City of Columbia City Council
Study Session Agenda
February 5, 2026 - 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

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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 ORDINANCE NO. 4578 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE COMMERCIAL DOWNTOWN HISTORIC DISTRICT OVERLAY TO INCLUDE PROPERTY AT 810 WOODLAND STREET, BEING TAX MAP 99A GROUP K PARCEL 11.00 - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.**

   RECOMMENDATION: Conduct the Public Hearing.

   INFORMATION: The applicant is requesting the aforementioned property be incorporated into the City's Downtown Commercial Historic District overlay. This request was reviewed at the December Historic Zoning Commission and recommended. It was also reviewed at the January Planning Commission meeting and recommended for approval. The required notice of public hearing was advertised January 21, 2026 in Main Street Maury.

   ATTACHMENTS: PH Staff Report Ordinance No. 4578, Ordinance No. 4578, Ordinance No. 4578 Exhibit A, DS Staff Report.

2. **PUBLIC HEARING ON ORDINANCE NO. 4582 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE MORNING POINTE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN, FORMERLY PART OF THE RUTHERFORD LANE WESTFIELD PARK MIXED USE PUD, OFF RUTHERFORD LANE AND WESTFIELD DRIVE, BEING A PORTION OF TAX MAP 112 PARCEL 3.07- WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.**

   RECOMMENDATION: Conduct the Public Hearing.

   INFORMATION: The applicant is requesting approval of a Preliminary PUD Master Plan for a portion of property off Rutherford Lane and Westfield Drive. Originally part of a 1986 mixed used PUD, the property was not developed as such and the master plan expired. This proposal is for two group facility structures that was reviewed at the January 14, 2026 Planning Commission. The Planning Commission did request

changes to the façade along Westfield Drive and with that they recommended approval by a vote of four to zero with two abstenations. The required notice of public hearing was advertised January 21, 2026 in Main Street Maury.

ATTACHMENTS: PH Staff Report Ordinance No. 4582 , Ordinance No. 4582, Ordinance No. 4582 Exhibit A, DS Staff Report.

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION BY PHIL SANCHEZ OF THE BRIDGE CHURCH.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

5.1. PRESENTATION REGARDING THE UPDATE ON THE MAURY COUNTY SENIOR CITIZENS CENTER FROM STEVE THOMAS (FOR STUDY SESSION ONLY).

5.2. PRESENTATION OF THE ECONOMIC IMPACT AWARD PRESENTED TO THE CITY OF COLUMBIA PARKS & RECREATION DEPARTMENT (REGULAR MEETING ONLY).

5.3. 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 JANUARY 8, 2026 CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: January 8, 2026 City Council Minutes.

6.2. APPROVE THE RATIFICATION OF RETIREMENT BENEFITS FOR TERRY BOATRIGHT, PLANT OPERATOR, WASTEWATER, AND

PRESENTATION OF RETIREMENT PLAQUE BY MAYOR MOLDER - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: Terry Boatright has been an employee of the City of Columbia for 24 years. His effective retirement date is January 29, 2026 with pension payments to begin on February 1, 2026.

ATTACHMENTS: Staff Report Terry Boatright.

6.3. CONFIRMATION OF MAYOR'S REAPPOINTMENT OF JADONNA SECREST TO THE COLUMBIA HOUSING AND REDEVELOPMENT CORPORATION FOR A FIVE-YEAR TERM THAT BEGAN ON JANUARY 14, 2026 AND EXPIRES ON JANUARY 14, 2031.

RECOMMENDATION: Approve.

6.4. APPROVE THE APPOINTMENT OF REBECCA KOJETIN TO THE CITY OF COLUMBIA ARTS COUNCIL BEGINNING ON FEBRUARY 12, 2026 AND EXPIRING ON JUNE 13, 2029.

RECOMMENDATION: Approve.

6.5. APPROVAL OF RETIREMENT BENEFITS FOR DARREL SOUTH, RECREATION AIDE II, PARKS AND RECREATION - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: Darrel South was an employee of the City of Columbia for 24 years. His effective retirement date is February 4, 2026 with pension payments to have begun on March 1, 2026.

ATTACHMENTS: Staff Report Darrel South.

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF DECEMBER 2025 IN THE AMOUNT OF $13,144,601.49 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: December 2025 Disbursements.

7.2. APPROVE PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE 1ST & 2ND QUARTER OF FY 2026 $121,000.00 - FINANCE.

RECOMMENDATION: Approve.

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

The 2016 contract extension terminated on October 2, 2018. The City's FY 2026 budget includes $242,000 for the City's contribution towards facility operations, or $60,500 per quarter. An invoice has been received for the first and second quarter of FY 2026, which exceeds $60,5000. The invoice and supporting documentation have been reviewed by Finance.

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

CERTIFICATION: The Chief Financial Office certifies that $121,000 is budgeted and unencumbered in General-Misc. – Animal Services.

ATTACHMENTS: Staff Report Animal Services Facility, FY 2026 Quarter 1, FY 2026 Quarter 2.

7. 3. APPROVE THE ANNUAL RENEWAL OF LIABILITY AND AUTO INSURANCE WITH PUBLIC ENTITY PARTNERS IN THE AMOUNT OF $578,175 - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia obtains several lines of insurance coverage through Public Entity Partners (PEP), formerly the TML Risk Management Pool, for the purpose of managing risk. The policy renewal for liability (general, law enforcement, errors and omissions and automobile) and auto physical damage coverage is

January 1st of each year. An invoice for premium renewal for liability and auto insurance has been received from PEP and is due for payment.

The total annual premium due for 2026 is $593,069 which includes a $14,894 member dividend credit in 2026. The member dividend credit issued in 2025 totaled $15,231. Prior year net premiums, i.e., premium after member dividend credit, for the past five (5) years, plus the proposed year, were as follows:

2026	$593,069	$14,894	$578,175
2025	$498,989	$15,231	$483,758
2024	$481,911	$0	$481,911
2023	$404,178	$43,544	$360,634
2022	$389,337	$46,359	$342,978

The net premium cost after the member dividend credit is applied for 2026 ($578,175) increased approximately 19.5% compared with the prior year's net premium amount ($483,758). The member dividend credit decreased from $15,231 to $14,894.

The premium increase from 2026 follows from increases across various types of general liability coverage, an 18% "combined liability" increase. The City also experienced a relatively high claims year in 2025, which led PEP to increase premiums for coverage.

A breakdown of cost by fund is as follows:

General Fund	$436,005
Sanitation Fund	$74,570
Wastewater Fund	$67,600
Total	$578,175

Deductible amounts for liability coverage lines are $5,000 per occurrence, with a $1,000 deductible for auto physical damage. Only vehicles valued over $3,500 are included in the physical damage coverage.

The City Council is requested to approve the renewal of City liability

and automobile physical damage insurance and to authorize payment to PEP in the amount of $578,175.

CERTIFICATION: The Chief Financial Officer certifies that following funds are budgeted and unencumbered within the Insurance Premium line items in the General ($436,005), Sanitation ($74,570) and Wastewater ($67,600) funds.

ATTACHMENTS: Staff Report Insurance Renewal, Insurance Renewal Invoice.

7.4. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE MULETOWN BASEBALL LEAGUE FOR THE 2026 SEASON - WARD 3 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Mule Town Baseball League is requesting their annual Non-Exclusive Use Permit with the City of Columbia to utilize Fairview Park T-Ball Fields and the Baseball Field for the 2026 season for practices and games.

The Mule Town Baseball League provides the youth of Columbia and Maury County with another venue to learn and enjoy the experience of playing baseball in an organized environment. In lieu of paying user fees, the Mule Town Baseball League will be responsible for preparing the field for practice and league games.

There will be no fees collected for use of the facilities.

ATTACHMENTS: Staff Report Muletown Baseball Non-Exclusive, Muletown Baseball League Non-Exclusive Use and Occupancy Permit with insurance.

7.5. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA SOCCER ASSOCIATION FOR THE 2026 SEASON - WARDS 1 AND 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Columbia Soccer Association is requesting the renewal of their annual Non-Exclusive Use and Occupancy Permit to utilize Cook Soccer Park and the Ridley Sports Complex soccer fields for the 2026 season. As in past years, in lieu of paying user fees, Columbia Soccer Association agrees to absorb expenditures to provide all turf management required to maintain the immediate playing surfaces at Cook Soccer Park; mowing, trimming, fertilization, weeding and marking fields for play. The Association will also assist with the litter pickup and janitorial upkeep as required for the restrooms and park areas near the fields. The City will maintain the park features up to the perimeter of each playing field.

ATTACHMENTS: Staff Report, Non-Exclusive Columbia Soccer with insurance.

7.6. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA GIRLS FASTPITCH ASSOCIATION FOR THE 2026 SEASON - WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Columbia Girls Fastpitch Association is requesting their annual Non-Exclusive Use Permit with the City of Columbia to utilize Ridley Sports Complex for the 2026 season for practices and games. Once approved, the permit will cover their annual facility needs.

CGFPA and the Columbia Parks and Recreation Department amicably agree on the recommended user fees for each season. Families that express a need are eligible for discounts and CGFPA does not charge gate fees for any of their events.

ATTACHMENTS: Staff Report Columbia Girls Fastpitch, Non-Exclusive Columbia Girls Fast Pitch with insurance.

7.7. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE EXCEL AQUATICS FOR THE 2026 SEASON - WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Excel Aquatics is requesting an annual Non-Exclusive Use Permit with the City of Columbia to utilize the pools at The Columbia Aquatics and Recreation Center for their swim services, practices and swim meets for the 2026 season. Once approved, the permit will cover their annual facility needs.

Excel Aquatics and the Columbia Parks and Recreation Department amicably agree on the recommended user fees for each season. The organization will give back 25% of their revenues to the City along with charging the center membership fees for their participants.

ATTACHMENTS: Staff Report Excel Aquatics, Non-Exclusive Excel Aquatics with insurance.

7.8. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA AMERICAN LITTLE LEAGUE FOR THE 2026 SEASON - WARD 3 AND 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Columbia American Little League is requesting an annual Non-Exclusive Use Permit with the City of Columbia to use Buck Davis Field at Eva Gilbert Park and Ridley Sports Complex for their practices and games for the 2026 season. Once approved, the permit will cover their annual facility needs.

Columbia Little League and the Columbia Parks and Recreation Department amicably agree on the recommended user fees for each season. The league does not charge a gate fee for any of their events.

ATTACHMENTS: Staff Report Columbia Little League, Non-Exclusive Columbia American Little League with Insurance.

7.9. APPROVE AND AUTHORIZE THE MAYOR TO SIGN CONTRACT AMENDMENT NO. 7 OF JOB NUMBER 20199 BETWEEN THE CITY OF COLUMBIA AND LOSE DESIGN FOR PROFESSIONAL SERVICES FOR THE MULTIPLE RENOVATIONS OF THE

COLUMBIA AQUATICS AND RECREATION CENTER NOT TO EXCEED $50,000 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Lose Design, provider of architecture, civil engineering, landscape architecture, and land planning services, offers this contract amendment No. 7 (20199) to offer extended professional services for the project in Columbia, Tennessee beyond the previous scope established in Contract Amendment 5. Columbia P&R is seeking multiple renovations to the Columbia Aquatics and Recreation Center. Lose Design will develop an additional construction scope based on a budget not to exceed $50,000. The attached amendment outlines the scope of services and fees for the design and development of construction documents, permitting, bidding and construction administration for the project.

CERTIFICATION: The Chief Financial Officer certifies that $50,000 is budgeted and unencumbered in Capital Projects-Parks Admin – Parks & Recreation Facilities.

ATTACHMENTS: Staff Report Lose Design, Lose Design Contract Amendment No. 7.

7.10. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A REVISION TO THE CONTRACT BETWEEN LOCALITY MEDIA, INC DBA FIRST DUE AND THE CITY OF COLUMBIA FOR AN ADD ON MODULE FOR THE PROACTIVE MONITORING OF RESPONDER HEALTH AND SAFETY INCLUDING EXPOSURE HISTORY ALONG WITH INCIDENT, TRAINING OR EVENT CORRELATION, EXPOSURE TRENDS TO SUPPORT COMPLIANCE WITH ORGANIZATIONAL HEALTH AND SAFETY INITIATIVES - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: February 13, 2025, the City Council approved the contract between Locality Media, Inc DBA First Due and the City of Columbia to provide software services for Columbia Fire & Rescue. This software program replaced ESO Solutions which provided incident reporting, medical reporting, reporting to the state,

properties and inspections for Fire Marshal Office, personnel management and data analytics.

Columbia Fire & Rescue requests this add-on module to First Due software which will allow proactive monitoring of first responder health and safety including exposure history along with incident, training or event correlation, exposure trends to support compliance with organizational health and safety initiatives.

The cost of the add-on module is $615.

CERTIFICATION: The Chief Financial Officer certifies that $615 is budgeted and unencumbered in Fire Suppression-Software.

ATTACHMENTS: Staff Report, First Due Add-on Quote.

7.11. APPROVE REIMBURSEMENT IN THE AMOUNT OF $16,650 TO LPT, LLC FOR SURETY RELEASE FOR GREYSTONE SUBDIVISION - DEVELOPMENT SERVICES DEPARTMENT - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve release of remaining surety bond.

INFORMATION: On April 20, 2017, a Business Surety check in the amount of $166,500 was received from LPT, LLC to ensure the completion of roads, striping, signage, drainage, grading, street lighting, landscaping and offsite improvements for Greystone Subdivision. Preliminary Acceptance was granted to LPT, LLC on September 20, 2023, and the Surety Bond was reduced by 90% for the 12-month maintenance period.

Final Acceptance has been requested, and upon inspection of the public roads and drainage, LPT, LLC has requested release of the remaining surety in the amount of $16,650.

CERTIFICATION: The Chief Financial Officer certifies that $16,650 is available and unencumbered in Letters Of Credit/Surety Bonds.

ATTACHMENTS: Staff Report Greystone Subdivision Surety Release, Greystone Subdivision Preliminary Acceptance Letter,

Greystone Subdivision Final Acceptance Request, Greystone Subdivision Surety LPT, LLC.

7.12. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH QUALITY MANAGEMENT SERVICES, LLC. IN THE AMOUNT OF $14,500 TO INCLUDE REIMBURSEMENT OF TRAVEL EXPENSES TO PROVIDE STRATEGIC PLANNING CONSULTING SERVICES TO THE CITY OF COLUMBIA - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: We are requesting the agreement with Quality Management Services, LLC. in the amount of $14,500 to include reimbursement of travel expenses to provide strategic planning consulting services to the City of Columbia be approved.

CERTIFICATION: The Chief Financial Officer certifies that $14,500 is budgeted and unencumbered in General-City Council – Prof Service.

ATTACHMENTS: Staff Report - Quality Management Services, Quality Management Services Agreement.

7.13. ACCEPTANCE OF ANNUAL REPORTS OF CITY OF COLUMBIA EMPLOYEE'S RETIREMENT PLAN FUND AND THE CITY OF COLUMBIA, TENNESSEE RETIREMENT HEALTH INSURANCE POST-EMPLOYMENT BENEFIT TRUST FOR THE PERIOD ENDING DECEMBER 31, 2025 - CITY RECORDER'S OFFICE.

The Trustees of the City of Columbia, Tennessee Employees' Retirement Plan Fund annually submit reports to the City Council regarding the City Retirement Plan and the Retirement Health Insurance Post-Employment Benefit Trust. A summary of the revenues, expenditures and balance for the City of Columbia Employee's Retirement Plan Fund is being provided from the inception of the plan on July 1, 1974, through December 31, 2025, and a summary of the revenues, expenditures and the balance of the City of Columbia, Tennessee Retirement Health Insurance Post-Employment Benefit Trust, opened August 8, 2008, through December 31, 2025. These reports are required by Ordinance to

assist the City Council in the fiduciary responsibility for management of pensions funds.

ATTACHMENTS: Staff Report - 2025 Retirement reports, 2025 Annual Report of City of Columbia Employees Retirement Plan Fund, 2025 Annual Report of City of Columbia Retirement Health Ins Post Employment Benefit Trust Fund.

7.14. APPROVE THE PURCHASE OF DESKTOP, TOWERS, TABLETS AND ACCESSORIES FROM DELL TECHNOLOGIES IN THE AMOUNT OF $227,935.43 - MIS.

RECOMMENDATION: Approve.

INFORMATION: The Purchasing Agent approved the National Cooperative Purchasing Alliance contract bid NCPA #01-42 is an 8-year term, date to date. The vendor of record for the contract is Dell, Inc.

Per Quote 3000198625540.01 $227,935.43.

The total award bid is $227,935.43 to Dell Technologies for the items listed here per NCPA Contract Bid #01-42. The purchases will be allocated to the General Fund ($227,935.43).

CERTIFICATION: The Chief Financial Officer certifies that $227,935.43 is budgeted and unencumbered in Capital Projects-MIS – Computer Equipment.

ATTACHMENTS: Staff Report MIS, Quote 3000198625540.1.

7.15. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF COLUMBIA, TENNESSEE AND THE CITY OF SPRING HILL, TENNESSEE - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the City Council to approve the Reimbursement Agreement between the City of Columbia, Tennessee and Spring Hill, Tennessee. This is for Engineering services to J.R. Wauford for the

evaluation of Columbia's Wastewater collection system. This evaluation will determine the feasibility and infrastructure upgrades required to transport up to 1.5 MGD from the City of Spring Hill to the City of Columbia's Wastewater system for treatment.

ATTACHMENTS: Staff Report Reimbursement Agreement between the City of Columbia, Tennessee and the City of Spring Hill, Tennessee, Reimbursement Agreement with Spring Hill Sewer., Exhibit A J.R. Wauford & Company Agreement for Engineering Services Evaluation of Wastewater Collection System to Assist Spring Hill

7.16. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF COLUMBIA AND J.R. WAUFORD & COMPANY FOR THE EVALUATION OF COLUMBIA'S WASTEWATER COLLECTION SYSTEM TO ASSIST THE CITY OF SPRING HILL BY ACCEPTING A PORTION OF THEIR RESIDENTIAL SANITARY SEWER - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department request the City Council approve the Mayor signing the agreement between the City of Columbia and J.R. Wauford & Company for engineering services associated with the evaluation and recommendation of capital improvements to Columbia's sanitary sewer infrastructure to assist the City of Spring Hill by accepting a portion, up to 1.5 MGD, of their residential sanitary sewer.

ATTACHMENTS: Staff Report JR Wauford Agreement, JR Wauford & Company Agreement.

8 ADMINISTRATION.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 26-05 – TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-05.

INFORMATION: The City Recorder is presenting tax corrections through 1/21/2025 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 26-05, Resolution No. 26-05 Tax Corrections, Resolution No. 26-05 Exhibit A.

9.2. RESOLUTION NO. 26-06 - A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS SERVING POLK PLACE SUBDIVISION, PHASES 1, 2A, 2B, AND 3, FOR OWNERSHIP AND MAINTENANCE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 26-06

INFORMATION: This Resolution refers to the acceptance of public streets and drainage improvements serving Polk Place Subdivision, Phases 1, 2A, 2B, and 3, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the public streets and drainage improvements.

ATTACHMENTS: Staff Report Resolution No. 26-06, Resolution No. 26-06, Polk Place Ph. 1 - Final Plat, Polk Place Ph. 2A - Final Plat, Polk Place Ph. 2B - Final Plat, Polk Place Ph. 3 - Final Plat.

9.3. RESOLUTION NO. 26-07 – SPECIAL ASSESSMENT CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-07.

INFORMATION: The City Recorder is presenting special assessment corrections for Council consideration. The items include property assessments that the City has on the books that were assessed to the former property owner as well as property assessments that were billed in error.

ATTACHMENTS: Staff Report Resolution No. 26-07, Resolution No. 26-07, Resolution No. 26-07 Exhibit A and B.

9.4. RESOLUTION NO. 26-08 - A RESOLUTION ACCEPTING A DONATION OF $300 FROM MID SOUTH ELECTRIC FOR THE

PARKS & RECREATION STAFF LUNCHEON. - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 26-08.

INFORMATION: The City of Columbia is requesting to receive a donation from Mid-South Electric in the amount of three hundred dollars ($300) to be used for the Parks & Recreation Departmental staff luncheon.

ATTACHMENTS: Staff Report Resolution No. 26-08, Resolution No. 26-08.

9.5. RESOLUTION NO. 26-09 - A RESOLUTION CONFIRMING COMPLIANCE AND REVIEW OF FINANCIAL POLICIES AND AUTHORIZING AN APPLICATION FOR THE COMPTROLLER'S FINANCIAL EXCELLENCE AWARD - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: Resolution 26-09 confirms compliance and review of Financial Policies and authorizes an application for the Comptroller's Financial Excellence Award.

The Tennessee Comptroller's Office recently announced a call for submissions for the Financial Excellence Award. The Financial Excellence Award recognizes local governments that demonstrate outstanding initiative in implementing and sustaining excellence in the following areas:

- Budget Practices
- Debt Management
- Financial Management
- Financial Oversight and Accountability
- Financial Reporting and Transparency

Local governments that are subject to both audit and budget oversight of the Comptroller's Office may apply for the award. This includes the City of Columbia.

The award submission process require that the City's financial policies be reviewed and updated as needed each year. Each year, the Finance Department reviews these policies, which are attached for reference.

ATTACHMENTS: Staff Report Resolution No. 26-09, Resolution No. 26-09, Fund Balance Policy, Internal Controls Policy, Purchasing Policy and Manual , Investment Policy.

9.6. RESOLUTION NO. 26-10 - A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO APPLY FOR THE 2026 RESCUE SQUAD GRANT PROGRAM APPLICATION AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT - FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 26-10.

INFORMATION: The Tennessee Department of Commerce & Insurance and the Tennessee State Fire Marshal's Office announced applications from rescue squads will be accepted starting January 20, 2026, until February 20, 2026, for $5 million in grant funding through the Rescue Squad Grant Program. Columbia Fire & Rescue is eligible for $41,050 in grant funding with no matching funds required. If approved, grant funding would be utilized by purchasing one Amkus Cutter, one Amkus Spreader, one inflatable Water Raft and ten Rope Harnesses.

Columbia Fire & Rescue is requesting City Council's approval to apply for the 2026 Rescue Squad Grant Program.

ATTACHMENTS: Staff Report Resolution No. 26-10, Resolution No. 26-10.

9.7. RESOLUTION NO. 26-11 - A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS SERVING GREYSTONE SUBDIVISION, FOR OWNERSHIP AND MAINTENANCE. - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 26-11

INFORMATION: This Resolution refers to the acceptance of public streets and drainage improvements serving Greystone Subdivision,

for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the public streets and drainage improvements.

ATTACHMENTS: Staff Report Resolution No. 26-11, Resolution No. 26-11, Greystone Final Plat.

10 ORDINANCES.

10.1. 2ND CONSIDERATION ON ORDINANCE NO. 4579 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY DEANNEXING PROPERTIES LOCATED OFF DARKS MILL ROAD, BEING TAX MAP 52 PARCELS 38.03, 38.05, 38.06 AND TAX MAP 66 PARCELS 1.01, 1.02, AND 1.03. - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4579 on second consideration.

INFORMATION: At the request of the City Council, the Planning Commission reviewed the request to de-annex properties along Darks Mill Road. The request includes multiple properties and ownership. The property was annexed in 1989 as a large parcel containing over 400 acres, but was never developed according to the approved Master Plan. After consideration of the physical limitations for service, the Planning Commission recommended approval 7-0.

ATTACHMENTS: Staff Report Ordinance No. 4579, Ordinance No. 4579, Ordinance No. 4579 Exhibit A, Ordinance No. 4579 Exhibit B, Ordinance No. 4579 DS Staff Report.

10.2. 2ND CONSIDERATION OF ORDINANCE NO. 4580 - AN ORDINANCE FOR THE ABANDONMENT OF A RIGHT OF WAY BEING COLUMBIA ROCK PRODUCTS ROAD AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER QUITCLAIM DEEDS TO THE PROPERTY OWNER - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4580 on second consideration.

INFORMATION: The City of Columbia no longer has any use for a portion of the Right-Of-Way on Columbia Rock Products Road. The Right-Of-Way will be given back to the adjacent property owner, being International Church of the Foursquare Gospel.

ATTACHMENTS: Staff Report Ordinance No. 4580, Ordinance No. 4580, Ordinance No. 4580 Exhibit A, Resolution No. 18-37, Ordinance No. 4580 Columbia Rock Products Road ROW Plat.

10.3. 1ST CONSIDERATION ON ORDINANCE NO. 4574 - AN ORDINANCE TO AMEND ORDINANCE NO. 4487, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE FUTURE LAND USE DESIGNATION FOR TAX MAP 112 PARCELS 17 AND 18.02, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE, FROM RURAL TRANSITION TO SUBURBAN NEIGHBORHOODS - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Denial based on Planning Commission Recommendation.

INFORMATION: The applicant is requesting to change the Future Land Use Designation for two properties along Foster Lane from Rural Transition (RT) to Suburban Neighborhoods (SN). The northern property, located at Tax Map 112 Parcel 18.02 in Hunters Glen Subdivision, is already in the city limits and zoned CD-3 (Neighborhood Character District). The property to the south, being Tax Map 112 Parcel 17, is requesting to be annexed and zoned to the CD-3L (Large Lot Character District) and CV (Civic) zoning districts, thus needing a FLU designation amendment to support the zones. The Area of Change policy classifies this area as "Protect". The Planning Commission reviewed this request at the November 12, 2025 meeting and recommended denial by a vote of four to zero with one abstention.

ATTACHMENTS: Staff Report Ordinance No. 4574, Ordinance No. 4574, Ordinance No. 4574 Exhibit A, Ordinance No. 4574 Exhibit B,

Ordinance No. 4574 Concept Plan, Foster Lane Annexation and Rezoning Deferral Request, Ordinance No. 4574 DS Staff Report.

10.4. 1ST CONSIDERATION ON ORDINANCE NO. 4575 - 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. 25-83, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE BEING TAX MAP 112 PARCEL 17 TO CD-3L (LARGE LOT NEIGHBORHOOD CHARACTER DISTRICT) AND CV(CIVIC) - WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Denial based on Planning Commission Recommendation.

INFORMATION: The applicant is requesting to zone property being annexed to CD-3L (Large Lot Neighborhood Character District). The CD-3L district has a maximum density of two (2) units per acre. The concept plan reflects future development of residential lots with civic and open spaces on the 86.7 acre parcel of land. The Planning Commission recommended denial by a vote of four to zero with one abstention at the November 12, 2025 meeting.

ATTACHMENTS: Staff Report Ordinance No. 4575, Ordinance No. 4575, Ordinance No. 4575 Exhibit A, Ordinance No. 4575 Exhibit B, Ordinance No. 4575 Concept Plan, Foster Lane Annexation and Rezoning Deferral Request, Ordinance No. 4575 DS Staff Report.

10.5. 1ST CONSIDERATION ON ORDINANCE NO. 4578, AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE COMMERCIAL DOWNTOWN HISTORIC DISTRICT OVERLAY TO INCLUDE PROPERTY AT 810 WOODLAND STREET, BEING TAX MAP 99A GROUP K PARCEL 11.00 - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance 4578 on first consideration.

INFORMATION: The applicant is requesting the aforementioned property be incorporated into the City's Downtown Commercial Historic District overlay. This request was reviewed at the December Historic Zoning Commission and recommended. It was also reviewed at the January Planning Commission meeting and recommended for approval.

ATTACHMENTS: Staff Report Ordinance No. 4578, Ordinance No. 4578, Ordinance No. 4578 Exhibit A, DS Staff Report.

10.6. 1ST CONSIDERATION OF ORDINANCE NO. 4581 - AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, CAPTIAL PROJECTS, AND GRANTS FUNDS AND ESTABLISH THE DATE OF MARCH 12, 2026 AS THE DATE OF PUBLIC HEARING - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4581 on first consideration and establish the date of March 12, 2026 as the date of public hearing.

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

Within this budget amendment, the following items are included:

- Transfer funds from budgeted reserves ($39,560) for budget request for Police,
- Transfer $38,000 from Development Services to Capital Projects for conference room renovations on first floor.
- Budget $5,000 Fire Dept. donation,
- Budget Violent Crimes Intervention Funds (VCIF) Grant in amount of $1,300,000

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2026 by $1,343,000 to $184,470,940.

ATTACHMENTS: Staff Report Ordinance No. 4581, Ordinance No. 4581, Supporting Documentation, Budget Summary.

10.7. 1ST CONSIDERATON ON ORDINANCE NO. 4582, AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE MORNING POINTE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN, FORMERLY PART OF THE RUTHERFORD LANE WESTFIELD PARK MIXED USE PUD, OFF RUTHERFORD LANE AND WESTFIELD DRIVE, BEING A PORTION OF TAX MAP 112 PARCEL 3.07- WARD 1 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance 4582 on first consideration.

INFORMATION: The applicant is requesting approval of a Preliminary PUD Master Plan for a portion of property off Rutherford Lane and Westfield Drive. Originally part of a 1986 mixed used PUD, the property was not developed as such and the master plan expired. This proposal is for two group facility structures that was reviewed at the January 14, 2026 Planning Commission . The Planning Commission did request changes to the façade along Westfield Drive and with that they recommended approval by a vote of four to zero with two abstenations.

ATTACHMENTS: Ordinance No. 4582 Staff Report, Ordinance No. 4582, Ordinance No. 4582 Exhibit A, DS Staff Report.

11 PUBLIC COMMENT.

12 OTHER BUSINESS.

13 EXECUTIVE SESSION.

14 ADJOURNMENT.

15 UPCOMING EVENTS.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4578, AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE COMMERCIAL DOWNTOWN HISTORIC DISTRICT OVERLAY TO INCLUDE PROPERTY AT 810 WOODLAND STREET, BEING TAX MAP 99A GROUP K PARCEL 11.00.- WARD 3.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting the aforementioned property be incorporated into the City's Downtown Commercial Historic District overlay. This request was reviewed at the December Historic Zoning Commission and recommended. It was also reviewed at the January Planning Commission meeting and recommended for approval. The required notice of public hearing was advertised January 21, 2026 in Main Street Maury.

CERTIFICATION: N/A

ATTACHMENTS: PH Staff Report Ordinance No. 4578; Ordinance No. 4578; Ordinance No. 4578 Exhibit A; DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE COMMERCIAL DOWNTOWN HISTORIC DISTRICT OVERLAY TO INCLUDE PROPERTY AT 810 WOODLAND STREET, BEING TAX MAP 99A GROUP K PARCEL 11.00.

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 the extension of the Downtown Columbia Commercial Historic District overlay on said zoning maps to include property at 810 Woodland Street, being Tax Map 99A Group K Parcel 11.00.

Section 2: Said overlay extension is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia. The location map, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval on the 14th day of January, 2026, and after a public hearing held on the 12th day of February, 2026, 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 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 12th day of March, 2026.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

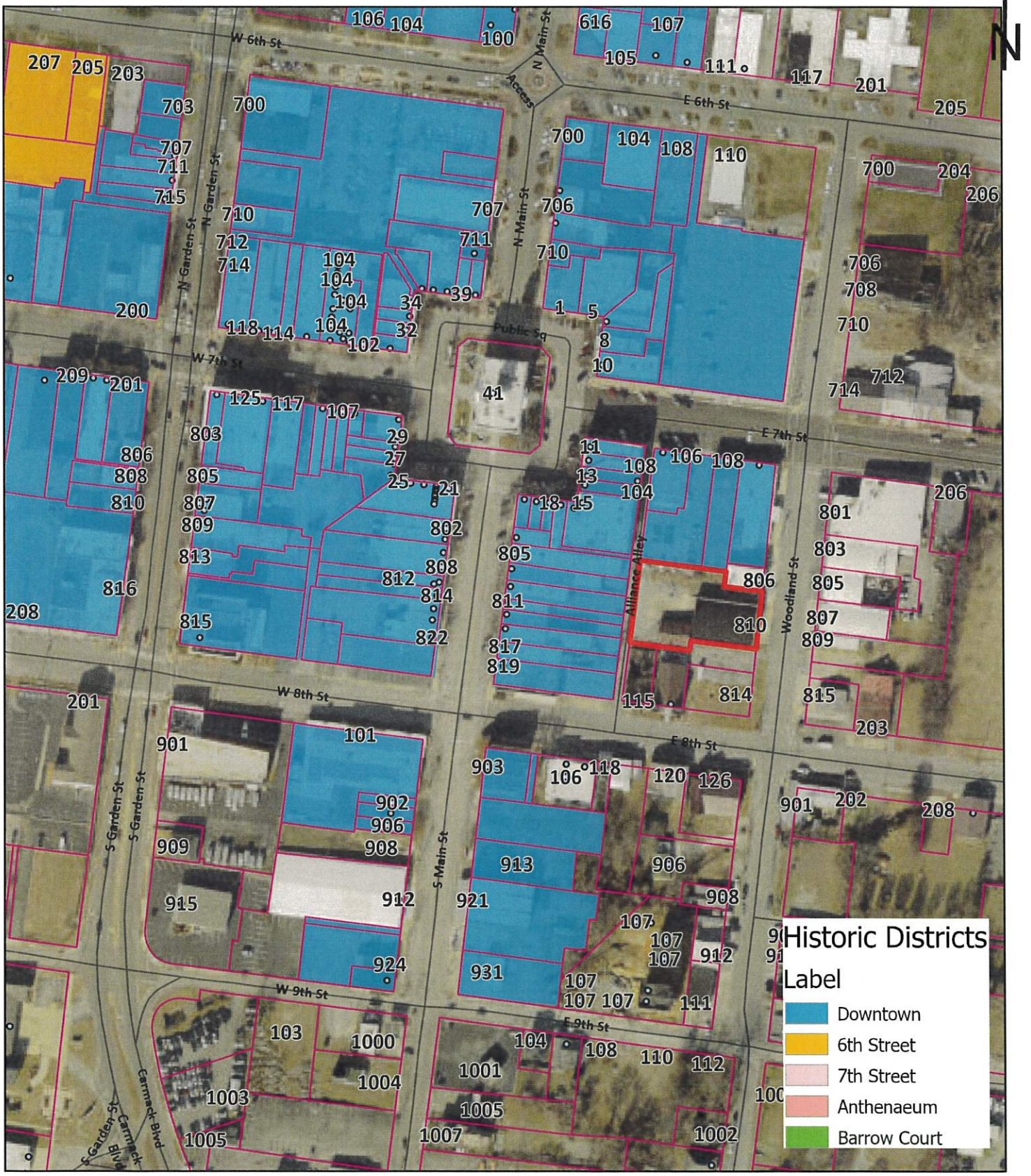
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

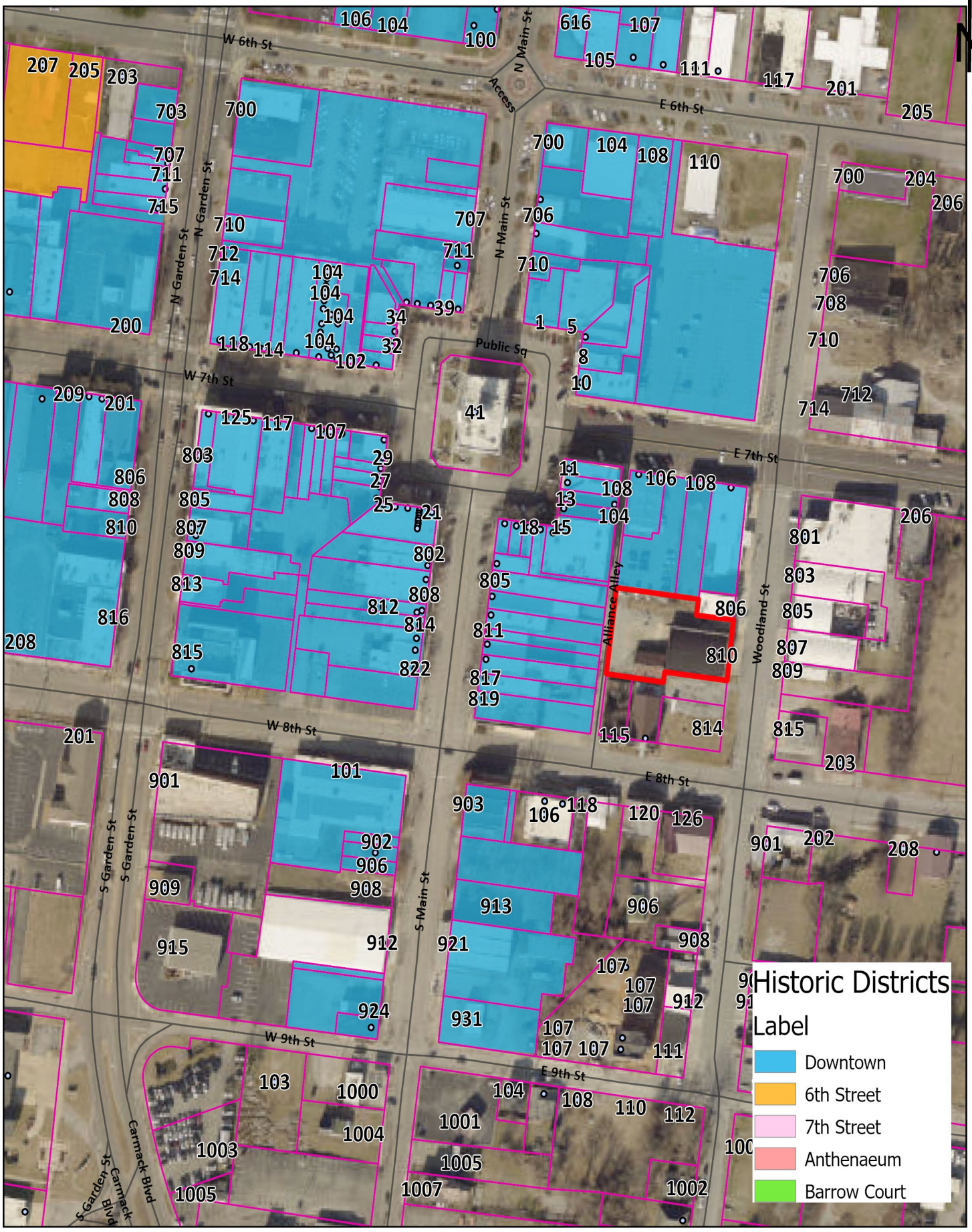
Passed on 1st consideration _____

Passed on 2nd consideration:_____



Case #25-0425
810 Woodland St.
Tax Map 99A Group K Parcel 11

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



Case #25-0425
810 Woodland St.
Tax Map 99A Group K Parcel 11

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

810 Woodland Street

Project #:	25-0425	**Location:**	Tax Map 099A K Parcel 011.00
Applicant:	Kristen Newton, TKC-AE	**Case Type(s):**	Rezone/Map Amendment
Staff Planner:	Robert Archibald, Principal Planner	**Proposed Use:**	Commercial

PROJECT SUMMARY

The applicant requests approval to designate the property at 810 Woodland Street as part of the Downtown Commercial Historic District. Previously the applicant received a favorable recommendation from the Columbia Historic Commission to be accepted into this District as a result of meeting the criteria for designation as defined in the Zoning Ordinance **§ 8.5.12.F.**

- The subject site is located at 810 Woodland Street and is zoned CD-5 (Urban Center Character District).
- The Historic Zoning Commission evaluated this application in December 2025, and submits a favorable recommendation for the rezone request amending the Downtown Commercial Historic District Overlay to include this property.
- The Development Review Committee (DRC) evaluated this application in December 2025.
- Key comments from the DRC are listed in this report. Full technical comments, along with the applicant's responses, are provided in the agenda packet.
- The proposed request conforms to the standards of the Zoning Ordinance. Detailed analysis is provided in the conformity section below.
- The Planning Commission is a **recommending body** for a Rezoning. **Section 8.5.19** of the Zoning Ordinance lists the criteria for Planning Commission action.
- Commentary from professional planning staff is provided below. The commentary identifies recommended conditions of approval.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

COMMENTARY FROM PROFESSIONAL STAFF

The applicant petitioned the Historic Zoning Commission in December 2025 to consider Historic Designation and inclusion of the property located at 810 Woodland Street within the Downtown Commercial Historic District. In support of this request, the applicant submitted documentation demonstrating the property's historical connection to and consistency with the established district boundaries.



The Historic Zoning Commission reviewed the petition in accordance with the criteria set forth in Section 8.5.12 of the Zoning Ordinance and hereby submits a formal favorable recommendation to the Planning Commission for approval of the associated Rezone/Map Amendment to include 810 Woodland Street within the Downtown Commercial Historic District. The Commission finds that the request meets all applicable criteria for Historic designation.

Additionally, staff notes that the building is included in the 2024 Historic Inventory as a property recommended as eligible for Historic designation due to its historic automotive-related association with the area and its satisfaction of the minimum 50-year age requirement, retaining defining characteristics of the 20th-Century Commercial architectural style.





REVIEW PROCESS

The Historic Zoning Commission reviewed the proposed Historic Designation at its meeting in December 2025, as required by section **8.5.12.F** of the Zoning Ordinance. The staff report is included as part of this report.

The Development Review Committee reviewed the proposed Rezone/Map Amendment at its December 2025 meeting, as required by section **8.5.21.K.5** of the Zoning Ordinance. Technical comments are provided in the agenda package and are summarized above.

Section **8.3.3.B.3** of the Zoning Ordinance authorizes the Planning Commission to make "recommendations to the City Council on a Rezone/Map Amendment."

Section **8.5.19.H** of the Zoning Ordinance establish the criteria for Planning Commission review and action on the proposed Rezone/Map Amendment.

8.5.19.H Rezoning

1. Notice Requirements shall be met as described in Section **8.5.4.D**.
2. The Planning Commission shall make its recommendation within 30 days of its initial public hearing. The time period for a recommendation may be altered, as in the case of significant modifications, in which case one additional 30-day period shall be granted before the case shall go to the City Council.
3. When a recommendation is not rendered within the time periods established in this section, the City Council may process the request without a Planning Commission recommendation.
4. The Planning Commission in its review and recommendation, shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:
    a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area, provided the Planning Commission is not obligated to recommend approval of request which would bring existing zoning into conformity with the Comprehensive Plan prior to the time such change is warranted by the findings of **8.5.19.H.4.e and f**.
    b. It has been determined that the legal purposes for which zoning exist, as set forth in Section **1.5**.
    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 degree 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.

Section **8.3.2.B.2** directs the City Council to rend a final decision on the Rezoning/Map Amendment

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** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed Rezone/Map Amendment [,subject to technical comments and other conditions presented by planning staff].

Approve Subject to Conditions:

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** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the proposed Rezone/Map Amendment as presented, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Deny:

Move to deny recommend denial of the requested Rezone/Map Amendment 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** of the City of Columbia Zoning Ordinance are not satisfied: [list any other reasons for denial].

Defer:

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

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4582, AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE MORNING POINTE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN, FORMERLY PART OF THE RUTHERFORD LANE WESTFIELD PARK MIXED USE PUD, OFF RUTHERFORD LANE AND WESTFIELD DRIVE, BEING A PORTION OF TAX MAP 112 PARCEL 3.07- WARD 1.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting approval of a Preliminary PUD Master Plan for a portion of property off Rutherford Lane and Westfield Drive. Originally part of a 1986 mixed used PUD, the property was not developed as such and the master plan expired. This proposal is for two group facility structures that was reviewed at the January 14, 2026 Planning Commission . The Planning Commission did request changes to the façade along Westfield Drive and with that they recommended approval by a vote of four to zero with two abstenations. The required notice of public hearing was advertised January 21, 2026 in Main Street Maury.

CERTIFICATION: N/A

ATTACHMENTS: PH Staff Report Ordinance No. 4582 ; Ordinance No. 4582; Ordinance No. 4582 Exhibit A; DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE MORNING POINTE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN, FORMERLY PART OF THE RUTHERFORD LANE WESTFIELD PARK MIXED USE PUD, OFF RUTHERFORD LANE AND WESTFIELD DRIVE, BEING A PORTION OF TAX MAP 112 PARCEL 3.07.

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 approving the Morning Pointe Preliminary Planned Unit Development Master Plan, formerly part of the Rutherford Lane Westfield Park Mixed Use PUD, off Rutherford Lane and Westfield Drive, being a portion of Tax Map 112 Parcel 3.07.

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

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval, on the 14th day of January, 2026, and after a public hearing held on the 12th day of February, 2026, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

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

a. The proposed PUD Master Plan is in agreement with the Comprehensive Plan and any applicable local area plans;

b. It has been determined that the legal purposes for which zoning exists are not contravened;

c. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 12th day of March, 2026.

_____
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:_____

Know what's below. Call before you dig.

PUD MASTER PLANS FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401
PARCEL ID: 112 00307 000

OWNER
CBP, LLC
COLUMBIA, TENNESSEE 38401

CONTACT: ANDY CRICHTON
931-398-5533

DEVELOPER
MORNING POINTE SENIOR LIVING
2050 UNION PLACE
COLUMBIA, TENNESSEE 38401

CONTACT: FRANKLIN FARROW

CIVIL ENGINEER
FULMER LUCAS ENGINEERING, LLC
2002 RICHARD JONES ROAD - SUITE B200
NASHVILLE, TENNESSEE 37215

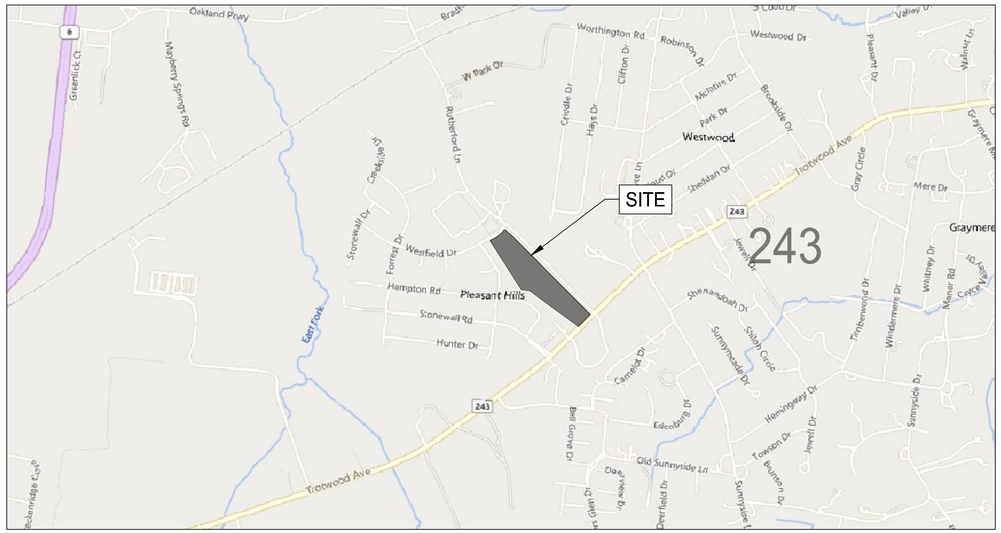
CONTACT: JAY FULMER
615-516-8477

LAND SURVEYOR
M2 GROUP, LLC
1881 GENERAL GEORGE PATTON DRIVE, SUITE 107
FRANKLIN, TENNESSEE 37067

CONTACT: STEPHEN VANDER HORST
931-623-8913

ARCHITECT
NEUHOFF TAYLOR ARCHITECTS, AIA
699 DALLAS ROAD
CHATTANOOGA, TN 37405

CONTACT: RANDALL TAYLOR
423-265-3272



VICINITY MAP
SCALE: 1"=1000'

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
SV-01	TOPOGRAPHIC SURVEY
C1.0	SITE LAYOUT PLAN
C2.0	SITE GRADING, DRAINAGE, & UTILITY PLAN
EP1.0	PHOTOMETRIC PLAN
A1	FLOOR PLAN
A1	FLOOR PLAN 2
A2	BUILDING ELEVATIONS
A2	BUILDING ELEVATIONS 2
L1.0	TREE PRESERVATION PLAN
L1.1	LANDSCAPE PLAN

SURVEY INFO
PROVIDED BY: M2 GROUP, LLC
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

ALBERT DALE LUCAS III — REGISTERED ENGINEER — AGRICULTURE — No. 111995 — 12/15/2025 — STATE OF TENNESSEE

PUD MASTER PLAN FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401

DR.	DATE	DESCRIPTION
JAF	11/17/2025	PUD MASTER PLAN SUBMITTAL
JAF	12/15/2025	PUD MASTER PLAN RESUBMITTAL

COVER SHEET

C0.0

1421-01 MORNING POINTE

Monday, December 15, 2025
11:13 User:jfulmer Z:\Documents\1421-01 Cover Sheet.dwg

Xref: \XXXX-XX_24X36 Title_NCS.dwg

LEGAL DESCRIPTION (PER TITLE COMMITMENT)

THE LAND REFERRED TO HEREIN BELOW IN SITUATED IN THE COUNTY OF MAURY, STATE OF TENNESSEE, AND DESCRIBED AS FOLLOWS:

TRACT III:

PARCEL NO. 1:

BOUNDED ON THE NORTH BY L AND N RAILROAD AND RUTHERFORD LANE; EAST BY CRIDDLE MEADOWS SUBDIVISION AND DR. DAN GRAY; SOUTH BY MT. PLEASANT PIKE OR U.S. NO. 43 HIGHWAY, PLEASANT HILLS SUBDIVISION, J.A. MORGAN AND OTHERS; WEST BY RIDLEY BROTHERS. BEING OF RIDLEY BROTHERS TRACT AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT: THENCE WITH RIDLEY BROTHERS AND GENERALLY FOLLOWING A FENCE NORTH 5 DEGREES 16 MINUTES EAST, 1,127.65 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 87 DEGREES 32 MINUTES WEST, 946.15 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 0 DEGREES 50 MINUTES EAST, 359.97 FEET TO A SPIKE IN THE CENTER LINE OF L AND N RAILROAD; THENCE FOLLOWING A STAKED LINE WITH IRON PINS ALONG CENTER LINE OF L AND N RAILROAD AS FOLLOWS: NORTH 53 DEGREES 29 MINUTES EAST, 2,326.46 FEET, NORTH 56 DEGREES 09 MINUTES EAST, 352.0 FEET; NORTH 59 DEGREES 31 MINUTES EAST, 326.96 FEET; NORTH 62 DEGREES 32 MINUTES EAST, 264.30 FEET; NORTH 65 DEGREES 18 MINUTES EAST, 278.60 FEET; NORTH 67 DEGREES 39 MINUTES EAST, 221.60 FEET TO AN IRON PIN; THENCE LEAVING RAILROAD AND GENERALLY FOLLOWING A FENCE ALONG THE SOUTH MARGIN OF RUTHERFORD LANE SOUTH 87 DEGREES 27 MINUTES EAST, 916.74 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 86 DEGREES 19 MINUTES EAST, 149.18 FEET TO A STAKE; THENCE WITH THE WEST LINE OF CRIDDLE MEADOWS SUBDIVISION SOUTH 4 DEGREES 04 MINUTES WEST, 2,743.39 FEET TO AN IRON PIN; THENCE WITH THE SOUTH LINE OF CRIDDLE MEADOWS SUBDIVISION SOUTH 85 DEGREES 56 MINUTES EAST, 400.0 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 84 DEGREES 29 MINUTES EAST, 221.98 FEET TO AN IRON PIN; THENCE WITH DR. DAN GRAY SOUTH 13 DEGREES 46 MINUTES EAST, 24.80 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 55 DEGREES 24 MINUTES WEST, 95.22 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 42 DEGREES 15 MINUTES EAST, 93.35 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 24 DEGREES 43 MINUTES EAST, 99.95 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 55 DEGREES 50 MINUTES WEST, 178.04 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 39 DEGREES 27 MINUTES EAST, 820.80 FEET TO AN IRON PIN; THENCE WITH THE NORTH MARGIN OF MT. PLEASANT PIKE SOUTH 42 DEGREES 32 MINUTES WEST, 506.57 FEET TO AN IRON PIN; THENCE WITH J. A. MORGAN AND OTHERS NORTH 68 DEGREES 05 MINUTES WEST, 424.19 FEET TO AN IRON PIN; THENCE WITH SAME AND WITH PLEASANT HILLS SUBDIVISION NORTH 57 DEGREES 35 MINUTES WEST, 418.17 FEET TO AN IRON PIN; THENCE WITH PLEASANT HILLS SUBDIVISION NORTH 88 DEGREES 01 MINUTES WEST, 680.26 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 88 DEGREES 21 MINUTES WEST, 514.0 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 88 DEGREES 01 MINUTES WEST, 308.0 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 87 DEGREES 37 MINUTES WEST, 431.0 FEET TO AN IRON PIN; THENCE WITH PROPOSED PLEASANT HILLS SUBDIVISION, SECTION 4; AND J. A. MORGAN AND OTHERS NORTH 87 DEGREES 23 MINUTES WEST, 919.68 FEET TO AN IRON PIN; THENCE WITH J. A. MORGAN AND OTHERS NORTH 86 DEGREES 26 MINUTES WEST, 310.82 FEET TO THE POINT OF BEGINNING.

THERE IS A TVA POWER LINE HAVING A 250 RIGHT-OF-WAY ACROSS THE EAST PORTION OF THE ABOVE DESCRIBED TRACT. THERE IS A 100-FOOT CHARTERED RAILROAD RIGHT-OF- WAY ON THIS TRACT ALONG THE RAILROAD LINE.

PARCEL NO. 2:

BOUNDED ON THE NORTH BY RAYMOND MCMEEN AND TOM BURT; C. C. PINCKNEY; W. CLYDE BAKER AND RUTHERFORD LANE; EAST AND SOUTH BY L AND N RAILROAD AND WEST BY RIDLEY BROTHERS. BEGINNING AT AN IRON PIN IN MCMEEN AND BURT'S SOUTH LINE; SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE WITH MCMEEN AND BURT FARM, C. C. PINCKNEY AND W. CLYDE BAKER GENERALLY FOLLOWING A FENCE SOUTH 87 DEGREES 52 MINUTES EAST, 1079.03 FEET TO AN IRON PIN; THENCE WITH BAKER GENERALLY FOLLOWING A FENCE SOUTH 85 DEGREES 57 MINUTES EAST, 490.23 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 85 DEGREES 46 MINUTES EAST, 371.10 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 5 DEGREES 29 MINUTES EAST, 342.33 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 87 DEGREES 35 MINUTES EAST, 504.44 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 88 DEGREES 15 MINUTES EAST, 300.05 FEET TO AN IRON PIN; THENCE WITH THE SOUTH MARGIN OF RUTHERFORD LANE SOUTH 89 DEGREES 17 MINUTES EAST, 1,160.19 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 87 DEGREES 27 MINUTES EAST, 13.46 FEET TO AN IRON PIN IN CENTER LINE OF L AND N RAILROAD; THENCE WITH THE CENTER LINE OF L AND N RAILROAD FOLLOWING A STAKED LINE WITH IRON PINS AS FOLLOWS: SOUTH 67 DEGREES 39 MINUTES WEST, 221.60 FEET; SOUTH 65 DEGREES 18 MINUTES WEST, 278.60 FEET; SOUTH 62 DEGREES 32 MINUTES WEST, 264.30 FEET; SOUTH 59 DEGREES 31 MINUTES WEST, 326.96 FEET; SOUTH 56 DEGREES 09 MINUTES WEST, 252.0 FEET; SOUTH 53 DEGREES 29 MINUTES WEST, 2,305.30 FEET; THENCE LEAVING RAILROAD AND WITH RIDLEY BROTHERS GENERALLY FOLLOWING A FENCE AS FOLLOWS: NORTH 20 DEGREES 46 MINUTES WEST, 328.63 FEET TO AN IRON PIN; NORTH 32 DEGREES 52 MINUTES WEST, 326.42 FEET TO AN IRON PIN; NORTH 23 DEGREES 49 MINUTES WEST, 428.85 FEET TO AN IRON PIN; NORTH 17 DEGREES 02 MINUTES WEST, 922.55 FEET TO THE POINT OF BEGINNING, THERE IS A 100-FOOT CHARTERED RIGHT-OF-WAY ON THIS TRACT ALONG THE RAILROAD LINE.

TRACT IV:

LOCATED IN THE NINTH (9TH) CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE, NEAR THE INTERSECTION OF WEST PARK DRIVE AND THE L AND N RAILROAD. BOUNDED ON THE NORTH BY L AND N RAILROAD; EAST BY WEST PARK DRIVE; SOUTH AND WEST BY A. D. CRICHTON AND OTHERS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SPIKE IN THE CENTER OF L AND N RAILROAD, SAID POINT IS ALSO IN THE WEST MARGIN OF WEST PARK DRIVE, SAID POINT IS IN THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE WITH THE WEST MARGIN OF WEST PARK DRIVE SOUTH 34 DEGREES 10 MINUTES EAST, 517.77 FEET TO AN IRON PIN AT POINT OF CURVE; THENCE ON A CHORD TO A 5 DEGREES 11 MINUTES CURVE HAVING A CENTRAL ANGLE OF 22 DEGREES 09 MINUTES FEET SOUTH 30 DEGREES 56 MINUTES EAST, 125.0 FEET TO AN IRON PIN; THENCE WITH A. D. CRICHTON AND OTHERS SOUTH 53 DEGREES 29 MINUTES WEST, 644.71 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 36 DEGREES 31 MINUTES WEST, 660.91 FEET TO A SPIKE IN THE CENTER OF L AND N RAILROAD; THENCE WITH L AND N RAILROAD NORTH 53 DEGREES 29 MINUTES EAST, 287.17 FEET TO A SPIKE; THENCE WITH SAME ON A CHORD TO A 1 DEGREES CURVE NORTH 56 DEGREES 04 MINUTES EAST 352.0 FEET TO A SPIKE; THENCE WITH SAME ON A CHORD TO CURVE NORTH 57 DEGREES 57 MINUTES EAST, 39.21 FEET TO THE POINT OF BEGINNING.

TRACT V:

THIS IS A TRACT OR PARCEL OF LAND LOCATED IN THE NINTH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE BOUNDED ON THE NORTH BY DON CRICHTON AND OTHERS; EAST BY PROPOSED NEW ROAD; SOUTH AND WEST BY DON CRICHTON AND OTHERS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE WEST MARGIN OF NEW PROPOSED ROAD AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING NORTH 48 DEGREES 53 MINUTES WEST, 1,473.45 FEET FROM THE NORTH MARGIN OF U. S. HIGHWAY NO. 43 OR MT. PLEASANT PIKE, SAID POINT IN NORTH MARGIN OF HIGHWAY IS SOUTH 41 DEGREES 57 MINUTES WEST, 236.16 FEET FROM THE MOST SOUTHERLY SOUTHWEST CORNER OF THE DON CRICHTON AND OTHERS FARM; THENCE WITH DON CRICHTON AND OTHERS SOUTH 56 DEGREES 07 MINUTES WEST, 255.0 FEET TO AN IRON PIN; THENCE WITH SAME, NORTH 48 DEGREES 53 MINUTES WEST, 175.0 FEET TO AN IRON PIN, THENCE WITH SAME NORTH 56 DEGREES 07 MINUTES EAST, 246.70 FEET TO AN IRON PIN; THENCE WITH THE WEST MARGIN OF THE NEW PROPOSED ROAD ON A 4 DEGREES 07 MINUTES CURVE HAVING A CENTRAL ANGLE OF 9 DEGREES 54 MINUTES A DISTANCE ON CURVE OF 149.30 FEET TO P.C. OF CURVE; THENCE WITH SAME ON A TANGENT SOUTH 48 DEGREES 53 MINUTES EAST, 28.0 FEET TO THE POINT OF BEGINNING.

TRACT VI:

ANY PORTION OF OLD RUTHERFORD LANE THAT BOUNDS SAID PROPERTY OWNED BY ANDREW D. CRICHTON, JOHN B. JEWELL, III, AND JAMES W. JEWELL, UP TO THE CENTERLINE OF SAID LANE.

FIRST PARTY ALSO QUITCLAIMS ANY AND ALL RIGHTS IN AND TO OLD RUTHERFORD LANE ACQUIRED BY VIRTUE OF THE FOREGOING DEED OR OTHERWISE.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED BY THE FOLLOWING; ALL OF RECORD IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.

1. ALL LOTS IN WESTFIELD SUBDIVISION, SECTIONS 1, 2,3, 4, AND 4A, WITH THE EXCEPTION OF LOT 114 WESTFIELD SUBDIVISION, SECTION 4 AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 8, PAGE 21, REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
2. DEED TO THE INDUSTRIAL DEVELOPMENT BOARD OF MAURY COUNTY, TENNESSEE IN BOOK 563, PAGE 204;
3. DEED TO MAURY COUNTY, TENNESSEE IN BOOK 591, PAGE 180;
4. DEED TO HERMAN L. LEWIS IN BOOK 607, PAGE 512;
5. DEED TO COLCO, INC., A TENNESSEE CORPORATION IN BOOK 655, PAGE 709;
6. DEED TO RICHARD A. BRICKNER AND WIFE, JUDITH BRICKNER, AS TENANTS IN THE ENTIRETY IN BOOK 675, PAGE 50;
7. DEED TO MAURY COUNTY, TENNESSEE IN BOOK 675, PAGE 354;
8. DEED TO GAITHER FRIERSON GARY IN BOOK 679, PAGE 508;
9. DEED TO STEVEN G. HALL IN BOOK 711, PAGE 531;
10. DEED TO MAURY COUNTY BOARD OF EDUCATION IN BOOK 803, PAGE 174;
11. DEED TO DAVID L. SCHWAB AND JOHN G. MITCHELL, AS EQUAL TENANTS IN COMMON IN BOOK 1114, PAGE 276;
12. DEED EUGENE L. HELLER IN BOOK 1145, PAGE 580; AND
13. DEED TO MAURY COUNTY, STATE OF TENNESSEE IN BOOK R2839, PAGE 368.

BEING PART OF THE SAME PROPERTY CONVEYED TO CBP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM CRICHTON WELTON PARTNERS, G.P., A TENNESSEE GENERAL PARTNERSHIP, OF RECORD IN BOOK R2895, PAGE 1276, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.

LEGAL DESCRIPTION (PER SURVEY)

LOCATED IN THE 9TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE, BEING A PORTION OF THE CBP, LLC PROPERTY, AS REFERENCED IN RECORD BOOK 2895, PAGE 829 OF THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE (ROMCT) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON REBAR (SET), ON THE EASTERLY RIGHT-OF-WAY LINE OF WESTFIELD DRIVE AND THE NORTHEASTERLY CORNER OF LOT 1, WESTFIELD ESTATES, SECTION 1 PROPERTY, PLAT BOOK 7, PAGE 34 (ROMCT), HAVING A TENNESSEE STATE PLANE COORDINATE VALUE OF NORTH: 460,158.17 US FEET, EAST: 1,640,747.93 US FEET (NAD83, 2011);

THENCE, WITH WESTFIELD DRIVE, THE FOLLOWING FOUR (4) CALLS:
1. NORTH 60° 15' 34" EAST 105.85 FEET TO AN IRON PIPE (FOUND);
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 282.23 FEET, AN ARC LENGTH OF 108.50 FEET, AND A CHORD BEARING OF NORTH 49° 15' 42" EAST 107.83 FEET TO AN IRON PIPE (FOUND);
3. NORTH 36° 46' 42" EAST 18.65 FEET TO AN IRON PIPE (FOUND);
4. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 42.59 FEET, AND A CHORD BEARING OF NORTH 80° 41' 30" EAST 37.63 FEET TO AN IRON PIPE (FOUND) IN THE WESTERLY RIGHT-OF-WAY OF RUTHERFORD LANE;

THENCE, WITH RUTHERFORD LANE, THE FOLLOWING TWO (2) CALLS:
1. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1392.39 FEET, AN ARC LENGTH OF 157.80 FEET, AND A CHORD BEARING OF SOUTH 47° 58' 28" EAST 157.71 FEET TO AN IRON REBAR (SET);
2. SOUTH 44° 43' 40" EAST 834.17 FEET TO AN IRON REBAR (SET) BEING IN THE CENTERLINE OF A 150' TVA EASEMENT;

THENCE, SEVERING CBP, LLC, SOUTH 08° 07' 07" WEST 383.66 FEET TO AN IRON PIPE (FOUND) BEING THE NORTHEAST CORNER OF THE ALPHEUS S. WEIDNER III PROPERTY, RECORD BOOK 2482, PAGE 1271 (ROMCT);

THENCE, WITH WEIDNER AND THE NORTHERLY LINE OF PLEASANT HILLS, SECTION 1, PLAT BOOK 4, PAGE 63 (ROMCT), THE FOLLOWING TWO (2) CALLS:
1. NORTH 53° 16' 46" WEST 395.79 FEET TO AN IRON REBAR (FOUND);
2. NORTH 83° 51 15" WEST 118.06 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID WESTFIELD ESTATES, SECTION 1;

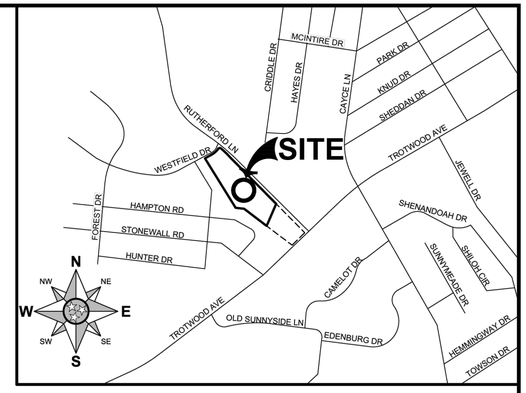
THENCE WITH WESTFIELD ESTATES, NORTH 32° 33 34" WEST 812.55 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 9.13 ACRES, MORE OR LESS.

GENERAL NOTES:

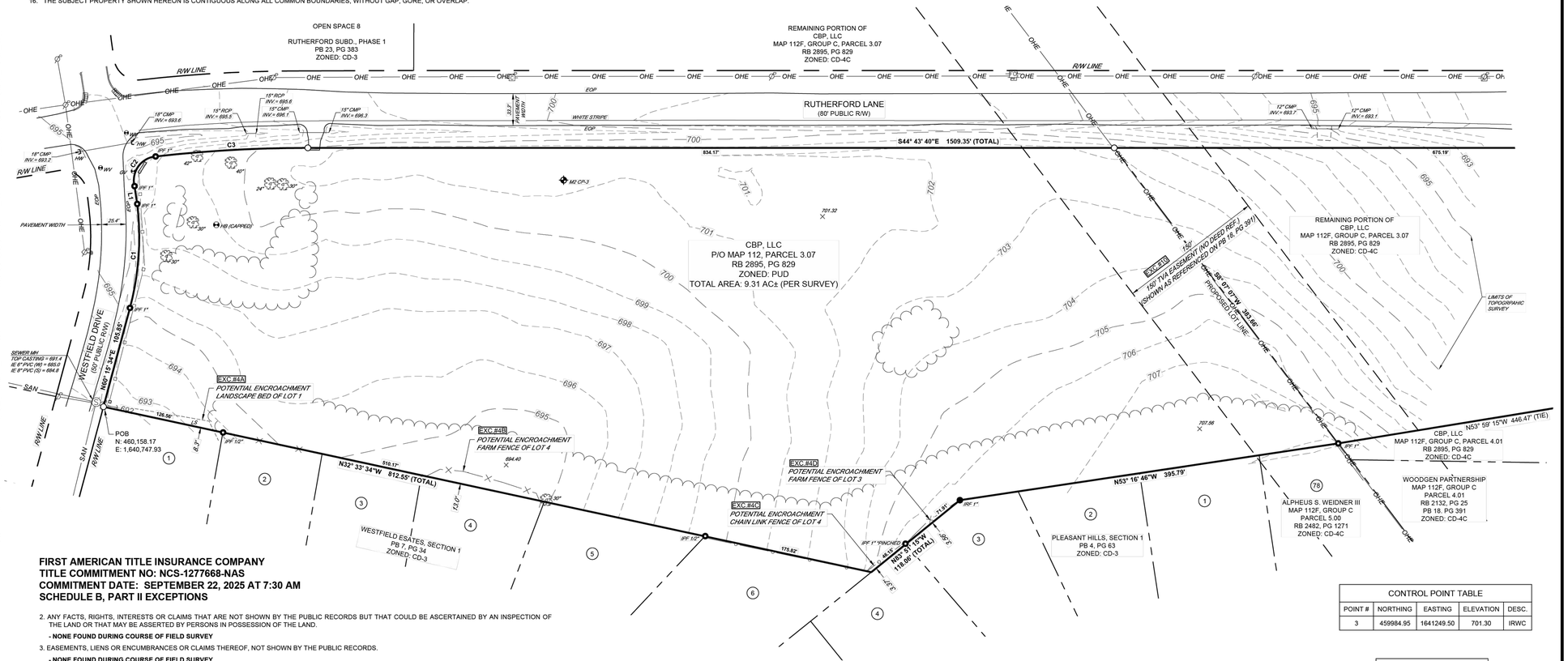
1. BEARINGS ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83, 2011).
2. ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88, GEOID 18). CONTOURS ARE SHOWN AT 1-FOOT INTERVALS.
3. THE PROPERTY SHOWN HEREON IS THE SAME PROPERTY AS REFERENCED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. NAS-1277668-NAS.
4. THE FIELD SURVEY WAS COMPLETED ON SEPTEMBER 11, 2025.
5. THIS SURVEY WAS PREPARED USING THE TITLE COMMITMENT, AS REFERENCED HEREON, ALONG WITH CURRENT DEEDS AND PLATS OF RECORD.
6. ALL DEED BOOK AND PLAT REFERENCES PERTAIN TO THE REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE.
7. ADJOINING PROPERTY LINES SHOWN WERE PLOTTED FROM INFORMATION TAKEN FROM EITHER DEED DESCRIPTION, RECORD PLATS, OR TAX MAPS.
8. PROPERTY CORNERS SET THIS SURVEY ARE 18" #4 REBAR WITH ORANGE PLASTIC CAP STAMPED "M2 GROUP", 18" #5 REBAR WITH YELLOW PLASTIC CAP STAMPED "M2 GROUP, LLC", OR PK NAIL WITH STAINLESS STEEL WASHER STAMPED "M2 GROUP, LLC", UNLESS NOTED OTHERWISE.
9. UTILITIES SHOWN HEREON WERE COMPILED FROM VISIBLE STRUCTURES AT THE SITE, INFORMATION FROM PLANS, AND PHYSICAL MARKINGS AND COMBINED TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THIS SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. VERIFICATION OF EXISTENCE, LOCATIONS, AND DEPTH SHOULD BE MADE BEFORE CONDUCTING ANY EXCAVATION IN THE VICINITY OF THE UTILITY.
10. THE PROPERTY SHOWN HEREON IS LOCATED IN A FLOOD HAZARD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO F.I.R.M. MAP "MAURY COUNTY, TENNESSEE" PANEL 280 OF 440, MAP NUMBER 47119C0280E, EFFECTIVE APRIL 16, 2007.
11. THE SUBJECT PROPERTY IS CURRENTLY ZONED "PUD" (PLANNED UNIT DEVELOPMENT) , BASED ON THE OFFICIAL ZONING MAP FOR CITY OF COLUMBIA, TENNESSEE. A CURRENT ZONING REPORT AND/OR ZONING LETTER HAS NOT BEEN PROVIDED TO THE SURVEYOR. THE MINIMUM BUILDING SETBACK REQUIREMENTS FOR "PUD" ZONING SHOULD BE CONFIRMED WITH THE CONTROLLING JURISDICTION.
13. THE SUBJECT PROPERTY HAS DIRECT AND CONTIGUOUS ACCESS TO RUTHERFORD LANE, A 80-FOOT PUBLIC RIGHT-OF-WAY, TROTWOOD AVENUE, A 60-FOOT PUBLIC RIGHT-OF-WAY, AND WESTFIELD DRIVE, A 50-FOOT PUBLIC RIGHT-OF-WAY.
14. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED DURING THE COURSE OF FIELD SURVEY.
15. NO EVIDENCE OF PROPOSED CHANGES IN THE STREET RIGHT OF WAY LINES, OR OF RECENT STREET OR SIDEWALK CONSTRUCTION, OR REPAIRS, WAS OBSERVED DURING THE COURSE OF FIELD SURVEY.
16. THE SUBJECT PROPERTY SHOWN HEREON IS CONTIGUOUS ALONG ALL COMMON BOUNDARIES, WITHOUT GAP, GORE, OR OVERLAP.

LEGEND:

EXISTING PROPERTY LINE		HB	HOSE BIB
EXISTING RIGHT-OF-WAY			SANITARY SEWER MANHOLE
EXISTING ADJACENT PROPERTY LINE			CURB INLET
EXISTING EASEMENT			INLET (SQUARE)
MINIMUM BUILDING SETBACK LINE	MBSL	GV	GAS BOX (GAS VALVE)
EXISTING INDEX CONTOUR	700		HIGH TENSION TOWER
EXISTING INTERMEDIATE CONTOUR			POWER POLE
EXISTING FARM FENCE			GUY WIRE
EXISTING WOOD FENCE			TRAFFIC PULL BOX
EXISTING CHAIN-LINK FENCE			COMMUNICATION PEDESTAL
EXISTING SANITARY SEWER LINE	SAN		FIBER OPTIC PULL BOX
EXISTING WATER LINE	W		TREE, DECIDUOUS
EXISTING OVERHEAD ELECTRIC	OHE	700.00	EXISTING SPOT ELEVATION
EXISTING TREELINE		(POI)	POINT OF INSERTION
IRON REBAR FOUND (IRF)		HW	HEADWALL
IRON PIPE FOUND (IPF)		LS	LANDSCAPE BED
IRON REBAR SET W/CAP (IRS)		EOP	EDGE OF PAVEMENT
BENCHMARK / SURVEY CONTROL		1	LOT NUMBER
WATER VALVE	WV	EXC. #3	SCHEDULE B PART II EXCEPTION
FIRE HYDRANT			



VICINITY MAP
SCALE: 1"=1000'



FIRST AMERICAN TITLE INSURANCE COMPANY
TITLE COMMITMENT NO: NCS-1277668-NAS
COMMITMENT DATE: SEPTEMBER 22, 2025 AT 7:30 AM
SCHEDULE B, PART II EXCEPTIONS

2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND.
   - **NONE FOUND DURING COURSE OF FIELD SURVEY**
3. EASEMENTS, LIENS OR ENCUMBRANCES OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
   - **NONE FOUND DURING COURSE OF FIELD SURVEY**
4. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS.
   - **(A) - ENCROACHMENT OF LANDSCAPE BED FROM LOT 1, WESTFIELD ESTATES, SECT. 1, AS SHOWN AND NOTED HEREON**
   - **(B) - ENCROACHMENT OF FARM FENCE FROM LOT 4, WESTFIELD ESTATES, SECT. 1, AS SHOWN AND NOTED HEREON**
   - **(C) - ENCROACHMENT OF CHAIN LINK FENCE FROM LOT 4, PLEASANT HILLS, SECT. 1, AS SHOWN AND NOTED HEREON**
   - **(D) - ENCROACHMENT OF FARM FENCE FROM LOT 3, PLEASANT HILLS, SECT. 1, AS SHOWN AND NOTED HEREON**
10. ALL MATTERS SHOWN ON PLAT(S) OF RECORD IN BOOK 8, PAGE 21; PLAT BOOK P18, PAGE 379; AND PLAT BOOK P23, PAGE 348, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - **PLAT BOOK 8, PAGE 21 AND PLAT BOOK 23, PAGE 348, DO NOT AFFECT THE SUBJECT PROPERTY**
   - **PLAT BOOK 18, PAGE 379, REFERENCES A 150' TVA OVERHEAD POWER LINE EASEMENT THAT DOES AFFECT THE SUBJECT PROPERTY AS SHOWN AND NOTED HEREON**
   - **PLAT BOOK 18, PAGE 391, IS NOT LISTED IN EXCEPTION ABOVE, BUT DOES REFERENCE SAME 150' TVA OVERHEAD POWER LINE EASEMENT THAT DOES AFFECT THE SUBJECT PROPERTY AS SHOWN AND NOTED HEREON**
11. RIGHT OF WAY AND LIFE ESTATE CONTAINED IN DEED OF RECORDED IN BOOK 595, PAGE 486, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - **DOES NOT AFFECT THE SUBJECT PROPERTY**
12. TERMS AND PROVISIONS OF RIGHT OF WAY OR EASEMENT, BY AND BETWEEN THOMAS J. BURT AND RAYMOND MCMEEN AND CITY OF COLUMBIA, TENNESSEE, A MUNICIPAL CORPORATION, OF RECORD IN BOOK 609, PAGE 309, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - **DOES NOT AFFECT THE SUBJECT PROPERTY**
13. TERMS AND PROVISIONS OF RIGHT-OF-WAY OR EASEMENT, BY AND BETWEEN ANDREW DON CRICHTON, JAMES W. JEWELL AND JOHN B. JEWELL, III AND CITY OF COLUMBIA, ITS SUCCESSORS AND ASSIGNS, OF RECORD IN BOOK R1924, PAGE 1092, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - **DOES NOT AFFECT THE SUBJECT PROPERTY**
15. TERMS AND PROVISIONS OF GRADING AND CONSTRUCTION EASEMENT AGREEMENT, BY AND BETWEEN WELTON INVESTMENTS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY AND COLUMBIA RETAIL PARTNERS, A TENNESSEE GENERAL PARTNERSHIP, OF RECORD IN BOOK R2113, PAGE 557, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - **DOES NOT AFFECT THE SUBJECT PROPERTY**
17. TERMS AND PROVISIONS OF SANITARY SEWER EASEMENT, BY AND BETWEEN CBP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY AND CITY OF COLUMBIA, STATE OF TENNESSEE, ITS SUCCESSORS AND ASSIGNS, OF RECORD IN BOOK R2931, PAGE 1096, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - **DOES NOT AFFECT THE SUBJECT PROPERTY**
20. RIGHTS OF THE RAILROAD COMPANY TO EXPAND ITS RIGHT OF WAY TO ITS FULL CHARTER WIDTH.
   - **DOES NOT AFFECT THE SUBJECT PROPERTY**

CONTROL POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESC.
3	459984.95	1641249.50	701.30	IRWC

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	18.65	N36° 46' 42"E

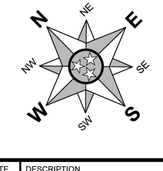
CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BRNG	CHORD LENGTH
C1	108.50	282.23	N49° 15' 42"E	107.83
C2	42.59	25.00	N80° 41' 30"E	37.63
C3	157.80	1392.39	S47° 58' 28"E	157.71



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS TRUE AND ACCURATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF. THE SURVEY SHOWN HEREON REPRESENTS A CATEGORY I SURVEY, HAVING A LINEAR ERROR OF CLOSURE WHICH IS EQUAL TO OR LESS THAN 1 FOOT PER 10,000 FEET OF LAND (1:10,000). THIS SURVEY WAS MADE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.

60' 0 60' 120'
GRAPHIC SCALE



GPS SURVEY DATA INFORMATION:

- TYPE OF GPS SURVEY: RTK
- POSITIONAL ACCURACY: 0.07 FEET
- DATUM/EPOCH: NAD83 (2011) EPOCH 2010.00
- PUBLISHED/FIXED CONTROL USED: TGRN
- GEOID MODEL: GEOID 18
- COMBINED GRID SCALE FACTOR: 0.9999285106
- UNITS: (US FEET)(GRID)

REVISION #	DATE	DESCRIPTION

BOUNDARY & TOPOGRAPHIC SURVEY
P/O MAP 112, PARCEL 3.07
RUTHERFORD LANE
CITY OF COLUMBIA

Know what's below. Call before you dig.

DEVIATIONS FROM STANDARDS:

TABLE 4.3.1-M
- FRONTAGE BUILDOUT FOR BUILDING 2 IS 54.1%
- ALL WINDOWS AND/OR DOORS ARE NOT SPACED <20' APART
- MAXIMUM BUILDING SITE WIDTH OF 180' IS EXCEEDED
  - BUILDING 1: 612' (SINGLE BUILDING SITE)
  - BUILDING 2: 465' (SINGLE BUILDING SITE)

TABLE 4.3.12.B
- PARKING: EXCEEDS 150% OF MINIMUM PARKING REQUESTED (63 ADDITIONAL SPACES REQUESTED TO ACCOMODATE STAFFING OVERLAP DURING SHIFT CHANGE)

TRAFFIC IMPACT:

PER THE 12TH GENERATION OF THE TRIP GENERATION MANUAL, THIS PROJECT CLASSIFIED AS LAND USE CODE 254 (ASSISTED LIVING) WITH 151 BEDS WILL CREATE 29 AM PEAK HOUR TRIPS AND 36 PM PEAK HOUR TRIPS.

FRONTAGE CALCULATION:

BUILDING 1	
OVERALL FRONTAGE:	601'
(INCLUDES TVA EASEMENT)	
BUILDING WITHIN BUILD TO ZONE:	269'
STREET SCREEN PROVIDED:	86'
TOTAL FRONTAGE LENGTH:	355'
TOTAL PERCENTAGE PROVIDED:	61.6%
TOTAL PERCENTAGE REQUIRED:	60%
BUILDING 2	
OVERALL FRONTAGE:	453'
BUILDING WITHIN BUILD TO ZONE:	102'
STREET SCREEN PROVIDED:	143'
TOTAL FRONTAGE LENGTH:	245'
TOTAL PERCENTAGE PROVIDED:	54.1%
TOTAL PERCENTAGE REQUIRED:	60%

SITE DATA:

ADDRESS:	RUTHERFORD LANE @ WESTFIELD DRIVE COLUMBIA, TN 38401
PARCEL ID:	112 00307 000
PARCEL ACREAGE:	9.42 AC.
ZONING DISTRICT:	PUD
EXISTING USE:	VACANT
PROPOSED USE:	ASSISTED LIVING FACILITY
TOTAL BUILDING FOOTPRINT:	111,000 SF
BUILDING HEIGHT	28' MAX.
FEMA MAP:	ZONE X, MAP 47119C0280E, DATED 4/16/2007
REQUIRED PARKING RATIO:	1 SPACE / 3 BEDS
PARKING REQUIRED:	151 BEDS * (1 SPACE / 3 BEDS) = 51 SPACES
PARKING PROVIDED:	140 TOTAL SPACES
ADA SPACES:	8 ADA SPACES
PHASING:	PHASE I - BUILDING 1 (2026-2027) PHASE II - BUILDING 2 (2027-2028)

OPEN SPACE 8

RUTHERFORD SUBD., PHASE 1
PB 23, PG 383
ZONED: CD-3

REMAINING PORTION OF
CBP, LLC
MAP 112F, GROUP C, PARCEL 3.07
RB 2895, PG 829
ZONED: CD-4C

RUTHERFORD LANE
(80' PUBLIC R/W)

WESTFIELD DRIVE
(50' PUBLIC R/W)

BUILDING 2
FFE=701±

BUILDING 1
FFE=703±

EXISTING SUBDIVISION SIGN AND FENCE

PRIMARY ENTRANCE IN FIRST LAYER

453' OF FRONTAGE

PROPOSED CURB & GUTTER, GRASS STRIP, AND SIDEWALK.

MONUMENT SIGN (SEE ELEVATIONS)

576' OF FRONTAGE

S44° 43' 40"E 1509.35' (TOTAL)

20' BUILD TO ZONE

2ND LAYER
3RD LAYER

6 STAIR RISERS & HANDRAILS.

2 STAIR RISERS

8 STAIR RISERS & HANDRAILS.

4 STAIR RISERS & HANDRAILS

NO PARKING SPACE WITHIN THE 2ND LAYER (TYP)

ALL LANDSCAPE ISLANDS TO BE 9' IN WIDTH FROM BACK OF CURB

10' SETBACK

PROPOSED PROPERTY LINE TO BE INCORPORATED INTO FULL TRACT.

DUMPSTER ENCLOSURE

150' FIRE PATH

FIRE TRUCK AND TRASH TRUCK ACCESS DRIVE.

50' BUFFER

EXISTING TREE CANOPY TO REMAIN AND ACT AS BUFFER FOR RESIDENTIAL PROPERTIES.

N00° 15' 24"E 105.85'

126.56'

N32° 33' 34"W 812.55' (TOTAL)

510.17'

175.82'

N53° 16' 46"W 395.79'

71.91'

N83° 51' 15"W 118.06' (TOTAL)

IPF 1" "PINCHED"

46.18'

1 CAMPBELL BENNIE J LIVING TRUST

2 WINCHESTER LARRY F

3 BURKE TINA M ETVIR JEFFREY A

WESTFIELD ESATES, SECTION 1
PB 7, PG 34
ZONED: CD-3

4 MOLINE JANINE B

5 PRATT BRYANT

3 GLOVER FRANCIS EUGENE ETUX BRENDA DALE

2 SPENCER DONALD J ETUX JENNIFER GAIL

1 EDWARDS PAMELA J ETVIR WILLIAM T

78 WEIDNER AL ETUX J

PLEASANT HILLS, SECTION 1

ALPHE MAP RB

REMAI 1P 112F. RB Z

0 20 40.0001 80.0002 120.0002
SCALE: 1" = 40'

SURVEY INFO
PROVIDED BY: M2 GROUP, LLC
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

GILBERT FULMER
REGISTERED ENGINEER
AGRICULTURE
No. 119998
STATE OF TENNESSEE
12/10/2025

PUD MASTER PLAN FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401

DR.	DATE	DESCRIPTION
JAF	11/17/2025	PUD MASTER PLAN SUBMITTAL
JAF	12/15/2025	PUD MASTER PLAN RESUBMITTAL

CONCEPTUAL SITE PLAN

1.1

1421-01 MORNING POINTE

Plotted: December 15, 2025
By: Jack Fulmer (jack@FULMERLUCAS.COM)
N:\1421 Morning Pointe\2 Documents\2 - CAD\Sheets\1421-01 Site Layout Plan.dwg

811 Know what's below. Call before you dig.

LEGEND

DW	DOMESTIC WATER SERVICE		ELECTRIC/COMMUNICATION POLE
G	GAS SERVICE	XXX.XX / XXX.XX	TOP OF CURB SPOT ELEVATION / BOTTOM OF CURB SPOT ELEVATION
SAN	SANITARY SEWER SERVICE		
OH-E	OVERHEAD ELECTRIC SERVICE	TW:XXX.XX / BW:XXX.XX	RETAINING WALL TOP OF WALL / FINISHED GRADE AT BOTTOM OF WALL
OH-T	OVERHEAD TELEPHONE SERVICE		
UD	PERVIOUS PAVEMENT UNDERDRAIN		
RD	ROOF DRAIN TRUNK LINE	XXX.XX (MEFG)	MEET EXISTING GRADE
	STORM PIPE (SEE PLANS FOR MATERIAL)		
562	EXISTING CONTOUR	XXX.XX	SPOT ELEVATION
562	PROPOSED CONTOUR		
	DRIVEWAY CENTERLINE	XXX.XX	EXISTING SPOT ELEVATION
	PROPERTY LINE		
S	SANITARY SEWER MANHOLE	XXX.XX (F)	FLUSH SPOT ELEVATION
ST	STORM SEWER MANHOLE		
	CURB INLET		
	CATCH BASIN		DIVERSION DITCH
	NYLOPLAST DRAIN BASIN		

OPEN SPACE 8

RUTHERFORD SUBD., PHASE 1
PB 23, PG 383
ZONED: CD-3

REMAINING PORTION OF
CBP, LLC
MAP 112F, GROUP C, PARCEL 3.07
RB 2895, PG 829
ZONED: CD-4C

RUTHERFORD LANE
(80' PUBLIC R/W)

WESTFIELD DRIVE
(50' PUBLIC R/W)

FIRE HYDRANT
8"Ø WATER TAP
1"Ø IRRIGATION SERVICE
4"Ø DOMESTIC WATER SERVICE
8"Ø FIRE LINE
FDC
6"Ø SANITARY SEWER SERVICE
SANITARY SEWER MANHOLE (TYP.)
EXISTING FIRE HYDRANT

SURFACE PONDS SHALL BE USED TO MEET CITY STORMWATER REGULATION FOR SITE BASIN DRAINING WEST. FULL DRAINAGE CALCULATIONS SHALL BE PROVIDED DURING LAND DISTURBANCE PLAN REVIEW.

1 CONNECT TO EXISTING SEWER MANHOLE AND EXTEND PUBLIC SEWER MAIN.

UNDERGROUND DETENTION SYSTEM & GRAVEL LEVEL SPREADER SHALL BE USED TO MEET CITY STORMWATER REGULATION FOR SITE BASIN DRAINING SOUTHWEST. FULL DRAINAGE CALCULATIONS SHALL BE PROVIDED DURING LAND DISTURBANCE PLAN REVIEW.

PERVIOUS PAVER PARKING LOT SHALL BE USED TO MEET CITY STORMWATER REGULATION FOR SITE BASIN DRAINING NORTHEAST. FULL DRAINAGE CALCULATIONS SHALL BE PROVIDED DURING LAND DISTURBANCE PLAN REVIEW.

POTENTIAL ENCROACHMENT FARM FENCE OF LOT 3
POTENTIAL ENCROACHMENT CHAIN LINK FENCE OF LOT 4

S44° 43' 40"E 1509.35' (TOTAL)
N32° 33' 34"W 812.55' (TOTAL)
N53° 16' 46"W 395.79'
N83° 51' 15"W 118.06' (TOTAL)
S8° 07' 07"W 393.66' PROPOSED LOT LINE

CAMPBELL LIVIN
WINCHESTER LARRY F
BURKE TINA M ETVIR JEFFREY A
MOLINE JANINE B
WESTFIELD ESATES, SECTION 1 PB 7, PG 34 ZONED: CD-3
PRATT BRYANT
SPENCER DONALD J ETUX JENNIFER GAIL
GLOVER FRANCIS EUGENE ETUX BRENDA DALE
EDWARDS PAMELA J ETVIR WILLIAM T
PLEASANT HILL SECTION 1

0 10 20 40 60
SCALE: 1"=40'

SURVEY INFO
PROVIDED BY: M2 GROUP, LLC
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

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NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

ALBERT E. LUCAS III REGISTERED ENGINEER AGRICULTURE 12/15/2025 No. 111995 STATE OF TENNESSEE

PUD MASTER PLAN FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401

DR.	DATE	DESCRIPTION
JAF	11/17/2025	PUD MASTER PLAN SUBMITTAL
JAF	12/15/2025	PUD MASTER PLAN RESUBMITTAL

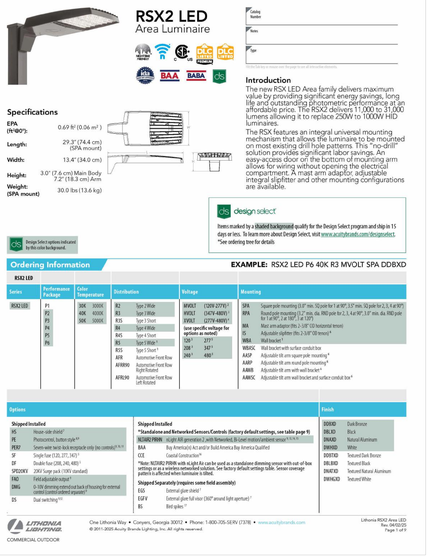
SITE GRADING, DRAINAGE, & UTILITY PLAN

C2.0

1421-01 MORNING POINTE

Monday, December 15, 2025
M:\21 Projects\1421-01 Courtland\2 - Civil\Sheets\1421-01 Site Grading Plan.dwg

Xref: \XXXX-XX_24X36 Title_NCS.dwg



RSX2 LED
Area Luminaire

Catalog Number
Notes
Type

Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Specifications

EPA (N-90°): 0.69 ft² (0.06 m²)
Length: 29.3" (74.4 cm) (SPA mount)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body, 7.2" (18.3 cm) Arm
Weight (SPA mount): 30.0 lbs (13.6 kg)

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. *See ordering tree for details

Design Select options indicated by this color background.

Ordering Information

EXAMPLE: RSX2 LED P6 40K R3 MVOLT SPA DDBXD

RSX2 LED

Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
RSX2 LED	P1	30K 3000K	R2 Type 2 Wide	MVOLT (120V-277V)[1]	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°)
	P2	40K 4000K	R3 Type 3 Wide	HVOLT (347V-480V)[1]	RPA Round pole mounting (3.2" min. dia. RND pole for 1, 2, 3, 4 at 90°. 3.9" min. dia. RND pole for 1 at 180°, 2 at 180°, 3 at 120°)
	P3	50K 5000K	R4 Type 4 Short	XVOLT (277V-480V)[1]	WA Mast arm adaptor (fits 2-3/8" OD horizontal tenon)
	P4		BS Type 5 Wide	Low-specific-wallpaper for options as noted)	JS Adjustable slipfitter (fits 2-3/8" OD tenon)[4]
	P5		R4S Type 4 Short	120[1] 277[1]	WBA Wall bracket[5]
	P6		R5S Type 5 Short[2]	208[1] 347[1]	WBASC Wall bracket with surface conduit box[5]
			R5 Type 5 Wide[2]	240[1] 480[1]	AASP Adjustable tilt arm square pole mounting[6]
			AFR Asymmetrical Front Row		AARP Adjustable tilt arm round pole mounting[6]
			AFRR90 Asymmetrical Front Row Right Mounted		AABB Adjustable tilt arm with wall bracket[6]
			AFRL90 Asymmetrical Front Row Left Mounted		AARSC Adjustable tilt arm wall bracket and surface conduit box[6]

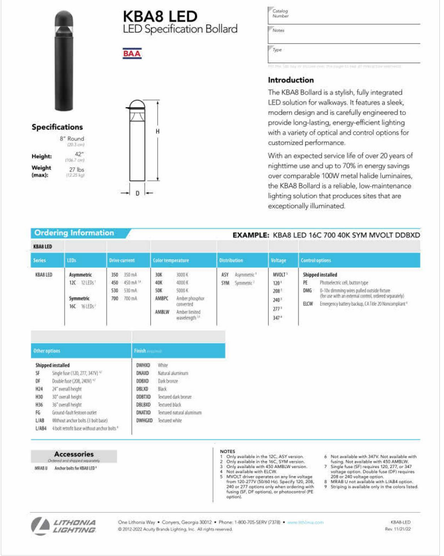
Options		Finish
Shipped Installed	**Shipped Installed**	DDBXD Dark Bronze
HS House-side shield[7]	***Standalone and Networked Sensors, Controls: Factory default settings, see table page 9)**	DBLXD Black
PE Photocontrol, button style[8]	NLTAIR2 PIRHN nLight AIR generation 2, with Networked, Bi-level motion/ambient sensor, high/low[9,10,11,12]	DNAXD Natural Aluminum
PEBS Seven-wire twist-lock receptacle only (no control)[8,9,10]	BAA Buy American Act and/or Build America Buy America Qualified	DWHXD White
SF Single fuse (120, 277, 347)[1]	CCE Coastal Construction[13]	DDBTXD Textured Dark Bronze
DF Double fuse (208, 240, 480)[1]	***Note: NLTAIR2 PIRHN with nLight Air can be used as a standalone dimming sensor with out-of-box settings or as a wireless networked solution. See factory default settings table. Sensor coverage pattern is affected when luminaire is tilted.**	DBLBXD Textured Black
SPD20KV 20KV Surge pack (10kV standard)	**Shipped Separately (require same field assembly)**	DNATXD Textured Natural Aluminum
FAO Field adjustable output[3]	EGS External glare shield[7]	DWHGXD Textured White
DMG 0-10V dimming external leads (if housing for external control (control ordered separate)[3]	EGFV External glare full visor (360° around light aperture)[7]	
DS Dual switch(es)[14]	BS Bird spikes[14]	

LITHONIA LIGHTING. COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.acuitybrands.com
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Lithonia RSX2 Area LED
Rev. 04/02/20
Page 1 of 9

2 TYPES SP1, SP1D, & SP2
NOT TO SCALE



KBA8 LED
LED Specification Bollard

BAA

Catalog Number
Notes
Type

Introduction

The KBA8 Bollard is a stylish, fully integrated LED solution for walkways. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 70% in energy savings over comparable 100W metal halide luminaires, the KBA8 Bollard is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Specifications

Diameter: 8" Round (203.2mm)
Height: 42" (106.7 cm)
Weight (max): 27 lbs (12.25 kg)

Ordering Information

EXAMPLE: KBA8 LED 16C 700 40K SYM MVOLT DDBXD

KBA8 LED

Series	LEDs	Drive current	Color temperature	Distribution	Voltage	Control options
KBA8 LED	Asymmetric 12C 12 LEDs[1]	350 350 mA	30K 3000 K	ASY Asymmetric[1]	MVOLT[2]	Shipped installed
		450 450 mA[3,4]	40K 4000 K	SYM Symmetric[1]	120[1]	PE Photoelectric cell, button type
	Symmetric 16C 16 LEDs[1]	530 530 mA	50K 5000 K		208[1]	DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)
		700 700 mA	AMBPC Amber phosphor converted		240[1]	ELCW Emergency battery backup, CA 1 Hr 20 hrs/cm/system[5]
			AMBLW Amber limited wavelength[3]		277[1]	
					347[1]	

Other options	Finish (required)
Shipped installed	DNAXD White
SF Single fuse (120, 277, 347V)[1,6]	DNAXD Natural aluminum
DF Double fuse (208, 240V)[1,6]	DDBXD Dark bronze
HS Houseside shield[7]	DBLXD Black
KC4 24" overall height	DDBTXD Textured dark bronze
KC6 36" overall height	DBLBXD Textured black
KC6 36" overall height	DNATXD Textured natural aluminum
FG Ground-fault fixture outlet	DWHGXD Textured white
LHB Without anchor bolts (3 bolt base)	
LHBA 4 bolt retrofit base without anchor bolts[8]	

Accessories
Ordered and shipped as separate line item from the fixture.
KBA8 U Anchor bolts for KBA8 LED[9]

NOTES
1. Only available in the 12C, ASY version.
2. Not available in the 12C, SYM version.
3. Only available with ASY AMBLW version.
4. Not available with ELCW.
5. Not available with 347V. Any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with housing (SF, DF options), or photocontrol (PE option).
6. Not available with 347V. Not available with fusing. Not available with ELCW option.
7. Single fuse (SF) requires 120, 277, or 347 voltage option. Double fuse (DF) requires 208, 240, or 480 voltage.
8. KBA8 U not available with LHBA option.
9. Stripping is available only in the colors listed.

LITHONIA LIGHTING.

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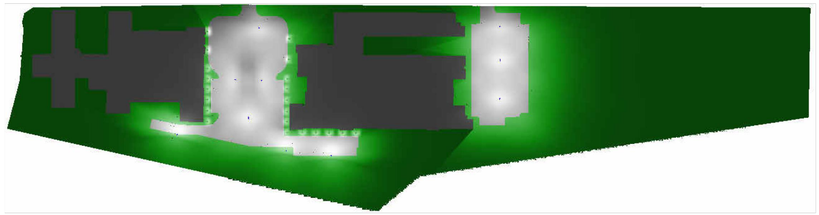
KBA8 LED
Rev. 11/21/22

3 TYPE BD1
NOT TO SCALE

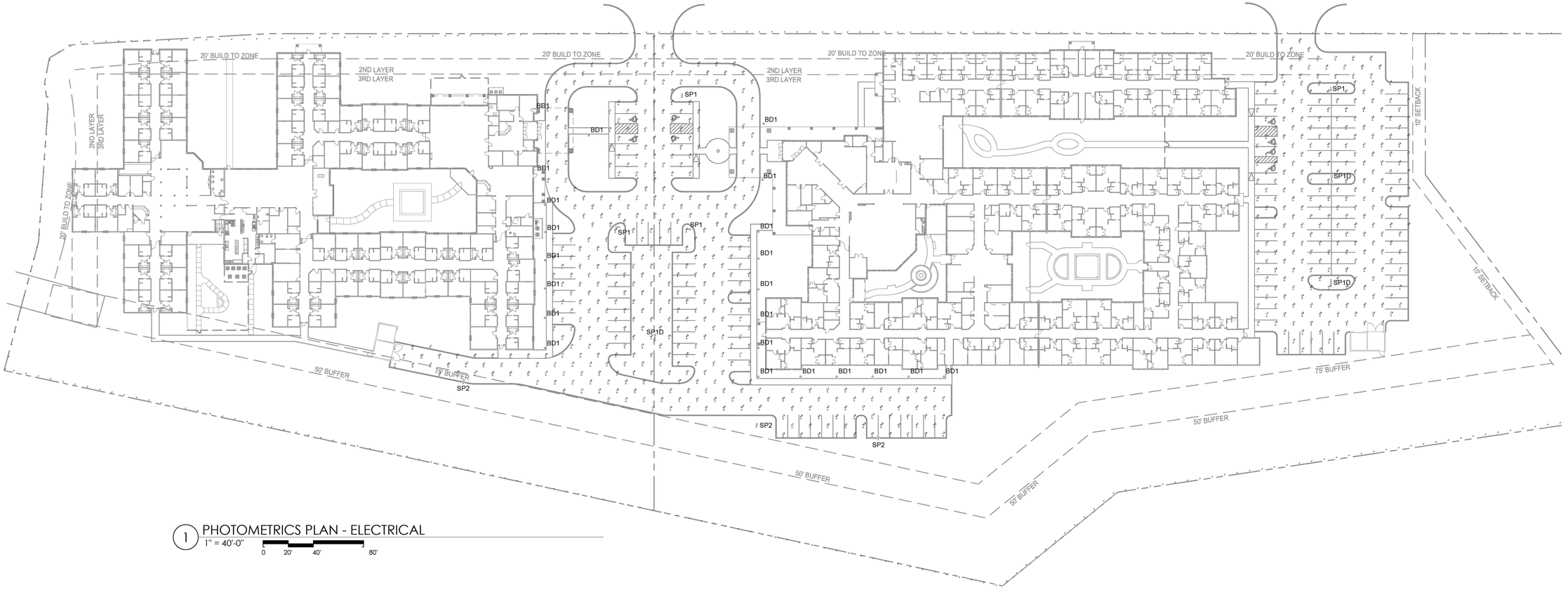
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
DRIVE 2	◇	4.0 fc	12.5 fc	0.9 fc	13.9:1	4.4:1
DRIVE 3	◇	1.1 fc	3.1 fc	0.1 fc	31.0:1	11.0:1
PARKING 1	+	2.3 fc	5.5 fc	1.0 fc	5.5:1	2.3:1
PARKING 2	+	3.1 fc	9.2 fc	1.0 fc	9.2:1	3.1:1
PARKING 3	+	4.8 fc	12.3 fc	1.3 fc	9.5:1	3.7:1
PARKING 4	+	3.6 fc	9.7 fc	1.0 fc	9.7:1	3.6:1
PROPERTY LINE	×	0.0 fc	0.2 fc	0.0 fc	N/A	N/A
DRIVE 1	◇	1.6 fc	6.4 fc	0.1 fc	64.0:1	16.0:1

SITE LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	MODEL	VOLTAGE	INPUT WATTS	CCT/LUMENS	MOUNTING	DESCRIPTION
BD1	LITHONIA	KBA8-LED-12C-350-50K-ASY	120	16	5000K/1650	BOLLARD	LED BOLLARD, DARK BRONZE
SP1	LITHONIA	RSX2-LED-P6-50K-R3-EGS	208	244	5000K/30267	POLE	SITE POLE LIGHT (30' MOUNTING HEIGHT) DARK BRONZE
SP1D	LITHONIA	(2) RSX1-LED-P4-50K-R3	208	488	5000K/60534	POLE	SITE POLE LIGHT (30' MOUNTING HEIGHT) DARK BRONZE, DUAL HEAD
SP2	LITHONIA	RSX2-LED-P6-50K-AFR	208	244	5000K/30332	POLE	SITE POLE LIGHT (30' MOUNTING HEIGHT) DARK BRONZE



4 PHOTOMETRIC RENDER
NOT TO SCALE



1 PHOTOMETRICS PLAN - ELECTRICAL
1" = 40'-0"
0 20' 40' 80'

pmc Consulting Engineers
www.powermgmt.com
PROJECT NO. 25097
MIM / MIM

699 DALLAS ROAD
CHATTANOOGA, TN 37405
(423) 265-3272
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NEUHOFF TAYLOR ARCHITECTS

REVISIONS

SITE DEVELOPMENT PLANS FOR
MORNING POINTE
RUTHERFORD LANE
COLUMBIA, TENNESSEE

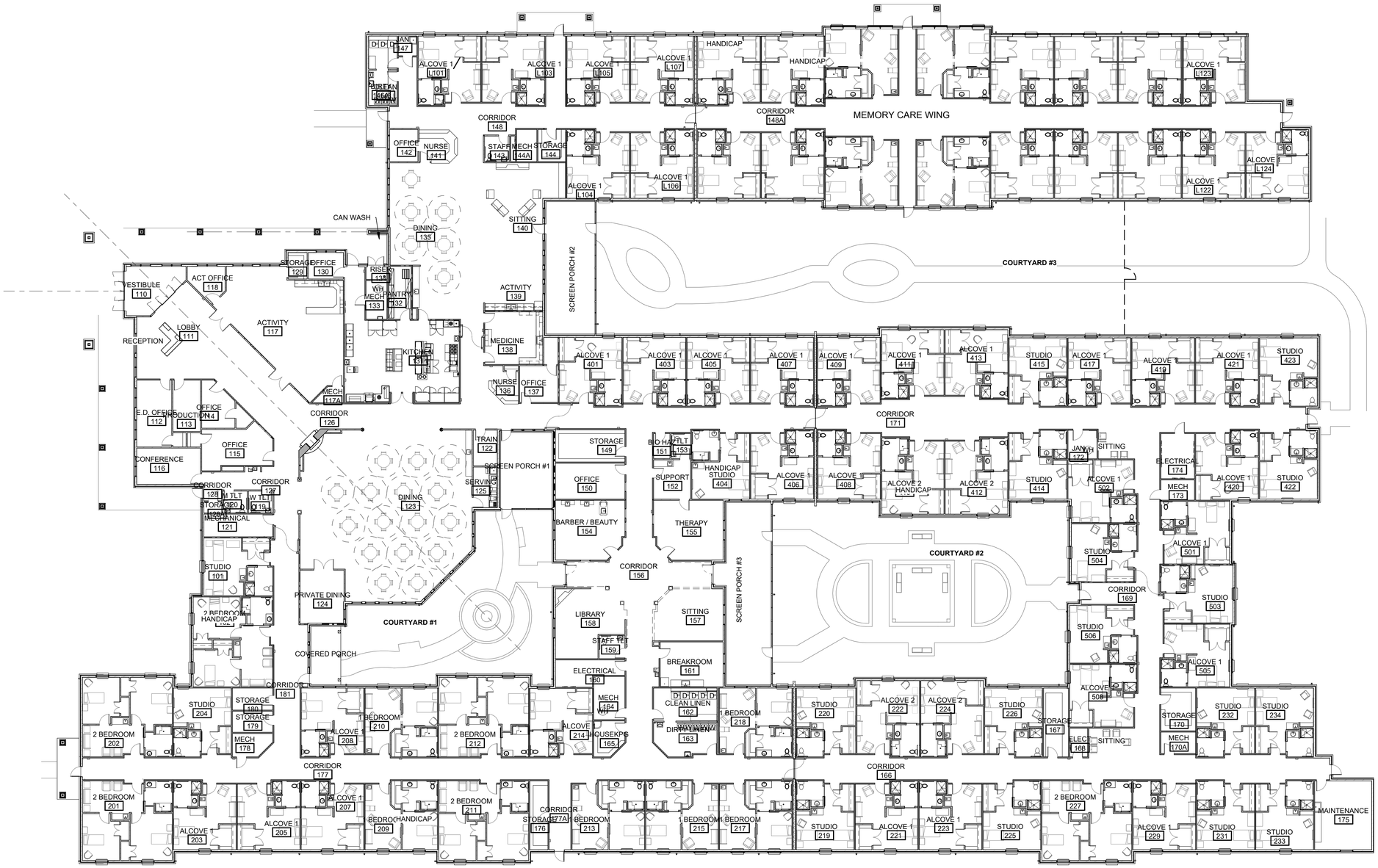
MATTHEW IAN MCDANIEL REGISTERED ENGINEER LICENSED PROFESSIONAL ENGINEER No. 131233 STATE OF TENNESSEE
11/17/2025

PROJECT #
25047

DATE
11-17-25

DRAWING NAME
PHOTOMETRICS PLAN - ELECTRICAL

SHEET #
EP1.0



1 FLOOR PLAN
1/16" = 1'-0"

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NEUHOFF TAYLOR ARCHITECTS

MORNING POINTE OF COLUMBIA
ASSISTED LIVING AND MEMORY CARE FACILITY
RUTHERFORD LANE
COLUMBIA, TENNESSEE

REVISIONS

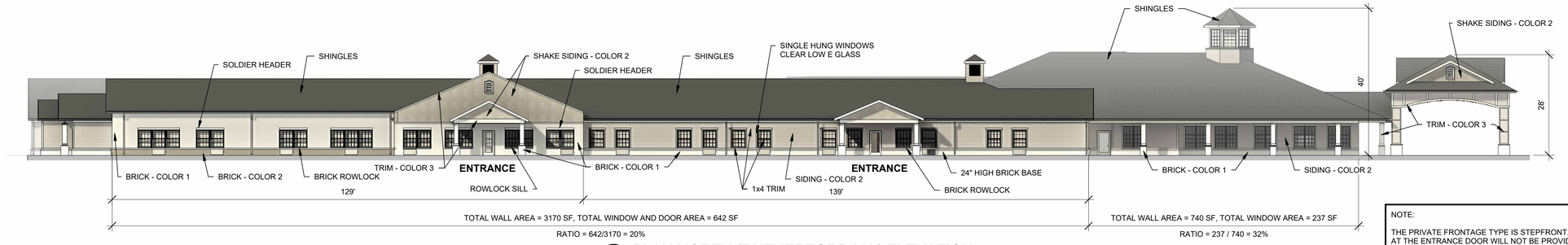
RANDALL P. TAYLOR REGISTERED ARCHITECT 40749 12-15-25 STATE OF TENNESSEE

PROJECT # 25049

DATE 12-15-25

DRAWING NAME FLOOR PLAN

SHEET # A1



2 PLAN NORTH (RUTHERFORD LN) ELEVATION
1/16" = 1'-0"

NOTE:

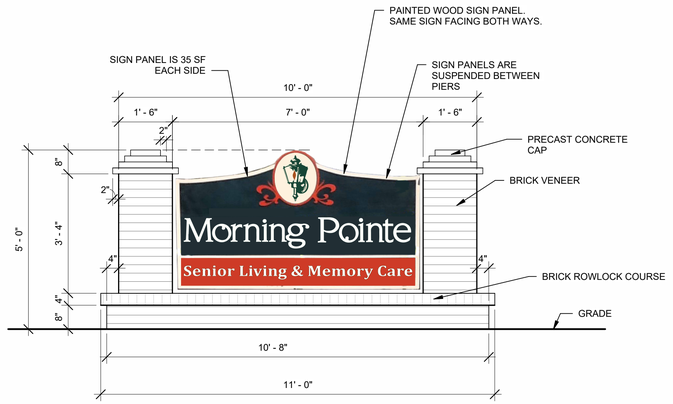
THE PRIVATE FRONTAGE TYPE IS STEPFRONT. A STEP AT THE ENTRANCE DOOR WILL NOT BE PROVIDED TO COMPLY THE BUILDING CODE REQUIREMENT FOR A LEVEL EGRESS.

ALL ROOF SLOPES TO BE BETWEEN 6:12 AND 14:12.

ALL CEILING HEIGHTS WILL BE LESS THAN 25 FEET.



1 PLAN SOUTH (FACING LANDSCAPE BUFFER) ELEVATION
1/16" = 1'-0"



5 MORNING POINTE SIGN
1/2" = 1'-0"



3 PLAN WEST ELEVATION
1/16" = 1'-0"



4 PLAN EAST ELEVATION
1/16" = 1'-0"

REVISIONS

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NEUHOFF TAYLOR ARCHITECTS

MORNING POINTE OF COLUMBIA
ASSISTED LIVING AND MEMORY CARE FACILITY
RUTHERFORD LANE
COLUMBIA, TENNESSEE

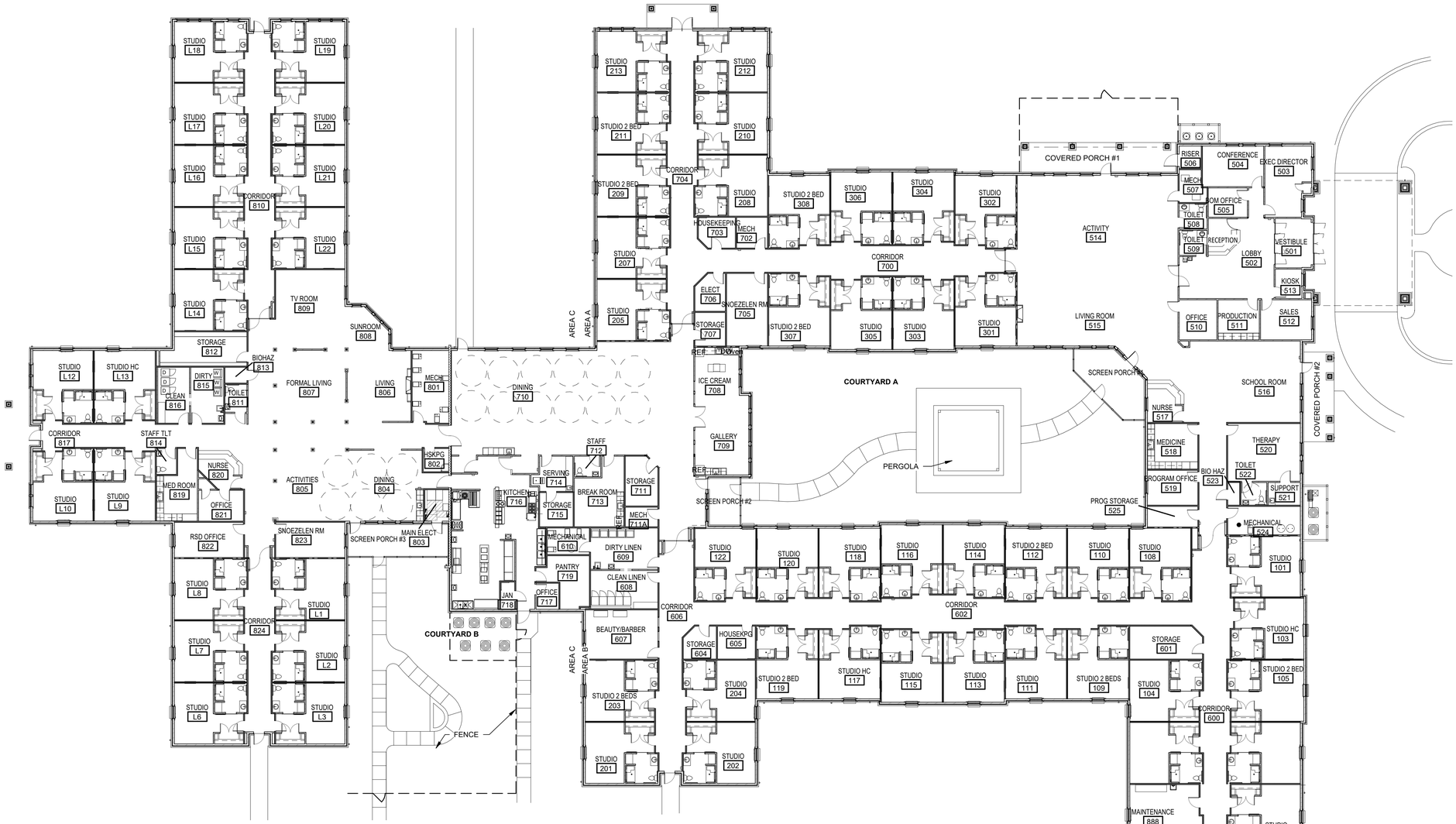
RANDALL P. TAYLOR
REGISTERED ARCHITECT
STATE OF TENNESSEE
12-23-25

PROJECT #
25049

DATE
12-15-25

DRAWING NAME
ELEVATIONS

SHEET #
A2



1 FLOOR PLAN
1/16" = 1'-0"

REVISIONS

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NEUHOFF TAYLOR ARCHITECTS

THE LANTERN AT MORNING POINTE
ALZHEIMER'S CENTER OF EXCELLENCE COLUMBIA

RUTHERFORD LANE
COLUMBIA, TN

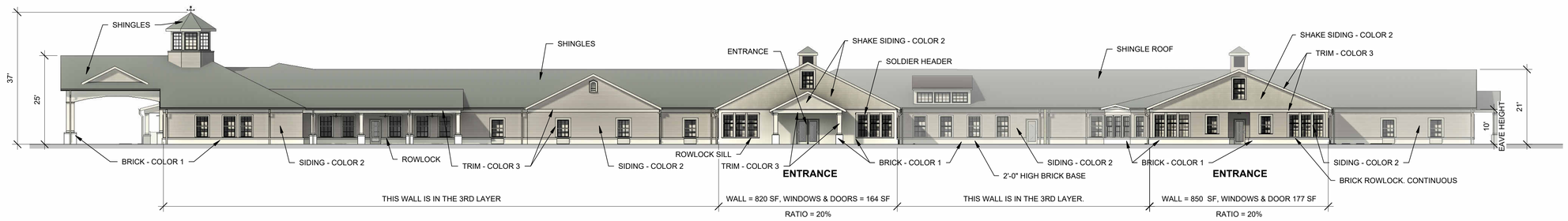
RANDALL P. TAYLOR
REGISTERED ARCHITECT
STATE OF TENNESSEE
1-23-26

PROJECT #
25048

DATE
1-23-26

DRAWING NAME
FLOOR PLAN

SHEET #
A3



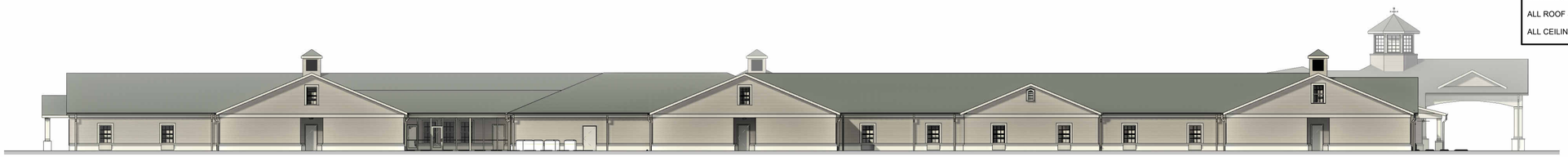
1 PLAN NORTH (RUTHERFORD LN) ELEVATION
1/16" = 1'-0"

NOTE:

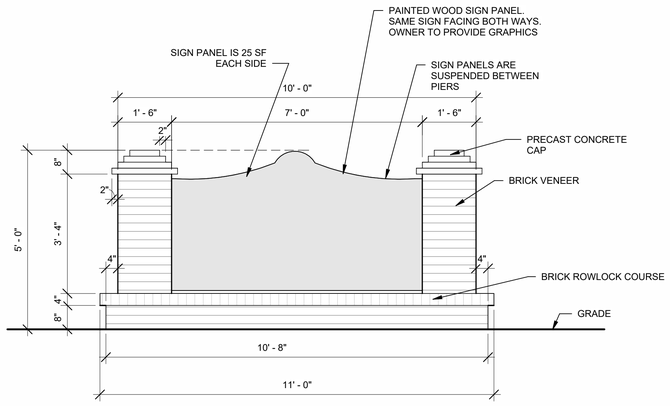
THE PRIVATE FRONTAGE TYPE IS STEPFRONT. A STEP AT THE ENTRANCE DOOR WILL NOT BE PROVIDED TO COMPLY THE BUILDING CODE REQUIREMENT FOR A LEVEL EGRESS.

ALL ROOF SLOPES TO BE BETWEEN 6:12 AND 14:12.

ALL CEILING HEIGHTS WILL BE LESS THAN 25 FEET.



2 PLAN SOUTH (FACING LANDSCAPE BUFFER) ELEVATION
1/16" = 1'-0"



5 MORNING POINTE SIGN
1/2" = 1'-0"



3 PLAN WEST (WESTFIELD) ELEVATION
1/16" = 1'-0"



4 PLAN EAST ELEVATION
1/16" = 1'-0"

REVISIONS

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CHATTANOOGA, TN 37405
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NEUHOFF TAYLOR ARCHITECTS

THE LANTERN AT MORNING POINTE
ALZHEIMER'S CENTER OF EXCELLENCE COLUMBIA
RUTHERFORD LANE
COLUMBIA, TN

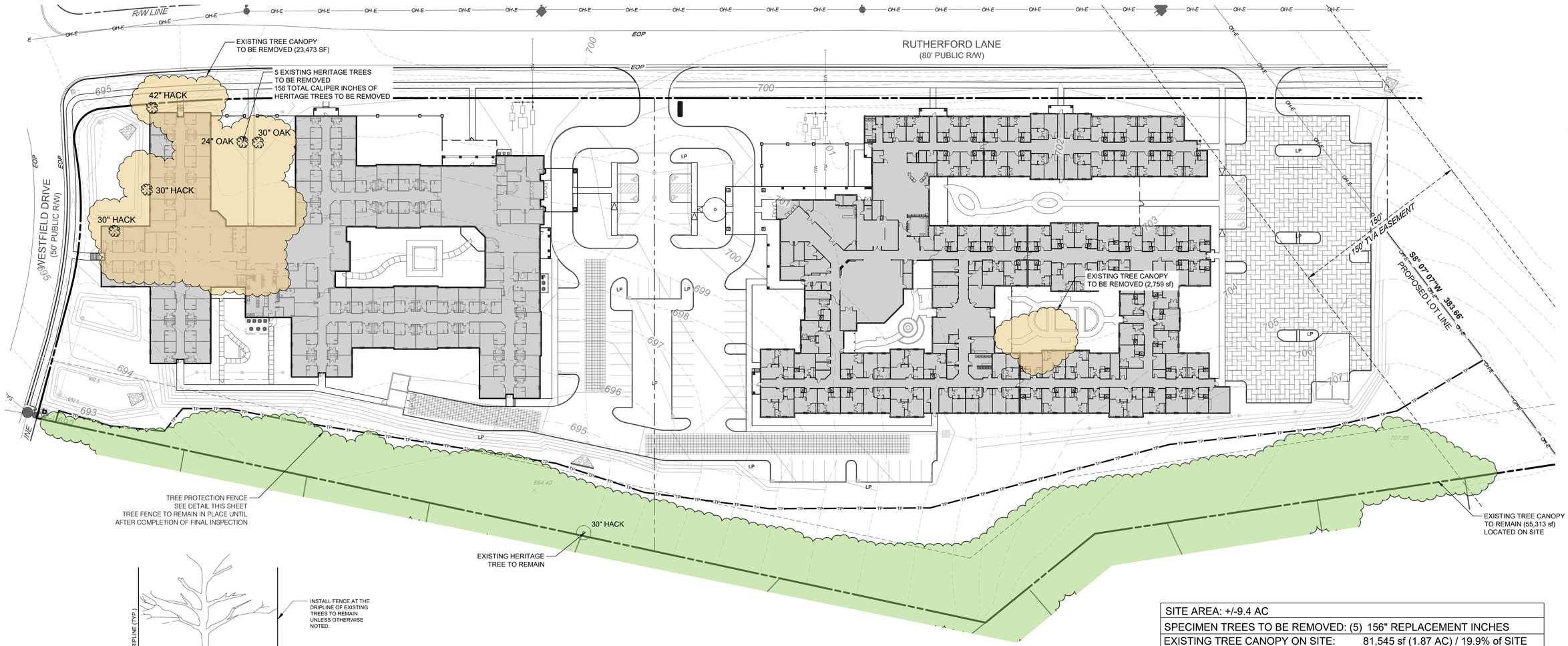
RANDALL P. TAYLOR
REGISTERED ARCHITECT
STATE OF TENNESSEE
No. 16021
1-23-26

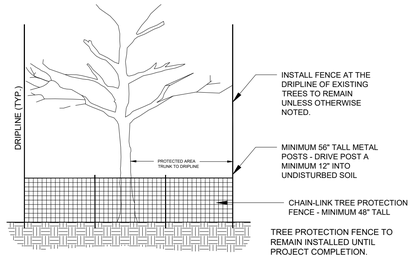
PROJECT #
25048

DATE
1-23-26

DRAWING NAME
ELEVATIONS

SHEET #
A4





CHAIN LINK FENCING TREE PROTECTION

TREE PROTECTION NOTES:

1. The tree protection barriers shall be constructed before the issuance of any permits, and shall remain intact throughout the entire period of construction.
2. The tree protection barrier shall be installed as labeled on this plan or a distance to the radius of the dripline, whichever is greatest, as measured from the trunk of the protected tree.
3. Any required excavation in or around the protection zone to accommodate underground services, footings, etc; shall be indicated on the plan, and shall be excavated by hand. In addition, related root pruning shall be accomplished via ANSI A-300 standard so as to minimize compact on the general root system. Root prunning to occur prior to grading.
4. The storage of building materials or stockpiling shall not be permitted within the limits of or against the protection barriers.
5. Trees within the protection barriers must be adequately cared for throughout the construction pro cess (i.e., they must be watered sufficiently, particularly if the tree's root system has been disturbed by excavation.) Fill shall not be placed upon the root system as to endanger the health or life of the affected tree.
6. Heavy accumulation of dust from construction activity may occur on the surface of tree foliage. To control dust, tree foliage may be hosed down upon the request of the Landscape Architect or Owners Representative.
7. Removal of all tree protection fencing will be done by the Contractor. Restoration of all areas disturbed by the fencing will be the Contractor's responsibility. All tree fence to remain intact until final completion of the project.

SITE AREA: +/-9.4 AC
SPECIMEN TREES TO BE REMOVED: (5) 156" REPLACEMENT INCHES
EXISTING TREE CANOPY ON SITE: 81,545 sf (1.87 AC) / 19.9% of SITE
REQ. CANOPY RETENTION (24% OF EXISTING COVER) 19,571 sf (0.45 AC)
PROPOSED CANOPY RETENTION (67.9% EX. COVER) 55,313 sf (1.27 AC)

0 40 80 120 feet

SCALE: 1" = 40'

NORTH

HB LAND DESIGN
106 MISSION CRT. STE 403B
Franklin, TN 37067
615.376.2421
hblanddesign.com

PROPOSED SITE FOR:
MORNING POINTE
COLUMBIA, TENNESSEE

CONNOR L. BALL
REGISTERED
LANDSCAPE
ARCHITECT
STATE OF TENNESSEE

NOT FOR CONSTRUCTION
12/15/2025

Job # - 25277
BY: cb

L1.0

TREE PRESERVATION PLAN





EXISTING PRESERVED CANOPY AND UNDERSTORY VEGETATION IN THE WINTER





- 1 TREE PER 50 FT OF FRONTAGE
  1,237 LF / 50 = 25 STREET TREES
- HERITAGE TREE REPLACEMENT: 156"
  PROVIDED: >157.5" (63 - 2.5" TREES)
- 1 CANOPY TREE PER 2,000 SF OF PARKING AREA
  64,369sf PARKING AREA / 2,000 = 32 PARKING LOT TREES
- MIN. SIZE: 2.5" / MIN. SPECIES: 4 / MAX GENERA 40%
- FOUNDATION PLANTINGS
- ALL TREES TO BE INSTALLED AT A MIX. 6' FROM ANY WATER MAIN OR PUBLIC WATER SYSTEM INFRASTRUCTURE

PLANT SCHEDULE

SYMBOL	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
BUFFER TREES					
	27	Supplimental Buffer Trees 6'-8' Evergreen Trees Mix of Holly, Magnolia, Arborvitae	B & B		6`-8` HT
PARKING LOT TREES					
	12	Black Diamond Best Red Crape Myrtle / Lagerstroemia indica 'Black Diamond Best Red' 3 Cane. Min. Evenly Branched. Matched. See Tree Specifications	#15 Container	CLUMP	8` HT
	12	Willow Oak / Quercus phellos 5` Clear Trunk. Evenly Branched. Matched. See Tree Specifications	B & B	2.5"Cal	Per ANSI
	8	Village Green Zelkova / Zelkova serrata `Village Green` 5` Clear Trunk. Evenly Branched. Matched. See Tree Specifications	B & B	2.5"Cal	Per ANSI
REPLACEMENT TREES					
	21	2.5" Canopy Tree Mix of Oak, Poplar, Maple, Elm, etc.	B & B	2.5"Cal	Per ANSI
	42	2.5" Ornimental Tree Mix of Cherry, Redbud, Dogwood, etc	B & B	2.5"Cal	Per ANSI
STREET TREES					
	6	Summer Red Red Maple / Acer rubrum `HOSR` 5` Clear Trunk. Evenly Branched. Matched. See Tree Specifications	B & B	2.5"Cal	Per ANSI
	15	Kentucky Coffeetree / Gymnocladus dioica 'Espresso' 5` Clear Trunk. Evenly Branched. Matched. See Tree Specifications	B & B	2.5"Cal	Per ANSI
	4	Black Diamond Blush Crape Myrtle / Lagerstroemia indica 'Black Diamond Blush' 3 Cane. Min. Evenly Branched. Matched. See Tree Specifications	#15 Container	CLUMP	8` HT
SYMBOL	QTY	COMMON / BOTANICAL NAME	HT / CONT.	WIDTH	
SHRUBS					
	404	Foundation Shrubs. 1st Layer Foundation Shrubs Min. 1 shrub per 5' of building facade.	B & B		
SYMBOL	QTY	COMMON / BOTANICAL NAME	CONT		
SHRUB AREAS					
	34,898 sf	Foundation Landscape Layered Mix of Evergreen and flowering shrubs, & ornamental grasses layered to enhance the aesthetics of the building.	Vanes		

LAND DESIGN
106 MISSION CRT. STE 403B
Franklin, TN 37067
615.376.2421
hblanddesign.com

PROPOSED SITE FOR:
MORNING POINTE
COLUMBIA, TENNESSEE

CONNER L. BALL
REGISTERED
AGRICULTURAL
LANDSCAPE
ARCHITECT
NOT FOR CONSTRUCTION
12/15/2020

Job # - 25277
BY: cb

NORTH

L1.1

LANDSCAPE PLAN

Morning Pointe Preliminary PUD Master Plan

Project #:	25-0422	Location:	Rutherford Lane, Tax Map 112 Parcel 3.07
Applicant:	Fulmer Lucas Engineering, LLC	Case Type(s):	PUD Master Plan
Staff Planner:	Austin Brass, AICP	Proposed Use:	Assisted Living Center

PROJECT SUMMARY

The applicant seeks approval of a Preliminary Planned Unit Development Master Plan approval for a 111,000 SF Assisted Living and Memory Care Facility within a PUD-MU District. This proposal is located on a vacant 9.4-acre site located at Rutherford Lane & Westfield Drive. This proposal is located within an existing PUD-MU zoning district in which all previous master site plans that have been proposed on this property have since expired.

The following bullet points list requested deviations that do not comply with the PUD-MU standards of the Zoning Ordinance. Please see applicant response to deviations list in attachments.

- A PUD-MU district requires all lots/building sites to have a maximum width of 180' at the right-of-way. This request divides the site into two individual building sites dedicated to two separate facilities with common ownership. Among the two building sites, deviations have been requested for building sites 2 and 3 to exceed 180' with building site 1 being 576' and building site 2 being 453'. The applicant's response to this justification has been included in the agenda packet.
- A PUD-MU district requires all buildings to have at minimum a 60% frontage buildout for facades within a building site. The applicant has requested a deviation from this request with building 2 at a 35% frontage buildout. In addition, a deviation has been requested to allow for a façade to count towards frontage buildout requirements when located beyond the minimum 20 ft frontage line (*maximum setback line*). Furthermore, the applicant has analyzed the frontage buildout of building 1 being 61% when excluding the existing site condition of a 150' TVA easement.
- A screen wall can only count towards 20% of the frontage buildout in which the applicant has exceeded. A fence is not considered a screen wall.
- A 36-inch height brick column with 30-inch decorative fence has been placed along the frontage of the property. Parking lot screening has been provided for parking areas for parking areas enfronting the 1st layer.
- An institutional long-term care use has a parking ratio of 1 space per 3 beds. The proposal indicates a total of 151 beds with 51 spaces required. The applicant has requested a deviation from the parking standard to exceed the parking use with a proposal of 140

parkin spaces. All parking is proposed to be within the 3rd layer of the site as required for parking orientation within a PUD-MU District.

- The building design standards include brick and cementous siding; however, a deviation has been requested for windows/doors not spaced more than 20’ apart and window mutin patterns that follow the same pattern among an elevation greater than 100’.
- Any approval should be conditioned on the timely submittal of "As-approved" plans, which reflect the substance of the plans approved by the Planning Commission, as determined by the Zoning Administrator and the City Engineer.
- The Planning Commission is the **recommending body** to City Council for a Preliminary PUD Master Plan per section 8.5.21.K of the Zoning Ordinance that lists the criteria for Planning Commission action. The Planning Commission will be the decision-making authority for the Final PUD Master.

SITE INFORMATION

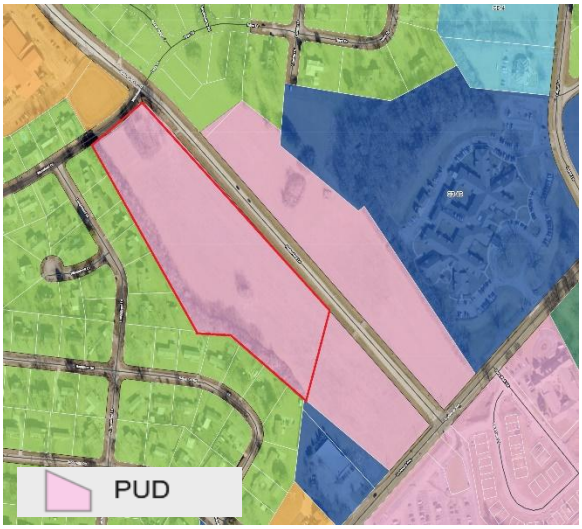
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD-MU	Vacant Land	Assisted Living Facility	+ /- 9.4 acres



FUTURE LAND USE MAP (Suburban Neighborhoods)

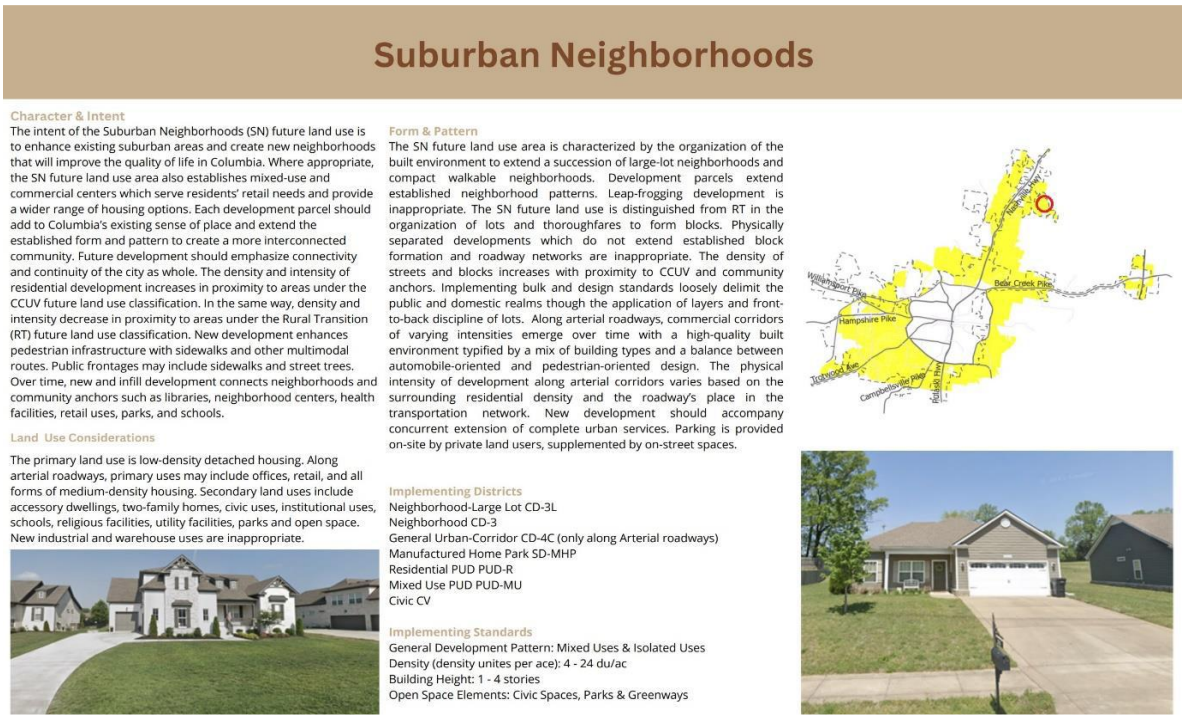


ZONING MAP (PUD-MU)



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	**Zoning**	**Current Use**
Subject Property	**Suburban Neighborhoods**	**PUD-MU**	**Vacant**
North	**Suburban Neighborhoods**	**CIVIC**	**Woodard School**
South	**Suburban Neighborhoods**	**PUD-MU**	**Vacant**
East	**Suburban Neighborhoods**	**CD-3**	**Single-Family Residential**
West	**Suburban Neighborhoods**	**PUD-MU**	**Vacant**

CONSISTENCY WITH CONNECT COLUMBIA



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 whole. The density and intensity of residential development increases in proximity to areas under the CCUV future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools.

Land Use Considerations

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

Form & Pattern

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

Implementing Districts

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

Implementing Standards

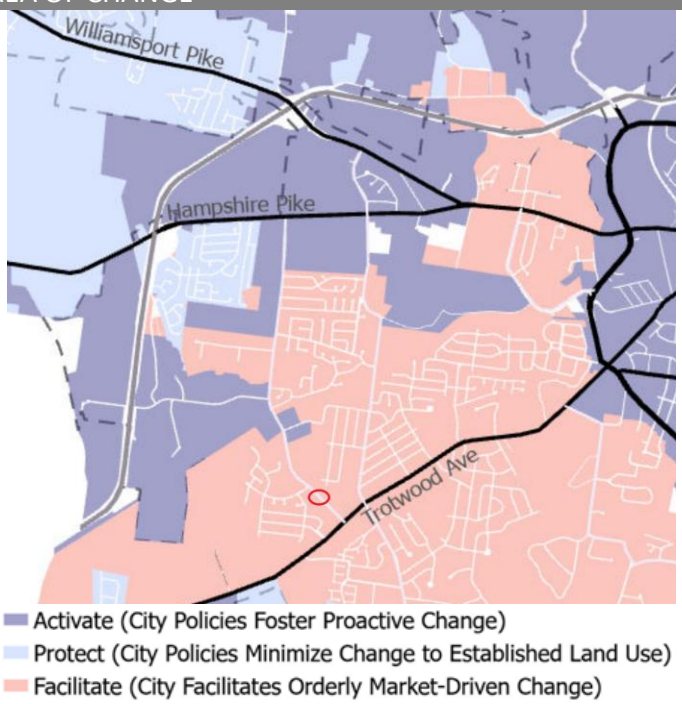
General Development Pattern: Mixed Uses & Isolated Uses
Density (density unites per ace): 4 - 24 du/ac
Building Height: 1 - 4 stories
Open Space Elements: Civic Spaces, Parks & Greenways

Suburban Neighborhoods: This requested Site Development Plan is located within the Suburban Neighborhoods Future Land Use. The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents' retail needs and provide a wider range of housing options. Each development parcel should add to Columbia's existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as whole. The density and intensity of residential development increases in proximity to areas under the CCUV future land use classification. In the same way, density and intensity decrease

in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods, and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks and schools. This request adheres to this future land use policty as this proposed long-term health care filty includes an additional sidewalk along the frontage of Rutherford Lane and Westwood drive that futher interconnects the neighborhood with future connectivity of adjacent uses such as nearby Woodard School.

AREA OF CHANGE

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



CONFORMITY WITH ZONING ORDINANCE

Landscaping & Tree Inventory/ Buffering:

This site development plan conforms to all internal landscaping standards for parking lot islands and frontage landscaping. An existing 50' tree buffer will remain as required for any buffer between a PUD-MU and CD-3 district. This buffer is required along the southern line of the site. A PUD-MU district within an existing 19% of existing tree canopy on site is required to retain 24% or 0.45 acres. The applicant has retained 67% of the existing tree canopy when preserving the existing rear buffer. In addition, the applicant has indicated 5 heritage trees on the site that are greater than 24' in caliper. These five trees are proposed to be removed with 156 caliper inches of replacement trees required. Among the site, 63 replacement trees have been indicated that are proposed within courtyard areas and at the front and rear of the property. The proposed replacement trees indicated that they do not count towards other required trees such as required parking lot island trees and frontage trees.

Parking/Loading:

The Zoning Ordinance requires a site parking ratio not to exceed 30% of the maximum requirement. An institutional long-term care use has a parking ratio of 1 space per 3 beds. The proposal indicates a total of 151 beds with 51 spaces required. The applicant has requested a deviation from the parking standard to exceed the parking use with a proposal of 140 parking spaces. All parking is proposed to be within the 3rd layer of the site as required for parking orientation within a PUD-MU District.

Lots, Building Sites & Bulk Standards:

Staff prepared the tables below to demonstrate how the proposed development conforms to the bulk and design standards of the Zoning Ordinance. Table 1 describes applicable bulk standards per the Zoning Ordinance for a PUD-MU character district in which the subject property is zoned. Table 2 describes the design standards of the Zoning Ordinance per § 4.3.1-M of the Zoning Ordinance within a PUD-MU District.

Table 1 (PUD-MU) Mixed Use Planned Unit Development Bulk Standards		
Bulk Standards:	**Required**	**Proposed**
Minimum Lot/ Building Site Width Minimum and Maximum:	18 ft. min/ 180 ft. max	Building Site 1- 576' Building Site 2- 453'
Lot/Building Enfrontment:	Facades must have main entrance in principle of building frontage	The façade of the building enfronts a dedicated internal drive street section.

Building Height:	2 stories minimum **Subject to adjacent uses in PUD MU per Planning Commission*	1 story
Frontage Buildout:	60% minimum	Building 1- 61.6% (Excluding TVA Easement) Building 2- 35%
Setbacks:	**Principal Buildings** **Front:** – 0-20 ft. **Side:** – 0' attached, 10 ft-24ft. **Rear:** NR.	**Front:** – 20 ft. **Side:** - 24 ft + **Rear:** NR

Architectural Design Standards:

Table-2 (PUD-MU) Mixed Use Planned Unit Development Architectural Standards		
Design Standards:	**Required**	**Proposed**
Main Entrance:	Main Entrance must be in Façade of Principal Frontages.	Main entrance enfronts a defined street section (Rutherford Ln)
Vertical Composition:	Identifiable Base, Middle, & Cap	The facade includes a defined base, middle, and cap.
Façade Position & Façade Articulation:	Main entrance at façade & position parallel to frontage line. A façade greater than 100' shall be differentiated so that it appears to be comprised of two or more adjacent buildings.	The principal frontage is parallel to the frontage. Window mutin pattern does not change every 100' per elevation.
Façade Openings:	20 ft. or less spacing for windows/doors	Proposed windows and/or doors are not spaced 20' apart.
Façade Glazing:	20-60 % non-shopfront, 50% for shopfront	20%, non-shoprfront facade
Window Shape:	Square or vertical proportions	All windows are square or vertical proportioned
Window Alignment:	Upper floor windows and other features must be aligned with those of first floor	All windows are ground level with exception to window dormer elements within visible roofline.
Window Types:	Single-hung, double-hung, casement.	All windows adhere to the window type standards as described.

Window Glazing Material:	Clear	All windows proposed to be clear glass.
Window Trim in 1st Layer:	Min 4 in. trim with sill and top plate/ soldier course above lintel and rowlock course below sill	Elevations contain window trim and rowlock and solider course around window areas where brick is used as a façade material.
Shutters:	Functional to cover half of window width/ shutter dogs	Shutters are not proposed on windows.
Façade Window Sill Height:	5 ft. min above grade (residential only)	N/A (*Commercial uses do not have this requirement*)
Façade Variety:	No façade may exist more than once on a block face or within view of same façade	The block face consists of two facades that differ slightly with window and door placement and materials.
Roof Type & Pitch:	Hip/ Gable/ Flat	Gable
Primary Building Materials:	Brick, Fiber Cement Board, Wood, Authentic stucco over masonry	All elevations indicate a primary façade material of brick and fiber board siding with shake siding elements in gable ends at entrances.
Foundation Cladding:	Brick or Natural Stone	Brick
Building Colors:	Up to 3 colors, including the natural color of any allowed materials, but excluding trim color.	Does not exceed 3 colors.

REVIEW PROCESS

Section **8.3.3.B.7** of the Zoning Ordinance authorizes the Planning Commission to make "Recommendations to the City Council on a preliminary Master PUD Development Plan." Sections 8.5.21.B.3 and 8.5.21.K of the Zoning Ordinance establish the criteria for Planning Commission review and action on the proposed Preliminary PUD Master Plan.

8.5.21.B Master PUD Development Plan Approval

3. Without limitation to Section 8.5.21.B.2 above, approval of Rezoning of property to a PUD District, Zoning Text Amendment application related to a PUD, or a Master PUD Development Plan are subject to the Planning Commission's and the City Council's first making formal, written findings regarding each of the items listed in Section 8.5.21.B.2 and that the proposed Development, such applications, and approvals:

Approval of a Master PUD Development Plan [is] subject to the Planning Commission's and the City Council 's first making formal, written findings regarding each of the items listed in Section 8.5.21 B.2 and that the proposed Development, such applications, and approvals:

a. conforms to all applicable standards and requirements of this Ordinance,

b. would be compatible with other Development permitted under all applicable provisions of this Ordinance;

c. will not significantly interfere with the use and enjoyment of other land in the vicinity;

d. adequately conserve woodland and the protect water courses from erosion and siltation;

e. maximizes safety, convenience, and amenities for the residents and visitors of the Development; and

f. adequately address all such other matters as they may find to have a material bearing upon the stated standards and objectives of this Ordinance.

4. Unless specifically exempted, the standards and requirements contained in this Section 8.5.21 shall be in addition to all other applicable standards and requirements established in this Ordinance.

8.5.21.K.1 Planning Commission Action on Preliminary Master PUD Development Plan
Before making any recommendation on a Preliminary Master PUD Development Plan or an amendment to an existing approved Preliminary Master PUD Development Plan, the Planning Commission shall consider the Certificate of Compliance and all recommendations from the Zoning Administrator, the City Engineer, and other City departments, and shall conduct a public hearing.

Section **8.3.2.B.4** directs the City Council to reach a final decision on the preliminary Master PUD Development Plan of a Planned Unit Development. If the City Council approves the Preliminary PUD Master Plan, the applicant will have two years to submit a Final PUD Master Plan. The Planning Commission shall determine whether the Final PUD Master Plan complies with the Preliminary Master Plan (§ 8.5.21.Q)

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The Development Review Committee reviewed the proposed Preliminarily PUD Master Plan at its December 2025 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized above.

- **Planning** highlighted the clarification for frontage buildout and noted that a preliminary plat would be required for further subdivision the land that excludes a portion of the property not shown within the PUD Master Plan proposal.
- **Engineering** noted a traffic study memo or scope to indicate peak hour trips less than 75. The applicant stated that the utilization of the 12th edition trip generation model will be used that will produce 29 AM peak hours trips and 36 PM peak hour trips for the proposed use.
- **Columbia Water** indicated that the water availability letter was issued on **November 19th, 2025,** and 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.
- **Fire** noted that with CPWS indicating 750 gpm currently, a tanker truck can bring an additional 600 gpm that is allocated for the minimum 1250 gpm.

SAMPLE MOTIONS

Approve:

Recommend Approval:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan as presented *[, subject to technical comments and other conditions presented by planning staff*].

Recommend Approval Subject to Conditions:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Recommend Denial:

Move to recommend denial of the Rezoning to PUD-MU having found, based on the information presented by the applicant and the analysis provided by city staff, that the

criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance, are not satisfied [*list specific reasons for denial*].

Defer:

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

REGULAR MEETING

CALL TO ORDER/ROLL CALL

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

INVOCATION BY LEE SHADRICK OF HIGHLAND PARK BAPTIST CHURCH

Mayor Molder shared the news that former Mayor Dean Dickey passed away this morning. Mayor Molder spoke of him as a fine Mayor for this community. Vice Mayor McBroom said Mayor Dickey got him started in politics, he was a mentor to him, and a good man. Vice Mayor McBroom said Mayor Dickey was not afraid, knew where he was going, he was happy, and had a great life and married his childhood sweetheart.

A moment of silence was held before the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Molder led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

All Council Members present voted aye.

PRESENTATIONS

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE RETIREMENT BENEFITS FOR JEREMY ALSUP, POLICE CHIEF, POLICE DEPARTMENT, PRESENTATION OF RETIREMENT PLAQUE BY MAYOR MOLDER**

Council Member McCullen arrived at 5:41 p.m.

Mayor Molder moved to approve the retirement benefits for Jeremy Alsup. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Mayor Molder presented Chief Alsup with his retirement plaque and thanked him for his service to our community.

Item 6.2. - **APPROVE THE MINUTES OF THE DECEMBER 11, 2025 CITY COUNCIL MEETING**

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

All Council Members present voted aye.

PUBLIC HEARINGS

Item 1. - **PUBLIC HEARING ON ORDINANCE NO. 4574 - AN ORDINANCE TO AMEND ORDINANCE NO. 4487, THE CONNECT COLUMBIA COMPREHENSIVE PLAN BY RECLASSIFYING THE FUTURE LAND USE DESIGNATION FOR TAX MAP 112 PARCELS 17 AND 18.02, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE, FROM RURAL TRANSITION TO SUBURBAN NEIGHBORHOODS - WARD 1**

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

Mayor Molder advised this and the next item will be deferred per the applicant's request.

There being no one present to speak on the Public Hearing for Ordinance No. 4574, Council Member Marshall moved to close the Public Hearing on Ordinance No. 4574. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 2. - **PUBLIC HEARING ON ORDINANCE NO. 4575 - 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. 25-83, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE BEING TAX MAP 112 PARCEL 17 TO CD-3L (LARGE LOT NEIGHBORHOOD CHARACTER DISTRICT) AND CV(CIVIC) - WARD 1**

Mayor Chaz Molder 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, Mayor Chaz Molder City Manager Tony Massey, City Attorney Jake Hubbell, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

Commissioner Eric Previti and a citizen shared their sentiments that Trotwood can't handle any more traffic/growth.

There being no one further to speak on the Public Hearing for Ordinance No. 4575, Council Member Marshall moved to close the Public Hearing on Ordinance No. 4575. Council Member Secrest seconded the motion.

All Council Members present voted aye.

Item 3. - **PUBLIC HEARING ON ORDINANCE NO. 4576 - AN ORDINANCE TO AMEND TITLE 18, CHAPTER 3 OF THE COLUMBIA MUNICIPAL CODE BY AMENDING 18-310 TO INCREASE THE WATER IMPACT FEE UPON NEW WATER CUSTOMERS TO SERVE THE DEMAND FOR WATER SYSTEM CAPITAL FACILITIES AND PUBLIC IMPROVEMENTS**

Mayor Chaz Molder 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, Mayor Chaz Molder City Manager Tony Massey, City Attorney Jake Hubbell, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

County Commissioner Eric Previti stated growth should pay for growth and supports the passage of impact fees to do that.

Neal Blair spoke in favor of the proposed ordinance.

There being no one further present to speak on the Public Hearing for Ordinance No. 4576, Council Member McCullen moved to close the Public Hearing on Ordinance No. 4576. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 4. - **PUBLIC HEARING ON ORDINANCE NO. 4577 - AN ORDINANCE AMENDING TITLE 18, CHAPTER 3, SECTION 18-303, OF THE MUNICIPAL CODE OF THE CITY OF COLUMBIA BY REPLACING IN ITS ENTIRETY PRESENT SCHEDULES A AND B AND ADOPTING AND APPROVING THE FOLLOWING SCHEDULES A AND B.**

Mayor Chaz Molder 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, Mayor Chaz Molder City Manager Tony Massey, City Attorney Jake Hubbell, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

The following citizens shared their support for Ordinance No. 4577: Bruce Peden, James Dallas, Gale Moore and Tom Peoples.

The following citizens shared their opposition or asked Council to "pause" Ordinance No. 4577: County Commissioner Eric Previti, Bob Crichton, Bart Whatley, Ken Newell, a citizen, Neal Blair, Dustin Kittle, Denise Roddey, County Commissioner Danny Grooms, County Commissioner Mike Kuzawinkski, Dave Webb, Wayne Romesburg, Representative Scott Cepicky, Anson Anderson, Andi Aukshunas, Kyle Aukshunas, Keith Harrison, Tim Mullen, Matthew Whatley, Annie Cohing, Jason Gilliam, Teresa Briggs, County Commissioners Scott Sumners, County Commissioner Kevin Markham, Andrea Stavropoulos, County Commissioner Kenny Morrow, Chris Wong, Larry Hampton, Bethany Torino, Eric Turner, Dale Mcalister, Connie Gowens, Joey Davenport,

Paula Moore and Jamila Brown also spoke during the Public Hearing.

There being no one further present to speak on the Public Hearing for Ordinance No. 4577, Council Member Marshall moved to close the Public Hearing on Ordinance No. 4577. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 5. - **PUBLIC HEARING ON ORDINANCE NO. 4579 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY DEANNEXING PROPERTIES LOCATED OFF DARKS MILL ROAD, BEING TAX MAP 52 PARCELS 38.03, 38.05, 38.06 AND TAX MAP 66 PARCELS 1.01, 1.02, AND 1.03. - CITYWIDE**

Mayor Chaz Molder 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, Mayor Chaz Molder City Manager Tony Massey, City Attorney Jake Hubbell, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

Justin Batt requested Council approve this Ordinance.

There being no one further present to speak on the Public Hearing for Ordinance No. 4579, Council Member McKelvy moved to close the Public Hearing on Ordinance No. 4579. Council Member McCullen seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

Council Member Huffman moved to approve the Consent Agenda with Item 7.2 Acknowledge Receipt of Form CT-0253, "Report on Debt Obligation" for Water System

Revenue Anticipation Note, Series 2023 (Extension) being removed from the Consent Agenda. Council Member McKelvy seconded the motion.

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

Item 7.1. - **APPROVE DISBURSEMENTS FOR THE MONTH OF NOVEMBER 2025 IN THE AMOUNT OF $4,704,985.91**

Item 7.3. - **ACKNOWLEDGE RECEIPT OF FORM CT-0253, "REPORT ON DEBT OBLIGATION" FOR WATER SYSTEM REVENUE ANTICIPATION NOTE, SERIES 2025**

Item 7.4. - **APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE END USER LICENSE AGREEMENT BETWEEN THE CITY OF COLUMBIA AND LOCAL GOVERNMENT CORPORATION**

Item 7.5. - **ACCEPTANCE OF THE RAILROAD AND UTILITY AD VALOREM ASSESSMENTS FOR THE TAX YEAR 2025**

Item 7.6. - **APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A 5 (FIVE) YEAR LEASE AGREEMENT BETWEEN PROVIDENTIAL BROADCASTING, LLC AND THE CITY OF COLUMBIA ALLOWING THE INSTALLATION AND OPERATION OF EQUIPMENT TO RECEIVE AND TRANSMIT SIGNALS ON THE TOWER LOCATED AT 501 RESERVOIR HILL ROAD**

Item 7.7. - **APPROVE PURCHASE FROM WILSON COUNTY MOTORS IN THE AMOUNT OF $85,775.44 FOR A 2026 CHEVROLET SILVERADO 3500 CREW CAB DIESEL PICKUP USING STATEWIDE CONTRACT**

Item 7.8. - **APPROVE REIMBURSEMENT IN THE AMOUNT OF $427,500 TO SDH NASHVILLE, LLC FOR PARTIAL SURETY RELEASE FOR ARMSTRONG MEADOWS SECTION 4**

Item 7.9. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN CHANGE ORDER NO. 2 BETWEEN THE CITY OF COLUMBIA AND WATER MANAGEMENT SERVICES, LLC, FOR MATERIALS INSTALLED TO CONNECT TO THE EXISTING FORCE MAIN ELEVATION FOR THE CARTERS CREEK FORCE MAIN RELOCATION PROJECT IN THE AMOUNT OF $47,648.**

Item 7.2. - **ACKNOWLEDGE RECEIPT OF FORM CT-0253, "REPORT ON DEBT OBLIGATION" FOR WATER SYSTEM REVENUE ANTICIPATION NOTE, SERIES 2023 (EXTENSION)**

Council Member Huffman asked CEO President Hardin how soon CPWS plans on paying the note back. CPWS CFO Ashley Maddux went over how CPWS plans on paying the note back.

Council Member McKelvy moved to approve Item 7.2 - Acknowledge receipt of Form CT-0253, "Report on Debt Obligation" for Water System Revenue Anticipation Note, Series 2023 (Extension). Council Member Marshall seconded the motion.

All Council Members present voted aye.

ADMINISTRATION

RESOLUTIONS

Item 9.1. - **RESOLUTION NO. 26-01 - A RESOLUTION ACCEPTING OWNERSHIP AND MAINTENANCE OF THE TRAFFIC SIGNAL AS WELL AS ROADWAY IMPROVEMENTS AT NASHVILLE HIGHWAY AND HONEY FARM WAY IN THE CITY OF COLUMBIA**

Council Member Marshall moved to approve Resolution No. 26-01. Council Member Secrest seconded the motion.

All Council Members present voted aye.

Item 9.2. - **RESOLUTION NO. 26-02 – TAX CORRECTIONS**

Council Member McCullen moved to approve Resolution No. 26-02. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 9.3. - **RESOLUTION NO. 26-03 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS SERVING MORGAN MEADOWS SUBDIVISION, PHASE 3, FOR OWNERSHIP AND MAINTENANCE**

Mayor Molder moved to approve Resolution No. 26-03. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 9.4. - **RESOLUTION NO. 26-04 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING 7 BREW**

The motion was made to approve Resolution No. 26-04. The motion was seconded.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - **2ND 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**

Vice Mayor McBroom advised he will abstain from this vote.
Joshua Moore presented a petition against Water's Edge. Joshua Moore and Dustin Kittle shared their concerns about various items regarding Water's Edge.
Development Services Director Keltner went over the various plans that this property has seen over the years.
After further discussion, Council Member McKelvy moved to approve Ordinance No. 4563 on second consideration. Council Member Marshall seconded the motion.
All Council Members present voted aye with the exception of Council Member Huffman who vote no and Vice Mayor McBroom who abstained. Ordinance No. 4563 passed.

Item 10.2. - **2ND CONSIDERATION OF ORDINANCE NO. 4567 – AN ORDINANCE TO AMEND TITLE 3 OF THE COLUMBIA MUNICIPAL CODE REGARDING MUNICIPAL COURTS**

Council Member McKelvy moved to approve Ordinance No. 4567 on second consideration. Council Member McCullen seconded the motion.

All Council Members present voted aye.

Item 10.3. - **2ND CONSIDERATION OF ORDINANCE NO. 4576 - AN ORDINANCE TO AMEND TITLE 18, CHAPTER 3 OF THE COLUMBIA MUNICIPAL CODE BY AMENDING 18-310 TO INCREASE THE WATER IMPACT FEE UPON NEW WATER CUSTOMERS TO SERVE THE DEMAND FOR WATER SYSTEM CAPITAL FACILITIES AND PUBLIC IMPROVEMENTS**

County Commissioner Eric Previti shared his support for this item.

Council Member McKelvy moved to approve Ordinance No. 4576 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.4. - **2ND CONSIDERATION OF ORDINANCE NO. 4577 - AN ORDINANCE AMENDING TITLE 18, CHAPTER 3, SECTION 18-303, OF THE MUNICIPAL CODE OF THE CITY OF COLUMBIA BY REPLACING IN ITS ENTIRETY PRESENT SCHEDULES A AND B AND ADOPTING AND APPROVING THE FOLLOWING SCHEDULES A AND B.**

The following shared their support for this item: Andreas Eastep, Shauna Pounders, and Dr. Christa S. Martin.

The following shared their opposition for this item: Trevor Pennington, John Farmer,

County Commissioner Mike Kuzawinski, County Commissioner Scott Sumners, Anson Anderson, Connie Gowens, Marsha Howard, Jaxx Howard, County Commissioner Gabe Howard, Bob Crichton, County Commissioner Eric Previti, April Anderson, Wayne Romesburg, Jason Gilliam, County Mayor Sheila Butt, Representative Scott Cepicky, Eric Turner, Neal Blair, Dustin Kittle, and Robert Lacy.

The following also spoke: Jamila Brown, Trent Ogilvie, Paula Wood and Kaliente Glenn.

Mayor Molder advised CPWS and TDEC representatives were present tonight to answer questions.
Council Member Huffman moved to defer Ordinance No. 4577 to the next Council Meeting. Mayor Molder clarified that a motion to defer means they cannot hear from TDEC and others. City Attorney Hubbell advised discussion would only be on whether to defer or not. The motion to defer failed due to a lack of a second.
There was lengthy discussion between Council and representatives from the Duck River Agency, TDEC, and CPWS.

After discussion, Council Member Marshall moved to approve Ordinance No. 4577 on second consideration. Council Member McCullen seconded the motion.
All Council Members present voted aye with the exception of Council Member Huffman and Mayor Molder who voted no. Ordinance No. 4577 passed.

Item 10.5. - **1ST CONSIDERATION ON ORDINANCE NO. 4574 - AN ORDINANCE TO AMEND ORDINANCE NO. 4487, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE FUTURE LAND USE DESIGNATION FOR TAX MAP 112 PARCELS 17 AND 18.02, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE, FROM RURAL TRANSITION TO SUBURBAN NEIGHBORHOODS - WARD 1**

The applicant requested this item be deferred. Mayor Molder moved to defer Ordinance No. 4574 on first consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 10.6. - **1ST CONSIDERATION ON ORDINANCE NO. 4575 - 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. 25-83, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE BEING TAX MAP 112 PARCEL 17 TO CD-3L (LARGE LOT NEIGHBORHOOD CHARACTER DISTRICT) AND CV(CIVIC) - WARD 1**

The applicant requested this item be deferred. Council Member McKelvy moved to defer Ordinance No. 4575 on first consideration. Council Member Huffman seconded the motion.

All Council Members present voted aye.

Item 10.7. - **1ST CONSIDERATION ON ORDINANCE 4579 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY DEANNEXING PROPERTIES LOCATED OFF DARKS MILL ROAD, BEING TAX MAP 52 PARCELS 38.03, 38.05, 38.06 AND TAX MAP 66 PARCELS 1.01, 1.02, AND 1.03. - CITYWIDE**

Council Member McKelvy moved to approve Ordinance No. 4579 on first consideration. Mayor Molder seconded the motion.

All Council Members present voted aye.

Item 10.8. - **1ST CONSIDERATION OF ORDINANCE NO. 4580 - AN ORDINANCE FOR THE ABANDONMENT OF A RIGHT OF WAY BEING COLUMBIA ROCK PRODUCTS ROAD AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER QUITCLAIM DEEDS TO THE PROPERTY OWNER**

Council Member McKelvy moved to approve Ordinance No. 4580 on first consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

Mayor Molder thanked Council for what was a long meeting and couple months, but it was a good meeting with public comments. Mayor Molder advised we can still work together to ensure the project has the most minimum impact on the rate payers going forward.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Mayor Molder moved to adjourn the meeting. Council Member McKelvy seconded the motion. All members present voted aye. The meeting adjourned at 10:12 PM.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: APPROVE THE RATIFICATION OF RETIREMENT BENEFITS FOR TERRY BOATRIGHT, PLANT OPERATOR, WASTEWATER, AND PRESENTATION OF RETIREMENT PLAQUE BY MAYOR MOLDER

RECOMMENDATION: Approve.

INFORMATION: Terry Boatright has been an employee of the City of Columbia for 24 years. His effective retirement date is January 29, 2026 with pension payments to begin on February 1, 2026.

CERTIFICATION:

ATTACHMENTS: Staff Report

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: APPROVAL OF RETIREMENT BENEFITS FOR DARREL SOUTH, RECREATION AIDE II, PARKS AND RECREATION

RECOMMENDATION: Approve.

INFORMATION: Darrel South was an employee of the City of Columbia for 24 years. His effective retirement date is February 4, 2026 with pension payments to have begun on March 1, 2026.

CERTIFICATION:

ATTACHMENTS: Staff Report.

CITY OF COLUMBIA

DISBURSEMENTS FOR MONTH ENDING DECEMBER 31, 2025

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	4,429,570.58	880,667.71	2,788,180.23	760,722.64
Sanitation Fund	357,800.55	51,263.82	142,605.66	163,931.07
Wastewater Fund	5,476,289.74	668,476.84	338,134.82	4,469,678.08
Street & Transportation Fund				-
State Street Aid	28,195.66	-		28,195.66
Drug Fund	444.53			444.53
Debt Service Fund	-			-
Capital Projects Fund	158,486.80	3,596.50		154,890.30
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	1,215,611.13	987,027.42		228,583.71
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board	844,430.96			844,430.96
Grant Fund	633,771.54	35,960.50		597,811.04
	$ 13,144,601.49	$ 2,626,992.79	$ 3,268,920.71	$ 7,248,687.99

205578	12/02/2025	Advance Paving	3,950.00
205579	12/02/2025	ARDURRA GROUP INC	37,000.00
205580	12/02/2025	JUDY - ESCROW	106,251.38
205581	12/02/2025	JUDY CONSTRUCTION COMPANY	2,080,373.75
205582	12/03/2025	Watershed Public Theatre	300.00
205583	12/04/2025	8X8 INC	5,466.35
205584	12/04/2025	ACE HARDWARE	43.21
205585	12/04/2025	ADAM'S STUMP GRINDING	500.00
205586	12/04/2025	ARDURRA GROUP INC	9,800.00
205587	12/04/2025	AT&T	1,349.80
205588	12/04/2025	Atmos Energy	2,398.32
205589	12/04/2025	Best One Tire	391.40
205590	12/04/2025	Brandon Schroeder	282.00
205591	12/04/2025	Break Time Services	45.00
205592	12/04/2025	CHARTER COMMUNICATIONS	1,099.00
205593	12/04/2025	Cintas Corporation #241	4,214.50
205594	12/04/2025	City Of Columbia	245,178.16
205595	12/04/2025	Colonial Life	6,771.84
205596	12/04/2025	Columbia Machine Works	15,688.00
205597	12/04/2025	Columbia Oil Company Inc	22,535.92
205598	12/04/2025	Columbia Paint & Wallcover	119.98
205599	12/04/2025	COLUMBIA POWER & WATER SYSTEMS	19,502.54
205600	12/04/2025	COMBINED INSURANCE, A CHUBB COMPANY	905.72
205601	12/04/2025	COMMUNICATIONS INTERNATIONAL INC	479.35
205602	12/04/2025	Complete Forms Supply Co LLC	95.00
205603	12/04/2025	Convergint Technologies	6,418.16
205604	12/04/2025	Copycats Print Services Llc	110.50
205605	12/04/2025	Culleoka Company LLC	1,648.00
205606	12/04/2025	CUMBERLAND ESCROW - DUCK RIVER	2,694.50
205607	12/04/2025	CUMBERLAND VALLEY CONSTRUCTORS, INC	51,195.50
205608	12/04/2025	Daniel Davis	150.00
205609	12/04/2025	Davis Tree Service	7,628.25
205610	12/04/2025	Dell Marketing L P	158.52
205611	12/04/2025	Duck River Electric	293.76
205612	12/04/2025	Farmers Family Restaurant	5,906.25
205613	12/04/2025	FEDERAL SIGNAL CORPORATION	59,540.00
205614	12/04/2025	Fleming Sheet Metal Shop	1,200.00
205615	12/04/2025	Freedom Hill Land Management	80.00
205616	12/04/2025	Daily Herald (Ads)	225.64
205617	12/04/2025	Global Industrial	959.70
205618	12/04/2025	Gresham Smith & Partners	1,355.74
205619	12/04/2025	HAWKINS & PRICE, LLC	39,900.00
205620	12/04/2025	Heritage-Crystal Clean, LLC	486.19
205621	12/04/2025	HISCALL, INC	35,156.10
205622	12/04/2025	Industrial Municipal Controls LLC	945.00
205623	12/04/2025	J & M Supply Solutions	36.34
205624	12/04/2025	JEFF ELLIS & ASSOCIATES, INC	245.00
205625	12/04/2025	Joshua Seltz	282.00
205626	12/04/2025	LanLink Communications, LLC	1,682.49
205627	12/04/2025	Liquidity Services Operations LLC	1,348.23
205628	12/04/2025	Lynch Equipment Sales	266.00
205629	12/04/2025	MAIN STREET MEDIA OF TN	173.48

205630	12/04/2025	Marshall County Solid Waste and Recycling	1,539.85
205631	12/04/2025	Maury County 911	30,236.64
205632	12/04/2025	Maury County Trustees Office	567,556.80
205633	12/04/2025	MID-SOUTH ELECTRIC INC	800.00
205634	12/04/2025	WILLIAM W. FORIEST	75.00
205635	12/04/2025	MSD Environmental Services, Inc	436.72
205636	12/04/2025	Office Warehouse LLC	3,863.00
205637	12/04/2025	Preventia Security	601.05
205638	12/04/2025	Red Bud Supply Inc	1,663.30
205639	12/04/2025	CMW INVESTMENTS	464.00
205640	12/04/2025	J & N PROPERTIES	111.00
205641	12/04/2025	Robert J Young Company LLC	34.01
205642	12/04/2025	Rogers Group Inc	478.50
205643	12/04/2025	Safe Industries	2,975.00
205644	12/04/2025	SAVE THE DAY PORTABLES	958.31
205645	12/04/2025	Servant Fire Protection	2,360.00
205646	12/04/2025	Siddons-Martin Emergency Group LLC	1,632.49
205647	12/04/2025	SMITH SHOLAR ASSOCIATES PLLC	39,642.47
205648	12/04/2025	SRM Concrete	1,147.22
205649	12/04/2025	State Of TN Attn: Lily White	237.50
205650	12/04/2025	State Systems, LLC	1,209.00
205651	12/04/2025	Steve Walters	126.20
205652	12/04/2025	Tennessee One-Call	11,606.88
205653	12/04/2025	THE DAILY HERALD	35.00
205654	12/04/2025	Tn Dept Of Revenue	316.93
205655	12/04/2025	Tops Business Systems	184.48
205656	12/04/2025	TRACY LATHAM	600.00
205657	12/04/2025	TRISTAR FIRE TENNESSEE LLC	225.00
205658	12/04/2025	Tyler Technologies, Inc	1,400.00
205659	12/04/2025	UMH Properties Inc	89.00
205660	12/04/2025	United Waste Haulers Of TN LLC	3,736.71
205661	12/04/2025	Verizon	3,468.36
205662	12/04/2025	Verizon Wireless 04	3,837.31
205663	12/04/2025	VERIZON WIRELESS 06	1,362.78
205664	12/04/2025	Vicki Benson	75.00
205665	12/04/2025	Vulcan Materials Co	4,123.23
205666	12/04/2025	Waypoint Business Solutions LLC	1,071.88
205667	12/04/2025	Wells Fargo Financial Leasing, Inc	639.92
205668	12/08/2025	City Of Col Employees Retireme	234,161.26
205669	12/08/2025	City Of Col Tn Retirement	23,594.30
205670	12/08/2025	Columbia Downtown, LLC	20,000.00
205671	12/08/2025	Columbia Health Foods	20,000.00
205672	12/08/2025	Donald J Herron, Jr	13,590.00
205673	12/08/2025	Hattie Jane's Creamery	1,234.68
205674	12/08/2025	Hoelscher Group, LLC	6,943.97
205675	12/08/2025	Pie Sensations	2,982.18
205676	12/08/2025	Walker Family Limited Partnership	2,820.00
205677	12/08/2025	South Central Tennessee Development District	3,000.00
205678	12/11/2025	Airgas USA, LLC	173.03
205679	12/11/2025	AQUAPHASE	451.16
205680	12/11/2025	AT&T	52.00
205681	12/11/2025	AT&T (Fiber Optics)	726.44

205682	12/11/2025	Atmos Energy	2,387.91
205683	12/11/2025	BAR Environmental Supply, Inc.	4,500.00
205684	12/11/2025	BEST CLEANERS OF COLUMBIA, LLC	462.91
205685	12/11/2025	NEW BRAND LINEN SERVICES	140.16
205686	12/11/2025	Break Time Services	144.00
205687	12/11/2025	CARDIO PARTNERS INC	700.00
205688	12/11/2025	CARRIE ANN BELL	150.00
205689	12/11/2025	Cintas Corporation #241	857.27
205690	12/11/2025	City Of Columbia	11,353.00
205691	12/11/2025	Colorkraft Auto Refinishers, LLC	8,293.60
205692	12/11/2025	Columbia Firefighter Assn	397.50
205693	12/11/2025	Columbia Garage Doors	16,580.00
205694	12/11/2025	Columbia Oil Company Inc	1,992.81
205695	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	40,848.29
205696	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	43,095.10
205697	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	1,155.74
205698	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	162.83
205699	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	4,546.21
205700	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	4,797.30
205701	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	132.15
205702	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	628.43
205703	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	1,575.03
205704	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	1,056.12
205705	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	2,166.96
205706	12/11/2025	COLUMBIA POWER & WATER SYSTEMS	1,875.91
205707	12/11/2025	COMPASS MEDIA LLC	1,000.00
205708	12/11/2025	Copycats Print Services Llc	40.44
205709	12/11/2025	CPWS - Broadband	1,314.97
205710	12/11/2025	CSL SERVICES, INC	6,250.00
205711	12/11/2025	Dominion Window Washing	40.00
205712	12/11/2025	Duck River Electric	3,078.19
205713	12/11/2025	Elvis Kilpatrick	150.00
205714	12/11/2025	Hal Haywood	150.00
205715	12/11/2025	Henderson, Hutcherson & McCullough	17,850.00
205716	12/11/2025	HOIST & CRANE SERVICE GROUP INC	2,969.73
205717	12/11/2025	KATE FREEMAN	75.00
205718	12/11/2025	Kimley-Horn & Associates, Inc	600.00
205719	12/11/2025	KRISTEN MEYERS	500.00
205720	12/11/2025	LENNAR HOMES OF TENNESSEE, LLC	1,041.00
205721	12/11/2025	MAIN STREET MEDIA OF TN	867.38
205722	12/11/2025	MARIA CATHARINA VAN DEVENTER	100.00
205723	12/11/2025	Maury Co United Way	647.00
205724	12/11/2025	Maury County Trustees Office	21,902.00
205725	12/11/2025	MAURY REGIONAL MEDICAL CENTER	60.00
205726	12/11/2025	Maury Regional Hospital Marshall Medical Ctr	8,980.50
205727	12/11/2025	MEGAN FITZGERALD	150.00
205728	12/11/2025	Millennium	8,186.83
205729	12/11/2025	AFRASYAB S. FARAHMAND	75.00
205730	12/11/2025	RITA D. CLEGG	75.00
205731	12/11/2025	Morgan Brothers Electric Inc	1,101.90
205732	12/11/2025	Motorola Solutions Inc	136.50
205733	12/11/2025	NexAir LLC	53.79

205734	12/11/2025	Preventia Security	239.96
205735	12/11/2025	PULTE GROUP INC - TN DIVISION	763.00
205736	12/11/2025	B I Naddy Revocable Trust	541.00
205737	12/11/2025	Closed Nashville LLC	510.36
205738	12/11/2025	JLL Real Estate Capital, LLC	159.00
205739	12/11/2025	Regent Homes LLC	103.00
205740	12/11/2025	The Way Realty & Auctions	40.00
205741	12/11/2025	SAMUEL HOLLIS EDWARDS	374.00
205742	12/11/2025	SHANNA BLACKMON	125.00
205743	12/11/2025	Siddons-Martin Emergency Group LLC	1,571.62
205744	12/11/2025	SONIA M SACHA	25.00
205745	12/11/2025	Southern Software Inc	18,328.00
205746	12/11/2025	State Systems, LLC	1,000.00
205747	12/11/2025	Summit Uniforms	100.00
205748	12/11/2025	Sun Life Financial	40,500.61
205749	12/11/2025	TN Bureau Of Investigation	560.00
205750	12/11/2025	Tn Dept Of Commerce & Insuranc	715.00
205751	12/11/2025	TN DEPT OF LABOR & WORKFORCE	55.00
205752	12/11/2025	Trane U.S. Inc	10,442.00
205753	12/11/2025	U S BANK	450.00
205754	12/11/2025	UMH Properties Inc	634.00
205755	12/11/2025	VERIZON CONNECT	265.30
205756	12/11/2025	Waynes Pest Control	175.00
205757	12/11/2025	Waypoint Analytical, LLC	76.00
205758	12/11/2025	WEIMER BEARING & TRANSMISSION, INC	49.79
205759	12/11/2025	WM CORPORATE SERVICES, INC	26,151.10
205760	12/18/2025	ACE HARDWARE	108.07
205761	12/18/2025	AMERICAN PUBLIC WORKS ASSOCIATION	2,259.00
205762	12/18/2025	Anthony Sharp	76.21
205763	12/18/2025	Atlantic Pools & Spas	790.98
205764	12/18/2025	Atmos Energy	3,515.24
205765	12/18/2025	Best One Tire	3,281.32
205766	12/18/2025	Break Time Services	90.00
205767	12/18/2025	Certified Languages International	15.95
205768	12/18/2025	Christopher Lovett	138.27
205769	12/18/2025	Cintas Corporation #241	1,310.04
205770	12/18/2025	CMS Uniforms & Equipment	1,650.00
205771	12/18/2025	Columbia Oil Company Inc	20,529.46
205772	12/18/2025	Columbia Paint & Wallcover	312.20
205773	12/18/2025	COLUMBIA POWER & WATER SYSTEMS	14,830.39
205774	12/18/2025	COLUMBIA POWER & WATER SYSTEMS	2,751.59
205775	12/18/2025	COLUMBIA POWER & WATER SYSTEMS	895.06
205776	12/18/2025	Copycats Print Services Llc	200.34
205777	12/18/2025	Culleoka Company LLC	444.00
205778	12/18/2025	CUMBERLAND ESCROW - BEAR CREEK	16,343.45
205779	12/18/2025	CUMBERLAND VALLEY CONSTRUCTORS, INC	310,525.54
205780	12/18/2025	Environmental Products Group Inc	425,199.60
205781	12/18/2025	Guthrie Sales & Service Inc	3,795.00
205782	12/18/2025	HEYDAY LLC	910.00
205783	12/18/2025	Impressions	485.40
205784	12/18/2025	J R Wauford & Co Cons Eng, Inc	31,300.00
205785	12/18/2025	JEFF ELLIS & ASSOCIATES, INC	105.00

205786	12/18/2025	Jim's Auto Accessories Inc	118.08
205787	12/18/2025	Johnson Controls	647.00
205788	12/18/2025	Lose Design - Lose & Associates, Inc	7,554.50
205789	12/18/2025	Mail Call	3,972.95
205790	12/18/2025	Maury Regional Hospital Marshall Medical Ctr	17,352.00
205791	12/18/2025	Maury Regional Medical Group	482.00
205792	12/18/2025	MCNEECE SERVICE COMPANY	4,700.00
205793	12/18/2025	Mid TN Fence LLC	3,955.00
205794	12/18/2025	CARLENE D. MESSICK	75.00
205795	12/18/2025	CHARMA L. WOOSLEY	75.00
205796	12/18/2025	Morgan Brothers Electric Inc	78.85
205797	12/18/2025	Preventia Security	220.00
205798	12/18/2025	PROCARE PBM	161,750.60
205799	12/18/2025	Public Entity Partners	36,829.41
205800	12/18/2025	INDIA BAUMGARTNER	517.00
205801	12/18/2025	Safe Industries	1,215.00
205802	12/18/2025	Sewah Studios Inc	3,380.00
205803	12/18/2025	SHARP SERVICES	475.00
205804	12/18/2025	Southern Pipe & Supply Co	557.62
205805	12/18/2025	State Systems, LLC	1,079.00
205806	12/18/2025	Stoltz Printing Co	222.50
205807	12/18/2025	T-Mobile Usa Inc	150.00
205808	12/18/2025	Ted's Sporting Goods	4,175.70
205809	12/18/2025	Temple Inc	13,781.00
205810	12/18/2025	Thad Jablonski	129.00
205811	12/18/2025	Thompson Machinery	1,411.50
205812	12/18/2025	Thomson Reuters - West	85.00
205813	12/18/2025	Tony Massey	514.00
205814	12/18/2025	Trane U.S. Inc	900.00
205815	12/18/2025	Turner & Osborne Tire Co	321.60
205816	12/18/2025	UDP MT PLEASANT DISPOSAL LLC	57,848.52
205817	12/18/2025	UNITED FARM & HOME COOPERATIVE	150.00
205818	12/18/2025	United Waste Haulers Of TN LLC	933.15
205819	12/18/2025	VERIZON CONNECT	351.85
205820	12/18/2025	Volkert Inc	1,132.80
205821	12/18/2025	Volunteer Paving LLC	73.04
205822	12/18/2025	Waynes Pest Control	210.00
205823	12/23/2025	ARDURRA GROUP INC	37,000.00
205824	12/23/2025	JUDY - ESCROW	68,930.27
205825	12/23/2025	JUDY CONSTRUCTION COMPANY	1,348,473.17
205826	12/23/2025	ALEXANDER HENSLEY	1,047.56
205827	12/23/2025	Atmos Energy	6,729.80
205828	12/23/2025	CARRIE ANN BELL	275.00
205829	12/23/2025	Chrysler Dodge Jeep Ram of Columbia	44,791.00
205830	12/23/2025	Cintas Corporation #241	710.23
205831	12/23/2025	Columbia Firefighter Assn	397.50
205832	12/23/2025	Columbia Oil Company Inc	2,558.98
205833	12/23/2025	COLUMBIA POWER & WATER SYSTEMS	1,441.91
205834	12/23/2025	COLUMBIA POWER & WATER SYSTEMS	7,012.94
205835	12/23/2025	COLUMBIA POWER & WATER SYSTEMS	2,164.07
205836	12/23/2025	COLUMBIA POWER & WATER SYSTEMS	1,634.16
205837	12/23/2025	Consolidated Pipe & Supply	304.00

205838	12/23/2025	Duck River Electric	160.83
205839	12/23/2025	Duck River Electric	36.93
205840	12/23/2025	Duck River Electric	20.12
205841	12/23/2025	Duck River Electric	234.67
205842	12/23/2025	Duck River Electric	42.77
205843	12/23/2025	ELIJAH WILLIAMS	432.00
205844	12/23/2025	Gresham Smith & Partners	902.40
205845	12/23/2025	JAMES AGEE	432.00
205846	12/23/2025	Jones & Lang Sporting Goods	60.00
205847	12/23/2025	JORDAN CORNWELL	432.00
205848	12/23/2025	KATE FREEMAN	100.00
205849	12/23/2025	KRISTEN MEYERS	500.00
205850	12/23/2025	Leaf Capital Funding LLC	668.26
205851	12/23/2025	MAIN STREET MEDIA OF TN	148.88
205852	12/23/2025	MARIA CATHARINA VAN DEVENTER	125.00
205853	12/23/2025	Maury Co Government	14,159.29
205854	12/23/2025	Maury Co United Way	647.00
205855	12/23/2025	MEGAN FITZGERALD	150.00
205856	12/23/2025	Scotty Moore	150.00
205857	12/23/2025	Mohawk Lifts LLC	41,119.38
205858	12/23/2025	MSD Environmental Services, Inc	13,500.00
205859	12/23/2025	Mutual Of Omaha	17,575.08
205860	12/23/2025	Robert J Young Company LLC	65.56
205861	12/23/2025	RYAN MOUNCE	432.00
205862	12/23/2025	SESAC, INC.	1,278.00
205863	12/23/2025	SHANNA BLACKMON	150.00
205864	12/23/2025	SONIA M SACHA	25.00
205865	12/23/2025	TN Comptroller Of The Treasury	4,406.00
205866	12/23/2025	Unum Life Insurance Co Of Amer	3,753.40
205867	12/23/2025	VERIZON WIRELESS 00028	354.31
205868	12/23/2025	Verizon Wireless 01	219.85
205869	12/23/2025	Verizon Wireless 03	41.97
205870	12/23/2025	Verizon Wireless 07	1,160.84
205871	12/23/2025	Verizon Wireless 09	57.28
205872	12/23/2025	Verizon Wireless 10	868.70
205873	12/23/2025	Waynes Pest Control	175.00
205874	12/30/2025	Colonial Life	6,750.73
205875	12/31/2025	AMERICAN PUMPING	3,000.00
205876	12/31/2025	ARDURRA GROUP INC	9,800.00
205877	12/31/2025	Atmos Energy	2,746.23
205878	12/31/2025	Ben Tudor	150.00
205879	12/31/2025	Blue Cardinal Chemical, LLC	3,245.39
205880	12/31/2025	Break Time Services	144.00
205881	12/31/2025	CHARTER COMMUNICATIONS	1,099.00
205882	12/31/2025	Chrysler Dodge Jeep Ram of Columbia	37,164.00
205883	12/31/2025	Cintas Corporation #241	693.67
205884	12/31/2025	Colorkraft Auto Refinishers, LLC	4,169.22
205885	12/31/2025	COLUMBIA POWER & WATER SYSTEMS	7,637.91
205886	12/31/2025	COLUMBIA POWER & WATER SYSTEMS	71.46
205887	12/31/2025	COLUMBIA POWER & WATER SYSTEMS	2,149.96
205888	12/31/2025	COLUMBIA POWER & WATER SYSTEMS	879.68
205889	12/31/2025	Copycats Print Services Llc	20.00

205890	12/31/2025	Corelogic Centralized Refunds	3,393.00
205891	12/31/2025	Dixie Diesel Service	3,335.84
205892	12/31/2025	Duck River Electric	666.58
205893	12/31/2025	EDDIE CAMPBELL & ASSOCIATES	750.00
205894	12/31/2025	Chris White	176.31
205895	12/31/2025	Eric Sutton Photography	350.00
205896	12/31/2025	CASEGUARD STUDIO	3,948.00
205897	12/31/2025	Firstnet Services Provided By AT&T Mobility	2,835.85
205898	12/31/2025	Fleming Sheet Metal Shop	1,200.00
205899	12/31/2025	Freedom Hill Land Management	625.00
205900	12/31/2025	FROGGYS FOG LLC	119.99
205901	12/31/2025	HD INK SCREEN PRINTING	216.00
205902	12/31/2025	Henderson, Hutcherson & McCullough	12,500.00
205903	12/31/2025	Impressions	60.00
205904	12/31/2025	Jones & Lang Sporting Goods	804.00
205905	12/31/2025	Joshua Seltz	2,040.00
205906	12/31/2025	KID'S PLACE	183.00
205907	12/31/2025	Lee Company	785.00
205908	12/31/2025	MAIN STREET MEDIA OF TN	584.68
205909	12/31/2025	Maury County 911	30,236.64
205910	12/31/2025	Maury Regional Medical Group	1,168.00
205911	12/31/2025	McNeece Service Company	4,881.00
205912	12/31/2025	DONNA F. WHITLEY	75.00
205913	12/31/2025	KEVIN L. HANVY	75.00
205914	12/31/2025	LINDA C. TILLERY	75.00
205915	12/31/2025	SYLVIA OWENS	75.00
205916	12/31/2025	THIRA CRAWFORD	75.00
205917	12/31/2025	MULETOWN SOUND, INC	5,000.00
205918	12/31/2025	NAFECO Inc	370.50
205919	12/31/2025	North Central Laboratories-NCL of Wisconsin, Inc	1,091.24
205920	12/31/2025	CLAYTON PROPERTIES GROUP	1,497.94
205921	12/31/2025	KCS PROPERTY LLC	20.00
205922	12/31/2025	KCS PROPERTY LLC	20.00
205923	12/31/2025	MICHAEL MCMASTER	15.00
205924	12/31/2025	MULTI STATE ESCROW ACCOUNT	56.20
205925	12/31/2025	MUSHTAQ SIDDIQI	32.50
205926	12/31/2025	NATIONSTAR MORTGAGE LLC DBA MR. COOPER	124.00
205927	12/31/2025	STARLIGHT HOMES TENNESSEE LLC	962.99
205928	12/31/2025	RYAN TAX COMPLIANCE SERVICES	806.00
205929	12/31/2025	ServiceMaster By Stechyn & Son	1,891.63
205930	12/31/2025	Southern Duplicating of Middle Tennessee	380.48
205931	12/31/2025	T-MOBILE	226.08
205932	12/31/2025	Temple Inc	220.00
205933	12/31/2025	TriStar Elevator LLC	1,142.00
205934	12/31/2025	UDP MT PLEASANT DISPOSAL LLC	48,585.06
205935	12/31/2025	United Waste Haulers Of TN LLC	832.45
205936	12/31/2025	Verizon Wireless 05	3,796.66
205937	12/31/2025	Virtual Academy	2,651.25
205938	12/31/2025	Vulcan Materials Co	907.38
205939	12/31/2025	Waynes Pest Control	990.00
205940	12/31/2025	Waypoint Analytical, LLC	220.00
205941	12/31/2025	WM CORPORATE SERVICES, INC	25,703.93

POOLED CASH CHECK LISTING

205942	12/31/2025	ZOHO CORPORATION	8,344.00

GENERAL

Total Purchase Cards:	$	87,679.34
Total Payroll Transfers:	$	2,788,180.23
Total Misc. Transfers:	$	880,667.71
Total Checks:	$	673,043.30
Total:	$	4,429,570.58

STATE STREET AID

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	-
Total Checks:	$	28,195.66
Total:	$	28,195.66

SANITATION

Total Purchase Cards:	$	-
Total Payroll Transfers:	$	142,605.66
Total Misc. Transfers:	$	51,263.82
Total Checks:	$	163,931.07
Total:	$	357,800.55

WASTEWATER

Total Purchase Cards:	$	-
Total Payroll Transfers:	$	338,134.82
Total Misc. Transfers:	$	668,476.84
Total Checks:	$	4,469,678.08
Total:	$	5,476,289.74

DRUG

Total Purchase Cards:	$	-
Total Checks:	$	444.53
Total:	$	444.53

INSURANCE

Total Misc. Transfers:	$	987,027.42
Total Checks:	$	228,583.71
Total:	$	1,215,611.13

CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 12/1/2025 - 12/31/2025

CAPITAL PROJECTS

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	3,596.50
Total Checks:	$	154,890.30
Total:	$	158,486.80

GRANT

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	35,960.50
Total Checks:	$	597,811.04
Total:	$	633,771.54

IDB

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	-
Total Checks:	$	844,430.96
Total:	$	844,430.96

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 PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE 1ST & 2ND QUARTER OF FY 2026 $121,000.00.

RECOMMENDATION: Approve.

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

The 2016 contract extension terminated on October 2, 2018. The City's FY 2026 budget includes $242,000 for the City's contribution towards facility operations, or $60,500 per quarter. An invoice has been received for the first and second quarter of FY 2026, which exceeds $60,5000. The invoice and supporting documentation have been reviewed by Finance.
As the operating agreement has expired, City Council approval is necessary prior to any payment towards shelter operation costs.

Certification: The Ciehf Financial Office certifies that $121,000 is budgeted and unencumbered in General-Misc. – Animal Services.

Attachments: Staff Report Animal Services Facility, FY 2026 Quarter 1, and FY 2026 Quarter 2.

Fund : **101** **General**

Account Number		Account Desciption	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
55120	**Animal Shelter**									
101	55010	County Official/Administrative Officer	(70,566.00)	0.00	(70,566.00)	5,881.20	17,643.60	0.00	(52,922.40)	25.00%
131	55010	Medical Personnel	(86,924.00)	0.00	(86,924.00)	0.00	0.00	0.00	(86,924.00)	0.00%
169	55010	Part-Time Personnel	(99,384.00)	0.00	(99,384.00)	4,762.14	14,626.82	0.00	(84,757.18)	14.72%
186		Longevity Pay	(150.00)	0.00	(150.00)	0.00	0.00	0.00	(150.00)	0.00%
186	55010	Longevity Pay	(650.00)	0.00	(650.00)	0.00	0.00	0.00	(650.00)	0.00%
187		Overtime Pay	(8,500.00)	0.00	(8,500.00)	809.45	3,821.96	0.00	(4,678.04)	44.96%
187	55010	Overtime Pay	(15,000.00)	0.00	(15,000.00)	1,148.85	1,916.76	0.00	(13,083.24)	12.78%
189		Other Salaries & Wages	(119,510.00)	0.00	(119,510.00)	7,471.17	26,384.82	0.00	(93,125.18)	22.08%
189	55010	Other Salaries & Wages	(381,823.00)	0.00	(381,823.00)	31,567.04	92,853.80	0.00	(288,969.20)	24.32%
201		Social Security	(7,948.00)	0.00	(7,948.00)	512.28	1,869.47	0.00	(6,078.53)	23.52%
201	55010	Social Security	(40,578.00)	0.00	(40,578.00)	2,617.98	7,682.09	0.00	(32,895.91)	18.93%
204		State Retirement	(10,023.00)	0.00	(10,023.00)	571.96	2,286.59	0.00	(7,736.41)	22.81%
204	55010	State Retirement	(46,174.00)	0.00	(46,174.00)	2,451.85	7,503.12	0.00	(38,670.88)	16.25%
206		Life Insurance	(168.00)	0.00	(168.00)	8.40	31.50	0.00	(136.50)	18.75%
206	55010	Life Insurance	(784.00)	0.00	(784.00)	42.00	113.40	0.00	(670.60)	14.46%
207		Medical Insurance	(25,242.00)	0.00	(25,242.00)	1,589.82	5,633.70	0.00	(19,608.30)	22.32%
207	55010	Medical Insurance	(160,024.00)	0.00	(160,024.00)	7,947.79	21,061.17	0.00	(138,962.83)	13.16%
208		Dental Insurance	(765.00)	0.00	(765.00)	42.44	160.70	0.00	(604.30)	21.01%
208	55010	Dental Insurance	(3,570.00)	0.00	(3,570.00)	200.04	578.90	0.00	(2,991.10)	16.22%
209		Disability Insurance	(266.00)	0.00	(266.00)	0.00	0.00	0.00	(266.00)	0.00%
209	55010	Disability Insurance	(1,089.00)	0.00	(1,089.00)	83.25	244.39	0.00	(844.61)	22.44%
210		Unemployment Compensation	(84.00)	0.00	(84.00)	0.00	0.00	0.00	(84.00)	0.00%
210	55010	Unemployment Compensation	(476.00)	0.00	(476.00)	30.53	125.08	0.00	(350.92)	26.28%
212		Employer Medicare	(1,861.00)	0.00	(1,861.00)	119.81	437.21	0.00	(1,423.79)	23.49%
212	55010	Employer Medicare	(9,496.00)	0.00	(9,496.00)	612.30	1,796.63	0.00	(7,699.37)	18.92%
302		Advertising	(1,500.00)	0.00	(1,500.00)	0.00	0.00	0.00	(1,500.00)	0.00%
317	55010	Data Processing Services	(6,000.00)	0.00	(6,000.00)	0.00	0.00	0.00	(6,000.00)	0.00%
320		Dues And Memberships	(5,000.00)	0.00	(5,000.00)	0.00	0.00	0.00	(5,000.00)	0.00%
320	55010	Dues And Memberships	(250.00)	0.00	(250.00)	0.00	0.00	0.00	(250.00)	0.00%
333		Licenses	(500.00)	0.00	(500.00)	0.00	0.00	0.00	(500.00)	0.00%
333	55010	Licenses	(1,000.00)	0.00	(1,000.00)	0.00	370.00	0.00	(630.00)	37.00%
334	55010	Maintenance Agreements	(4,000.00)	0.00	(4,000.00)	132.40	264.80	2,135.20	(1,600.00)	60.00%
335	55010	Maintenance And Repair Services-Buildings	(25,000.00)	0.00	(25,000.00)	0.00	0.00	30.00	(24,970.00)	0.12%
336	55010	Maintenance And Repair Services-Equipmen	(4,000.00)	0.00	(4,000.00)	762.40	762.40	481.00	(2,756.60)	31.09%
338		Maintenance And Repair Services-Vehicles	(6,000.00)	0.00	(6,000.00)	30.11	119.51	0.00	(5,880.49)	1.99%
338	55010	Maintenance And Repair Services-Vehicles	(2,500.00)	0.00	(2,500.00)	0.00	0.00	0.00	(2,500.00)	0.00%

Fund : **101** **General**

Account Number		Account Desciption	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
55120	**Animal Shelter**									
340	55010	Medical And Dental Services	(100.00)	0.00	(100.00)	0.00	0.00	0.00	(100.00)	0.00%
347	55010	Pest Control	(1,000.00)	0.00	(1,000.00)	0.00	780.00	0.00	(220.00)	78.00%
348	55010	Postal Charges	(500.00)	0.00	(500.00)	0.00	0.00	0.00	(500.00)	0.00%
349		Printing, Stationery And Forms	(100.00)	0.00	(100.00)	0.00	0.00	0.00	(100.00)	0.00%
349	55010	Printing, Stationery And Forms	(2,000.00)	0.00	(2,000.00)	0.00	678.00	0.00	(1,322.00)	33.90%
355		Travel and Meals	(2,000.00)	0.00	(2,000.00)	0.00	0.00	0.00	(2,000.00)	0.00%
355	55010	Travel and Meals	(2,000.00)	0.00	(2,000.00)	0.00	0.00	0.00	(2,000.00)	0.00%
357		Veterinary Services	0.00	0.00	0.00	0.00	0.00	500.00	500.00	No Budget
357	55010	Veterinary Services	(22,000.00)	0.00	(22,000.00)	418.37	1,890.21	1,793.45	(18,316.34)	16.74%
357	55012	Veterinary Services	(33,000.00)	0.00	(33,000.00)	0.00	1,385.00	3,000.00	(28,615.00)	13.29%
359	55010	Disposal Fees	(4,000.00)	0.00	(4,000.00)	196.00	588.00	0.00	(3,412.00)	14.70%
399	55009	Other Contracted Services	0.00	(13,100.00)	(13,100.00)	0.00	0.00	0.00	(13,100.00)	0.00%
399	55010	Other Contracted Services	(1,000.00)	0.00	(1,000.00)	0.00	0.00	0.00	(1,000.00)	0.00%
399	55019	Other Contracted Services	0.00	(3,000.00)	(3,000.00)	0.00	0.00	0.00	(3,000.00)	0.00%
401	55010	Animal Food And Supplies	(5,000.00)	0.00	(5,000.00)	380.00	1,785.30	0.00	(3,214.70)	35.71%
410	55010	Custodial Supplies	(12,000.00)	0.00	(12,000.00)	2,156.27	2,548.31	0.00	(9,451.69)	21.24%
413	55010	Drugs And Medical Supplies	(75,000.00)	0.00	(75,000.00)	8,583.83	28,786.18	2,693.35	(43,520.47)	41.97%
415	55010	Electricity	(31,000.00)	0.00	(31,000.00)	1,998.54	7,272.70	0.00	(23,727.30)	23.46%
425		Gasoline	(10,000.00)	0.00	(10,000.00)	750.60	2,014.43	0.00	(7,985.57)	20.14%
425	55010	Gasoline	(2,000.00)	0.00	(2,000.00)	63.10	99.79	0.00	(1,900.21)	4.99%
434	55010	Natural Gas	(12,000.00)	0.00	(12,000.00)	0.00	1,993.66	0.00	(10,006.34)	16.61%
435		Office Supplies	(150.00)	0.00	(150.00)	0.00	0.00	0.00	(150.00)	0.00%
435	55010	Office Supplies	(3,000.00)	0.00	(3,000.00)	500.00	1,616.58	0.00	(1,383.42)	53.89%
450		Tires And Tubes	0.00	0.00	0.00	0.00	23.48	0.00	23.48	No Budget
451		Uniforms	(8,000.00)	0.00	(8,000.00)	0.00	451.53	1,500.00	(6,048.47)	24.39%
454	55010	Water And Sewer	(15,000.00)	0.00	(15,000.00)	1,097.32	3,544.14	0.00	(11,455.86)	23.63%
499	55010	Other Supplies And Materials	(10,000.00)	0.00	(10,000.00)	0.00	0.00	0.00	(10,000.00)	0.00%
502	55010	Building And Contents Insurance	(8,200.00)	0.00	(8,200.00)	0.00	8,200.00	0.00	0.00	100.00%
524		Training, In-Service, Staff Development	(6,000.00)	0.00	(6,000.00)	0.00	0.00	0.00	(6,000.00)	0.00%
524	55010	Training, In-Service, Staff Development	(3,000.00)	0.00	(3,000.00)	0.00	500.00	0.00	(2,500.00)	16.67%
599		Other Charges	0.00	0.00	0.00	0.00	51.00	0.00	51.00	No Budget
707	55010	Building Improvements	(5,000.00)	0.00	(5,000.00)	0.00	0.00	0.00	(5,000.00)	0.00%
711	55010	Furniture And Fixtures	(2,000.00)	0.00	(2,000.00)	0.00	0.00	0.00	(2,000.00)	0.00%
718		Motor Vehicles	0.00	(52,607.00)	(52,607.00)	0.00	52,607.00	0.00	0.00	100.00%
719	55010	Office Equipment	(500.00)	0.00	(500.00)	0.00	0.00	0.00	(500.00)	0.00%
790		Other Equipment	(8,000.00)	0.00	(8,000.00)	0.00	0.00	0.00	(8,000.00)	0.00%

Fund : **101** **General**

Account Number	Account Desciption	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
55120	**Animal Shelter**								
790 55010	Other Equipment	(10,000.00)	0.00	(10,000.00)	0.00	0.00	0.00	(10,000.00)	0.00%
Total 55120	**Animal Shelter**	**(1,440,355.00)**	**(68,707.00)**	**(1,509,062.00)**	**85,539.24**	**325,103.73**	**12,133.00**	**(1,171,825.27)**	**22.35%**
Total For Fund:	**101**	**(1,440,355.00)**	**(68,707.00)**	**(1,509,062.00)**	**85,539.24**	**325,103.73**	**12,133.00**	**(1,171,825.27)**	**22.35%**

Fund : **101** **General**

Account Number		Account Desciption	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
55120	**Animal Shelter**									
101	55010	County Official/Administrative Officer	(70,566.00)	0.00	(70,566.00)	5,881.20	35,287.20	0.00	(35,278.80)	50.01%
131	55010	Medical Personnel	(86,924.00)	0.00	(86,924.00)	0.00	0.00	0.00	(86,924.00)	0.00%
169	55010	Part-Time Personnel	(99,384.00)	0.00	(99,384.00)	4,100.76	31,249.56	0.00	(68,134.44)	31.44%
186		Longevity Pay	(150.00)	0.00	(150.00)	0.00	0.00	0.00	(150.00)	0.00%
186	55010	Longevity Pay	(650.00)	0.00	(650.00)	0.00	450.00	0.00	(200.00)	69.23%
187		Overtime Pay	(8,500.00)	0.00	(8,500.00)	957.18	6,226.69	0.00	(2,273.31)	73.26%
187	55010	Overtime Pay	(15,000.00)	0.00	(15,000.00)	1,625.77	6,952.54	0.00	(8,047.46)	46.35%
189		Other Salaries & Wages	(119,510.00)	0.00	(119,510.00)	8,147.01	48,115.40	0.00	(71,394.60)	40.26%
189	55010	Other Salaries & Wages	(381,823.00)	0.00	(381,823.00)	33,968.01	203,366.73	0.00	(178,456.27)	53.26%
201		Social Security	(7,948.00)	0.00	(7,948.00)	564.02	3,364.18	0.00	(4,583.82)	42.33%
201	55010	Social Security	(40,578.00)	0.00	(40,578.00)	2,743.61	16,723.76	0.00	(23,854.24)	41.21%
204		State Retirement	(10,023.00)	0.00	(10,023.00)	711.94	4,099.04	0.00	(5,923.96)	40.90%
204	55010	State Retirement	(46,174.00)	0.00	(46,174.00)	2,476.29	16,005.97	0.00	(30,168.03)	34.66%
206		Life Insurance	(168.00)	0.00	(168.00)	4.20	46.20	0.00	(121.80)	27.50%
206	55010	Life Insurance	(784.00)	0.00	(784.00)	42.00	239.40	0.00	(544.60)	30.54%
207		Medical Insurance	(25,242.00)	0.00	(25,242.00)	701.16	8,462.76	0.00	(16,779.24)	33.53%
207	55010	Medical Insurance	(160,024.00)	0.00	(160,024.00)	7,602.83	43,997.59	0.00	(116,026.41)	27.49%
208		Dental Insurance	(765.00)	0.00	(765.00)	21.22	236.52	0.00	(528.48)	30.92%
208	55010	Dental Insurance	(3,570.00)	0.00	(3,570.00)	194.08	1,170.20	0.00	(2,399.80)	32.78%
209		Disability Insurance	(266.00)	0.00	(266.00)	0.00	0.00	0.00	(266.00)	0.00%
209	55010	Disability Insurance	(1,089.00)	0.00	(1,089.00)	76.85	486.47	0.00	(602.53)	44.67%
210		Unemployment Compensation	(84.00)	0.00	(84.00)	23.80	26.01	0.00	(57.99)	30.96%
210	55010	Unemployment Compensation	(476.00)	0.00	(476.00)	15.65	161.66	0.00	(314.34)	33.96%
212		Employer Medicare	(1,861.00)	0.00	(1,861.00)	131.90	786.78	0.00	(1,074.22)	42.28%
212	55010	Employer Medicare	(9,496.00)	0.00	(9,496.00)	641.64	3,911.18	0.00	(5,584.82)	41.19%
302		Advertising	(1,500.00)	0.00	(1,500.00)	0.00	0.00	0.00	(1,500.00)	0.00%
317	55010	Data Processing Services	(6,000.00)	0.00	(6,000.00)	6,000.00	6,000.00	0.00	0.00	100.00%
320		Dues And Memberships	(5,000.00)	0.00	(5,000.00)	0.00	0.00	0.00	(5,000.00)	0.00%
320	55010	Dues And Memberships	(250.00)	0.00	(250.00)	0.00	0.00	0.00	(250.00)	0.00%
333		Licenses	(500.00)	0.00	(500.00)	0.00	0.00	0.00	(500.00)	0.00%
333	55010	Licenses	(1,000.00)	0.00	(1,000.00)	0.00	370.00	0.00	(630.00)	37.00%
334	55010	Maintenance Agreements	(4,000.00)	0.00	(4,000.00)	0.00	1,065.57	1,734.43	(1,200.00)	70.00%
335	55010	Maintenance And Repair Services-Buildings	(25,000.00)	0.00	(25,000.00)	0.00	3,090.00	30.00	(21,880.00)	12.48%
336	55010	Maintenance And Repair Services-Equipmen	(4,000.00)	0.00	(4,000.00)	0.00	1,157.44	65.00	(2,777.56)	30.56%
338		Maintenance And Repair Services-Vehicles	(6,000.00)	0.00	(6,000.00)	0.00	747.04	0.00	(5,252.96)	12.45%
338	55010	Maintenance And Repair Services-Vehicles	(2,500.00)	0.00	(2,500.00)	0.00	0.00	0.00	(2,500.00)	0.00%

Fund : **101** **General**

Account Number		Account Desciption	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
55120	**Animal Shelter**									
340	55010	Medical And Dental Services	(100.00)	0.00	(100.00)	0.00	0.00	0.00	(100.00)	0.00%
347	55010	Pest Control	(1,000.00)	0.00	(1,000.00)	0.00	780.00	0.00	(220.00)	78.00%
348	55010	Postal Charges	(500.00)	0.00	(500.00)	0.00	0.00	0.00	(500.00)	0.00%
349		Printing, Stationery And Forms	(100.00)	0.00	(100.00)	0.00	0.00	0.00	(100.00)	0.00%
349	55010	Printing, Stationery And Forms	(2,000.00)	0.00	(2,000.00)	0.00	678.00	0.00	(1,322.00)	33.90%
355		Travel and Meals	(2,000.00)	0.00	(2,000.00)	0.00	0.00	0.00	(2,000.00)	0.00%
355	55010	Travel and Meals	(2,000.00)	0.00	(2,000.00)	0.00	0.00	0.00	(2,000.00)	0.00%
357		Veterinary Services	0.00	0.00	0.00	0.00	0.00	500.00	500.00	No Budget
357	55010	Veterinary Services	(22,000.00)	0.00	(22,000.00)	57.80	2,658.25	1,497.25	(17,844.50)	18.89%
357	55012	Veterinary Services	(33,000.00)	0.00	(33,000.00)	0.00	1,385.00	0.00	(31,615.00)	4.20%
359	55010	Disposal Fees	(4,000.00)	0.00	(4,000.00)	196.00	1,176.00	800.00	(2,024.00)	49.40%
399	55009	Other Contracted Services	0.00	(13,100.00)	(13,100.00)	1,337.96	1,337.96	0.00	(11,762.04)	10.21%
399	55010	Other Contracted Services	(1,000.00)	0.00	(1,000.00)	0.00	0.00	415.00	(585.00)	41.50%
399	55019	Other Contracted Services	0.00	(3,000.00)	(3,000.00)	0.00	3,000.00	0.00	0.00	100.00%
401	55010	Animal Food And Supplies	(5,000.00)	0.00	(5,000.00)	380.00	2,925.30	0.00	(2,074.70)	58.51%
410	55010	Custodial Supplies	(12,000.00)	0.00	(12,000.00)	227.60	3,490.65	72.40	(8,436.95)	29.69%
413	55010	Drugs And Medical Supplies	(75,000.00)	0.00	(75,000.00)	11,571.68	53,081.27	347.46	(21,571.27)	71.24%
415	55010	Electricity	(31,000.00)	0.00	(31,000.00)	1,369.84	11,422.09	0.00	(19,577.91)	36.85%
425		Gasoline	(10,000.00)	0.00	(10,000.00)	468.67	3,613.02	0.00	(6,386.98)	36.13%
425	55010	Gasoline	(2,000.00)	0.00	(2,000.00)	0.00	99.79	0.00	(1,900.21)	4.99%
434	55010	Natural Gas	(12,000.00)	0.00	(12,000.00)	1,466.34	3,460.00	0.00	(8,540.00)	28.83%
435		Office Supplies	(150.00)	0.00	(150.00)	0.00	0.00	0.00	(150.00)	0.00%
435	55010	Office Supplies	(3,000.00)	0.00	(3,000.00)	381.62	1,998.20	200.00	(801.80)	73.27%
450		Tires And Tubes	0.00	0.00	0.00	0.00	23.48	0.00	23.48	No Budget
451		Uniforms	(8,000.00)	0.00	(8,000.00)	0.00	2,389.15	600.00	(5,010.85)	37.36%
454	55010	Water And Sewer	(15,000.00)	0.00	(15,000.00)	1,074.88	6,576.91	0.00	(8,423.09)	43.85%
499	55010	Other Supplies And Materials	(10,000.00)	0.00	(10,000.00)	1,290.05	1,290.05	644.00	(8,065.95)	19.34%
502	55010	Building And Contents Insurance	(8,200.00)	0.00	(8,200.00)	0.00	8,200.00	0.00	0.00	100.00%
524		Training, In-Service, Staff Development	(6,000.00)	0.00	(6,000.00)	500.00	500.00	500.00	(5,000.00)	16.67%
524	55010	Training, In-Service, Staff Development	(3,000.00)	0.00	(3,000.00)	0.00	500.00	0.00	(2,500.00)	16.67%
599		Other Charges	0.00	0.00	0.00	0.00	51.00	0.00	51.00	No Budget
707	55010	Building Improvements	(5,000.00)	0.00	(5,000.00)	2,134.80	2,134.80	2,865.20	0.00	100.00%
711	55010	Furniture And Fixtures	(2,000.00)	0.00	(2,000.00)	0.00	0.00	0.00	(2,000.00)	0.00%
718		Motor Vehicles	0.00	(52,607.00)	(52,607.00)	0.00	52,607.00	0.00	0.00	100.00%
719	55010	Office Equipment	(500.00)	0.00	(500.00)	0.00	0.00	0.00	(500.00)	0.00%
790		Other Equipment	(8,000.00)	0.00	(8,000.00)	0.00	0.00	0.00	(8,000.00)	0.00%

Fund : **101** **General**

Account Number	Account Desciption	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
55120	**Animal Shelter**								
790 55010	Other Equipment	(10,000.00)	0.00	(10,000.00)	4,286.60	4,286.60	0.00	(5,713.40)	42.87%
Total 55120	**Animal Shelter**	**(1,440,355.00)**	**(68,707.00)**	**(1,509,062.00)**	**103,374.96**	**613,460.41**	**10,270.74**	**(885,330.85)**	**41.33%**
Total For Fund:	**101**	**(1,440,355.00)**	**(68,707.00)**	**(1,509,062.00)**	**103,374.96**	**613,460.41**	**10,270.74**	**(885,330.85)**	**41.33%**

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad Jablonski, Finance Director, tjablonski@columbiatn.gov, 931.560.1580

AGENDA ITEM TITLE: APPROVE THE ANNUAL RENEWAL OF LIABILITY AND AUTO INSURANCE WITH PUBLIC ENTITY PARTNERS IN THE AMOUNT OF $578,175 – FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia obtains several lines of insurance coverage through Public Entity Partners (PEP), formerly the TML Risk Management Pool, for the purpose of managing risk. The policy renewal for liability (general, law enforcement, errors and omissions and automobile) and auto physical damage coverage is January 1st of each year. An invoice for premium renewal for liability and auto insurance has been received from PEP and is due for payment.

The total annual premium due for 2026 is $593,069 which includes a $14,894 member dividend credit in 2026. The member dividend credit issued in 2025 totaled $15,231. Prior year net premiums, i.e., premium after member dividend credit, for the past five (5) years, plus the proposed year, were as follows:

2026 $593,069 $14,894 $578,175

2025 $498,989 $15,231 $483,758

2024 $481,911 $0 $481,911

2023 $404,178 $43,544 $360,634

2022 $389,337 $46,359 $342,978

The net premium cost after the member dividend credit is applied for 2026 ($578,175) increased approximately 19.5% compared with the prior year's net premium amount ($483,758). The member dividend credit decreased from $15,231 to $14,894.

The premium increase from 2026 follows from increases across various types of general liability coverage, an 18% "combined liability" increase. The City also experienced a relatively high claims year in 2025, which led PEP to increase premiums for coverage.

A breakdown of cost by fund is as follows:

General Fund $436,005

Sanitation Fund $74,570

Wastewater Fund $67,600

Total $578,175

Deductible amounts for liability coverage lines are $5,000 per occurrence, with a $1,000 deductible for auto physical damage. Only vehicles valued over $3,500 are included in the physical damage coverage.

The City Council is requested to approve the renewal of City liability and automobile physical damage insurance and to authorize payment to PEP in the amount of $578,17

CERTIFICATION: The Chief Financial Officer certifies that following funds are budgeted and unencumbered within the Insurance Premium line items in the General ($436,005), Sanitation ($74,570) and Wastewater ($67,600) funds.

ATTACHMENTS: Staff Report Insurance Renewal, and Insurance Renewal Invoice.

PUBLIC ENTITY PARTNERS

(800) 624-9698

www.PEpartners.org

Invoice Date: 1/8/2026
Invoice Due Date: 2/22/2026
Invoice Number: 2620501-IN

COLUMBIA, CITY OF
FINANCE DEPARTMENT
700 NORTH GARDEN STREET
COLUMBIA, TN 38401

Location Code: 8341
Agent Number: 2089

Account Number: 20-0102960

Policy No.: PLI-0004-26
Renewal-Single Payment

Policy Period: 12/31/2025 to 12/31/2026
Billing Period: 12/31/2025 to 12/31/2026

Code	Description of Coverages	Amount
23C	GENERAL LIABILITY	$79,758.00
26C	LAW ENFORCEMENT LIABILITY	$87,776.00
25C	ERRORS OR OMISSIONS LIABILITY	$97,968.00
33C	AUTOMOBILE LIABILITY	$158,231.00
43C	AUTO PHYSICAL DAMAGE	$169,336.00
DCL	MEMBER DIVIDEND CREDIT - LIA	$(14,894.00)

Please send a copy of invoice with payment to:

PUBLIC ENTITY PARTNERS
PO BOX 116553
ATLANTA, GA 30368-6553

Total Invoice: $578,175.00

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 THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE MULETOWN BASEBALL LEAGUE FOR THE 2026 SEASON - WARD 3

RECOMMENDATION: Approve.

INFORMATION: The Muletown Baseball League is requesting an annual Non-Exclusive Use Permit with the City of Columbia to utilize Fairview Park T-ball fields and the baseball field for the 2026 season for their practices and games.

The Muletown Baseball League provides the youth of Columbia and Maury County with an additional opportunity to learn and enjoy the experience of playing baseball in an organized environment. In lieu of paying user fees, the Muletown Baseball League will be responsible for preparing the fields for practice and league games.

There will be no fees collected for use of the facilities.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Muletown Baseball Non-Exclusive, Muletown Baseball League Non-Exclusive Use and Occupancy Permit w/insurance.

CITY OF COLUMBIA
TENNESSEE

Parks and Recreation Department

NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2026

This permit is executed by and between the City of Columbia, hereinafter called "City", and Mule Town Baseball League, whose address is 210 West 8th Street, Columbia, TN 38401, hereinafter called "Permittee".

WHEREAS, the City desires to provide facilities to its citizens, and non-commercial local societies, clubs and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities.

WHEREAS, the Permittee is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues, fees and charges, and fund-raising projects.

NOW, THEREFORE, it is mutually agreed by and between the City and Permittee as follows:

1. **PREMISES**
City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Fairview Little League Field and T-Ball Fields hereinafter called "Premises."

2. **TERM**
The term of this permit shall begin on February 13, 2026 and shall terminate on February 12, 2027, unless sooner terminated as specified herein.

3. **PURPOSE**
The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

4. **PUBLIC USE**
The general public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. **FEES**
   A. Permittee shall pay the City a user fee of **$0.00** per use of the facilities.
   B. Any additional monetary or other contributions from the Permittee above the stated fees are appreciated.
   C. Permittee shall have the right to charge participants a reasonable fee designed to cover maintenance and program operation. Said fees will be subject to prior written approval of the Parks and Recreation Department Director or designated representative. Excessive fees or charges, which will have the effect of precluding low and moderate-income persons from using the site, shall not be permitted. All funds collected by the Permittee from the operation of the premises shall be used for the development, maintenance and program operation on the premises.

6. **BY-LAWS**

Membership in Permittee's organization shall be open to anyone meeting the requirements of its rules and by-laws. Permittee will not discriminate against a member because of age, race, color, religion, physical handicap, ancestry, sex or national origin. All restrictions, rules, and by-laws, if any, and changes thereto proposed by Permittee's organization shall require prior written approval from the Parks and Recreation Department Director or designated representative. A current copy of by-laws shall be on file in the Parks and Recreation Department office.

7. **MAINTENANCE**

Permittee shall assist in Premises maintenance by following means:

A. Permittee shall, at its sole cost and expense, provide for all turf management and routine maintenance to the soccer fields to include but not to be limited to: mowing, fertilizing, watering, weeding, marking/lining of fields; maintaining the park grounds / facilities to include litter pickup and restroom cleaning.

B. In addition, Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.

C. City shall provide routine, non-routine and major maintenance for **all** grounds and facilities, other than improvements and structures installed by Permittee and the soccer fields, to include but not to be limited to: repairs associated with the restroom / concession facilities, park equipment, water and sewer lines, roadways and parking lots, and drainage systems; and also the regular mowing and grooming of the entire park up to the border of each playing field.

8. **IMPROVEMENTS/DEVELOPMENT**

Permittee shall not make any improvements, changes or alterations or cause same to be made to the premises, without written authorization and approval from the Parks and Recreation Department Director or designated representative. All improvements shall be at no cost to City.

9. **REMOVAL OF IMPROVEMENTS**

City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises.

In the event Permittee does not so remove said fixtures and improvements within the above specified time, the City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.

10. **OPERATION**

All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks and Recreation Department Director, or designated representative, at least two weeks prior to the activity.

11. INDEMNITY

Permittee agrees to indemnify and save the City of Columbia and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Permittee or any of Permittee's employees, representatives, agents, guests, licensees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same:

A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises;

B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.

12. CONCESSIONS RIGHTS – FAIRVIEW PARK

Permittee shall have the right to operate a concession stand at Fairview Park for sale of confections, soft drinks, gum and other food products which are prepared and served in accordance with City of Columbia regulations, during baseball league events, PROVIDED, HOWEVER, that all profits there from shall be used by the Permittee for improvements, operation and maintenance of the premises.

13. ADVERTISING

Permittee shall not place or cause to be placed upon the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms as provided by team sponsors.

14. POSSESSOR INTEREST AND TAXES

This permit may create a taxable possessor interest in Permittee; therefore, as further consideration for the execution of this permit, Permittee agrees to pay and discharge before delinquency, all taxes and assessments, which may be levied against said premises by reason of any interest of Permittee during, said term.

15. NON-EXCLUSIVE OCCUPANCY

It is specifically understood and agreed that Permittee's use hereunder shall be non-exclusive and shall not result in any proprietary rights. City reserves, and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect its interest in the premises or to inspect the operations.

16. COMPLIANCE WITH THE LAW

Permittee shall, at its sole cost and expense, comply with all the requirements of all Municipal, State and Federal authorities now in effect or which may be in effect which pertain to the permit premises or any operations of the Permittee conducted thereon.

17. INSURANCE

On or before the execution date of this Permit by the City, Permittee shall submit to City an insurance policy or Certificate of Insurance evidencing that Permittee has obtained from a generally recognized insurer, insurance in the following form and minimum amounts specified.

Comprehensive General Liability insurance of:

A.	$2,000,000	Bodily Injury - per person
B.	$2,000,000	Bodily Injury - Each Occurrence
C.	$ 250,000	Property Damage

The Policy shall name the City of Columbia as additional insured. The Policy of Insurance shall contain the following clauses:

"It is agreed that the Policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Parks and Recreation Department Director of the City of Columbia, shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said Director, as evidenced by properly validated return receipt."

"The insured waives any right of subrogation against City of Columbia which might arise by reason of any payment under this Policy."

The City reserves the right to re-evaluate the amount and type of insurance required during the term of this permit. Permittee shall provide the amount and type of insurance as required by the Parks and Recreation Department Director within thirty (30) days after Permittee shall have received written notice of such requirement.

18. EQUAL OPPORTUNITY

Permittee will not discriminate against any employee or applicant for employment because of age, race, color, religion, physical handicap, ancestry, sex or national origin. This provision shall include, but is not limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

19. NON-DISCRIMINATION

Permittee, in the operations to be conducted pursuant to the provisions of this permit and otherwise in the use of the facility, will not discriminate or permit discrimination against any person or class of persons by reason or race, color, creed or national origin, sex, age, handicap, or marital status in any manner.

20. DRUG AND ALCOHOL POLICY

In accordance with City of Columbia Substance Abuse Policy (Change 1) dated November 1, 1993, neither Permittee nor its employees, consultants agents or contractors while in any way using the permitted property, shall be in any way impaired because of being under the
influence of alcohol or a drug, shall possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug, or shall sell, offer or provide alcohol or a drug to another person.

21. UTILITIES AND SERVICES

The City shall provide all utilities and services required.

22. AMENDMENT TO PERMIT

This Permit fully expresses all understanding of the parties to this Permit and no verbal understanding of the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Permit and duly approved and executed by Permittee and Parks and Recreation Department Director.

23. PARTIAL INVALIDITY

If any provision of this Permit or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Permit shall be valid and be enforced to the fullest extent permitted by law.

24. GOVERNING LAW

This Permit shall in every respect be binding upon the parties hereto and their respective successors and assigns. The laws of the State of Tennessee shall govern this Permit.

25. **PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Permit shall be deemed to be inserted herein and the Permit shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Permit shall forthwith be physically amended to make such insertion or correction.

26. **NOTICE**

Any notices required or permitted to be given pursuant to this Permit may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

PERMITTEE
Mule Town Baseball League
c/o Kerry Buchanan, President
kerry@bagtn.com
Columbia, TN 38401
Phone: (931) 215-4421

CITY
Columbia Parks & Recreation Department
c/o Mackel Reagan, Director
1446 Oak Springs Drive
Columbia, TN 38401
Phone: (931) 388-8119

27. **SPECIAL PROVISIONS**

In the event there is any conflict between the following special provisions and any other provisions of this permit, the special provisions shall govern. The special provisions are as follows:

- The permittee shall provide proof of insurance and a copy of previous year / season financial records to the Parks and Recreation Department to be submitted with the agenda packet for council approval.
- The Permittee shall not commence practice sessions or games at premises until permit terms are approved by council and signed by all parties as required.
- Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason.
- All organizations and groups outside of the Permittee must have written permission from the Parks & Recreation Director or Designee prior to use of fields.
- The City shall have the right to schedule and collect fees associated with other organizations or groups outside of Permittee using the fields. All fees collected by the City shall be tracked and used for future development, maintenance, and /or program operation at Cook Soccer Park.
- City shall be responsible for all damages outside of normal wear and tear that occurs during usage by other organizations, specifically including damage to the irrigation system.
- The Parks & Recreation Director or Designee will coordinate efforts with the Permittee to confirm field availability prior to approving other organizations usage of Cook Soccer Park during the term of this agreement.
- Permittee shall have the right to charge a fee to organizations outside of Permittee that request use of their supplies and equipment during the permit period.
- Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for league participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
- Columbia Soccer Association shall have the right to charge an admission fee not to exceed Five Dollars ($5.00) per person; however, persons refusing to pay the admission fee shall be permitted to enter the park. Persons entering the park for general public usage shall not be charged this admission fee.
- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.

28. **TERMINATION**

A. FOR CAUSE: The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:

1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.

2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.

3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.

B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the City and the Permittee have caused this Permit to be executed, effective the date first above written, by their duly authorized agents.

PERMITTEE

By _____

Kerry Buchanan, President
Mule Town Baseball League

Date 12/29/25

CITY OF COLUMBIA

By _____

Mackel Reagan, Director
Parks & Recreation

Date _____

By _____

Charles (Chaz) M. Molder,
Mayor

Date _____

By _____

Thad H. Jablonski,
City Recorder

Date _____

Legal Form Approved:

_____

Jake Hubbell,
City Attorney

Date: 1/27/26

Title VI Policy
City of Columbia, Tennessee

It is the policy of the City of Columbia to ensure that no citizen shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

OP ID: JL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mid State/Sharpton Ins. Agency P.O. Box 710 Columbia, TN 38402-0710 Buck Young	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MULET-1
INSURED MULE TOWN BASEBALL LEAGUE STEPHEN SHARP 2607 DENHAM AVE COLUMBIA, TN 38401	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : PHILADELPHIA INS. COMPANY INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	PHPK2506605	02/23/2026	02/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CITY OF COLUMBIA IS LISTED AS AN ADDITIONAL INSURED. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER APPLIES. 30 DAY NOTICE OF CANCELLATION.

CERTIFICATE HOLDER	CANCELLATION
CITYC-1 CITY OF COLUMBIA 700 N GARDEN STREET COLUMBIA, TN 38401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Buck Young

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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 THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA SOCCER ASSOCIATION FOR THEIR 2026 SEASON - WARD 1 AND 4

RECOMMENDATION: Approve.

INFORMATION: The Columbia Soccer Association is requesting an annual Non-Exclusive Use Permit with the City of Columbia to utilize Cook Soccer Park and the Ridley Sports Complex soccer fields for the 2026 season.

As in years past, in lieu of paying user fees, Columbia Soccer Association agrees to absorb expenditures to provide all turf management required to maintain the immediate playing surfaces at Cook Soccer Park; mowing, trimming, fertilization, weeding and marking fields for play. The Association will also assist with the litter pick up and janitorial upkeep as required for the restrooms and park areas near the fields. The City will maintain the park features up to the perimeter of each playing field.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report, Non-Exclusuve Columbia Soccer with Insurance.

CITY OF COLUMBIA

TENNESSEE

Parks and Recreation Department

NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2026

This permit is executed by and between the City of Columbia, hereinafter called "City", and Columbia Soccer Association, whose address is 1116 W. 7th Street, Columbia, TN 38401, hereinafter called "Permittee".

WHEREAS, the City desires to provide facilities to its citizens, and non-commercial local societies, clubs and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities.

WHEREAS, the Permittee is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues, fees and charges, and fund-raising projects.

NOW, THEREFORE, it is mutually agreed by and between the City and Permittee as follows:

1. **PREMISES**
City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of certain premises described as Cook Soccer Park and Ridley Park Sports Complex hereinafter called "Premises."

2. **TERM**
The term of this permit shall begin on February 13, 2026, and shall terminate on February 12, 2027, unless sooner terminated as specified herein.

3. **PURPOSE**
The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

4. **PUBLIC USE**
The public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. **FEES**
   A. Permittee shall pay the City a user fee of $0.00 per use of the facilities.
   B. Any additional monetary or other contributions from the Permittee above the stated fees are appreciated.
   C. Permittee shall have the right to charge participants a reasonable fee designed to cover maintenance and program operation. Said fees will be subject to prior written approval of the Parks and Recreation Department Director or designated representative. Excessive fees or charges, which will have the effect of preventing low and moderate-income people from using the site, shall not be permitted. All funds collected by the Permittee from the operation of the premises shall be used for the development, maintenance and program operation on the premises.

6. **BY-LAWS**

Membership in Permittee's organization shall be open to anyone meeting the requirements of its rules and bylaws. Permittee will not discriminate against a member because of age, race, color, religion, physical handicap, ancestry, sex or national origin. All restrictions, rules, and by-laws, if any, and changes thereto proposed by Permittee's organization shall require prior written approval from the Parks and Recreation Department Director or designated representative. A current copy of by-laws shall be on file in the Parks and Recreation Department office.

7. **MAINTENANCE**

Permittee shall assist in Premises maintenance by following means:

A. Permittee shall, at its sole cost and expense, provide for all turf management and routine maintenance to the Cook soccer fields to include but not to be limited to: mowing, fertilizing, watering, weeding, marking/lining of fields; maintaining the park grounds/facilities to include litter pickup and restroom cleaning.

B. In addition, Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.

C. City shall provide routine, non-routine and major maintenance for **all** grounds and facilities, other than improvements and structures installed by Permittee and the soccer fields, to include but not to be limited to: repairs associated with the restroom/concession facilities, park equipment, water and sewer lines, roadways and parking lots, and drainage systems; and also, the regular mowing and grooming of the entire park up to the border of each playing field.

8. **IMPROVEMENTS/DEVELOPMENT**

Permittee shall not make any improvements, changes or alterations or cause some to be made to the premises, without written authorization and approval from the Parks and Recreation Department Director or designated representative. All improvements shall be at no cost to City.

9. **REMOVAL OF IMPROVEMENTS**

City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement for repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises.

In the event Permittee does not so remove said fixtures and improvements within the above specified time, the City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.

10. **OPERATION**

All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks and Recreation Department Director, or designated representative, at least two weeks prior to the activity.

11. **INDEMNITY**

Permittee agrees to indemnify and save the City of Columbia and its agents and employees harmless from all liability, claims, damages or injuries to any person, including injury to Permittee or any of Permittee's employees, representatives, agents, guests, licensees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same:

A. Arising from or alleged to have arisen from or connected with the use of our operations on the permit premises.

B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.

12. **CONCESSIONS RIGHTS – COOK SOCCER PARK/Ridley Sports Complex**

Permittee shall have the right to operate a concession stands at Cook Soccer Park and Ridley Sports A, F, and S Complex for sale of concessions, soft drinks, gum and other food products which are prepared and served in accordance with City of Columbia regulations, during soccer league events, PROVIDED, HOWEVER, that all profits there from shall be used by the Permittee for improvements, operation and maintenance of the premises.

13. **ADVERTISING**

Permittee shall not place or cause to be placed on the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms provided by team sponsors.

14. **POSSESSOR INTEREST AND TAXES**

This permit may create a taxable possessor interest in Permittee; therefore, as further consideration for the execution of this permit, Permittee agrees to pay and discharge before delinquency, all taxes and assessments, which may be levied against said premises by reason of any interest of Permittee during, said term.

15. **NON-EXCLUSIVE OCCUPANCY**

It is specifically understood and agreed that Permittee's use hereunder shall be non-exclusive and shall not result in any proprietary rights. City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect its interest in the premises or to inspect the operations.

16. **COMPLIANCE WITH THE LAW**

Permittee shall, at its sole cost and expense, comply with all the requirements of all Municipal, State and Federal authorities now in effect or which may be in effect which pertain to the permit premises or any operations of the Permittee conducted thereon.

17. **INSURANCE**

On or before the execution date of this Permit by the City, Permittee shall submit to City an insurance policy or Certificate of Insurance evidencing that Permittee has obtained from a generally recognized insurer, insurance in the following form and minimum amounts specified.

Comprehensive General Liability Insurance of:

A.	$2,000,000	Bodily Injury - per person
B.	$2,000,000	Bodily Injury - Each Occurrence
C.	$ 250,000	Property Damage

The Policy shall name the City of Columbia as additional insured. The Policy of Insurance shall contain the following clauses:

"It is agreed that the Policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Parks and Recreation Department Director of the City of Columbia, shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said Director, as evidenced by properly validated return receipt."

"The insured waives any right of subrogation against City of Columbia which might arise by reason of any payment under this Policy."

The City reserves the right to evaluate the amount and type of insurance required during the term of this permit. Permittee shall provide the amount and type of insurance as required by the Parks and Recreation Department Director within thirty (30) days after Permittee shall have received written notice of such requirement.

18. **EQUAL OPPORTUNITY**

Permittee will not discriminate against any employee or applicant for employment because of age, race, color, religion, physical handicap, ancestry, sex or national origin. This provision shall include, but is not limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

19. **NON-DISCRIMINATION**

Permittee, in the operations to be conducted pursuant to the provisions of this permit and otherwise in the use of the facility, will not discriminate or permit discrimination against any person or class of persons by reason or race, color, creed or national origin, sex, age, handicap, or marital status in any manner.

20. **DRUG AND ALCOHOL POLICY**

In accordance with City of Columbia Substance Abuse Policy (Change 1) dated November 1, 1993, neither Permittee nor its employees, consultants' agents or contractors, while in any way using the permitted property, shall be in any way impaired because of being under the
influence of alcohol or a drug, shall possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug, or shall sell, offer or provide alcohol or a drug to another person.

21. **UTILITIES AND SERVICES**

The City shall provide all utilities and services required.

22. **AMENDMENT TO PERMIT**

This Permit fully expresses all understanding of the parties to this Permit and no verbal understanding of the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Permit and duly approved and executed by Permittee and Parks and Recreation Department Director.

23. **PARTIAL INVALIDITY**

If any provision of this Permit or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Permit shall be valid and be enforced to the fullest extent permitted by law.

24. **GOVERNING LAW**

This Permit shall in every respect be binding upon the parties hereto and their respective successors and assigns. The laws of the State of Tennessee shall govern this Permit.

25. **PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Permit shall be deemed to be inserted herein and the Permit shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Permit shall forthwith be physically amended to make such insertion or correction.

26. NOTICE

Any notices required or permitted to be given pursuant to this Permit may be personally served at the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

PERMITTEE
Columbia Soccer Association
c/o, Crystal Barker, President
1116 W. 7th Street
Columbia, TN. 38401
Phone: (931) 797-1622
President@columbiasoccer.org

CITY
Columbia Parks & Recreation Department
c/o Mackel Reagan, Director
1446 Oak Springs Drive
Columbia, TN. 38401
Phone: (931) 388-8119

27. SPECIAL PROVISIONS

In the event there is any conflict between the following special provisions and any other provisions of this permit, the special provisions shall govern. The special provisions are as follows:

- The permittee shall provide proof of insurance and a copy of previous year / season financial records to the Parks and Recreation Department to be submitted with the agenda packet for council approval.
- The Permittee shall not commence practice sessions or games at premises until permit terms are approved by council and signed by all parties as required.
- Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason.
- All organizations and groups outside of the Permittee must have written permission from the Parks & Recreation Director or Designee prior to use of fields.
- The City shall have the right to schedule and collect fees associated with other organizations or groups outside of Permittee using the fields. All fees collected by the City shall be tracked and used for future development, maintenance, and/or program operation at Cook Soccer Park.
- City shall be responsible for all damage outside of normal wear and tear that occurs during usage by other organizations, specifically including damage to the irrigation system.
- The Parks & Recreation Director or Designee will coordinate efforts with the Permittee to confirm field availability prior to approving other organizations' usage of Cook Soccer Park during the term of this agreement.
- Permittee shall have the right to charge a fee to organizations outside of Permittee that request use of their supplies and equipment during the permit period.
- Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for league participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
- Columbia Soccer Association shall have the right to charge an admission fee not to exceed Five Dollars ($5.00) per person; however, people refusing to pay the admission fee shall be permitted to enter the park. People entering the park for public use shall not be charged this admission fee.
- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date of this agreement.

28. **TERMINATION**

A. FOR CAUSE: The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:

1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.

2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.

3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.

B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the City and the Permittee have caused this Permit to be executed, effective the date first above written, by their duly authorized agents.

PERMITTEE

By _____

Crystal Barker, President
Columbia Soccer Association

Date 1/20/26

CITY OF COLUMBIA

By _____

Mackel Reagan, Director
Columbia Parks & Recreation

Date _____

By _____

Charles (Chaz) M. Molder,
Mayor

Date _____

By _____

Thad H. Jablonski,
City Recorder

Date _____

Legal Form Approved:

_____

Jake Hubbell,
City Attorney

Date: 1/26/26

Title VI Policy
City of Columbia, Tennessee

It is the policy of the City of Columbia to ensure that no citizen shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The City of Columbia does not allow unfair treatment because 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
LIC #40558248 Player's Health Cover USA Inc. Lifetime Work Edina 200 Southdale Center Edina MN 55435	PHONE (A/C, No, Ext): 612-345-9683	FAX (A/C, No):
	E-MAIL ADDRESS: certificates@playershealth.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Tennessee State Soccer Association 237 Castlewood Drive, Suite H Murfreesboro TN 37129	INSURER A: Everest National Insurance Company	10120
	INSURER B: Great American Insurance Company	16691
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 260290 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: PER EVENT	Y		GCN0012458-251	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PARTICIPANT LEGAL LIAB	$ 1,000,000 $ 300,000 $ EXCLUDED $ 1,000,000 $ 5,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			GCN0012458-251	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $ 0			25QS1179	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Participant Accident Medical			E426831-04	8/1/2025	8/1/2026	PER INJURY LIMIT	$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the Tennessee State Soccer Assn, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of TSSA. Certificate holder has automatic additional insured status when required by written contract. This certificate is issued on behalf of: Columbia Soccer Association

CERTIFICATE HOLDER

City of Columbia

700 North Garden Street
Columbia TN 38401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your operations for an additional insured.

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **a. Primary Insurance** of **4. Other Insurance** of **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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 THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA GIRLS FASTPITCH ASSOCIATION FOR THE 2026 SEASON - WARD 4

RECOMMENDATION: Approve.

INFORMATION: The Columbia Girls Fastpitch Association is requesting an annual Non-Exclusive Use Permit with the City of Columbia to utilize the Ridley Sports Complex softball fields for their practices and games for their 2026 season. Once approved, the permit will cover their annual facility needs.

CGFPA and the Columbia Parks and Recreation Department amicably agree on the recommended user fees for each season. Families that express the need are eligible for discounts and CGFPA does not charge gate fees for any of their events.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Columbia Girls Fastpitch, and Non-Exclusive Columbia Girls Fast Pitch with Insurance.

CITY OF COLUMBIA
TENNESSEE

Parks and Recreation Department

NON-EXCLUSIVE USE AND OCCUPANCY PERMIT 2026

This permit is executed by and between the City of Columbia, hereinafter called "City", and Columbia Girls Fast Pitch Association, whose address is P.O Box 8153, Columbia, TN 38402, hereinafter called "Permittee".

WHEREAS the City desires to provide facilities to its citizens, and non-commercial local societies, clubs and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities.

WHEREAS the Permittee is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues, fees and charges, and fund-raising projects.

NOW, THEREFORE, it is mutually agreed by and between the City and Permittee as follows:

1. **PREMISES**
City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Ridley Park Complex "B" hereinafter called "Premises."

2. **TERM**
The term of this permit shall begin on February 13, 2026, and shall terminate on February 12, 2027, unless sooner terminated as specified herein.

3. **PURPOSE**
The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

4. **PUBLIC USE**
The general public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. **FEES**

The Permittee shall pay the Columbia Park s& Recreation Department the following user fee with payments due on or before the 1st Friday of each month preceding use.

A. **Spring Season, April – June, $50.00 per game day** beginning March 15, 2026, and continuing through June 28, 2026. Permittee reserves the right to request extension of user fee rights through July 2, 2026, should such extension is necessary to complete the regular season schedule.

Games will be scheduled on Monday, Tuesday, Thursday and Friday evenings. However, games may be scheduled on Saturday if needed. The necessary fields will be drug and lined each day that games are scheduled according to the Leagues Master Schedule provided to the Columbia Parks & Recreation Department. The Columbia Parks & Recreation Department will be notified of any schedule changes within 24 hours.

B. **Fall Season, August – November, $100.00 per game day** beginning August 1, 2026, and continuing through November 8, 2026. All games are held during the weekdays, and the fields are lined once per week on Saturdays or Sundays.

Permittee shall have the right to charge participants a reasonable fee designed to cover maintenance and program operation. Said fees will be subject to prior written approval of the Parks and Recreation Department Director or designated representative. Excessive fees or charges, which will have the effect of preventing low and moderate-income people from using the site, shall not be permitted. All funds collected by the Permittee from the operation of the premises shall be used for the development, maintenance and program operation on the premises.

6. **BY-LAWS**

Membership in Permittee's organization shall be open to anyone meeting the requirements of its rules and bylaws. Permittee will not discriminate against a member because of age, race, color, religion, physical handicap, ancestry, sex or national origin. All restrictions, rules, and by-laws, if any, and changes thereto proposed by Permittee's organization shall require prior written approval from the Parks and Recreation Department Director or designated representative. A current copy of by-laws shall be on file in the Parks and Recreation Department office.

7. **MAINTENANCE**

Permittee shall assist in Premises maintenance by following means:

A. Permittee shall assist with routine janitorial services to include litter pick-up, monitoring of restrooms, press boxes, dug out and any trash removal.

B. Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.

C. City shall provide routine maintenance to restrooms to ensure overall cleanliness, sanitation and operation including maintaining adequate supplies for use. Permittee shall monitor supplies in the City's absence to help prevent misuse.

D. City shall provide all routine and major maintenance for all grounds and facilities, other than improvements and structures installed by Permittee, to include but not limited to fertilizing, watering, mowing, weeding, dragging and lining of fields, the repair of water and sewer lines, roadways and parking lots, and drainage systems.

E. City shall provide field marking supplies (chalk, paint, string), equipment (chalk machine, paint machine, field groomer), and personnel as necessary to prep all scheduled fields before games as agreed under Fee, Item #5: bullets A and B above.

8. **IMPROVEMENTS/DEVELOPMENT**

Permittee shall not make any improvements, changes or alterations or cause same to be made to the premises, without written authorization and approval from the Parks and Recreation Department Director or designated representative. All improvements shall be at no cost to City.

9. **REMOVAL OF IMPROVEMENTS**

City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement for repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises. In the event Permittee does not so remove said fixtures and improvements within the above specified time, the City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.

10. **OPERATION**

All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks and Recreation Department Director, or designated representative, at least two weeks prior to the activity.

11. **INDEMNITY**

Permittee agrees to indemnify and save the City of Columbia and its agents and employees harmless from all liability, claims, damages or injuries to any person, including injury to Permittee or any of Permittee's employees, representatives, agents, guests, licensees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same:

A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises.

B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.

12. **CONCESSION RIGHTS: (LEAGUE PLAY)**

Permittee shall have the right to operate a concession stand for the sale of confections, soft drinks, gum and other food products which are prepared and served in accordance with City of Columbia regulations, during league events; PROVIDED, HOWEVER, that all profits there from shall be used by the Permittee for improvements, operation and maintenance of the premises.

Permittee shall also have the right to sell at its discretion, T-shirts, helmet customization and other items as long as such items are directly related to the sport of girls' fast pitch softball and promote the league and its ideals of sportsmanship and fair play. All concessions sales and profits shall be used by the Permittee for improvements, operation and maintenance of the premises and other budget items necessary for league operations.

The Permittee shall be solely responsible for any thefts, vandalism, loss or damages to any concession goods that may be stored in the concession stand.

13. **CONCESSION RIGHTS: (NON-LEAGUE TOURNAMENT PLAY)**
Permittee shall have the right to operate a concession stand for the sale of confections, soft drinks, gum and other food products which are prepared and served in accordance with City of Columbia regulations, during non-league tournament play.

The Permittee shall be solely responsible for any thefts, vandalism, loss or damages to any concession goods that may be stored in the concession stand.

14. **ADVERTISING**
Permittee shall not place or cause to be placed on the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms provided by team sponsors.

15. **POSSESSOR INTEREST AND TAXES**
This permit may create a taxable possessor interest in Permittee; therefore, as further consideration for the execution of this permit, Permittee agrees to pay and discharge before delinquency, all taxes and assessments, which may be levied against said premises by reason of any interest of Permittee during, said term.

16. **NON-EXCLUSIVE OCCUPANCY**
It is specifically understood and agreed that Permittee's use hereunder shall be non-exclusive and shall not result in any proprietary rights. City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect its interest in the premises or to inspect the operations.

17. **COMPLIANCE WITH THE LAW**
Permittee shall, at its sole cost and expense, comply with all the requirements of all Municipal, State and Federal authorities now in effect or which may be in effect which pertain to the permit premises or any operations of the Permittee conducted thereon.

18. **INSURANCE**
On or before the execution date of this Permit by the City, Permittee shall submit to City an insurance policy or Certificate of Insurance evidencing that Permittee has obtained from a generally recognized insurer, insurance in the following form and minimum amounts specified.
Comprehensive General Liability insurance of:

A.	$2,000,000	Bodily Injury - per person
B.	$2,000,000	Bodily Injury - Each Occurrence
C.	$ 250,000	Property Damage

The Policy shall name the City of Columbia as additional insured. The Policy of Insurance shall contain the following clauses:

"It is agreed that the Policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Parks and Recreation Department Director of the City of Columbia, shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said Director, as evidenced by properly validated return receipt."

"The insured waives any right of subrogation against City of Columbia which might arise by reason of any payment under this Policy."

The City reserves the right to evaluate the amount and type of insurance required during the term of this permit. Permittee shall provide the amount and type of insurance as required by the Parks and Recreation Department Director within thirty (30) days after Permittee shall have received written notice of such requirement.

19. **EQUAL OPPORTUNITY**

Permittee will not discriminate against any employee or applicant for employment because of age, race, color, religion, physical handicap, ancestry, sex or national origin. This provision shall include, but is not limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

20. **NON-DISCRIMINATION**

Permittee, in the operations to be conducted pursuant to the provisions of this permit and otherwise in the use of the facility, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed or national origin, sex, age, handicap, or marital status in any manner.

21. **DRUG AND ALCOHOL POLICY**

In accordance with City of Columbia Substance Abuse Policy (Change 1) dated November 1, 1993, neither Permittee nor its employees, consultants agents or contractors while in any way using the permitted property, shall be in any way impaired because of being under the influence of alcohol or a drug, shall possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug, or shall sell, offer or provide alcohol or a drug to another person.

22. **UTILITIES AND SERVICES**

The City shall provide all utilities and services on the Ridley Park Sports Complex.

23. **AMENDMENT TO PERMIT**

This Permit fully expresses all understanding of the parties to this Permit and no verbal understanding of the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Permit and duly approved and executed by Permittee and Parks and Recreation Department Director.

24. **PARTIAL INVALIDITY**

If any provision of this Permit or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Permit shall be valid and be enforced to the fullest extent permitted by law.

25. **GOVERNING LAW**

This Permit shall in every respect be binding upon the parties hereto and their respective successors and assigns. The laws of the State of Tennessee shall govern this Permit.

26. **PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Permit shall be deemed to be inserted herein and the Permit shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Permit shall forthwith be physically amended to make such insertion or correction.

27. **NOTICE**

Any notices required or permitted to be given pursuant to this Permit may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

PERMITTEE	CITY
Columbia Girls Fast Pitch Association	Columbia Parks & Recreation Department
c/o April Watson, President	c/o Mackel Reagan, Director
P.O. Box 8153	1446 Oak Springs Drive
Columbia, TN 38402	Columbia, TN 38401
Phone: (931) 374-8993	Phone: (931) 388-8119

28. **SPECIAL PROVISIONS**

In the event there is any conflict between the following special provisions and any other provisions of this permit, the special provisions shall govern. The special provisions are as follows:

- The Permittee shall provide proof of indemnification insurance and a copy of previous year / season financial records to the Parks and Recreation Department to be submitted with the agenda packet for council approval.
- Permittee must also provide a copy of the league rules and by-laws when returning this document to Columbia Parks & Recreation Department. A copy of the weekly game schedule must be provided when it is completed.
- The Permittee shall not commence practice sessions or games at premises until contract terms are approved by Council and signed by all parties as required.
- Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason. This includes non-food items to be sold as concessions: hats, helmets, t-shirts, customizations, etc.
- All organizations and groups outside of Permittee must have written permission from the Parks & Recreation Director or Designee prior to use of fields.
- The City's Logo may not be used on any concession products without the City's approval.
- The Parks & Recreation Director or his Designee will coordinate efforts with the Permittee to confirm field availability prior to approving other organizations' usage of the facilities during the term of this agreement.
- Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for league participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
- The Permittee reserves the right to govern its membership according to the published by laws provided and on-file with Columbia Parks & Recreation Department. The by-laws limit membership in the Columbia Girls Fast Pitch League to female participants between the ages of four (4) and eighteen (18) in accordance with its sanctioning body, the Play Local.
- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.

29. **TERMINATION**

A. FOR CAUSE: The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:

1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.

2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.

3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.

B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the City and the Permittee have caused this Permit to be executed, effective the date first above written, by their duly authorized agents.

PERMITTEE

By _____

April Watson, President
Columbia Girls Fast Pitch Association

Date 12/18/25

CITY OF COLUMBIA

By _____

Mackel Reagan, Director
Parks & Recreation

Date _____

By _____

Charles (Chaz) M. Molder,
Mayor

Date _____

By _____

Thad H. Jablonski,
City Recorder

Date _____

Legal Form Approved:

_____

Jake Hubbell,
City Attorney

Date: 1/26/26

Title VI Policy

It is the policy of the City of Columbia to ensure that no citizen shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Daryl Chappell
Chappell Insurance 4335 Cox Rd, Ste 4335 Glen Allen, VA, 23060	PHONE (A/C, No, Ext): 804-733-2020 FAX (A/C, No): 804-591-1603 E-MAIL ADDRESS: support@chappellinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Columbia Girls Fast Pitch 1618 London Drive Columbia, TN 38401 (6)Teams in Columbia Girls Fast Pitchgroup	INSURER A: SiriusPoint America Insurance Company	39776
	INSURER B: Axis Insurance Company	37273
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: NS-SB-10-000391 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC X OTHER:	X		PLH03GL00000891	01/01/2026 12:01 AM	01/01/2027 12:01 AM	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS-COMP/OP AGG	$ 2,000,000
							Participant Legal Liability	$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	PARTICIPANT ACCIDENT			SRPO188416-00	01/01/2026 12:01 AM	01/01/2027 12:01 AM	EXCESS MEDICAL	$ 100,000
							DEDUCTIBLE	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage includes amateur play and practice in the insured sport for Columbia Girls Fast Pitch NS-SB-10-000391. The certificate holder is named as an additional insured but only with respect to the operations of the named insured.Sport Insured: Softball. Age Group: 12 & Under.

Coverage Effective From 09:34 AM on 01/23/2026 TO 01/01/2027

CERTIFICATE HOLDER	CANCELLATION
City of Columbia 700 N Garden Street Columbia, TN 38401 Certificate Number: NS-SB-10-000391	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daryl Chappell

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Notice to Texas Insureds: The insurer for the purchasing group may not be covered by an insurance insolvency guarantee fund or similar mechanism and the insurer of the group is not subject to all the insurance laws and regulations of this state.

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 THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND EXCEL AQUATICS FOR THE 2026 SEASON - WARD 4

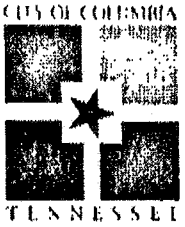
RECOMMENDATION: Approve.

INFORMATION: Excel Aquatics is requesting an annual Non-Exclusive Use Permit with the City of Columbia to utilize the pools at The Columbia Aquatics and Recreation Center for their swim services, practices and swim meets for the 2026 season. Once approved, the permit will cover their annual facility needs.

Excel Aquatics and the Columbia Parks and Recreation Department amicably agree on the recommended user fees for each season. The organization will give back 25% of their revenues to the City along with charging the center membership fees for their participants.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Excel Aquatics, and Non-Exclusive Excel Aquatics with Insurance.



Parks and Recreation Department

NONEXCLUSIVE
USE AND OCCUPANCY PERMIT
2026

This permit is executed by and between the City of Columbia, hereinafter called "City", and _ Excel Aquatics, whose address is 920 Heritage Way, Brentwood, TN 37027, hereinafter called "Permittee".

WHEREAS, the City desires to provide facilities to its citizens, and noncommercial local societies, clubs and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities.

WHEREAS, the Permittee is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues, fees and charges, and fundraising projects.

NOW, THEREFORE, it is mutually agreed by and between the City and Permittee as follows:

1. **PREMISES**
City does hereby grant to Permittee a NonExclusive Use Permit for the use and occupancy of those certain premises described as, The Columbia Aquatics and Recreation Center, hereinafter called "Premises."

2. **TERM**
The term of this permit shall begin on February 13, 2026 and shall terminate on February 12, 2027, unless sooner terminated as specified herein.

3. **PURPOSE**
The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a swimming pool facility in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

4. **PUBLIC USE**
The general public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. **FEES**

The Permittee shall pay the Columbia Parks & Recreation Department 25% of user fees from swim school and programs as well as charge facility membership fees for participants.

Permittee shall have the right to charge participants a reasonable fee designed to cover maintenance and program operation. Said fees will be subject to prior written approval of the Parks and Recreation Department Director or designated representative. Excessive fees or charges, which will have the effect of precluding low and moderate-income persons from using the site, shall not be permitted. All funds collected by the Permittee from the operation of the premises shall be used for the development, maintenance and program operation on the premises.

6. **BYLAWS**

Membership in Permittee's organization shall be open to anyone meeting the requirements of its rules and bylaws. Permittee will not discriminate against a member because of age, race, color, religion, physical handicap, ancestry, sex or national origin. All restrictions, rules, and bylaws, if any, and changes thereto proposed by Permittee's organization shall require prior written approval from the Parks and Recreation Department Director or designated representative. A current copy of bylaws shall be on file in the Parks and Recreation Department office.

7. **MAINTENANCE**

Permittee shall assist in Premises maintenance by following means:

A. Permittee shall assist with routine janitorial services to include litter pick-up, monitoring of rest rooms and cleanliness of pool areas.

B. Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.

C. City shall provide routine maintenance to rest rooms to ensure overall cleanliness, sanitation and operation including maintaining adequate supplies for use. Permittee shall monitor supplies in the City's absence to help prevent misuse.

D. City shall provide all routine and major maintenance for all grounds and facilities.

8. **IMPROVEMENTS/DEVELOPMENT**

Permittee shall not make any improvements, changes or alterations or cause same to be made to the premises, without written authorization and approval from the Parks and Recreation Department Director or designated representative. All improvements shall be at no cost to City.

9. **REMOVAL OF IMPROVEMENTS**

City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises. In the event Permittee does not so remove said fixtures and improvements within the above specified time, the City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.

10. OPERATION

All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks and Recreation Department Director, or designated representative, at least two weeks prior to the activity.

11. INDEMNITY

Permittee agrees to indemnify and save the City of Columbia and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Permittee or any of Permittee's employees, representatives, agents, guests, licensees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same:

A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises;

B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.

12. ADVERTISING

Permittee shall not place or cause to be placed upon the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms as provided by team sponsors.

13. POSSESSOR INTEREST AND TAXES

This permit may create a taxable possessor interest in Permittee; therefore, as further consideration for the execution of this permit, Permittee agrees to pay and discharge before delinquency, all taxes and assessments, which may be levied against said premises by reason of any interest of Permittee during, said term.

14. NONEXCLUSIVE OCCUPANCY

It is specifically understood and agreed that Permittee's use hereunder shall be nonexclusive and shall not result in any proprietary rights. City reserves, and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect its interest in the premises or to inspect the operations.

15. COMPLIANCE WITH THE LAW

Permittee shall, at its sole cost and expense, comply with all the requirements of all Municipal, State and Federal authorities now in effect or which may be in effect which pertain to the permit premises or any operations of the Permittee conducted thereon.

16. INSURANCE

On or before the execution date of this Permit by the City, Permittee shall submit to City an insurance policy or Certificate of Insurance evidencing that Permittee has obtained from a generally recognized insurer, insurance in the following form and minimum amounts specified.
Comprehensive General Liability insurance of:

A.	$2,000,000	Bodily Injury per person
B.	$2,000,000	Bodily Injury Each Occurrence
C.	$ 250,000	Property Damage

The Policy shall name the City of Columbia as additional insured. The Policy of Insurance shall contain the following clauses:

"It is agreed that the Policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Parks and Recreation Department Director of the City of Columbia, shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said Director, as evidenced by properly validated return receipt."

"The insured waives any right of subrogation against City of Columbia which might arise by reason of any payment under this Policy."

The City reserves the right to reevaluate the amount and type of insurance required during the term of this permit. Permittee shall provide the amount and type of insurance as required by the Parks and Recreation Department Director within thirty (30) days after Permittee shall have received written notice of such requirement.

19. **EQUAL OPPORTUNITY**

Permittee will not discriminate against any employee or applicant for employment because of age, race, color, religion, physical handicap, ancestry, sex or national origin. This provision shall include, but is not limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

20. **NON-DISCRIMINATION**

Permittee, in the operations to be conducted pursuant to the provisions of this permit and otherwise in the use of the facility, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed or national origin, sex, age, handicap, or marital status in any manner.

21. **DRUG AND ALCOHOL POLICY**

In accordance with City of Columbia Substance Abuse Policy (Change 1) dated November 1, 1993, neither Permittee nor its employees, consultants agents or contractors while in any way using the permitted property, shall be in any way impaired because of being under the influence of alcohol or a drug, shall possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug, or shall sell, offer or provide alcohol or a drug to another person.

22. **UTILITIES AND SERVICES**

The City shall provide all utilities and services at the Columbia Aquatics and Recreation Center.

23. **AMENDMENT TO PERMIT**

This Permit fully expresses all understanding of the parties to this Permit and no verbal understanding of the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Permit and duly approved and executed by Permittee and Parks and Recreation Department Director.

24. **PARTIAL INVALIDITY**

If any provision of this Permit or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Permit shall be valid and be enforced to the fullest extent permitted by law.

25. **GOVERNING LAW**

This Permit shall in every respect be binding upon the parties hereto and their respective successors and assigns. The laws of the State of Tennessee shall govern this Permit.

26. **PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Permit shall be deemed to be inserted herein and the Permit shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Permit shall forthwith be physically amended to make such insertion or correction.

27. **NOTICE**

Any notices required or permitted to be given pursuant to this Permit may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

PERMITTEE
Excel Aquatics
c/o Steven Murry, Head Coach
920 Heritage Way
Brentwood, TN. 37027
coachsteven@excelaquatics.org

CITY
Columbia Parks & Recreation Department
c/o Mackel Reagan, Director
1446 Oak Springs Drive
Columbia, TN 38401
Phone: (931) 388-8119

28. **SPECIAL PROVISIONS**

In the event there is any conflict between the following special provisions and any other provisions of this permit, the special provisions shall govern. The special provisions are as follows:

- The Permittee shall provide proof of indemnification insurance and a copy of previous year / season financial records to the Parks and Recreation Department to be submitted with the agenda packet for council approval.
- Permittee must also provide a copy of the league rules and by-laws when returning this document to Columbia Parks & Recreation Department. A copy of the weekly schedule must be provided when it is completed.
- The Permittee shall not commence practice sessions or competitions at premises until contract terms are approved by Council and signed by all parties as required.
- Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason.
- All organizations and groups outside of Permittee must have written permission from the Parks & Recreation Director or Designee prior to use of pools.
- The City's Logo may not be used on any concession products without the City's approval.
- The Parks & Recreation Director or his Designee will coordinate efforts with the Permittee to confirm pool availability prior to approving other organizations usage of the facilities during the term of this agreement.
- Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for group participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
- The Permittee reserves the right to govern its membership according to the published by-laws provided and on-file with Columbia Parks & Recreation Department.

- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.

29. TERMINATION

A. FOR CAUSE: The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:

1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including noncompliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives nonapplicable or as may become applicable.

2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.

3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.

B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the City and the Permittee have caused this Permit to be executed, effective the date first above written, by their duly authorized agents.

PERMITTEE

By _____
Steven Murry, Head Coach
Excel Aquatics
Date 01/22/26

CITY OF COLUMBIA

By _____
Mackel Reagan, Director
Parks & Recreation
Date _____

By _____
Charles (Chaz) M. Molder,
Mayor
Date _____

By _____
Thad H. Jablonski,
City Recorder
Date _____

Legal Form Approved:

_____
Jake Hubbell,
City Attorney
Date: 1/30/25

Title VI Policy

It is the policy of the City of Columbia to ensure that no citizen shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

CERTIFICATE OF INSURANCE

PRINT DATE: 1/29/2026

CERTIFICATE NUMBER: 202601231185443

AGENCY:

Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road, Suite 600
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Swimming, Inc.
1 Olympic Plaza
Colorado Springs CO 80909

Excel Aquatics
920 Heritage Way
Brentwood TN 37027

INSURERS AFFORDING COVERAGE:

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379
INSURER B: United States Fire Insurance Company NAIC#: 21113

EVENT INFORMATION:

Swim Practice (1/23/2026 - 1/1/2027)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:	
A	GENERAL LIABILITY					
	X Occurrence X Participant Legal Liability X Sexual Abuse & Molestation	1-RSL-CO-17-01538639-01	1/1/2026 12:01 AM	1/1/2027 12:01 AM	General Aggregate (Policy Aggregate Cap)	$20,000,000
					General Aggregate (Per Event)	$4,000,000
					Each Occurrence	$2,000,000
					Damage to Rented Premises (Each Occ.)	$2,000,000
					Medical Expense (Any one person)	Excluded
					Personal & Advertising Injury	$2,000,000
					Products-Comp/Op Agg	$2,000,000
					Abuse-Molestation (Each Occurrence)	$2,000,000
					Abuse-Molestation (Annual Aggregate)	$4,000,000
A	UMBRELLA/EXCESS LIABILITY					
	X Occurrence	1-RSL-CO-17-01538640-01	1/1/2026 12:01 AM	1/1/2027 12:01 AM	Each Occurrence	$3,000,000
					Aggregate	$3,000,000
B	PARTICIPANT ACCIDENT					
	X EXCESS MEDICAL	US2166905	1/1/2026 12:01 AM	1/1/2027 12:01 AM	Excess Medical	$50,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Certificate holder is additional insured as required by written contract as per RSCG 03 03 (09/21).

Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES (see attached).

30 Day Notice of cancellation applies per policy provisions.

Other Insureds include the following: USA Swimming individual members (including but not limited to member athletes, coaches, officials, and other members), group members (including member clubs and organizational members), and volunteers; but only while such parties are acting in their capacity as such with respect to events and related activities organized, operated, sanctioned, or approved by USA Swimming, Inc. or any of its Local Swimming Committees (LSCs).

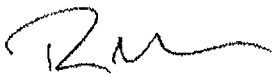
CERTIFICATE HOLDER:

City of Columbia Tennessee
700 N Garden Street
Columbia TN 38401

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:



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 THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA LITTLE LEAGUE FOR THE 2026 SEASON - WARD 4

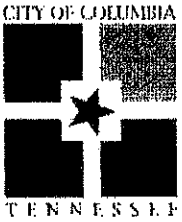
RECOMMENDATION: Approve.

INFORMATION: The Columbia American Little League is requesting an annual Non-Exclusive Use Permit with the City of Columbia to use Buck Davis Field at Eva Gilbert Park and Ridley Sports Complex for their practices and games for the 2026 season. Once approved, the permit will cover their annual facility needs.

Columbia Little League and the Columbia Parks and Recreation Department amicably agree on the recommended user fees for each season. The league does not charge a gate fee for any of their events.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Columbia American Little League, and Non-Exclusive Columbia American Little League with insurance.



Parks and Recreation Department

NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2026

This permit is executed by and between the City of Columbia, hereinafter called "City", and Columbia American Little League, whose address is 2387 Culleoka Hwy, Culleoka, TN. 38451, hereinafter called "Permittee".

WHEREAS, the City desires to provide facilities to its citizens, and non-commercial local societies, clubs and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities.

WHEREAS, the Permittee is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues, fees and charges, and fund-raising projects.

NOW, THEREFORE, it is mutually agreed by and between the City and Permittee as follows:

1. PREMISES
City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Eva Gilbert Park - Baseball Field hereinafter called "Premises."

2. TERM
The term of this permit shall begin on February 13, 2026, and shall terminate on February 12, 2027, unless sooner terminated as specified herein.

3. PURPOSE
The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

4. PUBLIC USE
The public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. FEES

A. Permittee shall pay the City a user fee of $0.00 per use of the facilities.

B. Any additional money or other contributions from the Permittee above the stated fees are appreciated

C. Permittee shall have the right to charge participants a reasonable fee designed to cover maintenance and program operation. Said fees will be subject to prior written approval of the Parks and Recreation Department Director or designated representative. Excessive fees or charges, which will have the effect of preventing low and moderate-income people from using the site, shall not be permitted. All funds collected by the Permittee from the operation of the premises shall be used for the development, maintenance and program operation on the premises.

6. BY-LAWS

Membership in Permittee's organization shall be open to anyone meeting the requirements of its rules and bylaws. Permittee will not discriminate against a member because of age, race, color, religion, physical handicap, ancestry, sex or national origin. All restrictions, rules, and by-laws, if any, and changes thereto proposed by Permittee's organization shall require prior written approval from the Parks and Recreation Department Director or designated representative. A current copy of by-laws shall be on file in the Parks and Recreation Department office.

7. MAINTENANCE

Permittee shall assist in Premises maintenance by following means:

A. Permittee shall, at its sole cost and expense, provide for all turf management and routine maintenance to include, but not to be limited to: litter pick up, restroom cleaning, fertilizing, watering, mowing, weeding, and dragging and lining of fields.

B. Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.

C. City shall provide routine, non-routine and major maintenance for all grounds and facilities, other than improvements and structures installed by Permittee to include but not to be limited to the repair of water and sewer lines, roadways and parking lots, and drainage systems.

8. IMPROVEMENTS/DEVELOPMENT

Permittee shall not make any improvements, changes or alterations or cause some to be made to the premises, without written authorization and approval from the Parks and Recreation Department Director or designated representative. All improvements shall be at no cost to City.

9. REMOVAL OF IMPROVEMENTS

City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement for repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises. In the event Permittee does not so remove said fixtures and improvements within the above specified time, the City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.

10. OPERATION

All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks and Recreation Department Director, or designated representative, at least two weeks prior to the activity.

11. INDEMNITY

Permittee agrees to indemnify and save the City of Columbia and its agents and employees harmless from all liability, claims, damages or injuries to any person, including injury to Permittee or any of Permittee's employees, representatives, agents, guests, licensees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same:

A. Arising from or alleged to have arisen from or connected with the use of our operations on the permit premises; or

B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.

12. CONCESSION RIGHTS: (LEAGUE PLAY)

Permittee shall have the right to operate a concession stand for the sale of confections, soft drinks, gum and other food products which are prepared and served in accordance with City of Columbia regulations, during league events; PROVIDED, HOWEVER, that all profits there from shall be used by the Permittee for improvements, operation and maintenance of the premises.

Permittee shall also have the right to sell at its discretion T-shirts, helmet customization and other items as long as such items are directly related to the sport of Babe Ruth Baseball and promote the league and its ideals of sportsmanship and fair play. All concessions sales and profits shall be used by the Permittee for improvements, operation and maintenance of the premises and other budget items necessary for league operations.

The Permittee shall be solely responsible for any thefts, vandalism, loss or damages to any concession goods that may be stored in the concession stand.

13. ADVERTISING

Permittee shall not place or cause to be placed on the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms provided by team sponsors.

14. POSSESSOR INTEREST AND TAXES

This permit may create a taxable possessor interest in Permittee; therefore, as further consideration for the execution of this permit, Permittee agrees to pay and discharge before delinquency, all taxes and assessments, which may be levied against said premises by reason of any interest of Permittee during, said term.

15. NON-EXCLUSIVE OCCUPANCY

It is specifically understood and agreed that Permittee's use hereunder shall be non-exclusive and shall not result in any proprietary rights. City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect its interest in the premises or to inspect the operations.

16. COMPLIANCE WITH THE LAW

Permittee shall, at its sole cost and expense, comply with all the requirements of all Municipal, State and Federal authorities now in effect or which may be in effect which pertain to the permit premises or any operations of the Permittee conducted thereon.

17. INSURANCE

On or before the execution date of this Permit by the City, Permittee shall submit to City an insurance policy or Certificate of Insurance evidencing that Permittee has obtained from a generally recognized insurer, insurance in the following form and minimum amounts specified.

Comprehensive General Liability insurance of:

A.	$2,000,000	Bodily Injury - per person
B.	$2,000,000	Bodily Injury - Each Occurrence
C.	$ 250,000	Property Damage

The Policy shall name the City of Columbia as additional insured. The Policy of Insurance shall contain the following clauses:

"It is agreed that the Policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Parks and Recreation Department Director of the City of Columbia, shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said Director, as evidenced by properly validated return receipt."

"The insured waives any right of subrogation against City of Columbia which might arise by reason of any payment under this Policy."

The City reserves the right to evaluate the amount and type of insurance required during the term of this permit. Permittee shall provide the amount and type of insurance as required by the Parks and Recreation Department Director within thirty (30) days after Permittee shall have received written notice of such requirement.

18. EQUAL OPPORTUNITY

Permittee will not discriminate against any employee or applicant for employment because of age, race, color, religion, physical handicap, ancestry, sex or national origin. This provision shall include, but is not limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

19. NON-DISCRIMINATION

Permittee, in the operations to be conducted pursuant to the provisions of this permit and otherwise in the use of the facility, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed or national origin, sex, age, handicap, or marital status in any manner.

20. DRUG AND ALCOHOL POLICY

In accordance with City of Columbia Substance Abuse Policy (Change 1) dated November 1, 1993, neither Permittee nor its employees, consultants agents or contractors while in any way using the permitted property, shall be in any way impaired because of being under the influence of alcohol or a drug, shall possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug, or shall sell, offer or provide alcohol or a drug to another person.

21. UTILITIES AND SERVICES

The City shall provide all utilities and services on the Baseball Field.

22. AMENDMENT TO PERMIT

This Permit fully expresses all understanding of the parties to this Permit and no verbal understanding of the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Permit and duly approved and executed by Permittee and Parks and Recreation Department Director.

23. PARTIAL INVALIDITY

If any provision of this Permit or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Permit shall be valid and be enforced to the fullest extent permitted by law.

24. GOVERNING LAW

This Permit shall in every respect be binding upon the parties hereto and their respective successors and assigns. The laws of the State of Tennessee shall govern this Permit.

25. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Permit shall be deemed to be inserted herein and the Permit shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Permit shall forthwith be physically amended to make such insertion or correction.

26. NOTICE

Any notices required or permitted to be given pursuant to this Permit may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

PERMITTEE	CITY
Columbia American Little League	Columbia Parks & Recreation Department
Chase Dale, President	c/o Mackel Reagan, Director
2387 Culleoka Hwy	1446 Oak Springs Drive
Culleoka, TN 38451	Columbia, TN 38401
Phone: (931) 638-9293 cdale019@gmail.com	Phone: (931) 388-8119

27. SPECIAL PROVISIONS

In the event there is any conflict between the following special provisions and any other provisions of this permit, the special provisions shall govern. The special provisions are as follows:

- The permittee shall provide proof of insurance and a copy of previous year / season financial records to the Parks and Recreation Department to be submitted with the agenda packet for council approval.
- Permittee must also provide a copy of the league rules and by-laws when returning this document to Columbia Parks & Recreation Department. A copy of the weekly game schedule must be provided when it is completed.
- The Permittee shall not commence practice sessions or games at premises until contract terms are approved by Council and signed by all parties as required.
- The Permittee agrees to turn off all lights in concession area, press boxes, and restrooms at the conclusion of each practice and game.
- Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason.
- All organizations and groups outside of Permittee must have written permission from the Parks & Recreation Director or his Designee prior to use of fields.
- The Parks & Recreation Director or his Designee will coordinate efforts with the Permittee to confirm field availability prior to approving other organizations' usage of the facilities during the term of this agreement.
- Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for league participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.

- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.

28. TERMINATION

A. FOR CAUSE: The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:

1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including noncompliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives nonapplicable or as may become applicable.

2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.

3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.

B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

PERMITTEE

By _____
Chase Dale, President
Columbia American Little League

Date 12/17/25

CITY OF COLUMBIA

By _____
Mackel Reagan, Director
Parks & Recreation

Date _____

By _____
Charles (Chaz) M. Molder,
Mayor

Date _____

By _____
Thad H. Jablonski
City Recorder

Date _____

Legal Form Approved:

_____
Jake Hubbell,
City Attorney

Date: 12/26/25

Title VI Policy
City of Columbia, Tennessee

It is the policy of the City of Columbia to ensure that no citizen shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY): 12/30/25

PRODUCER

Keystone Risk Managers, LLC
1215 Manor Drive, Suite 208
Mechanicsburg, PA 17055

CERTIFICATE #: 3420301-2026-1 3 42 08

INSURERS AFFORDING COVERAGE:

INSURER A:	**Interstate Fire & Casualty Company**
INSURER B: (Non-Liability)	**National Union Fire Insurance Company of Pittsburgh, PA**
INSURER C:	**AIG Specialty Insurance Company**
INSURER D:	**Markel American Insurance Company**

ADDITIONAL NAMED INSURED:

COLUMBIA AMERICAN LL
2387 Culleoka Highway
Culleoka, TN 38451

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #31 OF THE MASTER D&O POLICY.
** SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	UST030987260	01/01/2026	01/01/2027	EACH OCCURRENCE	$2,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$2,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	DIRECTORS & OFFICERS	01-468-17-57	01/01/2026	01/01/2027	EACH LOSS	$1,000,000*
						AGGREGATE	$1,000,000
C	X	CYBER LIABILITY COVERAGE	01-454-69-95	01/01/2026	01/01/2027	LIMIT OF LIABILITY CLAIMS MADE	$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** ** **$1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** **$1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** ** **$1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
D	X	INLAND MARINE/PROPERTY FLOATER	MKLM7IM0056260	01/01/2026	01/01/2027	EACH LOSS	$35,000 Deductible: $500
A	X	CRIME	UST030998260	01/01/2026	01/01/2027	EACH LOSS	$35,000 Deductible: $1,000
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	01/01/2026	01/01/2027	As in Master Policy: Med. Max. $250,000 Deductible $50	As In Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an Insured the person or organization shown in the schedule, but only with respect to liability arising out of the above-named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair, or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above-named Little League; and
2. That part of the ball field or other premises not being used by the above-named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. City of Columbia 2. Maury County Board of Education 3. Maury County Parks and Recreation Department

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S. RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY): 12/30/25

PRODUCER

Keystone Risk Managers, LLC
1215 Manor Drive, Suite 208
Mechanicsburg, PA 17055

CERTIFICATE #: 3420301-2026-1 — 3 42 08

INSURERS AFFORDING COVERAGE:

INSURER A:	**Interstate Fire & Casualty Company**
INSURER B: (Non-Liability)	**National Union Fire Insurance Company of Pittsburgh, PA**
INSURER C:	**AIG Specialty Insurance Company**
INSURER D:	**Markel American Insurance Company**

ADDITIONAL NAMED INSURED:

COLUMBIA AMERICAN LL
2387 Culleoka Highway
Culleoka, TN 38451

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* SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #31 OF THE MASTER D&O POLICY.
** SUBJECT TO $5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	**GENERAL LIABILITY**	UST030967260	01/01/2026	01/01/2027	EACH OCCURRENCE	$2,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL PARTICIPANTS	**Property Damage Deductible: $250**			PRODUCTS/COMP OPS AGGREGATE	$2,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	$1,000,000
						Sexual Abuse AGGREGATE	$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	**DIRECTORS & OFFICERS**	01-468-17-57	01/01/2026	01/01/2027	EACH LOSS	$1,000,000*
						AGGREGATE	$1,000,000
C	X	**CYBER LIABILITY COVERAGE**	01-454-69-95	01/01/2026	01/01/2027	**LIMIT OF LIABILITY CLAIMS MADE**	$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** ** **$1,000 PER LEAGUE RETENTION**			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** **$1,000 PER LEAGUE RETENTION**				
	EM	EVENT MANAGEMENT INSURANCE	**$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** ** **$1,000 PER LEAGUE RETENTION**			NOT APPLICABLE	POLICY INCEPTION
D	X	**INLAND MARINE/PROPERTY FLOATER**	MKLM7IM0056260	01/01/2026	01/01/2027	EACH LOSS	$35,000 Deductible: $500
A	X	**CRIME**	UST030998260	01/01/2026	01/01/2027	EACH LOSS	$35,000 Deductible: $1,000
B	X	**SPORTS EXCESS ACCIDENT**	SRG9105434	01/01/2026	01/01/2027	As In Master Policy: Med. Max. $250,000 Deductible $50	As In Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above-named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair, or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above-named Little League; and
2. That part of the ball field or other premises not being used by the above-named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

City of Columbia
700 North Garden Street
Columbia, TN 38401

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S. RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: David Irwin	
Keystone Risk Managers, LLC 1215 Manor Drive Suite 208 Mechanicsburg PA 17055	PHONE (A/C, No, Ext): (570) 473-2150	FAX (A/C, No): (570) 473-2151
	E-MAIL ADDRESS: Dirwin@Keystoneinsgrp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Interstate Fire & Casualty Company	22829
INSURED Little League Baseball Risk Purchasing Group, Incorporated COLUMBIA AMERICAN LL 2387 Culleoka Highway Culleoka TN 38451	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER: Per League	X	X	UST030987260	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SEXUAL ABUSE OCC/AGG	$ 2,000,000 $ 300,000 $ Excluded $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 1M/$1M
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured per form CG 2026 (12/19)

CERTIFICATE HOLDER

City of Columbia
700 North Garden Street
Columbia TN 38401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: UST030987260

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or
City of Columbia 700 North Garden Street Columbia, TN 38401
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
City of Columbia 700 North Garden Street Columbia, TN 38401
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.com 931-560-1451

AGENDA ITEM TITLE:
APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT AMENDMENT NO. 7 BETWEEN CITY OF COLUMBIA AND LOSE DESIGN NOT TO EXCEED THE AMOUNT OF $50,000.

RECOMMENDATION: Approve.

INFORMATION: Lose Design, provider of architecture, civil engineering, landscape architecture, and land planning services, offers this contract amendment No. 7 (20199) to offer extended professional services for the project in Columbia, Tennessee beyond the previous scope established in Contract Amendment 5. Columbia P&R is seeking multiple renovations to the Columbia Aquatics and Recreation Center. Lose Design will develop an additional construction scope based on a budget not to exceed $50,000. The attached amendment outlines the scope of services and fees for the design and development of construction documents, permitting, bidding and construction administration for the project.

CERTIFICATION: The Chief Financial Officer certifies that $50,000 is budgeted and unencumbered in Capital Projects-Parks Admin – Parks & Recreation Facilities

ATTACHMENTS: Staff report Lose Design, Lose Design Contract Amendment No.7 (job no. 20199)

LOSE DESIGN
SPACES FOR LIFE.

Contract Amendment No. 7
Between City of Columbia & Lose & Associates, Inc. DBA Lose Design
Columbia Public Works – Expansion – Columbia Aquatics & Recreation Center Renovation Phase 1
Contract Dated October 28, 2021
Lose & Associates Job Number 20199 – This amendment will be 20199-2

This document shall serve as Contract Amendment No. 7 for the City of Columbia Public Works Expansion design services. Contract Amendment No. 7 is issued to authorize expanded professional design services and related engineering services beyond the scope established in Contract Amendment No. 5, which was based on a construction budget of $250,000 and an hourly professional services fee not to exceed $25,000 without written client approval. The expanded budget has increased to a range of $400,000 to $450,000

Fees

The services described herein will be provided on a Hourly basis following the Attachment A – Hourly Rates Schedule. Based on the revised scope and construction budget, Hourly and subconsultant fees for these expanded services are to not exceed an additional $50,000 without written client approval

Notes:

(1) Expense amounts inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, deliveries, and mileage. Expenses shall be billed in accordance with Attachment A.

Terms and Conditions outlined in the original contract dated October 28, 2021 will govern the work included in this Amendment.

ACCEPTED: This _____ day of _____ , 2026
ISSUED: This _____ day of July 2026.

Agreed to:	Agreed to:
City of Columbia, Tennessee Client Name	Lose Design Lose & Associates, Inc., dba Lose Design
_____ Signer's Name (Typed or Printed)	Lee Davidson Signer's Name (Typed or Printed)
BY: _____ Authorized Signature	BY: _____ Authorized Signature
Date: _____	Date: _____
Title: _____	Title: Executive Vice President

Approved as to Legal Form:

Jake Hubbell, City Attorney

LOSE DESIGN
SPACES FOR LIFE.

EXPANDED SCOPE OF SERVICES/FEES

Columbia Aquatics & Recreation Center Renovation Phase 1
Columbia, Tennessee
Lose Project Number 20199-2,

The Design Professional shall provide additional services required to complete the expanded renovation scope as shown on Attachment B, including preparation of design documents and coordination necessary to support bidding and construction. The expanded scope includes, but is not limited to:

1. Expanded renovation design for the Center's locker rooms, including architectural updates and MEP engineering.
2. Expanded renovation design for the pool area family restrooms, including architectural updates and MEP engineering.
3. Design/ engineering for repairs to plumbing lines outside of the locker room/restroom renovation areas, necessary to address existing operational issues, including recurring blockages and associated piping modifications.
4. Addition and management of Mechanical, Plumbing, and Electrical (MP&E) subconsultants, including coordination and integration of MP&E design into the documents for the expanded scope described above.

LOSE DESIGN
SPACES FOR LIFE.

ATTACHMENT A – Hourly Rates

LOSE DESIGN
HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

Executive Management	$282.00
Vice President	$279.00
Sr. Engineer, Sr. Project Manager	$255.00
Sr. Architect	$221.00
Sr. Landscape Architect, Sr. Land Planner	$210.00
Project Manager	$210.00
Engineer, Architect	$200.00
Landscape Architect, Interior Designer, Planner	$184.00
Engineer in Training	$158.00
Intern Architect	$152.00
Land Planner	$147.00
Senior Proposal Coordinator	$142.00
BIM Specialist	$137.00
Technician, Marketing Content Creator	$105.00
Project Accounting Coordinator, Administrative Assistant	$105.00

Reimbursable Expenses

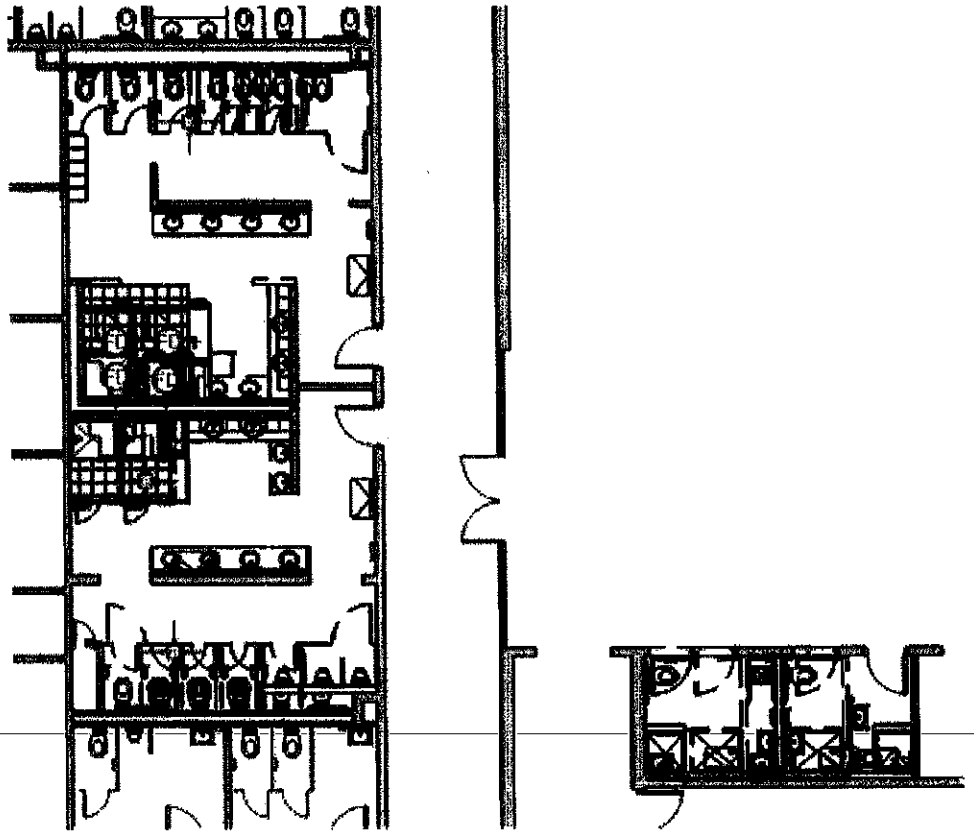
Consultants' Services	cost + 10%
Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2026

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2027, at which time they may be adjusted by the Design Professional.

LOSE DESIGN
SPACES FOR LIFE.

ATTACHMENT B
Revised Locker and Family Restroom Layouts



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Ginger Adams, Sr Administrative Assistant to Fire Chief, 931-560-1723, GAdams@columbiatn.gov

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A REVISION TO THE CONTRACT BETWEEN LOCALITY MEDIA, INC DBA FIRST DUE AND THE CITY OF COLUMBIA FOR AN ADD ON MODULE FOR THE PROACTIVE MONITORING OF RESPONDER HEALTH AND SAFETY INCLUDING EXPOSURE HISTORY ALONG WITH INCIDENT, TRAINING OR EVENT CORRELATION, EXPOSURE TRENDS TO SUPPORT COMPLIANCE WITH ORGANIZATIONAL HEALTH AND SAFETY INITIATIVES -

RECOMMENDATION: Approve.

INFORMATION: February 13, 2025, the City Council approved the contract between Locality Media, Inc DBA First Due and the City of Columbia to provide software services for Columbia Fire & Rescue. This software program replaced ESO Solutions which provided incident reporting, medical reporting, reporting to the state, properties and inspections for Fire Marshal Office, personnel management and data analytics.

Columbia Fire & Rescue requests this add-on module to First Due software which will allow proactive monitoring of first responder health and safety including exposure history along with incident, training or event correlation, exposure trends to support compliance with organizational health and safety initiatives.

The cost of the add-on module is $615.

CERTIFICATION: The Chief Financial Officer certifies that $615 is budgeted and unencumbered in Fire Suppression-Software.

ATTACHMENTS: Staff Report, First Due Add-on quote.

first due

Add-On Quote

Customer Name:	City of Columbia	**Quote Number:**	1545132000583883479
Billing Address:	700 N Garden St Columbia, TN 38401	**Prepared By:**	Eric Bambard
		Valid Until:	March 31, 2026
Subscription Start:	January 31, 2026		
Initial Term:	5 months		
Annual Subscription:	$ 1,500.00		

Product Details

Health and Wellness
First Due's Health and Wellness module allows for the proactive monitoring of responder health and safety including Exposure History along with Incident, Training or Event correlation, exposure trends to support compliance with organizational health and safety initiatives.

Essentials Online Training Package
Up to 1 Hour Online Training with certified First Due Instructor

Implementation and Configuration Services
Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	$ 0.00
5-months Subscription Fees Subtotal	$ 615.00
Grand Total*	**$ 615.00**
**Excluding Tax*	

This Add-On Quote is issued pursuant to, and governed by, the terms and conditions of the Agreement for Services (the "Agreement") entered into between the above-named parties. By accepting this Add-On Quote, Customer agrees that the services and/or products described herein are subject to the terms of the Agreement, which are hereby incorporated by reference. In the event of any conflict between this Add-On Quote and the Agreement, the terms of the Agreement shall govern, except to the extent expressly stated otherwise in this Add-On Quote.

On June 26, 2025, Locality Media, Inc. dba First Due was converted into a limited liability company under applicable law and now operates as Locality Media, LLC dba First Due. All rights and obligations under the Agreement shall continue in full force and effect under the new name.

Statement of Work. The attached Statement of Work will detail the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Add-On Quote.

Invoicing and Payment Terms. The above-listed Grand Total will be invoiced on or around the Subscription Start date and due within thirty (30) days from the date of the invoice. For subsequent annual periods, the Service fees are due and payable annually in advance on July 1st.

Electronic ACH payment Information. Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

[Signature Page Follows]

LOCALITY MEDIA, LLC DBA FIRST DUE

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

City of Columbia

By: _____
(Signature)

Name: Charles (Chaz) M. Molder

Title: Mayor

Date: _____

Attested By:

_____
Thad H. Jablonski, City Recorder

Approved as to Legal Form:

_____
Jake Hubbell, City Attorney

first due

Statement of Work

For
City of Columbia
Quote Number: 1545132000583883479

1. Introduction

1.1 Purpose

The purpose of this Statement of Work ("SOW") is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for Customer from First Due for the purchased product(s) set forth in this Add-On Quote ("Purchased Products").

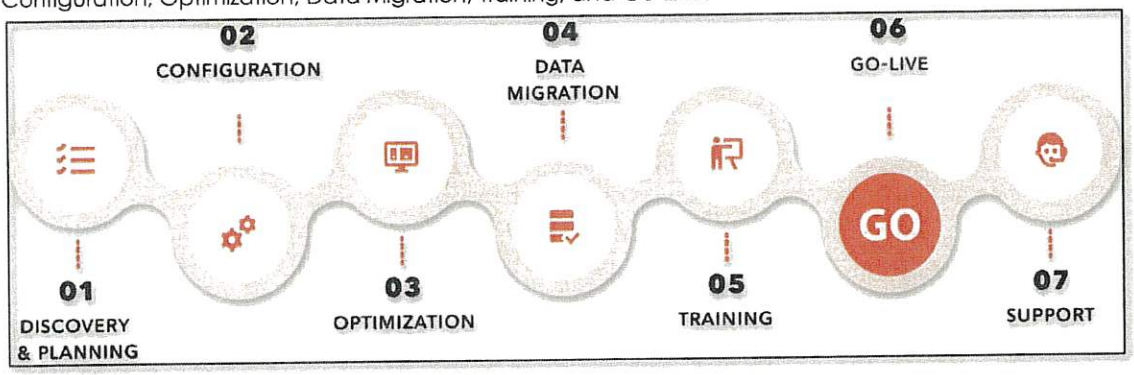
1.2 Scope

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.

- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.

- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support

post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- Key Meeting(s): Project Kick-Off, CAD Kick-Off, Data Migration Planning
- Milestone(s): Project Kick-Off, System Access
- Customer Task(s): Fill Discovery Questionnaires
- Deliverable(s): Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- Key Meeting(s): Module Configuration Sessions (1-2 per module)
- Milestone(s): N/A
- Customer Task(s): Configuration Prep Work (per module)
- Deliverable(s): Initial Module Configuration
- Scope: All Purchased Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- Key Meeting(s): Module Optimization Sessions (1-2 per module)
- Milestone(s): Module Acceptance and Sign-Off (1 per module)
- Customer Task(s): Optimization Prep Work (UAT per module)
- Deliverable(s): Module Optimization resulting in Customer Acceptance
- Scope: All Purchased Products

2.3.4 Data Migration: Data Migration will occur throughout the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- Key Meeting(s): Data Migration Planning
- Milestone(s): Data Migration Sign-Off
- Customer Task(s): Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- Deliverable(s): Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 **Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- Key Meeting(s): Training Planning, Training Sessions
- Milestone(s): Training Completed
- Customer Task(s): Coordinate staff to be trained
- Deliverable(s): Training Plan and Training Session(s)

2.3.6 **Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- Key Meeting(s): Go-live planning, Post Go-live Check-ins
- Milestone(s): System Acceptance, Go-live
- Customer Task(s): Final Testing
- Deliverable(s): Post Go-live Implementation Support (2-4 weeks)

2.3.7 **Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- Key Meeting(s): Customer Success Transition Meeting
- Milestone(s): Transition to Customer Success and Support
- Customer Task(s): N/A
- Deliverable(s): N/A

3. Training

Training is an integral part of any successful implementation, First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this SOW, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this SOW will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this SOW, First Due will Implement all integrations and relevant scope outlined in this Add-On Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this SOW, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online**: https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support
- **Email**: support@firstdue.com
- **Phone**: (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our online Support Center. Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by

one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this SOW will expire within twelve (12) months of the Subscription Start Date as detailed in this Add-On Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to Section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

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 REIMBURSEMENT IN THE AMOUNT OF $16,650 TO LPT, LLC FOR SURETY RELEASE FOR GREYSTONE SUBDIVISION - DEVELOPMENT SERVICES DEPARTMENT

RECOMMENDATION: Approve release of remaining surety bond.

INFORMATION: On April 20, 2017, a Business Surety check in the amount of $166,500 was received from LPT, LLC to ensure the completion of roads, striping, signage, drainage, grading, street lighting, landscaping and offsite improvements for Greystone Subdivision. Preliminary Acceptance was granted to LPT, LLC on Septemeber 20, 2023 and the Surety Bond was reduced by 90% for the 12-month maintenance period.

Final Accpetance has been requested, and upon inspection of the public roads and drainage LPT, LLC has requested release of the remaning surety in the amount of $16,650.

CERTIFICATION: The Chief Financial Officer certifies that $16,650 is available and unencumbered in Letters Of Credit/Surety Bonds.

ATTACHMENTS: Staff Report Greystone Subdivision Surety Release, Greystone Subdivision Preliminary Acceptance Letter, Greystone Subdivision Final Acceptance Request, Greystone Subdivision Surety LPT, LLC

CITY OF COLUMBIA
TENNESSEE

Development Services

September 20, 2023

Mr. Larry Reaves
210 Jackson Heights Rd
Columbia, TN 38401

RE: Preliminary Acceptance of Greystone

Dear Mr. Reaves:

The City of Columbia received your request for preliminary acceptance of the Greystone Subdivision. The Engineering and Public Works Departments have sent you items that needed to be corrected and those items are complete.

At this time you are granted preliminary acceptance of Greystone Subdivision, and should reduce your cash surety to $16,650 for for a 12 month maintenance period.

At the end of the 12 month maintenance period you should write a letter requesting final acceptance, which will initiate the Development Services Department to prepare a resolution for City Council. Please feel free to call if you have any questions or need any additional information.

Respectfully,

Glenn Harper

Glenn Harper, P.E.
City Engineer

LPT LLC

2145 Highway 64

Adamsville TN 38310

To: Glen Harper

From: Larry Reaves

This letter is to formally request final acceptance on Greystone subdivision.

Thank You

Larry Reaves

Original: Thad A. Jablonski Date: 2-27-2020.

Surety Guarantee

DATE: March 7, 2019 – renewing the dates.
EXPIRATION DATE: March 7, 2021

TO: CITY OF COLUMBIA
700 NORTH GARDEN STREEET
COLUMBIA, TENNESSEE 38401

RE: Deposited Check # 1198 from LPT ,LLC for Greystone Subdivision, Columbia, Tennessee 38401.

The Developer hereby issues in your favor a business check for the account of LPT< LLC for an amount not to exceed in the aggregate U.S. Dollars $166,500.00 effective 5/10/2017. The purpose of this Deposited Business Check # 1198 to ensure the completion of roads, striping, signage, curbing sidewalks, drainage, grading and street lighting for Greystone Subdivision, Columbia, Tennessee 38401 as required by the City of Columbia.

These funds are available if LPT, LLC fail to perform the completion of roads, striping, signage, curbing, sidewalks, drainage, grading or street lighting for Greystone Subdivision, Columbia, Tennessee 38401 as required by the City of Columbia.

It is a condition of this surety that it shall be deemed automatically extended, without amendment for a one (1) year period from the expiration date shown here on, or any future expiration date unless at least (60) days prior to any expiration date the developer sends notice to the City of Columbia by Registered Mail that they elect not to renew this Letter of Credit for any such additional period.

OWNER	DEVELOPER
Chief Manager TITLE	Chief Manager TITLE
ATTEST:	ATTEST:
CITY ENGINEER TITLE	CITY ENGINEER TITLE

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Thad Jablonski, Finance Director, tjablonski@columbiatn.gov 931-560-1580

APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH QUALITY MANAGEMENT SERVICES, LLC. IN THE AMOUNT OF $14,500 TO INCLUDE REIMBURSEMENT OF TRAVEL EXPENSES TO PROVIDE STRATEGIC PLANNING CONSULTING SERVICES TO THE CITY OF COLUMBIA– CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: We are requesting the agreement with Quality Management Services, LLC. in the amount of $14,500 to include reimbursement of travel expenses to provide strategic planning consulting services to the City of Columbia be approved.

CERTIFICATION: The Chief Financial Officer certifies that $14,500 is budgeted and unencumbered in General-City Council – Prof Service.

ATTACHMENTS: Staff Report – Quality Management Services, Quality Management Services Agreement.

QMS
connecting people + performance

January 5, 2026

Mr. Tony Massey
City Manager
City of Columbia
700 North Garden Street
Columbia, TN. 38401

Dear Tony:

Thank you for the opportunity to assist the City of Columbia with Strategic Planning! The existing Strategic Plan will be updated and enhanced through collaboration of the City Council and City Staff Leaders. My role will be to facilitate the Strategic Planning process and assist in documentation of the resulting Strategic Plan.

The components of the Strategic Plan are to include:

Cultural Core (relatively timeless; reviewed annually)

Vision:	what we want to become; a compelling, inspiring picture of a possible and preferred future *(aspirational)*
Mission:	what we do for whom *(practical)*
Values:	what we live by and reference when making decisions; what we stand for

Strategic Directives (updated annually)

Goals:	broad areas of focus for the next 3+ years
Targets:	what is to be accomplished within the next year
Action Plan:	specifically what is to be accomplished by when in the next year

I do recommend that the City's Vision, Mission and Values be revisited during the planning process to ensure there is commitment to these critical components and you have support for them as you continue to make excellent progress.

I recommend a three-step approach in the Strategic Planning process be taken: Advance Preparation, Facilitated Planning Workshops, and Outcome Capture.

Advance Preparation
To establish rapport with City Council Members (7) and City Staff Leaders (11) and gain insights on their perspectives, I will conduct virtual interviews of approximately 30 minutes with them individually. Feedback on the existing Vision, Mission, Values will be requested, along with input for a SWOT Analysis: Current Strengths and

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Weaknesses, Future Opportunities and Threats. Each person will also be asked to contribute input on what they would specifically like to have accomplished in the future. The interviews will be conducted in February, 2026. A report of this feedback and input will be prepared for sharing in the upcoming Planning Workshops for team review, discussion and decision making. Communication regarding all of the above, as well as preparation of the agenda, participant materials, and a set-up request will be done.

Facilitated Planning Workshops

Two Planning Workshops will be held with City Staff Leaders, one in advance of the Council Planning Workshop and one following it. The first City Staff Leader Workshop is to be held on February 23, 2026, and the City Council Workshop will be held on February 24, 2026. The second City Staff Leader Workshop (1/2 day) will be held on February 25, 2026, to incorporate direction provided by the Council and generate action plans. I will assist in the advance communication with participants and facilitate all three Workshops.

Outcome Capture

A summary report of the ultimate outcomes will be submitted to you by March 15, 2026, with the opportunity for you to review and approve the draft report before it is finalized.

The professional fee for the services outlined above is $14,500.00, plus the expenses of travel (mileage, lodging, meals, parking, tips, etc.). An invoice for a down payment of 25% of the professional fee will be submitted to you in early February, 2025. The remainder of the fee will be invoiced upon completion of the final Workshop with the City Staff Leaders. Invoices are due upon receipt.

The City of Columbia is to support advance communication with participants, make all site arrangements and ensure that lodging, the meeting room, equipment, supplies, and any food & beverage are provided. Electronic files of participant materials will be submitted to the City for printing as requested by QMS.

If you are in agreement, please sign and date this letter and send a copy to me. Tony, thanks again.

All the best,

Judy Z. King, ISHC

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connecting people + performance

Accepted for

The City of Columbia by,

Accepted for QMS by,

_____

(Signature)

_____

(Printed name)

_____/_____/_____

Judy Z. King, ISHC

1/5/26

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

AGENDA ITEM TITLE: ACCEPTANCE OF ANNUAL REPORTS OF CITY OF COLUMBIA, TENNESSEE EMPLOYEE'S RETIREMENT PLAN FUND AND THE CITY OF COLUMBIA, TENNESSEE RETIREMENT HEALTH INSURANCE POST-EMPLOYMENT BENEFIT TRUST FOR THE PERIOD ENDING DECEMBER 31, 2025.

RECOMMENDATION: Accept the Reports.

INFORMATION: The Trustees of the City of Columbia, Tennessee Employees' Retirement Plan Fund annually submit reports to the City Council regarding the City Retirement Plan and the Retirement Health Inaurance Post-Employment Benefit Trust. A summary of the revenues, expenditures and balance for the City of Columbia Employee's Retirement Plan Fund is being provided from the inception of the plan on July 1, 1974 through December 31, 2025 and a summary of the revenues, expenditures and the balance of the City of Columbia, Tennessee Retirement Health Insurance Post- Employment Benefit Trust, opened August 8, 2008 through December 31, 2025. These reports are required by Ordinance to assist the City Council in the fiduciary responsibility for management of pensions funds.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report-2025 Retirement reports; 2025 Annual Report of City of Columbia Employees Retirement Plan Fund; and 2025 Annual Report of City of Columbia Retirement Health Ins Post Employment Benefit Trust Fund.

ANNUAL REPORT OF CITY OF COLUMBIA, TN EMPLOYEES' RETIREMENT PLAN FUND (DEFINED BENEFIT)
JULY 1, 1974 THROUGH DECEMBER 31, 2025

The City of Columbia, TN Employees' Retirement Plan became effective July 1, 1974.

The City is currently contributing 36.63% of the pension gross payroll and the employee is currently contributing 6.74% of their wages, to this fund.

Two hundred forty-six (246) Retirees or Beneficiaries received monthly retirement benefits in December 2025. Twelve (12) of those recipients retired during 2025.

Sixty-four (64) Retirees received an additional monthly Temporary Supplemental Retirement Benefit in December 2025. This benefit is payable to Retirees, who meet the qualifications. This benefit ceases when the Retiree becomes 62 years of age. Ordinance No. 3779, adopted December 4, 2008, abolished the Temporary Supplemental Retirement Benefit for all employees employed on or after January 1, 2009. The amendment to abolish the Temporary Supplemental Retirement Benefit, will not affect current Retirees or eligible participants employed prior to January 1, 2009.

Six (6) Retirees were deceased in 2025.

Two (2) former employee (compared with 1 in 2024) requested and received a refund of their contributions to the City Retirement Plan in 2025. They forfeited their rights to the City of Columbia, TN Employees' Retirement Plan when they received reimbursement of their contributions. The total refunded in 2025 was $82,862.64.

Attached is a summary report of revenue and disbursements of the "City of Columbia, TN Employees' Retirement Plan Fund" from July 1, 1974 through December 31, 2025. The 2025 totals are listed separately to show the activities during the year. Also shown are the totals from the inception of the fund, July 1, 1974 through December 31, 2025.

The December 31, 2025 Investment Cost Basis balance of the "City of Columbia, TN Employees' Retirement Plan Fund" was $53,344,684.06 The total market value was $62,186,918.53. First Farmers Bank Trust Department, agent for the Trustees, have invested some of this fund balance in U. S. Treasury Bonds & Notes, U. S. Government Agencies, Corporate Bonds & Notes, Mutual Funds and Equities. Ordinance No. 4446, adopted by the City Council on January 12, 2023, allows First Farmers Bank, Trust Department, to invest up to sixty-two- and one-half percent (62.5%) of the funds in stock and/or equities.

Ordinance No. 3906 adopted April 15, 2012 amended the City of Columbia Employees' Retirement Plan to close the current City of Columbia Employees' Retirement Defined Benefit Plan to all City Employees hired on or after July 1, 2012. The Defined Contribution Plan became effective July 1, 2012 for all eligible City Employees hired on or after July 1, 2012.

CITY OF COLUMBIA EMPLOYEES RETIREMENT FUND

Calendar Year 2025 by Month

Date	Interest & Dividends	Refunds	Jefferson Standard	Pension Contributions City	Pension Contributions Employee	Total	Supplies	Other Services	Actuarial Services	First Farmers Fees	Audit	Lump Sum Refunds	Regular Monthly Pension Benefits	Temporary Supplement	Ending Balance
12/31/2024	$ 56,840,401.00	$ 41,667.84	$148,835.64	$ 52,354,367.05	$ 24,065,897.90	76,420,265.02	$(5,442.17)	$(46,931.58)	$ (1,545,030.10)	$ (1,599,503.21)	$ (179,285.26)	$ (4,596,315.38)	$ (62,931,447.86)	$ (13,333,767.25)	$ 49,213,446.69
1/31/2025	65,834.37	-	-	377,027.95	80,340.45	457,368.40	-	-	(33,981.00)	-	-	-	(420,116.94)	(101,940.03)	49,180,611.49
2/28/2025	102,245.84	-	-	315,837.36	67,301.42	383,138.78	-	-	-	-	-	-	(421,380.69)	(103,963.95)	49,140,651.47
3/31/2025	128,220.21	-		169,885.06	36,200.61	206,085.67			-			(30,461.32)	(419,950.27)	(103,963.95)	48,920,581.81
4/30/2025	93,754.51	30,461.32		173,821.79	37,039.48	210,861.27			-			(30,461.52)	(421,559.09)	(102,530.95)	48,701,107.35
5/31/2025	3,266,145.57			177,214.45	37,762.42	214,976.87			-			-	(441,895.87)	(102,530.95)	51,637,802.97
6/30/2025	125,497.78			174,440.68	37,171.35	211,612.03			-			-	(422,532.66)	(102,530.95)	51,449,849.17
7/31/2025	208,168.89			1,070,399.52	36,666.44	1,107,065.96						(52,401.12)	(433,773.87)	(104,294.05)	52,174,614.98
8/31/2025	80,403.56			60.00		60.00	-			(88,522.92)			(440,011.40)	(104,703.58)	51,621,840.64
9/30/2025	229,206.85			497,401.40	91,522.94	588,924.34							(433,195.59)	(104,703.58)	51,902,072.66
10/31/2025	119,552.00	-	-	199,756.46	36,755.63	236,512.09	-	-	(6,031.00)	-	-	-	(433,952.40)	(102,799.58)	51,715,353.77
11/30/2025	79,491.11	-	-	196,448.94	36,147.03	232,595.97	-	-	-	-	-	-	(433,363.96)	(101,458.58)	51,492,618.31
12/31/2025	2,176,014.97	-	-	197,770.97	36,390.29	234,161.26	-	-	(27,356.00)	-	-	-	(431,960.37)	(98,794.11)	53,344,684.06
Total 2025	$ 6,674,535.66	$ 30,461.32		$ 3,550,064.58	$ 533,298.06	$ 4,083,362.64	$ -	$ -	$ (67,368.00)	$ (88,522.92)	$ -	$ (113,323.96)	$ (5,153,693.11)	$ (1,234,214.26)	-
Total ever	$ 63,514,936.66	$ 72,129.16	$ 148,835.64	$ 55,904,431.63	$ 24,599,195.96	$ 80,503,627.66	$ (5,442.17)	$ (46,931.58)	$ (1,612,398.10)	$ (1,688,026.13)	$ (179,285.26)	$ (4,709,639.34)	$ (68,085,140.97)	$ (14,567,981.51)	$ 53,344,684.06

* Cumulative amount from plan inception date 7/1/1974 through 12/31/2025

ANNUAL REPORT OF CITY OF COLUMBIA, TENNESSEE RETIREMENT HEALTH INSURANCE POST-EMPLOYMENT BENEFIT TRUST FUND

AUGUST 8, 2008 THROUGH DECEMBER 31, 2025

On August 7, 2008, the City Council approved an agreement between the Trustees of the City of Columbia Employees' Retirement Plan and First Farmers & Merchants Bank of Columbia, TN for the Bank to become the Investment Agent of the Trust Fund, known as "City of Columbia, Tennessee Retirement Health Insurance Post-Employment Benefit Trust."

On August 8, 2008, the Trustees of the City of Columbia Retirement Plan opened the City of Columbia, TN Retirement Health Insurance Post-Employment Benefit Trust Account, at First Farmers & Merchants Bank, Trust Department, Columbia, TN.

A total of $6,505,025.60 was transferred from the City of Columbia Employees' Retirement Supplemental Health Insurance Account at Regions Bank to the City of Columbia Retirement Health Insurance Post-Employment Benefit Trust Fund at First Farmers & Merchants Bank.

Prior to July 1, 2008, only the Supplemental Health Insurance premiums, for eligible City Retirees, who were 65 years of age or older, were being paid from the City of Columbia Temporary Supplemental Health Insurance Fund, at Regions Bank.

The City General Fund had been paying the Health Insurance premiums for the eligible Retirees up to age 65, prior to July 1, 2008.

The current funding for the Retirees Health Insurance is 4.37% of the pension gross salaries. The funding is provided by the City General, Sanitation and Wastewater Funds.

In December 2025, Health Insurance premiums were paid for 190 Retirees.

First Farmers Bank Trust Department may invest some of the funds in U. S. Treasury Bonds & Notes, U. S. Government Agencies, Corporate Bonds & Notes, Mutual Funds & Stocks and/or Equities. Ordinance No. 4446, adopted by the City Council on January 12, 2023, allows First Farmers Bank, Trust Department, to invest up to sixty-two- and one-half percent (62.5%) of the funds in stock and/or equities.

The Investment Cost Basis balance for December 31, 2025 was $19,148,333.46. The total market value was $22,904,237.52.

Ordinance No. 3752, adopted by City Council, June 19, 2008, provided for "Establishing an Investment Trust for the purpose of Pre-Funding Other Post-Employment Benefits as Provided in Tennessee Code Annotated, Title 8, Chapter 50, Part 12". The Tennessee State Funding Board approved the "Declaration of Trust of the City of Columbia, Tennessee", on June 30, 2008.

CITY OF COLUMBIA HEALTH INSURANCE POST EMPLOYMENT BENEFIT TRUST FUND

Calendar Year 2025 by Month

Date	City Contributions	Interest, etc.	Refunds	Blue Cross/Blue Shield Insurance Post-65	Pre-65	Total	Clinic Costs	Aetna Part "D"	Ins reimb	Actuary	First Farmers	Audit Exp.	Supplies	Ending Balance
												transferred from Regions		$ 6,505,025.60
12/31/2024	$ 9,655,389.48	$ 12,129,279.10	$ 2,380.98	$ (3,281,814.37)	$ (6,264,773.63)	(9,546,588.00)	$ (14,047.00)	$ (1,001,051.65)	$ (39,436.46)	$ (143,701.00)	$ (283,576.92)	$ (13,492.50)	$ (385.67)	$ 17,249,795.96
1/31/2025	52,090.17	22,684.60	-	(23,561.44)	(44,309.52)	(67,870.96)	-	(10,028.30)	-	-	-	-	-	17,246,671.47
2/29/2025	43,636.08	34,389.45				-	-	(9,734.15)						17,314,962.85
3/31/2025	23,471.31	47,598.36		(88,619.04)	(44,773.40)	(133,392.44)		(9,636.10)						17,243,003.98
4/30/2025	24,015.21	34,902.25		(44,849.88)	(22,912.96)	(67,762.84)		(9,734.15)						17,224,424.45
5/31/2025	24,483.94	1,256,478.56		(23,345.28)	(44,849.88)	(68,195.16)		(9,734.15)						18,427,457.64
6/30/2025	24,100.72	45,014.00		(23,129.12)	(44,309.52)	(67,438.64)	(10,003.00)	(10,028.30)						18,409,102.42
7/31/2025	23,773.35	81,912.04		(23,345.28)	(45,390.24)	(68,735.52)		-						18,446,052.29
8/31/2025		26,985.39		(23,777.60)	(44,309.52)	(68,087.12)		(20,535.90)			(27,005.06)			18,357,409.60
9/30/2025	59,340.55	66,183.55						(23,129.12)						18,459,804.58
10/31/2025	23,831.17	44,073.18	-	(23,345.28)	(88,078.68)	(111,423.96)		(20,111.05)						18,396,173.92
11/30/2025	23,436.58	26,326.37	-	-	-	-		(10,006.50)						18,435,930.37
12/31/2025	23,594.30	768,619.86	-	(23,345.28)	(44,309.52)	(67,654.80)		(12,156.27)						19,148,333.46
Total 2025	$ 345,773.38	$ 2,455,167.61	$ -	$ (297,318.20)	$ (423,243.24)	$ (720,561.44)	$ (10,003.00)	$ (144,833.99)	$ -	$ -	$ (27,005.06)	$ -	$ -	
Total ever	$ 10,001,162.86	$ 14,584,446.71	$ 2,380.98	$ (3,579,132.57)	$ (6,688,016.87)	$ (10,267,149.44)	$ (24,050.00)	$ (1,145,885.64)	$ (39,436.46)	$ (143,701.00)	$ (310,581.98)	$ (13,492.50)	$ (385.67)	$ 12,643,307.86
												amt tsf fm Regions		6,505,025.60
														$ 19,148,333.46

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kane Pigg, Network Administrator, MIS kpigg@columbiatn.gov 931-560-1550

AGENDA ITEM TITLE: APPROVE THE PURCHASE OF DESKTOP, TOWERS, TABLETS AND ACCESSORIES FROM DELL TECHNOLOGIES IN THE AMOUNT OF $227,935.43

RECOMMENDATION: Approve.

INFORMATION: The Purchasing Agent approved the National Cooperative Purchasing Alliance contract bid NCPA #01-42 is an 8-year term, date to date. The vendor of record for the contract is Dell, Inc.

Per Quote 3000198625540.01 $227,935.43.

The total award bid is $227,935.43 to Dell Technologies for the items listed here per NCPA Contract Bid #01-42. The purchases will be allocated to the General Fund $227,935.43.

CERTIFICATION: The Chief Financial Officer certifies that $227,935.43 is budgeted and unencumbered in Capital Projects-MIS – Computer Equipment.

ATTACHMENTS: Staff Report MIS, and Quote 3000198625540.01

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Feb. 13, 2026**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Quote 1 for Feb. Bulk Purchase/Refresh**	Sales Rep	Andrew Lindberg
Quote No.	**3000198625540.1**	Phone	1(800) 4563355, 6178586
Total	**$227,935.43**	Email	A.Lindberg@dell.com
Customer #	7033611	**Billing To**	JONATHAN STOTLER CITY OF COLUMBIA 700 N GARDEN ST COLUMBIA, TN 38401-3224
Quoted On	Jan. 30, 2026		
Expires by	Feb. 13, 2026		
Contract Name	OMNIA-National Cooperative Purchasing Alliance (NCPA)		
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		
Deal ID	29052962		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Andrew Lindberg

Shipping Group

Shipping To

KANE PIGG
CITY OF COLUMBIA
700 N GARDEN ST
COLUMBIA, TN 38401-3224
(931) 560-1500

Shipping Method

Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Dell Pro Micro QCM1250	**$1,011.02**	**13**	**$13,143.26**
Dell Pro Slim QCS1250	**$1,073.67**	**20**	**$21,473.40**
Dell Pro Max Tower T2 FCT2250	**$2,140.97**	**1**	**$2,140.97**
Dell Pro 24 All-in-One (65W) QC24250	**$1,360.87**	**2**	**$2,721.74**

Dell Pro 13 Plus PB13250	**$1,402.03**	**113**	**$158,429.39**
Dell Latitude 7350 Detachable	**$1,515.32**	**13**	**$19,699.16**
Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English	**$153.56**	**13**	**$1,996.28**
Dell Pro Thunderbolt 4 Smart Dock SD25TB4	**$274.99**	**7**	**$1,924.93**
Dell Pro 27 Plus Monitor - P2725H	**$153.04**	**26**	**$3,979.04**
Dell UltraSharp 32 4K Thunderbolt Hub Monitor - U3225QE	**$670.78**	**2**	**$1,341.56**
Dell Monitor Slim Soundbar - SB521A	**$32.90**	**33**	**$1,085.70**

Subtotal:	**$227,935.43**
Shipping:	**$0.00**
Non-Taxable Amount:	**$227,935.43**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$227,935.43**

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



Shipping Group Details

Shipping To

KANE PIGG
CITY OF COLUMBIA
700 N GARDEN ST
COLUMBIA, TN 38401-3224
(931) 560-1500

Shipping Method

Standard Delivery Free Cost

	Unit Price	Quantity	Subtotal
Dell Pro Micro QCM1250	**$1,011.02**	**13**	**$13,143.26**

Estimated delivery if purchased today:
Feb. 16, 2026
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 5 235T (R) (13 TOPS NPU, 14 cores, up to 5.0GHz)	338-CRZJ	-	13	-
Windows 11 Pro	619-BBQD	-	13	-
16 GB: 2 x 8 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCVY	-	13	-
1TB SSD	400-BSWV	-	13	-
Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, Bluetooth(R) wireless card	555-BLWS	-	13	-
Internal WiFi Antenna	555-BLWT	-	13	-
Wireless Driver, Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, Bluetooth(R) wireless card	555-BLZN	-	13	-
Dell Pro Micro with 35W Processor	329-BKRP	-	13	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	13	-
Mouse included with Keyboard	570-AADI	-	13	-
ENERGY STAR Qualified	387-BBLW	-	13	-
US Power Cord	450-AAZN	-	13	-
Documentation	340-DNBV	-	13	-
Watch Dog SRV	379-BFYR	-	13	-
Quick Start Guide	340-DTWQ	-	13	-
US/Canada Battery Warning Label	389-FKHG	-	13	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	13	-
Shipping Material, MPP Cusion	340-DTXM	-	13	-
Shipping Label	389-BBUU	-	13	-
Regulatory Label for 90W Adapter	389-FKNR	-	13	-
Driver/APP for IRST	658-BFTS	-	13	-
Intel Core Ultra 5 Processor Label	389-FGFR	-	13	-
Desktop BTO Standard shipment	800-BBIO	-	13	-
Dell Pro Micro QCM1250	210-BPPW	-	13	-
Intel(R) Standard Manageability	631-BCFM	-	13	-
EPEAT Gold with Climate+	379-BDZB	-	13	-
Custom Configuration	817-BBBB	-	13	-

1st M.2 2230 SSD Extend Bracket & Screw	575-BCRQ	-	13	-
Internal Speaker	520-BBGY	-	13	-
Optional DisplayPort 2.1, UHBR20	382-BBRF	-	13	-
90 Watt A/C Adapter	450-ALFO	-	13	-
No Option Included	340-ACQQ	-	13	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	13	-
Dell Limited Hardware Warranty Plus Service	716-3403	-	13	-
ProSupport: Next Business Day Onsite, 4 Years	716-4276	-	13	-
ProSupport: 7x24 Technical Support, 4 Years	716-4281	-	13	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	13	-
Accidental Damage Service, 4 Years	716-3388	-	13	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	13	-
Dell Pro Micro QCM1250	658-BFVZ	-	13	-
		Unit Price	**Quantity**	**Subtotal**
Dell Pro Slim QCS1250		**$1,073.67**	**20**	**$21,473.40**

Estimated delivery if purchased today:
Feb. 16, 2026
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 5 245 (13 TOPS NPU, 14 cores, up to 5.1GHz)	338-CRZH	-	20	-
Windows 11 Pro	619-BBQD	-	20	-
16GB: 2 x 8 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCXK	-	20	-
1TB SSD	400-BSWV	-	20	-
1st M.2 2280 SSD Screw	773-BBBC	-	20	-
Integrated Graphics	490-BKSX	-	20	-
Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, Bluetooth(R) wireless card	555-BLWS	-	20	-
Internal WiFi Antenna	555-BLWZ	-	20	-
WLAN Driver Intel(R) Wi-Fi 7 BE200	555-BLZD	-	20	-
Dell Pro Slim chassis with 180W PSU	329-BKQH	-	20	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	20	-
Mouse included with Keyboard	570-AADI	-	20	-
ENERGY STAR Qualified	387-BBLW	-	20	-
System Power Cord C13 (Philipine/TH/US)	450-AAOJ	-	20	-
Documentation	340-DNBV	-	20	-
Watch Dog SRV	379-BFYR	-	20	-
Quick Start Quide	340-DTTW	-	20	-
US/Canada Battery Warning Label	389-FKHG	-	20	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	20	-
Shipping Material (DAO)	340-DTSR	-	20	-
Shipping Label	389-BBUU	-	20	-

FSJ Reg label for 180W PSU	389-FJYS	-	20	-
Driver/APP for IRST	658-BFTS	-	20	-
Intel Core Ultra 5 Processor Label	389-FGFR	-	20	-
Desktop BTO Standard shipment	800-BBIO	-	20	-
No Hard Drive Bracket	575-BBKX	-	20	-
Intrusion cable switch	461-BBCC	-	20	-
Dell Pro Slim QCS1250	210-BPQX	-	20	-
No Optical Drive	429-BBCH	-	20	-
CMS Software not included	632-BBBJ	-	20	-
EPEAT Silver with Climate+	379-BDTO	-	20	-
Internal speaker	520-BBKW	-	20	-
Intel(R) Standard Manageability	631-BCGH	-	20	-
No Additional Add In Cards	382-BBHX	-	20	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	20	-
No Option Included	340-ACQQ	-	20	-
Optional DisplayPort 2.1, UHBR20	382-BBRF	-	20	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	20	-
Custom Configuration	817-BBBB	-	20	-
Dell Limited Hardware Warranty Plus Service	716-9303	-	20	-
ProSupport: Next Business Day Onsite, 4 Years	716-9325	-	20	-
ProSupport: 7x24 Technical Support, 4 Years	716-9330	-	20	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	20	-
Accidental Damage Service, 4 Years	716-9288	-	20	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	20	-
Dell Pro Slim QCS1250	658-BFWC	-	20	-

	Unit Price	Quantity	Subtotal
Dell Pro Max Tower T2 FCT2250	**$2,140.97**	**1**	**$2,140.97**

Estimated delivery if purchased today:
Feb. 13, 2026
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Max Tower T2 (FCT2250) CTO Base	210-BPSQ	-	1	-
Intel Core Ultra 7 265 (30 MB cache, 20 cores, 20 threads, 1.8 GHz to 5.3 GHz, 65W)	338-CSBY	-	1	-
Windows 11 Pro	619-BBQD	-	1	-
Dell Pro Plus Keyboard and Mouse - KM7321W - US English	580-BCTR	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
NVIDIA(R) RTX(TM) A1000, 8 GB GDDR6, 4 mDP to DP adapters	490-BKTV	-	1	-
32GB: 2 x 16 GB, DDR5, 5600 MT/s, non-ECC	370-BCTK	-	1	-
No Hard Drive	400-BSYT	-	1	-
No Hard Drive	400-BSYT	-	1	-

NO RAID	817-BBBN	-	1	-
Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, MU-MIMO, Bluetooth(R) 5.4 wireless card	555-BLXC	-	1	-
External Antenna	555-BLXV	-	1	-
Intel vPro Enterprise	631-BCDS	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	1	-
Documentation	340-DNBV	-	1	-
Intel BE200 WLAN Driver	555-BMBC	-	1	-
Shipping Material (DAO)	340-CBUU	-	1	-
MOD,SHP MTL,DONINGTON,EPE,DAO	340-DTSS	-	1	-
Custom Configuration	817-BBBB	-	1	-
Quick Setup Guide	340-DTYP	-	1	-
US Reese coin battery Package Warning label	389-FKHB	-	1	-
Dell Pro Max Tower T2 with 1500W (80 Plus Platinum) PSU, DAO	321-BLRZ	-	1	-
Dell Precision/Pro Max Desktops TPM	340-ACBY	-	1	-
EPEAT Gold with Climate+	379-BDZB	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	1	-
Premium CPU Air Cooler	412-BCBJ	-	1	-
Intel Core Ultra 7 vPro Processor Label	389-FJMJ	-	1	-
Intel Rapid Storage Technology Driver	409-BCYV	-	1	-
No Option Included	340-ACQQ	-	1	-
1TB SSD TLC with DRAM M.2 2280 PCIe Gen4 SED Ready	400-BSZF	-	1	-
No Optical Drive	429-BBCL	-	1	-
DAO REGULATORY LABEL 1500W	389-FJZR	-	1	-
T2 Graphic Card Holder	490-BKWX	-	1	-
Internal M.2 SSD Boot + Optional Internal M.2 SSD + cables for 3.5" internal SATA	449-BCJN	-	1	-
No Fans Included	384-BDRW	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
No Hard Drive	400-BSYT	-	1	-
No Hard Drive	400-BSYT	-	1	-
No Media Card Reader	385-BBBL	-	1	-
No Internal Speaker	520-AARK	-	1	-
Dell Limited Hardware Warranty Plus Service	716-0806	-	1	-
ProSupport: 7x24 Technical Support, 4 Years	716-2184	-	1	-
ProSupport: Next Business Day Onsite, 4 Years	716-2188	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Accidental Damage Service, 4 Years	716-0761	-	1	-

Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	1	-
Dell Pro Max Tower T2 FCT2250	658-BFVQ	-	1	-

	Unit Price	Quantity	Subtotal
Dell Pro 24 All-in-One (65W) QC24250	**$1,360.87**	**2**	**$2,721.74**

Estimated delivery if purchased today:
Feb. 13, 2026
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 5 245 (13 TOPS NPU, 14 cores, up to 5.1GHz)	338-CRZH	-	2	-
Windows 11 Pro	619-BBQD	-	2	-
16 GB: 2 x 8 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCVY	-	2	-
1TB SSD	400-BSWV	-	2	-
Thermal Pad, Screw and Rubber for SSD	412-ABEK	-	2	-
Integrated Graphics	490-BKSX	-	2	-
Screw for WLAN card	555-BIGS	-	2	-
Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, Bluetooth(R) wireless card	555-BLWS	-	2	-
Wireless Driver, Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, Bluetooth(R) wireless card	555-BLXP	-	2	-
Dell Pro 24 All-in-One QC24250, 65W CPU, Non-touch, FHD HDR Camera, 160W Bronze	329-BKQF	-	2	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	2	-
Mouse included with Keyboard	570-AADI	-	2	-
Height Adjustable Stand for Dell Pro 24 All-in-One 35W/65W, Silver, with Dark Grey VESA Plate	575-BCNS	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
System Power Cord C13 (Philipine/TH/US)	450-AAOJ	-	2	-
Documentation	340-DNBV	-	2	-
Watch Dog SRV	379-BFYR	-	2	-
Quick Start Guide	340-DTTS	-	2	-
US Reese coin battery Package Warning label	389-FKHZ	-	2	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	2	-
DAO factory Information	340-DFWR	-	2	-
Package for Fixed/ HAS/ no stand (DAO)	340-DTJG	-	2	-
Shipping Label	389-BBUU	-	2	-
Regulatory Label, 160W Bronze, FSJ	389-FJSZ	-	2	-
Intel IRST Driver	658-BFVF	-	2	-
Intel(R)Core(TM) Ultra 5 vPro Processor Label	389-FJVY	-	2	-
Desktop BTO Standard shipment	800-BBIO	-	2	-
Non-touch Panel	391-BJVZ	-	2	-
Dell Pro 24 All-in-One QC24250 65W	210-BPNV	-	2	-
EPEAT Silver with Climate+	379-BDTO	-	2	-

Intel vPro Enterprise	631-BCCJ	-	2	-
Custom Configuration	817-BBBB	-	2	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	2	-
No Option Included	340-ACQQ	-	2	-
Dell Limited Hardware Warranty Plus Service	716-2804	-	2	-
ProSupport: Next Business Day Onsite, 4 Years	716-2821	-	2	-
ProSupport: 7x24 Technical Support, 4 Years	716-2831	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-
Accidental Damage Service, 4 Years	717-3088	-	2	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	2	-
Dell Pro 24 All-in-One (65W) QC24250	658-BFVX	-	2	-
		Unit Price	**Quantity**	**Subtotal**
Dell Pro 13 Plus PB13250		**$1,402.03**	**113**	**$158,429.39**

Estimated delivery if purchased today:
Feb. 17, 2026
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 13 Plus (PB13250) XCTO Base	210-BPKV	-	113	-
Intel(R) Core(TM) Ultra 5 235U vPro(R) (12 TOPS NPU, 12 cores, up to 4.9 GHz)	379-BFXD	-	113	-
Windows 11 Pro	619-BBQD	-	113	-
16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors)	370-BCNF	-	113	-
Integrated Intel graphics for Intel Core Ultra 5 235U vPro processor	338-CRWK	-	113	-
512 GB SSD	400-BSLJ	-	113	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	113	-
2in1 13.3", Touch, FHD+, 300 nit, 100% sRGB, Pen Support, FHD+IR Cam	391-BJVD	-	113	-
No Fingerprint Reader, No Smart Card Reader	346-BLLD	-	113	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	113	-
English US backlit Copilot key keyboard	583-BMWW	-	113	-
Intel BE201 WLAN Driver	555-BLYM	-	113	-
Intel Wi-Fi 7 BE201, 2x2, 802.11be, Bluetooth 5.4 wireless card	555-BLMD	-	113	-
3-cell, 55 Wh, ExpressCharge Capable, Long Life Cycle, 3-year limited hardware warranty	451-BDKV	-	113	-
65W AC adapter, USB Type-C	492-BDTG	-	113	-
E4 Power Cord 1M for US	537-BBDO	-	113	-
Quick Start Guide	340-DTTX	-	113	-
Documentation	340-DNBV	-	113	-
ENERGY STAR Qualified	387-BBLW	-	113	-
Custom Configuration	817-BBBB	-	113	-
Dell Pro 13 Plus Mix Model	340-DTRN	-	113	-

EPEAT Gold with Climate+	379-BDZB	-	113	-
Intel(R) Connectivity Performance Suite	640-BBTF	-	113	-
Intel Core Ultra 5 vPro Processor Label	389-FJMH	-	113	-
Intel Rapid Storage Technology Driver	409-BCYP	-	113	-
No WWAN Tray (WLAN only)	321-BLQT	-	113	-
Intel vPro Enterprise Technology Enabled	631-BCCC	-	113	-
Dell Limited Hardware Warranty	714-0464	-	113	-
ProSupport: Next Business Day Onsite, 1 Year	714-6663	-	113	-
ProSupport: Next Business Day Onsite, 3 Year Extended	714-6682	-	113	-
ProSupport: 7x24 Technical Support, 4 Years	714-6698	-	113	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	113	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	113	-
Accidental Damage Service, 4 Years	714-0422	-	113	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	113	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	113	-
		Unit Price	**Quantity**	**Subtotal**
Dell Latitude 7350 Detachable		**$1,515.32**	**13**	**$19,699.16**

Estimated delivery if purchased today:
Apr. 24, 2026
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7350 Detachable, XCTO	210-BLXC	-	13	-
Intel(R) Core(TM) Ultra 5 134U vPro(R) (12MB cache, 12 cores, 14 threads, up to 4.4 GHz Max Turbo)	379-BFQG	-	13	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	13	-
16GB LPDDR5x 6400 MT/s dual-channel (onboard)	370-BBZV	-	13	-
Integrated Intel(R) Graphics, U5-134U vPro(R) processor with 16GB memory and Wi-Fi 7	338-CPHW	-	13	-
Intel vPRO Enterprise Management Enabled	631-BBSD	-	13	-
512 GB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD	400-BQYK	-	13	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	13	-
13" 3K (2880x1920) IPS Touch Anti-Reflect, Anti-Smudge, CGG Victus, LBL, Active Pen Support	391-BJJY	-	13	-
Keyboard Not Included	580-AIDI	-	13	-
Intel(R) BE200 Wi-Fi 7 2x2, Bluetooth(R) 5.4 Technology, Wireless driver	555-BKPG	-	13	-
Intel(R) Wi-Fi 7 BE200 MU-MIMO, Bluetooth(R) 5.4 Wireless Card	555-BKRV	-	13	-
5G Qualcomm Snapdragon (DW5932e) eSIM, T-Mobile	556-BFNR	-	13	-
3-cell, 46.5Wh, ExpressCharge(TM), ExpressCharge(TM) Boost, Long Lifecycle, 3-year limited hardware warranty	451-BDHY	-	13	-
65W Type-C Power Adapter	492-BDSX	-	13	-
E4 Power Cord 1M for US	537-BBDO	-	13	-
Quick Start Guide	340-DMNH	-	13	-

SERI Guide (ENG/FR/Multi)	340-AGIK	-	13	-
ENERGY STAR Qualified	387-BBLW	-	13	-
Custom Configuration	817-BBBB	-	13	-
Mix Model Packaging, for 65W adapter + WLAN + WWAN + without Keyboard	340-DRGQ	-	13	-
Intel Core Ultra EVO vPRO Label	389-FGJM	-	13	-
No EAN Shipping Box Label	817-BBBS	-	13	-
8MP HDR + IR with Presence Detection, Facial Recognition, TNR, Mic + 8MP RGB Rear Camera	319-BBKN	-	13	-
EPEAT Gold with Climate+	379-BDZB	-	13	-
No Security, WWAN	320-BFQV	-	13	-
Intel Rapid Storage Technology Driver	409-BCXV	-	13	-
Dell Limited Hardware Warranty Plus Service	807-7362	-	13	-
ProSupport: Next Business Day Onsite, 4 Years	807-7388	-	13	-
ProSupport: 7x24 Technical Support, 4 Years	807-7405	-	13	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	13	-
Accidental Damage Service, 4 year	807-7353	-	13	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	13	-
Dell Additional Software	658-BFQB	-	13	-

	Unit Price	Quantity	Subtotal
Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English	**$153.56**	**13**	**$1,996.28**

Estimated delivery if purchased today:
Mar. 10, 2026
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7350 Detachable Collaboration Keyboard and Pen - US English	580-BBQL	-	13	-

	Unit Price	Quantity	Subtotal
Dell Pro Thunderbolt 4 Smart Dock SD25TB4	**$274.99**	**7**	**$1,924.93**

Estimated delivery if purchased today:
Feb. 17, 2026
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Thunderbolt 4 Smart Dock SD25TB4	210-BRQK	-	7	-
Dell Limited Hardware Warranty	718-2057	-	7	-
Advanced Exchange Service 3 Years	718-2058	-	7	-

	Unit Price	Quantity	Subtotal
Dell Pro 27 Plus Monitor - P2725H	**$153.04**	**26**	**$3,979.04**

Estimated delivery if purchased today:
Feb. 05, 2026
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 27 Plus Monitor - P2725H	210-BMFJ	-	26	-
Dell Limited Hardware Warranty	814-5380	-	26	-

Advanced Exchange Service, 3 Years	814-5381	-	26	-

	Unit Price	Quantity	Subtotal
Dell UltraSharp 32 4K Thunderbolt Hub Monitor - U3225QE	**$670.78**	**2**	**$1,341.56**

Estimated delivery if purchased today:
Feb. 03, 2026
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell UltraSharp 32 4K Thunderbolt Hub Monitor - U3225QE	210-BQHS	-	2	-
Advanced Exchange Service 3 Years	848-0106	-	2	-
Dell Limited Hardware Warranty	848-0112	-	2	-

	Unit Price	Quantity	Subtotal
Dell Monitor Slim Soundbar - SB521A	**$32.90**	**33**	**$1,085.70**

Estimated delivery if purchased today:
Feb. 06, 2026
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Monitor Slim Soundbar - SB521A	520-AARU	-	33	-

Subtotal:	**$227,935.43**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$227,935.43**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kristie Basile, Senior Administrative Assistant, kbasile@columbiatn.com, 931-560-1010

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF COLUMBIA, TENNESSEE AND THE CITY OF SPRING HILL, TENNESSEE

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the Mayor to sign the Reimbursement Agreement between the City of Columbia, Tennessee and Spring Hill, Tennessee for Engineering services to J.R. Wauford for the evaluation of Columbia's Wastewater collection system. This evaluation will determine the infrastructure upgrades required to transport up to 1.5 MGD from the City of Spring Hill to the City of Columbia's Wastewater system for treatment.

CERTIFICATION:

ATTACHMENTS:
Reimbursement Agreement for Engineering Services Evaluation of Wastewater Collection System to Assist the City of Spring Hill and Exhibit A J.R. Wauford & Company Engineeering Agreement

REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF COLUMBIA, TENNESSEE
AND THE CITY OF SPRING HILL, TENNESSEE

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made by and between the City of Spring Hill, Tennessee ("Spring Hill") and the City of Columbia, Tennessee ("Columbia") as of the last date of execution recited below.

WHEREAS, Spring Hill has expressed interest to Columbia in potentially pumping wastewater from Spring Hill's wastewater system to Columbia's wastewater system; and

WHEREAS, Columbia desires to understand the potential impact of accepting wastewater from Spring Hill, including necessary improvements for the conveyance of wastewater to Columbia's wastewater system from Spring Hill's wastewater system; and

WHEREAS, Columbia is considering entering into an Agreement for Engineering Services (attached as Exhibit A hereto) to evaluate said opportunity with the total cost of same being $96,000.00; and

WHEREAS, Spring Hill clearly stands to benefit from this Agreement as it continues to navigate issues related to its ongoing sewer connection moratorium;

WHEREAS, it is contemplated that Spring Hill will reimburse Columbia said cost if and as said cost is incurred by Columbia.

NOW, THEREFORE, it is hereby agreed by Spring Hill and Columbia as follows:

1. Spring Hill's reimbursement obligation pursuant to this Agreement is conditioned upon Columbia promptly approving the Agreement attached as Exhibit A hereto.

2. Spring Hill will reimburse Columbia for the engineering services plus up to a 10% contingency, if needed, for unexpected costs or minor modifications in the scope of the engineering services pursuant to the Agreement attached as Exhibit A hereto as said costs are incurred by

Columbia no later than five (5) business days after being presented an invoice by Columbia up to the total Exhibit A Agreement amount of $96,000.00 (plus the 10% contingency, if needed).

3. Any change in the scope or cost in excess of the 10% contingency provided above associated with the Exhibit A contract shall be subject to further approval and agreement by and between Spring Hill and Columbia.

IN WITNESS WHEREOF, the Parties have executed this Reimbursement Agreement as of the last date recorded below.

ATTEST:

April Goad

CITY OF SPRING HILL, TENNESSEE

By: _____
MATT FITTERER, Mayor

CITY OF COLUMBIA, TENNESSEE

By: _____
CHAZ MOLDER, Mayor

Approved as to Legal Form:

Jake Hubbell, City Attorney

Attested By:

Thad H. Jablonski, City Recorder

EXHIBIT A

AGREEMENT FOR ENGINEERING SERVICES EVALUATION OF WASTEWATER COLLECTION SYSTEM TO ASSIST THE CITY OF SPRING HILL CITY OF COLUMBIA, TENNESSEE

THIS AGREEMENT, made this _____ day of _____, 2026, by and between the CITY OF COLUMBIA, TENNESSEE, hereinafter called the OWNER, and J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC., a Tennessee corporation, hereinafter called the ENGINEER.

WHEREAS, the OWNER operates a wastewater collection system and wastewater treatment plant (WWTP); and

WHEREAS, a construction project is expected to be completed in 2028 that expands the WWTP's capacity; and

WHEREAS, the City of Spring Hill has been placed under Agreed Director's Order No. WPC25-0093 (hereinafter referred to as Order) by the Tennessee Department of Environment and Conservation (TDEC) which requires Spring Hill to implement a sewer moratorium; and

WHEREAS, the City of Spring Hill has expressed interest to the OWNER for potentially pumping up to 1.5 million gallons per day (MGD) of wastewater from the Spring Hill wastewater collection system to the OWNER's wastewater collection system; and

WHEREAS, the OWNER desires to understand the potential impact of accepting wastewater from the City of Spring Hill including recommended improvements for conveying the wastewater to the WWTP, hereinafter referred to as the Project; and

WHEREAS, the OWNER desires to employ the ENGINEER to provide engineering services for the Project as described hereinafter.

FOR AND IN CONSIDERATION of the covenants contained herein, the OWNER hereby retains the ENGINEER to perform the engineering services described hereinafter and the ENGINEER agrees to perform such work for the consideration enumerated.

1. SCOPE OF SERVICES

a. Scope of Work

(1) Review data supplied by the City of Spring Hill including monthly operating reports, sewer system maps, and potential connection locations to the OWNER's wastewater collecting system.

(2) Attend review meetings with the City of Spring Hill and the OWNER related to the Project.
(3) Review flow monitoring data currently being conducted by the OWNER on the OWNER's gravity sewer lines.
(4) Evaluate the capacity of gravity sewer lines that may receive wastewater from the City of Spring Hill.
(5) Evaluate the capacity of the OWNER's sewage pumping stations and force mains that may pump additional wastewater from the City of Spring Hill.
(6) Provide recommendations on potential connection locations from the City of Spring Hill to the OWNER's collection system.
(7) Provide recommendations on capital improvement projects to be completed by the OWNER to accept up to 1.5 MGD of wastewater from the City of Spring Hill.
(8) Provide recommendations on the timeline for potentially accepting wastewater from the City of Spring Hill as it relates to the construction of the WWTP expansion and other recommended capital improvement projects.
(9) Prepare exhibits and estimates of construction costs for proposed improvements.
(10) Prepare and submit up to six (6) hard copies and one (1) digital copy of a Preliminary Engineering Report of the findings.

b. Additional Engineering Services

In addition to the scope of services described at Paragraph 1, Subparagraph a. being performed, the following services may be provided by the ENGINEER upon prior written authorization of the OWNER.

(1) Hydraulic or other studies that may be required.
(2) Modification of maps and/or descriptions of any easements or acquisitions after initial easements and descriptions have been provided to the OWNER.
(3) Redesigns ordered by the OWNER after final technical specifications and construction drawings have been accepted by the OWNER.
(4) Appearances before courts or boards on matters of litigation or hearings related to the Project.
(5) Preparation of environmental assessments or environmental impact statements.
(6) Preparation of information necessary for project financing including grant and/or loan applications.
(7) Engineering services related to the project, but not specifically included at Paragraph 1. SCOPE OF SERVICES Subparagraph a. hereinbefore.

2. COMPENSATION

The OWNER agrees to pay the ENGINEER for the scope of services performed as stated hereinafter. The amount of any excise, value added or gross receipts tax that may be imposed shall be added to the compensation enumerated herein. The ENGINEER shall present the OWNER with invoices on a monthly basis and the OWNER shall promptly pay the ENGINEER within thirty (30) days of receipt of each invoice.

a. Preliminary Engineering Services

For performance of the scope of services described at Paragraph 1.a. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of NINETY-SIX THOUSAND DOLLARS ($96,000.00), payable on a monthly pro rata basis upon submission of invoices as work proceeds.

b. Additional Engineering Services

For performance of any additional engineering services described at Paragraph 1.b. hereinbefore which are requested in writing by the OWNER, the OWNER agrees to pay the ENGINEER based on the Standard Charges listed in Attachment No. 1.

3. EXCLUSIONS

a. The ENGINEER shall not and will not be considered in charge of or responsible for acts of the construction contractor(s)' methods of construction, construction, construction progress, construction forces or equipment or safety procedures.

b. The ENGINEER will not be considered responsible for or in charge of nontechnical items not within his purview and/or control including, but not limited to, legal services.

c. No inclusion or allowance is made for extra work caused by changes in State or Federal laws or regulations after the execution of this AGREEMENT.

d. No inclusion or allowance is made for boundary surveys required to prepare easement descriptions or acquisition documents; however, the ENGINEER will furnish the OWNER a topographic survey from which proposed boundary lines can be established by an OWNER-procured Registered Land Surveyor.

e. The ENGINEER will not perform geotechnical analysis nor subcontract directly for these services. In the event geotechnical analysis is determined to be necessary for the successful completion of the Project, the ENGINEER will provide the OWNER with a proposal form for directly procuring geotechnical engineering services and a list of geotechnical firms for solicitation of proposals.

f. The ENGINEER and its consultants are not product developers or engineers, chemists, or materials scientists. The ENGINEER has no ability or responsibility to determine the detailed physical properties or chemical composition of building materials, systems, and equipment that may be specified for use on the project. The ENGINEER has no ability or responsibility to test products or systems until fully integrated into the construction. The ENGINEER and its consultants are entitled to rely upon the information contained in submittals, product catalogs, and otherwise published by suppliers and product manufacturers regarding the physical characteristics, composition, properties, durability, and suitability for use of all materials, products, and systems.

4. OWNER'S RESPONSIBILITIES

a. The OWNER will furnish access to all lands required.

b. The OWNER will furnish any records required.

c. The OWNER will furnish plans of existing facilities to the extent such plans are available.

d. The OWNER will furnish liaison with and will be responsible for securing and paying any fees associated with permits, licenses, or other approvals from utility, transportation, building code enforcement, and environmental agencies including electric, gas, water, wastewater, and telephone system owners; railroad and roadway owners; city and county building code departments; and state and federal environmental regulatory agencies.

e. The OWNER will pay all fees required by STATE review agencies for their review of the technical specifications, construction drawings and contract documents prepared under the terms of this AGREEMENT.

f. The OWNER will pay all fees associated with the advertisement of required public notices and of notices for bids for the construction contract published in newspapers and/or other publications.

g. The OWNER shall verify the location and/or elevation of its related underground facilities by excavations if it is uncertain of their size and/or location.

h. The OWNER agrees to contract directly for geotechnical engineering services if required. The ENGINEER agrees to assist the OWNER during procurement of a geotechnical engineering firm to perform the work at no additional charge.

5. CONFINED SPACES

During the performance of the services under this AGREEMENT, the ENGINEER may find it necessary to enter "confined space(s)" as defined by OSHA regulations in order to observe conditions and/or obtain necessary data. The OWNER is required by regulation to have in place a "Confined Space Permit Program" including the necessary testing and safety equipment. The OWNER shall provide without cost to the ENGINEER the proper "Permit", the "Attendant" and/or the "Entry Supervisor" together with all necessary testing, safety and emergency equipment and all other means of compliance with OSHA regulations. The ENGINEER will provide general training to its proposed "Authorized Entrant(s)"; however, the OWNER shall provide training required for the equipment furnished, the OWNER's Permit System or any other condition special to the OWNER's facilities. The OWNER shall be fully responsible for compliance with the appropriate regulations.

6. DISPUTE RESOLUTION BY MEDIATION

In an effort to resolve any conflicts that arise during the performance of the services or following the completion thereof, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this AGREEMENT or the Project shall be submitted to nonbinding mediation. The mediator shall be selected from a panel of persons having experience with and knowledge of the practice of environmental engineering. The place of mediation shall be as mutually agreed upon by the OWNER and the ENGINEER.

7. TERMINATION / SUSPENSION / FORCE MAJEURE

This AGREEMENT may be terminated or suspended, for convenience, by either party upon 30 days advance written notice. Upon termination or suspension, the ENGINEER will be paid for all services performed up through the termination or suspension date. Neither Party shall be liable to the other for any failure or delay in performing an obligation under this AGREEMENT that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion,

breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy. The ENGINEER and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions. Remote meetings and remote site observation and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions. Force Majeure shall not include: (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this AGREEMENT as amended, the total liability, in the aggregate, of the ENGINEER and the ENGINEER's officers, directors, partners, owners, employees and subconsultants to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including without limitation attorneys' fees and costs and expert-witness fees and litigation costs of any nature whatsoever resulting from or in any way related to the Project or this AGREEMENT from any cause or causes shall be limited to One Hundred Thousand Dollars ($100,000). It is intended that this limitation apply to any and all liability or causes of action, however alleged or arising. It is intended by the parties to this AGREEMENT that the ENGINEER's services in connection with the Project shall not subject the ENGINEER's individual employees, owners, officers or directors to any personal liability for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein or in any other AGREEMENT, the OWNER agrees that any claim, demand, cause of action, or suit arising from this AGREEMENT and/or the ENGINEER's services shall be directed and/or asserted only against the ENGINEER, a Tennessee corporation, and not against any of the ENGINEER's individual employees, owners, officers or directors.

9. DESIGNATED REPRESENTATIVES

The services to be performed by the ENGINEER under this AGREEMENT are intended solely for the benefit of the OWNER. Nothing contained herein shall confer any rights upon or create any duties on the part of the ENGINEER toward any person or persons not a party to this AGREEMENT including, but not limited

to, any construction contractor, construction subcontractor, material or equipment supplier, or sureties of any of them.

The designated representative of the OWNER empowered to receive all correspondence from the ENGINEER and give the ENGINEER instructions within the scope of this AGREEMENT shall be:

Donnie Boshers
Director
Columbia Wastewater System
1244 Treatment Plant Road
Columbia, Tennessee 38401
(931) 560-1001 ext. 3113

The designated representative of the ENGINEER empowered to receive all correspondence, instructions and payments from the OWNER and to speak for the ENGINEER within the scope of this AGREEMENT shall be:

J. Gregory Davenport, P.E.
President
J. R. Wauford & Company,
Consulting Engineers, Inc.
2835 Lebanon Pike
Nashville, Tennessee 37214
615-883-3243

The OWNER and the ENGINEER each bind itself, its partners, successors, legal representatives, and assigns to the other party to this AGREEMENT, and to its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this AGREEMENT.

The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, they have executed this AGREEMENT the day and year first written above.

ENGINEER:

J. R. WAUFORD & COMPANY,
CONSULTING ENGINEERS, INC.

BY:_____
Gregory Davenport, P.E.
President

OWNER:

CITY OF COLUMBIA, TENNESSEE

BY:_____
Charles (Chaz) M. Molder
Mayor

ATTEST:

BY:_____
Daniel G. Tribble, P.E.
Group Leader

ATTEST:

BY:_____
Thad H. Jablonski
City Recorder

Attachments:
Attachment No. 1: Standard Charges

WAUFORD

Attachment No. 1

STANDARD CHARGES

Effective January 1, 2025

Statements will be issued on a monthly basis in accordance with the following method:

Salary Cost Plus a Multiplier

Two times the salary cost of employees for time properly chargeable to the work. Salary cost includes the actual payroll charge plus direct additives which was calculated to be 76.18% for F.Y. ending 12-31-24. Salary cost includes any overtime pay as mandated by the Department of Labor.

Plus expenses properly chargeable to the work, as listed below, reimbursable at cost.

EXPENSES REIMBURSABLE AT COST

A. Travel by private vehicle at the rate approved by the IRS.

B. Travel by scheduled airline or charter plane at cost.

C. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work.

D. Printing, reproduction, photography, testing laboratories, or special materials in connection with the work.

E. Mobile phone bills for resident observers and surveyors.

F. Other consultant fees as approved by client.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kristie Basile, Senior Administrative Assistant, kbasile@columbiatn.com, 931-560-1010

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF COLUMBIA AND J.R. WAUFORD & COMPANY FOR THE EVALUATION OF COLUMBIA'S WASTEWATER COLLECTION SYSTEM TO ASSIST THE CITY OF SPRING HILL BY ACCEPTING A PORTION OF THEIR RESIDENTIAL SANITARY SEWER

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department request the City Council approve the Mayor signing the agreement between the City of Columbia and J.R. Wauford & Company for engineering services associated with the evaluation and recommendation of capital improvements to Columbia's sanitary sewer infrastructure to assist the City of Spring Hill by accepting a portion, up to 1.5 MGD, of their residential sanitary sewer.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report JR Wauford Agreement, and JR Wauford & Company Agreement.

AGREEMENT FOR ENGINEERING SERVICES
EVALUATION OF WASTEWATER COLLECTION SYSTEM
TO ASSIST THE CITY OF SPRING HILL
CITY OF COLUMBIA, TENNESSEE

THIS AGREEMENT, made this _____ day of _____, 2026, by and between the CITY OF COLUMBIA, TENNESSEE, hereinafter called the OWNER, and J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC., a Tennessee corporation, hereinafter called the ENGINEER.

WHEREAS, the OWNER operates a wastewater collection system and wastewater treatment plant (WWTP); and

WHEREAS, a construction project is expected to be completed in 2028 that expands the WWTP's capacity; and

WHEREAS, the City of Spring Hill has been placed under Agreed Director's Order No. WPC25-0093 (hereinafter referred to as Order) by the Tennessee Department of Environment and Conservation (TDEC) which requires Spring Hill to implement a sewer moratorium; and

WHEREAS, the City of Spring Hill has expressed interest to the OWNER for potentially pumping up to 1.5 million gallons per day (MGD) of wastewater from the Spring Hill wastewater collection system to the OWNER's wastewater collection system; and

WHEREAS, the OWNER desires to understand the potential impact of accepting wastewater from the City of Spring Hill including recommended improvements for conveying the wastewater to the WWTP, hereinafter referred to as the Project; and

WHEREAS, the OWNER desires to employ the ENGINEER to provide engineering services for the Project as described hereinafter.

FOR AND IN CONSIDERATION of the covenants contained herein, the OWNER hereby retains the ENGINEER to perform the engineering services described hereinafter and the ENGINEER agrees to perform such work for the consideration enumerated.

1. SCOPE OF SERVICES

a. Scope of Work

(1) Review data supplied by the City of Spring Hill including monthly operating reports, sewer system maps, and potential connection locations to the OWNER's wastewater collecting system.

(2) Attend review meetings with the City of Spring Hill and the OWNER related to the Project.
(3) Review flow monitoring data currently being conducted by the OWNER on the OWNER's gravity sewer lines.
(4) Evaluate the capacity of gravity sewer lines that may receive wastewater from the City of Spring Hill.
(5) Evaluate the capacity of the OWNER's sewage pumping stations and force mains that may pump additional wastewater from the City of Spring Hill.
(6) Provide recommendations on potential connection locations from the City of Spring Hill to the OWNER's collection system.
(7) Provide recommendations on capital improvement projects to be completed by the OWNER to accept up to 1.5 MGD of wastewater from the City of Spring Hill.
(8) Provide recommendations on the timeline for potentially accepting wastewater from the City of Spring Hill as it relates to the construction of the WWTP expansion and other recommended capital improvement projects.
(9) Prepare exhibits and estimates of construction costs for proposed improvements.
(10) Prepare and submit up to six (6) hard copies and one (1) digital copy of a Preliminary Engineering Report of the findings.

b. Additional Engineering Services

In addition to the scope of services described at Paragraph 1, Subparagraph a. being performed, the following services may be provided by the ENGINEER upon prior written authorization of the OWNER.

(1) Hydraulic or other studies that may be required.
(2) Modification of maps and/or descriptions of any easements or acquisitions after initial easements and descriptions have been provided to the OWNER.
(3) Redesigns ordered by the OWNER after final technical specifications and construction drawings have been accepted by the OWNER.
(4) Appearances before courts or boards on matters of litigation or hearings related to the Project.
(5) Preparation of environmental assessments or environmental impact statements.
(6) Preparation of information necessary for project financing including grant and/or loan applications.
(7) Engineering services related to the project, but not specifically included at Paragraph 1. SCOPE OF SERVICES Subparagraph a. hereinbefore.

2. COMPENSATION

The OWNER agrees to pay the ENGINEER for the scope of services performed as stated hereinafter. The amount of any excise, value added or gross receipts tax that may be imposed shall be added to the compensation enumerated herein. The ENGINEER shall present the OWNER with invoices on a monthly basis and the OWNER shall promptly pay the ENGINEER within thirty (30) days of receipt of each invoice.

a. Preliminary Engineering Services

For performance of the scope of services described at Paragraph 1.a. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of NINETY-SIX THOUSAND DOLLARS ($96,000.00), payable on a monthly pro rata basis upon submission of invoices as work proceeds.

b. Additional Engineering Services

For performance of any additional engineering services described at Paragraph 1.b. hereinbefore which are requested in writing by the OWNER, the OWNER agrees to pay the ENGINEER based on the Standard Charges listed in Attachment No. 1.

3. EXCLUSIONS

a. The ENGINEER shall not and will not be considered in charge of or responsible for acts of the construction contractor(s)' methods of construction, construction, construction progress, construction forces or equipment or safety procedures.

b. The ENGINEER will not be considered responsible for or in charge of nontechnical items not within his purview and/or control including, but not limited to, legal services.

c. No inclusion or allowance is made for extra work caused by changes in State or Federal laws or regulations after the execution of this AGREEMENT.

d. No inclusion or allowance is made for boundary surveys required to prepare easement descriptions or acquisition documents; however, the ENGINEER will furnish the OWNER a topographic survey from which proposed boundary lines can be established by an OWNER-procured Registered Land Surveyor.

e. The ENGINEER will not perform geotechnical analysis nor subcontract directly for these services. In the event geotechnical analysis is determined to be necessary for the successful completion of the Project, the ENGINEER will provide the OWNER with a proposal form for directly procuring geotechnical engineering services and a list of geotechnical firms for solicitation of proposals.

f. The ENGINEER and its consultants are not product developers or engineers, chemists, or materials scientists. The ENGINEER has no ability or responsibility to determine the detailed physical properties or chemical composition of building materials, systems, and equipment that may be specified for use on the project. The ENGINEER has no ability or responsibility to test products or systems until fully integrated into the construction. The ENGINEER and its consultants are entitled to rely upon the information contained in submittals, product catalogs, and otherwise published by suppliers and product manufacturers regarding the physical characteristics, composition, properties, durability, and suitability for use of all materials, products, and systems.

4. OWNER'S RESPONSIBILITIES

a. The OWNER will furnish access to all lands required.

b. The OWNER will furnish any records required.

c. The OWNER will furnish plans of existing facilities to the extent such plans are available.

d. The OWNER will furnish liaison with and will be responsible for securing and paying any fees associated with permits, licenses, or other approvals from utility, transportation, building code enforcement, and environmental agencies including electric, gas, water, wastewater, and telephone system owners; railroad and roadway owners; city and county building code departments; and state and federal environmental regulatory agencies.

e. The OWNER will pay all fees required by STATE review agencies for their review of the technical specifications, construction drawings and contract documents prepared under the terms of this AGREEMENT.

f. The OWNER will pay all fees associated with the advertisement of required public notices and of notices for bids for the construction contract published in newspapers and/or other publications.

g. The OWNER shall verify the location and/or elevation of its related underground facilities by excavations if it is uncertain of their size and/or location.

h. The OWNER agrees to contract directly for geotechnical engineering services if required. The ENGINEER agrees to assist the OWNER during procurement of a geotechnical engineering firm to perform the work at no additional charge.

5. CONFINED SPACES

During the performance of the services under this AGREEMENT, the ENGINEER may find it necessary to enter "confined space(s)" as defined by OSHA regulations in order to observe conditions and/or obtain necessary data. The OWNER is required by regulation to have in place a "Confined Space Permit Program" including the necessary testing and safety equipment. The OWNER shall provide without cost to the ENGINEER the proper "Permit", the "Attendant" and/or the "Entry Supervisor" together with all necessary testing, safety and emergency equipment and all other means of compliance with OSHA regulations. The ENGINEER will provide general training to its proposed "Authorized Entrant(s)"; however, the OWNER shall provide training required for the equipment furnished, the OWNER's Permit System or any other condition special to the OWNER's facilities. The OWNER shall be fully responsible for compliance with the appropriate regulations.

6. DISPUTE RESOLUTION BY MEDIATION

In an effort to resolve any conflicts that arise during the performance of the services or following the completion thereof, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this AGREEMENT or the Project shall be submitted to nonbinding mediation. The mediator shall be selected from a panel of persons having experience with and knowledge of the practice of environmental engineering. The place of mediation shall be as mutually agreed upon by the OWNER and the ENGINEER.

7. TERMINATION / SUSPENSION / FORCE MAJEURE

This AGREEMENT may be terminated or suspended, for convenience, by either party upon 30 days advance written notice. Upon termination or suspension, the ENGINEER will be paid for all services performed up through the termination or suspension date. Neither Party shall be liable to the other for any failure or delay in performing an obligation under this AGREEMENT that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion,

breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy. The ENGINEER and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions. Remote meetings and remote site observation and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions. Force Majeure shall not include: (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this AGREEMENT as amended, the total liability, in the aggregate, of the ENGINEER and the ENGINEER's officers, directors, partners, owners, employees and subconsultants to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including without limitation attorneys' fees and costs and expert-witness fees and litigation costs of any nature whatsoever resulting from or in any way related to the Project or this AGREEMENT from any cause or causes shall be limited to One Hundred Thousand Dollars ($100,000). It is intended that this limitation apply to any and all liability or causes of action, however alleged or arising. It is intended by the parties to this AGREEMENT that the ENGINEER's services in connection with the Project shall not subject the ENGINEER's individual employees, owners, officers or directors to any personal liability for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein or in any other AGREEMENT, the OWNER agrees that any claim, demand, cause of action, or suit arising from this AGREEMENT and/or the ENGINEER's services shall be directed and/or asserted only against the ENGINEER, a Tennessee corporation, and not against any of the ENGINEER's individual employees, owners, officers or directors.

9. DESIGNATED REPRESENTATIVES

The services to be performed by the ENGINEER under this AGREEMENT are intended solely for the benefit of the OWNER. Nothing contained herein shall confer any rights upon or create any duties on the part of the ENGINEER toward any person or persons not a party to this AGREEMENT including, but not limited

to, any construction contractor, construction subcontractor, material or equipment supplier, or sureties of any of them.

The designated representative of the OWNER empowered to receive all correspondence from the ENGINEER and give the ENGINEER instructions within the scope of this AGREEMENT shall be:

Donnie Boshers
Director
Columbia Wastewater System
1244 Treatment Plant Road
Columbia, Tennessee 38401
(931) 560-1001 ext. 3113

The designated representative of the ENGINEER empowered to receive all correspondence, instructions and payments from the OWNER and to speak for the ENGINEER within the scope of this AGREEMENT shall be:

J. Gregory Davenport, P.E.
President
J. R. Wauford & Company,
Consulting Engineers, Inc.
2835 Lebanon Pike
Nashville, Tennessee 37214
615-883-3243

The OWNER and the ENGINEER each bind itself, its partners, successors, legal representatives, and assigns to the other party to this AGREEMENT, and to its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this AGREEMENT.

The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, they have executed this AGREEMENT the day and year first written above.

ENGINEER:

J. R. WAUFORD & COMPANY,
CONSULTING ENGINEERS, INC.

BY:_____
Gregory Davenport, P.E.
President

ATTEST:

BY:_____
Daniel G. Tribble, P.E.
Group Leader

OWNER:

CITY OF COLUMBIA, TENNESSEE

BY:_____
Charles (Chaz) M. Molder
Mayor

ATTEST:

BY:_____
Thad H. Jablonski
City Recorder

Attachments:
Attachment No. 1: Standard Charges

Approved as to Legal Form:

Jake Hubbell, City Attorney

WAUFORD

Attachment No. 1

STANDARD CHARGES

Effective January 1, 2025

Statements will be issued on a monthly basis in accordance with the following method:

Salary Cost Plus a Multiplier

Two times the salary cost of employees for time properly chargeable to the work. Salary cost includes the actual payroll charge plus direct additives which was calculated to be 76.18% for F.Y. ending 12-31-24. Salary cost includes any overtime pay as mandated by the Department of Labor.

Plus expenses properly chargeable to the work, as listed below, reimbursable at cost.

EXPENSES REIMBURSABLE AT COST

A. Travel by private vehicle at the rate approved by the IRS.

B. Travel by scheduled airline or charter plane at cost.

C. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work.

D. Printing, reproduction, photography, testing laboratories, or special materials in connection with the work.

E. Mobile phone bills for resident observers and surveyors.

F. Other consultant fees as approved by client.

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. 26-05 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 26-05.

INFORMATION: The City Recorder is presenting tax corrections through 1/21/2025 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report for Resolution 26-05; Resolution No. 26-05 Tax Corrections; Resolution No. 26-05 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 _____, 2026.

_____
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

TAX CORRECTIONS – EXHIBIT A
RESOLUTION NO. 26-05

1. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF VELASQUEZ ROOFING OF TN INC. MAP 113F A 002.00 P 002, 202 GARDENDALE DR. PROPERTY VALUE $20,000.00, ASSESSED VALUE $6,000.00, AND TAXES $50.00. BUSINESS FILED CLOSED BUT ONLY CHANGED CLASSIFICATION, PER MAURY COUNTY TAX ASSESSOR.

2. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF CUSTOM STEEL FABRICATORS INC. MAP 100E G 001.00 P 500, 308 W 12TH ST. PROPERTY VALUE $272,573.00, ASSESSED VALUE $64,747.00, AND TAXES $534.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

3. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF CUSTOM STEEL FABRICATORS INC. MAP 100E G 001.00 P 500, 308 W 12TH ST. PROPERTY VALUE $319,437.00, ASSESSED VALUE $75,879.00, AND TAXES $626.00. PICKUP DUE TO 2025 AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

4. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF TETHRD LLC. MAP 113 049.02 P 501, 2409 PULASKI HWY. PROPERTY VALUE $202,821.00, ASSESSED VALUE $60,846.00, AND TAXES $502.00. PICKUP DUE TO 2025 AUDIT FOR 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

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: RESOLUTION NO. 26-06 - A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS SERVING POLK PLACE SUBDIVISION, PHASES 1, 2A, 2B, AND 3, FOR OWNERSHIP AND MAINTENANCE.

RECOMMENDATION: Approve Resolution No. 26-06

INFORMATION: This Resolution refers to the acceptance of public streets and drainage improvements serving Polk Place Subdivision, Phases 1, 2A, 2B, and 3, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the public streets and drainage improvements.

CERTIFICATION:

ATTACHMENTS: Resolution 26-06; Final Acceptance Request and Final Plat for Polk Place Subdivision, Phases 1, 2A, 2B, and 3

RESOLUTION NO. 26-06

A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS IN POLK PLACE SUBDIVISION, PHASES 1, 2A, 2B, AND 3, FOR OWNERSIDP AND MAINTENANCE

WHEREAS, The City of Columbia, has been requested to accept the public streets and drainage improvements in the Polk Place Subdivision, Phases 1, 2A, 2B, and 3, for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said public streets and drainage improvements and has determined that said public streets and drainage improvements in the Polk Place Subdivision, Phases 1, 2A, 2B, and 3, meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that The City of Columbia does hereby accept the ownership and maintenance of said public streets and drainage improvements located in the Polk Place Subdivision, Phases 1, 2A, 2B, and 3.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of February 2026.

_____

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

_____

JAKE HUBBELL - CITY ATTORNEY

Certificate of Ownership and Dedication

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R2488, page 89, Maury County Register's Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

8/30, 2019 Date — Member — Title (COLUMBIA PROPERTIES, LLC.)

Certificate of Survey Accuracy

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

8/28/19 Date — Registered Land Surveyor — 2290 Number

Certificate of Approval of Water System

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled "Final Plat – Polk Place Phase 1" has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

9/10, 2019 Date — Superintendent, Columbia Water System

Certificate of Approval of Streets, Drainage, and Utilities

I hereby certify that the streets, drainage, and utilities designated in Townhomes at Homestead have been installed in accordance with City specifications, or a performance bond in the amount of $ 28000 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

9/18, 2019 Date — City Engineer, Columbia, Tennessee

Certificate of Approval for Recording

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

Secretary, Planning Commission Columbia, Tennessee — 9/18/19 Date

Certificate of Approval of Subdivision Name and Street Names

Subdivision name and street names approved by Maury County E-911,

9-18, 2019 Date — Maury County E-911

Certificate of Approval for Sewer System

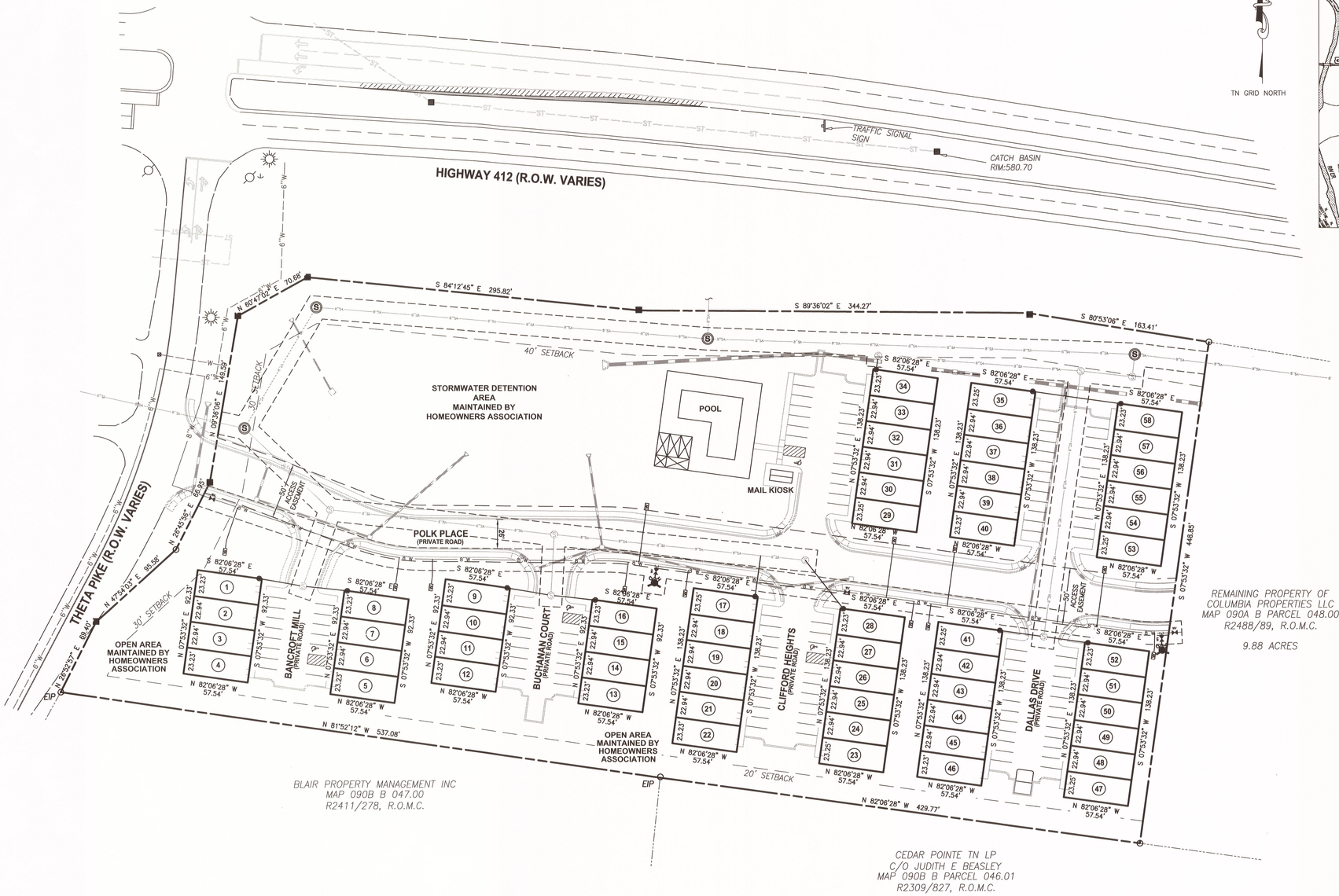
I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

8/30/19, 2019 Date — Superintendent, Columbia Wastewater System

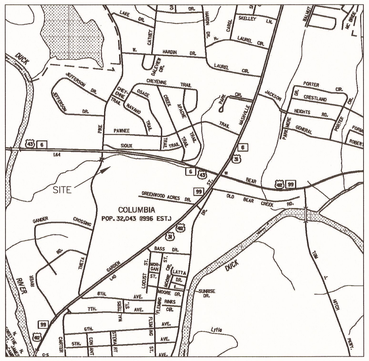
Certificate of Compliance

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

City Engineer Columbia, Tennessee — 9/18/2019 Date



LOCATION MAP



NOT TO SCALE

Owner:

COLUMBIA PROPERTIES LLC
PO BOX 593
FRANKLIN TN 37065

Purpose of this plat:

The purpose of this plat is to create 58 residential units.

Stormwater appurtenances as depicted on this Final Plat shall be maintained as directed in the "Inspection and Maintenance Agreement of Private Stormwater Management Facilities" as recorded in Record Book R2519, pages 1223–1235 in the Register's Office of Maury County, Tennessee.

8" water line to be owned and maintained by Columbia Power and Water Systems

8" sanitary sewer line to be owned and maintained by Columbia Wastewater Systems.

Utility easements shown graphically hereon are further described as being 20 feet in width, centered on their utility lines (e.g., sanitary sewer line, water line, storm sewer lines).

LEGEND

These standard symbols will be found in the drawing.

- STORM SEWER LINE
- SA SANITARY SEWER LINE
- W WATER LINE
- FIRE HYDRANT COMPLETE ASSEMBLY
- WATER METER VAULT
- CENTERLINE OF ROAD
- BUILDING SETBACK
- EASEMENT
- PROPERTY LINE
- IRON ROD (SET)

Surveyor's Notes

1. The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use, location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulations as interpreted and regulated by the Department of Development Services.
2. This property currently identified as a portion of Tax Map No. 90A, Group "B" Parcel Number 048.00.
3. Deed reference: Record Book R2488, page 89, Register's Office of Maury County, Tennessee.
4. Bearings based on: Tennessee State Plane, as determined by GPS observation.
5. This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
6. This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
7. Total area of property surveyed is 8.54 acres. (1.77 AC. lot area, 6.77 AC open space)
8. There is a 10 foot easement on property lines parallel to the public road for utility and drainage easements. Additional requirements may apply based on actual field conditions.
9. Subject property does not lie in a FEMA/FIRM "Special Flood Hazard Area" as shown on Map 47119C0170E dated April 16, 2007.
10. Unless otherwise noted, all lot corners are marked with iron rods.
11. All townhomes to be constructed to meet the 2012 IRC.

Utility Notes

Public electric and communication utilities serving this development traverse underground and all related fixtures required for this service are encompassed by a 10-foot Public Utility Rights of Way Easement on all property lines parallel and abutting public or private roadways and 5 feet wide easement on all interior lot lines for utility and drainage easements.

Service lines and fixtures will branch from main utility line and extend to an individual multi-unit structure within this easement. The gang meter base will be attached to the exterior wall of the structure. This gang meter base will serve as a branch in which individual service lines will extend to each unit within the structure.

The gang meter base will be encompassed by a blanket utility easement for service and maintenance as needed and required. Gang meter bases, electrical service entrance conductors from transformer to gang meter bases as well as lines leaving the gang meter base to serve individual units will be the responsibility of the Home Owners Association.

Additionally, a 10-foot Public Utility Rights of Way Easement shall continue vertically from the foundation through the roof on the exterior wall at the location of the meter bases of each building.

Final Plat
Polk Place - Phase 1

City of Columbia - Third Civil District - Maury County, Tennessee
Tax Map 90A, Group "B" Parcel 048.00
Containing 8.54 acres
Zoned RM1 PUD

0 50 100 150
SCALE: 1" = 50'

09/19/2019 - 08:59 AM
19014191
1 PGS:AL-PLAT
JANE BATCH: 218460
PLAT BOOK: P22
PAGE: 59

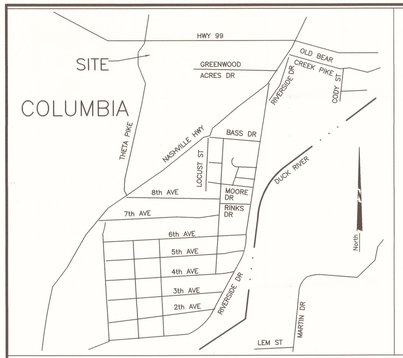
REC FEE	16.00
DP FEE	2.00
TOTAL	17.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

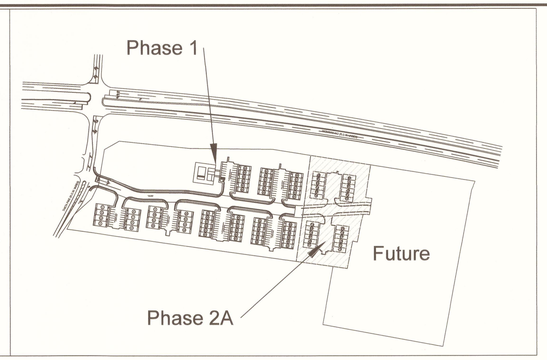
MARTIN ENGINEERING & SURVEYING, LLC
5226 Main Street, Suite C-3
Spring Hill, TN 37174
615.540.8530
doug@martinengrg.com

Date 08-02-2019	Scale 1"=50'
Drawn by DAK	
Job number 1931	Revised

Sheet 1 of 1



Vicinity Map
not to scale



Site Map
not to scale

Owner/Developer	Surveyor
Columbia Properties, LLC	Thomas G. King III RLS 1720
144 Southeast Parkway, Suite 230	Hyde Park Homes, LLC
PHONE (615) 567-4420	144 Southeast Parkway, Suite 230
johnfranks@live.com	PHONE (615) 567-4420
	tomgking3@gmail.com

Survey Notes:
1. This subdivision plat is based on a Site Plan "Polk Place Phase 2 & 3" Dated 9-29-20.
2. Bearings are referenced to Plat of record titled Polk Place Phase 1 Revision to Phase 1 recorded in Plat Book P22 Page 214 R.O.M.C.T.
3. Subject property ownership: Columbia Properties, LLC Deed Book R2488 Page 89 Maury County Registers Office
4. Subject property is zoned GCS General Commerical Services District, City of Columbia.
5. This property currently identified as a protion of Tax Map No. 90A, Group "B" Parcel Number 84.
6. Subject property lies in Zone "X" as shown on the FEMA FIRM 47119C0170E, with an effective date of 4-16-2007.
7. This surveyor does not warrant or guarantee as to the existence or non-existence of cemeteries, wetlands, karst features (except as provided by CEC, see survey note 7) or any other archeologic, geologic, enviromentally sensitive and/or any other protected features on the subject property. Owners/developers/contractors should contact the appropriate agencies before beginning any construction.
8. This surveyor did not physically locate any underground utilities shown on the face of this drawing. Locations of any utilities shown were taken from above ground evidence. No reliance should be made as to the size and type of utility reported, or that all such utilities as may exist have been shown. In Tennessee it is the law to call the Tennessee One Call System at least 3 and not more than 10 days before digging. Tennessee One Call System: dial 811.
9. Mailbox Kiosk located in pool building.
10. Open space can be used as public utility and access easement.
11. Stormwater appurtenances as depicted on this Final Plat shall be maintained as directed in the Inspection and Maintenance agreement of Private Stormwater Management Facilities: as recorded in Record Book R2731, pages 1604-1616 in the Register's Office of Maury County, Tennessee.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	175.00	36.55	36.48	S 86°52'04" E	11°57'57"
C2	125.00	26.11	26.06	S 86°52'04" E	11°57'57"

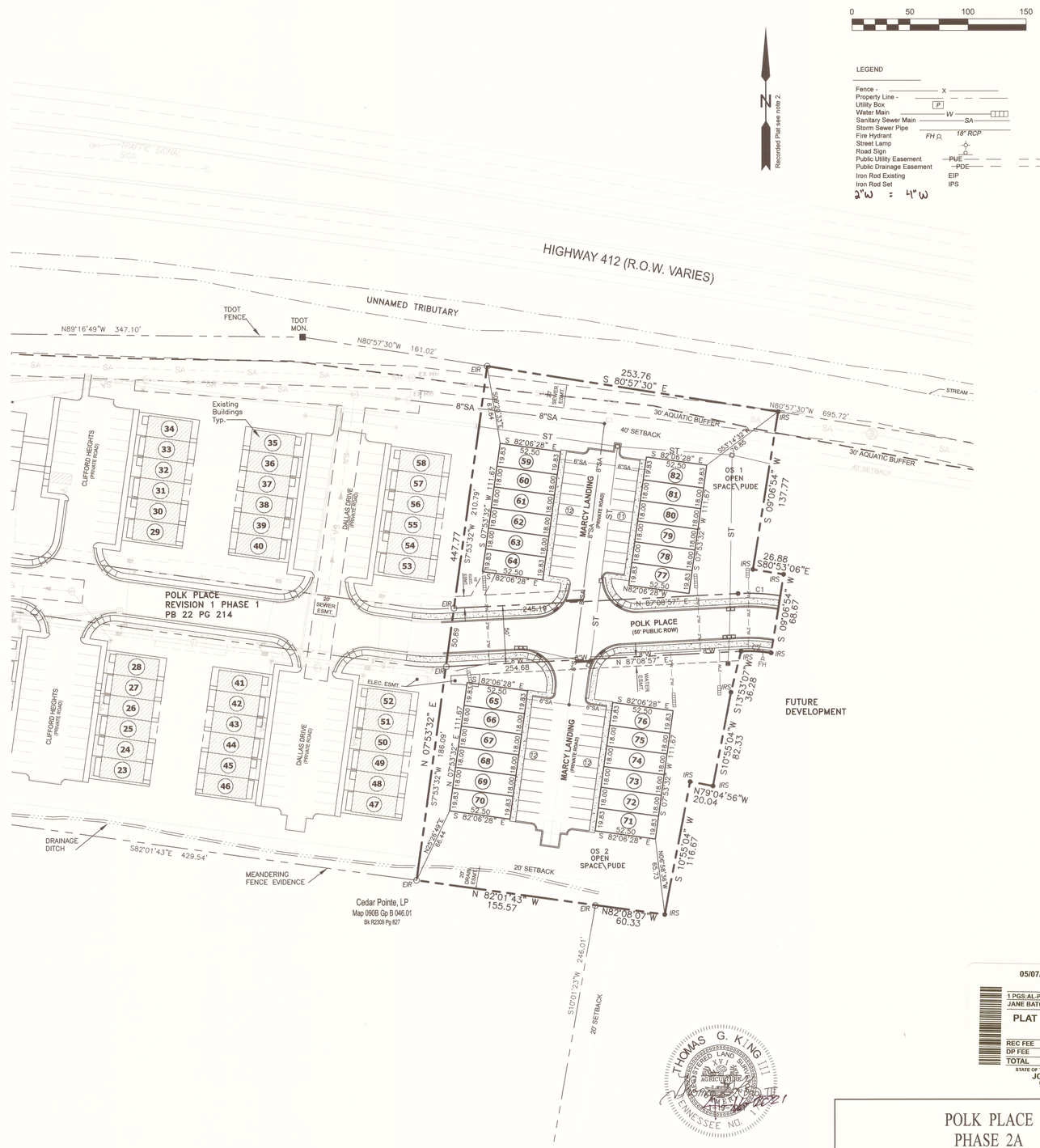
LOTS	Sq. Feet	Acres
59	1041	0.02
60	945	0.02
61	945	0.02
62	945	0.02
63	945	0.02
64	1041	0.02
65	1041	0.02
66	945	0.02
67	945	0.02
68	945	0.02
69	945	0.02
70	1041	0.02
71	1041	0.02
72	945	0.02
73	945	0.02
74	945	0.02
75	945	0.02
76	1041	0.02
77	1041	0.02
78	945	0.02
79	945	0.02
80	945	0.02
81	945	0.02
82	1041	0.02
Total	23450	0.54

OPEN SPACE OS1 35,259 SQ. FT. 0.81 AC
OPEN SPACE OS2 36,633 SQ. FT. 0.84 AC
TOTAL OPEN SPACE PHASE 2A 1.65 AC

RIGHT OF WAY 14,062 SQ. FT. 0.32 AC

TOTAL LOT AREA 23,450 SQ. FT. 0.54 AC

TOTAL AREA PHASE 2A 109,404 SQ.FT. 2.51 AC



05/07/2021 - 09:13 AM
21010002
1 PGS:AL-PLAT
JANE BATCH: 248508
PLAT BOOK: P22
PAGE: 358
REC FEE 15.00
DP FEE 2.00
TOTAL 17.00
STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

THOMAS G. KING III
REGISTERED LAND SURVEYOR
AGRICULTURE
TENNESSEE NO. 1720
4-16-2021

CERTIFICATE OF APPROVAL FOR STREETS, DRAINAGE AND UTILITIES

I hereby certify that the streets, drainage, and utilities in Polk Place Phase 2A have been installed in accordance with City specifications, or a performance bond in the amount of $33,555 for streets and drainage has been posted with the City of columbia, Tennessee, to assure completion of such improvements.

5/6/21
City Engineer
Columbia, Tennessee

CERTIFICATE OF COMPLIANCE

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

5/6, 2021
City Engineer

CERTIFICATE OF APPROVAL FOR SEWER SYSTEM

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

4/30/21
Date
Director of Wastewater Department
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

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

4-30-21
Date:
Crystal Gideon
Maury County E911

CERTIFICATE OF APPROVAL FOR RECORDING

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

5/6/21
Date
Secretary, Planning Commission
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

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

5/4/2021
Date
Name Title
Columbia Power & Water Systems

CERTIFICATE OF ACCURACY

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

4-16-2021
Date
Thomas G. King, III
TN Registered Land Surveyor

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that it I am (we are) the owner(s) of the property shown and described hereon as evidenced in Record Bk R2488, Pg 89, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, public ways, utilities and other facilities have

4/16/2021
Date
BY: John Franks

Know what's below. Call before you dig.

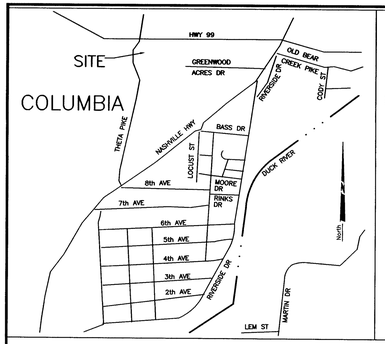
POLK PLACE
PHASE 2A

3rd CIVIL DISTRICT MAURY COUNTY, TENNESSEE

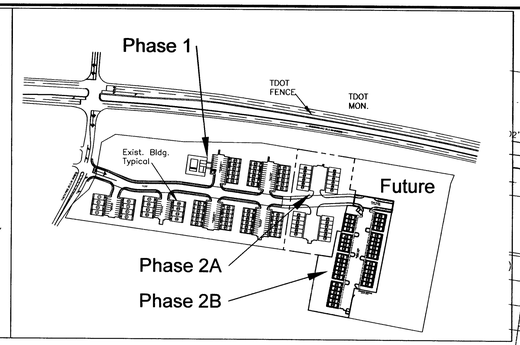
FINAL SUBDIVISION PLAT
CITY OF COLUMBIA MAURY COUNTY, TENNESSEE

Total Acres = 2.51	Total Lots = 24
Acres New Streets = 0.32	Feet New Streets = 281'
Acres Open Space = 1.65	Closure Error :1/10,000+
Scale : 1" = 50'	Date : 01/19/21

SHEET 1 OF 1



Vicinity Map
not to scale



Site Map
not to scale

Owner/Developer	Surveyor
Columbia Properties, LLC	Thomas G. King III RLS 1720
144 Southeast Parkway, Suite 230	Hyde Park Homes, LLC
PHONE (615) 567-4420	144 Southeast Parkway, Suite 230
johnfranks@live.com	PHONE (615) 567-4420
	tomgking3@gmail.com

Survey Notes:

1. This subdivision plat is based on a Site Plan "Polk Place Phase 2 & 3" Dated 9-29-20.

2. Bearings are referenced to Plat of record titled Polk Place Phase 1 Revision to Phase 1 recorded in Plat Book P22 Page 214 R.O.M.C.T.

3. Subject property ownership: Columbia Properties, LLC Deed Book R2488 Page 89 Maury County Registers Office.

4. Subject property is zoned RM1, City of Columbia.

5. This property currently identified as a portion of Tax Map No. 90A, Group "B" Parcel Number 84.

6. Subject property lies in Zone "X" as shown on the FEMA FIRM 47119C0170E, with an effective date of 4-16-2007.

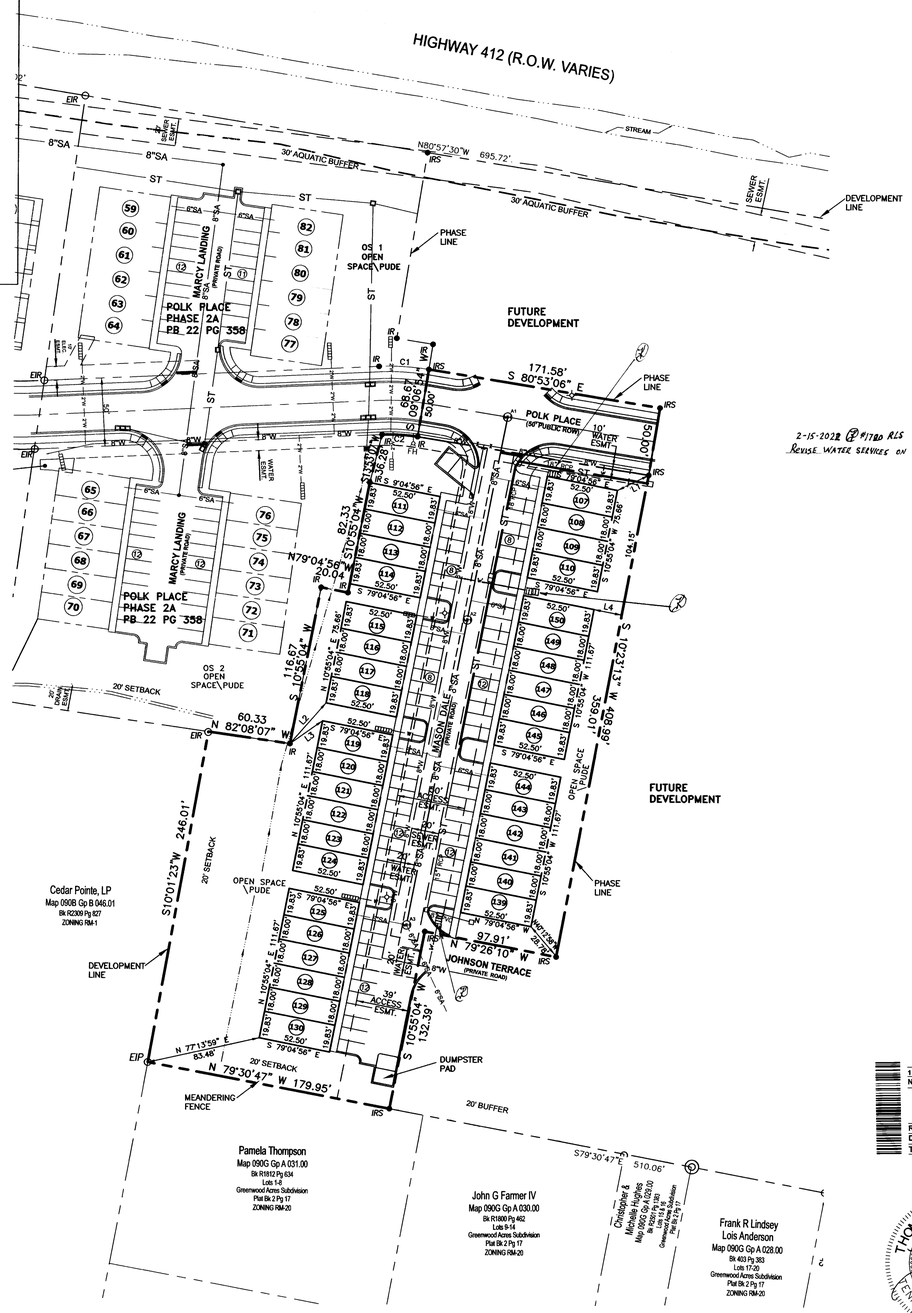
7. This surveyor does not warrant or guarantee as to the existence or non-existence of cemeteries, wetlands, karst features (except as provided by CEC, see survey note 7) or any other archaeological, geologic, environmentally sensitive and/or any other protected features on the subject property. Owners/developers/contractors should contact the appropriate agencies before beginning any construction.

8. This surveyor did not physically locate any underground utilities shown on the face of this drawing. Locations of any utilities shown were taken from above ground evidence. No reliance should be made as to the size and type of utility reported, or that all such utilities as may exist have been shown. In Tennessee it is the law to call the Tennessee One Call System at least 3 and not more than 10 days before digging. Tennessee One Call System: dial 811.

9. Mailbox Kiosk located in pool building.

10. Open space can be used as public utility and access easement.

11. Stormwater appurtenances as depicted on this Final Plat shall be maintained as directed in the Inspection and Maintenance agreement of Private Stormwater Management Facilities: as recorded in Record Book , pages in the Register's Office of Maury County, Tennessee.



0 50 100 150

LEGEND

- Fence
- Property Line
- Utility Box (P)
- Water Main (W)
- Sanitary Sewer Main (SA)
- Storm Sewer Pipe (ST) 18" RCP
- Fire Hydrant (FH)
- Street Lamp
- Road Sign
- Public Utility Easement (PUE)
- Public Drainage Easement (PDE)
- Public Utility Drainage Easement (PUDE)
- Iron Rod Existing (EIR)
- Iron Rod Set (IRS)
- Drainage Feature

N — Recorded Plat see note 2.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	175.00	36.55	36.48	S 86°52'04" E	11°57'57"
C2	125.00	26.11	26.06	S 86°52'04" E	11°57'57"

LINE	BEARING	DISTANCE
L1	S 63°48'53" W	25.32'
L2	S 41°11'07" W	39.76'
L3	N 54°34'21" E	29.03'
L4	S 79°26'10" E	20.84'

LOT AREA

Area	Sq. Feet	Acres
107	1041	0.02
108	945	0.02
109	945	0.02
110	1041	0.02
111	1041	0.02
112	945	0.02
113	945	0.02
114	1041	0.02
115	1041	0.02
116	945	0.02
117	945	0.02
118	1041	0.02
119	1041	0.02
120	945	0.02
121	945	0.02
122	945	0.02
123	945	0.02
124	1041	0.02
125	1041	0.02
126	945	0.02
127	945	0.02
128	945	0.02
129	945	0.02
130	1041	0.02
131	1041	0.02
132	945	0.02
133	945	0.02
134	945	0.02
135	945	0.02
136	1041	0.02
137	1041	0.02
138	945	0.02
139	945	0.02
140	945	0.02
141	945	0.02
142	1041	0.02
Total	35367	0.81

2-15-2022 @ 9:17 AM RLS
REVISE WATER SERVICES ON LOTS 107, 150 & 139

SITE AREA

Phase 2B ROW	8,579 Sq. Feet 0.20 Acres
Phase 2B Lot Area	35,367 Sq. Feet 0.81 Acres
Phase 2B Open Space	71,445 Sq. Feet 1.64 Acres
Total Phase 2B	115,391 Sq. Feet 2.65 Acres

02/18/2022 - 01:25 PM
22003466
1 POS:AL-PLAT
NANCY BATCH: 270594
PLAT BOOK: P22
PAGE: 537

REC FEE	15.00
DP FEE	2.00
TOTAL	17.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

THOMAS G. KING III — REGISTERED LAND SURVEYOR — STATE OF TENNESSEE — NO. 1720 — 02-08-2021

11/08/21 Revised zoning note 4

CERTIFICATE OF APPROVAL FOR STREETS, DRAINAGE AND UTILITIES

I hereby certify that the streets, drainage, and utilities in Polk Place Phase 2B have been installed in accordance with City specifications, or a performance bond in the amount of 36,000 for streets and drainage has been posted with the City of columbia, Tennessee, to assure completion of such improvements.

City Engineer
Columbia, Tennessee

CERTIFICATE OF COMPLIANCE

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

2/17, 2022

City Engineer

CERTIFICATE OF APPROVAL FOR SEWER SYSTEM

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

01/28/2022
Date

Director of Wastewater Department
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

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

2-9-22
Date:

Maury County E911

CERTIFICATE OF APPROVAL FOR RECORDING

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

2/18/22
Date

Secretary, Planning Commission
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled "Polk Place Phase 2A Subdivision" has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

2/14/2022
Date

Name — Title

Columbia Power & Water Systems

CERTIFICATE OF ACCURACY

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

1-20-2022
Date

Thomas G. King, III
TN Registered Land Surveyor

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that it I am (we are) the owner(s) of the property shown and described hereon as evidenced in Record Bk. R2488, Pg 89, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, public ways, utilities and other facilities have

1-21-22
Date

BY: John Franks

POLK PLACE
PHASE 2B

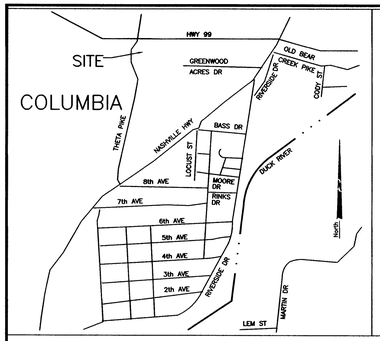
3rd CIVIL DISTRICT MAURY COUNTY, TENNESSEE

FINAL SUBDIVISION PLAT

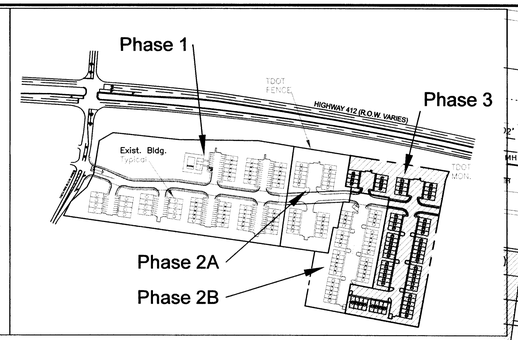
CITY OF COLUMBIA MAURY COUNTY, TENNESSEE

Total Acres = 2.65	Total Lots = 36
Acres New Streets = 0.20	Feet New Streets = 271'
Acres Open Space = 1.64	Closure Error :1/10,000+
Scale : 1" = 50'	Date : 06/21/21

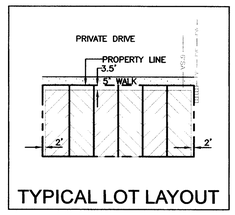
SHEET 1 OF 1



Vicinity Map
not to scale



Site Map
not to scale



TYPICAL LOT LAYOUT

Owner/Developer	Surveyor
Columbia Properties, LLC	Thomas G. King III RLS 1720
144 Southeast Parkway, Suite 230	Hyde Park Homes, LLC
PHONE (615) 567-4420	144 Southeast Parkway, Suite 230
johnfranks@live.com	PHONE (615) 567-4420
	tomgking3@gmail.com

Survey Notes:

1. This subdivision plat is based on a Site Plan "Polk Place Phase 2 & 3" Dated 9-29-20.

2. Bearings are referenced to Plat of record titled Polk Place Phase 1 Revision to Phase 1 recorded in Plat Book P22 Page 214 R.O.M.C.T.

3. Subject property ownership: Columbia Properties, LLC Deed Book R2488 Page 89 Maury County Registers Office.

4. Subject property is zoned RM1, City of Columbia.

5. This property currently identified as a portion of Tax Map No. 90B, Group "B" Parcel Number 48.

6. Subject property lies in Zone "X" as shown on the FEMA FIRM 47119C0170E, with an effective date of 4-16-2007.

7. This surveyor does not warrant or guarantee as to the existence or non-existence of cemeteries, wetlands, karst features (except as provided by CEC, see survey note 7) or any other archaeological, geologic, environmentally sensitive and/or any other protected features on the subject property. Owners/developers/contractors should contact the appropriate agencies before beginning any construction.

8. This surveyor did not physically locate any underground utilities shown on the face of this drawing. Locations of any utilities shown were taken from above ground evidence. No reliance should be made as to the size and type of utility reported, or that all such utilities as may exist have been shown. In Tennessee it is the law to call the Tennessee One Call System at least 3 and not more than 10 days before digging. Tennessee One Call System: dial 811.

9. Mailbox Kiosk located in pool building.

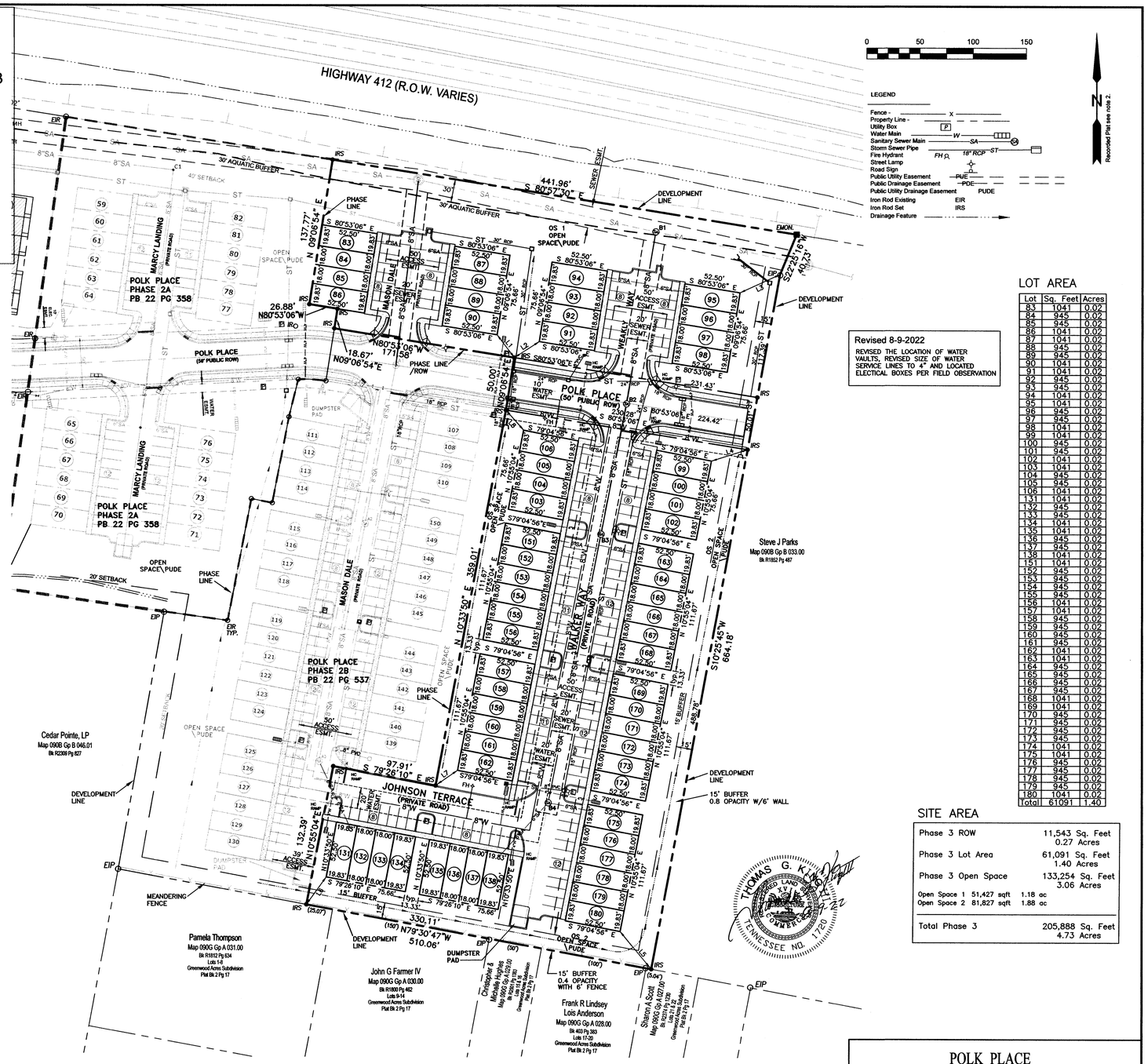
10. Open space 1 & 2 can be used as public utility, drainage and access easement. All open space maintained by the Home Owners Association. Declaration of Convenatns, Conditions and Restrictions for Polk Place Subdivision recorded in Deed Book R2611 Pages 1090-1147 R.O.M.C.T.

11. Stormwater appurtenances as depicted on this Final Plat shall be maintained as directed in the Inspection and Maintenance agreement of Private Stormwater Management Facilities: as recorded in Record Book , pages in the Register's Office of Maury County, Tennessee.

08/23/2022 - 08:24 AM
22016286
1 PGS:AL-PLAT
JANE BATCH: 286840
PLAT BOOK: P23
PAGE: 64

REC FEE	15.00
DP FEE	2.00
TOTAL	17.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS



LINE	BEARING	DISTANCE
L1	N 37°04'45" W	26.97'
L2	N 57°06'28" E	27.89'
L3	N 65°18'43" E	41.39'
L4	N 72°26'41" E	35.59'
L5	N 39°43'29" W	45.94'
L6	N 35°41'38" E	31.91'
L7	N 55°17'09" E	25.27'
L8	S 41°33'09" E	25.07'

LOT AREA

Lot	Sq. Feet	Acres
83	1041	0.02
84	945	0.02
85	945	0.02
86	1041	0.02
87	1041	0.02
88	945	0.02
89	945	0.02
90	1041	0.02
91	1041	0.02
92	945	0.02
93	945	0.02
94	1041	0.02
95	1041	0.02
96	945	0.02
97	945	0.02
98	1041	0.02
99	1041	0.02
100	945	0.02
101	945	0.02
102	1041	0.02
103	1041	0.02
104	945	0.02
105	945	0.02
106	1041	0.02
131	1041	0.02
132	945	0.02
133	945	0.02
134	1041	0.02
135	1041	0.02
136	945	0.02
137	945	0.02
138	1041	0.02
151	1041	0.02
152	945	0.02
153	945	0.02
154	1041	0.02
155	945	0.02
156	1041	0.02
157	1041	0.02
158	945	0.02
159	945	0.02
160	945	0.02
161	945	0.02
162	1041	0.02
163	1041	0.02
164	945	0.02
165	945	0.02
166	945	0.02
167	945	0.02
168	1041	0.02
169	1041	0.02
170	945	0.02
171	945	0.02
172	945	0.02
173	945	0.02
174	1041	0.02
175	1041	0.02
176	945	0.02
177	945	0.02
178	945	0.02
179	945	0.02
180	1041	0.02
Total	61091	1.40

Revised 8-9-2022
REVISED THE LOCATION OF WATER VAULTS, REVISED SIZE OF WATER SERVICE LINES TO 4" AND LOCATED ELECTICAL BOXES PER FIELD OBSERVATION

SITE AREA

Phase 3 ROW		11,543 Sq. Feet 0.27 Acres
Phase 3 Lot Area		61,091 Sq. Feet 1.40 Acres
Phase 3 Open Space		133,254 Sq. Feet 3.06 Acres
Open Space 1	51,427 sqft 1.18 ac	
Open Space 2	81,827 sqft 1.88 ac	
Total Phase 3		205,888 Sq. Feet 4.73 Acres

THOMAS G. KING III
REGISTERED LAND SURVEYOR
STATE OF TENNESSEE
TENNESSEE NO. 1720

CERTIFICATE OF COMPLIANCE

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

8/17, 2022

City Engineer

CERTIFICATE OF APPROVAL FOR STREETS, DRAINAGE AND UTILITIES

I hereby certify that the streets, drainage, and utilities in Polk Place Phase 3 have been installed in accordance with City specifications, or a performance bond in the amount of $ 79,200.00 for streets and drainage has been posted with the City of columbia, Tennessee, to assure completion of such improvements.

City Engineer
Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR SEWER SYSTEM

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

08/16/2022
Director of Wastewater Department Date:
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

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

Crystal Gideon 8-16-2022
Maury County E911 Date:

CERTIFICATE OF APPROVAL FOR RECORDING

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

8/22/22
Secretary, Planning Commission Date
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled "Polk Place Phase 3 Subdivision" has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Name
Columbia Power & Water Systems
Title
8/15/22
Date

CERTIFICATE OF ACCURACY

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

8-9-22
Thomas G. King, III Date
TN Registered Land Surveyor

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that it I am (we are) the owner(s) of the property shown and described hereon as evidenced in Record Bk R2488, Pg 89, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, public ways, utilities and other facilities have

8/10/22
BY: John Franks Date

POLK PLACE
PHASE 3

3rd CIVIL DISTRICT MAURY COUNTY, TENNESSEE

FINAL SUBDIVISION PLAT
CITY OF COLUMBIA MAURY COUNTY, TENNESSEE

Total Acres = 4.73	Total Lots = 62
Acres New Streets = 0.27 Ac	Feet New Streets = 225'
Acres Open Space = 3.06 Ac	Closure Error :1/10,000+
Scale : 1" = 50'	Date : 05/05/22
Revised 8-9-2022	SHEET 1 OF 1

Phase 3 final plat.dwg Final Plat 8/10/2022 10:27:53 1:1

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. 26-07 – SPECIAL ASSESSMENT CORRECTIONS

RECOMMENDATION: Approve Resolution No. 26-07.

INFORMATION: The City Recorder is presenting special assessment corrections for Council consideration. The items include property assessments that the City has on the books that were assessed to the former property owner as well as property assessments that were billed in error.

CERTIFICATION:

ATTACHMENTS: Staff Report for Resolution No. 26-07; Resolution No. 26-07; Resolution No. 26-07 Exhibit A and B.

RESOLUTION

WHEREAS, the City of Columbia has on its books certain property and other items that are assessed to former property owners and the new property owners are not lawfully obligated to repay amounts assessed on said property; and

WHEREAS, the City of Columbia desires to correct the books by removing said accounts wherein property is under new ownership; and

WHEREAS, the City of Columbia has on its books certain property and other items that are assessed to property owners with such date past the statute of limitation therefore making such owners not lawfully obligated to repay amounts assessed on said property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the books of the City of Columbia are hereby corrected by deleting the assessments and other miscellaneous accounts which are attached hereby as Exhibit A and B.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____ day of _____, 2026.

_____
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

RESOLUTION 26-07
EXHIBIT A - NEW OWNERS

Invoice #	INITIAL BILL DATE (FROM DEV SRVCS)	Name	Work Completion Date	Address of Work Done	Map & Parcel	Base Charge	Amount Due	Reason
1358	6/20/2025	Armstrong, Mary	6/5/2025	512 Hannaway St	MAP 099A F 013	$150.00	$150.00	Mowing/weeding/bush hogging
1366	7/21/2025	By Design Consulting LLC	7/9/2025	1834 Dimple Ct	MAP 100M G 010	$155.00	$155.00	Mowing/weeding/bush hogging
1231	8/26/2024	Competo Solutions LLC	7/15/2024	1103 Woodland St	Map# 099H L 031	$145.00	$145.00	Mowing/weeding/bush hogging
1307	4.15.2025	De La Cruz, Raven & Ian	4/14/2025	305 E 16th St	MAP 099I G 016.01	$155.00	$155.00	Mowing/weeding/bush hogging
1308	4/15/2025	Holt, Walter H. II	4/14/2025	1913 Walnut St	MAP 099P H 023	$155.00	$155.00	Mowing/weeding/bush hogging
1297	12/26/2024	Passantino, Philip Jr	9/20/2024	207 Overlook Pl	MAP 100I I 009	$160.00	$160.00	Mowing Weeding Bush hogging
1246	9/19/2024	Passantino, Phillip Jr.	5/31/2024	207 Overlook Pl	Map# 100I I 009	$145.00	$145.00	Mowing/weeding/bush hogging
1209	8/19/2024	Sabo, Joseph Louis	6/26/2024	Circle Park	Map# 113D G 023	$15.18	$15.18	Mowing/weeding
1275	11/19/2024	Sabo, Joseph Louis	10/14/2024	CIRCLE PARK	MAP 113D G 023	$15.18	$15.18	Mowing Weeding
1344	5/22/2025	Sabo, Joseph Louis	4/24/2025	Circle Park	Map 113D G 023	$15.18	$15.18	Mowing/weeding/property maintenance
1255	10/14/2024	Swindle, Zeke	8/3/2024	Maplewood Dr	Map# 113E B 018.01	$210.00	$210.00	Mowing/weeding/bush hogging
1290	11/19/2024	Swindle, Zeke	10/22/2024	Maplewood Dr	MAP 113E B 018.01	$225.00	$225.00	Mowing Weeding Bushhogging
1256	10/14/2024	Vick, Phyllis	8/16/2024	155 Morningside Ln	Map# 089E H 028	$160.00	$160.00	Mowing/weeding/bush hogging

Total Amount Due to the City Of Columbia: **$1,705.54**

RESOLUTION 26-07
EXHIBIT B - REMOVE DUE TO INCORRECT BILLING/ABATEMENT NOTIFICATION PER DEVELOPMENT SERVICES

1364	7/21/2025	1504 S Main LLC c/o Vaughn Richard:	7/9/2025	1504 S Main St	MAP 100L G 022	$155.00	$155.00	Mowing/weeding/bush hogging
1405	9/16/2025	All Things Property Group LLC	8/15/2025	2008 S Main St	MAP 100M N 002	$155.00	$155.00	mowing/weeding/bush hogging
1439	9/25/2025	Hampton, Danielle	9/8/2025	510 E 7th St	MAP 099A E 005	$155.00	$155.00	mowing/weeding/bush hogging
1286	11/19/2024	Nixon, John	10/1/2024	409 W 12th St	MAP 100L B 001	$575.00	$575.00	Mowing Weeding Bushhogging

Total Amount Due to the City Of Columbia: **$1,040.00**

TOTAL **$2,745.54**

RESOLUTION 26-07

EXHIBIT A - NEW OWNERS

Invoice #	INITIAL BILL DATE (FROM DEV SRVCS)	Name	Work Completion Date	Address of Work Done	Map & Parcel	Base Charge	Amount Due	Reason
1358	6/20/2025	Armstrong, Mary	6/5/2025	512 Hannaway St	MAP 099A F 013	$150.00	$150.00	Mowing/weeding/bush hogging
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1297	12/26/2024	Passantino, Philip Jr	9/20/2024	207 Overlook Pl	MAP 100I I 009	$160.00	$160.00	Mowing Weeding Bush hogging
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1275	11/19/2024	Sabo, Joseph Louis	10/14/2024	CIRCLE PARK	MAP 113D G 023	$15.18	$15.18	Mowing Weeding
1344	5/22/2025	Sabo, Joseph Louis	4/24/2025	Circle Park	Map 113D G 023	$15.18	$15.18	Mowing/weeding/property maintenance
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1290	11/19/2024	Swindle, Zeke	10/22/2024	Maplewood Dr	MAP 113E B 018.01	$225.00	$225.00	Mowing Weeding Bushhogging
1256	10/14/2024	Vick, Phyllis	8/16/2024	155 Morningside Ln	Map# 089E H 028	$160.00	$160.00	Mowing/weeding/bush hogging

Total Amount Due to the City Of Columbia: $1,705.54

RESOLUTION 26-07

EXHIBIT B - REMOVE DUE TO INCORRECT BILLING/ABATEMENT NOTIFICATION PER DEVELOPMENT SERVICES

1364	7/21/2025	1504 S Main LLC c/o Vaughn Richards	7/9/2025	1504 S Main St	MAP 100L G 022	$155.00	$155.00	Mowing/weeding/bush hogging
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1439	9/25/2025	Hampton, Danielle	9/8/2025	510 E 7th St	MAP 099A E 005	$155.00	$155.00	mowing/weeding/bush hogging
1286	11/19/2024	Nixon, John	10/1/2024	409 W 12th St	MAP 100L B 001	$575.00	$575.00	Mowing Weeding Bushhogging

Total Amount Due to the City Of Columbia: $1,040.00

TOTAL $2,745.54

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Jill Carlson, Administrative Assistant, jcarlson@columbiatn.com, 931-560-1451

AGENDA ITEM TITLE: RESOLUTION NO. 26-08 - A RESOLUTION TO ACCEPT A DONATION IN THE AMOUNT OF THREE HUNDRED DOLLARS ($300) FROM MID SOUTH ELECTRIC TO BE USED FOR THE PARKS & RECREATION STAFF LUNCHEON.

RECOMMENDATION: Approve Resolution No. 26-08.

INFORMATION: The City of Columbia is requesting to receive a donation from Mid-South Electric in the amount of three hundred dollars ($300) to be used for the Parks & Recreation Departmental staff luncheon.

ATTACHMENTS: Staff Report Resolution No. 26-08, Resolution No. 26-08.

Resolution No. 26-08

A RESOLUTION ACCEPTING A DONATION FROM MID SOUTH ELECTRIC TO THE COLUMBIA PARKS AND RECREATION DEPARTMENT IN THE AMOUNT OF THREE HUNDRED DOLLARS ($300) FOR A STAFF LUNCHEON.

WHEREAS, the City of Columbia Parks and Recreation received a donation of Three Hundred Dollars ($300) for a Parks & Recreation Departmental staff lunch; and

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such City does hereby endorse the efforts of the Columbia Parks and Recreation Department and Mid South Electric by accepting this donation.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of February 2026.

_____

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____

THAD H JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____

JAKE HUBBELL, CITY ATTORNEY

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Thad Jablonski, Finance Director, tjablonski@columbiatn.gov, 931.560.1580

AGENDA ITEM TITLE: A RESOLUTION CONFIRMING COMPLIANCE AND REVIEW OF FINANCIAL POLICIES AND AUTHORIZING AN APPLICATION FOR THE COMPTROLLER'S FINANCIAL EXCELLENCE AWARD– FINANCE.

RECOMMENDATION: Approve Resolution No. 26-09.

INFORMATION: Resolution 26-09 confirms compliance and review of Financial Policies and authorizes an application for the Comptroller's Financial Excellence Award.

The Tennessee Comptroller's Office recently announced a call for submissions for the Financial Excellence Award. The Financial Excellence Award recognizes local governments that demonstrate outstanding initiative in implementing and sustaining excellence in the following areas:

- Budget Practices
- Debt Management
- Financial Management
- Financial Oversight and Accountability
- Financial Reporting and Transparency

Local governments that are subject to both audit and budget oversight of the Comptroller's Office may apply for the award. This includes the City of Columbia.

The award submission process require that the City's financial policies be reviewed and updated as needed each year. Each year, the Finance Department reviews these policies, which are attached for reference.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report for Resolution 26-09, Resolution No. 26-09, Fund Balance Policy, Internal Controls Policy, Purchasing Policy Manual, and Investment Policy.

A RESOLUTION CONFIRMING COMPLIANCE AND REVIEW OF FINANCIAL POLICIES AND AUTHORIZING AN APPLICATION FOR THE COMPTROLLER'S FINANCIAL EXCELLENCE AWARD

WHEREAS, the City Council of the City of Columbia, Tennessee has adopted the following financial policies, including Debt Management, Fund Balance, Internal Control, Investment and Purchasing; and

WHEREAS, the City of Columbia City Council recognizes the importance of having a strong financial management system in place with strong financial policies to ensure that management will achieve its objectives for operations, budgeting, debt management, financial reporting, and compliance; and

WHEREAS, the City of Columbia City Council has reviewed the requirements for the Comptroller's Financial Excellence Award; and

WHEREAS, it is the City of Columbia City Council's express intent to apply for the Comptroller's Financial Excellence Award.

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

The City of Columbia City Council has reviewed the before mentioned policies within the last 12 months and made or approved changes as needed and hereby authorizes and requests the completion and submission of the application for the Comptroller's Annual Award for Financial Excellence for fiscal year 2025.

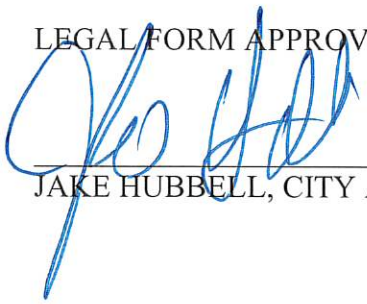
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this 12th day of FEBRUARY 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

A RESOLUTION AMENDING THE FUND BALANCE POLICY FOR THE CITY OF COLUMBIA

WHEREAS, the City of Columbia, Tennessee, wishes to amend the Fund Balance Policy adopted by Resolution No. 11-63.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the Fund Balance Policy approved by Resolution No. 11-63 is hereby deleted in its entirety and that the following attached Exhibit "A" is hereby approved and adopted as the Fund Balance Policy for the City of Columbia, Tennessee.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 10th day of December, 2020.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

C. TIM TISHER, COTY ATTORNY

Exhibit A – Fund Balance Policy

Purpose

The City of Columbia hereby enacts the following policy in an effort to ensure financial security through the maintenance of a healthy reserve fund that guides the creation, maintenance and use of resources for financial stabilization purposes. The City's primary objective is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The City also seeks to maintain the highest possible credit ratings which are dependent, in part, on the City's maintenance of a healthy fund balance.

Definitions

Fund Balance – The excess assets over liabilities in a governmental fund.

Non-Spendable Fund Balance – Amounts that cannot be spent because they are either in a (a) non-spendable form, including items not expected to be converted to cash (i.e. inventories, prepaid amounts, long-term portion of loans and notes receivable and property acquired for resale), or (b) legally or contractually required to be maintained intact (i.e. the principal of a permanent fund).

Restricted Fund Balance – Amounts constrained to be used for a specific purpose by their providers (such as grantors, bondholders and higher levels of government), through constitutional provisions or by enabling legislation.

Committed Fund Balance – Amounts constrained to specific purposes by the City Council. Amounts classified as committed are not subject to legal enforceability like restricted resources; however, they cannot be used for any other purpose unless the City Council removes or changes the commitment by taking the same action it employed to impose the commitment.

Assigned Fund Balance – Amounts intended to be used by the City for a specific purpose, but are neither restricted nor committed. The intent shall be expressed by the City Council or a designee authorized by the City Council for a specific purpose in accordance with policy established by the City Council. The nature of the actions necessary to remove or modify an assignment is not as rigid as required under a committed fund balance classification.

Unassigned Fund Balance – Amounts available for any purpose (amounts that are not Non-Spendable, Restricted, Committed or Assigned) in the General Fund. This category also provides the resources necessary to meet unexpected expenditure and revenue shortfalls.

Policy Statement

The City has endeavored to limit expenditures to anticipated revenues in order to maintain a balanced budget. The fund balance of the City's General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities. The City's target is to maintain an unrestricted fund balance of not less than 33% of annual operating expenditures for the fiscal year.

The decision to retain an unrestricted fund balance of not less than 33% of annual operating expenditures stems from the following:

- The amount provides adequate funding to cover approximately 4 months of operating expenses,
- The amount provides for the liquidity necessary to accommodate the City's uneven cash flow, which is in inherent in its periodic tax collection schedule,
- The amount provides the liquidity to respond to contingent liabilities.

Spending Policy

For the City's General Fund, it is the City's policy to spend the most restricted dollars before less restricted dollars in the following order:

- Restricted Fund Balance
- Committed Fund Balance
- Assigned Fund Balance
- Unassigned Fund Balance

This Spending Policy assumes costs are incurred for purposes for which both restricted and unrestricted funds are available.

For all other governmental funds other than the General Fund, interest income, if any, will be utilized first followed by restricted, committed and assigned revenues when an expense is incurred for purposes for which both restricted and unrestricted funds are available. Transfers to other funds are considered committed for these purposes.

Policy Updates/Revisions

This policy shall be reviewed periodically by Finance & Administration staff and may be amended from time to time per the City Council.

CITY OF COLUMBIA



TENNESSEE

Something good around every corner.

INTERNAL CONTROLS POLICY AND MANUAL

February 14, 2019

Policy Summary

The City of Columbia adopted an internal controls policy framework and manual to provide City staff with guidance with the development and documentation of internal control practices. The establishment of this policy, adoption by Council and ongoing review and revision is intended to provide reasonable assurance to City officials and Columbia citizens that management continually controls for risks to the organization with plans to mitigate such risks.

Adopted on 2/14/2019

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Internal Controls Policy Framework

1 INTRODUCTION

The City of Columbia (herein after referred to as "the City") has a responsibility to taxpayers, ratepayers and constituents regarding stewardship of public funds and property. In the City's efforts to serve the public as City officials or employees, the City establishes this Internal Controls Policy Framework and Manual using recognized best practices and state and federal directives.

State of Tennessee statutes require the Comptroller's Office, Department of Audit to prescribe uniform accounting systems for entities that handle public funds. Those statutes require public officials to adopt and use the system designated by the Comptroller's Office. The Tennessee Legislature amended Tenn. Code Ann. § 9-18-102 in 2015 to require local governments to establish and maintain internal controls in accordance with guidance issued by the U.S. Government Accountability Office (GAO). The guidance is titled *Standards for Internal Control in the Federal Government* (Green Book). The Green Book follows the format developed by the Committee of Sponsoring Organizations (COSO) which has been the gold standard of internal control for all entities except the federal government for several years.

The internal control system consists of three (3) objectives and five (5) main components. Within the five (5) components there are 17 principles that apply to certain components. The state considers the five (5) elements mandatory and the 17 principles optional. The City of Columbia has chosen to address the five (5) elements as required by state law within this manual; however, the seventeen (17) principles from the Green Book are presented below for informational purposes and to help explain the five (5) components.

THREE (3) OBJECTIVES OF INTERNAL CONTROLS:

1. Reporting – reliability
2. Operations – effective and efficient
3. Compliance – compliant with applicable laws, regulations, contracts and grant agreements

FIVE (5) MAIN COMPONENTS OF INTERNAL CONTROLS THAT ARE REQUIRED TO BE ADDRESSED:

1. Control Environment
2. Risk Assessment
3. Control Activities
4. Information and Communication
5. Monitoring

OV2.09 THE GREEN BOOK

Figure 3: The Five Components and 17 Principles of Internal Control:

CONTROL ENVIRONMENT:

1. The governing body and management should conduct business with integrity and ethical behavior.
2. The oversight body should oversee the City's internal control system.
3. Management should establish an organizational structure, assign responsibility and delegate authority to achieve the entity's objectives.
4. Management should demonstrate a commitment to recruit, develop and retain competent individuals
5. Management should evaluate performance and hold individuals accountable for their internal control responsibilities.

RISK ASSESSMENT:

6. Management should define objectives clearly to enable the identification of risks and define risk tolerances.
7. Management should identify, analyze and respond to risks related to achieving the defined objectives.
8. Management should consider the potential for fraud when identifying, analyzing and responding to risks.
9. Management should identify, analyze and respond to significant changes that could impact the internal control system.

CONTROL ACTIVITIES:

10. Management should design control activities to achieve objectives and respond to risks.
11. Management should design the entity's information system and related control activities to achieve objectives and respond to risks.
12. Management should implement control activities through policies.

INFORMATION AND COMMUNICATION:

13. Management should use quality information to achieve the entity's objectives.
14. Management should internally communicate the necessary quality information to achieve the entity's objectives.
15. Management should externally communicate the necessary quality information to achieve the entity's objectives.

MONITORING:

16. Management should establish and operate monitoring activities to monitor the internal control system and evaluate the results.
17. Management should remediate identified internal control deficiencies on a timely basis.

Source: GAO. GAO-14-704G.

Internal Control Policy and Manual Purpose: The purpose of this manual is to ensure that the objectives of reporting and compliance are established. The policies to achieve objectives are derived from various financial best practices, state and federal laws, and regulations and policies. Policies included in the manual have been developed to suit specific needs of City functions and resources. Detailed procedures are then developed and documented as a means for the City to comply with its established policies.

2 CONSIDERATIONS IN DEVELOPMENT OF INTERNAL CONTROLS

Internal control is defined as a process effected by an entity's oversight body, management and other personnel that provides reasonable assurance the City's objectives will be achieved. Before developing an Internal Control System (ICS), the City and various departments within the City should determine their respective missions, strategic goals and objectives, and then formulate a plan to achieve those objectives. The internal controls are policies and procedures put in place to help achieve goals and objectives. By describing how the City and City departments expect to meet varied goals and objectives, using compensating controls to minimize risk, the City as a whole increases organizational awareness of expectations. Each department's internal control plan will be unique; however, it must be based on polices included in this guide which incorporates or references to other comprehensive state, federal or standard setting agency polices that have been adopted.

Consistent monitoring of all components will ensure that the ICS (which must be reviewed and updated at least annually) is updated whenever changing conditions justify.

Since a City's/department's policies and procedures are the control activities for its internal control plans, it is important that they be reviewed in conjunction with the plans and referenced where appropriate. Everyone in the City has a responsibility to ensure that internal controls operate effectively.

As directed by T.C.A. 9-18-102 (a) and in accordance with the guidance issued by Tennessee Comptroller's Office, the City has adopted this internal control manual. It is critical to note that the development and operation of the internal control system involves everyone in the organization. As such, management must ensure that the manual is shared with all of its employees. The manual is a work in process and will be assessed periodically.

The following sections document the five (5) components of internal control and significant financial and compliance areas that are deemed high risk.

2.1 THE GREEN BOOK STATES DOCUMENTATION IS MANAGEMENT'S RESPONSIBILITY:

3.09 *Management develops and maintains documentation of its internal control system.*

3.10 *Effective documentation assists in management's design of internal control by establishing and communicating the* ***who, what, when, where, and why*** *of internal control execution to personnel. Documentation also provides a means to retain organizational knowledge and mitigate the risk of having that knowledge limited to a few personnel, as well as a means to communicate that knowledge as needed to external parties, such as* external auditors.

3 FIVE COMPONENTS OF INTERNAL CONTROL

3.1 CONTROL ENVIRONMENT

Overview

The control environment is the foundation for **all** other components of internal control, providing discipline and structure. Moreover, management establishes the tone at the top regarding the importance of internal control and expected standards of conduct, and reinforces expectations at various levels. Control environment factors include the integrity, ethical values and competence of the City's personnel; the way management assigns authority and responsibility, and organizes and develops its personnel; and the attention and direction provided by the governing body.

OBJECTIVES

1. The governing body and management should conduct business with integrity and ethical behavior.
2. The oversight body and management should provide direction and oversight for City's internal control system.
3. Management should demonstrate a commitment to hire qualified and competent management.
4. Management should establish structure, authority and responsibility and hold individuals accountable for internal control responsibilities

Policies

1. A related party questionnaire is completed annually by all elected and appointed officials.
2. The governing body, through management, has adopted a personnel manual and has established job descriptions with minimum job requirements.
3. The governing body also uses the budget process as a means of oversight with department heads.
4. Organizational charts are established and reviewed to reflect structure of authority and responsibility.

Procedures

Procedures of policy 1

- The Chief Financial Officer (CFO) requires completed related party questionnaires from elected officials and management team members (annually during the budget process before June 30th).
- The related party questionnaires are reviewed by the CFO. Any affirmative responses will be evaluated with regard to any relationship impacting City operations.
- Related party questionnaires are submitted to the City's external audit team each year.

Procedures for policy 2

- Detailed job descriptions with minimum job requirements are on file with the Personnel Department. The minimum job requirements are based on like positions in similar governments and will meet state or federal requirements if applicable.
- Hiring procedures are detailed in the manual and prohibit hiring anyone who does not meet the minimum job requirements.
- Revisions to the Personnel Manual are presented by the Personnel Director and revisions are made by resolution as needed after City Council approval.
- The Personnel Manual is discussed with new hires at an orientation session conducted by Personnel staff on or shortly after their first day of employment. All employees must acknowledge receipt of the contents of the manual.

Procedures for policy 3

- In January, the City Manager's Executive Secretary sends all department heads the budget worksheets for the upcoming fiscal year along with guidelines for completion and the specified due date.
- The City Recorder estimates revenues using the past five (5) years of collection history, current growth indicators, current year information and other related indicators relevant to revenue streams.
- The CFO will estimate all the appropriations not otherwise assigned to a department head, incorporate salaries and benefits into the department head's budgets, and assist with preparation of the capital budget.
- The City Manager sets meetings with all department heads in order for them to present their respective budget requests, including requests for additional funding based on their department's plan of operation and the City's Strategic Plan. Department heads prioritize their requests in order to facilitate decision making related to items to fund based upon available resources.

Procedures for policy 3 (continued)

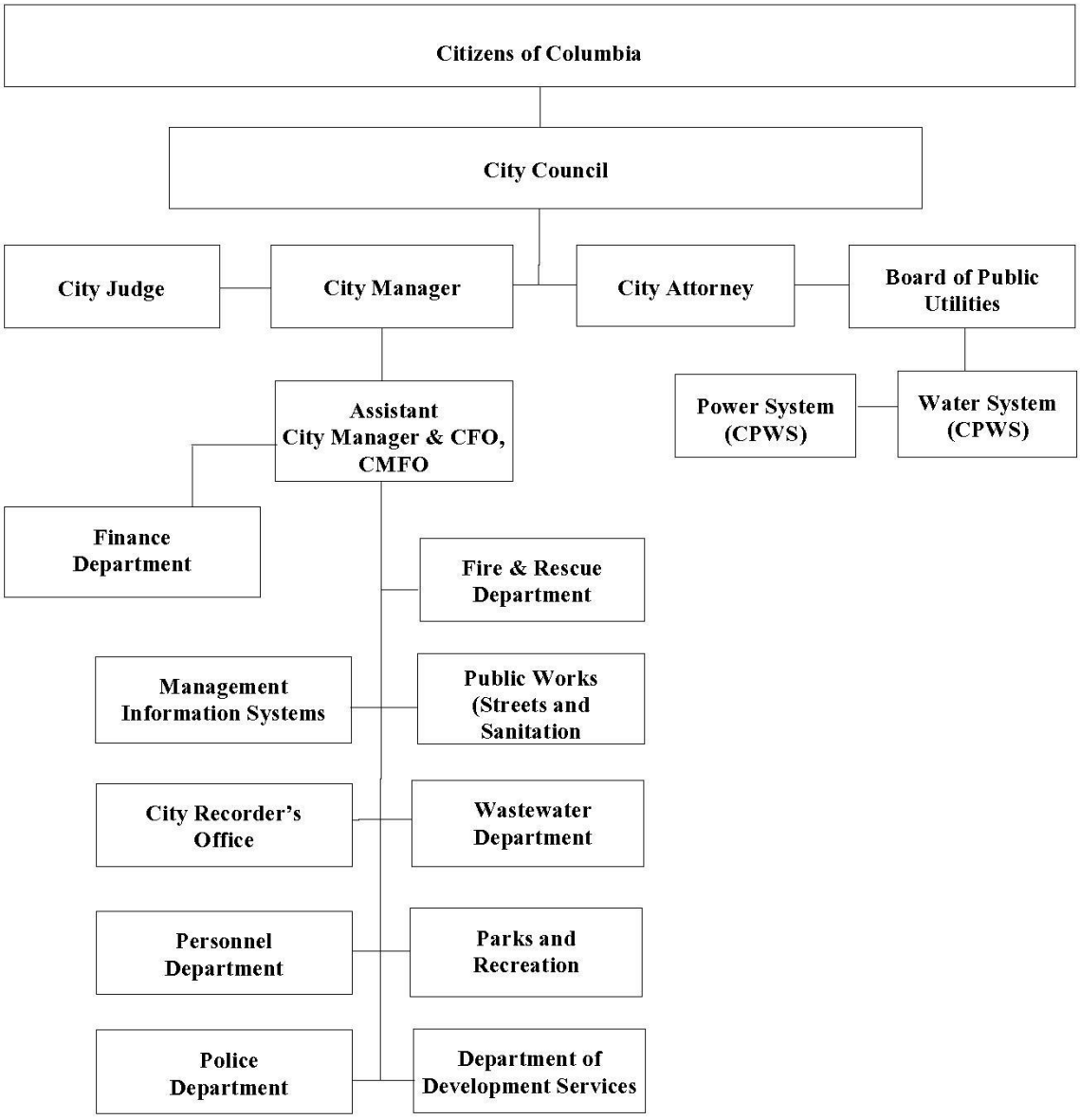
- The City Manager and CFO then meet to determine which departmental requests will be incorporated within the proposed budget and identify any problem areas that still exist. The CFO discusses recommended items with the department heads and makes adjustments to department spreadsheets.
- Adjusted budget spreadsheets are returned to departments in order for them to prepare their budget narrative (including department description, budget highlights, current FY accomplishments, new FY priorities and activity/budget summary).
- Department narratives are prepared and routed back to the City Manager's office for review and compilation.
- The CFO prepares the budget message, budget issues, summary sheets for Capital Equipment Replacement Plan, Management Information Systems Capital Improvement Program and an overall expenditure summary. The Personnel Department prepares the personnel appendix.
- The CFO prepares the budget ordinance for its first consideration at the May Council meeting and on second consideration at the June meeting.
- The required public notice of comparative budget information is placed in the local newspaper late in April and notice of the preliminary appropriation ordinance is also placed in the local newspaper prior to consideration (required to be published no less than 10 days before final consideration).
- The budget document is presented to Council at or before the May study session. A budget meeting is set to review/discuss the proposed budget with the City Council. Per past practice, the Wastewater revenues and expenditures are typically presented at the May study session and a separate meeting is set to discuss the other departments/funds.
- The final budget consideration is held at the June Council meeting.

Procedures for policy 4

- City organizational charts were developed based on the City's structure pursuant to the Columbia Municipal Charter.
- The charts are reviewed periodically as positions are added or changed to determine if the reporting structure, authority, and responsibility documented in the chart is still accurate.
- In addition to the personnel manual, all positions have detailed job descriptions which identifies the immediate supervisor and explains the responsibilities of the position.

3.1.1 Organization - Council Manager Form of Government

CITY OF COLUMBIA, TENNESSEE
ORGANIZATION CHART



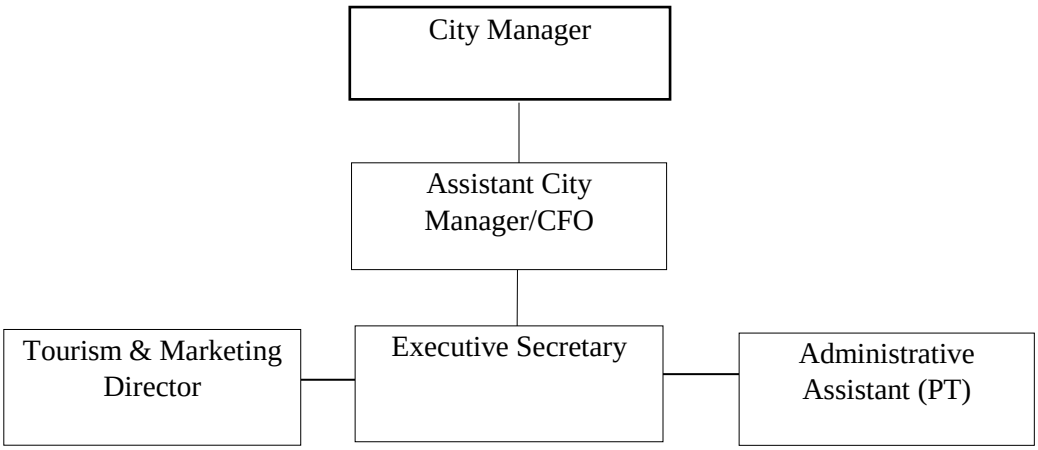
Notes:

Chief Financial Officer (CFO)
Certified Municipal Finance Officer (CMFO) certified, each municipality in the state required to have a designated CMFO
Columbia Power & Water Systems (CPWS), governed by the Board of Public Utilities

3.1.2 Departmental Structures

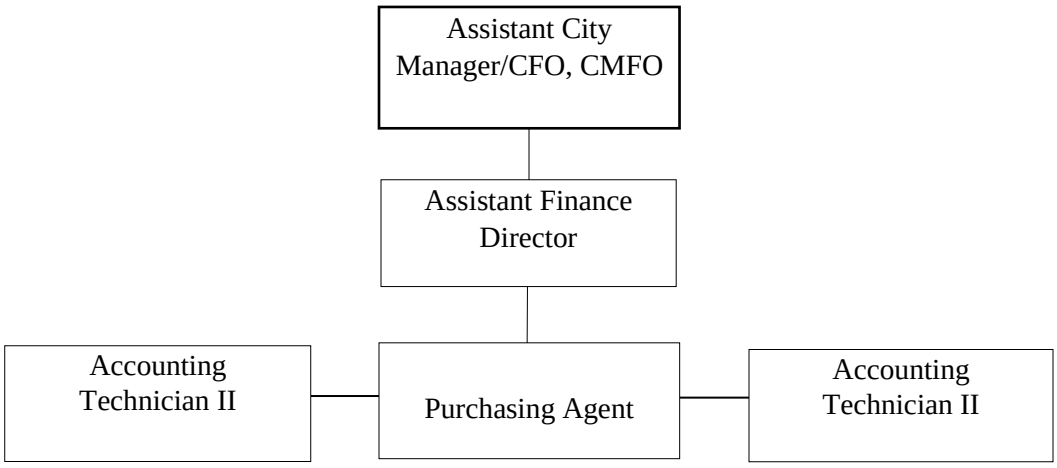
3.1.2.1 City Manager's Office

CITY MANAGER'S OFFICE



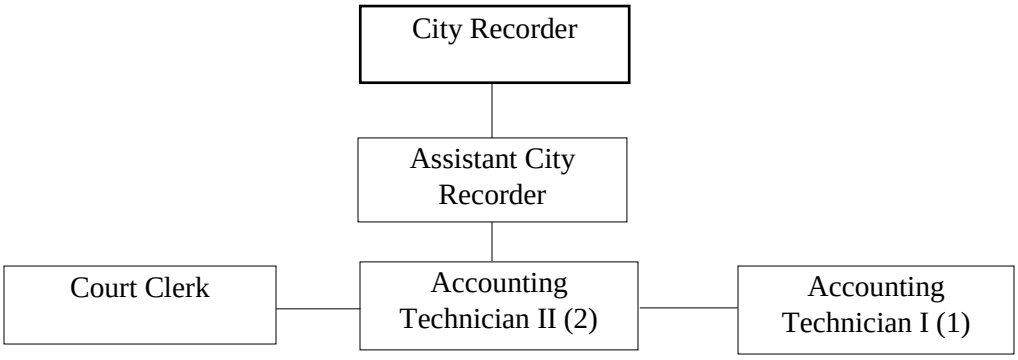
3.1.2.2 Finance Department

FINANCE DEPARTMENT



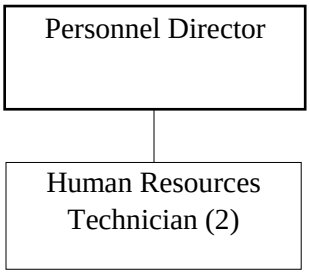
3.1.2.3 City Recorder's Office

CITY RECORDER'S OFFICE



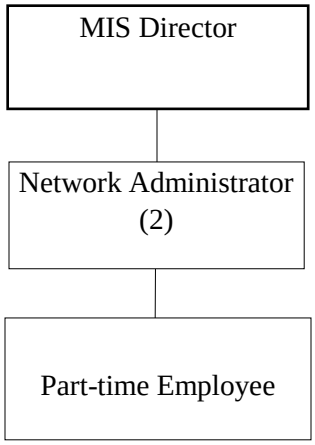
3.1.2.4 Personnel Department

PERSONNEL DEPARTMENT



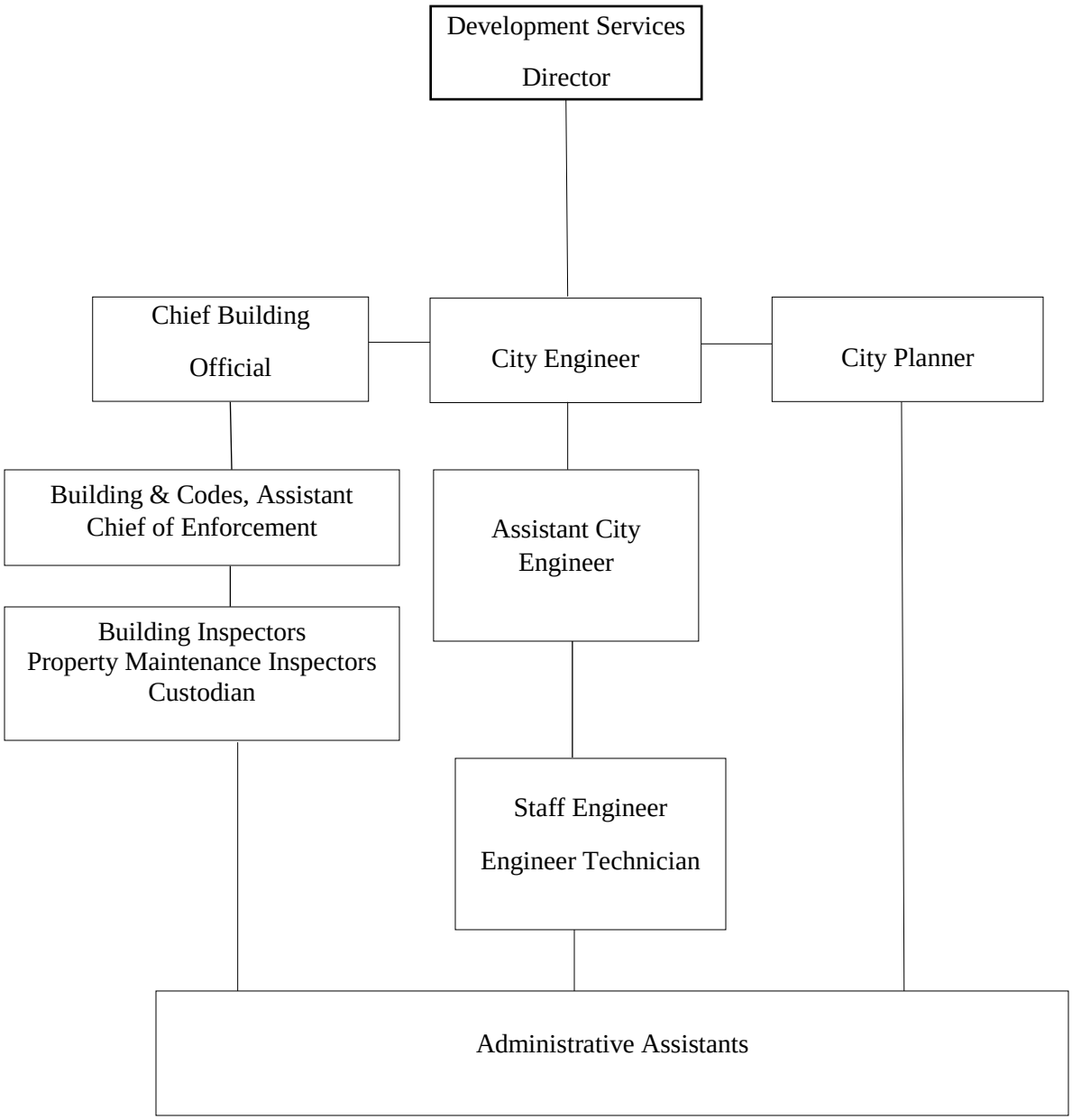
3.1.2.5 MIS Department

MIS DEPARTMENT



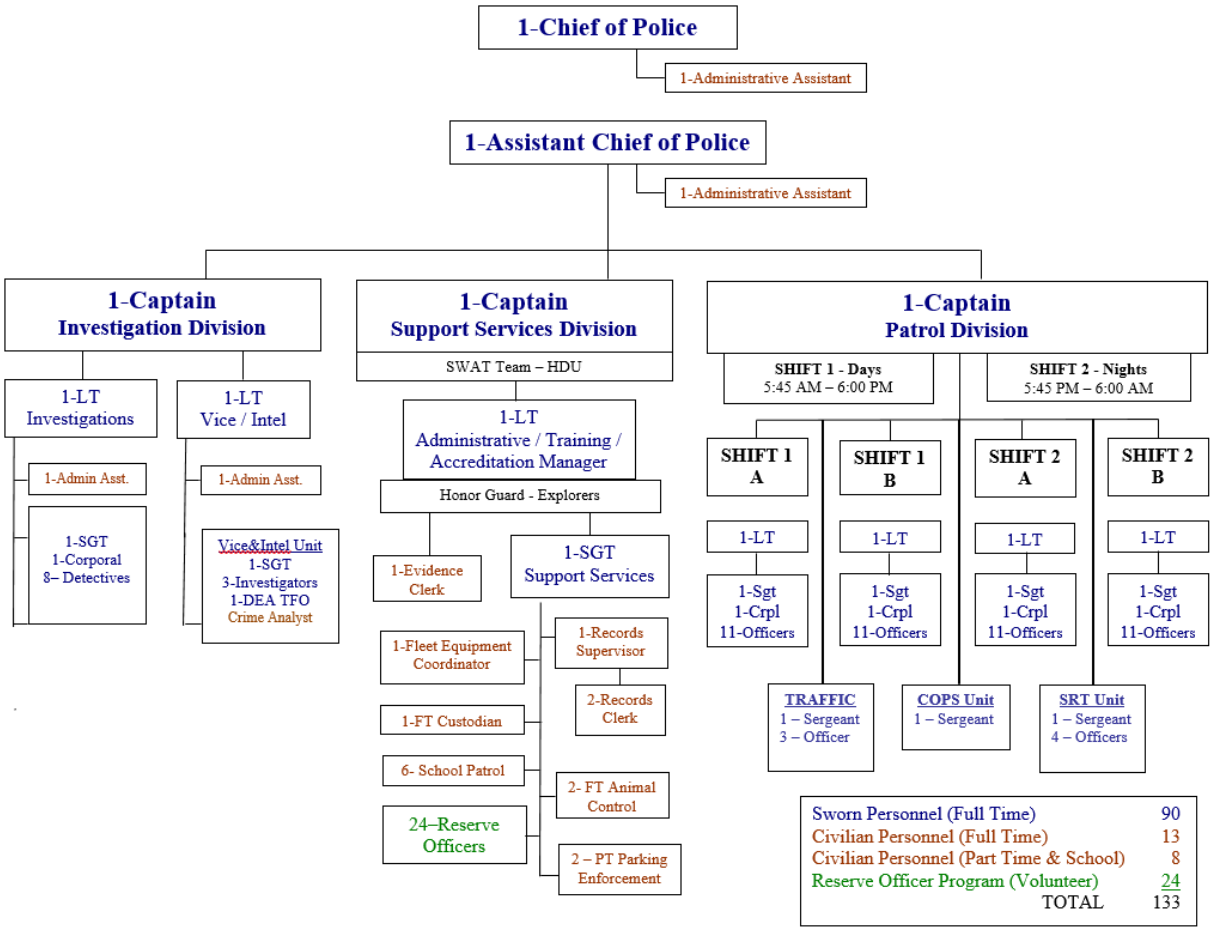
3.1.2.6 Development Services Department

DEVELOPMENT SERVICES



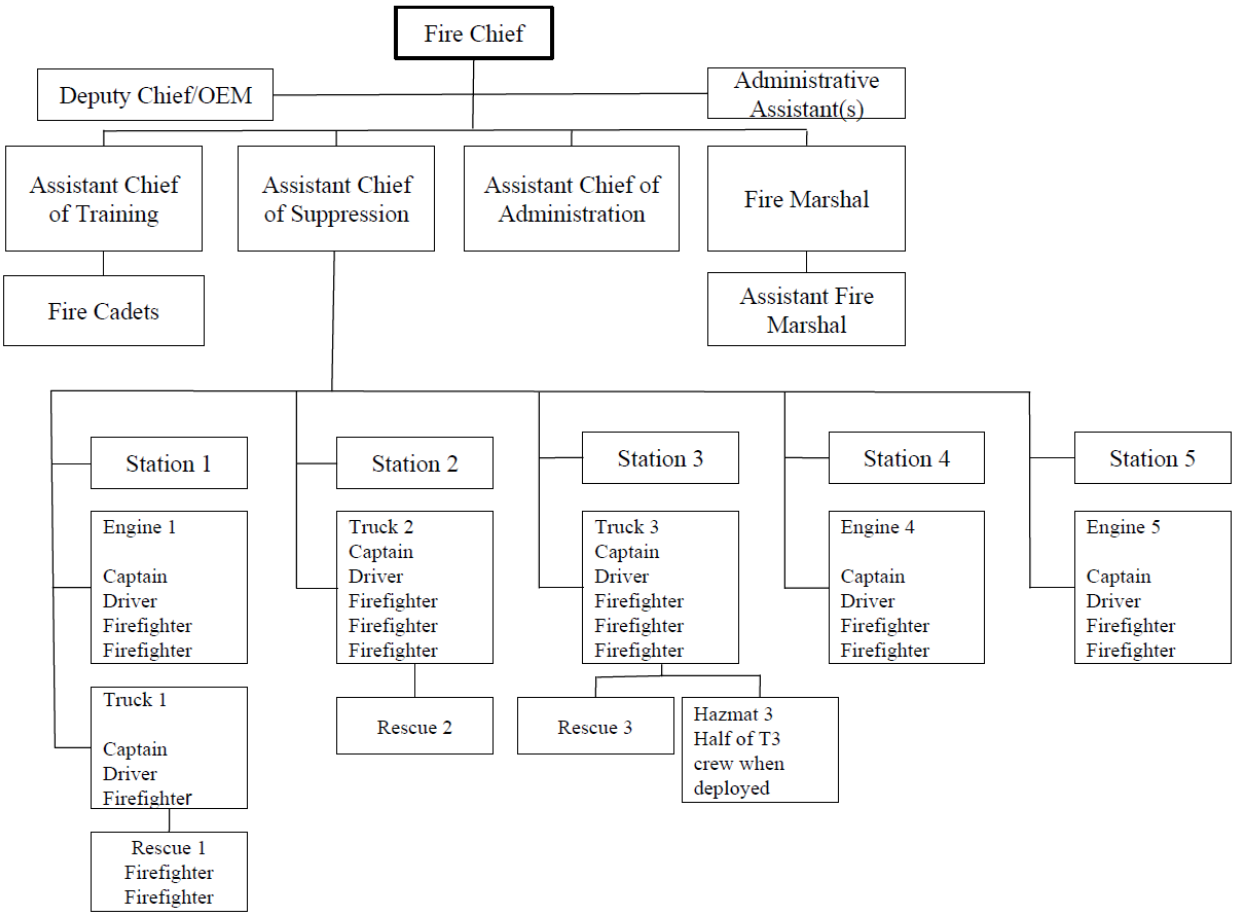
3.1.2.7 Police Department

POLICE DEPARTMENT



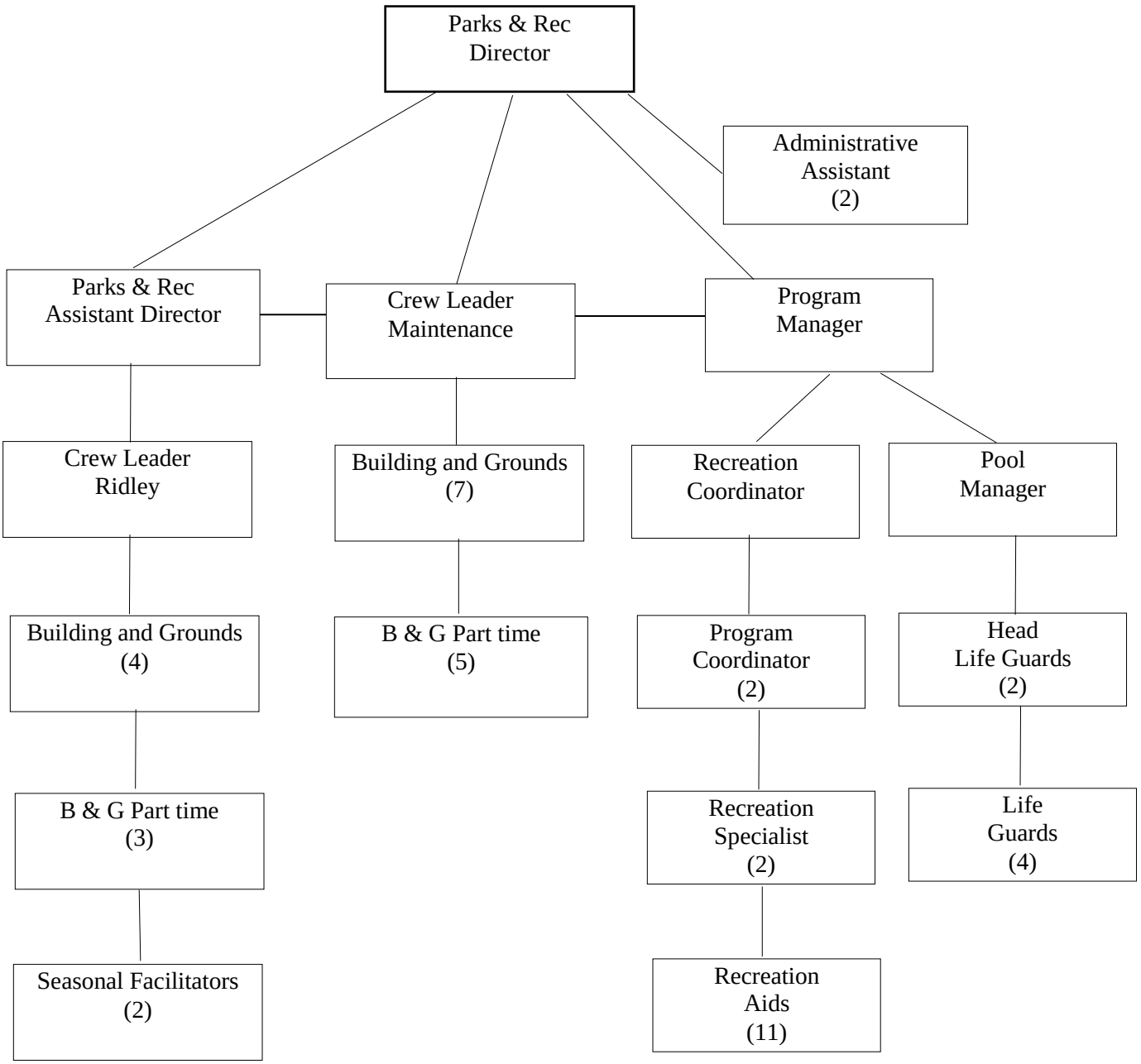
3.1.2.8 Fire Department

FIRE AND RESCUE



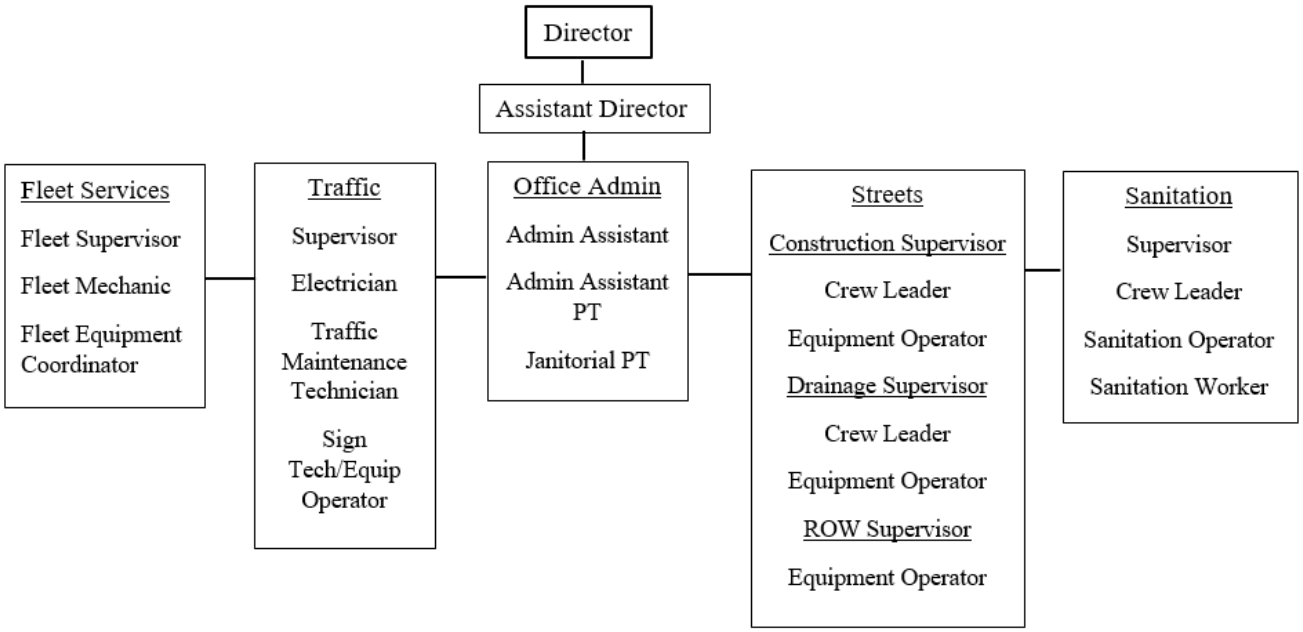
3.1.2.9 Parks and Recreation

PARKS AND RECREATION DEPARTMENT



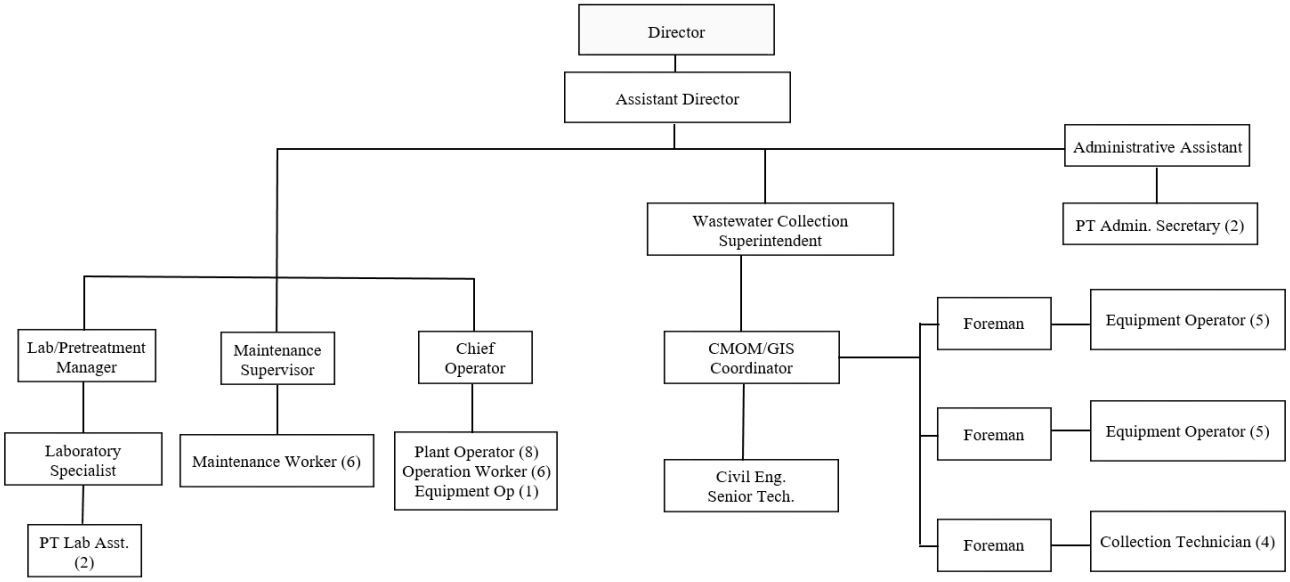
3.1.2.10 Public Works

PUBLIC WORKS DEPARTMENT



3.1.2.11 Wastewater Department

WASTEWATER



3.2 Risk Assessment

Overview

City officials and management assess risk of operations on an ongoing basis. The City has chosen to transfer the most common types of risk through the purchase of the following types of insurance:

- Property and Casualty
- Liability
- Errors and Omissions
- Worker Compensation

There are risks that cannot be anticipated or known about and as it relates to financial and compliance issues, the following assessed areas have been identified as certain risks that need to be addressed by the development of internal control policies and procedures. Internal controls will not eliminate all risk but will help reduce risk to gain reasonable assurance that reporting and compliance objectives are being met.

Objectives

1. **Collections** are complete, timely and accurate.
2. **Disbursements** are for a valid City purpose and properly recorded.
3. **Assets** are properly safeguarded.
4. City is in **compliance** with contractual, local, state and federal laws and regulations.

Risk

Objective 1

1. Collections could be lost or misappropriated.
2. Collections could be recorded improperly.
3. Collections may not be deposited in the bank and recorded timely.

3.2 Risk Assessment (Continued)

Risk

Objective 2

1. Disbursements could be unauthorized.
2. Disbursements could be for personal items.
3. Disbursements could be made for items never received.

Risk

Objective 3

1. Bank balances may be inaccurate due to failure to reconcile bank accounts.
2. Capital assets or inventory items could be missing.
3. Cash is not available when needed.
4. Inventory is not available when needed.

Risk

Objective 4

1. Grant funds could be spent for unallowable items.
2. Grant rules may not be followed which could result in having to return federal funds.
3. Federal reporting requirements were not met.

The significant areas of risk are identified above and policies and procedures will be documented in the **next section** to explain how the City plans to put internal controls in place to help reduce some of the risks associated with these areas of operations.

3.3 Control Activities

Overview

This section is where the detailed procedures will be documented. The objectives, policies and implemented procedures will be described for each of the significant areas identified in the Risk Assessment section.

3.3.1 General Collections/ACHs

Objectives

1. Collections are complete, timely and accurate.
2. Collections are safeguarded.
3. Collections should be recorded accurately and timely in the accounting system.

Policies

Objective 1

1. A receipt will be issued for each collection made.
2. Each cashier will have their own cash drawer.
3. Two people will count down cash daily.
4. Personal checks shall not be cashed from cash drawers.
5. All cash drawers will be closed out and counted daily.
6. All funds will be deposited daily.
7. Any monies collected at decentralized locations must be deposited through the City Recorder's Office.

Procedures

Procedures for policies 1-7

- The City has four (4) cashiers. All cashiers are general cashiers who collect everything. The number of cashiers employed by the City is subject to change in order to ensure that daily collection activities are carried out effectively.
- Cashiers immediately stamp all checks "for deposit only" and issue automatically numbered receipts for all collections. Receipt lists date, amount, payer, proper accounting code, cash or check and is initialed by cashier. A copy is given to every customer or retained with daily cash report.
- A general ledger/deposit report is run daily.
- Each person closes and balances their cash drawer.
- Two cashiers combine all receipts and balance to the general ledger receipt report, one counting and the other reconciling daily receipts.
- Daily cash reports are given to the Assistant City Recorder or City Recorder who makes up the bank deposits.
- Counted, reconciled deposits are taken to the bank daily in a secure bank deposit bag and deposited in the bank's deposit box or taken to the teller window.
- Daily cash reports are provided to the Finance Department.
- The Accounting Technician II responsible for Accounts Payables in the Finance Department reconciles the daily cash reports to the bank statements on a monthly basis.
- Individual receipts issued at decentralized locations (Parks & Recreation, Police Department) are turned in to the City Recorder's Office. The City Recorder's Office issues a receipt for those funds, which are submitted with the daily deposit.

Policies

Objective 2

8. All cash drawers are locked in a fireproof cabinet located in the City Recorder's Office, the office locked overnight, during closed hours.
9. Deposit bag is secured until staff counts and secures for transport to the bank.
10. At no time will cash be left out in the open unattended.
11. Employees are prohibited from co-mingling City assets with personal assets.

3.3.1 General Collections (continued)

Procedures

Procedures for policies 8-12

- The City has four (4) cashiers who collect everything.
- The number of cashiers employed by the City is subject to change in order to ensure that daily collection activities are carried out effectively.
- Each cashier is issued a separate cash drawer.
- The fire proof cabinet is unlocked each morning and locked each afternoon, also secured in a locked office, i.e., the City Recorder's Office.
- All computer passwords will be changed periodically and access to collection, adjustment, voiding and other administrative functions will be restricted and checked regularly.
- Finance Department staff will reconcile daily cash reports and bank statements on a monthly basis.
- The CFO will periodically perform surprise cash counts to ensure there are no personal checks being held in the cash drawers and to ensure the drawers are in balance.
- The CFO is the only person authorized to have computer software support change restrictions or change control levels.

Policies

Objective 3

12. Chart of accounts codes will be reviewed with cashiers on a regular basis.
13. All daily collection reports are posted to the general ledger by the City Recorder or Assistant City Recorder.
14. All accounting system updates and changes are discussed with office staff and appropriate changes made if necessary.
15. Reconciliations are performed monthly by the Finance Department.

Procedures

Procedures for polices 13-16

- All revenue codes used by the City are maintained on a secure, password protected computer. The City Recorder or Assistant City Recorder will notify the cashiers if an account code is changed or added.
- The CFO and Assistant Finance Director are the only staff authorized to add new accounts.
- The City Recorder or Assistant City Recorder post transactions daily to the general ledger.
- Management Information Systems department notifies the office staff when computer updates are scheduled.
- Staff is to report any problems to the City Recorder or Assistant City Recorder immediately.
- The Finance Department reconciles the daily deposits to the bank statements on a monthly basis.

3.3.2 General Disbursements/Drafts

Objectives

1. Disbursements are for a valid City purpose and necessary.
2. Disbursements are timely.
3. Disbursements are accurately coded and recorded in the accounting system.
4. Disbursements are legally appropriated.

Policies

Objective 1 and 2

1. The City has adopted a Purchasing Policy in compliance with state law. Various levels of authority have been assigned for accountability across City departments. Requirements based upon purchasing policy thresholds are communicated to departments along with any updates to the purchasing policy.
2. Purchasing cards are used for smaller dollar purchases and purchases authorized in the purchasing policy.
3. Direct charge invoices are reviewed and processed as received.
4. Purchase order invoices are checked against purchase orders and sent to City Hall for payment no less than every three (3) days, if not daily or every other day.
5. Checks are written no less than every two (2) weeks to ensure invoices are paid timely, though most often weekly.
6. The finance department uses a computerized accounts payable system.
7. All purchase orders are coded by purchaser and verified by the accounts payable clerk.
8. Invoices are entered in the accounts payable system weekly, though no less than every two (2) weeks.
9. The CFO reviews the accounts payable check register after the check run.

Procedures

- The City of Columbia has a Purchasing Policy and Manual that was formally adopted by the City Council and updated as needed. The policy establishes rules related to purchases based upon certain dollar thresholds. Purchases of goods or services over $4,000 but under $25,000 require preparation of a requisition with pricing and issuance of a purchase order (PO). Purchases $25,000 and over require a formal bid process and Council award. The Purchasing Agent reviews all requests for purchase orders routed to the Purchasing Agent for review and

entry into the system. All purchase orders are signed/approved by the Purchasing Agent and CFO, with the City Manager approving purchase orders between $10,000 and $25,000.

- Purchasing cards have been issued to many City staff for small purchases. Employees who receive a purchasing card are required to sign off on a Credit Card User Agreement. When monthly purchase card statements are received by departments, all substantiating documentation is attached and the employee and department head, at a minimum, sign off on the statement. The statements are then routed to the Finance Department where they are reviewed by the Accounting Technician II and then reviewed/approved by the CFO.
- Invoices under the $4,000 threshold may also be stamped for payment and coded by department staff, approved by the department head and routed to Finance for check processing. An Accounting Technician II reviews the invoices and then routes them to the CFO for review and approval prior to processing.
- Purchase order invoices are checked against purchase orders by department staff, coded for department head approval and sent to City Hall for payment as soon as possible.
- Purchase order invoices are reviewed by the Accounting Technician II in the Finance Department, who matches them to each purchase order. Invoices are posted to the front of the PO, and accounts are checked for blanket purchase orders to ensure that the authorized PO amount is not exceeded without appropriate review and approval.
- The Finance Department uses accounts payable software Local Government Corporation.
- The Accounting Technician II enters and processes invoices no less than every two (2) weeks. Accounts payable checks are processed and distributed no less than every two (2) weeks.
- The Accounting Technician II is responsible for entering invoices and processing accounts payable checks.
- All checks require three signatures. Signatures are printed on laser checks using a MICR toner that is removed when not printing payable checks.
- All checks have documentation attached at the time of signing.
- The Accounting Technician II prints checks and a second Accounting Technician II prepares envelopes and distributes checks.
- CFO and City Manager review and sign off on accounts payable check registers.
- The CFO reviews monthly expenditure reports to ensure departments are working within their established budget parameters (see Operating Budget Policies).

3.3.2.1 Payroll disbursements and payroll liabilities

Objectives

1. Disbursements are for a valid City purpose and necessary.
2. Disbursements are timely.
3. Disbursements are accurately coded and recorded in the accounting system.
4. Disbursements are legally appropriated.

Policies

1. Each employee has a personnel file that includes required information.
2. Changes in employee status should be supported by appropriate documentation.
3. Supporting documentation in the form of timesheets is used to substantiate disbursements.
4. Payroll is processed through a separate checking account which is reconciled monthly by someone different than the employee who processes payroll.
5. Additions and deletions to payroll are handled separately from timekeeping functions.
6. Payroll is processed biweekly.
7. Prior to payroll processing, the check register is reviewed by someone other than the employee processing payroll.
8. Unclaimed checks are investigated routinely.

Procedures

1. Each employee has a personnel file that includes: hiring authorization, salary history, federal withholding forms, hospital and retirement deduction information, authorization for payroll deductions and direct deposit information.
2. Personnel action forms substantiate rates of pay and accounting information so that pay may be charged to the appropriate department account.
3. The City has an automated time keeping system to report employee time for payroll processing. The Assistant Finance Director/Purchasing Agent sets up employees in the timekeeping system, which additions and changes follow from signed Personnel Action Forms from the City's Personnel Department.

4. Various levels of authority have been assigned and the department head signs off on biweekly departmental payroll.
5. Time is imported into the Payroll system by the Purchasing Agent. The Accounting Technician II receives the timesheets from the Purchasing Agent and balances hours to ensure that imported time matches the summary timesheets. Payroll edits are made by the Accounting Technician II and all hours/additional dollar amounts are balanced. The payroll register is also reviewed by the CFO and Purchasing Agent prior to submission.
6. Checks are processed by the payroll vendor and prepared for distribution by a different Accounting Technician II.
7. Unclaimed/uncashed checks are investigated promptly.

3.3.3 Investments

Objectives

1. All municipal investments must accord with an Investment Policy adopted by the Council, which shall be reviewed and updated as needed.
2. Maintaining safety of investment principal is the foremost objective of the investment program. The investments shall be undertaken in a manner that seeks to ensure the preservation of capital.
3. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
4. The investment portfolio shall be designed with the objective of attaining a reasonable rate of return, taking into account the investment risk constraints of safety and liquidity needs.

Policies

1. The investment program shall be operated in conformance with federal, state requirements, state law requiring the development of an Investment Policy.
2. This policy covers investing the financial assets of all funds with the exception of the retirement fund and the insurance fund, which are managed by the Trustees.
3. The CFO will serve as the City's Investment Officer.
4. The investment officer will determine the amount of funds available to be invested.
5. The investment officer will determine the funds to leave in the City's checking accounts based investments approved by state law and the City's policy.
6. An investment advisor may be selected.
7. A periodic review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the investment officer.
8. The investment officer will collaborate with the selected investment advisor to select the most appropriate investments while maintaining safety and liquidity at the forefront.
9. Investments shall only be made in investment vehicles that have a minimum credit rating or equivalent of a AA rating or higher or are collateralized by pledged securities at a financial institution.

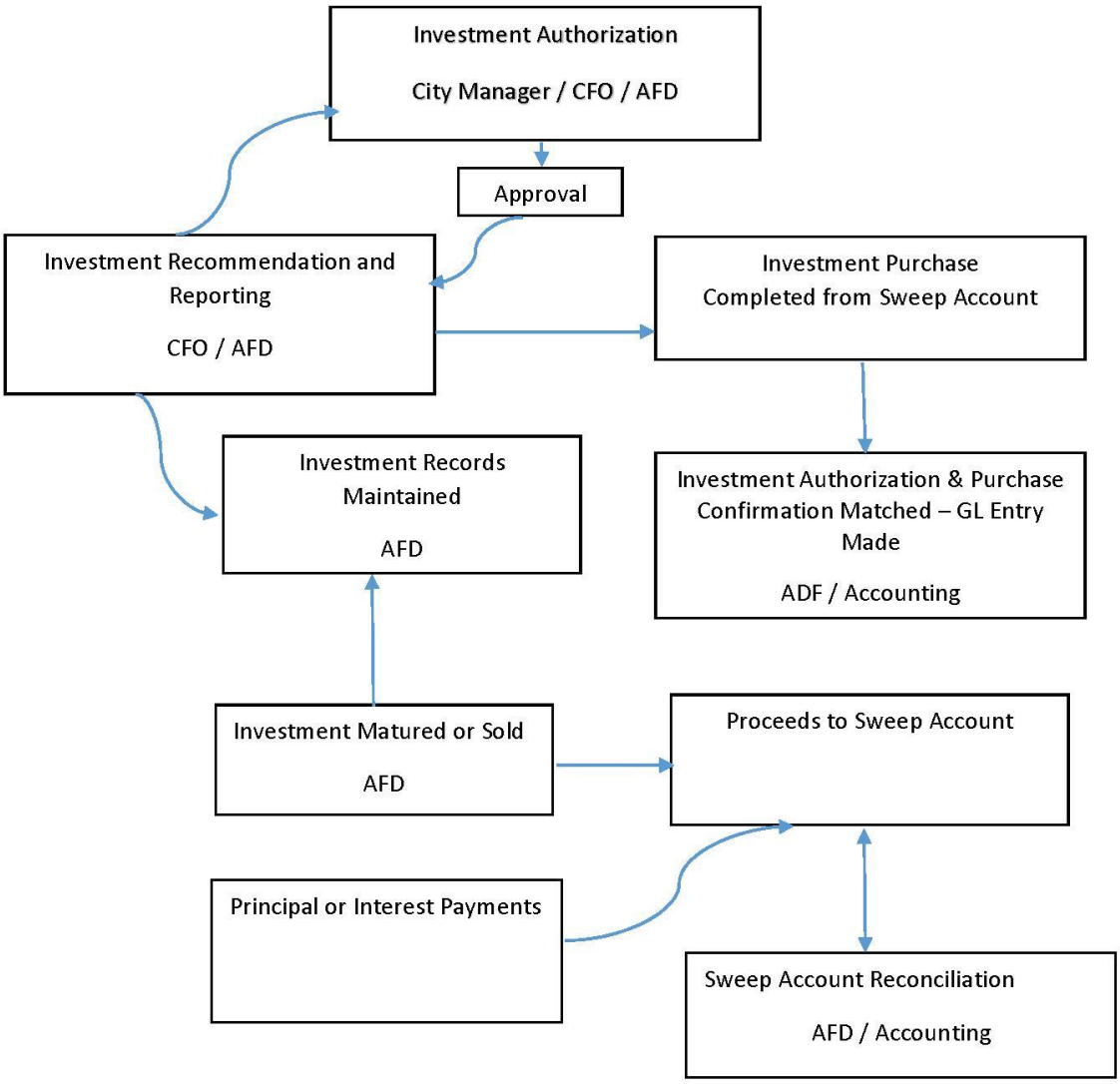
3.3.3 Investments (continued)

Procedures

Procedures for policies 1-9

- An Investment Policy has been adopted by the Council.
- Fidelity Bonds shall be required in the amount of $1,000,000.00. The Investment Officer, Assistant Finance Director (AFD) or other personnel with the ability to initiate wire transfers on behalf of the City.
- Cash Flow Schedule: An annual cash flow schedule shall be prepared as part of the City's annual budget process and shall project anticipated inflows and outflows of cash on a month basis for the upcoming fiscal year.
- The cash flow schedule shall be reviewed by the Investment Officer on a monthly basis and amended as may be required.
- Daily Cash Reporting: Cash receipts shall be deposited on a daily basis into the demand account of the appropriate fund.
- The City Recorder shall prepare and deliver a daily report all cash receipts by fund to the Investment Officer and AFD.
- Investment authorizations shall be evidenced and approved in advance by the Investment Officer.
- Authorization will at a minimum detail amount, type, maturity, interest rate, and broker/institution.
- The Investment Officer must authorize any investment with a maturity exceeding six (6) months and/or exceeding $1,000,000.00.
- Investments exceeding one (1) year in maturity and/or $5,000,000.00 requires written authorization by Investment Officer and City Manager.
- Recommendations for investment shall initiate with the AFD.
- All investment transactions shall be evidenced in writing using the appropriate and approved forms on file with the Finance Department.
- The Assistant Finance Director shall maintain a list of authorized Financial Institutions, Brokers and Dealers.
- Authorized institutions and brokers shall submit a signed acknowledgement that they have read and understand the investment policy of the City of Columbia.
- Banks and Financial Institutions shall make available on an annual basis audited financial statements, FDIC call report and list of depository contacts.
- Brokers/Dealers shall make available on an annual basis audited financial statements and documentation as a member in good standing with a national security exchange.
- The Assistant Finance Director shall prepare and deliver a written report of all investments and related activity on a calendar quarter basis to the Investment Officer.
- The Investment Officer shall make quarterly reports to City Council on all investment activity for the preceding quarter and current list of investments.
- Custodial Safekeeping: All investments shall be held in the name of the City of Columbia.
- Settlements: All trades shall be on a delivery vs payment method.

Flowchart of Investment Activities



Notes:
Assistant Finance Director (AFD)
Chief Financial Officer (CFO)

3.3.4 Safeguarding Assets

Objectives

1. Ensure City assets are properly valued and protected.
2. Ensure Cash, Accounts Receivable and other asset accounts are reconciled.
3. Ensure investments are safe and in accordance with adopted investment policy.
4. Ensure City assets are protected against loss, misappropriation or theft.
5. Ensure inventory items are available when needed for use.

Policies

1. All bank account statements (checking, savings, investments, etc.) are reconciled to the municipal general ledger accounts within 15 days of the date of the statement.
2. All bank accounts are appropriately collateralized. Any bank account balance that exceeds the FDIC coverage limit will be covered at 105% of the balance as per state statute. All bank accounts are held in financial institutions under the municipality's name.
3. All checks from any bank account requires three authorized signatures.
4. All City investments may only be made by authorized signers approved by the City Council and in accordance with *Investment Controls* on file in the City Manager's Office pursuant to the Investment Policy approved by the Council.
5. Inventory records contain enough information to readily identify corresponding capital assets. Capital assets are tagged or otherwise identified during a physical inventory that is performed annually.
6. Proper safeguards are in place to prevent theft or loss of assets.

Procedures

<u>Procedures for policies 1-6</u>

- City Recorder's Office personnel posts interest monthly using online banking printouts.
- Bank statements are received by the Assistant Finance Director for monthly reconciliation.
- Any questions are addressed with the City Recorder/CFO.
- Bank accounts are collateralized in compliance with State of Tennessee requirements.

- Bank account are held in financial institutions under the City's name with the exception of construction escrow accounts, which are established under the contractor's Tax ID number and named jointly with the contractor/City name.
- Withdrawals from any bank account require at least two signatures (purchasing card bank debit via journal entry is prepared by the Assistant Finance Director or Purchasing Agent and signed by the CFO). Payroll transfers are initiated by the Assistant Finance Director or Purchasing Agent and approved by the CFO.
- Checks require three authorized signatures.
- Investments are only made pursuant to the City's Investment Policy, which investment direction can only be signed by authorized signatories pursuant to the City's Investment Controls on file in the City Manager's Office.
- Monthly investment statements should be reviewed and signed by the CFO and Assistant Finance Director.
- Quarterly investment reports by the CFO/Investment Officer shall be made to the City Council.
- The Purchasing Agent maintains a fixed asset database with information to readily identity corresponding assets. Capital assets are tagged or otherwise identified and departments conduct biannual inventories on a staggered schedule. Items which are not located are researched and a list of assets to be removed is submitted to Council on a periodic basis in accordance with the City's purchasing policy.
- Asset disposal must be handled through the Purchasing Agent and requires Council approval per policy.

3.3.5 Compliance

Objectives

1. Ensure that state law regarding the issuance of debt is followed.
2. Ensure that state and federal grant regulations are understood and followed.

Policies

1. The City must adopt a debt management policy in accordance with state requirements.
2. The CFO is well versed on the state requirements for issuing debt.
3. Grant applications require approved of the legislative body and matching funds must be certified.
4. Ensure compliance with grant financial terms and conditions.

Procedures

Objective 1

- The City has adopted a Debt Management Policy in accordance with state requirements as well as Tax Compliance Policies for Tax Exempt Bonds.
- These policies are reviewed annually in conjunction with the budget process.
- Any changes to the policies are proposed for adoption by the City Council.
- The City has retained a financial advisor via a selection process to assist with educating and providing guidance on debt-related issues.
- The CFO attends continuing education workshops which include sessions on debt.

Objective 2

1. Receipt of grant awards must be approved by Council either upon submission or prior to entering into a contract.
2. All grants with matching requirements must be approved by the City Manager prior to submission of application.
3. At the time of acceptance, matching funds are certified by the CFO.
5. Once awarded, the CFO is to be notified of the project budget and detailed expenditure requirements of the grantor agency.
6. The CFO must be provided with the grant contract information, grant or contract numbers and whether the grant is state or federal funds.
7. Copies of any grant billings not prepared by the Finance Department must be routed to the CFO for retention.

3.4 INFORMATION AND COMMUNICATION

Overview

Management has the responsibility to adequately communicate and provide information to both internal and external parties. It is important that employees know the objectives, policies and procedures management has established and what the expectations are for internal controls. External stakeholders also seek information regarding objectives and reliable financial information.

Objectives

1. Necessary quality information for achieving the City's objectives is available and used.
2. Necessary quality information for achieving the City's objectives is internally communicated by management.
3. Necessary quality information for achieving the City's objectives is externally communicated by management.

Policies

1. Information maintained in a format should be communicated in that same format. For example, if the general ledger is maintained on computer, the monthly budget to actual reports should be provided through a computer generated report from that software package.
2. Reliable and accurate quality information from municipal internal sources must be communicated to the people who need it in a timely and useful format.
3. Because of credibility of the municipality, its governing body and its public officials are at stake whenever information is released to outside parties. Management should be confident the information being released is accurate and the release is in compliance with policies and procedures.

Procedures

Procedures for policy 1

- Review and document the information requirements to achieve key objectives and address the risks of the government.
- Review and document changes that occur in the local government's objectives and the related changes in information requirements.
- Identify and evaluate the reliability and timeliness of relevant data from both internal and external sources.
- Review and evaluate whether data has been processed into quality information that allows management to make informed decisions and evaluate whether the local government is achieving its objectives

Procedures for policy 2

- Management clearly defines the lines of communication through policy manuals and organizational charts.
- Management has communicated the types of information required to achieve objectives and address risks.
- All internal control documents and related reports will be available to all staff in an appropriate method based on confidentiality and relevance to job responsibilities.
- The appropriate information delivery system has been determined (e.g. email, written memo, staff meetings, etc.) for changes and updates.
- Reports containing personally identifiable information or other protected or confidential information will be made available through communication methods that restrict internal and external access.
- Annual staff training meetings and new employee orientation, with relevant handouts and manuals, will be used to reinforce memo, email, intranet and restricted communications.

Procedures for policy 3

- A Records Policy has been developed and approved by the Council that addresses the following.
- Management should develop policies and procedures for communicating with external parties.
- Management should develop policies and procedures for evaluating the reliability of information provided to and received from external parties.
- Management should develop policies and procedures for ensuring that only authorized individuals provide information to external parties.
- Management should develop policies and procedures for ensuring that restricted information is provided only to authorized external parties.
- Management should develop policies and procedures for the redacting of information when requested under the open records statutes.

3.5 MONITORING

Overview

The internal control system changes as technology, staff, objectives and policies change. Management is charged with continually monitoring the internal control system to determine if it is operating as it was designed to do and to insure the controls are being followed.

Objectives

1. To practice activities to monitor the internal control system and evaluate the results.
2. To address deficiencies noted in the internal control system in a timely manner.

Policies

1. To ensure that internal controls do not deteriorate and continue to work as designed over time, risks will be assessed on an ongoing bases and testing conducted by management and the CFO.
2. To establish more efficient and effective operations over time.
3. To ensure accurate and reliable financial information is used in decision-making.

Procedures

Procedures for policies 1 and 2

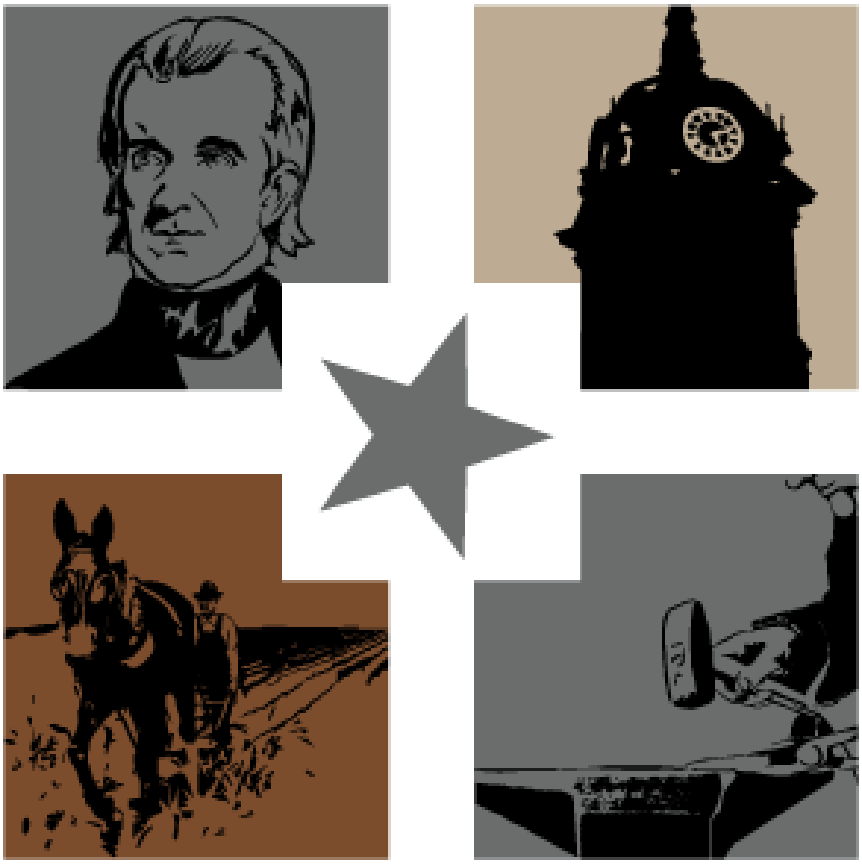
- Evaluate and document the current state of the internal control system and document the differences between the criteria of the design and the current condition of internal control, for purposes of establishing a baseline.
- Determine whether to change the design of internal control or implement corrective actions to improve the operating effectiveness of internal control for differences that exist.
- Monitor internal control through built in monitoring activities and periodic separate evaluations and document the results.
- Evaluate differences to determine if 1) changes in internal control have occurred but have not been documented, 2) internal control has not been properly implemented, or 3) internal control design changes are needed.

SUMMARY

The framework of this Internal Controls Policy Manual complies with State requirements and was created using the Green Book as guidance. City of Columbia Management has considered each section of this manual and will review annually to consider the addition of other objectives, policies and procedures as the City Council approves new policies or modifies existing policies, making changes to the City's Internal Control System necessary. Risk assessments will be conducted periodically and any findings germane to this manual proposed for consideration by the Council.

Purchasing Manual

CITY OF COLUMBIA



TENNESSEE

Something good around every corner.

Purchasing Policy and Manual
Council Adopted as
Revised on July 13, 2023

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Foreword

The purchasing policy and procedure manual for the City of Columbia has been developed to serve as a guide to procuring goods and services used by City Departments. The policies are designed to reflect applicable federal and state laws as well as local ordinances. City Council is responsible for the establishment of purchasing policy.

The procedures included herein are provided to further clarify the purchasing policy of the City. Procedures should provide guidance to departments regarding purchasing and have been designed to promote efficiencies and accountability within the purchasing process.

This manual is effective immediately upon approval by City Council and supersedes all previously issued policies, procedures, manuals, instructions or directives.

SECTION 1: INTRODUCTION

Role (1.01)

The role of purchasing is to support and enhance the mission of the City of Columbia which is to deliver excellent municipal services in a financially responsible manner. Sound purchasing policies and procedures based upon laws and high ethical standards promote public confidence and trust in government.

Purposes (1.02)

The manual sets forth the purchasing policies as established by City Council through ordinance. The manual is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities but rather prescribe basic standards to be applied in all situations. The basic standard that should always prevail is the exercise of good judgment in the use and stewardship of City resources.

The manual and purchasing policy:

- Defines the legal authority of the procurement function within the organization.
- Simplifies, clarifies, and reflects the laws governing procurement.
- Enables uniform procurement policies throughout the organization.
- Helps to build public confidence in public procurement.
- Further ensures the fair and equitable treatment of everyone who deals with the procurement system.
- Provides for increased efficiency, economy, and flexibility in public procurement activities and maximizes to the fullest extent the purchasing power of the entity.
- Fosters effective broad-based competition from all segments of the supplier community.
- Safeguards the integrity of the procurement system and protects against corruption, waste, fraud, and abuse.
- Ensures appropriate public access to contracting information.
- Fosters equal employment opportunities that are in line with legal requirements, in the policies and practices of suppliers and subcontractors wishing to do business with the entity.

The City of Columbia purchasing policy embodies the following principles:

- Centralized authority over purchases with delegation of certain purchasing responsibilities to the employee and departmental level.
- Employment of competent personnel in all aspects of purchasing.
- Purchase of materials, supplies, contractual services, and equipment to maximize to the fullest extent the purchasing value of public funds.
- Standardization of procedures and specifications.
- Consolidation of requirements into bulk purchases.
- Promotion of competitive bidding or selection.
- Inspection of goods delivered in order to enforce contractual and specification compliance.
- Centralized coordination over transfer and disposal of surplus, obsolete, and salvage goods.
- Market analysis, assuring purchases when market conditions are favorable.
- Monitoring of payments to be consistent with terms and conditions of purchase orders and contracts.
- Establishment and maintenance of business relationships with vendors.

General Policies (1.03)

1. All elected and appointed officials of the City who participate in the solicitation and approval of purchases and contracts are personally responsible for becoming familiar with and abiding by all applicable State of Tennessee Statutes, City of Columbia Ordinances, and Purchasing policies and procedures in this manual, governing such activities.
2. City officials should endeavor to receive maximum value for the public dollar and to purchase in the best interest of the City.
3. The City Manager is designated purchasing agent for the City per City Charter 5.02
4. To assist in the performance of these duties, the City Manager may designate an authorized purchasing agent for the City. It is his/her responsibility to provide leadership in all purchasing and contracting activities for the City.
5. It is the Purchasing Agent's responsibility with concurrence of the City Manager to develop and maintain a purchasing manual consistent with the City Purchasing Policy which shall provide for rules, regulations, and procedures for the internal management and purchasing function within the City.
6. The Purchasing Agent shall supervise the procurement of all supplies, services, or other items as needed by the City; and sell, trade, donate, destroy, transfer, or otherwise dispose of surplus property as approved by the City Council.

7. All qualified bidders shall be afforded equal opportunities to quote and will compete on equal terms.
8. Awards shall be made for bids and quotes that provide the best value to the City, taking into consideration the vendor's skill, business judgment, experience, facilities to carry out the contract and previous work and financial ability. The City reserves the right to waive minor irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City.
9. The City Council reserves unto itself the final approval of all purchases that equals or exceeds $25,000.00. The Mayor shall sign all contract and agreements.
10. It is the intent of the City to buy from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving maximum service. New sources of supply shall be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.
11. The City shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the City. To accomplish this, purchasing activities shall be conducted so the vendors will value the City's business and will make every effort to furnish its requirements on the basis of quality, service and price.
12. Individuals engaged in purchasing shall promote constructive competition by constantly seeking new bidders, obtaining bids consistent with the provisions of this manual and developing more than one active source of supply for various products and services.
13. Acceptance of money, gifts, gratuity, other consideration or favors of any kind by any employee or official from anyone other than the City is prohibited. Officials and employees shall not become obligated to any vendor and must not conclude any City transaction from which they may personally benefit. Reference Section 13 of this manual.

SECTION 2: DUTIES & RESPONSIBILITIES

Purchasing Agent (2.01)

The Purchasing Agent works under the direction and control of the Chief Financial Officer, herein referred to as Finance Director. The Purchasing Agent shall serve as the public purchasing official for the City and shall be responsible for the procurement of all supplies and services in accordance with the rules and regulations set forth in the City's Purchasing Manual.

Function (2.02)

1. Develop purchasing objectives, policies, programs and procedures for the acquisition of materials, equipment, supplies, and services.
2. Coordinate and supervise purchasing of all user departments.
3. Provide purchasing assistance to all user departments.
4. Consolidate the purchase of like or common items or services.
5. Prepare and /or drafts all specifications for formal bids.
6. Provide administration for the City Procurement Card program.
7. Ensure all purchases are made as per Federal and State laws and City policy.
8. Resolve, monitor and negotiate contract disputes regarding contract compliance.
9. Request and/or assist with audit of departments for compliance of City purchasing policy.
10. Maintain accurate records of City owned assets and provide for a regular inventory of capitalized assets.
11. Have the authority to waive inconsistencies and irregularities in the bid process in purchases less than $50,000.00 , with concurrence of the City Manager
12. Act so as to procure for the City all tax exemptions to which it is entitled
13. Have the authority to declare vendors who default on their quotations irresponsible bidders and to disqualify them for receiving any business from the City for a stated period of time, with concurrence of the City Manager
14. Delegate purchasing authority to departments in accordance with applicable rules and regulations as set out in the purchasing manual.
15. Approve or reject purchases made by various departments consistent with purchasing manual rules and regulations.
16. Provide contract administration.
17. Prescribe and maintain such forms reasonably necessary to the operation of this article.

Objectives (2.03)

1. To know and become acquainted with the needs of all departments.
2. To procure a product or service that will meet the department's requirements and is the best value to the City.
3. To know the sources and availability of needed products.
4. To write manuals, provide training, and be a source of information to all departments in meeting their purchasing needs.
5. To maintain good vendor relations.
6. To inform department staffs of market changes, new products and other such factors.
7. To assist with the understanding of sound purchasing policy and procedures throughout all departments of the City.
8. To exchange ideas and information with other public purchasing agencies in an effort to solve common problems.
9. To develop standardized specifications for use by all departments, improve the purchasing practices, and apply them when feasible.
10. To understand legal procurement laws and ensure purchasing personnel comply.

Relations with City Departments (2.04)

The Purchasing Agent shall establish and maintain communication with City departments in order to meet their purchasing requirements.

Requesting Department's Responsibilities (2.05)

1. Initiate purchase request, as outlined in this Purchasing Manual, allowing sufficient lead time for the Purchasing Agent to process the order and the vendor to deliver goods or services.
2. Inform and train department staff in the City's purchasing policies as outlined in the Purchasing and P-Card manuals and help insure that all policies are followed.
3. Communicate needs for supplies, equipment, services and materials to the Purchasing Agent with sufficient lead time so that procurements can be made using applicable purchasing manual procedures.
4. Utilize effective material requirements planning to maximize efficiency in the City procurement
5. Prepare clear and unrestrictive technical specifications or functional requirements when needed for products or services.

6. Review bid tabulation sheets or submitted proposals and inform the Purchasing Agent of the department's recommendations for award.
7. Send proper documentation to waive competitive bidding when declaring sole/single source procurement.
8. Promptly inform the Purchasing Agent of any contract compliance issues.
9. Inspect or supervise the inspection of materials, supplies, services and equipment delivered in order to determine that quality and quantity conform to specifications as requested by the Purchasing Agent
10. Endeavor to obtain as full and open competition as possible on all procurement or public improvement projects
11. Prepare standards and written specifications goods, services, professional services and public improvement projects as may be used by the department;
12. Review and approve all request for proposals and request for qualifications for professional and other services within the scope of the Director's authority.
13. Be bound by all purchasing principles, policies and ethical standards as set forth within this manual.

Finance Director (2.06)

The Finance Director, under the direction and control of the City Manager, shall have the authority to approve and certify for payment any accounts or claims against the City which are less than $50,000.00 provided those claims are properly evidenced, follow the purchasing procedures as outlined herein, and otherwise comply with all laws, ordinances or policies of the City.

Disciplinary Action for Violations (2.07)

When a Purchasing Policy, Manual or Ordinance violation is discovered, the Purchasing Agent will investigate the surrounding circumstances and provide findings to the Finance Director, Department Head, and Department Liaison. Continuous violations of the established Purchasing Policies, Procedures and Ordinance may result in disciplinary consequences ranging from the revocation of purchasing authority or financial software use to a recommendation for more severe action to be determined by the City Manager. Continuous violations of the Purchasing Policy, Manual or Ordinance may lead to disciplinary action up to and including termination as well as criminal prosecution depending on the nature of the volition. The Finance Director, in coordination with Human Resources, will notify the Department Head and City Manager of any violations of the Purchasing Policy, Manual or Ordinance wherein disciplinary action may be warranted.

SECTION 3: PURCHASING METHODS

Petty Cash (3.01)

Petty cash may be used for small dollar purchases but limited to those situations where credit card use is not permitted or credit card usage incurs a fee or payment is required prior to service being rendered or invoice will not be issued. Petty Cash Receipt forms are available on the City Web site under the Finance Departments. Petty cash should be used very infrequently since most vendors will invoice the City

1. Petty Cash Funds may be established in an amount not to exceed $200.00.
2. Petty Cash Funds are authorized for City Recorder, Police and Parks and Recreation departments and shall be maintained by the respective Directors of those departments.
3. All petty cash accounts shall be:
    a. Properly secured and stored
    b. Accessed for authorized expenditures only
    c. Properly documented with itemized receipts for all expenditures
    d. Routinely funded so that a proper cash balance is maintained
    e. Periodically audited
4. Uses of petty cash:
    a. An individual expenditure is limited to $50 without prior approval of the Department Director responsible for the respective fund
    b. The fund shall not be used to cash personal checks nor shall it be used for a personal loan.
    c. All expenditures must be properly documented with either a third party invoice and/ or petty cash receipt. All documentation shall be sufficient in detail to describe date, amount, description of transactions and accounting codes to which the transaction shall be charged.
    d. Advances may be made from petty cash funds only with prior approval of the Department Director in charge of the respective fund and must be properly documented within 24 hours of the advance.

Procurement Card (3.02)

A Procurement Card (P-card) is intended for use by an employee that has a frequent and recurring need to purchase small dollar supplies and services consistent with purchasing policy of the City. The P-card program is designed to improve efficiency in processing purchases from any supplier that accepts the credit card. Purchases can be completed with suppliers over the phone, fax, Internet, mail, or in person. All P-card purchases shall follow other provisions and procedures prescribed in this Policy. The P-card program is administered by the Purchasing Agent.

The City may also utilize a Fuel Card program designed to allow employees or drivers to purchase fuel for City vehicles or the piece of equipment using the Fuel Card. The Fuel Card, either assigned to an individual employee or a vehicle, may be used for the purchase of fuel only at approved merchant locations. The Fuel Card program is administered by the Purchasing Agent.

The Finance Director, Assistant Finance Director or Purchasing Agent may use P-cards in such cases as purchasing large dollar or one-time approved purchases when the use of a P-card provides increased efficiency or administrative expediency in procuring goods and services for City departments. Such purchases by P-card shall be limited to Category 1-3 purchases. Category 3 purchases made by P-card over $8,000 requires approval of the Finance Director and those between $20,000 and under $50,000 require approval by the Finance Director and City Manager.

Direct Charge (3.03)

An invoice which has been stamped, approved by the Department Director and submitted to the Finance Department may be paid as a direct charge provided that:

1. The purchase is under the threshold requiring a purchase order
2. Cannot be made using a purchasing card.

Purchase Requisition (3.04)

A Purchase Requisition (PR) is a form requesting permission to purchase goods or services where the total purchase price exceeds the purchasing threshold described in Section 4.01 as a category 2 or higher purchase. This, however, is not a document which can be used to actually purchase goods or services. PRs are only requests for Purchase Orders to be issued. Reference Section 5.01.

Purchase / Blanket Order (3.05)

A Standard Purchase Order (PO) or Blanket Purchase Order (BO) is an agreement between to the City and Vendor in which the City agrees to purchase the goods or services described on the purchase order and the vendor agrees to supply if accepted by the vendor. Purchase Orders can be thought of as a contract between the City and the vendor and as such has legal implications when properly authorized and approved. Purchase orders are issued by the Purchasing Agent after receipt and acceptance of a purchase requisition. Purchase orders encumber department funds. A PO is the result of an authorized and approved PR. Reference Section 5 of this manual.

Blanket orders, while similar to purchase orders, are issued to cover future purchases of known items but in unknown or projected quantities. Blanket orders have fixed or negotiated unit prices. Blanket orders do not guarantee the purchase of any specific quantities.

Emergency Purchase (3.06)

An "Emergency" is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to health, welfare, safety or significant disruption of the operations of a department that can only be rectified by immediate purchase of equipment, supplies, materials, or services. An "emergency purchase" must fit the circumstances noted above and requires such competition as is practicable under the circumstance. Poor planning and inadequate management are not "emergencies" and cannot be treated as such. Purchases of this nature may be expedited, but still do not justify "emergency" status. Reference Section 5.04. The City Manager shall be notified and approve all emergency purchases.

Internet Purchase (3.07)

To protect the assets of the City, it is important to use caution when purchasing goods or services over the Internet. If payment must be made by use of a Procurement Card, extreme care is to be exercised to ensure the vendor is legitimate and the user understands the return policy in case the goods do not meet their demand.

Price Quotes (3.08)

With the exceptions of purchases exempt from competitive bids, as detailed in Section 7.06, all purchases between $8,000.00 and $50,000.00 (Category 3) require the opportunity for competition be given by solicitation of competent vendors. Competitive quotations are to be obtained by the requisitioning department for Category 3 purchases. A minimum of three (3) written or faxed quotations should be obtained for all such purchases. If less than three (3) quotes are received then the user must offer a written explanation for a lack of three 3 quotes. A copy of each competitive quotation and the specification upon which quotes were solicited should be attached to the submitted Purchase Requisition.

Formal Quotes (3.09)

With the exceptions of purchases exempt from competitive bids, as detailed in Section 7.05, all purchases that equal or exceed $50,000.00 (Categories 4) require the opportunity for competition, through formal quote solicitation conducted or supervised by the Purchasing Agent.

Sealed Bid (ITB) (3.10)

This method for purchasing goods and/or supplies that that equal or exceed $50,000.00 is the most preferred formal bid method and is used when specifications are clear and pricing is the main focus. Reference Section 7.01 of this manual. Sealed bids allow a maximum degree of competition among a number of suppliers offering similar products. As a result, prices obtained are generally considerably lower than standard "list" pricing. Sealed bids require considerable effort in the preparation of their terms, conditions, and specifications.

Sealed Proposal (RFP) (3.11)

This formal method of procurement of goods, services and/or supplies that that equal or exceed $50,000.00 is used when competitive sealed bidding (ITB) is not practical. Reference Section 7.04. Formal proposals differ from formal bids in the nature of their intent. Bids will usually supply, in detail, the nature and specifications of the goods or services desired. The requesting department has generally provided this data. Proposals, however, will specify the nature of a requirement that needs to be met or function/use to which the purchase must meet. Often, the means of satisfying this requirement is unknown to the requesting department. Therefore, the Purchasing Division will request that vendors submit

their proposals for accomplishing a specific goal. These proposals will be diverse relative to approach, means, and cost.

Formal proposals are best used when the objective is vague or lacking in details; or when the vendor's knowledge of his field may provide innovative and economical solutions. Evaluation criteria must be included in the proposal.

Acquisition of Professional Services (3.12)

Contracts for professional services are exempt from competitive bidding. Professional services and the process for procurement are described in Section 10.

State Contracts and Other Government Agency Contracts (3.13)

State, Government Agency, and Organizations may have entered into contracts that have already been competitively bid and awarded with the understanding that other governmental entities may purchase the items bid under the same terms and conditions as prescribed in the solicitation of the originating government. This method of purchase is commonly known as interlocal purchasing agreement or "piggybacking", and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid. Reference Section 7.06 of this manual.

The following documentation must be provided to the Purchasing Agent in order to use another political entity's awarded contract.

1. State of Tennessee Contract Number. If the contract has fixed unit prices, no additional information is needed. If the contract is a percent discount from list, a copy of the original manufacturer's list price is also required. This will usually be in the form of a published price list. If requesting only to utilize some of the items on the contract, only the pages with those prices are required.
2. Contracts from other Political Entities Provide the following:
    a. Complete copy of the original solicitation.
    b. Tabulation of all solicitation responses.
    c. Copy of the award letter/memo/agenda item by the political entity to the awarded vendor.
    d. Complete copy of the vendor's proposal.
    e. Contract if applicable.

With the exception of State of Tennessee contract items, all other cooperative purchasing, piggyback or interlocal agreements must be approved by City Council by resolution prior to making any purchase. See TCA 12-3-1205.

Sole Source/Sole Provider Purchase (3.14)

Sole source or a single source purchase is defined as being noncompetitive in price or availability and may be exempt from the competitive solicitation requirements. Examples might be purchasing from a manufacturer's sole sales agency or purchase of a particular brand of computer equipment because it is exclusively compatible with the network computer. Reference Section 7.06 of this manual. Caution should be exercised when requesting "sole source" approval for a purchase. In many cases, other sources do exist for a given item, and these must be investigated by the using department and/or Purchasing Agent before committing to "Sole Source." The Purchasing Agent will review all sole source requests prior to further processing.

The department must provide documentation from the manufacturer proving sole source status.

Construction Management Services (3.15)

For local construction projects or additions to existing buildings, a construction management agent or advisory services or construction at-risk services may be contracted. Construction management services may be performs by a qualified person licensed under the Contractors Licensing Act of 1994 or by a licensed architect or engineer. Construction management services are to be procured for each project through a RFP done by the Purchasing Agent. RFPs will indicate the service requirements and the factors used for evaluating the proposals. City employees may perform work on this project and may include the coordination and oversight of this work as part of the services of a construction manager agent or advisor. All construction work under the coordination and oversight of the construction manager shall be procured though competitive bid.

SECTION 4: GENERAL GUIDELINES

This section provides an introduction to the general policy, guidelines, and/or rules for the purchasing process. Subsequent sections provide those procedures and methods to be utilized to carry out this policy. The City Manager, as authorized by the City Council, has delegated to the Purchasing Agent the authority to procure materials and services for the City of Columbia that are within the guidelines set forth by the City Council.

Purchasing Categories (4.01)

1. The purchase process is controlled by two components:
    a. Established policy dollar amount.
    b. Approving authority.
    Dollar limit categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase approval thresholds apply to the established level of approving authority *(i.e. Department Director, Purchasing Manager, City Manager, or City Council).* Purchase approval applies to all Financial Services forms including Purchase Requisitions, Check Requests, Purchasing Cards, and all Petty Cash.

2. Purchases made with federal funds have specific purchasing thresholds which are different from those presented below. See Section 15.

3. Purchasing Thresholds are as follows:
    a. <u>Category 1 - Purchases of $0.01 to $100.00</u>
        - Types of Purchase: Petty Cash *($100.00 maximum),* Procurement Card.
        - Quote Requirement: Telephone, fax, Internet, or in-person quotation suggested.
        - Approval: Department Director, employee with City issued credit card with sufficient limit.
        - Purchase Requisition and Purchase Order – **Not required**.

b. Category 2 - Purchases of $100.01 to $8,000.00
   - Types of Purchase: Procurement Card, or Direct Charge.
   - Quote Requirement: Telephone, fax, Internet, or in-person quotation suggested.
   - Approval: Department Director, employee with City issued credit card with sufficient limit.
   - Purchase Requisition and Purchase Order – **Not required**.

c. Category 3 – Purchases of $8,000.01 to $49,999.99
   - Types of Purchase: Procurement Card *(for designated employees with sufficient credit limit only)* or Purchase Order.
   - Quote Requirement: Minimum of three (3) written quotes shall be obtained by the using department or division.
   - Approval: Department Director and Purchasing Agent.
   - Purchase Requisition and Purchase Order – **Required.**

   Notes: Quotations are to include delivery charges and time frame for that delivery. Written quotations must be submitted with Purchase Requisition. The Purchasing Agent reserves the right to verify quotations and pricing information, and check to determine whether delivery charges have been included, and/or seek further competition.

d. Category 4 – Purchases equal to or greater than $50,000.00
   - Types of Purchase: Purchase Order.
   - Bid Requirement: Formal bid solicitation utilizing one of the authorized solicitation methods.
   - Approval: City Council or City Manager, if emergency purchase – **Required.**

4. Purchases over $49,999.99 must be approved and awarded by City Council. An analysis of all bids or proposals received and recommendation for award is required. The department, in lieu of preparing a formal analysis and recommendation, may agree to concur with the Purchasing Agent's analysis and recommendation. The Purchasing Agent will then prepare an Agenda Item for City Council and route for departmental approval and financial certification. Note: Purchasing Agent reserves the right to process Category 3 acquisitions as a formal bid or proposal (rather than as a formal quote) when it best serves the needs of the City. Council award or approval takes place only during regular Council meetings on the second Thursday evenings of each month (unless otherwise cancelled). It is essential that the Agenda Item recommendations be processed and submitted on a timely basis to avoid unnecessary delays. To this end, all items to be prepared and submitted to Civic Web in accordance with the annual agenda and meeting schedule. A

Council Meeting Agenda Preparation Schedule is issued by the City Manager's office for each calendar year and is available on the City employee's website.

5. Category 5 – Emergency Purchases
   Types of Purchase: Procurement Card, or Purchase Order
   Quote Requirement: Telephone, fax, Internet, or in-person quotation suggested
   Approval: City Manager and ratification by City Council if Category 4 limits are applicable
   Purchase Requisition and Purchase Order – Required if the purchase is a category 3 or higher purchase.

Unauthorized Purchases (4.02)

Except for emergencies or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without authorization as described within this manual. No representative of the City shall enter into a verbal agreement or make any arrangements until final approval is granted. In the event than an unauthorized purchase is made, the following may apply: (1) such purchases are void and not considered an obligation of the City, and (2) the person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

No employee may purchase City property for his/her own personal use unless it is purchased through the City's public auction or through the sealed bid procedures of the City. This includes new and used equipment, materials, or supplies. No employee may use the purchase power or tax exempt status of the City of Columbia to make private purchases; in addition, employees should not have private purchases sent to the City C.O.D. to be paid for by the employee.

Prohibition against Subdivision (4.03)

No contract or purchase shall be subdivided to avoid the requirements of the Purchasing Manual. Delegated procurement authority is based on the total cost of goods and/or service. Splitting an order so that the total cost is within one's spending authority is prohibited.

Tax Exempt Status (4.04)

The City of Columbia is exempt from Federal, State, and Local taxes except in certain prescribed cases. An exemption certification is available from the Finance Department or Purchasing Agent and should be furnished to any of the City's suppliers so as to ensure that no sales taxes are applied to purchases of all goods and services procured on the City's behalf. It is the responsibility of the purchaser to ensure that all purchases take advantage of the City's tax exempt status. Failure to procure goods and services on a tax exempt basis constitutes a violation of the Purchasing Policy and Ordinance and may be subject to revocation of purchasing privileges as well as disciplinary action as specified in Section 2.07.

SECTION 5: PURCHASE REQUISITIONS / ORDERS

Purchase Requisition (5.01)

A role of City Purchasing is to meet valid needs for materials, goods, services, construction, and equipment by providing the right products or services in the right quantity, at the right price, at the right time, and at the right place. To accomplish this, it is necessary for the various departments to inform the Purchasing Agent of their requirements by the preparation of a Purchase Requisition (PR). The Purchase Requisition serves to inform the Purchasing Agent of the needs of a specific user department and to correctly define the material or service requested. The requisition is not an order, but merely the request for Purchasing to procure the item(s) or service(s) in accordance with established City purchasing policies and procedures. The procedures that are set forth in this manual have been established as a tool used by Purchasing for the processing of all requisitions. The Purchase Requisition will begin with the issuing department.

1. When Prepared - The requesting department should anticipate their requirements and submit requisitions allowing ample time for Purchasing to complete action to secure the items needed at the time required. Rush or emergency orders shall be authorized on a case-by-case basis to avoid additional costs affiliated with expediting delivery.

2. Who Prepared - A Purchase Requisition shall originate in the using department at the level where the purchase is to be used and proceed to the Purchasing Agent after receiving approval of the Department Director.

3. Data Entry of Requisition - A properly prepared requisition must, at a minimum, contain the information listed below:
    a. Department/Location/ Date– Fill in your department name, date in the appropriate blanks.
    b. Vendors – Enter the vendors and identifying information from which bids were obtained in the columns provided.
    c. Ship to – Shipment will be to the main department location unless otherwise indicated on the requisition.
    d. Method/Terms – Enter shipping FOB term.
    e. Quantity – Defaults as 1, but can be changed to the number of units being requested.
    f. UOM – The unit of measure for the item. Typical is EACH, LB, FOOT, SUM, etc.

g. Unit Price – Include the unit price or extended price, which may be a "quote" price received.
h. Extended Price – Quantity x Unit Price
i. Freight – Enter a freight cost, if needed.
j. Description – Give a precise description of the specifications of the item or service desired i.e. size, dimensions, type, weight, construction of item and/or equipment, and other pertinent information. If applicable, provide a manufacturer's brand name and model for the purpose of establishing a standard of quality. If the purchase is of a technical nature, specifications should accompany the requisition. If the item cannot be described, except with a great amount of detail, a brief description should be given, followed by the trade name or model number of an acceptable item or "equal." Indicate if the item is known to be on GSA (Federal), State or other contracts and note the contract number.
k. Account Number – Indicate the expenditure code of your department. Particular attention should be given to coding the appropriate account. Where multiple account numbers are utilized, please provide Purchasing with a dollar allocation in lieu of percentage allocation.

4. Release of Requisition - Once the requisition has been completed, it will require Department Director approval. The requisition is then forwarded to the Purchasing Agent for review.
    a. Purchasing Agent will review the requisition to determine if it is properly prepared, has the required account codes, budget, quotes, approvals, and adequate description. If information is incomplete the requisition will be rejected.
    b. A Purchase Requisition may be corrected by the Purchasing staff or rejected and returned to the issuing department for any one of the following reasons:
        - Lack of proper signature.
        - Lack of proper support documents (written quotes, sole source justification, or "piggyback" verification).
        - Unauthorized purchase.
        - Incorrect account numbers have been used.
        - Improper vendor selected.
        - Insufficient account balance available.
        - Insufficient budget approval for capital items.
        - Contract number and/or start and end date not shown.
        - Vague or incomplete description.

- Unit price discrepancy.
- Other reasons not stated above.

3. Once review and authorizations are completed, the Purchasing Division will encumber the funds. The Purchase Requisition is then converted to a Purchase Order and sent back to the requesting department. The requesting department shall then be responsible for placing the order, forwarding the original (white) copy of the purchase order to the vendor as may be required.

Standard Purchase Order (5.02)

1. Purpose - The Standard Purchase Order, a/k/a "Regular Purchase Order" or "Normal Purchase Order" is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services of $8,000.00 or more.

2. When Issued - A Standard Purchase Order shall be issued by the Purchasing Agent only against Purchase Requisitions approved by a Department Director.

3. How to Prepare - The Standard Purchase Order is prepared from the requisition and shall be written so that it is concise and clear. This will prevent unnecessary misunderstandings and correspondence with vendors.

4. Routing of Standard Purchase Order - The Purchase Order shall be printed and disbursed as below:
    a. Vendor Copy (White) – hard copy may be mailed directly to vendor by the Purchasing Agent or returned to department for mailing.
    b. Department Copy (Canary Yellow) – sent to requisitioning department for departmental record
    c. Purchasing Copy (Pink) – retained by the Purchasing Agent.
    d. Accounts Payable (Goldenrod) – sent to accounts payable

Blanket Purchase Order (5.03)

1. Purpose - Blanket Purchase Orders (BPOs) are used throughout the City for the purchase of small dollar repetitively purchased items where the exact quantity needed is not identified at the time the BPO is issued. BPOs reduce the quantity of paperwork and decentralize the ordering of materials and/or services on a day-to-day basis.

2. When Used - A blanket purchase order is issued to a vendor, against which multiple purchases may be made for a specific period of time, often establishing fixed price, term, and other conditions. Similar to a Standard Purchase Order, City department funds are encumbered upon the establishment and issuance of the BPO. A Blanket Purchase Order is also useful for repeated purchases of the same type of commodity item or service by a department. This eliminates the need for department submittal of multiple Standard Purchase Orders - issuing a single Purchase Requisition for a Blanket Purchase Order.

3. How to Prepare
    a. The Blanket Purchase Order is prepared from a purchase requisition and shall be written so that it is concise and clear. This will prevent unnecessary misunderstandings and correspondence with vendors. At a minimum, the Purchase Requisition should contain:
        - Items or types of items authorized for purchase.
        - Item prices (when available) or total purchase order amount.
        - Specified term.
        - Name of the user.
    b. If a using department plans to only issue one or two purchases from the BPO over a specified time period (term), then a Standard Purchase Order should be used for each purchase instead.
    c. A single purchase transaction is the total cost for that transaction and includes all associated components *(i.e. shipping, delivery, etc).* A single transaction cannot exceed $8,000 unless:
        - Pricing is based on written quote, bid or contract pricing from the City of Columbia or another governmental entity – "piggyback" purchase
        - The purchase is sole source, waiving the competitive bid process. The rule of thumb is that a purchase exceeding $8,000, other than the above, requires, at a minimum, three (3) written quotes. Such a purchase should then be processed as Section 5 - Page 5 a Standard Purchase Order instead.
    e. A Blanket Purchase Requisition equal to or exceeding $50,000 requires City Council approval. The issuance of a Blanket Purchase Requisition subsequent to an approved or awarded contract does not require additional approval; however, the blanket terms must be in accordance with the terms of the pre-approved or pre-awarded contract.
    Note: Multiple Blanket Purchase Requisitions shall not be issued to circumvent the approval process.

4. Routing of Blanket Purchase Order - The Blanket Order shall be printed disbursed in the same manner as a standard purchase order.

5. How to Use
    a. Users shall not receive goods or services from a submitted BPO Requisition until approved by Purchasing and a BPO number is assigned.
    b. Using departments should make timely and calculated preparations for completing BPO purchases at each fiscal year end, to avoid the unnecessary encumbrance of funds. All BPOs will typically be closed at the end of the fiscal year and a new Blanket Purchase Requisition entered and submitted to Purchasing for the next fiscal year.
    c. Purchasing Agent and/or the Finance Director will conduct period reviews of the use of BPOs by the user departments to determine if the scope and intent of the BPO process is being followed.

Emergency Purchase Order (5.04)

1. Purpose - An "Emergency" is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to public health, welfare, safety, or significant disruption of operations of a department that can only be rectified by immediate purchase of equipment, supplies, materials, or services.

2. When Issued - An emergency purchase may be made without competitive bidding when time is of the essence, and only for the following reasons:
    a. To preserve or protect life, health, or property; or
    b. Upon natural disaster; or
    c. To forestall a shutdown of essential public services.

    Since emergency purchases do not normally provide the City an opportunity to obtain competitive quotes or properly encumber committed funds, sound judgment shall be used in keeping such orders to an absolute minimum.

3. How to Prepare - An "emergency purchase" must fit the circumstances noted above and requires such competition as is practicable under the circumstance.
    a. The following requirements shall apply:

- The Purchasing Division shall be contacted as soon as possible for an advanced Purchase Order number, which may be given verbally, to cover the emergency transaction.
- A completed Purchase Requisition shall be submitted to Purchasing within two (2) working days, or as soon as the information is available. All Purchase Requisitions for emergency purchases shall be signed by the appropriate Department Director.
- A Department Director often makes true emergency purchases on weekends, holidays, or after hours. The Director or his designee may make emergency purchases when he/she has determined circumstances require immediate requisition of goods or services and after consultation with and approval by the City Manager.

b. Documentation explaining the circumstances and nature of the emergency purchase shall be submitted by the appropriate Department Director as follows:
   - Emergency purchases between $8,000.00 and $50,000 (Category 3) - Process as Purchase Requisition, referencing "Emergency" in the body of the PR and providing complete backup documents, and any obtained quotations. The City Manager shall approve,
   - Emergency purchases that exceed $50,000.00 (Category 4) - Process as Purchase Requisition, referencing "Emergency" in the body of the PR and providing complete backup documents. The City Manager must request City Council approval.
   - If the emergency purchase causes any budget line to exceed the approved budget, it shall be the responsibility of the requesting department to obtain approval for transfer to cover the purchase.

4. Routing of Emergency Purchase Order - The Emergency Purchase Order shall be printed and routed in the same manner as a standard purchase order.

Purchase Order Exceptions (5.05)

1. PO Exceptions - In accordance with the Purchasing Ordinance, the provisions of this policy do not apply to the following instances or procurements:
   a. Utilities including gas, electric, water, sewer and landline and wireless phone services. Type 1 exceptions may only be paid after the Finance Director has reviewed the bill for accuracy and validity prior to payment.

b. Goods or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel. Type 2 exceptions may only be paid out according to the State Comptroller's Confidential Drug Funds Manual.

Purchase Order Changes or Cancellation (5.06)

1. PO Changes - Whenever a change of any kind on the original order is requested, the actual change is made by submitting a Change Order Request Form to Purchasing. This form should be filled out completely, approved by the originating department, and sent to the Purchasing Agent for authorization and processing. After the change has been completed, the purchase order is reprinted with a notation of the change and the date completed on the purchase order face. The reprinted purchase order follows the same disbursement as the purchase order. Reference Section 6 of this manual.

2. Cancellation - If the requisitioning department requests to cancel an order, department staff should notify the vendor as soon as possible. Department Staff will also send an approved Change Order Request Form marked Cancel, with the reason for that cancellation properly noted, to the Purchasing Agent. The Purchasing Agent will process the cancellation. Reference Section 6.

Receiving, Inspection, and Testing (5.07)

1. Receiving and Inspecting - The PO face identifies the location or department the materials and/or supplies are to be delivered. It is the responsibility of the using department to:
    a. Receive product by checking the shipment upon delivery for possible shipping damage, matching quantity and description to the Purchase Order. The following are steps to take when receiving material:
        - Verify the count. If there is a shipping discrepancy, note shortage on both shipper's and deliverer's copies of the receipt.
        - Check for visible damage. Note on all receipts.
        - Check for concealed damage – make note of broken or crushed containers.
        - In signing a delivery receipt add "except for concealed damage, if any."
        - Notify carrier in writing of any damage found and request an inspection.

- If you do not have time to verify delivery immediately upon receipt, please sign delivery ticket and include "delivery not checked for accuracy or damage."

b. After determining that there is no damage and the correct product and quantity have been received, sign the accompanying invoice. Any discrepancies should be noted and the vendor should be contacted immediately and made aware of the discrepancy.

2. Testing - Testing of certain materials and supplies is occasionally necessary. The using department (and the Purchasing Division as required) is responsible for all details in connection with any necessary testing. Testing requirements should be included in the written specifications on the Purchase Order.

Processing for Payment (5.08)

An Invoice is the vendor's statement of their charges against the City for materials or services rendered. The Invoice is based upon the Purchase Order and should contain the same basic information. The prompt and proper processing of an Invoice is recommended. Upon receipt of vendor Invoice and completion of delivery and acceptance of material or service, the department will promptly process the Invoice and forward to the Accounts Payable in the Finance Department.

Required data shall be completed as follows:

1. Invoice for PO payment: Enter receipt date, entire PO number, accounting codes and amounts to which the Invoice is to be charged, and authorized signature.
2. Invoice for non-PO payment (Check Request): Stamp invoice with invoice processing stamp, fill out account code (fund, function, object) and obtain Department Director signature. A check request may be used when invoices are not available (i.e. refund of facility deposits, etc.).

3. Partial Payment: Partial payment will not be made except when partial deliveries are made for the convenience of the City or when a discount is available.

4. Credit Memo: An Invoice credit memo shall be processed and submitted with red stamped block, the same as Invoice for PO payment in 1 above. Credit memos must not be held at the department location.

SECTION 6: PO MAINTENANCE

Occasionally a Purchase Order requires change to alter, adjust, or revise the language; to add or subtract lines, or to liquidate or cancel the Purchase Order in its entirety. A change order is a written order amending a purchase contract to correct errors, omissions, or discrepancies in it; to cover acceptable cost adjustment; to add freight cost; to incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, emergency, climatic, regulatory, or market conditions. Required changes are initiated by use of a Change Order Form which details the Purchase Order to be changed, and all changed items such as price, model number, freight allowances, etc. Purchase Order maintenance modifies the original terms of the Purchase Order contract and applies to all changes after the initial PO issuance.

Review of a Change Order Request (6.01)

Requestors are reminded to enter all required information, including PO line numbers, function and object codes, and justification for change. Upon receipt of a properly executed PO Change Form, Purchasing checks the request for accuracy and improprieties. Change Order Forms may not be processed if authorized signature is invalid or missing or if PO maintenance will increase the total order to $50,000.00 These changes must first be approved by City Council before processing. If the actual invoice amount of a specific PO line item is less than the line amount stated on the Purchase Order, Accounts Payable will pay the invoice amount. If the invoice amount of a specific PO line item exceeds the PO line item stated amount by more the $50, submittal of a PO Change Order Form is required.

Processing Change Order Requests (6.02)

After purchasing review, changes are then entered in the Data Quest system by the Purchasing Agent. Specific notes are added about the PO change to print on the Purchase Order when it is reprinted. The reprint has the same number of copies as the original and carries the same distribution routing.

PO Maintenance Requiring City Manager or Council Approval (6.03)

PO maintenance that brings the total value of the Purchase Order to $ 50,000.00 or more, must receive City Manager approval and may further require City Council approval before further processing. NOTE: PO maintenance that decreases the orders total, even though the original was approved by Council, does not require additional Council approval. PO maintenance requiring City Manager or City Council approval must be submitted to Purchasing with documentation explaining the need for the increase. Purchasing will review and validate change as per contract. If Purchasing agrees that a PO maintenance request is valid, then Purchasing will prepare and submit a Consent Agenda Item in CivicLive and copy the using Department for placement on the City Council Agenda.

After Council approves the change, the requested PO maintenance will be processed. Each change must reference the Council meeting date. A copy of each change and accompanying documentation must be attached to the Purchasing Department's file copy of the original Purchase Order.

SECTION 7: BIDS / PROPOSALS & CONTRACTS

With the exceptions of purchases exempt from competitive bids or proposals, as detailed in Section 7.06, all purchases that equal or exceed $50,000 (Category 6) require the opportunity for competition be given by formal bid or proposal solicitation from vendors.

Formal (Sealed) Bids [ITB] (7.01)

Formal (sealed) bids (Invitation to Bid – ITB) and proposals (Request for Proposal – RFP) are the most effective procedures for soliciting competitive prices from vendors in the public (governmental) purchasing sector. Each method has advantages and disadvantages. In this section, the procedures for preparing and processing bids and proposals are addressed.

1. Propose - Before proceeding with any bid, Purchasing must determine the purpose that is to be served. Will the bid result in procuring goods, services, or a combination of both? Is there a necessity for special protection for the City through bonds and insurance? Will the contract provide a onetime purchase or an annual blanket agreement? All these questions and more must be answered before preparing the bid for issuance.

2. Vendor Selection - A vendor list sufficient to generate at least three responses is required for all purchases that equal or exceed $50,000.00 . Potential suppliers may be located by using the following resources:
    a. City of Columbia bidder database
    b. State purchasing contracts
    c. Product catalogs
    d. Telephone directories
    e. Purchasing records
    f. Thomas Register
    g. Department Director recommendation
    h. Trade journals
    i. Salesperson
    j. Internet
    k. Vendor Registry

3. Advertisement of Bids - Adequate public notice of the Invitation for Bid shall be given.

   Newspaper: The City will advertise a minimum of one time in newspaper(s) of general circulation in Columbia. The first advertisement should be at least fourteen (14) calendar days before the bid opening date. The newspaper advertisement shall include the bid title and general description of the procurement, bid opening date and time, the location for delivery of bids, pre-bid information, bond requirements, and the information of how to obtain the bid specifications.

   City Website: Purchasing will post bid notice on the City of Columbia's website, www.columbiatn.com/government/finance under the purchasing section.

4. Distribution of Bids by the Purchasing Division - Bids will be posted on the City's website for downloading by prospective bidders. Registered bidders may be directly contacted by the City of Columbia through mail, email or telephone regarding outstanding bidding opportunities. Placement on the bidders list does not guarantee receipt of an ITB or RFP. It is the vendor's responsibility to check out bid notices posted by Purchasing.

5. Pre-bid Conference - A mandatory or non-mandatory pre-bid conference may be held with prospective bidders and concerned City staff on complex procurement projects. The primary objective of such a conference is to provide a clear understanding of instructions to bidders relative to drawings, specifications, and local conditions, location of the work, and basic construction methods or work requirements. A site visit may be scheduled following the conference if the project personnel feel it would be beneficial for clarification of specifications. In addition to avoiding quality assurance problems and contingency items in quotations, other benefits that may be derived from conferences are:
   a. The number of changes in specifications can be reduced.
   b. Competition may be stimulated by interesting more prospective suppliers.
   c. Conferences tend to insure that qualified suppliers will submit quotations and tend to discourage submission by suppliers who are not qualified to perform the work or supply the goods.

d. An opportunity is given to discuss schedules. This is particularly valuable when hard to get or special materials and equipment is involved.
e. An opportunity is given to explain policies and requirements with respect to procurement methods, competitive bidding and negotiation, quotation qualifications and conditions, price provisions in solicitations and any resulting contractual agreements, and the determining factors in making awards.

The conference should be a formally announced meeting with bidders. An announcement of the conference shall be included with the Invitation to Bid. The announcement will state when and where the conference will be held. In order to derive the greatest benefit from a conference, adequate time should be provided for the prospective suppliers to review the plans and specifications prior to the conference. The conference should be attended by personnel qualified to answer completely and accurately all questions relating to matters such as contract provisions, design and specifications, and production techniques that are expected to be discussed. A formal record shall be made of persons attending and the organizations represented through the use of a sign in sheet.

During the pre-bid conference, the specifications are reviewed and discussed with all vendor representatives in attendance. Care shall be taken to clarify the specifications as requested so as to insure that a vendor is not written out, thereby, eliminating them from the bidding without due cause. Only in those instances where a vendor requests a change in the specifications that would result in compromising the intended use and quality of the equipment are such requests denied.

It is important that persons attending be clearly informed that no oral statement from any person which modifies plans and specifications will in any manner or degree, be considered official until covered in a written addendum to the Bid or Request for Proposal.

6. Issuing Addenda - Once an invitation to bid has been issued, no changes in the specifications can be made unless an addendum is issued, clearly pointing out such changes. All addenda shall be issued at least 48 hours prior to bid opening date, unless waived by the Purchasing Manager. If there is not sufficient time, the bid date will be changed.

7. Bid Format - To avoid duplication of effort in bid preparation, Purchasing has created a bid format, which provides the "boilerplate" or general terms and conditions of the bid. Care is taken that appropriate protection is afforded the City through requirements for bid bonds, insurance, and/or performance and payment bonds. Deletion of these items may result in loss of any meaningful protection for the City in the event of a vendor default or noncompliance.

8. Bid Conditions - In addition to the general conditions or "boilerplate," most bids require special conditions, which pertain specifically to the bid in question. Conditions differ from specifications in that conditions refer to requirements, which must be met by the bidder before specifications of his/her bid item are even considered. For example, a supplier of furniture who cannot meet the required condition of a 30 day delivery will be eliminated, even though his furniture may meet all physical specifications. Conditions allow the City a high level of protection by the inclusion of various clauses relative to renewal of contract, cancellation, settlement of disputes, payment terms, delivery schedules, etc.

9. Bid Specifications - Except for some City wide contracts, specifications for all departmental bids should be provided by the requesting department, preferably in Word format. Reference Section 8, Specifications. Reasons for this policy are as follows:
    a. As prime user, the department is best aware of any special characteristics or problems.
    b. Because they probably utilize the item daily to be bid on, the department is best aware of any new developments in that product field.
    c. Scientific, engineering, or other technical descriptions must be provided by department staff that are qualified to do so. Purchasing staff may assist in writing technical specifications. However, technical specifications must be reviewed and approved by the using department. Specifications are the basis for a vendor's bid. Realizing that his bid will be compared primarily on the basis of price, a vendor will seek to offer an item that only meets the specifications. Consequently, it is vital that specifications make no assumptions, but rather detail every important facet of the item in question. To do so invites delivery of items, which meet specifications, but fail to meet the department's expectations.

   A specification is defined as "a concise statement of a set of requirements to be satisfied by a product, material, or a process. "An objective of the Purchasing is to arrive at "performance specifications" which satisfy the need while

allowing the greatest number of competing firms to bid. Therefore, it is more desirable to describe an item by the job it is intended to do and the physical characteristics it must exhibit than merely to specify a given brand and model with no substitutions.

Specifications may be by performance description, or brand name; or a combination of the above. In some cases, description by noting the brand name of an acceptable unit may be the preferred method. Purchasing staff recommends the use of more than one brand name as a reference. To assure competition when using brand names, the phrase "or equal" should, in most instances, follow the brand description. This allows vendors of similar products to bid thus promoting maximum competition and the best value for the City. Should proof of equivalency arise, the burden is on the substituting vendor to provide it. Final judgment of equivalency shall reside with the Department Director or his/her designee.

10. Bonds and Insurance - Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his obligations. Bonds must be secured by the bidder at his/her own cost, and generally may be classified as follows:

    Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his own cost, must secure insurance policies that name the City of Columbia as an "additional insured" party. Reference Section 9, Bonds and Insurance.

11. Bid Response - Aside from any attachments such as plans or drawings, a separate document titled Bid Sheet shall be prepared by the Purchasing. This page provides blank spaces labeled for the vendor's company name, address, phone number, signature, title, date, and email address. Vendors will be advised in the bid document to use only the provided Bid Sheet. The Bid Sheet also provides a Bidder's Certification statement that the vendor, by submitting his bid, acknowledges that he/she will meet all bid terms, conditions, and specifications contained in the bid. The purpose of requiring the Bid Sheet is to control the bid submittal documents so that vendors do not submit bids which include verbiage negating or modifying the terms of the bid. Any vendor that attempts to do so will be rejected. Additionally, the bid sheet will include the bidder's price by unit and/or total, delivery data, freight charges, warranty data, and any other special information required by a specific bid.

12. Receipt of Bids - Control of the bid document is essential. Bidders will submit their bid in a sealed envelope with the following information clearly marked on the outside:
    a. Vendor Name.
    b. Due Date (month, day, year).
    c. Time Due (hour/ a.m. or p.m.).
    d. Solicitation Number.
    e. Bid Title.

    Each bid received will be date and time stamped by Purchasing and/or City Manager's Office. On occasion an envelope will be received without proper information on the outside identifying it as a bid reply. On such occasions, after an actual bid envelope has been opened, the appropriate bid information will be written on the outside of the envelope, time stamped, reason it was opened prematurely, and resealed for reopening on bid closing date.

    All sealed bids shall be received at the City Manager's Office, 700 North Garden St; Columbia, TN 38401. Purchasing is located in the City Hall Building, Third Floor, Downtown Columbia. Sealed bids will be received by Purchasing until the closing date and time. It is the sole responsibility of the bidder to ensure that their bid reaches the Purchasing Division before the closing date and hour stated on the bid document.

13. Late Bids - Any and all bids received in the Purchasing or specified receiving location, after the scheduled date and time for opening will be considered a late bid and will be rejected, unless it is determined by the Purchasing Agent that the late receipt was due primarily to City mishandling of the bid after receipt. A late bid will be identified as a "Late Bid" on the outside of the envelope or container and remain unopened in the applied bid file. The bidder will be notified of their late bid status and given an opportunity to pick up the bid or make arrangements for return, at their expense.

14. Bid Opening - A sealed bid opening is a formal, official event and should be carried out in a professional, businesslike manner. Purchasing staff shall avoid making any frivolous or preferential statements, which might compromise the City's position and the reputation of the Purchasing Agent. Unless conditions demand another site, bids are opened in the Purchasing Office or nearby conference room. Bid openings are open to the public and all interested bidders. The bid opening time must be strictly adhered to.

As the bid opening starts, the Purchasing Agent or designated official opening the bid will introduce his/her staff and any City officials present. An announcement that "no award will be made at this time" will precede the opening of the first bid. Bids will be opened by the Purchasing Agent or his/her designee and recorded. As each bid is read aloud, the dollar amount will be repeated clearly twice.

After the last bid is opened, attending vendors are advised that an award decision will be made after review of the submitted proposals, and thanked for attending the bid opening. To avoid possible tampering, bids are not to be distributed for general investigation by the bidders present. Under no circumstances will vendors or the general public be allowed to privately review bids.

Only after all bids have been fully analyzed and a recommendation has been made, will the bids be consider public record and available to access by the public.

15. Preliminary Screening of Bids - Unsigned bids shall not be considered. After a bid has been opened, no changes in bid prices or other provisions shall be permitted. Under no condition will a facsimile (fax) response be acceptable. Prior to opening of bids a vendor may correct or withdraw his bid. Following the bid opening, when a mistake is either detected by Purchasing or alleged by the bidder, the bidder should be asked to verify his bid and produce supporting evidence of the mistake. If the bidder responds supporting the mistake, the Purchasing may correct the bid if the mistake was an obvious or apparent clerical error. Examples are:
    a. Obvious errors in placing decimal points.
    b. Obvious discount errors.
    c. Error in extension of unit prices, however, unit prices always prevail.

    If the mistake is not an obvious or apparent mistake of a clerical nature, it must be referred to the City Attorney for action.

16. Waiver of Informalities - Bids may be defective in that they fail to give certain information requested by the invitation. For example, a bid may fail to furnish required catalogs or descriptive data. These "minor" informalities may be corrected by allowing the bidder to furnish the information prior to award, or by waiving them if time does not permit their correction. The difference between a minor informality and a failure to conform to the essential

requirements of the invitation may be difficult to determine without legal advice.

Nevertheless, the decision to allow the defect to be corrected will be judged according to the fundamental principle – Is it in the best interest of the City to do so and/or will it be prejudicial to the interests of the other bidders and/or will it affect the intended use for which the purchase is being made? The City reserves the right to waive any bid informalities when deemed in its best interest.

17. Alternate Bids, Approved Equivalents - The bidder may offer any brand for which he/she is an authorized representative that meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of proposed equivalent or equal items. If an Invitation to Bid does not expressly permit the submission of alternate bids, a bid which qualifies the specifications should be rejected as unresponsive. However, if a bidder submits a bid conforming to the specification and also offers an alternate, the alternate may be accepted if the bidder is the best value on both bids. Therefore, no prejudice results to the other bidders.

18. Tabulation of Bids - The requirement for recording bids involves the preparation of a Bid Tabulation Sheet. The information which normally is transcribed on the bid tabulation includes the invitation number, opening time and date, item number, description of items and services, quantity, unit, unit price, bidder's name and location, deliveries, remarks or any other information which will be helpful in making the evaluation.

19. Bid Review - After the bid opening, copies of the Tabulation Sheet, Bidder Response Sheets, Bid submittals, and all pertinent documents such as warranties, brochures etc. are available to the requesting department. The requesting department will be ask to promptly and thoroughly review each bid for compliance with specifications. Bid items not meeting minimum specifications should be rejected. In general, the lowest responsible, responsive bid meeting specifications should be awarded the contract. The Purchasing Agent shall also review the bids and become familiar with the bids in order to

advise and/or assist the department in its recommendation for award. With the exception of the tabulated bid prices, all other bid information is not available for public review until a recommendation to award has been forwarded to City Council.

20. No Bid - On occasion, the Invitation to Bid will receive no responses. In those cases, the following options should be evaluated:
    a. Contact vendors on bid list to determine reason for lack of response.
    b. Contact the user department to determine if rebid is desired, using information obtained from vendor response.
    c. Review specifications if decision is made to rebid.
    d. Revise bid documents where appropriate.
    e. File the closed bid in the Purchasing if decision is made not to rebid.

21. Only One Bid Received - When only one bid is received, the following options should be evaluated:
    a. Inquire of those who did not bid to determine the reason for lack of response.
    b. Accept or reject the bid based on information received and taking into consideration the City's position favoring competition.
    c. Accept the bid if time is crucial and cost is reasonable, as the opportunity for competition was afforded by initial competition.
    d. Reject the bid if time permits for re-solicitation.
    e. Review specifications, revise if necessary and rebid.
    f. The City Manager may negotiate with the one bidder if the price is over the approved budget or the Purchasing feels it would be advantageous to the City.

    If the lowest responsive bid is considered to be too high, the Purchasing Agent and/or City Manager shall have the authority to negotiate a lower price.

22. Tie Bids - In the event two or more bids are received which are equal with respect to price with no evidence of collusive bidding, preference shall be given in the award in the following order:
    a. Local bidder's business office is located within the incorporated limits of the City of Columbia.
    b. Bidder's business office is located within Maury County.
    c. Purchasing Agent will draw lots or flip a coin in public.

23. General Criteria For Award - Recommendations for award of bids are made and/or approved by the requesting Department Director to the lowest, responsive and responsible bidder. In determining the lowest responsive and responsible bidder, the following, in addition to price, shall be considered as a basis for award:
    a. The ability, capacity, and skill of the bidder to perform under the terms of the bid documents
    b. Whether the bidder can perform the contract or provide the materials or service promptly, or within the time specified, without delay or interference
    c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder
    d. The quality of performance of previous contracts and the providing of materials and/or services
    e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract, or the providing of materials or services
    f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services
    g. The quality, availability, and adaptability of the supplies, equipment, or contractual services to the particular use required
    h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract
    i. The number and scope of conditions attached to the bid

    Should there be reason not to recommend award to the lowest bidder; the decision must be fully explained in a memo from the requesting department for formal evaluation by purchasing staff.

24. Responsiveness vs. Responsibility

    Responsiveness:
    - A responsive bid conforms substantially to all *material* elements of an Invitation to Bid (ITB).
    - A nonresponsive bid is not valid and must be rejected – it cannot be cured after bids are opened.
    - The determination of responsiveness is not discretionary (although it does require interpretation of the standard).
    - A contract awarded to a nonresponsive bidder is void.

Responsibility:

- Relates to the bidder's qualifications
- Evidence of responsibility is sometimes obtained after the bid opening
- Determining responsibility sometimes involves discretion and judgment by the awarding staff.

25. Rejection of Bids

The following reasons may be considered causes for rejection of a bid:

a. All prices too high or unbalanced
b. Sufficient funds not budgeted or available
c. An error in the specifications sufficient to have caused confusion and misunderstanding among bidders
d. The item on which bids were requested is no longer needed
e. Lack of adequate competition
f. Noncompliance of specifications
g. Submission of more than one bid in response to a single invitation
h. Lack of adequate work history and/or work experience
i. Debarment of bidder (vendor) Reference Section 13.04.

A bid must be rejected for any of the following reasons:

a. Does not comply with applicable law.
b. Does not provide what the City seeks to acquire (either too much, or too little).
c. Contains a material defect (waiver would give the bidder a competitive advantage over the other bidders.)

Framework for analyzing responsiveness:

a. Does the bid comply with legal requirements? If not – reject.
b. Does the bid provide what the City seeks to acquire? If not – reject.
c. Does the bid contain an error or defect? (Analyze whether the error or defect is material or is waivable).

In the event all bids have been rejected for one or more of the reasons above, Purchasing will notify all of the participants and the City staff involved of the official reason(s) for the ruling and the next step the City may take to fulfill the bid requirement. The bid specifications should be reviewed and any changes made to reissue the bid solicitation.

26. Bid Award - It shall be the responsibility of Purchasing, in conjunction with the requesting department, to determine the bid that is the best value for the City. If a recommendation is made to accept a bid other than the apparent low bid

meeting specifications, the Bid Analysis must include adequate documentation to justify the rejection of the low bid. After the review and analysis, provided there is no disagreement, Purchasing will then process an agenda item for City Council consideration depending upon approval threshold.

Purchasing staff will prepare a City Council Agenda Item and forward to the Finance Director for certification. The Finance Director will certify that sufficient funds are available and budgeted for the purchase. Following either City Council approval or award, Purchasing and/or department will prepare a requisition for the award.

Local Vendor Preference (7.02)

Preference Policy - Vendor preference is the practice of awarding bids to local firms that are not the lowest responsive bidder if their price does not exceed the lowest responsive bidder by an agreed upon percentage. While this practice does occur in some jurisdictions it is not supported by the State of Tennessee nor is it support by the National Institute of Government Purchasing (NIGP).

The NIGP position states *"Although some people assert that buy-local preferences will protect existing jobs, create new jobs, and strengthen the economy, the sad reality is that the practice of favoring vendors within a defined geographical area only encourages inflated prices which are paid by the taxpayers of the jurisdiction who administer them. By causing prices to rise, preference results in a direct subsidy to a few taxpayers at the expense of the general taxpaying public. When an agency has a preference, [ed., then] potential, reliable and sound vendors consider it futile to bid in such a climate. When they do not bid, competition becomes less keen and prices rise."*

The City of Columbia does not have nor does it support a local vendor preference when awarding bids.

Formal (Sealed) Proposals – Request for Proposals (7.03)

1. Purpose of Proposal - As with bids, the primary action is to ascertain clearly the purpose to be served by the proposal. Proposals are by nature more general than bids; it is vital to provide the correct parameters within which the vendors are to operate. Proposals are used when the price is not the only element that requires evaluation and consideration. The proposal will contain customized criteria for evaluation and scoring of points used in the determination of an award.

2. Proposal Format - As in the case of bids, a prepared standard format is maintained by Purchasing for proposals. Proposal Conditions and Specifications:

   Conditions and specifications for a formal proposal generally differ from the same items for a bid in the following ways:

   a. Due to the general nature of a Request for Proposal, conditions and specifications may be intermingled rather than separate.
   b. Both conditions and specifications will tend to be broad, allowing the vendors a wide range of options from which to arrive at a proposal which accomplishes the desired goal.
   c. Conditions and specifications serve more as guidelines than strict standards. The objective is to allow the vendor's own expertise to design a proposal which will fulfill the City's ultimate specified result.

   Conditions and specifications need not be so broad as to promote uninhibited proposals. By establishing boundaries within which to operate, and pointing the vendor toward the direction of the City's goal, the Request for Proposal seeks to elicit the best talents in the market place to fulfill its needs.

3. Formal Proposal - The vendor's complete formal proposal should be submitted with one original and a sufficient number to supply each member of the Selection Committee with one copy each. Proposals should be supplied directly by the vendor as directed in the solicitation using the format and forms available in the Request for Proposal (RFP) document.

4. Insurance, Bonds, Letter of Credit - As in the case of bids, the City may require letters of credit, insurance, and/or bonds to protect its interests. Generally, proposals do not require bid bonds.

5. Formal Proposal Opening - The opening of proposals should be carried out in a professional, businesslike manner. Proposals arriving after the scheduled date and time for opening will be considered a late proposal and will be rejected. The disposition of a late proposal will be the same as for a late bid, as detailed in Section 7.01 M. above. As proposals are opened, the Purchasing Manager, or his/her designee shall announce the name of each vendor, their address, and then confirm the number of proposal copies submitted. This data may be recorded by another member of the City staff. At this time, no attempt should be made to read or compare the proposals. Following the opening,

proposal copies will be forwarded to the appropriate Department Director and/or or Selection Committee members, with the original of each proposal maintained in the Purchasing file.

6. Proposal Review - Proposals references, certifications, and all documents shall be reviewed by the requesting Department Director and/or Selection Committee members. The committee approach is usually chosen when dealing with complex projects requiring input from various departments. The committee members will be selected by the project manager and/or the using department. If the committee approach is selected, then a department staff member will act as Chair of the Selection Committee. The Committee Chair will: facilitate meetings, prepare recommendations for the top ranked firms, and negotiate and prepare final contract documents. All committee meetings may be open to the public. The Committee Chair or designee will record and document all committee meetings. When price is the primary consideration, the lowest bidder whose proposal meets the specifications and provides the best value to be City should be chosen. However, when price is not the primary consideration and design, quality, or other factors are paramount the decision must be formally documented by the department or committee. The City reserves the right to negotiate prices and scope of work.

7. Recommendation of Award - After department and/or Selection Committee review, the Department Director or Selection Committee Chair through the Department Director, shall submit a completed Evaluation Committee Report to Purchasing along with all notes, score sheets and other documents prepared and used in the selection process. Provided there is no disagreement, Purchasing will then process an agenda item for Council consideration. Reference Section 4 of this manual. The City currently has no local business or minority preference in the award of a proposal.

Bid/Proposal Documents and Meetings (7.04)

1. Files - Purchasing maintains a complete control file on all formal bids and proposals for the City processed by Purchasing. The Purchasing files are maintained by bid number, with the files divided by calendar year.

   The folder for each bid will contain, at a minimum, copies of the following:
   a. Vendor's List
   b. Bid Invitation
   c. Specifications

d. Bids Received
e. Bid Tabulation

Public Disclosure - Under Tennessee's Public Records Act, any person has the right to review any document which is kept by the City in the course of regular business; however with regard to bids, the City does not allow interested parties to examine sealed bids or proposals as follows: Sealed bids, proposals, or replies received pursuant to a competitive solicitation are sealed from the public or other bidders until such time as the City provides notice of a decision or intended decision or within thirty (30) days after bid or proposal opening, whichever is earlier. If the City rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the invitation to bid or request for proposals, the rejected bids or proposals remain sealed from the public or other bidders until such time as the City provides notice of a decision or intended decision concerning the reissued invitation to bid or request for proposals or until the City withdraws the reissued invitation to bid or request for proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies. *Bid tabulation sheets, communications among City staff member, or City staff analysis of a project are not exempt from public record.*

Purchasing will accommodate vendor telephone and internet requests for bid results to the maximum extent feasible.

Bidder Protest (7.05)

Right to Protest – Any actual or prospective bidder or proposer, who is aggrieved in connection with a solicitation or award of a bid or contract may protest in accordance with procedures defined herein.

1. Definitions

Interested Party - A party that is an actual or prospective bidder or offer or whose direct economic interest would be affected by the award or failure to award the third party contract at issue. **Note: A subcontractor does not qualify as an "interested party".**

Protest – A formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement

process. A protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process.

Protestor – A person, group, or organization that files a formal declaration of disapproval or objection. A protestor must qualify as an "interested party".

2. Types of Protest

There are three basic types of protests:

   a. Pre-bid Solicitation – Protest is received *prior to the bid opening or proposal due date*. Pre-bid protests are those based on the content of the initial solicitation published by the City requesting bids from vendors or other interested parties.
   b. Pre-award Protest – Protest *following recommendation for award* and is received after receipt of bids or proposals, but prior to award of a contract.
   c. Post-award Protest – Protest received after *award of a contract*. A post-award generally alleges a violation of applicable federal or State law and/or City policy or procedures relative to the seeking, evaluating, and/or awarding of the contract.

3. Protest of Specifications *(Prior to Bid Opening)*

   a. Any protestor (actual or prospective bidder, or contractor), who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds of irregularities in specifications or bid procedure. Such protest must be filed within three (3) business days (excluding weekends and holidays) from the time the facts become known and, in any case, at least five (5) business days prior to the opening of the bid.
   b. Protest must be made in writing to the Purchasing Agent and shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this manual Section. Failure to timely protest bid specifications, requirements; and/or terms is a waiver of the ability to protest.
   c. Stay of Procurement: In the event of a timely protest prior to bid opening, the City may proceed further with the solicitation or with the award of the contract unless the Purchasing Agent makes a written determination that the protest should be sustained.

4. Protest of Award Recommendation *(After Bid Opening)*
    a. Any protest after the bid opening, including challenges to actions of any evaluation of the selection committee shall be submitted in writing to the Purchasing Agent.
    b. The Notice of Intent to File a protest must be received by the Purchasing Agent no later than 4:00 pm on the third business day (excluding weekends and holidays) following the day of the protestor's receipt of the City's notice of award recommendation.
    c. The Notice of Intent to File a protest document shall state all grounds being claimed for the protest and clearly indicate, in their document, that they are intending to file a formal written protest.
    d. The affected party must then file a Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. The Formal Written Protest shall contain the following:
        - City bid/proposal identification number and title
        - Name and address of the affected party and the title or position of the person submitting the protest
        - A statement of all claimed disputed issues of material fact. If there are not disputed facts, the formal protest must so indicate
        - A concise statement of the facts alleged and the rules, regulations, statutes, or constitutional provisions which entitle the affected party to relief
        - All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the protest
        - A statement indicating the relief sought by the affected protesting party
        - Any other relevant information that the affected party deems to be material to the protest
    e. Stay of Procurement: Upon receipt of timely filed Notice of Intent to File a Protest, the Purchasing Agent will abate the award process of the formal bid/proposal, as appropriate, until the protest is heard pursuant to the informal hearing process as outlined below, unless the City Manager shall find and set forth in writing particular facts and circumstances that would require an immediate award of the formal bid/proposal for the purpose of avoiding a danger to the public's health, safety, or welfare. Upon such written finding by the City Manager, an expedited protest hearing may be authorized.

5. Protest of Award *(After Bid Award)*
    a. A post-award protest must be received within five (5) business days (excluding weekends and holidays) of the award date. Depending on the Purchasing category and/or the awarding authority, the Purchasing Manager, City Manager, or City Council shall have the authority to settle and resolve a post-award protest concerning the award of a bid. Reference Section 4.01 of this manual.
    b. If the bid protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his/her right to challenge the decision.
    c. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of Maury County Tennessee, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

6. Filing For Protest - All protests must be filed in writing with the City of Columbia, Purchasing Agent, 700 No Garden St, Columbia, Tennessee 38401.

7. Prevention
   There are four (4) opportunities for the prevention of Bid Protests:
    a. While developing solicitation document:
        - Ensure specification quality
        - Communicate with bidders (RFI and Q&A)
        - Develop fair, non-restrictive specifications
        - Translate subjective evaluation criteria into measurable, objective criteria
        - Determine evaluation criteria; state the criteria and award standard in the solicitation document
    b. While bidders are developing their bids:
        - Allow written questions (due by a specific date)
        - Carefully consider the questions to determine if a change is needed
        - Respond to the questions through addenda, and change the specifications if necessary

- Postpone the bid deadline if required

c. While bids are being evaluated:
   - Evaluate bids based solely on the criteria in the solicitation document
   - If a key criteria is not expressed in the solicitation document, start over
   - Document and support all considerations not related to price

d. After determination of award:
   - Post notice of award
   - Debrief unsuccessful bidders regarding the evaluation process
   - Once a contract is in place, monitor contract performance, and document problems

Waiver of Competitive Bids (7.06)

The following types of purchases and contracts are exempt from competitive quotes or bids:

1. Architectural, engineering, legal, financial and other such services as further described in Section 10 or Tennessee Code Annotated.

2. Purchase Contracts – State, Government Agency, and Organizations contracts have already been competitively bid; therefore, the need to bid is satisfied for purchases of this nature. This method of purchase is commonly known as piggybacking, and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid.

3. Sole/Single Source – Sole Source may be used as a procurement method for the purchase of products or services when available from only one source. Single Source *(non-competitive)* may be used *(when approved by the Purchasing Agent)* when there is only one practicable and reasonable source wherein competitive bidding is not feasible or not advantageous to the City. A Sole Source purchase exists when research has determined there is only one potential provider for an item. A Single Source purchase exists when it is advantageous to the City to declare a purchase non-competitive because it will result in verifiable financial savings to the City; is a trial program; or utilizing a competitive process will be detrimental to timely securing the goods or services. More than one potential supplier may exist for a good or service. The Purchasing Agent, in conjunction with the requesting

department, will document the advantages of declaring the purchase non-competitive. A Sole/Single Source Request Form must be completed and submitted with each request for sole or single source procurement.

4. Emergency Purchases – Emergency purchases are allowable when certified by a Department Director to the City Manager, that a delay incidental to competitive bidding would be detrimental to the interest of the City. An "Emergency" is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to health, welfare, injury, or loss to the City that can only be rectified by immediate purchase of equipment, supplies, materials, or services. An "emergency purchase" must fit the circumstances noted above and requires such competition as is practicable under the circumstance. Reference Section 5.04.

   Specific Items - These items are exempt from price quotes:
   a. Dues and memberships in trades or professional organizations,
   b. Subscriptions for periodicals,
   c. Legal advertisements,
   d. Postage,
   e. Expert witnesses,
   f. Abstracts of titles for real property,
   g. Title insurance for real property,
   h. Court reporter services,
   i. Water, sewer, electrical, telephone, and other utility services where competition is not available,
   j. Copyrighted materials not available from multiple sources,
   k. Seasonal and recreational service providers,
   l. Hospitality services and expenses,
   m. Fees and costs of job related seminars and training,
   n. Travel,
   o. Artists, music ensembles (bands) and other entertainment providers and animals.

Contract Terms (7.07)

Unless otherwise provided by law or Council authorization, a contract or bid award may be entered into for a period not exceed three (3) years provided that the term of the contract / award is included in the solicitation and subject to the following:

1. Funds are available for the first fiscal period of the contract /award.
2. Extensions of the contract /award for subsequent fiscal years are subject to availability and appropriation of funds. Solicitation for a multi-year contract / award shall include a non-appropriation clause.
3. TCA 7-51-911 provides that contracts for the purchase of gasoline and diesel fuel are limited to twenty four (24) months.
4. Contracts for capital improvement property may not exceed forty (40) years or the useful life of the property whichever is less. TCA 7-51-902
5. Contracts for lease or lease-purchase of real property shall comply with TCA 7-51-904 with regard to public notice.

Unless otherwise provided by law, the City Council may enter into a contract or bid award for a period exceeding three (3) years when the City Council deems the contract or award in City's best financial interest to approve a longer term.

SECTION 8: SPECIFICATIONS

Purpose (8.01)

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs, and shall not be unduly restrictive.

Use of Standardization

Standardization takes advantage of lower prices from buying in bulk. It also lowers the administrative cost of purchasing by reducing the total number of purchases made. Standardization consists of consolidating similar requirements into a single specification, whenever possible and shall be the responsibility of the department head or designee.

Use of Specifications

Specifications are a clear and complete description of the essential requirements that items should meet. Well-written specifications ensure that maximum value is being obtained for the public funds spent; and, all qualified vendors, large and/or small, are able to compete on an equal basis.

Types of Specifications (8.02)

City staff will usually prepare their own specifications; although professional assistance may be necessary for items of highly specialized or technical nature from time to time. It must be emphasized that specifications must be clear and accurate, updated regularly to reflect technological or market changes, and most of all, avoid the use of restrictive or unfair details that preclude or reduce competition.

1. Open Specification - An open specification describes of all physical and functional features, may incorporate words or phrases from widely accepted industry or governmental standards and approved in accordance with the procedures outlined in this Section.

2. Design Specification - Design specifications describe in detail precise configuration measurement, tolerance, material, standard or a method of testing or inspection.

3. Performance Specification - Performance specifications describes a result or capability that must be achieved by an item such as speed, output maintainability, or reliability.

4. Brand Name or Equal Specification Conditions for Use - Brand name or equal specifications may be used with the approval of the Purchasing Agent subject to the following factors:
    a. No other design or performance specification or qualified products list is available;
    b. The nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for the procurement.
    c. Use of a brand name or equal specification is in the City's best interests.

5. Designation of Several Brand Names - Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
    a. Required Characteristics - Unless the Purchasing Agent determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are requires.
    b. Nonrestrictive Use of Brand Name or Equal Specifications - Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

Brand Name Specifications (8.03)

Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Agent determines that:

1. Only the identified brand name item or items will satisfy the City's needs.
2. The Purchasing Agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section III (Sole Source Procurement).

Specification Development and Approval (8.04)

1. Research
   The user department – Shall determine its needs, research available and alternative products by means of manufacturer product brochures or contacts with salespersons, and prepare and compile a detailed description that can be incorporated into a specification format.

2. Approval Procedure
   a. Initiating Specification Development - The user department shall prepare specifications excepting public improvements that will be prepared by the City Engineer or Wastewater Director.
   b. Specification Development - The requisitioning departments shall be responsible for the completeness and accuracy of the specifications. Such specifications shall be submitted to the Purchasing Agent with the source of specifications when submitted.
   c. Approval of Specifications - All specifications and revisions to specifications shall be signed by the department head and the Purchasing Agent.

Specification Content (8.05)

Specifications must be clear, detailed, accurate, well organized and uniformly consistent in format. Specifications constitute a reflection of the City and its staff due to its nature of contact with many vendors. Instructions to Bidders and General Conditions shall be a part of every specification, but may be modified as necessary.

SECTION 9: BONDS AND INSURANCE

Bonds (9.01)

Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his/her obligations. Bonds must be secured by the bidder at his/her own cost, and generally may be classified as follows:

1. Bid Bond - This is a document, usually in an amount of 5% of the bid, which guarantees that the bidder will enter into a contract with the City if he/she wins the award. Bid bonds protect the City from erroneous or deliberate low bids which the vendor has no intention of honoring. Should he/she fail to enter into a contract, the bid bond is forfeited. Bid bonds must be submitted with the bid. Bid Bonds may be required where the contract price exceeds $25,000.

2. Performance Bond - This bond is a surety instrument guaranteeing that the vendor will perform according to the terms of the contract, and is generally in an amount of 100% of the bid. This bond affords protection from nonperformance and/ or non-completion of major contracts, the efforts of which could result in considerable injury to the City. Should the vendor default, the bond is cashed and the City may then utilize the funds to complete the contract with another vendor. Performance bonds are submitted upon award of the contract.

3. Payment Bond - This bond guarantees payment of subcontractors and suppliers providing goods and services to the general contractor, who is under contract to the City. The payment bond relieves the City of financial liens against a project should the general contractor fail to pay his/her suppliers and subcontractors. These creditors will look to the bond for payment. Payment bonds are submitted upon award of the contract.

4. Labor & Material Bond - Same requirements as the Payment Bond. The bond guaranty may, at the discretion of the City, be in the form of a cashier's check, bank money order, bank draft of any national or State bank, certified check, or surety bond, payable to the City. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the Federal Government.

5. Letter of Credit Preferred in the case of certain construction projects or multiyear contracts. Must be irrevocable.

Insurance Terms and Conditions (9.02)

Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his own cost, must secure insurance policies that name the City of Columbia as an "additional insured" party. The insurance guidelines in this section are applicable to all agreements, contracts, and leases. Incorporation of the provisions of this section shall be adhered to as closely as possible and as practical to the specific commodity, repair, service, or construction. Insurance guidelines include basic coverage requirements, one or more of which should be chosen for individual agreements, or contracts on an as-needed basis. Agreements, contracts, and leases shall contain risk management/insurance terms to protect the City's interests.

1. City Defined - The term City (wherever it may appear) is defined to mean the City itself, its Council, officers, employees, volunteers, representatives, and agents.

2. Other Party Defined - The term Other Party (wherever it may appear) is defined to mean the other person or entity which is party to an agreement or contract, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, or contractors and subcontractors.

3. Hold Harmless - The Other Party agrees to hold the City harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting there from, arising out of an agreement, contract, or lease unless such claims are a result of the City's sole negligence. The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of an agreement or contract, unless such claims are a result of the City's sole negligence.

4. Payment on Behalf of the City - The Other Party agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies

available to the City and shall not be considered to be the City's exclusive remedy.

5. Loss Control/Safety - Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees and property. The Other Party shall be expected to comply with all laws, regulations, or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the City.

General Insurance Requirements (9.03)

The Other Party shall procure and maintain the described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Other Party. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums. Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this agreement or contract. Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies. The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention. Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease. If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements. For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Certificates of Insurance (9.04)

The Contractor shall procure and maintain required insurance coverages documented on Certificates of Insurance. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is "preferred;" however, other ratings if "Secure Best Ratings" may be considered. Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals. The City shall be named as certificate holder; and, except for workers compensation and professional liability, the Certificates of Insurance shall document the City as additional insured to the extent of the City's interests arising from the agreement, contract, or lease. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Basic Insurance Coverages Required (9.05)

1. Commercial General Liability - Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of $1,000,000 per claim, $1,000,000 per occurrence for Personal Injury Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies with a Best's rating of no less than A. All policies shall be on an occurrence made basis; The City shall not accept claims made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

2. Professional Liability - The Other Party shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a Self-insured Retention (SIR) or deductible exceeds $10,000, the City reserves the right, but not the obligation,

to review and request a copy of the Other Party's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, the Other Party warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of a Contract, the Other Party shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. Use with consultants or engineers only.

3. Business Auto Policy - The Other Party shall agree to maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Other Party does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Other Party to agree to maintain only Hired & Non Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

4. Workers Compensation Coverage - The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employers liability coverage with limits of at least $100,000 each accident, $100,000 each disease/employee and $500,000 per disease/policy limit. The Other Party shall also purchase any other coverages required by law for the benefit of employees.

5. Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Columbia, a political subdivision of the State of Tennessee, its officers, agents and employees as Additional Insured with a CG 2026 Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read "City of Columbia," political subdivision of the State of Tennessee, its officers, employees and agents along with the Contract and Bid number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or nonrenewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of

this agreement to exceed the above City, to provide coverage at least equal to the amended statutory limit of liability of the City.

6. Indemnification - The Other Party shall indemnify, defend and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the City, its agents, employees in the performance of this contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Other Party, or its agents, employees or subcontractors, in the performance of this contract.

7. Construction Type Contracts
    a. Subcontractors: It shall be the responsibility of the Other Party to ensure that all subcontractors comply with the same insurance requirements referenced above.
    b. Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of the Other Party for any and all claims under this contract.
    c. Umbrella or Excess Liability: The Other Party may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. Coverage limits will be set at the advice of the Purchasing Agent and should not be changed without their approval. The City, by and through the Purchasing Agent, reserves the right, but not the obligation, to review and reject any insurer providing coverage. The above referenced Insurance Requirements are for use when a contract is utilized or any work will be done on City property.

Selection of Insurance Requirements (9.06)

Although the City enters into a wide variety of agreements, or contracts each year, the majority of these are grouped into three general types for risk management purposes.

1. Type 1 – Repair, Service, or Supply: Equipment repair, janitorial services, electrical, plumbing, roofing, services, chemical supply, etc.

2. Type 2 – Construction Projects: Building construction or renovation, road, sewers, etc.

3. Type 3 – Professional Services: Architects, engineers, or other consultants providing professional services.

Insurance Selection Procedure (9.07)

1. The Purchasing Agent shall assist the user department in determining the verbiage and insurance coverages to include in agreements, contracts and leases. Such concerns are usually launched in the solicitation process.
2. The user department shall supply to the Purchasing Division a brief narrative of the project scope, general work activities and any special/possible Risk concerns peculiar to the project.
3. The Purchasing Agent shall determine what the final verbiage, insurance types and coverages should be for the project.
4. The Purchasing Agent will assure the inclusion of these project specific guidelines from the in the solicitation and/or in preparation of agreements, or contracts.
5. Post-award Compliance will be provided by the Purchasing Agent. The awardee will be notified of the award and the compliance requirements to manifest itself in Certificate(s) of Insurance. Any deficiencies are to be discussed with the contractor by the Purchasing Agent and the contractor shall take measures to have such deficiencies corrected; and, new Certificate(s) of Insurance will be sent to the Purchasing Division who will provide final sign-off when fully compliant.

SECTION 10: REQUEST FOR PROPOSALS OR QUALIFICATIONS

When selecting firms to provide professional services, and in negotiating contracts for professional services the following procedures are recommended for all non-federal related purchases and required for federally funded projects.

Definitions (10.01)

1. Request for Qualifications (RFQ) - A document issued by the City in order to obtain statements of the qualifications from potential firms or individuals. This is often but not necessarily used prior to the issuance of a request for proposal. Proponents that successfully respond are then deemed to be qualified for participating in the RFP process. RFQs may be used to determine interest in a specific identified project or potential future projects.

2. Request for Proposals **-** The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. RFP's are used when desired outcome is known but the approach to be used is uncertain, unclear or needs to be determined.

3. Professional Services - Services within the scope of the practice of architecture, professional engineering, law, financial consulting and similar services by persons or groups of high ethical standards as defined by the laws of the State of Tennessee (TCA 12-3-1209, 12-4-107).

4. Multi-step Evaluation Process – Often used as part of the RFP process. The initial evaluation consist of the review of the technical or qualitative approach being taken by all respondents. Respondents are scored and ranked by a selection committee. Secondary evaluation may consider costs.

Competitive Selection – Guidelines (10.02)

1. All RFP's for Professional Services shall be processed through the Purchasing Agent.
2. All contracts for professional services which equals or exceed $25,000 must be approved by City Council.

3. Contracts for services must be accompanied by a Purchase Order. Payments shall be issued against said order with proper authorization.

Competitive Selection – Procedures (10.03)

1. A Selection Committee shall be formed to evaluate all proposals. The Purchasing Agent and the City's Project Manager should propose the names of at least three but no more than five City employees to serve on the Selection Committee based on their expertise in relation to the scope and execution of the project to be awarded The Purchasing Agent or his representative shall be an actual or ex-officio member of all Selection Committees, and shall monitor all Committee activities.

2. A Conflict of Interest Form should be filled out by each Committee member at the first meeting.

3. Minutes of each Committee meeting, Conflict of Interest Forms, and scoring sheets are to be retained by the Purchasing Agent. The Purchasing Agent will facilitate the meeting and make sure all legal requirements are met. The Purchasing Agent is responsible for preparing recommendations of the top ranked firm and of the preparation of the final contract documents.

4. The Selection Committee should develop general guidelines for interview procedures for the short listed firms. Interviews and/or presentations shall be optional, as determined by the Selection Committee.

5. Each member of the Selection Committee will assign preliminary scores to each firm after review of proposals and interviews, as per the established criteria in the bid specifications.

6. The Selection Committee shall discuss their general impressions of the firms and finalize their scores.

7. Recommended criteria for evaluation of proposals include:
    a. Prior experience with projects of similar size and complexity
        - Number of similar projects
        - Complexity of similar projects
        - Three references (Contact name & telephone number)
    b. Past record of performance for the City
        - Project name, dates, cost
        - City personnel assigned to the project
    c. Qualifications of personnel including sub consultants
        - Number of technical staff
        - Qualifications of technical staff
        - Number of licensed staff
        - Education of staff
        - Experience of staff
    d. Availability of personnel
        - Current work load/staff participation
        - Organization of the team
    e. Financial Statements
    f. Technical approach to perform the tasks described in the Scope of Services
        - Level of effort
        - Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control

Competitive Negotiation (10.04)

1. After finalists' ranking, the Purchasing Agent, Project Manager, and other designated City staff (if required), shall negotiate a contract for services with the firm which has been determined to be most qualified by the Selection Committee, at compensation within a range which has been determined to be fair, competitive, reasonable, and within budget.

2. Should the Purchasing Agent or party negotiating the contract be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the City determines to be fair, competitive, and within budget, negotiations with that firm shall be formally terminated. After negotiations have been terminated with a firm, negotiations cannot be reopened at a later date. The Purchasing Agent or negotiating party shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Division shall cancel

negotiations. The Purchasing Agent shall then undertake negotiations with higher ranked firms should they express flexibility in the negotiated price.

3. Should the Purchasing Agent be unable to negotiate a satisfactory contract with any of the selected firms, additional firms shall be selected in accordance with procedures noted above. Negotiations shall continue in accordance with these procedures until agreement is reached.

4. Unless otherwise required, a lump sum contract shall be designated as the preferred form of contract for professional services contracts.

Less Than Three (3) Firms (10.05)

In the event less than three (3) firms express an interest in a project or less than three (3) firms are deemed qualified by the Competitive Selection Committee, then the City Manager shall make a determination as to whether to proceed with the lesser number of firms. If the decision is to re-advertise, and after subsequent advertisement, three (3) firms still cannot be qualified, then the City shall proceed hereunder with the firms qualified.

Professional Services (10.06)

1. Professional services are procured based upon demonstrated competence and qualification for the type of service required and at a fair and reasonable costs and as further described in T.C.A. 12-4-107.

2. The City attorney and City Judge are appointed by City Council.

3. The City, having a satisfactory existing working relationship with a professional services firm, may expand the scope of the services; provided, that they are within the technical competency of the existing firm.

Prohibition against Contingent Fees (10.07)

Contract for professional services when federal funding is involved shall contain the prohibition against contingent fees

Emergencies (10.08)

In the event of bona fide public emergencies declared by the City Council, compliance with some or all of the provisions may be waived by the City Manager with the exception of federally funded projects.

Federal and/or State Funded Projects (10.09)

Purchasing for all federal and/or State funded projects shall be administered in accord with the provisions of this section (10.09) pursuant to T.C.A § 12-4-107. If any portion of this section conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this section shall not be affected thereby and shall remain in full force and effect.

Purpose: To prescribe the policy of the City of Columbia, TN, hereinafter in section 10.09 referred to as the Agency, applicable to the procurement, management and administration of consultant services for architectural, engineering, and right-of-way services for projects.

Application:

1. Engineering and Design Related Services
   This section is to include all engineering and design related services described in T.C.A. §12-4-107, 40 U.S.C. Chapter 11, 23 U.S.C. §112 (b)(2), 23 CFR Part 172, and 2 CFR 200.317.

2. Right-of-Way Acquisition Services
   This section also includes right-of-way acquisition services for required projects. These services include contracts for appraisal, acquisition, or relocation services related to the acquisition of land entered into by the Agency for the purpose of acquiring right-of-way. Since compensation for these services is not paid pursuant to federal regulation, the terms of this section regarding methodology of compensation are not applicable.

Definitions:

1. Competitive Negotiation means a qualifications-based selection procurement procedure complying with 40 U.S.C. §§1101–1104, commonly referred to as the Brooks Act.

2. Engineering and Design Related Services means –

a. Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project or projects; and
b. Professional services of an architectural or engineering nature, as defined by Tennessee law, including T.C.A. §12-4-107, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide architectural or engineering services.

Examples of services within the scope of this section include, without limitation, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, drainage studies, inspection services, intelligent transportation system design and development, traffic control systems design and development, roadway design services, including surveying and mapping, structural design services, materials inspection and testing, value engineering, utility relocation/coordination, and utility analysis/design services with respect to a highway construction project or projects.

3. Fixed fee means a dollar amount established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.

4. One-year applicable accounting period means the annual accounting period for which financial statements are regularly prepared by the consultant.

5. Scope of work means all services, work activities, and actions required of the consultant by the obligations of the contract.

6. Technical Services means specialized testing or other paraprofessional services that provide test results, data, or information in support of engineering services, including such services as laboratory testing, core borings, and material sampling.

Procurement Methods:

1. Competitive Negotiation - Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications based selection procedures in the manner of a contract for architectural and engineering services under the "Brooks Act" provisions contained in Title 40 U.S.C. Chapter 11. The proposal solicitation process is by public announcement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.

2. Small Purchases - Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold as defined in 48 CFR §2.101 (currently $150,000). Competitive negotiation in the manner of a "Brooks Act" qualifications-based selection procedure is not required.

3. Noncompetitive Negotiation – Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source, there is an emergency which will not permit the time necessary to conduct competitive negotiations, or after solicitation of a number of sources competition is determined to be inadequate.

Types of Contracts:

1. Project Specific Contract – A project specific contract provides for all the work associated with a specific project or projects that is to be performed by the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the Agency and a consultant for the performance of a fixed scope of work related to a specific project or projects.

2. Multiphase Contract – A multiphase contract is similar to a project-specific contract except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.

3. General Engineering Related Contract – General engineering related contracts are for engineering and design related services related to transportation planning, design, or program management for use on multiple projects. Examples include the development of design standards and technical manuals, and the development of comprehensive transportation program management manuals. These services may be performed on a project specific or on-call basis.

Section:

1. Consultative Evaluation Committee
    a. Establishment of a Consultant Evaluation Committee: The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee (CEC), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The Agency's legally designated selection authority must approve any substitutions. The CEC membership may vary depending on the type of service being procured.
    b. Role: The CEC shall have the responsibility of submitting to the Agency's legally designated selection authority a recommended list of at least three of the most highly qualified firms if one firm is to be selected. If more than one firm is to be selected from a single solicitation, the CEC's recommended list of the most highly qualified firms shall include at least two more firms than the number of selections to be made.

    c. Record of Proceedings: The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC, which shall include information submitted to the CEC for consideration,

summary minutes of meetings, findings and/or recommendations to the Agency's legally designated selection authority.

2. Prequalification of Consultants
    a. All firms, including any public or private universities, shall have a current prequalification status which can be found on the Tennessee Department of Transportation's website.
    b. Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).
    c. Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an "Unlimited' or "Limited" prequalification status as described below:
        - Unlimited Prequalification: This level of prequalification allows consulting firms to compete for any projects for which they are professionally and financially pre-qualified with the Tennessee Department of Transportation. Continued prequalification at this level requires submittal of the prequalification form every three years.
        - Limited Prequalification: This level of prequalification allows firms seeking prequalification for engineering and design related services to:
            - Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or
            - Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.
    d. Expiration or termination of a consultant's prequalification status may be cause for the Agency to terminate any contract with a consultant.
    e. A name change, merger, buy out or other similar change in status shall cause a termination of the existing prequalification and necessitate the submittal of a new prequalification form to the Tennessee Department of Transportation.
    f. A firm's prequalification status shall be terminated if the firm is included on the Federal Excluded Parties List or if it has been suspended or debarred by the Tennessee Department of Transportation or any other agency of the State of Tennessee.

3. Competitive Negotiation Procurement Procedure
    a. Confidentiality of Data and Records Retention
        - To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
        - Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the Agency's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. § 112 and 23 CFR Part 172 without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.
        - In accordance with 23 CFR 172.7 and the provisions of 2 CFR 200.333, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report. The only exceptions are the following:
            - If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
            - When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
            - Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
            - When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity

b. Solicitation

The Agency shall seek Letters of Interest from pre-qualified firms by public announcement through its internet website and by any other means of advertisement that may be required by law. Solicitations shall be reviewed and approved by the Local Programs Development Office before publishing.

- For all contract types, the solicitation shall address:
  - Contact information at the Agency for project specific questions;
  - The specific location where the Letters of Interest should be mailed or emailed;
  - The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
  - A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline for the Letters of Interest; and
  - Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
- The solicitation shall provide at a minimum, the following:
  - A detailed scope of work, including:
    - The purpose and description of the project;
    - The services to be performed;
    - The deliverables to be provided;
    - The estimated schedule for performance of the work; and
  - The technical requirements of consultants required including the applicable standards, specifications, and policies;
  - The qualifications of consultants needed for the services to be rendered;
  - Any requirements for interviews or other types of discussions that may be conducted with the most highly qualified firms in Phase II of the selection of process;
  - The evaluation criteria to be used in Phases I and II of the selection process, including the relative weight of importance of the factors to be considered in evaluating the interested firms that submit proposals in Phase II of the selection process;

- Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;
- The contract type and method of payment; and
- Any special provisions or contract requirements associated with the solicited services.

- For mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project as described in Attachment A. The Agency must advertise separately for design and CEI services for midrange and large projects, OR the Agency must separate the project into phases on one advertisement and require the consultant to indicate to which phase they are responding.

c. Consultant Evaluation Criteria
   - The qualifications-based selection criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
     - For Phase I evaluation, the qualifications-based evaluation criteria may include, but are not limited to, the following:
       - Work experience in the required disciplines with TDOT, the Agency, and/or other clients;
       - Specialized expertise;
       - Professional licensure;
       - Staff capabilities of prime consultant;
       - Size of project and limited or unlimited prequalification status; and,
     - For firms submitting proposals during Phase II evaluation, the following additional evaluation criteria may also be included:
       - Workload capacity; including amount of work under contract with the Agency, if applicable
       - Past performance on Agency Projects;
       - Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);

        - Other factors including interviews and demonstrations, as approved by the Agency; and
        - Any approved non-qualifications based evaluation criteria, as provided in paragraph C.2. below.
- If approved by the Agency's legally designated selection authority and the Department's Local Programs Office, the following non-qualifications based criteria are permitted, provided the combined total of these factors does not exceed a nominal value of ten percent (10%) of the total evaluation criteria:
    - For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants; and/or
    - For any contracts a local presence may be used as a nominal evaluation factor where appropriate; provided, that this factor shall not be based on political or jurisdictional boundaries, and provided further that this factor may be applied only on a project-by-project basis for contracts where:
        - A need has been established for a consultant to provide a local presence;
        - A local presence will add value to the quality and efficiency of the project; and
        - Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
        - If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
- For contracts or projects with Federal-aid funding, the Agency may set DBE goals, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 CFR Part 26, to be considered for selection.

d. Evaluation, Ranking and Selection
- Phase I Evaluation
    - Using the evaluation criteria identified in the public solicitation, the Agency advertising for engineering related services shall evaluate current statements of qualification and

performance data from those firms submitting Letters of Interest.

- Unless specifically stated otherwise in the solicitation, the evaluation of a firm's qualification during Phase I evaluation shall be limited to the prime consulting firm only.
- Evaluations shall be presented to the CEC for review. The CEC shall choose at least three of the most highly qualified consultants who would make viable candidates and who will be invited to submit a proposal.
- The Agency shall issue a list of firms chosen to submit proposals and notify the firms that were not selected. The firms selected in Phase I shall be requested to submit a proposal for the work. Proposal format requirements, delivery address and deadlines shall be included in the notification sent to the selected firms. Electronic delivery and receipt of the proposal may be permitted.

- Phase II Evaluation
  - The Agency shall evaluate the proposals of firms selected in Phase I using the Phase II evaluation criteria identified in the public solicitation.
  - A consultant firm that has been short-listed for a project and asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. Identified sub-consultants will be evaluated using the criteria identified in the public solicitation. All sub-consultants identified on the submittal must be pre-qualified by the Tennessee Department of Transportation to perform the required tasks or have an application pending prior to submittal of the proposal. It shall be the responsibility of the prime consultant to include a signed statement from each sub-consultant on their own letterhead confirming that they have the staff available and agree to provide the necessary services for the specific item/project listed in the prime consultant's proposal. Failure to meet these requirements will void the submittal.
  - Separate formal interviews, if approved as an evaluation criteria, shall be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each

consultant to clarify qualifications, written proposals, or oral presentations.
    - The Agency shall present the evaluation of proposals received from firms selected in Phase I to the CEC for review. The CEC shall rank the firms based on the established and published criteria, or the CEC shall submit to the legally designated selection authority a list of the firms deemed most highly qualified to provide the services required. The list shall contain no fewer than three firms. In instances where only two qualified consultants respond with proposals, the Agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition.
- Phase III Evaluation, Ranking, Selection and Notification
    - If the CEC does not make the final ranking of the most highly qualified firms, the Agency's legally designated selection authority shall rank the firms in order of preference.
    - Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
    - The Agency will negotiate with the three consultant firm(s) deemed to be most highly qualified in rank order.

e. Negotiation of Contract

The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

- Determination of Contract Amount: The Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate, which shall serve as the basis for negotiation, will be based on the following:
    - Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,
    - A comparison with the experience record for similar work performed both by Agency personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

- Scope of Work Meeting with Selected Firm: The Agency will negotiate with the selected firm and may arrange a conference with the prospective consultant where the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.
- Cost Proposal: The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

  In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations:

  - The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
  - The Agency will assess the fairness of the proposed fixed fee based on the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract. Fixed fee is calculated using the following formula: Fixed Fee = 2.35 x Direct Salary x Allowed Fixed Fee Rate. Unless a higher fixed fee rate is expressly approved by the Agency, the maximum allowable fixed fee rate is 13% (See Appendix 1 for fixed fee rate determination).

    - The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
- Contract Negotiations: If the consultant's first cost proposal is rejected by the Agency, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If the Agency rejects the consultant's second cost proposal, negotiations shall be formally terminated and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, the Agency will undertake negotiations with the third most qualified firm and any others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the Agency may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and resolicit proposals pursuant to "POLICY", Section III, B, "Solicitation".
- The Agency shall maintain a record of the negotiations and all required approvals and shall retain these records for 36 months following final payment in accordance with Item A.3. of this section and as provided in 23 CFR § 172.7 and 2 CFR § 200.333.

f. Contract Development and Execution
    - In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.
    - The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to Agency.
    - The contract shall contain a clause whereby the consultant must report at least quarterly all amounts paid to any DBE sub-consultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) sub-consultants.
    - Method of Payment: The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different

payment methods as appropriate for compensation of different elements of work.

- Suspension and Debarment: Prior to contract execution, the Agency shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.
- The Agency shall maintain a record of the negotiations and all required approvals.
- Prior to approval of the contract, the Agency must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of $1,000,000, as a minimum, and the section shall be maintained for the life of the contract. Consultants responsible for the disbursement of Agency funds shall be required to provide evidence of a Fidelity Bond in the amount of $250,000 maintained for the life of the contract.

g. Contract Administration

- Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change subconsultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified at the appropriate level (unlimited or limited) by the Department of Transportation to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.
- After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, the Agency shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work, which project development is commensurate with project billings, and that work does not deviate from the contracted assignment.
- Should conditions warrant, these reviews may consist only of an appropriate exchange of correspondence. These reviews shall

determine, among other matters, if any changes or supplemental agreements are required for the completion of the consultant's work.

- A full-time employee of the Agency shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments.

h. Contract Modifications

- A contract modification, in the form of an executed supplemental agreement or amendment, is required whenever there is a change in the terms of the existing contract, including a change in the cost of the contract; a significant change in the character, scope, complexity, or duration of the work; or a significant change in the conditions under which the work is required to be performed. Contract modifications shall be negotiated using the same procedures as the negotiation of the original contract. The executed supplemental agreement or amendment shall clearly define and document the changes made in the contract and establish the method of payment for any adjustment in contract costs.
- No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection, beyond the type of services solicited in the original solicitation.
- Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed

fee portion of cost plus fixed fee or lump sum reimbursed contracts.

i. Contract Accounting Policies

- Indirect Cost Rate – Basic Agreement or Contract
    - Federally funded projects: The indirect cost rate, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by the cognizant agency as defined by 23 CFR § 172.3. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. Further;
        - The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.
        - The approved rate shall be utilized for the purposes of contract estimation, negotiation, administration, reporting, and contract payment for a twelve month period beginning the seventh month after the firm's Fiscal Year End.
        - If the indirect cost rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR § 172.11(b)(1)(vi). In any event, no new contracts will be considered for any firm without an approved indirect cost rate.
    - State funded projects: Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.
- Travel: Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be preapproved by the Agency. Actual expenses, not to exceed the commercial rate, for the use of company owned airplanes are allowable as a direct charge.
- Fixed Fee Payment:
    - For cost plus fixed fee contracts, payments of fixed fee shall be based on the actual labor costs not to exceed the total approved fixed fee.

  - The fixed fee for each progress billing shall be determined using the consultant's actual direct labor for the specific billing period multiplied by 2.35 times the negotiated fixed fee percent.
  - With the exception of Construction Engineering and Inspection Contracts, the firm may invoice for the balance of any unbilled fixed fee upon successful completion of the contract.
- Contract and Project Closing: The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. The Agency is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.
- Retainage shall not be required for new Engineering and Technical Services Contracts.
- Audit Requirements:
  - Pre-award audits consist of a review of a proposed indirect cost rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals.
  - Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Firms will be selected for contract compliance audits using a risk analysis utilizing primarily the firm's total contract exposure with the Agency and the time elapsed since the last compliance audit.
  - Annual approval of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results. The determination of whether to perform a desk review or full field audit of the indirect cost schedule is made utilizing a risk analysis created in

accordance with the guidelines proscribed in the AASHTO Uniform Audit & Accounting Guide.

- Computer Aided Drafting and Design (CADD) Expenditures: All CADD equipment and software expenditures are to be treated as part of indirect cost. CADD expense will not be allowed as a direct expenditure based on an allocation rate.
- Facilities Capital Cost of Money (FCCM) Rate: FCCM referenced in 48 CFR § 31.205-10 shall be allowed as part of indirect cost and applied to direct labor.
- Direct Costs
    - Include job related expenses that are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.
    - The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
    - Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.
    - The cost of the use of the consultant's vehicle(s) to the Agency's project shall be paid for according to Attachment B, Schedule of Vehicle Reimbursements.
- Collection of Funds Due as Result of Contract Audit: Once an audit is completed and the consultant is found to owe the Agency, the Auditor will notify the Agency's Finance Director in writing, with a copy to the Department's Local Programs Office. The Agency will contact the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the

Agency's possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the Agency's possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

j. Geotechnical Contracts

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling and/or laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards indirect cost computations for engineering services.

Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing services shall be procured as noted in "POLICY", i.e., this section, Section III, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.

k. Sub-consultants for Engineering Services

- Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services may be procured as part of the larger contract, e.g., roadway design. Payment for subsurface exploration/drilling shall be invoiced as a direct cost. Geotechnical studies shall be invoiced as other engineering services.
- Geotechnical Studies Firms as Sub-Consultants
    - Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.
    - Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant.

However, costs associated with subsurface exploration/drilling and/or laboratory testing shall be negotiated by the Agency.

l. Sub-consultants Not Covered Under Engineering Services

In the event a sub-consultant is required whose hiring process, as a prime, would not be governed by Competitive Negotiation under this Section, that sub-consultant shall be retained by the same method as the Agency would use to procure the same type of services under the Agency's local law or other applicable state law.

- Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. The design consultant shall use, and document, the applicable procedures identified by the Agency.
- The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

4. Noncompetitive Negotiation Procurement Procedure

The following procedures shall be used by the Agency, subject to the Tennessee Department of Transportation's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is determined to be inadequate after solicitation of a number of sources, or in emergencies when adherence to normal competitive negotiation procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the Agency shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the Agency, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the

assignment. Before using this form of contracting, the Agency shall submit justification to and obtain approval from the Department; provided, however, that for Federal-aid contracts, the Department shall also submit the request to FHWA for approval in accordance with 23 CFR § 172.7(a)(3)(ii).

5. Small Purchase Procurement Procedure

When the contract cost of the services does not exceed the simplified acquisition threshold as defined in 48 CFR § 2.101 of the Federal Acquisition Regulations (FAR), which is currently $150,000, small purchase procedures may be used. The scope of work, project phases and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Further, a contract obtained under small purchase procedures shall not be modified to exceed the simplified acquisition threshold.

Proposals will be obtained from an adequate number of qualified sources with a minimum of three. In instances where only two qualified consultants respond to the solicitation, the Agency may proceed with evaluation, ranking and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Awards will be made to the responsible firm whose proposal is most advantageous to the program.

6. Technical Service Procurement Procedure

The Agency shall use the procurement process it would use for the same type of service under applicable state or local law; provided, that on Federal-aid projects the procurement process shall be consistent with competitive procurement requirements under 2 CFR Part 200.

ATTACHMENT A – Consultant Selection for Locally Managed Projects

Size of Project	Type of Project	Procurement Requirements
SMALL projects • Must have a full-time employee on staff with experience managing transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list if the Local Government has not been approved by TDOT to use their own forces. The consultants must be qualified in the required area of expertise.	• Transportation Alternatives • intersection improvements without significant ROW (under one acre of disturbance) • Safe Routes to School • resurfacing • striping • signing • guardrail installation • signalization • some bridge replacement projects (under one acre of • disturbance) • non-construction/service contracts (as listed in Chapter 10 of the LGG) • low-risk and exempt ITS	• Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)
MID-RANGE projects • Must have a qualified, fulltime professional engineer on staff. • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.	• roadway widening • realignment of existing roadway • signalization projects with the addition of turn lanes • intersection improvements with significant ROW (over one acre of disturbance • bridge replacement projects requiring significant land acquisition (over one acre of disturbance) • projects with environmental requirements greater than a categorical exclusion but lesser than an EIS • high-risk ITS	• The selected CEI consultant **shall not** be associated with any other aspect of the project.
LARGE projects • Must have a qualified, fulltime professional engineer on staff with extensive experience working with federally-funded transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.	• construction of new facilities • widening of existing roadways • realignment of existing roadways that require significant land acquisition (over 10 acres) • environmental clearances that require an EIS	• The selected CEI consultant **shall not** be associated with any other aspect of the project.

ATTACHMENT B – Policy for Standard Procurement of Engineering and Technical Services

Vehicle Reimbursement Schedule

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of $27.00 per day for compact pick-up trucks used on the Agency's projects. For full size pick-up trucks used on the Agency projects, the consultant shall be reimbursed at the rate of $30.25 per day

Rate changes are approved: _____ _____
AGENCY HEAD DATE

SECTION 11: FIXED ASSET & PROPERTY MANAGEMENT

This section describes the policy and procedures related to the management of accounting for fixed assets of the City of Columbia. In addition to the general policies regarding fixed assets, subsections describe the procedures for controlling those assets from acquisition to disposal.

Policy (11.01)

Tangible assets with an expected useful life or more than one year and of sufficient value or due to the nature and marketability may subject the asset to potential loss or theft shall be managed and controlled in order to insure effective and efficient usage of the asset. Proper stewardship of public assets is key to the establishment of public trust and economic growth of our community.

Definitions (11.02)

Land and Right of Ways – Land is a fixed asset purchased or acquired by the City with the intent to use the asset into perpetuity. Rights of ways are intangible claims to the use of property not owned by the City into perpetuity.

Infrastructure - An interconnected system or network of structures that provide the basis of commerce and development of our community. Infrastructures consist of but may not necessarily be limited to roads, sewers, storm water structures, communication networks and other similar utilities.

Capital Assets – An asset or group of assets whose acquisition cost is $5,000.00 or more and whose expected useful life is more than one year.

Controllable Asset – An asset of group of assets whose expected useful life is greater than one year but whose acquisition cost is less than $5000.00 and whose nature or marketability may subject the asset to potential loss or theft. Controllable assets include but are not necessarily limited to computers and other electronic devices, guns, communication equipment, certain tools and other equipment.

Supplies – General purpose consumable items whose individual value is small and whose life expectancy or usefulness is one year or less.

Surplus Property – Any asset, supply, materials or equipment no longer needed by a department to perform its mission. Included within this definition is excess property of value and scrap which no longer has value for the intent it was originally purchased.

Roles and Responsibilities (11.03)

1. The Purchasing Agent shall be Fixed Asset Manager whose primary duties shall consist of the following:
   a. Maintain asset records for all fixed assets.
   b. Insure that all fixed assets are properly and adequately tagged or otherwise identified as property of the City of Columbia.
   c. Coordinates the inventory of all fixed assets.
   d. Maintains complete and accurate insurance schedules for fixed assets consistent with City policy.
   e. Provide for the disposal or transfer of all surplus fixed assets in a manner consistent with the best interest of the City.

2. Department Heads /Directors shall be responsible for:
   a. Safekeeping and maintenance for all fixed assets assigned to and or purchased for their respective departments.
   b. To insure that the use of all assets is consistent with City policies and procedures.
   c. Timely identification and reporting of all fixed assets no longer needed by their department.
   d. Insuring that the inventory of fixed assets is accurately completed in a timely fashion.
   e. The appointment of a departmental inventory coordinator.

3. Departmental Inventory Coordinator shall be responsible for:
   a. Coordinating and or conducting the physical inventory of fixed assets at the respective department.
   b. Assisting with the identification of new, surplus and transferred assets by completing and submitting equipment control forms as required.

4. Employees shall be responsible for:
   a. The care and maintenance of City property within their control or possession.
   b. Insuring that City property is controlled according to the policy and procedure set forth herein.

Control and Identification (11.04)

1. Control - City property, assets and/or equipment are to be used only in the performance of City duties. It is not the policy of the City to lend City property to individuals or organizations or to permit members of the staff to use City property and/or equipment for their personal use. Removal of City property from buildings and/or grounds of the City for purposes other than City business is strictly prohibited.

2. Identification - All capital and controllable assets shall be properly identified and/or tagged in such a manner as to clearly mark the asset as City of Columbia property.
    a. Titled and registered vehicles and heavy equipment may be sufficiently identified by serial number and therefore do not require a City asset tag; however, if the serial number becomes damaged or obscured the department inventory coordinator shall request a fixed asset tag to be placed on the vehicle or equipment. In most instances these vehicles shall further be identified with City logo, seal, or name affixed to the exterior.
    b. All capitalized and controllable equipment shall be identified with a City fixed asset tag unless exempted. Tags will be placed near or adjacent to the manufacturer's nameplate when possible and/or in a position for easy sighting. Additional identifying information such as serial or model numbers will be recorded or verified at this time. Certain equipment may require tag numbers be "etched" or written with a permanent marker. The department inventory coordinator shall request a replacement tag when and if the existing tag is lost, damaged or obscured.
    c. Assets may be exempted from tagging due to the nature or use of the asset. Exempted assets shall be identified as to specific location and/or employee to which they are assigned. Assignment and location must be updated as necessary. Examples of exempted assets include but not limited to guns and weapons and covert police equipment.

Inventory (11.05)

Inventories are necessary to verify the existence and condition of assets purchased by the City. It is key to controlling costs and securing public trust in government operations.

1. Frequency – Fixed assets, both capitalized and controllable, excluding real estate will be inventoried every two years on a rotating basis following the schedule below:
    a. Even Numbered Years.
        - Parks & Recreation, January - February
        - Police, September - October
        - City Hall, November - December
        - Emergency, Management - March
    b. Odd Numbered Years.
        - Public Works, November - December
        - Fire & Rescue – September, October
        - Wastewater, January - February

2. Procedure – A list of all fixed assets will be prepared by the Fixed Asset Manager and distributed to the departmental inventory coordinator according to inventory frequency schedule. The Departmental Inventory Coordinator shall then be responsible for conducting the physical inventory of all items listed.
    a. Serial numbers and asset tag numbers shall be verified to the physical asset.
    b. Any item missing an asset tag shall be flagged and another asset tag will be issued.
    c. Assets shall be assessed as to the general condition and noted on the inventory list.
    d. Changes in asset location shall be noted to aid with future inventories.
    e. Full effort shall be made to account for all assets.
    f. Missing assets shall be clearly indicated on the inventory listing.
    g. The Fixed Asset Manager will prepare a list of all missing assets for review by the Department Director and reported to City Council.
    h. In most instances, Departments have been given two months during which to complete the asset inventory. The completed inventory list shall be signed by the department inventory coordinator and Department Director and returned to the fixed asset manager by the 15th of the month following the completion of the inventory.

3. Real Estate – Will not be subject to annual inventory.

Disposals of Surplus Property (11.06)

Capital assets, controllable assets, supplies and other equipment will at some point reach their useful life or utility to the user department or be fully consumed. At that point the asset is considered surplus to the user department and ready for disposal. Disposal may take the form of transfer to another department, trade in on a new asset, sale or disposal. Supplies not consumed and no longer needed by a department shall also be considered for transfer or disposal. The goal of property disposal is to maximize the remaining value of the asset/ supply or equipment for the benefit of the City.

1. Declaration of surplus property – In order to maximize the value of any property no longer needed by a department, it is important to identify and report the property as surplus as soon as possible.
    a. An equipment control form is to be completed and must be signed by the Department Director.
    b. The control form shall identify to the extent possible the asset being declared surplus including serial number, asset tag number, location and general description.
    c. The general condition of the surplus asset shall also be noted and shall include major problems, issues or defects.
    d. To the extent possible, surplus assets shall be stored in such a manner as to prevent theft, loss or damage particularly from the elements until the item can be disposed.

2. Transfers – The highest and best use of surplus property is transfer from one department to another.
    a. Transfers may originate between departments or between the fixed asset manager and the department requesting the surplus property.
    b. An equipment control form shall be completed for all surplus transfers and signed by both the surrendering department and the receiving department.
    c. The completed and signed form shall be submitted to Fixed Asset Manager.
    d. No transfers shall be made between departments without completion of an equipment control form.
    e. Transfers are made without any monetary exchange or budgetary adjustments with the exception of enterprise fund department assets.

f. Enterprise funds are not allowed to transfer assets or supplies to non-enterprise funds or between enterprise funds without being reimbursed the fair market value of the asset being transferred.
g. The Fixed Asset Manager shall update the asset records to reflect all transfers.

1. Trade In – Assets may be traded in for similar assets provided that the City is receiving fair market value for the assets being traded and the asset being acquired is also valued at fair market.
    a. Assets considered for trade in shall have an equipment control form completed and submitted to and approved by the fixed asset manager prior to the consummation of any transaction.
    b. Trade in of assets valued $10,000 or more shall be noted in an agenda item for Council approval disclosing the asset being acquired, its value and trade in allowance being offered and statement of fair market value of the asset being traded.
    c. The Fixed Asset Manager shall update the asset records to reflect all trade in.

2. Disposals – Final disposal of surplus property will be coordinated by the Fixed Asset Manager.
    a. The City Council shall approve or ratify the disposal of all surplus property.
    b. The Fixed Asset Manager will prepare an agenda item for Council approval.
    c. Accepted disposal methods are :
        - Public Auction – may be online or live auction
        - Trade In – see procedure above
        - Sealed Bid – After proper and adequate advertising
        - Recycling – May be applicable to metal, oil
        - Discard – Last disposal method to be considered
        - Donation – If approved by City Council
        - Abandonment – In the case of right of ways and certain real estate
    d. Proceeds from disposals shall be credited to governmental fund from which the asset was purchased.
    e. The Fixed Asset Manager shall update the asset records to reflect all disposals.
    f. City employees, with the exception of the fixed asset manager, are allowed to bid on surplus property being sold in an open public market

such as public auction or sealed bid. City employees are prohibited in engaging in the recycling or discard of City property.

Theft, Loss or Damage of City Property (11.07)

Departments shall take all reasonable and necessary measures to prevent theft or loss of City property however in the event that such an event occurs the following procedure must be followed.

1. Any theft of City property must be reported immediately to the City Police Department by telephone and confirmed in writing by the Department in charge of the lost property.

2. A copy of the police report shall be attached to a completed equipment control form and submitted to the department inventory coordinator who shall then route the forms to the Fixed Asset Manager.

3. Damaged City property may be insured against such damage and as such should be reported to the department inventory coordinator who shall then notify the fixed asset manager regarding the extent of damage. An insurance claim shall be filed by the department with the City's current insurance carrier. In the event of a total loss, the department inventory coordinator shall complete an equipment control form including the department head's signature and forward the form to the Fixed Asset Manager.

Scrap Metal (11.08)

The sale of scrap metal is regulated by the State of Tennessee as covered in Title 62 Chapter 9 of the T.C.A. The City of Columbia will conform to those regulations when selling any scrap metal.

1. Unless specifically authorized by the Fixed Asset Manager, all sales must be to a licensed scrap metal dealer in the State of Tennessee

2. Payment will be made by check or money order payable to the City of Columbia.

SECTION 12: VENDOR RELATIONS

Vendor Relations (12.01)

1. Introduction - The City of Columbia strives to develop effective relationships with vendors and encourages full and open competition wherever possible. The City also endeavors to maintain strong enduring relationships with vendors of proven ability and desire to meet our needs. To accomplish this, our purchasing activities will be conducted so that vendors will value our business and make every effort to furnish our requirements on the basis of quality, service and price. The relationship between the purchaser and seller is one of mutuality.

   The City will buy only from suppliers who have adequate financial strength, high ethical standards, and a record of adhering to specifications, maintaining shipping promises and giving full measure of services. New sources of supply will be given due consideration as multiple sources of supply are necessary to ensure availability to materials and promote competition.

   It is essential to develop and maintain goodwill between the City of Columbia and its suppliers. The reputation of the City can be promoted by:
   a. Giving all salespersons a full, fair, prompt and courteous hearing.
   b. Keeping competition open and fair.
   c. Keeping specifications fair and clear.
   d. Cooperating with the seller and considering their difficulties in providing the service or products.
   e. Having consistent buying policies and principles.
   f. Observing strict truthfulness in all transactions and in correspondence.
   g. Respecting the confidence of the salespersons or their company as to confidential information.
   h. Keeping free from obligation to any vendor.

2. Department Contact with Vendors - In the day-to-day conduct of their duties, department employees are often in contact with potential vendors and suppliers. While it is sometimes desirable for employees to be in a position to recommend certain products, no department shall attempt to place orders with vendors, except as described in this manual.

3. Initial Vendor Contact - It is suggested that all vendors desiring to sell goods and services to the City complete and submit a Vendor Application.

NOTE: Vendors may make application by accessing the City's Finance Department webpage www.columbiatn.com/government/finance, then selecting the "Purchasing" subpage and selecting Vendor Registry. A paper application is available upon request.

Code of Ethics and Conduct (12.02)

It is the policy of Purchasing to promote the City's reputation for courtesy, fairness, and impartiality. The responsibility for achieving this goal rests with each individual who participates in the procurement process. This includes the using agencies, the vendors, as well as the Purchasing staff. Purchasing adheres to a high standard of ethics and conduct as set forth by the State of Tennessee and the National Institute of Governmental Purchasing (NIGP). Public purchasing officers are required to maintain complete independence and impartiality in dealings with vendors, both in fact and in appearance, in order to preserve the integrity of the competitive process and to ensure there is public confidence that contracts are awarded equitably and economically.

1. Acceptance of Gratuities, Gifts, and Business Courtesies
   The City of Columbia prohibits the acceptance of any item of value (remuneration) made directly or indirectly, in cash or in kind, that may induce or appear to induce the purchase or referral of any kind of goods, services, or items. Consequently, the acceptance of any gifts or business courtesies from vendors or others with whom we presently or potentially conduct business that would violate this is strictly prohibited.

2. Receiving Gifts
   In all instances, the following criteria must be met in order to accept a gift:
   a. Promotional items such as pens, notepads, mugs or similar items may be accepted from a vendor or business associate as long as they are nominal in value ($10 or less per instance and no more than $50 in the aggregate annually); and
   b. Cash or cash equivalents such as gift certificates, stocks, bonds, etc. from outside entities or Non-employed individuals are prohibited.

3. Social Events and Business Courtesies
   There may be times when it is permissible to accept a meal or other invitation offered by a current or potential business associate. However, the purpose must never be to induce or influence a business transaction. As a general rule, the cost must be reasonable. If the occasion appears extravagant or if the

invitation could be perceived as intended to influence a business decision involving the City, attendance at such an occasion is prohibited.

To be acceptable, the occasion must conform to the following guidelines:

a. The cost and location must be reasonable and not extravagant; and
b. Paid expenses for any travel costs or overnight lodging for the individual or his/her family are prohibited; and
c. The invitation is for an ordinary business meal or gathering during which the host is present and business is conducted; and
d. Acceptance of such an invitation from an individual or entity is rare unless expenses are shared by both parties; and
e. Business courtesies of personal benefit, such as a pair of tickets or invitations to sporting events, theatrical events, or golf outings may not be accepted.

4. Use of Information
   An official or employee may not disclose any information obtained in his/her official capacity or position of employment that is made confidential under State or Federal law except as authorized by law. In addition, officials and employees of the City cannot use or disclose information obtained in their official capacity or position of employment that would result in financial gain for themselves or any other person or entity.

5. Except for the receipt of such compensation as may be lawfully provided for the performance of City duties, and as noted below, no City official or employee shall be privately interested in or profit, directly or indirectly, from business dealings with, of or by the City.

6. No City official or employee shall enter into a contract with the City or perform any work or function under any contract with the City if he or she has a direct or indirect financial interest in the contract, unless all of the following conditions are met:
   a. The contract is awarded through a process that complies with the City's purchasing requirements;
   b. The service performed must not be any service which the employee might provide in the normal scope of their regular duties for the City;
   c. The service performed must not present a conflict of interest nor a conflict of time with the employee's regular duties for the City; and
   d. The City Manager makes a formal finding that it is in the best financial interest of the City to do so after full disclosure on the part of the

employee of his or her direct or indirect financial interest in the contract, and the City Manager's finding and the employee's full financial disclosure are recorded on the minutes of the City Council in open session.

Complaints by Vendors (12.03)

Vendor 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 his problem and obtain remedy.

1. 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 shall forward a copy of the complaint to the user department who shall provide a written reply within ten (10) days to the Purchasing Agent who will review and if in agreement, forward on to the vendor.

2. 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 involve. The City Manager's decision shall be final.

   Vendor Protest – The process for handling a protest related to a bid or the award thereof in included in Section 7 of this manual.

Debarment of Vendors (12.04)

1. Debarment Procedure - After reasonable notice to a vendor of continued performance issues or other uncorrected problem areas, the Purchasing Agent, after consulting with the City Attorney, is authorized to debar a vendor for cause from consideration for award of contracts, for a period of not more than three (3) years. Causes for debarment include:
    a. Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract.
    b. Conviction under State or federal statutes of any offense indicating a lack of business integrity or business honesty. Examples include: embezzlement, theft, forgery, bribery, collusion, and other public entity crimes.
    c. Conviction under State or federal antitrust statutes arising out of the submission of bids or proposals.
    d. Violation of contract provision of sufficient seriousness that the Purchasing Agent, with approval of the City Attorney, considers debarment appropriate. This would include failure to perform or unsatisfactory performance of a contract or bid.
    e. Any other cause that the Purchasing Manager determines to be so serious as to affect responsibility as a contractor to the City. Any vendor being debarred will be notified in writing by the Purchasing Agent. All reasons for the action being taken will be explained. The decision to debar the vendor is final unless otherwise overridden by the City Manager.

2. Reinstatement - A person or corporation may be reinstated to do business with the City under the following conditions:
    a. Discovery of new and material evidence not previously available
    b. Dismissal of indictment or reversal of conviction, or
    c. Bonafide change in ownership or management sufficient to justify a finding of present responsibility.

The request of reinstatement shall be forwarded in writing to the Purchasing Agent. The City Manager shall determine whether to reinstate based on written submission of evidence to one or more of the above conditions.

SECTION 13: TRAVEL POLICY

Purpose (13.01)

Travel expenses may be incurred as a normal part of conducting City business. It is the policy of the City that eligible expenses incurred while on City business be reimbursed to the individual when properly documented. Personal and ineligible expenses incurred while on City business remain the responsibility of the individual. Permissible functions are conventions, luncheons, meetings, seminars, and training sessions that are related to the operations of the City of Columbia. Reimbursement for travel shall be limited to the amount of funds budgeted within the respective departments.

Authorization to Travel (13.02)

Travel must be approved in advance. Prior authorization requires that an estimate of all expenses that may be incurred as a result of the travel be submitted using The *Travel Authorization Form*.

1. City employees, except the City Manager, shall submit the travel Authorization Form to their respective department head for approval.
2. Boards and Commission members shall submit the Authorization Form to the City Manager.

Travel Vouchers (13.03)

Travel vouchers are used to document actual travel expenses upon return and shall be submitted within fourteen (14) days of the conclusion of the travel.

The following provisions shall be observed when requesting or submitting a travel voucher:

1. Meals are not reimbursed unless an overnight stay is involved.

2. Travel vouchers are submitted to and approved in the same fashion as the Authorization to Travel Form.

3. Travel vouchers require original receipts for those items not included within a per diem allowance or mileage reimbursement.

4. The State of Tennessee Travel Regulations shall be the guide for all travel reimbursement with the following exception:

a. The City will not reimburse per diem meal rates for any and all meals furnished as part of training sessions, conferences or hotel accommodations regardless of the employee's participation in the meal.

5. Reimbursement rates shall automatically change as the State of Tennessee Travel Regulation Policy changes unless specifically preempted by the City Manager.

6. Travel expenses for spouses or other personal guests are not reimbursable by the City unless their travel specifically relates to City business and is authorized prior to the travel.

7. Rental of Vehicles may be reimbursed if approved in advance and supported by a detail receipt upon return. Rental vehicles should be refueled prior to returning the vehicle. Rental contracts should include the cost of physical damage coverage.

8. Parking expenses exceeding the State of Tennessee allowable amount will be reimbursed with a proper receipt.

9. Job related entertainment or recreational expenses shall be reimbursed if approved in advance by the City Manager.

10. An employee may be considered in travel status and eligible for expense reimbursement the day preceding and the day following a schedule meeting or conference. Reimbursement may be prorated on these days depending upon the time of departure for the event of time of return after the event.

SECTION 14: FEDERAL PURCHASING PROCEDURES

Procurement Involving Federal Funds (14.01)

When procuring property or services under a federal award, the City must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and standards found in C.F.R. 200.318 general procurement standards through C.F.R. 200.326 Contract provisions.

Procurement Standards (14.02)

Federal related purchases will follow the same procedures and policies for all purchases except when they are in conflict with federal procurement standards. In those instances, purchases made involving Federal Funding including FEMA disaster relief will comply with the more restrictive of the two standards.

1. Federal standards are broken down into the following categories:
    a. General procurement standards (2 C.F.R. § 200.318)
    b. Competition (2 C.F.R. § 200.319)
    c. Methods of procurement (2 C.F.R. § 200.320)
    d. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321)
    e. Procurement of recovered materials (2 C.F.R. § 200.322)
    f. Contract cost and price (2 C.F.R. § 200.323)
    g. Awarding agency and pass-through entity review (2 C.F.R. § 200.324)
    h. Bonding requirements (2 C.F.R. § 200.325)
    i. Contract provisions (2 C.F.R. § 200.326 and Appendix II)

2. Federal standards requires the City to:
    a. Maintain oversight of contractors to ensure that contractors perform in accordance with the terms, conditions, and specific contract administration system ensuring that contractors perform as required
    b. Maintain a written code of standards of conduct covering conflicts of interest and governing the performance of employees engaged in the selection, award, and administration of contracts, and avoid conflicts of interest
    c. Maintain procedures that provide for a review to avoid purchase of unnecessary or duplicative items; make lease verses purchase determinations

d. Award only to responsible contractors
e. Maintain sufficient records to detail the significant history of a procurement
f. Be responsible for the settlement of all contractual and administrative issues

Time and Material Contracting (14.03)

The use of Time and Material contracting; however, they may use only after a determination that no other contract is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk. Generally limits the use of these contracts to the first 70 hours of work performed after a disaster when a clear scope of work cannot be developed.

Open Competition (14.04)

1. All responsible sources shall be permitted to compete for purchases involving Federal funding.

2. Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or proposals must be excluded from participating for such procurements.

3. Federal procurement does not allow for:
    a. Unreasonable qualification requirements
    b. Requiring unnecessary experience and bonding
    c. Noncompetitive pricing practices between firms
    d. Noncompetitive awards to consultants on retainer
    e. Organizational conflicts of interest
    f. Specifying a "brand name" product only instead of allowing an "equal" product
    g. Any arbitrary action in the procurement process

Procurement Thresholds (14.05)

1. Purchases of $3,500 or less are considered to be micro-purchases and do not require competitive pricing. It should be noted that this limit is less that the purchasing threshold used for non- federal purchasing.

2. Purchases for $3500 to $25,000 require three written quotes.

3. Purchases above $25,000 must follow a sealed bid process, competitive proposal process or noncompetitive proposal process.

4. Non-competitive proposals may be used ONLY if the one of the following applies:
    a. Only available from a single source
    b. Emergency purchase
    c. Federal awarding agency of pass through entity expressly authorizes it
    d. After solicitation, competition is deemed inadequate

Contracting (14.06)

1. The Federal procurement standards include public policy objectives related to the use of small businesses, minority firms, women's business enterprises, and labor surplus area firms.

2. With respect to these firms, the City must:
    a. Place qualified firms on the solicitation lists
    b. Assure these firms are solicited whenever they are potential sources
    c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation
    d. Establish delivery schedules, where the requirement permits, that encourages participation by these firms
    e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce
    f. Require prime contractors to take these same steps

SECTION 15: RECORD RETENTION POLICY

Requirements for Record Retention (15.01)

Municipal officials should be aware that federal and State laws, regulations, grants, contracts or terms of a loan agreement may require them to keep certain records for certain periods of time. Since municipal governments are instrumentalities of the state, some of the laws addressing what records must be kept by City offices and how those records should be managed are found in the Tennessee Code Annotated (T.C.A.). As with the federal government, the state of Tennessee also has a set of rules and regulations promulgated by state agencies, boards and commissions, which are published by the secretary of state and known as the Official Compilation — Rules and Regulations of the State of Tennessee.

The duties of many City officials are set forth in Title 8 and in the general law charters in Title 6 of the T.C.A. Other duties and responsibilities are found in private act charters. For many offices, there are requirements included in the duties of the office to keep and preserve specific types of records. Certain City officers and employees, such as the City Recorder, Personnel Director and Court Clerk have a major record-keeping function. The proper and efficient performance of these duties is necessary not only for the continued operation of the City government, but also for the preservation of order in our society. Even offices without a primary record-keeping function are required to keep records.

Legislation Regarding Record Retention (15.02)

1. T.C.A. 10-7-701. Public records – Temporary records.
   All documents, papers, records, books of account, and minutes of the governing body of any municipal corporation, or of any office or department of any municipal corporation, within the definition of "permanent records," "essential records," and/or "records of archival value," as defined in § 10-7-301, constitute "public records" of the municipal corporation. All documents, papers, or records of any municipal corporation or of any office or department of the municipal corporation that constitute "temporary records" and/or "working papers" within the definition set forth in § 10-7-301(13) and (14) constitute "public records" of the municipality, except that "temporary records" may be scheduled for disposal as authorized in this part.

2. T.C.A. 10-7-702. Retention schedules**.**
   a. The municipal technical advisory service, a unit of the Institute for Public Service of the University of Tennessee, is authorized to compile and print, in cooperation with the state library and archives, records retention manuals which shall be used as guides by municipal officials in establishing retention schedules for all records created by municipal governments in the state.

   b. Notwithstanding any law to the contrary, the governing body of any municipality may by resolution authorize the disposal of any permanent paper record of the municipality when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, or any appropriate electronic medium, in accordance with § 10-7-121. Other records of the municipality may be disposed of when the retention period that is prescribed in the retention schedule used by the municipality has expired. For purposes of this subsection (b), disposal includes destruction of the record. A municipality may adopt reasonable rules and policies relative to the making, filing, storing, exhibiting, copying and disposal of municipal records.

3. T.C.A. 10-7-121. Government records kept on computer or removable computer storage media.
   a. Notwithstanding any other law to the contrary, any information required to be kept as a record by any government official may be maintained on a computer or removable computer storage media, including in any appropriate electronic medium, instead of bound books or paper records if the following standards are met:
      - Such information is available for public inspection, unless it is a confidential record according to law
      - Due care is taken to maintain any information that is a public record during the time required by law for retention
      - All daily data generated and stored within the computer system shall be copied to computer storage media daily, and the newly created computer storage media more than one (1) week old shall be stored at a location other than at the building where the original is maintained
      - The official can provide a paper copy of the information when needed or when requested by a member of the public.

b. Nothing in this section shall be construed to require the government official to sell or provide the media upon which such information is stored or maintained.

4. In any county having a population of more than eight hundred thousand (800,000), according to the 1990 federal census or any subsequent federal census, all material that is maintained on a computer or removable computer storage media by the assessor of property that relates to information developed from the assessment of property or that is a record of the final assessment of property shall be made available to the public at cost within thirty (30) days of a request by a member of the public.

Records disposition authority (15.03)

1. The following positions are charged with authorizing and approving the disposition and destruction of records that no longer have administrative, fiscal, legal, or historical value: City Manager, City Recorder, City Court Clerk, City Judge, Finance Director, Fire Chief, Personnel Director, Parks Director, Public Works Director, Wastewater Director or Police Chief.

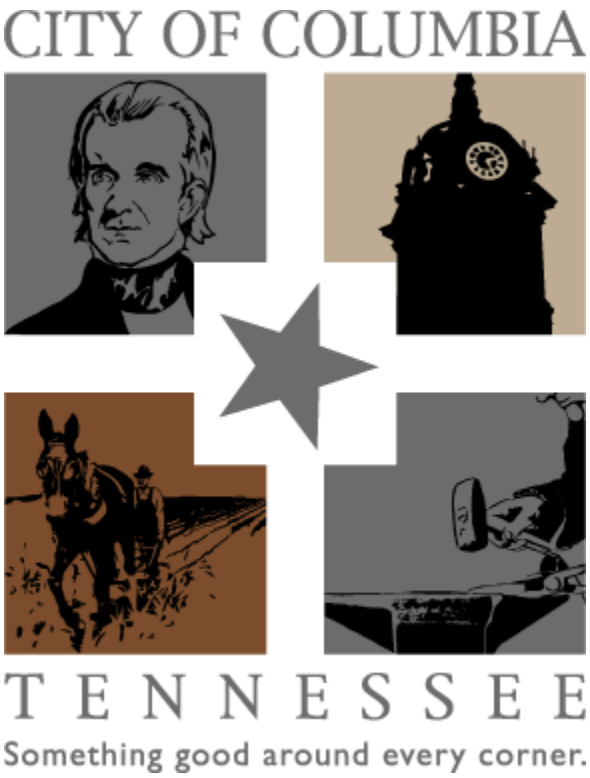
2. The positions described above are authorized to dispose of any permanent paper record when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, including CD-ROM disks, in accordance with *TCA* 10-7-121.

3. The City Manager shall designate staff responsible for conducting yearly audit of each department to ensure compliance with this policy. The audit shall consist of examining random samples of existing documents and record inventory worksheets.

4. The disposition of records shall be in accordance with the record retention schedule recommended by the University of Tennessee's Municipal Technical Advisory Service, pursuant to the authority granted in *TCA* 10-7-702. However, records may be retained for longer periods when it would be advisable or otherwise helpful to do so or otherwise directed by City Council.

City of Columbia

Investment Policy



Adopted on December 13, 2018

Exhibit A

CITY OF COLUMBIA, TENNESSEE
INVESTMENT POLICY

1. SCOPE

This policy applies to the investment of all funds of the City of Columbia, Tennessee. Investments of employees' post benefit retirement funds are covered by a separate policy. Except for special funds that are otherwise specifically provided for, the City of Columbia will consolidate the balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation of capital in the overall portfolio in accordance with generally accepted accounting principles.

2. POLICY

It is the policy of the City of Columbia to invest idle public funds in a manner that is in compliance with Tennessee Code Annotated (T.C.A.) 6-56-106 and meets the daily cash flow demands of the City.

3. OBJECTIVES

The city's investments shall be managed to accomplish the following hierarchy of objectives: a) Safety of Principal b) Maintenance of Liquidity and c) Achieve a Market Return.

A) Safety of Principal

Safety of principal is the single most important objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate the following risks:

i. Credit Risk

The City will minimize credit risk, which is the risk of loss due to the failure of the investment issuer or backer, by:

- Limiting the portfolio to the types of investments pursuant to TCA 6-56-106;
- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

ii. Interest Rate Risk

The City will minimize interest rate risk, which is the risk that the market value of investments in the portfolio will fall due to changes in market interest rates, by:

- Structuring the portfolio to meet the cash requirements of ongoing operations, thereby mitigating the need to liquidate investments at a loss prior to maturity;
- Investing operating funds primarily in shorter-term investments and limiting the average maturity of the portfolio in accordance with this policy in accordance with T.C.A. 6-56-106.

iii. Concentration Risk

The City will minimize Concentration of Credit Risk, which is the risk of loss due to having a significant portion of resources invested in a single issuer, by diversifying the investment portfolio as described in ***Portfolio Diversification*** section. Diversification so that the impact of potential losses from any one type of security or issuer will be minimized. Investments issued or explicitly guaranteed by the U.S. government or Tennessee Bank Collateral Pool, Tennessee Local Government Investment Pool (LGIP) and any other external investment pools authorized by that are authorized by the State are excluded from this requirement.

iv. Custodial Credit Risk

The City will minimize Custodial Credit Risk for deposits, which is the risk that in the event of the failure of a depository financial institution the deposits or collateralized investments that are in the possession of an outside party would not be able to be recovered. See ***Collateralization*** below.

The City will minimize Custodial Credit Risk for investments, which is the risk that in the event of the failure of the counterparty to a transaction the value or collateralized investments that are in the possession of an outside party would not be able to be recovered. See ***Safekeeping and Custody*** below.

B) Maintenance of Liquidity

The City Portfolio shall be managed in such a manner that assures that funds are available as needed to meet those immediate and/or future operating requirements of the City, including but not limited to payroll, accounts payable, capital projects, debt service and any other payments.

C) Achieve a Market Return

The investment portfolio shall be designed with the objective of achieving a market return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a market return relative to the risk being assumed.

4. STANDARDS OF CARE

A) Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The City may employ an outside investment manager(s) to assist in managing some or all of the City Portfolio. Such outside investment manager(s) must be registered under the Investment Advisors Act of 1940. While the standard of prudence to be used by the "Investment Officer" who are City officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Investment Advisor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

B) Ethics and Conflicts of Interest

City employees involved in the investment process for the City shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. City employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Further, said employees and officers shall disclose any personal finance or investment positions that could be related to the performance of the City Portfolio. City employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

C) Delegation of Authority

Authority to manage the investment program is granted to the city's Chief Financial Officer (CFO), hereinafter referred to as the *Investment Officer,* appointed by the City Manager pursuant to the Columbia Municipal Charter. The Assistant Finance Director may act in the capacity of Investment Officer as needed day-to-day or on a temporary basis in cases when the CFO is unable to discharge duties.

i. Investments authorized by this policy may be approved by the City Manager, Investment Officer or Assistant Finance Director;

ii. Investments with a maturity date exceeding two years or in an amount exceeding $10,000,000 shall also be approved by either the City Manager or Investment Officer.

The Investment Officer, Assistant Finance Director and City Manager, acting in accordance with this Investment Policy and exercising due diligence, shall be relieved of personal responsibility for the failure of any investment to perform according to expectations, provided that the Investment Officer shall report any deviations from expectations in a timely fashion.

5. AUTHORIZED FINANCIAL INSTITUTIONS

A list will be maintained of financial institutions and depositories authorized to provide investment services. All financial institutions who desire to become qualified for investment transactions must supply the following as appropriate:

A. Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines;
B. Proof of membership in the Tennessee Bank Collateral Pool;
C. Certification of having read and understood and agreeing to comply with the City's Investment Policy.

Nothing in Section No. 5 precludes the City from using a qualified financial advisory/investment firm or investment services, the standard of care to be exercised by such a professional service provider outlined in Section 4(A).

6. AUTHORIZED AND SUITABLE INVESTMENTS

The City of Columbia's Investment Officer, in order to provide a safe temporary medium for investment of idle funds, shall have the authority to purchase and invest prudently as authorized in Appendix A and by TCA 6-56-106 or as it may be amended (Appendix B).

7. COLLATERALIZATION

In accordance with State law T.C.A. 9-4-105 and the GFOA Recommended Practices on the Collateralization of Public Deposits, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit, except when the institution issuing the certificate of deposit belongs to the Tennessee Bank Collateral Pool.

8. REPORTING

The Investment Officer shall prepare an investment report not less than quarterly of the status of the current investments. The report will include the following:

A. Percent invested in each security type (CD, US Treasury, etc.);
B. Listing of investments by maturity date.

9. PORTFOLIO DIVERSIFICATION

It is the policy of the City of Columbia to reduce overall risks while attaining average market rates of return by diversifying its investments.

The investments shall be diversified by:

A. Limiting investments to avoid over concentration in eligible securities from a specific issuer or business sector (excluding U.S. Treasury securities);
B. Investing a portion of the portfolio in readily available funds such as the Tennessee Local Government Investment Pool (LGIP) or collateralized money market funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

C. Portfolio maturities shall be staggered to avoid undue concentration of assets with similar maturity dates.

10. SAFEKEEPING AND CUSTODY

The City Manager shall approve a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties or unanticipated changes in financial markets.

11. AMENDMENTS

This Investment Policy shall be reviewed at minimum every three years.

Appendix B

Tenn. Code Ann. § 6-56-106

Tennessee Code Annotated
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*** Current through the 2018 Regular Session ***

Title 6 Cities And Towns'
Municipal Government Generally
Chapter 56 Fiscal Affairs
Part 1 General Provisions

6-56-106. Authorized investments.

(a) In order to provide a safe temporary medium for investment of idle funds, municipalities are authorized to invest in the following:

(1) Bonds, notes or treasury bills of the United States;

(2) Nonconvertible debt securities of the following federal government sponsored enterprises that are chartered by the United States congress; provided, that such securities are rated in the highest category by at least two (2) nationally recognized rating services:

(A) The federal home loan bank;

(B) The federal national mortgage association;

(C) The federal farm credit bank; and

(D) The federal home loan mortgage corporation;

(3) Any other obligations not listed in subdivisions (a)(1) and (2) that are guaranteed as to principal and interest by the United States or any of its agencies;

(4) Certificates of deposit and other evidences of deposit at state and federally chartered banks, and savings and loan associations. Notwithstanding any other public or private act to the contrary, all investments made pursuant to this subdivision (a)(4) shall be secured by collateral in the same manner and under the same conditions as state deposits under title 9, chapter 4, parts 1 and 4, or as provided in a collateral pool created under title 9, chapter 4, part 5;

(5) Obligations of the United States or its agencies under a repurchase agreement for a shorter time than the maturity date of the security itself if the market value of the security itself is more than the amount of funds invested; provided, that municipalities may invest in repurchase agreements only if the comptroller of the treasury or the comptroller's designee approves

repurchase agreements as an authorized investment, and if such investments are made in accordance with procedures established by the state funding board;

(6) The local government investment pool created by title 9, chapter 4, part 7;

(7) (A) Municipalities having a population in excess of one hundred fifty thousand (150,000), according to the 1990 federal census or any subsequent federal census, may also permit investment of idle funds in the following investment instruments:

(i) Prime banker's acceptances that are eligible for purchase by the federal reserve system; and

(ii) Prime commercial paper that is rated at least A1 or equivalent by at least two (2) nationally recognized rating services;

(B) Municipalities having a population of not less than twenty thousand (20,000) nor more than one hundred fifty thousand (150,000), according to the 1990 federal census or any subsequent federal census, may also permit investment of idle funds in prime commercial paper in accordance with the following:

(i) Such paper shall be rated in the highest category by at least two (2) commercial paper rating services; and

(ii) The paper shall have a remaining maturity of ninety (90) days or less;

(C) Investment in the instruments set forth in this subdivision (a)(8) shall first be authorized by the municipality's legislative body, acting by resolution or ordinance. In addition, investment in such instruments shall be prohibited until the legislative body has adopted written policies to govern the use of such instruments, with such policies being no less restrictive than those established by the state funding board to govern state investments in such instruments;

(8) The municipality's own bonds or notes issued in accordance with title 9, chapter 21; and

(9) (A) Investment in the instruments set forth in subdivision (a)(2), (a)(5), (a)(7), or any type of investment authorized pursuant to a municipality's charter that is of a type that is not included in this part shall require the following:

(i) The municipality's legislative body must authorize the investment by ordinance; and

(ii) The legislative body must adopt a written enforceable investment policy by ordinance to govern the use of investments, with the policies being no less restrictive than those established by the state funding board to govern state investments in these types of instruments.

(B) Investment in instruments covered by this subdivision (a)(9) shall be prohibited until the legislative body has adopted written policies to govern the use of the investments or an ordinance has been passed to authorize the investment.

(b) The investments listed in subdivisions (a)(1)-(4) may have a maturity of not greater than four (4) years from the date of investment; however, such investments may have a maturity of greater than four

(4) years from the date of investment if such maturity is approved by the comptroller of the treasury or the comptroller's designee.

(c) (1) Proceeds of bonds, notes and other obligations issued by municipalities, reserves held in connection therewith and the investment income therefrom, may be invested in obligations that:

(A) Are rated in either of the two (2) highest rated categories by a nationally recognized rating agency of such obligation;

(B) Are direct general obligations of a state of the United States, or a political subdivision or instrumentality thereof, having general taxing powers; and

(C) Have a final maturity on the date of investment of not to exceed forty-eight (48) months or that may be tendered by the holder to the issuer thereof, or an agent of the issuer, at not less than forty-eight-month intervals.

(2) Such proceeds and the investment income thereon may also be invested as otherwise set forth in this section.

(d) The investments authorized by this section are in addition to those authorized in any other general law or in any municipality's charter.

History: Acts 1943, ch. 47, § 1; mod. C. Supp. 1950, § 3516.29 (Williams, § 3516.31); T.C.A. (orig. ed.), § 6-805; Acts 1985, ch. 299, § 1; 1988, ch. 632, § 1; 1990, ch. 814, § 1; 1991, ch. 165, § 1; 1992, ch. 592, § 7; 1993, ch. 448, § 3; 1994, ch. 752, § 7; 1994, ch. 794, § 1; 1994, ch. 806, § 2; 2000, ch. 996, §§ 4-6; 2004, ch. 466, §§ 1, 2; 2006, ch. 693, §§ 5-7; 2010, ch. 868, §§ 14, 15.

Internal Controls for City Investments

Bonding Requirements

Fidelity Bonds shall be required in the amount of $1,000,000.00 for the City Manager, Investment Officer, Assistant Finance Director (AFD) or other personnel with the ability to initiate wire transfers on behalf of the City.

Cash Flow Schedule

An annual cash flow schedule shall be prepared as part of the City's annual budget process and shall project anticipated inflows and outflows of cash on a month basis for the upcoming fiscal year.

The cash flow schedule shall be reviewed by the Investment Officer on a monthly basis and amended as may be required.

Daily Cash Reporting

Cash receipts shall be deposited on a daily basis into the demand account of the appropriate fund. The City Recorder shall prepare and deliver a daily report all cash receipts by fund to the Investment Officer and AFD.

Investment Authorization

Investment authorizations shall be evidenced and approved in advance by authorized personnel per the City's Investment Policy. Authorization will at a minimum detail amount, type, maturity, interest rate, and broker/institution.

- Investments authorized by this policy may be approved by the City Manager, Investment Officer or AFD.

- Investments with a maturity date exceeding two (2) years or in an amount exceeding $10,000,000 shall also be approved by either the City Manager or Investment Officer.

Investment Decisions

Recommendations for investments shall initiate with the Investment Officer and AFD.

Documentation of Transactions

All investment transactions shall be evidenced in writing using the appropriate and approved forms.

List of Authorized Institution and Brokers

The AFD shall maintain a list of authorized Financial Institutions, Brokers and Dealers.

1. Authorized institutions and brokers shall submit a signed acknowledgement that they have read and understand the investment policy of the City of Columbia.

Written on 10.30.2018

2. Banks and Financial Institutions shall make available on an annual basis audited financial statements, FDIC call report and list of depository contacts.

3. Brokers/Dealers shall make available on an annual basis audit financial statements and documentation as a member in good standing with a national security exchange.

Reporting

The AFD shall prepare and deliver a written report of all investments and related activity on a quarterly basis to the Investment Officer. The Investment Officer shall make quarterly reports to City Council on all investment activity for the preceding quarter and current list of investments.

The report shall contain at a minimum the following:

1. Description of Investment
2. Date Purchased and Maturity Date
3. Amount Invested
4. Institution or Broker
5. Interest Rate

Custodial Safekeeping

All investments shall be held in the name of the City of Columbia.

Settlements

All trades shall be on a delivery vs payment method.

Approval Pursuant to the Internal Controls Policy adopted on 12/13/18

Developed by: _____ 12/18/18

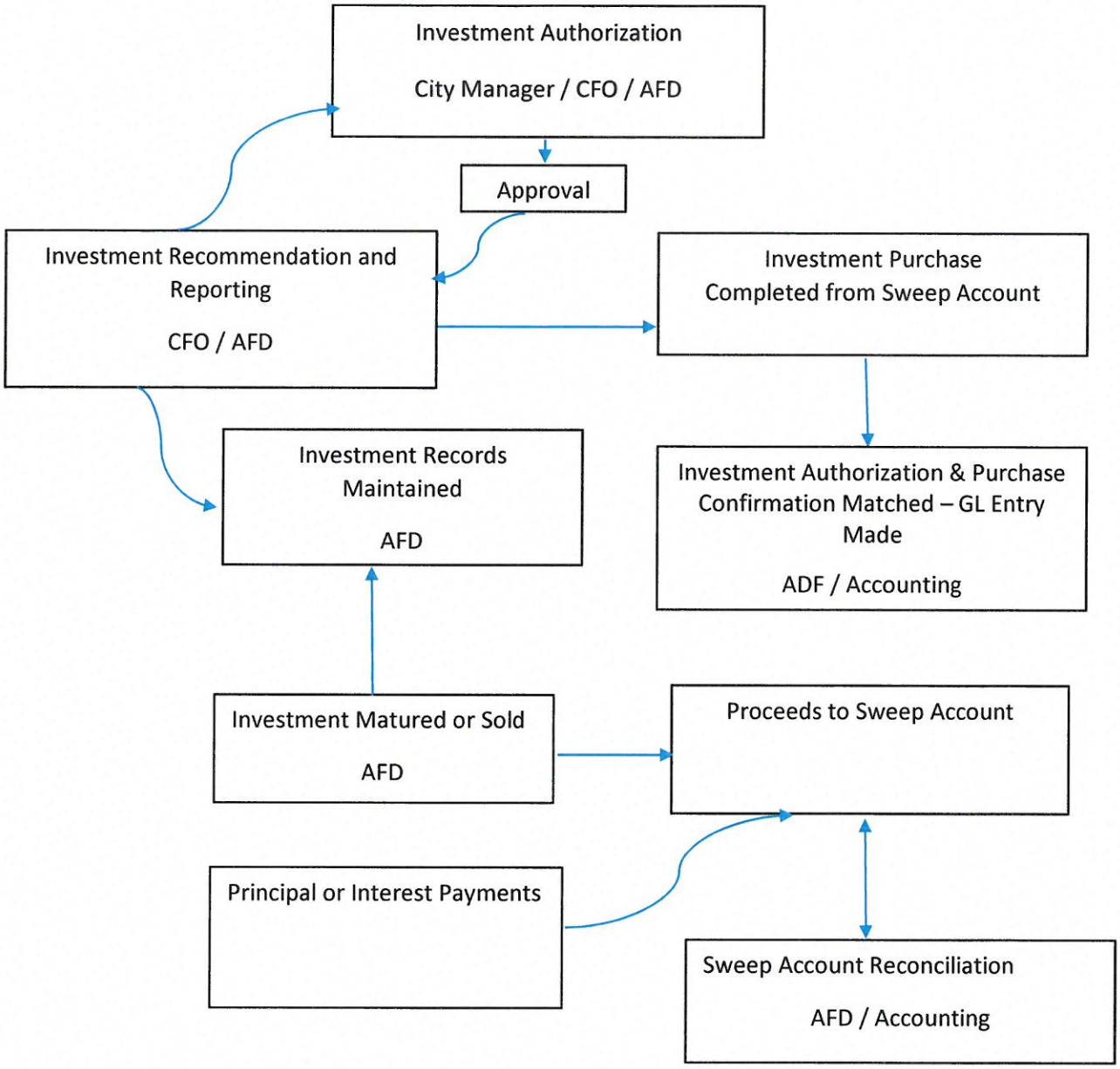
Chief Financial Officer — Date

Approval by City Manager: _____ 12/18/18

Signature — Date

Written on 10.30.2018

Flowchart of Investment Activities



Written on 10.30.2018

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Ginger Adams, Sr Administrative Assistant to Fire Chief, 931-560-1723, GAdams@columbiatn.gov

AGENDA ITEM TITLE: A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO APPLY FOR THE 2026 RESCUE SQUAD GRANT PROGRAM APPLICATION AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: The Tennessee Department of Commerce & Insurance and the Tennessee State Fire Marshal's Office announced applications from rescue squads will be accepted starting January 20, 2026, until February 20, 2026, for $5 million in grant funding through the Rescue Squad Grant Program. Columbia Fire & Rescue is eligible for $41,050 in grant funding with no matching funds required. If approved, grant funding would be utilized by purchasing one Amkus Cutter, one Amkus Spreader, one inflatable Water Raft and ten Rope Harnesses.

Columbia Fire & Rescue is requesting City Council's approval to apply for the 2026 Rescue Squad Grant Program.

CERTIFICATION:

ATTACHMENTS: Staff Report Resolution No. 26-10; Resolution No. 26-10.

A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO APPLY FOR THE 2026 RESCUE SQUAD GRANT PROGRAM APPLICATION AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT

WHEREAS, the City of Columbia desires to further the public interest by obtaining a grant from the 2026 Rescue Squad Grant Program for battery operated hydraulic tools, rope harness, and an inflatable raft for the City of Columbia Fire & Rescue Department; and

WHEREAS, the 2026 Rescue Squad Grant Program will provide grant funding to the City of Columbia in the amount of $41,050.00; and

WHEREAS, the grant funds will be used to provide the City of Columbia Fire & Rescue Department with additional and essential lifesaving equipment that will provide portable use; and

WHEREAS, no matching funds are required.

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

1. The City of Columbia Fire & Rescue Department is hereby authorized to submit application for the 2026 Rescue Squad Grant Program in the amount of $41,050;

2. If awarded, the City Council hereby approves of the grant award in an amount not to exceed $41,050;

3. The Mayor is hereby authorized and directed to enter into all necessary agreements to receive and administer such grant funds;

4. The City of Columbia Fire & Rescue Department will utilize said monies by purchasing the following: one (1) Amkus Cutter, one (1) Amkus Spreader, one (1) inflatable Water Raft, ten (10) Rope Harnesses.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____ day of _____, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Lauryn Shockey, Engineering Associate, LShockey@columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: RESOLUTION NO. 26-11 - A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS SERVING GREYSTONE SUBDIVISION, FOR OWNERSHIP AND MAINTENANCE.

RECOMMENDATION: Approve Resolution No. 26-11.

INFORMATION: This Resolution refers to the acceptance of public streets and drainage improvements serving Greystone Subdivision, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the public streets and drainage improvements.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Resolution No. 26-11, Resolution No. 26-11; Greystone Final Plat.

RESOLUTION NO. 26-11

A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS IN GREYSTONE SUBDIVISION FOR OWNERSIDP AND MAINTENANCE

WHEREAS, The City of Columbia, has been requested to accept the public streets and drainage improvements in the Greystone Subdivision, for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said public streets and drainage improvements and has determined that said public streets and drainage improvements in the Greystone Subdivision, meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that The City of Columbia does hereby accept the ownership and maintenance of said public streets and drainage improvements located in the Greystone Subdivision.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of February 2026.

_____
CHARLES (CHAZ) M. MOLDER - MAYOR

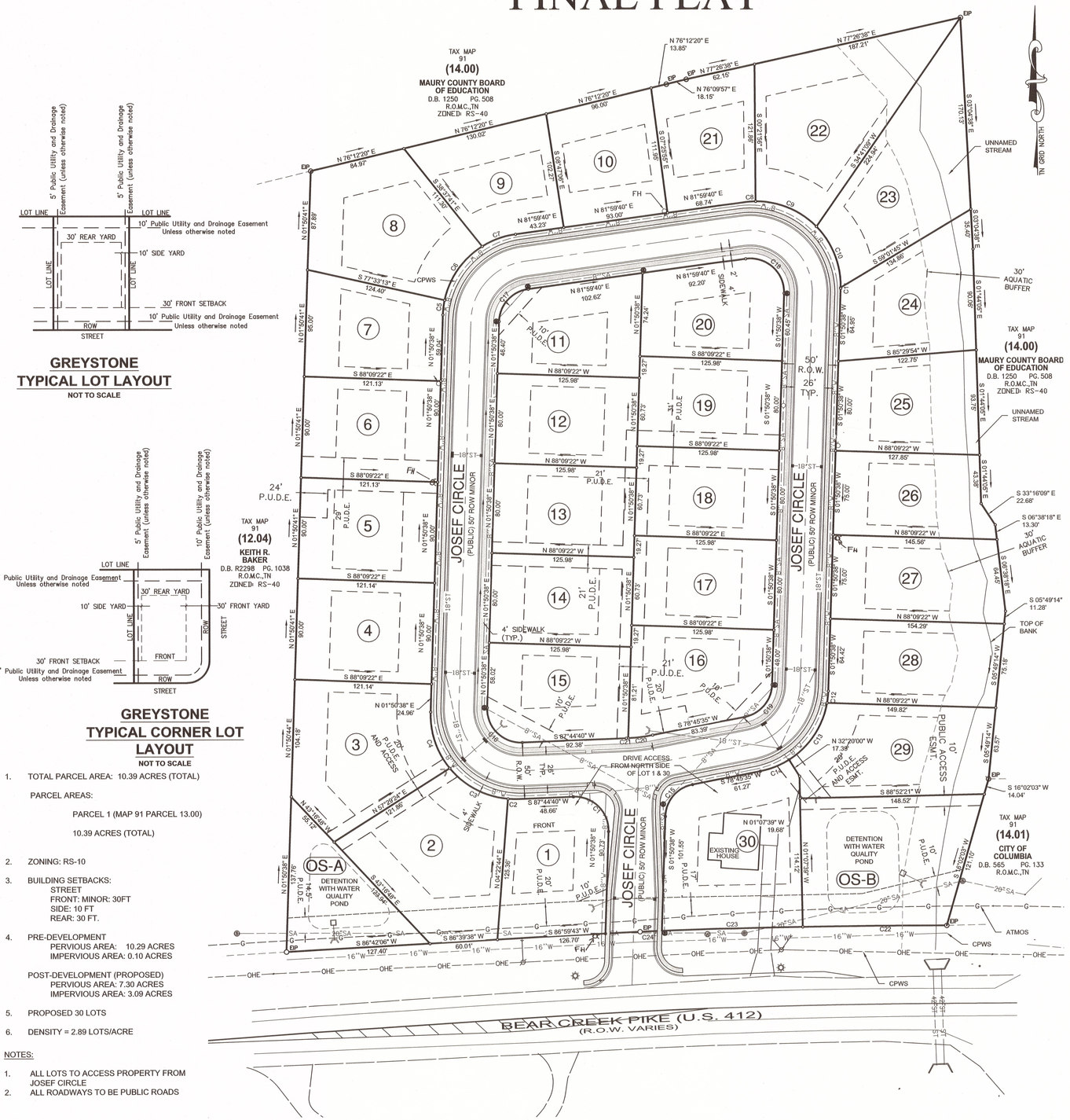
ATTEST:

_____
THAD H. JABLONSKI - CITY RECORDER

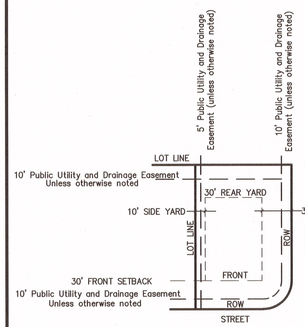
LEGAL FORM APPROVED:

_____
JAKE HUBBELL - CITY ATTORNEY

FINAL PLAT



GREYSTONE
TYPICAL LOT LAYOUT
NOT TO SCALE



GREYSTONE
TYPICAL CORNER LOT LAYOUT
NOT TO SCALE

1. TOTAL PARCEL AREA: 10.39 ACRES (TOTAL)

   PARCEL AREAS:

   PARCEL 1 (MAP 91 PARCEL 13.00)

   10.39 ACRES (TOTAL)

2. ZONING: RS-10

3. BUILDING SETBACKS:
   STREET
   FRONT: MINOR: 30FT
   SIDE: 10 FT
   REAR: 30 FT.

4. PRE-DEVELOPMENT
   PERVIOUS AREA: 10.29 ACRES
   IMPERVIOUS AREA: 0.10 ACRES

   POST-DEVELOPMENT (PROPOSED)
   PERVIOUS AREA: 7.30 ACRES
   IMPERVIOUS AREA: 3.09 ACRES

5. PROPOSED 30 LOTS

6. DENSITY = 2.89 LOTS/ACRE

NOTES:

1. ALL LOTS TO ACCESS PROPERTY FROM JOSEF CIRCLE
2. ALL ROADWAYS TO BE PUBLIC ROADS

Legend

- EIP / IPS Iron Rod Found / Iron Rod Set
- I.P.F. / I.P.S. Iron Pipe Found / Iron Pipe Set
- AXLE Axle Found
- Fence Post
- CM Concrete Monument Existing
- P.K.F. PK Nail Found
- P.K.S. PK Nail Set
- R.R.S.-F. Railroad Spike Found
- R.R.S.S. Railroad Spike Set
- Bench Mark
- Stake Found
- Fire Hydrant
- Water Meter
- Water Valve
- Water Reducer
- Clean Out
- Sanitary Sewer Manhole
- Storm Sewer Manhole
- Catch Basin
- Curb Inlet
- Storm Pipe
- Cable Manhole
- Electric Manhole
- Telephone Manhole
- Water Manhole
- Electric Meter
- Cable Riser
- Electric Riser
- Telephone Riser
- Telephone Booth
- Gas Meter
- Gas Valve
- Light Pole
- Power Pole
- Telephone Pole
- Guy Pole
- Power Pole
- Flag Pole
- Guy Wire
- Mailbox
- Parking Block
- Satellite Dish
- Handicap Parking
- Water Spigot
- Bollard
- Evergreen Tree
- Deciduous Tree
- Bush
- Sign
- Adjoining Property Line
- Subject Property Line
- Easement line
- Building Setback Line
- Centerline
- Edge of Pavement
- Edge of Gravel
- Fence Line
- Landscape
- Woods / Tree line
- Edge of Water
- Ditch / Creek Centerline
- Minor Contour Line
- Index Contour Line
- G Gas Line
- SA Sanitary Sewer Line
- W Water Line
- ST Storm Sewer Line
- OH Overhead Utility Line
- Overhead Cable Line
- Overhead Electric Line
- Overhead Telephone Line
- Underground Utility Line
- Underground Cable Line
- Underground Electric Line
- Underground Telephone Line
- Forced Main Line

Surveyor's Notes

1. All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure.
2. The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category 1 as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
3. Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey, information provided by utility representatives or information shown on original construction plans by other. Information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, excavation or any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
4. Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existence, size, location, depth and availability of service should be confirmed by local utility agencies.
5. The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulation as interpreted and regulated by the Department of Planning and Codes.
6. The area of the parcels as shown hereon is 10.39 Acres.
7. This property currently identified as Tax Map No. 091 Parcel No. 13.00, Maury County. For designation shown thus ( ) indicates Parcel Numbers for said map.
8. Plat reference: n/a
9. Deed reference: Book R2375 Page 901
10. Bearings based on: Tennessee State Plane, Fipzone 4100.
11. This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
12. This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
13. This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
14. The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
15. The certification is not an expressed or implied warranty or guarantee.
16. This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 47119C0190E, dated April 16, 2007, and shown hereon graphically.
17. All public utility and drainage easements located on proposed lots are to be maintained by the individual property owner for said lot.
18. All property corners are ½" rebar with cap reading "WES 1987" unless otherwise noted.
19. Existing structure and driveway to be removed before final acceptance of subdivision.

LOT AREA TABLE

LOT	SQ. FT.	ACRES
1	11,230	0.26
2	15,179	0.35
3	14,674	0.34
4	10,902	0.25
5	10,902	0.25
6	10,902	0.25
7	10,139	0.24
8	14,189	0.33
9	10,179	0.23
10	10,096	0.23
11	10,274	0.24
12	10,078	0.23
13	10,078	0.23
14	10,078	0.23
15	10,573	0.24
16	10,896	0.25
17	10,078	0.23
18	10,078	0.23
19	10,078	0.23
20	10,444	0.24
21	10,002	0.23
22	17,341	0.40
23	15,372	0.35
24	11,450	0.26
25	10,861	0.25
26	10,038	0.23
27	11,323	0.26
28	11,379	0.26
29	13,211	0.30
30	16,295	0.37
OS-A	8,740	0.20
OS-B	16,752	0.38

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	49.27'	30.00'	94°05'58"	S 45°12'21" E	43.92'
C2	9.32'	75.00'	7°07'01"	S 88°41'49" E	9.31'
C3	60.00'	75.00'	45°50'19"	S 62°13'09" E	58.42'
C4	53.86'	75.00'	41°08'37"	S 18°43'41" E	52.71'
C5	13.14'	75.00'	10°02'21"	S 06°51'49" W	13.12'
C6	60.00'	75.00'	45°50'24"	S 34°48'11" W	58.42'
C7	31.77'	75.00'	24°16'17"	S 69°51'32" W	31.53'
C8	10.00'	75.00'	7°38'24"	S 85°48'52" W	9.99'
C9	60.00'	75.00'	45°50'24"	N 67°26'44" W	58.42'
C10	60.00'	75.00'	45°50'24"	N 21°36'20" W	58.42'
C11	0.69'	75.00'	0°31'46"	N 01°34'45" E	0.69'
C12	10.62'	75.00'	8°06'46"	N 05°54'01" E	10.61'
C13	62.45'	75.00'	47°42'35"	N 33°48'42" E	60.66'
C14	27.61'	75.00'	21°05'36"	N 68°12'48" E	27.46'
C15	40.27'	30.00'	76°54'58"	N 40°18'07" E	37.32'
C16	49.27'	30.00'	94°05'58"	N 45°12'21" W	43.92'
C17	41.97'	30.00'	80°09'02"	N 41°55'09" E	38.63'
C18	52.28'	30.00'	99°50'58"	S 48°04'51" E	45.91'
C19	40.27'	30.00'	76°54'58"	S 40°18'07" W	37.32'
C20	21.83'	150.00'	8°20'15"	S 82°55'43" W	21.81'
C21	1.69'	150.00'	0°38'50"	S 87°25'15" W	1.69'
C22	112.80'	5804.58'	1°06'48"	S 89°39'32" W	112.80'
C23	139.98'	5804.58'	1°22'54"	S 88°24'41" W	139.98'
C24	19.34'	5804.58'	0°11'27"	S 87°37'30" W	19.34'

PURPOSE NOTE:
The purpose of this plat is to create 30 single family residential lots.

STORMWATER MANAGEMENT AGREEMENT:
RECORDED: 09-08-2016
DEED BOOK: R2390 PAGE: 819

PRIOR TO ANY DISTURBANCE WITHIN 300FT of EXISTING ATMOS ENERGY GAS LINE, ATMOS MUST BE CONTACTED AND WORK SCHEDULED WITH THEIR OFFICE.

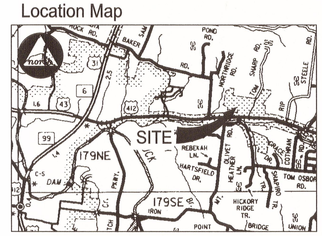
CUSTOMER SERVICE: 1-888-286-6700
EMERGENCY: 1-866-322-8667

CONTACTS: ALLEN RING
CHRIS JOHNS

EASEMENT PER MAURY COUNTY
DEED BOOK L19 PAGE 838

OPEN SPACE NOTE:
ALL OPEN SPACE AREA IS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, CREATED FOR THE PURPOSE OF MAINTAINING ALL COMMON OPEN SPACE AND GROUNDS INCLUDING THE DETENTION AREAS SHOWN ON THIS PLAT.

Location Map



Not To Scale

© 2017

WES Engineers & Surveyors
CIVIL ENGINEERS & LAND SURVEYORS
2486 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE: (931) 388-2329
www.wesengineers.com
ENGINEERS & SURVEYORS

Client
Larry Reeves
1507 Nashville Hwy
Columbia, TN 38401
(931) 797-1710

REVISIONS	DATE
COMMENTS FROM CITY OF COLUMBIA	4-28-17

Drawn: RP
Checked: JC
Approved: AO
Date: 4-17-17

Job. no. 15562-1
Scale: Vertical: 1"=50'
Horizontal:

GREYSTONE
FINAL PLAT
COLUMBIA, TN 38401

1

05/18/2017 - 01:53 PM
17007398
1 POS:AL-PLAT
SUSIE BATCH: 186466
PLAT BOOK: P21
PAGE: 225

REC FEE	16.00
DP FEE	2.00
TOTAL	17.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

Register of Deed Recording Stamp

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R2375, Page 901 , Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

5-11 , 2017 — Date — LPT LLC

Title (if acting for partnership or corporation)

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, STREET SIGNS, AND UTILITIES

I hereby certify that the streets, drainage, and utilities designated in Greystone have been installed in accordance with City Specifications, or a performance bond in the amount of $ 168,500 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

5/18 , 2017 — Date — City Engineer, Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR SUBDIVISION NAMES AND STREET NAMES

Subdivision and street names approved by the Maury County Emergency Communication.

5/18/17 , 2017 — Date — Maury County E-911, Columbia, Tennessee

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I, (we) hereby certify that the sewer system(s) outlined or indicated on the final subdivision plat entitled Greystone have been installed in accordance with current local and state government requirements, or a sufficient bond or cash has been filed which will guarantee said installation.

5/18/17 , 2017 — Date — Name, Title and Agency or Authorized Approving Agent

CERTIFICATE OF APPROVAL OF WATER SYSTEM

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

5/18 , 2017 — Date — Name, Title and Agency or Authorized Approving Agent

CERTIFICATE OF COMPLIANCE

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

5/18 , 2017 — Date — City Engineer, Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR RECORDING

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

5/18 , 2017 — Date — Secretary, Planning Commission

SURVEYOR'S CERTIFICATION (TENNESSEE)

I hereby certify that this is a Category "I" survey and the ratio of precision of the unadjusted survey is greater than 1:10,000 as shown hereon, this survey was done in compliance with current Tennessee Minimum Standards of Practice.

Allen B. O'Leary, TN RLS #1987 — 5/18/17 Date

ALLEN B. O'LEARY — REGISTERED LAND SURVEYOR — AGRICULTURE — COMPANY — TENNESSEE NO. 1987

FILE: J:\WES_Engineers_Surveyors 2015\15562 - Trimble Subdivision - Reeves\dwg\15562_base.dwg

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. 4579 -AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY DEANNEXING PROPERTIES LOCATED OFF DARKS MILL ROAD, BEING TAX MAP 52 PARCELS 38.03, 38.05, 38.06 AND TAX MAP 66 PARCELS 1.01, 1.02, AND 1.03. - CITYWIDE.

RECOMMENDATION: Approve Ordinance No. 4579 on second consideration.

INFORMATION: At the request of the City Council, the Planning Commission reviewed the request to de-annex properties along Darks Mill Road. The request includes multiple properties and ownership. The property was annexed in 1989 as a large parcel containing over 400 acres, but was never developed according to the approved Master Plan. After consideration of the physical limitations for service, the Planning Commission recommended approval 7-0.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4579, Ordianance No. 4579, Ordinance No. 4579 Exhibit A, Ordinance No. 4579 Exhibit B, and Ordiance No. 4579 DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY DEANNEXING PROPERTIES LOCATED OFF DARKS MILL ROAD, BEING TAX MAP 52 PARCELS 38.03, 38.05, 38.06 AND TAX MAP 66 PARCELS 1.01, 1.02, AND 1.03.

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 deannexing properties herein lying within its corporate limits upon its own initiative by this ordinance as determined in the best interest of the affected territory.

Section 2: Said properties being deannexed are located in the Second 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 properties are identified as Exhibit "B" and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval on the 10th day of December, 2025, and after a public hearing held on the 8th day of January, 2026, 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: This ordinance shall become effective pursuant to Tennessee Code Annotated §6-51-201.

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 12th day of February 2026.

_____
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: _____

BK/PG: R2642/902-904
20010414

3 PGS:AL-WARRANTY DEED
JANE BATCH: 230707 06/23/2020 - 02:52 PM

VALUE	817000.00
MORTGAGE TAX	0.00
TRANSFER TAX	3022.90
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	3040.90

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

This Instrument Prepared By:
K. Brian Hay, Attorney at Law
104 W. 6th Street, Ste. 200
Columbia, TN 38401

Name and Address of New Owner:	Name and Address of Entity Responsible for Payment of Real Property Taxes
Justin Batt and wife Heather Batt	SAME AS NEW OWNER
2311 Darks Mill Rd	
Columbia, TN 38401	

WARRANTY DEED

FOR AND IN CONSIDERATION OF One Dollar ($1.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, **Aubrey Todd Burchell and wife Bridgette DeLon Burchell** *(herein called "Grantor")*, has this day bargained and sold, transferred and conveyed and by these presents does bargain, sell, transfer and convey unto **Justin Batt and wife Heather Batt, as tenants by the entirety** *(herein called "Grantee")* the following described property situated and located in Maury County, Tennessee, to wit:

LEGAL DESCRIPTION OF TRACT 2A

A PARCEL OF LAND LOCATED IN THE 2ND CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE ON DARKS MILL ROAD, COLUMBIA, TENNESSEE. BEING A PORTION OF THE LANDS RECORDED IN DEED BOOK 2513, PAGE 1091, IN THE REGISTERS OFFICE OF MAURY COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING AN IRON REBAR (CARROLL RLS#1335) ON THE NORTH RIGHT OF WAY OF DARKS MILL ROAD (50' ROW) AT THE SOUTHWEST CORNER OF DAWSON PROPERTY, ALSO BEING THE SOUTHWEST CORNER OF THE ELIZABETH CROUCH ETVIR PROPERTY, AND RUNNING ALONG THE NORTH RIGHT OF WAY IN A WESTERLY DIRECTION, N59° 20' 55" W A DISTANCE OF 1159.23 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY OF DARKS MILL ROAD, AND WITH A NEW LINE OF A 10.50 ACRE PARCEL, AND LEAVIING SAID RIGHT OF WAY AND FOLLOWING A NEW LINE FOR THE FOLLOWING 21 CALLS;

N 46° 18' 56" E, A DISTANCE OF 148.61 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 567.94 FEET AND A CENTRAL ANGLE OF 12° 49' 40" AND BEING SUBTENDED BY A CHORD WHICH BEARS N 52° 43' 46" E 126.89 FEET; THENCE, N 59° 08' 36" E, A DISTANCE OF 67.79 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 188.93 FEET AND A CENTRAL ANGLE OF 49° 37' 25" AND BEING SUBTENDED BY A CHORD WHICH BEARS N 34° 19' 54" E 158.56 FEET TO A POINT; THENCE, N 09° 31' 11" E, A DISTANCE OF 132.93 FEET TO A POINT; THENCE, N 44° 06' 36" E, A DISTANCE OF 340.22 FEET TO A POINT; THENCE, , N 44° 06' 36" W, A DISTANCE OF 68.68 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 178.41 FEET AND A CENTRAL ANGLE OF 17° 45' 19" AND BEING SUBTENDED BY A CHORD OF N33° 07' 28" 55.06 FEET TO A POINT; THENCE, N 25° 13' 45" W, A DISTANCE OF 68.42 FEET TO A POINT OF CUSP ON A CURVE BEING CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 151.88 FEET AND A CENTRAL ANGLE OF 25° 46' 40" AND BEING SUBTENDED BY A CHORD OF N 13° 21' 49" W 67.76 FEET TO A POINT; THENCE, N 04° 17' 46" W, A DISTANCE OF 167.24 FEET TO A POINT; THENCE, N 12° 47' 58" E, A DISTANCE OF 181.57 FEET TO A POINT; THENCE, RUNNING EAST WITH THE NORTH LINE OF TRACT 2A, S 56° 40' 14" E, A DISTANCE OF

680.40 FEET TO A POINT; THENCE, S 62° 45' 43" E, A DISTANCE OF 59.99 FEET TO A POINT; THENCE, S 22° 52' 48" W, A DISTANCE OF 803.53 FEET TO A POINT; THENCE, S 46° 24' 40" W, A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF DARKS MILL ROAD; THENCE, ALONG THE NORTH RIGHT OF WAY N 60° 17' 34" W, A DISTANCE OF 102.24 FEET TO A POINT; THENCE, N 60° 14' 41" W, A DISTANCE OF 85.46 FEET TO A POINT; THENCE, N 60° 14' 41" W, A DISTANCE OF 21.01 FEET TO THE POINT OF BEGINNING. CONTAINING 10.503 ACRES, MORE OR LESS.

BEARINGS BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).
PREPARED BY: HARRAH AND ASSOCIATES, ROGER H. HARRAH, RLS 2039, dated June 10, 2020.

BEING a portion of the same property conveyed to Aubrey Todd Burchell and wife Bridgette DeLon Burchell by Warranty Deed dated August 24, 2018 from Keyunta Dawson and wife Brandy Dawson of record in Book R2513 at page 1091 in the Maury County, Tennessee Register of Deeds office.

Tax Parcel #052-38.02 P/O

The property description used herein above is the same as contained in the last deed of reference and no new boundary survey is available.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto appertaining unto Grantee, its successors and assigns in fee simple forever.

Grantor covenants that Grantor is lawfully seized and possessed of said real estate, has full power and lawful authority to sell and convey the same; that the title thereto is free, clear and unencumbered except for easements and restrictions, if any, of record in the Maury County, Tennessee Register of Deeds office; and, Grantor will forever warrant and defend the same against the lawful claims of all persons whomsoever.

The words "Grantor" and "Grantee" shall include their respective successors and assigns where the context requires or permits.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 19th day of June, 2020.

GRANTOR:

Aubrey Todd Burchell

Bridgette DeLon Burchell

STATE OF TENNESSEE
COUNTY OF MAURY

Before me, Christina Reeves, a Notary Public in and for the aforesaid state and county, personally appeared **Aubrey Todd Burchell and wife Bridgette DeLon Burchell**, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 19th day of June, 2020.

Notary Public
My Commission Expires: 09/21/2021



I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for the transfer or the value of the property transferred, whichever is greater, is **$817,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 19th day of June, 2020.

Notary Public
My Commission Expires: 09/21/2021

CHRISTINA REEVES STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY

(SEAL)

QUITCLAIM DEED

KEN HOEY, JR
Notary Public - State of Florida
Commission # HH 264744
Expires on July 23 2026

STATE OF Florida, COUNTY OF Sarasota

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $10.00.

Justin Batt
Affiant

Subscribed and sworn to me on 06/23/2025, 2025.

Ken Hoey, Jr
NOTARY PUBLIC

My Commission Expires: 07/23/2026

THIS INSTRUMENT WAS PREPARED BY:

John Cobb Rochford
Rochford Law & Real Estate Title, PLLC
2200 Abbott Martin Road
Nashville, TN 37215

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
True South Farm, LLC 2311 Darks Mill Rd Columbia, TN 38401	SAME AS NEW OWNER	052 038.06

KNOW ALL MEN BY THESE PRESENTS that Justin Batt and wife Heather Batt, as tenants by the entireties, hereinafter called **"GRANTOR,"** for and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, the receipt of which is hereby acknowledged, have bargained and sold, and do hereby convey, remise, release and forever quitclaim unto True South Farm, LLC, a Tennessee limited liability company, hereinafter called **"GRANTEE,"** its successors and assigns, their entire right, title and interest in and to a certain tract of land in Maury County, Tennessee, described as follows:

A PARCEL OF LAND LOCATED IN THE 2ND CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE ON DARKS MILL ROAD, COLUMBIA, TENNESSEE, BEING A PORTION OF THE LANDS RECORDED IN DEED BOOK 2513, PAGE 1091, IN THE REGISTERS OFFICE OF MAURY COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, BEING AN IRON REBAR (CARROLL RLS#1335) ON THE NORTH RIGHT OF WAY OF DARKS MILL ROAD (50' ROW) AT THE SOUTHWEST CORNER OF ELIZABETH CROUCH ETVIR PROPERTY, ALSO BEING THE SOUTHWEST CORNER OF THE ELIZABETH WEST CROUCH PROPERTY, AND RUNNING ALONG THE NORTH RIGHT OF WAY IN A WESTERLY DIRECTION, N59° 20' 55" W A DISTANCE OF 1159.23 FEET TO THE TRUE POINT OF BEGINNING, BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY OF DARKS MILL ROAD, AND LEAVING SAID RIGHT OF WAY WITH A NEW LINE OF A 5.04 ACRE PARCEL, AND LEAVING SAID RIGHT OF WAY WITH THE FOLLOWING 9 CALLS; N 46° 18' 56" E, A DISTANCE OF 148.61 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 567.94 FEET AND A CENTRAL ANGLE OF 12° 49' 40" AND BEING SUBTENDED BY A CHORD WHICH BEARS N 52° 43' 46" E 126.89 FEET ; THENCE, N 59° 08' 36" E, A DISTANCE OF - 67.79 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 188.93 FEET AND A CENTRAL ANGLE OF 49° 37' 25" AND BEING SUBTENDED BY A CHORD WHICH BEARS N 34° 19' 54" E 158.56 FEET TO A POINT; THENCE, N 09° 31' 11" E, A DISTANCE OF 132.93 FEET TO A POINT; THENCE, N 44° 06' 36" E, A DISTANCE OF 340.22 FEET TO A POINT; THENCE, S 31° 49' 49" W 697.15 FEET TO A POINT IN THE NORTH RIGHT OF WAY OF DARKS MILL ROAD; THENCE, RUNNING ALONG SAID NORTH RIGHT OF WAY FOR THE FOLLOWING TWO CALLS: S 60° 27' 31" E, A DISTANCE OF 234.11 FEET TO A POINT; THENCE, S 60°34' 51" E, A DISTANCE OF 26.13 FEET TO THE POINT OF BEGINNING. CONTAINING 5.040 ACRES, MORE OR LESS.

BEARINGS BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83). (survey) PREPARED BY: HARRAH AND ASSOCIATES, ROGER H. HARRAH, RLS 2039.

BEING the same property conveyed to Justin Batt and wife Heather Batt, as tenants by the entireties, by Warranty Deed from Aubrey Todd Burchell, authorized Co-Trustee of the Burchell Tennessee Community Trust dated September 9, 2022, dated May 1st, 2025, and recorded on May 2nd, 2025, of record in Book R3065 at Page 319, Register's Office for Maury County, Tennessee.

This instrument and the interest hereby released and quitclaimed are subject to such limitations, restrictions and encumbrances as may affect the premises.

Notarized remotely online using communication technology via Proof.

WITNESS my hand on 06/23/2025, 2025.

Justin Batt

Justin Batt

Heather Batt

Heather Batt

STATE OF Florida
COUNTY OF Sarasota

On June 23rd, 2025, before me personally appeared **Justin Batt** to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal on June 23rd, 2025.

KEN HOEY, JR
Notary Public - State of Florida
Commission # HH 284744
Expires on July 23 2026

Ken Hoey, Jr

NOTARY PUBLIC

My Commission Expires: 07/23/2026

Notarized remotely online using communication technology via Proof.

STATE OF Florida
COUNTY OF Sarasota

On June 23rd, 2025, before me personally appeared **Heather Batt** to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal on June 23rd, 2025.

Ken Hoey, Jr

NOTARY PUBLIC

My Commission Expires: 07/23/2026

KEN HOEY, JR
Notary Public - State of Florida
Commission # HH 284744
Expires on July 23 2026

Notarized remotely online using communication technology via Proof.

BK/PG:R3076/1447-1449
25009035

3 PGS : QUITCLAIM DEED	
NANCY MCMEEN 354675 - 25009035	
06/25/2025 - 02:15 PM	
VALUE	10.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE of TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

Certificate of Authenticity

I John Cobb Rochford, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith an that this is a true and correct copy of the original document executed and authenticated according to law on June 23rd, 2025.

John Cobb Rochford

June 23rd, 2025

Date

State of Tennessee

County of Davidson

Personally appeared before me Brooke Sobo, a notary public for this county and state, John Cobb Rochford, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed on June 23rd, 2025.

Brooke Sobo

My commission expires: 9/8/26

BROOKE SOBO
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-08-2026

This instrument prepared by Jennifer F. Franks, Attorney, P. O. Box 90, Columbia, Tennessee 38402-0090.

EXECUTOR DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between the Heirs of Ann Lightfoot West, namely Elizabeth West Crouch, daughter; M. Glenn West, Jr., son; Joanna West Dransfield, daughter, and Hillious Sullivan, the duly-appointed Executor, a certified copy of the Letters Testamentary being attached hereto as Exhibit A, of the Estate of Ann Lightfoot West, (deceased), hereinafter referred to as Grantors which estate is administered in the Probate Court for Maury County, Tennessee, Case No. P-036-16, and Elizabeth West Crouch which expression shall include her successors and assigns, hereinafter referred to as Grantees.

WITNESSETH:

For and in consideration of the sum of One Dollar ($1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the Grantors have this day bargained and sold, and do by these presents sell, transfer and convey unto the Grantees, their successors and assigns, the following described tract or parcel of land:

Grantor's undivided interest in and to the following described tract or parcel of land lying and being in the Second Civil District of Maury County, Tennessee, and more particularly described as follows, to-wit:

BEING AND LYING IN THE 2ND CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE, AND LYING NORTH OF AND ADJACENT TO DARKS MILL ROAD, AND BEING MORE PARTICULARLY DESCRIBED;

BEGINNING AT AN IRON ROD FOUND ON THE NORTH R.O.W. OF DARKS MILL ROAD; SAID IRON ROD FOUND BEING THE SOUTHWEST CORNER OF ELIZABETH CHURCH, AND THE SOUTHERN MOST SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED; THENCE WITH NORTH R.O.W. OF SAID ROAD, North 65 degrees 04 minutes 26 seconds West for a distance of 100.00 feet to an IRON PIN SET; SAID IRON PIN SET BEING THE SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED; THENCE LEAVING SAID

ROAD WITH A NEW WEST DIVISION LINE, North 08 degrees 15 minutes 25 seconds East for a distance of 1355.06 feet to an IRON PIN SET; SAID IRON PIN SET BEING THE NORTHWEST CORNER OF THE TRACT BEING DESCRIBED; THENCE CONTINUING WITH SAID DIVISION LINE, South 83 degrees 01 minutes 47 seconds East for a distance of 375.11 feet to an IRON ROD FOUND; SAID IRON ROD FOUND BEING THE NORTHEAST CORNER OF THE TRACT BEING DESCRIBED, THE SOUTHWEST CORNER OF WILLIAM WATSON JR, AND THE NORTHWEST CORNER OF NATHAN TUTOR; THENCE LEAVING SAID DIVISION LINE WITH TUTOR, South 04 degrees 57 minutes 13 seconds West for a distance of 998.62 feet to an IRON ROD FOUND; SAID IRON PIN FOUND BEING THE NORTH BOUNDARY OF ELIZABETH COUCH; THENCE CONTINUING WITH COUCH, North 79 degrees 44 minutes 01 seconds West for a distance of 336.97 feet to an IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHWEST CORNER OF COUCH; THENCE CONTINUING WITH COUCH, South 08 degrees 15 minutes 25 seconds West for a distance of 407.01 feet to THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES AS SURVEYED BY KENNETH CARROLL, RLS TENNESSEE LICENSE NUMBER 1335, JUNE 10, 2014.

BEING A PORTION OF THE SAME PROPERTY AS CONVEYED TO MALCOLM WEST AS RECORDED IN RECORD BOOK R2046, PAGE 932, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.

TO HAVE AND TO HOLD the above described tract or parcel of land, together with all rights, titles, interests, easements, appurtenances and hereditaments thereunto belonging and pertaining unto the said Grantee, its successors and assigns, in fee simple forever.

GRANTORS covenant with the said GRANTEE that they are lawfully seized and possessed of the above described tract or parcel of land, have a good and lawful right to sell and convey same, and that it is unencumbered, except for current year taxes; and we do further covenant and bind ourselves, our heirs, and personal representatives, to forever warrant and defend the title to said above described property unto the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTORS have executed this instrument on this the 31 day of December, 2016.

M. GLENN WEST, JR.

ELIZABETH WEST CROUCH

JOANNA WEST DRANSFIELD

HILLIOUS SULLIVAN, EXECUTOR

STATE OF TENNESSEE
COUNTY OF MAURY

Personally appeared before me, the undersigned authority, a Notary Public in and for the above County and State, the within named M. GLENN WEST, JR., the bargainor, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal at office, this 31 day of December, 2016.

NOTARY PUBLIC

JESSIE BRADFIELD STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY

My commission expires:
July 21, 2020

STATE OF TENNESSEE
COUNTY OF MAURY

Personally appeared before me, the undersigned authority, a Notary Public in and for the above County and State, the within named ELIZABETH WEST CROUCH, the bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal at office, this 31 day of December, 2016.

NOTARY PUBLIC

PAMELA LOIS HUFF STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY

My commission expires:
11/18/19

STATE OF TENNESSEE
COUNTY OF MAURY

Personally appeared before me, the undersigned authority, a Notary Public in and for the above County and State, the within named JOANNA WEST DRANSFIELD, the bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal at office, this 31 day of December, 2016.

NOTARY PUBLIC

JENNIFER FRANKS STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF MAURY

My commission expires:
9-25-19

STATE OF TENNESSEE
COUNTY OF MAURY

Personally appeared before me, the undersigned authority, a Notary Public in and for the above County and State, the within named HILLIOUS SULLIVAN, EXECUTOR OF THE ESTATE OF ANN LIGHTFOOT WEST, the bargainor, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal at office, this 9th day of January, 2016.

NOTARY PUBLIC

PAMELA LOIS HUFF STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY, TENN.

My commission expires:
11/18/19

STATE OF TENNESSEE
COUNTY OF MAURY

I, or we, hereby swear or affirm that the actual Consideration for this transfer or the value of the property transferred, whichever is greater, is $ 0.00

_____, Affiant

Subscribed and sworn before me this 31 day of December, 2016.

_____
NOTARY PUBLIC

MAURY COUNTY, TENN. STATE OF TENNESSEE NOTARY PUBLIC PAMELA LOIS HUGHES

My Commission Expires:
11/18/19

Real Property taxes will be paid by:

Name: Elizabeth West Crouch
Address: 2361 Darks Mill Road
Columbia, TN 38401

BK/PG: R2419/348-353
17003017

6 PGS:AL-EXECUTORS DEED	
SUSIE BATCH: 183354	02/28/2017 - 03:52 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

Maury County Chancery Court 41 Public Square Columbia, TN 38401 (931) 375-1307	**LETTERS TESTAMENTARY**	Case Number 60CH1-2016-PR-36 P-036-16

In the Matter of the Estate of: Ann Lightfoot West
Deceased

Whereas, it appearing to this Court that the above named deceased person has made a Last Will and Testament appointing Hillious Sullivan, Executor(s) to the same, which Will has been exhibited in this Court and proved as the law directs, and the Executor(s) having qualified according to law.

It is, accordingly, ordered that Letters Testamentary are hereby issued to the above named Executor(s), being now therefore empowered to enter into and take possession of all property rights and credits of this deceased person and to administer this estate as required by law.

In witness whereof, I have issued these Letters Testamentary.

Date: 2/12/2016

Clerk and Master/Deputy Probate Clerk

I do solemnly swear that I will honestly and faithfully discharge the duties imposed on me, according to the terms of the Last Will and Testament and by law, including the filing of inventory, settlement, inheritance tax return as required by law.

Hillious Sullivan

Date: 2/12/2016

Clerk and Master/Deputy Probate Clerk

I, Clerk and Master of this Court, certify that:

(i) this is a Court of Record;

(ii) the above is a true, full, and correct copy of the Letters Testamentary issued by this Court in this estate;

(iii) these Letters are still in full force and effect as of this date.

Date: February 28, 2017

Clerk and Master/Deputy Probate Clerk

Legal Authority: TCA §§30-1-101 – 30-1-150

Rev. 11/07

File

This instrument prepared by William S. Fleming, Attorney, Columbia, Tennessee. (Map 52, Parcel 38)

DEED

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and the love and affection that we have for our daughter and son-in-law, Elizabeth West Crouch and Kenneth Edmond Crouch, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, we, M. GLENN WEST, SR., and wife, ANN L. WEST, have this day bargained and sold, and do by these presents sell, transfer and convey unto ELIZABETH WEST CROUCH, and spouse, KENNETH EDMOND CROUCH, as tenants by the entirety, their heirs and assigns, the following described tract or parcel of land lying and being in the 2nd Civil District of Maury County, Tennessee, and being more particularly described as follows:

Being a tract of land located in the 2nd Civil District of Maury County, Tennessee, and bounded on the North by M. Glenn West, Sr. and Mrs. Louise Haywood; East by Tract 2 - 5.06 acres; West by M. Glenn West, Sr; South by Darks Mill Road; and more particularly described as follows:

Beginning at a spike in the center of Darks Mill Road which is North 60 deg. 03 min. 30 sec. West 168.97 feet, North 63 deg. 44 min. 20 sec. West 101.85 feet, North 76 deg. 45 min. 10 sec. West 146.88 feet, North 82 deg. 13 min. West 15.00 feet and North 82 deg. 19 min. 20 sec. West 600.40 feet from the Southeast corner of M. Glenn West, Sr. farm, and said spike being the Southwest corner of Tract 2 - 5.06 acres, and also being the Southeast corner of herein described tract; thence with the center of Darks Mill Road North 82 deg. 19 min. 30 sec. West 246.08 feet to a spike; thence with same North 80 deg. 43 min. 50 sec. West 167.38 feet to a spike; thence with same North 75 deg. 32 min. 50 sec. West 128.04 feet to a spike; thence with M. Glenn West, Sr. North 09 deg. 41 min. 50 sec. East passing an iron pin at 30.00 feet, in all 415.14 feet to an iron pin; thence with same South 79 deg. 43 min. 40 sec. East 336.98 feet to an iron pin; thence with Mrs. Louise Haywood and fence line South 75 deg. 45 min. East 204.05 feet to an iron pin; thence with Tract 2 - 5.06 acres South 09 deg. 37 min. West passing an iron pin at 366.25 feet, in all 396.25 feet to the point of beginning containing 5.16 acres by survey of James D. Webb, Tennessee Registered Land Surveyor No. 596, Maury County, Columbia, Tennessee, dated December 22, 1992.

Being a portion of the property obtained by M. Glenn West, Sr. as recorded in Deed Book 433, Page 441, Register's Office of Maury County, Columbia, Tennessee.

MAURY COUNTY, STATE OF TENNESSEE
Received for record this 13 of July 1993 at 3:58 o'clock P M
Note Book 15 Page 600 Receipt # 25742 Recording Fee 2.00
State Tax 92.50 Probate Fee 1.00 Total 101.50
Book 1188 Page 347, Witness my Hand,
MAURY COUNTY REGISTER OF DEEDS
O. Wayne White

Description provided by survey of James D. Webb, dated December 22, 1992.

TO HAVE AND TO HOLD the above described tract or parcel of land, together with all rights, titles, interests, easements, appurtenances and hereditaments thereunto belonging and pertaining unto the said ELIZABETH WEST CROUCH, and spouse, KENNETH EDMOND CROUCH, as tenants by the entirety, their heirs and assigns, in fee simple forever.

We, M. GLENN WEST, SR., and wife, ANN L. WEST, covenant with the said ELIZABETH WEST CROUCH, and spouse, KENNETH EDMOND CROUCH, that we are lawfully seized and possessed of the above described tract or parcel of land, have a good and lawful right to sell and convey same, and that it is unencumbered; and we do further covenant and bind ourselves, our heirs, and personal representatives, to forever warrant and defend the title to said above described property unto the said ELIZABETH WEST CROUCH, and spouse, KENNETH EDMOND CROUCH, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands on this the 12 day of July, 1993.

M. GLENN WEST, SR.

ANN L. WEST

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned authority, a Notary Public in and for the above County and State, the within named M. GLENN WEST, SR., and wife, ANN L. WEST, the bargainors, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal at office, in Columbia, this 12 day of July, 1993.

NOTARY PUBLIC

My commission expires:

9/20/93

STATE OF TENNESSEE, MAURY COUNTY

I, or we, hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred whichever is greater is $ 25,000.00

Subscribed and sworn to before me this 12th day of July, 1993.

NOTARY PUBLIC

My Commission Expires 9/20/93

The name and address of the person or agency responsible for payment of real property taxes on the property described herein

Kenneth + Elizabeth Crouch
P.O. Box 1317
Columbia, TN 38402

BOOK 1188 PAGE 348

This instrument prepared by William S. Fleming, Attorney, Columbia, Tennessee. (Map 52, Parcel 38)

DEED

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and the love and affection that we have for our daughter and son-in-law, JOANNA WEST DRANSFIELD and KEVIN D. DRANSFIELD, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, we, M. GLENN WEST, SR., and wife, ANN L. WEST, have this day bargained and sold, and do by these presents sell, transfer and convey unto JOANNA WEST DRANSFIELD, and spouse, KEVIN D. DRANSFIELD, as tenants by the entirety, their heirs and assigns, the following described tract or parcel of land lying and being in the 2nd Civil District of Maury County, Tennessee, and being more particularly described as follows:

> Being a tract of land located in the 2nd Civil District of Maury County, Tennessee, and bounded on the North by Mrs. Louise Haywood; East by M. Glenn West, Sr.; West by Tract 1 - 5.16 acres; South by Darks Mill Road; and more particularly described as follows:
>
> Beginning at a spike in the center of Darks Mill Road which is North 60 deg. 03 min. 30 sec. West 168.97 feet, North 63 deg. 44 min. 20 sec. West 101.85 feet, North 76 deg. 45 min. 10 sec. West 146.88 feet, North 82 deg. 13 min. West 15.00 feet from the Southeast corner of M. Glenn West, Sr. farm, and said spike being the Southeast corner of the herein described tract; thence with the center of Darks Mill Road North 82 deg. 19 min. 20 sec. West 600.40 feet to a spike; thence with Tract 1 - 5.16 Acres North 09 deg. 37 min. East passing an iron pin at 30.00 feet, in all 396.25 feet to an iron pin; thence with Mrs. Louise Haywood and fence line South 76 deg. 57 min. 20 sec. East 599.55 feet to an iron pin; thence with M. Glenn West, Sr. south 09 deg. 21 min. 10 sec. West passing an iron pin at 310.08 feet, in all 340.08 feet to the point of beginning containing 5.06 acres by survey of James D. Webb, Tennessee Registered Land Surveyor No. 596, Maury County, Columbia, Tennessee, dated December 22, 1992.
>
> Being a portion of the property obtained by M. Glenn West, Sr. as recorded in Deed Book 433, Page 441, Register's Office of Maury County, Columbia, Tennessee.
>
> Description provided by survey of James D. Webb, dated December 22, 1992.

MAURY COUNTY, STATE OF TENNESSEE
Received for record this 20 of Sept 1993 at 3:40 o'clock P M
Note Book 15 Page 667 Receipt # 28728 Recording Fee 8.00
State Tax 92.50 Probate Fee 1.00 Total 101.50
Book: 1196 Page 242, Witness my Hand,
MAURY COUNTY REGISTER OF DEEDS
A. Wayne White

BOOK 1196 PAGE 242

TO HAVE AND TO HOLD the above described tract or parcel of land, together with all rights, titles, interests, easements, appurtenances and hereditaments thereunto belonging and pertaining unto the said JOANNA WEST DRANSFIELD, and spouse, KEVIN D. DRANSFIELD, as tenants by the entirety, their heirs and assigns, in fee simple forever.

We, M. GLENN WEST, SR., and wife, ANN L. WEST, covenant with the said JOANNA WEST DRANSFIELD, and spouse, KEVIN D. DRANSFIELD, that we are lawfully seized and possessed of the above described tract or parcel of land, have a good and lawful right to sell and convey same, and that it is unencumbered; and we do further covenant and bind ourselves, our heirs, and personal representatives, to forever warrant and defend the title to said above described property unto the said JOANNA WEST DRANSFIELD, and spouse, KEVIN D. DRANSFIELD, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands on this the 20 day of September, 1993.

M. GLENN WEST, SR.

ANN L. WEST

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned authority, a Notary Public in and for the above County and State, the within named M. GLENN WEST, SR., and wife, ANN L. WEST, the bargainors, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal at office, in Columbia, this 20 day of September, 1993.

NOTARY PUBLIC

My commission expires:

July 25, 1995

The name and address of the person or agency responsible for payment of real property taxes on the property described herein:

Kevin & JoAnna Dransfield
Parks Mill Rd
Columbia, TN 38401

MAIL GLENN WEST
P.O. Box 1317
Col. TN. 38402-1317

STATE OF TENNESSEE: MAURY COUNTY

I, or we, hereby swear or affirm that the actual Consideration for this transfer or the value of the property, transferred whichever is greater, is $ 25,000.00

Affiant

Subscribed and sworn before me this 20 day of Sept 1993

NOTARY PUBLIC

My Commission Expires July 25 1995

BOOK 1196 PAGE 243

PREPARED BY:
STACY S. NEISLER
ATTORNEY AT LAW
COLUMBIA, TENN.

File
DuBois

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between Glenn West, a/k/a M. G. West, a/k/a Malcolm Glenn West, a/k/a M. Glenn West, FIRST PARTY, which expression shall include heirs, assigns and personal representatives, and Joanna West Dransfield and husband, Kevin D. Dransfield, as tenants by the entirety, SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

WITNESSETH:

For the consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST PARTY conveys and quitclaims unto SECOND PARTY all of his right, title and interest in and to the following described property:

> Located in the Second (2nd) Civil District of Maury County, Tennessee, and being the 2.715 acres tract as shown on the minor plat of survey for Joanna West Dransfield and husband, Kevin D. Dransfield, as shown on plat of record in Plat Book P15, Page 345, Register's Office of Maury County, Tennessee.
>
> Being a portion of the same property and legal description conveyed to Glenn West, a/k/a M. G. West, a/k/a Malcolm Glenn West, a/k/a M. Glenn West by deed dated December 4, 1964 of record in Book 433, Page 441, Register's Office of Maury County, Tennessee.
>
> Map 66, Parcel 1.03

IN WITNESS WHEREOF, this conveyance has been executed on the 3 day of February, 2006.

Glenn West, a/k/a M. G. West,
a/k/a Malcolm Glenn West,
a/k/a M. Glenn West

STATE OF TENNESSEE - COUNTY OF MAURY

Personally appeared before me, the undersigned, Glenn West, a/k/a M. G. West, a/k/a Malcolm Glenn West, a/k/a M. Glenn West, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 3 day of February, 2006.

My commission expires:
May 19, 2009

Notary Public

BETH A. DUBOIS
STATE OF TENNESSEE
NOTARY PUBLIC
MAURY COUNTY, TENN.

STATE OF TENNESSEE - MAURY COUNTY

I hereby affirm that the actual consideration for this transfer is $-0-.

Deborah K. [illegible]
Affiant

Subscribed and sworn to before me, this 3 day of February, 2006.

My commission expires:
May 19, 2009

Notary Public

BETH A. DUBOIS
NOTARY PUBLIC
STATE OF TENNESSEE
MAURY COUNTY

NEW PROPERTY OWNERS:

Joanna West Dransfield and
Kevin D. Dransfield
2389 Darks Mill Road
Columbia, TN 38401

PERSON(S) RESPONSIBLE FOR TAXES:

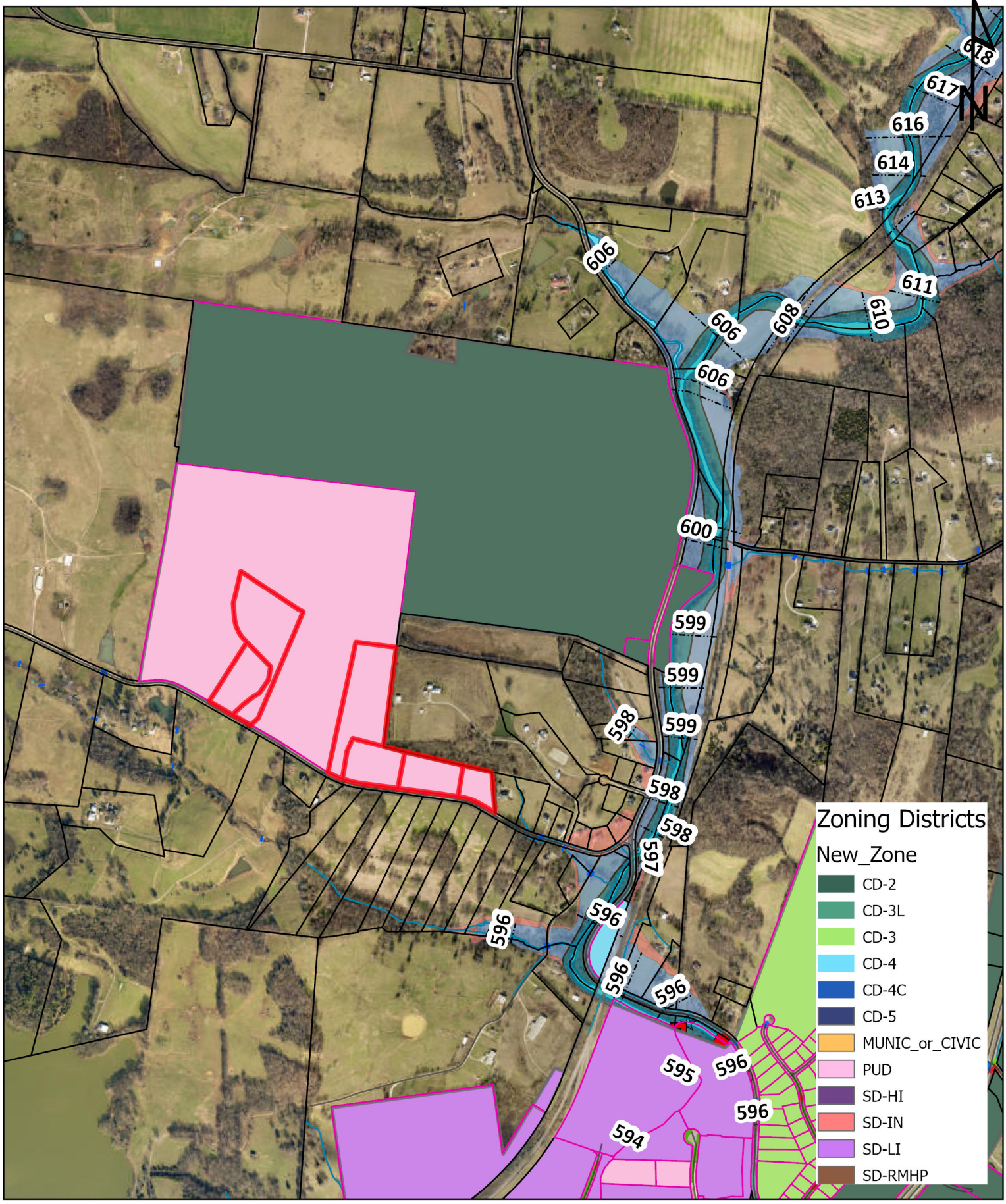
Same

G:\Real Estate\Deeds\Quitclaim - West to Dransfield 02-02-06.doc

BK/PG:R1902/447-448
06002025

2 PGS : AL - QUITCLAIM DEED	
LENNIS BATCH: 45318	
02/09/2006 - 01:47 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS



Case #25-0395
Darks Mill Road
Glenn West PUD

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

CITY OF COLUMBIA TENNESSEE

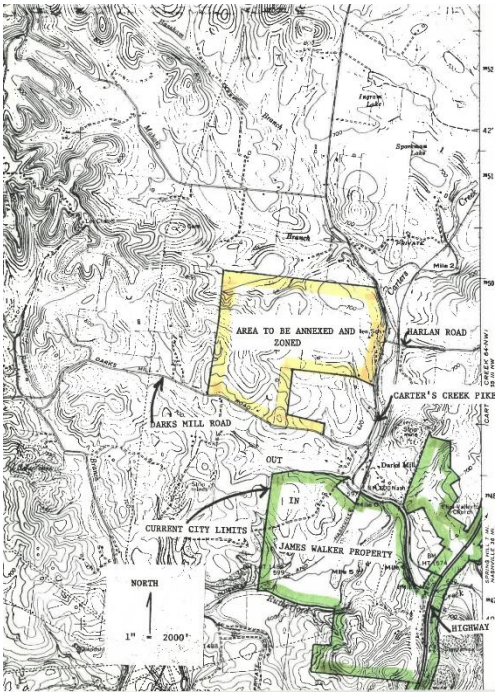
DEANNEXATION: DARKS MILL ROAD

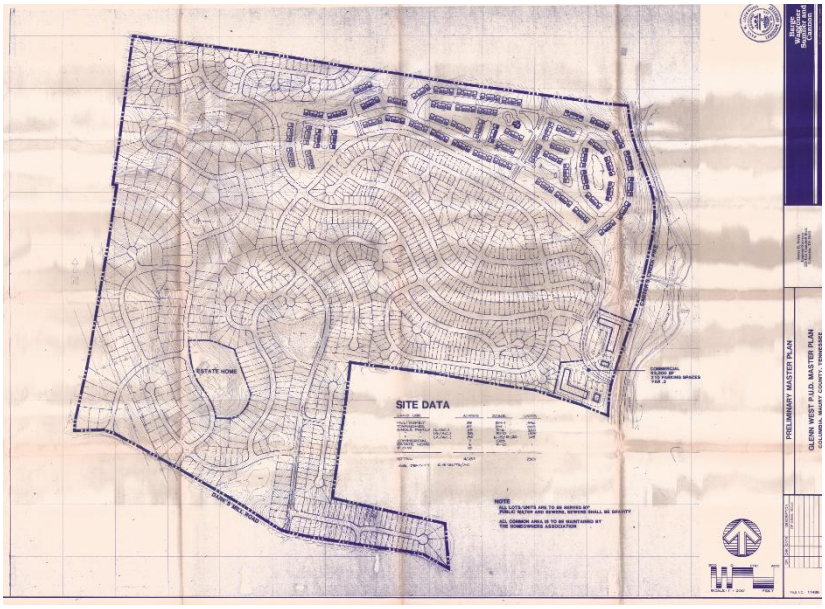
Project #:	25-0395	**Location:**	2361 & 2389 Darks Mill Road Map 052 Parcel 08305 & 08306 Map 52 Parcel 38 Map 066 Parcel 1.03
Applicant:	City of Columbia	**Case Type(s):**	DEANNEXATION
Staff Planner:	Charles Rush	**Proposed Use:**	Single Family Homes/Event Venue

PROJECT SUMMARY

Per TN State Law, a resident cannot ask for Deannexation. Deannexation must be led by the City. The following residents reached out to their City Council member for Ward 5, Brian McKelvy. City Council then asked for a recommendation from the Planning Commission on this matter, and that is why this is before the PC currently. The following are residents who wish to be deannexed: True South Farms, Heather and Justin Balt, Kevin and Joanna Dransfield, Kenneth and Elizabeth Crouch.

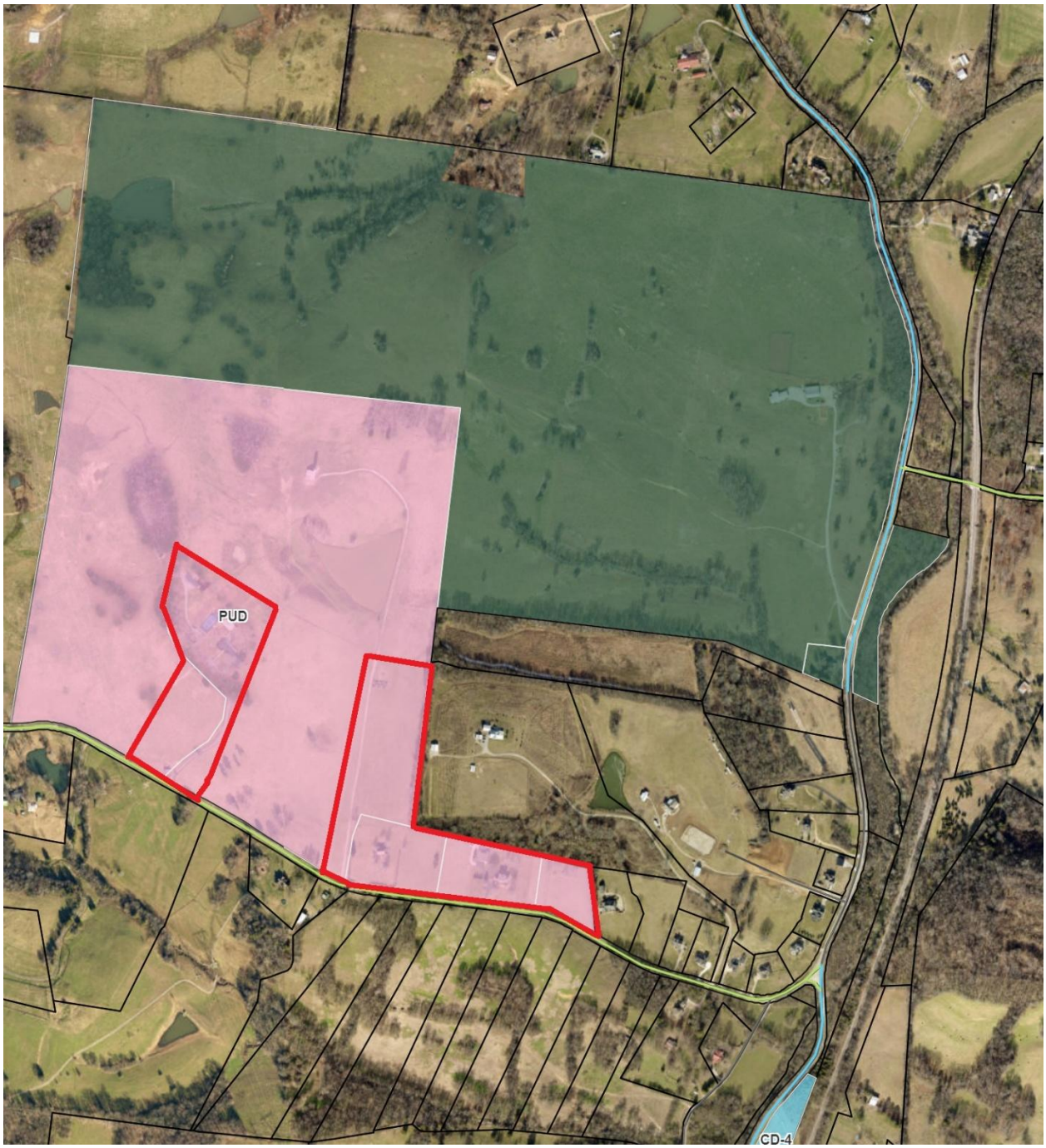
In 1989, historical records for properties at 2311 and 2389 Darks Mill Road. These properties were previously part of a previous parcel identification of Tax Map 52 Parcel 38, being a tract over 400 acres that was annexed and zoned to a Planned Unit Development district in 1989.



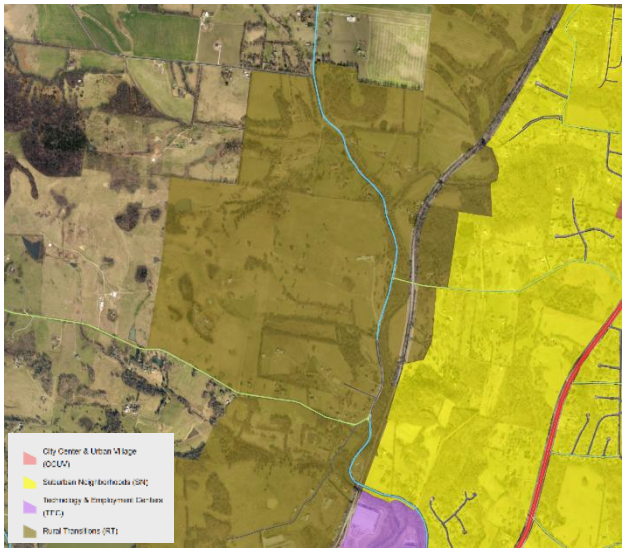


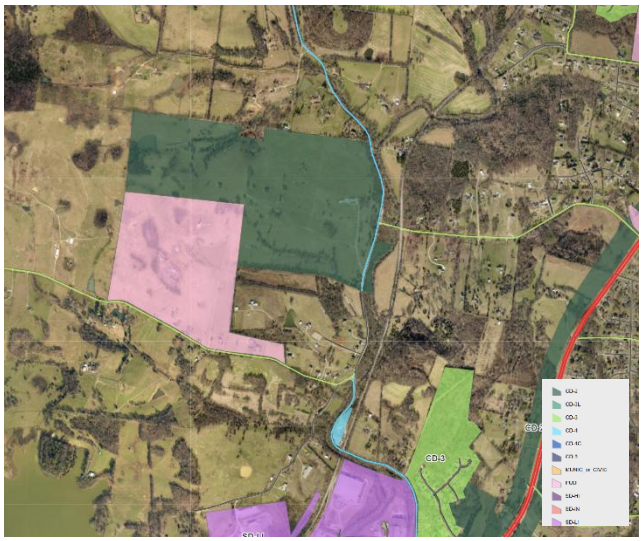
SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD	Residential	NA	+ /- Several Parcels



FUTURE LAND USE MAP (Suburban Neighborhoods)	ZONING MAP (Planned Unit Development)





PROCEDURE FOR DEANNEXATION (TCA 6-5-201 (2204))

(a) Any incorporated city or town, whether it was incorporated by general or special act, may contract its limits within any given territory; provided, that three fourths (3/4) of the qualified voters voting in an election thereon assent thereto.

(b)

(1) Any incorporated city or town, whether it was incorporated by general or special act, may after notice and public hearing, contract its limits within any given territory upon its own initiative by ordinance when it appears in the best interest of the affected territory.

(2) Such contraction of limits within any territory shall not occur unless a majority of the total membership of the city legislative body approves such contraction.

(3) Such contraction of limits within any territory shall not occur if opposed by a majority of the voters residing within the area to be deannexed. The concurrence of a majority of the voters shall be presumed unless a petition objecting to deannexation signed by ten percent (10%) of the registered voters residing within the area proposed to be deannexed is filed with the city recorder within seventy-five (75) days following the final reading of the contraction ordinance. If such a petition is filed, a referendum shall be held at the next general election to ascertain the will of the voters residing in

the area that the city proposes to deannex. The ballot shall provide a place where voters may vote for or against deannexation by the city. If a majority of those voting in the referendum fail to vote for the deannexation, the contraction ordinance shall be void and the matter may not be considered again for two (2) years. If a majority vote for deannexation, the ordinance shall become effective upon certification of the result of the referendum.

(c)

(1) Owners of real property used primarily for agricultural purposes who reside in a territory previously annexed by ordinance that was not annexed through a referendum or a request of the property owner may petition the municipality to deannex such property, if:

(A) The deannexation of the property does not create an area of unincorporated territory that is completely surrounded by municipal boundaries; and

(B) The owner of some or all of the property at the time the petition is made:

(i) Is the same owner or owners as when the property was annexed; or

(ii) A direct descendant of the person who owned the property at the time of annexation. As used in this subdivision (c)(1)(B)(ii), "direct descendant" means a child, grandchild, or a sibling.

(2) The petition must include a copy of the ordinance that includes the map of the plat seeking deannexation. The map must be the same map the municipality used to annex the territory.

(3) Upon receiving the petition for deannexation, the municipality shall determine the debt amount owed pursuant to § 6-51-204(a), if any, within thirty (30) days.

(4) The deannexation of the property becomes operative ninety (90) days after receipt of the petition by the municipality.

(d) This section does not require a municipal utility to cease providing electrical service, sanitary sewer service, other utility services, or street lighting in the territory excluded from the municipality's corporate limits.

(e) For purposes of this section, "property used primarily for agricultural purposes" means:

(1) The property is owned or operated by a person whose federal income tax return contains one (1) or more of the following for at least three (3) years:

(A) Business activity on IRS schedule F, profit or loss from farming, and the business activity reflected on the form is related to the property that is the subject of the petition; or

(B) Farm rental activity on IRS form 4835, farm rental income and expenses or schedule E, supplemental income and loss, and the farm rental activity reflected on the form is related to the property that is the subject of the petition;

(2) The person who owns or operates the property is a qualified farmer or nurseryman as defined in § 67-6-207;

(3) The property was classified at the time of annexation and has continued being classified as agricultural land or forest land pursuant to § 67-5-1005 or § 67-5-1006, except for those properties annexed prior to January 1, 1977; and

(4) The property has been maintained in use of agriculture as defined in § 1-3-105 since annexation occurred.

ACTION AFTER APPROVAL FOR DENNEXATION (TCA 6-5-203 (2024))

Upon approving deannexation by ordinance in accordance with § 6-51-201, a contracting municipality shall record the ordinance with the register of deeds in the county or counties where the deannexation was adopted or approved. The ordinance must include a detailed description of the deannexed territory, including, but not limited to, map and parcel numbers of all real property within the deannexed territory. A copy of the ordinance, map, and detailed description must also be sent to the comptroller of the treasury and the assessor of property for each county affected by the deannexation.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Lauryn Shockey, Engineering Assocaiate, LShockey@columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: AN ORDINANCE FOR THE ABANDONMENT OF A RIGHT OF WAY BEING COLUMBIA ROCK PRODUCTS ROAD AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER QUITCLAIM DEEDS TO THE PROPERTY OWNER.

RECOMMENDATION: Approve Ordinance No. 4580 on second consideration.

INFORMATION: The City of Columbia not longer has any use for a portion of the Right-Of-Way on Columbia Rock Products Road. The Right-Of-Way will be given back to the adjacent property owner being International Church of the Foursquare Gospel.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinancce No. 4580, Ordinance No. 4580, Ordinance No. 4580 Exhibit A, Resolution No. 18-37, Ordonance No. 4580 Columbia Rock Products Road ROW Plat.

AN ORDINANCE FOR THE ABANDONMENT OF A RIGHT OF WAY ALONG COLUMBIA ROCK PRODUCTS ROAD AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A QUITCLAIM DEED TO THE PROPERTY OWNER

WHEREAS, the City of Columbia, Tennessee, is the owner of a public right-of- way on Columbia Rock Products Road; and

WHEREAS, Columbia Rock Products Road was realigned and the City of Columbia, Tennessee no longer needs a portion of the right-of-way and that portion of said right-of-way should be declared surplus, abandoned and transferred to the adjacent property owner; and

WHEREAS, by resolution 18-37 the City of Columbia, Tennessee previously accepted a road dedication deed from International Church of the Foursquare Gospel to allow for the realignment of Columbia Rock Products Road.

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

Section 1: That the City of Columbia, Tennessee, does hereby declare surplus, abandon and relinquish all of its right, title and interest in and to the tract of right-of-way located at the corner of Columbia Rock Products Road and Nashville Highway, which property is legally described in Exhibit "A" attached hereto and incorporated herein by reference. See also plat attached hereto as Exhibit "B".

Section 2: That the Mayor of the City of Columbia, Tennessee, is hereby authorized to execute and deliver a quitclaim deed to International Church of the Foursquare Gospel, conveying all right, title and interest the City of Columbia may have in and to the property underlying said right-of-way and more particularly described in Exhibit A.

Section 3: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of February, 2026.

_____
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: _____

W.E.S. – ENGINEERS AND SURVEYORS

2486 Nashville Highway
Columbia, TN 38401
931-388-2329

Old Columbia Rock Road

0.41 ACRES

Being the right of way of the now relocated of Columbia Rock Road, said property lying north of Faith Freewill Baptist Church as recorded in Deed Book 639, Page 527 and Deed Book 1179, page 109, Plat Book P9, Page 127 and south of International Church of the Foursquare Gospel as recorded in Deed Book R2424, page 89.

Beginning at a ½" iron pin found with J Morris cap at the north east corner of Faith Freewill Baptist Church property as recorded in Deed Book 1179, page 109, and shown on Plat Book P9, Page 127, said point lying 283.97' from the west margin of Nashville Highway, (TN State Plane N:482,078.4, E:1,667,951.3 – NAD83);

Thence with the north line of Faith Freewill Baptist Church property as recorded in Deed Book 1179, page 109, and shown on Plat Book P9, Page 127, NORTH 81°19'54" WEST a distance of 86.21' to an iron pin set;

Thence leaving Faith Freewill Baptist Church, NORTH 08°40'06" EAST a distance of 28.97' to an iron pin set;

Thence with the south margin of the right of way deeded to the City of Columbia in Deed Book R2580, page 1210 and with a curve turning to the left with an arc length of 10.64', with a radius of 375.00', with a chord bearing of NORTH 75°11'31" EAST, with a chord length of 10.64', to an iron pin set;

Thence with the same, NORTH 74°22'47" EAST a distance of 37.71' to an iron pin set;

Thence with the south line of International Church of the Foursquare Gospel as recorded in Deed Book R2424, page 89, SOUTH 81°20'01" EAST a distance of 318.69' to a 5/8" iron pin found with no cap;

Thence with the same, SOUTH 79°20'55" EAST a distance of 18.08' to a 5/8" iron pin found with no cap;

Thence with the west margin of Nashville Highway, SOUTH 21°00'27" WEST a distance of 50.21' to an iron pin set;

Thence with the north line of Faith Freewill Baptist Church property as recorded in Deed Book 1179, page 109, NORTH 81°08'24" WEST a distance of 283.97', which is the point of beginning, having an area of 17,994 square feet, 0.41 acres.

Any easements are herein retained by The City of Columbia, Tennessee, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the City of Columbia, Tennessee for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities together with their appurtenances, and to do any and all things necessary and incidental thereto.

Note: The above property description is based on information gathered during the course of an actual field survey conducted by W.E.S. – ENGINEERS AND SURVEYORS – Job #25591, under the direction of Allen B. O'Leary, Tennessee Registered Land Surveyor Number 1987. All iron pins set are ½" Rebar, with a plastic cap stamped "W.E.S, RLS 1987". All deeds referenced above are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 2ND day of December 2025.

Allen B. O'Leary
TN R.L.S. No. 1987

RESOLUTION NO. 18-37

A RESOLUTION TO ACCEPT AND EXECUTE A ROAD DEDICATION DEED FOR COLUMBIA ROCK PRODUCTS ROAD FUTURE REALIGNMENT TO THE CITY OF COLUMBIA, TENNESSEE

WHEREAS, the City of Columbia, requested property for the future realignment of Columbia Rock Products Road, Columbia, Tennessee to accommodate requested development ; and

WHEREAS, the International Church of the Foursquare Gospel is executing a quitclaim deed of .53 acres of the land located at the corner of Nashville Highway and Columbia Rock Products Road in the City of Columbia, Tennessee.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the road dedication deed for the future realignment of Columbia Rock Products Road.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 10th day of May 2018.

DEAN DICKEY – MAYOR

ATTEST:

MOLLY BENDERMAN –CITY RECORDER

LEGAL FORM APPROVED:

TIM TISHER, CITY ATTORNEY

CORPORATE RESOLUTION

RESOLVED: By the Board of Directors of International Church of the Foursquare Gospel, a religious corporation, the vote of the church council of the **BRENTWOOD, TENNESSEE #30229 Foursquare Church** having been received and the recommendation of the Southeast District Supervisor having been secured in accordance with corporation Bylaws, that approval be granted to execute to the City of Columbia, Tennessee a Road Dedication Deed which will quitclaim 0.53 acres of land located at the corner of Nashville Highway and Columbia Rock Products Road to the City of Columbia, Tennessee in the County of Maury, State of Tennessee, described as follows:

SITUATE in the Ninth (9th) Civil District of Maury County, Tennessee and being more particularly described as follows:

Commencing at an iron pin with #596 cap located at the southeast corner of International Church of the Foursquare Gospel property as recorded in Deed Book R2424, page 89, said point lying on the north margin of Columbia Rock Road, (North: 482,081.8, East 1,668,250.0), said point also lying on the west margin of Nashville Highway; Thence with the west margin of Nashville Highway, North 20°55'44" East a distance of 106.18' to the TRUE POINT OF BEGINNING;

Thence severing the property of International Church of the Foursquare Gospel property as recorded in Deed Book R2424, page 89, and with a curve turning to the left with an arc length of 189.33', with a radius of 325.00', with a chord bearing of North 88°55'52" West, with a chord length of 186.66' to an iron pin set; Thence with the same, South 74°22'47" West a distance of 191.25' to an iron pin set on the north margin of Columbia Rock Road; Thence with the north margin of Columbia Rock Road, North 80°51'59" West a distance of 177.22' to an iron pin set; Thence severing the property of International Church of the Foursquare Gospel property as recorded in Deed Book R2424, page 89, and with a curve turning to the left with an arc length of 126.23', with a radius of 325.00', with a chord bearing of North 85°30'23" East, with a chord length of 125.44' to an iron pin set; Thence with the same, North 74°22'47" East a distance of 229.12' to and iron in set; Thence with the same and with a curve turning to the right with an arc length of 221.23', with a radius of 375.00', with a chord bearing of South 88°43'10" East, with a chord length of 218.04' to an iron pin set; Thence with the same, South 20°55'51" West a distance of 50.07'; which is the Point of Beginning, having an area of 22,880 square feet, 0.53 acres.

BEING a portion of the same property conveyed to International Church of the Foursquare Gospel by instrument of record in Book R2424, Page 89 in the Register's Office for Maury County, Tennessee.

FURTHER RESOLVED: That any two of the following individuals acting together, are hereby authorized to sign on behalf of and in the name of aforesaid Corporation and under its corporate seal all instruments necessary to provide for purchase, sale, loan, easement, lease or other real property transactions: Ron Thigpenn, Lynda J. Gupton, Adam Davidson, Tim J. Baskin, Ralph Devin, Jonathan Phillips.

FURTHER RESOLVED: That authorization is also given to grant to the City of Columbia, Tennessee two fifty-foot-wide temporary construction easements along the northern and southern boundary lines of the aforementioned deeded property for the purpose of installation and/or relocation of Columbia Rock Products Road.

FURTHER RESOLVED: This resolution supersedes the resolution of February 22, 2018.

END OF RESOLUTION

I, Tim J. Baskin Assistant Secretary of INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a religious corporation of California, do certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of aforesaid corporation at a meeting held on the 15th day of March, 2018; that the resolution was unanimously adopted; that the resolution has not been rescinded, but is in full force and effect.

Dated at Los Angeles, California this 15th day of March, 2018.

X _____
Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

REGISTER'S USE ONLY:	OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is $0.00. _____ AFFIANT SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED THIS ____ DAY OF _____, 2017. *SEAL* _____ NOTARY PUBLIC COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY: Foundation Title & Escrow 277 Mallory Station Rd., Suite 102 Franklin, TN 37067	SEND TAX BILLS TO:	NEW OWNER:

ROAD DEDICATION DEED

This indenture is made and entered into this 15 day of March, 2018 ~~2017~~ between INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a California Nonprofit Religious Corporation (hereinafter referred to as "GRANTOR") and THE CITY OF COLUMBIA, TENNESSEE (hereinafter referred to as "GRANTEE").

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, cash in hand paid, Grantor does by these presents, sell, release, remise and quitclaim unto Grantee, all of Grantor's right, title and interests, marital or otherwise, in and to the following described tract or parcel of real property:

SITUATE in the Ninth (9th) Civil District of Maury County, Tennessee and being more particularly described as follows:

Commencing at an iron pin with #596 cap located at the south east corner of International Church of Foursquare Gospel property as recorded in Deed Book R2424, page 89, said point lying on the north margin of Columbia Rock Road,

(North: 482,081.8, East 1,668,250.0), said point also lying on the west margin of Nashville Highway; Thence with the west margin of Nashville Highway, North 20°55'44" East a distance of 106.18' to the TRUE POINT OF BEGINNING;

Thence severing the property of International Church of Foursquare Gospel property as recorded in Deed Book R2424, page 89, and with a curve turning to the left with an arc length of 189.33', with a radius of 325.00', with a chord bearing of North 88°55'52" West, with a chord length of 186.66' to an iron pin set; Thence with the same, South 74°22'47" West a distance of 191.25' to an iron pin set on the north margin of Columbia Rock Road; Thence with the north margin of Columbia Rock Road, North 80°51'59" West a distance of 177.22' to an iron pin set; Thence severing the property of International Church of Foursquare Gospel property as recorded in Deed Book R2424, page 89, and with a curve turning to the left with an arc length of 126.23', with a radius of 325.00', with a chord bearing of North 85°30'23" East, with a chord length of 125.44' to an iron pin set; Thence with the same, North 74°22'47" East a distance of 229.12' to and iron in set; Thence with the same and with a curve turning to the right with an arc length of 221.23', with a radius of 375.00', with a chord bearing of South 88°43'10" East, with a chord length of 218.04' to an iron pin set; Thence with the same, South 20°55'51" West a distance of 50.07'; which is the Point of Beginning, having an area of 22,880 square feet, 0.53 acres.

BEING a portion of the same property conveyed to International Church of (the) Foursquare Gospel by instrument of record in Book R2424, Page 89 in the Register's Office for Maury County, Tennessee.

Note: The above property description is based on information gathered during the course of an actual field survey conducted by WES, Engineers and Surveyors, under the direction of Allen B. O'Leary, Tennessee Registered Land Surveyor Number 1987. All iron pins set are ½" Rebar, with a plastic cap stamped "WES 1987". All deeds referenced above (Deed Book, Page) are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 27TH day of November 2017.

TAX PARCEL # 075-075-08.02 portion of

PROPERTY ADDRESS: Columbia Rock Products Road, Columbia, TN 38401

In the event of a discrepancy between the property address and the legal description, the legal description shall control.

The above-described property is a portion of the same property contained in the prior deed and the legal description has been derived from the above-referenced survey.

Grantor further grants unto Grantee two (2) fifty (50) foot wide temporary construction easements along the northern and southern boundaries of the above-described property for the purpose of installation and/or relocation of Columbia Rock Products Road.

Grantee joins in the execution of this instrument for the purpose of acknowledging its agreement to abandon and/or release and/or convey to Grantor the property upon which Columbia Rock Products Road is currently located at such time as Columbia Rock Products Road has been relocated onto the property herein described.

Grantee, on behalf of itself, its agents, employees, officers, successors and assigns, agrees to indemnify and hold harmless Grantor and its agents, employees, officers, successors and assigns, for all claims, suits, demands, actions, proceedings and for judgments, damages, losses, debts, liabilities, penalties, fines, costs, and expenses arising out of the design, construction or use of the easement herein described by Grantee, the public, or Grantee's agents, employees, officers, successors or assigns except for liability, damages, losses, or costs caused by the negligence, recklessness, or intentional misconduct of the Grantor.

In Witness Whereof, Grantor has set its hand(s) the date first above-written.

GRANTOR:
INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL

BY: _____

NAME: Tim J. Baskin

TITLE: Asst. Secretary

By: _____

Name: Ralph Devin

Title: Controller

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared _____, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the _____ of INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation by him or herself as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this ____ day of _____, 20___.

SEAL

Please see attachment
_____
NOTARY PUBLIC
COMMISSION EXPIRES:_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On March 15, 2018 before me, Gabriela Torres, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Tim J. Baskin and Ralph Devin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GABRIELA TORRES
Commission # 2134141
Notary Public - California
Los Angeles County
My Comm. Expires Dec 16, 2019

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Road Dedication Deed Document Date: 03-15-2018

Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tim J. Baskin	Signer's Name: Ralph Devin
☒ Corporate Officer — Title(s): Asst. Secretary	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☒ Other: Controller
Signer Is Representing: International Church of the Foursquare Gospel	Signer Is Representing: International Church of the Foursquare Gospel

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GRANTEE:
THE CITY OF COLUMBIA, TENNESSEE

BY: Dean Dickey

NAME: DEAN DICKEY

TITLE: MAYOR

STATE OF TENNESSEE)
)
COUNTY OF MAURY)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared Dean Dickey, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the Donna K. Morris of THE CITY OF COLUMBIA, TENNESSEE, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the municipality by him or herself as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 24th day of July, 2018.

SEAL

DONNA K. MORRIS
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

Donna K. Morris
NOTARY PUBLIC
COMMISSION EXPIRES: 9-21-2021

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R2424, Page 89, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date — International Church of the Foursquare Gospel

Title (if acting for partnership or corporation) and Printed Name

CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME, STREET NAMES, AND STREET SIGNS

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

Date — Maury County E-911
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

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

Date — Director of Wastewater Department
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF WATER SYSTEM

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

Date — Columbia Power & Water Systems
Columbia, TN

CERTIFICATE OF COMPLIANCE

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

Date — City Engineer
Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR RECORDING

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

Date — Secretary, Planning Commission

SURVEYOR'S CERTIFICATION (TENNESSEE)

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a category "IV" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated.

12/2/25 — Allen B. O'Leary — TN RLS #1987
Date — Allen B. O'Leary — Number

PURPOSE NOTE:
The purpose of this plat is to dedicate right of way for the re-aligned Columbia Rock Road and create 2 lots.

Site Data:

PARCEL NUMBER: TAX MAP 75, PARCEL 8.02

DEED BOOK: R2424, PAGE 89

ZONING: P.U.D.

PROPERTY OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL
1910 W. SUNSET BLVD, SUITE 200
LOS ANGELES, CA 90026

TN GRID NORTH

TAX MAP 75 **(8.05)** — **INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL** D.B. R2424 PG. 79 R.O.M.C.,TN
LOT 2 FOURSQUARE GOSPEL PROPERTY Plat Book P22, Page 53

TAX MAP 75 **(8.06)** — **FOXHILL RIDGE APARTMENTS, LP.** D.B. R2584 PG. 1218 R.O.M.C.,TN
LOT 1 FOURSQUARE GOSPEL PROPERTY Plat Book P22, Page 53

TAX MAP 75 **(7.00)** — **INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL** D.B. R2424 PG. 89 R.O.M.C.,TN

TAX MAP 75 **(34.00)** — **MARVEL PROPERTIES, LLC.** D.B. R1920 PG. 893 R.O.M.C.,TN

TAX MAP 75 **(33.00)** — **FAITH FREEWILL BAPTIST CHURCH** D.B. 1179 PG. 109 R.O.M.C.,TN
1 ACRE TRACT Plat Book P9, Page 127

TAX MAP 75 **(32.02)** — **FAITH FREEWILL BAPTIST CHURCH** D.B. 639 PG. 527 R.O.M.C.,TN

LOT 1
92,428 Sq. Feet
2.12 Acres

LOT 2
42,252 Sq. Feet
0.97 Acres

17,994 Sq. Feet
0.41 Acres

RIGHT-OF-WAY DEDICATED TO THE CITY OF COLUMBIA Deed Book R2580, page 1210

COLUMBIA ROCK ROAD — 50' Right of Way — Collector Road

NASHVILLE HIGHWAY (US-31) — RIGHT-OF-WAY VARIES — PRINCIPAL ARTERIAL

20' SANITARY SEWER EASEMENT

20' P.U.D.E.

15' P.U.D.E.

20' Water Line Easement

Center of Haley Branch

Hatched Area is included in Lot 2

Faith Freewill Baptist Church Entrance

N:482,928.4
E:1,667,951.3

4'x5' BOX CULVERT

Fire Hydrant

Shed

Building

Asphalt

ATMOS ENERGY

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Legend

- EIP — Iron Rod/Pipe Found
- IPS — Iron Rod Set
- ECM — Concrete Monument Existing
- MAG — Mag Nail
- Fence Post
- T-Post
- Bench Mark
- Stake Found
- Fire Hydrant
- Water Meter
- Water Valve
- Water Reducer
- Post Indicator Valve
- Clean Out
- Sanitary Sewer Manhole
- Storm Sewer Manhole
- Curb Inlet
- Catch Basin
- Area Drain
- Cable Manhole
- Electric Manhole
- Telephone Manhole
- Water Manhole
- Electric Meter
- Electric Riser
- Cable Riser
- Telephone Riser
- Gas Meter
- Gas Valve
- Light Pole
- Power Pole
- Telephone Pole
- Guy Pole
- Power Pole
- Guy Wire
- Flag Pole
- Sign
- Parking Block
- Handicap Parking
- Bollard
- Water Spigot
- Mailbox
- Evergreen Tree
- Deciduous Tree
- Bush
- Adjoining Property Line
- Subject Property Line
- Easement Line
- Building Setback Line
- Centerline
- Edge of Pavement
- Edge of Gravel
- Fence Line
- Landscape
- Woods / Tree line
- Edge of Water
- Ditch / Creek Centerline
- Minor Contour Line
- Index Contour Line
- Gas Line
- Sanitary Sewer Line
- Water Line
- Storm Sewer Line
- Overhead Utility Line
- Overhead Cable Line
- Overhead Electric Line
- Overhead Telephone Line
- Underground Utility Line
- Underground Cable Line
- Underground Electric Line
- Underground Telephone Line
- Forced Main Line
- Lot Address Label

Line Table

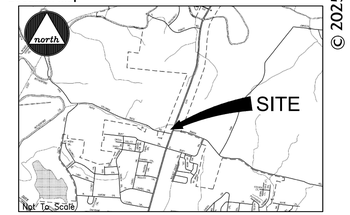
LINE	BEARING	DISTANCE
L1	S 82°36'26" E	81.03'
L2	N 84°45'14" E	63.45'
L3	N 77°19'54" E	41.50'
L4	N 71°13'44" E	15.49'
L5	S 20°59'56" W	25.63'
L6	N 80°34'36" W	31.07'
L7	N 82°36'43" W	7.38'
L8	N 77°20'31" W	70.91'
L9	S 20°58'49" W	20.65'
L10	N 08°40'06" E	28.97'
L11	N 74°22'47" E	37.71'
L12	S 20°56'14" W	50.07'
L13	S 79°20'55" E	18.08'

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	221.12'	375.01'	33°47'01"	N 88°43'42" W	217.93'
C2	189.21'	325.01'	33°21'23"	S 88°56'31" E	186.55'
C3	10.64'	375.00'	1°37'50"	N 75°11'31" E	10.64'
C4	126.23'	325.01'	22°15'12"	S 85°30'23" W	125.44'

Register of Deed Recording Stamp

Location Map



© 2025

Surveyor's Notes

1. All distances measured with E.D.M. equipment and have been adjusted for temperature and pressure, this survey was completed using a dual frequency BRX7, base and rover.
2. The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category IV as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee.
3. Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey, information provided by utility representatives or information shown on original construction plans by other. Information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, excavation or any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
4. Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existence, size, location, depth and availability of service should be confirmed by local utility agencies.
5. The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulation as interpreted and regulated by the Department of Planning and Codes.
6. The area of the parcels as shown hereon is 3.09 Acres.
7. This property currently identified as Tax Map No. 101, Group "C" Parcel No. 053.00, 054.00, & 055.00, Maury County. For designation shown thus ( ) indicates Parcel Numbers for said map.
8. Plat reference: n/a
9. Deed reference: Book R2988, Page 831
10. Bearings based on: Tennessee State Plane, NAD83.
11. This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
12. This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
13. This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
14. The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
15. The certification is not an expressed or implied warranty or guarantee.
16. This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 47119C0170E, dated April 16, 2007, and shown hereon graphically.
17. All public utility and drainage easements located on proposed lots are to be maintained by the individual property owner for said lot.
18. All property corners are ½" rebar with cap reading "WES 1987" unless otherwise noted.

WES Engineers & Surveyors
CIVIL ENGINEERS & LAND SURVEYORS
2486 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE: (931) 388-2329
www.wesengineers.com
ENGINEERS & SURVEYORS

Client: FORESQUARE

FINAL PLAT

COLUMBIA ROCK ROAD AND NASHVILLE HIGHWAY

CITY OF COLUMBIA, TN – MAURY COUNTY

REVISIONS	DATE

Drawn: AO
Checked: AO
Approved: AO
Date: 10-30-2025

Job no. 25591
Scale:
Vertical: 1" = 50'
Horizontal:

1 of 1

ALLEN B. O'LEARY — 1987 — REGISTERED LAND SURVEYOR — AGRICULTURE — COMMERCE — TENNESSEE NO. 1987

FILE: J:_WES_Engineers_Surveyors 2025\25591 – Nashville Highway and Columbia Rock – Foursquare\Dwg\Survey\01 – Survey\25591 Columbia Rock Survey REV1.dwg

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: 1ST CONSIDERATON ON ORDINANCE NO. 4574, AN ORDINANCE TO AMEND ORDINANCE NO. 4487, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE LAND USE DESIGNATION FOR TAX MAP 112 PARCELS 17 AND 18.02 OFF TROTWOOD AVENUE AND FOSTER LANE, FROM RURAL TRANSITION TO SUBURBAN NEIGHBORHOODS - WARD 1.

RECOMMENDATION: Denial based on Planning Commission Recommendation.

INFORMATION: The applicant is requesting to change the Future Land Use Designation for two properties along Foster Lane from Rural Transition (RT) to Suburban Neighborhoods (SN). The northern property, located at Tax Map 112 Parcel 18.02 in Hunters Glen Subdivision, is already in the city limits and zoned CD-3 (Neighborhood Character District). The property to the south, being Tax Map 112 Parcel 17, is requesting to be annexed and zoned to the CD-3L (Large Lot Character District) and CV (Civic) zoning districts, thus needing a FLU designation amendment to support the zones. The Area of Change policy classifies this area as "Protect". The Planning Commission reviewed this request at the November 12, 2025 meeting and recommended denial by a vote of four to zero with one abstention.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4574, Ordinance No. 4574. Ordinance No. 4574 Exhibit A, Ordinance No. 4574 Exhibit B, Ordinance No. 4574 Concept Plan, Foster Lane Annexation and Rezoning Deferral Request, Ordinance No. 4574 DS Staff Report.

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

BE IT ORDAINED BY THE CITY OF COLUMBIA:

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

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

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.20.F by the Columbia Municipal Planning Commission, following a public hearing, on the 12th day of November 2025 with a recommendation of denial, and after a public hearing held on the 8th day of January 2026, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, thirty (30) days or more before said hearing.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 12th day of March 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

_____
ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____

Legal Description

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

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

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

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

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

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

Thence, along the North Line of said lands of Halliday Family Trust, North 8301'05" West, a distance of 117.28 feet, to tree with a fence intersection, at the northwest corner of said lands of Halliday Family Trust;

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

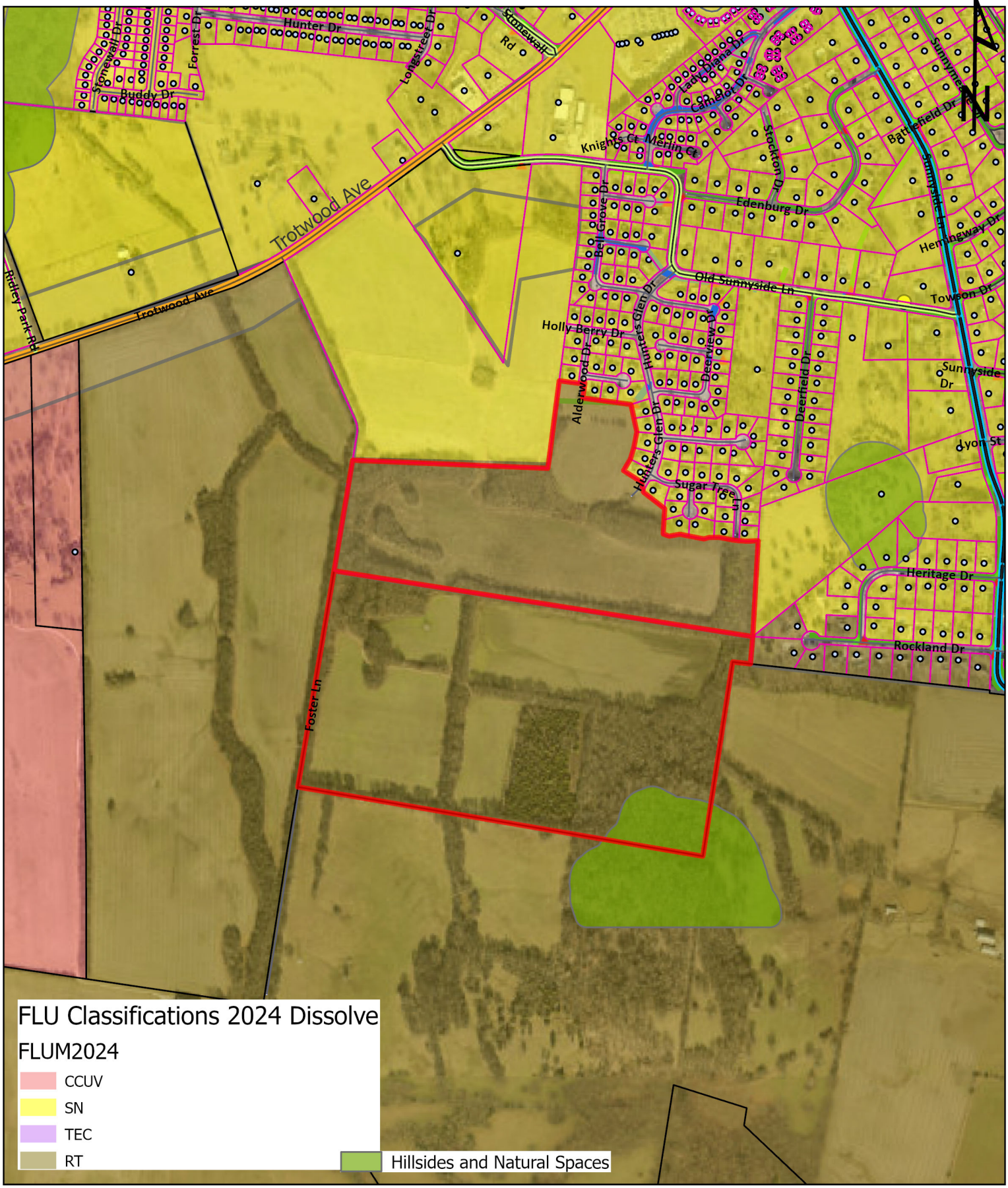
A parcel of land located in the 9th civil District of Maury County, Tennessee. More particularly described as follows;

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

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

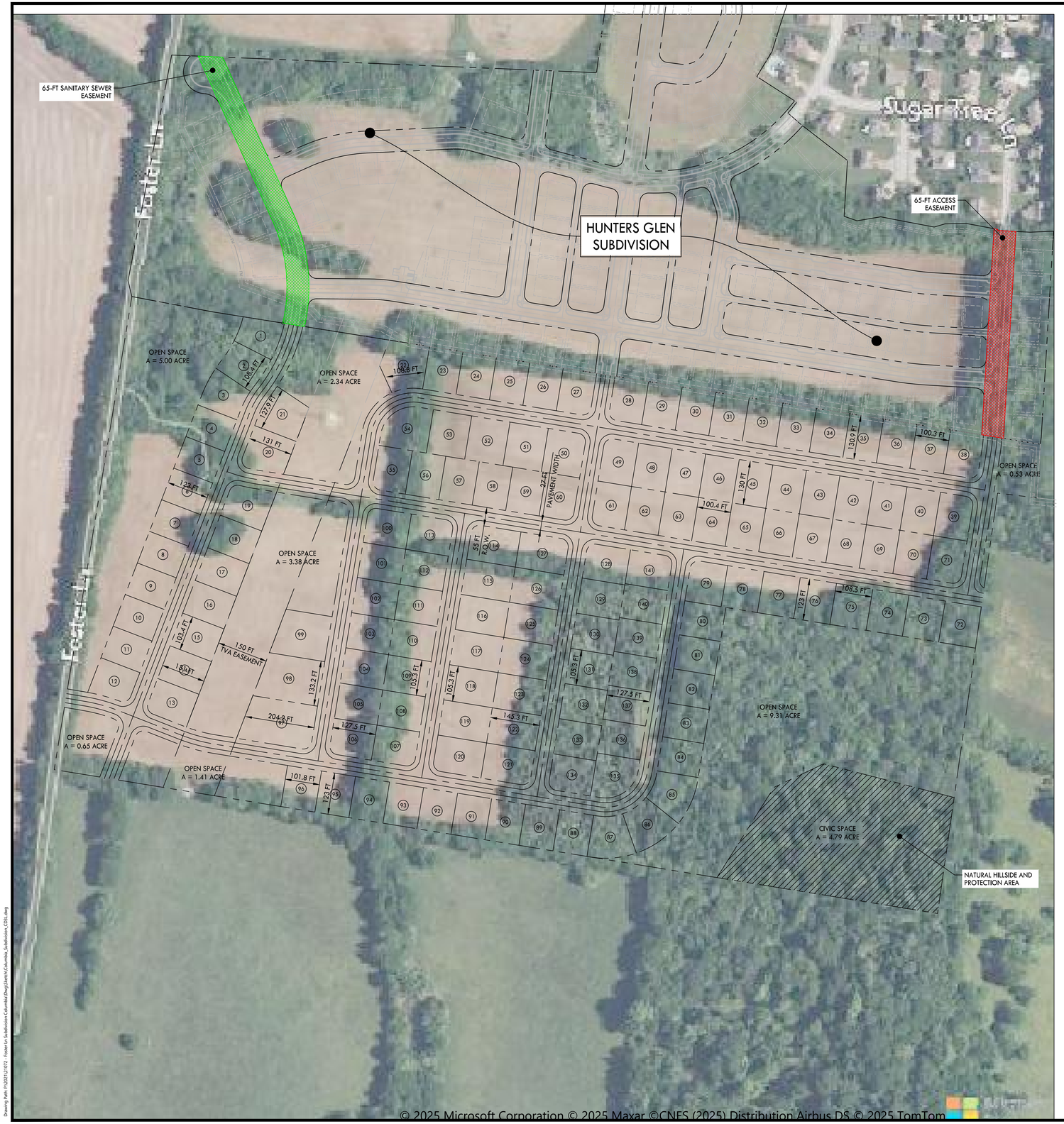
Thence S 87° 37' 10" E 1255.82 feet
Thence N 07° 33' 22" E 567.46 feet
Thence S 82° 28' 49" E 124.70 feet
Thence S 07° 34' 33" W 90.07 feet
Thence S 82° 22' 23" E 40.00 feet
Thence S 82° 33' 28" E 12.44 feet
Thence S 82° 26' 38" E 67.50 feet
Thence S 82° 08' 26" E 30.38 feet
Thence S 82° 36' 00" E 71.51 feet
Thence S 82° 36' 00" E 38.46 feet
Thence S 82° 15' 42" E 91.96 feet
Thence S 11° 36' 10" E 92.83 feet
Thence S 11° 41' 42" E 89.97 feet
Thence S 18° 20' 37" W 1.82 feet
Thence S 18° 20' 37" W 98.32 feet
Thence S 16° 53' 34" W 34.15 feet
Thence S 17° 02' 46" W 42.87 feet
Thence S 31° 08' 43" W 29.95 feet
Thence S 31° 17' 44" W 56.84 feet
Thence S 57° 14' 26" E 132.42 feet
Thence S 57° 14' 26" E 7.52 feet
Thence curve with a radius of 518.88 feet, arc of 41.22 feet
Thence S 48° 44' 55" E 50.07 feet
Thence S 52° 13' 09" E 7.44 feet
Thence S 52° 13' 09" E 167.34 feet
Thence S 03° 22' 15" W 165.32 feet
Thence S 70° 42' 24" E 40.33 feet
Thence N 80° 22' 50" E 71.11 feet
Thence S 78° 50' 11" E 59.54 feet
Thence S 79° 17' 48" E 101.01 feet
Thence N 73° 47' 31" E 33.44 feet
Thence S 88° 48' 08" E 31.33 feet
Thence S 89° 31' 28" E 32.93 feet
Thence S 79° 21' 32" E 81.85 feet
Thence S 79° 21' 32" E 11.05 feet
Thence S 03° 22' 15" E 2.95 feet
Thence S 86° 37' 45" E 40.10 feet
Thence S 86° 49' 38" E 55.38 feet
Thence S 48° 44' 55" E 50.07 feet

Thence N 87° 30’ 28” E 69.83 feet
Thence S 03° 24’ 58” W 609.86 feet
Thence S 06° 57’ 53” W 20.93 feet
Thence N 80° 54’ 30” W 2477.99 feet
Thence N 79° 14’ 39” W 240.74 feet
Thence N 13° 04’ 55” W 48.61 feet
Thence N 10° 56’ 40” E 678.58 feet to the point of beginning



Ord No 4574 - Exh B
Foster Lane
TM 112 Parcels 17 & 18.02

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



Parcel Table	
Lot #	Area
1	11,743
2	12,882
3	13,177
4	12,300
5	12,300
6	12,300
7	12,300
8	12,300
9	12,300
10	12,300
11	12,300
12	12,489
13	13,435
14	13,537
15	13,537
16	13,537
17	13,537
18	13,537
19	14,330
20	15,186
21	15,088
22	16,850
23	12,727
24	12,756
25	12,785
26	12,813
27	12,707
28	12,799
29	12,961
30	12,990

Parcel Table	
Lot #	Area
31	13,019
32	13,048
33	13,077
34	13,106
35	13,136
36	13,165
37	13,194
38	13,092
39	12,916
40	13,050
41	13,050
42	13,050
43	13,050
44	13,050
45	13,050
46	13,050
47	13,050
48	13,050
49	12,916
50	14,775
51	14,909
52	14,909
53	14,909
54	16,398
55	12,878
56	13,012
57	13,012
58	13,012
59	13,012
60	12,878

Parcel Table	
Lot #	Area
61	12,916
62	13,050
63	13,050
64	13,050
65	13,050
66	13,050
67	13,050
68	13,050
69	13,050
70	13,050
71	12,916
72	13,418
73	13,341
74	13,341
75	13,341
76	13,341
77	13,341
78	13,341
79	13,207
80	12,520
81	12,520
82	12,520
83	12,520
84	12,543
85	14,523
86	14,679
87	14,439
88	12,518
89	12,518
90	12,518

Parcel Table	
Lot #	Area
91	12,518
92	12,518
93	12,518
94	12,518
95	12,518
96	12,518
97	27,236
98	23,921
99	20,434
100	13,290
101	13,424
102	13,424
103	13,424
104	13,424
105	13,424
106	13,290
107	13,290
108	13,424
109	13,424
110	13,424
111	13,424
112	13,424
113	13,290
114	15,162
115	15,296
116	15,296
117	15,296
118	15,296
119	15,296
120	15,162

Parcel Table	
Lot #	Area
121	15,162
122	15,296
123	15,296
124	15,296
125	15,296
126	15,296
127	15,162
128	13,290
129	13,424
130	13,424
131	13,424
132	13,424
133	13,424
134	13,290
135	14,350
136	12,930
137	12,930
138	12,930
139	12,930
140	12,930
141	12,795

SITE DATA TABLE

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

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

ZONE CD-3 DESIGN STANDARDS:
MAX DENSITY: 2 UNITS / GROSS ACREAGE (MAX)
MAX BLOCK PERIMETER: 3600-FT
MIN LOT WIDTH: 100-FT
SETBACKS:
- FRONT = 30-FT (MIN)
- SECONDARY FRONTAGE = 30-FT (MIN)
- SIDE = 12-FT (MIN)
- REAR = 30-FT (MIN)

OFF STREET PARKING: MIN. LENGTH OF 30-FT FROM INTERNAL DRIVE
CIVIC SPACE REQUIREMENT: MINIMUM 0.5-AC, MAXIMUM 8-AC

DESIGN ELEMENTS:
DENSITY: 141 UNITS / 86.7-AC = 1.6 UNITS / AC
OPEN SPACE PROVIDED: 22.6-AC (26.2% OF GROSS ACREAGE)
CIVIC SPACE PROVIDED: 4.8-AC

CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
(615) 873-1795
WWW.CRUNKENG.COM

EXHIBIT

FOSTER LANE SUBDIVISON

FOSTER LANE COLUMBIA, TN

REVISIONS	
No.	DATE

09/15/2025 21072

C0.0

PRELIMINARY LAYOUT EXHIBIT

Drawing Path: P:\2021\21072 - Foster Ln Subdivision Columbia\Dwg\Sheet\Columbia_Subdivision C0.0.dwg

Outlook

FW: Foster Lane Annexation and Rezoning- Deferral Request

From Paul Keltner <PKeltner@Columbiatn.gov>
Date Mon 1/5/2026 11:01 AM
To Tony Massey <TMassey@Columbiatn.gov>; Liz Bermudez <LBermudez@Columbiatn.gov>

1 attachment (4 KB)
Outlook-i1dodgvv;

From: Adam Crunk <adam@crunkeng.com>
Sent: Friday, January 2, 2026 3:25 PM
To: Paul Keltner <PKeltner@Columbiatn.gov>; Austin Brass <ABrass@Columbiatn.gov>
Cc: Jack Maher <jack@johnmaherbuilders.com>; Aaron Keathley <aaron@crunkeng.com>
Subject: [Caution External Email] - Foster Lane Annexation and Rezoning- Deferral Request

Paul and Austin,

We would like to formally request a deferral of the annexation and rezoning request on Foster Lane for John Maher Builders to allow us more time to discuss the project with Council members. I will be there at the meeting on the 6th in case there are questions, but appreciate your help on this.

Thanks,
Adam

Adam Crunk, PE
Crunk Engineering LLC
7112 Crossroads Blvd
Suite 201
Brentwood, TN 37027
o: 615.873.1795
c: 615.289.8712
www.crunkeng.com

Foster Lane Annexation & Rezoning/ Comprehensive Plan Amendment

Project #:	25-0342	Location:	Tax Map 88 Parcel 071.01
Applicant:	Adam Crunk, PE	Case Type(s):	Annx/Rzn & Comp Plan Amendment
Staff Planner:	Austin Brass, AICP Jeremy Humphrey	Proposed Use:	CD-3L with identified CD-2 spaces

PROJECT SUMMARY

The applicant requests annexation with a plan of services for an 86-acre parcel located off Foster Lane at Tax Map 88, Parcel 071. In addition, the applicant is requesting a Comprehensive Plan Amendment from Rual Transitions to Suburban Neighborhood with a requested CD-3L & CD-2 Zoning of the subject parcel and also includes a Comprehensive Plan amendment from Rural Transitions to Suburban Neighborhood for Parcel 112 18.02 (53.5-acre tract) located just north of the subject site.

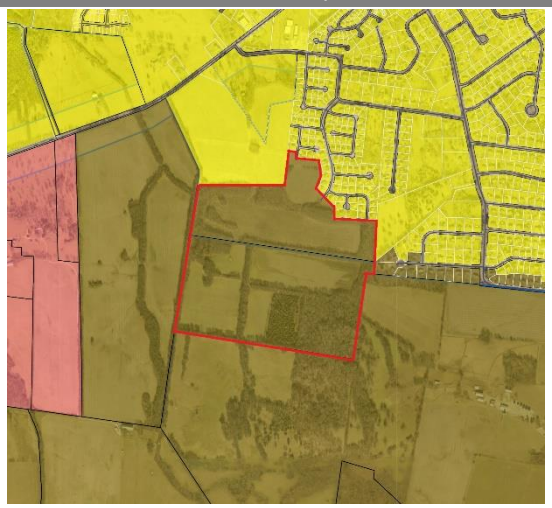
- Staff has noted that this site requested for annexation is not adjacent to an improved roadway (*Foster Ln*) that can adequality serve the annexation request and highlighted that this request is premature for annexation until adjacent infrastructure improvements are made. Easement agreements have been provided for the property at the north.
- A water availability letter has been issued on 9-24-25 from CPWS noting its validity of 120 days from issuance.
- The proposed development zoning request of CD-3L **is inconsistent** with the future land use element of the comprehensive plan, *Connect Columbia* being Rural Transitions, and thus requesting a Future Land Use Classification of Suburban Neighborhood.
- This request demonstrates the area of hillside and natural protection as being highlighted as a CD-2 character district.
- The concept plan submitted demonstrates that it is possible to develop the site in conformity with the standards of the requested character districts.
- The Planning Commission is a **recommending body** for the annexation in which Section 8.5.20.F of the Zoning Ordinance lists the criteria for Planning Commission action.

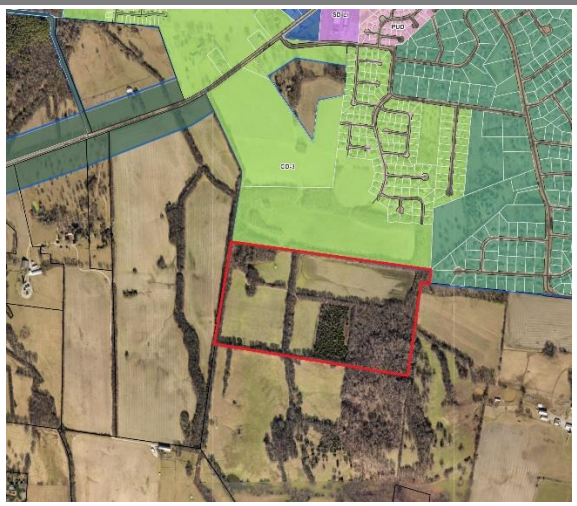
SITE INFORMATION

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



FUTURE LAND USE MAP (Rural Transitions)	ZONING MAP (County Zoning)





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

CONSISTENCY WITH CONNECT COLUMBIA

The applicant's request for annexation and a Comprehensive Plan amendment to allow CD-3L & CD-2 zoning for the subject property has been reviewed for consistency with the **Connect Columbia Comprehensive Plan**, specifically the **Rural Transition (RT)** Future Land Use Classification.
The proposed request is found to be **inconsistent** with the explicit intent, policies, and provisions of the Connect Columbia Comprehensive Plan for the following reasons:

- **Conflict with Rural Transition (RT) Intent:** The Comprehensive Plan clearly defines the RT classification as an area intended to "create and maintain a discernable transition between agricultural uses... and the suburban areas within Columbia," emphasizing the "preservation of agricultural uses, open spaces, and the semi-rural character of areas adjacent to the city." The primary land use is defined as "very low-density detached housing." CD-3L is not an implementing district with the Rural Transistion Future Land Use.



- **Inappropriate Land Uses:** The RT classification explicitly states that "New mixed-use, medium-density residential, commercial, industrial and warehouse uses are inappropriate." While the specific uses of CD-3L are not detailed in this report, CD-3L would likely permit uses or densities that fall into these categories deemed inappropriate for the RT area.

- **Premature Annexation and Lack of Urban Services:** A core policy within the RT classification, found under the "Form & Pattern" section, states: "**Annexations and rezonings are inappropriate without concurrent extensions of urban services.**" The subject property currently lacks essential urban services, such as public sewer infrastructure. The applicant's request for annexation and rezoning without the concurrent extension of these critical services represents a direct contravention of this explicit Comprehensive Plan policy. A Sanitary Sewer easement agreement has been recorded with the property to the north (*Hunters Glen*, See Exhibit A-1 in attachments). An access easement has been recorded with the property to the north (*Hunters Glen*, See Exhibit C-1 in attachments). However, the consideration of may be determined by the Planning Commission as *concurrent service.* Easements provide the right to extend infrastructure in the future and do not equate to the physical availability or operational capacity of urban services. Additionally, the access road through the Hunters Glen property has not yet been constructed, further limiting connectivity.

- **Mismatch with Designated Implementing Districts:** The Comprehensive Plan identifies the "Rural Character District CD-2" and "Civic CV" as the implementing zoning districts for the RT future land use classification. The applicant's request for "CD-3L" zoning is not

an enumerated implementing district for RT, indicating a significant departure from the planned zoning framework for this area.

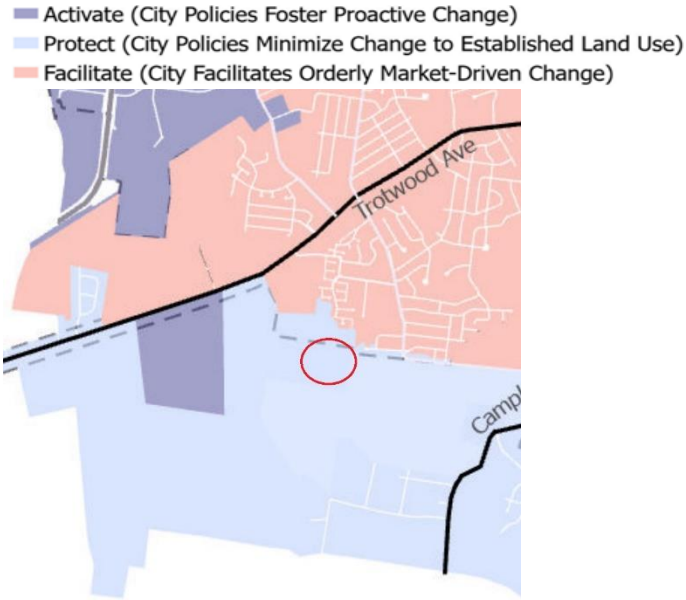
- **Deviation from Planned Form & Pattern:** The RT classification describes a character of "single-family detached residential areas and legacy agricultural operations" with "large lots with very deep setbacks," "minimal site and design requirements," and "insignificant public frontages." A CD-3L district would likely introduce form and pattern standards not consistent with the Future Land Use of Rural Transition that supports a semi-rural, very low-density character district as outlined for CD-2.

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

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

AREA OF CHANGE (Protect)

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



CONFORMITY WITH ZONING ORDINANCE

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

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

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

Therefore, without a fundamental change to the underlying Comprehensive Plan Future Land Use classification for this property to one that supports CD-3L zoning and absent the provision

of necessary urban services, the proposed CD-3L zoning is **not in conformity** with the guiding principles and structure of the Columbia Zoning Ordinance in this context.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

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

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

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its July 2025 meeting, as directed by **Section 8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

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

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

a. *The Rezoning*[1] *is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*

b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];

c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;

f. It has been determined that adequate schools, roads, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.

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

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

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

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

2. *Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;*

[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.**

3. *Whether the proposed change would create substantial adverse impacts in the Adjacent area or the City in general;*

4. *Whether conditions affecting the area have changed to a sufficient extent to warrant the proposed change; and*

5. *Whether the subject parcel is of adequate shape and size to accommodate the proposed change*

SAMPE MOTIONS

Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H.4** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the request to annex with plan of services as presented, subject to technical comments and other conditions presented by planning staff.

Deny:

Move to recommend denial of the requested annexation with a plan of services and zoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H.4** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

Defer:

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

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4575 - 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. 25-83, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE BEING TAX MAP 112 PARCEL 17 TO CD-3L (LARGE LOT NEIGHBORHOOD CHARACTER DISTRICT) AND CV (CIVIC) - WARD 1.

RECOMMENDATION: Denial based on Planning Commission Recommendation.

INFORMATION: The applicant is requesting to zone property being annexed to CD-3L (Large Lot Neighborhood Character District). The CD-3L district has a maximum density of two (2) units per acre. The concept plan reflects future development of residential lots with civic and open spaces on the 86.7 acre parcel of land. The Planning Commission recommended denial by a vote of four to zero with one abstention at the November 12, 2025 meeting.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4575, Ordinance No. 4575, Ordinance No. 4575 Exhibit A, Ordinance No. 4575 Exhibit B, Ordinance No. 4575 Concept Plan, Foster Lane Annexation and Rezoning Deferral Request, Ordinance No. 4575 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. 25-83, LOCATED OFF TROTWOOD AVENUE AND FOSTER LANE BEING TAX MAP 112 PARCEL 17 TO CD-3L (LARGE LOT NEIGHBORHOOD CHARACTER DISTRICT) AND CV(CIVIC).

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. 25-83 to CD-3L (Large Lot Neighborhood Character District) and CV (Civic).

Section 2: Said property being annexed by Resolution No. 25-83, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described in Exhibit "A", which is attached hereto and incorporated herein by reference. A location map depicting the proposed CD-3L (Large Lot Neighborhood Character District) and CV(Civic) zoned areas are identified as Exhibit "B" and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of denial on the 12th day of November, 2025, and after a public hearing held on the 8th day of January, 2026, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

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

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

B. It has been determined that the legal purposes for which zoning exists are not contravened; and

C. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 12th day of March 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

_____
ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____

Legal Description

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

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

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

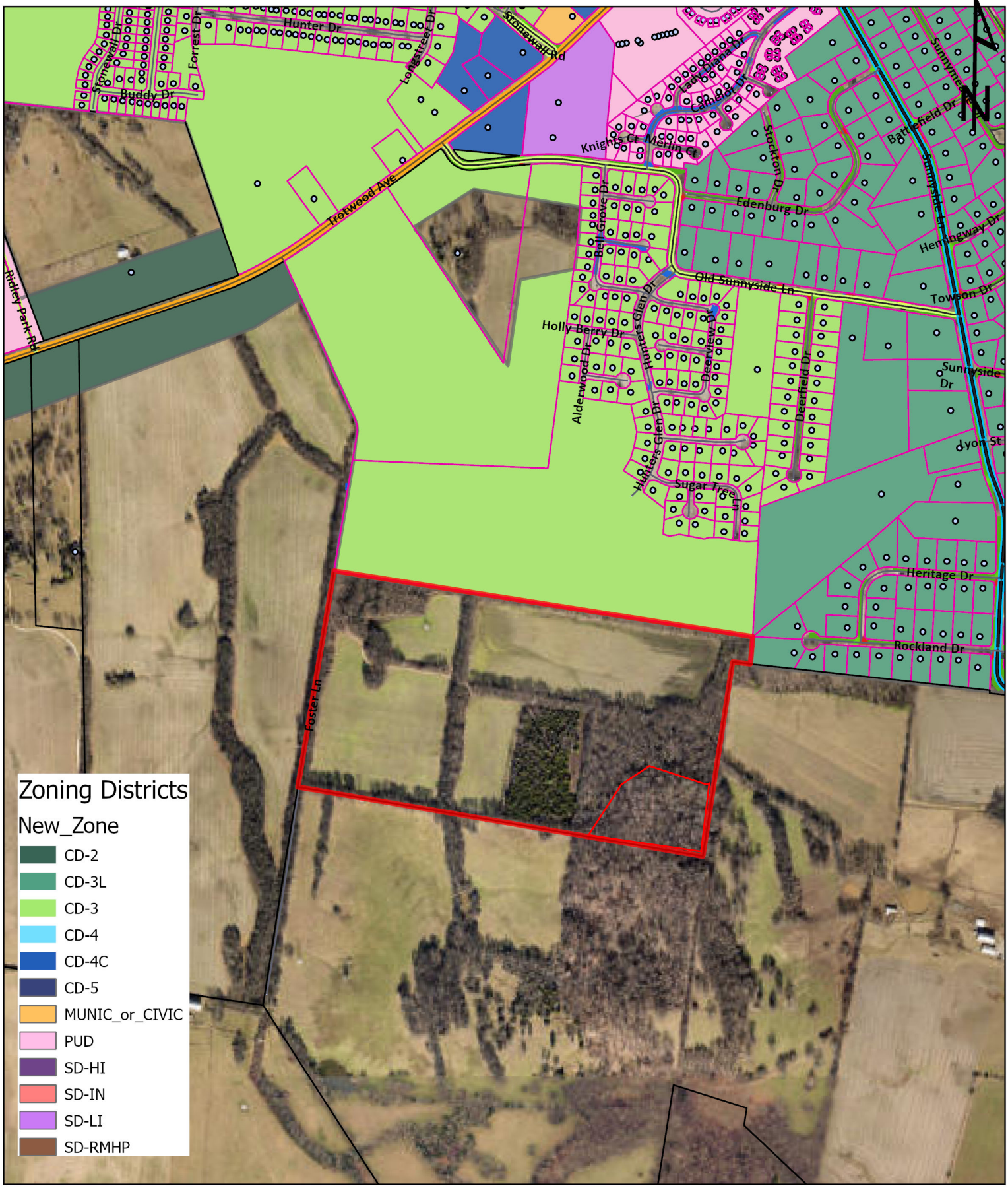
Thence, along the south line of said lands of McBroom Family Partnership, South 79°12'28" East, a distance of 240.92 feet to a found iron pin;

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

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

Thence, along the North Line of said lands of Halliday Family Trust, North 8301'05" West, a distance of 117.28 feet, to tree with a fence intersection, at the northwest corner of said lands of Halliday Family Trust;

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



Ord. 4575 - Exh B
Foster Lane
TM 112 Parcel 17

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

CITY OF COLUMBIA
TENNESSEE



Parcel Table	
Lot #	Area
1	11,743
2	12,882
3	13,177
4	12,300
5	12,300
6	12,300
7	12,300
8	12,300
9	12,300
10	12,300
11	12,300
12	12,489
13	13,435
14	13,537
15	13,537
16	13,537
17	13,537
18	13,537
19	14,330
20	15,186
21	15,088
22	16,850
23	12,727
24	12,756
25	12,785
26	12,813
27	12,707
28	12,799
29	12,961
30	12,990

Parcel Table	
Lot #	Area
31	13,019
32	13,048
33	13,077
34	13,106
35	13,136
36	13,165
37	13,194
38	13,092
39	12,916
40	13,050
41	13,050
42	13,050
43	13,050
44	13,050
45	13,050
46	13,050
47	13,050
48	13,050
49	12,916
50	14,775
51	14,909
52	14,909
53	14,909
54	16,398
55	12,878
56	13,012
57	13,012
58	13,012
59	13,012
60	12,878

Parcel Table	
Lot #	Area
61	12,916
62	13,050
63	13,050
64	13,050
65	13,050
66	13,050
67	13,050
68	13,050
69	13,050
70	13,050
71	12,916
72	13,418
73	13,341
74	13,341
75	13,341
76	13,341
77	13,341
78	13,341
79	13,207
80	12,520
81	12,520
82	12,520
83	12,520
84	12,543
85	14,523
86	14,679
87	14,439
88	12,518
89	12,518
90	12,518

Parcel Table	
Lot #	Area
91	12,518
92	12,518
93	12,518
94	12,518
95	12,518
96	12,518
97	27,236
98	23,921
99	20,434
100	13,290
101	13,424
102	13,424
103	13,424
104	13,424
105	13,424
106	13,290
107	13,290
108	13,424
109	13,424
110	13,424
111	13,424
112	13,424
113	13,290
114	15,162
115	15,296
116	15,296
117	15,296
118	15,296
119	15,296
120	15,162

Parcel Table	
Lot #	Area
121	15,162
122	15,296
123	15,296
124	15,296
125	15,296
126	15,296
127	15,162
128	13,290
129	13,424
130	13,424
131	13,424
132	13,424
133	13,424
134	13,290
135	14,350
136	12,930
137	12,930
138	12,930
139	12,930
140	12,930
141	12,795

SITE DATA TABLE

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

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

ZONE CD-3 DESIGN STANDARDS:
MAX DENSITY: 2 UNITS / GROSS ACREAGE (MAX)
MAX BLOCK PERIMETER: 3600-FT
MIN LOT WIDTH: 100-FT
SETBACKS:
- FRONT = 30-FT (MIN)
- SECONDARY FRONTAGE = 30-FT (MIN)
- SIDE = 12-FT (MIN)
- REAR = 30-FT (MIN)

OFF STREET PARKING: MIN. LENGTH OF 30-FT FROM INTERNAL DRIVE
CIVIC SPACE REQUIREMENT: MINIMUM 0.5-AC, MAXIMUM 8-AC

DESIGN ELEMENTS:
DENSITY: 141 UNITS / 86.7-AC = 1.6 UNITS / AC
OPEN SPACE PROVIDED: 22.6-AC (26.2% OF GROSS ACREAGE)
CIVIC SPACE PROVIDED: 4.8-AC

CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
(615) 873-1795
WWW.CRUNKENG.COM

EXHIBIT

FOSTER LANE SUBDIVISON

FOSTER LANE COLUMBIA, TN

REVISIONS	
No.	DATE

09/15/2025 21072

C0.0

PRELIMINARY LAYOUT EXHIBIT

Drawing Path: P:\2021\21072 - Foster Ln Subdivision Columbia\Dwg\Sheet\Columbia_Subdivision C0.0.dwg

Outlook

FW: Foster Lane Annexation and Rezoning- Deferral Request

From Paul Keltner <PKeltner@Columbiatn.gov>
Date Mon 1/5/2026 11:01 AM
To Tony Massey <TMassey@Columbiatn.gov>; Liz Bermudez <LBermudez@Columbiatn.gov>

1 attachment (4 KB)
Outlook-i1dodgvv;

From: Adam Crunk <adam@crunkeng.com>
Sent: Friday, January 2, 2026 3:25 PM
To: Paul Keltner <PKeltner@Columbiatn.gov>; Austin Brass <ABrass@Columbiatn.gov>
Cc: Jack Maher <jack@johnmaherbuilders.com>; Aaron Keathley <aaron@crunkeng.com>
Subject: [Caution External Email] - Foster Lane Annexation and Rezoning- Deferral Request

Paul and Austin,

We would like to formally request a deferral of the annexation and rezoning request on Foster Lane for John Maher Builders to allow us more time to discuss the project with Council members. I will be there at the meeting on the 6th in case there are questions, but appreciate your help on this.

Thanks,
Adam

Adam Crunk, PE
Crunk Engineering LLC
7112 Crossroads Blvd
Suite 201
Brentwood, TN 37027
o: 615.873.1795
c: 615.289.8712
www.crunkeng.com

Foster Lane Annexation & Rezoning/ Comprehensive Plan Amendment

Project #:	25-0342	Location:	Tax Map 88 Parcel 071.01
Applicant:	Adam Crunk, PE	Case Type(s):	Annx/Rzn & Comp Plan Amendment
Staff Planner:	Austin Brass, AICP Jeremy Humphrey	Proposed Use:	CD-3L with identified CD-2 spaces

PROJECT SUMMARY

The applicant requests annexation with a plan of services for an 86-acre parcel located off Foster Lane at Tax Map 88, Parcel 071. In addition, the applicant is requesting a Comprehensive Plan Amendment from Rual Transitions to Suburban Neighborhood with a requested CD-3L & CD-2 Zoning of the subject parcel and also includes a Comprehensive Plan amendment from Rural Transitions to Suburban Neighborhood for Parcel 112 18.02 (53.5-acre tract) located just north of the subject site.

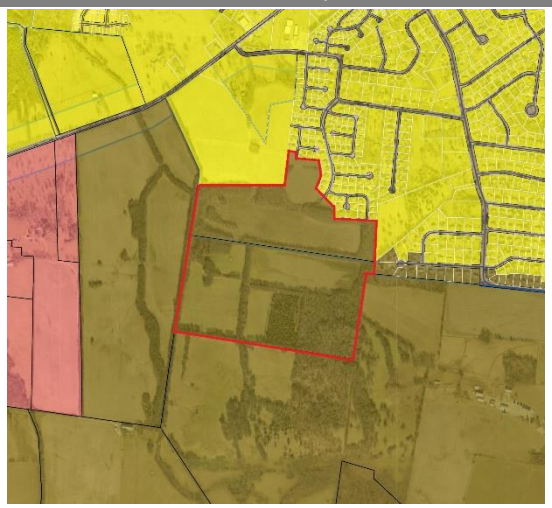
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- A water availability letter has been issued on 9-24-25 from CPWS noting its validity of 120 days from issuance.
- The proposed development zoning request of CD-3L **is inconsistent** with the future land use element of the comprehensive plan, *Connect Columbia* being Rural Transitions, and thus requesting a Future Land Use Classification of Suburban Neighborhood.
- This request demonstrates the area of hillside and natural protection as being highlighted as a CD-2 character district.
- The concept plan submitted demonstrates that it is possible to develop the site in conformity with the standards of the requested character districts.
- The Planning Commission is a **recommending body** for the annexation in which Section 8.5.20.F of the Zoning Ordinance lists the criteria for Planning Commission action.

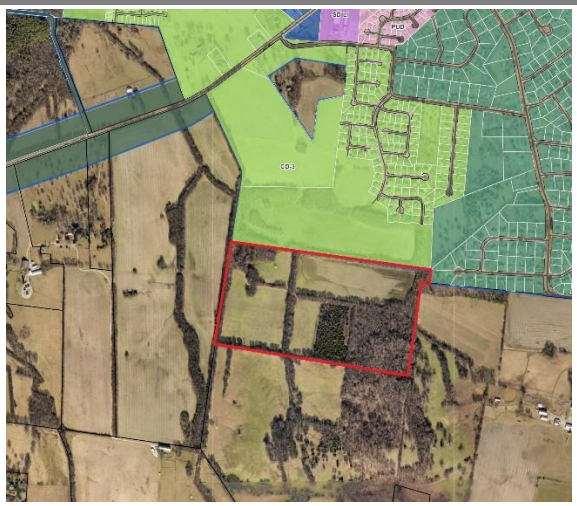
SITE INFORMATION

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



FUTURE LAND USE MAP (Rural Transitions)	ZONING MAP (County Zoning)





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

CONSISTENCY WITH CONNECT COLUMBIA

The applicant's request for annexation and a Comprehensive Plan amendment to allow CD-3L & CD-2 zoning for the subject property has been reviewed for consistency with the **Connect Columbia Comprehensive Plan**, specifically the **Rural Transition (RT)** Future Land Use Classification.
The proposed request is found to be **inconsistent** with the explicit intent, policies, and provisions of the Connect Columbia Comprehensive Plan for the following reasons:

- **Conflict with Rural Transition (RT) Intent:** The Comprehensive Plan clearly defines the RT classification as an area intended to "create and maintain a discernable transition between agricultural uses... and the suburban areas within Columbia," emphasizing the "preservation of agricultural uses, open spaces, and the semi-rural character of areas adjacent to the city." The primary land use is defined as "very low-density detached housing." CD-3L is not an implementing district with the Rural Transistion Future Land Use.



- **Inappropriate Land Uses:** The RT classification explicitly states that "New mixed-use, medium-density residential, commercial, industrial and warehouse uses are inappropriate." While the specific uses of CD-3L are not detailed in this report, CD-3L would likely permit uses or densities that fall into these categories deemed inappropriate for the RT area.

- **Premature Annexation and Lack of Urban Services:** A core policy within the RT classification, found under the "Form & Pattern" section, states: "**Annexations and rezonings are inappropriate without concurrent extensions of urban services.**" The subject property currently lacks essential urban services, such as public sewer infrastructure. The applicant's request for annexation and rezoning without the concurrent extension of these critical services represents a direct contravention of this explicit Comprehensive Plan policy. A Sanitary Sewer easement agreement has been recorded with the property to the north (*Hunters Glen*, See Exhibit A-1 in attachments). An access easement has been recorded with the property to the north (*Hunters Glen*, See Exhibit C-1 in attachments). However, the consideration of may be determined by the Planning Commission as *concurrent service.* Easements provide the right to extend infrastructure in the future and do not equate to the physical availability or operational capacity of urban services. Additionally, the access road through the Hunters Glen property has not yet been constructed, further limiting connectivity.

- **Mismatch with Designated Implementing Districts:** The Comprehensive Plan identifies the "Rural Character District CD-2" and "Civic CV" as the implementing zoning districts for the RT future land use classification. The applicant's request for "CD-3L" zoning is not

an enumerated implementing district for RT, indicating a significant departure from the planned zoning framework for this area.

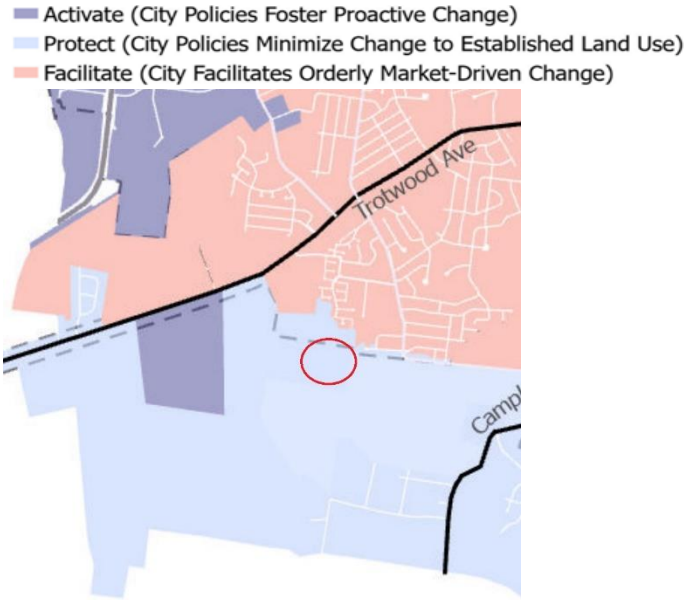
- **Deviation from Planned Form & Pattern:** The RT classification describes a character of "single-family detached residential areas and legacy agricultural operations" with "large lots with very deep setbacks," "minimal site and design requirements," and "insignificant public frontages." A CD-3L district would likely introduce form and pattern standards not consistent with the Future Land Use of Rural Transition that supports a semi-rural, very low-density character district as outlined for CD-2.

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

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

AREA OF CHANGE (Protect)

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



CONFORMITY WITH ZONING ORDINANCE

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

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

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

Therefore, without a fundamental change to the underlying Comprehensive Plan Future Land Use classification for this property to one that supports CD-3L zoning and absent the provision

of necessary urban services, the proposed CD-3L zoning is **not in conformity** with the guiding principles and structure of the Columbia Zoning Ordinance in this context.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

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

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

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its July 2025 meeting, as directed by **Section 8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

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

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

a. *The Rezoning*[1] *is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*

b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];

c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;

f. It has been determined that adequate schools, roads, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.

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

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

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

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

2. *Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;*

[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.**

3. *Whether the proposed change would create substantial adverse impacts in the Adjacent area or the City in general;*

4. *Whether conditions affecting the area have changed to a sufficient extent to warrant the proposed change; and*

5. *Whether the subject parcel is of adequate shape and size to accommodate the proposed change*

SAMPE MOTIONS

Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H.4** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the request to annex with plan of services as presented, subject to technical comments and other conditions presented by planning staff.

Deny:

Move to recommend denial of the requested annexation with a plan of services and zoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H.4** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

Defer:

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

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4578, AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE COMMERCIAL DOWNTOWN HISTORIC DISTRICT OVERLAY TO INCLUDE PROPERTY AT 810 WOODLAND STREET, BEING TAX MAP 99A GROUP K PARCEL 11.00.- WARD 3.

RECOMMENDATION: Approve Ordinance 4578 on first consideration.

INFORMATION: The applicant is requesting the aforementioned property be incorporated into the City's Downtown Commercial Historic District overlay. This request was reviewed at the December Historic Zoning Commission and recommended. It was also reviewed at the January Planning Commission meeting and recommended for approval.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4578; Ordinance No. 4578; Ordinance No. 4578 Exhibit A; DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE COMMERCIAL DOWNTOWN HISTORIC DISTRICT OVERLAY TO INCLUDE PROPERTY AT 810 WOODLAND STREET, BEING TAX MAP 99A GROUP K PARCEL 11.00.

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 the extension of the Downtown Columbia Commercial Historic District overlay on said zoning maps to include property at 810 Woodland Street, being Tax Map 99A Group K Parcel 11.00.

Section 2: Said overlay extension is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia. The location map, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval on the 14th day of January, 2026, and after a public hearing held on the 12th day of February, 2026, 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 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 12th day of March, 2026.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

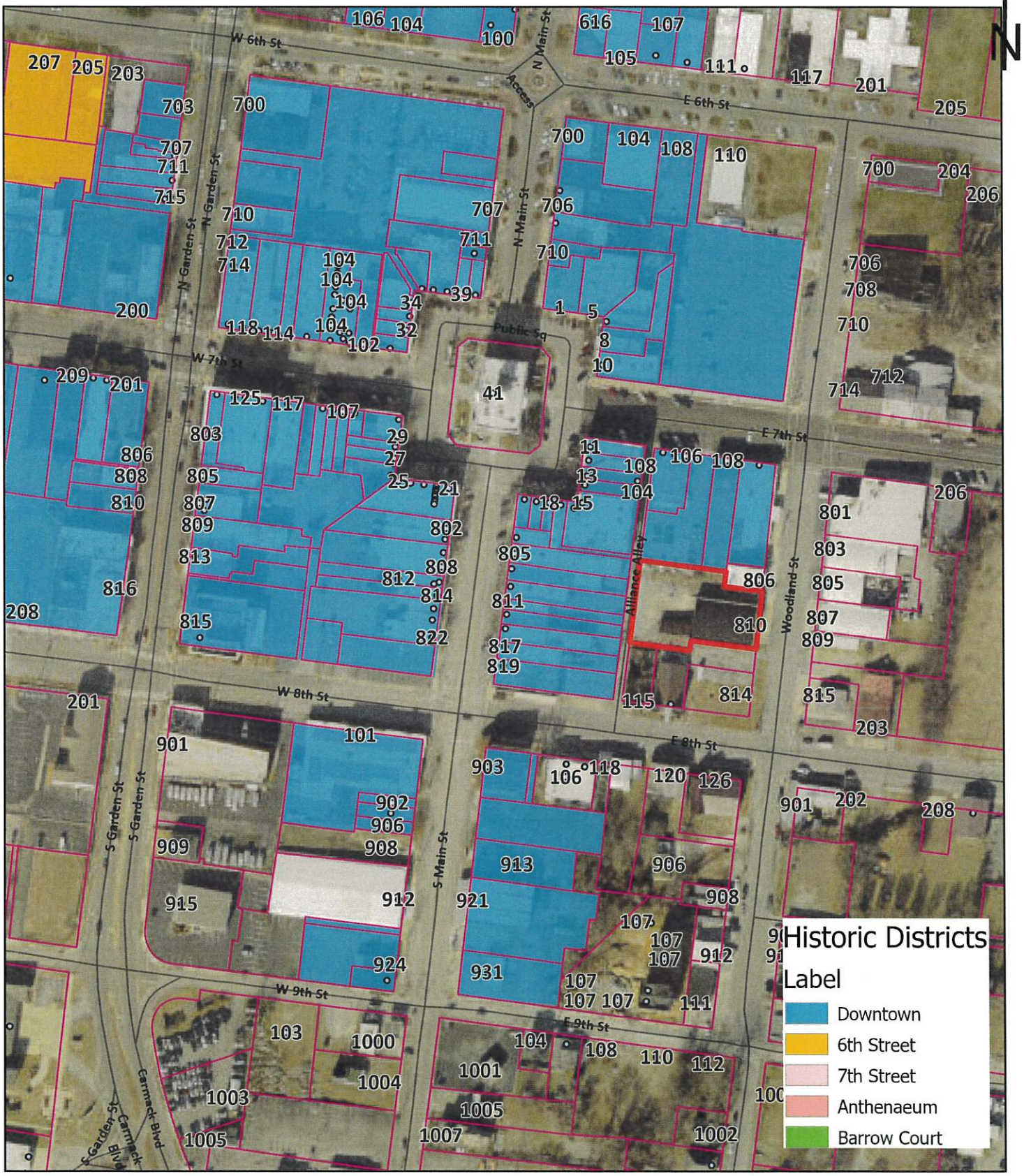
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

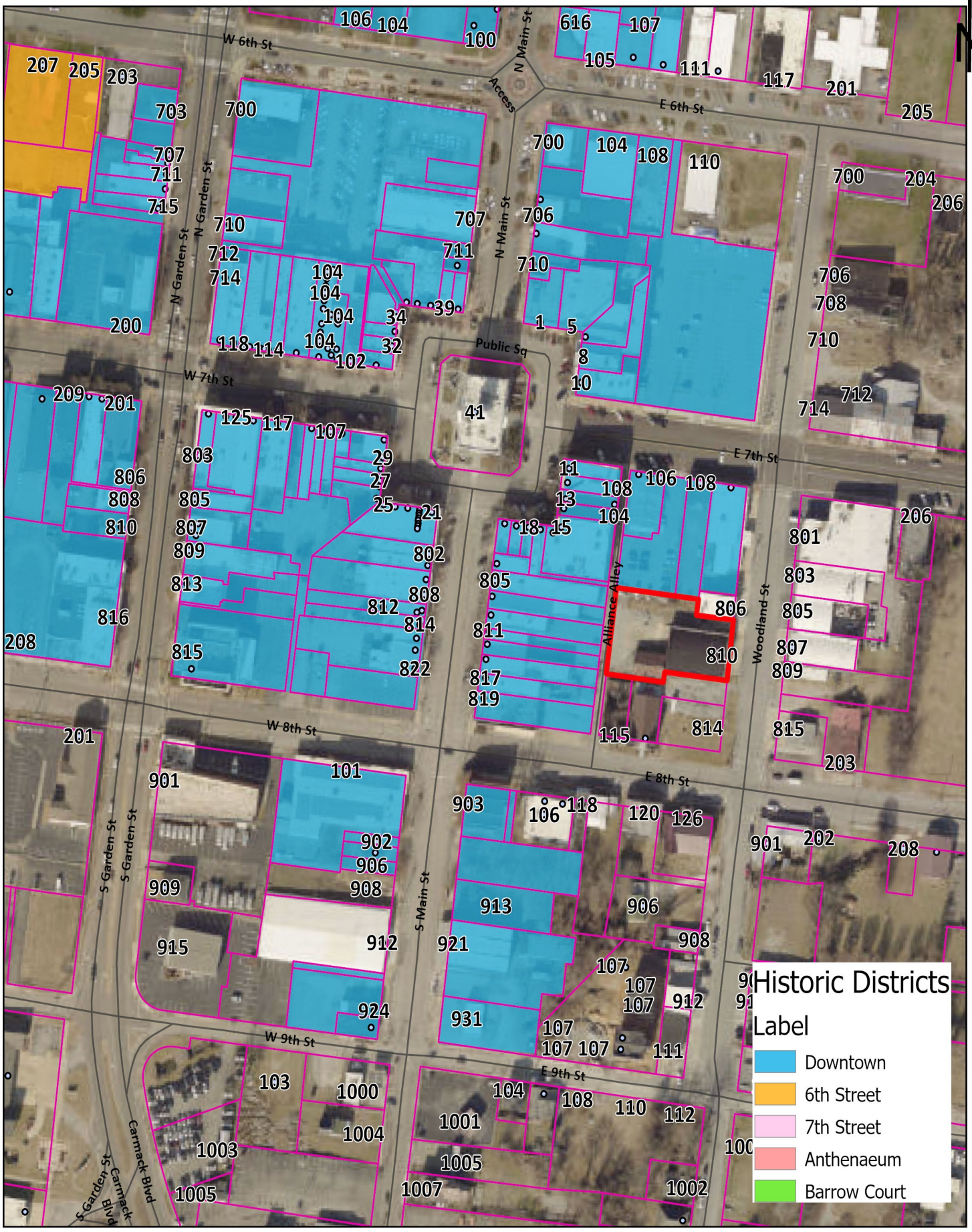
Passed on 1st consideration _____

Passed on 2nd consideration:_____



Case #25-0425
810 Woodland St.
Tax Map 99A Group K Parcel 11

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



Case #25-0425
810 Woodland St.
Tax Map 99A Group K Parcel 11

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

810 Woodland Street

Project #:	25-0425	**Location:**	Tax Map 099A K Parcel 011.00
Applicant:	Kristen Newton, TKC-AE	**Case Type(s):**	Rezone/Map Amendment
Staff Planner:	Robert Archibald, Principal Planner	**Proposed Use:**	Commercial

PROJECT SUMMARY

The applicant requests approval to designate the property at 810 Woodland Street as part of the Downtown Commercial Historic District. Previously the applicant received a favorable recommendation from the Columbia Historic Commission to be accepted into this District as a result of meeting the criteria for designation as defined in the Zoning Ordinance **§ 8.5.12.F.**

- The subject site is located at 810 Woodland Street and is zoned CD-5 (Urban Center Character District).
- The Historic Zoning Commission evaluated this application in December 2025, and submits a favorable recommendation for the rezone request amending the Downtown Commercial Historic District Overlay to include this property.
- The Development Review Committee (DRC) evaluated this application in December 2025.
- Key comments from the DRC are listed in this report. Full technical comments, along with the applicant's responses, are provided in the agenda packet.
- The proposed request conforms to the standards of the Zoning Ordinance. Detailed analysis is provided in the conformity section below.
- The Planning Commission is a **recommending body** for a Rezoning. **Section 8.5.19** of the Zoning Ordinance lists the criteria for Planning Commission action.
- Commentary from professional planning staff is provided below. The commentary identifies recommended conditions of approval.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

COMMENTARY FROM PROFESSIONAL STAFF

The applicant petitioned the Historic Zoning Commission in December 2025 to consider Historic Designation and inclusion of the property located at 810 Woodland Street within the Downtown Commercial Historic District. In support of this request, the applicant submitted documentation demonstrating the property's historical connection to and consistency with the established district boundaries.



The Historic Zoning Commission reviewed the petition in accordance with the criteria set forth in Section 8.5.12 of the Zoning Ordinance and hereby submits a formal favorable recommendation to the Planning Commission for approval of the associated Rezone/Map Amendment to include 810 Woodland Street within the Downtown Commercial Historic District. The Commission finds that the request meets all applicable criteria for Historic designation.

Additionally, staff notes that the building is included in the 2024 Historic Inventory as a property recommended as eligible for Historic designation due to its historic automotive-related association with the area and its satisfaction of the minimum 50-year age requirement, retaining defining characteristics of the 20th-Century Commercial architectural style.





REVIEW PROCESS

The Historic Zoning Commission reviewed the proposed Historic Designation at its meeting in December 2025, as required by section **8.5.12.F** of the Zoning Ordinance. The staff report is included as part of this report.

The Development Review Committee reviewed the proposed Rezone/Map Amendment at its December 2025 meeting, as required by section **8.5.21.K.5** of the Zoning Ordinance. Technical comments are provided in the agenda package and are summarized above.

Section **8.3.3.B.3** of the Zoning Ordinance authorizes the Planning Commission to make "recommendations to the City Council on a Rezone/Map Amendment."

Section **8.5.19.H** of the Zoning Ordinance establish the criteria for Planning Commission review and action on the proposed Rezone/Map Amendment.

8.5.19.H Rezoning

1. Notice Requirements shall be met as described in Section **8.5.4.D**.
2. The Planning Commission shall make its recommendation within 30 days of its initial public hearing. The time period for a recommendation may be altered, as in the case of significant modifications, in which case one additional 30-day period shall be granted before the case shall go to the City Council.
3. When a recommendation is not rendered within the time periods established in this section, the City Council may process the request without a Planning Commission recommendation.
4. The Planning Commission in its review and recommendation, shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:
    a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area, provided the Planning Commission is not obligated to recommend approval of request which would bring existing zoning into conformity with the Comprehensive Plan prior to the time such change is warranted by the findings of **8.5.19.H.4.e and f**.
    b. It has been determined that the legal purposes for which zoning exist, as set forth in Section **1.5**.
    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 degree 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.

Section **8.3.2.B.2** directs the City Council to rend a final decision on the Rezoning/Map Amendment

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** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed Rezone/Map Amendment [,subject to technical comments and other conditions presented by planning staff].

Approve Subject to Conditions:

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** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the proposed Rezone/Map Amendment as presented, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Deny:

Move to deny recommend denial of the requested Rezone/Map Amendment 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** of the City of Columbia Zoning Ordinance are not satisfied: [list any other reasons for denial].

Defer:

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

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Thad Jablonski, Finance Director, tjablonski@columbiatn.gov, 931.560.1580

AGENDA ITEM TITLE: 1st CONSIDERATION OF ORDINANCE NO. 4581 – 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 MARCH 12, 2026 AS THE DATE OF PUBLIC HEARING – FINANCE.

RECOMMENDATION: Approve Ordinance No. 4581 on first consideration and establish the date of March 12, 2026 as the date of public hearing.

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

Within this budget amendment, the following items are included:

· Transfer funds from budgeted reserves ($39,560) for budget requests for Police,

· Transfer $38,000 from Development Services to Capital Projects for conference room renovations on first floor,

· Budget $5,000 Fire Dept. donation,

· Budget Violent Crime Intervention Funds (VCIF) Grant in amount of $1,300,000.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2026 by $1,343,000 to $184,470,940.

ATTACHMENTS: Staff Report Ordinance No. 4581, Ordinance No. 4581; Supporting Documentation; Budget Summary.

ORDINANCE NO. 4581

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 $183,127,940 to $184,470,940, an increase of $1,343,000.

Section 2: That the budget appropriations shall be revised as follows:

General Government total of $15,840,631 be amended to $15,839,071, a decrease of $1,560.

Police total of $12,071,475 be amended to $12,111,035, an increase of $39,560.

Fire total of $10,093,440 be amended to $10,098,440, an increase of $5,000.

Development Services total of $2,881,721 be amended to $2,843,721, a decrease of $38,000.

Capital Projects total of $13,534,489 be amended to $13,572,489, an increase of $38,000.

Grants total of $2,599,006 be amended to $3,899,006, an increase of $1,300,000.

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 25th day of February, 2026, and it shall be executed and construed consistent with said charter and laws of the State of Tennessee.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE ____ DAY OF MARCH, 2026.

_____

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 #3
1st Consideration - February 12th (2/12/26)

General City Admin		
Budget transfer to Capital Projects		38,000.00
Transfer funds from budgeted reserves for budget requests for Police		(39,560.00)
Total General City Admin	**$**	**(1,560.00)**
Police		
Budget funds for clothing budget request (TSFR budgeted reserves)		13,600.00
Budget funds for software maintenance - camera systems (TSFR budgeted reserves)		25,960.00
Total Police	**$**	**39,560.00**
Fire		
Budget Fire Dept. donation		5,000.00
Total Fire	**$**	**5,000.00**
Development Services		
Rebudget funds for Renovations to 1st floor - conference room		(38,000.00)
Total Development Services	**$**	**(38,000.00)**
TOTAL GENERAL FUND	**$**	**5,000.00**
Capital Projects		
Rebudget funds for Renovations to 1st floor - conference room		38,000.00
Total Capital Projects	**$**	**38,000.00**
Grants		
Budget Violent Crime Intervention Funds (VCIF) Grant		1,300,000.00
		-
Total Grants	**$**	**1,300,000.00**
Total Increase - All Funds (First Consideration)	**$**	**1,343,000.00**

CITY OF COLUMBIA
FY 2026 APPROPRIATION AMENDMENT #3
First Consideration 2/12/26

1) Transfer/budget funds from budgeted reserves for budget requests for Police

Decrease Expenditures

11041900-OC800	$	39,560.00	General Govt - Reserves

Increase Expenditures

11042123-OC326	$	13,600.00	Police - Patrol - Controllable Assets
11042150-OC255	$	25,960.00	Police - Support Services - Software Services

2) Budget Fire Dept. donation

Increase Revenues

110-36720	$	5,000.00	Donations

Increase Expenditures

11042220-OC321	$	5,000.00	Fire - Suppression - Controllable Assets

3) Rebudget funds for Renovations to 1st floor - conference room

Decrease Expenditures

11043710-OC110	$	38,000.00	Development Services - Salaries

Increase Expenditures

41900-OC800	$	38,000.00	Gen Govt - Reserves

Increase Revenues

311-37940	$	38,000.00	TSFR from General Fund

Increase Expenditures

31143710-OC939	$	38,000.00	Grant Fund - JAG Grant - Operating Supplies

4) Budget Violent Crime Intervention Funds (VCIF) Grant

Increase Revenues

322-33458	$	1,300,000.00	Violent Crime Intervention Funds (VCIF) Grant

Increase Expenditures

32242155-OC800	$	1,300,000.00	Violent Crime Intervention Funds (VCIF) Grant - Reserves

FY 2026 Budget Summary - AA#3						
2/12/2026						
		SERVICES &		CAPITAL	DEBT	AA#3
Departments	PERSONNEL	SUPPLIES	TRANSFERS	OUTLAY	SERVICE	FY 2026
City Council	$98,627	$472,900	$0	$0	$0	$571,527
Legal Services	$278,494	$27,100	$0	$0	$0	$305,594
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	$6,141,297	$8,055,962	$0	$0	$15,839,071
Police	$10,121,754	$1,989,281	$0	$0	$0	$12,111,035
Fire	$9,207,355	$891,085	$0	$0	$0	$10,098,440
Streets & Maintenance	$3,621,471	$846,563	$0	$0	$0	$4,468,034
Development Services	$2,377,861	$465,860	$0	$0	$0	$2,843,721
Parks & Recreation	$3,946,607	$1,212,185	$0	$0	$0	$5,158,792
Total General Fund	$33,856,122	$12,843,499	$8,055,962	$0	$0	$54,755,583
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	$13,072,489	$0	$13,572,489
Grants Fund	$0	$2,045,000	$0	$1,854,006	$0	$3,899,006
Wastewater (Sewer) Fund	$4,341,608	$6,327,963	$0	$83,520,556	$7,492,959	$101,683,086
Grand Total	$40,228,965	$26,020,416	$10,892,582	$98,497,050	$8,831,928	$184,470,940

Summary of Appropriation Amendment #3
1st Consideration - February 12th (2/12/26)

General City Admin		
Budget transfer to Capital Projects		38,000.00
Transfer funds from budgeted reserves for budget requests for Police		(39,560.00)
Total General City Admin	**$**	**(1,560.00)**
Police		
Budget funds for clothing budget request (TSFR budgeted reserves)		13,600.00
Budget funds for software maintenance - camera systems (TSFR budgeted reserves)		25,960.00
Total Police	**$**	**39,560.00**
Fire		
Budget Fire Dept. donation		5,000.00
Total Fire	**$**	**5,000.00**
Development Services		
Rebudget funds for Renovations to 1st floor - conference room		(38,000.00)
Total Development Services	**$**	**(38,000.00)**
TOTAL GENERAL FUND	**$**	**5,000.00**
Capital Projects		
Rebudget funds for Renovations to 1st floor - conference room		38,000.00
Total Capital Projects	**$**	**38,000.00**
Grants		
Budget Violent Crime Intervention Funds (VCIF) Grant		1,300,000.00
		-
Total Grants	**$**	**1,300,000.00**
Total Increase - All Funds (First Consideration)	**$**	**1,343,000.00**

CITY OF COLUMBIA
FY 2026 APPROPRIATION AMENDMENT #3
First Consideration 2/12/26

1) Transfer/budget funds from budgeted reserves for budget requests for Police

Decrease Expenditures

11041900-OC800	$	39,560.00	General Govt - Reserves

Increase Expenditures

11042123-OC326	$	13,600.00	Police - Patrol - Controllable Assets
11042150-OC255	$	25,960.00	Police - Support Services - Software Services

2) Budget Fire Dept. donation

Increase Revenues

110-36720	$	5,000.00	Donations

Increase Expenditures

11042220-OC321	$	5,000.00	Fire - Suppression - Controllable Assets

3) Rebudget funds for Renovations to 1st floor - conference room

Decrease Expenditures

11043710-OC110	$	38,000.00	Development Services - Salaries

Increase Expenditures

41900-OC800	$	38,000.00	Gen Govt - Reserves

Increase Revenues

311-37940	$	38,000.00	TSFR from General Fund

Increase Expenditures

31143710-OC939	$	38,000.00	Grant Fund - JAG Grant - Operating Supplies

4) Budget Violent Crime Intervention Funds (VCIF) Grant

Increase Revenues

322-33458	$	1,300,000.00	Violent Crime Intervention Funds (VCIF) Grant

Increase Expenditures

32242155-OC800	$	1,300,000.00	Violent Crime Intervention Funds (VCIF) Grant - Reserves

FY 2026 Budget Summary - AA#3						
2/12/2026						
		SERVICES &		CAPITAL	DEBT	AA#3
Departments	PERSONNEL	SUPPLIES	TRANSFERS	OUTLAY	SERVICE	FY 2026
City Council	$98,627	$472,900	$0	$0	$0	$571,527
Legal Services	$278,494	$27,100	$0	$0	$0	$305,594
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	$6,141,297	$8,055,962	$0	$0	$15,839,071
Police	$10,121,754	$1,989,281	$0	$0	$0	$12,111,035
Fire	$9,207,355	$891,085	$0	$0	$0	$10,098,440
Streets & Maintenance	$3,621,471	$846,563	$0	$0	$0	$4,468,034
Development Services	$2,377,861	$465,860	$0	$0	$0	$2,843,721
Parks & Recreation	$3,946,607	$1,212,185	$0	$0	$0	$5,158,792
Total General Fund	$33,856,122	$12,843,499	$8,055,962	$0	$0	$54,755,583
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	$13,072,489	$0	$13,572,489
Grants Fund	$0	$2,045,000	$0	$1,854,006	$0	$3,899,006
Wastewater (Sewer) Fund	$4,341,608	$6,327,963	$0	$83,520,556	$7,492,959	$101,683,086
Grand Total	$40,228,965	$26,020,416	$10,892,582	$98,497,050	$8,831,928	$184,470,940

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: 1ST CONSIDERATON ON ORDINANCE NO. 4582, AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE MORNING POINTE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN, FORMERLY PART OF THE RUTHERFORD LANE WESTFIELD PARK MIXED USE PUD, OFF RUTHERFORD LANE AND WESTFIELD DRIVE, BEING A PORTION OF TAX MAP 112 PARCEL 3.07- WARD 1.

RECOMMENDATION: Approve Ordinance No. 4582 on first consideration.

INFORMATION: The applicant is requesting approval of a Preliminary PUD Master Plan for a portion of property off Rutherford Lane and Westfield Drive. Originally part of a 1986 mixed used PUD, the property was not developed as such and the master plan expired. This proposal is for two group facility structures that was reviewed at the January 14, 2026 Planning Commission . The Planning Commission did request changes to the façade along Westfield Drive and with that they recommended approval by a vote of four to zero with two abstenations.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4582; Ordinance No. 4582; Ordinance No. 4582 Exhibit A; DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE MORNING POINTE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN, FORMERLY PART OF THE RUTHERFORD LANE WESTFIELD PARK MIXED USE PUD, OFF RUTHERFORD LANE AND WESTFIELD DRIVE, BEING A PORTION OF TAX MAP 112 PARCEL 3.07.

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 approving the Morning Pointe Preliminary Planned Unit Development Master Plan, formerly part of the Rutherford Lane Westfield Park Mixed Use PUD, off Rutherford Lane and Westfield Drive, being a portion of Tax Map 112 Parcel 3.07.

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

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval, on the 14th day of January, 2026, and after a public hearing held on the 12th day of February, 2026, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

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

a. The proposed PUD Master Plan is in agreement with the Comprehensive Plan and any applicable local area plans;

b. It has been determined that the legal purposes for which zoning exists are not contravened;

c. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 12th day of March, 2026.

_____
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:_____

Know what's below. Call before you dig.

Ordinance 4582 Exhibit A

PUD MASTER PLANS FOR:

MORNING POINTE

RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401
PARCEL ID: 112 00307 000

OWNER
CBP, LLC
COLUMBIA, TENNESSEE 38401

CONTACT: ANDY CRICHTON
931-398-5533

DEVELOPER
MORNING POINTE SENIOR LIVING
2050 UNION PLACE
COLUMBIA, TENNESSEE 38401

CONTACT: FRANKLIN FARROW

CIVIL ENGINEER
FULMER LUCAS ENGINEERING, LLC
2002 RICHARD JONES ROAD - SUITE B200
NASHVILLE, TENNESSEE 37215

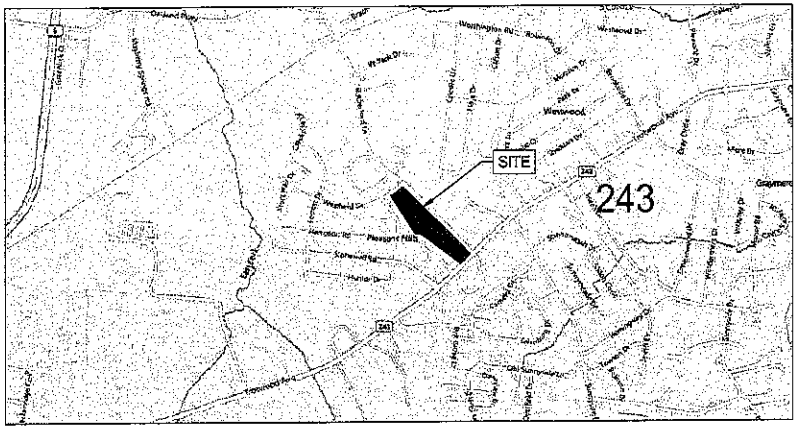
CONTACT: JAY FULMER
615-516-8477

LAND SURVEYOR
M2 GROUP, LLC
1881 GENERAL GEORGE PATTON DRIVE, SUITE 107
FRANKLIN, TENNESSEE 37067

CONTACT: STEPHEN VANDER HORST
931-623-8913

ARCHITECT
NEUHOFF TAYLOR ARCHITECTS, AIA
699 DALLAS ROAD
CHATTANOOGA, TN 37405

CONTACT: RANDALL TAYLOR
423-265-3272



VICINITY MAP
SCALE: 1"=1000'

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
SV-01	TOPOGRAPHIC SURVEY
C1.0	SITE LAYOUT PLAN
C2.0	SITE GRADING, DRAINAGE, & UTILITY PLAN
EP1.0	PHOTOMETRIC PLAN
A1	FLOOR PLAN
A1	FLOOR PLAN 2
A2	BUILDING ELEVATIONS
A2	BUILDING ELEVATIONS 2
L1.0	TREE PRESERVATION PLAN
L1.1	LANDSCAPE PLAN

SURVEY INFO
PROVIDED BY: M2 GROUP, LLC
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3270

PUD MASTER PLAN FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401

NO.	DATE	DESCRIPTION
AM	10/1/2025	PUD MASTER PLAN SUBMITTAL
AM	12/5/2025	PUD MASTER PLAN RESUBMITTAL

COVER SHEET

C0.0

142-01 MORNING POINTE

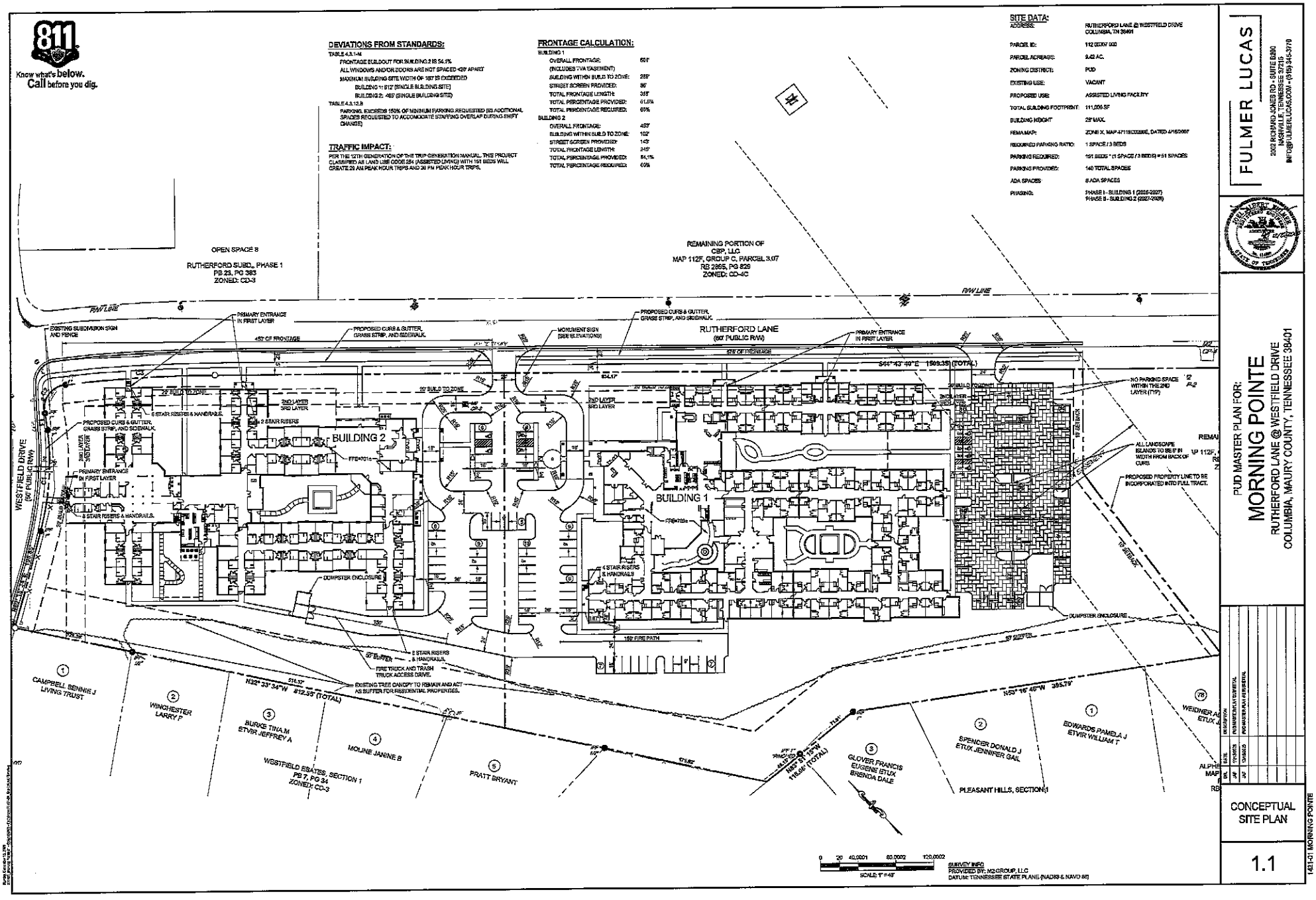
LEGAL DESCRIPTION (PER TITLE COMMITMENT)

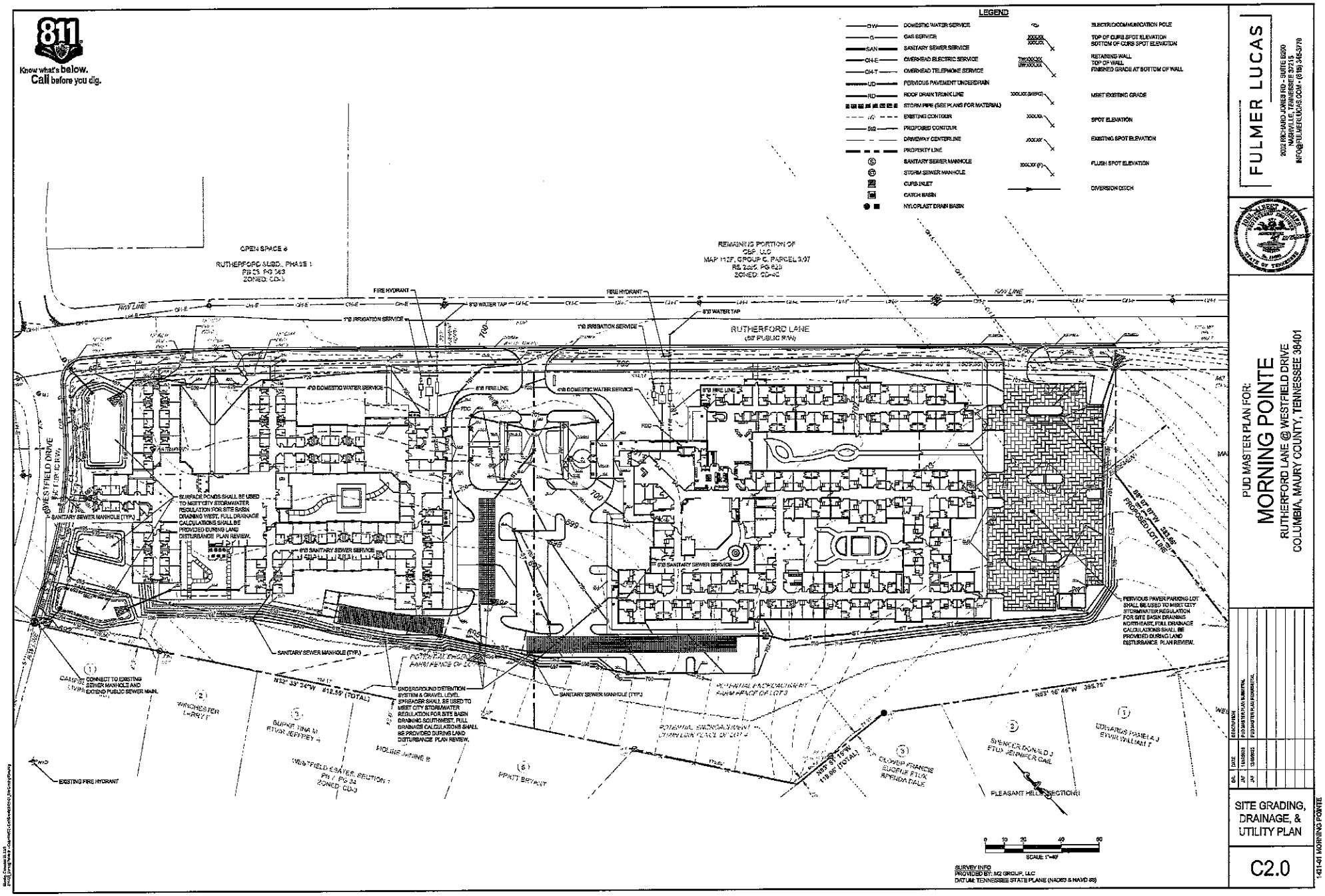
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MAURY, STATE OF TENNESSEE, AND DESCRIBED AS FOLLOWS:

TRACT M:

PARCEL NO. 1:

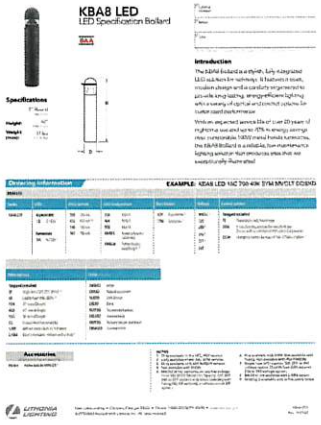
BOUNDED ON THE NORTH BY L AND N RAILROAD AND RUTHERFORD LANE; EAST BY CRADLE MEADOWS SUBDIVISION AND DR. DAN SRAY; SOUTH BY MT. PLEASANT PIKE OR U.S. HIGHWAY 43; WEST BY PLEASANT HILLS SUBDIVISION, J.A. MORGAN AND OTHERS; WEST BY RIDLEY BROTHERS; BEGINNING AT AN IRON PIN IN THE EAST LINE OF RIDLEY BROTHERS TRACT AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE WITH RIDLEY BROTHERS AND GENERALLY FOLLOWING A FENCE NORTH 5 DEGREES 19 NORTH EAST, 1,126.65 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 87 DEGREES 37 MINUTES WEST, 646.56 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 0 DEGREES 59 MINUTES EAST, 2652 FEET TO A SPIKE IN THE CENTER LINE OF L AND N RAILROAD; THENCE WITH SAME NORTH 0 DEGREES 59 MINUTES EAST, 2652 FEET TO A SPIKE IN THE CENTER OF L AND N RAILROAD AS FOLLOWS: NORTH 88 DEGREES 19 MINUTES EAST, 2,329.46 FEET; NORTH 39 DEGREES 09 MINUTES EAST, 3023 FEET; NORTH 39 DEGREES 21 MINUTES EAST, 536.56 FEET; NORTH 53 DEGREES 25 MINUTES EAST, 754.80 FEET; NORTH 60 DEGREES 16 MINUTES EAST, 275.60 FEET; NORTH 67 DEGREES 39 MINUTES EAST, 321.66 FEET TO AN IRON PIN; THENCE LEAVING RAILROAD AND GENERALLY FOLLOWING A FENCE ALONG THE SOUTH MARGIN OF RUTHERFORD LANE NORTH 67 DEGREES 37 MINUTES EAST, 918.74 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 66 DEGREES 19 MINUTES EAST, 746.76 FEET TO A STAKE; THENCE WITH THE WEST LINE OF CRADLE MEADOWS SUBDIVISION SOUTH 4 DEGREES 54 MINUTES WEST, 2,162.36 FEET TO AN IRON PIN; THENCE WITH THE SOUTH LINE OF CRADLE MEADOWS SUBDIVISION SOUTH 85 DEGREES 06 MINUTES EAST, 4262 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 84 DEGREES 29 MINUTES EAST, 45.18 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 21 DEGREES 04 MINUTES EAST, 4262 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 21 DEGREES 46 MINUTES EAST, 21.42


Know what's below. Call before you dig.
DEVIATIONS FROM STANDARDS:
TABLE 4.3.1-M
FRONTAGE BUILDOUT FOR BUILDING 2 IS 54.1%
ALL WINDOWS AND/OR DOORS ARE NOT SPACED <20' APART
MAXIMUM BUILDING SITE WIDTH OF 187' IS EXCEEDED
BUILDING 1: 812' (SINGLE BUILDING SITE)
BUILDING 2: 468' (SINGLE BUILDING SITE)
TABLE 4.3.12.B
PARKING EXCEEDS 150% OF MINIMUM PARKING REQUESTED (53 ADDITIONAL SPACES REQUESTED TO ACCOMODATE STAFFING OVERLAP DURING SHIFT CHANGE)
TRAFFIC IMPACT:
PER THE 12TH GENERATION OF THE TRIP GENERATION MANUAL, THIS PROJECT CLASSIFIED AS LAND USE CODE 254 (ASSISTED LIVING) WITH 151 BEDS WILL CREATE 29 AM PEAK HOUR TRIPS AND 36 PM PEAK HOUR TRIPS.
FRONTAGE CALCULATION:
BUILDING 1
OVERALL FRONTAGE: 539'
(INCLUDES 7'VIA EASEMENT)
BUILDING WITHIN BUILD TO ZONE: 285'
STREET SCREEN PROVIDED: 96'
TOTAL FRONTAGE LENGTH: 381'
TOTAL PERCENTAGE PROVIDED: 61.8%
TOTAL PERCENTAGE REQUIRED: 60%
BUILDING 2
OVERALL FRONTAGE: 468'
BUILDING WITHIN BUILD TO ZONE: 102'
STREET SCREEN PROVIDED: 143'
TOTAL FRONTAGE LENGTH: 245'
TOTAL PERCENTAGE PROVIDED: 54.1%
TOTAL PERCENTAGE REQUIRED: 40%
SITE DATA:
ADDRESS: RUTHERFORD LANE @ WESTFIELD DRIVE COLUMBIA, TN 38401
PARCEL ID: 112 00307 000
PARCEL ACREAGE: 9.42 AC.
ZONING DISTRICT: PUD
EXISTING USE: VACANT
PROPOSED USE: ASSISTED LIVING FACILITY
TOTAL BUILDING FOOTPRINT: 111,000 SF
BUILDING HEIGHT: 28' MAX.
FEMA MAP: ZONE X, MAP 47119C0336E, DATED 4/16/2007
REQUIRED PARKING RATIO: 1 SPACE / 3 BEDS
PARKING REQUIRED: 151 BEDS * (1 SPACE / 3 BEDS) = 51 SPACES
PARKING PROVIDED: 140 TOTAL SPACES
ADA SPACES: 8 ADA SPACES
PHASING: PHASE I - BUILDING 1 (2025-2027)
PHASE II - BUILDING 2 (2027-2029)
OPEN SPACE 8
RUTHERFORD SUBD., PHASE 1
PB 23, PG 383
ZONED: CD-3
REMAINING PORTION OF
CSP, LLC
MAP 112F, GROUP C, PARCEL 3.07
RB 2895, PG 829
ZONED: CD-4C
RUTHERFORD LANE
(60' PUBLIC R/W)
WESTFIELD DRIVE
(60' PUBLIC R/W)
BUILDING 1
BUILDING 2
PRIMARY ENTRANCE IN FIRST LAYER
PROPOSED CURB & GUTTER, GRASS STRIP, AND SIDEWALK.
EXISTING SUBDIVISION SIGN AND FENCE
MONUMENT SIGN (SEE ELEVATIONS)
20' BUILD TO ZONE
2ND LAYER
3RD LAYER
6 STAIR RISERS & HANDRAILS
2 STAIR RISERS
DUMPSTER ENCLOSURE
150' FIRE PATH
50' BUFFER
FIRE TRUCK AND TRASH TRUCK ACCESS DRIVE.
EXISTING TREE CANOPY TO REMAIN AND ACT AS BUFFER FOR RESIDENTIAL PROPERTIES.
NO PARKING SPACE WITHIN THE 2ND LAYER (TYP)
ALL LANDSCAPE ISLANDS TO BE 9' IN WIDTH FROM BACK OF CURB.
PROPOSED PROPERTY LINE TO BE INCORPORATED INTO FULL TRACT.
75' SETBACK
S44° 43' 40"E 1509.35' (TOTAL)
N32° 33' 34"W 812.55' (TOTAL)
N53° 16' 46"W 395.79'
1 CAMPBELL, BENNIE J LIVING TRUST
2 WINCHESTER LARRY P
3 BURKE TINA M ETVIR JEFFREY A
4 MOLINE JANINE B
5 PRATT BRYANT
WESTFIELD ESTATES, SECTION 1 PB 7, PG 34 ZONED: CD-3
3 GLOVER FRANCIS EUGENE ETUX BRENDA DALE
2 SPENCER DONALD J ETUX JENNIFER GAIL
1 EDWARDS PAMELA J ETVIR WILLIAM T
PLEASANT HILLS, SECTION 1
0 20 40.0001 80.0002 120.0002
SCALE: 1" = 40'
SURVEY INFO
PROVIDED BY: M2 GROUP, LLC
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)
FULMER LUCAS
2002 RICHARD JONES RD - SUITE D200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770
PUD MASTER PLAN FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401
CONCEPTUAL SITE PLAN
1.1
1421-01 MORNING POINTE


811
Know what's below.
Call before you dig.
LEGEND
DW DOMESTIC WATER SERVICE
G GAS SERVICE
SAN SANITARY SEWER SERVICE
OH-E OVERHEAD ELECTRIC SERVICE
OH-T OVERHEAD TELEPHONE SERVICE
UD PERVIOUS PAVEMENT UNDERDRAIN
RD ROOF DRAIN TRUNK LINE
STORM PIPE (SEE PLANS FOR MATERIAL)
EXISTING CONTOUR
PROPOSED CONTOUR
DRIVEWAY CENTERLINE
PROPERTY LINE
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
CURB INLET
CATCH BASIN
NYLOPLAST DRAIN BASIN
ELECTRIC/COMMUNICATION POLE
TOP OF CURB SPOT ELEVATION
BOTTOM OF CURB SPOT ELEVATION
RETAINING WALL
TOP OF WALL
FINISHED GRADE AT BOTTOM OF WALL
MEET EXISTING GRADE
SPOT ELEVATION
EXISTING SPOT ELEVATION
FLUSH SPOT ELEVATION
DIVERSION DITCH
OPEN SPACE 6
RUTHERFORD SUBD., PHASE 1
PB 23, PG 363
ZONED: CD-3
REMAINING PORTION OF
CSP, LLC
MAP 112F, GROUP C, PARCEL 3.07
RS 2005, PG 828
ZONED: CD-4C
RUTHERFORD LANE
(50' PUBLIC R/W)
WESTFIELD DRIVE
(50' PUBLIC R/W)
FIRE HYDRANT
8"W WATER TAP
1"D IRRIGATION SERVICE
4"D DOMESTIC WATER SERVICE
6"D FIRE LINE
6"D SANITARY SEWER SERVICE
SANITARY SEWER MANHOLE (TYP.)
SURFACE PONDS SHALL BE USED TO MEET CITY STORMWATER REGULATION FOR SITE BASIN DRAINING WEST. FULL DRAINAGE CALCULATIONS SHALL BE PROVIDED DURING LAND DISTURBANCE PLAN REVIEW.
UNDERGROUND DETENTION SYSTEM & GRAVEL LEVEL SPREADER SHALL BE USED TO MEET CITY STORMWATER REGULATION FOR SITE BASIN DRAINING SOUTHWEST. FULL DRAINAGE CALCULATIONS SHALL BE PROVIDED DURING LAND DISTURBANCE PLAN REVIEW.
PERVIOUS PAVER PARKING LOT SHALL BE USED TO MEET CITY STORMWATER REGULATION FOR SITE BASIN DRAINING NORTHEAST. FULL DRAINAGE CALCULATIONS SHALL BE PROVIDED DURING LAND DISTURBANCE PLAN REVIEW.
PROPOSED LOT LINE
POTENTIAL ENCROACHMENT
1) CAMPER: CONNECT TO EXISTING SEWER MANHOLE AND EXTEND PUBLIC SEWER MAIN.
2) WINCHESTER LARRY T
3) SUPAK TINA M ETUX JEFFREY J
4) HOLDE JANINE B
5) PRATT BRYANT
WESTFIELD ESTATES, SECTION 1 PB 7, PG 33 ZONED: CD-3
PLEASANT HILL SECTION 1
EXISTING FIRE HYDRANT
SURVEY INFO
PROVIDED BY: M2 GROUP, LLC
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)
SCALE: 1"=40'
FULMER LUCAS
2032 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3970
PUD MASTER PLAN FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401
NO. DATE DESCRIPTION
JAY 10/18/2021 PUD MASTER PLAN SUBMITTAL
JAY 12/8/2021 PUD MASTER PLAN RESUBMITTAL
SITE GRADING, DRAINAGE, & UTILITY PLAN
C2.0
1431-01 MORNING POINTE



2 TYPES SP1, SP1D, & SP2
NOT TO SCALE



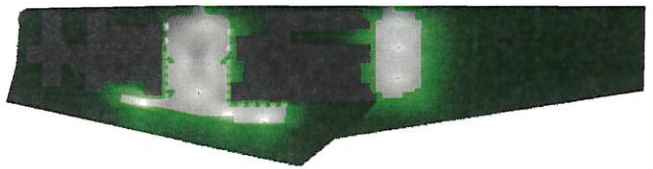
3 TYPE BD1
NOT TO SCALE

Statistics

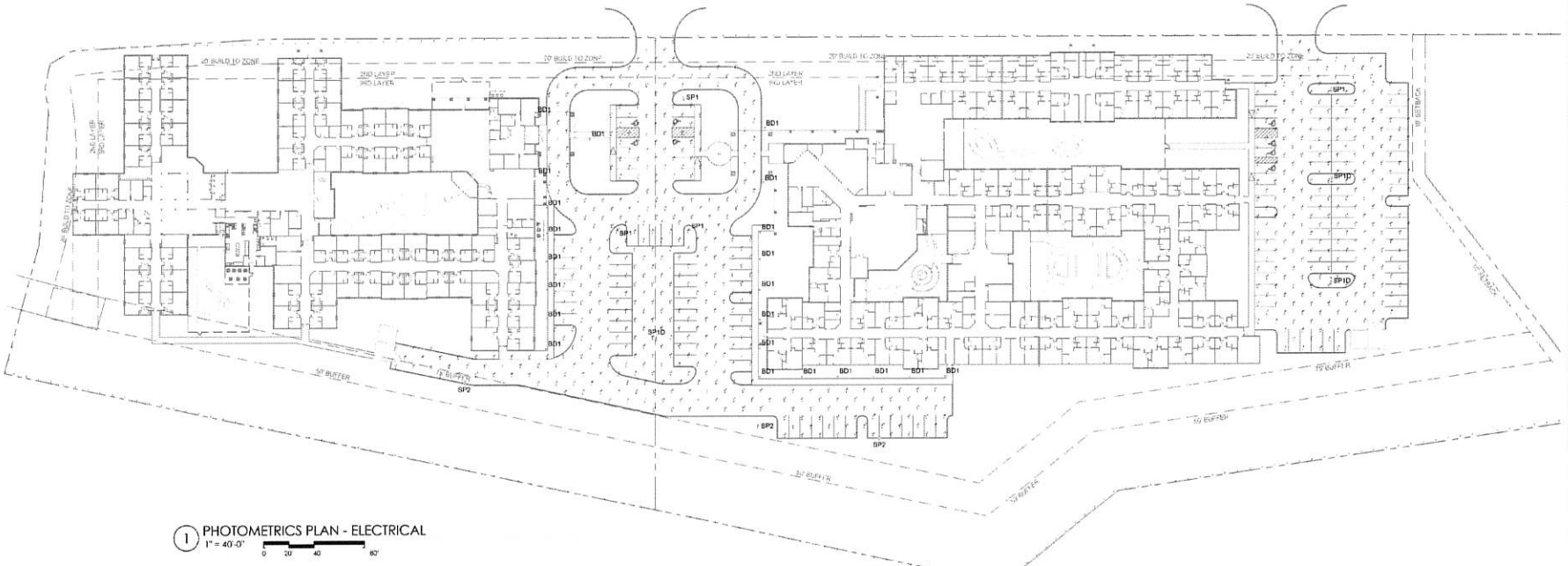
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
DRIVE 2	+	4.0 fc	12.5 fc	0.9 fc	13.9:1	4.4:1
DRIVE 3	+	1.1 fc	3.1 fc	0.1 fc	31.0:1	11.0:1
PARKING 1	+	2.3 fc	5.5 fc	1.0 fc	5.5:1	2.3:1
PARKING 2	+	3.1 fc	9.2 fc	1.0 fc	9.2:1	3.1:1
PARKING 3	+	4.8 fc	12.3 fc	1.3 fc	9.5:1	3.7:1
PARKING 4	+	3.6 fc	9.7 fc	1.0 fc	9.7:1	3.6:1
PROPERTY LINE	+	0.0 fc	0.2 fc	0.0 fc	N/A	N/A
DRIVE 1	+	1.6 fc	6.4 fc	0.1 fc	64.0:1	16.0:1

SITE LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	MODEL	VOLTAGE	INPUT WATTS	CCT/LUMENS	MOUNTING	DESCRIPTION
BD1	LITHONIA	KBA8-LED-12C-350-50K-ASY	120	16	5000K/1650	BOLLARD	LED BOLLARD, DARK BRONZE
SP1	LITHONIA	RSX2-LED-P6-50K-R3-EGS	208	244	5000K/30267	PGLE	SITE POLE LIGHT (30' MOUNTING HEIGHT) DARK BRONZE
SP1D	LITHONIA	(2) RSX1-LED-P4-50K-R3	208	488	5000K/60534	PGLE	SITE POLE LIGHT (30' MOUNTING HEIGHT) DARK BRONZE, DUAL HEAD
SP2	LITHONIA	RSX2-LED-P6-50K-AFR	208	244	5000K/30332	PGLE	SITE POLE LIGHT (30' MOUNTING HEIGHT) DARK BRONZE



4 PHOTOMETRIC RENDER
NOT TO SCALE



1 PHOTOMETRICS PLAN - ELECTRICAL
1" = 40'-0"
0 20 40 80'

pmc Consulting Engineers
www.pmcengineer.com
PROJECT NO. 25047
BSM / MEH

REVISIONS

699 DALLAS ROAD
CHATTANOOGA, TN 37405
(423) 265-3272
FAX (423)266-5502

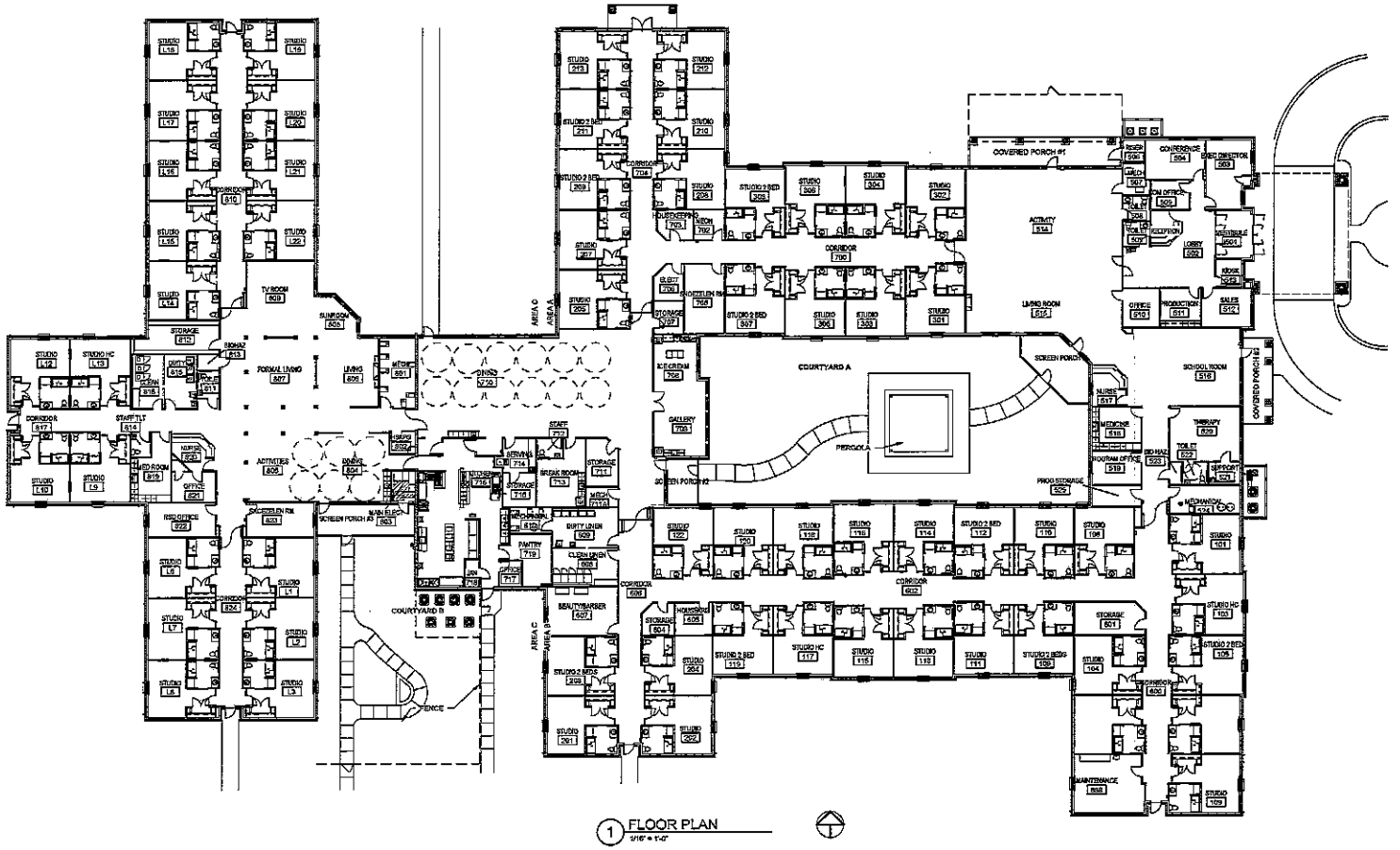
NEUHOFF TAYLOR ARCHITECTS

SITE DEVELOPMENT PLANS FOR
MORNING POINTE
RUTHERFORD LANE
COLUMBIA, TENNESSEE

MATTHEW IAN MCDANIEL
REGISTERED ENGINEER
STATE OF TENNESSEE
11/17/25

PROJECT #
25047
DATE
11-17-25
DRAWING NAME
PHOTOMETRICS PLAN - ELECTRICAL
SHEET #
EP1.0

MORNING POINTE OF COLUMBIA
ASSISTED LIVING AND MEMORY CARE FACILITY
RUTHERFORD LANE
COLUMBIA, TENNESSEE
NEUHOFF TAYLOR
699 DALLAS ROAD
CHATTANOOGA, TN 37405
(423) 265-3272
FAX (423)266-5502
REVISIONS
PROJECT #
25049
DATE
12-15-25
SHEET NAME
FLOOR PLAN
SHEET #
A1
MEMORY CARE WING
COURTYARD #2
COURTYARD #1
SCREEN PORCH #2
SCREEN PORCH #1
1 FLOOR PLAN



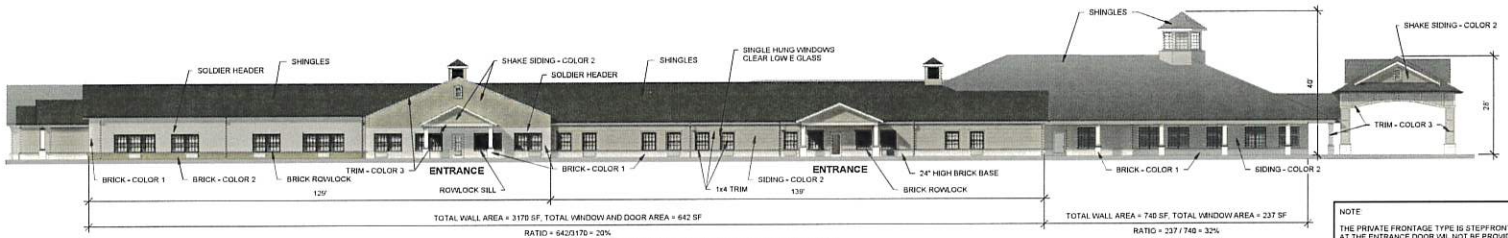
1 FLOOR PLAN
3/16" = 1'-0"

REVISIONS

NEUHOFF TAYLOR
699 DALLAS ROAD
CHATTANOOGA, TN 37405
(423) 265-3272
FAX (423)266-5802

THE LANTERN AT MORNING POINTE
ALZHEIMER'S CENTER OF EXCELLENCE COLUMBIA
RUTHERFORD LANE
COLUMBIA, TN

PROJECT #
25048
DATE
12-15-25
DRAWING NAME
FLOOR PLAN
SHEET #
A1



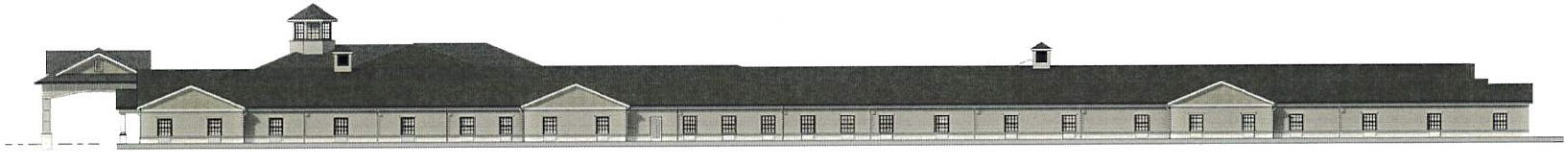
2 NORTH (FRONTAGE) ELEVATION
1/16" = 1'-0"

NOTE

THE PRIVATE FRONTAGE TYPE IS STEPFRONT. A STEP AT THE ENTRANCE DOOR WIL NOT BE PROVIDED TO COMPLY THE THE BUILDING CODE REQUIREMENT FOR A LEVEL EGRESS.

ALL ROOF SLOPES TO BE BETWEEN 6:12 AND 14:12.

ALL CEILING HEIGHTS WILL BE LESS THAN 25 FEET.



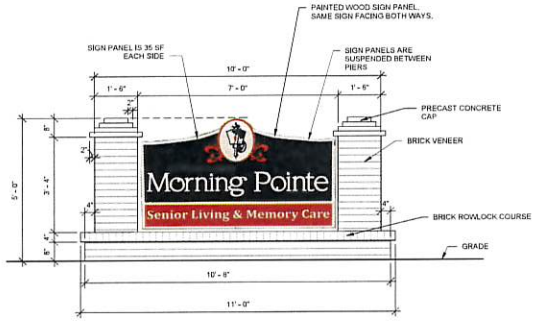
1 SOUTH ELEVATION
1/16" = 1'-0"



3 WEST ELEVATION
1/16" = 1'-0"



4 EAST ELEVATION
1/16" = 1'-0"



5 MORNING POINTE SIGN
1/2" = 1'-0"

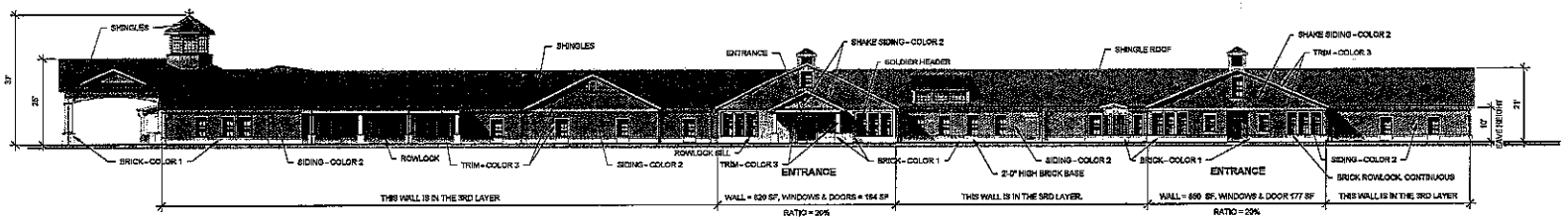
REVISIONS

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NEUHOFF TAYLOR ARCHITECTS

MORNING POINTE OF COLUMBIA
ASSISTED LIVING AND MEMORY CARE FACILITY
RUTHERFORD LANE
COLUMBIA, TENNESSEE

PROJECT #
25049
DATE
12-15-25
DRAWING TITLE
ELEVATIONS
SHEET #
A2



1 NORTH (FRONTAGE) ELEVATION
1/16" = 1'-0"

NOTE:

THE PRIVATE FRONTAGE TYPE IS STEPFRONT. A STEP AT THE ENTRANCE DOOR WIL NOT BE PROVIDED TO COMPLY THE THE BUILDING CODE REQUIREMENT FOR A LEVEL EGRESS.

ALL ROOF SLOPES TO BE BETWEEN 5:12 AND 14:12.

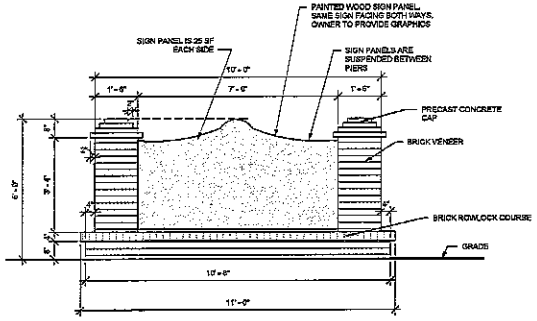
ALL CEILING HEIGHTS WILL BE LESS THAN 25 FEET.



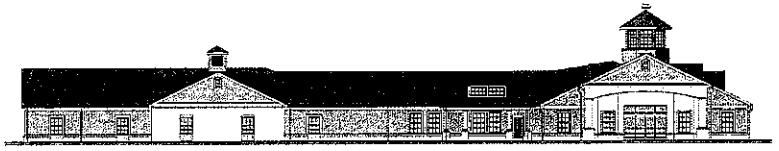
2 SOUTH ELEVATION
1/16" = 1'-0"



3 WEST ELEVATION
1/16" = 1'-0"



5 MORNING POINTE SIGN
1/2" = 1'-0"



4 EAST ELEVATION
1/16" = 1'-0"

REVISIONS

699 DALLAS ROAD
CHATTANOOGA, TN 37405
(423) 265-3272
FAX (423)266-5602

NEUHOFF TAYLOR

THE LANTERN AT MORNING POINTE
ALZHEIMER'S CENTER OF EXCELLENCE COLUMBIA

RUTHERFORD LANE
COLUMBIA, TN

PROJECT #
25048

DATE
12-15-25

DRAWING STATUS
ELEVATIONS

SHEET #
A2

Know what's below. Call before you dig.

Ordinance 4582 Exhibit A

PUD MASTER PLANS FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401
PARCEL ID: 112 00307 000

OWNER
CBP, LLC
COLUMBIA, TENNESSEE 38401

CONTACT: ANDY CRICHTON
931-398-5533

DEVELOPER
MORNING POINTE SENIOR LIVING
2050 UNION PLACE
COLUMBIA, TENNESSEE 38401

CONTACT: FRANKLIN FARROW

CIVIL ENGINEER
FULMER LUCAS ENGINEERING, LLC
2002 RICHARD JONES ROAD - SUITE B200
NASHVILLE, TENNESSEE 37215

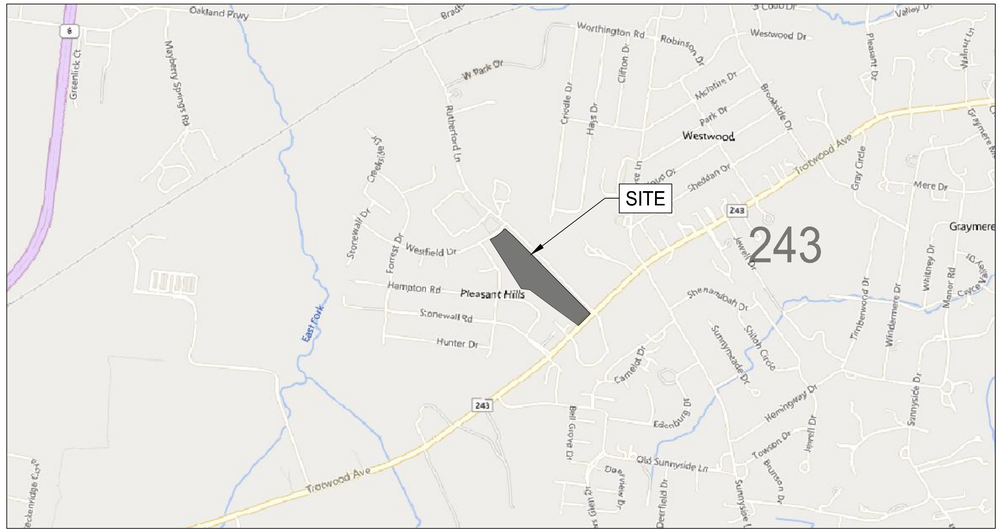
CONTACT: JAY FULMER
615-516-8477

LAND SURVEYOR
M2 GROUP, LLC
1881 GENERAL GEORGE PATTON DRIVE, SUITE 107
FRANKLIN, TENNESSEE 37067

CONTACT: STEPHEN VANDER HORST
931-623-8913

ARCHITECT
NEUHOFF TAYLOR ARCHITECTS, AIA
699 DALLAS ROAD
CHATTANOOGA, TN 37405

CONTACT: RANDALL TAYLOR
423-265-3272



VICINITY MAP
SCALE: 1"=1000'

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
SV-01	TOPOGRAPHIC SURVEY
C1.0	SITE LAYOUT PLAN
C2.0	SITE GRADING, DRAINAGE, & UTILITY PLAN
EP1.0	PHOTOMETRIC PLAN
A1	FLOOR PLAN
A1	FLOOR PLAN 2
A2	BUILDING ELEVATIONS
A2	BUILDING ELEVATIONS 2
L1.0	TREE PRESERVATION PLAN
L1.1	LANDSCAPE PLAN

SURVEY INFO
PROVIDED BY: M2 GROUP, LLC
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

ALBERT DAVID LUCAS III — REGISTERED ENGINEER — AGRICULTURE — No. 111995 — 12/15/2025 — STATE OF TENNESSEE

PUD MASTER PLAN FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401

DR.	DATE	DESCRIPTION
JAF	11/17/2025	PUD MASTER PLAN SUBMITTAL
JAF	12/15/2025	PUD MASTER PLAN RESUBMITTAL

COVER SHEET

C0.0

1421-01 MORNING POINTE

Monday, December 15, 2025
11:13 User:jay.fulmer Z:\Documents\1421-01 Cover Sheet.dwg

Xref: \XXXX-XX_24X36 Title_NCS.dwg

LEGAL DESCRIPTION (PER TITLE COMMITMENT)

THE LAND REFERRED TO HEREIN BELOW IN SITUATED IN THE COUNTY OF MAURY, STATE OF TENNESSEE, AND DESCRIBED AS FOLLOWS:

TRACT III:

PARCEL NO. 1:

BOUNDED ON THE NORTH BY L AND N RAILROAD AND RUTHERFORD LANE; EAST BY CRIDDLE MEADOWS SUBDIVISION AND DR. DAN GRAY; SOUTH BY MT. PLEASANT PIKE OR U.S. NO. 43 HIGHWAY, PLEASANT HILLS SUBDIVISION, J.A. MORGAN AND OTHERS; WEST BY RIDLEY BROTHERS. BEING OF RIDLEY BROTHERS TRACT AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT: THENCE WITH RIDLEY BROTHERS AND GENERALLY FOLLOWING A FENCE NORTH 5 DEGREES 16 MINUTES EAST, 1,127.65 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 87 DEGREES 32 MINUTES WEST, 946.15 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 0 DEGREES 50 MINUTES EAST, 359.97 FEET TO A SPIKE IN THE CENTER LINE OF L AND N RAILROAD; THENCE FOLLOWING A STAKED LINE WITH IRON PINS ALONG CENTER LINE OF L AND N RAILROAD AS FOLLOWS: NORTH 53 DEGREES 29 MINUTES EAST, 2,326.46 FEET, NORTH 56 DEGREES 09 MINUTES EAST, 352.0 FEET; NORTH 59 DEGREES 31 MINUTES EAST, 326.96 FEET; NORTH 62 DEGREES 32 MINUTES EAST, 264.30 FEET; NORTH 65 DEGREES 18 MINUTES 39 MINUTES EAST, 278.60 FEET; NORTH 67 DEGREES 39 MINUTES EAST, 221.60 FEET TO AN IRON PIN; THENCE LEAVING RAILROAD AND GENERALLY FOLLOWING A FENCE ALONG THE SOUTH MARGIN OF RUTHERFORD LANE SOUTH 87 DEGREES 27 MINUTES EAST, 916.74 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 86 DEGREES 19 MINUTES EAST, 149.18 FEET TO A STAKE; THENCE WITH THE WEST LINE OF CRIDDLE MEADOWS SUBDIVISION SOUTH 4 DEGREES 04 MINUTES WEST, 2,743.39 FEET TO AN IRON PIN; THENCE WITH THE SOUTH LINE OF CRIDDLE MEADOWS SUBDIVISION SOUTH 85 DEGREES 56 MINUTES EAST, 400.0 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 84 DEGREES 29 MINUTES EAST, 221.98 FEET TO AN IRON PIN; THENCE WITH DR. DAN GRAY SOUTH 13 DEGREES 46 MINUTES EAST, 24.80 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 55 DEGREES 24 MINUTES WEST, 95.22 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 42 DEGREES 15 MINUTES EAST, 93.35 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 24 DEGREES 43 MINUTES EAST, 99.95 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 55 DEGREES 50 MINUTES WEST, 178.04 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 39 DEGREES 27 MINUTES EAST, 820.80 FEET TO AN IRON PIN; THENCE WITH THE NORTH MARGIN OF MT. PLEASANT PIKE SOUTH 42 DEGREES 32 MINUTES WEST, 506.57 FEET TO AN IRON PIN; THENCE WITH J. A. MORGAN AND OTHERS NORTH 68 DEGREES 05 MINUTES WEST, 424.19 FEET TO AN IRON PIN; THENCE WITH SAME AND WITH PLEASANT HILLS SUBDIVISION NORTH 57 DEGREES 35 MINUTES WEST, 418.17 FEET TO AN IRON PIN; THENCE WITH PLEASANT HILLS SUBDIVISION NORTH 88 DEGREES 01 MINUTES WEST, 680.26 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 88 DEGREES 21 MINUTES WEST, 514.0 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 88 DEGREES 01 MINUTES WEST, 308.0 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 87 DEGREES 37 MINUTES WEST, 431.0 FEET TO AN IRON PIN; THENCE WITH PROPOSED PLEASANT HILLS SUBDIVISION, SECTION 4; AND J. A. MORGAN AND OTHERS NORTH 87 DEGREES 23 MINUTES WEST, 919.68 FEET TO AN IRON PIN; THENCE WITH J. A. MORGAN AND OTHERS NORTH 86 DEGREES 26 MINUTES WEST, 310.82 FEET TO THE POINT OF BEGINNING.

THERE IS A TVA POWER LINE HAVING A 250 RIGHT-OF-WAY ACROSS THE EAST PORTION OF THE ABOVE DESCRIBED TRACT. THERE IS A 100-FOOT CHARTERED RAILROAD RIGHT-OF- WAY ON THIS TRACT ALONG THE RAILROAD LINE.

PARCEL NO. 2:

BOUNDED ON THE NORTH BY RAYMOND MCMEEN AND TOM BURT; C. C. PINCKNEY; W. CLYDE BAKER AND RUTHERFORD LANE; EAST AND SOUTH BY L AND N RAILROAD AND WEST BY RIDLEY BROTHERS. BEGINNING AT AN IRON PIN IN MCMEEN AND BURT'S SOUTH LINE; SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE WITH MCMEEN AND BURT FARM, C. C. PINCKNEY AND W. CLYDE BAKER GENERALLY FOLLOWING A FENCE SOUTH 87 DEGREES 52 MINUTES EAST, 1079.03 FEET TO AN IRON PIN; THENCE WITH BAKER GENERALLY FOLLOWING A FENCE SOUTH 85 DEGREES 57 MINUTES EAST, 490.23 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 85 DEGREES 46 MINUTES EAST, 371.10 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 5 DEGREES 29 MINUTES EAST, 342.33 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 87 DEGREES 35 MINUTES EAST, 504.44 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 88 DEGREES 15 MINUTES EAST, 300.05 FEET TO AN IRON PIN; THENCE WITH THE SOUTH MARGIN OF RUTHERFORD LANE SOUTH 89 DEGREES 17 MINUTES EAST, 1,160.19 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 87 DEGREES 27 MINUTES EAST, 13.46 FEET TO AN IRON PIN IN CENTER LINE OF L AND N RAILROAD; THENCE WITH THE CENTER LINE OF L AND N RAILROAD FOLLOWING A STAKED LINE WITH IRON PINS AS FOLLOWS: SOUTH 67 DEGREES 39 MINUTES WEST, 221.60 FEET; SOUTH 65 DEGREES 18 MINUTES WEST, 278.60 FEET; SOUTH 62 DEGREES 32 MINUTES WEST, 264.30 FEET; SOUTH 59 DEGREES 31 MINUTES WEST, 326.96 FEET; SOUTH 56 DEGREES 09 MINUTES WEST, 252.0 FEET; SOUTH 53 DEGREES 29 MINUTES WEST, 2,305.30 FEET; THENCE LEAVING RAILROAD AND WITH RIDLEY BROTHERS GENERALLY FOLLOWING A FENCE AS FOLLOWS: NORTH 20 DEGREES 46 MINUTES WEST, 328.63 FEET TO AN IRON PIN; NORTH 32 DEGREES 52 MINUTES WEST, 326.42 FEET TO AN IRON PIN; NORTH 23 DEGREES 49 MINUTES WEST, 428.85 FEET TO AN IRON PIN; NORTH 17 DEGREES 02 MINUTES WEST, 922.55 FEET TO THE POINT OF BEGINNING, THERE IS A 100-FOOT CHARTERED RIGHT-OF-WAY ON THIS TRACT ALONG THE RAILROAD LINE.

TRACT IV:

LOCATED IN THE NINTH (9TH) CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE, NEAR THE INTERSECTION OF WEST PARK DRIVE AND THE L AND N RAILROAD. BOUNDED ON THE NORTH BY L AND N RAILROAD; EAST BY WEST PARK DRIVE; SOUTH AND WEST BY A. D. CRICHTON AND OTHERS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SPIKE IN THE CENTER OF L AND N RAILROAD, SAID POINT IS ALSO IN THE WEST MARGIN OF WEST PARK DRIVE, SAID POINT IS IN THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE WITH THE WEST MARGIN OF WEST PARK DRIVE SOUTH 34 DEGREES 10 MINUTES EAST, 517.77 FEET TO AN IRON PIN AT POINT OF CURVE; THENCE ON A CHORD TO A 5 DEGREES 11 MINUTES CURVE HAVING A CENTRAL ANGLE OF 22 DEGREES 09 MINUTES FEET SOUTH 30 DEGREES 56 MINUTES EAST, 125.0 FEET TO AN IRON PIN; THENCE WITH A. D. CRICHTON AND OTHERS SOUTH 53 DEGREES 29 MINUTES WEST, 644.71 FEET TO AN IRON PIN; THENCE WITH SAME NORTH 36 DEGREES 31 MINUTES WEST, 660.91 FEET TO A SPIKE IN THE CENTER OF L AND N RAILROAD; THENCE WITH L AND N RAILROAD NORTH 53 DEGREES 29 MINUTES EAST, 287.17 FEET TO A SPIKE; THENCE WITH SAME ON A CHORD TO A 1 DEGREES CURVE NORTH 56 DEGREES 04 MINUTES EAST 352.0 FEET TO A SPIKE; THENCE WITH SAME ON A CHORD TO CURVE NORTH 57 DEGREES 57 MINUTES EAST, 39.21 FEET TO THE POINT OF BEGINNING.

TRACT V:

THIS IS A TRACT OR PARCEL OF LAND LOCATED IN THE NINTH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE BOUNDED ON THE NORTH BY DON CRICHTON AND OTHERS; EAST BY PROPOSED NEW ROAD; SOUTH AND WEST BY DON CRICHTON AND OTHERS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE WEST MARGIN OF NEW PROPOSED ROAD AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING NORTH 48 DEGREES 53 MINUTES WEST, 1,473.45 FEET FROM THE NORTH MARGIN OF U. S. HIGHWAY NO. 43 OR MT. PLEASANT PIKE, SAID POINT IN NORTH MARGIN OF HIGHWAY IS SOUTH 41 DEGREES 57 MINUTES WEST, 236.16 FEET FROM THE MOST SOUTHERLY SOUTHWEST CORNER OF THE DON CRICHTON AND OTHERS FARM; THENCE WITH DON CRICHTON AND OTHERS SOUTH 56 DEGREES 07 MINUTES WEST, 255.0 FEET TO AN IRON PIN; THENCE WITH SAME, NORTH 48 DEGREES 53 MINUTES WEST, 175.0 FEET TO AN IRON PIN, THENCE WITH SAME NORTH 56 DEGREES 07 MINUTES EAST, 246.70 FEET TO AN IRON PIN; THENCE WITH THE WEST MARGIN OF THE NEW PROPOSED ROAD ON A 4 DEGREES 07 MINUTES CURVE HAVING A CENTRAL ANGLE OF 9 DEGREES 54 MINUTES A DISTANCE ON CURVE OF 149.30 FEET TO P.C. OF CURVE; THENCE WITH SAME ON A TANGENT SOUTH 48 DEGREES 53 MINUTES EAST, 28.0 FEET TO THE POINT OF BEGINNING.

TRACT VI:

ANY PORTION OF OLD RUTHERFORD LANE THAT BOUNDS SAID PROPERTY OWNED BY ANDREW D. CRICHTON, JOHN B. JEWELL, III, AND JAMES W. JEWELL, UP TO THE CENTERLINE OF SAID LANE.

FIRST PARTY ALSO QUITCLAIMS ANY AND ALL RIGHTS IN AND TO OLD RUTHERFORD LANE ACQUIRED BY VIRTUE OF THE FOREGOING DEED OR OTHERWISE.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED BY THE FOLLOWING; ALL OF RECORD IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.

1. ALL LOTS IN WESTFIELD SUBDIVISION, SECTIONS 1, 2,3, 4, AND 4A, WITH THE EXCEPTION OF LOT 114 WESTFIELD SUBDIVISION, SECTION 4 AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 8, PAGE 21, REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
2. DEED TO THE INDUSTRIAL DEVELOPMENT BOARD OF MAURY COUNTY, TENNESSEE IN BOOK 563, PAGE 204;
3. DEED TO MAURY COUNTY, TENNESSEE IN BOOK 591, PAGE 180;
4. DEED TO HERMAN L. LEWIS IN BOOK 607, PAGE 512;
5. DEED TO COLCO, INC., A TENNESSEE CORPORATION IN BOOK 655, PAGE 709;
6. DEED TO RICHARD A. BRICKNER AND WIFE, JUDITH BRICKNER, AS TENANTS IN THE ENTIRETY IN BOOK 675, PAGE 50;
7. DEED TO MAURY COUNTY, TENNESSEE IN BOOK 675, PAGE 354;
8. DEED TO GAITHER FRIERSON GARY IN BOOK 679, PAGE 508;
9. DEED TO STEVEN G. HALL IN BOOK 711, PAGE 531;
10. DEED TO MAURY COUNTY BOARD OF EDUCATION IN BOOK 803, PAGE 174;
11. DEED TO DAVID L. SCHWAB AND JOHN G. MITCHELL, AS EQUAL TENANTS IN COMMON IN BOOK 1114, PAGE 276;
12. DEED EUGENE L. HELLER IN BOOK 1145, PAGE 580; AND
13. DEED TO MAURY COUNTY, STATE OF TENNESSEE IN BOOK R2839, PAGE 368.

BEING PART OF THE SAME PROPERTY CONVEYED TO CBP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM CRICHTON WELTON PARTNERS, G.P., A TENNESSEE GENERAL PARTNERSHIP, OF RECORD IN BOOK R2895, PAGE 1276, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.

LEGAL DESCRIPTION (PER SURVEY)

LOCATED IN THE 9TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE, BEING A PORTION OF THE CBP, LLC PROPERTY, AS REFERENCED IN RECORD BOOK 2895, PAGE 829 OF THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE (ROMCT) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON REBAR (SET), ON THE EASTERLY RIGHT-OF-WAY LINE OF WESTFIELD DRIVE AND THE NORTHEASTERLY CORNER OF LOT 1, WESTFIELD ESTATES, SECTION 1 PROPERTY, PLAT BOOK 7, PAGE 34 (ROMCT), HAVING A TENNESSEE STATE PLANE COORDINATE VALUE OF NORTH: 460,158.17 US FEET, EAST: 1,640,747.93 US FEET (NAD83, 2011);

THENCE, WITH WESTFIELD DRIVE, THE FOLLOWING FOUR (4) CALLS:
1. NORTH 60° 15' 34" EAST 105.85 FEET TO AN IRON PIPE (FOUND);
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 282.23 FEET, AN ARC LENGTH OF 108.50 FEET, AND A CHORD BEARING OF NORTH 49° 15' 42" EAST 107.83 FEET TO AN IRON PIPE (FOUND);
3. NORTH 36° 46' 42" EAST 18.65 FEET TO AN IRON PIPE (FOUND);
4. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 42.59 FEET, AND A CHORD BEARING OF NORTH 80° 41' 30" EAST 37.63 FEET TO AN IRON PIPE (FOUND) IN THE WESTERLY RIGHT-OF-WAY OF RUTHERFORD LANE;

THENCE, WITH RUTHERFORD LANE, THE FOLLOWING TWO (2) CALLS:
1. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1392.39 FEET, AN ARC LENGTH OF 157.80 FEET, AND A CHORD BEARING OF SOUTH 47° 58' 28" EAST 157.71 FEET TO AN IRON REBAR (SET);
2. SOUTH 44° 43' 40" EAST 834.17 FEET TO AN IRON REBAR (SET) BEING IN THE CENTERLINE OF A 150' TVA EASEMENT;

THENCE, SEVERING CBP, LLC, SOUTH 08° 07' 07" WEST 383.66 FEET TO AN IRON PIPE (FOUND) BEING THE NORTHEAST CORNER OF THE ALPHEUS S. WEIDNER III PROPERTY, RECORD BOOK 2482, PAGE 1271 (ROMCT);

THENCE, WITH WEIDNER AND THE NORTHERLY LINE OF PLEASANT HILLS, SECTION 1, PLAT BOOK 4, PAGE 63 (ROMCT), THE FOLLOWING TWO (2) CALLS:
1. NORTH 53° 16' 46" WEST 395.79 FEET TO AN IRON REBAR (FOUND);
2. NORTH 83° 51' 15" WEST 118.06 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID WESTFIELD ESTATES, SECTION 1;

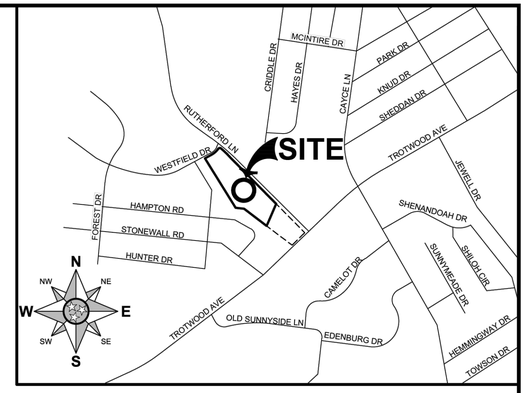
THENCE WITH WESTFIELD ESTATES, NORTH 32° 33 34" WEST 812.55 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 9.13 ACRES, MORE OR LESS.

GENERAL NOTES:

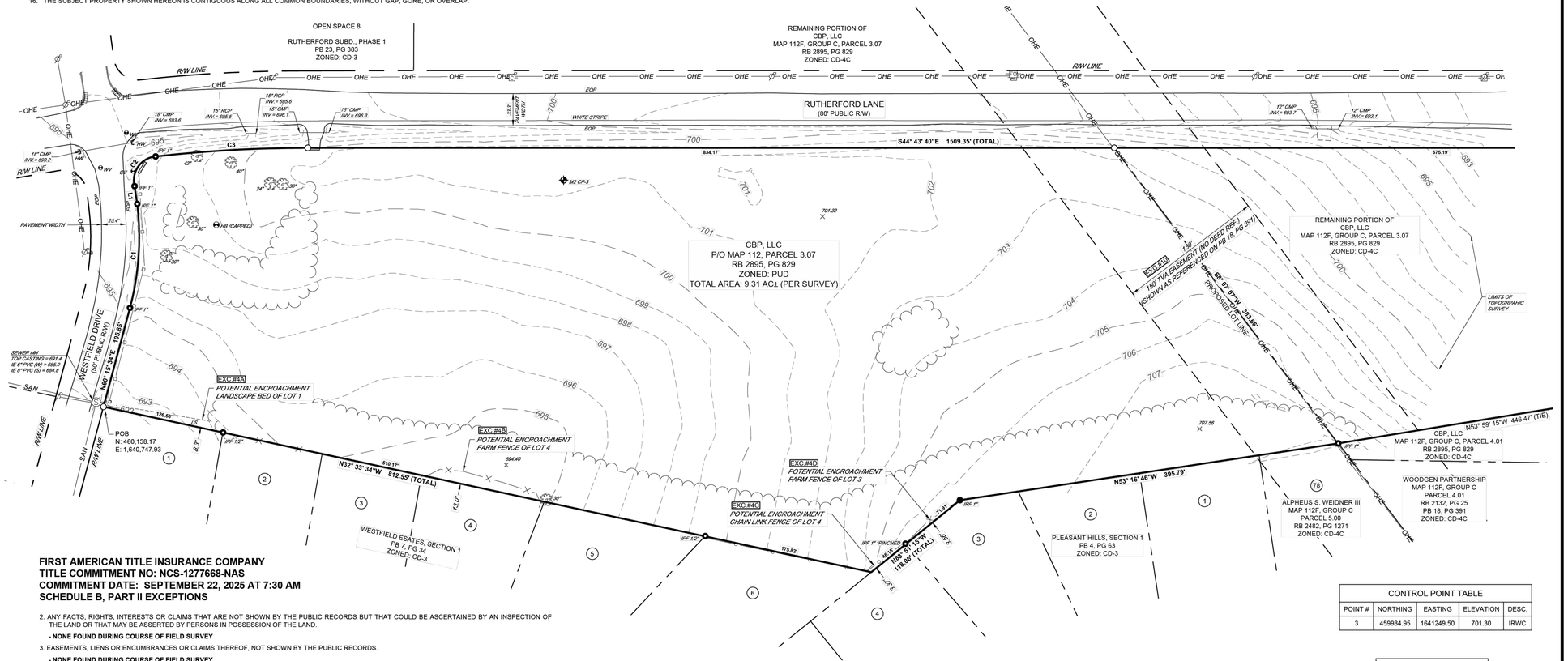
1. BEARINGS ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83, 2011).
2. ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88, GEOID 18). CONTOURS ARE SHOWN AT 1-FOOT INTERVALS.
3. THE PROPERTY SHOWN HEREON IS THE SAME PROPERTY AS REFERENCED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. NAS-1277668-NAS.
4. THE FIELD SURVEY WAS COMPLETED ON SEPTEMBER 11, 2025.
5. THIS SURVEY WAS PREPARED USING THE TITLE COMMITMENT, AS REFERENCED HEREON, ALONG WITH CURRENT DEEDS AND PLATS OF RECORD.
6. ALL DEED BOOK AND PLAT REFERENCES PERTAIN TO THE REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE.
7. ADJOINING PROPERTY LINES SHOWN WERE PLOTTED FROM INFORMATION TAKEN FROM EITHER DEED DESCRIPTION, RECORD PLATS, OR TAX MAPS.
8. PROPERTY CORNERS SET THIS SURVEY ARE 18" #4 REBAR WITH ORANGE PLASTIC CAP STAMPED "M2 GROUP", 18" #5 REBAR WITH YELLOW PLASTIC CAP STAMPED "M2 GROUP, LLC", OR PK NAIL WITH STAINLESS STEEL WASHER STAMPED "M2 GROUP, LLC", UNLESS NOTED OTHERWISE.
9. UTILITIES SHOWN HEREON WERE COMPILED FROM VISIBLE STRUCTURES AT THE SITE, INFORMATION FROM PLANS, AND PHYSICAL MARKINGS AND COMBINED TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THIS SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. VERIFICATION OF EXISTENCE, LOCATIONS, AND DEPTH SHOULD BE MADE BEFORE CONDUCTING ANY EXCAVATION IN THE VICINITY OF THE UTILITY.
10. THE PROPERTY SHOWN HEREON IS LOCATED IN A FLOOD HAZARD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO F.I.R.M. MAP "MAURY COUNTY, TENNESSEE" PANEL 280 OF 440, MAP NUMBER 47119C0280E, EFFECTIVE APRIL 16, 2007.
11. THE SUBJECT PROPERTY IS CURRENTLY ZONED "PUD" (PLANNED UNIT DEVELOPMENT) , BASED ON THE OFFICIAL ZONING MAP FOR CITY OF COLUMBIA, TENNESSEE. A CURRENT ZONING REPORT AND/OR ZONING LETTER HAS NOT BEEN PROVIDED TO THE SURVEYOR. THE MINIMUM BUILDING SETBACK REQUIREMENTS FOR "PUD" ZONING SHOULD BE CONFIRMED WITH THE CONTROLLING JURISDICTION.
13. THE SUBJECT PROPERTY HAS DIRECT AND CONTIGUOUS ACCESS TO RUTHERFORD LANE, A 80-FOOT PUBLIC RIGHT-OF-WAY, TROTWOOD AVENUE, A 60-FOOT PUBLIC RIGHT-OF-WAY, AND WESTFIELD DRIVE, A 50-FOOT PUBLIC RIGHT-OF-WAY.
14. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED DURING THE COURSE OF FIELD SURVEY.
15. NO EVIDENCE OF PROPOSED CHANGES IN THE STREET RIGHT OF WAY LINES, OR OF RECENT STREET OR SIDEWALK CONSTRUCTION, OR REPAIRS, WAS OBSERVED DURING THE COURSE OF FIELD SURVEY.
16. THE SUBJECT PROPERTY SHOWN HEREON IS CONTIGUOUS ALONG ALL COMMON BOUNDARIES, WITHOUT GAP, GORE, OR OVERLAP.

LEGEND:

EXISTING PROPERTY LINE		HB	HOSE BIB
EXISTING RIGHT-OF-WAY			SANITARY SEWER MANHOLE
EXISTING ADJACENT PROPERTY LINE			CURB INLET
EXISTING EASEMENT			INLET (SQUARE)
MINIMUM BUILDING SETBACK LINE	MBSL	GV	GAS BOX (GAS VALVE)
EXISTING INDEX CONTOUR	700		HIGH TENSION TOWER
EXISTING INTERMEDIATE CONTOUR			POWER POLE
EXISTING FARM FENCE			GUY WIRE
EXISTING WOOD FENCE			TRAFFIC PULL BOX
EXISTING CHAIN-LINK FENCE			COMMUNICATION PEDESTAL
EXISTING SANITARY SEWER LINE	SAN		FIBER OPTIC PULL BOX
EXISTING WATER LINE	W		TREE, DECIDUOUS
EXISTING OVERHEAD ELECTRIC	OHE	700.00	EXISTING SPOT ELEVATION
EXISTING TREELINE		(POI)	POINT OF INSERTION
IRON REBAR FOUND (IRF)		HW	HEADWALL
IRON PIPE FOUND (IPF)		LS	LANDSCAPE BED
IRON REBAR SET W/CAP (IRS)		EOP	EDGE OF PAVEMENT
BENCHMARK / SURVEY CONTROL		1	LOT NUMBER
WATER VALVE	WV	EXC. #3	SCHEDULE B PART II EXCEPTION
FIRE HYDRANT			



VICINITY MAP
SCALE: 1"=1000'



FIRST AMERICAN TITLE INSURANCE COMPANY
TITLE COMMITMENT NO: NCS-1277668-NAS
COMMITMENT DATE: SEPTEMBER 22, 2025 AT 7:30 AM
SCHEDULE B, PART II EXCEPTIONS

2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND.
   - NONE FOUND DURING COURSE OF FIELD SURVEY
3. EASEMENTS, LIENS OR ENCUMBRANCES OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
   - NONE FOUND DURING COURSE OF FIELD SURVEY
4. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS.
   (A) - ENCROACHMENT OF LANDSCAPE BED FROM LOT 1, WESTFIELD ESTATES, SECT. 1, AS SHOWN AND NOTED HEREON
   (B) - ENCROACHMENT OF FARM FENCE FROM LOT 4, WESTFIELD ESTATES, SECT. 1, AS SHOWN AND NOTED HEREON
   (C) - ENCROACHMENT OF CHAIN LINK FENCE FROM LOT 4, PLEASANT HILLS, SECT. 1, AS SHOWN AND NOTED HEREON
   (D) - ENCROACHMENT OF FARM FENCE FROM LOT 3, PLEASANT HILLS, SECT. 1, AS SHOWN AND NOTED HEREON
10. ALL MATTERS SHOWN ON PLAT(S) OF RECORD IN BOOK 8, PAGE 21; PLAT BOOK P18, PAGE 379; AND PLAT BOOK P23, PAGE 348, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - PLAT BOOK 8, PAGE 21 AND PLAT BOOK 23, PAGE 348, DO NOT AFFECT THE SUBJECT PROPERTY
   - PLAT BOOK 18, PAGE 379, REFERENCES A 150' TVA OVERHEAD POWER LINE EASEMENT THAT DOES AFFECT THE SUBJECT PROPERTY AS SHOWN AND NOTED HEREON
   - PLAT BOOK 18, PAGE 391, IS NOT LISTED IN EXCEPTION ABOVE, BUT DOES REFERENCE SAME 150' TVA OVERHEAD POWER LINE EASEMENT THAT DOES AFFECT THE SUBJECT PROPERTY AS SHOWN AND NOTED HEREON
11. RIGHT OF WAY AND LIFE ESTATE CONTAINED IN DEED OF RECORDED IN BOOK 595, PAGE 486, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - DOES NOT AFFECT THE SUBJECT PROPERTY
12. TERMS AND PROVISIONS OF RIGHT OF WAY OR EASEMENT, BY AND BETWEEN THOMAS J. BURT AND RAYMOND MCMEEN AND CITY OF COLUMBIA, TENNESSEE, A MUNICIPAL CORPORATION, OF RECORD IN BOOK 609, PAGE 309, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - DOES NOT AFFECT THE SUBJECT PROPERTY
13. TERMS AND PROVISIONS OF RIGHT-OF-WAY OR EASEMENT, BY AND BETWEEN ANDREW DON CRICHTON, JAMES W. JEWELL AND JOHN B. JEWELL, III AND CITY OF COLUMBIA, ITS SUCCESSORS AND ASSIGNS, OF RECORD IN BOOK R1924, PAGE 1092, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - DOES NOT AFFECT THE SUBJECT PROPERTY
15. TERMS AND PROVISIONS OF GRADING AND CONSTRUCTION EASEMENT AGREEMENT, BY AND BETWEEN WELTON INVESTMENTS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY AND COLUMBIA RETAIL PARTNERS, A TENNESSEE GENERAL PARTNERSHIP, OF RECORD IN BOOK R2113, PAGE 557, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - DOES NOT AFFECT THE SUBJECT PROPERTY
17. TERMS AND PROVISIONS OF SANITARY SEWER EASEMENT, BY AND BETWEEN CBP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY AND CITY OF COLUMBIA, STATE OF TENNESSEE, ITS SUCCESSORS AND ASSIGNS, OF RECORD IN BOOK R2931, PAGE 1096, IN THE REGISTER'S OFFICE OF MAURY COUNTY, TENNESSEE.
   - DOES NOT AFFECT THE SUBJECT PROPERTY
20. RIGHTS OF THE RAILROAD COMPANY TO EXPAND ITS RIGHT OF WAY TO ITS FULL CHARTER WIDTH.
   - DOES NOT AFFECT THE SUBJECT PROPERTY

CONTROL POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESC.
3	459984.95	1641249.50	701.30	IRWC

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	18.65	N36° 46' 42"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BRNG	CHORD LENGTH
C1	108.50	282.23	N49° 15' 42"E	107.83
C2	42.59	25.00	N80° 41' 30"E	37.63
C3	157.80	1392.39	S47° 58' 28"E	157.71

GPS SURVEY DATA INFORMATION:

- TYPE OF GPS SURVEY: RTK
- POSITIONAL ACCURACY: 0.07 FEET
- DATUM/EPOCH: NAD83 (2011) EPOCH 2010.00
- PUBLISHED/FIXED CONTROL USED: TGRN
- GEOID MODEL: GEOID 18
- COMBINED GRID SCALE FACTOR: 0.9999285106
- UNITS: (US FEET)(GRID)

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS TRUE AND ACCURATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF. THE SURVEY SHOWN HEREON REPRESENTS A CATEGORY I SURVEY, HAVING A LINEAR ERROR OF CLOSURE WHICH IS EQUAL TO OR LESS THAN 1 FOOT PER 10,000 FEET OF LAND (1:10,000). THIS SURVEY WAS MADE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.

STEPHEN VANDERHORST
REGISTERED LAND SURVEYOR
11/4/25
TENNESSEE NO. 2041

60' 0 60' 120'
GRAPHIC SCALE

REVISION #	DATE	DESCRIPTION

BOUNDARY & TOPOGRAPHIC SURVEY
P/O MAP 112, PARCEL 3.07
RUTHERFORD LANE
CITY OF COLUMBIA
9TH CIVIL DISTRICT
MAURY COUNTY, TENNESSEE

M2 GROUP
P.O. BOX 2543
BRENTWOOD, TN 37024-2543
615-656-0257 / M2GROUPLLC.COM

DATE :	OCTOBER 22, 2025	DRAWN BY :	PMK
PROJECT NUMBER :	25-215	CHECKED BY :	EDC
		SHEET NUMBER:	SV-01

25-215_RUTHERFORD LN_SV.DWG | Monday, November 17, 2025 10:47:37 AM

Know what's below. Call before you dig.

DEVIATIONS FROM STANDARDS:

TABLE 4.3.1-M
- FRONTAGE BUILDOUT FOR BUILDING 2 IS 54.1%
- ALL WINDOWS AND/OR DOORS ARE NOT SPACED <20' APART
- MAXIMUM BUILDING SITE WIDTH OF 180' IS EXCEEDED
  - BUILDING 1: 612' (SINGLE BUILDING SITE)
  - BUILDING 2: 465' (SINGLE BUILDING SITE)

TABLE 4.3.12.B
- PARKING: EXCEEDS 150% OF MINIMUM PARKING REQUESTED (63 ADDITIONAL SPACES REQUESTED TO ACCOMODATE STAFFING OVERLAP DURING SHIFT CHANGE)

TRAFFIC IMPACT:

PER THE 12TH GENERATION OF THE TRIP GENERATION MANUAL, THIS PROJECT CLASSIFIED AS LAND USE CODE 254 (ASSISTED LIVING) WITH 151 BEDS WILL CREATE 29 AM PEAK HOUR TRIPS AND 36 PM PEAK HOUR TRIPS.

FRONTAGE CALCULATION:

BUILDING 1	
OVERALL FRONTAGE:	601'
(INCLUDES TVA EASEMENT)	
BUILDING WITHIN BUILD TO ZONE:	269'
STREET SCREEN PROVIDED:	86'
TOTAL FRONTAGE LENGTH:	355'
TOTAL PERCENTAGE PROVIDED:	61.6%
TOTAL PERCENTAGE REQUIRED:	60%
BUILDING 2	
OVERALL FRONTAGE:	453'
BUILDING WITHIN BUILD TO ZONE:	102'
STREET SCREEN PROVIDED:	143'
TOTAL FRONTAGE LENGTH:	245'
TOTAL PERCENTAGE PROVIDED:	54.1%
TOTAL PERCENTAGE REQUIRED:	60%

SITE DATA:

ADDRESS:	RUTHERFORD LANE @ WESTFIELD DRIVE COLUMBIA, TN 38401
PARCEL ID:	112 00307 000
PARCEL ACREAGE:	9.42 AC.
ZONING DISTRICT:	PUD
EXISTING USE:	VACANT
PROPOSED USE:	ASSISTED LIVING FACILITY
TOTAL BUILDING FOOTPRINT:	111,000 SF
BUILDING HEIGHT	28' MAX.
FEMA MAP:	ZONE X, MAP 47119C0280E, DATED 4/16/2007
REQUIRED PARKING RATIO:	1 SPACE / 3 BEDS
PARKING REQUIRED:	151 BEDS * (1 SPACE / 3 BEDS) = 51 SPACES
PARKING PROVIDED:	140 TOTAL SPACES
ADA SPACES:	8 ADA SPACES
PHASING:	PHASE I - BUILDING 1 (2026-2027) PHASE II - BUILDING 2 (2027-2028)

OPEN SPACE 8

RUTHERFORD SUBD., PHASE 1
PB 23, PG 383
ZONED: CD-3

REMAINING PORTION OF
CBP, LLC
MAP 112F, GROUP C, PARCEL 3.07
RB 2895, PG 829
ZONED: CD-4C

RUTHERFORD LANE
(80' PUBLIC R/W)

WESTFIELD DRIVE
(50' PUBLIC R/W)

BUILDING 2
FFE=701±

BUILDING 1
FFE=703±

EXISTING SUBDIVISION SIGN AND FENCE
PRIMARY ENTRANCE IN FIRST LAYER
453' OF FRONTAGE
PROPOSED CURB & GUTTER, GRASS STRIP, AND SIDEWALK.
MONUMENT SIGN (SEE ELEVATIONS)
576' OF FRONTAGE
S44° 43' 40"E 1509.35' (TOTAL)
20' BUILD TO ZONE
2ND LAYER
3RD LAYER
6 STAIR RISERS & HANDRAILS.
2 STAIR RISERS
8 STAIR RISERS & HANDRAILS.
4 STAIR RISERS & HANDRAILS
NO PARKING SPACE WITHIN THE 2ND LAYER (TYP)
ALL LANDSCAPE ISLANDS TO BE 9' IN WIDTH FROM BACK OF CURB
PROPOSED PROPERTY LINE TO BE INCORPORATED INTO FULL TRACT.
10' SETBACK
DUMPSTER ENCLOSURE
150' FIRE PATH
FIRE TRUCK AND TRASH TRUCK ACCESS DRIVE.
EXISTING TREE CANOPY TO REMAIN AND ACT AS BUFFER FOR RESIDENTIAL PROPERTIES.
50' BUFFER
N00° 15' 24"E 105.85'
126.56'
N32° 33' 34"W 812.55' (TOTAL)
510.17'
175.82'
N53° 16' 46"W 395.79'
N83° 51' 15"W 118.06' (TOTAL)
71.91'
IPF 1" "PINCHED"
46.18'
IPF 1/2"
IPF 1"
R/W LINE
EOP
WHITE STRIPE
M2 CP-3
M2 CP-4
P-2

1 CAMPBELL BENNIE J LIVING TRUST
2 WINCHESTER LARRY F
3 BURKE TINA M ETVIR JEFFREY A
WESTFIELD ESATES, SECTION 1 PB 7, PG 34 ZONED: CD-3
4 MOLINE JANINE B
5 PRATT BRYANT
3 GLOVER FRANCIS EUGENE ETUX BRENDA DALE
2 SPENCER DONALD J ETUX JENNIFER GAIL
1 EDWARDS PAMELA J ETVIR WILLIAM T
78 WEIDNER AL ETUX J
PLEASANT HILLS, SECTION 1

0 20 40.0001 80.0002 120.0002
SCALE: 1" = 40'

SURVEY INFO
PROVIDED BY: M2 GROUP, LLC
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

JUSTIN ALBERT FULMER
REGISTERED ENGINEER
No. 119998
STATE OF TENNESSEE
12/10/2025

PUD MASTER PLAN FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401

DR.	DATE	DESCRIPTION
JAF	11/17/2025	PUD MASTER PLAN SUBMITTAL
JAF	12/15/2025	PUD MASTER PLAN RESUBMITTAL

CONCEPTUAL SITE PLAN

1.1

1421-01 MORNING POINTE

Plotted: December 15, 2025
By: Justin Fulmer (jfulmer@fulmerlucas.com)
N:\1421 Morning Pointe\2 Documents\2 - Civil\Sheets\1421-01 Site Layout Plan.dwg

811 Know what's below. Call before you dig.

LEGEND

DW	DOMESTIC WATER SERVICE		ELECTRIC/COMMUNICATION POLE
G	GAS SERVICE	XXX.XX / XXX.XX	TOP OF CURB SPOT ELEVATION / BOTTOM OF CURB SPOT ELEVATION
SAN	SANITARY SEWER SERVICE		
OH-E	OVERHEAD ELECTRIC SERVICE	TW:XXX.XX / BW:XXX.XX	RETAINING WALL TOP OF WALL / FINISHED GRADE AT BOTTOM OF WALL
OH-T	OVERHEAD TELEPHONE SERVICE		
UD	PERVIOUS PAVEMENT UNDERDRAIN		
RD	ROOF DRAIN TRUNK LINE	XXX.XX (MEFG)	MEET EXISTING GRADE
	STORM PIPE (SEE PLANS FOR MATERIAL)		
562	EXISTING CONTOUR	XXX.XX	SPOT ELEVATION
562	PROPOSED CONTOUR		
	DRIVEWAY CENTERLINE	XXX.XX	EXISTING SPOT ELEVATION
	PROPERTY LINE		
S	SANITARY SEWER MANHOLE	XXX.XX (F)	FLUSH SPOT ELEVATION
ST	STORM SEWER MANHOLE		
	CURB INLET		
	CATCH BASIN		DIVERSION DITCH
	NYLOPLAST DRAIN BASIN		

OPEN SPACE 8

RUTHERFORD SUBD., PHASE 1
PB 23, PG 383
ZONED: CD-3

REMAINING PORTION OF
CBP, LLC
MAP 112F, GROUP C, PARCEL 3.07
RB 2895, PG 829
ZONED: CD-4C

RUTHERFORD LANE
(80' PUBLIC R/W)

WESTFIELD DRIVE
(50' PUBLIC R/W)

FIRE HYDRANT
8"Ø WATER TAP
1"Ø IRRIGATION SERVICE
4"Ø DOMESTIC WATER SERVICE
8"Ø FIRE LINE
FDC
6"Ø SANITARY SEWER SERVICE
SANITARY SEWER MANHOLE (TYP.)
EXISTING FIRE HYDRANT

SURFACE PONDS SHALL BE USED TO MEET CITY STORMWATER REGULATION FOR SITE BASIN DRAINING WEST. FULL DRAINAGE CALCULATIONS SHALL BE PROVIDED DURING LAND DISTURBANCE PLAN REVIEW.

1 CONNECT TO EXISTING SEWER MANHOLE AND EXTEND PUBLIC SEWER MAIN.

UNDERGROUND DETENTION SYSTEM & GRAVEL LEVEL SPREADER SHALL BE USED TO MEET CITY STORMWATER REGULATION FOR SITE BASIN DRAINING SOUTHWEST. FULL DRAINAGE CALCULATIONS SHALL BE PROVIDED DURING LAND DISTURBANCE PLAN REVIEW.

PERVIOUS PAVER PARKING LOT SHALL BE USED TO MEET CITY STORMWATER REGULATION FOR SITE BASIN DRAINING NORTHEAST. FULL DRAINAGE CALCULATIONS SHALL BE PROVIDED DURING LAND DISTURBANCE PLAN REVIEW.

POTENTIAL ENCROACHMENT FARM FENCE OF LOT 3
POTENTIAL ENCROACHMENT CHAIN LINK FENCE OF LOT 4

S44° 43' 40"E 1509.35' (TOTAL)
N32° 33' 34"W 812.55' (TOTAL)
N53° 16' 46"W 395.79'
S83° 51' 15"W 118.06' (TOTAL)
S8° 07' 07"W 393.66' PROPOSED LOT LINE

1 CAMPBELL JOSEPH LIVINGSTON
2 WINCHESTER LARRY F
3 BURKE TINA M ETVIR JEFFREY A
MOLINE JANINE B
WESTFIELD ESATES, SECTION 1 PB 7, PG 34 ZONED: CD-3
5 PRATT BRYANT
1 EDWARDS PAMELA J ETVIR WILLIAM T
2 SPENCER DONALD J ETUX JENNIFER GAIL
3 GLOVER FRANCIS EUGENE ETUX BRENDA DALE
PLEASANT HILL SECTION 1

0 10 20 40 60
SCALE: 1"=40'

SURVEY INFO
PROVIDED BY: M2 GROUP, LLC
DATUM: TENNESSEE STATE PLANE (NAD83 & NAVD 88)

FULMER LUCAS
2002 RICHARD JONES RD - SUITE B200
NASHVILLE, TENNESSEE 37215
INFO@FULMERLUCAS.COM - (615) 345-3770

ALBERT E. LUCAS III REGISTERED ENGINEER 23 AGRICULTURE 12/15/2025 No. 111995 STATE OF TENNESSEE

PUD MASTER PLAN FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401

DR.	DATE	DESCRIPTION
JAF	11/17/2025	PUD MASTER PLAN SUBMITTAL
JAF	12/15/2025	PUD MASTER PLAN RESUBMITTAL

SITE GRADING, DRAINAGE, & UTILITY PLAN

C2.0

1421-01 MORNING POINTE

Monday, December 15, 2025
M:\1421 Morning Pointe\2 Construction\2 - CivilSheets\1421-01 Site Grading Plan.dwg

Xref: \XXXX-XX_24X36 Title_NCS.dwg

pmc Consulting Engineers
www.powermgmt.com
PROJECT NO. 25097
MIM / MIM

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
DRIVE 2	◇	4.0 fc	12.5 fc	0.9 fc	13.9:1	4.4:1
DRIVE 3	◇	1.1 fc	3.1 fc	0.1 fc	31.0:1	11.0:1
PARKING 1	+	2.3 fc	5.5 fc	1.0 fc	5.5:1	2.3:1
PARKING 2	+	3.1 fc	9.2 fc	1.0 fc	9.2:1	3.1:1
PARKING 3	+	4.8 fc	12.3 fc	1.3 fc	9.5:1	3.7:1
PARKING 4	+	3.6 fc	9.7 fc	1.0 fc	9.7:1	3.6:1
PROPERTY LINE	×	0.0 fc	0.2 fc	0.0 fc	N/A	N/A
DRIVE 1	◇	1.6 fc	6.4 fc	0.1 fc	64.0:1	16.0:1

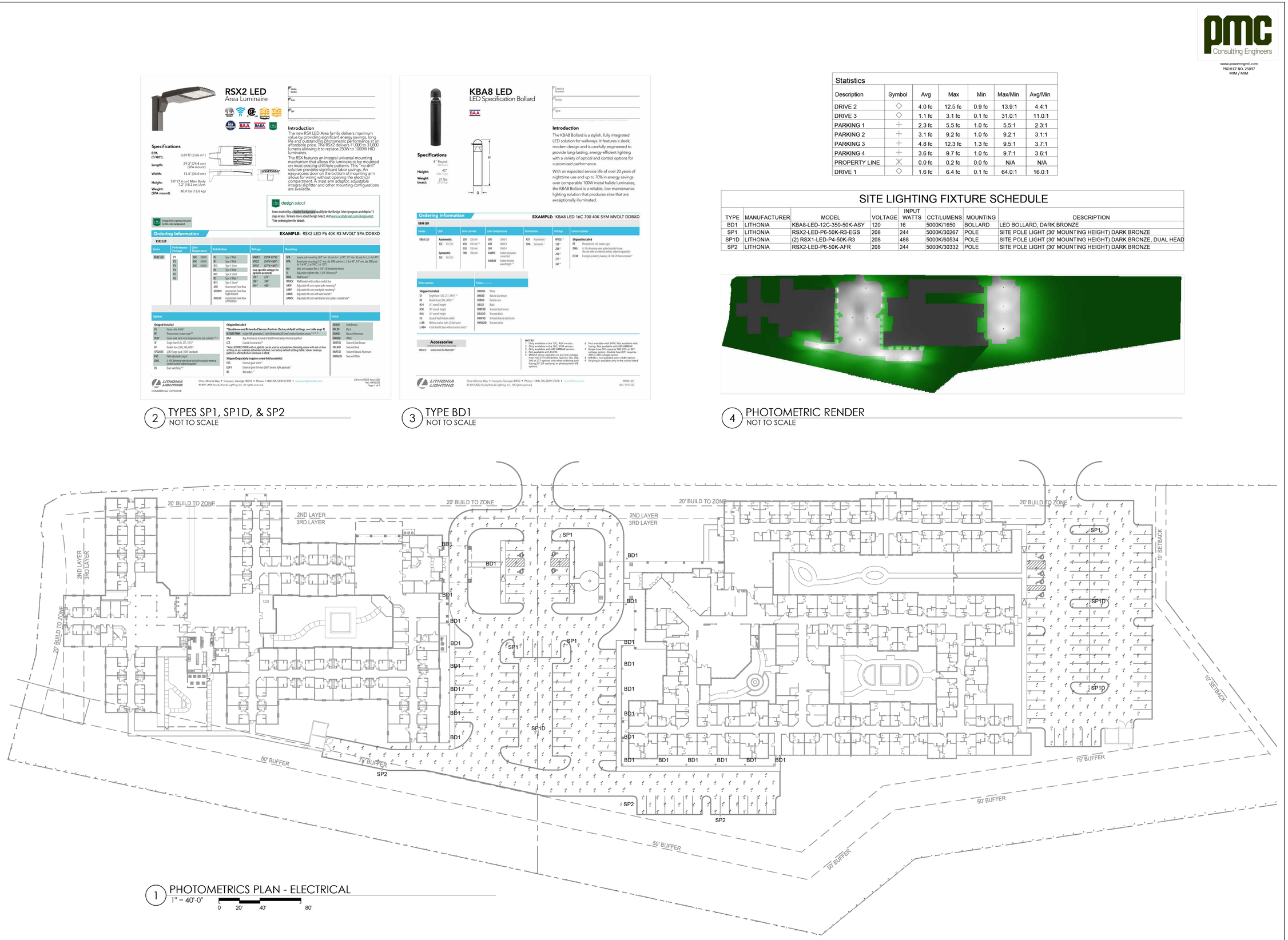
SITE LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	MODEL	VOLTAGE	INPUT WATTS	CCT/LUMENS	MOUNTING	DESCRIPTION
BD1	LITHONIA	KBA8-LED-12C-350-50K-ASY	120	16	5000K/1650	BOLLARD	LED BOLLARD, DARK BRONZE
SP1	LITHONIA	RSX2-LED-P6-50K-R3-EGS	208	244	5000K/30267	POLE	SITE POLE LIGHT (30' MOUNTING HEIGHT) DARK BRONZE
SP1D	LITHONIA	(2) RSX1-LED-P4-50K-R3	208	488	5000K/60534	POLE	SITE POLE LIGHT (30' MOUNTING HEIGHT) DARK BRONZE, DUAL HEAD
SP2	LITHONIA	RSX2-LED-P6-50K-AFR	208	244	5000K/30332	POLE	SITE POLE LIGHT (30' MOUNTING HEIGHT) DARK BRONZE

4 PHOTOMETRIC RENDER
NOT TO SCALE

2 TYPES SP1, SP1D, & SP2
NOT TO SCALE

3 TYPE BD1
NOT TO SCALE



1 PHOTOMETRICS PLAN - ELECTRICAL
1" = 40'-0"
0 20' 40' 80'

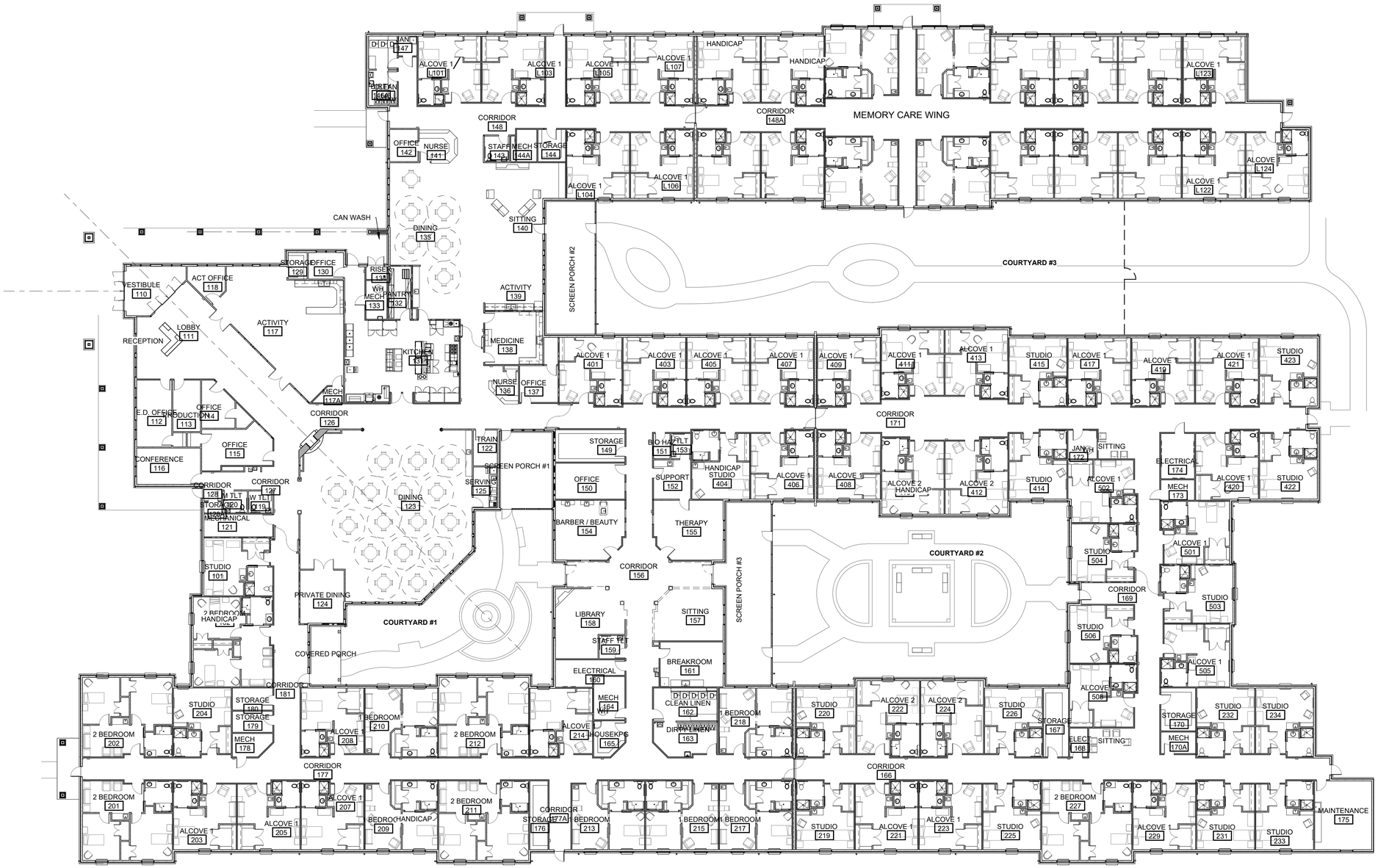
699 DALLAS ROAD
CHATTANOOGA, TN 37405
(423) 265-3272
FAX (423)266-5502
NEUHOFF TAYLOR ARCHITECTS

REVISIONS

SITE DEVELOPMENT PLANS FOR
MORNING POINTE
RUTHERFORD LANE
COLUMBIA, TENNESSEE

MATTHEW IAN MCDANIEL
REGISTERED ENGINEER
11/17/2025
STATE OF TENNESSEE

PROJECT #
25047
DATE
11-17-25
DRAWING NAME
PHOTOMETRICS PLAN - ELECTRICAL
SHEET #
EP1.0



1 FLOOR PLAN
1/16" = 1'-0"

REVISIONS

699 DALLAS ROAD
CHATTANOOGA, TN 37405
(423) 265-3272
FAX (423)266-5502

NEUHOFF TAYLOR ARCHITECTS

MORNING POINTE OF COLUMBIA
ASSISTED LIVING AND MEMORY CARE FACILITY
RUTHERFORD LANE
COLUMBIA, TENNESSEE

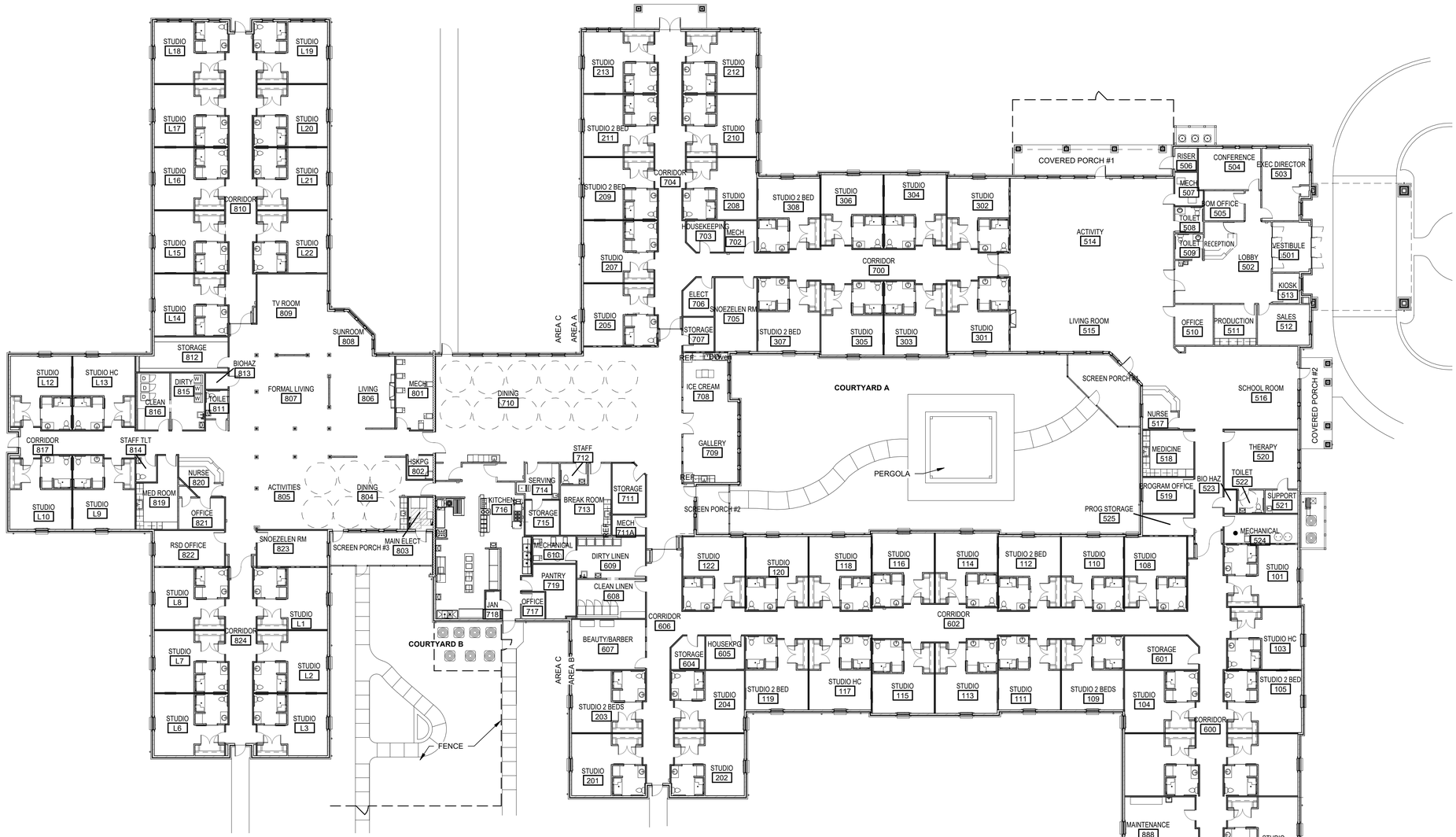
RANDALL P. TAYLOR REGISTERED ARCHITECT No. 19002 STATE OF TENNESSEE

PROJECT #
25049

DATE
12-15-25

DRAWING NAME
FLOOR PLAN

SHEET #
A1



1 FLOOR PLAN
1/16" = 1'-0"

REVISIONS

699 DALLAS ROAD
CHATTANOOGA, TN 37405
(423) 265-3272
FAX (423)266-5502

NEUHOFF TAYLOR ARCHITECTS

THE LANTERN AT MORNING POINTE
ALZHEIMER'S CENTER OF EXCELLENCE COLUMBIA

RUTHERFORD LANE
COLUMBIA, TN

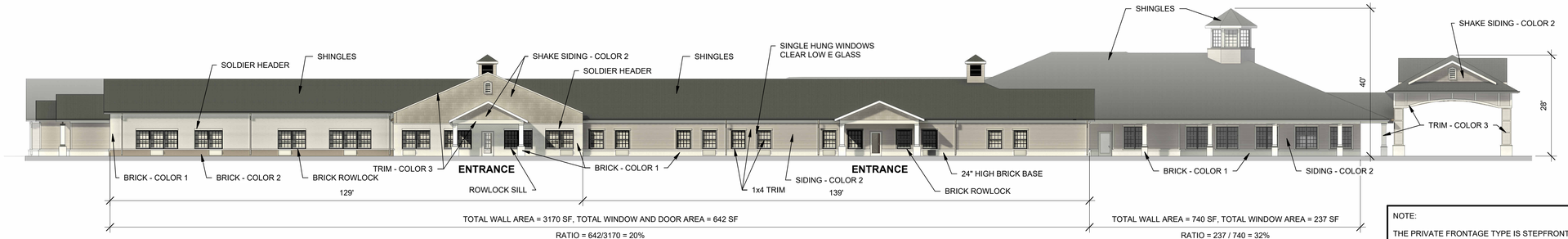
RANDALL P. TAYLOR REGISTERED ARCHITECT STATE OF TENNESSEE NO. 16071

PROJECT #
25048

DATE
12-15-25

DRAWING NAME
FLOOR PLAN

SHEET #
A1



2 NORTH (FRONTAGE) ELEVATION
1/16" = 1'-0"

NOTE:

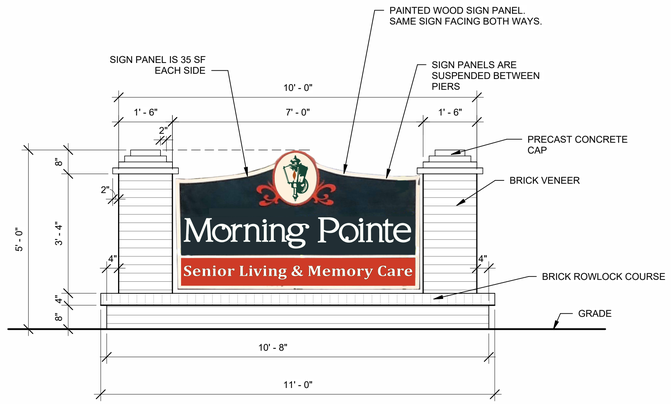
THE PRIVATE FRONTAGE TYPE IS STEPFRONT. A STEP AT THE ENTRANCE DOOR WIL NOT BE PROVIDED TO COMPLY THE THE BUILDING CODE REQUIREMENT FOR A LEVEL EGRESS.

ALL ROOF SLOPES TO BE BETWEEN 6:12 AND 14:12.

ALL CEILING HEIGHTS WILL BE LESS THAN 25 FEET.



1 SOUTH ELEVATION
1/16" = 1'-0"



5 MORNING POINTE SIGN
1/2" = 1'-0"



3 WEST ELEVATION
1/16" = 1'-0"



4 EAST ELEVATION
1/16" = 1'-0"

REVISIONS

699 DALLAS ROAD
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FAX (423)266-5502

NEUHOFF TAYLOR ARCHITECTS

MORNING POINTE OF COLUMBIA
ASSISTED LIVING AND MEMORY CARE FACILITY
RUTHERFORD LANE
COLUMBIA, TENNESSEE

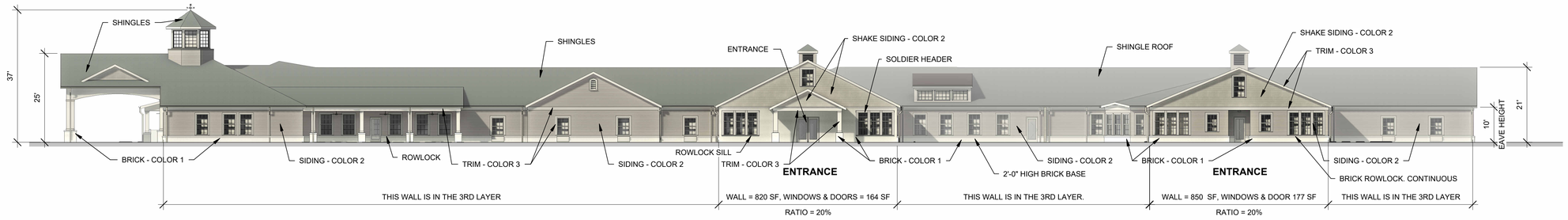
RANDALL P. TAYLOR
REGISTERED ARCHITECT
STATE OF TENNESSEE
12/15/25

PROJECT #
25049

DATE
12-15-25

DRAWING NAME
ELEVATIONS

SHEET #
A2



1 NORTH (FRONTAGE) ELEVATION
1/16" = 1'-0"

NOTE:

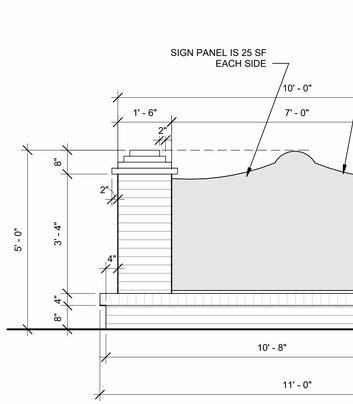
THE PRIVATE FRONTAGE TYPE IS STEPFRONT. A STEP AT THE ENTRANCE DOOR WIL NOT BE PROVIDED TO COMPLY THE THE BUILDING CODE REQUIREMENT FOR A LEVEL EGRESS.

ALL ROOF SLOPES TO BE BETWEEN 6:12 AND 14:12.

ALL CEILING HEIGHTS WILL BE LESS THAN 25 FEET.



2 SOUTH ELEVATION
1/16" = 1'-0"



5 MORNING POINTE SIGN
1/2" = 1'-0"



3 WEST ELEVATION
1/16" = 1'-0"



4 EAST ELEVATION
1/16" = 1'-0"

REVISIONS

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CHATTANOOGA, TN 37405
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NEUHOFF TAYLOR ARCHITECTS

THE LANTERN AT MORNING POINTE
ALZHEIMER'S CENTER OF EXCELLENCE COLUMBIA

RUTHERFORD LANE
COLUMBIA, TN

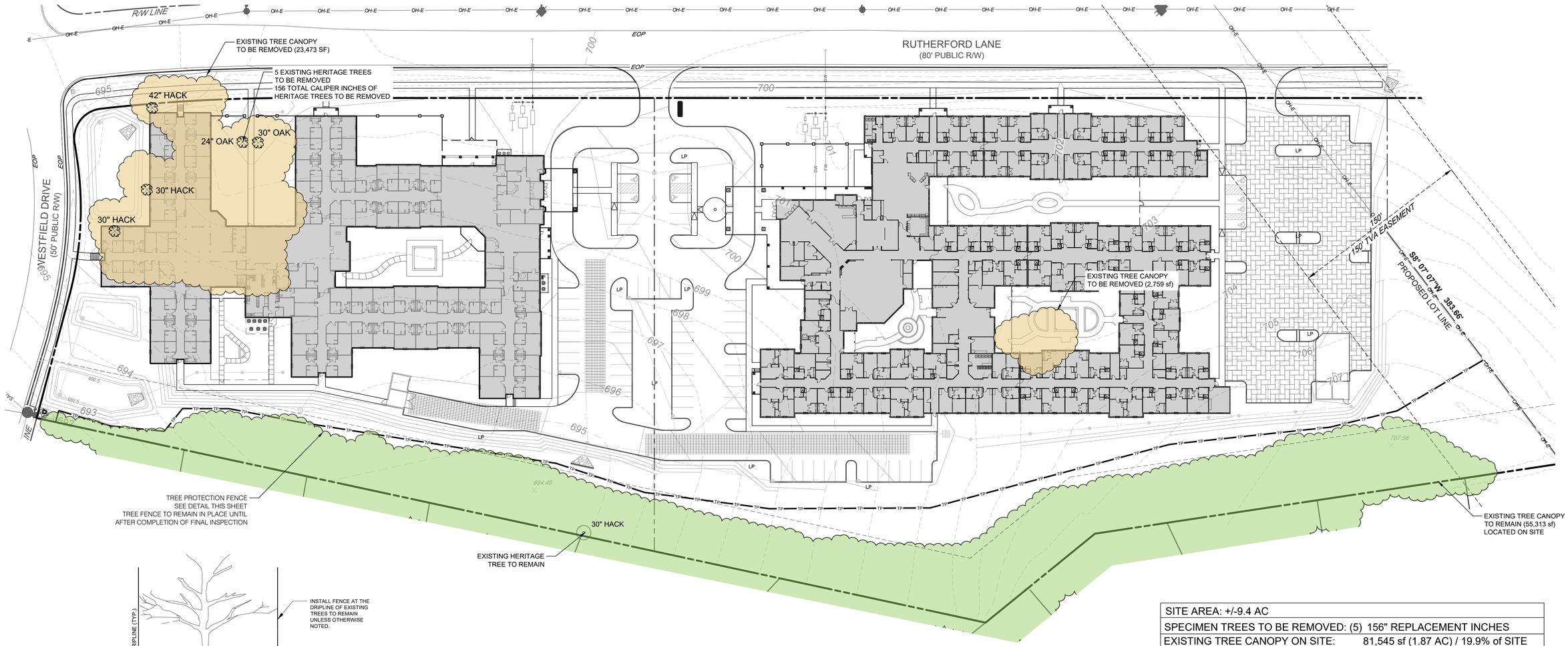
RANDALL P. TAYLOR
REGISTERED ARCHITECT
NO. 102,403
ARCHITECT
STATE OF TENNESSEE
12/15/25

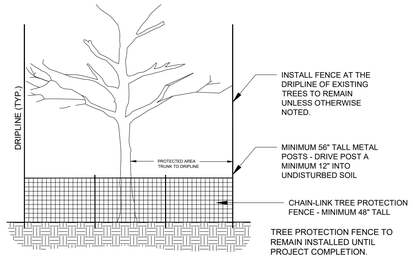
PROJECT #
25048

DATE
12-15-25

DRAWING NAME
ELEVATIONS

SHEET #
A2





CHAIN LINK FENCING TREE PROTECTION

TREE PROTECTION NOTES:

1. The tree protection barriers shall be constructed before the issuance of any permits, and shall remain intact throughout the entire period of construction.
2. The tree protection barrier shall be installed as labeled on this plan or a distance to the radius of the dripline, whichever is greatest, as measured from the trunk of the protected tree.
3. Any required excavation in or around the protection zone to accommodate underground services, footings, etc; shall be indicated on the plan, and shall be excavated by hand. In addition, related root pruning shall be accomplished via ANSI A-300 standard so as to minimize compact on the general root system. Root prunning to occur prior to grading.
4. The storage of building materials or stockpiling shall not be permitted within the limits of or against the protection barriers.
5. Trees within the protection barriers must be adequately cared for throughout the construction pro cess (i.e., they must be watered sufficiently, particularly if the tree's root system has been disturbed by excavation.) Fill shall not be placed upon the root system as to endanger the health or life of the affected tree.
6. Heavy accumulation of dust from construction activity may occur on the surface of tree foliage. To control dust, tree foliage may be hosed down upon the request of the Landscape Architect or Owners Representative.
7. Removal of all tree protection fencing will be done by the Contractor. Restoration of all areas disturbed by the fencing will be the Contractor's responsibility. All tree fence to remain intact until final completion of the project.

SITE AREA: +/-9.4 AC
SPECIMEN TREES TO BE REMOVED: (5) 156" REPLACEMENT INCHES
EXISTING TREE CANOPY ON SITE: 81,545 sf (1.87 AC) / 19.9% of SITE
REQ. CANOPY RETENTION (24% OF EXISTING COVER) 19,571 sf (0.45 AC)
PROPOSED CANOPY RETENTION (67.9% EX. COVER) 55,313 sf (1.27 AC)

0 40 80 120 feet

SCALE: 1" = 40'

NORTH

LAND DESIGN
106 MISSION CRT. STE 403B
Franklin, TN 37067
615.376.2421
hblanddesign.com

PROPOSED SITE FOR:
MORNING POINTE
COLUMBIA, TENNESSEE

CONNOR L. BALL
REGISTERED
LANDSCAPE
ARCHITECT
STATE OF TENNESSEE

NOT FOR CONSTRUCTION
12/15/2025

Job # - 25277
BY: cb

TREE PRESERVATION PLAN

L1.0



0 40 80 120 feet

SCALE: 1" = 40'

R/W LINE

36" ht BRICK COLUMNS

30" ht DECORATIVE ALUMINUM FENCE

RUTHERFORD LANE
(80' PUBLIC R/W)

PARKING LOT SCREENING

150' TVA EASEMENT
NO LANDSCAPE THAT WILL GROW TALLER THAN 15' IS ALLOWED IN THE EASEMENT
ANY REQUIRED CANOPY TREES ARE REPLACED WITH SMALL ORNAMENTAL TREES

150' TVA EASEMENT

WESTFIELD DRIVE
(50' PUBLIC R/W)

EXISTING TREE CANOPY TO REMAIN

TREE PROTECTION FENCE
TREE FENCE TO REMAIN IN PLACE UNTIL AFTER COMPLETION OF FINAL INSPECTION

50' LANDSCAPE BUFFER MET WITH EXISTING UNDISTURBED CANOPY AND UNDERSTORY VEGETATION
ADDITIONAL EVERGREEN TREES WILL BE ADDED TO SUPPLEMENT IN AREAS OF SPARSE EXISTING VEGETATION

30" HACK

EXISTING PRESERVED CANOPY AND UNDERSTORY VEGETATION IN THE WINTER





- 1 TREE PER 50 FT OF FRONTAGE
  1,237 LF / 50 = 25 STREET TREES
- HERITAGE TREE REPLACEMENT: 156"
  PROVIDED: >157.5" (63 - 2.5" TREES)
- 1 CANOPY TREE PER 2,000 SF OF PARKING AREA
  64,369sf PARKING AREA / 2,000 = 32 PARKING LOT TREES
- MIN. SIZE: 2.5" / MIN. SPECIES: 4 / MAX GENERA 40%
- FOUNDATION PLANTINGS
- ALL TREES TO BE INSTALLED AT A MIX. 6' FROM ANY WATER MAIN OR PUBLIC WATER SYSTEM INFRASTRUCTURE

PLANT SCHEDULE

SYMBOL	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
BUFFER TREES					
	27	Supplimental Buffer Trees 6'-8' Evergreen Trees Mix of Holly, Magnolia, Arborvitae	B & B		6`-8` HT
PARKING LOT TREES					
	12	Black Diamond Best Red Crape Myrtle / Lagerstroemia indica 'Black Diamond Best Red' 3 Cane. Min. Evenly Branched. Matched. See Tree Specifications	#15 Container	CLUMP	8` HT
	12	Willow Oak / Quercus phellos 5` Clear Trunk. Evenly Branched. Matched. See Tree Specifications	B & B	2.5"Cal	Per ANSI
	8	Village Green Zelkova / Zelkova serrata `Village Green` 5` Clear Trunk. Evenly Branched. Matched. See Tree Specifications	B & B	2.5"Cal	Per ANSI
REPLACEMENT TREES					
	21	2.5" Canopy Tree Mix of Oak, Poplar, Maple, Elm, etc.	B & B	2.5"Cal	Per ANSI
	42	2.5" Ornimental Tree Mix of Cherry, Redbud, Dogwood, etc	B & B	2.5"Cal	Per ANSI
STREET TREES					
	6	Summer Red Red Maple / Acer rubrum `HOSR` 5` Clear Trunk. Evenly Branched. Matched. See Tree Specifications	B & B	2.5"Cal	Per ANSI
	15	Kentucky Coffeetree / Gymnocladus dioica 'Espresso' 5` Clear Trunk. Evenly Branched. Matched. See Tree Specifications	B & B	2.5"Cal	Per ANSI
	4	Black Diamond Blush Crape Myrtle / Lagerstroemia indica 'Black Diamond Blush' 3 Cane. Min. Evenly Branched. Matched. See Tree Specifications	#15 Container	CLUMP	8` HT
SYMBOL	QTY	COMMON / BOTANICAL NAME	HT / CONT.	WIDTH	
SHRUBS					
	404	Foundation Shrubs. 1st Layer Foundation Shrubs Min. 1 shrub per 5' of building facade.	B & B		
SYMBOL	QTY	COMMON / BOTANICAL NAME	CONT		
SHRUB AREAS					
	34,898 sf	Foundation Landscape Layered Mix of Evergreen and flowering shrubs, & ornamental grasses layered to enhance the aesthetics of the building.	Vanes		

LAND DESIGN
106 MISSION CRT. STE 403B
Franklin, TN 37067
615.376.2421
hblanddesign.com

PROPOSED SITE FOR:
MORNING POINTE
COLUMBIA, TENNESSEE

CONNER L. BALL
REGISTERED
AGRICULTURE
TENNESSEE

NOT FOR CONSTRUCTION
12/15/2020

Job # - 25277

BY: cb

NORTH

L1.1

LANDSCAPE PLAN

Morning Pointe Preliminary PUD Master Plan

Project #:	25-0422	Location:	Rutherford Lane, Tax Map 112 Parcel 3.07
Applicant:	Fulmer Lucas Engineering, LLC	Case Type(s):	PUD Master Plan
Staff Planner:	Austin Brass, AICP	Proposed Use:	Assisted Living Center

PROJECT SUMMARY

The applicant seeks approval of a Preliminary Planned Unit Development Master Plan approval for a 111,000 SF Assisted Living and Memory Care Facility within a PUD-MU District. This proposal is located on a vacant 9.4-acre site located at Rutherford Lane & Westfield Drive. This proposal is located within an existing PUD-MU zoning district in which all previous master site plans that have been proposed on this property have since expired.

The following bullet points list requested deviations that do not comply with the PUD-MU standards of the Zoning Ordinance. Please see applicant response to deviations list in attachments.

- A PUD-MU district requires all lots/building sites to have a maximum width of 180' at the right-of-way. This request divides the site into two individual building sites dedicated to two separate facilities with common ownership. Among the two building sites, deviations have been requested for building sites 2 and 3 to exceed 180' with building site 1 being 576' and building site 2 being 453'. The applicant's response to this justification has been included in the agenda packet.
- A PUD-MU district requires all buildings to have at minimum a 60% frontage buildout for facades within a building site. The applicant has requested a deviation from this request with building 2 at a 35% frontage buildout. In addition, a deviation has been requested to allow for a façade to count towards frontage buildout requirements when located beyond the minimum 20 ft frontage line (*maximum setback line*). Furthermore, the applicant has analyzed the frontage buildout of building 1 being 61% when excluding the existing site condition of a 150' TVA easement.
- A screen wall can only count towards 20% of the frontage buildout in which the applicant has exceeded. A fence is not considered a screen wall.
- A 36-inch height brick column with 30-inch decorative fence has been placed along the frontage of the property. Parking lot screening has been provided for parking areas for parking areas enfronting the 1st layer.
- An institutional long-term care use has a parking ratio of 1 space per 3 beds. The proposal indicates a total of 151 beds with 51 spaces required. The applicant has requested a deviation from the parking standard to exceed the parking use with a proposal of 140

parkin spaces. All parking is proposed to be within the 3rd layer of the site as required for parking orientation within a PUD-MU District.

- The building design standards include brick and cementous siding; however, a deviation has been requested for windows/doors not spaced more than 20' apart and window mutin patterns that follow the same pattern among an elevation greater than 100'.
- Any approval should be conditioned on the timely submittal of "As-approved" plans, which reflect the substance of the plans approved by the Planning Commission, as determined by the Zoning Administrator and the City Engineer.
- The Planning Commission is the **recommending body** to City Council for a Preliminary PUD Master Plan per section 8.5.21.K of the Zoning Ordinance that lists the criteria for Planning Commission action. The Planning Commission will be the decision-making authority for the Final PUD Master.

SITE INFORMATION

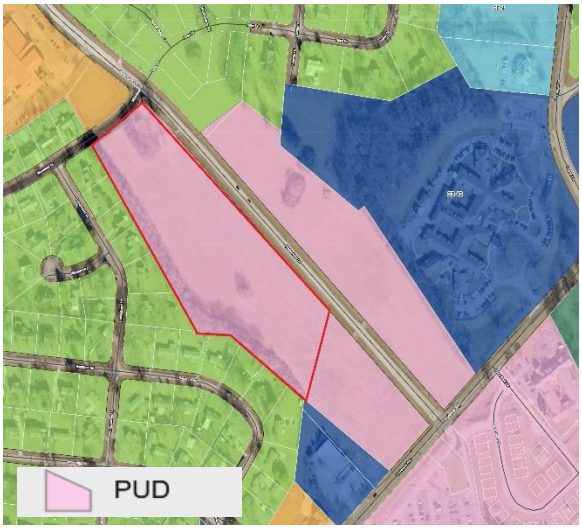
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD-MU	Vacant Land	Assisted Living Facility	+ /- 9.4 acres



FUTURE LAND USE MAP (Suburban Neighborhoods)

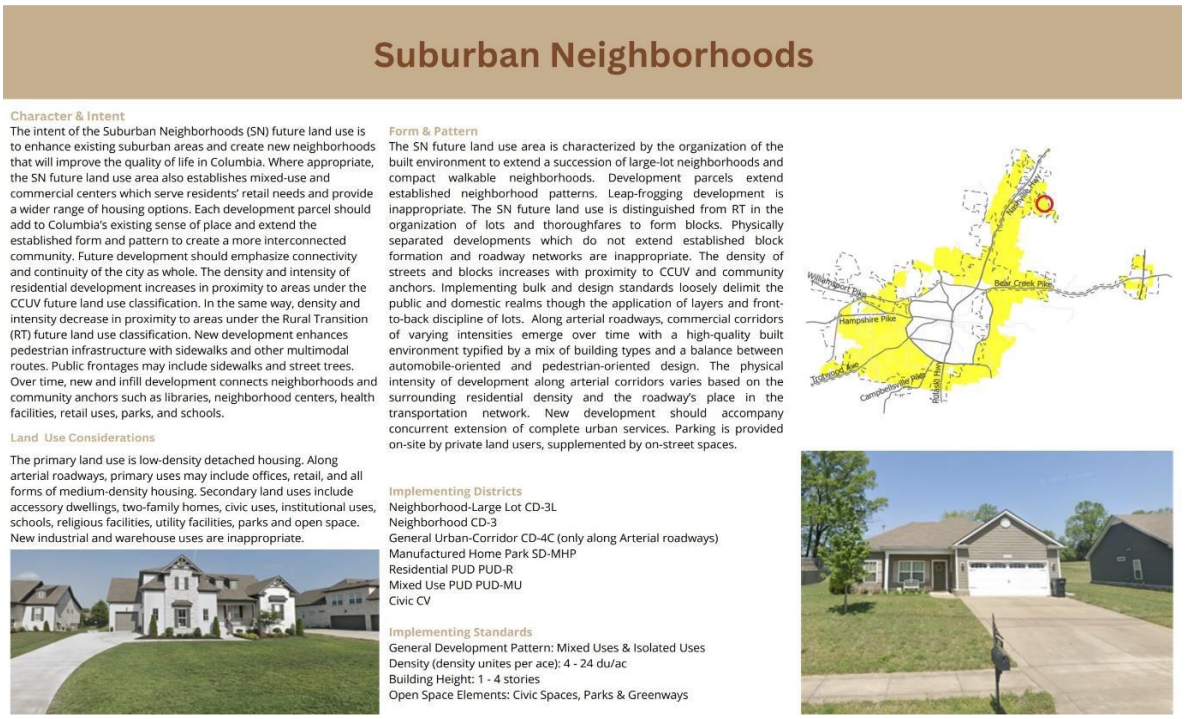


ZONING MAP (PUD-MU)



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	**Zoning**	**Current Use**
Subject Property	**Suburban Neighborhoods**	**PUD-MU**	**Vacant**
North	**Suburban Neighborhoods**	**CIVIC**	**Woodard School**
South	**Suburban Neighborhoods**	**PUD-MU**	**Vacant**
East	**Suburban Neighborhoods**	**CD-3**	**Single-Family Residential**
West	**Suburban Neighborhoods**	**PUD-MU**	**Vacant**

CONSISTENCY WITH CONNECT COLUMBIA



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 whole. The density and intensity of residential development increases in proximity to areas under the CCUV future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools.

Land Use Considerations

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

Form & Pattern

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

Implementing Districts

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

Implementing Standards

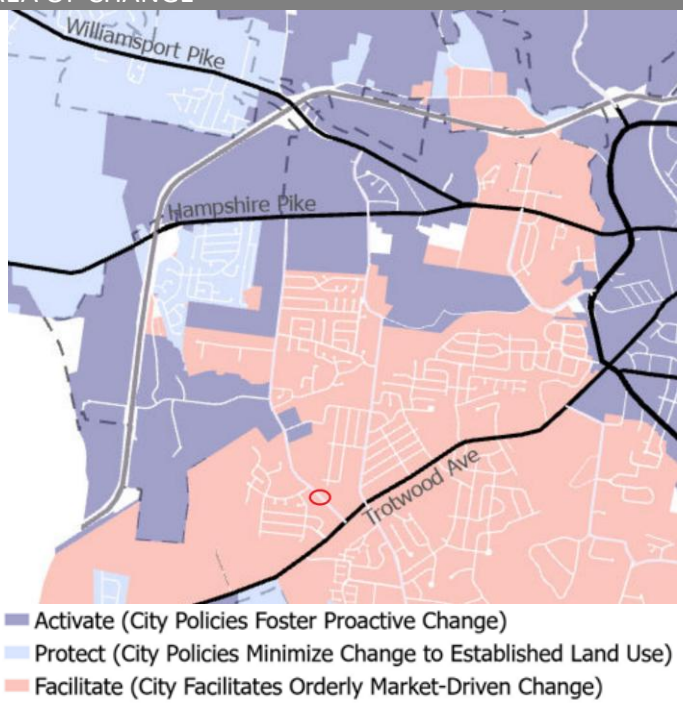
General Development Pattern: Mixed Uses & Isolated Uses
Density (density unites per ace): 4 - 24 du/ac
Building Height: 1 - 4 stories
Open Space Elements: Civic Spaces, Parks & Greenways

Suburban Neighborhoods: This requested Site Development Plan is located within the Suburban Neighborhoods Future Land Use. The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents' retail needs and provide a wider range of housing options. Each development parcel should add to Columbia's existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as whole. The density and intensity of residential development increases in proximity to areas under the CCUV future land use classification. In the same way, density and intensity decrease

in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods, and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks and schools. This request adheres to this future land use policty as this proposed long-term health care filty includes an additional sidewalk along the frontage of Rutherford Lane and Westwood drive that futher interconnects the neighborhood with future connectivity of adjacent uses such as nearby Woodard School.

AREA OF CHANGE

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



CONFORMITY WITH ZONING ORDINANCE

Landscaping & Tree Inventory/ Buffering:

This site development plan conforms to all internal landscaping standards for parking lot islands and frontage landscaping. An existing 50' tree buffer will remain as required for any buffer between a PUD-MU and CD-3 district. This buffer is required along the southern line of the site. A PUD-MU district within an existing 19% of existing tree canopy on site is required to retain 24% or 0.45 acres. The applicant has retained 67% of the existing tree canopy when preserving the existing rear buffer. In addition, the applicant has indicated 5 heritage trees on the site that are greater than 24' in caliper. These five trees are proposed to be removed with 156 caliper inches of replacement trees required. Among the site, 63 replacement trees have been indicated that are proposed within courtyard areas and at the front and rear of the property. The proposed replacement trees indicated that they do not count towards other required trees such as required parking lot island trees and frontage trees.

Parking/Loading:

The Zoning Ordinance requires a site parking ratio not to exceed 30% of the maximum requirement. An institutional long-term care use has a parking ratio of 1 space per 3 beds. The proposal indicates a total of 151 beds with 51 spaces required. The applicant has requested a deviation from the parking standard to exceed the parking use with a proposal of 140 parking spaces. All parking is proposed to be within the 3rd layer of the site as required for parking orientation within a PUD-MU District.

Lots, Building Sites & Bulk Standards:

Staff prepared the tables below to demonstrate how the proposed development conforms to the bulk and design standards of the Zoning Ordinance. Table 1 describes applicable bulk standards per the Zoning Ordinance for a PUD-MU character district in which the subject property is zoned. Table 2 describes the design standards of the Zoning Ordinance per § 4.3.1-M of the Zoning Ordinance within a PUD-MU District.

Table 1 (PUD-MU) Mixed Use Planned Unit Development Bulk Standards		
Bulk Standards:	**Required**	**Proposed**
Minimum Lot/ Building Site Width Minimum and Maximum:	18 ft. min/ 180 ft. max	Building Site 1- 576' Building Site 2- 453'
Lot/Building Enfrontment:	Facades must have main entrance in principle of building frontage	The façade of the building enfronts a dedicated internal drive street section.

Building Height:	2 stories minimum **Subject to adjacent uses in PUD MU per Planning Commission*	1 story
Frontage Buildout:	60% minimum	Building 1- 61.6% (Excluding TVA Easement) Building 2- 35%
Setbacks:	**Principal Buildings** **Front:** – 0-20 ft. **Side:** – 0' attached, 10 ft-24ft. **Rear:** NR.	**Front:** – 20 ft. **Side:** - 24 ft + **Rear:** NR

Architectural Design Standards:

Table-2 (PUD-MU) Mixed Use Planned Unit Development Architectural Standards		
Design Standards:	**Required**	**Proposed**
Main Entrance:	Main Entrance must be in Façade of Principal Frontages.	Main entrance enfronts a defined street section (Rutherford Ln)
Vertical Composition:	Identifiable Base, Middle, & Cap	The facade includes a defined base, middle, and cap.
Façade Position & Façade Articulation:	Main entrance at façade & position parallel to frontage line. A façade greater than 100' shall be differentiated so that it appears to be comprised of two or more adjacent buildings.	The principal frontage is parallel to the frontage. Window mutin pattern does not change every 100' per elevation.
Façade Openings:	20 ft. or less spacing for windows/doors	Proposed windows and/or doors are not spaced 20' apart.
Façade Glazing:	20-60 % non-shopfront, 50% for shopfront	20%, non-shoprfront facade
Window Shape:	Square or vertical proportions	All windows are square or vertical proportioned
Window Alignment:	Upper floor windows and other features must be aligned with those of first floor	All windows are ground level with exception to window dormer elements within visible roofline.
Window Types:	Single-hung, double-hung, casement.	All windows adhere to the window type standards as described.

Window Glazing Material:	Clear	All windows proposed to be clear glass.
Window Trim in 1st Layer:	Min 4 in. trim with sill and top plate/ soldier course above lintel and rowlock course below sill	Elevations contain window trim and rowlock and solider course around window areas where brick is used as a façade material.
Shutters:	Functional to cover half of window width/ shutter dogs	Shutters are not proposed on windows.
Façade Window Sill Height:	5 ft. min above grade (residential only)	N/A (*Commercial uses do not have this requirement*)
Façade Variety:	No façade may exist more than once on a block face or within view of same façade	The block face consists of two facades that differ slightly with window and door placement and materials.
Roof Type & Pitch:	Hip/ Gable/ Flat	Gable
Primary Building Materials:	Brick, Fiber Cement Board, Wood, Authentic stucco over masonry	All elevations indicate a primary façade material of brick and fiber board siding with shake siding elements in gable ends at entrances.
Foundation Cladding:	Brick or Natural Stone	Brick
Building Colors:	Up to 3 colors, including the natural color of any allowed materials, but excluding trim color.	Does not exceed 3 colors.

REVIEW PROCESS

Section **8.3.3.B.7** of the Zoning Ordinance authorizes the Planning Commission to make "Recommendations to the City Council on a preliminary Master PUD Development Plan." Sections 8.5.21.B.3 and 8.5.21.K of the Zoning Ordinance establish the criteria for Planning Commission review and action on the proposed Preliminary PUD Master Plan.

8.5.21.B Master PUD Development Plan Approval

3. Without limitation to Section 8.5.21.B.2 above, approval of Rezoning of property to a PUD District, Zoning Text Amendment application related to a PUD, or a Master PUD Development Plan are subject to the Planning Commission's and the City Council's first making formal, written findings regarding each of the items listed in Section 8.5.21.B.2 and that the proposed Development, such applications, and approvals:

Approval of a Master PUD Development Plan [is] subject to the Planning Commission's and the City Council 's first making formal, written findings regarding each of the items listed in Section 8.5.21 B.2 and that the proposed Development, such applications, and approvals:

a. conforms to all applicable standards and requirements of this Ordinance,

b. would be compatible with other Development permitted under all applicable provisions of this Ordinance;

c. will not significantly interfere with the use and enjoyment of other land in the vicinity;

d. adequately conserve woodland and the protect water courses from erosion and siltation;

e. maximizes safety, convenience, and amenities for the residents and visitors of the Development; and

f. adequately address all such other matters as they may find to have a material bearing upon the stated standards and objectives of this Ordinance.

4. Unless specifically exempted, the standards and requirements contained in this Section 8.5.21 shall be in addition to all other applicable standards and requirements established in this Ordinance.

8.5.21.K.1 Planning Commission Action on Preliminary Master PUD Development Plan
Before making any recommendation on a Preliminary Master PUD Development Plan or an amendment to an existing approved Preliminary Master PUD Development Plan, the Planning Commission shall consider the Certificate of Compliance and all recommendations from the Zoning Administrator, the City Engineer, and other City departments, and shall conduct a public hearing.

Section **8.3.2.B.4** directs the City Council to reach a final decision on the preliminary Master PUD Development Plan of a Planned Unit Development. If the City Council approves the Preliminary PUD Master Plan, the applicant will have two years to submit a Final PUD Master Plan. The Planning Commission shall determine whether the Final PUD Master Plan complies with the Preliminary Master Plan (§ 8.5.21.Q)

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The Development Review Committee reviewed the proposed Preliminarily PUD Master Plan at its December 2025 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized above.

- **Planning** highlighted the clarification for frontage buildout and noted that a preliminary plat would be required for further subdivision the land that excludes a portion of the property not shown within the PUD Master Plan proposal.
- **Engineering** noted a traffic study memo or scope to indicate peak hour trips less than 75. The applicant stated that the utilization of the 12th edition trip generation model will be used that will produce 29 AM peak hours trips and 36 PM peak hour trips for the proposed use.
- **Columbia Water** indicated that the water availability letter was issued on **November 19th, 2025,** and 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.
- **Fire** noted that with CPWS indicating 750 gpm currently, a tanker truck can bring an additional 600 gpm that is allocated for the minimum 1250 gpm.

SAMPLE MOTIONS

Approve:

Recommend Approval:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan as presented *[, subject to technical comments and other conditions presented by planning staff*].

Recommend Approval Subject to Conditions:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Recommend Denial:

Move to recommend denial of the Rezoning to PUD-MU having found, based on the information presented by the applicant and the analysis provided by city staff, that the

criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance, are not satisfied [*list specific reasons for denial*].

Defer:

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