,053
1005	23,264
1006	613,809

CRUNK ENGINEERING LLC

7112 CROSSROADS BOULEVARD

JOILE 201
BRENTWOOD, TN 37027

WWW.CRUNKENG.COM



EXHIBIT

FOSTER LANE SUBDIVISION

FOSTER LANE COLUMBIA, TN

REVISIONS	
No.	DATE

04/21/2025

21072

C0.0

PRELIMINARY
LAYOUT EXHIBIT

Foster Lane Annexation & Rezoning/ Comprehensive Plan Amendment

Project #:	25-0198	Location:	Tax Map 88 Parcel 071.01
Applicant:	Adam Crunk, PE	Case Type(s):	Annx/Rzn & Comp Plan Amendment
Staff Planner:	Austin Brass, AICP Jeremy Humphrey	Proposed Use:	Single-Family Residential CD- 3

PROJECT SUMMARY

The applicant requests annexation with a plan of services for an 86-acre parcel located off Foster Lane at Tax Map 88, Parcel 071. In addition, the applicant is requesting a Comprehensive Plan Amendment from Rural Transitions to Suburban Neighborhood with a requested CD-3 Zoning of the subject parcel and also includes a Comprehensive Plan amendment from Rural Transitions to Suburban Neighborhood for Parcel 112 18.02 (53.5-acre tract) located just north of the subject site.

- Staff has noted that this site requested for annexation is not adjacent to an improved roadway (*Foster Ln*) that can adequately serve the annexation request and highlighted that this request is premature for annexation until adjacent infrastructure improvements are made.
- A water availability letter has been issued on 6-17-25 from CPWS noting its validity of 120 days from issuance. It was noted that only 500 gpm can be served with fire adding that an additional 600 gpm can be provided in meeting required fire flow with the recent addition of a tanker truck.
- The proposed development is inconsistent with the future land use element of the comprehensive plan, *Connect Columbia* being Rural Transitions, and thus requesting a Future Land Use Classification of Suburban Neighborhood.
- The concept plan submitted demonstrates that it is possible to develop the site in conformity with the standards of the requested character districts.
- The Planning Commission is a **recommending body** for the annexation in which Section 8.5.20.F of the Zoning Ordinance lists the criteria for Planning Commission action.

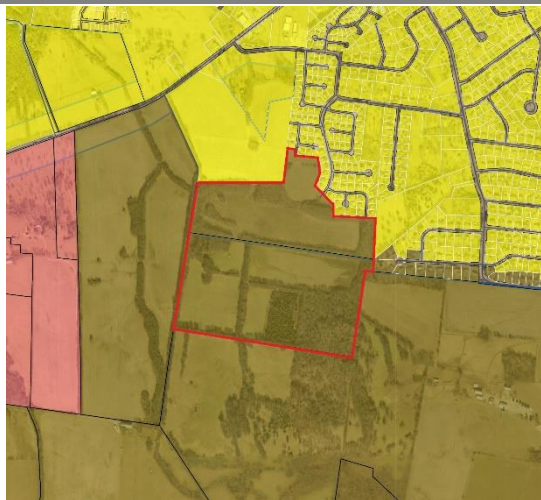
SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
County	Vacant	Vacant	+/- 86 acres



FUTURE LAND USE MAP (Rural Transitions)

ZONING MAP (County Zoning)



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Rural Transition (RT)	County	Vacant
North	Rural Transition (RT)	CD-3	Vacant/Developing
South	RT Rural Transition (RT)	County	Vacant
East	Rural Transition (RT)	County	Agricultural Use
West	Rural Transition (RT)	County	Vacant

CONSISTENCY WITH CONNECT COLUMBIA

The applicant's request for annexation and a Comprehensive Plan amendment to allow CD-3 zoning for the subject property has been reviewed for consistency with the **Connect Columbia Comprehensive Plan**, specifically the **Rural Transition (RT)** Future Land Use Classification. The proposed request is found to be **inconsistent** with the explicit intent, policies, and provisions of the Connect Columbia Comprehensive Plan for the following reasons:

- Conflict with Rural Transition (RT) Intent:** The Comprehensive Plan clearly defines the RT classification as an area intended to "create and maintain a discernable transition between agricultural uses... and the suburban areas within Columbia," emphasizing the "preservation of agricultural uses, open spaces, and the semi-rural character of areas adjacent to the city." The primary land use is defined as "very low-density detached housing." Allowing a CD-3 zoning designation, which typically facilitates higher densities and a more urban character, directly undermines this foundational intent of maintaining

a rural-to-suburban transition.



- **Inappropriate Land Uses:** The RT classification explicitly states that "New mixed-use, medium-density residential, commercial, industrial and warehouse uses are inappropriate." While the specific uses of CD-3 are not detailed in this report, CD-3 would likely permit uses or densities that fall into these categories deemed inappropriate for the RT area.
- **Premature Annexation and Lack of Urban Services:** A core policy within the RT classification, found under the "Form & Pattern" section, states: "**Annexations and rezonings are inappropriate without concurrent extensions of urban services.**" The subject property currently lacks essential urban services, such as public sewer infrastructure. The applicant's request for annexation and rezoning without the concurrent extension of these critical services represents a direct contravention of this explicit Comprehensive Plan policy.
- **Mismatch with Designated Implementing Districts:** The Comprehensive Plan identifies the "Rural Character District CD-2" and "Civic CV" as the implementing zoning districts for the RT future land use classification. The applicant's request for "CD-3" zoning is not an enumerated implementing district for RT, indicating a significant departure from the planned zoning framework for this area.
- **Deviation from Planned Form & Pattern:** The RT classification describes a character of "single-family detached residential areas and legacy agricultural operations" with "large

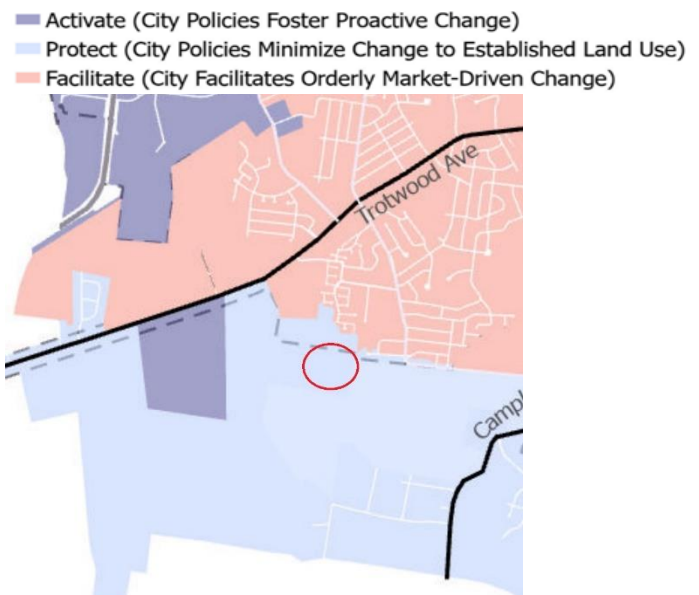
lots with very deep setbacks," "minimal site and design requirements," and "insignificant public frontages." A CD-3 district would likely introduce form and pattern standards inconsistent with this semi-rural, very low-density character.

- **Orderly and Contiguous Development:** The request is also considered premature in the context of orderly and contiguous growth, especially given that an area immediately to the south has been recently annexed but remains undeveloped and without urban services. Permitting annexation and higher-intensity zoning in an area lacking services creates an undesirable "leapfrog" development pattern, which is contrary to the principles of efficient infrastructure extension.

For these reasons, the request for a Comprehensive Plan Amendment to allow CD-3 zoning and the associated annexation is deemed **inconsistent** with the vision and specific policies of the Connect Columbia Comprehensive Plan for the Rural Transition area.

AREA OF CHANGE (Protect)

Connect Columbia established the areas of change policy designation for the subject site as **Protect**. These are areas that are not expected (or do not desire) to experience significant changes in character. Occasional new or infill development within these areas may enhance quality of place and improve connectivity and transportation options, However, the land use pattern is established, and major or intense development should provide clear public benefits. The review process should emphasize compatibility and adequacy of municipal services. (Connect Columbia p. 32).



CONFORMITY WITH ZONING ORDINANCE

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant has provided a concept plan. The purpose of the concept plan is to demonstrate that it may be possible to develop the site in conformity with the standards of the requested character districts. The applicant's request involves a proposed annexation and a concurrent request for CD-3 zoning for the subject property. This section assesses the conformity of the proposed zoning with the intent and regulations of the Columbia Zoning Ordinance as they relate to the Comprehensive Plan.

The proposed CD-3 zoning is found to be **not in conformity** with the existing Columbia Zoning Ordinance, as it applies to the context of the subject property and its Comprehensive Plan designation.

- **Inconsistent with Comprehensive Plan Implementing Districts:** As noted in the "Consistency with Connect Columbia" section, the Comprehensive Plan designates the Rural Character District (CD-2) and Civic (CV) as the appropriate implementing zoning districts for areas classified as Rural Transition (RT). The applicant's request for CD-3 zoning is a district that is not designated to implement the RT Future Land Use Classification. To grant CD-3 zoning, an amendment to the Comprehensive Plan would be necessary to change the underlying Future Land Use designation for this property, as the Zoning Ordinance relies on the Comprehensive Plan for guiding zoning decisions.
- **Zoning Pre-requisites for Annexation:** The Zoning Ordinance, in conjunction with the Comprehensive Plan, establishes that areas being annexed must have the necessary urban services available or must have them concurrently extended. The lack of adjacent and available urban services, particularly sewer, means that the proposed CD-3 zoning, which typically implies a greater demand for such services, cannot be adequately supported at this location under current conditions. The Zoning Ordinance's application is intrinsically linked to the ability to serve the proposed uses and densities.
- **Incompatibility with Existing Rural Character District Intent:** The intent of the existing Rural Character District (CD-2), which is the designated implementing zone for RT, is to maintain low densities and preserve rural characteristics. Allowing CD-3 zoning would introduce a level of development intensity and form that is fundamentally incompatible with the purpose and standards of the adjacent and surrounding CD-2 zoned properties, as well as the overarching intent of the RT area.

Therefore, without a fundamental change to the underlying Comprehensive Plan Future Land Use classification for this property to one that supports CD-3 zoning and absent the provision of necessary urban services, the proposed CD-3 zoning is **not in conformity** with the guiding principles and structure of the Columbia Zoning Ordinance in this context.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its meeting in February 2025. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Engineering:** No comments
- **Planning** noted that the implementing Character district for Hillside and Natural Space protection is Civic. The applicant responded by establishing a Civic district over the required protection area in accordance with *Connect Columbia*. Furthermore, planning noted that access with the adjoining CPWS property to the east of the subject property will require joint agreements if a Development Plan for the subject site is created.
- **Fire Marshal:** Advisory note was made that structure over 150 ft off main roads will not meet the code. This was based off of the concept plan only and would be required to be addressed at time of Site Development Plan.
- **Columbia Water** issued conditional water availability letter on January 2, 2025, and remains valid for 120 days. It was highlighted in the letter that current planning anticipates completion of water system improvements near the end of 2028.
- **Wastewater** noted that it has the available capacity to service the development; however, existing infrastructure improvements may be required to convey additional sanitary sewer flow from the development with a requirement of a contract with a third-party engineering consultant.

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its July 2025 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 Rezoning¹ 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 schools, roads, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.*

Section 8.5.20 of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed Comprehensive Plan, Future Land Use Map, or other City land use plan Amendment(s)/Adoption(s). Collectively referred to as “Land Use Plans” within the Section.

Section 8.5.20.E of the Zoning Ordinance establishes the actions by the Planning Commission when considering changes to Amendments/Adoptions.

Section 8.5.20.F outlines the criteria for Planning Commission Recommendations:

- 1. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of all other applicable adopted Land Use Plans;*

¹ **Rezoning:** A change in the district boundaries or district classifications of the Zoning map pursuant to Section 8.5.19. **For the purposes of the Ordinance, rezoning also includes the initial zoning of a property that occurs with annexation.**

2. *Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;*
3. *Whether the proposed change would create substantial adverse impacts in the Adjacent area or the City in general;*
4. *Whether conditions affecting the area have changed to a sufficient extent to warrant the proposed change; and*
5. *Whether the subject parcel is of adequate shape and size to accommodate the proposed change*

SAMPE MOTIONS

Approve:

Move to find, 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.4** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the request to annex with plan of services as presented, 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 zoning 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.4** 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 make a decision, 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

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4555 -AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE CHRIST OUR SAVIOR PLANNED UNIT DEVELOPMENT AT TAX MAP 51 PARCEL 7.01, BEING 2494 NASHVILLE HIGHWAY - WARD 5.

RECOMMENDATION: Conduct the Public Hearing for Ordinance No. 4555.

INFORMATION: The applicant is requesting to amend the PUD master plan by adding a wireless communication monopine to the property along Grove Park Way. The Planning Commission reviewed this request at their July 9, 2025 meeting and recommended denial by a vote of six to zero. The notice of Public Hearing was advertised July 23, 2025 in Main Street Maury.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4555 PH, Ordinance No. 4555, Exhibit A, DS Staff Report, Additional Info.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY
AMENDING THE CHRIST OUR SAVIOR PLANNED UNIT DEVELOPMENT
AT TAX MAP 51 PARCEL 7.01, BEING 2494 NASHVILLE HIGHWAY.**

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 amending the PUD Master Plan Christ our Savior Planned Unit Development at Tax Map 51 Parcel 7.01, located at 2494 Nashville Highway.

Section 2: Said revised Planned Unit Development Master Plan is located in the Third Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia. The revised Christ Our Savior PUD Master Plan, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of denial, on the 9th day of July, 2025, and after a public hearing held on the 14th day of August, 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

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

- a. The proposed PUD Master Plan is in agreement 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;
- 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 ordinances or parts of ordinances in conflict herewith are hereby repealed.

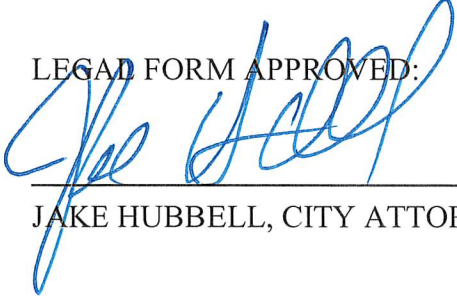
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of September, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____



VOGUE
TOWERS

(HEREINAFTER REFERRED TO AS "VOGUE TOWERS II, LLC")

TN-5001
LANTON
2507 GROVE PARK WAY
COLUMBIA, TN 38401



CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS
(HEREINAFTER REFERRED TO AS "LESSEE")



THE INFORMATION CONTAINED IN
THIS SET OF DOCUMENTS IS
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OR DISCLOSURE OTHER THAN THAT
WHICH RELATES TO THE CLIENT IS
STRICTLY PROHIBITED.

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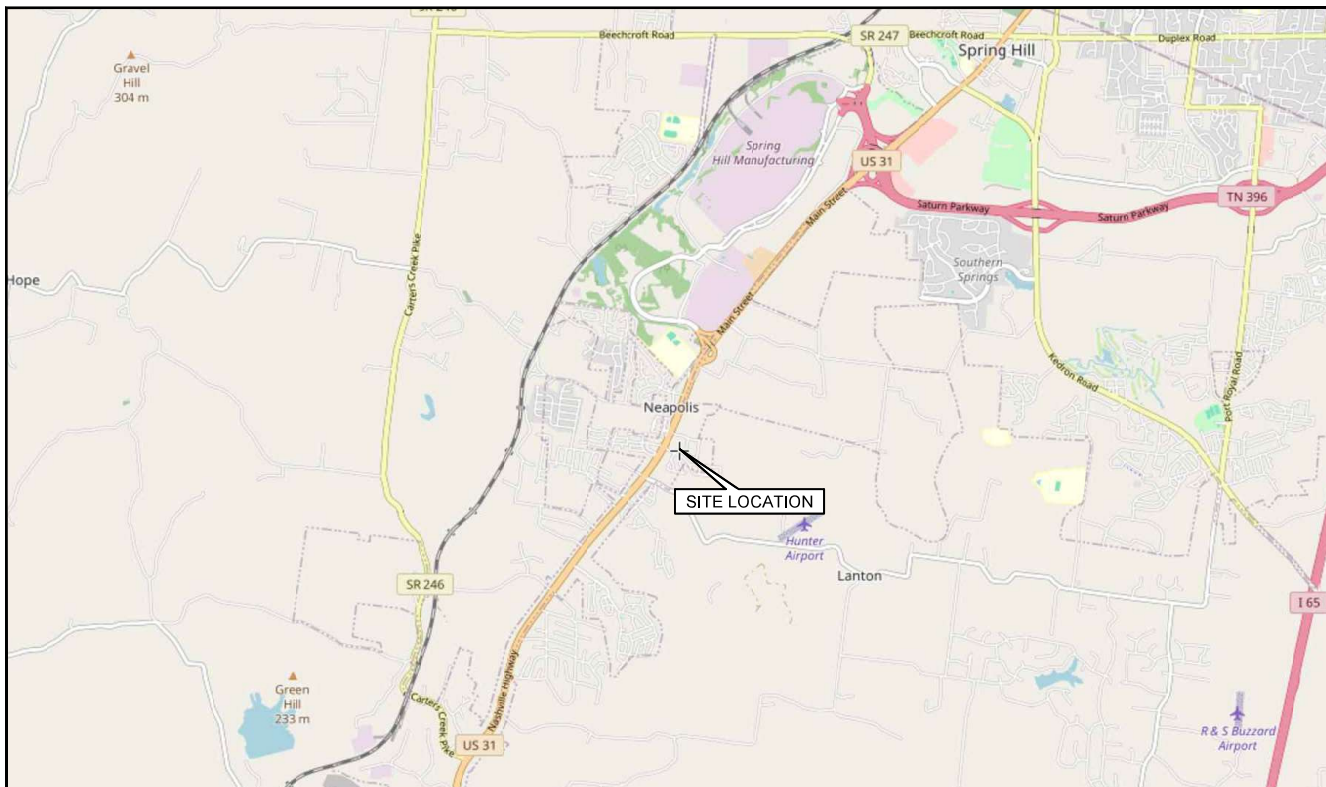
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PROJECT SUMMARY

SITE NAME:	LANTON
SITE NUMBER:	TN-5001
SITE ADDRESS: (E911 ADDRESS VERIFIED)	2507 GROVE PARK WAY COLUMBIA, TN 38401
COUNTY:	MAURY COUNTY
JURISDICTION:	CITY OF COLUMBIA, TN
ZONING:	N/A
PROPERTY OWNER:	CHRIST OUR SAVIOR LUTHERAN CHURCH 2494 NASHVILLE HWY. COLUMBIA, TN 38401
CONTACT:	TBD
PHONE:	TBD
STRUCTURE OWNER:	VOGUE TOWERS II, LLC 430 CHESTNUT ST., SUITE 101-B CHATTANOOGA, TN 37402
CONTACT:	JANET GILL
PHONE:	(423) 260-4982
LESSEE:	CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS 8921 RESEARCH DR. CHARLOTTE, NC 28262
LESSEE SITE NAME:	LANTON
LESSEE SITE #:	17330373
SITE COORDINATES:	
LATITUDE:	35° 42' 20.11" N (NAD83)
LONGITUDE:	86° 58' 27.65" W (NAD83)
ELEVATION:	741.5' AMSL (NAVD88)
OCCUPANCY:	UNMANNED
SITE TYPE:	RAWLAND
POWER COMPANY:	COLUMBIA POWER & WATER SYSTEMS
CONTACT:	TBD
PHONE:	(931) 388-4833
FIBER:	TBD
CONTACT:	TBD
PHONE:	TBD
POLICE DEPARTMENT:	COLUMBIA POLICE DEPARTMENT
PHONE:	(931) 388-2727
FIRE DEPARTMENT:	COLUMBIA FIRE & RESCUE
PHONE:	(931) 560-1700

VICINITY MAP



NOT TO SCALE

SCOPE OF WORK

NEW BUILD - RAWLAND

INSTALLATION OF A 105'-0" MONOPINE W/ GROUNDING, UTILITIES,
FENCED COMPOUND, AND OTHER SUPPORT STRUCTURES AND
COMPONENTS.

INSTALLATION OF ANTENNAS AND ANCILLARY EQUIPMENT FOR WIRELESS COMMUNICATIONS.

APPLICABLE CODES

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

<u>CODE TYPE</u>	<u>CODE</u>
BUILDING	2018 IBC
RESIDENTIAL	2018 IRC
PLUMBING	2018 IPC
MECHANICAL	2018 IMC
FIRE	2018 IFC
ENERGY	2009 IEC
FUEL GAS	2018 IFGC
PROPERTY MAINTENANCE	2018 IPMC
ELECTRICAL	2017 NFPA 70 / NEC
EXISTING BUILDING	2012 IEBC
ACCESSIBLE BUILDINGS	2009 ICC/ANSI A117.1

STRUCTURAL REVIEW

CONTRACTOR SHALL ATTAIN AND VERIFY STRUCTURAL EVALUATION REPORT OF EXISTING TOWER FOR EXACT PLACEMENT OF ANTENNAS AND COAX CABLES. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE STRUCTURAL EVALUATION REPORT AND NOTIFY VERIZON'S CONSTRUCTION MANAGER IN THE CASE OF ANY DISCREPANCIES. ANY STRUCTURAL MODIFICATION, IF REQUIRED, SHALL BE DONE PRIOR TO THE INSTALLATION OF ANTENNAS.



CALL TENNESSEE ONE CALL
(800) 351-1111
CALL 3 WORKING DAYS
BEFORE YOU DIG!



SITE NAME

LANTON

SITE NUMBER

TN-5001

SITE ADDRESS

2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE

RAWLAND

SHEET TITLE

TITLE SHEET

SHEET NUMBER

Z-001

REVISION

2

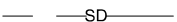
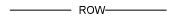
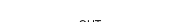
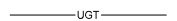
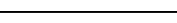
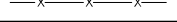
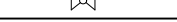
GENERAL NOTES

1. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL APPLICABLE PERMITTING AUTHORITIES.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND THE CODES, REGULATIONS, AND STANDARDS OF ALL APPLICABLE GOVERNING AUTHORITIES.
3. THE GENERAL CONTRACTOR SHALL VERIFY THAT ALL EXISTING TOPOGRAPHY AND HORIZONTAL GEOMETRY IS AS INDICATED ON THESE DRAWINGS. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE OR REPAIR TO THESE FACILITIES CAUSED BY THE CONTRACTOR'S WORK FORCE. IMMEDIATELY NOTIFY THE OWNER REPRESENTATIVE OF ANY DISCREPANCIES OR INTERFERENCE WHICH AFFECT THE WORK OF THIS CONTRACT.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
5. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE OWNER REPRESENTATIVE AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.
6. ANY PROPERTY DAMAGE CAUSED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE CORRECTED AND/OR RESTORED TO THE SATISFACTION OF THE PROPERTY LESSOR(S) AND THE OWNER'S CONSTRUCTION MANAGER AT NO ADDITIONAL COST TO THE OWNER.
7. CONTRACTOR SHALL MAINTAIN 20' HORIZONTAL CLEARANCE FROM CENTERLINE OF EXISTING POWER LINES OR AS REQUESTED BY THE POWER COMPANY.
8. NOTIFY THE OWNER REPRESENTATIVE TWENTY-FOUR HOURS PRIOR TO CONSTRUCTION TO ALLOW THE OWNER REPRESENTATIVE TO REVIEW THE SITE PRIOR TO EXCAVATION.
9. THE CONTRACTOR SHALL INCLUDE ALL WORK REQUIRED TO CO-LOCATE ON THE EXISTING TOWER INCLUDING ALL NECESSARY SITE IMPROVEMENTS, FOUNDATIONS, ELECTRICAL IMPROVEMENTS, SNAP-INS, H-FRAME, AND OTHER ACCESSORIES FOR COMPLETE INSTALLATION.
10. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE FOLLOWING EQUIPMENT SUPPLIED BY THE OWNER: ANTENNAS, COAX CABLES, ICE BRIDGE, WAVEGUIDE LADDER, METER, AND EQUIPMENT CABINETS/SHELTER. THE EQUIPMENT CABINETS/SHELTER SHALL BE TRANSPORTED TO THE SITE BY THE CONTRACTOR.
11. CONTRACTOR TO NOTIFY THE OWNER REPRESENTATIVE FORTY-EIGHT HOURS PRIOR TO CONCRETE POURS.
12. CONTRACTOR TO PROVIDE RED LINE CONSTRUCTION DRAWINGS TO OWNER AND LESSEE AT COMPLETION OF JOB.

ABBREVIATIONS

AGL	ABOVE GROUND LEVEL	AMSL	ABOVE MEAN SEA LEVEL
CL	CENTERLINE	CONC	CONCRETE
DIA	DIAMETER	DIM	DIMENSION
(E)	EXISTING	EA	EACH
ELEV	ELEVATION	EQ	EQUAL
FTG	FOOTING	FDN	FOUNDATION
LLH	LONG LEG HORIZONTAL	HSS	HOLLOW STRUCTURE SHAPE
MAX	MAXIMUM	LLV	LONG LEG VERTICAL
NTS	NOT TO SCALE	MIN	MINIMUM
PL	PLATE	OC	ON CENTER
TOS	TOP OF STEEL	RGS	RIGID GALVANIZED STEEL
UNO	UNLESS NOTED OTHERWISE	TYP.	TYPICAL
W/	WITH	TBR	TO BE REMOVED

LEGEND

SYMBOLS OF EXISTING FEATURES	DESCRIPTION	SYMBOLS OF PROPOSED FEATURES
X 100.5	SPOT ELEVATION	 712.9
 95	CONTOUR LINE	 98
 SD	STORM DRAIN	 SD
	CATCH BASIN	
 ROW	RIGHT OF WAY	
	IRON PIN	
	BENCHMARK	
	CONCRETE MONUMENT	
	CENTERLINE	
 OHT	OVERHEAD TELEPHONE	 OHT
 UGT	UNDERGROUND TELEPHONE	 UGT
 OHP	OVERHEAD POWER	 OHP
 UGP	UNDERGROUND POWER	 UGP
 UGF	UNDERGROUND FIBER	 UGF
 X X X	FENCE LINE	 X X X
 SF SF	SILT FENCE	 SF SF
 LOD	LIMITS OF DISURBANCE	 LOD
	UTILITY POLE	
	LIGHT POLE	
 W	WATER LINE	
	WATER VALVE	
 UGG	NATURAL GAS LINE	
	GAS VALVE	
 ST	SANITARY SEWER	
	MANHOLE	
NOTE: THIS IS A GENERAL LEGEND. ALL FEATURES MAY NOT BE LOCATED IN THIS SITE.		



THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

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CHECKED BY	BNS

REVISIONS				
2	06/18/25	BNS	FINAL ISSUE	
1	04/15/25	BNS	FINAL ISSUE	
0	03/07/25	BNS	FINAL ISSUE	
B	03/06/25	BNS	PRELIMINARY ISSUE	
A	03/05/25	BNS	PRELIMINARY ISSUE	
#	DATE	BY	DESCRIPTION	



SITE NAME	LANTON
SITE NUMBER	17330373



SITE NAME	LANTON
SITE NUMBER	TN-5001

SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

SHEET TITLE	GENERAL NOTES
-------------	---------------

SHEET NUMBER	REVISION
Z-002	2

GENERAL NOTES:

1.

This Survey is prepared exclusively to show site conditions and/or for use in support of instruments related to Leases and Easements as may be shown hereon. Any property boundary information shown hereon is a composite of information gathered from current or previous Surveys, Plat & Deed Description and/or Assessor's Tax Maps as may be referenced hereon. This Survey is not a Boundary Survey of any Tax Parcels or Deed Tracts, and does not create, combine, or divide any existing properties.
2.

Survey shown hereon was performed under the supervision of a state-registered Land Surveyor and conforms to all applicable State Board Requirements.
3.

Instruments Used: One or more of: Topcon Total Station, Topcon Hiperlite Plus GPS, Carlson Surveyor Data Collector, DJI UAV.
4.

Where shown, improvements (utilities, buildings, trees, fences, etc.) are based on field Survey and/or aerial mapping.
5.

Any Underground Utilities shown according to surface markings made by others, found at time of survey. Additional marked utilities outside the area covered by this survey map may be shown in provided CAD Files. Utility Markings may not be comprehensive: this survey does not relieve design and construction personnel of the responsibility to determine the locations of underground utilities prior to land disturbance activities.
6.

This Survey is presented in the format required by Clients. Clients are advised that Official Jurisdictions may require the Survey to be presented in another format with additional notes and certifications. In the event other formats, notes or certifications are requested by applicable jurisdictions, it is the responsibility of the Client to request same be prepared by Surveyor. Survey as published is not intended to be suitable for recording as a Subdivision Plat.
7.

This survey may have been reduced or enlarged in size due to subsequent reproduction. This should be taken into consideration when obtaining scaled data.
8.

Geographic Coordinates, if published, meet FAA Accuracy Code 1A, and are accurate to within ± 20 feet horizontally and to within ± 3 feet vertically.
9.

Any Flood Zone information presented hereon is according to current FEMA Flood Map information as may be referenced hereon. No Flood Elevation Survey of Certification performed.
10.

This survey is not valid without the original signature seal of a State-Licensed Land Surveyor, and is not complete without the total of sheets as specified in Survey Title Blocks.
11.

Unless indicated otherwise by reference to Record Instruments, any Lessee's Leases, Premises or Easements shown hereon are NOT YET OF RECORD and may be subject to change pending review and approval by Carrier, applicable jurisdictions and/or other involved parties.
12.

Any Survey Markers placed as required by Standards of Practice and/or Client request represent the Leases and/or Easements as requested or designed by Clients at the time of this survey issue and may not reflect changes to site design which have not been communicated to Surveyor in the form of a Survey revision request. Surveyor shall not be liable for any circumstance arising as a result of revisions to Site Design (which may invalidate existing survey markers) occurring after the date of this Survey issue.

SURVEYOR'S CERTIFICATION

To: Vogue Towers II, LLC:
I hereby certify (or state) that this is a Category II Survey; the ratio of precision of the unadjusted survey exceeds 1:7.500; and that this survey was done in compliance with the current Tennessee Minimum Standards of Practice.



Travis L. Shields
Tennessee RLS
License No. 2921

PROPOSED TOWER LOCATION DATA

Latitude: NORTH: 35.705586° 35° 42' 20.11"
Longitude: WEST: 86.974347° 86° 58' 27.65"
Ground Elev: 741.5 FEET AMSL (NAVD88)
Benchmark: DJ9562 TN37

PARENT TAX PARCEL

CHRIST OUR SAVIOR EVANGELICAL LUTHERAN CHURCH
TAX PARCEL: 051 007.01

NORTH ORIENTATION

TENNESSEE STATE PLANE COORDINATE SYSTEM
Based on GPS Survey relative to NGS CORS Network, NAD83 (2011)
ELEVATION DATUM: NAVD88, GEOID 12B
DATE OF SURVEY: 11-13-2024

Method: RTK (CORS); Confidence Level: 95%
Positional Accuracy: HZ ± 0.10'
EPOCH 2010.0000
Convergence: 0.57045000°; Combined Factor: 0.99991983

FLOOD DATA

FEMA FLOOD MAP PANEL: 47119C0180E, Effective Date:
04-16-2007. Surveyed Area appears to lie within: ZONE X (Areas of Minimal Flood Hazard)

TITLE EXAMINATION:

See Sheet #6

ADDITIONAL NOTES

The Lessee's Access & Utility Easement extends to the Public R/W.

The Lessee's Premises lies entirely within the Parent Tax Parcel.

Except as noted hereon, no visible potential encroachments were observed at the time of the survey.

SURVEY ISSUE DATA

#	DETAILS	DATE	DRAWN	APP
0	Original Survey Issue	12-16-2024	NB	TLS
1	Proposed Tower Center revised	06-18-2025	NB	TLS

LOCATION MAP

NOT TO SCALE



LEGEND

R/W	RIGHT-OF-WAY	●	IRON ROD FOUND (AS NOTED)
C/L	CENTER LINE	⊙	IRON PIPE FOUND
AU	ACCESS & UTILITY	⋈	UTILITY POLE
ESMT	EASEMENT	↓	GUY ANCHOR
P.O.C.	POINT OF COMMENCEMENT	⋈	LIGHT POLE
P.O.B.	POINT OF BEGINNING	⎓	TRANSFORMER
Sq Ft	SQUARE FEET	⎓	TELECOM JUNCTION
		⊕	GAS LINE MARKER
		⋈	GAS VALVE
		⎓	CURB INLET
		⊕	PULL BOX
		⋈	WATER VALVE
		⊕	FIRE HYDRANT
		⊕	SEWER MANHOLE
		*	PROPOSED EQUIPMENT LOCATION
		⊕	SITE BENCHMARK

1 TREE (SEE TABLE, SHEET #5)

———//———//———	PAVEMENT EDGE
=====	CURB LINE
—————	SIDEWALK
—————OHU—————	OVERHEAD UTILITY LINES
———GUY———GUY———GUY———	GUY WIRE
———x———x———x———	FENCE
—————	5' CONTOURS
- - - - -	1' CONTOURS

—————RW—————	PUBLIC R/W
- - - - -	TAX PARCEL BOUNDARY
—————	EXISTING EASEMENT
=====	LESSEE'S PREMISES
- - - - -	LESSEE'S EASEMENTS



THE
LAND CONSULTANTS
LLC

5449 HIGHWAY 41
JASPER, TN 37347
423.304.6722

PREPARED FOR



VOGUE
TOWERS

VOGUE TOWERS II, LLC

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY

LANTON

Site Number: TN-5001

Grove Park Way, Columbia, TN 38401

Maury County, Tennessee

COVER SHEET

DWG#: 24234
ISSUE #: 1
ISSUE DATE: 06-18-2025
SEE SHEET #1

SHEET
1
OF
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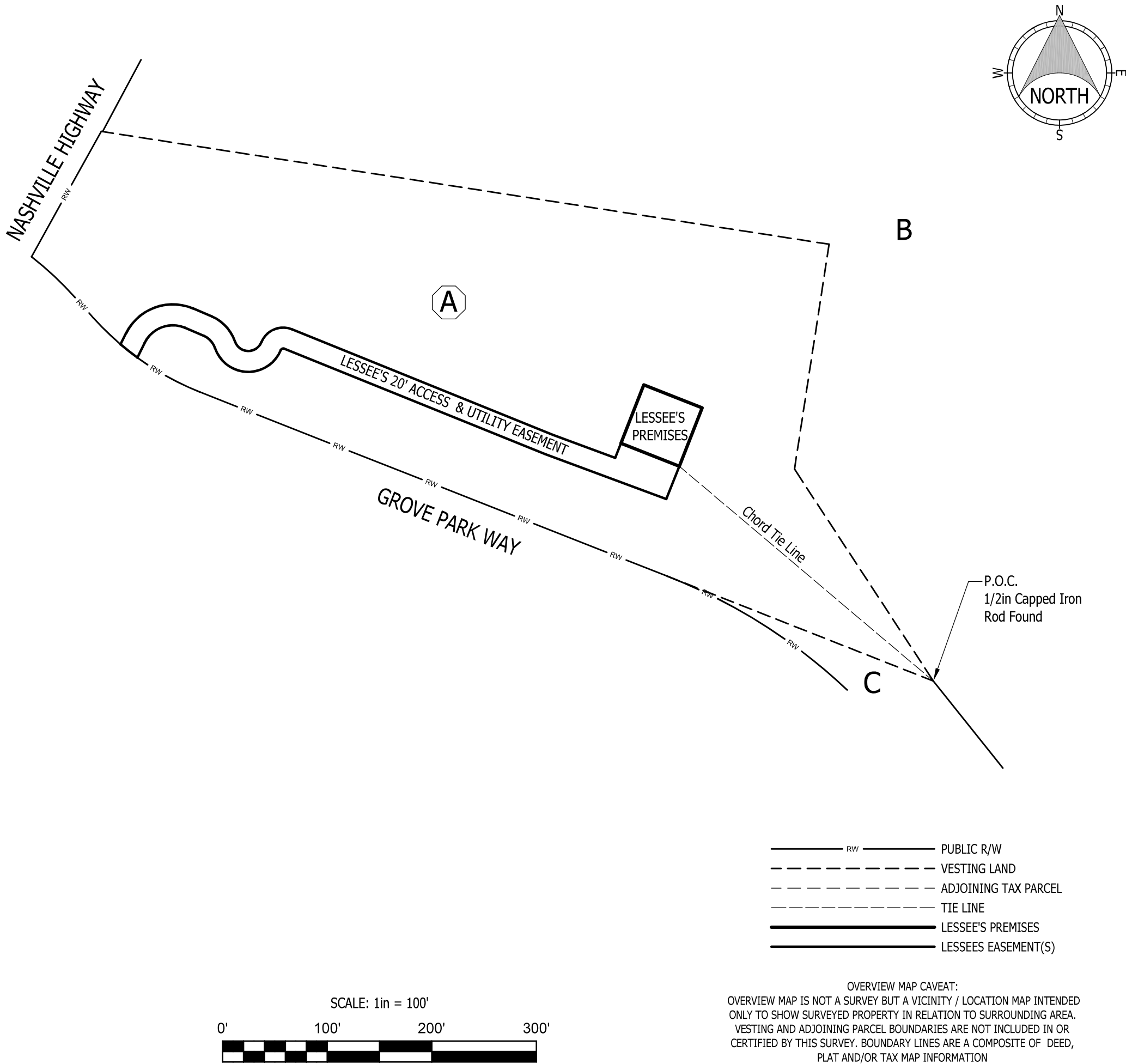
PROPERTY INFORMATION

PARENT TAX PARCEL

- A. CHRIST OUR SAVIOR EVANGELICAL LUTHERAN CHURCH
TAX PARCEL: 051 007.01
DEED BOOK 1195, PAGE 444

ADJOINING TAX PARCELS

- B. GH TENNESSEE, LLC.
TAX PARCEL: 051 006.00
DEED BOOK R2813, PAGE 689
- C. FORTUNA CAPITAL, LLC.
TAX PARCEL: 051B D 031.00
DEED BOOK R2293, PAGE 472
PLAT BOOK 21, PAGE 282




THE LAND CONSULTANTS LLC
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VOGUE TOWERS
VOGUE TOWERS II, LLC

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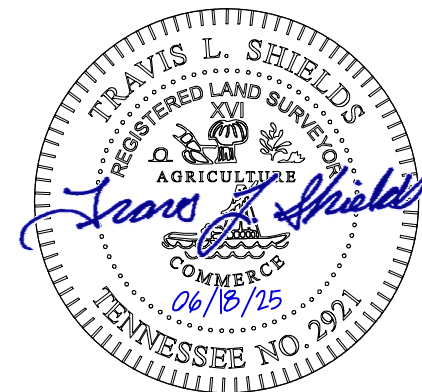
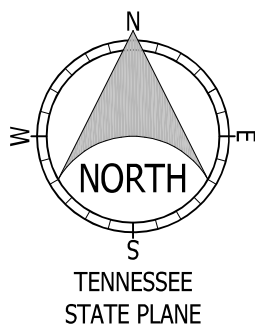
SITE SURVEY
LANTON
Site Number: TN-5001
Grove Park Way, Columbia, TN 38401
Maury County, Tennessee

OVERVIEW MAP

DWG#: 24234
ISSUE #: 1
ISSUE DATE: 06-18-2025
SEE SHEET #1

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OF
6

NASHVILLE HIGHWAY



LESSEE'S 20'
ACCESS & UTILITY
EASEMENT
12,623 Sq. Ft. - 0.29± Ac

See Call Tables, Sheet #5

SCALE: 1in = 30'



GROVE PARK WAY
50' Public R/W (Ref: PB 21-282)

EXISTING BUILDING

Paved Parking

CANOPY

Sidewalk

Paved Driveway

Paved Driveway

▲ SHEET #3 ▲
▼ SHEET #4 ▼



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VOGUE
TOWERS
VOGUE TOWERS II, LLC

SITE SURVEY LANTON

Site Number: TN-5001
Grove Park Way, Columbia, TN 38401

Maury County, Tennessee

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY

DWG#: 24234
ISSUE #: 1
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3
OF
6



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VOGUE TOWERS II, LLC

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY LANTON

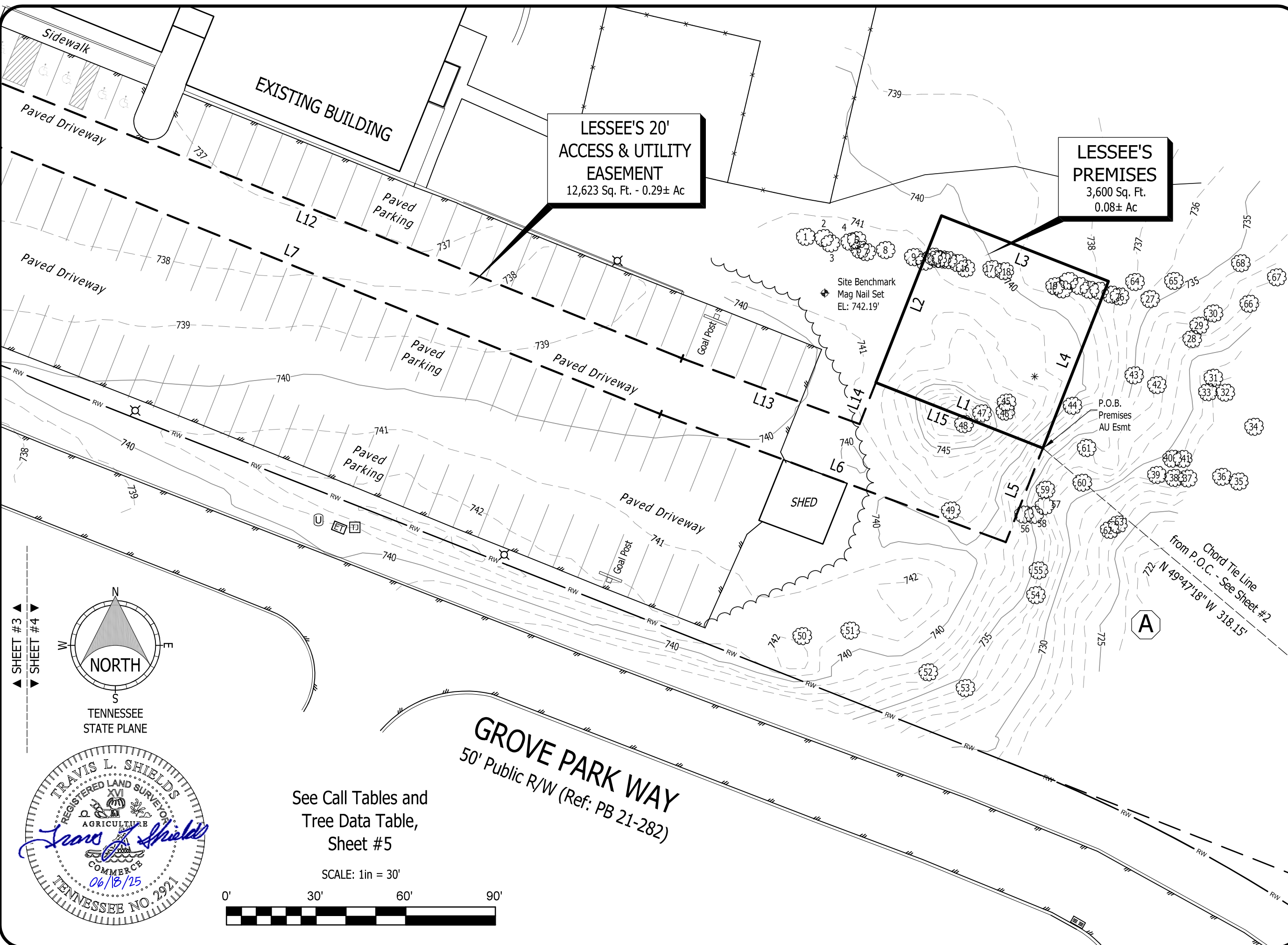
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Grove Park Way, Columbia, TN 38401

Maury County, Tennessee

SITE SURVEY

DWG#: 24234
ISSUE #: 1
ISSUE DATE: 06-18-2025
SEE SHEET #1

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OF
6



LESSEE'S PREMISES

All that tract or parcel of land lying and being in Maury County, Tennessee and being a portion of the property of Christ Our Savior Evangelical Lutheran Church, of record in Deed Book 1195, Page 444, Register’s Office, Maury County, Tennessee and being more particularly described as follows,

COMMENCE at a one-half-inch Iron Rod Found at the Southeast Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 49°47'18" W, a distance of 318.15 feet to the POINT OF BEGINNING;

Thence N 68°32'42" W, a distance of 60.00 feet;
Thence N 21°27'18" E, a distance of 60.00 feet;
Thence S 68°32'42" E, a distance of 60.00 feet;
Thence S 21°27'18" W, a distance of 60.00 feet to the POINT OF BEGINNING.

Said tract Premises 0.08 Acres (3,600 Square Feet), more or less.

LESSEE'S 20' ACCESS & UTILITY EASEMENT

All that tract or parcel of land lying and being in Maury County, Tennessee and being a portion of the property of Christ Our Savior Evangelical Lutheran Church, of record in Deed Book 1195, Page 444, Register’s Office, Maury County, Tennessee and being more particularly described as follows,

COMMENCE at a one-half-inch Iron Rod Found at the Southeast Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 49°47'18" W, a distance of 318.15 feet to the POINT OF BEGINNING;

Thence S 21°27'18" W, a distance of 33.79 feet;
Thence N 69°39'42" W, a distance of 123.26 feet;
Thence N 67°59'50" W, a distance of 269.56 feet;
Thence with a curve to the left with an arc length of 3.73 feet, with a radius of 2.38 feet, with a chord bearing of S 67°03'24" W, with a chord length of 3.36 feet;
Thence with a curve to the right with an arc length of 81.44 feet, with a radius of 33.55 feet, with a chord bearing of N 88°20'53" W, with a chord length of 62.87 feet;
Thence with a curve to the left with an arc length of 16.78 feet, with a radius of 20.00 feet, with a chord bearing of N 42°50'38" W, with a chord length of 16.29 feet;
Thence N 66°52'54" W, a distance of 19.09 feet;
Thence with a curve to the left with an arc length of 45.46 feet, with a radius of 30.00 feet, with a chord bearing of S 69°42'15" W, with a chord length of 41.24 feet;
Thence S 26°17'23" W, a distance of 15.83 feet to a point on the Northern Right-of-Way Line of Grove Park Way;
Thence along said Right-of-Way Line and with a curve to the right with an arc length of 20.45 feet, with a radius of 270.00 feet, with a chord bearing of N 51°45'15" W, with a chord length of 20.44 feet;
Thence N 26°17'23" E, leaving said Right-of-Way Line and a distance of 11.59 feet;
Thence with a curve to the right with an arc length of 75.77 feet, with a radius of 50.00 feet, with a chord bearing of N 69°42'15" E, with a chord length of 68.73 feet;
Thence S 66°52'54" E, a distance of 19.09 feet;
Thence with a curve to the right with an arc length of 33.56 feet, with a radius of 40.00 feet, with a chord bearing of S 42°50'38" E, with a chord length of 32.59 feet;
Thence with a curve to the left with an arc length of 32.89 feet, with a radius of 13.55 feet, with a chord bearing of S 88°20'53" E, with a chord length of 25.39 feet;
Thence with a curve to the right with an arc length of 35.11 feet, with a radius of 22.38 feet, with a chord bearing of N 67°03'24" E, with a chord length of 31.62 feet;
Thence S 67°59'50" E, a distance of 269.27 feet;
Thence S 69°39'42" E, a distance of 63.35 feet;
Thence N 21°27'18" E, a distance of 14.95 feet;
Thence S 68°32'42" E, a distance of 60.00 feet to the POINT OF BEGINNING.

Said Easement contains 0.29 Acres (12,623 Square Feet), more or less.

CURVE DATA TABLE						
CURVE	RADIUS	ARC LEN	TANGENT	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	2.38'	3.73'	2.38'	89°53'33"	S 67°03'24" W	3.36'
C2	33.55'	81.44'	89.93'	139°05'00"	N 88°20'53" W	62.87'
C3	20.00'	16.78'	8.92'	48°04'31"	N 42°50'38" W	16.29'
C4	30.00'	45.46'	28.38'	86°49'42"	S 69°42'15" W	41.24'
C5	270.00'	20.45'	10.23'	4°20'21"	N 51°45'15" W	20.44'
C6	50.00'	75.77'	47.31'	86°49'42"	N 69°42'15" E	68.73'
C7	40.00'	33.56'	17.84'	48°04'31"	S 42°50'38" E	32.59'
C8	13.55'	32.89'	36.32'	139°05'00"	S 88°20'53" E	25.39'
C9	22.38'	35.11'	22.34'	89°53'33"	N 67°03'24" E	31.62'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N 68°32'42" W	60.00'
L2	N 21°27'18" E	60.00'
L3	S 68°32'42" E	60.00'
L4	S 21°27'18" W	60.00'
L5	S 21°27'18" W	33.79'
L6	N 69°39'42" W	123.26'
L7	N 67°59'50" W	269.56'
L8	N 66°52'54" W	19.09'
L9	S 26°17'23" W	15.83'
L10	N 26°17'23" E	11.59'
L11	S 66°52'54" E	19.09'
L12	S 67°59'50" E	269.27'
L13	S 69°39'42" E	63.35'
L14	N 21°27'18" E	14.95'
L15	S 68°32'42" E	60.00'

TREE DATA TABLE			
1	14in Hackberry	35	8in Hickory
2	8in Hackberry	36	8in Hickory
3	14in Hackberry	37	12in Locust (dead)
4	6in Hackberry	38	12in Ash
5	6in Hackberry	39	10in Ash
6	12in Hackberry	40	8in Hickory
7	18in Hackberry	41	16in Hickory
8	14in Hackberry twin	42	16in Cedar
9	10in Ash	43	16in Cedar
10	14in Hackberry	44	8in Ash
11	14in Hackberry	45	6in Cherry
12	14in Hackberry	46	6in Cherry
13	14in Hackberry	47	10in Cherry
14	14in Hackberry	48	6in pear twin
15	12in Hackberry	49	14in Mimosa
16	24in Hackberry	50	14in Mimosa
17	8in Hackberry (twin)	51	10in Mimosa
18	18in Hackberry	52	10in Pear
19	18in Hackberry	53	10in Cedar
20	14in Hackberry	54	10in Hackberry
21	12in Ash	55	8in Hackberry
22	12in Hackberry	56	12in Hickory
23	10in Hackberry	57	24in Hackberry
24	12in Hackberry	58	12in Hackberry
25	6in Hackberry	59	8in Hackberry
26	14in Hackberry	60	12in Hackberry
27	12in Hackberry (quad)	61	20in Cherry
28	20in Oak	62	14in Hickory
29	10in Cedar	63	6in Hackberry
30	24in Hackberry	64	14in Hackberry (twin)
31	6in Hackberry	65	8in Hackberry
32	6in Hickory	66	18in Hickory
33	12in Locust	67	8in Hickory
34	12in Hickory	68	24in Hackberry



THE
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LLC
5449 HIGHWAY 41
JASPER, TN 37347
423-304-6722

PREPARED FOR



VOGUE TOWERS II, LLC

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY
LANTON
Site Number: TN-5001
Grove Park Way, Columbia, TN 38401
Maury County, Tennessee

DESCRIPTIONS
& TABLES

DWG#: 24234
ISSUE #: 1
ISSUE DATE: 06-18-2025
SEE SHEET #1

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OF
6

TITLE EXAMINATION

Surveyor's treatment of Title Examination Items is limited to the scope described in ALTA/NSPS 2021 requirements, Section 6. C. ii., and is limited to determination of the extent of land, that Title Items may influence, if any. "Extent of Property" may be: Blanket in nature for a Parcel or Parcels (not subject to mapping, but assumed to also apply to Lessee's Areas (if any) insofar as these may lie on Parcel(s) influenced by instrument); specifically described by instrument (mapped and shown only if within the Surveyed Area). Determination of physical location may not be possible if: instrument is illegible; instrument lacks sufficient descriptive information; or instrument refers to other instruments which were not included in the title exam and not otherwise available to surveyor. Factors beyond physical location, such as the type of influence that "Restrictions, Covenants, Terms or Conditions" contained in instruments may impart upon Parcels or Lessee's Site or Easements are not evaluated by Land Surveyor. Review by Title Attorney may be warranted. Land Surveyors may not practice Law.)

Reference: Commitment for Title Insurance prepared by Chicago Title Insurance Company, Commitment No. 20241650CTN, Commitment Date: July 30, 2024, Schedule B, Part II, Exceptions.

Item 1 - 9: General Items (no record instruments listed) or Taxes, not addressed by Survey.

Item 10: Deed R1807-1092, Stormwater Detention Easement: Blanket in nature for property of Church.

LEGAL DESCRIPTION OF PARENT PARCEL

North and East by Edward P. Foster as of record in Deed Book 643, page 570 and South by William Hunt, Trustee as of record in Deed Book 851, page 76 and 851, page 84, from whose property this tract is taken and being more particularly described as follows:

Beginning at an iron rod in the East margin of U.S. Highway 31, the southwest corner of the herein described tract; thence with margin of said road along a curve to the left having a radius of 10817.75 feet for a distance of 200.00 feet (chord North 27degrees 51 minutes 36 seconds East 200.00 feet) to an iron rod; thence leaving said highway with Edward P. Foster as of record in Deed Book 643, Page 570 South 82 degrees 53 minutes 57 seconds East 703.08 feet to an iron rod; thence with same South 7 degrees 12 minutes 24 seconds West 218.23 feet to an iron rod; thence with same South 34 degrees 37 minutes 37 seconds East 243.00 feet to an iron rod; thence with William Hunt, Trustee as of record in Deed Book 851, page 76 and 851, page 84 from whose property this tract is taken North 70 degrees 05 minutes 41 seconds West 959.16 feet to the beginning containing 5.00 acres more or less by survey of W.A. Richardson, Jr., (RLS #689), 403 Oakwood Drive, Columbia, TN 38401, January 18, 1993.

Less and except Deed recorded in Book R2072, Page 1244, in the Register's Office for Maury County, Tennessee.

Being the same property conveyed to Christ Our Savior Evangelical Lutheran Church by Warranty Deed from William L. Hunt, Trustee for the Edgar J. Doyle Trust and the Lester Hill Doyle Trust of record in Book 1174, page 310, Register's Office for Maury County, Tennessee, dated March 01, 1993 and recorded on March 02, 1993, Correction Deed recorded in Book 1195, Page 444, said Register's Office.



THE
LAND CONSULTANTS
LLC
5449 HIGHWAY 41
JASPER, TN 37347
423.304.6722

PREPARED FOR



VOGUE
TOWERS

VOGUE TOWERS II, LLC

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

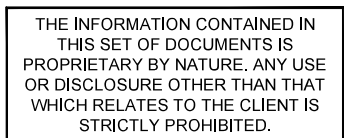
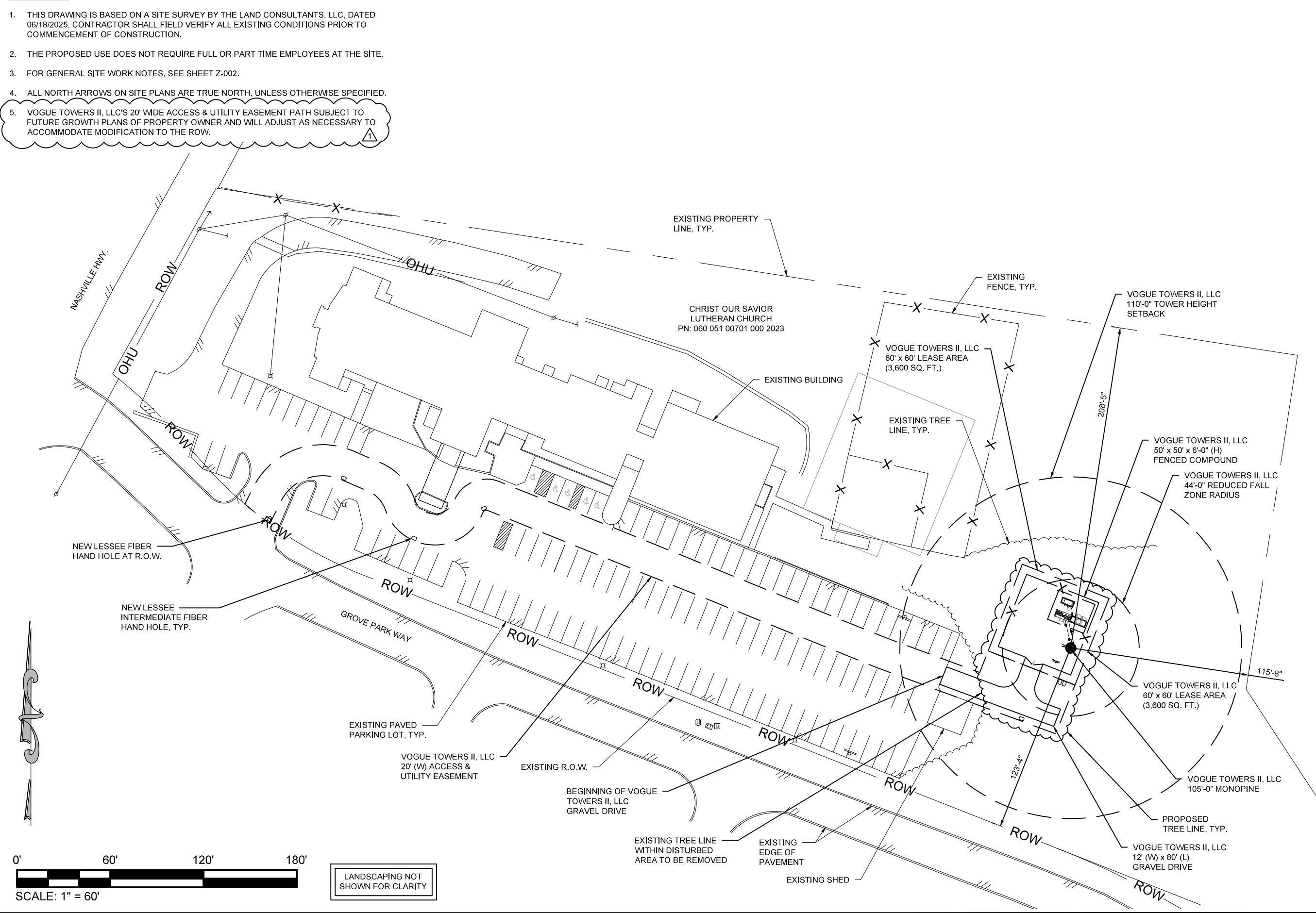
SITE SURVEY
LANTON
Site Number: TN-5001
Grove Park Way, Columbia, TN 38401
Maury County, Tennessee

TITLE

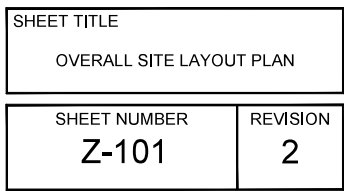
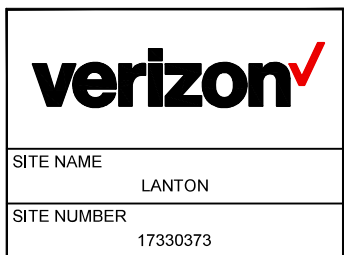
DWG#: 24234
ISSUE #: 1
ISSUE DATE: 06-18-2025
SEE SHEET #1

SHEET
6
OF
6

1. THIS DRAWING IS BASED ON A SITE SURVEY BY THE LAND CONSULTANTS, LLC, DATED 06/18/2025. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
3. FOR GENERAL SITE WORK NOTES, SEE SHEET Z-002.
4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.
5. VOGUE TOWERS II, LLC'S 20' WIDE ACCESS & UTILITY EASEMENT PATH SUBJECT TO FUTURE GROWTH PLANS OF PROPERTY OWNER AND WILL ADJUST AS NECESSARY TO ACCOMMODATE MODIFICATION TO THE ROW.



REVISIONS			
2	06/18/25	BNS	FINAL ISSUE
1	04/15/25	BNS	FINAL ISSUE
0	03/07/25	BNS	FINAL ISSUE
B	03/06/25	BNS	PRELIMINARY ISSUE
A	03/05/25	BNS	PRELIMINARY ISSUE
#	DATE	BY	DESCRIPTION



NOTES:

1. THIS DRAWING IS BASED ON A SITE SURVEY BY THE LAND CONSULTANTS, LLC, DATED 06/18/2025. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
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4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.





THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY	BNS
CHECKED BY	BNS

REVISIONS				
#	DATE	BY	DESCRIPTION	
2	06/18/25	BNS	FINAL ISSUE	
1	04/15/25	BNS	FINAL ISSUE	
0	03/07/25	BNS	FINAL ISSUE	
B	03/06/25	BNS	PRELIMINARY ISSUE	
A	03/05/25	BNS	PRELIMINARY ISSUE	





SITE NAME
LANTON

SITE NUMBER
17330373



SITE NAME
LANTON

SITE NUMBER
TN-5001

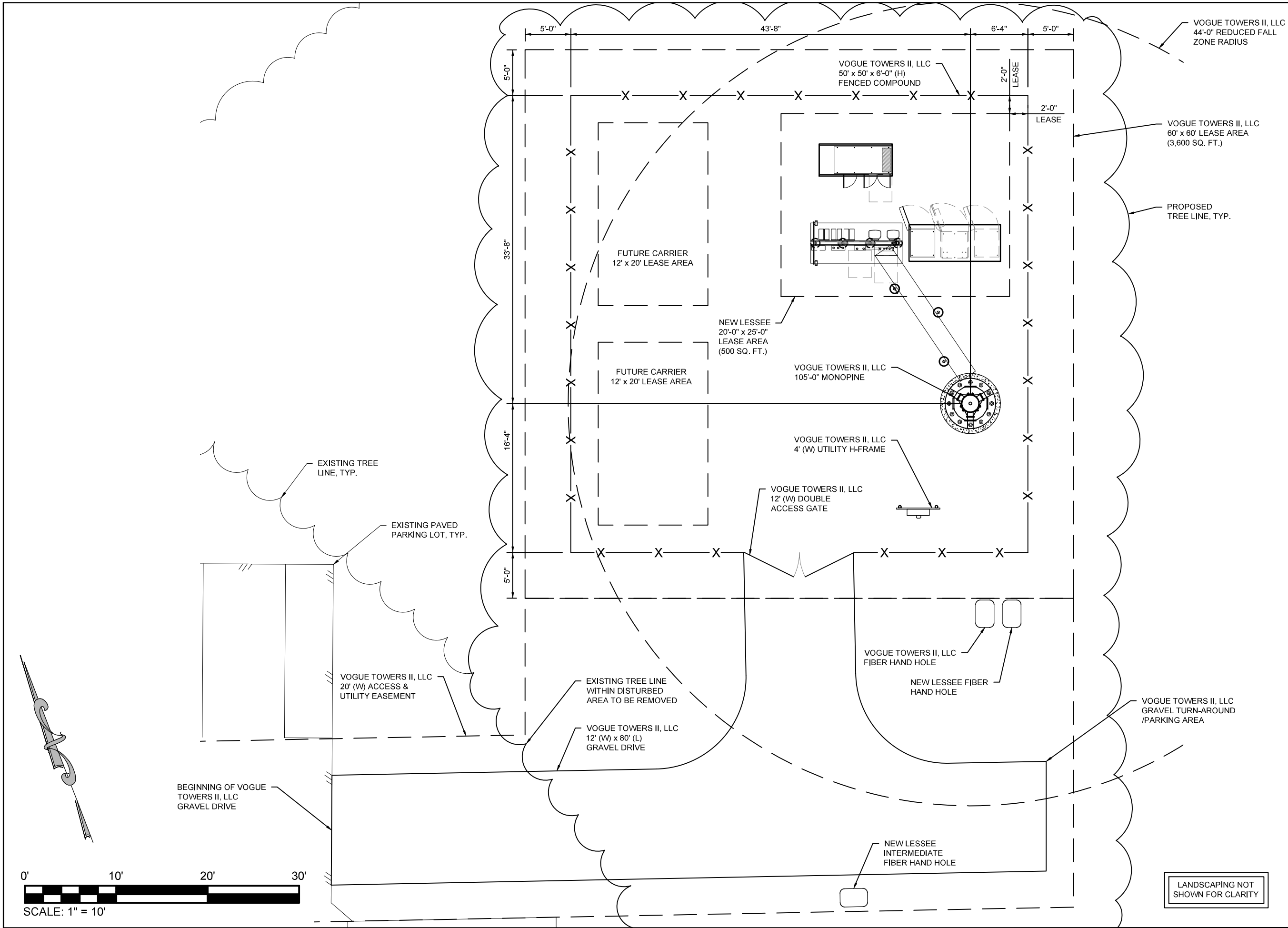
SITE ADDRESS
2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE
RAWLAND

SHEET TITLE
OVERALL AERIAL
SITE LAYOUT PLAN

SHEET NUMBER Z-102	REVISION 2
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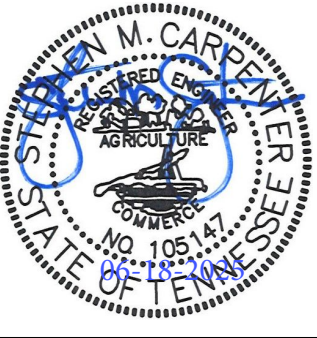




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DRAWN BY	BNS
CHECKED BY	BNS

REVISIONS			
#	DATE	BY	DESCRIPTION
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B	03/06/25	BNS	PRELIMINARY ISSUE
A	03/05/25	BNS	PRELIMINARY ISSUE





SITE NAME
LANTON

SITE NUMBER
17330373



SITE NAME
LANTON

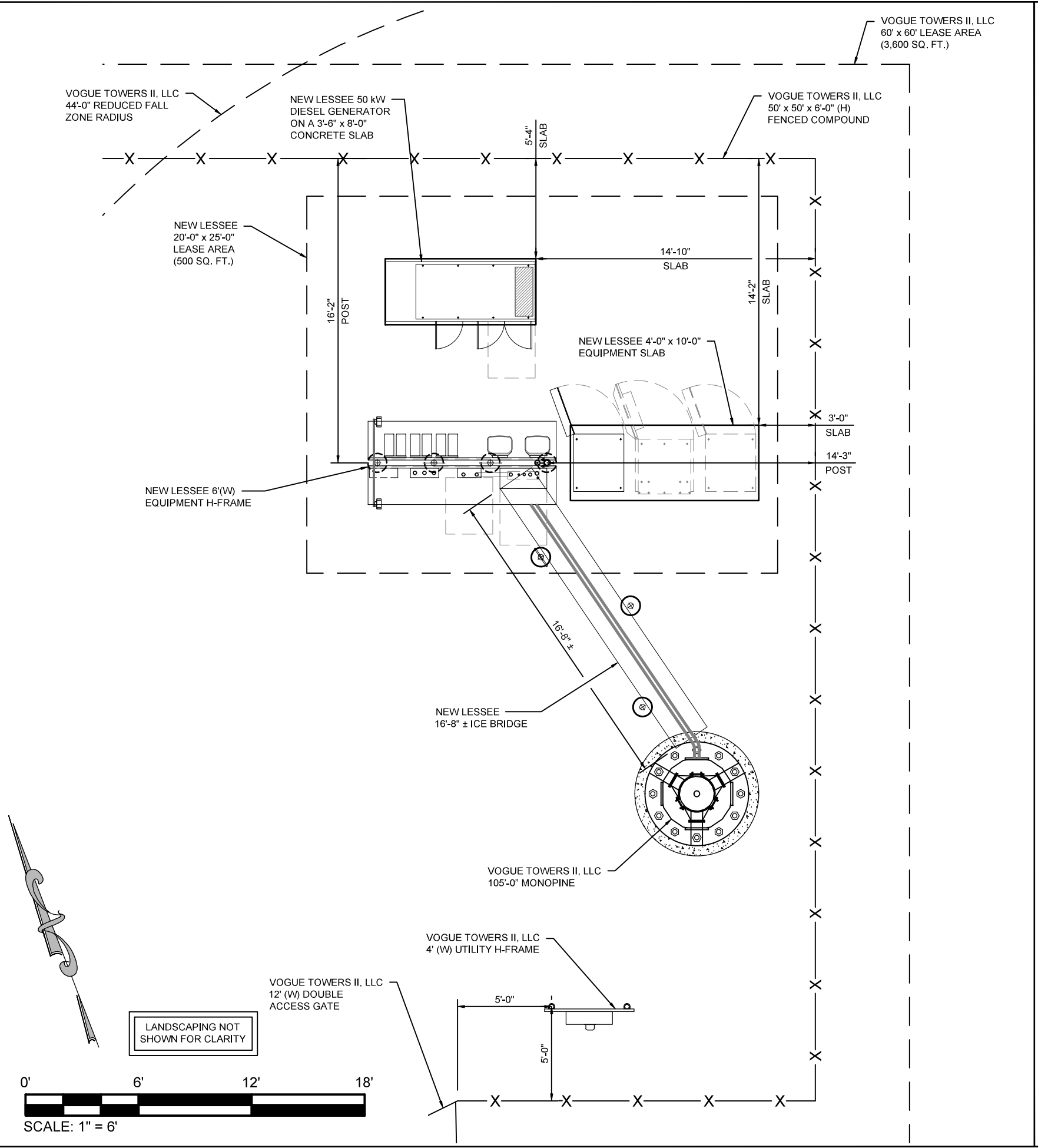
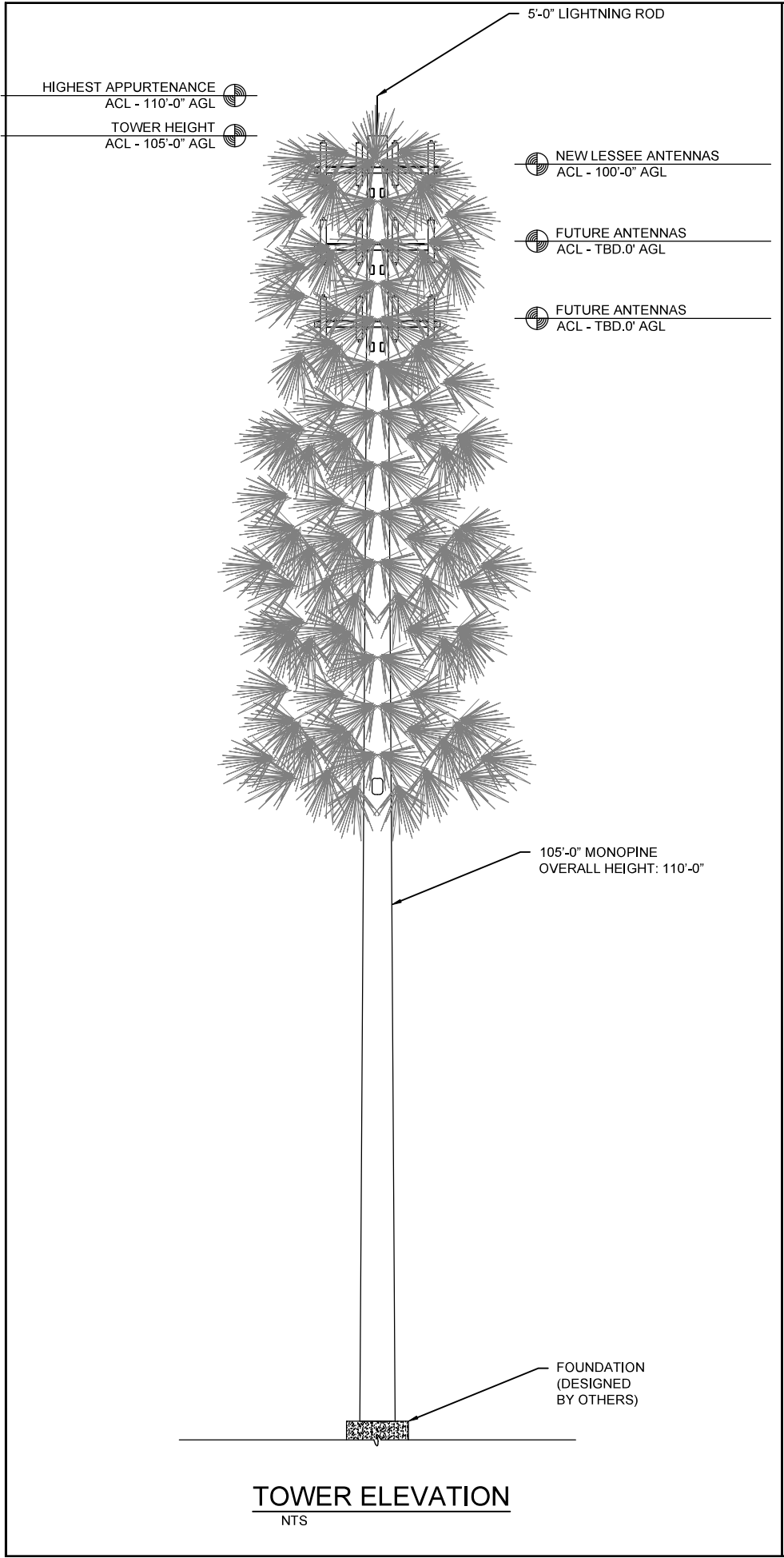
SITE NUMBER
TN-5001

SITE ADDRESS
2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE
RAWLAND

SHEET TITLE
SITE LAYOUT PLAN

SHEET NUMBER Z-103	REVISION 2
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DRAWN BY	BNS
CHECKED BY	BNS

REVISIONS			
#	DATE	BY	DESCRIPTION
2	06/18/25	BNS	FINAL ISSUE
1	04/15/25	BNS	FINAL ISSUE
0	03/07/25	BNS	FINAL ISSUE
B	03/06/25	BNS	PRELIMINARY ISSUE
A	03/05/25	BNS	PRELIMINARY ISSUE

STEPHEN M. CARPENTER
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
STATE OF TENNESSEE
No. 105147
06-18-2024

SITE NAME
LANTON

SITE NUMBER
17330373

SITE NAME
LANTON

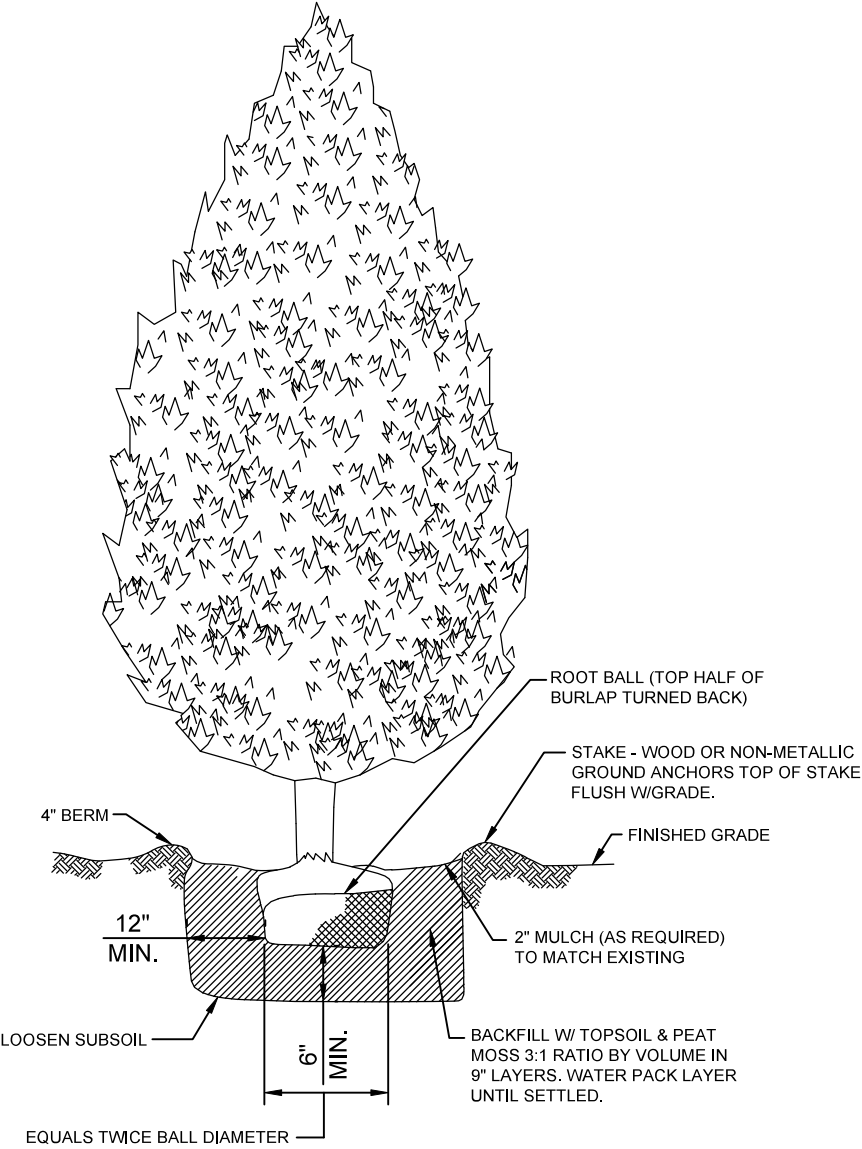
SITE NUMBER
TN-5001

SITE ADDRESS
2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE
RAWLAND

SHEET TITLE
TOWER ELEVATION &
EQUIPMENT LAYOUT PLAN

SHEET NUMBER Z-104	REVISION 2
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BURFORD HOLLY

- NOTES:
1. PLANT SHALL BE MIN. 5'-0" IN HEIGHT AT TIME OF PLANTING.



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REVISIONS			
A	12/12/24	BNS	PRELIMINARY ISSUE
#	DATE	BY	DESCRIPTION



verizon

SITE NAME

LANTON

SITE NUMBER

17330373

V

VOGUE TOWERS

SITE NAME

LANTON

SITE NUMBER

TN-5001

SITE ADDRESS

2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE

RAWLAND

SHEET TITLE

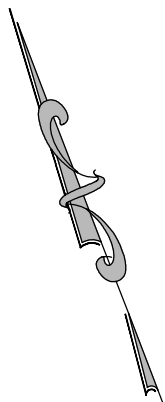
LANDSCAPING DETAILS

SHEET NUMBER	REVISION
Z-106	A

NOTES:

1. TREE LOCATIONS & REFERENCED NUMBERS ARE BASED ON A TREE SURVEY BY THE LAND CONSULTANTS, LLC, DATED 07/29/2024.

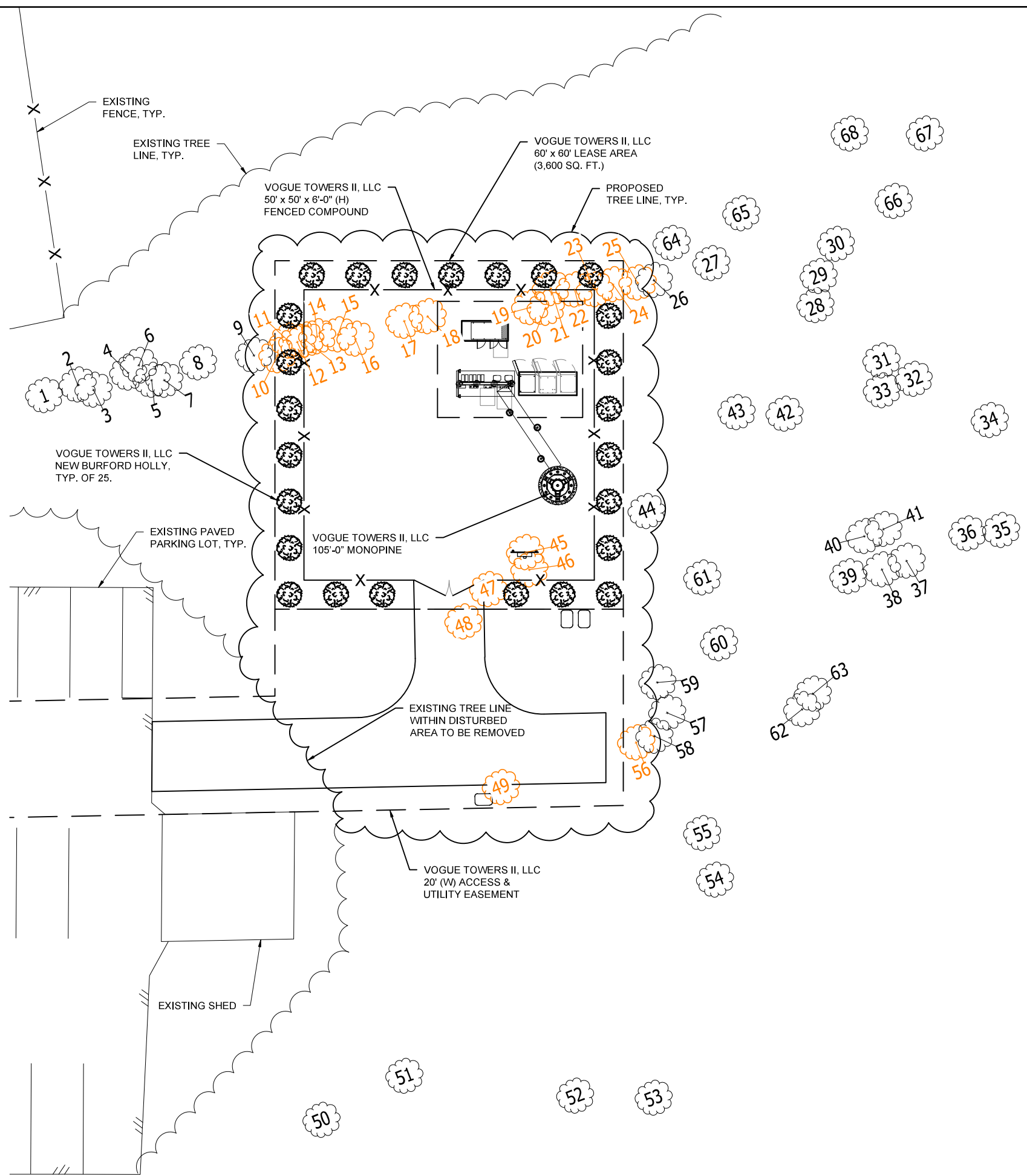
TREE DATA TABLE								
#	TREE TYPE	SIZE	#	TREE TYPE	SIZE	#	TREE TYPE	SIZE
1	HACKBERRY	14"	24	HACKBERRY	12"	47	CHERRY	10"
2	HACKBERRY	8"	25	HACKBERRY	6"	48	PEAR (TWIN)	6"
3	HACKBERRY	14"	26	HACKBERRY	14"	49	MIMOSA	14"
4	HACKBERRY	6"	27	HACKBERRY (QUAD)	12"	50	MIMOSA	14"
5	HACKBERRY	6"	28	OAK	20"	51	MIMOSA	10"
6	HACKBERRY	12"	29	CEDAR	10"	52	PEAR	10"
7	HACKBERRY	18"	30	HACKBERRY	24"	53	CEDAR	10"
8	HACKBERRY (TWIN)	14"	31	HACKBERRY	6"	54	HACKBERRY	10"
9	ASH	10"	32	HICKORY	6"	55	HACKBERRY	8"
10	HACKBERRY	14"	33	LOCUST	12"	56	HACKBERRY	12"
11	HACKBERRY	14"	34	HICKORY	12"	57	HACKBERRY	24"
12	HACKBERRY	14"	35	HICKORY	8"	58	HACKBERRY	12"
13	HACKBERRY	14"	36	HICKORY	8"	59	HACKBERRY	8"
14	HACKBERRY	14"	37	LOCUST (DEAD)	12"	60	HACKBERRY	12"
15	HACKBERRY	12"	38	ASH	12"	61	CHERRY	20"
16	HACKBERRY	24"	39	ASH	10"	62	HICKORY	14"
17	HACKBERRY (TWIN)	8"	40	HICKORY	8"	63	HACKBERRY	6"
18	HACKBERRY	18"	41	HICKORY	16"	64	HACKBERRY (TWIN)	14"
19	HACKBERRY	18"	42	CEDAR	16"	65	HACKBERRY	8"
20	HACKBERRY	14"	43	CEDAR	16"	66	HICKORY	18"
21	ASH	12"	44	ASH	8"	67	HICKORY	8"
22	HACKBERRY	12"	45	CHERRY	6"	68	HACKBERRY	24"
23	HACKBERRY	10"	46	CHERRY	6"			
EXISTING TOTAL TREE'S = 68				TOTAL TREE'S BEING REMOVED = 22 (-32.35%)				
TOTAL TREE'S REMAINING = 46 (67.65%)				TOTAL TREE'S BEING ADDED = 25 (+36.76%)				
NEW TREE TOTAL				= 71				



LEGEND	
TREE TO REMAIN	
TREE TO BE REMOVED	
TREE TO BE ADDED	



SCALE: 1" = 20'





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#	DATE	BY	DESCRIPTION





SITE NAME
LANTON

SITE NUMBER
17330373



SITE NAME
LANTON

SITE NUMBER
TN-5001

SITE ADDRESS
2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE
RAWLAND

SHEET TITLE
TREE PRESERVATION PLAN

SHEET NUMBER Z-107	REVISION 2
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Page 83 of 572

EROSION NOTES:

1. CLEARING AND GRUBBING SHALL NOT BE INITIATED MORE THAN 10 CALENDAR DAYS PRIOR TO GRADING OR EARTH MOVING ACTIVITIES UNLESS THE AREA IS TEMPORARILY SEEDED.
1. ALL DISTURBED AREAS SHALL BE PROPERLY STABILIZED AS SOON AS PRACTICABLE.
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED CONCURRENT WITH CLEARING OPERATIONS. AND SHALL BE FUNCTIONAL PRIOR TO ANY EARTH MOVING OPERATIONS.
3. CONSTRUCTION SHALL BE SEQUENCED TO MINIMIZE THE EXPOSURE TIME OF GRADED SOIL AREAS AND SHALL BE PHASED FOR PROJECTS THAT HAVE OVER 50 ACRES OF SOIL DISTURBANCE. HOWEVER, PRIORITY SHALL BE GIVEN TO FINISHING OPERATIONS AND PERMANENT EROSION CONTROL MEASURES OVER TEMPORARY EROSION CONTROL MEASURES ON ALL PROJECTS.
4. SOIL MATERIALS MUST BE PREVENTED FROM ENTERING WATERS OF THE STATE / U.S. EROSION AND SEDIMENTATION CONTROL MEASURES TO PROTECT WATER QUALITY MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. SILT FENCE MUST BE INSTALLED ALONG THE BASE OF ALL FILLS AND CUTS. ON THE DOWNHILL SIDE OF STOCKPILED SOIL. AND ALONG STREAM BANKS IN CLEARED AREAS TO PREVENT SEDIMENT MIGRATION IN TO STREAMS. THEY MUST BE INSTALLED ON THE CONTOUR, ENTRENCHED AND STAKED, AND EXTEND THE WIDTH OF THE AREA TO BE CLEARED.
5. CHECK DAMS SHALL BE UTILIZED WHERE RUNOFF IS CONCENTRATED. CLEAN ROCK, BRUSH, SANDBAG, OR CHECK DAMS SHALL BE PROPERLY CONSTRUCTED TO DETAIN RUNOFF AND TRAP SEDIMENT. CLEAN ROCK IS ROCK OF VARIOUS TYPE AND SIZE, DEPENDING UPON APPLICATION, THAT CONTAINS NO FINES, SOILS, OR OTHER WASTES OR CONTAMINANTS.
6. TEMPORARY OR PERMANENT SOIL STABILIZATION SHALL BE ACCOMPLISHED WITHIN 15 DAYS AFTER FINAL GRADING OR OTHER EARTHWORK. PERMANENT SOIL STABILIZATION SHALL REPLACE TEMPORARY STABILIZATION AS SOON AS PRACTICABLE.
7. THE CONTRACTOR SHALL INSTALL A RAIN GAUGE ON-SITE AND MAINTAIN IT IN GOOD WORKING CONDITION. THE CONTRACTOR SHALL RECORD DAILY PRECIPITATION ON THE PROJECT AND PROVIDE THIS INFORMATION TO THE ENGINEER ON A MONTHLY BASIS.
8. INSPECTIONS OF EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DONE BEFORE ANTICIPATED STORM EVENTS (OR SERIES OF STORM EVENTS SUCH AS INTERMITTENT SHOWERS OVER ONE OR MORE DAYS) AND WITHIN 24 HOURS AFTER THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER, AND AT LEAST TWALK-IN-CABINETE PER WEEK, 72 HOURS APART. THE RECORD OF INSPECTIONS MUST BE RETAINED ON SITE DURING THE DURATION OF THE PROJECT.
9. OUTFALL POINTS SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION AND SEDIMENT CONTROL MEASURES ARE EFFECTIVE IN PREVENTING IMPACTS TO SURROUNDING WATERS. LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE ROADWAY SEDIMENT TRACKING.
10. UPON CONCLUSION OF THE INSPECTIONS, EROSION AND SEDIMENT CONTROL MEASURE FOUND TO BE INEFFECTIVE SHALL BE REPAIRED, REPLACED, OR MODIFIED BEFORE THE NEXT RAIN EVENT, IF POSSIBLE, BUT IN NO CASE MORE THAN SEVEN DAYS AFTER THE CONDITION IS IDENTIFIED.
11. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN ON-SITE (OR AT A NEARBY OFFICE).
12. THE OPERATION OF EQUIPMENT IN WATERS OF THE STATE / U.S., INCLUDING WETLANDS, SHALL BE ONLY AS SHOWN ON THE PROJECT PLANS AND/OR AS SO SPECIFIED IN THE ARAP AND/OR SECTION 404 PERMIT (S). ANY ADDITIONAL PERMITS REQUIRED BY THE CONTRACTOR'S METHOD OF OPERATION, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN.
13. EXCAVATION AND FILL ACTIVITIES SHALL BE SEPARATED FROM FLOWING WATERS. ALL SURFACE WATER FLOWING TOWARD THE EXCAVATION OR FILL WORK SHALL BE DIVERTED THROUGH UTILIZATION OF COFFERDAMS, BERMS, OR TEMPORARY CHANNELS. TEMPORARY DIVERSION CHANNELS MUST BE PROTECTED BY NON-ERODIBLE MATERIAL AND LINED TO THE EXPECTED HIGH WATER LEVEL. COFFERDAMS MUST BE CONSTRUCTED OF SANDBAGS, CLEAN ROCK, STEEL SHEETING OR OTHER NON-ERODIBLE MATERIAL. CLEAN ROCK IS ROCK OF VARIOUS TYPE AND SIZE, DEPENDING UPON APPLICATION, THAT CONTAINS NO FINES, SOILS, OR OTHER WASTES OR CONTAMINANTS.
14. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN A PROACTIVE METHOD TO PREVENT LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS FROM ENTERING WATERS OF STATE / U.S.
15. THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS TO ENSURE THAT PETROLEUM PRODUCTS OR OTHER CHEMICAL POLLUTANTS ARE PREVENTED FROM ENTERING WATERS STATE / U.S. ALL EQUIPMENT REFUELING, SERVICING, AND STAGING AREAS SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS, AND ORDINANCES: INCLUDING THOSE OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA). APPROPRIATE CONTAINMENT MEASURE FOR THESE AREAS SHALL BE UTILIZED. ALL SPILLS MUST BE REPORTED TO THE APPROPRIATE AGENCY, AND MEASURE SHALL BE TAKES IMMEDIATELY TO PREVENT THE POLLUTION OF WATERS OF THE STATE/U.S., INCLUDING GROUNDWATER, SHOULD A SPILL OCCUR.
16. BORROW AND WASTE DISPOSAL AREAS SHALL BE LOCATED IN NON-WETLAND AREAS AND ABOVE THE 100-YEAR, FEDERAL EMERGENCY MANAGEMENT AGENCY FLOODPLAIN. BORROW AND WASTE DISPOSAL AREAS SHALL NOT AFFECT ANY WATERS OF THE STATE / U.S. UNLESS THESE AREAS ARE SPECIFICALLY COVERED BY AN ARAP, 404, OR NPOES PERMIT, OBTAINED SOLELY BY THE CONTRACTOR.
17. WETLAND AREAS SHALL NOT BE USED AS EQUIPMENT STORAGE, STAGING, OR TRANSPORTATION AREAS, UNLESS PROVIDED FOR IN THE PLANS.
18. ANY DISAGREEMENT BETWEEN THE PROJECT PLANS, THE PROJECT AS CONSTRUCTED AND THE PERMIT OR PERMITS ISSUED FOR THE PROJECT, SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. THE ENGINEER SHALL DECIDE WHICH HAS PRECEDENCE AND WHETHER PERMIT OR PLANS REVISIONS ARE NEEDED. IN GENERAL, PERMIT CONDITIONS WILL PREVAIL.
19. THE EROSION AND SEDIMENT CONTROL MEASURE AND/OR PLAN SHALL BE MODIFIED AS NECESSARY SO THAT THEY ARE EFFECTIVE AT ALL TIMES THROUGHOUT THE COURSE OF THE PROJECT.

20. FOR THE INSTALLATION OF BURIED UTILITIES (PIPES AND CABLES), TRENCHES SHALL BE BACKFILLED DAILY AS CONSTRUCTION PROCEEDS. BACKFILLED TRENCHES SHALL BE SEEDED AND MULCHED OR SODDED DAILY IF POSSIBLE, BUT NO LATER THAN SEVEN (7) DAYS AFTER TRENCHING. ANY TEMPORARY SPOIL PILE OF EXCAVATED EARTH SHALL BE LOCATED WITHIN THE PROJECT EROSION CONTROL MEASURES ARE NOT BACKFILLED OVERNIGHT. APPROPRIATE EROSION CONTROL AND SAFETY MEASURE WILL BE INSTALLED UNTIL SUCH TIME AS THE TRENCH IS BACKFILLED.
21. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO AND/OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES AS DETAILED IN THESE PLANS.
22. THE EROSION, SEDIMENT CONTROL MEASURES, AND PLAN SHALL BE MODIFIED AS NECESSARY AS TO BE EFFECTIVE AND CURRENT AT ALL PHASES OF PROJECT.
23. CONTROLS TO PREVENT ON-SITE EROSION AND TRANSPORT OF SEDIMENT OFF-SITE SHALL AT A MINIMUM CONFORM TO THE LATEST EDITION OF THE STATE EROSION AND SEDIMENT CONTROL HANDBOOK AND ALL APPLICABLE LOCAL CODES.
24. FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL RESULT IN ALL WORK ON THE SITE IMMEDIATELY BEING BROUGHT TO A HALT UNTIL THE MEASURES CAN BE BROUGHT INTO COMPLIANCE WITH THE TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK AND ALL APPLICABLE LOCAL CODES.
25. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED CONCURRENT WITH CLEARING OPERATIONS AND SHALL BE FUNCTIONAL PRIOR TO ANY EARTH MOVING OPERATIONS. THE LOCATION OF SOME CONTROL MEASURES MAY HAVE TO BE ALTERED SLIGHTLY FROM WHAT IS SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE SIGNIFICANTLY DIFFERENT FROM FINAL DRAINAGE PATTERNS, OR AS ACTUAL SITE TOPOGRAPHY REQUIRES.
26. SITE CONSTRUCTION MAY COMMENCE WHEN EROSION AND SEDIMENT CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION HAVE BEEN INSTALLED. SEDIMENT AND EROSION CONTROLS SHALL REMAIN UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED AND FINAL PAVING AND SURFACING IS COMPLETE.
27. CONSTRUCTION EXITS SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY OR EXIT FROM THE SITE AND SHALL PREVENT THE TRACK-OUT OF SEDIMENT OR OTHER MATERIAL FROM THE SITE ONTO PUBLIC RIGHT-OF-WAY. ANY MATERIAL APPEARING ON THE PUBLIC RIGHT-OF-WAY SHOULD BE REMOVED IMMEDIATELY. THE CONSTRUCTION EXIT SHALL BE MAINTAINED SO ITS PERFORMANCE DOES NOT DETERIORATE OVER THE SPAN OF THE PROJECT.
28. PERIMETER CONTROLS SHALL BE INSTALLED AFTER THE INSTALLATION OF CONSTRUCTION EXITS.
29. ALL SILT BARRIERS SHALL BE INSTALLED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL TUBES & WATTLES AND/OR SILT FENCES ARE INSTALLED AS SHOWN ON THE PLANS.
30. DISTURBED AREAS LEFT EXPOSED AND UNWORKED FOR PERIODS OF GREATER THAN 7 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY VEGETATION.
31. DISTURBED AREAS LEFT EXPOSED AND UNWORKED FOR PERIODS OF GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH AND PERMANENT VEGETATION.
32. DUST CONTROL SHALL BE UTILIZED AS NEEDED AND MUST BE IN COMPLIANCE WITH ALL APPLICABLE LOCAL CODES.
33. AMENDMENTS AND/OR REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE ENGINEER.
34. THE CONTRACTOR SHALL REMOVE SILT FROM THE SILT FENCE OR TUBES & WATTLES WHEN THE ACCUMULATED DEPTH IS ONE-HALF (1/2) OF THE HEIGHT OF THE CONTROL.
35. ALL UTILITY LOCATIONS ARE APPROXIMATE, AND IT IS POSSIBLE SOME EXISTING UTILITIES ARE NOT SHOWN ON THE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE THE LOCATIONS OF ALL UNDERGROUND UTILITIES VERIFIED AND MARKED PRIOR TO CONSTRUCTION.

GRADING NOTES :

1. PROPOSED CONTOURS AND SPOT ELEVATIONS ARE SHOWN AT TOP OF CRUSHED STONE, TOP OF FOUNDATION, OR TOP OF TOPSOIL. SEE DETAILS FOR THICKNESS OF CRUSHED STONE. MASS GRADED AREAS AND CRUSHED STONE SHALL BE FINISHED WITHIN 4" OF GRADES SHOWN. FOUNDATIONS SHALL BE FINISHED WITHIN 0.5" OF GRADES SHOWN.
2. ALL TREES, ROOTS, BRUSH, AND ORGANIC MATTER (TOPSOIL) SHALL BE REMOVED BEFORE BEGINNING FILL. FILL MATERIAL SHALL BE CLEAR SOIL CONTAINING NO ROCKS LARGER THAN 6 INCHES.
3. FILLS SHALL BE FORMED OF SATISFACTORY MATERIAL PLACED IN SUCCESSIVE HORIZONTAL LAYERS OF NOT MORE THAN 6 INCHES IN LOOSE DEPTH FOR THE FULL WIDTH OF EACH STRIP. FILL SOIL SHALL BE PLACED AT A MOISTURE CONTENT THAT IS WITHIN MINUS 1% OR PLUS 3% A OF THE OPTIMUM MOISTURE CONTENT AND TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM 698 (STANDARD PROCTOR). THE UPPER 12 INCHES OF FILL SHALL BE COMPACTED TO 98%.
4. STANDARD PROCTOR TESTS (ASTM 698) SHALL BE DONE BY AN INDEPENDENT TESTING LABORATORY EMPLOYED BY THE CONTRACTOR. IN-PLACE DENSITY TESTS SHALL BE PERFORMED ON EACH LIFT TO ENSURE PROPER PLACEMENT OF FILL MATERIAL.
5. ALL DISTURBED AREAS SHALL RECEIVE GROUND COVER. ALL AREAS TO RECEIVE GROUND COVER SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL. ALL FOREIGN DEBRIS SHALL BE REMOVED BEFORE PLACING TOPSOIL. AREAS WITH LESS THAN 4:1 SLOPE SHALL BE SEEDED WITH FOUR POUNDS OF KENTUCKY 31 FESCUE AND ONE POUND OF ANNUAL RYE PER 1,000 SQFT. SLOPES STEEPER THAN 4:1 SHALL BE SEEDED WITH A MIXTURE OF 1/4 POUND SCARIFIED SERICEA LESPEDEZA, 1/4 POUND CROWN VETCH, AND ONE POUND KENTUCKY 31 FESCUE PER 1,000 SQFT WITH 30 POUNDS PER 1,000 SQFT OF 6-12-12 FERTILIZER. SLOPES 3:1 OR STEEPER SHALL BE COVERED WITH NORTH AMERICAN GREEN EROSION CONTROL BLANKET S150 INSTALLED PER MANUFACTURERS SPECIFICATIONS (OR ENGINEER APPROVED EQUAL) TO PREVENT EROSION. CONTRACTOR SHALL WARRANTY GROUND COVER AND SLOPES FOR A PERIOD OF 1 YEAR.
6. CONFINE ALL CONSTRUCTION ACITIVITY TO PROPERTY OWNER'S PARCEL. DO NOT ENTER ADJACENT PROPERTY WITHOUT OBTAINING APPROVAL THROUGH TELLCO PARTNERSHIP.
7. CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FENCE AND OTHER TEMPORARY EROSION CONTROL MEASURES AFTER GRASS IS ESTABLISHED AND STABILIZED.
8. ALL DISTURBED AREAS NOT TO BE COVERED WITH GRAVEL, RIP RAP, PAVEMENT, OR OTHER STABILIZATION SHALL RECEIVE GROUND COVER. ALL AREAS TO RECEIVE GROUND COVER SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
10. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE VOGUE TOWERS II, LLC'S CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.
11. EXCAVATIONS ADJACENT TO EXISTING PAVEMENT SHALL BE MADE TO A NEAT SAW-CUT LINE.
12. ALL TREES THAT ARE CUT OR KNOCKED DOWN WITHIN THE LIMITS OF DISTURBANCE SHALL BE DISPOSED OF IN ACCORDANCE WITH NOTE 10 OR MULCHED FOR LATER USE.



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#	DATE	BY	DESCRIPTION



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SITE NUMBER	17330373

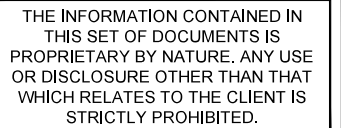


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SITE NUMBER	TN-5001

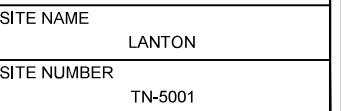
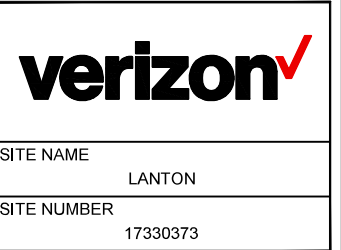
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SITE TYPE	RAWLAND

SHEET TITLE	EROSION NOTES
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SHEET NUMBER	REVISION
Z-200	A



REVISIONS			
A	12/12/24	BNS	PRELIMINARY ISSUE
#	DATE	BY	DESCRIPTION



SITE TYPE	RAWLAND
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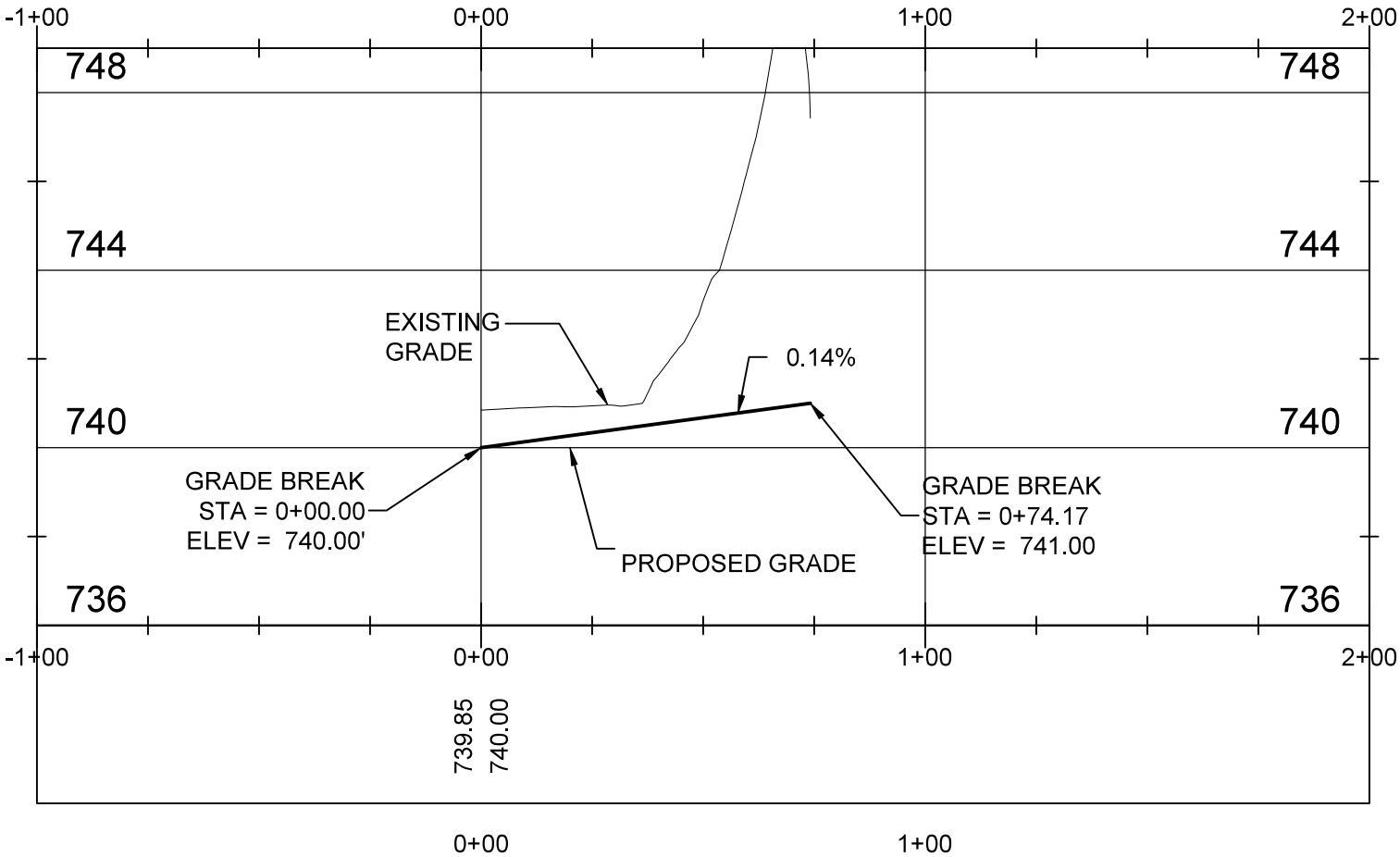
SHEET NUMBER	REVISION
Z-201	A



ACCESS DRIVE PROFILE

Station

Elevation



CUT / FILL SUMMARY :

CUT / FILL SUMMARY :							
TOTAL LIMITS OF DISTURBANCE :	TOTAL LIMITS OF GRADING :	NAME	2D AREA	CUT	FILL	NET	
		COMPOUND vs EG	2500.00 SQ FT	15.82 CU YD	0.00 CU YD	15.82	CU YD <CUT>
		DRIVE vs EG	890.04 SQ FT	23.51 CU YD	0.00 CU YD	23.51	CU YD <CUT>
		TOTAL ROCK DISPLACEMENT	-	45.12 CU YD		45.12	CU YD <CUT>
0.125 AC ±	0.121 AC ±	TOTALS	3390.04 SQ FT	84.45 CU YD	0.00 CU YD	84.45	CU YD <CUT>



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SITE NUMBER	17330373

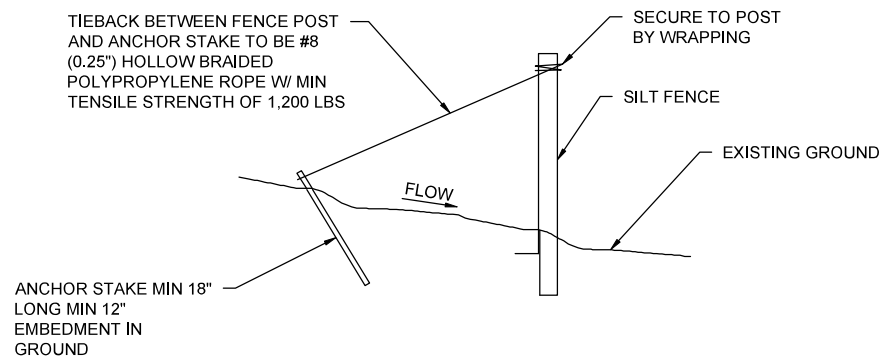


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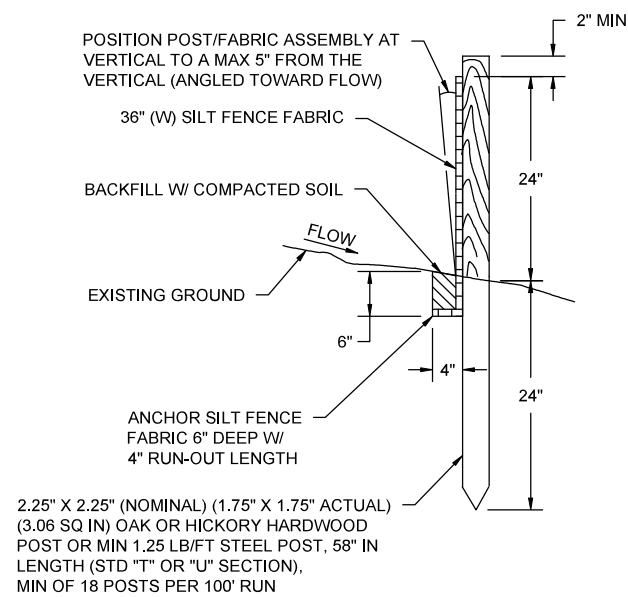
SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

SHEET TITLE	DRIVEWAY PROFILE
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SHEET NUMBER	REVISION
Z-202	A



SILT FENCE TIEBACK FOR STEEL OR WOOD POSTS



SECTIONAL VIEW

SILT FENCE DETAIL ①
NTS



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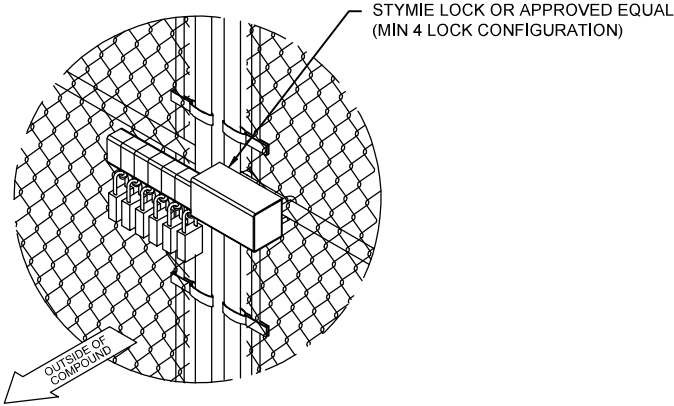


verizon	
SITE NAME	LANTON
SITE NUMBER	17330373

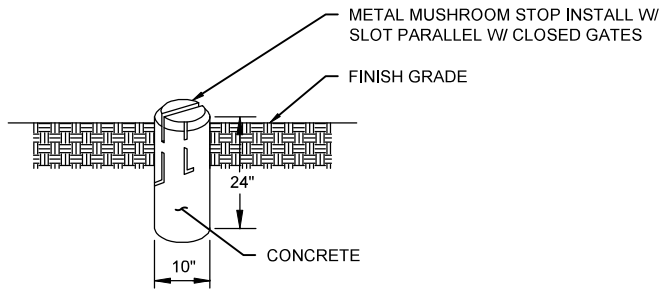
	
SITE NAME	LANTON
SITE NUMBER	TN-5001
SITE ADDRESS 2507 GROVE PARK WAY COLUMBIA, TN 38401	
SITE TYPE RAWLAND	
SHEET TITLE SITE GRADING DETAILS	
SHEET NUMBER Z-203	REVISION A

TYPICAL WOVEN WIRE FENCING NOTES:

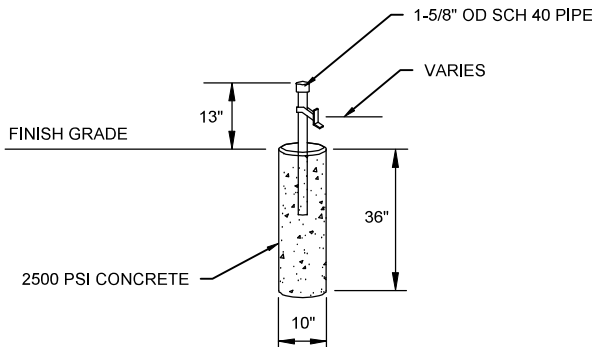
- (INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F-900)
- GATE POST, CORNER, TERMINAL OR PULL POST SHALL BE 3"Ø SCHEDULE 40 FOR GATE WIDTHS UP THRU 7 FEET OR 14 FEET FOR DOUBLE SWING GATE PER ASTM-F1083.
 - LINE POST: 2"Ø SCHEDULE 40 PIPE PER ASTM-F1083. INSTALL EVERY 8'-0" ALONG FENCE LINE.
 - GATE FRAME: 1-1/2"Ø SCHEDULE 40 PIPE, STEEL, HOT-DIPPED ZINC COATED (GALVANIZED) WELDED STEEL PIPE PER ASTM-F1083.
 - TOP RAIL & BRACE RAIL: 1-5/8"Ø SCHEDULE 40 PIPE PER ASTM-F1083.
 - CHAIN LINK FABRIC: 9 GA. MIN. CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
 - TIE WIRE: MINIMUM 11 GA. GALVANIZED STEEL INSTALL A SINGLE WRAP TIE WIRE AT POSTS AND RAILS AT MAX. 24" INTERVALS. INSTALL HOG RINGS ON TENSION WIRE AT 24" INTERVALS.
 - TENSION WIRE: 7 GA. GALVANIZED STEEL
 - GATE LATCH: 1-3/8" OD PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK (KEYED ALIKE FOR ALL SITES OR COMBINATION AS SPECIFIED BY OWNER)
 - HEIGHT = 6'-0" VERTICAL DIMENSION. WORK WITH SPECIFICATION 2831.



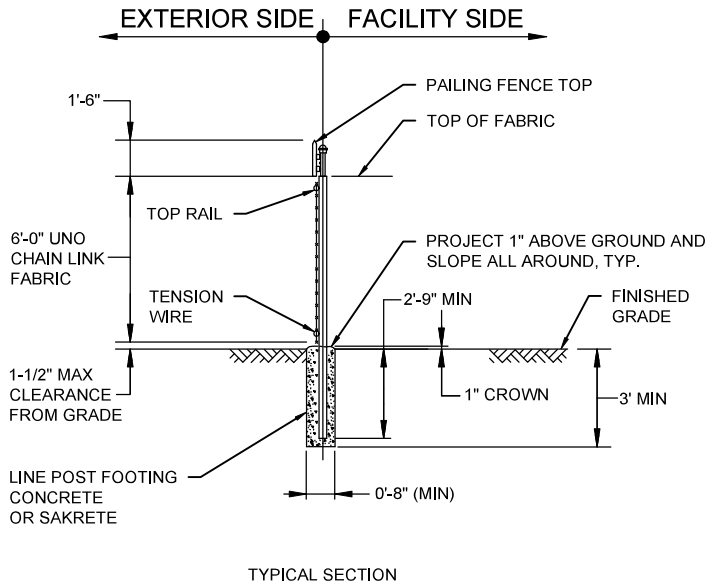
FENCE LOCK DETAIL
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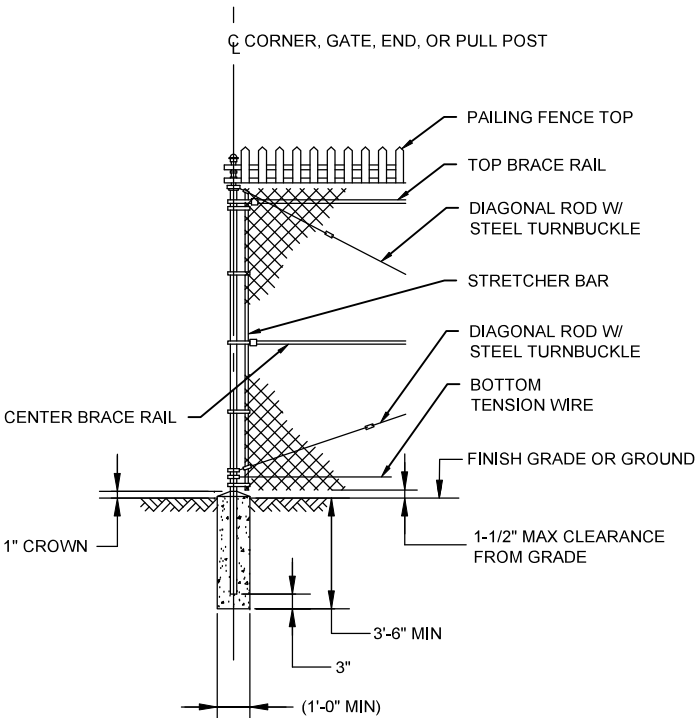
MUSHROOM STOP
NTS



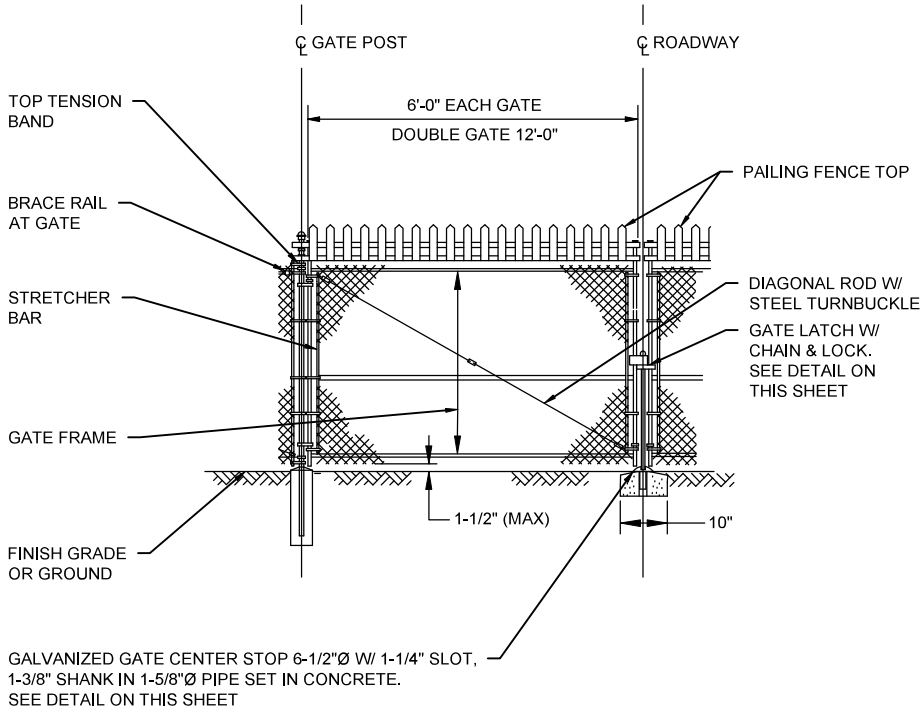
GATE STOP DETAIL
NTS



WOVEN WIRE FENCE ①
NTS



WOVEN WIRE CORNER, GATE, END, OR PULL POST ②
NTS



GALVANIZED GATE CENTER STOP 6-1/2"Ø W/ 1-1/4" SLOT, 1-3/8" SHANK IN 1-5/8"Ø PIPE SET IN CONCRETE. SEE DETAIL ON THIS SHEET

WOVEN WIRE DOUBLE GATE ③
NTS



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REVISIONS				
2	06/18/25	BNS	FINAL ISSUE	
1	04/15/25	BNS	FINAL ISSUE	
0	03/07/25	BNS	FINAL ISSUE	
B	03/06/25	BNS	PRELIMINARY ISSUE	
A	03/05/25	BNS	PRELIMINARY ISSUE	
#	DATE	BY	DESCRIPTION	



SITE NAME	LANTON
SITE NUMBER	17330373



SITE NAME	LANTON
SITE NUMBER	TN-5001

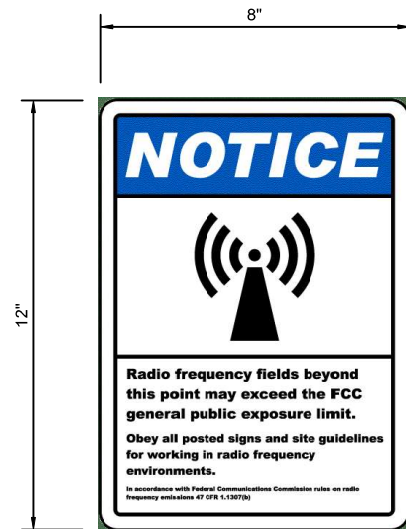
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SITE TYPE	RAWLAND

SHEET TITLE	SITE DETAILS
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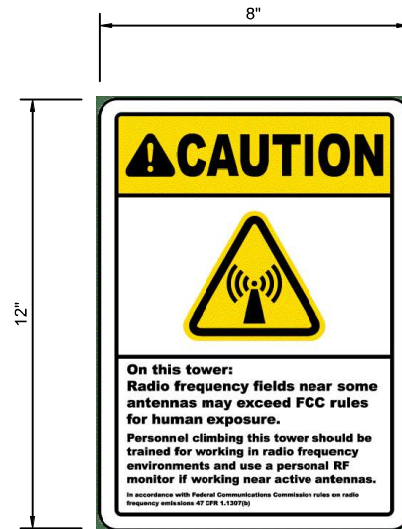
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Z-301	2



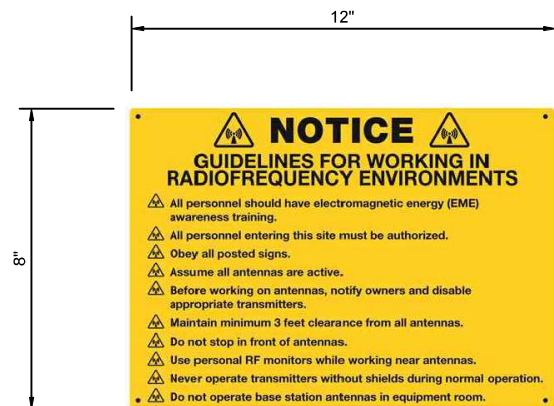
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NO TRESPASSING SIGN ①
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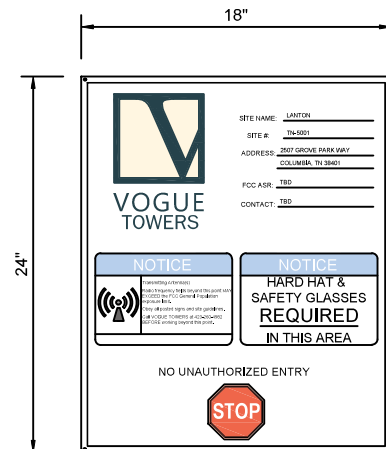
12" x 8"
RF GUIDELINES SIGN ②
NTS



12" x 8"
RF GUIDELINES SIGN ③
NTS



8" x 12"
RF GUIDELINES SIGN ④
NTS



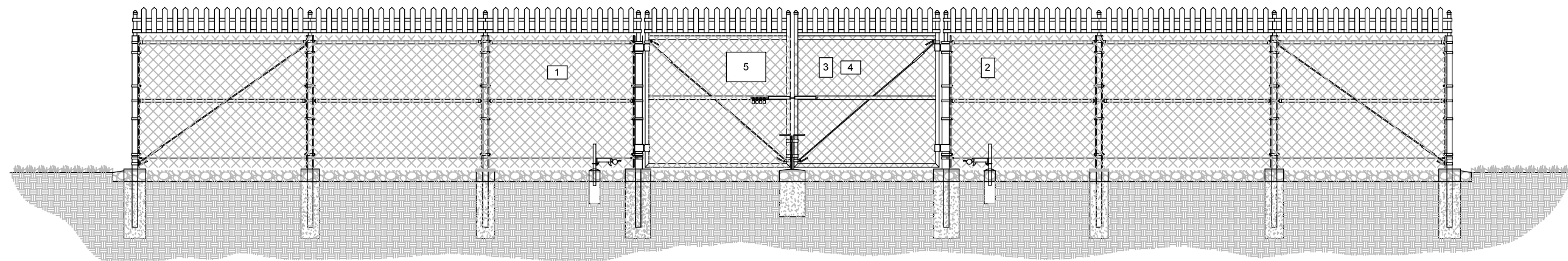
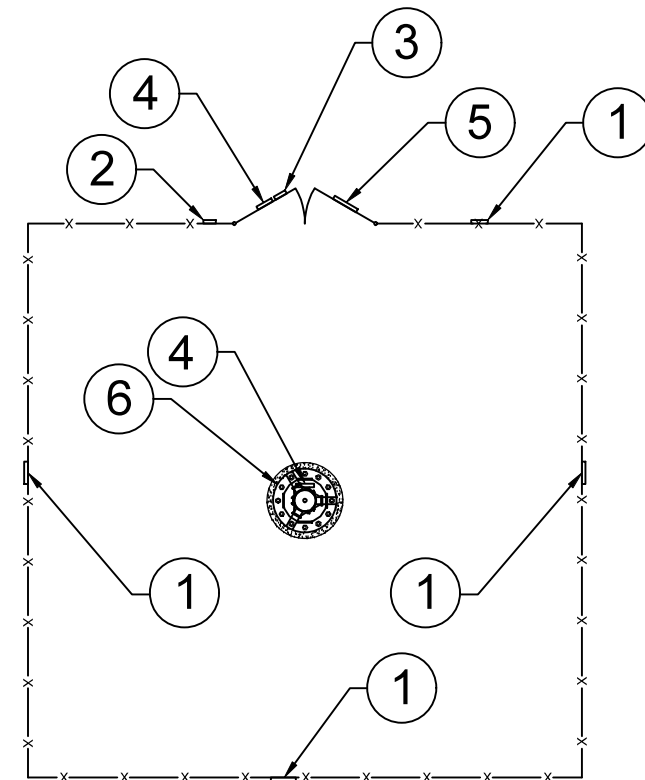
24" x 18"
SITE ID SIGN ⑤
NTS

ASR # XXXXXXX

-WHEN REQUIRED, PLACE ON TOWER

-USE A DECAL ON MONOPOLE AND METAL SIGN ON SELF-SUPPORT TOWER OR GUYED TOWER

-LETTERS TO BE 3" MIN



FENCED COMPOUND DETAILS
NTS



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A	03/05/25	BNS	PRELIMINARY ISSUE	

FOR REFERENCE ONLY



SITE NAME	LANTON
SITE NUMBER	17330373



SITE NAME	LANTON
SITE NUMBER	TN-5001

SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
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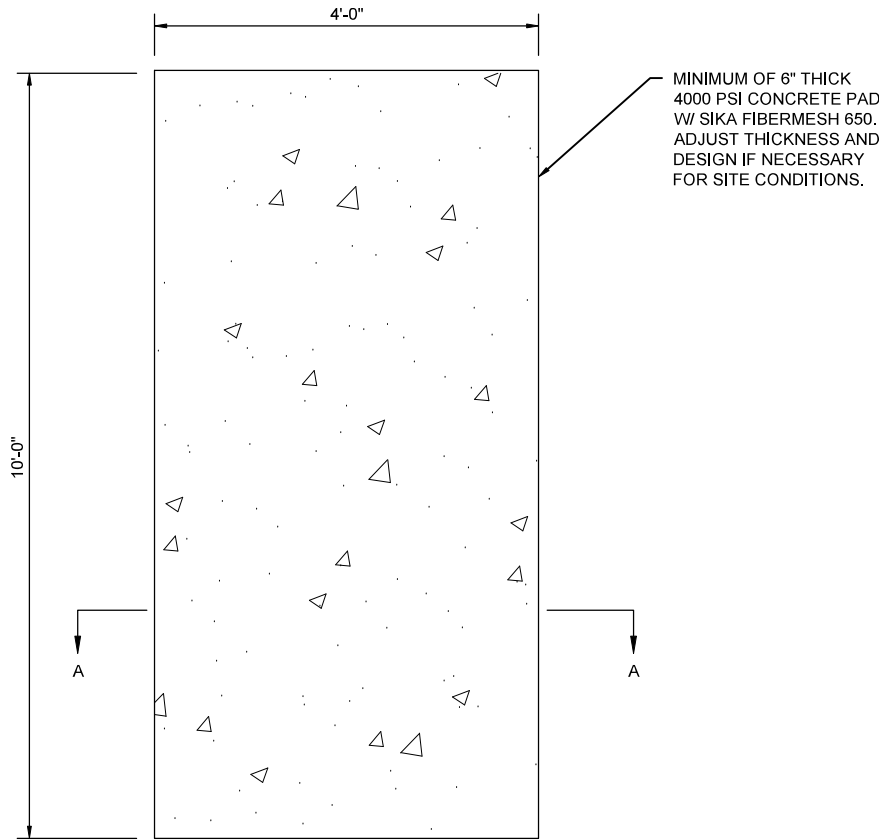
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SHEET TITLE	SITE DETAILS
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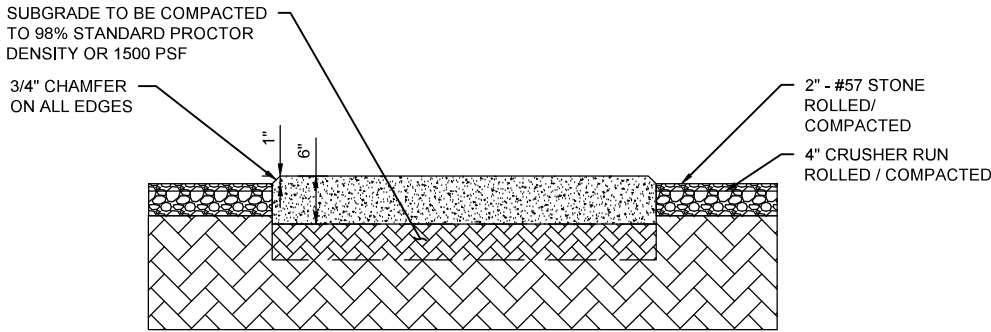
SHEET NUMBER	REVISION
Z-302	2

CONCRETE PAD NOTES:

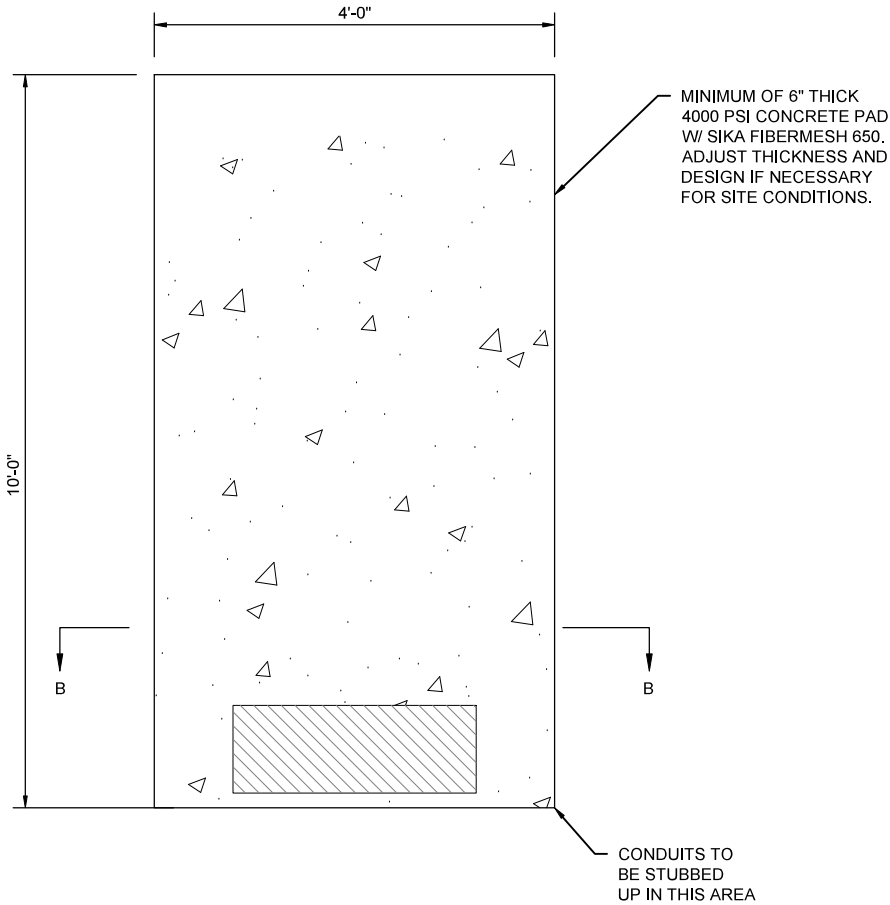
- 1. VERIFY GENERATOR STUB UP AREA FOR SPECIFIC MANUFACTURER/MODEL NUMBER.
- 2. VERIFY PAD SIZE REQUIREMENTS FOR SPECIFIC MANUFACTURER/MODEL NUMBER.
- 3. CONDUITS TO STUB UP FULL HEIGHT THROUGH SLEEVE IN ENHANCED DIESEL TANK ENCLOSURE.
- 4. EMBED CONDUITS IN CONCRETE PAD.
- 5. ALL CONCRETE SHALL BE NORMAL WEIGHT AND CONFORM TO THE ACI 301 AND THE FOLLOWING:
 - 5.a. MINIMUM COMPRESSION STRENGTH 4,000 PSI
 - 5.b. AIR ENTRAPMENT RANGE 3% TO 6%
 - 5.c. SLUMP GREATER THAN 3", BUT NOT TO EXCEED 6"
- 6. CONDUITS TO BE TERMINATED WITH MALE ADAPTER AND THREADED BUSHING.



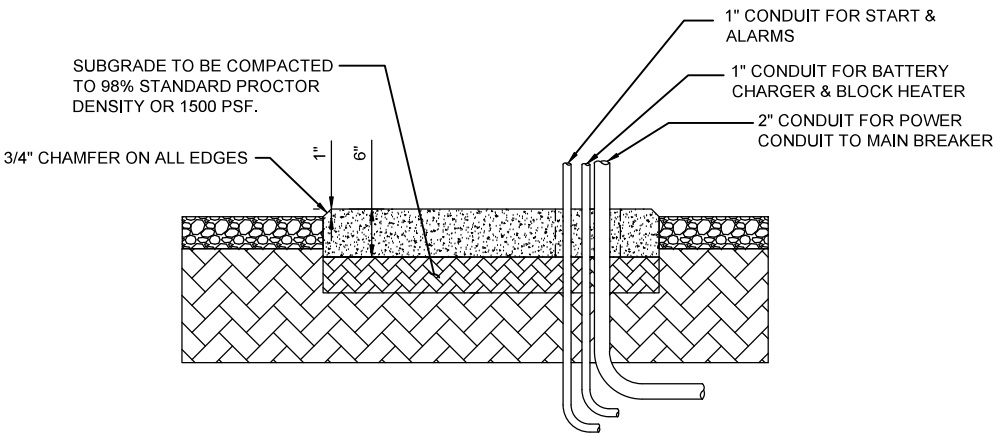
EQUIPMENT PAD PLAN ①
NTS



SECTION A-A THROUGH EQUIPMENT PAD
NTS



GENERATOR PAD PLAN ②
NTS



SECTION B-B THROUGH GENERATOR PAD
NTS



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A	03/05/25	BNS	PRELIMINARY ISSUE



SITE NAME	LANTON
SITE NUMBER	17330373



SITE NAME	LANTON
SITE NUMBER	TN-5001

SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

SHEET TITLE	SITE DETAILS
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SHEET NUMBER	REVISION
Z-303	2

2494 Nashville HWY CEG-PUD (Christ Our Savior)

Project #:	25-0083	Location:	Map 051 Parcel 007.01
Applicant:	Michael Sandifer & Vogue Towers II	Case Type(s):	PUD Revision
Staff Planner:	Charles Rush, Principal Planner	Proposed Use:	None

PROJECT SUMMARY

The applicant requests a PUD revision and has submitted a preliminary PUD Master Plan for 2494 Nashville Hwy, which will allow a 110' mono-pine with grounding, utilities, fenced compound, and other support structures and components. The Planning Commission approved the rezoning from RS-40 (Residential Single-Family Low Density) to CEG-PUD (Commercial Enterprise General Planned Unit Development) in Ordinance 4042 for the development of a sign in December 2015.

- The development is subject to Ordinance 4400
- This PUD revision complies with all standards that govern a cell tower
- A Financial Surety, Development Agreement, and stormwater maintenance agreement are not applicable to this request.
- The DRC reviewed this proposal at its April 2025 meeting. Staff review included standard comments and requests for technical corrections. Full technical comments are provided in the agenda packet.
- The applicant complies with requirements except for **Article 4.3.9.E.rr.4.I.** "Evidence that the site complies with requirements of the NEPA (National Environmental Policy Act) in regards to impact on wildlife, endangered species, historical sites, Native American religious sites, floodplains, wetlands, high intensity white lights in Residential neighborhoods , and frequency emissions in excess of FCC guidelines. **Applicant's site development process includes completing the National Environmental Policy Act (NEPA) review process, which includes consultation with the State Historical Preservation Office, Tribal Historical Preservation Office, US Fish & Wildlife, and others to evaluate any impact of the proposed facility at this location. The NEPA process is ongoing, and the Applicant is happy to make the final NEPA report a condition of approval. Addressing high-intensity white lights, as described in (j) above, the proposed tower has been approved by the FAA and does not require any lighting."**
- Since the applicant is unable to comply with this requirement, a positive recommendation with a condition of approval subject to the NEPA report will be required.
- The applicant has requested that if a motion is made to approve with conditions, the Applicant request a condition be included to incorporate the engineered 44' fall zone

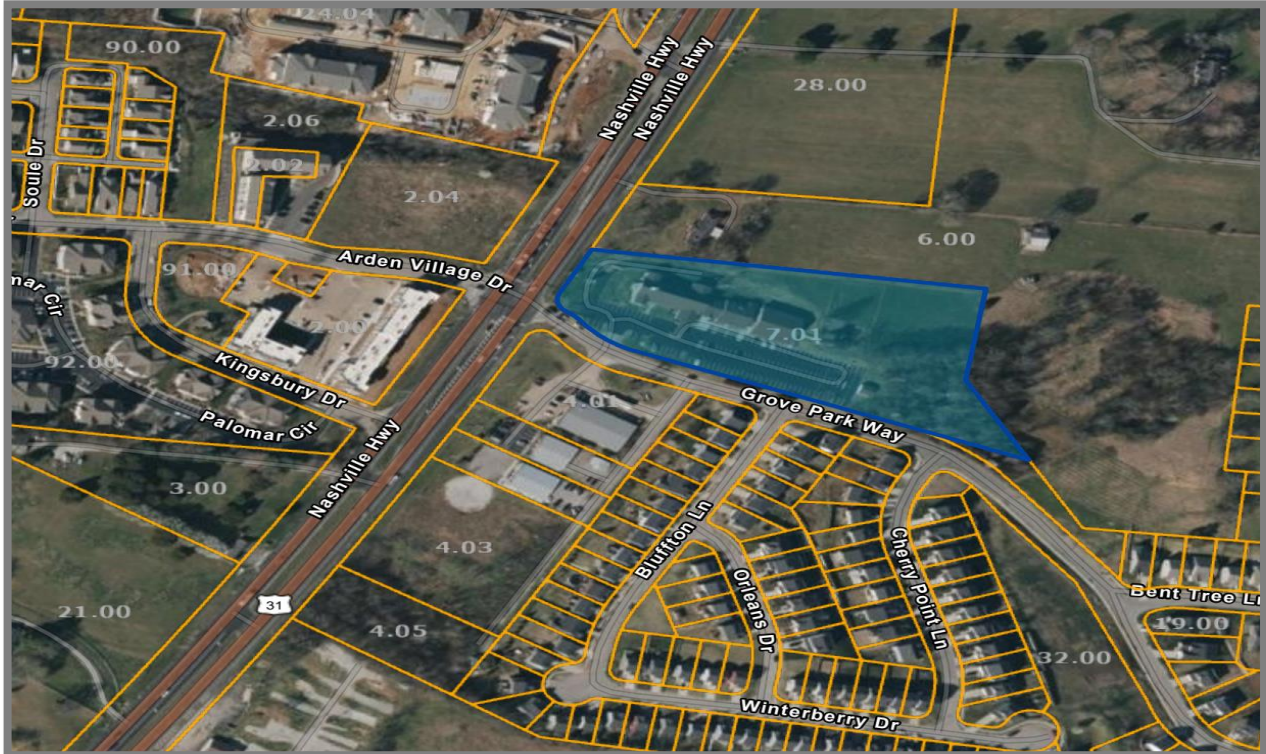


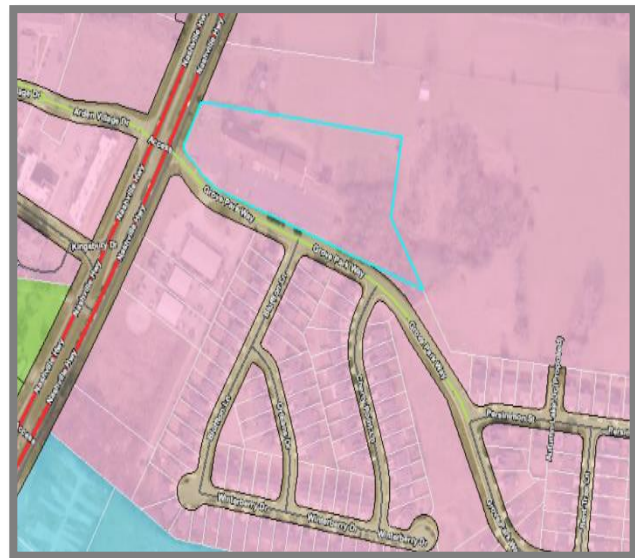
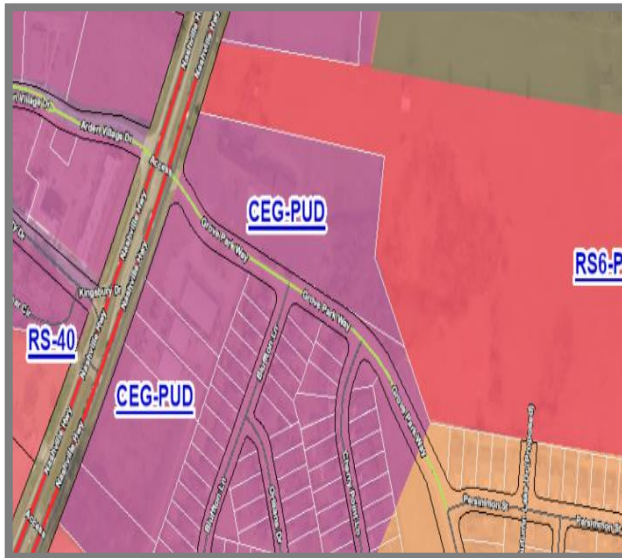
radius, as depicted in the site design and described in supplied documentation, into the PUD amendment for this property to satisfy requirements 5 of **Article 4.3.9.E**.

- Applicant submittal reflects a monopine structure as previously requested by the property owner, but they have recently stated they would be open to a traditional monopole should this be favored by the City (the ordinance has no subject language that deals with the monopine).
- The Planning Commission is the **Recommending Authority** for a PUD revision.
- The City Council is the **Decision-Making Authority** for a PUD revision.
- 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
CEG-PUD	Vacant	None	+/-2.56 Acres





PREVIOUS ZONING MAP		ZONING MAP	
SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	City Center Urban Village	PUD	Commercial
North	City Center Urban Village	PUD	Commercial/Residential
South	City Center Urban Village	PUD	Commercial/Residential
East	City Center Urban Village	PUD	Residential
West	City Center Urban Village	PUD	Residential

The subject site is part of an independent PUD development. It is bordered entirely by other PUD developments. Aside from the parcels that front Nashville Highway the rest of the land around the subject parcel will be or currently is used for residential.

CONFORMITY WITH ZONING ORDINANCE

Article 4.3.9.E. (p.255) of the Zoning Ordinance governs Wireless Communication Facilities other than Communication Towers

Wireless Communication Facilities other than Communications Towers shall be permitted in accordance with the applicable Use Table, subject to the following:

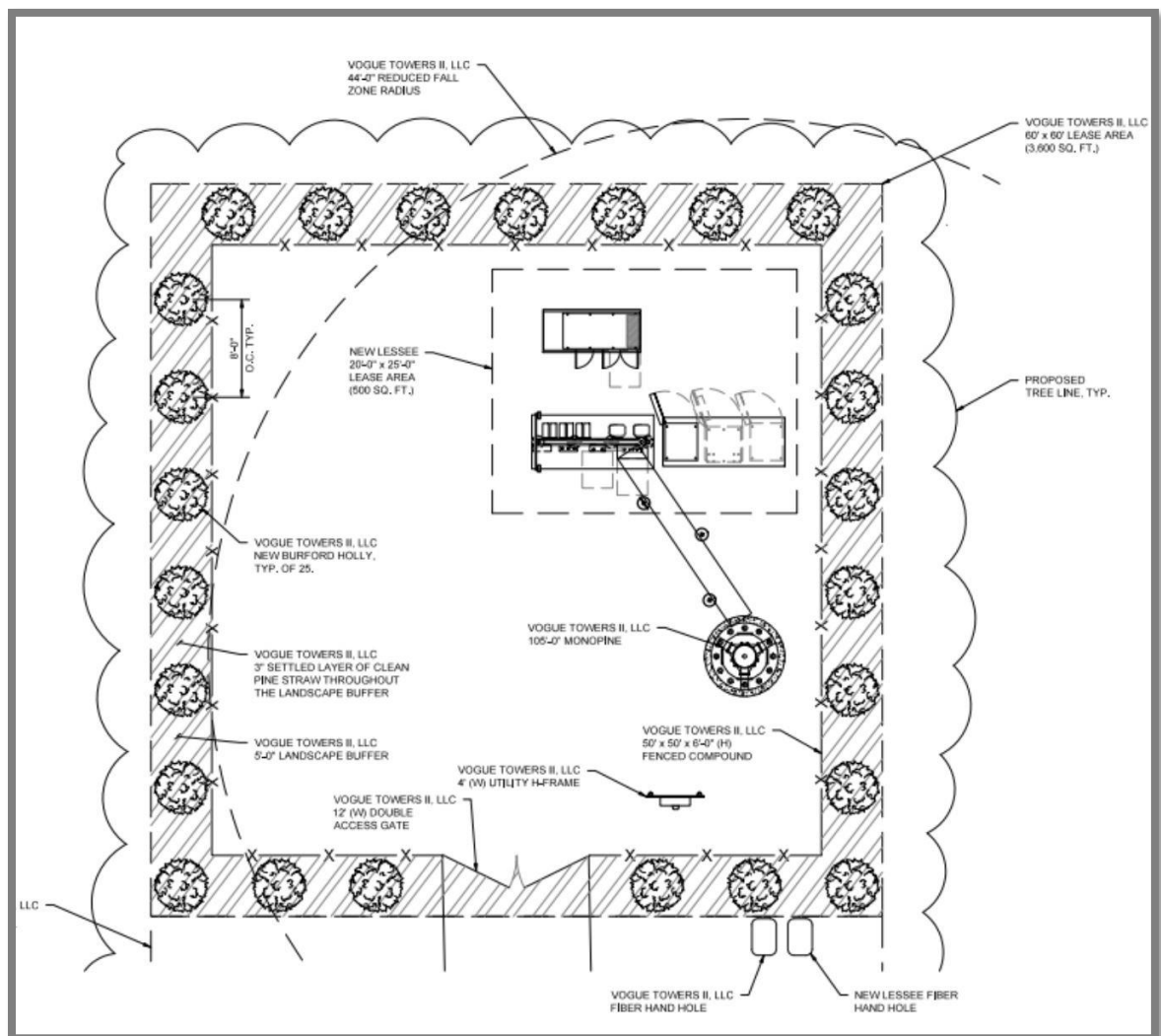
(1) The requirements set forth in this Section 4.3.9.D.6.n. shall govern the location of Towers that exceed, and antennas that are installed at a height in excess of 70 feet. The height limitations applicable to Buildings and Structures shall not apply to Towers and Antennas.

(2) Antennas or Towers located on property owned, leased, or otherwise controlled by the CITY shall be exempt from the requirements of this subsection, provided a license or lease authorizing such Antenna or Tower has been approved by City Council. **N/A, property is owned by Christ our Savior Evangelical Lutheran Church.**

(3) This Section shall not govern any Tower, or the installation of any Antenna, that is under 70 feet in height and is owned and operated by a federally – licensed amateur radio station operator or is used exclusively for receive – only Antennas. **N/A**

(4) The following requirements must be met:

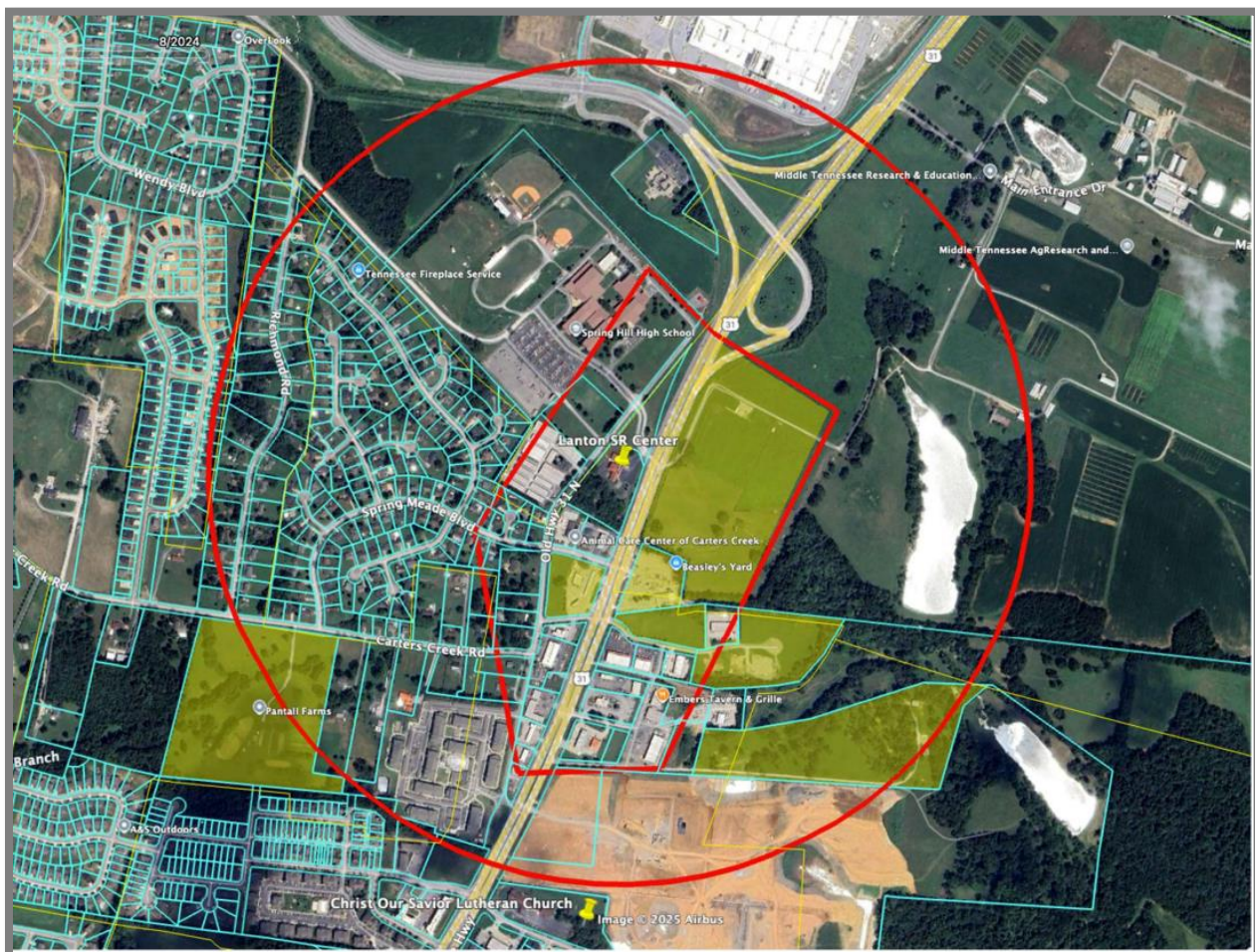
(a) Site and landscape plans drawn to scale and landscape plans drawn to scale; **Site and landscape plans included in attached design drawings.**



- (b) A report including a description of the Tower with technical reasons for its design; The proposed mono-pine tower consists of an eighteen-sided monopole structure, tapered from bottom to top. The structure, foundation, and anchor bolt designs are based strictly on ANSI/TIA-222 as amended (currently Rev H). Monopole materials are hot dip galvanized as outlined in ASTM A-123. The attached Fall Zone Letter provides additional explanation as to tower design parameters, including Risk Category, Site Exposure Category, Topographic Category, and Environmental Loading.
- (c) Documentation establishing the structural integrity for the Tower's proposed uses, certified by a professional engineer licensed in the State of Tennessee competent in such design, the general capacity of the Tower and information necessary to assure that ANSI (American National Standard Institute) standards are met; See attached tower manufacturer design.
- (d) A statement of intent whether excess space on the Tower will be leased; See attached letter.
- (e) Proof of ownership of the site or a copy of the owner's authorization to use the site; See attached (recorded) Memorandum of Option to Lease between Applicant and property owner.
- (f) Copies of any Easements necessary to gain access or limited Development areas; Easements noted on survey included in design drawings.
- (g) An analysis of the site containing existing topographical contours; Topographical contours are depicted on survey and addressed in the grading plan included in the attached design drawings.
- (h) A written opinion from an appropriate authority that the soils and underlying materials will support the intended Structure; The Engineer of Record for the site civil design has reviewed and approved all related design elements as noted in the design drawings, considering typical soils for the region. All sites are drilled for geotechnical data and that information, including boring log and engineer analysis, are provided to the tower manufacturer as part of their engineered design of the tower and foundation.
- (i) Evidence that the Tower facility meets technical emissions standards set by the FCC (Federal Communication Commission); See attached letter from Co-Applicant, Verizon Wireless.
- (j) Evidence of "Determination of No Hazard" from the FAA (Federal Aviation Administration), as well as all required FCC permit information; Applicant complies, receiving a "Determination

of No Hazard to Air Navigation” from the FAA (2025-ASO-245-OE). In addition, Applicant utilizes a 3rd party to review their locations in conjunction with the FAA filing. The attached report from Airspace Safety Analysis & Compliance (ASAC) evaluated the proposed tower in accordance with the requirements specified by the FAA under Federal Aviation Rules part 77 and found that this proposed tower is not a hazard to air navigation.

(k) Alternatives to the Tower location and why this site was selected; and Applicant contacted Edwards Real Estate, Dean Norton and Beasley’s Yard, none of which 3 were interested. We initiated discussions Middle Tennessee Ag Research Station, and they were initially interested but then stopped responding. We also spoke to Bell Group and could not come to financial terms. We tried to reach Pantall Farms with voicemail and a letter but never received a response. Christ our Savior Lutheran Church said expressed and maintained interest. The attached Real Estate Candidates map highlights the various parcels attempted.



(l) Evidence that the site complies with requirements of the NEPA (National Environmental Policy Act) in regard to impact on wildlife, endangered species, historical sites, Native American religious sites, floodplains, wetlands, high intensity white lights in Residential neighborhoods, and frequency emissions in excess of FCC guidelines.

Applicant's site development process includes completing the National Environmental Policy Act (NEPA) review process, which includes consultation with State Historical Preservation Office, Tribal Historical Preservation Office, US Fish & Wildlife, and others to evaluate any impact of the proposed facility at this location. The NEPA process is ongoing, and Applicant is happy to make the final NEPA report a condition of approval. Addressing high intensity white lights, as described in (j) above, the proposed tower has been approved by the FAA and does not require any lighting.

(5) Towers may be built on the same Lot or Building Site with another Principal Use. A separation a minimum of the Tower height between the Tower and any other Principal Use is required in order to provide for the health, safety, and welfare of individuals and Structures occupying the same site. Joint use is prohibited on a Lot or Building Site where a proposed or existing Principal Use includes the storage, distribution or sale of volatile, flammable, explosive or hazardous wastes such as LP gas, propane, gasoline, natural gas, and corrosive or dangerous chemicals. Applicant has sited the proposed facility with setbacks in mind, complying with the 100% setback requirement to the property owner's future development as depicted in the attached design drawings. However, if a motion is made to approve with conditions, Applicant requests a condition be included to incorporate the engineered 44' fall zone radius described below into the PUD amendment for this property to satisfy this provision of the ordinance. Applicant is proposing a 105' monopine (110' overall), a self-supporting tubular tower structure, similar to ones used for utility lines. Applicant is providing documentation outlining the design characteristics of the reduced "fall zone" area in the form of the attached engineer stamped letter. Per the attached and sealed "Fall Zone" letter, the Tower will be designed such that the top 40% will collapse over onto itself in the event of a catastrophic failure, reducing the impacted area via a reduced "fall zone" that will be contained within the reduced boundaries of thinner setback radius in the attached design drawings of 44'. This is accomplished by overdesigning the bottom portion of the structure. Specifically, the tower base and its foundation are designed to carry the entire force applied to the tower (Force X); however, When the top 40% of a monopole telecommunications tower collapses or is otherwise removed, it results in a reduction of base moment by approximately 30% to 45%, depending on wind exposure category, tower geometry, and site-specific wind conditions. The base and foundation were originally designed to resist the full-height wind and structural loading.

However, in the scenario where the top 40% of the tower is no longer present, the base and foundation will experience reduced demand. As the design drawings depict, incorporating this engineering into the design, that the fall zone area is greatly reduced and contained within a much smaller area

(6) Towers 80 feet or more in height shall be located on the Lot so that the distance from the base of the Tower to any adjoining property line or supporting Structure of another Tower is a minimum of 100% of the proposed Tower height. No Variance shall be granted from this minimum setback requirement. As depicted in the attached design drawings, Applicant complies.

(7) Except as specifically required by the FAA (Federal Aviation Administration) or the FCC (Federal Communication Commission), transmission Structures shall: Applicant will comply.

(a) use colors such as gray, blue, or green, which reduce their visual impacts; provided, wooden poles do not have to be painted; and As depicted in the attached design drawings and photo simulations, Applicant is proposing a monopine tower structure. The pole will be painted brown with the branches starting at approximately the halfway point. If the City prefers a traditional monopole structure, the property owner has indicated they would be open to a different structure.

(b) not be illuminated, except equipment shelters may use lighting for security reasons which is compatible with the surrounding neighborhood; Applicant complies.

(c) not use strobe lights unless specifically required by FAA. Applicant complies (see 4(j) above).

(8) Any proposed Tower shall be structurally designed so as to accommodate the minimum number of foreseeable shared users. Applicant's design incorporates space on the tower and ground for a minimum of three wireless providers, including Co-Applicant, Verizon Wireless.

(9) No advertising or display is permitted on any Communication Tower. Applicant will comply, only posting signage for site identification, emergency contact or as required by federal agencies.

(10) Any Accessory Buildings or Structures shall be located a minimum of 50 feet from any adjoining property line. Except for emergency purposes, the accessory facilities may not include offices, long-term vehicular storage, other outdoor storage, or broadcast studios, unless the Use is permitted in the district. Applicant will comply.

(11) The Tower base and equipment area shall be enclosed with a fence no less than six feet in height. Access shall be locked at all times when the site is not occupied. **Applicant complies, see attached design drawings.**

(12) Where the Tower site abuts or is contiguous to any Residential District, there shall be provided a continuous, solid Screening and it shall be of such plant material as will provide an evergreen Screen. Screening as required herein shall be not less than four feet in height at the time of planting and shall be permanently maintained. **See attached landscape buffer design and tree preservation plan in the attached design drawings. In addition, the site has been located to utilize the natural vegetation buffer of the wooded area on the property.**

(13) Location on any other Structure other than a Tower (i.e., water tank, utility poles, roof tops, etc.) is permitted subject to the provisions listed above relating to a Tower location. **The attached Nearby Structures table and map illustrate that there are no existing tower structures within one mile of the Applicant's location, the closest broadband structure being approx. 1.62 miles away, with Verizon Wireless located on this structure. There are also no structures capable of meeting the coverage objective within the immediate area.**

Name	Latitude	Longitude	FCC ASR#	Distance (miles)	Comments
Vogue Towers	35.705626	-86.974395	Pending	N/A	<i>Candidate Location</i>
Crown Communications LLC	35.7145	-87.001	1205701	1.62	<i>Appears to be 2+ carriers, including Verizon</i>
TVA	35.7217	-86.9737	None	1.11	<i>Inside TVA facility, likely direct bury pole.</i>
TVA (2)	35.7411	-86.9633	None	2.53	<i>Inside former plant, likely direct bury pole.</i>

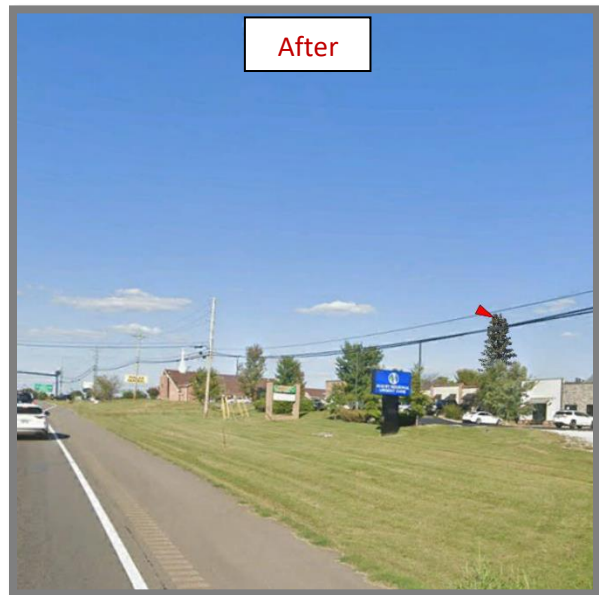
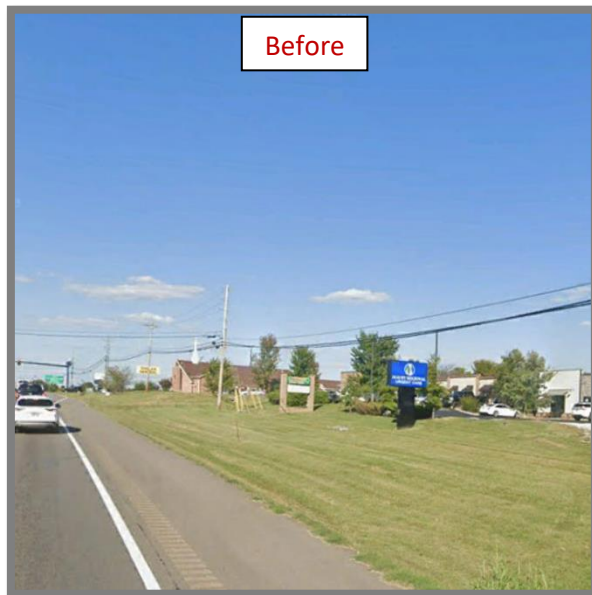
(14) Co – location on Towers is encouraged. **See (13) above.**

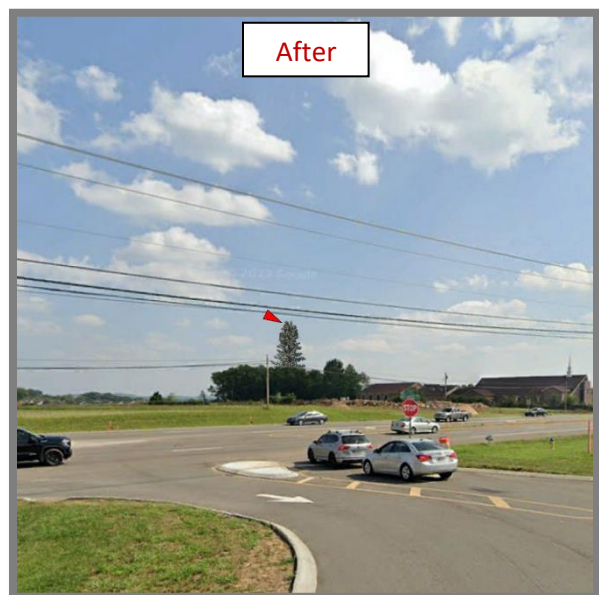
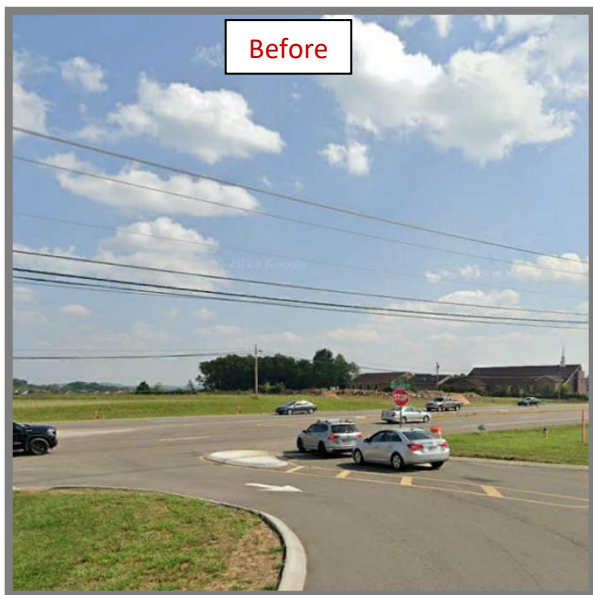
The Zoning Administrator has authority to approve a co – location on an existing Tower subject to: (a) receipt of a letter from a licensed engineer stating that the Tower is structurally adequate to handle the additional load; and (b) the FCC technical emissions standards not being exceeded.

(15) Any Antenna or Tower that is not operated for a continuous period of 12 months shall be considered abandoned and the owner of such antenna or tower, as well as any shared user(s) of the Tower or Antenna, shall remove same within 90 days of receipt of notice from the City notifying the owner and shared user(s) of such abandonment. If such Antenna or Tower is not removed within said 90 days, the City may remove or have the Structure removed at the owner's expense. **The applicant will comply.**

Staff has reviewed the PUD revision approval and found that this tower will align with the requirements of this ordinance as it pertains to towers. Staff will work closely with the developer to ensure compliance. Any future modifications to this plan will necessitate a revision of the PUD.

MONOPINE PHOTOSHOP IMAGES, MANUFACTURER IMAGES & REAL-LIFE IMAGES







REVIEW PROCESS

The Development Review Committee evaluated the proposed PUD revision at its April 2025 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized below.

The tower has been reviewed under the requirements of **4.3.9.E.rr**.

As required by **8.5.4.D** of the Zoning Ordinance, staff posted signs on the subject property, mailed letters to adjacent property owners, and published notice of the Planning Commission's meeting in newspapers of general circulation.

Section **8.5.21** of the Zoning Ordinance directs the Planning Commission to review any and all Planned Unit Developments for conformity with the standards of the Ordinance.

The Planning Commission is the **recommending body** for PUD revisions that are major in nature under **8.3.3.B.8** of the Zoning Ordinance.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its January 2025 meeting. A full list of comments and the applicant's responses is provided in the agenda packet. Some key comments are noted below.

Planning - NEPA (National Environmental Policy Act) will be a condition of approval.

Engineering - Access easement shall have a provision allowing adjustment in the future to accommodate modification.

FCC LAWS REGARDING TOWERS

Section 704 of the 1996 Telecommunications Act contains several key provisions affecting the authority of municipalities to regulate the placement of towers for cellular telephones, personal communications services, and other similar transmitters. Generally, the act preserves municipal zoning authority as it relates to radio towers and their siting, but it also creates three key protections for firms seeking to erect a tower:

- Local ordinances may not “unreasonably” discriminate among providers of functionally equivalent services. Tower siting policies must not favor one company, or one technology, over another;
- Local government may not impose a blanket prohibition against the placement of telecommunications towers; and
- Local ordinances may not impose more stringent “environmental effects” limits on radio frequency emissions than those adopted by the Federal Communications Commission (FCC).

A municipality would do well to encourage colocation of telecommunications facilities — essentially the sharing of a single tower by multiple telecommunications services. Such practices have the potential to reduce the proliferation of towers. Federal law encourages this practice and gives cities some leverage to assure that legitimate efforts are made to effect colocation. 47 U.S.C. 251(c)(1) and 47 U.S.C. 251(c)(6) discuss the “duty” of telecommunications service to negotiate in good faith for colocation opportunities. Municipal ordinances should reflect this obligation, and final tower approval should depend on an applicant's demonstration of these efforts. Federal law allows cities to deny construction permit applications for telecommunications towers. The denial, however, must be based on a reasoned approach, otherwise the FCC is authorized to pre-empt the local decision and grant the construction permit. Without adopting a telecommunications tower policy, it is doubtful that a municipality's denial of a construction permit will be seen as resulting from a reasoned approach.

SAMPLE MOTIONS

Positive Recommendation with Conditions:

Move to send a positive recommendation on the PUD Revision for the preliminary PUD Master Plan as presented and find that the tower conforms to the applicable zoning ordinance, [subject to a condition of approval that the NEPA report meets the requirements of the Zoning Ordinance].

Positive Recommendation with Conditions (Applicant's Condition Request):

Move to send a positive recommendation on the PUD Revision for the preliminary PUD Master Plan as presented and find that the tower conforms to the applicable zoning ordinance, [subject to a condition of approval that the NEPA report meets the requirements of the Zoning Ordinance and to incorporate the engineered 44' fall zone radius (as depicted in the site design and described in the supplied documentation) will satisfy the requirements of **Article 4.3.9.E.rr.5**].

Defer for Continued Review:

Move to find that there is insufficient information to make a decision, defer the application for continued review, and request that the applicant provide: [list additional information] for review at the next regularly scheduled meeting of the Planning Commission.

Negative Recommendation:

Move to send a negative recommendation on the PUD Revision for the preliminary PUD Master Plan presented does not conform to the applicable zoning ordinance, the Subdivision Regulations, or the approved Preliminary Plat [list specific deficiencies].



**APPLICATION FOR APPROVAL BY VOGUE TOWERS II, LLC, AND
CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS FOR THE CONSTRUCTION
OF A WIRELESS COMMUNICATION FACILITY**

Application: For City of Columbia approval by Vogue Towers II, LLC (“Vogue Towers”) and Cellco Partnership, d/b/a Verizon Wireless (“Verizon”), together “Applicant” for the zoning approval for a proposed multi-provider wireless communications facility.

Site Name: Lanton (TN-5001)

Project Description: Vogue Towers proposes to construct a multi-provider 105’ monopine tower (105’ structure with 5’ lightning rod, overall height 110’) within a fenced compound area (see attached design drawings for details). This facility will have provisions for multiple wireless providers, satisfying the purpose of the City’s ordinance to reduce the need for new towers.

Parcel Address: 2494 Nashville Hwy, Columbia, TN, Parcel #051 007.01

Property Owner: Christ our Savior Evangelical Lutheran Church

Narrative:

The wireless industry is continually improving networks to best meet the needs of the community. In the present case, the increase in usage at existing locations requires a new tower. The purpose of this proposed wireless communications facility will be to provide improved wireless service quality and safety to the area, specifically to customers and residents in and around this area of Columbia.

As the demand for wireless continues to increase with the use of “smart phones” there is an increased need for wireless telecommunications infrastructure to keep up with the demand. Per CTIA’s 2024 Annual Survey, *“Demand for wireless data continued to skyrocket in 2023, with Americans using more than 100 trillion MBs – enough data for every single US Household to watch the first season of House of the Dragon every day for the entire year.”* 100T MB is almost a 2x increase over data usage just two years ago (2021) and is more data than was used between 2010-2018 combined. 2023 wireless traffic totaled over 2.1 trillion messages (SMS and MMS), or 67,000 messages/second, and over 2.4 trillion minutes of talking via wireless connections.

As network traffic increases on a given wireless network, additional facilities are needed to provide consumers with quality, high-speed mobile broadband. Each wireless telecommunications facility can only process a fixed amount of service and/or cover so far, and this tower is needed to provide additional coverage and capacity for this portion of the community as per CTIA there are now 558 million connections in America, or 1.6 connections for every American. Greater signal strength is needed to adequately penetrate the buildings and provide reliable voice and improved data throughput rates for wireless subscribers.

This proposal is to construct a multi-provider wireless communications facility. Applicant will lease the use of space and access as shown on the site plan. Within that area, there will be an approx. 2,500 sq/ft fenced compound providing room for Verizon Wireless and other wireless providers such as AT&T, T-Mobile, and DISH to place equipment cabinets/buildings within the compound of the new tower. In addition, Vogue Towers makes space available to local E911 and first responders at no cost, whenever possible.

Consideration of this application should not, however, be limited to examining how successfully Vogue Towers has mitigated any negative impact through design and location. The positive impact of the site should be given full weight as well. We live in a society where our wireless devices have become an essential tool for daily living, a necessity with approximately 80% of E911 calls (of an est. 240 million) being made from wireless devices each year and more than 7 out of 10 adults living in wireless-only households, 72.6% as of 2022 (*National Center for Health Statistics*). These figures peak among younger demographic ranges for wireless only adults, the next generation of homebuyers and entrepreneurs, with 25-29 at 87.6%, and 30-34 at 88.4%. Furthermore, the benefits of this site to the community go beyond just convenience for residents and businesses where 80% of consumers now consider wireless service “indispensable” (*CTIA*). Quality wireless service is part of the critical infrastructure necessary for public safety and first responders in emergency situations such as accidents, crimes, health incidents or natural disaster. Given the design, location and benefits provided by this proposed site, and lack of significant impacts, approval of this application is respectfully requested.

ARTICLE 4: BUILDING, LOT & BUILDING SITE TANDARDS

am. Wireless Communication Facilities other than Communications Towers shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) *The requirements set forth in this Section 4.3.9.D.6.n. shall govern the location of Towers that exceed, and antennas that are installed at a height in excess of 70 feet. The height limitations applicable to Buildings and Structures shall not apply to Towers and Antennas.*
- (2) *Antennas or Towers located on property owned, leased, or otherwise controlled by the CITY shall be exempt from the requirements of this subsection, provided a license or lease authorizing such Antenna or Tower has been approved by City Council. N/A, property is owned by Christ our Savior Evangelical Lutheran Church.*
- (3) *This Section shall not govern any Tower, or the installation of any Antenna, that is under 70 feet in height and is owned and operated by a federally – licensed amateur radio station operator or is used exclusively for receive – only Antennas. N/A*
- (4) *The following requirements must be met:*

- (a) *Site and landscape plans drawn to scale and landscape plans drawn to scale; Site and landscape plans included in attached design drawings.*
- (b) *A report including a description of the Tower with technical reasons for its design; The proposed monopine tower consists of an eighteen-sided monopole structure, tapered from bottom to top. The structure, foundation and anchor bolt designs are based strictly on ANSI/TIA-222 as amended (currently Rev H). Monopole materials are hot dip galvanized as outlined in ASTM A-123. The attached Fall Zone Letter provides additional explanation as to tower design parameters, including Risk Category, Site Exposure Category, Topographic Category and Environmental Loading.*
- (c) *Documentation establishing the structural integrity for the Tower's proposed uses, certified by a professional engineer licensed in the State of Tennessee competent in such design, the general capacity of the Tower and information necessary to assure that ANSI (American National Standard Institute) standards are met; See attached tower manufacturer design.*
- (d) *A statement of intent whether excess space on the Tower will be leased; See attached letter.*
- (e) *Proof of ownership of the site or a copy of the owner's authorization to use the site; See attached (recorded) Memorandum of Option to Lease between Applicant and property owner.*
- (f) *Copies of any Easements necessary to gain access or limited Development areas; Easements noted on survey included in design drawings.*
- (g) *An analysis of the site containing existing topographical contours; Topographical contours are depicted on survey and addressed in the grading plan included in the attached design drawings.*
- (h) *A written opinion from an appropriate authority that the soils and underlying materials will support the intended Structure; The Engineer of Record for the site civil design has reviewed and approved all related design elements as noted in the design drawings, considering typical soils for the region. All sites are drilled for geotechnical data and that information, including boring log and engineer analysis, are provided to the tower manufacturer as part of their engineered design of the tower and foundation.*
- (i) *Evidence that the Tower facility meets technical emissions standards set by the FCC (Federal Communication Commission); See attached letter from Co-Applicant, Verizon Wireless.*
- (j) *Evidence of "Determination of No Hazard" from the FAA (Federal Aviation Administration), as well as all required FCC permit information; Applicant complies, receiving a "Determination of No Hazard to Air Navigation" from the FAA (2025-ASO-245-OE). In addition, Applicant utilizes a 3rd party to review their locations in conjunction with the FAA filing. The attached report from Airspace Safety Analysis & Compliance (ASAC) evaluated the proposed tower in accordance with the requirements specified by the FAA under Federal Aviation Rules part 77 and found that this proposed tower is not a hazard to air navigation. The approved FAA will be amended for the reduced overall height of the proposed tower as amended.*
- (k) *Alternatives to the Tower location and why this site was selected; and Applicant contacted Edwards Real Estate, Dean Norton and Beasley's Yard, none of which 3 were interested. We initiated discussions Middle Tennessee Ag Research Station, and they were initially interested but then stopped responding. We also spoke to Bell Group and could not come to financial terms. We tried to reach Pantall Farms with voicemail and a letter but never received a response. Christ our Savior Lutheran Church said expressed and maintained interest. The attached Real Estate Candidates map highlights the various parcels attempted.*

(l) *Evidence that the site complies with requirements of the NEPA (National Environmental Policy Act) in regard to impact on wildlife, endangered species, historical sites, Native American religious sites, floodplains, wetlands, high intensity white lights in Residential neighborhoods ,and frequency emissions in excess of FCC guidelines.* **Applicant's site development process includes completing the National Environmental Policy Act (NEPA) review process, which includes consultation with State Historical Preservation Office, Tribal Historical Preservation Office, US Fish & Wildlife, and others to evaluate any impact of the proposed facility at this location. The NEPA process is ongoing, and Applicant is happy to make the final NEPA report a condition of approval. Addressing high intensity white lights, as described in (j) above, the proposed tower has been approved by the FAA and does not require any lighting.**

(5) *Towers may be built on the same Lot or Building Site with another Principal Use. A separation a minimum of the Tower height between the Tower and any other Principal Use is required in order to provide for the health, safety and welfare of individuals and Structures occupying the same site. Joint use is prohibited on a Lot or Building Site where a proposed or existing Principal Use includes the storage, distribution or sale of volatile, flammable, explosive or hazardous wastes such as LP gas, propane, gasoline, natural gas and corrosive or dangerous chemicals.* **Applicant has sited the proposed facility with setbacks in mind, complying with the 100% setback requirement to the property owner's future development as depicted in the attached design drawings. However, if a motion is made to approve with conditions, Applicant requests a condition be included to incorporate the engineered 44' fall zone radius described below into the PUD amendment for this property to satisfy this provision of the ordinance. Applicant is proposing a 105' monopine (110' overall), a self-supporting tubular tower structure, similar to ones used for utility lines. Applicant is providing documentation outlining the design characteristics of the reduced "fall zone" area in the form of the attached engineer stamped letter. Per the attached and sealed "Fall Zone" letter, the Tower will be designed such that the top 40% will collapse over onto itself in the event of a catastrophic failure, reducing the impacted area via a reduced "fall zone" that will be contained within the reduced boundaries of thinner setback radius in the attached design drawings of 44'. This is accomplished by overdesigning the bottom portion of the structure. Specifically, the tower base and its foundation are designed to carry the entire force applied to the tower (Force X); however, When the top 40% of a monopole telecommunications tower collapses or is otherwise removed, it results in a reduction of base moment by approximately 30% to 45%, depending on wind exposure category, tower geometry, and site-specific wind conditions. The base and foundation were originally designed to resist the full-height wind and structural loading. However, in the scenario where the top 40% of the tower is no longer present, the base and foundation will experience reduced demand. As the design drawings depict, incorporating this engineering into the design, the fall zone area is greatly reduced and contained within a much smaller area**

(6) *Towers 80 feet or more in height shall be located on the Lot so that the distance from the base of the Tower to any adjoining property line or supporting Structure of another Tower is a minimum of 100% of the proposed Tower height. No Variance shall be granted from this minimum setback requirement.* **As depicted in the attached design drawings, Applicant complies.**

(7) *Except as specifically required by the FAA (Federal Aviation Administration) or the FCC (Federal Communication Commission), transmission Structures shall:* **Applicant will comply.**

(a) *use colors such as gray, blue or green which reduce their visual impacts; provided, wooden poles do not have to be painted; and* **As depicted in the attached design drawings and photo simulations, Applicant is proposing a stealth monopine tower structure. The pole will be painted brown with the branches starting at approx. the**

halfway point. If the City prefers a traditional monopole structure, the property owner has indicated they would be open a different structure.

(b) *not be illuminated, except equipment shelters may use lighting for security reasons which is compatible with the surrounding neighborhood; Applicant complies.*

(c) *not use strobe lights unless specifically required by FAA. Applicant complies (see 4(j) above).*

(8) *Any proposed Tower shall be structurally designed so as to accommodate the minimum number of foreseeable shared users. Applicant's design incorporates space on the tower and ground for a minimum of three wireless providers, including Co-Applicant, Verizon Wireless.*

(9) *No advertising or display is permitted on any Communication Tower. Applicant will comply, only posting signage on the fence or gate for site identification, emergency contact or as required by federal agencies.*

(10) *Any Accessory Buildings or Structures shall be located a minimum of 50 feet from any adjoining property line. Except for emergency purposes, the accessory facilities may not include offices, long-term vehicular storage, other outdoor storage, or broadcast studios, unless the Use is permitted in the District. Applicant will comply.*

(11) *The Tower base and equipment area shall be enclosed with a fence no less than six feet in height. Access shall be locked at all times when the site is not occupied. Applicant complies, see attached design drawings.*

(12) *Where the Tower site abuts or is contiguous to any Residential District, there shall be provided a continuous, solid Screening and it shall be of such plant material as will provide an evergreen Screen. Screening as required herein shall be not less than four feet in height at the time of planting and shall be permanently maintained. See attached landscape buffer design and tree preservation plan in the attached design drawings. In addition, the site has been located to utilize the natural vegetation buffer of the wooded area on the property.*

(13) *Location on any other Structure other than a Tower (i.e. water tank, utility poles, roof tops, etc.) is permitted subject to the provisions listed above relating to a Tower location. The attached Nearby Structures table and map illustrate that there are no existing tower structures within one mile of the Applicant's location, the closest broadband structure being approx. 1.62 miles away, with Verizon Wireless located on this structure. There are also no structures capable of meeting the coverage objective within the immediate area.*

(14) *Co – location on Towers is encouraged. See (13) above.*

The Zoning Administrator has authority to approve a co – location on an existing Tower subject to:

(a) *receipt of a letter from a licensed engineer stating that the Tower is structurally adequate to handle the additional load; and*

(b) *the FCC technical emissions standards not being exceeded.*

Any Antenna or Tower that is not operated for a continuous period of 12 months shall be considered abandoned and the owner of such antenna or tower, as well as any shared user(s) of the Tower or Antenna, shall remove same within 90 days of receipt of notice from the City notifying the owner and shared user(s) of such abandonment. If such Antenna or Tower is not removed within said 90 days, the City may remove or have the Structure removed at the owner's expense. Applicant will comply.

As provided for in this application package, Vogue Towers is requesting approval of their application as identified above per the conditions and specifications of the City's Ordinance, **ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS**; am. Wireless Communication Facilities other than Communications Towers. Wireless service is increasingly considered a public necessity as it is often the only means citizens have to emergency services. The location and character of the use, if developed according to the plan submitted and recommended, will be in harmony with the area in which it is to be located. The proposed wireless telecommunications facility will meet the infrastructure needs of this area and will provide additional access to emergency services, if needed.

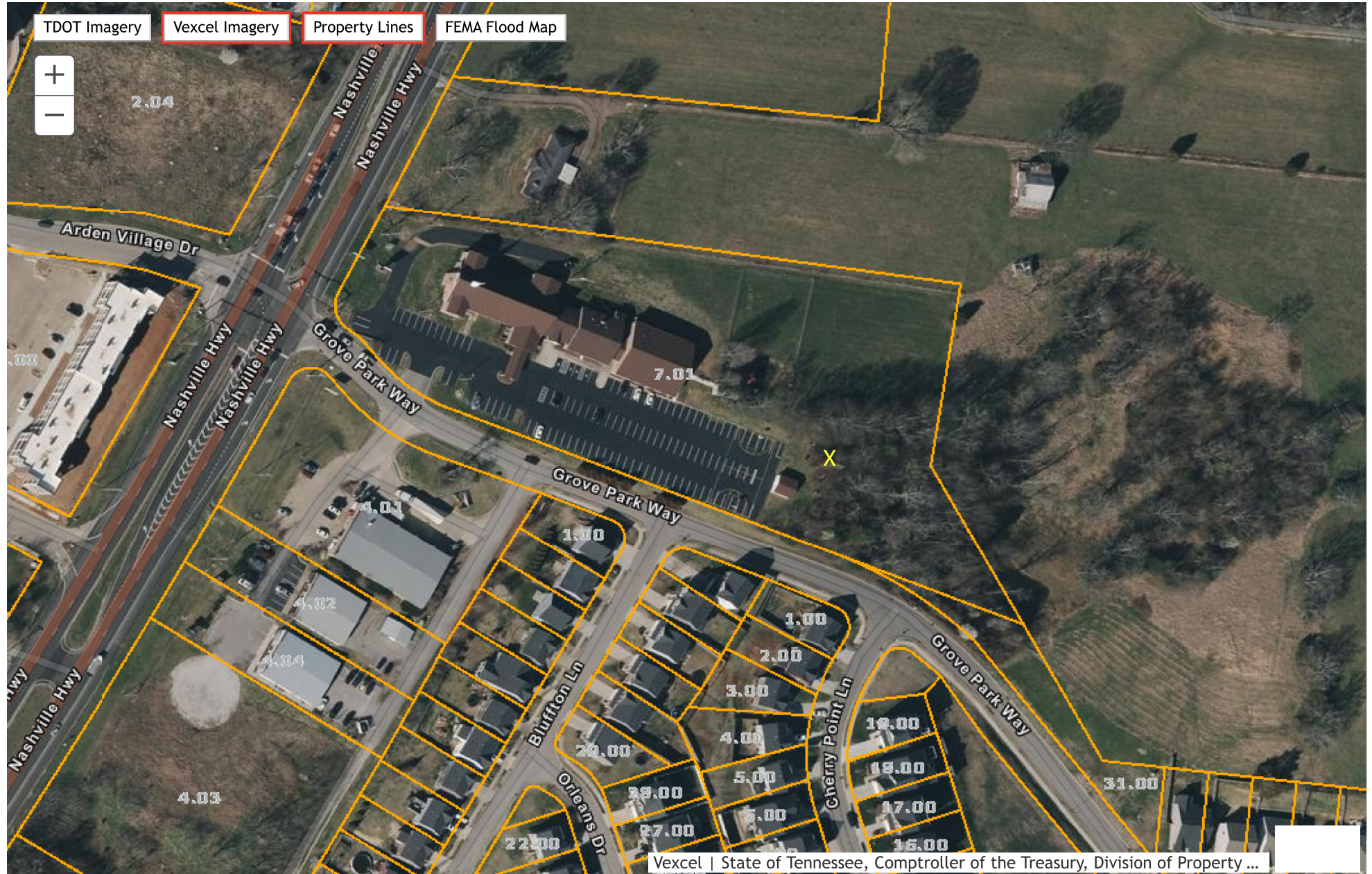
Respectfully submitted,

Pat Troxell-Tant

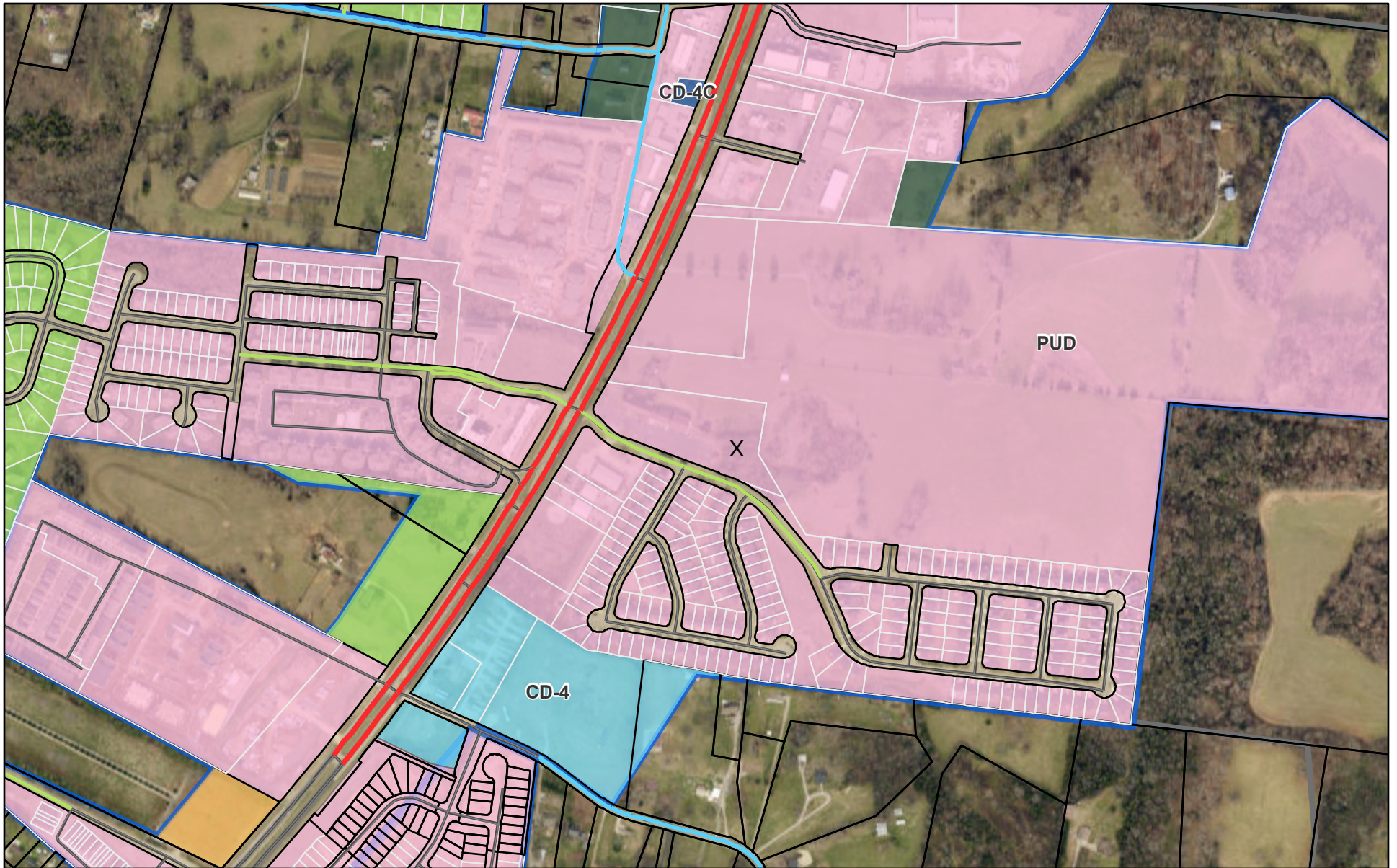
Pat Troxell-Tant
President of Development
Vogue Towers II, LLC



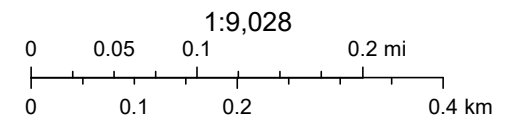
Tennessee Property Viewer



City of Columbia GIS Mapping



August 8, 2024





430 Chestnut Street – Suite 101-B
Chattanooga, TN 37402

423-269-7455

Voguetowers.net

February 21, 2025

City of Columbia, TN
Attn: Austin Brass
700 N Garden St
Columbia, TN 38401

RE: Proposed Tower, Article 4, am.(4)(d), Collocation Letter of Intent
Vogue Tower Site – Lanton
Vogue Tower Site # - TN-5001
Parcel ID: #051 007.01

Dear Mr. Brass:

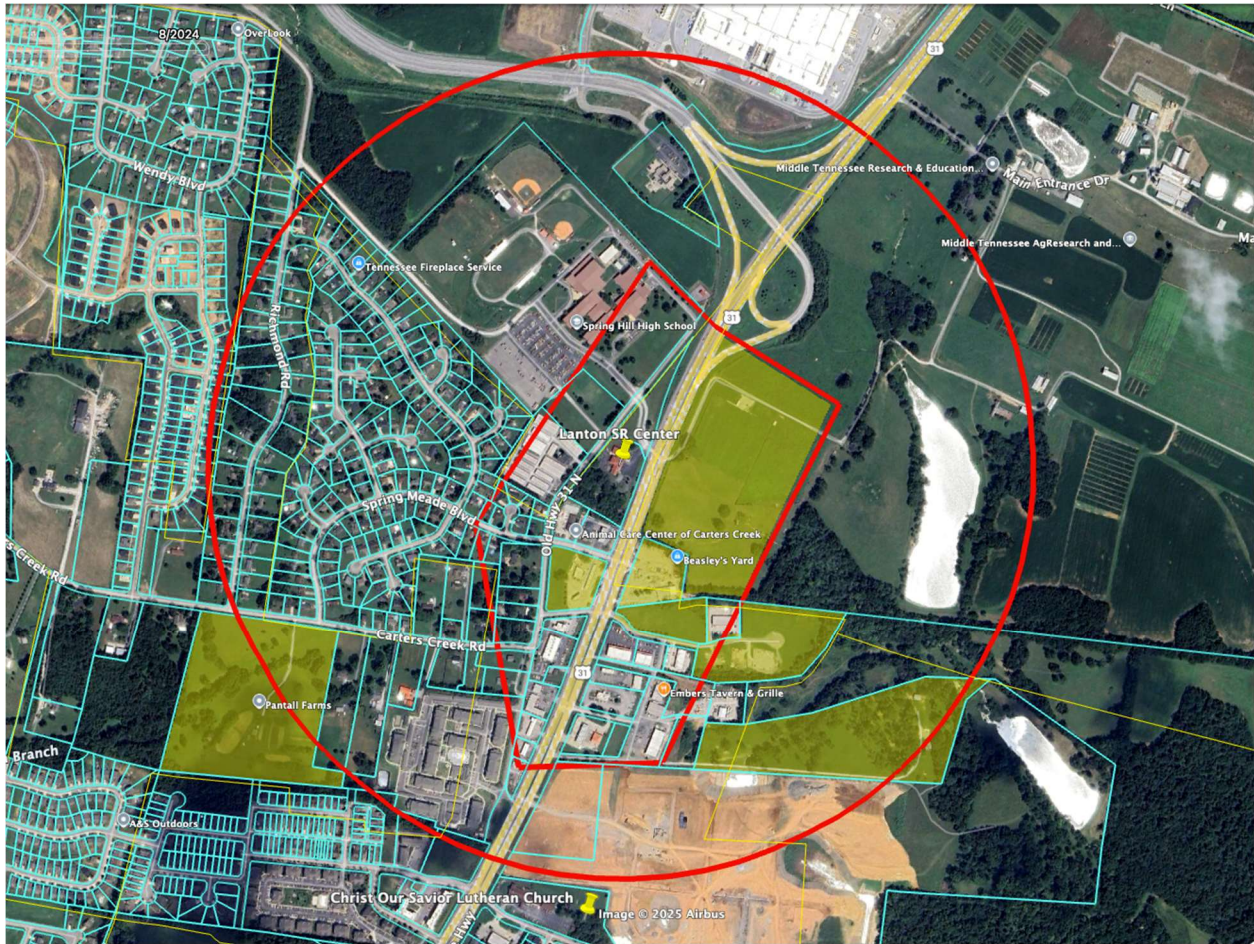
This letter is provided as confirmation that the new Tower will be designed to accommodate the collocation of additional antennas for future users and Applicant confirms to leasing excess space on the Tower to such users utilizing standard industry terms and rates, per the above reference section of the City's ordinance. Vogue Towers is not a wireless provider but is a developer of multi-provider wireless communications facilities. As such, Vogue's facilities are designed to accommodate multiple providers. The current design drawings included in this application package illustrate this design intent.

Respectfully submitted,

Patricia Troxell-Tant

Patricia Troxell-Tant
President
Vogue Towers II, LLC

Real Estate Candidate Search



Applicant contacted Edwards Real Estate, Dean Norton and Beasley's Yard, none of which 3 were interested. We initiated discussions Middle Tennessee Ag Research Station, and they were initially interested but then stopped responding. We also spoke to Bell Group and could not come to financial terms. We tried to reach Pantall Farms with voicemail and a letter but never received a response. Christ our Savior Lutheran Church said yes. Those are all highlighted yellow on the aerial above.

Name	Latitude	Longitude	FCC ASR#	Distance (miles)	Comments
Vogue Towers	35.705626	-86.974395	Pending	N/A	<i>Candidate Location</i>
Crown Communications LLC	35.7145	-87.001	1205701	1.62	<i>Appears to be 2+ carriers, including Verizon</i>
TVA	35.7217	-86.9737	None	1.11	<i>Inside TVA facility, likely direct bury pole.</i>
TVA (2)	35.7411	-86.9633	None	2.53	<i>Inside former plant, likely direct bury pole.</i>

Vogue Towers - Lanton

Nearby Structures
.5 mile radius





Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Locations of the photosims.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 1 before the photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims

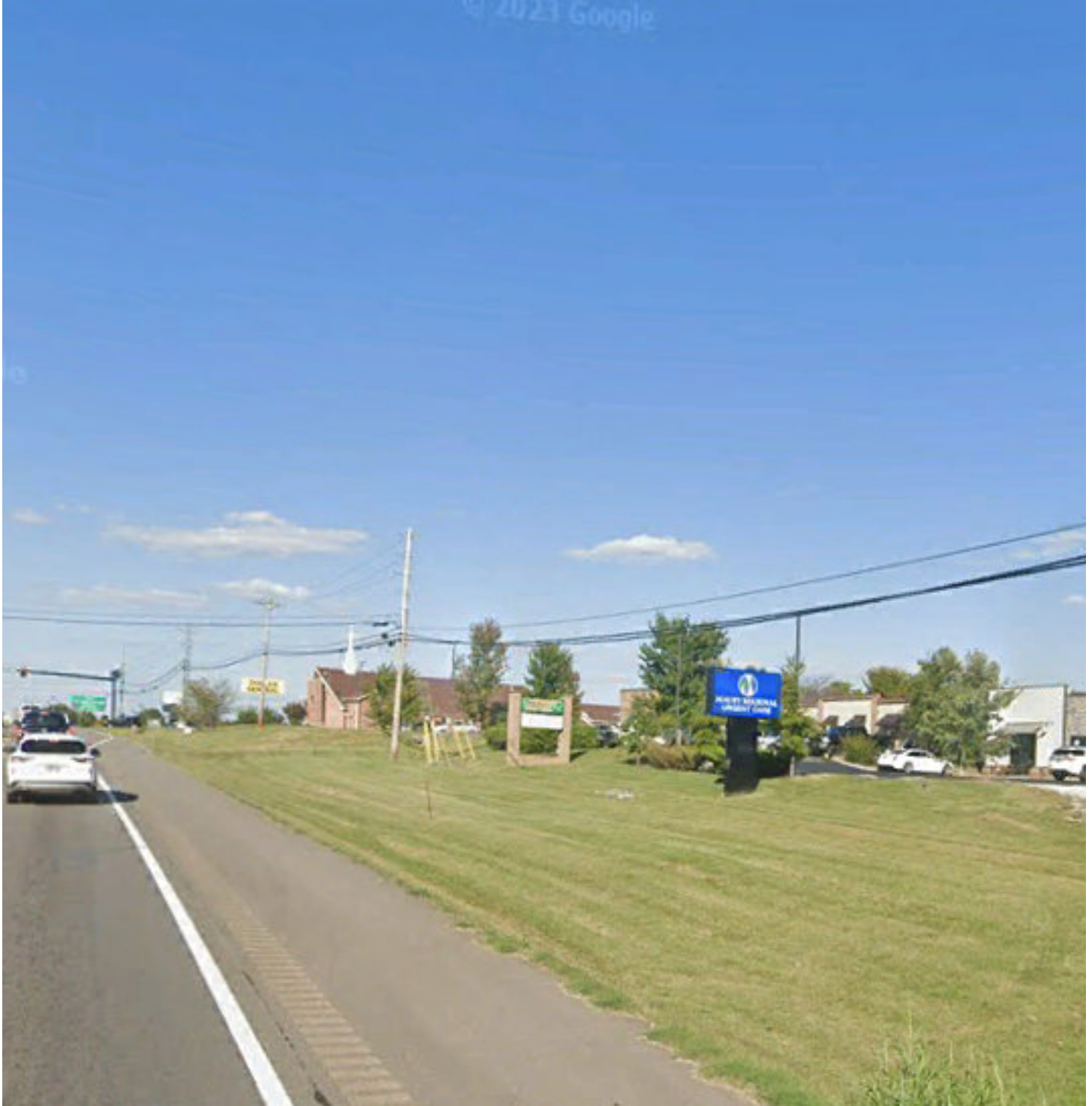


Notes: Location 1 after photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims

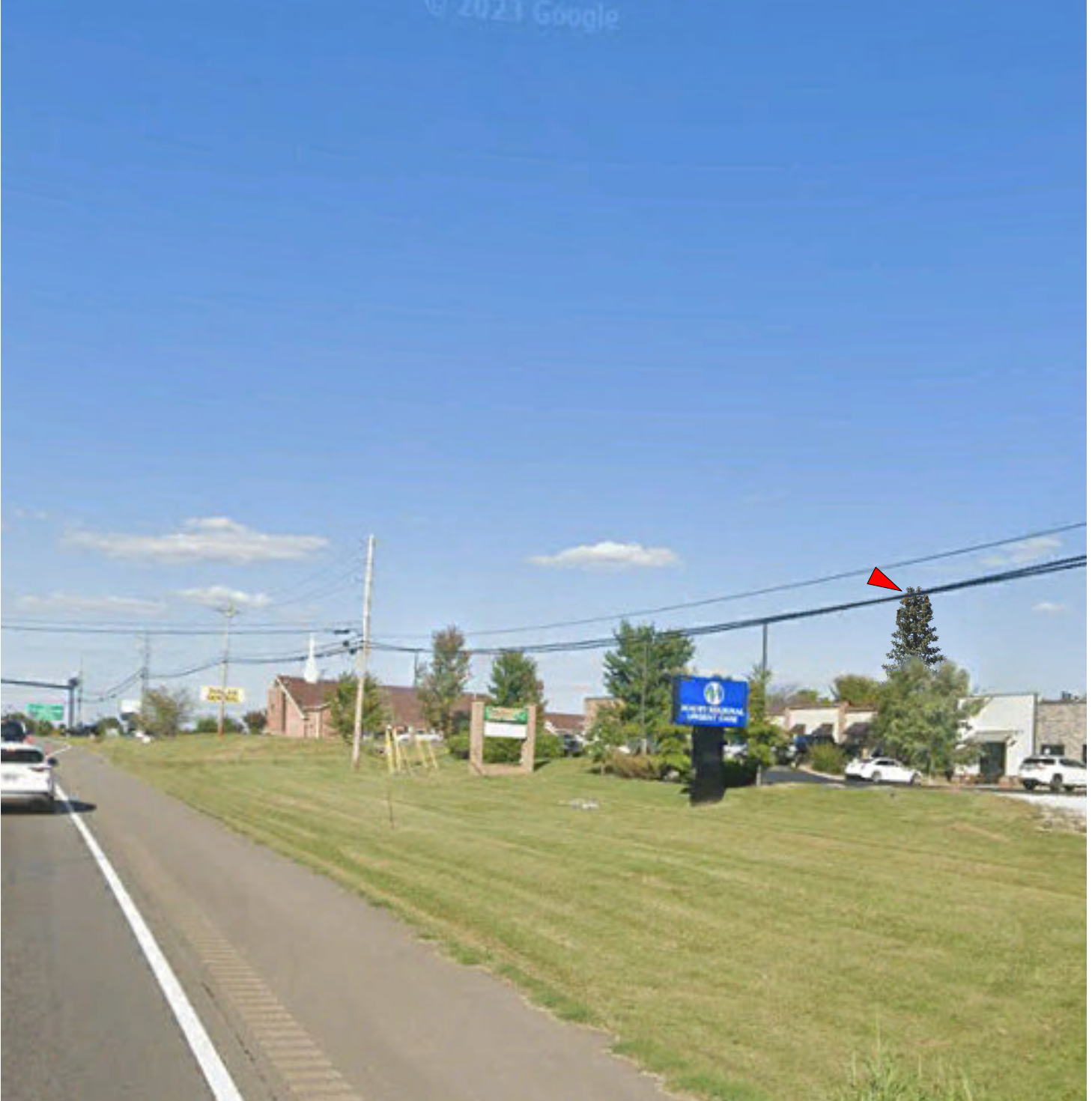


Notes: Location 2 before photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 2 after photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 3 before photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 3 after photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 4 before photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 4 after photosim.



November 14, 2024

Transmitted via email to janet@voguetowers.net

RE: Verizon Colocation on Vogue Macro Monopole Site Located at: Grove Park Way, Columbia, TN 38401

To Whom It May Concern,

This is in response to your inquiry to Verizon concerning interference to your existing telecommunications devices and services related to Verizon's proposed facilities at Grove Park Way, Columbia, TN 38401. Verizon provides Commercial Mobile Radio Services (CMRS) under licenses granted by the Federal Communication Commission (FCC). Pursuant to these licenses, Verizon is authorized to operate its CMRS network in many geographic areas throughout the nation, including the above noted location.

The FCC exclusively regulates all technical aspects of Verizon operations and network and preempts all state and local regulation of radiofrequency transmissions. The FCC rules protect co-channel and adjacent licensees against harmful interference. The above noted proposed Verizon facility is compliant with all applicable FCC requirements. The points below cover Verizon's practices pertinent to complying with the FCC requirements:

1. Verizon locates its transmitting antenna(s) in order to maximize vertical and horizontal separation from other operator's systems to minimize interference potential.
2. All equipment at the proposed facility is designed and certified to operate within the frequencies licensed to Verizon by the FCC, and to operate in a manner approved by the FCC.
3. The power levels generated by the facility's radios and corresponding effective radiated power (ERP) from the transmitting antenna(s) are within the limitations specified by Part 22 (for cellular), Part 24 (for PCS), Part 27 (for 700 MHz, AWS or C-Band), Part 96 (for CBRS), Part 30 (UMFUS/mmWave) or Part 101 (for microwave) of the Commission's Rules.

Verizon is committed to providing state of the art wireless services that benefit your community. In the unlikely event that interference does occur, Verizon agrees to fully cooperate with the entity experiencing interference to identify and correct, to the extent reasonably possible, any issues caused by the Verizon installation.

Please contact your local Verizon resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Jamison Tyler	SE-Regulatory@verizonwireless.com	NA

Sincerely,

Minny Vidhya Duggirala
Manager-RF System Design
Verizon

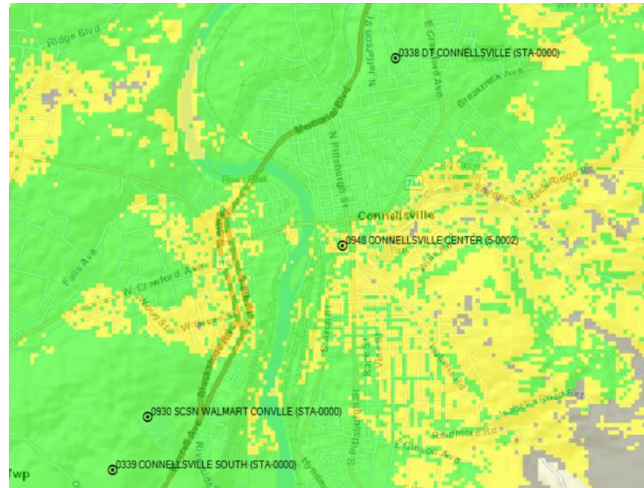
Introduction:

Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility (WCF). Most WCF provide a mixture of both capacity and coverage for the benefit of the end user.

Coverage describes the existence or lack of wireless service in an area. The request for improved service often comes from our customers or emergency services personnel that have no service or poor service. Coverage used to refer to the ability to make or place a call in vehicles, however, as usage patterns have shifted, coverage is now determined based on whether or not sufficient WCF exist to provide a reliable signal inside of buildings and residential areas, as well. Historically, when wireless was still in its infancy, coverage was the primary means to measure the effectiveness of the network in a given area.

Capacity is the metric used to determine if sufficient wireless resources exist and is now the primary means to measure how a community's wireless needs are being addressed. "Five bars" no longer means guaranteed coverage and capacity because each WCF has a limited amount of resources to handle voice calls, data connections and data volume. When these limits are reached and the WCF becomes overloaded (meaning there is more demand than signal to service it), the user experience quickly degrades preventing customers from making/receiving calls or getting applications to run. A WCF short on capacity could also make internet connections time out or delay information to emergency response personnel.

Explanation of Wireless Coverage



Coverage is best shown via coverage maps. RF engineers use tools that take into account terrain, vegetation, building types, and WCF specifics to model the existing coverage and prediction what we expect to see with the addition of a proposed WCF.

Coverage also changes depending on which frequencies are used. Most phones today use 3G at 800 MHz or 4G at 700 MHz spectrum which are considered low frequencies. Low frequencies can travel further distances than then the higher 1900 MHz and 2100 MHz frequencies now being employed due to increased capacity demands. Operating at higher frequencies makes it necessary for carriers to install substantially more wireless facilities to achieve the same coverage as one tower operating on the lower frequencies.

Explanation of Wireless Capacity



Capacity is the amount of resources that a WCF has to service customer demand. Verizon utilizes sophisticated programs and customer feedback to monitor current usage trends and to forecast future needs. Because it takes an average of 2-3 years to complete a WCF, we have to start the process of adding a new WCF several years in advance of when the WCF will be needed.

Location, Location, Location. A good capacity WCF needs to be in the center of a user population which insures that traffic is evenly distributed around the WCF. A typical WCF is configured into three sectors (like a pie cut into three pieces), with each slice (sector) having 33% of the WCF resources. If one sector is under-utilized, it's resources can not necessarily be diverted to another sector. Therefore, optimal performance is only obtained when all three sectors have an even traffic distribution.

Explanation of Wireless Data Growth

Wireless Data Growth

Each year Verizon sees large increases in how much data its customers need. As the resolution of the pictures we send increases, the quality of the video we watch improves and the complexity of the applications grow, we commonly see tremendous growth year-over-year.

- 240 million 911-calls are made annually. In many areas, 80% or more are from wireless devices.¹
- The average North American smartphone user will consume 48 GB of data per month in 2023, up from just 5.2 GB per month in 2016 and 7.1 GB per month in 2017.²
- More than one-half of American homes had wireless only homes.³
- In North America, the average household has 13 connected devices with smartphones outnumbering tablets 6 to 1.⁴

Machine to Machine communications will also increase the data burden on wireless networks, as over the next five (5) years more and more services that improve our safety and make our lives easier will be available over the wireless infrastructure , such as:

- Cars that notify 911 when an airbag deploys.
- “Driverless” cars needing traffic data and maps to reach your destination as quickly as possible.
- Medical monitors that will alert us should a loved one neglect taking their prescription drugs.
- Home alarms that notify you when your child arrives home from school.
- Smart street lights that notify the city when they are not working.
- City garbage cans that let people know when they need to be emptied.
- Tracking watches will aid in finding lost Alzheimer patients.

1. National Emergency Number Association, 9-1-1 Statistics (January 7, 2019)

2. Ericsson Mobility Report, November 2017

3. CDC's 2018 Wireless Substitution: Early Release of Estimates From the National Health Interview Survey, January-July, 2018

4. IHS Market Connected Device Market Monitor: Q1 2016 , June 7, 2016

Radio Emission Safety...

A common question received is “Are the radio emissions safe?”

Verizon goes to great effort to ensure that all of its projects meet the standards established by the FCC to ensure safety of the public and its employees. The links below are to three reputable organizations that have performed extensive reviews of the science available on this subject and have good educational articles on the results of their research.

World Health Organization

<http://www.who.int/peh-emf/about/WhatIsEMF/en/index1.html>

America Cancer Society

[http://www.cancer.org/cancer/cancercauses/othercarcinogens/athome/wireless facilityular-phone-towers](http://www.cancer.org/cancer/cancercauses/othercarcinogens/athome/wirelessfacilityular-phone-towers)

FCC Radio Frequency Safety

<https://www.fcc.gov/general/radio-frequency-safety-0>

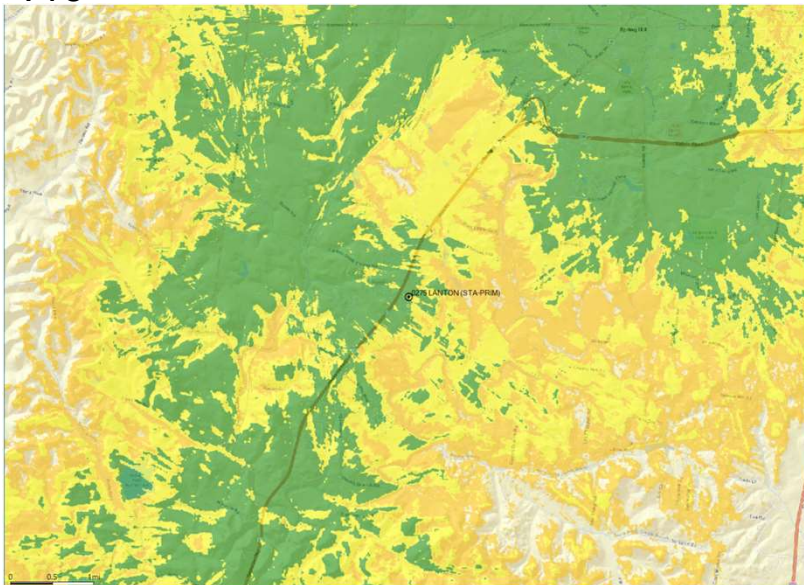
Lanton RF Plots



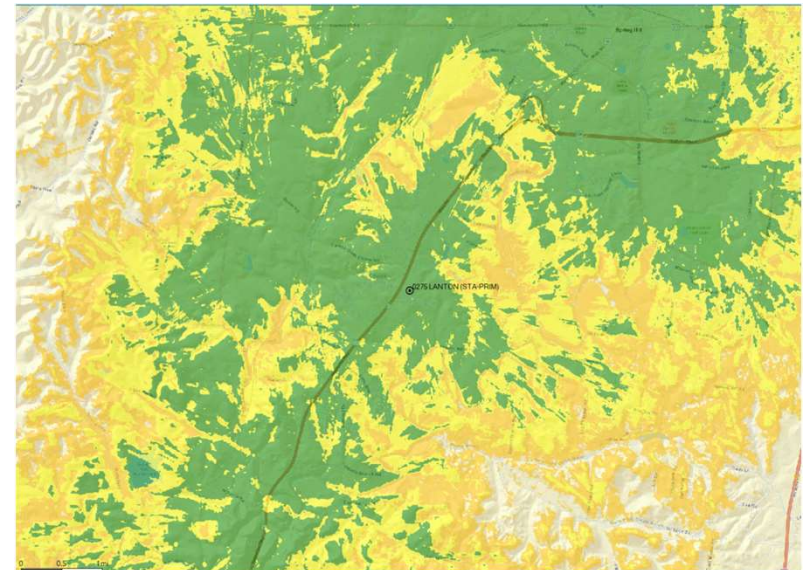
Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Plots - Pre and Post 700MHz RSRP Coverage

Pre



Post



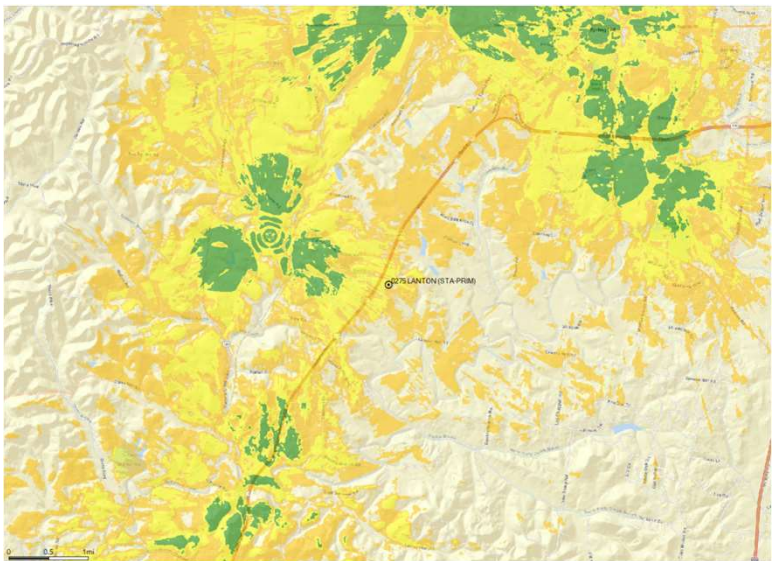
Coverage Level	Color
In-Building	Green
In-Vehicle	Yellow
On-Street	Orange



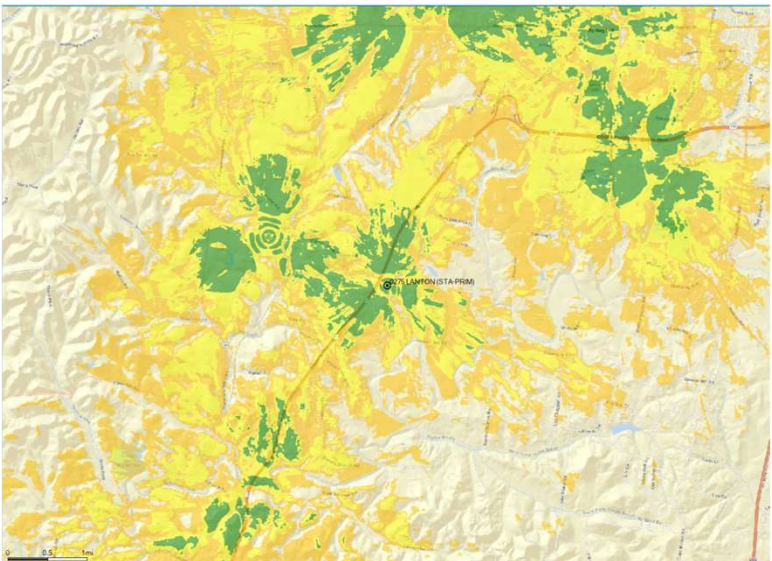
Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Plots - Pre and Post 2100 MHz RSRP Coverage

Pre



Post



Coverage Level	Color
In-Building	Green
In-Vehicle	Yellow
On-Street	Orange



Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

June 05, 2025

Attn: **Vogue Towers II, LLC**
430 Chestnut St., Suite 101B
Chattanooga, TN 37402

Re: **Fall Zone Letter for Proposed 105' Monopole (Excluding 5' Lightning Rod)**

Site Name: Lanton
Address: Grove Park Way, Columbia, TN 38401
Building Code: IBC 2018
Design Standard: ANSI/TIA-222-H

Dear Vogue Towers II,

Strut Engineering & Investment, Inc (Strut E&I, Inc) has reviewed the proposed Vogue Tower communications tower installation at the above-mentioned site. The project will contain a monopole-type antenna support tower with a height of 105' above ground level (AGL). The monopole structure is made up of hot dipped galvanized high strength steel tubing that is typically 48-60" diameter at its base and tapering to 18" diameter at the top.

The antenna cables will be routed from the ground-based equipment up the inside of the pole to the proposed antenna rad center. The tower manufacturer shall supply structural design drawings prepared by a licensed Structural Engineer in the State of Tennessee at the time of Building Permit submission for review by the County before construction can commence.

The tower will be designed in accordance with the Tennessee State Building Code and International Building Code (IBC). Both of these codes have adopted the Telecommunications Industry Association/Electronics Industry Association Standards (ANSI/TIA-222-H). These standards dictate the design of all communications towers and take into consideration the following parameters:

1. Structure Risk Category/Class
Category/Class is chosen based upon the function of risk to human life, potential damage to property in the event of failure and the type of services that the tower will provide (i.e. essential communications vs. services that are optional)
2. Environmental Loading
Includes wind, ice, and seismic loads based upon local county-based data
3. Site Exposure Category
Category is chosen based upon "surface roughness" of local surrounding vegetation, structures and natural topography. This also impacts wind loading calculations
4. Topographic Category
Category is chosen based upon wind "speed-up" effects from surrounding topography, such as towers being located within gently rolling terrain or at the top of a hill or ridge

The design of the tower shall be such that in the unlikely event of structural failure, the monopole will collapse onto itself and not onto a street or a building. In other words, structural failure would be typical of that of a straw bending onto itself, rather than a bowling pin being knocked over. **Vogue Towers shall stipulate to the tower manufacturer/designer that the area of probable failure be located at the 60% TOTAL height (66'-0" AGL) of the monopole plus lightning rod so that only the top 40% of the monopole plus the lightning rod (top 44'-0") would collapse onto itself. This is done by over-designing the tower sections below the failure point as necessary.**

In regard to the possibility of any future corrosion of the structure, the monopole shall be constructed with hot dipped galvanized steel, similar to that of highway signs and traffic signal poles. The ANSI/TIA-222-H standards have been based in part on the American Association of State Highway and Transportation Officials (AASHTO) standards which govern the construction and design standards for those structures (which have an extremely rare rate of corrosion related failures). Furthermore, the tower owner will be required to inspect the structure at intervals stipulated by ANSI/TIA-222-H standards or as may be stipulated by the underlying municipal authority, whichever is more stringent.

A geotechnical evaluation will be conducted that will explore the subsurface conditions in the vicinity of the proposed tower and develop geotechnical engineering recommendations to facilitate the design of the tower foundation. A report will be generated that shall be utilized by the tower manufacturer/designer to prepare foundation design drawings to be submitted at the time of Building Permit submission for review by the County before construction can commence. The geotechnical report and design drawings shall all be prepared by licensed Geotechnical Engineers in the State of Tennessee.

In summary, monopole-type antenna support structures are designed for extreme wind conditions with factors of safety that result in a design that is extremely conservative. The occurrence of monopole failure is exceptionally rare and historically these structures have survived after experiencing wind speeds considerably higher than their design speeds.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

STRUT Engineering & Investment, Inc.



Emad Badiee, P.E.

Senior Structural Engineer

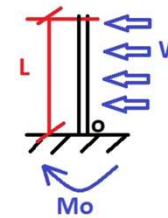
ebadiee@struteni.com

(404) 480-5555



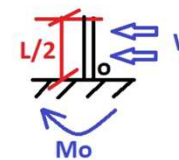
Designed Tower Fall Zones

- Towers designed per TIA-222 standards (currently Revision “H”)
- The load calculated at the base of the tower does not change
- Reduction of 50% of tower height results in applied force reduction of 75%, the remaining pole now only carries 25% of the original applied load
 - Layman’s terms, the remaining portion of the tower has a constant capacity, while the applied force is significantly decreased to 1/4th of the original applicable force. In another word, the base following a failure event is approx. 4x stronger because of the reduced applied force exerted on the tower
- Reduction of 40% of tower height from the top (bottom 60% remaining) results in applied force reduction of approx. 64%, meaning the remaining tower base and its foundation are almost 3 times stronger (100%/36%) than the maximum fore that can be applied to them when the top 40% of the tower collapses



$$M_o = (WL^2)/2$$

L =full height of the monopole



$$\begin{aligned} M_o &= (W(L/2)^2)/2 \\ &= (W(L^2/4))/2 \\ &= (WL^2)/8 \end{aligned}$$

$L/2$ =break point= half height of the monopole

Fall zone @ 60% of tower height: ✦

$$\begin{aligned} M_o &= (W (0.6L)^2)/2 \\ &= 0.36 WL^2/2 \end{aligned}$$

- Monopoles and Lattice Towers have a long history of providing safe and reliable antenna support for the telecommunications industry. In instances in which they do fail; the surrounding landscape has often been forever changed by extraordinary weather events well in excess of the required design loading.
- Both Monopoles and Lattice towers can be designed with theoretical failure points to ensure that the structure falls within a specified boundary even under extreme circumstances.
- Monopoles typically collapse like a bent straw during hurricanes or severe weather.
- All around us: In addition to supporting antennas, these same structures support lighting, power transmission lines, signage, and numerous other applications.

Designed Tower Failure





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2025-ASO-245-OE

To be amended per tower
shift within the compound.

Issued Date: 02/11/2025

Michael Sandifer
Vogue Towers II, LLC
100 North Point Center East, Suite
Alpharetta, GA 30022

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole TN-5001 Lanton
Location:	Columbia, TN
Latitude:	35-42-20.26N NAD 83
Longitude:	86-58-27.82W
Heights:	742 feet site elevation (SE) 130 feet above ground level (AGL) 872 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M Change 1.

This determination expires on 08/10/2026 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (817) 222-5915, or Rodney.H-CTR.Love@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2025-ASO-245-OE.

Signature Control No: 643365461-647029366

(DNE)

Rodney Love
Technician

Attachment(s)
Additional Information
Frequency Data

Map(s)

cc: FCC

Additional information for ASN 2025-ASO-245-OE

The FAA recognizes emissions in 3.7-3.98 GHz at this location will result in Electromagnetic Interference (EMI) as described in Airworthiness Directives (AD) 2021-23-12 and 2021-23-13. NAS services including airport and helicopter operations within a radius of 42 NM will be impacted by 5G RF emissions. Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process.

Frequency Data for ASN 2025-ASO-245-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	42	dBW
6	7	GHz	55	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1756	1780	MHz	3280	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3450	3550	MHz	3280	W
3550	3700	MHz	50	W
3700	3980	MHz	3280	W
27500	28350	MHz	31623	W
29100	29250	MHz	31623	W
31000	31300	MHz	31623	W

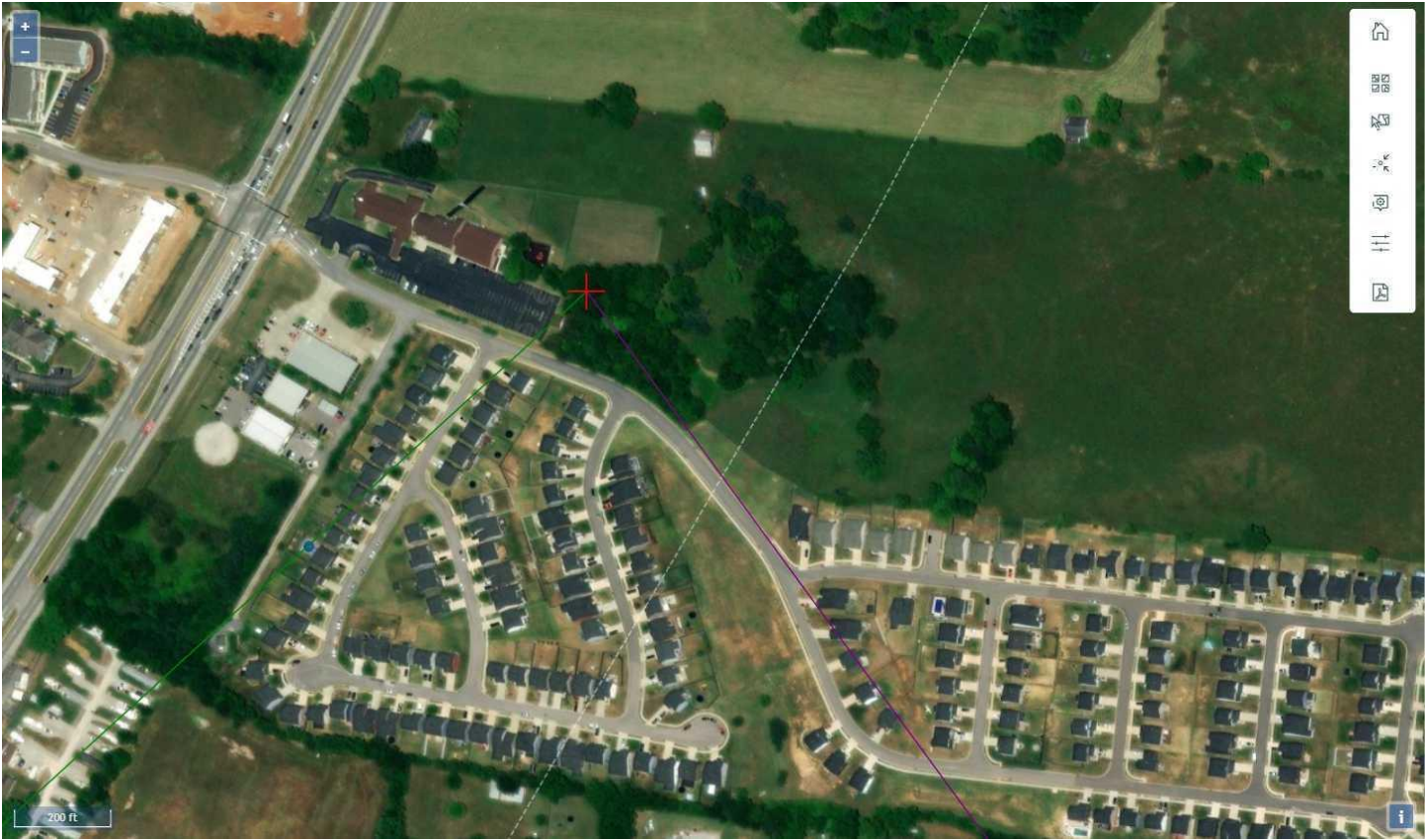
38600

40000

MHz

31623

W





**ASAC SITE SPECIFIC EVALUATION
FOR**

**Site Name: Lanton
Site Number: TN-5001
Site Location: Spring Hill, TN**

**Requestors Name: Michael Sandifer
Company Name: Vogue Towers II, LLC
Street Address: 430 Chestnut Street, Ste 101-B
City and Zip: Chattanooga, TN. 37402**

This is an evaluation based on application of surfaces identified in Federal Aviation Regulation (FAR) Part 77 and Federal Communication Commission (FCC) Rules Part 17.

EXECUTIVE SUMMARY

- ✚ The max height that can be built at this site without notice to the FAA is 200 feet AGL or 942 feet AMSL.**
- ✚ The max No Extended Study height at this site is 499 AGL, or 1241 AMSL.**
- ✚ The max no hazard height at this site is 499 AGL, or 1241 AMSL.**
- ✚ The max no marking and lighting height at this site is 200 AGL, or 942 AMSL.**

SITE DATA

Structure Type: Antenna Tower

Coordinates of site:	Lat:	35°42'20.26"
	Long:	86°58'27.82"
	Datum:	NAD 83

Site ground elevation:	742
Total height above the ground of the entire structure (AGL):	130
Total height above mean sea level (AMSL):	872

AIRPORT/HELIPORT INFORMATION

Nearest public use or Government Use (DOD) facility: Maury County Regional.

This structure will be located 13.5 NM or 82051 FT from the airport on a bearing of 227 degrees true to the airport.

Nearest private use landing facility is: Hunter.

This structure will be located 0.9 NM from the airport on a bearing of 120 degrees true to the airport.

STUDY FINDINGS

FAA FAR Part 77 paragraph 9 (FAR 77.9): (Construction or Alteration requiring notice.) (These are the imaginary surfaces that the FAA has implemented to provide general criteria for notification purposes.)

This structure does not require notification to the FAA.

FAA FAR Part 77 paragraph 17(FAR 77.17): (Standards for Determining Obstructions.)(These are the imaginary surfaces that the FAA has implemented to protect aircraft safety. If any of these surfaces are penetrated, the structure may pose a Hazard to Air Navigation.)

This structure does not exceed these surfaces.

**FCC Notice Requirements:
(FCC Rules, Part 17)**

This structure does not require notification to the FAA or FCC based on these rules.

**FAA EMI:
(The FAA protects certain air navigational aids, radio transmitters, and RADAR facilities from possible interference. The distance and direction are dependent on the type of facility being evaluated. Some of these transmission and receiver facilities are listed in the National Flight Data Center (NFDC) database.)**

This site would not affect any FAA air navigational aids or transmitters.

Military Airspace:

(This would include low level visual and instrument routes along with operations areas and special use airspace.)

This structure will not affect this airspace.

AM Facilities:

(The FCC protects AM radio stations from possible interference for a distance of 3.0 km for directional facilities, and 1.0 km for non-directional facilities. New changes to the FCC critical distances are calculated based on the AM transmission Movement Method Proof evaluation.)

This site was evaluated against the FCC's AM antenna database using the Movement Method proof calculations and no further action is required.

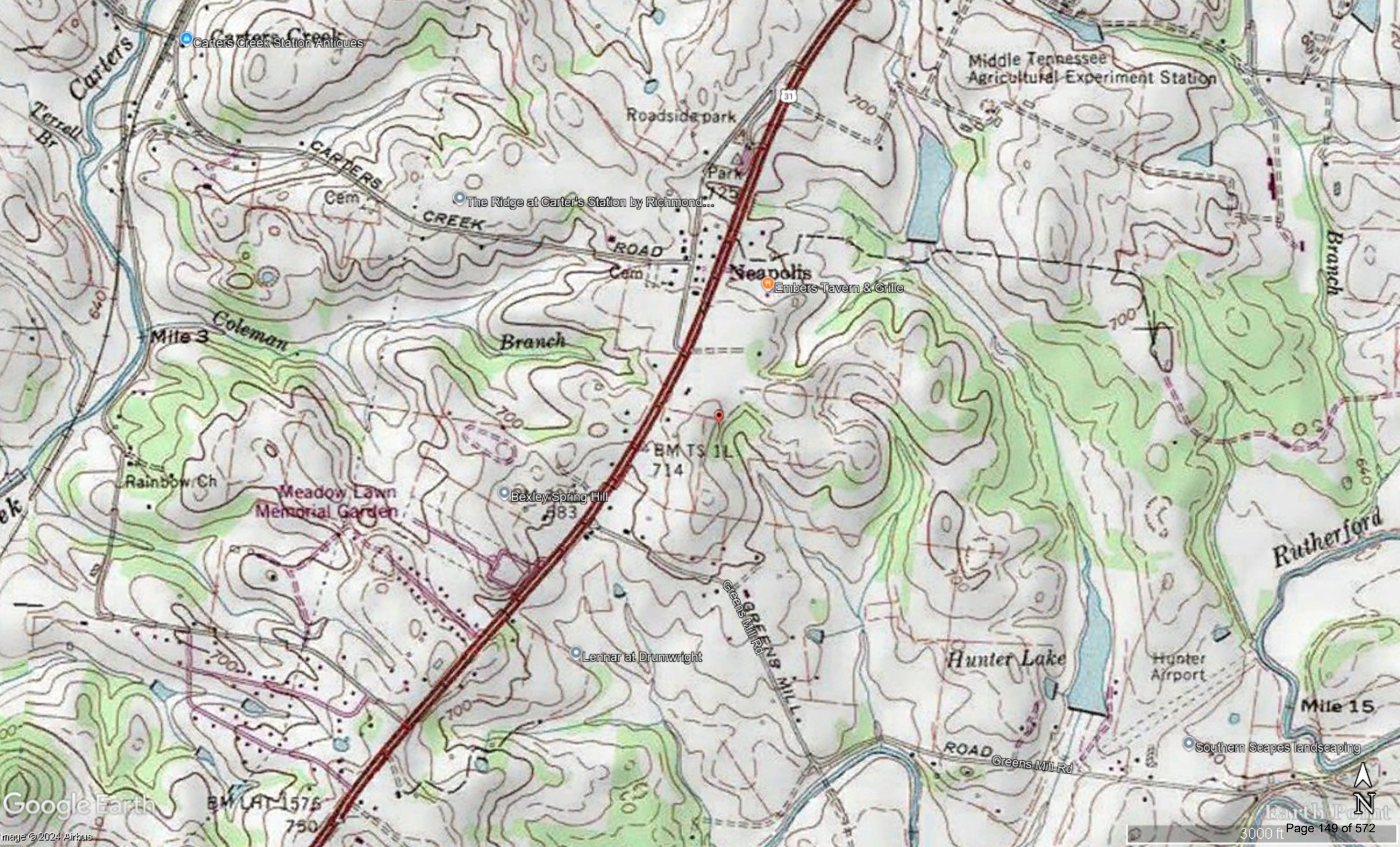
MARKING AND LIGHTING

FAA Advisory Circular 70/7460-1:

Marking and lighting is not required for this structure.

RECOMMENDATIONS

This site was evaluated in accordance with the requirements specified by the FAA under Federal Aviation Rules part 77, and found not to be a hazard to air navigation.





Structural Design Report

125' Monopine
Site: Lanton, TN
Site Number: TN-5001

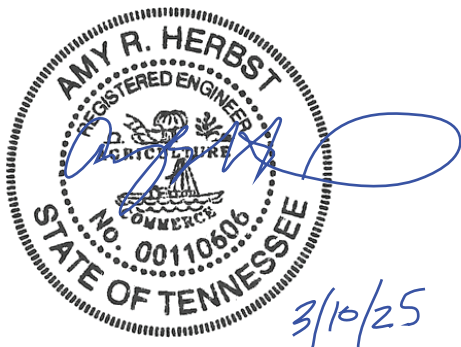
For example of tower engineering only, site specific tower design for new (reduced) tower will be provided once geotechnical information is available complete foundation design.

Prepared for: VOGUE TOWERS
by: Sabre Industries™

Job Number: 25-4001-JDS

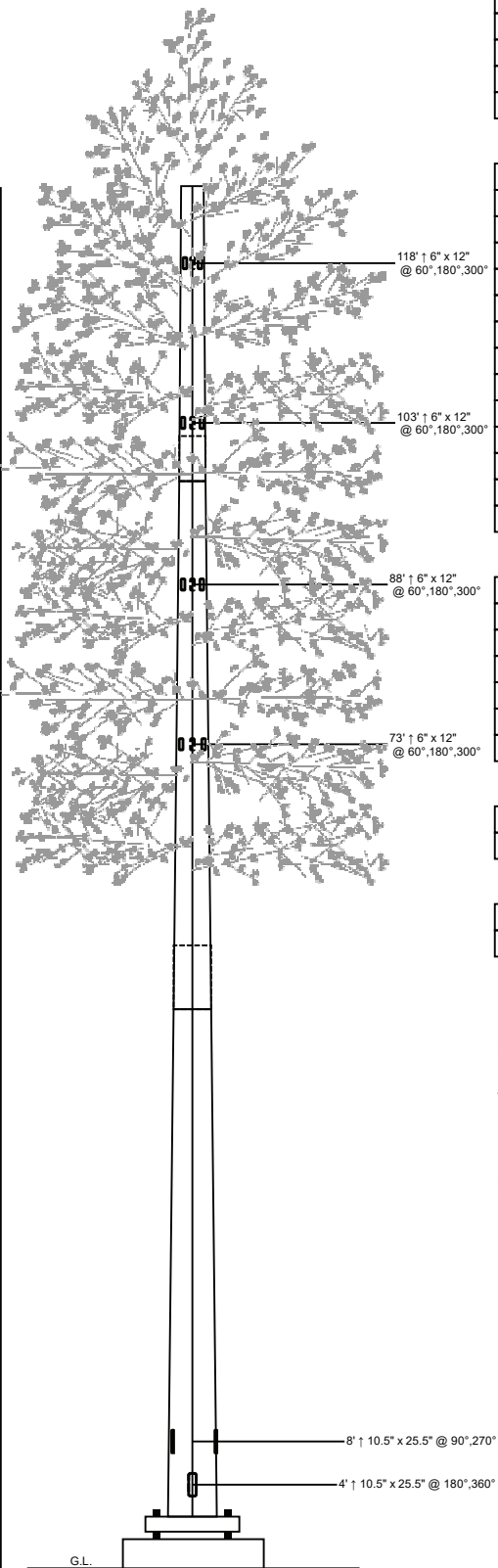
March 10, 2025

Monopole Profile.....	1
Foundation Design Summary (Preliminary) (Option 1).....	2
Foundation Design Summary (Preliminary) (Option 2).....	3
Pole Calculations.....	4-24
Foundation Calculations.....	25-34



Digitally Signed By Amy R. Herbst
DN:
C=US,SERIALNUMBER=MAS20
250205984400,ST=Texas,L=Alva
rado,2.5.4.97=NTRUS\+DE-
4349737,O=SABRE
INDUSTRIES\, INC.,CN=Amy R.
Herbst Date: 2025.03.10 13:05:22

Length (ft)	53'-3"	53'-6"	27'-6"
Number Of Sides	18		
Thickness (in)	1/2"	3/8"	1/4"
Lap Splice (ft)		6" - 0"	4" - 3"
Top Diameter (in)	40.29"	29.26"	24"
Bottom Diameter (in)	53.49"	42.53"	30.82"
Taper (in/ft)		0.2479	
Grade		A572-65	
Weight (lbs)	15963	8342	2318
Overall Steel Height (ft)	124		



Designed Appurtenance Loading

Elev	Description	Tx-Line
120	(1) 40,000 Sq. In. EPA 6000# (no ice)	(12) 1 5/8"
105	(1) 30,000 sq. in. EPA 6,000# (no ice)	(12) 1 5/8"
90	(1) 30,000 sq. in. EPA 6,000# (no ice)	(12) 1 5/8"
75	(1) 30,000 sq. in. EPA 6,000# (no ice)	(12) 1 5/8"

Design Criteria - ANSI/TIA-222-H

Wind Speed (No Ice)	105 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Risk Category	II
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	742 ft
Seismic Importance Factor, I _e	1.00
0.2-sec Spectral Response, S _s	0.294 g
1-sec Spectral Response, S ₁	0.143 g
Site Class	D (DEFAULT)
Seismic Design Category	D
Basic Seismic Force-Resisting System	Telecommunication Tower (Pole: Steel)

Limit State Load Combination Reactions

Load Combination	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
1.2 D + 1.0 W _o	70.22	64.1	6121.83	7.96	6.33
0.9 D + 1.0 W _o	52.73	64.14	6066.92	7.87	6.26
1.2 D + 1.0 D _i + 1.0 W _i	129.29	8.55	852.34	1.14	0.9
1.2 D + 1.0 E _v + 1.0 E _h	73.5	3.27	336.34	0.46	0.37
0.9 D - 1.0 E _v + 1.0 E _h	48.86	3.24	327.62	0.45	0.36
1.0 D + 1.0 W _o (Service @ 60 mph)	58.35	18.77	1786.21	2.34	1.85

Base Plate Dimensions

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	66.25"	2.5"	60.5"	22	2.25"

Anchor Bolt Dimensions

Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	2664.2	A615-75	Galv

Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) Full Height Step Bolts
- 5) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2012 International Building Code.
- 6) Tower Rating: 95.4%
- 7) This structure has been designed to support pine tree branches starting at the 62' elevation to an overall height of 130'.



Sabre Industries
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6690
Fax: (712) 279-0814

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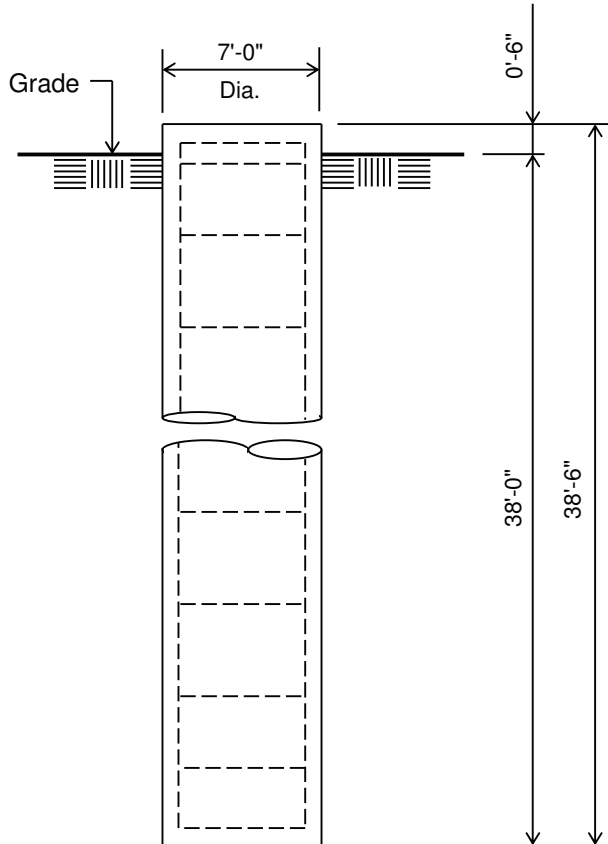
Job:	25-4001-JDS
Customer:	VOGUE TOWERS
Site Name:	Lanton, TN TN-5001
Description:	125' Monopine
Date:	3/10/2025
By:	ARH

Customer: VOGUE TOWERS

Site: Lanton, TN TN-5001

125' Monopine

PRELIMINARY -NOT FOR CONSTRUCTION-



ELEVATION VIEW

(54.88 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) This foundation is designed for a max capacity ratio of 99.5%.
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule for Pier

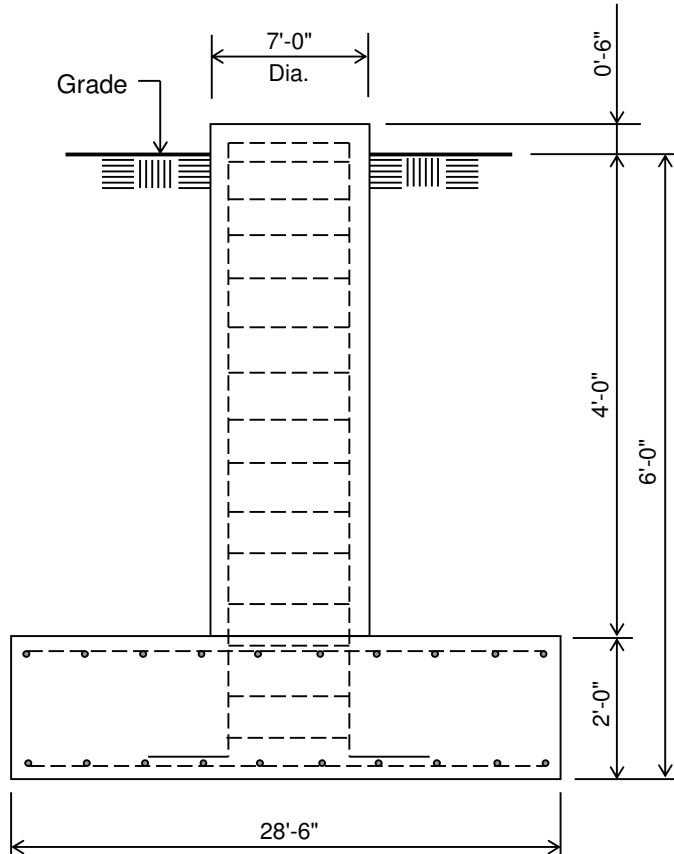
Pier	(38) #10 vertical rebar w/ #5 ties, (2) within top 5" of pier, then 8" C/C
------	--

Customer: VOGUE TOWERS

Site: Lanton, TN TN-5001

125' Monopine

PRELIMINARY -NOT FOR CONSTRUCTION-



ELEVATION VIEW

(66.58 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) 4 ft of soil cover is required over the entire area of the foundation slab.
- 7) This foundation is designed for a max capacity ratio of 99.5%.
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule for Pad and Pier

Pier	(42) #9 vertical rebar w/ hooks at bottom w/ #5 ties, (2) within top 5" of pier, then 4" C/C
Pad	(41) #10 horizontal rebar evenly spaced each way top and bottom (164 total)

=====

(USA 222-H) - Monopole Spatial Analysis (c)2017 Guymast Inc.

Tel:(416)736-7453 Fax:(416)736-4372 Web:www.guymast.com

Processed under license at:

Sabre Towers and Poles on: 10 mar 2025 at: 12:50:48

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125' Monopine / Lanton, TN

* All pole diameters shown on the following pages are across corners.
See profile drawing for widths across flats.

POLE GEOMETRY

=====

ELEV	SECTION	No.	OUTSIDE	THICK	RESISTANCES	SPLICE	...OVERLAP...	w/t
ft	NAME	SIDE	DIAM	-NESS	◆*Pn ◆*Mn	TYPE	LENGTH RATIO	
			in	in	kip ft-kip		ft	
124.0	.....		24.37	0.250	1400.1 682.2			
	A	18	30.22	0.250	1647.1 999.0			15.7
100.7	.....		30.22	0.250	1647.1 999.0			
	A/B	18	30.79	0.375	2648.5 1624.2	SLIP	4.25 1.68	
96.5	.....		30.79	0.375	2648.5 1624.2			
	B	18	41.66	0.375	3475.8 2902.5			13.3
53.2	.....		41.66	0.375	3475.8 2902.5			
	B/C	18	42.43	0.500	4868.0 4117.1	SLIP	6.00 1.72	
47.2	.....		42.43	0.500	4868.0 4117.1			
	C	18	54.31	0.500	6065.9 6601.4			13.9
0.0	.....							

POLE ASSEMBLY

=====

SECTION	BASE	.....	BOLTS	AT BASE	OF SECTION.....	CALC
NAME	ELEV	NUMBER	TYPE	DIAM	STRENGTH	BASE
	ft			in	ksi	ELEV
						ft
A	96.500	0	A325	0.00	92.0	96.500
B	47.250	0	A325	0.00	92.0	47.250
C	0.000	0	A325	0.00	92.0	0.000

POLE SECTIONS

=====

SECTION NAME	No.of SIDES	LENGTH ft	OUTSIDE.DIAMETER		BEND RAD in	MAT- ERIAL ID	FLANGE.ID		FLANGE.WELD ..GROUP.ID..	
			BOT *	TOP *			BOT	TOP	BOT	TOP
			in	in						
A	18	27.50	31.29	24.37	0.625	1	0	0	0	0
B	18	53.50	43.18	29.72	0.625	2	0	0	0	0
C	18	53.25	54.31	40.91	0.625	3	0	0	0	0

* - Diameter of circumscribed circle

MATERIAL TYPES

=====

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	ORIENT		HEIGHT in	WIDTH in	.THICKNESS.		IRREGULARITY .PROJECTION. % OF ORIENT AREA	
			&	deg			WEB	FLANGE		deg
							in	in		
PL	1	1	0.0		31.29	0.25	0.250	0.250	0.00	0.0
PL	2	1	0.0		43.18	0.38	0.375	0.375	0.00	0.0
PL	3	1	0.0		54.31	0.50	0.500	0.500	0.00	0.0

& - With respect to vertical

MATERIAL PROPERTIES

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MATERIAL TYPE NO.	ELASTIC MODULUS ksi	UNIT WEIGHT pcf	.. STRENGTH ..		THERMAL COEFFICIENT /deg
			Fu ksi	Fy ksi	
1	29000.0	490.0	80.0	65.0	0.00001170
2	29000.0	490.0	80.0	65.0	0.00001170
3	29000.0	490.0	80.0	65.0	0.00001170

* Only 5 condition(s) shown in full

=====

LOADING CONDITION A =====

105 mph wind with no ice. Wind Azimuth: 00 (1.2 D + 1.0 Wo)

LOADS ON POLE

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LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD..AT AZI	LOAD AZI	FORCES.....		MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	126.500	0.00	0.0	0.0	0.9561	0.3000	0.0000	0.0000
C	122.000	0.00	0.0	0.0	0.0111	0.0067	0.0000	0.0000

C	121.500	0.00	0.0	0.0	0.9481	0.3000	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.0000	1.7821	0.0000	0.0000
C	119.000	0.00	0.0	0.0	10.4975	7.2000	0.0000	0.0000
C	116.500	0.00	0.0	0.0	1.8797	0.6000	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0273	0.0168	0.0000	0.0000
C	111.500	0.00	0.0	0.0	1.8626	0.6000	0.0000	0.0000
C	106.500	0.00	0.0	0.0	1.8448	0.6000	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0268	0.0168	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.0000	1.5575	0.0000	0.0000
C	104.000	0.00	0.0	0.0	7.6365	7.2000	0.0000	0.0000
C	101.500	0.00	0.0	0.0	1.8264	0.6000	0.0000	0.0000
C	96.500	0.00	0.0	0.0	1.8073	0.6000	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0262	0.0168	0.0000	0.0000
C	91.500	0.00	0.0	0.0	1.7874	0.6000	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.0000	1.3329	0.0000	0.0000
C	89.000	0.00	0.0	0.0	7.3927	7.2000	0.0000	0.0000
C	86.500	0.00	0.0	0.0	1.7666	0.6000	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0256	0.0168	0.0000	0.0000
C	81.500	0.00	0.0	0.0	1.7448	0.6000	0.0000	0.0000
C	76.500	0.00	0.0	0.0	1.7220	0.6000	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0250	0.0168	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0000	1.1082	0.0000	0.0000
C	74.000	0.00	0.0	0.0	7.1143	7.2000	0.0000	0.0000
C	71.500	0.00	0.0	0.0	1.8868	0.6000	0.0000	0.0000
C	66.500	0.00	0.0	0.0	1.8587	0.6000	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0242	0.0168	0.0000	0.0000
C	63.500	0.00	0.0	0.0	1.1046	0.3600	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0234	0.0168	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0224	0.0168	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0213	0.0168	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0198	0.0168	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0178	0.0168	0.0000	0.0000
D	124.000	0.00	180.0	0.0	0.0495	0.0784	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0573	0.0942	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0586	0.2406	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0586	0.2406	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0599	0.1495	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0699	0.1937	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0703	0.4641	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0703	0.4641	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0709	0.2726	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0665	0.3195	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0667	0.3289	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0686	0.3383	0.0000	0.0000

LOADING CONDITION M

105 mph wind with no ice. Wind Azimuth: 0° (0.9 D + 1.0 Wo)

LOADS ON POLE

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LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	LOAD AZI	FORCES..... HORIZ kip	DOWN kip	MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
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C	126.500	0.00	0.0	0.0	0.9561	0.2250	0.0000	0.0000
C	122.000	0.00	0.0	0.0	0.0111	0.0050	0.0000	0.0000
C	121.500	0.00	0.0	0.0	0.9481	0.2250	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.0000	1.3366	0.0000	0.0000
C	119.000	0.00	0.0	0.0	10.4975	5.4000	0.0000	0.0000
C	116.500	0.00	0.0	0.0	1.8797	0.4500	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0273	0.0126	0.0000	0.0000
C	111.500	0.00	0.0	0.0	1.8626	0.4500	0.0000	0.0000
C	106.500	0.00	0.0	0.0	1.8448	0.4500	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0268	0.0126	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.0000	1.1681	0.0000	0.0000
C	104.000	0.00	0.0	0.0	7.6365	5.4000	0.0000	0.0000
C	101.500	0.00	0.0	0.0	1.8264	0.4500	0.0000	0.0000
C	96.500	0.00	0.0	0.0	1.8073	0.4500	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0262	0.0126	0.0000	0.0000
C	91.500	0.00	0.0	0.0	1.7874	0.4500	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.0000	0.9996	0.0000	0.0000
C	89.000	0.00	0.0	0.0	7.3927	5.4000	0.0000	0.0000
C	86.500	0.00	0.0	0.0	1.7666	0.4500	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0256	0.0126	0.0000	0.0000
C	81.500	0.00	0.0	0.0	1.7448	0.4500	0.0000	0.0000
C	76.500	0.00	0.0	0.0	1.7220	0.4500	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0250	0.0126	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0000	0.8312	0.0000	0.0000
C	74.000	0.00	0.0	0.0	7.1143	5.4000	0.0000	0.0000
C	71.500	0.00	0.0	0.0	1.8868	0.4500	0.0000	0.0000
C	66.500	0.00	0.0	0.0	1.8587	0.4500	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0242	0.0126	0.0000	0.0000
C	63.500	0.00	0.0	0.0	1.1046	0.2700	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0234	0.0126	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0224	0.0126	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0213	0.0126	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0198	0.0126	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0178	0.0126	0.0000	0.0000
D	124.000	0.00	180.0	0.0	0.0495	0.0588	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0573	0.0707	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0586	0.1804	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0586	0.1804	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0599	0.1121	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0699	0.1453	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0703	0.3481	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0703	0.3481	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0709	0.2044	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0665	0.2396	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0667	0.2467	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0686	0.2537	0.0000	0.0000

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LOADING CONDITION Y =====

30 mph wind with 1.5 ice. Wind Azimuth: 00 (1.2 D + 1.0 Di + 1.0 Wi)

LOADS ON POLE

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LOAD	ELEV	APPLY..	LOAD..AT	LOAD	FORCES.....	MOMENTS.....
TYPE		RADIUS	AZI	AZI	HORIZ DOWN	VERTICAL TORSNAL

	ft	ft		kip	kip	ft-kip	ft-kip
C	126.500	0.00	0.0	0.0	0.0995	0.9868	0.0000
C	122.000	0.00	0.0	0.0	0.0070	0.0187	0.0000
C	121.500	0.00	0.0	0.0	0.0986	0.9841	0.0000
C	119.000	0.00	0.0	0.0	0.0000	1.7821	0.0000
C	119.000	0.00	0.0	0.0	1.4415	17.4402	0.0000
C	116.500	0.00	0.0	0.0	0.2162	1.2812	0.0000
C	115.000	0.00	0.0	0.0	0.0172	0.0288	0.0000
C	111.500	0.00	0.0	0.0	0.2139	1.2783	0.0000
C	106.500	0.00	0.0	0.0	0.2116	1.2752	0.0000
C	105.000	0.00	0.0	0.0	0.0167	0.0288	0.0000
C	104.000	0.00	0.0	0.0	0.0000	1.5575	0.0000
C	104.000	0.00	0.0	0.0	1.0439	17.3044	0.0000
C	101.500	0.00	0.0	0.0	0.2092	1.2720	0.0000
C	96.500	0.00	0.0	0.0	0.2067	1.2687	0.0000
C	95.000	0.00	0.0	0.0	0.0162	0.0288	0.0000
C	91.500	0.00	0.0	0.0	0.2041	1.2651	0.0000
C	89.000	0.00	0.0	0.0	0.0000	1.3329	0.0000
C	89.000	0.00	0.0	0.0	1.0044	17.1498	0.0000
C	86.500	0.00	0.0	0.0	0.2014	1.2615	0.0000
C	85.000	0.00	0.0	0.0	0.0157	0.0288	0.0000
C	81.500	0.00	0.0	0.0	0.1986	1.2576	0.0000
C	76.500	0.00	0.0	0.0	0.1957	1.2535	0.0000
C	75.000	0.00	0.0	0.0	0.0151	0.0288	0.0000
C	74.000	0.00	0.0	0.0	0.0000	1.1082	0.0000
C	74.000	0.00	0.0	0.0	0.9596	16.9701	0.0000
C	71.500	0.00	0.0	0.0	0.2080	1.2491	0.0000
C	66.500	0.00	0.0	0.0	0.2045	1.2445	0.0000
C	65.000	0.00	0.0	0.0	0.0145	0.0288	0.0000
C	63.500	0.00	0.0	0.0	0.2023	1.2416	0.0000
C	55.000	0.00	0.0	0.0	0.0138	0.0288	0.0000
C	45.000	0.00	0.0	0.0	0.0130	0.0288	0.0000
C	35.000	0.00	0.0	0.0	0.0121	0.0288	0.0000
C	25.000	0.00	0.0	0.0	0.0109	0.0288	0.0000
C	15.000	0.00	0.0	0.0	0.0094	0.0288	0.0000
D	124.000	0.00	180.0	0.0	0.0080	0.1338	0.0000
D	100.750	0.00	180.0	0.0	0.0091	0.1590	0.0000
D	100.750	0.00	180.0	0.0	0.0093	0.3069	0.0000
D	96.500	0.00	180.0	0.0	0.0093	0.3069	0.0000
D	96.500	0.00	180.0	0.0	0.0094	0.2174	0.0000
D	53.250	0.00	180.0	0.0	0.0107	0.2763	0.0000
D	53.250	0.00	180.0	0.0	0.0108	0.5483	0.0000
D	47.250	0.00	180.0	0.0	0.0108	0.5483	0.0000
D	47.250	0.00	180.0	0.0	0.0108	0.3579	0.0000
D	11.812	0.00	180.0	0.0	0.0100	0.4088	0.0000
D	11.812	0.00	180.0	0.0	0.0100	0.4156	0.0000
D	0.000	0.00	180.0	0.0	0.0102	0.4195	0.0000

LOADING CONDITION AK =====

Seismic - Azimuth: 0° (1.2 D + 1.0 Ev + 1.0 Eh)

LOADS ON POLE
=====

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD..AT AZI	LOAD AZI	FORCES..... HORIZ kip	DOWN kip	MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	126.500	0.00	0.0	0.0	0.0317	0.3154	0.0000	0.0000
C	122.000	0.00	0.0	0.0	0.0007	0.0070	0.0000	0.0000
C	121.500	0.00	0.0	0.0	0.0293	0.3154	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.6735	7.5684	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.1667	1.8733	0.0000	0.0000
C	116.500	0.00	0.0	0.0	0.0538	0.6307	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0015	0.0177	0.0000	0.0000
C	111.500	0.00	0.0	0.0	0.0493	0.6307	0.0000	0.0000
C	110.250	0.00	0.0	0.0	0.1938	2.5374	0.0000	0.0000
C	106.500	0.00	0.0	0.0	0.0450	0.6307	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0012	0.0177	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.5144	7.5684	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.1113	1.6372	0.0000	0.0000
C	101.500	0.00	0.0	0.0	0.0408	0.6307	0.0000	0.0000
C	96.500	0.00	0.0	0.0	0.0369	0.6307	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0010	0.0177	0.0000	0.0000
C	91.500	0.00	0.0	0.0	0.0332	0.6307	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.3767	7.5684	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.0697	1.4010	0.0000	0.0000
C	86.500	0.00	0.0	0.0	0.0297	0.6307	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0008	0.0177	0.0000	0.0000
C	81.500	0.00	0.0	0.0	0.0263	0.6307	0.0000	0.0000
C	76.500	0.00	0.0	0.0	0.0232	0.6307	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0006	0.0177	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.2604	7.5684	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0401	1.1649	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.3332	9.6838	0.0000	0.0000
C	71.500	0.00	0.0	0.0	0.0203	0.6307	0.0000	0.0000
C	66.500	0.00	0.0	0.0	0.0175	0.6307	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0005	0.0177	0.0000	0.0000
C	63.500	0.00	0.0	0.0	0.0160	0.6307	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0003	0.0177	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0002	0.0177	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0001	0.0177	0.0000	0.0000
C	26.620	0.00	0.0	0.0	0.0747	16.7844	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0001	0.0177	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0000	0.0177	0.0000	0.0000
D	124.000	0.00	180.0	180.0	0.0000	0.0000	0.0000	0.0000
D	0.000	0.00	180.0	180.0	0.0000	0.0000	0.0000	0.0000

=====

LOADING CONDITION AL =====

Seismic - Azimuth: 00 (0.9 D - 1.0 Ev + 1.0 Eh)

LOADS ON POLE

=====

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD..AT AZI	LOAD AZI	FORCES..... HORIZ kip	DOWN kip	MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	126.500	0.00	0.0	0.0	0.0317	0.2096	0.0000	0.0000

C	122.000	0.00	0.0	0.0	0.0007	0.0047	0.0000	0.0000
C	121.500	0.00	0.0	0.0	0.0293	0.2096	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.6735	5.0316	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.1667	1.2454	0.0000	0.0000
C	116.500	0.00	0.0	0.0	0.0538	0.4193	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0015	0.0117	0.0000	0.0000
C	111.500	0.00	0.0	0.0	0.0493	0.4193	0.0000	0.0000
C	110.250	0.00	0.0	0.0	0.1938	1.6869	0.0000	0.0000
C	106.500	0.00	0.0	0.0	0.0450	0.4193	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0012	0.0117	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.5144	5.0316	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.1113	1.0884	0.0000	0.0000
C	101.500	0.00	0.0	0.0	0.0408	0.4193	0.0000	0.0000
C	96.500	0.00	0.0	0.0	0.0369	0.4193	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0010	0.0117	0.0000	0.0000
C	91.500	0.00	0.0	0.0	0.0332	0.4193	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.3767	5.0316	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.0697	0.9314	0.0000	0.0000
C	86.500	0.00	0.0	0.0	0.0297	0.4193	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0008	0.0117	0.0000	0.0000
C	81.500	0.00	0.0	0.0	0.0263	0.4193	0.0000	0.0000
C	76.500	0.00	0.0	0.0	0.0232	0.4193	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0006	0.0117	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.2604	5.0316	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0401	0.7745	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.3332	6.4379	0.0000	0.0000
C	71.500	0.00	0.0	0.0	0.0203	0.4193	0.0000	0.0000
C	66.500	0.00	0.0	0.0	0.0175	0.4193	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0005	0.0117	0.0000	0.0000
C	63.500	0.00	0.0	0.0	0.0160	0.4193	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0003	0.0117	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0002	0.0117	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0001	0.0117	0.0000	0.0000
C	26.620	0.00	0.0	0.0	0.0747	11.1586	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0001	0.0117	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0000	0.0117	0.0000	0.0000
D	124.000	0.00	180.0	180.0	0.0000	0.0000	0.0000	0.0000
D	0.000	0.00	180.0	180.0	0.0000	0.0000	0.0000	0.0000

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125' Monopine / Lanton, TN

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

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MASTDEFLECTIONS (ft).....ROTATIONS (deg).....

ELEV ft	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
124.0	7.96L	0.06F	0.67L	6.33L	0.05F	0.00E
120.7	7.60L	0.06F	0.63L	6.33L	0.05F	0.00E
117.4	7.24L	0.05F	0.59L	6.32L	0.05F	0.00E
114.0	6.88L	0.05F	0.55L	6.29L	0.05F	0.00E
110.7	6.52L	-0.05U	0.51L	6.24L	0.05F	0.00E
107.4	6.16L	-0.05U	0.47L	6.16L	0.05F	0.00E
104.1	5.81L	-0.04U	0.44L	6.07L	0.05F	0.00E
100.7	5.47L	-0.04U	0.40L	5.95L	0.05F	0.00E
96.5	5.03L	-0.04U	0.36L	5.82L	0.04F	0.00E
90.3	4.42L	-0.03U	0.29L	5.58L	0.04F	0.00E
84.1	3.84L	-0.03U	0.24L	5.30L	0.04F	0.00E
78.0	3.29L	-0.02U	0.19L	4.96L	-0.04U	0.00E
71.8	2.78L	-0.02U	0.15L	4.59L	-0.03U	0.00E
65.6	2.31L	-0.02U	0.11L	4.18L	-0.03U	0.00E
59.4	1.89L	-0.01U	0.08L	3.74L	-0.03U	0.00E
53.2	1.51L	-0.01U	0.06L	3.27L	-0.02U	0.00E
47.2	1.19L	-0.01U	0.04L	2.92L	-0.02U	0.00E
41.3	0.91L	-0.01U	0.03L	2.55L	-0.02U	0.00E
35.4	0.66L	0.00U	0.02L	2.18L	-0.02U	0.00E
29.5	0.46L	0.00U	0.01L	1.80L	-0.01U	0.00E
23.6	0.29L	0.00U	0.01L	1.43L	-0.01U	0.00E
17.7	0.16L	0.00U	0.00L	1.07L	-0.01U	0.00E
11.8	0.07L	0.00U	0.00L	0.70L	-0.01U	0.00E
5.9	0.02L	0.00U	0.00AB	0.35L	0.00U	0.00E
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

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MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR ALONG kip	ACROSS kip	MOMENT.w.r.t.WIND.DIR ALONG ft-kip	ACROSS ft-kip	TORSION ft-kip
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124.0		0.99 AA	1.04 K	0.03 X	-2.54 R	0.05 X	-0.01 X
		2.44 AA	2.16 K	0.03 X	-6.92 B	-0.05 X	0.01 X
120.7		2.44 AF	2.31 B	-0.14 N	-6.97 L	0.11 Q	-0.02 Q
		22.13 AF	12.98 B	-0.14 N	-33.53 B	0.46 N	0.04 L
117.4	.....	22.13 AF	13.00 A	-0.24 X	-33.69 B	0.49 N	0.05 L
		23.91 AF	15.08 A	-0.24 X	-84.28 K	0.83 X	0.08 L
114.0	.....	23.91 AF	15.12 M	-0.28 T	-84.32 K	1.00 X	-0.10 X
		25.68 AF	17.16 M	-0.28 T	-139.48 A	1.36 T	0.13 R
110.7	.....	25.68 AF	17.17 M	-0.25 T	-139.65 A	1.37 T	-0.12 T
		26.18 AF	17.35 M	-0.25 T	-199.54 A	2.19 T	-0.19 T
107.4	.....	26.18 AF	17.24 C	-0.34 T	-199.54 A	1.98 T	0.20 U
		27.99 AF	19.30 C	-0.34 T	-265.04 C	3.10 T	-0.28 T
104.1	.....	27.99 AD	19.28 M	0.37 F	-265.45 C	3.09 T	-0.28 T
		48.65 AD	28.93 M	0.37 F	-362.47 C	3.87 T	0.34 R
100.7	.....	48.65 AF	29.02 M	-0.35 H	-362.82 C	3.99 T	-0.35 T
		49.95 AF	29.27 M	-0.35 H	-494.84 C	5.11 T	-0.44 T
96.5	.....	51.22 AF	31.14 M	0.36 F	-494.83 C	5.04 T	-0.45 C
		53.88 AF	33.33 M	0.36 F	-702.44 C	6.93 T	-0.59 T
90.3	.....	53.88 AF	33.30 M	0.35 F	-702.54 C	6.98 T	-0.60 T
		75.08 AF	42.86 M	0.35 F	-965.20 L	-8.89 F	-0.72 H
84.1	.....	75.08 AF	42.88 L	-0.38 U	-965.23 L	-8.92 F	-0.72 T
		77.81 AF	45.02 L	-0.38 U	-1255.56 L	-11.30 F	-0.88 H
78.0	.....	77.81 AF	45.03 M	-0.43 U	-1255.65 L	-11.33 F	-0.88 H
		98.70 AF	54.29 M	-0.43 U	-1577.57 L	-13.86 F	1.10 E
71.8	.....	98.69 AF	54.37 M	0.43 F	-1577.66 L	-13.84 F	1.10 E
		102.77 AF	58.52 M	0.43 F	-1947.58 L	-16.59 F	1.29 E
65.6	.....	102.77 AF	58.41 M	-0.46 U	-1947.67 L	-16.58 F	1.28 E
		105.66 AF	59.96 M	-0.46 U	-2333.30 L	-18.80 F	1.47 E
59.4	.....	105.66 AF	60.02 M	-0.45 U	-2333.39 L	-18.84 F	1.47 E

53.2	107.37 AF	60.47 M	-0.45 U	-2722.70 L	-20.98 F	1.62 E
	107.37 AF	60.49 M	-0.49 U	-2722.76 L	-20.97 F	1.63 E
47.2	110.66 AF	60.91 M	-0.49 U	-3102.14 L	23.13 U	1.76 E
	110.66 AF	60.93 M	-0.46 U	-3102.11 L	23.16 U	1.76 E
41.3	112.83 AF	61.37 M	-0.46 U	-3477.51 L	25.91 U	1.89 E
	112.83 AF	61.31 M	-0.42 U	-3477.55 L	25.92 U	1.89 E
35.4	115.02 AF	61.73 M	-0.42 U	-3853.63 L	28.48 U	1.99 E
	115.02 AF	61.69 M	-0.45 U	-3853.65 L	28.45 U	1.99 E
29.5	117.29 AF	62.12 M	-0.45 U	-4230.58 L	31.18 U	2.08 E
	117.29 AF	62.08 M	-0.47 U	-4230.60 L	31.20 U	2.08 E
23.6	119.61 AF	62.51 M	-0.47 U	-4608.11 L	33.99 U	2.14 E
	119.61 AF	62.52 M	-0.46 U	-4608.09 L	34.02 U	2.14 E
17.7	121.94 AF	62.92 M	-0.46 U	-4986.23 L	36.79 U	2.19 E
	121.94 AF	62.92 M	-0.47 U	-4986.25 L	36.79 U	2.19 E
11.8	124.36 AF	63.33 M	-0.47 U	-5364.70 L	39.59 U	2.23 E
	124.36 AF	63.33 M	-0.46 U	-5364.71 L	39.59 U	2.23 E
5.9	126.82 AF	63.72 M	-0.46 U	-5743.22 L	42.34 U	2.25 E
	126.82 AF	63.74 M	-0.47 U	-5743.22 L	42.34 U	2.25 E
	129.29 AF	64.14 M	-0.47 U	-6121.83 L	45.11 U	2.26 E

base						
reaction	129.29 AF	-64.14 M	0.47 U	6121.83 L	-45.11 U	-2.26 E

COMPLIANCE WITH 4.8.2 & 4.5.4

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ELEV	AXIAL	BENDING	SHEAR +	TOTAL	SATISFIED	D/t(w/t)	MAX
ft			TORSIONAL				ALLOWED
124.00	0.00AA	0.00R	0.00K	0.00R	YES	15.69A	45.2
120.68	0.00AA	0.01B	0.00K	0.01B	YES	16.27A	45.2
	0.00AF	0.01L	0.00B	0.01L	YES	16.27A	45.2
117.36	0.01AF	0.04B	0.02B	0.05B	YES	16.85A	45.2
	0.01AF	0.04B	0.02A	0.05B	YES	16.85A	45.2

114.04	0.02AF	0.10K	0.02A	0.11K	YES	17.44A	45.2
	0.02AF	0.10K	0.02M	0.11K	YES	17.44A	45.2
110.71	0.02AF	0.16A	0.02M	0.17A	YES	18.02A	45.2
	0.02AF	0.16A	0.02M	0.17A	YES	18.02A	45.2
107.39	0.02AF	0.22A	0.02M	0.23A	YES	18.60A	45.2
	0.02AF	0.22A	0.02C	0.23A	YES	18.60A	45.2
104.07	0.02AF	0.28C	0.02C	0.29A	YES	19.18A	45.2
	0.02AD	0.28C	0.02M	0.29C	YES	19.18A	45.2
100.75	0.03AD	0.36C	0.04M	0.38C	YES	19.76A	45.2
	0.02AF	0.23C	0.02M	0.24C	YES	13.06A	45.2
96.50	0.02AF	0.29C	0.02M	0.30C	YES	13.55A	45.2
	0.02AF	0.30C	0.02M	0.31C	YES	13.32A	45.2
90.32	0.02AF	0.39C	0.02M	0.40C	YES	14.04A	45.2
	0.02AF	0.39C	0.02M	0.40C	YES	14.04A	45.2
84.14	0.03AF	0.49L	0.03M	0.50L	YES	14.76A	45.2
	0.03AF	0.49L	0.03L	0.50L	YES	14.76A	45.2
77.96	0.03AF	0.58L	0.03L	0.59L	YES	15.48A	45.2
	0.03AF	0.58L	0.03M	0.59L	YES	15.48A	45.2
71.79	0.03AF	0.67L	0.03M	0.69L	YES	16.20A	45.2
	0.03AF	0.67L	0.03M	0.69L	YES	16.20A	45.2
65.61	0.03AF	0.77L	0.04M	0.79L	YES	16.92A	45.2
	0.03AF	0.77L	0.04M	0.79L	YES	16.92A	45.2
59.43	0.03AF	0.86L	0.04M	0.88L	YES	17.64A	45.2
	0.03AF	0.86L	0.04M	0.88L	YES	17.64A	45.2
53.25	0.03AF	0.94L	0.03M	0.95L	YES	18.36A	45.2
	0.02AF	0.69L	0.03M	0.70L	YES	13.68A	45.2
47.25	0.02AF	0.73L	0.02M	0.74L	YES	14.20A	45.2
	0.02AF	0.75L	0.03M	0.77L	YES	13.94A	45.2
41.34	0.02AF	0.79L	0.02M	0.80L	YES	14.46A	45.2
	0.02AF	0.79L	0.02M	0.80L	YES	14.46A	45.2
	0.02AF	0.82L	0.02M	0.83L	YES	14.97A	45.2

35.44	.....	0.02AF	0.82L	0.02M	0.83L	YES	14.97A	45.2
		0.02AF	0.84L	0.02M	0.85L	YES	15.49A	45.2
29.53	.....	0.02AF	0.84L	0.02M	0.85L	YES	15.49A	45.2
		0.02AF	0.86L	0.02E	0.87L	YES	16.01A	45.2
23.62	.....	0.02AF	0.86L	0.02M	0.87L	YES	16.01A	45.2
		0.02AF	0.88L	0.02E	0.89L	YES	16.52A	45.2
17.72	.....	0.02AF	0.88L	0.02E	0.89L	YES	16.52A	45.2
		0.02AF	0.90L	0.02E	0.91L	YES	17.04A	45.2
11.81	.....	0.02AF	0.90L	0.02E	0.91L	YES	17.04A	45.2
		0.02AF	0.91L	0.02E	0.93L	YES	17.55A	45.2
5.91	.....	0.02AF	0.91L	0.02E	0.93L	YES	17.55A	45.2
		0.02AF	0.93L	0.02E	0.94L	YES	18.07A	45.2
0.00								

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

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DOWN	SHEAR.w.r.t.WIND.DIR	MOMENT.w.r.t.WIND.DIR	TORSION
kip	ALONG kip	ALONG ft-kip	ACROSS ft-kip
129.29	64.14	-0.47	-6121.83
AF	M	U	L

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125' Monopine / Lanton, TN

 ***** Service Load Condition *****

* Only 1 condition(s) shown in full

LOADING CONDITION A =====

60 mph wind with no ice. Wind Azimuth: 00 (1.0 D + 1.0 Wo)

LOADS ON POLE

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LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	LOAD..AT AZI	LOAD AZI	FORCES..... HORIZ kip	DOWN kip	MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	126.500	0.00	0.0	0.0	0.2793	0.2500	0.0000	0.0000
C	122.000	0.00	0.0	0.0	0.0032	0.0056	0.0000	0.0000
C	121.500	0.00	0.0	0.0	0.2770	0.2500	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.0000	1.4851	0.0000	0.0000
C	119.000	0.00	0.0	0.0	3.0669	6.0000	0.0000	0.0000
C	116.500	0.00	0.0	0.0	0.5492	0.5000	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0080	0.0140	0.0000	0.0000
C	111.500	0.00	0.0	0.0	0.5442	0.5000	0.0000	0.0000
C	106.500	0.00	0.0	0.0	0.5390	0.5000	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0078	0.0140	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.0000	1.2979	0.0000	0.0000
C	104.000	0.00	0.0	0.0	2.2311	6.0000	0.0000	0.0000
C	101.500	0.00	0.0	0.0	0.5336	0.5000	0.0000	0.0000
C	96.500	0.00	0.0	0.0	0.5280	0.5000	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0077	0.0140	0.0000	0.0000
C	91.500	0.00	0.0	0.0	0.5222	0.5000	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.0000	1.1107	0.0000	0.0000
C	89.000	0.00	0.0	0.0	2.1598	6.0000	0.0000	0.0000
C	86.500	0.00	0.0	0.0	0.5161	0.5000	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0075	0.0140	0.0000	0.0000
C	81.500	0.00	0.0	0.0	0.5098	0.5000	0.0000	0.0000
C	76.500	0.00	0.0	0.0	0.5031	0.5000	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0073	0.0140	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0000	0.9235	0.0000	0.0000
C	74.000	0.00	0.0	0.0	2.0785	6.0000	0.0000	0.0000
C	71.500	0.00	0.0	0.0	0.5513	0.5000	0.0000	0.0000
C	66.500	0.00	0.0	0.0	0.5430	0.5000	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0071	0.0140	0.0000	0.0000
C	63.500	0.00	0.0	0.0	0.3227	0.3000	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0068	0.0140	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0066	0.0140	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0062	0.0140	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0058	0.0140	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0052	0.0140	0.0000	0.0000
D	124.000	0.00	180.0	0.0	0.0145	0.0653	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0168	0.0785	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0171	0.2005	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0171	0.2005	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0175	0.1246	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0204	0.1614	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0205	0.3867	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0205	0.3867	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0207	0.2271	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0194	0.2663	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0195	0.2741	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0201	0.2819	0.0000	0.0000

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MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

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MAST ELEV ft	DEFLECTIONS (ft).....			ROTATIONS (deg).....		
	 HORIZONTAL ALONG	 ACROSS	DOWN	 TILT ALONG	 ACROSS	TWIST
124.0	2.34L	0.02K	0.06L	1.85L	0.01K	0.00I
120.7	2.24L	0.02K	0.06L	1.85L	0.01K	0.00I
117.4	2.13L	0.02K	0.05L	1.85L	0.01K	0.00I
114.0	2.02L	0.01K	0.05L	1.84L	0.01K	0.00I
110.7	1.91L	0.01K	0.05L	1.82L	0.01K	0.00I
107.4	1.81L	0.01K	0.04L	1.80L	0.01K	0.00I
104.1	1.71L	0.01K	0.04L	1.77L	0.01K	0.00I
100.7	1.60L	0.01K	0.04L	1.74L	0.01K	0.00I
96.5	1.48L	0.01K	0.03L	1.70L	0.01K	0.00I
90.3	1.30L	0.01K	0.03L	1.63L	0.01K	0.00I
84.1	1.13L	0.01K	0.02L	1.55L	0.01K	0.00I
78.0	0.96L	0.01K	0.02L	1.45L	0.01K	0.00I
71.8	0.81L	0.01K	0.01L	1.34L	0.01K	0.00L
65.6	0.68L	0.00K	0.01L	1.22L	0.01K	0.00L
59.4	0.55L	0.00K	0.01L	1.09L	0.01K	0.00L
53.2	0.44L	0.00K	0.01L	0.95L	0.01K	0.00L
47.2	0.35L	0.00K	0.00L	0.85L	0.01K	0.00L
41.3	0.26L	0.00K	0.00L	0.74L	0.01K	0.00L
35.4	0.19L	0.00K	0.00L	0.63L	0.00K	0.00L
29.5	0.13L	0.00K	0.00L	0.53L	0.00K	0.00L
23.6	0.09L	0.00K	0.00I	0.42L	0.00K	0.00L
17.7	0.05L	0.00K	0.00I	0.31L	0.00K	0.00L
11.8	0.02L	0.00K	0.00I	0.21L	0.00K	0.00L
5.9	0.01L	0.00K	0.00I	0.10L	0.00K	0.00L
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

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MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t.WIND.DIR ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
124.0	0.25 C	0.31 E	-0.01 K	-0.77 K	-0.03 K	0.00 K
120.7	0.73 C	0.64 E	-0.01 K	-2.02 E	-0.04 E	0.00 E
	0.73 B	0.67 L	0.08 L	-2.04 F	0.06 L	0.00 I
117.4	8.45 B	3.79 L	0.08 L	-9.81 L	-0.21 L	0.01 L
	8.45 B	3.78 L	-0.05 F	-9.77 A	-0.18 C	0.01 L
114.0	9.20 B	4.39 L	-0.05 F	-24.65 L	-0.27 L	0.01 L
	9.20 B	4.38 A	-0.08 F	-24.69 L	-0.32 L	0.01 L
110.7	9.94 B	4.98 A	-0.08 F	-40.69 A	0.39 F	0.01 I
	9.94 B	5.03 A	-0.04 E	-40.69 A	0.40 F	0.01 I
107.4	10.19 B	5.08 A	-0.04 E	-58.49 A	0.53 F	0.02 I
	10.19 B	5.08 L	-0.09 F	-58.52 A	0.50 F	0.02 I
104.1	10.96 B	5.68 L	-0.09 F	-77.85 L	0.79 F	0.02 I
	10.96 B	5.70 I	0.09 K	-77.76 A	0.78 F	0.02 I
100.7	19.01 B	8.52 I	0.09 K	-106.21 L	1.09 F	0.02 I
	19.01 B	8.49 L	0.11 K	-106.21 L	1.12 F	0.03 I
96.5	19.86 B	8.57 L	0.11 K	-144.89 L	1.40 F	0.03 I
	20.36 B	9.06 L	-0.10 L	-144.88 L	1.39 F	0.03 I
90.3	21.66 B	9.70 L	-0.10 L	-205.56 L	-1.93 K	0.04 I
	21.66 B	9.72 L	-0.11 L	-205.57 L	-1.92 K	0.04 I
84.1	30.10 B	12.52 L	-0.11 L	-282.38 L	-2.57 K	0.05 I
	30.10 B	12.53 K	-0.12 L	-282.37 L	-2.57 K	0.05 I
78.0	31.46 B	13.16 K	-0.12 L	-366.77 L	-3.21 K	0.07 I
	31.46 B	13.16 L	-0.11 L	-366.74 L	-3.20 K	0.07 I
71.8	39.78 B	15.87 L	-0.11 L	-460.57 L	-3.79 K	0.08 I
	39.78 B	15.87 L	-0.11 L	-460.56 L	-3.78 K	0.08 I
	41.69 B	17.08 L	-0.11 L	-568.24 L	-4.37 K	0.10 I

65.6	.....	.....	.....	.....	.....	.....
	41.69 B	17.07 L	0.10 C	-568.25 L	-4.38 K	0.10 I
	42.95 B	17.52 L	0.10 C	-680.68 L	-5.04 K	0.11 I
59.4	.....	.....	.....	.....	.....	.....
	42.95 B	17.53 L	0.11 K	-680.66 L	-5.05 K	0.11 I
	43.95 B	17.66 L	0.11 K	-794.12 L	-5.72 K	-0.12 L
53.2	.....	.....	.....	.....	.....	.....
	43.95 B	17.67 I	0.11 K	-794.14 L	-5.72 K	0.12 I
	46.27 B	17.79 I	0.11 K	-904.68 L	-6.39 K	-0.12 L
47.2	.....	.....	.....	.....	.....	.....
	46.27 B	17.80 L	0.12 K	-904.65 L	-6.38 K	-0.12 L
	47.64 B	17.93 L	0.12 K	-1013.97 L	-7.09 K	-0.13 L
41.3	.....	.....	.....	.....	.....	.....
	47.64 B	17.92 L	0.11 K	-1013.95 L	-7.09 K	-0.13 L
	49.04 B	18.04 L	0.11 K	-1123.57 L	-7.74 K	-0.14 L
35.4	.....	.....	.....	.....	.....	.....
	49.04 B	18.05 L	0.12 K	-1123.58 L	-7.74 K	-0.14 L
	50.49 B	18.17 L	0.12 K	-1233.53 L	-8.43 K	-0.15 L
29.5	.....	.....	.....	.....	.....	.....
	50.49 B	18.18 L	0.12 K	-1233.54 L	-8.43 K	-0.15 L
	51.98 B	18.30 L	0.12 K	-1343.72 L	-9.14 K	-0.15 L
23.6	.....	.....	.....	.....	.....	.....
	51.98 B	18.30 L	0.12 K	-1343.72 L	-9.14 K	-0.15 L
	53.50 B	18.41 L	0.12 K	-1454.10 L	-9.83 K	-0.15 L
17.7	.....	.....	.....	.....	.....	.....
	53.50 B	18.41 L	0.12 K	-1454.10 L	-9.83 K	-0.15 L
	55.07 B	18.53 L	0.12 K	-1564.67 L	-10.53 K	-0.16 L
11.8	.....	.....	.....	.....	.....	.....
	55.07 B	18.54 L	0.12 K	-1564.67 L	-10.53 K	-0.16 L
	56.70 B	18.66 L	0.12 K	-1675.38 L	-11.24 K	-0.16 L
5.9	.....	.....	.....	.....	.....	.....
	56.70 B	18.66 L	0.12 K	-1675.38 L	-11.24 K	-0.16 L
	58.35 B	18.77 L	0.12 K	-1786.21 L	-11.95 K	-0.16 L

base						
reaction	58.35 B	-18.77 L	-0.12 K	1786.21 L	11.95 K	0.16 L

COMPLIANCE WITH 4.8.2 & 4.5.4

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ELEV	AXIAL	BENDING	SHEAR +	TOTAL	SATISFIED	D/t(w/t)	MAX
ft			TORSIONAL				ALLOWED
124.00							
	0.00C	0.00K	0.00E	0.00K	YES	15.69A	45.2
	0.00C	0.00E	0.00E	0.00E	YES	16.27A	45.2

120.68	.....	0.00B	0.00F	0.00L	0.00F	YES	16.27A	45.2
		0.01B	0.01L	0.01L	0.02L	YES	16.85A	45.2
117.36	.....	0.01B	0.01A	0.01L	0.02A	YES	16.85A	45.2
		0.01B	0.03L	0.01L	0.04L	YES	17.44A	45.2
114.04	.....	0.01B	0.03L	0.01A	0.04L	YES	17.44A	45.2
		0.01B	0.05A	0.01A	0.05A	YES	18.02A	45.2
110.71	.....	0.01B	0.05A	0.01A	0.05A	YES	18.02A	45.2
		0.01B	0.06A	0.01A	0.07A	YES	18.60A	45.2
107.39	.....	0.01B	0.06A	0.01L	0.07A	YES	18.60A	45.2
		0.01B	0.08L	0.01L	0.09L	YES	19.18A	45.2
104.07	.....	0.01B	0.08A	0.01I	0.09A	YES	19.18A	45.2
		0.01B	0.11L	0.01I	0.12L	YES	19.76A	45.2
100.75	.....	0.01B	0.07L	0.01L	0.08L	YES	13.06A	45.2
		0.01B	0.09L	0.01L	0.09L	YES	13.55A	45.2
96.50	.....	0.01B	0.09L	0.01L	0.10L	YES	13.32A	45.2
		0.01B	0.11L	0.01L	0.12L	YES	14.04A	45.2
90.32	.....	0.01B	0.11L	0.01L	0.12L	YES	14.04A	45.2
		0.01B	0.14L	0.01L	0.15L	YES	14.76A	45.2
84.14	.....	0.01B	0.14L	0.01K	0.15L	YES	14.76A	45.2
		0.01B	0.17L	0.01K	0.18L	YES	15.48A	45.2
77.96	.....	0.01B	0.17L	0.01L	0.18L	YES	15.48A	45.2
		0.01B	0.20L	0.01L	0.21L	YES	16.20A	45.2
71.79	.....	0.01B	0.20L	0.01L	0.21L	YES	16.20A	45.2
		0.01B	0.22L	0.01L	0.24L	YES	16.92A	45.2
65.61	.....	0.01B	0.22L	0.01L	0.24L	YES	16.92A	45.2
		0.01B	0.25L	0.01L	0.26L	YES	17.64A	45.2
59.43	.....	0.01B	0.25L	0.01L	0.26L	YES	17.64A	45.2
		0.01B	0.27L	0.01L	0.29L	YES	18.36A	45.2
53.25	.....	0.01B	0.20L	0.01I	0.21L	YES	13.68A	45.2
		0.01B	0.21L	0.01I	0.22L	YES	14.20A	45.2
47.25	.....							

	0.01B	0.22L	0.01L	0.23L	YES	13.94A	45.2
41.34	0.01B	0.23L	0.01L	0.24L	YES	14.46A	45.2
	0.01B	0.23L	0.01L	0.24L	YES	14.46A	45.2
35.44	0.01B	0.24L	0.01L	0.25L	YES	14.97A	45.2
	0.01B	0.24L	0.01L	0.25L	YES	14.97A	45.2
29.53	0.01B	0.24L	0.01L	0.25L	YES	15.49A	45.2
	0.01B	0.24L	0.01L	0.25L	YES	15.49A	45.2
23.62	0.01B	0.25L	0.01L	0.26L	YES	16.01A	45.2
	0.01B	0.25L	0.01L	0.26L	YES	16.01A	45.2
17.72	0.01B	0.26L	0.01L	0.27L	YES	16.52A	45.2
	0.01B	0.26L	0.01L	0.27L	YES	16.52A	45.2
11.81	0.01B	0.26L	0.01L	0.27L	YES	17.04A	45.2
	0.01B	0.26L	0.01L	0.27L	YES	17.04A	45.2
5.91	0.01B	0.27L	0.01L	0.28L	YES	17.55A	45.2
	0.01B	0.27L	0.01L	0.28L	YES	17.55A	45.2
0.00	0.01B	0.27L	0.01L	0.28L	YES	18.07A	45.2

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

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DOWN	SHEAR.w.r.t.WIND.DIR		MOMENT.w.r.t.WIND.DIR		TORSION
kip	ALONG	ACROSS	ALONG	ACROSS	ft-kip
	kip	kip	ft-kip	ft-kip	
58.35	18.77	0.12	-1786.21	-11.95	-0.16
B	L	K	L	K	L

=====

Seismic Load Effects
Equivalent Lateral Force Procedure
ANSI/TIA-222-H

Parameters	Description	h _i (ft.)	w _i (kips)	W _n (kips)	Vertical Distribution of Seismic Forces			
					$\frac{w_i h_i}{\sum w_i h_i}$	$\frac{F_x \text{ or } E_h}{\sum F_x \text{ or } E_h}$ (kips)	$\frac{E_v}{\sum E_v}$ (kips)	$\frac{1.2 D + 1.0 E_v}{\sum (1.2 D + 1.0 E_v)}$ (kips)
Risk Category R	II	126.50	0.2500	0.0000	4,000.5625	0.0317	0.0154	0.2096
	1.500	122.00	0.0056	0.0000	83.3504	0.0007	0.0003	0.0047
S _s	0.294	121.50	0.2500	0.0000	3,690.5625	0.0293	0.0154	0.2096
	0.143	119.00	6.0000	6.0000	84,966.0000	0.6735	0.3684	5.0316
Site Class D (default)	1.565	119.00	1.4851	0.0000	21,030.5011	0.1667	0.0912	1.2454
	2.314	116.50	0.5000	0.0000	6,786.1250	0.0538	0.0307	0.4193
T _L (sec)	12.000	115.00	0.0140	0.0000	185.1500	0.0015	0.0009	0.0117
	1.500	111.50	0.5000	0.0000	6,216.1250	0.0493	0.0307	0.4193
F _a	2.314	110.25	2.0116	0.0000	24,451.1237	0.1938	0.1235	1.6869
	0.460	106.50	0.5000	0.0000	5,671.1250	0.0450	0.0307	0.4193
S _{MS}	0.331	105.00	0.0140	0.0000	154.3500	0.0012	0.0009	0.0117
	0.307	104.00	6.0000	6.0000	64,896.0000	0.5144	0.3684	5.0316
S _{DS}	0.221	104.00	1.2979	0.0000	14,038.0864	0.1113	0.0797	1.0884
	1.000	101.50	0.5000	0.0000	5,151.1250	0.0408	0.0307	0.4193
I _e	1.500	96.50	0.5000	0.0000	4,656.1250	0.0369	0.0307	0.4193
	0.056	91.50	0.5000	0.0000	126.3500	0.0010	0.0009	0.0117
C _s	29,000	89.00	6.0000	6.0000	4,186.1250	0.0332	0.0307	0.4193
	1,346	89.00	1.1107	0.0000	47,526.0000	0.3767	0.3684	5.0316
I _{top} (in ⁴)	29,906	86.50	0.5000	0.0000	8,797.8547	0.0697	0.0682	0.9314
	15,626	85.00	0.0140	0.0000	3,741.1250	0.0297	0.0307	0.4193
I _{bot} (in ⁴)	386.4	81.50	0.5000	0.0000	101.1500	0.0008	0.0009	0.0117
	58,472	76.50	0.5000	0.0000	3,321.1250	0.0263	0.0307	0.4193
W _t (kips)	18,000	75.00	0.0140	0.0000	2,926.1250	0.0232	0.0307	0.4193
	40,472	74.00	6.0000	0.0000	78.7500	0.0006	0.0009	0.0117
L _p (in)	1488	74.00	0.9235	0.0000	32,856.0000	0.2604	0.3684	5.0316
	0.383	74.00	7.6770	0.0000	5,057.0860	0.0401	0.0567	0.7745
T (sec)	2.612	71.50	0.5000	0.0000	42,039.2520	0.3332	0.4714	6.4379
	2.0000	66.50	0.5000	0.0000	2,556.1250	0.0203	0.0307	0.4193
V _s (kips)	3,274	65.00	0.0140	0.0000	2,211.1250	0.0175	0.0307	0.4193
	D	63.50	0.5000	0.0000	59.1500	0.0005	0.0009	0.0117
Seismic Design Category	1.500	55.00	0.0140	0.0000	2,016.1250	0.0160	0.0307	0.4193
	0.294	45.00	0.0140	0.0000	42.3500	0.0003	0.0009	0.0117
D	1.500	35.00	0.0140	0.0000	28.3500	0.0002	0.0009	0.0117
	2.0000	26.62	13.3062	0.0000	17.1500	0.0001	0.0009	0.0117
Seismic Design Category	1.500	25.00	0.0140	0.0000	9,429.0980	0.0747	0.8170	11.1586
	0.294	15.00	0.0140	0.0000	8.7500	0.0001	0.0009	0.0117
D	1.500	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	2.0000	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117

Seismic Load Effects
Equivalent Lateral Force Procedure
ANSI/TIA-222-H

Description	Vertical Distribution of Seismic Forces						
	h_i (ft.)	w_i (kips)	W_{ei} (kips)	w_i/h_i	F_{sx} or E_{hx} (kips)	E_{vx} (kips)	$1.2 D + 1.0 E_v$ $0.9 D - 1.0 E_v$ (kips) (kips)
Σ		58.47	18.0000	413.10463	3.27	3.59	73.76 49.03

Round Base Plate and Anchor Rods, per ANSI/TIA 222-H

Pole Data

Diameter: 53.490 in (flat to flat)
Thickness: 0.5 in
Yield (Fy): 65 ksi
of Sides: 18 "0" IF Round
Strength (Fu): 80 ksi

Reactions

Moment, Mu: 6121.83 ft-kips
Axial, Pu: 70.22 kips
Shear, Vu: 64.1 kips

Anchor Rod Data

Quantity: 22
Diameter: 2.25 in
Rod Material: A615
Strength (Fu): 100 ksi
Yield (Fy): 75 ksi
BC Diam. (in): 60.5 BC Override:

Anchor Rod Results

(per 4.9.9)

Maximum Put: 218.38 Kips
 Φt^*Rnt : 243.75 Kips
Vu: 2.91 Kips
 Φv^*Rnv : 149.10 Kips
Tension Interaction Ratio: 0.80
Maximum Puc: 223.96 Kips
 Φc^*Rnc : 268.39 Kips
Vu: 2.91 Kips
 Φc^*Rnvc : 120.77 Kips
Compression Interaction Ratio: 0.84
Maximum Interaction Ratio: **83.5% Pass**

Plate Data

Diameter (in): 66.25 Dia. Override:
Thickness: 2.5 in
Yield (Fy): 50 ksi
Eff Width/Rod: 7.72 in
Drain Hole: 2.625 in. diameter
Drain Location: 24.5 in. center of pole to center of drain hole
Center Hole: 41 in. diameter

Base Plate Results

Base Plate (Mu/Z): 40.0 ksi
Allowable Φ^*Fy : 45.0 ksi (per AISC)
Base Plate Interaction Ratio: **88.8% Pass**

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LPILE for Windows, Version 2019-11.009

Analysis of Individual Piles and Drilled Shafts
Subjected to Lateral Loading Using the p-y Method
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Files Used for Analysis

Path to file locations:

\Program Files (x86)\Ensoft\Lpile2019\files\

Name of input data file:

25-4001-JDS.lp11d

Name of output report file:

25-4001-JDS.lp11o

Name of plot output file:

25-4001-JDS.lp11p

Name of runtime message file:

25-4001-JDS.lp11r

Date and Time of Analysis

Date: March 10, 2025

Time: 13:00:04

Problem Title

Site : Lanton, TN

Tower : 125' Monopine

Prepared for : VOGUE TOWERS

Job Number : 25-4001-JDS

Engineer : ARH

Program Options and Settings

Computational Options:

- Conventional Analysis

Engineering Units Used for Data Input and Computations:

- US Customary System Units (pounds, feet, inches)

Analysis Control Options:

- | | | |
|--|---|---------------|
| - Maximum number of iterations allowed | = | 999 |
| - Deflection tolerance for convergence | = | 1.0000E-05 in |
| - Maximum allowable deflection | = | 100.0000 in |
| - Number of pile increments | = | 100 |

Loading Type and Number of Cycles of Loading:

- Static loading specified
- Use of p-y modification factors for p-y curves not selected
- Analysis uses layering correction (Method of Georgiadis)
- No distributed lateral loads are entered
- Loading by lateral soil movements acting on pile not selected
- Input of shear resistance at the pile tip not selected
- Input of moment resistance at the pile tip not selected
- Input of side resistance moment along pile not selected
- Computation of pile-head foundation stiffness matrix not selected
- Push-over analysis of pile not selected
- Buckling analysis of pile not selected

Output Options:

- Output files use decimal points to denote decimal symbols.
- Report only summary tables of pile-head deflection, maximum bending moment, and maximum shear force in output report file.
- No p-y curves to be computed and reported for user-specified depths
- Print using wide report formats

Pile Structural Properties and Geometry

Number of pile sections defined	=	1
Total length of pile	=	38.500 ft
Depth of ground surface below top of pile	=	0.5000 ft

Pile diameters used for p-y curve computations are defined using 2 points.

p-y curves are computed using pile diameter values interpolated with depth over the length of the pile. A summary of values of pile diameter vs. depth follows.

Point No.	Depth Below Pile Head feet	Pile Diameter inches
1	0.000	84.0000
2	38.500	84.0000

Input Structural Properties for Pile Sections:

Pile Section No. 1:

Section 1 is a round drilled shaft, bored pile, or CIDH pile
Length of section = 38.500000 ft
Shaft Diameter = 84.000000 in
Shear capacity of section = 0.0000 lbs

Ground Slope and Pile Batter Angles

Ground Slope Angle = 0.000 degrees
= 0.000 radians
Pile Batter Angle = 0.000 degrees
= 0.000 radians

Soil and Rock Layering Information

The soil profile is modelled using 1 layers

Layer 1 is stiff clay without free water

Distance from top of pile to top of layer = 0.500000 ft
Distance from top of pile to bottom of layer = 60.500000 ft
Effective unit weight at top of layer = 110.000000 pcf
Effective unit weight at bottom of layer = 110.000000 pcf
Undrained cohesion at top of layer = 1000.000000 psf
Undrained cohesion at bottom of layer = 1000.000000 psf
Epsilon-50 at top of layer = 0.010000
Epsilon-50 at bottom of layer = 0.010000

(Depth of the lowest soil layer extends 22.000 ft below the pile tip)

Summary of Input Soil Properties

Layer Num.	Soil Type Name (p-y Curve Type)	Layer Depth ft	Effective Unit Wt. pcf	Cohesion psf	E50 or krm
1	Stiff Clay w/o Free Water	0.5000 60.5000	110.0000 110.0000	1000.0000 1000.0000	0.01000 0.01000

Static Loading Type

Static loading criteria were used when computing p-y curves for all analyses.

Pile-head Loading and Pile-head Fixity Conditions

Number of loads specified = 2

Load Run No.	Load Analysis Type	Condition 1	Condition 2	Axial Thrust Force, lbs	Compute Top y vs. Pile Length
1 Yes	1	V = 85896. lbs	M = 98441487. in-lbs	94097.	No
2 Yes	1	V = 18864. lbs	M = 21542231. in-lbs	58643.	No

V = shear force applied normal to pile axis

M = bending moment applied to pile head

y = lateral deflection normal to pile axis

S = pile slope relative to original pile batter angle

R = rotational stiffness applied to pile head

Values of top y vs. pile lengths can be computed only for load types with specified shear loading (Load Types 1, 2, and 3).

Thrust force is assumed to be acting axially for all pile batter angles.

Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness

Axial thrust force values were determined from pile-head loading conditions

Number of Pile Sections Analyzed = 1

Pile Section No. 1:

Dimensions and Properties of Drilled Shaft (Bored Pile):

Length of Section = 38.500000 ft

Shaft Diameter	=	84.000000 in
Concrete Cover Thickness (to edge of long. rebar)	=	3.625000 in
Number of Reinforcing Bars	=	38 bars
Yield Stress of Reinforcing Bars	=	60000. psi
Modulus of Elasticity of Reinforcing Bars	=	29000000. psi
Gross Area of Shaft	=	5542. sq. in.
Total Area of Reinforcing Steel	=	48.137211 sq. in.
Area Ratio of Steel Reinforcement	=	0.87 percent
Edge-to-Edge Bar Spacing	=	4.963089 in
Maximum Concrete Aggregate Size	=	0.750000 in
Ratio of Bar Spacing to Aggregate Size	=	6.62
Offset of Center of Rebar Cage from Center of Pile	=	0.0000 in

Axial Structural Capacities:

Nom. Axial Structural Capacity = $0.85 F_c A_c + F_y A_s$	=	23901.376 kips
Tensile Load for Cracking of Concrete	=	-2579.712 kips
Nominal Axial Tensile Capacity	=	-2888.233 kips

Reinforcing Bar Dimensions and Positions Used in Computations:

Bar Number	Bar Diam. inches	Bar Area sq. in.	X inches	Y inches
-----	-----	-----	-----	-----
1	1.270000	1.266769	37.740000	0.000000
2	1.270000	1.266769	37.225276	6.211800
3	1.270000	1.266769	35.695143	12.254158
4	1.270000	1.266769	33.191339	17.962255
5	1.270000	1.266769	29.782163	23.180388
6	1.270000	1.266769	25.560607	27.766220
7	1.270000	1.266769	20.641823	31.594663
8	1.270000	1.266769	15.159985	34.561285
9	1.270000	1.266769	9.264622	36.585166
10	1.270000	1.266769	3.116544	37.611099
11	1.270000	1.266769	-3.116544	37.611099
12	1.270000	1.266769	-9.264622	36.585166
13	1.270000	1.266769	-15.159985	34.561285
14	1.270000	1.266769	-20.641823	31.594663
15	1.270000	1.266769	-25.560607	27.766220
16	1.270000	1.266769	-29.782163	23.180388
17	1.270000	1.266769	-33.191339	17.962255
18	1.270000	1.266769	-35.695143	12.254158
19	1.270000	1.266769	-37.225276	6.211800
20	1.270000	1.266769	-37.740000	0.000000
21	1.270000	1.266769	-37.225276	-6.211800
22	1.270000	1.266769	-35.695143	-12.254158
23	1.270000	1.266769	-33.191339	-17.962255
24	1.270000	1.266769	-29.782163	-23.180388
25	1.270000	1.266769	-25.560607	-27.766220
26	1.270000	1.266769	-20.641823	-31.594663
27	1.270000	1.266769	-15.159985	-34.561285
28	1.270000	1.266769	-9.264622	-36.585166
29	1.270000	1.266769	-3.116544	-37.611099
30	1.270000	1.266769	3.116544	-37.611099
31	1.270000	1.266769	9.264622	-36.585166
32	1.270000	1.266769	15.159985	-34.561285
33	1.270000	1.266769	20.641823	-31.594663
34	1.270000	1.266769	25.560607	-27.766220
35	1.270000	1.266769	29.782163	-23.180388

36	1.270000	1.266769	33.191339	-17.962255
37	1.270000	1.266769	35.695143	-12.254158
38	1.270000	1.266769	37.225276	-6.211800

NOTE: The positions of the above rebars were computed by LPile

Minimum spacing between any two bars not equal to zero = 4.963 inches
between bars 32 and 33.

Ratio of bar spacing to maximum aggregate size = 6.62

Concrete Properties:

Compressive Strength of Concrete	=	4500. psi
Modulus of Elasticity of Concrete	=	3823676. psi
Modulus of Rupture of Concrete	=	-503.115295 psi
Compression Strain at Peak Stress	=	0.002001
Tensile Strain at Fracture of Concrete	=	-0.0001152
Maximum Coarse Aggregate Size	=	0.750000 in

Number of Axial Thrust Force Values Determined from Pile-head Loadings = 2

Number	Axial Thrust Force kips
-----	-----
1	58.643
2	94.097

Summary of Results for Nominal Moment Capacity for Section 1

Moment values interpolated at maximum compressive strain = 0.003
or maximum developed moment if pile fails at smaller strains.

Load No.	Axial Thrust kips	Nominal Mom. Cap. in-kip	Max. Comp. Strain
-----	-----	-----	-----
1	58.643	102713.680	0.00300000
2	94.097	103791.767	0.00300000

Note that the values of moment capacity in the table above are not
factored by a strength reduction factor (phi-factor).

In ACI 318, the value of the strength reduction factor depends on whether
the transverse reinforcing steel bars are tied hoops (0.65) or spirals (0.75).

The above values should be multiplied by the appropriate strength reduction
factor to compute ultimate moment capacity according to ACI 318,
or the value required by the design standard being followed.

The following table presents factored moment capacities and corresponding
bending stiffnesses computed for common resistance factor values used for
reinforced concrete sections.

Axial	Resist.	Nominal	Nominal	Ult. (Fac)	Ult. (Fac)	Bend. Stiff.
-------	---------	---------	---------	------------	------------	--------------

Load No.	Factor	Ax. Thrust kips	Moment Cap in-kips	Ax. Thrust kips	Moment Cap in-kips	at Ult Mom kip-in^2
1	0.65	58.643216	102714.	38.118090	66764.	2.0885E+09
2	0.65	94.097152	103792.	61.163149	67465.	2.1128E+09
1	0.75	58.643216	102714.	43.982412	77035.	2.0129E+09
2	0.75	94.097152	103792.	70.572864	77844.	2.0370E+09
1	0.90	58.643216	102714.	52.778894	92442.	1.3401E+09
2	0.90	94.097152	103792.	84.687437	93413.	1.3583E+09

Summary of Pile-head Responses for Conventional Analyses

Definitions of Pile-head Loading Conditions:

Load Type 1: Load 1 = Shear, V, lbs, and Load 2 = Moment, M, in-lbs
Load Type 2: Load 1 = Shear, V, lbs, and Load 2 = Slope, S, radians
Load Type 3: Load 1 = Shear, V, lbs, and Load 2 = Rot. Stiffness, R, in-lbs/rad.
Load Type 4: Load 1 = Top Deflection, y, inches, and Load 2 = Moment, M, in-lbs
Load Type 5: Load 1 = Top Deflection, y, inches, and Load 2 = Slope, S, radians

Load Case No.	Load Type 1	Pile-head Load 1	Load Type 2	Pile-head Load 2	Axial Loading lbs	Pile-head Deflection inches	Pile-head Rotation radians	Max Shear in Pile lbs	Max Moment in Pile in-lbs
1	V, lb	85896.	M, in-lb	9.84E+07	94097.	19.6421	-0.08174	-482018.	1.02E+08
2	V, lb	18864.	M, in-lb	2.15E+07	58643.	0.08257	-5.44E-04	-97887.	2.21E+07

Maximum pile-head deflection = 19.6420646061 inches
Maximum pile-head rotation = -0.0817445446 radians = -4.683617 deg.

The analysis ended normally.

IBC 1807.3.2.1

Moment (ft·k)	6,152.59	
Shear (k)	64.42	
Caisson diameter (ft)	7	
Caisson height above ground (ft)	0.5	
Caisson height below ground (ft)	31	
Lateral soil pressure (lb/ft ²)	300.00	
Ground to application of force, h (ft)	96.00	
Applied lateral force, P (lb)	64,422	
Lateral soil bearing pressure, S ₁ (lb/ft)	3,100.00	
Diameter, b (ft)	7	
A	6.95	$= (2.34P)/(S_1 b)$
Minimum depth of embedment, d (ft)	30.66	$= 0.5A[1 + (1 + (4.36h / A))^{1/2}]$

MAT FOUNDATION DESIGN BY SABRE INDUSTRIES

125' Monopine VOGUE TOWERS Lanton, TN (25-4001-JDS) 03/10/25 ARH

Overall Loads:

Factored Moment (ft-kips)	6152.59
Factored Axial (kips)	70.57
Factored Shear (kips)	64.42
Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	28.5
Thickness of Mat (ft)	2
Depth to Bottom of Slab (ft)	6
Quantity of Bolts in Bolt Circle	22
Bolt Circle Diameter (in)	60.5
Effective Anchor	
Bolt Embedment (in)	66.5
Diameter of Pier (ft)	7
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4
Quantity of Bars in Mat	41
Bar Diameter in Mat (in)	1.27
Area of Bars in Mat (in ²)	51.94
Spacing of Bars in Mat (in)	8.37
Quantity of Bars Pier	42
Bar Diameter in Pier (in)	1.128
Tie Bar Diameter in Pier (in)	0.625
Spacing of Ties (in)	4
Area of Bars in Pier (in ²)	41.97
Spacing of Bars in Pier (in)	5.66
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15

Volume of Concrete (yd³) 66.58**Two-Way Shear Action:**

Average d (in)	19.73
ϕv_c (ksi)	0.201
$\phi v_c = \phi(2 + 4/\beta_c)f_c^{1/2}$	0.302
$\phi v_c = \phi(\alpha_s d/b_o + 2)f_c^{1/2}$	0.206
$\phi v_c = \phi 4f_c^{1/2}$	0.201
Shear perimeter, b_o (in)	376.69
β_c	1

One-Way Shear:

ϕV_c (kips)	679.0
-------------------	-------

Stability:

Overturning Design Strength (ft-k)	8578.9
------------------------------------	--------

Max. Net Bearing Press. (ksf)	3.52
-------------------------------	------

Allowable Bearing Pressure (ksf)	2.50
Safety Factor	2.00
Ultimate Bearing Pressure (ksf)	5.00
Bearing Φ_s	0.75

Minimum Pier Diameter (ft)	7.00
Equivalent Square b (ft)	6.20
Square Pier? (Y/N)	N

Recommended Spacing (in)	5 to 12
--------------------------	---------

Minimum Pier A_s (in ²)	27.71
Recommended Spacing (in)	5 to 12

v_u (ksi)	0.141
-------------	-------

J (in ³)	1.111E+07
c + d (in)	94.17
0.40M _{sc} (ft-kips)	2577.0

V_u (kips)	418.8
--------------	-------

Total Applied M (ft-k)	6571.3
------------------------	--------

Pier-Slab Transfer by Flexure:

b_{slab} (ft)	13.00		
ϕM_n (ft-kips)	3952.8	$0.60M_{sc}$ (ft-kips)	3865.5

Pier Design:

ϕV_n (kips)	1035.5	V_u (kips)	64.4
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c{}^{1/2} b_w d$	571.6		
V_s (kips)	618.5	*** $V_s \max = 4 f'_c{}^{1/2} b_w d$ (kips)	1514.7
Maximum Spacing (in)	8.71	(Only if Shear Ties are Required)	
Actual Hook Development (in)	18.46	Req'd Hook Development l_{dh} (in) - Tension	14.12
		Req'd Hook Development l_{dc} (in) - Compression	15.23

Flexure in Slab:

ϕM_n (ft-kips)	4332.9	M_u (ft-kips)	3295.8
a (in)	2.38		
Steel Ratio	0.00770		
β_1	0.825		
Maximum Steel Ratio (ρ_t)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	126.00	Required Development in Pad (in)	34.08

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Interaction Diagram	1
Two-Way Shear Action	1
One-Way Shear Action	1
Overtaking	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Hook Development	1
Anchor Bolt Pullout	1
Anchor Bolt Punching Shear	1

BK/PG:R3041/488-494

25000439

7 PGS : LEASE

BECKY BUCHANAN 343406 - 25000439

01/13/2025 - 08:58 AM

VALUE

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 35.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 37.00

STATE of TENNESSEE, MAURY COUNTY

JOHN FLEMING

REGISTER OF DEEDS

(Above 3" Space for Recorder's Use Only)

Prepared by and Return to:

Vogue Towers II, LLC
430 Chestnut Street, Suite 101-B
Chattanooga, TN 37402
ATTN: Pat Troxell-Tant

Tenant Site Reference: TN-50001

Parcel Reference: 060051007010002023

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease (the "**Memorandum**") evidences an Option and Lease Agreement (the "**Lease**") between **Christ Our Savior Evangelical Lutheran Church a/k/a Christ Our Savior Lutheran Church** ("**Landlord**"), whose address is 2494 Nashville Highway, Columbia, TN 38401 (the "**Landlord**"), and **Vogue Towers II, LLC**, a Delaware limited liability company, whose mailing address is 1000 Corporate Centre Drive, Suite 130, Franklin, TN 37067 (the "**Tenant**"), dated the 26 day of JULY, 2024 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of one (1) year from the Effective Date and may be renewed by Tenant for an additional one (1) year period.

Landlord ratifies, restates, and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with seven (7) renewal option(s) of an additional five (5) years each, and further provides:

1. The Lease may be assigned by Landlord only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;
3. This Memorandum is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions, or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions

of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE as of the date last signed by a party hereto.

LANDLORD:

**Christ Our Savior Evangelical Lutheran Church
a/k/a Christ Our Savior Lutheran Church**

By: *[Signature]*
Name: John P. Fowler

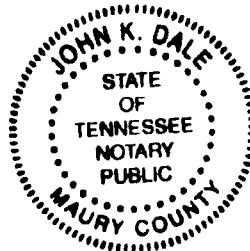
**STATE OF TENNESSEE
COUNTY OF _____**

I, John K. Dale, a Notary Public of Maury County, Tennessee, certify that John P. Fowler personally came before me this day and acknowledged that he/she is the President of **Christ Our Savior Evangelical Lutheran Church a/k/a Christ Our Savior Lutheran Church**, a Tennessee Nonprofit Corporation, and that he/she, as said President, being authorized to do so, executed the foregoing instrument on behalf of said Nonprofit Corporation.

WITNESS my hand and official seal this 21st day of July, 2024.

[Signature]
Notary Public

My Commission Expires:
10/19/2027



[Tenant's Signature Page to Memorandum of Option to Lease]

TENANT:

VOGUE TOWERS II, LLC

By: Pat Troxell-Tant

Name: Pat Troxell-Tant

Title: President of Development

STATE OF TENNESSEE
COUNTY OF HAMILTON

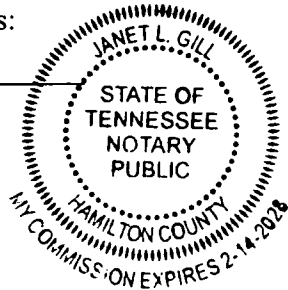
I, Janet L. Gill, a Notary Public of Hamilton County, Tennessee, certify that **PAT TROXELL-TANT**, personally came before me this day and acknowledged that she is the **PRESIDENT OF DEVELOPMENT** of **VOGUE TOWERS II, LLC**, a Delaware limited liability company, and that she, as such **PRESIDENT OF DEVELOPMENT**, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official seal this 24 day of July, 2024.

Janet L. Gill
Notary Public

My Commission Expires:

2-14-28

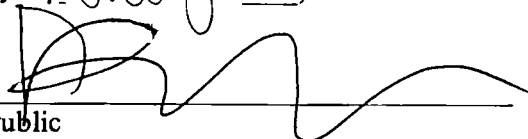


By: 
Name: Scott Riggs
Title: Chief Operating Officer

**STATE OF TENNESSEE
COUNTY OF WILLIAMSON**

I, Ruth Duggar, a Notary Public of Williamson County, Tennessee, certify that **SCOTT RIGGS** personally came before me this day and acknowledged that he is the **CHIEF OPERATING OFFICER** of **VOGUE TOWERS II, LLC**, a Delaware limited liability company, and that he, as said **CHIEF OPERATING OFFICER**, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official seal this 26th day of July, 2024.


Notary Public

My Commission Expires:

9/28/26

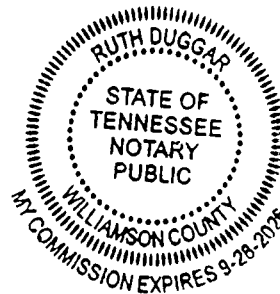


EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

Being a Tract of land located in Maury County, Tennessee, and being bounded on the West by U.S. Highway 31, North and East by Edward P. Foster as of record in Deed Book 643, page 570 and South by William Hunt, Trustee as of record in Deed Book 851, page 76 and 851, page 84, from whose property this tract is taken and being more particularly described as follows:

Beginning at an iron rod in the East margin of U.S. Highway 31, the southwest corner of the herein described tract; thence with margin of said road along a curve to the left having a radius of 10817.75 feet for a distance of 200.00 feet (chord North 27degrees 51 minutes 36 seconds East 200.00 feet) to an iron rod; thence leaving said highway with Edward P. Foster as of record in Deed Book 643, Page 570 South 82 degrees 53 minutes 57 seconds East 703.08 feet to an iron rod; thence with same South 7 degrees 12 minutes 24 seconds West 218.23 feet to an iron rod; thence with same South 34 degrees 37 minutes 37 seconds East 243.00 feet to an iron rod; thence with William Hunt, Trustee as of record in Deed Book 851, page 76 and 851, page 84 from whose property this tract is taken North 70 degrees 05 minutes 41 seconds West 959.16 feet to the beginning containing 5.00 acres more or less by survey of W.A. Richardson, Jr., (RLS #689), 403 Oakwood Drive, Columbia, TN 38401, January 18, 1993.

Less and except Deed recorded in Book R2072, Page 1244, in the Register's Office for Maury County, Tennessee.

Being the same property conveyed to Christ Our Savior Evangelical Luthern Church by Warranty Deed from William L. Hunt, Trustee for the Edgar J. Doyle Trust and the Lester Hill Doyle Trust of record in Book 1174, page 310, Register's Office for Maury County, Tennessee, dated March 01, 1993 and recorded on March 02, 1993, Correction Deed recorded in Book 1195, Page 444, said Register's Office.

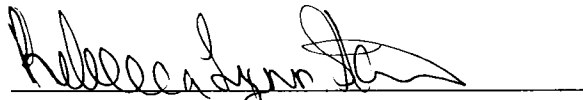
CERTIFICATE OF AUTHENTICITY

I, Kirby W. Yost, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on July 26, 2024 (date of document).

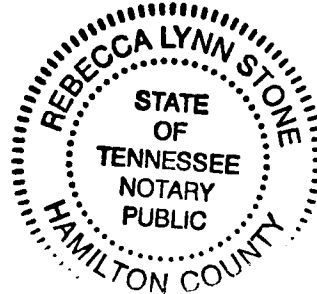

Kirby W. Yost, Affiant Signature
Dated: January 8, 2025

STATE OF TENNESSEE
COUNTY OF HAMILTON

Sworn and subscribed before me this 8th day of January, 2025


Rebecca Lynn Stone, Notary Signature

My Commission Expires: 01/17/2027



MAURY ALLIANCE QUARTERLY UPDATE

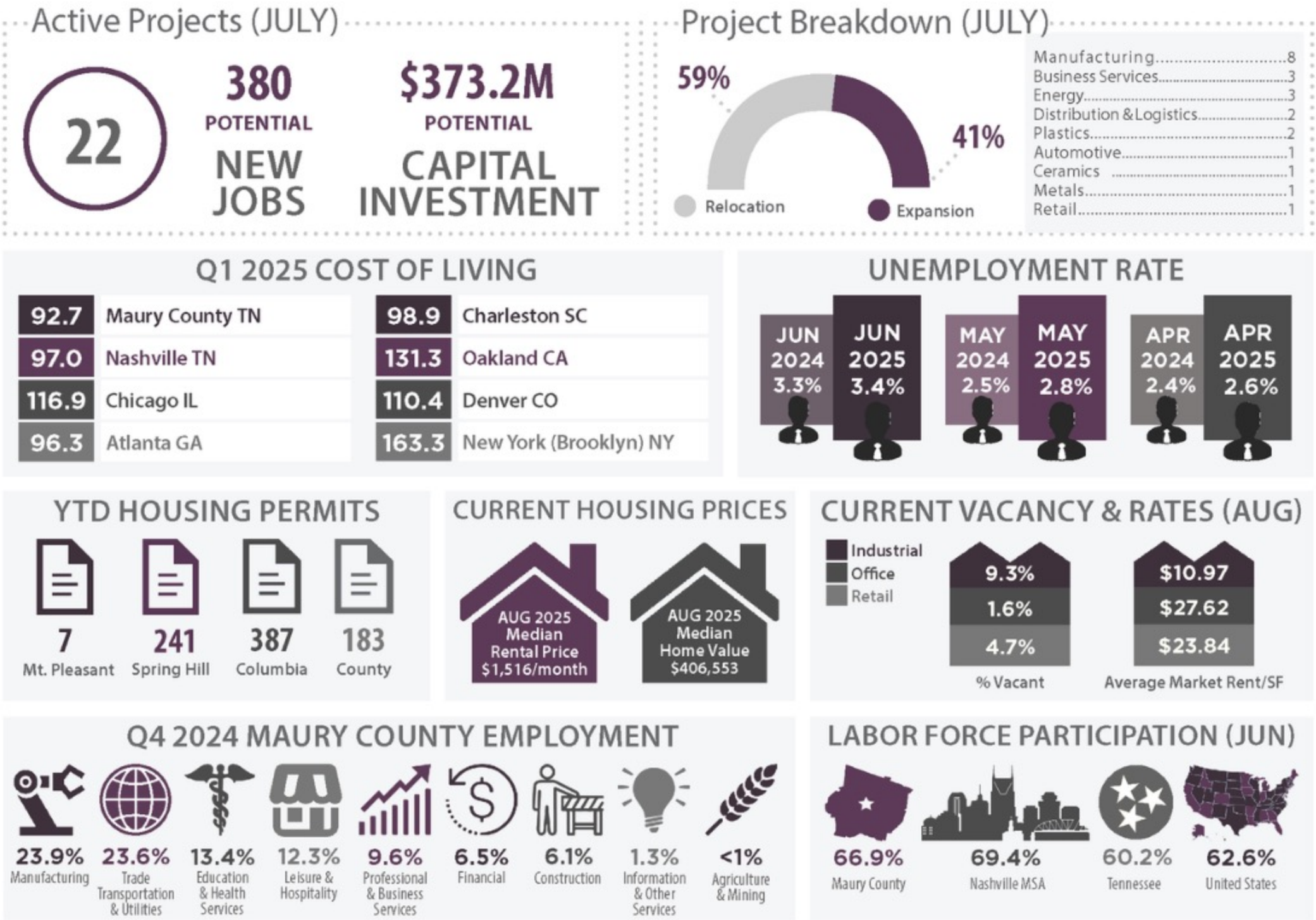
COLUMBIA CITY COUNCIL
AUGUST 2025



Columbia | Mt. Pleasant | Spring Hill
MAURY COUNTY
Chamber & Economic Alliance



ECONOMIC DEVELOPMENT DASHBOARD - AUGUST 2025



2025 KPI REPORT | OVERVIEW



Economic Development MAURY COUNTY KPIs

	POPULATION		↑	Y-Y CHANGE	2.4%
	113,411		↑	5-YEAR CHANGE	17.7%
	Source: US Census, Annual Estimates (2024)		↑	10-YEAR CHANGE	32.8%

	AVG ANNUAL INCOME		↑	Y-Y CHANGE	7.1%
	\$60,831		↑	5-YEAR CHANGE	30.4%
	Source: US Bureau of Labor Statistics, QCEW		↑	10-YEAR CHANGE	52.0%

	MEDIAN HOUSEHOLD INCOME		↑	Y-Y CHANGE	3.7%
	\$74,162		↑	5-YEAR CHANGE	36.7%
	Source: US Census, ACS		↑	10-YEAR CHANGE	63.6%

	RETAIL SALES		↑	Y-Y CHANGE	5.2%
	\$2,136,666,980		↑	5-YEAR CHANGE	37.5%
	Source: Tennessee Department of Revenue		↑	10-YEAR CHANGE	85.3%

	TOTAL ASSESSED VALUE		↑	Y-Y CHANGE	7.5%
	\$4,514,197,587		↑	5-YEAR CHANGE	80.3%
	Source: Maury County Property Assessor (2024)		-	10-YEAR CHANGE	N/A

	REAL GDP		↑	Y-Y CHANGE	6.3%
	\$5,380,793,000		↑	5-YEAR CHANGE	33.9%
	Source: US Census, Bureau of Economic Analysis		↑	10-YEAR CHANGE	75.8%

	CIVILIAN LABOR FORCE		↑	Y-Y CHANGE	2.7%
	82,478		↑	5-YEAR CHANGE	16.4%
	Source: US Census, ACS		↑	10-YEAR CHANGE	30.9%

	ANNUAL UNEMPLOYMENT RATE		↑	Y-Y CHANGE	0.4%
	3.1%		-	5-YEAR CHANGE	0.0%
	Source: US Bureau of Labor Statistics, LAUS (2024)		↓	10-YEAR CHANGE	-2.8%

	LABOR FORCE PARTICIPATION		↑	Y-Y CHANGE	0.4%
	65.2%		-	5-YEAR CHANGE	0.0%
	Source: US Census, ACS		↑	10-YEAR CHANGE	0.3%

	HIGH SCHOOL GRADUATION RATE		↑	Y-Y CHANGE	3.1%
	92.1%		↑	5-YEAR CHANGE	3.9%
	Source: TN Department of Education (2024)		↑	10-YEAR CHANGE	5.1%

	AVERAGE ACT SCORE		↓	Y-Y CHANGE	-2.8%
	17.4		↓	5-YEAR CHANGE	-11.2%
	Source: TN Department of Education (2024)		↓	10-YEAR CHANGE	-7.9%

	CTE CONCENTRATORS RATE		↓	Y-Y CHANGE	-6.8%
	74.0%		↑	5-YEAR CHANGE	34.8%
	Source: TN Department of Education		-	10-YEAR CHANGE	N/A

	ASSOCIATES DEGREE OR HIGHER		↑	Y-Y CHANGE	0.1%
	36.6%		↑	5-YEAR CHANGE	4.7%
	Source: US Census, ACS		↑	10-YEAR CHANGE	11.6%

Updated APR 2025 - all numbers reflect 2023 data except where indicated.

Created to move beyond traditional economic development metrics such as job creation and capital investment, and provide a comprehensive snapshot of Maury County's economic health and momentum by answering three key questions:

Is Maury County growing?

Is Maury County growing wealthier?

Is Maury County developing the talent necessary to remain competitive?

2025 KPI REPORT | MEDIAN HOUSEHOLD INCOME



\$74,162

2023 MEDIAN HOUSEHOLD INCOME

36.7% INCREASE FROM 2018-2023

US CENSUS, ACS

QUARTERLY UPDATE | AUGUST 2025



2025 KPI REPORT | RETAIL SALES



\$2,136,666,980

2023 MAURY COUNTY RETAIL SALES

85.3% INCREASE FROM 2013-2023

2025 KPI REPORT | CIVILIAN LABOR FORCE



82,478

2023 MAURY COUNTY CIVILIAN LABOR FORCE

4 TIMES THE US GROWTH RATE FROM 2018-2023

US CENSUS, ACS

QUARTERLY UPDATE | AUGUST 2025



2025 KPI REPORT | NASHVILLE MSA & STATE COMPARISON



**Maury County Outperformed the Nashville MSA and the State of Tennessee in:
(Past Five Years of Most Recently Available Data)**

Population Growth
Average Annual Income Increase
Median Household Income Increase
Real GDP Growth
Civilian Labor Force Growth

RECENT NEWS: GM & ULTIUM CELLS



ultium  cells

VISIT UPDATE: CONSUL GENERAL OF JAPAN



Maury Alliance had the honor of welcoming Consul General Watanabe from the Consulate-General of Japan in Nashville to Maury County.

His visit included meeting with local Japanese-owned companies—Fuel Total Systems and Prinova, and our Economic Development team.

July 10, 2025 - 5:30 PM

REGULAR MEETING

CALL TO ORDER/ROLL CALL

Vice Mayor McBroom called the meeting to order, pursuant to proper public notice having been given. Present were Council Member DaVena Hardison, Council Member Charlie Huffman, Council Member Cheryl Secrest, Council Member Kenny Marshall, Council Member Brian McKelvy, Vice Mayor Randy McBroom, City Manager Tony Massey, City Attorney Jake Hubbell, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez. Mayor Chaz Molder was absent.

Vice Mayor McBroom advised that the visitation for Mayor Molder's mother was held today and he asked the family be kept in everyone's prayers.

INVOCATION BY KEVIN MARSTON OF RIVERSIDE UMC

PLEDGE OF ALLEGIANCE

Council Member Secrest led the Pledge of Allegiance.

APPROVAL OF AGENDA

Council Member McKelvy moved to approve the agenda with item 10.2, Ordinance No. 4550 being removed from the agenda per the request of the developer. Council Member Marshall seconded the motion.

All Council Members present voted aye.

PRESENTATIONS

Item 5.1. - **PRESENTATION OF A PROCLAMATION FOR PARKS AND RECREATION MONTH.**

Vice Mayor McBroom and Council met in the well to read and present Parks Director Mack Reagan with a Parks and Recreation Month Proclamation. Director Reagan thanked his fellow departments, and said it is an honor for staff to represent the City.

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE MINUTES OF THE JUNE 12, 2025, CITY COUNCIL MEETING.**

Council Member McKelvy moved to approve the June 12, 2025, City Council Meeting Minutes with an amendment that reflects Council Member McKelvy abstaining for the vote on Item 7.18 - Approve the bid award and authorize the Mayor to sign the contract with City Green Services for mowing services for Public Works and Parks and Recreation in the amount of \$9,250 per occurrence. Council Member Marshall seconded the motion.

July 10, 2025 - 5:30 PM

All Council Members present voted aye.

Item 6.2. - APPROVE THE MAYOR'S REAPPOINTMENT OF TRENT OGILVIE TO THE BOARD OF PUBLIC UTILITIES FOR A FOUR-YEAR TERM THAT BEGINS ON JULY 1, 2025 AND EXPIRES ON JULY 1, 2029.

Council Member Marshall moved to approve the reappointment of Trent Ogilvie to the Board of Public Utilities for a four-year term that begins on July 1, 2025, and expires on July 1, 2029. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 6.3. - APPROVE THE RETIREMENT BENEFITS FOR MARC JETT, CODE ENFORCEMENT OFFICER, DEVELOPMENT SERVICES

Council Member McKelvy moved to approve the retirement benefits for Marc Jett. Council Member Hardison seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

Council Member McKelvy moved to approve the consent agenda. Council Member Marshall seconded the motion.

All Council Members present voted aye and the following items were approved:

Item 7.1. - APPROVE DISBURSEMENTS FOR THE MONTH OF MAY 2025 IN THE AMOUNT OF \$9,001,310.77

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

Item 7.3. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE HARDWARE MAINTENANCE AGREEMENT WITH LOCAL GOVERNMENT CORPORATION FOR ANNUAL SOFTWARE SUPPORT AND MAINTENANCE IN THE AMOUNT OF \$65,926 FOR DATAQUEST AND NEXTGEN SOFTWARE AND DOCUMENT MANAGEMENT

Item 7.4. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE SOFTWARE LICENSING AGREEMENT WITH ESKILL IN THE AMOUNT OF \$5,300 TO PROVIDE VALID AND RELIABLE TESTING FOR PRE-EMPLOYMENT AND SKILLS GAP TESTING

Item 7.5. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE HONOR MARTIAL ARTS FOR THE 2025 SEASON

July 10, 2025 - 5:30 PM

Item 7.6. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA FC CORPORATION - WARDS 1 AND 4

Item 7.7. - APPROVE THE PURCHASE OF A CAT 305 MINI EXCAVATOR IN THE AMOUNT OF \$143,632.09 FROM THOMPSON MACHINERY USING STATE OF TN CONTRACT #72878

Item 7.8. - APPROVE PURCHASE AND INSTALLATION FROM DH PACE FOR BAY DOORS IN THE PUBLIC WORKS VEHICLE MAINTENANCE SHOP AREA UTILIZING GSA CONTRACT #47QSWA20D002B IN THE AMOUNT OF \$129,843

Item 7.9. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN SAMSARA AND THE CITY OF COLUMBIA FOR A 36-MONTH LICENSE UTILIZING STATE WIDE CONTRACT #71019 IN THE AMOUNT OF \$5,493.60

Item 7.10. - APPROVE UPGRADE OF TRAFFIC DETECTION TO RADAR DETECTION UTILIZING WAVETRONIX AS A SOLE SOURCE PROVIDER IN THE AMOUNT OF \$177,600

Item 7.11. - APPROVE UNITED WASTE HAULERS PRICE INCREASE FOR DISPOSAL OF BULKY ITEMS AND TRASH WITH AN ESTIMATED COST OF \$100,000

Item 7.12. - APPROVE THE PURCHASE OF AN 8-YARD REAR LOAD GARBAGE TRUCK FROM MUNICIPAL EQUIPMENT IN THE AMOUNT OF \$144,371.79 USING SOURCEWELL CONTRACT #110223-NWY

Item 7.13. - APPROVE THE PURCHASE OF A 20-YARD REAR LOAD GARBAGE TRUCK FROM MUNICIPAL EQUIPMENT IN THE AMOUNT OF \$217,894 USING SOURCEWELL CONTRACT #110223-NWY

Item 7.14. - APPROVE THE EXPENDITURE OF THE CONTRIBUTION IN AID TO CPWS FOR THE POWER LINE UPGRADE FOR THE NEW WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$139,250

Item 7.15. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AMENDMENT NO. 3 WITH TDOT FOR AGREEMENT NO. 200035, IRON BRIDGE ROAD, BRIDGE OVER LYTLE CREEK, LM 1.300 PIN. 130092.00

Item 7.16. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN AMENDMENT NO. 4 TO THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT)

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CONTRACT FOR IMPROVEMENTS AT AND AROUND THE INTERSECTION OF SR-6 (NASHVILLE HIGHWAY) AND SR-99 (BEAR CREEK PIKE) PIN 125912.00 - WARD 5

Item 7.17. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS IN THE AMOUNT OF \$8,270 FOR ADVERTISING IN THE 2026 LIVABILITY TN ECONOMIC DEVELOPMENT MAGAZINE**

Item 7.18. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND AUSTIN & COLIN CREATORS IN THE AMOUNT OF \$7,500 TO PRODUCE A 'WELCOME TO COLUMBIA' SOCIAL MEDIA VIDEO**

ADMINISTRATION

Item 8.1. - **APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND KEEP MAURY BEAUTIFUL IN THE AMOUNT OF \$8,000**

Council Member Marshall moved to approve Item 8.1 - the contractual agreement between the City of Columbia and Keep Maury Beautiful in the amount of \$8,000. Council Member Hardison seconded the motion.

All Council Members present voted aye.

Item 8.2. - **APPROVE THE CONTRACTUAL AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE CITY OF COLUMBIA AND MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE IN THE AMOUNT OF \$140,000**

Council Member McKelvy moved to approve Item 8.2 - the contractual agreement for Economic Development Services between the City of Columbia and Maury County Chamber and Economic Alliance in the amount of \$140,000. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 8.3. - **APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND MAURY COUNTY REGIONAL AIRPORT AUTHORITY IN THE AMOUNT OF \$10,000**

Council Member McKelvy moved to approve Item 8.3 - the contractual agreement between the City of Columbia and Maury County Regional Airport Authority in the amount of \$10,000. Council Member Marshall seconded the motion.

All Council Members present voted aye.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 10, 2025 - 5:30 PM

Item 8.4. - APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND MAURY COUNTY SENIOR CITIZENS CENTER, INC. IN THE AMOUNT OF \$58,000

Council Member Marshall moved to approve Item 8.4 - the contractual agreement between the City of Columbia and Maury County Senior Citizens Center, Inc., in the amount of \$58,000 . Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 8.5. - APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND TENNESSEE REHABILITATION CENTER AT COLUMBIA IN THE AMOUNT OF \$17,000

Council Member McKelvy moved to approve Item 8.5 - the contractual agreement between the City of Columbia and Tennessee Rehabilitation Center at Columbia in the amount of \$17,000. Council Member Marshall seconded the motion.

All Council Members present voted aye.

RESOLUTIONS

Item 9.1. - RESOLUTION NO. 25-38 - A RESOLUTION TO AUTHORIZE ADDITIONAL FUNDING FOR THE STATE OF TENNESSEE "SMALL CITIES" COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - IMMINENT THREAT IN THE AMOUNT NOT TO EXCEED \$550,000

Council Member McKelvy moved to approve Resolution No. 25-38. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.2. - RESOLUTION NOS. 25-43 THROUGH 25-53 - RESOLUTIONS AUTHORIZING APPROPRIATIONS FOR FINANCIAL AID TO NON-PROFIT ORGANIZATIONS WHOSE SERVICES BENEFIT THE GENERAL WELFARE OF THE RESIDENTS OF THE CITY OF COLUMBIA IN ACCORDANCE WITH TCA SECTION 6-54-111

Vice Mayor read the titles of each Resolution. Council Member Huffman spoke of putting someone on the board for Resolution No. 25-28. City Manager Massey advised after the vote he would reach out to Adam Southern to get someone on the board.

Council Member McKelvy moved to approve Resolution Numbers 25-43 through 25-53. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.3. - RESOLUTION NO. 25-54 - A RESOLUTION ACCEPTING A DONATION OF A GOLDEN DOODLE CANINE VALUED AT \$5,000 TO SERVE AS AN EMOTIONAL SUPPORT ANIMAL TO FIREFIGHTERS AT COLUMBIA FIRE & RESCUE

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 10, 2025 - 5:30 PM

Vice Mayor McBroom moved to approve Resolution No. 25-54. Council Member Hardison seconded the motion.

All Council Members present voted aye.

Item 9.4. - **RESOLUTION NO. 25-55 – TAX CORRECTIONS**

Council Member Marshall moved to approve Resolution No. 25-55. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 9.5. - **RESOLUTION NO. 25-58 - A RESOLUTION ACCEPTING OWNERSHIP AND MAINTENANCE OF THE TRAFFIC SIGNAL AT NASHVILLE HIGHWAY AND COLUMBIA ROCK ROAD/ BAKER ROAD IN THE CITY OF COLUMBIA**

Council Member McKelvy moved to approve Resolution No. 25-58. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.6. - **RESOLUTION NO. 25-59 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING MCCLURE FARMS PHASE 1B**

Council Member McKelvy moved to approve Resolution No. 25-59. Council Member Marshall seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - **2ND CONSIDERATION OF ORDINANCE NO. 4549 - AN ORDINANCE TERMINATING A BLANKET UTILITY EASEMENT PARTIALLY LOCATED ON TAX MAP 51 PARCEL 058.00 AT HONEY FARM WAY AND U.S. 31/NASHVILLE HIGHWAY AND AUTHORIZE THE MAYOR TO EXECUTE ANY RELATED DOCUMENTS**

Council Member McKelvy moved to approve Ordinance No. 4549 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.2. - **1ST CONSIDERATION OF ORDINANCE NO. 4550 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-39, LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL 17.02, TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 5, GROWING CITY ECONOMY**

Item was removed at under Approval of Agenda per developer request.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 10, 2025 - 5:30 PM

Item 10.3. - 1ST CONSIDERATION OF ORDINANCE NO. 4551- AN ORDINANCE TO AMEND ORDINANCE NO. 4545, THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2025-2026 FISCAL YEAR

Council Member Huffman moved to approve Ordinance No. 4551 on first consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

Item 11.1. - APPROVE AND AUTHORIZE THE PURCHASE OF TWELVE (12) EARLY WARNING SIRENS IN THE AMOUNT OF \$525,860 FROM FEDERAL SIGNAL SAFETY AND SECURITY SYSTEMS UTILIZING THE INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH TIPS CONTRACT NO. 220105

Council Member McKelvy moved to approve Item 11.1 - authorize the purchase of twelve (12) early warning sirens in the amount of \$525,860 from Federal Signal Safety and Security Systems utilizing the intergovernmental cooperative purchasing agreement with TIPS Contract No. 220105. Council Member Marshall seconded the motion.

All Council Members present voted aye.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Council Member McKelvy moved to adjourn the meeting. Council Member Marshall seconded the motion. All members present voted aye. The meeting adjourned at 05:57 PM.

July 31, 2025

Dear Mayor, Vice Mayor, Members of Council, City Manager and Department Heads

It deeply saddens me that I am writing to inform you of my resignation as City of Columbia Councilman of Ward 1 effective August 1, 2025.

I do believe that public service is a calling. This opportunity to represent and serve our community has afforded me that honor. I am grateful to all who have supported my journey. It has been a privilege to build relationships with each of you.

I would like to recommend Demetrius Nelson to be my successor in my vacancy.
Thank you for your understanding, and I wish the entire city council continued success in efforts to serve the community.

Best regards,
DaVena Hardison



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tara Smith, Benefits Administrator, tsmith@columbiatn.gov, (931) 560-1572

AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR STEVE MASON

RECOMMENDATION: Approve.

INFORMATION: Steve Mason was employed with the City of Columbia from June 13, 2011 to April 27, 2020 and is eligible to begin drawing retirement payments effective January 1, 2025.

CERTIFICATION:

ATTACHMENTS: None

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING JUNE 30, 2025

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	3,105,467.37	669,744.76	1,679,941.74	755,780.87
Sanitation Fund	264,157.12	33,672.60	92,110.86	138,373.66
Wastewater Fund	2,588,407.12	1,668,531.66	197,386.92	722,488.54
Street & Transportation Fund				-
State Street Aid	22,474.37			22,474.37
Drug Fund	10,210.92			10,210.92
Debt Service Fund				-
Capital Projects Fund	616,140.91	18,897.14		597,243.77
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	610,861.60	18,897.14		591,964.46
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board				-
Grant Fund	18,149.97			18,149.97
	\$ 7,235,869.38	\$ 2,409,743.30	\$ 1,969,439.52	\$ 2,856,686.56

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 6/1/2025 - 6/30/2025**

POOLED CASH CHECK LISTING

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203537	6/5/2025	ACE HARDWARE	62.55
203538	6/5/2025	AQUAPHASE	429.62
203539	6/5/2025	AT&T	1,351.22
203540	6/5/2025	AT&T	49.88
203541	6/5/2025	Atmos Energy	57.72
203542	6/5/2025	Bound Tree Medical, LLC	8,657.91
203543	6/5/2025	BRAD RICKETTS	235.00
203544	6/5/2025	Break Time Services	380.00
203545	6/5/2025	CHARTER COMMUNICATIONS	1,099.00
203546	6/5/2025	CHOICE SCREENING	160.00
203547	6/5/2025	Cintas Corporation #241	1,321.51
203548	6/5/2025	Columbia Oil Company Inc	13,543.16
203549	6/5/2025	Columbia Paint & Wallcover	3.96
203550	6/5/2025	COLUMBIA POWER & WATER SYSTEMS	42.45
203551	6/5/2025	COLUMBIA POWER & WATER SYSTEMS	10,778.10
203552	6/5/2025	COMBINED INSURANCE, A CHUBB COMPANY	901.76
203553	6/5/2025	Copycats Print Services Llc	167.33
203554	6/5/2025	CUMBERLAND ESCROW - DUCK RIVER	13,384.80
203555	6/5/2025	CUMBERLAND VALLEY CONSTRUCTORS, INC	87,054.20
203556	6/5/2025	D & D Towing & Recovery	175.00
203557	6/5/2025	Annette Gerretse	62.44
203558	6/5/2025	Christopher Cummins	80.00
203559	6/5/2025	Freedom Hill Land Management	5,248.15
203560	6/5/2025	G & C SUPPLY CO INC	1,839.40
203561	6/5/2025	Heritage-Crystal Clean, LLC	486.19
203562	6/5/2025	ICM - Improved Construction Methods	1,130.00
203563	6/5/2025	ICORE Technology	375.36
203564	6/5/2025	INTERSTATE BILLING SERVICE, INC	1,196.34
203565	6/5/2025	J R Wauford & Co Cons Eng, Inc	22,500.00
203566	6/5/2025	Jennifer Dalton	329.24
203567	6/5/2025	Jim's Auto Accessories Inc	36.18
203568	6/5/2025	Jones & Lang Sporting Goods	1,269.00
203569	6/5/2025	Leaf Capital Funding LLC	668.26
203570	6/5/2025	Marshall County Solid Waste and Recycling	2,026.70
203571	6/5/2025	Maury County, TN	78,801.77
203572	6/5/2025	Mutual Of Omaha	16,614.98
203573	6/5/2025	NAFECO Inc	3,194.00
203574	6/5/2025	Needle And Grain	100.00
203575	6/5/2025	D Nickell Company LLC	131,424.39
203576	6/5/2025	Office Warehouse LLC	1,807.00
203577	6/5/2025	PROCARE PBM	54,754.69
203578	6/5/2025	Public Entity Partners	29,231.68
203579	6/5/2025	James R. Pratt	1.20

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 6/1/2025 - 6/30/2025**

POOLED CASH CHECK LISTING

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203580	6/5/2025	Melody Webster	15.00
203581	6/5/2025	Sarah Sanders	13.40
203582	6/5/2025	Sarah T or Travis R Groth	3.30
203583	6/5/2025	Tracie A Gillis	7.00
203584	6/5/2025	Robert J Young Company LLC	33.00
203585	6/5/2025	SRM Concrete	2,132.00
203586	6/5/2025	State Of TN Attn: Lily White	133.00
203587	6/5/2025	State Of TN Dept Of Revenue	19.00
203588	6/5/2025	Sun Life Financial	40,058.01
203589	6/5/2025	Swift Repairs	9,156.09
203590	6/5/2025	Tn Dept Of Revenue	421.06
203591	6/5/2025	TN Dept Of Safety	23.75
203592	6/5/2025	United Waste Haulers Of TN LLC	1,704.70
203593	6/5/2025	Verizon	3,502.22
203594	6/5/2025	VERIZON CONNECT	322.15
203595	6/5/2025	Verizon Wireless 04	3,275.88
203596	6/5/2025	Volkert Inc	8,700.00
203597	6/5/2025	Vulcan Materials Co	1,125.19
203598	6/5/2025	W W Grainger Inc	1,301.40
203599	6/5/2025	Wells Fargo Financial Leasing, Inc	268.51
203600	6/5/2025	Whitney Herrington	2,000.00
203601	6/5/2025	WILLIAM ALLEN JOHNSON	235.00
203602	6/5/2025	WOODSHOP CUSTOM	1,900.00
203603	6/12/2025	ACE HARDWARE	77.61
203604	6/12/2025	AMER FAMILY LIFE ASSURANCE	40.30
203605	6/12/2025	ALEXANDER HENSLEY	52.25
203606	6/12/2025	ANTHEM SPORTS, LLC	543.48
203607	6/12/2025	Atlantic Pools & Spas	22,144.57
203608	6/12/2025	Atmos Energy	384.60
203609	6/12/2025	Better Business Solutions	1,213.94
203610	6/12/2025	Bound Tree Medical, LLC	3,596.50
203611	6/12/2025	BRAYDEN CHRISTOPHER MATHEWS	3,978.00
203612	6/12/2025	Break Time Services	260.00
203613	6/12/2025	BRINDLEY CO	139,725.95
203614	6/12/2025	Cintas Corporation #241	2,101.98
203615	6/12/2025	CITY OF COL & BRINDLEY CO	7,354.00
203616	6/12/2025	Columbia Firefighter Assn	427.50
203617	6/12/2025	Columbia Oil Company Inc	19,329.14
203618	6/12/2025	COLUMBIA POWER & WATER SYSTEMS	51,944.55
203619	6/12/2025	COLUMBIA POWER & WATER SYSTEMS	152.38
203620	6/12/2025	COLUMBIA POWER & WATER SYSTEMS	5,879.51
203621	6/12/2025	COLUMBIA POWER & WATER SYSTEMS	125.93
203622	6/12/2025	COLUMBIA POWER & WATER SYSTEMS	766.39

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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203623	6/12/2025	COLUMBIA POWER & WATER SYSTEMS	2,377.38
203624	6/12/2025	COLUMBIA POWER & WATER SYSTEMS	47,139.49
203625	6/12/2025	COLUMBIA POWER & WATER SYSTEMS	1,353.93
203626	6/12/2025	COLUMBIA POWER & WATER SYSTEMS	1,307.82
203627	6/12/2025	COLUMBIA POWER & WATER SYSTEMS	1,051.35
203628	6/12/2025	Consolidated Pipe & Supply	3,754.20
203629	6/12/2025	Copycats Print Services Llc	65.00
203630	6/12/2025	CPWS - Broadband	1,018.06
203631	6/12/2025	D & D Towing & Recovery	175.00
203632	6/12/2025	Defense Technology LLC	1,480.33
203633	6/12/2025	Dell Marketing L P	530.44
203634	6/12/2025	Dominion Window Washing	40.00
203635	6/12/2025	Doris Flowers & Gifts	518.08
203636	6/12/2025	Duck River Electric	3,043.90
203637	6/12/2025	ELIZABETH A. THOMSEN	150.00
203638	6/12/2025	Jim's Auto Accessories Inc	44.06
203639	6/12/2025	Jones & Lang Sporting Goods	396.00
203640	6/12/2025	KREBS KUBOTA	43.65
203641	6/12/2025	Liquidity Services Operations LLC	4,393.14
203642	6/12/2025	Maury Co United Way	662.00
203643	6/12/2025	Maury Fence Co Of Tn Inc	989.70
203644	6/12/2025	Maury Regional Medical Group	4,421.00
203645	6/12/2025	Morgan Brothers Electric Inc	594.00
203646	6/12/2025	Needle And Grain	100.00
203647	6/12/2025	PEDEN CONSTRUCTION	7,500.00
203648	6/12/2025	Reach Technologies	178.22
203649	6/12/2025	ROOF SYSTEMS, INC.	600.00
203650	6/12/2025	Safe Industries	10,282.45
203651	6/12/2025	ROTO-ROOTER PLUMBERS	474.00
203652	6/12/2025	Simple Com	42.00
203653	6/12/2025	SRM Concrete	3,544.50
203654	6/12/2025	State Systems, LLC	1,632.00
203655	6/12/2025	Stoltz Printing Co	182.00
203656	6/12/2025	STS Distribution	2,370.00
203657	6/12/2025	Sun Life Financial	40,236.51
203658	6/12/2025	Ted's Sporting Goods	149.99
203659	6/12/2025	Tennessee Electrical Inc	5,165.00
203660	6/12/2025	THE DAILY HERALD	23.58
203661	6/12/2025	TN DEPT OF LABOR & WORKFORCE D	1,300.00
203662	6/12/2025	TN Property Management	12,616.93
203663	6/12/2025	Uline	9,420.55
203664	6/12/2025	UNIFIRST FIRST AID AND SAFETY	95.47
203665	6/12/2025	Volunteer Paving LLC	188.32

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 6/1/2025 - 6/30/2025**

POOLED CASH CHECK LISTING

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203666	6/12/2025	Volunteer Welding Supply, Inc.	43.20
203667	6/12/2025	Vulcan Materials Co	1,617.40
203668	6/12/2025	W W Grainger Inc	816.75
203669	6/12/2025	Water Management Services LLC	4,932.50
203670	6/12/2025	Waypoint Analytical, LLC	76.00
203671	6/12/2025	Waypoint Business Solutions LLC	34,203.65
203672	6/12/2025	WM CORPORATE SERVICES, INC	25,121.54
203673	6/12/2025	WONDERLAND TIRE COMPANY INC	1,896.89
203674	6/12/2025	Xylem Dewatering Solutions Inc	5,551.38
203675	6/18/2025	AT&T (Fiber Optics)	726.44
203676	6/18/2025	Atmos Energy	1,091.42
203677	6/18/2025	Automation Controls Training & Consulting	1,060.00
203678	6/18/2025	B & P Ice Machines, Inc	268.72
203679	6/18/2025	BEST CLEANERS OF COLUMBIA, LLC	817.21
203680	6/18/2025	Best One Tire	5,199.13
203681	6/18/2025	Brian Adams	55.00
203682	6/18/2025	CARRIE ANN BELL	125.00
203683	6/18/2025	Cedarchem Llc	3,956.57
203684	6/18/2025	Certified Languages International	117.45
203685	6/18/2025	Cheryl Macpherson	426.00
203686	6/18/2025	Cintas Corporation #241	999.65
203687	6/18/2025	CMS Uniforms & Equipment	1,337.64
203688	6/18/2025	Columbia Kubota LLC	837.12
203689	6/18/2025	Columbia Oil Company Inc	3,998.64
203690	6/18/2025	COLUMBIA POWER & WATER SYSTEMS	12,334.32
203691	6/18/2025	COLUMBIA POWER & WATER SYSTEMS	1,655.44
203692	6/18/2025	Complete Forms Supply Co LLC	350.00
203693	6/18/2025	CovertTrack Group Inc	600.00
203694	6/18/2025	CPWS - Broadband	300.00
203695	6/18/2025	DANIEL W DAVIS	3,672.00
203696	6/18/2025	David's Lock & Key Inc	340.65
203697	6/18/2025	Dell Marketing L P	155.00
203698	6/18/2025	Fleming Sheet Metal Shop	1,200.00
203699	6/18/2025	ICM - Improved Construction Methods	679.00
203700	6/18/2025	JEFF ELLIS & ASSOCIATES, INC	255.00
203701	6/18/2025	JEREMY WAYNE LANCASTER	500.00
203702	6/18/2025	John Bouchard & Sons Co Inc	4,508.75
203703	6/18/2025	KATE FREEMAN	175.00
203704	6/18/2025	KRISTEN MEYERS	475.00
203705	6/18/2025	Landen Barber	426.00
203706	6/18/2025	MARIA CATHARINA VAN DEVENTER	125.00
203707	6/18/2025	Maury Co United Way	662.00
203708	6/18/2025	MAURY REGIONAL MEDICAL CENTER	60.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 6/1/2025 - 6/30/2025**

POOLED CASH CHECK LISTING

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203709	6/18/2025	Maury Regional Medical Center	220.00
203710	6/18/2025	MEGAN FITZGERALD	175.00
203711	6/18/2025	MELISSA RAGER-AGUIAR	225.00
203712	6/18/2025	NexAir LLC	51.73
203713	6/18/2025	Parman Energy Group LLC	450.96
203714	6/18/2025	Preventia Security	128.50
203715	6/18/2025	PROCARE PBM	45,257.59
203716	6/18/2025	Southern Duplicating of Middle Tennessee	524.19
203717	6/18/2025	SRM Concrete	1,383.00
203718	6/18/2025	United Waste Haulers Of TN LLC	1,727.89
203719	6/18/2025	VERIZON WIRELESS 00028	157.60
203720	6/18/2025	Village Roofing Company Inc	18,512.50
203721	6/18/2025	Visual Media Co LLC	600.00
203722	6/18/2025	Volkert Inc	3,491.32
203723	6/18/2025	Volunteer Paving LLC	228.80
203724	6/18/2025	Vulcan Materials Co	763.02
203725	6/18/2025	W W Grainger Inc	414.10
203726	6/18/2025	Water & Waste Equipment Inc	2,901.42
203727	6/18/2025	Freedom Hill Land Management	12,244.75
203728	6/26/2025	Atmos Energy	1,644.24
203729	6/26/2025	NEW BRAND LINEN SERVICES	1,108.70
203730	6/26/2025	Best One Tire	587.53
203731	6/26/2025	Blue Cardinal Chemical, LLC	4,017.06
203732	6/26/2025	BRADLEY ARANT BOULT CUMMINGS	594.00
203733	6/26/2025	Break Time Services	360.00
203734	6/26/2025	CARRIE ANN BELL	100.00
203735	6/26/2025	Cintas Corporation #241	1,881.15
203736	6/26/2025	Colonial Life	6,967.80
203737	6/26/2025	Colorkraft Auto Refinishers, LLC	5,757.20
203738	6/26/2025	Columbia Firefighter Assn	427.50
203739	6/26/2025	Columbia Oil Company Inc	7,295.38
203740	6/26/2025	COLUMBIA POWER & WATER SYSTEMS	17,986.95
203741	6/26/2025	COLUMBIA POWER & WATER SYSTEMS	2,538.66
203742	6/26/2025	COLUMBIA POWER & WATER SYSTEMS	849.22
203743	6/26/2025	COLUMBIA POWER & WATER SYSTEMS	1,757.39
203744	6/26/2025	Columbia Rubber & Gasket Co	591.00
203745	6/26/2025	Convergint Technologies	70,450.00
203746	6/26/2025	Copycats Print Services Llc	38.50
203747	6/26/2025	Culleoka Company LLC	973.00
203748	6/26/2025	CUMBERLAND ESCROW - BEAR CREEK	10,978.75
203749	6/26/2025	Cumberland Machine Co Inc	21,723.00
203750	6/26/2025	CUMBERLAND VALLEY CONSTRUCTORS, INC	208,596.25
203751	6/26/2025	Duck River Electric	447.37

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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POOLED CASH CHECK LISTING

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203752	6/26/2025	Firstnet Services Provided By AT&T Mobility	412.92
203753	6/26/2025	Freedom Hill Land Management	12,169.75
203754	6/26/2025	G & C SUPPLY CO INC	6,192.06
203755	6/26/2025	GATEWAY BOBCAT, LLC	8,404.56
203756	6/26/2025	Gresham Smith & Partners	2,627.56
203757	6/26/2025	Hawkins, Inc.	1,312.78
203758	6/26/2025	Holston Gases	160.30
203759	6/26/2025	J R Wauford & Co Cons Eng, Inc	41,900.00
203760	6/26/2025	JEFF ELLIS & ASSOCIATES, INC	110.00
203761	6/26/2025	K & K SAFETY	134.55
203762	6/26/2025	Kimley-Horn & Associates, Inc	1,200.00
203763	6/26/2025	KRISTEN MEYERS	475.00
203764	6/26/2025	Line to Line LLC	1,300.00
203765	6/26/2025	Mail Call	2,591.83
203766	6/26/2025	MAIN STREET MEDIA OF TN	310.50
203767	6/26/2025	MARIA CATHARINA VAN DEVENTER	150.00
203768	6/26/2025	Maury Co Government	16,446.63
203769	6/26/2025	Maury Co United Way	662.00
203770	6/26/2025	Maury Regional Hospital Marshall Medical Ctr	7,209.00
203771	6/26/2025	Maury Regional Medical Group	3,454.00
203772	6/26/2025	MEGAN FITZGERALD	175.00
203773	6/26/2025	MELISSA RAGER-AGUIAR	225.00
203774	6/26/2025	MSD Environmental Services, Inc	13,500.00
203775	6/26/2025	Needle And Grain	1,104.00
203776	6/26/2025	Neel-Schaffer	8,256.00
203777	6/26/2025	CONNIE MCMEEN	10.00
203778	6/26/2025	Jill Carlson	25.00
203779	6/26/2025	The Floor Store & Design Expo LLC	30.00
203780	6/26/2025	Robert J Young Company LLC	64.62
203781	6/26/2025	Rogers Group Inc	1,597.70
203782	6/26/2025	Safe Industries	121.45
203783	6/26/2025	Sands Fence Company	6,600.00
203784	6/26/2025	Siddons-Martin Emergency Group LLC	801.94
203785	6/26/2025	Southern Sales Co	1,372.99
203786	6/26/2025	State Systems, LLC	464.75
203787	6/26/2025	T-MOBILE	80.71
203788	6/26/2025	The Marbet Company	50,840.00
203789	6/26/2025	TN DEPT ENV & CONSERVATION	10,380.00
203790	6/26/2025	Tops Business Systems	184.57
203791	6/26/2025	United States Treasury	2,085.41
203792	6/26/2025	United Waste Haulers Of TN LLC	3,739.35
203793	6/26/2025	Unum Life Insurance Co Of Amer	3,373.59
203794	6/26/2025	Verizon	3,468.26

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 6/1/2025 - 6/30/2025**

POOLED CASH CHECK LISTING

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203795	6/26/2025	Verizon Wireless	03	41.94
203796	6/26/2025	Verizon Wireless	09	88.88
203797	6/26/2025	Verizon Wireless	10	850.72
203798	6/26/2025	Vigilant Solutions, LLC		12,218.40
203799	6/26/2025	Vulcan Materials Co		731.43
203800	6/26/2025	Waynes Pest Control		335.00
203801	6/26/2025	Waypoint Analytical, LLC		1,300.00
203802	6/26/2025	Zoll Medical Corporation		4,512.56
203803	6/30/2025	City Of Col Employees Retireme		208,677.59
203804	6/30/2025	City Of Col Tn Retirement		23,773.35

GENERAL

Total Purchase Cards:	\$	79,990.40
Total Payroll Transfers:	\$	1,679,941.74
Total Misc. Transfers:	\$	669,744.76
Total Checks:	\$	<u>675,790.47</u>
Total:	\$	3,105,467.37

STATE STREET AID

Total Purchase Cards:	\$	333.42
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>22,140.95</u>
Total:	\$	22,474.37

SANITATION

Total Purchase Cards:	\$	92,411.59
Total Payroll Transfers:	\$	92,110.86
Total Misc. Transfers:	\$	33,672.60
Total Checks:	\$	<u>45,962.07</u>
Total:	\$	264,157.12

WASTEWATER

Total Purchase Cards:	\$	69,015.54
Total Payroll Transfers:	\$	197,386.92
Total Misc. Transfers:	\$	1,668,531.66
Total Checks:	\$	<u>653,473.00</u>
Total:	\$	2,588,407.12

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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DRUG

Total Purchase Cards:	\$	8,900.02
Total Checks:	\$	<u>1,310.90</u>
Total:	\$	10,210.92

INSURANCE

Total Misc. Transfers:	\$	421,260.39
Total Checks:	\$	<u>189,601.21</u>
Total:	\$	610,861.60

CAPITAL PROJECTS

Total Purchase Cards:	\$	151,343.78
Total Misc. Transfers:	\$	18,897.14
Total Checks:	\$	<u>445,899.99</u>
Total:	\$	616,140.91

GRANT

Total Purchase Cards:	\$	2,068.00
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>16,081.97</u>
Total:	\$	18,149.97



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.gov, (931) 560-1559

AGENDA ITEM TITLE: APPROVE ANNUAL RENEWAL OF PROPERTY INSURANCE WITH TML PUBLIC ENTITY PARTNERS

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia obtains property insurance coverage through the Tennessee Municipal League's Public Entity Partners (PEP). The policy renewal for property (buildings and contents, computer equipment and mobile equipment) is July 1 of each year. An invoice for property insurance premium renewal has been received from PEP and is due for payment.

The annual premium was \$244,369 for FY 2025, \$197,344 for FY 2024, \$161,591 for FY 2023, and \$152,098 for FY 2022.

The invoice received for FY 2026 totals \$280,057. The value of city assets covered under the proposed policy increased in 2026. The increased valuation is in line with other entities that insure municipal/county governments. The city's property additions to the policy during FY 2025 and FY 2026 exceeded deletions/reductions.

The PEP Board voted not to approve a member dividend credit for FY 2026 (the same as no increase for FY 2025).

A breakdown of cost by fund is as follows:

General Fund	133,820
Sanitation Fund	2,049
Wastewater Fund	144,189
Total	\$ 280,057

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered within the General, Sanitation

ATTACHMENTS: Staff Report, Copy of Invoice.



PUBLIC ENTITY PARTNERS

(800) 624-9698

www.PEpartners.org

Invoice Date: 7/2/2025

Invoice Due Date: 8/16/2025

Invoice Number: 2650086-IN

COLUMBIA, CITY OF
FINANCE DEPARTMENT
700 NORTH GARDEN STREET
COLUMBIA, TN 38401

Location Code: 8341

Agent Number: 2089

Account Number: 50-0102960

Policy No.: PPR-8341-26

Policy Period: 07/01/2025 to 07/01/2026

Renewal-Single Payment

Billing Period: 07/01/2025 to 07/01/2026

Code	Description of Coverages	Amount
51C	BUILDINGS & PERSONAL PROPERTY	\$274,671.00
52C	EDP EQUIPMENT	\$848.00
53C	MOBILE EQUIPMENT	\$4,538.00

*Please send a copy of invoice
with payment to:*

Total Invoice: \$280,057.00

PUBLIC ENTITY PARTNERS
PO BOX 116553
ATLANTA, GA 30368-6553



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.gov, (931) 560-1559

AGENDA ITEM TITLE: APPROVE THE ANNUAL RENEWAL OF WORKERS' COMPENSATION INSURANCE WITH THE TML PUBLIC ENTITY PARTNERS

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia obtains Workers' Compensation insurance coverage through Tennessee Municipal League's Public Entity Partners (PEP), and the policy renewal is July 1 of each year. An invoice for Workers' Compensation insurance premium renewal has been received from PEP and is due for payment. A breakdown of the annual premium as compared to the previous four (4) years follows:

<u>Fiscal</u> <u>Year</u>	<u>Retention</u> <u>Limit</u>	<u>General</u>	<u>Sanitation</u>	<u>Wastewater</u>	<u>Total</u> <u>Premium</u>
2022	\$500,000	\$89,455	\$9,584	\$6,266	\$105,305
2023	\$500,000	\$79,354	\$8,507	\$5,999	\$93,860
2024	\$500,000	\$116,221	\$10,645	\$8,140	\$135,006
2025	\$500,000	\$95,496	\$9,583	\$8,682	\$113,761
2026	\$500,000	\$106,792	\$10,480	\$8,511	\$125,784

Rates increased from the prior year due to increased claims across the PEP pool, which is responsible for the increased premium amount. No member dividend credit was issued for FY 2026.

PEP administers payment of claims, which is coordinated with the City's HR Department.

The City Council is requested to approve the renewal of City workers' compensation insurance and to authorize payment to PEP in the amount of \$125,784.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered within the General, Sanitation and Wastewater funds to pay workers' compensation insurance premiums in the amounts of \$106,792, \$10,480 and \$8,511, respectively.

ATTACHMENTS: Staff Report, Copy of Invoice.



PUBLIC ENTITY PARTNERS

(800) 624-9698

www.PEpartners.org

Invoice Date: 7/1/2025

Invoice Due Date: 8/15/2025

Invoice Number: 2610101-IN

COLUMBIA, CITY OF
FINANCE DEPARTMENT
700 NORTH GARDEN STREET
COLUMBIA, TN 38401

Location Code: 8341

Agent Number: 2089

Account Number: 10-0102960

Policy No.: PWC-0384-26

Policy Period: 07/01/2025 to 07/01/2026

Renewal-Single Payment

Billing Period: 07/01/2025 to 07/01/2026

Code	Description of Coverages	Amount
13C	WORKERS' COMPENSATION	\$163,123.00
DCW	MEMBER DIVIDEND CREDIT - WCP	\$(37,339.00)

*Please send a copy of invoice
with payment to:*

Total Invoice: \$125,784.00

PUBLIC ENTITY PARTNERS
PO BOX 116553
ATLANTA, GA 30368-6553



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Sommar Jaynes, Staff Account, sjaynes@columbiatn.gov, 931-560-1580

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH BIDNET DIRECT IN THE AMOUNT OF \$4,900

RECOMMENDATION: Approve.

INFORMATION: The City has used Vendor Registry for several uses as the electronic solicitation platform as well as for Contract Management. BidNet Direct has recently taken over Vendor Registry and with it brings the same services we already had as well as some improvements. This is a three year agreement that does include discounts for being an existing customer. The cost over the three years would be \$4,900 for year one, \$5,047 for year two and \$5,198.41 for year three.

CERTIFICATION: The Chief Financial Officer certifies that \$4,900 is budgeted and unencumbered in General Government - Misc.-Other Services.

ATTACHMENTS: Staff Report, BidNet Order, BidNet MSA.

ORDER FORM

Customer Billing Information

Customer Name: City of Columbia
Address: 700 North Garden Street
Columbia, TN, 38401

Billing Contact: Sommar Jaynes
Phone Number: 931-560-1515
Email Address: SJaynes@Columbiatn.gov

Contract and Payment Details

Contract Term: 3 Year(s)
Contract Start: 2025-07-01
Contract End: 2028-06-30
Options:

Payment Method: EFT or check
Payment Terms: 30 days
Billing Method: Electronic Invoice
Billing Frequency: Annual

Service Fees

- Fees for the scope herein are included in the Customer's annual Saas fee. Any additional services requested will be managed through the Change Control process.

Bidnet Vendor & Bid Management with Contract Lifecycle Management, Essential Annual Fee	\$9,125 (unlimited full-access users and unlimited view-only users)
Discount for existing client with three-year agreement. *	*-\$4,225
Year One Annual Fee	*\$4,900
Year Two Annual Fee	*\$5,047
Year Three Annual Fee	*\$5,198.41
Implementation & Ongoing Support	*\$4,000
Discount for existing client	*-\$4,000
Total Implementation Cost	\$0
Other Terms	Total three-year term is \$15,145.41



Payment Terms for Annual Fees:

- Customer agrees to pay annual fees upon access to system environment.

All payments shall be made in accordance with the terms and conditions of the Master Agreement. All pricing is in USD dollars and does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Implementation Professional Services**Project Timeline**

- This project is budgeted for a duration of six (6) weeks from the initiation to the transition to customer support. Upon signature of Order, the work will be scheduled and timeline communicated to Customer.

Project Assumptions

- Services will be delivered through 100% offsite resources and meetings.
- Product enhancements are changes to product functionality that require new software development and that the company adopts as part of the product offering. Enhancements are not included in this Order.
- Customer will be implemented using a standard configuration. If Customer requests additional or different configurations, the Change Control process will be used.
- Only services to support rollout and testing of standard configurations are included in this Order. If any additional services are requested by the Customer, the Change Control process will be used.
- Training will be offered through standard virtual instructor-led sessions and online training videos. If Customer requests additional training, the Change Control process will be used.
- This Order expires on 8/21/25. If the Order is not signed by both parties by that date, a new Order will be required, and costs may be adjusted.
- All existing SLAs remain applicable,

Customer Responsibilities

- Coordinate and conduct User Configuration Testing.
- Plan and implement required business process and policy changes.
- The Customer is expected to provide the requested input and feedback consistent with the project schedule. Failure to do so may result in change orders affecting the project schedule and/or cost.
- Ensure time is reserved to complete training as offered on a scheduled basis.

Company Responsibilities

- Manage Bidnet resources and Provide the personnel needed to support the implementation.
- Assist the Customer in remediation of material defects.
- Ensure the standard configured solution meets the implementation requirements.
- Provide standard training on a scheduled basis.
- Coordinate our participation in all meetings and training and make required staff and resources available, as required.



Change Control

In the event changes to the Order ("Changes"), become necessary or desirable to the Parties, a Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Order (a "Change Order"). The Change Order shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

Delivery Details**Sourcing Platform**

- Manage the entire solicitation process, from publishing, interacting with suppliers, Q&A, amendments, receiving bids, monitoring, and tracking deadlines, with a full audit trail of the entire process and in-depth reporting.
- Implementation service provided:
 - Solution Overview (1 hour)
 - Standard Configuration in Learn environment.
 - Standard Configuration in Production environment

Remote Training of Admin and Users

Contract Essential

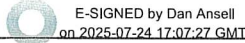
- Contract Life-cycle management with notifications and tracking, unlimited document repository and reports, only available in the sourcing package.
- Implementation service provided:
 - Solution Overview (concurrent with Sourcing and Bid Evaluation overview, 1 hour)
 - Configuration in Production environment
 - Your admin will be trained on how to self-administer and add additional fields and contract types.
 - Remote Training – Admin and User

This Order Form is governed by the Master SaaS and Services Agreement and includes and incorporates the Service Level Agreement. In the event of a conflict between the Agreement and the terms of this Order Form, this Order Form shall control.

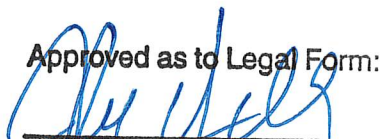


Order No: CON530027

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their duly authorized representatives.

City of Columbia	International Data Base Corporation DBA Bidnet
Signature	Signature 
Name	Name Dan Ansell
Title	Title VP Customer Success
Date	Date 2025-07-24

Approved as to Legal Form:



Jake Hubbell, City Attorney



Master Agreement

This Master Agreement (this "**Agreement**") is entered into as of the last date of signature of the parties (the "**Effective Date**") by and between International Data Base Corporation DBA Bidnet, with a place of business at 15 British American Blvd, Latham, NY 12110 ("**Company**"), and City of Columbia with a place of business at 700 North Garden Street, Columbia, TN, 38401 ("**Customer**"). Company and Customer are sometimes referred to jointly as the "parties" or singularly as a "party."

This Agreement governs Customer's access to and use of Company's Subscription Services and the retention of Company's Professional Services.

1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Customer Data**" means all data and other information submitted by Customer to the Purchased Services.

"**Customer Supplied Material**" means information, design, specification, instruction, software, applications, Customer Data, or other material furnished by Customer to Company or any of its Affiliates.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

"**Non-Company Applications**" means online applications and offline software products provided by entities or individuals other than Company and are identified as such, and that interoperate with the Services.

"**Order Form**" means the documents for placing orders hereunder, including addenda and supplements thereto, that are entered into between Customer or any of its Affiliates from time to time. By entering into an Order Form hereunder, the Affiliate of Customer agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms signed by both parties shall be deemed incorporated herein by reference.

"**Professional Services**" shall mean work performed by Company for Customer pursuant to an Order Form under this Agreement.

"**Purchased Services**" means Services that Customer or Customer's Affiliates purchase under an Order Form.

"**Services**" means the Subscription Services and Professional Services set forth in one or more Order Form. "Services" exclude Non-Company Applications.

"**Subscription Services**" means hosted "software as a service" for certain Company software applications, programming, and user interfaces thereof, together with any applicable documentation and user guide(s) thereto, provided to authorized Users, as further set forth on each Order Form.



"Users" means individuals who are authorized by Customer to use the Services, for whom subscriptions to Services have been ordered, and who have been supplied user identifications and passwords by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors, agents, and third parties with which Customer transacts business.

2. PURCHASED SERVICES

- 2.1 **Provision of Purchased Services.** Company shall make the Purchased Services available to Customer pursuant to this Agreement and the relevant Order Forms during the Subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Company regarding future functionality or features.
- 2.2 **User Subscriptions.** Services that are purchased as User subscriptions, as set out in an Order Form may be accessed by no more than the specified number of Users. Additional User Subscriptions may be added during the applicable Subscription term at the same pricing as that for the pre-existing Subscriptions thereunder, prorated for the remainder of the Subscription term in effect at the time the additional User Subscriptions are added. The added User Subscriptions shall terminate on the same date as the pre-existing Subscriptions. User Subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. PROFESSIONAL SERVICES

- 3.1 **Professional services described in the Order form.** From time to time, Company and Customer may enter into Order Forms for the development and provision of Professional Services, which shall be subject to the payment of additional fees as set forth in the Order Form. Each Order Form shall be consecutively numbered by Company and will reference this Agreement. Once an Order Form has been signed by the parties, it will form an integral part of this Agreement.
- 3.2 **Contract Property.** Company hereby grants Customer a worldwide, non-exclusive, non-transferable, royalty-free license to use, for the term of this Agreement and for Customer's internal business purposes only, anything developed by Company under an Order Form for Customer under this Agreement. The Contract Property is not "work for hire" and Company shall retain all ownership rights to the Contract Property.

4. USE OF THE SERVICES

- 4.1 **Company Responsibilities.** Company shall: (i) provide support for the Purchased Services to Customer, and (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Company's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Company's employees), Internet service provider failures or delays, or service attacks. Details of the service level agreement are found in Exhibit A.
- 4.2 **Protection of Customer Data.** Company shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. Company shall not (a) modify Customer Data except to the extent required to provide the Services, (b) disclose Customer Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by Customer, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.



- 4.3 **Customer Responsibilities.** Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Customer Data and of the means by which Customer acquired its Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Company promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the terms and conditions of this Agreement, user guide(s) and applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.
- 4.4 **Usage Limitations.** If Company opts to impose Services limitations on all customers, such as but not limited to disk storage space, application programming interface calls, Company will use reasonable endeavours to provide at least 3 months written notice of such limitations to Customer. Company will also provide real-time information to enable Customer to monitor Customer's compliance with such limitations.
- 4.5 **Acquisition of Non-Company Products and Services.** Company or third parties may from time to time make available to Customer third-party products or services, including but not limited to Non-Company Applications and implementation, customization, and other consulting services. Any acquisition by Customer of such Non-Company products or services, and any exchange of data between Customer and any Non-Company provider, is solely between Customer and the applicable Non-Company provider. Company does not warrant or support Non-Company products or services, whether they are designated by Company as "certified" or otherwise, except as specified in an Order Form. Subject to Section 4.7 (Integration with Non-Company Services), no purchase of Non-Company products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.
- 4.6 **Non-Company Applications and Customer Data.** If Customer installs or enable Non-Company Applications for use with Services, Customer acknowledge that Company may allow providers of those Non-Company Applications to access Customer Data as required for the interoperation of such Non-Company Applications with the Services. Company shall not be responsible for any disclosure, modification, or deletion of Customer Data resulting from any such access by Non-Company Application providers. The Services shall allow Customer to restrict such access by restricting Users from installing or enabling such Non-Company Applications for use with the Services.
- 4.7 **Integration with Non-Company Applications.** The Services may contain features designed to interoperate with Non-Company Applications. To use such features, Customer may be required to obtain access to such Non-Company Applications from their providers. If the provider of any such Non-Company Application ceases to make the Non-Company Application available for interoperation with the corresponding Service features on reasonable terms, Company may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

5. FEES AND PAYMENT

- 5.1 **Purchased Services.** Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant Subscription term stated on the applicable Order Form.
- 5.2 **Professional Services.** Customer shall pay all fees for Professional Services as specified in each Order Form according to the payment terms outlined. Unless otherwise expressly stated in the applicable Order Form, Professional Services are performed for a fixed amount.



- 5.3 **Invoicing and Payment.** Customer will provide Company with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Company. If Customer provides credit card information to Company, Customer authorizes Company to charge such credit card for all Services listed in the Order Form for the initial Subscription term and any renewal Subscription term(s) as set forth in Section 11.2 (Term of Purchased Subscription Services). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Company will invoice Customer in advance and otherwise in accordance with the relevant Order Form.

Professional Services will be invoiced based on terms outlined in the Order Form. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information. Unless otherwise stated, invoiced charges are due net 30 day(s) from the invoice date.

- 5.4 **Overdue Charges.** If any charges are not received from Customer by the due date, then at Company's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) Company may condition future subscription renewals and Order Forms on prepayment or payment terms shorter than those specified in Section 5.3 (Invoicing and Payment).
- 5.5 **Suspension of Service and Acceleration.** If any amount owing by Customer under this Agreement is 30 or more days overdue (or 10 or more days overdue in the case of amounts Customer has authorized Company to charge to Customer's credit card), Company may, without limiting Company's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend Company's services to Customer until such amounts are paid in full. Company will give Customer at least 7 days' prior notice that Customer's account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending services to Customer.
- 5.6 **Payment Disputes.** Company shall not exercise its rights under Section 5.4 (Overdue Charges) or 5.5 (Suspension of Service and Acceleration) if Customer (i) is disputing the applicable charges reasonably and in good faith, (ii) is cooperating diligently to resolve the dispute and (iii) has paid the undisputed portion of such charges.
- 5.7 **Taxes.** Unless otherwise stated, fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against Company based on Company's income, property, and employees.

6. PROPRIETARY RIGHTS

- 6.1 **Company Ownership.** Company and its licensors own all rights, title, and interest in and to the Services, and other Company Confidential Information. Company reserves all rights, title, and interest in and to the Services, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 6.2 **Grant of Company Rights.** Company hereby grants Customer (for itself and its Users) a non-exclusive, non-transferable, right to use the Services, solely during the term of this Agreement, subject to its the terms and conditions and within the scope of use defined in the relevant Order Form.



- 6.3 **Restrictions.** Customer shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivate works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on its own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 6.4 **Customer Ownership.** Customer and its licensors own all rights, title, and interest in and to the Customer Supplied Material and other Customer Confidential Information. Customer reserves all rights, title, and interest in and to Customer Supplied Material, including all related Intellectual Property Rights. No rights are granted to Company hereunder other than as expressly set forth herein.
- 6.5 **Grant of Customer Rights.** Customer hereby grants Company a royalty-free, non-transferable, non-exclusive, non-assignable right to use Customer Supplied Material and Customer Confidential Information solely during the term of this Agreement and for the sole purpose of rendering the Services hereunder.
- 6.6 **Suggestions.** Company shall have a paid-up, royalty-free, worldwide, irrevocable, perpetual, transferable, sub-licensable license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including its Users, relating to the operation of the Services ("Input"). Company shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

7. CONFIDENTIALITY

- 7.1 **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information shall include Customer Data; Company's Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 7.2 **Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.
- 7.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party,



and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

- 8.1 **Company Warranties.** Company warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) the Services shall perform materially in accordance with the user guide available on-line or provided to Customer, (iii) subject to Section 4.7 (Integration with Non-Company Applications), the functionality of the Services will not be materially decreased during Subscription term, (iv) it will not transmit Malicious Code to Customer, provided it is not a breach of this subpart, if Customer or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code, and (v) Professional Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards. For any breach of a warranty above, Customer's exclusive remedy shall be as provided in Section 11.4 (Termination for Cause) and Section 11.5 (Refund or Payment upon Termination) below.
- 8.2 **Customer Warranties.** Customer warrant that Customer has validly entered into this Agreement and has the legal power to do so.
- 8.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR GIVES ANY WARRANTIES AND/OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 8.4 **Non-GA Services.** From time to time Company may invite Customer to try, at no charge, its products or services that are not generally available to its customers ("**Non-GA Services**"). Customer may accept or decline any such trial in Customer's sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND. Company may discontinue Non-GA Services at any time in its sole discretion and may never make them generally available. Non-GA Services constitute Company Confidential Information.

9. MUTUAL INDEMNIFICATION

- 9.1 **Indemnification by Company.** Company shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Customer**"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided that Customer (a) promptly give Company written notice of the Claim Against Customer; (b) give Company sole control of the defense and settlement of the Claim Against Customer (provided that Company may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provide to Company all reasonable assistance, at Company's expense. In the event of a Claim Against Customer, or if Company reasonably believes the Services may infringe or misappropriate, Company may in its discretion and at no cost to Customer (i) modify the Services so that they no longer infringe or misappropriate, without breaching its warranties under "Company Warranties" above, (ii) obtain a license for Customer's continued use of the



Services in accordance with this Agreement, or (iii) terminate Customer's Subscriptions for such Services upon 30 days' written notice and refund to Customer any prepaid fees covering the remainder of the term of such Subscriptions after the effective date of termination.

Company shall have no liability for any Claim of infringement or misappropriation to the extent that (i) the Claim is based on Customer Data, Customer Supplied Material or Non-Company Applications, (ii) such Claim is based upon Customer's use of a superseded or altered version of some or all of the Services if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Services which was provided to Customer, or (iii) the Services are used outside the scope of any right or license granted in respect to such Services.

- 9.2 **Indemnification by Customer.** Customer shall defend Company against any claim, demand, suit or proceeding made or brought against Company by a third party alleging that Customer Data, Customer Supplied Material, or Customer's use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Company"), and shall indemnify Company for any damages, attorney fees and costs finally awarded against Company as a result of, or for any amounts paid by Company under a court-approved settlement of, a Claim Against Company; provided that Company (a) promptly give Customer written notice of the Claim Against Company; (b) give Customer sole control of the defense and settlement of the Claim Against Company (provided that Customer may not settle any Claim Against Company unless the settlement unconditionally releases Company of all liability); and (c) provide to Customer all reasonable assistance, at Customer's expense.
- 9.3 **Exclusive Remedy.** This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

10. LIMITATION OF LIABILITY

- 10.1 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT).
- 10.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

- 11.1 **Term of Agreement.** This Agreement commences on the Effective Date and continues until all Order Forms issued under this Agreement have expired or been terminated.
- 11.2 **Term of Purchased Subscription Services.** Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and continue for the Subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Subscriptions shall automatically renew for additional periods equal to the expiring Subscription term or one year (whichever is shorter), unless either party gives the



other written notice of non-renewal at least 30 days before the end of the relevant Subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Company has given Customer written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior Subscription term unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

- 11.3 **Term of Professional Services.** Professional Services shall commence on the date or at the time set forth in the Order Form.
- 11.4 **Termination for Cause.** A party may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the thirty (30) day period and is pursuing such cure diligently and in good faith.
- 11.5 **Refund or Payment upon Termination.** Upon any termination for cause by Customer, Company shall refund Customer any prepaid fees covering the remainder of the term of all Subscriptions after the effective date of termination. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.
- 11.6 **Termination for Insolvency.** A party may terminate this Agreement upon notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- 11.7 **Failure to Make Payment.** Notwithstanding anything in this Section 11 to the contrary, if Customer fail to make payment on any due date, Company shall have the right to suspend Services hereunder and, if such failure to make payment has not been cured within thirty (30) days of the due date, upon written notice terminate this Agreement and any or all outstanding Order Forms hereunder.
- 11.8 **Effect of Termination.** Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges and expenses accruing prior to such termination..
- 11.9 **Return of Customer Data.** Upon request by Customer made within 30 days after the effective date of termination of a Purchased Services Subscription, Company will make available to Customer for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Company shall have no obligation to maintain or provide any of Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in Company's systems or otherwise in Company's possession or under its control.
- 11.10 **Surviving Provisions.** Section 5 (Fees and Payment), 6.1 (Company Ownership), 6.4 (Customer Ownership), 6.6 (Suggestions), 7 (Confidentiality), 8 (Warranties and Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.8 (Effect of Termination) 11.9 (Return of Customer Data), 13 (Notices), and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

12. GENERAL

- 12.1 **Cooperation; Delays.** Each party agrees to cooperate reasonably and in good faith with the other in the performance of the Professional Services and acknowledges that delays may otherwise result.



Customer is also responsible for the following: (i) assigning a dedicated internal project manager for each Order Form to serve as a single point of contact for Company; (ii) defining and maintaining its business objectives and requirements that will guide its use of the Company application; (iii) reviewing customizations made to Company application for conformance with relevant requirements; (iv) except where the relevant Order Form provides otherwise, training its users generally in the use of the Company application; and (v) administering the Company application generally for its own internal business purposes.

Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

Except where the relevant Order Form provides otherwise, scheduling of Company's resources must be agreed to no later than ten (10) business days prior to the date work is scheduled to begin. Subsequent scheduling of changes requested by Customer may result in additional fees. Delays caused by Customer under an Order Form to which Company has dedicated resources and begun work will be billed to Customer as follows: (i) offsite planned resources will be billed at 50% of the planned hours during the period of the delay; and (ii) onsite planned resources will be billed at 100% of the planned hours during the period of the delay (maximum of 8 hours per business day). Delays caused by Customer that exceed ten (10) business days shall entitle Company to terminate the relevant Order Form for cause immediately upon written notice.

- 12.2 **Acceptance.** Upon completion of each deliverable under an Order Form, Company will provide a complete copy thereof to Customer and, upon request, demonstrate to Customer its functionality in conformance with the relevant specifications. Customer is responsible for conducting any additional review or testing of such deliverable pursuant to any applicable acceptance criteria or test suites agreed upon by the parties for such deliverable.

If Customer, in reasonable and good faith judgment determines that any submitted deliverable does not meet the applicable functional requirements set forth for such deliverable in the relevant Order Form, Customer must notify Company within ten (10) business days after Company's submission of the deliverable to give written notice to Company specifying any deficiencies in detail. Company shall use commercially reasonable efforts to promptly cure any such deficiencies within twenty (20) business days of such notice and then resubmit the deliverable for further review and acceptance testing in the same manner. Should any deliverable fail to satisfy the applicable functional requirements after the second resubmission of such deliverable to Customer, Customer may (i) again reject the deliverable and return it to Company for further cure and resubmission; or (ii) terminate the relevant Order for cause immediately upon written notice and recover all Professional Services fees associated with such deficient deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the Order are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery and testing of a deliverable, the parties shall cooperate in good faith to appropriately modify such requirements.

Customer shall provide Company a written acceptance of each deliverable promptly upon acceptance. Failure to reject a deliverable within the applicable acceptance period shall be deemed acceptance of such deliverable.

- 12.3 **Changes to Scope.** Any changes to the scope of work under an Order Form shall be made by written change order or amendment to the Order Form signed by an authorized representative of each party prior to implementation of such changes.

13. NOTICES

- 13.1 **Notices.**



If to Company:

International Data Base Corporation DBA Bidnet

15 British American Blvd, Latham, NY 12110

Attention:

Vice President eProcurement Customer Success,
legal@mdfcommerce.com

If to Customer:

City of Columbia TN

700 North Garden Street, Columbia, TN, 38401

Attention:

Sommar Jaynes, SJaynes@Columbiatn.gov

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer. Each party may change its address and recipient by notice to the other party.

14. GENERAL PROVISIONS

- 14.1 **Export Compliance.** The Services, other technology Company makes available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada, and other jurisdictions. Each party represents that it is not named on any U.S. or Canadian government denied-party list. Customer shall not permit Users to access or use Services in a U.S. or Canadian-embargoed country or in violation of any U.S. or Canadian export law or regulation. Customer shall not use the Service or any related information for any purposes prohibited by export laws and/or regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation.
- 14.2 **DFARS.** If Customer is a U.S. governmental entity, the Services and any documentation provided by Company are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to Defense Federal Acquisition Regulation Supplement, codified under Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202, and Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal Regulations, Section 12.12. Any use, modification, reproduction, release, performance, display, or disclosure of the Software or documentation by the United States Government is governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.
- 14.3 **Anti-Corruption.** Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Company's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Company in writing.



- 14.4 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 14.5 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 14.6 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 14.7 **Attorney Fees.** Customer shall pay on demand all Company's reasonable attorney fees and other costs incurred by Company to collect any fees or charges due to Company under this Agreement following Customer's breach of Section 5.3 (Invoicing and Payment).
- 14.8 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, Company shall refund to Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 14.9 **Language.** The parties have requested that this Agreement be drafted in the English language. Les parties ont demandé que cette entente soit rédigée en anglais.
- 14.10 **Force Majeure.** Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labor problems (other than those involving the employees of the affected party), or delays involving hardware, software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.
- 14.11 **Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or any infringement, misappropriation, or breach in respect to either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.
- 14.12 **Governing Law and Jurisdiction.** If Customer is a U.S. entity the governing law shall be the State of Tennessee, USA and each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. If Customer is a Canadian entity the governing law shall be the Province of Quebec, Canada. Each party irrevocably submits to the exclusive jurisdiction of the courts of the aforementioned applicable jurisdiction, and each party agrees to the applicable law above without regard to rules regarding choice of law or conflicts of law.
- 14.13 **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or



representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum, Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

International Data Base Corp DBA Bidnet

By:



E-SIGNED by Dan Ansell
on 2025-07-24 17:05:58 GMT

Name: Dan Ansell

Title: VP Customer Success

City of Columbia

By:

Name:

Title:

Approved as to Legal Form:

Jake Hubbard, City Attorney



Exhibit A - SERVICE LEVEL AGREEMENT

SECTION 1: INTRODUCTION

This Exhibit sets forth service performance levels and defines procedures pertaining to the Services provided by the Company. Additionally, it describes the performance indicators by which performance levels will be measured and the remedies that will be available, scheduled maintenance, and notification procedures involving support events.

SECTION 2: SOLUTION SEVERITY ISSUES AND RESOLUTION

The service parameters set forth below are the responsibility of the Company in the ongoing support of its performance under this Agreement.

2.1 ISSUE SEVERITY LEVELS

The category of an issue is based on the following definitions and as outlined in Attachment A.

2.1.1 Severity One

Critical Service Impact. Customer's production use of Company's products on a primary business service, major application or mission-critical system is stopped or so severely impacted that the customer cannot reasonably continue work.

Severity Level 1 problems are handled as the highest priority until the customer is given a fix or workaround.

2.1.2 Severity Two

Significant Service or Implementation Impact. Important product features are unavailable with no reasonable workaround. Customer's production use of Company's products in a primary business service, major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions. The software may be operating but is severely restricted.

2.1.3 Severity Three

Product features are unavailable, but a reasonable workaround exists, and most software functions are still useable. Minor function/feature failure that the customer can easily circumvent or avoid. Customer's work has minor loss of operational functionality. No data has been lost, and the business service, application, or system is still functioning.

2.1.4 Severity Four

Minor problem or question that does not affect the software function such as How To's, documentation, general questions, or enhancement requests. There is no impact to product usage or customer's operations.

2.1.5 Resolution Categories



Company shall categorize the resolution of the issues as follows:

- **Answered** – the issue was simply a question that was answered.
- **Fixed** – the issue was addressed.
- **Works as Designed** – the issue as described is working as intended and is not a defect.
- **Cannot Reproduce** – the issue reported, despite testing and investigation cannot be reproduced to further determine cause. These issues are ultimately closed but can be reopened if recurrence happens.
- **Enhancement Request** – Customer has reported a suggested enhancement for consideration for inclusion in a future build. These tickets transferred to Product Development.

2.1.6 Notification

Company will notify the Customer anytime the Solution is not available as soon as practical.

2.1.7 Notification Response

Company shall respond to all issues based on Severity Level as follows:

- **Severity 1 Response:** Company shall begin resolution efforts upon awareness of an issue and continue until resolved. Company shall respond to the requestor within 1 business hour of being notified of an issue.
- **Severity 2 Response:** Company shall respond to the requestor with 4 business hours of being notified of an issue.
- **Severity 3 Response:** Company shall respond to the requestor within 8 business hours of being notified of an issue.
- **Severity 4 Response:** Company shall respond to the requestor within 24 hours of being notified of an issue.

2.18 Resolution

Company's issue resolution time will be based on Severity Level as follows:

- **Severity 1** – Company shall develop a resolution plan, notify Customer, and shall restore service within 24 hours. Company shall begin resolution efforts upon receipt of notification and continue until resolved. If resolution requires a software correction, it is delivered as a Hotfix/service patch. The standard resolution time is as quickly as development can produce and test the correction.
- **Severity 2** – Company shall resolve environmental issues within 24 hours or provide Hotfix/service patch within 10 business days. Company will work to provide a reasonable work around, when available, until the hotfix/service is permanent.
- **Severity 3** – Company shall resolve all Severity 3 issues within the next two releases, from date of notice.
- **Severity 4** – Company will consider all Severity 4 issues within the product roadmap.

Once an issue is resolved as defined in 2.1.5 and communicated as such to the Customer, it will be considered closed if no issues are reported within 5 days.



2.1.9 Product Releases

Product Releases will be issued following Contactor's annual release schedule:

- Online release notes will be available to the Customer 7 days prior to release.
- The Learn environment will be updated with the production release to maintain consistency.

Company may, on a periodic basis, make changes to the release schedule.

2.1.10 Scheduled Maintenance

Scheduled maintenance for production systems is during non-business hours.

Company will make every effort to communicate scheduled maintenance periods at least 7 business days in advance of planned maintenance performed on the Solution.

Emergency or unscheduled maintenance may be required for Company to perform mission-critical system fixes or issues that are beyond Company's control. Company will notify the Customer as soon as practicable if emergency or unscheduled maintenance is required.

2.1.11 Disaster Recovery

Company will provide Disaster Recovery services as follows:

- RPO (Recovery Point Objective) of no more than 1 hour of lost data and, RTO (Recovery Time Objective) within 24 hours of outage as part of the services provided Company will provide disaster recovery and business continuity capabilities in the event of a disaster.

The above disaster recovery and business continuity criteria will be in effect only in the event a disaster is declared at the primary site and the Solution is transitioned from the primary site to the disaster recovery secondary site.

SECTION 3: SERVICES

The support parameters set forth below are the responsibility of the Company in the ongoing support of its performance under this Agreement.

3.1 SUPPORT**3.1.1 Company Support Desk**

Company shall provide the following Support Desk services to Users:

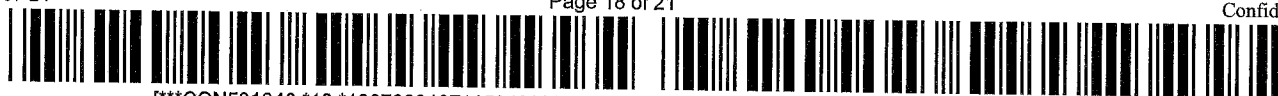


- Various support channels to report issues: Available 24 hours a day, 7 days a week; monitored during business hours (Monday-Friday 8:00 AM – 8:00 PM Eastern Time excluding Company holidays).
- Ability to contact call center to report technical and functional issues during business hours.
- An easily accessible frequently asked question list and a technical and functional team available during business hours.
- Ability to access online functional help tools such as quick reference guide



ATTACHMENT A, SEVERITY LEVEL DEFINITIONS AND MANAGEMENT

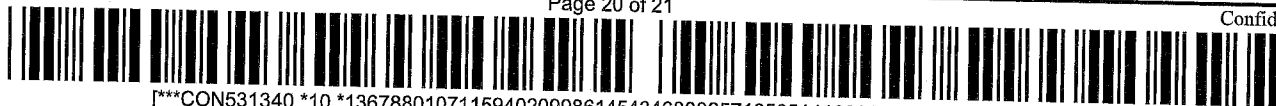
Level	Impact	Events	Workaround	Initial Response	Resolution Goal
Sev 1 Critical Service Impact	Customer's production use of our products on a primary business service, major application or mission-critical system is stopped or so severely impacted that the customer cannot reasonably continue work. For Severity Level 1 problems, Company shall begin resolution efforts upon awareness of an issue and continue until resolved and handle as the highest priority until the customer is given a fix or reasonable workaround.	1. Critical business functionality is not operational across agency and multiple Suppliers. 2. System crashes 3. Data integrity at risk including cross contamination of Prod data / configurations. 4. Backup and recovery options fail.	No Reasonable Workaround	Within 1 business hour	24 Hours (Plan within 4 hours)



Level	Impact	Events	Workaround	Initial Response	Resolution Goal
Sev 2 Significant Service or Implementation Impact	Important product features are unavailable with no reasonable workaround. Customer's implementation or production use of Company's products in a primary business service, major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions. The software may be operating but is severely restricted.	1. Severely degraded performance 2. Product error or failure forcing a restart or recovery 3. Suppliers and/or Agencies are not able to view or respond to solicitations and/or contracts 4. Solicitation cannot be opened / submitted quotes cannot be viewed 5. Suppliers are not notified of relevant solicitations	No Reasonable Workaround	Within 4 business hours	Environments: 24 hours Code Change: 10 business days



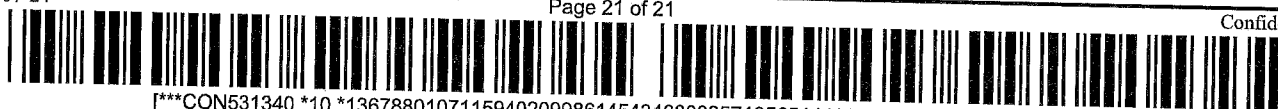
Level	Impact	Events	Workaround	Initial Response	Resolution Goal
Sev 3 Minimal Service Impact	Product features are unavailable, but a reasonable workaround exists, and the majority of software functions are still useable. Minor function/feature failure that the customer can easily circumvent or avoid. Customer's work has minor loss of operational functionality. No data has been lost, and the business service, application, or system is still functioning.	1. Error message with workaround 2. Minimal performance degradation 3. Questions on product functionality or configuration during implementation	Reasonable Workaround Available	Within 8 business hours	Within the next two releases
Sev 4 No Service Impact	Minor problem or question that does not affect the software function such as How To's, documentation, general questions, or enhancement requests. There is no impact to product usage or customer's operations.	1. General requests for advice on product usage 2. Clarification on product documentation or release notes 3. Product enhancement request	NA	NA	No Commitment



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Confidential



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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.gov, (931) 560-1559

AGENDA ITEM TITLE: APPROVE PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE FOURTH QUARTER OF FY 2025 \$55,000

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 2025 budget includes \$270,000 for the City's contribution towards facility operations, or \$55,000 per quarter. An invoice has been received for the fourth quarter of FY 2025, which exceeds \$55,000. 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 \$55,000 is budgeted and unencumbered in General Government-Animal Control. This is a FY 2025 payment and as such will be accrued to the prior period if approved.

ATTACHMENTS: Staff Report, Q4 documents.

Maury County Government

One Public Square
Columbia, TN 38401
Phone 931.375.3115 Fax 931.375.2319

INVOICE

DATE: July 9, 2025
INVOICE # FY2024-2025 Q4
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, 4/1/2025 - 6/30/2025			\$ 38,130.50
Subtotal			\$ 38,130.50
Expenditures:			
Operational, 4/1/2025 - 6/30/2025			\$ 88,816.81
Labor to replace faucet on 4/1/2025	Hourly Rate	Hours Worked	
Johnnie Shipp	\$31.76	2	\$63.52
Robert Walker	\$30.13	2	\$60.26
Labor to change light bulbs/unclog sewer & drain lines on 4/11/2025	Hourly Rate	Hours Worked	
Robert Walker	\$30.13	4	\$120.52
Johnnie Shipp	\$31.76	4	\$127.04
Labor to repair hole in roof on 4/22/2025	Hourly Rate	Hours Worked	
Robert Walker	\$30.13	2	\$60.26
Jeff Thomas	\$38.31	2	\$76.62
Labor to repair leak, stuck door, & door handle on 5/21/2025	Hourly Rate	Hours Worked	
Robert Walker	\$30.13	2	\$60.26
Johnnie Shipp	\$31.76	2	\$63.52
Labor to repair gutter leak and down spout on 6/2/2025	Hourly Rate	Hours Worked	
Johnnie Shipp	\$31.76	1	\$31.76
Robert Walker	\$30.13	1	\$30.13
Subtotal			\$ 89,510.70
Net Total for Q4 FY 2024/2025 Operating Expenses			\$ 51,380.20
TOTAL DUE			\$ 25,690.10

Make all checks payable to Maury County Government
If you have any questions concerning this invoice, contact Abby Chapman (931) 375-3115, achapman@maurycounty-tn.gov

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Maury County Finance Department
Account Analysis
April 2025 - June 2025

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Fund: 101 General

Account Number : 101- -44150

Sale Of Animals/Livestock

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/08/2025	16440		CR	MC Animal Shelter - Fees	0.00	558.00	(558.00)
Monthly Totals: 101- -44150					0.00	558.00	(558.00)
05/02/2025	16641		CR	MC Animal Services - Fees	0.00	35,372.00	(35,372.00)
05/16/2025	16776		CR	Animal Shelter - Money from Local Vets	0.00	873.00	(36,245.00)
05/28/2025	16888		CR	MC Animal Shelter - Rabies Tags	0.00	102.00	(36,347.00)
Monthly Totals: 101- -44150					0.00	36,347.00	(36,347.00)
06/13/2025	17013		CR	Animal Services - Money from Local Veterinarians	0.00	960.00	(960.00)
06/20/2025	17078		CR	MC Animal Shelter - Fees	0.00	265.50	(1,225.50)
Monthly Totals: 101- -44150					0.00	1,225.50	(1,225.50)
Fund Totals: 101					0.00	38,130.50	

4-1-25

Johnnie + Robin 2 hours labor
replaced faucet 79.99 for new ~~faucet~~
Faucet

4-11-25

Robin + Johnnie 4 Hr. each
changed light bulbs, unclogged
sewer/drain line

4-22-25

Robin + Jeff 2 Hr. each
repaired hole in roof
\$25.58 for material

5-21-25

Robin + Johnnie 2 Hr. each
repair water leak on dishwasher,
try to fix a stuck door and broken
door handle

6-2-25

Robin + Johnnie 1 Hr. each
repair leaks in gutters and
hang downspout back up

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Maury County Finance Department
Account Analysis
April 2025 - June 2025

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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
04/01/2025	310721	310721	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.10	(0.10)
Monthly Totals: 101- -55120-207-55010					0.00	0.10	(0.10)
05/01/2025	311555	311555	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.11	(0.11)
Monthly Totals: 101- -55120-207-55010					0.00	0.11	(0.11)
06/03/2025	312330	312330	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.12	(0.12)
Monthly Totals: 101- -55120-207-55010					0.00	0.12	(0.12)

Fund: 101 General

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

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/01/2025	310731	310731	CD	LINCOLN FINANCIAL GROUP	68.47	0.00	68.47
Monthly Totals: 101- -55120-209-55010					68.47	0.00	68.47
05/16/2025	311942	311942	CD	LINCOLN FINANCIAL GROUP	74.19	0.00	74.19
Monthly Totals: 101- -55120-209-55010					74.19	0.00	74.19
06/03/2025	312339	312339	CD	LINCOLN FINANCIAL GROUP	80.43	0.00	80.43
Monthly Totals: 101- -55120-209-55010					80.43	0.00	80.43

Fund: 101 General

Account Number : 101- -55120-320 Animal Shelter - Dues And Memberships

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/13/2025	311997	311997	CD	FIRST HORIZON BANK	395.00	0.00	395.00
Monthly Totals: 101- -55120-320					395.00	0.00	395.00

Fund: 101 General

Account Number : 101- -55120-334-55010 Animal Shelter - Maintenance Agreements - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/15/2025	311200	311200	CD	Cintas Corporation	132.40	0.00	132.40
04/15/2025	311200	311200	CD	Cintas Corporation	132.40	0.00	264.80
04/15/2025	311200	Cintas Corporation	CD	Void payment number 311200	0.00	132.40	132.40

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Maury County Finance Department
Account Analysis
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Fund: 101 General

Account Number : 101- -55120-334-55010 Animal Shelter - Maintenance Agreements - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-334-55010					264.80	132.40	132.40
05/01/2025	311579	311579	CD	Cintas Corporation	132.40	0.00	132.40
05/13/2025	311964	311964	CD	ACTS MICROSCOPES COMPANY LLC	400.00	0.00	532.40
Monthly Totals: 101- -55120-334-55010					532.40	0.00	532.40
06/10/2025	312562	312562	CD	Cintas Corporation	132.40	0.00	132.40
Monthly Totals: 101- -55120-334-55010					132.40	0.00	132.40

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
06/12/2025	312650	312650	CD	David's Lock & Key Inc	497.00	0.00	497.00
06/20/2025	312801	312801	CD	15 CENT PRESSURE WASHING	1,875.00	0.00	2,372.00
06/26/2025	312946	312946	CD	Advance Paving Co., Inc	19,500.00	0.00	21,872.00
Monthly Totals: 101- -55120-335-55010					21,872.00	0.00	21,872.00

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
04/01/2025	310798	310798	CD	State Systems Inc	75.00	0.00	75.00
Monthly Totals: 101- -55120-336-55010					75.00	0.00	75.00

Fund: 101 General

Account Number : 101- -55120-338 Animal Shelter - Maintenance And Repair Services-Vehicles

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/03/2025	310873	310873	CD	Maury Co Central Maintenance	435.49	0.00	435.49
Monthly Totals: 101- -55120-338					435.49	0.00	435.49
05/01/2025	311605	311605	CD	Maury Co Central Maintenance	189.74	0.00	189.74
Monthly Totals: 101- -55120-338					189.74	0.00	189.74
06/12/2025	312664	312664	CD	Maury Co Central Maintenance	697.74	0.00	697.74

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Fund: 101 General

Account Number : 101- -55120-338

Animal Shelter - Maintenance And Repair Services-Vehicles

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
06/24/2025	312916	312916	CD	Maury Co Central Maintenance	867.40	0.00	1,565.14
Monthly Totals: 101- -55120-338					1,565.14	0.00	1,565.14

Fund: 101 General

Account Number : 101- -55120-355

Animal Shelter - Travel and Meals

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/13/2025	311997	311997	CD	FIRST HORIZON BANK	420.64	0.00	420.64
05/13/2025	311997	311997	CD	FIRST HORIZON BANK	420.64	0.00	841.28
Monthly Totals: 101- -55120-355					841.28	0.00	841.28

Fund: 101 General

Account Number : 101- -55120-355-55010

Animal Shelter - Travel and Meals - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/01/2025	311575	311575	CD	ASHLEY SCHULTZ	318.00	0.00	318.00
05/01/2025	311602	311602	CD	MAKAYLA VANDIVER	318.00	0.00	636.00
Monthly Totals: 101- -55120-355-55010					636.00	0.00	636.00

Fund: 101 General

Account Number : 101- -55120-357-14006

Animal Shelter - Veterinary Services - Animal Friendly-Spay/Neuter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/01/2025	311623	311623	CD	TENNSOUTH VETERINARY SERVICES	400.00	0.00	400.00
05/01/2025	311623	311623	CD	TENNSOUTH VETERINARY SERVICES	700.00	0.00	1,100.00
Monthly Totals: 101- -55120-357-14006					1,100.00	0.00	1,100.00

Fund: 101 General

Account Number : 101- -55120-357-55010

Animal Shelter - Veterinary Services - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/01/2025	310800	310800	CD	Tn Dept Of Agriculture	105.00	0.00	105.00
04/24/2025	311421	311421	CD	CASA TRANSPORT	750.00	0.00	855.00

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Maury County Finance Department
Account Analysis
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Date/Time:

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Fund: 101 General

Account Number : 101- -55120-357-55010

Animal Shelter - Veterinary Services - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-357-55010					855.00	0.00	855.00

Fund: 101 General

Account Number : 101- -55120-357-55012

Animal Shelter - Veterinary Services - Animal Shelter-Spay/Neuter Rev

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/01/2025	310799	310799	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	600.00
04/01/2025	310799	310799	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	1,200.00
04/01/2025	310799	310799	CD	TENNSOUTH VETERINARY SERVICES	700.00	0.00	1,900.00
04/01/2025	310799	310799	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	2,500.00
Monthly Totals: 101- -55120-357-55012					2,500.00	0.00	2,500.00
05/01/2025	311623	311623	CD	TENNSOUTH VETERINARY SERVICES	700.00	0.00	700.00
05/01/2025	311623	311623	CD	TENNSOUTH VETERINARY SERVICES	300.00	0.00	1,000.00
Monthly Totals: 101- -55120-357-55012					1,000.00	0.00	1,000.00
06/05/2025	312479	312479	CD	CASA TRANSPORT	825.00	0.00	825.00
06/05/2025	312518	312518	CD	TENNSOUTH VETERINARY SERVICES	1,600.00	0.00	2,425.00
06/05/2025	312518	312518	CD	TENNSOUTH VETERINARY SERVICES	700.00	0.00	3,125.00
06/05/2025	312518	312518	CD	TENNSOUTH VETERINARY SERVICES	700.00	0.00	3,825.00
06/24/2025	312928	312928	CD	TENNSOUTH VETERINARY SERVICES	700.00	0.00	4,525.00
06/24/2025	312928	312928	CD	TENNSOUTH VETERINARY SERVICES	700.00	0.00	5,225.00
06/24/2025	312928	312928	CD	TENNSOUTH VETERINARY SERVICES	700.00	0.00	5,925.00
06/24/2025	312928	312928	CD	TENNSOUTH VETERINARY SERVICES	700.00	0.00	6,625.00
Monthly Totals: 101- -55120-357-55012					6,625.00	0.00	6,625.00

Fund: 101 General

Account Number : 101- -55120-359-55010

Animal Shelter - Disposal Fees - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/29/2025	311502	311502	CD	Columbia Power & Water Sys	196.00	0.00	196.00
Monthly Totals: 101- -55120-359-55010					196.00	0.00	196.00
05/30/2025	312257	312257	CD	Columbia Power & Water Sys	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
Monthly Totals: 101- -55120-359-55010					196.00	0.00	196.00

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
05/15/2025	312075	312075	CD	UNITED FARM AND HOME COOPERATIVE	380.00	0.00	380.00
Monthly Totals: 101- -55120-401-55010					380.00	0.00	380.00
06/10/2025	312597	312597	CD	Midwest Veterinary Supply, Inc	218.66	0.00	218.66
06/12/2025	312683	312683	CD	UNITED FARM AND HOME COOPERATIVE	380.00	0.00	598.66
Monthly Totals: 101- -55120-401-55010					598.66	0.00	598.66

Fund: 101 General

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

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/03/2025	310838	310838	CD	Amazon Capital Services Inc	72.99	0.00	72.99
04/03/2025	310838	310838	CD	Amazon Capital Services Inc	579.07	0.00	652.06
04/24/2025	311414	311414	CD	Amazon Capital Services Inc	320.99	0.00	973.05
Monthly Totals: 101- -55120-410-55010					973.05	0.00	973.05
05/01/2025	311573	311573	CD	Amazon Capital Services Inc	1,144.46	0.00	1,144.46
05/13/2025	312019	312019	CD	Midwest Veterinary Supply, Inc	1,889.45	0.00	3,033.91
05/22/2025	312212	312212	CD	Midwest Veterinary Supply, Inc	1,888.94	0.00	4,922.85
05/29/2025	312282	312282	CD	Amazon Capital Services Inc	0.00	67.00	4,855.85
05/29/2025	312282	312282	CD	Amazon Capital Services Inc	29.98	0.00	4,885.83
05/29/2025	312282	312282	CD	Amazon Capital Services Inc	1,982.89	0.00	6,868.72
Monthly Totals: 101- -55120-410-55010					6,935.72	67.00	6,868.72

Fund: 101 General

Account Number : 101- -55120-413-14008 Animal Shelter - Drugs And Medical Supplies - Comm Found of Mid TN -

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/01/2025	311625	311625	CD	Zoetis US, LLC	122.92	0.00	122.92

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Fund: 101 General

Account Number : 101- -55120-413-14008 Animal Shelter - Drugs And Medical Supplies - Comm Found of Mid TN -

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-413-14008					122.92	0.00	122.92

Fund: 101 General

Account Number : 101- -55120-413-14009 Animal Shelter - Drugs And Medical Supplies - Comm Found of Mid TN -

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/15/2025	312065	312065	CD	Midwest Veterinary Supply, Inc	20.82	0.00	20.82
Monthly Totals: 101- -55120-413-14009					20.82	0.00	20.82

Fund: 101 General

Account Number : 101- -55120-413-14010 Animal Shelter - Drugs And Medical Supplies - Bissell Empty the

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/03/2025	310861	310861	CD	FIRST VETERINARY SUPPLY	4.19	0.00	4.19
04/03/2025	310861	310861	CD	FIRST VETERINARY SUPPLY	0.00	50.00	(45.81)
04/03/2025	310861	310861	CD	FIRST VETERINARY SUPPLY	148.00	0.00	102.19
04/15/2025	311222	311222	CD	FIRST VETERINARY SUPPLY	72.52	0.00	174.71
04/15/2025	311222	311222	CD	FIRST VETERINARY SUPPLY	72.52	0.00	247.23
04/15/2025	311222	FIRST VETERINARY SUPPLY	CD	Void payment number 311222	0.00	72.52	174.71
04/15/2025	311253	311253	CD	Midwest Veterinary Supply, Inc	2,241.13	0.00	2,415.84
04/15/2025	311253	Midwest Veterinary Supply,	CD	Void payment number 311253	0.00	2,241.13	174.71
04/15/2025	311253	311253	CD	Midwest Veterinary Supply, Inc	2,241.13	0.00	2,415.84
04/15/2025	311286	Zoetis US, LLC	CD	Void payment number 311286	0.00	2,478.00	(62.16)
04/15/2025	311286	311286	CD	Zoetis US, LLC	2,478.00	0.00	2,415.84
04/15/2025	311286	311286	CD	Zoetis US, LLC	2,478.00	0.00	4,893.84
Monthly Totals: 101- -55120-413-14010					9,735.49	4,841.65	4,893.84
05/01/2025	311590	311590	CD	IDEXX DISTRIBUTION INC	330.33	0.00	330.33
05/01/2025	311608	311608	CD	Midwest Veterinary Supply, Inc	213.12	0.00	543.45
05/01/2025	311608	311608	CD	Midwest Veterinary Supply, Inc	76.10	0.00	619.55
05/01/2025	311625	311625	CD	Zoetis US, LLC	783.48	0.00	1,403.03
05/15/2025	312065	312065	CD	Midwest Veterinary Supply, Inc	7.56	0.00	1,410.59
05/15/2025	312065	312065	CD	Midwest Veterinary Supply, Inc	1,049.03	0.00	2,459.62

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Fund: 101 General

Account Number : 101- -55120-413-14010 Animal Shelter - Drugs And Medical Supplies - Bissell Empty the

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/15/2025	312065	312065	CD	Midwest Veterinary Supply, Inc	242.52	0.00	2,702.14
05/15/2025	312065	312065	CD	Midwest Veterinary Supply, Inc	205.89	0.00	2,908.03
Monthly Totals: 101- -55120-413-14010					2,908.03	0.00	2,908.03

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
04/22/2025	311346	311346	CD	Airgas Usa, Llc	160.91	0.00	160.91
Monthly Totals: 101- -55120-413-55010					160.91	0.00	160.91
05/13/2025	311992	311992	CD	COVETRUS NORTH AMERICA	843.05	0.00	843.05
05/13/2025	311992	311992	CD	COVETRUS NORTH AMERICA	45.28	0.00	888.33
05/13/2025	312044	312044	CD	Zoetis US, LLC	2,831.55	0.00	3,719.88
05/15/2025	312054	312054	CD	IDEXX DISTRIBUTION INC	391.82	0.00	4,111.70
05/15/2025	312065	312065	CD	Midwest Veterinary Supply, Inc	1,379.95	0.00	5,491.65
05/15/2025	312065	312065	CD	Midwest Veterinary Supply, Inc	135.10	0.00	5,626.75
05/21/2025	312094	312094	CD	Airgas Usa, Llc	76.80	0.00	5,703.55
05/22/2025	312185	312185	CD	Airgas Usa, Llc	81.55	0.00	5,785.10
Monthly Totals: 101- -55120-413-55010					5,785.10	0.00	5,785.10
06/12/2025	312631	312631	CD	Airgas Usa, Llc	332.04	0.00	332.04
06/12/2025	312631	312631	CD	Airgas Usa, Llc	158.35	0.00	490.39
Monthly Totals: 101- -55120-413-55010					490.39	0.00	490.39

Fund: 101 General

Account Number : 101- -55120-415-55010 Animal Shelter - Electricity - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/29/2025	311502	311502	CD	Columbia Power & Water Sys	1,640.40	0.00	1,640.40
Monthly Totals: 101- -55120-415-55010					1,640.40	0.00	1,640.40
05/30/2025	312257	312257	CD	Columbia Power & Water Sys	1,466.17	0.00	1,466.17
Monthly Totals: 101- -55120-415-55010					1,466.17	0.00	1,466.17

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Fund: 101 General

Account Number : 101- -55120-425

Animal Shelter - Gasoline

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/03/2025	310873	310873	CD	Maury Co Central Maintenance	755.05	0.00	755.05
Monthly Totals: 101- -55120-425					755.05	0.00	755.05
05/01/2025	311605	311605	CD	Maury Co Central Maintenance	842.82	0.00	842.82
Monthly Totals: 101- -55120-425					842.82	0.00	842.82
06/12/2025	312664	312664	CD	Maury Co Central Maintenance	894.05	0.00	894.05
06/24/2025	312916	312916	CD	Maury Co Central Maintenance	556.12	0.00	1,450.17
Monthly Totals: 101- -55120-425					1,450.17	0.00	1,450.17

Fund: 101 General

Account Number : 101- -55120-425-55010

Animal Shelter - Gasoline - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/01/2025	311605	311605	CD	Maury Co Central Maintenance	49.66	0.00	49.66
Monthly Totals: 101- -55120-425-55010					49.66	0.00	49.66
06/24/2025	312916	312916	CD	Maury Co Central Maintenance	49.83	0.00	49.83
Monthly Totals: 101- -55120-425-55010					49.83	0.00	49.83

Fund: 101 General

Account Number : 101- -55120-434-55010

Animal Shelter - Natural Gas - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/01/2025	310743	310743	CD	AMERIGAS PROPANE LP	898.94	0.00	898.94
Monthly Totals: 101- -55120-434-55010					898.94	0.00	898.94

Fund: 101 General

Account Number : 101- -55120-435

Animal Shelter - Office Supplies

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/29/2025	312282	312282	CD	Amazon Capital Services Inc	149.65	0.00	149.65
Monthly Totals: 101- -55120-435					149.65	0.00	149.65

Fund: 101 General

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Account Number : **101- -55120-451**

Animal Shelter - Uniforms

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/22/2025	311338	311338	CD	FIRST HORIZON BANK	136.95	0.00	136.95
Monthly Totals: 101- -55120-451					136.95	0.00	136.95
05/13/2025	311997	311997	CD	FIRST HORIZON BANK	107.99	0.00	107.99
Monthly Totals: 101- -55120-451					107.99	0.00	107.99

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
04/29/2025	311502	311502	CD	Columbia Power & Water Sys	1,175.20	0.00	1,175.20
Monthly Totals: 101- -55120-454-55010					1,175.20	0.00	1,175.20
05/30/2025	312257	312257	CD	Columbia Power & Water Sys	1,109.68	0.00	1,109.68
Monthly Totals: 101- -55120-454-55010					1,109.68	0.00	1,109.68

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
04/24/2025	311414	311414	CD	Amazon Capital Services Inc	638.66	0.00	638.66
04/24/2025	311414	311414	CD	Amazon Capital Services Inc	17.98	0.00	656.64
04/24/2025	311414	311414	CD	Amazon Capital Services Inc	9.99	0.00	666.63
Monthly Totals: 101- -55120-499-55010					666.63	0.00	666.63
05/22/2025	312189	312189	CD	Animal Care Equip. & Svs, Llc	545.37	0.00	545.37
05/22/2025	312189	312189	CD	Animal Care Equip. & Svs, Llc	157.85	0.00	703.22
Monthly Totals: 101- -55120-499-55010					703.22	0.00	703.22

Fund: **101** General

Account Number : **101- -55120-524**

Animal Shelter - Training, In-Service, Staff Development

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/22/2025	311338	311338	CD	FIRST HORIZON BANK	734.00	0.00	734.00
04/22/2025	311338	311338	CD	FIRST HORIZON BANK	500.00	0.00	1,234.00
Monthly Totals: 101- -55120-524					1,234.00	0.00	1,234.00

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Fund: 101 General

Account Number : 101- -55120-719-55010 Animal Shelter - Office Equipment - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/03/2025	310838	310838	CD	Amazon Capital Services Inc	99.99	0.00	99.99
Monthly Totals: 101- -55120-719-55010					99.99	0.00	99.99

Fund: 101 General

Account Number : 101- -55120-790 Animal Shelter - Other Equipment

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
04/22/2025	311338	311338	CD	FIRST HORIZON BANK	185.94	0.00	185.94
Monthly Totals: 101- -55120-790					185.94	0.00	185.94
05/06/2025	311775	311775	CD	ALLIANCE LAUNDRY SYSTEMS DISTRIBUTION LLC	449.16	0.00	449.16
05/22/2025	312189	312189	CD	Animal Care Equip. & Svs, Llc	794.00	0.00	1,243.16
Monthly Totals: 101- -55120-790					1,243.16	0.00	1,243.16

Fund: 101 General

Account Number : 101- -55120-790-14011 Animal Shelter - Other Equipment - Animal Shelter - Paul & Linh

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/06/2025	311775	311775	CD	ALLIANCE LAUNDRY SYSTEMS DISTRIBUTION LLC	4,000.00	0.00	4,000.00
Monthly Totals: 101- -55120-790-14011					4,000.00	0.00	4,000.00

Fund: 101 General

Account Number : 101- -55120-790-55010 Animal Shelter - Other Equipment - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
05/06/2025	311775	311775	CD	ALLIANCE LAUNDRY SYSTEMS DISTRIBUTION LLC	8,147.31	0.00	8,147.31
Monthly Totals: 101- -55120-790-55010					8,147.31	0.00	8,147.31

Fund Totals: 101 93,858.19 5,041.38

93,858.19
- 5,041.38

88,816.81

GOV-15011

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

04/22/25 10:09A4 BKJ 553 SALE

1003318	1	EA	16.99	EA	N	AS
WTRPROF TAPE CLR 4"X8'			16.99			
4739975	1	EA	7.99	EA	N	
GORILLA SILVER TAPE 10YD			7.99			
1906817	1	EA	8.59	EA	N	AS
GORILLA SPRY ADHSV 4OZ			8.59			
207	1	EA	5.99	EA	N	
TOOL DUMP BIN RED \$			5.99			

SUB-TOTAL:\$ 39.56 TAX: \$.00
TOTAL: \$ 39.56
CHARGE AMT: 39.56



==>> JRNL# D53173 INV#215413
CUST NO: 7510
ACE REWARDS ID # 19801086722

Customer Copy

-Animal Shelter-

Robin Walker

Name : X
ROBIN WALKER
Acct: MAURY COUNTY COURTHOUSE *
PO#: GOV-15011

Tell us about your experience
today and Enter to win a \$500
gift card!

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

* This survey invitation is
valid for 72 hours

* Store # 17826
* Survey approximately 5 mins

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

GOV-15011

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

04/22/25 10:09A4 BKJ 553 SALE

1003318	1	EA	16.99	EA	N	AS
WTRPROF TAPE CLR 4"X8'			16.99			
4739975	1	EA	7.99	EA	N	
GORILLA SILVER TAPE 10YD			7.99			
1906817	1	EA	8.59	EA	N	AS
GORILLA SPRY ADHSV 4OZ			8.59			
207	1	EA	5.99	EA	N	
TOOL DUMP BIN RED \$			5.99			

SUB-TOTAL:\$ 39.56 TAX: \$.00
TOTAL: \$ 39.56
CHARGE AMT: 39.56



==>> JRNL# D53173 INV#215413
CUST NO: 7510
ACE REWARDS ID # 19801086722

Customer Copy

Animal Shelter

Robin Walker

Name : X
ROBIN WALKER
Acct: MAURY COUNTY COURTHOUSE *
PO#: GOV-15011

Tell us about your experience
today and Enter to win a \$500
gift card!

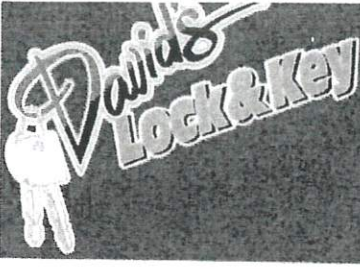
To participate
* Visit: TalkTo.AceHardware.com
or text HELPFUL to 223439

* This survey invitation is
valid for 72 hours

* Store # 17826
* Survey approximately 5 mins

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

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2205 Denise Drive • Columbia, TN 38401
Phone 931-388-3113 • Fax: 931-388-1322
Federal ID: 62-1649805 • State License: #0045

LOCKSMITH



Number: 50980

Date: 6/29/2025

Bill To:

MAURY CO. ACCOUNTS & BUDGETS
ONE PUBLIC SQUARE
SECOND FLOOR
COLUMBIA, TN., 38401
931-375-2301

Ship To:

MHILL@MAURYCOUNTY-TN.GOV

PURCHASE ORDER NUMBER	INVOICE NUMBER	PHONE NUMBER
	50980	

Date	Description	Tax	Amount
05.29.25	AS PER SUZANNE FOR ANIMAL SHELTER INSTALL ONE NEW COMMERCIAL DUTY PASSAGE FUNCTION LEVER HANDLE ON KENNEL DOOR LABOR AND SERVICE CALL		\$254.00
OK TO PAY <u>STORANSON</u> (NAME) <u>7-7-25</u> (DATE) GOV - 14180 (2024-25 budget year)			

SubTotal

State Tax 9.25% on \$0.0

Total

Surplus Listing for Council Agenda 8/14/2025

<u>Inv ID</u>	<u>Description</u>	<u>Serial #</u>	<u>Department</u>
3932	4 Desks		Fire
3933	Printer toner cartridges - HP/Samsung/Brother		MIS
3934	Various cables/devices/software		MIS
3935	Brother Printer / Model# MFC-L3770CD	U6518oD2N770318	MIS
3936	TV Wall Mount		MIS
3937	LG 65" TV - Model LG65UJ6300	711RMYA97338	Dev Services
3938	TCL 75" TV - Model 75S425		Dev Services
3939	Fixed Mount TV		Dev Services



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Ginger Adams, Sr Administrative Assistant to Fire Chief, 931-560-1723, GAdams@columbiatn.gov

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A SIXTY (60) MONTH NO COST CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE FOR THE PROVISION OF ANNUAL FIRE AND BUILDING SAFETY INSPECTION SERVICES FOR PRE-KINDERGARTEN AND KINDERGARTEN THROUGH TWELFTH GRADE SCHOOLS - FIRE & RESCUE

RECOMMENDATION: Approve.

INFORMATION: Columbia Fire & Rescue requests approval from City Council to enter into the renewal of a jurisdiction agreement with the State of Tennessee Department of Commerce and Insurance involving a no monetary obligation between the parties, to conduct one fire and building safety inspection per school within its jurisdiction for each school year. The current contract expires December 31, 2025. The renewal 60-month contract commences January 1, 2026 and concludes December 31, 2031.

CERTIFICATION:

ATTACHMENTS: Staff Report, State of Tennessee Department of Commerce and Insurance No Cost Contract.



NO COST CONTRACT

(an agreement— involving no monetary obligation between the parties— with a federal, Tennessee local, or quasi-governmental entity)

Begin Date January 1, 2026	End Date December 31, 2031	Agency Tracking # 33501-262535	Edison Record ID
Contractor Legal Entity Name City of Columbia			Edison Vendor ID (optional) 0000004067
Service Caption For the provision of annual fire and building safety inspection services for pre-kindergarten and kindergarten through twelfth grade schools			
OCR USE - NC			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
CITY OF COLUMBIA**

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and City of Columbia, hereinafter referred to as the "Contractor," is for the provision of annual fire and building safety inspection services for pre-kindergarten and kindergarten through twelfth grade schools, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. The Contractor shall conduct one (1) fire and building safety inspection per school within its jurisdiction for each school year. The Contractor shall conduct additional fire and building safety inspections shall as necessary, or upon request by the Department of Education ("DOE") program contact, as listed below.
- A.2. The Contractor shall perform inspections in conformance with applicable codes for educational occupancies adopted in Tenn. Comp. R. & Regs. 0780-02-02.
- A.3. The Contractor shall provide a copy of each inspection report by email to the DOE program at fire.safety@tn.gov, and to the inspected school's designated point of contact, within thirty (30) days of the inspection. The Contractor shall include inspection reports for pre-kindergarten programs located in a school building in the building report.
- A.4. The Contractor shall ensure compliance by requiring designated school personnel to complete a Plan of Corrective Action ("POCA") for any noted deficiencies included within the inspection report not more than forty-five (45) days after the date of inspection. The Contractor shall require designated school personnel to provide of copy of such POCA by email to fire.safety@tn.gov. If such POCA is not timely received, or if an acceptable POCA is not submitted, the Contractor shall notify the DOE program contact.
- A.5. The Contractor shall maintain records of all inspections in accordance with policies of local governmental entities.
- A.6. The State shall make its inspection report form checklists available and provide interpretations of codes or inspection guidance to Contractor upon request.

B. TERM OF CONTRACT:

This Contract shall be effective on January 1, 2026 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

There shall be no cost to the State for the performance of services under this contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not

limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.20. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication,

that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Chris Bainbridge, Director of Codes Enforcement
Department of Commerce and Insurance
Davy Crockett Building
500 James Robertson Parkway
Nashville, TN 37243
christopher.bainbridge@tn.gov
Telephone # (615) 741-6246

The Contractor:

Chris Cummins, Fire Chief
City of Columbia
1000 S. Garden Street
Columbia, TN 38401
ccummins@columbiatn.gov
Telephone # (931) 560-1700

DOE Contact:

Brian Yarbrow, Senior Director of School Safety & Transportation
710 James Robertson Parkway
Nashville, TN 37243
brian.yarbrow@tn.gov
Telephone # (615) 741-6246

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

IN WITNESS WHEREOF,

CITY OF COLUMBIA:

CONTRACTOR SIGNATURE

DATE

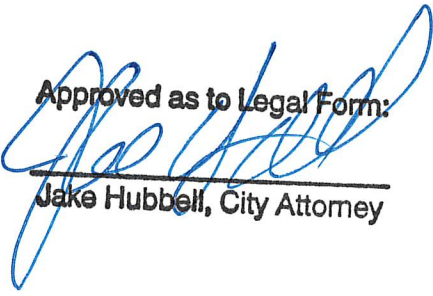
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

Approved as to Legal Form:



Jake Hubbell, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.com, 931-560-1451

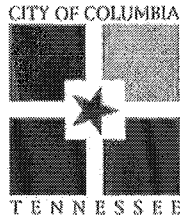
AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND COLUMBIA YOUTH ATHLETIC ASSOCIATION FOR THEIR 2025 FOOTBALL SEASON - WARDS 4 AND 5 – PARKS AND RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Columbia Youth Athletic Association is requesting the renewal of their annual Non-Exclusive Use and Occupancy Permit to utilize the Eva Gilbert Park's football and softball fields for the upcoming 2025 season.

Columbia Youth Athletic Association offers registration discounts to eligible participants based on the Maury County school system guidelines in place for free and reduced lunches.

ATTACHMENTS: Columbia Youth Athletic Association Non-Exclusive Use and Occupancy Permit with insurance.



Parks and Recreation Department

**NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2025**

This permit is executed by and between the City of Columbia, Tennessee hereinafter called "City", and Columbia Youth Athletic Association (CYAA), whose address is 1783 Monsanto Road Columbia, TN 38401, hereinafter called "Permittee".

WHEREAS, the City desires to provide facilities to its citizens, and non-commercial local societies, clubs and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities; and

WHEREAS, the Permittee is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues, fees and charges, and fund-raising projects.

NOW, THEREFORE, it is mutually agreed by and between City and Permittee as follows:

1. **PREMISES**

City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Eva Gilbert Park Football and Softball Field hereinafter called "Premises."

2. **TERM**

The term of this permit shall be a period beginning August 7, 2025 and terminating on August 6, 2026.

3. **PURPOSE**

The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

3A. The CYAA will host the NFL National Youth Flag Football Program.

The NFL National Youth Flag Football Program is required to list the City of Columbia, TN as the additional Insurance Certificate Holder and meet the mandatory minimum Comprehensive General Liability Insurance amounts as indicated in section #17.

4. **PUBLIC USE**

The public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. FEES

- A. The Permittee shall pay City a user fee of \$200.00 per game day to help counterbalance the supply expenses associated with preparing the field.
- B. Additional fees will be charged for Homecoming or Tournament preps that may require thicker paint applications.
- C. Any additional monetary or other contributions from Permittee above the stated fees are appreciated.
- D. Permittee shall have the right to charge participants a reasonable fee designed to cover maintenance and program operation. Excessive fees or charges, which will have the effect of precluding low and moderate-income persons from using the site, shall not be permitted. All funds collected by the Permittee from the operation of the premises shall be used for development, maintenance and program operation on the premises.

6. BY-LAWS

Membership in Permittee's organization shall be open to anyone meeting the requirements of its rules and by-laws. Permittee will not discriminate against a member because of age, race, color, religion, physical handicap, ancestry, sex or national origin. All restrictions, rules, and by-laws, if any, and changes thereto proposed by Permittee's organization shall require prior written approval from the Parks and Recreation Department Director or designated representative. A current copy of by-laws shall be on file in the Parks and Recreation Department office.

7. MAINTENANCE

Maintenance of the Premises shall be as follows:

- A. Permittee shall, at its sole cost and expense, provide for all routine maintenance to include, but not to be limited to: litter pickup, restroom cleaning.
- B. In addition, Permittee shall provide records of all maintenance of improvements and structures installed by Permittee. Permittee shall keep the premises in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.
- C. City shall provide all non-routine and major maintenance for all grounds and Facilities, other than improvements and structures installed by Permittee, to include but not to be limited to: the repair of water and sewer lines, roadways and parking lots, and drainage systems.
- D. City shall render the fields game ready before each game day to include: lining fields, applying drying agents, removing excess water. League coaches and administrators will have access to equipment and assist if needed, to reline fields for subsequent games.

8. IMPROVEMENTS/DEVELOPMENT

Permittee shall not make any improvements, changes or alterations or cause same to be made to the premises, without written authorization and approval from the Parks and Recreation Department Director or designated representative. All improvements shall be at no cost to City.

9. REMOVAL OF IMPROVEMENTS

City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises. In the event Permittee does not so remove said fixtures and improvements within the above specified time, City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.

10. OPERATION

All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks and Recreation Department Director, or designated representative, at least two weeks prior to the activity.

11. INDEMNITY

Permittee agrees to indemnify and save the City of Columbia and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Permittee or any of Permittee's employees, representatives, agents, guests, licensees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same:

- A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises; or
- B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.

12. CONCESSIONS RIGHTS

Permittee shall have the right to operate a concession stand for sale of confections, soft drinks, gum and other food products which are prepared and served in accordance with City of Columbia regulations, during ball games or other City-approved League spectator events; PROVIDED, HOWEVER, that all profits there from shall be used by the Permittee for improvements, operation and maintenance of the premises.

13. ADVERTISING

Permittee shall not place or cause to be placed upon the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms as provided by team sponsors.

14. POSSESSOR INTEREST AND TAXES

This permit may create a taxable possessor interest in Permittee; therefore, as further consideration for the execution of this permit, Permittee agrees to pay and discharge before delinquency, all taxes and assessments, which may be levied against said premises by reason of any interest of Permittee during, said term.

15. NON-EXCLUSIVE OCCUPANCY

It is specifically understood and agreed that Permittee's use hereunder shall be non-exclusive and shall not result in any proprietary rights. City reserves, and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect its interest in the premises or to inspect the operations.

16. COMPLIANCE WITH LAW

Permittee shall, at its sole cost and expense, comply with all the requirements of all Municipal, State and Federal authorities now in effect or which may be in effect which pertain to the permit premises or any operations of the Permittee conducted thereon.

17. INSURANCE

On or before the execution date of this Permit by the City, Permittee shall submit to City an insurance policy or Certificate of Insurance evidencing that Permittee has obtained from a generally recognized insurer, insurance in the following form and minimum amounts specified.

Comprehensive General Liability insurance of:

- | | | |
|----|-------------|-------------------|
| A. | \$1,000,000 | Each Occurrence |
| B. | \$2,000,000 | General Aggregate |
| C. | \$ 250,000 | Property Damage |

The Policy shall name the City of Columbia as additional insured. The Policy of Insurance shall contain the following clauses:

"It is agreed that the Policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Parks and Recreation Department Director of the City of Columbia, shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said Director, as evidenced by properly validated return receipt. The insured waives any right of subrogation against City of Columbia which might arise by reason of any payment under this Policy."

The City reserves the right to re-evaluate the amount and type of insurance required during the term of this permit. Permittee shall provide the amount and type of insurance as required by the Parks and Recreation Department Director within thirty (30) days after Permittee shall have received written notice of such requirement.

18. EQUAL OPPORTUNITY

Permittee will not discriminate against any employee or applicant for employment because of age, race, color, religion, physical handicap, ancestry, sex or national origin. This provision shall include, but is not limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

19. NON-DISCRIMINATION

Permittee, in the operations to be conducted pursuant to the provisions of this permit and otherwise in the use of the facility, will not discriminate or permit discrimination against any person or class of persons by reason or race, color, creed or national origin, sex, age, handicap, or marital status in any manner.

20. DRUG AND ALCOHOL POLICY

In accordance with City of Columbia Substance Abuse Policy (Change 1) dated November 1, 1993, neither Permittee nor its agents, employees, representatives, guests, etc., shall be in any way impaired on the permitted property because of being under the influence of alcohol or a drug, shall possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug, or shall sell, offer or provide alcohol or a drug to another person.

21. UTILITIES AND SERVICES

City shall provide all utilities and services required by Permittee at City's sole cost and expense.

22. AMENDMENT TO PERMIT

This Permit fully expresses all understanding of the parties to this Permit and no verbal understanding of the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Permit and duly approved and executed by Permittee and Parks and Recreation Department Director.

23. PARTIAL INVALIDITY

If any provision of this Permit or the application thereof to any person or circumstances shall to any extent, be held to be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each provision of this Permit shall be held severable and shall be valid and enforced to the fullest extent permitted by law

24. GOVERNING LAW

This Permit shall in every respect be binding upon the parties hereto and their respective successors and assigns. The laws of the State of Tennessee shall govern this Permit.

25. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Permit shall be deemed to be inserted herein and the Permit shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Permit shall forthwith be physically amended to make such insertion or correction.

26. NOTICE

Any notices and notices required or permitted to be given pursuant to this Permit may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

PERMITTEE

Columbia Youth Athletic Association
c/o Glen Tilghman, President
1783 Monsanto Road
Columbia TN 38401
Phone: (931) 626-9113

CITY

Columbia Parks and Recreation
c/o Mackel Reagan, Director
1446 Oak Springs Drive
Columbia TN 38401
Phone: (931) 388-8119

27. SPECIAL PROVISIONS

- a. Permittee agrees to abide, preserve and enforce all established park safety rules and regulations while on premises with participants and spectators
- b. Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason.
- c. All organizations and groups outside of Permittee must have written permission from the Parks & Recreation Director or Designee prior to use of fields.
- d. The City shall have the right to schedule and collect fees associated with other organizations or groups outside of Permittee using the fields.
- e. The Parks & Recreation Director or Designee will coordinate efforts with the Permittee to confirm field availability prior to approving other organizations usage of Premises during the term of this Permit.
- f. Permittee shall have the right to charge a fee to organizations outside of Permittee that request use of your supplies and equipment during the permit period.
- g. Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for league participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
- h. Permittee shall have the right to charge an admission fee not to exceed five dollars (\$5.00) per person. Persons entering the park for general public usage shall not be charged this admission fee.
- i. The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date this agreement.

28. TERMINATION

- A. FOR CAUSE: The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:
 - 1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.
 - 2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.
 - 3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.
- B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

(5)

IN WITNESS WHEREOF, the City and the Permittee have caused this Permit to be executed, effective the date first above written, by their duly authorized agents.

PERMITTEE

By  PRESIDENT
Glen Tilghman, President
Columbia Youth Athletic Association

Date July 22, 2025

CITY OF COLUMBIA

By 
Mackel Reagan, Director
Parks & Recreation

Date _____

By _____
Charles (Chaz) M. Molder, Mayor

Date _____

By _____
Thad H. Jablonski, City Recorder

Date _____

Legal Form Approved:


Jake Hubbell
City Attorney

Date 7/28/25

**Title VI Policy
City of Columbia, Tennessee**

It is the policy of the City of Columbia to ensure that no citizen shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

(6)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Dept PHONE (A/C, No, Ext): 800-622-7370 FAX (A/C, No): 803-256-4017 E-MAIL ADDRESS: ayf@sadlersports.com PRODUCER CUSTOMER ID#:
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INSURED AMERICAN YOUTH FOOTBALL, INC. AND AMERICAN YOUTH CHEER AS MEMBERS OF Columbia Youth Athletic Association c/o Glen Scott Tilghman 1783 Monsanto Road Columbia, TN 38401 Application ID: 458044	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: State National Insurance Company</td> <td>12831</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State National Insurance Company	12831	INSURER B: Zurich American Insurance Company	16535	INSURER C:		INSURER D:	
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INSURER B: Zurich American Insurance Company	16535										
INSURER C:											
INSURER D:											

COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	X		OVE-0001262-01	08:20PM ET 06/29/2025	08:20PM ET 06/29/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO PREMISES RENTED TO YOU (Ea occurrence) \$300,000 PREMISES MEDICAL PAYMENTS EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS- COMP/ OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON- OWNED AUTOS			OVE-0001262-01	08:20PM ET 06/29/2025	08:20PM ET 06/29/2026	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ SEXUAL ABUSE / MOLESTATION ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION			OVE-0001262-01	08:20PM ET 06/29/2025	08:20PM ET 06/29/2026	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION			N/A	N/A	N/A	EACH OCCURRENCE N/A AGGREGATE N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			ZPX 00005941847-00	08:20PM ET 06/29/2025	08:20PM ET 06/29/2026	EXCESS MEDICAL \$100,000 DEATH + SPECIFIC LOSS \$10,000 DEDUCTIBLE \$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: COVERED SPORTS NOTE: The maximum number of players cannot exceed 36 players per team. Tackle Football - 7u Division (1 teams), Tackle Football - 9u Division (1 teams), Tackle Football - 12u Division (1 teams), Cheer / Dance / Step / Majorette Squads / Inspiration - Class 1 (no charge) (3 teams)
 The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER RELATIONSHIP: Property Owner/ Lessor City of Columbia 700 N. Garden St. Columbia, TN 38401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (company A) AUTHORIZED REPRESENTATIVE (company B)
---	---

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

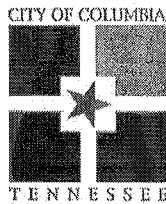
Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.com, 931-560-1451

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND COLUMBIA STATE COMMUNITY COLLEGE FOR THEIR 2025 SEASON - WARDS 4

RECOMMENDATION: Approve.

INFORMATION: The Columbia State Community College is requesting an annual Non-Exclusive Use Permit with the City of Columbia to utilize Ridley Sports Complex for the 2025 season for practices and games. Once approved, the permit will cover their annual facility needs.

ATTACHMENTS: Staff Report, CSCC Non-Exclusive Use and Occupancy Permit, Addendum A



Parks and Recreation Department
**NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2025**

This permit is executed by and between the City of Columbia, hereinafter called "City", and Columbia State Community College, whose address is 1665 Hampshire Pike, Columbia, TN 38401, hereinafter called "Permittee".

WHEREAS, the City desires to provide facilities to its citizens, and non-commercial local societies, clubs and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities.

WHEREAS, the Permittee is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues, fees and charges, and fund-raising projects.

NOW, THEREFORE, it is mutually agreed by and between the City and Permittee as follows:

1. PREMISES

City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Ridley Parks Sports Complex hereinafter called "Premises."

2. TERM

The term of this permit shall begin on August 15, 2025 and shall terminate on August 14, 2026, unless sooner terminated as specified herein.

3. PURPOSE

The premises specified in this permit shall be used only for the purposes of hosting weekly games and practices in accordance with each school's schedule and for no other purpose than provided herein.

4. PUBLIC USE

The public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative.

5. FEES

- A. Permittee shall pay the City a user fee of \$0.00 per use of the facilities.
- B. Any additional monetary or other contributions from the Permittee above the stated fees are appreciated.
- C. The Permittee shall have the right to charge participants a reasonable fee designed to cover maintenance and program operation. Said fees will be subject to prior written approval of the Parks and Recreation Department Director or designated representative. Excessive fees or charges, which will have the effect of precluding low and moderate-income persons from using the site, shall not be permitted. All funds collected by the Permittee from the operation of the premises shall be used for the development, maintenance and program operation on the premises.

6. MAINTENANCE

Permittee shall, at its sole cost and expense, assist with routine maintenance to include, but not limited to: marking and lining fields (*where necessary*), litter pick up after games and removing any banners that may be displayed during games.

The Permittee agrees to maintain the premises in good repair while they are under their control and to reimburse the City for required repairs which are attributable to a breach of this duty, such as, but not limited to, repair of facility damages due to vandalism occurring during Permittee use; plumbing and janitorial services as a result of misuse; and special modifications of a facility that may be required to accommodate use.

7. OPERATION

In scheduling the use of City of Columbia facilities, City of Columbia Parks & Recreation programs shall have first priority. Game dates for each school activity shall run concurrently with all other City approved league programs and no conflicts shall result.

All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks & Recreation Department Director, or designated representative, at least two (2) weeks prior to the activity.

8. INDEMNITY See Addendum A

9. CONCESSIONS RIGHTS

- A. Permittee shall have the right to operate a concession stand, PROVIDED, HOWEVER, that no organization has been granted priority usage.
- B. Where no concession stand exists, Permittee shall have the right to operate a portable concession stand that will be removed from City property after each game.

10. ADVERTISING

Permittee shall not place or cause to be placed upon the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of the Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms as provided by team sponsors.

11. NON-EXCLUSIVE OCCUPANCY

It is specifically understood and agreed that Permittee's use hereunder shall be non-exclusive and shall not result in any proprietary rights. City reserves, and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect its interest in the premises or to inspect the operations.

12. COMPLIANCE WITH THE LAW

Permittee shall, at its sole cost and expense, comply with all the requirements of all Municipal, State and Federal authorities now in effect or which may be in effect which pertain to the permit premises or any operations of the Permittee conducted thereon.

13. INSURANCE See Addendum A

14. EQUAL OPPORTUNITY

Permittee will not discriminate against any employee or applicant for employment because of age, race, color, religion, physical handicap, ancestry, sex or national origin. This provision shall include, but is not limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

15. NON-DISCRIMINATION

Permittee, in the operations to be conducted pursuant to the provisions of this permit and otherwise in the use of the facility, will not discriminate or permit discrimination against any person or class of persons by reason or race, color, creed or national origin, sex, age, handicap, or marital status in any manner.

16. DRUG AND ALCOHOL POLICY

In accordance with City of Columbia Substance Abuse Policy (Change 1) dated November 1, 1993, neither Permittee nor its employees, consultants agents or contractors while in any way using the permitted property, shall be in any way impaired because of being under the influence of alcohol or a drug, shall possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug, or shall sell, offer or provide alcohol or a drug to another person.

17. UTILITIES AND SERVICES

The City shall provide all utilities and services required.

18. AMENDMENT TO PERMIT This Permit and Addendum A

This Permit fully expresses all understanding of the parties to this Permit and no verbal understanding of the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Permit and duly approved and executed by the Permittee and Parks and Recreation Department Director.

19. PARTIAL INVALIDITY

If any provision of this Permit or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Permit shall be valid and be enforced to the fullest extent permitted by law.

20. GOVERNING LAW

This Permit shall in every respect be binding upon the parties hereto and their respective successors and assigns. The laws of the State of Tennessee shall govern this Permit.

21. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Permit shall be deemed to be inserted herein and the Permit shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Permit shall forthwith be physically amended to make such insertion or correction.

22. NOTICE

Any notices required or permitted to be given pursuant to this Permit may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

PERMITTEE

Columbia State Community College
c/o Dr. Janet Smith, President
1665 Hampshire Pike
Columbia, TN 38401
Phone: (931) 540-2510

CITY

Columbia Parks & Recreation Department
c/o Mackel Reagan, Director
1446 Oak Springs Drive
Columbia, TN 38401
Phone: (931) 388-8119

23. SPECIAL PROVISIONS

In the event there is any conflict between the following special provisions and any other provisions of this permit, the special provisions shall govern. The special provisions are as follows:

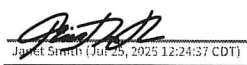
- Permittee or designee must provide the Parks & Recreation Director a complete copy of the game schedule within one week of the 1st game.
- The Permittee shall not commence games on premises until permit terms are approved by Council and signed by all parties as required.
- Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason.
- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.
- The Permittee shall be responsible for opening and closing signage at the entrance to the parks informing the public that no weapons of any kind, including firearms, shall be allowed in City Parks during school activities pursuant to Tennessee Code Annotated 39-17-1309.

24. TERMINATION

- A. FOR CAUSE: The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:
- 1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.
 - 2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.
 - 3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.
- B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

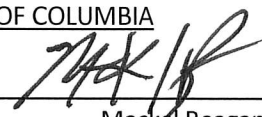
IN WITNESS WHEREOF, the City and the Permittee have caused this Permit to be executed, effective the date first above written, by their duly authorized agents.

PERMITTEE

By 
Janet Smith (Jul 25, 2025 12:24:37 CDT)
 Dr. Janet Smith, President
 Columbia State Community College

Date 07/25/2025

CITY OF COLUMBIA

By 
 Mackel Reagan, Director
 Parks & Recreation

Date _____

By _____
 Charles (Chaz) M. Molder,
 Mayor

Date _____

By _____
 Thad H. Jablonski,
 City Recorder

Date _____

Legal Form Approved: 
 Jake Hubbell,
 City Attorney
 Date: 7/30/25

**Title VI Policy
City of Columbia, Tennessee**

It is the policy of the City of Columbia to ensure that no citizen shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Addendum A

This Addendum is attached to and made a part of the Non-Exclusive Use and Occupancy Permit 2025 between the City of Columbia (City) and Columbia State Community College (Permittee), whose address is 1665 Hampshire Pike, Columbia TN 38401. To the extent this Addendum conflicts with the terms and conditions described in the Permit, the terms and conditions contained in this Addendum shall control.

1. Indemnification:

Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Any and all claims against the Purchaser and the State of Tennessee, including Columbia State Community College or its employees, for injury, damages, expenses or attorneys' fees, shall be heard and determined in the manner prescribed by the law of the State of Tennessee. Damages recoverable against the Purchaser or Columbia State Community College shall be limited as required by laws of the State of Tennessee.

2. Insurance:

The Permittee is an entity of the State of Tennessee, which is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the School or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the School shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.

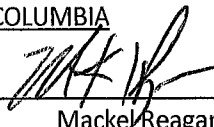
Agreed and Accepted By:

PERMITTEE

By 
Janet Smith (Jul 25, 2025 12:24:37 CDT)
Dr. Janet Smith, President
Columbia State Community College

Date 07/25/2025

CITY OF COLUMBIA

By 
Mackel Reagan, Director
Parks & Recreation

Date _____

By _____
Charles (Chaz) M. Molder,
Mayor

Date _____

Legal Form Approved:

By

Jake Hubbell,
City Attorney

Date:

8/12/25

By

Thad H. Jablonski,
City Recorder

Date



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.com 931-560-1451

AGENDA ITEM TITLE:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT AMENDMENT No. 5 BETWEEN CITY OF COLUMBIA AND LOSE DESIGN NOT TO EXCEED THE AMOUNT OF \$25,000.

RECOMMENDATION: Approve.

INFORMATION: Lose Design, provider of architecture, civil engineering, landscape architecture, and land planning, services, offer this contract amendment No. 5 (20199) for extending professional services for the project in Columbia, Tennessee. Columbia P&R is seeking multiple renovations for the newly acquired Columbia Aquatics and Recreation Center. Contract Amendment No. 5 shall include design services, as well as the Construction Administration review requirements, necessary to develop renovation plans not to exceed \$25,000 of construction work on the Columbia Aquatics & Recreation Center (formerly known as the Muletown Recreation Center). This design is to include items included in the attached scope of services.

CERTIFICATION: The Chief Financial Officer certifies that \$25,000 is budgeted and unencumbered in Capital Projects - Parks Aquatics and Recreation Center - Professional Services.

ATTACHMENTS: Staff report, Lose Contract Amendment No.5 (Job No. 20199).

Contract Amendment No. 5
Between City of Columbia & Lose & Associates, Inc. DBA Lose Design
Columbia Public Works – Expansion – Columbia Aquatics & Recreation Center
Renovation Phase 1
Contract Dated October 28, 2021
Lose & Associates Job Number 20199 – This amendment will be 20199-2

This document shall serve as Contract Amendment No. 5 for the City of Columbia Public Works Expansion design services. Contract Amendment No. 5 shall include design services, as well as the Construction Administration review requirements, necessary to develop renovation plans for up to \$250,000 of construction work on the recently acquired Columbia Aquatics & Recreation Center (formerly known as the Muletown Recreation Center). This design is to include items included in the attached scope of services.

Fees

The services described herein will be provided on a Hourly basis following the Attachment A – Hourly Rates Schedule (based on the existing scope and \$250,000 construction budget, Hourly fees are to not exceed \$25,000 without written client approval)

Notes:

- (1) Expense amounts inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, deliveries, and mileage. Expenses shall be billed in accordance with Attachment A.

Terms and Conditions outlined in the original contract dated October 28, 2021 will govern the work included in this Amendment.

ACCEPTED: This _____ day of _____, 2025
ISSUED: This _____ day of July 2025.

Agreed to:

City of Columbia, Tennessee
Client Name

Signer's Name (Typed or Printed)

BY: _____
Authorized Signature

Date: _____

Title: _____

Agreed to:

Lose Design
Lose & Associates, Inc., dba Lose Design

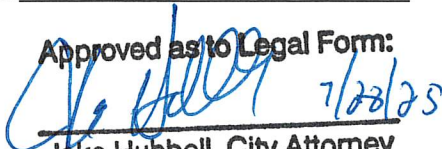
Lee Davidson
Signer's Name (Typed or Printed)

BY: _____
Authorized Signature

Date: _____

Title: Executive Vice President

Approved as to Legal Form:


Jake Hubbell, City Attorney

SCOPE OF SERVICES/FEES

Columbia Aquatics & Recreation Center Renovation Phase 1 Columbia, Tennessee Lose Project Number 20199-2,

Project Description

Lose Design understands that the city of Columbia Tennessee (Client) desires to make renovations to the Columbia Aquatics & Recreation Center (formerly known as the Muletown Recreation Center). We understand that the Client desires us to develop a construction scope based on a budget of \$250,000, construction documents, opinions of cost, permitting, bidding and construction administration for this project.

Task 1 - Project Management, Data Collection and Visioning

This task will consist of the following:

- Lose will review and assemble all base information provided by Client.
- Lose will review applicable codes and requirements.
- Lose Design will prepare and provide meeting minutes to document direction and conclusions at each stage.
- Lose will attend a project kick off / visioning meeting and site visit, scheduled to occur in the same trip by Lose. This meeting and site visit will provide an opportunity for P&R staff and Stakeholders to provide information on the building such as known issues or other concerns and outline scope goals for the project that need to be incorporated in the initial planning phase.
- Lose will use existing city drawings and perform on site measuring to verify existing conditions and develop a base plan for the building.

Up to 1 site meeting and one measuring visit is included in this task

Task 2 – Initial Scoping and Design Development

This task will consist of the following:

- Lose will prepare a conceptual plan. This plan will be prepared to meet Client goals for the renovation.
- Lose will schedule a virtual progress review meeting with Client staff to review and discuss the scope and budget. During this review meeting, the concept will be marked for adjustments.
- Lose will prepare a preliminary Opinion of Probable Cost (OPC). The OPC will be prepared to help develop a final scope for design and construction.

Up to 2 virtual meetings are included in this task

Task 3 – Construction Documents

This task will consist of the following:

- With the client-approved scope, Lose will develop the architectural construction documents for the renovations.
- Floor Plan - Lose will provide a Floor plan with dimensions to finalize the improvements.
- At 50% and 90% document completion milestones, Lose will host a virtual design review meeting with Department staff to present in-progress construction documents to review the plans and an updated preliminary Opinion of Probable Cost (OPC). Lose will incorporate review comments and feedback to the construction documents.

Up to 3 virtual meetings are included in this task

Task 3 - Deliverables:

Lose will provide both digital PDFs and 1- full scale 24"x36" paper copies of the following at each respective milestone meeting:

- *50% Construction Documents*
- *90% Construction Documents, Project Manual and Specifications*
- *Final Construction Documents and Project Manual and Specifications issued for Construction*

Task 4 – Permitting

This task will consist of the following:

- Provide all necessary information for the Permit application of local building and codes department for Permit review.
- Coordinate application fee (by Client) and signatures required for application to building code officials.
- Address review comments and resubmit up to (2) times with the local building and codes review department.
- Lose will provide required documentation to Client for submission and coordination of permitting with the State.

Task 5 – Bidding & Contract Administration

This task will consist of the following:

- Coordination and assistance with bidding documents (front end and advertisements), process and attendance of pre-bid meeting and bid opening.
- Attend pre-construction meeting.
- Coordination and assistance with preparation of construction contracts.
- Attend site meetings, review shop drawings and contractor pay applications as requested by Owner.

- Prepare and review punch list at substantial completion and project close-out procedures.

Up to 2 bid-related meetings and 4 construction administration meetings are included in this task

Exclusions

- Professional Services other than those listed in the above Scope of Services
- Specialized environmental services other than those listed in the above Scope of Services
- Geotechnical Engineering design or inspections
- Detailed Cost Estimating Services
- Detailed Construction Inspections other than those listed in the above Scope of Services

Client Responsibilities

- General Conditions of this Agreement
- Providing Access to the Subject Building

ATTACHMENT A – Hourly Rates

LOSE DESIGN

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

Executive Management	\$275.00
Vice President	\$273.00
Sr. Engineer, Sr. Project Manager	\$242.00
Sr. Architect	\$221.00
Sr. Landscape Architect, Sr. Land Planner	\$210.00
Project Manager	\$210.00
Engineer, Architect	\$200.00
Landscape Architect, Interior Designer, Planner	\$184.00
Engineer in Training	\$158.00
Intern Architect	\$152.00
Land Planner	\$147.00
Senior Proposal Coordinator	\$142.00
BIM Specialist	\$137.00
Technician, Marketing Content Creator	\$105.00
Project Accounting Coordinator, Administrative Assistant	\$105.00

Reimbursable Expenses

Consultants' Services	cost + 10%
Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2025

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2026, at which time they may be adjusted by the Design Professional.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.com 931-560-1451

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT AMENDMENT No. 6 BETWEEN CITY OF COLUMBIA AND LOSE DESIGN IN THE AMOUNT NOT TO EXCEED \$10,000.

RECOMMENDATION: Approve.

INFORMATION: Lose Design, provider of architecture, civil engineering, landscape architecture, and land planning, services, offer this contract amendment No. 6 (20199) for extending professional services for the project in Columbia, Tennessee. Columbia P&R is seeking to renovate the existing tennis courts in Woodland Park. Contract Amendment No. 6 shall include design services, as well as the Construction Administration reviewing requirements, necessary to develop renovation plans not to exceed \$10,000 of construction work on the Woodland Park tennis courts. This design is to include items included in the attached scope of services.

CERTIFICATION: The Chief Financial Officer certifies that \$10,000 is budgeted and unencumbered in Capital Projects - Parks Administration - Professional Services.

ATTACHMENTS: Staff report, Lose Design Contract Amendment No. 6 (Job No. 20199).



Contract Amendment No. 6
Between City of Columbia & Lose & Associates, Inc. DBA Lose Design
Columbia Public Works Expansion – Woodland Park Tennis Court Surface
Renovation
Contract Dated October 28, 2021
Lose & Associates Job Number 20199 – This amendment will be 20199-2

This document shall serve as Contract Amendment No. 6 for the City of Columbia Public Works Expansion design services. Contract Amendment No. 6 shall include design services, as well as the Construction Administration review requirements, necessary to develop plans for existing tennis court surface renovation using post-tension concrete. This design is to include items included in the attached scope of services.

Fees

The services described herein will be provided on a Hourly basis following the Attachment A – Hourly Rates Schedule, (based on the existing scope, Hourly fees are to not exceed \$10,000 without written client approval)

Notes:

(1) Expense amounts inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, deliveries, and mileage. Expenses shall be billed in accordance with Attachment A.

Terms and Conditions outlined in the original contract dated October 28, 2021 will govern the work included in this Amendment.

ACCEPTED: This _____ day of _____, 2025
ISSUED: This _____ day of July 2025.

Agreed to:

City of Columbia, Tennessee
Client Name

Signer's Name (Typed or Printed)

BY: _____
Authorized Signature

Date: _____

Title: _____

Agreed to:

Lose Design
Lose & Associates, Inc., dba Lose Design

Lee Davidson
Signer's Name (Typed or Printed)

BY: _____
Authorized Signature

Date: _____

Title: Executive Vice President

SCOPE OF SERVICES/FEES

Woodland Park Tennis Court Surface Renovation Columbia, Tennessee Lose Project Number 20199-3,

Project Description

Lose Design understands that the city of Columbia Tennessee (Client) desires to make surface renovations to the 6 existing tennis courts located in Woodland Park. We understand that the Client desires us to develop construction documents, opinions of cost, coordinate bidding and provide construction administration for this project.

Task 1 - Project Management and Data Collection

This task will consist of the following:

- Lose will review and assemble all base information provided by Client.
- Lose will use existing city drawings, existing aerial photography and perform on site measuring to verify existing conditions and develop a base plan for the building.

Up to 1 site meeting/measuring visit is included in this task

Task 2 – Construction Documents

This task will consist of the following:

- Lose will develop the bid/construction documents for the post-tension surface renovations.

Up to 1 virtual meeting is included in this task

Task 2 - Deliverables:

Lose will provide both digital PDFs and 1- full scale 24"x36" paper copies of the following:

- *Final Construction Documents and Project Manual and Specifications issued for Construction*

Task 3 – Bidding & Contract Administration (Hourly)

This task will consist of the following:

- Coordination and assistance with bidding documents (front end and advertisements), process and attendance of pre-bid meeting and bid opening.
- Attend pre-construction meeting.
- Coordination and assistance with preparation of construction contracts.

- Attend site meetings, review shop drawings and contractor pay applications as requested by Owner.
- Prepare and review punch list at substantial completion and project close-out procedures.

Up to 2 bid-related meetings and 2 construction administration meetings are included in this task

Exclusions

- Professional Services other than those listed in the above Scope of Services
- Specialized environmental services other than those listed in the above Scope of Services
- Structural Engineering
- Geotechnical Engineering design or inspections
- Detailed Cost Estimating Services
- Detailed Construction Inspections other than those listed in the above Scope of Services

Client Responsibilities

- General Conditions of this Agreement
- Providing Access to the Subject Site

ATTACHMENT A – Hourly Rates

LOSE DESIGN
 HOURLY RATE SCHEDULE (for use with all hourly agreements and for
 Additional Services)

Professional Services Hourly Rate

Executive Management	\$275.00
Vice President	\$273.00
Sr. Engineer, Sr. Project Manager	\$242.00
Sr. Architect	\$221.00
Sr. Landscape Architect, Sr. Land Planner	\$210.00
Project Manager	\$210.00
Engineer, Architect.....	\$200.00
Landscape Architect, Interior Designer, Planner.....	\$184.00
Engineer in Training.....	\$158.00
Intern Architect	\$152.00
Land Planner	\$147.00
Senior Proposal Coordinator.....	\$142.00
BIM Specialist	\$137.00
Technician, Marketing Content Creator.....	\$105.00
Project Accounting Coordinator, Administrative Assistant	\$105.00

Reimbursable Expenses

Consultants' Services	cost + 10%
Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2025

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2026, at which time they may be adjusted by the Design Professional.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kristie Basile, Senior Administrative Assistant, kbasile@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE LONG-TERM FLOW MONITORING BETWEEN THE CITY OF COLUMBIA AND CSL SERVICES, INC IN THE AMOUNT OF \$96,225

RECOMMENDATION: Approve.

INFORMATION: The project will include installation and ongoing maintenance of 10 wastewater flow meters for a 12-month period in the amount of \$96,225. The primary objective of this effort will be to quantify the wastewater flow at each site. Quarterly reports will be prepared that present the average daily flow, peak daily flow, total monthly flow at each site and rainfall recorded, along with a narrative that describes any significant findings.

CERTIFICATION: The Chief Financial Officer certifies that \$96,225 is budgeted and unencumbered in Wastewater - Pump Stations-Professional services.

ATTACHMENTS: Staff Report, CSL Services Inc. Proposal.



Customized Solutions to your Flow Metering Needs

July 9, 2025

Ryan Filipkowski, EIT
Wastewater Civil Engineer
Wastewater Department
CITY OF COLUMBIA
1244 Treatment Plant Road
Columbia, TN 38401

**RE: PROPOSAL FOR LONG TERM FLOW MONITORING 2025-2026
COLUMBIA, TENNESSEE**

Dear Ryan,

Thank you for allowing us to present this proposal to set up a long term flow monitoring program in the City of Columbia. We are excited about being able to provide you with quality flow data that will become a valuable tool in your wastewater collection system management.

PROPOSED SCOPE OF WORK:

This project will include the installation and ongoing maintenance of 10 wastewater flow meters for a 12-month period. The primary objective of this effort will be to quantify the wastewater flow at each site. Flow data will always be available on our secure website. Quarterly reports will be prepared that present the average daily flow, peak daily flow, total monthly flow at each site and rainfall recorded, along with a narrative that describes and significant findings.

The following narrative provides more detail about the specific tasks required to execute this work:

- Task One – CSL will provide and install ten (10) long term sanitary sewer flow meters. The flow meters will be set to take depth and velocity readings at 15-minute intervals and to calculate the corresponding flow rate based on the pipe geometry at each location.

- Task Two – CSL will provide and install three (3) rain gauges with remote telemetry at the YMCA PS, the Columbia Ave PS and the Laurel Chase PS.
- Task Three – CSL will provide ongoing routine maintenance in accordance with manufacturer's specifications as needed to ensure that the equipment is operating properly. It will be the sole responsibility of the service provider to repair or replace any malfunctioning equipment to ensure minimal loss of data. CSL will guarantee a minimum of 90% uptime for all equipment. The data will be uploaded to a secure website once every 24 hours and access credentials will be provided to the City Wastewater Engineer.

On a quarterly basis, CSL will take manual depth and velocity readings to compare to the meter readings and make any adjustments in the equipment to ensure that the readings are accurate according to industry standards. Records of these calibration readings and any adjustments will be made available to the City upon request.

- Task Four – CSL will provide quarterly letter reports to the City that include hydrographs and tables that present the average daily flow at each site, the peak daily flow at each site, the total flow for the month at each site, and the rainfall recorded at each rain gauge.
- Task Five – The City may request that CSL remove and relocate, or remove and re-install a flow meter in the same location based on operational needs. This line item will only be utilized if so directed by the City.
- Task Six – CSL will prepare an annual report that includes an Infiltration/Inflow (I&I) analysis. This analysis will compare wet weather flows to dry weather flows at each site to determine the amount of Rainfall-derived Inflow and Infiltration (RDII) that is introduced from the sub-system isolated by each flow meter.
- The City may also direct CSL to prepare interim reports from time to time that assess the impacts of proposed developments, specific rain events, or other issues that may arise. These reports may require the installation of additional flow meters on a temporary basis. The scope of work and cost for these reports will be developed at the time of the request.

Ryan Filipkowski, EIT
July 9, 2025
Page Three

PROPOSED COST SCHEDULE:

The following table presents our proposed costs for this project. Note that in subsequent years, Line Items 1 and 2 will drop off unless flow meters are moved to new locations.

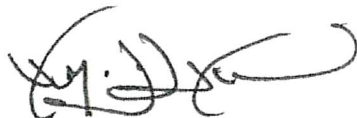
Item	Description	Quantity	Units	Unit Price	Item Total
1	Flow Monitor Installation and Calibration	10	EA	\$675.00	\$6,750.00
2	Rain Gauge Installation and Calibration	3	EA	\$325.00	\$975.00
3	Flow Monitor Operation, Maintenance and Data Collection, per Meter-Month	120	Meter-Month	\$625.00	\$75,000.00
4	Quarterly Letter Report	4	EA	\$1,200.00	\$4,800.00
5	Flow Meter Removal and Re-Installation, only if needed	2	EA	\$975.00	\$1,950.00
6	Annual Report	1	EA	\$6,750.00	\$6,750.00
				TOTAL	\$96,225.00

Our Standard Terms and Conditions and an Execution Clause are included on the following pages.

Please let me know if you have any questions or comments.

Best regards,

CSL SERVICES, INC.



William H. Dawson, P.E.
Vice President

CSL Services, Inc. (CSL)

Terms and Conditions for Flow Monitoring Services

CSL Scope of Services:

The Services to be performed by CSL will include the following:

- Provide a 2-person field crew for all CSL field work
- Provide sewer flow monitoring equipment to measure sanitary flows
- Install and program flow monitoring equipment at client designated locations
- Collect flow data and manually confirm depth and velocity measurements of monitors at monitor equipment installation, and immediately prior to monitoring equipment removal
- Remove flow monitoring equipment at the end of the monitoring period
- Perform data processing and analysis
- Prepare and deliver monthly letter reports and an annual report with I&I analysis

Flow Monitoring Equipment:

The flow monitoring equipment provided by CSL shall be suitable for open channel sewer flow monitoring. CSL will use portable, battery-powered flow monitoring equipment at all flow monitor locations. Flow monitors will be programmed to record measured flow depth and velocity at no greater than 15-minute intervals.

CSL will use ISCO, American Sigma, ADS, FlowAV or equal, area-velocity flow monitoring equipment. These flow monitors use pressure sensor technology for level measurement, and ultrasonic, continuous wave Doppler technology for velocity measurement.

Safety:

CSL has full responsibility for the safety of its employees and agents, including providing appropriate safety equipment for its field personnel.

CSL shall assign personnel to the project who are trained in flow monitoring, familiar with working in the field and are trained in safe traffic control and permit-required confined space access procedures. A 2-person field crew is nominally required for safe confined space access (manhole entry) per OSHA regulation. CSL shall be fully responsible for its own safety while on the job. CSL personnel shall comply with City, County, State and Federal OSHA requirements.

CSL will provide limited traffic control setup with cones and signs, as required. CSL assumes heavy traffic control, including all labor and equipment beyond cones and signs, will be provided by others, if required. Heavy traffic control would include, but not be limited to, traffic plan(s), flag person(s), arrow board(s), lighted sign board(s), etc.

Specific Exclusions:

CSL specifically excludes the following work tasks necessary to accomplish the base scope of work:

- Field locating potential monitoring locations
- Uncovering buried or paved over manholes

- Accessing manholes on private property
- Field visit(s) to the flow monitoring location(s) between scheduled visits
- Interim data submittals
- Moving flow monitors once installed
- Provision of more than a 2-person field crew
- Data loss due to events beyond CSL's control
- Heavy traffic control not provided by CSL

Deliverables:

CSL will deliver a quarterly letter report via email that will include:

- Hydrograph(s) of depth, velocity, and flow using hourly averaging of 15-minute measurements
- Tabular output(s) of the data that present the average daily flow at each site, the peak daily flow at each site, the total flow for the month at each site, and the rainfall recorded at each rain gauge.
- Narrative that describes any significant findings

CSL will also deliver an annual report that will include:

- A projection of the RDII expected to occur at each site as a result of a 2-year, 24-hour storm event

Responsibilities of the Client:

CSL is proposing to provide a turnkey service that will minimally impact the client's resources. Certain items, however, will be required in advance of CSL field activities to accomplish the basic Scope of Services. The items are:

- Provide engineering maps clearly identifying each of the flow monitoring locations
- Provide linear footages of the basins isolated by each flow monitor
- Provide an overall flow schematic diagram detailing each flow monitoring location(s) position relative to the other flow monitoring locations
- Provide a list of proposed flow monitoring location(s) with pipe diameters identified at least 2 weeks prior to CSL's mobilization to the project site (Imperative for preparing sensor flow monitoring equipment)
- Field confirm that manhole(s) are accessible, not buried, not paved over, not on private property, etc.
- Field confirm that monitoring locations do not have accumulated debris precluding flow monitoring equipment installation or causing flow disturbance

Payment Terms:

CSL shall submit progress payment invoices at monthly intervals during the performance of services. The progress payment invoices will be based on CSL estimated completion percentages. At the completion of services, CSL will submit a final invoice for any remaining portion of the contract amount not previously invoiced. If CSL's CLIENT is not the Primary Contracting entity, CLIENT shall invoice the Primary Contracting entity for CSL work within 5 business days of receipt of CSL invoice. Payment Terms are Net 30 days. 1.5 % per month interest shall be added to all payments in excess of 30 days.

Work Schedule:

CSL will coordinate the start of the monitoring period with the CLIENT after CSL receives a written notice to proceed.

Additional Work Items:

CSL shall not perform work outside of the scope of services listed in these terms and conditions for temporary flow monitoring services unless changed by written amendment by both CSL and the CLIENT.

INSURANCE:

CSL CURRENTLY CARRIES COVERAGE IN THE AMOUNTS SHOWN ON FOLLOWING CERTIFICATE:

EXECUTION

Execution by a representative of THE CITY OF COLUMBIA WASTEWATER DEPARTMENT will be authorization for CSL to proceed with the Services described herein.

The parties hereto have caused this Agreement to be executed this ____ day of

_____, 20 ____.

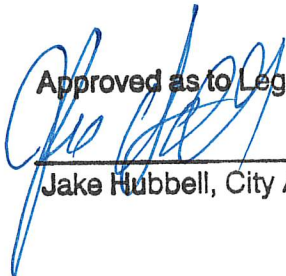
For THE CITY OF COLUMBIA WASTEWATER DEPARTMENT:

By: _____

Title: _____

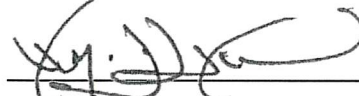
Date: _____

ATTEST: _____


Approved as to Legal Form:

Jake Hubbell, City Attorney

FOR CSL SERVICES, INC.:

By:  _____

Title: Vice President _____

Date: July 9, 2025 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1 Corporate Dr. Ste 310 Shelton CT 06484	CONTACT NAME: Sarah Pommier PHONE (A/C, No, Ext): 860-251-6308 E-MAIL ADDRESS: Sarah_Pommier@ajg.com FAX (A/C, No): 860-616-2773														
INSURED CSL SERVICES INC. 7905 Browning Road, Suite 316 Pennsauken NJ 08109	CSLSERV-01 <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Indemnity Co of America</td><td>25666</td></tr><tr><td>INSURER B : Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C : Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER D : Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER E : Underwriters at Lloyd's London</td><td>15792</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co of America	25666	INSURER B : Phoenix Insurance Company	25623	INSURER C : Travelers Property Casualty Co of America	25674	INSURER D : Charter Oak Fire Insurance Company	25615	INSURER E : Underwriters at Lloyd's London	15792	INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1129136894**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6304S59965A	8/16/2024	8/16/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA-4S598013	8/16/2024	8/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-6S168205	8/16/2024	8/16/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y N/A			UB6S165830	8/16/2024	8/16/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability			ANE1576428.24	8/16/2024	8/16/2025	Each Claim Limit \$1,000,000 Aggregate \$1,000,000 Retention \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excluded Officer - Bruce Cohen

Professional Liability policy listed above is written on a claims-made basis with a retroactive date of 7/16/2007.

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kristie Basile, Senior Administrative Assistant, kbasile@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: APPROVE THE PURCHASE OF AN O'BRIEN FLUSHING TRAILER FROM THE HI-VAC CORPORATION IN THE AMOUNT OF \$106,500 USING SOURCEWELL CONTRACT #032824-CER

RECOMMENDATION: Approve.

INFORMATION: Purchase a 7040-SC O'Brien Flushing Trailer from the Hi-Vac Corporation for \$106,500 using Sourcewell Contract #032824-CER. The flushing trailer will replace a flushing trailer currently in our fleet that has aged and in need of replacement.

CERTIFICATION: The Chief Financial Officer certifies that \$106,500 is budgeted and unencumbered in Wastewater - Line Maintenance-Machinery and Equipment.

ATTACHMENTS: Staff Report, Hi-Vac Corporation Proposal for O'Brien Flushing Trailer.

O'BRIEN®**Customer Proposal**

Customer Name City of Columbia
Wastewater
Contact Name
Address 1244 Treatment Plant Road
Columbia, Tennessee
38401
Phone Number 9315601001
E-Mail Address

Dealer Hi-Vac Corporation
Contact Name
Address 117 Industry Road
Marietta, Ohio 45750
Phone Number 7403742306
E-Mail Address

0. BODY

Qty	Item	Description
1.00	7040-SC (250080198)	O'BRIEN - 7040-SC, 74 HP Diesel Power, 40 GPM @ 2000 PSI 700 gal. Water

1.0. STANDARD

Qty	Item	Description
1.00	344020FL	FLUSHER NOZZLE
1.00	344020PE	PENETRATOR NOZZLE
1.00	OBJ-143LD	WIRED PENDANT
1.00	J-1905	LEADER HOSE, 3/4" x 20' 3,000 PSI
1.00	J-2203	3" TIGER TAIL WITH ROPE
1.00	300008559	O'BRIEN RECIRCULATION SYSTEM

2.0. PAINT

Qty	Item	Description
1.00	PAINT-WHITE	WHITE PAINT

**O'BRIEN®****3.0. SHIPPING**

Qty	Item	Description
1.00	STD-0090	HVC ARRANGED SHIPPING

4.0. TRAILER

Qty	Item	Description
1.00	200080104	TRAILER, INCLUDES: MANUAL JACK, BALL HITCH, AND WHITE PAINTED STEEL WHEELS

5.0. LEVELWIND

Qty	Item	Description
1.00	200080024	AUTO LEVELWIND WITHOUT COUNTER

6.0. SEWER HOSE

Qty	Item	Description
1.00	A175150-22	SEWER HOSE, 3/4" x 500' 2500 PSI

7.0. LIGHTING OPTIONS

Qty	Item	Description
1.00	300009357	O'BRIEN LIGHTING PACKAGE, INCLUDES: (2) FLOODLIGHTS & (2) STROBE LIGHTS

8.0. STORAGE OPTIONS

Qty	Item	Description
1.00	OBJ-99	TOOLBOX, 30" x 13" x 9.6", FENDER MOUNTED



O'BRIEN

9.0. LATERAL CLEANOUT KIT

Qty	Item	Description
1.00	250080226	LATERAL CLEANOUT KIT, 1/2" x 200', 3000 PSI

9.1. MISC. OPTIONS (INSTALLED)

Qty	Item	Description
1.00	OBJ-4300	FILL HOSE BASKET
1.00	300002545	CONE HOLDER

9.2. MISC. OPTIONS (LOOSE)

Qty	Item	Description
1.00	A220330	HYDRANT WRENCH
1.00	A176150	25' HYDRANT FILL HOSE
1.00	15007-B	WASHDOWN GUN WITH 25' HOSE
1.00	A221800	MANHOLE COVER REMOVAL HOOK

Hi-Vac Corporation's Terms and Conditions of Sale, a copy of which is attached, apply to this transaction, except that Section 12 is deleted in its entirety and replaced with the following:
Governing Law. The laws of the State of Ohio, without regard to the conflicts of law principles thereof, shall govern Buyer's order.

O'BRIEN



Sourcewell Contract
Price:

\$113,351.33

Freight: TBD at time of Shipment
Shipment Date: TBD
Delivery: FOB Marietta, Ohio
Quote Number: Q-06782-1
Quote Date: 8/5/2025 8:51 AM
Customer:
Does not include any applicable FET.

Customer Purchase Order: _____

Authorized Signer Printed: _____

Signature: _____

Date: _____

Title: _____

Approved as to Legal Form:



Jake Hubbell, City Attorney

Sourcewell

Awarded Contract

Contract #032824-CER

Terms And Conditions

1. Applicability of Seller's Terms and Conditions. All orders ("Orders") placed by the entity purchasing goods and services ("Buyer") of HI-Vac Corporation ("Seller") are expressly conditioned on Buyer's agreement to these Terms and Conditions of Sale ("Terms and Conditions"). Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer purchase order or other form or communication shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase goods or services shall constitute Buyer's assent to these Terms and Conditions.
2. Quotations. Unless otherwise specified in the quotation, Seller's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.
3. Payment and Shipping Terms. Domestic sales are FOB, Seller's factory or other point of shipment designated by Seller. International sales are CIF. Should Buyer qualify for credit payment terms, unless otherwise quoted or acknowledged by Seller, payment terms are net thirty (30) days from the date of an order. Payment for all goods or services is due and shall be paid according to the terms appearing on the face of the invoice and quotation from Seller. Any amount not paid on the date it is due shall accrue interest at a rate of 18% per annum. All payments will be made in US Dollars. If Buyer is delinquent in the payment of any invoice, Seller may, in its discretion and without prejudice to its other rights, withhold shipment (including partial shipments) of any order and require Buyer to prepay for further shipments until complete payment has been received. Buyer shall be responsible for all costs related to the collection of past due unpaid amounts. In addition to any prices, Buyer shall pay the amount of any present or future manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, customs duty, inspections or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any government authority, on or measured by the transaction between Seller and Buyer. In the event Seller is required to advance any such tax, fee or charge, Buyer shall reimburse Seller therefor, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted with any exemption certificate or other document acceptable to the authority imposing such tax, fee or charge. For international transactions, Seller shall not begin production or fabrication of ordered goods until one of the following has occurred: (i) Buyer has provided full (100%) payment of all costs related to the Order, or (ii) Buyer has provided Seller with a letter of credit covering all costs related to the Order, such letter of credit shall be determined acceptable or non-acceptable in the Seller's sole and absolute discretion.
4. Title and Risk of Loss. Title and risk of loss or damage in transit shall pass from Seller to Buyer at delivery, which shall be deemed to occur upon transfer of possession to the first carrier or Buyer's representative (which for these purposes will include Seller if Buyer has arranged for transportation by Seller's personnel) at the delivery point whichever occurs first pursuant to the applicable shipping terms.
5. Delays or Default in Delivery. Seller shall have no liability to Buyer for Seller's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities or tooling capacity, epidemics, pandemics, or other similar or dissimilar causes beyond Seller's reasonable control whether or not foreseeable. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver any goods to or perform services for Buyer as agreed.
6. Acceptance. Buyer acknowledges and agrees that the Buyer has 10 calendar days to inspect the goods from the earlier of (i) the time the goods have been picked up by Buyer or their representative, and (ii) the time the goods have been delivered to the destination in the invoice or a place that the Purchaser typically receives goods from Seller. Buyer must notify the Seller if the goods are being rejected as non-conforming goods by providing a Return of Goods Authorization form ("RGA") received by Seller no later than 10 calendar days after receipt of goods as determined above and the RGA must include the invoice and transaction number, the goods that Buyer believes are non-conforming and the details of why Buyer asserts the goods are not conforming. Failure to notify Seller within 10 calendar days will be deemed acceptance of the goods and any subsequent product issue shall be controlled by the product warranty section of these Terms and Conditions. If Seller allows the return of any goods after the 10 calendar day acceptance period, Buyer shall pay a 15% restocking fee to Seller.
7. Design and Technical Information. Seller claims proprietary rights in the Items and Information associated with the Order. Drawings and technical information are issued in confidence for engineering information and mutual assistance only and may not be publicly disseminated, reproduced or used by Buyer without Seller's prior written consent and shall be returned upon the earlier of Seller's written request or when its purpose has been served.
8. Changes; Cancellations. Changes and/or cancellations to existing schedules or orders are subject to Seller's prior written acceptance and reasonable cancellation charges, including all progress billings and reimbursement by Buyer of Seller's incurred direct manufacturing costs, including but not limited to all labor costs and expenses and costs of materials that are not usable by Seller and other non-recoverable costs incurred. Such incurred costs will be determined by Seller and communicated in writing to Buyer.
9. Limited Warranty. Seller's warranty is set forth in Seller's Limited Warranty for the goods or services covered by the Order, as the same is attached hereto or otherwise provided to Buyer. THIS WARRANTY IS BUYER'S EXCLUSIVE REMEDY AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any description of the goods, whether in writing or made orally, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's Order are for the sole purpose of identifying the goods and shall not be construed as a warranty.
10. Limitation of Liability. THE REMEDIES OF THE BUYER SET FORTH IN THESE TERMS AND CONDITIONS OF SALE ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THESE TERMS AND CONDITIONS OF SALE TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUALLY, OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, CLAIMS OF CUSTOMERS OF THE BUYER OR OTHER THIRD PARTIES (EXCEPT AS OTHERWISE PROVIDED FOR ABOVE IN THE SECTION TITLED AS INTELLECTUAL PROPERTY INFRINGEMENT) OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL CUMULATIVE LIABILITY ARISING FROM, CONNECTED WITH, RESULTING FROM OR RELATED TO THESE TERMS AND CONDITIONS OF SALE WHETHER THE CLAIMS ARE BASED IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUAL, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID.
11. Remedies. Any lawsuit or legal claim for breach of this order must be brought within one year.
12. Governing Law and Jurisdiction. The laws of the State of Ohio, without regard to the conflicts of law principles thereof, shall govern Buyer's order, these Terms and Conditions and all disputes and/or disagreements arising hereunder. Both parties agree and hereby submit to the exclusive jurisdiction and venue of the state or federal courts, in Washington County, Ohio, with respect to any and all disputes arising out of or relating to these Terms and Conditions or any of the transactions contemplated hereby; and each party irrevocably submits to the jurisdiction of such court, waives any objection that it may now or hereafter have to the venue or convenience of such forum, and agrees that all such disputes shall be heard and determined in such court.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tourism & Marketing Department -Kellye Murphy

AGENDA ITEM TITLE: 7.11 - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND COMPASS MEDIA IN THE AMOUNT OF \$20,000 FOR A DIGITAL MARKETING CAMPAIGN FOR VISIT COLUMBIA

RECOMMENDATION: Approve.

INFORMATION: Visit Columbia is contracting with Compass Media for a digital marketing campaign utilizing both Display Advertising and Paid Search integrated into a comprehensive digital marketing strategy for FY26. Visit Columbia will strategically utilize Display Advertising “push” to target demo/geo/interests and Paid Search “pull” to grab users already searching for information, with the primary focus on Display Advertising.

CERTIFICATION: The Chief Financial Officer certifies that \$20,000 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report
Compass Media Agreement



Advertising Contract
Agreement #: 24604
Agreement Date: 7/29/2025

Advertiser
Office of the Mayor
City of Columbia
700 North Garden Street
Columbia, TN 38401
931-560-1575
cmolder@columbiatn.gov

Bill To
Office of the Mayor
City of Columbia
700 North Garden Street
Columbia, TN 38401
931-560-1575
cmolder@columbiatn.gov

Publisher
Compass Media LLC.
P O Box 3388
Gulf Shores, AL 36547
Phone: 251-968-4600
Rep: Mark Warner
Rep Phone:
Rep Email: mwarner@compassmedia.com

Product	Month	Year	Position	Gross	Net
Interactive Services	September	2025	Display Ad Campaign	\$2,000.00	\$2,000.00
Interactive Services	March	2026	Display Ad Campaign	\$2,000.00	\$2,000.00
Interactive Services	April	2026	Display Ad Campaign	\$2,000.00	\$2,000.00
Interactive Services	May	2026	Display Ad Campaign	\$2,000.00	\$2,000.00
Interactive Services	June	2026	Display Ad Campaign	\$2,000.00	\$2,000.00
Interactive Services	October	2025	Display Ad Campaign	\$1,000.00	\$1,000.00
Interactive Services	November	2025	Display Ad Campaign	\$1,000.00	\$1,000.00
Interactive Services	December	2025	Display Ad Campaign	\$1,000.00	\$1,000.00
Interactive Services	February	2026	Display Ad Campaign	\$1,000.00	\$1,000.00
Interactive Services	September	2025	CS - 15% Search Engine Marketing	\$1,000.00	\$1,000.00
Interactive Services	October	2025	CS - 15% Search Engine Marketing	\$1,000.00	\$1,000.00
Interactive Services	March	2026	CS - 15% Search Engine Marketing	\$1,000.00	\$1,000.00
Interactive Services	April	2026	CS - 15% Search Engine Marketing	\$1,000.00	\$1,000.00
Interactive Services	May	2026	CS - 15% Search Engine Marketing	\$1,000.00	\$1,000.00
Interactive Services	June	2026	CS - 15% Search Engine Marketing	\$1,000.00	\$1,000.00

Total:	\$20,000.00
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ADVERTISING AS: _____

WEBSITE URL: visitcolumbiatn.com

(Please confirm URL)

Who Should Compass contact for materials?

oCompass will produce. oAd agency/client will provide

Contact: _____ Co. Name: _____

Phone: (____) _____ Fax: (____) _____ E-Mail: _____

TERMS AND CONDITIONS:

If customer needs to request a cancellation after the contract is signed, they may do so by sending an email to dgontarski@compassmedia.com OR by contacting your sales rep. Customer will be charged a \$300 cancellation fee by Compass Media to mitigate the set up costs if the cancellation occurs within 90 days of campaign start date. Monthly fees will be charged for all completed months, an incomplete month will be rounded up to the next complete month, and the services will be provided in full for all paid months unless requested by client. The Advertiser and its Agency, if there be one, each represents that it is fully authorized and licensed to use all materials within or related to advertising placed with Compass Media LLC. As part of the consideration and to induce Compass Media LLC to publish such advertisement, the Advertiser and/or Agency agrees to indemnify and hold harmless Compass Media LLC and its employees and representatives against any and all claims, errors, omissions, liability, loss, damage and expense of any nature, including attorney's fees, arising out of the copying, printing, publishing, distribution or transmission of such advertisement.

Thank you for your business!

Advertiser Signature

Date

Account Executive Signature

Date

Approved as to Legal Form:

7/30/25
Jake Hubbell, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tourism & Marketing Department -Kellye Murphy

AGENDA ITEM TITLE: 7.11 - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND TRUE OMNI IN THE AMOUNT OF \$2,000 TO ADD AN AI PERSONALIZATION MODULE TO THE INDOOR KIOSK LOCATED IN THE COLUMBIA WELCOME CENTER

RECOMMENDATION: Approve.

INFORMATION: True Omni is the industry leader in interactive software & hardware solutions that engage customers. The interactive kiosk in the Columbia Welcome Center provides an integrated, centralized experience for our visitors and this AI Personalization Module will only enhance the visitor experience by utilizing artificial intelligence to create personalized itineraries during their visit.

CERTIFICATION: The Chief Financial Officer certifies that \$2,000 is budgeted and unencumbered in Tourism - Capital Funds and Software Maintenance.

ATTACHMENTS: Staff Report
True Omni Change Order Agreement

CHANGE ORDER

AI Personalization Module, With Guestbook and Design Updates

PREPARED BY:

Douglas Ralston
dr@trueomni.com
1 (833) 300 6664 ext 702

PREPARED FOR:

City of Columbia
700 North Garden Street,
Columbia, TN 38401
www.visitcolumbiatn.com



www.trueomni.com

7014 East Camelback Road
Suite B100A, Scottsdale, AZ
1 (833) 300-6664



Confidentiality Agreement - This proposal contains proprietary and confidential information of True Omni and shall not be used, disclosed or reproduced, in whole or in part, for any purpose other than to evaluate this proposal, without the prior written consent of True Omni.

JULY.23.2025

CHANGE ORDER COST

PRODUCT / SERVICE	PRICE	QTY	TOTAL
Software			
☒ OMNI AI Itinerary Upgrade Guestbook Design, Add AI	\$2,000	1	\$2,000
TOTAL			\$2,000

SUPPORT COST

MONTHLY SUPPORT COST	PRICE	QTY	TOTAL
☒ OMNI AI	\$50	1	\$50
MONTHLY TOTAL			\$50

LEGAL AGREEMENT

Terms & Conditions

Terms and Conditions are based on existing executed agreement. Agreements will be renewed for 3 years. Client is responsible for ensuring the Client has read and understands the TrueOmni Terms and Conditions.

Acceptance Provision

The parties must agree to and acknowledge, in writing, all changes requested during the course of the implementation of this project plan. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties may evidence execution of this Agreement by online signature, email or mail a signed counterpart to the other party, which shall be deemed an original.

If Customer elects to purchase additional hardware during the original term of this Agreement, the term of this Agreement shall also be automatically extended by an additional three (3) years from the expiration date of the original agreement.

City of Columbia TN

Print Name



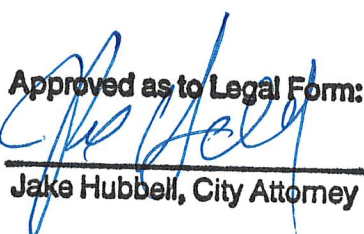
SIGNATURE

Mayor Charles (Chaz) M. Molder

Signature

Title

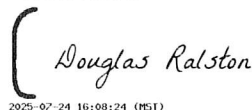
Date

Approved as to Legal Form:

Jake Hubbell, City Attorney

True Omni

Douglas Ralston

Print Name


2025-07-24 16:08:24 (MST)

Signature

President & CEO

Title

July 23, 2025

Date



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

Bailey Fitzgerald, Chief's Administrative Assistant, bfitzgerald@columbiatn.gov , 931-560-1612

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE PURCHASE OF (7) DODGE POLICE PURSUIT AWD VEHICLES FROM COLUMBIA DODGE

RECOMMENDATION: Approve the purchase of seven Dodge Pursuit AWD vehicles from Columbia Dodge in the amount of \$299,097.75.

INFORMATION: This entire purchase of seven police interceptor vehicles will cost the City of Columbia \$299,097.75

CERTIFICATION: The Chief Financial Officer certifies that \$299,098 is budgeted and unencumbered in Capital Projects - Police - Patrol - Transportation Equipment.

ATTACHMENTS: Staff Report, Sales Quote with vehicle options, State Bid Letter.



Number	RKCDQ1573
Date	Jun 16, 2025

Phone 931-540-5203
Fax

Terms	P.O. Number	Ship Via
Net 30Days	Required	Ground

Created on 06/16/25 13:49:29 by QuoteWerks

Line	Qty	Description	Unit Price	Ext. Price
14		Miscellaneous Items:		
15	7	Temporary Tag	\$8.25	\$57.75
16		Running SubTotal		\$299,097.75
			SubTotal	\$299,097.75
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$299,097.75

Please contact me if I can be of further assistance.

Stellantis will not offer price protection for any 2025MY Government orders.

No 2025MY Government order of any kind (law or non-law) will be released for production until an accompanying Purchase Order or acceptable form of Purchase agreement has been received and verified by Stellantis Government within 30 days of order submission, or the orders will be subject to cancellation.



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

TT of Columbia Inc
106 S James Campbell Blvd
Columbia, TN 38401

Contract Number: 00000000000000000000084817

Title: SWC209 Vehicles

Start Date : October 18, 2024 End Date: December 31, 2025

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187716
Police Vehicles, CDJR, Generic SWC209 Asset
Unit of Measure: EA

Line 2

Item ID: 1000187718
Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 3

Item ID: 1000187719
Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 4

Item ID: 1000187720
Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 5

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-TTOC-008

APPROVED: _____



Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
TN CPO, ou=Department of
General Services,
email=Mike.Perry@tn.gov, c=US
Date: 2024.10.08 09:22:12 -05'00'

CHIEF PROCUREMENT OFFICER

BY: _____



Digitally signed by Mike
Neely
Date: 2024.10.08 09:10:37
-05'00'

PURCHASING AGENT

DATE



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Michele Stevens, Senior Administrative Assistant, mstevens@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 25-56 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR SPRINGS PHASE 1B

RECOMMENDATION: Approve Resolution No. 25-56.

INFORMATION: Bear Springs Phase 1B consists of 458 linear feet of 8" sanitary sewer main and a pump station with 527 linear feet of 2" force main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

CERTIFICATION:

ATTACHMENTS:

Staff Report Resolution No. 25-56, Resolution No. 25-56, Resolution No. 25-56 Dedication Letter

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING BEAR SPRINGS PHASE 1B**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 458 linear feet of 8" gravity main and a pump station with 527 linear feet of 2" force main serving Bear Springs Phase 1B; and

WHEREAS, the City of Columbia has inspected said sewer improvements and has determined that said sewer improvements meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said sanitary sewer improvements serving Bear Springs Phase 1B.

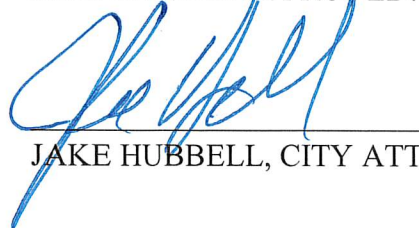
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA,
TENNESSEE, this the day of , 2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

Date: 20 June 2025

Columbia City Council
City of Columbia, Tennessee
City Hall
700 North Garden Street
Columbia, Tennessee 38401

Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Bear Springs Phase 1B in the amount of 985 linear feet and a pump station. The Contractor installed the sanitary sewer according to the Standard Sewer Specifications of the City of Columbia.

You have been provided with CCTV and as-built drawings of the project and all inspections and testing has been completed. All fees required for dedication have been paid. You have also been provided a one-year maintenance surety in the amount of \$106,386.25, set to expire one year from date of Council acceptance.

Acceptance by the Columbia City Council for these wastewater system improvements would be appreciated.

Sincerely,

Signed:



Print: Greg Templeton

Lot Numbers included in this dedication:

Multi-Family Lot 2 (Proposed Units 115-149)



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kristie Basile, Senior Administrative Assistant, kbasile@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 25-60 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR CREEK OVERLOOK, PHASE 3

RECOMMENDATION: Approve Resolution No. 25-60.

INFORMATION: Bear Creek Overlook, Phase 3 consists of 680 linear feet of 8" sanitary sewer main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

CERTIFICATION:

ATTACHMENTS:

Resolution No. 25-60

Resolution No. 25-60 Dedication Letter

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING BEAR CREEK OVERLOOK, PHASE 3**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 680 linear feet of 8" gravity main serving Bear Creek Overlook, Phase 3; and

WHEREAS, the City of Columbia has inspected said sewer improvements and has determined that said sewer improvements meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said sanitary sewer improvements serving Bear Creek Overlook, Phase 3.

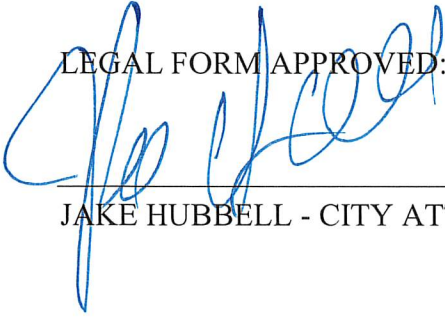
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of August, 2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL - CITY ATTORNEY

Date: 12 May 2025

Columbia City Council
City of Columbia, Tennessee
City Hall
700 North Garden Street
Columbia, Tennessee 38401

Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Bear Creek Overlook, Phase 3 in the amount of 680 linear feet. The Contractor installed the sanitary sewer according to the Standard Sewer Specifications of the City of Columbia.

You have been provided with CCTV and as-built drawings of the project and all inspections and testing has been completed. All fees required for dedication have been paid. You have also been provided a one-year maintenance surety in the amount of \$16,490.00, set to expire one year from date of Council acceptance.

Acceptance by the Columbia City Council for these wastewater system improvements would be appreciated.

Sincerely,

Signed:

Print:

Gary Martin

Lot Numbers included in this dedication:



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: RESOLUTION NO. 25-62 - A RESOLUTION AUTHORIZING THE CITY OF COLUMBIA TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS

RECOMMENDATION: Approve Resolution No. 25-62.

INFORMATION: In December 2021, the City Council adopted Resolution No. 21-99, authorizing the City to join opioid litigation along the State of Tennessee and Tennessee local governments.

Amendments have been made and are shown in Exhibit B, the City will need to adopt a new resolution updating the Tennessee State-Subdivision Opioid Agreement and approving the related settlement agreements.

CERTIFICATION:

ATTACHMENTS: Staff Report, Resolution No. 25-62, Exhibit A, Exhibit B.

A RESOLUTION AUTHORIZING THE CITY OF COLUMBIA TO JOIN THE STATE OF
TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE
STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE
RELATED SETTLEMENT AGREEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and the City of Columbia, Tennessee; and

WHEREAS, the City of Columbia has suffered harm and will continue to suffer harm as a result of the opioid epidemic; and

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the “Opioid Litigation”); and

WHEREAS, the City of Columbia has previously joined settlements with multiple pharmaceutical distributors, manufacturers, and retail pharmacies; and

WHEREAS, a proposed settlement has been reached that would address claims in the Purdue Pharma bankruptcy case and resolve claims against the Sackler family owners of the company (the “Purdue Settlement”); and

WHEREAS, proposed settlements have also been reached with eight other manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (“Eight Manufacturer Settlements”); and

WHEREAS, the City of Columbia finds the Purdue Settlement and Eight Manufacturer Settlements acceptable and in the best interest of the community; and

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and it was signed into law by Governor

Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements; and

WHEREAS, the Tennessee legislature enacted Public Chapter No. 302 during the 2025 Regular Session of the 114th Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 2, 2025, which would apply the statutory provisions passed in 2021 to the Purdue Settlement and settlements with several additional manufacturers, if the agreements becomes effective; and

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid-related litigation (“Settlement Funds”); and

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), attached hereto as “Exhibit A,” sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds; and

WHEREAS, amendments to the Tennessee Plan, attached hereto as “Exhibit B,” would extend its terms to the proposed Purdue Settlement and Eight Manufacturer Settlements and would clarify some language concerning the allocation of certain settlement funds and Purdue estate distributions; and

WHEREAS, participation in these settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, as follows:

Section 1. That the City of Columbia finds that the amendments to the Tennessee Plan are in the best interest of the City of Columbia and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That the City of Columbia hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the City of Columbia Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit "B" and the City of Columbia Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the City of Columbia Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Columbia's agreement to the settlement of claims [and litigation] specifically related to the Purdue Settlement, the Eight Manufacturer Settlements and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the City of Columbia Mayor is authorized to take such other action as necessary and appropriate to effectuate the City of Columbia's participation in the Tennessee Plan and these settlements.

Section 6. This Resolution is effective upon adoption, the welfare of the City of Columbia, Tennessee requiring it.

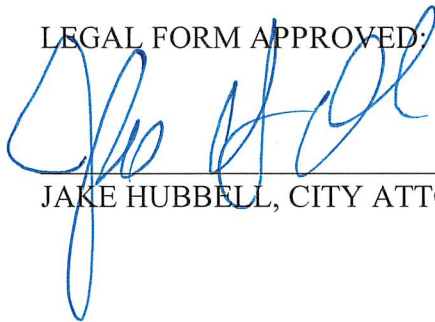
PASS AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA,
TENNESSEE, this the 14th day of August, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

A handwritten signature in blue ink, appearing to read 'Jake Hubbell', is written over a horizontal line.

JAKE HUBBELL, CITY ATTORNEY

Tennessee State-Subdivision Opioid Abatement Agreement

I. Definitions

For all sections of this Agreement, the definitions for terms set out in this Section I apply. The Agreement also uses additional terms that are defined in the Distributor/J&J Settlements and other agreements. In such instances, which are clearly stated, those terms are defined by those agreements.

A. “2021 Legislation.” Public Chapter No. 491 passed during the 2021 Regular Session of the 112th Tennessee General Assembly and signed into law by Governor Bill Lee on May 24, 2021. For ease of reference purposes only, a copy of Public Chapter No. 491 is attached.

B. “Agreement.” This document, the Tennessee State-Subdivision Opioid Abatement Agreement, a “state-subdivision opioid abatement agreement” as defined in the 2021 Legislation, Section 5(7) and Section 13(6). This Agreement is also a “State-Subdivision Agreement” as defined in the Distributor/J&J Settlement Agreements and a “Statewide Abatement Agreement” as defined in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy plans.

C. “Distributor/J&J Settlements.” The settlements consisting of the joint settlement agreement with distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and their subsidiaries and other related entities and the settlement agreement with manufacturer Johnson & Johnson, its Janssen subsidiaries and other subsidiaries and related entities. Both settlements qualify as Statewide Opioid Settlement Agreements.

D. “Joint Abatement Bankruptcy Plan.” A plan confirmed in federal bankruptcy court under Title 11 of the United States Code that resolves state and subdivision claims related to the manufacture, marketing, distribution, dispensing, or sale of opioids in a manner that allocates funds for abatement jointly to the state and its subdivisions. The plans in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy cases are examples of Joint Abatement Bankruptcy Plans.

E. “Opioid Abatement Council.” The council created by the 2021 Legislation, Sections 3-9.

F. “Relevant Funds.” Funds that, pursuant to a Joint Abatement Bankruptcy Plan, are allocated to the State for the claims of the State and its Subdivisions and that must be dedicated to opioid abatement programs.

G. “State.” The State of Tennessee.

H. “State-Only Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which there are not provisions for Subdivision joinder.

I. “State Opioid Judgment.” A judgment obtained by the State against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

J. “Statewide Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which subdivision claims are addressed.

K. “Statutory Bar.” A law barring all subdivisions (not limited to counties and municipalities) in the state from maintaining released claims against released entities, either through a direct bar or through a grant of authority to release claims. The 2021 Legislation, Sections 10-19 establishes a grant of authority process for a statutory bar to be enacted for the entities addressed in the Distributor/J&J Settlements.

L. “Subdivision.” A Tennessee county or municipality.

M. “Subdivision-Only Opioid Settlement Agreement” A settlement agreement between one or more Subdivisions and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids that does not include the State as a party.

N. “Subdivision Opioid Judgment.” A judgment obtained by one or more Subdivisions against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

O. “Tennessee Opioid Abatement Fund.” The opioid abatement trust fund established by the 2021 Legislation, Sections 1-2.

II. Interaction of this Agreement with Settlements, Bankruptcy Plans and Legislation

This Agreement replaces certain default provisions in specified State Opioid Settlement Agreements and Joint Abatement Bankruptcy Plans. Certain default provisions are also replaced by the 2021 Legislation and consent judgments will be filed for State Opioid Settlement Agreements. Thus, there will be multiple sources of authority for the application of each settlement agreement or bankruptcy plan. While parts of the 2021 Legislation are described in this Agreement, such descriptions do not supersede the statutory language, which is controlling.

III. Allocation of Funds in the Distributor/J&J Settlements

The Distributor/J&J Settlements allow for payment and allocation default provisions to be replaced by state-subdivision agreements, by statute, and other means. As referenced below, the 2021 Legislation addressed some of the default provisions in these settlements. This Agreement makes a few additional changes to the default provisions. As described below, some default provisions remain in place.

A. Allocation among three sub-funds. The Distributor/J&J Settlements initially allocate the vast majority of settlement funds among three sub-funds for each state: the “State Fund,” the “Abatement Accounts Fund,” and the “Subdivision Fund.”¹ Subject to the terms of the specific settlement agreements and assuming full subdivision participation and maximum payments, allocation among the three Tennessee sub-funds shall remain the same as with the default provision: 15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund.

B. Use of funds. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.² Generally they require that money from all three sub-funds be used for “Opioid Remediation” as that term is defined in those agreements. Such definitions include restitution for past abatement within the definition of remediation.

C. State Fund. The 15% State Fund shall be directed to the State’s general fund unless directed to the Tennessee Opioid Abatement Fund by future legislation.

D. Abatement Accounts Fund.

1. The 70% Abatement Accounts Fund shall be directed to the Tennessee Opioid Abatement Fund.

2. The 2021 Legislation fully replaces the default provisions for the Abatement Accounts Fund.³ Among the legislative provisions is the requirement that for the Distributor/J&J Settlements funds deposited into the Tennessee Opioid Abatement Fund, the Opioid Abatement Council shall disburse 35% of these proceeds to counties that join the settlements to be spent on opioid abatement and remediation pursuant to Subsections 6(q)-(s). 2021 Legislation Section 6(p).

3. The 2021 Legislation allows for a state-subdivision agreement to determine the metrics used in allocating certain funds among participating counties. 2021 Legislation, Section (6)(q). It is agreed that the allocation formula shall use data for fatal and non-fatal opioid overdoses, opioid sales measured by morphine milligram equivalents, and population. Details and agreed terms regarding the metrics, the updating of allocation percentages, and the initial allocation percentages for each county is set out in Exhibit A.

E. Subdivision Fund.

1. The 15% Subdivision Fund shall generally be directed to the Subdivisions participating in the Distributor/J&J Settlements pursuant to the default provisions of those agreements, including the allocation of funds for non-litigating municipalities with populations under 10,000 to their respective counties.

¹ “State Fund,” Abatement Accounts Fund,” and “Subdivision Fund” are all defined terms in the Distributor/J&J Settlement agreements. They are sub-funds of the settlements’ “Settlement Fund” into which the companies make base and incentive payments pursuant to the settlement agreements.

² Some examples are distributor agreement Subsections V.B.1-2 and J&J agreement Subsections VI.B. 1-2.

³ These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E.

2. The default provisions are adjusted for non-litigating municipalities in participating counties that both (1) have populations of 10,000 to 30,000 per the 2019 U.S. Census estimate and (2) have a Subdivision Fund allocation percentage less than 0.5%.⁴ The allocations for such municipalities shall be directed to their respective counties if the county is a participating subdivision. (If the county is not a participating subdivision, the funds are not redirected to the county.) The reallocation for such municipalities located in multiple counties will be divided among those counties pursuant to the data used in Exhibit G of the Distributor/J&J Settlements. These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund. These redirected funds to certain counties are in addition to the funds allocated to participating counties pursuant to 2021 Legislation Section 6(p) and should not be included in calculating or disbursing the 35% amount allocated to participating counties. Such redirected funds should also not be viewed as an additional recovery by the county for purposes of calculating any contingency fees agreements.

F. Attorneys' fees and costs. The Distributor/J&J Settlements have provisions for funds dedicated to or related to attorneys' fees, costs, and/or expenses. There are also funds for states without outside counsel, identified as "Additional Restitution Funds." Such funds shall be allocated pursuant to such agreements and are not addressed by this Agreement.

IV. Allocation of Funds for other Statewide Opioid Settlement Agreements

A. Application to future settlements. To the extent allowed by such agreement and subject to IV.B.2 of this Agreement, the provisions in Section III above shall replace default provisions in, and apply to, any future Statewide Opioid Settlement Agreement in which Tennessee counties and municipalities are able to join and receive benefits, either directly or indirectly, in exchange for a release of claims.⁵ Not all municipalities need to be eligible to join such a settlement for the provisions of this Section IV to apply. Indirect benefits include funds being allocated to counties and/or the Tennessee Opioid Abatement Fund.

B. Exceptions. The application of Section IV.A. is limited, as follows:

1. The directing of 35% of Abatement Funds to the counties pursuant to the 2021 Legislation Section 6(p) shall not apply to any Statewide Opioid Settlement Agreement that includes an incentive or other benefit for a Statutory Bar unless (a) Section 19 of the 2021 Legislation is amended to specifically allow a Statewide Opioid Settlement Agreement release for the settling entity or entities or (b) another statute that qualifies as a Statutory Bar for such settlement is enacted. Should such settlement become effective prior

⁴ For the avoidance of doubt, a non-litigating municipality with a population between 10,000 and 30,000 that has a Subdivision Fund allocation percentage of 0.5% or greater is not affected by this subsection and receives its direct allocation from the Subdivision Fund.

⁵ For the avoidance of doubt, the Section III provisions include the 15%/70%/15% allocation of settlement funds among the three sub-funds.

to the enactment of a Statutory Bar addressing claims against the settling entity or entities, 35% of the funds directed to the Tennessee Opioid Abatement Fund shall be withheld and not allocated until the earlier of (1) the enactment of such a Statutory Bar or (2) a full regular session of the Tennessee General Assembly has occurred.

2. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement unless the application of this Agreement to such settlement is approved by a majority of (a) counties and (b) municipalities having a population over 30,000 after such settlement is negotiated and provided to such subdivisions. Whether there is majority approval shall be measured by population of the relevant subdivisions. Population figures shall be from the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

3. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement with Endo International plc. or its subsidiaries.

C. Statutory provisions. The language in this section does not address or control whether any default provisions in a Statewide Opioid Settlement Agreement are replaced by the 2021 Legislation or any other statutory provision if Section IV.A does not apply to such settlement.

V. Allocation of Funds for Opioid-Related Claims in Joint Abatement Bankruptcy Plans

A. Relevant Funds. Multiple opioid manufacturers have filed for bankruptcy in actions for which the State and many Subdivisions are creditors for opioid-related claims. These companies include Purdue and Mallinckrodt. It is anticipated that other entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids may also file for bankruptcy and that the State and one or more Subdivisions will pursue opioid-related claims in those actions. Funds allocated to the State and Subdivisions for such claims shall be disbursed pursuant to the confirmed bankruptcy plan for the relevant entity, including requirements for funds to be used for future abatement. It is anticipated that one or more of such plans shall include the allocation of Relevant Funds that must be dedicated to opioid abatement programs. All Relevant Funds shall be placed in the Tennessee Opioid Abatement Fund and allocated pursuant to Sections V.B. Relevant Funds do not include funds disbursed through bankruptcy plans that are not restricted to abatement or that are disbursed for claims that are unrelated to the opioid crisis.

B. Allocation of Relevant Funds. To the extent permissible under the subject bankruptcy plan, Relevant Funds from Joint Abatement Bankruptcy Plans shall be allocated in the same manner as the Abatement Account Funds from the Distributor/J&J Settlements are disbursed under Section III.D and the 2021 Legislation. Thus, the Opioid Abatement Council shall disburse 35% of the proceeds from such bankruptcy plans to the counties subject to 2021 Legislation

Subsections 6(q)-(s). All default provisions related to Relevant Funds in such bankruptcy plans are replaced by this Agreement.⁶

C. Exception. Section V shall not apply to any bankruptcy plan for Endo International plc. or its subsidiaries.

D. Statutory provisions. The language in this section does not address or control whether any default provisions in a Joint Abatement Bankruptcy Plan are replaced by the 2021 Legislation or any other statutory provision if Sections V.A-B do not apply to such bankruptcy plans.

VI. No Application to Other Funds

A. State-Only Opioid Settlement Agreements and State Opioid Judgments. The Attorney General may direct funds from a State-Only Opioid Settlement Agreement or a State Opioid Judgment to the Tennessee Opioid Abatement Fund. Subject to the terms of specific agreements and any conditions placed on the funds prior to their being placed in the Tennessee Opioid Abatement Fund, the funds shall be allocated by the Opioid Abatement Council pursuant to the 2021 Legislation. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from State-Only Opioid Settlement Agreements or State Opioid Judgments.

B. Subdivision-Only Settlement Agreements and Subdivision Judgments. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from Subdivision-Only Opioid Settlement Agreements or Subdivision Opioid Judgments.

VII. Adoption and Amendment of Agreement

A. Controlling Authority. For this Agreement to replace default provisions in the Distributor/J&J Settlements, it must be adopted by statute or approved by the State and a sufficient number of Subdivisions as set forth in Exhibit O of those settlements. For this Agreement to replace default provisions in the Purdue and other bankruptcy plans, it is anticipated that it will need to be approved by the State and a sufficient number of Subdivisions as set forth in the specific bankruptcy plans. There are similar requirements for amending state-subdivision agreements such as this Agreement. It is understood that the approval process and participation requirements set out in this Section VII meet the requirements of these settlement agreements and anticipated bankruptcy plans. For any settlement agreement or bankruptcy plan that allows for a state-subdivision agreement to determine the requirements for amendment of a state-subdivision

⁶ For example, the provisions related to the default “Government Participation Mechanism” in the Purdue bankruptcy plan are not applicable with the adoption of this Agreement (which incorporates the Opioid Abatement Council).

agreement, the approval process and participation requirements set out in this Section VII for an amended agreement shall control. Similarly, if this Agreement is adopted by statute, the approval process and participation requirements set out in this Section VII for an amended agreement shall control.

B. Adoption of Agreement. This Agreement is adopted if it is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate “Population Percentages,” determined as set forth below, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50%, provided that these Subdivisions also represent 15% or more of the counties, by number.

C. Population Percentage Calculation. Population Percentages shall be determined as follows: The Population Percentage of each county shall be deemed to be equal to (1) (a) 200% of the population of such county minus (b) the aggregate population of all Primary Municipalities located in such county, divided by (2) 200% of the state’s population. A Primary Municipality means a municipality with a population of at least 25,000. The Population Percentage of each Primary Municipality shall be equal to its population divided by 200% of the state’s population. (The result of these calculations is that every person is counted twice: everyone in a Primary Municipality is counted once for that municipality; everyone is counted at least once for their county; and those not in a Primary Municipality are counted a second time for their county.) Except as required by a specific settlement agreement or bankruptcy plan, the population figures for these calculations shall be the 2020 U.S. Census counts for the initial adoption of the Agreement and, for adoption of an amended agreement, the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

D. Amendment of Agreement. This Agreement may be amended if that amended agreement is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate Population Percentages, determined as set forth above, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50% provided that these Subdivisions also represent 15% or more of the counties, by number.

VIII. Effect of Agreement

Nothing in this Agreement is intended to abridge or enlarge the authority of the Attorney General, the State, or the subdivisions, except as expressly stated herein.

Exhibit A: County Allocation for Opioid Abatement Fund

Certain abatement funds are allocated by county pursuant to the 2021 Legislation and/or the provisions of this Agreement. The allocations shall be set consistent with the 2021 Legislation and as set forth below.

A. County Allocation Data. The following data shall be used in the county allocation calculations:

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

3. Opioid sales as measured by morphine milligram equivalents (“MME”). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

B. Weighting of Data. In calculating the county allocation percentages, the data shall be weighted as follows:

1. Fatal opioid overdose data shall be weighted at 12.5%.
2. Non-fatal opioid overdose data shall be weighted at 12.5%.
3. Opioid sales as measured by MME shall be weighted at 25%.
4. Population shall be weighted at 50%.

C. Updating of Allocations. The county allocations shall be updated pursuant to statute. The 2021 Legislation requires updating every four years and addresses what happens if a data set used in the initial allocations is unavailable.

D. Allocation Process. The State shall make the initial data and allocable share calculations available to the counties to review for 30 days in order to identify and correct any mathematical or data entry errors. The Opioid Abatement Council will allow for similar review for future reallocations.

E. Holdback Share. It is recognized that, particularly for some very small counties, there could be limits on the ability of the data to capture the scope of the opioid crisis in the county. For example, a large segment of a county’s population may fill prescriptions in a neighboring county, resulting in MME data that dramatically underrepresents the level of opioids prescribed to the residents of the county. To address limited situations such as this, 2% of the abatement funds

allocated to counties shall be initially held back until the Opioid Abatement Council can consider county requests for adjustments to their allocation percentages due to such data issues. However, such requests will only be granted when there is a finding that the data limitations substantially affected the county's overall allocation. The Council may only adjust allocation percentages upwards through the use of the 2% holdback fund and may find that no adjustments are needed. Any portion of the 2% holdback fund not used to adjust county allocations pursuant to this process will be released to the counties pursuant to their allocations, including any adjusted allocation percentages.

F. Initial County Allocation Percentages.

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

Tennessee Opioid Abatement Fund
Initial County Allocation Percentages

Posted 11/5/21

County	Allocation without 2% holdback	Allocation with 2% holdback
Anderson	1.35%	1.33%
Bedford	0.71%	0.70%
Benton	0.26%	0.25%
Bledsoe	0.22%	0.22%
Blount	2.05%	2.01%
Bradley	1.46%	1.44%
Campbell	0.75%	0.73%
Cannon	0.28%	0.28%
Carroll	0.38%	0.38%
Carter	0.81%	0.80%
Cheatham	0.92%	0.91%
Chester	0.22%	0.21%
Claiborne	0.54%	0.53%
Clay	0.14%	0.14%
Cocke	0.65%	0.63%
Coffee	0.93%	0.91%
Crockett	0.17%	0.16%
Cumberland	0.94%	0.92%
Davidson	10.90%	10.68%
Decatur	0.18%	0.17%
DeKalb	0.38%	0.37%
Dickson	0.97%	0.95%
Dyer	0.48%	0.47%
Fayette	0.52%	0.51%
Fentress	0.37%	0.36%
Franklin	0.62%	0.60%
Gibson	0.64%	0.63%
Giles	0.45%	0.44%
Grainger	0.36%	0.35%
Greene	1.06%	1.04%
Grundy	0.27%	0.26%
Hamblen	0.93%	0.91%
Hamilton	4.79%	4.69%
Hancock	0.11%	0.11%
Hardeman	0.33%	0.33%
Hardin	0.43%	0.42%
Hawkins	0.92%	0.90%
Haywood	0.20%	0.19%

Tennessee Opioid Abatement Fund
Initial County Allocation Percentages

Posted 11/5/21

Henderson	0.39%	0.38%
Henry	0.47%	0.46%
Hickman	0.48%	0.47%
Houston	0.16%	0.15%
Humphreys	0.29%	0.28%
Jackson	0.22%	0.22%
Jefferson	0.77%	0.76%
Johnson	0.22%	0.22%
Knox	8.00%	7.84%
Lake	0.11%	0.11%
Lauderdale	0.32%	0.32%
Lawrence	0.67%	0.66%
Lewis	0.21%	0.21%
Lincoln	0.48%	0.47%
Loudon	0.78%	0.76%
Macon	0.37%	0.37%
Madison	1.17%	1.15%
Marion	0.46%	0.45%
Marshall	0.54%	0.52%
Maury	1.38%	1.35%
McMinn	0.82%	0.80%
McNairy	0.35%	0.34%
Meigs	0.19%	0.19%
Monroe	0.68%	0.66%
Montgomery	3.12%	3.06%
Moore	0.10%	0.09%
Morgan	0.39%	0.38%
Obion	0.43%	0.42%
Overton	0.38%	0.37%
Perry	0.14%	0.14%
Pickett	0.08%	0.08%
Polk	0.25%	0.24%
Putnam	1.12%	1.09%
Rhea	0.51%	0.50%
Roane	0.97%	0.95%
Robertson	1.21%	1.19%
Rutherford	4.82%	4.72%
Scott	0.34%	0.33%
Sequatchie	0.25%	0.24%
Sevier	1.58%	1.55%
Shelby	11.39%	11.16%
Smith	0.35%	0.34%
Stewart	0.26%	0.25%

Tennessee Opioid Abatement Fund
Initial County Allocation Percentages

Posted 11/5/21

Sullivan	2.34%	2.30%
Sumner	2.87%	2.81%
Tipton	0.85%	0.83%
Trousdale	0.20%	0.20%
Unicoi	0.29%	0.29%
Union	0.33%	0.33%
Van Buren	0.09%	0.09%
Warren	0.65%	0.63%
Washington	1.69%	1.65%
Wayne	0.25%	0.25%
Weakley	0.47%	0.46%
White	0.44%	0.43%
Williamson	2.48%	2.43%
Wilson	2.17%	2.13%
2% Hold Back	0.00%	2.00%
Total Tennessee	100.00%	100.00%

Tennessee State-Subdivision Opioid Abatement Agreement – 2023 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement is amended as follows:

Amendment 1:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

- A. Allergan Public Global Opioid Settlement Agreement
- B. CVS Settlement Agreement
- C. Teva Global Opioid Settlement Agreement
- D. Walgreens Settlement Agreement
- E. Walmart Settlement Agreement

Amendment 2:

To allow for efficiency and more streamlined accounting, the fifth sentence in Section III.E.2 of the Agreement (“These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund.”) shall be considered deleted and given no effect.

Amendment 3:

Notwithstanding the exception provisions in Section IV.B.3 and Section V.C. of the Agreement, Section V shall apply to funds from the Endo International plc bankruptcy (*In re Endo International plc, et al.*, U.S. Bankruptcy Court, S.D.N.Y, No. 22-22549). As they have received funds from a prior settlement with Endo, the following counties shall not receive a share of the 35% of proceeds directed to counties pursuant to Section V.B: Carter, Greene, Hamblen, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington. However, nothing in this agreement shall limit the Opioid Abatement Council’s discretion in whether or not to approve any requested allocation from the remaining Endo proceeds or other funds to these counties or the municipalities participating in that prior settlement.

Note on adoption of amendments:

Amendment 1 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendments 2 and 3 shall be effective if approved as set forth in Section VII.D of the Agreement.

Tennessee State-Subdivision Opioid Abatement Agreement – 2024 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement, initially amended in 2023 with three amendments, is further amended as follows:

Amendment 4:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should it become effective:

- A. Kroger Settlement Agreement

Amendment 5:

To clarify that when a future settlement adopts the subdivision allocation in Exhibit G from the J&J/Janssen Settlement Agreement or another prior settlement there is no need to make additional adjustments pursuant to Section III.E.2, the following sentence shall apply as if it were added to the end of footnote 5 on page 4 of the agreement:

Additionally, should a future settlement adopt, as a default provision, the subdivision allocation list in Exhibit G from the J&J/Janssen Settlement Agreement or another prior opioid settlement agreement, then such list of Tennessee subdivisions shall be the default subdivision allocation list for that future settlement, and there is no need to make additional adjustments pursuant to Section III.E.2.

Note on adoption of amendments:

Amendment 4 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendment 5 shall be effective if approved as set forth in Section VII.D of the Agreement.

Tennessee State-Subdivision Opioid Abatement Agreement: Summary of 2025 Amendment 6

In addition to being asked to approve a bankruptcy plan for Purdue Pharma and to join a settlement to resolve claims against the Sackler family, Tennessee local governments are being asked to amend the Tennessee State-Subdivision Opioid Abatement Agreement to have the Agreement apply to the Purdue bankruptcy plan and Sackler family settlement. The proposed amendment is summarized below. The participation packet for the Purdue bankruptcy and Sackler settlement being sent to counties and qualifying municipalities by the national settlement administrator, Rubis, will also include a form to approve the amendment. This process for amending the State-Subdivision Agreement is the same as it was for amendments 1-5, which were approved in 2023 and 2024.

(Note: Separate from the materials related to the Purdue/Sackler settlement, this summer local governments will also be asked to join settlements with eight smaller-volume opioid manufacturers. At that time, subdivisions will be able to approve Amendment 7 to the State-Subdivision Agreement, which applies the terms of the Agreement to those settlements. Information on those settlements and Amendment 7 will be provided separately.)

Summary of Amendment 6:

The original and current language in the State-Subdivision Agreement describes the Purdue bankruptcy plan as an example of “Joint Abatement Bankruptcy Plans,” which are addressed in Section V of the agreement. Section V allocates all funds received for abatement programs to the Tennessee Opioid Abatement Fund, rather than being split among the Abatement Fund, the State’s General Fund, and the Subdivisions. For other reasons, last year the U.S Supreme Court voided the Purdue bankruptcy plan that existed at the time the State-Subdivision Agreement was drafted. The new bankruptcy plan takes a different approach in resolving the claims against the Sackler family. This new structure includes an agreement with the Sacklers, the Governmental Entity & Direct Settlement Agreement (“GESA”), that generally follows the settlement agreements with distributors, pharmacies and manufacturers that are defined as “Statewide Opioid Settlement Agreements” in the State-Subdivision Agreement. To address this change, Amendment 6 has abatement/remediation funds from the GESA and the Purdue estate distributions allocated pursuant to Section IV.A, so they will be disbursed the same way as funds for Statewide Opioid Settlement Agreements. The effect of the change is that all Tennessee remediation funds from the Sacklers and Purdue estate disbursements will be split 70% to the Opioid Abatement Fund, 15% to the General Fund, and 15% to the Subdivisions.

Following Page: Text of Amendments

On the next page is the text of Amendment 6, set out as it should appear in the Purdue settlement packet from the national administrator.

Tennessee State-Subdivision Opioid Abatement Agreement – 2025 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement, previously amended in 2023 and 2024, is further amended as follows:

Amendment 6:

If the overall resolution of claims against Purdue Pharma and the Sackler family includes a Statewide Opioid Settlement Agreement (such as the Governmental Entity & Direct Settlement Agreement (“GESA”)), then allocation of all abatement/remediation funds received for these claims shall be pursuant to Section IV.A of the Agreement, not Section V. Specifically, notwithstanding the references to Purdue in Section V and elsewhere in the initial Agreement language (which referred to a prior bankruptcy plan that is now void), abatement/remediation funds received pursuant to the GESA and pursuant to Purdue estate distributions (which are also addressed by the GESA) shall be allocated pursuant to Section IV.A. of the Agreement.

Note on adoption of amendment:

Amendment 6 shall be effective if approved as set forth in both Section IV.B.2 and VII.D of the Agreement.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Wanda McClain, HR Director, wmccclain@columbiatn.gov, 931-560-1574

AGENDA ITEM TITLE:

2ND CONSIDERATION OF ORDINANCE NO. 4551- AN ORDINANCE TO AMEND ORDINANCE NO. 4545, THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2025-2026 FISCAL YEAR.

RECOMMENDATION: Approve Ordinance No. on second consideration.

INFORMATION: The 2025-2026 Classification and Compensation Plan for the City of Columbia employees is reviewed and updated as necessary. The Parks and Recreation Department staff is expanding following the purchase of the Columbia Aquatics Recreation Center, which requires the addition of an Office Manager to oversee Recreation Aides, Recreation Coordinators, and cash handling procedures. The Grade level for this position will be Grade I.

ATTACHMENTS: Staff Report, Ordinance No. 4551, Exhibit A.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4545 THE CLASSIFICATION AND
COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA
FOR THE 2025-2026 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 adding the position of Office Manager to the Parks and Recreation Department, Grade I.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: The classification and compensation plan as amended for the employees of the City of Columbia for the fiscal year of 2025-2026, which is attached hereto as Exhibit A and incorporated herein by reference, is approved.

Section 2: This ordinance shall take effect August 14, 2025.

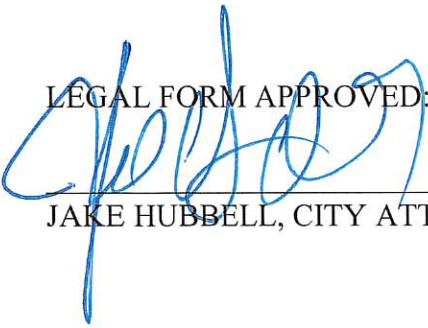
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA,
TENNESSEE, THIS THE ____ OF ____, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed 1st Consideration _____

Passed 2nd Consideration _____

City of Columbia
Classification and Compensation Plan FY 2025-2026

Exhibit A

Part time regular employees will receive increase at the same rate and time as regular full time employees and are authorized to work a maximum of 1456 hours per year, (28 hours per week)

Section 1: All full and part time regular employees will be paid from the following:

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
CITY MANAGER	Assistant City Manager**	2,080	O	58.72	122,138	79.44	165,235
CITY MANAGER	Tourism and Marketing Director**	2,080	M	46.81	97,365	63.33	131,726
CITY MANAGER	PIO/Communications Coordinator**	2,080	H	26.56	55,245	35.94	74,755
CITY MANAGER	Executive Secretary	2,080	H	26.56	55,245	35.94	74,755
CITY MANAGER	Marketing Coordinator	2,080	G	23.72	49,338	32.09	66,747
CITY MANAGER	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
DEVELOPMENT SERV	Director of Development Services**	2,080	N	52.43	109,054	70.93	147,534
DEVELOPMENT SERV	City Engineer**	2,080	N	52.43	109,054	70.93	147,534
DEVELOPMENT SERV	Assistant City Engineer**	2,080	M	46.81	97,365	63.33	131,726
DEVELOPMENT SERV	City Planner**	2,080	M	46.81	97,365	63.33	131,726
DEVELOPMENT SERV	Chief Building Official**	2,080	L	41.79	86,923	56.55	117,624
DEVELOPMENT SERV	Engineer II **	2,080	L	41.79	86,923	56.55	117,624
DEVELOPMENT SERV	Principal Planner **	2,080	K	37.32	77,626	50.49	105,019
DEVELOPMENT SERV	GIS Analyst	2,080	K	37.32	77,626	50.49	105,019
DEVELOPMENT SERV	Engineer I	2,080	J	33.31	69,285	45.07	93,746
DEVELOPMENT SERV	Building & Codes Asst Chief	2,080	I	29.75	61,880	40.25	83,720
DEVELOPMENT SERV	Planner II **	2,080	I	29.75	61,880	40.25	83,720
DEVELOPMENT SERV	Building Inspector II	2,080	H	26.56	55,245	35.94	74,755
DEVELOPMENT SERV	Planner I	2,080	H	26.56	55,245	35.94	74,755
DEVELOPMENT SERV	Engineering Inspector	2,080	H	26.56	55,245	35.94	74,755
DEVELOPMENT SERV	Engineering Associate	2,080	G	23.72	49,338	32.09	66,747
DEVELOPMENT SERV	Building Inspector I	2,080	G	23.72	49,338	32.09	66,747
DEVELOPMENT SERV	Engineering Technician	2,080	G	23.72	49,338	32.09	66,747
DEVELOPMENT SERV	Code Enforcement Officer	2,080	G	23.72	49,338	32.09	66,747
DEVELOPMENT SERV	Code Enforcement Officer	1,456	G	23.72	49,338	32.09	66,747
DEVELOPMENT SERV	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
DEVELOPMENT SERV	Planning Technician	2,080	E	18.90	39,312	25.58	53,206
DEVELOPMENT SERV	Permit Technician	2,080	E	18.90	39,312	25.58	53,206
DEVELOPMENT SERV	Building Maintenance and Custodian	2,080	D	16.88	35,110	22.84	47,507
DEVELOPMENT SERV	Custodial Worker	1,456	C	15.07	21,942	20.39	29,688
FINANCE / CITY RECORDER	Finance Director / Asst. City Manager / City Recorder**	2,080	P	65.76	136,781	88.98	185,078
FINANCE / CITY RECORDER	Finance Director**	2,080	N	52.43	109,054	70.93	147,534
FINANCE / CITY RECORDER	Assistant Finance Director**	2,080	L	41.79	86,923	56.55	117,624
FINANCE / CITY RECORDER	City Recorder**	2,080	L	41.79	86,923	56.55	117,624
FINANCE / CITY RECORDER	Assistant City Recorder**	2,080	K	37.32	77,626	50.49	105,019
FINANCE / CITY RECORDER	Benefits Administrator	2,080	J	33.31	69,285	45.07	93,746
FINANCE / CITY RECORDER	Staff Accountant**	2,080	J	33.31	69,285	45.07	93,746
FINANCE / CITY RECORDER	Purchasing Agent**	2,080	I	29.75	61,880	40.25	83,720
FINANCE / CITY RECORDER	Senior Accounting Technician	2,080	G	23.72	49,338	32.09	66,747
FINANCE / CITY RECORDER	Accounting Specialist	2,080	G	23.72	49,338	32.09	66,747
FINANCE / CITY RECORDER	Court and Internal Records Administrator	2,080	F	21.18	44,054	28.66	59,613
FINANCE / CITY RECORDER	Accounting Technician	2,080	E	18.90	39,312	25.58	53,206
FINANCE / CITY RECORDER	Accounting Technician	1,456	E	18.90	39,312	25.58	53,206
FIRE AND RESCUE	Fire Chief**	2,080	O	58.72	122,138	79.44	165,235
FIRE AND RESCUE	Deputy Fire Chief **	2,080	N	52.43	109,054	70.93	147,534
FIRE AND RESCUE	Assistant Fire Chief - Emergency Management**	2,080	M	46.81	97,365	63.33	131,726
FIRE AND RESCUE	Assistant Fire Chief - Admin**	2,080	M	46.81	97,365	63.33	131,726
FIRE AND RESCUE	Assistant Fire Chief - Suppression**	2,080	M	46.81	97,365	63.33	131,726
FIRE AND RESCUE	Chief Training Fire Officer **	2,080	K	37.32	77,626	50.49	105,019
FIRE AND RESCUE	Fire Marshal	2,080	K	37.32	77,626	50.49	105,019
FIRE AND RESCUE	Battalion Chief	2,764	K	28.08	77,626	38.00	105,019
FIRE AND RESCUE	Fire Captain	2,080	J	33.31	69,285	45.07	93,746
FIRE AND RESCUE	Fire Captain - OEM	2,764	J	25.07	69,285	33.92	93,746
FIRE AND RESCUE	Medical Training Captain / Community Risk Reduction Officer	2,080	J	33.31	69,285	45.07	93,746

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
FIRE AND RESCUE	Assistant Fire Marshal	2,080	J	33.31	69,285	45.07	93,746
FIRE AND RESCUE	Fire Lieutenant	2,764	I	22.39	61,880	30.29	83,720
FIRE AND RESCUE	Medical Officer	1,456	I	29.75	43,316	40.25	58,604
FIRE AND RESCUE	Fire Inspector	2,080	H	26.56	55,245	35.94	74,755
FIRE AND RESCUE	Community Risk Reduction Officer	2,080	H	26.56	55,245	35.94	74,755
FIRE AND RESCUE	Fire Engineer	2,764	H	19.99	55,245	27.05	74,755
FIRE AND RESCUE	Firefighter	2,764	G	17.85	49,338	24.15	66,747
FIRE AND RESCUE	Building Maintenance	2,080	F	21.18	44,054	28.66	59,613
FIRE AND RESCUE	Fire Cadet	1,456	F	15.94	23,209	21.57	31,406
FIRE AND RESCUE	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
MIS	MIS Director**	2,080	N	52.43	109,054	70.93	147,534
MIS	System Administrator**	2,080	K	37.32	77,626	50.49	105,019
MIS	Network Administrator**	2,080	H	26.56	55,245	35.94	74,755
MIS	PC Specialist	2,080	G	23.72	49,338	32.09	66,747
PARKS AND RECREATION	Director of Parks and Recreation**	2,080	N	52.43	109,054	70.93	147,534
PARKS AND RECREATION	Assistant Director Parks and Rec**	2,080	L	41.79	86,923	56.55	117,624
PARKS AND RECREATION	Marketing and Communications Manager	2,080	J	33.31	69,285	45.07	93,746
PARKS AND RECREATION	P & R Maintenance Supervisor	2,080	J	33.31	69,285	45.07	93,746
PARKS AND RECREATION	Aquatics Manager	2,080	I	29.75	61,880	40.25	83,720
PARKS AND RECREATION	Operation - Athletics Manager	2,080	I	29.75	61,880	40.25	83,720
PARKS AND RECREATION	Recreation Manager	2,080	I	29.75	61,880	40.25	83,720
PARKS AND RECREATION	Office Manager	2,080	I	29.75	61,880	40.25	83,720
PARKS AND RECREATION	Crew Leader - Parks and Recreation	2,080	H	26.56	55,245	35.94	74,755
PARKS AND RECREATION	Turf Manager	2,080	G	23.72	49,338	32.09	66,747
PARKS AND RECREATION	Recreation Coordinator	2,080	F	21.18	44,054	28.66	59,613
PARKS AND RECREATION	Equipment Operator	2,080	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Building and Grounds Maintenance II	2,080	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Recreation Programmer	2,080	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Recreation - Programmer Aquatics	1,456	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Pool Manager	1,456	E	18.90	39,312	25.58	53,206
PARKS AND RECREATION	Recreation Aide II	2,080	D	16.88	35,110	22.84	47,507
PARKS AND RECREATION	Building and Grounds Maintenance I	2,080	D	16.88	35,110	22.84	47,507
PARKS AND RECREATION	Building and Grounds Maintenance I	1,456	D	16.88	35,110	22.84	47,507
PARKS AND RECREATION	Head Life Guard	1,456	C	15.07	21,942	20.39	29,688
PARKS AND RECREATION	Recreation Aide	1,456	B	13.46	19,598	18.20	26,499
PARKS AND RECREATION	Lifeguard	1,456	B	13.46	19,598	18.20	26,499
HUMAN RESOURCES	Director of Human Resources**	2,080	M	46.81	97,365	63.33	131,726
HUMAN RESOURCES	Human Resources Generalist	2,080	I	29.75	61,880	40.25	83,720
POLICE DEPARTMENT	Police Chief**	2,080	O	58.72	122,138	79.44	165,235
POLICE DEPARTMENT	Assistant Police Chief**	2,080	N	52.43	109,054	70.93	147,534
POLICE DEPARTMENT	Police Captain**	2,080	M	46.81	97,365	63.33	131,726
POLICE DEPARTMENT	Police Lieutenant	2,236	K	37.32	83,448	50.49	112,896
POLICE DEPARTMENT	Police Sergeant	2,236	J	33.31	74,481	45.07	100,777
POLICE DEPARTMENT	Police Corporal	2,236	I	29.75	66,521	40.25	89,999
POLICE DEPARTMENT	Crime Analyst	2,080	H	26.56	55,245	35.94	74,755
POLICE DEPARTMENT	Police Officer	2,236	G	23.72	53,038	32.09	71,753
POLICE DEPARTMENT	Records Supervisor	2,080	G	23.72	49,338	32.09	66,747
POLICE DEPARTMENT	Administrative Assistant	2,080	F	21.18	44,054	28.66	59,613
POLICE DEPARTMENT	Fleet/Equipment Coordinator	2,080	F	21.18	44,054	28.66	59,613
POLICE DEPARTMENT	Evidence Technician	2,080	F	21.18	44,054	28.66	59,613
POLICE DEPARTMENT	Police Records Clerk	2,080	E	18.90	39,312	25.58	53,206
POLICE DEPARTMENT	Animal Control Officer	2,080	E	18.90	39,312	25.58	53,206
POLICE DEPARTMENT	Building Maintenance Custodian	2,080	D	16.88	35,110	22.84	47,507
POLICE DEPARTMENT	PT Litter Officer	1,040	D	16.88	17,555	22.84	23,754
POLICE DEPARTMENT	Parking Control Officer	1,456	C	15.07	21,942	20.39	29,688
SANITATION	Sanitation Supervisor	2,080	I	29.75	61,880	40.25	83,720
SANITATION	Sanitation Specialist	2,080	H	26.56	55,245	35.94	74,755
SANITATION	Crew Leader Sanitation	2,080	H	26.56	55,245	35.94	74,755
SANITATION	Sanitation Operator II	2,080	F	21.18	44,054	28.66	59,613
SANITATION	Sanitation Operator II	1,456	F	21.18	44,054	28.66	59,613
SANITATION	Sanitation Operator I	2,080	E	18.90	39,312	25.58	53,206

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
STREET DEPARTMENT	Director of Public Works**	2,080	N	52.43	109,054	70.93	147,534
STREET DEPARTMENT	Assistant Director of Public Works**	2,080	L	41.79	86,923	56.55	117,624
STREET DEPARTMENT	Traffic Maintenance Supervisor	2,080	J	33.31	69,285	45.07	93,746
STREET DEPARTMENT	Fleet Supervisor	2,080	I	29.75	61,880	40.25	83,720
STREET DEPARTMENT	Street Maintenance Supervisor	2,080	I	29.75	61,880	40.25	83,720
STREET DEPARTMENT	Traffic Maintenance Technician II	2,080	H	26.56	55,245	35.94	74,755
STREET DEPARTMENT	Crew Leader	2,080	H	26.56	55,245	35.94	74,755
STREET DEPARTMENT	Equipment Mechanic	2,080	G	23.72	49,338	32.09	66,747
STREET DEPARTMENT	Traffic Maintenance Technician I	2,080	G	23.72	49,338	32.09	66,747
STREET DEPARTMENT	Sign Technician II	2,080	G	23.72	49,338	32.09	66,747
STREET DEPARTMENT	Sign Technician II	1,456	G	23.72	49,338	32.09	66,747
STREET DEPARTMENT	Concrete Worker	2,080	F	21.18	44,054	28.66	59,613
STREET DEPARTMENT	Sign Technician I	2,080	F	21.18	44,054	28.66	59,613
STREET DEPARTMENT	Equipment Operator II	2,080	F	21.18	44,054	28.66	59,613
STREET DEPARTMENT	Equipment Operator I	2,080	E	18.90	39,312	25.58	53,206
STREET DEPARTMENT	Fleet Equipment Coordinator	2,080	E	18.90	39,312	25.58	53,206
STREET DEPARTMENT	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
STREET DEPARTMENT	Equipment Operator I	1,456	E	18.90	39,312	25.58	53,206
STREET DEPARTMENT	Public Works Maintenance Worker	1,456	D	16.88	24,577	22.84	33,255
STREET DEPARTMENT	Custodian	1,456	C	15.07	21,942	20.39	29,688
Tourism & Main Street Marketing	Main Street Manager **	2,080	I	29.75	61,880	40.25	83,720
Tourism & Main Street Marketing	Marketing Specialist	2,080	H	26.56	55,245	35.94	74,755
Tourism & Main Street Marketing	Visitor Services Assistant	1,040	D	16.88	17,555	22.84	23,754
WASTEWATER	Director of Wastewater**	2,080	N	52.43	109,054	70.93	147,534
WASTEWATER	Assistant Wastewater Director**	2,080	L	41.79	86,923	56.55	117,624
WASTEWATER	Engineer II**	2,080	L	41.79	86,923	56.55	117,624
WASTEWATER	Wastewater Plant Superintendent**	2,080	L	41.79	86,923	56.55	117,624
WASTEWATER	Wastewater Collection Superintendent**	2,080	L	41.79	86,923	56.55	117,624
WASTEWATER	Wastewater CMOM/GIS Coordinator**	2,080	K	37.32	77,626	50.49	105,019
WASTEWATER	Laboratory and Pretreatment Manager**	2,080	K	37.32	77,626	50.49	105,019
WASTEWATER	WW Civil Engineer**	2,080	J	33.31	69,285	45.07	93,746
WASTEWATER	Engineer I	2,080	J	33.31	69,285	45.07	93,746
WASTEWATER	Chief Operator	2,080	I	29.75	61,880	40.25	83,720
WASTEWATER	Foreman - Sewer Rehabilitation	2,080	I	29.75	61,880	40.25	83,720
WASTEWATER	Laboratory Manager	2,080	I	29.75	61,880	40.25	83,720
WASTEWATER	Pump Station Maintenance Supervisor	2,080	I	29.75	61,880	40.25	83,720
WASTEWATER	Pretreatment Coordinator	2,080	I	29.75	61,880	40.25	83,720
WASTEWATER	WW Engineering Inspector	2,080	H	26.56	55,245	35.94	74,755
WASTEWATER	WW Plant Operator III	2,080	H	26.56	55,245	35.94	74,755
WASTEWATER	Inspector Utility Locator	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	WW Collection Technician	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	Engineering Technician	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	Lab Specialist	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	WW Plant Operator II	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	Wastewater Maintenance Worker	2,080	G	23.72	49,338	32.09	66,747
WASTEWATER	Wastewater Maintenance Worker	1,456	G	23.72	49,338	32.09	66,747
WASTEWATER	Safety Coordinator	2,080	F	21.18	44,054	28.66	59,613
WASTEWATER	Equipment Operator II	2,080	F	21.18	44,054	28.66	59,613
WASTEWATER	WW Plant Operator I	2,080	F	21.18	44,054	28.66	59,613
WASTEWATER	Administrative Assistant	2,080	E	18.90	39,312	25.58	53,206
WASTEWATER	Equipment Operator I	2,080	E	18.90	39,312	25.58	53,206
WASTEWATER	Operation Worker	2,080	E	18.90	39,312	25.58	53,206
WASTEWATER	Laboratory Assistant	1,456	E	18.90	39,312	25.58	53,206
WASTEWATER	Administrative Assistant	1,456	D	16.88	24,577	22.84	33,255
WASTEWATER	Grounds Maintenance	1,456	D	16.88	24,577	22.84	33,255
Note - Promotional	Senior Administrative Assistant	2,080	F	21.18	44,054	28.66	59,613
Grade F - Position available to promote administrative assistants with significantly increased duties and job responsibilities.							

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized

Exempt Employees**

Section 2: Temporary Positions - Authorize part time positions working less than 1456 hours per year (28 hours per week) and full time temporary positions working less than 1456 hours per year and lasting less than five months to be paid as follows:

Position	Minimum	Maximum
Utility Worker	\$12.08	\$15.42
Facility Attendant	\$12.08	\$15.42
School Crossing Guards	\$50.00 per day(s) worked	

Section 3: Appointments - Appointments made by the Mayor or City Council shall be paid a bi-weekly stipend as follows:

City Judge	\$961.54 bi-weekly if sitting as judge; \$120.19 per week when absent.
City Judge Pro Tem	\$721.16 Bi-weekly if sitting as judge.
Prosecuting Attorney	\$755.54 Biweekly

Section 4: Elected Officials - Elected Officials shall be paid bi-weekly as follows:

Mayor	\$346.16
Vice Mayor	\$276.96
Council Member	\$230.77



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4552 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 99 PARCEL 59.03, LOCATED AT 1221 EAST END STREET, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT). - WARD 3, GROWING CITY ECONOMY.

RECOMMENDATION: Approve Ordinance No. 4552 on first consideration.

INFORMATION: The applicant is requesting to rezone property to CD-3 with a concept for future residential development. The concept plan reflects 26 lots on the 10 acre parcel. The Planning Commission reviewed this request at their July 9, 2025 meeting and recommended approval with a vote of six to zero.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4552 Staff Report; Ordinance 4552; ExhibitA; Exhibit B; Concept Plan; DS 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 99 PARCEL 59.03, LOCATED AT 1221 EAST END STREET, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD 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-3L (Neighborhood Large Lot Character District) to CD-3 (Neighborhood Character District).

Section 2: Said property to be rezoned, being Tax Map 99 Parcel 59.03, located at 1221 East End 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-3L (Neighborhood Large Lot Character District) to CD-3 (Neighborhood 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 9th day of July, 2025, and after a public hearing held on the 14th day of August, 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) 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.

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

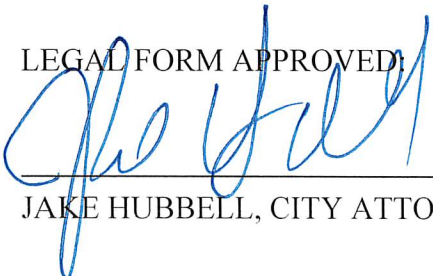
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of September, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

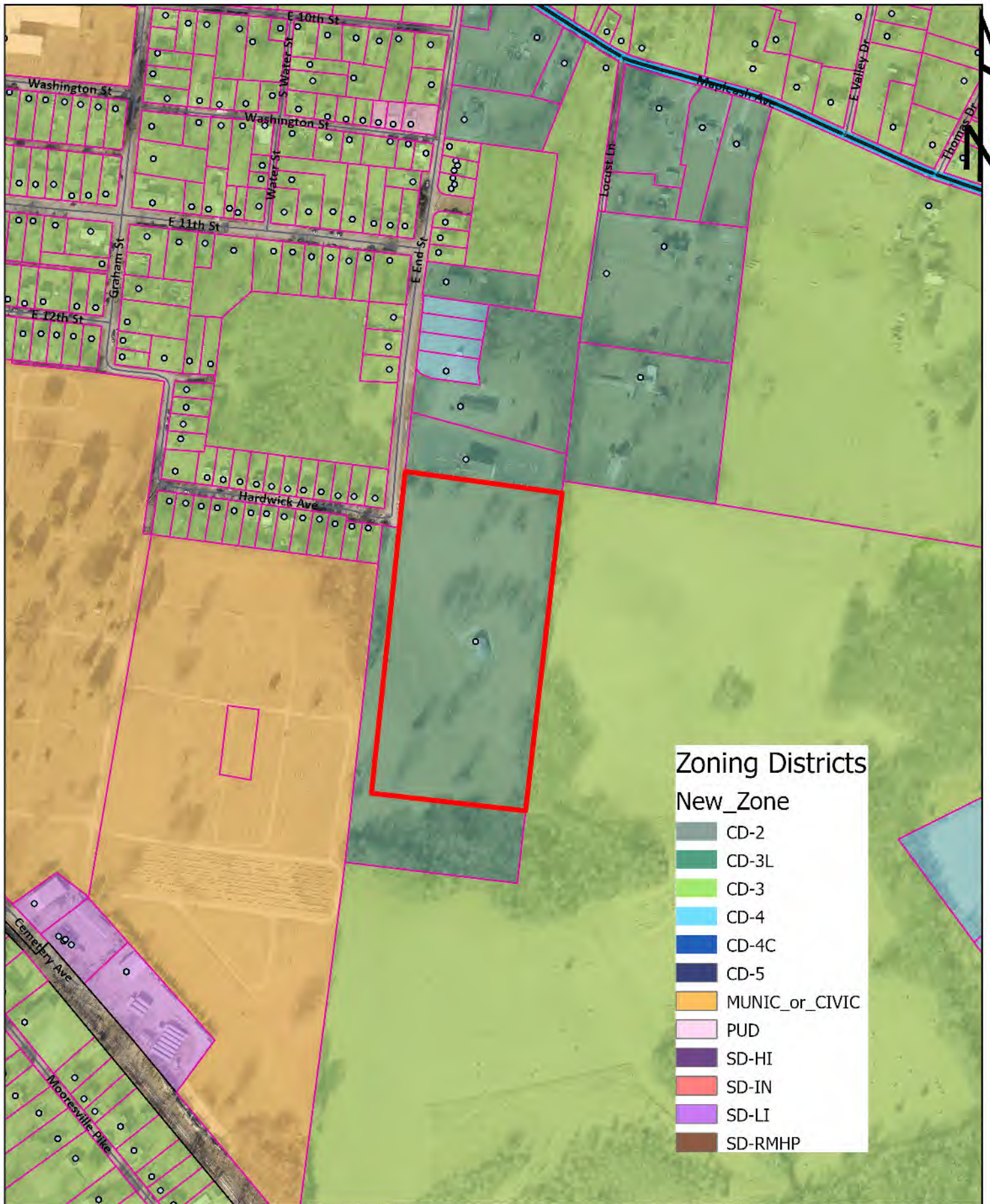
Passed on 2nd consideration: _____

PARCEL 59.03 MAP 99 PROPERTY REZONING LEGAL DESCRIPTION

BEGINNING at a point on the east right-of-way margin of East End Street, said point being the southwest corner of Miracle Temple of Deliverance and the POINT OF BEGINNING.

THENCE LEAVING THE SAID RIGHT-OF-WAY MARGIN RUN SOUTH 81 DEGREES 6 MINUTES 31 SECONDS EAST – 458.30 FEET TO POINT, SAID POINT BEING THE SOUTHEAST CORNER OF MIRACLE TEMPLE DELIVERANCE; THENCE SOUTH 7 DEGREES 59 MINUTES 29 SECONDS WEST – 57.11 FEET TO A POINT ALONG THE WEST LINE OF HELLER MANAGEMENT COMPANY; THENCE SOUTH 6 DEGREES 19 MINUTES 9 SECONDS WEST – 876.47 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF MANUEL DEWAYNE YOUNG PROPERTY; THENCE NORTH 83 DEGREES 40 MINUTES 44 SECONDS WEST – 461.74 FEET; THENCE NORTH 5 DEGREES 20 MINUTES 29 SECONDS EAST – 362.87 FEET; THENCE NORTH 8 DEGREES 19 MINUTES 19 SECONDS EAST – 306.00 FEET; THENCE NORTH 7 DEGREES 4 MINUTES 9 SECONDS EAST – 116.06 FEET TO THE POINT ON THE EAST RIGHT-OF-WAY MARGIN OF EAST END STREET; THENCE ALONG THE SAID RIGHT-OF-WAY MARGIN, NORTH 6 DEGREES 9 MINUTES 59 SECONDS EAST – 169.43 FEET TO THE POINT OF BEGINNING.

INCLUDES A TOTAL OF 435,717.49 SF (10.00 AC).



Ordinance 4552 Exhibit B

1221 E. End Street
Tax Map 99 Parcel 59.03

Development Services
700 N. Garden Street
Columbia, TN 38401
www.columbiatn.gov

CITY OF COLUMBIA





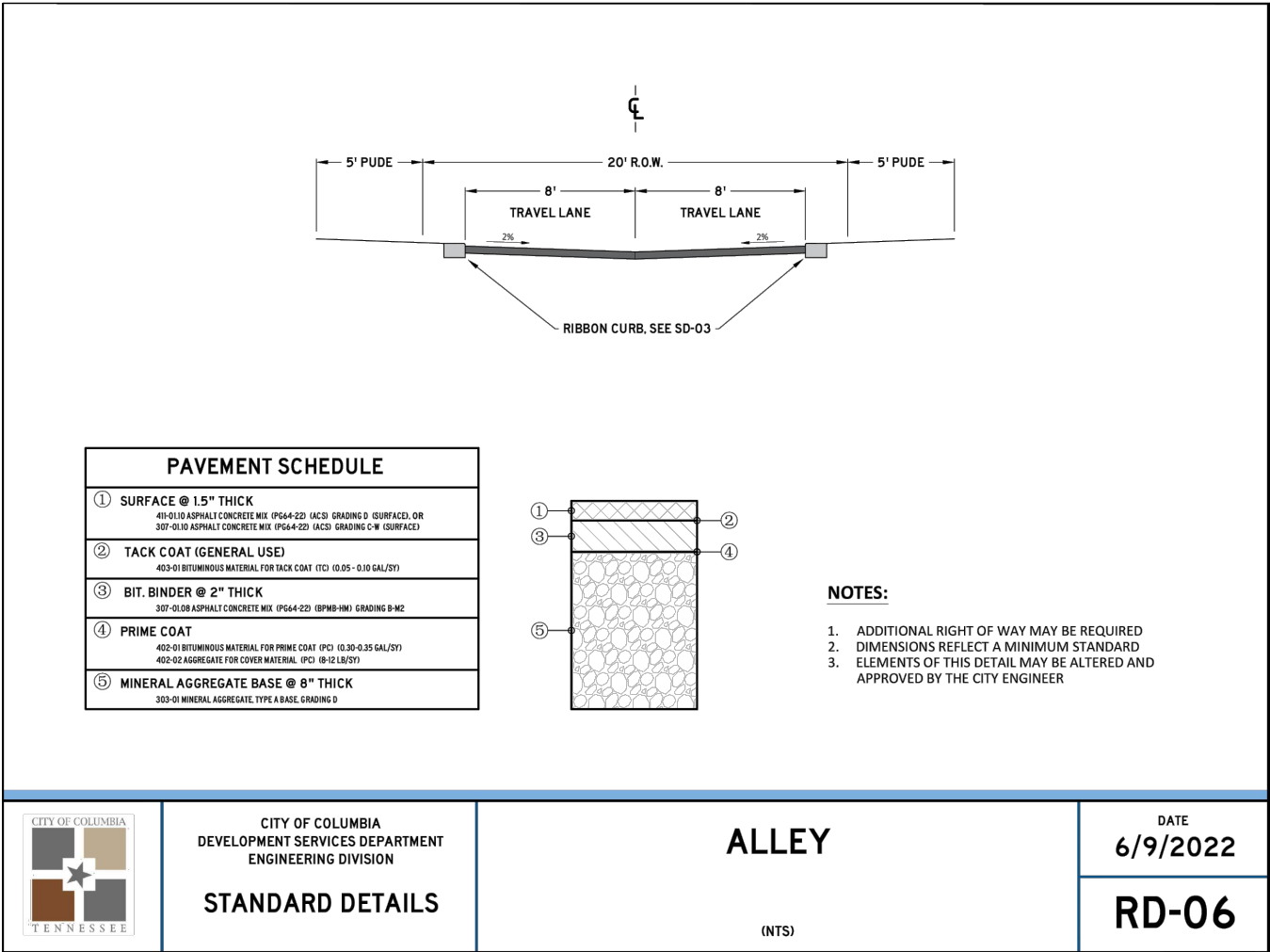
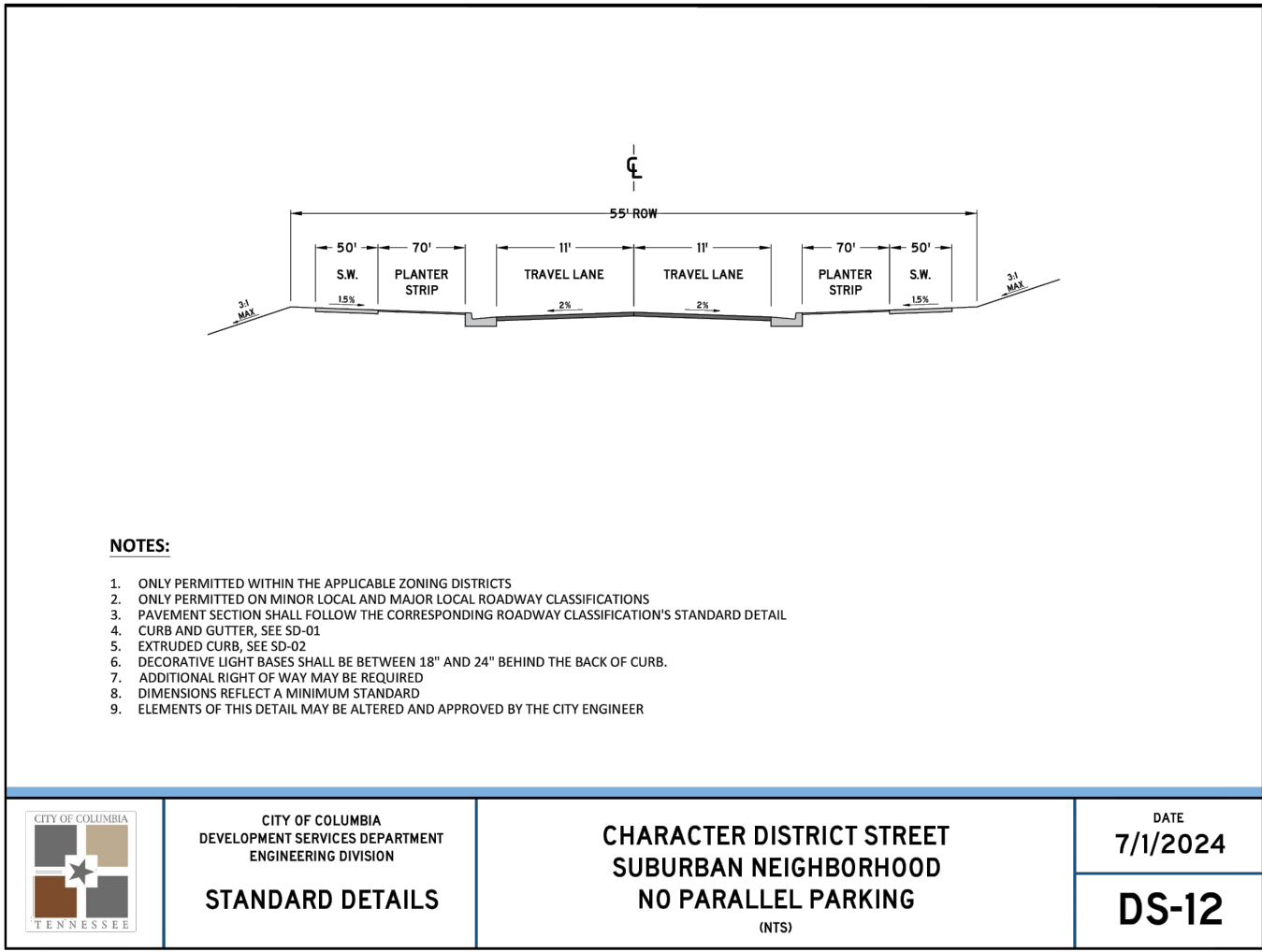
Total Site Data	
PROVIDED	
TOTAL PROPERTY ACREAGE	10.00 +/- AC
CURRENT ZONING	CD-3L
PROPOSED REZONING	CD-3
LOT WIDTH (MIN.)	49 FT IF ALLEY LOADED GARAGE AT REAR, OTHERWISE 65 FT
TREE SAVE AREA	0.43 AC > 0.43 AC (REQUIRED)
LOTS	4.82 AC
TOTAL OPEN SPACE	2.53 AC
TOTAL CIVIC SPACE	0.64 AC (6.4% OF GROSS ACREAGE)
RIGHT OF WAY	2.61 AC
TOTAL LOTS	26
CD-3 DENSITY	2.60 LOTS / AC

- NOTES:
- SEE THIS SHEET FOR THE TYPICAL ROADWAY SECTION.
 - TREE SAVE AREA GENERALLY LOCATED IN OPEN SPACE 1 & 4 (OS-1 & OS-4) & CIVIC SPACE 1. TREE REPLANTING AREA IS LOCATED IN OPEN SPACE 2 (OS-2).
 - CIVIC SPACE 1 TO BE GREEN AREA
 - CIVIC SPACE 2 TO BE PLAYGROUND
 - OS-3 TO BE MAIL KIOSK AREA
 - LOTS 1 - 8 - CD-3 ZONING (MIN. 65 FT WIDTH)
LOTS 9 - 16 - CD-3 ZONING (MIN. 40 FT WIDTH)
LOTS 16 - 26 - CD-3 ZONING (MIN. 65 FT WIDTH)

CIVIC SPACE AREA TABLE		
CIVIC SPACE NO.	AREA (SQ. FT.)	AREA (ACRES)
CIVIC SPACE 1	21,885	0.50
CIVIC SPACE 2	5,945	0.14

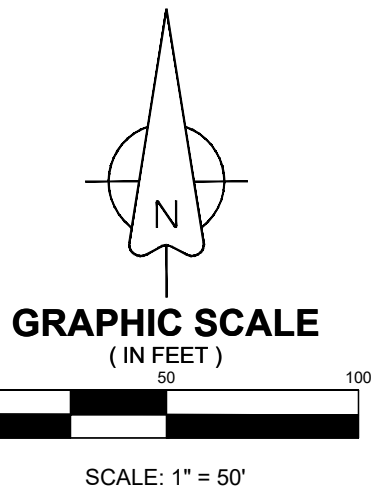
OPEN SPACE AREA TABLE		
OS NO.	AREA (SQ. FT.)	AREA (ACRES)
OS : 1	5,957	0.14
OS : 2	59,679	1.37
OS : 3	8,994	0.21
OS : 4	3,846	0.09
OS : 5	31,198	0.72

LOT AREA TABLE		
LOT NO.	AREA (SQ. FT.)	AREA (ACRES)
1	9,110	0.21
2	7,425	0.17
3	7,425	0.17
4	7,425	0.17
5	7,425	0.17
6	7,425	0.17
7	9,009	0.21
8	8,797	0.20
9	4,179	0.10
10	4,000	0.09
11	5,048	0.12
12	5,048	0.12
13	4,000	0.09
14	4,000	0.09
15	4,000	0.09
16	4,000	0.09
17	7,150	0.16
18	7,164	0.16
19	7,937	0.18
20	13,503	0.31
21	8,418	0.19
22	7,911	0.18
23	8,912	0.20
24	8,490	0.19
25	7,911	0.18
26	8,417	0.19



- NOTES:
- ADDITIONAL RIGHT OF WAY MAY BE REQUIRED
 - DIMENSIONS REFLECT A MINIMUM STANDARD
 - ELEMENTS OF THIS DETAIL MAY BE ALTERED AND APPROVED BY THE CITY ENGINEER

- LEGEND
- PROPERTY LINE
 - - - EXISTING CONTOURS



CONSULTANTS:

PROJECT TITLE:
1221 EAST END STREET

1221 EAST END STREET
COLUMBIA, TN 38401

Revision		
No.	Date	Description

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SHEET TITLE:
CONCEPT PLAN

REZONING
DATE: 04/15/2025
DRAWN BY: TS
PROJECT NO.: 2502

SHEET NO.:

1 of 1

NOT FOR CONSTRUCTION

1221 East End Street Rezoning

Project #:	25-0193	Location:	Map 99 Parcel 59.03
Applicant:	Cole Newton, PE	Case Type(s):	Rezoning
Staff Planner:	Austin Brass, AICP	Proposed Use:	Single-Family Homes

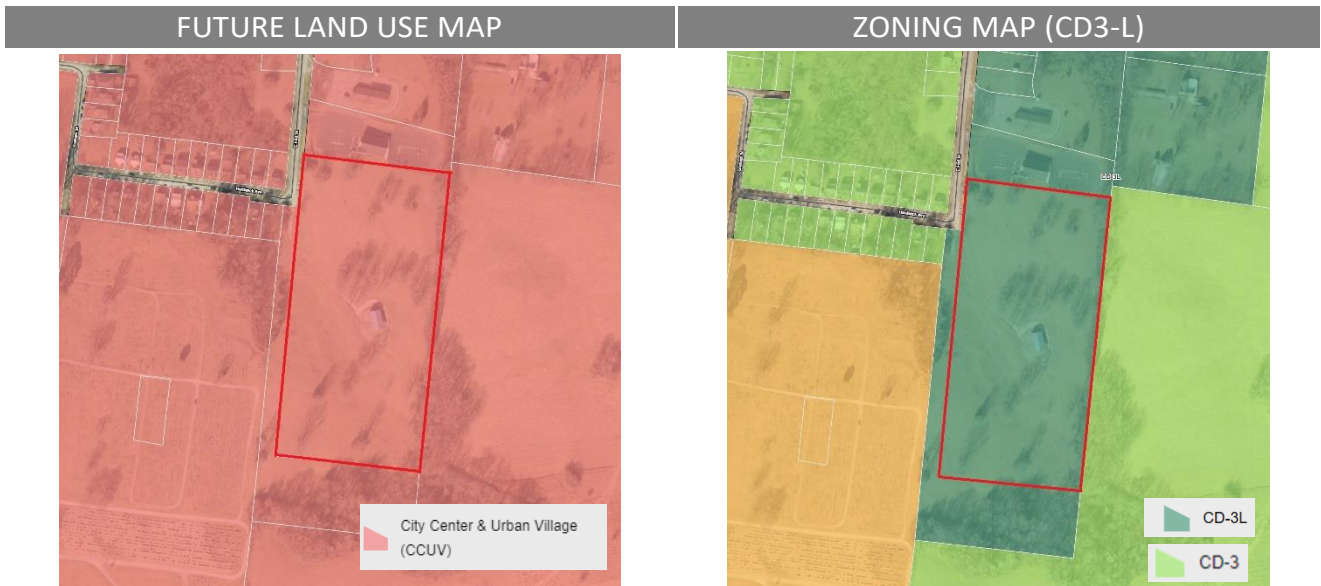
PROJECT SUMMARY

The applicant requests to rezone a 10-acre property located at 1221 E End Street to CD-3 (*Neighborhood Character District*) from the current Zoning of CD-3L (*Neighborhood Large Lot Character District*).

- The requested zoning is consistent with the City Center Urban Village (CCUV) and future land use classification in *Connect Columbia*.
- The applicant has provided a concept plan depicting the development of the property for 28 single-family homes and associated civic space and infrastructure with a density of 2.8 lots per acre with CD-3 allowing 4 units per acre.
- A previous request for Rezoning of this property from R-20 to R-6 was denied by City Council on July 14th, 2022 (22-0065). The previous concept plan in support of the denied rezoning request indicated 47 single-family lots with a minimum lot width of 50' as allowed under the standards of the requested R-6 zoning classification. As of July 2022, all R-20 property became classified as CD-3L (Neighborhood Large Lot Character District).
- Differences from the CD-3L (*existing*) and proposed CD-3 Character District include a density from 2 units per acre (*CD-3L*) to 4 units per acre (*CD-3*) and a 100 ft' lot width minimum (*CD-3L*) to a 65' minimum for front loaded lots with the option to have 40' minimum lots for rear loaded products (*CD-3*).
- 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; City Council is the decision-making authority.
- 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-3L	Vacant Land	Vacant Land	+/- 10 acres



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	City Center Urban Village	CD 3-L	Vacant
North	City Center Urban Village	CD-3L	Religious Facility
South	City Center Urban Village	CD-3L	Vacant
East	City Center Urban Village	CD-3	Vacant
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 most of the subject site is CCUV. 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 associated 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 CV and PUDs. **In addition, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing District for the City Center & Urban Village Future Land Use Policy.**



CITY OF COLUMBIA TENNESSEE PLANNING COMMISSION STAFF REPORT

JULY 2025
25-0193
1221 E END STREET
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-MU
Civic CV

Implementing Standards

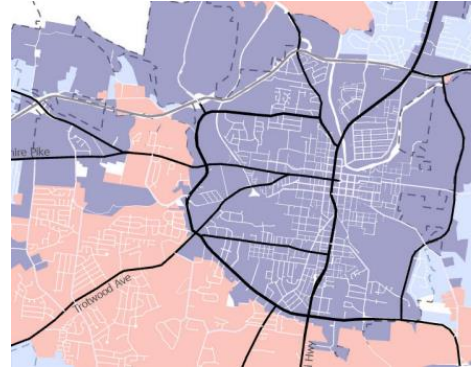
General Development Pattern: Mixed Uses & Isolated Uses
Density (density units per acre): ≥ 12 du/ac
Building Height: 1-5 stories
Open Space Elements: Civic Spaces, Parks & Greenways



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).

■ Activate (City Policies Foster Proactive Change)
■ Protect (City Policies Minimize Change to Established Land Use)
■ Facilitate (City Facilitates Orderly Market-Driven Change)



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 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.

- 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 concept plan depicts the development of 28 lots that are a combination of front and rear loaded lot dimensions for single-family homes.
- The concept plan indicates that required civic spaces and has a notation of tree replanting areas.
- 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.

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its June 2025 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. The City Council is the decision-making authority.

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 June 2025 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** noted that initial concept plan indicated a cul-de-sac that the Zoning Ordinance prohibits. The applicant responded by updating their concept plan to eliminate the cul-de-sac to demonstrate the site can be developed in accordance with the Zoning Standards of the Ordinance that prohibits cul-de-sacs.
- **Columbia Water** noted that a water availability letter was issued on April 24, 2025 and remains valid for 120 days.

COMMENTARY FROM PLANNING STAFF

The requested CD-3 zoning is consistent with Connect Columbia. The site's future land use classification is City Center Urban Village (CCUV). 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 proposed CD-3 Zoning is in character with adjacent uses. The vicinity of the requested zoning consists of similar uses for single-family homes on lots that are more minimal in size (50') than the proposed rezoning of CD-3 with 65' lots. This proposed rezoning allows for an extension of the existing neighborhood in meeting the goals and policy framework of Connect Columbia.

SAMPLE MOTIONS

Recommend to 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*].

Recommend to 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

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4553, AN ORDINANCE TO AMEND ORDINANCE NO. 4487, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE LAND USE DESIGNATION FOR TAX MAP 112 PARCELS 17 AND 18.02 OFF TROTWOOD AVENUE AND FOSTER LANE, FROM RURAL TRANSITION TO SUBURBAN NEIGHBORHOODS - WARD 1.

RECOMMENDATION: Defer Ordinance No. 4553 on first consideration per applicant's request.

INFORMATION: The applicant is requesting to change the Future Land Use Designation for two properties along Foster Lane from Rural Transition (RT) to Suburban Neighborhoods (SN). The northern property, located at Tax Map 112 Parcel 18.02 in Hunters Glen Subdivision, is already in the city limits and zoned to CD-3 (Neighborhood Character District). The property to the south, being Tax Map 112 Parcel 17, is requesting to be annexed and zoned to the CD-3 zoning district, thus needing a FLU designation amendment to support the zone. The Area of Change policy classifies this area as "Protect". The Planning Commission reviewed this request at the July 9, 2025 meeting and recommended denial by a vote of five to zero with one abstention.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4553 Staff Report; Ordinance No. 4553; Exhibit A; Exhibit B; Concept Plan; DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4487, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE LAND USE DESIGNATION FOR TAX MAP 112 PARCELS 17 AND 18.02, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE, FROM RURAL TRANSITION TO SUBURBAN NEIGHBORHOODS.

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: The Comprehensive Plan, the same being Ordinance No. 4487, is hereby amended by reclassifying the land use designation for Tax Map 112 Parcels 17 and 18.02, located off Trotwood Avenue and Foster Lane from Rural Transition to Suburban Neighborhoods.

Section 2: Said property is located in the Ninth Civil District of Maury County, Tennessee, as described in Exhibit "A" which is attached hereto and incorporated herein by reference. A location map depicting the proposed area to be designated is identified as Exhibit "B" and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.20.F by the Columbia Municipal Planning Commission, following a public hearing, on the 9th day of July 2025 with a recommendation of denial, and after a public hearing held on the 14th day of August, 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, thirty (30) days or more before said hearing.

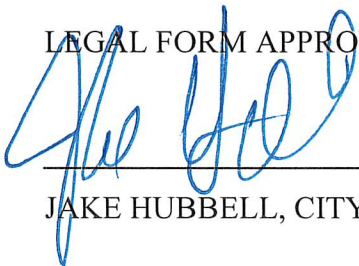
Section 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of September, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:


JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____

Legal Description

A parcel of land located in the 9th civil District of Maury County, Tennessee. More particularly described as follows;

Beginning at a found iron rod and Cap in the centerline of Foster Lane, A.K.A. Old Thomas Lane, having a right-of-way width of 30'.

Said point of beginning being the southwest corner of lands owned by the McBroom Family Partnership, of record in deed book R1466, page 135, Register's Office Maury County, Tennessee (R.O.M.C, TN.);

Thence, along the south line of said lands of McBroom Family Partnership, South 79°12'28" East, a distance of 240.92 feet to a found iron pin;

Thence, continuing along the South line of said lands of McBroom Family Partnership, generally along a fence, South 80°54'28" East, a distance of 2477.51 feet to a found iron rod and cap in the west line of lot 13 of leatherwood Estates, Section 1, of record in Plat book 56, page 315, R.O.M.C., TN.;

Thence, along the west line of said lot 13 of Leatherwood Estates, South 03°36'18" West, a distance of 158.91 feet to a found metal stake in a rock wall, and the Southwest corner of Lot 13 Leatherwood Estates. Said point also being on the North line of lands owned by Edwin W. Halliday, Family Trust of record in deed book R2383, page 186, R.O.M.C., TN.;

Thence, along the North Line of said lands of Halliday Family Trust, North 83°01'05" West, a distance of 117.28 feet, to tree with a fence intersection, at the northwest corner of said lands of Halliday Family Trust;

Thence, along the centerline of foster lane, North 09°19'07" East, a distance of 116.73 feet to the point of Beginning. Being 85.711 acres of land, more or less, according to a Boundary Survey by Homeland Surveying & Mapping, LLC, dated July 20, 2021.

Including:

A parcel of land located in the 9th civil District of Maury County, Tennessee. More particularly described as follows;

Beginning at a found iron rod in the centerline of Foster Lane, A.K.A. Old Thomas Lane, having a right-of-way width of 30'.

Said point of beginning being the northwest corner of lands owned by the McBroom Family Partnership, of record in deed book R1466, page 135, Register's Office Maury County, Tennessee (R.O.M.C, TN.);

Thence S 87° 37' 10" E 1255.82 feet

Thence N 07° 33' 22" E 567.46 feet

Thence S 82° 28' 49" E 124.70 feet

Thence S 07° 34' 33" W 90.07 feet

Thence S 82° 22' 23" E 40.00 feet

Thence S 82° 33' 28" E 12.44 feet

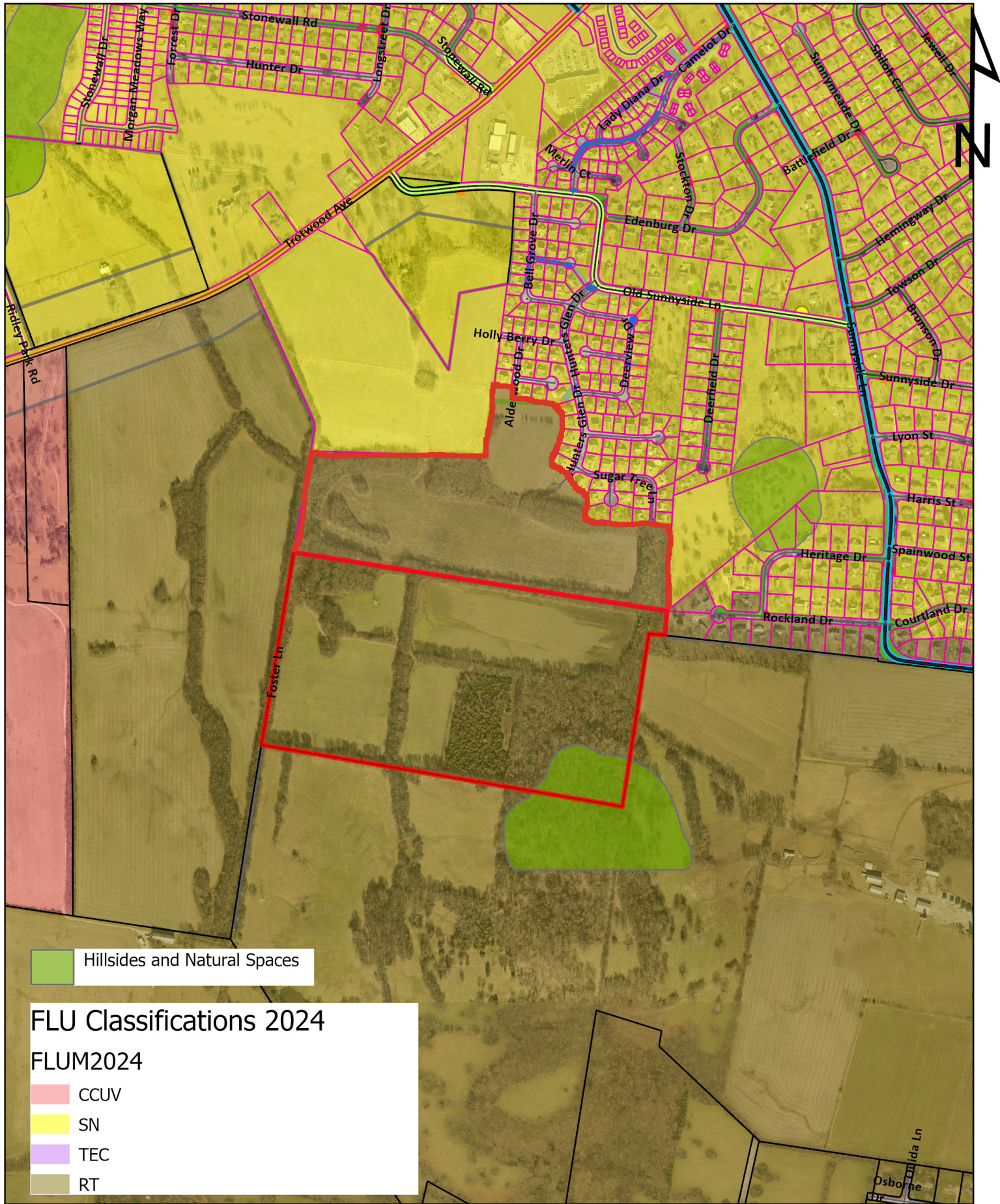
Thence S 82° 26' 38" E 67.50 feet

Thence S 82° 08' 26" E 30.38 feet

Thence S 82° 36' 00" E 71.51 feet

Ordinance No. 4553 – Exhibit A

Thence S 82° 36' 00" E 38.46 feet
Thence S 82° 15' 42" E 91.96 feet
Thence S 11° 36' 10" E 92.83 feet
Thence S 11° 41' 42" E 89.97 feet
Thence S 18° 20' 37" W 1.82 feet
Thence S 18° 20' 37" W 98.32 feet
Thence S 16° 53' 34" W 34.15 feet
Thence S 17° 02' 46" W 42.87 feet
Thence S 31° 08' 43" W 29.95 feet
Thence S 31° 17' 44" W 56.84 feet
Thence S 57° 14' 26" E 132.42 feet
Thence S 57° 14' 26" E 7.52 feet
Thence curve with a radius of 518.88 feet, arc of 41.22 feet
Thence S 48° 44' 55" E 50.07 feet
Thence S 52° 13' 09" E 7.44 feet
Thence S 52° 13' 09" E 167.34 feet
Thence S 03° 22' 15" W 165.32 feet
Thence S 70° 42' 24" E 40.33 feet
Thence N 80° 22' 50" E 71.11 feet
Thence S 78° 50' 11" E 59.54 feet
Thence S 79° 17' 48" E 101.01 feet
Thence N 73° 47' 31" E 33.44 feet
Thence S 88° 48' 08" E 31.33 feet
Thence S 89° 31' 28" E 32.93 feet
Thence S 79° 21' 32" E 81.85 feet
Thence S 79° 21' 32" E 11.05 feet
Thence S 03° 22' 15" E 2.95 feet
Thence S 86° 37' 45" E 40.10 feet
Thence S 86° 49' 38" E 55.38 feet
Thence S 48° 44' 55" E 50.07 feet
Thence N 87° 30' 28" E 69.83 feet
Thence S 03° 24' 58" W 609.86 feet
Thence S 06° 57' 53" W 20.93 feet
Thence N 80° 54' 30" W 2477.99 feet
Thence N 79° 14' 39" W 240.74 feet
Thence N 13° 04' 55" W 48.61 feet
Thence N 10° 56' 40" E 678.58 feet to the point of beginning



Ordinance No. 4553 - Exhibit B
 Tax Map 112 Parcel 17
 Foster Lane

Development Services
 700 N. Garden Street
 Columbia, TN 38401
www.columbiatn.gov

Drawn by: PMP, PLS, 01/21/2025, Foster Lane Subdivision, Columbia, South Carolina. Project: Foster Lane Subdivision, CD-3, 2025, PLS, 01/21/2025



SITE DATA TABLE

PARCEL ID: 112 017.00
OWNER: JOHN MAHER BUILDERS, INC.
ADDRESS: P.O. BOX 681727 FRANKLIN, TN 37068
SITE ACREAGE: 86.7-AC

EXISTING ZONING: N/A - COUNTY JURISDICTION
EXISTING USE: FARM
PROPOSED ZONING: CD-3
PROPOSED USE: RESIDENTIAL DEVELOPMENT

ZONE CD-3 DESIGN STANDARDS:
MAX DENSITY: 4 UNITS / GROSS ACREAGE (MAX)
MAX BLOCK PERIMETER: 2800-FT
MIN LOT WIDTH: 65-FT
SETBACKS:
FRONT = 25-FT (MIN)
SECONDARY FRONTAGE = 20-FT (MIN)
SIDE = 8-FT (MIN)
REAR = 25-FT (MIN)
OFF STREET PARKING: MIN. LENGTH OF 100-FT FROM INTERNAL DRIVE
CIVIC SPACE REQUIREMENT: MINIMUM 0.5-AC, MAXIMUM 8-AC

DESIGN ELEMENTS:
DENSITY: 174 UNITS / 86.7-AC = 2.0 UNITS / AC
CIVIC SPACE PROVIDED: 27.7-AC (31.9% OF GROSS ACREAGE)

Parcel Table	
Lot #	Area
1	11,825
2	11,212
3	11,543
4	10,356
5	10,356
6	10,356
7	10,356
8	10,356
9	10,356
10	10,356
11	10,356
12	10,356
13	10,356
14	10,552
15	10,379
16	10,477
17	10,477
18	10,477
19	10,477
20	10,477
21	10,477
22	10,477
23	11,732
24	12,566
25	13,534
26	9,495
27	11,687
28	13,016
29	14,345
30	15,675
31	16,870
32	10,090
33	10,090
34	10,090
35	10,090
36	10,090
37	10,090
38	10,090
39	10,090
40	10,090
41	10,090
42	10,090
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62	10,761
63	11,059
64	11,169

Parcel Table	
Lot #	Area
66	11,128
67	11,107
68	11,086
69	11,065
70	11,045
71	11,024
72	11,003
73	10,983
74	10,962
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Parcel Table	
Lot #	Area
131	10,307
132	10,441
133	10,441
134	10,441
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139	10,307
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CRUNK ENGINEERING LLC

7112 CROSSROADS BOULEVARD

SUITE 201

BRENTWOOD, TN 37027

(615) 873-1795

WWW.CRUNKENG.COM



EXHIBIT

FOSTER LANE SUBDIVISON

FOSTER LANE COLUMBIA, TN

REVISIONS

No.	DATE

04/21/2025

21072

C0.0

PRELIMINARY
LAYOUT EXHIBIT

Foster Lane Annexation & Rezoning/ Comprehensive Plan Amendment

Project #:	25-0198	Location:	Tax Map 88 Parcel 071.01
Applicant:	Adam Crunk, PE	Case Type(s):	Annx/Rzn & Comp Plan Amendment
Staff Planner:	Austin Brass, AICP Jermey Humphrey	Proposed Use:	Single-Family Residential CD-3

PROJECT SUMMARY

The applicant requests annexation with a plan of services for an 86-acre parcel located off Foster Lane at Tax Map 88, Parcel 071. In addition, the applicant is requesting a Comprehensive Plan Amendment from Rural Transitions to Suburban Neighborhood with a requested CD-3 Zoning of the subject parcel and also includes a Comprehensive Plan amendment from Rural Transitions to Suburban Neighborhood for Parcel 112 18.02 (53.5-acre tract) located just north of the subject site.

- Staff has noted that this site requested for annexation is not adjacent to an improved roadway (*Foster Ln*) that can adequately serve the annexation request and highlighted that this request is premature for annexation until adjacent infrastructure improvements are made.
- A water availability letter has been issued on 6-17-25 from CPWS noting its validity of 120 days from issuance. It was noted that only 500 gpm can be served with fire adding that an additional 600 gpm can be provided in meeting required fire flow with the recent addition of a tanker truck.
- The proposed development is inconsistent with the future land use element of the comprehensive plan, *Connect Columbia* being Rural Transitions, and thus requesting a Future Land Use Classification of Suburban Neighborhood.
- The concept plan submitted demonstrates that it is possible to develop the site in conformity with the standards of the requested character districts.
- The Planning Commission is a **recommending body** for the annexation in which Section 8.5.20.F of the Zoning Ordinance lists the criteria for Planning Commission action.

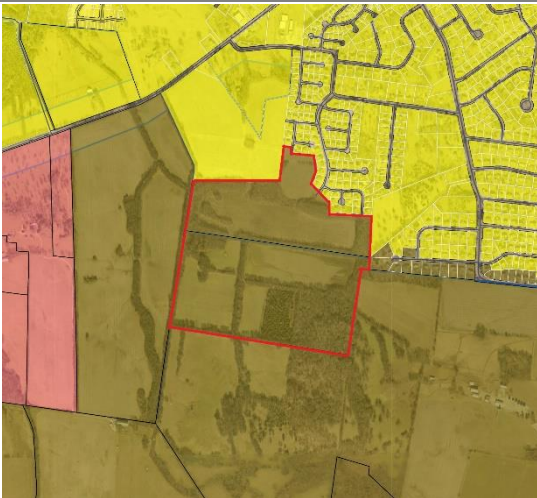


SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
County	Vacant	Vacant	+/- 86 acres



FUTURE LAND USE MAP (Rural Transitions)



ZONING MAP (County Zoning)



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Rural Transition (RT)	County	Vacant
North	Rural Transition (RT)	CD-3	Vacant/Developing
South	RT Rural Transition (RT)	County	Vacant
East	Rural Transition (RT)	County	Agricultural Use
West	Rural Transition (RT)	County	Vacant

CONSISTENCY WITH CONNECT COLUMBIA

The applicant's request for annexation and a Comprehensive Plan amendment to allow CD-3 zoning for the subject property has been reviewed for consistency with the **Connect Columbia Comprehensive Plan**, specifically the **Rural Transition (RT)** Future Land Use Classification. The proposed request is found to be **inconsistent** with the explicit intent, policies, and provisions of the Connect Columbia Comprehensive Plan for the following reasons:

- Conflict with Rural Transition (RT) Intent:** The Comprehensive Plan clearly defines the RT classification as an area intended to "create and maintain a discernable transition between agricultural uses... and the suburban areas within Columbia," emphasizing the "preservation of agricultural uses, open spaces, and the semi-rural character of areas adjacent to the city." The primary land use is defined as "very low-density detached housing." Allowing a CD-3 zoning designation, which typically facilitates higher densities and a more urban character, directly undermines this foundational intent of maintaining

a rural-to-suburban transition.



- **Inappropriate Land Uses:** The RT classification explicitly states that "New mixed-use, medium-density residential, commercial, industrial and warehouse uses are inappropriate." While the specific uses of CD-3 are not detailed in this report, CD-3 would likely permit uses or densities that fall into these categories deemed inappropriate for the RT area.
- **Premature Annexation and Lack of Urban Services:** A core policy within the RT classification, found under the "Form & Pattern" section, states: "**Annexations and rezonings are inappropriate without concurrent extensions of urban services.**" The subject property currently lacks essential urban services, such as public sewer infrastructure. The applicant's request for annexation and rezoning without the concurrent extension of these critical services represents a direct contravention of this explicit Comprehensive Plan policy.
- **Mismatch with Designated Implementing Districts:** The Comprehensive Plan identifies the "Rural Character District CD-2" and "Civic CV" as the implementing zoning districts for the RT future land use classification. The applicant's request for "CD-3" zoning is not an enumerated implementing district for RT, indicating a significant departure from the planned zoning framework for this area.
- **Deviation from Planned Form & Pattern:** The RT classification describes a character of "single-family detached residential areas and legacy agricultural operations" with "large

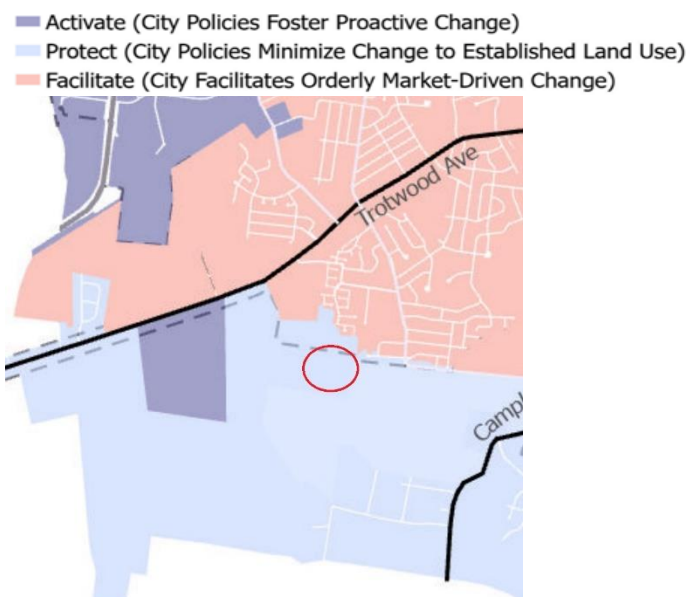
lots with very deep setbacks," "minimal site and design requirements," and "insignificant public frontages." A CD-3 district would likely introduce form and pattern standards inconsistent with this semi-rural, very low-density character.

- **Orderly and Contiguous Development:** The request is also considered premature in the context of orderly and contiguous growth, especially given that an area immediately to the south has been recently annexed but remains undeveloped and without urban services. Permitting annexation and higher-intensity zoning in an area lacking services creates an undesirable "leapfrog" development pattern, which is contrary to the principles of efficient infrastructure extension.

For these reasons, the request for a Comprehensive Plan Amendment to allow CD-3 zoning and the associated annexation is deemed **inconsistent** with the vision and specific policies of the Connect Columbia Comprehensive Plan for the Rural Transition area.

AREA OF CHANGE (Protect)

Connect Columbia established the areas of change policy designation for the subject site as **Protect**. These are areas that are not expected (or do not desire) to experience significant changes in character. Occasional new or infill development within these areas may enhance quality of place and improve connectivity and transportation options, However, the land use pattern is established, and major or intense development should provide clear public benefits. The review process should emphasize compatibility and adequacy of municipal services. (Connect Columbia p. 32).



CONFORMITY WITH ZONING ORDINANCE

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant has provided a concept plan. The purpose of the concept plan is to demonstrate that it may be possible to develop the site in conformity with the standards of the requested character districts. The applicant's request involves a proposed annexation and a concurrent request for CD-3 zoning for the subject property. This section assesses the conformity of the proposed zoning with the intent and regulations of the Columbia Zoning Ordinance as they relate to the Comprehensive Plan.

The proposed CD-3 zoning is found to be **not in conformity** with the existing Columbia Zoning Ordinance, as it applies to the context of the subject property and its Comprehensive Plan designation.

- **Inconsistent with Comprehensive Plan Implementing Districts:** As noted in the "Consistency with Connect Columbia" section, the Comprehensive Plan designates the Rural Character District (CD-2) and Civic (CV) as the appropriate implementing zoning districts for areas classified as Rural Transition (RT). The applicant's request for CD-3 zoning is a district that is not designated to implement the RT Future Land Use Classification. To grant CD-3 zoning, an amendment to the Comprehensive Plan would be necessary to change the underlying Future Land Use designation for this property, as the Zoning Ordinance relies on the Comprehensive Plan for guiding zoning decisions.
- **Zoning Pre-requisites for Annexation:** The Zoning Ordinance, in conjunction with the Comprehensive Plan, establishes that areas being annexed must have the necessary urban services available or must have them concurrently extended. The lack of adjacent and available urban services, particularly sewer, means that the proposed CD-3 zoning, which typically implies a greater demand for such services, cannot be adequately supported at this location under current conditions. The Zoning Ordinance's application is intrinsically linked to the ability to serve the proposed uses and densities.
- **Incompatibility with Existing Rural Character District Intent:** The intent of the existing Rural Character District (CD-2), which is the designated implementing zone for RT, is to maintain low densities and preserve rural characteristics. Allowing CD-3 zoning would introduce a level of development intensity and form that is fundamentally incompatible with the purpose and standards of the adjacent and surrounding CD-2 zoned properties, as well as the overarching intent of the RT area.

Therefore, without a fundamental change to the underlying Comprehensive Plan Future Land Use classification for this property to one that supports CD-3 zoning and absent the provision of necessary urban services, the proposed CD-3 zoning is **not in conformity** with the guiding principles and structure of the Columbia Zoning Ordinance in this context.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its meeting in February 2025. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Engineering:** No comments
- **Planning** noted that the implementing Character district for Hillside and Natural Space protection is Civic. The applicant responded by establishing a Civic district over the required protection area in accordance with *Connect Columbia*. Furthermore, planning noted that access with the adjoining CPWS property to the east of the subject property will require joint agreements if a Development Plan for the subject site is created.
- **Fire Marshal:** Advisory note was made that structure over 150 ft off main roads will not meet the code. This was based off of the concept plan only and would be required to be addressed at time of Site Development Plan.
- **Columbia Water** issued conditional water availability letter on January 2, 2025, and remains valid for 120 days. It was highlighted in the letter that current planning anticipates completion of water system improvements near the end of 2028.
- **Wastewater** noted that it has the available capacity to service the development; however, existing infrastructure improvements may be required to convey additional sanitary sewer flow from the development with a requirement of a contract with a third-party engineering consultant.

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its July 2025 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 Rezoning¹ 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 schools, roads, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.*

Section 8.5.20 of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed Comprehensive Plan, Future Land Use Map, or other City land use plan Amendment(s)/Adoption(s). Collectively referred to as “Land Use Plans” within the Section.

Section 8.5.20.E of the Zoning Ordinance establishes the actions by the Planning Commission when considering changes to Amendments/Adoptions.

Section 8.5.20.F outlines the criteria for Planning Commission Recommendations:

- 1. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of all other applicable adopted Land Use Plans;*

¹ **Rezoning:** A change in the district boundaries or district classifications of the Zoning map pursuant to Section 8.5.19. **For the purposes of the Ordinance, rezoning also includes the initial zoning of a property that occurs with annexation.**

2. *Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;*
3. *Whether the proposed change would create substantial adverse impacts in the Adjacent area or the City in general;*
4. *Whether conditions affecting the area have changed to a sufficient extent to warrant the proposed change; and*
5. *Whether the subject parcel is of adequate shape and size to accommodate the proposed change*

SAMPE MOTIONS

Approve:

Move to find, 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.4** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the request to annex with plan of services as presented, 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 zoning 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.4** 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 make a decision, 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

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4554 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-57, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE BEING TAX MAP 112 PARCEL 17 TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 1.

RECOMMENDATION: Defer Ordinance No. 4554 on first consideration per applicant's request.

INFORMATION: The applicant is requesting to zone property being annexed to CD-3 (Neighborhood Character District). The CD-3 district has a maximum density of four (4) units per acre. The concept plan reflects future development of residential lots and open spaces on the 86.7 acre parcel of land. The Planning Commission recommended denial by a vote of five to zero with one abstention at the July 9, 2025 meeting.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4554 Staff Report; Ordinance 4554; Exhibit A; Exhibit B; Concept Plan; DS Staff Report.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY
ZONING PROPERTY BEING ANNEXED BY RESOLUTION NO. 25-57,
LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE BEING TAX
MAP 112 PARCEL 17 TO CD-3 (NEIGHBORHOOD 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 zoning property herein described and being annexed by Resolution No. 25-57 to CD-3 (Neighborhood Character District).

Section 2: Said property being annexed by Resolution No. 25-57, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described in Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map depicting the proposed CD-3 (Neighborhood Character District) zoned area is identified as Exhibit “B” and is attached hereto 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 denial on the 9th day of July, 2025, and after a public hearing held on the 14th day of August, 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) 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 in agreement 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 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.

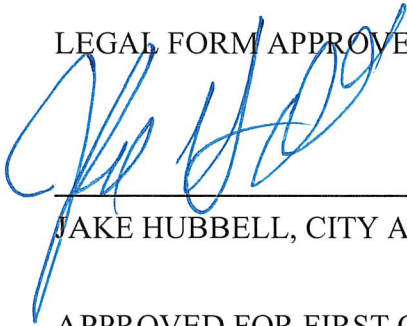
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of September, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____

Legal Description

A parcel of land located in the 9th civil District of Maury County, Tennessee. More particularly described as follows;

Beginning at a found iron rod and Cap in the centerline of Foster Lane, A.K.A. Old Thomas Lane, having a right-of-way width of 30'.

Said point of beginning being the southwest corner of lands owned by the McBroom Family Partnership, of record in deed book R1466, page 135, Register's Office Maury County, Tennessee (R.O.M.C, TN.);

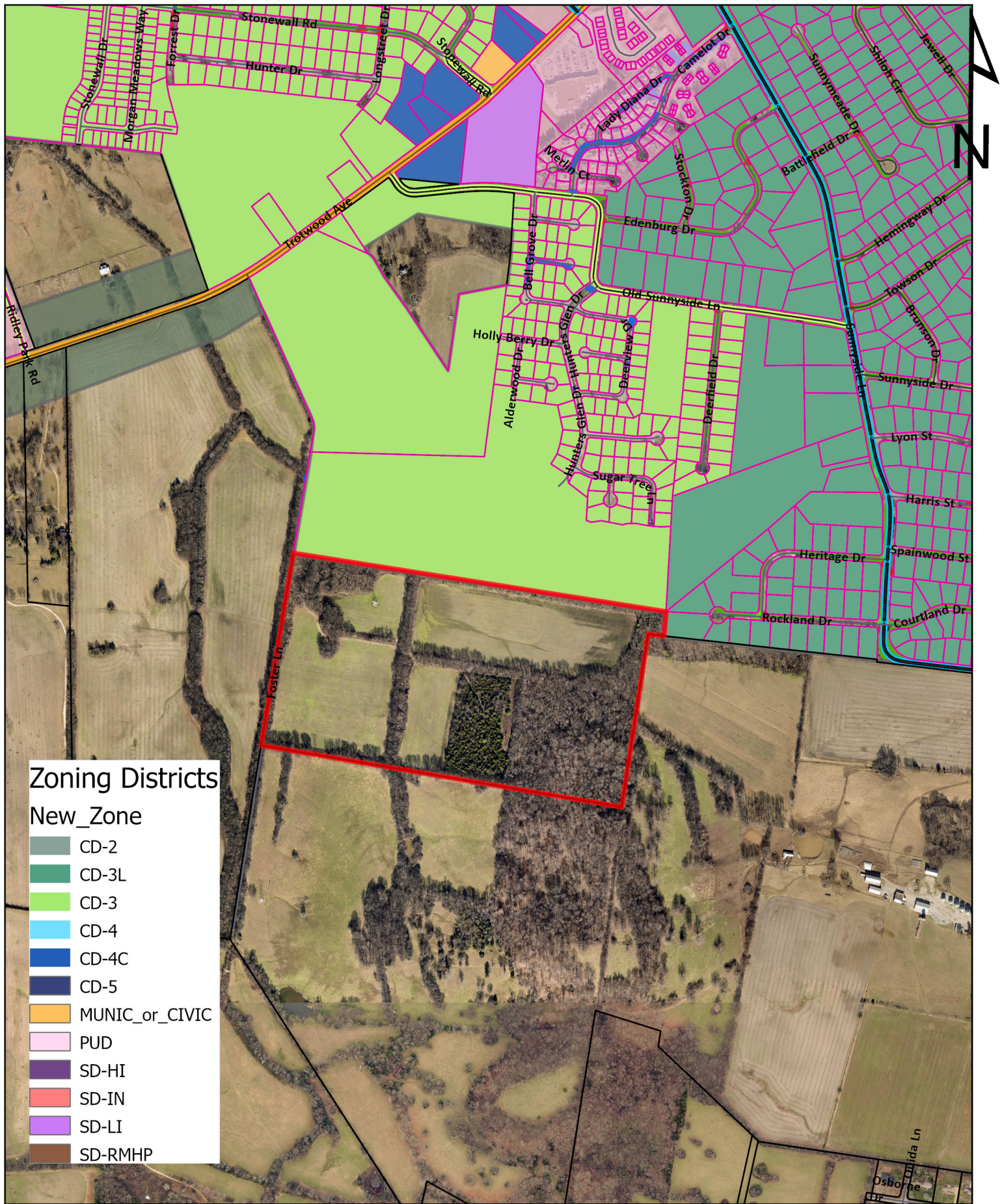
Thence, along the south line of said lands of McBroom Family Partnership, South 79°12'28" East, a distance of 240.92 feet to a found iron pin;

Thence, continuing along the South line of said lands of McBroom Family Partnership, generally along a fence, South 80°54'28" East, a distance of 2477.51 feet to a found iron rod and cap in the west line of lot 13 of leatherwood Estates, Section 1, of record in Plat book 56, page 315, R.O.M.C., TN.;

Thence, along the west line of said lot 13 of Leatherwood Estates, South 03°36'18" West, a distance of 158.91 feet to a found metal stake in a rock wall, and the Southwest corner of Lot 13 Leatherwood Estates. Said point also being on the North line of lands owned by Edwin W. Halliday, Family Trust of record in deed book R2383, page 186, R.O.M.C., TN.;

Thence, along the North Line of said lands of Halliday Family Trust, North 83°01'05" West, a distance of 117.28 feet, to tree with a fence intersection, at the northwest corner of said lands of Halliday Family Trust;

Thence, along the centerline of foster lane, North 09°19'07 East, a distance of 116.73 feet to the point of Beginning. Being 85.711 acres of land, more or less, according to a Boundary Survey by Homeland Surveying & Mapping, LLC, dated July 20, 2021.



Ordinance 4554 - Exhibit B
 Tax Map 112 Parcel 17
 Foster Lane

Development Services
 700 N. Garden Street
 Columbia, TN 38401
www.columbiatn.gov

Drawn by: PMP, 1/20/21 11:02 - Foster Lane Subdivision, Columbia, SC (Savannah) Foster Lane, CD, 2021 (PMP) 1/20/21



SITE DATA TABLE

PARCEL ID: 112 017.00
OWNER: JOHN MAHER BUILDERS, INC.
ADDRESS: P.O. BOX 681727 FRANKLIN, TN 37068
SITE ACREAGE: 86.7-AC

EXISTING ZONING: N/A - COUNTY JURISDICTION
EXISTING USE: FARM
PROPOSED ZONING: CD-3
PROPOSED USE: RESIDENTIAL DEVELOPMENT

ZONE CD-3 DESIGN STANDARDS:
MAX DENSITY: 4 UNITS / GROSS ACREAGE (MAX)
MAX BLOCK PERIMETER: 2800-FT
MIN LOT WIDTH: 65-FT
SETBACKS:
FRONT = 25-FT (MIN)
SECONDARY FRONTAGE = 20-FT (MIN)
SIDE = 8-FT (MIN)
REAR = 25-FT (MIN)
OFF STREET PARKING: MIN. LENGTH OF 100-FT FROM INTERNAL DRIVE
CIVIC SPACE REQUIREMENT: MINIMUM 0.5-AC, MAXIMUM 8-AC

DESIGN ELEMENTS:
DENSITY: 174 UNITS / 86.7-AC = 2.0 UNITS / AC
CIVIC SPACE PROVIDED: 27.7-AC (31.9% OF GROSS ACREAGE)

Parcel Table		
Lot #	Area	
1	11,825	
2	11,212	
3	11,543	
4	10,356	
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7	10,356	
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EXHIBIT

FOSTER LANE SUBDIVISON

FOSTER LANE COLUMBIA, TN

REVISIONS	
No.	DATE

04/21/2025 21072

C0.0

PRELIMINARY
LAYOUT EXHIBIT

Foster Lane Annexation & Rezoning/ Comprehensive Plan Amendment

Project #:	25-0198	Location:	Tax Map 88 Parcel 071.01
Applicant:	Adam Crunk, PE	Case Type(s):	Annx/Rzn & Comp Plan Amendment
Staff Planner:	Austin Brass, AICP Jeremy Humphrey	Proposed Use:	Single-Family Residential CD- 3

PROJECT SUMMARY

The applicant requests annexation with a plan of services for an 86-acre parcel located off Foster Lane at Tax Map 88, Parcel 071. In addition, the applicant is requesting a Comprehensive Plan Amendment from Rural Transitions to Suburban Neighborhood with a requested CD-3 Zoning of the subject parcel and also includes a Comprehensive Plan amendment from Rural Transitions to Suburban Neighborhood for Parcel 112 18.02 (53.5-acre tract) located just north of the subject site.

- Staff has noted that this site requested for annexation is not adjacent to an improved roadway (*Foster Ln*) that can adequately serve the annexation request and highlighted that this request is premature for annexation until adjacent infrastructure improvements are made.
- A water availability letter has been issued on 6-17-25 from CPWS noting its validity of 120 days from issuance. It was noted that only 500 gpm can be served with fire adding that an additional 600 gpm can be provided in meeting required fire flow with the recent addition of a tanker truck.
- The proposed development is inconsistent with the future land use element of the comprehensive plan, *Connect Columbia* being Rural Transitions, and thus requesting a Future Land Use Classification of Suburban Neighborhood.
- The concept plan submitted demonstrates that it is possible to develop the site in conformity with the standards of the requested character districts.
- The Planning Commission is a **recommending body** for the annexation in which Section 8.5.20.F of the Zoning Ordinance lists the criteria for Planning Commission action.

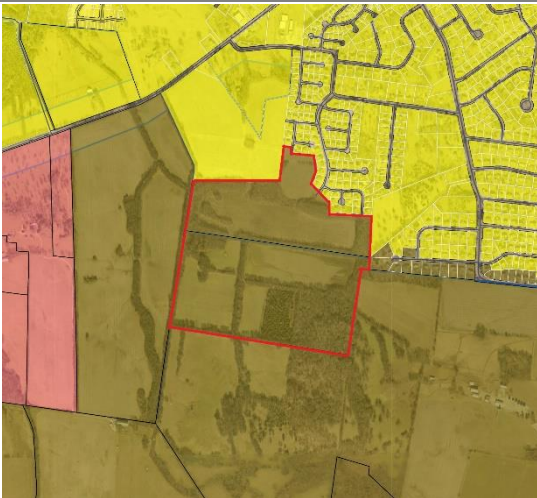


SITE INFORMATION

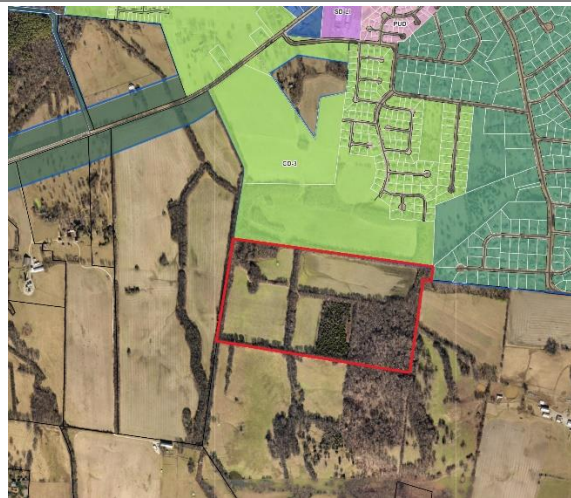
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
County	Vacant	Vacant	+/- 86 acres



FUTURE LAND USE MAP (Rural Transitions)



ZONING MAP (County Zoning)



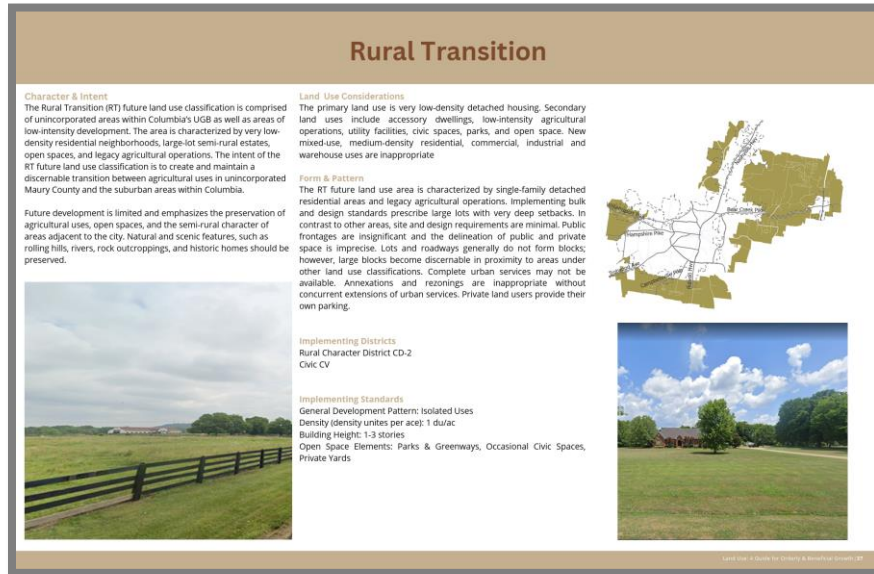
SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Rural Transition (RT)	County	Vacant
North	Rural Transition (RT)	CD-3	Vacant/Developing
South	RT Rural Transition (RT)	County	Vacant
East	Rural Transition (RT)	County	Agricultural Use
West	Rural Transition (RT)	County	Vacant

CONSISTENCY WITH CONNECT COLUMBIA

The applicant's request for annexation and a Comprehensive Plan amendment to allow CD-3 zoning for the subject property has been reviewed for consistency with the **Connect Columbia Comprehensive Plan**, specifically the **Rural Transition (RT)** Future Land Use Classification. The proposed request is found to be **inconsistent** with the explicit intent, policies, and provisions of the Connect Columbia Comprehensive Plan for the following reasons:

- Conflict with Rural Transition (RT) Intent:** The Comprehensive Plan clearly defines the RT classification as an area intended to "create and maintain a discernable transition between agricultural uses... and the suburban areas within Columbia," emphasizing the "preservation of agricultural uses, open spaces, and the semi-rural character of areas adjacent to the city." The primary land use is defined as "very low-density detached housing." Allowing a CD-3 zoning designation, which typically facilitates higher densities and a more urban character, directly undermines this foundational intent of maintaining

a rural-to-suburban transition.



- **Inappropriate Land Uses:** The RT classification explicitly states that "New mixed-use, medium-density residential, commercial, industrial and warehouse uses are inappropriate." While the specific uses of CD-3 are not detailed in this report, CD-3 would likely permit uses or densities that fall into these categories deemed inappropriate for the RT area.
- **Premature Annexation and Lack of Urban Services:** A core policy within the RT classification, found under the "Form & Pattern" section, states: "**Annexations and rezonings are inappropriate without concurrent extensions of urban services.**" The subject property currently lacks essential urban services, such as public sewer infrastructure. The applicant's request for annexation and rezoning without the concurrent extension of these critical services represents a direct contravention of this explicit Comprehensive Plan policy.
- **Mismatch with Designated Implementing Districts:** The Comprehensive Plan identifies the "Rural Character District CD-2" and "Civic CV" as the implementing zoning districts for the RT future land use classification. The applicant's request for "CD-3" zoning is not an enumerated implementing district for RT, indicating a significant departure from the planned zoning framework for this area.
- **Deviation from Planned Form & Pattern:** The RT classification describes a character of "single-family detached residential areas and legacy agricultural operations" with "large

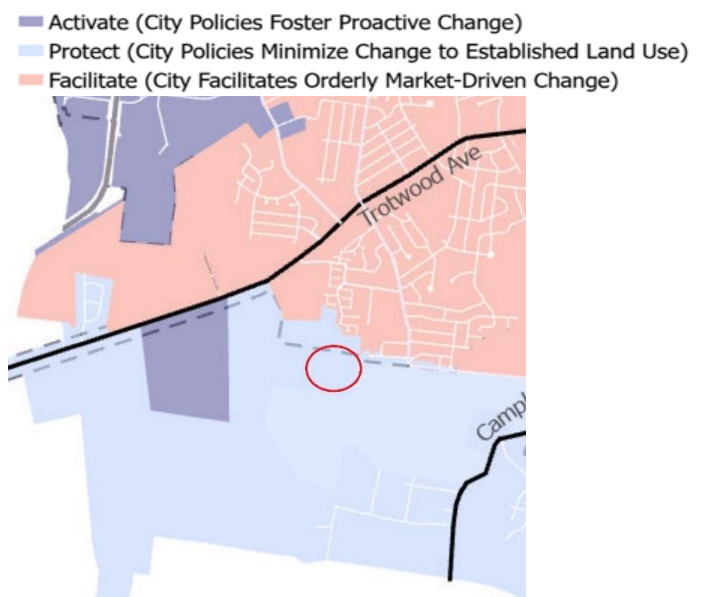
lots with very deep setbacks," "minimal site and design requirements," and "insignificant public frontages." A CD-3 district would likely introduce form and pattern standards inconsistent with this semi-rural, very low-density character.

- **Orderly and Contiguous Development:** The request is also considered premature in the context of orderly and contiguous growth, especially given that an area immediately to the south has been recently annexed but remains undeveloped and without urban services. Permitting annexation and higher-intensity zoning in an area lacking services creates an undesirable "leapfrog" development pattern, which is contrary to the principles of efficient infrastructure extension.

For these reasons, the request for a Comprehensive Plan Amendment to allow CD-3 zoning and the associated annexation is deemed **inconsistent** with the vision and specific policies of the Connect Columbia Comprehensive Plan for the Rural Transition area.

AREA OF CHANGE (Protect)

Connect Columbia established the areas of change policy designation for the subject site as **Protect**. These are areas that are not expected (or do not desire) to experience significant changes in character. Occasional new or infill development within these areas may enhance quality of place and improve connectivity and transportation options, However, the land use pattern is established, and major or intense development should provide clear public benefits. The review process should emphasize compatibility and adequacy of municipal services. (Connect Columbia p. 32).



CONFORMITY WITH ZONING ORDINANCE

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant has provided a concept plan. The purpose of the concept plan is to demonstrate that it may be possible to develop the site in conformity with the standards of the requested character districts. The applicant's request involves a proposed annexation and a concurrent request for CD-3 zoning for the subject property. This section assesses the conformity of the proposed zoning with the intent and regulations of the Columbia Zoning Ordinance as they relate to the Comprehensive Plan.

The proposed CD-3 zoning is found to be **not in conformity** with the existing Columbia Zoning Ordinance, as it applies to the context of the subject property and its Comprehensive Plan designation.

- **Inconsistent with Comprehensive Plan Implementing Districts:** As noted in the "Consistency with Connect Columbia" section, the Comprehensive Plan designates the Rural Character District (CD-2) and Civic (CV) as the appropriate implementing zoning districts for areas classified as Rural Transition (RT). The applicant's request for CD-3 zoning is a district that is not designated to implement the RT Future Land Use Classification. To grant CD-3 zoning, an amendment to the Comprehensive Plan would be necessary to change the underlying Future Land Use designation for this property, as the Zoning Ordinance relies on the Comprehensive Plan for guiding zoning decisions.
- **Zoning Pre-requisites for Annexation:** The Zoning Ordinance, in conjunction with the Comprehensive Plan, establishes that areas being annexed must have the necessary urban services available or must have them concurrently extended. The lack of adjacent and available urban services, particularly sewer, means that the proposed CD-3 zoning, which typically implies a greater demand for such services, cannot be adequately supported at this location under current conditions. The Zoning Ordinance's application is intrinsically linked to the ability to serve the proposed uses and densities.
- **Incompatibility with Existing Rural Character District Intent:** The intent of the existing Rural Character District (CD-2), which is the designated implementing zone for RT, is to maintain low densities and preserve rural characteristics. Allowing CD-3 zoning would introduce a level of development intensity and form that is fundamentally incompatible with the purpose and standards of the adjacent and surrounding CD-2 zoned properties, as well as the overarching intent of the RT area.

Therefore, without a fundamental change to the underlying Comprehensive Plan Future Land Use classification for this property to one that supports CD-3 zoning and absent the provision of necessary urban services, the proposed CD-3 zoning is **not in conformity** with the guiding principles and structure of the Columbia Zoning Ordinance in this context.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its meeting in February 2025. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Engineering:** No comments
- **Planning** noted that the implementing Character district for Hillside and Natural Space protection is Civic. The applicant responded by establishing a Civic district over the required protection area in accordance with *Connect Columbia*. Furthermore, planning noted that access with the adjoining CPWS property to the east of the subject property will require joint agreements if a Development Plan for the subject site is created.
- **Fire Marshal:** Advisory note was made that structure over 150 ft off main roads will not meet the code. This was based off of the concept plan only and would be required to be addressed at time of Site Development Plan.
- **Columbia Water** issued conditional water availability letter on January 2, 2025, and remains valid for 120 days. It was highlighted in the letter that current planning anticipates completion of water system improvements near the end of 2028.
- **Wastewater** noted that it has the available capacity to service the development; however, existing infrastructure improvements may be required to convey additional sanitary sewer flow from the development with a requirement of a contract with a third-party engineering consultant.

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its July 2025 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 Rezoning¹ 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 schools, roads, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.*

Section 8.5.20 of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed Comprehensive Plan, Future Land Use Map, or other City land use plan Amendment(s)/Adoption(s). Collectively referred to as “Land Use Plans” within the Section.

Section 8.5.20.E of the Zoning Ordinance establishes the actions by the Planning Commission when considering changes to Amendments/Adoptions.

Section 8.5.20.F outlines the criteria for Planning Commission Recommendations:

- 1. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of all other applicable adopted Land Use Plans;*

¹ **Rezoning:** A change in the district boundaries or district classifications of the Zoning map pursuant to Section 8.5.19. **For the purposes of the Ordinance, rezoning also includes the initial zoning of a property that occurs with annexation.**

2. *Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;*
3. *Whether the proposed change would create substantial adverse impacts in the Adjacent area or the City in general;*
4. *Whether conditions affecting the area have changed to a sufficient extent to warrant the proposed change; and*
5. *Whether the subject parcel is of adequate shape and size to accommodate the proposed change*

SAMPE MOTIONS

Approve:

Move to find, 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.4** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the request to annex with plan of services as presented, 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 zoning 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.4** 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 make a decision, 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

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4555 -AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE CHRIST OUR SAVIOR PLANNED UNIT DEVELOPMENT AT TAX MAP 51 PARCEL 7.01, BEING 2494 NASHVILLE HIGHWAY - WARD 5.

RECOMMENDATION: Defer Ordinance 4555 on first consideration per applicant's request.

INFORMATION: The applicant is requesting to amend the PUD master plan by adding a wireless communication monopine to the property along Grove Park Way. The Planning Commission reviewed this request at their July 9, 2025 meeting and recommended denial by a vote of six to zero.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4555 Staff Report; Ordinance 4555; Exhibit A; DS Staff Report.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY
AMENDING THE CHRIST OUR SAVIOR PLANNED UNIT DEVELOPMENT
AT TAX MAP 51 PARCEL 7.01, BEING 2494 NASHVILLE HIGHWAY.**

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 amending the PUD Master Plan Christ our Savior Planned Unit Development at Tax Map 51 Parcel 7.01, located at 2494 Nashville Highway.

Section 2: Said revised Planned Unit Development Master Plan is located in the Third Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia. The revised Christ Our Savior PUD Master Plan, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of denial, on the 9th day of July, 2025, and after a public hearing held on the 14th day of August, 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

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

- a. The proposed PUD Master Plan is in agreement 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;
- 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 ordinances or parts of ordinances in conflict herewith are hereby repealed.

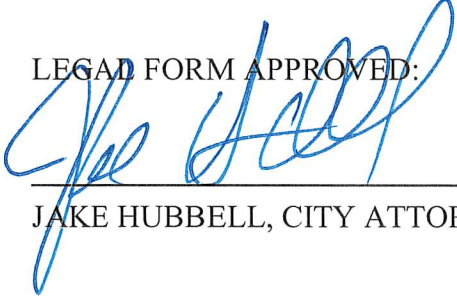
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of September, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

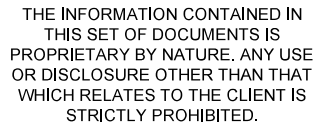
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

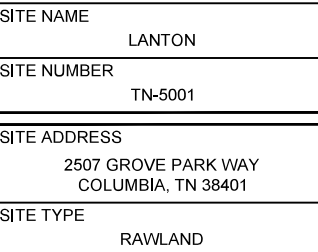
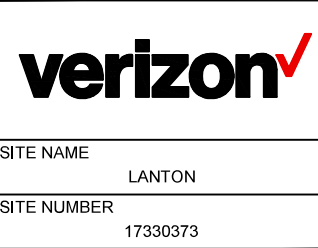
Passed on 2nd consideration: _____



verizon
CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS
(HEREINAFTER REFERRED TO AS "LESSEE")



REVISIONS			
2	06/18/25	BNS	FINAL ISSUE
1	04/15/25	BNS	FINAL ISSUE
0	03/07/25	BNS	FINAL ISSUE
B	03/06/25	BNS	PRELIMINARY ISSUE
A	03/05/25	BNS	PRELIMINARY ISSUE
#	DATE	BY	DESCRIPTION



CALL TENNESSEE ONE CALL
(800) 351-1111
CALL 3 WORKING DAYS
BEFORE YOU DIG!

VICINITY MAP

SHEET INDEX

NOT TO SCALE

APPLICABLE CODES

STRUCTURAL REVIEW

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CONTRACTOR SHALL ATTAIN AND VERIFY STRUCTURAL EVALUATION REPORT OF EXISTING TOWER FOR EXACT PLACEMENT OF ANTENNAS AND COAX CABLES. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE STRUCTURAL EVALUATION REPORT AND NOTIFY VERIZON'S CONSTRUCTION MANAGER IN THE CASE OF ANY DISCREPANCIES. ANY STRUCTURAL MODIFICATION, IF REQUIRED, SHALL BE DONE PRIOR TO THE INSTALLATION OF ANTENNAS.



CALL TENNESSEE ONE CALL
(800) 351-1111
CALL 3 WORKING DAYS
BEFORE YOU DIG!

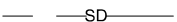
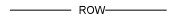
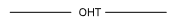
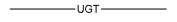
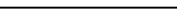
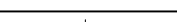
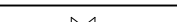
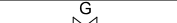
GENERAL NOTES

1. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL APPLICABLE PERMITTING AUTHORITIES.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND THE CODES, REGULATIONS, AND STANDARDS OF ALL APPLICABLE GOVERNING AUTHORITIES.
3. THE GENERAL CONTRACTOR SHALL VERIFY THAT ALL EXISTING TOPOGRAPHY AND HORIZONTAL GEOMETRY IS AS INDICATED ON THESE DRAWINGS. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE OR REPAIR TO THESE FACILITIES CAUSED BY THE CONTRACTOR'S WORK FORCE. IMMEDIATELY NOTIFY THE OWNER REPRESENTATIVE OF ANY DISCREPANCIES OR INTERFERENCE WHICH AFFECT THE WORK OF THIS CONTRACT.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
5. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE OWNER REPRESENTATIVE AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.
6. ANY PROPERTY DAMAGE CAUSED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE CORRECTED AND/OR RESTORED TO THE SATISFACTION OF THE PROPERTY LESSOR(S) AND THE OWNER'S CONSTRUCTION MANAGER AT NO ADDITIONAL COST TO THE OWNER.
7. CONTRACTOR SHALL MAINTAIN 20' HORIZONTAL CLEARANCE FROM CENTERLINE OF EXISTING POWER LINES OR AS REQUESTED BY THE POWER COMPANY.
8. NOTIFY THE OWNER REPRESENTATIVE TWENTY-FOUR HOURS PRIOR TO CONSTRUCTION TO ALLOW THE OWNER REPRESENTATIVE TO REVIEW THE SITE PRIOR TO EXCAVATION.
9. THE CONTRACTOR SHALL INCLUDE ALL WORK REQUIRED TO CO-LOCATE ON THE EXISTING TOWER INCLUDING ALL NECESSARY SITE IMPROVEMENTS, FOUNDATIONS, ELECTRICAL IMPROVEMENTS, SNAP-INS, H-FRAME, AND OTHER ACCESSORIES FOR COMPLETE INSTALLATION.
10. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE FOLLOWING EQUIPMENT SUPPLIED BY THE OWNER: ANTENNAS, COAX CABLES, ICE BRIDGE, WAVEGUIDE LADDER, METER, AND EQUIPMENT CABINETS/SHELTER. THE EQUIPMENT CABINETS/SHELTER SHALL BE TRANSPORTED TO THE SITE BY THE CONTRACTOR.
11. CONTRACTOR TO NOTIFY THE OWNER REPRESENTATIVE FORTY-EIGHT HOURS PRIOR TO CONCRETE POURS.
12. CONTRACTOR TO PROVIDE RED LINE CONSTRUCTION DRAWINGS TO OWNER AND LESSEE AT COMPLETION OF JOB.

ABBREVIATIONS

AGL	ABOVE GROUND LEVEL	AMSL	ABOVE MEAN SEA LEVEL
CL	CENTERLINE	CONC	CONCRETE
DIA	DIAMETER	DIM	DIMENSION
(E)	EXISTING	EA	EACH
ELEV	ELEVATION	EQ	EQUAL
FTG	FOOTING	FDN	FOUNDATION
LLH	LONG LEG HORIZONTAL	HSS	HOLLOW STRUCTURE SHAPE
MAX	MAXIMUM	LLV	LONG LEG VERTICAL
NTS	NOT TO SCALE	MIN	MINIMUM
PL	PLATE	OC	ON CENTER
TOS	TOP OF STEEL	RGS	RIGID GALVANIZED STEEL
UNO	UNLESS NOTED OTHERWISE	TYP.	TYPICAL
W/	WITH	TBR	TO BE REMOVED

LEGEND

SYMBOLS OF EXISTING FEATURES	DESCRIPTION	SYMBOLS OF PROPOSED FEATURES
X 100.5	SPOT ELEVATION	 712.9
 95	CONTOUR LINE	 98
 SD	STORM DRAIN	 SD
	CATCH BASIN	
 ROW	RIGHT OF WAY	
	IRON PIN	
	BENCHMARK	
	CONCRETE MONUMENT	
 CL	CENTERLINE	
 OHT	OVERHEAD TELEPHONE	 OHT
 UGT	UNDERGROUND TELEPHONE	 UGT
 OHP	OVERHEAD POWER	 OHP
 UGP	UNDERGROUND POWER	 UGP
 UGF	UNDERGROUND FIBER	 UGF
 X X X	FENCE LINE	 X X X
 SF SF	SILT FENCE	 SF SF
 LOD	LIMITS OF DISURBANCE	 LOD
	UTILITY POLE	
	LIGHT POLE	
 W	WATER LINE	
	WATER VALVE	
 UGG	NATURAL GAS LINE	
	GAS VALVE	
 ST	SANITARY SEWER	
	MANHOLE	
NOTE: THIS IS A GENERAL LEGEND. ALL FEATURES MAY NOT BE LOCATED IN THIS SITE.		



THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY

BNS

CHECKED BY

BNS

REVISIONS

2	06/18/25	BNS	FINAL ISSUE
1	04/15/25	BNS	FINAL ISSUE
0	03/07/25	BNS	FINAL ISSUE
B	03/06/25	BNS	PRELIMINARY ISSUE
A	03/05/25	BNS	PRELIMINARY ISSUE
#	DATE	BY	DESCRIPTION



SITE NAME
LANTON

SITE NUMBER
17330373



SITE NAME
LANTON

SITE NUMBER
TN-5001

SITE ADDRESS
2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE
RAWLAND

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
Z-002

REVISION
2

GENERAL NOTES:

1.

This Survey is prepared exclusively to show site conditions and/or for use in support of instruments related to Leases and Easements as may be shown hereon. Any property boundary information shown hereon is a composite of information gathered from current or previous Surveys, Plat & Deed Description and/or Assessor's Tax Maps as may be referenced hereon. This Survey is not a Boundary Survey of any Tax Parcels or Deed Tracts, and does not create, combine, or divide any existing properties.
2.

Survey shown hereon was performed under the supervision of a state-registered Land Surveyor and conforms to all applicable State Board Requirements.
3.

Instruments Used: One or more of: Topcon Total Station, Topcon Hiperlite Plus GPS, Carlson Surveyor Data Collector, DJI UAV.
4.

Where shown, improvements (utilities, buildings, trees, fences, etc.) are based on field Survey and/or aerial mapping.
5.

Any Underground Utilities shown according to surface markings made by others, found at time of survey. Additional marked utilities outside the area covered by this survey map may be shown in provided CAD Files. Utility Markings may not be comprehensive: this survey does not relieve design and construction personnel of the responsibility to determine the locations of underground utilities prior to land disturbance activities.
6.

This Survey is presented in the format required by Clients. Clients are advised that Official Jurisdictions may require the Survey to be presented in another format with additional notes and certifications. In the event other formats, notes or certifications are requested by applicable jurisdictions, it is the responsibility of the Client to request same be prepared by Surveyor. Survey as published is not intended to be suitable for recording as a Subdivision Plat.
7.

This survey may have been reduced or enlarged in size due to subsequent reproduction. This should be taken into consideration when obtaining scaled data.
8.

Geographic Coordinates, if published, meet FAA Accuracy Code 1A, and are accurate to within ± 20 feet horizontally and to within ± 3 feet vertically.
9.

Any Flood Zone information presented hereon is according to current FEMA Flood Map information as may be referenced hereon. No Flood Elevation Survey of Certification performed.
10.

This survey is not valid without the original signature seal of a State-Licensed Land Surveyor, and is not complete without the total of sheets as specified in Survey Title Blocks.
11.

Unless indicated otherwise by reference to Record Instruments, any Lessee's Leases, Premises or Easements shown hereon are NOT YET OF RECORD and may be subject to change pending review and approval by Carrier, applicable jurisdictions and/or other involved parties.
12.

Any Survey Markers placed as required by Standards of Practice and/or Client request represent the Leases and/or Easements as requested or designed by Clients at the time of this survey issue and may not reflect changes to site design which have not been communicated to Surveyor in the form of a Survey revision request. Surveyor shall not be liable for any circumstance arising as a result of revisions to Site Design (which may invalidate existing survey markers) occurring after the date of this Survey issue.

SURVEYOR'S CERTIFICATION

To: Vogue Towers II, LLC:
I hereby certify (or state) that this is a Category II Survey; the ratio of precision of the unadjusted survey exceeds 1:7.500; and that this survey was done in compliance with the current Tennessee Minimum Standards of Practice.



Travis L. Shields
Tennessee RLS
License No. 2921

PROPOSED TOWER LOCATION DATA

Latitude: NORTH: 35.705586° 35° 42' 20.11"
Longitude: WEST: 86.974347° 86° 58' 27.65"
Ground Elev: 741.5 FEET AMSL (NAVD88)
Benchmark: DJ9562 TN37

PARENT TAX PARCEL

CHRIST OUR SAVIOR EVANGELICAL LUTHERAN CHURCH
TAX PARCEL: 051 007.01

NORTH ORIENTATION

TENNESSEE STATE PLANE COORDINATE SYSTEM
Based on GPS Survey relative to NGS CORS Network, NAD83 (2011)
ELEVATION DATUM: NAVD88, GEOID 12B
DATE OF SURVEY: 11-13-2024

Method: RTK (CORS); Confidence Level: 95%
Positional Accuracy: HZ ± 0.10'
EPOCH 2010.0000
Convergence: 0.57045000°; Combined Factor: 0.99991983

FLOOD DATA

FEMA FLOOD MAP PANEL: 47119C0180E, Effective Date:
04-16-2007. Surveyed Area appears to lie within: ZONE X (Areas of Minimal Flood Hazard)

TITLE EXAMINATION:

See Sheet #6

ADDITIONAL NOTES

The Lessee's Access & Utility Easement extends to the Public R/W.

The Lessee's Premises lies entirely within the Parent Tax Parcel.

Except as noted hereon, no visible potential encroachments were observed at the time of the survey.

SURVEY ISSUE DATA

#	DETAILS	DATE	DRAWN	APP
0	Original Survey Issue	12-16-2024	NB	TLS
1	Proposed Tower Center revised	06-18-2025	NB	TLS

LOCATION MAP
NOT TO SCALE



THE
LAND CONSULTANTS
LLC
5449 HIGHWAY 41
JASPER, TN 37347
423.304.6722

PREPARED FOR



VOGUE TOWERS II, LLC

LEGEND

R/W	RIGHT-OF-WAY	●	IRON ROD FOUND (AS NOTED)
C/L	CENTER LINE	⊙	IRON PIPE FOUND
AU	ACCESS & UTILITY	⋈	UTILITY POLE
ESMT	EASEMENT	↓	GUY ANCHOR
P.O.C.	POINT OF COMMENCEMENT	⋈	LIGHT POLE
P.O.B.	POINT OF BEGINNING	⊞	TRANSFORMER
Sq Ft	SQUARE FEET	⊞	TELECOM JUNCTION
		⊞	GAS LINE MARKER
		⋈	GAS VALVE
		⊞	CURB INLET
		⊞	PULL BOX
		⋈	WATER VALVE
		⋈	FIRE HYDRANT
		⊞	SEWER MANHOLE
		*	PROPOSED EQUIPMENT LOCATION
		⊞	SITE BENCHMARK

1 TREE (SEE TABLE, SHEET #5)

———//———//———	PAVEMENT EDGE
=====	CURB LINE
—————	SIDEWALK
—————OHU—————	OVERHEAD UTILITY LINES
———GUY———GUY———GUY———	GUY WIRE
———x———x———x———	FENCE
—————	5' CONTOURS
- - - - -	1' CONTOURS

—————RW—————	PUBLIC R/W
- - - - -	TAX PARCEL BOUNDARY
—————	EXISTING EASEMENT
—————	LESSEE'S PREMISES
- - - - -	LESSEE'S EASEMENTS

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY
LANTON
Site Number: TN-5001
Grove Park Way, Columbia, TN 38401
Maury County, Tennessee

COVER SHEET

DWG#: 24234
ISSUE #: 1
ISSUE DATE: 06-18-2025
SEE SHEET #1

SHEET
1
OF
6

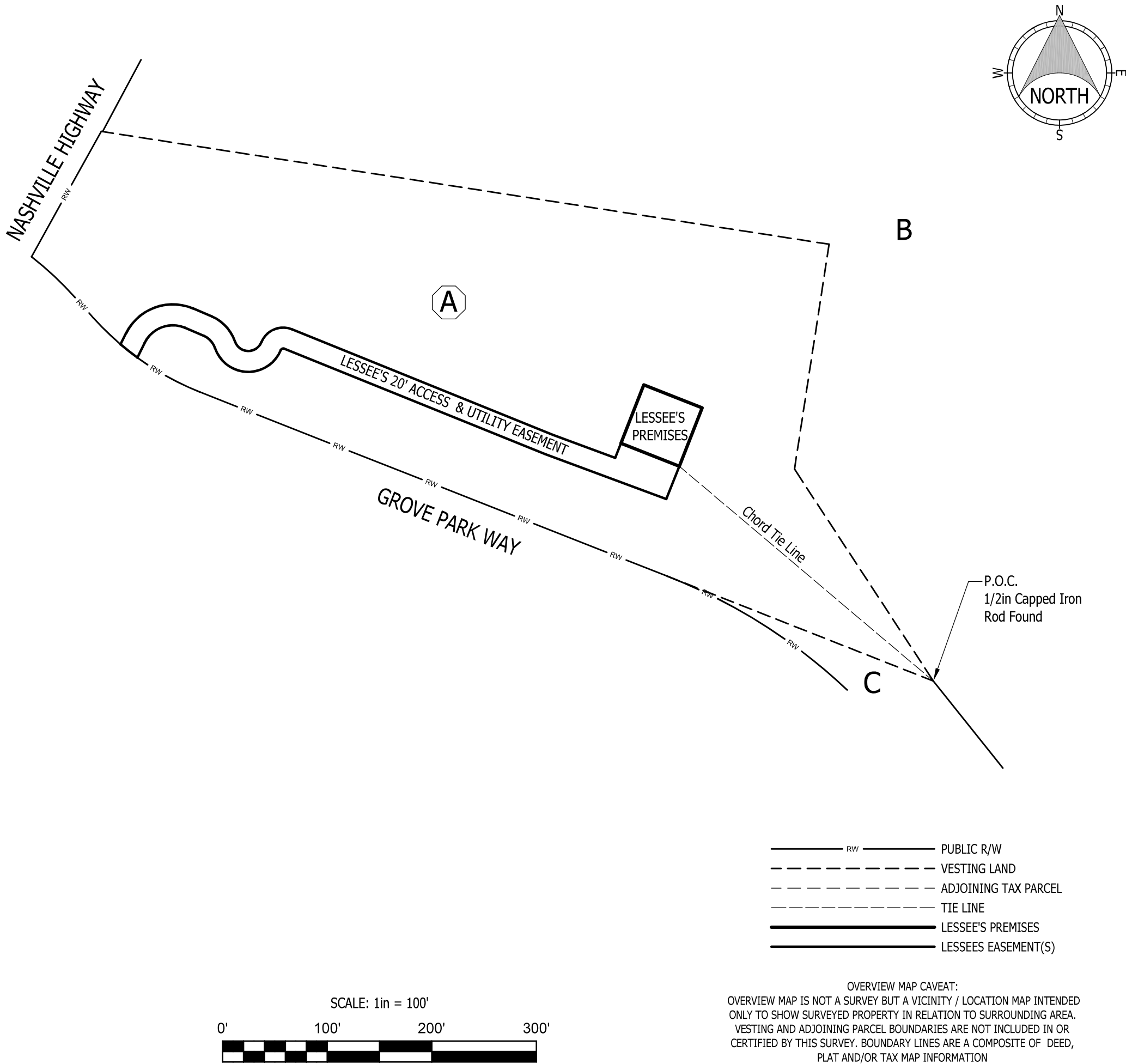
PROPERTY INFORMATION

PARENT TAX PARCEL

- A. CHRIST OUR SAVIOR EVANGELICAL LUTHERAN CHURCH
TAX PARCEL: 051 007.01
DEED BOOK 1195, PAGE 444

ADJOINING TAX PARCELS

- B. GH TENNESSEE, LLC.
TAX PARCEL: 051 006.00
DEED BOOK R2813, PAGE 689
- C. FORTUNA CAPITAL, LLC.
TAX PARCEL: 051B D 031.00
DEED BOOK R2293, PAGE 472
PLAT BOOK 21, PAGE 282





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423.304.6722

PREPARED FOR



VOGUE
TOWERS

VOGUE TOWERS II, LLC

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY
LANTON

Site Number: TN-5001
Grove Park Way, Columbia, TN 38401
Maury County, Tennessee

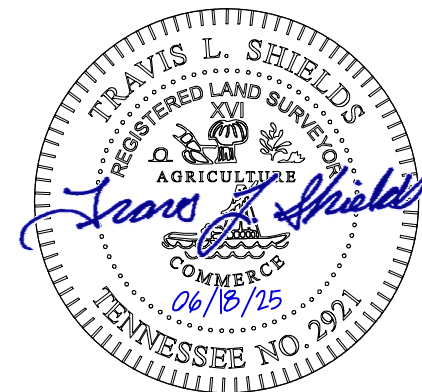
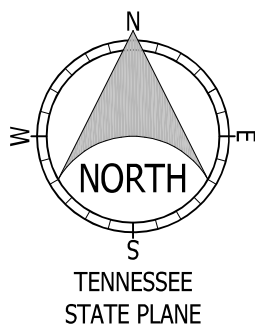
OVERVIEW MAP

DWG#: 24234
ISSUE #: 1
ISSUE DATE: 06-18-2025
SEE SHEET #1

SHEET
2
OF
6

OVERVIEW MAP CAVEAT:
OVERVIEW MAP IS NOT A SURVEY BUT A VICINITY / LOCATION MAP INTENDED ONLY TO SHOW SURVEYED PROPERTY IN RELATION TO SURROUNDING AREA. VESTING AND ADJOINING PARCEL BOUNDARIES ARE NOT INCLUDED IN OR CERTIFIED BY THIS SURVEY. BOUNDARY LINES ARE A COMPOSITE OF DEED, PLAT AND/OR TAX MAP INFORMATION

NASHVILLE HIGHWAY



LESSEE'S 20'
ACCESS & UTILITY
EASEMENT
12,623 Sq. Ft. - 0.29± Ac

See Call Tables, Sheet #5

SCALE: 1in = 30'



GROVE PARK WAY
50' Public R/W (Ref: PB 21-282)

EXISTING BUILDING

Paved Parking

CANOPY

Sidewalk

Paved Driveway

Paved Driveway

▲ SHEET #3 ▲
▼ SHEET #4 ▼



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423.304.6722

PREPARED FOR



VOGUE TOWERS II, LLC

SITE SURVEY LANTON

Site Number: TN-5001
Grove Park Way, Columbia, TN 38401

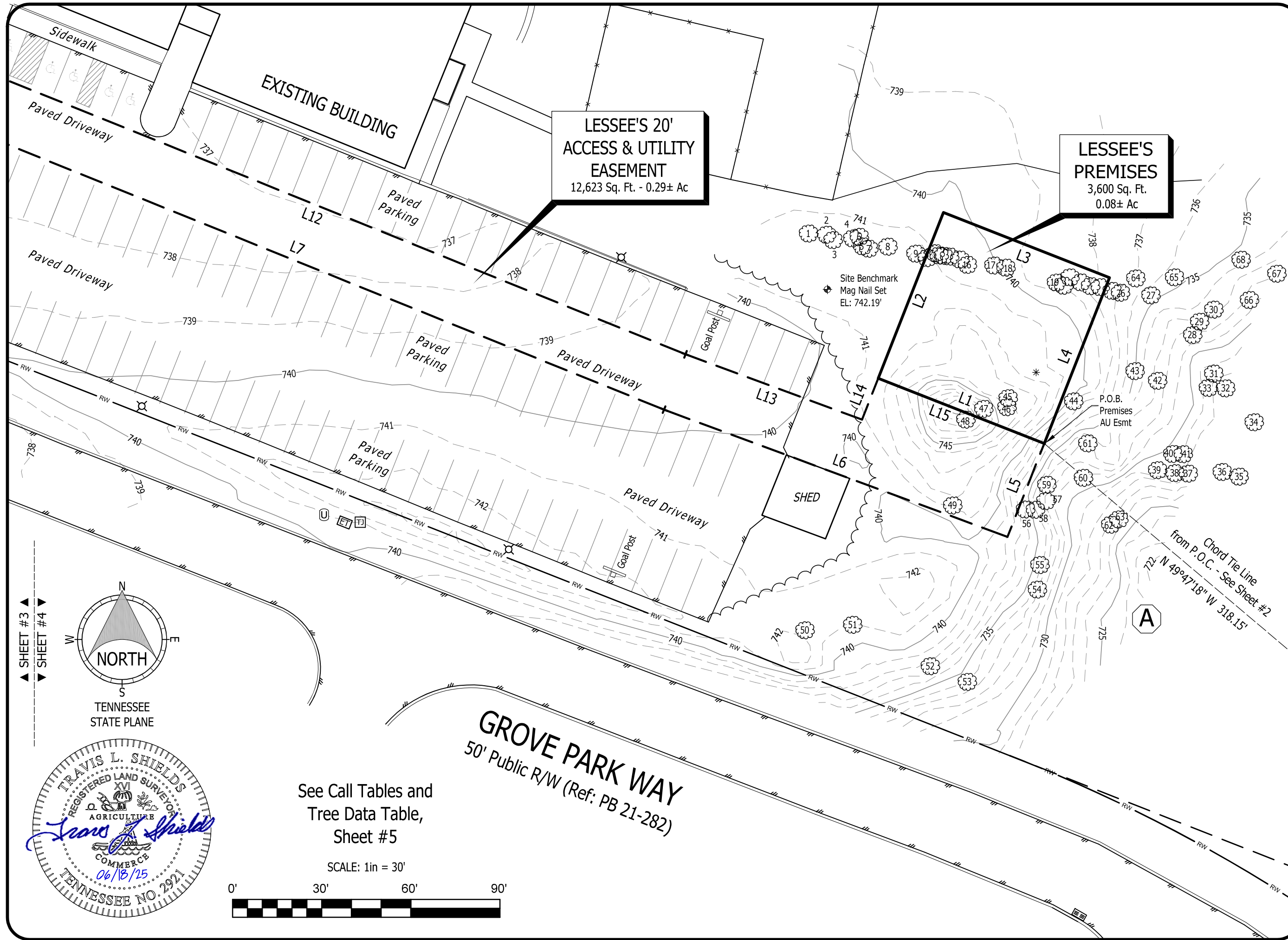
Maury County, Tennessee

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY

DWG#: 24234
ISSUE #: 1
ISSUE DATE: 06-18-2025
SEE SHEET #1

SHEET
3
OF
6



THE
LAND CONSULTANTS LLC
5449 HIGHWAY 41
JASPER, TN 37347
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PREPARED FOR

VOGUE TOWERS II, LLC

SITE SURVEY
LANTON
Site Number: TN-5001
Grove Park Way, Columbia, TN 38401
Maury County, Tennessee

SITE SURVEY

DWG#: 24234
ISSUE #: 1
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SEE SHEET #1

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6

LESSEE'S PREMISES

All that tract or parcel of land lying and being in Maury County, Tennessee and being a portion of the property of Christ Our Savior Evangelical Lutheran Church, of record in Deed Book 1195, Page 444, Register’s Office, Maury County, Tennessee and being more particularly described as follows,

COMMENCE at a one-half-inch Iron Rod Found at the Southeast Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 49°47'18" W, a distance of 318.15 feet to the POINT OF BEGINNING;

Thence N 68°32'42" W, a distance of 60.00 feet;
Thence N 21°27'18" E, a distance of 60.00 feet;
Thence S 68°32'42" E, a distance of 60.00 feet;
Thence S 21°27'18" W, a distance of 60.00 feet to the POINT OF BEGINNING.

Said tract Premises 0.08 Acres (3,600 Square Feet), more or less.

LESSEE'S 20' ACCESS & UTILITY EASEMENT

All that tract or parcel of land lying and being in Maury County, Tennessee and being a portion of the property of Christ Our Savior Evangelical Lutheran Church, of record in Deed Book 1195, Page 444, Register’s Office, Maury County, Tennessee and being more particularly described as follows,

COMMENCE at a one-half-inch Iron Rod Found at the Southeast Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 49°47'18" W, a distance of 318.15 feet to the POINT OF BEGINNING;

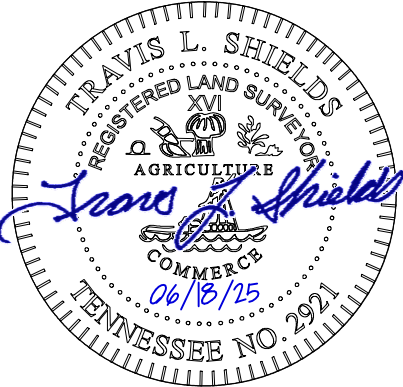
Thence S 21°27'18" W, a distance of 33.79 feet;
Thence N 69°39'42" W, a distance of 123.26 feet;
Thence N 67°59'50" W, a distance of 269.56 feet;
Thence with a curve to the left with an arc length of 3.73 feet, with a radius of 2.38 feet, with a chord bearing of S 67°03'24" W, with a chord length of 3.36 feet;
Thence with a curve to the right with an arc length of 81.44 feet, with a radius of 33.55 feet, with a chord bearing of N 88°20'53" W, with a chord length of 62.87 feet;
Thence with a curve to the left with an arc length of 16.78 feet, with a radius of 20.00 feet, with a chord bearing of N 42°50'38" W, with a chord length of 16.29 feet;
Thence N 66°52'54" W, a distance of 19.09 feet;
Thence with a curve to the left with an arc length of 45.46 feet, with a radius of 30.00 feet, with a chord bearing of S 69°42'15" W, with a chord length of 41.24 feet;
Thence S 26°17'23" W, a distance of 15.83 feet to a point on the Northern Right-of-Way Line of Grove Park Way;
Thence along said Right-of-Way Line and with a curve to the right with an arc length of 20.45 feet, with a radius of 270.00 feet, with a chord bearing of N 51°45'15" W, with a chord length of 20.44 feet;
Thence N 26°17'23" E, leaving said Right-of-Way Line and a distance of 11.59 feet;
Thence with a curve to the right with an arc length of 75.77 feet, with a radius of 50.00 feet, with a chord bearing of N 69°42'15" E, with a chord length of 68.73 feet;
Thence S 66°52'54" E, a distance of 19.09 feet;
Thence with a curve to the right with an arc length of 33.56 feet, with a radius of 40.00 feet, with a chord bearing of S 42°50'38" E, with a chord length of 32.59 feet;
Thence with a curve to the left with an arc length of 32.89 feet, with a radius of 13.55 feet, with a chord bearing of S 88°20'53" E, with a chord length of 25.39 feet;
Thence with a curve to the right with an arc length of 35.11 feet, with a radius of 22.38 feet, with a chord bearing of N 67°03'24" E, with a chord length of 31.62 feet;
Thence S 67°59'50" E, a distance of 269.27 feet;
Thence S 69°39'42" E, a distance of 63.35 feet;
Thence N 21°27'18" E, a distance of 14.95 feet;
Thence S 68°32'42" E, a distance of 60.00 feet to the POINT OF BEGINNING.

Said Easement contains 0.29 Acres (12,623 Square Feet), more or less.

CURVE DATA TABLE						
CURVE	RADIUS	ARC LEN	TANGENT	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	2.38'	3.73'	2.38'	89°53'33"	S 67°03'24" W	3.36'
C2	33.55'	81.44'	89.93'	139°05'00"	N 88°20'53" W	62.87'
C3	20.00'	16.78'	8.92'	48°04'31"	N 42°50'38" W	16.29'
C4	30.00'	45.46'	28.38'	86°49'42"	S 69°42'15" W	41.24'
C5	270.00'	20.45'	10.23'	4°20'21"	N 51°45'15" W	20.44'
C6	50.00'	75.77'	47.31'	86°49'42"	N 69°42'15" E	68.73'
C7	40.00'	33.56'	17.84'	48°04'31"	S 42°50'38" E	32.59'
C8	13.55'	32.89'	36.32'	139°05'00"	S 88°20'53" E	25.39'
C9	22.38'	35.11'	22.34'	89°53'33"	N 67°03'24" E	31.62'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N 68°32'42" W	60.00'
L2	N 21°27'18" E	60.00'
L3	S 68°32'42" E	60.00'
L4	S 21°27'18" W	60.00'
L5	S 21°27'18" W	33.79'
L6	N 69°39'42" W	123.26'
L7	N 67°59'50" W	269.56'
L8	N 66°52'54" W	19.09'
L9	S 26°17'23" W	15.83'
L10	N 26°17'23" E	11.59'
L11	S 66°52'54" E	19.09'
L12	S 67°59'50" E	269.27'
L13	S 69°39'42" E	63.35'
L14	N 21°27'18" E	14.95'
L15	S 68°32'42" E	60.00'

TREE DATA TABLE			
1	14in Hackberry	35	8in Hickory
2	8in Hackberry	36	8in Hickory
3	14in Hackberry	37	12in Locust (dead)
4	6in Hackberry	38	12in Ash
5	6in Hackberry	39	10in Ash
6	12in Hackberry	40	8in Hickory
7	18in Hackberry	41	16in Hickory
8	14in Hackberry twin	42	16in Cedar
9	10in Ash	43	16in Cedar
10	14in Hackberry	44	8in Ash
11	14in Hackberry	45	6in Cherry
12	14in Hackberry	46	6in Cherry
13	14in Hackberry	47	10in Cherry
14	14in Hackberry	48	6in pear twin
15	12in Hackberry	49	14in Mimosa
16	24in Hackberry	50	14in Mimosa
17	8in Hackberry (twin)	51	10in Mimosa
18	18in Hackberry	52	10in Pear
19	18in Hackberry	53	10in Cedar
20	14in Hackberry	54	10in Hackberry
21	12in Ash	55	8in Hackberry
22	12in Hackberry	56	12in Hickory
23	10in Hackberry	57	24in Hackberry
24	12in Hackberry	58	12in Hackberry
25	6in Hackberry	59	8in Hackberry
26	14in Hackberry	60	12in Hackberry
27	12in Hackberry (quad)	61	20in Cherry
28	20in Oak	62	14in Hickory
29	10in Cedar	63	6in Hackberry
30	24in Hackberry	64	14in Hackberry (twin)
31	6in Hackberry	65	8in Hackberry
32	6in Hickory	66	18in Hickory
33	12in Locust	67	8in Hickory
34	12in Hickory	68	24in Hackberry



THE
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VOGUE TOWERS II, LLC

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY
LANTON
Site Number: TN-5001
Grove Park Way, Columbia, TN 38401
Maury County, Tennessee

DESCRIPTIONS
& TABLES

DWG#: 24234
ISSUE #: 1
ISSUE DATE: 06-18-2025
SEE SHEET #1

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OF
6

TITLE EXAMINATION

Surveyor's treatment of Title Examination Items is limited to the scope described in ALTA/NSPS 2021 requirements, Section 6. C. ii., and is limited to determination of the extent of land, that Title Items may influence, if any. "Extent of Property" may be: Blanket in nature for a Parcel or Parcels (not subject to mapping, but assumed to also apply to Lessee's Areas (if any) insofar as these may lie on Parcel(s) influenced by instrument); specifically described by instrument (mapped and shown only if within the Surveyed Area). Determination of physical location may not be possible if: instrument is illegible; instrument lacks sufficient descriptive information; or instrument refers to other instruments which were not included in the title exam and not otherwise available to surveyor. Factors beyond physical location, such as the type of influence that "Restrictions, Covenants, Terms or Conditions" contained in instruments may impart upon Parcels or Lessee's Site or Easements are not evaluated by Land Surveyor. Review by Title Attorney may be warranted. Land Surveyors may not practice Law.)

Reference: Commitment for Title Insurance prepared by Chicago Title Insurance Company, Commitment No. 20241650CTN, Commitment Date: July 30, 2024, Schedule B, Part II, Exceptions.

Item 1 - 9: General Items (no record instruments listed) or Taxes, not addressed by Survey.

Item 10: Deed R1807-1092, Stormwater Detention Easement: Blanket in nature for property of Church.

LEGAL DESCRIPTION OF PARENT PARCEL

North and East by Edward P. Foster as of record in Deed Book 643, page 570 and South by William Hunt, Trustee as of record in Deed Book 851, page 76 and 851, page 84, from whose property this tract is taken and being more particularly described as follows:

Beginning at an iron rod in the East margin of U.S. Highway 31, the southwest corner of the herein described tract; thence with margin of said road along a curve to the left having a radius of 10817.75 feet for a distance of 200.00 feet (chord North 27degrees 51 minutes 36 seconds East 200.00 feet) to an iron rod; thence leaving said highway with Edward P. Foster as of record in Deed Book 643, Page 570 South 82 degrees 53 minutes 57 seconds East 703.08 feet to an iron rod; thence with same South 7 degrees 12 minutes 24 seconds West 218.23 feet to an iron rod; thence with same South 34 degrees 37 minutes 37 seconds East 243.00 feet to an iron rod; thence with William Hunt, Trustee as of record in Deed Book 851, page 76 and 851, page 84 from whose property this tract is taken North 70 degrees 05 minutes 41 seconds West 959.16 feet to the beginning containing 5.00 acres more or less by survey of W.A. Richardson, Jr., (RLS #689), 403 Oakwood Drive, Columbia, TN 38401, January 18, 1993.

Less and except Deed recorded in Book R2072, Page 1244, in the Register's Office for Maury County, Tennessee.

Being the same property conveyed to Christ Our Savior Evangelical Lutheran Church by Warranty Deed from William L. Hunt, Trustee for the Edgar J. Doyle Trust and the Lester Hill Doyle Trust of record in Book 1174, page 310, Register's Office for Maury County, Tennessee, dated March 01, 1993 and recorded on March 02, 1993, Correction Deed recorded in Book 1195, Page 444, said Register's Office.



THE
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LLC
5449 HIGHWAY 41
JASPER, TN 37347
423.304.6722

PREPARED FOR



VOGUE TOWERS II, LLC

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SITE SURVEY
LANTON
Site Number: TN-5001
Grove Park Way, Columbia, TN 38401
Maury County, Tennessee

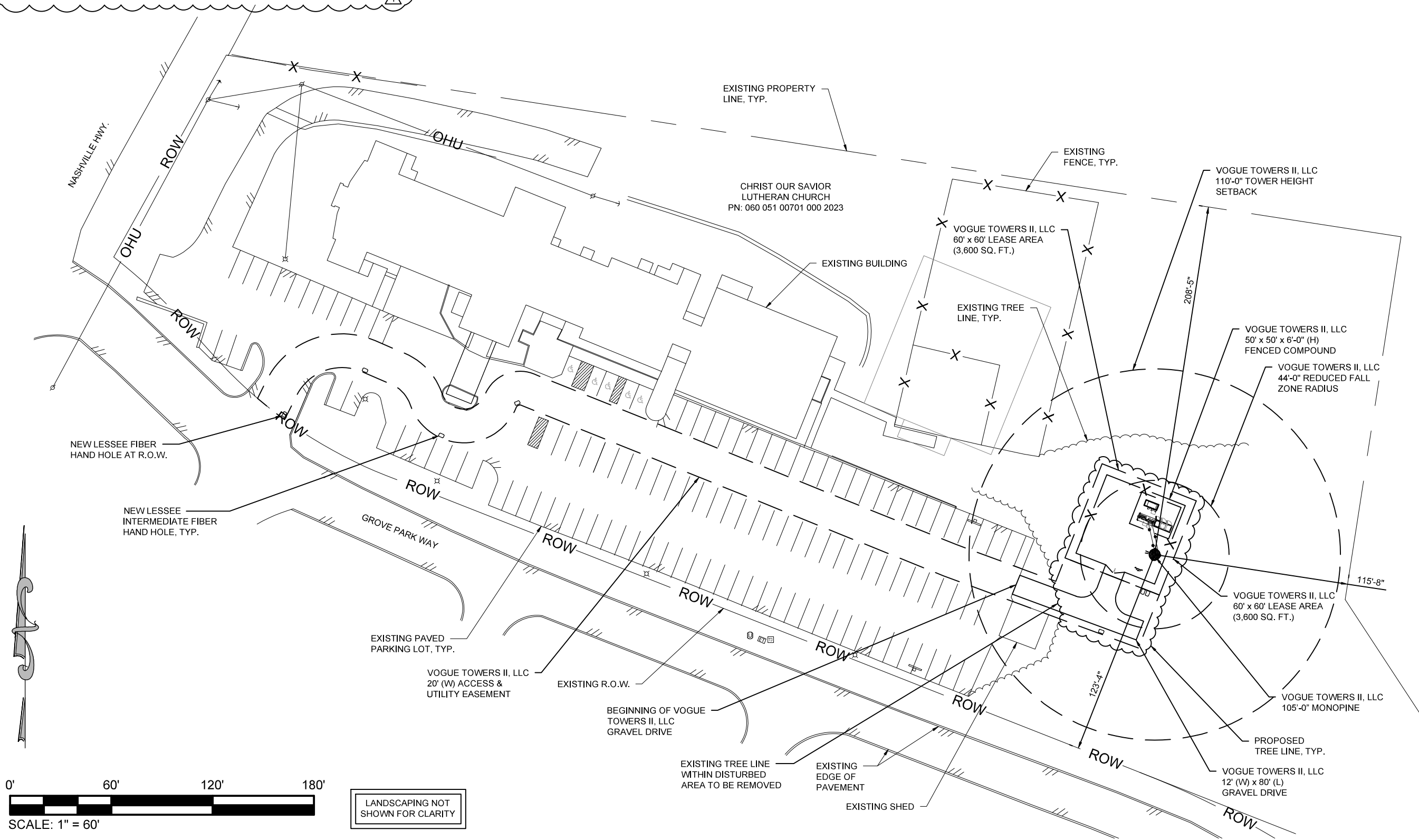
TITLE

DWG#: 24234
ISSUE #: 1
ISSUE DATE: 06-18-2025
SEE SHEET #1

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6
OF
6

NOTES:

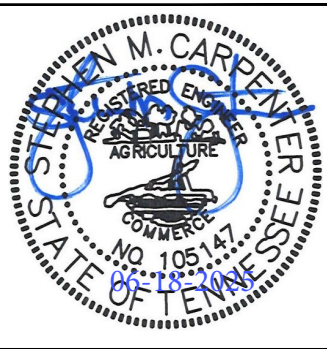
1. THIS DRAWING IS BASED ON A SITE SURVEY BY THE LAND CONSULTANTS, LLC, DATED 06/18/2025. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
3. FOR GENERAL SITE WORK NOTES, SEE SHEET Z-002.
4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.
5. VOGUE TOWERS II, LLC'S 20' WIDE ACCESS & UTILITY EASEMENT PATH SUBJECT TO FUTURE GROWTH PLANS OF PROPERTY OWNER AND WILL ADJUST AS NECESSARY TO ACCOMMODATE MODIFICATION TO THE ROW.



THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY	BNS
CHECKED BY	BNS

REVISIONS			
#	DATE	BY	DESCRIPTION
2	06/18/25	BNS	FINAL ISSUE
1	04/15/25	BNS	FINAL ISSUE
0	03/07/25	BNS	FINAL ISSUE
B	03/06/25	BNS	PRELIMINARY ISSUE
A	03/05/25	BNS	PRELIMINARY ISSUE



verizon

SITE NAME
LANTON

SITE NUMBER
17330373

VOGUE TOWERS

SITE NAME
LANTON

SITE NUMBER
TN-5001

SITE ADDRESS
2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE
RAWLAND

SHEET TITLE
OVERALL SITE LAYOUT PLAN

SHEET NUMBER
Z-101

REVISION
2

NOTES:

1. THIS DRAWING IS BASED ON A SITE SURVEY BY THE LAND CONSULTANTS, LLC, DATED 06/18/2025. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
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DRAWN BY	BNS
CHECKED BY	BNS

REVISIONS				
#	DATE	BY	DESCRIPTION	
2	06/18/25	BNS	FINAL ISSUE	
1	04/15/25	BNS	FINAL ISSUE	
0	03/07/25	BNS	FINAL ISSUE	
B	03/06/25	BNS	PRELIMINARY ISSUE	
A	03/05/25	BNS	PRELIMINARY ISSUE	





SITE NAME
LANTON

SITE NUMBER
17330373



SITE NAME
LANTON

SITE NUMBER
TN-5001

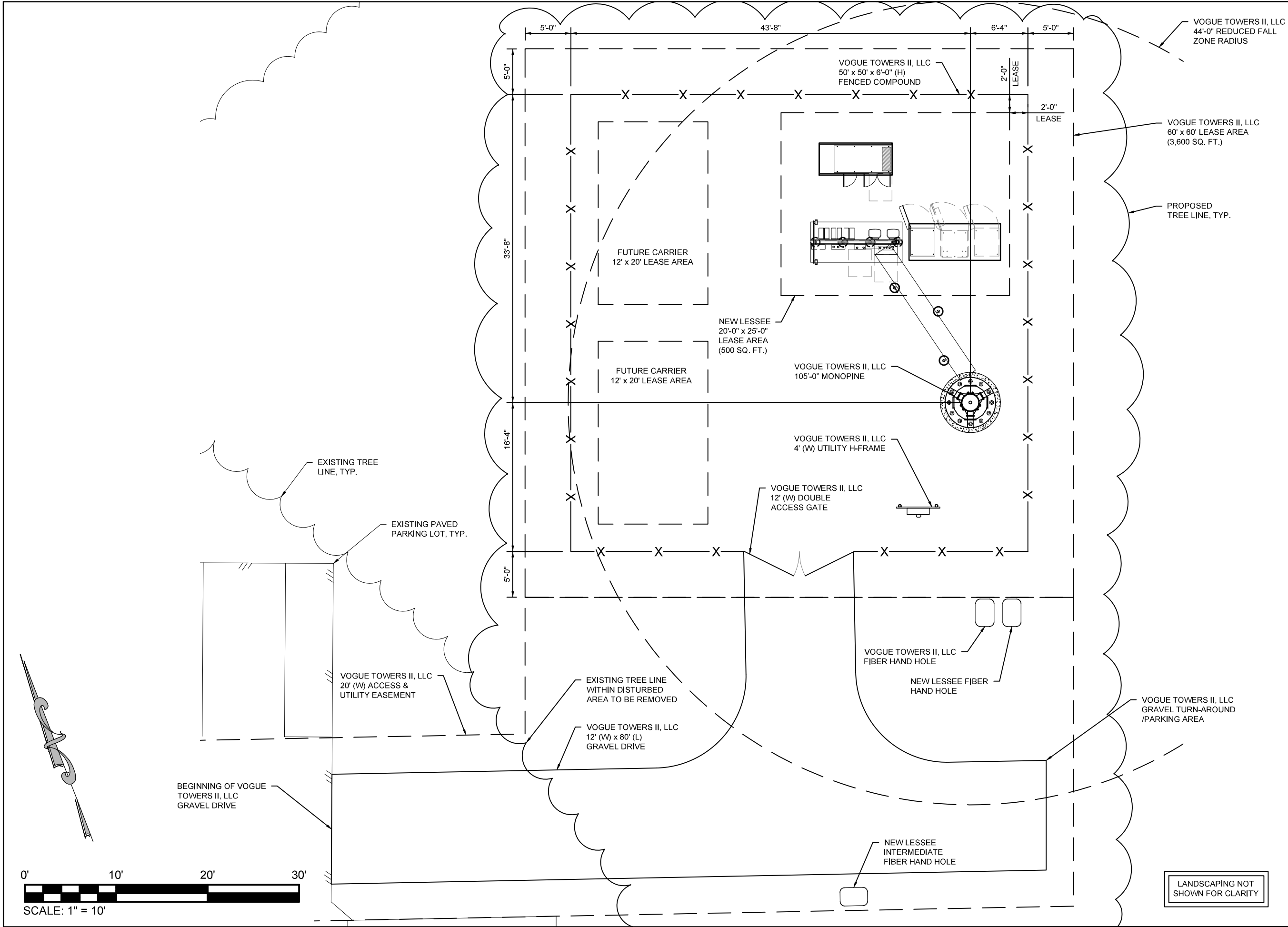
SITE ADDRESS
2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE
RAWLAND

SHEET TITLE
OVERALL AERIAL
SITE LAYOUT PLAN

SHEET NUMBER Z-102	REVISION 2
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Page 420 of 572

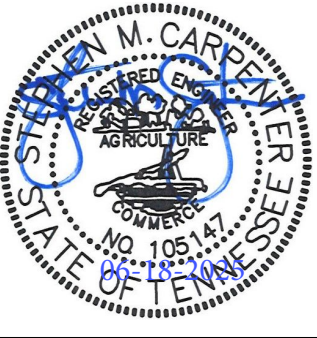




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CHECKED BY	BNS

REVISIONS			
#	DATE	BY	DESCRIPTION
2	06/18/25	BNS	FINAL ISSUE
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0	03/07/25	BNS	FINAL ISSUE
B	03/06/25	BNS	PRELIMINARY ISSUE
A	03/05/25	BNS	PRELIMINARY ISSUE





SITE NAME
LANTON

SITE NUMBER
17330373



SITE NAME
LANTON

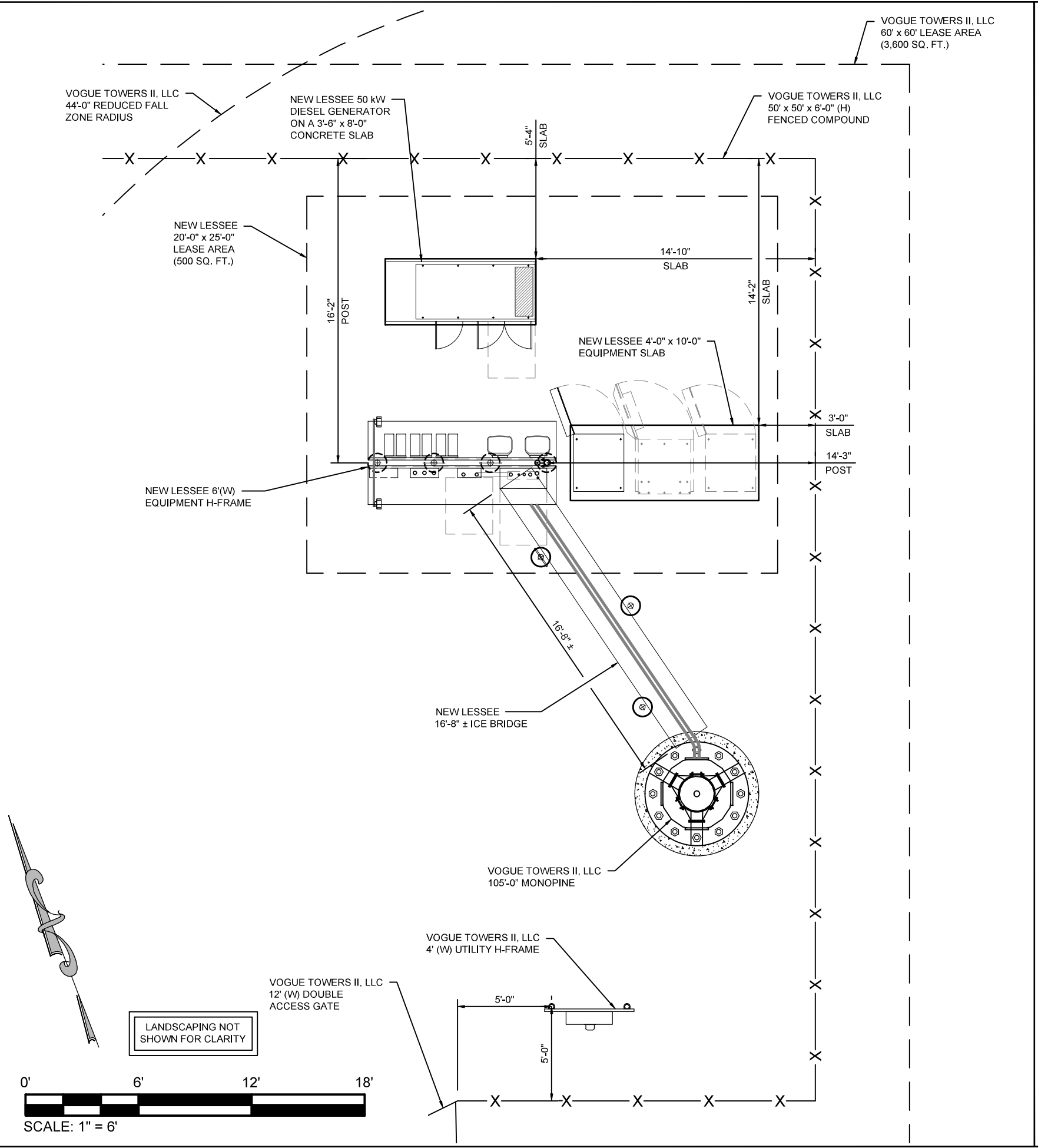
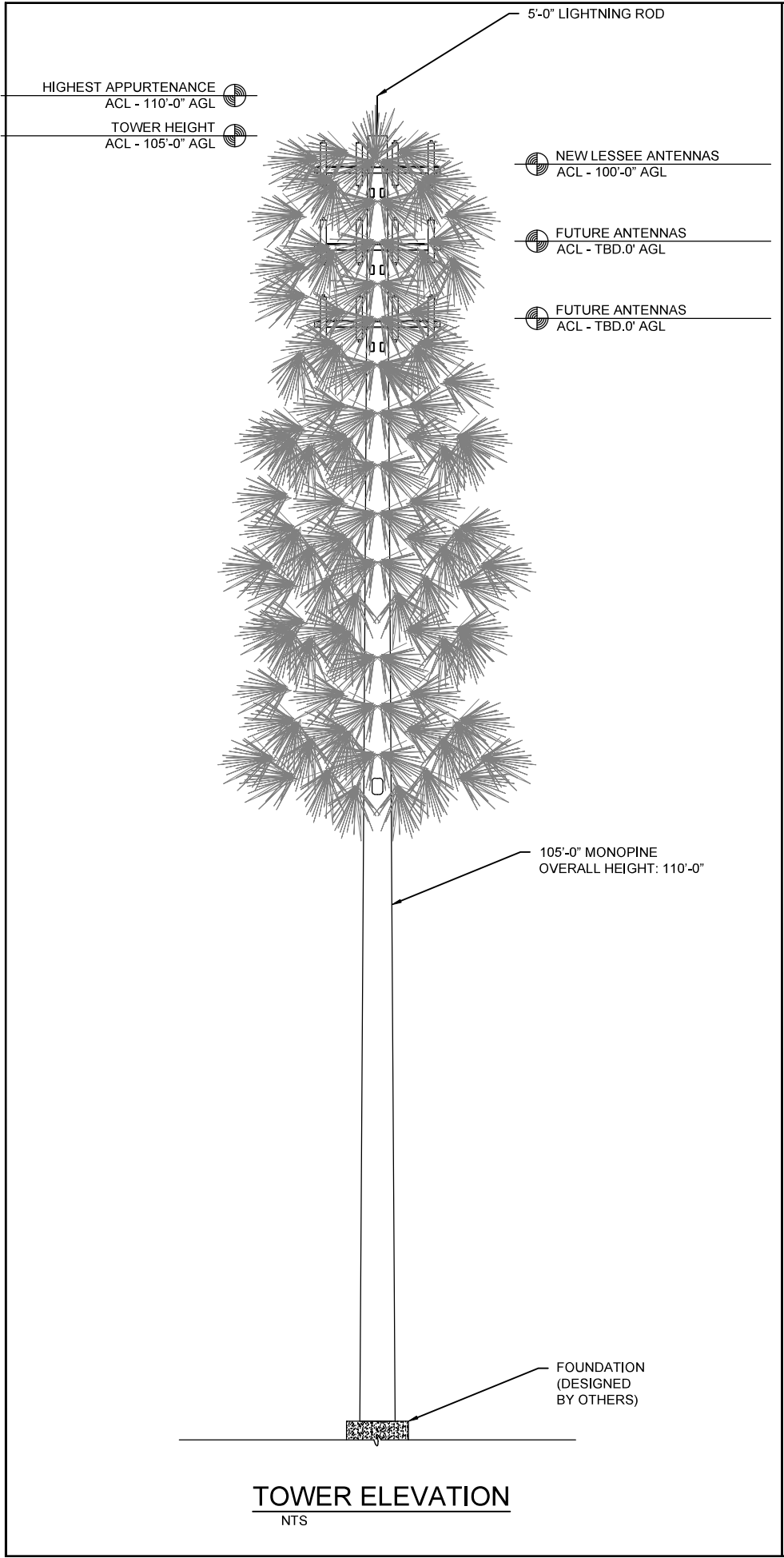
SITE NUMBER
TN-5001

SITE ADDRESS
2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE
RAWLAND

SHEET TITLE
SITE LAYOUT PLAN

SHEET NUMBER Z-103	REVISION 2
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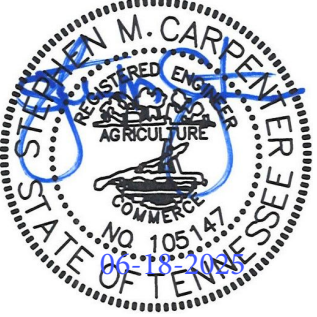




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DRAWN BY	BNS
CHECKED BY	BNS

REVISIONS			
#	DATE	BY	DESCRIPTION
2	06/18/25	BNS	FINAL ISSUE
1	04/15/25	BNS	FINAL ISSUE
0	03/07/25	BNS	FINAL ISSUE
B	03/06/25	BNS	PRELIMINARY ISSUE
A	03/05/25	BNS	PRELIMINARY ISSUE





SITE NAME
LANTON

SITE NUMBER
17330373



SITE NAME
LANTON

SITE NUMBER
TN-5001

SITE ADDRESS
2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE
RAWLAND

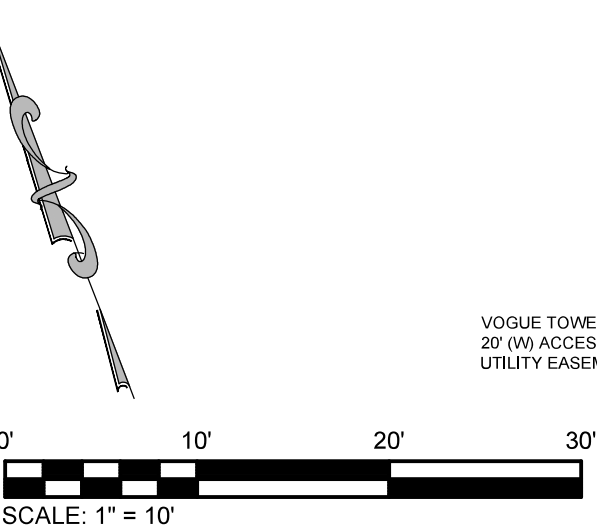
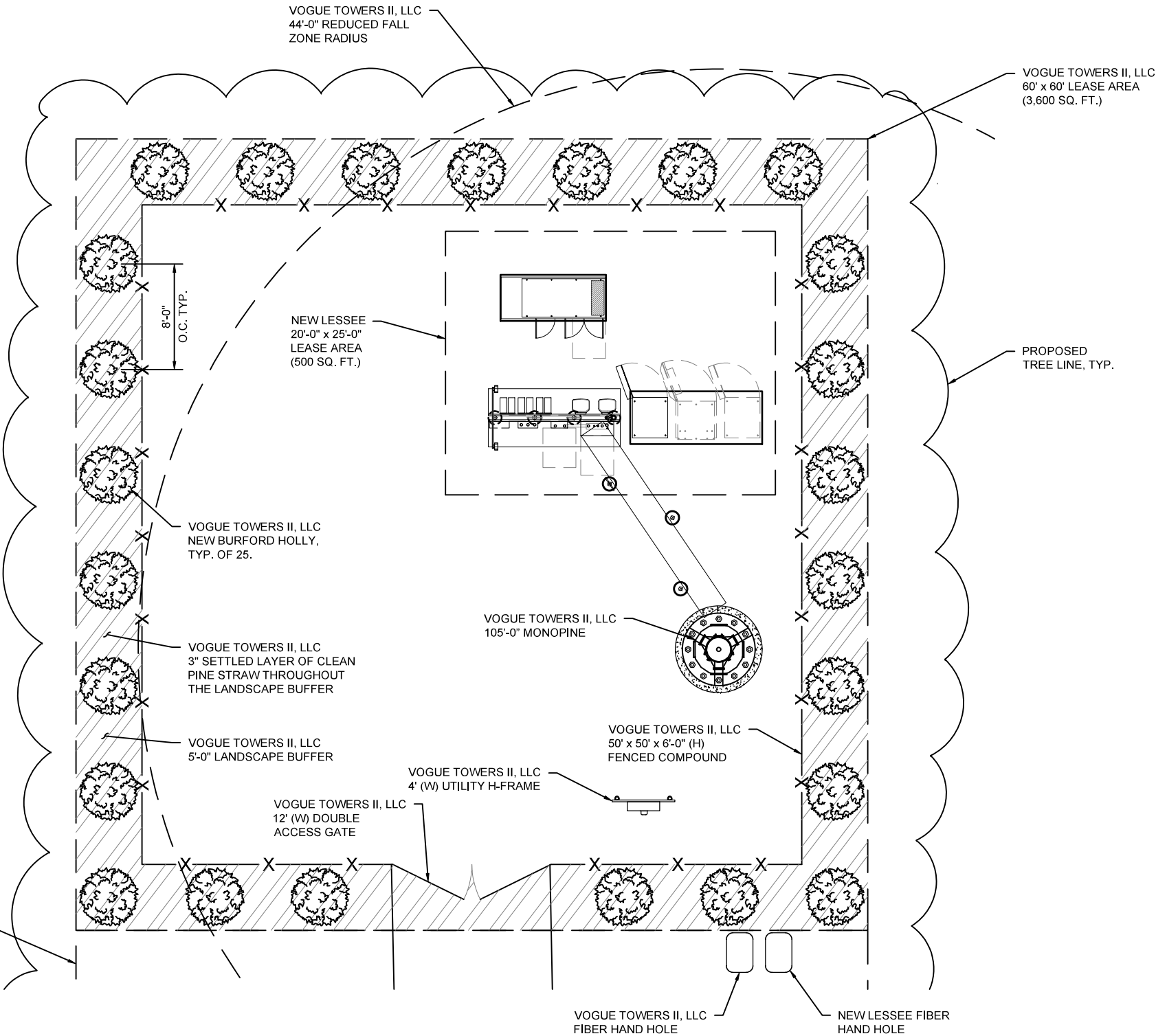
SHEET TITLE
TOWER ELEVATION &
EQUIPMENT LAYOUT PLAN

SHEET NUMBER Z-104	REVISION 2
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PLANTING SCHEDULE													
QTY	BOTANICAL NAME	COMMON NAME	CALIPER	TYPE	SPACING	PLANTING HEIGHT	PLANTING WIDTH	MATURE HEIGHT	MATURE SPREAD	SUNLIGHT	SOIL CONDITIONS	SYMBOL	REMARKS
25	ILEX CORNUTA 'BURFORDII'	BURFORD HOLLY	N/A	UNDERSTORY EVERGREEN	SEE PLAN	5 FT	N/A	15 FT	8 FT	FULL OR PARTIAL	ADAPTABLE		FULL TO BASE

LANDSCAPE NOTES:

- ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS SET FORTH THE CURRENT EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK OF NURSERYMEN.
- PLANTING PLAN TAKES PRECEDENCE OVER PLANT LIST.
- ALL TREES SHALL BE STAKED OR GUYED AT TIME OF PLANTING UNLESS NO STAKES IS PRE-APPROVED BY OWNER. STAKES OR GUYS SHALL NOT RESTRICT MOVEMENT OF THE PLANT, BUT SHALL HAVE 2"-3" OF SLACK IN EACH GUY WIRE.
- ALL PLANT MATERIAL IS SUBJECT TO THE OWNERS APPROVAL PRIOR TO INSTALLATION TO INSURE THE CONFORMITY TO THE SPECIFICATIONS.
- APPLY GRANULAR PRE-EMERGENT HERBICIDE TO SOIL PER MANUFACTURERS RECOMMENDATIONS BELOW MULCH BED PRIOR TO MULCH APPLICATION.
- APPLY "LESCO" (OR EQUAL) GRANULAR SLOW RELEASE FERTILIZER PER MANUFACTURERS RECOMMENDATIONS TO TREES AT TIME OF PLANTING.
- PLACE 3" MIN. THICKNESS OF SETTLED LAYER OF CLEAN PINE STRAW THROUGHOUT THE LANDSCAPE BUFFER AS SHOWN ON PLAN. IF NECESSARY, INSTALL METAL OR PVC EDGING STRIPS TO PREVENT PINE STRAW FROM WASHING ONTO ROAD OR OTHERWISE CAUSING PROBLEMS.
- CONTRACTOR SHALL WARRANTY PLANTS FOR A PERIOD OF 1 YEAR AFTER FINAL ACCEPTANCE.



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#	DATE	BY	DESCRIPTION



verizon	
SITE NAME	LANTON
SITE NUMBER	17330373

 VOGUE TOWERS	
SITE NAME	LANTON
SITE NUMBER	TN-5001

SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

SHEET TITLE	LANDSCAPING DETAILS
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SHEET NUMBER	REVISION
Z-105	A



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REVISIONS			
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#	DATE	BY	DESCRIPTION



SITE NAME	LANTON
SITE NUMBER	17330373



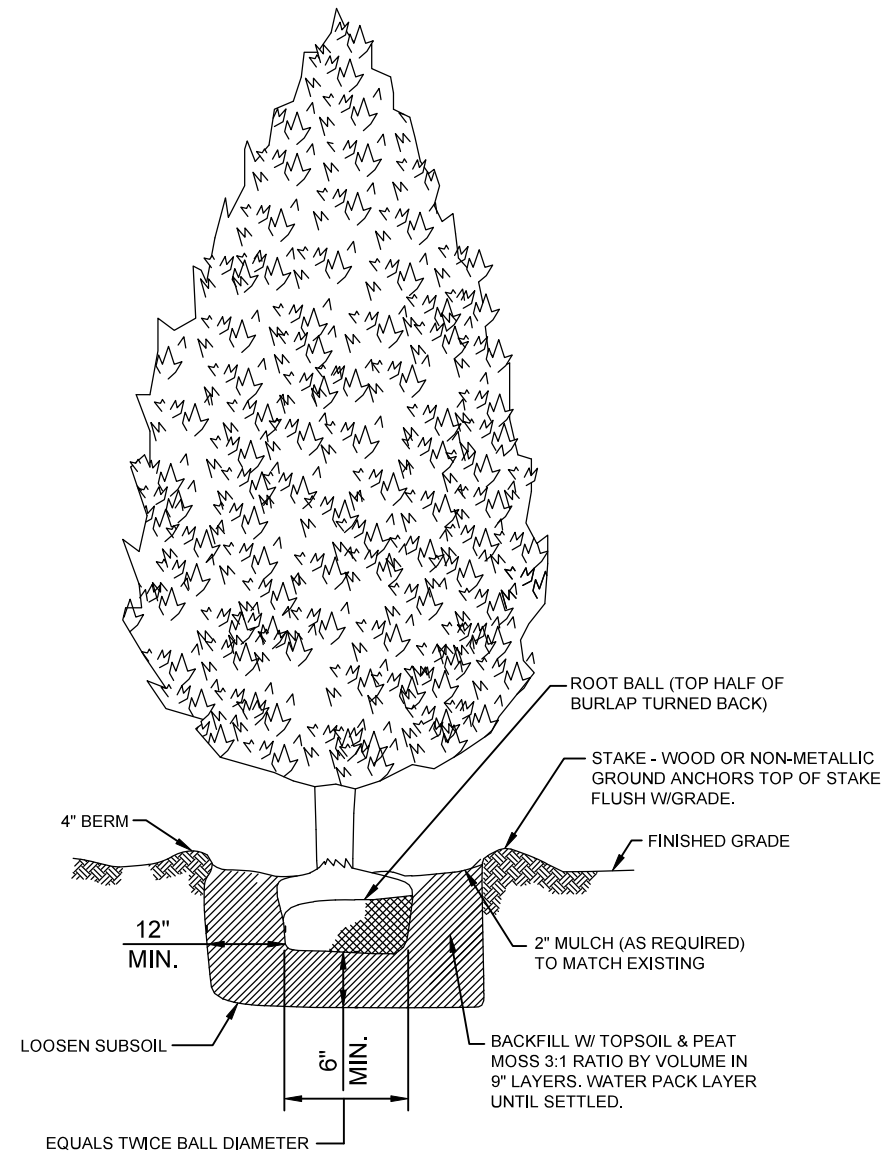
SITE NAME	LANTON
SITE NUMBER	TN-5001

SITE ADDRESS
2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE
RAWLAND

SHEET TITLE

LANDSCAPING DETAILS

SHEET NUMBER Z-106	REVISION A
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BURFORD HOLLY

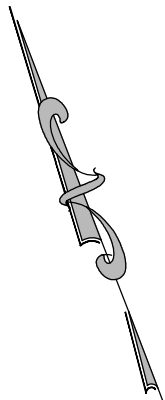
NOTES:

1. PLANT SHALL BE MIN. 5'-0" IN HEIGHT AT TIME OF PLANTING.

NOTES:

1. TREE LOCATIONS & REFERENCED NUMBERS ARE BASED ON A TREE SURVEY BY THE LAND CONSULTANTS, LLC, DATED 07/29/2024.

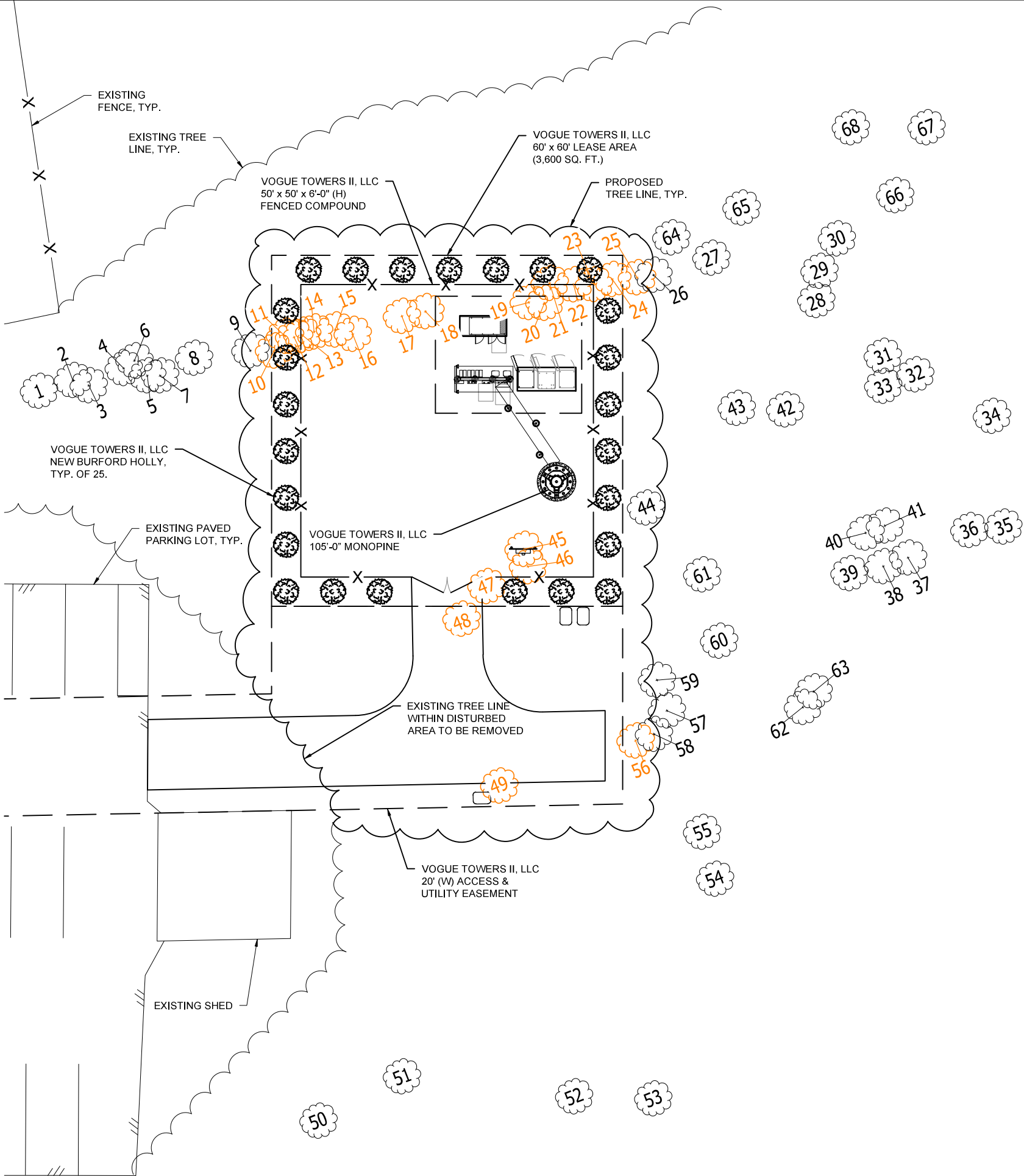
TREE DATA TABLE								
#	TREE TYPE	SIZE	#	TREE TYPE	SIZE	#	TREE TYPE	SIZE
1	HACKBERRY	14"	24	HACKBERRY	12"	47	CHERRY	10"
2	HACKBERRY	8"	25	HACKBERRY	6"	48	PEAR (TWIN)	6"
3	HACKBERRY	14"	26	HACKBERRY	14"	49	MIMOSA	14"
4	HACKBERRY	6"	27	HACKBERRY (QUAD)	12"	50	MIMOSA	14"
5	HACKBERRY	6"	28	OAK	20"	51	MIMOSA	10"
6	HACKBERRY	12"	29	CEDAR	10"	52	PEAR	10"
7	HACKBERRY	18"	30	HACKBERRY	24"	53	CEDAR	10"
8	HACKBERRY (TWIN)	14"	31	HACKBERRY	6"	54	HACKBERRY	10"
9	ASH	10"	32	HICKORY	6"	55	HACKBERRY	8"
10	HACKBERRY	14"	33	LOCUST	12"	56	HACKBERRY	12"
11	HACKBERRY	14"	34	HICKORY	12"	57	HACKBERRY	24"
12	HACKBERRY	14"	35	HICKORY	8"	58	HACKBERRY	12"
13	HACKBERRY	14"	36	HICKORY	8"	59	HACKBERRY	8"
14	HACKBERRY	14"	37	LOCUST (DEAD)	12"	60	HACKBERRY	12"
15	HACKBERRY	12"	38	ASH	12"	61	CHERRY	20"
16	HACKBERRY	24"	39	ASH	10"	62	HICKORY	14"
17	HACKBERRY (TWIN)	8"	40	HICKORY	8"	63	HACKBERRY	6"
18	HACKBERRY	18"	41	HICKORY	16"	64	HACKBERRY (TWIN)	14"
19	HACKBERRY	18"	42	CEDAR	16"	65	HACKBERRY	8"
20	HACKBERRY	14"	43	CEDAR	16"	66	HICKORY	18"
21	ASH	12"	44	ASH	8"	67	HICKORY	8"
22	HACKBERRY	12"	45	CHERRY	6"	68	HACKBERRY	24"
23	HACKBERRY	10"	46	CHERRY	6"			
EXISTING TOTAL TREE'S = 68				TOTAL TREE'S BEING REMOVED = 22 (-32.35%)				
TOTAL TREE'S REMAINING = 46 (67.65%)				TOTAL TREE'S BEING ADDED = 25 (+36.76%)				
NEW TREE TOTAL				= 71				



LEGEND	
TREE TO REMAIN	
TREE TO BE REMOVED	
TREE TO BE ADDED	



SCALE: 1" = 20'



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SITE NAME	LANTON
SITE NUMBER	17330373



SITE NAME	LANTON
SITE NUMBER	TN-5001

SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

SHEET TITLE	TREE PRESERVATION PLAN
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SHEET NUMBER	REVISION
Z-107	2

EROSION NOTES:

1. CLEARING AND GRUBBING SHALL NOT BE INITIATED MORE THAN 10 CALENDAR DAYS PRIOR TO GRADING OR EARTH MOVING ACTIVITIES UNLESS THE AREA IS TEMPORARILY SEEDED.
1. ALL DISTURBED AREAS SHALL BE PROPERLY STABILIZED AS SOON AS PRACTICABLE.
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED CONCURRENT WITH CLEARING OPERATIONS. AND SHALL BE FUNCTIONAL PRIOR TO ANY EARTH MOVING OPERATIONS.
3. CONSTRUCTION SHALL BE SEQUENCED TO MINIMIZE THE EXPOSURE TIME OF GRADED SOIL AREAS AND SHALL BE PHASED FOR PROJECTS THAT HAVE OVER 50 ACRES OF SOIL DISTURBANCE. HOWEVER, PRIORITY SHALL BE GIVEN TO FINISHING OPERATIONS AND PERMANENT EROSION CONTROL MEASURES OVER TEMPORARY EROSION CONTROL MEASURES ON ALL PROJECTS.
4. SOIL MATERIALS MUST BE PREVENTED FROM ENTERING WATERS OF THE STATE / U.S. EROSION AND SEDIMENTATION CONTROL MEASURES TO PROTECT WATER QUALITY MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. SILT FENCE MUST BE INSTALLED ALONG THE BASE OF ALL FILLS AND CUTS. ON THE DOWNHILL SIDE OF STOCKPILED SOIL. AND ALONG STREAM BANKS IN CLEARED AREAS TO PREVENT SEDIMENT MIGRATION IN TO STREAMS. THEY MUST BE INSTALLED ON THE CONTOUR, ENTRENCHED AND STAKED, AND EXTEND THE WIDTH OF THE AREA TO BE CLEARED.
5. CHECK DAMS SHALL BE UTILIZED WHERE RUNOFF IS CONCENTRATED. CLEAN ROCK, BRUSH, SANDBAG, OR CHECK DAMS SHALL BE PROPERLY CONSTRUCTED TO DETAIN RUNOFF AND TRAP SEDIMENT. CLEAN ROCK IS ROCK OF VARIOUS TYPE AND SIZE, DEPENDING UPON APPLICATION, THAT CONTAINS NO FINES, SOILS, OR OTHER WASTES OR CONTAMINANTS.
6. TEMPORARY OR PERMANENT SOIL STABILIZATION SHALL BE ACCOMPLISHED WITHIN 15 DAYS AFTER FINAL GRADING OR OTHER EARTHWORK. PERMANENT SOIL STABILIZATION SHALL REPLACE TEMPORARY STABILIZATION AS SOON AS PRACTICABLE.
7. THE CONTRACTOR SHALL INSTALL A RAIN GAUGE ON-SITE AND MAINTAIN IT IN GOOD WORKING CONDITION. THE CONTRACTOR SHALL RECORD DAILY PRECIPITATION ON THE PROJECT AND PROVIDE THIS INFORMATION TO THE ENGINEER ON A MONTHLY BASIS.
8. INSPECTIONS OF EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DONE BEFORE ANTICIPATED STORM EVENTS (OR SERIES OF STORM EVENTS SUCH AS INTERMITTENT SHOWERS OVER ONE OR MORE DAYS) AND WITHIN 24 HOURS AFTER THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER, AND AT LEAST TWALK-IN-CABINETE PER WEEK, 72 HOURS APART. THE RECORD OF INSPECTIONS MUST BE RETAINED ON SITE DURING THE DURATION OF THE PROJECT.
9. OUTFALL POINTS SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION AND SEDIMENT CONTROL MEASURES ARE EFFECTIVE IN PREVENTING IMPACTS TO SURROUNDING WATERS. LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE ROADWAY SEDIMENT TRACKING.
10. UPON CONCLUSION OF THE INSPECTIONS, EROSION AND SEDIMENT CONTROL MEASURE FOUND TO BE INEFFECTIVE SHALL BE REPAIRED, REPLACED, OR MODIFIED BEFORE THE NEXT RAIN EVENT, IF POSSIBLE, BUT IN NO CASE MORE THAN SEVEN DAYS AFTER THE CONDITION IS IDENTIFIED.
11. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN ON-SITE (OR AT A NEARBY OFFICE).
12. THE OPERATION OF EQUIPMENT IN WATERS OF THE STATE / U.S., INCLUDING WETLANDS, SHALL BE ONLY AS SHOWN ON THE PROJECT PLANS AND/OR AS SO SPECIFIED IN THE ARAP AND/OR SECTION 404 PERMIT (S). ANY ADDITIONAL PERMITS REQUIRED BY THE CONTRACTOR'S METHOD OF OPERATION, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN.
13. EXCAVATION AND FILL ACTIVITIES SHALL BE SEPARATED FROM FLOWING WATERS. ALL SURFACE WATER FLOWING TOWARD THE EXCAVATION OR FILL WORK SHALL BE DIVERTED THROUGH UTILIZATION OF COFFERDAMS, BERMS, OR TEMPORARY CHANNELS. TEMPORARY DIVERSION CHANNELS MUST BE PROTECTED BY NON-ERODIBLE MATERIAL AND LINED TO THE EXPECTED HIGH WATER LEVEL. COFFERDAMS MUST BE CONSTRUCTED OF SANDBAGS, CLEAN ROCK, STEEL SHEETING OR OTHER NON-ERODIBLE MATERIAL. CLEAN ROCK IS ROCK OF VARIOUS TYPE AND SIZE, DEPENDING UPON APPLICATION, THAT CONTAINS NO FINES, SOILS, OR OTHER WASTES OR CONTAMINANTS.
14. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN A PROACTIVE METHOD TO PREVENT LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS FROM ENTERING WATERS OF STATE / U.S.
15. THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS TO ENSURE THAT PETROLEUM PRODUCTS OR OTHER CHEMICAL POLLUTANTS ARE PREVENTED FROM ENTERING WATERS STATE / U.S. ALL EQUIPMENT REFUELING, SERVICING, AND STAGING AREAS SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS, AND ORDINANCES: INCLUDING THOSE OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA). APPROPRIATE CONTAINMENT MEASURE FOR THESE AREAS SHALL BE UTILIZED. ALL SPILLS MUST BE REPORTED TO THE APPROPRIATE AGENCY, AND MEASURE SHALL BE TAKES IMMEDIATELY TO PREVENT THE POLLUTION OF WATERS OF THE STATE/U.S., INCLUDING GROUNDWATER, SHOULD A SPILL OCCUR.
16. BORROW AND WASTE DISPOSAL AREAS SHALL BE LOCATED IN NON-WETLAND AREAS AND ABOVE THE 100-YEAR, FEDERAL EMERGENCY MANAGEMENT AGENCY FLOODPLAIN. BORROW AND WASTE DISPOSAL AREAS SHALL NOT AFFECT ANY WATERS OF THE STATE / U.S. UNLESS THESE AREAS ARE SPECIFICALLY COVERED BY AN ARAP, 404, OR NPOES PERMIT, OBTAINED SOLELY BY THE CONTRACTOR.
17. WETLAND AREAS SHALL NOT BE USED AS EQUIPMENT STORAGE, STAGING, OR TRANSPORTATION AREAS, UNLESS PROVIDED FOR IN THE PLANS.
18. ANY DISAGREEMENT BETWEEN THE PROJECT PLANS, THE PROJECT AS CONSTRUCTED AND THE PERMIT OR PERMITS ISSUED FOR THE PROJECT, SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. THE ENGINEER SHALL DECIDE WHICH HAS PRECEDENCE AND WHETHER PERMIT OR PLANS REVISIONS ARE NEEDED. IN GENERAL, PERMIT CONDITIONS WILL PREVAIL.
19. THE EROSION AND SEDIMENT CONTROL MEASURE AND/OR PLAN SHALL BE MODIFIED AS NECESSARY SO THAT THEY ARE EFFECTIVE AT ALL TIMES THROUGHOUT THE COURSE OF THE PROJECT.

20. FOR THE INSTALLATION OF BURIED UTILITIES (PIPES AND CABLES), TRENCHES SHALL BE BACKFILLED DAILY AS CONSTRUCTION PROCEEDS. BACKFILLED TRENCHES SHALL BE SEEDED AND MULCHED OR SODDED DAILY IF POSSIBLE, BUT NO LATER THAN SEVEN (7) DAYS AFTER TRENCHING. ANY TEMPORARY SPOIL PILE OF EXCAVATED EARTH SHALL BE LOCATED WITHIN THE PROJECT EROSION CONTROL MEASURES ARE NOT BACKFILLED OVERNIGHT. APPROPRIATE EROSION CONTROL AND SAFETY MEASURE WILL BE INSTALLED UNTIL SUCH TIME AS THE TRENCH IS BACKFILLED.
21. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO AND/OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES AS DETAILED IN THESE PLANS.
22. THE EROSION, SEDIMENT CONTROL MEASURES, AND PLAN SHALL BE MODIFIED AS NECESSARY AS TO BE EFFECTIVE AND CURRENT AT ALL PHASES OF PROJECT.
23. CONTROLS TO PREVENT ON-SITE EROSION AND TRANSPORT OF SEDIMENT OFF-SITE SHALL AT A MINIMUM CONFORM TO THE LATEST EDITION OF THE STATE EROSION AND SEDIMENT CONTROL HANDBOOK AND ALL APPLICABLE LOCAL CODES.
24. FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL RESULT IN ALL WORK ON THE SITE IMMEDIATELY BEING BROUGHT TO A HALT UNTIL THE MEASURES CAN BE BROUGHT INTO COMPLIANCE WITH THE TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK AND ALL APPLICABLE LOCAL CODES.
25. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED CONCURRENT WITH CLEARING OPERATIONS AND SHALL BE FUNCTIONAL PRIOR TO ANY EARTH MOVING OPERATIONS. THE LOCATION OF SOME CONTROL MEASURES MAY HAVE TO BE ALTERED SLIGHTLY FROM WHAT IS SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE SIGNIFICANTLY DIFFERENT FROM FINAL DRAINAGE PATTERNS, OR AS ACTUAL SITE TOPOGRAPHY REQUIRES.
26. SITE CONSTRUCTION MAY COMMENCE WHEN EROSION AND SEDIMENT CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION HAVE BEEN INSTALLED. SEDIMENT AND EROSION CONTROLS SHALL REMAIN UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED AND FINAL PAVING AND SURFACING IS COMPLETE.
27. CONSTRUCTION EXITS SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY OR EXIT FROM THE SITE AND SHALL PREVENT THE TRACK-OUT OF SEDIMENT OR OTHER MATERIAL FROM THE SITE ONTO PUBLIC RIGHT-OF-WAY. ANY MATERIAL APPEARING ON THE PUBLIC RIGHT-OF-WAY SHOULD BE REMOVED IMMEDIATELY. THE CONSTRUCTION EXIT SHALL BE MAINTAINED SO ITS PERFORMANCE DOES NOT DETERIORATE OVER THE SPAN OF THE PROJECT.
28. PERIMETER CONTROLS SHALL BE INSTALLED AFTER THE INSTALLATION OF CONSTRUCTION EXITS.
29. ALL SILT BARRIERS SHALL BE INSTALLED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL TUBES & WATTLES AND/OR SILT FENCES ARE INSTALLED AS SHOWN ON THE PLANS.
30. DISTURBED AREAS LEFT EXPOSED AND UNWORKED FOR PERIODS OF GREATER THAN 7 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY VEGETATION.
31. DISTURBED AREAS LEFT EXPOSED AND UNWORKED FOR PERIODS OF GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH AND PERMANENT VEGETATION.
32. DUST CONTROL SHALL BE UTILIZED AS NEEDED AND MUST BE IN COMPLIANCE WITH ALL APPLICABLE LOCAL CODES.
33. AMENDMENTS AND/OR REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE ENGINEER.
34. THE CONTRACTOR SHALL REMOVE SILT FROM THE SILT FENCE OR TUBES & WATTLES WHEN THE ACCUMULATED DEPTH IS ONE-HALF (1/2) OF THE HEIGHT OF THE CONTROL.
35. ALL UTILITY LOCATIONS ARE APPROXIMATE, AND IT IS POSSIBLE SOME EXISTING UTILITIES ARE NOT SHOWN ON THE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE THE LOCATIONS OF ALL UNDERGROUND UTILITIES VERIFIED AND MARKED PRIOR TO CONSTRUCTION.

GRADING NOTES :

1. PROPOSED CONTOURS AND SPOT ELEVATIONS ARE SHOWN AT TOP OF CRUSHED STONE, TOP OF FOUNDATION, OR TOP OF TOPSOIL. SEE DETAILS FOR THICKNESS OF CRUSHED STONE. MASS GRADED AREAS AND CRUSHED STONE SHALL BE FINISHED WITHIN 4" OF GRADES SHOWN. FOUNDATIONS SHALL BE FINISHED WITHIN 0.5" OF GRADES SHOWN.
2. ALL TREES, ROOTS, BRUSH, AND ORGANIC MATTER (TOPSOIL) SHALL BE REMOVED BEFORE BEGINNING FILL. FILL MATERIAL SHALL BE CLEAR SOIL CONTAINING NO ROCKS LARGER THAN 6 INCHES.
3. FILLS SHALL BE FORMED OF SATISFACTORY MATERIAL PLACED IN SUCCESSIVE HORIZONTAL LAYERS OF NOT MORE THAN 6 INCHES IN LOOSE DEPTH FOR THE FULL WIDTH OF EACH STRIP. FILL SOIL SHALL BE PLACED AT A MOISTURE CONTENT THAT IS WITHIN MINUS 1% OR PLUS 3% A OF THE OPTIMUM MOISTURE CONTENT AND TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM 698 (STANDARD PROCTOR). THE UPPER 12 INCHES OF FILL SHALL BE COMPACTED TO 98%.
4. STANDARD PROCTOR TESTS (ASTM 698) SHALL BE DONE BY AN INDEPENDENT TESTING LABORATORY EMPLOYED BY THE CONTRACTOR. IN-PLACE DENSITY TESTS SHALL BE PERFORMED ON EACH LIFT TO ENSURE PROPER PLACEMENT OF FILL MATERIAL.
5. ALL DISTURBED AREAS SHALL RECEIVE GROUND COVER. ALL AREAS TO RECEIVE GROUND COVER SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL. ALL FOREIGN DEBRIS SHALL BE REMOVED BEFORE PLACING TOPSOIL. AREAS WITH LESS THAN 4:1 SLOPE SHALL BE SEEDED WITH FOUR POUNDS OF KENTUCKY 31 FESCUE AND ONE POUND OF ANNUAL RYE PER 1,000 SQFT. SLOPES STEEPER THAN 4:1 SHALL BE SEEDED WITH A MIXTURE OF 1/4 POUND SCARIFIED SERICEA LESPEDEZA, 1/4 POUND CROWN VETCH, AND ONE POUND KENTUCKY 31 FESCUE PER 1,000 SQFT WITH 30 POUNDS PER 1,000 SQFT OF 6-12-12 FERTILIZER. SLOPES 3:1 OR STEEPER SHALL BE COVERED WITH NORTH AMERICAN GREEN EROSION CONTROL BLANKET S150 INSTALLED PER MANUFACTURERS SPECIFICATIONS (OR ENGINEER APPROVED EQUAL) TO PREVENT EROSION. CONTRACTOR SHALL WARRANTY GROUND COVER AND SLOPES FOR A PERIOD OF 1 YEAR.
6. CONFINE ALL CONSTRUCTION ACITIVITY TO PROPERTY OWNER'S PARCEL. DO NOT ENTER ADJACENT PROPERTY WITHOUT OBTAINING APPROVAL THROUGH TELLCO PARTNERSHIP.
7. CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FENCE AND OTHER TEMPORARY EROSION CONTROL MEASURES AFTER GRASS IS ESTABLISHED AND STABILIZED.
8. ALL DISTURBED AREAS NOT TO BE COVERED WITH GRAVEL, RIP RAP, PAVEMENT, OR OTHER STABILIZATION SHALL RECEIVE GROUND COVER. ALL AREAS TO RECEIVE GROUND COVER SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
10. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE VOGUE TOWERS II, LLC'S CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.
11. EXCAVATIONS ADJACENT TO EXISTING PAVEMENT SHALL BE MADE TO A NEAT SAW-CUT LINE.
12. ALL TREES THAT ARE CUT OR KNOCKED DOWN WITHIN THE LIMITS OF DISTURBANCE SHALL BE DISPOSED OF IN ACCORDANCE WITH NOTE 10 OR MULCHED FOR LATER USE.



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SITE NAME	LANTON
SITE NUMBER	17330373

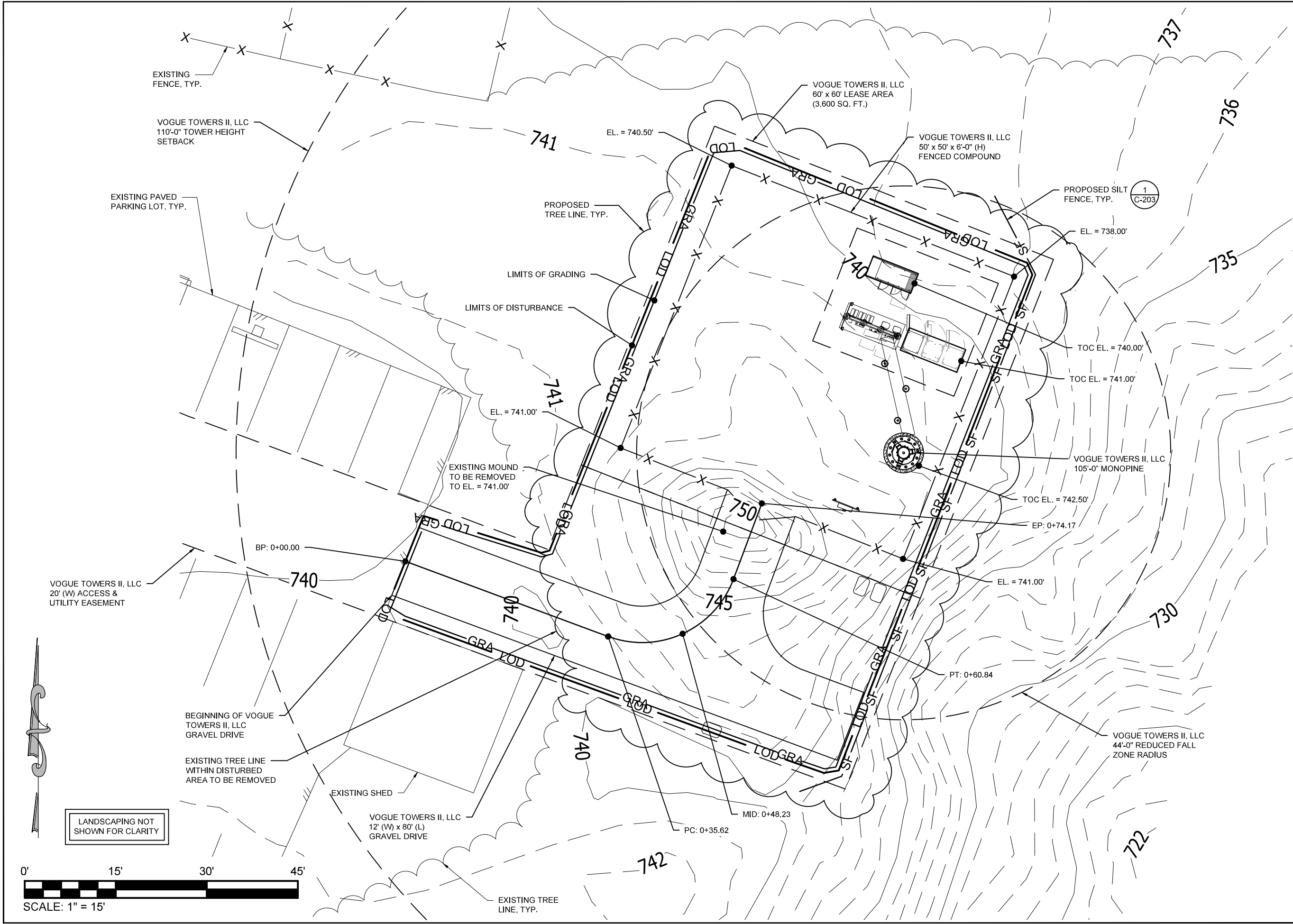


SITE NAME	LANTON
SITE NUMBER	TN-5001

SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

SHEET TITLE	EROSION NOTES
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SHEET NUMBER	REVISION
Z-200	A



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verizon	
SITE NAME	LANTON
SITE NUMBER	17330373

SITE NAME	LANTON
SITE NUMBER	TN-5001

SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

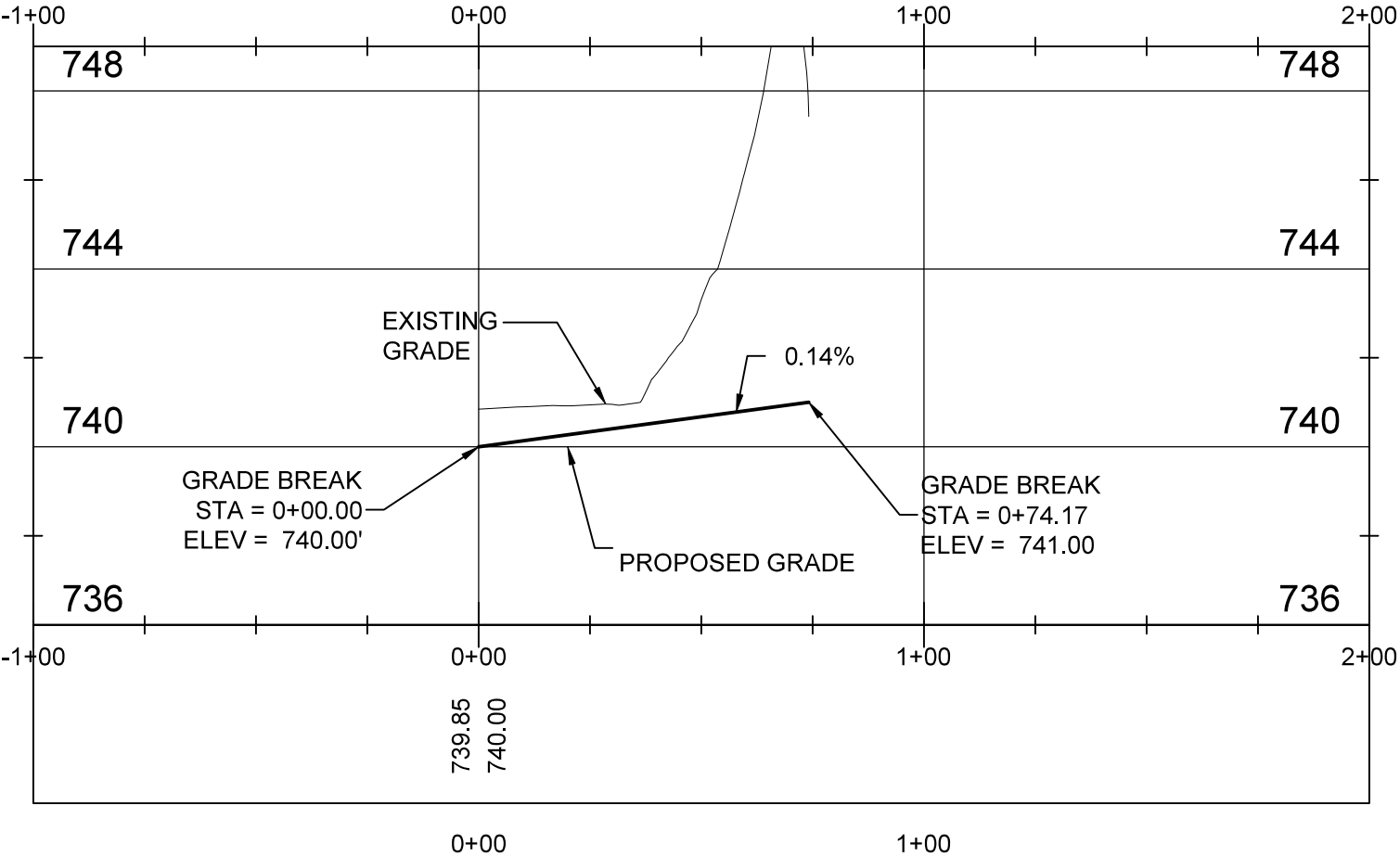
SHEET TITLE	SITE GRADING PLAN
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SHEET NUMBER	REVISION
Z-201	A

ACCESS DRIVE PROFILE

Station

Elevation



CUT / FILL SUMMARY :							
TOTAL LIMITS OF DISTURBANCE :	TOTAL LIMITS OF GRADING :	NAME	2D AREA	CUT	FILL	NET	
		COMPOUND vs EG	2500.00 SQ FT	15.82 CU YD	0.00 CU YD	15.82	CU YD <CUT>
		DRIVE vs EG	890.04 SQ FT	23.51 CU YD	0.00 CU YD	23.51	CU YD <CUT>
		TOTAL ROCK DISPLACEMENT	-	45.12 CU YD		45.12	CU YD <CUT>
0.125 AC ±	0.121 AC ±	TOTALS	3390.04 SQ FT	84.45 CU YD	0.00 CU YD	84.45	CU YD <CUT>



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SITE NAME	LANTON
SITE NUMBER	17330373

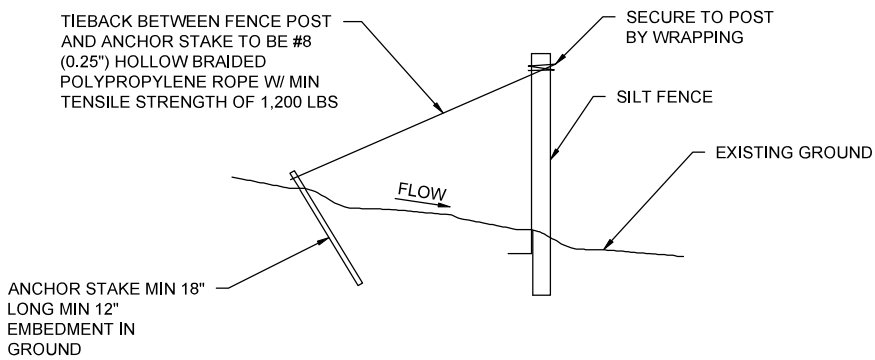


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SITE NUMBER	TN-5001

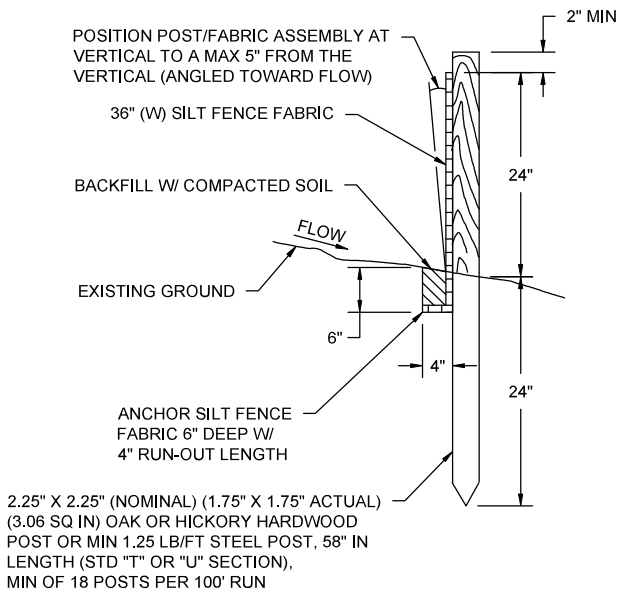
SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

SHEET TITLE	DRIVEWAY PROFILE
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SHEET NUMBER	REVISION
Z-202	A



SILT FENCE TIEBACK FOR STEEL OR WOOD POSTS



SECTIONAL VIEW

SILT FENCE DETAIL 1
NTS



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CHECKED BY	BNS

REVISIONS			
A	12/12/24	BNS	PRELIMINARY ISSUE
#	DATE	BY	DESCRIPTION





SITE NAME	LANTON
SITE NUMBER	17330373

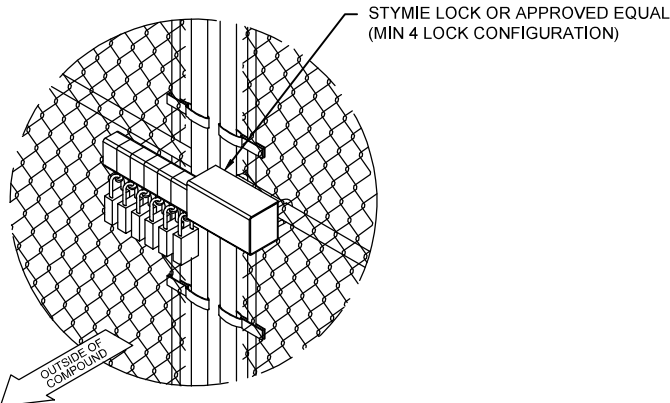


SITE NAME	LANTON
SITE NUMBER	TN-5001
SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND
SHEET TITLE SITE GRADING DETAILS	
SHEET NUMBER Z-203	REVISION A

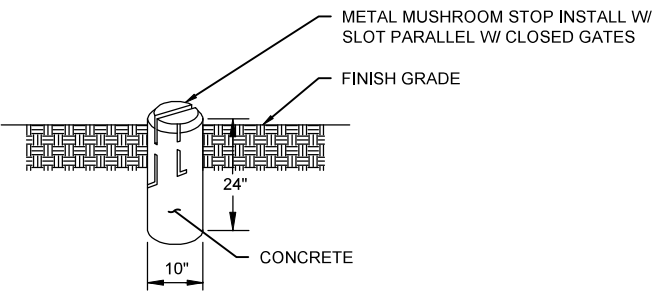
Page 429 of 572

TYPICAL WOVEN WIRE FENCING NOTES:

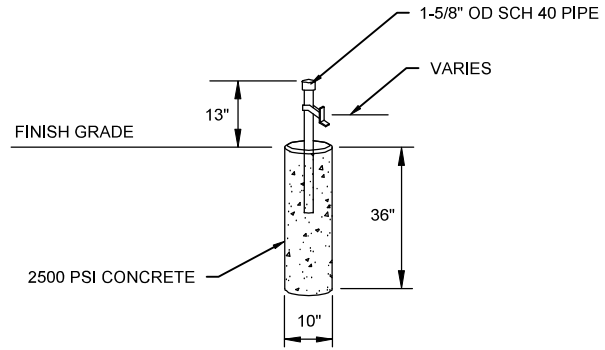
- (INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F-900)
- GATE POST, CORNER, TERMINAL OR PULL POST SHALL BE 3"Ø SCHEDULE 40 FOR GATE WIDTHS UP THRU 7 FEET OR 14 FEET FOR DOUBLE SWING GATE PER ASTM-F1083.
 - LINE POST: 2"Ø SCHEDULE 40 PIPE PER ASTM-F1083. INSTALL EVERY 8'-0" ALONG FENCE LINE.
 - GATE FRAME: 1-1/2"Ø SCHEDULE 40 PIPE, STEEL, HOT-DIPPED ZINC COATED (GALVANIZED) WELDED STEEL PIPE PER ASTM-F1083.
 - TOP RAIL & BRACE RAIL: 1-5/8"Ø SCHEDULE 40 PIPE PER ASTM-F1083.
 - CHAIN LINK FABRIC: 9 GA. MIN. CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
 - TIE WIRE: MINIMUM 11 GA. GALVANIZED STEEL INSTALL A SINGLE WRAP TIE WIRE AT POSTS AND RAILS AT MAX. 24" INTERVALS. INSTALL HOG RINGS ON TENSION WIRE AT 24" INTERVALS.
 - TENSION WIRE: 7 GA. GALVANIZED STEEL
 - GATE LATCH: 1-3/8" OD PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK (KEYED ALIKE FOR ALL SITES OR COMBINATION AS SPECIFIED BY OWNER)
 - HEIGHT = 6'-0" VERTICAL DIMENSION. WORK WITH SPECIFICATION 2831.



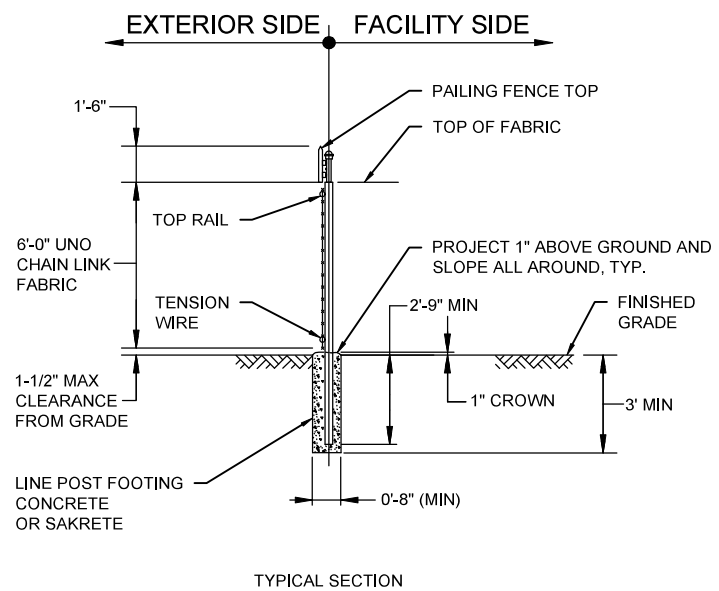
FENCE LOCK DETAIL
NTS



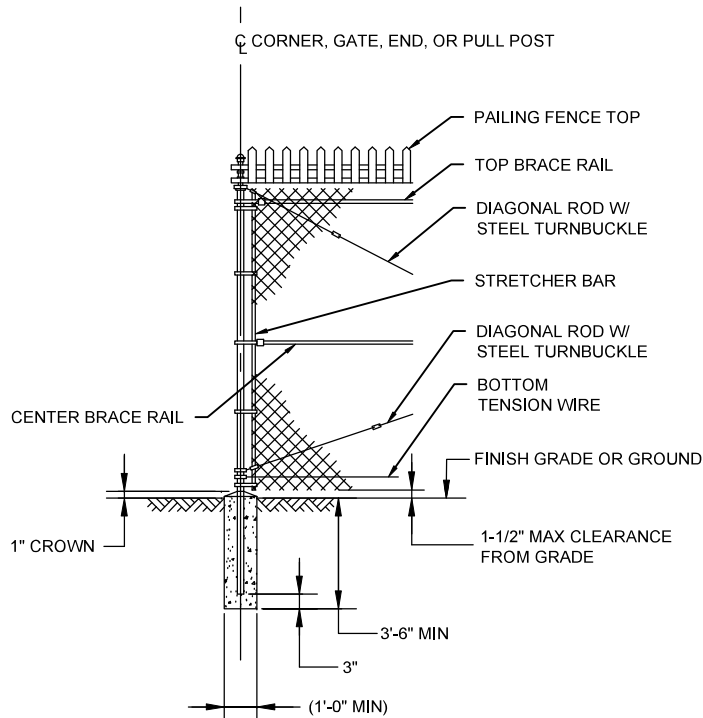
MUSHROOM STOP
NTS



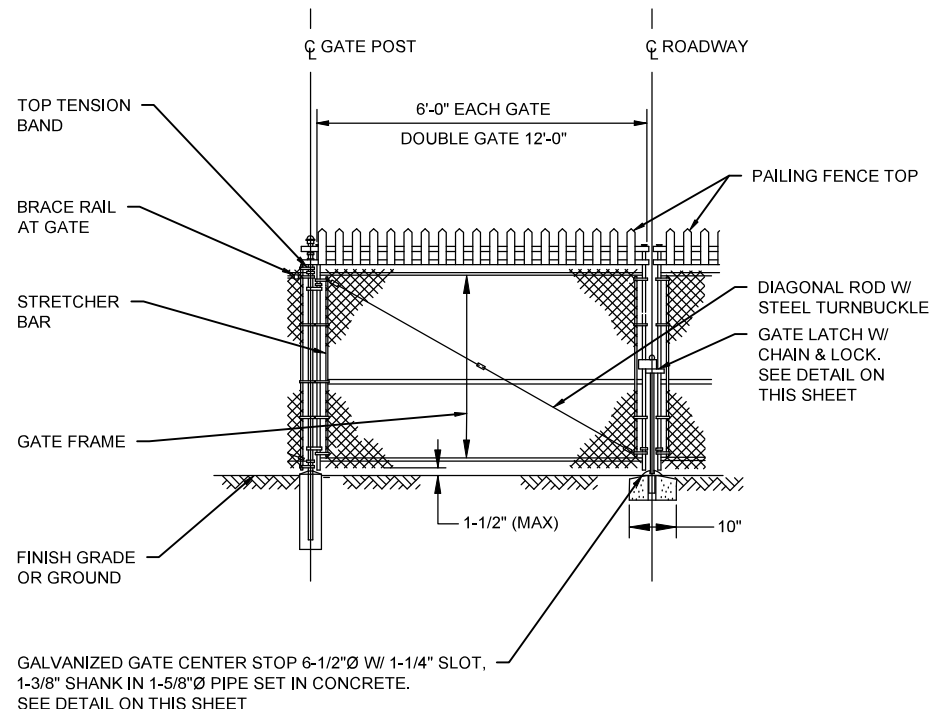
GATE STOP DETAIL
NTS



WOVEN WIRE FENCE ①
NTS



WOVEN WIRE CORNER, GATE, END, OR PULL POST ②
NTS



WOVEN WIRE DOUBLE GATE ③
NTS



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1	04/15/25	BNS	FINAL ISSUE	
0	03/07/25	BNS	FINAL ISSUE	
B	03/06/25	BNS	PRELIMINARY ISSUE	
A	03/05/25	BNS	PRELIMINARY ISSUE	
#	DATE	BY	DESCRIPTION	



verizon

SITE NAME	LANTON
SITE NUMBER	17330373

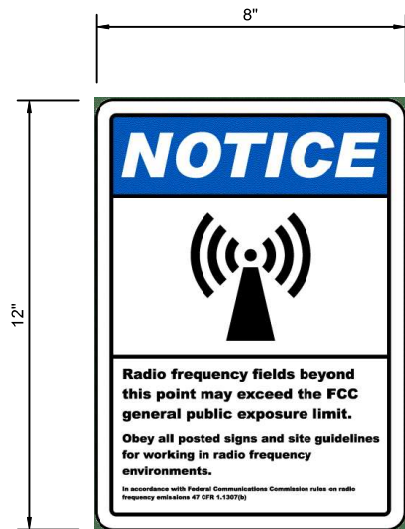
VOGUE TOWERS

SITE NAME	LANTON
SITE NUMBER	TN-5001
SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

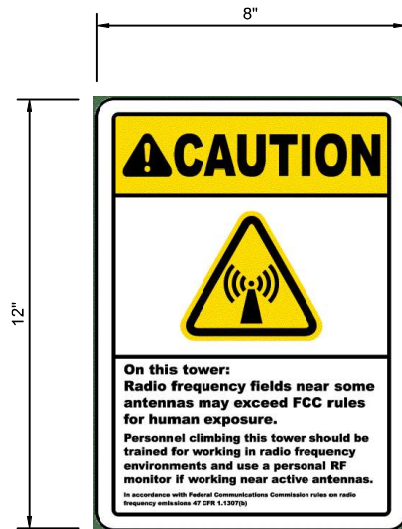
SHEET TITLE	
SITE DETAILS	
SHEET NUMBER	REVISION
Z-301	2



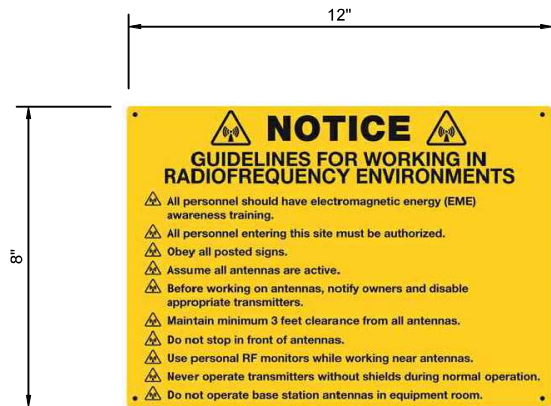
10" x 14"
NO TRESPASSING SIGN ①
NTS



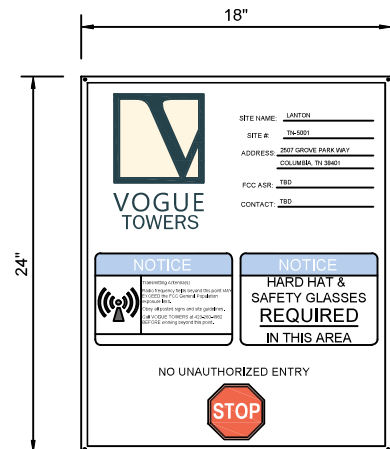
12" x 8"
RF GUIDELINES SIGN ②
NTS



12" x 8"
RF GUIDELINES SIGN ③
NTS



8" x 12"
RF GUIDELINES SIGN ④
NTS



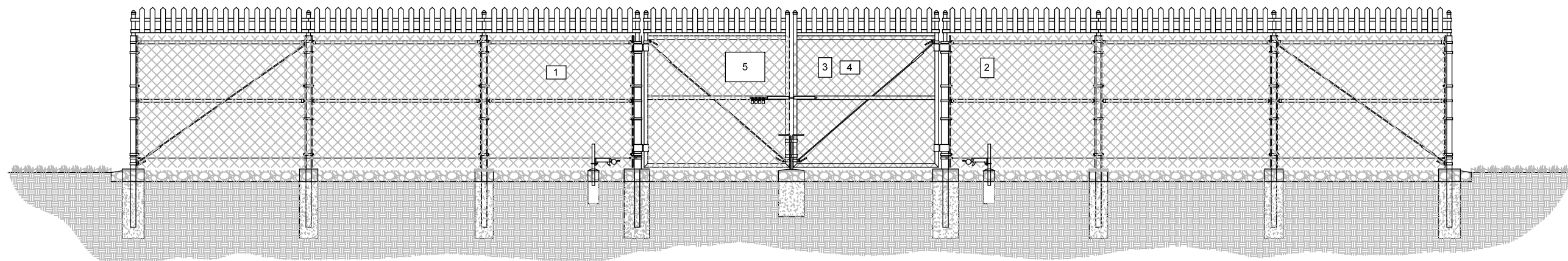
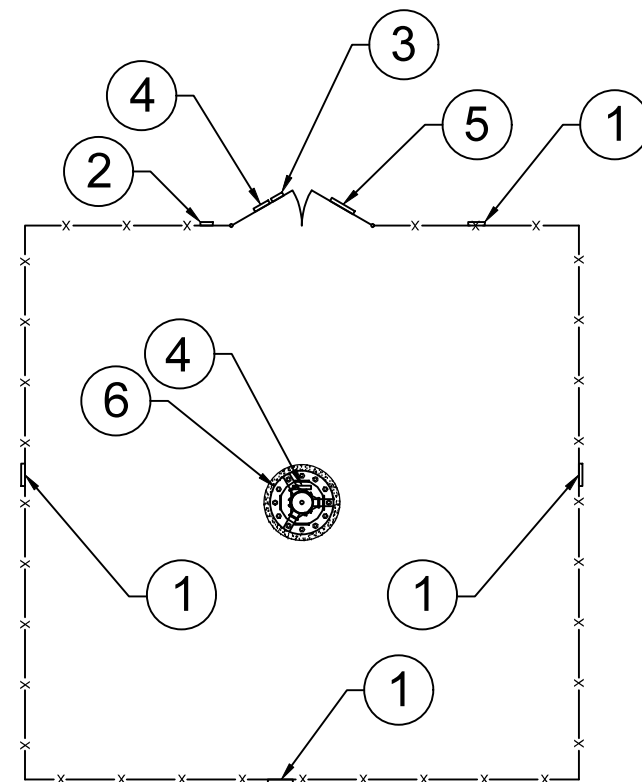
24" x 18"
SITE ID SIGN ⑤
NTS

ASR # XXXXXXXX

-WHEN REQUIRED, PLACE ON TOWER

-USE A DECAL ON MONOPOLE AND METAL SIGN ON SELF-SUPPORT TOWER OR GUYED TOWER

-LETTERS TO BE 3" MIN



FENCED COMPOUND DETAILS
NTS



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REVISIONS				
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0	03/07/25	BNS	FINAL ISSUE	
B	03/06/25	BNS	PRELIMINARY ISSUE	
A	03/05/25	BNS	PRELIMINARY ISSUE	

FOR REFERENCE ONLY



SITE NAME	LANTON
SITE NUMBER	17330373



SITE NAME	LANTON
SITE NUMBER	TN-5001

SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
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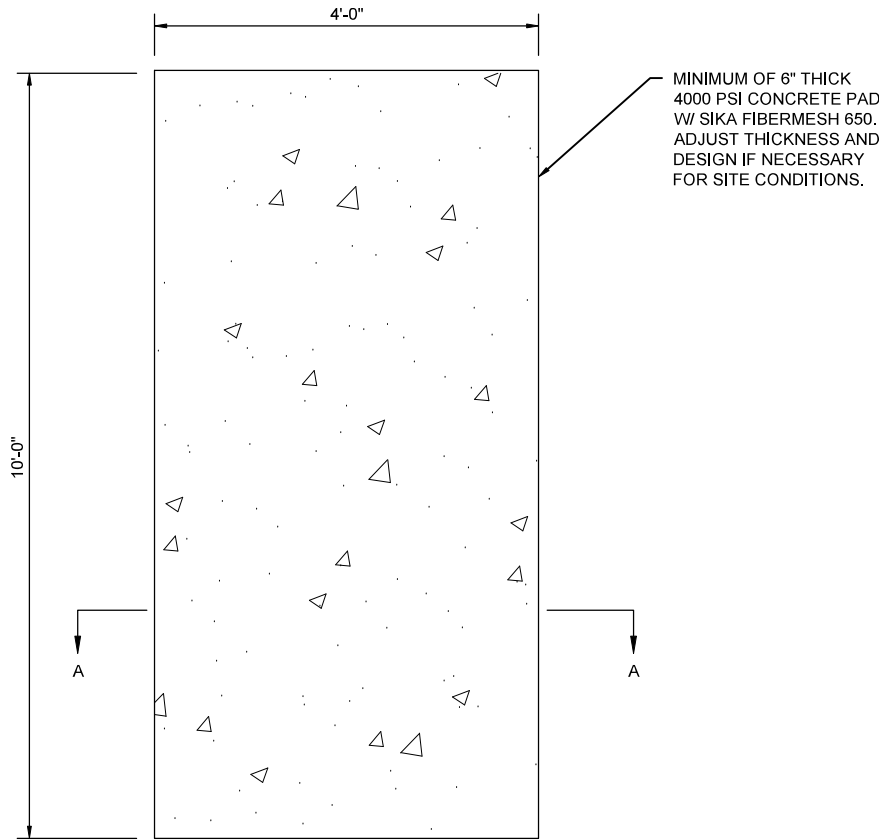
SITE TYPE	RAWLAND
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SHEET TITLE	SITE DETAILS
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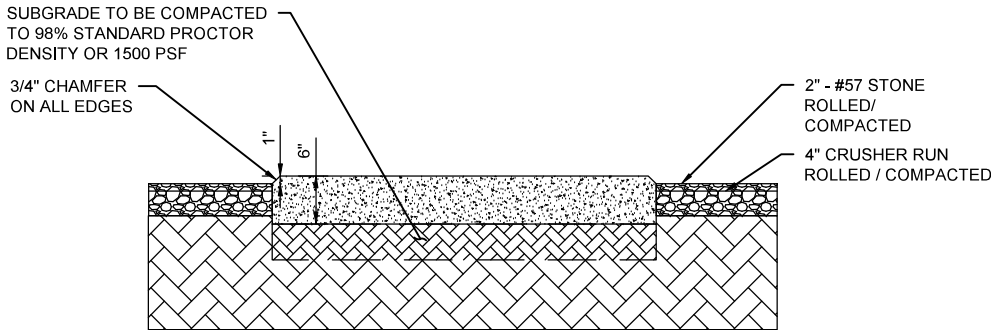
SHEET NUMBER	Z-302
REVISION	2

CONCRETE PAD NOTES:

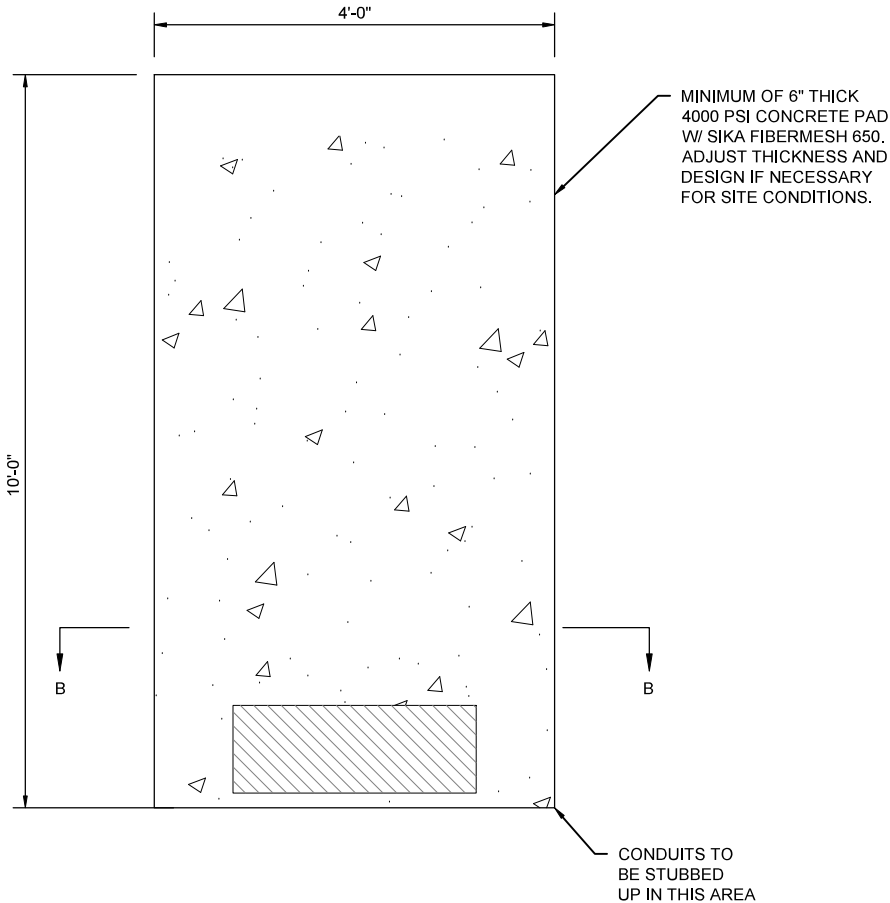
- 1. VERIFY GENERATOR STUB UP AREA FOR SPECIFIC MANUFACTURER/MODEL NUMBER.
- 2. VERIFY PAD SIZE REQUIREMENTS FOR SPECIFIC MANUFACTURER/MODEL NUMBER.
- 3. CONDUITS TO STUB UP FULL HEIGHT THROUGH SLEEVE IN ENHANCED DIESEL TANK ENCLOSURE.
- 4. EMBED CONDUITS IN CONCRETE PAD.
- 5. ALL CONCRETE SHALL BE NORMAL WEIGHT AND CONFORM TO THE ACI 301 AND THE FOLLOWING:
 - 5.a. MINIMUM COMPRESSION STRENGTH 4,000 PSI
 - 5.b. AIR ENTRAPMENT RANGE 3% TO 6%
 - 5.c. SLUMP GREATER THAN 3", BUT NOT TO EXCEED 6"
- 6. CONDUITS TO BE TERMINATED WITH MALE ADAPTER AND THREADED BUSHING.



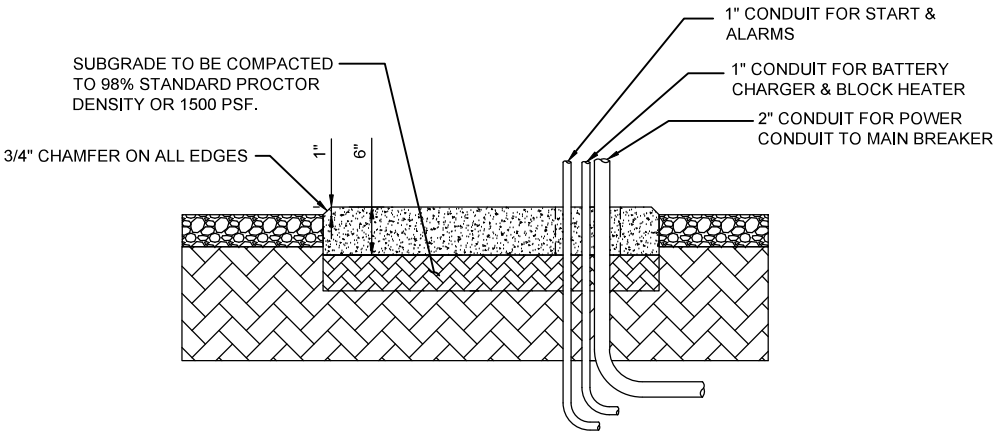
EQUIPMENT PAD PLAN ①
NTS



SECTION A-A THROUGH EQUIPMENT PAD
NTS



GENERATOR PAD PLAN ②
NTS



SECTION B-B THROUGH GENERATOR PAD
NTS



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1	04/15/25	BNS	FINAL ISSUE
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B	03/06/25	BNS	PRELIMINARY ISSUE
A	03/05/25	BNS	PRELIMINARY ISSUE



SITE NAME	LANTON
SITE NUMBER	17330373



SITE NAME	LANTON
SITE NUMBER	TN-5001

SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

SHEET TITLE	SITE DETAILS
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SHEET NUMBER	REVISION
Z-303	2

2494 Nashville HWY CEG-PUD (Christ Our Savior)

Project #:	25-0083	Location:	Map 051 Parcel 007.01
Applicant:	Michael Sandifer & Vogue Towers II	Case Type(s):	PUD Revision
Staff Planner:	Charles Rush, Principal Planner	Proposed Use:	None

PROJECT SUMMARY

The applicant requests a PUD revision and has submitted a preliminary PUD Master Plan for 2494 Nashville Hwy, which will allow a 110' mono-pine with grounding, utilities, fenced compound, and other support structures and components. The Planning Commission approved the rezoning from RS-40 (Residential Single-Family Low Density) to CEG-PUD (Commercial Enterprise General Planned Unit Development) in Ordinance 4042 for the development of a sign in December 2015.

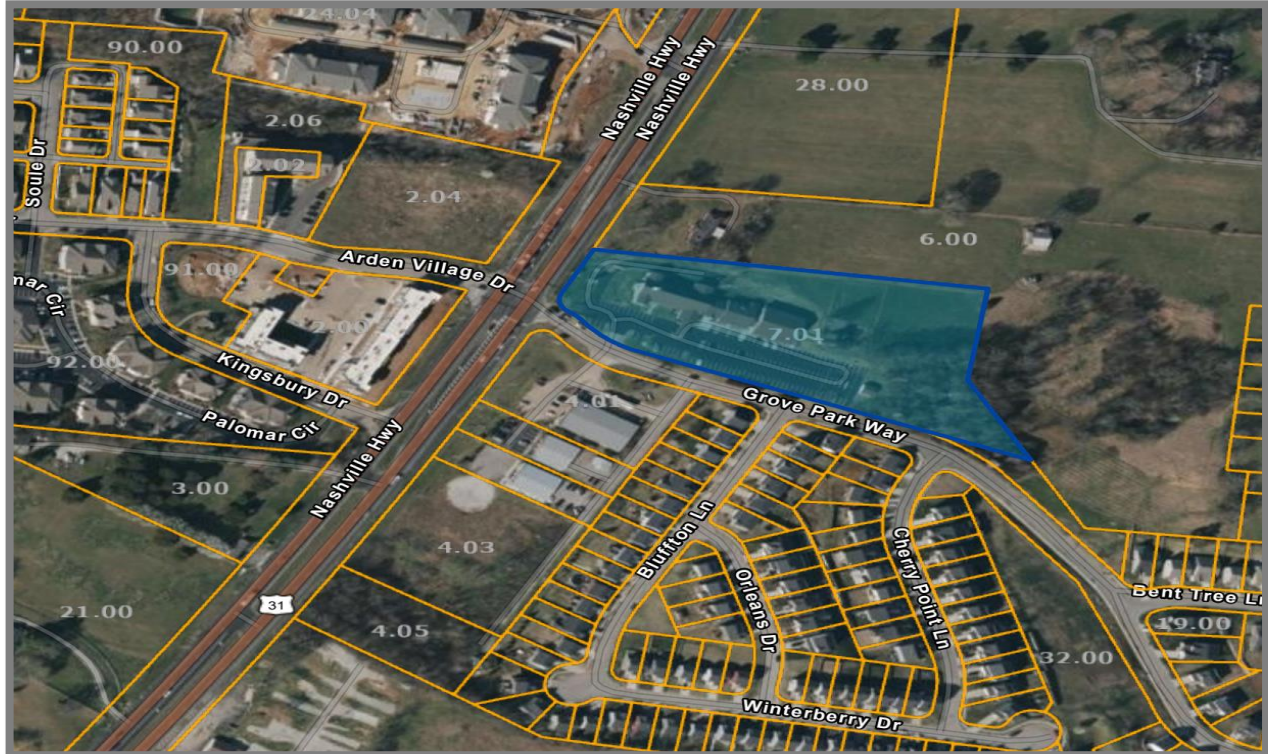
- The development is subject to Ordinance 4400
- This PUD revision complies with all standards that govern a cell tower
- A Financial Surety, Development Agreement, and stormwater maintenance agreement are not applicable to this request.
- The DRC reviewed this proposal at its April 2025 meeting. Staff review included standard comments and requests for technical corrections. Full technical comments are provided in the agenda packet.
- The applicant complies with requirements except for **Article 4.3.9.E.rr.4.I.** "Evidence that the site complies with requirements of the NEPA (National Environmental Policy Act) in regards to impact on wildlife, endangered species, historical sites, Native American religious sites, floodplains, wetlands, high intensity white lights in Residential neighborhoods , and frequency emissions in excess of FCC guidelines. **Applicant's site development process includes completing the National Environmental Policy Act (NEPA) review process, which includes consultation with the State Historical Preservation Office, Tribal Historical Preservation Office, US Fish & Wildlife, and others to evaluate any impact of the proposed facility at this location. The NEPA process is ongoing, and the Applicant is happy to make the final NEPA report a condition of approval. Addressing high-intensity white lights, as described in (j) above, the proposed tower has been approved by the FAA and does not require any lighting."**
- Since the applicant is unable to comply with this requirement, a positive recommendation with a condition of approval subject to the NEPA report will be required.
- The applicant has requested that if a motion is made to approve with conditions, the Applicant request a condition be included to incorporate the engineered 44' fall zone

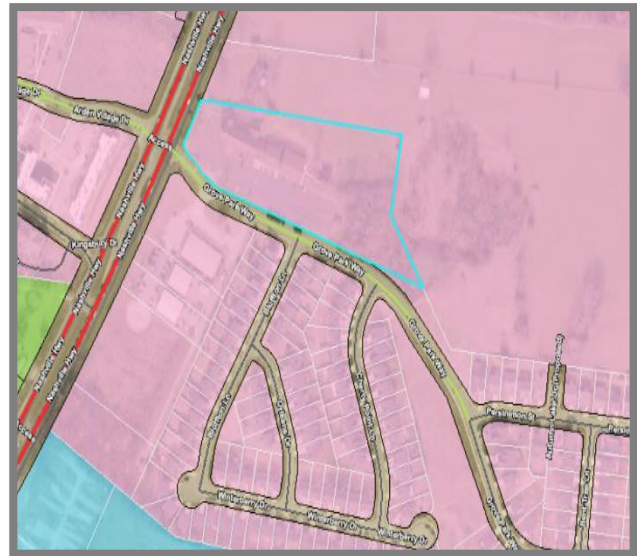
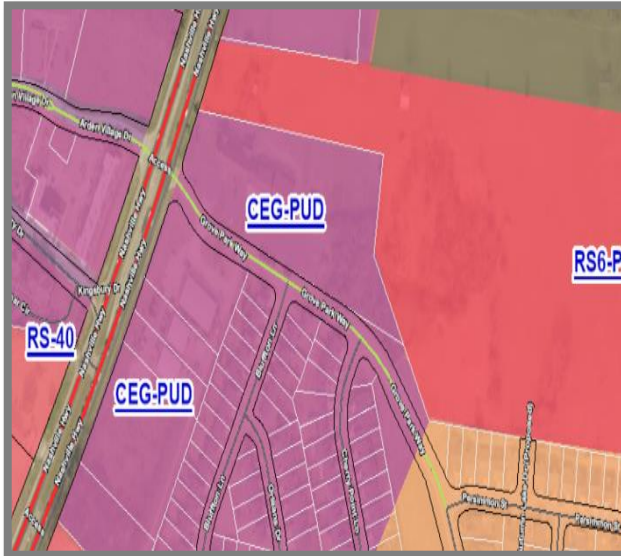
radius, as depicted in the site design and described in supplied documentation, into the PUD amendment for this property to satisfy requirements 5 of **Article 4.3.9.E**.

- Applicant submittal reflects a monopine structure as previously requested by the property owner, but they have recently stated they would be open to a traditional monopole should this be favored by the City (the ordinance has no subject language that deals with the monopine).
- The Planning Commission is the **Recommending Authority** for a PUD revision.
- The City Council is the **Decision-Making Authority** for a PUD revision.
- 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
CEG-PUD	Vacant	None	+/-2.56 Acres





PREVIOUS ZONING MAP		ZONING MAP	
SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	City Center Urban Village	PUD	Commercial
North	City Center Urban Village	PUD	Commercial/Residential
South	City Center Urban Village	PUD	Commercial/Residential
East	City Center Urban Village	PUD	Residential
West	City Center Urban Village	PUD	Residential

The subject site is part of an independent PUD development. It is bordered entirely by other PUD developments. Aside from the parcels that front Nashville Highway the rest of the land around the subject parcel will be or currently is used for residential.

CONFORMITY WITH ZONING ORDINANCE

Article 4.3.9.E. (p.255) of the Zoning Ordinance governs Wireless Communication Facilities other than Communication Towers

Wireless Communication Facilities other than Communications Towers shall be permitted in accordance with the applicable Use Table, subject to the following:

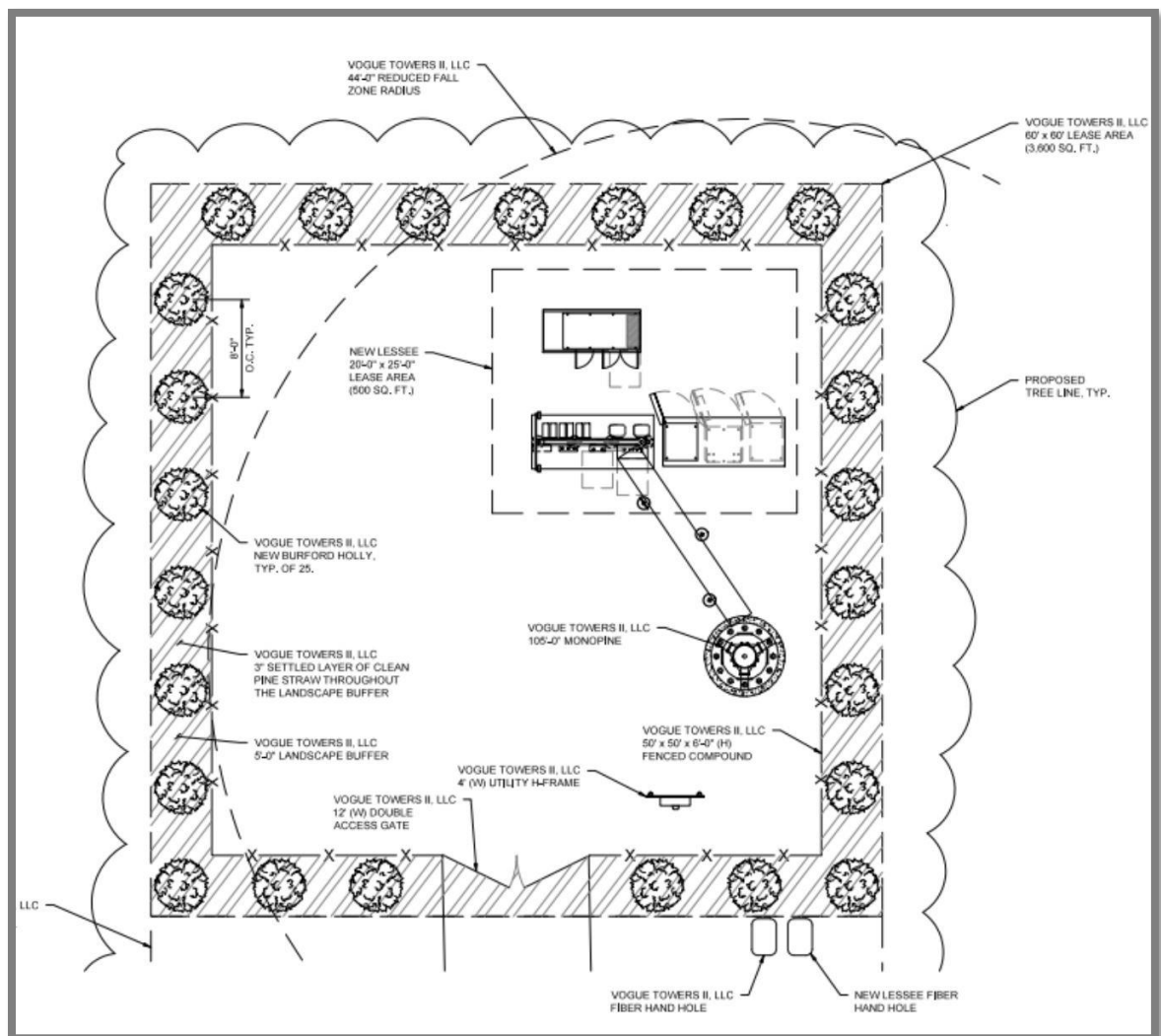
(1) The requirements set forth in this Section 4.3.9.D.6.n. shall govern the location of Towers that exceed, and antennas that are installed at a height in excess of 70 feet. The height limitations applicable to Buildings and Structures shall not apply to Towers and Antennas.

(2) Antennas or Towers located on property owned, leased, or otherwise controlled by the CITY shall be exempt from the requirements of this subsection, provided a license or lease authorizing such Antenna or Tower has been approved by City Council. **N/A, property is owned by Christ our Savior Evangelical Lutheran Church.**

(3) This Section shall not govern any Tower, or the installation of any Antenna, that is under 70 feet in height and is owned and operated by a federally – licensed amateur radio station operator or is used exclusively for receive – only Antennas. **N/A**

(4) The following requirements must be met:

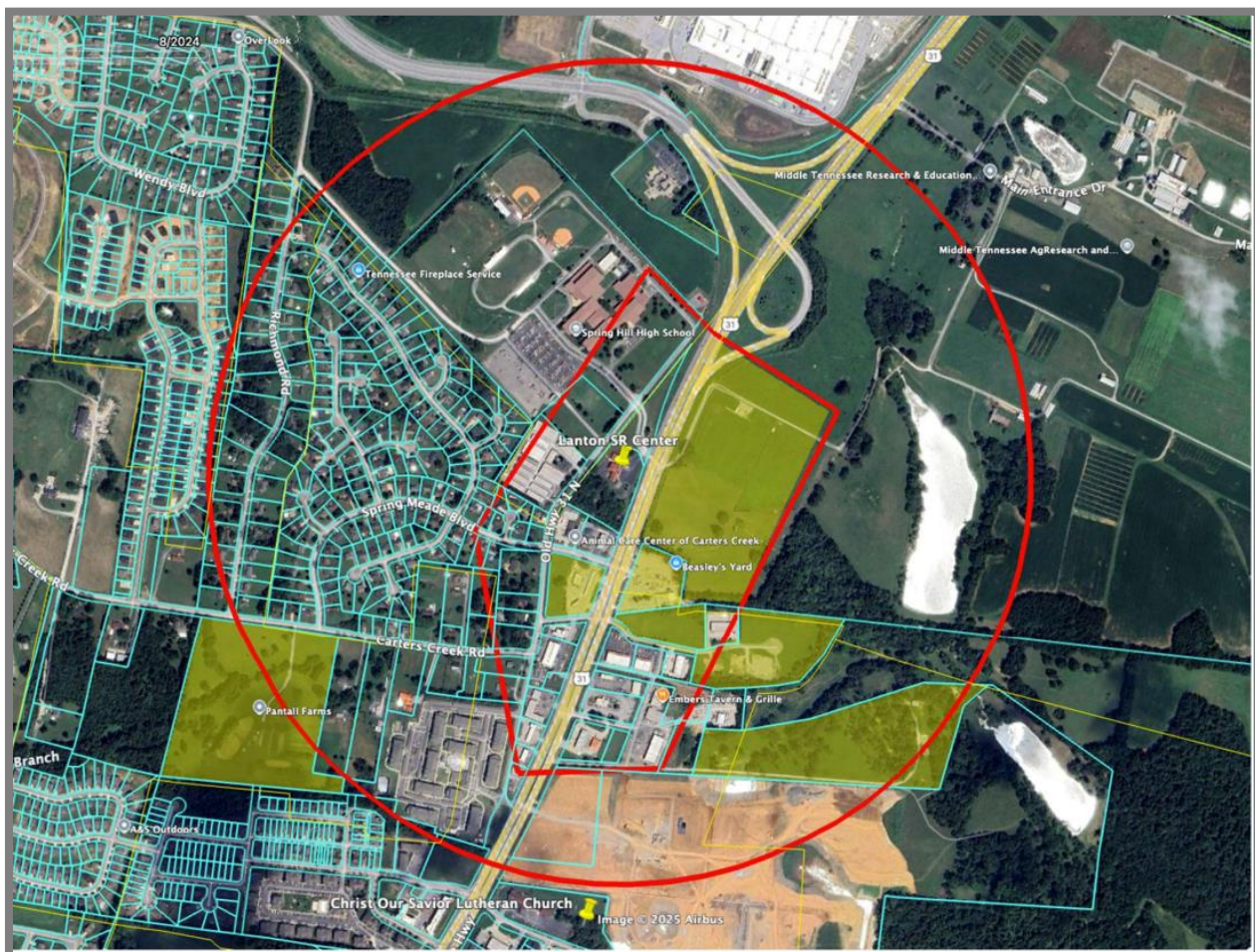
(a) Site and landscape plans drawn to scale and landscape plans drawn to scale; **Site and landscape plans included in attached design drawings.**



- (b) A report including a description of the Tower with technical reasons for its design; The proposed mono-pine tower consists of an eighteen-sided monopole structure, tapered from bottom to top. The structure, foundation, and anchor bolt designs are based strictly on ANSI/TIA-222 as amended (currently Rev H). Monopole materials are hot dip galvanized as outlined in ASTM A-123. The attached Fall Zone Letter provides additional explanation as to tower design parameters, including Risk Category, Site Exposure Category, Topographic Category, and Environmental Loading.
- (c) Documentation establishing the structural integrity for the Tower's proposed uses, certified by a professional engineer licensed in the State of Tennessee competent in such design, the general capacity of the Tower and information necessary to assure that ANSI (American National Standard Institute) standards are met; See attached tower manufacturer design.
- (d) A statement of intent whether excess space on the Tower will be leased; See attached letter.
- (e) Proof of ownership of the site or a copy of the owner's authorization to use the site; See attached (recorded) Memorandum of Option to Lease between Applicant and property owner.
- (f) Copies of any Easements necessary to gain access or limited Development areas; Easements noted on survey included in design drawings.
- (g) An analysis of the site containing existing topographical contours; Topographical contours are depicted on survey and addressed in the grading plan included in the attached design drawings.
- (h) A written opinion from an appropriate authority that the soils and underlying materials will support the intended Structure; The Engineer of Record for the site civil design has reviewed and approved all related design elements as noted in the design drawings, considering typical soils for the region. All sites are drilled for geotechnical data and that information, including boring log and engineer analysis, are provided to the tower manufacturer as part of their engineered design of the tower and foundation.
- (i) Evidence that the Tower facility meets technical emissions standards set by the FCC (Federal Communication Commission); See attached letter from Co-Applicant, Verizon Wireless.
- (j) Evidence of "Determination of No Hazard" from the FAA (Federal Aviation Administration), as well as all required FCC permit information; Applicant complies, receiving a "Determination

of No Hazard to Air Navigation” from the FAA (2025-ASO-245-OE). In addition, Applicant utilizes a 3rd party to review their locations in conjunction with the FAA filing. The attached report from Airspace Safety Analysis & Compliance (ASAC) evaluated the proposed tower in accordance with the requirements specified by the FAA under Federal Aviation Rules part 77 and found that this proposed tower is not a hazard to air navigation.

(k) Alternatives to the Tower location and why this site was selected; and Applicant contacted Edwards Real Estate, Dean Norton and Beasley’s Yard, none of which 3 were interested. We initiated discussions Middle Tennessee Ag Research Station, and they were initially interested but then stopped responding. We also spoke to Bell Group and could not come to financial terms. We tried to reach Pantall Farms with voicemail and a letter but never received a response. Christ our Savior Lutheran Church said expressed and maintained interest. The attached Real Estate Candidates map highlights the various parcels attempted.



(l) Evidence that the site complies with requirements of the NEPA (National Environmental Policy Act) in regard to impact on wildlife, endangered species, historical sites, Native American religious sites, floodplains, wetlands, high intensity white lights in Residential neighborhoods, and frequency emissions in excess of FCC guidelines.

Applicant's site development process includes completing the National Environmental Policy Act (NEPA) review process, which includes consultation with State Historical Preservation Office, Tribal Historical Preservation Office, US Fish & Wildlife, and others to evaluate any impact of the proposed facility at this location. The NEPA process is ongoing, and Applicant is happy to make the final NEPA report a condition of approval. Addressing high intensity white lights, as described in (j) above, the proposed tower has been approved by the FAA and does not require any lighting.

(5) Towers may be built on the same Lot or Building Site with another Principal Use. A separation a minimum of the Tower height between the Tower and any other Principal Use is required in order to provide for the health, safety, and welfare of individuals and Structures occupying the same site. Joint use is prohibited on a Lot or Building Site where a proposed or existing Principal Use includes the storage, distribution or sale of volatile, flammable, explosive or hazardous wastes such as LP gas, propane, gasoline, natural gas, and corrosive or dangerous chemicals. Applicant has sited the proposed facility with setbacks in mind, complying with the 100% setback requirement to the property owner's future development as depicted in the attached design drawings. However, if a motion is made to approve with conditions, Applicant requests a condition be included to incorporate the engineered 44' fall zone radius described below into the PUD amendment for this property to satisfy this provision of the ordinance. Applicant is proposing a 105' monopine (110' overall), a self-supporting tubular tower structure, similar to ones used for utility lines. Applicant is providing documentation outlining the design characteristics of the reduced "fall zone" area in the form of the attached engineer stamped letter. Per the attached and sealed "Fall Zone" letter, the Tower will be designed such that the top 40% will collapse over onto itself in the event of a catastrophic failure, reducing the impacted area via a reduced "fall zone" that will be contained within the reduced boundaries of thinner setback radius in the attached design drawings of 44'. This is accomplished by overdesigning the bottom portion of the structure. Specifically, the tower base and its foundation are designed to carry the entire force applied to the tower (Force X); however, When the top 40% of a monopole telecommunications tower collapses or is otherwise removed, it results in a reduction of base moment by approximately 30% to 45%, depending on wind exposure category, tower geometry, and site-specific wind conditions. The base and foundation were originally designed to resist the full-height wind and structural loading.

However, in the scenario where the top 40% of the tower is no longer present, the base and foundation will experience reduced demand. As the design drawings depict, incorporating this engineering into the design, that the fall zone area is greatly reduced and contained within a much smaller area

(6) Towers 80 feet or more in height shall be located on the Lot so that the distance from the base of the Tower to any adjoining property line or supporting Structure of another Tower is a minimum of 100% of the proposed Tower height. No Variance shall be granted from this minimum setback requirement. As depicted in the attached design drawings, Applicant complies.

(7) Except as specifically required by the FAA (Federal Aviation Administration) or the FCC (Federal Communication Commission), transmission Structures shall: Applicant will comply.

(a) use colors such as gray, blue, or green, which reduce their visual impacts; provided, wooden poles do not have to be painted; and As depicted in the attached design drawings and photo simulations, Applicant is proposing a monopine tower structure. The pole will be painted brown with the branches starting at approximately the halfway point. If the City prefers a traditional monopole structure, the property owner has indicated they would be open to a different structure.

(b) not be illuminated, except equipment shelters may use lighting for security reasons which is compatible with the surrounding neighborhood; Applicant complies.

(c) not use strobe lights unless specifically required by FAA. Applicant complies (see 4(j) above).

(8) Any proposed Tower shall be structurally designed so as to accommodate the minimum number of foreseeable shared users. Applicant's design incorporates space on the tower and ground for a minimum of three wireless providers, including Co-Applicant, Verizon Wireless.

(9) No advertising or display is permitted on any Communication Tower. Applicant will comply, only posting signage for site identification, emergency contact or as required by federal agencies.

(10) Any Accessory Buildings or Structures shall be located a minimum of 50 feet from any adjoining property line. Except for emergency purposes, the accessory facilities may not include offices, long-term vehicular storage, other outdoor storage, or broadcast studios, unless the Use is permitted in the district. Applicant will comply.

(11) The Tower base and equipment area shall be enclosed with a fence no less than six feet in height. Access shall be locked at all times when the site is not occupied. **Applicant complies, see attached design drawings.**

(12) Where the Tower site abuts or is contiguous to any Residential District, there shall be provided a continuous, solid Screening and it shall be of such plant material as will provide an evergreen Screen. Screening as required herein shall be not less than four feet in height at the time of planting and shall be permanently maintained. **See attached landscape buffer design and tree preservation plan in the attached design drawings. In addition, the site has been located to utilize the natural vegetation buffer of the wooded area on the property.**

(13) Location on any other Structure other than a Tower (i.e., water tank, utility poles, roof tops, etc.) is permitted subject to the provisions listed above relating to a Tower location. **The attached Nearby Structures table and map illustrate that there are no existing tower structures within one mile of the Applicant's location, the closest broadband structure being approx. 1.62 miles away, with Verizon Wireless located on this structure. There are also no structures capable of meeting the coverage objective within the immediate area.**

Name	Latitude	Longitude	FCC ASR#	Distance (miles)	Comments
Vogue Towers	35.705626	-86.974395	Pending	N/A	<i>Candidate Location</i>
Crown Communications LLC	35.7145	-87.001	1205701	1.62	<i>Appears to be 2+ carriers, including Verizon</i>
TVA	35.7217	-86.9737	None	1.11	<i>Inside TVA facility, likely direct bury pole.</i>
TVA (2)	35.7411	-86.9633	None	2.53	<i>Inside former plant, likely direct bury pole.</i>

(14) Co – location on Towers is encouraged. **See (13) above.**

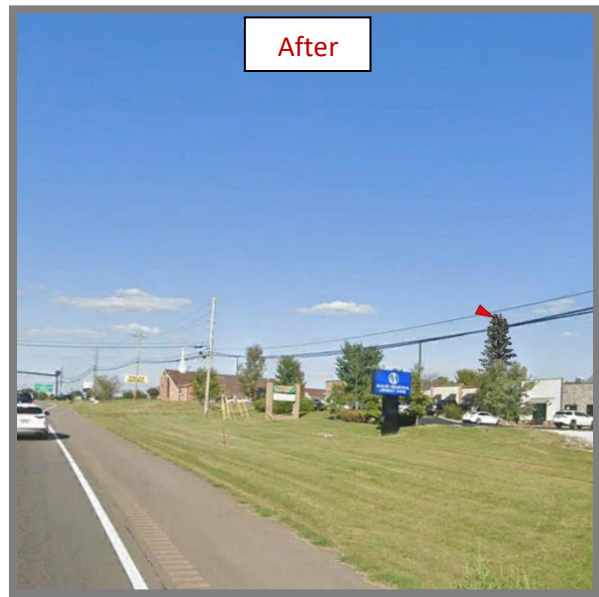
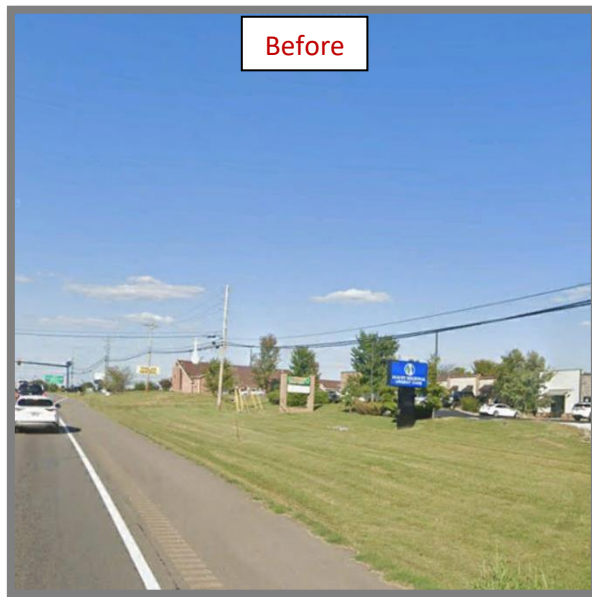
The Zoning Administrator has authority to approve a co – location on an existing Tower subject to: (a) receipt of a letter from a licensed engineer stating that the Tower is structurally adequate to handle the additional load; and (b) the FCC technical emissions standards not being exceeded.

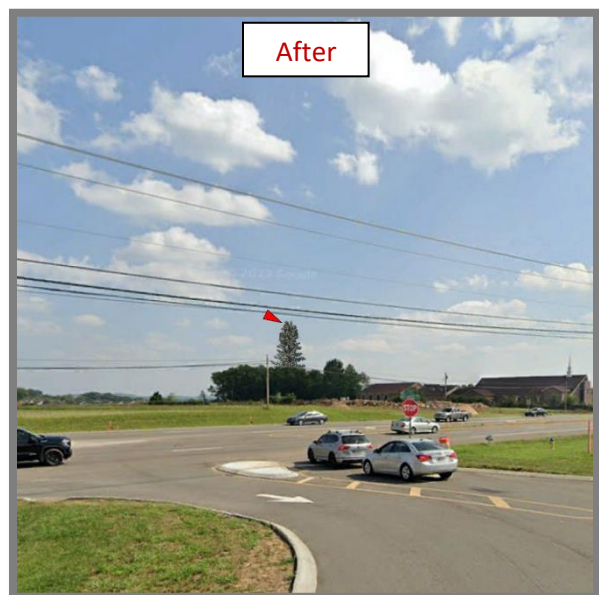
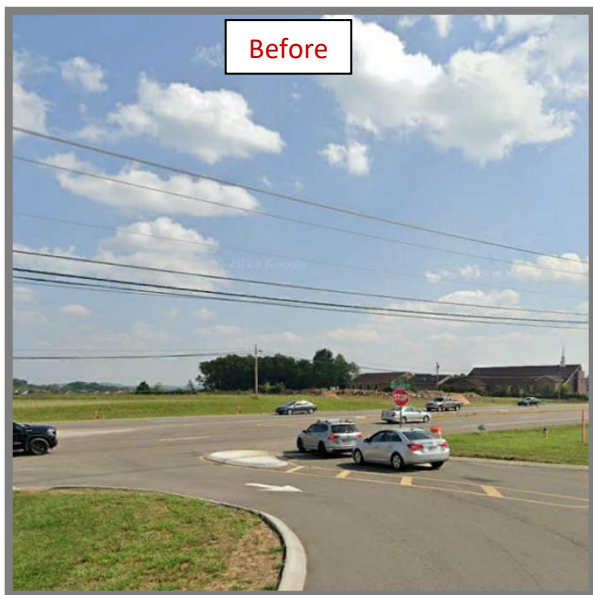
(15) Any Antenna or Tower that is not operated for a continuous period of 12 months shall be considered abandoned and the owner of such antenna or tower, as well as any shared user(s) of the Tower or Antenna, shall remove same within 90 days of receipt of notice from the City notifying the owner and shared user(s) of such abandonment. If such Antenna or Tower is not removed within said 90 days, the City may remove or have the Structure removed at the owner's expense. **The applicant will comply.**



Staff has reviewed the PUD revision approval and found that this tower will align with the requirements of this ordinance as it pertains to towers. Staff will work closely with the developer to ensure compliance. Any future modifications to this plan will necessitate a revision of the PUD.

MONOPINE PHOTOSHOP IMAGES, MANUFACTURER IMAGES & REAL-LIFE IMAGES







REVIEW PROCESS

The Development Review Committee evaluated the proposed PUD revision at its April 2025 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized below.

The tower has been reviewed under the requirements of **4.3.9.E.rr**.

As required by **8.5.4.D** of the Zoning Ordinance, staff posted signs on the subject property, mailed letters to adjacent property owners, and published notice of the Planning Commission's meeting in newspapers of general circulation.

Section **8.5.21** of the Zoning Ordinance directs the Planning Commission to review any and all Planned Unit Developments for conformity with the standards of the Ordinance.

The Planning Commission is the **recommending body** for PUD revisions that are major in nature under **8.3.3.B.8** of the Zoning Ordinance.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its January 2025 meeting. A full list of comments and the applicant's responses is provided in the agenda packet. Some key comments are noted below.

Planning - NEPA (National Environmental Policy Act) will be a condition of approval.

Engineering - Access easement shall have a provision allowing adjustment in the future to accommodate modification.

FCC LAWS REGARDING TOWERS

Section 704 of the 1996 Telecommunications Act contains several key provisions affecting the authority of municipalities to regulate the placement of towers for cellular telephones, personal communications services, and other similar transmitters. Generally, the act preserves municipal zoning authority as it relates to radio towers and their siting, but it also creates three key protections for firms seeking to erect a tower:

- Local ordinances may not “unreasonably” discriminate among providers of functionally equivalent services. Tower siting policies must not favor one company, or one technology, over another;
- Local government may not impose a blanket prohibition against the placement of telecommunications towers; and
- Local ordinances may not impose more stringent “environmental effects” limits on radio frequency emissions than those adopted by the Federal Communications Commission (FCC).

A municipality would do well to encourage colocation of telecommunications facilities — essentially the sharing of a single tower by multiple telecommunications services. Such practices have the potential to reduce the proliferation of towers. Federal law encourages this practice and gives cities some leverage to assure that legitimate efforts are made to effect colocation. 47 U.S.C. 251(c)(1) and 47 U.S.C. 251(c)(6) discuss the “duty” of telecommunications service to negotiate in good faith for colocation opportunities. Municipal ordinances should reflect this obligation, and final tower approval should depend on an applicant's demonstration of these efforts. Federal law allows cities to deny construction permit applications for telecommunications towers. The denial, however, must be based on a reasoned approach, otherwise the FCC is authorized to pre-empt the local decision and grant the construction permit. Without adopting a telecommunications tower policy, it is doubtful that a municipality's denial of a construction permit will be seen as resulting from a reasoned approach.

SAMPLE MOTIONS

Positive Recommendation with Conditions:

Move to send a positive recommendation on the PUD Revision for the preliminary PUD Master Plan as presented and find that the tower conforms to the applicable zoning ordinance, [subject to a condition of approval that the NEPA report meets the requirements of the Zoning Ordinance].

Positive Recommendation with Conditions (Applicant's Condition Request):

Move to send a positive recommendation on the PUD Revision for the preliminary PUD Master Plan as presented and find that the tower conforms to the applicable zoning ordinance, [subject to a condition of approval that the NEPA report meets the requirements of the Zoning Ordinance and to incorporate the engineered 44' fall zone radius (as depicted in the site design and described in the supplied documentation) will satisfy the requirements of **Article 4.3.9.E.rr.5**].

Defer for Continued Review:

Move to find that there is insufficient information to make a decision, defer the application for continued review, and request that the applicant provide: [list additional information] for review at the next regularly scheduled meeting of the Planning Commission.

Negative Recommendation:

Move to send a negative recommendation on the PUD Revision for the preliminary PUD Master Plan presented does not conform to the applicable zoning ordinance, the Subdivision Regulations, or the approved Preliminary Plat [list specific deficiencies].



**APPLICATION FOR APPROVAL BY VOGUE TOWERS II, LLC, AND
CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS FOR THE CONSTRUCTION
OF A WIRELESS COMMUNICATION FACILITY**

Application: For City of Columbia approval by Vogue Towers II, LLC (“Vogue Towers”) and Cellco Partnership, d/b/a Verizon Wireless (“Verizon”), together “Applicant” for the zoning approval for a proposed multi-provider wireless communications facility.

Site Name: Lanton (TN-5001)

Project Description: Vogue Towers proposes to construct a multi-provider 105’ monopine tower (105’ structure with 5’ lightning rod, overall height 110’) within a fenced compound area (see attached design drawings for details). This facility will have provisions for multiple wireless providers, satisfying the purpose of the City’s ordinance to reduce the need for new towers.

Parcel Address: 2494 Nashville Hwy, Columbia, TN, Parcel #051 007.01

Property Owner: Christ our Savior Evangelical Lutheran Church

Narrative:

The wireless industry is continually improving networks to best meet the needs of the community. In the present case, the increase in usage at existing locations requires a new tower. The purpose of this proposed wireless communications facility will be to provide improved wireless service quality and safety to the area, specifically to customers and residents in and around this area of Columbia.

As the demand for wireless continues to increase with the use of “smart phones” there is an increased need for wireless telecommunications infrastructure to keep up with the demand. Per CTIA’s 2024 Annual Survey, *“Demand for wireless data continued to skyrocket in 2023, with Americans using more than 100 trillion MBs – enough data for every single US Household to watch the first season of House of the Dragon every day for the entire year.”* 100T MB is almost a 2x increase over data usage just two years ago (2021) and is more data than was used between 2010-2018 combined. 2023 wireless traffic totaled over 2.1 trillion messages (SMS and MMS), or 67,000 messages/second, and over 2.4 trillion minutes of talking via wireless connections.

As network traffic increases on a given wireless network, additional facilities are needed to provide consumers with quality, high-speed mobile broadband. Each wireless telecommunications facility can only process a fixed amount of service and/or cover so far, and this tower is needed to provide additional coverage and capacity for this portion of the community as per CTIA there are now 558 million connections in America, or 1.6 connections for every American. Greater signal strength is needed to adequately penetrate the buildings and provide reliable voice and improved data throughput rates for wireless subscribers.

This proposal is to construct a multi-provider wireless communications facility. Applicant will lease the use of space and access as shown on the site plan. Within that area, there will be an approx. 2,500 sq/ft fenced compound providing room for Verizon Wireless and other wireless providers such as AT&T, T-Mobile, and DISH to place equipment cabinets/buildings within the compound of the new tower. In addition, Vogue Towers makes space available to local E911 and first responders at no cost, whenever possible.

Consideration of this application should not, however, be limited to examining how successfully Vogue Towers has mitigated any negative impact through design and location. The positive impact of the site should be given full weight as well. We live in a society where our wireless devices have become an essential tool for daily living, a necessity with approximately 80% of E911 calls (of an est. 240 million) being made from wireless devices each year and more than 7 out of 10 adults living in wireless-only households, 72.6% as of 2022 (*National Center for Health Statistics*). These figures peak among younger demographic ranges for wireless only adults, the next generation of homebuyers and entrepreneurs, with 25-29 at 87.6%, and 30-34 at 88.4%. Furthermore, the benefits of this site to the community go beyond just convenience for residents and businesses where 80% of consumers now consider wireless service “indispensable” (*CTIA*). Quality wireless service is part of the critical infrastructure necessary for public safety and first responders in emergency situations such as accidents, crimes, health incidents or natural disaster. Given the design, location and benefits provided by this proposed site, and lack of significant impacts, approval of this application is respectfully requested.

ARTICLE 4: BUILDING, LOT & BUILDING SITE TANDARDS

am. Wireless Communication Facilities other than Communications Towers shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) *The requirements set forth in this Section 4.3.9.D.6.n. shall govern the location of Towers that exceed, and antennas that are installed at a height in excess of 70 feet. The height limitations applicable to Buildings and Structures shall not apply to Towers and Antennas.*
- (2) *Antennas or Towers located on property owned, leased, or otherwise controlled by the CITY shall be exempt from the requirements of this subsection, provided a license or lease authorizing such Antenna or Tower has been approved by City Council. N/A, property is owned by Christ our Savior Evangelical Lutheran Church.*
- (3) *This Section shall not govern any Tower, or the installation of any Antenna, that is under 70 feet in height and is owned and operated by a federally – licensed amateur radio station operator or is used exclusively for receive – only Antennas. N/A*
- (4) *The following requirements must be met:*

- (a) *Site and landscape plans drawn to scale and landscape plans drawn to scale; Site and landscape plans included in attached design drawings.*
- (b) *A report including a description of the Tower with technical reasons for its design; The proposed monopine tower consists of an eighteen-sided monopole structure, tapered from bottom to top. The structure, foundation and anchor bolt designs are based strictly on ANSI/TIA-222 as amended (currently Rev H). Monopole materials are hot dip galvanized as outlined in ASTM A-123. The attached Fall Zone Letter provides additional explanation as to tower design parameters, including Risk Category, Site Exposure Category, Topographic Category and Environmental Loading.*
- (c) *Documentation establishing the structural integrity for the Tower's proposed uses, certified by a professional engineer licensed in the State of Tennessee competent in such design, the general capacity of the Tower and information necessary to assure that ANSI (American National Standard Institute) standards are met; See attached tower manufacturer design.*
- (d) *A statement of intent whether excess space on the Tower will be leased; See attached letter.*
- (e) *Proof of ownership of the site or a copy of the owner's authorization to use the site; See attached (recorded) Memorandum of Option to Lease between Applicant and property owner.*
- (f) *Copies of any Easements necessary to gain access or limited Development areas; Easements noted on survey included in design drawings.*
- (g) *An analysis of the site containing existing topographical contours; Topographical contours are depicted on survey and addressed in the grading plan included in the attached design drawings.*
- (h) *A written opinion from an appropriate authority that the soils and underlying materials will support the intended Structure; The Engineer of Record for the site civil design has reviewed and approved all related design elements as noted in the design drawings, considering typical soils for the region. All sites are drilled for geotechnical data and that information, including boring log and engineer analysis, are provided to the tower manufacturer as part of their engineered design of the tower and foundation.*
- (i) *Evidence that the Tower facility meets technical emissions standards set by the FCC (Federal Communication Commission); See attached letter from Co-Applicant, Verizon Wireless.*
- (j) *Evidence of "Determination of No Hazard" from the FAA (Federal Aviation Administration), as well as all required FCC permit information; Applicant complies, receiving a "Determination of No Hazard to Air Navigation" from the FAA (2025-ASO-245-OE). In addition, Applicant utilizes a 3rd party to review their locations in conjunction with the FAA filing. The attached report from Airspace Safety Analysis & Compliance (ASAC) evaluated the proposed tower in accordance with the requirements specified by the FAA under Federal Aviation Rules part 77 and found that this proposed tower is not a hazard to air navigation. The approved FAA will be amended for the reduced overall height of the proposed tower as amended.*
- (k) *Alternatives to the Tower location and why this site was selected; and Applicant contacted Edwards Real Estate, Dean Norton and Beasley's Yard, none of which 3 were interested. We initiated discussions Middle Tennessee Ag Research Station, and they were initially interested but then stopped responding. We also spoke to Bell Group and could not come to financial terms. We tried to reach Pantall Farms with voicemail and a letter but never received a response. Christ our Savior Lutheran Church said expressed and maintained interest. The attached Real Estate Candidates map highlights the various parcels attempted.*

(l) *Evidence that the site complies with requirements of the NEPA (National Environmental Policy Act) in regard to impact on wildlife, endangered species, historical sites, Native American religious sites, floodplains, wetlands, high intensity white lights in Residential neighborhoods ,and frequency emissions in excess of FCC guidelines. Applicant's site development process includes completing the National Environmental Policy Act (NEPA) review process, which includes consultation with State Historical Preservation Office, Tribal Historical Preservation Office, US Fish & Wildlife, and others to evaluate any impact of the proposed facility at this location. The NEPA process is ongoing, and Applicant is happy to make the final NEPA report a condition of approval. Addressing high intensity white lights, as described in (j) above, the proposed tower has been approved by the FAA and does not require any lighting.*

(5) *Towers may be built on the same Lot or Building Site with another Principal Use. A separation a minimum of the Tower height between the Tower and any other Principal Use is required in order to provide for the health, safety and welfare of individuals and Structures occupying the same site. Joint use is prohibited on a Lot or Building Site where a proposed or existing Principal Use includes the storage, distribution or sale of volatile, flammable, explosive or hazardous wastes such as LP gas, propane, gasoline, natural gas and corrosive or dangerous chemicals. Applicant has sited the proposed facility with setbacks in mind, complying with the 100% setback requirement to the property owner's future development as depicted in the attached design drawings. However, if a motion is made to approve with conditions, Applicant requests a condition be included to incorporate the engineered 44' fall zone radius described below into the PUD amendment for this property to satisfy this provision of the ordinance. Applicant is proposing a 105' monopine (110' overall), a self-supporting tubular tower structure, similar to ones used for utility lines. Applicant is providing documentation outlining the design characteristics of the reduced "fall zone" area in the form of the attached engineer stamped letter. Per the attached and sealed "Fall Zone" letter, the Tower will be designed such that the top 40% will collapse over onto itself in the event of a catastrophic failure, reducing the impacted area via a reduced "fall zone" that will be contained within the reduced boundaries of thinner setback radius in the attached design drawings of 44'. This is accomplished by overdesigning the bottom portion of the structure. Specifically, the tower base and its foundation are designed to carry the entire force applied to the tower (Force X); however, When the top 40% of a monopole telecommunications tower collapses or is otherwise removed, it results in a reduction of base moment by approximately 30% to 45%, depending on wind exposure category, tower geometry, and site-specific wind conditions. The base and foundation were originally designed to resist the full-height wind and structural loading. However, in the scenario where the top 40% of the tower is no longer present, the base and foundation will experience reduced demand. As the design drawings depict, incorporating this engineering into the design, the fall zone area is greatly reduced and contained within a much smaller area*

(6) *Towers 80 feet or more in height shall be located on the Lot so that the distance from the base of the Tower to any adjoining property line or supporting Structure of another Tower is a minimum of 100% of the proposed Tower height. No Variance shall be granted from this minimum setback requirement. As depicted in the attached design drawings, Applicant complies.*

(7) *Except as specifically required by the FAA (Federal Aviation Administration) or the FCC (Federal Communication Commission), transmission Structures shall: **Applicant will comply.***

(a) *use colors such as gray, blue or green which reduce their visual impacts; provided, wooden poles do not have to be painted; and As depicted in the attached design drawings and photo simulations, Applicant is proposing a stealth monopine tower structure. The pole will be painted brown with the branches starting at approx. the*

halfway point. If the City prefers a traditional monopole structure, the property owner has indicated they would be open a different structure.

(b) *not be illuminated, except equipment shelters may use lighting for security reasons which is compatible with the surrounding neighborhood; Applicant complies.*

(c) *not use strobe lights unless specifically required by FAA. Applicant complies (see 4(j) above).*

(8) *Any proposed Tower shall be structurally designed so as to accommodate the minimum number of foreseeable shared users. Applicant's design incorporates space on the tower and ground for a minimum of three wireless providers, including Co-Applicant, Verizon Wireless.*

(9) *No advertising or display is permitted on any Communication Tower. Applicant will comply, only posting signage on the fence or gate for site identification, emergency contact or as required by federal agencies.*

(10) *Any Accessory Buildings or Structures shall be located a minimum of 50 feet from any adjoining property line. Except for emergency purposes, the accessory facilities may not include offices, long-term vehicular storage, other outdoor storage, or broadcast studios, unless the Use is permitted in the District. Applicant will comply.*

(11) *The Tower base and equipment area shall be enclosed with a fence no less than six feet in height. Access shall be locked at all times when the site is not occupied. Applicant complies, see attached design drawings.*

(12) *Where the Tower site abuts or is contiguous to any Residential District, there shall be provided a continuous, solid Screening and it shall be of such plant material as will provide an evergreen Screen. Screening as required herein shall be not less than four feet in height at the time of planting and shall be permanently maintained. See attached landscape buffer design and tree preservation plan in the attached design drawings. In addition, the site has been located to utilize the natural vegetation buffer of the wooded area on the property.*

(13) *Location on any other Structure other than a Tower (i.e. water tank, utility poles, roof tops, etc.) is permitted subject to the provisions listed above relating to a Tower location. The attached Nearby Structures table and map illustrate that there are no existing tower structures within one mile of the Applicant's location, the closest broadband structure being approx. 1.62 miles away, with Verizon Wireless located on this structure. There are also no structures capable of meeting the coverage objective within the immediate area.*

(14) *Co – location on Towers is encouraged. See (13) above.*

The Zoning Administrator has authority to approve a co – location on an existing Tower subject to:

(a) *receipt of a letter from a licensed engineer stating that the Tower is structurally adequate to handle the additional load; and*

(b) *the FCC technical emissions standards not being exceeded.*

Any Antenna or Tower that is not operated for a continuous period of 12 months shall be considered abandoned and the owner of such antenna or tower, as well as any shared user(s) of the Tower or Antenna, shall remove same within 90 days of receipt of notice from the City notifying the owner and shared user(s) of such abandonment. If such Antenna or Tower is not removed within said 90 days, the City may remove or have the Structure removed at the owner's expense. Applicant will comply.

As provided for in this application package, Vogue Towers is requesting approval of their application as identified above per the conditions and specifications of the City's Ordinance, **ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS**; am. Wireless Communication Facilities other than Communications Towers. Wireless service is increasingly considered a public necessity as it is often the only means citizens have to emergency services. The location and character of the use, if developed according to the plan submitted and recommended, will be in harmony with the area in which it is to be located. The proposed wireless telecommunications facility will meet the infrastructure needs of this area and will provide additional access to emergency services, if needed.

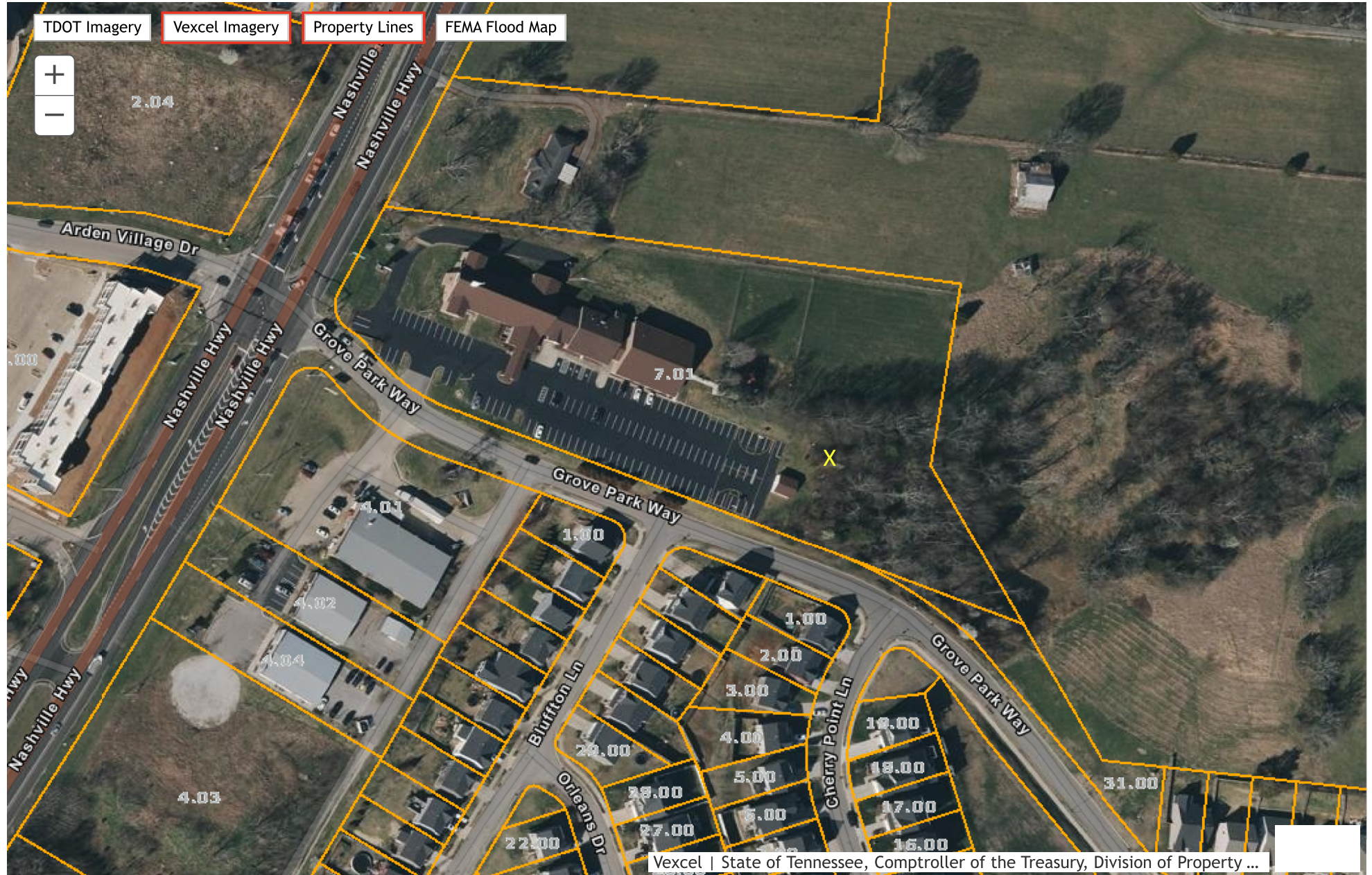
Respectfully submitted,

Pat Troxell-Tant

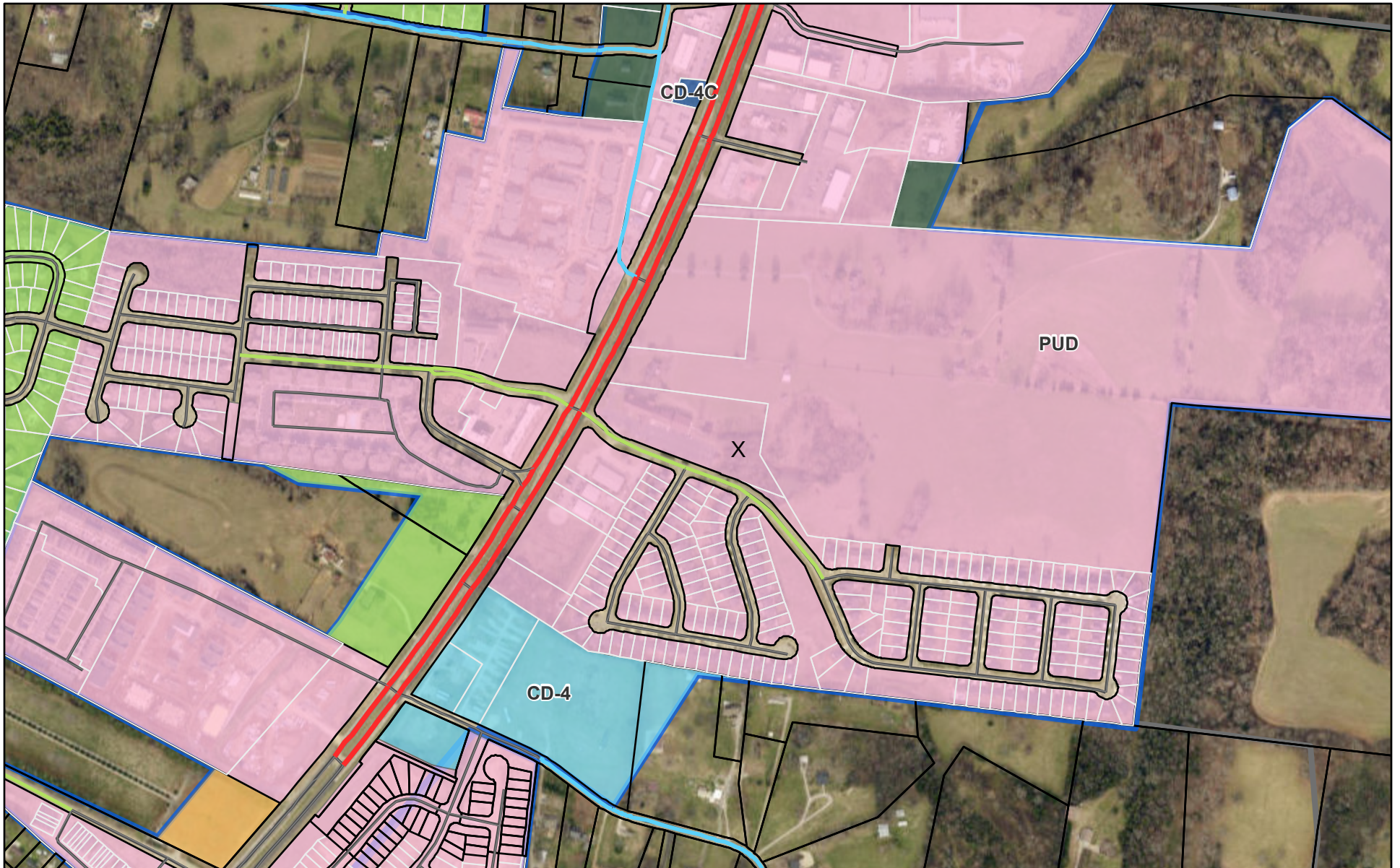
Pat Troxell-Tant
President of Development
Vogue Towers II, LLC



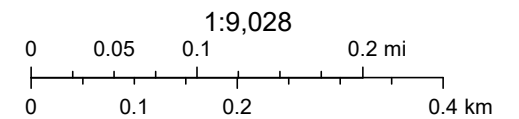
Tennessee Property Viewer



City of Columbia GIS Mapping



August 8, 2024





430 Chestnut Street – Suite 101-B
Chattanooga, TN 37402

423-269-7455

Voguetowers.net

February 21, 2025

City of Columbia, TN
Attn: Austin Brass
700 N Garden St
Columbia, TN 38401

RE: Proposed Tower, Article 4, am.(4)(d), Collocation Letter of Intent
Vogue Tower Site – Lanton
Vogue Tower Site # - TN-5001
Parcel ID: #051 007.01

Dear Mr. Brass:

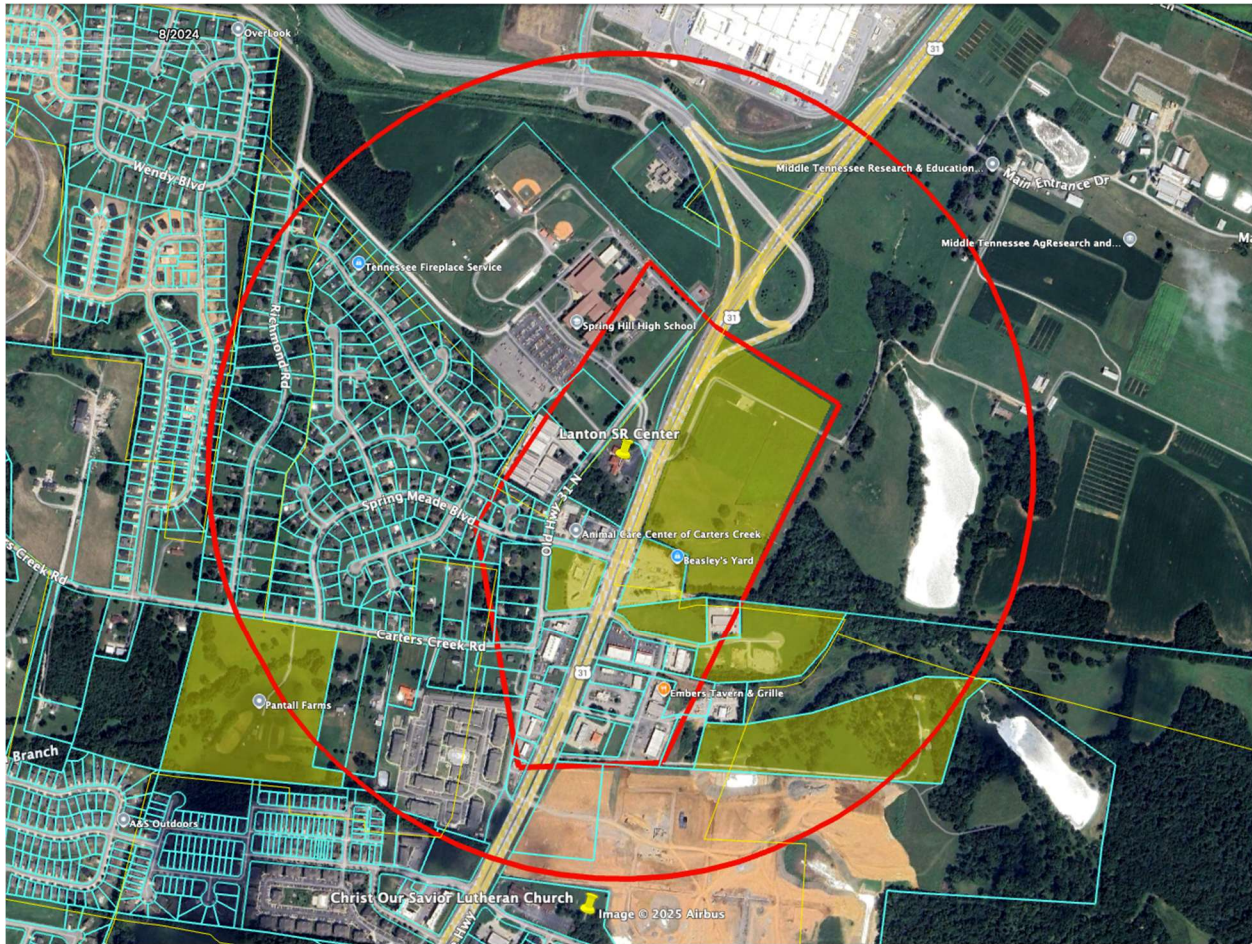
This letter is provided as confirmation that the new Tower will be designed to accommodate the collocation of additional antennas for future users and Applicant confirms to leasing excess space on the Tower to such users utilizing standard industry terms and rates, per the above reference section of the City's ordinance. Vogue Towers is not a wireless provider but is a developer of multi-provider wireless communications facilities. As such, Vogue's facilities are designed to accommodate multiple providers. The current design drawings included in this application package illustrate this design intent.

Respectfully submitted,

Patricia Troxell-Tant

Patricia Troxell-Tant
President
Vogue Towers II, LLC

Real Estate Candidate Search



Applicant contacted Edwards Real Estate, Dean Norton and Beasley's Yard, none of which 3 were interested. We initiated discussions Middle Tennessee Ag Research Station, and they were initially interested but then stopped responding. We also spoke to Bell Group and could not come to financial terms. We tried to reach Pantall Farms with voicemail and a letter but never received a response. Christ our Savior Lutheran Church said yes. Those are all highlighted yellow on the aerial above.

Name	Latitude	Longitude	FCC ASR#	Distance (miles)	Comments
Vogue Towers	35.705626	-86.974395	Pending	N/A	<i>Candidate Location</i>
Crown Communications LLC	35.7145	-87.001	1205701	1.62	<i>Appears to be 2+ carriers, including Verizon</i>
TVA	35.7217	-86.9737	None	1.11	<i>Inside TVA facility, likely direct bury pole.</i>
TVA (2)	35.7411	-86.9633	None	2.53	<i>Inside former plant, likely direct bury pole.</i>

Vogue Towers - Lanton

Nearby Structures
.5 mile radius





Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Locations of the photosims.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 1 before the photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims

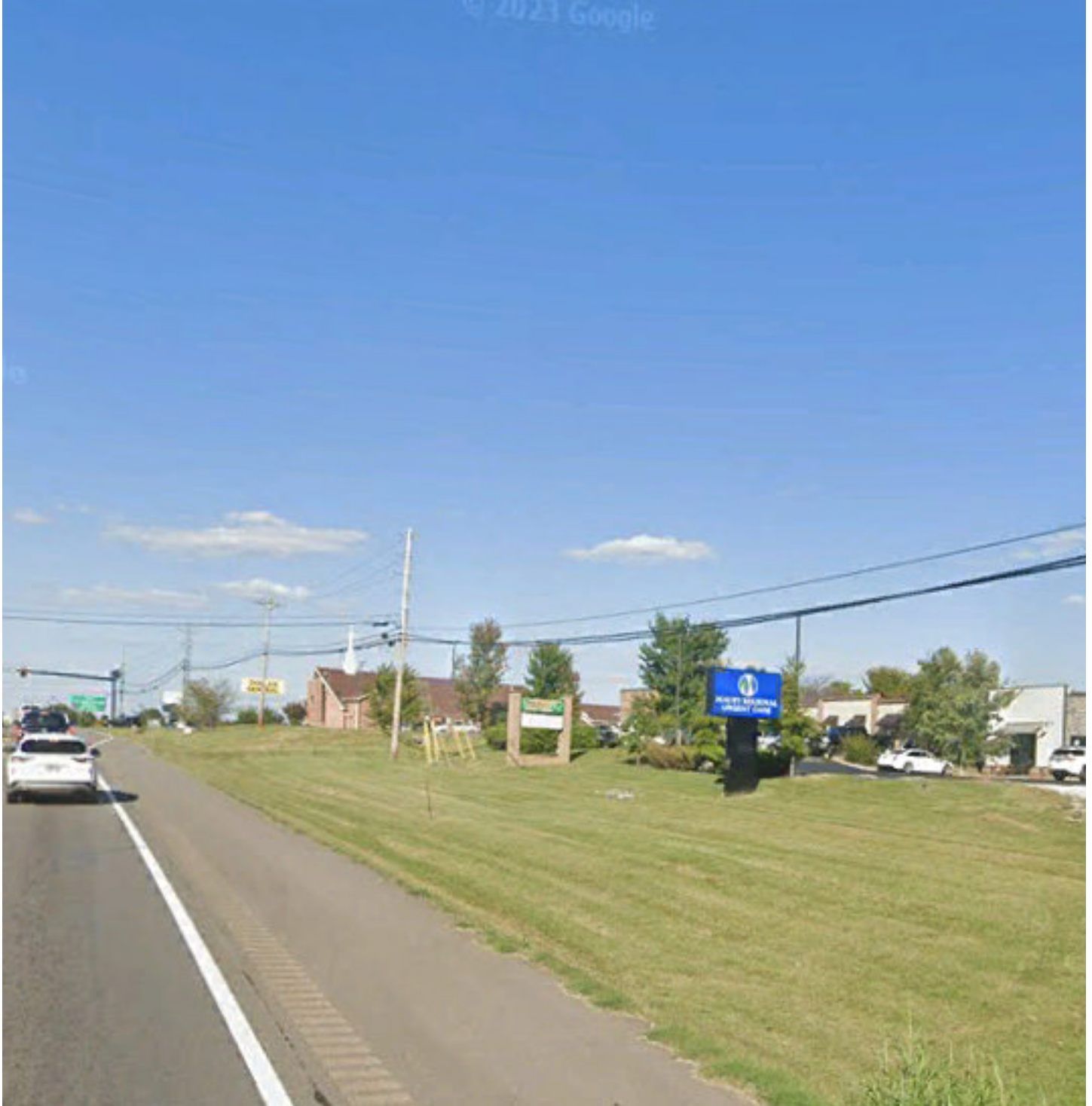


Notes: Location 1 after photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims

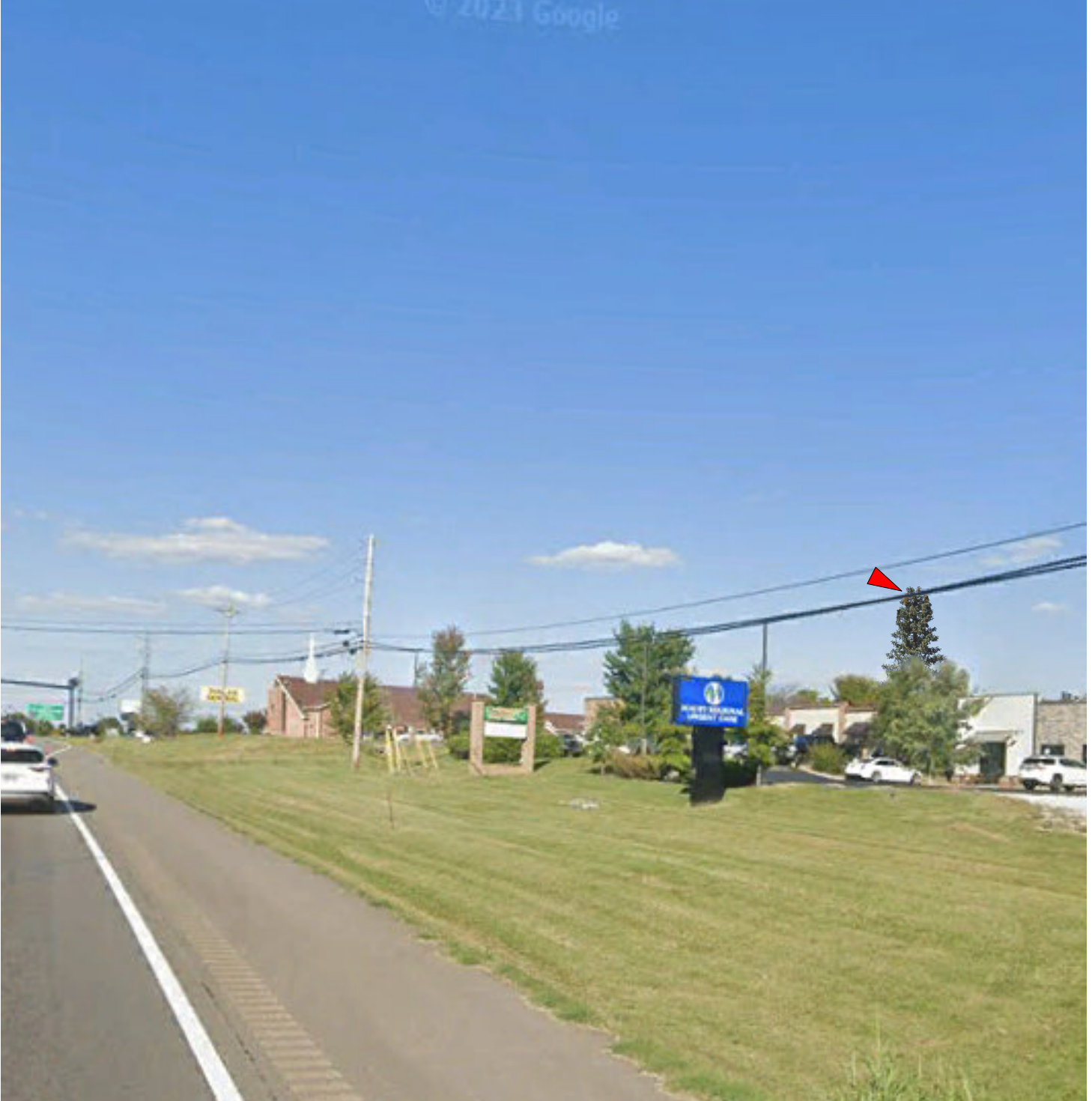


Notes: Location 2 before photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 2 after photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 3 before photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 3 after photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 4 before photosim.



Gen7 Engineering, LLC
8807 Consolidated Drive
Soddy Daisy, Tennessee 37379

Lanton PhotoSims



Notes: Location 4 after photosim.



November 14, 2024

Transmitted via email to janet@voguetowers.net

RE: Verizon Colocation on Vogue Macro Monopole Site Located at: Grove Park Way, Columbia, TN 38401

To Whom It May Concern,

This is in response to your inquiry to Verizon concerning interference to your existing telecommunications devices and services related to Verizon's proposed facilities at Grove Park Way, Columbia, TN 38401. Verizon provides Commercial Mobile Radio Services (CMRS) under licenses granted by the Federal Communication Commission (FCC). Pursuant to these licenses, Verizon is authorized to operate its CMRS network in many geographic areas throughout the nation, including the above noted location.

The FCC exclusively regulates all technical aspects of Verizon operations and network and preempts all state and local regulation of radiofrequency transmissions. The FCC rules protect co-channel and adjacent licensees against harmful interference. The above noted proposed Verizon facility is compliant with all applicable FCC requirements. The points below cover Verizon's practices pertinent to complying with the FCC requirements:

1. Verizon locates its transmitting antenna(s) in order to maximize vertical and horizontal separation from other operator's systems to minimize interference potential.
2. All equipment at the proposed facility is designed and certified to operate within the frequencies licensed to Verizon by the FCC, and to operate in a manner approved by the FCC.
3. The power levels generated by the facility's radios and corresponding effective radiated power (ERP) from the transmitting antenna(s) are within the limitations specified by Part 22 (for cellular), Part 24 (for PCS), Part 27 (for 700 MHz, AWS or C-Band), Part 96 (for CBRS), Part 30 (UMFUS/mmWave) or Part 101 (for microwave) of the Commission's Rules.

Verizon is committed to providing state of the art wireless services that benefit your community. In the unlikely event that interference does occur, Verizon agrees to fully cooperate with the entity experiencing interference to identify and correct, to the extent reasonably possible, any issues caused by the Verizon installation.

Please contact your local Verizon resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Jamison Tyler	SE-Regulatory@verizonwireless.com	NA

Sincerely,

Minny Vidhya Duggirala
Manager-RF System Design
Verizon

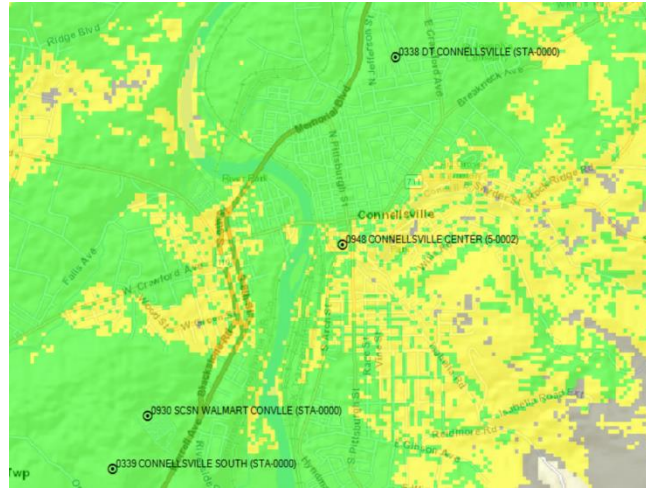
Introduction:

Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility (WCF). Most WCF provide a mixture of both capacity and coverage for the benefit of the end user.

Coverage describes the existence or lack of wireless service in an area. The request for improved service often comes from our customers or emergency services personnel that have no service or poor service. Coverage used to refer to the ability to make or place a call in vehicles, however, as usage patterns have shifted, coverage is now determined based on whether or not sufficient WCF exist to provide a reliable signal inside of buildings and residential areas, as well. Historically, when wireless was still in its infancy, coverage was the primary means to measure the effectiveness of the network in a given area.

Capacity is the metric used to determine if sufficient wireless resources exist and is now the primary means to measure how a community's wireless needs are being addressed. "Five bars" no longer means guaranteed coverage and capacity because each WCF has a limited amount of resources to handle voice calls, data connections and data volume. When these limits are reached and the WCF becomes overloaded (meaning there is more demand than signal to service it), the user experience quickly degrades preventing customers from making/receiving calls or getting applications to run. A WCF short on capacity could also make internet connections time out or delay information to emergency response personnel.

Explanation of Wireless Coverage



Coverage is best shown via coverage maps. RF engineers use tools that take into account terrain, vegetation, building types, and WCF specifics to model the existing coverage and prediction what we expect to see with the addition of a proposed WCF.

Coverage also changes depending on which frequencies are used. Most phones today use 3G at 800 MHz or 4G at 700 MHz spectrum which are considered low frequencies. Low frequencies can travel further distances than then the higher 1900 MHz and 2100 MHz frequencies now being employed due to increased capacity demands. Operating at higher frequencies makes it necessary for carriers to install substantially more wireless facilities to achieve the same coverage as one tower operating on the lower frequencies.

Explanation of Wireless Capacity



Capacity is the amount of resources that a WCF has to service customer demand. Verizon utilizes sophisticated programs and customer feedback to monitor current usage trends and to forecast future needs. Because it takes an average of 2-3 years to complete a WCF, we have to start the process of adding a new WCF several years in advance of when the WCF will be needed.

Location, Location, Location. A good capacity WCF needs to be in the center of a user population which insures that traffic is evenly distributed around the WCF. A typical WCF is configured into three sectors (like a pie cut into three pieces), with each slice (sector) having 33% of the WCF resources. If one sector is under-utilized, it's resources can not necessarily be diverted to another sector. Therefore, optimal performance is only obtained when all three sectors have an even traffic distribution.

Explanation of Wireless Data Growth

Wireless Data Growth

Each year Verizon sees large increases in how much data its customers need. As the resolution of the pictures we send increases, the quality of the video we watch improves and the complexity of the applications grow, we commonly see tremendous growth year-over-year.

- 240 million 911-calls are made annually. In many areas, 80% or more are from wireless devices.¹
- The average North American smartphone user will consume 48 GB of data per month in 2023, up from just 5.2 GB per month in 2016 and 7.1 GB per month in 2017.²
- More than one-half of American homes had wireless only homes.³
- In North America, the average household has 13 connected devices with smartphones outnumbering tablets 6 to 1.⁴

Machine to Machine communications will also increase the data burden on wireless networks, as over the next five (5) years more and more services that improve our safety and make our lives easier will be available over the wireless infrastructure , such as:

- Cars that notify 911 when an airbag deploys.
- “Driverless” cars needing traffic data and maps to reach your destination as quickly as possible.
- Medical monitors that will alert us should a loved one neglect taking their prescription drugs.
- Home alarms that notify you when your child arrives home from school.
- Smart street lights that notify the city when they are not working.
- City garbage cans that let people know when they need to be emptied.
- Tracking watches will aid in finding lost Alzheimer patients.

1. National Emergency Number Association, 9-1-1 Statistics (January 7, 2019)

2. Ericsson Mobility Report, November 2017

3. CDC's 2018 Wireless Substitution: Early Release of Estimates From the National Health Interview Survey, January-July, 2018

4. IHS Market Connected Device Market Monitor: Q1 2016 , June 7, 2016

Radio Emission Safety...

A common question received is “Are the radio emissions safe?”

Verizon goes to great effort to ensure that all of its projects meet the standards established by the FCC to ensure safety of the public and its employees. The links below are to three reputable organizations that have performed extensive reviews of the science available on this subject and have good educational articles on the results of their research.

World Health Organization

<http://www.who.int/peh-emf/about/WhatisEMF/en/index1.html>

America Cancer Society

[http://www.cancer.org/cancer/cancercauses/othercarcinogens/athome/wireless facilityular-phone-towers](http://www.cancer.org/cancer/cancercauses/othercarcinogens/athome/wirelessfacilityular-phone-towers)

FCC Radio Frequency Safety

<https://www.fcc.gov/general/radio-frequency-safety-0>

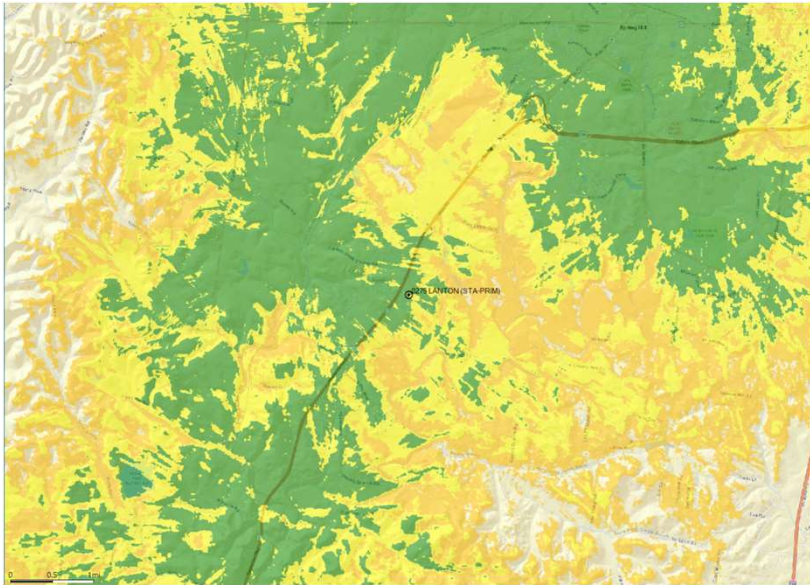
Lanton RF Plots



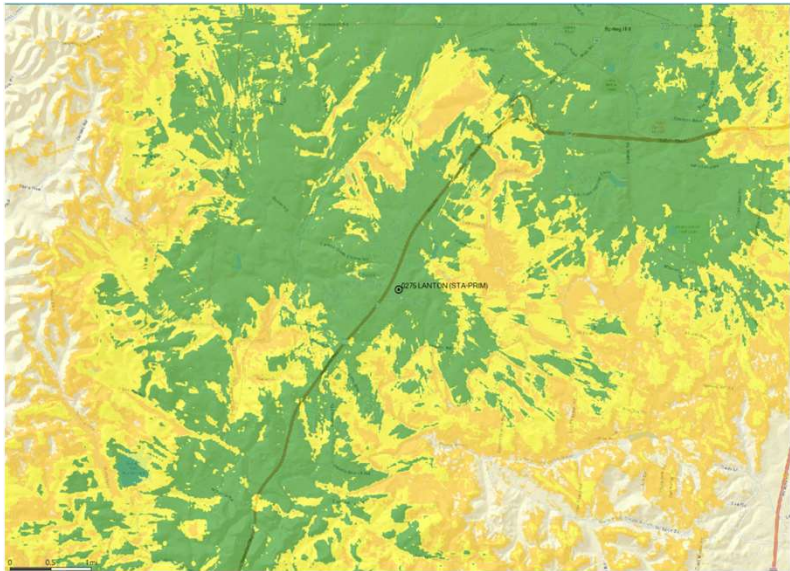
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Plots - Pre and Post 700MHz RSRP Coverage

Pre



Post



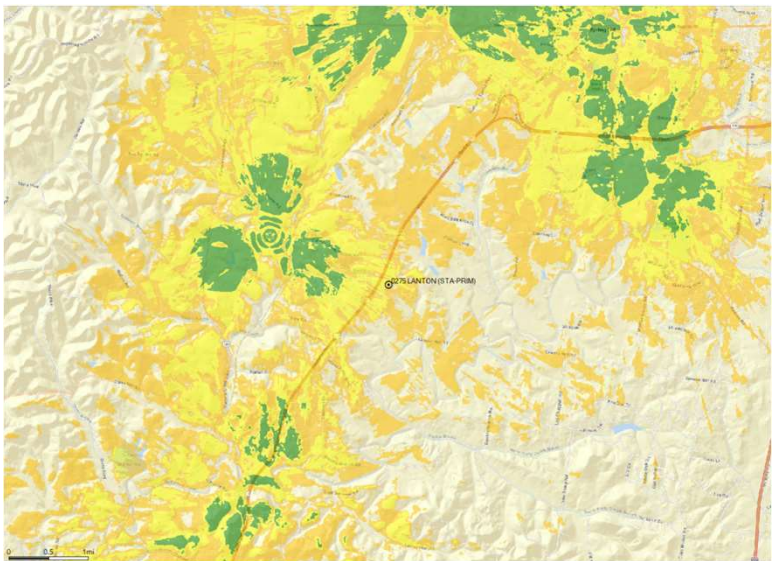
Coverage Level	Color
In-Building	Green
In-Vehicle	Yellow
On-Street	Orange



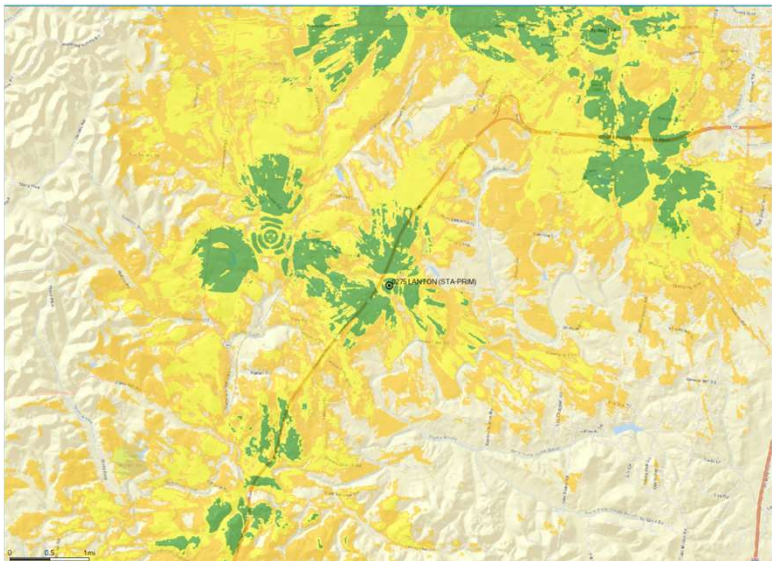
Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Plots - Pre and Post 2100 MHz RSRP Coverage

Pre



Post



Coverage Level	Color
In-Building	Green
In-Vehicle	Yellow
On-Street	Orange



Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

June 05, 2025

Attn: **Vogue Towers II, LLC**
430 Chestnut St., Suite 101B
Chattanooga, TN 37402

Re: **Fall Zone Letter for Proposed 105' Monopole (Excluding 5' Lightning Rod)**

Site Name: Lanton
Address: Grove Park Way, Columbia, TN 38401
Building Code: IBC 2018
Design Standard: ANSI/TIA-222-H

Dear Vogue Towers II,

Strut Engineering & Investment, Inc (Strut E&I, Inc) has reviewed the proposed Vogue Tower communications tower installation at the above-mentioned site. The project will contain a monopole-type antenna support tower with a height of 105' above ground level (AGL). The monopole structure is made up of hot dipped galvanized high strength steel tubing that is typically 48-60" diameter at its base and tapering to 18" diameter at the top.

The antenna cables will be routed from the ground-based equipment up the inside of the pole to the proposed antenna rad center. The tower manufacturer shall supply structural design drawings prepared by a licensed Structural Engineer in the State of Tennessee at the time of Building Permit submission for review by the County before construction can commence.

The tower will be designed in accordance with the Tennessee State Building Code and International Building Code (IBC). Both of these codes have adopted the Telecommunications Industry Association/Electronics Industry Association Standards (ANSI/TIA-222-H). These standards dictate the design of all communications towers and take into consideration the following parameters:

1. Structure Risk Category/Class
Category/Class is chosen based upon the function of risk to human life, potential damage to property in the event of failure and the type of services that the tower will provide (i.e. essential communications vs. services that are optional)
2. Environmental Loading
Includes wind, ice, and seismic loads based upon local county-based data
3. Site Exposure Category
Category is chosen based upon "surface roughness" of local surrounding vegetation, structures and natural topography. This also impacts wind loading calculations
4. Topographic Category
Category is chosen based upon wind "speed-up" effects from surrounding topography, such as towers being located within gently rolling terrain or at the top of a hill or ridge

The design of the tower shall be such that in the unlikely event of structural failure, the monopole will collapse onto itself and not onto a street or a building. In other words, structural failure would be typical of that of a straw bending onto itself, rather than a bowling pin being knocked over. **Vogue Towers shall stipulate to the tower manufacturer/designer that the area of probable failure be located at the 60% TOTAL height (66'-0" AGL) of the monopole plus lightning rod so that only the top 40% of the monopole plus the lightning rod (top 44'-0") would collapse onto itself. This is done by over-designing the tower sections below the failure point as necessary.**

In regard to the possibility of any future corrosion of the structure, the monopole shall be constructed with hot dipped galvanized steel, similar to that of highway signs and traffic signal poles. The ANSI/TIA-222-H standards have been based in part on the American Association of State Highway and Transportation Officials (AASHTO) standards which govern the construction and design standards for those structures (which have an extremely rare rate of corrosion related failures). Furthermore, the tower owner will be required to inspect the structure at intervals stipulated by ANSI/TIA-222-H standards or as may be stipulated by the underlying municipal authority, whichever is more stringent.

A geotechnical evaluation will be conducted that will explore the subsurface conditions in the vicinity of the proposed tower and develop geotechnical engineering recommendations to facilitate the design of the tower foundation. A report will be generated that shall be utilized by the tower manufacturer/designer to prepare foundation design drawings to be submitted at the time of Building Permit submission for review by the County before construction can commence. The geotechnical report and design drawings shall all be prepared by licensed Geotechnical Engineers in the State of Tennessee.

In summary, monopole-type antenna support structures are designed for extreme wind conditions with factors of safety that result in a design that is extremely conservative. The occurrence of monopole failure is exceptionally rare and historically these structures have survived after experiencing wind speeds considerably higher than their design speeds.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

STRUT Engineering & Investment, Inc.



Emad Badiee, P.E.

Senior Structural Engineer

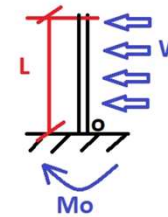
ebadiee@struteni.com

(404) 480-5555



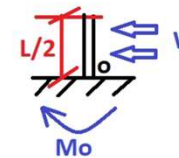
Designed Tower Fall Zones

- Towers designed per TIA-222 standards (currently Revision “H”)
- The load calculated at the base of the tower does not change
- Reduction of 50% of tower height results in applied force reduction of 75%, the remaining pole now only carries 25% of the original applied load
 - Layman’s terms, the remaining portion of the tower has a constant capacity, while the applied force is significantly decreased to 1/4th of the original applicable force. In another word, the base following a failure event is approx. 4x stronger because of the reduced applied force exerted on the tower
- Reduction of 40% of tower height from the top (bottom 60% remaining) results in applied force reduction of approx. 64%, meaning the remaining tower base and its foundation are almost 3 times stronger (100%/36%) than the maximum fore that can be applied to them when the top 40% of the tower collapses



$$M_o = (WL^2)/2$$

L =full height of the monopole



$$\begin{aligned} M_o &= (W(L/2)^2)/2 \\ &= (W(L^2/4))/2 \\ &= (WL^2)/8 \end{aligned}$$

$L/2$ =break point= half height of the monopole

Fall zone @ 60% of tower height: ✦

$$\begin{aligned} M_o &= (W (0.6L)^2)/2 \\ &= 0.36 WL^2/2 \end{aligned}$$

- Monopoles and Lattice Towers have a long history of providing safe and reliable antenna support for the telecommunications industry. In instances in which they do fail; the surrounding landscape has often been forever changed by extraordinary weather events well in excess of the required design loading.
- Both Monopoles and Lattice towers can be designed with theoretical failure points to ensure that the structure falls within a specified boundary even under extreme circumstances.
- Monopoles typically collapse like a bent straw during hurricanes or severe weather.
- All around us: In addition to supporting antennas, these same structures support lighting, power transmission lines, signage, and numerous other applications.

Designed Tower Failure





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2025-ASO-245-OE

To be amended per tower
shift within the compound.

Issued Date: 02/11/2025

Michael Sandifer
Vogue Towers II, LLC
100 North Point Center East, Suite
Alpharetta, GA 30022

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole TN-5001 Lanton
Location:	Columbia, TN
Latitude:	35-42-20.26N NAD 83
Longitude:	86-58-27.82W
Heights:	742 feet site elevation (SE) 130 feet above ground level (AGL) 872 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M Change 1.

This determination expires on 08/10/2026 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (817) 222-5915, or Rodney.H-CTR.Love@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2025-ASO-245-OE.

Signature Control No: 643365461-647029366

(DNE)

Rodney Love
Technician

Attachment(s)
Additional Information
Frequency Data

Map(s)

cc: FCC

Additional information for ASN 2025-ASO-245-OE

The FAA recognizes emissions in 3.7-3.98 GHz at this location will result in Electromagnetic Interference (EMI) as described in Airworthiness Directives (AD) 2021-23-12 and 2021-23-13. NAS services including airport and helicopter operations within a radius of 42 NM will be impacted by 5G RF emissions. Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process.

Frequency Data for ASN 2025-ASO-245-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	42	dBW
6	7	GHz	55	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1756	1780	MHz	3280	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3450	3550	MHz	3280	W
3550	3700	MHz	50	W
3700	3980	MHz	3280	W
27500	28350	MHz	31623	W
29100	29250	MHz	31623	W
31000	31300	MHz	31623	W

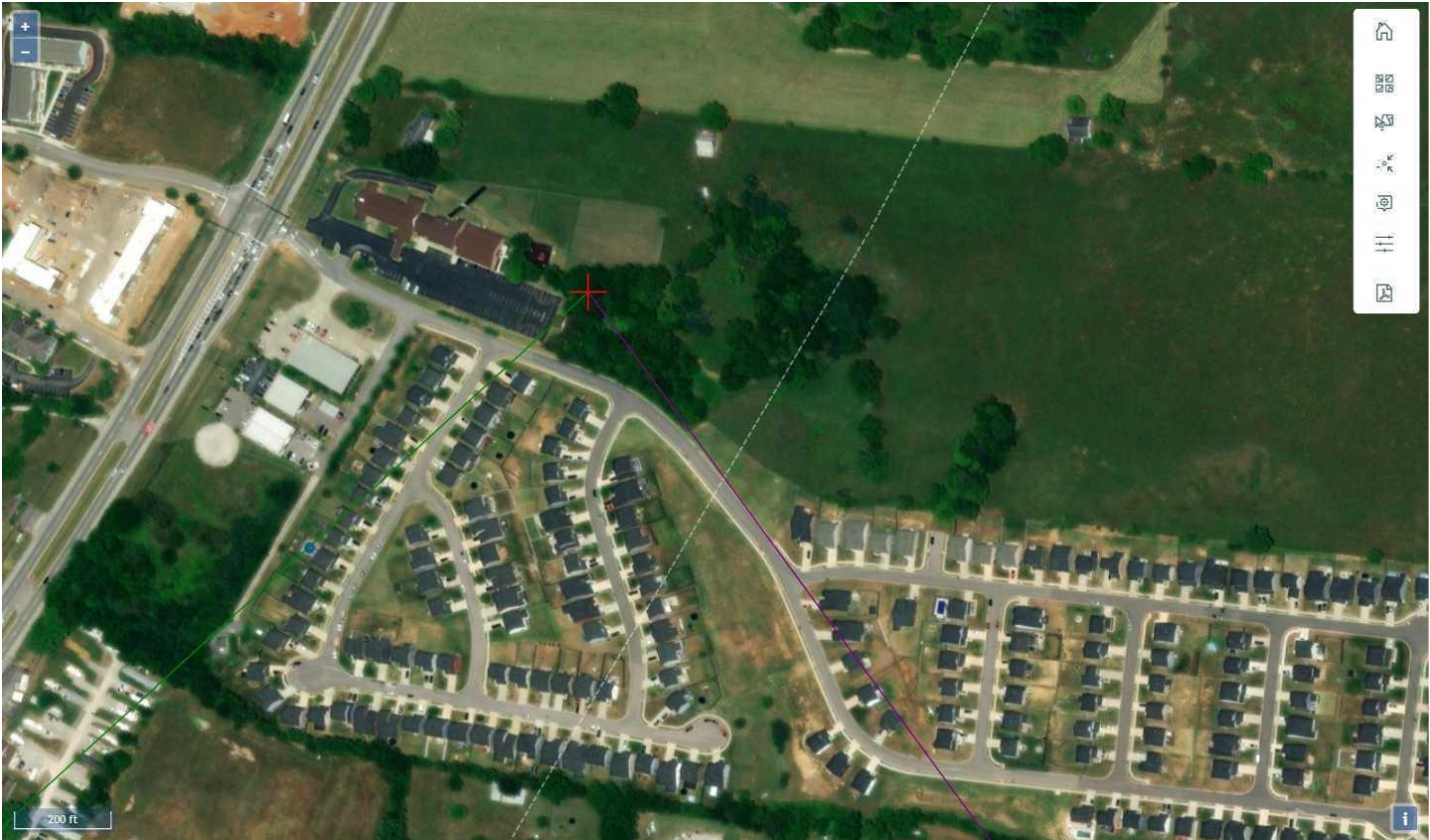
38600

40000

MHz

31623

W





**ASAC SITE SPECIFIC EVALUATION
FOR**

**Site Name: Lanton
Site Number: TN-5001
Site Location: Spring Hill, TN**

**Requestors Name: Michael Sandifer
Company Name: Vogue Towers II, LLC
Street Address: 430 Chestnut Street, Ste 101-B
City and Zip: Chattanooga, TN. 37402**

This is an evaluation based on application of surfaces identified in Federal Aviation Regulation (FAR) Part 77 and Federal Communication Commission (FCC) Rules Part 17.

EXECUTIVE SUMMARY

- ✚ The max height that can be built at this site without notice to the FAA is 200 feet AGL or 942 feet AMSL.**
- ✚ The max No Extended Study height at this site is 499 AGL, or 1241 AMSL.**
- ✚ The max no hazard height at this site is 499 AGL, or 1241 AMSL.**
- ✚ The max no marking and lighting height at this site is 200 AGL, or 942 AMSL.**

SITE DATA

Structure Type: Antenna Tower

**Coordinates of site: Lat: 35°42'20.26"
 Long: 86°58'27.82"
 Datum: NAD 83**

Site ground elevation:	742
Total height above the ground of the entire structure (AGL):	130
Total height above mean sea level (AMSL):	872

AIRPORT/HELIPORT INFORMATION

Nearest public use or Government Use (DOD) facility: Maury County Regional.

This structure will be located 13.5 NM or 82051 FT from the airport on a bearing of 227 degrees true to the airport.

Nearest private use landing facility is: Hunter.

This structure will be located 0.9 NM from the airport on a bearing of 120 degrees true to the airport.

STUDY FINDINGS

FAA FAR Part 77 paragraph 9 (FAR 77.9): (Construction or Alteration requiring notice.) (These are the imaginary surfaces that the FAA has implemented to provide general criteria for notification purposes.)

This structure does not require notification to the FAA.

FAA FAR Part 77 paragraph 17(FAR 77.17): (Standards for Determining Obstructions.)(These are the imaginary surfaces that the FAA has implemented to protect aircraft safety. If any of these surfaces are penetrated, the structure may pose a Hazard to Air Navigation.)

This structure does not exceed these surfaces.

**FCC Notice Requirements:
(FCC Rules, Part 17)**

This structure does not require notification to the FAA or FCC based on these rules.

**FAA EMI:
(The FAA protects certain air navigational aids, radio transmitters, and RADAR facilities from possible interference. The distance and direction are dependent on the type of facility being evaluated. Some of these transmission and receiver facilities are listed in the National Flight Data Center (NFDC) database.)**

This site would not affect any FAA air navigational aids or transmitters.

Military Airspace:

(This would include low level visual and instrument routes along with operations areas and special use airspace.)

This structure will not affect this airspace.

AM Facilities:

(The FCC protects AM radio stations from possible interference for a distance of 3.0 km for directional facilities, and 1.0 km for non-directional facilities. New changes to the FCC critical distances are calculated based on the AM transmission Movement Method Proof evaluation.)

This site was evaluated against the FCC's AM antenna database using the Movement Method proof calculations and no further action is required.

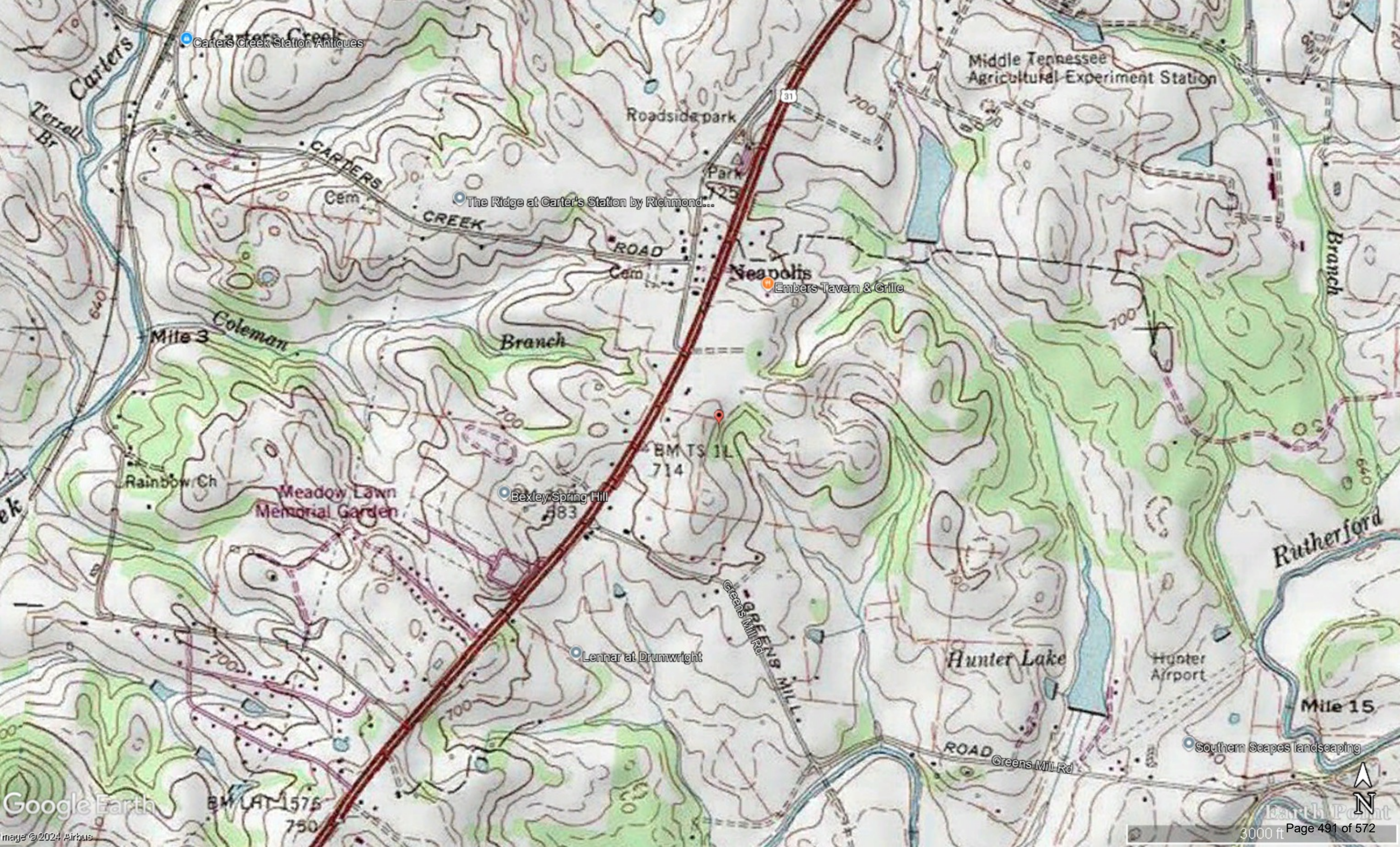
MARKING AND LIGHTING

FAA Advisory Circular 70/7460-1:

Marking and lighting is not required for this structure.

RECOMMENDATIONS

This site was evaluated in accordance with the requirements specified by the FAA under Federal Aviation Rules part 77, and found not to be a hazard to air navigation.



Carter's Creek Station Antiques

Middle Tennessee
Agricultural Experiment Station

Roadside park

The Ridge at Carter's Station by Richmond...

Neapolis

Embers Tavern & Grille

Mile 3

Meadow Lawn
Memorial Garden

Bexley Spring Hill

BM TS 1L
714

Lenhar at Drumwright

Hunter Lake

Hunter
Airport

Mile 15

Southern Seapes landscaping



Structural Design Report

125' Monopine
Site: Lanton, TN
Site Number: TN-5001

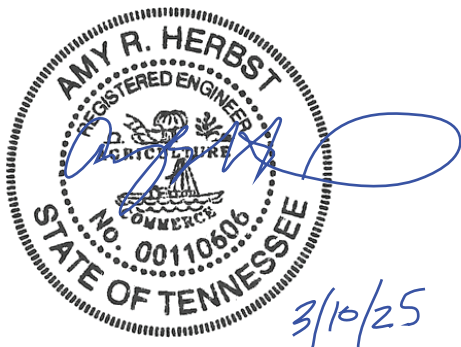
For example of tower engineering only, site specific tower design for new (reduced) tower will be provided once geotechnical information is available complete foundation design.

Prepared for: VOGUE TOWERS
by: Sabre Industries™

Job Number: 25-4001-JDS

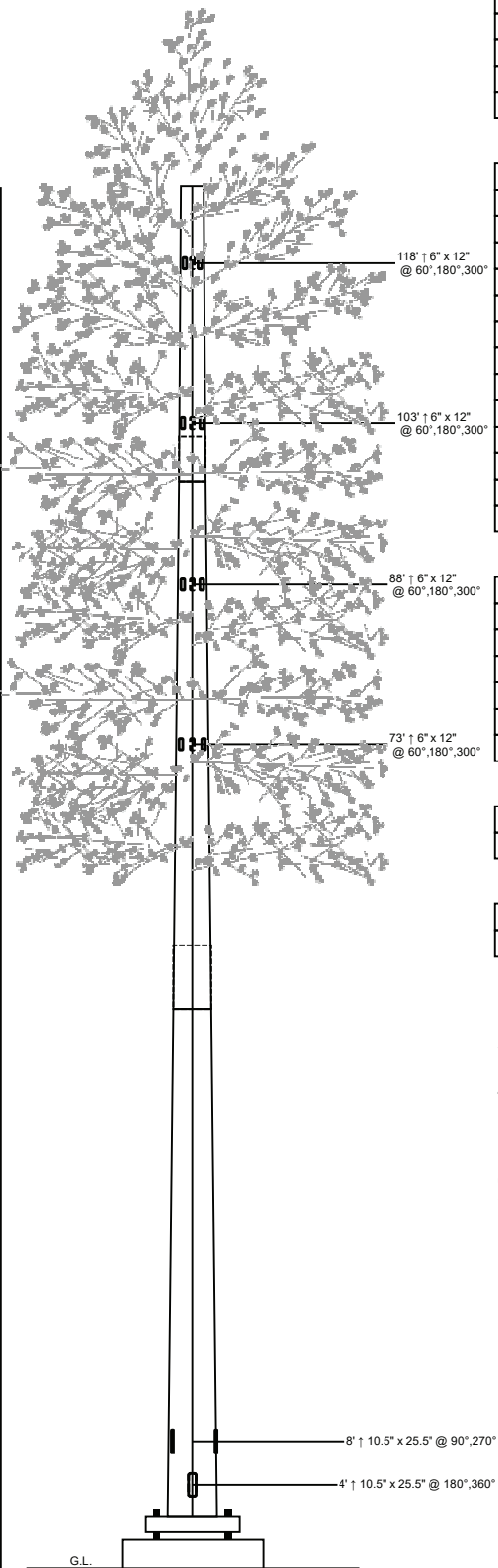
March 10, 2025

Monopole Profile.....	1
Foundation Design Summary (Preliminary) (Option 1).....	2
Foundation Design Summary (Preliminary) (Option 2).....	3
Pole Calculations.....	4-24
Foundation Calculations.....	25-34



Digitally Signed By Amy R. Herbst
DN:
C=US,SERIALNUMBER=MAS20
250205984400,ST=Texas,L=Alva
rado,2.5.4.97=NTRUS\+DE-
4349737,O=SABRE
INDUSTRIES\, INC.,CN=Amy R.
Herbst Date: 2025.03.10 13:05:22

Length (ft)	53'-3"	53'-6"	27'-6"
Number Of Sides	18		
Thickness (in)	1/2"	3/8"	1/4"
Lap Splice (ft)		6" - 0"	4" - 3"
Top Diameter (in)	40.29"	29.26"	24"
Bottom Diameter (in)	53.49"	42.53"	30.82"
Taper (in/ft)		0.2479	
Grade		A572-65	
Weight (lbs)	15963	8342	2318
Overall Steel Height (ft)	124		



Designed Appurtenance Loading

Elev	Description	Tx-Line
120	(1) 40,000 Sq. In. EPA 6000# (no ice)	(12) 1 5/8"
105	(1) 30,000 sq. in. EPA 6,000# (no ice)	(12) 1 5/8"
90	(1) 30,000 sq. in. EPA 6,000# (no ice)	(12) 1 5/8"
75	(1) 30,000 sq. in. EPA 6,000# (no ice)	(12) 1 5/8"

Design Criteria - ANSI/TIA-222-H

Wind Speed (No Ice)	105 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Risk Category	II
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	742 ft
Seismic Importance Factor, I _e	1.00
0.2-sec Spectral Response, S _s	0.294 g
1-sec Spectral Response, S ₁	0.143 g
Site Class	D (DEFAULT)
Seismic Design Category	D
Basic Seismic Force-Resisting System	Telecommunication Tower (Pole: Steel)

Limit State Load Combination Reactions

Load Combination	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
1.2 D + 1.0 W _o	70.22	64.1	6121.83	7.96	6.33
0.9 D + 1.0 W _o	52.73	64.14	6066.92	7.87	6.26
1.2 D + 1.0 D _i + 1.0 W _i	129.29	8.55	852.34	1.14	0.9
1.2 D + 1.0 E _v + 1.0 E _h	73.5	3.27	336.34	0.46	0.37
0.9 D - 1.0 E _v + 1.0 E _h	48.86	3.24	327.62	0.45	0.36
1.0 D + 1.0 W _o (Service @ 60 mph)	58.35	18.77	1786.21	2.34	1.85

Base Plate Dimensions

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	66.25"	2.5"	60.5"	22	2.25"

Anchor Bolt Dimensions

Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	2664.2	A615-75	Galv

Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) Full Height Step Bolts
- 5) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2012 International Building Code.
- 6) Tower Rating: 95.4%
- 7) This structure has been designed to support pine tree branches starting at the 62' elevation to an overall height of 130'.



Sabre Industries
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6690
Fax: (712) 279-0814

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.

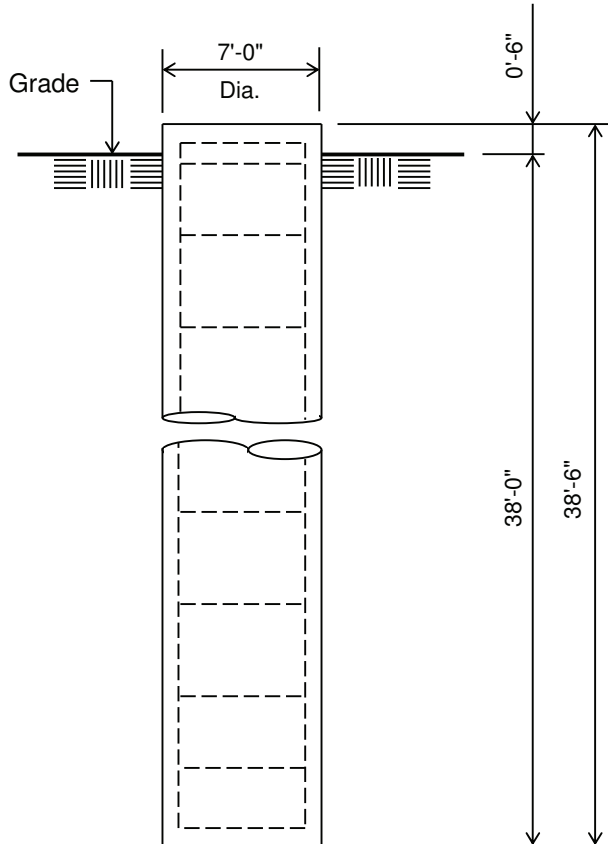
Job:	25-4001-JDS
Customer:	VOGUE TOWERS
Site Name:	Lanton, TN TN-5001
Description:	125' Monopine
Date:	3/10/2025
By:	ARH

Customer: VOGUE TOWERS

Site: Lanton, TN TN-5001

125' Monopine

PRELIMINARY -NOT FOR CONSTRUCTION-



ELEVATION VIEW

(54.88 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) This foundation is designed for a max capacity ratio of 99.5%.
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule for Pier

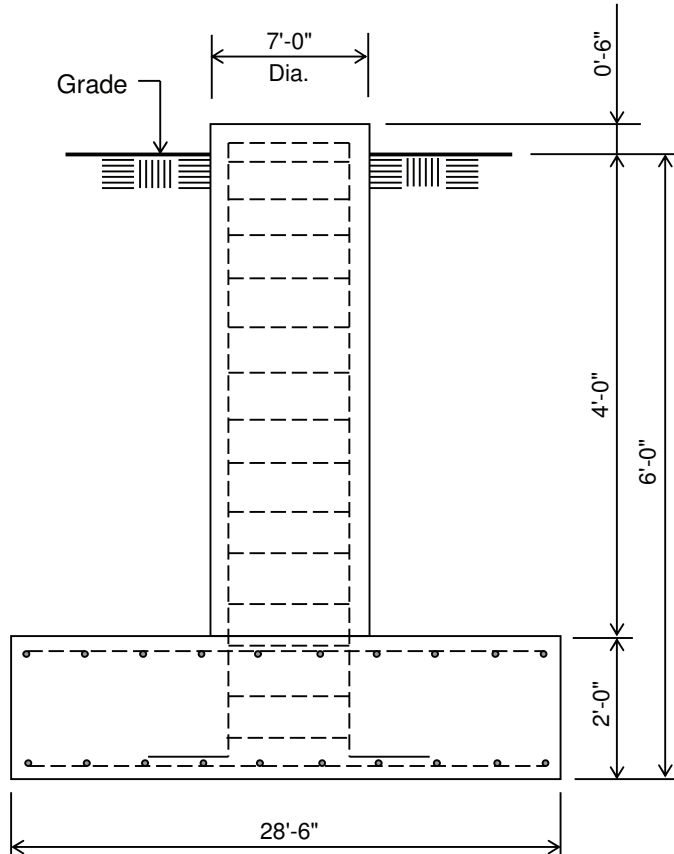
Pier	(38) #10 vertical rebar w/ #5 ties, (2) within top 5" of pier, then 8" C/C
------	--

Customer: VOGUE TOWERS

Site: Lanton, TN TN-5001

125' Monopine

PRELIMINARY -NOT FOR CONSTRUCTION-



ELEVATION VIEW

(66.58 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) 4 ft of soil cover is required over the entire area of the foundation slab.
- 7) This foundation is designed for a max capacity ratio of 99.5%.
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule for Pad and Pier

Pier	(42) #9 vertical rebar w/ hooks at bottom w/ #5 ties, (2) within top 5" of pier, then 4" C/C
Pad	(41) #10 horizontal rebar evenly spaced each way top and bottom (164 total)

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(USA 222-H) - Monopole Spatial Analysis (c)2017 Guymast Inc.

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125' Monopine / Lanton, TN

* All pole diameters shown on the following pages are across corners.
See profile drawing for widths across flats.

POLE GEOMETRY

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ELEV	SECTION	No.	OUTSIDE	THICK	RESISTANCES	SPLICE	...OVERLAP...	w/t
ft	NAME	SIDE	DIAM	-NESS	◆*Pn ◆*Mn	TYPE	LENGTH RATIO	
			in	in	kip ft-kip		ft	
124.0	.....		24.37	0.250	1400.1 682.2			
	A	18	30.22	0.250	1647.1 999.0			15.7
100.7	.....		30.22	0.250	1647.1 999.0			
	A/B	18	30.79	0.375	2648.5 1624.2	SLIP	4.25 1.68	
96.5	.....		30.79	0.375	2648.5 1624.2			
	B	18	41.66	0.375	3475.8 2902.5			13.3
53.2	.....		41.66	0.375	3475.8 2902.5			
	B/C	18	42.43	0.500	4868.0 4117.1	SLIP	6.00 1.72	
47.2			42.43	0.500	4868.0 4117.1			
	C	18	54.31	0.500	6065.9 6601.4			13.9
0.0								

POLE ASSEMBLY

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SECTION	BASE		BOLTS	AT BASE	OF SECTION.....	CALC
NAME	ELEV	NUMBER	TYPE	DIAM	STRENGTH	BASE
	ft			in	ksi	ELEV
						ft
A	96.500	0	A325	0.00	92.0	96.500
B	47.250	0	A325	0.00	92.0	47.250
C	0.000	0	A325	0.00	92.0	0.000

POLE SECTIONS

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SECTION NAME	No.of SIDES	LENGTH ft	OUTSIDE.DIAMETER		BEND RAD in	MAT- ERIAL ID	FLANGE.ID		FLANGE.WELD	
			BOT *	TOP *			BOT	TOP	..GROUP.ID..	
			in	in					BOT	TOP
A	18	27.50	31.29	24.37	0.625	1	0	0	0	0
B	18	53.50	43.18	29.72	0.625	2	0	0	0	0
C	18	53.25	54.31	40.91	0.625	3	0	0	0	0

* - Diameter of circumscribed circle

MATERIAL TYPES

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TYPE OF SHAPE	TYPE NO	NO OF ELEM.	ORIENT		HEIGHT in	WIDTH in	.THICKNESS.		IRREGULARITY	
			&	deg			WEB	FLANGE	.PROJECTION.	ORIENT
							in	in	% OF AREA	deg
PL	1	1	0.0		31.29	0.25	0.250	0.250	0.00	0.0
PL	2	1	0.0		43.18	0.38	0.375	0.375	0.00	0.0
PL	3	1	0.0		54.31	0.50	0.500	0.500	0.00	0.0

& - With respect to vertical

MATERIAL PROPERTIES

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MATERIAL TYPE NO.	ELASTIC MODULUS ksi	UNIT WEIGHT pcf	.. STRENGTH ..		THERMAL COEFFICIENT /deg
			Fu	Fy	
			ksi	ksi	
1	29000.0	490.0	80.0	65.0	0.00001170
2	29000.0	490.0	80.0	65.0	0.00001170
3	29000.0	490.0	80.0	65.0	0.00001170

* Only 5 condition(s) shown in full

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LOADING CONDITION A =====

105 mph wind with no ice. Wind Azimuth: 00 (1.2 D + 1.0 Wo)

LOADS ON POLE

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LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD.. AZI	AT AZI	..FORCES..		MOMENTS.....	
					HORIZ	DOWN	VERTICAL	TORSNAL
					kip	kip	ft-kip	ft-kip
C	126.500	0.00	0.0	0.0	0.9561	0.3000	0.0000	0.0000
C	122.000	0.00	0.0	0.0	0.0111	0.0067	0.0000	0.0000

C	121.500	0.00	0.0	0.0	0.9481	0.3000	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.0000	1.7821	0.0000	0.0000
C	119.000	0.00	0.0	0.0	10.4975	7.2000	0.0000	0.0000
C	116.500	0.00	0.0	0.0	1.8797	0.6000	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0273	0.0168	0.0000	0.0000
C	111.500	0.00	0.0	0.0	1.8626	0.6000	0.0000	0.0000
C	106.500	0.00	0.0	0.0	1.8448	0.6000	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0268	0.0168	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.0000	1.5575	0.0000	0.0000
C	104.000	0.00	0.0	0.0	7.6365	7.2000	0.0000	0.0000
C	101.500	0.00	0.0	0.0	1.8264	0.6000	0.0000	0.0000
C	96.500	0.00	0.0	0.0	1.8073	0.6000	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0262	0.0168	0.0000	0.0000
C	91.500	0.00	0.0	0.0	1.7874	0.6000	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.0000	1.3329	0.0000	0.0000
C	89.000	0.00	0.0	0.0	7.3927	7.2000	0.0000	0.0000
C	86.500	0.00	0.0	0.0	1.7666	0.6000	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0256	0.0168	0.0000	0.0000
C	81.500	0.00	0.0	0.0	1.7448	0.6000	0.0000	0.0000
C	76.500	0.00	0.0	0.0	1.7220	0.6000	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0250	0.0168	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0000	1.1082	0.0000	0.0000
C	74.000	0.00	0.0	0.0	7.1143	7.2000	0.0000	0.0000
C	71.500	0.00	0.0	0.0	1.8868	0.6000	0.0000	0.0000
C	66.500	0.00	0.0	0.0	1.8587	0.6000	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0242	0.0168	0.0000	0.0000
C	63.500	0.00	0.0	0.0	1.1046	0.3600	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0234	0.0168	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0224	0.0168	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0213	0.0168	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0198	0.0168	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0178	0.0168	0.0000	0.0000
D	124.000	0.00	180.0	0.0	0.0495	0.0784	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0573	0.0942	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0586	0.2406	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0586	0.2406	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0599	0.1495	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0699	0.1937	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0703	0.4641	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0703	0.4641	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0709	0.2726	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0665	0.3195	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0667	0.3289	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0686	0.3383	0.0000	0.0000

LOADING CONDITION M

105 mph wind with no ice. Wind Azimuth: 0° (0.9 D + 1.0 Wo)

LOADS ON POLE

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LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	LOAD AZI	FORCES..... HORIZ kip	DOWN kip	MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
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C	126.500	0.00	0.0	0.0	0.9561	0.2250	0.0000	0.0000
C	122.000	0.00	0.0	0.0	0.0111	0.0050	0.0000	0.0000
C	121.500	0.00	0.0	0.0	0.9481	0.2250	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.0000	1.3366	0.0000	0.0000
C	119.000	0.00	0.0	0.0	10.4975	5.4000	0.0000	0.0000
C	116.500	0.00	0.0	0.0	1.8797	0.4500	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0273	0.0126	0.0000	0.0000
C	111.500	0.00	0.0	0.0	1.8626	0.4500	0.0000	0.0000
C	106.500	0.00	0.0	0.0	1.8448	0.4500	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0268	0.0126	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.0000	1.1681	0.0000	0.0000
C	104.000	0.00	0.0	0.0	7.6365	5.4000	0.0000	0.0000
C	101.500	0.00	0.0	0.0	1.8264	0.4500	0.0000	0.0000
C	96.500	0.00	0.0	0.0	1.8073	0.4500	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0262	0.0126	0.0000	0.0000
C	91.500	0.00	0.0	0.0	1.7874	0.4500	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.0000	0.9996	0.0000	0.0000
C	89.000	0.00	0.0	0.0	7.3927	5.4000	0.0000	0.0000
C	86.500	0.00	0.0	0.0	1.7666	0.4500	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0256	0.0126	0.0000	0.0000
C	81.500	0.00	0.0	0.0	1.7448	0.4500	0.0000	0.0000
C	76.500	0.00	0.0	0.0	1.7220	0.4500	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0250	0.0126	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0000	0.8312	0.0000	0.0000
C	74.000	0.00	0.0	0.0	7.1143	5.4000	0.0000	0.0000
C	71.500	0.00	0.0	0.0	1.8868	0.4500	0.0000	0.0000
C	66.500	0.00	0.0	0.0	1.8587	0.4500	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0242	0.0126	0.0000	0.0000
C	63.500	0.00	0.0	0.0	1.1046	0.2700	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0234	0.0126	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0224	0.0126	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0213	0.0126	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0198	0.0126	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0178	0.0126	0.0000	0.0000
D	124.000	0.00	180.0	0.0	0.0495	0.0588	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0573	0.0707	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0586	0.1804	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0586	0.1804	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0599	0.1121	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0699	0.1453	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0703	0.3481	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0703	0.3481	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0709	0.2044	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0665	0.2396	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0667	0.2467	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0686	0.2537	0.0000	0.0000

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LOADING CONDITION Y =====

30 mph wind with 1.5 ice. Wind Azimuth: 0° (1.2 D + 1.0 Di + 1.0 Wi)

LOADS ON POLE

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LOAD	ELEV	APPLY..	LOAD..	AT	LOAD	FORCES.....	MOMENTS.....		
TYPE		RADIUS	AZI	AZI		HORIZ	DOWN	VERTICAL	TORSNAL

	ft	ft		kip	kip	ft-kip	ft-kip
C	126.500	0.00	0.0	0.0	0.0995	0.9868	0.0000
C	122.000	0.00	0.0	0.0	0.0070	0.0187	0.0000
C	121.500	0.00	0.0	0.0	0.0986	0.9841	0.0000
C	119.000	0.00	0.0	0.0	0.0000	1.7821	0.0000
C	119.000	0.00	0.0	0.0	1.4415	17.4402	0.0000
C	116.500	0.00	0.0	0.0	0.2162	1.2812	0.0000
C	115.000	0.00	0.0	0.0	0.0172	0.0288	0.0000
C	111.500	0.00	0.0	0.0	0.2139	1.2783	0.0000
C	106.500	0.00	0.0	0.0	0.2116	1.2752	0.0000
C	105.000	0.00	0.0	0.0	0.0167	0.0288	0.0000
C	104.000	0.00	0.0	0.0	0.0000	1.5575	0.0000
C	104.000	0.00	0.0	0.0	1.0439	17.3044	0.0000
C	101.500	0.00	0.0	0.0	0.2092	1.2720	0.0000
C	96.500	0.00	0.0	0.0	0.2067	1.2687	0.0000
C	95.000	0.00	0.0	0.0	0.0162	0.0288	0.0000
C	91.500	0.00	0.0	0.0	0.2041	1.2651	0.0000
C	89.000	0.00	0.0	0.0	0.0000	1.3329	0.0000
C	89.000	0.00	0.0	0.0	1.0044	17.1498	0.0000
C	86.500	0.00	0.0	0.0	0.2014	1.2615	0.0000
C	85.000	0.00	0.0	0.0	0.0157	0.0288	0.0000
C	81.500	0.00	0.0	0.0	0.1986	1.2576	0.0000
C	76.500	0.00	0.0	0.0	0.1957	1.2535	0.0000
C	75.000	0.00	0.0	0.0	0.0151	0.0288	0.0000
C	74.000	0.00	0.0	0.0	0.0000	1.1082	0.0000
C	74.000	0.00	0.0	0.0	0.9596	16.9701	0.0000
C	71.500	0.00	0.0	0.0	0.2080	1.2491	0.0000
C	66.500	0.00	0.0	0.0	0.2045	1.2445	0.0000
C	65.000	0.00	0.0	0.0	0.0145	0.0288	0.0000
C	63.500	0.00	0.0	0.0	0.2023	1.2416	0.0000
C	55.000	0.00	0.0	0.0	0.0138	0.0288	0.0000
C	45.000	0.00	0.0	0.0	0.0130	0.0288	0.0000
C	35.000	0.00	0.0	0.0	0.0121	0.0288	0.0000
C	25.000	0.00	0.0	0.0	0.0109	0.0288	0.0000
C	15.000	0.00	0.0	0.0	0.0094	0.0288	0.0000
D	124.000	0.00	180.0	0.0	0.0080	0.1338	0.0000
D	100.750	0.00	180.0	0.0	0.0091	0.1590	0.0000
D	100.750	0.00	180.0	0.0	0.0093	0.3069	0.0000
D	96.500	0.00	180.0	0.0	0.0093	0.3069	0.0000
D	96.500	0.00	180.0	0.0	0.0094	0.2174	0.0000
D	53.250	0.00	180.0	0.0	0.0107	0.2763	0.0000
D	53.250	0.00	180.0	0.0	0.0108	0.5483	0.0000
D	47.250	0.00	180.0	0.0	0.0108	0.5483	0.0000
D	47.250	0.00	180.0	0.0	0.0108	0.3579	0.0000
D	11.812	0.00	180.0	0.0	0.0100	0.4088	0.0000
D	11.812	0.00	180.0	0.0	0.0100	0.4156	0.0000
D	0.000	0.00	180.0	0.0	0.0102	0.4195	0.0000

LOADING CONDITION AK =====

Seismic - Azimuth: 0° (1.2 D + 1.0 Ev + 1.0 Eh)

LOADS ON POLE
=====

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD.. AZI	AT AZI	LOAD AZI	FORCES..... HORIZ kip	DOWN kip	MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	126.500	0.00	0.0	0.0	0.0	0.0317	0.3154	0.0000	0.0000
C	122.000	0.00	0.0	0.0	0.0	0.0007	0.0070	0.0000	0.0000
C	121.500	0.00	0.0	0.0	0.0	0.0293	0.3154	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.0	0.6735	7.5684	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.0	0.1667	1.8733	0.0000	0.0000
C	116.500	0.00	0.0	0.0	0.0	0.0538	0.6307	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0	0.0015	0.0177	0.0000	0.0000
C	111.500	0.00	0.0	0.0	0.0	0.0493	0.6307	0.0000	0.0000
C	110.250	0.00	0.0	0.0	0.0	0.1938	2.5374	0.0000	0.0000
C	106.500	0.00	0.0	0.0	0.0	0.0450	0.6307	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0	0.0012	0.0177	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.0	0.5144	7.5684	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.0	0.1113	1.6372	0.0000	0.0000
C	101.500	0.00	0.0	0.0	0.0	0.0408	0.6307	0.0000	0.0000
C	96.500	0.00	0.0	0.0	0.0	0.0369	0.6307	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0	0.0010	0.0177	0.0000	0.0000
C	91.500	0.00	0.0	0.0	0.0	0.0332	0.6307	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.0	0.3767	7.5684	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.0	0.0697	1.4010	0.0000	0.0000
C	86.500	0.00	0.0	0.0	0.0	0.0297	0.6307	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0	0.0008	0.0177	0.0000	0.0000
C	81.500	0.00	0.0	0.0	0.0	0.0263	0.6307	0.0000	0.0000
C	76.500	0.00	0.0	0.0	0.0	0.0232	0.6307	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0	0.0006	0.0177	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0	0.2604	7.5684	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0	0.0401	1.1649	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0	0.3332	9.6838	0.0000	0.0000
C	71.500	0.00	0.0	0.0	0.0	0.0203	0.6307	0.0000	0.0000
C	66.500	0.00	0.0	0.0	0.0	0.0175	0.6307	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0	0.0005	0.0177	0.0000	0.0000
C	63.500	0.00	0.0	0.0	0.0	0.0160	0.6307	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0	0.0003	0.0177	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0	0.0002	0.0177	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0	0.0001	0.0177	0.0000	0.0000
C	26.620	0.00	0.0	0.0	0.0	0.0747	16.7844	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0	0.0001	0.0177	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0	0.0000	0.0177	0.0000	0.0000
D	124.000	0.00	180.0	180.0	0.0	0.0000	0.0000	0.0000	0.0000
D	0.000	0.00	180.0	180.0	0.0	0.0000	0.0000	0.0000	0.0000

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LOADING CONDITION AL =====

Seismic - Azimuth: 00 (0.9 D - 1.0 Ev + 1.0 Eh)

LOADS ON POLE
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LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD.. AZI	AT AZI	LOAD AZI	FORCES..... HORIZ kip	DOWN kip	MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	126.500	0.00	0.0	0.0	0.0	0.0317	0.2096	0.0000	0.0000

C	122.000	0.00	0.0	0.0	0.0007	0.0047	0.0000	0.0000
C	121.500	0.00	0.0	0.0	0.0293	0.2096	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.6735	5.0316	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.1667	1.2454	0.0000	0.0000
C	116.500	0.00	0.0	0.0	0.0538	0.4193	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0015	0.0117	0.0000	0.0000
C	111.500	0.00	0.0	0.0	0.0493	0.4193	0.0000	0.0000
C	110.250	0.00	0.0	0.0	0.1938	1.6869	0.0000	0.0000
C	106.500	0.00	0.0	0.0	0.0450	0.4193	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0012	0.0117	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.5144	5.0316	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.1113	1.0884	0.0000	0.0000
C	101.500	0.00	0.0	0.0	0.0408	0.4193	0.0000	0.0000
C	96.500	0.00	0.0	0.0	0.0369	0.4193	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0010	0.0117	0.0000	0.0000
C	91.500	0.00	0.0	0.0	0.0332	0.4193	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.3767	5.0316	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.0697	0.9314	0.0000	0.0000
C	86.500	0.00	0.0	0.0	0.0297	0.4193	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0008	0.0117	0.0000	0.0000
C	81.500	0.00	0.0	0.0	0.0263	0.4193	0.0000	0.0000
C	76.500	0.00	0.0	0.0	0.0232	0.4193	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0006	0.0117	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.2604	5.0316	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0401	0.7745	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.3332	6.4379	0.0000	0.0000
C	71.500	0.00	0.0	0.0	0.0203	0.4193	0.0000	0.0000
C	66.500	0.00	0.0	0.0	0.0175	0.4193	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0005	0.0117	0.0000	0.0000
C	63.500	0.00	0.0	0.0	0.0160	0.4193	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0003	0.0117	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0002	0.0117	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0001	0.0117	0.0000	0.0000
C	26.620	0.00	0.0	0.0	0.0747	11.1586	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0001	0.0117	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0000	0.0117	0.0000	0.0000
D	124.000	0.00	180.0	180.0	0.0000	0.0000	0.0000	0.0000
D	0.000	0.00	180.0	180.0	0.0000	0.0000	0.0000	0.0000

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125' Monopine / Lanton, TN

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

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MASTDEFLECTIONS (ft).....ROTATIONS (deg).....

ELEV ft	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
124.0	7.96L	0.06F	0.67L	6.33L	0.05F	0.00E
120.7	7.60L	0.06F	0.63L	6.33L	0.05F	0.00E
117.4	7.24L	0.05F	0.59L	6.32L	0.05F	0.00E
114.0	6.88L	0.05F	0.55L	6.29L	0.05F	0.00E
110.7	6.52L	-0.05U	0.51L	6.24L	0.05F	0.00E
107.4	6.16L	-0.05U	0.47L	6.16L	0.05F	0.00E
104.1	5.81L	-0.04U	0.44L	6.07L	0.05F	0.00E
100.7	5.47L	-0.04U	0.40L	5.95L	0.05F	0.00E
96.5	5.03L	-0.04U	0.36L	5.82L	0.04F	0.00E
90.3	4.42L	-0.03U	0.29L	5.58L	0.04F	0.00E
84.1	3.84L	-0.03U	0.24L	5.30L	0.04F	0.00E
78.0	3.29L	-0.02U	0.19L	4.96L	-0.04U	0.00E
71.8	2.78L	-0.02U	0.15L	4.59L	-0.03U	0.00E
65.6	2.31L	-0.02U	0.11L	4.18L	-0.03U	0.00E
59.4	1.89L	-0.01U	0.08L	3.74L	-0.03U	0.00E
53.2	1.51L	-0.01U	0.06L	3.27L	-0.02U	0.00E
47.2	1.19L	-0.01U	0.04L	2.92L	-0.02U	0.00E
41.3	0.91L	-0.01U	0.03L	2.55L	-0.02U	0.00E
35.4	0.66L	0.00U	0.02L	2.18L	-0.02U	0.00E
29.5	0.46L	0.00U	0.01L	1.80L	-0.01U	0.00E
23.6	0.29L	0.00U	0.01L	1.43L	-0.01U	0.00E
17.7	0.16L	0.00U	0.00L	1.07L	-0.01U	0.00E
11.8	0.07L	0.00U	0.00L	0.70L	-0.01U	0.00E
5.9	0.02L	0.00U	0.00AB	0.35L	0.00U	0.00E
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

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MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR ALONG kip	ACROSS kip	MOMENT.w.r.t.WIND.DIR ALONG ft-kip	ACROSS ft-kip	TORSION ft-kip
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124.0		0.99 AA	1.04 K	0.03 X	-2.54 R	0.05 X	-0.01 X
		2.44 AA	2.16 K	0.03 X	-6.92 B	-0.05 X	0.01 X
120.7		2.44 AF	2.31 B	-0.14 N	-6.97 L	0.11 Q	-0.02 Q
		22.13 AF	12.98 B	-0.14 N	-33.53 B	0.46 N	0.04 L
117.4	.....	22.13 AF	13.00 A	-0.24 X	-33.69 B	0.49 N	0.05 L
		23.91 AF	15.08 A	-0.24 X	-84.28 K	0.83 X	0.08 L
114.0	.....	23.91 AF	15.12 M	-0.28 T	-84.32 K	1.00 X	-0.10 X
		25.68 AF	17.16 M	-0.28 T	-139.48 A	1.36 T	0.13 R
110.7	.....	25.68 AF	17.17 M	-0.25 T	-139.65 A	1.37 T	-0.12 T
		26.18 AF	17.35 M	-0.25 T	-199.54 A	2.19 T	-0.19 T
107.4	.....	26.18 AF	17.24 C	-0.34 T	-199.54 A	1.98 T	0.20 U
		27.99 AF	19.30 C	-0.34 T	-265.04 C	3.10 T	-0.28 T
104.1	.....	27.99 AD	19.28 M	0.37 F	-265.45 C	3.09 T	-0.28 T
		48.65 AD	28.93 M	0.37 F	-362.47 C	3.87 T	0.34 R
100.7	.....	48.65 AF	29.02 M	-0.35 H	-362.82 C	3.99 T	-0.35 T
		49.95 AF	29.27 M	-0.35 H	-494.84 C	5.11 T	-0.44 T
96.5	.....	51.22 AF	31.14 M	0.36 F	-494.83 C	5.04 T	-0.45 C
		53.88 AF	33.33 M	0.36 F	-702.44 C	6.93 T	-0.59 T
90.3	.....	53.88 AF	33.30 M	0.35 F	-702.54 C	6.98 T	-0.60 T
		75.08 AF	42.86 M	0.35 F	-965.20 L	-8.89 F	-0.72 H
84.1	.....	75.08 AF	42.88 L	-0.38 U	-965.23 L	-8.92 F	-0.72 T
		77.81 AF	45.02 L	-0.38 U	-1255.56 L	-11.30 F	-0.88 H
78.0	.....	77.81 AF	45.03 M	-0.43 U	-1255.65 L	-11.33 F	-0.88 H
		98.70 AF	54.29 M	-0.43 U	-1577.57 L	-13.86 F	1.10 E
71.8	.....	98.69 AF	54.37 M	0.43 F	-1577.66 L	-13.84 F	1.10 E
		102.77 AF	58.52 M	0.43 F	-1947.58 L	-16.59 F	1.29 E
65.6	.....	102.77 AF	58.41 M	-0.46 U	-1947.67 L	-16.58 F	1.28 E
		105.66 AF	59.96 M	-0.46 U	-2333.30 L	-18.80 F	1.47 E
59.4	.....	105.66 AF	60.02 M	-0.45 U	-2333.39 L	-18.84 F	1.47 E

53.2	107.37 AF	60.47 M	-0.45 U	-2722.70 L	-20.98 F	1.62 E
	107.37 AF	60.49 M	-0.49 U	-2722.76 L	-20.97 F	1.63 E
47.2	110.66 AF	60.91 M	-0.49 U	-3102.14 L	23.13 U	1.76 E
	110.66 AF	60.93 M	-0.46 U	-3102.11 L	23.16 U	1.76 E
41.3	112.83 AF	61.37 M	-0.46 U	-3477.51 L	25.91 U	1.89 E
	112.83 AF	61.31 M	-0.42 U	-3477.55 L	25.92 U	1.89 E
35.4	115.02 AF	61.73 M	-0.42 U	-3853.63 L	28.48 U	1.99 E
	115.02 AF	61.69 M	-0.45 U	-3853.65 L	28.45 U	1.99 E
29.5	117.29 AF	62.12 M	-0.45 U	-4230.58 L	31.18 U	2.08 E
	117.29 AF	62.08 M	-0.47 U	-4230.60 L	31.20 U	2.08 E
23.6	119.61 AF	62.51 M	-0.47 U	-4608.11 L	33.99 U	2.14 E
	119.61 AF	62.52 M	-0.46 U	-4608.09 L	34.02 U	2.14 E
17.7	121.94 AF	62.92 M	-0.46 U	-4986.23 L	36.79 U	2.19 E
	121.94 AF	62.92 M	-0.47 U	-4986.25 L	36.79 U	2.19 E
11.8	124.36 AF	63.33 M	-0.47 U	-5364.70 L	39.59 U	2.23 E
	124.36 AF	63.33 M	-0.46 U	-5364.71 L	39.59 U	2.23 E
5.9	126.82 AF	63.72 M	-0.46 U	-5743.22 L	42.34 U	2.25 E
	126.82 AF	63.74 M	-0.47 U	-5743.22 L	42.34 U	2.25 E
	129.29 AF	64.14 M	-0.47 U	-6121.83 L	45.11 U	2.26 E

base						
reaction	129.29 AF	-64.14 M	0.47 U	6121.83 L	-45.11 U	-2.26 E

COMPLIANCE WITH 4.8.2 & 4.5.4

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ELEV	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
ft							
124.00	0.00AA	0.00R	0.00K	0.00R	YES	15.69A	45.2
120.68	0.00AA	0.01B	0.00K	0.01B	YES	16.27A	45.2
	0.00AF	0.01L	0.00B	0.01L	YES	16.27A	45.2
117.36	0.01AF	0.04B	0.02B	0.05B	YES	16.85A	45.2
	0.01AF	0.04B	0.02A	0.05B	YES	16.85A	45.2

114.04	0.02AF	0.10K	0.02A	0.11K	YES	17.44A	45.2
	0.02AF	0.10K	0.02M	0.11K	YES	17.44A	45.2
110.71	0.02AF	0.16A	0.02M	0.17A	YES	18.02A	45.2
	0.02AF	0.16A	0.02M	0.17A	YES	18.02A	45.2
107.39	0.02AF	0.22A	0.02M	0.23A	YES	18.60A	45.2
	0.02AF	0.22A	0.02C	0.23A	YES	18.60A	45.2
104.07	0.02AF	0.28C	0.02C	0.29A	YES	19.18A	45.2
	0.02AD	0.28C	0.02M	0.29C	YES	19.18A	45.2
100.75	0.03AD	0.36C	0.04M	0.38C	YES	19.76A	45.2
	0.02AF	0.23C	0.02M	0.24C	YES	13.06A	45.2
96.50	0.02AF	0.29C	0.02M	0.30C	YES	13.55A	45.2
	0.02AF	0.30C	0.02M	0.31C	YES	13.32A	45.2
90.32	0.02AF	0.39C	0.02M	0.40C	YES	14.04A	45.2
	0.02AF	0.39C	0.02M	0.40C	YES	14.04A	45.2
84.14	0.03AF	0.49L	0.03M	0.50L	YES	14.76A	45.2
	0.03AF	0.49L	0.03L	0.50L	YES	14.76A	45.2
77.96	0.03AF	0.58L	0.03L	0.59L	YES	15.48A	45.2
	0.03AF	0.58L	0.03M	0.59L	YES	15.48A	45.2
71.79	0.03AF	0.67L	0.03M	0.69L	YES	16.20A	45.2
	0.03AF	0.67L	0.03M	0.69L	YES	16.20A	45.2
65.61	0.03AF	0.77L	0.04M	0.79L	YES	16.92A	45.2
	0.03AF	0.77L	0.04M	0.79L	YES	16.92A	45.2
59.43	0.03AF	0.86L	0.04M	0.88L	YES	17.64A	45.2
	0.03AF	0.86L	0.04M	0.88L	YES	17.64A	45.2
53.25	0.03AF	0.94L	0.03M	0.95L	YES	18.36A	45.2
	0.02AF	0.69L	0.03M	0.70L	YES	13.68A	45.2
47.25	0.02AF	0.73L	0.02M	0.74L	YES	14.20A	45.2
	0.02AF	0.75L	0.03M	0.77L	YES	13.94A	45.2
41.34	0.02AF	0.79L	0.02M	0.80L	YES	14.46A	45.2
	0.02AF	0.79L	0.02M	0.80L	YES	14.46A	45.2
	0.02AF	0.82L	0.02M	0.83L	YES	14.97A	45.2

35.44	.....	0.02AF	0.82L	0.02M	0.83L	YES	14.97A	45.2
		0.02AF	0.84L	0.02M	0.85L	YES	15.49A	45.2
29.53	.....	0.02AF	0.84L	0.02M	0.85L	YES	15.49A	45.2
		0.02AF	0.86L	0.02E	0.87L	YES	16.01A	45.2
23.62	.....	0.02AF	0.86L	0.02M	0.87L	YES	16.01A	45.2
		0.02AF	0.88L	0.02E	0.89L	YES	16.52A	45.2
17.72	.....	0.02AF	0.88L	0.02E	0.89L	YES	16.52A	45.2
		0.02AF	0.90L	0.02E	0.91L	YES	17.04A	45.2
11.81	.....	0.02AF	0.90L	0.02E	0.91L	YES	17.04A	45.2
		0.02AF	0.91L	0.02E	0.93L	YES	17.55A	45.2
5.91	.....	0.02AF	0.91L	0.02E	0.93L	YES	17.55A	45.2
		0.02AF	0.93L	0.02E	0.94L	YES	18.07A	45.2
0.00								

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

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DOWN	SHEAR.w.r.t.WIND.DIR	MOMENT.w.r.t.WIND.DIR	TORSION
kip	ALONG kip	ALONG ft-kip	ACROSS ft-kip
129.29	64.14	-0.47	-6121.83
AF	M	U	L

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125' Monopine / Lanton, TN

 ***** Service Load Condition *****

* Only 1 condition(s) shown in full

LOADING CONDITION A =====

60 mph wind with no ice. Wind Azimuth: 00 (1.0 D + 1.0 Wo)

LOADS ON POLE

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LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	LOAD..AT AZI	LOAD AZI	FORCES..... HORIZ kip	DOWN kip	MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	126.500	0.00	0.0	0.0	0.2793	0.2500	0.0000	0.0000
C	122.000	0.00	0.0	0.0	0.0032	0.0056	0.0000	0.0000
C	121.500	0.00	0.0	0.0	0.2770	0.2500	0.0000	0.0000
C	119.000	0.00	0.0	0.0	0.0000	1.4851	0.0000	0.0000
C	119.000	0.00	0.0	0.0	3.0669	6.0000	0.0000	0.0000
C	116.500	0.00	0.0	0.0	0.5492	0.5000	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0080	0.0140	0.0000	0.0000
C	111.500	0.00	0.0	0.0	0.5442	0.5000	0.0000	0.0000
C	106.500	0.00	0.0	0.0	0.5390	0.5000	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0078	0.0140	0.0000	0.0000
C	104.000	0.00	0.0	0.0	0.0000	1.2979	0.0000	0.0000
C	104.000	0.00	0.0	0.0	2.2311	6.0000	0.0000	0.0000
C	101.500	0.00	0.0	0.0	0.5336	0.5000	0.0000	0.0000
C	96.500	0.00	0.0	0.0	0.5280	0.5000	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0077	0.0140	0.0000	0.0000
C	91.500	0.00	0.0	0.0	0.5222	0.5000	0.0000	0.0000
C	89.000	0.00	0.0	0.0	0.0000	1.1107	0.0000	0.0000
C	89.000	0.00	0.0	0.0	2.1598	6.0000	0.0000	0.0000
C	86.500	0.00	0.0	0.0	0.5161	0.5000	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0075	0.0140	0.0000	0.0000
C	81.500	0.00	0.0	0.0	0.5098	0.5000	0.0000	0.0000
C	76.500	0.00	0.0	0.0	0.5031	0.5000	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0073	0.0140	0.0000	0.0000
C	74.000	0.00	0.0	0.0	0.0000	0.9235	0.0000	0.0000
C	74.000	0.00	0.0	0.0	2.0785	6.0000	0.0000	0.0000
C	71.500	0.00	0.0	0.0	0.5513	0.5000	0.0000	0.0000
C	66.500	0.00	0.0	0.0	0.5430	0.5000	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0071	0.0140	0.0000	0.0000
C	63.500	0.00	0.0	0.0	0.3227	0.3000	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0068	0.0140	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0066	0.0140	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0062	0.0140	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0058	0.0140	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0052	0.0140	0.0000	0.0000
D	124.000	0.00	180.0	0.0	0.0145	0.0653	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0168	0.0785	0.0000	0.0000
D	100.750	0.00	180.0	0.0	0.0171	0.2005	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0171	0.2005	0.0000	0.0000
D	96.500	0.00	180.0	0.0	0.0175	0.1246	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0204	0.1614	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0205	0.3867	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0205	0.3867	0.0000	0.0000
D	47.250	0.00	180.0	0.0	0.0207	0.2271	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0194	0.2663	0.0000	0.0000
D	11.812	0.00	180.0	0.0	0.0195	0.2741	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0201	0.2819	0.0000	0.0000

=====

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

=====

MAST ELEV ft	DEFLECTIONS (ft).....			ROTATIONS (deg).....		
	 HORIZONTAL	.....	DOWN	 TILT	.....	TWIST
	ALONG	ACROSS		ALONG	ACROSS	
124.0	2.34L	0.02K	0.06L	1.85L	0.01K	0.00I
120.7	2.24L	0.02K	0.06L	1.85L	0.01K	0.00I
117.4	2.13L	0.02K	0.05L	1.85L	0.01K	0.00I
114.0	2.02L	0.01K	0.05L	1.84L	0.01K	0.00I
110.7	1.91L	0.01K	0.05L	1.82L	0.01K	0.00I
107.4	1.81L	0.01K	0.04L	1.80L	0.01K	0.00I
104.1	1.71L	0.01K	0.04L	1.77L	0.01K	0.00I
100.7	1.60L	0.01K	0.04L	1.74L	0.01K	0.00I
96.5	1.48L	0.01K	0.03L	1.70L	0.01K	0.00I
90.3	1.30L	0.01K	0.03L	1.63L	0.01K	0.00I
84.1	1.13L	0.01K	0.02L	1.55L	0.01K	0.00I
78.0	0.96L	0.01K	0.02L	1.45L	0.01K	0.00I
71.8	0.81L	0.01K	0.01L	1.34L	0.01K	0.00L
65.6	0.68L	0.00K	0.01L	1.22L	0.01K	0.00L
59.4	0.55L	0.00K	0.01L	1.09L	0.01K	0.00L
53.2	0.44L	0.00K	0.01L	0.95L	0.01K	0.00L
47.2	0.35L	0.00K	0.00L	0.85L	0.01K	0.00L
41.3	0.26L	0.00K	0.00L	0.74L	0.01K	0.00L
35.4	0.19L	0.00K	0.00L	0.63L	0.00K	0.00L
29.5	0.13L	0.00K	0.00L	0.53L	0.00K	0.00L
23.6	0.09L	0.00K	0.00I	0.42L	0.00K	0.00L
17.7	0.05L	0.00K	0.00I	0.31L	0.00K	0.00L
11.8	0.02L	0.00K	0.00I	0.21L	0.00K	0.00L
5.9	0.01L	0.00K	0.00I	0.10L	0.00K	0.00L
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

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MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t.WIND.DIR ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
124.0	0.25 C	0.31 E	-0.01 K	-0.77 K	-0.03 K	0.00 K
120.7	0.73 C	0.64 E	-0.01 K	-2.02 E	-0.04 E	0.00 E
	0.73 B	0.67 L	0.08 L	-2.04 F	0.06 L	0.00 I
117.4	8.45 B	3.79 L	0.08 L	-9.81 L	-0.21 L	0.01 L
	8.45 B	3.78 L	-0.05 F	-9.77 A	-0.18 C	0.01 L
114.0	9.20 B	4.39 L	-0.05 F	-24.65 L	-0.27 L	0.01 L
	9.20 B	4.38 A	-0.08 F	-24.69 L	-0.32 L	0.01 L
110.7	9.94 B	4.98 A	-0.08 F	-40.69 A	0.39 F	0.01 I
	9.94 B	5.03 A	-0.04 E	-40.69 A	0.40 F	0.01 I
107.4	10.19 B	5.08 A	-0.04 E	-58.49 A	0.53 F	0.02 I
	10.19 B	5.08 L	-0.09 F	-58.52 A	0.50 F	0.02 I
104.1	10.96 B	5.68 L	-0.09 F	-77.85 L	0.79 F	0.02 I
	10.96 B	5.70 I	0.09 K	-77.76 A	0.78 F	0.02 I
100.7	19.01 B	8.52 I	0.09 K	-106.21 L	1.09 F	0.02 I
	19.01 B	8.49 L	0.11 K	-106.21 L	1.12 F	0.03 I
96.5	19.86 B	8.57 L	0.11 K	-144.89 L	1.40 F	0.03 I
	20.36 B	9.06 L	-0.10 L	-144.88 L	1.39 F	0.03 I
90.3	21.66 B	9.70 L	-0.10 L	-205.56 L	-1.93 K	0.04 I
	21.66 B	9.72 L	-0.11 L	-205.57 L	-1.92 K	0.04 I
84.1	30.10 B	12.52 L	-0.11 L	-282.38 L	-2.57 K	0.05 I
	30.10 B	12.53 K	-0.12 L	-282.37 L	-2.57 K	0.05 I
78.0	31.46 B	13.16 K	-0.12 L	-366.77 L	-3.21 K	0.07 I
	31.46 B	13.16 L	-0.11 L	-366.74 L	-3.20 K	0.07 I
71.8	39.78 B	15.87 L	-0.11 L	-460.57 L	-3.79 K	0.08 I
	39.78 B	15.87 L	-0.11 L	-460.56 L	-3.78 K	0.08 I
	41.69 B	17.08 L	-0.11 L	-568.24 L	-4.37 K	0.10 I

65.6	.....	.....	.....	.....	.....	.....
	41.69 B	17.07 L	0.10 C	-568.25 L	-4.38 K	0.10 I
	42.95 B	17.52 L	0.10 C	-680.68 L	-5.04 K	0.11 I
59.4	.....	.....	.....	.....	.....	.....
	42.95 B	17.53 L	0.11 K	-680.66 L	-5.05 K	0.11 I
	43.95 B	17.66 L	0.11 K	-794.12 L	-5.72 K	-0.12 L
53.2	.....	.....	.....	.....	.....	.....
	43.95 B	17.67 I	0.11 K	-794.14 L	-5.72 K	0.12 I
	46.27 B	17.79 I	0.11 K	-904.68 L	-6.39 K	-0.12 L
47.2	.....	.....	.....	.....	.....	.....
	46.27 B	17.80 L	0.12 K	-904.65 L	-6.38 K	-0.12 L
	47.64 B	17.93 L	0.12 K	-1013.97 L	-7.09 K	-0.13 L
41.3	.....	.....	.....	.....	.....	.....
	47.64 B	17.92 L	0.11 K	-1013.95 L	-7.09 K	-0.13 L
	49.04 B	18.04 L	0.11 K	-1123.57 L	-7.74 K	-0.14 L
35.4	.....	.....	.....	.....	.....	.....
	49.04 B	18.05 L	0.12 K	-1123.58 L	-7.74 K	-0.14 L
	50.49 B	18.17 L	0.12 K	-1233.53 L	-8.43 K	-0.15 L
29.5	.....	.....	.....	.....	.....	.....
	50.49 B	18.18 L	0.12 K	-1233.54 L	-8.43 K	-0.15 L
	51.98 B	18.30 L	0.12 K	-1343.72 L	-9.14 K	-0.15 L
23.6	.....	.....	.....	.....	.....	.....
	51.98 B	18.30 L	0.12 K	-1343.72 L	-9.14 K	-0.15 L
	53.50 B	18.41 L	0.12 K	-1454.10 L	-9.83 K	-0.15 L
17.7	.....	.....	.....	.....	.....	.....
	53.50 B	18.41 L	0.12 K	-1454.10 L	-9.83 K	-0.15 L
	55.07 B	18.53 L	0.12 K	-1564.67 L	-10.53 K	-0.16 L
11.8	.....	.....	.....	.....	.....	.....
	55.07 B	18.54 L	0.12 K	-1564.67 L	-10.53 K	-0.16 L
	56.70 B	18.66 L	0.12 K	-1675.38 L	-11.24 K	-0.16 L
5.9	.....	.....	.....	.....	.....	.....
	56.70 B	18.66 L	0.12 K	-1675.38 L	-11.24 K	-0.16 L
	58.35 B	18.77 L	0.12 K	-1786.21 L	-11.95 K	-0.16 L

base						
reaction	58.35 B	-18.77 L	-0.12 K	1786.21 L	11.95 K	0.16 L

COMPLIANCE WITH 4.8.2 & 4.5.4
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ELEV	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
ft							
124.00							
	0.00C	0.00K	0.00E	0.00K	YES	15.69A	45.2
	0.00C	0.00E	0.00E	0.00E	YES	16.27A	45.2

120.68	0.00B	0.00F	0.00L	0.00F	YES	16.27A	45.2
	0.01B	0.01L	0.01L	0.02L	YES	16.85A	45.2
117.36	0.01B	0.01A	0.01L	0.02A	YES	16.85A	45.2
	0.01B	0.03L	0.01L	0.04L	YES	17.44A	45.2
114.04	0.01B	0.03L	0.01A	0.04L	YES	17.44A	45.2
	0.01B	0.05A	0.01A	0.05A	YES	18.02A	45.2
110.71	0.01B	0.05A	0.01A	0.05A	YES	18.02A	45.2
	0.01B	0.06A	0.01A	0.07A	YES	18.60A	45.2
107.39	0.01B	0.06A	0.01L	0.07A	YES	18.60A	45.2
	0.01B	0.08L	0.01L	0.09L	YES	19.18A	45.2
104.07	0.01B	0.08A	0.01I	0.09A	YES	19.18A	45.2
	0.01B	0.11L	0.01I	0.12L	YES	19.76A	45.2
100.75	0.01B	0.07L	0.01L	0.08L	YES	13.06A	45.2
	0.01B	0.09L	0.01L	0.09L	YES	13.55A	45.2
96.50	0.01B	0.09L	0.01L	0.10L	YES	13.32A	45.2
	0.01B	0.11L	0.01L	0.12L	YES	14.04A	45.2
90.32	0.01B	0.11L	0.01L	0.12L	YES	14.04A	45.2
	0.01B	0.14L	0.01L	0.15L	YES	14.76A	45.2
84.14	0.01B	0.14L	0.01K	0.15L	YES	14.76A	45.2
	0.01B	0.17L	0.01K	0.18L	YES	15.48A	45.2
77.96	0.01B	0.17L	0.01L	0.18L	YES	15.48A	45.2
	0.01B	0.20L	0.01L	0.21L	YES	16.20A	45.2
71.79	0.01B	0.20L	0.01L	0.21L	YES	16.20A	45.2
	0.01B	0.22L	0.01L	0.24L	YES	16.92A	45.2
65.61	0.01B	0.22L	0.01L	0.24L	YES	16.92A	45.2
	0.01B	0.25L	0.01L	0.26L	YES	17.64A	45.2
59.43	0.01B	0.25L	0.01L	0.26L	YES	17.64A	45.2
	0.01B	0.27L	0.01L	0.29L	YES	18.36A	45.2
53.25	0.01B	0.20L	0.01I	0.21L	YES	13.68A	45.2
	0.01B	0.21L	0.01I	0.22L	YES	14.20A	45.2
47.25							

	0.01B	0.22L	0.01L	0.23L	YES	13.94A	45.2
41.34	0.01B	0.23L	0.01L	0.24L	YES	14.46A	45.2
	0.01B	0.23L	0.01L	0.24L	YES	14.46A	45.2
35.44	0.01B	0.24L	0.01L	0.25L	YES	14.97A	45.2
	0.01B	0.24L	0.01L	0.25L	YES	14.97A	45.2
29.53	0.01B	0.24L	0.01L	0.25L	YES	15.49A	45.2
	0.01B	0.24L	0.01L	0.25L	YES	15.49A	45.2
23.62	0.01B	0.25L	0.01L	0.26L	YES	16.01A	45.2
	0.01B	0.25L	0.01L	0.26L	YES	16.01A	45.2
17.72	0.01B	0.26L	0.01L	0.27L	YES	16.52A	45.2
	0.01B	0.26L	0.01L	0.27L	YES	16.52A	45.2
11.81	0.01B	0.26L	0.01L	0.27L	YES	17.04A	45.2
	0.01B	0.26L	0.01L	0.27L	YES	17.04A	45.2
5.91	0.01B	0.27L	0.01L	0.28L	YES	17.55A	45.2
	0.01B	0.27L	0.01L	0.28L	YES	17.55A	45.2
0.00	0.01B	0.27L	0.01L	0.28L	YES	18.07A	45.2

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

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DOWN	SHEAR.w.r.t.WIND.DIR		MOMENT.w.r.t.WIND.DIR		TORSION
kip	ALONG	ACROSS	ALONG	ACROSS	ft-kip
	kip	kip	ft-kip	ft-kip	
58.35	18.77	0.12	-1786.21	-11.95	-0.16
B	L	K	L	K	L

=====

Seismic Load Effects
Equivalent Lateral Force Procedure
ANSI/TIA-222-H

Parameters	Description	h _i (ft.)	w _i (kips)	W _n (kips)	Vertical Distribution of Seismic Forces			
					$\frac{w_i h_i}{\sum w_i h_i}$	$\frac{F_x \text{ or } F_y}{\sum F_x \text{ or } F_y}$ (kips)	$\frac{E_x}{\sum E_x}$ (kips)	$\frac{E_y}{\sum E_y}$ (kips)
Risk Category							$\frac{1.2 D + 1.0 E_x}{\sum}$ (kips)	$\frac{0.9 D - 1.0 E_y}{\sum}$ (kips)
II	Branches Load	126.50	0.2500	0.0000	4,000.5625	0.0317	0.0154	0.2096
1.500	Step Bolts/Safety Climb Load	122.00	0.0056	0.0000	83.3504	0.0007	0.0003	0.0047
R	Branches Load	121.50	0.2500	0.0000	3,690.5625	0.0293	0.0154	0.2096
S _s	Antenna Load	119.00	6.0000	6.0000	84,966.0000	0.6735	0.3684	5.0316
S ₁	Line Deadload	119.00	1.4851	0.0000	21,030.5011	0.1667	0.0912	1.2454
Site Class	Branches Load	116.50	0.5000	0.0000	6,786.1250	0.0538	0.0307	0.4193
D (default)	Step Bolts/Safety Climb Load	115.00	0.0140	0.0000	185.1500	0.0015	0.0009	0.0117
T _L (sec)	Branches Load	111.50	0.5000	0.0000	6,216.1250	0.0493	0.0307	0.4193
F _a	Structure - Section 1	110.25	2.0116	0.0000	24,451.1237	0.1938	0.1235	1.6869
F _v	Branches Load	106.50	0.5000	0.0000	5,671.1250	0.0450	0.0307	0.4193
S _{MS}	Step Bolts/Safety Climb Load	105.00	0.0140	0.0000	154.3500	0.0012	0.0009	0.0117
S _{M1}	Antenna Load	104.00	6.0000	6.0000	64,896.0000	0.5144	0.3684	5.0316
S _{PS}	Line Deadload	104.00	1.2979	0.0000	14,038.0864	0.1113	0.0797	1.0884
S _{D1}	Branches Load	101.50	0.5000	0.0000	5,151.1250	0.0408	0.0307	0.4193
T _s	Branches Load	96.50	0.5000	0.0000	4,656.1250	0.0369	0.0307	0.4193
I _e	Step Bolts/Safety Climb Load	95.00	0.0140	0.0000	126.3500	0.0010	0.0009	0.0117
Ω	Branches Load	91.50	0.5000	0.0000	4,186.1250	0.0332	0.0307	0.4193
C _s	Antenna Load	89.00	6.0000	6.0000	47,526.0000	0.3767	0.3684	5.0316
E (ksi)	Line Deadload	89.00	1.1107	0.0000	8,797.8547	0.0697	0.0682	0.9314
I _{top} (in ⁴)	Branches Load	86.50	0.5000	0.0000	3,741.1250	0.0297	0.0307	0.4193
I _{bot} (in ⁴)	Step Bolts/Safety Climb Load	85.00	0.0140	0.0000	101.1500	0.0008	0.0009	0.0117
I _{avg} (in ⁴)	Branches Load	81.50	0.5000	0.0000	3,321.1250	0.0263	0.0307	0.4193
g (in/s ²)	Branches Load	76.50	0.5000	0.0000	2,926.1250	0.0232	0.0307	0.4193
W _t (kips)	Step Bolts/Safety Climb Load	75.00	0.0140	0.0000	78.7500	0.0006	0.0009	0.0117
W _u (kips)	Antenna Load	74.00	6.0000	0.0000	32,856.0000	0.2604	0.3684	5.0316
W _L (kips)	Line Deadload	74.00	0.9235	0.0000	5,057.0860	0.0401	0.0567	0.7745
L _p (in)	Structure - Section 2	74.00	7.6770	0.0000	42,039.2520	0.3332	0.4714	6.4379
f ₁ (Hertz)	Branches Load	71.50	0.5000	0.0000	2,556.1250	0.0203	0.0307	0.4193
T (sec)	Branches Load	66.50	0.5000	0.0000	2,211.1250	0.0175	0.0307	0.4193
k _e	Step Bolts/Safety Climb Load	65.00	0.0140	0.0000	59.1500	0.0005	0.0009	0.0117
V _s (kips)	Branches Load	63.50	0.5000	0.0000	2,016.1250	0.0160	0.0307	0.4193
3.274	Step Bolts/Safety Climb Load	55.00	0.0140	0.0000	42.3500	0.0003	0.0009	0.0117
D	Step Bolts/Safety Climb Load	45.00	0.0140	0.0000	28.3500	0.0002	0.0009	0.0117
Seismic Design Category	Step Bolts/Safety Climb Load	35.00	0.0140	0.0000	17.1500	0.0001	0.0009	0.0117
	Structure - Section 3	26.62	13.3062	0.0000	9,429.0980	0.0747	0.8170	11.1586
	Step Bolts/Safety Climb Load	25.00	0.0140	0.0000	8.7500	0.0001	0.0009	0.0117
	Step Bolts/Safety Climb Load	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117

Seismic Load Effects
Equivalent Lateral Force Procedure
ANSI/TIA-222-H

Description	Vertical Distribution of Seismic Forces						
	h_i (ft.)	w_i (kips)	W_n (kips)	w_i/h_i	F_x or E_h (kips)	E_v (kips)	$1.2 D + 1.0 E_v$ $0.9 D - 1.0 E_v$ (kips) (kips)
Σ		58.47	18.0000	413.10463	3.27	3.59	73.76 49.03

Round Base Plate and Anchor Rods, per ANSI/TIA 222-H

Pole Data

Diameter: 53.490 in (flat to flat)
Thickness: 0.5 in
Yield (Fy): 65 ksi
of Sides: 18 "0" IF Round
Strength (Fu): 80 ksi

Reactions

Moment, Mu: 6121.83 ft-kips
Axial, Pu: 70.22 kips
Shear, Vu: 64.1 kips

Anchor Rod Data

Quantity: 22
Diameter: 2.25 in
Rod Material: A615
Strength (Fu): 100 ksi
Yield (Fy): 75 ksi
BC Diam. (in): 60.5 BC Override:

Anchor Rod Results

(per 4.9.9)

Maximum Put: 218.38 Kips
 Φt^*Rnt : 243.75 Kips
Vu: 2.91 Kips
 Φv^*Rnv : 149.10 Kips
Tension Interaction Ratio: 0.80
Maximum Puc: 223.96 Kips
 Φc^*Rnc : 268.39 Kips
Vu: 2.91 Kips
 Φc^*Rnvc : 120.77 Kips
Compression Interaction Ratio: 0.84
Maximum Interaction Ratio: **83.5% Pass**

Plate Data

Diameter (in): 66.25 Dia. Override:
Thickness: 2.5 in
Yield (Fy): 50 ksi
Eff Width/Rod: 7.72 in
Drain Hole: 2.625 in. diameter
Drain Location: 24.5 in. center of pole to center of drain hole
Center Hole: 41 in. diameter

Base Plate Results

Base Plate (Mu/Z): 40.0 ksi
Allowable Φ^*Fy : 45.0 ksi (per AISC)
Base Plate Interaction Ratio: **88.8% Pass**

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LPILE for Windows, Version 2019-11.009

Analysis of Individual Piles and Drilled Shafts
Subjected to Lateral Loading Using the p-y Method
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Files Used for Analysis

Path to file locations:

\Program Files (x86)\Ensoft\Lpile2019\files\

Name of input data file:

25-4001-JDS.lp11d

Name of output report file:

25-4001-JDS.lp11o

Name of plot output file:

25-4001-JDS.lp11p

Name of runtime message file:

25-4001-JDS.lp11r

Date and Time of Analysis

Date: March 10, 2025

Time: 13:00:04

Problem Title

Site : Lanton, TN

Tower : 125' Monopine

Prepared for : VOGUE TOWERS

Job Number : 25-4001-JDS

Engineer : ARH

Program Options and Settings

Computational Options:

- Conventional Analysis

Engineering Units Used for Data Input and Computations:

- US Customary System Units (pounds, feet, inches)

Analysis Control Options:

- | | | |
|--|---|---------------|
| - Maximum number of iterations allowed | = | 999 |
| - Deflection tolerance for convergence | = | 1.0000E-05 in |
| - Maximum allowable deflection | = | 100.0000 in |
| - Number of pile increments | = | 100 |

Loading Type and Number of Cycles of Loading:

- Static loading specified
- Use of p-y modification factors for p-y curves not selected
- Analysis uses layering correction (Method of Georgiadis)
- No distributed lateral loads are entered
- Loading by lateral soil movements acting on pile not selected
- Input of shear resistance at the pile tip not selected
- Input of moment resistance at the pile tip not selected
- Input of side resistance moment along pile not selected
- Computation of pile-head foundation stiffness matrix not selected
- Push-over analysis of pile not selected
- Buckling analysis of pile not selected

Output Options:

- Output files use decimal points to denote decimal symbols.
- Report only summary tables of pile-head deflection, maximum bending moment, and maximum shear force in output report file.
- No p-y curves to be computed and reported for user-specified depths
- Print using wide report formats

Pile Structural Properties and Geometry

Number of pile sections defined	=	1
Total length of pile	=	38.500 ft
Depth of ground surface below top of pile	=	0.5000 ft

Pile diameters used for p-y curve computations are defined using 2 points.

p-y curves are computed using pile diameter values interpolated with depth over the length of the pile. A summary of values of pile diameter vs. depth follows.

Point No.	Depth Below Pile Head feet	Pile Diameter inches
1	0.000	84.0000
2	38.500	84.0000

Input Structural Properties for Pile Sections:

Pile Section No. 1:

Section 1 is a round drilled shaft, bored pile, or CIDH pile
Length of section = 38.500000 ft
Shaft Diameter = 84.000000 in
Shear capacity of section = 0.0000 lbs

Ground Slope and Pile Batter Angles

Ground Slope Angle = 0.000 degrees
= 0.000 radians
Pile Batter Angle = 0.000 degrees
= 0.000 radians

Soil and Rock Layering Information

The soil profile is modelled using 1 layers

Layer 1 is stiff clay without free water

Distance from top of pile to top of layer = 0.500000 ft
Distance from top of pile to bottom of layer = 60.500000 ft
Effective unit weight at top of layer = 110.000000 pcf
Effective unit weight at bottom of layer = 110.000000 pcf
Undrained cohesion at top of layer = 1000.000000 psf
Undrained cohesion at bottom of layer = 1000.000000 psf
Epsilon-50 at top of layer = 0.010000
Epsilon-50 at bottom of layer = 0.010000

(Depth of the lowest soil layer extends 22.000 ft below the pile tip)

Summary of Input Soil Properties

Layer Num.	Soil Type Name (p-y Curve Type)	Layer Depth ft	Effective Unit Wt. pcf	Cohesion psf	E50 or krm
1	Stiff Clay w/o Free Water	0.5000 60.5000	110.0000 110.0000	1000.0000 1000.0000	0.01000 0.01000

Static Loading Type

Static loading criteria were used when computing p-y curves for all analyses.

Pile-head Loading and Pile-head Fixity Conditions

Number of loads specified = 2

Load Run No.	Load Analysis Type	Condition 1	Condition 2	Axial Thrust Force, lbs	Compute Top y vs. Pile Length
1 Yes	1	V = 85896. lbs	M = 98441487. in-lbs	94097.	No
2 Yes	1	V = 18864. lbs	M = 21542231. in-lbs	58643.	No

V = shear force applied normal to pile axis

M = bending moment applied to pile head

y = lateral deflection normal to pile axis

S = pile slope relative to original pile batter angle

R = rotational stiffness applied to pile head

Values of top y vs. pile lengths can be computed only for load types with specified shear loading (Load Types 1, 2, and 3).

Thrust force is assumed to be acting axially for all pile batter angles.

Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness

Axial thrust force values were determined from pile-head loading conditions

Number of Pile Sections Analyzed = 1

Pile Section No. 1:

Dimensions and Properties of Drilled Shaft (Bored Pile):

Length of Section = 38.500000 ft

Shaft Diameter	=	84.000000 in
Concrete Cover Thickness (to edge of long. rebar)	=	3.625000 in
Number of Reinforcing Bars	=	38 bars
Yield Stress of Reinforcing Bars	=	60000. psi
Modulus of Elasticity of Reinforcing Bars	=	29000000. psi
Gross Area of Shaft	=	5542. sq. in.
Total Area of Reinforcing Steel	=	48.137211 sq. in.
Area Ratio of Steel Reinforcement	=	0.87 percent
Edge-to-Edge Bar Spacing	=	4.963089 in
Maximum Concrete Aggregate Size	=	0.750000 in
Ratio of Bar Spacing to Aggregate Size	=	6.62
Offset of Center of Rebar Cage from Center of Pile	=	0.0000 in

Axial Structural Capacities:

Nom. Axial Structural Capacity = $0.85 F_c A_c + F_y A_s$	=	23901.376 kips
Tensile Load for Cracking of Concrete	=	-2579.712 kips
Nominal Axial Tensile Capacity	=	-2888.233 kips

Reinforcing Bar Dimensions and Positions Used in Computations:

Bar Number	Bar Diam. inches	Bar Area sq. in.	X inches	Y inches
-----	-----	-----	-----	-----
1	1.270000	1.266769	37.740000	0.000000
2	1.270000	1.266769	37.225276	6.211800
3	1.270000	1.266769	35.695143	12.254158
4	1.270000	1.266769	33.191339	17.962255
5	1.270000	1.266769	29.782163	23.180388
6	1.270000	1.266769	25.560607	27.766220
7	1.270000	1.266769	20.641823	31.594663
8	1.270000	1.266769	15.159985	34.561285
9	1.270000	1.266769	9.264622	36.585166
10	1.270000	1.266769	3.116544	37.611099
11	1.270000	1.266769	-3.116544	37.611099
12	1.270000	1.266769	-9.264622	36.585166
13	1.270000	1.266769	-15.159985	34.561285
14	1.270000	1.266769	-20.641823	31.594663
15	1.270000	1.266769	-25.560607	27.766220
16	1.270000	1.266769	-29.782163	23.180388
17	1.270000	1.266769	-33.191339	17.962255
18	1.270000	1.266769	-35.695143	12.254158
19	1.270000	1.266769	-37.225276	6.211800
20	1.270000	1.266769	-37.740000	0.000000
21	1.270000	1.266769	-37.225276	-6.211800
22	1.270000	1.266769	-35.695143	-12.254158
23	1.270000	1.266769	-33.191339	-17.962255
24	1.270000	1.266769	-29.782163	-23.180388
25	1.270000	1.266769	-25.560607	-27.766220
26	1.270000	1.266769	-20.641823	-31.594663
27	1.270000	1.266769	-15.159985	-34.561285
28	1.270000	1.266769	-9.264622	-36.585166
29	1.270000	1.266769	-3.116544	-37.611099
30	1.270000	1.266769	3.116544	-37.611099
31	1.270000	1.266769	9.264622	-36.585166
32	1.270000	1.266769	15.159985	-34.561285
33	1.270000	1.266769	20.641823	-31.594663
34	1.270000	1.266769	25.560607	-27.766220
35	1.270000	1.266769	29.782163	-23.180388

36	1.270000	1.266769	33.191339	-17.962255
37	1.270000	1.266769	35.695143	-12.254158
38	1.270000	1.266769	37.225276	-6.211800

NOTE: The positions of the above rebars were computed by LPile

Minimum spacing between any two bars not equal to zero = 4.963 inches
between bars 32 and 33.

Ratio of bar spacing to maximum aggregate size = 6.62

Concrete Properties:

Compressive Strength of Concrete	=	4500. psi
Modulus of Elasticity of Concrete	=	3823676. psi
Modulus of Rupture of Concrete	=	-503.115295 psi
Compression Strain at Peak Stress	=	0.002001
Tensile Strain at Fracture of Concrete	=	-0.0001152
Maximum Coarse Aggregate Size	=	0.750000 in

Number of Axial Thrust Force Values Determined from Pile-head Loadings = 2

Number	Axial Thrust Force kips
-----	-----
1	58.643
2	94.097

Summary of Results for Nominal Moment Capacity for Section 1

Moment values interpolated at maximum compressive strain = 0.003
or maximum developed moment if pile fails at smaller strains.

Load No.	Axial Thrust kips	Nominal Mom. Cap. in-kip	Max. Comp. Strain
-----	-----	-----	-----
1	58.643	102713.680	0.00300000
2	94.097	103791.767	0.00300000

Note that the values of moment capacity in the table above are not
factored by a strength reduction factor (phi-factor).

In ACI 318, the value of the strength reduction factor depends on whether
the transverse reinforcing steel bars are tied hoops (0.65) or spirals (0.75).

The above values should be multiplied by the appropriate strength reduction
factor to compute ultimate moment capacity according to ACI 318,
or the value required by the design standard being followed.

The following table presents factored moment capacities and corresponding
bending stiffnesses computed for common resistance factor values used for
reinforced concrete sections.

Axial	Resist.	Nominal	Nominal	Ult. (Fac)	Ult. (Fac)	Bend. Stiff.
-------	---------	---------	---------	------------	------------	--------------

Load No.	Factor	Ax. Thrust kips	Moment Cap in-kips	Ax. Thrust kips	Moment Cap in-kips	at Ult Mom kip-in^2
1	0.65	58.643216	102714.	38.118090	66764.	2.0885E+09
2	0.65	94.097152	103792.	61.163149	67465.	2.1128E+09
1	0.75	58.643216	102714.	43.982412	77035.	2.0129E+09
2	0.75	94.097152	103792.	70.572864	77844.	2.0370E+09
1	0.90	58.643216	102714.	52.778894	92442.	1.3401E+09
2	0.90	94.097152	103792.	84.687437	93413.	1.3583E+09

Summary of Pile-head Responses for Conventional Analyses

Definitions of Pile-head Loading Conditions:

Load Type 1: Load 1 = Shear, V, lbs, and Load 2 = Moment, M, in-lbs

Load Type 2: Load 1 = Shear, V, lbs, and Load 2 = Slope, S, radians

Load Type 3: Load 1 = Shear, V, lbs, and Load 2 = Rot. Stiffness, R, in-lbs/rad.

Load Type 4: Load 1 = Top Deflection, y, inches, and Load 2 = Moment, M, in-lbs

Load Type 5: Load 1 = Top Deflection, y, inches, and Load 2 = Slope, S, radians

Load Case No.	Load Type 1	Pile-head Load 1	Load Type 2	Pile-head Load 2	Axial Loading lbs	Pile-head Deflection inches	Pile-head Rotation radians	Max Shear in Pile lbs	Max Moment in Pile in-lbs
1	V, lb	85896.	M, in-lb	9.84E+07	94097.	19.6421	-0.08174	-482018.	1.02E+08
2	V, lb	18864.	M, in-lb	2.15E+07	58643.	0.08257	-5.44E-04	-97887.	2.21E+07

Maximum pile-head deflection = 19.6420646061 inches

Maximum pile-head rotation = -0.0817445446 radians = -4.683617 deg.

The analysis ended normally.

IBC 1807.3.2.1

Moment (ft·k)	6,152.59	
Shear (k)	64.42	
Caisson diameter (ft)	7	
Caisson height above ground (ft)	0.5	
Caisson height below ground (ft)	31	
Lateral soil pressure (lb/ft ²)	300.00	
Ground to application of force, h (ft)	96.00	
Applied lateral force, P (lb)	64,422	
Lateral soil bearing pressure, S ₁ (lb/ft)	3,100.00	
Diameter, b (ft)	7	
A	6.95	$= (2.34P)/(S_1 b)$
Minimum depth of embedment, d (ft)	30.66	$= 0.5A[1 + (1 + (4.36h / A))^{1/2}]$

MAT FOUNDATION DESIGN BY SABRE INDUSTRIES

125' Monopine VOGUE TOWERS Lanton, TN (25-4001-JDS) 03/10/25 ARH

Overall Loads:

Factored Moment (ft-kips)	6152.59
Factored Axial (kips)	70.57
Factored Shear (kips)	64.42
Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	28.5
Thickness of Mat (ft)	2
Depth to Bottom of Slab (ft)	6
Quantity of Bolts in Bolt Circle	22
Bolt Circle Diameter (in)	60.5
Effective Anchor	
Bolt Embedment (in)	66.5
Diameter of Pier (ft)	7
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4
Quantity of Bars in Mat	41
Bar Diameter in Mat (in)	1.27
Area of Bars in Mat (in ²)	51.94
Spacing of Bars in Mat (in)	8.37
Quantity of Bars Pier	42
Bar Diameter in Pier (in)	1.128
Tie Bar Diameter in Pier (in)	0.625
Spacing of Ties (in)	4
Area of Bars in Pier (in ²)	41.97
Spacing of Bars in Pier (in)	5.66
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15

Max. Net Bearing Press. (ksf)	3.52
Allowable Bearing Pressure (ksf)	2.50
Safety Factor	2.00
Ultimate Bearing Pressure (ksf)	5.00
Bearing Φs	0.75

Minimum Pier Diameter (ft)	7.00
Equivalent Square b (ft)	6.20
Square Pier? (Y/N)	N

Recommended Spacing (in)	5 to 12
--------------------------	---------

Minimum Pier A _s (in ²)	27.71
Recommended Spacing (in)	5 to 12

Volume of Concrete (yd³) 66.58

Two-Way Shear Action:

Average d (in)	19.73
φv _c (ksi)	0.201
φv _c = φ(2 + 4/β _c)f' _c ^{1/2}	0.302
φv _c = φ(α _s d/b _o + 2)f' _c ^{1/2}	0.206
φv _c = φ4f' _c ^{1/2}	0.201
Shear perimeter, b _o (in)	376.69
β _c	1

v _u (ksi)	0.141
----------------------	-------

J (in ³)	1.111E+07
c + d (in)	94.17
0.40M _{sc} (ft-kips)	2577.0

One-Way Shear:

φV _c (kips)	679.0
------------------------	-------

V _u (kips)	418.8
-----------------------	-------

Stability:

Overturning Design Strength (ft-k)	8578.9
------------------------------------	--------

Total Applied M (ft-k)	6571.3
------------------------	--------

Pier-Slab Transfer by Flexure:

b_{slab} (ft)	13.00		
ϕM_n (ft-kips)	3952.8	$0.60M_{sc}$ (ft-kips)	3865.5

Pier Design:

ϕV_n (kips)	1035.5	V_u (kips)	64.4
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c{}^{1/2} b_w d$	571.6		
V_s (kips)	618.5	*** $V_s \max = 4 f'_c{}^{1/2} b_w d$ (kips)	1514.7
Maximum Spacing (in)	8.71	(Only if Shear Ties are Required)	
Actual Hook Development (in)	18.46	Req'd Hook Development l_{dh} (in) - Tension	14.12
		Req'd Hook Development l_{dc} (in) - Compression	15.23

Flexure in Slab:

ϕM_n (ft-kips)	4332.9	M_u (ft-kips)	3295.8
a (in)	2.38		
Steel Ratio	0.00770		
β_1	0.825		
Maximum Steel Ratio (ρ_t)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	126.00	Required Development in Pad (in)	34.08

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Interaction Diagram	1
Two-Way Shear Action	1
One-Way Shear Action	1
Overturning	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Hook Development	1
Anchor Bolt Pullout	1
Anchor Bolt Punching Shear	1

BK/PG:R3041/488-494

25000439

7 PGS : LEASE

BECKY BUCHANAN 343406 - 25000439

01/13/2025 - 08:58 AM

VALUE

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 35.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 37.00

STATE of TENNESSEE, MAURY COUNTY

JOHN FLEMING

REGISTER OF DEEDS

(Above 3" Space for Recorder's Use Only)

Prepared by and Return to:

Vogue Towers II, LLC
430 Chestnut Street, Suite 101-B
Chattanooga, TN 37402
ATTN: Pat Troxell-Tant

Tenant Site Reference: TN-50001

Parcel Reference: 060051007010002023

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease (the "**Memorandum**") evidences an Option and Lease Agreement (the "**Lease**") between **Christ Our Savior Evangelical Lutheran Church a/k/a Christ Our Savior Lutheran Church** ("**Landlord**"), whose address is 2494 Nashville Highway, Columbia, TN 38401 (the "**Landlord**"), and **Vogue Towers II, LLC**, a Delaware limited liability company, whose mailing address is 1000 Corporate Centre Drive, Suite 130, Franklin, TN 37067 (the "**Tenant**"), dated the 26 day of JULY, 2024 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of one (1) year from the Effective Date and may be renewed by Tenant for an additional one (1) year period.

Landlord ratifies, restates, and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with seven (7) renewal option(s) of an additional five (5) years each, and further provides:

1. The Lease may be assigned by Landlord only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;
3. This Memorandum is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions, or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions

of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE as of the date last signed by a party hereto.

LANDLORD:

**Christ Our Savior Evangelical Lutheran Church
a/k/a Christ Our Savior Lutheran Church**

By: *[Signature]*
Name: John P. Fowler

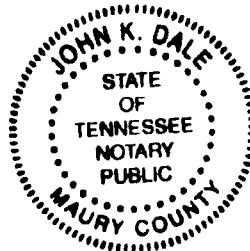
**STATE OF TENNESSEE
COUNTY OF _____**

I, John K. Dale, a Notary Public of Maury County, Tennessee, certify that John P. Fowler personally came before me this day and acknowledged that he/she is the President of **Christ Our Savior Evangelical Lutheran Church a/k/a Christ Our Savior Lutheran Church**, a Tennessee Nonprofit Corporation, and that he/she, as said President, being authorized to do so, executed the foregoing instrument on behalf of said Nonprofit Corporation.

WITNESS my hand and official seal this 21st day of July, 2024.

[Signature]
Notary Public

My Commission Expires:
10/19/2027



[Tenant's Signature Page to Memorandum of Option to Lease]

TENANT:

VOGUE TOWERS II, LLC

By: Pat Troxell-Tant

Name: Pat Troxell-Tant

Title: President of Development

STATE OF TENNESSEE
COUNTY OF HAMILTON

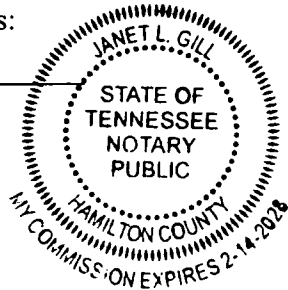
I, Janet L. Gill, a Notary Public of Hamilton County, Tennessee, certify that **PAT TROXELL-TANT**, personally came before me this day and acknowledged that she is the **PRESIDENT OF DEVELOPMENT** of **VOGUE TOWERS II, LLC**, a Delaware limited liability company, and that she, as such **PRESIDENT OF DEVELOPMENT**, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official seal this 24 day of July, 2024.

Janet L. Gill
Notary Public

My Commission Expires:

2-14-28

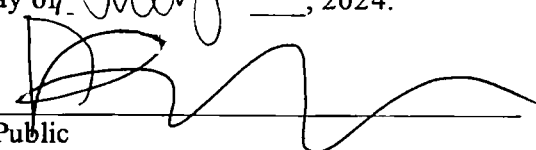



By: _____
Name: Scott Riggs
Title: Chief Operating Officer

**STATE OF TENNESSEE
COUNTY OF WILLIAMSON**

I, Ruth Duggar, a Notary Public of Williamson County, Tennessee, certify that **SCOTT RIGGS** personally came before me this day and acknowledged that he is the **CHIEF OPERATING OFFICER** of **VOGUE TOWERS II, LLC**, a Delaware limited liability company, and that he, as said **CHIEF OPERATING OFFICER**, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official seal this 26th day of July, 2024.



Notary Public

My Commission Expires:

9/28/26

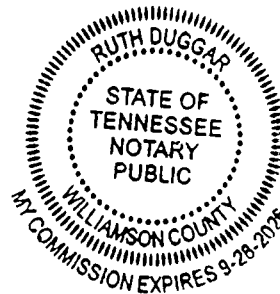


EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

Being a Tract of land located in Maury County, Tennessee, and being bounded on the West by U.S. Highway 31, North and East by Edward P. Foster as of record in Deed Book 643, page 570 and South by William Hunt, Trustee as of record in Deed Book 851, page 76 and 851, page 84, from whose property this tract is taken and being more particularly described as follows:

Beginning at an iron rod in the East margin of U.S. Highway 31, the southwest corner of the herein described tract; thence with margin of said road along a curve to the left having a radius of 10817.75 feet for a distance of 200.00 feet (chord North 27degrees 51 minutes 36 seconds East 200.00 feet) to an iron rod; thence leaving said highway with Edward P. Foster as of record in Deed Book 643, Page 570 South 82 degrees 53 minutes 57 seconds East 703.08 feet to an iron rod; thence with same South 7 degrees 12 minutes 24 seconds West 218.23 feet to an iron rod; thence with same South 34 degrees 37 minutes 37 seconds East 243.00 feet to an iron rod; thence with William Hunt, Trustee as of record in Deed Book 851, page 76 and 851, page 84 from whose property this tract is taken North 70 degrees 05 minutes 41 seconds West 959.16 feet to the beginning containing 5.00 acres more or less by survey of W.A. Richardson, Jr., (RLS #689), 403 Oakwood Drive, Columbia, TN 38401, January 18, 1993.

Less and except Deed recorded in Book R2072, Page 1244, in the Register's Office for Maury County, Tennessee.

Being the same property conveyed to Christ Our Savior Evangelical Luthern Church by Warranty Deed from William L. Hunt, Trustee for the Edgar J. Doyle Trust and the Lester Hill Doyle Trust of record in Book 1174, page 310, Register's Office for Maury County, Tennessee, dated March 01, 1993 and recorded on March 02, 1993, Correction Deed recorded in Book 1195, Page 444, said Register's Office.

CERTIFICATE OF AUTHENTICITY

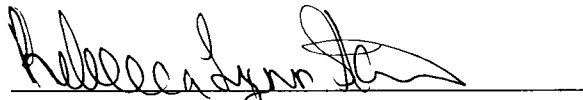
I, Kirby W. Yost, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on July 26, 2024 (date of document).



Kirby W. Yost, Affiant Signature
Dated: January 8, 2025

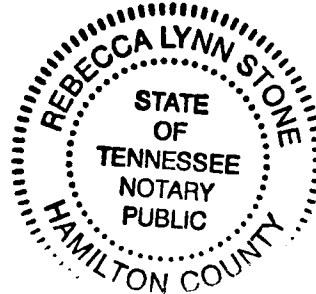
STATE OF TENNESSEE
COUNTY OF HAMILTON

Sworn and subscribed before me this 8th day of January, 2025



Rebecca Lynn Stone, Notary Signature

My Commission Expires: 01/17/2027





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4556 - AN ORDINANCE APPROVING THE CONVEYANCE OF A PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS TO COLUMBIA POWER AND WATER SYSTEMS FOR PURPOSES OF A WATER LINE AND AUTHORIZING THE MAYOR TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO CONVEY SAID EASEMENTS TO COLUMBIA POWER AND WATER SYSTEMS

RECOMMENDATION: Approve Ordinance No. 4556 on first consideration.

INFORMATION: CPWS as part of their Community H2O Program has identified a permanent utility and temporary construction easements that are needed for their long-term water supply program. The easements are on a portion of the 24 acres of land identified as Parcel ID 089L, H 17.00. CPWS has made a firm offer of \$84,400 for the purchase of a permanent utility easement and temporary construction easements on Parcel 089L, H 17.00.

CERTIFICATION:

ATTACHMENTS: Staff Report, Ordinance No. 4556, Exhibit A, Exhibit B, H2O Docs.

**AN ORDINANCE APPROVING THE CONVEYANCE OF A PERMANENT
UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS TO
COLUMBIA POWER AND WATER SYSTEMS FOR PURPOSES OF A WATER
LINE AND AUTHORIZING THE MAYOR TO SIGN ANY AND ALL
DOCUMENTS NECESSARY TO CONVEY SAID EASEMENTS TO COLUMBIA
POWER AND WATER SYSTEMS**

WHEREAS, Columbia Power and Water System, as part of the Community H2O Program, has identified and approved a permanent utility easement and temporary construction easements. The easement property rights, on a portion of the 24 acres of land identified as Parcel ID 089L H 17.00 of Columbia, TN are needed in conjunction with the Community H2O Program for the purposes of the Columbia Power and Water Systems long term water supply program; and

WHEREAS, Columbia Power and Water Systems has made a firm offer of \$84,800.00 for the purchase of a permanent utility easement and temporary construction easements on Parcel 089L H 17.00; and

WHEREAS, Columbia Power and Water Systems has requested the City of Columbia to convey a permanent utility easement and a temporary construction easements as described herein for constructing, installing, operating, maintaining, changing the size of, inspecting, altering, replacing, and removing a water line and associated appurtenances, together with a right of ingress and egress over the adjacent lands of the City of Columbia.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA as follows:

SECTION 1. That the City of Columbia, Tennessee, does hereby approve the grant, transfer and conveyance to Columbia Power and Water Systems an exclusive, permanent easement within which to construct, install, operate, maintain, change the size of, inspect, alter, replace and remove a water line and associated appurtenances, together with the right of ingress and egress over the adjacent lands owned by the City to accomplish the foregoing purposes, for a compensation amount of \$84,800.00. Said easements is a portion of Parcel ID 089L H 17.00, located at 200 Santa Fe Pike and is more particularly described in the proposed easements which is attached hereto and incorporated herein as Exhibit "A". See also plat of easements attached hereto and incorporated herein as Exhibit "B".

SECTION 2. That the Mayor of the City of Columbia is hereby authorized to execute and deliver said easements and sign any and all documents necessary to convey said easements to Columbia Power and Water Systems.

SECTION 3. That all Ordinance 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 _____, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st Consideration: _____

Passed on 2nd Consideration: _____

EXHIBIT A
PUBLIC UTILITY EASEMENT
TAX MAP 89L, GROUP H, PARCEL 17.00
MAURY COUNTY, TENNESSEE

Located in the 9th Civil District of Maury County, Tennessee, being a portion of the City of Columbia property, as shown on Deed Book 331, Page 284 of the Register's Office for Maury County, Tennessee (ROMCT), and being more particularly described as follows:

Commencing at a concrete monument (found) in the easterly right-of-way line of North James Campbell Boulevard, having a Tennessee State Plane coordinate value of North: 472,062.44 US feet, East: 1,659,999.82 US feet (NAD83, 2011), thence with said right-of-way, the following two (2) calls:

- 1) North 32° 06' 46" West 63.84 feet;
- 2) Along a curve to the right, having a radius of 912.93 feet, an arc length of 281.38 feet, and a chord bearing of North 18° 55' 14" West 280.26 feet, to the True Point of Beginning;

Thence, continuing with said right-of-way line, along a curve to the right, having a radius of 912.93 feet, an arc length of 55.43 feet, and a chord bearing of North 08° 21' 06" West 55.42 feet;

Thence, severing said City of Columbia property, the following five (5) calls:

- 1) South 82° 34' 31" East 87.74 feet;
- 2) South 26° 22' 09" East 369.67 feet;
- 3) South 75° 54' 38" East 368.18 feet;
- 4) North 41° 34' 46" East 158.72 feet;
- 5) North 67° 13' 25" East 323.66 feet, to the easterly line of said City of Columbia property and the west bank of the Duck River;

Thence, with said easterly line, South 17° 32' 25" East 50.21 feet;

Thence, severing said City of Columbia property, the following five (5) calls:

- 1) South 67° 13' 25" West 365.46 feet;
- 2) South 41° 34' 46" West 102.99 feet;
- 3) South 75° 54' 38" West 401.16 feet;
- 4) North 26° 22' 09" West 357.61 feet;
- 5) South 88° 00' 26" West 65.94 feet, to the Point of Beginning, containing in all 1.03 acres, more or less.

The description provided hereon was prepared by Stephen Vander Horst, TN RLS 3041, and is derived from an exhibit drawing by M2 Group, LLC entitled "Exhibit Sketch – Columbia Power and Water Systems – Tax Map 89L, Group H, Parcel 17.00", dated March 10, 2025, which is an integral part of this description and hereby incorporated by reference.

TEMPORARY CONSTRUCTION EASEMENT #1
TAX MAP 89L, GROUP H, PARCEL 17.00
MAURY COUNTY, TENNESSEE

Located in the 9th Civil District of Maury County, Tennessee, being a portion of the City of Columbia property, as shown on Deed Book 331, Page 284 of the Register's Office for Maury County, Tennessee (ROMCT), and being more particularly described as follows:

Commencing at a concrete monument (found) in the easterly right-of-way line of North James Campbell Boulevard, having a Tennessee State Plane coordinate value of North: 472,062.44 US feet, East: 1,659,999.82 US feet (NAD83, 2011), thence with said right-of way, the following three (3) calls:

- 1) North 32° 06' 46" West 63.84 feet;
 - 2) Along a curve to the right, having a radius of 912.93 feet, an arc length of 281.38 feet, and a chord bearing of North 18° 55' 14" West 280.26 feet;
 - 3) Along a curve to the right, having a radius of 912.93 feet, an arc length of 55.43 feet, and a chord bearing of North 08° 21' 06" West 55.42 feet, to the True Point of Beginning;
- Thence, continuing with said right-of-way, along a curve to the right, having a radius of 912.93 feet, an arc length of 30.80 feet, and a chord bearing of North 05° 38' 45" West 30.80 feet;

Thence, severing said City of Columbia property, the following six (6) calls:

- 1) South 82° 34' 31" East 92.68 feet;
- 2) South 26° 22' 09" East 383.64 feet;
- 3) North 75° 54' 38" East 351.46 feet;
- 4) North 41° 34' 46" East 42.47 feet;
- 5) North 02° 57' 40" East 71.92 feet;
- 6) North 67° 13' 25" East 402.30 feet, to the easterly line of said City of Columbia property and the west bank of the Duck River;

Thence, with said easterly line, South 17° 32' 25" East 30.13 feet;

Thence, severing said City of Columbia property, the following five (5) calls:

- 1) South 67° 13' 25" West 323.66 feet;
- 2) South 41° 34' 46" West 158.72 feet;
- 3) South 75° 54' 38" West 368.18 feet;
- 4) North 26° 22' 09" West 369.67 feet;
- 5) North 82° 34' 31" West 87.74 feet, to the Point of Beginning, containing in all 0.67 acres, more or less.

The description provided hereon was prepared by Stephen Vander Horst, TN RLS 3041, and is derived from an exhibit drawing by M2 Group, LLC entitled "Exhibit Sketch – Columbia Power and Water Systems – Tax Map 89L, Group H, Parcel 17.00", dated March 10, 2025, which is an integral part of this description and hereby incorporated by reference.

TEMPORARY CONSTRUCTION EASEMENT #2
TAX MAP 89L, GROUP H, PARCEL 17.00
MAURY COUNTY, TENNESSEE

Located in the 9th Civil District of Maury County, Tennessee, being a portion of the City of Columbia property, as shown on Deed Book 331, Page 284 of the Register's Office for Maury County, Tennessee (ROMCT), and being more particularly described as follows:

Commencing at a concrete monument (found) in the easterly right-of-way line of North James Campbell Boulevard, having a Tennessee State Plane coordinate value of North: 472,062.44 US feet, East: 1,659,999.82 US feet (NAD83, 2011), thence severing said City of Columbia property, the following three (3) calls:

- 1) North 89° 22' 43" East 99.93 feet;
- 2) North 75° 54' 38" East 401.16 feet;
- 3) North 41° 34' 46" East 56.78 feet, to the True Point of Beginning;

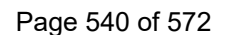
Thence, continuing severing said City of Columbia property, the following two (2) calls:

- 1) North 41° 34' 46" East 46.21 feet;
- 2) North 67° 13' 25" East 365.46 feet, to the easterly line of said City of Columbia property and the west bank of the Duck River;

Thence, with said easterly line, South 17° 32' 25" East 20.08 feet;

Thence, severing said City of Columbia property, South 67° 13' 25" West 405.29 feet, to the Point of Beginning, containing in all 0.18 acres, more or less.

The description provided hereon was prepared by Stephen Vander Horst, TN RLS 3041, and is derived from an exhibit drawing by M2 Group, LLC entitled "Exhibit Sketch – Columbia Power and Water Systems – Tax Map 89L, Group H, Parcel 17.00", dated March 10, 2025, which is an integral part of this description and hereby incorporated by reference.



June 27, 2025

City of Columbia, Tennessee
c/o Tony Massey, City Manager
700 N. Garden Street
Columbia, TN 38401

**RE: Columbia Power and Water Systems
Community H2O Program – Revised Offer to Purchase a Permanent Utility Easement and Temporary
Construction Easement
City of Columbia, Tennessee
Property Located at 200 Santa Fe Pike, Columbia TN 38401/Parcel ID 089L H 17.00**

Dear Mr. Massey:

As part of the Community H2O Program, the above referenced property has been identified and approved for a **permanent utility easement and temporary construction easement** by Columbia Power and Water Systems (CPWS). The easement property rights, on a portion of the 24 acres (1,045,440 SF) of land identified as PARCEL ID 089L H 17.00 of Columbia, TN. are needed in conjunction with the **Community H2O Program** for the purposes of the CPWS's long term water supply program.

The needed permanent utility easement and temporary construction easement property rights located on a portion of Parcel No. 089L H 17.00 have been valued according to established procedures consistent with legal requirements, and the Just Compensation for the easement has been determined to be \$84,800.00

Just Compensation is based upon a fair market value appraisal made by a qualified and competent State Licensed Appraiser. The appraisal approach used in this matter is the Sales Comparison approach.

Columbia Power and Water Systems does hereby make a firm offer of \$84,800.00 for the purchase of a permanent utility easement and temporary construction easement on Parcel 089L H 17.00. CPWS may require subordination agreements from all mortgage companies, certain lienholders, or with regard to other judgments and encumbrances as well as payment of property taxes. The LTL-Schock Group, serving as our representatives, will assist you in obtaining any subordination agreements that may be required.

Attached to this letter is a Summary Statement of the Basis for Just Compensation (**Attachment A**). The Summary explains the market value determination of the appraisal. This offer is contingent upon your ability to convey the easements to CPWS and approval and payment by CPWS.

A legal description survey of your property and easement is included with this letter as **Attachment B**. This legal description states the boundaries of your property, and the legal description therefore documents the exact site and location of your easement, needed by CPWS.

City of Columbia
Page 2

Please review the attached approved Offer of Just Compensation and associated documents. For any commitments and/or agreements to be considered valid, such commitments and/or agreements must be set forth in writing. **Please kindly respond within thirty (30) days of receipt of this offer.** A Letter of Acceptance (**Attachment C**) and a sample Purchase Agreement (**Attachment D**) is also included for your review.

Representatives from the LTL-Schock Group will continue to meet with you and will freely discuss with you any matters concerning the program requirements and potential benefits per the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), if applicable.

It is very important to CPWS to serve as a local partner with property owners affected by this program. While CPWS possesses eminent domain authority to acquire the property rights needed for this project, it is our intention to work with property owners to come to an agreement that is beneficial to all parties. If negotiations fail, acquisition under eminent domain may be considered. An explanation of CPWS easement acquisition procedures can be found in the enclosed brochure.

Thank you for your continued support and interest in this program. Should you have any questions, please feel free to contact Ms. Eva Maples at (540) 589-3164.

Yours very truly,



Jonathan Hardin
President/CEO
Columbia Power and Water Systems

Enclosures: Attachment A: Summary Statement of the Basis for Just Compensation
Attachment B: Permanent Utility Easement and Temporary Construction Easement Survey Legal Description
Attachment C: Letter of Acceptance
Attachment D: Sample Purchase Agreement with Exhibit A: Easement Template Brochure

Cc: file

Receipt of this OFFER and Brochure is hereby acknowledged.

I understand that by signing below, I am acknowledging Offer receipt and **that my signature does not constitute an Offer acceptance.**

Received by: _____

Date: _____

PARCEL NO. 089L H 17.00

Summary Statement of the Basis for Just Compensation

VALUE OF PERMANENT UTILITY EASEMENT to be acquired	\$56,000
VALUE OF TEMPORARY CONSTRUCTION EASEMENT to be acquired	\$28,800

TOTAL AMOUNT OFFERED	\$ 84,800
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LAND AND IMPROVEMENTS:

Parcel No.	Area	Interest Acquired
089L H 17.00	1.03 acres	Permanent Utility Easement
089L H 17.00	.85 acres	Temporary Construction Easement

IMPROVEMENTS:

- | | | | |
|---|--|--|--|
| 1. The following items are considered as real property and are included in the above value: <i>None</i> | 2. The following items are considered as personal property and are <u>not</u> included in the above value: <i>None</i> | 3. The following items of real property are located outside the required R/W and are <u>not</u> included in the above value: <i>None</i> | 4. The following items are owned by others and are <u>not</u> included in the above value: <i>None</i> |
|---|--|--|--|

REMARKS: None

NOTES:

The amount of the offer as shown above:

1. is based on the just compensation for the property,
2. is not less than the fair market value of the property,
3. is the approved value of the property,
4. disregards any decrease or increase in the fair market value of the property caused by the project for which the property is being acquired, and
5. does not include any consideration or allowance for relocation costs

Definition of Fair Market Value

"Fair Market Value is the highest price estimated in terms of money which the property would bring if exposed for sale in the open market, allowing a reasonable time in which to find a purchaser buying with knowledge of all the uses and purposes for which it is adapted and for which it is capable of being used."

LETTER OF ACCEPTANCE

PROGRAM NAME: COLUMBIA POWER AND WATER SYSTEMS
COMMUNITY H2O PROGRAM

SUBJECT: PERMANENT UTILITY EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
200 SANTA FE PIKE
COLUMBIA, TENNESSEE
PARCEL 089L H 17.00

OWNER: CITY OF COLUMBIA, TENNESSEE

(AS SHOWN ON THE PRELIMINARY TITLE OPINION)

I (We), _____, hereby accept
the COLUMBIA POWER AND WATER SYSTEMS' offer dated June , 2025
of \$84,800.00 for the permanent utility easement and temporary construction easement
acquisition on the property referenced above. Pursuant to this acceptance, I am (We are)
in the process of the following:

- ☐ Authorizing CPWS and its representatives to contact my lienholder(s) for curative
work on my title, if needed.
- ☐ Obtaining legal services of _____ phone _____ for
assistance with curing title issues with property.

**I am (We are) accepting Columbia Power and Water System's offer to purchase the
above referenced permanent utility easement and temporary construction easement.**

SIGNED: _____ DATE: _____

SIGNED: _____ DATE: _____

ATTACHMENT D: PURCHASE AGREEMENT

NAME OF OWNER _____ PHONE _____

NAME OF OWNER _____ PHONE _____

PROPERTY ADDRESS _____ MAP & PARCEL _____

CITY, STATE, ZIP _____

The parties to this Purchase Agreement ("Agreement") are Columbia Power and Water Systems (CPWS) and

_____ and _____ ("Owner").

The date of this Agreement is _____, 20____.

IN CONSIDERATION OF the benefits stated in this Agreement which are acknowledged to be adequate consideration, the parties agree as follows:

1. **Property.** Owner owns real property located at "address" pursuant to a Deed recorded among the Land Records of Maury County, Tennessee in Book _____, Page _____, and which is described as follows (the "Property"):

<<Legal Description attached>>

2. **Permanent Utility Easement and Temporary Construction Easement Value.** For the purposes of this Community H2O Program, it is agreed the total value of the Easement is \$ _____. This amount is to be the "Fair Market Value" for the Easements and was based upon the appraisal made on the above referenced property. Owner acknowledges that he/she has carefully reviewed all information relative to this value and is satisfied that it is a true and reasonable appraisal of the Easements.
3. **Title.** The Owner understands that CPWS shall obtain title work on my property prior to closing to determine ownership and liens impacting the property. I further understand that all title holders will have to sign the easement as a condition of this agreement and that the lienholders will have to subordinate their interests to the easement.
4. **Title and Closing Costs** Owner acknowledges that CPWS will be responsible for the costs of title search, document preparation and closing.
5. **Easements.** That for and in consideration of the promises and the sums of money paid and agreed to be paid by the CPWS to the Owner, the Owner agrees to sell and CPWS agrees to buy a permanent utility easement and a temporary construction easement over the Property. The permanent utility easement is attached hereto as **Exhibit A**.
6. **Correspondence** Owner must promptly provide CPWS a copy of any and all other correspondence or documentation related to the lienholder subordination and/or consent of lienholder, if applicable.
7. **Contingencies** This Purchase Agreement is contingent on the owner obtaining all subordinations agreements from lienholders as necessary; sufficient project funding as determined in CPWS's sole discretion; and the owner being able to deliver good and marketable title to the property interest to be conveyed pursuant to this Agreement.

ATTACHMENT D: PURCHASE AGREEMENT

8. **Permanent Utility Easement and Temporary Construction Easement Agreement.** Owner understands the Easements shall not be subordinate to any mortgages or security devices affecting the property. Owner acknowledges that Owner has reviewed and approved a copy of the Easements.
9. **Closing Date** Owner acknowledges that the date of closing shall be established at an agreed upon date between the Owner and CPWS. This date should allow for a sufficient length of time, following the execution of this Purchase Agreement, to obtain necessary subordination agreements from lienholders necessary. The Closing shall take place on TBD.
10. **Proceeds to Owner** Compensation shall be delivered to Owner upon Closing and the Owner's conveyance to CPWS of a Permanent Utility Easement and Temporary Construction Easement in a form acceptable to CPWS and the execution of the Easement by CPWS.
11. **Terms and Termination.** This Agreement shall be effective on the date of execution below. CPWS may terminate this Agreement with or without reason at any time prior to closing upon delivery of written notice to Owner.
12. **Notices.** Any notice or other communication to be given under the terms of this Agreement must be in writing and, unless otherwise specified in this Agreement, will be deemed given upon the earlier of its delivery in person or two (2) days after its deposit in the U.S. mails, first class, postage prepaid and properly addressed to Owner at the Property or to CPWS at:

Jonathan Hardin, President/ CEO
Columbia Power and Water Systems
201 Pickens Lane
Columbia, TN. 38402

or to another address as either party shall advise the other in writing from time to time.

13. **Tennessee law.** The provisions of this Agreement shall be governed by Tennessee law.

DATED this _____ **day of** _____, 20 ____.

OWNER(S)

DATE

Columbia Power and Water Systems

DATE

Title: _____

By: _____

Easement No.

OWNER: City of
Columbia, Tennessee

Prepared by: Daniel L. Murphy, Attorney At Law Tax Map 89L Group H, Parcel 17.00

WATERLINE EASEMENT

THIS WATERLINE EASEMENT (the "Waterline Easement") is dated as of and made by the undersigned City of Columbia, Tennessee (herein called "Grantor" whether one or more) to the City of Columbia, Tennessee for the benefit of the Board of Public Utilities for the City of Columbia, d/b/a Columbia Power and Water Systems together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property more particularly described by deed of record in Book 331, Page 284, Registrar's Office for Maury County, Tennessee (the "Property"); and

WHEREAS, Grantee desires to obtain an easement from Grantor for the purposes described herein and in further consideration for the agreements set forth herein and Grantor has agreed to grant the easement to Grantee across Grantor's Property pursuant to the terms of this Waterline Easement.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a Waterline or Waterlines and the appurtenances thereto, including the right to install additional Waterlines and appurtenances in the future as may be necessary or convenient for Grantee and as may be necessary or convenient in the operation of said lines, over, across, under and upon the area described on Exhibit A attached hereto and made a part hereof (the "Easement Area").

2. Grantee shall also be entitled to use temporary workspace as described and shown on Exhibit A (the "Temporary Workspace") to carry out the initial construction of the facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. The use of the Temporary workspace

will be for forty-six months from the start of construction and Grantee's right to utilize this Temporary Workspace will terminate and cease on the date of the end of the Grantee's facilities construction warranty period or at the end of the forty-six months whichever occurs first.

3. Grantee shall have the right to select the exact location of said Waterline and any future additional Waterlines within the Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Easement Area.

4. Grantor further agrees not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without the prior written approval of Grantee.

5. The aforesaid consideration paid from Grantee to Grantor includes any and all damages that may be sustained by the original construction of said Waterlines, including without limitation, cutting trees and damages to land, trees, buildings, fences, growing crops and grasses.

6. In relation to the Easement Area, Grantee has the right to trim, cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee as may be necessary to prevent possible present or future interference with the convenient operation or convenient inspection of said Waterlines and to remove possible present or future hazard to such Waterlines, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs, or other obstructions on the Easement Area and to prevent activities on the Easement Area any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficiency, safety, convenient operation or convenient inspection of said Easement Area, Waterlines and appurtenances.

7. Grantor and Grantee agree that the failure to assert any right under this Waterline Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Waterline Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in Paragraph 6 above.

8. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Waterline Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Waterline Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Waterline Easement has been negotiated by the parties, and this Waterline Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

9. Grantor and Grantee shall be entitled forthwith to full and adequate relief by injunction and to all other legal and equitable remedies for the consequences of any breach of this Waterline Easement. If Grantor or Grantee institutes any litigation to enforce any of the terms, covenants, easements, or obligations set out in this Waterline Easement, the prevailing party in such litigation shall be entitled to collect court costs and reasonable attorneys' fees from the nonprevailing party.

10. Nothing contained herein shall be construed to make Grantor and Grantee partners or joint venturers or to render any of said parties liable for the debts or obligations of the other.

11. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery to the address set forth herein. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

12. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

TO HAVE AND TO HOLD the above described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

CITY OF COLUMBIA, TENNESSEE

BY: CHARLES (CHAZ) M. MOLDER

Its: Mayor

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Charles (Chaz) M. Molder, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his/her oath, acknowledged himself to be Mayor of the City of Columbia, Tennessee, a municipal corporation, the within bargainor, and who, being authorized so to do, acknowledged the execution of the foregoing instrument for the purposes therein contained and expressed by signing the name of the City by himself as Mayor and affixing the seal of the City, if such City has a seal.

Witness my hand at office, this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4557 - AN ORDINANCE APPROVING THE CONVEYANCE OF PERMANENT UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS TO COLUMBIA POWER AND WATER SYSTEMS FOR PURPOSES OF A WATER LINE AND AUTHORIZING THE MAYOR TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO CONVEY SAID EASEMENTS TO COLUMBIA POWER AND WATER SYSTEMS

RECOMMENDATION: Approve Ordinance No. 4557 on first consideration.

INFORMATION: CPWS as part of their Community H2O Program has identified a permanent utility and temporary construction easements that are needed for their long-term water supply program. The easements are on a portion of the 20.64 acres of land identified as Parcel ID 089 039.01. CPWS has made a firm offer of \$24,162 for the purchase of a permanent utility easement and temporary construction easements on Parcel 089 039.01.

CERTIFICATION:

ATTACHMENTS: Staff Report, Ordinance No. 4557, Exhibit A, Exhibit B, H2O Docs.

**AN ORDINANCE APPROVING THE CONVEYANCE OF PERMANENT
UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS
TO COLUMBIA POWER AND WATER SYSTEMS FOR PURPOSES OF A
WATER LINE AND AUTHORIZING THE MAYOR TO SIGN ANY AND ALL
DOCUMENTS NECESSARY TO CONVEY SAID EASEMENTS TO COLUMBIA
POWER AND WATER SYSTEMS**

WHEREAS, Columbia Power and Water System, as part of the Community H2O Program, has identified and approved permanent utility easements and temporary construction easements. The easement property rights, on a portion of the 20.64 acres of land identified as Parcel ID 089 039.01 of Columbia, TN are needed in conjunction with the Community H2O Program for the purposes of the Columbia Power and Water Systems long term water supply program; and

WHEREAS, Columbia Power and Water Systems has made a firm offer of \$24,162.00 for the purchase of permanent utility easements and temporary construction easements on Parcel 089 039.01; and

WHEREAS, Columbia Power and Water Systems has requested the City of Columbia to convey permanent utility easements and a temporary construction easements as described herein for constructing, installing, operating, maintaining, changing the size of, inspecting, altering, replacing, and removing a water line and associated appurtenances, together with a right of ingress and egress over the adjacent lands of the City of Columbia.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA as follows:

SECTION 1. That the City of Columbia, Tennessee, does hereby approve the grant, transfer and conveyance to Columbia Power and Water Systems exclusive, permanent easements within which to construct, install, operate, maintain, change the size of, inspect, alter, replace and remove a water line and associated appurtenances, together with the right of ingress and egress over the adjacent lands owned by the City to accomplish the foregoing purposes, for a compensation amount of \$24,162.00. Said easements is a portion of Parcel ID 089 039.01, located at 1446 Oak Springs Drive and is more particularly described in the proposed easements which is attached hereto and incorporated herein as Exhibit "A". See also plat of easements attached hereto and incorporated herein as Exhibit "B".

SECTION 2. That the Mayor of the City of Columbia is hereby authorized to execute and deliver said easements and sign any and all documents necessary to convey said easements to Columbia Power and Water Systems.

SECTION 3. That all Ordinance 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 _____, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st Consideration: _____

Passed on 2nd Consideration: _____

EXHIBIT A

30' PUBLIC UTILITY EASEMENT #1 TAX MAP 089, PARCEL 39.01 MAURY COUNTY, TENNESSEE

Located in the 9th Civil District of Maury County, Tennessee, being a portion of the City of Columbia property, as shown on Record Book 3045, Page 264 of the Register's Office for Maury County, Tennessee (ROMCT), and being more particularly described as follows:

Commencing at an iron rebar (found), said iron rebar is located on the southerly right-of-way line of US Highway 412, also being the common corner of the Honey Lakes, LLC property, Record Book 2804, Page 1004 (ROMCT) and City of Columbia, of which this description is a part, having a Tennessee State Plane coordinate value of North: 472,513.44 US feet, East: 1,647,183.59 US feet (NAD83, 2011);

Thence, along the easterly line of said Honey Lakes, South 02°10'20" West 31.00 feet to the True Point of Beginning;

Thence, severing City of Columbia, the following seven (7) calls:

- 1) South 76°30'58" East 428.53 feet, to a concrete monument (found);
- 2) South 84°07'30" East 332.58 feet;
- 3) North 85°33'42" East 32.39 feet, to the westerly line of an existing 20' CPWS Utility Easement, Record Book 1894, Page 381 (ROMCT);
- 4) South 18°52'53" West 32.67 feet;
- 5) South 85°33'42" West 22.17 feet;
- 6) North 84°07'30" West 337.28 feet;
- 7) North 76°30'58" West 424.52 feet to the easterly line of said Honey Lakes;

Thence, with Honey Lakes, North 02°10'20" East 30.59 feet to the Point of Beginning, containing in all 0.54 acre, more or less.

The description provided hereon was prepared by Stephen Vander Horst, TN RLS 3041, and is derived from an exhibit drawing by M2 Group, LLC entitled "Exhibit Sketch – Columbia Power and Water Systems – Tax Map 089 Parcel 39.01", dated June 2, 2025, which is an integral part of this description and hereby incorporated by reference

30' PUBLIC UTILITY EASEMENT #2
TAX MAP 089, PARCEL 39.01
MAURY COUNTY, TENNESSEE

Located in the 9th Civil District of Maury County, Tennessee, being a portion of the City of Columbia property, as shown on Record Book 3045, Page 264 of the Register's Office for Maury County, Tennessee (ROMCT), and being more particularly described as follows:

Commencing at an iron rebar (found), said iron rebar is located on the southerly right-of-way line of US Highway 412, also being the common corner of the Hampshire Hills Homeowners Association Inc. property, Record Book 3052, Page 1235 (ROMCT) and City of Columbia, of which this description is a part, having a Tennessee State Plane coordinate value of North: 472,389.74 US feet, East: 1,648,006.82 US feet (NAD83, 2011);

Thence, along the westerly line of Hampshire Hills, the following two (2) calls:

- 1) South 18°15'35" West 34.58 feet to an iron rebar (found);
- 2) South 18°52'53" West 3.56 feet to the True Point of Beginning;

Thence, continuing with Hampshire Hills, South 18°52'53" West 32.67 feet;

Thence, severing City of Columbia, the following three (3) calls:

- 1) South 85°33'42" West 10.89 feet, to the easterly line of an existing 20' CPWS Utility Easement, Record Book 1894, Page 381 (ROMCT);
- 2) North 18°52'53" East 32.67 feet;
- 3) North 85°33'42" East 10.89 feet to the Point of Beginning, containing in all 327 square feet, more or less.

The description provided hereon was prepared by Stephen Vander Horst, TN RLS 3041, and is derived from an exhibit drawing by M2 Group, LLC entitled "Exhibit Sketch – Columbia Power and Water Systems – Tax Map 089 Parcel 39.01", dated June 2, 2025, which is an integral part of this description and hereby incorporated by reference.

10' TEMPORARY CONSTRUCTION EASEMENT #1
TAX MAP 089, PARCEL 39.01
MAURY COUNTY, TENNESSEE

Located in the 9th Civil District of Maury County, Tennessee, being a portion of the City of Columbia property, as shown on Record Book 3045, Page 264 of the Register's Office for Maury County, Tennessee (ROMCT), and being more particularly described as follows:

Commencing at an iron rebar (found), said iron rebar is located on the southerly right-of-way line of US Highway 412, also being the common corner of the Honey Lakes, LLC property, Record Book 2804, Page 1004 (ROMCT) and City of Columbia, of which this description is a part, having a Tennessee State Plane coordinate value of North: 472,513.44 US feet, East: 1,647,183.59 US feet (NAD83, 2011);

Thence, along the easterly line of Honey Lakes, South 02°10'20" West 61.59 feet to the True Point of Beginning;

Thence, severing City of Columbia, the following seven (7) calls:

- 1) South 76°30'58" East 424.52 feet;
- 2) South 84°07'30" East 337.28 feet;
- 3) North 85°33'42" East 22.17 feet, to the westerly line of an existing 20' CPWS Utility Easement, Record Book 1894, Page 381 (ROMCT);
- 4) South 18°52'53" West 10.89 feet;
- 5) South 85°33'42" West 18.76 feet;
- 6) North 84°07'30" West 338.85 feet;
- 7) North 76°30'58" West 423.18 feet to the easterly line of Honey Lakes;

Thence, with Honey Lakes, North 02°10'20" East 10.20 feet to the Point of Beginning, containing in all 0.18 acre, more or less.

The description provided hereon was prepared by Stephen Vander Horst, TN RLS 3041, and is derived from an exhibit drawing by M2 Group, LLC entitled "Exhibit Sketch – Columbia Power and Water Systems – Tax Map 089 Parcel 39.01", dated June 2, 2025, which is an integral part of this description and hereby incorporated by reference.

10' TEMPORARY CONSTRUCTION EASEMENT #2
TAX MAP 089, PARCEL 39.01
MAURY COUNTY, TENNESSEE

Located in the 9th Civil District of Maury County, Tennessee, being a portion of the City of Columbia property, as shown on Record Book 3045, Page 264 of the Register's Office for Maury County, Tennessee (ROMCT), and being more particularly described as follows:

Commencing at an iron rebar (found), said iron rebar is located on the southerly right-of-way line of US Highway 412, also being the common corner of the Hampshire Hills Homeowners Association Inc. property, Record Book 3052, Page 1235 (ROMCT) and City of Columbia, of which this description is a part, having a Tennessee State Plane coordinate value of North: 472,389.74 US feet, East: 1,648,006.82 US feet (NAD83, 2011);

Thence, along the westerly line of Hampshire Hills, the following two (2) calls:

- 1) South 18°15'35" West 34.58 feet to an iron rebar (found);
- 2) South 18°52'53" West 36.23 feet to the True Point of Beginning;

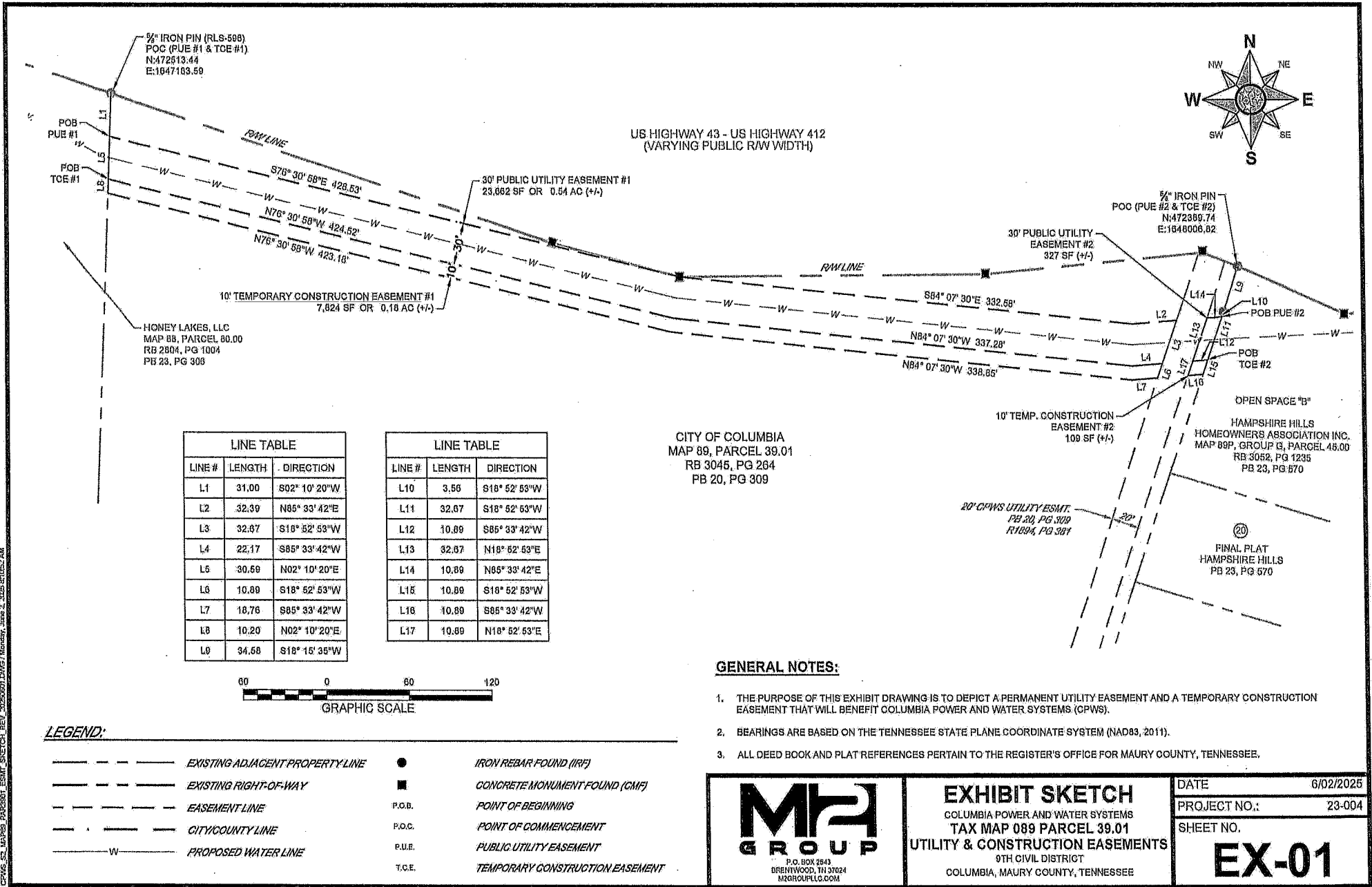
Thence, continuing with Hampshire Hills, South 18°52'53" West 10.89 feet;

Thence, severing City of Columbia, the following three (3) calls:

- 1) South 85°33'42" West 10.89 feet, to the easterly line of an existing 20' CPWS Utility Easement, Record Book 1894, Page 381 (ROMCT);
- 2) North 18°52'53" East 10.89 feet;
- 3) North 85°33'42" East 10.89 feet to the Point of Beginning, containing in all 109 square feet, more or less.

The description provided hereon was prepared by Stephen Vander Horst, TN RLS 3041, and is derived from an exhibit drawing by M2 Group, LLC entitled "Exhibit Sketch – Columbia Power and Water Systems – Tax Map 089 Parcel 39.01", dated June 2, 2025, which is an integral part of this description and hereby incorporated by reference.

ATTACHMENT B





201 Pickens Lane
P.O. Box 379
Columbia, TN 38402

4557
P 931.388.4833
F 931.388.5287
www.cpws.com
www.communityh2o.org

June 27, 2025

City of Columbia
c/o Tony Massey,
City Manager
700 N Garden Street
Columbia, TN 38401

RE: **Columbia Power and Water Systems
Community H2O Program – Offer to Purchase a Permanent Utility Easement and Temporary
Construction Easement
City of Columbia
Property Located at 1446 Oak Springs Dr., Columbia, TN 38401/Parcel ID 089 039.01**

6
Dear Sir:

As part of the Community H2O Program, the above referenced property has been identified and approved for a **permanent utility easement and temporary construction easement** by Columbia Power and Water Systems (CPWS). The easement property rights, on a portion of the 20.64 acres (899,078 SF) of land identified as PARCEL ID 089 039.01 of Columbia, TN. are needed in conjunction with the **Community H2O Program** for the purposes of the CPWS's long term water supply program.

The needed permanent utility easement and temporary construction easement property rights located on a portion of Parcel No. 089 039.01 have been valued according to established procedures consistent with legal requirements, and the Just Compensation for the easement has been determined to be \$24,162.00.

Just Compensation is based upon a fair market value appraisal made by qualified and competent State Licensed Appraiser. The appraisal approach used in this matter is the Sales Comparison approach.

Columbia Power and Water Systems does hereby make a firm offer of \$24,162.00 for the purchase of a permanent utility easement and temporary construction easement on Parcel 089 039.01. CPWS may require subordination agreements from all mortgage companies, certain lienholders, or with regard to other judgments and encumbrances as well as payment of property taxes. The LTL-Schock Group, serving as our representatives, will assist you in obtaining any subordination agreements that may be required.

Attached to this letter is a Summary Statement of the Basis for Just Compensation (**Attachment A**). The Summary explains the market value determination of the appraisal. This offer is contingent upon your ability to convey the easements to CPWS and approval and payment by CPWS.

A legal description from the survey of your property and easement is included with this letter as **Attachment B**. This legal description states the boundaries of your property, and the legal description therefore documents the site and location of your easement, needed by CPWS.

City of Columbia

Page 2

Please review the attached approved Offer of Just Compensation and associated documents. For any commitments and/or agreements to be considered valid, such commitments and/or agreements must be set forth in writing. **Please kindly respond within 30 days from the receipt of this Offer.** A Letter of Acceptance (**Attachment C**) and a sample Purchase Agreement (**Attachment D**) is also included for your review.

Representatives from the LTL-Schock Group will continue to meet with you and will freely discuss with you any matters concerning the program requirements and potential benefits per the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), if applicable.

It is very important to CPWS to serve as a local partner with property owners affected by this program. While CPWS possesses eminent domain authority to acquire the property rights needed for this project, it is our intention to work with property owners to come to an agreement that is beneficial to all parties. If negotiations fail, acquisition under eminent domain may be considered. An explanation of CPWS easement acquisition procedures can be found in the enclosed brochure.

Thank you for your continued support and interest in this program. Should you have any questions, please feel free to contact Ms. Eva Maples at (540) 589-3164.

Yours Very Truly



Jonathan Hardin
President/CEO
Columbia Power and Water Systems

Enclosures: Attachment A: Summary Statement of the Basis for Just Compensation
Attachment B: Permanent Utility Easement and Temporary Construction Easement Legal Description
Attachment C: Letter of Acceptance
Attachment D: Purchase Agreement with Exhibit A: Easement Template Brochure

Cc: file

Receipt of this OFFER and Brochure is hereby acknowledged.

I understand that by signing below, I am acknowledging Offer receipt and **that my signature does not constitute an Offer acceptance.**

Received by: _____

Date: _____

PARCEL NO. 089 039.01**Summary Statement of the Basis for Just Compensation**

VALUE OF PERMANENT UTILITY EASEMENT to be acquired \$19,275.00

VALUE OF TEMPORARY CONSTRUCTION EASEMENT to be acquired \$ 4,887.00

TOTAL AMOUNT OFFERED \$ 24,162.00
LAND AND IMPROVEMENTS:

Parcel No.	Area	Interest Acquired
089 039.01	0.551 acres	Permanent Utility Easement
089 039.01	0.182 acres	Temporary Construction Easement

IMPROVEMENTS:

- | | | | |
|---|--|--|--|
| 1. The following items are considered as real property and are included in the above value: <i>None</i> | 2. The following items are considered as personal property and are <u>not</u> included in the above value: <i>None</i> | 3. The following items of real property are located outside the required R/W and are <u>not</u> included in the above value: <i>None</i> | 4. The following items are owned by others and are <u>not</u> included in the above value: <i>None</i> |
|---|--|--|--|

REMARKS: None

NOTES:

The amount of the offer as shown above:

1. is based on the just compensation for the property,
2. is not less than the fair market value of the property,
3. is the approved value of the property,
4. disregards any decrease or increase in the fair market value of the property caused by the project for which the property is being acquired, and
5. does not include any consideration or allowance for relocation costs

Definition of Fair Market Value

"Fair Market Value is the highest price estimated in terms of money which the property would bring if exposed for sale in the open market, allowing a reasonable time in which to find a purchaser buying with knowledge of all the uses and purposes for which it is adapted and for which it is capable of being used."

LETTER OF ACCEPTANCE

PROGRAM NAME: COLUMBIA POWER AND WATER SYSTEMS
COMMUNITY H2O PROGRAM

SUBJECT: 1446 OAK SPRINGS DRIVE
COLUMBIA, TENNESSEE
PERMANENT UTILITY EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
PARCEL ID 089 039.01

OWNER: CITY OF COLUMBIA

(AS SHOWN ON THE PRELIMINARY TITLE OPINION)

I (We), _____, hereby accept
the COLUMBIA POWER AND WATER SYSTEMS' offer dated June, 2025 of
\$ 24,162.00 for the permanent utility easement and temporary construction easement
acquisition on the property referenced above. Pursuant to this acceptance, I am in the
process of the following:

- ☐ Authorizing CPWS and its representatives to contact my lienholder(s) for curative
work on my title, if needed.
- ☐ Obtaining legal services of _____, phone _____ for
assistance with curing title issues with property.

**I am (We are) accepting Columbia Power and Water System's offer to purchase the
above referenced permanent utility easement and temporary construction easement.**

SIGNED: _____

DATE: _____

SIGNED: _____

DATE: _____

NAME OF OWNER _____ PHONE _____

NAME OF OWNER _____ PHONE _____

PROPERTY ADDRESS _____ MAP & PARCEL _____

CITY, STATE, ZIP _____

The parties to this Purchase Agreement ("Agreement") are Columbia Power and Water Systems (CPWS) and

_____ and _____ ("Owner").

The date of this Agreement is _____, 20____.

IN CONSIDERATION OF the benefits stated in this Agreement which are acknowledged to be adequate consideration, the parties agree as follows:

1. **Property.** Owner owns real property located at "address" pursuant to a Deed recorded among the Land Records of Maury County, Tennessee in Book _____, Page _____, and which is described as follows (the "Property"):

<<Legal Description>>

2. **Permanent Utility Easement and Temporary Construction Easement Value.** For the purposes of this Community H2O Program, it is agreed the total value of the Easements is \$____. This amount is to be the "Fair Market Value" for the Easements and was based upon the appraisal made on the above referenced property. Owner acknowledges that he/she has carefully reviewed all information relative to this value and is satisfied that it is a true and reasonable appraisal of the Easements.
3. **Title.** The Owner understands that CPWS shall obtain title work on my property prior to closing to determine ownership and liens impacting the property. I further understand that all title holders will have to sign the easement as a condition of this agreement and that the lienholders will have to subordinate their interests to the easement.
4. **Title and Closing Costs** Owner acknowledges that CPWS will be responsible for the costs of title search, document preparation and closing.
5. **Easements.** That for and in consideration of the promises and the sums of money paid and agreed to be paid by the CPWS to the Owner, the Owner agrees to sell and CPWS agrees to buy a permanent utility easement and a temporary construction easement over the Property. The permanent utility easement and temporary construction easement is attached hereto as **Exhibit A**.
6. **Correspondence** Owner must promptly provide CPWS a copy of any and all other correspondence or documentation related to the lienholder subordination and/or consent of lienholder, if applicable.
7. **Contingencies** This Purchase Agreement is contingent on the owner obtaining all subordinations agreements from lienholders as necessary; sufficient project funding as determined in CPWS's sole discretion; and the owner being able to deliver good and marketable title to the property interest to be conveyed pursuant to this Agreement.

8. **Permanent Utility Easement and Temporary Construction Easement Agreement.** Owner understands the Easements shall not be subordinate to any mortgages or security devices affecting the property. Owner acknowledges that Owner has reviewed and approved a copy of the Easements.

9. **Closing Date** Owner acknowledges that the date of closing shall be established at an agreed upon date between the Owner and CPWS. This date should allow for a sufficient length of time, following the execution of this Purchase Agreement, to obtain necessary subordination agreements from lienholders necessary. The Closing shall take place on TBD.

10. **Proceeds to Owner** Compensation shall be delivered to Owner upon Closing and the Owner's conveyance to CPWS of a Permanent Utility Easement and Temporary Construction Easement in a form acceptable to CPWS and the execution of the Easement by CPWS.

11. **Terms and Termination.** This Agreement shall be effective on the date of execution below. CPWS may terminate this Agreement with or without reason at any time prior to closing upon delivery of written notice to Owner.

12. **Notices.** Any notice or other communication to be given under the terms of this Agreement must be in writing and, unless otherwise specified in this Agreement, will be deemed given upon the earlier of its delivery in person or two (2) days after its deposit in the U.S. mails, first class, postage prepaid and property addressed to Owner at the Property or to CPWS at:

Jonathan Hardin
 President/ CEO
 Columbia Power and Water Systems
 201 Pickens Lane
 Columbia, TN. 38402

or to another address as either party shall advise the other in writing from time to time.

13. **Tennessee law.** The provisions of this Agreement shall be governed by Tennessee law.

DATED this _____ **day of** _____, 20____.

OWNER(S)

DATE

Columbia Power and Water Systems

DATE

Title: _____

By: _____

Easement No.

OWNER: CITY OF
COLUMBIA,
TENNESSEE

Prepared by: Daniel L. Murphy, Attorney At Law

Tax Map 89 Parcel 39.01

WATERLINE EASEMENT

THIS WATERLINE EASEMENT (the "Waterline Easement") is dated as of and made by the undersigned CITY OF COLUMBIA, TENNESSEE (herein called "Grantor" whether one or more) to the City of Columbia, Tennessee for the benefit of the Board of Public Utilities for the City of Columbia, d/b/a Columbia Power and Water Systems together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property more particularly described by deed of record in Book 3045, Page 264, Registrar's Office for Maury County, Tennessee (the "Property"); and

WHEREAS, Grantee desires to obtain an easement from Grantor for the purposes described herein and in further consideration for the agreements set forth herein and Grantor has agreed to grant the easement to Grantee across Grantor's Property pursuant to the terms of this Waterline Easement.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a Waterline or Waterlines and the appurtenances thereto, including the right to install additional Waterlines and appurtenances in the future as may be necessary or convenient for Grantee and as may be necessary or convenient in the operation of said lines, over, across, under and upon the area described on Exhibit A attached hereto and made a part hereof (the "Easement Area").

2. Grantee shall also be entitled to use temporary workspace as described and shown on Exhibit A (the "Temporary Workspace") to carry out the initial construction of the facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. The use of the Temporary workspace will be for forty-six months from the start of construction and Grantee's right to utilize this Temporary Workspace will terminate and cease on the date of the end of the Grantee's facilities construction warranty period or at the end of the forty-six months whichever occurs first.

3. Grantee shall have the right to select the exact location of said Waterline and any future additional Waterlines within the Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Easement Area.

4. Grantor further agrees not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without the prior written approval of Grantee.

5. The aforesaid consideration paid from Grantee to Grantor includes any and all damages that may be sustained by the original construction of said Waterlines, including without limitation, cutting trees and damages to land, trees, buildings, fences, growing crops and grasses.

6. In relation to the Easement Area, Grantee has the right to trim, cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee as may be necessary to prevent possible present or future interference with the convenient operation or convenient inspection of said Waterlines and to remove possible present or future hazard to such Waterlines, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs, or other obstructions on the Easement Area and to prevent activities on the Easement Area any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficiency, safety, convenient operation or convenient inspection of said Easement Area, Waterlines and appurtenances.

7. Grantor and Grantee agree that the failure to assert any right under this Waterline Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Waterline Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in Paragraph 6 above.

8. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Waterline Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Waterline Easement they are relying solely upon their independent review and the advice of their respective counsel. Further,

Grantor and Grantee acknowledge that this Waterline Easement has been negotiated by the parties, and this Waterline Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

9. Grantor and Grantee shall be entitled forthwith to full and adequate relief by injunction and to all other legal and equitable remedies for the consequences of any breach of this Waterline Easement. If Grantor or Grantee institutes any litigation to enforce any of the terms, covenants, easements, or obligations set out in this Waterline Easement, the prevailing party in such litigation shall be entitled to collect court costs and reasonable attorneys' fees from the nonprevailing party.

10. Nothing contained herein shall be construed to make Grantor and Grantee partners or joint venturers or to render any of said parties liable for the debts or obligations of the other.

11. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery to the address set forth herein. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

12. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

TO HAVE AND TO HOLD the above described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

CITY OF COLUMBIA, TENNESSEE

BY: CHARLES (CHAZ) M. MOLDER

Its: Mayor

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Charles (Chaz) M. Molder, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his/her oath, acknowledged himself to be Mayor of the City of Columbia, Tennessee, a municipal corporation, the within bargainer, and who, being authorized so to do, acknowledged the execution of the foregoing instrument for the purposes therein contained and expressed by signing the name of the City by himself as Mayor and affixing the seal of the City, if such City has a seal.

Witness my hand at office, this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4558 - AN ORDINANCE TO AMEND TITLE 8, CHAPTER 2, SECTION 8-216 OF THE COLUMBIA MUNICIPAL CODE BY ADDING SUBSECTION 3 REGARDING RESTRICTIONS ON BEER PERMITS IN THE COLUMBIA ARTS DISTRICT OVERLAY BASED ON PROXIMITY TO PUBLIC PARKS, SCHOOLS, AND CHURCHES

RECOMMENDATION: Approve Ordinance No. 4558 on first consideration.

INFORMATION: The City amended the City's Zoning Ordinance on April 10, 2025 to allow bars, taverns, and nightclubs within the Columbia Arts District Overlay to be located within two hundred feet of public parks, schools, and churches. This Ordinance would bring consistency between the Municipal Code and the Zoning Ordinance.

CERTIFICATION:

ATTACHMENTS: Staff Report, Ordinance No. 4558.

AN ORDINANCE TO AMEND TITLE 8, CHAPTER 2, SECTION 8-216 OF THE COLUMBIA MUNICIPAL CODE BY ADDING SUBSECTION 3 REGARDING RESTRICTIONS ON BEER PERMITS IN THE COLUMBIA ARTS DISTRICT OVERLAY BASED ON PROXIMITY TO PUBLIC PARKS, SCHOOLS, AND CHURCHES

WHEREAS, The City of Columbia regulates the sale of beer within the corporate limits of the City of Columbia; and

WHEREAS, The City Council of the City of Columbia amended the City's zoning ordinance on April 10, 2025 to allow bars, taverns, and nightclubs within the Columbia Arts District Overlay to be located within two hundred feet (200') of public parks, schools, and churches; and

WHEREAS, the City Council of the City of Columbia wishes to amend the provisions relating to the sale of beer in proximity to schools, churches, public parks, or places of public gathering in the Columbia Arts District overlay so that the provisions of Title 8, Chapter 2, are consistent with the current City of Columbia zoning ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: Title 8, Chapter 2, Section 8-216, Restrictions on permits based on proximity to schools, churches, public parks or other places of public gathering and on permits that would cause congestion of traffic or interfere with public health, safety and morals, is amended by adding subsection (3):

(3) The distance restrictions in subsection (1) above shall not apply to the Columbia Arts District Overlay. Within the Columbia Arts District Overlay no permit for the sale of beer for consumption on-premises or consumption off-premises shall be given to any applicant whose place of business is within two hundred feet (200') of any school, public park, or church. For public parks said distance shall be measured in a straight line from the applicant's front door to the closest point of park property. For schools and churches, the distance shall be measured in a straight line from applicant's front door to the front door of the school or church.

Section 2: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

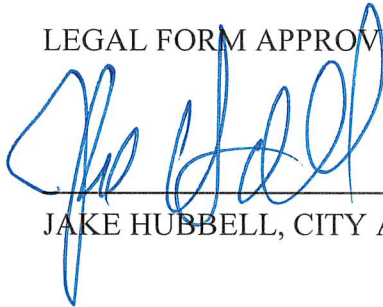
PASSED AND ADOPTED BY THE CITY OF COLUMBIA, TENNESSEE, this
the _____ day of _____ 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: APPOINTMENT TO FILL THE WARD 1 COUNCIL MEMBER SEAT VACANCY

RECOMMENDATION:

INFORMATION: Filling of Vacancy. A vacancy in the City Council shall be filled by a qualified person until the next scheduled City election by majority vote of the Council Members present. If Council fails to do so within forty-five (45) days following the occurrence of the vacancy, the Mayor may make the temporary appointment.

CERTIFICATION:

ATTACHMENTS: Staff Report.