



**City of Columbia City Council
Regular Meeting Agenda
September 11, 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. 4559 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF PROPERTY AT TAX MAP 99 PARCEL 60, LOCATED OFF TOM J. HITCH PARKWAY AND HIGHLANDER DRIVE, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND CD-4C (GENERAL URBAN CORRIDOR CHARACTER DISTRICT) - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Conduct the Public Hearing for Ordinance No. 4559.

INFORMATION: The applicant is requesting to rezone a portion of property in order to correct the official zoning map for the City of Columbia. The 140-acre property is reflected as CD-3 currently and portions of the property would need to be updated to CD-4 (northern portion) and CD-4C (along the southeast property line along Tom J. Hitch Parkway). The rezoning exhibit reflects the coordinating areas. No development is proposed at this time. The Planning Commission reviewed this request at their August 13, 2025, meeting and recommended approval with a vote of seven to zero. The notice of Public Hearing was advertised August 20, 2025, in Main Street Maury.

ATTACHMENTS: Ordinance No. 4559 PH Staff Report, Ordinance No. 4559 , Ordinance No. 4559 Exhibit A-B, DS Staff Report.

- 2. PUBLIC HEARING ON ORDINANCE NO. 4560 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING STANDARDS FOR PARKING WITHIN ARTICLE 4 - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Conduct the Public Hearing on Ordinance No. 4560.

INFORMATION: This amendment stems for the direction of Planning Commission's request to review parking standards. The Planning Commission reviewed this proposal at their August 13, 2025 meeting and recommended approval with a vote of seven to zero. The notice of Public Hearing was advertised August 20, 2025 in Main Street Maury.

ATTACHMENTS: Ordinance No. 4560 PH Staff Report, Ordinance No. 4560 , Ordinance No. 4560 Exhibit A, DS Staff Report.

REGULAR MEETING

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION BY RICK BLEVINS OF FIRST BAPTIST CHURCH.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 ORGANIZATIONAL BUSINESS.

**5.1.ADMINISTRATION OF OATH OF OFFICE TO CARL MCCULLEN
FOR THE POSITION OF WARD 1 CITY COUNCIL MEMBER**

**5.2.APPROVE THE MINUTES OF THE AUGUST 14, 2025 CITY
COUNCIL MEETING.**

RECOMMENDATION: Approve.

ATTACHMENTS: August 14, 2025 City Council Minutes.

6 PRESENTATIONS.

**6.1.PRESENTATION OF A PROCLAMATION TO THE COLUMBIA
POLICE EXPLORER POST 786**

**6.2.PRESENTATION OF A PROCLAMATION FOR NATIONAL
SERVICE DOG DAY**

7 CONSENT AGENDA

**7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF JULY 2025
IN THE AMOUNT OF \$15,353,952.70 - FINANCE.**

RECOMMENDATION: Approve.

ATTACHMENTS: July 2025 Monthly Disbursements.

**7.2. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF COLUMBIA AND
PAYMENTECH LLC - CITY RECORDER'S OFFICE.**

RECOMMENDATION: Approve.

INFORMATION: This agreement approves Paymentech LLC in partnership with JPMorgan Chase Bank, N.A. to provide merchant services (credit cards) processing and electronic check (e-checks) processing for the City of Columbia. This credit card merchant service will be used with the Tyler Technology ERP Cashiering module for accepting credit card and e-checks for online payments as well as credit card payments made in person.

ATTACHMENTS: Staff Report - Paymentech, Paymentech Merchant Attestation.

**7.3. APPROVE AND AUTHORIZE THE MAYOR TO SIGN
AMENDMENTS NUMBERS 1, 2, 3 AND 4 TO THE TYLER
TECHNOLOGIES CONTRACT AND AUTHORIZE THE PROJECT
CHANGE REQUEST - FINANCE.**

RECOMMENDATION: Approve Amendments Numbers 1, 2, 3, and 4 to the Tyler Technologies contract and authorize the Project Change Request.

INFORMATION: Amendment No. 1 for the conversion of 100 onsite hours to 114 implementation hours allowed our team more hours to work on the implementation. This conversion also saved on travel and reimbursable costs from the vendor.

Amendment No. 2 consists of converting unused conversion hours. There were hours built into the project for Tyler to convert data totaling \$5,800. These were able to be converted over to

implementation hours as well since conversion were done with City of Columbia staff. Converted hours added 32 hours additional at \$5,600.

Amendment No. 3 consists of converting unused conversion hours. These hours were for capital assets and allotted for transferring history and building the standard COA master. This work was performed by City of Columbia staff. Converted hours added 16 hours additional at \$3,000 which we would like to request to use for E-Procurement.

Amendment No. 4 consists of changing terms for our Court module; commencing on July 1, 2026 for three (3) years with an automatic one(1) year renewal.

Project change request - request to use the hours saved from capital assets unused conversion hours to implement E-Procurement. Request would use \$2,800 of the \$3,000 savings.

CERTIFICATION: The Chief Financial Officer certifies that this is budgeted in General Fund -General Government- Software for the FY2025-FY2026 budget.

ATTACHMENTS: Staff Report Tyler, Tyler Amendment No. 1, Tyler Amendment No. 2, Tyler Amendment No. 3, Tyler Amendment No. 4, Project Change Request.

7.4. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 FOR THE FY2024-2025 STREET RESURFACING CONTRACT BETWEEN THE CITY OF COLUMBIA AND VOLUNTEER PAVING FOR PAVEMENT REPAIRS, MILLING, STRIPING, AND RESURFACING AT FAIRVIEW PARK IN THE AMOUNT OF \$196,346.72 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Change Order No.1.

INFORMATION: On June 12th 2024 City Council approved and authorized a bid award with Volunteer Paving in an amount to not exceed \$4,500,000, for street resurfacing within Wards 1,2,3,4, and

5.

This Change Order will add unit item 8 which cover all resurfacing, repairs, milling, and striping at Fairview Park. This Change Order will also increase the Not to exceed amount from \$4,500,000 to \$4,696,346.72.

CERTIFICATION: The Chief Financial Officer certifies that \$196,346 is budgeted and unencumbered in State Street Aid - Street Paving.

ATTACHMENTS: Staff Report Fairview Park Paving, Change Order No. 1, Fairview Park Paving Aerial.

7.5. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS FOR ADVERTISING IN THE 2026 TENNESSEE VACATION GUIDE IN THE AMOUNT OF \$9,000 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: This popular annual visitor resource guide is available in an online digital version and has over half a million copies in print.

CERTIFICATION: The Chief Financial Officer certifies that \$9,000 is budgeted and unencumbered in Tourism Enhancement - Professional Services.

ATTACHMENTS: Staff Report Journal Communication - TN Vacation Guide, Journal Communication TN Vacation Guide 2026 Agreement.

7.6. APPROVE THE BID AWARD TO BENCHMARK COMPANIES AND CONTRACT EXECUTION FOR BRUSH GRINDING AND DEBRIS REMOVAL SERVICES IN THE AMOUNT OF \$90,000 - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve the bid award to Benchmark Companies, Incorporated for grinding of brush in the amount of \$8.75

per cubic yard of hauled away mulch and authorize the execution of a contract for the same.

INFORMATION: The City has traditionally maintained a contract to grind collected brush and haul the resulting mulch away. The current contract expired in August 2025; therefore, a request for bids was made. The bid of the one responding vendor is attached.

Benchmark Companies is located in Rutherford County. According to the terms of the invitation to bid, the bid can be adjusted based upon changes in the consumer price index for all urban consumers. The renewable agreement would be for a period of one year with two (2) one-year renewal options at the discretion of the City's purchasing agent. The vendor's responsibilities under the agreement would be to locate to a designated City site, grind the collected brush and haul away the resulting mulch. Over the last two Fiscal Years, we have averaged 12,800 cubic yards. The cost of grinding for this Fiscal Year is expected to be \$90,000.

CERTIFICATION: The Chief Financial Officer certifies that \$90,000 is budgeted and unencumbered in Sanitation - Admin - Other Services.

ATTACHMENTS: Staff Report Benchmark, Contract with Benchmark Companies, Bid Tabulation.

7.7. APPROVE PURCHASE OF TIRE MACHINE IN THE AMOUNT OF \$40,326.62 FROM MOHAWK LIFTS LLC. UTILIZING SOURCEWELL CONTRACT #121223-MRL - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve the purchase of a tire machine from Mohawk Lifts LLC in the amount of \$40,326.62 utilizing Sourcewell Contract # 121223-MRL.

INFORMATION: City Council approved funding in the FY26 budget for the purchase of a tire machine to be used in the Fleet Vehicle Maintenance Shop at Public Works, to mount and dismount tires from wheels. Sourcewell purchasing cooperative has contract # 121223-MRL with Mohawk Lifts, LLC.

CERTIFICATION: The Chief Financial Officer certifies that \$40,327 is budgeted and unencumbered in Capital Projects-Steets – Vehicle Maintenance - Auto.

ATTACHMENTS: Staff Report Mohawk Lifts, Mohawk Lifts quote, Sourcewell Contract #121223 MRL.

7.8. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AMENDMENT TO WELLS FARGO COPIER CONTRACT - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: City Council approved funding in the FY26 budget for a 36-month lease contract with Novatech, funded by Wells Fargo, on April 10, 2025. An undisclosed monthly charge of \$10.00 per month was included in the contract and is being removed at the request of Public Works, requiring an amendment to the contract.

ATTACHMENTS: Staff Report Wells Fargo, Wells Fargo Amendment.

7.9. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT FOR A CONDITION ASSESSMENT OF CARTERS CREEK FORCE MAIN BETWEEN THE CITY OF COLUMBIA AND WATER MANAGEMENT SERVICES, LLC IN THE AMOUNT OF \$100,000 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The agreement for Carters Creek force main condition assessment is to determine the effects of potential corrosion on the existing piping. Services to be provided by Water Management Services, LLC include the evaluation of the force main, make recommendations for addressing identified issues, preparation of construction plans and specifications for the identified corrective actions as are deemed appropriate for review and approval by Tennessee Department of Environment and Conservation of constructions plans and other required construction permits.

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

ATTACHMENTS: Staff Report Water Management Services Agreement, Water Management Services, LLC Condition Assessment Agreement.

7.10. APPROVE AND AUTHORIZE THE MAYOR TO SIGN CHANGE ORDER NO. 1 BETWEEN THE CITY OF COLUMBIA AND HAWKINS AND PRICE FOR BORING UNDER ALL ROADS ASSOCIATED WITH THE CARTERS CREEK FORCE MAIN RELOCATION PROJECT IN THE AMOUNT OF \$58,000 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the mayor to sign Change Order No. 1 to bore all roads associated with the Carters Creek force main relocation project in the amount of \$58,000. The original contract was \$489,755 and with Change Order No. 1 increasing the amount of the contract to \$547,755.

CERTIFICATION: The Chief Financial Officer certifies that \$58,000 is budgeted and unencumbered in Wastewater – Pumping Stations – Other Repairs.

ATTACHMENTS: Staff Report Carters Creek Force Main Relocation - Change Order No. 1, Water Management Services, LLC, Carters Creek Force Main Relocation - Change Order No. 1.

8 ADMINISTRATION.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 25-63 – TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 25-63.

INFORMATION: The City Recorder is presenting tax corrections through 8/22/2025 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report for Resolution No. 25-63, Resolution No. 25-63 Tax Corrections, Resolution No. 25-63 Exhibit A.

9.2. RESOLUTION NO. 25-64 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS SERVING RIDGEVIEW OAKS SUBDIVISION, PHASES 1 & 2, FOR OWNERSHIP AND MAINTENANCE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-64.

INFORMATION: This Resolution refers to the acceptance of streets and drainage improvements serving Ridgeview Oaks Subdivision, Phases 1 & 2, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the streets and drainage improvements.

ATTACHMENTS: Resolution No. 25-64 Staff Report, Resolution No. 25-64, Ridgeview Oaks, Phase 1 and Phase 2 - Final Acceptance Request, Ridgeview Oaks 1 Final Plat, Ridgeview Oaks 2 Final Plat.

9.3. RESOLUTION NO. 25-65 - A RESOLUTION ACCEPTING A DONATION OF ONE FIREFIGHTER STATUE WITH A VALUE OF \$503.75 FOR COLUMBIA FIRE & RESCUE - FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 25-65.

INFORMATION: An undisclosed citizen of the City of Columbia has generously gifted Columbia Fire & Rescue a firefighter statue with a value of \$503.75. This statue will be displayed at the newly renovated Station 1.

ATTACHMENTS: Staff Report Resolution No. 25-65, Resolution No. 25-65, Picture of Statue.

9.4. RESOLUTION NO. 25-66 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS

**SERVING RUTHERFORD SUBDIVISION, PHASE 2 -
WASTEWATER DEPARTMENT.**

RECOMMENDATION: Approve Resolution No. 25-66.

INFORMATION: Rutherford Subdivision, Phase 2 consists of 4151 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. 25-66, Resolution No. 25-66, Resolution No. 25-66 Dedication Letter.

**9.5. RESOLUTION NO. 25-67 – TAX/ASSESSMENT CORRECTIONS -
CITY RECORDER'S OFFICE.**

RECOMMENDATION: Approve Resolution No. 25-67.

INFORMATION: The City Recorder is presenting tax and assessment corrections through 8/15/2025 for Council consideration. The items include property assessments and personal property assessments. As the items included are over 10 years old, the applicable statute of limitations for collections of such amounts has expired, and the accounts are no longer collectible.

ATTACHMENTS: Staff Report Resolution No. 25-67, Resolution No. 25-67, Resolution No. 25-67 Exhibit A.

10 ORDINANCES.

**10.1.2ND CONSIDERATION OF 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 second 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.

10.2.2ND 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 second 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.

10.3.2ND 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 second 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.

10.4.2ND 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 second 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.

10.5.1ST CONSIDERATION OF 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: Forward 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.

10.6.1ST CONSIDERATION OF 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: Forward 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.

10.7.1ST CONSIDERATION OF 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: The applicant has withdrawn this 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.

10.8.1ST CONSIDERATION ON ORDINANCE NO. 4559 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF PROPERTY LOCATED AT TAX MAP 99 PARCEL 60, OFF TOM J. HITCH

PARKWAY AND HIGHLANDER DRIVE, FROM CD-3 (RESIDENTIAL CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND CD-4C (GENERAL URBAN CORRIDOR CHARACTER DISTRICT) - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4559 on first consideration.

INFORMATION: The applicant is requesting to rezone a portion of property in order to correct the official zoning map for the City of Columbia. The 140 acre property is reflected as CD-3 currently and portions of the property would need to be updated to CD-4 (northern portion) and CD-4C (along the southeast property line along Tom J. Hitch Parkway). The rezoning exhibit reflects the coordinating areas. No development is proposed at this time. The Planning Commission reviewed this request at their August 13, 2025 meeting and recommended approval with a vote of seven to zero.

ATTACHMENTS: Ordinance No. 4559 Staff Report, Ordinance No. 4559, Ordinance No. 4559 Exhibit A-B, DS Staff Report.

10.9.1ST CONSIDERATION ON ORDINANCE NO. 4560 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING STANDARDS FOR PARKING WITHIN ARTICLE 4 - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4560 on first consideration.

INFORMATION: This amendment stems for the direction of Planning Commission's request to review parking standards. The Planning Commission reviewed this proposal at their August 13, 2025 meeting and recommended approval with a vote of seven to zero.

ATTACHMENTS: Ordinance No. 4560 Staff Report, Ordinance No. 4560, Ordinance No. 4560 Exhibit A, DS Staff Report., Article 4.3.12 markup

10.10.1ST CONSIDERATION OF ORDINANCE NO. 4561 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544 PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS AND ESTABLISH THE DATE OF OCTOBER 9, 2025 AS THE DATE OF PUBLIC HEARING - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4561 on first consideration and establish the date of October 9, 2025 as the date of Public Hearing.

INFORMATION: The proposed ordinance is the first amendment to the FY 2026 Appropriation Ordinance, impacting the Street Aid, Capital Projects, Grants and Wastewater Funds and several departments within the General Fund.

Within this budget amendment, the following items are included:

- Reappropriation of funds totaling \$87,535,085 across General, State Street Aid, Capital Projects, Grants and Wastewater Funds,
- Reappropriate and carry forward street paving funds from FY 2025 totaling \$3,000,000, a 50/50 split in General and State Street Aid,
- Rebudget/transfer \$25,000 from General to Grants Fund,
- Budget funds remaining from FY 2024 for Tourism Enhancement Reserves totaling \$542,024,
- Budget funds to match and transfer to Grants (Healthy Built Environment Grant) totaling \$25,000,
- Budget funds remaining from FY 2024 for Firefighters Park Reserves totaling \$27,694,
- Budget transfer from General Fund in Cap Projects totaling \$2,813,008,
- Budget \$160,634 for Equitable Sharing "Justice" proceeds, \$19,261 for Equitable Sharing "Treasury" proceeds, \$51,901 for sales of seized weapons, and \$ 98,165 for Sexual Offender Registry fees in Police,
- Budget \$5,460 for Training Reserves funds, \$10,430 for FY 2025 OEM Reserves funds and \$10,621 for replacing extraction equipment with insurance proceeds in Fire,

- Grants Fund includes \$32,308 for 2023 JAG, \$18,942 for 2024 JAG, \$50,000 for Healthy Built Environment Grant, and \$550,000 for CDBG imminent threat grant for new warning sirens.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2026 by \$92,127,088 to \$181,080,494.

ATTACHMENTS: Staff Report Ordinance No. 4561, Ordinance No. 4561, Supporting Documents, Budget Summary Grand Totals 2026 AA1.

11 OTHER BUSINESS.

12 EXECUTIVE SESSION.

13 ADJOURNMENT.

14 UPCOMING EVENTS.

14.1. RIVERWALK PARK PADDLE BOAT LAUNCH - MONDAY, SEPTEMBER 29, 2025 - NOON - RIVERWALK PARK.

14.2. 10TH ANNUAL COLUMBIA POLICE DEPARTMENT COMMUNITY EVENT - TUESDAY, SEPTEMBER 30, 2025 - 5:00 P.M. - 7:00 P.M. - RIVER WALK PARK 102 RIVERSIDE DR.

14.3. SAFE HAVEN BABY BOX UNVEILING - WEDNESDAY, OCTOBER 1, 2025 - 3:30 P.M. - FIRE STATION NO. 1.

14.4. THURGOOD MARSHALL STATUE UNVEILING - FRIDAY, OCTOBER 3, 2025 - 5:00 P.M. - SOUTH MAIN STREET & EAST 8TH STREET ROUNDABOUT.



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. 4559 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF PROPERTY AT TAX MAP 99 PARCEL 60, LOCATED OFF TOM J. HITCH PARKWAY AND HIGHLANDER DRIVE, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND CD-4C (GENERAL URBAN CORRIDOR CHARACTER DISTRICT) - WARD 3.

RECOMMENDATION: Conduct the Public Hearing for Ordinance No. 4559.

INFORMATION: The applicant is requesting to rezone a portion of property in order to correct the official zoning map for the City of Columbia. The 140 acre property is reflected as CD-3 currently and portions of the property would need to be updated to CD-4 (northern portion) and CD-4C (along the southeast property line along Tom J. Hitch Parkway). The rezoning exhibit reflects the coordinating areas. No development is proposed at this time. The Planning Commission reviewed this request at their August 13, 2025 meeting and recommended approval with a vote of seven to zero. The notice of Public Hearing was advertised August 20, 2025 in Main Street Maury.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4559 PH Staff Report; Ordinance 4559; Exhibit A and B; DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF PROPERTY LOCATED AT TAX MAP 99 PARCEL 60, OFF TOM J. HITCH PARKWAY AND HIGHLANDER DRIVE, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN DISTRICT) AND CD-4C (GENERAL URBAN CORRIDOR 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 portions of property herein described from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District) and CD-4C (General Urban Corridor Character District).

Section 2: Said property being rezoned, is shown on Tax Map 99 Parcel 60, located off Tom J. Hitch Parkway and Highlander Drive, 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 area being rezoned from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District) and CD-4C (General Urban Corridor Character District) is attached hereto, identified as Exhibit "B" and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 13th day of August, 2025, and after a public hearing held on the 11th day of September, 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.

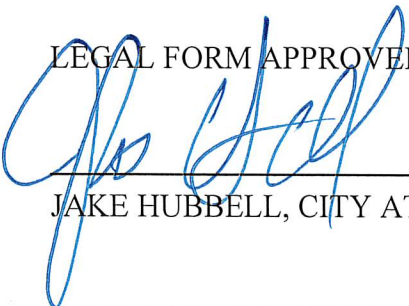
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 9th day of October, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



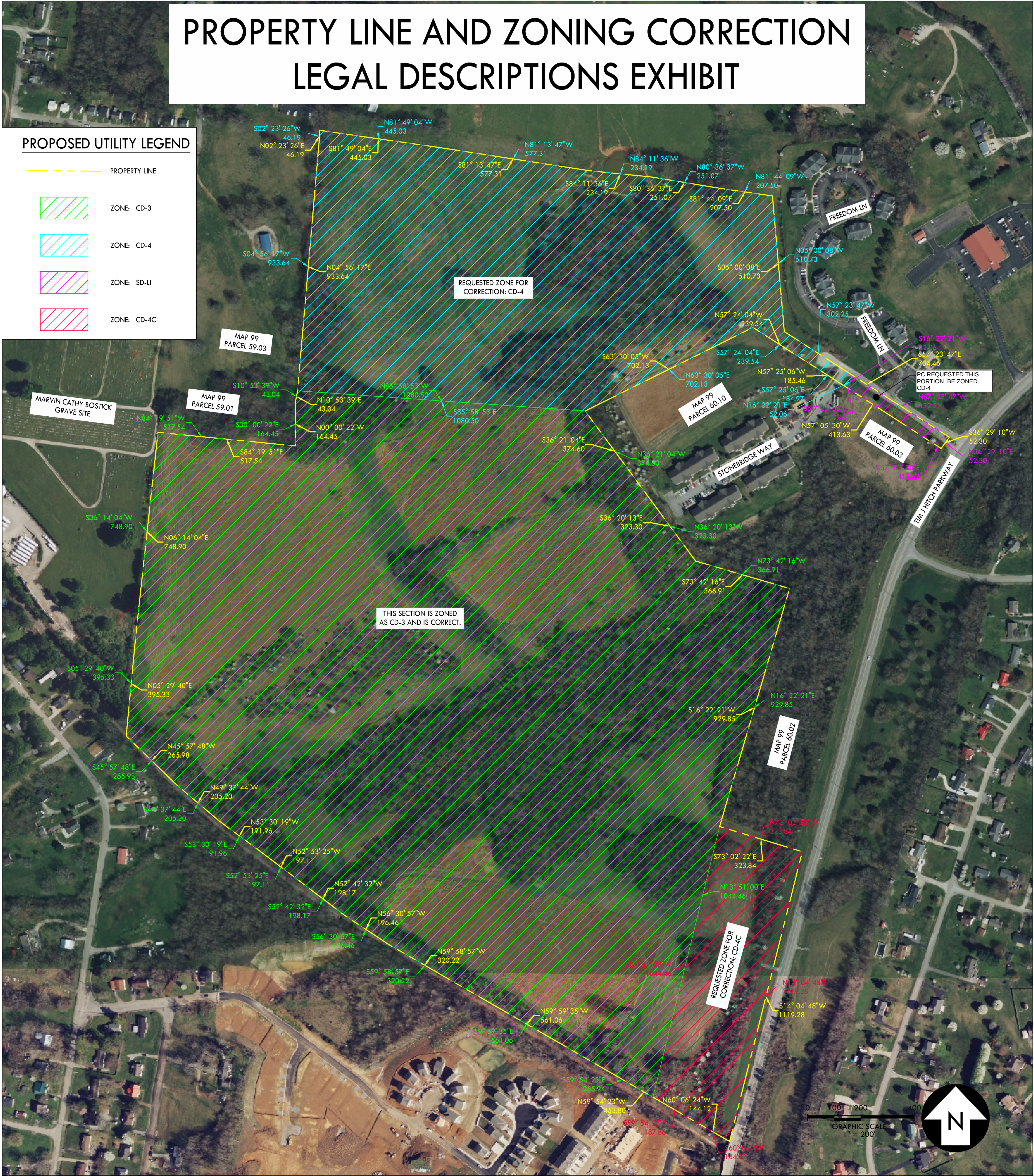
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____



PROPERTY LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO TOM J HITCH PARKWAY AND NORTH OF MAP 99, PARCEL 60.03; THENCE NORTH 57° 05' 30" WEST, 413.63 FEET, ALONG THE NORTH SIDE OF SAID MAP 99, PARCEL 60.03; THENCE NORTH 57° 25' 06" WEST, 185.46 FEET; THENCE NORTH 57° 24' 04" WEST, 239.54 FEET; THENCE SOUTH 63° 30' 05" WEST, 702.13 FEET; THENCE SOUTH 36° 21' 04" EAST, 374.60 FEET; THENCE SOUTH 36° 20' 13" EAST, 323.30 FEET; THENCE SOUTH 73° 42' 16" EAST, 366.91 FEET; THENCE SOUTH 16° 22' 21" WEST, 929.85 FEET; THENCE SOUTH 73° 02' 22" EAST, 323.84 FEET; THENCE SOUTH 14° 04' 48" WEST, 1119.28 FEET; THENCE NORTH 60° 06' 24" WEST, 114.12 FEET; THENCE NORTH 59° 54' 23" WEST, 453.80 FEET; THENCE NORTH 59° 59' 35" WEST, 561.06 FEET; THENCE NORTH 59° 58' 57" WEST, 320.22 FEET; THENCE NORTH 56° 30' 57" WEST, 196.46 FEET; THENCE NORTH 52° 42' 32" WEST, 198.17 FEET; THENCE NORTH 52° 53' 25" WEST, 197.11 FEET; THENCE NORTH 53° 30' 19" WEST, 191.96 FEET; THENCE NORTH 49° 37' 44" WEST, 205.20 FEET; THENCE NORTH 45° 57' 48" WEST, 265.98 FEET; THENCE NORTH 05° 29' 40" EAST, 395.33 FEET; THENCE NORTH 06° 14' 04" EAST, 748.90 FEET; THENCE SOUTH 84° 19' 51" EAST, 517.54 FEET; THENCE NORTH 00° 00' 22" WEST, 164.45 FEET; THENCE NORTH 10° 53' 39" EAST, 43.04 FEET; THENCE NORTH 04° 56' 17" EAST, 933.64 FEET; THENCE NORTH 02° 23' 26" EAST, 46.19 FEET; THENCE SOUTH 81° 49' 04" EAST, 445.03 FEET; THENCE SOUTH 81° 13' 47" EAST, 577.31 FEET; THENCE SOUTH 84° 11' 36" EAST, 234.19 FEET; THENCE SOUTH 80° 36' 37" EAST, 251.07 FEET; THENCE SOUTH 81° 44' 09" EAST, 207.50 FEET; THENCE SOUTH 05° 00' 08" EAST, 510.73 FEET; THENCE SOUTH 57° 23' 47" EAST, 734.46 FEET; THENCE SOUTH 36° 29' 10" WEST, 52.30 FEET, TO THE POINT OF BEGINNING.

ZONE CD-4 LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER TO THE SOUTH OF MAP 99, PARCEL 59.03 AND TO THE NORTH OF MAP 99, PARCEL 59.01; THENCE SOUTH 85° 58' 53" EAST, 1,080.50 FEET; THENCE NORTH 63° 30' 05" EAST, 702.13 FEET; THENCE SOUTH 57° 24' 04" EAST, 239.54 FEET; THENCE SOUTH 57° 25' 06" EAST, 184.97 FEET; THENCE NORTH 16° 22' 21" EAST, 52.06 FEET; THENCE NORTH 57° 23' 47" WEST, 302.25 FEET; THENCE NORTH 05° 00' 08" WEST, 510.73 FEET; THENCE NORTH 81° 44' 09" WEST, 207.5 FEET; THENCE NORTH 80° 36' 37" WEST, 251.07 FEET; THENCE NORTH 84° 11' 36" WEST, 234.19 FEET; THENCE NORTH 81° 13' 47" WEST, 577.31 FEET; THENCE NORTH 81° 49' 04" WEST, 445.03 FEET; THENCE SOUTH 02° 23' 26" WEST, 46.19 FEET; THENCE SOUTH 04° 56' 17" WEST, 933.64 FEET, TO THE POINT OF BEGINNING.

ZONE CD-4 LEGAL DESCRIPTION (ALONG HIGHLANDER DRIVE)

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO TOM J HITCH PARKWAY AND NORTH OF MAP 99, PARCEL 60.03; THENCE NORTH 36° 29' 10" EAST, 52.30 FEET, ALONG THE NORTH SIDE OF SAID TOM J HITCH PARKWAY; THENCE NORTH 57° 23' 47" WEST, 432.21 FEET; THENCE SOUTH 16° 22' 21" WEST, 52.06 FEET; THENCE SOUTH 57° 25' 06" EAST, 0.49 FEET; THENCE SOUTH 57° 05' 30" EAST, 413.63 FEET, TO THE POINT OF BEGINNING.

ZONE CD-4C LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO TOM J HITCH PARKWAY AND SOUTH OF MAP 99, PARCEL 60.02; THENCE NORTH 73° 02' 22" WEST, 323.84 FEET, ALONG THE SOUTH SIDE OF SAID MAP 99, PARCEL 60.02; THENCE SOUTH 13° 51' 00" WEST, 1,044.46 FEET; THENCE SOUTH 59° 54' 23" EAST, 187.86 FEET; THENCE SOUTH 60° 06' 24" EAST, 144.12 FEET; THENCE NORTH 14° 04' 48" EAST, 1,119.28 FEET, TO THE POINT OF BEGINNING.

ZONE CD-3 LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO MARVIN CATHY BOSTICK GRAVE SITE AND SOUTH OF MAP 99, PARCEL 59.01; THENCE SOUTH 06° 14' 04" WEST, 748.90 FEET, ALONG THE EAST SIDE OF SAID MARVIN CATHY BOSTICK GRAVE SITE; THENCE SOUTH 05° 29' 40" WEST, 395.33 FEET; THENCE SOUTH 45° 57' 48" EAST, 265.98 FEET; THENCE SOUTH 49° 37' 44" EAST, 205.20 FEET; THENCE SOUTH 53° 30' 19" EAST, 191.96 FEET; THENCE SOUTH 52° 53' 25" EAST, 197.11 FEET; THENCE SOUTH 52° 42' 32" EAST, 198.17 FEET; THENCE SOUTH 56° 30' 57" EAST, 196.46 FEET; THENCE SOUTH 59° 58' 57" EAST, 320.22 FEET; THENCE SOUTH 59° 59' 35" EAST, 561.06 FEET; THENCE SOUTH 59° 54' 23" EAST, 265.94 FEET; THENCE NORTH 13° 51' 00" EAST, 1044.46 FEET; THENCE NORTH 16° 22' 21" EAST, 929.85 FEET; THENCE NORTH 73° 42' 16" WEST, 366.91 FEET; THENCE NORTH 36° 20' 13" WEST, 323.30 FEET; THENCE NORTH 36° 21' 04" WEST, 374.60 FEET; THENCE NORTH 85° 58' 53" WEST, 1080.50 FEET; THENCE SOUTH 10° 53' 39" WEST, 43.04 FEET; THENCE SOUTH 00° 00' 22" EAST, 164.45 FEET; THENCE NORTH 84° 19' 51" WEST, 517.54 FEET, TO THE POINT OF BEGINNING.



Tom J. Hitch Parkway Zoning Map Correction

Project #:	25-0235	Location:	Map 99 Parcel 60.00
Applicant:	Adam Crunk, PE	Case Type(s):	Rezoning
Staff Planner:	Austin Brass, AICP Melissa Sanders	Proposed Use:	N/A

PROJECT SUMMARY

The applicant requests to correct the official Zoning Map for a 140-acre property located at Tom J. Hitch Pkwy & Highlander Drive to CD-4 (General Urban Character District) CD-4C (General Urban Corridor District) & CD-3 (Neighborhood Character District).

- The property was rezoned under a previous Zoning Ordinance 1507 as approved by City Council of August 17th, 2006. This rezoning request was for tract portions of 97.78- and 29.30-acres to be rezoned from GCS (General Commercial Services (*CD-4C*) I-R (Industrial-Restrictive (*SD-LI*) and R-6 (Medium Density Residential (*CD-3*) to R-6 (Medium Density Residential (*CD-3*) and RM-1 (High Density Residential (*CD-4*)).
- With the adoption of the current Zoning Ordinance 4400, an updated zoning map was made that reflects the reclassification of Zoning Districts from the previous Zoning Map. Typically, Zoning Districts follow distinct boundary lines and encompass an entire parcel bounded by rights-of-way. This property was historically zoned with multiple zoning districts on one parcel, including the districts as approved in the rezoning request as described above in 2006. The official Zoning Map update did not reflect the multiple split zones on the property and in turn displayed the mapping of the property in its entirety as CD-3. This request is to reclassify the Zoning Map back to its original zoning designation including the clearing of a mapping inconsistency on small portion of the property that was previously Zoned Industrial Restrictive (IR) to CD-4 on the Highlander Drive ROW at the entrance of the property. All proposed Zoning corrections are consistent with the Comprehensive Plan, *Connect Columbia*.
- The Zoning of CD-4/CD-4C & CD-3 is consistent with the City Center Urban Village (CCUV) and future land use classification in *Connect Columbia*.
- 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.

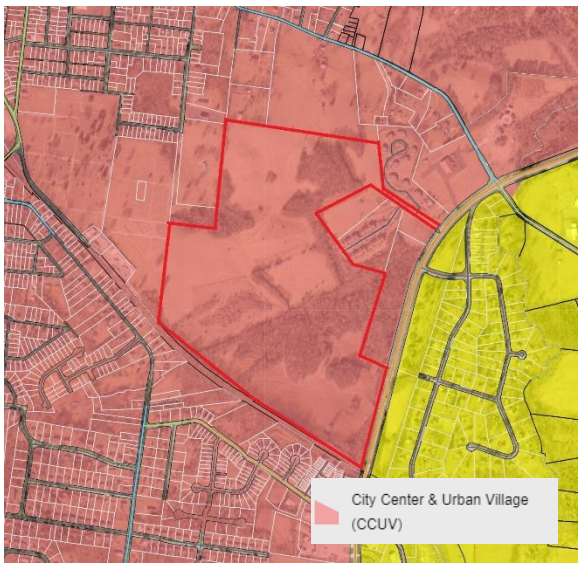


SITE INFORMATION

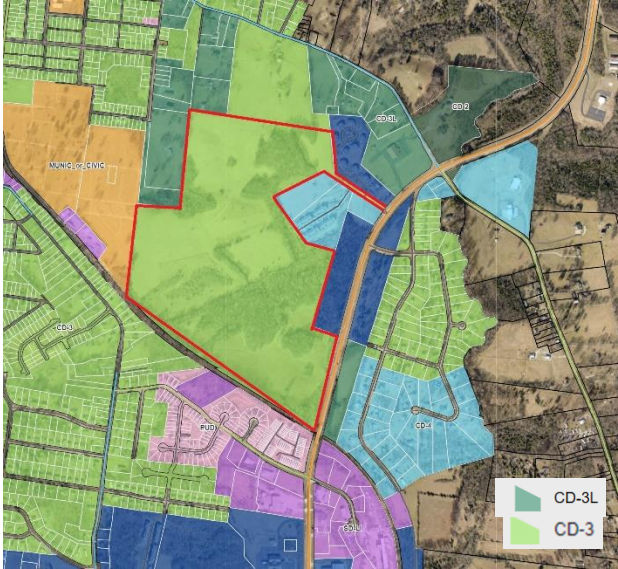
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
CD-3	Vacant Land	Vacant Land	+/- 140.38 acres



FUTURE LAND USE MAP



ZONING MAP (CD-3)





SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	City Center & Urban Village	CD-3/CD-4/CD-4C	Vacant
North	City Center & Urban Village	CD-3	Vacant
South	City Center & Urban Village	PUD/ CD-3	Single-Family Homes
East	City Center & Urban Village/Suburban Neighborhoods	CD-3L/CD-4C	Vacant/ multi-family
West	City Center & Urban Village	Civic/ CD-3L	Cemetery/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

AUGUST 2025
25-0235
TOM J. HITCH PARKWAY

Character & Intent

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

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

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



Land Use Considerations

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

Form & Pattern

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

Implementing Districts

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

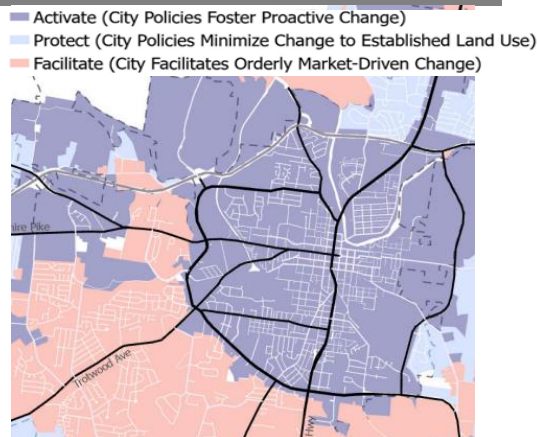
Implementing Standards

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



AREA OF CHANGE

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

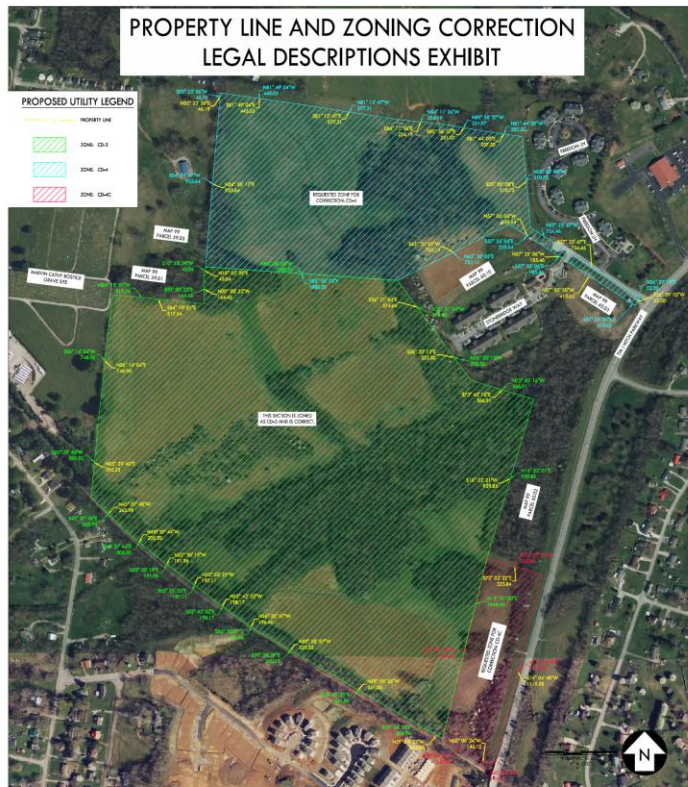


CONFORMITY WITH ZONING ORDINANCE

Section 2.2 Changes to Zoning Map require any change to the adopted Zoning Map shall be subject to compliance with the requirements and procedures of this Ordinance, which shall include without limitation in cases where the change was initiated by any person other than the City, submission, review and approval of an application for approval of a Proposed Zoning Map Amendment that complies with all standards, conditions, and requirements of this Ordinance, in accordance with Section 8.5.19 and related provisions of Article 8 (Administration, Procedures & Enforcement).



- The applicant has provided a legal description to match the zoning as approved on August 17th, 2006. This request is for the correction of the zoning to be labeled as such on the current official Zoning Map.
- 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.



PROPERTY LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO TOM J HITCH PARKWAY AND NORTH OF MAP 99, PARCEL 60.03; THENCE NORTH 57° 05' 30" WEST, 413.63 FEET, ALONG THE NORTH SIDE OF SAID MAP 99, PARCEL 60.03; THENCE NORTH 57° 25' 06" WEST, 185.46 FEET; THENCE NORTH 57° 24' 04" WEST, 239.54 FEET; THENCE SOUTH 63° 30' 05" WEST, 702.13 FEET; THENCE SOUTH 36° 21' 04" EAST, 374.60 FEET; THENCE SOUTH 36° 20' 13" EAST, 323.30 FEET; THENCE SOUTH 73° 42' 16" EAST, 366.91 FEET; THENCE SOUTH 16° 22' 21" WEST, 929.85 FEET; THENCE SOUTH 73° 02' 22" EAST, 323.84 FEET; THENCE SOUTH 14° 04' 48" WEST, 1119.28 FEET; THENCE NORTH 60° 06' 24" WEST, 111.12 FEET; THENCE NORTH 59° 54' 23" WEST, 453.80 FEET; THENCE NORTH 59° 59' 35" WEST, 561.06 FEET; THENCE NORTH 59° 58' 57" WEST, 320.22 FEET; THENCE NORTH 56° 30' 57" WEST, 196.46 FEET; THENCE NORTH 52° 42' 32" WEST, 198.17 FEET; THENCE NORTH 52° 53' 25" WEST, 197.11 FEET; THENCE NORTH 53° 30' 19" WEST, 191.96 FEET; THENCE NORTH 49° 37' 44" WEST, 205.20 FEET; THENCE NORTH 45° 57' 48" WEST, 265.98 FEET; THENCE NORTH 05° 29' 40" EAST, 395.33 FEET; THENCE NORTH 06° 14' 04" EAST, 748.90 FEET; THENCE SOUTH 84° 19' 51" EAST, 517.54 FEET; THENCE NORTH 00° 00' 22" WEST, 164.45 FEET; THENCE NORTH 10° 53' 39" EAST, 43.04 FEET; THENCE NORTH 04° 50' 17" EAST, 933.64 FEET; THENCE NORTH 02° 23' 26" EAST, 46.19 FEET; THENCE SOUTH 81° 49' 04" EAST, 445.03 FEET; THENCE SOUTH 81° 13' 47" EAST, 577.31 FEET; THENCE SOUTH 84° 11' 36" EAST, 234.19 FEET; THENCE SOUTH 80° 36' 37" EAST, 251.07 FEET; THENCE SOUTH 81° 44' 09" EAST, 207.50 FEET; THENCE SOUTH 05° 00' 08" EAST, 510.73 FEET; THENCE SOUTH 57° 23' 47" EAST, 734.46 FEET; THENCE SOUTH 36° 29' 10" WEST, 52.30 FEET, TO THE POINT OF BEGINNING.

ZONE CD-4 LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER TO THE SOUTH OF MAP 99, PARCEL 59.03 AND TO THE NORTH OF MAP 99, PARCEL 59.01; THENCE SOUTH 85° 58' 53" EAST, 1,080.50 FEET; THENCE NORTH 63° 30' 05" EAST, 702.13 FEET; THENCE SOUTH 57° 24' 04" EAST, 239.54 FEET; THENCE SOUTH 57° 25' 06" EAST, 185.46 FEET; THENCE SOUTH 57° 05' 30" EAST, 413.63 FEET; THENCE NORTH 36° 29' 10" EAST, 52.30 FEET; THENCE NORTH 57° 23' 47" WEST, 734.46 FEET; THENCE NORTH 05° 00' 08" WEST, 510.73 FEET; THENCE NORTH 81° 44' 09" WEST, 207.50 FEET; THENCE NORTH 80° 36' 37" WEST, 251.07 FEET; THENCE NORTH 84° 11' 36" WEST, 234.19 FEET; THENCE NORTH 81° 13' 47" WEST, 577.31 FEET; THENCE NORTH 81° 49' 04" WEST, 445.03 FEET; THENCE SOUTH 02° 23' 26" WEST, 46.19 FEET; THENCE SOUTH 04° 50' 17" WEST, 933.64 FEET, TO THE POINT OF BEGINNING.

ZONE CD-4C LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO TOM J HITCH PARKWAY AND SOUTH OF MAP 99, PARCEL 60.02; THENCE NORTH 73° 02' 22" WEST, 323.84 FEET, ALONG THE SOUTH SIDE OF SAID MAP 99, PARCEL 60.02; THENCE SOUTH 13° 51' 00" WEST, 1,044.46 FEET; THENCE SOUTH 59° 54' 23" EAST, 187.85 FEET; THENCE SOUTH 60° 06' 24" EAST, 144.12 FEET, 1,441.2 FEET, TO THE POINT OF BEGINNING.

ZONE CD-3 LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO MARVIN CATHY BOSTICK GRAVE SITE AND SOUTH OF MAP 99, PARCEL 59.01; THENCE SOUTH 06° 14' 04" WEST, 748.90 FEET, ALONG THE EAST SIDE OF SAID MARVIN CATHY BOSTICK GRAVE SITE; THENCE SOUTH 05° 29' 40" WEST, 395.33 FEET; THENCE SOUTH 45° 57' 48" EAST, 265.98 FEET; THENCE SOUTH 49° 37' 44" EAST, 205.20 FEET; THENCE SOUTH 53° 30' 19" EAST, 191.96 FEET; THENCE SOUTH 52° 53' 25" EAST, 197.11 FEET; THENCE SOUTH 52° 42' 32" EAST, 198.17 FEET; THENCE SOUTH 56° 30' 57" EAST, 196.46 FEET; THENCE SOUTH 59° 58' 57" EAST, 320.22 FEET; THENCE SOUTH 59° 59' 35" EAST, 561.06 FEET; THENCE SOUTH 59° 54' 23" EAST, 265.94 FEET; THENCE NORTH 13° 51' 00" EAST, 1,044.46 FEET; THENCE NORTH 16° 22' 21" EAST, 929.85 FEET; THENCE NORTH 73° 42' 16" WEST, 366.91 FEET; THENCE NORTH 36° 20' 13" WEST, 323.30 FEET; THENCE NORTH 36° 21' 04" WEST, 374.60 FEET; THENCE NORTH 85° 58' 53" WEST, 1,080.50 FEET; THENCE SOUTH 10° 53' 39" WEST, 43.04 FEET; THENCE SOUTH 00° 00' 22" EAST, 164.45 FEET; THENCE NORTH 84° 19' 51" WEST, 517.54 FEET, TO THE POINT OF BEGINNING.

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. 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 July 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** requested a graphic that indicates all proposed land being rezoned that matched legal description. The applicant responded with a survey verification.
- **Columbia Wastewater** noted that there are no sanitary sewer pressure systems designed on this site.

COMMENTARY FROM PLANNING STAFF

- **The proposed CD-3/CD-4/CD-4C Zoning provides a correction to the Official Zoning Map.** The property was rezoned under a previous Zoning Ordinance 1507 as approved by City Council of August 17th, 2006. This rezoning request was for 97.78- and 29.30-acre tract portions to be rezoned from GCS (General Commercial Services (CD-4C), I-R (Industrial-Restrictive (SD-LI) and R-6 (Medium Density Residential (CD-3) to be zoned R-6 (Medium Density Residential (CD-3)) and RM-1 (High Density Residential (CD-4)).



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. 4560 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING STANDARDS FOR PARKING WITHIN ARTICLE 4 - CITYWIDE.

RECOMMENDATION: Conduct the Public Hearing for Ordinance No. 4560.

INFORMATION: This amendment stems for the direction of Planning Commission's request to review parking standards. The Planning Commission reviewed this proposal at their August 13, 2025 meeting and recommended approval with a vote of seven to zero. The notice of Public Hearing was advertised August 20, 2025 in Main Street Maury.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4560 PH Staff Report; Ordinance 4560; Exhibit A; DS Staff Report.

**AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE
ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING
STANDARDS FOR PARKING WITHIN ARTICLE 4**

WHEREAS, Section §13-7-201 of the Tennessee Code Annotated empowers the city to enact a zoning ordinance and to provide for its administration, enforcement, and amendment; and

WHEREAS, the City Council deems it necessary for the purpose of promoting the health, safety, morals and general welfare of the city to enact such an ordinance; and

WHEREAS, the City Council, pursuant to the provisions of Section §13-4-101 of the Tennessee Code Annotated has appointed a Planning Commission to recommend the appropriate regulations to be enforced therein; and

WHEREAS, on the 13th day of August 2025, the Planning Commission reviewed and recommended specific changes in accordance with Section 8.5.18, to the Zoning Ordinance regarding Parking within Article 4; and

WHEREAS, said recommendations are being considered after a public hearing held on the 11th day of September, 2025, notice of which was published in *Main Street Maury* twenty-one (21) days or more prior to said meeting; and

WHEREAS, the attached Exhibit "A", which is attached hereto and incorporated herein by reference, replaces Zoning Ordinance 4400 Article 4.3.12.B, as recommended by the Planning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That Ordinance number 4400 Article 4.3.12.B, the same being the Zoning Ordinance of the City of Columbia, Tennessee is hereby repealed and replaced with Exhibit "A", which is attached hereto and incorporated herein by reference in its entirety.

Section 2: That pursuant to Section 8.5.18.J.4, The City Council makes the following specific findings:

- a. The proposed Zoning Ordinance Amendment is consistent, and the remainder of this Ordinance includes, specifically, purpose and intent statements;
- b. The proposed Zoning Ordinance Amendment does not represent a new idea not considered in this Ordinance, but does represent a revision necessitated by changing circumstances over time;
- c. The proposed Zoning Ordinance Amendment does not correct an error in this Ordinance; and
- d. The proposed Zoning Ordinance Amendment is not a revision of this Ordinance for the purpose of complying with state or federal statutes or case law.

Section 3: That ordinances or parts of ordinances in conflict herewith are hereby repealed

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
COLUMBIA, TENNESSEE, this the 9th day of October, 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: _____

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
AGRICULTURAL & EXTRACTIVE USES CATEGORY	
Agricultural	
Any Agricultural Use	Not Regulated
Extractive	
Any Extractive Use	Not Regulated

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
RESIDENTIAL USES CATEGORY	
Household Living	
Attached Dwellings, except Two Family Dwelling	2 per Dwelling Unit
Accessory Dwelling	1 plus principal use requirement
Residence Portion of a Live/Work, Mixed-Use, or Flex Building	1.5 per Dwelling Unit
Single-Family Detached Dwelling	2 per Dwelling Unit, plus 1 per any rented room
Two Family Dwelling	2 per Dwelling Unit
Group Living	
Group Living Home	2 per Group Living Home + 1 per each Counselor
Other Residential Use Not Listed Under Any Use Category	1.5 per Dwelling Unit
CIVIC USES CATEGORY	
Community Service	
Auditorium (Civic)	1 per 200 square feet of total Usable Floor Area
Civic Building	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Civic Space- Community Garden, Green, Square, Plaza, Park, Playground, Sports Field	1 per 5,000 square feet of grass land area
Club or Lodge (Civic)	1 per 1,000 square feet of total Usable Floor Area
Conference/ Convention/ Exhibition Center	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Courthouse	1 per employee plus 1 per every 3 seats of seating available to the public in the courtrooms
Food Distribution Center (Civic)	1 per 1,000 square feet of total Useable Floor Area

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Gallery/ Museum	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Library	1 per 100 square feet of seating area
Parking Lot/ Parking Structure (Civic)	Not Regulated
Performing Arts Venue	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Place of Assembly	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Post Office	1 per 500 square feet of Usable Floor Area
Recreation Facility (Civic)	1 per 200 square feet of activity Usable Floor Area + 1 per 200 square feet of gross swimming water surface area + 2 spaces per tennis court + 5 spaces per basketball court + 15 spaced per athletic field
Sports Venue	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Transit Shelter	Not Regulated
Transit Station or Terminal	Transit vehicle storage space + 1 per 50 feet of waiting area + 1 per 2 employees
Day Care Facilities (Civic)	
All Day Care Facilities (Civic)	1 per employee + 1 per 10 clients accommodated
CIVIC USES CATEGORY CONTINUED	
Government Facilities	
Correctional Facilities	1 per employee and 1 per 20 inmates
Other Government Facility Use not listed under any Use Category	1 per employee + 1 per 500 square feet of public Usable Floor Area

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Open space	
Any Open Space, excluding Civic Space	Not Regulated
Religious Facilities	
Any Place of Worship or other Religious Facility	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Other Civic Uses	
Other Civic Use not listed under any Use Category	Not Regulated
CIVIL SUPPORT USES CATEGORY	
Cemetery/ Funeral Services	1 per full time employee + 1 per 40 square feet of public Usable Floor Area
Fire/ EMS Station or Police Station	Not Regulated
EDUCATIONAL USES CATEGORY	
Adult Education/ Personal Improvement/ Business, Trade & Vocational Schools	
Adult Continuing Education	1 per Teacher or other staff + .50 per Student seat
Business, Trade, or Vocational School other than truck driving	1 per Teacher or other staff + .50 per Student seat
Personal Improvement Education	0.50 per Student seat + 1 per Teacher or other staff
Truck Driving School	1 per Teacher or other staff + 1 per Student
Pre-school/ Primary/ Intermediate/ Secondary Schools	
Pre-school	1 per Teacher or other staff + 1 per 20 Students
Kindergarten	1 per Teacher or other staff + 1 per 20 Students
Elementary School	1 per Teacher or other staff + 1 per 20 Students

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Middle School	1 per Teacher or other staff + 1 per 20 Students
High School	1 per Teacher or other staff + 0.50 per Student seat
Post-Secondary School	
College or University	1 per Teacher or other staff + 1 per Student
Community College	1 per Teacher or other staff + 1 per Student
Graduate or Professional School	1 per Teacher or other staff + 1 per Student
Nursing Por Medical School not accessory to a Hospital	1 per Teacher or other staff + 1 per Student
Seminary	1 per Teacher or other staff + 1 per Student
Other Educational Use	
Other Educational Use Not Listed in Any Other Category	1 per Teacher, Instructor, Care Giver or other staff + 1 per 20 Students or Children
INSTITUTIONAL USE CATEGORY	
Health Care	
Clinic	2 per patient rooms
Hospice, other than at-home care	.50 per bed
Hospital	.50 per bed
Rehabilitation Facility or Facility for Observation	.50 per bed
Long Term Care	
Long Term Care Facility or Continuum of Care Facility	1 per 3 beds
Other Institutional Use	
Other Institutional Uses Not Listed in any Use Category	1 per patient or Client room
COMMERCIAL USES CATEGORY	

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Accommodations / Lodging	
Bed & Breakfast or Inn	1 per Dwelling Unit + 1 per guest bedroom + 1 per each 2 employees on the premises at one time
Boarding or Rooming House	1 per guest bedroom + 1 per each 2 employees on the premises at one time
Hotel, Extended Stay Hotel, or Motel	1 per guest bedroom + 1 per each 2 employees on the premises at one time
Other Accommodation/ Lodging/ Use Not Listed Under any Use Category	Not Regulated
Day Care/ Personal & Group Care (non-Civic)	
Adult Day Care (non-Civic)	1 per staff member + 1 per 3 seats or 1 per 200 square feet of activity Usable Floor Area, whichever is greater
Child Care Facility (non-Civic), excluding Child Care in Home	1 per staff member + .50 per child
Children's Day Camp	1 per staff member + .50 per child
Group Day Care or Facility or Family Day Care	1 per staff member + .50 per client
Other Day Care/ Personal & Group Care (non-Civic)	
Other Day Care/ Personal & Group Care (non-Civic)	Not Regulated
Indoor Recreation- Commercial	
Bowling Alley	1 per 500 square feet of total Usable Floor Area
Commercial Indoor Athletic Training Facility	1 per 1,00 square feet of total Usable Floor Area
Game Arcade	1 per 100 square feet of total Usable Floor Area
Gymnastics Facility	1 per 1,000 square feet of total Usable Floor Area
Indoor Firing Range	1 per 500 square feet of total Usable Floor Area

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Indoor Sports Academy	1 per 1,000 square feet of total Usable Floor Area
Movie or other Theater (non-Civic)	1 per theater, bar, or dining seat or 1 per 100 square feet of total Usable Floor Area, whichever is greater
Pool Hall	1 per 300 square feet of total Usable Floor Area
Recreation Facility	1 per 200 square feet of activity Usable Floor Area + 1 per 200 square feet of gross swimming water surface area + 2 spaces per tennis court + 5 spaces per basketball court + 15 spaces per athletic field
Skating Rink	1 per 300 square feet of total Usable Floor Area
Social (or Civic) Club, Lodge, or Organization	1 per 200 square feet of gathering or activity Usable Floor Area
Other Indoor Recreation- Commercial Use Not Listed Under any Use Category	1 per 500 square feet of total Usable Floor Area
Group Assembly (non-Civic)	
Any Group Assembly (non-Civic)	1 per 4 seats
Outdoor Recreation - Commercial	
Amphitheater	1 per 2 seats + 1 per 20 square feet of standing area
BMX Bicycle Park	1 per biker accommodated or 1 per 5,000 square feet, whichever is greater
Campground	1 per campsite
Drive-In Theater	1 per vehicle accommodation
Firing Range, such as a Rifle Range, Archery Range, Handgun Range, or Skeet Shooting	1 per customer firing squad
Golf Course, Swim club, Tennis Club, Country Club	Per Planning Commission Approval
Marina/ Boating Facility	1 per Boat Slip

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Recreational Vehicle (RV) Park	1 per motorized RV space + 1 per non-motorized vehicle space
Paintball Park	Per Planning Commission Approval
Outdoor Entertainment Activity, such as Batting Cage, Golf Driving Range, Amusement Park, Miniature Golf Facility	Per Planning Commission Approval
COMMERCIAL USES CONTINUED	
Skateboard Park	Per Planning Commission Approval
Sports Field	Per Planning Commission Approval
Stadium / Arena	Per Planning Commission Approval
Summer Camp (overnight)	Per Planning Commission Approval
Swimming Pool	Per Planning Commission Approval
Tennis Club	Per Planning Commission Approval
Water Park	Per Planning Commission Approval
Other Outdoor Recreational Use – Commercial not listed under any other Use Category	Per Planning Commission Approval
Parking – Commercial	
Parking Lot	Not Regulated
Parking Structure	Not Regulated
Restaurant	
Restaurant without Drive-Through Facility or Drive-In Facility	1 per 100 square feet of total Usable Floor Area
Restaurant with Drive-Through Facility or Drive-In Facility	1 per 100 square feet of total Usable Floor Area
Small-scale without Drive-Through Facility	1 per 300 square feet of total Usable Floor Area
Bars, Taverns, or Nightclub	

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Bar, Tavern, or Nightclub	1 per 100 square feet of total Usable Floor Area
Retail/ Personal Service/ Repair/ Art/ Artisan	
Alcoholic Beverage Retail Sales	1 per 300 square feet of total Usable Floor Area
Artisan Establishment, with or without Retail Sales	1 per 500 square feet of total Usable Floor Area
Arts-Related Uses	1 per 500 square feet of total Usable Floor Area
Mail-Order or On-Line Retail Sales	1 per 1,000 square feet of total Usable Floor Area
Motor Vehicle Sales, Rental, leasing, or Motor Vehicle Maintenance/ Cleaning/ Repair/ Service	1 per 500 square feet of total Usable Floor Area
Convenience Sales and Service with Fuel Sales	Vehicle fueling and stacking area +1 per 300 square feet of usable floor space
Retail Membership Club	1 per 500 square feet of total Usable Floor Area
Retail Food Sales, with or without on-premises preparation or processing	1 per 200 square feet of total Usable Floor Area
Recreation Facility (non-Civic)	1 per 1,000 square feet of total Usable Floor Area
Veterinarian Clinic, Animal Hospital, or non-Agricultural Kennel	1 per treatment, procedure, or surgical room + 100 square feet of total Usable Floor Area
Warehouse Retail	1 per 1,000 square feet of total Usable Floor Area
Other Retail Sales, Rental, or Leasing uses not listed above	1 per 500 square feet of total Usable Floor Area
Self Service Storage	
Self Service Storage	1 per 2,000 square feet of storage space
Boat-Related Uses	
All Boat-Related uses other than Marina/ Boating Facility	1 per 200 square feet of administrative space + 1 per Boat storage spaces + 2 per Boat ramp + 1 per Boat available for rental + 1 per employee work station + 2 per work day
Motor Vehicle-Related Uses	

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
All motor vehicle-related uses, other than Gasoline or motor vehicle sales, rental or leasing, motor vehicle maintenance/ cleaning/ repair/ servicer par sales and tire sales	1 per 500 square feet for Usable Floor Area + .25 per vehicle available for rental + 1 per employee work station + vehicle storage space + 1 per work bay
Tire Sales	2 per work station or service bay + 1 per 200 square feet of customer waiting area
Towing Service	1 per 500 square feet of Usable Floor Space + spaces for towed vehicles
Manufactured Home Sales	
Manufactured home Sales	1 per 500 square feet of Usable Floor Area + 1 per employee work station + inventory space + 1 work bay
Wholesale Sales	
All Wholesales not listed under any other category	1 per 1,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
OFFICE USES CATEGORY	
All Office Uses not listed under any other Category	1 per 200 square feet of total Usable Floor Area
INDUSTRIAL USES CATEGORY	
Heavy Industrial	
All heavy industrial uses	Not regulated
Light Industrial	
Brewery, excluding Brewpubs	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Bottling Plants	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Building Systems / Construction Business	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Carpet Cleaning Plants or Manufacturing	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Catering Service or Catering Event Establishment	1 per 400 square feet of food preparation area + 1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Clothing or Textile Manufacturing	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Commercial or Institutional Bakery	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Contractor Material Sales	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Crematorium	1 per employee on the premise at one time, but no fewer than 2 spaces
Dairy Plant	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Distillery	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Distribution Facility	1 per 10,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Dry Cleaning Plant	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Equipment Rental	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Fabrication, work or storage on-site by building, heating, plumbing, electrical, or general contractors and others who perform services off-site	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Food Processing for Wholesale Sales	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Horticulture & Landscaping Services	.50 space per employee on premises at one time, but no fewer than 2 spaces
INDUSTRIAL USES CONTINUED	
Ice Plant	1 per 5,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Information Services	.50 space per employee on premises at one time, but no fewer than 2 spaces
Janitorial & Building Maintenance Services	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Laundry Plant	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Light Manufacturing Plant with or without Retail Sales	1 space per 2,000 square feet of Usable Floor Area, with a minimum of 1 space per 2 employees on premises at one time, but no fewer than 2 spaces

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Machine Shop/ Woodworking Shop, other than Artisan Establishment	1 space per 1,000 square feet of Usable Floor Area, with a minimum of 1 space per 2 employees on premises at one time, but no fewer than 2 spaces
Maintenance Yard or Facility	
Manufacture or assembly of equipment, instruments, appliances, precision items or electrical items, or toys	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Non-Hazardous Waste Treatment or Disposal	1 per 5,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Outdoor Storage	Not Regulated
Photo-Finishing or Photography Lab	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Printing, Publishing, and Lithography	1 space per 1,000 square feet of Usable Floor Area, with a minimum of 1 space per 2 employees on premises at one time, but no fewer than 2 spaces
Production of Artwork	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Rail Equipment Storage or Repair	1 per employee + 2 per acre
Recycling Collection	1 per collection container
Recycling Processing Facility	1 per 5,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Repair of scientific or professional instruments or electric motors	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Research Lab / Research Development	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Scrap or Salvage Yard	1 per employee + 2 per acre
Sheet Metal Shop	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Solid Waste Facility	Not Regulated
Towing Facility	Not Regulated
Welding, machine, tool repair shop	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Wholesale Sales	1 per 2,000 square feet of Usable Floor Area, with a minimum of 1 per employee on premises at one time, but no fewer than 2 spaces
Winery	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
INDUSTRIAL USES CONTINUED	
Woodworking, including cabinet makers and furniture manufacturing, but excluding Artisan Establishment	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Other Light Industrial Uses not listed in any other Use Category	1 per 2,000 square feet of Usable Floor Area, with a minimum of 1 per employee on premises at one time, but no fewer than 2 spaces
Warehouse & Freight Movement	
All Warehouse/ Warehousing & Freight Movement	1 per 10,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Waste-Handling	

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
All Waste-Handling Services	Not Regulated
UTILITIES USES CATEGORY	
All Utility Uses	Not Regulated
OTHER USES CATEGORY	
Adult Entertainment	1 per 2,000 square feet of Usable Floor Area but no fewer than 2 spaces



Zoning Text Amendment 4.3.12 (Parking)

Project #:	25-0288	Location:	N/A
Applicant:	Development Services	Case Type(s):	Text Amendment 4.3.12
Staff Planner:	Paul Keltner, AICP	Proposed Use:	N/A

SUMMARY

The applicant, the Development Services staff, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is a request initiated by the Planning Commission concerning parking ratios and required parking as outlined in Article 4.3.12 (Parking) within Zoning Ordinance 4400. The proposed amendments are detailed in the attached track changes documents.

- The Planning Commission is a **recommending body** for zoning text amendments. The City Council is the **decision-making authority**.
- The staff comments section details the proposed changes which are provided in the agenda packet in ~~strikethrough~~ and underlines.
- The specific uses and/or language impacted by this amendment include fractional rounding, max percentage of parking, attached dwellings plus accessory dwelling unit parking ratios, and new parking use type for Convenience Sales and Service with Fuel sales
- The Planning Commission may recommend adoption of the proposed text, modify the proposal, or decline the request.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.



CONSISTENCY WITH CONNECT COLUMBIA

Reviewing and updating the Zoning Ordinance and other regulating documents is part of the implementation of Connect Columbia, the City's comprehensive plan.

REVIEW PROCESS

Section **8.5.18** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the text of the Ordinance. The Planning Commission is the recommending body for text amendments under **§ 8.3.3.B.2** of the Zoning Ordinance.

Section **8.5.18.C** of the Zoning Ordinance requires that Planning Commission determine that the proposed changes are consistent with the comprehensive plan.

8.5.18.G of the Zoning Ordinance establishes the review criteria for approval of all changes to the text of the Ordinance:

- a. The extent to which the proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements;*
- b. The extent to which the proposed Zoning Ordinance Amendment represents a new idea not considered in this Ordinance, or represents a revision necessitated by changing circumstances over time;*
- c. Whether or not the proposed Zoning Ordinance Amendment corrects an error in this Ordinance; and*
- d. Whether or not the proposed Zoning Ordinance Amendment revises this Ordinance to comply with state or federal statutes or case law.*

The criteria for City Council action on a Zoning Ordinance Amendment at **§ 8.5.18.J.4** are identical to the criteria for Planning Commission review at **8.5.18.G.3**.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The City Council adopted the current ordinance on July 14, 2022. The Zoning Ordinance has had textual amendments over the last year, further customizing Columbia's vision for development. Based on the concerns stated by the Planning Commission, staff have listed recommendations to help alleviate these items relating to parking. The Planning Commission may recommend approval of the proposed text amendments, direct staff to prepare an alternative text amendment, or decline to act on the proposed changes.



SAMPLE MOTIONS

Approve:

Move to find, based on the analysis provided by city staff, that the criteria listed in section **8.5.18** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed text amendments [**may be subject to modifications proposed by the Planning Commission**].

Deny:

Move to recommend denial of the requested text amendment having found, based on the analysis provided by city staff, that the criteria listed in section **8.5.18** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial and provide direction to staff*].

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 direct staff to provide: [*list additional information*] for review at a future meeting.

August 14, 2025 - 5:30 PM

PUBLIC HEARINGS

Item 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

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

There being no one present to speak on the Public Hearing for Ordinance No. 4552, Council Member McKelvy moved to close the Public Hearing on Ordinance No. 4552. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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

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

There being no one present to speak on the Public Hearing for Ordinance No. 4553, Council Member Marshall moved to close the Public Hearing on Ordinance No. 4553. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 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

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LANE BEING TAX MAP 112 PARCEL 17 TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 1

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

There being no one present to speak on the Public Hearing for Ordinance No. 4554, Council Member Marshall moved to close the Public Hearing on Ordinance No. 4554. Mayor Molder seconded the motion.

All Council Members present voted aye.

Item 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

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

A representative for this item advised they are requesting Council defer the Ordinance. A citizen asked for an explanation of the deferral process. There being no one further to speak on the Public Hearing, Council Member Huffman moved to close the Public Hearing on Ordinance No.4555. Council Member Marshall seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CALL TO ORDER/ROLL CALL

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

INVOCATION BY MARCUS DUKE OF NEW DAY COMMUNITY CHURCH

PLEDGE OF ALLEGIANCE

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The Columbia Academy Baseball Team led the Pledge of Allegiance.

APPROVAL OF AGENDA

Council Member Marshall moved to approve the Agenda. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

PRESENTATIONS

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

Mayor Molder welcomed the Columbia Academy Baseball Team to the meeting and congratulated them on being back-to-back State Champions. Mayor Molder read one of the proclamations. Coach Estep thanked the City for this honor and spoke about how special a feat it is to win back-to-back championships. Nixon Love spoke of the great times and memories the team shared this year.

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

Mr. Wil Evans gave a brief update to City Council on the happenings in and around our area.

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. Council Member Marshall seconded the motion.

All Council Members present voted aye.

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

Mayor Molder moved to accept the letter of resignation from Council Member DaVena Hardison. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Mayor Molder said this is bittersweet, DaVena took the job seriously, listened and studied the items. Mayor Molder said he is sorry to see her leave but appreciates her years of service and wishes her success.

Mayor Molder requested to amend the agenda to move up Item 11.1, Appointment to fill the Ward 1 Council Member Seat Vacancy. Council Member McKelvy moved to approve

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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moving Item 11.1 up on the agenda. Mayor Molder seconded the motion.

All Council

Members present voted aye.

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

Mr. Demetrius Nelson - Minister of Carmack Blvd Church of Christ spoke to Council regarding the vacancy and DaVena's recommendation that he fill the vacancy. Mr. Nelson said he serves in many areas and decided to say yes to DaVena's request that he represent Ward 1 as a Council Member. Mr. Nelson advised he will have to withdraw his name from consideration due to not meeting the residency requirement of living in the Ward for a year even though he has served the community for 10 years.

Mayor Molder thanked Mr. Nelson for his leadership and all the good works that his church is doing for our community. Mayor Molder spoke of Mr. Nelson's integrity and character and how it was shown today by you coming forward and withdrawing.

Council Member Huffman moved to approve Carl McCullen to fill the Ward 1 Council Member seat vacancy. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

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

Council Member Marshall moved to approve the retirement benefits for Steve Mason. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

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

Council Member McKelvy moved to approve the reappointment of Tori Zemer Degrella to the City of Columbia Arts Council for a three-year term that began on January 9, 2025 and expires on January 9, 2028. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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.

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

All Council Members present voted aye.

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Item 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.

Mayor Molder moved to approve the 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. Council Member Marshall seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

Council Member Huffman 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 JUNE 2025 IN THE AMOUNT OF \$7,235,869.38

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

Item 7.3. - APPROVE THE ANNUAL RENEWAL OF WORKERS' COMPENSATION INSURANCE WITH THE TML PUBLIC ENTITY PARTNERS

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

Item 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

Item 7.6. - APPROVE AND AUTHORIZE THE DISPOSAL OF SURPLUS EQUIPMENT

Item 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

Item 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

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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Item 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

Item 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

Item 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

Item 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

Item 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

Item 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.

Item 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

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

ADMINISTRATION

RESOLUTIONS

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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

Council Member McKelvy moved to approve Resolution No. 25-56. Council Member Huffman seconded the motion.

All Council Members present voted aye.

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

Council Member Marshall moved to approve Resolution No. 25-60. Council Member Huffman seconded the motion.

All Council Members present voted aye.

Item 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

Council Member McKelvy moved to approve Resolution No. 25-62. Council Member Marshall seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 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

Council Member Marshall moved to approve Ordinance No. 4551 on second consideration. Council Member Secrest seconded the motion.

All Council Members present voted aye.

Item 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 Director Keltner went over some of the details regarding this request to rezone and advised the Planning Commission recommended the rezoning

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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with a unanimous vote.

Mayor Molder moved to approve Ordinance No. 4552 on first consideration. Vice Mayor McBroom seconded the motion.

After a brief discussion on affordable housing and infill, all Council Members present voted aye.

Item 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

Mayor Molder moved to defer Ordinance No. 4553 on first consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye with the exception of Vice Mayor McBroom who abstained from the vote. Motion to defer passed.

Item 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

Mayor Molder moved to defer Ordinance No. 4554 on first consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye with the exception of Vice Mayor McBroom who abstained. Motion passed.

Item 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

Mayor Molder moved to defer Ordinance No. 4555 on first consideration. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Item 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 COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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Council Member Marshall moved to approve Ordinance No. 4556 on first consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Marshall moved to approve Ordinance No. 4557 on first consideration. Council Member Secrest seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Marshall moved to approve Ordinance No. 4558 on first consideration. Council Member Huffman seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

Vice Mayor McBroom asked Chief Cummins to speak about the scrap-yard fire.

Chief Cummins updated Council on the fire and advised it was put out quickly.

Mayor Molder said the Fire Chief did a great job at the ribbon cutting for Station No. 1. Mayor Molder said that was a first class event for a first class department and the renovations look great.

Council Member Huffman thanked the County Commissioners in attendance for being at the meeting.

Mayor Molder thanked the Commissioners for their service to the County.

EXECUTIVE SESSION

ADJOURNMENT

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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There being no further business Mayor Molder moved to adjourn the meeting. Vice Mayor McBroom seconded the motion. All members present voted aye. The meeting adjourned at 06:36 PM.

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING JULY 31, 2025

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	4,960,386.72	1,471,060.77	1,730,625.64	1,758,700.31
Sanitation Fund	872,779.12	391,027.18	95,394.13	386,357.81
Wastewater Fund	6,978,770.82	19,992.76	204,471.43	6,754,306.63
Street & Transportation Fund				-
State Street Aid	1,533,672.56	1,500,000.00		33,672.56
Drug Fund	7,626.40			7,626.40
Debt Service Fund				-
Capital Projects Fund	569,106.40	450,000.00		119,106.40
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	373,964.16	209,101.73		164,862.43
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board	30,026.25			30,026.25
Grant Fund	27,620.27			27,620.27
	\$ 15,353,952.70	\$ 4,041,182.44	\$ 2,030,491.20	\$ 9,282,279.06

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 7/1/2025 - 7/31/2025**

POOLED CASH CHECK LISTING

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203805	7/9/2025	JUDY CONSTRUCTION COMPANY	3,373,326.40
203806	7/10/2025	Rutherford County Code Official's Assn	120.00
203807	7/10/2025	Freedom Hill Land Management	12,169.75
203808	7/11/2025	ACE HARDWARE	747.43
203809	7/11/2025	ANTHEM SPORTS, LLC	13,123.70
203810	7/11/2025	AT&T	1,351.22
203811	7/11/2025	Atlantic Pools & Spas	1,888.10
203812	7/11/2025	Atmos Energy	134.69
203813	7/11/2025	Automation Controls Training & Consulting	352.50
203814	7/11/2025	Best One Tire	3,695.18
203815	7/11/2025	BOBCAT OF NASHVILLE	983.36
203816	7/11/2025	Break Time Services	232.00
203817	7/11/2025	C & C Bucket Truck and Tree Service	1,300.00
203818	7/11/2025	Cellebrite Inc	10,185.00
203819	7/11/2025	CHARTER COMMUNICATIONS	1,099.00
203820	7/11/2025	Chrysler Dodge Jeep Ram of Columbia	2,752.25
203821	7/11/2025	Cintas Corporation #241	1,787.57
203822	7/11/2025	CivicPlus LLC	158.00
203823	7/11/2025	CMS Uniforms & Equipment	5.34
203824	7/11/2025	Columbia Oil Company Inc	6,030.05
203825	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	47,415.46
203826	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	58.80
203827	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	7,302.29
203828	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	12,326.74
203829	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	50,589.11
203830	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	1,491.27
203831	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	2,826.49
203832	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	904.30
203833	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	159.26
203834	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	152.38
203835	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	6,356.76
203836	7/11/2025	COLUMBIA POWER & WATER SYSTEMS	6,399.34
203837	7/11/2025	COMBINED INSURANCE, A CHUBB COMPANY	901.76
203838	7/11/2025	Copycats Print Services Llc	113.33
203839	7/11/2025	CPWS - Broadband	1,018.12
203840	7/11/2025	CUMBERLAND ESCROW - DUCK RIVER	4,340.00
203841	7/11/2025	CUMBERLAND VALLEY CONSTRUCTORS, INC	82,460.00
203842	7/11/2025	Davidson Fence & Decks LLC	429.77
203843	7/11/2025	Dell Marketing L P	1,102.84
203844	7/11/2025	Door Tech of Nashville Inc	2,921.97
203845	7/11/2025	Duck River Electric	3,861.82
203846	7/11/2025	EDDIE CAMPBELL & ASSOCIATES	750.00
203847	7/11/2025	EMCS INC	700.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 7/1/2025 - 7/31/2025**

POOLED CASH CHECK LISTING

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203848	7/11/2025	Firstnet Services Provided By AT&T Mobility	2,307.22
203849	7/11/2025	Freedom Hill Land Management	4,948.15
203850	7/11/2025	Daily Herald (Ads)	148.76
203851	7/11/2025	Hughes McDaniel & Associates	650.00
203852	7/11/2025	J & M Supply Solutions	1,202.78
203853	7/11/2025	J R Wauford & Co Cons Eng, Inc	130,250.00
203854	7/11/2025	J.E.M. MECHANICAL, INC	600.00
203855	7/11/2025	Jim's Auto Accessories Inc	161.20
203856	7/11/2025	Johnson Controls	9,469.01
203857	7/11/2025	Jones & Lang Sporting Goods	60.00
203858	7/11/2025	JOURNAL COMMUNICATIONS INC	4,930.00
203859	7/11/2025	KREBS KUBOTA	245.71
203860	7/11/2025	Law Enforcement Accreditation	300.00
203861	7/11/2025	LEADERSHIP MIDDLE TENNESSEE	2,250.00
203862	7/11/2025	Lebanon Police Department	2,100.00
203863	7/11/2025	Lee Company	1,964.53
203864	7/11/2025	LETS Corp dba Orion Systems	3,134.00
203865	7/11/2025	Local Government Corporation	844.00
203866	7/11/2025	MAIN STREET MEDIA OF TN	246.87
203867	7/11/2025	Marshall County Solid Waste and Recycling	1,727.05
203868	7/11/2025	Maury County 911	8,041.17
203869	7/11/2025	Michael W Schmidt	224.00
203870	7/11/2025	Millennium	74.20
203871	7/11/2025	Motorola Solutions Inc	3,373.50
203872	7/11/2025	Music City Publications, Inc.	3,125.00
203873	7/11/2025	Mutual Of Omaha	16,785.39
203874	7/11/2025	Needle And Grain	125.00
203875	7/11/2025	PROCARE PBM	61,977.18
203876	7/11/2025	Fred Stallcup	604.20
203877	7/11/2025	Retail Strategies LLC	30,000.00
203878	7/11/2025	Robert J Young Company LLC	195.00
203879	7/11/2025	Safe Industries	4,148.44
203880	7/11/2025	Sherrill Morgan	9,875.00
203881	7/11/2025	Siddons-Martin Emergency Group LLC	196.51
203882	7/11/2025	Southern Computer Warehouse	146.28
203883	7/11/2025	SOUTHERN PIPE & SUPPLY	1,162.80
203884	7/11/2025	Southern Software Inc	1,082.00
203885	7/11/2025	SRM Concrete	1,151.00
203886	7/11/2025	State Of TN Attn: Lily White	237.50
203887	7/11/2025	State Systems, LLC	2,000.00
203888	7/11/2025	STS Distribution	3,107.00
203889	7/11/2025	Swift Repairs	12,485.24
203890	7/11/2025	Temple Inc	7,932.00

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203891	7/11/2025	Tennessee Electrical Inc	5,700.00
203892	7/11/2025	THE DAILY HERALD	24.70
203893	7/11/2025	Tn Dept Of Revenue	300.75
203894	7/11/2025	TN Dept Of Safety	33.25
203895	7/11/2025	Trane U.S. Inc	900.00
203896	7/11/2025	TRANS ELECTRIC COMPANY, INC	2,392.50
203897	7/11/2025	TriStar Elevator LLC	1,142.00
203898	7/11/2025	UNIFIRST FIRST AID AND SAFETY	128.42
203899	7/11/2025	United Waste Haulers Of TN LLC	564.87
203900	7/11/2025	UTILITY TOOL COMPANY	1,828.00
203901	7/11/2025	VERIZON CONNECT	322.15
203902	7/11/2025	Verizon Wireless 04	5,942.24
203903	7/11/2025	Verizon Wireless 05	1,015.40
203904	7/11/2025	Verizon Wireless 07	1,541.36
203905	7/11/2025	Volunteer Paving LLC	230.56
203906	7/11/2025	W W Grainger Inc	135.36
203907	7/11/2025	Waynes Pest Control	325.00
203908	7/11/2025	Waypoint Analytical, LLC	220.00
203909	7/11/2025	Waypoint Business Solutions LLC	12,206.86
203910	7/11/2025	Wells Fargo Financial Leasing, Inc	268.51
203911	7/11/2025	WILCOLOCAL MEDIA	810.00
203912	7/11/2025	WM CORPORATE SERVICES, INC	26,135.94
203913	7/14/2025	JUDY - ESCROW	174,067.56
203914	7/16/2025	Needle And Grain	100.00
203915	7/17/2025	ACE HARDWARE	773.10
203916	7/17/2025	AMER FAMILY LIFE ASSURANCE	40.30
203917	7/17/2025	ANTHEM SPORTS, LLC	346.15
203918	7/17/2025	AT&T	50.62
203919	7/17/2025	AT&T (Fiber Optics)	726.44
203920	7/17/2025	Atlantic Pools & Spas	1,277.95
203921	7/17/2025	Atmos Energy	1,345.28
203922	7/17/2025	BEST CLEANERS OF COLUMBIA, LLC	24.26
203923	7/17/2025	Best One Tire	4,553.36
203924	7/17/2025	Break Time Services	144.00
203925	7/17/2025	BUCK & BOARD, LLC	300.00
203926	7/17/2025	CARRIE ANN BELL	100.00
203927	7/17/2025	Cedarchem Llc	8,484.16
203928	7/17/2025	Cintas Corporation #241	1,575.64
203929	7/17/2025	City Of Col Employees Retireme	898,388.37
203930	7/17/2025	CivicPlus LLC	17,873.51
203931	7/17/2025	Columbia Firefighter Assn	427.50
203932	7/17/2025	Columbia Oil Company Inc	29,591.90
203933	7/17/2025	COLUMBIA POWER & WATER SYSTEMS	8,745.71

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203934	7/17/2025	COLUMBIA POWER & WATER SYSTEMS	1,583.70
203935	7/17/2025	COLUMBIA POWER & WATER SYSTEMS	1,992.83
203936	7/17/2025	COLUMBIA POWER & WATER SYSTEMS	1,583.02
203937	7/17/2025	COLUMBIA POWER & WATER SYSTEMS	2,486.77
203938	7/17/2025	COLUMBIA POWER & WATER SYSTEMS	1,119.72
203939	7/17/2025	CONCIERGE RIDE TN INC	2,067.70
203940	7/17/2025	Copycats Print Services Llc	65.00
203941	7/17/2025	County Record Services LLC	9,505.11
203942	7/17/2025	CPWS - Broadband	300.00
203943	7/17/2025	Fleming Sheet Metal Shop	1,500.00
203944	7/17/2025	G & C SUPPLY CO INC	1,368.65
203945	7/17/2025	Daily Herald (Ads)	268.56
203946	7/17/2025	IRONSMITH FIRE, LLC	1,250.00
203947	7/17/2025	VOID-VOID-VOID	0.00
203948	7/17/2025	VOID-VOID-VOID	0.00
203949	7/17/2025	VOID-VOID-VOID	0.00
203950	7/17/2025	VOID-VOID-VOID	0.00
203951	7/17/2025	VOID-VOID-VOID	0.00
203952	7/17/2025	VOID-VOID-VOID	0.00
203953	7/17/2025	VOID-VOID-VOID	0.00
203954	7/17/2025	VOID-VOID-VOID	0.00
203955	7/17/2025	VOID-VOID-VOID	0.00
203956	7/17/2025	VOID-VOID-VOID	0.00
203957	7/17/2025	VOID-VOID-VOID	0.00
203958	7/17/2025	VOID-VOID-VOID	0.00
203959	7/17/2025	VOID-VOID-VOID	0.00
203960	7/17/2025	VOID-VOID-VOID	0.00
203961	7/17/2025	Maury Co United Way	662.00
203962	7/17/2025	Maury County Solid Waste	122,198.26
203963	7/17/2025	McNeece Service Company	960.00
203964	7/17/2025	MEGAN FITZGERALD	50.00
203965	7/17/2025	MELISSA RAGER-AGUIAR	50.00
203966	7/17/2025	Gaye Pike	300.00
203967	7/17/2025	Margaret Ziegler	300.00
203968	7/17/2025	Mike Hudson	540.36
203969	7/17/2025	Planet Glass Corp	15.00
203970	7/17/2025	Rachel Harris	15.00
203971	7/17/2025	NexAir LLC	50.70
203972	7/17/2025	NITV Federal Services	2,190.00
203973	7/17/2025	North Central Laboratories-NCL of Wisconsin, Inc	64.07
203974	7/17/2025	Paintworks	1,250.00
203975	7/17/2025	PHILLIP CAPERTON	3,390.00
203976	7/17/2025	Public Entity Partners	9,547.64

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203977	7/17/2025	Robert J Young Company LLC	71.36
203978	7/17/2025	Rogers Group Inc	2,582.16
203979	7/17/2025	Samsara Inc	5,493.60
203980	7/17/2025	Servant Fire Protection	419.00
203981	7/17/2025	Siddons-Martin Emergency Group LLC	1,215.23
203982	7/17/2025	Southeastern Sound Inc	285.00
203983	7/17/2025	SRM Concrete	2,031.00
203984	7/17/2025	State Systems, Inc	75.00
203985	7/17/2025	State Systems, LLC	185.00
203986	7/17/2025	Sun Life Financial	40,112.29
203987	7/17/2025	TANGRAM DESIGN LLC	19,350.00
203988	7/17/2025	Thomson Reuters - West	85.00
203989	7/17/2025	TN Property Management	6,066.93
203990	7/17/2025	Trigreen Equipment	84.15
203991	7/17/2025	United Waste Haulers Of TN LLC	1,796.74
203992	7/17/2025	Visual Media Co LLC	600.00
203993	7/17/2025	Volunteer Welding Supply, Inc.	43.20
203994	7/17/2025	Vulcan Materials Co	551.32
203995	7/17/2025	W L CONSTRUCTION SUPPLY INC	410.00
203996	7/17/2025	W W Grainger Inc	190.60
203997	7/17/2025	Waynes Pest Control	650.00
203998	7/17/2025	Waypoint Analytical, LLC	2,727.00
203999	7/17/2025	Wells Fargo Financial Leasing, Inc	514.80
204000	7/17/2025	Xylem Dewatering Solutions Inc	1,021.51
204001	7/17/2025	iWorQ System Inc.	19,000.00
204002	7/17/2025	J & M Supply Solutions	252.83
204003	7/17/2025	Jim's Auto Accessories Inc	76.92
204004	7/17/2025	Johnson Controls	1,656.00
204005	7/17/2025	KREBS KUBOTA	82.35
204006	7/17/2025	KRISTEN MEYERS	375.00
204007	7/17/2025	Lee Company	8,417.00
204008	7/17/2025	Legal & Liability Risk Management Institute	1,200.00
204009	7/17/2025	LEIA DARK	42.42
204010	7/17/2025	Life Services EAP	2,271.15
204011	7/17/2025	LOCALITY MEDIA, INC	53,450.00
204012	7/17/2025	Mail Call	3,034.60
204013	7/17/2025	MAIN STREET MEDIA OF TN	90.50
204014	7/17/2025	MARIA CATHARINA VAN DEVENTER	125.00
204015	7/24/2025	Atlantic Pools & Spas	6,114.95
204016	7/24/2025	Atmos Energy	1,143.52
204017	7/24/2025	BEST CLEANERS OF COLUMBIA, LLC	594.54
204018	7/24/2025	BRANDON ENTWISTLE	282.00
204019	7/24/2025	Break Time Services	63.00

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204020	7/24/2025	BRINDLEY CO	17,238.44
204021	7/24/2025	CARRIE ANN BELL	150.00
204022	7/24/2025	Center Of Hope	5,000.00
204023	7/24/2025	Certified Languages International	27.55
204024	7/24/2025	Cintas Corporation #241	1,945.32
204025	7/24/2025	CITY OF COL & BRINDLEY CO	907.29
204026	7/24/2025	Colorkraft Auto Refinishers, LLC	3,000.35
204027	7/24/2025	Columbia Firefighter Assn	397.50
204028	7/24/2025	Columbia Oil Company Inc	20,609.24
204029	7/24/2025	COLUMBIA POWER & WATER SYSTEMS	5,312.00
204030	7/24/2025	COLUMBIA POWER & WATER SYSTEMS	2,778.69
204031	7/24/2025	COLUMBIA POWER & WATER SYSTEMS	2,190.16
204032	7/24/2025	COMMUNICATIONS INTERNATIONAL INC	7,145.30
204033	7/24/2025	CUMBERLAND ESCROW - BEAR CREEK	11,758.35
204034	7/24/2025	Duck River Electric	436.94
204035	7/24/2025	Annette Gerretse	62.44
204036	7/24/2025	ESKILL CORPORATION	5,300.00
204037	7/24/2025	Family Floor Covering	3,847.00
204038	7/24/2025	Freedom Hill Land Management	1,450.00
204039	7/24/2025	GOLF CART GENTLEMEN, LLC	500.00
204040	7/24/2025	HD INK SCREEN PRINTING	288.00
204041	7/24/2025	HISCALL, INC	34,225.07
204042	7/24/2025	James K Polk Memorial Association	3,000.00
204043	7/24/2025	JANE KNOX POLK	1,200.00
204044	7/24/2025	JEFF ELLIS & ASSOCIATES, INC	1,500.00
204045	7/24/2025	JOHN VANDE WOUDE	282.00
204046	7/24/2025	Jones & Lang Sporting Goods	314.96
204047	7/24/2025	KATE FREEMAN	200.00
204048	7/24/2025	KRISTEN MEYERS	650.00
204049	7/24/2025	Leaf Capital Funding LLC	1,403.35
204050	7/24/2025	MAGNET FORENSICS, LLC	34,760.00
204051	7/24/2025	MARIA CATHARINA VAN DEVENTER	150.00
204052	7/24/2025	MARK VINCENT PRUETT	225.00
204053	7/24/2025	Maury Co Government	17,929.89
204054	7/24/2025	Maury Co United Way	662.00
204055	7/24/2025	Maury County 911	22,195.47
204056	7/24/2025	MAURY COUNTY FIRE DEPT	600.00
204057	7/24/2025	Maury County Solid Waste	115,975.22
204058	7/24/2025	Maury Fence Co Of Tn Inc	882.00
204059	7/24/2025	MAURY REGIONAL MEDICAL CENTER	210.00
204060	7/24/2025	Maury Regional Hospital Marshall Medical Ctr	5,702.00
204061	7/24/2025	Maury Regional Medical Group	1,415.00
204062	7/24/2025	MEGAN FITZGERALD	300.00

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204063	7/24/2025	MELISSA RAGER-AGUIAR	200.00
204064	7/24/2025	Millennium	5,173.89
204065	7/24/2025	Beauty Clinic	40.41
204066	7/24/2025	MissionSquare Retirement	250.00
204067	7/24/2025	Municipal Technical Advisory Service	555.00
204068	7/24/2025	MX-Sport Grafix & Awards LLC	30.00
204069	7/24/2025	Neel-Schaffer	7,920.00
204070	7/24/2025	NETPLANNER SYSTEMS, INC	27,065.87
204071	7/24/2025	Nicholas Ivanoff	282.00
204072	7/24/2025	PROCARE PBM	46,655.60
204073	7/24/2025	Mark Austin	131.13
204074	7/24/2025	Robert Frederick	282.00
204075	7/24/2025	Rogers Group Inc	513.29
204076	7/24/2025	Safe Industries	655.25
204077	7/24/2025	Servant Fire Protection	705.00
204078	7/24/2025	Simple Com	42.00
204079	7/24/2025	Southern Duplicating of Middle Tennessee	480.30
204080	7/24/2025	SOUTHERN TIRE MART, LLC	1,626.00
204081	7/24/2025	SRM Concrete	5,112.50
204082	7/24/2025	The Family Center	5,000.00
204083	7/24/2025	The Marbet Company	5,940.00
204084	7/24/2025	TN DEPT OF LABOR & WORKFORCE D	325.00
204085	7/24/2025	TN DEPT OF LABOR & WORKFORCE	120.00
204086	7/24/2025	TN Property Management	5,750.00
204087	7/24/2025	TRPA	210.00
204088	7/24/2025	Tyler Technologies, Inc	1,400.00
204089	7/24/2025	United Waste Haulers Of TN LLC	1,886.83
204090	7/24/2025	Unum Life Insurance Co Of Amer	3,298.41
204091	7/24/2025	Valorence, LLC	3,000.00
204092	7/24/2025	Vanderbilt University Medical Center	210.47
204093	7/24/2025	VERIZON CONNECT	351.85
204094	7/24/2025	Verizon Wireless	1,532.83
204095	7/24/2025	VERIZON WIRELESS 00028	163.75
204096	7/24/2025	Verizon Wireless 03	41.94
204097	7/24/2025	Verizon Wireless 09	88.88
204098	7/24/2025	Volkert Inc	3,796.68
204099	7/24/2025	Waynes Pest Control	340.00
204100	7/24/2025	Xylem Dewatering Solutions Inc	13,866.00
204101	7/29/2025	J R Wauford & Co Cons Eng, Inc	37,000.00
204102	7/29/2025	JUDY - ESCROW	108,528.00
204103	7/29/2025	JUDY CONSTRUCTION COMPANY	2,117,675.94
204104	7/31/2025	AARON DAHL	150.00
204105	7/31/2025	ASSOCIATION OF TN VALLEY GOVERNMENTS	336.00

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204106	7/31/2025	Atlantic Pools & Spas	3,198.25
204107	7/31/2025	Atmos Energy	230.22
204108	7/31/2025	BAR Environmental Supply, Inc.	613.00
204109	7/31/2025	Best One Tire	1,175.06
204110	7/31/2025	Better Business Solutions	272.25
204111	7/31/2025	Blue Cardinal Chemical, LLC	3,804.41
204112	7/31/2025	BRAYDEN CHRISTOPHER MATHEWS	3,978.00
204113	7/31/2025	CHARTER COMMUNICATIONS	1,099.00
204114	7/31/2025	Cintas Corporation #241	3,491.20
204115	7/31/2025	Colonial Life	6,915.01
204116	7/31/2025	Columbia Oil Company Inc	48,353.86
204117	7/31/2025	COLUMBIA POWER & WATER SYSTEMS	9,682.67
204118	7/31/2025	COLUMBIA POWER & WATER SYSTEMS	1,820.40
204119	7/31/2025	COLUMBIA POWER & WATER SYSTEMS	1,012.68
204120	7/31/2025	COLUMBIA POWER & WATER SYSTEMS	54.37
204121	7/31/2025	COLUMBIA STATE COMMUNITY COLLEGE	150.00
204122	7/31/2025	Convergent Technologies	21,700.00
204123	7/31/2025	Copycats Print Services Llc	38.50
204124	7/31/2025	CUMBERLAND VALLEY CONSTRUCTORS, INC	223,408.65
204125	7/31/2025	David's Lock & Key Inc	515.47
204126	7/31/2025	Dell Marketing L P	1,997.28
204127	7/31/2025	Duck River Electric	269.04
204128	7/31/2025	Firstnet Services Provided By AT&T Mobility	2,693.05
204129	7/31/2025	Freedom Hill Land Management	535.00
204130	7/31/2025	Gresham Smith & Partners	27,320.27
204131	7/31/2025	HAWKINS & PRICE, LLC	149,953.21
204132	7/31/2025	Hawkins, Inc.	5,512.44
204133	7/31/2025	Impressions	123.60
204134	7/31/2025	IRONSMITH FIRE, LLC	7,520.00
204135	7/31/2025	K & K SAFETY	389.64
204136	7/31/2025	Kennedy Broadcasting Company	300.00
204137	7/31/2025	Kimley-Horn & Associates, Inc	300.00
204138	7/31/2025	Knighthorst Shredding, LLC	201.25
204139	7/31/2025	KNOWBE4, INC	4,081.50
204140	7/31/2025	Lee Company	1,097.63
204141	7/31/2025	Local Government Corporation	65,926.00
204142	7/31/2025	MAIN STREET MEDIA OF TN	880.24
204143	7/31/2025	Maury Co Animal Shelter	55,000.00
204144	7/31/2025	Maury County 911	30,236.64
204145	7/31/2025	Mid South Recreation	3,495.00
204146	7/31/2025	MID-SOUTH ELECTRIC INC	1,260.00
204147	7/31/2025	Morgan Brothers Electric Inc	400.00
204148	7/31/2025	MSD Environmental Services, Inc	13,500.00

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204149	7/31/2025	Preventia Security	1,334.00
204150	7/31/2025	Randolph Electronics	442.08
204151	7/31/2025	Safe Industries	7,953.00
204152	7/31/2025	South Central Tennessee Tourism Association	2,500.00
204153	7/31/2025	Southern Software Inc	2,285.00
204154	7/31/2025	SRM Concrete	1,649.50
204155	7/31/2025	Summit Uniforms	150.00
204156	7/31/2025	TN Bureau Of Investigation	1,120.00
204157	7/31/2025	TN DEPT OF LABOR & WORKFORCE D	270.00
204158	7/31/2025	Turner & Osborne Tire Co	53.80
204159	7/31/2025	Tyler Technologies, Inc	700.00
204160	7/31/2025	United Waste Haulers Of TN LLC	891.30
204161	7/31/2025	Verizon	3,468.36
204162	7/31/2025	Verizon Wireless 01	138.51
204163	7/31/2025	Verizon Wireless 04	3,155.09
204164	7/31/2025	Verizon Wireless 05	961.90
204165	7/31/2025	Verizon Wireless 07	1,174.28
204166	7/31/2025	Verizon Wireless 10	858.84
204167	7/31/2025	Wastequip Manufacturing Co LLC	39,475.02
204168	7/31/2025	Water Management Services LLC	2,410.00
204169	7/31/2025	Waypoint Analytical, LLC	395.00
204170	7/31/2025	WM CORPORATE SERVICES, INC	60,162.44

GENERAL

Total Purchase Cards:	\$	139,145.32
Total Payroll Transfers:	\$	1,730,625.64
Total Misc. Transfers:	\$	1,471,060.77
Total Checks:	\$	<u>1,619,554.99</u>
Total:	\$	4,960,386.72

STATE STREET AID

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	1,500,000.00
Total Checks:	\$	<u>33,672.56</u>
Total:	\$	1,533,672.56

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SANITATION

Total Purchase Cards:	\$ -
Total Payroll Transfers:	\$ 95,394.13
Total Misc. Transfers:	\$ 391,027.18
Total Checks:	<u>\$ 386,357.81</u>
Total:	\$ 872,779.12

WASTEWATER

Total Purchase Cards:	\$ -
Total Payroll Transfers:	\$ 204,471.43
Total Misc. Transfers:	\$ 19,992.76
Total Checks:	<u>\$ 6,754,306.63</u>
Total:	\$ 6,978,770.82

DRUG

Total Purchase Cards:	\$ -
Total Checks:	<u>\$ 7,626.40</u>
Total:	\$ 7,626.40

INSURANCE

Total Misc. Transfers:	\$ 209,101.73
Total Checks:	<u>\$ 164,862.43</u>
Total:	\$ 373,964.16

CAPITAL PROJECTS

Total Purchase Cards:	\$ -
Total Misc. Transfers:	\$ 450,000.00
Total Checks:	<u>\$ 119,106.40</u>
Total:	\$ 569,106.40

GRANT

Total Purchase Cards:	\$ -
Total Misc. Transfers:	\$ -
Total Checks:	<u>\$ 27,620.27</u>
Total:	\$ 27,620.27

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IDB

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>30,026.25</u>
Total:	\$	30,026.25



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kim Dale, Assistant City Recorder, kdale@columbiatn.gov, 931-560-1579

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CTIY OF COLUMBIA AND PAYMENTECH LLC.

RECOMMENDATION: Approve.

INFORMATION: This agreement approves Paymentech LLC in partnership with JPMorgan Chase Bank, N.A. to provide merchant services (credit cards) processing and electronic check (e-checks) processing for the City of Columbia. This credit card merchant service will be used with the Tyler Technology ERP Cashiering module for accepting credit card and e-checks for online payments as well as credit card payments made in person.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report; Merchant Attestation



J.P.Morgan

Merchant Attestation

The undersigned merchant ("Merchant") hereby enters into an agreement with Paymentech, LLC ("Paymentech"), for itself and on behalf of JPMorgan Chase Bank, N.A. a national banking association ("Chase"), for merchant services processing on the terms and conditions set forth in the Terms and Conditions for Merchant Services Processing (the "Agreement") and the Electronic Check Processing Addendum (the "ECP Addendum"), each of which has been received by the Merchant. In connection with the Agreement, Merchant is providing Paymentech and Chase with certain information required by Paymentech and Chase about Merchant's identity, business, financial condition and ownership (the "Account Opening Documentation").

Merchant hereby agrees to the terms and conditions of the Agreement and the ECP Addendum (if Merchant is using this service), and represents and warrants that the application, Account Opening Documentation and other documentation that have been or will be provided to Paymentech and Chase are true and correct.

In addition, I, the undersigned, individually and on behalf of Merchant, certify, represent and warrant that:

- (a) I am an owner, officer, partner or other authorized representative of Merchant, duly authorized to:
 - enter into legally binding agreements on behalf of Merchant;
 - execute and submit this document on behalf of Merchant;
 - provide all information contained herein (including, as applicable, banking or financial information, and personal information relating to owners, officers, partners or Merchant contacts), on behalf of Merchant.
- (b) All information contained within this document or submitted in connection herewith is true, complete and not misleading.
- (c) To the extent any bank account information is being provided in connection with this document, Merchant owns such bank account, and such account is being maintained solely for business purposes and not for personal, family, or household purposes.
- (d) Paymentech and Chase may:
 - investigate and verify the credit and financial information of Merchant, and
 - obtain credit reports on Merchant from time to time in connection with establishing Merchant's account and maintain the agreement.

Agreed and Accepted by:

City of Columbia

MERCHANT LEGAL NAME

700 North Garden St, Columbia, TN 38401

Legal Address

By (authorized signature)

Charles (Chaz) M. Molder, Mayor

By, Name, Title

7/16/2025

Date

Approved as to Legal Form:

Jake Hubbell, City Attorney



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**ELECTRONIC CHECK PROCESSING ADDENDUM TO
TERMS AND CONDITIONS
FOR
MERCHANT PROCESSING**

This Electronic Check Processing Addendum (the "**ECP Addendum**") supplements and attaches to the Terms and Conditions for Merchant Services Processing, as may have been amended or supplemented from time to time (the "**Agreement**"), between Paymentech, LLC ("**Paymentech**"), for itself and on behalf of JPMorgan Chase Bank, N.A. a national banking association ("**Chase**"), and the merchant(s) whose signature appears on the Merchant Attestation ("**Merchant**"). Except as otherwise defined herein, capitalized terms used herein shall have the meaning assigned to them in the Agreement. To the extent that any conflict or inconsistency exists between the terms of this ECP Addendum and the Agreement, the terms of this ECP Addendum will control.

This ECP Addendum sets forth additional terms and conditions for the processing of ECP transactions and your receipt of ECP and related Services (as defined below).

WHEREAS, Merchant desires to honor ECP transactions, including but not limited to, ARC, CCD, POP, PPDTEL, and WEB and Facsimile Draft transactions (all as defined below) in connection with the sale of goods or services to Merchant's customers, and to submit Sales Data and ECP Returns representing such transactions to Paymentech for processing; accordingly, the parties agree to the following; and;

WHEREAS, in connection with such ECP Transactions, Merchant wishes to initiate debit and credit entries by means of the Automated Clearing House network pursuant to the terms of this agreement and the rules of the National Automated Clearing House Association ("**NACHA**"), and Paymentech is willing to act as the third party sender with respect to such entries.

WHEREAS, Merchant acknowledges having or having access to a copy of the NACHA operating rules and guidelines, including any amendments or other changes thereto (the "**NACHA Rules**"). The NACHA Rules may be purchased at www.nacha.org under the publications tab.:

1. DEFINITIONS. The following terms, when used in this ECP Addendum, shall have the meanings hereinafter set forth:

ACH is an electronic debit or credit to or from Merchant's Settlement Account as authorized by this ECP Addendum or the Agreement; or an electronic debit or credit to a consumer's bank account as authorized by an agreement between the Merchant and the Customer which represents a sale or lease of goods, services or both to the consumer.

ARC (Account Receivable) is a Single Entry ACH debit initiated by an Originator to the account of a Receiver based on an eligible source document provided to the Originator by the Receiver (check writer) (1) via the U.S. mail or delivery service, (2) at a dropbox location, or (3) in person for payment of a bill at a manned location.

Authorization means, with respect to an ECP transaction, the authorization of all entries to a Customer's account given by the Customer to Merchant. The Authorization must be obtained by Merchant in a manner and form consistent with applicable laws and regulations pertaining to consumer authorizations and applicable NACHA Rules, the Electronic Fund Transfer Act of 1978 and Federal Reserve Regulation E, as each has been amended from time to time, and, where required thereby, must be in writing or similarly authenticated by the consumer. Authorization is required for all ECP and ACH transactions, both recurring and non-recurring. The authorization must be readily identified as an ACH debit authorization and must clearly and conspicuously state its terms for an ACH transaction. The authorization for a Facsimile Draft must be readily identifiable as a Facsimile Draft authorization.

CCD (Corporate Credit or Debit) is a debit or credit entry used to facilitate business-to-business (B2B) ACH payments.

Customer shall have the meaning of your customer as referenced in the Agreement, but shall also include any account holder that provides Authorization to debit or credit the Customer's account in connection with the sale of goods, services or products provided by Merchant, whether an individual or business entity.

ECP means electronic check processing (sometimes referred to as eCheck) which are ACH or Facsimile Draft transactions sent by Merchant to Paymentech for the purposes of debiting or crediting Customer bank accounts.

ECP Return is the reversal of an amount for which Merchant has previously presented as an ECP transaction, as the result of (i) a Notification of Change or (ii) initiated by the consumer's bank at the request of the consumer or may be caused due to invalid account data, insufficient funds at the receiving institution or (iii) any reason allowed by Federal Reserve Regulations or NACHA Rules pertaining to the ACH system.

Facsimile Draft means a remotely created check as defined in Federal Regulation CC and is generated from Sales Data created by Paymentech upon request from Merchant when the transit/routing number has been identified as ineligible for ACH processing.

User Guide means any documentation or guide provided by Paymentech to Merchant relating to ECP transactions and Paymentech's technical and other requirements Merchant must comply with to enable processing of the ECP transactions hereunder, which may be amended from time to time by Paymentech.

NACHA means the National Automated Clearing House Association which is an organization that establishes and controls the Rules under which financial institutions may process ACH transactions.



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Notification of Change is a non-dollar transaction sent to Paymentech by the receiving financial institution which advises that the data contained in the original ECP transaction was either incorrect or has been changed. The Notification of Change provides the corrected data to enable the processing of the corrected ECP transaction.

POP (Point of Purchase) means an ACH single entry debit that has been converted from a Customer's check provided at the point-of-purchase.

PPD (Prearranged Payment and Deposit) is a credit or debit ACH entry originated by an organization to a consumer's account, based on standing or single-entry authorization from that consumer. PPD entries can be used for both recurring and non-recurring payments,

Prenote means a zero dollar transaction sent through the ACH network by Paymentech at the request of a Merchant to a Customer's bank for the purpose of verifying the accuracy of the Customer's account data. It has the same information (with the exception of the dollar amount and transaction code) that will be carried on subsequent entries. Prenotes are optional to the Merchant and Merchant shall be charged for such service in accordance with the ECP Pricing Schedule to the Agreement, attached hereto. Merchant must wait three (3) Business Days prior to processing a sales transaction after the settlement date of the Prenote.

Regulation E is drafted by the Board of Governors of the Federal Reserve System and implements the Electronic Fund Transfer Act (15 U.S.C. § 1693 *et seq.*).

Sales Data means, in connection with an ECP transaction, all documents or data presented to Paymentech as evidence of a sale or lease of goods, services or both (as represented on your Application) to a Customer or any refund or price adjustment made through the use of an ECP transaction, and references in the Agreement to "Transaction data" as referenced therein shall apply in equal measure, in connection with an ECP transaction, to Sales Data as defined in this ECP Addendum.

TEL (Telephone) initiated Entries are consumer debit transactions. The Nacha Operating Rules permit TEL entries when the Originator obtains the Receiver's authorization for the debit entry orally via the telephone.

Transaction shall have the meaning set forth in the Agreement, but shall include any ECP transaction.

Validation is the automatic process by which Paymentech determines if the Sales Data, Refund or Prenote presented are capable of being processed through the Federal Reserve System.

WEB (Internet Initiated/Mobile Entries) are debit entries initiated pursuant to an authorization that is obtained from the account holder via the Internet or a wireless network.

2. **APPLICABILITY OF MERCHANT AGREEMENT.** Unless otherwise indicated in this ECP Addendum, capitalized terms in this ECP Addendum have the meanings set forth in the Agreement. The terms and conditions of this ECP Addendum apply to all ECP transactions processed pursuant to this ECP Addendum. Unless expressly contradicted by this ECP Addendum, all terms of the Agreement shall also apply to the processing of ECP transactions. Without in any way limiting the generality of the foregoing, (i) all of Paymentech's rights and remedies under the Agreement with respect to Transactions (including in certain instances the right to terminate the Agreement, suspend payment of funds, or require the maintenance of a Reserve Account) shall apply in equal measure to ECP transactions, (ii) all provisions of the Agreement relating to Chargebacks (including all of Paymentech's rights and remedies, and all of Merchant's liabilities, obligations and duties with respect thereto) shall also apply to all ECP Returns.

3. **PROCESSING AND PAYMENT.**

3.1 Merchant hereby agrees to present its ECP transactions for processing during the term of the Agreement to Paymentech and to pay Paymentech all fees as set forth in the Pricing Schedule to the Agreement or this ECP Addendum, or as otherwise set forth in this Agreement, all in accordance with the terms set forth and our other specifications, codes and requirements as set forth in this ECP Addendum and the User Guide or otherwise provided to you. Paymentech may change these fees from time to time by giving notice of the change to you. Paymentech agrees to process all transactions conditionally upon Merchant's payment of fees and compliance with the terms of this ECP Addendum.

- 3.2 Merchant shall present Sales Data for ECP transactions to Paymentech in the manner and within the time specified in the Agreement. All such presented transactions must be supported by a previously obtained Authorization, if required, from the Customer. Sales Data shall be presented in a manner and format acceptable to Paymentech. Paymentech shall deliver to a participant in the Federal Reserve System data representing such Sales Data that pass the Validation process in a timely manner allowing for the initiation of an ECP transaction to the Customer's bank account. Paymentech shall not process any ECP transaction that does not pass the Validation. Paymentech shall report to Chase those ECP transactions that fail the Validation process and Merchant hereby authorizes such reporting by Paymentech.



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4. VALIDATION.

- 4.1 All ECP transactions and Prenotes transmitted to Paymentech for processing must go through Paymentech's internal Validation process. ECP transactions that cannot be Validated using this process will not be processed by Paymentech. Paymentech shall exercise reasonable efforts to provide accurate and reliable Validation information; however, Paymentech does not guarantee the accuracy or availability of that information. There is no financial recourse or payment provided for any checks or ECP transactions that are later returned regardless of whether Validation was received by Merchant.
- 4.2 Merchant acknowledges that the Validation services provide information as to the likelihood that an ECP transaction may be returned. While the Validation services may be useful in reducing overall returns of ECP transactions, such services cannot reasonably be expected to accurately identify or detect every particular instance of a possible ECP return. Merchant acknowledges and agrees that obtaining a Validation response does not constitute a representation or warranty from Paymentech or its supplier(s) that a particular transaction is: (a) entered into by the actual authorized account holder; or (b) enforceable against the actual authorized account holder. Paymentech shall have no liability to Merchant for any losses or chargebacks. Furthermore, Merchant acknowledges that neither Paymentech, its suppliers, nor any of their respective affiliates, agents, representatives, suppliers, service providers, licensors, contractors or subcontractors shall be responsible in any way for any losses or damages arising from or as a result of any ECP transaction, or any ACH Return.
- 4.3 If the Validation service is ever inoperative, Merchant's sole and exclusive remedy is the retransmission of Sales Data when the services are operational again. THE VALIDATION SERVICE IS PROVIDED "AS IS" AND PAYMENTECH DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, PERFORMANCE, CONTINUOUS USE OR ERROR-FREE OPERATION. Under no circumstances shall Paymentech be liable for any losses or costs whatsoever caused, directly or indirectly, in whole or in part, by: (i) Merchant or its agents; (ii) a third party; or (iii) incorrect or incomplete Sales Data.

5. MERCHANT OBLIGATIONS AND AGREEMENTS.

- 5.1 Merchant agrees to be bound by and subject to the NACHA Rules, and to comply therewith. Merchant shall not, through act or omission, cause Paymentech to violate the NACHA Rules. In addition, Merchant shall comply with all applicable laws, rules and regulations governing electronic check processing, check conversion and/or the initiation of electronic debit entries (whether by ACH, Facsimile Draft, or otherwise), including, but not limited to, Electronic Funds Transfer Act of 1978, Regulation E, the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act as enacted in any state, and all Federal Reserve, Consumer Financial Protection Bureau and Federal Trade Commission regulations or requirements (including those relating to partial payment transactions originated via ECP transactions). Merchant agrees not to initiate any ECP transaction or take any action that violates any applicable NACHA Rule or applicable law, rule or regulation. Merchant agrees to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by NACHA (or other applicable network) on Merchant, Paymentech, or the originating depository financial institution utilized by Paymentech in connection with the processing of ECP transactions (the "ODFT"), as a result of your actions, omissions, or ECP transactions or ECP Returns, including without limitation, your failure to comply with the NACHA Rules (or other applicable network's rules). Merchant agrees to fully indemnify and hold Paymentech harmless from any losses, costs (including attorney's fees), fines, fees resulting from any Merchant noncompliance with the NACHA Rules or any applicable laws. Paymentech specifically disclaims all liability and responsibility for Merchant's assessment of any service charges on dishonored checks.
- 5.2 Merchant shall obtain the appropriate consumer's Authorization prior to the initiation of any ECP transaction for such transaction and the authority to provide Customer information, including bank account information to Paymentech and, if applicable, any supplier utilized by Merchant or Paymentech as necessary to perform the services under this ECP Addendum. It shall be the sole responsibility of the Merchant to maintain on file all such Authorizations. Merchant shall provide Paymentech, upon request, evidence of Authorizations for which Merchant has presented ECP transactions. Merchant agrees to maintain on file and make available to Paymentech evidence of compliance with all regulations pertaining to Authorizations for a period of two years from the termination or revocation of the Authorization. The provisions of this Section shall survive the termination of this ECP Addendum and the Agreement.
- 5.3 Merchant warrants that content of the Sales Data for each ECP and Facsimile Draft transaction is accurate, including the amount of the transaction, the account number and the financial institution's ABA number, and that the entry is timely.
- 5.4 Merchant will not reinitiate transactions that have not passed the Validation. Merchant also agrees not to reinitiate a transaction that has been returned to them for any other reason of return that is not allowed to be reinitiated to the Consumer as per NACHA Rules. In the event that Merchant receives a ECP Return Reason Code for R01 Insufficient Funds and/or R09 Uncollected Funds, Merchant agrees it shall not reinitiate the transaction to the Consumer more than the two times currently allowed by NACHA or as NACHA may permit in the future.
- 5.5 Merchant warrants to Paymentech, with respect to each Facsimile Draft, that the person on whose account the Facsimile Draft was drawn authorized the issuance of such Facsimile Draft for the amount and to the payee stated on the Facsimile Draft. Merchant authorizes Paymentech to debit Merchant's account for any claim or ECP Return based upon an unauthorized Facsimile Draft and Merchant agrees to indemnify and hold Paymentech harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly from any breach of the foregoing warranty.



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- 5.6 Merchant represents and warrants that: (i) each ECP transaction it originates will comply with all applicable laws and NACHA Rules; (ii) Merchant will not originate any ECP transaction as a third party sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ECP transaction through Merchant's account under this Agreement; (iii) all ECP transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) Merchant will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of a debit or credit to a Customer's account, and will make copies thereof available to Paymentech upon request; and (v) Merchant hereby makes to Paymentech, and certifies compliance with, all warranties that Paymentech or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ECP Transaction that Merchant originates.
- 5.7 Any credit made to Merchant's Customer's account as a result of an ECP transaction originated by Merchant (e.g., an issuance of a refund) is provisional until the Customer's receiving depository financial institution (the "RDFI", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from the Customer, and the Customer will not be deemed to have been paid by Merchant.
6. **CONFIDENTIALITY.**
- 6.1 Merchant shall treat all information that comes to its attention in connection with this ECP Addendum, including, but not limited to, information concerning Checks, ECP transactions, Customer's and Customer's accounts, as strictly confidential ("Confidential Information"). Merchant will prevent disclosure of Confidential Information, other than to agents and contractors for the purpose of assisting Merchant in completing an ECP transaction or as specifically required by law. You hereby authorize Paymentech to provide Merchant information to any supplier utilized by Merchant or Paymentech as necessary to perform the services under this ECP Addendum. Each party will store all media containing Customer account numbers and other account information, including, without limitation, all Sales Data and Authorizations, and transaction agreements in an area limited to selected personnel and prior to either party discarding any material containing account information, the party will destroy it in a manner rendering all account numbers and other account information unreadable. If at any time either party determines that Confidential Information has been compromised, such party will notify the other party immediately and assist in providing notification to the proper parties as we deem necessary. The provisions of this Section shall survive the termination of this ECP Addendum and the Agreement.
7. **Termination.** Except as provided otherwise herein, this ECP Addendum shall remain in effect for so long as the Agreement remains in effect. In the event the Agreement shall terminate or expire for any reason, this ECP Addendum and Paymentech's obligation to provide the services relating to ECP transactions shall also terminate. Notwithstanding the foregoing, Merchant acknowledges that Paymentech may terminate this ECP Addendum and its provision of services hereunder at any time (i) upon thirty (30) days prior written notice to Merchant.
8. **CONTINUED EFFECT.** Unless otherwise amended by the terms of this ECP Addendum, the terms of the Agreement shall continue in full force and effect.



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TERMS AND CONDITIONS

Merchant Services Processing



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1 Scope, purpose and interpretation of these Terms and Conditions

1.1

Understanding these Terms and Conditions and Your Agreement

- a) These Terms and Conditions govern the Services and are effective on the date you sign your Application and are subject to our approval of you as a customer consistent with our credit underwriting policies and procedures.
- b) These Terms and Conditions and the other JPMC Documents form the Agreement and represent the entire understanding between the Parties and replace any previous relevant agreements for the Services.
- c) By using the Services you agree to all terms of the Agreement.
- d) The Agreement shall continue until it is terminated by you or us.
- e) You will use the Services for business purposes only and not for personal or consumer purposes.
- f) You agree that the Agreement governs any use of the Services that may have occurred before the Agreement became effective.
- g) You agree that in entering this Agreement you have not relied on statements or representations we have made.

1.2

Interpreting this Agreement

- a) Capitalized terms are defined throughout and at the end of this Agreement.
- b) If there is an inconsistency between this Agreement and any JPMC Document, the terms of this Agreement will prevail.
- c) In each JPMC Document:
 - section headings are for convenience only and do not affect its meaning
 - "include" or "including" means "including without limitation"
 - "can" and "may" have the same meaning and allow a Party to take, or not take, any action in its discretion
 - "will", "shall" and "must" have the same meaning and require a Party to take, or not take an action
 - a reference to a document includes all changes, amendments, schedules, exhibits, and supplements to it, and
 - a word has the same meaning in both its singular and plural forms.
- d) If this Agreement permits us to make a decision, give consent or approve anything, it will be at our discretion, in good faith and conclusive.

1.3

Changes to the Agreement

- a) We can change this Agreement, including suspending or discontinuing any service, by giving you notice and any change is effective from the date indicated on our notice. We will try, but are not required, to give you 30 days' notice before the effective date of any change in a Fee.
- b) When we give you notice of a change to this Agreement and you continue to use the Services, you accept such change from the date it takes effect.
- c) We can also notify you about any feature we add, delete or modify. If you use our new or modified features, you agree to any related requirements we tell you about.
- d) Our failure to exercise or delay exercising a right under the JPMC Documents is neither a waiver of any right nor does it preclude us from further exercise of any right. Any waiver by us is not effective unless it is signed by us.

2 Use of the Services

2.1

Exclusivity

- a) You agree that for all transactions that originate in the U.S.:
 - we will be your exclusive provider of payment processing services, and
 - you will submit all such transactions to us for processing.

2.2 Complying with Card Network Rules and Chase Requirements

- a) The Card Network Rules:
 - are generally available directly from the Card Networks, and
 - govern the Services and your acceptance of Cards.
- b) You agree:
 - to comply with all Card Network Rules, including the Chase Requirements applicable to your Chase Transactions, applicable Legal Requirements and the Security Standards
 - not to cause us to violate the Card Network Rules or Security Standards, and
 - to reimburse us for all Card Network Liabilities.
- c) A Card Network may require, and you will fully cooperate with:
 - an investigation, review, audit, or inspection of your business (including your premises), directly or through us or an agent, to ensure you are complying with the Card Network Rules and Security Standards, and/or
 - the engagement of a forensic investigator approved by the Card Network to investigate any known or suspected Security Breach affecting you, your Systems or your Merchant Service Providers.

2.3 User Guides

- a) You will comply with our user guides related to the Services.

2.4 Authorizing Transactions

- a) Each Transaction must have a valid authorization code.
- b) The authorization code is not a representation from us, a Card Network, or any card-issuing bank that a Transaction:
 - is valid or undisputed, or
 - will not be subject to Chargeback.
- c) You will not originate any Transaction that violates a Legal Requirement or the Card Network Rules.
- d) We are not obligated to process a Transaction or follow an Instruction if we have a good faith reason to deny it, such as suspected fraud.

2.5 Transmitting Transaction data

- a) We will transmit your Transaction data to the applicable Card Network. If a Transaction involves an Eligible Chase Card, we will process it directly as a Chase Transaction.

2.6 Your Settlement Account

- a) You will designate in Proper Form, and maintain, one or more Settlement Accounts to receive settlement funds.
- b) We will fund your Settlement Account for the amount of your Transactions minus all Fees. We will have no responsibility for any settlement of Transactions involving Card Networks that settle funds directly to you.
- c) You authorize us to initiate ACH, wire transfer, or other electronic credit and debit entries to your Settlement Account for amounts owed by or to you under this Agreement, regardless of the source of the account's funds.
- d) Your Settlement Account will remain open while we provide you with our Services and for at least 180 days afterwards (or longer as we may request). During this time you will:
 - ensure that we are permitted to initiate debit and credit entries to or from the Settlement Account
 - not do anything that would prevent us from debiting or crediting a Settlement Account, including closing the Account, revoking our authority to debit the account, or imposing a debit block without giving us at least ten business days' notice and designating a new Settlement Account for our use, and
 - ensure the Settlement Account is used for business purposes only, and not for personal or consumer purposes.

2.7 Accepting equipment

- a) If we sell or otherwise provide you with terminals or other equipment:
 - we are the equipment reseller, and not the manufacturer
 - we will give you pricing and any additional terms (including any manufacturer's warranty) before purchase, and
 - by accepting the equipment, you agree to any related additional terms.

**2.9
American Express
(AMEX) OptBlue**

- a) If you want to participate in the American Express OptBlue Program then you must comply with the requirements set forth in **Exhibit 1** to this Agreement. Capitalized terms not otherwise defined in Exhibit 1 shall have the meaning set forth in this Agreement.

**2.10
Transaction restrictions**

- a) You will not submit any Transaction that:
- originates from a business or store location outside of the U.S.
 - you know or should know is illegal, fraudulent, not authorized by the customer or is authorized by a customer colluding with you to commit a fraud, or
 - could damage the Card Network's goodwill or reputation.
- b) Unless indicated on your Application, you will not submit any Transaction representing an installment sale, a full or partial pre-payment, a deferred payment plan charge, or a recurring billing transaction, or otherwise submit any Transaction until all goods or services are shipped or provided.
- c) You will give us at least 30 days' notice of:
- significant changes to your business, products or services, or
 - any increase in the average time between taking payment and the shipment or delivery of the goods or services which that payment relates to (where we have previously approved you accepting advance payment).
- d) Except as the Card Network Rules allow, you will not give a customer cash as part of a Transaction, including when they are redeeming a prepaid Card.
- e) At every point of interaction, you will clearly and explicitly tell your customer who you are, and distinguish yourself from any third party such as a third-party merchant or your supplier.
- f) You will not sell, buy, give, exchange or otherwise disclose Card Information or any materials including Card Information to anyone other than us, a Card Network, or for a valid request from a Government Authority.

3 Fees, Chargebacks, Refunds and Reserves

**3.1
Paying Fees and other
amounts due**

- a) You will pay all Fees in full and consistent with the JPMC Documents without set-off or counterclaim. We can debit Fees from your Settlement Account without notifying you regardless of whether we previously provided you with invoices for Fees.
- b) You will pay or reimburse us for our reasonable attorney fees and other costs in connection with any Claims or disputes under this Agreement.
- c) Our Fee Schedule, or any invoice that we provide to you, is the official record of Fees you owe us. If there is a discrepancy between the Fee Schedule and another JPMC Document, we will determine which amount is correct.
- d) In addition to any Fees you pay us, we may also receive commissions, rebates, interchange or other compensation from third parties related to any Service.
- e) The Fees may be adjusted to reflect (i) increases by Card Networks in interchange, assessments, (ii) other Card Network fees, additional fees imposed by the Card Networks, or (iii) increases in third party fees identified in this Agreement or in the JPMC Documents. You will pay all such adjusted fees and each such adjustment shall become effective on the date the fee is implemented by the Card Network or third party provider.
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- f) To recover Fees, Chargebacks, Reserves, Card Network Liabilities, and other amounts you owe under this Agreement, we can:
- withhold some or all of your settlement funds (or any other funds that would otherwise be payable to you), and apply them against amounts due
 - debit your Settlement Account
 - receive prompt payment within five business days after our request
 - apply the amount of any Reserve, or
 - collect them in any other manner allowed under this Agreement.
- g) At our option, we may also recover amounts due and payable you owe us or any of our Affiliates, whether under this Agreement or otherwise, by withholding and applying settlement funds, debiting your Settlement Account, receiving payment from you, applying the amount of any Reserve or collecting in any other manner as provided above.

3.2
Chargebacks and Refunds

- a) You are responsible for all Chargebacks assessed to us under Card Network Rules, except where a Chargeback:
- is reversed in your favor, in which case we will refund the amount, or
 - results from a consumer-initiated, fraudulent Transaction using a lost or stolen mobile device or Card, unless you were involved in that fraud.
- b) You are responsible for all Refunds submitted for processing, including ones third parties submit using your credentials without your authorization.

3.3
Holding a Reserve

- a) We can require a Reserve to protect us against the risks from you using the Service, including Chargebacks, Refunds and Card Network Liabilities or to protect our ability to collect and recover amounts you owe us as described above.
- b) We will notify you of the amount of any required Reserve, which we will determine in good faith.
- c) We will hold and control any required Reserve.
- d) The Reserve will not bear interest, and we can commingle the Reserve with other funds.
- e) You have no interest in any Reserve other than a contingent right to receive any unused funds.
- f) We may periodically:
- increase your required Reserve, or
 - return Reserve funds we no longer need to manage your risk.
- g) When we decide that we no longer need a Reserve, we will return all unused Reserve funds to you.
- h) Our right to require a Reserve will survive termination of this Agreement. This means that this section will remain in force even if you or we terminate the Agreement.

4 Statements

4.1
Making Statements available

- a) Statements provided electronically are available for you to examine when we:
- make it available online, or
 - send notification of its availability.
- b) We are not responsible for:
- you relying on balance, Transaction or related information that is updated or corrected, or
 - the accuracy or timeliness of information supplied to us by any third party.
- c) You agree that our Statements are sufficient for you to inspect and review activity and to identify errors and unauthorized or altered Transactions.

4.2
Missing Statements,

- a) You will promptly:
- examine your entire Statement once it is available, and
 - notify us if you cannot access your Statement.

errors and timeliness of Claims

- b) You will promptly, and no later than 60 calendar days after the Statement date, reconcile your Statement with your Settlement Account bank statements from the same period, and notify us of any:
- unauthorized Transactions, including any claims of such activity or requested adjustments
 - alterations, errors, discrepancies and irregularities, or
 - discrepancies you identify when reconciling with your settlement or other accounts.
- c) If you do not act in the timeframes above, you agree that you cannot:
- assert you exercised reasonable care and promptness in reviewing your Statement and identifying errors
 - be reimbursed for a Claim refused as a result, and
 - make a Claim or otherwise act against us for a subsequent loss that was preventable or caused by the same wrongdoer's repeated act.

5 Confidential Information, Use of Data and Publicity**5.1
Keeping information confidential**

- a) Each Party will keep all Confidential Information confidential by taking the same reasonable care to prevent unauthorized disclosure as it does for its own Confidential Information.
- b) You agree that:
- when you use our Services, you may receive Confidential Information that is solely our property or that of our licensors
 - you will keep all Confidential Information in confidence and disclose it only to a Person who needs to access it for their duties related to the Services, and
 - you will not disclose the terms of this Agreement, the amount of the Fees or the contents of any JPMC Documents other than as required by Legal Requirements or Card Network Rules.
- c) These obligations do not apply to information that:
- is now, or later becomes, available to the public, through no action (or inaction) of a Party in violation of this Agreement
 - is disclosed consistent with a Legal Requirement or the Card Network Rules, or to defend or prosecute a claim or legal proceeding
 - is obtained from a third party if the receiving Party is not aware that third party was required to keep it confidential
 - the disclosing Party agrees can be shared
 - the receiving Party independently develops without using the Confidential Information, or
 - a Government Authority requests.

**5.2
Permitted disclosures and uses**

- a) We and our Related Persons can disclose your Confidential Information to:
- any of our Related Persons and their officers, directors, employees, agents, attorneys, auditors, consultants and other banks
 - proposed assignees and your agents, attorneys, auditors and consultants
 - a Referral Partner
 - tax authorities (this may include your name and account number), and
 - other third parties if the Confidential Information is aggregated or does not directly identify you or your vendors or suppliers.
- b) We and our Related Persons can use and disclose your Confidential Information:
- to offer, provide, maintain or service the Services
 - to comply with Legal Requirements or the Card Network Rules
 - to prevent, investigate or reduce fraud, and for risk management and operational purposes
 - to market or sell JPMC products or services to you and your Related Persons
 - to analyze, summarize and compile Transaction and other data for business purposes, research, strategic planning, product and service development and promotion, and

- if allowed by another JPMC Document.

c) We can transfer your information to any Affiliate branch or unit, including subsidiaries in other countries where we or our Affiliate does business or has a Service Provider. Some of these jurisdictions may not provide the same level of protection for your information as the laws where you are based.

5.3

Publicity

a) We reserve the right to identify you as a client/customer on our website and/or in public statements or marketing materials, and may use your name and logo in connection therewith. From time to time, we may also request your participation and cooperation in case studies, surveys, client testimonials, promotions, events or conferences, or other collaborative marketing activities. You agree to consider such requests in good faith, but such activities and the use of your name or logos in connection with such activities shall remain subject to your prior written approval. Except as set forth above, neither Party shall make press releases or similar public statements regarding the business relationship that is the subject of this Agreement without the other Party's prior written permission.

6 System and Information Security

6.1

Your Systems and transmitting data

- a) You, and each of your Authorized Persons, are responsible for installing, maintaining and protecting your Systems, no matter who owns them, including:
- keeping data transmitted through your Systems secure and applying Software updates
 - complying with all data and system security Legal Requirements (and any of our related policies and procedures that we have made you aware of)
 - applying reasonable security standards that evolve to address changes in technology and cybersecurity, and
 - defending your Systems against outside threats, unauthorized access and data loss.
- b) We can rely on data received from you or on your behalf and we are not liable or responsible for the authenticity, accuracy, corruption, disappearance, theft or damage of, or tampering with, your data, including all Transaction data transmissions, except as provided by Legal Requirements or Card Network Rules.
- c) We are not responsible for your Systems, including:
- their errors, malfunctions, failures or compatibility with our systems
 - notifying you about upgrades, fixes or enhancements, or
 - giving you technical or other support.
- d) You will confirm with your advisers that your Systems and the Internet are suitable for the Services.
- e) You accept all operating, performance and security risks in using your Systems and an open network.

6.2

Your Internet security

- a) You agree that using an open network such as the Internet has security, corruption, transmission error and access availability risks.
- b) You will regularly assess and update your Internet security, including your browser, encryption, anti-virus, anti-spyware and Internet security software.
- c) You agree that having malware on your computers (including keystroke-logger malware) means you:
- have not maintained proper functioning and security of your Systems
 - will be liable for any related Claim, and
 - will be precluded from making a Claim against us relating to that malware.

6.3

Protecting against cyberfraud

- a) You agree that we are not:
- your cybersecurity consultant or adviser, or
 - liable for any Claim you incur based on cyber information we do or do not give you.

6.4 Using an approved Security Protocol	a) You must use any Security Protocol we issue or approve when using the Internet or other electronic means to: • access account or Transaction information • issue an Instruction, or • originate a Transaction. b) You agree that when any Security Protocol is used, you are responsible for its use and safekeeping and we can enforce an Instruction we have verified. c) You and each of your Authorized Persons will: • safeguard all Security Protocols, and • make sure only Authorized Persons know of and use your Security Protocols.
6.5 Security Breaches	a) You will have: • controls adequate to promptly detect a potential or actual Security Breach of your Systems, and • a response plan for a Security Breach consistent with current cybersecurity practices. b) You agree to: • notify us immediately if there has been, or you suspect there may be, a Security Breach • provide the details of the Security Breach • fully investigate the Security Breach, and • cooperate with us to remediate the Security Breach. c) If you do not notify us immediately about a Security Breach or misuse, you will be precluded from making any subsequent related Claims.
6.6 Keeping information secure	a) You agree to notify us promptly if you use or intend to use a Merchant Service Provider. b) You are responsible for the acts of your Merchant Service Providers, and will: • ensure any Merchant Service Provider you use complies with Security Standards and is registered with the Card Networks • ensure any third-party payment software or applications you use to transmit, store or process Card Information complies with Security Standards, and is registered with or recognized by the relevant Card Networks, and • pay any Card Network Liabilities resulting from the acts of a Merchant Service Provider, including from a Security Breach.
6.7 Using third-party service providers	a) You are solely responsible for your use of third-party service providers, systems, security and communications software and all related costs (including for equipment or software). b) Even if we suggest that you use a third-party service provider or system or offer a third-party site link to download software, we do not endorse any third-party system, software or site and you accept all risks related to their use.
6.8 Location of Services	Certain services may be performed by us or any of our affiliates, including affiliates, branches or units located in any country in which we conduct business or have a service provider. You authorize us to transfer your information to such affiliates, branches or units at such locations as we deem appropriate. We reserve the right to store, access, or view data in locations we deem appropriate for the services provided.

7 Termination

7.1

Mutual Termination

- a) Either Party can terminate this Agreement by giving the other at least 30 calendar days' prior notice.
- b) In addition to any termination rights under any other JPMC Document, either Party can immediately terminate this Agreement by giving the other Party notice because of:
 - failure of the other Party to promptly pay amounts owed to the terminating Party
 - failure of the other Party to comply with this Agreement or any other agreement between the Parties
 - an inability by the other Party to meet its debts as they become due
 - receivership, administration, liquidation, bankruptcy or similar proceeding
 - assignment to benefit the other Party's creditors or anything similar
 - a good faith belief that the other Party materially breached a representation or warranty or has engaged in fraudulent activity
 - a good faith belief that the other Party's finances or business is impaired
 - a good faith belief that the other Party's activities are not consistent with the terminating Party's applicable policies
 - a good faith belief that any event has significantly increased the risk to the terminating Party or violates its policies or procedures
 - a Legal Requirement or Card Network Rule or failing to comply with any of these, or
 - a Material Adverse Change to the other Party

7.2

Immediate Termination

- We can immediately terminate this Agreement or suspend or terminate the Services by giving you notice if:
- a Card Network asks us to, or imposes burdensome, costly or impractical conditions on our dealings with you
- you or any of your principal owners or officers becomes listed on a Card Network database of terminated or high-risk merchants, or
- you are put in a chargeback monitoring or similar Card Network risk-based program, or we determine that you have excessive Chargebacks
- you do not transmit Transactions to us for a period of more than 180 consecutive days
- you issue Bearer Shares or you are a Bearer Share Company

7.3

After Termination

- a) After termination of this Agreement, you shall continue to be liable for all Chargebacks, Refunds, Fees, Card Network Liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Agreement.
- b) If you submit Transactions to us after the date of termination, we may, but are not required to process such Transactions. Any Transactions we process will be in accordance with and subject to all of the terms of this Agreement.
- c) This provision will survive termination of this Agreement. This means that this section will remain in force even if you or we terminate the Agreement.

8 Liability, Set-off, Waiver, Timely Claims, Indemnification, Disclaimers and Representations

8.1

Our Liability

- a) Under no circumstances will our financial liabilities arising out of or related to this Agreement exceed the total fees paid to us under this Agreement, net of fees, charges and other amounts paid to the Card Networks or card issuing banks, and any third party fees being charged to you on a pass-through basis, including, without limitation, Interchange, assessments, and Card Network Liabilities, for the six months prior to the time the liability arose.
- b) We are only liable for reasonably foreseeable damages directly caused by an act that is within our direct control and are not responsible for your actions, inactions, omissions, delays or failures, or those of third parties.
- c) We are not liable for any claim of negligence if we follow our procedures, which you agree constitute our exercise of good faith and ordinary care.
- d) We are not liable for:
 - Any fraud or forgery (other than by us).
- e) We do not guarantee:
 - the security, sequence, timeliness, accuracy or completeness of any service, data or technology, or
 - access to any service or technology.

8.2

Set-off and grant of security interest

- a) We can, without notifying you or making a demand for payment retain, apply or set off any amount we owe you or the value of any of your property in our possession, against any amount you owe us or our Affiliates for any obligation irrespective of whether we have made any related demand (even if it is unmatured).
- b) We can exercise our set-off rights by any means we consider appropriate,
- c) You assign and grant us a lien and security interest in all your accounts, funds and credits with us to secure your obligations and liabilities to us.

8.3

Waiving Special Damages

- a) The Parties shall not be liable for any Special Damages, regardless of the form of action and even if advised of a possibility of Special Damages. Each Party hereby waives the right to claim or recover Special Damages.

8.4

Timely filing of claims

- b) You must file a Claim in connection with the Services or any Transaction with a tribunal or court of competent jurisdiction within two years of the event that gave rise to the Claim. Failure to do so will mean you have waived that claim against us.

8.5**Indemnification and holding harmless**

- a) You agree to unconditionally release, indemnify, defend and hold harmless us and our Related Persons for any Claim arising from or related to:
- us providing Services, or accepting or processing a Transaction or Instruction from you, your Authorized Person or on your behalf related to the Services or otherwise consistent with this Agreement
 - us paying a Tax, interest or penalty for which you are liable or for which we otherwise have no responsibility
 - us taking any action permitted by this Agreement, including defending against a Claim
 - you breaching this Agreement or any JPMC Document or a representation or warranty you give in any JPMC Document
 - you claiming against a Card Network or payment network relating to the Services or a Transaction
 - you or us incurring Fees, fines or penalties arising from you breaching Legal Requirements or the Card Network Rules
 - you or anyone else using our Service with your Security Protocol, Access Code or other Security Credentials, and
 - a third party claim.
- b) This indemnification does not apply to any Claim to the extent it is directly caused by our negligence, recklessness or willful misconduct.
- c) Indemnity obligations in this Agreement remain in force after an account closes or this Agreement or any Service terminates.

8.6**We disclaim warranties**

- a) You agree this Agreement is for commercial services and the Uniform Commercial Code does not apply to the Services.
- b) We provide all Services and Software "as is" and "as available," and disclaim all warranties and representations, whether express, statutory or implied, including warranties of:
- merchantability, satisfactory quality, or fitness for a particular purpose, dealing or trade use, and
 - non-infringement.
- c) Where Legal Requirements impose an implied warranty by us, our warranty ends 30 days from the date the Service or Software is first available to you.

8.7

Your representations

- a) You represent that the JPMC Documents:
- can be enforced against you despite any immunity (sovereign or otherwise) you may have, and
 - do not breach your Organizational Documents, Authority Documents or agreements with third parties, or any Legal Requirements.
- b) When you give us a Person's information, you represent that you have the right to:
- share their information with us, and
 - allow us to make continued use of that information or related records about the Person or any other Related Person for any of our "Know Your Customer", anti-money laundering and compliance procedures or other appropriate business purposes, to provide you or such other Person with the Services.
- c) You represent and warrant that:
- only an Authorized Person will submit written information to us and that all written information submitted to us is true, complete and not misleading as of the date that the information is submitted.
 - You will comply with all restrictions, requirements, loss mitigants, policies, and procedures that we have made you aware of.
 - You will notify us immediately if you have a new beneficial owner of more than 25 percent of the combined voting power of your ownership interests.
 - You will not use the Services or any Software for illegal, offensive, malicious or defamatory activities.
 - You will give us and our representatives access at reasonable times to your facilities, data and records. We will provide you with reasonable notice before we audit or inspect you or your facilities.
 - you have implemented and maintain policies and procedures (including anti-money laundering policies) designed to ensure compliance with Legal Requirements and Card Network Rules.
 - You are not a Bearer Share Company and that you will not issue Bearer Shares

9 Miscellaneous

9.1 Governing law	a) The internal laws of the State of New York (without reference to its conflict of laws rules) apply to this Agreement, subject to any modifying Legal Requirements. b) All rights and remedies relating to this Agreement, Legal Requirements and the Card Network Rules are cumulative and do not exclude any other rights or remedies. c) The maximum amount of pre- and post-judgment interest in connection with any Claim will be the lower of the prime rate and the limit set by the State of New York.
9.2 Venue	a) Disputes relating to any Services will be resolved by an arbitration tribunal or by a court of competent jurisdiction in the State of New York and you agree to submit to this jurisdiction. b) This section does not prevent us from starting proceedings in a court or tribunal of any state with jurisdiction, including concurrently in any number of states.
9.3 Waiving rights to a jury trial	a) Each Party waives the right to a trial by jury for any matter or Claim relating to: • this Agreement • the JPMC Documents and • the Services or a Transaction.
9.4 Severability	If a court or other tribunal decides a provision of this Agreement or any JPMC Document cannot be enforced, that decision will not affect the remaining provisions.
9.5 Assigning this Agreement	a) We must agree in writing before you transfer or assign this Agreement (including by operation of law or merger). Without our consent, such transfer or assignment is void and may result in us immediately terminating the Agreement. Where we do agree, an assignee or transferee is subject to this Agreement and the obligations and liabilities you owed to us before the date it is transferred or assigned. b) We must agree in writing before an assignee can continue, assume or assign this Agreement for the benefit of a creditor, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or court officer, or Person taking charge of your assets or business. c) We can at any time assign or transfer this Agreement, in whole or in part, or any or all of our rights and obligations under this Agreement.
9.6 Change of control	a) You will give us notice at least 60 calendar days before: • you sell all or substantially all of your assets, or • a Person becomes a beneficial owner with more than 50 percent of the combined voting power of your ownership interests, or acquires voting control. b) You will give us information we request about a major asset sale or ownership change.

9.7 Providing information	a) All information that you give us will be accurate, complete and not misleading, and you will notify us immediately if at any time you learn it is not. b) You will give us, in Proper Form, all documents, financial statements and other information we request related to the JPMC Documents or the Services. c) We will rely on your Authority Documents until you give us notice in Proper Form that you have changed or revoked them, and we have had reasonable time to implement such modification. d) If you send us any documents or Instructions we may make ministerial changes to them as long as we advise you of any such changes. e) We can rely on the information you give us and you agree our reliance is reasonable. We do not need to verify: • any information your Authorized Person gives us • any representations or warranties you give us, or • the accuracy or timeliness of information a third party gives us on your behalf.
9.8 "Know-Your-Customer" and Sanctions	a) You will comply with our "Know-Your-Customer" requests, and policies and procedures that we make you aware of, by providing in Proper Form (including certifying it if we require) information that we ask for. b) We can delay, suspend or terminate the Services without notice if you do not: • give us in Proper Form information that we ask for, or • allow us access to your facilities. c) You will use commercially reasonable efforts to ensure neither you nor any Authorized Person is: • on a government list of people designated under Sanctions or otherwise subject to Sanctions, or • operating or located in a country, region or territory that is subject to or a target of Sanctions. d) You will notify us immediately if any of these events occur.
9.9 Screening Transactions	a) Consistent with our policies and procedures (including those related to Sanctions), we can screen Transactions, which can cause delays or cancellations, including a delay in your funds being available. b) You agree that our screening benefits you even if it causes a delay or cancellation.
9.10 Acting as an independent contractor	a) We are an independent contractor providing commercial services to you. We are not acting as your agent or in a fiduciary, quasi-fiduciary or similar role for you, any Person you represent or any other Person. b) You agree: • you had the opportunity to consult legal counsel about this Agreement and the JPMC Documents • to exercise your own judgment about your business and your Instructions, and • we are not advising you on any investment, tax, legal regulatory, accounting or other matters in this Agreement, the other JPMC Documents or your accounts, Services and Transactions.
9.11 Your Authorized Persons	a) You are responsible for: • the acts of your employees and representatives and their complying with your internal controls, and • advising each Authorized Person of their obligations under, and ensuring their compliance with, the JPMC Documents. b) We can follow the Instructions of a Person we reasonably believe is authorized to act on your behalf, even if your Authority Documents do not list that Person.

**9.12
Taxes**

- a) All Fees and other amounts due to us under any JPMC Document are exclusive of Taxes. You are responsible for any applicable state taxes imposed on interchange, assessments or other third-party fees collected by us under this Agreement. You agree we may increase the amount collected from you to reflect such taxes.
- b) If we are required to pay Taxes to any Government Authority on your behalf, then:
 - you will pay or reimburse us for all amounts we pay
 - we will make a deduction for all amounts we pay from payments due to you, or
 - we will debit your Settlement Account, even if it creates or increases an overdraft.
- c) All payments to us consistent with this section must be made in full, without set-off or counterclaim and free of any deduction unless required by Legal Requirements, in which case you will:
 - make the deduction
 - increase the payment to us so that the net amount we receive is the same as the amount we would have been entitled to receive without the deduction
 - pay the amount of the deduction to the applicable Government Authority, and
 - within 30 days after you make this payment, give us a certified copy of the original receipt issued by the Government Authority as proof of payment.

**9.13
Unlawful Internet
gambling**

- a) You will not use the Services or any Card, account, Service or Software for unlawful Internet gambling as defined by 12 CFR Section 233.2(bb) of the Code of Federal Regulations and any future amendments, including accepting or receiving credit, services or funds as proceeds of a Transaction.

**9.14
Force majeure**

- a) We are not liable to you for not carrying out, or delaying performance of, any actions caused by:
 - an act of God
 - a Government Authority or any Card Network
 - a Legal Requirement
 - a catastrophe
 - war or terrorism
 - civil or labor disturbance
 - fire, flood or other natural disaster, or
 - any other cause beyond our reasonable control.

**9.15
Survival**

- a) We will have reasonable time to act on a termination request.
- b) Before terminating the Services, we can process a Transaction or Instruction initiated or sent to us before we received your termination request.
- c) Closing an account or terminating a Service does not affect any Party's liability to the other for any Claim arising, or related to any Transaction occurring, before or on closure or termination. This liability continues with full effect (including payment and reimbursement obligations) after this Agreement terminates.
- d) The rights and obligations under sections 3, 5, 6.6, 7.4, 8 and 9.1 - 9.3 will survive this termination of this Agreement, along with any other provision that says it does, or that reasonably should survive.
- e) If we are not able to contact you or do not receive an Instruction from you about an account termination, we can:
 - mail you a check for a final account balance, or
 - transfer your funds to an unclaimed-monies account.

9.16 Notices	a) All notices will be effective when given if they are in writing, sent to the specified addresses that the Parties give each other and delivered by: • email, Internet, cloud or other electronic means we permit • hand • regular mail, or • overnight courier. b) We can send notices to any Authorized Person. c) We can send additional or duplicate notices to other addresses we reasonably determine to be appropriate if we are unable to contact you at your specified address.
9.17 Electronic records	a) Each Party can make and keep recordings of phone conversations. b) Each Party can store an electronic or other copy of the JPMC Documents as an original and: • destroy the original paper version consistent with its record-keeping policies, and • use an electronic or other type of copy instead of the original in a legal proceeding.
9.18 Agreeing to terms electronically	a) We can provide you with this Agreement and any other JPMC Document (including amendments) electronically, including posting them on a website. You agree to such JPMC Document by continuing to use the Services after: • we notify you of the terms electronically • you electronically click or e-sign your approval, or • you agree by other means in Proper Form. b) Electronically accepting our terms and conditions (including related amendments) has the same effect as you agreeing to them with your handwritten signature.
9.19 Third-party beneficiaries	a) This Agreement is not intended to benefit or to create a right or cause of action for any third-party beneficiary. b) You will not act as a fiduciary or deposit funds, facilitate Transactions or make payments for or on behalf of a third party.
9.20 Disputes and Arbitration	a) If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact us if you have a dispute. If we cannot resolve your concerns, we agree to an informal dispute resolution process requiring individual arbitration. b) You agree that any Claim related to the Agreement or the Services, including claims regarding the applicability of this arbitration clause, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). We will select another arbitration forum if the AAA ceases operations. c) In the absence of this arbitration clause you may otherwise have had a right or opportunity to litigate any Claim through a court before a judge or jury and to participate or be represented in litigation filed in court by others (including class actions). You are waiving those rights and any Claim you have must now be resolved through arbitration. d) All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other source of law. e) Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. f) The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section.

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- g) If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration.
 - h) Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.
 - i) Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within New York County, New York, New York.
 - j) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.
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10 Definitions

Access Code	A code that we provide, or your designated Security Administrator or Program Administrator creates, which is used to: • access an online system or application, or • authenticate an Instruction or Transaction.
Affiliate	A Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. A subsidiary is an Affiliate.
Agreement	These Terms and Conditions, including the Application and all addenda, Fee Schedules, schedules, attachments, supplements and exhibits.
Application	Your application for Services in Proper Form, which may include a statement of your financial condition, business or organizational characteristics, and related credit, financial or other business information.
Authority Document	A document or other evidence in Proper Form evidencing the power and authority of a Person to: • agree to this Agreement and other documents related to the accounts and Services • issue Items or Instructions • access Software or platforms, or • take actions on your behalf. These include certificates of authority to transact business, open accounts, Security Administrator designations, forms, resolutions, delegation of authorities, appointments, officer's certificates, access requests, certificates of incumbency, powers of attorney and implementation forms.
Authorized Person	An: • Authorized User, Program Administrator and Security Administrator, or • any Person (including a third party), that your Authority Documents identify as authorized to act on your behalf, or has authority to bind you under the law of agency or other Legal Requirements.
Authorized User	An individual you, your Program Administrator or your Security Administrator entitled to act on your behalf for any Service or who is permitted to use your account or Services. You, the Program Administrator or the Security Administrator will define the entitlements for each Authorized User.
Bearer Shares	Securities that are not registered on the books of the issuing corporation and thus payable to any possessor of the shares.
Bearer Shares Company	A type of company which, unlike registered share companies, issues its securities as Bearer Shares.
business day	A day we are open to the public for carrying on substantially all of our banking functions, but not: • a state or federal holiday in the location we maintain an account or deliver Services • a Saturday, Sunday or other day when banks in New York City are authorized by Legal Requirements to remain closed, or • a day on which any Card Network or the Fedwire systems are not operating.
Card	A physical or virtual credit or debit card, device, mobile application or other technology or means used to access an account through which Card Network or alternate payment network services are requested, delivered, authorized and established.

Card Information	Information that is: • specific to a Card, including any Card account number, expiry date, security code, PIN, credit limit and account balance, or • read, scanned, imprinted, or otherwise obtained from a Card, (such as a customer name, address or phone number), even where such information is not specific to the Card.
Card Network	Any payment system or network provider that offers or licenses Cards, including Visa Inc., MasterCard International, Inc., Discover Financial Services, LLC, American Express, Pulse, NYCE and STAR. This includes us for your Chase Transactions.
Card Network Liabilities	A fine, fee, penalty, liability, or other charge or assessment by a Card Network relating to your or your Merchant Service Provider's actions or your Transactions.
Card Network Rules	All rules, programs, regulations, requirements and manuals of the Card Networks. This includes the Chase Requirements applicable to Chase Transactions.
Chargeback	A reversal under the Card Network Rules of a Transaction you previously submitted to us to process, including as a result of a dispute by the Card holder or by the bank that issued the Card.
ChaseNet	Our ChaseNet payment-processing platform where we directly process Transactions made with Eligible Chase Cards.
Chase Requirements	Our rules and requirements for Chase Transactions.
Chase Transaction	A Transaction using an Eligible Chase Card, which we process over the ChaseNet platform. Chase Transactions will not include PIN debit transactions unless we have provided you with pricing specific to PIN debit Chase Transactions.
Claim	An actual or potential action, loss, claim, dispute, controversy, damage, demand, liability, garnishment, lien, levy or other order, cost or expense, including Special Damages, attorney fees and dispute resolution costs.
Confidential Information	Nonpublic information one Party reveals to the other Party or its Affiliates in writing, orally or by other means. Our Confidential Information includes our: • Software, user guides and technology, and • any information about our internal controls and data security practices report (including an SSAE 18, PCI-DSS Attestation of Compliance or Letter of Compliance).
Eligible Chase Card	A Card that we or our Affiliates issue and those we determine is eligible for use in Chase Transactions. Eligible Chase Cards are limited to Visa-branded consumer and small business credit and debit Cards.
Fee	A charge, cost, fee (including reasonable attorney's fees) or expense relating to the Services, including interchange fees and Card Network Liabilities and those obligations payable by you under any JPMC Document, not including interest. Your Fees may be provided on the Fee Schedule or in another JPMC Document.
Fee Schedule	Any JPMC Document that lists the Fees for the Services. For example, the Fee Schedule may be contained in a separate JPMC Document and may also be signed separately, but is subject to the terms of this Agreement.

Government Authority	A U.S. or foreign government authority, a U.S. state and political subdivision, and an agency, regulatory (including self-regulatory) authority, department, commission, board, bureau, court or tribunal with jurisdiction over a Person, any of its subsidiaries or Affiliates, or their respective properties.
Instruction	Any kind of instruction you or any Authorized Person gives to us.
JPMC Documents	This Agreement, all Authority Documents, any applications and all other documents relating to the Services.
Legal Requirement(s)	Each applicable law, ordinance, decree, requirement, order, judgment, rule, regulation, directive, circular, interpretive letter, guidance or other official release (or a related interpretation) of a Government Authority or a regulatory (including self-regulatory) organization to which a Party (and/or its Affiliates) is subject, including: • all applicable anti-money laundering laws, rules and regulations • "Know-Your-Customer" and Sanctions laws, rules and regulations • Federal Reserve Board Regulations, and • tax regulations.
Material Adverse Change	A significant negative change in reputation, property, financial condition, business, liabilities, operations, prospects, affairs of a party or the ability of a party to meet obligations under any of the JPMC Documents as reasonably determined by the other party.
Merchant Service Provider	Any third party engaged by you or acting on your behalf that processes, stores, receives, transmits, or can access Card Information.
Merchant Mobile App	Any mobile application software developed by you, or on your behalf, that provides services for your customers, including the ability to pay for your goods or services.
Organizational Document	A document in Proper Form that: • proves your organization exists, or • controls or establishes governance of your organization.
Party/Parties	Individually, you or us, and collectively, you and us.
PCI Council	Payment Card Industry Security Standards Council.
PCI-DSS	Payment Card Industry Data Security Standards, as adopted by the PCI Council.
Person	A natural person, unincorporated sole proprietor, corporation, limited liability company, trust, joint venture, association, company, partnership, Government Authority or other entity.
Program Administrator	A Person you authorize to perform administrative and security functions in connection with your commercial cards.
Proper Form	The time, manner, form (tangible or electronic) or substance, which we solely determine or agree is satisfactory to us, for delivery of requested or required information.
Referral Partner	A third party that has entered into a (i) formal referral relationship with us pursuant to which it referred you to us for payment processing services and/or (ii) preferred pricing program with us. The Referral Partner may be paid a fee by us for the referral of Merchant to us. In addition, the Referral Partner may be involved in the servicing and maintenance of your account. Referral partners may include, as applicable, without limitation, financial institutions, your franchisor, independent sales organizations, trade associations or groups and service providers.

Refund	Any full or partial refund, credit or adjustment issued to a Card for any reason.
Related Person	A Party's past, present and future direct and indirect parents and Affiliates and any Authorized Person, director, officer, employee, manager, partner, shareholder, beneficial owner, insurer, Service Provider, agent or attorney, including all successors, subrogees and assigns.
Reserve	Funds we may withhold from you or require you to pay us and which we maintain to protect us against a risk that we reasonably anticipate.
Sanctions	Economic or financial sanctions, or trade embargoes that a Government Authority imposes, including the Office of Foreign Assets Control of the U.S. Department of the Treasury.
Security Administrator	Any Person you designate as a System Administrator or Security Administrator, or you otherwise authorize to: • receive, exchange and distribute a Security Protocol • receive and distribute Security Procedure materials, documents and account information • define or grant entitlements relating to your accounts and our Services or Software • administer or receive notices regarding any Software or Service on your behalf, including identifying what Service functions, including the Mobile App, each user can access and accepting the JPMC Document governing a Service, or • give us your list of users, if we ask. You will notify us if your Security Administrator changes and any change will not be effective until you notify us and we have a reasonable time to act.
Security Breach	Any event that impacts the confidentiality, integrity, or availability of a system or information, including Confidential Information, which may need to be investigated to determine if it needs external reporting. Such events may include unauthorized access, use, or disclosure of Confidential Information.
Security Credential	A unique user identification number or name, unique password or unique device.
Security Protocol	Any of the following used to authenticate an Authorized Person's identity or authorize an Instruction: • Access Codes • a Security Credential • identification, authorization or authentication codes, biometric identifiers, passwords or encryption algorithms, and • tangible or intangible security tokens, cookies, digital signatures, and private or public keys we issue or approve.
Security Standards	Card Network and PCI Council rules, regulations, standards, or guidelines for information privacy and data security, and for safeguarding, sharing and handling Card Information, including the: • PCI DSS • PCI PIN Transaction Security Requirements • Visa Cardholder Information Security Program and Visa Payment Application Best Practices • Discover Information Security and Compliance Program • American Express Data Security Operating Policy, and • MasterCard Site Data Protection Program and POS Terminal Security Program.
Settlement Account	A demand deposit account you maintain with us or another financial institution, which you designate to receive settlement funds for Transactions under this Agreement.

Services	The services we provide to you related to your acceptance of Cards as payment for the goods and services you sell, including: • authorizing, conveying and settling Transactions • providing any supporting equipment or terminals, and • any related service.
Service Provider	A non-Affiliate vendor we or our Affiliate engages to perform or help perform any actions for an account, Service or Transaction, and over whom we or they maintain reasonable control. For the avoidance of doubt, Service Providers are not our agents.
Software	A portal, platform, software, application or Internet website we provide for you to: • access the Services and related activity information, Transaction data, and reports • maintain your account and Services, and • transmit Transactions or other documents.
Special Damages	Indirect, special, incidental, speculative, remote, exemplary, punitive or consequential damages, lost profits, loss of business or goodwill, Tax or late payment penalties and damages, including any related to: • systems or equipment issues • access to any online service • Service Providers, and • problems or delays using our Software and Services. For the avoidance of doubt, Special Damages do not include fines, fees, penalties or other charges, liabilities or assessments imposed by any Card Network, and such amounts shall be deemed direct damages.
Statement	A report of activities, including Transactions and Fees, relating to the Services.
Systems	Your browsers, software, hardware, telecommunications equipment or other equipment (and all related policies and procedures), that you use to communicate with us, including your: • email, fax, Internet and cloud services • devices, such as a phone, tablet and laptop, and • computers, workstations, browsers, programs, connections, data or other transmission systems.
Taxes	Any taxes (including value-added, sales and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (with related interest, penalties, fines and expenses) in connection with the Fees, accounts or other Services (including payments or receipts) except if such taxes are imposed on our overall net income.
Terms and Conditions	This document.
Transaction	A sale, Refund, Chargeback or other Services related activity in which you and your customer exchange consideration using a Card and which you submit to us for processing.
U.S.	United States of America, excluding its possessions and territories unless specified.
we, our and us	JPMorgan Chase Bank, N.A. in its capacity as a member of several Card Networks and Paymentech, LLC in its capacity as an authorized processor of Transactions.

you, your and yours

Our customer for whom we provide any Services under this Agreement or any other JPMC Document. You may be referred to in other JPMC Documents as our Customer or the "Merchant".

Exhibit 1: AMEX OPTBLUE**American Express OptBlue****1. American Express OptBlue Provisions**

To participate in the American Express OptBlue Program, you must agree to comply with the requirements, acknowledgments and authorizations specific to your acceptance of American Express Payment Cards set forth in this Exhibit. Further, by participating in American Express OptBlue Program, you agree to the limited manner described in this Exhibit by which American Express may directly market and communicate to you, or use and disclose information you provide in connection with your participation in the OptBlue Program. The "OptBlue Program" is a program under which we and other eligible third party acquirers may enable small merchants (defined as merchants that process American Express card transactions where the gross annual sales amount of such American Express card transactions is One Million U.S. Dollars or less) to accept American Express Payment Cards.

2. Acceptance

You hereby agree to accept American Express Payment Cards only in accordance with the terms of this Agreement and the *American Express Merchant Operating Guide*, as may be amended from time to time and which is located at www.americanexpress.com/merchantopguide, provided however that:

- (a) any Claim between us and you arising from or relating in any way to this Agreement, even if relating to acceptance of the American Express Payment Card or otherwise involving or relating to American Express (including claims to which American Express is a party or has a right to join), shall be brought in accordance with the Agreement, and not the dispute resolution provisions of the *American Express Merchant Operating Guide*;
- (b) American Express's right to provide you information, notify you or otherwise provide you Solicitations (as hereinafter defined) shall be in accordance with Section 5 below and not the *American Express Merchant Operating Guide*; and
- (c) American Express's right to use Transaction data and Merchant Data provided to American Express by us shall be in accordance with Section 6 below and not the *American Express Merchant Operating Guide*.

American Express has asked us to inform you that any claim brought by Merchant against American Express, to which we are not a party, arising from or relating in any way to this Agreement is to be resolved pursuant to the dispute resolution provisions of the *American Express Merchant Operating Guide*, provided that nothing in this Agreement shall provide any grounds for us to be a party to any claim between you and American Express that does not relate to this Agreement. For purposes of the OptBlue Program, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of OptBlue Program Merchants and similar identifying information about OptBlue Program Merchants. For clarification, Merchant Data does not include Transaction data.

3. Authorization

You authorize us to submit Transactions to, and receive settlement from, American Express.

4. Communication with Merchants

By agreeing to use the "OptBlue" service, you understand and agree that American Express may communicate with you to provide information about the OptBlue Program and other programs regarding the American Express network as set forth below, including:

- (a) "welcome acceptance" communications;
- (b) communications designed to inform you how to increase Customers' usage of the American Express Card (e.g., information regarding posting of the American Express logo);

- (c) communications required by law or to comply with directions from American Express regulators;
- (d) communications necessary for you to fulfill or comply with offers made by American Express to its Customers;
- (e) communications under certain circumstances where American Express seeks to transfer you to direct card acceptance program with American Express because Merchant's American Express transactions are more than \$1 million annually or we no longer participate in the OptBlue Program;
- (f) communications about programs on the American Express network that are relevant to merchants participating in the OptBlue program, but do not include Solicitations (as defined below); and
- (g) communications about the benefits to you of accepting the American Express card, but do not include Solicitations.

5. American Express Programs

Although American Express may send you general information about American Express programs (e.g., notifications about the occurrence of American Express's "Small Business Saturday" program or the availability of American Express's "Pay with Points" program), American Express will not directly solicit you to register for, purchase or otherwise obtain products or services unrelated to the OptBlue Program ("Solicitations"). You may, however, receive solicitations from American Express if it has provided the necessary data or consent directly to American Express outside the scope of this agreement). To register for, purchase or otherwise obtain products or services from American Express unrelated to the OptBlue Program, please contact American Express directly by visiting the website <http://www.americanexpress.com/privacy> or calling American Express at 1-(800)-528-5200.

6. Disclosure of Transaction Data and Merchant Data

You understand and agree that we will disclose Transaction Data and Merchant Data to American Express, and American Express may use such information to perform its responsibilities in connection with the OptBlue Program, perform analytics and create reports, to communicate with you in the manner permitted above and for any other lawful purposes (other than Solicitations).

7. Protection of Merchant Data

American Express uses reasonable administrative, technical and physical security measures to protect the security and confidentiality of Merchant Data obtained from us under this Agreement. American Express requires industry standard confidentiality and data security measures from third parties who are authorized by American Express to process data on its behalf. American Express only shares data in accordance with its data protection privacy principles, available here: <https://www.americanexpress.com/us/content/customer-privacy-principles.html>.

8. High CV Merchants

You acknowledge that you may be converted from the OptBlue Program to a direct Payment Card acceptance relationship with American Express if and when you become a High CV Merchant. You acknowledge that upon any such conversion, processing of any American Express Payment Card will be governed by American Express's then current card acceptance agreement (and not this Agreement) and American Express will be solely responsible for setting pricing and other fees payable by you for acceptance of any American Express Payment Card.

9. No Assignment of Payments

You will not assign to any third party any payments due you under this Agreement. All indebtedness arising from charges will be for bona fide sales of goods or services (or both) at your establishments and free of liens, claims and encumbrances other than ordinary sales taxes. The prohibition on assigning payments due you, however, does not apply to the sale of Transaction receivables to us, our Affiliates or a partner of our or our Affiliates that provides cash advance funding.

10. Refund Policies

You acknowledge that your refund policies for purchases by American Express Payments Cards must be at least as favorable as its refund policy for purchases made on Payment Cards of other Card Networks. You agree to disclose to holders of American Express Payment Cards the refund policy at the time of purchase and in accordance with Applicable Law.

11. Collection for Cardholders

You may not collect or attempt to collect from any holder of American Express Payment Cards for any purchase or payment on an American Express Payment Card unless: (A) the charge has been charged back to you; (B) you have accepted/paid the charge (i.e., no Chargeback reversal has been processed); and (C) you have a right to collect or attempt to collect funds to recover unpaid amounts lawfully owed to you by such holder American Express Payment Cards.

12. NOTICE REQUIRED BY AMERICAN EXPRESS

American Express requires that we inform you that (i) American Express charges us a wholesale discount rate and not interchange and (ii) American Express operates a non-interchange based network.

13. Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial; Arbitration

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION.

WITH BINDING ARBITRATION, YOU ACKNOWLEDGE AND AGREES THAT:

- (a) **YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST US OR RELATED THIRD PARTIES;**
- (b) **YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST US OR RELATED THIRD PARTIES; AND**
- (c) **YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST US AND RELATED THIRD PARTIES.**

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). BUT, EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

- (a) Any claim, dispute, or controversy relating to acceptance of the American Express Payment Card or otherwise involving or relating to American Express ("Claim") by either you or us against the other, or against the officers, directors, employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents, successors, or assigns of the other, arising from or relating in any way to this Agreement or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA").
- (b) All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other source of law.
- (c) Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. You and us will agree on another arbitration forum if the AAA ceases operations.
- (d) The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section.
- (e) If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration.
- (f) Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.

- (g) Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within New York County, New York, New York. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future.
- (h) Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

14. Conveyed Transactions

If you accepted American Express Payment Cards through the American Express OptBlue Program and no longer can do so because you became a High CV Merchant, in order to accept American Express Payment Cards through Transactions which we convey to American Express, and which American Express will settle directly with you, you must enter into a direct relationship with American Express by executing American Express's then current card acceptance agreement.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jamey Owen, Assistant Finance Director, jowen@columbiatn.gov 931.560.1580

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN AMENDMENTS NUMBERS 1, 2, 3 AND 4 WITH TYLER TECHNOLOGIES AND AUTHORIZE THE PROJECT CHANGE REQUEST

RECOMMENDATION: Approve Amendments Numbers 1, 2, 3, and 4 to the Tyler Technologies contract and authorize the Project Change Request.

INFORMATION: Amendment 1 for the conversion of 100 onsite hours to 114 implementation hours allowed our team more hours to work on the implementation. This conversion also saved on travel and reimbursable costs from the vendor.

Amendment 2 consists of converting unused conversion hours. There were hours built into the project for Tyler to convert data totaling \$5,800. These were able to be converted over to implementation hours as well since conversion were done with City of Columbia staff. Converted hours added 32 hours additional at \$5,600.

Amendment 3 consists of converting unused conversion hours. These hours were for capital assets and allotted for transferring history and buiding the standard COA master. This work was performed by City of Columbia staff. Converted hours added 16 hours additional at \$3,000 which we would like to request to use for E-Procurement.

Amendment 4 consists of changing terms for our Court module;commencing on July 1, 2026 for three (3) years with an automatic one(1) year renewal.

Project change request - request to use the hours saved from capital assets unused conversion hours to implement E-Procurement. Request would use \$2,800 of the \$3,000 savings.

CERTIFICATION: The Chief Financial Officer certifies that this is budgeted in General Fund - General Government- Software for the FY2025-FY2026 budget.

ATTACHMENTS: Amendments are attached: (1) Onsite hours (100) being converted to implementation hours. (2) Accounting Standard COA, Accounting Actuals, Accounting Budgets and Purchasing-Standard unused conversion hours. (3) Capital Assets-Standard Master, Capital Assets-History. (4) Court terms update. (5) Project change request to use saved converted hours to implement the E-Procurement module.



AMENDMENT NO. 1

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Columbia, Tennessee, with offices at 700 N. Garden Street, Columbia, Tennessee 38401-3317 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated March 20, 2023 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following unused services are hereby removed from the Agreement:
 - a. 100 Onsite Implementation hours (\$200/hour), at a contract price of \$20,000
2. The services set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment shall be invoiced as provided.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Columbia, Tennessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Newell Price
Quote Expiration: 12/08/24
Quote Name: City of Columbia TN-EERP-Change
Order_Onsite to Remote IMPL
Quote Description: City of Columbia TN-EERP-
Remove Onsite Hrs. - Add
Remote Hrs.

Sales Quotation For:

Shipping Address:

City of Columbia
707 N Main St
Columbia TN 38401-3317

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Removing 100 Onsite Hours, Adding 114 Remote Hours	114	\$ 175.00	\$ 0.00	\$ 19,950.00	\$ 0.00
TOTAL				\$ 19,950.00	\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 19,950.00	\$ 0.00
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Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 19,950.00	\$ 0.00
Contract Total	\$ 19,950.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.

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- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document.
 - Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
 - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

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Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



AMENDMENT NO. 2

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Columbia, Tennessee, with offices at 700 N. Garden Street, Columbia, Tennessee 38401-3317 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated March 20, 2023 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:
 - a. Accounting Standard COA, at a contract price of: \$2,000;
 - b. Accounting – Actuals, at a contract price of: \$1,000;
 - c. Accounting – Budgets, at a contract price of: \$1,000; and
 - d. Purchasing - Standard, at a contract price of: \$1,800
2. The services set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment shall be invoiced as provided.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Columbia, Tennessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Legal Form:



1

Jake Hubbell, City Attorney



Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Newell Price
Quote Expiration: 01/21/25
Quote Name: City of Columbia TN-Conversions
to Remote Implementation
Quote Description: Cit of Columbia TN-EERP-
Conversions to Remote
Implementation

Sales Quotation For:

Shipping Address:

City of Columbia
707 N Main St
Columbia TN 38401-3317

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Conversions to Remote Implementation	32	\$ 175.00	\$ 0.00	\$ 5,600.00	\$ 0.00
TOTAL				\$ 5,600.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 5,600.00	\$ 0.00

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CONFIDENTIAL

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Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 5,600.00	\$ 0.00
Contract Total	\$ 5,600.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.

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CONFIDENTIAL

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- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



AMENDMENT NO. 3

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Columbia, Tennessee, with offices at 700 N. Garden Street, Columbia, Tennessee 38401-3317 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated March 20, 2023 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:
 - a. Capital Assets – History, at a contract price of \$1,000; and
 - b. Capital Assets – Standard Master, at a contract price of \$2,000
2. The services set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment shall be invoiced as provided.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Columbia, Tennessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Legal Form:

Jake Hubbell, City Attorney



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the additional software, products, and services to be delivered by us to you under the terms of the Agreement. This Amendment Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By: Newell Price
 Quote Expiration: 01/14/26
 Quote Name: City of Columbia TN-EERP-Capital
 Asset Conv. to Remote Imp Days
 Quote Description: City of Columbia, TN - Capital
 Asset Conv. to Remote Impl Days

Sales Quotation For:
 City of Columbia
 700 NORTH GARDEN STREET
 COLUMBIA TN 38401-3317

Shipping Address:
 City of Columbia
 707 N Main St
 Columbia TN 38401-3317

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Remote Implementation hours	16	\$ 175.00	\$ 0.00	\$ 2,800.00	\$ 0.00
TOTAL				\$ 2,800.00	\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 2,800.00	\$ 0.00

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CONFIDENTIAL

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Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 2,800.00	\$ 0.00
Contract Total	\$ 2,800.00	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



AMENDMENT NO. 4

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Columbia, Tennessee, with offices at 700 N. Garden Street, Columbia, Tennessee 38401-3317 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated March 20, 2023 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Section F(1) of the Agreement is hereby deleted and replaced with the following:

1. Term. This Agreement is in effect as of the Effective Date. The terms for products set forth in Exhibit A (Schedules 1 and 2) shall be as follows:

- 1.1. The initial term for the items set forth in Schedule 1 of Exhibit A to the Agreement, is three (3) years, commencing on July 1, 2026, unless the Agreement is earlier terminated as set forth below. Upon expiration of that initial term, the term will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term.
- 1.2. The initial term for the items set forth in Schedule 2 of Exhibit A to the Agreement, is three (3) years, commencing on the first day of the first month following the Effective Date, unless the Agreement is earlier terminated as set forth below. Upon expiration of that initial term, the term will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term.
- 1.3. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of the terms indicated above. For the avoidance of doubt, terminating services for items in one Schedule of Exhibit A shall not automatically terminate the services for items in the other Schedule of Exhibit A.

2. Section 1 of Exhibit B to the Agreement is hereby deleted and replaced with the following:

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the respective initial terms as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial terms are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

3. Tyler will issue to Client a credit of SaaS Fees and professional services fees paid pursuant to Schedule 1 of Exhibit A to the Agreement. Such credit shall remain on Client's account for application to fees invoiced based on the amended term commencement date for the items indicated in that Schedule 1 of Exhibit A to the Agreement.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Columbia, Tennessee

By: _____

By: _____

Name: _____

Name: _____

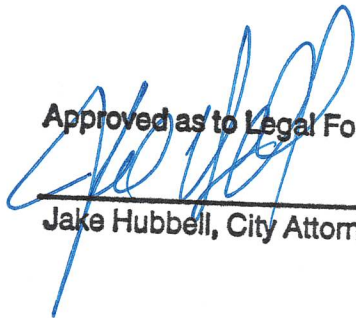
Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Legal Form:



Jake Hubbell, City Attorney

PROJECT CHANGE REQUEST (PCR)

ERP & CIVIC DIVISION

The purpose of this form is to assess the impact of a proposed change to the project. This form is not a legal contract change order or amendment. If the change is approved, a change order or amendment will be drafted and will go through the formal approval process for the client and Tyler to execute the change.

The signatures at the end of this document acknowledge the desire to move forward with a change order or amendment after a full assessment of the impacts of the change.

CHANGE REQUEST DETAILS

Client Name

City of Columbia, TN

Investment Summary XXXX-XXXXXX-XXXXXX

2022-355029-CSG6M4

Client Project Manager (CPM)

Thad Jablonski

Requested By (Name & Email)

Thad Jablonski tjablonski@columbiatn.gov

Request Date

8/4/2025

Tyler Project Manager (TPM)

Gloria Robles

Sales Representative

Price Newell

PCR No.

TY-FIN-2025-002

Change Request Type

- ☒ Add/Remove Conversions
- ☐ Add/Remove Implementation Services
- ☐ Add/Remove SaaS Products
- ☐ Add/Remove Miscellaneous
- ☐ Go-Live Date Change
- ☐ Phase Change
- ☐ Other - _____
- ☐ Add/Remove On-Prem Software & Support

SaaS Hosting

- ☒ Yes ☐ No-On Prem

Contract Type

- ☒ Standard
- ☐ Retainer
- ☐ Milestone

Project Phase:

- ☐ Business License
- ☐ Enterprise Asset Mgt
- ☒ Financials
- ☐ Human Resources Mgt
- ☐ Tax Billing
- ☐ Time & Attendance
- ☐ Utility Billing
- ☐ Other - _____

CHANGE DESCRIPTION and REASON

Remove unused conversions to convert into Remote IMP days

CHANGE IMPACTS

SCHEDULE / TIMELINE

Phase/Task/Milestone/Deliverable	Original Start Date	Original Finish Date	Proposed Start Date	Proposed Finish Date



SERVICES	A REMOVE Contracted Modules or Conversions			
	Service Type	PSA Project Name for Module/Conversion being Removed Format example: City of Nexus, ST – ORIGINAL SAAS CONTRACT (123456)	Contract Description for Module/Conversion being Removed Format example: PR PAYROLL - ACCUMULATORS	Contract Extended Price (-decrease) Software = N/A
	Conversions	COLUMBIA, TN -ORIGINAL SAAS CONTRACT (188418)-REMOTE	CA-History	1000.00
	Conversions	COLUMBIA, TN -ORIGINAL SAAS CONTRACT (188418)-REMOTE	CA Std Master	2000.00
	Choose an item.			
	Choose an item.			
	Choose an item.			
	Choose an item.			
	Choose an item.			
	Confirm Part A TOTALs before proceeding to Summary→ (right-click and select 'Update Field' on Total) →			\$3,000.00

SERVICES	B ADD Quoted Modules or Conversions			
	Service Type	Sales Quote # for Module/Conversion being Added Format example: CLIENT NAME – SALES QUOTE: YYYY-XXXXXX-XXXXXX	Quote Description for Module/Conversion being Added	Quote Extended Price (increase)
	Choose an item	City of Columbia- Sales Quote: 2025-555058-Q5P4W9	Remote Implementation Ho	
	Choose an item			
	Choose an item			
	Choose an item			
	Choose an item			
	Choose an item			
	Choose an item			
	Confirm Part B TOTALs before proceeding to Summary (right-click and select 'Update Field' on Total) →			\$ 0.00



C	ADD/REMOVE Implementation Services						
	Request Type	PSA Project Name & Phase Task for Services being Removed <i>Format example:</i>	IMPL ONSITE HOURS		IMPL REMOTE HOURS		TOTAL (Right-click & 'Update Field') ↓
		New Sales Quote # & New Service Type Description for Services being Added <i>Format example:</i>	Est. Billable Hours (-decrease/ increase)	Contract Rate/hr	Est. Billable Hours (-decrease/ increase)	Quote Rate/hr	
			City of Nexus, ST – ORIGINAL SAAS CONTRACT (123456) FIN IMP - ONSITE				
IMP REMOTE - HRM SALES QUOTE: YYYY-XXXXXX-XXXXXX							
Add	IM Remote-FIN Sales Quote: 2025-555058-Q5P4W9			16	175.00	\$2,800.00	
Choose an item						\$ 0.00	
Choose an item						\$ 0.00	
Choose an item						\$ 0.00	
Choose an item						\$ 0.00	
Choose an item						\$ 0.00	
Choose an item						\$ 0.00	
Choose an item						\$ 0.00	
Choose an item						\$ 0.00	
Choose an item						\$ 0.00	
Confirm all hours are in 4- or 8-hour increments Confirm Part C TOTAL before proceeding to Summary (Right-click and select "Update Field" on Total) →						\$2,800.00	

D	ADD/REMOVE MISCELLANEOUS				
	Request Type	PSA Project Name & Description of Miscellaneous Item to Remove <i>Format example:</i>	Quantity*Price		Total Price (Right-click & 'Update Field') ↓
		New Sales Quote # & Item Description of Item being Added <i>Format example:</i>	Quantity (-decrease/ +increase)	Contract/ Quote Unit Price	
			City of Nexus, ST – ORIGINAL SAAS CONTRACT (123456) 3rd Party Hardware Description Cash Drawer		
CASH DRAWER SALES QUOTE: YYYY-XXXXXX-XXXXXX					
Choose an item				\$ 0.00	
Choose an item				\$ 0.00	
Choose an item				\$ 0.00	
Choose an item				\$ 0.00	
Choose an item				\$ 0.00	
Choose an item				\$ 0.00	
Choose an item				\$ 0.00	
Choose an item				\$ 0.00	
Confirm Part D TOTAL before proceeding to Summary (right-click and select 'Update Field' on Total) →				\$ 0.00	

Total PCR Budget/Cost Summary						
Service Types		Total Modules /Conversions Removed	Total Modules /Conversions Added	Total Implementation Services	Total Miscellaneous	TOTAL (Right-click & 'Update Field') ↓
A/B	Modules/Conversions	3000.00				\$3,000.00
C	Implementation Services					\$ 0.00
D	Miscellaneous					\$ 0.00
OTHER						\$ 0.00
Confirm OVERALL PCR TOTAL before proceeding (right-click and select 'Update Field' on Total) →						\$3,000.00

Note: A negative amount decreases the overall budget of a project. A positive amount will increase the overall budget of a project.

RESOURCES	
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SCOPE	
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RISK ANALYSIS	Risk Identification – Transfer identified risks to Client's Risk Register, if applicable.		Probability of Risk Choose an item.
	Risk Mitigation Strategy & Response Plan Choose an item.		

APPROVALS	Acceptance			
	NOTE: No changes may be made to this project without the agreement of the Project Manager(s) and must be approved by the Implementation Management. Submit endorsed Change Order to the Tyler Technologies Project Manager.			
	Sign Date	Title	Approved By	Signature
	8/4/2025	Project Manager	Gloria Robles	Gloria Robles
	8/5/2025	Tyler Implementation Mgt	David Foran	David Foran

	Click or tap to enter a date.	Client Project Manager		
	Click or tap to enter a date.	Client Sponsor (if applicable)		



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lauryn Shockey, Engineering Associate, LShockey@columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 FOR THE FY2024-2025 STREET RESURFACING CONTRACT BETWEEN THE CITY OF COLUMBIA AND VOLUNTEER PAVING FOR PAVEMENT REPAIRS, MILLING, STRIPING, AND RESURFACING AT FAIRVIEW PARK IN THE AMOUNT OF \$196,346.72.

RECOMMENDATION: Approve Change Order No.1.

INFORMATION: On June 12th 2024 City Council approved and authorized a bid award with Volunteer Paving in an amount to not exceed \$4,500,000, for street resurfacing within Wards 1,2,3,4, and 5.

This Change Order will add unit item 8 which cover all resurfacing, repairs, milling, and striping at Fairview Park. This Change Order will also increase the Not to exceed amount from \$4,500,000 to \$4,696,346.72.

CERTIFICATION: The Chief Financial Officer certifies that \$196,346 is budgeted and unencumbered in State Street Aid - Street Paving.

ATTACHMENTS: Staff Report, Change Order No.1, Fairview Park Paving Aerial.



P.O. Box 682423, Franklin, Tennessee 37068 P 931 364 6900 F 931 364 4115 volunteerpaving.com

08/27/2025

Douglas Toney, P.E.
Assistant City Engineer
City of Columbia
dtoney@columbiatn.gov

880HWY 99
LEWISBURG, TN 37091

Project: Change Order to add unit item #8 to Contract # E 2025-01 Paving Contract for Street Resurfacing

We are pleased to submit the following scope of work for the Development located in 871 IRON BRIDGE RD, COLUMBIA, TN. After you have reviewed our proposal, should you have any questions or need any clarifications, please contact me at your convenience.

Description of Work

This quote includes all labor, materials and equipment required for the performance of the following described work.

Item	Description	Qty.	Unit	Unit Price	Ext Price
8	D MIX 1.5", SPOT REPAIR (<500 SY), MILL, STRIPE	1.000	LS	\$196,346.72	\$196,346.72
Grand Total:					\$196,346.72

EXCLUSIONS:

No concrete bollard, post, or collar removal
No concrete flatwork or turndown curbs
No Crack Sealing
No curb removal
No dirtwork to tie widened roadway into existing ground
No engineering or survey layout
No permanent signage
No permits, bonds, or fees
No towing or vehicle moving fees
No uniformed police officers.
No utility adjustments



P.O. Box 682423, Franklin, Tennessee 37068 **P** 931 364 6900 **F** 931 364 4115 volunteerpaving.com

NOTES:

1. This Change Order is good for 30 days.
2. **Change Order based on park being closed to traffic and Volunteer Paving LLC receiving full unrestricted Access to all work areas.**
3. **Lump sum change order based on items and quantities agreed upon during onsite walk through**
4. Quote is based on work being completed by **December 15, 2025**. Work completed after this date is subject to escalation on labor, equipment, trucking, and materials.
5. This proposal does not include elevation adjustments to manholes, inlets, valve boxes or any utility unless specified
6. Any change in the scope of work listed above shall be acknowledged in writing by both parties prior to work being performed. Any increase or decrease to the price will be included in the writing.
7. No paving will be performed between December 15th and March 15th without approval / waiver
8. Price above is a mutually agreeable contract between Volunteer Paving, LLC and General Contractor or Developer
9. Payment is due 30 days from invoice date. A 1.5% late fee will be charged monthly on all unpaid balances until full payment has been received.
10. This proposal is based on the TDOT Bituminous Index. The proposal price may be adjusted in accordance with this index based on the change from the month the job was quoted to the month the work was performed.
Current Index: \$601.54 per ton of liquid AC – August 2025

Submitted by:

Josh Martin
Estimating Manager
Volunteer Paving, LLC

Accepted by: _____

Title: _____

Company: _____

Date: _____

Approved as to Legal Form:

Jake Hubbell, City Attorney





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kellye Murphy, Director of Tourism & Marketing, kmurphy@columbiatn.gov, 931-560-1510

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS FOR ADVERTISING IN THE 2026 TENNESSEE VACATION GUIDE IN THE AMOUNT OF \$9,000.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia will purchase a third page ad in the 2026 Tennessee Vacation Guide in the amount of \$9,000. This popular annual visitor resource guide is available in an online digital version and over half a million copies in print.

CERTIFICATION: The Chief Financial Officer certifies that \$9,000 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report, Journal Communication Contract.



6550 Carothers Pkwy - Suite 420
Franklin, Tennessee 37067
(615) 771-0080 - Fax: (615) 771-0079

Sales Rep(s)
Mary Ann Stafford
(615) 771-5569, Ext. 229
mstafford@jnlcom.com

Contract Number: 1671

PO Number: xxxxx

Date: 08-06-2025

City of Columbia, TN
Kellye Murphy
700 N Garden St
Columbia, TN 38401

Advertiser
City of Columbia, TN
#12464
700 N Garden St
Columbia, TN 38401

Production Contact
Kellye Murphy
(931) 560-1510
kmurphy@columbiatn.com

Contract Description:

1/3 horizontal ad-new ad to be submitted-requesting same area placement

Featured Attraction with photo listing-Visit Columbia-Welcome Center-sending photo and updating copy

Will have approval from the City of Columbia by 9/11/2025

Publication	Issue	Ad Size	Premium Position	Section	Wall Date
JT - Tennessee Vacation Guide - 0201 - Print	09 - 2026 Edition	TVG - 1/3 Square	General Placement	TVG-Middle Stand Alone Advertiser	10-03-2025
JT - Tennessee Vacation Guide - 0201 - Print	09 - 2026 Edition	TVG - Featured Attractions + Photo	TVG - Feature Attraction	TVG-Middle-South Central Stand Alone Advertiser	10-03-2025

Total Discount: \$4,315.00

Total Contract \$9,000.00

Advertisement Terms

TERMS

NET 30 DAYS FROM THE DATE OF INVOICE. Rates are net unless otherwise indicated. A finance charge at a MONTHLY RATE of 1.5% is added to the contracted balance if unpaid for 30 days. This is an annual percentage rate of 18%.

Credit Card Processing Fee

All payments processed by a credit card will add a 3% processing fee to the balance.

CONDITIONS

This is an order and authorization to secure advertising space with Journal Communications Inc.

If the Advertiser or Agency needs to cancel the contracted advertising space, the Advertiser or Agency must submit written notice of cancellation within 7 days of the contract, via certified mail, to the Publisher.

If the Advertiser or Agency fails to adhere to the deadline for submitting ad materials as stated, the Publisher will run a previous ad or run the Advertiser's name and address in the space committed for the ad.

Publisher reserves the right to hold the Agency and/or Advertiser jointly and severally responsible for monies due and payable to Publisher. The venue for any disputes arising hereunder shall be Williamson County, Tennessee. Tennessee Law shall govern all provisions of this contract. The Agency agrees that it is acting for its disclosed principal, the Client, and as such binds itself and the Client to the terms and conditions of this contract. Agency shall be liable for payment of sums due hereunder.

Publishers may look to either the Agency or the Advertiser for payment. Payment by the Advertiser to the Agency does not alleviate the obligation of the Advertiser to the Publisher for payment in full. The Publisher is not responsible for any type of errors set by the Publisher for advertisements that have been proofed and approved by the Advertiser or its Agency.

PROOFING POLICY

A PDF color proof will be emailed for approval before publication for all original ads. Changes requested by the Advertiser and/or Agency on this proof will be provided at no charge, and a second proof will be emailed if requested. ***Any changes requested by the Advertiser after the second proof will be billed for production time at an hourly rate (minimum \$50).***

Journal Communications Inc. does not provide proof for ads submitted digitally or as film. Ad content is subject to Publisher's approval. It is understood the Advertiser and/or Agency has approved the material before its receipt. The publisher will conclude that the files are set up as the Advertiser and/or Agency intends them to be produced and we will output the ad as supplied. The publisher is not responsible for the final quality of the ad. If there is a pre-press problem with the submitted digital file, any extra charges incurred will be billed to the Advertiser and/or Agency with a detailed explanation of the problem.

"Vendor agrees that, during the performance of this Agreement, they will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, pregnancy (including childbirth or a medical condition related to pregnancy or childbirth), protected genetic information, or reprisal. Vendor further agrees that Vendor will fully comply with any and all applicable Federal, State and local equal employment opportunity statutes, ordinances and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Pregnancy Discrimination Act, the Pregnant Workers Fairness Act of 2022, the Genetic Information Act of 2008, and the Equal Pay Act of 1963. Nothing in this section shall require the Vendor to comply with or become liable under any law, ordinances, regulation or rule that does not otherwise apply to the Vendor."

Production Specifications

SUBMITTING A DIGITAL AD

For submitted digital files, our free services include checking Advertiser- and/or Agency-submitted files to ensure they meet our specifications for magazine printing. Journal Communications is not responsible for enhancing your digital files, resizing to match ad space purchased or proofreading for spelling and grammatical errors. The quality of submitted digital files is the responsibility of the submitter.

If files deviate from the size or specifications on the Digital Submission form, the files will be rejected and must be resubmitted. Please proof your ad carefully before submission. Resubmitted files will be subject to a \$50 processing fee.

We do not provide proof for ads we did not produce. It is understood that the files are set up as the Advertiser intended and were approved prior to submission to Journal Communications Inc.

Any extra charges incurred by Journal Communications Inc. due to problems with supplied files will be billed to the Advertiser with a detailed explanation of the problem.

ORIGINAL ADS

Journal Communications Inc. can assist in producing an original ad. The advertiser and/or Agency should provide a basic layout with all necessary materials to produce the ad. The advertising salesperson will assist in this process. Journal's Ad Production division provides basic typesetting and design services for original ads free of charge. **These do not include services that an advertising agency would provide.** Journal Communications free basic typesetting and design services include:

- Typing customer-provided text
- Choosing a visually pleasing, professional font
- Placing logo and/or photos in provided layout.

Custom production work, such as cleaning up rough logos, resetting logos, drawing maps, and outlining photos, can be performed at an extra charge. Custom work is billed at \$75/hour.

Custom photo work, such as feathering, fading, or custom edging, can be performed at a fixed rate per photo. *Please note: All charges/rates listed are subject to change.*

FORMATTED ADS

- If ads produced by the Publisher are formatted in the style approved by the magazine client.
- Visit ads.jnlcom.com for specifications and submission guidelines.
- A low-resolution PDF proof will be emailed before publication.
- Custom production work is available at an hourly rate of \$75/hour.

Please note: All charges/rates listed are subject to change.

ONLINE ADS

Visit livmedia.com/ads for submission guidelines.

LISTING ENHANCEMENTS

For enhancements that include a logo, new logos must be submitted by the materials deadline on the contract. Logos that are not received by the deadline will receive a standard logo to be determined by the Publisher.

Representative Mary Ann Stafford	Date 08-06-2025	Customer Signature Charles (Chaz) M. Molder	Date
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Approved as to Legal Form:



 Jake Hubbell, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donna Osmon, Senior Administrative Assistant, dosmon@columbiatn.gov 931-560-1472

AGENDA ITEM TITLE: APPROVE THE BID AWARD TO BENCHMARK COMPANIES AND CONTRACT EXECUTION FOR BRUSH GRINDING AND DEBRIS REMOVAL SERVICES IN THE AMOUNT OF \$90,000.00.

RECOMMENDATION: Approve the bid award to Benchmark Companies, Incorporated for grinding of brush in the amount of \$8.75 per cubic yard of hauled away mulch and authorize the execution of a contract for the same.

INFORMATION: The City has traditionally maintained a contract to grind collected brush and haul the resulting mulch away. The current contract expired August, 2024; therefore a request for bids was made. The bid of the one responding vendor is attached.

The lowest bidder, Benchmark Companies, is located in Rutherford County. According to the terms of the invitation to bid, the bid can be adjusted based upon changes in the consumer price index for all urban consumers. The renewable agreement would be for a period of one year with two one-year renewal options at the discretion of the City's purchasing agent. The vendor's responsibilities under the agreement would be to locate to a designated City site, grind the collected brush and haul away the resulting mulch. Over the last two Fiscal Years, we have averaged 12,800 cubic yards. The cost for grinding for this Fiscal Year is expected to be \$90,000.00.

CERTIFICATION: The Chief Financial Officer certifies that \$90,000 is budgeted and unencumbered in Sanitation - Admin - Other Services.

ATTACHMENTS: Staff Report; Contract with Benchmark Companies; Bid Tabulation.

CITY OF COLUMBIA TENNESSEE

CONTRACT FORM

This CONTRACT executed this _____ day of _____, 2025, by and between the CITY OF COLUMBIA, hereinafter called "City" party of the first part, and Benchmark Companies LLC., hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

CONTRACT SUPERVISOR

As used herein the contract supervisor shall mean Sommar Jaynes, at (931) 560-1580, or his designee or other person holding the position of purchasing agent for the City of Columbia.

SECTION I

DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor has agreed to provide services pursuant to the Specifications and Requirements as found in the Invitation to Bid - Brush Grinding and Debris Removal Services, solicitation # 432-0625-14 and made a part of this Contract.

Services shall include but not necessarily limited to providing all labor, materials and equipment to grind brush collected by the City of Columbia and removal of the ground mulch. Such services to be performed at sites designated by the City of Columbia. The mulch generated in the grinding process shall be hauled away by the Contractor to a site approved by the City.

SECTION II

TIME OF PERFORMANCE

Contract period shall commence September 11, 2025, for a period of three years and terminate August 31, 2028, unless otherwise cancelled under the terms and conditions as further described in Section XVI of this contract.

SECTION III

COMPENSATION

The contractor will be compensated for service purchased at the unit price for each item as bid subject to any subsequently approved price adjustment as further defined herein.

Payments shall be made within thirty (30) days of receipt of Contractor's invoice, unless contractor has chosen to take advantage of the Purchasing Card Program which guarantees payment within seven days.

Payments shall be made provided the submitted invoice is correct and accurate in all respects.

SECTION IV CONFORMANCE WITH BID

It is understood that all services, materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Purchasing Agent for the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V INSURANCE

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract.

The Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Tennessee Statutes limits. The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles.

The Contractor shall maintain Commercial General Liability for public liability including product liability and shall have minimum limits of \$1,000,000 per claim.

All insurance policies shall be issued by a company or companies duly licensed by the State of Tennessee. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Columbia.

Said liability insurance must be acceptable by and approved by the City as to form and types of coverage.

**SECTION VI
WORK CHANGES**

In the event that additional similar services are required, the City may negotiate those services with the Contractor without requirement for re-bidding. All changes will be authorized in writing signed by the Purchasing Agent or his designee as representative of the City.

**SECTION VII
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits, licenses or fees required for the performance of the contract. All services are to comply with all local, state and federal laws and regulations.

**SECTION VIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

**SECTION IX
Price Adjustments**

The original bid for each item or service may be adjusted based upon the applicable changes in the consumer price index as described in the original solicitation from the date of the award until the date of the change.

No price adjustment may be made without 30 days' written notice to the City of Columbia Purchasing Agent.

**SECTION X
ASSIGNMENT**

Contractor shall not delegate, sublet or subcontract any part of this contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XI
TERMINATION**

If the Contractor refuses or fails to perform the work or provide the items as required and within the time specified in this contract, City by written notice to the Contractor may terminate this contract. The Contractor shall be entitled to payment for all work completed or item delivered up to the date of termination but no more.

**SECTION XIII
LAW AND VENUE**

This agreement is to be construed as though made in and to be performed in the State of Tennessee and is to be governed by the laws of Tennessee in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in Maury County, Tennessee.

**SECTION XIV
APPROPRIATION APPROVAL**

The Contractor acknowledges that this contract is subject to budget appropriation as approved by City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this contract may be terminated by the City and that no charges, penalties or other costs shall be assessed. Contractor shall be entitled to payment of all delivered up to the time of non-appropriation.

**SECTION XVI
ENTIRE AGREEMENT**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract at Columbia, Tennessee the day and year first above written.

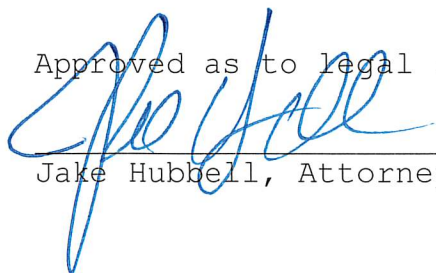
CITY OF COLUMBIA TENNESSEE

By: _____
Mayor

ATTEST:
By: _____
City Recorder

By: _____
Authorized Representative of

Approved as to legal form:



Jake Hubbell, Attorney



ITB- Brush Grinding and Debris Removal Services
Solicitation # 432-0721-05
Bid Opening 8/12/2021; 2:00 PM CT

Vendor	Setup , Grinding & Hauling per CY haul away	Max Size Stump	Disposal Site
Benchmark Companies 273 Miller Road Christiana TN 37037	\$6.45	Unlimited	Benchmark Co Mulch Site

This is a tabulation of all bids received.

Kim Dale
Purchasing Agent



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donna Osmon, Senior Administrative Assistant, dosmon@columbiatn.gov 931-560-1472

AGENDA ITEM TITLE: APPROVE PURCHASE OF TIRE MACHINE IN THE AMOUNT OF \$40,326.62 FROM MOHAWK LIFTS LLC. UTILIZING SOURCEWELL CONTRACT # 121223-MRL.

RECOMMENDATION: Approve the purchase of a tire machine from Mohawk Lifts LLC in the amount of \$40,326.62 utilizing Sourcewell Contract # 121223-MRL.

INFORMATION: City Council approved funding in the FY26 budget for the purchase of a tire machine to be used in the Fleet Vehicle Maintenance Shop at Public Works, to mount and dismount tires from wheels. Sourcewell purchasing cooperative has contract # 121223-MRL with Mohawk Lifts, LLC.

CERTIFICATION: The Chief Financial Officer certifies that \$40,327 is budgeted and unencumbered in Capital Projects-Steets – Vehicle Maintenance - Auto.

ATTACHMENTS: Staff Report, Sourcewell Contract # 121223-MRL, Mohawk Lifts quote.

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
 PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
 Adrienne 518-842-1431 x 7777



HUNTER Engineering Company

For purchase of Hunter equipment using:

SW - NEW Contract #
121223-MRL

Valid: 02/07/2024 - 02/12/2029

All quoted equipment has been Competitively Bid and Competitively Awarded on SW - NEW Contract # 121223-MRL, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge. Financing is available

CUSTOMER
Jeff Riggins City of Columbia Public Works 110 Santa Fe Pike Columbia, TN 38401-2332 (931) 388-8650 jriggins@columbiatn.gov

QUOTE NUMBER	QUOTE DATE
Columbia.TCX53HPLS.081125	8/11/2025
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	up to 90 Business Days ARO
Good Through:	September 26th, 2025

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
TCX53HPLS	Wide Body, Performance Swing-Arm Tire Changer, Table-Top Design, Bead Press System, 2-Speed 220V Motor, plastic M/D Head, 10-26" clamping range. Locking Lower Disc. Red only.	1	\$ 16,592.14	\$ 12,164.59	\$ 12,164.59
20-2045-1	Wheel lift kit is for all current and previous tabletop TCX models (*TCX500 after S/N IEC002372). Black only. NOT suitable for TCX center clamp models.	1	\$ 1,880.15	\$ 1,468.27	\$ 1,468.27
HDE32	Includes no-touch laser vision system, SmartWeight, wheel lift, Spindle-Lok. Diagnostic Load Roller, TDC Laser System. Mounting adaptors sold separately.	1	\$ 23,355.31	\$ 20,844.49	\$ 20,844.49
20-3990-1	Super set: Contains 20-2274-2 HD truck kit, 20-3116-1 MD Centering Kit, BullsEye collets with storage and 4.5", 6" and 9" mounting cups. Provides complete coverage from Kia to Kenworth. Include Gen IV collet storage kit 56-70-2. Replaces 20-3758-1.	1	\$ 5,215.14	\$ 4,654.48	\$ 4,654.48
RP11-8-11100378	TCX small wheel mount head. With optional RP11-8-11100402, wheels down to 6" diameter may be serviced easily. Suitable for TCX50/51/53 E, A and H models. Not suitable for TCX56/57, TCX58/59 changers.	1	\$ 353.84	\$ 276.32	\$ 276.32
20-2977-2	Large Bore 8 Stud Kit- 8.7" bore for use with Medium Duty trucks with 19.5" rims.	1	\$ 1,176.12	\$ 918.47	\$ 918.47

Click here for Mohawk Lifts LLC Form W9: mohawklifts.com/w9

NOTES:

Tire & Balance Machine

31143126 - DC 941

Subtotal	\$ 40,326.62
Sales Tax (if applicable)	\$ -
TOTAL	\$ 40,326.62

This quotation is subject to the terms and conditions noted on the following page

NSH v6.25.1

TERMS AND CONDITIONS

- 1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at www.govlifts.com.
- 2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
- 3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
- 4) All software pre-installed on, or subsequently released by Hunter for, Hunter equipment is licensed pursuant to the Hunter Engineering Company End User License Agreement ("EULA") accompanying such software. By placing an order for, purchasing, or using Hunter equipment, you acknowledge and agree to be legally bound by the EULA, which is hereby incorporated by reference.
- 5) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.
- 6) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- 7) A fork truck must be supplied at the offload site to unload the equipment from the freight carriers and, if applicable, for installation.
- 8) Price does not include sales tax (unless applicable), duties, brokerage, or any other fees.
- 9) Any and all permits, licenses, fees, etc. are the buyers responsibility

DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

NSH

Columbia.TCKS3HPLS.081125

v6.25.1

To place your order using this quotation, please fill in the following required information:

☐ Same as Billing

BILLING INFORMATION

SHIPPING INFORMATION

Name: _____
Address: _____

Contact: _____
Phone: _____
Email: _____

Name: _____
Address: _____

Contact: _____
Phone: _____
Email: _____

Delivery Hours/Instructions: _____

Acknowledged and Accepted by:

Authorized Buyers Name (PRINT)

Authorized Buyers Signature

Title

Date

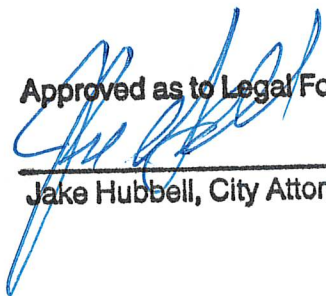
Phone

Email

Remit orders to:

MOHAWK LIFTS LLC
PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM

Approved as to Legal Form:



Jake Hubbell, City Attorney

**Solicitation Number: RFP #121223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mohawk Lifts LLC, 65 Vrooman Ave., Amsterdam, NY 12010 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Vehicle Lifts with Garage and Fleet Maintenance Equipment from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 12, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

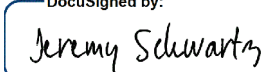
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

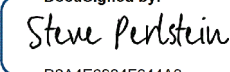
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Mohawk Lifts LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2024 | 3:59 PM CST

DocuSigned by:

By: D2A4E6994F644A9...
Steve Perlstein
Title: President CEO
Date: 2/7/2024 | 2:32 PM MST

RFP 121223 - Vehicle Lifts with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name: Mohawk Lifts LLC
Address: 65 Vrooman Ave
Amsterdam, New York 12010
Contact: Christine O'Reilly
Email: christineo@mohawklifts.com
Phone: 518-842-1431 2500
Fax: 518-842-1289
HST#: 85-3221959

Submission Details

Created On: Tuesday October 24, 2023 08:09:53
Submitted On: Thursday December 07, 2023 16:25:17
Submitted By: Christine O'Reilly
Email: christineo@mohawklifts.com
Transaction #: a491cd5b-5d02-4358-98cf-dc1d357ae200
Submitter's IP Address: 72.45.238.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mohawk Lifts LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Mohawk Lifts LLC, Hunter Engineering (tire changes, wheel balancers, brake, alignment, and test equipment), Gray Manufacturing (floor jacks and portable shop equipment), Westmatic (Large vehicle washers) Miller shop welders, Worky exhaust evacuation equipment, Worky work benches & cabinets, Liftpoint material handling equipment service lifts, CAES air conditioning (AC) freon reclamation equipment, Legacy air compressors (Exhibit #1)	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Mohawk Lifts LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	F9QME4G11RT5	*
5	Proposer Physical Address:	65 Vrooman Ave Amsterdam, NY 12010	*
6	Proposer website address (or addresses):	1. www.mohawklifts.com is the public/consumer website. 2. www.govlifts.com is the government website most applicable to this RFP. 3. www.govlifts.com/sourcewell is the specific site for the Sourcewell landing page. 4. For the eight states (soon to be 9) that have statewide adoptions of the Sourcewell award visit www.govlifts.com/MD (or /NJ or /MO/, or /NV, or /NY or/Oh. or /Tx or/GA) www.govlift.com/xx_ with the 2-letter abbreviation of each state become the landing page of that state adoption. Some state central procurement officers often post the URL on a state's central procurement website. The above website assists member agencies as full transparency of the award, products, pricing, prepaid freight, and an abbreviated set of terms and conditions are shown on each site. These websites facilitate the easiest method of contract usage, seeking information or for states seeking to adopt the Sourcewell award.	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steve Perlstein - President, CEO - sperlstein@mohawklifts.com - 518-842-1431 ext: 2400 Dominick Fontana - Chief Operating Officer - dfontana@mohawklifts.com - 518-842-1431 ext: 4100 Christine O'Reilly - Chief Financial Officer - christineo@mohawklifts.com - 518-842-1431 ext: 2500 Address for all 3 is: Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Perlstein - President, CEO - sperlstein@mohawklifts.com - 518-842-1431 ext:2400 Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010	*

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Christine O'Reilly - Chief Financial Officer - christineo@mohawklifts.com - 518-842-1431 ext:2500 Dominick Fontana - Chief Operating Officer - dfontana@moahwklifts.com - 518-842-1431 ext: 4100 Amber Fusco - Sales Operating Manager – amberf@mohawklifts.com – 518-842-143 ext: 4000 Jamie Dermody Sales – Regional Territory Manager - Jdermody@mohawklifts.com - 518-842-1431 ext: 1500 Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010
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Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Mohawk Lifts (originally Mohawk Resources Ltd) is a 42-year-old fabrication and manufacturing company of vehicle service lifts and accessories. Mohawk is the second oldest member of the Automotive Lift Institute (www.autolift.org). Currently, Mohawk is the only company that offers a full range of lifts (2 post, 4 post, mobiles, heavy duty) that is 100% made in the United States, at our facility in Amsterdam, New York. Mohawk's core value is designing and manufacturing the safest, heaviest duty lift in all categories on the market. We believe you cannot cheaper a design to shortcut safety. Mohawk manufactures and sells lifts in an environment that values Safety, Integrity, Commitment and Teamwork. Mohawk lifts last the longest because of our focus on using domestic steel. Mohawk's lifts have more steel than competitive lifts to ensure safety and durability. Mohawk's average company tenure is 15 years. These values combine to create exceptional value, the highest quality, and the lowest cost of ownership in the industry. (Exhibit #2 and #3) Additionally, Mohawk acts as the government sales arm for several other complimentary equipment companies within the capital garage equipment industry, some with relationships as long as 22 years. Mohawk continues to be the industry leader in heavy duty lift offerings, and routinely has been the top performer on all MAS contracts.

11	What are your company's expectations in the event of an award?	Mohawk's continued expectations as the top Multiple Award Schedule Sourcewell reporting lift vendor to Sourcewell are: • A continuation of successful sales and quarterly reporting (Exhibit # 4), with no gaps between award #3 and award #4 • Support and promotion of the Sourcewell Multiple award schedule. Mohawk has earned a Sourcewell award for the past 14 years. • Mohawk will continue to attend numerous government orientated trade shows and continue to supply marketing, sales, and installation support to Sourcewell members. Mohawk assists or directs members (often states for statewide adoptions) to communicate directly with Sourcewell members when they have questions that are better answered by a fellow government agency. For example, Mohawk introduced NJPA (now Sourcewell) to the National Council of State Fleet Administrators (NCSFA) when Tony Glenz was Mohawk's contracting officer. When Mohawk's contracting officer changed to Kelly McAllister, Mohawk made sure Kelly knew all the important people within NCSFA. This tradition continued in 2023 with Andy Campbell. NCSFA members are the advocates to state CPOs to adopt the Sourcewell contract which is why Mohawk leads other vendors in state level adoptions and at H20 was awarded a Sourcewell legendary leader award (Exhibit #5). Likewise, Mohawk has made numerous introductions to Mr. McAllister when he chose to attend the NYC Fleet show (NYC has the world's largest police, fire, sanitation, and transit agencies). See picture Exhibit #6 • 100% of Mohawks sales and sales administrative staff have attended Sourcewell U, with full intention of future sales staff attending upcoming sessions. • Continue learning and networking by attending the annual H2O conference. Mohawk will continue learning from other vendors, Sourcewell staff, and sharing positive experiences with others (by example being an H20 panelist on Scott Carr's panel titled "How to Be a Good Sourcewell Vendor"). • Hoping that Sourcewell continues to produce short education videos for the sales team such as the video just released "starring" Sourcewell's Nick Trout. This video is now online at www.govlifts.com/sourcewell and has been shared with all Mohawk salespeople and value-added partner supply companies. • Reinforce the consultative relationship developed between Mohawk's staff and the State's Contracting Officers up to and including state adoptions. • Mohawk's continued service as a long-time member of the Sourcewell Vendor Advisory panel. • Mohawk will continue to seek statewide adoptions. Currently 8 states and soon to be 9 (NY, TX, OH, GA, NV, NJ, MD, and MO) have adopted Sourcewell as their State contract as these states equal over 30% of the US population. (Exhibit # 7 and # 8)
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	A. Please see two attached letters from Mohawk financial institutions. (Exhibit #9) B. Mohawk is a 42-year-old privately held LLC, of which Steve Perlstein, President, and CEO, is the largest equity shareholder and active in the business every day. As a privately held LLC, Mohawk does not share financial data. Yet in 14 years of being an awarded Sourcewell vendor Mohawk has always delivered (including after a \$1.9M fire in the Mohawk factory of which Sourcewell was immediately notified). Financial strength is what made the fire something we were able to deal with as insurance companies are not known for promptly paying claims. C. Financial strength and timely delivery coincide and includes the period through COVID and the supply chain crisis of COVID. Much of the reason why Mohawk Lifts and Mohawk's distribution partners (Hunter, Gray and Westmatic) did not have extended lead times during the pandemic is due to all being US based and financially healthy manufacturers. D. Mohawk has and will continue to reinvest in the business over the next couple of years, spending \$1.6 Million dollars on equipment and infrastructure improvements. Some of these improvements include the purchase of a new plasma steel cutting table with an exhaust extraction system and scrubber, the purchase of a new vertical saw, and future electrical upgrades within the facility. (Exhibit #10) E. In May of 2022/23, Mohawk was awarded a \$300,000 Empire State Development Grant to continue to expand our operations. The news story can be seen at https://wnyt.com/top-stories/amsterdam-home-to-last-full-line-car-truck-lift-manufacturer-in-us/ (Exhibit #11). F. When member agencies require it, Mohawk has no issues securing bonding to satisfy the purchasing agency. An example is a recent order for Wa-Nee Community Schools located in Nappanee, IN. A \$270,000 bid, surety, and performance bonds were required.

13	What is your US market share for the solutions that you are proposing?	Per the automotive lift institute by-laws, Mohawk is not able to disclose the industry size, or the number of lifts shipped. What we can disclose is Mohawk represents less than 10% of the total North American lift marketplace; However, Mohawk has a dominant presence in the mid-duty/heavy-duty market and the overall government Marketplace. Proof of Mohawk's dominance can be seen on Exhibit #4. These pie charts for the 2017-2022 fiscal years show total vendor spending for the Vehicle Lifts & Garage Related Equipment category on three Multiple award schedule contracts. Mohawk market share of the government marketplace is 37% and the top vendor on the Sourcewell, GSA, and NASPO contracts	*
14	What is your Canadian market share for the solutions that you are proposing?	Mohawks growing marketplace in Canada is 4.4% of Mohawks domestic business. Mohawk knows the Canadian market is approximately 10% of the US marketplace yet: 1. Cooperative procurement is not yet as widely accepted across Canada. 2. Cooperative procurement doesn't apply to the province of Quebec (22% of the Canadian population) 3. With the introduction of Canoe, Mohawk is growing out our Canadian business presence. 4. Canadian federal government agencies do not have a contracting vehicle such as GSA, yet Mohawk still supplies lifts to all CFB (Canadian Forces Base) coast to coast.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Mohawk has never petitioned for bankruptcy protection	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mohawk is both a manufacturer and government distributor of other Lifts and capital equipment for government garages. First and foremost, Mohawk Lifts is a 42-year-old manufacturer of vehicle lifts. Mohawk is a pioneer in the government contract space for vehicle lifts and related garage equipment. Mohawk has leveraged our government expertise to bring in other manufacturers under our contract to help support government agencies with the most popular products every garage requires. Mohawk serves as a government reseller of Hunter Engineering, with a national network of 900 independent sales and service representatives (plus 30 regional managers assisting the independent reps). Other manufacturers such as Westmatic and Gray salespeople are factory employed sales reps. For this 2023 RFP Mohawk has vetted five new supply partners companies and with the endorsement of each companies' senior management, if awarded Mohawk will train their sales staff in the use of government contract sales. For 25 years Mohawk has acted as the government reseller of different types of capital equipment for repair garages (Corgi tire changers was first prior to switching to Hunter). Exhibit #12 are the authorizations from the manufacturers we've presented to assure product supply to Sourcewell members as the government sales channel. The services provided under this award (installation when desired) are performed by the independent representatives or factory employees of each value-added supply partner.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Mohawk Lifts is the second oldest member of the Automotive Lift Institute (ALI or www.autolift.org). To be a member of the ALI Mohawk holds 3rd party lift certifications to the ANSI/ALI-ALCTV safety standard. ANSI is the American National Standards Institute, which is administered and tested by third party NRTL's (Nationally Recognized Testing Laboratories) verifying lifts meet the ALI/ANSI standard. ALI certifications include quarterly unannounced factory visits from the test labs verifying compliance and the factory's quality assurance that no changes in the products that have been certified have occurred without retesting. Once ALI certification has been attained for each specific certified lift, type, capacity and option, Mohawk has never "lost" a certification. The bylaws of maintaining an ALI membership are the mandate that at least 75% of all lifts sold be ALI certified to meet the ANSI standards for the safe design of vehicle lifts. While no ALI member has 100% of their offered lifts ALI certified, Mohawk always exceeds the 75% minimum. Safety is Mohawk's #1 priority when designing, welding, and selling lifts. Lifts supplied by long term partner resellers Hunter Engineering and Gray manufacturing are also ALI certified to meet this one and only nationally recognized safety standard for vehicle lifts.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In Mohawk's 42 years, Mohawk has never been suspended, disbarred, nor asked to leave a job site.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- Exhibit #4 shows Mohawk as the leading supplier of vehicle lifts and equipment of the Sourcewell award, the GSA award, and the NASPO Value Point award. While none are industry awards, the numbers shown are a statement of fact and show why member agencies want to buy Mohawk. - Exhibit #5 shows Mohawk as one of the few Sourcewell Legendary Leaders award recipients presented in 2018 by then contracting officer Tony Glenz. - During his tenure as president of WSCA (pre-name change to NASPO), former Nevada Chief Procurement Officer, Greg Smith presented Mohawk with the first and only NASPO Vendor of the year award See Exhibit #13. - Motor Magazine has an annual award titled Top Twenty New Tools and Inventions. In 16 years, Mohawk Lifts is the most awarded lift manufacturer and has received this industry award 6 times. (Exhibit #14) - Mohawk is the second oldest member of the 77-year-old Automotive Lift Institute (www.autolift.org). ALI is a trade association of 20 different lift manufacturers dedicated to vehicle lift safety. Part of being a member of ALI is that 75% of all lifts shipped be ANSI (American National Standards Institute) certified. Mohawk always meets this monthly percentage. ANSI certification is recognition based on a national testing lab verifying the lifts meet the ANSI standard. ALI certification is not an award, but a statement of quality, and lift safety conformance. - Supply partner Liftpoint (manufactured by Mohawk Lifts) has just been awarded Product of the year from MaterialHandling247.com. (see announcement Exhibit #15)	*
20	What percentage of your sales are to the governmental sector in the past three years	Measured in number of lifts sold, Mohawk Lifts sells 22% to government agencies. If measured in dollars, Mohawk is approximately 50% of dollar volume (large truck lifts cost much more than small car lifts).	*
21	What percentage of your sales are to the education sector in the past three years	Of Mohawk's 50% of dollar volume sales into the government sector, 37% of those sales are sold to Vo-Tech Schools, High Schools, and Universities.	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO 2020 \$7,115,778.00 2021 \$9,556,211.00 2022 \$12,857,551.00 2023 (thru 3rd Qtr) \$6,839,389.00 Sourcewell (includes state adoptions) 2020 \$7,560,162.00 2021 \$12,04,314.00 2022 \$15,428,886.00 2023 (thru 3rd Qtr) \$18,084,678.00 NRECA 2020 \$268,309.00 2021 \$42,850.00 2022 \$0 2023 (thru 3rd Qtr) \$106,674.00 Exhibit #4 shows the spending of the 3 largest MAS awards for the past 5 years. All of Mohawk's MAS (Multiple award Schedule) awards ranging from Sourcewell, GSA, NASPO, and NRECA offer the same exact discount off list with the same terms and conditions. Unlike some, Mohawk is not a vendor offering different discounts, different freight, or different terms and conditions on different awards. Mohawk's offer includes prepaid freight. Lifts are a heavy commodity and freight is expensive. Mohawk has been a Sourcewell awarded vendor for 3 contract periods (14 years). Mohawk has eight statewide adoptions of the Sourcewell award (NY, NJ, NV, MO, MD, TX, MD, and GA) with a 9th state in process. With Mohawks best product value, company history, product designs and certifications, Mohawk is always the top vendor in terms of contract usage. As seen from Mohawks offering (Exhibit #16) from a prior NASPO award, Mohawk has never had the largest discount percentage. Discounts are a marketing tactic vs a sales issue. This is the reason that scoring points for the discount percentage offered should not be used for this award. Mohawk is a vendor of the NASPO vehicle lift and related garage equipment contract since first introduced in 2006. Exhibits #17 and #18 are the reported spend of the two NASPO contracts since established in 2006. Please note that regardless of the discount percentage offered, Mohawk is the leader in reported spend on both awards. (Prior to NJPA ever establishing the first vehicle lift award). On no MAS contracts does Mohawk offer the highest discount percentage. Visit Home - NASPO ValuePoint to look at the vehicle lift contract. Mohawk has 27 different state adoptions, with the next closest vendor to Mohawk at 17, while the lowest Vendor has 5 adoptions. Mohawk always seeks statewide adoptions. Sourcewell Statewide adoptions, the 8 states (soon to be 9) make up over 30% of the US population. These statewide adoptions are a "license" that allows our national reps to be successful in the government marketplace and continually finish as the #1 government supplier. Former Minnesota state procurement person and current Sourcewell contract development officer Mike Sutton has told Steve Perlstein, President of Mohawk Lifts, that Mohawk is the most state-centric vendor he has met. Exhibit #4 shows Mohawks leadership within the government marketplace at 37% and sales by Mohawk as a percent of total contract spend. The National Rural Electric Cooperative Association (NRECA) is made up of 700+ North American electrical cooperatives. Most have fleets and fleet repair garages. Mohawk introduced Sourcewell's head of contracts, Tom Pertulla and NRECA to each other to share other contracts given the two organizations are similar. The relationship with NJPA and NRECA didn't last (likely because of former leadership of NRECA), yet many NRECA members remain active Sourcewell members. Mohawk oldest cooperative award is HGAC at 22 years with multiple 2- or 3-year awards. HGAC's award is not inclusive of freight and reports a small fraction of Sourcewell reported sales. The only agencies using HGAC are those committed to using HGAC and not the less expensive Sourcewell award.
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23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA 2020 \$1,071,000.00 2021 \$1,139,320.00 2022 \$1,909,294.00 2023 (thru 3rd Qtr) \$1,794,430.00 Mohawk has held a GSA award for 30+ years (Exhibit #19). Before either the Sourcewell or NASPO awards were in place, the GSA contract became the basis of award of Mohawks CMAS (California), TXMAS (Texas), LAMAS (Louisiana), New York, New Jersey, Florida (for 10 years), Nevada and Ohio contracts. Today, Mohawk has transitioned NY, NJ, OH, MO, NV, MD, and GA contracts to Sourcewell as the basis of these state contracts. Renewal of these statewide contract adoptions and other are expected upon re-award to Mohawk of the Sourcewell award. Additionally, if Mohawk receives the highest score on this Sourcewell RFP, the state of West Virginia will adopt the Mohawk contract with a Sourcewell participation agreement. This will save procurement funds that have been recently wasted at West Virginia Department of Highways, West Virginia State Police, and other equipment recently sold through an MRO contract
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Former State of Maine Procurement Officer	Michael Wenzel	207-313-8244	*
Deputy Chief Procurement Officer of New York State	Mr. JP Behrle	518-474-3899	*
State of Missouri Chief Procurement Officer	Karen Boeger	573-751-1699	*
Contract Management Manager for the State of Georgia	Dr. Carl A Hall, Esq., PhD	470-955-9767	
Nevada Purchasing Officer II	Ms. Heather Moon	775-684-0179	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NYS Department of Transportation	Government	New York - NY	Mohawk Mobile Columns Mohawk Four Post Lift Installation	\$42,174.00 \$42,174.00 \$102,181.00 \$44,075.00 \$32,537.00 \$51,091.00 \$137,514.00 \$45,838.00 \$45,838.00 \$50,429.00 \$50,429.00 \$49,829.00 \$50,429.00 \$100,857.00	\$845,387.00	*
City of New Britain	Government	Connecticut - CT	Mohawk Vertical Rise Lifts Mohawk Two Post Lift Installation	\$776,227.00 \$54,654.00	\$830,881.00	*

School Board of Miami-Dade	Education	Florida - FL	Mohawk Vertical Rise Lifts Mohawk Mobile Column Lifts Hunter Wheel Service Equipment Installation	\$7,289.00 \$7,289.00 \$13,791.00 \$17,120.00 \$322,516.00 \$16,046.00 \$55,686.00 \$7,289.00 \$2,000.00 \$63,647.00 \$44,000.00 \$18,333.00 \$9,321.00 \$17,587.00 \$31,513.00 \$66,505.00 \$3,869.00 \$28,036.00 \$1,659.00 \$15,120.00 \$13,537.00 \$22,842.00 \$25,271.00	\$810,257.00	*
Defense Finance Accounting Service INDY VP GFEBBS	Government	Indiana - IN	Mohawk Mobile Column Lifts Mohawk Two Post Lifts Hunter Wheel Service Equipment Installation	\$116,990.00 \$116,990.00 \$17,349.00 \$76,456.00 \$76,456.00 \$76,456.00 \$76,456.00 \$50,853.00 \$59,140.00	\$667,144.00	*
State of Connecticut Department of Transportation	Government	Connecticut - CT	Mohawk Vertical Rise Lifts Mohawk Mobile Column Lifts Hunter Wheel Service Equipment Installation	\$133,846.00 \$4,214.00 \$87,321.00 \$4,619.00 \$14,329.00 \$14,329.00 \$5,578.00 \$1,068.00 \$63,118.00 \$63,118.00 \$39,099.00 \$48,789.00 \$14,881.00 \$14,881.00 \$14,881.00 \$29,209.00 \$29,209.00 \$14,881.00 \$14,881.00 \$29,209.00	\$641,450.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Mohawk maintains our government leadership position based on a combination of factory direct employees spread nationally, with responsibilities across Canada, working hand in hand with Mohawks independent dealers. Mohawk and each supply partner has a various number of sales and service providers across North America. Mohawk has 4 internal sales representatives and a network of 150+ independent distributors and resellers nationwide (Exhibit #21 is a partial list of Mohawk dealers. A complete list available upon request yet disclosing the entire list (as this is a public document) can give competitors a "shopping list" of potential resellers), Hunter Engineering has 900+ representatives, Westmatic (Large Vehicle Washers) has 4 people across the U.S. and Canada while Gray Manufacturing has 4 factory government focused sales representatives. The overlap between companies' sales and service providers is a symbiotic relationship that increases overall business. An example is when an architect contacts Mohawk for lift specs for a new building, Mohawk contacts the area Mohawk reseller and joint partner suppliers to also have the sales representatives offer their specific products through the Sourcewell (often state adopted) contract. Likewise, the partner supplier field reps inform Mohawk if a transit agency needs not only the specific equipment they offer (and Mohawk quotes) but informs Mohawk if this same agency also needs a lift. Of the products offered within Mohawk's Sourcewell Catalog (exhibit #1), none of these companies have competitive products, yet all the products are needed by any garage. Since there are no competitive products there's never an issue with disclosing information. A great example is Pinellas Transit who procured \$65,000 in Hunter equipment, but with info from the Hunter representative also purchased sixteen 50K capacity Mohawk transit bus lifts. The same symbiotic relationship occurs with other supply partners.	*
27	Dealer network or other distribution methods.	Mohawk has a dealer network of 150+ Distributors and resellers nationwide (Exhibit #21). All Mohawk resellers, distributors and value-added suppliers' sales forces have been and continue to be trained on the successful use of nationwide government to government procurement MAS contracts. Many have attended Sourcewell U's, or Sourcewell sales accelerators to gain further insight into the government marketplace. When visiting a garage, distributors review the entire fleet being serviced and suggest which lift choices (or other equipment) and options are best suited for the agency's needs. See exhibit #22 as a sample member agency proposal that includes the lift, options, and later became a purchase order. Distributors can remove worn out or obsolete lifts, replace them with a current Mohawk model and train the shop technicians in the proper and safe use of the lifts. Hunter equipment is always sold, delivered, installed, and trained, with 500 nationwide dedicated installation and service reps all equipped with a vehicle stocked with the most common repair or replacement parts. These vehicles have an average value of \$40,000 to \$60,000 worth of equipment. As the name implies, distributors and dealers are Mohawks (and other supply partners) representatives in their respective sales areas. All who work with Mohawk have been educated and understand the benefits of Mohawk being the "awarded vendor of record" and how a cooperative procurement contract benefits their sales strategy in their specific geographic sales areas. Mohawk as the named and awarded vendor of record permits timely and correct quarterly reporting as opposed to asking groups of independent resellers if any of their sales of the last quarter went to any government agencies. Mohawk is always sure the proper sales figures and administrative remittance is sent to Sourcewell. As references, please ask our current Supplier Development Specialist, Jill Park, or any prior Sourcewell contracting officer.	*
28	Service force.	Service calls happen in 1 of 2 ways. The customer (government or private sector) calls the local Mohawk distributor as the two have established a relationship. Parts are available from the distributor. If needed, the service call is taken care of and the distributor invoices Mohawk for any component or time spent on site that was covered under the warranty. Or a lift user may call the Mohawk factory service dept and receive technical diagnosis over the phone. Mohawk's service department stocks dedicated service parts (exhibit #23) and can send out parts to fulfil service requests immediately and dispatch an area service provider. Mohawk's in-house service team is comprised of 4 people, a service manager, a field service manager (who working "hands on" with the reseller's service people), a dedicated parts associate and a person on the plant floor responsible for fulfilling and shipping service orders. Mohawk annual part sales as a percentage of Mohawk's overall business is minimal based on the longevity and design of a Mohawk Lift	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As explained in response #27, all Mohawk distributors and supply partner networks understand the value of cooperative procurement and benefits of Mohawk being the awarded vendor. Mohawk is constantly educating the sales forces to continue to grow our and our value-added partners sales successes while filling the needs of Sourcewell member agencies. It's clear that not all lift manufacturers educate the sales force, which is another reason that Mohawk (not the largest lift manufacturer) continues to lead all vendors in the government marketplace. (Exhibit #4) When an order is received either via mail, fax, or email by Mohawks order management team it is matched with the area distributors/resellers quote and entered into Mohawk's ERP system. If the area distributor has that lift in their warehouse it is promptly delivered to the end customer and installed (if installation was requested). After installation the end customers "signs off" on the training and installation paperwork. This "sign off" states their staff was trained in how to safely operate the lift, and the area distributor sends that paperwork back to Mohawk's order management team. Mohawk then bills the government agency. The same applies to value added supply partners. If the lift ordered is a built-to-order lift, the area distributor and government agency will supply Mohawk's team with the signed data sheet (exhibit #24). This will act as the "build sheet" as the lift(s) are being fabricated. The order will be scheduled, and a delivery date will be communicated to the distributor and agency buyer.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service is priority #1 at Mohawk. Senior management embraces customer service so that all at Mohawk "take ownership" of the work they do. (See Exhibit #25) Mohawk believes in providing prompt responses to all customer inquiries. Telephones are answered by a live person. If a call is missed, the message is promptly responded to. Mohawk has protocols for gathering customer information and relaying that inquiry to the appropriate internal department or field service representative. Most questions are resolved in the same business day. For those that require additional time or attention, Mohawk has follow-up protocols to ensure the inquiry is completed to full customer satisfaction. As to "incentives" that help Mohawk and our dealers respond to customer service issues. (Exhibit #26) • Quarterly the entire Mohawk factory gets together for a catered lunch to go over the previous period's performance. • Mohawk "celebrates" employee anniversaries by compensating staff on their 1 year, 5, 10 (+++) years of service at Mohawk. Last spring one 40-year employee received a tenure bonus of \$4500. • Mohawk manufacturing employee incentives are based on meeting our customer service commitments for on-time delivery.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Evidenced by the longest established Sourcewell vendor and leading reporting vendor in the lift category, Mohawk is fully able to conduct business and provide products and services to Sourcewell members. Mohawk is always willing and eager to continue the relationship and growth of the Sourcewell award by EARNING the member business. Mohawk has completed transactions with member agencies nationally, requested agencies to become Sourcewell members before accepting orders and has attained 8 state adoptions of the Sourcewell award (soon to be 9 adoptions). State adoptions serve as a statewide contract in these 8 states. Mohawk continues to seek statewide adoptions nationally. Acknowledged from former contracting officer Kelly McAllister is when Mohawk attains a statewide adoption, most other awarded vendors also automatically receive the same statewide adoption although they've done nothing to earn the adoption. Whereas, Mohawk has engaged state central procurement to earn the statewide adoption. The competitive vendors and Sourcewell are the beneficiaries. Mohawk accepts this as a "cost" of Mohawk achieving another statewide adoption. Another example of willingness came about on Friday afternoon (11/17) at approximately 3PM. Steve Perlstein, Mohawk's President, received a call from Sourcewells Mike Domin. Mr. Domin inquired about Mohawk's willingness to extend our NYS state adoption for an additional year. This request came from NYS OGS (Office of General Services) at the request of OGS's Christine Anderson who works with Todd Gardner under Wendy Reitzel, the OGS director for services and commodities (wendy.rietzal@ogs.ny.gov). (Exhibit #7)

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Across Canada, Mohawk has several sales/service and installation representatives. Supply partner Hunter Engineering has 90 different reps, Westmatic has two plus independent area service and installation representatives. As previously described, all supply partners have an adequate number of representatives to cover all of Canada. An example of Mohawk's ability to provided products and Services within Canada is every Canadian Department of National defense base from the Maritimes to the western provinces have a Mohawk 50,000lb. capacity four post lift and a 26,000lb. capacity two post lift. From a Canadian federal perspective, while Mohawk has 8 highly coveted National Stock Numbers (NSN's) assigned to Mohawk by the U.S. Dept. of Defense, the Canadian Military has assigned 3 additional NSN's numbers to three different Mohawk lifts. Included, are some examples of recent Canadian orders (Exhibit#27).	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None – Mohawk can provide all products, installation, and service for all geographic areas. The more remote areas of the continent are not as easily serviced as the more populated areas, yet there is no part of North America that will not be fully served. Examples include lifts sent to Prudhoe Bay, Nome or Kotzebue Alaska or lifts shipped to Cold Lake, Alberta or CFB (Canadian Forces Base) Alert on Ellesmere Island as the world's most northerly, year-round inhabited place on earth (500 miles from the North Pole).	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All government agencies are served by the Sourcewell award. Mohawk is the longest awarded vendor of the vehicle lift and equipment category. During Mohawk's tenure as a Sourcewell vendor, we have provided Mohawk lifts, Hunter Equipment, Westmatic vehicle washers and Gray portable shop equipment to schools, universities, transit agencies, water/sewer districts, county/city/state agencies, and not for profit agencies. Mohawk has a GSA contract as well as a NASPO Valuepoint award. None of these other contracts limit Mohawk's ability to promote one MAS award over another	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Agencies in Hawaii, Alaska, US territories, and some parts of Northern Canada do have freight restrictions. Mohawk only pays the freight to the closest US port and the agencies are required to pay freight charges to their end destinations like Nome, or Kotzebue Alaska (both extremely remote areas). People who live in these remote areas are accustomed to paying more for everything based on the remoteness of their locations.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	- Contract Announcement — Mohawk intends to commence our contract opportunity by announcing the achievement in the following ways: - Corporate Website MohawkLifts.com — Prominently display the announcement on the home page top hero section of our corporate website that links to a press release describing the award and contract parameters. MohawkLifts.com is visited daily by multiple procurement agencies and end users. - Social posts — The same press release to be posted to our growing audience of subscribers on Facebook and LinkedIn. - Print materials — - Sourcewell logo prominently shown — As with previous awarded contracts, the Sourcewell logo will be prominently displayed on the back page of every product brochure, catalog, and flyer (see Exhibit #28) - Trifold brochure/print mailer — Mohawk intends to update and distribute cooperative procurement trifold brochures for Mohawk sales reps and partner supply firm's sales reps to utilize as leave-behinds when visiting with agency reps. The compact nature of the trifold also makes for an excellent direct mailer to send at fiscal year-end or the start of new budget years. (see Exhibit #29) - Trade shows — Mohawk exhibits at many national and regional government-oriented trade shows as well as sponsorship support to a variety of organizations. In both cases, Mohawk intends to prominently display the Sourcewell logo in appropriate trade exhibit and sponsorship materials. - Trade show list — With a proud history of 30+ years of participation, Mohawk intends to continue exhibiting at the American Public Works Show (now called PWX), APTA (American Public Transit Show), and NTEA Work Truck Show. Additionally, Mohawk will continue to attend several regional trade shows such as the NYC Fleet show (see Mohawk's Steve Perlstein and Sourcewell's Kelly McAllister in Exhibit #6), the New Jersey League of Municipalities, and other regional shows.

b. A true RELATIONSHIP — Mohawk deeply values the relationships formed with Sourcewell over the course of our rich histories together. It would be remiss if we did not share an anecdotal example:

For two years, Sourcewell could not acquire booth space at the NTEA Work Truck Show. Mohawk sold a 10 x 10' exhibit area at the end of our joint Mohawk/Hunter booth. This gave Sourcewell the ability to meet with its member agencies. The third year Sourcewell acquired its own booth. (see Exhibits #30 from the show).

c. Let the Sourcewell flag fly (and magnets) — Mohawk proudly displays Sourcewell flags and magnets at all appropriate trade events (see Exhibit #31).

• One year, Mr. Duhn and Mr. McAllister came to Albany to attend the NYS OGS Gov Buys show only to realize the Sourcewell flags and magnets were left behind at their previous trade show. Mohawk provided Duhn and McAllister with extra Sourcewell flags or magnets for Duhn and McAllister to give other exhibitors.

4. Email — Mohawk intends to send promotional e-mails at key times throughout the year to our growing database of existing customers and prospects. This list consists of government fleet managers, procurement specialists and purchasing agents (see Exhibit #32).

5. Trade Publications — Mohawk advertises regularly and intends to include the Sourcewell logo prominently in several government fleet trade magazines, including Fleet Maintenance, Government Fleet, and School Transportation News. (see Exhibits #33,34 & 35).

6. Association partnerships — Mohawk is a 20-year member, sponsor, and participant in the National Council of State Fleet Administrators (NCSFA).

a. A history of introductions — Years ago, Mohawk encouraged Sourcewell to join the NCSFA. After Sourcewell became an NCSFA member, it was a natural fit for Mohawk to make sure Mr. Tony Glenz was properly introduced within the association. This tradition continued when Mr. Kelly McAllister took over the contract, and in 2023 with Mr. Andy Campbell.

7. Independent pro-cooperative procurement organizations — Mohawk participates with a growing number of independent public procurement advisor organizations that facilitate relationships between buyer and supplier. They are an excellent, neutral, and informative resource for government buyers to better understand cooperative procurement to make informed purchasing decisions. Most recently, Mohawk has been listed with the following organizations:

a. Procurated — Touting over 85,000 verified government, education, and non-profit users, Procurated is a neutral ground for buyers to explore and provide honest supplier reviews for others to see. Mohawk is currently 1 of 3 lift manufacturers ranked with an average rating of 4.9 out of 5 stars based on customer satisfaction and timely responses. (Exhibit #25)

b. Pavillion — Pavillion praises its ease of use for buyers to find the right match in search results, and then explore purchasing options.

Mohawk intends to actively participate in pro-cooperative procurement organizations like these as part of its continued contract marketing strategy.

8. Easy purchasing process — When a prospect receives a Mohawk quote, they are provided with easy-to-understand reference items that include the Sourcewell award or state adoption, their agency member number, and an itemized list of products that includes their discounted and delivered Sourcewell member price (see Exhibit #22).

9. Website (GovLifts.com) — At the epicenter of Mohawk's contract marketing strategy is the use of GovLifts.com featuring Mohawk, Hunter Engineering, Gray and Westmatic products. This site is truly one-of-a-kind and is unrivaled in the vehicle lifts and related garage equipment marketplace. It provides just the right balance of educational materials, ease of use, contract terms, pricing, and product information in order for buyers to make informed purchasing decisions. Some of the features include:

a. Home Page — Map showing various contract types including alternate contracts available to public agencies. Updates are made in near real-time.

b. Easy access to Sourcewell's dedicated page — Your page includes information on Sourcewell Award Number, Terms, Products, Pricing, FAQs, Member List, and more. Nick Trout's Sourcewell Overview video has been recently added and prominently displayed under our suite of product offerings.

c. 1000's of pictures (MohawkLifts.com/pics) — An excellent due diligence resource to visually compare Mohawk offerings to other options for customers to validate purchasing decisions.

10. Mohawk is Sourcewell's #1 advocate for cooperative procurement!

Using the old NJPA (and Sourcewell) saying; There are two questions; What are you going to buy? And how are you going to buy it? Sourcewell and cooperative procurement is the answer.

When a need arises, fleet managers know what they need and the quality they seek. Yet when cooperative procurement isn't used, a bid ensues.

A "bid" is a referendum on who offers the lowest price, or largest discount. Mohawk's sales reps and partner supplier reps have been taught that an invitation to bid is an invitation to lose as well as an invitation to competitors. Too often the results are not the

		equipment the fleet manager wanted. Procurement departments purchasing at the lowest price or largest discount does not serve the needs of their agencies. With this in mind, the last component of Mohawk's contract marketing strategy includes education. Mohawk actively seeks out speaking opportunities to educate agencies on the benefits of Sourcewell and cooperative procurement.	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	1. Website Assets — Mohawk's government marketing activities are primarily centered around the in-house development, maintenance, and monitoring of following websites: a. www.govlifts.com — Its purpose is specifically for making the complex decision-making and procurement process easy for everyone who participates in the government buying chain of vehicle lifts and associated garage equipment. b. www.mohawklifts.com — For government purchasers, our main corporate website links off GovLifts.com and showcases an expanded view of each specific lift model. c. www.mohawklifts.com/pics — Also links off GovLifts.com, this site is an excellent due diligence resource to visually compare Mohawk offerings to other options in order for customers to validate purchasing decisions. Technology Used: All three sites are built in WordPress and are in accordance with web and search engine best practice standards. Content and images are tagged, keyword-rich, and assigned with optimized metadata to ensure strong page results in all major search engines. Results are monitored regularly in Google's latest business offering, Analytics 4 (GA4). Organic search is currently responsible for 73% of Mohawk's web traffic. 2. Marketing Automation — Mohawk utilizes Marketing Automation software for the following tasks and monitoring mechanisms: a. List management — We currently segment and manage a whitelist of 30,000+ existing customers and prospects consisting of government fleet managers, procurement specialists and purchasing agents. Updates are regularly contributed by Sales, Customer Support, and Marketing teams. b. Email marketing — Email is used as our primary source for government outreach in product education and promotion. All Mohawk email marketing strictly follows anti-spam hygiene and opt-out protocols. Customer questions and interest levels that result from emails are fed into, then monitored in our CRM system to become part of the customer's record. c. Lead management — When a customer product inquiry is made by web form, the type of information requested triggers specific automated actions performed within our Marketing Automation System and CRM simultaneously. All inquiries initially receive a personalized thank you email equipped with links to relevant brochure information. Concurrently, a local salesperson is notified within their CRM to manage the customer relationship, determine follow up engagements, and update the lead status as the prospect is guided through the sales funnel. Marketing Automation continues to provide additional relevant information at key points throughout the buyer's journey and is activated as the lead status changes. The goal is to provide efficient, personalized service that is rich with information, from inquiry-to-quote-to-sale-invoice-installation and beyond. 3. Inbound Marketing — Used to drive and monitor new web traffic, Mohawk incorporates the following inbound marketing techniques: a. Paid media — In addition to targeted monthly ad spend in Google AdWords, Mohawk commits to annual investments in various trade print and digital media. Digital ads are UTM-coded (Urchin Tracking Module) and frequently monitored for their effectiveness. b. Earned media — With decades-long relationships with a variety of trade publications, Mohawk is frequently asked for commentary on fleet safety and lift technology topics, provide contributing articles, as well as issue press releases when noteworthy topics arise. Inbound links from earned media are closely monitored. (Exhibit #34) c. Social media — Mohawk is currently active in growing our networks on YouTube, Facebook, and LinkedIn. Inbound links from social network posts are closely monitored. d. Referrals — Partner websites (Mohawk distributor network and product partners), directories, and representation on independent pro-cooperative sites like Procurated and Pavillion provide an ongoing flow of new inbound traffic referral sources and inquiries that are closely monitored. (New Exhibit #36) 4. Events a. Trade Shows — Mohawk exhibits at many trade shows throughout the year. Attendees contact information is captured either by a barcode scanning device service provided by the event host, or by simply collecting business cards. In both cases, the contact information is then added to our growing contact list of government fleet managers, procurement specialists and purchasing agents. b. Webinar Guest Speaker Opportunities — Mohawk is frequently asked to participate as a guest speaker for webinars hosted by a variety of trade publications and associations. Attendee lists are provided and added to our growing customer list of government contacts. A recent example is in September of 2023 at the NCSFA Conference, Sourcewell's Andy Campbell, heard a Mohawk/Hunter session titled "Keeping your fleet on the street – Advances in vehicle lifts and garage equipment technology".	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	1. Sourcewell's role in promoting contracts is making an award to the most qualified national vendors. 2. After the award, Sourcewell needs to send a few press releases to various media and websites and update the Sourcewell website showing the new award. Sourcewell should assist the 8 states that have adopted this award to again be participants on a statewide level of the previous award's extension, while the states are reviewing the new award. 3. Once awarded, Sourcewell should properly show awarded vendors on www.sourcewell-mn.gov so member agencies can view the award. Beyond the above few items, sales success in the hands of the vendors to spread the word and market (sell) the products included in the award. Nothing else is expected, as Sourcewell is not expected to be a subject matter expert in lifts and capital repair shop equipment.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	1. Mohawk does not have an e-procurement site. Vehicle lifts and equipment shouldn't be sold on a market basket shopping cart as some items can be. Mohawk's government website section dedicated to Sourcewell, (www.govlifts.com/sourcewell) shows everything an agency could want — including the contracts terms and conditions, the product, the discounted, and delivered price. 2. Mohawk was one of the early Sourcewell companies involved with Equal-Level. There is no e-procurement as lifts and equipment on this contract have members needing: - An agency site visit (as a 30' lift never fits a 20' long bay) - Verification the ceiling is adequately tall enough. - Verification that the concrete floor is adequate to safely install the lift (if the agency desires installation). - Visual Verification the members proposed lift(s) fits the vehicles (capacity and length) the member have in their fleet. 3. Mohawk believes that the face-to-face way of doing business is the best way in this marketplace for these types of commodities. Once the face-to-face visit occurs, to eliminate a chance of a mistake for a "built to order" lift, data sheets are filled out and signed off on by both the area Mohawk dealer and co-signed by the fleet director as the customer (see exhibit #24 as a silly example of a completed data sheet). 4. Information asked on the data sheet can only be assured of being correct when an experienced sales rep is at the shop location (as a 30' long lift never fits in a 25' garage bay). Everyone has heard the saying, "measure twice, cut once" the lift business is no different.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Mohawk Lift users are always trained when the member chooses to have the lift installed. Lift installations are an optional item with extra costs and vary by lift type, length, or capacity. Some members do their own installations as the more popular lifts are easy to install. Mohawks end customers are mechanically inclined and able to follow the simple instructions found in www.mohawklifts.com/ops (the website of installation and operations manuals). For lifts where the agency has chosen installation as an option, the installation comes with a "sign-off" sheet that the technicians in the garage have been trained to operate the lift. For Hunter wheel service equipment, installation and training is standard procedure provided by the area Hunter sales or service rep (totaling 900 people across the US and Canada). For Hunter equipment, ONLY when purchased through Mohawk, advanced training vouchers are included (training certificates) to attend high level training classes at one of 31 national training centers (generally vo-tech schools or colleges). Westmatic vehicle wash equipment users are trained at the end of the installation period. Other partner vendors have training available at the end of installation. Other value-added attributes. Mohawk lifts offers more value-added options than any lift company. Industry exclusive examples include: 1. The ability to make a 2-post automotive lift into a two-post turf maintenance lift. 2. A weight gauge option that shows the lift has been lowered onto the mechanical locks. 3. The wheel engaging adaptor saves time by not needing to position all four arms of a 2 post. 4. Mohawk mobile lifts permit raising a winged snowplow truck without the need of removing the wing plow. 5. A tire dolly to remove the heavy tires of a DOT type truck. 6. Mobile lifts with larger capacities (up to 240,000 lbs. or 8 columns at 30,000 lbs. each). 7. Mobile lift options such as fork-lift adaptors or front to rear adaptors rated at the necessary capacities others don't offer. Examples of all these options can be seen in exhibit #37,38, & 39 or www.mohawklifts.com/brochures. If a spare part is needed, member agencies can visit www.mohawklifts.com/commonparts. This site shows the part and pricing of 90% of any component ever needed. After the sale/installation, should a member agency require additional training for a new technician, annual lift inspections, or annual operation training (also required under the ANSI safety regulations), the area Mohawk reseller network provides these services. Per Automotive Lift Institute (ALI) bylaws, inspections are to be performed by third party service providers and not ALI member manufacturers.
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41	Describe any technological advances that your proposed products or services offer.	Mohawk's technological advantages relate to added operator safety with multiple redundant safeties, increased shop efficiency/productivity, the ability of Mohawk Lifts to fit into spaces others won't, and the longest (warranty) in the lift industry. Examples include: • Weight Gauges (A Motor Magazine top 20 Tool winner). Mohawk is the only two post lift (the most popular lifts made) offering a weight gauge to show the tech has lowered the lifts onto the mechanical locks (per ANSI standards). The gauge is an added safety to #1 show the weight is resting on the mechanical locks and not on the hydraulics (exhibit #40), #2 to aid in diagnosing vehicle performance, and #3 A visual assurance the lift is not being overloaded. • Wireless mobile column lifts: Mohawk offers capacities from 14,000 to 30,000 lbs. per column for the heaviest vehicles (few companies offer columns over an 18,000 lb. capacities). Exhibit #41 shows a list of options with the necessary capacities for the services being performed on mobile lifts. (exhibit #39 & #42) • Mobile lifts Front to Rear Bumper Adapter: This feature gives the technician the ability to leave all 4 wheels hanging free for tire and brake service. Many offer this option in a 12k-15k lb. capacity, Mohawk's capacity is 26,000 for a real truck (not just a pickup). Exhibit #43 • Mobile lift Fork-Truck Adapter Kit: rated at 28,000 lbs. where most are just rated at 10,000 and are inadequate for use on anything but small forklifts. Exhibit #44 • The only two post lifts (the most common lift type making up most of all lifts sold) offering a clear floor work area, infinitely adjustable overhead hydraulic line, or hydraulic lines routed through the garage floor to leave nothing between the posts with the shop floor or ceiling clear. As opposed to Two post shown with limited lifting height. Exhibit #45 • Two post Speedlane option: This option allows a two-post frame engaging lift to become an instant drive-on lift. This saves a technician time, increasing efficiency and shop productivity, by not needing to position the 4 swing arms under every vehicle saving 5-10 minutes per vehicle. Speedlanes have added value in educational setting as they increase lift safety as inexperienced technicians may be less careful in properly positioning the four swing arms to the frames lifting points. Exhibit #46 • While not a technological advance, the warranty of a Mohawk two post lift is 25 years structural, with a full 10-year mechanical (moving parts) warranty. The next closest in the lift industry is 2 years if installed by a Rotary Authorized installer. This gives fleet managers peace of mind knowing they're standing under a vehicle that is manufactured to the highest quality standards. Fleet managers know a Mohawk lift won't be "down" for replacement of cables, cable sheaves, plastic slide blocks or leaking/broken rubber hydraulic hoses as Mohawk does not use any of these lesser quality components in the two post lifts. If a manufacturer's goal is to manufacture a lift for less vs. the best quality product, then steel and components aren't sacrificed. As a factual comparative, a 10,000 lb. capacity Mohawk 2 post lift weighs 2500 lbs. when shipped. A Rotary lift weighs less than 1,400 lbs. The Mohawk advantage lies in a lift that lasts and has no down time. Every, and any model or capacity of Mohawk Lifts offers features that others do not. These range from increasing end user shop throughput speed for efficiency to options and capacities not offered by other lift companies (included all options brochure exhibit #47). A Mohawk advantage is the lift is built to the highest level of safety as safety is not an option. Shown are comparative images of a top-down view of the construction of 2 competitive brands vs a Mohawk Mobile Column lift (Exhibit #48). Additionally, Mohawk mobile lifts come with retractable wheels as standard equipment and some brands are optional. (Exhibit #49). Safety is not an option, nor would anyone go weightlifting wearing roller skates vs. a stable set of shoes on the floor. Mohawks long term joint venture supply relationships with complimentary manufacturers (Hunter, Gray, and Westmatic) bring added value to Sourcewell members and to Sourcewell. The cross relationship of providing a Mohawk Lift to a member agency often leads to the sale of a Gray floor jack, Hunter tire changer or visa-versa increases member usage, increases statewide adoptions and Sourcewell reported spend.
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Mohawk manufactures lifts that last much longer than other lifts. The Mohawk engineering design reduces the amount of replacement lifts, parts and waste directed into landfills. Mohawk utilizes many green initiatives in the manufacturing and packing process including: • #1 Reusing and recycling shipping materials. • #2 Sourcing from local and domestic suppliers with minimized packaging methods. • #3 Mohawk machine shops suppliers ship products in reusable wire baskets vs cardboard boxes piled on a wooden pallet (Exhibit #50) • #4 See Mohawk's Sustainability initiatives that discuss product lifecycle, supply chain management, facility/people, recycling, and waste Exhibit #51. Examples are: • Every product has a cost of ownership. Mohawk Lifts have the lowest cost of ownership as parts found on the most common two post lifts (rubber hydraulic hoses, lifting cables, plastic slide blocks) are not engineered into a Mohawk lift (see Dare to Compare exhibit #52). These lower quality materials (lower cost to manufacture) cost lift users hundreds if not thousands per year. Mohawk is built to last, creating less scrap metal, less waste, and lower maintenance due to the amount of replacement parts not needed. • As a US manufacturer, Mohawk is not using fuel to bring lifts and components from China (also meaning minimal supply chain delays during the few years of Covid) as opposed to most lifts which are "assembled" (or branded) in the US, Mohawk is a true manufacturer (Exhibit #53). Sourcewell's Mr. David Duhn and Kelly McAllister have both been to the Mohawk factory to witness Mohawk is a fabricator vs. an assembly shop of foreign made lifts. • Mohawk Lifts recycles the shipping tubes (meant to protect the lift in transit) again and again as opposed to welding, drilling, cutting, and throwing away shipping tubes. At times, when customers agree to return the shipping tubes vs throw in a dumpster, Mohawk passes on the cost savings of these to the customer (i.e., NYS Canal authority and the 36 shipping tubes that were used again on different lifts). Sourcewell should be assured the shipping tubes mentioned are not part of the lift, just a protector for shipping and not a structurally integral part of the lift. Using the shipping tubes over and over saves steel, labor, welding smoke and passes costs saving to the end users. • Mohawk recycles all steel, electric motors, recyclable trash, and cardboard. The Mohawk factory has two cardboard dumpsters while the office has multiple 90-gallon paper recycling bins. All bottles, plastic or cans go to a recycling bin vs. the trash bin. • Mohawk Lifts are shipped with a minimal amount of packaging materials (which end up in a landfill). Images in Exhibit #54 are comparatives of a Mohawk lift that weighs 2500 lbs. yet only has 4 pieces of recyclable banding, plastic wrap, two 4" wood blocks, recycle OSB wood to protect in shipment and a single cardboard box as waste. The opposite picture is the total amount waste of a standard automotive lift upon unpackaging.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	There are no eco-lab certifications for lifts or any of the offered capital garage equipment. Due to the 25-year warranty and longer lifecycle (with minimal parts to be replaced) the state of WA in 2006 referred to Mohawk as a green manufacturer. This designation allowed Mohawk to exhibit at the Green Truck Summit section of the Work Truck show for years and allowed Mohawk to participate in the Washington Green Fleet Expo (Exhibit #31). The design of a Mohawk lift eliminates the parts needed to be replaced on other lifts. This means less cost, no downtime, and no annual maintenance bill to replace cables, plastic slide blocks, cable rollers and rubber hoses as Mohawk doesn't design lifts with these lesser quality components. The exhibit #55 titled steel bag is a comparative of lifts of Mohawk components vs. other lift brands. Included is the front page of the ANSI recognized Automotive Lift Institute "Lifting it Right booklet". Page 29 shows the maintenance items found on most lifts. The items circled are not found in any Mohawk designs, the cables shown are only warranted for 1 year, while the Mohawk chain is warrantied for 10 years. (Exhibit #56)

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Mohawk is no longer a small business, nor a veteran owned, woman owned, or minority owned business. Yet as a manufacturer in NY, who holds a NYS state contract (Sourcewell based) Mohawk is required to do everything possible to direct business to WMBE and SBE companies as required by New York State. Mohawk purchases steel from a federally certified SVDSBE (service veteran disabled small business enterprise). Please see exhibit #57 from steel supplier T&T Materials Inc. Another example of Mohawk's diversity is the email (exhibit #8) from the state of North Carolina leaving the NASPO award after 15 years to adopt the Sourcewell award. Per North Carolina's Mr. Bahaa Jizi this is based on the woman owned status of Mohawks North Carolina based reseller. Mohawk actively seeks woman owned/minority owned resellers, supply companies, lift installation providers and all diverse business entities (printing, cleaning, painting, promotional materials).	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Mohawk offers the following unique industry attributes: • Product Quality is heads and shoulders above other lift providers (Exhibit #58) • Product Warranty provides Sourcewell members with the best value for their procurement dollar and the longest warranty in the lift industry. • Product Manufactured within the United States, meeting the FTA (Federal Transit Authority) Buy American requirements (see exhibit #16 a scoring metric from a former NASPO award as to which lift suppliers do and do not meet the FTA Buy America clause). • Mohawk offer features that no other lift manufacturer offers to make a shop more productive and efficient, ex: Speedlane, turf kit, and wheel engaging adaptor for the two post models or (Exhibit #59) mobile lifts options in capacities others do not offer (exhibit #41). • Product reliability and longevity (see letter from NYPD deputy Commissioner Robert Martinez or Mohawks www.procurated.com reviews Exhibit #20) Mohawk offers the largest variety of lifts to service all cars, mid-sized trucks, and larger trucks than any lift manufacturer. Add to this product variety, the industry exclusive options (Speedlane, Wheel Engaging adaptors, and weight gauge for two post lifts), the only US made parallelogram lift, and the heaviest capacity vertical rise, mobile, four post, and two post lifts. Mohawk offers complimentary products ranging from Hunter tire changers, wheel balancers, alignment machines, Gray portable shop equipment and the Westmatic large vehicle washes. For this RFP, Mohawk is adding the following machines as found in every repair garage: • Miller welding machines, • Liftpoint material handling service lifts (A two-year-old, unique and patented product) • Worky exhaust evacuation equipment and shop cabinets/benches • CAES refrigerant machines to service a vehicle air condition system. • Legacy Air Compressors Mohawk has been serving Sourcewell members for the past 14 years. Mohawk is the sales leader in the government marketplace (see exhibit #4) of Sourcewell sales, GSA sales and NASPO sales. Mohawk Lifts and the related complimentary products is why Mohawk is the #1 vendor in the category of spend and statewide adoptions. From senior management down, Mohawk and our supply partners believe in and have embraced cooperative procurement. We teach it, write about it, and make sure our field sales force is ready to use contract sales. Sourcewell's Tom Pertula (Sr. Director of Cooperative Purchasing) believes that despite not being the largest or oldest Sourcewell vendor that Mohawk brings "more" knowledge, experience, and proven ability to the table. Mohawk's President, Steven Perlstein has been a member of the Sourcewell vendor advisory council for the past 8-10 years. Steve shares his knowledge, discussing statewide adoptions, networking, being a panelist at H20, increasing membership for Sourcewell and teaching newer awarded vendors and their field sales staff to make the most of the Sourcewell award with Mohawk as the lead.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	Yes, all products are covered. Exhibit #60 is Mohawks warranty. This warranty shown at the ending pages of the list price sheet, which is posted on www.govlifts.com/souurcewwell (across from the terms and conditions approx. 2/3rds of the way down the page). https://mohawklifts.com/library/Mohawk_Warranty_04.05.21.pdf Different lifts have different warranties. As stated, the overwhelming most popular lift is a two-post side by side, which Mohawk offers an industry leading 25-year warranty on the structure, backed by a 10-year warranty on the moving parts (roller bearings, chains, safety release lever, safety release cable, etc.). To best understand the quality and longevity difference of a Mohawk two post lift, please see exhibit #58.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. There are no usage restrictions. Examples are several garages that run 2 or 3 shifts per day. NYPD, FDNY, and NYC Sanitation all have 32+ year old Mohawk lifts. These garages operate either 2 or 3 shifts per day. Please see exhibit #20 from NYPD former deputy commissioner Robert Martinez. These lifts have 60+ years of usage and are still going strong every day.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, situation and product dependent. If a customer forgets where the "up" (or down) button is after being trained, the local representative might charge the agency if a special trip is needed. This can be handled easily over the phone, via virtual meeting or email. The operator is also able to read the instruction manual that was included with purchase or can be found online at www.mohawklifts.com/ops. If the issue is a defective part, Mohawk pays the local installer/service provider, and the user (agencies) don't receive an invoice.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Mohawk can provide 100% coverage in the lower 48 states of the US. Alaska and Hawaii are remote, as our rep in Alaska lives in Anchorage and doesn't travel to Juneau, Nome, or Prudhoe Bay every week. The same applies to parts of Hawaii and areas in Canada. Mohawk is more established in the US than in Canada. We know 90% of the Canadian population lives 100 miles from the US border, yet there are Mohawk lift installations in remote places like Cold Lake Alberta the Yukon or CFB Alert (the northerly most year-round inhabited place on earth). A service call to Cold Lake Alberta or Nome Alaska doesn't happen overnight, yet for 40+ years we've handled most service issues over the phone. In remote areas customers know the reliability of Mohawk. They buy Mohawk recognizing there are not 10 service centers to show up in an hour. Remote agencies buy Mohawk for quality, reliability, and longevity. As a manufacturer, Mohawks factory employed service team handle most service questions over the phone. Customers are also able to email Mohawk at service@mohawklifts.com. After hours the Mohawk telephones are answered by an outside answering service up until 6PM Pacific time. The answering service will call one of the service staff after hours to return a customer's call.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The Mohawk value-added supply partners (Hunter, Gray, Westmatic, etc) each cover service directly with their service departments. Mohawk only partners with the highest quality manufacturers in their respective fields. If not, the marginal quality of other manufacturers' products may reflect on Mohawk and future lift sales.	*

51	What are your proposed exchange and return programs and policies?	Lifts are not generally a returnable item. Precautions are taken in advance of shipping as every 4 post, mobile, parallelogram or large two post is fully set up and made operational prior to leaving the factory. Lifts are big, heavy to move and expensive to re-ship. These are the reasons every lift has detailed specs on the back page of each flyer (emailed and a hard copy is mailed when a customer inquiries). See exhibit #61 for a typical product flyer and the back page for specs and measurements. An example of great customer service (not the fault of Mohawk) is the 50,000 lb. capacity four post lifts Pinellas Transit purchased. After installation Pinellas Transit asked Mohawk to exchange 24" wide runways (which they acknowledged they ordered) for 32" wide runways. Pinellas paid freight in both directions and paid extra fees to exchange the 24 for 32" wide platform. In the lift industry large lifts are built to order. No lift industry manufacturer keeps every model of large 4 post, vertical rise, or parallelogram lift in stock. This is because each lift is different. These built to order lifts require a "data sheet" (a build sheet). Exhibit #24 requires the signature of both the using agency and the Mohawk representative. The data sheet asks certain questions about the lift, the facility, the options, track lengths or widths. In 30+ years of requiring data sheets, only one time did a reseller measure the bay length incorrectly, causing the runways to be returned, welded shorter and resent to the agency. One mistake in thousands of lifts is a very good average	*
52	Describe any service contract options for the items included in your proposal.	None. The ANSI (American National Standards Institute) requires lifts to be inspected annually. Per the ALI (Automotive Lift Institute) independent inspectors must perform these inspections. ALI feels that if lift manufacturers were to perform the annual inspections, it's akin to the fox guarding the hen house. I don't believe any ALI member inspects their own lifts as this has been an ongoing discussion within ALI, and this was a topic at a recent ALI membership meeting.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30 days from invoice date. Mohawk will extend payment terms in cases of statewide adoptions or an agency term being 45 or 60 days. Mohawk accepts checks, wires, ACH payments, and p-cards. Mohawk also allows financing if the member agency is using a finance company such as Sourcewell awarded vendor NCL (National Cooperative Leasing).	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Mohawk offers financing through National Cooperative Leasing (NCL), a Sourcewell awarded vendor. The NCL Alternative Funding Solution video is displayed at the bottom of Mohawk's Sourcewell webpage (https://govlifts.com/sourcewell/). Mohawk assists with connecting the agency to the proper person at NCL to start the paperwork process if using financing. NCL is also an awarded Sourcewell Legendary Leader award recipient.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Exhibit #22 is the quote proposal we send member agencies (which includes the agencies Sourcewell member ID) a brief set of terms and conditions, and the product the member asked about. Included in this exhibit is the PO that was generated from the proposal. Likewise, the terms and conditions can be found on our website about ¾ of the way down on the page. www.govlifts.com/sourcewell.com.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Mohawk accepts P-Cards as payments. No, there are no additional costs associated with the use of P-Cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Mohawk and all supply partners have a published list price. Mohawk and all supply partners offer a discount percentage off MSRP (list price). Over the 14 years of being an awarded Sourcewell vendor, Mohawk's prices have changed but the discount percentage off list price remains consistent. Prior to posting new prices on www.govlifts.com/sourcewell, a Product and Pricing request has been submitted to Sourcewell and only after approved, does Mohawk make the price changes to this website. Mohawk, Gray, and Westmatic have one discount percentage off list. Hunter, discounts vary based on either the product category of A; light duty or B; heavy-duty products. - All offered prices include delivery to Sourcewell members in the 48 continental states (AK, HI and Canadian customers pay freight from the closest shipping or border crossing). - All prices include the proposed 1.4% Sourcewell administrative remittance. - Every companies products have a specific part number (SKU), which is included in the uploaded price list of each supplier. - The list, discounted prices, and SKU #'s can all be seen on www.govlifts.com/sourcewell. - Unlike other vendors who have different prices, don't include freight costs, or have varying freight terms and conditions on other MAS contracts, Mohawk's GSA, Sourcewell, NRECA and NASPO prices are all the same. Mohawks consistency is why states choose to adopt Sourcewell as the basis of award when considering a statewide adoption. All Sourcewell needs to do is visit www.gsaadvantage.gov or Portfolio Details - NASPO ValuePoint to realize that some Sourcewell lift vendors don't include freight for Sourcewell yet they do with NASPO. Or the pricing on a GSA award, vs a Sourcewell award vs. a NASPO award are all different. With Mohawk the sole difference is the administrative remittance which Sourcewell has lowered to equal NASPO when we seek a statewide adoption.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Mohawk Lifts – 15.68% off List Price Hunter Engineering – Light Duty Products 21.91% off List, Heavy Duty Products 10.75% off List Gray Manufacturing – 10.77% off List Price Westmatic – 10.77% off List Price Miller Welding - Low Capacity Products 19.37% off List Price, Heavy Capacity Products 10.01% Off List Price Liftpoint USA material handling service lifts – 8.74% Off List Price Legacy air compressors – 10.77% off List Price Worky exhaust evacuations and shop work benches - 10.77% Off List Price CAES air conditioning (AC) freon reclamation - 16.35% off List Price	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Mohawk does offer volume discounts on the most popular two post lifts and at times with large orders (ie. Delaware DOT) has lowered the pricing to the agency.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In our years as a Sourcewell vendor this has happened very infrequently. If it does occur the calculation for the sourced item is cost +10% + the 1.4% administrative fee.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	In keeping with Mohawks best value proposition and unlike most lift manufacturers 1. When Mohawk ships a lift, truck adaptors (required to be used when raising a pickup or work truck) are standard equipment vs. optional equipment as charged throughout the lift industry. Truck adaptors are needed if lifting any vehicle beyond a passenger car. (Exhibit #62) This picture taken from under a pick-up shows the silver-colored truck adaptors making the connection between the four swing arms and the truck frame that are included as standard with every Mohawk lift. A few of the extra truck adaptors not in use can be seen mid-height mounted on the columns. 2. Mohawk lifts come with an electrical cord attached with a	

male plug pre-wired, and the female plug in each parts box. Most lift manufacturers do not include the wire or both halves of the electrical plugs.

3. Mohawk Lifts are shipped with a special low temperature rated hydraulic fluid already in the power unit. Most lift companies do not include hydraulic oil.

4. Mohawk's DC (battery operated) mobile lifts includes two high quality US made deep cycle, gel filled marine type batteries with the lift, vs. some lift brands that don't include batteries and make the customer provide the batteries (of a good or poor quality).

As stated, some agencies choose to install their own Mohawk lifts, others choose to have it done for them. There are no flat percentage costs of installing a lift. Some lift installations can take a ½ day, some 3 days plus for the largest 48' long lifts. When requested, installation is quoted as a separate line item by Mohawk, yet the service is performed by the local reseller and added to Mohawk's Sourcewell proposal.

Self-installation by a member has no effect on the warranty. The people who use lifts are quite mechanical. The most common lifts sold take just ½ a day to install.

If a member agency chooses to have the lift installed, it is done by the area installation and service provider.

There are occasionally special conditions beyond a "normal" installation and are considered a "nonstandard" Installation. These consist of:

- Permanent electrical wiring to the lift - Mohawk nor our field reps are licensed electricians in every state/city/county and cannot do permanent electrical wiring.
- Concrete work – if a shop floor is not thick enough to safely anchor the lift and a member requests Mohawk to pour a new concrete floor. Mohawk cannot pay to pour a new concrete floor. Concrete requirements are stated on the back page of every brochure yet 99% of the time shop floors are adequate for installation. The local Mohawk representative pre-site visit is what tells us the floor is of good quality or if not are able to assist the customer in sourcing a vendor for concrete work.
- Disassembly of existing Lift - If a lift is ordered and there's another lift already in that garage bay. At times, Mohawk's local representative is required to disassemble and install the existing lift in another bay (disassembly takes as much time as assembling a new lift). In some cases, Mohawks' local service provider is requested to disassemble and dispose of an existing lift.
- Forklift Rental needed for Installation - An option most member agencies avail themselves of to save procurement funds is assigning an agency employee to drive the agency forklift and position the heavy pieces. Most members have a forklift. Mohawks installers do not drive a member's forklift. However, when the member assigns a person to position the parts, then Mohawks local installer can save the agency the cost of renting a forklift (sometimes 2 for the longer vehicle lifts). If the member agency isn't willing to use their forklift, then one (maybe two) must be rented by the local installer.

Installation and Training of Hunter equipment is included in the contract price of Hunter Products.

Installation and training of Westmatic equipment is a separate cost and quoted as a separate line item by the supplier or local dealer as part of the Sourcewell proposal.

Installation of LiftPoint USA lifts is optional.

Installation of Legacy air compressors is optional.

		Miller welders require no installation. Installation of Worky exhaust evacuation equipment and assembly of Worky cabinets and benches is an available option (site dependent).	
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Mohawks freight policy (and all joint venture supply partners of the award) has always been FOB delivered to anywhere in the lower contiguous 48 states. Freight is not an extra charge, nor are there extra fees to remote areas of the US. For agencies in Alaska, Hawaii US territories or Canada, Mohawk prepays the freight to the ports of Seattle, Long Beach, Miami, or nearest border crossing with the remaining ocean freight and over-land delivery charges borne by the using agency.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As described in response #62, freight to Alaska, Hawaii, US territories or Canada is FOB freight prepaid to the desired port of departure in the 48 continental U.S. For all of Canada, Mohawk pays the freight to the US/Canada border where the member becomes responsible for additional freight charges to any of the provinces and the destination.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The most common two post lifts are often stocked in the warehouses of the area resellers. To expedite delivery for the member agencies, Mohawk often accesses that inventory for immediate delivery. Our resellers generally know a member is about to purchase as it likely they who sold the lift. When Mohawk accesses the inventory of the area resellers, member agencies benefit in the form of faster delivery and resellers benefit from faster inventory turnover. Other lifts are built to order (BTO). For these models, when a purchase order and a member signed data sheet (exhibit #24) is received Mohawk begins fabrication. Upon completion the lift(s) ships to the agency. As the lift was sold by the area reseller, Mohawk keeps the reseller informed so they can schedule installation (if desired by the member) immediately upon arrival	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	While our area reps sell, they do not create the quotes. All MAS awards have Mohawk as the awarded vendor and Mohawk's internal team prepares all the proposals for Mohawk's dealers and supply partners nationally. Mohawk's internal sales team provide the Sourcewell contract details on every Sourcewell member's proposal, the Sourcewell member ID number, and an individual quote number. This ensures proper pricing. Mohawks internal teams are provided with a quote template that automatically imports correct pricing. Sourcewell members also have 24/7 access to current pricing on www.govlifs.com/Sourcewell. As a requirement of other MAS contracts, this website is kept up to date with current pricing. Mohawk's ERP system allows Mohawks order management team to record received PO's, giving each PO a designated sales order number that continues to be referenced until turned into an invoice. The sales order allows Mohawk to store the Sourcewell member ID, the customer's billing address, shipping address, and all required reporting information. This method of sales/auditing and assigning POs to the proper MAS award is why Mohawk always receives perfect scores (see exhibit #63) from the Federal GSA. This system makes quarterly reporting simple as orders can be segregated into dealer sales, private sector sales, GSA sales, Sourcewell sales, NRECA sales or NASPO sales. All MAS contracts and certain national accounts seek quarterly reporting. To ensure absolute accuracy in reporting, the independent dealer networks have been taught that Mohawk Lifts is always the named vendor of record for every transaction. This method leads to 100% reporting accuracy. Simply stated, dealers sell, and invoice private sector garages while Mohawk always invoices the public sector. This requirement is written in the annual Mohawk dealer contract and dealers must comply with the requirements of the different MAS awards reporting. As references of timely and completed reporting please ask Mohawks current or former Sourcewell's contract development administrators Mike Domin, Kelly McAllister or Tony Glenz. Mohawks original point of contact has retired. As a 14-year experienced Sourcewell vendor, Mohawk understands the importance of being punctual with all obligations as reporting and payment of administrative remittance is the responsibility of being a complaint vendor.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	• Mohawk has an internal weekly sales report showing which government sales (by model and amount) went through the Sourcewell award. • Quarterly reporting to Sourcewell (which recently hit an all-time quarterly high). • Mohawk checks our regional sales rep's performance to determine if certain models shipping to government agencies are being sold through any other method besides contract sales. If not, that region is contacted on their performance and if further action is needed, a refresher class of Sourcewell and contract sales happens.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	To keep the contract consistent with Mohawks 3 previously awarded contracts, Mohawk again proposes a 1.4% administrative fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Mohawk has offered a wide variety of capital equipment for the Sourcewell member agency garages. The below equipment offering is found in the overwhelming majority of automotive (or truck) repair garages. (Exhibit #1) • Mohawk light, medium and heavy-duty lifts of various types and capacities (exhibit #71) to raise and service any vehicle. • Hunter Engineering, supply partner of 22 years, offers a complete line of wheel service equipment including tire changers, wheel balancers, brake lathes, alignment racks, ADAS machines and test equipment. Hunter has been a Sourcewell supplier with Mohawk for 14 years and 3 contract periods. • Gray Manufacturing offers a full line of portable shop equipment ranging from floor and transmission jacks to a smaller capacity mobile lift, shop presses and jack stands. Gray has been a Sourcewell supplier with Mohawk since the original NJPA award of 14 years ago. • Westmatic Corporation offers a full range of large vehicle washing equipment. Westmatic was a supplier for the first NJPA award with Mohawk in 2009. Mohawk reports millions in annual agency usage. New offerings include: • Worky brand of exhaust evacuation and garage work benches. • Miller Welding machines • Liftpoint material handling service lifts (for servicing material handling equipment) • CAES vehicle air conditioning service equipment. • Legacy Air Compressors Sourcewell seeks an award with the breadth and scope to satisfy the needs of member agency garages. The Mohawk Lift offering of capital equipment permits members to access the discounted and delivered prices of the most common pieces equipment found in any garage. The five new suppliers have expressed a keen interest in working with an experienced Sourcewell supplier who is willing to teach these companies and their sales teams how contract sales serve government facilities while also growing their government market share. Acceptance of these new products under the Mohawk award puts Sourcewell at a huge advantage over the NASPO vehicle lift award. NASPO doesn't offer these 5 new categories. This advantage will lead to additional statewide adoptions. Examples include state level adoptions in GA, NV, MO, NY and soon to be NC. These 5 states withdrew from the NASPO vehicle lift contract and established a Sourcewell adoption to better serve their state agencies and political sub-divisions with more choices of equipment. One state wants to adopt the Mohawk award yet cannot based on state procurement statute of only being able to participate with the highest scoring vendor of a cooperative contract. Mohawk did not have the highest score on the prior award. Hopefully, increasing the Mohawk offerings plus Mohawk Lifts safety, quality, best value proposition, and continued sales leadership will allow Mohawk to finish as the top scoring vendor.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	#1 Mohawk Vehicle lifts and related accessories #2 Wheel service equipment (tire changers, wheel balancers, aligners, brake lathes, test equipment) #3 Westmatic Large vehicle washers #4 Gray Portable shop equipment (floor jacks, jack stands. shop presses, filter crushers, bumper lifts) #5 Miller welding equipment and accessories #6 CAEUSA/Texa freon exchange (AC machines) equipment #7 Legacy Air Compressors #8 LiftpointUSA material handling lifts and accessories. #9 Worky exhaust evacuation equipment and garage work benches and cabinetry.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Vehicle lifts	☒ Yes ☐ No	Mohawk US made lifts have the lowest cost of ownership, the widest range of lift types, lift capacities (7,000 to 240,000 lbs) and offer more options than any other lift company. Mohawk Lifts is an experienced Sourcewell vendor and leading supplier in this category for 14 years..	*
72	Diagnostic equipment	☒ Yes ☐ No	Supply partner Hunter Engineering offers diagnostic equipment to determine alignment, steering, braking, tire wear plus the largest offering of wheel balancers, tires changers, brake lathes, alignment racks, ADAS (Advanced Driver Assistance Systems) and a full offering of heavy truck equipment. Hunter is US made & the largest manufacturer of this type of equipment.	*
73	Stationary air compressors and ventilation systems	☒ Yes ☐ No	Mohawk offers the full line of Worky exhaust evacuation products, reels, hoses, blowers, and fans to serve automotive or heavy duty applications	*
74	Garage tooling and equipment	☒ Yes ☐ No	1. Mohawk's offers the Miller brand of welding equipment (as every public sector garage has a welder). 2. Gray Manufacturing line of portable shop equipment which ranges from floor jacks & jack stands, shop presses, transmission & floor jacks	*
75	Vehicle wash systems	☒ Yes ☐ No	For the 14 years when NJPA started this category Westmatic large vehicle washes have partnered with Mohawk to supply school bus, transit, & various types of large vehicle washes to Sourcewell member agencies. The 8 states that have adopted the Sourcewell contract all have Westmatic available.	*
76	Related parts, supplies, and accessories related to the offering of 71 - 75 above	☒ Yes ☐ No	Mohawk & all supply partners offer a variety of accessories to broaden the scope of the vehicles being serviced & options needed.	
77	Installation, repair, and maintenance services related to the offering of 71 - 75 above	☒ Yes ☐ No	Mohawk through our national network of independent resellers, distributors, installers have always offered installation of lifts. The same group of resellers all have repair, service, and maintenance departments. These are the same companies that become the annual inspector of the lifts to meet the ANSI standard of independent annual lift inspections.	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Pricing.zip - Thursday December 07, 2023 16:21:01
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday December 07, 2023 16:19:34
 - [Marketing Plan/Samples](#) - Marketing Plan-Samples.zip - Thursday December 07, 2023 14:37:41
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Thursday December 07, 2023 14:38:13
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Docs.zip - Thursday December 07, 2023 14:38:30
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine O'Reilly, CFO, Mohawk Lifts LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_121223_Vehicle_Lifts Wed November 15 2023 03:04 PM	☒	1
Addendum_1_RFP_121223_Vehicle_Lifts Tue November 14 2023 04:21 PM	☒	2



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donna Osmon, Senior Administrative Assistant, dosmon@columbiatn.gov 931-560-1472

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AMENDMENT TO WELLS FARGO COPIER CONTRACT.

RECOMMENDATION: Approve and authorize the mayor to sign an amendment to the Wells Fargo copier contract for Public Works.

INFORMATION: City Council approved funding in the FY26 budget for a 36-month lease contract with Novatech, funded by Wells Fargo, on April 10, 2025. An undisclosed monthly charge of \$10.00 per month was included in the contract and is being removed at the request of Public Works, requiring an amendment to the contract.

CERTIFICATION:

ATTACHMENTS: Staff Report; Wells Fargo amendment

Amendment

Wells Fargo Financial Leasing, Inc. | PO Box 3072 | Cedar Rapids, IA 52406-3072

Agreement: 603-0305883-000

THIS AMENDMENT, (the "Amendment") entered into this date August 8, 2025 by Columbia, City of DBA City of Columbia Public Works ("Customer") and Wells Fargo Financial Leasing, Inc. ("Company"), amends the above-referenced Agreement entered into by the parties, together with any and all prior amendments thereof (hereafter the "Agreement"). All capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings given to such terms in the Agreement.

Company and Customer have agreed to amend the Agreement as follows:

1. **FEE CHANGE.** Effective with the payment due on August 20, 2025, the "supply freight fee" or "fuel/freight fee" charged and **collected** by Lessor, on behalf of the supplier, in connection with the Agreement shall be reduced to \$0.00 per month.
2. **PAYMENT REDUCTION.** As a result of a change in the service or maintenance amount billed by Lessor on a pass-through basis on behalf of the supplier, effective with the payment due on August 20, 2025, the scheduled periodic payment due under the Agreement shall be reduced to \$267.97 every month, which payment is in addition to applicable taxes and other charges provided in the Agreement.

Except as specifically amended herein, all other provisions of the Agreement shall remain in full force and effect.

In the event Customer shall fail to (A) sign and return the original of this Amendment to Company within five (5) days of receipt or (B) contact Company to dispute the terms of this Amendment within five (5) days of receipt, Company shall assume that (1) Customer has agreed to these terms, and (2) the terms of this Amendment shall be enforceable against Customer and Company.

Wells Fargo Financial Leasing, Inc.

By: Heather Flynn

Title: Customer Service Representative

Date: 08/08/2025

Columbia, City of DBA City of Columbia Public Works

By: _____

Title: _____

Date: _____

Approved as to Legal Form:

Jake Hubbell
Jake Hubbell, City Attorney



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 AGREEMENT FOR A CONDITION ASSESSMENT OF CARTERS CREEK FORCE MAIN BETWEEN THE CITY OF COLUMBIA AND WATER MANAGEMENT SERVICES, LLC IN THE AMOUNT OF \$100,000

RECOMMENDATION: Approve.

INFORMATION: The agreement for Carters Creek force main condition assessment is to determine the effects of potential corrosion on the existing piping. Services to be provided by Water Management Services, LLC include the evaluation of the force main, make recommendations for addressing identified issues, preparation of construction plans and specifications for the identified corrective actions as are deemed appropriate for review and approval by Tennessee Department of Environment and Conservation of constructions plans and other required construction permits.

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

ATTACHMENTS: Staff Report, Water Management Services, LLC, Agreement.

**AGREEMENT FOR
CARTERS CREEK FORCE MAIN CONDITION ASSESMENT
AND FORCE MAIN MODIFICATIONS**

Agreement for Engineering Services between the City of Columbia and Water Management Services, LLC, Consulting Engineers, 2 International Plaza; Suite 401, Nashville, Tennessee 37217. This Agreement is entered into on the ____ day of _____, 2025, by and between Water Management Services, LLC, hereinafter called the "ENGINEER" and the City of Columbia, Tennessee hereinafter called the "OWNER".

WITNESSETH:

WHEREAS, the **OWNER** desires to enter into an agreement with a qualified consultant engineering firm for a condition assessment of the existing ductile iron force main to determine the effects of corrosion on the existing piping.

WHEREAS, services to be provided by the **ENGINEER** shall be to oversee the evaluation of the force main at selected locations, make recommendations for addressing identified issues, preparation of construction plans and specifications for the for the identified corrective actions as are deemed appropriate for review and approval by Tennessee Department of Environment and Conservation of construction plans and other required construction permits.

NOW, THEREFORE, for and in consideration of certain compensation provisions hereinafter specified, the **ENGINEER** agrees to do, at their own cost and expense, all of the engineering work as hereinafter specified under Article III - Scope of Services of this Agreement.

ARTICLE I - RESPONSIBILITY OF THE ENGINEER

The **ENGINEER** is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Agreement. The **ENGINEER** shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

The **OWNER'S** approval of reports and incidental work or materials furnished hereunder shall not relieve, in any way, the **ENGINEER** of responsibility for the technical adequacy of his work. The **OWNER'S** review, approval, acceptance, or payment of his work shall not be construed as a waiver of any rights under this Agreement or of any cause for action arising out of the performances of this Agreement.

ARTICLE II - RESPONSIBILITY OF THE OWNER

Furnish to the **ENGINEER** copies of all resolutions and other documents pertaining to the work covered by this Agreement and appropriate funds necessary to pay the **ENGINEER** for work performed.

Provide the **ENGINEER** by placing at his disposal available information pertinent to the services to be rendered. Provide for the excavation of the force main as required to allow for the testing of the pipe thickness.

Examine all studies, reports, proposals, and other documents presented by the **ENGINEER** and render decisions pertaining thereto so as not to delay the work of the **ENGINEER**.

ARTICLE III - SCOPE OF SERVICES

Authorized engineering services performed by the **ENGINEER** under the Agreement shall include the services as hereinafter specified under Division "A" through Division "D" of this Agreement.

DIVISION "A" – PRELIMINARY DESIGN PHASE

Services performed by the **ENGINEER** under this Division "A" shall include the assembly and review of records and drawings as well as onsite testing of the force main thickness, personnel interviews, and other information gathering methods to facilitate the Design Phase.

DIVISION "B" - DESIGN PHASE:

Upon authorization of the **OWNER**, the **ENGINEER** shall provide the following:

1. Prepare final plans and specifications including bidding and contract documents;
2. Upon approval by the **OWNER**, submittal of the plans and specifications to the Tennessee Department of Environment and Conservation; and

DIVISION "C" - PRE-CONSTRUCTION PHASE:

Under this division, the **ENGINEER** shall include:

1. Assisting the **OWNER** in the acquisition of easements, if required;
2. Assisting the **OWNER** in obtaining necessary permits;
3. Assisting the **OWNER** in procurement of construction contracts including:
 - (a) Soliciting bids from contractors;
 - (b) Clarifications of drawings and specifications for bidders by issuance of contract addenda, as required.
4. Assisting in the pre-construction conferences to include discussions of the following:
 - (a) Responsibilities of the **OWNER**, contractor(s), and other involved parties, and
 - (b) Performances and payment schedules.
 - (c)

DIVISION "D" - CONSTRUCTION PHASE:

Under this division, the **ENGINEER**, if authorized, shall include:

1. When requested, provide site visits to confer with the **OWNER**, the **OWNER's** field personnel, and the Contractor on construction progress and/or problems.
2. Reviewing of Contractor submittals and shop drawings on materials to be incorporated in these projects.

ARTICLE IV - PERIOD OF SERVICE

Division of Engineering Services	Start Date	Completion
Preliminary and Design Phases	Upon Execution	240 days
Construction	Upon Authorization	

If, without the fault or negligence of the **ENGINEER**, the performance of all or any part of the work is suspended, delayed, or interrupted by an act of the **OWNER** or any government agency, an adjustment may be necessary in the cost of and time for performance of such an Agreement. Such amendment to the Agreement shall be negotiated between the **OWNER** and **ENGINEER** to establish a modified amount and the amount shall be set forth in writing accordingly.

It is understood and agreed by the **OWNER** and the **ENGINEER** that the cost ceiling established in Article V - Compensation - for the services designated in Article III is based upon the completion of the engineering services with the periods set forth herein. Should any other conditions outside the control of the **ENGINEER** create a need for a longer period, all or part of the costs set forth hereto may be renegotiated by the **OWNER** and the **ENGINEER**.

ARTICLE V - COMPENSATION

The **OWNER** and the **ENGINEER**, having negotiated for the performance of certain engineering services in Article III as described herein before, mutually agree to a "not-to-exceed" fee ceiling that shall not exceed the amounts shown in the following table.

Division of Engineering Services	Basis of Fee	Not-to Exceed Fee Amount
Preliminary and Design Phases	Hourly Rate	\$100,000.00

Services to be performed under **ARTICLE III** shall be undertaken subsequent to the execution of this agreement by the **ENGINEER** and the **OWNER**. The **OWNER** agrees to compensate the **ENGINEER** by making payments based upon the services performed by personnel of the **ENGINEER**. These rates include payroll-related overhead costs such as social security, group insurance and taxes, as well as general office overhead and profit. No separate charge is made for secretarial time, other office administrative personnel, and incidental expenses such as highway travel, telephone, report printing,

computer time and mailing expenses. All of these are included in the overhead costs and are not separately charged to the client.

The **ENGINEER** reviews scheduled fees on an annual basis. New fee schedules are issued as warranted but no more frequently than once annually. The standard billing rates as established in the attached current schedule of fees.

Overtime, if any, of non-exempt personnel (Technician and Inspector) shall be 1.5 times the indicated rate. Services provided to the **ENGINEER** on a sub-consultant or sub-contract basis such as, but not limited to, survey, subsurface investigation and material testing, shall be paid for in the amount billed to the **ENGINEER**.

ARTICLE V – TERMINATION

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no termination may be affected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Lack of orderly progress of an assignment caused by the **ENGINEER** shall constitute substantial failure.

This Agreement may be terminated in whole or in part in writing by the **OWNER** for its convenience, provided that the **ENGINEER** is given (1) not less than ten (10) calendar days' written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

ARTICLE VI – LIMIT OF LIABILITY

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **ENGINEER** and to **OWNER** and anyone claiming by, through, or under the **OWNER** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of **ENGINEER** shall not exceed the total compensation received by **ENGINEER** under this Agreement.

To the fullest extent permitted by Laws and Regulations, **OWNER** shall indemnify and hold harmless **ENGINEER** from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or

destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of **OWNER** or **OWNER'S** officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the **OWNER** with respect to this Agreement or to the Project. Nothing in this agreement shall be construed as a waiver of any defenses, immunities or liability limits that **OWNER** may have under the Tennessee Governmental Liability Act or other applicable law.

ARTICLE VII - GENERAL TERMS AND CONDITIONS

The **OWNER** and the **ENGINEER** bind themselves, their partners, successors, executors, administrators and assigns to the other party of this Agreement, and neither the **OWNER** nor the **ENGINEER** shall assign, sublet or transfer his interest in this Agreement without written consent of the other. It is understood and agreed that minor changes in the Partnership of the **ENGINEER** shall not operate to cancel this Agreement.

IN WITNESS THEREOF, the parties have made and executed this Agreement as of the day and year first above written.

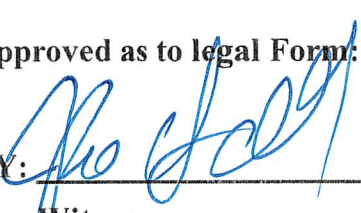
OWNER: CITY OF COLUMBIA

Witness:

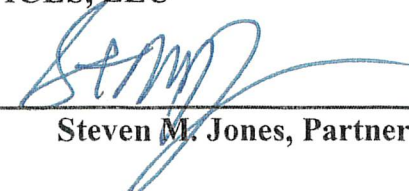
BY: _____
Mayor – Chaz Molder

BY: _____
Witness

Approved as to legal Form:

BY:  _____
Witness

ENGINEER: WATER MANAGEMENT SERVICES, LLC

BY:  _____
Steven M. Jones, Partner

WITNESS:

 _____
Roger Boyers, Partner

TABLE 1 - SCHEDULE OF FEES

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager	\$165.00
Project Engineer	\$155.00
Construction Manager	\$145.00
Senior Engineer	\$140.00
Engineer III	\$135.00
Engineer II	\$110.00
Engineer I	\$100.00
Senior Designer/ Technician	\$130.00
Designer/Technician II	\$110.00
Designer/Technician I	\$95.00
Inspection	\$85.00



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 CHANGE ORDER NO. 1 BETWEEN THE CITY OF COLUMBIA AND HAWKINS AND PRICE FOR BORING UNDER ALL ROADS ASSOCIATED WITH THE CARTERS CREEK FORCE MAIN RELOCATION PROJECT IN THE AMOUNT OF \$58,000

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the mayor to sign change order No. 1 to bore all roads associated with the Carters Creek force main relocation project in the amount of \$58,000. The original contract was \$489,755 and with change order #1 increasing the amount of the contract to \$547,755.

CERTIFICATION: The Chief Financial Officer certifies that \$58,000 is budgeted and unencumbered in Wastewater – Pumping Stations – Other Repairs.

ATTACHMENTS: Staff Report Carters Creek Force Main Relocation-Change Order No. 1, Water Management Services, LLC, Carters Creek force main relocation Change Order No. 1.

WATER MANAGEMENT SERVICES, LLC
2 INTERNATIONAL PLAZA, SUITE 401
NASHVILLE, TENNESSEE 37217

OWNER: CITY OF COLUMBIA, TENNESSEE – WASTEWATER TREATMENT SYSTEM
PROJECT: CARTERS CREEK FORCE MAIN RELOCATION (WMS #24116)
CONTRACT SUPPLEMENT NO. ONE
LOCATION: COLUMBIA, TENNESSEE
CONTRACTOR: HAWKINS & PRICES, LLC
DATE: JULY 28, 2025

I. DESCRIPTION OF CHANGES INVOLVED

- A. A change to the Contract to provide for adjustments to unit price construction items to bore all roads associated with the project.
- B. As documentation for these adjustments, the following revisions are made in the Unit Price Construction Items contained in the Agreement of the Contract Documents.

ADJUSTMENT TO ORIGINAL UNIT PRICE CONSTRUCTION ITEMS

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	Delete 50 linear feet of 24" DR 21 C905 PVC sanitary sewer force main, outside & under roadway, including 3" detection tape and trace wire complete in place and ready for use @ \$300.00/LF.	(\$15,000.00)
2	Add 50 linear feet of 24" DR 21 C905 PVC sanitary sewer force main in 36" casing pipe by tunnel/bore method, including 3" detection tape and trace wire complete in place and ready for use @ \$1,460.00/LF.	\$73,000.00
9	Delete 30 linear feet of Type "A" asphalt replacement, complete in place and ready for use @ \$485.00/LF.	(\$14,550.00)
13	Add 1 lump sump for the excavation of bore pits @ \$14,550.00/LS.	\$14,550.00
Total Revision from this Contract Supplement		\$58,000.00

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

A.	Amount of Original Contract	\$489,755.00
B.	Net Change Due to Previous Change Orders	\$0.00
C.	Change Due to This Contract Supplement	\$58,000.00
D.	Amount of Contract Including this Contract Supplement	\$547,755.00

III. CONTRACT SUPPLEMENT CONDITIONS

- A. The Contract completion date established in the Original Contract or as modified by previous Contract Supplements is hereby unchanged.

- B. Any additional work to be performed under this Contract Supplement shall be carried out in compliance with the Specifications included in the preceding Description of Changes Involved and under the provisions of the Original Contract, including compliance with applicable Equipment Specifications and Project Specifications for the same type of work.
- C. This Contract Supplement, unless otherwise provided herein, does not relieve the Contractor from strict compliance with the guarantee provisions of the Original Contract, particularly those pertaining to performance and operation of equipment.
- D. The Contractor expressly agrees that he will place under coverage of his Performance Bond, Payment Bond and Contractor's Insurance all work covered by this Contract Supplement. The Contractor will furnish to the Owner evidence of increased coverage of his Performance and Payment Bonds for the accrued value of all Contract Supplements, which exceeds the Original Contract Price by twenty percent (20%).

RECOMMENDED FOR ACCEPTANCE:

WATER MANAGEMENT SERVICES, LLC

BY: Steven M Jones

ACCEPTED:

CONTRACTOR:

HAWKINS & PRICES, LLC

BY: Ryan Cary

OWNER:

CITY OF COLUMBIA, TENNESSEE

BY: CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

BY: THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

BY: JAKE HUBBELL - CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Michele Stevens, City Recorder's Office, mstevens@columbiatn.gov, 931-560-1520

AGENDA ITEM TITLE: RESOLUTION NO. 25-63 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 25-63.

INFORMATION: The City Recorder is presenting tax corrections through 8/22/2025 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

CERTIFICATION:

ATTACHMENTS: Staff Report for Resolution No. 25-63; Resolution No. 25-63 Tax Corrections; Resolution No. 25-63 Exhibit A.

RESOLUTION

WHEREAS, the City of Columbia, Tennessee, has on its books certain property that is assessed which should not be assessed; and

WHEREAS, the City of Columbia, Tennessee, has on its books certain property that is incorrectly assessed; and

WHEREAS, the City of Columbia, Tennessee, desires to correct these errors to properly reflect the corrections on the books of the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the following corrections are hereby approved:

(SEE EXHIBIT "A" ATTACHED HERETO)

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

TAX CORRECTIONS – EXHIBIT A
RESOLUTION NO. 25-63

1. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF SOUTHERN SOFT WASH MAP 105 003.00 P 001, 4544 GOODMAN LN PROPERTY VALUE \$6,863.00, ASSESSED VALUE \$2,059.00, AND TAXES \$17.00. DUE TO KEYING ERROR ON CITY CODE PER MAURY COUNTY TAX ASSESSOR.
2. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF JOHNSON OFFROAD MAP 100G A 033.21 P 002, 1304 MAINSAIL DR PROPERTY VALUE \$28,750.00, ASSESSED VALUE \$8,625.00, AND TAXES \$71.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
3. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF KINGS EXTERIOR SERVICES MAP 090P G 008.00 P 001, 204 2ND AVE PROPERTY VALUE \$17,490.00, ASSESSED VALUE \$5,247.00, AND TAXES \$43.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
4. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF JCR COMPANY MAP 099G A 008.00 P 001, 914 E VALLEY DR PROPERTY VALUE \$19,838.00, ASSESSED VALUE \$5,951.00, AND TAXES \$49.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
5. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF STUART FENCE MAP 113D D 004.00 P 002, 2106 CIRCLE DR PROPERTY VALUE \$11,500.00, ASSESSED VALUE \$3,450.00, AND TAXES \$28.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Teresa Inman, Administrative Assistant, tinman@columbiatn.gov, 931.560.1530

AGENDA ITEM TITLE: RESOLUTION NO. 25-64 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS SERVING RIDGEVIEW OAKS SUBDIVISION, PHASES 1 & 2, FOR OWNERSHIP AND MAINTENANCE.

RECOMMENDATION: Approve Resolution No. 25-64

INFORMATION: This Resolution refers to the acceptance of streets and drainage improvements serving Ridgeview Oaks Subdivision, Phases 1 & 2, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the streets and drainage improvements.

CERTIFICATION:

ATTACHMENTS: Resolution 25-64; Final Acceptance Request and Final Plats for Ridgeview Oaks Subdivision, Phases 1 & 2

**A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE
IMPROVEMENTS IN RIDGEVIEW OAKS SUBDIVISION, PHASE 1 &
2, FOR OWNERSHIP AND MAINTENANCE**

WHEREAS, The City of Columbia, has been requested to accept the streets and drainage improvements in Ridgeview Oaks Subdivision, Phase 1 & 2, for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said streets and drainage improvements and has determined that said streets and drainage improvements in the Ridgeview Oaks Subdivision, Phase 1 & 2, 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 streets and drainage improvements located in the Ridgeview Oaks Subdivision, Phase 1 & 2.

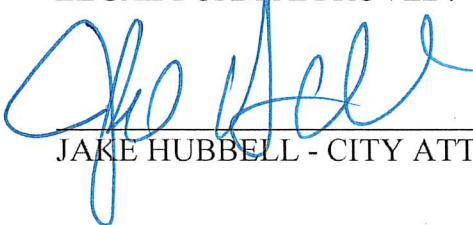
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 11th day of September, 2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL - CITY ATTORNEY

A-1 HOME BUILDERS, INC.

2/6/2025

Columbia City Engineer's Office

700 North Garden Street
Columbia, TN 38401

Subject: Request for Final Acceptance of Ridge View Oaks Subdivision

Dear Glenn Harper,

I am writing to formally request final acceptance of the Ridge View Oaks Subdivision Phase I and Phase II, located in Columbia, TN. All construction and infrastructure improvements have been completed in accordance with the approved plans and city regulations.

We kindly request that the City conduct the final walkthrough and acceptance review at its earliest convenience. Please advise us of any additional requirements or outstanding items that need to be addressed to complete this process.

We appreciate your time and assistance in reviewing our request. Please feel free to contact me at (770) 231-9917 or brandon@alhbs.com to schedule an inspection or discuss any further details.

Thank you for your cooperation, and we look forward to your confirmation of final acceptance.

Sincerely,



Brandon Robertson
President
A-1 Home Builders, Inc.



COVER SHEET

SURVEYOR:
S.E.C. INC.
850 MIDDLE TENNESSEE BLVD.
MURFREESBORO, TN 37129
V: 615-890-7901
F: 615-895-2567
CONTACT: DAVID A. PARKER
DPARKER@SEC-CIVIL.COM

OWNER:
A-1 HOME BUILDERS, INC.
2020 FIELDSTONE PKWY, SUITE 900-220
FRANKLIN, TN 37069
CONTACT: BRANDON ROBERTSON

PROPERTY ADDRESS:
TOM SHARP ROAD
COLUMBIA, TN 37174

PROPERTY INFO:
MAP 74, A PORTION OF PARCEL 42.00
DEED BOOK R2726, PAGE 616, R.O.M.C., TN.
4TH CIVIL DISTRICT, MAURY COUNTY, TENNESSEE

SITE DATA:
PHASE ONE
ZONED RS-10 P.U.D.
NUMBER OF BUILDABLE LOTS = 49
LOT SIZE = 10,000 SQ.FT. MINIMUM
RIGHT-OF-WAY AREA = 2.95+ ACRES
5 (COMMON) OPEN SPACE AREAS:
COMMON AREA "A"
USE = STORMWATER DETENTION, WALKING TRAIL, PARKING & SIDEWALK FOR PLAYGROUND.
COMMON AREA "B"
USE = LANDSCAPING AND PASSIVE RECREATION.
COMMON AREA "C"
USE = LANDSCAPING AND PASSIVE RECREATION.

MAP 91, PARCEL 16
BOBBY PARKER AND
DAVID PARKER, SR.
BK. R462, PG. 368
ZONED-A-2 (COUNTY)

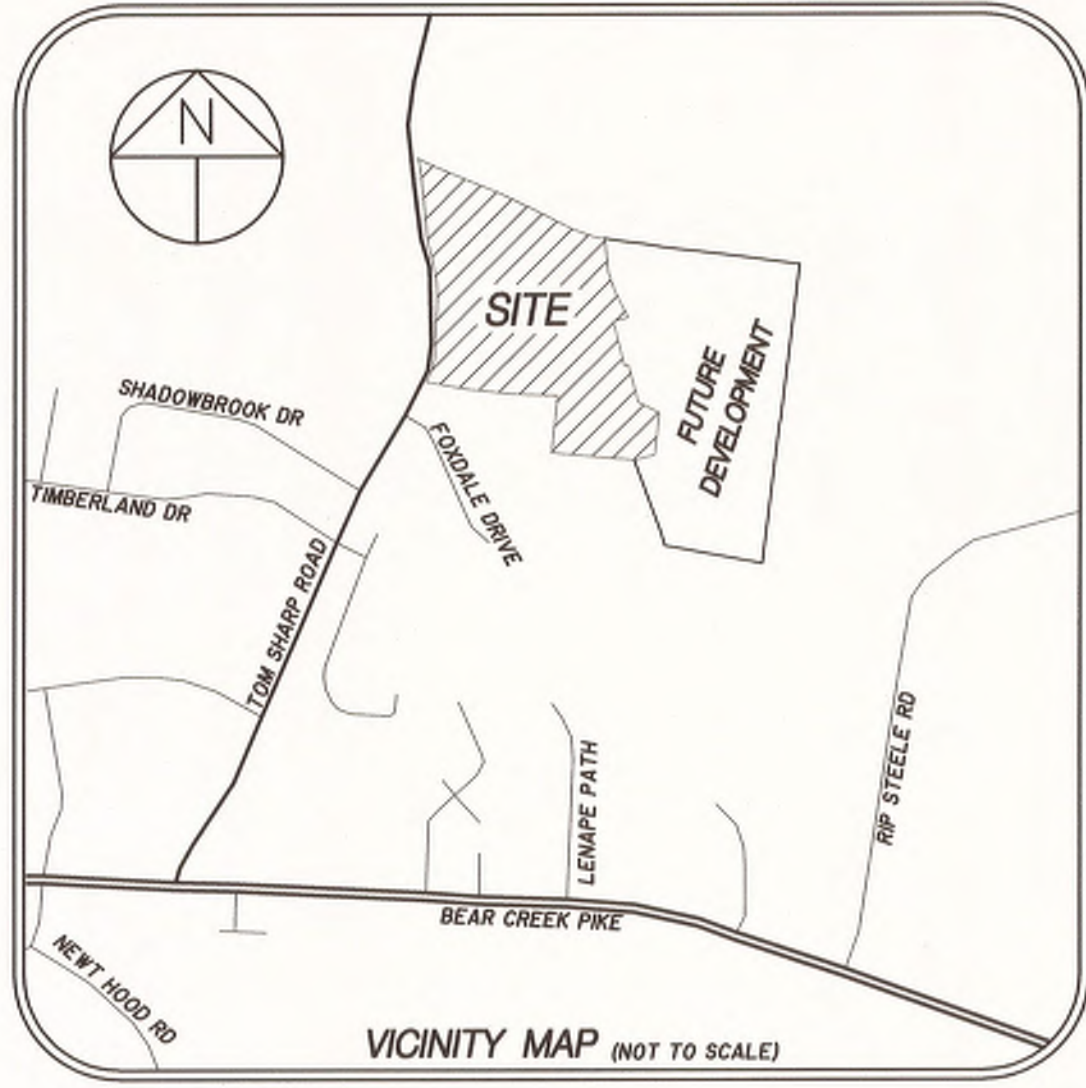
MAP 91, PARCEL 16.00
BOBBY PARKER W. &
DAVID PARKER SR.
D.B. R462, PG. 368
(R.O.M.C., TN)

REMAINDER OF MAP 74, PARCEL 42
A-1 HOME BUILDERS, INC.
BK. R2726, PG. 616
ZONED: RS-10 PUD

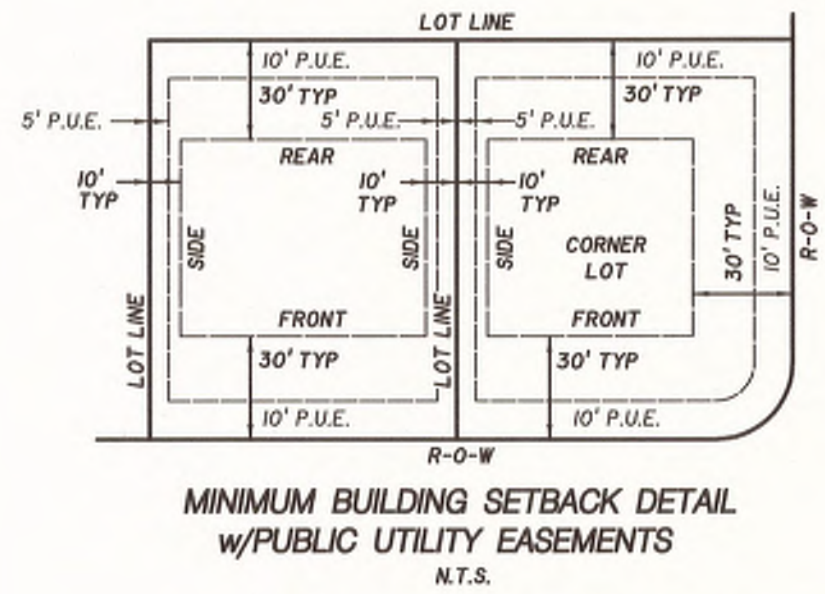


MAP 74, PARCEL 41
RONALD A. SHARP
BK. 627, PG. 324
ZONED-A-2 (COUNTY)

MAP 74, PARCEL 41
RONALD A. SHARP
BK. 627, PG. 324
ZONED-A-2 (COUNTY)



- SURVEYOR'S NOTES:**
1. BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES. (NAD 83-96), VERTICAL DATUM: NAVD83.
 2. PROPERTY SHOWN IS ZONED RS-10 P.U.D. MINIMUM BUILDING SETBACKS FOR THIS PROPERTY: FRONT = 30 FT. / SIDE = 10' FT. / REAR = 30'
 3. SUBJECT PROPERTY IS IDENTIFIED AS PARCEL 42.00 ON MAURY COUNTY PROPERTY MAP 74.
 4. THIS PROPERTY LIES WITHIN ZONE X, NOT IN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED FROM ELEVATIONS SHOWN ON FIRM MAPS FOR MAURY COUNTY, TENNESSEE. MAP NUMBER 4789C090 E, EFFECTIVE DATE APRIL 16, 2007.
 5. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
 6. ALL HOMEOWNERS WILL BE REQUIRED TO BE A MEMBER OF THE RIDGEVIEW OAKS HOMEOWNERS' ASSOCIATION, WHICH WILL MAINTAIN ALL COMMON AREAS, INCLUDING DETENTION PONDS, POCKET PARKS, ENTRANCE SIGNS, AND ALL AMENITIES.
 7. ALL SEWER, WATER & STORM DRAIN FEATURES SHOWN ON THIS FINAL PLAT ARE TAKEN FROM DESIGN PLANS, UNLESS INDICATED AS EXISTING.
 8. THE PURPOSE OF THIS PLAT IS TO CREATE 49 RESIDENTIAL LOTS AND EASEMENTS TO SUPPORT UTILITIES SHOWN HEREON.
 9. THE BUILDER OF EACH LOT WILL BE RESPONSIBLE FOR INSTALLING A ONE INCH (1") SERVICE METER TO MEET WATER FLOW REQUIREMENTS FOR A RESIDENTIAL SPRINKLER SYSTEMS FOR THE HOME CONSTRUCTED.



REGISTER'S OFFICE
(STATE OF TENNESSEE) MAURY COUNTY
Received for record the _____ day of _____
at _____ o'clock _____ M Noted in Note Book _____
Page _____ and recorded in _____ Book _____ Page _____
Fee \$ _____

WITNESS MY HAND
JOHN FLEMING
Register

09/28/2022 - 03:37:00 PM
22018567
1 POSAL PLAT
JANE BATCH: 289485
PLAT BOOK: P23
PAGE: 93
REC FEE 25.00
DP FEE 2.00
TOTAL 27.00
STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

RIDGEVIEW OAKS SUBDIVISION *** PHASE ONE ***

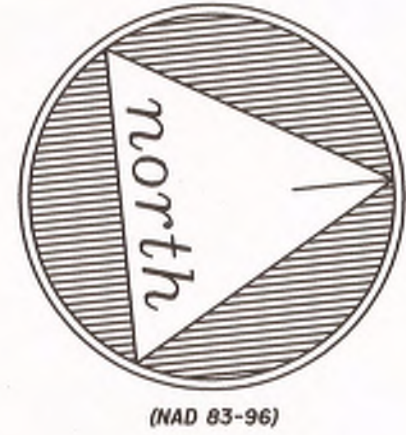
CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE COLUMBIA SUBDIVISION REGULATIONS AND OTHER ADOPTED ORDINANCES AND POLICIES.

[Signature] 9/28/22
CITY ENGINEER, COLUMBIA, TENNESSEE DATE

REVISED PER CITY COMMENTS: 8-19-2022
APPROVED BY CONSENT AGENDA: 9-14-2022
REVISED PER UTILITY COMMENTS: 9-19-2022

CERTIFICATE OF OWNERSHIP AND DEDICATION	CERTIFICATE OF COMMON AREAS DEDICATION	CERTIFICATE OF SURVEY ACCURACY	CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, AND UTILITIES	CERTIFICATE OF APPROVAL OF WATER SYSTEM	CERTIFICATE OF APPROVAL OF PUBLIC SEWER SYSTEM	CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES	CERTIFICATE OF APPROVAL FOR RECORDING	FINAL SUBDIVISION PLAT
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN BOOK NUMBER D291, PAGE 482, MAURY COUNTY REGISTERS OFFICE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND THAT OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC WAYS, UTILITIES, AND OTHER FACILITIES HAVE BEEN FILED.	A-1 HOME BUILDERS, INC., IN RECORDING THIS PLAT, HAS DESIGNATED CERTAIN AREAS OF LAND SHOWN HEREON AS COMMON AREA INTENDED FOR USE BY THE HOMEOWNERS WITHIN THIS SUBDIVISION ENTITLED RIDGEVIEW OAKS, PHASE ONE, FOR RECREATION AND RELATED ACTIVITIES. THE ABOVE DESCRIBED AREAS ARE NOT DEDICATED FOR USE BY THE GENERAL PUBLIC BUT ARE DEDICATED TO THE COMMON USE OF THE HOMEOWNERS WITHIN THE ABOVE NAMED SUBDIVISION. "DECLARATION OF COVENANTS AND RESTRICTIONS", APPLICABLE TO THE ABOVE NAMED SUBDIVISION, IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.	I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY (OUR) KNOWLEDGE AND BELIEF THIS IS A TRUE AND ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON; THAT THIS IS A CATEGORY "Y" LAND SURVEY AS DEFINED IN TITLE 62, CHAPTER 16, TENNESSEE CODE ANNOTATED, AND THAT THE RATIO OF PRECISION IS EQUAL TO OR GREATER THAN 1:10,000.	I HEREBY CERTIFY THAT THE STREETS, DRAINAGE AND UTILITIES DESIGNATED IN RIDGEVIEW OAKS, PHASE ONE SUBDIVISION HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR A PERFORMANCE SURETY IN THE AMOUNT OF \$ 150,000 FOR STREETS AND DRAINAGE HAS BEEN POSTED WITH THE CITY OF COLUMBIA, TENNESSEE, TO ASSURE COMPLETION OF SUCH IMPROVEMENTS.	I HEREBY CERTIFY THAT THE WATER SYSTEM(S) OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED: RIDGEVIEW OAKS, PHASE ONE HAS (HAVE) BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.	I HEREBY CERTIFY THAT THE SEWER SYSTEM(S) OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED: RIDGEVIEW OAKS, PHASE ONE HAS (HAVE) BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.	SUBDIVISION NAME AND STREET NAMES ARE APPROVED BY CITY ENGINEER AND (E-9H) MAURY COUNTY EMERGENCY COMMUNICATIONS.	I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE CITY OF COLUMBIA SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE MAURY COUNTY REGISTER.	CITY OF COLUMBIA PLANNING COMMISSION TOTAL ACRES 32.68 TOTAL LOTS PHASE 1 = 49 ACRES ROADWAY 2.95 ACRES OPEN SPACE 9.84 AC. OWNER A-1 HOME BUILDERS, INC. ZONING RS-10 P.U.D. SURVEYOR S.E.C. INC. DATE 7-18-2022 SCALE: 1" = 100' 0 50 100 200 20084
OWNER/COMPANY NAME: A-1 HOME BUILDERS, INC. C/O BRANDON ROBERTSON <i>[Signature]</i> 9/20/22 OWNER SIGNATURE: DATE:	<i>[Signature]</i> 9/20/22 OWNER DATE:	9-19-22 DATE <i>[Signature]</i> 2381 REGISTERED LAND SURVEYOR TENN. NO.	9/26/22 DATE <i>[Signature]</i> CITY ENGINEER, COLUMBIA, TENNESSEE	9/20/2022 DATE <i>[Signature]</i> AUTHORIZED APPROVING AGENT	09/22/2022 DATE <i>[Signature]</i> DIRECTOR, WASTEWATER DEPARTMENT COLUMBIA, TN	9-21-2022 DATE <i>[Signature]</i> MAURY COUNTY E9H	9/28/22 DATE <i>[Signature]</i> SECRETARY, CITY OF COLUMBIA PLANNING COMMISSION	



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	04°37'29"	55.00'	39.96'	20.31'	N 14°52'49" W	39.08'
C2	05°22'29"	55.00'	50.26'	27.04'	N 6°52'28" W	48.53'
C3	05°22'29"	55.00'	50.26'	27.04'	S 65°46'34" W	48.53'
C4	05°22'29"	55.00'	50.26'	27.04'	S 15°24'45" W	48.53'
C5	04°37'29"	55.00'	40.08'	20.04'	S 33°47'48" E	39.30'
C6	06°03'33"	63.00'	56.59'	36.78'	S 54°50'58" E	63.53'
C7	09°00'00"	25.00'	39.27'	25.00'	S 50°55'56" W	35.36'
C8	00°46'23"	247.00'	16.27'	0.14'	S 07°29'54" W	16.27'
C9	00°46'23"	247.00'	16.27'	0.14'	S 68°32'25" E	45.30'
C10	08°13'19"	25.00'	38.06'	23.82'	S 45°24'12" E	34.49'
C11	00°43'32"	325.00'	43.82'	21.94'	S 02°04'10" W	43.79'
C12	04°29'00"	63.00'	47.20'	24.37'	S 27°20'56" W	48.01'
C13	02°07'24"	57.00'	21.02'	10.63'	S 38°19'59" W	20.90'
C14	08°54'15"	57.00'	85.25'	52.86'	S 15°12'35" E	77.52'
C15	06°33'04"	57.00'	65.97'	40.31'	N 6°33'04" E	65.45'
C16	08°24'58"	57.00'	82.40'	50.28'	N 1°54'34" E	75.41'
C17	00°23'49"	57.00'	7.36'	3.68'	N 33°10'10" W	7.35'
C18	04°25'00"	63.00'	47.20'	24.37'	N 33°10'10" W	46.01'
C19	00°46'23"	247.00'	16.27'	0.14'	N 0°46'23" E	44.91'
C20	08°27'05"	25.00'	36.19'	22.10'	N 39°04'20" E	33.12'
C21	00°31'54"	325.00'	50.69'	25.38'	N 77°46'55" E	50.67'
C22	00°46'23"	247.00'	16.27'	0.14'	S 79°27'28" W	7.32'
C23	01°38'02"	475.00'	96.45'	48.39'	S 8°42'59" W	96.28'
C24	00°46'23"	247.00'	16.27'	0.14'	N 88°16'02" W	69.57'
C25	09°00'00"	25.00'	39.27'	25.00'	N 39°04'20" W	35.36'
C26	00°49'33"	247.00'	16.27'	0.14'	S 14°47'52" W	46.62'
C27	00°46'23"	247.00'	16.27'	0.14'	S 09°42'29" E	68.12'
C28	04°52'09"	840.35'	218.08'	109.66'	S 03°04'42" E	217.47'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 28°49'57" E	42.75'
L2	N 20°12'58" E	49.93'
L3	N 00°43'18" E	51.15'
L4	N 02°33'59" E	51.57'
L5	N 02°03'51" E	26.96'
L6	N 03°24'37" E	75.51'
L7	N 03°53'52" E	43.54'
L8	N 12°42'05" W	63.39'
L9	N 14°27'37" W	59.81'
L10	N 14°10'33" W	53.54'
L11	N 04°19'59" W	56.37'
L12	N 05°06'23" W	59.67'
L13	N 06°38'49" W	42.89'
L14	N 04°55'03" W	50.37'
L15	N 05°12'00" W	48.30'
L16	N 09°18'02" W	42.95'
L17	N 20°49'27" W	83.39'
L18	S 62°06'14" E	57.16'
L19	S 65°45'20" E	41.51'
L20	S 74°54'01" E	27.92'
L21	S 81°52'07" E	50.25'
L22	S 77°37'45" W	16.20'
L23	N 75°00'58" E	15.86'
L24	N 89°17'29" W	37.17'
L25	N 80°59'44" W	40.25'
L26	N 83°47'34" W	54.67'
L27	N 75°00'58" E	15.86'
L28	S 05°55'56" W	35.86'
L29	N 05°55'56" E	36.12'

SURVEYOR'S NOTES:

1. BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES. (NAD 83-96), VERTICAL DATUM: NAVD88.
2. PROPERTY SHOWN IS ZONED RS-10 P.U.D. MINIMUM BUILDING SETBACKS FOR THIS PROPERTY: FRONT = 30 FT. / SIDE = 10 FT. / REAR = 30 FT.
3. SUBJECT PROPERTY IS IDENTIFIED AS PARCEL 42.00 ON MAURY COUNTY PROPERTY MAP 74.
4. THIS PROPERTY LIES WITHIN ZONE X, NOT IN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED FROM ELEVATIONS SHOWN ON FIRM MAPS FOR MAURY COUNTY, TENNESSEE, MAP NUMBER 4719C090 E, EFFECTIVE DATE APRIL 16, 2007.
5. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
6. ALL HOMEOWNERS WILL BE REQUIRED TO BE A MEMBER OF THE RIDGEVIEW OAKS HOMEOWNER'S ASSOCIATION, WHICH WILL MAINTAIN ALL COMMON AREAS, INCLUDING DETENTION PONDS, POCKET PARKS, ENTRANCE SIGNS, AND ALL AMENITIES.
7. ALL SEWER, WATER & STORM DRAIN FEATURES SHOWN ON THIS FINAL PLAT ARE TAKEN FROM DESIGN PLANS, UNLESS INDICATED AS EXISTING.
8. THE PURPOSE OF THIS PLAT IS TO CREATE 49 RESIDENTIAL LOTS AND EASEMENTS TO SUPPORT UTILITIES SHOWN HEREON.
9. THE BUILDER OF EACH LOT WILL BE RESPONSIBLE FOR INSTALLING A ONE INCH (1") SERVICE METER TO MEET WATER FLOW REQUIREMENTS FOR A RESIDENTIAL SPRINKLER SYSTEMS FOR THE HOME CONSTRUCTED.

LEGEND

CMON	EXISTING CONC. MON.
IPF	EXISTING IRON PIN
●	SET IRON PIN
— 6" W —	WATER LINE
— 8" SS —	SEWER LINE
— 4" TM —	FORCEMAIN SEWER LINE
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT
MBSL	MINIMUM BUILDING SETBACK LINE
⊙	FIRE HYDRANT
⊕	WATER VALVE
⊖	BLOW-OFF VALVE

REGISTER'S OFFICE
(STATE OF TENNESSEE) MAURY COUNTY

Received for record the _____ day of _____
at _____ o'clock _____ M Noted in Note Book
Page _____ and recorded in _____ Book _____ Page _____
Fee \$ _____

WITNESS MY HAND
JOHN FLEMING
Register

SURVEYOR:
S.E.C. INC.
850 MIDDLE TENNESSEE BLVD.
MURFREESBORO, TN 37029
V: 615-890-7901
F: 615-895-2567
CONTACT: DAVID A. PARKER
DPARKER@SEC-CIVIL.COM

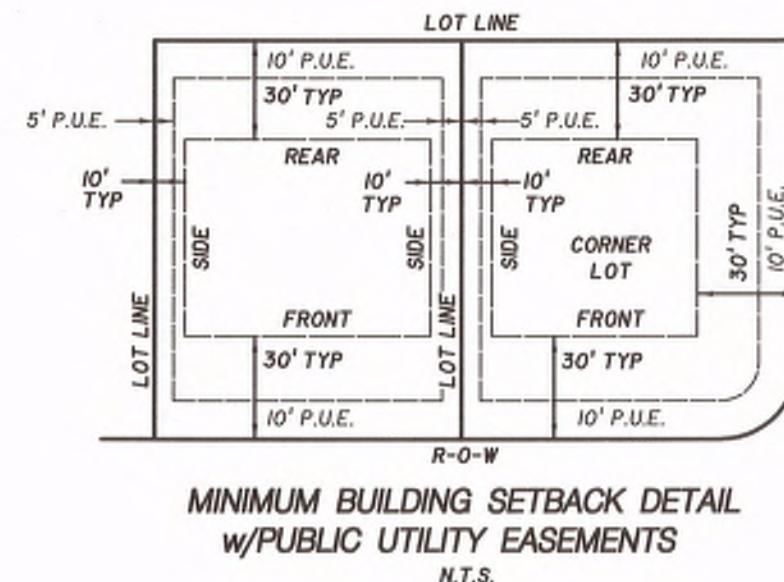
OWNER:
A-1 HOME BUILDERS, INC.
2020 FIELSTONE PKWY, SUITE 900-220
FRANKLIN, TN 37069
CONTACT: BRANDON ROBERTSON

PROPERTY ADDRESS:
TOM SHARP ROAD
COLUMBIA, TN 37174

PROPERTY INFO:
MAP 74, A PORTION OF PARCEL 42.00
DEED BOOK R2726, PAGE 616, R.O.M.C., TN
4TH CIVIL DISTRICT, MAURY COUNTY, TENNESSEE

SITE DATA:
PHASE ONE
ZONED RS-10 P.U.D.
NUMBER OF BUILDABLE LOTS = 49
LOT SIZE = 10,000 SQ. FT. MINIMUM
RIGHT-OF-WAY AREA = 2.95 ACRES
5 COMMON OPEN SPACE AREAS:
COMMON AREA "A"
USE = STORMWATER DETENTION, WALKING TRAIL, PARKING & SIDEWALK FOR PLAYGROUND.

COMMON AREA "B"
USE = LANDSCAPING AND PASSIVE RECREATION.
COMMON AREA "C"
USE = LANDSCAPING AND PASSIVE RECREATION.



PHASE ONE
RIDGEVIEW OAKS

FINAL SUBDIVISION PLAT

CITY OF COLUMBIA PLANNING COMMISSION

TOTAL ACRES 32.68 TOTAL LOTS, PHASE I = 49
ACRES ROADWAY 2.95 ACRES OPEN SPACE 9.84 AC.

OWNER A-1 HOME BUILDERS, INC. ZONING RS-10 P.U.D.

SURVEYOR S.E.C. INC. DATE 7-18-2022

SCALE: 1" = 50' 0 25 50 100 20084

REVISED PER CITY COMMENTS: 8-19-2022
APPROVED BY CONSENT AGENDA: 9-14-2022
REVISED PER UTILITY COMMENTS: 9-19-2022



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 28°49'57" E	42.75'
L2	N 20°42'50" E	43.93'
L3	N 00°43'06" E	50.00'
L4	N 02°33'55" E	50.57'
L5	N 02°03'50" E	26.96'
L6	N 03°52'57" E	75.50'
L7	N 03°53'21" E	43.14'
L8	N 12°42'05" W	61.39'
L9	N 14°23'23" W	59.80'
L10	N 14°18'51" W	33.54'
L11	N 05°02'23" W	59.63'
L12	N 06°39'49" W	42.89'
L13	N 04°55'03" W	50.37'
L14	N 05°02'00" W	44.30'
L15	N 09°15'02" W	42.93'
L16	N 20°49'27" W	21.32'
L17	S 62°05'56" E	37.70'
L18	S 64°42'20" E	41.01'
L19	S 74°54'41" E	27.82'
L20	S 87°02'07" E	50.25'
L21	S 73°17'45" W	16.20'
L22	S 75°00'58" E	15.86'
L23	N 20°49'27" W	21.32'
L24	N 05°02'00" W	44.30'
L25	N 09°15'02" W	42.93'
L26	N 14°23'23" W	59.80'
L27	N 14°18'51" W	33.54'
L28	S 05°55'56" E	135.00'
L29	N 05°55'56" E	135.00'

MAP 91, PARCEL 16.00
BOBBY PARKER W. &
DAVID PARKER SR.
D.B. R1462, PG. 368
(R.O.M.C., TN)

SURVEYOR:
S.E.C. INC.
850 MIDDLE TENNESSEE BLVD.
MURFREESBORO, TN 37129
V: 615-890-7901
F: 615-895-2567
CONTACT: DAVID A. PARKER
DPARKER@SEC-CIVIL.COM

OWNER:
A-1 HOME BUILDERS, INC.
2020 FIELDSIDE PKWY, SUITE 900-220
FRANKLIN, TN 37069
CONTACT: BRANDON ROBERTSON

PROPERTY ADDRESS:
TOM SHARP ROAD
COLUMBIA, TN 37174

PROPERTY INFO:
MAP 74, A PORTION OF PARCEL 42.00
DEED BOOK R2726, PAGE 616, R.O.M.C., TN
4TH CIVIL DISTRICT, MAURY COUNTY, TENNESSEE

SITE DATA:
PHASE ONE
ZONED RS-10 P.U.D.
NUMBER OF BUILDABLE LOTS = 49
LOT SIZE = 10,000 SQ.FT. MINIMUM
RIGHT-OF-WAY AREA = 2.95+ ACRES
5 COMMON OPEN SPACE AREAS:
COMMON AREA "A"
USE = STORMWATER DETENTION, WALKING TRAIL, PARKING & SIDEWALK FOR PLAYGROUND.

COMMON AREA "B"
USE = LANDSCAPING AND PASSIVE RECREATION.
COMMON AREA "C"
USE = LANDSCAPING AND PASSIVE RECREATION.

REGISTER'S OFFICE
(STATE OF TENNESSEE) MAURY COUNTY
Received for record the _____ day of _____
at _____ o'clock _____ M. Noted in Note Book _____
Page _____ and recorded in _____ Book _____ Page _____
Fee \$ _____
WITNESS MY HAND
JOHN FLEMING _____ Register

SEC, Inc.

WWW.SEC-CIVIL.COM

SITE ENGINEERING CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	04°37'29"	55.00'	50.26'	27.04'	N 6°52'10" W	46.53'
C2	05°21'29"	55.00'	50.26'	27.04'	S 89°46'14" W	46.53'
C3	05°21'29"	55.00'	50.26'	27.04'	S 89°46'14" W	46.53'
C4	05°21'29"	55.00'	50.26'	27.04'	S 89°46'14" W	46.53'
C5	04°51'30"	55.00'	40.16'	21.04'	S 33°41'48" E	39.30'
C6	06°03'33"	63.00'	66.99'	36.76'	S 24°20'51" E	63.53'
C7	00°00'00"	25.00'	39.27'	1.68'	S 60°56'06" E	35.36'
C8	00°34'23"	247.12'	16.27'	8.14'	S 07°29'54" W	16.27'
C9	00°46'43"	525.00'	45.31'	22.67'	S 86°32'26" E	45.30'
C10	06°17'31"	25.00'	38.05'	23.82'	S 49°42'29" E	34.49'
C11	00°43'32"	325.00'	43.82'	21.94'	S 02°04'10" W	43.79'
C12	04°50'00"	63.00'	47.10'	24.71'	S 27°20'56" W	46.01'
C13	00°07'54"	57.00'	21.02'	10.63'	S 38°19'50" E	20.90'
C14	08°54'05"	57.00'	85.25'	56.86'	S 10°42'35" E	77.52'
C15	06°35'41"	57.00'	16.51'	8.31'	N 6°37'14" E	16.49'
C16	08°49'38"	57.00'	82.40'	50.28'	N 1°54'34" E	75.41'
C17	00°43'49"	57.00'	7.36'	1.68'	N 33°02'10" W	7.35'
C18	04°50'00"	63.00'	47.10'	24.71'	N 15°29'04" W	46.01'
C19	00°08'20"	375.00'	54.56'	27.33'	N 0°45'52" E	54.55'
C20	08°54'05"	25.00'	38.05'	23.82'	N 13°04'20" E	33.12'
C21	00°53'54"	525.00'	50.69'	25.36'	N 77°46'55" E	50.69'
C22	00°02'59"	475.00'	7.36'	3.66'	S 75°27'28" W	7.35'
C23	08°38'02"	475.00'	96.45'	48.19'	S 8°42'59" W	96.38'
C24	00°08'20"	475.00'	69.63'	34.88'	N 88°16'02" W	69.57'
C25	09°00'00"	25.00'	39.27'	25.00'	N 39°04'04" W	35.36'
C26	00°49'43"	247.12'	46.69'	23.42'	S 14°47'52" W	46.69'
C27	01°28'58"	372.87'	68.22'	34.20'	S 09°42'11" E	68.12'
C28	04°52'09"	840.35'	218.09'	109.66'	S 03°01'42" E	217.47'

SURVEYOR'S NOTES:
1. BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES. (NAD 83-96), VERTICAL DATUM: NAVD83.
2. PROPERTY SHOWN IS ZONED RS-10 P.U.D. MINIMUM BUILDING SETBACKS FOR THIS PROPERTY: FRONT = 30 FT. / SIDE = 10 FT. / REAR = 30'.
3. SUBJECT PROPERTY IS IDENTIFIED AS PARCEL 42.00 ON MAURY COUNTY PROPERTY MAP 74.
4. THIS PROPERTY LIES WITHIN ZONE X, NOT IN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED FROM ELEVATIONS SHOWN ON FIRM MAPS FOR MAURY COUNTY, TENNESSEE. MAP NUMBER 4719C090 E, EFFECTIVE DATE APRIL 16, 2007.
5. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES SHOWN ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE. PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. ON THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
6. ALL HOMEOWNERS WILL BE REQUIRED TO BE A MEMBER OF THE RIDGEVIEW OAKS HOMEOWNERS ASSOCIATION, WHICH WILL MAINTAIN ALL COMMON AREAS, INCLUDING DETENTION PONDS, POCKET PARKS, ENTRANCE SIGNS, AND ALL AMENITIES.
7. ALL SEWER, WATER & STORM DRAIN FEATURES SHOWN ON THIS FINAL PLAT ARE TAKEN FROM DESIGN PLANS, UNLESS INDICATED AS EXISTING.
8. THE PURPOSE OF THIS PLAT IS TO CREATE 49 RESIDENTIAL LOTS AND EASEMENTS TO SUPPORT UTILITIES SHOWN HEREON.
9. THE BUILDER OF EACH LOT WILL BE RESPONSIBLE FOR INSTALLING A ONE INCH (1") SERVICE METER TO MEET WATER FLOW REQUIREMENTS FOR A RESIDENTIAL SPRINKLER SYSTEMS FOR THE HOME CONSTRUCTED.

LEGEND

CMON	EXISTING CONC. MON.
IPFO	EXISTING IRON PIN
●	SET IRON PIN
— 6" —	WATER LINE
— 8" —	SEWER LINE
— 4" —	FORCEMAIN SEWER LINE
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT
MBSL	MINIMUM BUILDING SETBACK LINE
⊕	FIRE HYDRANT
⊕	WATER VALVE
⊕	BLOW-OFF VALVE

PHASE ONE RIDGEVIEW OAKS

FINAL SUBDIVISION PLAT

CITY OF COLUMBIA PLANNING COMMISSION

TOTAL ACRES	32.68	TOTAL LOTS, PHASE I = 49
ACRES ROADWAY	2.95	ACRES OPEN SPACE 9.84 AC.
OWNER A-1 HOME BUILDERS, INC.	ZONING	RS-10 P.U.D.
SURVEYOR S.E.C. INC.	DATE	7-18-2022
SCALE: 1" = 50'	0 25 50 100	20084

REVISED PER CITY COMMENTS: 8-19-2022
APPROVED BY CONSENT AGENDA: 9-14-2022
REVISED PER UTILITY COMMENTS: 9-19-2022



05/22/2023 - 02:53 PM

Y COUNTY

PLAT BOOK: 223

PAGE: 220

1 POS-A1-A1

JANE BATCH: 34212

REC FEE 25.00

DP FEE 2.00

TOTAL 27.00

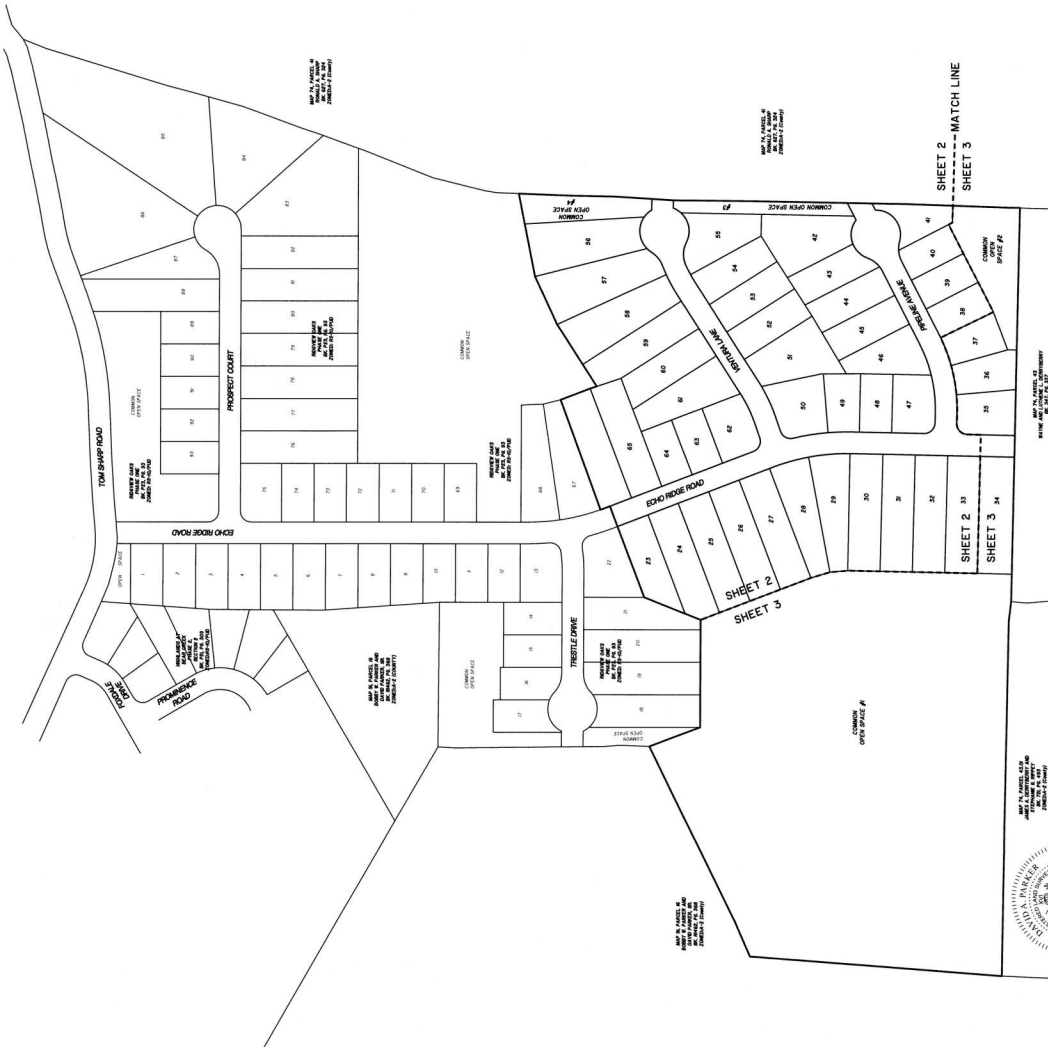
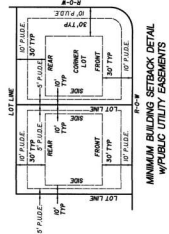
STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING

SEC, Inc.
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SITE ENGINEERING CONSULTANTS
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LANDSCAPE ARCHITECTURE

850 MOBILE, TENNESSEE 37049 • PHONE (603) 800-7300 • FAX (603) 800-2163



**RIDGEVIEW OAKS
SUBDIVISION
*** PHASE TWO *****

PHASE TWO

[illegible]

[illegible]

PHASE TWO
RIDGEVIEW OAKS

FINAL SUBDIVISION PLAT

CITY OF COLUMBIA PLANNING COMMISSION

TOTAL LOTS, PHASE 2 = 44

TOTAL ACRES 35.13

ACRES ROADWAY 2.72

ACRES OPEN SPACE 3.74

ZONING RS-10 P.U.D.

SURVEYOR H.E.C. INC. DATE 01-16-2023

SCALE: 1" = 50'

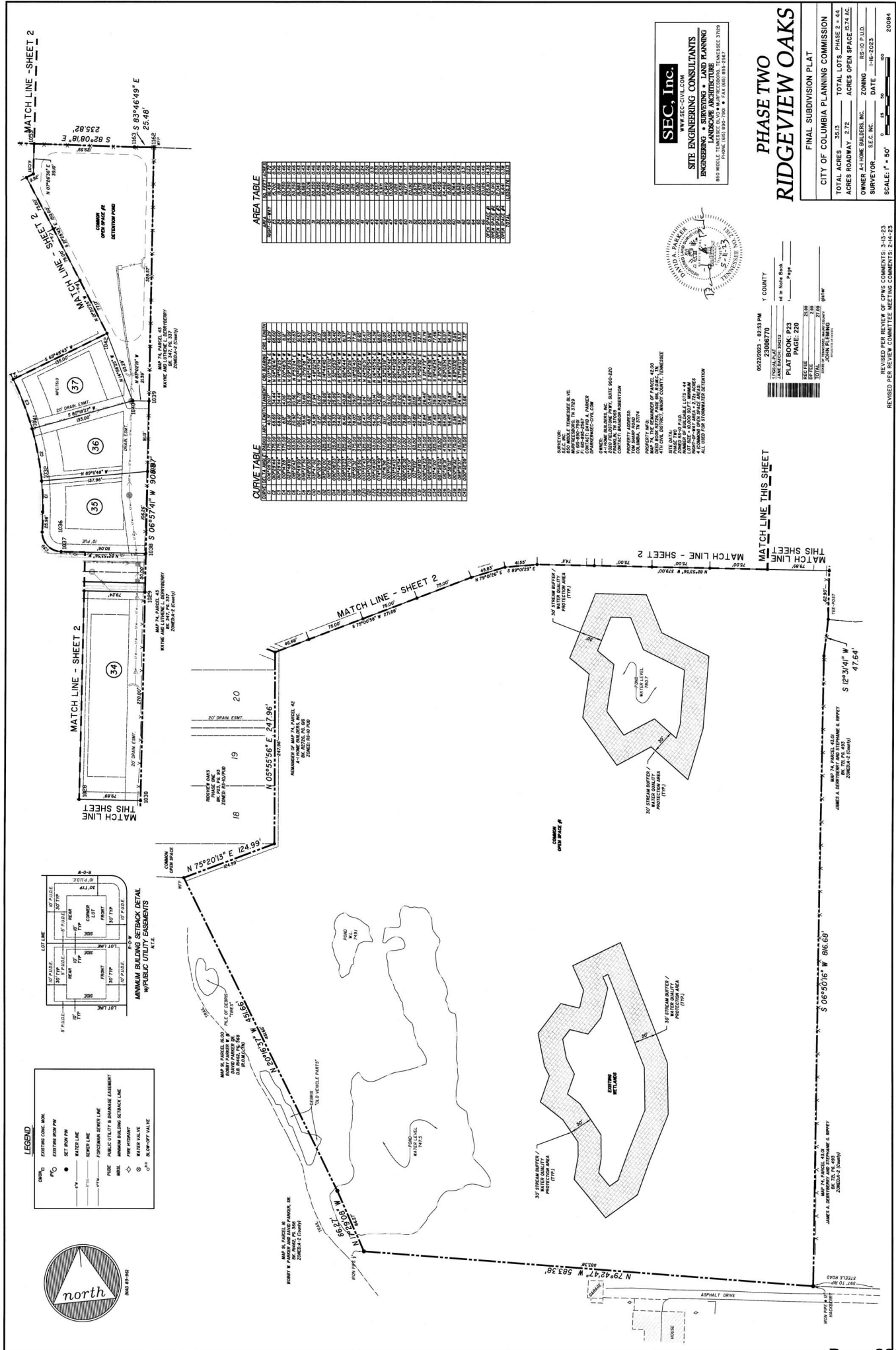
0 25 50 100

20084

REVISED PER REVIEW OF CPWS COMMENTS: 3-13-23
REVISED PER REVIEW COMMITTEE MEETING COMMENTS: 2-14-23

SHEET 2 OF 3







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: A RESOLUTION ACCEPTING A DONATION OF ONE FIREFIGHTER STATUE WITH A VALUE OF \$503.75 FOR COLUMBIA FIRE & RESCUE – FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: An undisclosed citizen of the City of Columbia has generously gifted Columbia Fire & Rescue a firefighter statue with a value of \$503.75. This statue will be displayed at the newly renovated Station 1.

CERTIFICATION:

ATTACHMENTS: Staff Report; Resolution No. 25-65.

**A RESOLUTION ACCEPTING A DONATION OF ONE FIREFIGHTER
STATUE WITH A VALUE OF \$503.75 FOR COLUMBIA FIRE & RESCUE**

WHEREAS, an undisclosed citizen of Columbia, Tennessee, desires to support the operations of Columbia Fire & Rescue with a donation of a firefighter statue with a value of \$503.75 (Five Hundred Three Dollars and Seventy-Five Cents); and

WHEREAS, in the privacy interests of said donor, Columbia Fire & Rescue desires to accept the donation of a firefighter statue to the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby endorse the efforts of Columbia Fire & Rescue by accepting this donation.

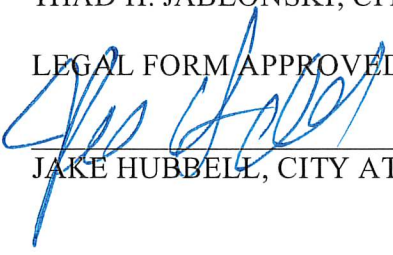
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY





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. 25-66 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING RUTHERFORD SUBDIVISION, PHASE 2

RECOMMENDATION: Approve Resolution No. 25-66.

INFORMATION: Rutherford Subdivision, Phase 2 consists of 4151 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:

Staff Report Resolution No. 25-66, Resolution No. 25-66, Resolution No. 25-66 Dedication Letter.

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING RUTHERFORD SUBDIVISION, PHASE 2**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 4151 linear feet of 8" gravity main serving Rutherford Subdivision, Phase 2; 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 Rutherford Subdivision, Phase 2.

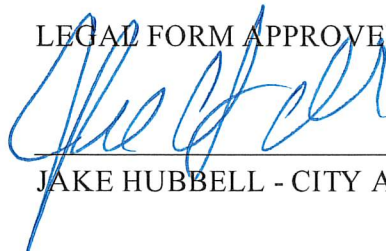
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 11th day of September, 2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL - CITY ATTORNEY

Date: 7 August 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 Rutherford Subdivision Phase 2 in the amount of 4151 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 \$100,661.75, 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: David McGowan Jr

Lot Numbers included in this dedication:

1-21
53-62
121-123
97-117
63-78



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Michele Stevens, City Recorder's Office, mstevens@columbiatn.gov, 931-560-1520

AGENDA ITEM TITLE:

RESOLUTION NO. 25-67 – TAX/ASSESSMENT CORRECTIONS

RECOMMENDATION: Approve Resolution No. 25-67.

INFORMATION: The City Recorder is presenting tax and assessment corrections through 8/15/2025 for Council consideration. The items include property assessments and personal property assessments. As the items included are over 10 years old, the applicable statute of limitations for collections of such amounts has expired and the accounts are no longer collectible.

ATTACHMENTS: Staff Report for Resolution No. 25-67; Resolution No. 25-67 – 10 Year Delinquent Tax Deletes; Resolution No. 25-67 – Exhibit A 2014 Delinquent Tax Report.

RESOLUTION

WHEREAS, the City of Columbia, Tennessee, has on its books certain property and other items that are assessed which should not be assessed due to the fact that the applicable statute of limitations for collection of such amounts has expired; and

WHEREAS, the City of Columbia, Tennessee, desires to correct the books by removing such accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the books of the City of Columbia are hereby corrected by deleting the assessments and other miscellaneous accounts which are attached hereby as Exhibit "A".

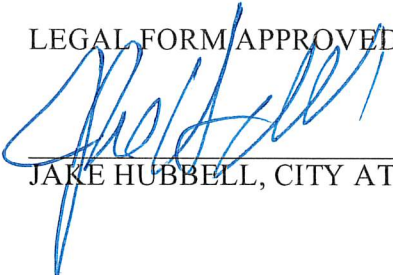
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____ day of _____, 2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

EXHIBIT A – RESOLUTION NO. 25-67

Run by: Michele Stevens
Run at: 8/19/2025 9:34:35 AM

City of Columbia
Delinquent Tax Report

As Of Date: 08/15/2025
Page 1 of 14

Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
A First Contracting Inc 3222 Mecklenburg Drive Columbia TN 38401	2014	70	\$1,200.00	\$17.00	\$0.00	\$17.00	\$21.93	\$38.93
	Parcel ID:	09-113- -113- - -080.24-P -006		Deed Book:	R2240			
	Property:	Pulaski Hwy 2501-B		Deed Page:	76			
A Plus Cleaning 108 Pleasant Dr Columbia TN 38401	2014	72	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
	Parcel ID:	09-100-I -100-I -F -005.00-P -001		Deed Book:	373			
	Property:	Pleasant Dr 108		Deed Page:	294			
Achieve Medical Weight Los 1412 Trotwood Ave #69 Columbia TN 38401	2014	118	\$1,463.00	\$21.00	\$0.00	\$21.00	\$27.09	\$48.09
	Parcel ID:	09-100-P -100-P -B -002.00-P -072		Deed Book:	743			
	Property:	Trotwood Ave 1412-69		Deed Page:	799			
Allen's Restoration 1620 Annie Lane Columbia TN 38401	2014	340	\$863.00	\$12.00	\$0.00	\$12.00	\$15.48	\$27.48
	Parcel ID:	09-101-F -101-F -F -018.00-P -001		Deed Book:	1166			
	Property:	Annie Ln 1620		Deed Page:	830			
Aqua Pools Of Columbia Llc 1308 S Main St Columbia TN 38401	2014	527	\$8,625.00	\$124.00	\$0.00	\$124.00	\$159.96	\$283.96
	Parcel ID:	09-100-L -100-L -E -021.00-P -003		Deed Book:	R2194			
	Property:	S Main St 1308		Deed Page:	921			
B More 103 Westview Dr Columbia TN 38401	2014	701	\$1,725.00	\$25.00	\$0.00	\$25.00	\$32.25	\$57.25
	Parcel ID:	09-100-L -100-L -S -001.00-P -011		Deed Book:	R2027			
	Property:	S Main St 1605		Deed Page:	847			
Bam Barbeque 1637 Robert Rd Columbia TN 38401	2014	1059	\$2,400.00	\$35.00	\$0.00	\$35.00	\$45.15	\$80.15
	Parcel ID:	09-101-K -101-K -B -042.00-P -001		Deed Book:	R1980			
	Property:	Robert Rd 1637		Deed Page:	588			
Bear Creek Gardens 200 Bear Creek Pike Columbia TN 38401	2014	1249	\$1,357.00	\$20.00	\$0.00	\$20.00	\$25.80	\$45.80
	Parcel ID:	09-090- -090- - -019.00-P -002		Deed Book:	R1920			
	Property:	Bear Creek Pk 200		Deed Page:	1189			
Bellator Security Group 3921 Apache Trl	2014	1363	\$1,500.00	\$22.00	\$0.00	\$22.00	\$28.38	\$50.38
	Parcel ID:	03-042- -042- - -014.01-P -005		Deed Book:	R2233			

EXHIBIT A – RESOLUTION NO. 25-67

Antioch TN 37013

Property: Cayer Ln 2500

Deed Page: 288

EXHIBIT A – RESOLUTION NO. 25-67

Run by: Michele Stevens
Run at: 8/19/2025 9:34:35 AM

City of Columbia
Delinquent Tax Report

As Of Date: 08/15/2025
Page 2 of 14

Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
Blackburn Cody Plumbing 404 Hatcher Ln Columbia TN 38401	2014	1537	\$2,415.00	\$35.00	\$0.00	\$35.00	\$45.15	\$80.15
	Parcel ID:	09-089-D -100-L -M -024.00-P -001		Deed Book:	R2019			
	Property:	Hatcher Ln 404		Deed Page:	439			
Bubbas Cafe 926 S Main St Columbia TN 38401	2014	2189	\$2,760.00	\$40.00	\$0.00	\$40.00	\$51.60	\$91.60
	Parcel ID:	09-099-HA-099-HA-A -010.00-P -001		Deed Book:	839			
	Property:	S Main St 926		Deed Page:	71			
Bug Juice Creative 539 Lenape Path Columbia TN 38401	2014	2223	\$2,760.00	\$40.00	\$0.00	\$40.00	\$51.60	\$91.60
	Parcel ID:	04-091-C -091-C -B -012.00-P -001		Deed Book:	R2264			
	Property:	Lenape Path 539		Deed Page:	511			
C & C Renovations 110 Bandywood Ct Columbia TN 38401	2014	2529	\$1,500.00	\$22.00	\$0.00	\$22.00	\$28.38	\$50.38
	Parcel ID:	09-113-F -113-F -E -015.00-P -001		Deed Book:	1250			
	Property:	Bandywood Ct 110		Deed Page:	200			
Cafe South 1040 N James Campbell Blvd Columbia TN 38401	2014	2548	\$3,000.00	\$43.00	\$0.00	\$43.00	\$55.47	\$98.47
	Parcel ID:	09-089- -089- - -041.09-P -004		Deed Book:	R2033			
	Property:	N James Campbell Blvd 1040		Deed Page:	168			
Casual Cuts By Bonnie Llc 6093 Dog Creek Rd Primm Springs TN 38476	2014	2882	\$1,650.00	\$24.00	\$0.00	\$24.00	\$30.96	\$54.96
	Parcel ID:	09-113-C -113-C -D -005.00-P -014		Deed Book:	477			
	Property:	S James Campbell Blvd 402		Deed Page:	106			
Chaps Bar & Grill 1821 South Main St Columbia TN 38401	2014	2995	\$730.00	\$11.00	\$0.00	\$11.00	\$14.19	\$25.19
	Parcel ID:	09-100-M -100-M -E -001.01-P -008		Deed Book:	1318			
	Property:	South Main St 1821		Deed Page:	864			
Club Live 809 Glade St Columbia TN 38401	2014	3263	\$6,000.00	\$86.00	\$0.00	\$86.00	\$110.94	\$196.94
	Parcel ID:	09-009-A -099-A -D -021.00-P -002		Deed Book:	R1623			
	Property:	Glade St 809		Deed Page:	455			
Cole Frank Insurance Agcy P O Box 1254	2014	3360	\$1,025.00	\$15.00	\$0.00	\$15.00	\$19.35	\$34.35
	Parcel ID:	09-099-AD-099-AD-C -018.00-P -004		Deed Book:	R1894			

EXHIBIT A – RESOLUTION NO. 25-67

Columbia TN 38402

Property: N Main St 708

Deed Page: 782

EXHIBIT A – RESOLUTION NO. 25-67

Run by: Michele Stevens
Run at: 8/19/2025 9:34:35 AM

City of Columbia Delinquent Tax Report

As Of Date: 08/15/2025
Page 3 of 14

Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
Columbia Antique Auction 2145 Sowell Mill Pk Columbia TN 38401	2014	3439	\$330.00	\$5.00	\$0.00	\$5.00	\$6.45	\$11.45
	Parcel ID:	04-090- -090- - -017.04-P -006		Deed Book:	R1940			
	Property:	Bear Creek Pike 396		Deed Page:	178			
Columbia Family 1700 Carmack Blvd Columbia TN 38401	2014	3474	\$2,243.00	\$32.00	\$0.00	\$32.00	\$41.28	\$73.28
	Parcel ID:	09-100-M -100-M -D -005.00-P -002		Deed Book:	813			
	Property:	Carmack Blvd 1700		Deed Page:	280			
Columbia Furniture 114-B Nashville Hwy Columbia TN 38401	2014	3482	\$1,139.00	\$16.00	\$0.00	\$16.00	\$20.64	\$36.64
	Parcel ID:	09-090-P -090-P -B -031.00-P -007		Deed Book:	649			
	Property:	Nashville Hwy 114		Deed Page:	555			
Columbia Lock & Key 114 Thomas Dr Columbia TN 38401	2014	3493	\$396.00	\$6.00	\$0.00	\$6.00	\$7.74	\$13.74
	Parcel ID:	09-099-G -099-G -B -019.00-P -001		Deed Book:	R2252			
	Property:	Thomas Dr 114		Deed Page:	1476			
Continental Cars Llc 16679 Mulberry Lane Athens AL 35613	2014	3657	\$1,500.00	\$22.00	\$0.00	\$22.00	\$28.38	\$50.38
	Parcel ID:	09-113-D -113-D -E -017.00-P -003		Deed Book:	R1598			
	Property:	Carmack Blvd 2125		Deed Page:	959			
Continental Credit Systems 803 So Garden St Ste 201 Columbia TN 38401	2014	3658	\$11,220.00	\$162.00	\$0.00	\$162.00	\$208.98	\$370.98
	Parcel ID:	09-099-AD-099-AD-G -023.00-P -001		Deed Book:	1345			
	Property:	S Garden St 803-201		Deed Page:	744			
Country Club Restaurant An 200 E 8th St Columbia TN 38401	2014	3814	\$6,000.00	\$86.00	\$0.00	\$86.00	\$110.94	\$196.94
	Parcel ID:	09-099-AD-099-HA-C -001.00-P -001		Deed Book:	1197			
	Property:	E 8th St 200		Deed Page:	575			
Creekside Snack Shoppe Po Box 1973 Columbia TN 38401	2014	3921	\$2,400.00	\$35.00	\$0.00	\$35.00	\$45.15	\$80.15
	Parcel ID:	09-089- -089- - -041.06-P -010		Deed Book:	R2033			
	Property:	N James Campbell Blvd 1050		Deed Page:	142			
D's Fly Detailing Services 103 Westview St	2014	4097	\$2,400.00	\$35.00	\$0.00	\$35.00	\$45.15	\$80.15
	Parcel ID:	09-089-M -089-M -E -007.00-P -001		Deed Book:	R2283			

EXHIBIT A – RESOLUTION NO. 25-67

Columbia TN 38401

Property: Westview St 103

Deed Page: 840

EXHIBIT A – RESOLUTION NO. 25-67

Run by: Michele Stevens
Run at: 8/19/2025 9:34:35 AM

City of Columbia Delinquent Tax Report

As Of Date: 08/15/2025
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Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
D1 Technologies 404 Stewart St Columbia TN 38401	2014	4098	\$594.00	\$9.00	\$0.00	\$9.00	\$11.61	\$20.61
	Parcel ID:	09-090-P -090-O -A -029.00-P -001		Deed Book:	R1596			
	Property:	Stewart St 404		Deed Page:	828			
Diamond Food Service 1614 Jamie Dr Columbia TN 38401	2014	4481	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
	Parcel ID:	09-101-K -101-K -B -008.00-P -002		Deed Book:	1202			
	Property:	Jamie Dr 1614		Deed Page:	115			
Donut Palace 1100 Nashville Hwy, Ste C Columbia TN 38401	2014	4649	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
	Parcel ID:	09-090-B -090-B -C -003.00-P -011		Deed Book:	R1690			
	Property:	Nashville Hwy 1100		Deed Page:	554			
Down Low Restaurant (The) 400 East 9th St Columbia TN 38401	2014	4706	\$2,415.00	\$35.00	\$0.00	\$35.00	\$45.15	\$80.15
	Parcel ID:	09-099-H -099-H -D -001.00-P -006		Deed Book:	1140			
	Property:	E 9th St 400		Deed Page:	696			
Elite Motor Group 116 Cemetery Avenue Columbia TN 38401	2014	4994	\$2,400.00	\$35.00	\$0.00	\$35.00	\$45.15	\$80.15
	Parcel ID:	09-099-I -099-I -D -004.00-P -002		Deed Book:	819			
	Property:	Cemetery Ave 116		Deed Page:	208			
Extend A Suites 1208 Nashville Hwy Columbia TN 38401	2014	5258	\$4,873.00	\$70.00	\$0.00	\$70.00	\$90.30	\$160.30
	Parcel ID:	09-075-O -075-N -A -020.00-P -019		Deed Book:	785			
	Property:	Nashville Hwy 1208		Deed Page:	81			
Frank's Party Pac 903 Riverside Dr Columbia TN 38401	2014	5693	\$4,800.00	\$69.00	\$0.00	\$69.00	\$89.01	\$158.01
	Parcel ID:	09-090-J -090-J -C -012.01-P -001		Deed Book:	R2289			
	Property:	Riverside Dr 903		Deed Page:	1390			
G & S Cleaning Service 29642 Bird's Eye Dr Zephyrhills FL 33543	2014	5812	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
	Parcel ID:	09-101-F -101-F -E -038.00-P -001		Deed Book:	R2273			
	Property:	Lillian Cir 1623		Deed Page:	487			
Go Large Enterprises Llc 73 White Bridge Rd Ste 103	2014	6242	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
	Parcel ID:	09-112-C -112-F -A -034.00-P -002		Deed Book:	R1421			

EXHIBIT A – RESOLUTION NO. 25-67

Nashville TN 37205

Property: Hampton Rd 210

Deed Page: 741

EXHIBIT A – RESOLUTION NO. 25-67

Run by: Michele Stevens
Run at: 8/19/2025 9:34:35 AM

City of Columbia Delinquent Tax Report

As Of Date: 08/15/2025
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Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
Granny Bees Bargains 2004 Carmack Blvd, Ste C Columbia TN 38401	2014	6422	\$3,000.00	\$43.00	\$0.00	\$43.00	\$55.47	\$98.47
	Parcel ID:	09-100-M -100-M -P -014.00-P -026		Deed Book:	669			
	Property:	Carmack Blvd 2004		Deed Page:	29			
H & H Painters 1812 Morningside Avenue Columbia TN 38401	2014	6674	\$2,145.00	\$31.00	\$0.00	\$31.00	\$39.99	\$70.99
	Parcel ID:	09-100-N -100-N -E -005.00-P -002		Deed Book:	R1492			
	Property:	Morningside Ave 1812		Deed Page:	513			
Hair Flair 114c Nashville Hwy Columbia TN 38401	2014	6718	\$660.00	\$10.00	\$0.00	\$10.00	\$12.90	\$22.90
	Parcel ID:	09-090-P -090-P -B -031.00-P -008		Deed Book:	649			
	Property:	Nashville Hwy 114		Deed Page:	555			
Hazen Installation And 5002 Hairston Court Columbia TN 38401	2014	7228	\$759.00	\$11.00	\$0.00	\$11.00	\$14.19	\$25.19
	Parcel ID:	09-101-L -101-L -H -027.00-P -001		Deed Book:	R2237			
	Property:	Hairston Ct 5002		Deed Page:	1381			
Holmes Family Distributing 1404 Wilson Ct Columbia TN 38401	2014	7656	\$1,035.00	\$15.00	\$0.00	\$15.00	\$19.35	\$34.35
	Parcel ID:	09-113-I -113-I -B -002.00-P -002		Deed Book:	847			
	Property:	Wilson Ct 1404		Deed Page:	508			
Indoor Direct Inc 12141 Admirals Pointe Cir Indianapolis IN 46236	2014	8053	\$702.00	\$10.00	\$0.00	\$10.00	\$12.90	\$22.90
	Parcel ID:	09-090-B -090-B -C -004.02-P -002		Deed Book:	R2200			
	Property:	Bear Creek Pike 113		Deed Page:	1496			
Indoor Direct Inc 12141 Admirals Pointe Cir Indianapolis IN 46236	2014	8054	\$702.00	\$10.00	\$0.00	\$10.00	\$12.90	\$22.90
	Parcel ID:	09-100-B -100-B -B -002.01-P -002		Deed Book:	R1897			
	Property:	Hampshire Pike 1117		Deed Page:	529			
Ivey E C Cabinetmakers 1405 Windermere Dr Columbia TN 38401	2014	8103	\$1,320.00	\$19.00	\$0.00	\$19.00	\$24.51	\$43.51
	Parcel ID:	09-100-E -100-E -D -009.00-P -001		Deed Book:	1279			
	Property:	S Garden St 1108		Deed Page:	919			
J And W Drywall 308 Kimberly Dr	2014	8121	\$2,400.00	\$35.00	\$0.00	\$35.00	\$45.15	\$80.15
	Parcel ID:	08-101-G -101-G -A -017.00-P -001		Deed Book:	791			

EXHIBIT A – RESOLUTION NO. 25-67

Columbia TN 38401

Property: Kimberly Dr 308

Deed Page: 555

EXHIBIT A – RESOLUTION NO. 25-67

Run by: Michele Stevens
Run at: 8/19/2025 9:34:35 AM

City of Columbia Delinquent Tax Report

As Of Date: 08/15/2025
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Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
J L R Construction 1001 Adair Ave Columbia TN 38401	2014	8125	\$2,400.00	\$35.00	\$0.00	\$35.00	\$45.15	\$80.15
	Parcel ID:	09-089-N -089-N -G -033.00-P -001		Deed Book:	727			
	Property:	Adair Ave 1001		Deed Page:	349			
Jens House Cleaning 1104 Sunset Dr Columbia TN 38401	2014	8322	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
	Parcel ID:	09-100-G -100-G -B -037.00-P -002		Deed Book:	R2255			
	Property:	Sunset Dr 1104		Deed Page:	1265			
Juice Bar (The) 211 Hilltop Drive Columbia TN 38401	2014	8738	\$1,500.00	\$22.00	\$0.00	\$22.00	\$28.38	\$50.38
	Parcel ID:	09-099-A -090-P -B -022.00-P -034		Deed Book:	1264			
	Property:	N Garden St Ste 105 502		Deed Page:	144			
Knott Sam 205 Elaine Dr Columbia TN 38401	2014	9075	\$200.00	\$3.00	\$0.00	\$3.00	\$3.87	\$6.87
	Parcel ID:	09-099-A -099-A -B -006.00- -000		Deed Book:	263			
	Property:	E 6th St		Deed Page:	267			
Krazy J's Variety 22 Park Plus Ct Columbia TN 38401	2014	9117	\$330.00	\$5.00	\$0.00	\$5.00	\$6.45	\$11.45
	Parcel ID:	09-114- -114- - -078.09-P -003		Deed Book:	R1412			
	Property:	Park Plus Ct 22		Deed Page:	181			
Liquidation Outlet 1507 Nashville Hwy Ste A Columbia TN 38401	2014	9562	\$5,061.00	\$73.00	\$0.00	\$73.00	\$94.17	\$167.17
	Parcel ID:	09-075-K -075-J -C -004.00-P -014		Deed Book:	R2224			
	Property:	Nashville Hwy 1507		Deed Page:	888			
Little Rascals Daycare 722 Patrick Ln Columbia TN 38401	2014	9569	\$1,425.00	\$21.00	\$0.00	\$21.00	\$27.09	\$48.09
	Parcel ID:	09-114- -114- - -003.00-P -001		Deed Book:	R1435			
	Property:	Patrick Ln 722		Deed Page:	331			
Lock And Load Guns And Amm P O Box 1651 Columbia TN 38402	2014	9594	\$1,980.00	\$29.00	\$0.00	\$29.00	\$37.41	\$66.41
	Parcel ID:	09-100-J -100-J -E -016.00-P -101		Deed Book:	1149			
	Property:	S James Campbell Blvd 1202		Deed Page:	309			
M & M Machine Shop P O Box 808	2014	9936	\$21,949.00	\$316.00	\$0.00	\$316.00	\$407.64	\$723.64
	Parcel ID:	09-099-I -099-I -A -017.00-P -001		Deed Book:	1177			

EXHIBIT A – RESOLUTION NO. 25-67

Columbia TN 38402

Property: Cemetery Ave 211

Deed Page: 707

EXHIBIT A – RESOLUTION NO. 25-67

Run by: Michele Stevens
Run at: 8/19/2025 9:34:35 AM

City of Columbia
Delinquent Tax Report

As Of Date: 08/15/2025
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Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
M & S Paving	2014	9937	\$22,500.00	\$324.00	\$0.00	\$324.00	\$417.96	\$741.96
2409 Greens Mill Rd Lot #2	Parcel ID:	03-051- -051- - -020.00-P -007		Deed Book:	R2014			
Columbia TN 38401	Property:	Greens Mill Rd 2409		Deed Page:	184			
Melmedic Llc	2014	10876	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
1806 Luke Ct	Parcel ID:	03-042-H -042-H -A -048.00-P -002		Deed Book:	R2097			
Columbia TN 38401	Property:	Luke Ct 1806		Deed Page:	8			
Mg's Auto Detailing	2014	10908	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
100 Greenwood Acres Drive	Parcel ID:	09-090-G -090-G -A -018.00-P -001		Deed Book:	R1961			
Columbia TN 38401	Property:	Greenwood Acres Dr 100		Deed Page:	509			
Mind, Body, And Soul Massa	2014	11029	\$330.00	\$5.00	\$0.00	\$5.00	\$6.45	\$11.45
512 6th Ave	Parcel ID:	09-090-J -090-J -D -010.00-P -003		Deed Book:	1227			
Columbia TN 38401	Property:	6th Ave 512		Deed Page:	117			
Monie's Designs	2014	11110	\$1,766.00	\$25.00	\$0.00	\$25.00	\$32.25	\$57.25
212 Clinch Avenue	Parcel ID:	09-099-H -042- - -014.00-P -015		Deed Book:	R1548			
Columbia TN 38401	Property:	Cayer Ln 2500		Deed Page:	358			
N V B Inc	2014	11417	\$2,715.00	\$39.00	\$0.00	\$39.00	\$50.31	\$89.31
1100-C Nashville Hwy	Parcel ID:	09-090-B -090-B -C -003.00-P -010		Deed Book:	R1690			
Columbia TN 38401	Property:	Nashville Hwy 1100-C		Deed Page:	554			
Nana's Treasures	2014	11432	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
1824 C S Main St	Parcel ID:	09-100-M -100-M -C -013.00-P -007		Deed Book:	793			
Columbia TN 38401	Property:	S Main St 1824		Deed Page:	399			
New Start Transitional Liv	2014	11574	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
210 N High St	Parcel ID:	09-100-E -100-E -C -026.00-P -001		Deed Book:	R2276			
Columbia TN 38401	Property:	S High St 1016		Deed Page:	17			
Oi Merch	2014	11822	\$155.00	\$2.00	\$0.00	\$2.00	\$2.58	\$4.58
305 W 9th St	Parcel ID:	09-100-E -100-E -C -007.00-P -001		Deed Book:	R2009			

EXHIBIT A – RESOLUTION NO. 25-67

Columbia TN 38401

Property: W 9th St 305

Deed Page: 1227

EXHIBIT A – RESOLUTION NO. 25-67

Run by: Michele Stevens
Run at: 8/19/2025 9:34:35 AM

City of Columbia Delinquent Tax Report

As Of Date: 08/15/2025
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Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
Owens Cabinet Llc 1442 Williamsport Pike Columbia TN 38401	2014	11944	\$3,795.00	\$55.00	\$0.00	\$55.00	\$70.95	\$125.95
	Parcel ID:	09-088-M -088-M -C -016.00-P -001		Deed Book:	R2286			
	Property:	Williamsport Pk 1442		Deed Page:	451			
Palm Strings Music Svces 205 Crestland Dr Columbia TN 38401	2014	12013	\$462.00	\$7.00	\$0.00	\$7.00	\$9.03	\$16.03
	Parcel ID:	09-075-N -075-N -B -019.00-P -001		Deed Book:	R1603			
	Property:	Crestland Dr 205		Deed Page:	875			
Patrick's Painting & Refin #2 Academy Ct Columbia TN 38401	2014	12185	\$1,500.00	\$22.00	\$0.00	\$22.00	\$28.38	\$50.38
	Parcel ID:	09-100-C -100-C -D -016.00-P -001		Deed Book:	1190			
	Property:	Academy Ct 2		Deed Page:	838			
Peden Dozier & Trucking 1831 Buck Daniels Rd Culleoka TN 38451	2014	12288	\$44,994.00	\$648.00	\$0.00	\$648.00	\$835.92	\$1,483.92
	Parcel ID:	09-089-L -089-M -B -044.00-P -001		Deed Book:	R1420			
	Property:	Hill St 205		Deed Page:	427			
Perfect Print Advertising 1302 Hampshire Pike Columbia TN 38401	2014	12345	\$1,500.00	\$22.00	\$0.00	\$22.00	\$28.38	\$50.38
	Parcel ID:	09-089-P -089-P -A -009.00-P -002		Deed Book:	R2055			
	Property:	Hampshire Pike 1302		Deed Page:	577			
Perfect Touch Mobile Detai 213 Elaine Dr Columbia TN 38401	2014	12348	\$3,300.00	\$48.00	\$0.00	\$48.00	\$61.92	\$109.92
	Parcel ID:	09-089-K -089-K -H -005.00-P -001		Deed Book:	767			
	Property:	Elaine Dr 213		Deed Page:	453			
Pressure Washing & Lawn Ca 117 Dawson Dr Columbia TN 38401	2014	12810	\$330.00	\$5.00	\$0.00	\$5.00	\$6.45	\$11.45
	Parcel ID:	09-100-E -100-E -F -028.00-P -015		Deed Book:	R1414			
	Property:	Dawson Dr 117		Deed Page:	843			
Prolific Music Group 213 Avra Ct Columbia TN 38401	2014	12865	\$3,300.00	\$48.00	\$0.00	\$48.00	\$61.92	\$109.92
	Parcel ID:	09-089-E -089-E -I -002.00-P -001		Deed Book:	R2287			
	Property:	Avra Ct 213		Deed Page:	473			
Prostacare Llc 1407 Hatcher Lane	2014	12869	\$8,903.00	\$128.00	\$0.00	\$128.00	\$165.12	\$293.12
	Parcel ID:	09-100-K -100-J -D -021.00-P -003		Deed Book:	1136			

EXHIBIT A – RESOLUTION NO. 25-67

Columbia TN 38401

Property: Hatcher Ln 1407

Deed Page: 173

EXHIBIT A – RESOLUTION NO. 25-67

Run by: Michele Stevens
Run at: 8/19/2025 9:34:35 AM

City of Columbia Delinquent Tax Report

As Of Date: 08/15/2025
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Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
Quality Home Inspection 1904 Woodmont Drive Columbia TN 38401	2014	12925	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
	Parcel ID:	09-100-N -100-N -H -011.00-P -001		Deed Book:	R2286			
	Property:	Woodmont Dr 1904		Deed Page:	1325			
Quality Lawn And Tree 111 Breckenridge Rd Columbia TN 38401	2014	12926	\$1,523.00	\$22.00	\$0.00	\$22.00	\$28.38	\$50.38
	Parcel ID:	02-076- -076- - -075.11-P -021		Deed Book:	1128			
	Property:	Breckenridge Rd 111		Deed Page:	371			
Red Lark (The) 234 Red Oak Trail Spring Hill TN 37174	2014	13210	\$722.00	\$10.00	\$0.00	\$10.00	\$12.90	\$22.90
	Parcel ID:	03-042- -042- - -018.00-P -003		Deed Book:	R1863			
	Property:	Old Hwy 31 2632		Deed Page:	510			
Rekindle Gifts & Decor Po Box 44 Spring Hill TN 37174	2014	13289	\$1,500.00	\$22.00	\$0.00	\$22.00	\$28.38	\$50.38
	Parcel ID:	03-042-J -042-J -C -011.00-P -002		Deed Book:	R2109			
	Property:	Spring Meade Blvd 2805		Deed Page:	1131			
Rio Colorado 2302 Carmack Blvd Columbia TN 38401	2014	13466	\$497.00	\$7.00	\$0.00	\$7.00	\$9.03	\$16.03
	Parcel ID:	09-113-E -113-D -G -010.01-P -002		Deed Book:	1264			
	Property:	Carmack Blvd 2302		Deed Page:	149			
Ritco Inc 2488 Park Plus Drive Columbia TN 38401	2014	13484	\$15,300.00	\$220.00	\$0.00	\$220.00	\$283.80	\$503.80
	Parcel ID:	09-113- -113- - -049.06-P -002		Deed Book:	R2072			
	Property:	Park Plus Dr 2488		Deed Page:	647			
Ron's Lube Express 208 Jackson Heights Rd Columbia TN 38401	2014	13669	\$3,480.00	\$50.00	\$0.00	\$50.00	\$64.50	\$114.50
	Parcel ID:	09-090-P -090-P -A -018.00-P -001		Deed Book:	601			
	Property:	N Garden St 313		Deed Page:	182			
Ron's Wallcovering 1717 Auburn Ln Columbia TN 38401	2014	13670	\$2,574.00	\$37.00	\$0.00	\$37.00	\$47.73	\$84.73
	Parcel ID:	09-101-B -101-B -F -036.00-P -001		Deed Book:	R1680			
	Property:	Auburn Ln 1717		Deed Page:	345			
Santana's Make Ready Servi 204 W 3rd St	2014	13958	\$150.00	\$2.00	\$0.00	\$2.00	\$2.58	\$4.58
	Parcel ID:	09-090-P -090-P -A -007.00-P -001		Deed Book:	R1911			

EXHIBIT A – RESOLUTION NO. 25-67

Columbia TN 38401

Property: W 3rd St 204

Deed Page: 912

EXHIBIT A – RESOLUTION NO. 25-67

Run by: Michele Stevens
Run at: 8/19/2025 9:34:35 AM

City of Columbia
Delinquent Tax Report

As Of Date: 08/15/2025
Page 10 of 14

Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
Sarah B Gilliam Photograph 1117 Nashville Hwy Columbia TN 38401	2014	13961	\$330.00	\$5.00	\$0.00	\$5.00	\$6.45	\$11.45
	Parcel ID:	09-075-O -075-O -C -035.00-P -001		Deed Book:	R1941			
	Property:	Nashville Hwy 1117		Deed Page:	236			
Sassy Southern Jewels 100 Bandywood Ct Columbia TN 38401	2014	13972	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
	Parcel ID:	09-113-F -113-F -E -020.00-P -001		Deed Book:	R1602			
	Property:	Bandywood Ct 100		Deed Page:	585			
See It Your Way 2902 Campbellsville Pike A Columbia TN 38401	2014	14177	\$600.00	\$9.00	\$0.00	\$9.00	\$11.61	\$20.61
	Parcel ID:	09-113-F -113-F -G -004.00-P -001		Deed Book:	WB 33			
	Property:	Campbellsville Pk Ap 2902		Deed Page:	329			
Sellbizopps 1116 W 7th St #156 Columbia TN 38401	2014	14186	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
	Parcel ID:	09-089-O -089-O -A -006.01-P -003		Deed Book:	1186			
	Property:	W 7th St 1116		Deed Page:	690			
Shaded Image 1803a Carmack Blvd Columbia TN 38401	2014	14247	\$3,300.00	\$48.00	\$0.00	\$48.00	\$61.92	\$109.92
	Parcel ID:	09-099-P -099-P -G -018.00-P -002		Deed Book:	WB 33			
	Property:	Carmack Blvd 1803		Deed Page:	329			
Shake-N-Shiver 510 East End St Columbia TN 38401	2014	14250	\$495.00	\$7.00	\$0.00	\$7.00	\$9.03	\$16.03
	Parcel ID:	09-099-B -099-B -A -014.00-P -001		Deed Book:	487			
	Property:	E End St 510		Deed Page:	271			
Skillz 208 West 5th St Ste A Columbia TN 38401	2014	14520	\$330.00	\$5.00	\$0.00	\$5.00	\$6.45	\$11.45
	Parcel ID:	09-099-A -090-P -C -017.00-P -014		Deed Book:	499			
	Property:	W 5th St 208-A		Deed Page:	224			
Spectra Payments Llc 803 So Garden St Ste 201 Columbia TN 38401	2014	14825	\$231.00	\$3.00	\$0.00	\$3.00	\$3.87	\$6.87
	Parcel ID:	09-099-AD-099-AD-G -023.00-P -002		Deed Book:	1345			
	Property:	S Garden St 803-201		Deed Page:	744			
Split Endz 1811 B Carmack Blvd	2014	14851	\$2,805.00	\$40.00	\$0.00	\$40.00	\$51.60	\$91.60
	Parcel ID:	09-099-P -099-P -G -014.00-P -009		Deed Book:	WB 33			

Columbia TN 38401

Property: Carmack Blvd 1811

Deed Page: 329

EXHIBIT A – RESOLUTION NO. 25-67

Run by: Michele Stevens
Run at: 8/19/2025 9:34:35 AM

City of Columbia Delinquent Tax Report

As Of Date: 08/15/2025
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Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
Steve's Gun & Archery 1011 Bear Creek Pike Columbia TN 38401	2014	14978	\$13,934.00	\$201.00	\$0.00	\$201.00	\$259.29	\$460.29
	Parcel ID:	04-092- -092- - -001.02-P -002		Deed Book:	829			
	Property:	Bear Creek Pk 1011		Deed Page:	433			
Stoney's Bail Bonding 1230 Industrial Park Rd Columbia TN 38401	2014	15067	\$545.00	\$8.00	\$0.00	\$8.00	\$10.32	\$18.32
	Parcel ID:	02-076- -076- - -075.03-P -003		Deed Book:	R1579			
	Property:	Industrial Park Rd 1230		Deed Page:	96			
Stoneys Auto Salvage Inc 1230 Industrial Park Road Columbia TN 38401	2014	15069	\$40,328.00	\$581.00	\$0.00	\$581.00	\$749.49	\$1,330.49
	Parcel ID:	02-076- -076- - -075.03-P -001		Deed Book:	R1579			
	Property:	Industrial Park Rd 1230		Deed Page:	96			
Storage Solutions Of 6201 Cayce Ln Columbia TN 38401	2014	15075	\$4,044.00	\$58.00	\$0.00	\$58.00	\$74.82	\$132.82
	Parcel ID:	09-101- -101- - -027.34-P -002		Deed Book:	R2260			
	Property:	Cayce Ln 6201		Deed Page:	1042			
Subway #46307 C/O Robert S 101 William Whitworth Rd Pulaski TN 38478	2014	15156	\$11,550.00	\$166.00	\$0.00	\$166.00	\$214.14	\$380.14
	Parcel ID:	09-112- -112- - -019.11-P -023		Deed Book:	R2062			
	Property:	Trotwood Ave 5021		Deed Page:	1495			
Super Cheap Tobacco And Be 142 Bear Creek Pike Columbia TN 38401	2014	15181	\$1,500.00	\$22.00	\$0.00	\$22.00	\$28.38	\$50.38
	Parcel ID:	09-090-G -090-F -A -007.01-P -007		Deed Book:	R2269			
	Property:	Bear Creek Pk 142		Deed Page:	290			
Tates's Custom Tinting 102 Haven Dr Columbia TN 38401	2014	15310	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
	Parcel ID:	09-100-J -100-J -A -012.00-P -001		Deed Book:	659			
	Property:	Haven Dr 102		Deed Page:	791			
Tekel Concrete 710 Krissy Ct Columbia TN 38401	2014	15367	\$578.00	\$8.00	\$0.00	\$8.00	\$10.32	\$18.32
	Parcel ID:	09-101-K -101-K -D -021.00-P -001		Deed Book:	R1895			
	Property:	Krissy Ct 710		Deed Page:	303			
Throttell Dumpaz Cycles 1614 Lindsey Dr	2014	15567	\$825.00	\$12.00	\$0.00	\$12.00	\$15.48	\$27.48
	Parcel ID:	09-101-F -101-F -A -012.00-P -001		Deed Book:	665			

EXHIBIT A – RESOLUTION NO. 25-67

Columbia TN 38401

Property: Lindsey Dr 1614

Deed Page: 792

EXHIBIT A – RESOLUTION NO. 25-67

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City of Columbia Delinquent Tax Report

As Of Date: 08/15/2025
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Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
Tonalius Management Llc 1620 Baucom Dr Columbia TN 38401	2014	15761	\$396.00	\$6.00	\$0.00	\$6.00	\$7.74	\$13.74
	Parcel ID:	09-099-I -099-I -E -001.00-P -014		Deed Book:	R2051			
	Property:	Carmack Blvd 1501-C		Deed Page:	389			
Turning Hedzz 1811-A Carmack Blvd Columbia TN 38401	2014	15921	\$330.00	\$5.00	\$0.00	\$5.00	\$6.45	\$11.45
	Parcel ID:	09-099-P -099-P -G -014.00-P -007		Deed Book:	WB 33			
	Property:	Carmack Blvd 1811-A		Deed Page:	329			
U-S Kh Donuts 1334 Trotwood Ave Columbia TN 38401	2014	15940	\$750.00	\$11.00	\$0.00	\$11.00	\$14.19	\$25.19
	Parcel ID:	09-100-P -100-J -F -014.01-P -003		Deed Book:	R2015			
	Property:	Trotwood Ave 1334		Deed Page:	541			
Vandiver Property Rentals P O Box 1704 Columbia TN 38402	2014	16259	\$429.00	\$6.00	\$0.00	\$6.00	\$7.74	\$13.74
	Parcel ID:	09-090-J -090-J -C -013.01-P -004		Deed Book:	723			
	Property:	Riverside Dr 905		Deed Page:	234			
Wat\$da Ticket Apparel & Ac P O Box 1343 Huntsville AL 35807	2014	16575	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
	Parcel ID:	09-099-A -099-A -F -012.00-P -003		Deed Book:	R2277			
	Property:	Hannaway St 510		Deed Page:	569			
Watkins Automotive 211 E 6th St Columbia TN 38401	2014	16579	\$11,550.00	\$166.00	\$0.00	\$166.00	\$214.14	\$380.14
	Parcel ID:	09-099-A -099-A -A -013.00-P -002		Deed Book:	411			
	Property:	E 6th Sts 211		Deed Page:	185			
Wells Painting 314 West 12th Street Columbia TN 38401	2014	16750	\$1,500.00	\$22.00	\$0.00	\$22.00	\$28.38	\$50.38
	Parcel ID:	09-100-E -100-E -G -004.00-P -002		Deed Book:	729			
	Property:	W 12th St 314		Deed Page:	121			
West End One Stop Shop 301 North High St Columbia TN 38401	2014	16789	\$330.00	\$5.00	\$0.00	\$5.00	\$6.45	\$11.45
	Parcel ID:	09-089-M -089-M -C -013.00-P -004		Deed Book:	R1976			
	Property:	North High St 301		Deed Page:	426			
White/Woodard Realty Pc P O Box 784	2014	16940	\$10,495.00	\$151.00	\$0.00	\$151.00	\$194.79	\$345.79
	Parcel ID:	09-100-J -100-J -F -001.00-P -013		Deed Book:	605			

Columbia TN 38402

Property: Trotwood Ave 1300

Deed Page: 201

EXHIBIT A – RESOLUTION NO. 25-67

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Run at: 8/19/2025 9:34:35 AM

City of Columbia Delinquent Tax Report

As Of Date: 08/15/2025
Page 13 of 14

Name/Address	Year	Receipt	Assessed	Total Tax:	Tax Paid:	Tax Owed:	Calc Interest:	Total Due:
Tax Year: 2014								
Xtreme Mattress Discounter	2014	17463	\$900.00	\$13.00	\$0.00	\$13.00	\$16.77	\$29.77
100 Nashville Hwy	Parcel ID:	09-090-P -090-P -B -028.00-P -003		Deed Book:	R2076			
Columbia TN 38401	Property:	Nashville Hwy 100		Deed Page:	1220			
Zoongizi	2014	17580	\$300.00	\$4.00	\$0.00	\$4.00	\$5.16	\$9.16
1029 Cantwell Place	Parcel ID:	09-090-I -090-I -D -008.00-P -002		Deed Book:	721			
Spring Hill TN 37174	Property:	W 7th St 116		Deed Page:	734			
	2014	60008	\$9,570.00	\$138.00	\$0.00	\$138.00	\$178.02	\$316.02
	Parcel ID:			Deed Book:				
	Property:	Mc017050		Deed Page:				
Tax Year Totals:			\$374,992.00	\$5,405.00	\$0.00	\$5,405.00	\$6,972.45	\$12,377.45

EXHIBIT A – RESOLUTION NO. 25-67

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Run at: 8/19/2025 9:34:35 AM

City of Columbia
Delinquent Tax Report

As Of Date: 08/15/2025
Page 14 of 14

Tax Year	Tax Type	Count	Assessed Value	Total Tax	Tax Paid	Tax Owed	Calc Interest	Total Due
2014	Ad Valorem Tax	1	9,570.00	138.00	0.00	138.00	178.02	316.02
2014	Tax Roll	110	365,422.00	5,267.00	0.00	5,267.00	6,794.43	12,061.43
Tax Year Totals:		111	374,992.00	5,405.00	0.00	5,405.00	6,972.45	12,377.45
Grand Totals:		111	374,992.00	5,405.00	0.00	5,405.00	6,972.45	12,377.45

Calc Interest As Of Date: 08/15/2025



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: 2ND 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 second 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.

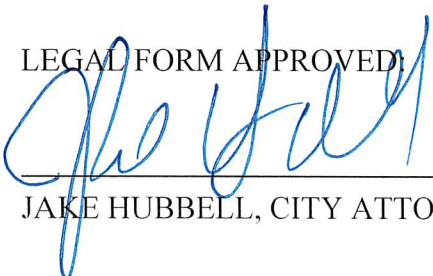
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of September, 2025.

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 _____

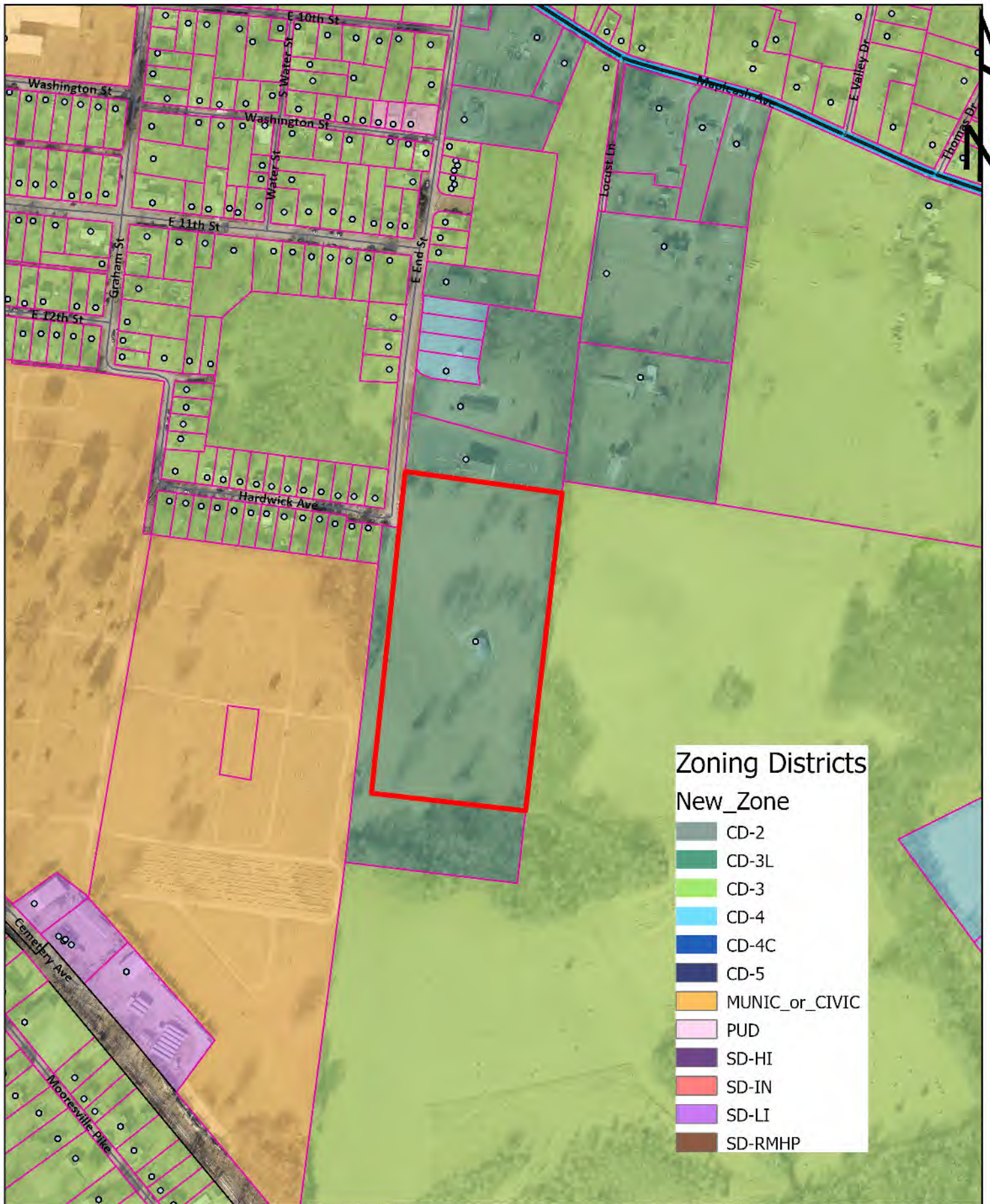
Passed on 2nd consideration: _____

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





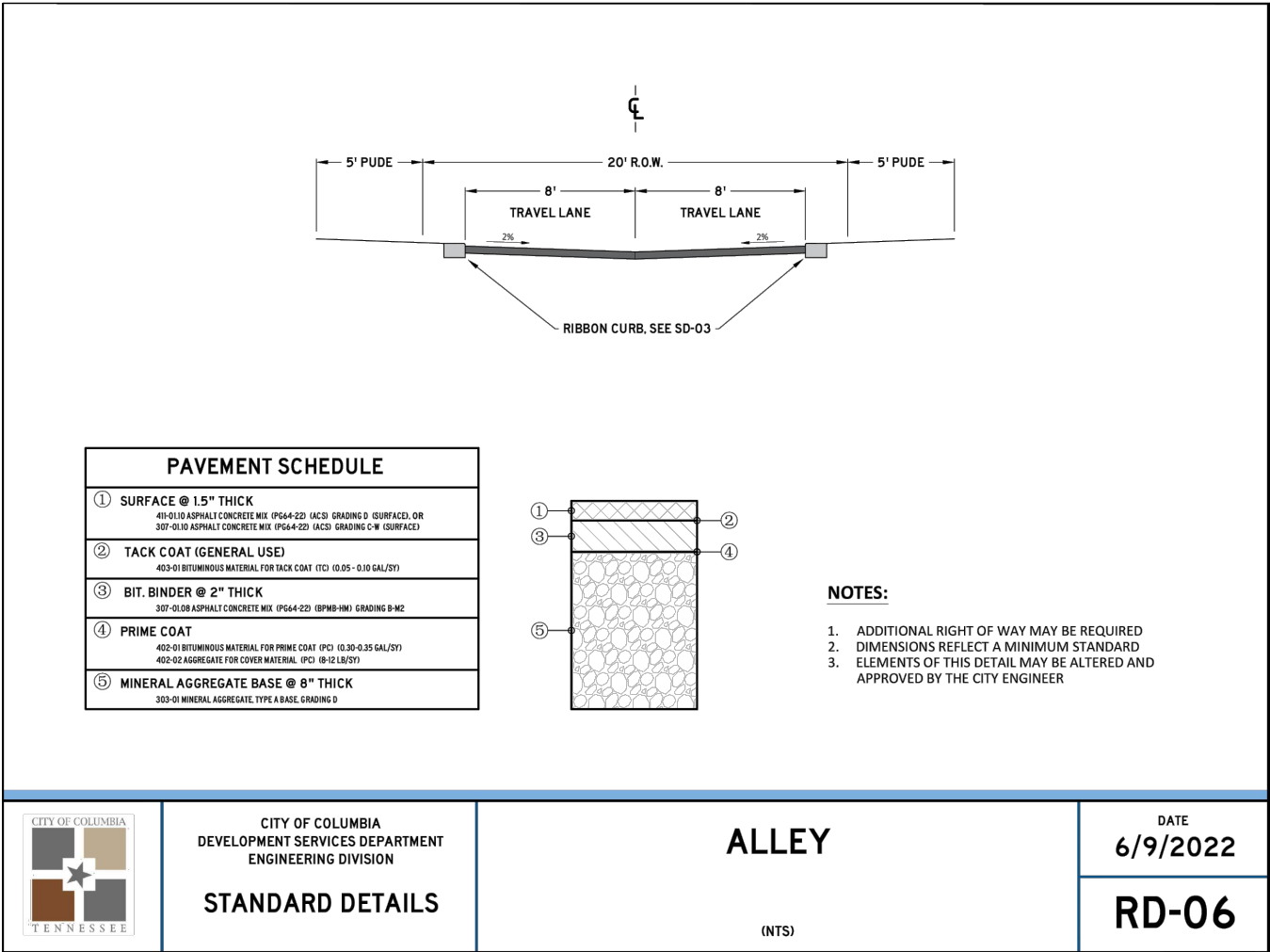
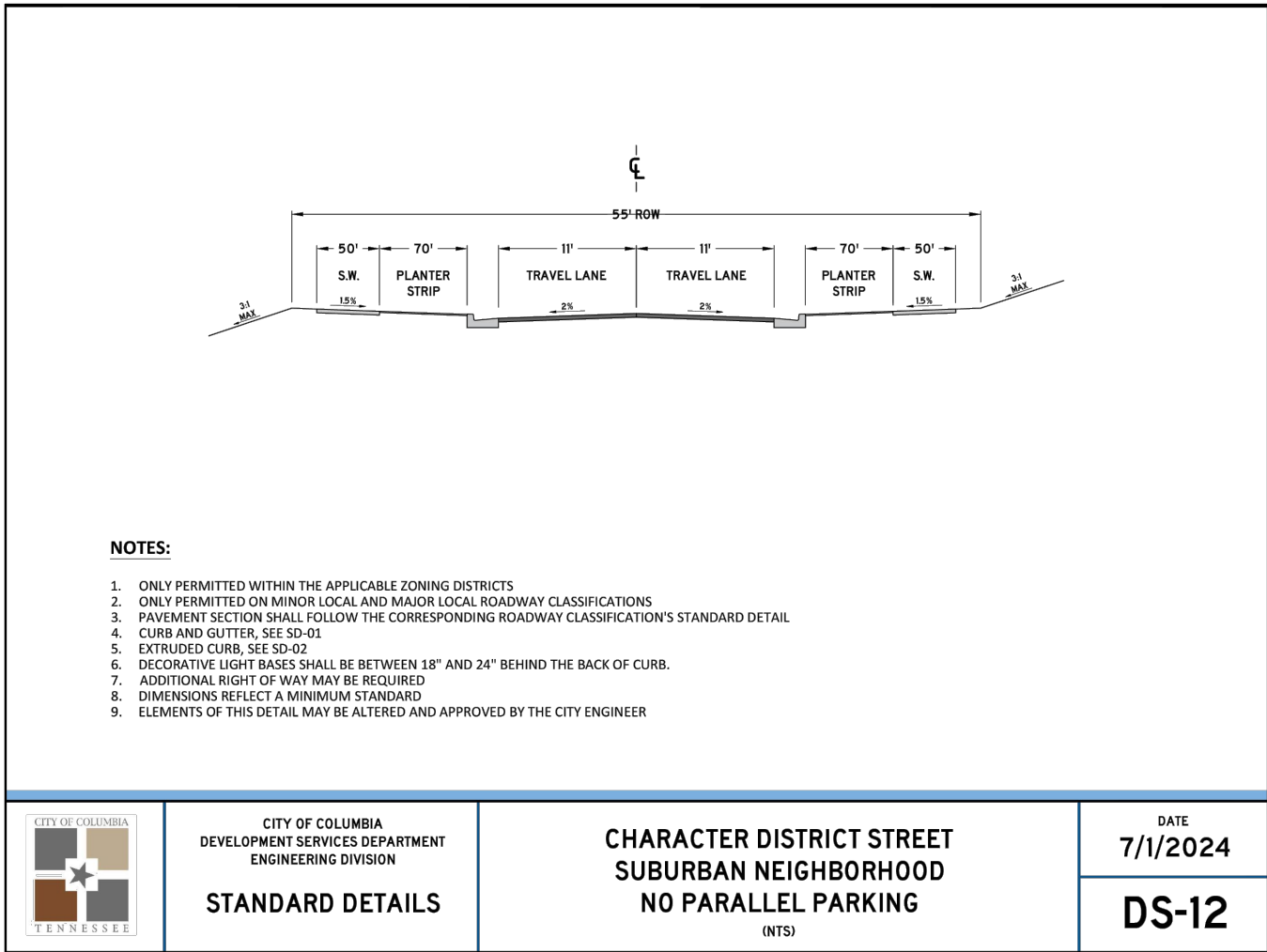
Total Site Data	
PROVIDED	
TOTAL PROPERTY ACREAGE	10.00 +/- AC
CURRENT ZONING	CD-3L
PROPOSED REZONING	CD-3
LOT WIDTH (MIN.)	49 FT IF ALLEY LOADED GARAGE AT REAR, OTHERWISE 65 FT
TREE SAVE AREA	0.43 AC > 0.43 AC (REQUIRED)
LOTS	4.82 AC
TOTAL OPEN SPACE	2.53 AC
TOTAL CIVIC SPACE	0.64 AC (6.4% OF GROSS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

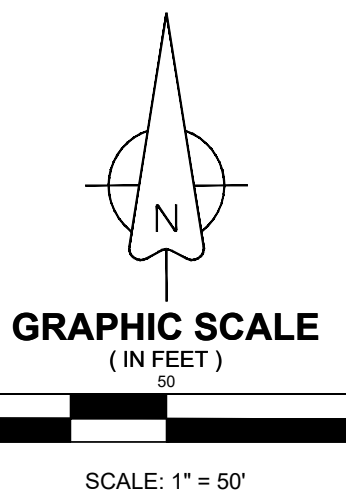
LOT AREA TABLE		
LOT NO.	AREA (SQ. FT.)	AREA (ACRES)
1	9,110	0.21
2	7,425	0.17
3	7,425	0.17
4	7,425	0.17
5	7,425	0.17
6	7,425	0.17
7	9,009	0.21
8	8,797	0.20
9	4,179	0.10
10	4,000	0.09
11	5,048	0.12
12	5,048	0.12
13	4,000	0.09
14	4,000	0.09
15	4,000	0.09
16	4,000	0.09
17	7,150	0.16
18	7,164	0.16
19	7,937	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



LEGEND

--- PROPERTY LINE

- - - EXISTING CONTOURS



ARCHITECTURE
INTERIORS
CIVIL SITE

1118 SOUTH MAIN ST, COLUMBIA, TN 38401 | 615.471.7477 | WWW.TKC-AE.COM

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

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

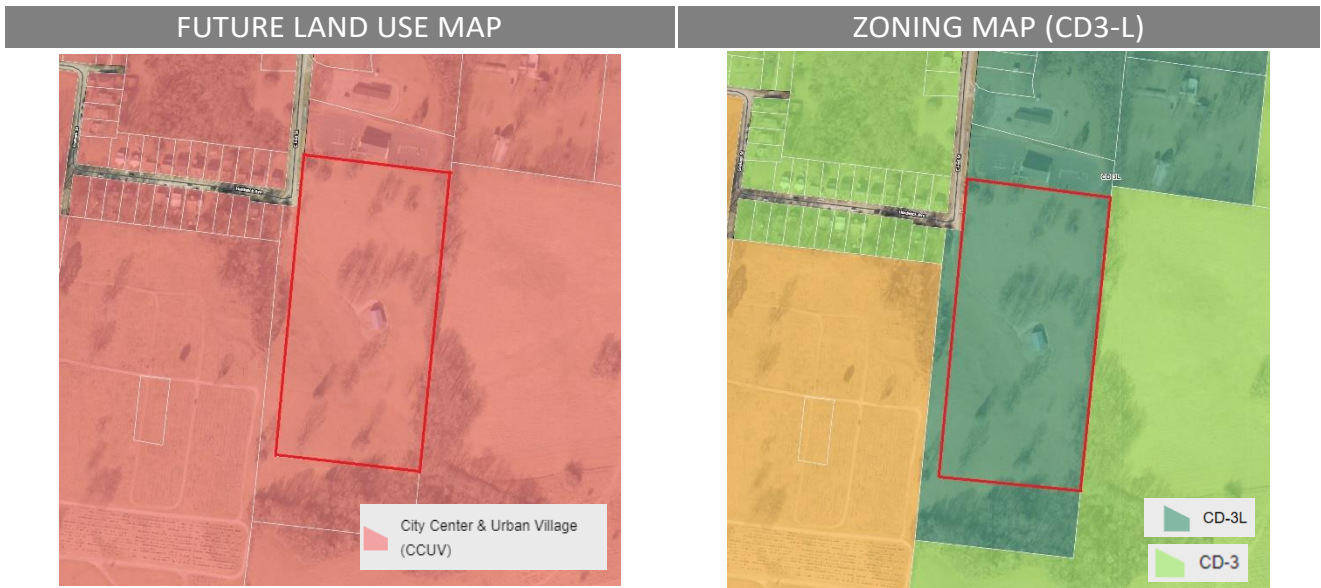
PROJECT SUMMARY

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

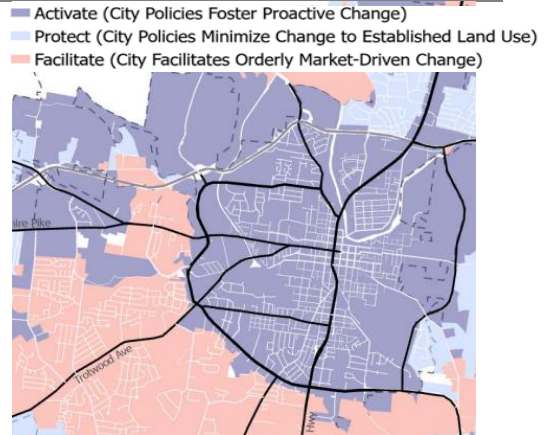
Implementing Standards

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

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: 2ND 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 second 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;

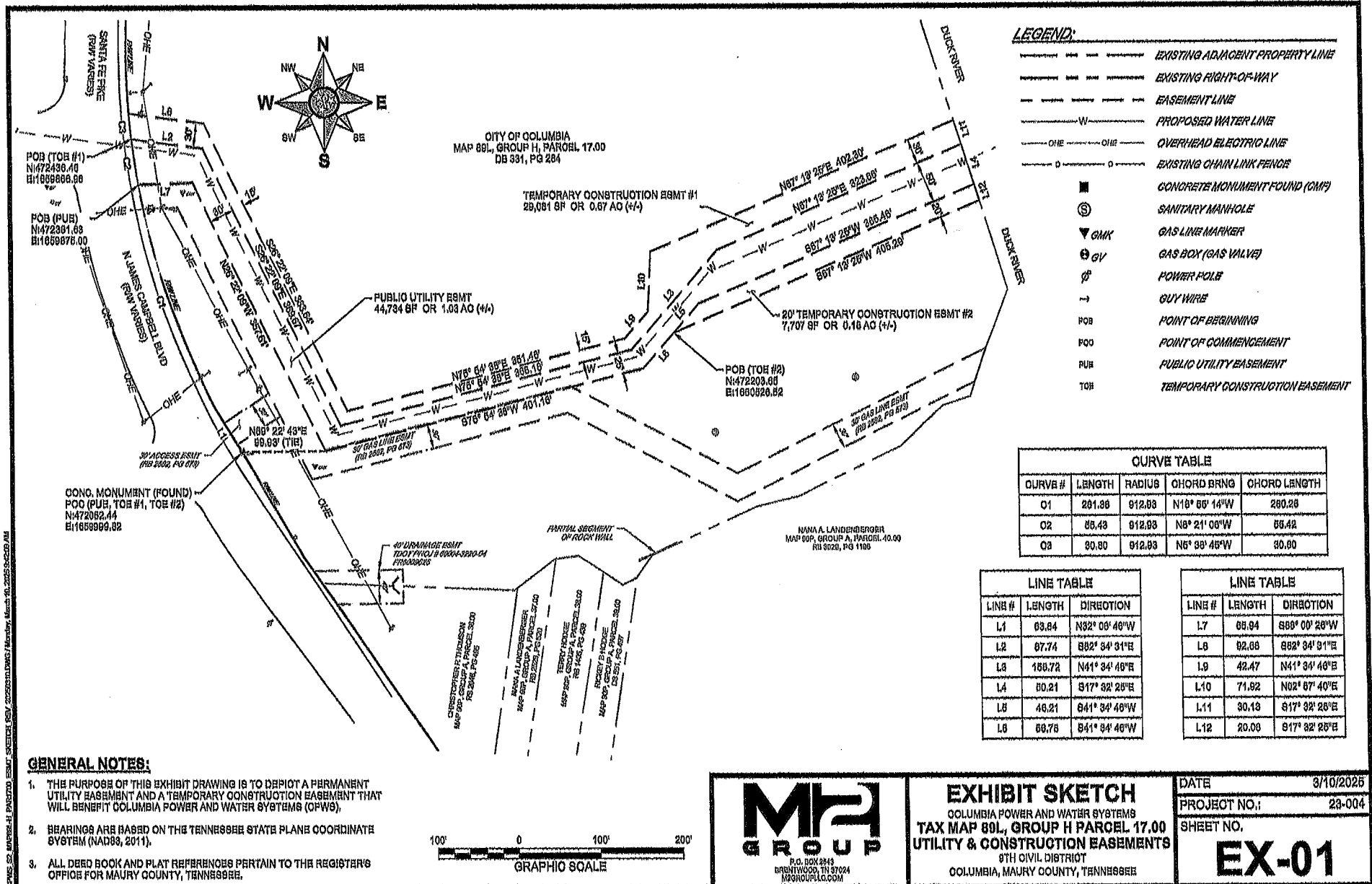
Thence, continuing severing said City of Columbia property, the following two (2) calls:

- 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>
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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 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: 2ND 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 second 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;

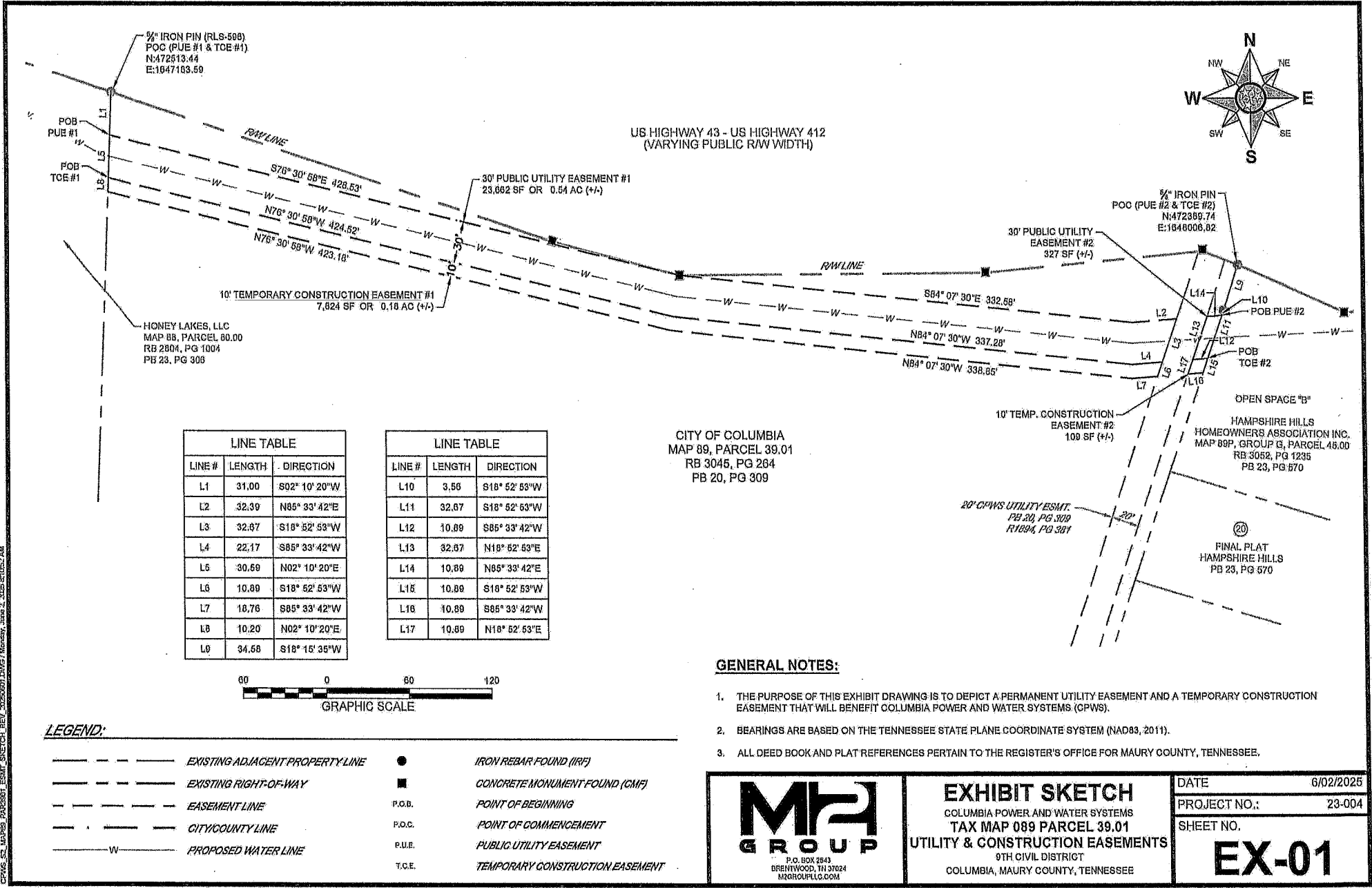
Thence, continuing with Hampshire Hills, South 18°52'53" West 10.89 feet;

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



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 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: 2ND 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 second 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.

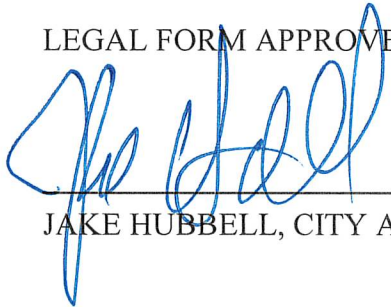
PASSED AND ADOPTED BY THE CITY OF COLUMBIA, TENNESSEE, this
the _____ day of _____ 2025.

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

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: Forward 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.

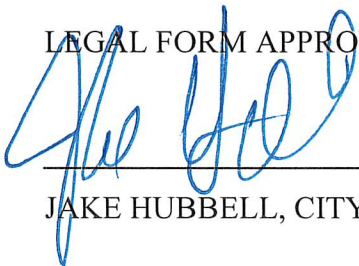
Section 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

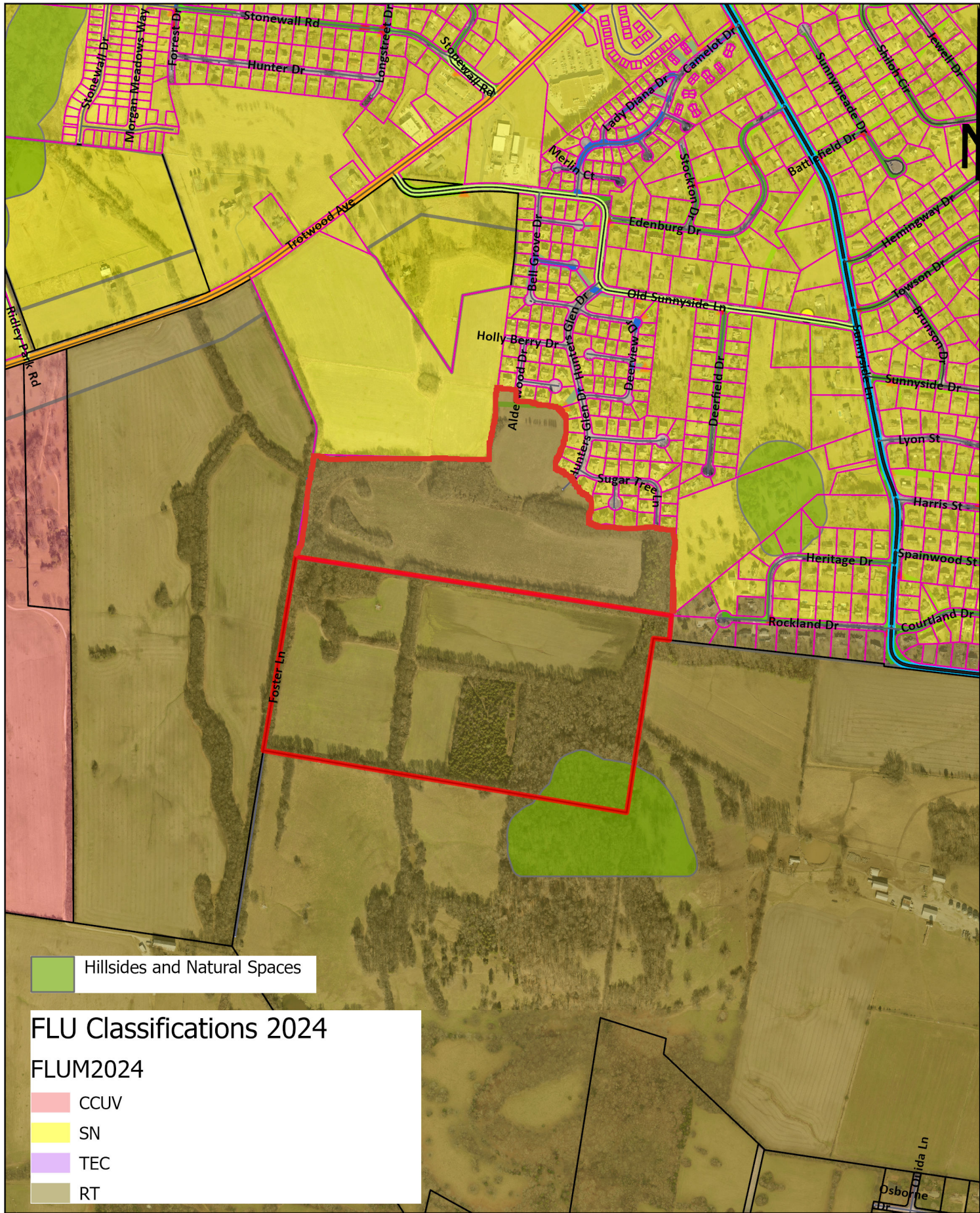
Thence S 82° 26' 38" E 67.50 feet

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, TN (Site Plan) - Foster Lane, CD, 2025 (PPL) - 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	
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	10,808	
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	
96	11,042	
97	11,042	
98	11,042	
99	11,042	
100	11,042	
101	10,908	
102	10,908	
103	11,042	
104	11,042	
105	11,042	
106	11,042	
107	11,042	
108	11,042	
109	11,042	
110	11,042	
111	11,042	
112	11,042	
113	11,042	
114	10,908	
115	11,019	
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	10,441	
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

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.

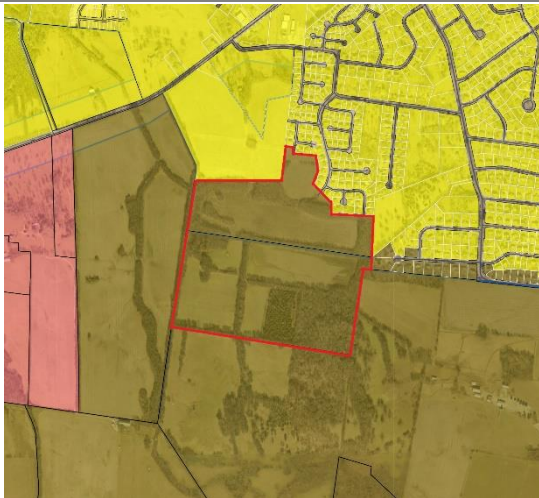


SITE INFORMATION

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



FUTURE LAND USE MAP (Rural Transitions)



ZONING MAP (County Zoning)



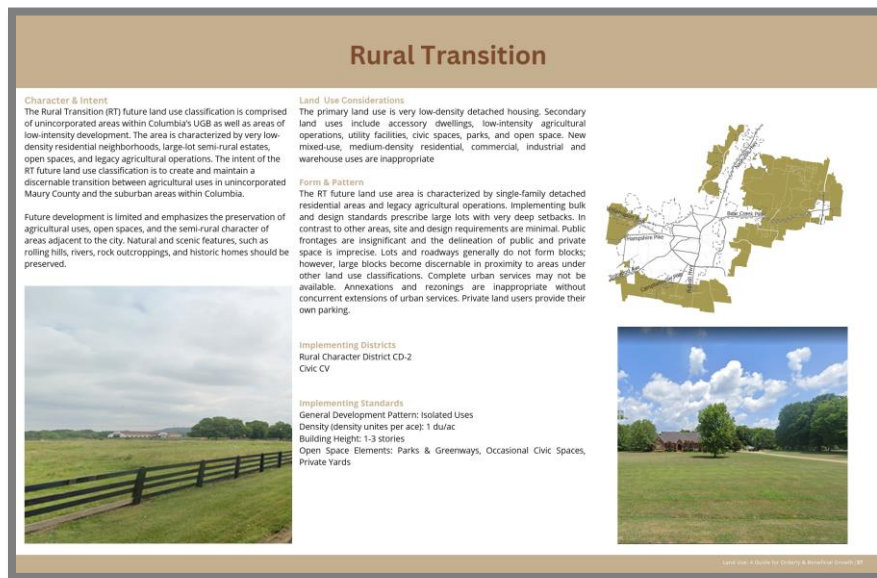
SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Rural Transition (RT)	County	Vacant
North	Rural Transition (RT)	CD-3	Vacant/Developing
South	RT Rural Transition (RT)	County	Vacant
East	Rural Transition (RT)	County	Agricultural Use
West	Rural Transition (RT)	County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

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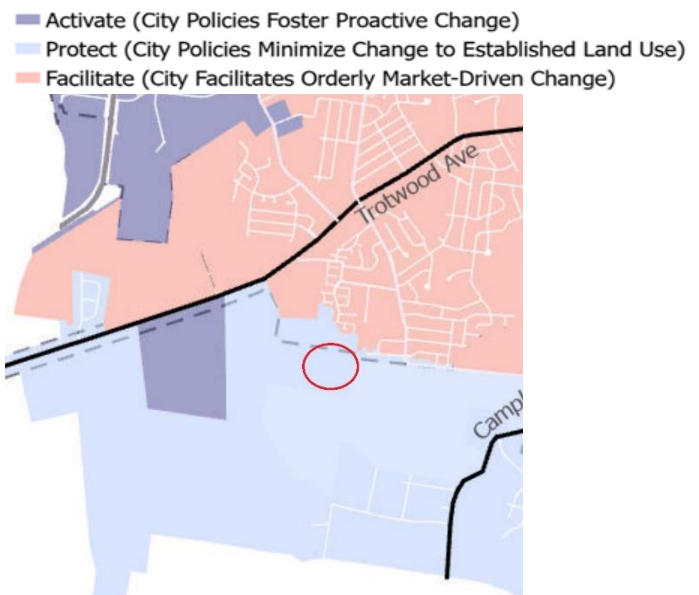
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Connect Columbia established the areas of change policy designation for the subject site as **Protect**. These are areas that are not expected (or do not desire) to experience significant changes in character. Occasional new or infill development within 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.

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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
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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: Forward 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.

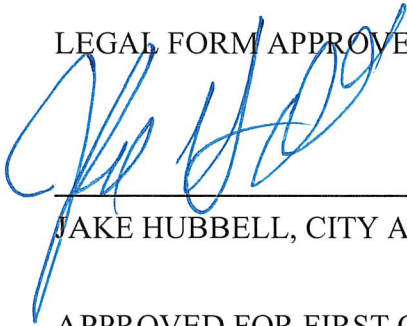
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of September, 2025.

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.);

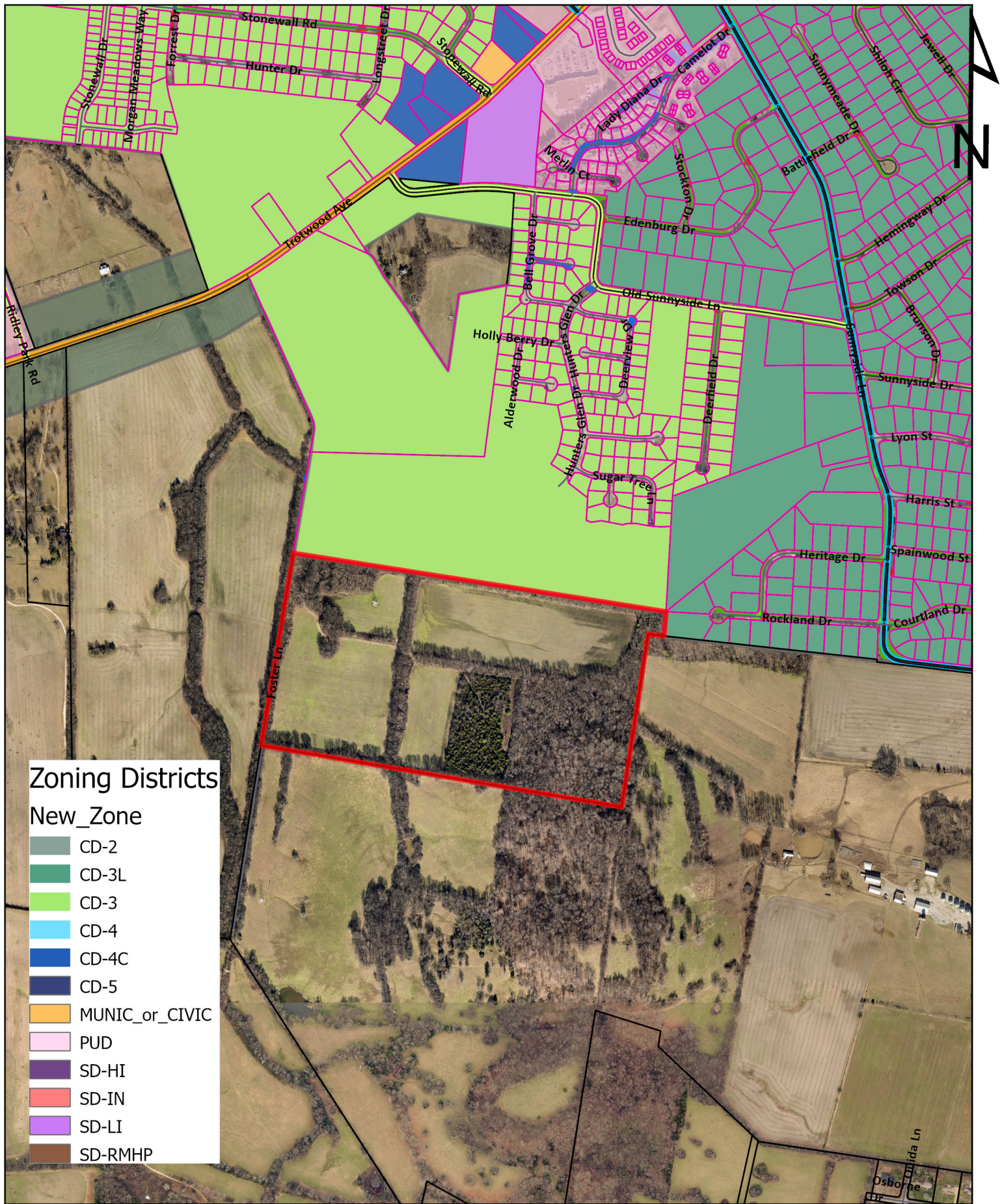
Thence, along the south line of said lands of McBroom Family Partnership, South 79°12'28" East, a distance of 240.92 feet to a found iron pin;

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



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

11	10,336
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
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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
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50	10,090
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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

EXHIBIT

FOSTER LANE SUBDIVISION

FOSTER LANE COLUMBIA, TN

04/21/2025 210

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.

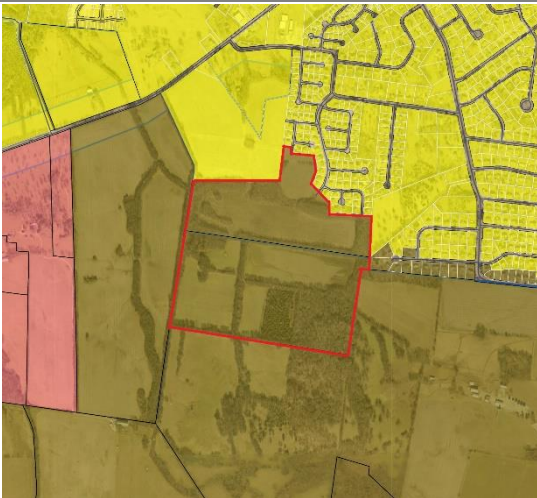


SITE INFORMATION

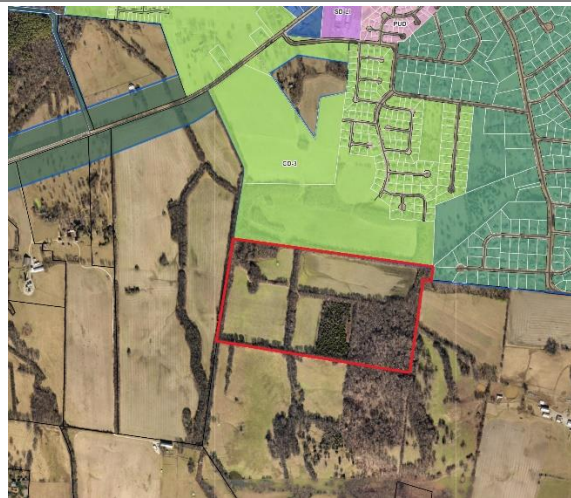
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
County	Vacant	Vacant	+/- 86 acres



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

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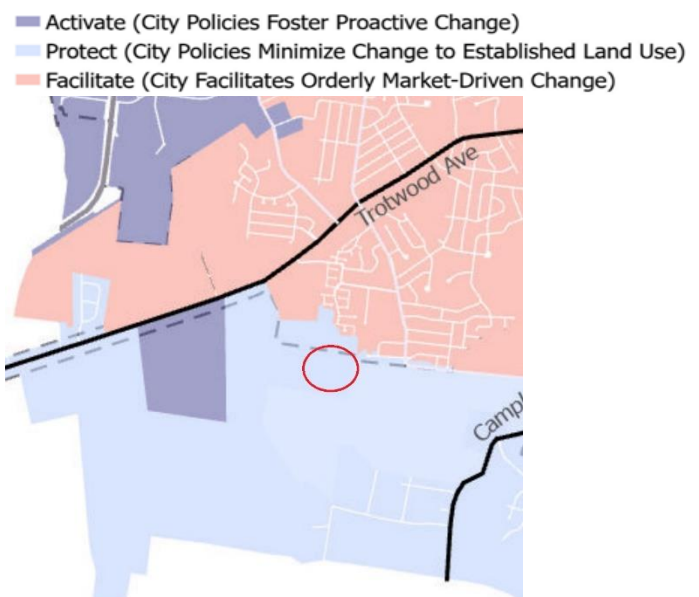
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Therefore, without a fundamental change to the underlying Comprehensive Plan Future Land Use classification for this property to one that supports CD-3 zoning and absent the provision of necessary urban services, the proposed CD-3 zoning is **not in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

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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: The applicant has withdrawn this 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, Additional Information.

**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.

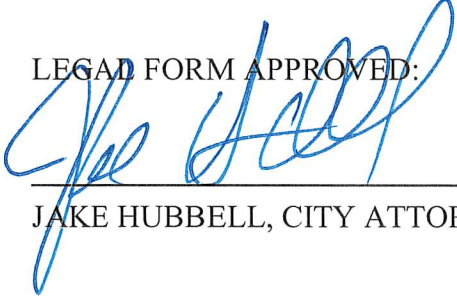
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of September, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

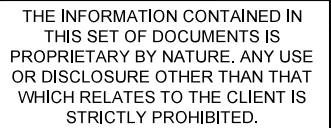
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

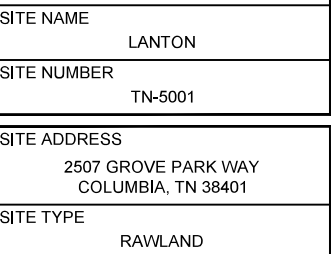
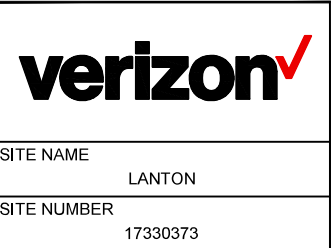
Passed on 2nd consideration: _____



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

The map displays the Neapolis area in Tennessee. A callout box labeled "SITE LOCATION" points to a specific area near Neapolis. The map includes major roads such as SR 246, SR 247, US 31, and TN 396. Key locations marked include Gravel Hill (304 m), Green Hill (233 m), Spring Hill, Neapolis, Lanton, and Hunter Airport. The map also shows various other roads like Beechcroft Road, Duplex Road, Saturn Parkway, and Carter Creek Pkwy.

NOT TO SCALE

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.

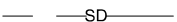
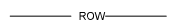
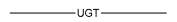
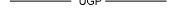
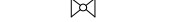
GENERAL NOTES

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.

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	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.

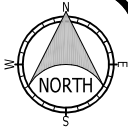
Except as noted hereon, no visible potential encroachments were observed at the time of the survey.

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
6

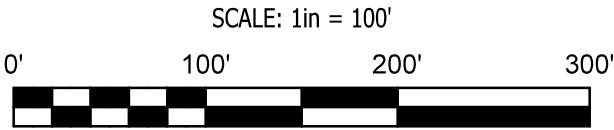
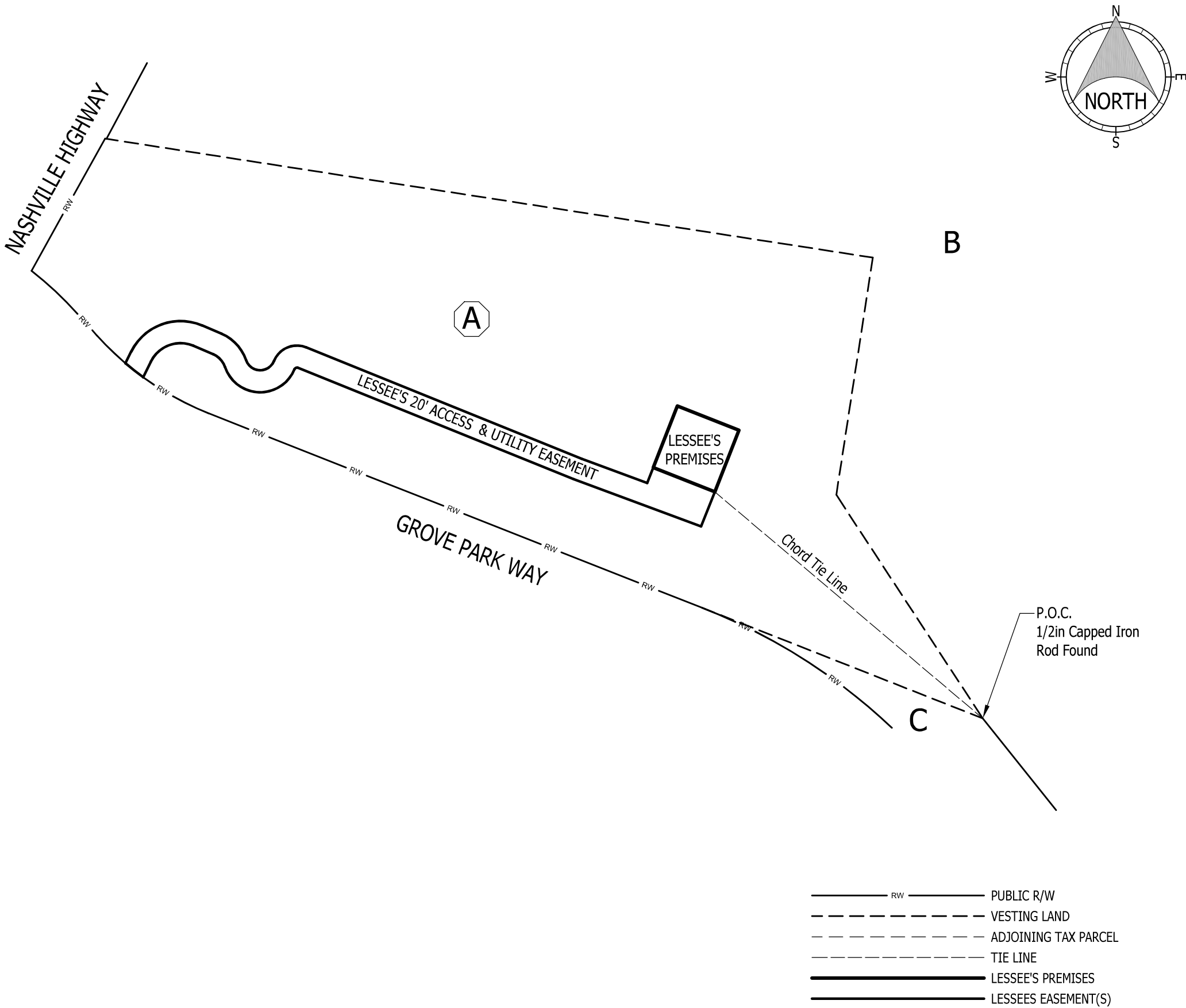
PROPERTY INFORMATION

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



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



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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

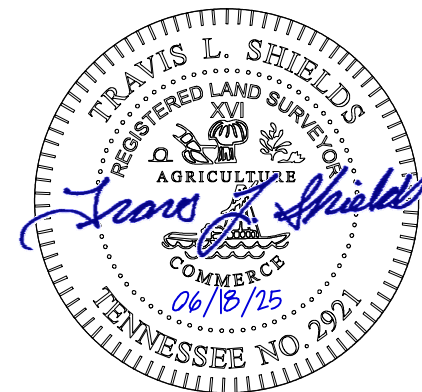
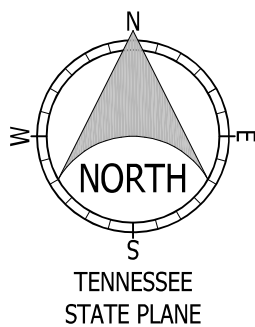
Maury County, Tennessee

OVERVIEW MAP

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

SHEET
2
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 ▼



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

PREPARED FOR



VOGUE TOWERS II, LLC

SITE SURVEY LANTON

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

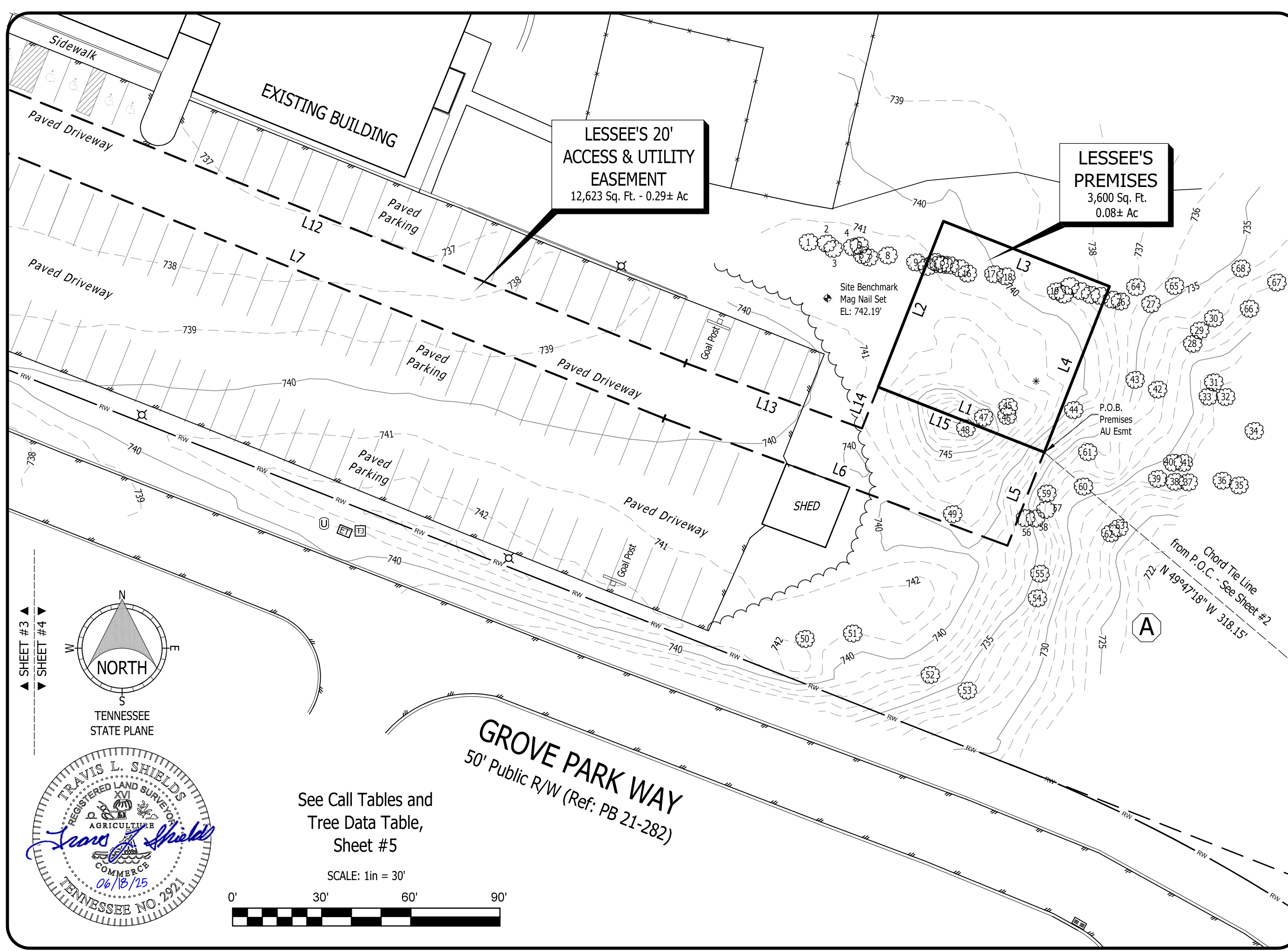
Maury County, Tennessee

(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
423.304.6722

PREPARED FOR



VOGUE TOWERS II, LLC

SITE SURVEY
LANTON

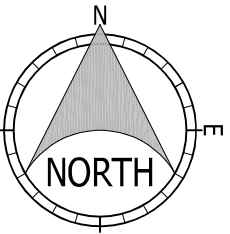
Site Number: TN-5001
Grove Park Way, Columbia, TN 38401
Maury County, Tennessee

SITE SURVEY

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

SHEET
4
OF
6

▲ SHEET #3 ▲
▼ SHEET #4 ▼



TENNESSEE
STATE PLANE



See Call Tables and
Tree Data Table,
Sheet #5

SCALE: 1in = 30'



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
LAND CONSULTANTS
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

SHEET
5
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

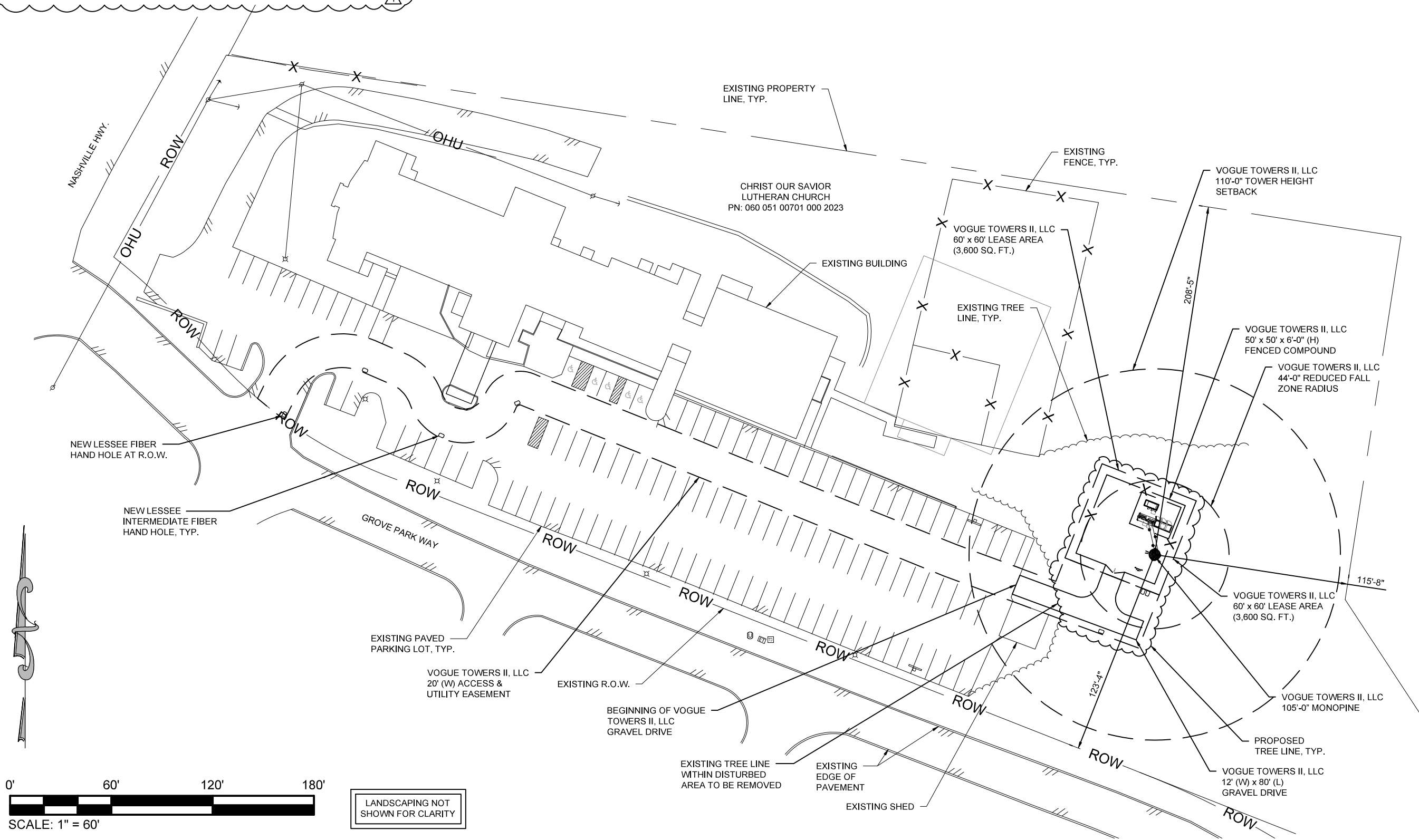
TITLE

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

SHEET
6
OF
6

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.
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.





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REVISIONS				
#	DATE	BY	DESCRIPTION	
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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	





SITE NAME
LANTON

SITE NUMBER
17330373



SITE NAME
LANTON

SITE NUMBER
TN-5001

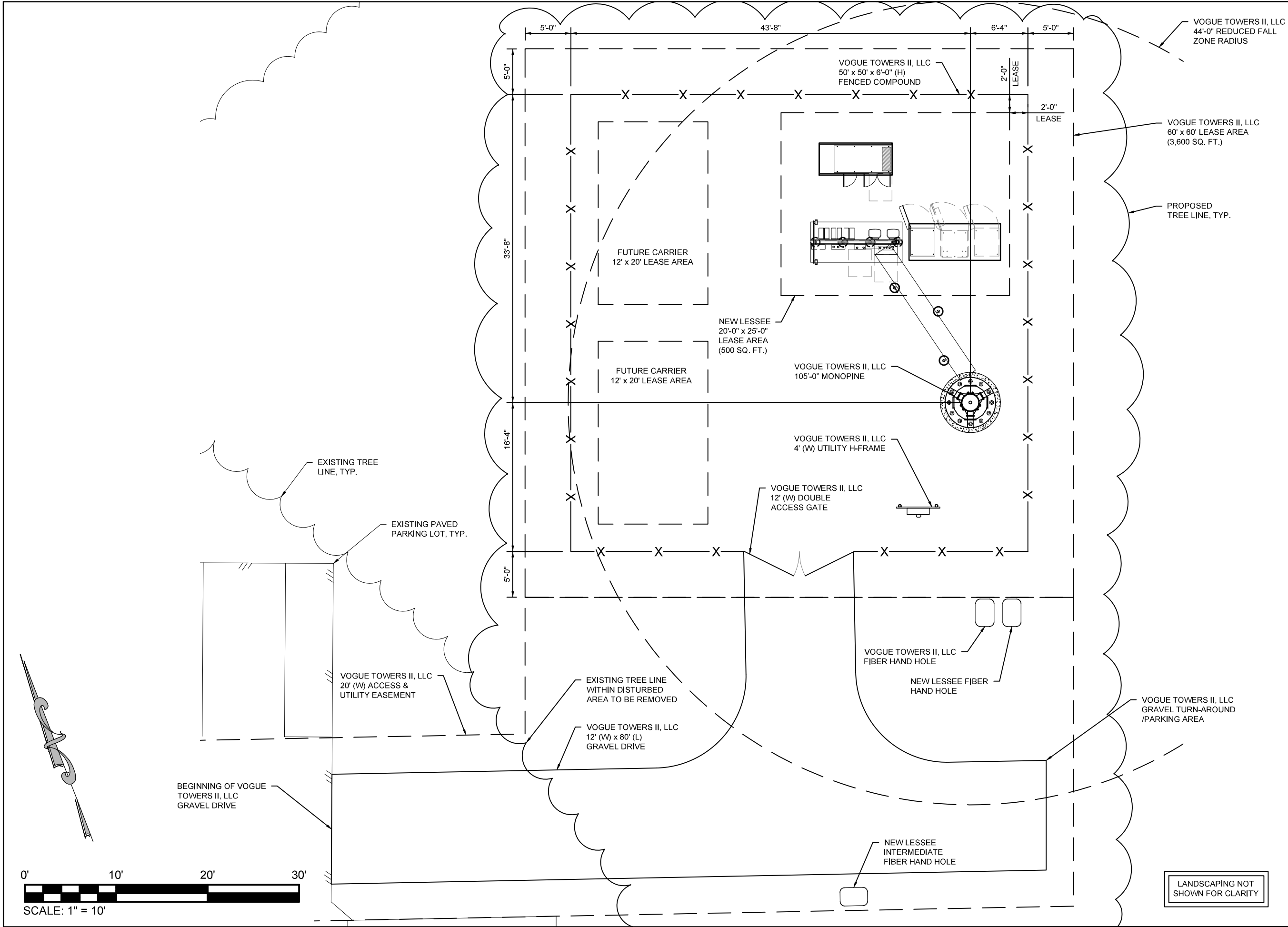
SITE ADDRESS
2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE
RAWLAND

SHEET TITLE
OVERALL AERIAL
SITE LAYOUT PLAN

SHEET NUMBER Z-102	REVISION 2
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Page 352 of 529

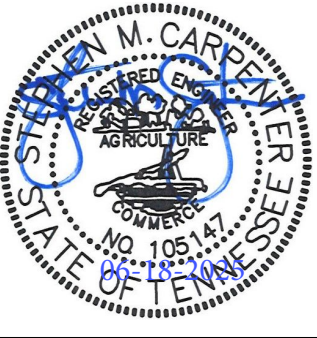




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CHECKED BY	BNS

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

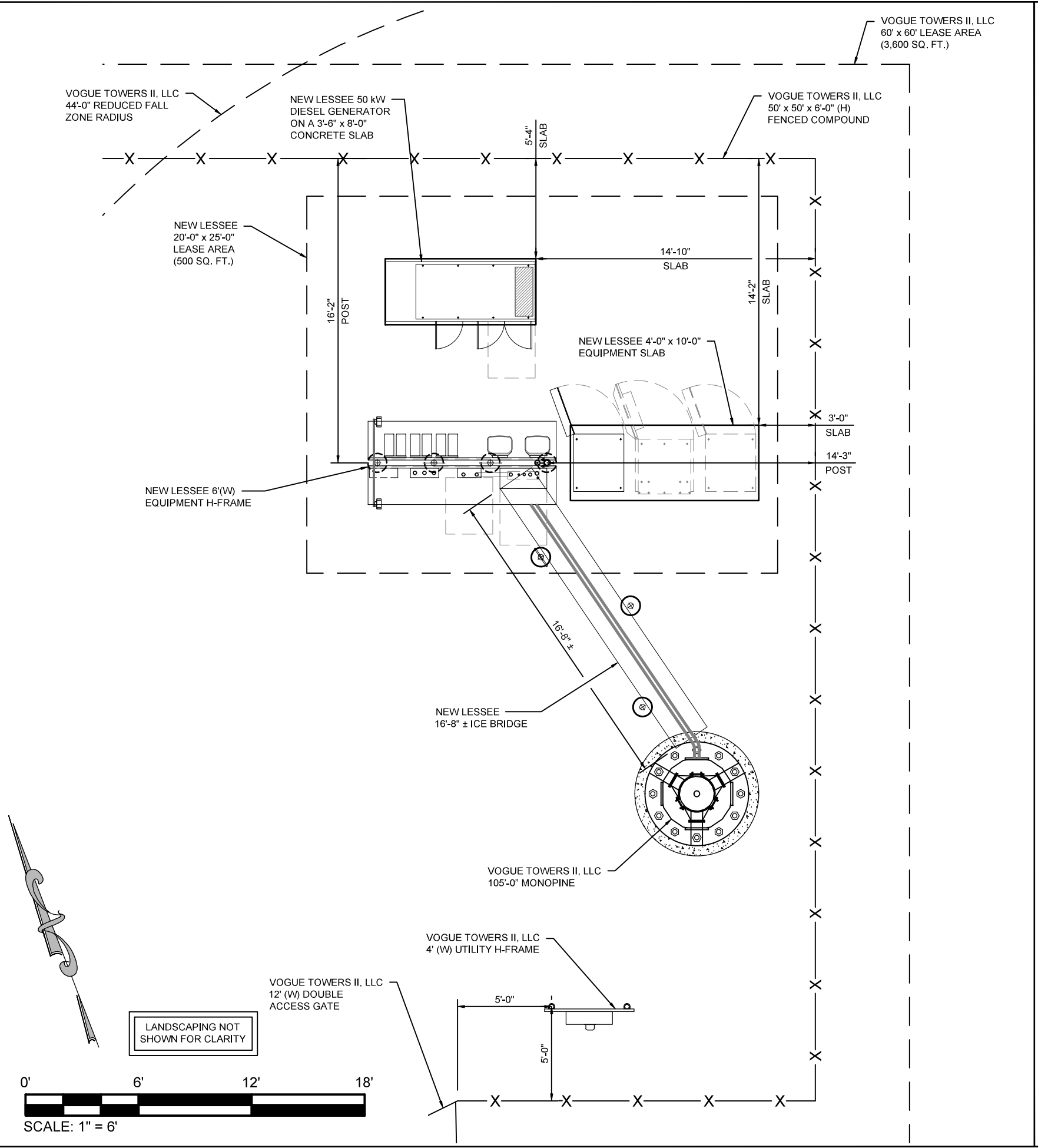
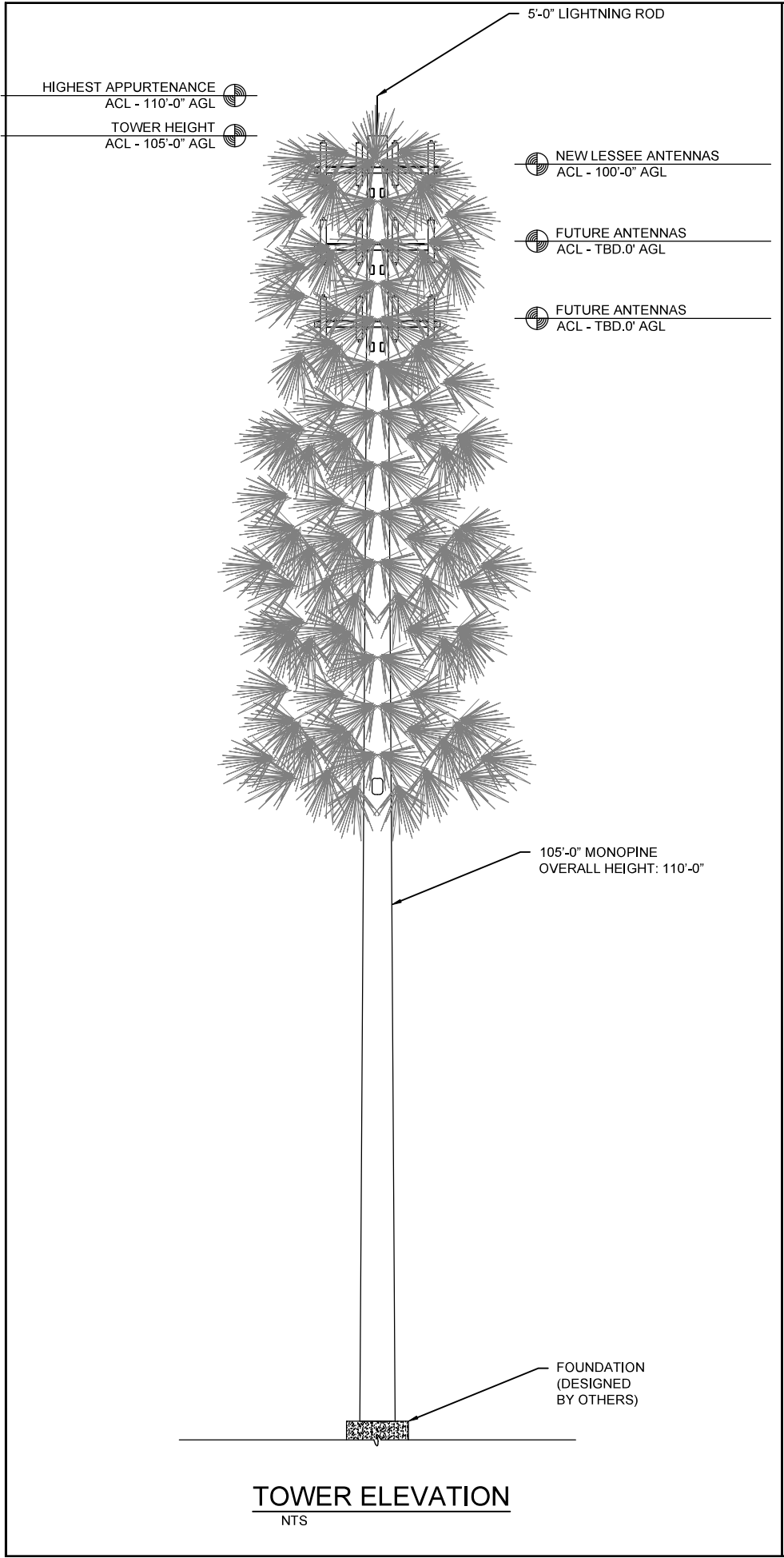
SITE NUMBER
TN-5001

SITE ADDRESS
2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE
RAWLAND

SHEET TITLE
SITE LAYOUT PLAN

SHEET NUMBER Z-103	REVISION 2
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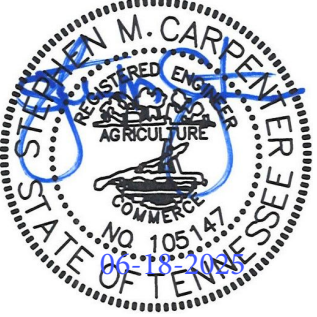




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REVISIONS			
#	DATE	BY	DESCRIPTION
2	06/18/25	BNS	FINAL ISSUE
1	04/15/25	BNS	FINAL ISSUE
0	03/07/25	BNS	FINAL ISSUE
B	03/06/25	BNS	PRELIMINARY ISSUE
A	03/05/25	BNS	PRELIMINARY ISSUE





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

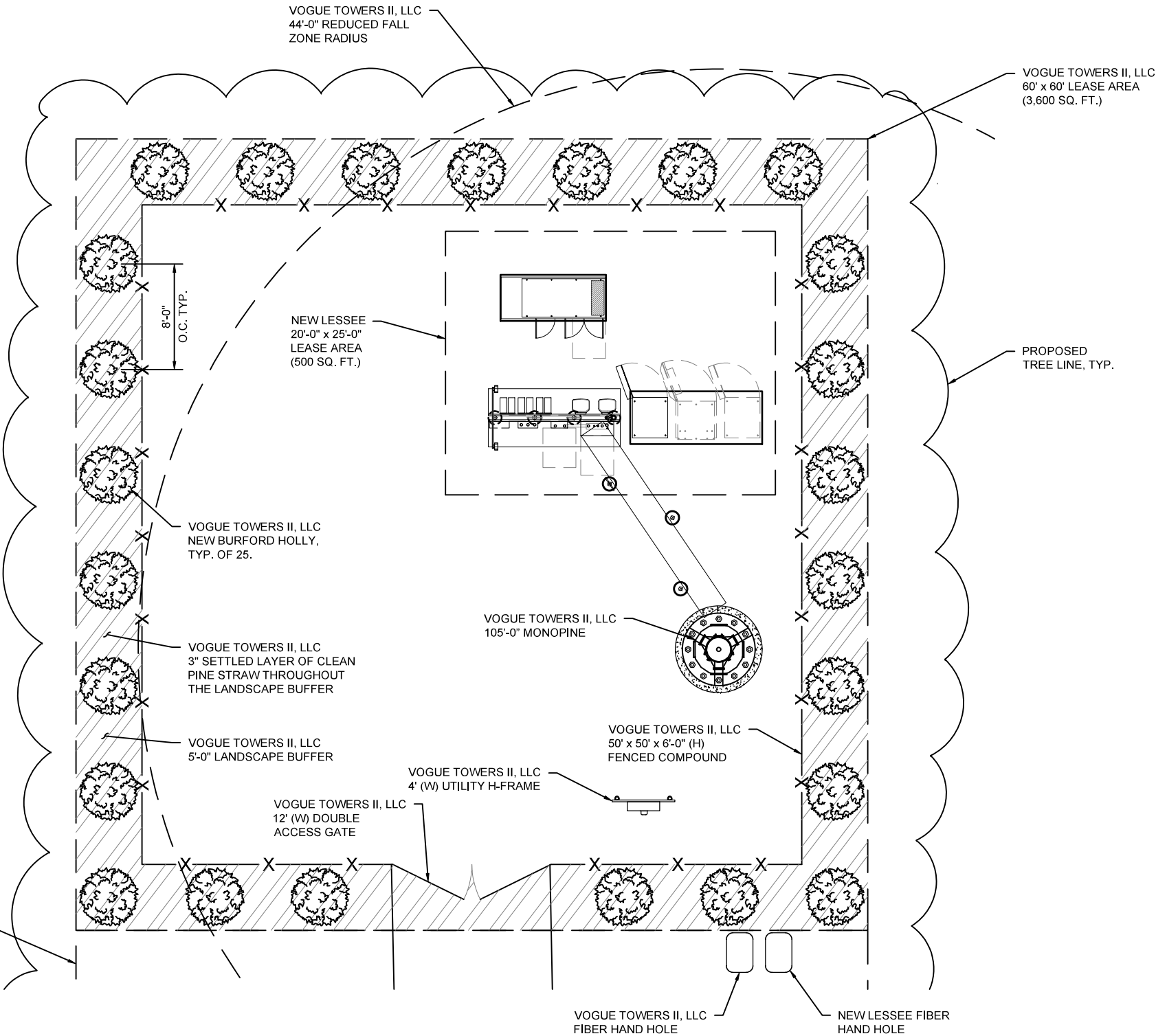
SHEET TITLE
TOWER ELEVATION &
EQUIPMENT LAYOUT PLAN

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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CHECKED BY	BNS

REVISIONS			
A	12/12/24	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	LANDSCAPING DETAILS
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SHEET NUMBER	REVISION
Z-105	A



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DRAWN BY	BNS
CHECKED BY	BNS

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



SITE NAME	LANTON
SITE NUMBER	17330373



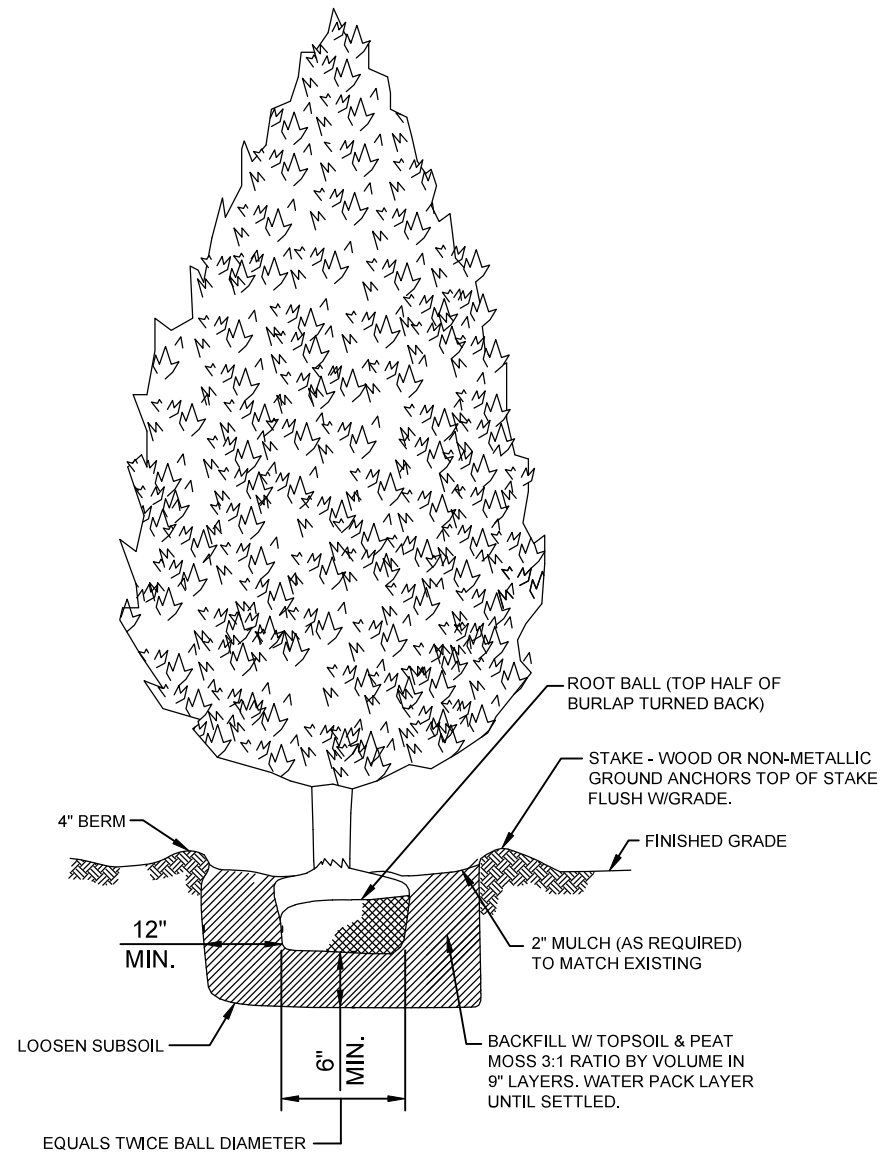
SITE NAME	LANTON
SITE NUMBER	TN-5001

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

SHEET TITLE

LANDSCAPING DETAILS

SHEET NUMBER Z-106	REVISION A
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BURFORD HOLLY

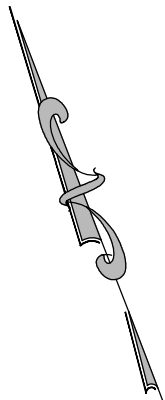
NOTES

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.

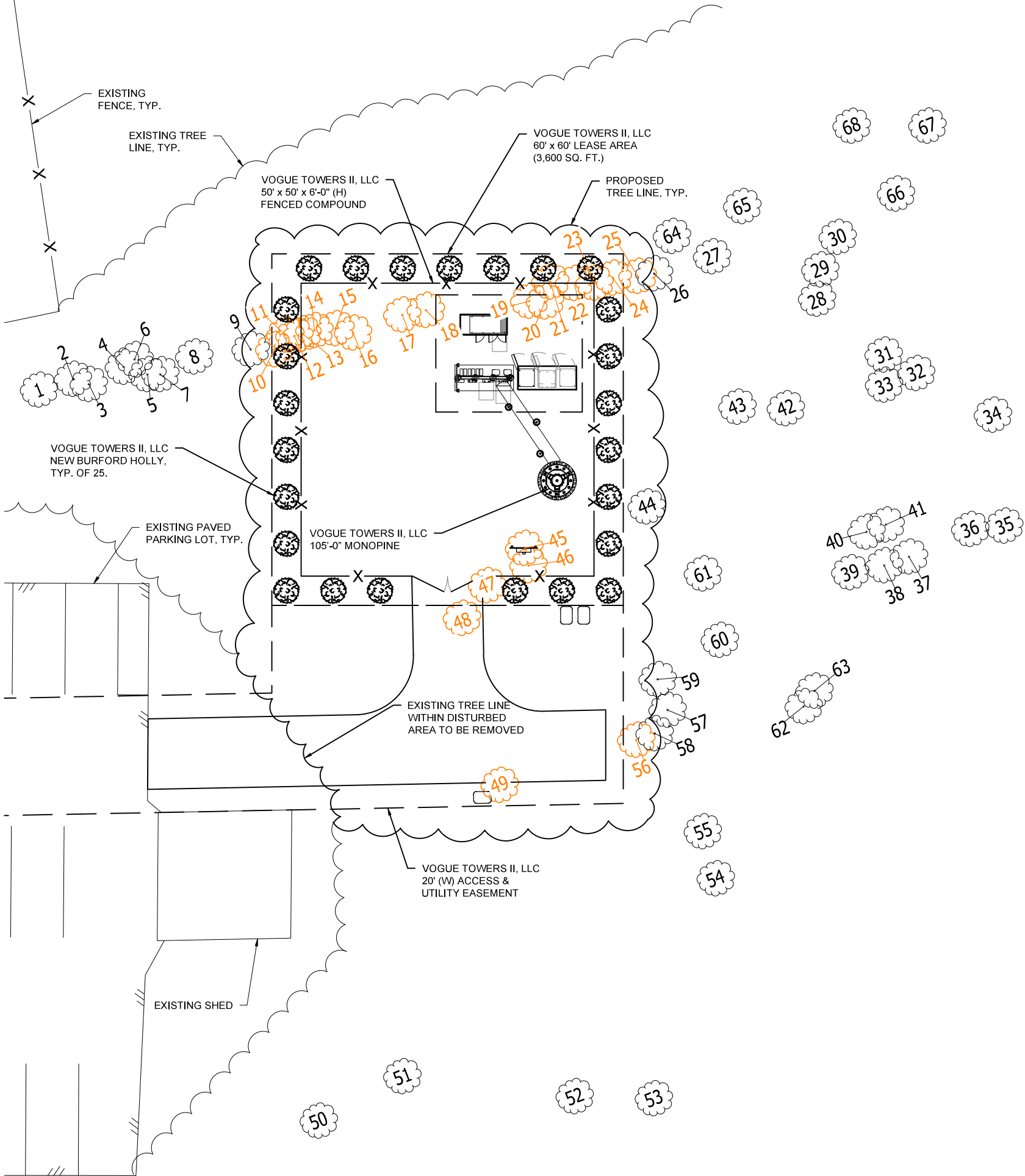
TREE DATA TABLE								
#	TREE TYPE	SIZE	#	TREE TYPE	SIZE	#	TREE TYPE	SIZE
1	HACKBERRY	14"	24	HACKBERRY	12"	47	CHERRY	10"
2	HACKBERRY	8"	25	HACKBERRY	6"	48	PEAR (TWIN)	6"
3	HACKBERRY	14"	26	HACKBERRY	14"	49	MIMOSA	14"
4	HACKBERRY	6"	27	HACKBERRY (QUAD)	12"	50	MIMOSA	14"
5	HACKBERRY	6"	28	OAK	20"	51	MIMOSA	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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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	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 :

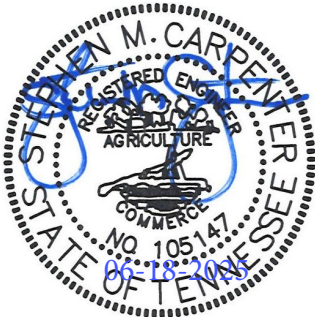
1. PROPOSED CONTOURS AND SPOT ELEVATIONS ARE SHOWN AT TOP OF CRUSHED STONE, TOP OF FOUNDATION, OR TOP OF TOPSOIL. SEE DETAILS FOR THICKNESS OF CRUSHED STONE. MASS GRADED AREAS AND CRUSHED STONE SHALL BE FINISHED WITHIN 4" OF GRADES SHOWN. FOUNDATIONS SHALL BE FINISHED WITHIN 0.5" OF GRADES SHOWN.
2. 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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REVISIONS			
A	12/12/24	BNS	PRELIMINARY ISSUE
#	DATE	BY	DESCRIPTION



SITE NAME	LANTON
SITE NUMBER	17330373

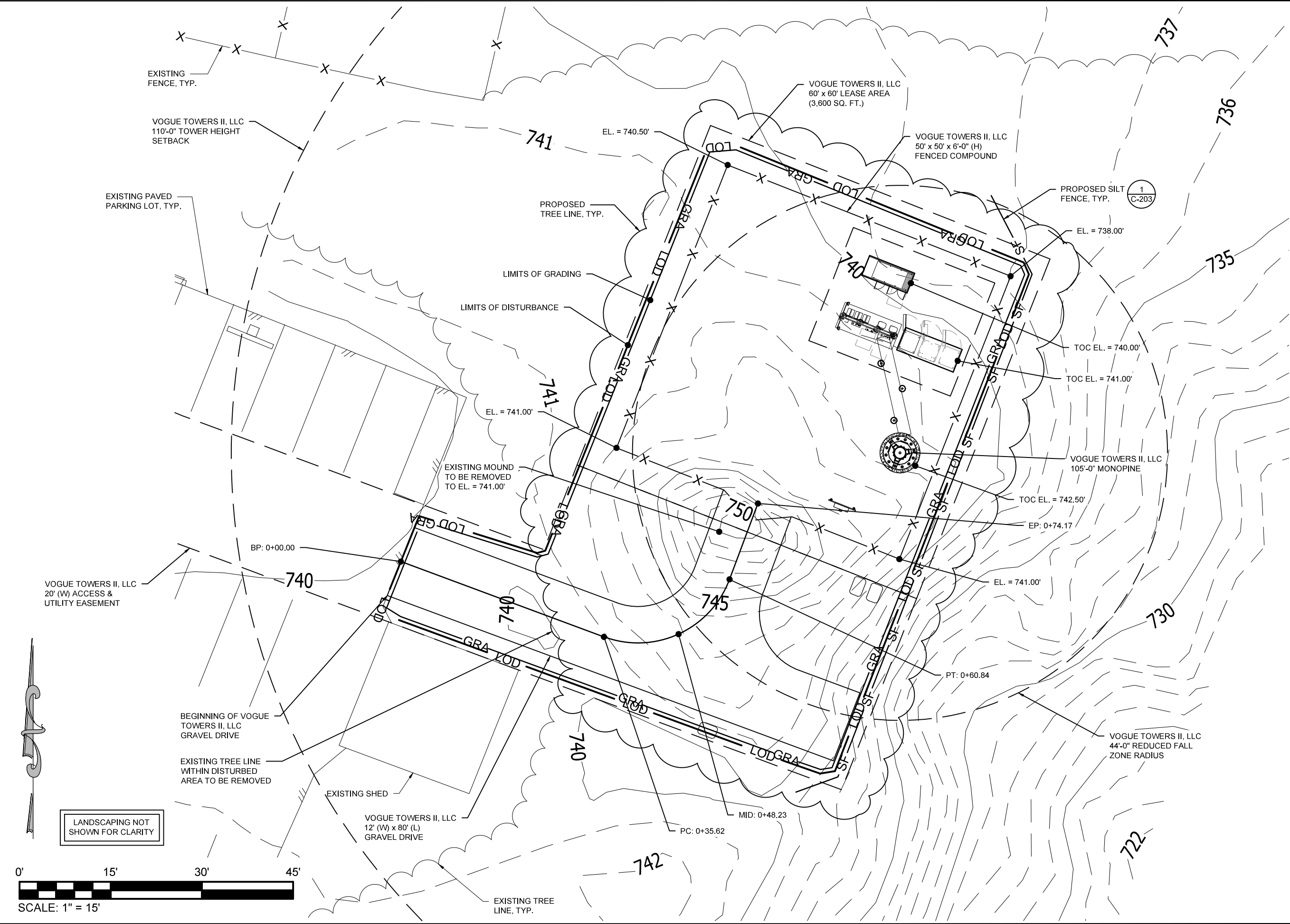


SITE NAME	LANTON
SITE NUMBER	TN-5001

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

SHEET TITLE	EROSION NOTES
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SHEET NUMBER	REVISION
Z-200	A

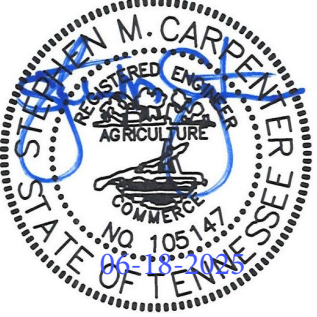




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SITE NAME LANTON

SITE NUMBER 17330373



SITE NAME LANTON

SITE NUMBER TN-5001

SITE ADDRESS 2507 GROVE PARK WAY
COLUMBIA, TN 38401

SITE TYPE RAWLAND

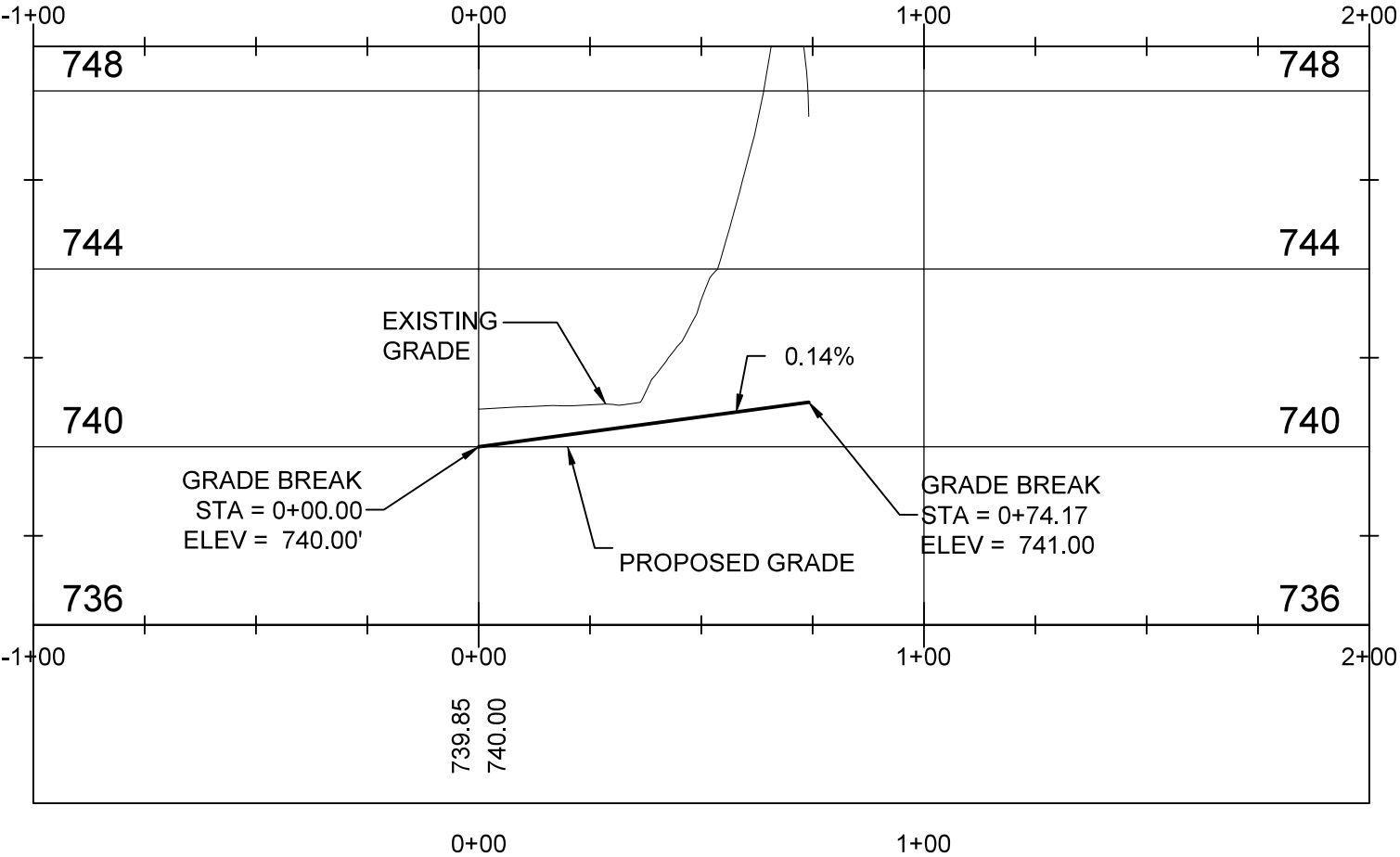
SHEET TITLE SITE GRADING PLAN

SHEET NUMBER Z-201	REVISION A
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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 NUMBER	17330373

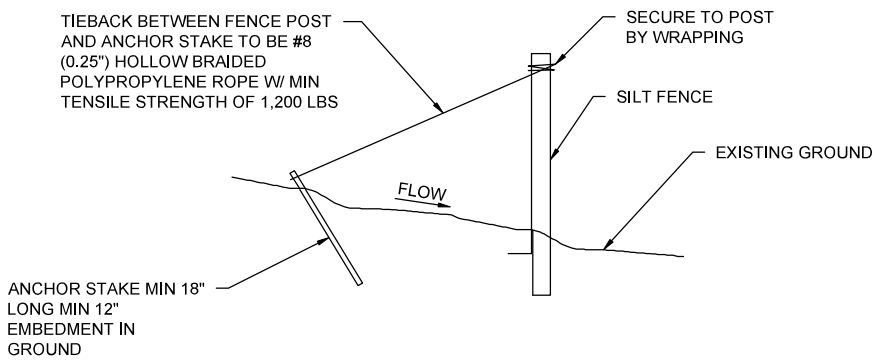


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SITE NUMBER	TN-5001

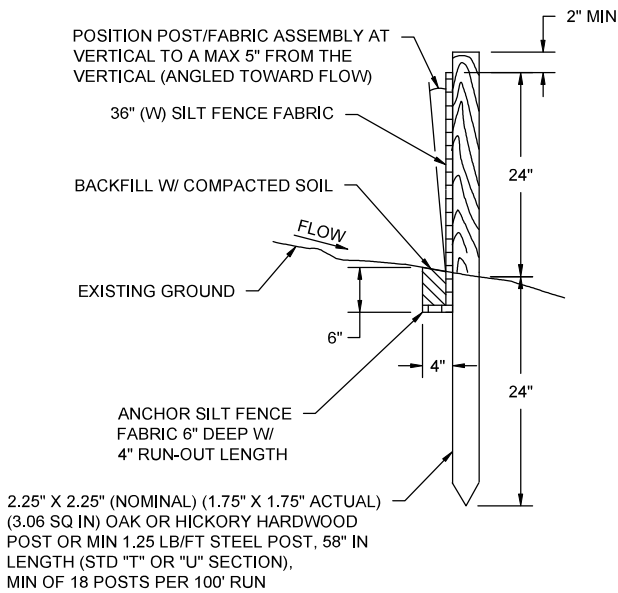
SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

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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#	DATE	BY	DESCRIPTION	



SITE NAME	LANTON
SITE NUMBER	17330373



SITE NAME	LANTON
SITE NUMBER	TN-5001

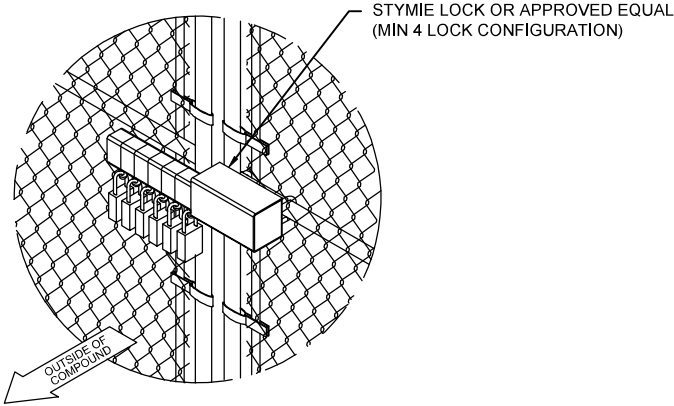
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SITE TYPE	RAWLAND

SHEET TITLE	SITE GRADING DETAILS
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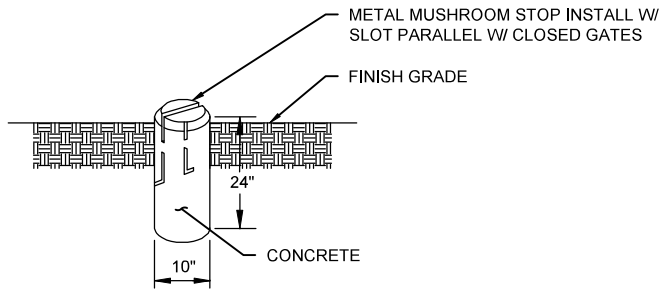
SHEET NUMBER	REVISION
Z-203	A

TYPICAL WOVEN WIRE FENCING NOTES:

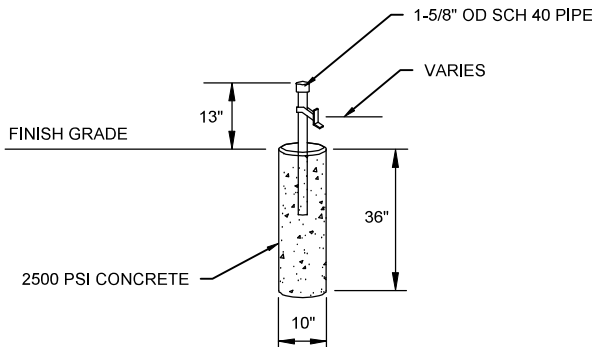
- (INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F-900)
- GATE POST, CORNER, TERMINAL OR PULL POST SHALL BE 3"Ø SCHEDULE 40 FOR GATE WIDTHS UP THRU 7 FEET OR 14 FEET FOR DOUBLE SWING GATE PER ASTM-F1083.
 - LINE POST: 2"Ø SCHEDULE 40 PIPE PER ASTM-F1083. INSTALL EVERY 8'-0" ALONG FENCE LINE.
 - 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.



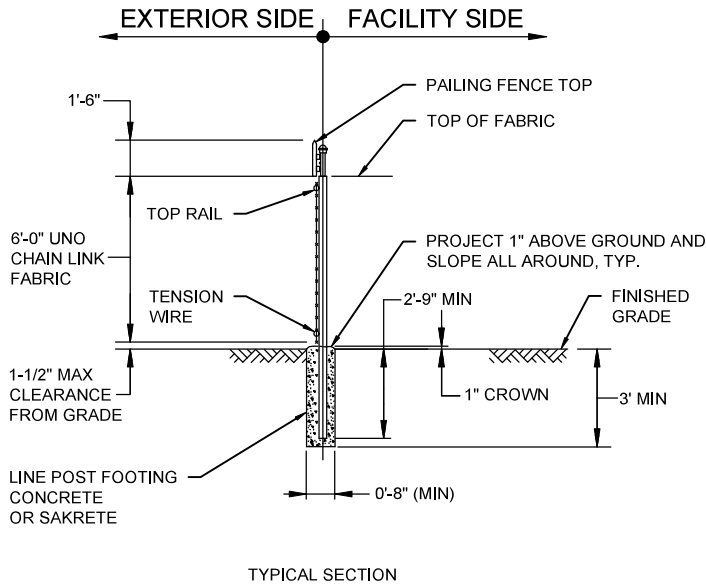
FENCE LOCK DETAIL
NTS



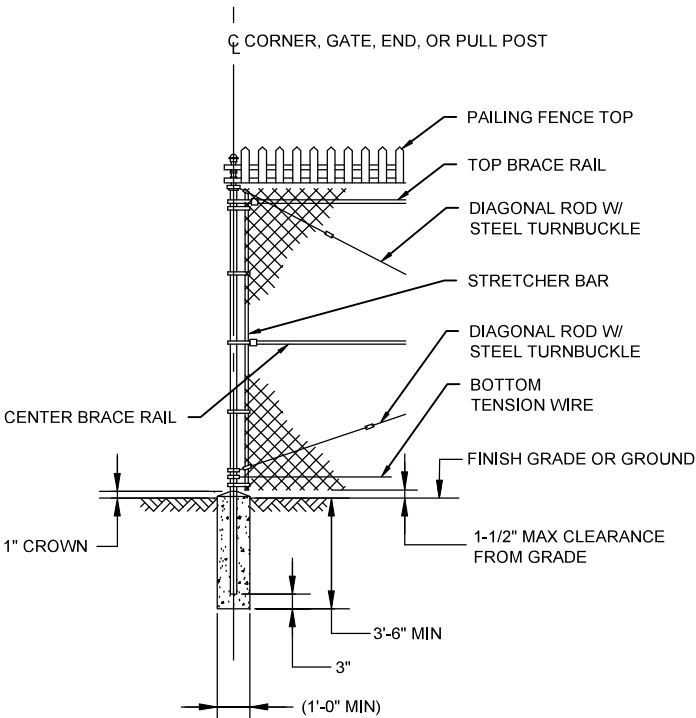
MUSHROOM STOP
NTS



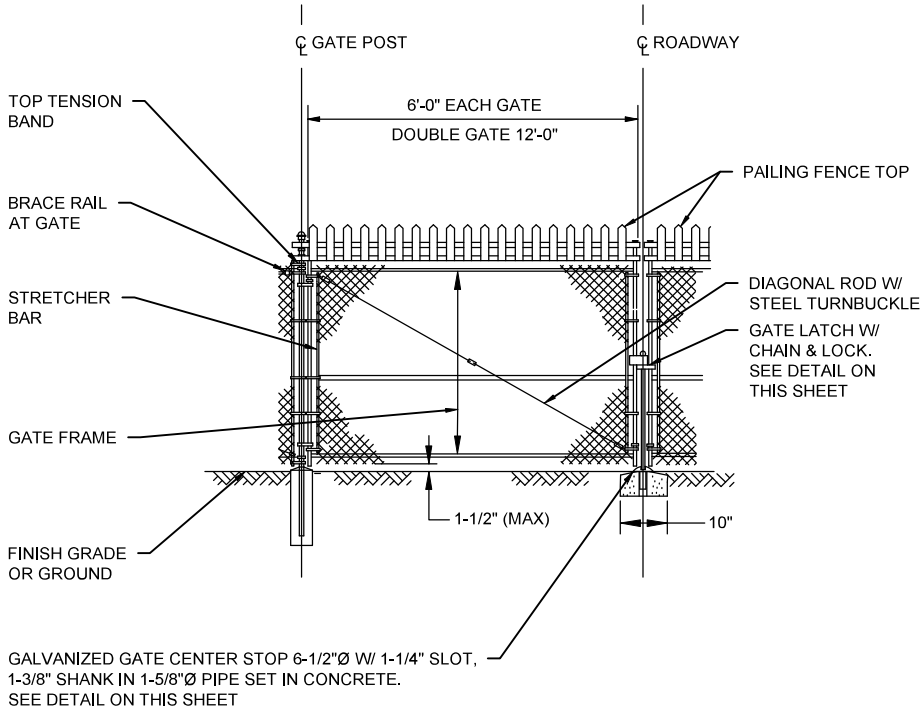
GATE STOP DETAIL
NTS



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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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



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SITE NUMBER	TN-5001

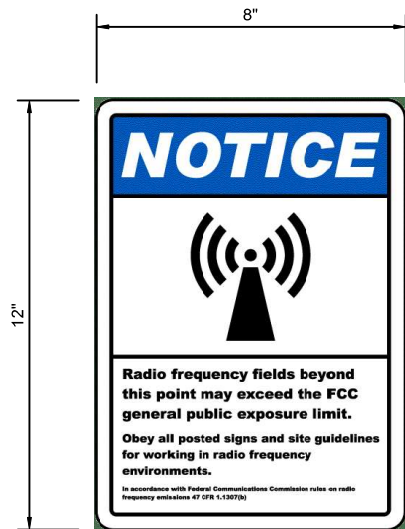
SITE ADDRESS	2507 GROVE PARK WAY COLUMBIA, TN 38401
SITE TYPE	RAWLAND

SHEET TITLE	SITE DETAILS
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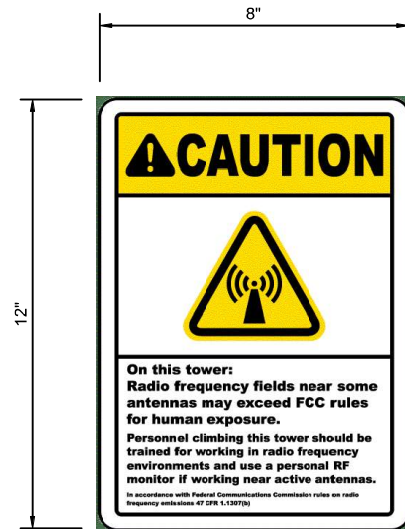
SHEET NUMBER	REVISION
Z-301	2



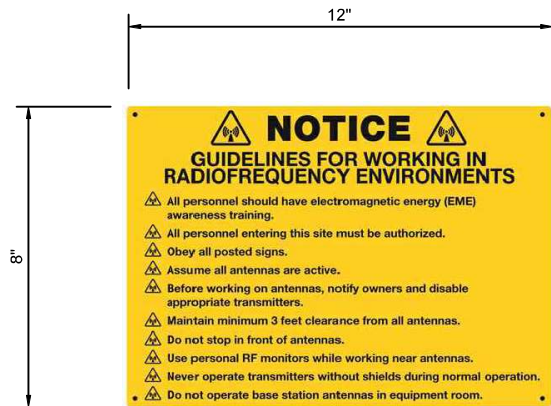
10" x 14"
NO TRESPASSING SIGN ①
NTS



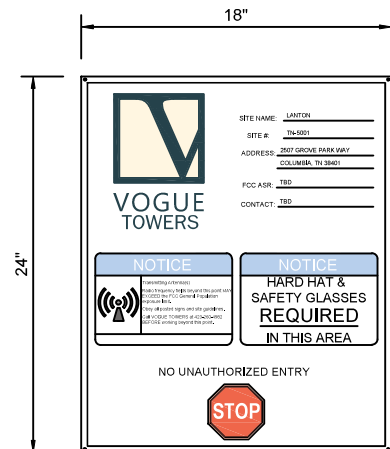
12" x 8"
RF GUIDELINES SIGN ②
NTS



12" x 8"
RF GUIDELINES SIGN ③
NTS



8" x 12"
RF GUIDELINES SIGN ④
NTS



24" x 18"
SITE ID SIGN ⑤
NTS

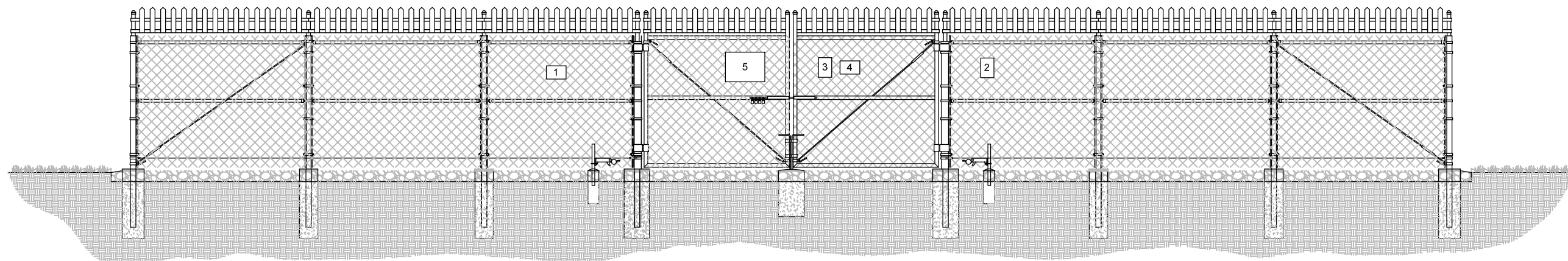
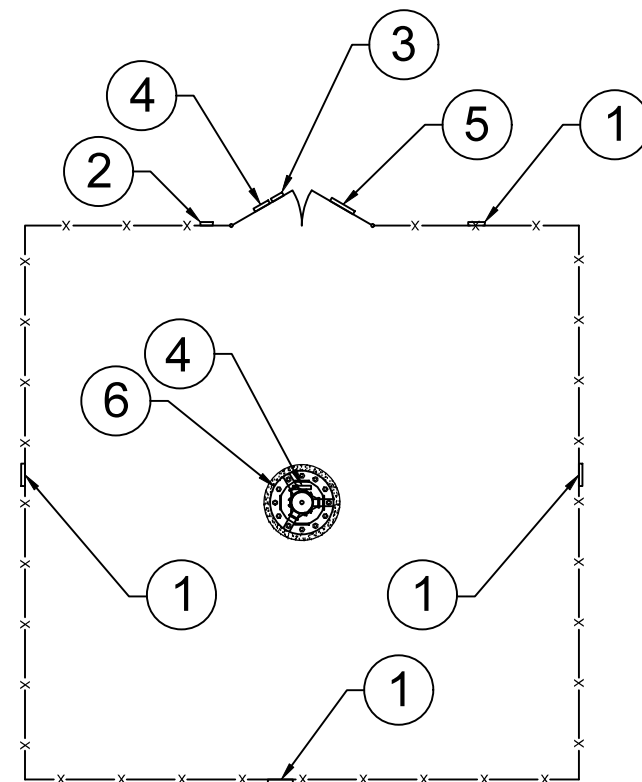
ASR # XXXXXXX

-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

ASR #
NTS ⑥



FENCED COMPOUND DETAILS
NTS



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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	

FOR REFERENCE ONLY

verizon	
SITE NAME	LANTON
SITE NUMBER	17330373

SITE NAME	LANTON
SITE NUMBER	TN-5001

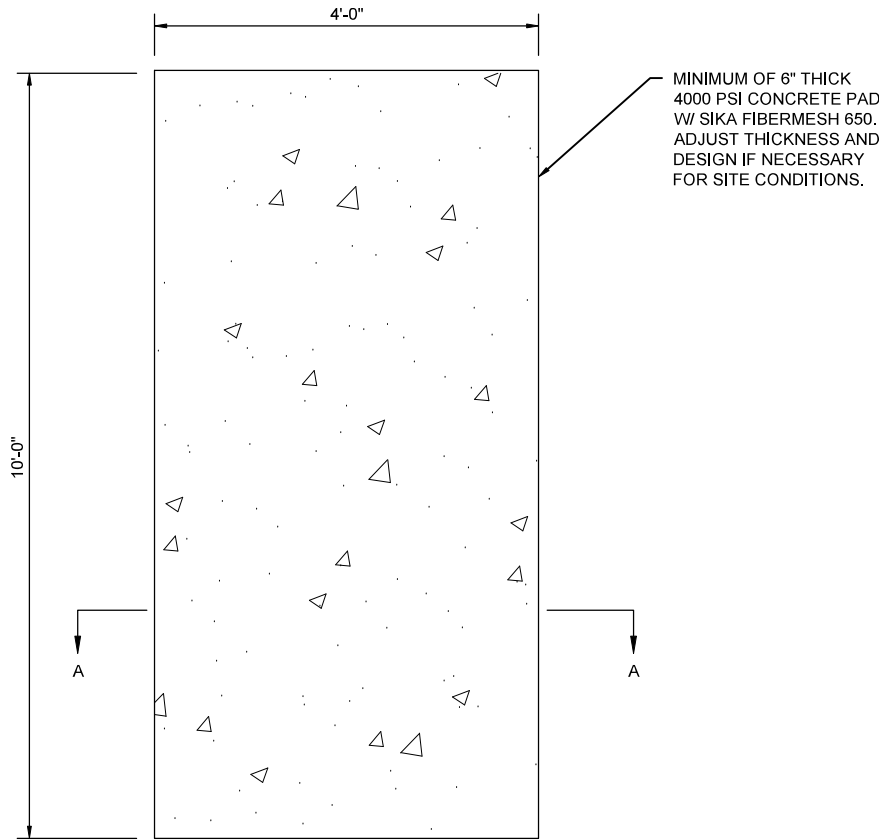
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SITE TYPE	RAWLAND

SHEET TITLE	SITE DETAILS
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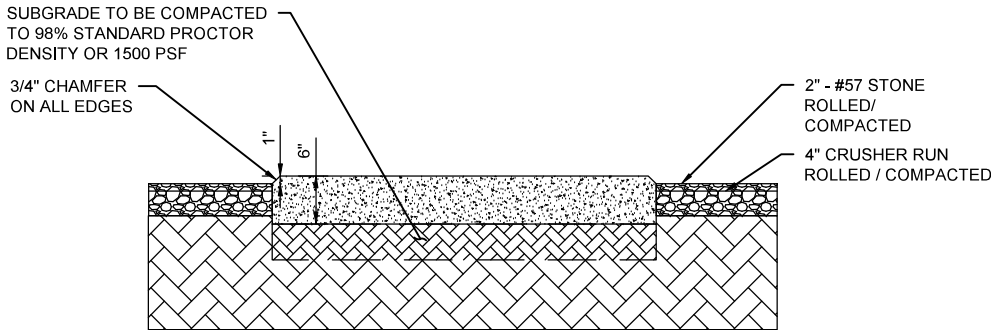
SHEET NUMBER	REVISION
Z-302	2

CONCRETE PAD NOTES:

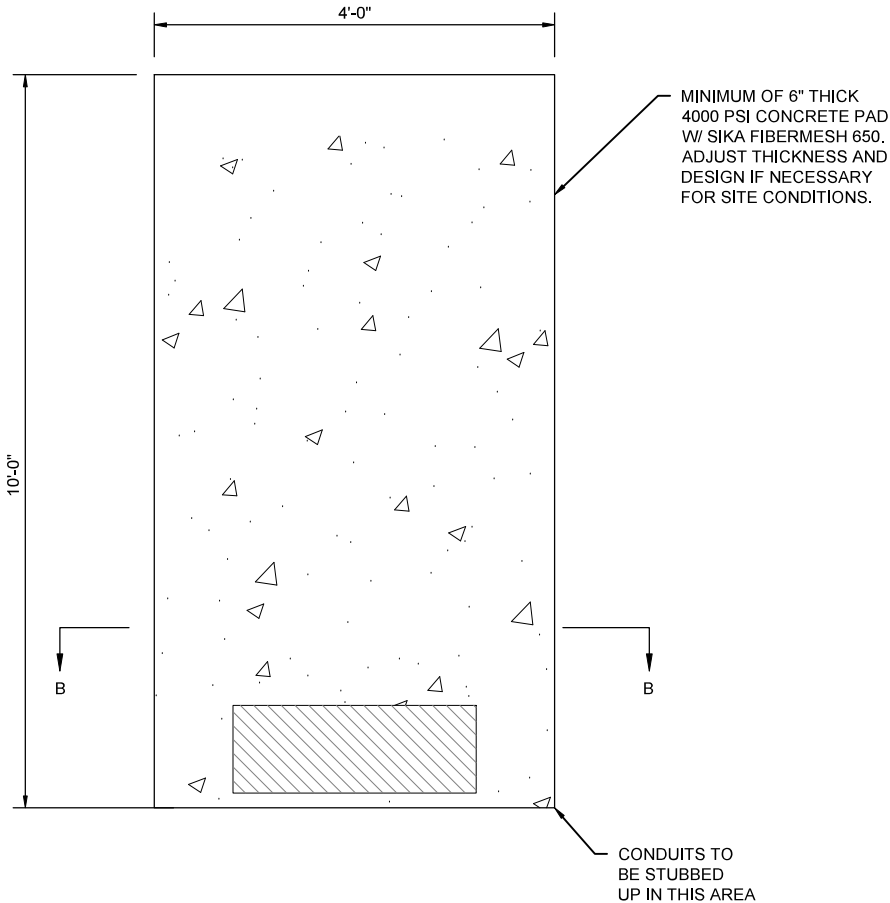
- 1. VERIFY GENERATOR STUB UP AREA FOR SPECIFIC MANUFACTURER/MODEL NUMBER.
- 2. VERIFY PAD SIZE REQUIREMENTS FOR SPECIFIC MANUFACTURER/MODEL NUMBER.
- 3. CONDUITS TO STUB UP FULL HEIGHT THROUGH SLEEVE IN ENHANCED DIESEL TANK ENCLOSURE.
- 4. EMBED CONDUITS IN CONCRETE PAD.
- 5. ALL CONCRETE SHALL BE NORMAL 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.



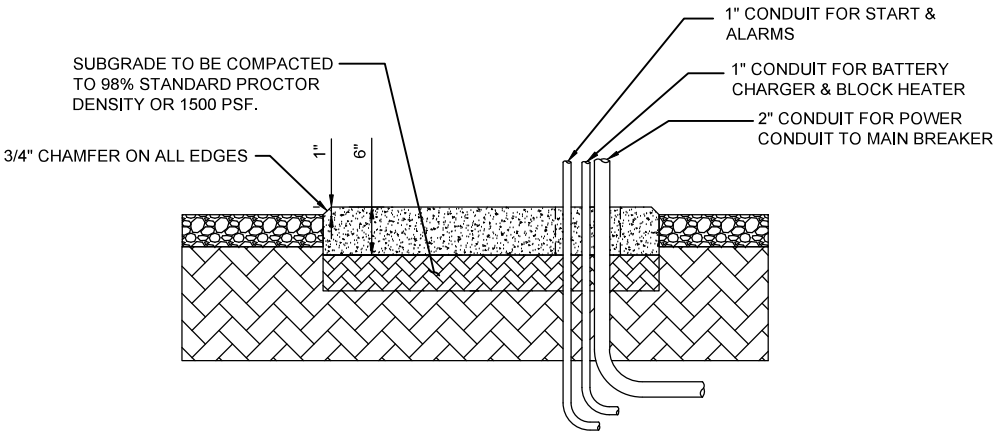
EQUIPMENT PAD PLAN ①
NTS



SECTION A-A THROUGH EQUIPMENT PAD
NTS



GENERATOR PAD PLAN ②
NTS



SECTION B-B THROUGH GENERATOR PAD
NTS



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	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

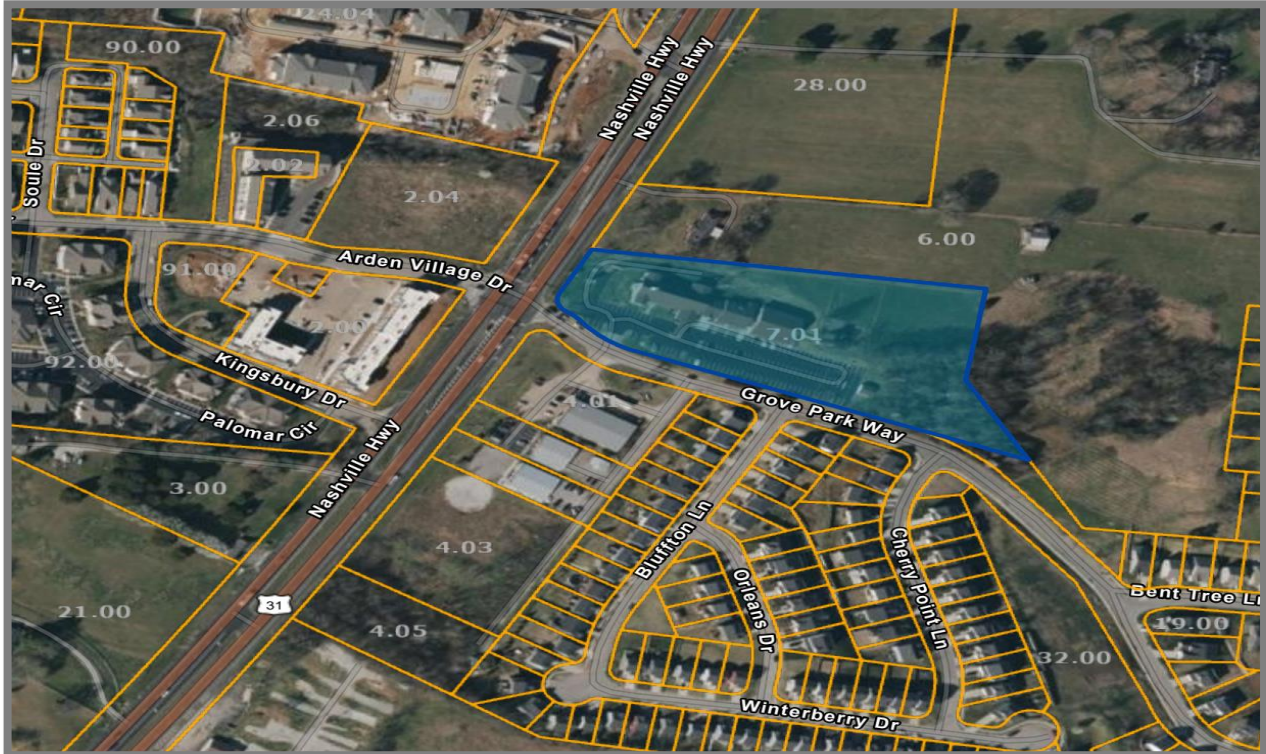


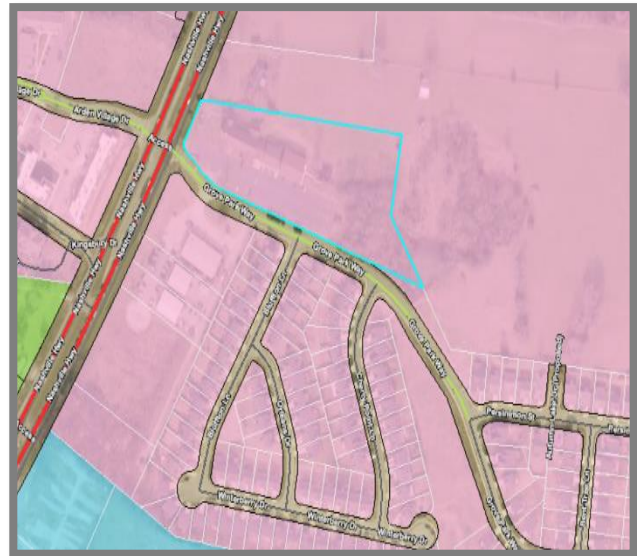
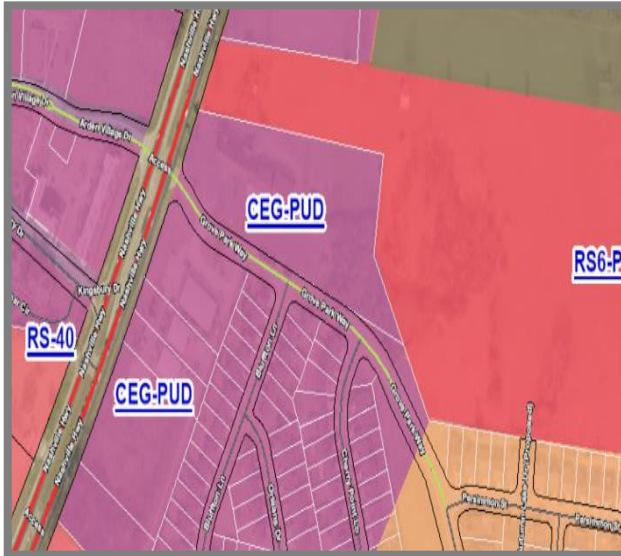
radius, as depicted in the site design and described in supplied documentation, into the PUD amendment for this property to satisfy requirements 5 of **Article 4.3.9.E**.

- 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:

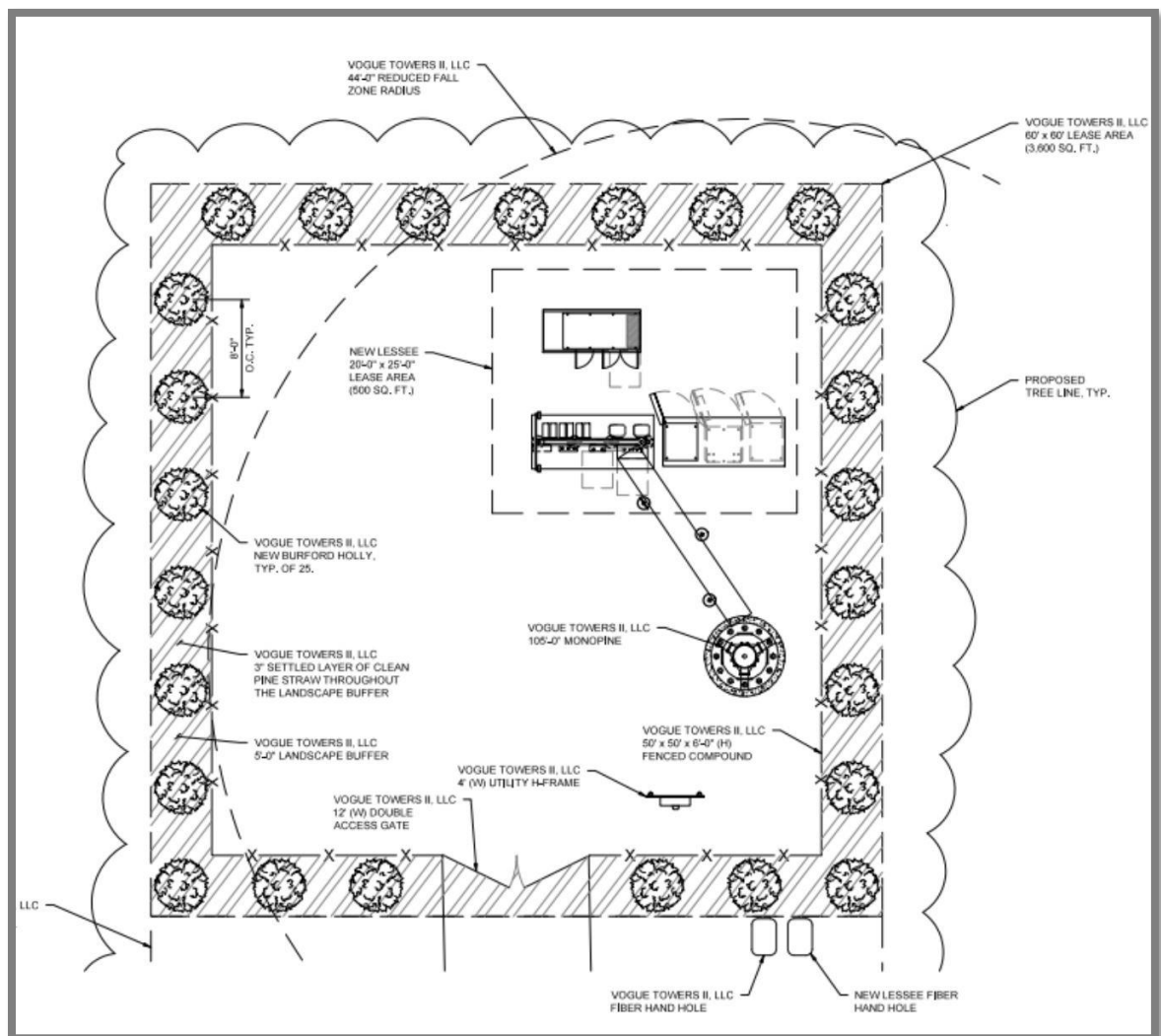
(1) The requirements set forth in this Section 4.3.9.D.6.n. shall govern the location of Towers that exceed, and antennas that are installed at a height in excess of 70 feet. The height limitations applicable to Buildings and Structures shall not apply to Towers and Antennas.

(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:

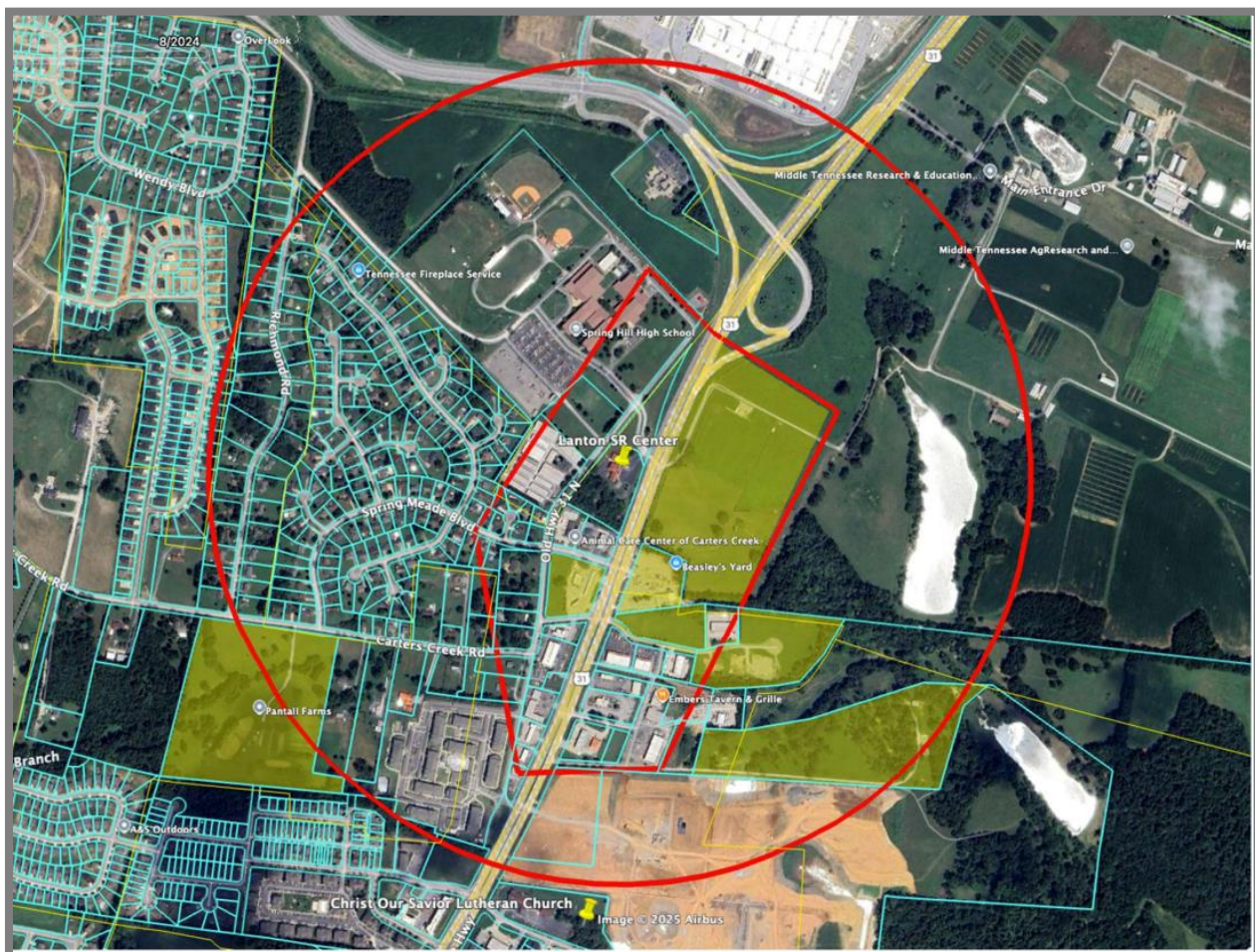
(a) Site and landscape plans drawn to scale and landscape plans drawn to scale; **Site and landscape plans included in attached design drawings.**



- (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>

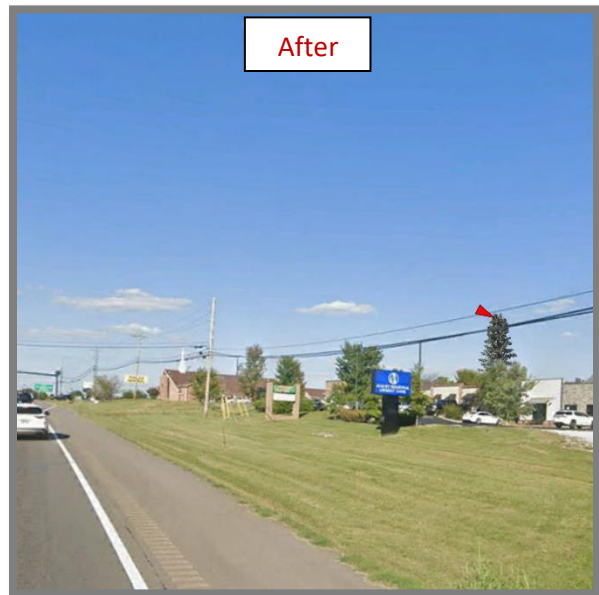
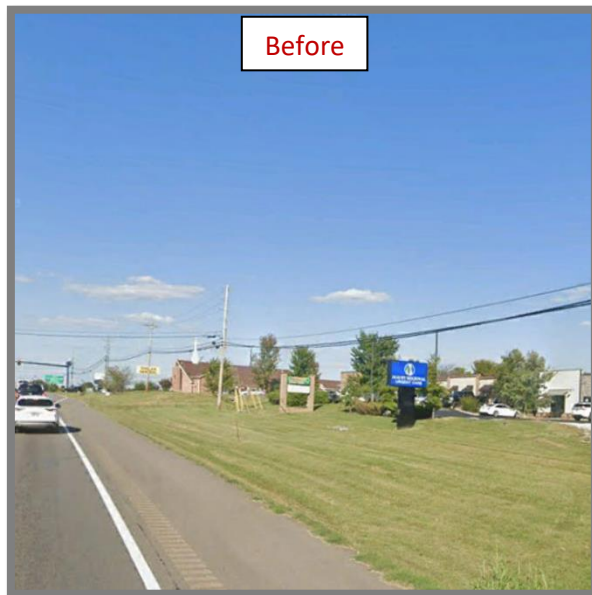
(14) Co – location on Towers is encouraged. **See (13) above.**

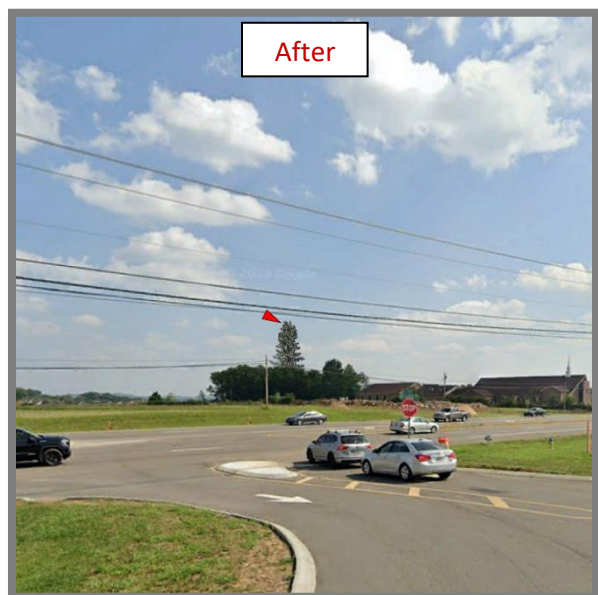
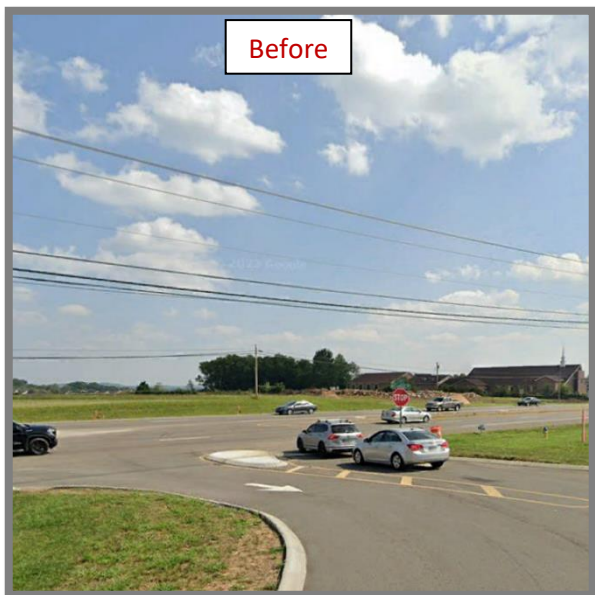
The Zoning Administrator has authority to approve a co – location on an existing Tower subject to: (a) receipt of a letter from a licensed engineer stating that the Tower is structurally adequate to handle the additional load; and (b) the FCC technical emissions standards not being exceeded.

(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.

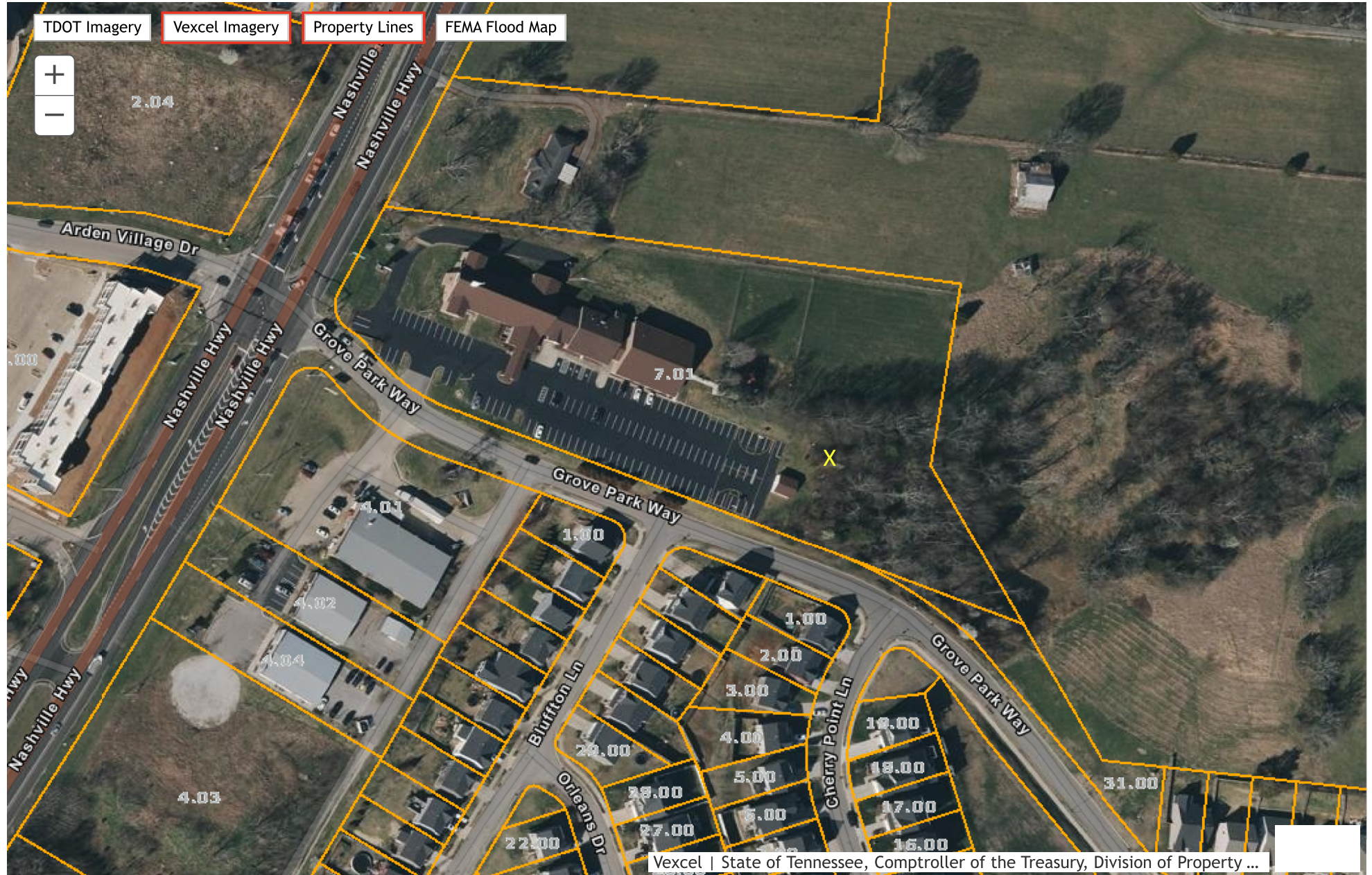
Respectfully submitted,

Pat Troxell-Tant

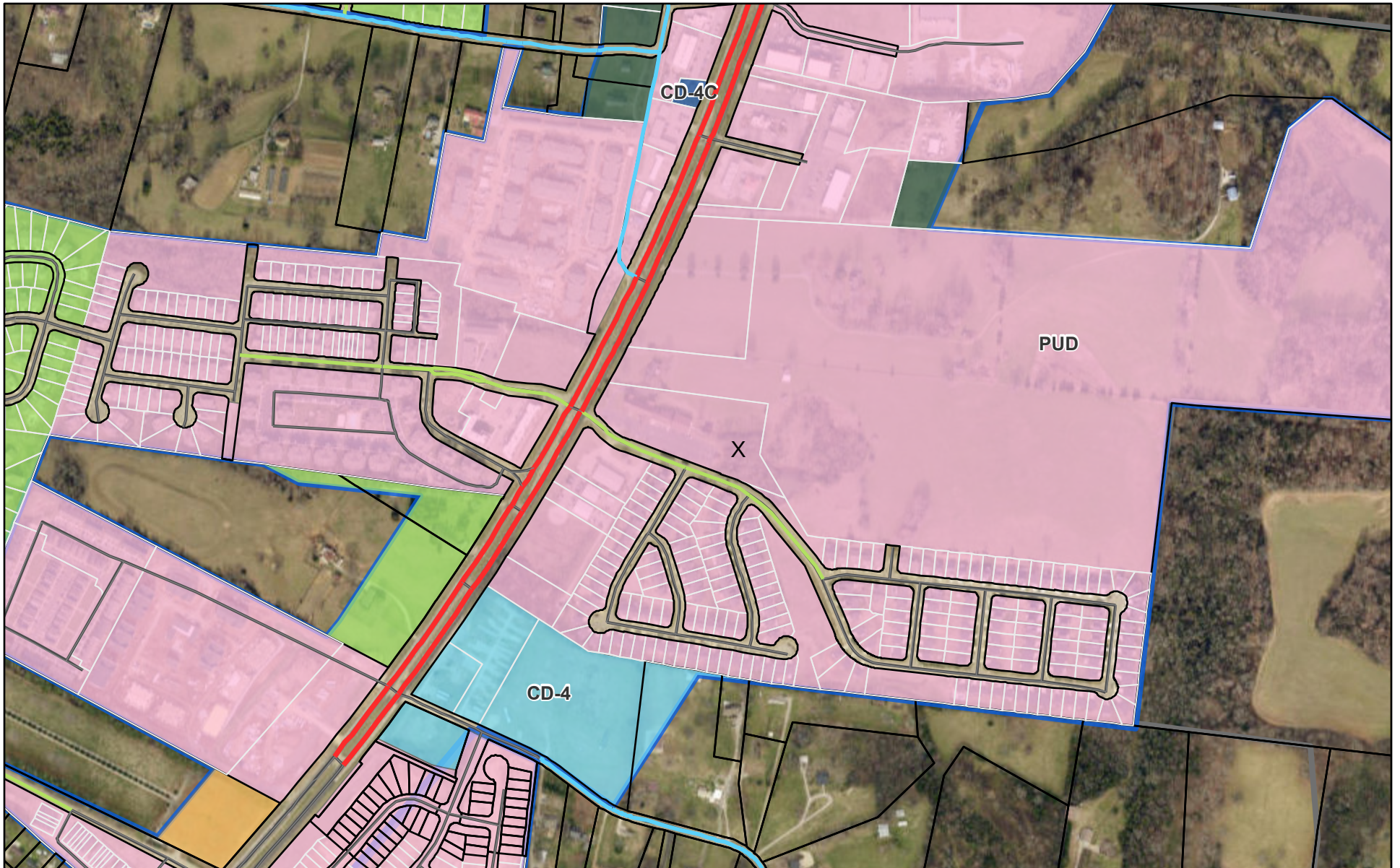
Pat Troxell-Tant
President of Development
Vogue Towers II, LLC



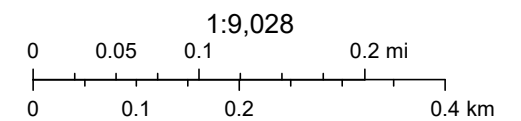
Tennessee Property Viewer



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:

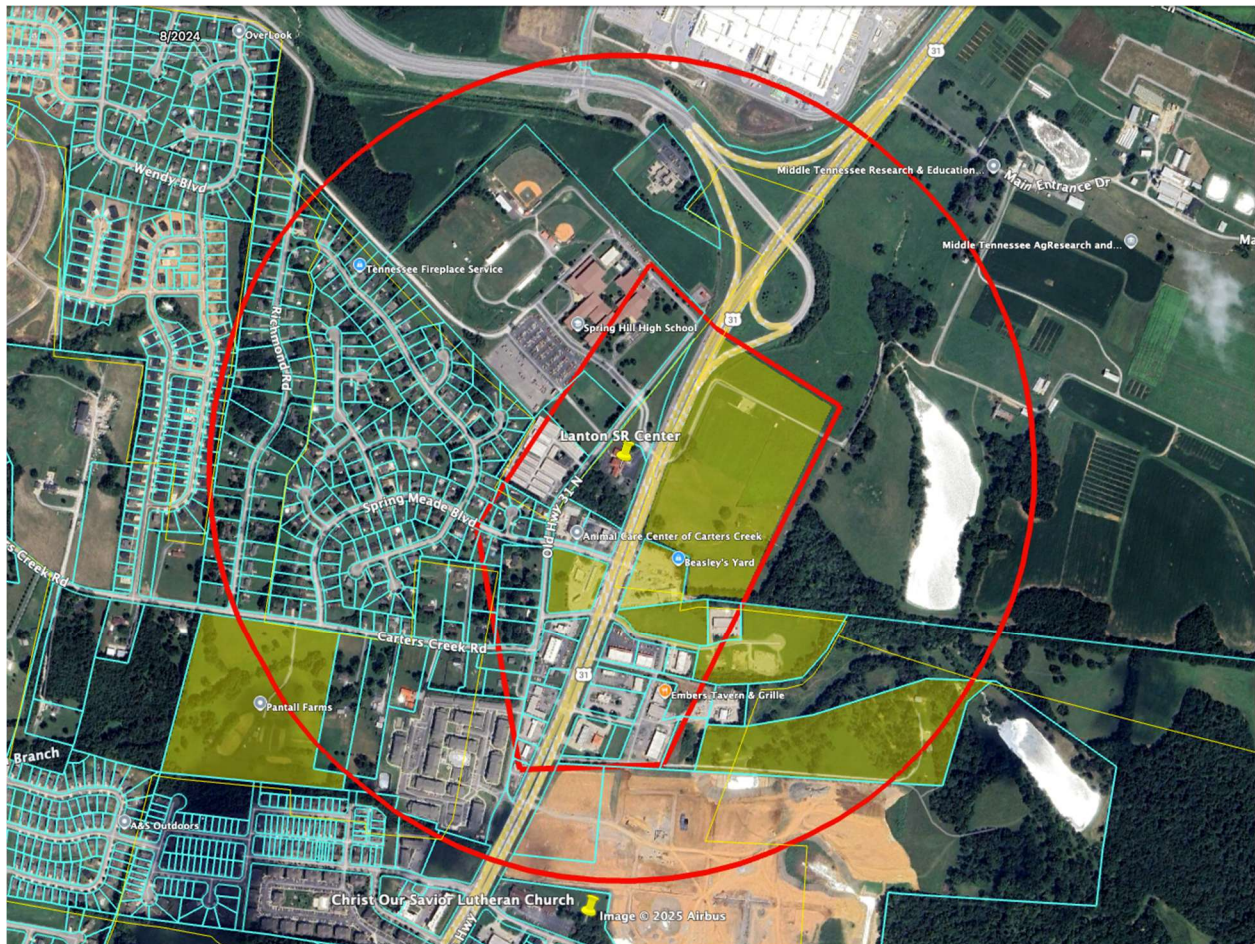
This letter is provided as confirmation that the new Tower will be designed to accommodate the collocation of additional antennas for future users and Applicant confirms to leasing excess space on the Tower to such users utilizing standard industry terms and rates, per the above reference section of 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

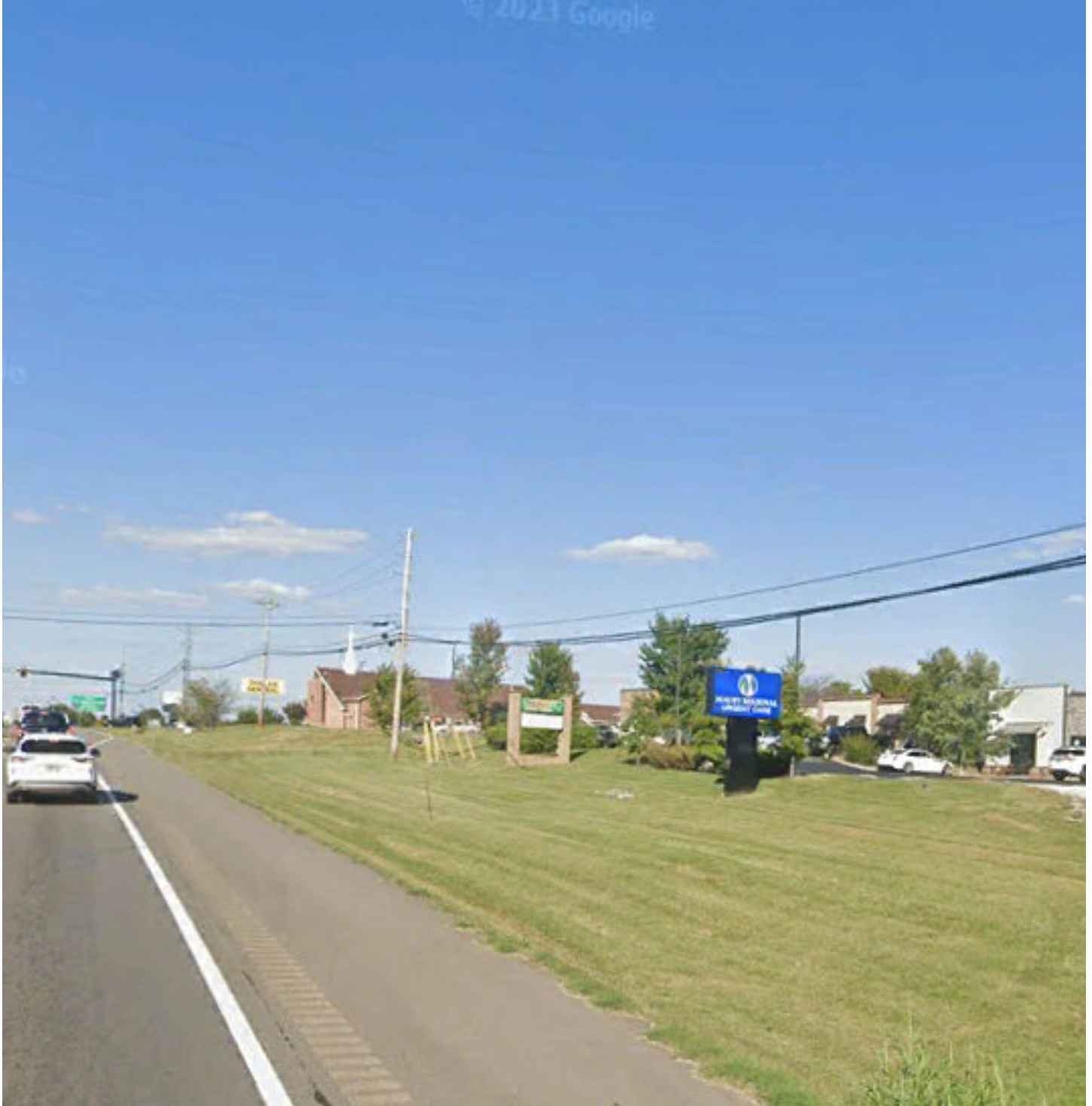


Notes: Location 1 after photosim.



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

Lanton PhotoSims

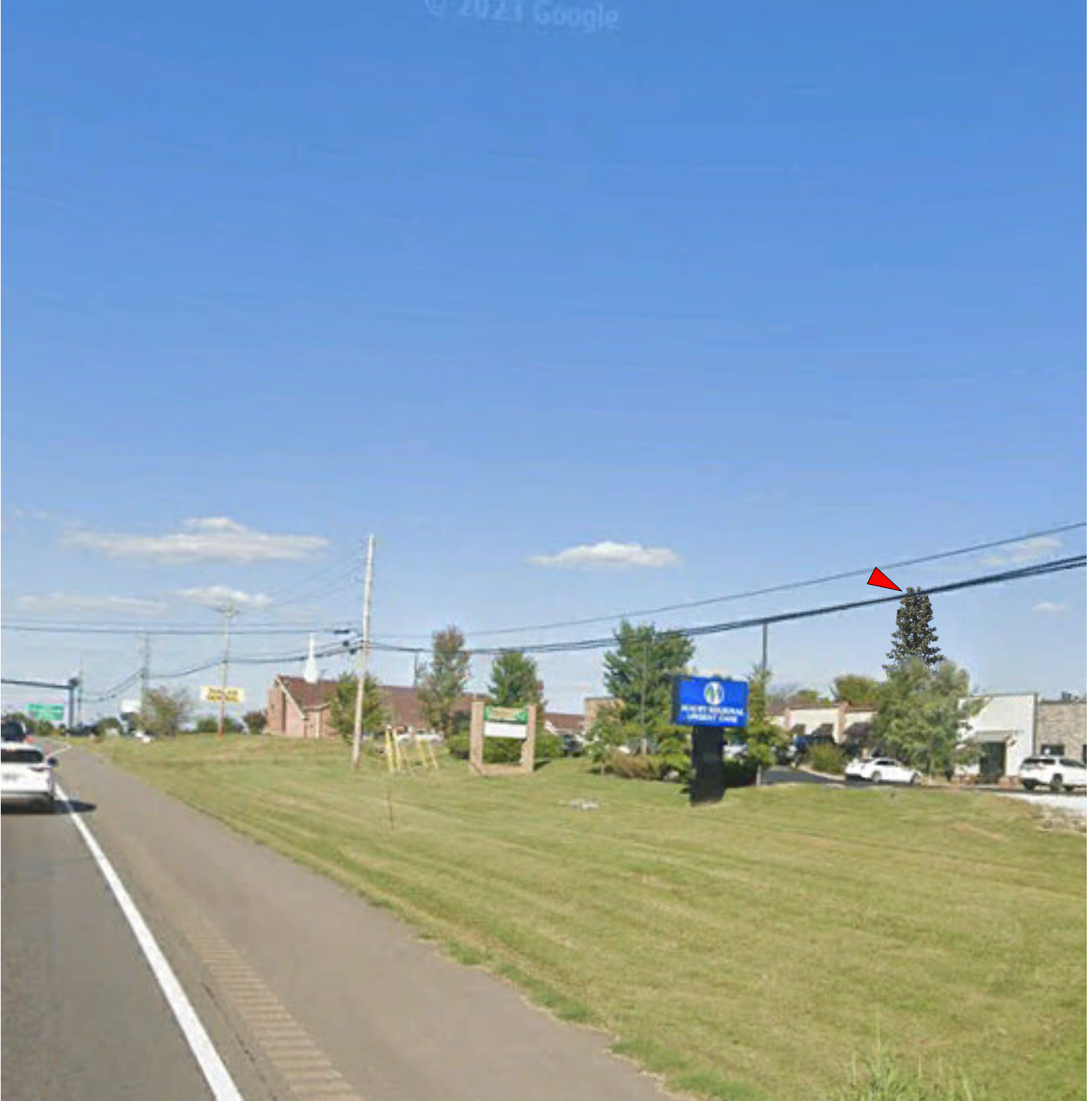


Notes: Location 2 before photosim.



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

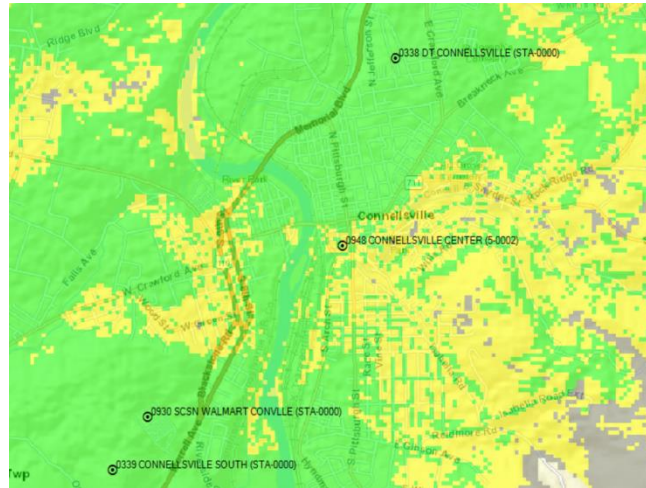
Introduction:

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 predict 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 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>

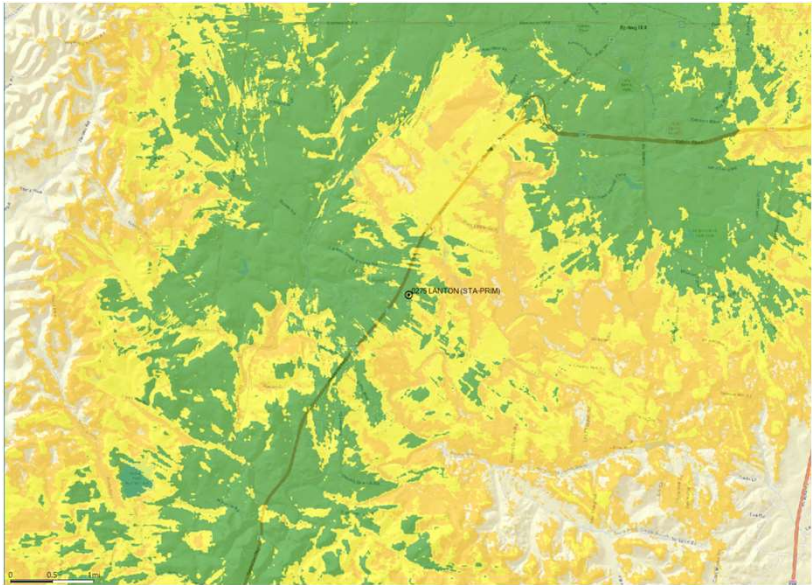
Lanton RF Plots



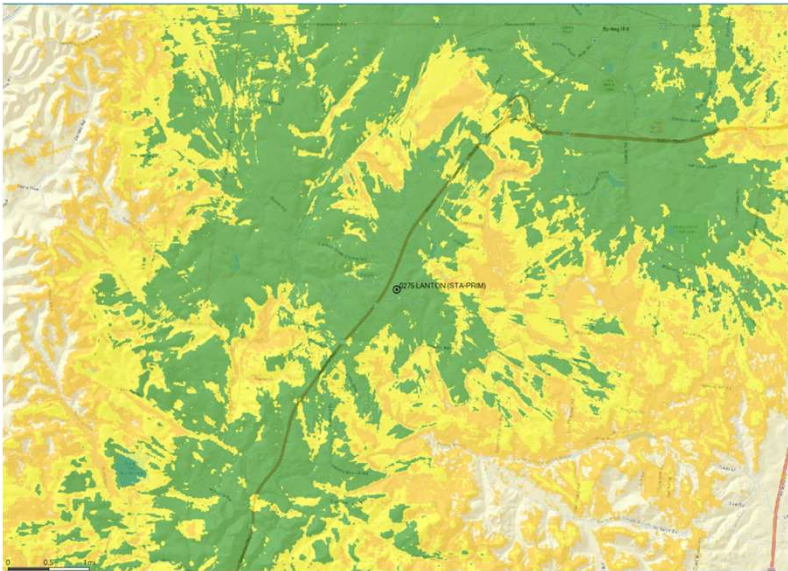
Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Plots - Pre and Post 700MHz RSRP Coverage

Pre



Post



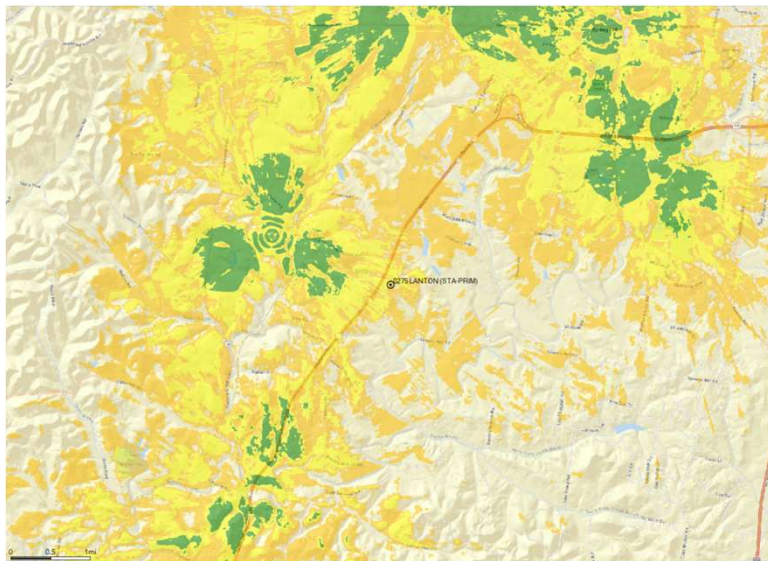
Coverage Level	Color
In-Building	Green
In-Vehicle	Yellow
On-Street	Orange



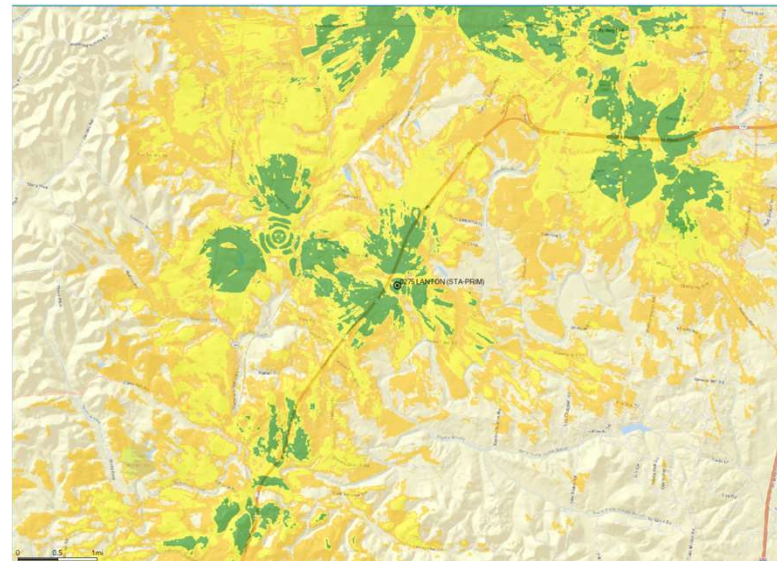
Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

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

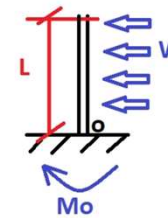
ebadiee@struteni.com

(404) 480-5555



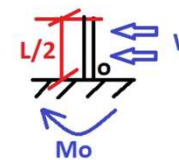
Designed Tower Fall Zones

- 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

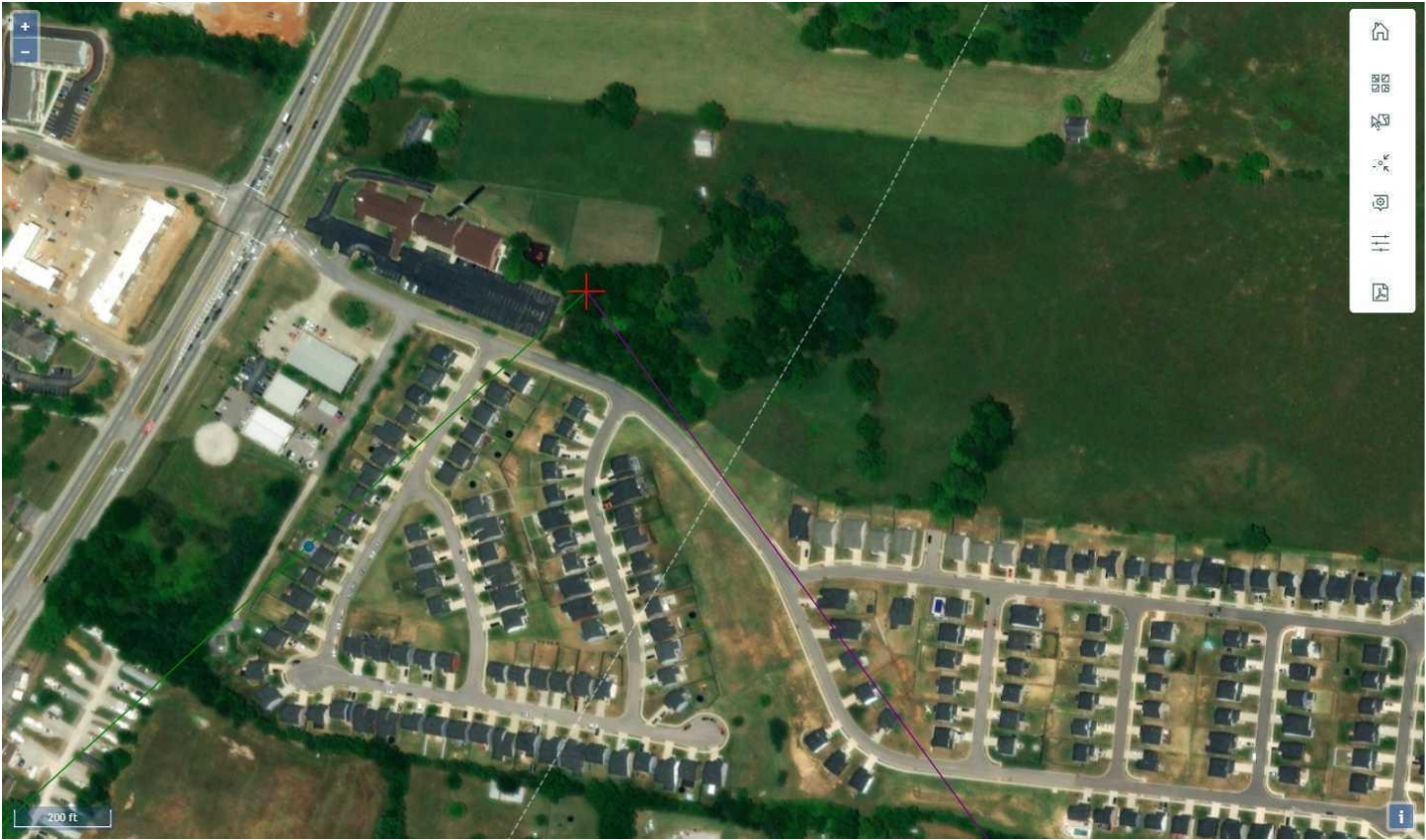
38600

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.

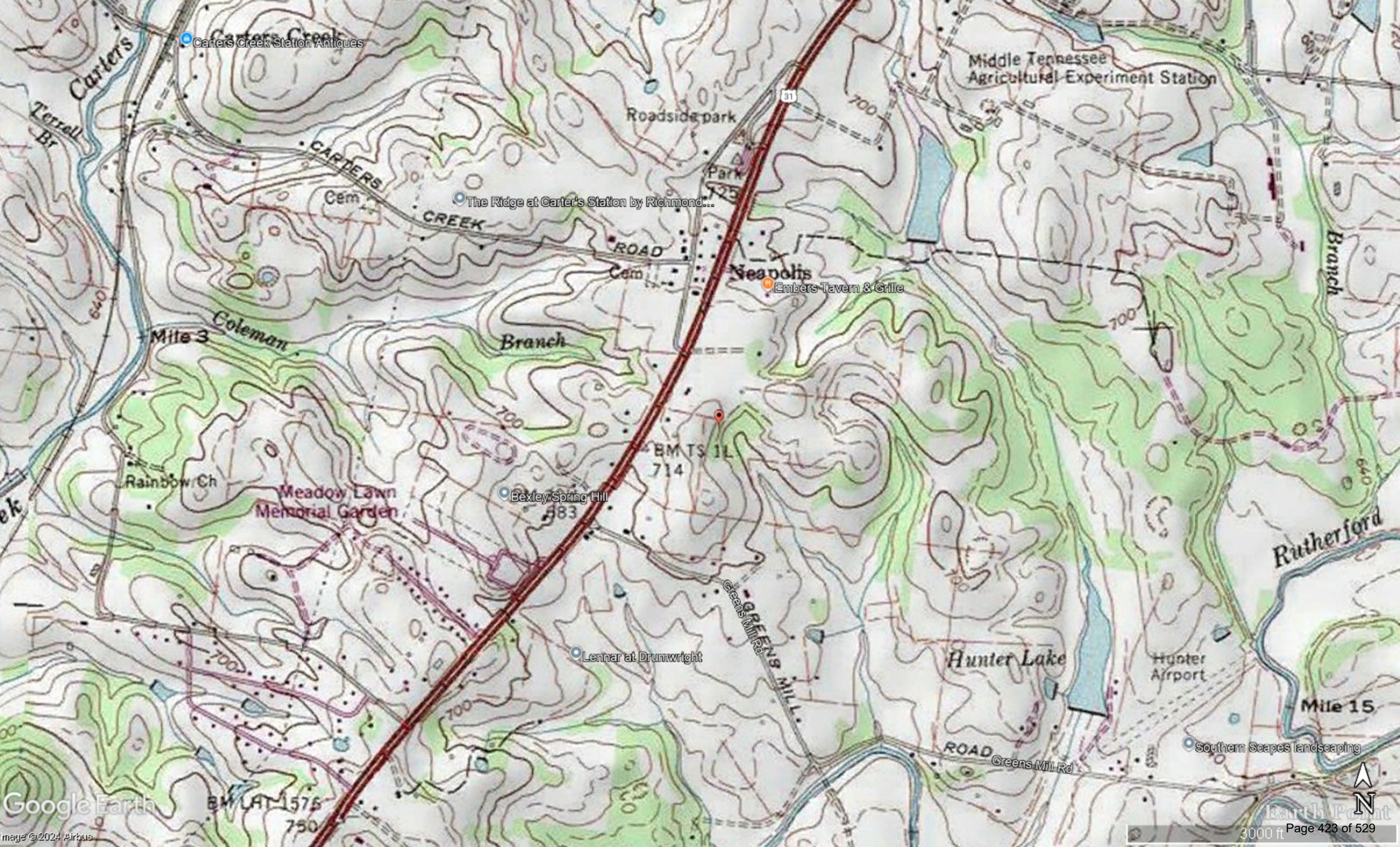
MARKING AND LIGHTING

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

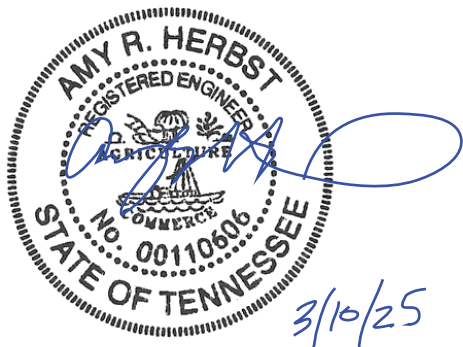
For example of tower engineering only, site specific tower design for new (reduced) tower will be provided once geotechnical information is available complete foundation design.

Prepared for: VOGUE TOWERS
by: Sabre Industries™

Job Number: 25-4001-JDS

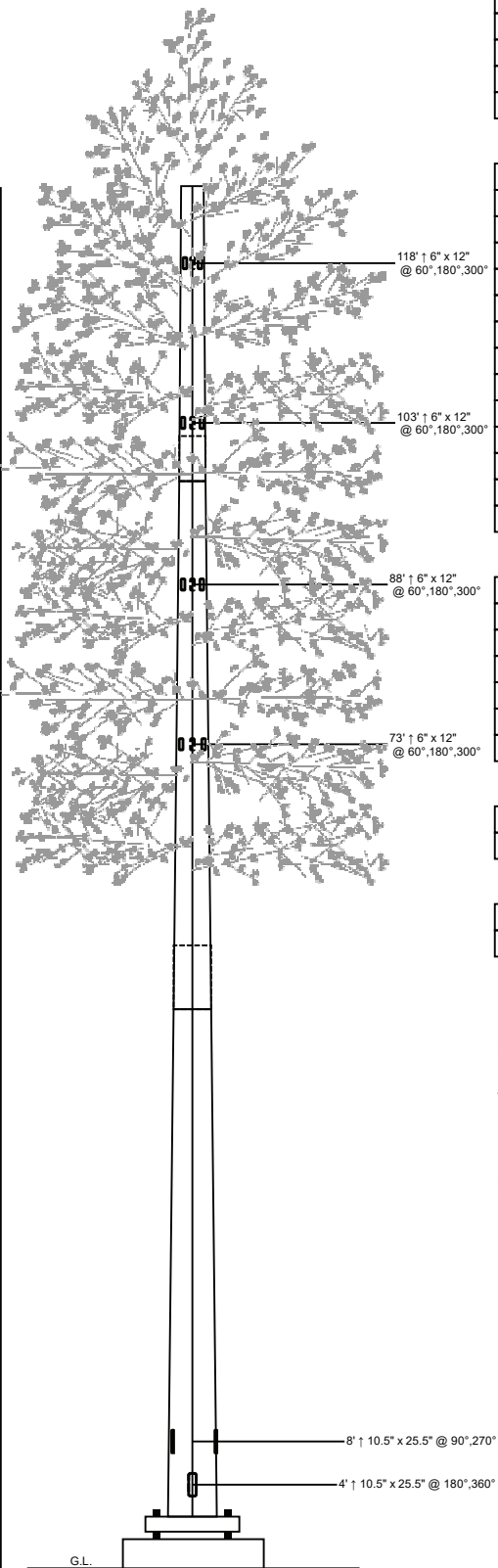
March 10, 2025

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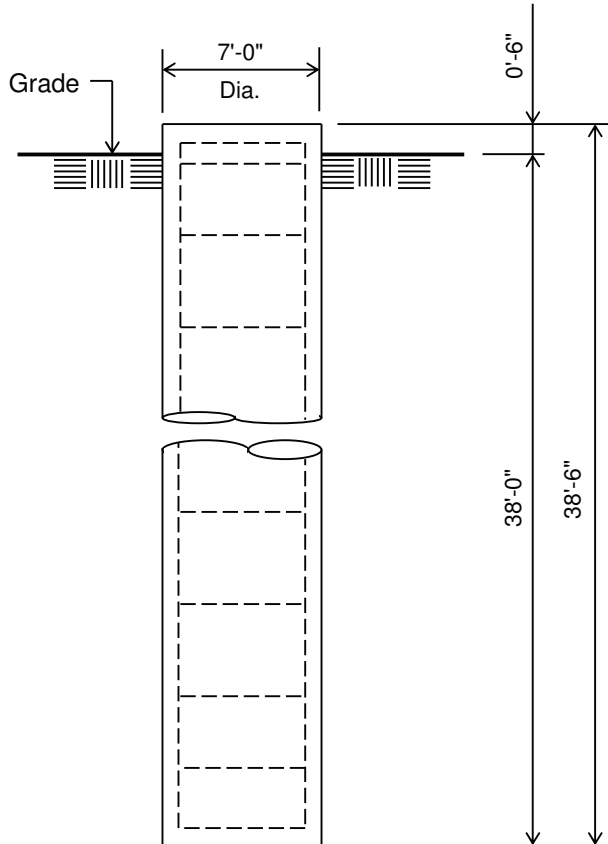
Job:	25-4001-JDS
Customer:	VOGUE TOWERS
Site Name:	Lanton, TN TN-5001
Description:	125' Monopine
Date:	3/10/2025
By:	ARH

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

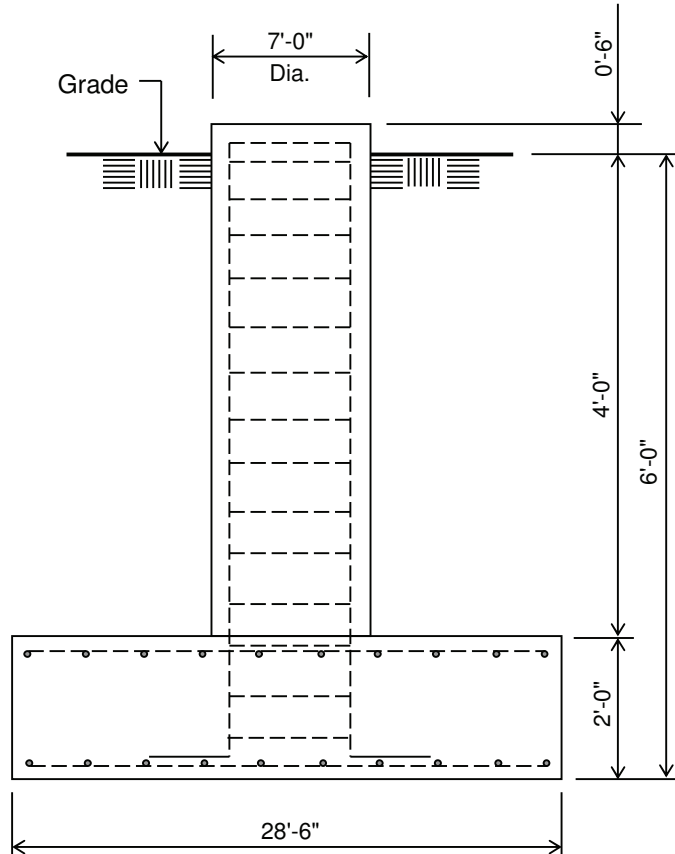
Pier	(38) #10 vertical rebar w/ #5 ties, (2) within top 5" of pier, then 8" C/C
------	--

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	
			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

=====

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

=====

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

=====

LOADING CONDITION A =====

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

LOADS ON POLE

=====

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD..AT AZI	LOAD 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

=====

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.. 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

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.. 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)
=====

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)

=====

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: 0° (1.0 D + 1.0 Wo)

LOADS ON POLE

=====

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

=====

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)

=====

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			
					W _i /h _i (kips)	F _x or F _y (kips)	E _x (kips)	E _y (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)	12.000	119.00	1.4851	0.0000	21,030.5011	0.1667	0.0912	1.2454
	1.565	116.50	0.5000	0.0000	6,786.1250	0.0538	0.0307	0.4193
F _a	2.314	115.00	0.0140	0.0000	185.1500	0.0015	0.0009	0.0117
	0.460	111.50	0.5000	0.0000	6,216.1250	0.0493	0.0307	0.4193
S _{MS}	0.331	106.50	0.5000	0.0000	24,451.1237	0.1938	0.1235	1.6869
	0.307	105.00	0.0140	0.0000	5,671.1250	0.0450	0.0307	0.4193
S _{DS}	0.221	104.00	6.0000	6.0000	154.3500	0.0012	0.0009	0.0117
	1.000	104.00	1.2979	0.0000	64,896.0000	0.5144	0.3684	5.0316
I _e	1.500	101.50	0.5000	0.0000	14,038.0864	0.1113	0.0797	1.0884
	0.056	96.50	0.5000	0.0000	5,151.1250	0.0408	0.0307	0.4193
C _s	29,000	95.00	0.0140	0.0000	4,656.1250	0.0369	0.0307	0.4193
	1,346	91.50	0.5000	0.0000	126.3500	0.0010	0.0009	0.0117
I _{top} (in ⁴)	29,906	89.00	6.0000	6.0000	4,186.1250	0.0332	0.0307	0.4193
	15,626	88.50	0.5000	0.0000	47,526.0000	0.3767	0.3684	5.0316
I _{bot} (in ⁴)	386.4	85.00	1.1107	0.0000	8,797.8547	0.0697	0.0682	0.9314
	58,472	85.00	0.5000	0.0000	3,741.1250	0.0297	0.0307	0.4193
W _t (kips)	18,000	81.50	0.5000	0.0000	101.1500	0.0008	0.0009	0.0117
	40,472	76.50	0.5000	0.0000	3,321.1250	0.0263	0.0307	0.4193
W _u (kips)	2,000	75.00	0.5000	0.0000	2,926.1250	0.0232	0.0307	0.4193
	1488	74.00	6.0000	0.0000	78.7500	0.0006	0.0009	0.0117
T (sec)	0.383	74.00	0.9235	0.0000	32,856.0000	0.2604	0.3684	5.0316
	2,612	74.00	0.0140	0.0000	5,057.0860	0.0401	0.0567	0.7745
k _e	3,274	71.50	7.6770	0.0000	42,039.2520	0.3332	0.4714	6.4379
	D	66.50	0.5000	0.0000	2,556.1250	0.0203	0.0307	0.4193
V _s (kips)	2,000	65.00	0.5000	0.0000	2,211.1250	0.0175	0.0307	0.4193
	3,274	63.50	0.0140	0.0000	59.1500	0.0005	0.0009	0.0117
Seismic Design Category	D	55.00	0.5000	0.0000	2,016.1250	0.0160	0.0307	0.4193
	D	45.00	0.0140	0.0000	42.3500	0.0003	0.0009	0.0117
D	12.000	35.00	0.0140	0.0000	28.3500	0.0002	0.0009	0.0117
	1.565	26.62	13.3062	0.0000	17.1500	0.0001	0.0009	0.0117
F _a	2.314	25.00	0.0140	0.0000	9,429.0980	0.0747	0.8170	11.1586
	0.460	15.00	0.0140	0.0000	8,750.0000	0.0001	0.0009	0.0117
S _{MS}	0.331	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	0.307	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
S _{DS}	0.221	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	1.000	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
I _e	1.500	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	0.056	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
C _s	29,000	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	1,346	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
I _{top} (in ⁴)	29,906	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	15,626	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
I _{bot} (in ⁴)	386.4	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	58,472	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
W _t (kips)	18,000	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	40,472	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
W _u (kips)	2,000	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	1488	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
T (sec)	0.383	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	2,612	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
k _e	3,274	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	D	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
V _s (kips)	2,000	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	3,274	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
Seismic Design Category	D	15.00	0.0140	0.0000	3.1500	0.0000	0.0009	0.0117
	D	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_i (kips)	w_i/h_i	F_x or F_y (kips)	E_x (kips)	$1.2 D + 1.0 E_x$ or $0.9 D - 1.0 E_y$ (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
 $\Phi_t^*R_{nt}$: 243.75 Kips
Vu: 2.91 Kips
 $\Phi_v^*R_{nv}$: 149.10 Kips
Tension Interaction Ratio: 0.80
Maximum Puc: 223.96 Kips
 $\Phi_c^*R_{nc}$: 268.39 Kips
Vu: 2.91 Kips
 $\Phi_c^*R_{ncv}$: 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^*F_y : 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

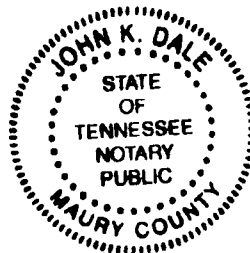
**STATE OF TENNESSEE
COUNTY OF _____**

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

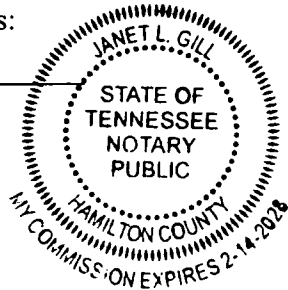
I, Janet L. Gill, a Notary Public of Hamilton County, Tennessee, certify that **PAT TROXELL-TANT**, personally came before me this day and acknowledged that she is the **PRESIDENT OF DEVELOPMENT** of **VOGUE TOWERS II, LLC**, a Delaware limited liability company, and that she, as such **PRESIDENT OF 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: [Signature]
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.

[Signature]
Notary Public

My Commission Expires:

9/28/26

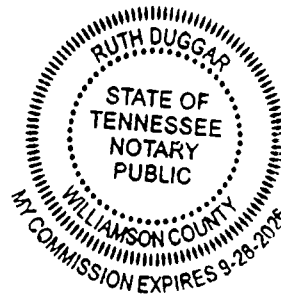


EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

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

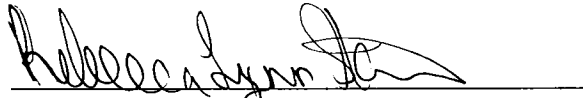
I, Kirby W. Yost, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law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



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

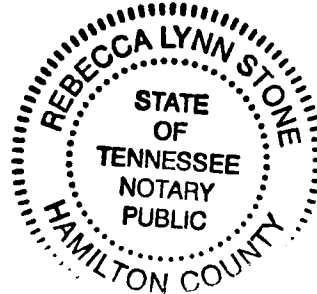
STATE OF TENNESSEE
COUNTY OF HAMILTON

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

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

AGENDA ITEM TITLE: 1st CONSIDERATION ON ORDINANCE NO. 4559 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF PROPERTY AT TAX MAP 99 PARCEL 60, LOCATED OFF TOM J. HITCH PARKWAY AND HIGHLANDER DRIVE, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND CD-4C (GENERAL URBAN CORRIDOR CHARACTER DISTRICT) - WARD 3.

RECOMMENDATION: Approve Ordinance No. 4559 on first consideration.

INFORMATION: The applicant is requesting to rezone a portion of property in order to correct the official zoning map for the City of Columbia. The 140 acre property is reflected as CD-3 currently and portions of the property would need to be updated to CD-4 (northern portion) and CD-4C (along the southeast property line along Tom J. Hitch Parkway). The rezoning exhibit reflects the coordinating areas. No development is proposed at this time. The Planning Commission reviewed this request at their August 13, 2025 meeting and recommended approval with a vote of seven to zero.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4559 Staff Report; Ordinance 4559; Exhibit A and B; DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF PROPERTY LOCATED AT TAX MAP 99 PARCEL 60, OFF TOM J. HITCH PARKWAY AND HIGHLANDER DRIVE, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN DISTRICT) AND CD-4C (GENERAL URBAN CORRIDOR 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 portions of property herein described from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District) and CD-4C (General Urban Corridor Character District).

Section 2: Said property being rezoned, is shown on Tax Map 99 Parcel 60, located off Tom J. Hitch Parkway and Highlander Drive, 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 area being rezoned from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District) and CD-4C (General Urban Corridor Character District) is attached hereto, identified as Exhibit "B" and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 13th day of August, 2025, and after a public hearing held on the 11th day of September, 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.

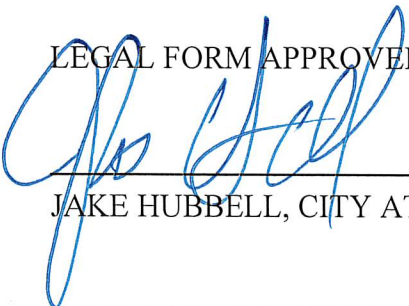
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 9th day of October, 2025.

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: _____

PROPERTY LINE AND ZONING CORRECTION LEGAL DESCRIPTIONS EXHIBIT

PROPOSED UTILITY LEGEND

- PROPERTY LINE
- ZONE: CD-3
- ZONE: CD-4
- ZONE: SD-U
- ZONE: CD-4C

REQUESTED ZONE FOR
CORRECTION: CD-4

THIS SECTION IS ZONED
AS CD-3 AND IS CORRECT.

ZONE CD-4 LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER TO THE SOUTH OF MAP 99, PARCEL 59.03 AND TO THE NORTH OF MAP 99, PARCEL 59.01; THENCE SOUTH 85° 58' 53" EAST, 1,080.50 FEET; THENCE NORTH 63° 30' 05" EAST, 702.13 FEET; THENCE SOUTH 57° 24' 04" EAST, 239.54 FEET; THENCE SOUTH 57° 25' 06" EAST, 184.97 FEET; THENCE NORTH 16° 22' 21" EAST, 52.06 FEET; THENCE NORTH 57° 23' 47" WEST, 302.25 FEET; THENCE NORTH 05° 00' 08" WEST, 510.73 FEET; THENCE NORTH 81° 44' 09" WEST, 207.5 FEET; THENCE NORTH 80° 36' 37" WEST, 251.07 FEET; THENCE NORTH 84° 11' 36" WEST, 234.19 FEET; THENCE NORTH 81° 13' 47" WEST, 577.31 FEET; THENCE NORTH 81° 49' 04" WEST, 445.03 FEET; THENCE SOUTH 02° 23' 26" WEST, 46.19 FEET; THENCE SOUTH 04° 56' 17" WEST, 933.64 FEET, TO THE POINT OF BEGINNING.

ZONE CD-4 LEGAL DESCRIPTION (ALONG
HIGHLANDER DRIVE)

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO TOM J HITCH PARKWAY AND NORTH OF MAP 99, PARCEL 60.03; THENCE NORTH 36° 29' 10" EAST, 52.30 FEET, ALONG THE NORTH SIDE OF SAID TOM J HITCH PARKWAY; THENCE NORTH 57° 23' 47" WEST, 432.21 FEET; THENCE SOUTH 16° 22' 21" WEST, 52.06 FEET; THENCE SOUTH 57° 25' 06" EAST, 0.49 FEET; THENCE SOUTH 57° 05' 30" EAST, 413.63 FEET, TO THE POINT OF BEGINNING.

ZONE CD-4C LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO TOM J HITCH PARKWAY AND SOUTH OF MAP 99, PARCEL 60.02; THENCE NORTH 73° 02' 22" WEST, 323.84 FEET, ALONG THE SOUTH SIDE OF SAID MAP 99, PARCEL 60.02; THENCE SOUTH 13° 51' 00" WEST, 1,044.46 FEET; THENCE SOUTH 59° 54' 23" EAST, 187.86 FEET; THENCE SOUTH 60° 06' 24" EAST, 144.12 FEET; THENCE NORTH 14° 04' 48" EAST, 1,119.28 FEET, TO THE POINT OF BEGINNING.

ZONE CD-3 LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJECENT TO MARVIN CATHY BOSTICK GRAVE SITE AND SOUTH OF MAP 99, PARCEL 59.01; THENCE SOUTH 06° 14' 04" WEST, 748.90 FEET, ALONG THE EAST SIDE OF SAID MARVIN CATHY BOSTICK GRAVE SITE; THENCE SOUTH 05° 29' 40" WEST, 395.33 FEET; THENCE SOUTH 45° 57' 48" EAST, 265.98 FEET; THENCE SOUTH 49° 37' 44" EAST, 205.20 FEET; THENCE SOUTH 53° 30' 19" EAST, 191.96 FEET; THENCE SOUTH 52° 53' 25" EAST, 197.11 FEET; THENCE SOUTH 52° 42' 32" EAST, 198.17 FEET; THENCE SOUTH 56° 30' 57" EAST, 196.46 FEET; THENCE SOUTH 59° 58' 57" EAST, 320.22 FEET; THENCE SOUTH 59° 59' 35" EAST, 561.06 FEET; THENCE SOUTH 59° 54' 23" EAST, 265.94 FEET; THENCE NORTH 13° 51' 00" EAST, 1044.46 FEET; THENCE NORTH 16° 22' 21" EAST, 929.85 FEET; THENCE NORTH 73° 42' 16" WEST, 366.91 FEET; THENCE NORTH 36° 20' 13" WEST, 323.30 FEET; THENCE NORTH 36° 21' 04" WEST, 374.60 FEET; THENCE NORTH 85° 58' 53" WEST, 1080.50 FEET; THENCE SOUTH 10° 53' 39" WEST, 43.04 FEET; THENCE SOUTH 00° 00' 22" EAST, 164.45 FEET; THENCE NORTH 84° 19' 51" WEST, 517.54 FEET, TO THE POINT OF BEGINNING.



Tom J. Hitch Parkway Zoning Map Correction

Project #:	25-0235	Location:	Map 99 Parcel 60.00
Applicant:	Adam Crunk, PE	Case Type(s):	Rezoning
Staff Planner:	Austin Brass, AICP Melissa Sanders	Proposed Use:	N/A

PROJECT SUMMARY

The applicant requests to correct the official Zoning Map for a 140-acre property located at Tom J. Hitch Pkwy & Highlander Drive to CD-4 (General Urban Character District) CD-4C (General Urban Corridor District) & CD-3 (Neighborhood Character District).

- The property was rezoned under a previous Zoning Ordinance 1507 as approved by City Council of August 17th, 2006. This rezoning request was for tract portions of 97.78- and 29.30-acres to be rezoned from GCS (General Commercial Services (*CD-4C*) I-R (Industrial-Restrictive (*SD-LI*) and R-6 (Medium Density Residential (*CD-3*) to R-6 (Medium Density Residential (*CD-3*) and RM-1 (High Density Residential (*CD-4*)).
- With the adoption of the current Zoning Ordinance 4400, an updated zoning map was made that reflects the reclassification of Zoning Districts from the previous Zoning Map. Typically, Zoning Districts follow distinct boundary lines and encompass an entire parcel bounded by rights-of-way. This property was historically zoned with multiple zoning districts on one parcel, including the districts as approved in the rezoning request as described above in 2006. The official Zoning Map update did not reflect the multiple split zones on the property and in turn displayed the mapping of the property in its entirety as CD-3. This request is to reclassify the Zoning Map back to its original zoning designation including the clearing of a mapping inconsistency on small portion of the property that was previously Zoned Industrial Restrictive (IR) to CD-4 on the Highlander Drive ROW at the entrance of the property. All proposed Zoning corrections are consistent with the Comprehensive Plan, *Connect Columbia*.
- The Zoning of CD-4/CD-4C & CD-3 is consistent with the City Center Urban Village (CCUV) and future land use classification in *Connect Columbia*.
- 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.

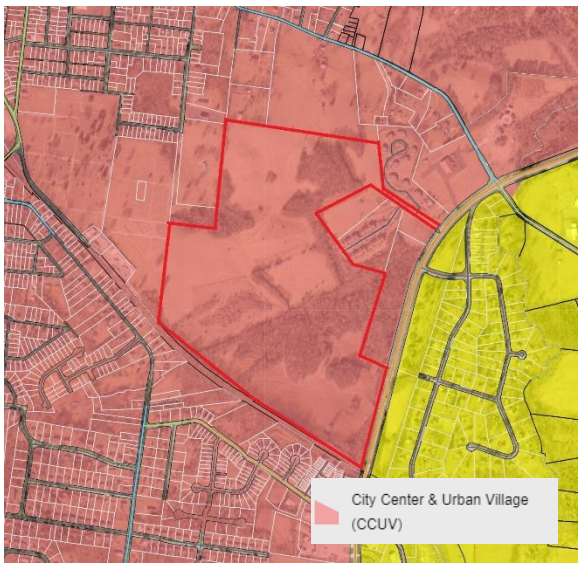


SITE INFORMATION

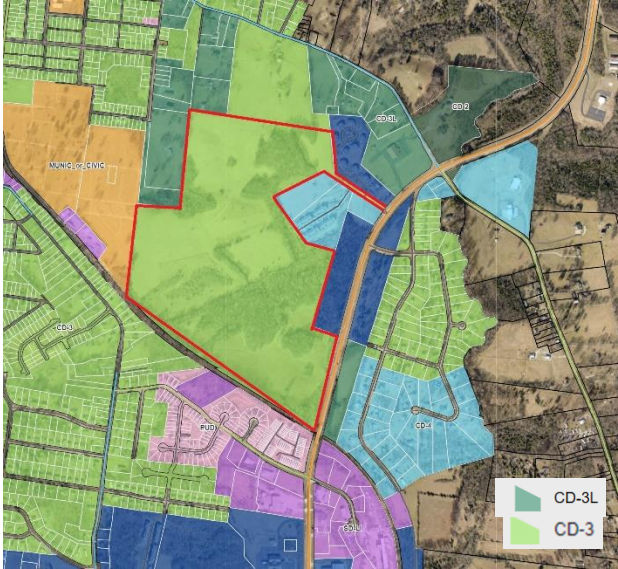
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
CD-3	Vacant Land	Vacant Land	+/- 140.38 acres



FUTURE LAND USE MAP



ZONING MAP (CD-3)





SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	City Center & Urban Village	CD-3/CD-4/CD-4C	Vacant
North	City Center & Urban Village	CD-3	Vacant
South	City Center & Urban Village	PUD/ CD-3	Single-Family Homes
East	City Center & Urban Village/Suburban Neighborhoods	CD-3L/CD-4C	Vacant/ multi-family
West	City Center & Urban Village	Civic/ CD-3L	Cemetery/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

AUGUST 2025
25-0235
TOM J. HITCH PARKWAY

Character & Intent

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

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

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



Land Use Considerations

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

Form & Pattern

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

Implementing Districts

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

Implementing Standards

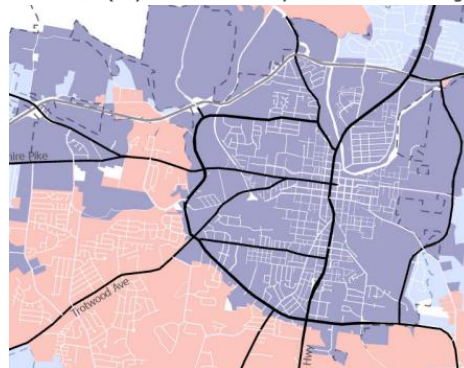
General Development Pattern: Mixed Uses & Isolated Uses
Density (density units per acre): ≥ 12 du/ac
Building Height: 1-5 stories
Open Space Elements: Civic Spaces, Parks & Greenways



AREA OF CHANGE

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

Activate (City Policies Foster Proactive Change)
Protect (City Policies Minimize Change to Established Land Use)
Facilitate (City Facilitates Orderly Market-Driven Change)

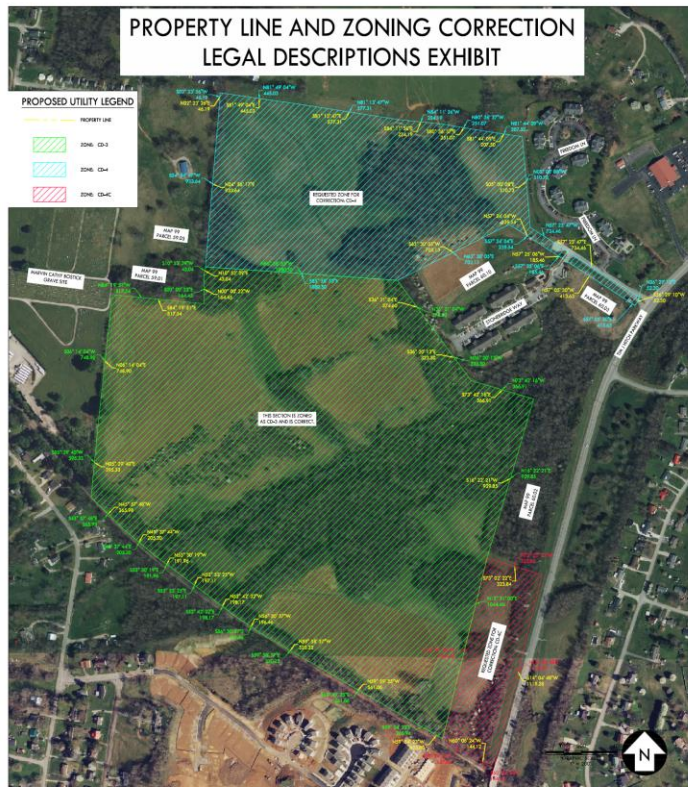


CONFORMITY WITH ZONING ORDINANCE

Section 2.2 Changes to Zoning Map require any change to the adopted Zoning Map shall be subject to compliance with the requirements and procedures of this Ordinance, which shall include without limitation in cases where the change was initiated by any person other than the City, submission, review and approval of an application for approval of a Proposed Zoning Map Amendment that complies with all standards, conditions, and requirements of this Ordinance, in accordance with Section 8.5.19 and related provisions of Article 8 (Administration, Procedures & Enforcement).



- The applicant has provided a legal description to match the zoning as approved on August 17th, 2006. This request is for the correction of the zoning to be labeled as such on the current official Zoning Map.
- 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.



PROPERTY LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO TOM J HITCH PARKWAY AND NORTH OF MAP 99, PARCEL 60.03; THENCE NORTH 57° 05' 30" WEST, 413.63 FEET, ALONG THE NORTH SIDE OF SAID MAP 99, PARCEL 60.03; THENCE NORTH 57° 25' 06" WEST, 185.46 FEET; THENCE NORTH 57° 24' 04" WEST, 239.54 FEET; THENCE SOUTH 63° 30' 05" WEST, 702.13 FEET; THENCE SOUTH 36° 21' 04" EAST, 374.60 FEET; THENCE SOUTH 36° 20' 13" EAST, 323.30 FEET; THENCE SOUTH 73° 42' 16" EAST, 366.91 FEET; THENCE SOUTH 16° 22' 21" WEST, 929.85 FEET; THENCE SOUTH 73° 02' 22" EAST, 323.84 FEET; THENCE SOUTH 14° 04' 48" WEST, 1119.28 FEET; THENCE NORTH 60° 06' 24" WEST, 111.12 FEET; THENCE NORTH 59° 54' 23" WEST, 453.80 FEET; THENCE NORTH 59° 59' 35" WEST, 561.06 FEET; THENCE NORTH 59° 58' 57" WEST, 320.22 FEET; THENCE NORTH 56° 30' 57" WEST, 196.46 FEET; THENCE NORTH 52° 42' 32" WEST, 198.17 FEET; THENCE NORTH 52° 53' 25" WEST, 197.11 FEET; THENCE NORTH 53° 30' 19" WEST, 191.96 FEET; THENCE NORTH 49° 37' 44" WEST, 205.20 FEET; THENCE NORTH 45° 57' 48" WEST, 265.98 FEET; THENCE NORTH 05° 29' 40" EAST, 395.33 FEET; THENCE NORTH 06° 14' 04" EAST, 748.90 FEET; THENCE SOUTH 84° 19' 51" EAST, 517.54 FEET; THENCE NORTH 00° 00' 22" WEST, 164.45 FEET; THENCE NORTH 10° 53' 39" EAST, 43.04 FEET; THENCE NORTH 04° 50' 17" EAST, 933.64 FEET; THENCE NORTH 02° 23' 26" EAST, 46.19 FEET; THENCE SOUTH 81° 49' 04" EAST, 445.03 FEET; THENCE SOUTH 81° 13' 47" EAST, 577.31 FEET; THENCE SOUTH 84° 11' 36" EAST, 234.19 FEET; THENCE SOUTH 80° 36' 37" EAST, 251.07 FEET; THENCE SOUTH 81° 44' 09" EAST, 207.50 FEET; THENCE SOUTH 05° 00' 08" EAST, 510.73 FEET; THENCE SOUTH 57° 23' 47" EAST, 734.46 FEET; THENCE SOUTH 36° 29' 10" WEST, 52.30 FEET, TO THE POINT OF BEGINNING.

ZONE CD-4 LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER TO THE SOUTH OF MAP 99, PARCEL 59.03 AND TO THE NORTH OF MAP 99, PARCEL 59.01; THENCE SOUTH 85° 58' 53" EAST, 1,080.50 FEET; THENCE NORTH 63° 30' 05" EAST, 702.13 FEET; THENCE SOUTH 57° 24' 04" EAST, 239.54 FEET; THENCE SOUTH 57° 25' 06" EAST, 185.46 FEET; THENCE SOUTH 57° 05' 30" EAST, 413.63 FEET; THENCE NORTH 36° 29' 10" EAST, 52.30 FEET; THENCE NORTH 57° 23' 47" WEST, 734.46 FEET; THENCE NORTH 05° 00' 08" WEST, 510.73 FEET; THENCE NORTH 81° 44' 09" WEST, 207.50 FEET; THENCE NORTH 80° 36' 37" WEST, 251.07 FEET; THENCE NORTH 84° 11' 36" WEST, 234.19 FEET; THENCE NORTH 81° 13' 47" WEST, 577.31 FEET; THENCE NORTH 81° 49' 04" WEST, 445.03 FEET; THENCE SOUTH 02° 23' 26" WEST, 46.19 FEET; THENCE SOUTH 04° 50' 17" WEST, 933.64 FEET, TO THE POINT OF BEGINNING.

ZONE CD-4C LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO TOM J HITCH PARKWAY AND SOUTH OF MAP 99, PARCEL 60.02; THENCE NORTH 73° 02' 22" WEST, 323.84 FEET, ALONG THE SOUTH SIDE OF SAID MAP 99, PARCEL 60.02; THENCE SOUTH 13° 51' 00" WEST, 1,044.46 FEET; THENCE SOUTH 59° 54' 23" EAST, 187.86 FEET; THENCE SOUTH 60° 06' 24" EAST, 144.12 FEET, 1,441.2 FEET, TO THE POINT OF BEGINNING.

ZONE CD-3 LEGAL DESCRIPTION

COMMENCE AT THE POINT OF BEGINNING AT THE PROPERTY CORNER ADJACENT TO MARVIN CATHY BOSTICK GRAVE SITE AND SOUTH OF MAP 99, PARCEL 59.01; THENCE SOUTH 06° 14' 04" WEST, 748.90 FEET, ALONG THE EAST SIDE OF SAID MARVIN CATHY BOSTICK GRAVE SITE; THENCE SOUTH 05° 29' 40" WEST, 395.33 FEET; THENCE SOUTH 45° 57' 48" EAST, 265.98 FEET; THENCE SOUTH 49° 37' 44" EAST, 205.20 FEET; THENCE SOUTH 53° 30' 19" EAST, 191.96 FEET; THENCE SOUTH 52° 53' 25" EAST, 197.11 FEET; THENCE SOUTH 52° 42' 32" EAST, 198.17 FEET; THENCE SOUTH 56° 30' 57" EAST, 196.46 FEET; THENCE SOUTH 59° 58' 57" EAST, 320.22 FEET; THENCE SOUTH 59° 59' 35" EAST, 561.06 FEET; THENCE SOUTH 59° 54' 23" EAST, 265.94 FEET; THENCE NORTH 13° 51' 00" EAST, 1,044.46 FEET; THENCE NORTH 16° 22' 21" EAST, 929.85 FEET; THENCE NORTH 73° 42' 16" WEST, 366.91 FEET; THENCE NORTH 36° 20' 13" WEST, 323.30 FEET; THENCE NORTH 36° 21' 04" WEST, 374.60 FEET; THENCE NORTH 85° 58' 53" WEST, 1,080.50 FEET; THENCE SOUTH 10° 53' 39" WEST, 43.04 FEET; THENCE SOUTH 00° 00' 22" EAST, 164.45 FEET; THENCE NORTH 84° 19' 51" WEST, 517.54 FEET, TO THE POINT OF BEGINNING.

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. 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 July 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** requested a graphic that indicates all proposed land being rezoned that matched legal description. The applicant responded with a survey verification.
- **Columbia Wastewater** noted that there are no sanitary sewer pressure systems designed on this site.

COMMENTARY FROM PLANNING STAFF

- **The proposed CD-3/CD-4/CD-4C Zoning provides a correction to the Official Zoning Map.** The property was rezoned under a previous Zoning Ordinance 1507 as approved by City Council of August 17th, 2006. This rezoning request was for 97.78- and 29.30-acre tract portions to be rezoned from GCS (General Commercial Services (CD-4C), I-R (Industrial-Restrictive (SD-LI) and R-6 (Medium Density Residential (CD-3) to be zoned R-6 (Medium Density Residential (CD-3)) and RM-1 (High Density Residential (CD-4)).



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. 4560 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING STANDARDS FOR PARKING WITHIN ARTICLE 4 - CITYWIDE.

RECOMMENDATION: Approve Ordinance No. 4560 on first consideration.

INFORMATION: This amendment stems for the direction of Planning Commission's request to review parking standards. The Planning Commission reviewed this proposal at their August 13, 2025 meeting and recommended approval with a vote of seven to zero.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4560 PH Staff Report; Ordinance 4560; Exhibit A; DS Staff Report.

**AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE
ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING
STANDARDS FOR PARKING WITHIN ARTICLE 4**

WHEREAS, Section §13-7-201 of the Tennessee Code Annotated empowers the city to enact a zoning ordinance and to provide for its administration, enforcement, and amendment; and

WHEREAS, the City Council deems it necessary for the purpose of promoting the health, safety, morals and general welfare of the city to enact such an ordinance; and

WHEREAS, the City Council, pursuant to the provisions of Section §13-4-101 of the Tennessee Code Annotated has appointed a Planning Commission to recommend the appropriate regulations to be enforced therein; and

WHEREAS, on the 13th day of August 2025, the Planning Commission reviewed and recommended specific changes in accordance with Section 8.5.18, to the Zoning Ordinance regarding Parking within Article 4; and

WHEREAS, said recommendations are being considered after a public hearing held on the 11th day of September, 2025, notice of which was published in *Main Street Maury* twenty-one (21) days or more prior to said meeting; and

WHEREAS, the attached Exhibit "A", which is attached hereto and incorporated herein by reference, replaces Zoning Ordinance 4400 Article 4.3.12.B, as recommended by the Planning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That Ordinance number 4400 Article 4.3.12.B, the same being the Zoning Ordinance of the City of Columbia, Tennessee is hereby repealed and replaced with Exhibit "A", which is attached hereto and incorporated herein by reference in its entirety.

Section 2: That pursuant to Section 8.5.18.J.4, The City Council makes the following specific findings:

- a. The proposed Zoning Ordinance Amendment is consistent, and the remainder of this Ordinance includes, specifically, purpose and intent statements;
- b. The proposed Zoning Ordinance Amendment does not represent a new idea not considered in this Ordinance, but does represent a revision necessitated by changing circumstances over time;
- c. The proposed Zoning Ordinance Amendment does not correct an error in this Ordinance; and
- d. The proposed Zoning Ordinance Amendment is not a revision of this Ordinance for the purpose of complying with state or federal statutes or case law.

Section 3: That ordinances or parts of ordinances in conflict herewith are hereby repealed

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
COLUMBIA, TENNESSEE, this the 9th day of October, 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: _____

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

4.3.12 PARKING

B. Parking Required

Vehicular Parking shall be provided in accordance with this Section 4.3.12.B and **Table 4.3.12.B (Vehicular Parking Requirements)**, shall comply with and be located and in accordance with **Tables 4.3.1-A–4.3.1-M (District Standards)** and shall be designed in accordance with Section 4.3.12.C and **Table 4.3.12.C (Off-Street Vehicular Parking Space Dimensions)**.

1. Vehicular Parking required for each Lot or Building Site shall be determined based on the quantity of Principal Use(s) of the Lot or Building Site and the number of spaces available to the Lot or Building Site, as determined by Section 4.3.12.B, Section 4.3.12.4, and **Table 4.3.12.B-1 (Vehicular Parking Requirements)**.
2. The number of spaces of Parking available to a Lot or Building Site is the sum of:
 - a. All spaces within the Lot or Building Site;
 - b. All spaces Adjacent to the Frontage Line on the same side of the Thoroughfare or Internal Drive as the Lot or Building Site, and
 - c. If elected by the Applicant, all spaces within the same or an Adjacent Block within a public Parking Lot or Parking Structure or by Parking agreement or Easement.
3. Any fractional spaces shall be rounded up to the nearest whole number.
4. Exemptions
 - a. Within CD-5, the Columbia Arts District Overlay, and the Columbia West End Historic District, existing buildings and uses shall comply with the following:
 - ii. When a non-residential use is changed to another non-residential use, additional parking spaces are not required;
 - iii. A one-time building expansion of ten percent (10%) or less of the existing floor area, up to a maximum expansion of 1,000 square feet, shall not require additional parking spaces, provided that the number of existing parking spaces on the Lot or Building Site shall not be reduced to accommodate the expansion;
 - iv. When a building is demolished and a new building is constructed, or the area of the structure is expanded by more than ten percent (10%), additional parking spaces shall comply with the standards of this section for the entire square footage of the building.
 - v. For new construction, the Zoning Administrator may approve counting all public and on-street spaces within 1,320 feet of the Lot or Building Site; and
 - vi. When a residential use is changed to a non-residential use, the Zoning Administrator may approve counting all public and on-street spaces within 1,320 feet of the Lot or Building Site.

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

5. The number of spaces of Parking available to a Lot or Building Site may not exceed, the number of spaces of Parking determined by **Table 4.3.12.B-1 (Vehicular Parking Requirements)** by more than fifty percent (50%) based on the quantity of Principal Use(s) on the Lot or Building Site, provided that the minimum number of spaces may be reduced pursuant to Section 4.3.12.B.5 and Section 4.3.12.B.6.

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
AGRICULTURAL & EXTRACTIVE USES CATEGORY	
Agricultural	
Any Agricultural Use	Not Regulated
Extractive	
Any Extractive Use	Not Regulated
RESIDENTIAL USES CATEGORY	
Household Living	
Attached Dwellings, except Two Family Dwelling	2 per Dwelling Unit
Accessory Dwelling	1 plus principal use requirement
Residence Portion of a Live/Work, Mixed-Use, or Flex Building	1.5 per Dwelling Unit
Single-Family Detached Dwelling	2 per Dwelling Unit, plus 1 per any rented room
Two Family Dwelling	2 per Dwelling Unit
Group Living	
Group Living Home	2 per Group Living Home + 1 per each Counselor
Other Residential Use Not Listed Under Any Use Category	1.5 per Dwelling Unit
CIVIC USES CATEGORY	
Community Service	

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Auditorium (Civic)	1 per 200 square feet of total Usable Floor Area
Civic Building	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Civic Space- Community Garden, Green, Square, Plaza, Park, Playground, Sports Field	1 per 5,000 square feet of grass land area
Club or Lodge (Civic)	1 per 1,000 square feet of total Usable Floor Area
Conference/ Convention/ Exhibition Center	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Courthouse	1 per employee plus 1 per every 3 seats of seating available to the public in the courtrooms
Food Distribution Center (Civic)	1 per 1,000 square feet of total Useable Floor Area
Gallery/ Museum	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Library	1 per 100 square feet of seating area
Parking Lot/ Parking Structure (Civic)	Not Regulated
Performing Arts Venue	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Place of Assembly	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Post Office	1 per 500 square feet of Usable Floor Area
Recreation Facility (Civic)	1 per 200 square feet of activity Usable Floor Area + 1 per 200 square feet of gross swimming water surface area + 2 spaces per tennis court + 5 spaces per basketball court + 15 spaced per athletic field

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Sports Venue	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Transit Shelter	Not Regulated
Transit Station or Terminal	Transit vehicle storage space + 1 per 50 feet of waiting area + 1 per 2 employees
Day Care Facilities (Civic)	
All Day Care Facilities (Civic)	1 per employee + 1 per 10 clients accommodated
CIVIC USES CATEGORY CONTINUED	
Government Facilities	
Correctional Facilities	1 per employee and 1 per 20 inmates
Other Government Facility Use not listed under any Use Category	1 per employee + 1 per 500 square feet of public Usable Floor Area
Open space	
Any Open Space, excluding Civic Space	Not Regulated
Religious Facilities	
Any Place of Worship or other Religious Facility	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Other Civic Uses	
Other Civic Use not listed under any Use Category	Not Regulated
CIVIL SUPPORT USES CATEGORY	
Cemetery/ Funeral Services	1 per full time employee + 1 per 40 square feet of public Usable Floor Area
Fire/ EMS Station or Police Station	Not Regulated
EDUCATIONAL USES CATEGORY	

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Adult Education/ Personal Improvement/ Business, Trade & Vocational Schools	
Adult Continuing Education	1 per Teacher or other staff + .50 per Student seat
Business, Trade, or Vocational School other than truck driving	1 per Teacher or other staff + .50 per Student seat
Personal Improvement Education	0.50 per Student seat + 1 per Teacher or other staff
Truck Driving School	1 per Teacher or other staff + 1 per Student
Pre-school/ Primary/ Intermediate/ Secondary Schools	
Pre-school	1 per Teacher or other staff + 1 per 20 Students
Kindergarten	1 per Teacher or other staff + 1 per 20 Students
Elementary School	1 per Teacher or other staff + 1 per 20 Students
Middle School	1 per Teacher or other staff + 1 per 20 Students
High School	1 per Teacher or other staff + 0.50 per Student seat
Post-Secondary School	
College or University	1 per Teacher or other staff + 1 per Student
Community College	1 per Teacher or other staff + 1 per Student
Graduate or Professional School	1 per Teacher or other staff + 1 per Student
Nursing Por Medical School not accessory to a Hospital	1 per Teacher or other staff + 1 per Student
Seminary	1 per Teacher or other staff + 1 per Student
Other Educational Use	
Other Educational Use Not Listed in Any Other Category	1 per Teacher, Instructor, Care Giver or other staff + 1 per 20 Students or Children
INSTITUTIONAL USE CATEGORY	
Health Care	

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Clinic	2 per patient rooms
Hospice, other than at-home care	.50 per bed
Hospital	.50 per bed
Rehabilitation Facility or Facility for Observation	.50 per bed
Long Term Care	
Long Term Care Facility or Continuum of Care Facility	1 per 3 beds
Other Institutional Use	
Other Institutional Uses Not Listed in any Use Category	1 per patient or Client room
COMMERCIAL USES CATEGORY	
Accommodations / Lodging	
Bed & Breakfast or Inn	1 per Dwelling Unit + 1 per guest bedroom + 1 per each 2 employees on the premises at one time
Boarding or Rooming House	1 per guest bedroom + 1 per each 2 employees on the premises at one time
Hotel, Extended Stay Hotel, or Motel	1 per guest bedroom + 1 per each 2 employees on the premises at one time
Other Accommodation/ Lodging/ Use Not Listed Under any Use Category	Not Regulated
Day Care/ Personal & Group Care (non-Civic)	
Adult Day Care (non-Civic)	1 per staff member + 1 per 3 seats or 1 per 200 square feet of activity Usable Floor Area, whichever is greater
Child Care Facility (non-Civic), excluding Child Care in Home	1 per staff member + .50 per child

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Children's Day Camp	1 per staff member + .50 per child
Group Day Care or Facility or Family Day Care	1 per staff member + .50 per client
Other Day Care/ Personal & Group Care (non-Civic)	
Other Day Care/ Personal & Group Care (non-Civic)	Not Regulated
Indoor Recreation- Commercial	
Bowling Alley	1 per 500 square feet of total Usable Floor Area
Commercial Indoor Athletic Training Facility	1 per 1,00 square feet of total Usable Floor Area
Game Arcade	1 per 100 square feet of total Usable Floor Area
Gymnastics Facility	1 per 1,000 square feet of total Usable Floor Area
Indoor Firing Range	1 per 500 square feet of total Usable Floor Area
Indoor Sports Academy	1 per 1,000 square feet of total Usable Floor Area
Movie or other Theater (non-Civic)	1 per theater, bar, or dining seat or 1 per 100 square feet of total Usable Floor Area, whichever is greater
Pool Hall	1 per 300 square feet of total Usable Floor Area
Recreation Facility	1 per 200 square feet of activity Usable Floor Area + 1 per 200 square feet of gross swimming water surface area + 2 spaces per tennis court + 5 spaces per basketball court + 15 spaced per athletic field
Skating Rink	1 per 300 square feet of total Usable Floor Area
Social (or Civic) Club, Lodge, or Organization	1 per 200 square feet of gathering or activity Usable Floor Area
Other Indoor Recreation- Commercial Use Not Listed Under any Use Category	1 per 500 square feet of total Usable Floor Area
Group Assembly (non-Civic)	
Any Group Assembly (non-Civic)	1 per 4 seats

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Outdoor Recreation - Commercial	
Amphitheater	1 per 2 seats + 1 per 20 square feet of standing area
BMX Bicycle Park	1 per biker accommodated or 1 per 5,000 square feet, whichever is greater
Campground	1 per campsite
Drive-In Theater	1 per vehicle accommodation
Firing Range, such as a Rifle Range, Archery Range, Handgun Range, or Skeet Shooting	1 per customer firing squad
Golf Course, Swim club, Tennis Club, Country Club	Per Planning Commission Approval
Marina/ Boating Facility	1 per Boat Slip
Recreational Vehicle (RV) Park	1 per motorized RV space + 1 per non-motorized vehicle space
Paintball Park	Per Planning Commission Approval
Outdoor Entertainment Activity, such as Batting Cage, Golf Driving Range, Amusement Park, Miniature Golf Facility	Per Planning Commission Approval
COMMERCIAL USES CONTINUED	
Skateboard Park	Per Planning Commission Approval
Sports Field	Per Planning Commission Approval
Stadium / Arena	Per Planning Commission Approval
Summer Camp (overnight)	Per Planning Commission Approval
Swimming Pool	Per Planning Commission Approval
Tennis Club	Per Planning Commission Approval
Water Park	Per Planning Commission Approval

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Other Outdoor Recreational Use – Commercial not listed under any other Use Category	Per Planning Commission Approval
Parking – Commercial	
Parking Lot	Not Regulated
Parking Structure	Not Regulated
Restaurant	
Restaurant without Drive-Through Facility or Drive-In Facility	1 per 100 square feet of total Usable Floor Area
Restaurant with Drive-Through Facility or Drive-In Facility	1 per 100 square feet of total Usable Floor Area
Small-scale without Drive-Through Facility	1 per 300 square feet of total Usable Floor Area
Bars, Taverns, or Nightclub	
Bar, Tavern, or Nightclub	1 per 100 square feet of total Usable Floor Area
Retail/ Personal Service/ Repair/ Art/ Artisan	
Alcoholic Beverage Retail Sales	1 per 300 square feet of total Usable Floor Area
Artisan Establishment, with or without Retail Sales	1 per 500 square feet of total Usable Floor Area
Arts-Related Uses	1 per 500 square feet of total Usable Floor Area
Mail-Order or On-Line Retail Sales	1 per 1,000 square feet of total Usable Floor Area
Motor Vehicle Sales, Rental, leasing, or Motor Vehicle Maintenance/ Cleaning/ Repair/ Service	1 per 500 square feet of total Usable Floor Area
Convenience Sales and Service with Fuel Sales	Vehicle fueling and stacking area +1 per 300 square feet of usable floor space
Retail Membership Club	1 per 500 square feet of total Usable Floor Area
Retail Food Sales, with or without on-premises preparation or processing	1 per 200 square feet of total Usable Floor Area
Recreation Facility (non-Civic)	1 per 1,000 square feet of total Usable Floor Area

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Veterinarian Clinic, Animal Hospital, or non-Agricultural Kennel	1 per treatment, procedure, or surgical room + 100 square feet of total Usable Floor Area
Warehouse Retail	1 per 1,000 square feet of total Usable Floor Area
Other Retail Sales, Rental, or Leasing uses not listed above	1 per 500 square feet of total Usable Floor Area
Self Service Storage	
Self Service Storage	1 per 2,000 square feet of storage space
Boat-Related Uses	
All Boat-Related uses other than Marina/ Boating Facility	1 per 200 square feet of administrative space + 1 per Boat storage spaces + 2 per Boat ramp + 1 per Boat available for rental + 1 per employee work station + 2 per work day
Motor Vehicle-Related Uses	
All motor vehicle-related uses, other than Gasoline or motor vehicle sales, rental or leasing, motor vehicle maintenance/ cleaning/ repair/ service par sales and tire sales	1 per 500 square feet for Usable Floor Area + .25 per vehicle available for rental + 1 per employee work station + vehicle storage space + 1 per work bay
Tire Sales	2 per work station or service bay + 1 per 200 square feet of customer waiting area
Towing Service	1 per 500 square feet of Usable Floor Space + spaces for towed vehicles
Manufactured Home Sales	
Manufactured home Sales	1 per 500 square feet of Usable Floor Area + 1 per employee work station + inventory space + 1 work bay
Wholesale Sales	
All Wholesales not listed under any other category	1 per 1,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
OFFICE USES CATEGORY	
All Office Uses not listed under any other Category	1 per 200 square feet of total Usable Floor Area
INDUSTRIAL USES CATEGORY	
Heavy Industrial	
All heavy industrial uses	Not regulated
Light Industrial	
Brewery, excluding Brewpubs	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Bottling Plants	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Building Systems / Construction Business	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Carpet Cleaning Plants or Manufacturing	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Catering Service or Catering Event Establishment	1 per 400 square feet of food preparation area + 1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Clothing or Textile Manufacturing	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Commercial or Institutional Bakery	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Contractor Material Sales	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Crematorium	1 per employee on the premise at one time, but no fewer than 2 spaces
Dairy Plant	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Distillery	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Distribution Facility	1 per 10,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Dry Cleaning Plant	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Equipment Rental	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Fabrication, work or storage on-site by building, heating, plumbing, electrical, or general contractors and others who perform services off-site	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Food Processing for Wholesale Sales	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Horticulture & Landscaping Services	.50 space per employee on premises at one time, but no fewer than 2 spaces
INDUSTRIAL USES CONTINUED	

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Ice Plant	1 per 5,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Information Services	.50 space per employee on premises at one time, but no fewer than 2 spaces
Janitorial & Building Maintenance Services	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Laundry Plant	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Light Manufacturing Plant with or without Retail Sales	1 space per 2,000 square feet of Usable Floor Area, with a minimum of 1 space per 2 employees on premises at one time, but no fewer than 2 spaces
Machine Shop/ Woodworking Shop, other than Artisan Establishment	1 space per 1,000 square feet of Usable Floor Area, with a minimum of 1 space per 2 employees on premises at one time, but no fewer than 2 spaces
Maintenance Yard or Facility	
Manufacture or assembly of equipment, instruments, appliances, precision items or electrical items, or toys	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Non-Hazardous Waste Treatment or Disposal	1 per 5,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Outdoor Storage	Not Regulated
Photo-Finishing or Photography Lab	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Printing, Publishing, and Lithography	1 space per 1,000 square feet of Usable Floor Area, with a minimum of 1 space per 2 employees

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
	on premises at one time, but no fewer than 2 spaces
Production of Artwork	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Rail Equipment Storage or Repair	1 per employee + 2 per acre
Recycling Collection	1 per collection container
Recycling Processing Facility	1 per 5,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Repair of scientific or professional instruments or electric motors	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Research Lab / Research Development	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Scrap or Salvage Yard	1 per employee + 2 per acre
Sheet Metal Shop	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Solid Waste Facility	Not Regulated
Towing Facility	Not Regulated
Welding, machine, tool repair shop	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Wholesale Sales	1 per 2,000 square feet of Usable Floor Area, with a minimum of 1 per employee on premises at one time, but no fewer than 2 spaces

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Winery	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
INDUSTRIAL USES CONTINUED	
Woodworking, including cabinet makers and furniture manufacturing, but excluding Artisan Establishment	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Other Light Industrial Uses not listed in any other Use Category	1 per 2,000 square feet of Usable Floor Area, with a minimum of 1 per employee on premises at one time, but no fewer than 2 spaces
Warehouse & Freight Movement	
All Warehouse/ Warehousing & Freight Movement	1 per 10,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Waste-Handling	
All Waste-Handling Services	Not Regulated
UTILITIES USES CATEGORY	
All Utility Uses	Not Regulated
OTHER USES CATEGORY	
Adult Entertainment	1 per 2,000 square feet of Usable Floor Area but no fewer than 2 spaces

6. For purposes of this Section 4.3.12.B-2, the number of Parking spaces available to a Lot or Building Site may be reduced, at the election of the Applicant, by dividing the number of spaces of Parking required to be available to the Lot or Building Site by the applicable Shared Parking Factor. The Zoning Administrator may assign an appropriate factor to uses not listed.

7. The applicable Shared Parking Factor is determined under **Table 4.3.12-B (Shared Parking Factor)** for any two Principal Uses within the Lot or Building Site or within the Lot or Building Site and any other Lot or Building Site within the same or any Adjacent Block.

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-2 (SHARED PARKING FACTOR)

USE		with		USE	
Residential/ Dwelling	Lodging	Office	Retail/Personal Service/Artisan	Residential/ Dwelling	Lodging
Residential/ Dwelling	Lodging	Office	Retail/Personal Service/Artisan	Residential/ Dwelling	Lodging
Residential/ Dwelling	Lodging	Office	Retail/Personal Service/Artisan	Residential/ Dwelling	Lodging
Residential/ Dwelling	Lodging	Office	Retail/Personal Service/Artisan	Residential/ Dwelling	Lodging

8. In determining compliance with this Section 4.3.12.B, the following shall not be counted:
 - a. Accessory Dwelling Units; and
 - b. Liner Buildings fewer than 30 feet deep and no more than two Stories.
9. Up to 10% of the total number of Parking spaces in Parking Areas, Parking Lots, and Parking Structures that provide Parking for fifty (50) or more cars may be provided as Parking for compact cars, designed in compliance with Section 4.3.12.C.
10. Parking spaces to accommodate the needs of handicapped individuals shall be provided in accordance with the following **Table 4.3.12.B-3 (Off-Street Handicapped-Accessible Parking)**, designed in compliance with Section 4.3.12.C.
11. One out of every eight required handicapped accessible spaces shall be van-accessible. A minimum of one van-accessible space shall be provided.
12. Any Plan submitted under this Ordinance must show the proposed types, numbers, and arrangement of Parking accommodations, including access to such areas from the Thoroughfares and Internal Drives, with spaces complying with all requirements of this Section 4.3.12.B.



Zoning Text Amendment 4.3.12 (Parking)

Project #:	25-0288	Location:	N/A
Applicant:	Development Services	Case Type(s):	Text Amendment 4.3.12
Staff Planner:	Paul Keltner, AICP	Proposed Use:	N/A

SUMMARY

The applicant, the Development Services staff, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is a request initiated by the Planning Commission concerning parking ratios and required parking as outlined in Article 4.3.12 (Parking) within Zoning Ordinance 4400. The proposed amendments are detailed in the attached track changes documents.

- The Planning Commission is a **recommending body** for zoning text amendments. The City Council is the **decision-making authority**.
- The staff comments section details the proposed changes which are provided in the agenda packet in ~~strikethrough~~ and underlines.
- The specific uses and/or language impacted by this amendment include fractional rounding, max percentage of parking, attached dwellings plus accessory dwelling unit parking ratios, and new parking use type for Convenience Sales and Service with Fuel sales
- The Planning Commission may recommend adoption of the proposed text, modify the proposal, or decline the request.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.



CONSISTENCY WITH CONNECT COLUMBIA

Reviewing and updating the Zoning Ordinance and other regulating documents is part of the implementation of Connect Columbia, the City's comprehensive plan.

REVIEW PROCESS

Section **8.5.18** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the text of the Ordinance. The Planning Commission is the recommending body for text amendments under **§ 8.3.3.B.2** of the Zoning Ordinance.

Section **8.5.18.C** of the Zoning Ordinance requires that Planning Commission determine that the proposed changes are consistent with the comprehensive plan.

8.5.18.G of the Zoning Ordinance establishes the review criteria for approval of all changes to the text of the Ordinance:

- a. The extent to which the proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements;*
- b. The extent to which the proposed Zoning Ordinance Amendment represents a new idea not considered in this Ordinance, or represents a revision necessitated by changing circumstances over time;*
- c. Whether or not the proposed Zoning Ordinance Amendment corrects an error in this Ordinance; and*
- d. Whether or not the proposed Zoning Ordinance Amendment revises this Ordinance to comply with state or federal statutes or case law.*

The criteria for City Council action on a Zoning Ordinance Amendment at **§ 8.5.18.J.4** are identical to the criteria for Planning Commission review at **8.5.18.G.3**.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The City Council adopted the current ordinance on July 14, 2022. The Zoning Ordinance has had textual amendments over the last year, further customizing Columbia's vision for development. Based on the concerns stated by the Planning Commission, staff have listed recommendations to help alleviate these items relating to parking. The Planning Commission may recommend approval of the proposed text amendments, direct staff to prepare an alternative text amendment, or decline to act on the proposed changes.



SAMPLE MOTIONS

Approve:

Move to find, based on the analysis provided by city staff, that the criteria listed in section **8.5.18** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed text amendments **[may be subject to modifications proposed by the Planning Commission]**.

Deny:

Move to recommend denial of the requested text amendment having found, based on the analysis provided by city staff, that the criteria listed in section **8.5.18** of the City of Columbia Zoning Ordinance are not satisfied *[list specific reasons for denial and provide direction to staff]*.

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 direct staff to provide: *[list additional information]* for review at a future meeting.

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

- b. All spaces Adjacent to the Frontage Line on the same side of the Thoroughfare or Internal Drive as the Lot or Building Site, and
- c. If elected by the Applicant, all spaces within the same or an Adjacent Block within a public Parking Lot or Parking Structure or by Parking agreement or Easement.
3. Any fractional spaces shall be rounded ~~down~~ up to the nearest whole number.
4. Exemptions
 - a. Within CD-5, the Columbia Arts District Overlay, and the Columbia West End Historic District, existing buildings and uses shall comply with the following:
 - ii. When a non-residential use is changed to another non-residential use, additional parking spaces are not required;
 - iii. A one-time building expansion of ten percent (10%) or less of the existing floor area, up to a maximum expansion of 1,000 square feet, shall not require additional parking spaces, provided that the number of existing parking spaces on the Lot or Building Site shall not be reduced to accommodate the expansion;
 - iv. When a building is demolished and a new building is constructed, or the area of the structure is expanded by more than ten percent (10%), additional parking spaces shall comply with the standards of this section for the entire square footage of the building.
 - v. For new construction, the Zoning Administrator may approve counting all public and on-street spaces within 1,320 feet of the Lot or Building Site; and
 - vi. When a residential use is changed to a non-residential use, the Zoning Administrator may approve counting all public and on-street spaces within 1,320 feet of the Lot or Building Site.
5. The number of spaces of Parking available to a Lot or Building Site may not exceed, the number of spaces of Parking determined by **Table 4.3.12.B-1 (Vehicular Parking Requirements)** by more than fifty percent (~~53~~0%) based on the quantity of Principal Use(s) on the Lot or Building Site, provided that the minimum number of spaces may be reduced pursuant to Section 4.3.12.B.5 and Section 4.3.12.B.6.

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
AGRICULTURAL & EXTRACTIVE USES CATEGORY	
<u>Agricultural</u>	
Any Agricultural Use	Not Regulated
<u>Extractive</u>	
Any Extractive Use	Not Regulated
RESIDENTIAL USES CATEGORY	
<u>Household Living</u>	

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
RESIDENTIAL USES CATEGORY	
Household Living	
Attached Dwellings, except Two Family Dwelling	2 per Dwelling Unit in PUD-R & PUD-MU; 1.5 per Dwelling Unit in other Districts
<u>Accessory Dwelling</u>	<u>1 plus principal use requirement</u>
Residence Portion of a Live/Work, Mixed-Use, or Flex Building	1.5 per Dwelling Unit
Single-Family Detached Dwelling	2 per Dwelling Unit, plus 1 per any rented room
Two Family Dwelling	2 per Dwelling Unit
Group Living	
Group Living Home	2 per Group Living Home + 1 per each Counselor
Other Residential Use Not Listed Under Any Use Category	1.5 per Dwelling Unit
CIVIC USES CATEGORY	
Community Service	
Auditorium (Civic)	1 per 200 square feet of total Usable Floor Area
Civic Building	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Civic Space- Community Garden, Green, Square, Plaza, Park, Playground, Sports Field	1 per 5,000 square feet of grass land area
Club or Lodge (Civic)	1 per 1,000 square feet of total Usable Floor Area
Conference/ Convention/ Exhibition Center	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Courthouse	1 per employee plus 1 per every 3 seats of seating available to the public in the courtrooms

ARTICLE 4: BUILDING LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Bars, Taverns, or Nightclub	
Bar, Tavern, or Nightclub	1 per 100 square feet of total Usable Floor Area
Retail/ Personal Service/ Repair/ Art/ Artisan	
Alcoholic Beverage Retail Sales	1 per 300 square feet of total Usable Floor Area
Artisan Establishment, with or without Retail Sales	1 per 500 square feet of total Usable Floor Area
Arts-Related Uses	1 per 500 square feet of total Usable Floor Area
Mail-Order or On-Line Retail Sales	1 per 1,000 square feet of total Usable Floor Area
Motor Vehicle Sales, Rental, leasing, or Motor Vehicle Maintenance/ Cleaning/ Repair/ Service	1 per 500 square feet of total Usable Floor Area
<u>Convenience Sales and Service with Fuel Sales</u>	<u>Vehicle fueling and stacking area +1 per 300 square feet of usable floor space</u>
Retail Membership Club	1 per 500 square feet of total Usable Floor Area
Retail Food Sales, with or without on-premises preparation or processing	1 per 200 square feet of total Usable Floor Area
Recreation Facility (non-Civic)	1 per 1,000 square feet of total Usable Floor Area
Veterinarian Clinic, Animal Hospital, or non-Agricultural Kennel	1 per treatment, procedure, or surgical room + 100 square feet of total Usable Floor Area
Warehouse Retail	1 per 1,000 square feet of total Usable Floor Area
Other Retail Sales, Rental, or Leasing uses not listed above	1 per 500 square feet of total Usable Floor Area
Self Service Storage	
Self Service Storage	1 per 2,000 square feet of storage space
Boat-Related Uses	
All Boat-Related uses other than Marina/ Boating Facility	1 per 200 square feet of administrative space + 1 per Boat storage spaces + 2 per Boat ramp + 1 per Boat available for rental + 1 per employee work station + 2 per work day



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad Jablonski, Finance Director, tjablonski@columbiatn.gov, 931.560.1580

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4561 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544 PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS AND ESTABLISH THE DATE OF OCTOBER 9, 2025 AS THE DATE OF PUBLIC HEARING – FINANCE.

RECOMMENDATION: Approve Ordinance No. 4561 on first consideration and establish the date of October 9, 2025 as the date of public hearing.

INFORMATION: The proposed ordinance is the first amendment to the FY 2026 Appropriation Ordinance, impacting the Street Aid, Capital Projects, Grants and Wastewater Funds and several departments within the General Fund.

Within this budget amendment, the following items are included:

- Reappropriation of funds totaling \$87,535,085 across General, State Street Aid, Capital Projects, Grants and Wastewater Funds,
- Reappropriate and carry forward street paving funds from FY 2025 totaling \$3,000,000, a 50/50 split in General and State Street Aid,
- Rebudget/transfer \$25,000 from General to Grants Fund,
- Budget funds remaining from FY 2024 for Tourism Enhancement Reserves totaling \$542,024,
- Budget funds to match and transfer to Grants (Healthy Built Environment Grant) totaling \$25,000,
- Budget funds remaining from FY 2024 for Firefighters Park Reserves totaling \$27,694,
- Budget transfer from General Fund in Cap Projects totaling \$2,813,008,
- Budget \$160,634 for Equitable Sharing "Justice" proceeds, \$19,261 for Equitable Sharing "Treasury" proceeds, \$51,901 for sales of seized weapons, and \$ 98,165 for Sexual Offender Registry fees in Police,
- Budget \$5,460 for Training Reserves funds, \$10,430 for FY 2025 OEM Reserves funds and \$10,621 for replacing extraction equipment with insurance proceeds in Fire,
- Grants Fund includes \$32,308 for 2023 JAG, \$18,942 for 2024 JAG, \$50,000 for Healthy Built Environment Grant, and \$550,000 for CDBG imminent threat grant for new warning sirens.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2026 by \$92,127,088 to \$181,080,494.

ATTACHMENTS: Staff Report, Ordinance No. 4561, Supporting Docs, Budget Summary.

AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE
NO. 4544 PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID,
CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4544, the same being the Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2025 through June 30, 2026, be amended. That the total budget appropriation for the fiscal year be increased from \$88,953,406 to \$181,080,494, an increase of \$92,127,088.

Section 2: That the budget appropriations shall be revised as follows:
General Government total of \$13,365,908 be amended to \$15,716,553, an increase of \$2,350,645.

Police total of \$11,719,625 be amended to \$12,071,475, an increase of \$351,850.

Fire total of \$10,066,928 be amended to \$10,093,440, an increase of \$26,512.

Development Services total of \$2,848,381 be amended to \$2,881,721, an increase of \$33,340.

Parks total of \$5,117,646 be amended to \$5,158,260, an increase of \$40,614.

State Street Aid total of \$3,146,823 be amended to \$4,659,646, an increase of \$1,512,823.

Capital Projects total of \$9,013,615 be amended to \$12,234,315, an increase of \$3,220,700.

Grants total of \$416,029 be amended to \$1,371,427, an increase of \$955,398.

Wastewater total of \$18,020,242 be amended to \$101,655,448, an increase of \$83,635,206.

ALL OTHER APPROPRIATIONS REMAIN THE SAME.

Section 3: This ordinance is enacted pursuant to and in compliance and conformity with Article 9, Section 9 of the Charter of the City of Columbia, with Notice of Public Hearing published on the 24th day of September, 2025, and it shall be executed and construed consistent with said charter and laws of the State of Tennessee.

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

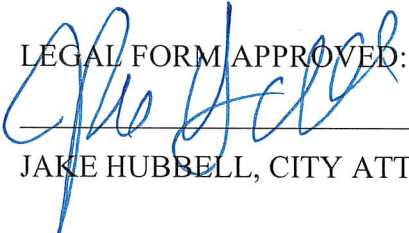
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE ____ DAY OF OCTOBER, 2025.

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: _____

Summary of Appropriation Amendment #1
1st Consideration - September 11th (9/11/25)

General City Admin

Rebudget funds for order/services not received as of 6/30/25	255,927.30
Reappropriate and carry forward street paving funds from FY 2025	1,500,000.00
Budget transfer to Grants Fund	25,000.00
Budget funds remaining from FY 2025 for Tourism Enhancement Reserves	542,023.94
Budget funds remaining from FY 2025 for Firefighters Park Reserves	27,694.00
Total General City Admin	\$ 2,350,645.24

Police

Rebudget funds for order/services not received as of 6/30/25	21,888.00
Budget funds for Equitable Sharing "Justice" proceeds	160,634.86
Budget funds for Equitable Sharing "Treasury" proceeds	19,261.00
Budget funds received from sales of seized weapons	51,901.17
Budget funds for Sexual Offender Registry fees	98,165.06
Total Police	\$ 351,850.09

Fire

Budget FY 2025 Training Reserves funds	5,460.59
Budget FY 2025 OEM Reserves funds	10,430.00
Budget for insurance proceeds for new extraction equipment	10,621.00
Total Fire	\$ 26,511.59

Development Services

Rebudget funds for order/services not received as of 6/30/25	33,340.21
Total Development Services	\$ 33,340.21

Parks

Rebudget funds for order/services not received as of 6/30/25	40,613.90
Total Parks	\$ 40,613.90

TOTAL GENERAL FUND \$ 2,802,961.03

State Street Aid

Rebudget funds for order/services not received as of 6/30/25	12,823.00
Reappropriate and carry forward street paving funds from FY 2025	1,500,000.00
Total State Street Aid	\$ 1,512,823.00

Capital Projects

Rebudget funds for order/services not received as of 6/30/25	3,220,700.05
Total Capital Projects	\$ 3,220,700.05

Grants

Budget FY2023 JAG	32,308.00
Budget FY2024 JAG	18,942.00
Budget Healthy Built Environments Grant	50,000.00
Budget CDBG - Imminent threat - sirens grant	550,000.00
Reappropriate and carry forward Iron Bridge Road engineering from FY 2025	304,148.00
Rebudget funds for order/services not received as of 6/30/25	314,586.75
Total Grants	\$ 1,269,984.75

Wastewater (Sewer) Fund

Rebudget funds for order/services not received as of 6/30/25	83,635,205.86
Total Wastewater (Sewer) Fund	\$ 83,635,205.86

Total Increase - All Funds (First Consideration)	\$ 92,441,674.69
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CITY OF COLUMBIA
FY 2026 APPROPRIATION AMENDMENT #1
First Consideration 9/11/25

1) Rebudget General Fund Outstanding Purchase Order @ 6/30/25

Materials/Equipment/Services not received by 6/30/25

Increase Revenues

11037110	\$	351,769.41	Prior Year Revenue
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Increase Expenditures

110-41900-OC255-	\$	36,252.75	See Reappropriation List in packet
110-41900-OC255-	\$	94,331.16	See Reappropriation List in packet
110-41900-OC255-	\$	3,395.20	See Reappropriation List in packet
110-41900-OC255-	\$	121,948.19	See Reappropriation List in packet
110-42121-OC324-	\$	21,888.00	See Reappropriation List in packet
110-43710-OC250-	\$	15,200.00	See Reappropriation List in packet
110-43710-OC250-	\$	7,650.00	See Reappropriation List in packet
110-43710-OC272-	\$	10,490.21	See Reappropriation List in packet
110-44415-OC269-	\$	2,700.00	See Reappropriation List in packet
110-44450-OC269-	\$	2,270.00	See Reappropriation List in packet
110-44480-OC269-	\$	23,143.90	See Reappropriation List in packet
110-44480-OC320-	\$	12,500.00	See Reappropriation List in packet
	\$	351,769.41	Total

2) Rebudget State Street Aid Fund Outstanding Purchase Orders @ 6/30/25

Materials/Equipment/Services not received by 6/30/25

Increase Revenues

12137110	\$	12,823.00	Prior Year Revenue
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Increase Expenditures

121-43100-OC290-	\$	12,823.00	See Reappropriation List in packet
	\$	12,823.00	Total

3) Rebudget Capital Projects Fund Outstanding Purchase Orders @ 6/30/25

Materials/Equipment/Services not received by 6/30/25

Increase Revenues

31137110	\$	3,220,700.05	Prior Year Revenue
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Increase Expenditures

311-41850-OC923-	5,200.72	See Reappropriation List in packet
311-41850-OC923-	304,148.00	See Reappropriation List in packet
311-41900-OC912-	298,320.81	See Reappropriation List in packet
311-41900-OC921-	1,780.00	See Reappropriation List in packet

311-41900-OC921-	0.00 See Reappropriation List in packet
311-41900-OC921-	648.50 See Reappropriation List in packet
311-41900-OC921-	10,000.00 See Reappropriation List in packet
311-41900-OC930-	14,686.00 See Reappropriation List in packet
311-42210-OC920-	17,535.50 See Reappropriation List in packet
311-42210-OC920-	9,223.25 See Reappropriation List in packet
311-42210-OC920-	28,950.04 See Reappropriation List in packet
311-42210-OC920-	18,205.55 See Reappropriation List in packet
311-42210-OC920-	15,235.29 See Reappropriation List in packet
311-42210-OC920-	6,978.45 See Reappropriation List in packet
311-42210-OC920-	6,218.55 See Reappropriation List in packet
311-42210-OC920-	10,195.04 See Reappropriation List in packet
311-42210-OC920-	29,964.20 See Reappropriation List in packet
311-42210-OC920-	41,451.69 See Reappropriation List in packet
311-42210-OC920-	954.40 See Reappropriation List in packet
311-42210-OC920-	8,008.51 See Reappropriation List in packet
311-42210-OC920-	22,444.78 See Reappropriation List in packet
311-42210-OC920-	30,895.04 See Reappropriation List in packet
311-42210-OC920-	29,933.94 See Reappropriation List in packet
311-42210-OC920-	2,342.28 See Reappropriation List in packet
311-42210-OC920-	3,847.50 See Reappropriation List in packet
311-42210-OC920-	3,847.50 See Reappropriation List in packet
311-42210-OC920-	1,247.62 See Reappropriation List in packet
311-42210-OC920-	1,731.87 See Reappropriation List in packet
311-42210-OC920-	1,731.87 See Reappropriation List in packet
311-42210-OC920-	725.18 See Reappropriation List in packet
311-42210-OC920-	390.38 See Reappropriation List in packet
311-42210-OC920-	1,282.50 See Reappropriation List in packet
311-42210-OC920-	623.81 See Reappropriation List in packet
311-42210-OC920-	577.29 See Reappropriation List in packet
311-42210-OC920-	362.59 See Reappropriation List in packet
311-42210-OC920-	9,369.12 See Reappropriation List in packet
311-42210-OC920-	7,695.00 See Reappropriation List in packet
311-42210-OC920-	23,085.00 See Reappropriation List in packet
311-42210-OC920-	3,463.74 See Reappropriation List in packet
311-42210-OC920-	10,391.22 See Reappropriation List in packet
311-42210-OC920-	10,320.00 See Reappropriation List in packet
311-42210-OC920-	8,685.74 See Reappropriation List in packet
311-42210-OC920-	181.29 See Reappropriation List in packet
311-42210-OC920-	16,850.50 See Reappropriation List in packet
311-42210-OC920-	3,155.76 See Reappropriation List in packet
311-42210-OC920-	6,695.00 See Reappropriation List in packet
311-42210-OC920-	880.00 See Reappropriation List in packet
311-42210-OC920-	362.22 See Reappropriation List in packet

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311-42210-OC920-	566.78 See Reappropriation List in packet
311-42210-OC920-	370.42 See Reappropriation List in packet
311-42210-OC920-	178.89 See Reappropriation List in packet
311-42210-OC920-	195.64 See Reappropriation List in packet
311-42210-OC920-	204.77 See Reappropriation List in packet
311-42210-OC920-	880.00 See Reappropriation List in packet
311-42210-OC920-	362.22 See Reappropriation List in packet
311-42210-OC920-	376.87 See Reappropriation List in packet
311-42210-OC920-	440.52 See Reappropriation List in packet
311-42210-OC920-	101.76 See Reappropriation List in packet
311-42210-OC920-	1,127.27 See Reappropriation List in packet
311-42210-OC920-	368.50 See Reappropriation List in packet
311-42210-OC920-	394.88 See Reappropriation List in packet
311-42210-OC920-	508.78 See Reappropriation List in packet
311-42210-OC920-	185.09 See Reappropriation List in packet
311-42210-OC920-	77.04 See Reappropriation List in packet
311-42210-OC920-	203.52 See Reappropriation List in packet
311-42210-OC920-	566.78 See Reappropriation List in packet
311-42210-OC920-	370.42 See Reappropriation List in packet
311-42210-OC920-	178.89 See Reappropriation List in packet
311-42210-OC920-	195.64 See Reappropriation List in packet
311-42210-OC920-	204.77 See Reappropriation List in packet
311-42210-OC920-	880.00 See Reappropriation List in packet
311-42210-OC920-	1,109.69 See Reappropriation List in packet
311-42210-OC920-	489.10 See Reappropriation List in packet
311-42210-OC920-	897.80 See Reappropriation List in packet
311-42210-OC920-	77.04 See Reappropriation List in packet
311-42210-OC920-	203.52 See Reappropriation List in packet
311-42210-OC920-	37.69 See Reappropriation List in packet
311-42210-OC920-	566.78 See Reappropriation List in packet
311-42210-OC920-	370.42 See Reappropriation List in packet
311-42210-OC920-	836.66 See Reappropriation List in packet
311-42210-OC920-	38.52 See Reappropriation List in packet
311-42210-OC920-	33.92 See Reappropriation List in packet
311-42210-OC920-	37.69 See Reappropriation List in packet
311-42210-OC920-	283.39 See Reappropriation List in packet
311-42210-OC920-	370.42 See Reappropriation List in packet
311-42210-OC920-	880.00 See Reappropriation List in packet
311-42210-OC920-	115.56 See Reappropriation List in packet
311-42210-OC920-	434.66 See Reappropriation List in packet
311-42210-OC920-	1,224.84 See Reappropriation List in packet
311-42210-OC920-	988.67 See Reappropriation List in packet
311-42210-OC920-	988.67 See Reappropriation List in packet
311-42210-OC920-	669.58 See Reappropriation List in packet

311-42210-OC920-	128.14 See Reappropriation List in packet
311-42210-OC920-	157.87 See Reappropriation List in packet
311-42210-OC920-	189.76 See Reappropriation List in packet
311-42210-OC920-	566.78 See Reappropriation List in packet
311-42210-OC920-	370.42 See Reappropriation List in packet
311-42210-OC920-	1,027.95 See Reappropriation List in packet
311-42210-OC920-	373.34 See Reappropriation List in packet
311-42210-OC920-	684.94 See Reappropriation List in packet
311-42210-OC920-	321.34 See Reappropriation List in packet
311-42210-OC920-	218.84 See Reappropriation List in packet
311-42210-OC920-	159.12 See Reappropriation List in packet
311-42210-OC920-	880.00 See Reappropriation List in packet
311-42210-OC920-	931.72 See Reappropriation List in packet
311-42210-OC920-	435.08 See Reappropriation List in packet
311-42210-OC920-	897.80 See Reappropriation List in packet
311-42210-OC920-	77.04 See Reappropriation List in packet
311-42210-OC920-	101.76 See Reappropriation List in packet
311-42210-OC920-	37.69 See Reappropriation List in packet
311-42210-OC920-	566.78 See Reappropriation List in packet
311-42210-OC920-	370.42 See Reappropriation List in packet
311-42210-OC920-	1,171.14 See Reappropriation List in packet
311-42210-OC920-	3,847.50 See Reappropriation List in packet
311-42210-OC920-	623.81 See Reappropriation List in packet
311-42210-OC920-	1,731.87 See Reappropriation List in packet
311-42210-OC920-	362.59 See Reappropriation List in packet
311-42210-OC920-	880.00 See Reappropriation List in packet
311-42210-OC920-	836.66 See Reappropriation List in packet
311-42210-OC920-	38.52 See Reappropriation List in packet
311-42210-OC920-	33.92 See Reappropriation List in packet
311-42210-OC920-	37.69 See Reappropriation List in packet
311-42210-OC920-	283.39 See Reappropriation List in packet
311-42210-OC920-	370.42 See Reappropriation List in packet
311-42210-OC920-	645.00 See Reappropriation List in packet
311-42210-OC920-	1,685.04 See Reappropriation List in packet
311-42210-OC920-	897.80 See Reappropriation List in packet
311-42210-OC920-	77.04 See Reappropriation List in packet
311-42210-OC920-	237.44 See Reappropriation List in packet
311-42210-OC920-	37.69 See Reappropriation List in packet
311-42210-OC920-	566.78 See Reappropriation List in packet
311-42210-OC920-	370.42 See Reappropriation List in packet
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311-42210-OC920-	257.56 See Reappropriation List in packet
311-42210-OC920-	257.56 See Reappropriation List in packet
311-42210-OC920-	777.14 See Reappropriation List in packet

311-42210-OC920-	4,009.50 See Reappropriation List in packet
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311-42210-OC920-	1,165.12 See Reappropriation List in packet
311-42210-OC920-	1,546.59 See Reappropriation List in packet
311-42210-OC920-	1,760.69 See Reappropriation List in packet
311-42210-OC920-	388.57 See Reappropriation List in packet
311-42210-OC920-	811.39 See Reappropriation List in packet
311-42210-OC920-	1,217.68 See Reappropriation List in packet
311-42210-OC920-	3,316.50 See Reappropriation List in packet
311-42210-OC920-	283.16 See Reappropriation List in packet
311-42210-OC920-	226.28 See Reappropriation List in packet
311-42210-OC920-	236.03 See Reappropriation List in packet
311-42210-OC920-	59.31 See Reappropriation List in packet
311-42210-OC920-	661.37 See Reappropriation List in packet
311-42210-OC920-	1,004.25 See Reappropriation List in packet
311-42210-OC920-	737.00 See Reappropriation List in packet
311-42210-OC920-	1,571.98 See Reappropriation List in packet
311-42210-OC920-	38.52 See Reappropriation List in packet
311-42210-OC920-	38.52 See Reappropriation List in packet
311-42210-OC920-	135.68 See Reappropriation List in packet
311-42210-OC920-	75.38 See Reappropriation List in packet
311-42210-OC920-	2,117.50 See Reappropriation List in packet
311-42210-OC920-	1,989.90 See Reappropriation List in packet
311-42210-OC920-	1,577.88 See Reappropriation List in packet
311-42210-OC920-	1,339.00 See Reappropriation List in packet
311-42210-OC920-	178.89 See Reappropriation List in packet
311-42210-OC920-	146.58 See Reappropriation List in packet
311-42210-OC920-	182.16 See Reappropriation List in packet
311-42210-OC920-	16.66 See Reappropriation List in packet
311-42210-OC920-	15,356.00 See Reappropriation List in packet
311-42210-OC920-	607.18 See Reappropriation List in packet
311-43110-OC920-	5.67 See Reappropriation List in packet
311-43120-OC941-	462,362.78 See Reappropriation List in packet
311-43120-OC941-	303,164.00 See Reappropriation List in packet
311-43160-OC931-	66,000.00 See Reappropriation List in packet
311-43160-OC931-	5,000.00 See Reappropriation List in packet
311-43160-OC931-	10,000.00 See Reappropriation List in packet
311-43160-OC931-	34,500.00 See Reappropriation List in packet
311-43160-OC931-	9,000.00 See Reappropriation List in packet
311-43160-OC931-	108,000.00 See Reappropriation List in packet
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311-43160-OC931-	23,000.00 See Reappropriation List in packet
311-43160-OC931-	44,000.00 See Reappropriation List in packet

311-43160-OC931-	1,000.00	See Reappropriation List in packet
311-43160-OC931-	113,000.00	See Reappropriation List in packet
311-43160-OC931-	10,000.00	See Reappropriation List in packet
311-43160-OC931-	23,000.00	See Reappropriation List in packet
311-43160-OC931-	44,000.00	See Reappropriation List in packet
311-43160-OC931-	9,000.00	See Reappropriation List in packet
311-43160-OC931-	116,000.00	See Reappropriation List in packet
311-43160-OC931-	10,000.00	See Reappropriation List in packet
311-43160-OC931-	21,300.00	See Reappropriation List in packet
311-43160-OC931-	44,000.00	See Reappropriation List in packet
311-43160-OC931-	9,000.00	See Reappropriation List in packet
311-43160-OC931-	113,000.00	See Reappropriation List in packet
311-43160-OC931-	11,000.00	See Reappropriation List in packet
311-43160-OC931-	25,000.00	See Reappropriation List in packet
311-43160-OC931-	44,000.00	See Reappropriation List in packet
311-43160-OC931-	9,000.00	See Reappropriation List in packet
311-43160-OC931-	117,700.00	See Reappropriation List in packet
311-43160-OC931-	11,000.00	See Reappropriation List in packet
311-43160-OC931-	21,300.00	See Reappropriation List in packet
311-43160-OC931-	44,000.00	See Reappropriation List in packet
311-43160-OC931-	9,000.00	See Reappropriation List in packet
311-43160-OC931-	110,000.00	See Reappropriation List in packet
311-43160-OC931-	10,000.00	See Reappropriation List in packet
311-43160-OC931-	21,000.00	See Reappropriation List in packet
311-43160-OC931-	44,000.00	See Reappropriation List in packet
311-43160-OC931-	9,000.00	See Reappropriation List in packet
311-44450-OC937-	9,515.32	See Reappropriation List in packet
	\$ 3,220,700.05	Total

4) Reappropriate and carry forward street paving funds from FY 2025

Increase Revenues

11037110 \$ 1,500,000.00 Prior Year Revenue

Increase Expenditures

11041900-OC268 \$ 1,500,000.00 General Govt - Street Paving

Increase Revenues

12137110 \$ 1,500,000.00 Prior Year Revenue

Increase Expenditures

12143100-OC268 \$ 1,500,000.00 State Street Aid - Street Paving

5) Reappropriate and carry forward Iron Bridge Road engineering from FY 2025

STGP Funds for Iron Bridge Road (Lytle Creek Bridge)

Increase Revenues

32237110 \$ 304,148.00 Prior Year Revenue

Increase Expenditures

32241850-OC923 \$ 304,148.00 General Govt - Street Paving

6) Rebudget Grants Fund Outstanding Purchase Orders @ 6/30/25

Materials/Equipment/Services not received by 6/30/25

Increase Revenues

32237110 \$ 314,586.75 Prior Year Revenue

Increase Expenditures

322-42147-OC321-	\$	2,445.00	See Reappropriation List in packet
322-42220-OC945-	\$	115,875.00	See Reappropriation List in packet
322-43110-OC931-	\$	6,500.00	See Reappropriation List in packet
322-43110-OC931-	\$	810.00	See Reappropriation List in packet
322-43110-OC931-	\$	5,609.83	See Reappropriation List in packet
322-43110-OC931-	\$	137,273.38	See Reappropriation List in packet
322-43110-OC931-	\$	4,448.54	See Reappropriation List in packet
322-43710-OC250-	\$	36,000.00	See Reappropriation List in packet
322-44410-OC920-	\$	5,625.00	See Reappropriation List in packet
	\$	314,586.75	Total

7) Rebudget Wastewater (Sewer) Fund Outstanding Purchase Orders @ 6/30/25

Materials/Equipment/Services not received by 6/30/25

Increase Revenues

41237110 \$83,635,205.86 Prior Year Revenue

Increase Expenditures

412-52212-OC250-	\$	4,280.00	See Reappropriation List in packet
412-52212-OC250-	\$	13,330.00	See Reappropriation List in packet
412-52212-OC269-	\$	1,320.00	See Reappropriation List in packet
412-52212-OC269-	\$	1,320.00	See Reappropriation List in packet
412-52212-OC269-	\$	2,470.00	See Reappropriation List in packet
412-52212-OC269-	\$	2,470.00	See Reappropriation List in packet
412-52212-OC269-	\$	339,801.79	See Reappropriation List in packet
412-52212-OC269-	\$	36,223.00	See Reappropriation List in packet
412-52212-OC269-	\$	21,723.00	See Reappropriation List in packet
412-52212-OC931-	\$	240,400.00	See Reappropriation List in packet
412-52212-OC931-	\$	1,346,493.80	See Reappropriation List in packet
412-52212-OC932-	\$	430,000.00	See Reappropriation List in packet

412-52212-OC932-	\$	3,870.40	See Reappropriation List in packet
412-52212-OC932-	\$	10,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	202,499.05	See Reappropriation List in packet
412-52212-OC932-	\$	15,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	6,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	80,825.00	See Reappropriation List in packet
412-52212-OC932-	\$	120,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	170,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	165,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	55,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	50,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	16,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	15,367.00	See Reappropriation List in packet
412-52212-OC932-	\$	35,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	12,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	25,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	29,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	15,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	12,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	38,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	28,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	50,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	750.00	See Reappropriation List in packet
412-52212-OC932-	\$	1,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	22,287.50	See Reappropriation List in packet
412-52212-OC932-	\$	9,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	55,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	16,200.00	See Reappropriation List in packet
412-52212-OC932-	\$	10,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	14,580.00	See Reappropriation List in packet
412-52212-OC932-	\$	15,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	17,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	10,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	20,250.00	See Reappropriation List in packet
412-52212-OC932-	\$	18,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	75,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	25,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	90,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	35,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	20,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	33,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	70,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	61,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	61,000.00	See Reappropriation List in packet

412-52212-OC932-	\$	45,600.00	See Reappropriation List in packet
412-52212-OC932-	\$	45,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	102,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	42,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	42,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	68,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	32,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	32,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	32,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	50,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	27,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	15,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	25,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	30,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	70,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	85,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	55,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	58,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	312,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	15,600.00	See Reappropriation List in packet
412-52212-OC932-	\$	260,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	13,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	89,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	4,450.00	See Reappropriation List in packet
412-52212-OC932-	\$	120,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	27,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	42,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	66,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	81,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	42,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	42,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	36,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	215,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	10,750.00	See Reappropriation List in packet
412-52212-OC932-	\$	70,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	380,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	30,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	60,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	88,000.00	See Reappropriation List in packet
412-52212-OC932-	\$	10,000.00	See Reappropriation List in packet
412-52213-OC250-	\$	37,753.75	See Reappropriation List in packet
412-52213-OC250-	\$	81,852.50	See Reappropriation List in packet
412-52213-OC250-	\$	44,099.00	See Reappropriation List in packet
412-52213-OC269-	\$	1,320.00	See Reappropriation List in packet

412-52213-OC269-	\$	4,705.00	See Reappropriation List in packet
412-52213-OC530-	\$	405,000.00	See Reappropriation List in packet
412-52213-OC530-	\$	3,000.00	See Reappropriation List in packet
412-52213-OC921-	\$	1,857,931.18	See Reappropriation List in packet
412-52213-OC921-	\$	30,844,293.96	See Reappropriation List in packet
412-52213-OC921-	\$	11,313,767.72	See Reappropriation List in packet
412-52213-OC921-	\$	2,113,000.00	See Reappropriation List in packet
412-52213-OC921-	\$	4,844,673.70	See Reappropriation List in packet
412-52213-OC921-	\$	1,583,000.00	See Reappropriation List in packet
412-52213-OC921-	\$	436,200.00	See Reappropriation List in packet
412-52213-OC921-	\$	2,688,800.00	See Reappropriation List in packet
412-52213-OC921-	\$	2,764,000.00	See Reappropriation List in packet
412-52213-OC921-	\$	13,593,212.05	See Reappropriation List in packet
412-52213-OC921-	\$	728,691.08	See Reappropriation List in packet
412-52213-OC921-	\$	1,729,074.41	See Reappropriation List in packet
412-52213-OC930-	\$	1,402,250.00	See Reappropriation List in packet
412-52215-OC250-	\$	16,720.97	See Reappropriation List in packet
		\$83,635,205.86	Total

8) Budget transfer to from General Fund to Grants

Budget transfer General Fund to Grants

Increase Revenue

11037110		25,000.00	Prior Year Revenue
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Increase Expenditures

11041900-OC768	\$	25,000.00	General City Admin - Miscellaneous - Transfer to Grants Fund
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9) Budget transfer to Grants for CDBG Sirens Grant

Increase Revenues

32237940	\$	25,000.00	Transfer From General Fund
32233459	\$	525,000.00	CDBG Imminent Threat Grant (Sirens)
Total	\$	550,000.00	

Increase Expenditures

32242260-OC945	\$	550,000.00	CDBG - Imminent threat - sirens
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10) Replenish Tourism Enhancement Reserves from prior year

Increase Revenues

110-37110	\$	542,023.94	Prior Year Revenue
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Increase Expenditures

110-41950-800	\$	542,023.94	General City Admin - Tourism Enhancement - Reserves
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11) Budget Remaining Firefighters Park - Reserves

Increase Revenues

110-37110 \$ 27,694.00 Prior Year Revenue

Increase Expenditures

110-41910-810 \$ 27,694.00 General City Admin - FF Park - FF Park Reserves

12) Budget funds within Detective Division for expenditures related to Sexual Offender Registry

FY 2023 balance of unexpended funds. Restricted to Sexual Offender Registry-related expenditures.

Increase Revenues

110-37110 \$ 98,165.06 Prior Year Revenue

Increase Expenditures

110-42121-324 \$ 98,165.06 Police Dept - Detectives - Sexual Offender Registry

13) Budget unexpended funds from sale of seized weapons

Must be segregated & allocated for approved law enforcement purchases.

Increase Revenues

110-37110 \$ 51,901.17 Prior Year Revenue

Increase Expenditures

110-42141-320 \$ 51,901.17 Police-Seized Weapon proceeds-Operating Supplies

14) Rebudget balance of Federal Equitable Sharing Agreement funds

Justice (DOJ) Funds

Increase Revenues

110-37110 \$ 160,634.86 Prior Year Revenue

Increase Expenditures

110-42160-800 \$ 160,634.86 Police Dept-Equitable Sharing - Reserves

Treasury (IRS) Funds

Increase Revenues

110-37110 \$ 19,261.00 Prior Year Revenue

Increase Expenditures

110-42161-800 \$ 19,261.00 Police Dept-Equitable Sharing - Reserves

15) Budget 2023 JAG Grant

Increase Revenues

322-33203 \$ 32,308.00 Byrne/JAG Grant

Increase Expenditures

32242140-OC946 \$ 32,308.00 Grant Fund - JAG Grant - Canine

16) Budget 2024 JAG Grant

Increase Revenues

322-33203 \$ 18,942.00 Byrne/JAG Grant

Increase Expenditures

32242140-OC320 \$ 18,942.00 Grant Fund - JAG Grant - Operating Supplies

17) Budget Training funds from prior year

Increase Revenues

110-37110 \$ 5,460.59 Prior Year Revenue

Increase Expenditures

11042240-OC800 \$ 5,460.59 Fire Dept - Training - Reserves

18) Budget EOM funds from prior year

Increase Revenues

110-37110 \$ 10,430.00 Prior Year Revenue

Increase Expenditures

110-42260-800 \$ 10,430.00 Fire Dept - Emergency Management - Reserves

19) Budget Healthy Built Environments Grant

Increase Revenues

322-33243 50,000.00 Healthy Built Environments Grant

Increase Expenditures

32243710-OC250 50,000.00 Healthy Built Environments Grant

20) Budget for insurance proceeds for new extraction equipment

Increase Revenues

110-36901 \$ 10,621.00 Insurance Proceeds

Increase Expenditures

11042220-OC321 \$ 10,621.00 Fire Dept - Suppression - Controllable Assets

Reappropriation List of Funds to Carry Forward from FY 25 to FY 26

PO #	Vendor Name	Account	Open
20250210	Dell Marketing L P	110-41300-OC255-	0.00
MIS total			0.00
20250210	Dell Marketing L P	110-41900-OC255-	36,252.75
20250210	Dell Marketing L P	110-41900-OC255-	94,331.16
20250210	Dell Marketing L P	110-41900-OC255-	3,395.20
1464	Tyler Technologies, Inc	110-41900-OC255-	121,948.19
Gen Govt total			255,927.30
20250199	MORPHO USA, INC	110-42121-OC324-	21,888.00
Police total			21,888.00
20250019	Neel-Schaffer	110-43710-OC250-	15,200.00
20250038	Volkert Inc	110-43710-OC250-	7,650.00
20250032	Freedom Hill Land Management	110-43710-OC272-	10,490.21
Dev Serv total			33,340.21
20250219	Freedom Hill Land Management	110-44415-OC269-	2,700.00
20250110	The Marbet Company	110-44450-OC269-	2,270.00
20250143	Preventia Security	110-44480-OC269-	23,143.90
20250236	Atlantic Pools & Spas	110-44480-OC320-	12,500.00
Parks total			40,613.90
TOTAL GENERAL			351,769.41
25992	COLUMBIA POWER & WATER SYSTE	121-43100-OC290-	12,823.00
SSA total			12,823.00
25371	Barge Design Solutions, Inc	311-41850-OC923-	5,200.72
25371	Barge Design Solutions, Inc	311-41850-OC923-	304,148.00
20250222	D NICKELL COMPANY LLC	311-41900-OC912-	298,320.81
20250104	HURST-ROSCHE, INC	311-41900-OC921-	1,780.00
20250104	HURST-ROSCHE, INC	311-41900-OC921-	0.00
20250104	HURST-ROSCHE, INC	311-41900-OC921-	648.50
20250118	BLUEBIRD CONSTRUCTION LLC	311-41900-OC921-	10,000.00
25619	Neel-Schaffer	311-41900-OC930-	14,686.00
25817	Nuber Architecture LLC	311-42210-OC920-	17,535.50
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	9,223.25
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	28,950.04
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	18,205.55
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	15,235.29
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	6,978.45
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	6,218.55
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	10,195.04
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	29,964.20
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	41,451.69
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	954.40
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	8,008.51
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	22,444.78
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	30,895.04
26176	BRINDLEY CONSTRUCTION, LLC	311-42210-OC920-	29,933.94

20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	2,342.28
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	3,847.50
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	3,847.50
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,247.62
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,731.87
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,731.87
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	725.18
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	390.38
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,282.50
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	623.81
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	577.29
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	362.59
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	9,369.12
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	7,695.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	23,085.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	3,463.74
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	10,391.22
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	10,320.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	8,685.74
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	181.29
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	16,850.50
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	3,155.76
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	6,695.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	880.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	362.22
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	376.87
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	440.52
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	101.76
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,127.27
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	368.50
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	394.88
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	508.78
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	185.09
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	77.04
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	203.52
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	566.78
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	370.42
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	178.89
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	195.64
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	204.77
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	880.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	362.22
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	376.87
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	440.52
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	101.76
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,127.27
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	368.50

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20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	897.80
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	77.04
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	203.52
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	37.69
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	566.78
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	370.42
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	836.66
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	38.52
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	33.92
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	37.69
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	283.39
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	370.42
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	880.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	115.56
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	434.66
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,224.84
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	988.67
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	988.67
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	669.58
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	128.14
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	157.87
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	189.76
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	566.78
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	370.42
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,027.95
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	373.34
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	684.94
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	321.34
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	218.84
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	159.12
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	880.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	931.72
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	435.08
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	897.80
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	77.04
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	101.76
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	37.69
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	566.78
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	370.42
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,171.14
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	3,847.50
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	623.81
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,731.87
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	362.59
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	880.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	836.66
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	38.52

20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	33.92
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	37.69
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	283.39
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	370.42
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	645.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,685.04
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	897.80
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	77.04
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	237.44
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	37.69
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	566.78
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	370.42
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	645.72
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	257.56
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	257.56
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	777.14
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	4,009.50
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	945.44
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	654.64
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,165.12
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,546.59
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,760.69
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	388.57
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	811.39
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,217.68
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	3,316.50
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	283.16
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	226.28
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	236.03
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	59.31
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	661.37
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,004.25
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	737.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,571.98
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	38.52
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	38.52
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	135.68
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	75.38
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	2,117.50
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,989.90
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,577.88
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	1,339.00
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	178.89
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	146.58
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	182.16
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	16.66
20250138	HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	15,356.00

20250138 HITOUCH BUSINESS SERVICES LLC	311-42210-OC920-	607.18
25618 Lose Design - Lose & Associat	311-43110-OC920-	5.67
20250107 CUMBERLAND INTERNATIONAL	311-43120-OC941-	462,362.78
25830 VIKING CIVES MIDWEST	311-43120-OC941-	303,164.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	66,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	5,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	10,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	34,500.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	9,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	108,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	10,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	23,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	44,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	1,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	113,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	10,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	23,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	44,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	9,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	116,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	10,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	21,300.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	44,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	9,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	113,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	11,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	25,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	44,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	9,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	117,700.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	11,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	21,300.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	44,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	9,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	110,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	10,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	21,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	44,000.00
20250174 S & W Contracting Co Inc	311-43160-OC931-	9,000.00
20250198 ANTHEM SPORTS, LLC	311-44450-OC937-	9,515.32
Cap Project total		3,220,700.05
20250229 DECATUR ELECTRONICS LLC	322-42147-OC321-	2,445.00
20250188 INTEGRATION TECHNOLOGY, LLC	322-42220-OC945-	115,875.00
1457 South Central Tennessee Devel	322-43110-OC931-	6,500.00
26103 Neel-Schaffer	322-43110-OC931-	810.00
24909 Gresham Smith & Partners	322-43110-OC931-	5,609.83
24909 Gresham Smith & Partners	322-43110-OC931-	137,273.38

24909	Gresham Smith & Partners	322-43110-OC931-	4,448.54
20250211	Kimley-Horn & Associates, Inc	322-43710-OC250-	36,000.00
20250184	Kimley-Horn & Associates, Inc	322-44410-OC920-	5,625.00
Grants total			314,586.75
26183	Water Management Services LLC	412-52212-OC250-	4,280.00
20250144	Water Management Services LLC	412-52212-OC250-	13,330.00
20250185	THOMPSON MACHINERY	412-52212-OC269-	1,320.00
20250185	THOMPSON MACHINERY	412-52212-OC269-	1,320.00
20250185	THOMPSON MACHINERY	412-52212-OC269-	2,470.00
20250185	THOMPSON MACHINERY	412-52212-OC269-	2,470.00
20250203	HAWKINS & PRICE, LLC	412-52212-OC269-	339,801.79
20250224	Cumberland Machine Co Inc	412-52212-OC269-	36,223.00
20250225	Cumberland Machine Co Inc	412-52212-OC269-	21,723.00
26015	J R Wauford & Co Cons Eng, In	412-52212-OC931-	240,400.00
26015	J R Wauford & Co Cons Eng, In	412-52212-OC931-	0.00
26015	J R Wauford & Co Cons Eng, In	412-52212-OC931-	0.00
20250190	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC931-	1,346,493.80
1449	J R Wauford & Co Cons Eng, In	412-52212-OC932-	430,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	3,870.40
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	10,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	202,499.05
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	15,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	6,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	80,825.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	120,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	170,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	165,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	55,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	50,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	16,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	15,367.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	35,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	12,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	25,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	29,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	15,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	12,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	38,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	28,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	50,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	750.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	1,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	22,287.50
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	9,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	55,000.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	16,200.00
20250228	CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	10,000.00

20250228 CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	215,000.00
20250228 CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	10,750.00
20250228 CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	70,000.00
20250228 CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	380,000.00
20250228 CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	30,000.00
20250228 CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	60,000.00
20250228 CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	88,000.00
20250228 CUMBERLAND VALLEY CONSTRUCT	412-52212-OC932-	10,000.00
26205 Water Management Services LLC	412-52213-OC250-	37,753.75
26206 Water Management Services LLC	412-52213-OC250-	81,852.50
20250230 J R Wauford & Co Cons Eng, In	412-52213-OC250-	44,099.00
20250185 THOMPSON MACHINERY	412-52213-OC269-	1,320.00
20250185 THOMPSON MACHINERY	412-52213-OC269-	4,705.00
20250178 MSD Environmental Services, I	412-52213-OC530-	405,000.00
20250178 MSD Environmental Services, I	412-52213-OC530-	0.00
20250178 MSD Environmental Services, I	412-52213-OC530-	3,000.00
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	1,857,931.18
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	30,844,293.96
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	11,313,767.72
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	2,113,000.00
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	4,844,673.70
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	1,583,000.00
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	436,200.00
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	2,688,800.00
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	2,764,000.00
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	13,593,212.05
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	728,691.08
26175 JUDY CONSTRUCTION COMPANY	412-52213-OC921-	1,729,074.41
25500 J R Wauford & Co Cons Eng, In	412-52213-OC930-	0.00
25500 J R Wauford & Co Cons Eng, In	412-52213-OC930-	1,402,250.00
20250119 J R Wauford & Co Cons Eng, In	412-52215-OC250-	16,720.97
Total Wastewater		83,635,205.86
Total - All Funds		87,535,085.07

FY 2026 Budget Summary - AA#1

9/11/2025						
		SERVICES &		CAPITAL	DEBT	AA#1
Departments	PERSONNEL	SUPPLIES	TRANSFERS	OUTLAY	SERVICE	FY 2026
City Council	\$98,627	\$472,900	\$0	\$0	\$0	\$571,527
Legal Services	\$278,494	\$17,100	\$0	\$0	\$0	\$295,594
Management Info Systems	\$409,408	\$395,455	\$0	\$0	\$0	\$804,863
City Manager	\$658,956	\$301,888	\$0	\$0	\$0	\$960,844
Finance & City Recorder	\$1,278,695	\$62,398	\$0	\$0	\$0	\$1,341,093
Human Resources	\$215,082	\$37,488	\$0	\$0	\$0	\$252,570
General City Admin	\$1,641,812	\$6,101,247	\$7,973,494	\$0	\$0	\$15,716,553
Police	\$10,121,754	\$1,949,721	\$0	\$0	\$0	\$12,071,475
Fire	\$9,207,355	\$886,085	\$0	\$0	\$0	\$10,093,440
Streets & Maintenance	\$3,621,471	\$806,873	\$0	\$0	\$0	\$4,428,344
Development Services	\$2,415,861	\$465,860	\$0	\$0	\$0	\$2,881,721
Parks & Recreation	\$3,946,607	\$1,211,653	\$0	\$0	\$0	\$5,158,260
Total General Fund	\$33,894,122	\$12,708,668	\$7,973,494	\$0	\$0	\$54,576,284
State Street Aid Fund	\$0	\$1,646,823	\$3,012,823	\$0	\$0	\$4,659,646
N&V Chief's Fund	\$0	\$140,000	\$0	\$0	\$0	\$140,000
Street & Transportation Fund	\$0	\$80,000	\$0	\$0	\$0	\$80,000
Drug Fund	\$0	\$81,053	\$40,000	\$50,000	\$0	\$171,053
Solid Waste (Sanitation) Fund	\$2,031,235	\$2,356,077	\$466,040	\$0	\$0	\$4,853,352
Debt Service Fund	\$0	\$0	\$0	\$0	\$1,338,969	\$1,338,969
Capital Projects Fund	\$0	\$500,000	\$0	\$11,734,315	\$0	\$12,234,315
Grants Fund	\$0	\$401,971	\$0	\$969,456	\$0	\$1,371,427
Wastewater (Sewer) Fund	\$4,341,608	\$6,327,963	\$0	\$83,492,918	\$7,492,959	\$101,655,448
Grand Total	\$40,266,965	\$24,242,556	\$11,492,357	\$96,246,689	\$8,831,928	\$181,080,494