



**City of Columbia City Council
Study Session Agenda
November 6, 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
Council Member Carl McCullen, 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**

Public Comments are welcome under Section 11 of the Agenda. Please sign the sign-up sheet before the meeting begins. 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 RESOLUTION NO. 25-70 - A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR PROPERTY TAX MAP 73 PARCEL 17.02, LOCATED OFF LASEA ROAD, INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 5. - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting to annex the 12 acre tract of property with a Plan of Services and zone it to CD-3 (Neighborhood Character District). The concept plan reflects future development of 31 single family lots. The Planning Commission reviewed this request and recommended approval by a vote of five to one at the September 10, 2025 meeting. The required notice of Public Hearing was advertised October 15, 2025 in Main Street Maury.

ATTACHMENTS: Resolution No. 25-70 PH Staff Report, Resolution No. 25-70, Resolution No. 25-70 Exhibit A, Resolution No. 25-70 Exhibit B, Resolution No. 25-70 Exhibit C, Resolution No. 25-70 Plan of Services, Resolution No. 25-70 Concept Plan, DS Staff Report.

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION BY LAUREN LAIN OF GRACE CHURCH OF THE NAZARENE.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

5.1. PRESENTATION TO A CITY OF COLUMBIA FIRE & RESCUE DEPARTMENT EMPLOYEE. (REGULAR MEETING ONLY)

5.2. PRESENTATION OF A "NO TRASH" NOVEMBER PROCLAMATION. (REGULAR MEETING ONLY)

5.3. PRESENTATION OF A PROCLAMATION FOR PARKS CLEAN-UP AND BEAUTIFICATION DAY. (REGULAR MEETING ONLY)

5.4. QUARTERLY PRESENTATION BY WIL EVANS, PRESIDENT OF MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE. (REGULAR MEETING ONLY)

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE OCTOBER 9, 2025 CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: October 9, 2025 Minutes.

6.2. RE-ELECTION OF SARAH HARRIS BARRY FOR A SIX-YEAR TERM ON THE CITY OF COLUMBIA CIVIL SERVICE BOARD FOR A TERM THAT BEGAN ON APRIL 13, 2025 AND EXPIRES ON APRIL 13, 2031.

RECOMMENDATION: Approve.

6.3. RE-ELECTION OF WALTER C. MITCHELL FOR A SIX-YEAR TERM ON THE CITY OF COLUMBIA CIVIL SERVICE BOARD FOR A TERM BEGINNING ON DECEMBER 14, 2025 AND EXPIRING ON DECEMBER 14, 2031.

RECOMMENDATION: Approve.

6.4. ELECTION OF DANNY KING TO FILL AN UNEXPIRED TERM ON THE CITY OF COLUMBIA CIVIL SERVICE BOARD FOR A TERM BEGINNING ON NOVEMBER 13, 2025 AND EXPIRING ON FEBRUARY 18, 2030.

RECOMMENDATION: Approve.

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF SEPTEMBER 2025 IN THE AMOUNT OF \$10,818,033.19 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: September 2025 Disbursements.

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

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

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

ATTACHMENTS: September 2025 Surplus.

7.3. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE MEDICAL SERVICES AGREEMENT WITH MAURY REGIONAL HOSPITAL - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia currently has a medical services agreement in place with Maury Regional Hospital. This agreement outlines those services that Maury Regional and its affiliates provide for the City.

These services include pre-employment physicals, post-employment physicals, drug and alcohol screenings, annual physicals for fire department personnel and annual health and wellness screenings for City employees.

Currently, the agreement that the City of Columbia and Maury Regional Hospital have in place is set to expire on December 31, 2025. The new agreement would extend those services through December 31, 2027.

There are minor increases to the cost of this agreement. However, there are other areas of cost savings within the agreement to offset

those increases.

It is recommended that City Council approve this continued partnership with Maury Regional Hospital and its affiliates.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered in Insurance Fund – Health Care Clinic.

ATTACHMENTS: Staff Report Maury Regional Medical Services, Maury Regional Medical Services Agreement 2025.

7.4. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A WORK ORDER BETWEEN THE CITY OF COLUMBIA AND GRANICUS IN THE AMOUNT OF \$3,274.79 FOR A BLOG MODULE TO BE ADDED TO THE VISIT COLUMBIA WEBSITE - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve and authorize the Mayor to sign a Work Order with Granicus in the amount of \$3,274.79 for a Blog module to be added to the Visit Columbia website.

INFORMATION: Utilizing blogs for marketing has proven to be one of the most effective means of generating interest in a destination like Visit Columbia, featuring timely trends, events, points of interest, the holidays, evergreen “best of” lists for restaurants, and much more.

CERTIFICATION: The Chief Financial Officer certifies that \$3,274.79 is budgeted and unencumbered in Tourism Enhancement-General Fund - Software Maintenance.

ATTACHMENTS: Staff Report Granicus 2025, Granicus Work Order.

7.5. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF COLUMBIA AND CONTENT CREATOR ALANNA PAEZ IN THE AMOUNT OF \$4,000 FOR A HOLIDAY SOCIAL MEDIA MARKETING CAMPAIGN. - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Visit Columbia is working more with social media content creators as part of the marketing strategy designed to reach travelers through social media, the Visit Columbia website, and blog posts to encourage and inspire travel to Columbia while building brand awareness.

CERTIFICATION: The Chief Financial Officer certifies that \$4,000 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report Alanna Paez Content Creator, Alanna Paez Content Creator Agreement 2025.

7.6. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF COLUMBIA AND MOSSA GROUP FITNESS AT \$150.00 A MONTH PER PROGRAM FOR OFFERING THE GROUP POWER PROGRAM AT THE COLUMBIA AQUATICS & RECREATION CENTER - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Group Power® is a one-hour, cutting-edge strength training workout designed to get you muscle strong and movement strong. It combines traditional strength training with full-body, innovative exercises using an adjustable barbell, weight plates, body weight, a step, heart-pounding music, and expert coaching at a cost of \$150 a month per program for the licensing.

CERTIFICATION: The Chief Financial Officer certifies that \$1,800 is budgeted and unencumbered in Parks – Columbia Aquatics and Rec Center – Other Services.

ATTACHMENTS: Staff Report Mossa, Mossa License Agreement.

7.7. APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND DWR AQUATICS IN THE AMOUNT OF \$524,497 TO COMPLETE THE POOL RENOVATIONS AT THE COLUMBIA AQUATICS & RECREATION CENTER - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Bids were opened on October 1, 2025, with DWR Aquatics submitting the lowest bid for the project to complete the pool renovations at the Columbia Aquatics & Recreation Center in the amount of \$524,497.

CERTIFICATION: The Chief Financial Officer certifies that \$524,497 is budgeted and unencumbered in Parks – Columbia Aquatics and Rec Center – General Purpose Machinery And Equipment.

ATTACHMENTS: Staff Report DWR, DWR Aquatics Contract, Bid Tab - ARC Pool Renovations 2025.

7.8. APPROVE AND AUTHORIZE THE MAYOR THE SIGN AN AMENDMENT TO THE CONTRACT WITH CITY GREEN SERVICES IN THE AMOUNT OF \$100 PER OCCURRENCE - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City put out to bid mowing services for our parks and for our medians throughout the City and in June 2025 the bid was awarded to City Green Services. Our Public Works Department recently requested to add a small median, approximately 700 feet in length and 20 feet wide on Park Circle off of Nashville Hwy. This request will result in the cost per occurrence increasing by \$100.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered in Streets-Maintenance - Maintenance & Repair-Other.

ATTACHMENTS: Staff Report - City Green Services Amendment November 2025, Amendment to City Green Services Contract.

7.9. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 FOR THE FY2024-2025 STREET RESURFACING CONTRACT BETWEEN THE CITY OF COLUMBIA AND VOLUNTEER PAVING FOR MILLING, STRIPING, AND RESURFACING AT THE COLUMBIA AQUATICS

& RECREATION CENTER (ARC) IN THE AMOUNT OF \$142,325.33. - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Change Order No. 2.

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

This Change Order will add unit items 9 and 10 which cover all resurfacing, milling, and striping at the Columbia Aquatics & Recreation Center. This Change Order will also increase the Not To Exceed amount from \$4,500,000 to \$4,838,672.05.

CERTIFICATION: The Chief Financial Officer certifies that \$142,325.33 is budgeted and unencumbered in Parks – Columbia Aquatics and Rec Center – Roads, Street, And Parking Lots.

ATTACHMENTS: Staff Report Columbia ARC Paving Proposal, Change Order No. 2, ARC Paving Aerial.

7.10.APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH UDP (UNITED DISPOSAL PARTNERS, LLC) AT A COST OF \$54.73 PER TON FOR TRANSFER STATION AND LANDFILL SERVICES - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: An invitation to bid was properly advertised and solicited for transfer station and landfill services for the City of Columbia. We received two responses for this bid. The low bidder was UDP (Unified Disposal Partners, LLC) at \$54.73 per ton, which is estimated to be \$1,368,250 per fiscal year (assuming 25,000 tons). Council is requested to authorize a three-year bid with two one-year renewal options.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered in Sanitation Fund-General – Landfill Charges.

ATTACHMENTS: Staff Report Transfer Station and Landfill Services 2025, UWH Contract V2, Bid Tab - Transfer Station and Landfill Services.

8 ADMINISTRATION.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 25-77 - A RESOLUTION AUTHORIZING THE TERMINATION OF THE AUGUST 1994 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COLUMBIA AND SATURN CORPORATION, NOW GM - FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 25-77.

INFORMATION: November 7, 1985, Resolution No. 85-33 was passed and adopted by the City Council of the City of Columbia, TN and the Industrial Development Board of Maury County, County Commissioners of Maury County, TN, the Town of Spring Hill, Tn, and the Town of Mt. Pleasant, TN entering into an agreement with Saturn Corporation, later General Motors, to establish the Spring Hill manufacturing plant. This agreement included In Lieu of Tax payments (PILOT). The term of this original agreement began January 1, 1986 and was to expire December 31, 2025.

August 31, 1994, the City of Columbia Fire Department entered into a Memorandum of Understanding with Saturn Corporation. This MOU provided for fire protection, emergency response and cooperation between Columbia Fire Department and the Saturn/GM facility.

November 13, 2023, the Termination of original PILOT Documents was approved by the City Council of the City of Columbia, TN.

Pursuant to the August 31, 1994 Memorandum of Understanding, "This Memorandum of Understanding may be terminated by either party at any time, with or without cause, without penalty, upon (90) days written notice by either party." Therefore, Columbia Fire & Rescue requests City Council's approval to terminate the 1994 MOU between Columbia Fire Department and Saturn Corporation

(GM). This will ensure that City of Columbia resources remain dedicated to the residents within the Corporate limits of the City of Columbia, thereby removing financial and operational burdens. Columbia Fire & Rescue will continue to provide automatic aid or mutual aid support to surrounding jurisdictions, including the GM and Ultium facilities, when formally requested through established channels.

This Resolution does not barr the City of Columbia and GM from future negotiations of service.

ATTACHMENTS: Staff Report Resolution No. 25-77, Resolution No. 25-77.

9.2. RESOLUTION NO. 25-78 – TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 25-78.

INFORMATION: The City Recorder is presenting tax corrections through 10/22/2025 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 25-78, Resolution No. 25-78, Resolution No. 25-78 Exhibit A.

9.3. RESOLUTION NO. 25-79 - A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE ANTICIPATION NOTES OF THE CITY OF COLUMBIA, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATER SYSTEM OF THE CITY OF COLUMBIA, TENNESSEE; AND MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM.

RECOMMENDATION: Approve Resolution No. 25-79.

INFORMATION: CPWS has requested renewal of these two short-term water system revenue anticipation notes for an additional two

years; the amount for both is \$70 million. CPWS plans on rolling these anticipation notes into the overall borrowing for the long-term water supply project.

ATTACHMENTS: Staff Report Resolution No. 25-79, Resolution No. 25-79, Resolution No. 25-79 documentation.

9.4. RESOLUTION NO. 25-80 - A RESOLUTION AUTHORIZING THE EXTENSION OF THE MATURITY OF, AND THE ADJUSTMENT OF THE INTEREST RATE ON, THE WATER SYSTEM REVENUE ANTICIPATION NOTE, SERIES 2023 OF THE CITY OF COLUMBIA, TENNESSEE. - ADMINISTRATION.

RECOMMENDATION: Approve Resolution No. 25-80.

INFORMATION: CPWS has requested renewal of these two short-term water system revenue anticipation notes for an additional two years; the amount for both is \$70 million. CPWS plans on rolling these anticipation notes into the overall borrowing for the long-term water supply project.

ATTACHMENTS: Staff Report Resolution No. 25-80, Resolution No. 25-80, Resolution No. 25-80 documentation.

9.5. RESOLUTION NO. 25-81 - A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE STATE OF TENNESSEE'S VIOLENT CRIME INTERVENTION FUND (VCIF) GRANT IN AN AMOUNT NOT TO EXCEED \$1,000,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT - POLICE DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-81.

INFORMATION: The State of Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, established the Violent Crime Intervention Fund (VCIF) to assist local law enforcement agencies with efforts to reduce and prevent violent crime.

The Columbia Police Department submitted an application to the

VCIF program for consideration of state-allocated funding to support technology upgrades, specialized equipment, and program initiatives that strengthen investigations, improve officer safety, and enhance data-driven crime-reduction strategies.

The State of Tennessee is currently reviewing applications for this funding opportunity. This resolution formally ratifies the submission of the City's VCIF grant application and authorizes acceptance of the grant award, if approved, in an amount not to exceed \$1,000,000.

No local matching funds are required for participation in this program.

ATTACHMENTS: Staff Report Resolution No. 25-81, Resolution No. 25-81, FY26 VCIF Zip Codes TnGrants, FY2026 VCIF Award Letter City of Columbia.

10 ORDINANCES.

10.1.2ND CONSIDERATION FOR ORDINANCE NO. 4562 - AN ORDINANCE CONVERTING FLOW OF TRAFFIC ON SOUTH GARDEN STREET TO ONE-WAY TRAVEL FROM W 11TH STREET TO DEPOT STREET - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4562 on second consideration.

INFORMATION: City of Columbia Development Services Department was requested to convert the portion of South Garden Street between West 11th Street and Depot Street to one-way in conjunction with a development project at 1205 South Garden Street. Said development is providing the modifications in-kind, including on-street parking, pavement markings, and necessary signage. This change was unanimously recommended for approval by Columbia Municipal Planning Commission on September 10, 2025.

ATTACHMENTS: Staff Report Ordinance No. 4562, Ordinance No. 4562, 1205 S. Garden St Roadway.

10.2.2ND CONSIDERATION OF ORDINANCE NO. 4564 - 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. 25-70, LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL 17.02 TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT)-WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4564 on second consideration.

INFORMATION: The applicant is requesting to zone property proposed to be annexed under Resolution No. 25-70 to CD-3 (Neighborhood Character District). The concept plan reflects future development of 31 single-family lots. The Planning Commission reviewed this request and recommended approval by a vote of five to one at the September 10, 2025, meeting.

ATTACHMENTS: Staff Report Ordinance No. 4564, Ordinance No. 4564, Ordinance No. 4564 - Exhibit A, Ordinance No. 4564 - Exhibit B, Concept Plan, DS Staff Report.

10.3.2ND CONSIDERATION ON ORDINANCE NO. 4566 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY REPEALING AND DELETING TITLE 12, CHAPTER 1, SECTIONS 12-101, 12-102, AND 12-103, PERTAINING TO THE BUILDING CODE AND ADOPTING NEW SECTIONS 12-101, 12-102 AND 12-103 - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4566 on second consideration.

INFORMATION: Adoption of the 2024 editions of the International Building Codes. Tennessee state law prescribes municipalities to adopt building code editions that are within seven (7) years of current publication. The International Code Council publishes an updated code edition every three (3) years. The City of Columbia has previously adopted the 2000, 2006, 2012, and the 2018 editions of the International Building Codes. The current 2018 edition of the

International Building Code was adopted in December 2019. The proposed 2024 code editions, with modifications, will be effective January 1, 2026, which is within the directed timeframe.

ATTACHMENTS: Staff Report Ordinance No. 4566, Ordinance No. 4566, Significant changes to 2024 International Codes.

10.4.1ST CONSIDERATION OF ORDINANCE NO. 4568 - AN ORDINANCE REPEALING TITLE 7, CHAPTER 2 OF THE CITY OF COLUMBIA MUNICIPAL CODE ENTITLED "FIRE PREVENTION CODE" IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 2 ADOPTING THE 2024 INTERNATIONAL FIRE CODE, INCLUDING APPENDIX B AND C WITH CERTAIN AMENDMENTS; PROVIDING LIMITED EXEMPTIONS FOR PUBLIC-SAFETY AND INFRASTRUCTURE PROJECTS; AND REQUIRING BUSINESS PORTAL REGISTRATION AND ESTABLISH THE DATE OF DECEMBER 11, 2025 AS THE DATE OF PUBLIC HEARING - FIRE & RESCUE.

RECOMMENDATION: Approve Ordinance No. 4568 on first consideration and establish December 11, 2025 as the date of Public Hearing.

INFORMATION: The City of Columbia is classified as an "exempt jurisdiction" by the State of Tennessee Fire Marshal's Office (SFMO) which means the SFMO has determined we have adequate code enforcement and are permitted to handle most of the projects in the city without SFMO involvement. In order to remain an "exempt jurisdiction" we are required to adopt a fire code that is within 7 years of the latest "published" edition (TCA 68-120-101 (b)(5)(A)). Currently, we have the 2018 Edition adopted. The 2024 International Fire Code is fully compatible with all other International Codes published by the International Codes Council (ICC).

This ordinance adopts the 2024 International Fire Code (IFC), published by the International Code Council, establishing modern fire-safety standards for the City of Columbia. It retains Appendix B, with a local amendment authorizing Tanker Shuttle Operations (TSO) as an equivalent water supply, and establishes Fire Marshal

Standard FM-101 – “Fire-Flow and Water-Supply Requirements.” This standard serves as the City’s technical guide for hydrant spacing, fire-flow minimums, alternative water-supply methods, and required documentation. The standard separates detailed operational requirements from the ordinance, allowing the Fire Marshal and Fire Chief to make timely adjustments as the City’s water system expands, demands increase, or flow capacities improve. This approach ensures technical requirements can evolve without repeated Council amendments, maintaining flexibility while preserving accountability under Columbia Fire & Rescue. The ordinance also requires Business Portal / Community Connect registration for all commercial, industrial, and institutional occupancies and clarifies authority and appeals under Columbia Fire & Rescue, maintaining the City Council as the appellate body.

ATTACHMENTS: Staff Report Ordinance No. 4568, Ordinance No. 4568, TCA 68-120-101, City of Columbia Fire Marshal Standard FM, 2024 IFC Summary.

10.5.1ST CONSIDERATION OF ORDINANCE NO. 4569 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2024 DELINQUENT PROPERTY TAXES - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4569 on first consideration.

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent property taxes. Following adoption of the ordinance, the City Recorder provides the County Attorney with a certified list of delinquent 2024 property taxes. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent property taxes.

ATTACHMENTS: Staff Report Ordinance No. 4569, Ordinance No. 4569.

10.6.1ST CONSIDERATION OF ORDINANCE NO. 4570 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2024 DELINQUENT SPECIAL ASSESSMENTS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4570 on first consideration.

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent special assessments. Following adoption of the ordinance, the City Recorder provides the City Attorney with a certified list of delinquent 2024 special assessments. Upon receipt of said list, the City Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent special assessments.

ATTACHMENTS: Staff Report Ordinance No. 4570, Ordinance No. 4570.

10.7.1ST CONSIDERATION OF ORDINANCE NO. 4571 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, CAPITAL PROJECTS, AND GRANTS FUNDS AND ESTABLISH THE DATE OF DECEMBER 11, 2025 AS THE DATE OF PUBLIC HEARING - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4571 on first consideration and establish the date of December 11, 2025 as the date of Public Hearing.

INFORMATION: The proposed ordinance is the second amendment to the FY 2026 Appropriation Ordinance, impacting the General, Capital Projects, and Grants Funds.

Within this budget amendment, the following items are included:

- Reappropriate and carry forward street paving funds (\$29,192) from FY 2025,
- Budget reappropriation of Fire Station No. 1 owner expenses totaling \$30,000 in Capital Projects,
- Budget FY2026 THSO Grant funds totaling \$28,442 in Grants Fund.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2026 by \$87,635 to \$182,408,626.

ATTACHMENTS: Staff Report Ordinance No. 4571, Ordinance No. 4571, Ordinance No. 4571 Supporting Documents, Ordinance No. 4571 Budget Summary.

10.8.1ST CONSIDERATION OF ORDINANCE NO. 4572 - AN ORDINANCE AMENDING ORDINANCE NO. 3761 AS PREVIOUSLY AMENDED BY ORDINANCE NUMBERS 3815, 3884, AND 3917 AS IT PERTAINS TO POST-65 SUPPLEMENTAL HEALTHCARE INSURANCE BENEFITS FOR EMPLOYEES HIRED AFTER JUNE 30, 2012 - CITY ATTORNEY'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4572 on first consideration.

INFORMATION: Employees under the old "Rule of Eighty" retirement plan have an additional benefit regarding retiree health/pharmaceutical insurance.

They enjoy being able to enroll in the City's retiree supplemental plan to Medicare Plan A/B and Plan D (pharmaceutical). It is at no cost to the retiree. Spouses are not included. This is a fully insured supplemental plan (Atena) and not part of the City's self-insured health plan.

To be currently eligible for the supplemental plan an employee must:

- Be under the old pension plan.
- Be at least 65 years old.
- Have five years continuous service up to age 65 or beyond; and
- They must be enrolled in the city's self-insured health plan for at least one year leading up to retirement.

Staff has reviewed this and would like to recommend the benefit be extended to all City employees. The eligibility would be based on the same criteria mentioned above.

If this had been in place the last 5 years, 6 employees would have been eligible to enroll. Staff has discussed this with Aetna representatives, and they have indicated there would be no increase to the premium.

This would correct an inequity in employee benefits and help with employee retainage.

This was mentioned to the Trustees Board at their October meeting and there were no objections.

ATTACHMENTS: Staff Report Ordinance No. 4572, Ordinance No. 4572.

11 PUBLIC COMMENT.

12 OTHER BUSINESS.

12.1. RESOLUTION NO. 25-70 - A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR PROPERTY TAX MAP 73 PARCEL 17.02, LOCATED OFF LASEA ROAD, INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 5. - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-70.

INFORMATION: The applicant is requesting to annex the 12 acre tract of property with a Plan of Services and zone it to CD-3 (Neighborhood Character District). The concept plan reflects future development of 31 single family lots. The Planning Commission reviewed this request and recommended approval by a vote of five to one at the September 10, 2025 meeting.

ATTACHMENTS: Staff Report Resolution No. 25-70, Resolution No. 25-70, Resolution No. 25-70 Exhibit A, Resolution No. 25-70 Exhibit B, Resolution No. 25-70 Exhibit C, Resolution No. 25-70 Plan of Services, Resolution No. 25-70 Concept Plan, DS Staff Report.

13 EXECUTIVE SESSION.

14 ADJOURNMENT.

15 UPCOMING EVENTS.

15.1. ANNUAL EMPLOYEE CHRISTMAS LUNCHEON - WEDNESDAY, DECEMBER 10, 2025, MAIN FIRE STATION, 11:00 A.M. - 1:00 P.M.

15.2. NOVEMBER FIRST FRIDAYS RESCHEDULED TO SATURDAY, NOVEMBER 8, 2025, DOWNTOWN, 5:00 P.M. -8:00 P.M. WITH THE CHRISTMAS TREE LIGHTING AT 6:30 P.M.

15.3. VETERAN'S PARADE - TUESDAY, NOVEMBER 11, 2025, DOWNTOWN, 11:00 A.M.



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 RESOLUTION NO. 25-70 - A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR PROPERTY AT TAX MAP 73 PARCEL 17.02, LOCATED OFF LASEA ROAD, INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 5.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting to annex the 12 acre tract of property with a Plan of Services and zone it to CD-3 (Neighborhood Character District). The concept plan reflects future development of 31 single family lots. The Planning Commission reviewed this request and recommended approval by a vote of five to one at the September 10, 2025 meeting. The required notice of Public Hearing was advertised October 15, 2025 in Main Street Maury.

CERTIFICATION: N/A

ATTACHMENTS: Resolution No. 25-70 PH Staff Report; Resolution 25-70; Exhibit A; Exhibit B; Exhibit C; Concept Plan; DS Staff Report; Plan of Services.

**A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR
PROPERTY TAX MAP 73 PARCEL 17.02, LOCATED OFF LASEA ROAD, INTO
THE CITY OF COLUMBIA, TENNESSEE.**

WHEREAS, pursuant to the authority of Tennessee Code Annotated Section §6-51-1 et.seq., the City of Columbia has the power to annex property into such City when petitioned by the owner; and

WHEREAS, the property owner(s) have requested and petitioned the City Council of the City of Columbia to annex into the City of Columbia as illustrated in Exhibit "B" which is attached hereto and incorporated herein by reference; and

WHEREAS, it appears to the City Council of the City of Columbia that the prosperity of the City of Columbia and the property described in Exhibit "A" attached hereto and incorporated herein by reference will be materially retarded and the safety and welfare of the inhabitants and property endangered unless said property is annexed.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY OF COLUMBIA:

Section 1. The City of Columbia hereby annexes into the City of Columbia, Tennessee and incorporates within the boundaries thereof, property at Tax Map 73 Parcel 17.02, located off Lasea Road, lying between the present corporate limits and the new corporate limits. A location map depicting the proposed annexation area is identified as Exhibit "C" and is attached hereto and incorporated herein by reference; and

Section 2. This Resolution was passed after a public hearing relative to this proposed annexation held by the Mayor and City Council of the City of Columbia, at the City Hall at 5:30 p.m. on the 13th day of November 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) days or more before said hearing. The Columbia Municipal Planning Commission recommended approval for the said annexation on the 10th day of September, 2025; and

Section 3. It appearing to the City Council of the City of Columbia, Tennessee, that in accordance with Tennessee Code Annotated, Section §6-51-102, a Plan of Services

RESOLUTION 25-70

Page 1 of 2

is required for the territory to be annexed. The City Council of the City of Columbia hereby approves and adopts the attached Plan of Services for the above described property on the 13th day of November, 2025, following a duly advertised public hearing, setting forth the identification and projected timing of municipal services to be extended in the above described area to be annexed. It further appearing that said Plan of Services as adopted by the City Council of the City of Columbia was previously submitted to the Columbia Municipal Planning Commission which studied said Plan of Services and rendered a written report to the City Council of the City of Columbia on the 10th day of September, 2025; and

Section 4. This Resolution shall become effective thirty (30) days after its passage.

Section 5. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed; and

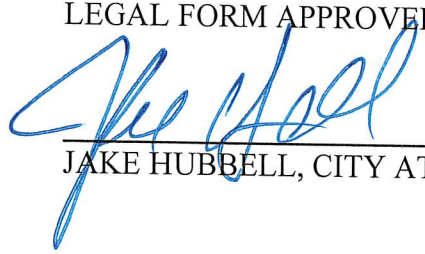
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE THIS 13th DAY OF NOVEMBER, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

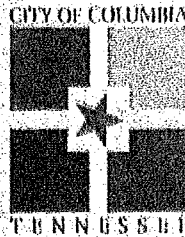
ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY



DEVELOPMENT SERVICES

I, Mike Sparks being the sole owner of the Lace Rd Property more particularly described as 17.02 on Plat of Record in Plat Book 2963 Page 1406 in the Maury County Register of Deeds office, do hereby, formally, request that the City of Columbia, Tennessee annex such property into such City.

Mike Sparks
Print Name

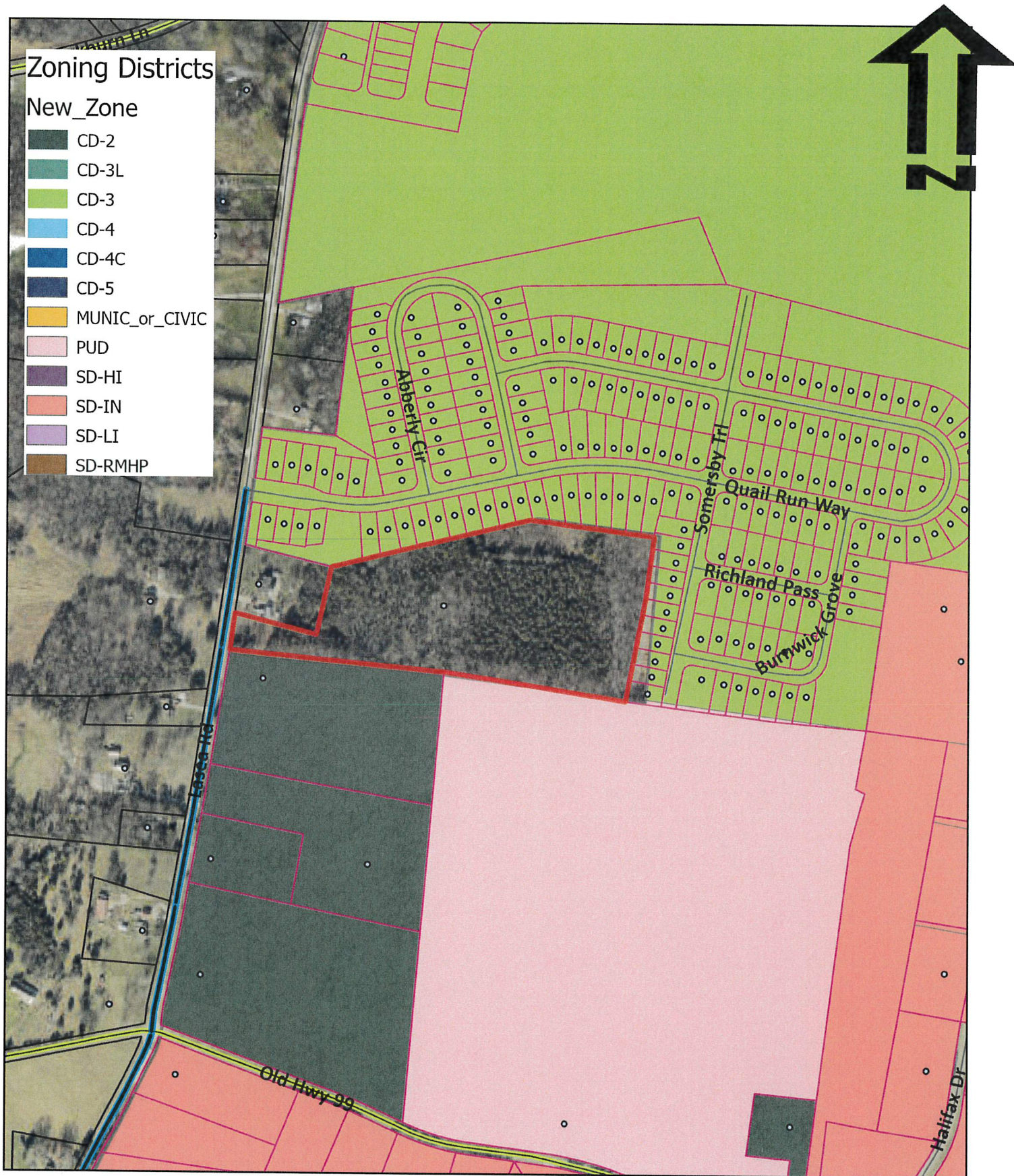
10/10/2025
Date

[Signature]
Signature

STAFF USE ONLY

Docket Number:

Requested Agenda:

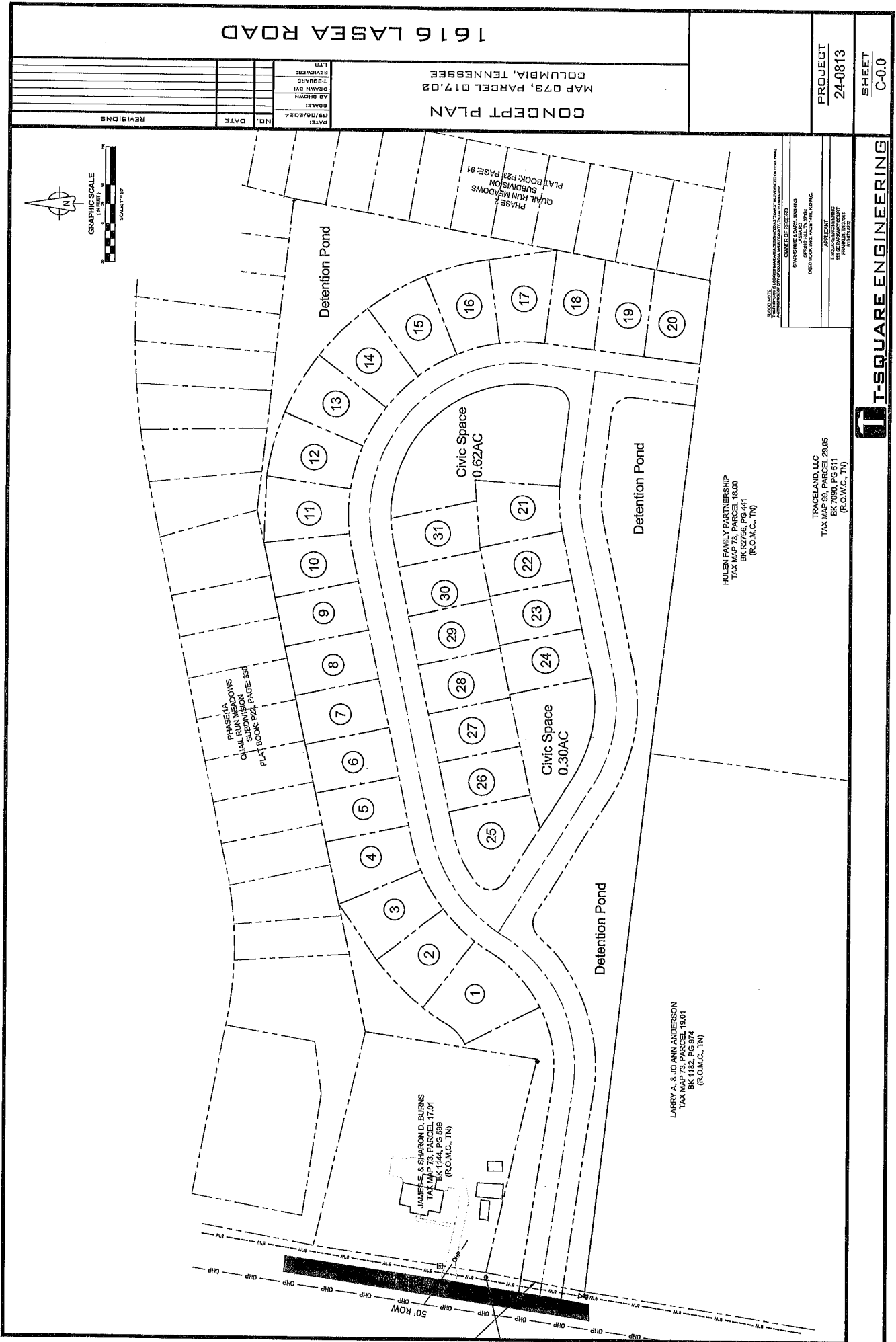


Resolution No. 25-70 - Exhibit C

Lasea Road
Tax Map 73 Parcel 17.02

Development Services
700 N. Garden St.
(931) 560-1560
www.columbiatn.gov





PLAN OF SERVICES

FOR ANNEXATION & REZONING

Lasea Road PROPERTY

+/-12.4 ACRES,

BEING

TAX MAP 73 PARCEL 017.02

(25-0275)

A. Water

A water availability letter was issued on July 21, 2025, it remains valid for 120 days. The availability of capacity to serve is based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application. Any off-site improvements detailed in the availability letter are the responsibility of the developer/owner. All public water system improvements are subject to the preparation and approval of detailed construction plans prepared in accordance with CPWS and Tennessee Department of Environment and Conservation requirements.”

B. Sewer

All sewer improvements including but not limited to off-site improvements, on-site improvements, and pump station and equipment installation shall be completed and functioning to the satisfaction of the Director of the Wastewater Department prior to the filing of any Final Plat with the City of Columbia Municipal Planning Commission, unless specific approval is granted by the Director and a surety of sufficient amount is provided. Note: Pump stations will require a building permit and all other required permits from additional entities. All inspections must be completed and certificates of completion granted before Council Agenda Deadline. Please contact the Wastewater Department for standard design details and equipment.

C. Police

The jurisdiction of the Columbia Police Department will be extended to the areas annexed immediately upon the effective date of annexation.

D. Fire and Rescue

1. The City of Columbia Fire & Rescue Department provides an array of services to the citizens and visitors of the City of Columbia. These services include but may not be limited to non-emergency services such as fire prevention and codes enforcement, pre-incident planning, public education programs, smoke alarm check/replacement, and emergency services such as fire suppression, heavy rescue, emergency medical first response, and hazardous materials response. The City of Columbia Fire Department currently holds an Insurance Service Organization (ISO) Class 1 rating.

Columbia Fire & Rescue strives to provide all services in a timely, courteous, and professional manner. Due to the nature of emergency services, we strive to arrive at the incident scene as quickly as possible but without posing additional dangers to the residents/visitors we meet while responding to your location.

Infrastructure:

The infrastructure put in place is like the foundation of your development. If the infrastructure is designed and constructed with the present needs and future plans in mind, your development will be prepared for the future.

Water:

Columbia Fire & Rescue requires that there be sufficient water provided through the municipal water system to meet the needed fire flow requirements for your facility. These flows are calculated by the Fire Marshal. These flows are based on many factors dealing with your buildings' construction type, fire load in the building, square footages, and etc. If you install fire sprinkler systems in your facilities, Columbia Fire & Rescue can drastically reduce fire flow requirements.

Roadway and Bridges: Columbia Fire & Rescue serves the residents and visitors of our jurisdiction by utilizing highly trained firefighters and modern fire apparatus. A minimum response to a structure fire in your development will be four fire apparatus. One of the fire apparatus that will respond to your development will be a ladder truck with a gross vehicle weight rating of approximately 80,000 pounds. Roadways and bridges must be designed and constructed not only with light vehicle traffic in mind but with the emergency service vehicles that will be servicing your development.

Damage Free Property Access: Columbia Fire & Rescue requires all gates automatic or manual that will be or may be locked to be equipped with Knox Rapid Entry system. You can research this product at www.knoxbox.com or your gate vendor will be familiar with the product. Our department would also

be happy to work with you to find what Knox Rapid Entry product is best suited for your application.

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Emergency Response to Your Location: The proposed annex will be located on the Property at Lasea Road Tax Map 73 Parcel 17.02 in Columbia, Tennessee. This location is approximately 4.8 miles from Fire Station #3 located at 705 Firefighters Dr., 9.5 miles from Columbia Fire Station #1 located at 1000 South Garden St. in downtown Columbia, and 9.1 miles from Fire Station #5 located at 2633 Nashville Highway. These distances are used to calculate an estimated response time to your development for the different levels of emergency response that may be needed at your facilities.

Medical Emergency Response: Columbia Fire & Rescue normally responds a minimum of one fire apparatus from Station #3 to service your location for a medical emergency. From the time you dial 911 until the fire department will arrive at your location will be within 4.50 minutes. Should your property experience a mass casualty incident where additional fire apparatus/firefighters would need to respond, then Fire Station #3 could send an additional unit and arrive on-scene within 4.50 minutes of your 911 call.

Fire Incident Response: Columbia Fire & Rescue recommends a multi-faceted fire suppression approach. First, future homes should be constructed to meet or exceed all applicable fire and life safety codes. Secondly, even if not required by building, fire, or life safety codes, we encourage the installation and use of fire sprinkles in future homes. Columbia Fire & Rescue's normal fire incident response to a single family residential development is three fire apparatus with a minimum 15 firefighters and 1 Chief Officer. Response times will be similar to the times estimated in the emergency medical response section. Your first fire apparatus should be on-scene within approximately 4.50 minutes, the second fire apparatus should be on-scene within 4.50 minutes, and the third/fourth apparatus should be on-scene within 9.50 minutes. Columbia Fire & Rescue also has an automatic aid agreement and you would also receive a response from Mount Pleasant Fire Department within 12.00 minutes. Due to OSHA standards that require at least four firefighters to arrive on-scene prior to initiating an interior

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In summary, the members of the Columbia Fire & Rescue consider it an honor to serve the residents and visitors in our community each and every day. When an emergency occurs, time is our worst enemy. Columbia firefighters train to reduce every second while not posing any additional undue risk to firefighters and/or the public when responding to or working at an emergency incident. The times estimated in the referenced examples are a combination of averages and estimations. Our department has very little data to support incident responses to your location. The time estimations are based on the fire companies being at their regular station, time it takes for Maury 911 to process a 911 call, the time it takes for Columbia firefighters to board the apparatus and leave the station, and the travel time from the station to your location is an estimate based on road miles, probable traffic conditions, and road conditions. You can see by the examples referenced above that it will take time for Columbia Fire & Rescue to receive your call for help and then respond to your location. The roadways have considerable driveway/cross street connections, hills, curves, and reduced speed zones that contribute to a long response time for fire apparatus to arrive.

E. Development Services

1. The planning and zoning jurisdiction of the City will extend to the annexed areas immediately upon the effective date of the annexation.
2. The property shall be zoned CD-3 (Neighborhood Character District) and upon the effective date of the annexation.
3. The code administration jurisdiction of the City will extend to the annexed areas immediately upon the effective date of the annexation.
4. Upon the effective date of annexation, all development will be required to abide by the Columbia Zoning Ordinance.

F. Streets

1. Upon acceptance by City Council and all warranties have expired; all streets and drainage systems will be maintained by Public Works. Service will include street sweeping, catch basin cleaning, street repair and snow removal drainage maintenance, and sidewalk repair.
2. Upon acceptance by City Council, all approved street signs will be maintained by Public Works.

G. Parks and Recreation

Residents of the annexed areas may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present City will be followed in expanding the recreational program and facilities in the enlarged City.

H. Refuse Collection

Single family homes will receive City of Columbia trashcan service. Residential customers will be issued one 96-gallon garbage receptacle with the option to purchase up to two additional garbage receptacles. The Sanitation Department will provide weekly curbside garbage collection. Bi-weekly curbside recycling will be offered on a subscription basis. Brush collection will be provided on a bi-weekly basis. Residents are allotted three free bulk item pickups per year.

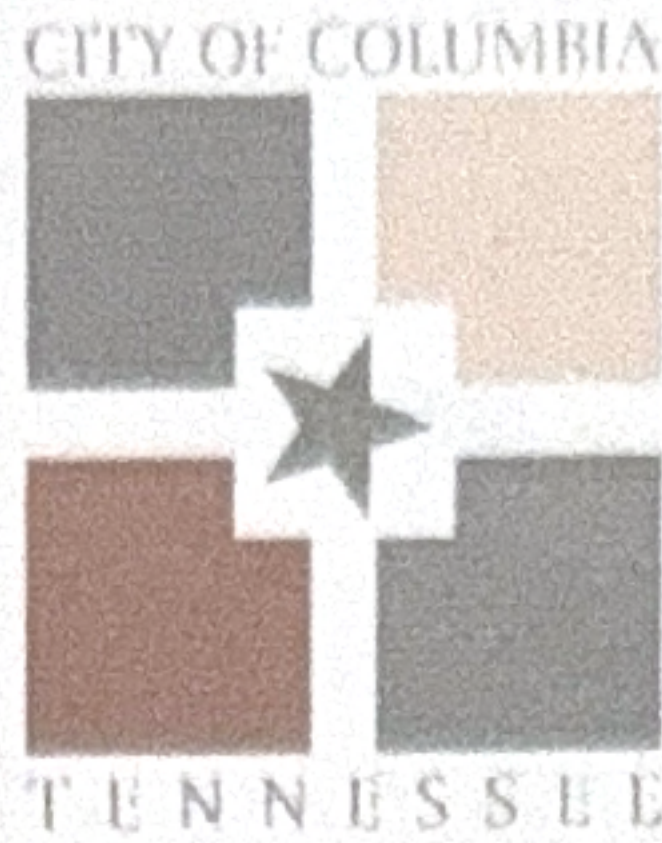
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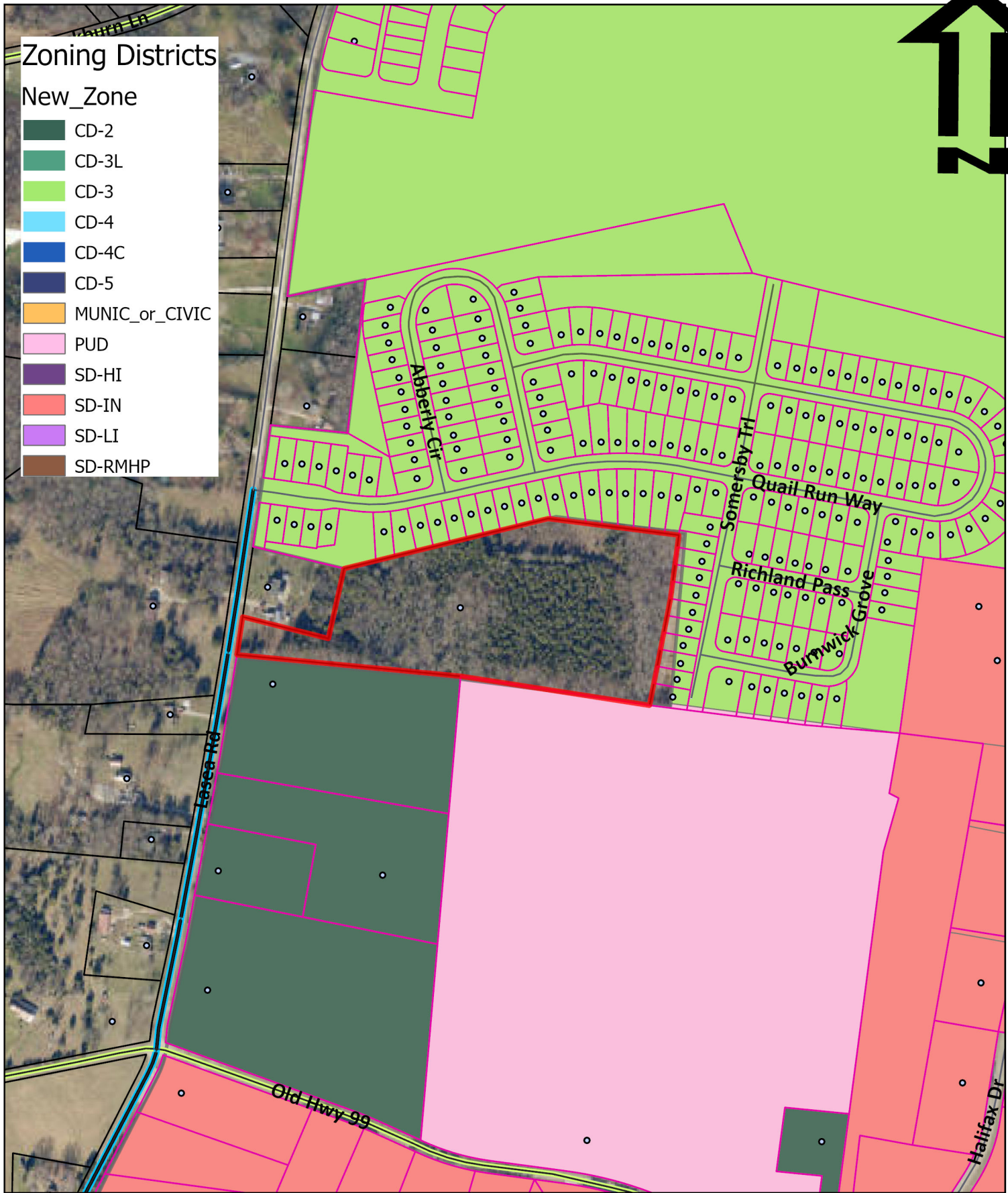
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[Signature]
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STAFF USE ONLY

Docket Number:

Requested Agenda:



Resolution No. 25-70 - Exhibit C

Lasea Road
Tax Map 73 Parcel 17.02

Development Services
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www.columbiatn.gov



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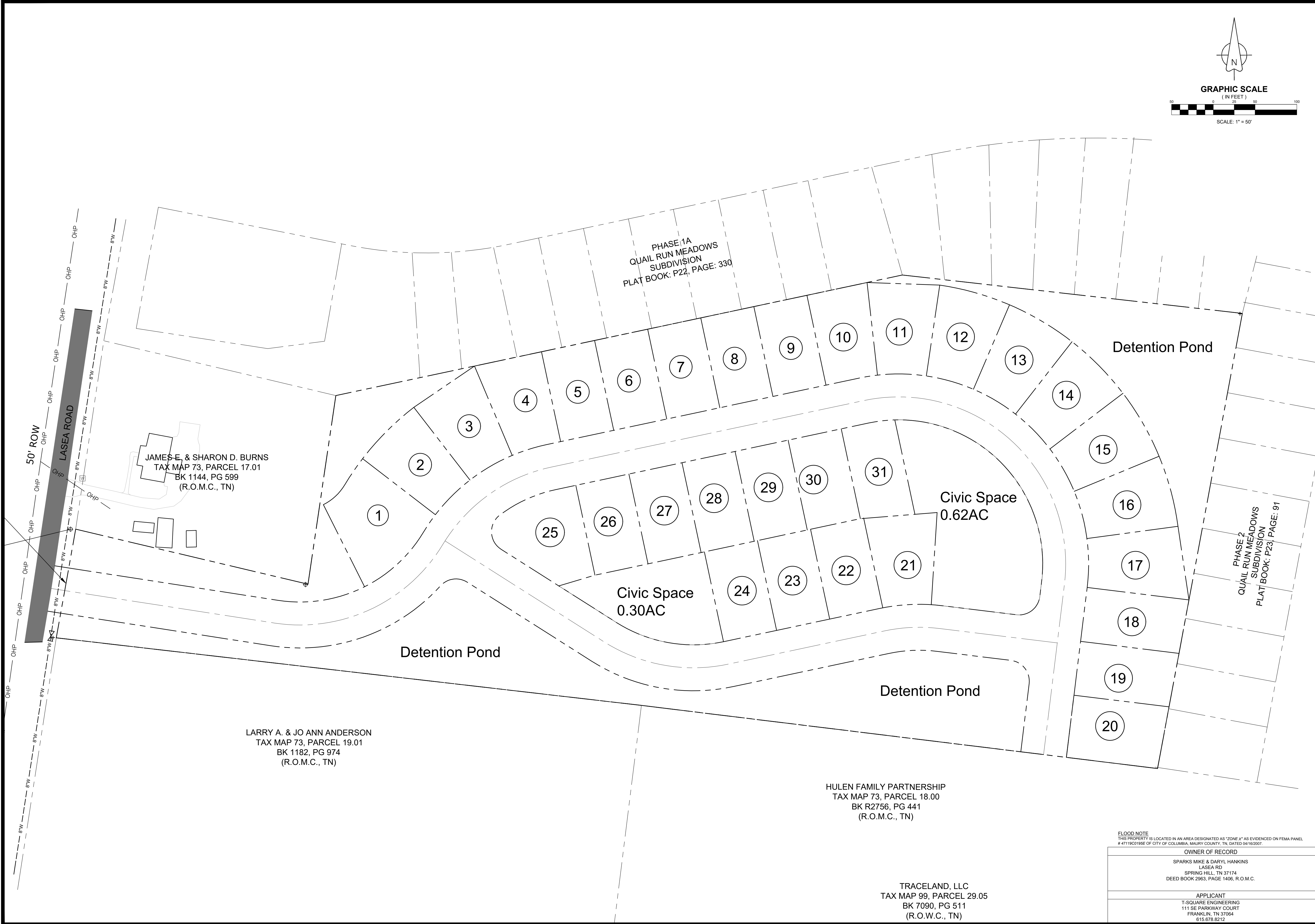
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REVISIONS	
NO.	DATE
DATE: 09/06/2024	
SCALE:	AS SHOWN
DRAWN BY:	T-SQUARE
REVIEWER:	LTS
CONCEPT PLAN	
MAP 073, PARCEL 017.02	
COLUMBIA, TENNESSEE	
PROJECT	
24-0813	
SHEET	
C-0.0	

1616 LASEA ROAD

FLOOD NOTE
THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS "ZONE X" AS EVIDENCED ON FEMA PANEL # 4711PC0195E OF CITY OF COLUMBIA, MAURY COUNTY, TN, DATED 04/16/2007.
OWNER OF RECORD
SPARKS MIKE & DARYL HANKINS
LASEA RD
SPRING HILL, TN 37174
DEED BOOK 2963, PAGE 1406, R.O.M.C.
APPLICANT
T-SQUARE ENGINEERING
111 SE PARKWAY COURT
FRANKLIN, TN 37064
615.678.8212

1616 Lasea Road Annexation & Rezoning

Project #:	25-0275	Location:	Tax Map 73 Parcel 017.02
Applicant:	Louis Sloyan	Case Type(s):	Annexation & Rezoning
Staff Planner:	Charles Rush	Proposed Use:	Residential

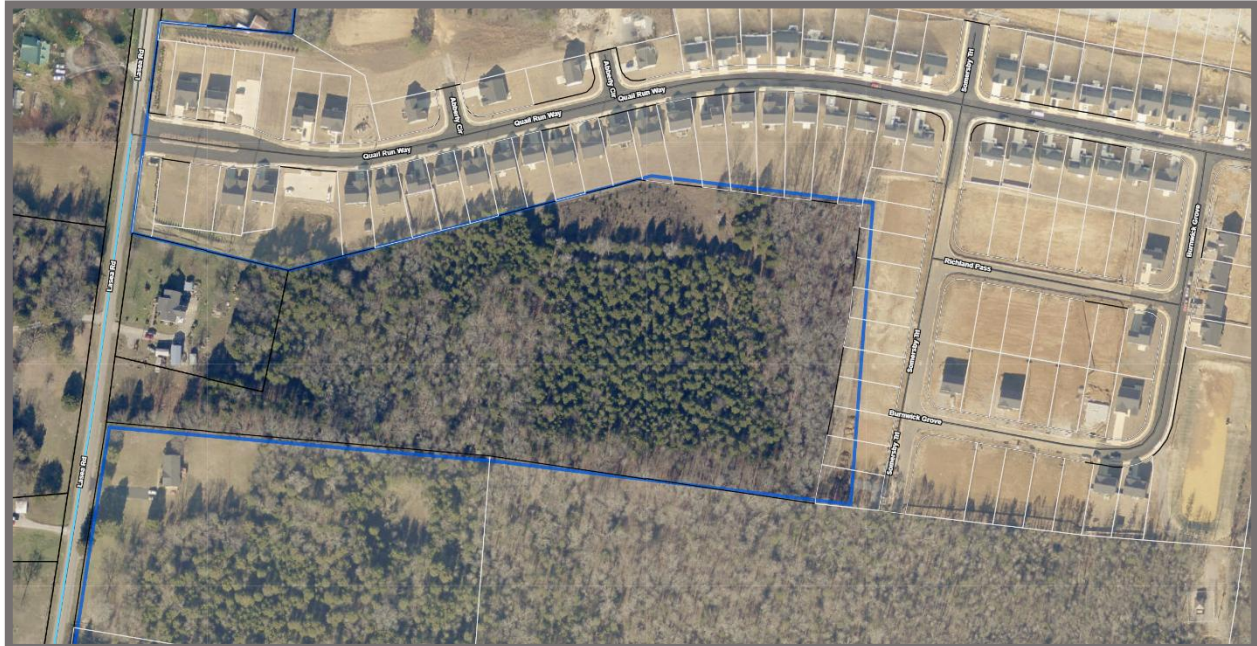
PROJECT SUMMARY

The applicant requests annexation with a plan of services for 12.4 acres located on Lasea Road (just north of the I-65 Bear Creek Pike exit). With this annexation request, a zoning of CD-3 has been requested.

- The subject site is located on the north-west side of the Bear Creek Pike/I-65 exit.
- The subject property is adjacent to the city limits both north and south. Immediately adjacent to the Quail Run Meadows Subdivision.
- The Development Review Committee (DRC) evaluated this application at its August 2025 meeting with comments associated with the request.
- A conditional water availability letter has been issued by CPWS. The letter noted the following: the current CPWS system is only able to support a fire flow up to 850 gpm within the development until a (planned) water main connection on Blackburn Road at Clara Mathis Road, then the system will be able to support fire flows above 1,000 gpm at this development project location. The timing of the water system improvements on Blackburn Road is not known, but a rough estimate is within the next 2 years. If sprinkler systems are requested or required, separate fire meters with backflow devices will be required to serve the proposed project.
- A concept plan, which was submitted, indicates 31 total lots. This concept plan is non-binding.
- The proposed development is consistent with the future land use map (located in Connect Columbia) and is labeled as being Suburban Neighborhoods (SN). SN indicates which Character Districts align with this development pattern. CD-3 is permitted within the SN designation.
- 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.
- 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
County	Vacant	Residential	+/- 12.4 acres



FUTURE LAND USE MAP

ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES

	Future Land Use	Zoning	Current Use
Subject Property	Suburban Neighborhood	County	Vacant
North	Suburban Neighborhood	CD-3	Single-Family Residential
South	City Center & Urban Village	CD-2	Single-Family Residential
East	City Center & Urban Village	Civic	Vacant
West	Rural Transitions	County	Single Family Residential/Vacant

CONSISTENCY WITH CONNECT COLUMBIA

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

Suburban Neighborhoods

Character & Intent

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

Land Use Considerations

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



Form & Pattern

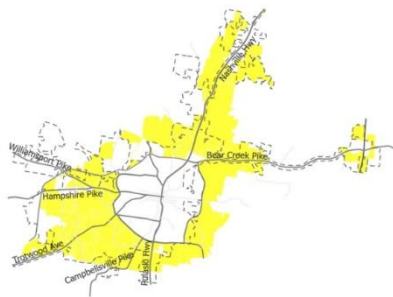
The SN future land use area is characterized by the organization of the built environment to extend a succession of large-lot neighborhoods and compact walkable neighborhoods. Development parcels extend established neighborhood patterns. Leap-frogging development is inappropriate. The SN future land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

Implementing Districts

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

Implementing Standards

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





Land Use: A Guide for Orderly & Beneficial Growth | 36

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 concept plan indicates that the property can be developed within the Character Neighborhood District (CD-3).

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

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

- **Engineering:** Provide ROW/roadway connection to south and north properties (17.01 & 19.01).
- **Planning:** No Comments.
- **Fire Marshal:** No comments.
- **Columbia Water:** The availability of capacity to serve is based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application. Any off-site improvements detailed in the availability letter are the responsibility of the developer/owner. All public water system improvements are subject to the preparation and approval of detailed construction plans prepared in accordance with CPWS and Tennessee Department of Environment and Conservation requirements.
- **Wastewater:** No comments

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its August 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 school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.*

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:

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.**

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.

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PUBLIC HEARINGS

Item 1. - PUBLIC HEARING ON ORDINANCE NO. 4561 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544, PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, SANITATION, CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS

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

There being no one present to speak on the Public Hearing for Ordinance No. 4561, Council Member McCullen moved to close the Public Hearing. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 2. - PUBLIC HEARING ON ORDINANCE NO. 4562 - AN ORDINANCE CONVERTING FLOW OF TRAFFIC ON SOUTH GARDEN STREET TO ONE-WAY TRAVEL FROM W 11TH STREET TO DEPOT STREET

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

There being no one present to speak on the Public Hearing for Ordinance No. 4562, Council Member Huffman moved to close the Public Hearing. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 3. - PUBLIC HEARING ON ORDINANCE NO. 4563 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ADOPTING THE WATERS EDGE AT TAYLOR LANDING PRELIMINARY PUD MASTER PLAN FOR TAX MAP 90 PARCEL 7.12, LOCATED OFF RIVER ROAD AND TAYLOR BEND - WARD 3

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

There being no one present to speak on the Public Hearing for Ordinance No. 4563, and after discussion amongst Council, Council Member McCullen moved to close the Public Hearing. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 4. - PUBLIC HEARING ON ORDINANCE NO. 4564 - 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. 25-70, LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL 17.02 TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 5

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

There being no one present to speak on the Public Hearing for Ordinance No. 4564, Council Member Huffman moved to close the Public Hearing. Council Member McCullen seconded the motion.

All Council Members present voted aye.

Item 5. - PUBLIC HEARING ON ORDINANCE NO. 4566 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY REPEALING AND DELETING TITLE 12, CHAPTER 1, SECTIONS 12-101, 12-102, AND 12-103, PERTAINING TO THE BUILDING CODE AND ADOPTING NEW SECTIONS 12-101, 12-102 AND 12-103 - CITYWIDE

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

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were absent.

There being no one present to speak on the Public Hearing for Ordinance No. 4566, Council Member McKelvy moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CALL TO ORDER/ROLL CALL

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

INVOCATION BY CHRIS BROWN OF THE WELL CHURCH

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Vice Mayor McBroom.

APPROVAL OF AGENDA

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

All Council Members present voted aye.

PRESENTATIONS

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE MINUTES OF THE SEPTEMBER 11, 2025 CITY COUNCIL MEETING**

Council Member Marshall moved to approve the minutes of the September 11, 2025, City Council Meeting. Council Member McCullen seconded the motion.

All Council Members present voted aye.

Item 6.2. - **APPROVE THE APPOINTMENT OF MELINDA MCKOWN TO THE CITY OF COLUMBIA ARTS COUNCIL FOR AN UNEXPIRED TERM ENDING ON JANUARY 12, 2026**

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Council Member Marshall moved to approve the appointment of Melinda McKown to the Columbia Arts Council. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 6.3. - APPROVE THE APPOINTMENT OF JOANNA KICA TO THE CITY OF COLUMBIA ARTS COUNCIL FOR AN UNEXPIRED TERM ENDING ON DECEMBER 14, 2026

Council Member Marshall moved to approve the appointment of Joanna Kicca to the Columbia Arts Council. Council Member Secrest seconded the motion.

All Council Members present voted aye.

Item 6.4. - APPROVE THE APPOINTMENT OF MARY MULLINS TO THE CITY OF COLUMBIA ARTS COUNCIL FOR AN UNEXPIRED TERM ENDING ON JUNE 12, 2028

Council Member Marshall moved to approve the appointment of Marry Mullins to the Columbia Arts Council. Council Member McCullen seconded the motion.

All Council Members present voted aye.

Item 6.5. - APPROVE THE RATIFICATION OF RETIREMENT BENEFITS FOR DANNY ALLEN, SANITATION OPERATOR II, PUBLIC WORKS

Council Member McKelvy moved to approve the ratification of retire benefits for Danny Allen. Council Member Marshall seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

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

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

Item 7.1. - APPROVE DISBURSEMENTS FOR THE MONTH OF AUGUST 2025 IN THE AMOUNT OF \$9,023,499.62

Item 7.2. - APPROVE THE ANNUAL RENEWAL OF CYBER INSURANCE WITH CFC AND PAYMENT OF PREMIUM TO INSURANCE BROKER IN THE AMOUNT OF \$26,925

Item 7.3. - APPROVE THE CERTIFICATION OF CITY OF COLUMBIA REAL AND PERSONAL PROPERTY TAX ASSESSMENTS FOR THE YEAR 2025

Item 7.4. - APPROVE THE BID AWARD AND THE MAYOR TO SIGN AN AGREEMENT WITH COLUMBIA DODGE FOR THE UPFITTING OF PATROL VEHICLES IN THE AMOUNT OF \$14,260 PER VEHICLE

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Item 7.5. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE MULE TOWN DISC GOLF CLUB FOR THEIR 2025 PROGRAM – WARD 2

Item 7.6. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT IN THE AMOUNT OF \$1,618.20 WITH PREVENTIA SECURITY SOLUTIONS PROVIDER FOR MONTHLY MONITORING OF THE PARKS & RECREATION DEPARTMENT MAINTENANCE BUILDING

Item 7.7. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT WITH TENNESSEE SOUTHERN RAILROAD COMPANY, LLC FOR PRELIMINARY ENGINEERING SERVICES, DEVELOPMENT COST ESTIMATES AND REVIEW PRELIMINARY LAYOUTS IN CONNECTION WITH THE MODIFICATIONS AND GRADE CROSSING WARNING DEVICE MODIFICATIONS FOR THE ACCESS ROAD AT RIDLEY SPORTS COMPLEX IN THE AMOUNT OF \$20,000 - WARD 4

Item 7.8. - APPROVE PAYMENT IN THE AMOUNT OF \$53,735.47 TO WAYPOINT BUSINESS SOLUTIONS FOR THE ANNUAL RENEWAL OF MIMECAST ADVANCED EMAIL PROTECTION AND SECURITY

Item 7.9. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDERS NO.1 AND NO. 2 WITH NICKELL COMPANY FOR THE SOUTH MAIN STREET AND 8TH STREET ROUNDABOUT PROJECT WITH AN INCREASE AMOUNT OF \$17,555.09

Item 7.10. - APPROVE THE PURCHASE OF A 2025 LABRIE AUTOMATED SIDE LOADING RECYCLING TRUCK UTILIZING SOURCEWELL CONTRACT #110223-LEG FOR \$425,199.60

Item 7.11. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 BETWEEN THE CITY OF COLUMBIA AND CUMBERLAND VALLEY CONSTRUCTORS, INC., FOR THE BEAR CREEK SEWAGE PUMPING STATION REPLACEMENT WHICH INCLUDES MODIFICATIONS TO THE VFD'S AND CONTROL PANEL IN THE AMOUNT OF \$27,637.81

Item 7.12. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF COLUMBIA AND CEDARCHEM LLC FOR THE POLYMER SUPPLIER ON NEW DEWATER PORTABLE PRESS. THE 12 MONTH FIXED PRICING PROVIDED IS \$1.70/LB WITH A TOTAL COST OF \$150,000

Item 7.13. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE SEWER SYSTEM IMPROVEMENT AGREEMENT BETWEEN THE CITY OF COLUMBIA AND

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THE DEVELOPER, SDH NASHVILLE, LLC., WITH THE DEVELOPER CONTRIBUTING \$415,000 TO THE SEWER SYSTEM IMPROVEMENTS

ADMINISTRATION

RESOLUTIONS

Item 9.1. - **RESOLUTION NO. 25-68 – TAX CORRECTIONS**

Council Member Marshall moved to approve Resolution No. 25-68. Council Member Huffman seconded the motion.

All Council Members present voted aye.

Item 9.2. - **RESOLUTION NO. 25-69 - A RESOLUTION ACCEPTING A DONATION OF FOUR (4) METAL SIGNS WITH FIREFIGHTERS PARK LOGO VALUED AT \$302.25 DESIGNATED FOR TRASHCANS IN FIREFIGHTERS PARK**

Council Member McKelvy moved to approve Resolution No. 25-69. Council Member McCullen seconded the motion.

All Council Members present voted aye.

Item 9.3. - **RESOLUTION NO. 25-71 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS SERVING TAYLOR LANDING SUBDIVISION, PHASE 2, FOR OWNERSHIP AND MAINTENANCE**

City Engineer Glenn Harper advised that the punchlist items had been addressed and this is ready for acceptance by the City. He said the only items that are ongoing are maintenance, such as mowing, and the HOA is responsible for rift rock that was washed away from heavy rain for Phase 1.

Council Member Marshall moved to approve Resolution No. 25-71. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 9.4. - **RESOLUTION NO. 25-72 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS SERVING TAYLOR LANDING SUBDIVISION, PHASE 4A, FOR OWNERSHIP AND MAINTENANCE**

Council Member Huffman moved to approve Resolution No. 25-72. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 9.5. - **RESOLUTION NO. 25-73 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS SERVING TAYLOR LANDING SUBDIVISION, PHASE 4B, FOR OWNERSHIP AND MAINTENANCE**

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Council Member McKelvy moved to approve Resolution No. 25-73. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.6. - RESOLUTION NO. 25-74 - A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE TENNESSEE HIGHWAY SAFETY OFFICE 2026 HIGHWAY SAFETY GRANT FOR \$28,442.32 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT

Vice Mayor McBroom thanked the Police Department for their work on this grant.

Council Member McCullen moved to approve Resolution No. 25-74. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.7. - RESOLUTION NO. 25-75- A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE 2026 BLUECROSS HEALTHY PLACE GRANT FOR \$2,400,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT

Details regarding this grant were given by Parks and Recreation Director Mack Reagan.

Council Member Marshall moved to approve Resolution No. 25-75. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 9.8. - RESOLUTION NO. 25-76 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING COLUMBIA COMMONS

Council Member McKelvy moved to approve Resolution No. 25-76. Council Member Marshall seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - 2ND 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

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Council Member Huffman moved to approve Ordinance No. 4559 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.2. - 2ND 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

Council Member Marshall moved to approve Ordinance No. 4560 on second consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 10.3. - 2ND CONSIDERATION OF ORDINANCE NO. 4561 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544 AS AMENDED PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, SANITATION, CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS

Council Member McKelvy moved to approve Ordinance No. 4561 (As Amended) on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.4. - 1ST CONSIDERATION FOR ORDINANCE NO. 4562 - AN ORDINANCE CONVERTING FLOW OF TRAFFIC ON SOUTH GARDEN STREET TO ONE-WAY TRAVEL FROM W 11TH STREET TO DEPOT STREET

Council Member McCullen moved to approve Ordinance No. 4562 on first consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.5. - 1ST CONSIDERATION ON ORDINANCE NO. 4563 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ADOPTING THE WATERS EDGE AT TAYLOR LANDING PRELIMINARY PUD MASTER PLAN FOR TAX MAP 90 PARCEL 7.12, LOCATED OFF RIVER ROAD AND TAYLOR BEND - WARD 3

Development Services Director Paul Keltner went over the details on this item. The Developer gave a brief presentation to Council.

Council Member Marshall moved to approve Ordinance No. 4563 on first consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye, with the exception of Council Members Huffman and Secrest who voted no and Council Member McCullen and Vice Mayor McBroom who abstained from the vote. Ordinance No. 4563 failed.

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Item 10.6. - 1ST CONSIDERATION OF ORDINANCE NO. 4564 - 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. 25-70, LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL 17.02 TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT)-WARD 5

Some questions from Council were answered by Development Services Director Paul Keltner.

After some discussion, Council Member Marshall moved to approve Ordinance No. 4564 on first consideration. Council Member McCullen seconded the motion.

All Council Members voted aye, with the exception of Council Member Huffman and Council Member McKelvy who voted no. Ordinance No. 4564 passed on first consideration.

Item 10.7. - 1ST CONSIDERATION ON ORDINANCE NO. 4566 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY REPEALING AND DELETING TITLE 12, CHAPTER 1, SECTIONS 12-101, 12-102, AND 12-103, PERTAINING TO THE BUILDING CODE AND ADOPTING NEW SECTIONS 12-101, 12-102 AND 12-103 - CITYWIDE

Council Member Marshall moved to approve Ordinance No. 4566 on first consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Council Member McKelvy moved to adjourn the meeting. Council Member Marshall seconded the motion. All members present voted aye. The meeting adjourned at 6:26 PM.

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING SEPTEMBER 30, 2025

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	4,396,461.58	148,463.07	1,699,632.92	2,548,365.59
Sanitation Fund	181,308.90	7,823.77	92,661.73	80,823.40
Wastewater Fund	3,017,013.86	19,837.81	205,052.73	2,792,123.32
Street & Transportation Fund				-
State Street Aid	1,840,427.90	-		1,840,427.90
Drug Fund	85.00			85.00
Debt Service Fund				-
Capital Projects Fund	226,118.37	226.00		225,892.37
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	207,250.93	24,946.68		182,304.25
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board	796,070.55			796,070.55
Grant Fund	153,296.10			153,296.10
	\$ 10,818,033.19	\$ 201,297.33	\$ 1,997,347.38	\$ 8,619,388.48

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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POOLED CASH CHECK LISTING

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204550	9/4/2025	ACE HARDWARE	105.97
204551	9/4/2025	Applied Industrial Technologies	27.51
204552	9/4/2025	AQUAPHASE	365.00
204553	9/4/2025	AT&T	1,351.20
204554	9/4/2025	BEST CLEANERS OF COLUMBIA, LLC	1,300.83
204555	9/4/2025	C & C Bucket Truck and Tree Service	4,690.00
204556	9/4/2025	Cedarchem Llc	7,913.14
204557	9/4/2025	CHARTER COMMUNICATIONS	1,099.00
204558	9/4/2025	Christopher Cummins	114.89
204559	9/4/2025	Cintas Corporation #241	131.10
204560	9/4/2025	Columbia Firefighter Assn	397.50
204561	9/4/2025	Columbia Oil Company Inc	6,069.94
204562	9/4/2025	COLUMBIA POWER & WATER SYSTEMS	41.64
204563	9/4/2025	COLUMBIA POWER & WATER SYSTEMS	12,172.51
204564	9/4/2025	Guthrie Sales & Service Inc	668.00
204565	9/4/2025	HAWKINS & PRICE, LLC	126,169.27
204566	9/4/2025	HITOUCH BUSINESS SERVICES LLC	4,410.51
204567	9/4/2025	J & M Supply Solutions	532.73
204568	9/4/2025	Jim's Auto Accessories Inc	195.61
204569	9/4/2025	Leadership Maury	1,000.00
204570	9/4/2025	Lee Company	7,912.00
204571	9/4/2025	MAIN STREET MEDIA OF TN	2,159.23
204572	9/4/2025	Marshall County Solid Waste and Recycling	1,792.05
204573	9/4/2025	Maury Co United Way	662.00
204574	9/4/2025	Morgan Brothers Electric Inc	1,193.77
204575	9/4/2025	Motorola Solutions Inc	2,263.60
204576	9/4/2025	MX-SPORT GRAFIX & AWARDS LLC	2,379.75
204577	9/4/2025	Preventia Security	195.00
204578	9/4/2025	Robert J Young Company LLC	260.88
204579	9/4/2025	Servant Fire Protection	1,305.50
204580	9/4/2025	SRM Concrete	1,183.00
204581	9/4/2025	State Of TN Attn: Lily White	185.25
204582	9/4/2025	State Systems, LLC	600.00
204583	9/4/2025	Temple Inc	6,067.00
204584	9/4/2025	Tn Dept Of Revenue	413.11
204585	9/4/2025	TRUE OMNI LLC	2,600.00
204586	9/4/2025	Uline	479.25
204587	9/4/2025	United Waste Haulers Of TN LLC	331.52
204588	9/4/2025	Volunteer Paving LLC	1,815,466.66
204589	9/4/2025	Volunteer Welding Supply, Inc.	43.20
204590	9/4/2025	Vulcan Materials Co	634.44
204591	9/4/2025	WASTEBUILT ENVIRONMENTAL SOLUTIONS, LLC	437.70
204592	9/4/2025	WAVETRONIX, LLC	177,600.00
204593	9/4/2025	Waynes Pest Control	175.00
204594	9/4/2025	Wells Fargo Financial Leasing, Inc	267.97
204595	9/4/2025	WILCOLOCAL MEDIA	810.00
204596	9/4/2025	Woodward & Stinson Printing	60.00
204597	9/11/2025	ACE HARDWARE	88.91
204598	9/11/2025	AMER FAMILY LIFE ASSURANCE	40.30
204599	9/11/2025	AT&T	51.20
204600	9/11/2025	Atlantic Pools & Spas	1,904.98
204601	9/11/2025	B's Tees	152.50

**CITY OF COLUMBIA
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POOLED CASH CHECK LISTING

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204602	9/11/2025	Bailey Fitzgerald	525.80
204603	9/11/2025	Best One Tire	3,450.48
204604	9/11/2025	Break Time Services	794.00
204605	9/11/2025	Brookmeade Hardware & Supply	468.39
204606	9/11/2025	CARRIE ANN BELL	150.00
204607	9/11/2025	Cedarchem Llc	11,811.24
204608	9/11/2025	CHARLES BEARDSWORTH	110,650.00
204609	9/11/2025	Charles Raines	4,900.00
204610	9/11/2025	CHOICE SCREENING	429.00
204611	9/11/2025	Chrysler Dodge Jeep Ram of Columbia	795.00
204612	9/11/2025	Cintas Corporation #241	2,536.76
204613	9/11/2025	CMI Equipment Sales Inc	1,800.00
204614	9/11/2025	Columbia Oil Company Inc	35,309.53
204615	9/11/2025	COLUMBIA POWER & WATER SYSTEMS	42,015.82
204616	9/11/2025	COLUMBIA POWER & WATER SYSTEMS	162.83
204617	9/11/2025	COLUMBIA POWER & WATER SYSTEMS	6,323.46
204618	9/11/2025	COLUMBIA POWER & WATER SYSTEMS	6,698.20
204619	9/11/2025	COLUMBIA POWER & WATER SYSTEMS	64.64
204620	9/11/2025	COLUMBIA POWER & WATER SYSTEMS	924.23
204621	9/11/2025	COLUMBIA POWER & WATER SYSTEMS	2,543.40
204622	9/11/2025	COLUMBIA POWER & WATER SYSTEMS	48,026.63
204623	9/11/2025	COLUMBIA POWER & WATER SYSTEMS	1,459.38
204624	9/11/2025	COLUMBIA POWER & WATER SYSTEMS	1,663.30
204625	9/11/2025	COLUMBIA POWER & WATER SYSTEMS	2,863.16
204626	9/11/2025	COMBINED INSURANCE, A CHUBB COMPANY	1,358.58
204627	9/11/2025	Copycats Print Services Llc	41.52
204628	9/11/2025	CPWS - Broadband	300.00
204629	9/11/2025	CUMBERLAND ESCROW - DUCK RIVER	4,501.30
204630	9/11/2025	CUMBERLAND ESCROW - BEAR CREEK	12,283.35
204631	9/11/2025	CUMBERLAND VALLEY CONSTRUCTORS, INC	318,908.35
204632	9/11/2025	David's Lock & Key Inc	331.10
204633	9/11/2025	Dominion Window Washing	40.00
204634	9/11/2025	Duck River Electric	3,284.17
204635	9/11/2025	IDEXX Distribution, Inc.	1,462.60
204636	9/11/2025	Impressions	102.62
204637	9/11/2025	INDONESIA, LLC	1,689.00
204638	9/11/2025	J & M Supply Solutions	318.04
204639	9/11/2025	J R Wauford & Co Cons Eng, Inc	26,900.00
204640	9/11/2025	J. D. Eatherly	4,900.00
204641	9/11/2025	JEFF ELLIS & ASSOCIATES, INC	110.00
204642	9/11/2025	KATE FREEMAN	100.00
204643	9/11/2025	KRISTEN MEYERS	575.00
204644	9/11/2025	LADD'S	233.60
204645	9/11/2025	MARIA CATHARINA VAN DEVENTER	125.00
204646	9/11/2025	MARK VINCENT PRUETT	200.00
204647	9/11/2025	Mauzy County 911	30,236.64
204648	9/11/2025	MEGAN FITZGERALD	225.00
204649	9/11/2025	MELISSA RAGER-AGUIAR	250.00
204650	9/11/2025	Mutual Of Omaha	17,076.39
204651	9/11/2025	NexAir LLC	51.73
204652	9/11/2025	PROCARE PBM	62,984.57
204653	9/11/2025	Public Entity Partners	21,863.37

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204654	9/11/2025	Robert J Young Company LLC	72.31
204655	9/11/2025	SIKES SERVICES, LLC	31,600.00
204656	9/11/2025	South Central Tennessee Development District	250.00
204657	9/11/2025	SRM Concrete	1,414.00
204658	9/11/2025	Stoltz Printing Co	383.50
204659	9/11/2025	Sun Life Financial	40,764.71
204660	9/11/2025	Swarco Industries LLC	4,335.21
204661	9/11/2025	T WOOD INSPECTIONS	5,500.00
204662	9/11/2025	Terry Mcilveen	150.00
204663	9/11/2025	THE DAILY HERALD	35.00
204664	9/11/2025	Thomson Reuters - West	85.00
204665	9/11/2025	TUF-SOLUTIONS, LLC	1,135.00
204666	9/11/2025	VERIZON CONNECT	322.15
204667	9/11/2025	VERIZON WIRELESS 06	1,422.30
204668	9/11/2025	VOLUNTEER HOME SOLUTIONS	2,000.00
204669	9/11/2025	Volunteer Paving LLC	160.16
204670	9/11/2025	W W Grainger Inc	243.40
204671	9/11/2025	Water Management Services LLC	6,046.25
204672	9/11/2025	Waypoint Analytical, LLC	1,329.00
204673	9/11/2025	Wells Fargo Financial Leasing, Inc	525.57
204674	9/11/2025	WM CORPORATE SERVICES, INC	14,421.64
204675	9/18/2025	STS Distribution	2,862.00
204676	9/18/2025	STS Distribution	245.00
204677	9/18/2025	ACE HARDWARE	472.43
204678	9/18/2025	Airgas USA, LLC	163.01
204679	9/18/2025	ANTHEM SPORTS, LLC	4,769.49
204680	9/18/2025	AT&T (Fiber Optics)	726.44
204681	9/18/2025	Atlantic Pools & Spas	1,299.00
204682	9/18/2025	Atmos Energy	1,622.81
204683	9/18/2025	Barge Design Solutions, Inc	2,759.31
204684	9/18/2025	Best One Tire	1,083.14
204685	9/18/2025	Better Business Solutions	95.00
204686	9/18/2025	BRANDON OWEN	50.00
204687	9/18/2025	Camfil Usa Inc	2,095.98
204688	9/18/2025	CARRIE ANN BELL	75.00
204689	9/18/2025	Certified Languages International	176.90
204690	9/18/2025	Chrysler Dodge Jeep Ram of Columbia	190.00
204691	9/18/2025	Cintas Corporation #241	252.39
204692	9/18/2025	City Of Col Employees Retireme	588,924.34
204693	9/18/2025	City Of Col Tn Retirement	59,340.55
204694	9/18/2025	City Of Columbia	5,148.29
204695	9/18/2025	City Of Columbia	235,003.00
204696	9/18/2025	Columbia Firefighter Assn	397.50
204697	9/18/2025	Columbia Oil Company Inc	30,081.06
204698	9/18/2025	COLUMBIA POWER & WATER SYSTEMS	30,150.87
204699	9/18/2025	COLUMBIA POWER & WATER SYSTEMS	1,876.30
204700	9/18/2025	COLUMBIA POWER & WATER SYSTEMS	1,139.22
204701	9/18/2025	COLUMBIA POWER & WATER SYSTEMS	1,645.09
204702	9/18/2025	COLUMBIA POWER & WATER SYSTEMS	250.00
204703	9/18/2025	COLUMBIA STATE COMMUNITY COLLEGE	500.00
204704	9/18/2025	COMMUNICATIONS INTERNATIONAL INC	3,860.25
204705	9/18/2025	Copycats Print Services Llc	365.20

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204706	9/18/2025	CORD MARTIN MUSIC, LLC	150.00
204707	9/18/2025	CPWS - Broadband	300.00
204708	9/18/2025	Crawford Electric Supply Co., Inc	762.37
204709	9/18/2025	CSL SERVICES, INC	7,725.00
204710	9/18/2025	Dell Marketing L P	575.52
204711	9/18/2025	Duck River Electric	410.00
204712	9/18/2025	Chris Cummins	96.00
204713	9/18/2025	Jeremy Finley	96.00
204714	9/18/2025	Nick Brown	254.00
204715	9/18/2025	Nick Brown	96.00
204716	9/18/2025	FEDERAL SIGNAL CORPORATION	19,218.75
204717	9/18/2025	Freedom Hill Land Management	830.00
204718	9/18/2025	G & C SUPPLY CO INC	1,695.56
204719	9/18/2025	Daily Herald (Ads)	76.88
204720	9/18/2025	Gresham Smith & Partners	2,771.10
204721	9/18/2025	GULF STATES DISTRIBUTORS INC	698.00
204722	9/18/2025	Impressions	504.00
204723	9/18/2025	INDONESIA, LLC	576.00
204724	9/18/2025	INT'L DATA BASE CORP	4,900.00
204725	9/18/2025	iWorQ System Inc.	18,089.00
204726	9/18/2025	J & M Supply Solutions	5,665.80
204727	9/18/2025	Jeff DeWire	140.00
204728	9/18/2025	Jeff Riggins	140.00
204729	9/18/2025	Jim's Auto Accessories Inc	374.01
204730	9/18/2025	KATE FREEMAN	100.00
204731	9/18/2025	Kimley-Horn & Associates, Inc	5,625.00
204732	9/18/2025	KRISTEN MEYERS	550.00
204733	9/18/2025	L Robert Grefseng	350.00
204734	9/18/2025	Law Enforcement Accreditation	100.00
204735	9/18/2025	Leadership Maury	1,000.00
204736	9/18/2025	Leaf Capital Funding LLC	668.26
204737	9/18/2025	Lee Company	6,515.00
204738	9/18/2025	LEIA DARK	49.00
204739	9/18/2025	Mail Call	4,552.14
204740	9/18/2025	MAIN STREET MEDIA OF TN	488.21
204741	9/18/2025	MARIA CATHARINA VAN DEVENTER	125.00
204742	9/18/2025	MARK VINCENT PRUETT	175.00
204743	9/18/2025	Maury Co United Way	647.00
204744	9/18/2025	Maury County Trustees Office	11,917.64
204745	9/18/2025	Maury County Trustees Office	544,001.62
204746	9/18/2025	Maury Regional Hospital Marshall Medical Ctr	9,356.00
204747	9/18/2025	Maury Regional Medical Group	2,552.00
204748	9/18/2025	McNeece Service Company	2,729.00
204749	9/18/2025	MEGAN FITZGERALD	175.00
204750	9/18/2025	MELISSA RAGER-AGUIAR	125.00
204751	9/18/2025	Ed Morgan	500.00
204752	9/18/2025	Jon Bone	500.00
204753	9/18/2025	MOBILE COMMUNICATIONS AMERICA, INC	525.00
204754	9/18/2025	NAFECO Inc	1,253.00
204755	9/18/2025	Needle And Grain	7,780.00
204756	9/18/2025	North Central Laboratories-NCL of Wisconsin, Inc	1,168.49
204757	9/18/2025	Novatech Inc	813.32

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204758	9/18/2025	REACH TECHNOLOGIES	106.97
204759	9/18/2025	TRUE SOUTH FARM LLC	225.00
204760	9/18/2025	Robert J Young Company LLC	225.84
204761	9/18/2025	Rogers Group Inc	517.57
204762	9/18/2025	Scott Holt	250.00
204763	9/18/2025	Siddons-Martin Emergency Group LLC	1,379.15
204764	9/18/2025	SONIA M SACHA	50.00
204765	9/18/2025	Southern Duplicating of Middle Tennessee	560.71
204766	9/18/2025	SOUTHERN PIPE & SUPPLY	1,133.30
204767	9/18/2025	Southern Software Inc	1,558.00
204768	9/18/2025	SRM Concrete	679.00
204769	9/18/2025	State Systems, LLC	761.50
204770	9/18/2025	Temple Inc	23,354.00
204771	9/18/2025	TN Dept of Labor & Workforce Dev B&E Unit	240.00
204772	9/18/2025	TN Property Management	8,466.93
204773	9/18/2025	Turner & Osborne Tire Co	673.60
204774	9/18/2025	Uline	186.77
204775	9/18/2025	UNIFIRST FIRST AID AND SAFETY	54.66
204776	9/18/2025	United Waste Haulers Of TN LLC	2,525.71
204777	9/18/2025	VERIZON CONNECT	703.70
204778	9/18/2025	VERIZON WIRELESS 00028	166.65
204779	9/18/2025	Visual Media Co LLC	600.00
204780	9/18/2025	Volkert Inc	4,655.37
204781	9/18/2025	Waypoint Analytical, LLC	1,325.00
204782	9/18/2025	Waypoint Business Solutions LLC	6,628.68
204783	9/25/2025	J R Wauford & Co Cons Eng, Inc	37,000.00
204784	9/25/2025	JUDY - ESCROW	94,876.10
204785	9/25/2025	JUDY CONSTRUCTION COMPANY	1,871,950.21
204786	9/25/2025	ACE HARDWARE	169.59
204787	9/25/2025	Advance Paving	7,950.00
204788	9/25/2025	Atlantic Pools & Spas	376.98
204789	9/25/2025	Atmos Energy	1,851.65
204790	9/25/2025	B's Tees	158.25
204791	9/25/2025	Bassham Excavating Inc	4,500.00
204792	9/25/2025	Cintas Corporation #241	1,161.02
204793	9/25/2025	CMS Uniforms & Equipment	9,075.00
204794	9/25/2025	Columbia Oil Company Inc	53.98
204795	9/25/2025	Columbia Paint & Wallcover	197.55
204796	9/25/2025	COLUMBIA POWER & WATER SYSTEMS	9,747.73
204797	9/25/2025	COLUMBIA POWER & WATER SYSTEMS	2,482.12
204798	9/25/2025	COLUMBIA POWER & WATER SYSTEMS	1,766.70
204799	9/25/2025	COLUMBIA POWER & WATER SYSTEMS	897.20
204800	9/25/2025	COLUMBIA POWER & WATER SYSTEMS	1,529.83
204801	9/25/2025	COMMUNICATIONS INTERNATIONAL INC	6,689.07
204802	9/25/2025	COMPASS MEDIA LLC	2,000.00
204803	9/25/2025	Complete Forms Supply Co LLC	702.88
204804	9/25/2025	Copycats Print Services Llc	255.72
204805	9/25/2025	Crawford Electric Supply Co., Inc	762.38
204806	9/25/2025	Cumberland Machine Co Inc	4,684.65
204807	9/25/2025	DRM INDUSTRIES CORP	1,610.66
204808	9/25/2025	Duck River Electric	450.42
204809	9/25/2025	EDDIE CAMPBELL & ASSOCIATES	750.00

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204810	9/25/2025	Chase Hartung	254.00
204811	9/25/2025	Will Craft	254.00
204812	9/25/2025	FEDERAL SIGNAL CORPORATION	3,281.25
204813	9/25/2025	Fernwood Garden Center, LLC	112.50
204814	9/25/2025	Firstnet Services Provided By AT&T Mobility	3,254.00
204815	9/25/2025	Heritage-Crystal Clean, LLC	514.92
204816	9/25/2025	IIA Lifting Services, Inc	4,435.05
204817	9/25/2025	Impressions	40.00
204818	9/25/2025	J & M Supply Solutions	174.80
204819	9/25/2025	Jim's Auto Accessories Inc	40.86
204820	9/25/2025	Jones & Lang Sporting Goods	45.00
204821	9/25/2025	Kimley-Horn & Associates, Inc	4,000.00
204822	9/25/2025	KREBS KUBOTA	457.12
204823	9/25/2025	Lively Florist	155.00
204824	9/25/2025	Mauzy Co Government	16,218.71
204825	9/25/2025	Mauzy County 911	22,195.47
204826	9/25/2025	McNeece Service Company	249.00
204827	9/25/2025	Morrison Engineering LLC	2,500.00
204828	9/25/2025	MSD Environmental Services, Inc	13,500.00
204829	9/25/2025	MX-SPORT GRAFIX & AWARDS LLC	4,545.60
204830	9/25/2025	Needle And Grain	75.00
204831	9/25/2025	Neel-Schaffer	16,179.48
204832	9/25/2025	Preventia Security	178.00
204833	9/25/2025	PROCARE PBM	69,198.97
204834	9/25/2025	Rogers Group Inc	3,434.81
204835	9/25/2025	Safe Industries	5,587.00
204836	9/25/2025	Southern Computer Warehouse	145.60
204837	9/25/2025	SRM Concrete	1,070.00
204838	9/25/2025	State Systems, LLC	1,547.00
204839	9/25/2025	SUNSTAR INSURANCE GROUP, LLC	26,925.00
204840	9/25/2025	Ted's Sporting Goods	150.00
204841	9/25/2025	Temple Inc	3,048.52
204842	9/25/2025	Trane U.S. Inc	900.00
204843	9/25/2025	Trigreen Equipment	582.43
204844	9/25/2025	Tyler Technologies, Inc	1,400.00
204845	9/25/2025	United Waste Haulers Of TN LLC	74.00
204846	9/25/2025	VOID-VOID-VOID	0.00
204847	9/25/2025	VOID-VOID-VOID	0.00
204848	9/25/2025	VOID-VOID-VOID	0.00
204849	9/25/2025	VOID-VOID-VOID	0.00
204850	9/25/2025	VOID-VOID-VOID	0.00
204851	9/25/2025	VOID-VOID-VOID	0.00
204852	9/25/2025	VOID-VOID-VOID	0.00
204853	9/25/2025	VOID-VOID-VOID	0.00
204854	9/25/2025	VOID-VOID-VOID	0.00
204855	9/25/2025	VOID-VOID-VOID	0.00
204856	9/25/2025	VOID-VOID-VOID	0.00
204857	9/25/2025	VOID-VOID-VOID	0.00
204858	9/25/2025	Unum Life Insurance Co Of Amer	3,369.20
204859	9/25/2025	Verizon Wireless 01	177.84
204860	9/25/2025	Verizon Wireless 02	1,424.32
204861	9/25/2025	Verizon Wireless 03	41.96

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204862	9/25/2025	Verizon Wireless	05	1,479.60
204863	9/25/2025	Verizon Wireless	07	1,315.53
204864	9/25/2025	Verizon Wireless	09	88.92
204865	9/25/2025	Verizon Wireless	10	1,159.49
204866	9/25/2025	VOID-VOID-VOID		0.00
204867	9/25/2025	Vulcan Materials Co		185.63
204868	9/25/2025	Waynes Pest Control		625.00
204869	9/25/2025	WM CORPORATE SERVICES, INC		22,606.15
204870	9/25/2025	Volunteer Paving LLC		1,072,681.91
204871	9/30/2025	City Of Col Employees Retireme		236,512.09
204872	9/30/2025	City Of Col Tn Retirement		23,831.17
204873	9/30/2025	ROSE HILL CEMETERY ASSOCIATION		11,890.00

GENERAL

Total Purchase Cards:	\$	159,010.04
Total Payroll Transfers:	\$	1,699,632.92
Total Misc. Transfers:	\$	148,463.07
Total Checks:	\$	<u>2,389,355.55</u>
Total:	\$	4,396,461.58

STATE STREET AID

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>1,840,427.90</u>
Total:	\$	1,840,427.90

SANITATION

Total Purchase Cards:	\$	-
Total Payroll Transfers:	\$	92,661.73
Total Misc. Transfers:	\$	7,823.77
Total Checks:	\$	<u>80,823.40</u>
Total:	\$	181,308.90

WASTEWATER

Total Purchase Cards:	\$	-
Total Payroll Transfers:	\$	205,052.73
Total Misc. Transfers:	\$	19,837.81
Total Checks:	\$	<u>2,792,123.32</u>
Total:	\$	3,017,013.86

DRUG

Total Purchase Cards:	\$	-
Total Checks:	\$	<u>85.00</u>
Total:	\$	85.00

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INSURANCE

Total Misc. Transfers:	\$	24,946.68
Total Checks:	\$	<u>182,304.25</u>
Total:	\$	207,250.93

CAPITAL PROJECTS

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	226.00
Total Checks:	\$	<u>225,892.37</u>
Total:	\$	226,118.37

GRANT

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>153,296.10</u>
Total:	\$	153,296.10

IDB

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>796,070.55</u>
Total:	\$	796,070.55

Surplus Listing for Council Agenda 11/13/2025

Inv Id	Description	Serial#	Department
3940	Hello Direct Pro Headset		City Manager
3941	2 plastic trays		City Manager
3942	Desk chair		City Manager
3943	2 Lamps		City Manager
3944	Long credenza		City Manager
3945	4 pictures		City Manager
3946	Short credenza		City Manager
3947	Kensington Pullout Drawer		City Manager
3948	Jabra Headset Model# GN1000		City Manager
3949	Jabra Headset Model# GN1000		City Manager
3950	Jabra Headset		City Manager
3951	Lenovo Charger		City Manager



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tara Smith, Benefits Administrator, tsmith@columbiatn.gov, (931) 560-1572

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE MEDICAL SERVICES AGREEMENT WITH MAURY REGIONAL HOSPITAL

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia currently has a medical services agreement in place with Maury Regional Hospital. This agreement outlines those services that Maury Regional and its affiliates provide for the City.

These services include pre-employment physicals, post-employment physicals, drug and alcohol screenings, annual physicals for fire department personnel and annual health and wellness screenings for City employees.

Currently, the agreement that the City of Columbia and Maury Regional Hospital have in place is set to expire on December 31, 2025. The new agreement would extend those services through December 31, 2027.

There are minor increases to the cost of this agreement. However, there are other areas of cost savings within the agreement to offset those increases.

It is recommended that City Council approve this continued partnership with Maury Regional Hospital and its affiliates.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered in Insurance Fund – Health Care Clinic.

ATTACHMENTS: Staff Report, Medical Services Agreement.

MEDICAL SERVICES AGREEMENT

THIS MEDICAL SERVICES AGREEMENT is made as of this 1st day of January, 2026 ("Effective Date"), by and between Maury Regional Hospital and its Affiliates (collectively, "MRHS"), including but not limited to Maury Regional Hospital d/b/a Maury Regional Medical Center ("MRMC"), Maury Regional Hospital d/b/a Marshall Medical Center ("MMC"), Maury Regional Medical Group, Inc. ("MRMG") d/b/a Maury Regional Urgent Care ("MRUC") and City of Columbia, Tennessee ("CITY").

WHEREAS, MRMC is an organization exempt from federal income tax under Sections 501(a) and 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and, in furtherance of its charitable and other exempt purposes, operates various healthcare facilities in a nine (9) county service area, including an acute care hospital located in Columbia, Maury County, Tennessee and various federally-qualified health centers (individually, "FQHC" and collectively, "FQHCs"); and

WHEREAS, MMC is an organization exempt from federal income tax under the Code, and in furtherance of its charitable and other exempt purposes, operates a critical access hospital, as well as multiple rural health clinics (individually, "RHC" and collectively, "RHCs"), including but not limited to Urgent Care – Columbia ("UC – Columbia"); and

WHEREAS, MRMG is a multi-specialty medical group practice providing healthcare services to patients, including Occupational Medicine clinic located at 1114 West 7th Street, Columbia, Tennessee 38401 ("Occ-Health Clinic"); and

WHEREAS, CITY is a governmental entity which offers a health insurance program benefit for its participating employees and retirees, including their dependents (collectively, "Beneficiaries") and also has need for certain employment-related medical services, including but not limited to pre-employment/post-employment physicals, drug and alcohol screens, and other occupational medicine services ("Occ-Health Services") as may be required from time to time; and

WHEREAS, CITY seeks to reduce its overall healthcare costs, as well as improve access to and the efficiency of healthcare services provided to its Beneficiaries; and

WHEREAS, MRHS is willing to provide medical services on behalf of Beneficiaries, applicants for employment, and other employees or contractors of CITY, which medical services will be provided at agreed-upon locations in the MRHS system under the terms and conditions contained in this Agreement; and

WHEREAS, the parties seek to memorialize their agreement related to the provision of such medical services as set forth herein.

THEREFORE, in consideration of the mutual covenants and promises contained herein, intending to be legally bound hereby, it is understood and agreed upon by and between the parties as follows:

1. SCOPE OF SERVICES.

1.01 CITY hereby engages MRHS to provide the following, collectively referred to as "Medical Services":

1.01.1 **Employee Health and Wellness Examinations and Treatment for Beneficiaries.** Such medical services shall be provided onsite at MRUC, or, when appropriate with an MRUC provider, as may be more fully described on **Exhibit A**, attached hereto and incorporated

herein by reference. CITY and MRHS may, at any time and from time to time, amend or supplement **Exhibit A** by mutual written agreement.

1.01.2 **Physicals.** Pre-employment and/or post-employment physicals performed on an as-needed basis, including physicals for firefighters, with such physicals performed on-site at the Occ-Health Clinic in accordance with **Exhibit B**, attached hereto and incorporated herein by reference. CITY and MRHS may, at any time and from time to time, amend or supplement **Exhibit B** by mutual written agreement.

1.01.3 **Drug and Alcohol Screening.** Pre-employment and/or post-employment drug and alcohol screening performed on an as-needed basis, including such screening of CITY, with such screening to be performed at one of the following three (3) locations: (1) MRMC Emergency Department, (2) MRUC or (3) the Occ-Health Clinic, with the site to be determined as mutually-agreed in accordance with the purpose for such testing. Such drug and alcohol screening shall be performed in accordance with **Exhibit B**, attached hereto and incorporated herein by reference. CITY and MRHS may, at any time and from time to time, amend or supplement **Exhibit B** by mutual written agreement.

1.01.4 **Other Occ-Health Medical Services.** From time to time, CITY may request MRHS to perform other Occ-Health Services at the Occ-Health Clinic location, with such services to be memorialized in **Exhibit B** to be mutually agreed to by the parties and attached hereto and incorporated herein by reference.

1.02 The Medical Services may be performed by Physicians, Advanced Practice Providers (e.g. Nurse Practitioners, Physician Assistants), and/or Nurses (Registered Nurses or Licensed Practical Nurses), in the sole discretion of MRHS, all of whom shall be duly licensed and qualified as to the particular Medical Service being performed in accordance with relevant state licensure and scope of practice requirements (collectively, the "Medical Professionals"). MRHS retains the authority to make all decisions regarding the Medical Professionals, including, but not limited to, hiring, firing and scheduling decisions.

1.03 Each current Employee will be offered the opportunity to complete a Health Risk Assessment Screening ("Screening") at Occ-Health, with the cost of such Screening to be borne by CITY, in accordance with **Exhibit B**. Based on the results of the Screening, the individual CITY Employee may enroll for additional medical and social support services (i.e. weight, diabetes, nicotine cessation, and hypertension management) provided by MRHS to the community and designed to improve overall health outcomes. For the Term of the Agreement, Screenings shall be performed as follows:

1.03.01 CITY shall require **each new** Employee to complete a Screening within six (6) months of their hire date (defined as the date on which they commence performing their work for the CITY); and

1.03.02 CITY shall require **all** Employees to complete a Screening on an annual basis, to be performed during the six (6) month period from July 1 – December 31 in each calendar year **unless** an individual employee has already had a Screening performed in the then-current calendar year (i.e. an employee who had a Screening performed during the period from January 1 – June 31 of that calendar year).

1.04 This Medical Services Agreement shall not apply to medical services rendered to CITY employees for work-related injuries, nor to any Beneficiary who receives medical services from MRMG or an MRMG-affiliated entity at a

location other than at MRUC designated herein. Without in any way limiting the foregoing, Occ-Health will remain a preferred provider for first report of injury for CITY Employees with such treatment billed to the CITY's workers compensation carrier rather than direct-billed under this Agreement.

- 1.05 Immediately prior to the commencement of services under this Agreement, and thereafter on the last day of each month during the Term of this Agreement, CITY shall provide to MRHS a complete Beneficiaries list so that MRHS can identify if Medical Services are to be direct-billed under the terms of this Agreement. The parties shall mutually agree to a process to comply with this provision.
- 1.06 MRHS shall use reasonable efforts to expedite the registration and treatment of Beneficiaries at MRUC. Treatment in the MRMC Emergency Department shall be in accordance with federal and state law, including but not limited to the Emergency Medical Treatment and Labor Act.
2. STANDARDS OF MEDICAL PROFESSIONAL PERFORMANCE. MRHS shall provide Medical Professionals in accordance with the following:
 - 2.01 Each Medical Professional shall determine his/her own means and methods of providing Medical Services in connection with this Agreement.
 - 2.02 Each Medical Professional shall comply with all applicable laws and regulations with respect to licensure and state and federal regulations.
 - 2.03 Each Medical Professional shall provide Medical Services in a professional manner consistent with currently accepted and approved methods and practices generally provided in the community.
 - 2.04 Each Medical Professional shall maintain, during the term of this Agreement, appropriate credentials, including the following:
 - 2.04.01 A duly issued and active license to practice medicine and prescribe medication (to the extent permitted within his/her scope of practice) in the State of Tennessee;
 - 2.04.02 Remain in good standing with his/her profession and the state professional association to which he/she belongs; and
 - 2.04.03 Not be convicted of any felony.
 - 2.05 In the event that any Medical Professional (a) has his/her license to practice medicine/medical services or prescribe medication (if applicable, under his/her scope of practice) revoked or suspended, (b) has an involuntary restriction placed on his/her federal DEA registration (if applicable, under his/her scope of practice), (c) is convicted of a felony, or (d) is no longer in good standing with his/her professional association or state licensing authority, MRHS, in accordance with its employment policies and procedures, shall remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of this Section 2.
3. INDEPENDENT CONTRACTOR RELATIONSHIP.
 - 3.01 With respect to all work, duties, and obligations hereunder, it is mutually understood that MRHS (including its Medical Professionals) are providing Medical Services to CITY (including, but not limited to, its Beneficiaries) as

independent contractors and are not employees, agents, borrowed servants, joint venturers, or partners of or with CITY.

3.02 MRHS shall be solely responsible for the payment of taxes, assessments, interest, and penalties of whatever kind assessed by any governmental agency or entity which pertain to monies earned by, collected by, paid to or charged by MRHS and/or its Medical Professionals, for Medical Services rendered at an MRHS location in accordance with this Agreement.

3.03 The parties acknowledge that CITY has no right to control the details, manner or methods by which MRHS (including its Medical Professionals) performs Medical Services hereunder, and i) MRHS shall retain responsibility for the day-to-day supervision and control of Medical Professionals and the administration of MRHS's operations, including provision of Medical Services, shall be determined solely at the discretion of MRHS.

4. REPORTS AND MEDICAL RECORDS.

4.01 In accordance with state and federal law, including but not limited to state and federal privacy laws, MRHS shall provide timely reports and records reasonably agreed upon and required by CITY pertaining to the Medical Services rendered to or for Beneficiaries, as well as Employees and Independent Contractors, (collectively, "Patients") as applicable. Notwithstanding the foregoing, all such reports and records, as well as original medical records with respect to the Medical Services applicable to each Patient shall remain the property of MRHS. MRHS shall maintain such medical records in a professional manner consistent with the accepted practice of the community. Billing records shall be maintained by both parties as required by state and federal laws and regulations. CITY understands and agrees that all of the medical records and other protected health information maintained by MRHS will be held by MRHS in the strictest of confidence, and that CITY will not be entitled to have access to such medical records maintained by MRHS absent an appropriate written authorization from the Patient, or as permitted by law.

4.02 Beneficiary(ies) shall be advised of, and consent to, CITY's direct receipt of limited protected health information which is necessitated by the process for payment of Medical Services under this Agreement outside of CITY's standard health insurance program benefit to Beneficiary(ies). In the event a Beneficiary does not consent to receiving Medical Services under this Agreement, Beneficiary may receive Medical Services at MRUC with billing for such services to be made directly under CITY's health insurance program outside the scope of this Agreement.

4.03 In the event of termination of this Agreement for any reason, MRHS agrees to transfer all medical records upon request of Patients to any successor Medical Services Administrator selected by CITY, to the extent identified in writing by CITY to MRHS. The electronic transfer of these medical records will be in an industry standard format and CITY agrees to pay all costs associated with such transfer.

5. FEES AND BILLING

5.01 As of the Commencement Date and continuing through December 31, 2025, and for Medical Services and Screenings performed on behalf of Patients pursuant to this Agreement, CITY shall pay to MRHS in accordance with the fees as set forth on Exhibit C ("Fee Schedule"). For Medical Services performed on behalf of Patients which do not appear on the Fee Schedule ("Additional Permitted Services"), MRHS shall assign its usual and customary charge for such Additional Permitted Services, and the same shall be paid by CITY in accordance with this Section 5. The Fee Schedule shall be reviewed annually and the parties agree to negotiate in good faith to establish an appropriate Fee Schedule for the next Calendar Year. In addition, Exhibit C may be amended at any time to include additional Medical Services provided that the CITY Director of Human Resources and MRHS Chief Operating Officer mutually agree via electronic or other written communication to the fees for such additional Medical Services.

5.02 Each month, CITY shall pay to MRHS all undisputed charges owed to MRHS within thirty (30) days of receipt of invoice from the applicable MRHS location providing such Medical Services to CITY pursuant to this Agreement. "Undisputed Charges" are defined as those charges on an MRHS invoice that (a) do not contain a claimed error by CITY or (b) charges for Medical Services that (i) are not specifically itemized on the Fee Schedule attached as Exhibit C ("Additional Services"), (ii) for which Additional Permitted Services, the applicable MRHS location has assigned a reasonable and customary charge, and (iii) such charge is acceptable to CITY.

5.02.01 CITY shall inform the applicable MRHS location of (a) claimed errors or (b) charges for Additional Permitted Services which are unacceptable to CITY within ten (10) business days of receiving the monthly invoice from such MRHS location.

5.02.02 CITY agrees that if it does not inform the applicable MRHS location of any claimed errors or charges for Additional Permitted Services which are unacceptable to CITY within ten (10) business days, all such charges contained on the invoice from such MRHS location to CITY shall be deemed "undisputed" and due and owing.

5.03 MRHS will not submit a bill to the Patient or any other third-party payer except CITY for Medical Services rendered pursuant to this Agreement, except as specifically set forth below. Nothing contained herein shall in any way limit or prohibit an MRHS-affiliated entity from submitting a bill to a Patient or any other third-party payer (including CITY's health insurance and/or workers compensation program) to the extent such Medical Services are not covered under the terms of this Agreement. All undisputed past due amounts shall accrue interest at 1.5% per month.

5.04 Notwithstanding Section 5.03, and to the extent that the parties have otherwise complied with this Section 5 and are unable to agree, after the exercise of good faith negotiations, to an acceptable charge for Additional Permitted Services provided to a Patient, CITY shall not be obligated for a direct payment to MRHS and MRHS shall be permitted to submit a bill to the Patient's insurance (i.e. the CITY's health insurance plan, an alternative health insurance plan covering the Patient, or worker's compensation plan, as applicable).

6. GENERAL PROVISIONS.

6.01 Assignment. Neither party shall assign this Agreement in whole or in part without the written consent of the other which shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of MRHS and CITY. Any attempted assignment of this Agreement in violation of the provisions of this section is void.

6.02 Professional Liability Insurance. MRHS shall maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance covering it and its Medical Professionals, each having a combined single limit of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of MRUC's obligations, as applicable, under this Agreement. MRUC will provide CITY with certificates evidencing said insurance, if and as requested. MRUC further agrees to each maintain, for a period of not less than five (5) years following the termination of this Agreement, "tail" insurance to the extent any insurance required hereunder is underwritten on a claims-made basis. MRUC may provide the insurance coverage set forth in this Section through self-insurance. MRHS and CITY shall each maintain workers' compensation insurance on its respective employees throughout the term of this Agreement to the extent required by law.

- 6.03 Indemnification by MRUC. MRHS agrees to indemnify and hold harmless CITY, their officers, directors, shareholders, agents and employees, against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of MRHS's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of MRHS, including its Medical Professionals, in the performance of or conduct related to this Agreement.
- 6.03.1 If seeking indemnification, CITY shall promptly notify MRHS, in writing, of any claim, lawsuit, or demand for payment asserted against CITY for which indemnification is sought, and shall promptly deliver to MRUC a true copy of any document or material of any kind that asserts such claim. CITY, its agents, representatives, and employees shall cooperate fully with MRHS at all times during the pendency of the claim or lawsuit. If CITY fails to notify MRHS promptly in writing or fails to cooperate in a timely manner with MRHS, MRHS's duties under this Section 6.03 shall be void and of no force and effect.
- 6.03.2 When MRHS accepts its indemnification obligation, MRHS reserves the right to control the investigation, trial and defense of such lawsuit or action, including all settlement negotiations, any appeal involved, and the choice of any attorneys to be engaged. CITY may, at its own cost, participate in the investigation, trial, defense, and appeal of such lawsuit or action.
- 6.04 Indemnification by CITY. CITY agrees to indemnify and hold harmless MRHS, its officers, directors, shareholders, agents and employees, against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of CITY's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of CITY, its agents, servants, employees and independent contractors (excluding the other party) in the performance of or conduct related to this Agreement.
- 6.04.1 If seeking indemnification, MRHS shall promptly notify CITY, in writing, of any claim, lawsuit, or demand for payment asserted against MRHS for which indemnification is sought and shall promptly deliver to CITY a true copy of any document or material of any kind that asserts such claim. MRHS, its agents, representatives, and employees shall cooperate fully with CITY at all times during the pendency of the claim or lawsuit. If MRHS fails to notify CITY promptly in writing or fails to cooperate in a timely manner with CITY, CITY's duties under this Section 6.04 shall be void and of no force and effect.
- 6.04.2 When CITY accepts its indemnification obligation, CITY reserves the right to control the investigation, trial and defense of such lawsuit or action, including all settlement negotiations, any appeal involved, and the choice of any attorneys to be engaged. MRHS may, at its own cost, participate in the investigation, trial, defense, and appeal of such lawsuit or action.
- 6.05. No Waiver. One party's waiver, expressed or implied, of any default by the other party of any provision of this Agreement is not a waiver of any other default. A party's waiver of any default shall not affect the right of that party to require performance of the defaulted provision at any future time.
- 6.06. Term and Termination. The Term of this Agreement shall be for two (2) years, commencing on the 1st day of January, 2026 ("Commencement Date") and continuing through the 31st day of December, 2027, unless earlier terminated in accordance with this Section 6.06.
- 6.06.1 This Agreement may be terminated at any time upon the occurrence of any of the following events:

- 6.06.01 For just cause. With the exception of section 6.07.02 below, just cause permitting termination shall mean the failure by either party to comply with the material provisions of this Agreement after written notice of non-compliance and a reasonable opportunity of not less than thirty (30) days to cure such non-compliance.
- 6.06.02 For non-payment of monies owed. MRHS may terminate this Agreement immediately upon second written notice for CITY's failure to pay undisputed charges (as outlined in Section 5.02 above) within ten (10) business days after receipt of first written notice by MRHS.
- 6.06.03 The bankruptcy, receivership or dissolution of either party or either party making an assignment for the benefit of creditors.
- 6.06.04 Either party may terminate this Agreement without cause or penalty upon sixty (60) days prior written notice to the other party.
- 6.06.2 MRHS shall have no obligation to provide Medical Services to Beneficiaries or other CITY Employees or Contractors under the Fee Schedule set forth in Exhibit C after the termination date; provided, however, MRHS shall be permitted to provide Medical Services after the termination date and bill such Beneficiary's/CITY Employees or Contractors health insurance plan or CITY's workers compensation plan, as applicable. Termination of the Agreement shall not release CITY from paying MRHS any sums that may then be due and owing to MRHS for services rendered prior to the effective date of termination.
- 6.07 Cooperation. The parties agree to cooperate with each other in the fulfillment of their respective obligations under the terms of this Agreement and to comply with the requirements of the law and with all applicable ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority.
- 6.08 Confidentiality of Proprietary Information. Each party acknowledges that in the course of performing the duties contemplated by this Agreement, each party will become privy to various trade secrets and confidential information of the other. Each party recognizes and acknowledges that, by virtue of entering into this Agreement, they each may have access to certain information of the other that is confidential and constitutes valuable, special and unique property of the other. Throughout the term of this Agreement and at any time thereafter, each party agrees not to use, or disclose to any person, firm or corporation any information known by the other to be confidential or trade secrets relating to the business of the other or any parent, subsidiary, affiliate or division thereof.
- 6.09 Confidentiality of Patient Information. The parties expressly agree to comply with all applicable patient information privacy and security regulations set forth in HIPAA, as amended from time to time. The parties shall comply with the terms of a Business Associate Agreement attached hereto as Exhibit F and incorporated herein by reference.
- 6.10 Incorporation. This Agreement including any exhibits, schedules or other attachments which are incorporated herein by reference and made a part hereof may not be amended, modified or shall be binding unless agreed to in a written instrument signed by both parties.
- 6.11 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof, as of the Effective Date.

- 6.12 Effect of Invalidity. If any of the provisions of this Agreement shall be declared invalid or unenforceable under applicable law, said provisions shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of the Agreement.
- 6.13 Governing Law and Jurisdiction. The agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Maury County, Tennessee; agrees that venue for any such action shall lie exclusively in such courts; and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with the Agreement or the relationships amount the parties hereto. If any legal action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and expenses.
- 6.14 Notices. All notices pursuant to this Agreement shall be in writing and shall be given by depositing said notices in the United States registered or certified mails, return receipt requested, addressed to the parties hereto at the addresses set forth in this section, or to such other address as may hereafter be specified by any party or parties. In addition, notice may be given by overnight mail. All notices given in the manner prescribed in this section shall be deemed properly served upon receipt.

Notice to MRHS:

Maury Regional Hospital and Affiliates
Attn: Chief Administrative Officer
1224 Trotwood Avenue
Columbia, TN 38401

With copy to:

Maury Regional Medical Group, Inc.
Attn: Chief Executive Officer
854 W. James Campbell Blvd.
Columbia, TN 38401

Notice to CITY:

City of Columbia, Tennessee
Attn: Mayor Chaz Molder
700 N. Garden Street
Columbia, TN 38401

- 6.15 Headings. The headings contained herein are for convenience of reference only and are not intended to define, describe, limit or expand the scope or intent of any provision of this Agreement.
- 6.16 Counterparts. This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original, all of which together shall constitute only one (1) Agreement.
- 6.17 Non-Disclosure. The existence and the terms of this Agreement are confidential. Except as authorized by the other party, as required by law or as necessary to implement or enforce the provision hereof, neither party will, during the term of this Agreement or thereafter, disclose to any person or entity the existence of or any of the terms of this Agreement.
- 6.18 No Obligation to Refer. The parties expressly agree that nothing contained in this Agreement shall require any party to refer to or admit any patients to, or order any Services from, to any other party. Notwithstanding any

unanticipated effect of any provision of this Agreement, no party will knowingly or intentionally conduct him/her or itself in such a manner as to violate any Federal or state physician self-referral or anti-kickback laws.

- 6.19 The provisions of 41 C.F.R. §60-1.4, §60-250.5(a) and §60-741.5(a) pertaining to affirmative action and non-discrimination obligations are incorporated herein by reference.
- 6.20 Record Retention. To the extent applicable, the parties agree to maintain records relative to services performed under this agreement in sufficient detail to provide for verification by Medicare or other payors. If required, the parties agree to comply with the access to books, documents and records of subcontractors provisions of Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499), and 42 C.F.R., Part 420, Subpart (D), Section 420.300, et seq. In accordance with these provisions, the parties will, upon proper written request made in conformance with 42 C.F.R. 420.304, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to the parties books, documents and records (as defined in 42 C.F. R., Part 4240, as amended), which shall be deemed by the parties to supersede this provision and be made a part of this Agreement by reference.
- 6.21 Force Majeure. MRHS and CITY shall not be liable nor deemed in default, for any delay or failure to perform any of its duties or obligations under this Agreement or for any other interruption of Services, resulting directly or indirectly from any acts of God, civil or military authority, acts of a public enemy, terrorism, war, civil disobedience, riots, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by its employees or independent contractors or any similar cause beyond its reasonable control. Notwithstanding the foregoing, MRHS and CITY, at all times, each shall use commercially reasonable efforts to perform its duties and obligations under this Agreement.
- 6.22 Survival. The provisions of Articles 3, 4 and 5 and of Sections 6.02, 6.03, 6.04, 6.05, 6.06, 6.08, 6.09, 6.10, 6.11, 6.13, 6.15, 6.20, 6.20 and 6.22 shall survive any termination or expiration of this Agreement.
- 6.23 Certificate of Eligibility – Each party represents and warrants to the other parties that: i) the representing party is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); ii) the representing party has not been convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and iii) the representing party is not under investigation or otherwise aware of any circumstances which may result in the representing party being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other parties of any change in the status of the representation and warranty set forth in this section (including any threatened, proposed or actual exclusion of such party or any similar action against any of its employees or contractors). In the event a party (or any of its employees or contractors) becomes excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, that party shall be considered in default of this Agreement, and the other parties may immediately terminate this Agreement for cause and without penalty (including liquidated damages, if any).
- 6.24 Conflict of Interest – MRHS, including MRMG, is a 501(c) (3) charitable organization which must engage primarily in activities that accomplish one or more of its tax exempt purposes in order to retain its tax exempt status. To this end, each party certifies that 1) it has not received and/or given anything of value in exchange for entering into this Agreement (other than that which has been fully disclosed herein), and 2) it has no knowledge of any real or apparent conflict of interest which will/may result from performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first above written.

MAURY REGIONAL
HOSPITAL and AFFILIATES

By: _____

Its: _____

By: _____

Its: _____

Approved As To Legal Form

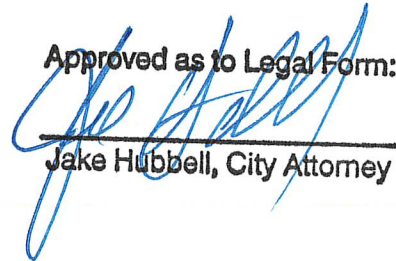
By: _____
Linda L. Moore
MRH Chief Legal Officer

CITY OF COLUMBIA, TENNESSEE

By: _____

Its: _____

Approved as to Legal Form:



Jake Hubbell, City Attorney

EXHIBIT A
MRMC URGENT CARE SCOPE OF SERVICES

EMPLOYEE HEALTH AND WELLNESS EXAMINATIONS AND
TREATMENT OF BENEFICIARIES

Medical Services to be provided by the independent Medical Professional at MRUC may include, but are not limited, to the following:

- Acute Condition Care
 - o Sore throats/ears/headache
 - o Cough, Sinus
 - o Strains/sprains/musculoskeletal problems
 - o Acute urinary complaints
 - o Laceration Repair
 - o Limited Radiology Exams
 - o Point of Care Lab Testing

- In collaboration with **PCP**, chronic illness evaluation, treatment and management
 - o Diabetes
 - o High Cholesterol
 - o Etc.

- Immunizations
- Minor First-Aid
- Ordinary and routine care of the nature of a visit to the doctor's office

EXHIBIT B
OCCUPATIONAL HEALTH SCOPE OF SERVICES

PRE-EMPLOYMENT/POST-EMPLOYMENT PHYSICALS

Services provided by Occupational Health

- Pre-Employment Physicals to include but is not limited to
 - o Height and weight
 - o Vital signs including blood pressure, pulse, respiratory rate, and oxygen saturation
 - o Vision including color vision
 - o Urine dip to check for albumin, blood, glucose, and specific gravity
 - o Review of health history and current medications by Nurse Practitioner
 - o Review of body systems exam by Nurse Practitioner
 - o Pre-Employment Drug Screen
 - Non DOT Drug Screen
 - DOT Drug Screen, if required by job
- Post-Employment Physicals/Annual Physicals
 - o DOT Physical, if required by job
 - o Post-Employment Drug Screens
 - Random Drug Screens
 - Non-DOT Drug Screens
 - DOT Drug Screen, if required by job
 - Breath Alcohol Test
 - Blood Alcohol Test
 - o Post-Accident Drug Screens
 - Non-DOT Drug Screen (no CDL or CDL but accident is non-driving)
 - DOT Drug Screen and Breath Alcohol Test (CDL w/driving related injury)
 - Non-DOT Drug Screen and Breath Alcohol Test (on-duty police officers involved in MVA)
 - Blood alcohol drawn if employee has a positive Breath Alcohol Test
 - o Firefighter Physical, Initial
 - Height, weight and BMI
 - Vital signs include blood pressure, pulse, temperature, respiratory rate, and oxygen saturation
 - Vision includes near, far, peripheral, and color vision
 - Grip strength, flexibility, planks, and pushups
 - Audiogram
 - Pulmonary Function Test
 - Urine dip to check for albumin, blood, glucose, and specific gravity
 - Blood tests including Complete Blood Count, Comprehensive Metabolic Panel, Lipid Panel, PSA (men 40+), HIV Screening, Hepatitis C Screening
 - Chest X-ray (2 view)
 - Treadmill Stress Test

- Review of health history and current medications by Nurse Practitioner
- Review of body systems and physical exam by Nurse Practitioner
- o Firefighter Physical, Annual
 - Height, weight and BMI
 - Vital signs include blood pressure, pulse, temperature, respiratory rate, and oxygen saturation
 - Vision includes near, far, peripheral, and color vision
 - Grip strength, flexibility, planks, and pushups
 - Audiogram
 - Pulmonary Function Test
 - Urine dip to check for albumin, blood, glucose, and specific gravity
 - Blood tests including Complete Blood Count, Comprehensive Metabolic Panel, Lipid Panel, PSA (men 40+), QuantiFERON-TB (in years Chest X-ray is not done)
 - Chest X-ray (2 view) every 5 years
 - Treadmill Stress Test
 - Every 3 years for under 30 years of age
 - Every 2 years for 30-39 years of age
 - Annually for 40+ years of age
 - Review of health history and current medications by Nurse Practitioner
 - Review of body systems and physical exam by Nurse Practitioner
- o Occupational Injury - targeted assessment based on injury type
- o Return to Work Evaluations

OTHER OCCUPATIONAL HEALTH MEDICAL SERVICES

- Vaccinations
 - o Tetanus (Td or Tdap)
 - o Hepatitis B
 - o Influenza
 - o Varicella
 - TB Skin Test
 - Work related injury or illness (Workers Comp)
 - o Targeted assessment
 - o X-rays, as indicated
 - o Initial treatment, including recommendation of restricted duty, as indicated
 - o Follow-up evaluation and treatment
 - Respirator Qualification Exam and Respirator Fit Testing
 - EKG
 - Long Term Prevention Program:
 - o Annual Health Risk Assessment with biometrics (e.g. physical measurements, lab tests) which includes an organization report to both monitor change over time and opportunities for health and utilization improvement.

EXHIBIT C*

(* Subject to amendment on July 1st in each calendar year.)

(**Charges not listed available upon request, if available at clinics)

PROCEDURE NAME	CODE	Urgent Care Price	Occupational Health Price
<i>X-Rays</i>			
FACIAL BONES LESS THAN 3V	70140	90.00	90.00
FACIAL BONES MIN 3V	70150	90.00	90.00
NASAL BONES MIN 3V	70160	90.00	90.00
SINUS LESS THAN 3V	70210	90.00	90.00
SINUS MIN 3V	70220	90.00	90.00
SKULL LESS THAN 4V	70250	90.00	90.00
SKULL MIN 4V	70260	90.00	90.00
SOFT TISSUE NECK	70360	90.00	90.00
CXR 1V GLOBAL 71010	71045	90.00	90.00
CXR 2V GLOBAL 71020	71046	90.00	90.00
RIBS UNILAT 2V	71100	90.00	90.00
RIBS UNILAT 2V W/CHEST	71101	90.00	90.00
RIBS BILAT 3V	71110	90.00	90.00
RIBS BILAT 3V W/CHEST	71111	90.00	90.00
STERNUM 2V	71120	90.00	90.00
C-SPINE 2-3V	72040	90.00	90.00
C-SPINE 4V MINIMUM	72050	90.00	90.00
C-SPINE 5V MINIMUM	72052	90.00	90.00
THORACIC SPINE 2V	72070	90.00	90.00
THORACIC SPINE 3V	72072	90.00	90.00
THORACIC SPINE 4V	72074	90.00	90.00
THORACIC-LUMBAR 2V	72080	90.00	90.00
L/S SPINE 2/3 VIEW GLOBAL 72100	72100	90.00	90.00
L/S SPINE MIN 4V	72110	90.00	90.00
PELVIS 1-2V	72170	90.00	90.00
PELVIS MIN 3V	72190	90.00	90.00
SACRUM AND/OR COCCYX	72220	90.00	90.00
CLAVICLE	73000	90.00	90.00
SCAPULA	73010	90.00	90.00
HUMERUS 2V	73060	90.00	90.00
ELBOW 2V	73070	90.00	90.00
ELBOW 3V	73080	90.00	90.00
FOREARM 2V	73090	90.00	90.00
WRIST 2V	73100	90.00	90.00

WRIST MIN 3V	73110	90.00	90.00
HAND 2V	73120	90.00	90.00
HAND MIN 3V	73130	90.00	90.00
FINGERS MIN 2V	73140	90.00	90.00
HIP 1V	73501	90.00	90.00
HIP 2V	73502	90.00	90.00
HIP BILAT 2V	73521	90.00	90.00
FEMUR 2V	73552	90.00	90.00
KNEE 1-2V	73560	90.00	90.00
KNEE 3V	73562	90.00	90.00
TIBIA-FIBULA 2V	73590	90.00	90.00
INFANT LOWER EXT MIN 2V	73592	90.00	90.00
ANKLE 3 VIEW	73600	90.00	90.00
FOOT 2V	73620	90.00	90.00
FOOT MIN 3V	73630	90.00	90.00
CALCANEUS 2V	73650	90.00	90.00
TOES MINIMUM 2V	73660	90.00	90.00
ABDOMEN 1V	74018	90.00	90.00
ABDOMEN 2V	74019	90.00	90.00
<i>Labs</i>			
COVID-19 ANTIGEN POC (BD VERITOR) 87426	87426	83.00	
Liat testing (Flu A+B, COVID, RSV)	87637	172.00	
RAIS COVID ID Now	87635	80.00	
RAIS Molecular Strep A	87651	50.00	
RAIS Influenza A/B	87502	80.00	
RAIS Molecular RSV	87634	75.00	
Amb Covid-19 BD Veritor Plus Combo POC	87428	83.00	
CMP (80053)	80053	30.00	30.00
LIPID PANEL (80061)	80061	40.00	40.00
HEPATIC FUNCTION PANEL (80076)	80076	25.00	25.00
BLOOD ALCOHOL (80320)	80320	30.00	30.00
U/A WITH MICRO (81003)	81003	10.00	10.00
URINE CULTURE	87086	35.00	
UPPER RESPIRATORY CULTURE	87070	35.00	
URINE PREGNANCY FOR MMR (81025)	81025	25.00	25.00
WOUND CULTURE	87070	35.00	
HEMAGLOBIN A1C (83036)	83036	30.00	30.00
BLOOD LEAD (83655)	83655	35.00	35.00
ALKALINE PHOS (84075)	84075	20.00	20.00
PSA (84153)	84153	50.00	50.00
TSH (84443)	84443	40.00	40.00
AST/SGOT (84450)	84450	20.00	

ALT/SGPT (84460)	84460	20.00	
CBC (85025)	85025	25.00	25.00
Testosterone, Free	84402	45.00	
Testosterone, Total	84403	45.00	
QuantIFERON	86480		65.00
TB SKIN TEST (86580)	86580	20.00	20.00
HIV SCREEN STAT (86703) RAPID TEST MODIFER 92 (4TH GEN)	86703	40.00	40.00
HEP B SURFACE ANTIBODY (IMMUNITY STATUS) (86706)	86706	30.00	30.00
MMR TITERS (86765,86735,86762)	SEE BELOW		
MUMPS 86735	86735	35.00	35.00
RUBELLA 86762	86762	35.00	35.00
RUBEOLA 86765	86765	35.00	35.00
TETANUS ANTIBODY (86774)	86774	45.00	45.00
VARICELLA ZOSTER IMMUNITY (86787)	86787	40.00	40.00
HEP C ANTIBODY (86803)	86803	40.00	40.00
HEP B SURFACE ANTIGEN (87340)	87340	25.00	25.00
HEP C RNA BY PCR (87522)	87522	125.00	125.00
RAPID FLU TEST	87804	25.00	
RAPID RSV TEST	87807	25.00	
RAPID STREP TEST	87880	20.00	
NON-DOT URINE DRUG SCREEN MEDTOX 10 PANEL +K2 (SYNTHETIC CANNABINOIDS) 90073	90073	75.00	
LAB PANEL	HRA LAB	40.00	40.00
<i>Injections</i>			
HEP A VACCINE (90632)	90632	100.00	
FLU VACCINE (90686)	90686	40.00	40.00
MMR VACCINE (90707)	90707	90.00	90.00
TDAP (ADACEL) (90715)	90715	105.00	105.00
VARICELLA VACCINE (90716)	90716	175.00	175.00
HEP B VACCINE (90739) (series of 2)	90739	215.00	215.00
Immunization Admin	90471	15.00	15.00
Injection SC/IM	96372	15.00	15.00
TRIAMCINOLONE 10 MG	J3301	12.00	
Normal Saline Solution infusion 1000cc	J7030	10.00	
ROCEPHIN INJECTION PER 250mg	J0696	8.00	
DECADRON INJECTION Up to 40mg	J1100	8.00	
HEP B IMMUNE GLOBULIN (J1573)	J1573	125.00	
TORADOL PER 15MG	J1885	12.00	
Zofran per 1mg	J2405	12.00	
IV Hydration Initial 31-60 minutes	96360	100.00	
<i>Other exams/treatments:</i>			
AUDIOGRAM (92552)	92552		65.00

EKG (93010) Interpretation and Report Only	93010	20.00	20.00
EKG (93000)	93000	60.00	60.00
SPIROMETRY (94010)	94010		60.00
VISION (Snellen Chart) (99173)	99173	25.00	25.00
VISION (TITMUS MACHINE)	VISTITMUS		50.00
Nebulizer treatment Albuterol	94640A	40.00	
RETURN TO WORK EVALUATION LOW COMPLEXITY (FCE)	99202RTW	90.00	90.00
RETURN TO WORK EVALUATION MODERATE COMPLEXITY (FCE)	99203RTW	150.00	150.00
RETURN TO WORK EVALUATION HIGH COMPLEXITY (FCE)	99204RTW	210.00	210.00
LOW COMPLEXITY VISIT	99212LCV	70.00	70.00
REASONABLE ACCOMODATION EVALUATION LOW COMPLEXITY	99212RAE	70.00	70.00
MODERATE COMPLEXITY VISIT	99213LCV	90.00	90.00
REASONABLE ACCOMODATION EVALUATION MODERATE COMPLEXITY	99213RAE	90.00	90.00
REASONABLE ACCOMODATION EVALUATION HIGH COMPLEXITY	99214RAE	110.00	110.00
HIGH COMPLEXITY VISIT	99215LCV	120.00	120.00
BREATH ALCOHOL (BA)	BREALC		50.00
DOT URINE DRUG SCREEN COLLECTION ONLY (NIDAUDS)	DOTCOL		25.00
DOT PHYSICAL (COMPANY PRICING)	DOT99499		100.00
DOT PHYSICAL (SELF PAY)	99499SP		135.00
DOT URINE DRUG SCREEN MEDTOX (DOTUDS)	DOTUDS		40.00
NON-DOT URINE DRUG SCREEN	NON DOT UDS		40.00
FIREFIGHTER PHYSICAL (not including labs, x-ray, vision screening, Audiogram, Spirometry, and Drug Screening)	FIRPHY		90.00
FIREFIGHTER TREADMILL	FMTM		175.00
FIT TEST (FIT) - Resp	FITTES		55.00
PFT	94010		60.00
ANNUAL PHYSICAL WITH BIOMETRIC SCREENING	G0439BP		60.00
INSTANT DRUG SCREEN	INSDS		40.00
PRE-EMPLOYMENT PHYSICAL W/O LIFTING CAPACITY	PREPHY		70.00
PRE-EMPLOYMENT PHYSICAL W/ LIFTING CAPACITY	99203BD		90.00
Office Visit Level 2 New	99202	160.00	
Office Visit Level 2 Est	99212	70.00	
Office Visit Level 3 New	99203	160.00	
Office Visit Level 3 Est	99213	100.00	
Office Visit Level 4 New	99204	210.00	
Office Visit Level 4 Est	99214	110.00	
Sports Physical	Sportphy	40.00	40.00
Dynamic adjustable elbow extension/flexion device, includes soft interface material	E1800	234.00	234.00
Dynamic adjustable wrist extension/flexion device, includes soft interface material	E1805	242.00	242.00
Dynamic adjustable knee extension/flexion device, includes soft interface material	E1810	238.00	238.00
Dynamic adjustable ankle extension/flexion device, includes soft interface material	E1815	242.00	242.00
Hallus-valgus night dynamic splint, prefabricated, off-the-shelf	L3100	84.00	84.00
Upper limb orthotic not otherwise specified	L3999	150.00	150.00

Ankle control orthosis, stirrup style, rigid, includes any type interface (e.g., pneumatic, gel) prefabricated, off the shelf	L4350	190.00	190.00
Walking boot, pneumatic and/or vacuum, with or without joints, with or without interface material, prefabricated item that has been trimmed, bent, molded, assembled, or otherwise customized to fit specific patient by an individual with expertise.	L4360	534.00	534.00
Walking boot, pneumatic and/or vacuum, with or without joints, with or without interface material, prefabricated off the shelf	L4361	534.00	534.00
Static or dynamic ankle foot orthosis, including soft interface material, adjustable for fit, positioning, may be used for minimal ambulation, prefabricated item that has been trimmed, bent, molded, assembled, or otherwise customized to fit a specific patient	L4396	328.00	328.00
Static or dynamic ankle foot orthosis, including soft interface material, adjustable for fit, positioning, may be used for minimal ambulation, prefabricated off the shelf	L4397	328.00	328.00
Cast Supplies, long arm splint, adult (11 years+) fiberglass	Q4018	29.00	29.00
Cast Supplies, long arm splint, pediatric (0-10 years+) fiberglass	Q4020	15.00	15.00
Cast Supplies, short arm splint, adult (11 years+) fiberglass	Q4022	24.00	24.00
Cast Supplies, short arm splint, pediatric (0-10 years+) fiberglass	Q4024	12.00	12.00
Cast Supplies, long leg splint, adult (11 years+) fiberglass	Q4042	69.00	69.00
Cast Supplies, long leg splint, pediatric (0-10 years+) fiberglass	Q4044	34.00	34.00
Cast Supplies, short leg splint, adult (11 years+) fiberglass	Q4046	38.00	38.00
Cast Supplies, short leg splint, pediatric (0-10 years+) fiberglass	Q4048	19.00	19.00
Finger Splint, Static	Q4049	4.00	4.00
Splint Supplies, misc. (includes thermoplastics, strapping, fasteners, padding, and other supplies)	Q4051	50.00	50.00
Splint, prefabricated, digit	S8450	25.00	25.00
Splint, prefabricated, wrist or ankle	S8451	100.00	100.00
Splint, prefabricated, Elbow	S8452	50.00	50.00
Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and/or extremities (including hands and feet); 2.5cm or less	12001	171.00	171.00
Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and/or extremities (including hands and feet); 2.6cm to 7.5cm	12002	208.00	208.00
Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and/or extremities (including hands and feet); 7.6cm to 12.5cm	12004	244.00	244.00
Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and/or extremities (including hands and feet); 12.6 cm to 20.0 cm	12005	307.00	307.00
Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and/or extremities (including hands and feet); 20.1 cm to 30.0 cm	12006	365.00	365.00
Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and/or extremities (including hands and feet); over 30.0 cm	12007	420.00	420.00
Treatment of superficial wound dehiscence, simple closure	12020	527.00	527.00
Treatment of superficial wound dehiscence, simple closure with packing	12021	308.00	308.00
Repair, intermediate, wounds of scalp, axillae, trunk and/or extremities (excl. hands and feet); 2.5cm or less	12031	446.00	446.00
Repair, intermediate, wounds of scalp, axillae, trunk and/or extremities (excl. hands and feet); 2.6 cm to 7.5 cm	12032	567.00	567.00
Repair, intermediate, wounds of scalp, axillae, trunk and/or extremities (excl. hands and feet); 7.6 cm to 12.5 cm	12034	586.00	586.00
Repair, intermediate, wounds of scalp, axillae, trunk and/or extremities (excl. hands and feet); 12.6 cm to 20.0 cm	12035	713.00	713.00

Repair, intermediate, wounds of scalp, axillae, trunk and/or extremities (excl. hands and feet); 20.1 cm to 30.0 cm	12036	791.00	791.00
Repair, intermediate, wounds of scalp, axillae, trunk and/or extremities (excl. hands and feet); over 30.0 cm	12037	900.00	900.00
Repair, intermediate, wounds of neck, hands, feet and/or external genitalia; 2.5 cm or less	12041	446.00	446.00
Repair, intermediate, wounds of neck, hands, feet and/or external genitalia; 2.6 cm to 7.5 cm	12042	543.36	543.36
Repair, intermediate, wounds of neck, hands, feet and/or external genitalia; 7.6 cm to 12.5 cm	12044	675.00	675.00
Repair, intermediate, wounds of neck, hands, feet and/or external genitalia; 12.6 cm to 20.0 cm	12045	750.00	750.00
Repair, intermediate, wounds of neck, hands, feet and/or external genitalia; 20.1 cm to 30.0 cm	12046	892.00	892.00
Repair, intermediate, wounds of neck, hands, feet and/or external genitalia; over 30.0 cm	12047	982.00	982.00
Repair, complex, trunk; 1.1 cm to 2.5 cm	13100	628.00	628.00
Repair, complex, trunk; 2.6 cm to 7.5 cm	13101	742.00	742.00
Each additional 5 cm or less (Use in conjunction with 13101)	13102	228.00	228.00
Repair, complex, scalp, arms, and/or legs; 1.1 cm to 2.5 cm	13120	657.00	657.00
Repair, complex, scalp, arms, and/or legs; 2.6 cm to 7.5 cm	13121	800.00	800.00
Each additional 5 cm or less (Use in conjunction with 13121)	13122	250.00	250.00
Repair, complex, forehead, cheeks, chin, mouth, neck, axillae, genitalia, hands and/or feet; 1.1 cm to 2.5cm	13131	724.00	724.00
Repair, complex, forehead, cheeks, chin, mouth, neck, axillae, genitalia, hands and/or feet; 2.6 cm to 7.5cm	13132	895.00	895.00
Each additional 5 cm or less (Use in conjunction with 13132)	13133	336.00	336.00
Each additional 5 cm or less (Use in conjunction with 13152)	13153	364.00	364.00

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made effective the ____ day of _____, 2025 ("Effective Date") by and between CITY OF COLUMBIA, TENNESSEE ("Business Associate") and MAURY REGIONAL HOSPITAL and Affiliates, a Tennessee governmental entity ("MRMC" or "Covered Entity"). The purpose of this Agreement is to satisfy certain obligations of MRMC under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and their implementing regulations, to ensure the integrity, security and confidentiality of Protected Health Information. This agreement supersedes any previous Business Associate Agreement or Addendum between the Parties.

Section 1. Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR §160.103.
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term covered entity" at 45 CFR §160.103.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Section 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (b) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (c) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;
- (d) Immediately report (within 5 days) to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware. Such report shall include at least the following information:
 - (1) the identity of each individual whose information was accessed, acquired or disclosed during the breach;
 - (2) a brief description of what happened;
 - (3) the date of the breach and the date of discovery of the breach;
 - (4) the nature of the Unsecured Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);

- (5) any steps individuals should take to protect themselves from potential harm resulting from the breach; and
- (6) a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches;
- (e) In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits on behalf of Business Associate agrees to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information; Business Associate shall enter into written agreements with any subcontractors, and the terms of such agreements shall incorporate the applicable requirements of, and otherwise comply with, the HIPAA Rules.
- (f) Provide access to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524;
- (g) Make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 or take other measures in the time and manner designated by Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR §164.526.
- (h) Make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Regulations;
- (i) Document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity or Business Associate to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528;
- (j) Provide to Covered Entity information collected in accordance with Section 2(i) of this Agreement, to satisfy the requirements for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528 or Section 13405(c)(3) of the HITECH Act. The Parties agree and acknowledge that it is the Covered Entity's responsibility to respond to all such requests;
- (k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in Section 3(a)(1)(B) of this Agreement;
- (l) Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it;
- (m) Immediately report to Covered Entity any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system;
- (n) To the extent the business associate is to carry out one or more of covered entity's obligations(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation;
- (o) None of its employees, contractors, Governing Body members or shareholders appear in the list of excluded individuals/entities as published by the Department of Health and Human Services (DHHS) Office of the Inspector General (OIG List), nor in the list of debarred contractors as published in the System for Award Management by the General Services Administration (GSA) list;
- (p) Review the OIG List and the GSA List prior to the hiring of any new employees, contractors, or Governing Body Members and shall, on a monthly basis, for all employees, contractors or Governing Body members and shareholders, review the OIG and GSA Lists to ensure that none of these persons or entities are excluded or become excluded from participation in Federal programs;

Section 3. Permitted Uses and Disclosures by Business Associate

(a) Statutory Duties

- (1) Business Associate acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
- (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
- (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), Business Associate shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
- (2) Business Associate acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.

(b) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the underlying service agreement between the parties, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary standard.

(c) Specific Use and Disclosure Provisions

- (1) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (2) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (3) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).
- (4) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).
- (5) As of the effective date of Section 13405(d) of the HITECH Act, Business Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

Section 4. Obligations of Covered Entity

Covered Entity shall:

- (a) Notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information;
- (b) Notify Business Associate of any changes in, or revocation of, permission by Individuals to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information;
- (c) Notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Section 5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

Section 6. Term and Termination

(a) Term. The Term of this Agreement shall begin as of the Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is not feasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure is feasible, report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

Section 7. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Regulations or Security Regulations means the section in effect, or as amended.

(b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

(c) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules

(e) Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee.

(f) Indemnification. Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Covered Entity and his/her respective employees, directors, and agents

(collectively, the "Covered Entity Indemnitees") to the extent any claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution to which the Covered Entity Indemnitees may become subject as the result of any: (i) breach of this Agreement by Business Associate; (ii) failure of Business Associate to perform its obligations hereunder; (iii) negligence or legal fault of Business Associate, its directors, officers, agents or employees; or (iv) violation of the Regulations by Business Associate.

(g) Identity Theft Regulations. To the extent that Business Associate provides services in connection with an account maintained by the Covered Entity that permits patients to make multiple payments for services rendered by the Covered Entity (including, but not limited to, billing and collection services), Business Associate shall have and follow policies to detect and prevent identity theft in accordance with the identity theft regulations of the Federal Trade Commission, 16 C.F.R. §681.2. In addition, in such case Business Associate shall: (1) immediately report to Covered Entity any pattern, practice, or specific activity that indicates the possible existence of identity theft ("Red Flags") involving anyone associated with Covered Entity, including its patients, employees, and contractors, and (2) take appropriate steps to prevent or mitigate identity theft when a Red Flag is detected.

(h) Notices. All notices pursuant to this agreement must be given in writing and shall be effective when received if hand-delivered or upon dispatch if sent by reputable, overnight delivery service, facsimile or U.S. Mail to the appropriate address or facsimile number as set forth herein:

Covered Entity Point of Contact:

Maury Regional Hospital and Affiliates
Attn: Chief Medical Officer
1224 Trotwood Avenue
Columbia, TN 38401

Phone Number: 931-381-1111

With Copy to:

Maury Regional Hospital and Affiliates
Attn: Chief Compliance Officer
1224 Trotwood Avenue
Columbia, TN 38401
Phone Number: (931) 540-4338
Fax Number: (931) 490-7068

(i) OCR Required Business Associate Information:

Type of Service(s) provided:

Medical services for municipality

Business Associate Website URL: www.columbiatn.gov

Business Associate First Point of Contact: Mayor Chaz Molder

Name: Chaz Molder

Title: Mayor

Address: 700 N. Garden Street

City/State/Zip: Columbia, TN 38401

Phone Number: (931) 560-1510

Fax Number: N/A

Email address: chaz.molder@columbiatn.gov

Business Associate Second Point of Contact: Tara Smith

Name: Tara Smith

Title: Benefits Administrator

Address: 700 N. Garden Street

City/State/Zip: Columbia, TN 38401

Phone Number: (931) 560-1572

Fax Number: N/A

Email address: tsmith@columbiatn.gov

The parties have caused this Agreement to be executed on the date first written above.

[BUSINESS ASSOCIATE]
CITY OF COLUMBIA, TENNESSEE

[COVERED ENTITY]
MAURY REGIONAL HOSPITAL AND AFFILIATES

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved as to Legal Form:



Jake Hubbell, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kellye Murphy, Tourism & Marketing Director, kmurphy@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A WORK ORDER BETWEEN THE CITY OF COLUMBIA AND GRANICUS IN THE AMOUNT OF \$3,274.79 FOR A BLOG MODULE TO BE ADDED TO THE VISIT COLUMBIA WEBSITE.

RECOMMENDATION: Approve.

INFORMATION: Utilizing blogs for marketing has proven to be one of the most effective means of generating interest in a destination like Visit Columbia, featuring timely trends, events, points of interest, the holidays, evergreen "best of" lists for restaurants, and much more.

CERTIFICATION: The Chief Financial Officer certifies that \$3274.79 is budgeted and unencumbered in Tourism - Software Maintenance.

ATTACHMENTS: Staff Report, Granicus Work Order.

Granicus Proposal for Visit Columbia TN

ORDER DETAILS

Prepared By: Cindy Croftcheck
Phone:
Email: cynthia.croftcheck@granicus.com
Order #: Q-492173
Prepared On: 20 Oct 2025
Expires On: 24 Nov 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 05 Apr 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
CMS-Workorder: Blog Setup - Tier 1	Up Front	1 Each	\$2,500.00
SUBTOTAL:			\$2,500.00

New Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
CMS-MODULE: Blog (Basic) - License	24 Nov 2025 - 05 Apr 2026	Annual	1 Each	\$2,099.99	\$774.79
SUBTOTAL:				\$2,099.99	\$774.79

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

PRODUCT DESCRIPTIONS

Solution	Description
CMS-MODULE: Blog (Basic) - License	In today's world of Digital Marketing, the blog has proven to be one of the most effective means of generating excitement and interest in your destination. A blog is the perfect place to post using unique voices, highlight timely trends or post evergreen "best of" lists for restaurants, attractions and more. Such a dynamic module deserves an exciting presentation. The tiers offered below can create an exciting home page, collection widgets or even an Editorial Suite to perfectly capture your team's amazing blog content.
CMS-Workorder: Blog Setup - Tier 1	Your Special Projects Team will initialize and implement this module based on your website styling and configuration.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-492173 dated 20 Oct 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Visit Columbia TN to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-492173 dated 20 Oct 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Visit Columbia TN	
Signature:	
Name:	
Title:	
Date:	

Attested By:

Thad H. Jablonski, City Recorder

Approved as to Legal Form:

Jake Hubbell, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kellye Murphy, Tourism & Marketing Director, kmurphy@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF COLUMBIA AND CONTENT CREATOR ALANNA PAEZ IN THE AMOUNT OF \$4,000 FOR A HOLIDAY SOCIAL MEDIA MARKETING CAMPAIGN.

RECOMMENDATION: Approve.

INFORMATION: Visit Columbia is working more with social media content creators as part of the marketing strategy designed to reach travelers through social media, the Visit Columbia website, and blog posts to encourage and inspire travel to Columbia while building brand awareness.

CERTIFICATION: The Chief Financial Officer certifies that \$4,000 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report, Alanna Paez Content Creator Agreement 2025.

City of Columbia TN x Alanna Paez Influencer Agreement

This Agreement is made and entered into as of **November 13, 2025** (the "Effective Date") by and between **Alanna Paez** ("Influencer"), and **City of Columbia TN**. ("Brand"). Influencer and Brand may be individually referred to as a "Party" and collectively referred to as the "Parties". The term "Campaign" refers to the project and its Deliverables this Agreement has been created for. In consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

1. Deliverables and Revision Limits. Influencer agree to create the following deliverables:

- **1 collaborative Instagram Reel between @PeriodicAdventures and @VisitColumbia, cross-posted on Facebook collaboratively highlighting cozy holidays in Columbia**
- **1 blog post (1,500 words maximum) about holidays in Columbia for VisitColumbiaTN.com**
- **1 blog post (exact word count up to Influencer's discretion) on PeriodicAdventures.com showcasing Columbia and highlighting the holidays as a great time to visit**
- **All deliverables to be shared within 2 weeks of conclusion of experience to take place November 14 - 16, 2025**
- **All content will include Influencer's authentic opinions and will follow Federal Trade Commission requirements**
- **Should revision of content be necessary, only one revision per deliverable item is included. For further revisions, please inquire for associated fee.**

2. Compensation. **City of Columbia TN** will pay Influencer \$4,000 to cover deliverables fee and all travel expenses including but not limited to mileage, gas, accommodation, meals, and activities. For any additional content beyond what is outlined in Section #1, please inquire for Influencer rates by contacting **alanna@periodicadventures.com**.

3. Content Usage Rights. Influencer retains all copyrights and ownership of all content. Influencer grants **City of Columbia TN** the right to share social media content posted on @PeriodicAdventures as collaborative posts and resharing including using the repost feature and resharing to Stories. Influencer grants **City of Columbia TN** sole right to publish dedicated holiday blog post on VisitColumbiaTN.com with credit and byline to Influencer. This content may not be redistributed or published elsewhere including any professional photos inlaid in the blog post. For whitelisting, exclusivity, or organic or paid

usage of social media content beyond what is outlined, please inquire for rates by contacting alanna@periodicadventures.com.

4. **Term & Termination.** The terms and conditions of the Agreement are effective as of the Effective Date, and shall continue for three (3) months unless terminated earlier by one of the Parties.

If **City of Columbia TN** terminates contract for internal reasons that is not the fault of either party or due to mis-representations as outlined in Section #5, Influencer is entitled to a termination fee matching 25% of compensation as outlined in Section #2.

If Influencer terminates the contract for internal reasons that is not the fault of either party or due to mis-representations as outlined in Section #5, they are required to return associated travel and deliverables fees already remitted where maximum is outlined in Section #2, to **City of Columbia TN**.

Force Majeure: Neither Party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to natural disasters, internet outages, illness, or other unforeseen events.

5. **Influencer Representations & Warranties.** Influencer represent and warrant that:

- Influencer have taken reasonable care to ensure that all facts and statements in the Services are accurate;
- All Deliverables are Influencer's sole and original creations, are not owned by any third party, and do not (and their use will not) infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret or other intellectual property right, or any right of publicity or privacy;
- Influencer will ensure that all Services comply with applicable Federal Trade Commission requirements for endorsements.

6. **Confidentiality.** Parties agree not to disclose or otherwise make available to any third party any information that is treated as confidential by the other Party, including, without limitation, information pertaining to its customers, pricing, marketing, and content development ("Confidential Information"), without the express prior written consent of the other Party or if required by law to do so. In order to be protected under this Agreement, any Confidential Information must be clearly marked as confidential, secret or with a similar legend. No party will have any responsibility under this Agreement for any information that is not so marked at the time of disclosure. Any oral or visual disclosures must be designated as confidential at the time of the disclosure and confirmed as confidential in a written notice delivered within 20 days after the disclosure, describing the oral or visual information disclosed and stating that the information is confidential.

7. Use Of Name. Influencer grants **City of Columbia TN** the right to use Influencer's name, likeness and biographical and professional information in connection with **City of Columbia TN's** use of the Deliverables delivered under this Agreement, for **duration of usage rights term (3 months from receipt of deliverables)**.

8. INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD Influencer, ITS SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE OFFICES, AGENTS, PARTNERS AND EMPLOYEES, HARMLESS FROM AND AGAINST, ANY LOSS, DAMAGE, LIABILITY, CLAIM, OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR CONTRIBUTED CONTENT, ARISING OUT OF OR RELATED TO CAMPAIGN OR DELIVERABLES, AND/OR ARISING FROM A BREACH OF THIS AGREEMENT AND/OR ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, SS RESERVE THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY Influencer, AND YOU AGREE TO COOPERATE, AT YOUR EXPENSE, WITH Influencer's DEFENSE OF CLAIMS. Influencer WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING WHICH IS SUBJECT TO THIS INDEMNIFICATION UPON BECOMING AWARE OF IT.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL Influencer OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO BRAND OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM THE CAMPAIGN AND/OR DELIVERABLES CREATED FROM THE CAMPAIGN, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Influencer' LIABILITY TO BRAND FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY BRAND TO Influencer FOR THE CAMPAIGN AND/OR THE CAMPAIGN DELIVERABLES.

10. Governing Law. Any claim relating to the Campaign shall be governed by Tennessee jurisdiction without regard to its conflict of law provisions.

Please acknowledge this Agreement by signing and dating this Agreement in the space below and returning a copy to the attention of the assigning agent by scan/email.

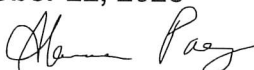
City of Columbia TN Representative's Name: **Mayor Charles (Chaz) Molder**

City of Columbia TN Representative's Date:

City of Columbia TN Representative's Signature:

Influencer's Name: **Alanna Paez**

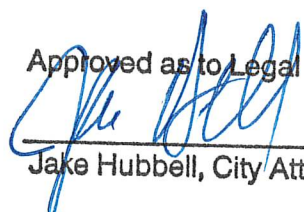
Influencer's Date: **October 22, 2025**

Influencer's Signature: 

Attested By:


Thad H. Jablonski, City Recorder

Approved as to Legal Form:


Jake Hubbell, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.gov 931-560-1451

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF COLUMBIA AND MOSSA GROUP FITNESS FOR OFFERING THE GROUP POWER PROGRAM AT THE COLUMBIA AQUATICS & RECREATION CENTER.

RECOMMENDATION: Approve.

INFORMATION: The Parks and Recreation Department would like to offer a new fitness program called Group Power. This is a one hour, cutting edge strength training workout designed to get you muscle strong and movement strong. It combines traditional strength training with full-body, innovative exercises using an adjustable barbell, weight plate, body weight, a step, heart-pounding music and expert coaching.

CERTIFICATION: The Chief Financial Officer certifies that \$1,800 is budgeted and unencumbered in Parks – Columbia Aquatics and Rec Center – Other Services.

ATTACHMENTS: Staff Report, Mossa Group Fitness agreement



Group Fitness License Agreement

Date: *

mm/dd/yyyy 

This MOSSA Facility License Agreement (the "Agreement") is made and entered into as of the date specified above (the "Execution Date") by and between THE STEP COMPANY d/b/a MOSSA, a Georgia corporation with a principal place of business located at the address 2130 Newmarket Parkway, Marietta, GA 30067 ("MOSSA") and the entity whose principal place of business is set forth below (the "Licensee") (MOSSA and Licensee are collectively referred to hereinafter sometimes as the "Parties").

1. License: MOSSA hereby grants Licensee a non-exclusive license to provide instruction in the programmed exercise routines conducted to music as identified in Exhibit A (collectively, the "Exercise Routines").
2. Monthly License Fee: The monthly fee to be paid by Licensee to MOSSA for the license granted in this Agreement shall be as shown in Exhibit B (the "Monthly License Fee"). As payment for the license granted in this agreement, Licensee authorizes MOSSA to draft the following bank or to charge the following VISA, American Express, MasterCard or Discover account for the Monthly License Fee each and every month of the Agreement (the "Authorized Bank or Credit Card Account").
3. Licensed Facilities: The license and other rights granted in this Agreement are limited to use in the locations identified on the attached Exhibit C, as amended by the Parties from time to time.

Should Licensee decide to discontinue the Program(s) notify MOSSA at 800.729.7837 with requested cancellation date. Monthly License Fee billing will end upon discontinued use of all MOSSA Programs, Licensed Trademarks, and the return of Licensed Works.

Exhibit A- Exercise Routines/Licensed Trademarks and Licensed Works

Programmed exercise routines conducted to music include:

- 3D30® - Loaded Movement Training
- ATHLETE30® - Interval-Based Athletic Training
- Group Active® - Cardio, Strength, Mobility Workout
- Group Blast® - Athletic Cardio Step Workout
- Group Centergy® - Mind-Body, Strength & Mobility Workout
- Group Core® - Athletic Core Workout
- Group Fight® - MMA-Inspired Cardio Workout
- Group Groove® - Dance Fitness Workout
- Group Power® - Muscle & Movement Strength Workout
- Group Ride® / R30® - Indoor Cycling Workouts (60 minute/30 minute)
- MOVE30® - Movement Health Program

Programs may be added or deleted by MOSSA at any time.

Licensed Trademarks available for use:

- LET'S MOVE!® - Company taglinename

MOSSA may add or delete Licensed Trademarks at any time.

The "Licensed Trademarks" include 3D30, ATHLETE30, GROUP ACTIVE, GROUP BLAST, GROUP CENTERGY, GROUP CORE, GROUP FIGHT, GROUP GROOVE, GROUP POWER, GROUP RIDE, MOVE30 and R30, as well as LET'S MOVE!.

The "Licensed Works" include advertising and promotional materials in the form provided by MOSSA. For Instructor Manuals, the License is limited to printed form only and to use of manual only. All other rights reserved by MOSSA. For the Exercise Routine, the License is limited to the digital form only and to the use of the digital form for educational purposes only. All other rights reserved by MOSSA.

Exhibit B- Monthly License Fee

Standard Pricing:

The Monthly License Fee per facility is as follows:

1st Program - \$150
 2nd Program - \$150 - \$ 300 Total
 3rd Program - \$150 - \$ 450 Total
 4th Program - \$150 - \$ 600 Total
 5th Program - \$100 - \$ 700 Total
 6th Program - \$100 - \$ 800 Total
 7th Program - \$0 - \$ 800 Total

Each program above the 6th program will be \$0 per month provided that program is produced solely by MOSSA and not under a joint venture.

The Monthly License Fee is due on the first of each month and may be paid either by pre-authorized bank draft or credit card. The Monthly License Fee for each program begins on the second month after the completion of Initial Training (Training completed in March – Monthly License Fee begins May 1st) or on the first of the month after Licensee begins classes in the Exercise Routines, whichever occurs first.

The Monthly License Fee rate is guaranteed for one year. After the initial year the fee may be increased in accordance with the increase in the Consumer Price Index.

Exhibit C- Licensed Facilities

Number of locations *

Company Name: *

DBA Name:

Street Address *

City *

State *

Zip Code *

Phone Number *

Facsimile

Owner's Name ***Owner's Email Address****Facility 1 *****Facility 1 City *****Facility 1 State *****Please select the Initial Program to be Licensed: ***

- ☐ 3D30
- ☐ ATHLETE30
- ☐ Group Active
- ☐ Group Blast
- ☐ Group Centergy
- ☐ Group Core
- ☐ Group Fight
- ☐ Group Groove
- ☐ Group Power
- ☐ Group Ride
- ☐ MOVE30
- ☐ R30

MOSSA On Demand Affiliate Program:

The MOSSA On Demand Affiliate Program enables you to offer digital workouts to your members & potential members and earn additional revenue. Through the MOSSA On Demand Digital Streaming service, your members have access to the consumer versions of the MOSSA Programs you offer in your facility anytime, anywhere, on any type of device for a low monthly subscription. For each person that subscribes to MOSSA On Demand from your marketing efforts, you'll receive a revenue share of 10% of the monthly subscription. MOSSA On Demand Affiliate disbursements are made each quarter.

Please make a selection: *

- ☐ Yes - Opt me in for the MOSSA On Demand Affiliate Program
- ☐ No - I prefer not to opt in at this time

Licensee acknowledges and agrees that MOSSA may send faxes and/or electronic mail on services, products, etc. that we offer.

Acceptance of Agreement

Please fill in the Name, Position and Email address of the person filling out this form.

By filling in the information below you accept that you are authorized by the facility to make legal decisions on their behalf.

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature include any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

Licensee has fully reviewed and agreed to all of the terms and conditions of this Agreement. By typing my electronic signature below, I agree to be bound by the terms of this Agreement. *

☐ Accept

Name: *

Position *

Email: *

Billing Information

The Accounting Contact listed below will receive receipts/invoices.

Accounting Contact *

Accounting Contact Email Address *

Please select your preferred method of payment: *

☐ Bank Direct Draft

☐ Credit Card

Submit



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.gov, 931-560-1451

AGENDA ITEM TITLE: APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND DWR AQUATICS IN THE AMOUNT OF \$524,497.00 TO COMPLETE THE POOL RENOVATIONS AT THE COLUMBIA AQUATICS & RECREATION CENTER.

RECOMMENDATION: Approve.

INFORMATION: Bids were opened on October 1, 2025, with DWR Aquatics submitting the lowest bid for the project to complete the pool renovations at the Columbia Aquatics & Recreation Center in the amount of \$524,497.00.

CERTIFICATION: The Chief Financial Officer certifies that \$524,497 is budgeted and unencumbered in Parks – Columbia Aquatics and Rec Center – General Purpose Machinery And Equipment.

ATTACHMENTS: Staff Report, DWR Aquatics agreement, Bid tab.



COLUMBIA AQUATICS AND RECREATION CENTER

Qualifications and Notable info of Project Executive – Taylor White and DWR AQUATICS

Installed the 2024 Olympic Trials Pool

- Member of The National Plasterers Council
- Board of Directors National Plasterers Council
- Chairman of Education Committee National Plasterers Council
- Committee Member of American National Standards Institute (ANSI) 2018 Commercial Swimming Pool Plaster
- Committee Member of American National Standards Institute (ANSI) 2018 Commercial Swimming Pool Plaster 2025
- Approved Applicator of Hydrazzo
- \$3,000,000.00 Monetary limit GC Lisc #

SCOPE OF WORK IS TO BE PER SPECIFICATIONS OF THE ITB – COLUMBIA AQUATICS AND RECREATION CENTER POOL RENOVATIONS (SEE ATTACHED AS EXHIBIT A)

Send approval request to local health dept

Pool Plaster Finish (ARTIC WHITE HYDRAZZO 10 YEAR WARRANTY) EXCEEDS ORIGINAL SPEC OF A 5 YEAR WARRANTY)

Drain Pool

Ensure Hydrostatic relief valves are open to help prevent the floating of the pool

Inspect Main Drain cover and sumps

Cut and remove hollow spots if hollow spots exceed 20 of surface area. A order may be needed to address this condition.

Install new racing lane tile (NOT APPLICABLE_

Install new targets (NOT APPLICABLE

Adress cracks in the shell with Green Mountain epoxy

Chip out around return fittings 6-8 inches

Clean surface using 5000psi pressure washer

Acid wash

Neutralize acid

Rinse

Apply degreaser

Rinse again

Seal around an pipe penetration entering the pool to help ensure against leaks

Seal around light niches

Seal conduit in light liches to safeguard against leaks

Tape off return fittings

Apply Scratch coat to act as a primer for pool plaster

Apply Plaster finish

Allow batches to mix between 5-7 minutes before application

Apply plaster using a plaster pump for even application of material.

No Re-tempering of plaster

Trowel plaster to a smooth finish

Allow to dry

Fill pool

Perimeter Tile and step tile

- Remove old tile and dispose of old tile
- Install 2 inch by 2 inch black or dark blue tile at riser and treads for steps (Per Health dept regulations)
- Remove old thinnest from tile bed
- Seal cracks in tile bed
- Seal around skimmer throats
- Clean and prepare old tile bed
- Install new tile 6x6 that is frost proof and acid proof (client to choose color)
- Install Ceramic Modified thin set suitable for swimming pool use.
- Install new depth markers
- Grout to be white in color
- Grout in between coping stone and tile
- Wipe off haze of grout

Coping Stone

- Remove old coping
- Discard old coping
- Prepare top of bond beam for mortar (clean off old mortar, clean,
- Apply ceramic modified mortar
- Install coping stones
- Install new grout (Gray in color)

Krete Kote Installation

6. Multi-coat brand deck coating of the outdoor pool deck area, including the walkway to the front door. All drains are to be tested and replaced, if necessary, before installation of decking material. Area to be cleaned to meet all deck coating manufacturers specifications. All crack repairs are included in this bid. 2 coats of color and 1 seal grip. Tile depth markers are to be installed at level at grade around the pool. 1 large city logo in the pool area and 1 smaller logo at the entrance of the building. Splash pad to be included in deck coating bid. *Pressure washing, cleaning and touch up will be included for 3-years. 3-year warranty included with the exception of cracks.*

OTHER SCOPES PER SPECIFICATIONS:

- Pump room and Mechanical
- DECK COATING INSTALLATION
- STAIRS INSTALLATION
- INTERIOR POOL LIGHTS
- HEATERS INSTALLTION
- SLIDE PUMP
- ELECTRICAL WORK
- GAS LINES
- REMOVE SPA PUMPS AND FILTER
- PER INVITATION TO BID SPECIFICATIONS – SOLICITATION # 444-0925-18 (ATTACHED AS EXHIBIT A)

GENERAL REQUIREMENTS:

DWR to start fill of pool. Once pool is full DWR will re-activate filtration system and adjust water chemistry accordingly.

- Contract with General Contractor/Client.
- Mobilization to project site.
- On site-storage (secure) area for material/tools.
- Project submittals for materials/equipment/systems included in DWR scope of work.
- Closeout items
- O&M Manuals
- Warranty info
- One Site Training with client and their team
- OSHA 30 Certification of our superintendent and crew
- Professional and experienced crew for the installation
- 1 punch list will be created at the end of the project. Both DWR and client will review and schedule accordingly. Punch list items will be made in writing.
- Weekly meetings and updates to the client for progression (Teams or in person)

Outdoor work is to start within 10 days of Notice to Proceed.

Project Deadline is to complete Items 1-12 of the ITB by April 15 2026

Item 13 of the ITB will start After May 25 2026 and completed by June 25 2026

EXCLUSIONS:

- Project Scope of Work for DWR Construction Inc. will not include any structural calculations/engineering in any area or for any scope of work.
- No structural engineering of Deck and surrounding areas of pool are included in this Cost Estimate.
- No support, in ground or any type of piles is included in this Estimate.
- No dewatering is included in this Estimate. I.e. Well points, dams,
- No hauling of spoils of other trades
- Blasting of rock
- Temporary ventilation/heating or cooling of natatorium during construction
- Plate or large rock removal required by demo hammer or excessive means to remove. This will be quoted separately of the scope of work
- Helical Piles are by others and are NIC (Not in Contract).
- Construction of Mechanical Room building/area.
- Showers and eyewash stations
- Breakers, Sewer and Storm Water
- Water for pool fill.
- Temporary Power.
- Temporary fencing
- Any testing of concrete, materials, and related items.
- Shoring.
- Perimeter lights
- Floor drains in pump room
- Sewer connection for backwash
- Back flow valves for freshwater system
- Prevailing wages/Davis Bacon wages/Union/Etc.
- Parking to be provided for service and company vehicles.
- Permits for street use.

Total Cost

Schedule of Values to be invoiced on percentage of completion or delivery of goods

Payment Terms

Mobilization	\$35,000.00
Plaster, Tile, deck coping Materials	\$110,000.00
Plaster, tile, deck coping Labor	\$125,000.00
Outdoor Pool Equipment/Mechanical (Materials)	\$75,000.00
Outdoor Pool Equipment/Mechanical (Labor)	\$85,997.00
Steps Materials	\$15,000.00
Steps Labor	\$5,000.00
Indoor Pool	
Pump room Materials	\$45,000.00
Pump Room Labor	\$28,500.00
TOAL COST	\$524,497.00

Weather Conditions- In the event there is a 30% chance of inclement weather Rain, Sleet, snow, Thunderstorms, High Winds, Tornados, Hail, Flooding Hurricanes (but not limited to these and other acts of God. We may have to cancel work for that day, evening, following morning or next day due to the sensitive nature of the materials we install, and the impact weather items may have on cure times and the ability for the material to be installed.

Warranty:

- In the event of a warranty claim, the client will provide in writing the issue at hand. Once received, DWR will review and determine the best course of action to address the issue. Warranty claims may be subject to manufacturer review for acceptance. Lack of maintenance and neglect is not subject to warranty acceptance.
- Finishes are per the manufacturer's warranty.
- Warranty does not include neglect of water chemistry, vandalism, storm damage, freeze damage, neglect of maintenance weather damage, normal wear and tear.

Change Orders:

Change orders will be made in writing and signature required on both parties before commencement of work or materials/goods are ordered.

Ingress / Egress

Owner agrees to provide to the Contractor all keys or lock combinations to access the property. Owner agrees to provide to the Contractor reasonable egress and ingress to the work area.

Owner shall be responsible for eliminating (removal of or re-positioning of) any obstructions. (Utility poles, meters, gates, landscaping, fencing, etc. but not limited to these herein described) as needed. Ruts, creation of mud and dirt piles is to be expected. Re-seeding, sod, hydroseeding, topsoil, excavation is not provided by DWR. The owner is to install construction road if needed at no cost to DWR. If construction road cannot be provided by Owner, DWR will provide a quote accordingly.

Payments:

Owner agrees to make payments within 30 days of presentation of invoice of the above-mentioned schedule of values. Any grievance with a invoice is to be made within 24 hours of the submitted invoice via written notice via email.

If a invoice remains unpaid for a period of 31 days or greater, pool contractor reserves the right to de-mobilize and return to the site upon full payment of said invoice.

Invoices unpaid after 30 days shall be subject to a service charge of 1.75%, 21% per annum to begin on the 11th day from the date of the invoice and a collection penalty for the first month (30 days unpaid) of \$250.00. Invoice shall accrue the service charge every 30 days thereafter.

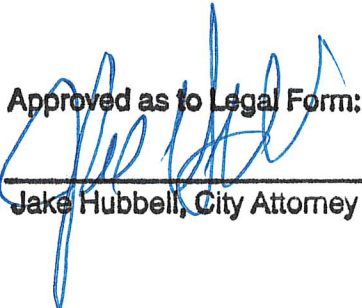
CLIENT _____ DATE _____

DWR AQUATICS _____ DATE _____

Attested By:

Thad H. Jablonski, City Recorder

Approved as to Legal Form:



Jake Hubbell, City Attorney

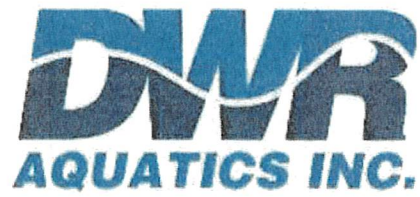
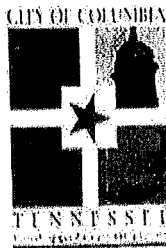


EXHIBIT A



**Invitation to Bid – Columbia Aquatics & Recreation Center
Pool Renovations
Solicitation # 444-0925-18
September 17, 2025**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 P.M. CT Wednesday, October 1, 2025**, and then publicly opened and read aloud for Columbia Aquatics & Recreation Pool Renovations.

If you are an individual with a disability and require reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Sommar Jaynes at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.

Bid Instructions:

To be considered, you must submit the following:

1. Bids must contain a completed Drug Free Workplace Affidavit, Iran Divestment Statement.
2. Bid envelopes shall conform to the requirements of TCA 62-6-119 whereby the following information shall appear on the outside of the bid envelope if the bid amount equals or exceeds \$25,000.00 for prime contractors and subcontractors as required by TCA 62-6-119:

Project title: Columbia Aquatics & Recreation Pool Renovations
Bidder's name and address.
Bidder's Tennessee Contractor's License Number.
Bidder's License Expiration Date.
Bidder's License Classification.

3. Completed Bid Sheet as provided with this invitation together with an explanation of any exceptions taken to specifications or additional conditions of the bid.
4. Vendors must have on file before award a current copy of the City of Columbia vendor application. Application may be completed online at <https://vrapp.vendorregistry.com/Vendor/Register/Index/columbia-tn-vendor-registration>. Paper applications are available upon request.
5. All forms must be signed by someone with the authority to bind the bidder.

All bid documents shall be returned to:

Purchasing Agent, City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401.

Or

Electronically through Vendor Registry at

<https://vrapp.vendorregistry.com/Vendor/Register/Index/columbia-tn-vendor-registration>

on or before 2:00 PM on the opening date of bid, October 1, 2025.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed or E-mailed bids will not be accepted, if you want to utilize electronic submission it must be done through Vendor Registry link noted above.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid, and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the bases of race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, sexual orientation, gender identity or expression, genetic information or any other characteristic protected by law. Nor does it exclude from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

SCOPE

The City of Columbia is seeking sealed bids from qualified companies for a complete remodel of an existing out-door pool that is 177,000 gallons as well as replacement of equipment and removal of existing equipment in indoor lap pool.

WORK TO BE COMPLETED

1. Remove all coping, clean area and dispose of coping off site at your cost and location. Install new bull nosed limestone coping to meet all codes, including but not limited to installing rope and caulking to City Standards. *2-year labor and materials warranty required on workmanship and materials.*
2. Remove all tiles, clean area and dispose of tile off site at your cost and location. Install new 6"x 6" standard pool tile within industry standards with grout and thin set mortar designed for the application. *2- year labor and materials warranty required.*
3. Remove all plaster from existing pool. The pool was built in the 1970's and has many layers of plaster in place. Clean all plaster off down to gunite. All materials removed must be disposed of offsite and at your cost. Replace tile cross's and swim lanes as necessary. Replace plaster with Pebble Sheen (color to be determined). Installer must be certified by the manufacturer. *5-year workmanship and materials warranty required.*
4. Remove all existing plumbing, filters, filter sand and pump with electronics in the pump room. All valves will be removed. All equipment must be removed by hand because of location. You will see this on the site visit. There are extra pumps and old sand filters that will be removed also. All electric is to be removed or made safe by the National electric code standard. The entire area must be cleaned. Everything removed must be disposed of offsite at your cost and location. Install new Hayward HCP 401003 pump with extra basket, Hayward HCPVFD423003P Variable frequency drive. *All electrical hook up must be included.* 3 Hayward Sand filters HCF236C. Fill with sand and gravel as

per manufacturers standard, Replumb everything with 6" pipe in the trunk line and 6" valves in all locations to be able to back wash. Install valves on each side of filter to allow any filter to be taken offline for repair. Heater flow meter H2OFLOW to be installed. Hayward heater bypass manifold TBB1040TPEG to be included. 2 Heater Sacrificial anodes Pool tool 104-D will need to be installed. Install all chlorine and acid feeder connections per manufacturer standards, supply and install all flow meters necessary. *All parts and labor for 3-year warranty for all work. Everything must meet Tennessee Department of Health Standards.*

5. Replace all 5 lights in the pool with Hayward LPCUS22100. All removed lights must be disposed of off-site and at your cost. Any modifications to the niche will be included in this bid. All installations must be permitted and meet or exceed the national electric code. All wiring and permits are responsibility of successful bidder. *3-year warranty for all labor and materials.*

6. Multi-coat brand deck coating of the outdoor pool deck area, including the walkway to the front door. All drains are to be tested and replaced, if necessary, before installation of decking material. Area to be cleaned to meet all deck coating manufacturers specifications. All crack repairs are included in this bid. 2 coats of color and 1 seal grip. Tile depth markers are to be installed at level at grade around the pool. 1 large city Logo in the pool area and 1 smaller logo at the entrance of the building. Splash pad to be included in deck coating bid. *Pressure washing, cleaning and touch up will be included for 3-years. 3-year warranty included with the exception of cracks.*

7. Provide and install two H500FDNASME Hayward heaters in natural gas. These will be installed outside the pump room with the need for new plumbing line to be run to the new location and gas connected. (see gas quote). Also move one H500FDNASME from inside pump room to new location outside. Provide all plumbing and necessary gas lines. Remove existing vent stack through roof and cover existing holes through roof. All materials removed must be disposed of off-site and at your cost. Heater flow meter H2OFLOW to be installed. Hayward heater by pass manifold TBB1040TPEG to be included. 2 Heater Sacrificial anodes Pool tool 104-D will need to be installed.

8. Replace Slide pump located on pool deck. Pump will be Hayward HCP32900VSP Tristar pump. Installation including plumbing and electricity. An extra basket will be included in part number SPX3200M. All materials removed must be disposed of off-site and at your cost.

9. Secure all loose wires in pump room and make safe per the national electric code. Cover on all boxes with no exposed wires in the room. All materials removed must be disposed of off-site and at your cost.

10. Remove and replace all gas lines in the pump room. Feed new gas line to all gas appliances. Piping should be sized appropriately for each appliance per your engineer's specification. Engineering to be included in this bid. All materials removed must be disposed of off-site and at your cost. Gas lines will need to be fed to the new locations to the heaters as well.

11. Remove all spa pumps and filters, filter sand and all piping associated with the spa. (Spa is not being replaced) All materials removed must be disposed of off-site and at your cost. Remove all electrical from the spa pumps and make safe.

12. Excavate area for new set of steps from the lower parking lot to the upper parking lot. Form and pour concrete walkways and staircase to match existing set. Handrails to be welded to match existing staircase and meet all standards for stairways. Painted yellow to match existing.

13. Replacement of equipment; indoor lap pool equipment and removal of existing lap pool equipment- Equipment is currently in operation and the filter material will need to be removed first. Remove all existing plumbing, filters, filter sand and pump with electronics in the pump room for the lap pool. All valves will be removed. The 2 filters being removed are steel and over 6' tall and will need to be cut up to be removed. All equipment must be removed by hand because of location. You will see this on the site visit. All electric is to be removed or made safe by the National electric code standard. The entire area must be cleaned. Everything removed must be disposed of off-site at your cost and location. The replacement pump will be 3 phase Hayward HCP30303, spare basket for this pump. *All electrical hook up must be included.* The filters will be a (2) HCF348C. Fill with sand and gravel as per manufacturers standard. There will be 2 filters. 2 Hayward H500FDNASME natural gas heaters plumbed outside of the pump room and new gas lines and plumbing lines run to them. Heater flow meter H20FLOW to be installed. Hayward heater bypass manifold TBB1040TPEG to be included. 2 Heater Sacrificial anodes Pool tool 104-D will need to be installed. A manifold system will need to be installed in 4" pipe with 4 valves TBB1040TPEG to allow for backwashing. Install all chlorine and acid feeder connections per manufacturer standards, supply and install all flow meters necessary. *All parts and labor for 3-year warranty for all work.* Everything must meet Tennessee Department of Health Standards.

SPECIFICATIONS & REQUIREMENTS

1. Do a site visit to see the job and job requirements. Call 931-698-0747 (Colton Warfield) to arrange for a site visit.
2. Complete all aspects of this job.
3. No partial bids will be accepted. All listed items must be included in the bid. No partial bids will be considered.
4. Complete the installation of items 1 - 12 of this project by April 15, 2026.
5. Item 13 will start after May 25, 2026, and must be completed by June 25, 2026
6. Must assure all aspects meet or exceed the requirements of the State of Tennessee.
7. Must be a Licensed General Contractor holding a current Tennessee Contractors License with an Engineer on staff.
8. Each trade is responsible for insuring they have the correct license for the work they will be performing.
9. Proof of 1 million dollars in General Liability Insurance with Workers Compensation Insurance.
10. You must apply for and obtain all necessary permits.
11. Agree to be on site within 24 hours of any warranty call.
12. The successful bidder must have an Engineer do site visits 1 time per month during the first 2 years after acceptance of the completion project by the City of Columbia.

GENERAL CONDITIONS

- a. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

- b. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
- c. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
- d. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
- e. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City, shall furnish proof of his authority to make such proposal.
- f. **Alternate Bids:** Alternate bids will be considered providing such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
- g. **Proposal / Bid Sheets:** Bidders shall use the proposal / bid sheets furnished by the City. Failure to submit this sheet as required may render the proposal / bid invalid. Proposal / Bid sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal/bid sheet.
- h. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right

In making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.

- i. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
- j. **Compliance:** Contractor shall abide by all federal, state and local laws and statutes and obtain all permits required in item (o) of these conditions.
- k. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
- l. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
- m. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent for the City of Columbia, Tennessee. All bids will be opened and publicly read at a time as specified within the invitation to bid. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
- n. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
- o. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
- p. **Multi-Year Contracts:** The City reserves the right to enter into multi-year contracts and further has the right to terminate multi-year contracts due to non-appropriation of funds.
- q. **Financial Statements:** Financial statements will be submitted upon request.

r. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.

s. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.
- b. Step Two - If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the City Manager, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

INSURANCE

The awarded vendor, shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The awarded vendor shall furnish a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days' written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of an award.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance -- State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability in the amount of \$1,000,000 CSL (combined single limit).
Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$1,000,000 CSL.

WARRANTY - Vendor shall furnish information regarding any and all warranties with the bid package

LAWS, TAXES

Bidders shall comply with all applicable local, State and Federal laws. The awarded vendor is further responsible for all taxes including employment taxes associated with providing goods or services under any resulting award.

ASSIGNMENT

The contractor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

SUBCONTRACTING

Unless otherwise specified in this solicitation, the contractor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Tennessee and Maury County, Tennessee. Venue of any court action shall be in Maury County, Tennessee.

Bid Sheet - City of Columbia
Invitation to Bid - Columbia Aquatics & Recreation Center Pool Renovations
Solicitation # 444-0925-18

Outdoor Pool - \$450,997.00
Indoor Lap Pool - \$73,500.00

In compliance with this Invitation to Bid for Columbia Aquatics & Recreation Center Pool Renovations; solicitation# 444-0925-18 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Vendor Name: DWR Aquatics

Signature: Taylor White

Print Name & Title Taylor White Date: 10/1/25

IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

(1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106."

Vendor Name: DWR Aquatics

Vendor Signature: TJH Date: 10/1/25

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of DWR Aquatics
an employer of five (5) or more employees contracting with the City of Columbia Tennessee to
provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of

DWR Aquatics

(hereinafter referred to as the "Company"), and is duly authorized to execute this
Affidavit on behalf of the Company.

2. The Company submits the Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer
with no less than five (5) employees receiving pay who contracts with the state or any local
government to provide construction services to submit an affidavit stating that such employer has a
drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code*
Annotated.

3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not:

Taylor White
Principal Officer

STATE OF Tennessee

COUNTY OF Davidson

Before me personally appeared Taylor White, with whom I am
personally acquainted (or proved to me on the basis of satisfactory evidence), and who
acknowledged that such person executed the foregoing affidavit for the purposes therein contained.
Witness my hand and seal at office this 1 day of October, 2025.

Yatri
Notary Public

My commission expires: 06/17/2028



The City of Columbia is subject to certain governmental recordkeeping and reporting requirements for the administration of state and federal funded projects, bids and proposals. In order to comply with these laws, the City invites vendors, consultants, contractors, etc. to voluntarily self-identify their race or ethnicity, if they are a disadvantaged business enterprise, or a women owned business.

Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information obtained may only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the state or federal government. When reported, data will not identify any specific individual.

White ☒ African American _____ American Indian/Alaskan Native _____

Native Hawaiian/Other Pacific Islander _____ Asian _____ Hispanic _____ Women Owned _____

Certified DBE _____



Invitation to Bid: Columbia Aquatics & Recreation Center Pool Renovations
 Solicitation # 444-0925-18
 Bid Opening: 10/1/2025; 2:00 PM

Vendor	Outdoor Pool	Indoor Pool	Total
Langley & Taylor dba Swim Club Management of Nashville 778 Melrose Ave Nashville, TN 37211	\$562,500.00	\$50,000.00	\$612,500.00
DWR Aquatics 166 Walnut Grove Rd Vonore, TN 37885	\$450,997.00	\$73,500.00	\$524,497.00
Atlantic Pools & Spas 227 E James Campbell Blvd Columbia, TN 38401	\$690,171.00	\$84,110.00	\$774,281.00

This is a tabulation of all bids received.

Sommar Jaynes, Purchasing Agent



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Sommar Jaynes, Staff Accountant, sjaynes@columbiatn.gov, 931-560-1580

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR THE SIGN AN AMENDMENT TO THE CONTRACT WITH CITY GREEN SERVICES IN THE AMOUNT OF \$100 PER OCCURENCE

RECOMMENDATION: Approve.

INFORMATION: The City put out to bid mowing services for our parks and for our medians throughout the City and in June 2025 the bid was awarded to City Green Services. Our Public Works Department recently requested to add a small median, approximately 700 feet in length and 20 feet wide on Park Circle off of Nashville Hwy. This request will result in the cost per occurrence to increase by \$100.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered in Streets-Maintenance - Maintenance & Repair-Other.

ATTACHMENTS: Staff Report, Amendment.

AMENDMENT

This amendment is made to the agreement dated June 12, 2025, previously executed by and between *City Green Services*, hereinafter called "Company" and CITY OF COLUMBIA TENNESSEE, hereinafter called "City".

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Section 4 – Payments and Compensation

The Company shall be compensated for services rendered on a monthly basis in an amount as further described in the Company's bid response dated 6/4/2025. The Company shall be responsible to invoice the City on a monthly basis.

Is amended to include an additional per mowing amount, for the remaining term of the agreement, of \$100 to cover mowing of a small median, approximately 700 feet in length and 20 feet wide on Park Circle off Nashville Hwy.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

City of Columbia

City Green Services

By _____
Charles (Chaz) M. Molder, Mayor

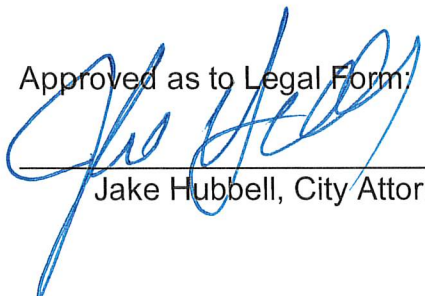
By: _____

Date: _____

Date: _____

Attested: _____
Thad H. Jablonski, City Recorder

Approved as to Legal Form:



Jake Hubbell, City Attorney



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. 2 FOR THE FY2024-2025 STREET RESURFACING CONTRACT BETWEEN THE CITY OF COLUMBIA AND VOLUNTEER PAVING FOR MILLING, STRIPING, AND RESURFACING AT THE COLUMBIA AQUATICS & RECREATION CENTER (ARC) IN THE AMOUNT OF \$142,325.33.

RECOMMENDATION: Approve Change Order No.2.

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 items 9 and 10 which cover all resurfacing, milling, and striping at the Columbia Aquatics & Recreation Center. This Change Order will also increase the Not to exceed amount from \$4,500,000 to \$4,838,672.05.

CERTIFICATION: The Chief Financial Officer certifies that \$142,325.33 is budgeted and unencumbered in Parks – Columbia Aquatics and Rec Center – Roads, Street, And Parking Lots.

ATTACHMENTS: Change Order No.2, ARC Paving Aerial.



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

10/21/2025

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

Project: 2262 - COLUMBIA ARC PAVING Change Order #2

We are pleased to submit the following scope of work for the Development located in OAK SPRINGS DR, 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
9	MILL, PAVE, STRIPE PER PLAN	1.000	LS	\$115,110.63	\$115,110.63
BASE BID TOTAL					\$115,110.63
10	ALT 1 BACK LOT PER PLAN	1.000	LS	\$27,214.70	\$27,214.70
ALT 1 BACK LOT TOTAL					\$27,214.70
Grand Total:					\$142,325.33

EXCLUSIONS:

No Crack Sealing
No curb or binder repair
No curb removal
No permanent signage
No permits, bonds, or fees
No utility adjustments
No utility trench repair or paving.
Not responsible for any damages to existing curb or pavement gaining access to project



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

NOTES:

1. This proposal is good for 30 days.
2. Quote is based on onsite walk through and email dated 10-14-25
3. Alt 1 pricing is based on work being performed at the same time and mobilization as the base bid.
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 the City of Columbia
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: \$600.00 per ton of liquid AC – October 2025

Submitted by:

Josh Martin
Estimating Manager
Volunteer Paving, LLC

Accepted by: _____
Title: _____
Company: _____
Date: _____

Attested By:

Thad H. Jablonski, City Recorder

Approved as to Legal Form:

Jake Hubbell, City Attorney





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Regina Connelly, Purchasing Agent, rconnelly@columbiatn.gov, 931-560-1580

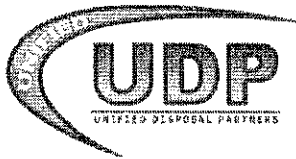
AGENDA ITEM TITLE: APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH UDP (UNITED DISPOSAL PARTNERS, LLC) AT A COST OF \$54.73 PER TON FOR TRANSFER STATION AND LANDFILL SERVICES.

RECOMMENDATION: Approve.

INFORMATION: An invitation to bid was properly advertised and solicited for transfer station and landfill services for the City of Columbia. We received two responses for this bid. The low bidder was UDP (Unified Disposal Partners, LLC) at \$54.73 per ton, which is estimated to be \$1,368,250 per fiscal year (assuming 25,000 tons). Council is requested to authorize a three-year bid with two one-year renewal options.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered in Sanitation Fund-General – Landfill Charges.

ATTACHMENTS: Staff Report, UWH Contract V2, Bid Tab and Contract.



DISPOSAL AGREEMENT

This Waste Disposal Agreement ("Agreement") is made and entered into as of the _____ day of November 2025 by and between UDP MT Pleasant Disposal, LLC having offices at 425 Eagle Rock Ave, Suite 201, Roseland, NJ 07068 and The City of Columbia Tennessee ("Customer") having offices at 700 North Garden Street, Columbia, TN 38401, and shall serve to confirm the following agreement between the parties regarding the disposal of Construction & Demolition Material and Municipal Solid Waste as defined by the Tennessee Department of Environment and Conservation (the "Waste") delivered to the Transfer Station located at 8000 Mt Joy Road, Mt Pleasant, Tennessee (the "Transfer Station").

1. **Term.** The term of this Agreement shall be (3) three years with two, one-year renewal options, commencing on December 01, 2025.
2. **Acceptance of Waste.** Customer shall not dispose of (i) any waste which is not in compliance with all federal, state, and local laws, rules, requirements, regulations, permits and approvals (collectively "Governmental Regulations") applicable to the Transfer Station, or (ii) any hazardous or toxic waste as defined by applicable Governmental Regulations (collectively "Unacceptable Waste"). If Unacceptable Waste is contained within any load disposed of by Customer, Transfer Station may, at its election, reject the entire load or charge Customer for special handling and/or disposal of such Unacceptable Waste. Title to the Waste shall remain with Customer until the Waste is accepted for disposal by the landfill. Title to Unacceptable Waste shall always remain with Customer.
3. **Disposal of Waste.**
 - (a) **Disposal Fee** – The sum of Fifty Four dollars and Seventy Three Cents (\$54.73) per ton will be charged for all Waste received by Transfer Station from Customer (the "Disposal Fee"); provided, however, if any load disposed of by Customer contains waste that does not meet the state or local regulations the additional third party and /or internal costs for the transportation, handling and /or disposal of the Unacceptable Waste will be charged in addition to the Disposal Fee. Tons will be calculated utilizing Transfer Station weight tickets.
 - (b) **Annual Increase** – On each December 1st the Disposal Fee shall increase in accordance with the current CPI (Consumer Price Index) amount but no less than 3%.
4. **Payment Terms.** Transfer Station shall invoice Customer for all Fees due on a Monthly basis. Payment shall be due within 30 days of the month end. Interest shall accrue on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Transfer Station in collecting any past due amounts, including reasonable attorneys' fees.
5. **Compliance with Law/Operating Rules.** Customer agrees to comply with all applicable Governmental Regulations applicable to the Transfer Station.
6. **Default.** The occurrence of any of the following shall constitute a material default under this Agreement, (i) failure to make a payment when due, (ii) the insolvency or bankruptcy of either party, or (iii) the subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency. In the event either party shall default in the performance of any of the covenants, terms, conditions or provisions set forth in this Agreement and fail to cure any such default within ten (10) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth herein and all rights and remedies available at law or in equity, including, without limitation, the right to specific performance and the right to terminate this Agreement by written notice. In the event legal action is taken, the non-prevailing party shall be responsible for the payment of all legal fees and court costs. Notwithstanding the foregoing or anything to the contrary set forth herein, if Customer fails to make payment when due hereunder or otherwise breaches the terms of this Agreement, Transfer Station may, at its election suspend Customer's access to the Transfer Station and the provision of services until payment is made or such default is cured or terminate this Agreement if Customer fails to cure such breach within ten (10) days following written notice thereof.
7. **Force Majeure.** Except for their respective obligations to pay any sums of money due under the terms of this Agreement, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, strikes or other labor disputes, riots, civil commotion, sabotage, acts of terrorism, war, fire or other casualty, flood, earthquake, explosion, weather, Governmental Regulations (including the revocation, suspension, denial or modification of any permit, license or approval regarding the use, operation or closure of the Transfer Station), or acts of God. A party whose performance is affected by any of the above causes shall give notice to the other party, proceed with due diligence to remove such cause (as is reasonably practicable or possible), and advise the other party if and when performance shall be resumed.



8. **Notice.** Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth below or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed effectively served upon mailing.

If to Transfer Station, addressed to:

UDP MT Pleasant Disposal, LLC
425 Eagle Rock Ave
Suite 201
Roseland, NJ 07068

If to Customer, addressed to:

The City of Columbia
700 North Garden Street
Columbia, TN 38401

9. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned, or delayed, except that each party may assign this Agreement to an affiliated entity, or pursuant to the financing, merger or sale of such party's business and/or assets, without consent of the other party.
10. **Waiver.** No waiver of a breach of any of the terms, conditions, warranties, or covenants contained in this Agreement shall be construed to be a waiver of any prior or succeeding breach of the same term, condition, warranty or covenant or of any other term, condition, warranty or covenant of this Agreement.
11. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it will be deemed stricken and the remainder of this Agreement will remain in full force and effect.
12. **Confidentiality.** Each party agrees to treat this Agreement and the pricing set forth herein as being confidential and proprietary and, as such, neither party shall disclose the pricing or other terms set forth herein to any third party, unless (i) pursuant to a sale, merger or financing transaction, or (ii) required by applicable Governmental Regulations.
13. **Authorization; Binding Obligation.** Each party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its respective jurisdiction of incorporation or formation, (ii) that the execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of such party, respectively, and (iii) that this Agreement is a valid and binding obligation of such party, respectively, enforceable in accordance with its terms.
14. **General Provisions.** This Agreement (i) contains the entire agreement of the parties with respect to the subject matter hereof, and shall not be changed, modified or amended except in a writing signed by both parties, (ii) shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflict of law principals and venue of any action to enforce the provisions of this agreement shall be Maury County, Tennessee, (iii) shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, representatives and permitted assigns, and (iv) may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. A facsimile and/or pdf signature binds the same as an original.



IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed as of the date first above written.

UDP MT Pleasant Disposal, LLC

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____


Approved as to Legal Form:

Jake Hubbell, City Attorney



Invitation to Bid: Transfer Station & Landfill Services
Bid Opening: 10/29/2025

Vendor	Tipping Fee Per Ton Municipal Solid Waste	Tipping Fee Per Ton C & D (Construction & Debris)
Maury County Government 1 Public Sq Columbia, TN 38401	\$60 1/1/2026 – 6/30/2026 \$65 7/1/2026 – 12/31/2026 \$70 1/1/2027- remainder of term	
UDP 8000 Mt Joy Rd Mt. Pleasant, TN 38474	\$54.73	\$54.73

This is a tabulation of all bids received.

Sommar Jaynes



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Ginger Adams, Senior Administrative Assistant, gadams@columbiatn.gov, 931.560.1700

AGENDA ITEM TITLE: RESOLUTION NO. 25-77 - A RESOLUTION TO TERMINATE THE AUGUST 31, 1994 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COLUMBIA AND SATURN CORPORATION, NOW GENERAL MOTORS (GM)

RECOMMENDATION: Approve Resolution No. 25-77.

INFORMATION: November 7, 1985, Resolution No. 85-33 was passed and adopted by the City Council of the City of Columbia, TN and the Industrial Development Board of Maury County, County Commissioners of Maury County, TN, the Town of Spring Hill, Tn, and the Town of Mt. Pleasant, TN entering into an agreement with Saturn Corporation, later General Motors, to establish the Spring Hill manufacturing plant. This agreement included In Lieu of Tax payments (PILOT). The term of this original agreement began January 1, 1986 and was to expire December 31, 2025.

August 31, 1994, the City of Columbia Fire Department entered into a Memorandum of Understanding with Saturn Corporation. This MOU provided for fire protection, emergency response and cooperation between Columbia Fire Department and the Saturn/GM facility.

November 13, 2023, the Termination of original PILOT Documents was approved by the City Council of the City of Columbia, TN.

Pursuant to the August 31, 1994 Memorandum of Understanding, "This Memorandum of Understanding may be terminated by either party at any time, with or without cause, without penalty, upon (90) days written notice by either party." Therefore, Columbia Fire & Rescue requests City Council's approval to terminate the 1994 MOU between Columbia Fire Department and Saturn Corporation (GM). This will ensure that City of Columbia resources remain dedicated to the residents within the Corporate limits of the City of Columbia, thereby removing financial and operational burdens. Columbia Fire & Rescue will continue to provide automatic aid or mutual aid support to surrounding jurisdictions, including the GM and Ultium facilities, when formally requested through established channels.

This Resolution does not barr the City of Columbia and GM from future negotiations of service.

CERTIFICATION:

ATTACHMENTS: Staff Report, Resolution No. 25-77.

**A RESOLUTION TO TERMINATE THE AUGUST 31, 1994 MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF COLUMBIA AND SATURN
CORPORATION, NOW GENERAL MOTORS (GM)**

WHEREAS, on November 7, 1985, the City of Columbia passed and adopted Resolution No. 85-33, which included the in lieu of taxes agreement with Saturn Corporation and the distribution of in lieu of tax payments; and

WHEREAS, on August 31, 1994, a Memorandum of Understanding was entered into between the City of Columbia and Saturn Corporation; and

WHEREAS, said Memorandum of Understanding provided for fire protection, emergency response and cooperation between the City of Columbia Fire Department and the Saturn/GM facility; and

WHEREAS, the City of Columbia approved the termination of the original PILOT documents on November 13, 2023; and

WHEREAS, the City of Columbia would like to terminate the 1994 Memorandum of Understanding with Saturn Corporation (GM), which may be terminated by either party at any time, with or without cause, without penalty, upon ninety (90) days written notice by either party; and

WHEREAS, the City's resources will remain dedicated to the residents within the corporate limits of the City of Columbia; and

WHEREAS, Columbia Fire & Rescue will continue to provide automatic aid or mutual aid support to surrounding jurisdictions, including the GM and Ultium facilities, when formally requested through established channels.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA as follows:

1. That the August 31, 1994 Memorandum of Understanding shall be terminated upon providing GM ninety (90) days notice as required by the memorandum;
2. The Mayor is authorized to sign any and all documents necessary to effectuate the termination.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2025.

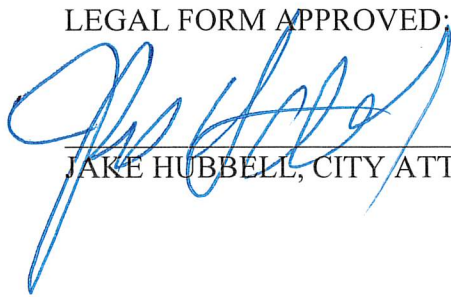
CHARLES (CHAZ) M. MOLDER, MAYOR

Page 1 of 2

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

Michele Stevens, City Recorder's Office, mstevens@columbiatn.gov, 931-560-1520

AGENDA ITEM TITLE: RESOLUTION NO. 25-78 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 25-78.

INFORMATION: The City Recorder is presenting tax corrections through 10/22/2025 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

CERTIFICATION:

ATTACHMENTS: Staff Report for Resolution 25-78; Resolution No. 25-78; Resolution No. 25-78 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

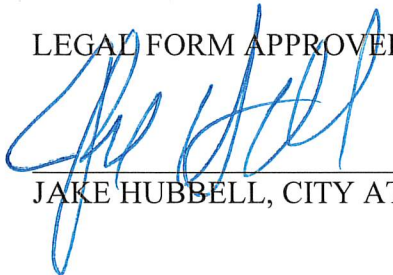
COLUMBIA, TENNESSEE, this the _____ day of _____, 2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

TAX CORRECTIONS – EXHIBIT A
RESOLUTION NO. 25-78

1. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF VIVA BEAUTY AND WELLNESS. MAP 099A J 071.00 P 300, 104 W 7TH ST STE 15. PROPERTY VALUE \$16,477.00, ASSESSED VALUE \$4,944.00 AND TAXES \$40.00. DUE TO BARA FOR TAX YEAR 2025, TTPS FILED AFTER DEADLINE PER MAURY COUNTY TAX ASSESSOR.
2. REFUND 2024 PERSONAL PROPERTY TAX IN THE NAME OF WIG ON WALLS WALL COVERING LLC. MAP 113D H 009.00 P 001, 2302 DENHAM AVE. PROPERTY VALUE \$15,000.00, ASSESSED VALUE \$4,500.00 AND TAXES \$37.00. REFUND OF \$37.00 DUE TO DUPLICATE ACCOUNT PER MAURY COUNTY TAX ASSESSOR.
3. CHANGE 2025 PERSONAL PROPERTY TAX IN THE NAME OF BARBARA FANCA. MAP 088J C 006.00, 1893 SHEFFIELD LN. PROPERTY VALUE FROM \$295,000.00 TO \$275,000.00, ASSESSED VALUE FROM \$73,750.00 TO \$68,750.00 AND TAXES FROM \$609.00. TO \$567.00. DUE TO ERROR ON SQUARE FOOT PER MAURY COUNTY TAX ASSESSOR.
4. CHANGE 2025 PERSONAL PROPERTY TAX IN THE NAME OF BAXTER ENTERPRISES. MAP 089 039.01, 1446 OAK SPRINGS DR. PROPERTY VALUE FROM \$1,734,300.00 TO \$0.00, ASSESSED VALUE FROM \$693,720.00 TO \$0.00 AND TAXES FROM \$5,724.00. TO \$470.00. DUE TO EXEMPT AS OF 1/31/25, PRORATE TAX AMOUNT PER MAURY COUNTY TAX ASSESSOR.
5. CHANGE 2025 PERSONAL PROPERTY TAX IN THE NAME OF BIC INVESTMENTS LLC. MAP 090 021.01, 1028 NASHVILLE HWY. PROPERTY VALUE FROM \$994,400.00 TO \$0.00, ASSESSED VALUE FROM \$397,760.00 TO \$0.00 AND TAXES FROM \$3,282.00. TO \$1,088.00. DUE TO EXEMPT AS OF 5/1/25, PRORATE TAX AMOUNT PER MAURY COUNTY TAX ASSESSOR.

6. PICK UP 2025 PROPERTY TAX IN THE NAME OF ROSALBA RODRIGUEZ DE MORA ET VIR ROGELIO MORA. MAP 099H B 002.00, 502 E 8TH ST. PROPERTY VALUE \$99,400.00, ASSESSED VALUE \$24,850.00, AND TAXES \$67.00. PICKUP DUE TO PREVIOUSLY EXEMPT, NEW OWNER AS OF 9/3/25. BILL FOR 119 TAXABLE DAYS PER MAURY COUNTY TAX ASSESSOR.
7. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF LIZBUSLUC CLEANING SERVICE LLC MAP 089E J 004.00 P 002, 101 EDWARD PL. PROPERTY VALUE \$9,200.00, ASSESSED VALUE \$2,760.00, AND TAXES \$23.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
8. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF CRUZ CONCRETE MAP 089L A 018.00 P 001, 306 CHAPMAN LN. PROPERTY VALUE \$37,873.00, ASSESSED VALUE \$11,362.00, AND TAXES \$94.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
9. DELETE 2025 PERSONAL PROPERTY TAX IN THE NAME OF CRUZ CONCRETE MAP 089L A 018.00 P 001, 306 CHAPMAN LN. PROPERTY VALUE \$43,554.00, ASSESSED VALUE \$13,066.00, AND TAXES \$108.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
10. CHANGE 2025 PROPERTY TAX IN THE NAME OF JOHN JAY CLARK SR. MAP 090P G 022.00 000, 111 RIVERSIDE DR. PROPERTY VALUE FROM \$165,300.00 TO \$191,400.00, ASSESSED VALUE FROM \$41,325.00 TO \$47,850.00 AND TAXES FROM \$341.00. TO \$395.00. DUE TO UTILITY BUILDING ADDED, PER MAURY COUNTY TAX ASSESSOR.
11. DELETE 2025 PERSONAL PROPERTY TAX IN THE NAME OF JOHN JAY CLARK SR. MAP 090P G 022.00 001, 111 RIVERSIDE DR. PROPERTY VALUE \$41,100.00, ASSESSED VALUE \$16,440.00, AND TAXES \$136.00. DUE TO NO LONGER COMMERCIAL, THIS PARCEL HAS BEEN DELETED FOR 2025 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

12.PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF A&W UPHOLSTERY. MAP 075 029.00 P 500, 1531 E BURT DR. PROPERTY VALUE \$7,674.00, ASSESSED VALUE \$2,302.00, AND TAXES \$19.00. PICKUP PER 2025 AUDIT FOR 2025 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

13.PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF JRN CHICKEN STORES #0822JR. MAP 099A J 037.00 P 300, 209 W 7TH ST. PROPERTY VALUE \$99,947.00, ASSESSED VALUE \$29,984.00 AND TAXES \$196.00. DUE TO 2025 DISCOVERY OF MISSED ASSETS. BARA FOR TAX YEAR 2025 PER MAURY COUNTY TAX ASSESSOR.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: RESOLUTION NO. 25-79 - A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE ANTICIPATION NOTES OF THE CITY OF COLUMBIA, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATER SYSTEM OF THE CITY OF COLUMBIA, TENNESSEE; AND MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM.

RECOMMENDATION: Approve Resolution No. 25-79.

INFORMATION: CPWS has requested renewal of these two short-term water system revenue anticipation notes for an additional two years; the amount for both is \$70 million. CPWS plans on rolling these anticipation notes into the overall borrowing for the long-term water supply project.

CERTIFICATION:

ATTACHMENTS: Staff Report, Resolution No. 25-79.

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE ANTICIPATION NOTES OF THE CITY OF COLUMBIA, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATER SYSTEM OF THE CITY OF COLUMBIA, TENNESSEE; AND MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM

BE IT RESOLVED by the City Council of the City of Columbia, Tennessee, as follows:

1. Authority; Findings.
 - a. The City of Columbia, Tennessee (the "Municipality") is duly incorporated pursuant to Chapter 210 of the 1941 Private Acts of Tennessee.
 - b. The Municipality now owns and operates, through the Board of Public Utilities (the "Board"), a waterworks system (the "System").
 - c. Section 7-34-111 of the Tennessee Code Annotated authorizes the Municipality to issue revenue anticipation notes and use the note proceeds to finance the construction of improvements and extensions to the System.
 - d. The Board has recommended and the City Council of the Municipality has determined it is advisable to issue its revenue anticipation notes for the purpose of financing the cost of the design and construction of extensions and improvements to the System (the "Project"), in anticipation of the future issuance of long-term revenue bonds.
 - e. The proposed notes will not be general obligations of the Municipality and noteholders will have no recourse to the Municipality's power of taxation, but instead, said notes will be payable from and secured solely by the revenues of the System, on parity of lien with the Municipality's outstanding Water System Revenue Anticipation Note, Series 2023, dated December 22, 2023 (the "2023 Note"), and subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System, and to the prior pledge of such revenues in favor of the Municipality's Water System Revenue Bonds, Series 2021 (the "Series 2021 Bonds"), which were issued pursuant to that certain bond resolution of the City Council adopted November 9, 2021 (the "Senior Lien Resolution"). The notes will also be payable from the proceeds of the future bonds described above, if and when issued.
 - f. Upon approval of this Resolution, the Municipality will promptly submit to the Comptroller of the Treasury a request for approval of the notes, as required by Section 7-34-111(b) of the Tennessee Code Annotated.
2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed by the Senior Lien Resolution, and the following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:
 - a. "Bonds" means one or more series of water system revenue bonds, if and when issued in accordance with the provisions of Section 12 hereof;

- b. "Credit Agreement" means the credit agreement(s) entered into by the Municipality with the Lender, as described in Section 6(b) hereof;
- c. "Lender" means Truist Commercial Equity, Inc.;
- d. "Municipal Advisor" means, with respect to the Series 2025 Notes, Stephens Inc., in its capacity as municipal advisor to the Board;
- e. "Registration Agent" means the Chief Financial Officer of the Board and the System, or any successor designated by the Governing Body; and
- f. "Series 2025 Notes" means the water system revenue anticipation notes authorized by this Resolution and issued on a parity basis with the 2023 Note and a subordinate basis to the Series 2021 Bonds.

3. Authorization and Terms of the Series 2025 Notes.

- a. General Terms. The Governing Body hereby authorizes the issuance of revenue anticipation notes of the Municipality in an aggregate principal not to exceed \$30,000,000. Each Series 2025 Note shall be designated as a "Water System Revenue Anticipation Note, Series 2025" or such other name as may be selected by the Mayor. The Series 2025 Notes shall (i) be dated the date of their delivery; (ii) bear interest at the rate or rates identified in the Lender's term sheet attached hereto as Exhibit A (the "Term Sheet"); and (iii) mature no later than the fifth anniversary of the date of the Series 2025 Notes, all as may be established by the Mayor of the Municipality, all in consultation with the President and the Municipal Advisor, in accordance with the terms of Section 6(b) hereof. The Notes may be sold in multiple emissions, as more fully described in Section 6 hereof.
- b. Optional Redemption. The Series 2025 Notes shall be subject to redemption at the option of the Municipality on those dates and at those prices established by the Mayor pursuant to Section 6(b) hereof, upon direction of the Board.
- c. Registration of Notes. The Series 2025 Notes shall be issued in fully registered, book-entry form, without coupons. The Mayor hereby authorizes and directs the Registration Agent to maintain Series 2025 Note registration records with respect to the Series 2025 Notes, to authenticate and deliver the Series 2025 Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Series 2025 Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Series 2025 Notes as provided herein, to cancel and destroy Series 2025 Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Series 2025 Notes canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Series 2025 Notes paid, Series 2025 Notes outstanding and payments made with respect to interest on the Series 2025 Notes.
- d. Payment of Notes. The Series 2025 Notes shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Series 2025 Notes by check or draft on each interest payment date directly to the registered

owners as shown on the Series 2025 Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Series 2025 Note registration records, without, except for final payment, the presentation or surrender of such registered Series 2025 Notes, and all such payments shall discharge the obligations of the Municipality in respect of such Series 2025 Notes to the extent of the payments so made. Payment of principal of and premium, if any, on the Series 2025 Notes shall be made upon presentation and surrender of such Series 2025 Notes to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a 360-day year composed of twelve months of 30 days each. If requested by any registered owner of at least \$1,000,000 in aggregate principal amount of the Series 2025 Notes, payment of interest on such Series 2025 Notes shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

- e. Defaulted Interest. Any interest on any Series 2025 Note that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Series 2025 Notes are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2025 Note and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than 15 nor less than ten days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Series 2025 Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Series 2025 Notes shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Series 2025 Notes when due.
- f. Transfer and Exchange of Notes. The Series 2025 Notes shall be issued initially in \$100,000 denominations or any integral multiple thereof as shall be requested by the Lender. The Series 2025 Notes are transferable only by presentation to the Registration Agent by the registered owner, or his or her legal representative duly authorized in

writing, of the registered Series 2025 Note(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Series 2025 Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Series 2025 Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Series 2025 Note or the Series 2025 Note to the assignee(s) in \$100,000 denominations, or any integral multiple in excess thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Series 2025 Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Series 2025 Note, nor to transfer or exchange any Series 2025 Note after the publication of notice calling such Series 2025 Note for redemption has been made, nor to transfer or exchange any Series 2025 Note during the period following the receipt of instructions from the Municipality to call such Series 2025 Note for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Series 2025 Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Series 2025 Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Series 2025 Notes shall be overdue. The Series 2025 Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Series 2025 Notes of the same maturity in any authorized denomination or denominations.

- g. Execution of Notes. The Series 2025 Notes shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf of the Municipality, by the Mayor and attested by the City Recorder.
- h. Authentication and Delivery. The Registration Agent is hereby authorized to authenticate and deliver the Series 2025 Notes to the Lender, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Series 2025 Notes in exchange for Series 2025 Notes of the same principal amount delivered for transfer upon receipt of the Series 2025 Note(s) to be transferred in proper form with proper documentation as hereinabove described. The Series 2025 Notes shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Series 2025 Note form.
- i. Replacement Notes. In case any Series 2025 Note shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Series 2025 Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Series 2025 Note, or in lieu of and in substitution for such lost, stolen or destroyed Series 2025 Note, or if any such Series 2025 Note shall have matured or shall be about to mature, instead of issuing a substituted Series 2025 Note the Municipality may pay or authorize payment of such Series 2025 Note without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Series 2025 Note, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such

new Series 2025 Note an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

4. Form of Series 2025 Notes. The Series 2025 Notes shall be in substantially the form attached hereto as Exhibit A. The form of the Series 2025 Note set forth Exhibit A shall be conformed to reflect any changes made pursuant to Section 6 hereof.
5. Source of and Security for Payment. The Series 2025 Notes shall be payable solely from and secured by a pledge of the Net Revenues, on parity of lien with the 2023 Note, and subject only to the prior pledge thereof in favor of the Series 2021 Bonds, and Net Revenues are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due. The Series 2025 Notes do not constitute a debt of the State of Tennessee, or any political subdivision thereof, or municipal corporation therein, other than the Municipality, and no holder of the Series 2025 Notes shall have recourse to the taxing power of any such entities. The Series 2025 Notes shall also be payable from the proceeds of the Bonds, if and when issued.
6. Sale of the Series 2025 Notes; Changes Authorized.
 - a. The Series 2025 Notes shall be offered for sale in one or more emissions to the Lender, at a price of par, as shall be determined by the Mayor of the Municipality, in consultation with the President and the Municipal Advisor, and no further action of the Governing Body or the Board with respect thereto shall be required.
 - b. To facilitate the sale of the Series 2025 Notes in a manner that is in the best interest of the Municipality, the Mayor, in consultation with the President and the Municipal Advisor, is authorized to (i) cause to be sold an aggregate principal amount of the Series 2025 Notes less than that authorized herein; (ii) establish the redemption provisions for the Series 2025 Notes; (iii) change the dated date of the Series 2025 Notes to a date other than the issue date; (iv) change the series designation of the Series 2025 Notes to a series other than "Series 2025"; (v) establish the final maturity date and the principal and interest payment dates of the Series 2025 Notes within the parameters of Section 3(a); (vi) establish the interest rate or rates for the Notes, which may be fixed or variable; (vii) provide for the Series 2025 Notes to be issued on a draw-down basis, as may be agreed to with the Lender; and (viii) establish such other terms and conditions of the Series 2025 Notes, as may be requested by the Lender, provided that all such terms shall be substantially consistent with the Term Sheet. The Mayor is hereby authorized to enter into one or more credit agreements with the Lender as may be necessary to more fully incorporate provisions substantially consistent with the Term Sheet attached hereto (any such agreement, a "Credit Agreement").
 - c. To the extent any Series 2025 Notes are issued with a maturity less than the five years authorized in Section 3(a), the Municipality reserves the right, contingent upon the consent of the Lender and the approval of the Comptroller of the Treasury, to extend the maturity of the Series 2025 Notes to a date not later than such fifth anniversary date.
 - d. The Mayor of the Municipality and the City Recorder, or either of them, are authorized to cause the Series 2025 Notes to be authenticated by the Registration Agent and delivered to the Lender, and to execute, publish, and deliver all certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Series 2025 Notes.
 - e. Any formal actions of the Board to approve the engagement of Stephens Inc. as municipal advisor to the Board, are hereby authorized and ratified. The Mayor is hereby

authorized to enter into an engagement letter with Bass Berry & Sims PLC, as bond counsel to the Municipality and the Board, in form and substance satisfactory to the Municipality's legal counsel.

7. Application of Proceeds of Series 2025 Notes. The proceeds of the sale of the Series 2025 Notes shall be held and maintained in a separate and special fund of the Board to be known as the "2025 Note Proceeds Fund" (the "Project Fund"). The funds deposited in the Project Fund shall be disbursed solely to pay the costs of the Project, to reimburse the Board for any funds previously expended for costs of the Project, and to pay the costs of issuance of the Series 2025 Notes, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2025 Notes. Moneys in the Project Fund shall be invested in such investments as shall be permitted by applicable law and the earnings thereon shall be retained in the Project Fund and used for the Project.
8. Federal Tax Matters Related to the Series 2025 Notes. The Municipality recognizes that the purchasers and holders of the Series 2025 Notes will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Series 2025 Notes. Accordingly, the Municipality agrees that it shall take no action that may render the interest on any of the Series 2025 Notes subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Series 2025 Notes will not be used in a manner which will cause the Series 2025 Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Series 2025 Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Series 2025 Notes to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Series 2025 Notes from becoming subject to inclusion in the gross income for purposes of federal income taxation. The Mayor and President, and each of them, is authorized and directed to make such certifications in this regard in connection with the sale of the Series 2025 Notes as he shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality and the Board, respectively.
9. Funds, Accounts and Subaccounts; Application of Revenues. The Municipality and the Board shall cause the Gross Earnings of the System to be collected, deposited and administered in the manner described in Section 13 of the Senior Lien Resolution, and the provisions of such Section 13 shall be deemed to have been incorporated herein. As long as the Series 2021 Bonds remain outstanding, the Series 2025 Notes shall be payable as Subordinate Lien Bonds as described in Section 13(b)(5) of the Senior Lien Resolution.
10. Covenants Regarding the Operation of the System. The Municipality and the Board shall cause the System to be operated in the manner described in Section 14 of the Senior Lien Resolution, and the provisions of such Section 14 shall be deemed to have been incorporated herein.
11. Prohibition of Additional Senior Lien Bonds; Parity Notes. Neither the Board nor the Municipality shall issue any bonds, notes or other debt obligations on parity with the Series 2021

Bonds, while the Series 2025 Notes are outstanding. The Municipality may issue additional revenue notes on parity with the Series 2025 Notes, upon such conditions as may be set forth in the Credit Agreement. The Series 2025 Notes will be issued on parity of lien with the 2023 Note, as it may be extended or amended.

12. Issuance of Bonds. The Series 2025 Notes are being issued in anticipation of the future issuance of long-term water system revenue bonds (the "Bonds"), and the Municipality hereby agrees to diligently pursue all approvals and other steps necessary to cause the issuance of the Bonds at or prior to the maturity date of the Series 2025 Notes, to the extent the funds of the System are insufficient for the payment of the Series 2025 Notes.
13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the registered owners of the Series 2025 Notes, and after the issuance of the Series 2025 Notes, no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in Section 16 hereof, until such time as the Series 2025 Notes shall have been paid in full or discharged pursuant to Section 15 hereof.
14. Remedies of Note Owners. Any registered owner of any of the Series 2025 Notes may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this Resolution, including the making and collecting of sufficient rates, the proper application of and accounting for revenues of the System, and the performance of all duties imposed by the terms hereof. If any default be made in the payment of principal of, premium, if any, or interest on the Series 2025 Notes, then upon the filing of suit by any registered owner of said Series 2025 Notes, any court having jurisdiction of the action may appoint a receiver to administer the System in behalf of the Municipality with power to charge and collect rates sufficient to provide for the payment of all bonds and obligations outstanding against the System and for the payment of Current Expenses, and to apply the income and revenues thereof in conformity with the provisions of this Resolution.
15. Discharge and Satisfaction of Notes. If the Municipality shall pay and discharge the indebtedness evidenced by all or any portion of the Series 2025 Notes in any one or more of the following ways:
 - a. By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Series 2025 Notes as and when the same become due and payable;
 - b. By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Series 2025 Notes and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Series 2025 Notes are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);
 - c. By delivering such Series 2025 Notes to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Series 2025 Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest and redemption premiums, if any, on such Series 2025 Notes when due, then and in that case the indebtedness evidenced by such Series 2025 Notes shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Series 2025 Notes shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Series 2025 Notes in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Series 2025 Notes; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Series 2025 Notes on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent.

16. Modification of Resolution. This Resolution may be amended without the consent of or notice to the Lenders for the purpose of curing any ambiguity or formal defect or omission herein. Any other amendment shall not be effective without the prior written consent of the Lenders.
17. Reimbursement. It is reasonably expected that the Municipality will reimburse the Board for certain expenditures made by it in connection with the Project by issuing the Series 2025 Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.
18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.
19. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

(signature page follows)

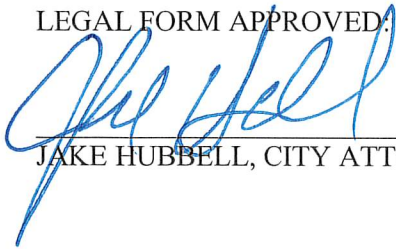
Adopted and approved on _____, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

EXHIBIT A
TERM SHEET
(attached)

STATE OF TENNESSEE)
)
COUNTY OF MAURY)

I, Thad Jablonski, hereby certify that I am the duly qualified and acting City Recorder of the City of Columbia, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the City Council of the Municipality held on _____, 2025; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the issuance of Water System Revenue Anticipation Notes, Series 2025 of said Municipality.

WITNESS my official signature and seal of said Municipality this _____ day of _____, 2025.

City Recorder

(SEAL)

EXHIBIT A

(Form of Series 2025 Note)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF COLUMBIA, TENNESSEE
WATER SYSTEM REVENUE ANTICIPATION NOTE, SERIES 2025

Date of Note: _____

Maturity Date: _____

Registered Owner: _____

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That the City of Columbia, Tennessee, a Tennessee municipal corporation (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest of _____ from the date hereof until said maturity date, said interest being payable on _____ until this Note matures[or is redeemed]. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the office of the Chief Financial Officer of the Columbia Board of Public Utilities or any successor's office designated by the Governing Body as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date to the registered owner hereof shown on the note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said note registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the persons in whose name this Note is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Notes of the issue of which this Note is one not less than ten days prior to such Special Record Date. Payment of principal of and premium, if any, on this Note shall be made when due upon presentation and surrender of this Note to the Registration Agent.

This Note is one of a total authorized issue aggregating \$_____ and issued by the Municipality for the purpose of providing funds to finance the cost of the extensions and improvements to the System, and to pay the costs of issuance of the Notes, under and in full compliance with the Act, and pursuant to a resolution duly adopted by the City Council of the Municipality on _____, 2025 (the "Resolution").

This Note is payable solely from and secured by the revenues of the System, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System, on parity with the pledge of such revenues in favor of the Municipality's outstanding Water System Revenue Anticipation Note, Series 2023 and subject to the prior pledge of such revenues in favor of the Series 2021 Bonds, which were issued pursuant to the Senior Lien Resolution. This Note is additionally payable from the proceeds of the future issuance of long-term revenue bonds of the Municipality, in anticipation of which this Note has been issued. As provided in the Resolution, the punctual payment of principal of and interest on the series of the Notes of which this Note is one, and any other bonds hereafter issued on a parity therewith, shall be secured equally and ratably by said revenues without priority by reason of series, number or time of sale or delivery. Said revenues are required by law and by the proceedings pursuant to which this Note is issued to be fully sufficient to pay the cost of operating, maintaining, repairing and insuring the System, including reserves therefor, and to pay principal of and interest on this Note and the issue of which it is a part promptly as each becomes due and payable. The Municipality has covenanted and does hereby covenant that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient revenues to pay promptly the principal of and interest on this Note and the issue of which it is a part as each becomes due. This Note and the interest hereon are payable solely from the revenues so pledged to the payment hereof. The owner of this Note shall have no recourse to the power of taxation of the Municipality. For a more complete statement of the revenues from which and conditions under which this Note is payable, a statement of the conditions on which obligations may hereafter be issued on a parity with this Note, the general covenants and provisions pursuant to which this Note is issued and the terms upon which the Resolution may be modified, reference is hereby made to the Resolution.

The Notes of the issue of which this Note is one are subject to redemption on _____, in whole or in part, at the option of the Municipality, at a redemption price of _____ plus accrued interest to the date of redemption.

Notice of any call for redemption shall be given by the Registration Agent not less than _____ days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice.

This Note and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Notes in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required

to transfer or exchange any Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Note for redemption.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by its Mayor and attested by its City Recorder, all as of the date hereinabove set forth.

THE CITY OF COLUMBIA, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

City Recorder

Transferable and Payable at: _____
_____, _____

Date of Registration: _____

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification of Social Security Number of Assignee _____), the within Note of The City of Columbia, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said note on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within note in every particular, without enlargement or alteration, or any change whatsoever.

Signature guaranteed:

Notice: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

48538889.5

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE ANTICIPATION NOTES OF THE CITY OF COLUMBIA, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATER SYSTEM OF THE CITY OF COLUMBIA, TENNESSEE; AND MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM

BE IT RESOLVED by the City Council of the City of Columbia, Tennessee, as follows:

1. Authority; Findings.

- a. The City of Columbia, Tennessee (the “Municipality”) is duly incorporated pursuant to Chapter 210 of the 1941 Private Acts of Tennessee.
- b. The Municipality now owns and operates, through the Board of Public Utilities (the “Board”), a waterworks system (the “System”).
- c. Section 7-34-111 of the Tennessee Code Annotated authorizes the Municipality to issue revenue anticipation notes and use the note proceeds to finance the construction of improvements and extensions to the System.
- d. The Board has recommended and the City Council of the Municipality has determined it is advisable to issue its revenue anticipation notes for the purpose of financing the cost of the design and construction of extensions and improvements to the System (the “Project”), in anticipation of the future issuance of long-term revenue bonds.
- e. The proposed notes will not be general obligations of the Municipality and noteholders will have no recourse to the Municipality’s power of taxation, but instead, said notes will be payable from and secured solely by the revenues of the System, on parity of lien with the Municipality’s outstanding Water System Revenue Anticipation Note, Series 2023, dated December 22, 2023 (the “2023 Note”), and subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System, and to the prior pledge of such revenues in favor of the Municipality’s Water System Revenue Bonds, Series 2021 (the “Series 2021 Bonds”), which were issued pursuant to that certain bond resolution of the City Council adopted November 9, 2021 (the “Senior Lien Resolution”). The notes will also be payable from the proceeds of the future bonds described above, if and when issued.
- f. Upon approval of this Resolution, the Municipality will promptly submit to the Comptroller of the Treasury a request for approval of the notes, as required by Section 7-34-111(b) of the Tennessee Code Annotated.

2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed by the Senior Lien Resolution, and the following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- a. “Bonds” means one or more series of water system revenue bonds, if and when issued in accordance with the provisions of Section 12 hereof;

- b. “Credit Agreement” means the credit agreement(s) entered into by the Municipality with the Lender, as described in Section 6(b) hereof;
- c. “Lender” means Truist Commercial Equity, Inc.;
- d. “Municipal Advisor” means, with respect to the Series 2025 Notes, Stephens Inc., in its capacity as municipal advisor to the Board;
- e. “Registration Agent” means the Chief Financial Officer of the Board and the System, or any successor designated by the Governing Body; and
- f. “Series 2025 Notes” means the water system revenue anticipation notes authorized by this Resolution and issued on a parity basis with the 2023 Note and a subordinate basis to the Series 2021 Bonds.

3. Authorization and Terms of the Series 2025 Notes.

- a. General Terms. The Governing Body hereby authorizes the issuance of revenue anticipation notes of the Municipality in an aggregate principal not to exceed \$30,000,000. Each Series 2025 Note shall be designated as a “Water System Revenue Anticipation Note, Series 2025” or such other name as may be selected by the Mayor. The Series 2025 Notes shall (i) be dated the date of their delivery; (ii) bear interest at the rate or rates identified in the Lender’s term sheet attached hereto as Exhibit A (the “Term Sheet”); and (iii) mature no later than the fifth anniversary of the date of the Series 2025 Notes, all as may be established by the Mayor of the Municipality, all in consultation with the President and the Municipal Advisor, in accordance with the terms of Section 6(b) hereof. The Notes may be sold in multiple emissions, as more fully described in Section 6 hereof.
- b. Optional Redemption. The Series 2025 Notes shall be subject to redemption at the option of the Municipality on those dates and at those prices established by the Mayor pursuant to Section 6(b) hereof, upon direction of the Board.
- c. Registration of Notes. The Series 2025 Notes shall be issued in fully registered, book-entry form, without coupons. The Mayor hereby authorizes and directs the Registration Agent to maintain Series 2025 Note registration records with respect to the Series 2025 Notes, to authenticate and deliver the Series 2025 Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Series 2025 Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Series 2025 Notes as provided herein, to cancel and destroy Series 2025 Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Series 2025 Notes canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Series 2025 Notes paid, Series 2025 Notes outstanding and payments made with respect to interest on the Series 2025 Notes.
- d. Payment of Notes. The Series 2025 Notes shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Series 2025 Notes by check or draft on each interest payment date directly to the registered

owners as shown on the Series 2025 Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the “Regular Record Date”) by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Series 2025 Note registration records, without, except for final payment, the presentation or surrender of such registered Series 2025 Notes, and all such payments shall discharge the obligations of the Municipality in respect of such Series 2025 Notes to the extent of the payments so made. Payment of principal of and premium, if any, on the Series 2025 Notes shall be made upon presentation and surrender of such Series 2025 Notes to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a 360-day year composed of twelve months of 30 days each. If requested by any registered owner of at least \$1,000,000 in aggregate principal amount of the Series 2025 Notes, payment of interest on such Series 2025 Notes shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

- e. Defaulted Interest. Any interest on any Series 2025 Note that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter “Defaulted Interest”) shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Series 2025 Notes are registered at the close of business on a date (the “Special Record Date”) for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2025 Note and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than 15 nor less than ten days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Series 2025 Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Series 2025 Notes shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Series 2025 Notes when due.
- f. Transfer and Exchange of Notes. The Series 2025 Notes shall be issued initially in \$100,000 denominations or any integral multiple thereof as shall be requested by the Lender. The Series 2025 Notes are transferable only by presentation to the Registration Agent by the registered owner, or his or her legal representative duly authorized in

writing, of the registered Series 2025 Note(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Series 2025 Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Series 2025 Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Series 2025 Note or the Series 2025 Note to the assignee(s) in \$100,000 denominations, or any integral multiple in excess thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Series 2025 Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Series 2025 Note, nor to transfer or exchange any Series 2025 Note after the publication of notice calling such Series 2025 Note for redemption has been made, nor to transfer or exchange any Series 2025 Note during the period following the receipt of instructions from the Municipality to call such Series 2025 Note for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Series 2025 Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Series 2025 Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Series 2025 Notes shall be overdue. The Series 2025 Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Series 2025 Notes of the same maturity in any authorized denomination or denominations.

- g. Execution of Notes. The Series 2025 Notes shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf of the Municipality, by the Mayor and attested by the City Recorder.
- h. Authentication and Delivery. The Registration Agent is hereby authorized to authenticate and deliver the Series 2025 Notes to the Lender, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Series 2025 Notes in exchange for Series 2025 Notes of the same principal amount delivered for transfer upon receipt of the Series 2025 Note(s) to be transferred in proper form with proper documentation as hereinabove described. The Series 2025 Notes shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Series 2025 Note form.
- i. Replacement Notes. In case any Series 2025 Note shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Series 2025 Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Series 2025 Note, or in lieu of and in substitution for such lost, stolen or destroyed Series 2025 Note, or if any such Series 2025 Note shall have matured or shall be about to mature, instead of issuing a substituted Series 2025 Note the Municipality may pay or authorize payment of such Series 2025 Note without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Series 2025 Note, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such

new Series 2025 Note an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

4. Form of Series 2025 Notes. The Series 2025 Notes shall be in substantially the form attached hereto as Exhibit B. The form of the Series 2025 Note set forth Exhibit B shall be conformed to reflect any changes made pursuant to Section 6 hereof.
5. Source of and Security for Payment. The Series 2025 Notes shall be payable solely from and secured by a pledge of the Net Revenues, on parity of lien with the 2023 Note, and subject only to the prior pledge thereof in favor of the Series 2021 Bonds, and Net Revenues are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due. The Series 2025 Notes do not constitute a debt of the State of Tennessee, or any political subdivision thereof, or municipal corporation therein, other than the Municipality, and no holder of the Series 2025 Notes shall have recourse to the taxing power of any such entities. The Series 2025 Notes shall also be payable from the proceeds of the Bonds, if and when issued.
6. Sale of the Series 2025 Notes; Changes Authorized.
 - a. The Series 2025 Notes shall be offered for sale in one or more emissions to the Lender, at a price of par, as shall be determined by the Mayor of the Municipality, in consultation with the President and the Municipal Advisor, and no further action of the Governing Body or the Board with respect thereto shall be required.
 - b. To facilitate the sale of the Series 2025 Notes in a manner that is in the best interest of the Municipality, the Mayor, in consultation with the President and the Municipal Advisor, is authorized to (i) cause to be sold an aggregate principal amount of the Series 2025 Notes less than that authorized herein; (ii) establish the redemption provisions for the Series 2025 Notes; (iii) change the dated date of the Series 2025 Notes to a date other than the issue date; (iv) change the series designation of the Series 2025 Notes to a series other than "Series 2025"; (v) establish the final maturity date and the principal and interest payment dates of the Series 2025 Notes within the parameters of Section 3(a); (vi) establish the interest rate or rates for the Notes, which may be fixed or variable; (vii) provide for the Series 2025 Notes to be issued on a draw-down basis, as may be agreed to with the Lender; and (viii) establish such other terms and conditions of the Series 2025 Notes, as may be requested by the Lender, provided that all such terms shall be substantially consistent with the Term Sheet. The Mayor is hereby authorized to enter into one or more credit agreements with the Lender as may be necessary to more fully incorporate provisions substantially consistent with the Term Sheet attached hereto (any such agreement, a "Credit Agreement").
 - c. To the extent any Series 2025 Notes are issued with a maturity less than the five years authorized in Section 3(a), the Municipality reserves the right, contingent upon the consent of the Lender and the approval of the Comptroller of the Treasury, to extend the maturity of the Series 2025 Notes to a date not later than such fifth anniversary date.
 - d. The Mayor of the Municipality and the City Recorder, or either of them, are authorized to cause the Series 2025 Notes to be authenticated by the Registration Agent and delivered to the Lender, and to execute, publish, and deliver all certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Series 2025 Notes.
 - e. Any formal actions of the Board to approve the engagement of Stephens Inc. as municipal advisor to the Board, are hereby authorized and ratified. The Mayor is hereby

authorized to enter into an engagement letter with Bass Berry & Sims PLC, as bond counsel to the Municipality and the Board, in form and substance satisfactory to the Municipality's legal counsel.

7. Application of Proceeds of Series 2025 Notes. The proceeds of the sale of the Series 2025 Notes shall be held and maintained in a separate and special fund of the Board to be known as the "2025 Note Proceeds Fund" (the "Project Fund"). The funds deposited in the Project Fund shall be disbursed solely to pay the costs of the Project, to reimburse the Board for any funds previously expended for costs of the Project, and to pay the costs of issuance of the Series 2025 Notes, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2025 Notes. Moneys in the Project Fund shall be invested in such investments as shall be permitted by applicable law and the earnings thereon shall be retained in the Project Fund and used for the Project.
8. Federal Tax Matters Related to the Series 2025 Notes. The Municipality recognizes that the purchasers and holders of the Series 2025 Notes will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Series 2025 Notes. Accordingly, the Municipality agrees that it shall take no action that may render the interest on any of the Series 2025 Notes subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Series 2025 Notes will not be used in a manner which will cause the Series 2025 Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Series 2025 Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Series 2025 Notes to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Series 2025 Notes from becoming subject to inclusion in the gross income for purposes of federal income taxation. The Mayor and President, and each of them, is authorized and directed to make such certifications in this regard in connection with the sale of the Series 2025 Notes as he shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality and the Board, respectively.
9. Funds, Accounts and Subaccounts; Application of Revenues. The Municipality and the Board shall cause the Gross Earnings of the System to be collected, deposited and administered in the manner described in Section 13 of the Senior Lien Resolution, and the provisions of such Section 13 shall be deemed to have been incorporated herein. As long as the Series 2021 Bonds remain outstanding, the Series 2025 Notes shall be payable as Subordinate Lien Bonds as described in Section 13(b)(5) of the Senior Lien Resolution.
10. Covenants Regarding the Operation of the System. The Municipality and the Board shall cause the System to be operated in the manner described in Section 14 of the Senior Lien Resolution, and the provisions of such Section 14 shall be deemed to have been incorporated herein.
11. Prohibition of Additional Senior Lien Bonds; Parity Notes. Neither the Board nor the Municipality shall issue any bonds, notes or other debt obligations on parity with the Series 2021

Bonds, while the Series 2025 Notes are outstanding. The Municipality may issue additional revenue notes on parity with the Series 2025 Notes, upon such conditions as may be set forth in the Credit Agreement. The Series 2025 Notes will be issued on parity of lien with the 2023 Note, as it may be extended or amended.

12. Issuance of Bonds. The Series 2025 Notes are being issued in anticipation of the future issuance of long-term water system revenue bonds (the “Bonds”), and the Municipality hereby agrees to diligently pursue all approvals and other steps necessary to cause the issuance of the Bonds at or prior to the maturity date of the Series 2025 Notes, to the extent the funds of the System are insufficient for the payment of the Series 2025 Notes.
13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the registered owners of the Series 2025 Notes, and after the issuance of the Series 2025 Notes, no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in Section 16 hereof, until such time as the Series 2025 Notes shall have been paid in full or discharged pursuant to Section 15 hereof.
14. Remedies of Note Owners. Any registered owner of any of the Series 2025 Notes may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this Resolution, including the making and collecting of sufficient rates, the proper application of and accounting for revenues of the System, and the performance of all duties imposed by the terms hereof. If any default be made in the payment of principal of, premium, if any, or interest on the Series 2025 Notes, then upon the filing of suit by any registered owner of said Series 2025 Notes, any court having jurisdiction of the action may appoint a receiver to administer the System in behalf of the Municipality with power to charge and collect rates sufficient to provide for the payment of all bonds and obligations outstanding against the System and for the payment of Current Expenses, and to apply the income and revenues thereof in conformity with the provisions of this Resolution.
15. Discharge and Satisfaction of Notes. If the Municipality shall pay and discharge the indebtedness evidenced by all or any portion of the Series 2025 Notes in any one or more of the following ways:
 - a. By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Series 2025 Notes as and when the same become due and payable;
 - b. By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (“an Agent”; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Series 2025 Notes and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Series 2025 Notes are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);
 - c. By delivering such Series 2025 Notes to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Series 2025 Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest and redemption premiums, if any, on such Series 2025 Notes when due, then and in that case the indebtedness evidenced by such Series 2025 Notes shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Series 2025 Notes shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Series 2025 Notes in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Series 2025 Notes; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Series 2025 Notes on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent.

16. Modification of Resolution. This Resolution may be amended without the consent of or notice to the Lenders for the purpose of curing any ambiguity or formal defect or omission herein. Any other amendment shall not be effective without the prior written consent of the Lenders.
17. Reimbursement. It is reasonably expected that the Municipality will reimburse the Board for certain expenditures made by it in connection with the Project by issuing the Series 2025 Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.
18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.
19. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

(signature page follows)

Adopted and approved on November 13, 2025.

Mayor

ATTEST:

City Recorder

LEGAL FORM APPROVED:

City Attorney

EXHIBIT A
TERM SHEET
(attached)



City of Columbia, Tennessee

Term Sheet

October 15, 2025

Truist Bank (“Bank”), on behalf of itself and its designated affiliate (the “Lender”), is pleased to submit the following summary of terms and conditions for discussion purposes only. The term sheet is non-binding and does not represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in any definitive documentation for the requested financing.

Borrower/System:	Columbia Power and Water System (“System”) of the City of Columbia, TN (the “Borrower”). The System comprises two enterprise funds of the City. The Columbia Water System, which operates as part of the Columbia Power and Water Systems is a municipally owned water utility, created under the provisions of Chapter 68 of the Public Acts of Tennessee of 1933. The System provides potable water directly to residential and commercial customers in and around the City of Columbia, Tennessee. The System also provides water to the Maury County Water System, the City of Spring Hill, and standby water for the City of Mt. Pleasant.
Lender:	Truist Commercial Equity, Inc.
Facility/Purpose/Description:	Tax-exempt non-bank qualified drawdown credit facility (the “Loan”) to fund capital improvement projects of the System. Drawn amounts available under the Facility (each an “Advance”) may be borrowed from the date the Facility first becomes effective (“Closing Date”) until the Maturity Date. The closing date is expected to occur in December 2025. The Columbia Power and Water System is in progress on a multi-year effort to provide for a long-term solution to the growing need for water supply in Columbia, Spring Hill and Maury County. This will be a large, multi-year project that will cost likely over \$500 million to complete. The System is also looking to complete improvements to its distribution system, in addition to the expanded water production project.
Amount:	Total Advances under the Facility may not exceed \$30,000,000.
Advances:	The City will draw monthly the sum needed to reimburse itself for the payments made to fund project costs. Advances or draws are limited to one per month with a minimum dollar amount per Advance of \$500,000. Draws shall be evidenced by electronic requests for an advance, signed by an authorized officer. No receipts or inspections are required.
Funding:	Draws on the Facility shall be funded into a Truist account as requested by the Borrower.

Repayment:	It is anticipated that interest on the Series 2025 Note will be payable semiannually on June 1 and December 1, with the first payment to be on June 1, 2026. The System does not anticipate scheduling any principal payments on the Loan prior to the final maturity date. Payments will be interest-only until such maturity date.										
Maturity Dates:	Borrower's option of the following: 12, 18, 24, or 36 months										
Bank Fees:	12 month option will have an upfront fee of 10bps and an unused fee of 15bps. 18 month option will have an upfront fee of 11.5bps and an unused fee of 16bps. 24 month option will have an upfront fee of 12.5bps and an unused fee of 17bps. 36 month option will have an upfront fee of 25bps and an unused fee of 25bps.										
Prepayment:	The Lender will allow prepayment in whole and in part on any Business Day without any premium or penalty.										
Interest Rates:	Variable Rate Options: <table border="1"> <thead> <tr> <th>Term</th><th>Rate</th></tr> </thead> <tbody> <tr> <td>12 months</td><td>(79% * 1 Month Term SOFR) + 35 bps</td></tr> <tr> <td>18 months</td><td>(79% * 1 Month Term SOFR) + 43 bps</td></tr> <tr> <td>24 months</td><td>(79% * 1 Month Term SOFR) + 53bps</td></tr> <tr> <td>36 months</td><td>(79% * 1 Month Term SOFR) + 70bps</td></tr> </tbody> </table> The Index shall be the 1-Month Term SOFR. In no event will the Index selected ever be less than 0.00%. Accrual basis: ACT/360. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website. To maintain this rate quotes through the closing date, the City must notify the Lender of its acceptance of the general terms and conditions of this Term Sheet before the close of business on November 14, 2025 and this transaction must close by December 22, 2025. The interest rates for the Tax-Exempt Facility will be subject to increase in the event of a Determination of Taxability including retroactive interest, penalties and other fees and costs associated therewith. The term Taxable Event does not include and is not triggered by a change in law by Congress that causes the interest to be includable under Lender's gross income; provided, however, from and after the effective date of such change law all future advances will be made on a taxable basis.	Term	Rate	12 months	(79% * 1 Month Term SOFR) + 35 bps	18 months	(79% * 1 Month Term SOFR) + 43 bps	24 months	(79% * 1 Month Term SOFR) + 53bps	36 months	(79% * 1 Month Term SOFR) + 70bps
Term	Rate										
12 months	(79% * 1 Month Term SOFR) + 35 bps										
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24 months	(79% * 1 Month Term SOFR) + 53bps										
36 months	(79% * 1 Month Term SOFR) + 70bps										

Security:	The anticipated source of funds for the repayment of the Loan will be from the future issuance of long-term bonds. Additionally, the Note will continue to be a subordinate lien obligation of the City of Columbia's Water System payable from and secured by a pledge of the Net Revenues (as defined in the Resolution) of the City's Water System. The only senior lien obligations are the Series 2021 Water System Revenue Refunding Bonds. The Loan will be a subordinate lien to the 2021 Bondholders. Borrower will agree, however, not to issue any additional senior lien System obligations without the written consent of the Lender as long as the Loan remains outstanding. The Loan is being issued under the Resolution and the City is expecting terms that are consistent with the Resolution.
Documentation:	All documentation shall appropriately structure the financing according to Federal and State statutes, subject to acceptable review by Lender and its counsel. The Water System Revenue Anticipation Note, Series 2025 will not be presented for payment unless required by documentation.
Covenants:	Usual and customary covenants, reporting requirements, representations and warranties and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements: • Annual Financial Statements within 270 days of fiscal year end. • Annual budget within 30 days of adoption. • The default rate shall be Prime + 2%. • Borrower will not issue additional Senior Lien Water System obligations with prior written consent of the Lender. • Other financial covenant to match the current Indenture/Resolution
Conditions Precedent and Other Terms:	1. <u>Borrower's Counsel Opinion</u>: An opinion of City's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender and its counsel. 2. <u>Bond Counsel Opinion</u>: An approving opinion of bond counsel related to the Series 2025 Note in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the Series 2025 Note is excludable from gross income for Federal income tax purposes and that the Series 2025 Note is a qualified tax-exempt obligation in accordance with the Internal Revenue Code. 3. <u>Other Items</u>: The Bank and the Lender shall have received such other documents, instruments, approvals or opinions as may be reasonably requested. 4. <u>Required Minimum Deposits</u>: The Borrower agrees to maintain a minimum of \$1,500,000 on deposit with the Bank (independent of any other deposit requirement for other bonds) for the period the loan is available. These deposits can be held in an interest-bearing account at a market competitive rate. 5. <u>Ability to Draw Funds into Project Fund Account</u>: The Borrower will be allowed to draw funds into a Truist Bank project fund account to be held for future project use as desired

	by the Borrower. Specific details of this process to be discussed with respective counsel during documentation process.
Lender's Legal Counsel:	The Lender's legal counsel will be Jeff Poley at Hawkins, Delafield & Wood. Estimated fees for the closing of the Loan will be \$7,500, but not to exceed \$10,000. Such fees shall be paid by the City, whether or not the Loan described herein is closed.
Governing Law & Jurisdiction:	State of Tennessee
Municipal Advisor Disclosure:	The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.
Patriot Act:	Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Bank and its affiliates.
Expiration Date:	This Term Sheet shall expire on November 14, 2025 unless a formal commitment letter has been issued prior to such date.

EXHIBIT B

(Form of Series 2025 Note)

REGISTERED
Number ____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF COLUMBIA, TENNESSEE
WATER SYSTEM REVENUE ANTICIPATION NOTE, SERIES 2025

Date of Note: _____

Maturity Date: _____

Registered Owner: _____

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That the City of Columbia, Tennessee, a Tennessee municipal corporation (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest of _____ from the date hereof until said maturity date, said interest being payable on _____ until this Note matures[or is redeemed]. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the office of the Chief Financial Officer of the Columbia Board of Public Utilities or any successor's office designated by the Governing Body as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date to the registered owner hereof shown on the note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said note registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the persons in whose name this Note is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Notes of the issue of which this Note is one not less than ten days prior to such Special Record Date. Payment of principal of and premium, if any, on this Note shall be made when due upon presentation and surrender of this Note to the Registration Agent.

This Note is one of a total authorized issue aggregating \$_____ and issued by the Municipality for the purpose of providing funds to finance the cost of the extensions and improvements to the System, and to pay the costs of issuance of the Notes, under and in full compliance with the Act, and pursuant to a resolution duly adopted by the City Council of the Municipality on _____, 2025 (the "Resolution").

This Note is payable solely from and secured by the revenues of the System, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System, on parity with the pledge of such revenues in favor of the Municipality's outstanding Water System Revenue Anticipation Note, Series 2023 and subject to the prior pledge of such revenues in favor of the Series 2021 Bonds, which were issued pursuant to the Senior Lien Resolution. This Note is additionally payable from the proceeds of the future issuance of long-term revenue bonds of the Municipality, in anticipation of which this Note has been issued. As provided in the Resolution, the punctual payment of principal of and interest on the series of the Notes of which this Note is one, and any other bonds hereafter issued on a parity therewith, shall be secured equally and ratably by said revenues without priority by reason of series, number or time of sale or delivery. Said revenues are required by law and by the proceedings pursuant to which this Note is issued to be fully sufficient to pay the cost of operating, maintaining, repairing and insuring the System, including reserves therefor, and to pay principal of and interest on this Note and the issue of which it is a part promptly as each becomes due and payable. The Municipality has covenanted and does hereby covenant that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient revenues to pay promptly the principal of and interest on this Note and the issue of which it is a part as each becomes due. This Note and the interest hereon are payable solely from the revenues so pledged to the payment hereof. The owner of this Note shall have no recourse to the power of taxation of the Municipality. For a more complete statement of the revenues from which and conditions under which this Note is payable, a statement of the conditions on which obligations may hereafter be issued on a parity with this Note, the general covenants and provisions pursuant to which this Note is issued and the terms upon which the Resolution may be modified, reference is hereby made to the Resolution.

The Notes of the issue of which this Note is one are subject to redemption on _____, in whole or in part, at the option of the Municipality, at a redemption price of _____ plus accrued interest to the date of redemption.

Notice of any call for redemption shall be given by the Registration Agent not less than _____ days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice.

This Note and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Notes in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required

to transfer or exchange any Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Note for redemption.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by its Mayor and attested by its City Recorder, all as of the date hereinabove set forth.

THE CITY OF COLUMBIA, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

City Recorder

Transferable and Payable at: _____
_____, _____

Date of Registration: _____

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification of Social Security Number of Assignee _____), the within Note of The City of Columbia, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said note on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within note in every particular, without enlargement or alteration, or any change whatsoever.

Signature guaranteed:

Notice: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

STATE OF TENNESSEE)
)
COUNTY OF MAURY)

I, Thad Jablonski, hereby certify that I am the duly qualified and acting City Recorder of the City of Columbia, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the City Council of the Municipality held on November 13, 2025; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the issuance of Water System Revenue Anticipation Notes, Series 2025 of said Municipality.

WITNESS my official signature and seal of said Municipality this _____ day of _____, 2025.

City Recorder

(SEAL)

48538889.5



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: RESOLUTION NO. 25-80 - A RESOLUTION AUTHORIZING THE EXTENSION OF THE MATURITY OF, AND THE ADJUSTMENT OF THE INTEREST RATE ON, THE WATER SYSTEM REVENUE ANTICIPATION NOTE, SERIES 2023 OF THE CITY OF COLUMBIA, TENNESSEE.

RECOMMENDATION: Approve Resolution No. 25-80.

INFORMATION: CPWS has requested renewal of these two short-term water system revenue anticipation notes for an additional two years; the amount for both is \$70 million. CPWS plans on rolling these anticipation notes into the overall borrowing for the long-term water supply project.

CERTIFICATION:

ATTACHMENTS: Staff Report, Resolution No. 25-80.

A RESOLUTION AUTHORIZING THE EXTENSION OF THE MATURITY OF, AND THE ADJUSTMENT OF THE INTEREST RATE ON, THE WATER SYSTEM REVENUE ANTICIPATION NOTE, SERIES 2023 OF THE CITY OF COLUMBIA, TENNESSEE

BE IT RESOLVED by the City Council of the City of Columbia, Tennessee, as follows:

1. Authority; Findings.

- a. The City of Columbia, Tennessee (the "Municipality") is duly incorporated pursuant to Chapter 210 of the 1941 Private Acts of Tennessee.
- b. The Municipality now owns and operates, through the Board of Public Utilities (the "Board"), a waterworks system (the "System").
- c. Pursuant to Section 7-34-111 of the Tennessee Code Annotated and a resolution of the City Council of the Municipality adopted on October 12, 2023 (the "2023 Note Resolution"), the Municipality issued to Truist Commercial Equity, Inc. (the "Lender") its Water System Revenue Anticipation Note, Series 2023 (the "2023 Note") to finance the construction of improvements and extensions to the System, in anticipation of the future issuance of long-term revenue bonds.
- d. The 2023 Note matures on December 22, 2025, and the Board has recommended extending the maturity thereof to allow additional time for the issuance of long-term revenue bonds.
- e. The Lender has agreed to amend the terms of the 2023 Note, provided that the interest rate on the 2023 Note is adjusted to reflect current market rates on interest.

2. Approval of Extension and Amendment of the 2023 Note. The City Council hereby approves the extension of the maturity date of the 2023 Note to a date not later than December 22, 2028, the amendment of the interest rate on the Note, and the amendment of the credit agreement between the Municipality and the Lender, all as may be necessary to conform in all material respects to the Lender's term sheet attached hereto as Exhibit A, with the final maturity to be established and approved by the Mayor and the Chairman of the Board. The Mayor and the other officers of the Municipality are hereby authorized to execute all such documents and take all such actions as may be necessary to effectuate the foregoing.

3. Approval of the State Comptroller. The 2023 Note shall not be extended or amended without the Municipality having first received the approval of the Comptroller of the State of Tennessee, or his designee.

4. Effectiveness of 2023 Note Resolution. The 2023 Note Resolution shall in continue in full force and effect with respect to the 2023 Note, as extended and amended.

5. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

(signature page follows)

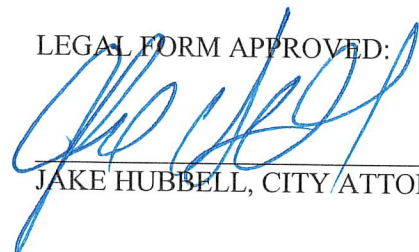
Adopted and approved on _____, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

EXHIBIT A
TERM SHEET
(attached)

STATE OF TENNESSEE)
)
COUNTY OF MAURY)

I, Thad Jablonski, hereby certify that I am the duly qualified and acting City Recorder of the City of Columbia, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the City Council of the Municipality held on _____, 2025; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the extension of the maturity and amendment of the Municipality's Water System Revenue Anticipation Notes, Series 2023.

WITNESS my official signature and seal of said Municipality this _____ day of _____, 2025.

City Recorder

(SEAL)

48538906.5

A RESOLUTION AUTHORIZING THE EXTENSION OF THE MATURITY OF, AND THE ADJUSTMENT OF THE INTEREST RATE ON, THE WATER SYSTEM REVENUE ANTICIPATION NOTE, SERIES 2023 OF THE CITY OF COLUMBIA, TENNESSEE

BE IT RESOLVED by the City Council of the City of Columbia, Tennessee, as follows:

1. Authority; Findings.
 - a. The City of Columbia, Tennessee (the “Municipality”) is duly incorporated pursuant to Chapter 210 of the 1941 Private Acts of Tennessee.
 - b. The Municipality now owns and operates, through the Board of Public Utilities (the “Board”), a waterworks system (the “System”).
 - c. Pursuant to Section 7-34-111 of the Tennessee Code Annotated and a resolution of the City Council of the Municipality adopted on October 12, 2023 (the “2023 Note Resolution”), the Municipality issued to Truist Commercial Equity, Inc. (the “Lender”) its Water System Revenue Anticipation Note, Series 2023 (the “2023 Note”) to finance the construction of improvements and extensions to the System, in anticipation of the future issuance of long-term revenue bonds.
 - d. The 2023 Note matures on December 22, 2025, and the Board has recommended extending the maturity thereof to allow additional time for the issuance of long-term revenue bonds.
 - e. The Lender has agreed to amend the terms of the 2023 Note, provided that the interest rate on the 2023 Note is adjusted to reflect current market rates on interest.
2. Approval of Extension and Amendment of the 2023 Note. The City Council hereby approves the extension of the maturity date of the 2023 Note to a date not later than December 22, 2028, the amendment of the interest rate on the Note, and the amendment of the credit agreement between the Municipality and the Lender, all as may be necessary to conform in all material respects to the Lender’s term sheet attached hereto as Exhibit A, with the final maturity to be established and approved by the Mayor and the Chairman of the Board. The Mayor and the other officers of the Municipality are hereby authorized to execute all such documents and take all such actions as may be necessary to effectuate the foregoing.
3. Approval of the State Comptroller. The 2023 Note shall not be extended or amended without the Municipality having first received the approval of the Comptroller of the State of Tennessee, or his designee.
4. Effectiveness of 2023 Note Resolution. The 2023 Note Resolution shall in continue in full force and effect with respect to the 2023 Note, as extended and amended.
5. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

(signature page follows)

Adopted and approved on November 13, 2025.

Mayor

ATTEST:

City Recorder

LEGAL FORM APPROVED:

City Attorney

EXHIBIT A
TERM SHEET
(attached)



City of Columbia, Tennessee

Term Sheet

October 15, 2025

Truist Bank (“Bank”), on behalf of itself and its designated affiliate (the “Lender”), is pleased to submit the following summary of terms and conditions for discussion purposes only. The term sheet is non-binding and does not represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in any definitive documentation for the requested financing.

Borrower/System:	Columbia Power and Water System (“System”) of the City of Columbia, TN (the “Borrower”). The System comprises two enterprise funds of the City. The Columbia Water System, which operates as part of the Columbia Power and Water Systems is a municipally owned water utility, created under the provisions of Chapter 68 of the Public Acts of Tennessee of 1933. The System provides potable water directly to residential and commercial customers in and around the City of Columbia, Tennessee. The System also provides water to the Maury County Water System, the City of Spring Hill, and standby water for the City of Mt. Pleasant.
Lender:	Truist Commercial Equity, Inc.
Facility/Purpose/Description:	Renewal of existing Tax-exempt non-bank qualified drawdown credit facility with current maturity date of 12/22/2025 with no change to existing structure.
Amount:	Total Advances under the Facility may not exceed \$40,000,000.
Advances:	The City will continue to draw monthly the sum needed to reimburse itself for the payments made to fund project costs. Advances or draws are limited to one per month with a minimum dollar amount per Advance of \$500,000. Draws shall be evidenced by electronic requests for an advance, signed by an authorized officer. No receipts or inspections are required.
Funding:	Draws on the Facility shall be funded into a Truist account as requested by the Borrower.
Repayment:	It is anticipated that interest on the Note will continue to be payable semiannually on June 1 and December 1. Principal due at proposed maturity.
Maturity Dates:	Borrower’s option of the following: 12, 18, 24, or 36 months

Bank Fees:	12 month option will have an renewal fee of 5bps and an unused fee of 15bps. 18 month option will have an renewal fee of 5bps and an unused fee of 16bps. 24 month option will have an renewal fee of 5bps and an unused fee of 17bps. 36 month option will have an renewal fee of 5bps and an unused fee of 25bps.										
Prepayment:	The Lender will allow prepayment in whole and in part on any Business Day without any premium or penalty.										
Interest Rates:	Variable Rate Options: <table border="1"> <thead> <tr> <th>Term</th><th>Rate</th></tr> </thead> <tbody> <tr> <td>12 months</td><td>(79% * 1 Mth Term SOFR) + 35 bps</td></tr> <tr> <td>18 months</td><td>(79% * 1 Mth Term SOFR) + 43 bps</td></tr> <tr> <td>24 months</td><td>(79% * 1 Mth Term SOFR) + 53bps</td></tr> <tr> <td>36 months</td><td>(79% * 1 Mth Term SOFR) + 70bps</td></tr> </tbody> </table> The Index shall be the 1-Month Term SOFR. In no event will the Index selected ever be less than 0.00%. Accrual basis: ACT/360. “SOFR” with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York’s Website. To maintain this rate quotes through the closing date, the City must notify the Lender of its acceptance of the general terms and conditions of this Term Sheet before the close of business on November 14, 2025 and this transaction must close by December 22, 2025. The interest rates for the Tax Exempt Facility will be subject to increase in the event of a Determination of Taxability including retroactive interest, penalties and other fees and costs associated therewith. The term Taxable Event does not include and is not triggered by a change in law by Congress that causes the interest to be includable under Lender’s gross income; provided, however, from and after the effective date of such change law all future advances will be made on a taxable basis.	Term	Rate	12 months	(79% * 1 Mth Term SOFR) + 35 bps	18 months	(79% * 1 Mth Term SOFR) + 43 bps	24 months	(79% * 1 Mth Term SOFR) + 53bps	36 months	(79% * 1 Mth Term SOFR) + 70bps
Term	Rate										
12 months	(79% * 1 Mth Term SOFR) + 35 bps										
18 months	(79% * 1 Mth Term SOFR) + 43 bps										
24 months	(79% * 1 Mth Term SOFR) + 53bps										
36 months	(79% * 1 Mth Term SOFR) + 70bps										
Security:	The anticipated source of funds for the repayment of the Loan will be from the future issuance of long-term bonds. Additionally, the Note will continue to be a subordinate lien obligation of the City of Columbia’s Water System payable from and secured by a pledge of the Net Revenues (as defined in the Resolution) of the City’s Water System. The only senior lien obligations are the Series 2021 Water System Revenue Refunding Bonds.										

	The Loan will be a subordinate lien to the 2021 Bondholders. Borrower will agree, however, not to issue any additional senior lien System obligations without the written consent of the Lender as long as the Loan remains outstanding. The Loan is being issued under the Resolution and the City is expecting terms that are consistent with the Resolution.
Documentation:	All documentation shall appropriately structure the financing according to Federal and State statutes, subject to acceptable review by Lender and its counsel. The Water System Revenue Anticipation Note, Series 2023 will not be presented for payment unless required by documentation.
Covenants:	Usual and customary covenants, reporting requirements, representations and warranties and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements: • Annual Financial Statements within 270 days of fiscal year end. • Annual budget within 30 days of adoption. • The default rate shall be Prime + 2%. • Borrower will not issue additional Senior Lien Water System obligations with prior written consent of the Lender. • Other financial covenant to match the current Indenture/Resolution
Conditions Precedent and Other Terms:	1. <u>Borrower's Counsel Opinion</u>: An opinion of City's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender and its counsel. 2. <u>Bond Counsel Opinion</u>: An approving opinion of bond counsel related to the Series 2023 Note in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the Series 2023 Note is excludable from gross income for Federal income tax purposes and that the Series 2023 Note is a qualified tax-exempt obligation in accordance with the Internal Revenue Code. 3. <u>Other Items</u>: The Bank and the Lender shall have received such other documents, instruments, approvals or opinions as may be reasonably requested. 4. <u>Required Minimum Deposits</u>: The Borrower agrees to maintain a minimum of \$2,000,000 on deposit with the Bank (independent of any other deposit requirement for other bonds) for the period the loan is available. These deposits can be held in an interest-bearing account at a market competitive rate. 5. <u>Ability to Draw Funds into Project Fund Account</u>: The Borrower will be allowed to draw funds into a Truist Bank project fund account to be held for future project use as desired by the Borrower. Specific details of this process to be discussed with respective counsel during documentation process.
Lender's Legal Counsel:	The Lender's legal counsel will be Jeff Poley at Hawkins, Delafield & Wood. Estimated fees for the closing of the Loan will be \$7,500, but not to exceed \$10,000. Such fees shall be paid by the City, whether or not the Loan described herein is closed.

Governing Law & Jurisdiction:	State of Tennessee
Municipal Advisor Disclosure:	The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.
Patriot Act:	Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Bank and its affiliates.
Expiration Date:	This Term Sheet shall expire on November 14, 2025 unless a formal commitment letter has been issued prior to such date.

STATE OF TENNESSEE)
)
COUNTY OF MAURY)

I, Thad Jablonski, hereby certify that I am the duly qualified and acting City Recorder of the City of Columbia, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the City Council of the Municipality held on November 13, 2025; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the extension of the maturity and amendment of the Municipality's Water System Revenue Anticipation Notes, Series 2023.

WITNESS my official signature and seal of said Municipality this _____ day of _____, 2025.

City Recorder

(SEAL)

48538906.5



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

Bailey Fitzgerald, Chief's Administrative Assistant, bfitzgerald@columbiatn.com, 931-560-1612

AGENDA ITEM TITLE: RESOLUTION NO. 25-81 - A RESOLUTION RATIFYING THE SUBMISSION AND AUTHORIZING ACCEPTANCE, IF AWARDED, OF A STATE OF TENNESSEE VIOLENT CRIME INTERVENTION FUND (VCIF) GRANT IN AN AMOUNT NOT TO EXCEED \$1,000,000 – COLUMBIA POLICE DEPARTMENT

RECOMMENDATION: Approve Resolution 25-81

INFORMATION: The State of Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, established the Violent Crime Intervention Fund (VCIF) to assist local law enforcement agencies with efforts to reduce and prevent violent crime.

The Columbia Police Department submitted an application to the VCIF program for consideration of state-allocated funding to support technology upgrades, specialized equipment, and program initiatives that strengthen investigations, improve officer safety, and enhance data-driven crime-reduction strategies.

The State of Tennessee is currently reviewing applications for this funding opportunity. This resolution formally ratifies the submission of the City's VCIF grant application and authorizes acceptance of the grant award, if approved, in an amount not to exceed \$1,000,000.

No local matching funds are required for participation in this program.

CERTIFICATION:

ATTACHMENTS: Resolution No. 25-81; copy of VCIF Provisional Funding Award Letter, VCIF Tennessee Grant Solicitation Packet

**A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S
APPLICATION FOR THE STATE OF TENNESSEE'S VIOLENT CRIME
INTERVENTION FUND (VCIF) GRANT IN AN AMOUNT NOT TO
EXCEED \$1,000,000 AND AUTHORIZE THE MAYOR TO EXECUTE
DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE
GRANT**

WHEREAS, the City of Columbia is eligible for funds under the State of Tennessee's Violent Crime Intervention Fund (VCIF) Grant in an amount not to exceed \$1,000,000; and

WHEREAS, the purpose of the grant is for technology upgrades, specialized equipment, and program initiatives that would strengthen investigations, improve officer safety, and enhance data-driven crime-reduction strategies; and

WHEREAS, the City of Columbia supports the efforts of the Columbia Police Department to reduce violent crimes in Columbia.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY OF COLUMBIA that:

1. That City hereby ratifies the application for the State of Tennessee's Violent Crime Intervention Fund (VCIF) Grant; and
2. If awarded, the City Council hereby approves of the grant award in an amount not to exceed \$1,000,000; and
3. The Mayor is hereby authorized and directed to enter into all necessary agreements to receive and administer such grant funds.

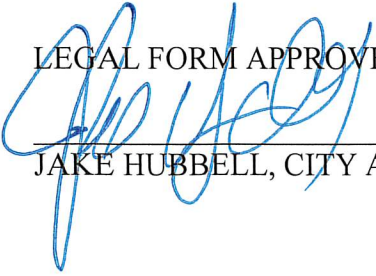
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA,
TENNESSEE, this the _____ day of _____, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

TENNESSEE Grant Solicitation Packet



FY26 VCIF Zip Codes

Project Period: 07/01/2025 - 06/30/2028

Released on: 10/02/2025
Completed applications due: 10/24/2025

Prepared by:
State of Tennessee
Office of Criminal Justice Programs
Department of Finance and Administration
312 Rosa L. Parks Avenue
William R. Snodgrass Tennessee Tower, Suite 1800
Nashville, Tennessee 37243-1102

Program Overview

Gov. Bill Lee and the General Assembly appropriated \$75 million in the Tennessee 2025-26 state budget for the Violent Crime Intervention Fund (VCIF), which provides grant funds to reduce crime in Tennessee communities. Of that appropriation, funds shall be distributed through the VCIF grant program to eligible law enforcement agencies, including drug task forces for violent crime reduction. The VCIF grants will support evidence-based programs, technology, infrastructure, and strategies to:

- Implement programming based on proven effective violent crime intervention models
- Hire and train specialized violent crime investigative units
- Purchase and apply new technology and equipment
- Create law enforcement led partnerships with community organizations of their choice to directly disrupt or prevent violent crime
- Develop a comprehensive downtown safety improvement strategy intended to advance place-based safety efforts

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or subcontract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided that a nonprofit organization has at least five (5) years' experience in providing programs and services focused on violent crime intervention. All programs and services must be evidence-based or research-based and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards. In the event that VCIF-funded infrastructure construction/property development is performed pursuant to a grant agreement or subcontract, the subgrantee/subcontractor must be duly registered to do business in the State of Tennessee and comply with all applicable local, state, and federal law in performance of the grant funded project. For the purpose of providing violent crime intervention grants, "evidence-based" and "research-based" have the same meanings as defined in the Tennessee Code Annotated Section 37-5-121.

Eligibility

Municipal and county local law enforcement agencies, including drug task forces, that meet the following requirements are eligible to apply:

- The agency must oversee a jurisdiction that contains one (1) or more of the fifty (50) zip codes in this state with the highest number of homicides over a five-year period from 2018-2022, based on CrimeInsight data from the TBI, CJIS Division, Statistical Analysis Center;
 - o **Davidson** - 37207 / 37208 / 37013 / 37211 / 37217 / 37209 / 37115 / 37210 / 37203 / 37206 / 37076 / 37214 / 37218
 - o **Dyer** - 38024
 - o **Hamilton** - 37406 / 37404 / 37411 / 37407
 - o **Knox** - 37914 / 37921 / 37915 / 37917 / 37920 / 37918
 - o **Madison** - 38301 / 38305
 - o **Maury** - 38401

- o **Montgomery** - 37040 / 37042
- o **Robertson** - 37172
- o **Rutherford** - 37130
- o **Shelby** - 38118 / 38106 / 38127 / 38116 / 38109 / 38114 / 38111 / 38128 / 38115 / 38108 / 38107 / 38112 / 38103 / 38122 / 38104 / 38018 / 38105 / 38126 / 38125 / 38134 / 38141
- To be eligible for funding, a sheriff's department that meets the requirement in the bullet above, must also demonstrate that it has taken all necessary steps to enter into a 287(g) agreement with the federal government; and
- All law enforcement agencies applying for funding must also meet the criteria listed in this solicitation. Agencies not able to demonstrate they meet these criteria must not apply.

Length and Amount of Project Support

- Length: Grant contracts will start no earlier than July 1, 2025, and will end June 30, 2028. Start date will be dependent upon local government agencies' internal contract acceptance processes.
- Project Support: Each applicant should refer to the **Funding Formula Plan** to determine its overall budget for programming to address violent crime in its respective community. The funding amount is based on each agency's reported five-year average of reported violent crime.

Program Purpose

The purpose of the VCIF grant program is to provide support to eligible local law enforcement agencies to develop and implement proven public safety strategies to combat violent crime (including juvenile violent crime) and to develop, construct, or rehabilitate infrastructure needed to combat violent crime. VCIF Program Priorities include but are not limited to:

- Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
- Equipment purchases that enhance local law enforcement agencies' ability to safely and effectively investigate and prevent violent crime;
- Coordinated projects that engage community partners in identifying and implementing interventions to reduce or stop violent crime; and
- Training and technical assistance.
- Development and implementation of a comprehensive downtown safety improvement strategy intended to advance place-based safety efforts, including developing, constructing, or rehabilitating infrastructure needed to combat violent crime.

Grant Solicitation Communications

The State has assigned the following Grant Solicitation identification titles that must be referenced in all communications regarding this Grant Solicitation:

- VCIF Zip Code Grant

Prospective Applicants must direct all communications concerning this Grant Solicitation through the TNGrants Portal. For additional instructions, please see the Technical Assistance Job Aid.

Application Deadline

An Applicant must ensure that the State receives a completed application no later than the application deadline time and date, which is in Central Standard Time. The State will not accept late applications, and an Applicant's failure to submit its completed application and required materials by the deadline will result in disqualification of the application.

APPLICATION REQUIREMENTS

Project Scope of Service

The Project Scope of Service contains the following sections and will be evaluated based upon the following criteria:

- General Information
- Problems and Needs
- Project Purpose
- Collaboration Activities
- Data Collection
- Uploaded Files
- Attestation

Budget Summary and Line-Item Detail

- A budget is not required to be submitted with the grant application, but all expenses must be reasonable, necessary, and allocable directly to the project.

Application Submission

- Required Materials for Submission
 - o Project Scope of Service
 - o Statement of Assurances
- Response Preparation Costs
 - o The State will **not** pay any costs associated with the preparation, submittal, or presentation of any application.

GRANT SOLICITATION SCHEDULE OF EVENTS

- The following Grant Solicitation Schedule of Events represents the State's best estimate for this Grant Solicitation.

EVENT	TIME (central time zone)	DATE
1. Grant Solicitation Posted		10/02/2025
2. Application Release	4:30 p.m.	10/02/2025
3. Application Deadline	4:30 p.m.	10/24/2025
4. Contract Start Date		07/01/2025

- **The State reserves the right, at its sole discretion, to adjust the Grant Solicitation Schedule of Events as it deems necessary.**
- Any adjustment of the Schedule of Events shall constitute a Grant Solicitation update, and the State will communicate such to prospective Applicants.

FUND SOURCE DESCRIPTION AND SPECIFIC REQUIREMENTS

Allowable Use of Funds

The grantees shall be required to participate in all OCJP designated Technical Assistance Provider trainings and activities.

Please reference the Allowable Costs section of the OCJP Grants Manual for full explanations/restrictions regarding Allowable Costs.

General Salaries and Personnel Costs: Payment of personnel costs are allowable if costs are a part of an approved project, are necessary and incidental to project implementation and operation, and are in addition to the resources already available to the Grantee. Overtime pay will only be allowable as approved by OCJP on a case by case basis.

Space: The cost of space in privately - or publicly - owned buildings used for the benefit of the program is allowable subject to the conditions stated below:

- The total cost of space may not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality.
- The cost of space procured for program usage may not be charged to the program for periods of non-occupancy, without authorization of OCJP.
- **Rental Cost:** The rental cost of space in a privately owned building is allowable. Rent cannot be paid if the building is owned by the grantee or if the grantee has a substantial financial interest in the property. However, the cost of ownership is an allowable expense. Similar costs for a publicly owned building are allowable where "rental rate" systems, or equivalent systems that adequately reflect actual costs, are employed. Such charges must be determined on the basis of actual cost (including depreciation-based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are included in rental charges, they may not be charged elsewhere.
- **Maintenance and Operation:** The cost of utilities, insurance, security, janitorial services, elevator services, upkeep of grounds, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.
- **Occupancy of Space Under Rental-Purchase or a Lease with Option-to-Purchase Agreement:** The cost of space procured under such arrangements is allowable when specifically approved by OCJP. This type of arrangement may require application of special matching share requirements under construction programs.
- **Depreciation and Use Allowances on Publicly Owned Buildings:** Depreciation or a use allowance on idle or excess facilities is NOT ALLOWABLE.

Professional Fees:

- All Grantee organizations that enter into a relationship with a third party to provide project-based professional services for the grant project, must do so pursuant to a formal subcontract between the Grantee organization and the third party.
- Grantees must comply with all applicable terms of the OCJP Grants Manual regarding OCJP pre-approval of subcontracts. Consultant rates of payment are to be reasonable and consistent with fees for similar services in the marketplace.
- All projects providing training instructors/speakers with state funds must submit a Notification of Speakers Agreement for each instructor/speaker 15 days prior to the training event. See Chapter IX. OCJP Grants Manual.

Publication of Documents and Electronic Media: Applicants are encouraged to make the results and accomplishments of their activities available to the public. A recipient/subrecipient who publicizes project activities and results shall adhere to the terms and conditions of the award as well as the following: Responsibility for the direction of the project activity shall not be ascribed to OCJP. The publication shall include the following statement: "This project is funded under an agreement with the State of Tennessee." All materials publicizing or resulting from award activities shall contain an acknowledgement of State of Tennessee assistance. An acknowledgement of support shall be made through use of the above statement or comparable footnote. The OCJP Program Manager will verify the statement prior to printing or publication. A grantee/subrecipient or contractor is expected to publish or otherwise make widely available to the public, as requested by OCJP, the results of work conducted or produced under an award. All publication and distribution agreements with a publisher will include provisions giving the State of Tennessee a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for government purposes. Unless otherwise specified in the award, the grantee/recipient/subrecipient may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material and other intellectual property rights developed or purchased as a result of award activities shall be subject to the State of Tennessee's royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for government purposes. The recipient/subrecipient shall submit a publication and distribution plan to OCJP before materials developed under an award are commercially published or distributed. The plan shall include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and, to assure reasonable competition, the identification of firms that will be approached. Prior OCJP approval of this plan is required for publishing project activities and results when funds are used to pay for the publication.

Travel: Expenses and reimbursements for in-state and out-of-state travel must follow the most current comprehensive State of Tennessee Rules and Regulations State of Tennessee Travel Rules and Regulations. OCJP requires prior approval for attendance at any out of state conference or training.

Equipment and Technology Purchases: Radios purchased with grant funds must meet P25 CAP Encryption Requirements, which have no encryption, have AES 256 algorithm, and have AES 256 algorithm along with any other non-standard encryption algorithms.

Failure to comply with these requirements will result in a questioned cost and agencies will be required to pay back all cost not compliant with this section and certification. Additionally, agencies are strongly encouraged to utilize statewide contracts and cooperative agreements, to expedite the purchasing process. Equipment and technology purchases under this application will first identify products currently on state contract or local cooperative agreement as the first choice to allow for consistency across entities, enhanced data collection, and a uniform system of tracking violent criminals. The list of preferred equipment for this project includes but is not limited to:

- Shot Spotter Technology
- Pole cameras
- Video Analysis Software
- Body Armor for agency personnel and K-9s
- Body-worn cameras
- P25 Radios
- Statewide Communications Systems (TACN)
- Equipment to support RapidDNA testing
- Equipment to support digital forensic investigations
- Equipment which is integral to an improved project if necessary and allocable to that project

Unallowable Costs

Please reference Chapter XV. Unallowable Costs of the OCJP Grants Manual for full explanations and restrictions regarding generic Unallowable Costs.

Generic Unallowable Costs:

- Compensation of federal or state employees, except off duty employees as approved by OCJP arising from approved grant related projects
- Bonuses or commissions,
- Military type equipment,
- Uniforms,
- Lobbying,
- Fundraising (including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions),
- Corporate formation,
- State and local taxes,
- Legal fees,
- Cost in applying for this grant,
- First class travel,
- Gift cards,
- Depreciation,
- Sole source contracts without prior written approval from OCJP
- Cost incurred outside the project period, and
- Late fees.

Please Note: This list is NOT ALL-INCLUSIVE. For further clarification, contact OCJP or refer to the OCJP Grants Manual

Program Income: All funds received, including Program Income, shall be placed in an interest-bearing account upon receipt, and remain until such time as they are needed for the purposes set out in the contract between the State and Applicant. If any portion of the grant funds and Program Income is not expended during the original term of the grant contract, the unexpended portion plus any accrued interest may be required to be returned to the State. Program Income means gross income earned by Applicant that is generated by a grant-supported activity or earned as a result of the grant award during the period of performance and approved extension periods, including accrued interest.

OTHER FEDERAL AND STATE PROGRAM REQUIREMENTS

Law Enforcement : In order for law enforcement agencies to qualify for grant funds, they must comply with the following:

- **Fingerprint Reporting Requirement**: The Agency shall ensure that they will comply with Tennessee Code Annotated (TCA) 38-3-122 and will submit all fingerprints taken to the Tennessee Bureau of Investigation (TBI).
- **TIBRS Reporting Requirement**: The Agency shall ensure that they comply with the rules and regulations of the Tennessee Bureau of Investigations (TBI) as empowered by Tennessee Code Annotated (TCA) 38-10-101 et seq. with regard to the Tennessee Incident Based Reporting System (TIBRS). The agency will at all times maintain TBI certification of their compliance with those rules and regulations.
- **National Instant Criminal Background Check System (NICS) Reporting Requirement**: The Agency shall ensure that they comply with Tennessee Code Annotated (TCA) 33-3-1115 with regard to NICS Reporting. The agency will at all times maintain compliance.
- **Death in Custody Reporting Act (DICRA) Requirement**: The Agency shall comply with Tenn. Code Ann. § 38-10-102. by submitting all deaths in custody to the TBI.
- **DNA and CODIS Requirements**: The Agency shall ensure that they will comply with Tennessee Code Annotated (TCA) 40-35-321 regarding the collection of DNA.
- **Use of Force Requirement**: The Agency must have a certification from the Tennessee Association of Chiefs of Police regarding their Use of Force policies. The Agency must also comply with TCAs 38-3-121, 38-8-101, 38-8-113, 38-8-127:130, and 40-6-105.

Statewide Contracts and Cooperative Agreements: All Grantees are strongly encouraged to utilize statewide contracts and cooperative agreements to expedite the purchasing process for all goods and services purchased with grant funds. Equipment and technology purchases under this application will first identify products currently on state contract or local cooperative agreement as the first choice to allow for consistency across entities, enhanced data collection, and a uniform system of tracking violent criminals.

Radios purchased with grant funds must meet P25 CAP Encryption Requirements, which have no encryption, have AES 256 algorithm, and have AES 256 algorithm along with any other non-standard encryption algorithms. Failure to comply with these requirements will result in a questioned cost and agencies will be required to pay back all cost not compliant with this section and certification.

Subject to Funds Availability: All funding is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, or for any other reason whatsoever the State reserves the right to terminate this solicitation. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Tennessee Department of Revenue Registration: Pursuant to Tennessee Code Annotated (TCA) 12-3-306 all Grantees and grant sub-recipients must comply with applicable provisions of the Retailers' Sales Tax Act compiled in TCA 67-6- 101 et seq. All Grantees and grant sub-recipients are therefore required to either register a sales and use account with the Department of Revenue or seek an exemption from the same. Information on the process can be found at: Sales and Use Registration. Applications must include sales/use registration information or exemption letter. Applicants must demonstrate that requests for registration or exemption was initiated at least seven (7) business days prior to the application due date. (This does not apply to DTFs and State and Local Law Enforcement.)

High Risk Designation: All applicants must disclose whether they are designated "high risk" by a federal grant-making agency. If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to the OCJP. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The applicant's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Applicants will be required to submit a High-Risk Designation Certification if selected for funding.

All applicants must affirmatively confirm their agreement to comply with all local, state, and federal law applicable to their grant project.

For further program requirements please refer to the OCJP Grants Manual on the Office of Criminal Justice Programs website at the following link: [OCJP Grants Manual](#).

FINANCIAL REQUIREMENTS

OCJP grants are governed by the provisions of the Office of Management and Budget (OMB) Uniform Guidance applicable to financial assistance. The sub-recipient must follow OMB Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance). Additional information and guidance are contained in the fund source chapters of the OCJP Grants Manual available from the Office of Criminal Justice Programs upon award of grant funds or by referring to the OCJP Grants Manual.

This policy manual provides information on allowed costs, methods of payment, audit requirements, accounting systems, and financial records. Specific requirements include:

Accounting Systems: A grant accounting system must be in place and financial records must accurately account for funds awarded to them. The system must have a financial management module in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. This includes ability to track grant funds separately from other funds. There should be a system in place that can accurately track employee's time charged to the grant. Accounting policies and procedures should be documented and in use, this includes payroll and purchasing policies that reflect good internal controls.

Cost Allocation Plan: If any part of the costs to be reimbursed are joint costs involving allocation to more than one program or activity, a cost allocation plan must be submitted and approved by the subrecipient's cognizant agency. The subrecipient's cognizant agency is the agency whose funds comprise the greatest percentage of grant funds received by the Subrecipient. Cost Allocation Plans must comply with the applicable accounting and financial standards, either Financial Accounting Standards Board ("FASB") standards or Governmental Accounting Standards Board ("GASB") standards. Methods used for allocating costs may differ between Subrecipients. It should be noted that grantors are not required to fully fund the costs that are charged to a particular program under an approved Cost Allocation Plan if such costs are not allowable under the contract with the Subrecipient or exceed the prescribed funding percentage or budgets.

The requirements for the development and submission of indirect cost proposals and cost allocation plans are set out in Appendices III – VI of 2 C.F.R. Part 200, for subrecipients that are a state department, city, county (and subdivision thereof) and state college, university, and technology center. These subrecipients should follow the guidelines applicable to its type of organization.

- 2 C.F.R. § 200, Appendix V for State/Local Government Central Service Cost Allocation Plans
- 2 C.F.R. § 200, Appendix VII for State/Local/Tribal Indirect Cost Proposals

For additional information regarding cost allocation plans, please refer to Chapter XVI – Cost Allocation of the OCJP grants manual.

Reporting Irregularities: The subrecipient is responsible for promptly notifying OCJP and the State of Tennessee Comptroller of any illegal acts or irregularities and or proposed actual actions. Please notify the State of Tennessee Comptroller Hotline at 1-800-232-5454 of any irregularities that occur. Illegal acts include: conflicts of interest, falsification of records or reports, misappropriation of funds or other assets, and/or fraud, waste or abuse. For additional information, please refer to the Tennessee Comptroller of the Treasury website here: <https://comptroller.tn.gov/office-functions/investigations/fraud-waste-and-abuse.html>

REPORTING REQUIREMENTS

The grantee must collect, maintain, and provide to OCJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OCJP. Data

collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws. The data collected should support the information submitted on the reports and OCJP may periodically request to see the back-up data that supports the information submitted.

Any additional reports required will be determined by the scope of the project.

PROGRAMMATIC REPORTING

Reporting requirements will be determined based on your project design and the data that can be collected. Requirements will at a minimum include a quarterly and annual report and a final report at the conclusion of the grant. At minimum, reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes, and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- Quarterly Report: A quarterly report is due to the state no later than 15 days following the close of any quarter. This report shall be in a format prescribed by the state. Items required by the state shall include but may not be limited to:
 - o Organization Name
 - o List of purchases made using grant funds during the quarter.
 - o Which "allowable use" category each purchase is tied to.
 - o Backup documentation (receipt, proof of payment, etc) for every purchase listed.
 - o Program Income Report
- Annual and Final Reports. The Grantee shall submit, within thirty (30) days of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A").

FISCAL REPORTING

Payment Methodology - Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in the grant contract agreement. Payment to the Grantee shall be a lump sum made in advance upon approval of the Grant Contract. See Program Income above.

Project Equipment Summary Report: A Project Equipment Summary Report is required to be completed on an annual basis if equipment or "Sensitive Minor Equipment" (see OCJP Grants Manual Chapter X-Property and Equipment for definition) is purchased with grant funds during the current fiscal year. It is due to OCJP no later than thirty (30) calendar days past the end of the State fiscal year, which is July 31st. For new projects, the Project

Equipment Summary Report should list new or start-up equipment purchases. For multi-year projects, the Project Equipment Summary Report should specifically identify any purchases that have been made for equipment, either totally or in part with grant money, since the last fiscal year. Please see the Project Equipment Summary Report.

FISCAL AND PROGRAM MONITORING

The Office of Criminal Justice Programs program managers and fiscal monitors provide routine program and fiscal monitoring of all OCJP contracts. This monitoring provides program and fiscal contract compliance review, much needed information on how the program is actually being implemented and assists in identifying grantees experiencing problems requiring corrective action. If through monitoring a problem area is identified and corrective action is requested, OCJP grantees must adhere to the corrective action requirements identified in the OCJP Grants Manual Chapter XIX. D within the time period required.

APPLICATION EVALUATION

Review and Evaluation of Proposals: Each application will be rated, utilizing a “weighted” review tool, based on the applicant agency’s ability to provide a logical description of how their project theoretically works to benefit the target group. Applications will be reviewed for financial and programmatic completeness by OCJP staff with expertise in grant requirements and program design. Grants will be awarded based on current funding patterns, the availability of funds, and the above cited criteria.

- All applications will undergo a final review by OCJP Staff and applicants will be notified of approval or denial. If an application is approved, the contract between the state and the grantee will be emailed with the approval letter. The contract must be signed by the Authorized Official and returned to the Office of Criminal Justice Programs for approval by the Commissioner of Finance and Administration. After the Commissioner approves the contract, an executed original contract will be emailed to the grantee.

GRANT SOLICITATION UPDATES

The State at its sole discretion may update this Grant Solicitation, in writing, at any time prior to contract award. However, prior to any such update, the State will consider whether it would negatively impact the ability of potential Applicants to meet the response deadline and revise the Grant Solicitation Schedule of Events if deemed appropriate. If a Grant Solicitation update is issued, the State will convey it to potential Applicants. A response must address the final Grant Solicitation (including its attachments) as updated.

October 2, 2025

Chaz Molder, Mayor
City of Columbia
700 N Garden Street
Columbia, TN 38401

Dear Mayor Molder:

On behalf of the Department of Finance & Administration and the Office of Criminal Justice Programs, this letter serves as your *provisional* funding approval for the **FY 2026 Violent Crime Intervention Fund (VCIF) Zip Codes Grant Program**.

Eligibility: Eligible agencies include municipal and county local law enforcement agencies, including drug task forces, that oversee a jurisdiction that contains one (1) or more of the fifty (50) zip codes in this state with the highest number of homicides over a five-year period from 2018-2022, based on CrimeInsight data from the TBI, CJIS Division, Statistical Analysis Center.

Award Amount: Based on the approved funding plan ([click this link to view the funding plan](#)), authorized by the Commissioner, Department of Finance and Administration, State of Tennessee, City of Columbia has been awarded \$1,000,000 for the Columbia Police Department for Patrol-based activities.

Use of Funds: The purpose of this funding is to provide support to eligible local law enforcement agencies to develop and implement proven public safety strategies to combat violent crime (including juvenile violent crime) and to develop, construct, or rehabilitate infrastructure needed to combat violent crime. Funding may support evidence-based programs, technology, infrastructure, and strategies to:

- Implement programming based on proven effective violent crime intervention models;
- Hire and train specialized violent crime investigative units;
- Purchase and apply new technology and equipment that enhance local law enforcement agencies' ability to safely and effectively investigate and prevent violent crime;
- Create law enforcement led partnerships with community organizations of their choice to directly disrupt or prevent violent crime; and
- Develop a comprehensive downtown safety improvement strategy intended to advance place-based safety efforts.

The award letter continues on the next page.

Contract Period: All contracts will be **executed no sooner than November 1, 2025**. Contracts will be back-dated to an **effective date of July 1, 2025**. All contracts will **end by June 30, 2028**.

Payment: Please note that this is an *advance payment* grant. Once your contract is effective, your agency will receive the total contract allocation in a single disbursement. All funds must be kept in an interest-bearing account upon receipt and remain in the account until such time as they are needed for the purposes set out in the contract. If any portion of the grant funds, including any program income, is not expended during the original term of the grant contract, the unexpended portion plus any accrued interest may be required to be returned to the State.

Budgets: The grant funds will be in a *combined* budget, rather than appropriated by fiscal year. Grant funds may be used for allowable expenses throughout the contract period (starting July 1, 2025).

Reporting: All agencies will report quarterly on their project spending, as well as annually at the end of each fiscal year. Separate reports must be submitted for each contract. Additional reporting guidance will be made available on the OCJP website (link to [OCJP Grants Manual](#); link to [VCIF Fund Source Chapter](#)).

Applying: Please review the application instructions on the next page.

The application is currently available. Applications may be submitted any time until the deadline: October 24, 2025, at 4:30 PM Central.

There will be an application training held virtually via Teams on **a date to be announced**. A subsequent email will be sent with meeting information. You may also [click here to join the meeting](#).

Thank you for your interest in the Violent Crime Intervention Fund program! We look forward to working with you, and congratulations on your grant award.

Sincerely,



Jennifer Brinkman
Director

cc: Jeremy Alsup, Chief of Police
Thad Jablonski, Fiscal Director
File

Application Instructions:

1. Your agency will find all needed materials to complete your application(s) on the new **OCJP TN Grants** platform. [Please click this link to visit the TN Grants site.](#)
2. To view the FY26 VCIF Zip Codes solicitation, you will first need to log in to TN Grants. Your agency is already set up with an account, and if you received this email directly from OCJP, you likely have a user account linked to your agency.
3. To retrieve your password, click “Forgot Your Password”. All usernames are in the following format: [your full email + “.tngrants”]. An example is “jane.doe@tn.gov.tngrants”. If you do not have an account, click “Register”. On the registration page, you can link your account to your authorizing agency (i.e., city or county government, or district attorney general’s office).
4. Once you are logged in, navigate to the “Solicitations” tab to view open solicitations and to apply. A separate application must be submitted for each award. All applications will be submitted in the TN Grants system.
5. There will be an application training held virtually via Teams on **a date to be announced**. A subsequent email will be sent with meeting information. You may also [click here to join the meeting](#).

Agencies must submit an application in order to receive funding.

The application is currently available. Applications may be submitted any time until the deadline: October 24, 2025, at 4:30 PM Central.

For questions, please contact Info.OCJP@tn.gov.



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: 2ND CONSIDERATION FOR ORDINANCE NO. 4562 - AN ORDINANCE CONVERTING FLOW OF TRAFFIC ON SOUTH GARDEN STREET TO ONE-WAY TRAVEL FROM W 11TH STREET TO DEPOT STREET.

RECOMMENDATION: Approve Ordinance No. 4562 at second consideration.

INFORMATION: City of Columbia Development Services Department was requested to convert the portion of South Garden Street between West 11th Street and Depot Street to one-way in conjunction with a development project at 1205 South Garden Street. Said development is providing the modifications in-kind, including on-street parking, pavement markings, and necessary signage. This change was unanimously recommended for approval by Columbia Municipal Planning Commission on September 10, 2025.

CERTIFICATION:

ATTACHMENTS: Staff Report Ordinance No. 4562, Ordinance No. 4562, 1205 S. Garden St. Roadway.

AN ORDINANCE CONVERTING FLOW OF TRAFFIC ON SOUTH GARDEN STREET TO ONE-WAY TRAVEL FROM W 11TH STREET TO DEPOT STREET.

WHEREAS, the City of Columbia, Tennessee Development Services Department was requested to convert the portion of South Garden Street between West 11th Street and Depot Street to one-way in conjunction with a development project at 1205 South Garden Street. Said development is providing the modifications in-kind, including on street parking, pavement markings, and necessary signage; and

WHEREAS, the Columbia Municipal Planning Commission reviewed the proposed change to one-way travel on September 10, 2025 and recommended approval of the change to one-way travel; and

WHEREAS, said recommendations are being considered after a public hearing held on the 9th day of October, 2025, notice of which was published in *Main Street Maury* twenty-one (21) days or more prior to said meeting.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows"

Section 1: South Garden Street shall be converted to one-way traffic flow between West 11th Street and Depot Street, with the traffic flow only allowed in the southbound direction.

Section 2: That this Ordinance be published at least once in *Main Street Maury* in Columbia, Tennessee.

Section 3: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

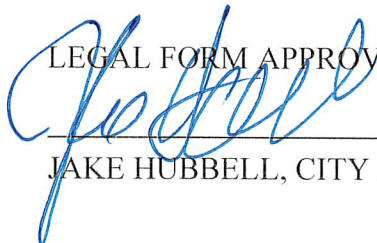
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, this the 9th day of October, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



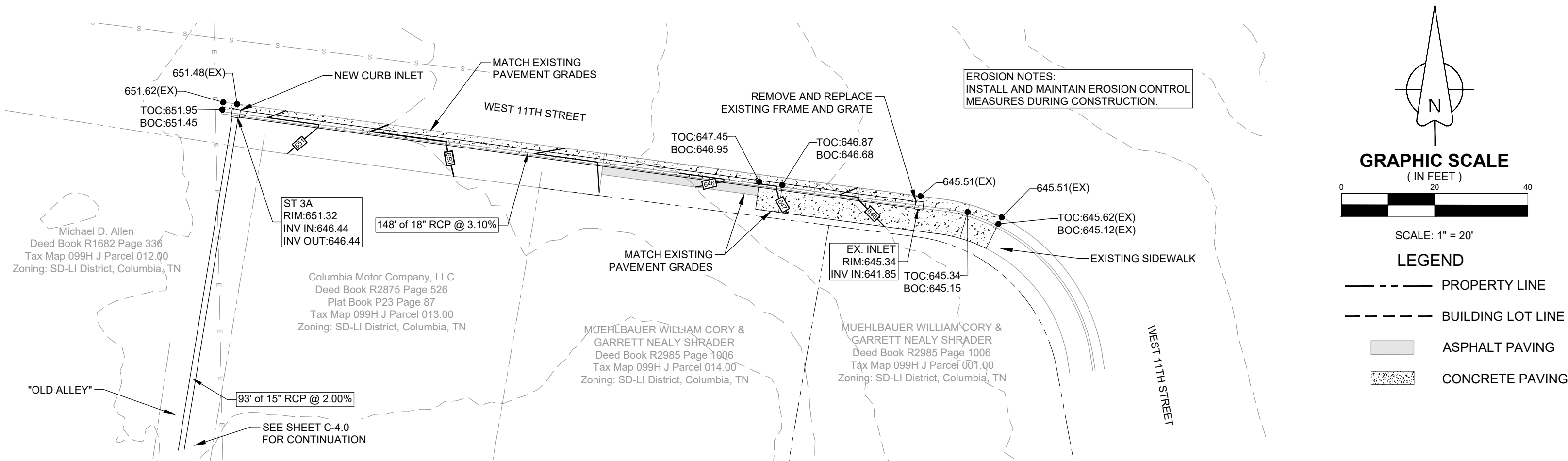
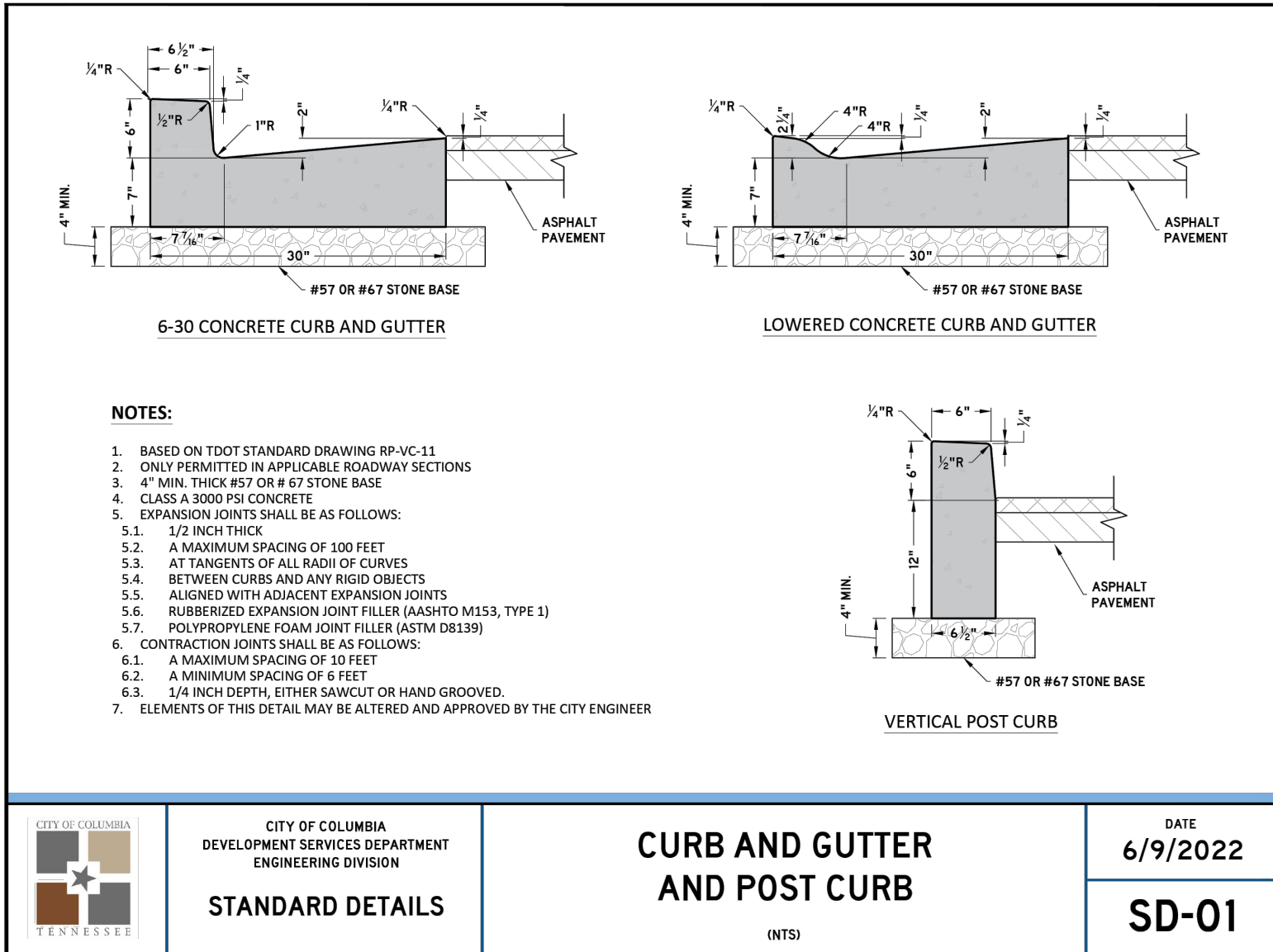
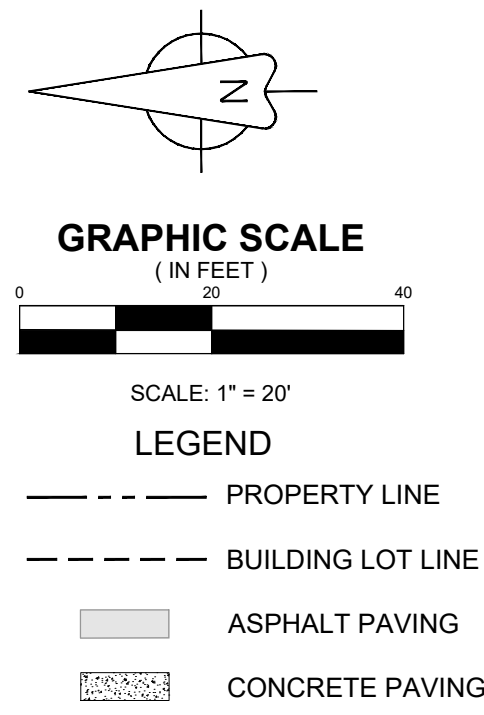
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____





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. 4564 - 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. 25-70, LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL 17.02, TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 5

RECOMMENDATION: Approve Ordinance No. 4564 on second consideration.

INFORMATION: The applicant is requesting to zone property proposed to be annexed under Resolution No. 25-70 to CD-3 (Neighborhood Character District). The concept plan reflects future development of 31 single family lots. The Planning Commission reviewed this request and recommended approval by a vote of five to one at the September 10, 2025 meeting.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4564, Ordinance No. 4564, Ordinance No. Exhibit A, Ordinance No. 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. 25-70, LOCATED OFF LASEA ROAD BEING TAX MAP 73 PARCEL 17.02 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. 25-70 to CD-3 (Neighborhood Character District).

Section 2: Said property being annexed by Resolution No. 25-70, is located in the Third 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 approval, by a vote of five to one, on the 10th day of September, 2025, and after a public hearing held on the 9th day of October, 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.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 13th day of November, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



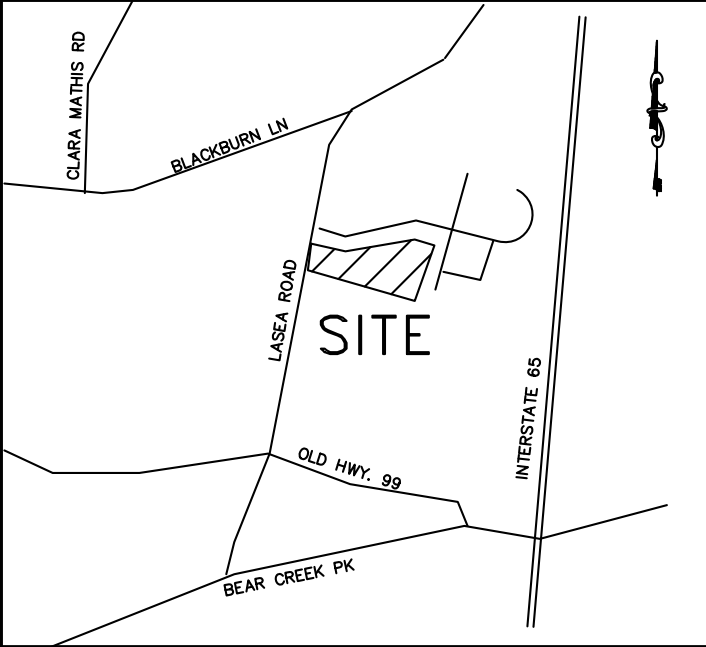
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____



VICINITY MAP
NOT TO SCALE

STANDARD NOTES

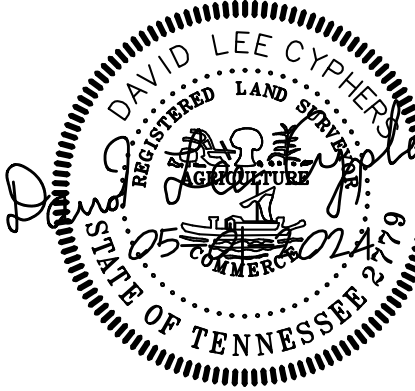
1. THE HORIZONTAL LOCATION DATA SHOWN ON THIS SURVEY WAS GATHERED USING STANDARD RADIAL SURVEYING TECHNIQUES WITH AN ELECTRONIC TOTAL STATION AND DATA COLLECTOR AND GLOBAL POSITIONING SYSTEM (GPS) UNIT AND IS BASED UPON A POSITIONAL SOLUTION DERIVED FROM REAL-TIME KINEMATIC (GPS) OBSERVATIONS PROCESSED BY TENNESSEE DOT NETWORK. BEARINGS ARE EXPRESSED IN THE TENNESSEE STATE PLANE COORDINATE SYSTEM USING U.S. SURVEY FOOT (HORIZONTAL = NAD83-C.O.R.S.; VERTICAL = NAVD88; ZONE TN 4100, GEOID MODEL MID TN 25012A), USING SOKKIA GPS MODEL GRX3 GNSS RECEIVER RTK (L1+L2, HORIZONTAL ACCURACY=5mm+.05ppm AND VERTICAL ACCURACY=10mm+.08ppm.
2. THE WITHIN DESCRIBED TRACT LIES WITHIN AN AREA DESIGNATED AS ZONE "X" (UNSHADED) AS EVIDENCED ON FEMA MAPS NUMBERED 47119C0195E ON THE FLOOD INSURANCE RATE MAPS FOR MAURY COUNTY, TENNESSEE (DATED REVISED 04-16-2007).
3. OWNERSHIP INFORMATION INDICATED HEREON IS AS IDENTIFIED IN COUNTY RECORDS.
4. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
5. IN TENNESSEE IT IS A REQUIREMENT OF THE "UNDERGROUND UTILITY DAMAGE PREVENTION ACT" THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNER(S) NO LESS THAN THREE NOR MORE THAN TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY HAZARD OR CONFLICT. THE TENNESSEE ONE CALL TELEPHONE NUMBER IS 1-800-351-1111. UTILITIES WERE NOT CHECKED DURING THE COURSE OF THIS SURVEY.
6. THE WITHIN PLAT AND SURVEY WERE PREPARED WITHOUT BENEFIT OF CURRENT EVIDENCE OF SOURCE OF TITLE FOR THE SUBJECT TRACT OR ADJOINERS AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.
7. THE SURVEYOR'S LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THOSE PARTIES IDENTIFIED IN THE CERTIFICATION AND DOES NOT EXTEND TO ANY UNNAMED PARTY.
8. THE SUBJECT TRACT IS SHOWN ON MAURY COUNTY TAX MAP 73, AS PARCEL 17.02.
9. ALL IRON RODS (SET) ARE CAPPED AND STAMPED "H.H. SURVEY".

STANDARD
LEGEND

- ⊙ IPF (IRON PIN FOUND)
- ⊙ IPS (IRON PIN SET) H AND H SURVEY
- CONCRETE MONUMENT
- OHP — OVERHEAD UTILITY LINES
- WATER LINES

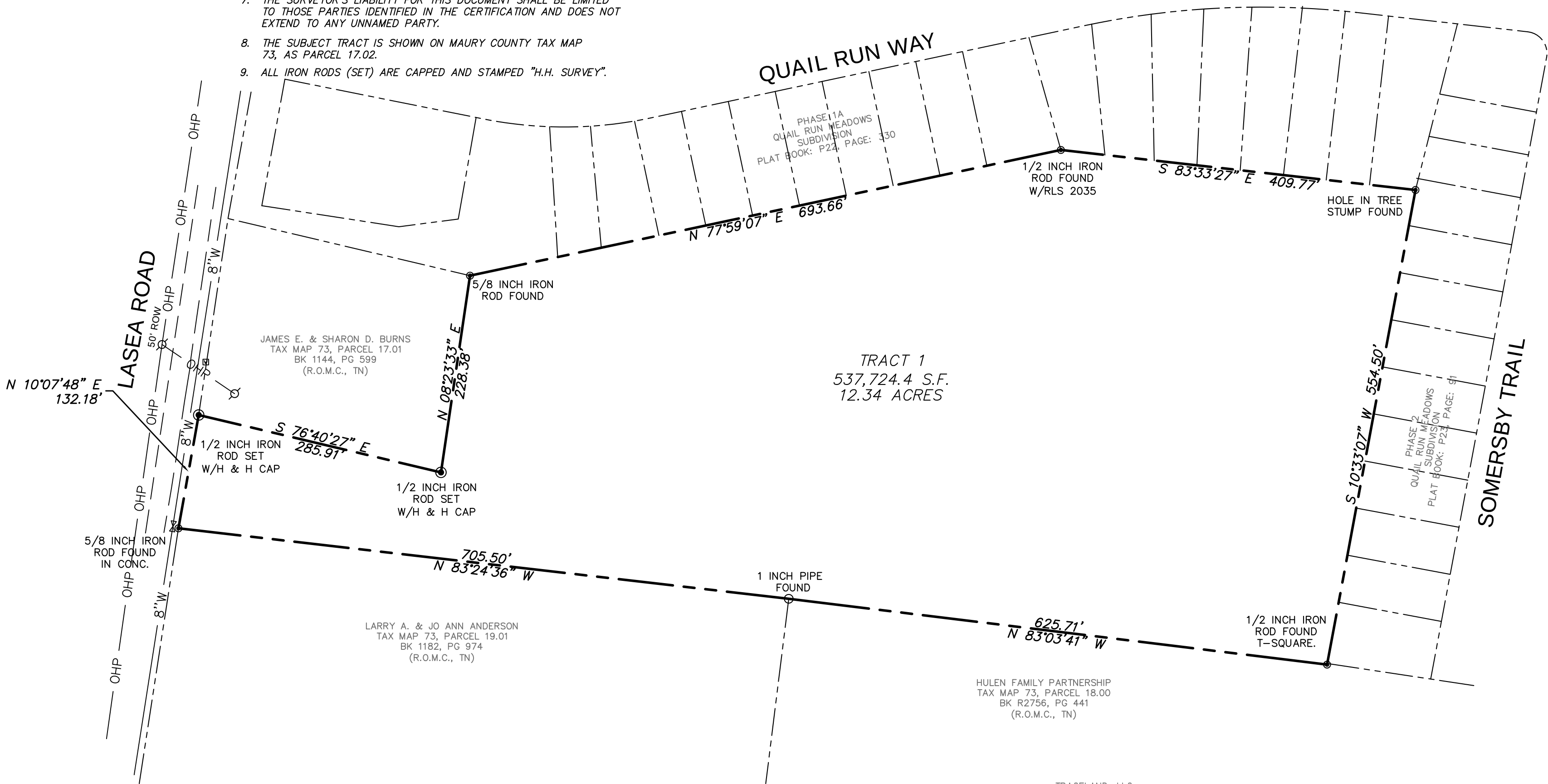


IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
TENNESSEE ONE CALL
IT'S THE LAW



I HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF TENNESSEE, THE WITHIN SURVEY REPRESENTS A CATEGORY I SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH T.C.A. SECTION 0820-3 AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY EXCEEDS 1:10,000. THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 01/29/2024.

DAVID LEE CYPHERS
RLS NUMBER 2779
DATE: MAY, 01, 2024



BOUNDARY SURVEY

THE MIKE SPARKS PROPERTY
0 LASEA ROAD
SPRING HILL, MAURY COUNTY, TENNESSEE
TAX MAP 73, PARCEL 17.02
RECORD BOOK R2379, PAGE 457-(R.O.M.C., TN)

DRAWN BY: TSH CHECKED BY: DLC

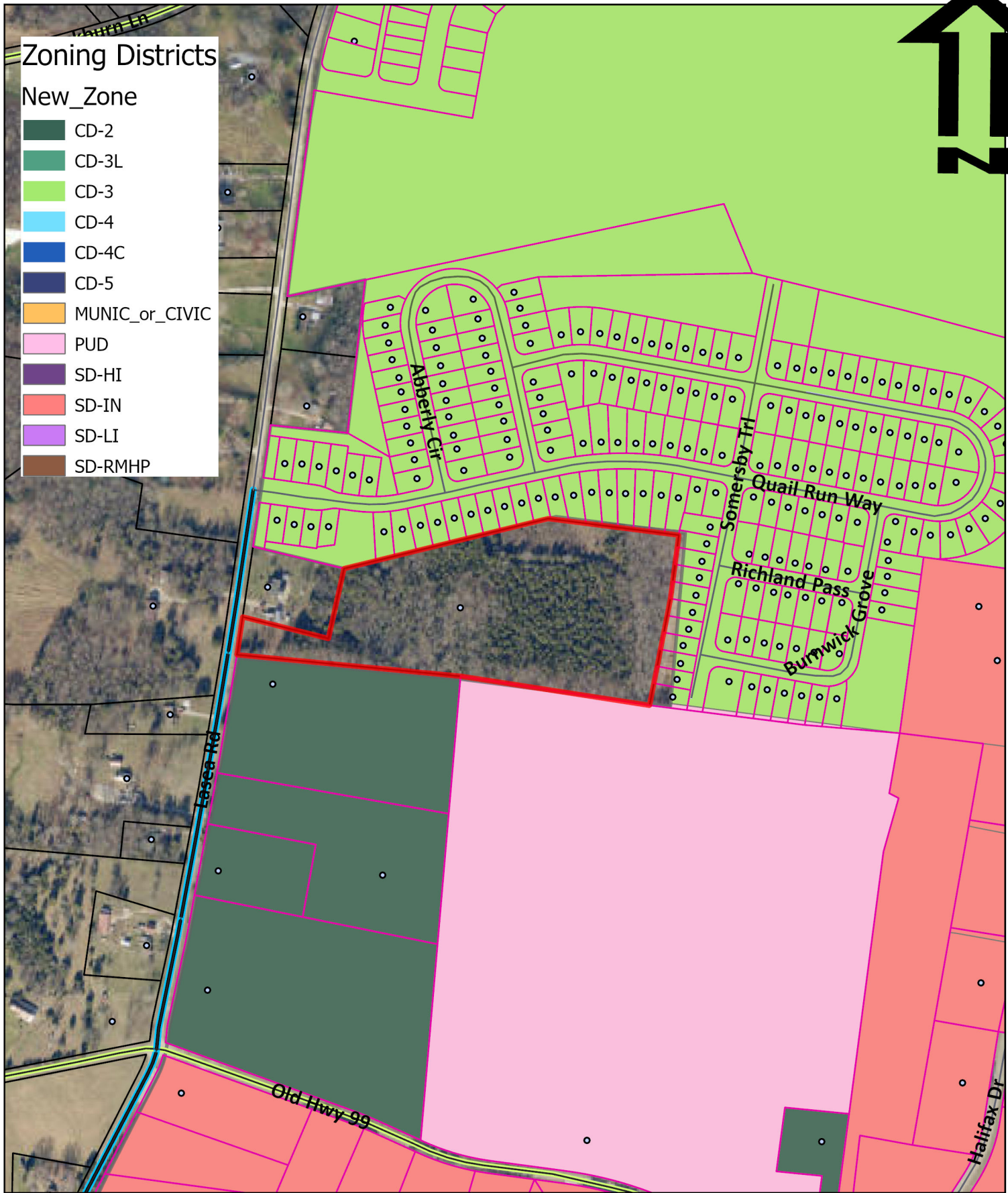
Scale : 1" = 100'



DATE: MAY, 01, 2024	REVISIONS	BY	CHANGE
MK	DATE	BY	CHANGE
JOB NO. 2023-0498			
SHEET 1 OF 1			

H & H LAND SURVEYING, INC.

P.O. BOX 2433
SMYRNA, TENNESSEE 37167
PHONE: (615) 831-0756 / E-MAIL: office@hlandhland.com

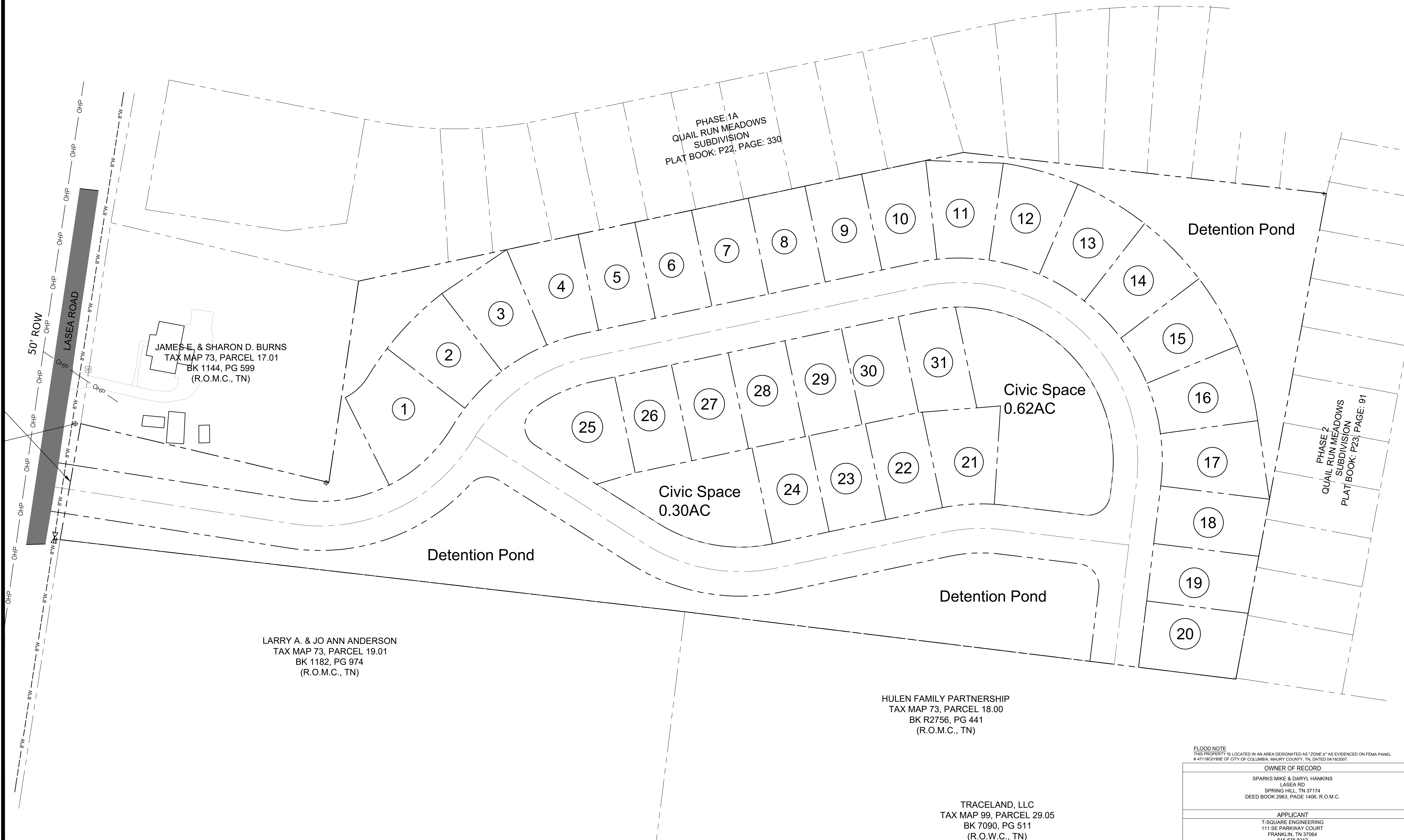


Ordinance No. 4564 - Exhibit B

Lasea Road
Tax Map 73 Parcel 17.02

Development Services
700 N. Garden St.
(931) 560-1560
www.columbiatn.gov





CONCEPT PLAN

MAP 073, PARCEL 017.02
COLUMBIA, TENNESSEE

1616 LASEA ROAD

SHEET



1616 Lasea Road Annexation & Rezoning

Project #:	25-0275	Location:	Tax Map 73 Parcel 017.02
Applicant:	Louis Sloyan	Case Type(s):	Annexation & Rezoning
Staff Planner:	Charles Rush	Proposed Use:	Residential

PROJECT SUMMARY

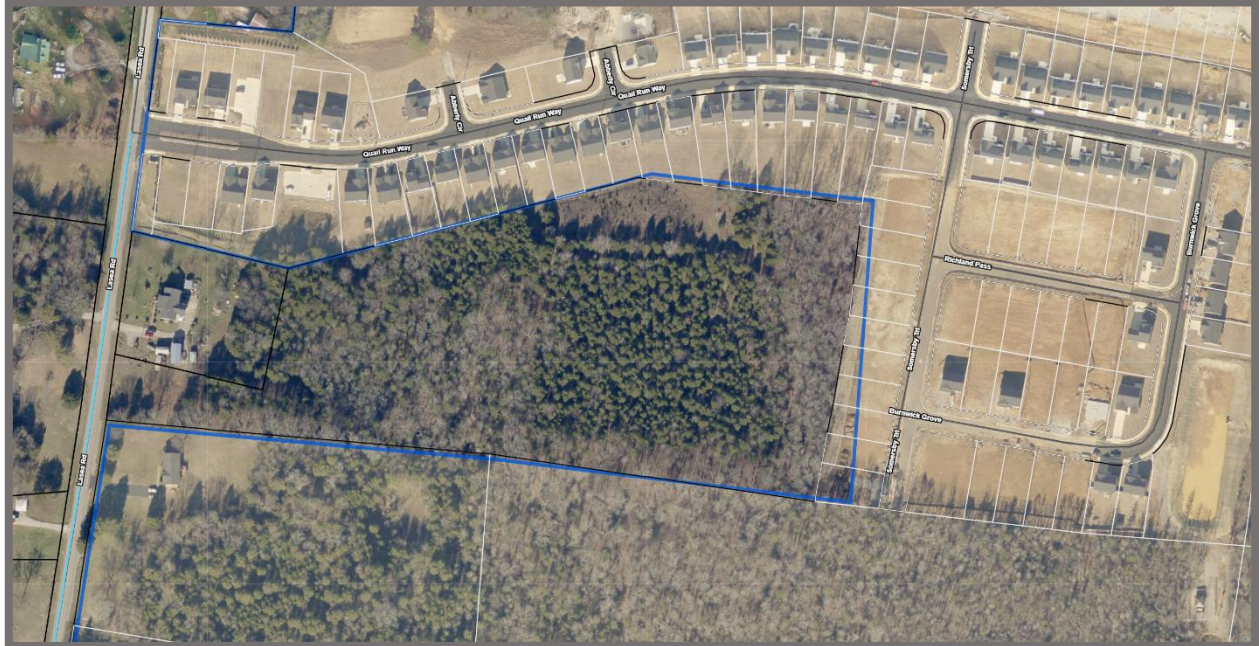
The applicant requests annexation with a plan of services for 12.4 acres located on Lasea Road (just north of the I-65 Bear Creek Pike exit). With this annexation request, a zoning of CD-3 has been requested.

- The subject site is located on the north-west side of the Bear Creek Pike/I-65 exit.
- The subject property is adjacent to the city limits both north and south. Immediately adjacent to the Quail Run Meadows Subdivision.
- The Development Review Committee (DRC) evaluated this application at its August 2025 meeting with comments associated with the request.
- A conditional water availability letter has been issued by CPWS. The letter noted the following: the current CPWS system is only able to support a fire flow up to 850 gpm within the development until a (planned) water main connection on Blackburn Road at Clara Mathis Road, then the system will be able to support fire flows above 1,000 gpm at this development project location. The timing of the water system improvements on Blackburn Road is not known, but a rough estimate is within the next 2 years. If sprinkler systems are requested or required, separate fire meters with backflow devices will be required to serve the proposed project.
- A concept plan, which was submitted, indicates 31 total lots. This concept plan is non-binding.
- The proposed development is consistent with the future land use map (located in Connect Columbia) and is labeled as being Suburban Neighborhoods (SN). SN indicates which Character Districts align with this development pattern. CD-3 is permitted within the SN designation.
- 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.
- 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
County	Vacant	Residential	+/- 12.4 acres



FUTURE LAND USE MAP



ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES

	Future Land Use	Zoning	Current Use
Subject Property	Suburban Neighborhood	County	Vacant
North	Suburban Neighborhood	CD-3	Single-Family Residential
South	City Center & Urban Village	CD-2	Single-Family Residential
East	City Center & Urban Village	Civic	Vacant
West	Rural Transitions	County	Single Family Residential/Vacant

CONSISTENCY WITH CONNECT COLUMBIA

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

Suburban Neighborhoods

Character & Intent

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

Land Use Considerations

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



Form & Pattern

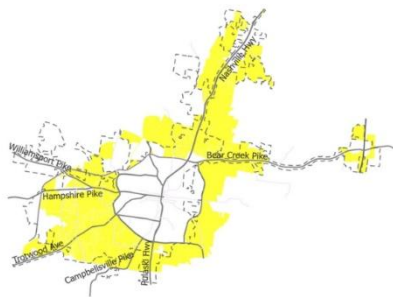
The SN future land use area is characterized by the organization of the built environment to extend a succession of large-lot neighborhoods and compact walkable neighborhoods. Development parcels extend established neighborhood patterns. Leap-frogging development is inappropriate. The SN future land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

Implementing Districts

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

Implementing Standards

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





Land Use: A Guide for Orderly & Beneficial Growth | 36

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 concept plan indicates that the property can be developed within the Character Neighborhood District (CD-3).

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

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

- **Engineering:** Provide ROW/roadway connection to south and north properties (17.01 & 19.01).
- **Planning:** No Comments.
- **Fire Marshal:** No comments.
- **Columbia Water:** The availability of capacity to serve is based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application. Any off-site improvements detailed in the availability letter are the responsibility of the developer/owner. All public water system improvements are subject to the preparation and approval of detailed construction plans prepared in accordance with CPWS and Tennessee Department of Environment and Conservation requirements.
- **Wastewater:** No comments

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its August 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 school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.*

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:

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.**

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
Travis Neas, Building Official tneas@columbiatn.gov

AGENDA ITEM TITLE: 2ND CONSIDERATION ON ORDINANCE NO. 4566 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY REPEALING AND DELETING TITLE 12, CHAPTER 1, SECTIONS 12-101, 12-102, AND 12-103, PERTAINING TO THE BUILDING CODE AND ADOPTING NEW SECTIONS 12-101, 12-102, AND 12-103 - CITYWIDE

RECOMMENDATION: Approve Ordinance No. 4566 on second consideration.

INFORMATION: Adoption of the 2024 editions of the International Building Codes. Tennessee state law prescribes municipalities to adopt building code editions that are within seven (7) years of current publication. The International Code Council publishes an updated code edition every three (3) years. The City of Columbia has previously adopted the 2000, 2006, 2012, and the 2018 editions of the International Building Codes. The current 2018 editions of the International Building Code was adopted in December of 2019. The proposed 2024 code editions, with modifications, will be effective January 1, 2026, which is within the directed timeframe.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4566, Ordinance No. 4566, Significant changes to 2024 International Codes.

**AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY
REPEALING AND DELETING TITLE 12, CHAPTER 1, SECTIONS 12-
101, 12-102, AND 12-103, PERTAINING TO THE BUILDING CODE AND
ADOPTING NEW SECTIONS 12-101, 12-102, AND 12-103**

BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: That Title 12, Chapter 1 of the Columbia Municipal Code, pertaining to the building code, is hereby amended by repealing and deleting Sections 12-101, 12-102, and 12-103 and replacing Sections 12-101, 12-102 and 12-103 as follows:

12-101, Building Code Adoption. Pursuant to authority granted by Section 6-54-501 et seq. of the Tennessee Code Annotated, and for the purpose of regulating the construction, alteration, repair, or use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached to any building or structure, the International Building Code (IBC) 2024 Edition, and the appendices specified in Section 12-102, as hereinafter amended, as prepared and adopted by the International Code Council, Inc. are hereby adopted and incorporated by reference, as part of this code, and is hereinafter referred to as the building code.

Furthermore, the City of Columbia hereby adopts the 2024 Editions of the International Fuel Gas Code (IFGC); International Mechanical Code (IMC); International Plumbing Code (IPC); International Energy Conservation Code (IECC); International Existing Building Code (IEBC); International Property Maintenance Code (IPMC); International Swimming Pool and Spa Code (ISPSC); International Residential Code (IRC); and the ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, including appendices specified in Section 12-102.

12-102. Modifications.

Appendix E to the International Building Code (IBC), 2024 Edition, is adopted.

Appendices BB, BE, BF, and BO to the International Residential Code (IRC), 2024 Edition, are adopted.

The following sections of the International Building Code (IBC), 2024 Edition, are amended as follows:

Section 101.1 Insert "City of Columbia, Tennessee"

Section 1612.3 Insert "City of Columbia, Tennessee"

Section 1612.3 Insert "most recent F.I.R.M. map or letter of map revision for that area"

The following sections of the International Residential Code (IRC), 2024 Edition, are amended as follows:

Section R101.1 Insert "City of Columbia, Tennessee"

Section R309.1 and R309.2 Automatic Fire Sprinkler Systems are not mandatory, pursuant to T.C.A. § 68-120-101(a)(8).

Delete Chapter 11 Energy Efficiency of the International Residential Code (IRC), 2024 Edition, and replace with Chapter 11 Energy Efficiency of the International Residential Code (IRC), 2018 Edition.

The following sections of Chapter 11 Energy Efficiency of the International Residential Code (IRC), 2018 Edition, are amended as follows:

Section N1102.4.1.2 (R402.4.1.2) Testing is replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2 Visual Inspection from 2009 IRC.

Section N1103.3.3 (R403.3.3) Duct Testing (Mandatory) and Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive) are optional.

Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirement by Component and Table N1102.1.4 (R402.1.4) Equivalent U-Factors from 2018 IRC are replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table N1102.1.2 Equivalent U-Factor from 2009 IRC.

Section N1102.4.4 (R402.4.4) Rooms Containing Fuel-Burning Appliances is deleted in its entirety.

Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote "l": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used."

Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote "m": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 4 when a Fenestration U-Factor of .35 or lower is used, a Skylight U-Factor of .60 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used."

Delete Part VIII-Electrical, Chapter 34 through Chapter 43 in their entirety.

The following sections of the International Energy Conservation Code (IECC), 2024 Edition, published by the ICC, are amended as follows:

Delete IECC-Residential Provisions in their entirety.

12-103. Available in City Recorder's Office.

Pursuant to the requirements of 6-54-502 of the Tennessee Code Annotated, a copy of the International Building Code, 2024 Edition, with the above modifications, will be made available in the City Recorder's Office and shall be kept there for use and inspection of the public.

Section 2: This Ordinance is passed after a public hearing held on the 9th day of October 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, fifteen (15) days before said hearing.

Section 3: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall take effect January 1, 2026.

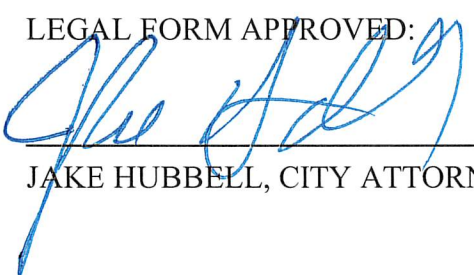
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2025.

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: _____

Significant changes to 2024 International Codes

The 2024 International Residential Code (IRC®)

The 2024 International Residential Code (IRC®) is a comprehensive code comprising all building, plumbing, mechanical, fuel gas, and energy conservation requirements (not yet published) for one- and two-family dwellings and townhouses up to three stories. Important 2024 IRC changes include:

- Imaginary lot lines are added for calculating fire separation distance when considering multiple dwellings on a single lot
- Shared accessory rooms are an option in two-family dwellings.
- Many requirements for energy storage systems are added.
- New protection requirements for storage batteries in garages are added.
- Sleeping loft requirements added for habitable attic style lofts and tiny home style lofts now have maximum size limits to meet an exception.
- Reinforcement of the floor below guards at a mezzanine is now required.
- The final test of the DWV system may be visual.
- Air exhaust openings now allowed near operable windows and doors.
- A2L refrigerants are added as an option for cooling equipment.
- Solvent cement joints for CPVC pipe are allowed above and below ground.
- Snow, wind, and seismic maps updated.
- Accessibility in care facilities clarified.

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The 2024 International Building Code (IBC®) applies to all buildings except detached one- and two-family dwellings and townhouses up to three stories. Important 2024 IBC changes include:

- Duties and powers of the building official: Section 104 regulating duties of the building official and the approach for reviewing for code compliance has been significantly updated to reflect the current manner that alternate materials, designs and methods are evaluated.
- For the first time ever, the 2024 IBC includes provisions for tornado loadings.
- Updated wind, earthquake, and snow loads.
- The updated design rain loads are now based on the summation of the static head, the hydraulic head, and the ponding head.

- Updates to Risk Categories including Photovoltaic (PV) panel systems and facilities providing power generation.
- Updated and expanded provisions for Temporary Structures.
- New provisions regarding the wind resistance of aggregate-surfaced roofs.
- Roof Coverings: Updated provisions for underlayment.
- New special inspection provisions for metal building systems.
- New provisions for structural concrete reinforced with glass-fiber reinforcement.
- Concrete: Chapter 19 on Concrete has been Updated and reformatted.
- Masonry: TMS 402 and TMS 602 references have been updated to the latest 2022 editions.
- Increased the allowable height of a Group R-2 occupancy building with an NFPA 13R sprinkler system.
- Occupiable space requirements now apply if a roof is usable for anything more than maintenance or repair and occupants must have access to multiple egress options from a story based on the occupant load and the story requirements.
- Adult changing tables regulations are added where they are required in large assembly and mercantile, college lecture hall/classroom buildings and highway rest stops, or provided.
- Fire-resistance-rated Wall Continuity: Updates on how supporting construction for exterior walls is to be fire-resistance-rated, especially in the case of a parapet.
- Openings in Shaft Enclosures: Additional exceptions are provided for shaft enclosures, including new allowances for openings and penetrations.
- Carbon Monoxide Detection: Carbon monoxide (CO) detection is now required in all occupancies where a CO-producing device is present. Detection and notification can be addressed in several ways.
- Vapor retarders: Several updates have been made to the vapor retarder provisions for consistency with the IRC and IECC. The changes also provide additional options and better guidance for allowable types and locations of permitted vapor retarders.
- Vertical and lateral Flame propagation compliance methods: Clarification has been provided as to when testing in accordance with NFPA 285, related to vertical and lateral flame propagation, is required. Previously this information was scattered in a variety of locations within Chapters 14 and 26.
- New Appendix P sets forth the scoping limitations and technical criteria for sleeping lofts that are provided within Group R dwelling units and sleeping units.

The 2024 International Plumbing Code (IPC®)

The 2024 International Plumbing Code (IPC®) provides minimum regulations for plumbing facilities and allows for the acceptance of new and innovative products, materials, and systems. Plumbing and plumbing fixture related accessibility provisions and requirements from the ICC A117.1 Accessibility Standard are also included. Important 2024 IPC changes include:

- Provisions added for support of buried piping beneath building where expansive soil conditions exist.
- Requirement added for tracer wire for buried plastic sewer piping.
- Option added for vacuum testing of DWV piping.
- Plumbing fixture requirements significantly updated for various Group I occupancies.
- Exception added for allowing special locking mechanism for doors to multiple-user toilet facilities.
- Plastic pans for gas-fired water heaters required to be tested in accordance with ASTM E84 or UL 723.
- Showerhead flow limited to 2.0 gpm with performance complying with high efficiency requirements.
- Installation standards added for solvent-cemented plastic piping joints.
- Standards added for chemical waste piping materials.

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The 2024 International Mechanical Code (IMC®) establishes minimum regulations for mechanical systems using prescriptive and performance-related provisions that allow the use of new and innovative materials, methods and designs. Important 2024 IMC changes include:

- Provisions prohibiting the use of domestic ductless range hoods in Groups I-1 and I-2 were removed.
- An identification requirement was added for Group A2L and B2L refrigerants.
- The requirements for machinery rooms containing Group A2L refrigerants were changed and Group B2L refrigerants were added to the provisions.
- Limits for the use of Group A1 and A2L refrigerants changed in high probability systems used for human comfort, unless permitted as excepted.
- UL 2158A Standard was added to the requirements for commercial dryer exhaust.

- Ventilation requirements for outpatient healthcare facilities to match the requirements in ASHRAE 62.1-2019.
- Addition of a new minimum landing at the roof hatch for personnel to safely use the hatch when accessing the roof for repair and maintenance.
- Addition of a new testing option for grease ductwork.
- Requirements for steam baths were added.
- A new standard requirement for refrigeration systems containing carbon dioxide was added.

The 2024 International Fuel Gas Code (IFGC®)

The 2024 International Fuel Gas Code (IFGC®) addresses the design and installation of fuel gas systems and gas-fired appliances through prescriptive and performance requirements. Important 2024 IFGC® changes include:

- [BS] 302.3.1 Engineered wood products. Sections 302.3.2, 302.3.3, and 302.3.4 have all been deleted.
- 304.1 General. The entire section is new for the 2024 Codes. Existing code language has been deleted.
- 304.12 Protection from fumes and gases. Existing code language has been deleted. The entire section is new for the 2024 Codes.
- 403.6 Workmanship and defects. Existing code language has been rewritten and additional code language has been added for the 2024 Codes.
- Appendix C - C105.2, Test for combustion air and vent drafting for natural draft and Category I appliances. Existing code language has been deleted. The entire section is new for the 2024 Codes (appendices are voluntary and apply only if specifically adopted).

The 2024 International Existing Building Code (IEBC®)

The 2024 International Existing Building Code (IEBC®) encourages the use and reuse of existing buildings. This code covers repair, alteration, addition and change of occupancy for existing buildings and historic buildings to achieve appropriate levels of safety without requiring full compliance with new construction requirements. Important 2024 IEBC® changes include:

- **Occupiable roofs.** The concept of occupiable roofs requirements has been incorporated in a variety of locations to correlate with the IBC.
- **Storm Shelters.** The requirements have been coordinated with revisions in the IBC and ICC 500, clarifying that where constructed, storm shelters shall comply with IBC Section 423.

- **Risk category increase.** Clarifies how risk categories should be assigned for structural design where the addition and the existing building have different uses.
- **Smoke compartment requirements.** Existing Group I-1, condition 2 occupancies and ambulatory care facilities may be required to divide stories into no fewer than two smoke compartments for more substantial additions and alterations.
- **Adult Changing stations.** Where additional toilet facilities are being added and IBC Section 1110.4.1 would require adult changing stations, Section 306.7.15 would require that at least one accessible family or assisted use toilet room must contain one.
- **Exterior wall covering and wall envelopes sprinkler requirement.** Section 309.2.1 has been added to require that if combustible exterior wall envelopes or coverings are installed on a high-rise building, the building must be equipped throughout with a sprinkler system. There are some exceptions for smaller installations and when only a combustible water resistive barrier is installed.
- **Owner's responsibility at construction sites.** Section 1502 was added to address the need for the owner to properly develop, implement and maintain a site safety plan during construction. A site safety director must be designated who is responsible for conducting daily fire safety inspections.
- **Non-required automatic sprinkler system.** A section has been added to Chapter 10 (under the change of occupancy classification requirements) to allow removal of a nonrequired existing automatic sprinkler system if several criteria are met.
- **APPENDIX E TEMPORARY EMERGENCY USES.** This new appendix was created to provide guidance for designers, engineers, architects, and fire and building officials to allow temporary emergency uses of existing buildings with respect to the minimum code requirements. This appendix is intended to serve as a template or checklist for use during an emergency that references the relevant code requirements.

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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: 1ST CONSIDERATION OF ORDINANCE NO. 4568 - AN ORDINANCE REPEALING TITLE 7, CHAPTER 2 OF THE CITY OF COLUMBIA MUNICIPAL CODE ENTITLED "FIRE PREVENTION CODE" IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 2 ADOPTING THE 2024 INTERNATIONAL FIRE CODE, INCLUDING APPENDIX B AND C WITH CERTAIN AMENDMENTS; PROVIDING LIMITED EXEMPTIONS FOR PUBLIC-SAFETY AND INFRASTRUCTURE PROJECTS; AND REQUIRING BUSINESS PORTAL REGISTRATION AND ESTABLISH THE DATE OF DECEMBER 11, 2025 AS THE DATE OF PUBLIC HEARING

RECOMMENDATION: Approve Ordinance No. 4568 on first consideration and establish December 11, 2025 as the date of Public Hearing.

INFORMATION: The City of Columbia is classified as an "exempt jurisdiction" by the State of Tennessee Fire Marshal's Office (SFMO) which means the SFMO has determined we have adequate code enforcement and are permitted to handle most of the projects in the city without SFMO involvement. In order to remain an "exempt jurisdiction" we are required to adopt a fire code that is within 7 years of the latest "published" edition (TCA 68-120-101 (b)(5)(A)). Currently, we have the 2018 Edition adopted. The 2024 International Fire Code is fully compatible with all other International Codes published by the International Codes Council (ICC).

This ordinance adopts the 2024 International Fire Code (IFC), published by the International Code Council, establishing modern fire-safety standards for the City of Columbia. It retains Appendix B, with a local amendment authorizing Tanker Shuttle Operations (TSO) as an equivalent water supply, and establishes Fire Marshal Standard FM-101 – "Fire-Flow and Water-Supply Requirements." This standard serves as the City's technical guide for hydrant spacing, fire-flow minimums, alternative water-supply methods, and required documentation. The standard separates detailed operational requirements from the ordinance, allowing the Fire Marshal and Fire Chief to make timely adjustments as the City's water system expands, demands increase, or flow capacities improve. This approach ensures technical requirements can evolve without repeated Council amendments, maintaining flexibility while preserving accountability under Columbia Fire & Rescue. The ordinance also requires Business Portal / Community Connect registration for all commercial, industrial, and institutional occupancies and clarifies authority and appeals under Columbia Fire & Rescue, maintaining the City Council as the appellate body.

CERTIFICATION:

ATTACHMENTS: Staff Report, Ordinance No. 4568, TCA 68-120-101 (b)(5)(A), Fire Marshal Standard FM-101 document, 2024 IFC Summary page.

**AN ORDINANCE REPEALING TITLE 7, CHAPTER 2 OF THE CITY OF COLUMBIA
MUNICIPAL CODE ENTITLED "FIRE PREVENTION CODE" IN ITS ENTIRETY
AND REPLACING IT WITH A NEW CHAPTER 2 ADOPTING THE 2024
INTERNATIONAL FIRE CODE, INCLUDING APPENDIX B AND C WITH CERTAIN
AMENDMENTS; PROVIDING LIMITED EXEMPTIONS FOR PUBLIC- SAFETY AND
INFRASTRUCTURE PROJECTS; AND REQUIRING BUSINESS PORTAL
REGISTRATION**

BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: Repeal and Replacement.

That Title 7, Chapter 2 of the *Municipal Code of the City of Columbia, Tennessee*, entitled "*Fire Prevention Code*," is hereby repealed in its entirety and replaced with the following:

CHAPTER 2

FIRE PREVENTION CODE

SECTION

7-201. Fire Code Adopted.

7-202. Establishment and Duties of the Bureau of Fire Prevention.

7-203. Definitions.

7-204. Local Amendments and Standards.

7-205. Modifications.

7-206. Appeals.

7-207. New Materials, Processes, or Occupancies Requiring Permits.

7-208. Violations and Penalties.

7-201. Fire Code Adopted. Pursuant to the authority granted by *Tennessee Code Annotated* §§ 6-54-501 through 6-54-506, there is hereby adopted by the City Council of Columbia, Tennessee, for the purpose of prescribing regulations governing fire and explosion hazards, that certain code known as the **International Fire Code, 2024 Edition**, including **Appendices B and C as locally amended**, published by the International Code Council. A copy of said code has been and now is filed in the office of the City Recorder and be available for public inspection. From and after the effective date of this chapter, the provisions of the *International Fire Code (2024 Edition)* and the local amendments adopted herein shall be controlling within the corporate limits of the City of Columbia, Tennessee. (1968 Code, § 7-201,

as replaced by Ord. #3819, Sept. 2009, Ord. #3974, April 2014, and Ord. #4263, Dec. 2019 Ch 8 3-12-20)

7-202. Establishment and Duties of the Bureau of Fire Prevention. The *Fire Prevention Code* shall be enforced by the **Bureau of Fire Prevention** within Columbia Fire & Rescue, under the supervision of the **Fire Chief**. The Fire Chief may detail such members or technical inspectors as deemed necessary for enforcement. The chief of the fire and rescue may detail such members of the fire and rescue as inspectors as shall from time to time be necessary. The chief of the fire and rescue shall have the authority to appoint such technical inspectors as he deems necessary.

A report of the bureau of fire prevention shall be made annually and transmitted to the chief executive officer of the municipality. It shall contain all proceedings under this code with such statistics as the chief of the fire and rescue may wish to include therein. The chief of the fire and rescue shall also recommend any amendments to the code which, in his judgment, shall be desirable. (1968 Code, § 7-202, as amended by Ord. #4187, May 2018)

7-203. Definitions. Wherever the word “municipality” is used in the *Fire Prevention Code*, it shall be held to mean the City of Columbia, Tennessee.

Wherever the term “corporation counsel” is used in the *Fire Prevention Code*, it shall be held to mean the attorney for the City of Columbia, Tennessee. (1968 Code, § 7-203)

7-204. Local Amendments and Standards.

1. **Appendix B – Fire-Flow Requirements for Buildings.** Appendix B is adopted with the following local amendments:
 - a. Section B105.1, *One- and Two-Family Dwellings*, is deleted.
 - b. Residential fire-flow and hydrant-spacing requirements shall comply with **City of Columbia Fire Marshal Standard FM-101, “Fire-Flow and Water-Supply Requirements.”**
 - c. Section B103.1.1 is added:

B103.1.1 Alternative Water-Supply Methods. When an approved tanker-shuttle operation or other alternate water-supply method is demonstrated to sustain not less than 600 GPM for 120 minutes, the Fire Marshal or Fire Chief may consider such method as meeting the intent of Appendix B fire-flow provisions. Documentation of tests, routes, and **automatic- and mutual-aid participation** shall be required.

2. **Appendix C – Fire Hydrant Locations and Distribution.** Appendix C of the *International Fire Code (2024 Edition)* is adopted with the following local amendment:

C103.2 Local Modification. The maximum allowable hydrant spacing and distance to structures specified in Tables C102.1 and C105.1 may be increased by up to **one hundred (100) feet** when, in the opinion of the Fire Marshal or Fire Chief, the resulting coverage still provides effective fire-department access and required fire-flow can be achieved.

3. Business Portal and Community Connect Registration.

All commercial, industrial, institutional, and multi-tenant occupancies shall register in the Columbia Fire & Rescue **Business Portal** within thirty (30) days of occupancy or business-license issuance, providing emergency contacts, hazard information, and access details such as Knox Box locations or gate codes.

4. Amendment of Fire Marshal Standard FM-101.

Fire Marshal Standard FM-101 may be revised or updated by the Fire Marshal or Fire Chief to reflect changes in water-system capacity, fire-flow availability, ISO methodology, or operational needs, provided that all revisions are documented and maintained on file at Columbia Fire & Rescue for public inspection.

5. Section 507.5.1 of the *International Fire Code (2024 Edition)* is hereby **amended to read as follows:**

507.5.1 Where Required (Local Amendment).

Where a portion of a facility or building hereafter constructed or moved into or within the City of Columbia is more than **500 feet (152 m)** from a fire hydrant on a fire-apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the Fire Marshal or Fire Chief.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be **700 feet (213 m)**.
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be **700 feet (213 m)**.

7-205. Modifications. The Fire Marshal or Fire Chief shall have authority to modify any provision of the *International Fire Code* upon written application when practical difficulties exist, provided the spirit of the code is observed and public safety secured. (1968 Code, § 7-207)

7-206. Appeals. Any person aggrieved by a decision of the Fire Marshal or Fire Chief may appeal to the City Council within thirty (30) days of the decision. The Council's decision shall be final. (1968 Code, § 7-208, as amended by Ord. #4187, May 2018)

7-207. New Materials, Processes, or Occupancies Requiring Permits. The City Manager, Fire Chief, and Fire Marshal shall act as a committee to determine and specify any new materials, processes, or occupancies requiring permits in addition to those enumerated in the *International Fire Code*. The Fire Marshal shall maintain and post the official list of required permits and update it **as new technologies or hazards emerge**. (1968 Code, § 7-209, as amended by Ord. #4187, May 2018)

7-208. Violations and Penalties. Any person who shall violate any of the provisions of the code hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the city council or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and noncompliance respectively, be guilty of a misdemeanor. The imposition of a penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

The application of a fine shall not be held to prevent the enforced removal of prohibited conditions. (1968 Code, § 7-211)

Section 2: This Ordinance is passed after a public hearing held on the 11th day of December 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee (15) days before said hearing.

Section 3. That all Ordinances or part of Ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall take effect January 1, 2026.

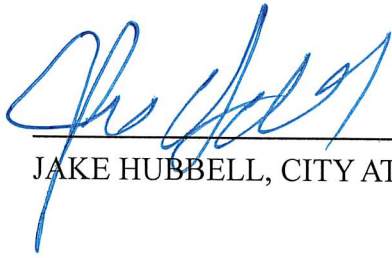
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA,
TENNESSEE, this the ____ day of _____, 2025.

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: _____

Document: Tenn. Code Ann. § 68-120-101

Tenn. Code Ann. § 68-120-101

Copy Citation

Current through the 2025 Regular Session.

Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS Title 68 Health, Safety and Environmental Protection Safety Chapter 120 Building Regulations Part 1 General Provisions

68-120-101. Statewide building construction safety standards — Promulgation — Applicability.

(a) The state fire marshal shall, in accordance with the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, promulgate rules establishing minimum statewide building construction safety standards. Such standards shall be designed to afford a reasonable degree of safety to life and property from fire and hazards incident to the design, construction, alteration and repair of buildings or structures. The standards:

- (1)** Shall include, but not be limited to, provisions relative to structural strength and stability; energy efficiency; means of egress; fire resistant ratings and requirements; and fire protection equipment and materials;
- (2)** May be selected wholly or partially from publications or amended versions of publications of nationally recognized agencies or organizations, such as the International Code Council, Inc., the National Fire Protection Association, Inc., and Underwriters Laboratories, Inc.;
- (3)** Shall classify buildings according to types of occupancy and construction;
- (4)** Shall contain appropriate requirements and specifications for both new and existing buildings;
- (5)** Shall not discriminate against or in favor of particular construction materials or construction techniques;
- (6)** Shall, to the extent practicable, be stated in terms of performance objectives without prescribing the use of certain methods, designs, techniques or materials;
- (7)** Shall be reasonably compatible with building construction safety standards adopted by local governments in this state;

(8)

(A) Shall not include mandatory sprinkler requirements for one-family and two-family dwellings; however, notwithstanding this subdivision (a)(8), local governments may adopt more stringent requirements for one-family and two-family dwellings;

(B)

(i) If a local government seeks to adopt mandatory sprinkler requirements for one-family and two-family dwellings pursuant to this subdivision (a)(8), then the local government may only adopt such requirements, by either ordinance or resolution, as appropriate, upon an affirmative two-thirds ($\frac{2}{3}$) vote on final reading; provided, that if passage of such ordinance or resolution requires two (2) readings, then such requirements may only be adopted after reading such ordinance or resolution in open session of the legislative body at meetings specially called on two (2) different days that are no less than two (2) weeks apart; and if passage requires three (3) readings, then the last two (2) readings shall occur on two (2) different days that are no less than two (2) weeks apart. Mandatory sprinkler requirements shall be voted on in an ordinance or resolution separate from any other ordinance or resolution addressing building construction safety standards;

(ii) If a local government seeks to repeal the mandatory sprinkler requirements adopted pursuant to this subdivision (a)(8), then the local government shall repeal such requirements in the same manner as required to adopt such requirements under this subdivision (a)(8); provided, that if a local government adopted mandatory sprinkler requirements prior to April 27, 2012, then the local government may repeal such requirements in the same manner the local government adopted the requirements; and

(C)**(i)**

(a) A townhouse shall be considered a separate building with independent exterior walls and shall be separated by a two-hour fire-resistance-rated wall assembly. A townhouse shall be built according to local and statewide adopted building codes; provided, however, a fire sprinkler system shall not be required for a townhouse;

(b) Notwithstanding subdivision (a)(8)(C)(i)(a), local governments may adopt mandatory sprinkler requirements for townhouses by local ordinance through the process for one-family and two-family dwellings pursuant to this subdivision (a)(8);

(ii) For purposes of this subdivision (a)(8)(C), "townhouse" means a single family dwelling unit constructed in a group of three (3) or more attached units that extends from foundation to roof, not more than three (3) stories in height, with a separate means of egress, and an open space or public way on at least two (2) sides;

(9) Must include provisions for multi-level commercial and residential structures relative to mitigating structural collapse that may result from explosive devices, including, but not limited to, methods to deter entry into a structure by a motor vehicle;

(10)

(A) Shall require installation of an approved carbon monoxide alarm, as defined in § 68-120-112(a), within ten feet (10') of each room used for sleeping purposes in any construction begun on or after

January 1, 2016, that:

- (i)** Is intended for use as a hotel as defined in § 68-120-112; and
- (ii)** Has a fossil-fuel-burning heater or appliance, a fireplace, an attached garage, or other feature, fixture, or element that emits carbon monoxide as a byproduct of combustion; and
- (B)** Shall require that carbon monoxide alarms required pursuant to subdivision (a)(10)(A) be wired directly to the building's power supply with secondary battery backup;

(11)

(A) Shall not prohibit less than six (6) stories of Group R-2 occupancy, as defined in the building code adopted by the department of commerce and insurance, division of fire prevention, to be served by a single exit if:

- (i)** The building has not more than six (6) stories above grade plane;
- (ii)** The building does not contain more than four (4) dwelling units on any floor;
- (iii)** An exterior stairway or interior exit stairway is provided;
- (iv)** A corridor separates each dwelling unit entry or exit door from the door to an interior exit stairway, including any related exit passageway on each floor, and the dwelling unit doors do not open directly into an interior exit stairway, but may open directly into an exterior stairway;
- (v)** There is no more than twenty feet (20') of travel to the exit stairway from the entry/exit door of any dwelling unit;
- (vi)** Travel distance measured in accordance with the building code adopted by the department of commerce and insurance, division of fire prevention, does not exceed one hundred twenty-five feet (125');
- (vii)** Other occupancies in the same building do not have access to the Group R-2 occupancy portion of the building or with the single-exit stairway. For purposes of this subdivision (a)(11)(A), parking garages and occupied roofs accessory to the Group R-2 occupancy may have access to the exit stairway;
- (viii)** The exit serving the Group R-2 occupancy does not discharge through any other occupancy, including an accessory parking garage; and
- (ix)** There are no openings within ten feet (10') of unprotected openings into the stairway other than required exit doors having a one-hour, fire-resistive rating;

(B) A local government may adopt the exception set out in this subdivision (a)(11) by resolution or ordinance, and the exception becomes operative on the date of adoption of the resolution or ordinance; and

(12) Shall allow a local government to amend the adopted building code for three-family dwellings and four-family dwellings in accordance with this section. In amending the rules pursuant to this subdivision (a)(12), the state fire marshal shall not mandate automatic fire sprinkler systems for three-family dwellings and four-family dwellings where structures are under five thousand square feet (5,000 sq. ft.) in area and less than three (3) stories in height and where two-hour fire-resistance-rating for wall, floor, and ceiling separation assemblies is met. Notwithstanding this subdivision (a)(12), local governments may adopt mandatory sprinkler requirements and may be permitted to use the National Fire Protection

Association (NFPA) 13D standard for three-family dwellings and four-family dwellings by local ordinance pursuant to the process described in subdivision (a)(8)(B).

(b)

(1)

(A) The standards established pursuant to subsection (a) apply to municipal, county, state and private buildings, including one-family and two-family dwellings, unless otherwise provided by statute.

(B)

(i) Notwithstanding subdivision (b)(1)(A), the standards established pursuant to subsection (a) relative to one-family and two-family dwellings do not apply in any county or municipality in which the legislative body of the county or municipality, by a two-thirds ($\frac{2}{3}$) vote, adopts a resolution to exempt the county or municipality, as appropriate, from the application of statewide standards for one-family and two-family dwellings within the jurisdictional boundaries of the county or municipality, as appropriate; provided, however, that any action by the county legislative body concerning the implementation of this subdivision (b)(1)(B)(i) shall be limited to the jurisdictional boundaries outside any municipality located within the county. Upon approving the resolution, the presiding officer of the legislative body shall notify the state fire marshal of the actions taken under this subdivision (b)(1)(B)(i).

(ii)

(a) An initial resolution following July 1, 2009, may be adopted by a county or municipal legislative body to take effect on July 1, 2010, or at a later date stated in the resolution.

(b) A resolution adopted pursuant to subdivision (b)(1)(B)(ii)(a) or the adoption of any other resolution, shall expire one hundred eighty (180) days following the date of the election for the local legislative body next occurring following the adoption of the resolution, but an earlier expiration date may be stated in the resolution.

(C) The governing body of any such county or of a municipality located in any such county that has taken the action pursuant to subdivision (b)(1)(B) is authorized to reverse such action by adopting a resolution to apply subsection (a) with respect to one-family and two-family dwellings within the jurisdictional boundaries of the municipality or county, as appropriate; provided, that, any action by the county legislative body concerning its actions shall be limited to the jurisdictional boundaries outside any municipality located within the county. The presiding officer of the governing body shall notify the state fire marshal of the approval of the resolution.

(D) Notwithstanding this section to the contrary, the owner of a building, structure, or premises located in a county or municipality that has taken action pursuant to subdivision (b)(1)(B) may request that the state fire marshal inspect the building, structure, or premises to determine whether the building, structure, or premises meets the statewide codes established pursuant to subsection (a). If an owner requests an inspection pursuant to this subdivision (b)(1)(D), the inspection must be conducted in accordance with this section. Upon completion of the inspection, if the state fire marshal determines that the owner's building, structure, or premises meets the statewide codes established pursuant to subsection (a), the state fire marshal must issue documentation to the owner evidencing such.

(2) Such standards do not apply to any building, other than state buildings, educational occupancies or any other occupancy requiring an inspection by the state fire marshal for initial licensure, located within the jurisdiction of a local government that certifies in writing to the state fire marshal that:

(A) The local jurisdiction has chosen to adopt and enforce building construction and fire safety codes for construction of all buildings, for construction of all buildings other than one-family and two-family dwellings, or for construction of one-family and two-family dwellings only; and

(i) For one-family and two-family construction, it has adopted the International Residential Code, published by the International Code Council, Inc.; or

(ii) For construction other than one-family and two-family dwellings, it has adopted a building construction safety code consisting of the International Building Code, published by the International Code Council, Inc., and either:

(a) The international fire code, published by the International Code Council, Inc.; or

(b) The uniform fire code, published by the National Fire Protection Association, Inc., if adopted on or after July 1, 2006; and

(iii) For one-family and two-family construction, it has adopted the International Energy Conservation Code, published by the International Code Council, and is not more stringent than the state minimum standard adopted pursuant to subsection (a);

(B) It is adequately enforcing its code and performing any examinations of construction plans and specifications and inspections within thirty (30) days of the request and as required by the state fire marshal under this section; and

(C) Amended versions of the publications referred to in subdivisions (a)(2) and (b)(2)(A) shall be designed to afford a reasonable degree of safety to life and property from fire and hazards incident to the design, construction, alteration, and repair of buildings or structures within the jurisdiction.

(3) If a local jurisdiction chooses to adopt and enforce codes for only one-family and two-family dwellings or for all buildings other than one-family and two-family dwellings that would be subject to the codes adopted by the state fire marshal pursuant to subdivision (a)(1), the state fire marshal shall enforce the statewide codes with regard to those buildings for which the local jurisdiction has not adopted and is not enforcing codes.

(4)

(A) An audit of the records and transactions of each local government which chooses to enforce its own code pursuant to subdivision (b)(2) shall be made by the state fire marshal at least once every three (3) years to ensure that the local government is adequately performing its enforcement functions.

(B) The state fire marshal shall, in accordance with the Uniform Administrative Procedures Act promulgate rules to implement this subdivision (b)(4).

(5) Notwithstanding subdivision (b)(2), the standards established pursuant to subsection (a) apply, if:

(A) The local government's building construction safety code publications are not current within seven (7) years of the date of the latest editions of the publications, unless otherwise approved by the state fire marshal in writing; provided, however, that nothing in this subdivision (b)(5)(A) shall require a local government to adopt a standard more stringent than the standards enforced by the state fire marshal,

pursuant to this section, or to adopt a mandatory sprinkler requirement for one-family and two-family dwellings; or

(B) After affording appropriate written notice of grounds and opportunity for hearing, the state fire marshal determines that the local government is not adequately performing its enforcement functions.

(6) Notwithstanding the applicability of the standards set forth in subsection (a) to educational occupancies, any entity undertaking to construct an educational occupancy within the jurisdictional boundaries of a local government that chooses to enforce its own code pursuant to this subsection (b) may begin construction upon approval of its building plans by such local government while, if the codes enforced by the local government are the same or more stringent than the codes enforced by the state fire marshal, awaiting final approval of its plans by the state fire marshal. If a conflict arises between the state fire marshal and the local government relative to the application or interpretation of the same or substantially identical building construction safety standards or fire safety standards, then the determination of the state fire marshal shall supersede the conflicting application or interpretation by the local government.

(7)

(A)

(i) Notwithstanding subdivision (a)(5), a local government may adopt a regulation or code, pertaining to construction materials by ordinance or resolution, as appropriate, by majority vote.

(ii) If passage of the ordinance or resolution requires two (2) readings, then the requirement may only be adopted after reading it in open session of the legislative body at meetings on two (2) different days.

(iii) If passage of the ordinance or resolution requires three (3) readings, then the last two (2) readings must occur on two (2) different days.

(iv) A proposed requirement pertaining to construction materials must be a separate item on the agenda and include, in bold type and all caps, the following statement in the meeting notice:

THE PROPOSED ORDINANCE REQUIRES CERTAIN MATERIALS TO BE RESTRICTED IN THE CONSTRUCTION OF BUILDINGS.

(B) The consideration of a requirement pertaining to construction materials must be by separate vote. If the requirement is to be part of a general ordinance or resolution, then the requirement pertaining to construction materials must be severable from the rest of the ordinance or resolution, and voted on separately.

(C) If a local government seeks to modify a regulation, code, or ordinance adopted pursuant to this subdivision (b)(7), then the local government shall make the modification in the same manner as required to adopt a requirement under this subdivision (b)(7).

(D) A regulation, ordinance, or code adopted pursuant to this subdivision (b)(7) shall not prohibit a particular construction material that is approved by a national building code or the state fire marshal.

(E) A regulation, ordinance, or code adopted pursuant to this subdivision (b)(7) must allow for the consideration of waivers of the adopted regulation, ordinance, or code pertaining to construction

materials, in whole or in part, during the development approval process.

(F) Denial of a waiver related to a regulation, ordinance, or code referenced in subdivision (b)(7)(E) does not constitute a prohibition under subdivision (b)(7)(D).

(G) Except to the extent local law conflicts with these provisions, this section neither grants nor removes local governmental authority to promulgate provisions under home rule charters, private acts, or general state law.

(H) This subdivision (b)(7) does not limit the professional judgment of a licensed design professional with respect to electrical, mechanical, or plumbing standards.

(c) The standards established pursuant to subsection (a) do not apply to:

- (1)** Renovations of existing one-family and two-family dwellings;
- (2)** Nonresidential farm buildings;
- (3)** Temporary buildings used exclusively for construction purposes;
- (4)** Structures or units regulated under chapter 126 of this title; or
- (5)** Buildings or facilities reviewed and licensed by the board for licensing health care facilities.

(d)

(1) The state fire marshal may, by rules promulgated in accordance with the Uniform Administrative Procedures Act require review and approval of plans and specifications prior to, and inspections during, construction or alteration of certain types of buildings or structures. Such rules may include a schedule of fees sufficient to cover the costs of reviewing construction plans and specifications. However, no such fee shall exceed two hundred fifty dollars (\$250) plus two dollars and fifty cents (\$2.50) per each one thousand dollars (\$1,000) or fraction thereof by which the total valuation of the proposed construction exceeds one hundred thousand dollars (\$100,000).

(2) The state fire marshal is authorized to promulgate by rule a convenience fee to cover the costs of receiving construction plans, specifications and related fees electronically submitted pursuant to this part. Any fee set by rule pursuant to this subdivision (d)(2) shall be assessed in addition to the fee or fees assessed for the costs of reviewing construction plans and specifications pursuant to subdivision (d)(1). In no event shall the fee assessed pursuant to this subdivision (d)(2) exceed the actual costs incurred in the submission of the plans, specifications or fees electronically.

(e) The state fire marshal shall file with the secretary of state any publications incorporated by reference in rules promulgated under this section. Such publications shall be available for public inspection, and the secretary of state shall certify to any part of the publication at the request of any interested person, upon receipt of the statutory fee.

(f)

(1)

(A) The state fire marshal may, in addition to the other provisions of this part, authorize and appoint any person, employed by any municipality or county or acting through a professional corporation pursuant to § 48-101-601, who meets the qualifications enumerated in subdivision (f)(2) as a commissioned deputy building inspector in this division, who shall have all the power of other deputies and assistants to enter any one-family and two-family dwellings to make inspections of the buildings and their contents and to

report the inspections in writing to the commissioner. The commissioner is directed to contract with each deputy building inspector through the municipality or county employing the inspector or the inspector's professional corporation to provide one-family and two-family building inspection services. The contracts shall be entered into between the commissioner, with the approval of the commissioner of finance and administration, and the professional corporation employing the building inspector and the building inspectors shall not be deemed employees of the state for payroll purposes or otherwise.

(B)

(i) A deputy building inspector shall be certified by this state as:

(a) A building inspector pursuant to § 68-120-113;

(b) A plumbing inspector pursuant to § 68-120-118; or

(c) A mechanical inspector pursuant to § 68-120-118.

(ii) A deputy building inspector shall be limited in performing inspections to the discipline in which they are certified.

(C) The commissioner shall provide a program to ensure that one-family and two-family building construction inspection services are available throughout the state on a timely basis. An inspection shall be considered timely if it is performed within three (3) working days of when the request is made to the inspector, except that an inspection of a footer shall be considered timely if it is performed within one (1) working day of when the request is made to the inspector.

(2)

(A) Deputy building inspectors appointed by the commissioner are authorized to inspect one-family and two-family building construction upon receipt of a request from the owner of the property, a licensed contractor, from municipal governing bodies or from the county legislative body of the county in which the buildings are located. Each inspector, either through their municipality, county or professional corporation, shall be authorized to charge for and receive a fee for each inspection.

(B) The state fire marshal shall establish a schedule of fees to pay the cost incurred by the department for the administration and enforcement of this part.

(C) The state fire marshal may require the inspection of one-family and two-family dwellings with or without a request, in the same manner that inspections are made in accordance with § 68-102-116, and the remedies for dangerous conditions shall be the same as provided in § 68-102-117; provided, that no fees shall be charged for making inspections directed by the state fire marshal as authorized by §§ 68-102-116 and 68-102-117.

(D) No inspection fees may be charged except where an actual inspection is made.

(3) The state fire marshal may promulgate such rules and regulations as necessary to carry out this part, in accordance with the Uniform Administrative Procedures Act.

(g) If a local government adopts mandatory sprinkler requirements for one-family and two-family dwellings pursuant to subdivision (a)(8), then such requirements shall not apply to manufactured homes constructed or installed under parts 2 and 4 of chapter 126 of this title unless such requirements are consistent with the regulations established by the United States department of housing and urban development (HUD) relating to the installation of sprinkler equipment in manufactured homes.

(h) The words "or fuel-fired appliances" in exception 2 of R501.3 of the 2012 International Residential Code, published by the International Code Council, Inc., shall be disregarded by any state or local government official in determining the applicability of R501.3 to any residential construction prior to January 1, 2016.

(i) If a local government adopts mandatory sprinkler requirements for one-family and two-family dwellings pursuant to subdivision (a)(8) that would apply to dwellings used as establishments providing hospitality services, then those mandatory sprinkler requirements shall be applied only to those dwellings constructed on or after the date the mandatory sprinkler requirements took effect. For purposes of this subsection (i), "hospitality services" means offering sleeping accommodations to transients for less than thirty (30) nights per stay.

(j) A statewide building construction safety standard or another standard or requirement adopted by a local government shall not prohibit, limit, or be enforced to prohibit or limit the use of a refrigerant that is designated as acceptable for use pursuant to and in accordance with 42 U.S.C. § 7671k, as long as the equipment that contains such refrigerant is listed and installed in accordance with the safety standards and use conditions imposed by federal law or rule for safe alternatives identified pursuant to such designation under 42 U.S.C. § 7671k.

(k)

(1) As used in this subsection (k):

(A) "Conflict of interest" means:

(i) Employment or other affiliation with, or financial interest in, the individual, firm, or corporation engaged in the construction project to be inspected or examined; or

(ii) A relationship with a family member or other individual involved in the construction project, examination of plans, or inspection that could create an appearance of impropriety;

(B) "Third-party inspector" means an individual registered with the state fire marshal to perform the third-party inspections authorized under this subsection (k) and who is also:

(i) Registered as an engineer with the Tennessee state board of examiners for architects and engineers;

(ii) Registered as an architect with the Tennessee state board of examiners for architects and engineers; or

(iii) Certified pursuant to § 68-120-113 or § 68-120-118 as appropriate to the type of inspection being performed, by the International Code Council, National Fire Protection Association, or other nationally or internationally recognized certifying organization as a building, plumbing, mechanical, or electrical inspector; and

(C) "Third-party plans examiner" means an individual registered with the state fire marshal to perform the third-party plans examinations authorized under this subsection (k) and who is also:

(i) Registered as an engineer with the Tennessee state board of examiners for architects and engineers;

(ii) Registered as an architect with the Tennessee state board of examiners for architects and engineers; or

(iii) Certified by the International Code Council or National Fire Protection Association as a plans examiner for the type of plans being examined.

(2)

(A) In a local jurisdiction acting pursuant to subdivision (b)(2), a person may engage a third-party plans examiner to examine plans and specifications prior to construction, in lieu of examination by the local jurisdiction.

(B) If a person engages a third-party plans examiner in lieu of examination by the local jurisdiction as authorized by subdivision (k)(2)(A), then the person, or the person's designee, shall submit the appropriate fee and a stamped and sealed copy of all plans that were examined to the local jurisdiction, and shall also provide:

(i) The building name, intended address, and local jurisdiction of the structure;

(ii) The third-party plans examiner's name and registration number assigned by the state fire marshal;

(iii) A sworn statement under penalty of perjury by the third-party plans examiner, declaring that the plans comply with the applicable codes and that no deficiencies remain;

(iv) A statement of the applicable codes of the local jurisdiction and the codes used to perform the plans examination;

(v) The occupancy classification of the structure; and

(vi) Other information as the state fire marshal may reasonably require, including the minimum requirements of the state fire marshal for use and occupancy.

(C) No later than ten (10) business days after receipt of the documents required under subdivision (k)(2)(B), the local jurisdiction shall:

(i) Approve the plans, if the plans comply with adopted codes;

(ii) Provide to the person, or the person's designee, a report of deficiencies; or

(iii) Request additional information necessary to ensure compliance with applicable codes.

(D)

(i) If ten (10) business days pass and the local jurisdiction fails to take an action as required by subdivision (k)(2)(C), then the local jurisdiction must refund any associated plan review fees that were collected. In addition, the person, or the person's designee, may file a withdrawal of review with the local jurisdiction, and may file the information listed in subdivision (k)(2)(B), a copy of the withdrawal of review, and the appropriate fee with the state fire marshal's office.

(ii) No later than ten (10) business days after receipt of the person's, or the person's designee's, withdrawal of review under subdivision (k)(2)(D)(i) and all required documentation and fees, the state fire marshal's office shall:

(a) Approve the plans, if the plans comply with adopted codes;

(b) Provide to the person, or the person's designee, a report of deficiencies; or

(c) Request additional information necessary to ensure compliance with applicable codes.

(iii) If the state fire marshal's office approves the plans, then the third-party plans examiner shall file with the local jurisdiction a copy of the approval from the state fire marshal. The filing of this approval has the same effect as if the local jurisdiction had approved the plans.

(iv) If the state fire marshal's office provides a report of deficiencies, or if the state fire marshal's office requests additional information, then the person's, or the person's designee's, receipt of a substantive

response begins a new ten-business-day period.

(v) If, after receiving substantive responses to all reported deficiencies and requests for additional information, ten (10) business days pass and the state fire marshal's office fails to take an action required as required by subdivision (k)(2)(D)(ii), then the state fire marshal shall complete the examination and refund any associated plan review fee the state fire marshal collected from the applicant.

(3)

(A) In a local jurisdiction acting pursuant to subdivision (b)(2), a person may engage a third-party inspector to complete locally required building construction inspections and provide the inspection reports to the local jurisdiction no later than ten (10) business days after the date of inspection.

(B) If a person engages a third-party inspector to complete locally required building inspections as authorized by subdivision (k)(3)(A), then the person, or the person's designee, shall:

(i) Utilize a third-party inspector to conduct any subsequent inspections related to the structure;

(ii) Submit the appropriate fee; and

(iii) Provide:

(a) A copy of any building inspection report for the structure;

(b) Any approved plans and fire safety codes;

(c) The building name, location, and jurisdiction of the structure;

(d) The third-party plans inspector's name and registration number assigned by the state fire marshal;

(e) The type of inspection conducted;

(f) A sworn statement under penalty of perjury by the third-party inspector that either:

(1) States no deficiencies of the applicable codes were identified; or

(2) Identifies all deficiencies of the applicable codes;

(g) A statement of the applicable codes of the local jurisdiction;

(h) The occupancy classification for which the structure was inspected; and

(i) Other information as the state fire marshal may reasonably require, including the minimum requirements of the state fire marshal for use and occupancy.

(C) No later than ten (10) business days after receipt of the documents required in subdivision (k)(3)(B), the local jurisdiction shall:

(i) Accept the inspection;

(ii) Reject the inspection and provide to the person, or the person's designee, a report of deficiencies; or

(iii) Request additional information regarding the inspection.

(D)

(i) If ten (10) business days pass and the local jurisdiction fails to take an action as required by subdivision (k)(3)(C), then the local jurisdiction shall refund any associated inspection fee the local jurisdiction collected. In addition, the person, or the person's designee, may submit a notice of withdrawal to the local jurisdiction, and the person, or the person's designee, may submit the inspection report and documents required by subdivision (k)(3)(B), approved plans, and appropriate fee to the state fire marshal's office.

(ii) No later than ten (10) business days after receipt of the person's, or the person's designee's, submission of withdrawal under subdivision (k)(3)(D) and all required documents and fees, the state fire marshal's office shall:

(a) Accept the inspection;

(b) Reject the inspection and provide to the person, or the person's designee, a report of deficiencies; or

(c) Request additional information regarding the inspection.

(iii) If the state fire marshal's office approves the inspection conducted by the third-party inspector, then the person, or the person's designee, shall file with the local jurisdiction a copy of the approval from the state fire marshal. The filing of this approval has the same effect as if the local jurisdiction had approved the inspection.

(iv) If the state fire marshal's office rejects the inspection, a new inspection and a new inspection report must be completed after the date of rejection, and must be submitted to the state fire marshal's office prior to further consideration.

(v) If the state fire marshal's office requests additional information pursuant to subdivision (k)(3)(D)(ii) (c), then the person's, or the person's designee's, receipt of a substantive response begins a new ten-business-day period.

(vi) If, after receiving a new inspection or substantive responses to all requests for additional information, ten (10) business days pass and the state fire marshal's office fails to take an action as required by subdivision (k)(3)(D)(ii), then the state fire marshal shall complete the examination and refund any inspection fee the state fire marshal collected.

(4) A third-party inspector or third-party examiner shall not conduct an inspection or examination if the third-party inspector or third-party examiner has a conflict of interest. The local jurisdiction or state fire marshal's office may reject an applicant's submission if the office determines the third-party inspector or third-party examiner had a conflict of interest.

(5) The fee charged by the local government for a third-party plans examination or third-party inspection must be the same amount charged by the local government to perform the same service.

(6) This subsection (k) does not apply to state buildings, educational occupancies, or any other occupancy requiring an inspection by the state fire marshal for initial licensure, except that agencies licensed by the department of human services may engage third-party inspectors.

(7)

(A) An applicant who believes the local jurisdiction has either interpreted the adopted building code incorrectly or rejected a plan or inspection in error may seek a determination by the local jurisdiction's board of appeals or similar administrative process established to make the determinations; provided, that the determination by the local jurisdiction's board of appeals or similar administrative process provides an appeal of a final decision to a court of competent jurisdiction. If no board or similar administrative process exists within the local jurisdiction, or if a final decision of such board or similar administrative process does not provide that a final decision may be appealed to a court of competent jurisdiction, then an applicant may file a proceeding in the court of competent jurisdiction seeking a determination that the third-party plans examiner's or third-party inspector's report complies with the requirements of this

subsection (k) and all relevant codes and legal requirements, as appropriate, and seek an order requiring the local jurisdiction to accept the plans or inspection.

(B) An applicant who believes the state fire marshal has interpreted the adopted building code incorrectly or rejected a plan or inspection in error may seek a determination in accordance with the Uniform Administrative Procedures Act, that the third-party plans examiner's or third-party inspector's report complies with the requirements of this subsection (k) and all relevant codes and legal requirements, as appropriate, and seek an order requiring the state fire marshal's office to accept the plans or inspection.

(8) Nothing in this subsection (k) shall be construed to alter any requirement for local governmental approvals, including development standards as defined in § 13-4-310, except as explicitly required by this subsection (k).

(9) When a local jurisdiction or the state fire marshal's office accepts a final inspection under this subsection (k), then the local jurisdiction shall issue a certificate of occupancy.

(I) The roof solar reflectance and thermal emittance requirements of the International Energy Conservation Code for low-sloped roofs do not apply to the 2021 International Code Council adoption.

History

Acts 1947, ch. 211, § 1; C. Supp. 1950, § 5717.1; Acts 1982, ch. 857, § 1; T.C.A. (orig. ed.), § 53-2501; Acts 1987, ch. 120, § 18; T.C.A., § 68-18-101; Acts 1992, ch. 540, §§ 1, 2, 4; 2003, ch. 39, § 1; 2004, ch. 530, §§ 1-3; 2005, ch. 284, §§ 1-3; 2009, ch. 210, § 1; 2009, ch. 529, §§ 18-25, 28; 2010, ch. 630, § 1; 2012, ch. 839, §§ 1, 2; 2014, ch. 679, § 1; 2015, ch. 318, § 5; 2015, ch. 378, § 1; 2015, ch. 526, § 1; 2017, ch. 281, § 1; 2021, ch. 332, §§ 1, 2; 2022, ch. 771, § 1; 2022, ch. 844, § 1; 2023, ch. 312, § 5; 2024, ch. 771, §§ 1-3; 2024, ch. 820, § 1; 2024, ch. 946, § 1; 2025, ch. 149, § 1.

TENNESSEE CODE ANNOTATED

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Date and Time: Oct 28, 2025 04:24:59 p.m. EDT



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CITY OF COLUMBIA FIRE MARSHAL STANDARD FM-101

Fire-Flow and Water-Supply Requirements

Effective Date: _____

Authority: Columbia Municipal Code §7-203(1)(b)

Issued By: Columbia Fire & Rescue – Office of the Fire Marshal

1. Purpose

This standard establishes minimum requirements for fire-flow, hydrant spacing, and alternative water-supply provisions for all new developments and occupancies within the City of Columbia. It ensures adequate and reliable water supplies for firefighting while allowing flexibility as the City's water system expands and capabilities improve.

2. Scope

Applies to all new construction, substantial renovations, and site developments subject to fire-protection review under the *International Fire Code (2024 Edition)*.

3. Definitions

Automatic-Aid – Immediate, simultaneous response by pre-arranged agreement.

Mutual-Aid – Response upon request under inter-agency agreements.

Tanker-Shuttle Operation (TSO) – Mobile tenders rotating between fill and dump sites to sustain water flow.

Static Source – Natural or artificial supply accessible for drafting or pumping.

Fire-Flow – Rate of water supply (GPM) available for firefighting at 20 psi residual pressure.

4. Fire-Flow Requirements

Occupancy / Building Type	Minimum Fire Flow (GPM)	Duration (min)	Notes
One- & Two-Family Dwellings $\leq$ 3,600 ft ²	500	120	Hydrant within 700 ft with a minimum of 500 GPM at 20 psi
One- & Two-Family Dwellings $>$ 3,600 ft ²	1,000	120	Hydrant within 700 ft with a minimum of 500 GPM at 20 psi

Occupancy / Building Type	Minimum Fire Flow (GPM)	Duration (min)	Notes
Multi-Family, Commercial, Industrial, and Institutional	As calculated per IFC Appendix B Table B105.2	—	Use Appendix B as the minimum basis for determining required fire-flow

Notes:

- a. Fire-flow values are based on 20 psi residual pressure.
- b. For large or complex facilities, required fire-flow shall be determined in consultation with the Fire Marshal.
- c. The Fire Marshal or Fire Chief may require additional flow for exposures, high-hazard uses, or limited access.

5. Calculation Methods

- a. Hydranted areas – Follow Table above; adjustments may be approved by the Fire Marshal.
- b. Non-hydranted areas – hydrant with a minimum of 500 GPM at 20 psi required;
- c. Combination sources – any two (hydrant, TSO, static) may be used; no more than two credited.
- d. System improvements – this standard may be updated as water-supply capability or ISO methodology changes.
- e. Sprinklered buildings – evaluated per NFPA 13, 13R, or 13D for system demand at the riser.

6. Hydrant Distribution and Performance

Fire-hydrant location and distribution shall comply with *Appendix C – Fire Hydrant Locations and Distribution* of the *International Fire Code (2024 Edition)* **as locally amended**.

C103.2 Local Modification. Hydrant spacing and distance to structures may be increased by up to **100 feet** when, in the opinion of the Fire Marshal or Fire Chief, coverage remains effective and required fire-flow is achieved.

Each hydrant shall deliver at least **500 GPM at 20 psi** residual pressure.

7. Alternative Water-Supply Methods

- a. **Tanker-Shuttle Operations (TSO)** – minimum 600 GPM × 120 min; ISO FSRS methodology; documentation of routes, fill sites, and automatic-/mutual-aid support.
- b. **Static Sources** – ponds, tanks, or reservoirs with sufficient volume, accessibility, and maintenance.

c. **Combination Sources** – any two approved sources may be combined for credit; not more than two credited per site.

8. Submittal Requirements

Developers or design professionals shall provide documentation **as may be required by the Fire Marshal:**

1. Certified hydrant-flow letter.
2. TSO plan (if applicable).
3. Static-source documentation (if applicable).
4. Other data or calculations reasonably requested.

9. Enforcement and Review

Failure to comply constitutes a violation of Columbia Municipal Code §7-207.

This standard shall be reviewed by the Fire Marshal at least every three years or sooner if improvements, ISO changes, or operational needs warrant revision.

Revisions may be approved by the Fire Chief and take effect upon publication.

Summary – 2024 International Fire Code Adoption Ordinance

Purpose:

To repeal and replace Title 7, Chapter 2 of the Columbia Municipal Code and adopt the 2024 International Fire Code (IFC) as the governing fire-prevention standard within the City of Columbia.

Key Updates:

- Adopts the 2024 International Fire Code published by the International Code Council.
- Retains Appendix B, with a local amendment authorizing Tanker Shuttle Operations (TSO) as an equivalent water supply.
- **Establishes Fire Marshal Standard FM-101 – “Fire-Flow and Water-Supply Requirements.”**
 - This standard serves as the City’s technical guide for hydrant spacing, fire-flow minimums, alternative water-supply methods, and documentation requirements.
 - It separates detailed operational standards from the ordinance to allow the Fire Marshal and Fire Chief to make timely adjustments **as the City’s water system expands, demands increase, or flow capacities improve over time.**
 - This approach ensures that technical requirements can evolve without repeated Council amendments, maintaining flexibility while preserving accountability under Columbia Fire & Rescue.
 - Requires Business Portal / Community Connect registration for all commercial, industrial, and institutional occupancies.
 - Clarifies authority and appeals under Columbia Fire & Rescue, maintaining the City Council as the appellate body.

Comparison to 2018 IFC:

- 2018 adoption included Appendices B & C.
- 2024 adoption retains Appendix B and adopts Appendix C with a **+100-ft spacing allowance** under local amendment.
- Strengthens local flexibility under the Fire Marshal while aligning with ISO fire-flow methodology and the City’s long-term water-system improvements.

Implementation:

Effective immediately upon passage and publication.

Recommendation:

Approval is recommended by Columbia Fire & Rescue to maintain alignment with state-adopted building codes, ISO methodology, and the City’s evolving water-supply capacity.

— *End of Summary* —



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4569 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2024 DELINQUENT PROPERTY TAXES

RECOMMENDATION: Approve Ordinance No. 4569 on first consideration

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent property taxes. Following adoption of the ordinance, the City Recorder provides the County Attorney with a certified list of delinquent 2024 property taxes. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent property taxes.

AN ORDINANCE PROVIDING FOR THE COLLECTION OF
2024 DELINQUENT PROPERTY TAXES

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City Recorder is hereby directed at his earliest convenience to provide to the County Attorney a certified list of real property within the City of Columbia on which municipal taxes for the year 2024 are delinquent, said list to set forth a description of the property, the person or persons assessed, the assessed value thereof, and the taxes and penalties due thereon.

Section 2: That upon receipt of such list the County Attorney is directed to file suit in the Chancery Court for Maury County and proceed as provided by the Charter and the general law controlling delinquent taxes.

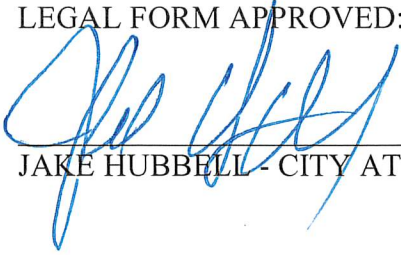
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY
OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2025.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL - CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

TONY MASSEY - CITY MANAGER

Passed on 1st Consideration: _____
Passed on 2nd Consideration: _____

Ordinance No. 4569
Page 1 of 1 Page



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4570 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2024 DELINQUENT SPECIAL ASSESSMENTS

RECOMMENDATION: Approve Ordinance No. 4570 on first consideration.

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent special assessments. Following adoption of the ordinance, the City Recorder provides the City Attorney with a certified list of delinquent 2024 special assessments. Upon receipt of said list, the City Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent special assessments.

AN ORDINANCE PROVIDING FOR THE COLLECTION OF
2024 DELINQUENT SPECIAL ASSESSMENTS

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City Recorder is hereby directed at his earliest convenience to provide to the City Attorney a certified list of real property within the City of Columbia on which special assessments for the year 2024 are delinquent, said list to set forth a description of the property, the person or persons assessed, the assessed value thereof, and the taxes and penalties due thereon.

Section 2: That upon receipt of such list the City Attorney is directed to file suit in the Chancery Court for Maury County and proceed as provided by the Charter and the general law controlling delinquent taxes.

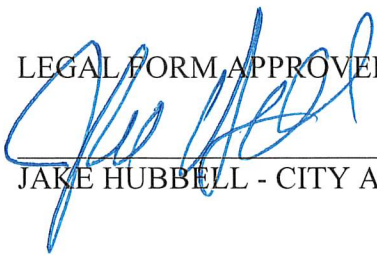
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY
OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2025.

CHARLES (CHAZ) M. MOLDER – MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL - CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

TONY MASSEY - CITY MANAGER

Passed on 1st Consideration: _____
Passed on 2nd Consideration: _____



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.gov, 931.560.1580

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4571 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, CAPITAL PROJECTS, AND GRANTS FUNDS AND ESTABLISH THE DATE OF DECEMBER 11, 2025 AS THE DATE OF PUBLIC HEARING

RECOMMENDATION: Approve Ordinance No. 4571 on first consideration and establish the date of December 11, 2025 as the date of Public Hearing.

INFORMATION: The proposed ordinance is the second amendment to the FY 2026 Appropriation Ordinance, impacting the General, Capital Projects, and Grants Funds.

Within this budget amendment, the following items are included:

- Reappropriate and carry forward street paving funds (\$29,192) from FY 2025,
- Budget reappropriation of Fire Station No. 1 owner expenses totaling \$30,000 in Capital Projects,
- Budget FY2026 THSO Grant funds totaling \$28,442 in Grants Fund.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2026 by \$87,635 to \$182,408,626.

CERTIFICATION:

ATTACHMENTS: Staff Report, Ordinance No. 4571.

AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE
NO. 4544 AS AMENDED PROVIDING FOR REVISIONS TO THE GENERAL, CAPITAL
PROJECTS, AND GRANTS 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 \$182,320,991 to \$182,408,626, an increase of \$87,635.

Section 2: That the budget appropriations shall be revised as follows:
General Government total of \$15,716,553 be amended to \$15,745,746, an increase of \$29,192.

Capital Projects total of \$13,432,941 be amended to \$13,462,941, an increase of \$30,000.

Grants total of \$2,028,213 be amended to \$2,056,656, an increase of \$28,442.

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 19th day of November, 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.

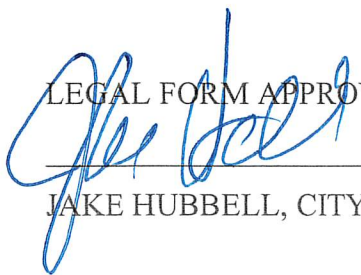
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
COLUMBIA, TENNESSEE, THIS THE 11th DAY OF DECEMBER, 2025.

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
2nd Consideration - October 9th (10/9/25)

General City Admin

Reappropriate and carry forward street paving funds from FY 2025	29,192.32
Total General City Admin	\$ 29,192.32

TOTAL GENERAL FUND	\$ 29,192.32
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Capital Projects

Budget reappropriation of Fire Station No. 1 owner expenses remaining	30,000.00
Total Capital Projects	\$ 30,000.00

Grants

Budget FY2026 THSO Grant	28,442.32
Reappropriate and carry forward Iron Bridge Road engineering from FY 2025	-
Total Grants	\$ 28,442.32

Total Increase - All Funds (First Consideration)	\$ 87,634.64
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CITY OF COLUMBIA
FY 2026 APPROPRIATION AMENDMENT #2
First Consideration 11/13/25

1) Reappropriate and carry forward street paving funds from FY 2025

Increase Revenues

11037110	\$	29,192.32	Prior Year Revenue
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Increase Expenditures

11041900-OC268	\$	29,192.32	General Govt - Street Paving
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2) Budget 2026 THSO Grant

Increase Revenues

322-33208	\$	28,442.32	2026 THSO Grant
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Increase Expenditures

322-42147-OC110	\$	14,250.00	Grant Fund - JAG Grant - Canine
322-42147-OC280	\$	750.00	Grant Fund - JAG Grant - Canine
322-42147-OC320	\$	13,442.32	Grant Fund - JAG Grant - Canine
	\$	28,442.32	Total

3) Budget reappropriation of Fire Station No. 1 owner expenses remaining

Increase Revenues

311-37110	\$	30,000.00	Prior Year Revenue
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Increase Expenditures

31142210-OC920	\$	30,000.00	Grant Fund - JAG Grant - Operating Supplies
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FY 2026 Budget Summary - AA#2

11/13/2025						
		SERVICES &		CAPITAL	DEBT	AA#2
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	\$6,130,440	\$7,973,494	\$0	\$0	\$15,745,746
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	\$846,563	\$0	\$0	\$0	\$4,468,034
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	\$12,777,550	\$7,973,494	\$0	\$0	\$54,645,166
State Street Aid Fund	\$0	\$1,646,823	\$2,286,021	\$0	\$0	\$3,932,844
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	\$510,600	\$0	\$0	\$4,897,912
Debt Service Fund	\$0	\$0	\$0	\$0	\$1,338,969	\$1,338,969
Capital Projects Fund	\$0	\$500,000	\$0	\$12,962,941	\$0	\$13,462,941
Grants Fund	\$0	\$745,000	\$0	\$1,311,656	\$0	\$2,056,656
Wastewater (Sewer) Fund	\$4,341,608	\$6,327,963	\$0	\$83,520,556	\$7,492,959	\$101,683,086
Grand Total	\$40,266,965	\$24,654,467	\$10,810,114	\$97,845,153	\$8,831,928	\$182,408,626



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4572 - AN ORDINANCE AMENDING ORDINANCE NO. 3761 AS PREVIOUSLY AMENDED BY ORDINANCE NUMBERS 3815, 3884, AND 3917 AS IT PERTAINS TO POST-65 SUPPLEMENTAL HEALTHCARE INSURANCE BENEFITS FOR EMPLOYEES HIRED AFTER JUNE 30, 2012

RECOMMENDATION: Approve Ordinance No. 4572 on first consideration.

INFORMATION: Employees under the old "Rule of Eighty" retirement plan have an additional benefit regarding retiree health/pharmaceutical insurance.

They enjoy being able to enroll in the City's retiree supplemental plan to Medicare Plan A/B and Plan D (pharmaceutical). It is at no cost to the retiree. Spouses are not included. This is a fully insured supplemental plan (Aetna) and not part of the City's self-insured health plan.

To be currently eligible for the supplemental plan an employee must:

- Be under the old pension plan.
- Be at least 65 years old.
- Have five years continuous service up to age 65 or beyond; and
- They must be enrolled in the city's self-insured health plan for at least one year leading up to retirement.

Staff has reviewed this and would like to recommend the benefit be extended to all City employees. The eligibility would be based on the same criteria mentioned above.

If this had been in place the last 5 years, 6 employees would have been eligible to enroll. Staff has discussed this with Aetna representatives, and they have indicated there would be no increase to the premium.

This would correct an inequity in employee benefits and help with employee retainage.

This was mentioned to the Trustees Board at their October meeting and there were no objections.

CERTIFICATION:

ATTACHMENTS: Staff Report, Ordinance No. 4572.

**AN ORDINANCE AMENDING ORDINANCE NO. 3761 AS PREVIOUSLY AMENDED
BY ORDINANCE NUMBERS 3815, 3884, AND 3917 AS IT PERTAINS TO POST-65
SUPPLEMENTAL HEALTHCARE INSURANCE BENEFITS FOR EMPLOYEES
HIRED AFTER JUNE 30, 2012**

WHEREAS, the Trustees of the City of Columbia, Tennessee Employees' Retirement Plan have recommended to the City Council that post-65 supplemental healthcare insurance benefits be extended to employees hired after June 30, 2012.

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

Section 1: That Ordinance Number 3761 as previously amended by Ordinance Numbers 3815, 3884, and 3917 be amended by deleting paragraph two (2) of such Ordinance as amended by Ordinance 3917 and replacing such paragraph with a new paragraph two (2) as follows:

Paragraph 2. That the City of Columbia shall continue paying healthcare insurance premiums for all retirees of the City of Columbia, Tennessee Employees' Retirement Plan hired on or before June 30, 2012, who retire after July 1, 1989 and who are eligible for immediate monthly benefits on their "Normal Retirement Date" as defined in the City of Columbia Employees' Retirement Plan. The City of Columbia shall pay post-65 supplemental healthcare insurance premiums for employees of the City of Columbia hired after June 30, 2012 who retire from the City of Columbia after January 1, 2026 and meet the following criteria: (a) are full time or part-time eligible employees (b) were employed by the City of Columbia for the five years immediately preceding retirement and are at least sixty-five (65) years of age (c) elected medical benefits with the City of Columbia for the year immediately preceding his or her retirement (d) elected both Medicare Part A and Medicare Part B when enrolling in Medicare. For purposes of this Ordinance part time eligible employees are elected city officials, city judge, city prosecutor, and city attorney.

Section 2: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 3: This Ordinance shall take effect on January 1, 2026.

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: _____



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: CONSIDERATION ON RESOLUTION NO. 25-70 - A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR PROPERTY AT TAX MAP 73 PARCEL 17.02, LOCATED OFF LASEA ROAD, INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 5.

RECOMMENDATION: Approve Resolution No. 25-70.

INFORMATION: The applicant is requesting to annex the 12 acre tract of property with a Plan of Services and zone it to CD-3 (Neighborhood Character District). The concept plan reflects future development of 31 single family lots. The Planning Commission reviewed this request and recommended approval by a vote of five to one at the September 10, 2025 meeting.

CERTIFICATION: N/A

ATTACHMENTS: Resolution No. 25-70 Staff Report; Resolution 25-70; Exhibit A; Exhibit B; Exhibit C; Concept Plan; DS Staff Report; Plan of Services.

**A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR
PROPERTY TAX MAP 73 PARCEL 17.02, LOCATED OFF LASEA ROAD, INTO
THE CITY OF COLUMBIA, TENNESSEE.**

WHEREAS, pursuant to the authority of Tennessee Code Annotated Section §6-51-1 et.seq., the City of Columbia has the power to annex property into such City when petitioned by the owner; and

WHEREAS, the property owner(s) have requested and petitioned the City Council of the City of Columbia to annex into the City of Columbia as illustrated in Exhibit "B" which is attached hereto and incorporated herein by reference; and

WHEREAS, it appears to the City Council of the City of Columbia that the prosperity of the City of Columbia and the property described in Exhibit "A" attached hereto and incorporated herein by reference will be materially retarded and the safety and welfare of the inhabitants and property endangered unless said property is annexed.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY OF COLUMBIA:

Section 1. The City of Columbia hereby annexes into the City of Columbia, Tennessee and incorporates within the boundaries thereof, property at Tax Map 73 Parcel 17.02, located off Lasea Road, lying between the present corporate limits and the new corporate limits. A location map depicting the proposed annexation area is identified as Exhibit "C" and is attached hereto and incorporated herein by reference; and

Section 2. This Resolution was passed after a public hearing relative to this proposed annexation held by the Mayor and City Council of the City of Columbia, at the City Hall at 5:30 p.m. on the 13th day of November 2025, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) days or more before said hearing. The Columbia Municipal Planning Commission recommended approval for the said annexation on the 10th day of September, 2025; and

Section 3. It appearing to the City Council of the City of Columbia, Tennessee, that in accordance with Tennessee Code Annotated, Section §6-51-102, a Plan of Services

RESOLUTION 25-70

Page 1 of 2

is required for the territory to be annexed. The City Council of the City of Columbia hereby approves and adopts the attached Plan of Services for the above described property on the 13th day of November, 2025, following a duly advertised public hearing, setting forth the identification and projected timing of municipal services to be extended in the above described area to be annexed. It further appearing that said Plan of Services as adopted by the City Council of the City of Columbia was previously submitted to the Columbia Municipal Planning Commission which studied said Plan of Services and rendered a written report to the City Council of the City of Columbia on the 10th day of September, 2025; and

Section 4. This Resolution shall become effective thirty (30) days after its passage.

Section 5. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed; and

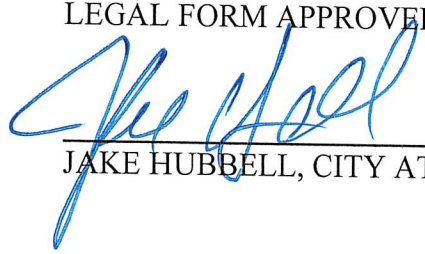
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE THIS 13th DAY OF NOVEMBER, 2025.

CHARLES (CHAZ) M. MOLDER, MAYOR

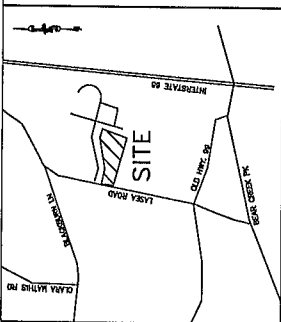
ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY



STANDARD NOTES

1. THE HORIZONTAL LOCATION DATA SHOWN ON THIS SURVEY WAS GATHERED USING STANDARD SURVEYING TECHNIQUES WITH AN ELECTRONIC DISTANCE MEASURING DEVICE (EDM) AND AN AUTOMATIC LEVEL. THE VERTICAL DATA WAS OBTAINED FROM A REAL-TIME KINEMATIC (RTK) OBSERVATION PROCESSED BY TENNESSEE DOT NETWORK. BEARINGS ARE EXPRESSED IN THE TENNESSEE STATE PLAT BOOK. ALL DISTANCES ARE EXPRESSED IN FEET AND DECIMALS THEREOF. HORIZONTAL ACCURACY: 1/10,000. VERTICAL ACCURACY: 1/10,000. HORIZONTAL ACCURACY: 1/10,000. VERTICAL ACCURACY: 1/10,000.
2. THE WITHIN DESCRIBED TRACT LIES WITHIN AN AREA DESIGNATED AS A FLOOD HAZARD AREA (FHA) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) IN 1981. THE FLOOD INSURANCE RATE MAPS FOR MAURY COUNTY, TENNESSEE (DATED 04-15-2007).
3. OWNERSHIP INFORMATION INDICATED HEREON IS AS IDENTIFIED IN COUNTY RECORDS.
4. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES, ABOVE GROUND APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE TRACT AND HAS ABANDONED THE SURVEY FURTHER DOES NOT WARRANT THAT THE LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE PRIOR TO ANY DECISION RELATIVE TO THE TRACT. THE SURVEYOR HAS NO LIABILITY FOR ANY DAMAGE TO THE TRACT OR TO ANY ADJACENT TRACTS OR TO ANY ADJACENT OWNERS. THE SURVEYOR HAS NO LIABILITY FOR ANY DAMAGE TO THE TRACT OR TO ANY ADJACENT TRACTS OR TO ANY ADJACENT OWNERS.
5. IN TENNESSEE IT IS A REQUIREMENT OF THE "UNDERGROUND UTILITY DAMAGE PREVENTION ACT" THAT ANYONE WHO ENGAGES IN CONSTRUCTION WORK SHALL FIRST LOCATE ALL KNOWN UNDERGROUND UTILITIES PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY HAZARD OR CONFLICT, THE TENNESSEE ONE CALL SYSTEM (1-800-4-A-UTILITY) SHALL BE CONTACTED PRIOR TO ANY EXCAVATION. THE SURVEYOR HAS NO LIABILITY FOR ANY DAMAGE TO THE TRACT OR TO ANY ADJACENT TRACTS OR TO ANY ADJACENT OWNERS.
6. THE WITHIN PLAT AND SURVEY WERE PREPARED WITHOUT BENEFIT OF ANY OTHER SURVEY OR RECORDS. THE SURVEYOR HAS NO LIABILITY FOR ANY DAMAGE TO THE TRACT OR TO ANY ADJACENT TRACTS OR TO ANY ADJACENT OWNERS.
7. TO THOSE PARTIES IDENTIFIED IN THE CERTIFICATION AND DOES NOT EXTEND TO ANY UNNAMED PARTY.
8. THE SUBJECT TRACT IS SHOWN ON MAURY COUNTY TAX MAP 73, AS PARCEL 17102.
9. ALL IRON RODS (SET) ARE CAPPED AND STAMPED "H.H. SURVEY".

VICINITY MAP
NOT TO SCALE

STANDARD
LEGEND

- PT (IRON PIN FOUND)
- PTS (IRON PIN SET) H AND H SURVEY
- CONCRETE MONUMENT
- OHP — OVERHEAD UTILITY LINES
- WATER LINES



IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
TENNESSEE ONE CALL
IT'S THE LAW

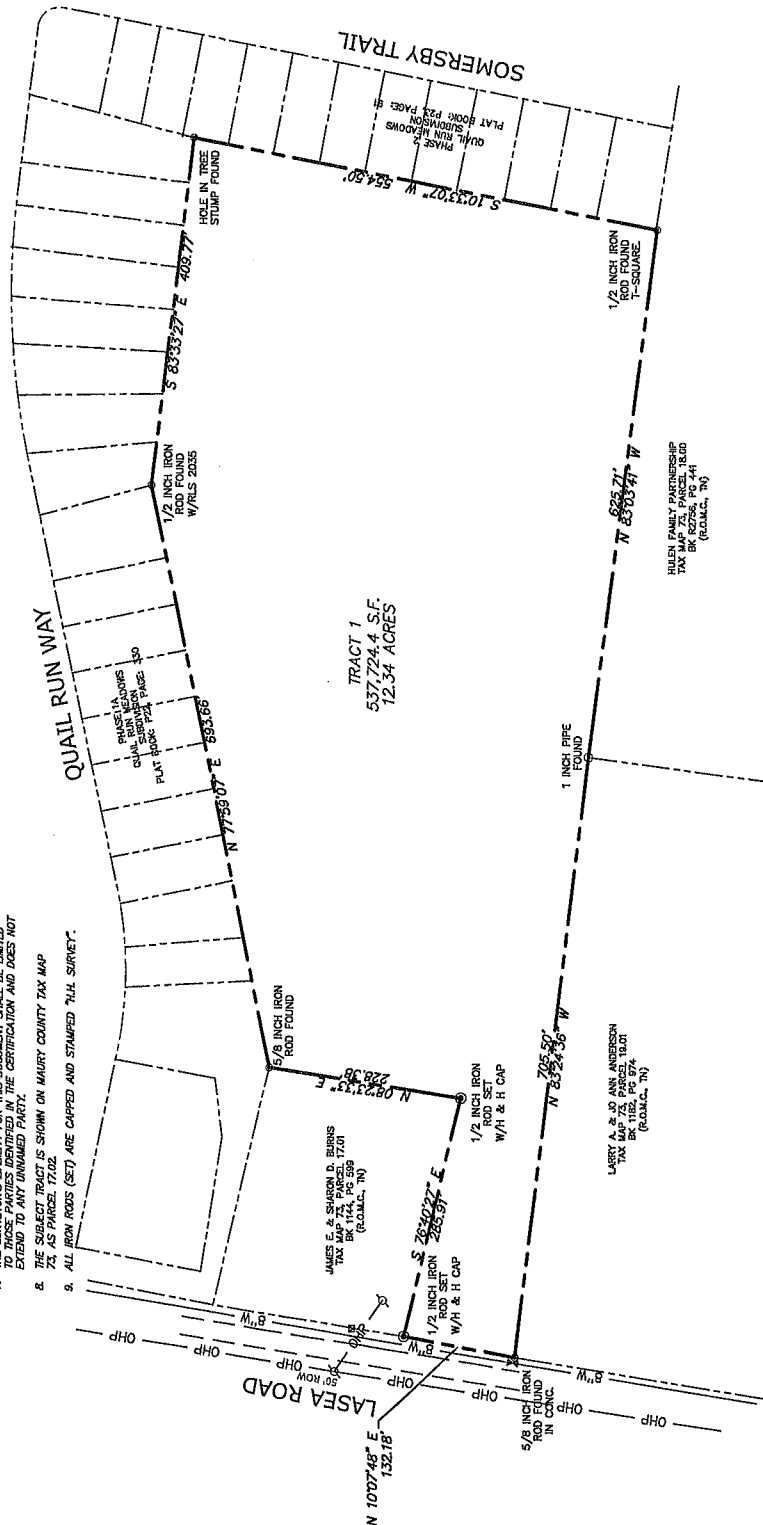


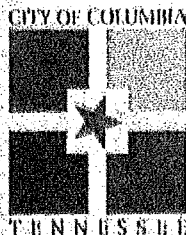
I HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION,
DAVID LEE SPARKS, REGISTERED PROFESSIONAL SURVEYOR
NO. 2779, STATE OF TENNESSEE, HAS CONDUCTED A
CATEGORY I SURVEY MADE UNDER MY SUPERVISION IN
ACCORDANCE WITH T.C.A. SECTION 0800-3 AND THE
EDM EQUIPMENT USED IN THIS SURVEY DOES NOT
EXCEEDS 1:10,000. THE FIELD WORK FOR THIS SURVEY
WAS COMPLETED ON 07/29/2024.
DAVID LEE SPARKS
R/S NUMBER 2779
DATE: MAY 01, 2024

BOUNDARY SURVEY
THE MIKE SPARKS PROPERTY
SPRING HILL, MAURY COUNTY, TENNESSEE
TAX MAP 73, PARCEL 17102
RECORD BOOK R2379, PAGE 457 (R.O.M.C., TN)
P.O. BOX 2433
SMYRNA, TENNESSEE 37167
PHONE: (615) 831-0756 / E-MAIL: office@hhandh.com

Scale: 1" = 100'
GRAPHIC SCALE
0' 50' 100' 200'

DATE:	MAY 01, 2024
MR. DATE BY:	
REVISIONS:	
CHANGE:	





DEVELOPMENT SERVICES

I, Mike Sparks being the sole owner of the Lace Rd Property more particularly described as 17.02 on Plat of Record in Plat Book 2963 Page 1406 in the Maury County Register of Deeds office, do hereby, formally, request that the City of Columbia, Tennessee annex such property into such City.

Mike Sparks
Print Name

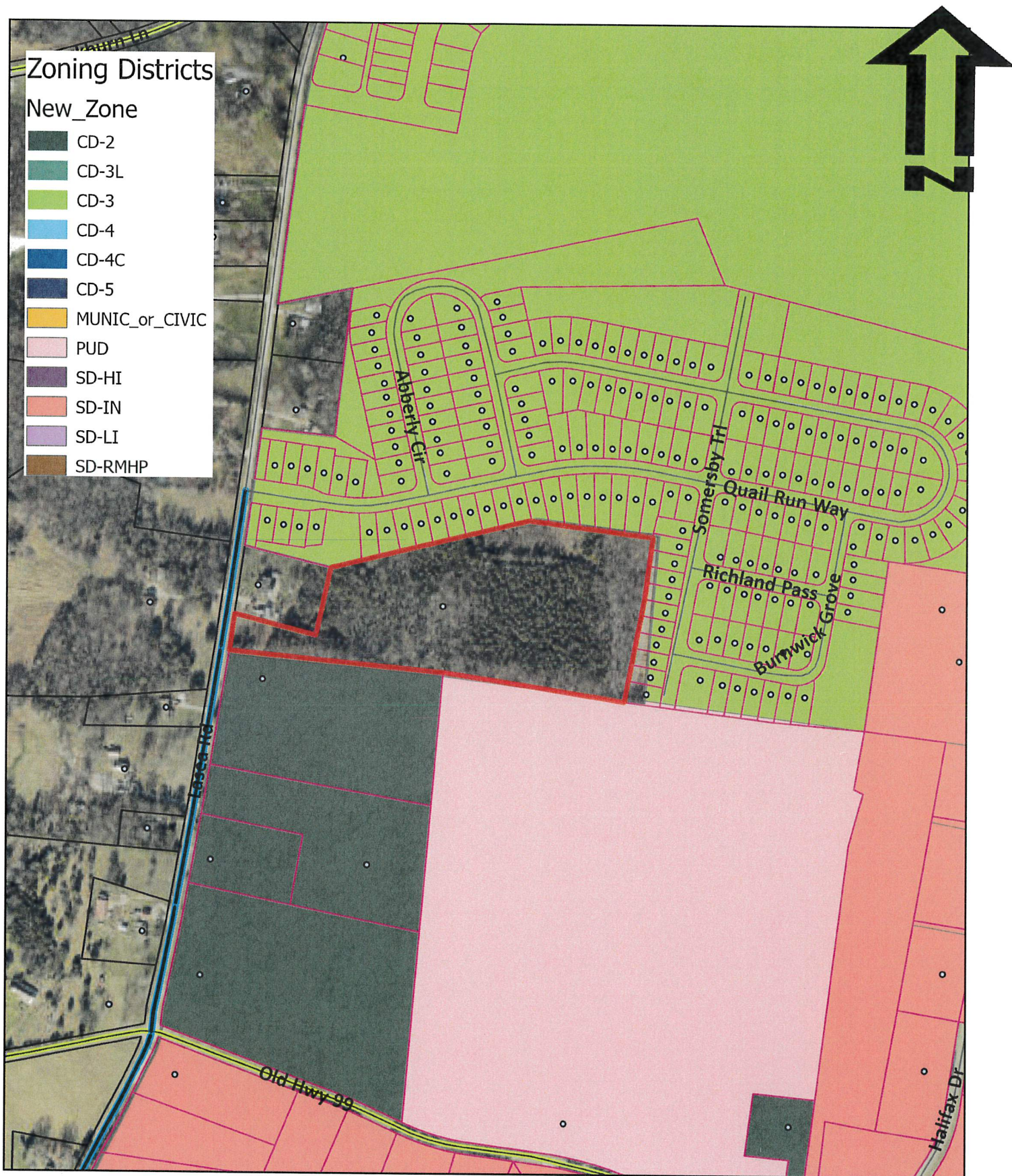
10/10/2025
Date

[Signature]
Signature

STAFF USE ONLY

Docket Number:

Requested Agenda:

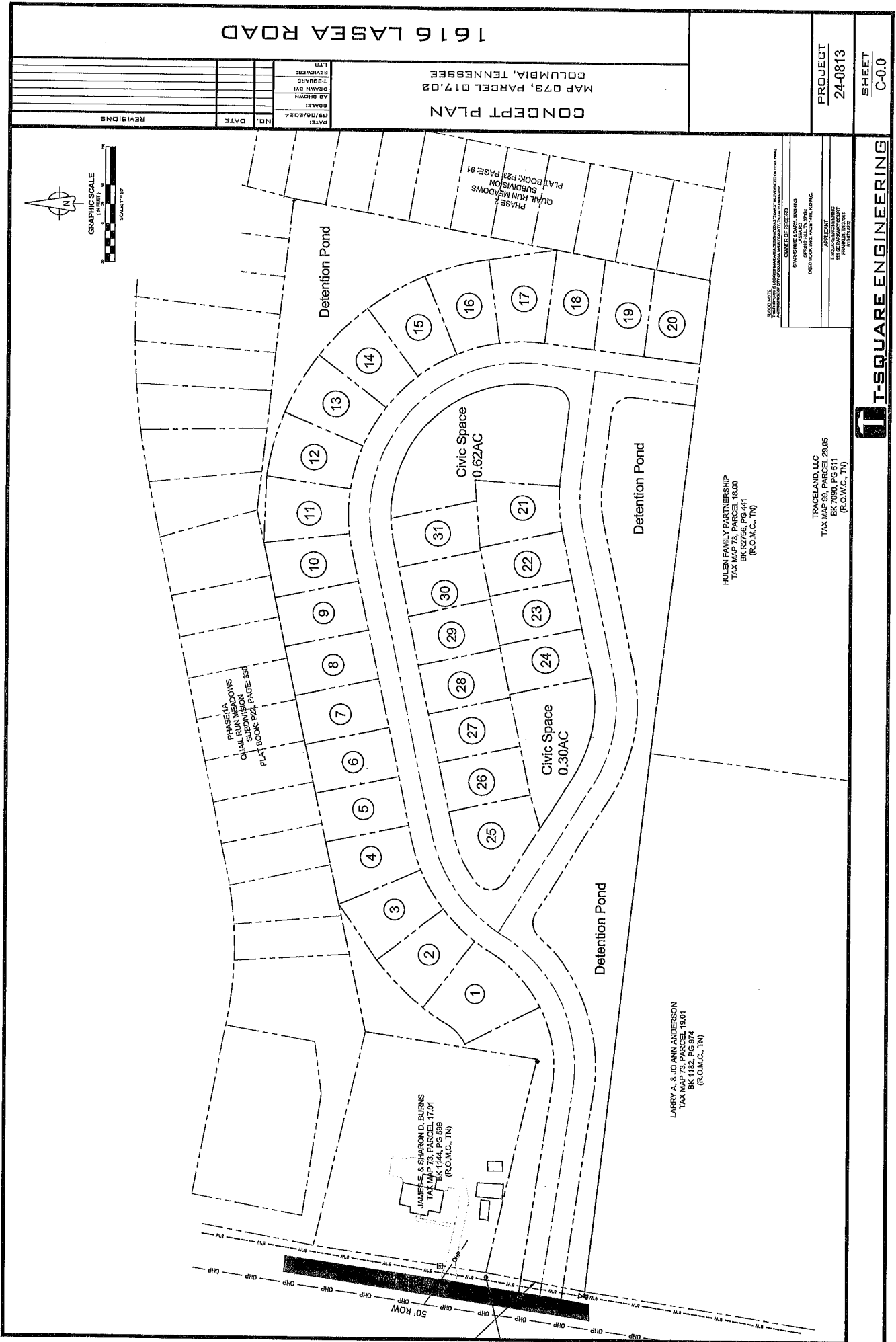


Resolution No. 25-70 - Exhibit C

Lasea Road
Tax Map 73 Parcel 17.02

Development Services
700 N. Garden St.
(931) 560-1560
www.columbiatn.gov





PLAN OF SERVICES

FOR ANNEXATION & REZONING

Lasea Road PROPERTY

+/-12.4 ACRES,

BEING

TAX MAP 73 PARCEL 017.02

(25-0275)

A. Water

A water availability letter was issued on July 21, 2025, it remains valid for 120 days. The availability of capacity to serve is based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application. Any off-site improvements detailed in the availability letter are the responsibility of the developer/owner. All public water system improvements are subject to the preparation and approval of detailed construction plans prepared in accordance with CPWS and Tennessee Department of Environment and Conservation requirements.”

B. Sewer

All sewer improvements including but not limited to off-site improvements, on-site improvements, and pump station and equipment installation shall be completed and functioning to the satisfaction of the Director of the Wastewater Department prior to the filing of any Final Plat with the City of Columbia Municipal Planning Commission, unless specific approval is granted by the Director and a surety of sufficient amount is provided. Note: Pump stations will require a building permit and all other required permits from additional entities. All inspections must be completed and certificates of completion granted before Council Agenda Deadline. Please contact the Wastewater Department for standard design details and equipment.

C. Police

The jurisdiction of the Columbia Police Department will be extended to the areas annexed immediately upon the effective date of annexation.

D. Fire and Rescue

1. The City of Columbia Fire & Rescue Department provides an array of services to the citizens and visitors of the City of Columbia. These services include but may not be limited to non-emergency services such as fire prevention and codes enforcement, pre-incident planning, public education programs, smoke alarm check/replacement, and emergency services such as fire suppression, heavy rescue, emergency medical first response, and hazardous materials response. The City of Columbia Fire Department currently holds an Insurance Service Organization (ISO) Class 1 rating.

Columbia Fire & Rescue strives to provide all services in a timely, courteous, and professional manner. Due to the nature of emergency services, we strive to arrive at the incident scene as quickly as possible but without posing additional dangers to the residents/visitors we meet while responding to your location.

Infrastructure:

The infrastructure put in place is like the foundation of your development. If the infrastructure is designed and constructed with the present needs and future plans in mind, your development will be prepared for the future.

Water:

Columbia Fire & Rescue requires that there be sufficient water provided through the municipal water system to meet the needed fire flow requirements for your facility. These flows are calculated by the Fire Marshal. These flows are based on many factors dealing with your buildings' construction type, fire load in the building, square footages, and etc. If you install fire sprinkler systems in your facilities, Columbia Fire & Rescue can drastically reduce fire flow requirements.

Roadway and Bridges: Columbia Fire & Rescue serves the residents and visitors of our jurisdiction by utilizing highly trained firefighters and modern fire apparatus. A minimum response to a structure fire in your development will be four fire apparatus. One of the fire apparatus that will respond to your development will be a ladder truck with a gross vehicle weight rating of approximately 80,000 pounds. Roadways and bridges must be designed and constructed not only with light vehicle traffic in mind but with the emergency service vehicles that will be servicing your development.

Damage Free Property Access: Columbia Fire & Rescue requires all gates automatic or manual that will be or may be locked to be equipped with Knox Rapid Entry system. You can research this product at www.knoxbox.com or your gate vendor will be familiar with the product. Our department would also

be happy to work with you to find what Knox Rapid Entry product is best suited for your application.

Damage Free Home/Facility Access: Currently, Columbia Fire & Rescue does not require residential occupancies to be equipped with the Knox Rapid Entry system. However, this product is a very wise investment for your future development. The Knox Rapid Entry System products allow homes to be secured but also allow the Columbia Fire & Rescue Department access to your property and/or homes without any delay or property damage. The system has an armored key lock safe recess mounted to the exterior of the homes with the key to the residence inside. Firefighters access the residence key during an emergency to gain entry into the home without causing any property damage. Again, our department would be happy to provide you with information and education on this program and its many positive attributes.

Emergency Response to Your Location: The proposed annex will be located on the Property at Lasea Road Tax Map 73 Parcel 17.02 in Columbia, Tennessee. This location is approximately 4.8 miles from Fire Station #3 located at 705 Firefighters Dr., 9.5 miles from Columbia Fire Station #1 located at 1000 South Garden St. in downtown Columbia, and 9.1 miles from Fire Station #5 located at 2633 Nashville Highway. These distances are used to calculate an estimated response time to your development for the different levels of emergency response that may be needed at your facilities.

Medical Emergency Response: Columbia Fire & Rescue normally responds a minimum of one fire apparatus from Station #3 to service your location for a medical emergency. From the time you dial 911 until the fire department will arrive at your location will be within 4.50 minutes. Should your property experience a mass casualty incident where additional fire apparatus/firefighters would need to respond, then Fire Station #3 could send an additional unit and arrive on-scene within 4.50 minutes of your 911 call.

Fire Incident Response: Columbia Fire & Rescue recommends a multi-faceted fire suppression approach. First, future homes should be constructed to meet or exceed all applicable fire and life safety codes. Secondly, even if not required by building, fire, or life safety codes, we encourage the installation and use of fire sprinkles in future homes. Columbia Fire & Rescue's normal fire incident response to a single family residential development is three fire apparatus with a minimum 15 firefighters and 1 Chief Officer. Response times will be similar to the times estimated in the emergency medical response section. Your first fire apparatus should be on-scene within approximately 4.50 minutes, the second fire apparatus should be on-scene within 4.50 minutes, and the third/fourth apparatus should be on-scene within 9.50 minutes. Columbia Fire & Rescue also has an automatic aid agreement and you would also receive a response from Mount Pleasant Fire Department within 12.00 minutes. Due to OSHA standards that require at least four firefighters to arrive on-scene prior to initiating an interior

fire attack and Columbia Fire & Rescue's minimum staffing policy, it could take the 4.50 minutes to get the minimum number of firefighters to the scene to begin an interior fire attack.

In summary, the members of the Columbia Fire & Rescue consider it an honor to serve the residents and visitors in our community each and every day. When an emergency occurs, time is our worst enemy. Columbia firefighters train to reduce every second while not posing any additional undue risk to firefighters and/or the public when responding to or working at an emergency incident. The times estimated in the referenced examples are a combination of averages and estimations. Our department has very little data to support incident responses to your location. The time estimations are based on the fire companies being at their regular station, time it takes for Maury 911 to process a 911 call, the time it takes for Columbia firefighters to board the apparatus and leave the station, and the travel time from the station to your location is an estimate based on road miles, probable traffic conditions, and road conditions. You can see by the examples referenced above that it will take time for Columbia Fire & Rescue to receive your call for help and then respond to your location. The roadways have considerable driveway/cross street connections, hills, curves, and reduced speed zones that contribute to a long response time for fire apparatus to arrive.

E. Development Services

1. The planning and zoning jurisdiction of the City will extend to the annexed areas immediately upon the effective date of the annexation.
2. The property shall be zoned CD-3 (Neighborhood Character District) and upon the effective date of the annexation.
3. The code administration jurisdiction of the City will extend to the annexed areas immediately upon the effective date of the annexation.
4. Upon the effective date of annexation, all development will be required to abide by the Columbia Zoning Ordinance.

F. Streets

1. Upon acceptance by City Council and all warranties have expired; all streets and drainage systems will be maintained by Public Works. Service will include street sweeping, catch basin cleaning, street repair and snow removal drainage maintenance, and sidewalk repair.
2. Upon acceptance by City Council, all approved street signs will be maintained by Public Works.

G. Parks and Recreation

Residents of the annexed areas may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present City will be followed in expanding the recreational program and facilities in the enlarged City.

H. Refuse Collection

Single family homes will receive City of Columbia trashcan service. Residential customers will be issued one 96-gallon garbage receptacle with the option to purchase up to two additional garbage receptacles. The Sanitation Department will provide weekly curbside garbage collection. Bi-weekly curbside recycling will be offered on a subscription basis. Brush collection will be provided on a bi-weekly basis. Residents are allotted three free bulk item pickups per year.

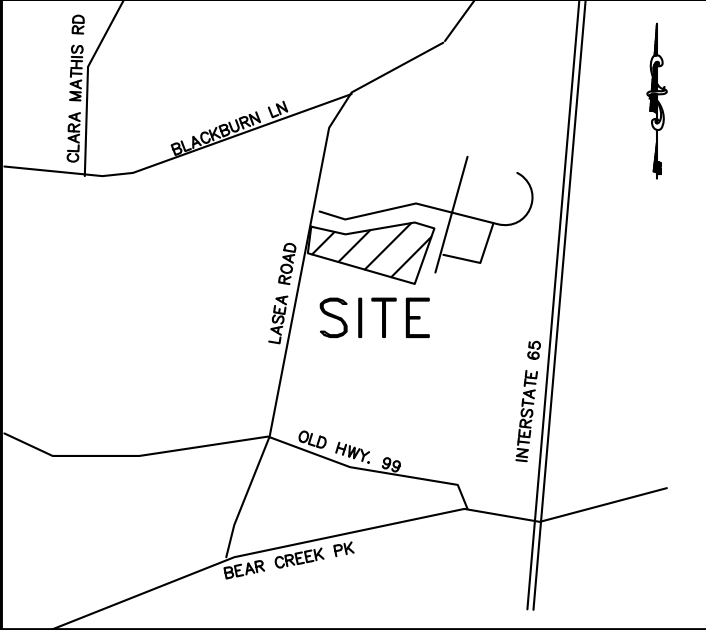
I. Power

Duck River Electric Membership Corp have the ability to serve this development. You will need to reach out to thooper@dremc.com and cisley@dremc.com to get started.

J. Schools

This property falls under the jurisdiction of Maury County Public School System.

The development combined with current neighborhoods and additional approved developments in these zones may require either new construction or realignment of school zones to accommodate new students.



VICINITY MAP
NOT TO SCALE

STANDARD NOTES

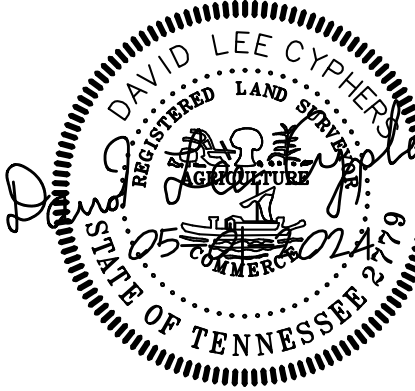
1. THE HORIZONTAL LOCATION DATA SHOWN ON THIS SURVEY WAS GATHERED USING STANDARD RADIAL SURVEYING TECHNIQUES WITH AN ELECTRONIC TOTAL STATION AND DATA COLLECTOR AND GLOBAL POSITIONING SYSTEM (GPS) UNIT AND IS BASED UPON A POSITIONAL SOLUTION DERIVED FROM REAL-TIME KINEMATIC (GPS) OBSERVATIONS PROCESSED BY TENNESSEE DOT NETWORK. BEARINGS ARE EXPRESSED IN THE TENNESSEE STATE PLANE COORDINATE SYSTEM USING U.S. SURVEY FOOT (HORIZONTAL = NAD83-C.O.R.S.; VERTICAL = NAVD88; ZONE TN 4100, GEOID MODEL MID TN 25012A), USING SOKKIA GPS MODEL GRX3 GNSS RECEIVER RTK (L1+L2 . HORIZONTAL ACCURACY=5mm+.05ppm AND VERTICAL ACCURACY=10mm+.08ppm.
2. THE WITHIN DESCRIBED TRACT LIES WITHIN AN AREA DESIGNATED AS ZONE "X" (UNSHADED) AS EVIDENCED ON FEMA MAPS NUMBERED 47119C0195E ON THE FLOOD INSURANCE RATE MAPS FOR MAURY COUNTY, TENNESSEE (DATED REVISED 04-16-2007).
3. OWNERSHIP INFORMATION INDICATED HEREON IS AS IDENTIFIED IN COUNTY RECORDS.
4. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
5. IN TENNESSEE IT IS A REQUIREMENT OF THE "UNDERGROUND UTILITY DAMAGE PREVENTION ACT" THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNER(S) NO LESS THAN THREE NOR MORE THAN TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY HAZARD OR CONFLICT. THE TENNESSEE ONE CALL TELEPHONE NUMBER IS 1-800-351-1111. UTILITIES WERE NOT CHECKED DURING THE COURSE OF THIS SURVEY.
6. THE WITHIN PLAT AND SURVEY WERE PREPARED WITHOUT BENEFIT OF CURRENT EVIDENCE OF SOURCE OF TITLE FOR THE SUBJECT TRACT OR ADJOINERS AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.
7. THE SURVEYOR'S LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THOSE PARTIES IDENTIFIED IN THE CERTIFICATION AND DOES NOT EXTEND TO ANY UNNAMED PARTY.
8. THE SUBJECT TRACT IS SHOWN ON MAURY COUNTY TAX MAP 73, AS PARCEL 17.02.
9. ALL IRON RODS (SET) ARE CAPPED AND STAMPED "H.H. SURVEY".

STANDARD
LEGEND

- ⊙ IPF (IRON PIN FOUND)
- ⊙ IPS (IRON PIN SET) H AND H SURVEY
- CONCRETE MONUMENT
- OHP — OVERHEAD UTILITY LINES
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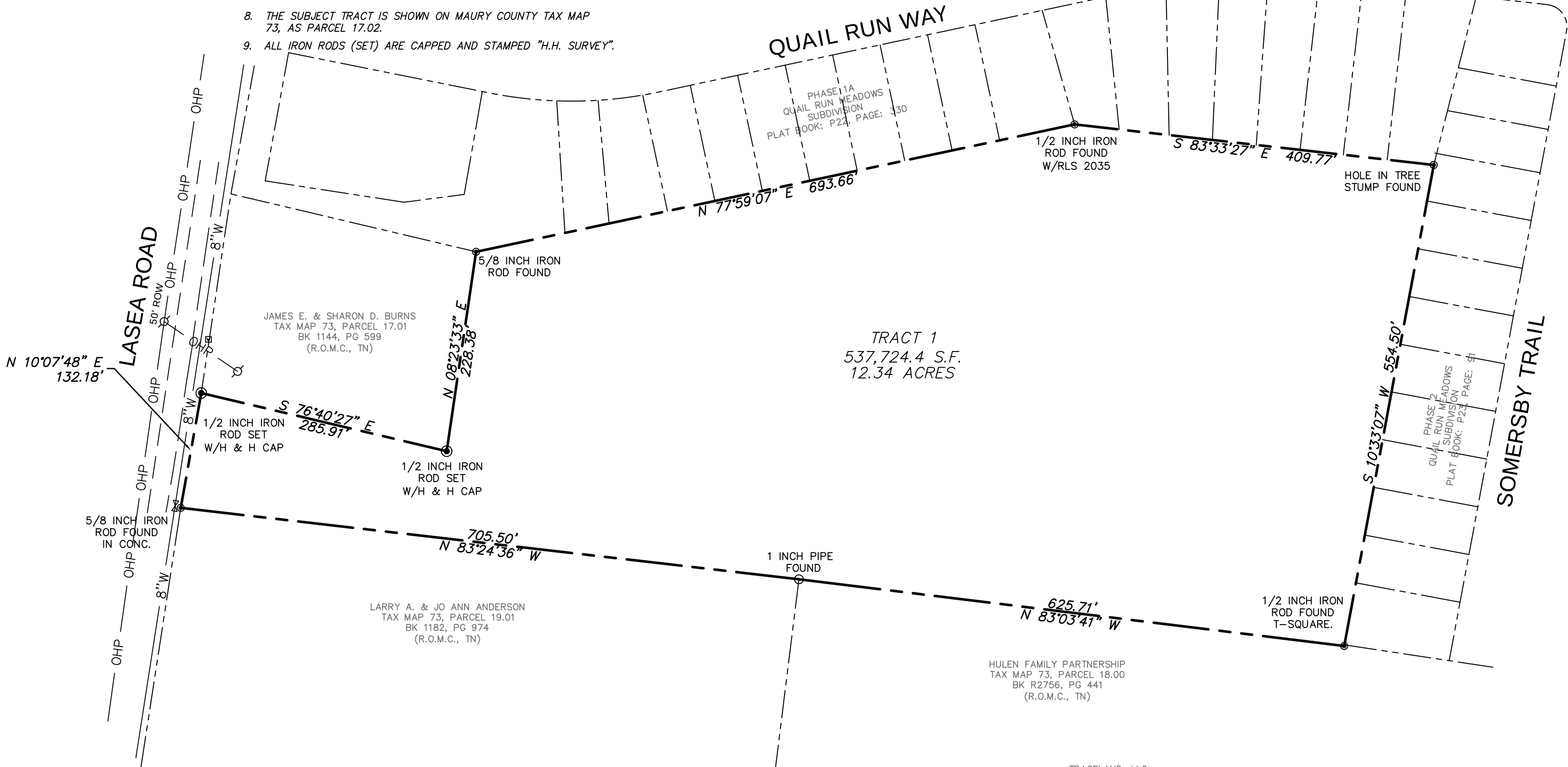


IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
TENNESSEE ONE CALL
IT'S THE LAW



I HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF TENNESSEE, THE WITHIN SURVEY REPRESENTS A CATEGORY I SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH T.C.A. SECTION 0820-3 AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY EXCEEDS 1:10,000. THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 01/29/2024.

DAVID LEE CYPHERS
RLS NUMBER 2779
DATE: MAY, 01, 2024



BOUNDARY SURVEY

THE MIKE SPARKS PROPERTY
0 LASEA ROAD
SPRING HILL, MAURY COUNTY, TENNESSEE
TAX MAP 73, PARCEL 17.02
RECORD BOOK R2379, PAGE 457-(R.O.M.C., TN)

DRAWN BY: TSH CHECKED BY: DLC

Scale : 1" = 100'

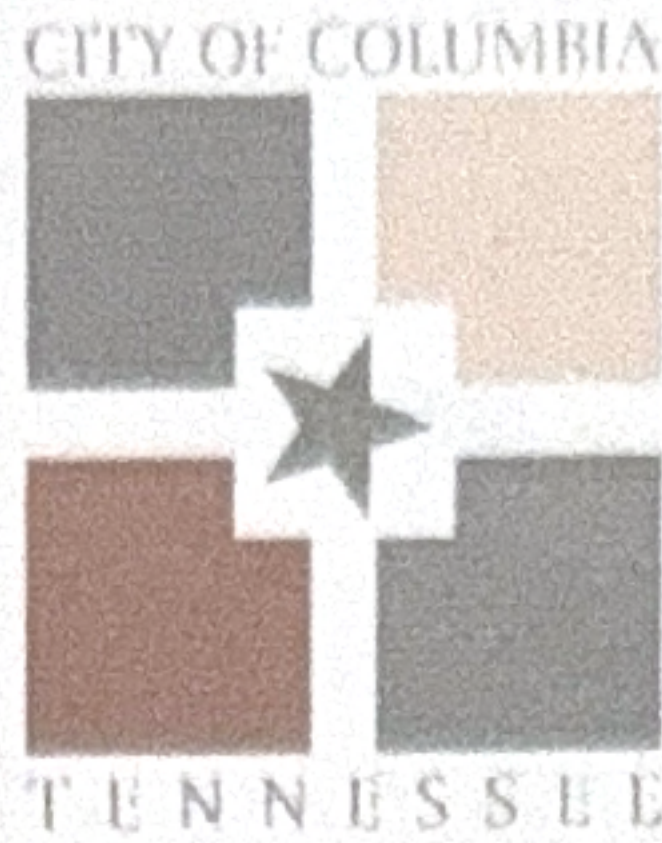


DATE: MAY, 01, 2024

REVISIONS

BY CHANGE

JOB NO. 2023-0498
SHEET 1 OF 1



DEVELOPMENT SERVICES

I, Mike Sparks being the sole owner of the Lasea Rd ^{Property} more particularly described as 17.02 on Plat of Record in Plat Book 2963 Page 1406 in the Maury County Register of Deeds office, do hereby, formally, request that the City of Columbia, Tennessee annex such property into such City.

Mike Sparks
Print Name

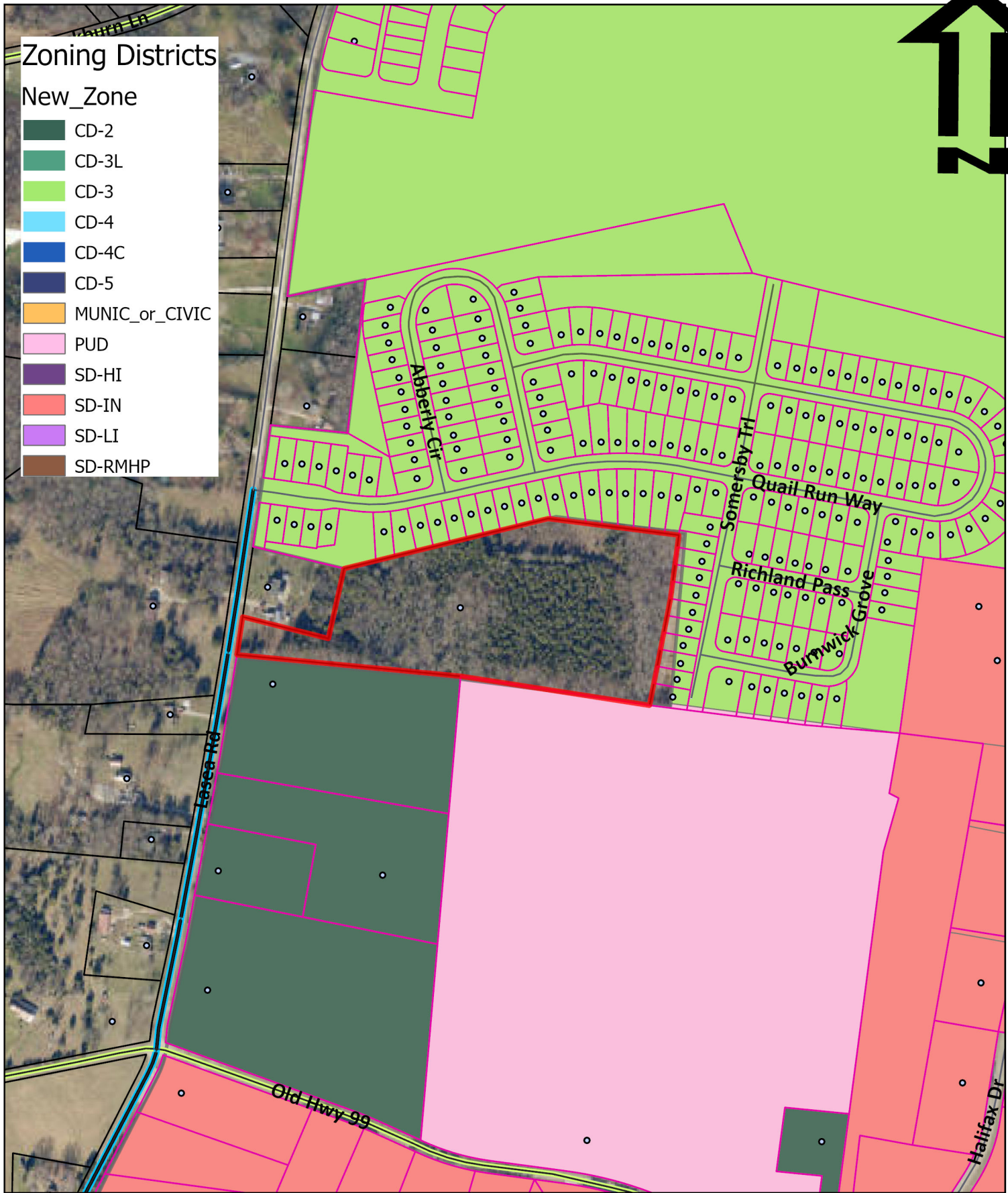
10/10/2025
Date

[Signature]
Signature

STAFF USE ONLY

Docket Number:

Requested Agenda:



Resolution No. 25-70 - Exhibit C

Lasea Road
Tax Map 73 Parcel 17.02

Development Services
700 N. Garden St.
(931) 560-1560
www.columbiatn.gov



PLAN OF SERVICES

FOR ANNEXATION & REZONING

Lasea Road PROPERTY

+/-12.4 ACRES,

BEING

TAX MAP 73 PARCEL 017.02

(25-0275)

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In summary, the members of the Columbia Fire & Rescue consider it an honor to serve the residents and visitors in our community each and every day. When an emergency occurs, time is our worst enemy. Columbia firefighters train to reduce every second while not posing any additional undue risk to firefighters and/or the public when responding to or working at an emergency incident. The times estimated in the referenced examples are a combination of averages and estimations. Our department has very little data to support incident responses to your location. The time estimations are based on the fire companies being at their regular station, time it takes for Maury 911 to process a 911 call, the time it takes for Columbia firefighters to board the apparatus and leave the station, and the travel time from the station to your location is an estimate based on road miles, probable traffic conditions, and road conditions. You can see by the examples referenced above that it will take time for Columbia Fire & Rescue to receive your call for help and then respond to your location. The roadways have considerable driveway/cross street connections, hills, curves, and reduced speed zones that contribute to a long response time for fire apparatus to arrive.

E. Development Services

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3. The code administration jurisdiction of the City will extend to the annexed areas immediately upon the effective date of the annexation.
4. Upon the effective date of annexation, all development will be required to abide by the Columbia Zoning Ordinance.

F. Streets

1. Upon acceptance by City Council and all warranties have expired; all streets and drainage systems will be maintained by Public Works. Service will include street sweeping, catch basin cleaning, street repair and snow removal drainage maintenance, and sidewalk repair.
2. Upon acceptance by City Council, all approved street signs will be maintained by Public Works.

G. Parks and Recreation

Residents of the annexed areas may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present City will be followed in expanding the recreational program and facilities in the enlarged City.

H. Refuse Collection

Single family homes will receive City of Columbia trashcan service. Residential customers will be issued one 96-gallon garbage receptacle with the option to purchase up to two additional garbage receptacles. The Sanitation Department will provide weekly curbside garbage collection. Bi-weekly curbside recycling will be offered on a subscription basis. Brush collection will be provided on a bi-weekly basis. Residents are allotted three free bulk item pickups per year.

I. Power

Duck River Electric Membership Corp have the ability to serve this development. You will need to reach out to thooper@dremc.com and cisley@dremc.com to get started.

J. Schools

This property falls under the jurisdiction of Maury County Public School System.

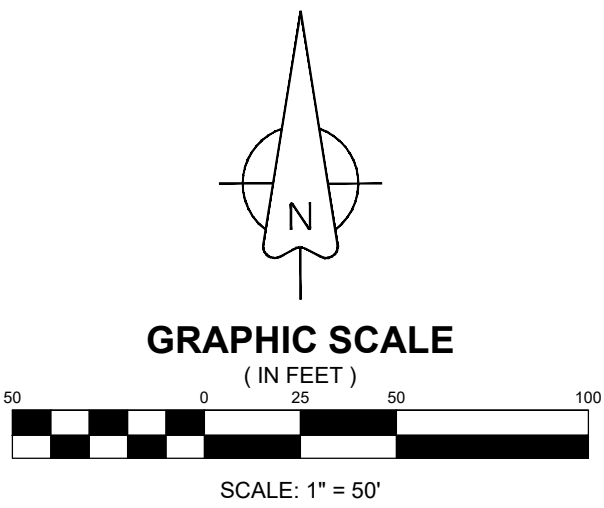
The development combined with current neighborhoods and additional approved developments in these zones may require either new construction or realignment of school zones to accommodate new students.

P:\Projects\2024\0813 1616 Lasea Rd. - Mike Sparks\Reference\24-0813 Concept Plan.dwg, 1/8/2025 8:35:02 AM



FLOOD NOTE THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS "ZONE X" AS EVIDENCED ON FEMA PANEL # 4711PC0195E OF CITY OF COLUMBIA, MAURY COUNTY, TN, DATED 04/16/2007.	
OWNER OF RECORD	
SPARKS MIKE & DARYL HANKINS LASEA RD SPRING HILL, TN 37174 DEED BOOK 2963, PAGE 1406, R.O.M.C.	
APPLICANT	
T-SQUARE ENGINEERING 111 SE PARKWAY COURT FRANKLIN, TN 37064 615.678.8212	

TRACELAND, LLC
TAX MAP 99, PARCEL 29.05
BK 7090, PG 511
(R.O.W.C., TN)



REVISIONS	
NO.	DATE

DATE: 09/06/2024	SCALE: AS SHOWN	DRAWN BY: T-SQUARE	REVIEWER: LTS
CONCEPT PLAN			
MAP 073, PARCEL 017.02			
COLUMBIA, TENNESSEE			

PROJECT	
24-0813	
SHEET	
C-0.0	



1616 LASEA ROAD

1616 Lasea Road Annexation & Rezoning

Project #:	25-0275	Location:	Tax Map 73 Parcel 017.02
Applicant:	Louis Sloyan	Case Type(s):	Annexation & Rezoning
Staff Planner:	Charles Rush	Proposed Use:	Residential

PROJECT SUMMARY

The applicant requests annexation with a plan of services for 12.4 acres located on Lasea Road (just north of the I-65 Bear Creek Pike exit). With this annexation request, a zoning of CD-3 has been requested.

- The subject site is located on the north-west side of the Bear Creek Pike/I-65 exit.
- The subject property is adjacent to the city limits both north and south. Immediately adjacent to the Quail Run Meadows Subdivision.
- The Development Review Committee (DRC) evaluated this application at its August 2025 meeting with comments associated with the request.
- A conditional water availability letter has been issued by CPWS. The letter noted the following: the current CPWS system is only able to support a fire flow up to 850 gpm within the development until a (planned) water main connection on Blackburn Road at Clara Mathis Road, then the system will be able to support fire flows above 1,000 gpm at this development project location. The timing of the water system improvements on Blackburn Road is not known, but a rough estimate is within the next 2 years. If sprinkler systems are requested or required, separate fire meters with backflow devices will be required to serve the proposed project.
- A concept plan, which was submitted, indicates 31 total lots. This concept plan is non-binding.
- The proposed development is consistent with the future land use map (located in Connect Columbia) and is labeled as being Suburban Neighborhoods (SN). SN indicates which Character Districts align with this development pattern. CD-3 is permitted within the SN designation.
- 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.
- 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
County	Vacant	Residential	+/- 12.4 acres



FUTURE LAND USE MAP

ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES

	Future Land Use	Zoning	Current Use
Subject Property	Suburban Neighborhood	County	Vacant
North	Suburban Neighborhood	CD-3	Single-Family Residential
South	City Center & Urban Village	CD-2	Single-Family Residential
East	City Center & Urban Village	Civic	Vacant
West	Rural Transitions	County	Single Family Residential/Vacant

CONSISTENCY WITH CONNECT COLUMBIA

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

Suburban Neighborhoods

Character & Intent

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

Land Use Considerations

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



Form & Pattern

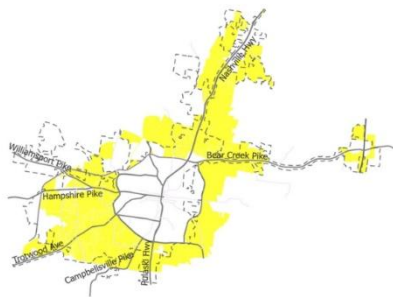
The SN future land use area is characterized by the organization of the built environment to extend a succession of large-lot neighborhoods and compact walkable neighborhoods. Development parcels extend established neighborhood patterns. Leap-frogging development is inappropriate. The SN future land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

Implementing Districts

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

Implementing Standards

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





Land Use: A Guide for Orderly & Beneficial Growth | 36

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 concept plan indicates that the property can be developed within the Character Neighborhood District (CD-3).

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

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

- **Engineering:** Provide ROW/roadway connection to south and north properties (17.01 & 19.01).
- **Planning:** No Comments.
- **Fire Marshal:** No comments.
- **Columbia Water:** The availability of capacity to serve is based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application. Any off-site improvements detailed in the availability letter are the responsibility of the developer/owner. All public water system improvements are subject to the preparation and approval of detailed construction plans prepared in accordance with CPWS and Tennessee Department of Environment and Conservation requirements.
- **Wastewater:** No comments

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its August 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 school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.*

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:

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.**

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.