



**City of Columbia City Council
Regular Meeting Agenda
February 12, 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**

**Tony Massey, City Manager
Jake Hubbell, City Attorney
Thad H. Jablonski, City Recorder
Liz Bermudez, Recording Secretary**

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

PUBLIC HEARINGS

- 1. PUBLIC HEARING ON ORDINANCE NO. 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 abstentions. 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.

REGULAR MEETING

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

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

ATTACHMENTS: February 2026 Columbia City Council.

5.3. RECOGNITION OF THE CITY OF COLUMBIA FIRST RESPONDERS AND COLUMBIA POWER AND WATER SYSTEMS FOR THEIR EFFORTS DURING THE RECENT ICE AND SNOW STORM.

5.4. PRESENTATION FROM OUR LOCAL ARMY RECRUITING OFFICE OF COLUMBIA, CELEBRATING THE ACHIEVEMENTS AND COMMITMENT OF OUR FUTURE SOLDIERS WHO HAVE CHOSEN TO SERVE, WHILE STRENGTHENING COMMUNITY SUPPORT FOR THEIR JOURNEY.

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. - 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 \$60,500. 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. APPROVE THE ANNUAL RENEWAL OF LIABILITY AND AUTO
3. 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	<u>\$67,600</u>
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.

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, J.R. Wauford & Company Agreement, Exhibit A.

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.

7.17. APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND STEELHEAD BUILDING GROUP IN THE AMOUNT OF \$1,463,805.00 TO COMPLETE THE RIDLEY PICKLEBALL COMPLEX ADDITION AT RIDLEY SPORTS COMPLEX AND WOODLAND PARK TENNIS COURT RENOVATIONS - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Bids were opened on January 21, 2026, with Steelhead Building Group submitting the lowest bid for the project to complete the pickleball complex addition at Ridley Sports Complex and the Woodland Park Tennis Court renovations for \$1,463,805.00.

CERTIFICATION: The Chief Financial Officer certifies that \$1,145,648 and \$318,157 are budgeted and unencumbered in Capital - Parks - Ridley - Parks Facilities and Capital - Parks - Admin - Parks Facilities, respectively.

ATTACHMENTS: Staff Report, Steelhead Building Group Agreement, Agreement general conditions, Payment and Performance Bonds, Lose Design recommendation letter, Bid Tab, Supplementary conditions.

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, 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 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 CONSIDERATION 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 abstentions.

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

11 OTHER BUSINESS.

12 EXECUTIVE SESSION.

13 ADJOURNMENT.

14 UPCOMING EVENTS.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 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:



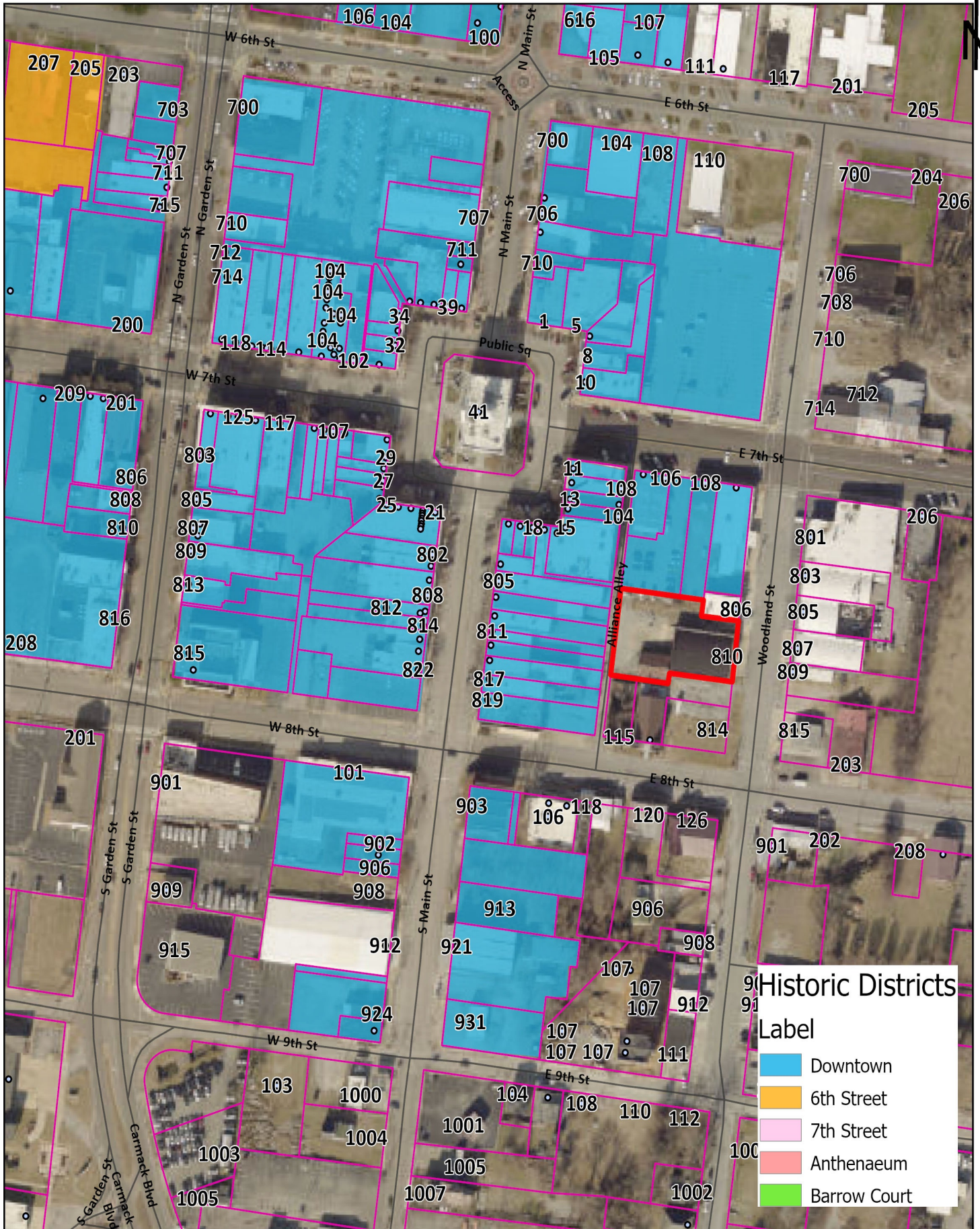
JAKE HUBBELL, CITY ATTORNEY

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

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 abstentions. 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

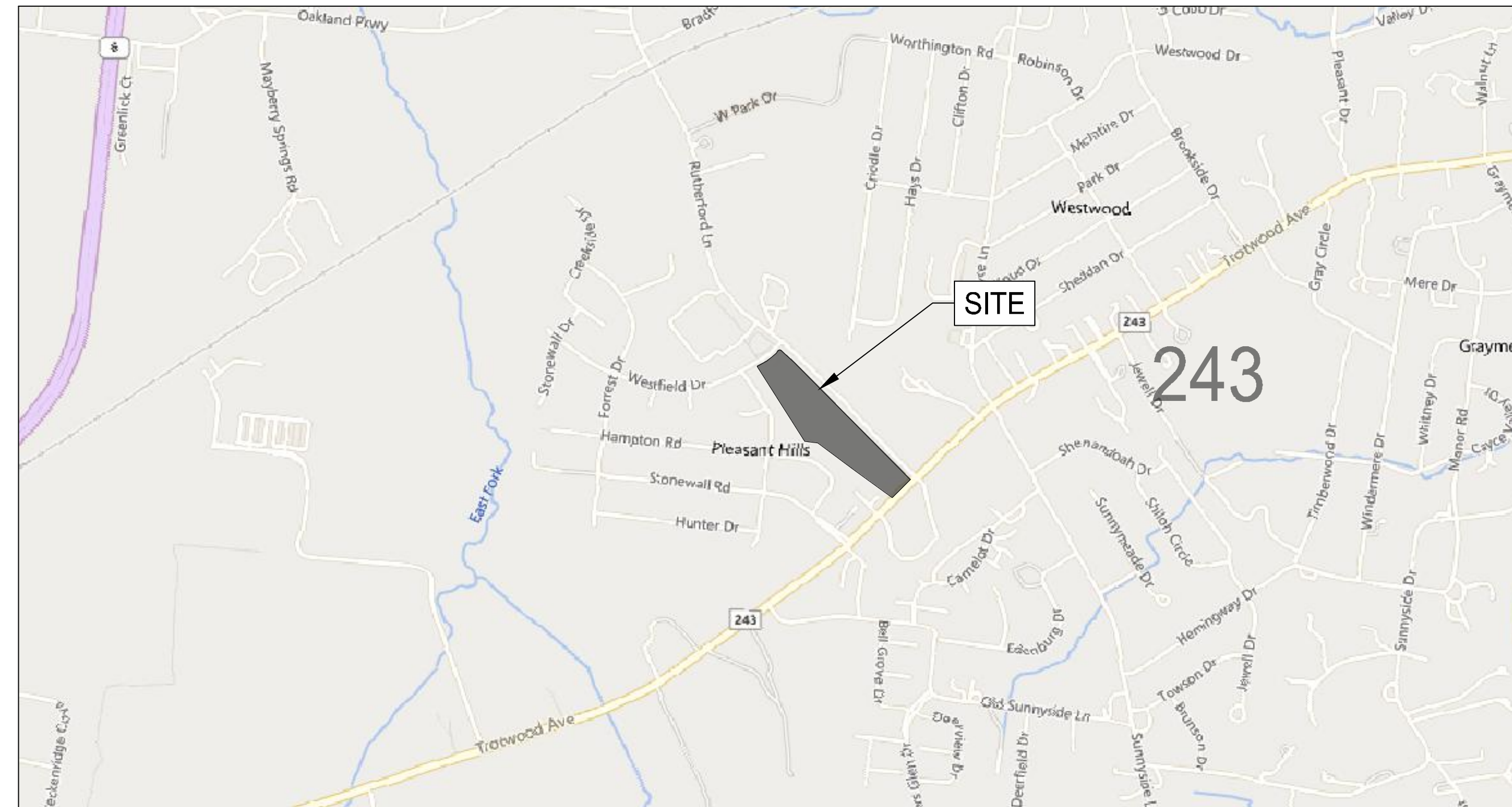
CONTACT: JAY FULMER
615-516-8477

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

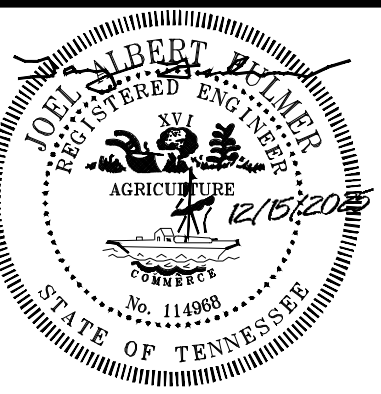


VICINITY MAP
SCALE: 1"=1000'

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

FULMER LUCAS

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



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

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

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 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, 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 16 MINUTES EAST, 1,127.45 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, 2,336.46 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 SOUTHWEST MARGIN OF RUTHERFORD LANE SOUTH 47 DEGREES 27 MINUTES WEST, 916.74 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 85 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 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 PIPE; THENCE WITH SAME SOUTH 55 DEGREES 30 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 58 DEGREES 05 MINUTES WEST, 424.19 FEET TO AN IRON PIN; THENCE WITH SAME AND WITH PLEASANT HILLS SUBDIVISION NORTH 97 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, 919.88 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 MCMEN 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 MCMEN AND BURTS SOUTH LINE, SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE WITH MCMEN AND BURTS 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, 400.23 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 WEST, 264.30 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 47 DEGREES 27 MINUTES WEST, 916.74 FEET TO AN IRON PIN; THENCE WITH PROPOSED WESTFIELD SUBDIVISION SOUTH 10 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 DEGREE 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 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 DEGREE 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 DEGREE 07 MINUTE 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 GATHER 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 278;
- 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 108.85 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 07° 41' 30" EAST 37.63 FEET TO AN IRON PIPE (FOUND) IN THE WESTERLY RIGHT-OF-WAY OF RUTHERFORD LANE.

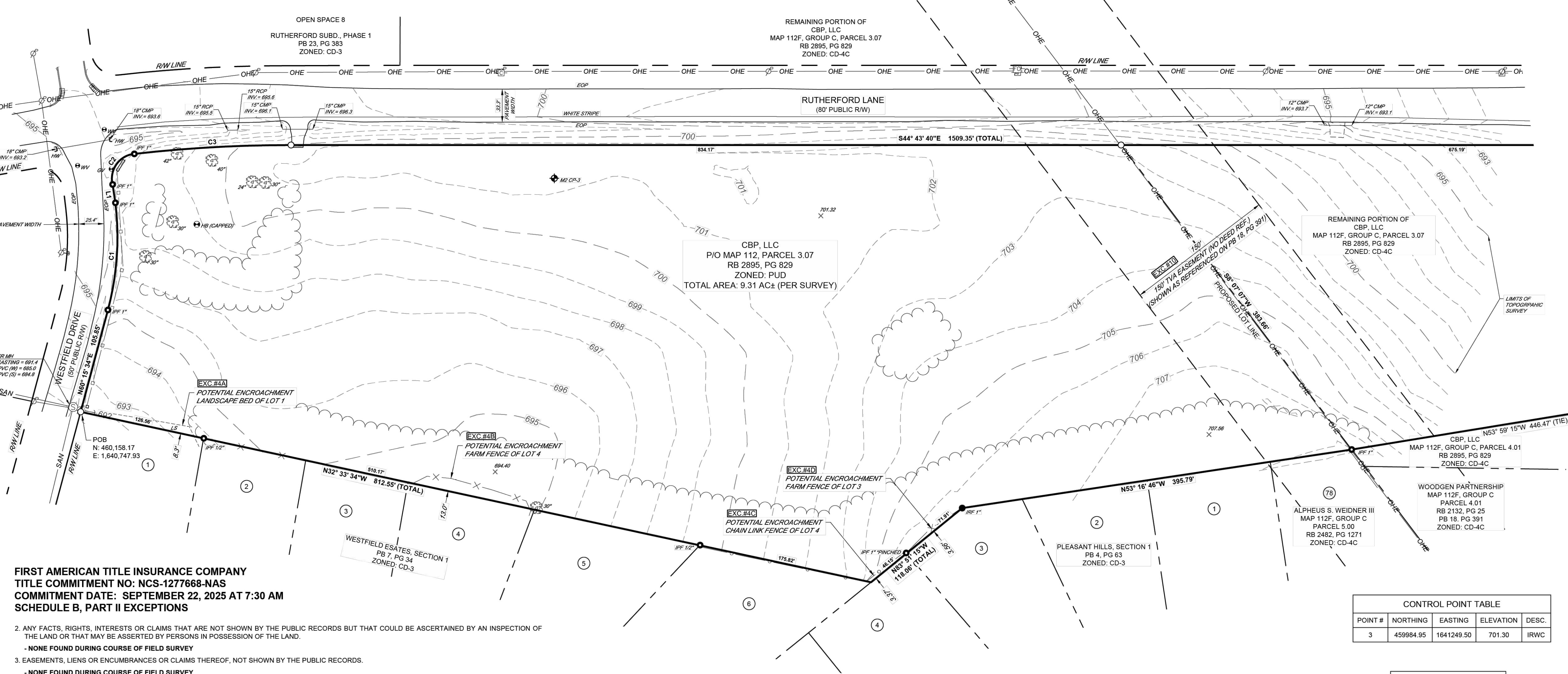
THENCE, WITH RUTHERFORD LANE, THE FOLLOWING TWO (2) CALLS: 1. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1392.39 FEET, AN ARC LENGTH OF 157.80 FEET, AND A CHORD BEARING OF SOUTH 47° 58' 28" EAST 157.71 FEET TO AN IRON REBAR (SET); 2. SOUTH 44° 43' 40" EAST 834.17 FEET TO AN IRON REBAR (SET) BEING 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 63° 51' 19" 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 1" #4 REBAR WITH ORANGE PLASTIC CAP STAMPED "M2 GROUP", 1" #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" PARCEL ZONED "40" MAP NUMBER 47119C0209E, 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.
- 12. 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.
- 13. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED DURING THE COURSE OF FIELD SURVEY.
- 14. 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.
- 15. THE SUBJECT PROPERTY SHOWN HEREON IS CONTIGUOUS ALONG ALL COMMON BOUNDARIES, WITHOUT GAP, GORE, OR OVERLAP.

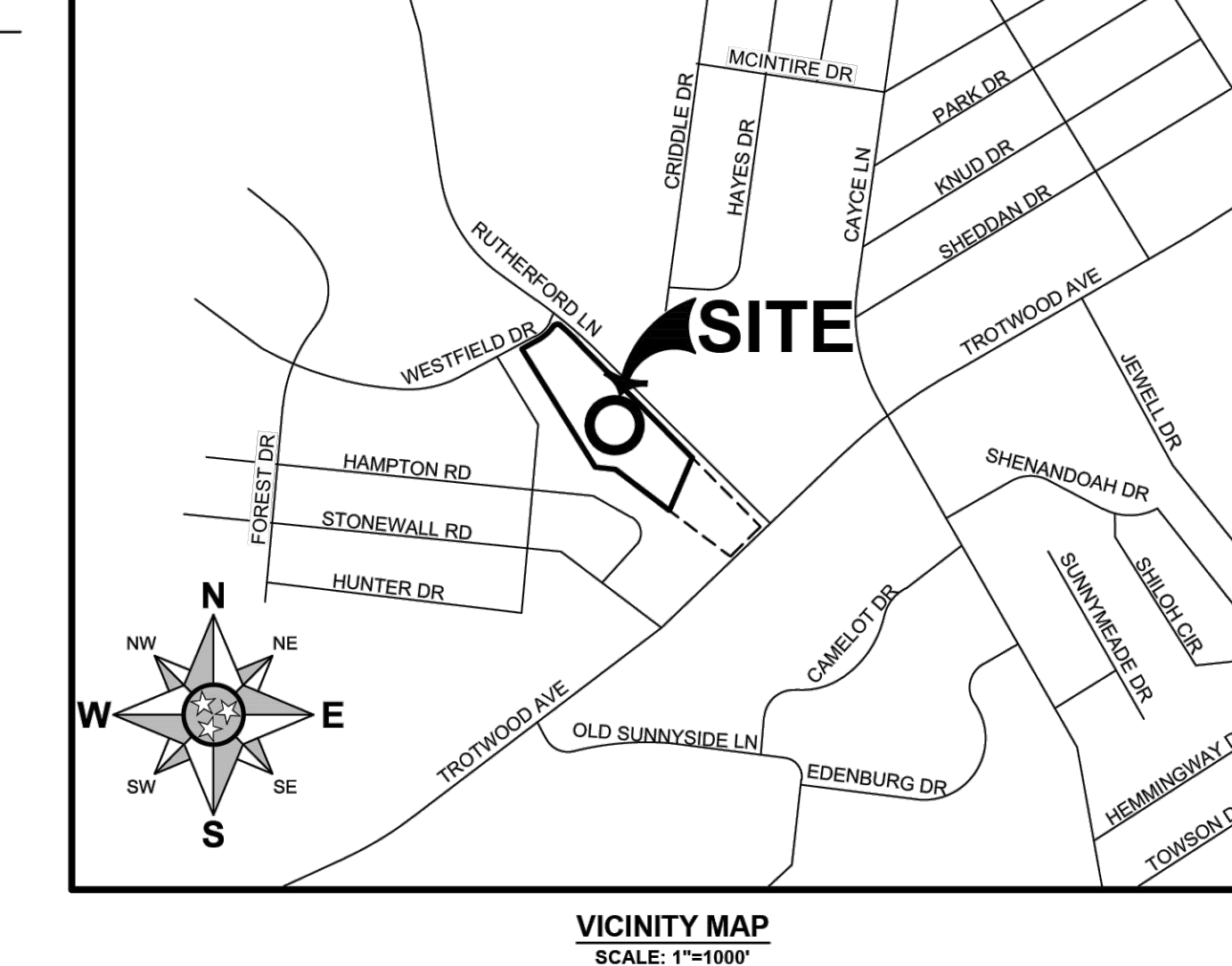


FIRST AMERICAN TITLE INSURANCE COMPANY
TITLE COMMITMENT NO: NCS-1277668-NAS
COMMITMENT DATE: SEPTEMBER 22, 2025 AT 7:30 AM
SCHEDULE B, PART II EXCEPTIONS

- 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, REFERENCE 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 RECORD 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 MCMEN 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

LEGEND:

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

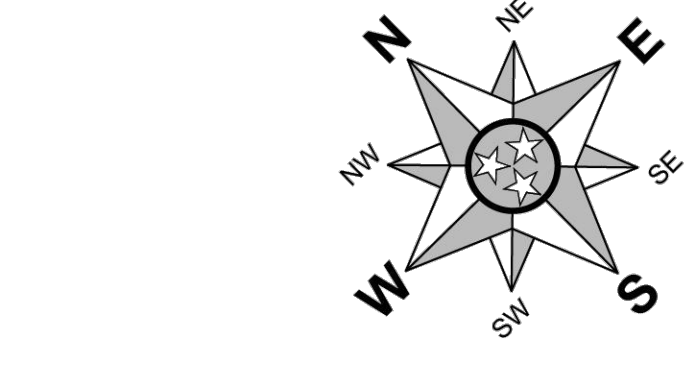


34-215 RUTHERFORD LN, SU/DWG 1, Monday, November 11, 2025 10:47:37 AM



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 1 SURVEY, HAVING A LINEAR ERROR OF CLOSURE WHICH IS EQUAL TO OR LESS THAN 1 FOOT PER 100,000 FEET OF LAND (1:10,000). THIS SURVEY WAS MADE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.



REVISION #	DATE	DESCRIPTION

BOUNDARY & TOPOGRAPHIC SURVEY
P/O MAP 112, PARCEL 3.07
RUTHERFORD LANE
CITY OF COLUMBIA
9TH CIVIL DISTRICT
MAURY COUNTY, TENNESSEE

DATE: **OCTOBER 22, 2025** DRAWN BY: **PMK**
PROJECT NUMBER: **25-215** CHECKED BY: **EDC**

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)

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

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

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

M2 GROUP
P.O. BOX 2543
BRENTWOOD, TN 37024-2543
615-656-0257 / M2GROUPLLC.COM

SHEET NUMBER: **SV-01**



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 ACCOMMODATE 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 BUILT 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 BUILT 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

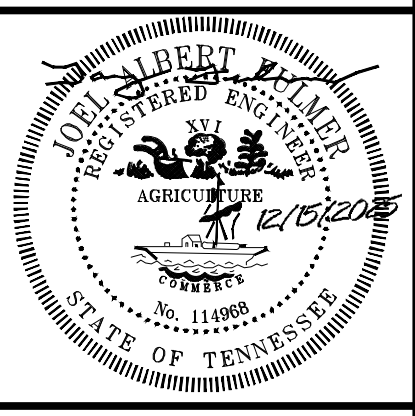
REQUIRED PARKING RATIO: 1 SPACE / 3 BEDS

PARKING REQUIRED: 151 BEDS * (1 SPACE / 3 BEDS) = 51 SPACES

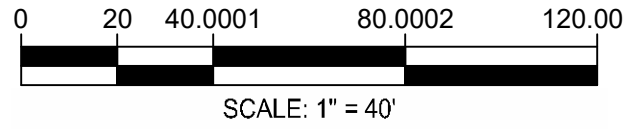
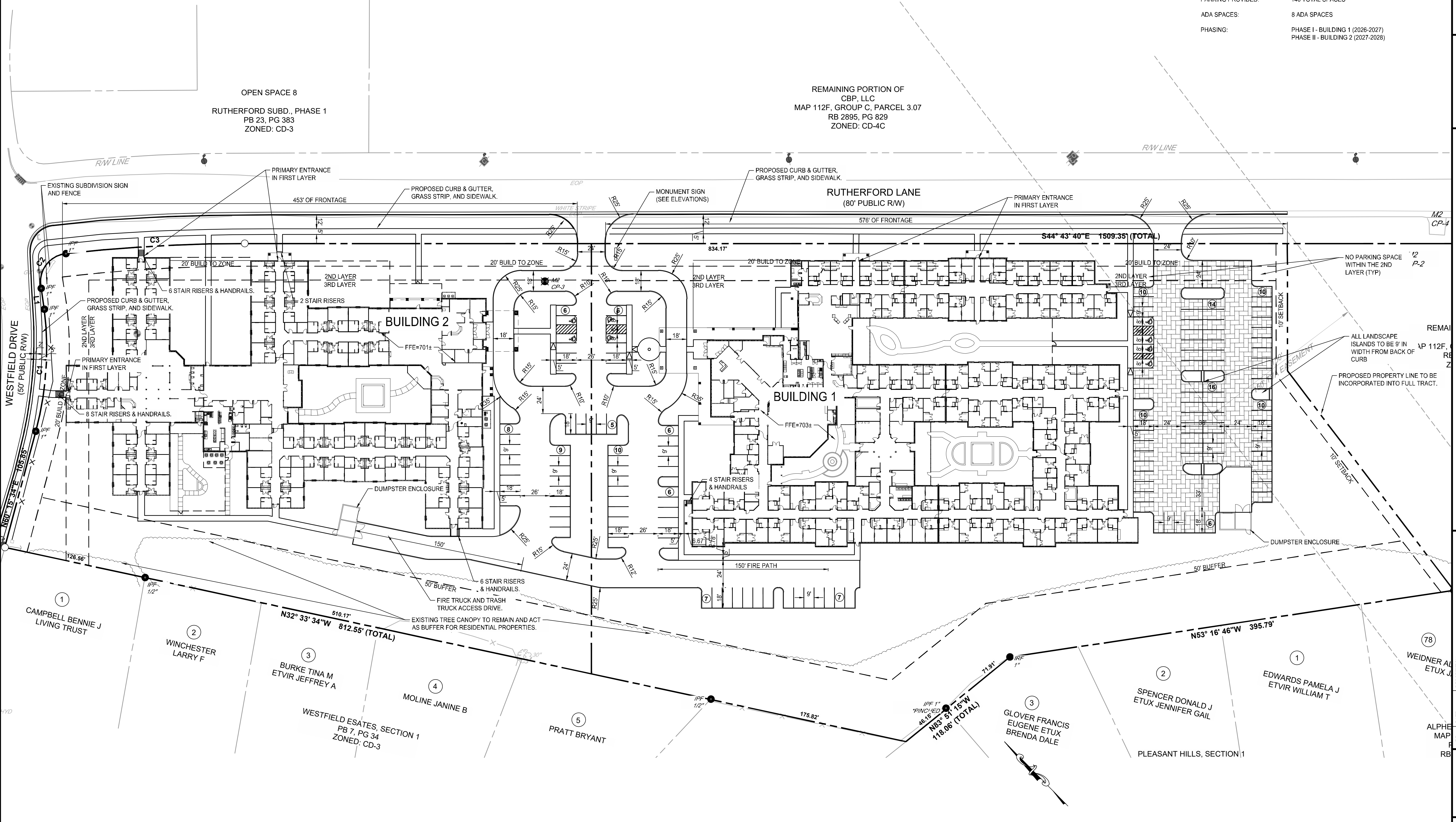
PARKING PROVIDED: 140 TOTAL SPACES

ADA SPACES: 8 ADA SPACES

PHASING: PHASE I - BUILDING 1 (2026-2027)
PHASE II - BUILDING 2 (2027-2028)



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



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

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

CONCEPTUAL SITE PLAN

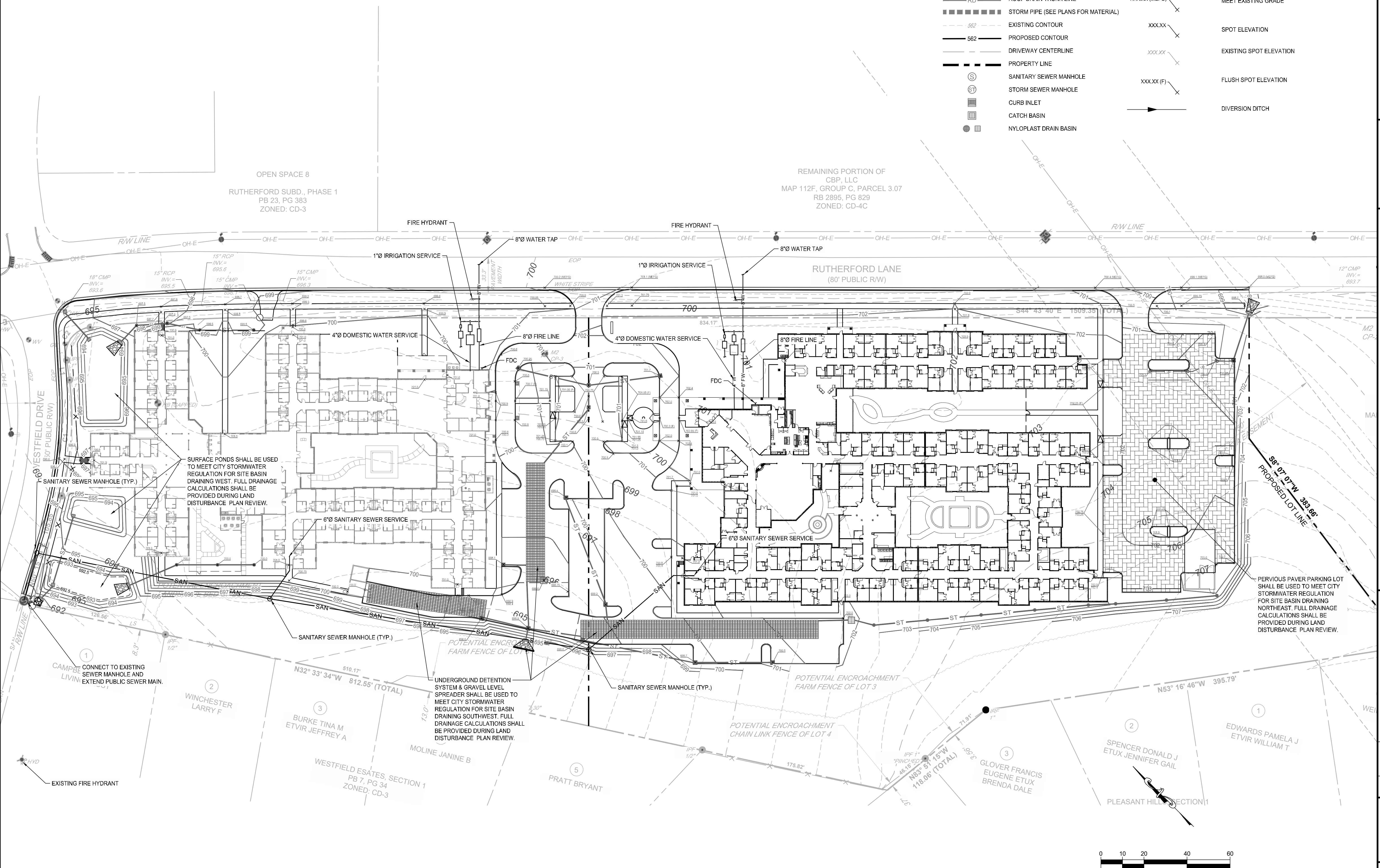
1.1



Know what's below.
Call before you dig.

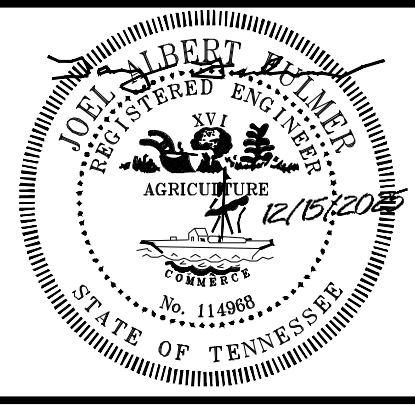
LEGEND

- D-W 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



FULMER LUCAS

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

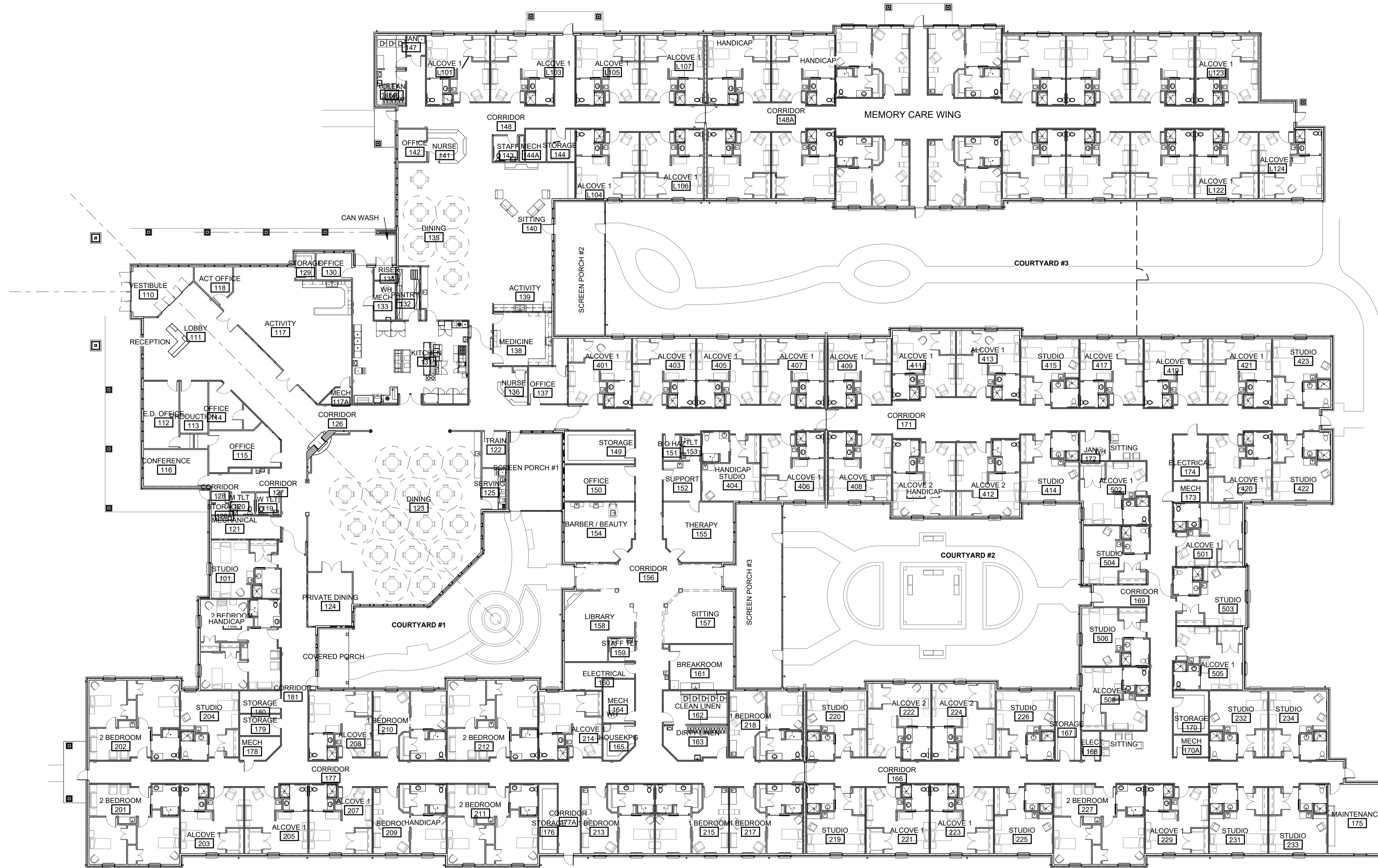


PUD MASTER PLAN FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401

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

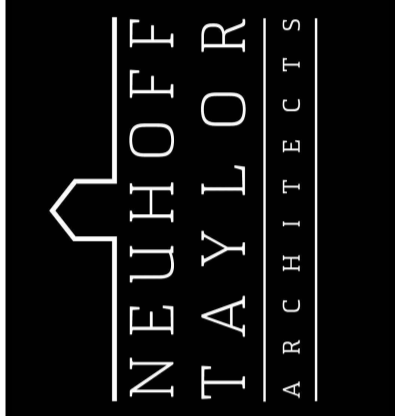


1 FLOOR PLAN
1/16" = 1'-0"

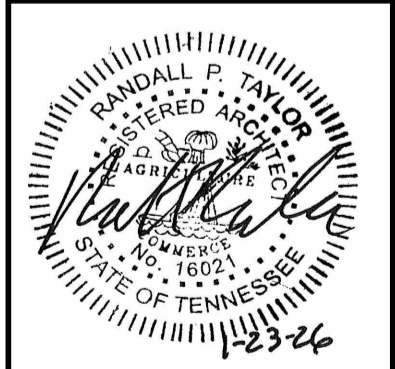
REVISIONS

NO.	DESCRIPTION	DATE

699 DALLAS ROAD
CHATTANOOGA, TN 37405
(423) 265-3272
FAX (423) 266-5502



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



PROJECT #

25049

DATE

12-15-25

DRAWING NAME

FLOOR PLAN

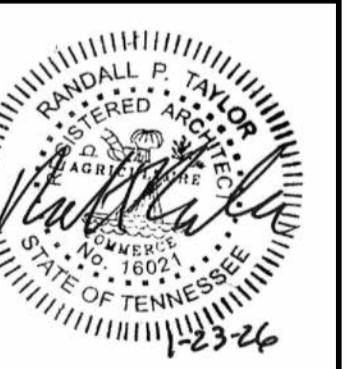
SHEET #

A1

699 DALLAS ROAD
 CHATTANOOGA, TN 37405
 (423) 265-3272
 FAX (423)266-5502

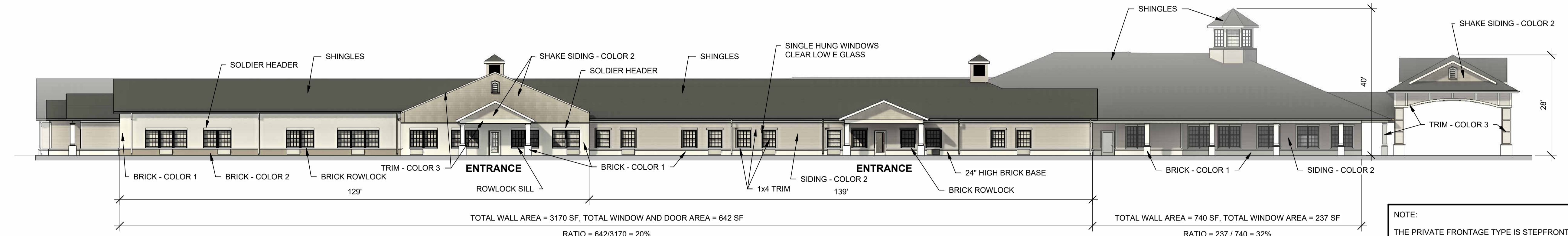
NEUHOFF
 TAYLOR
 ARCHITECTS

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



PROJECT #
25049
 DATE
12-15-25
 DRAWING NAME
ELEVATIONS

SHEET #
A2



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

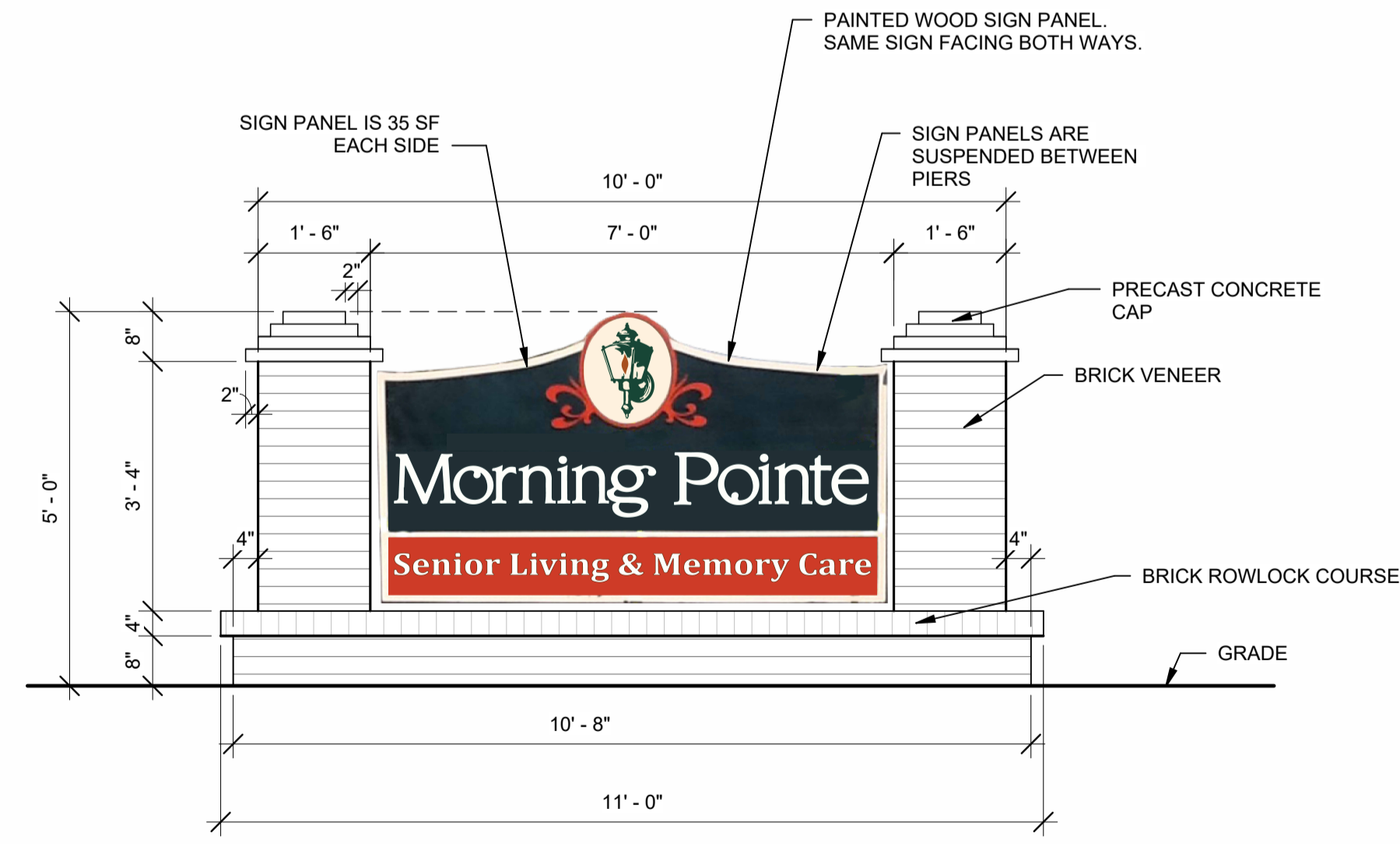
NOTE:
 THE PRIVATE FRONTAGE TYPE IS STEPFRONT. A STEP AT THE ENTRANCE DOOR WILL NOT BE PROVIDED TO COMPLY THE BUILDING CODE REQUIREMENT FOR A LEVEL EGRESS.
 ALL ROOF SLOPES TO BE BETWEEN 6:12 AND 14:12.
 ALL CEILING HEIGHTS WILL BE LESS THAN 25 FEET.



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



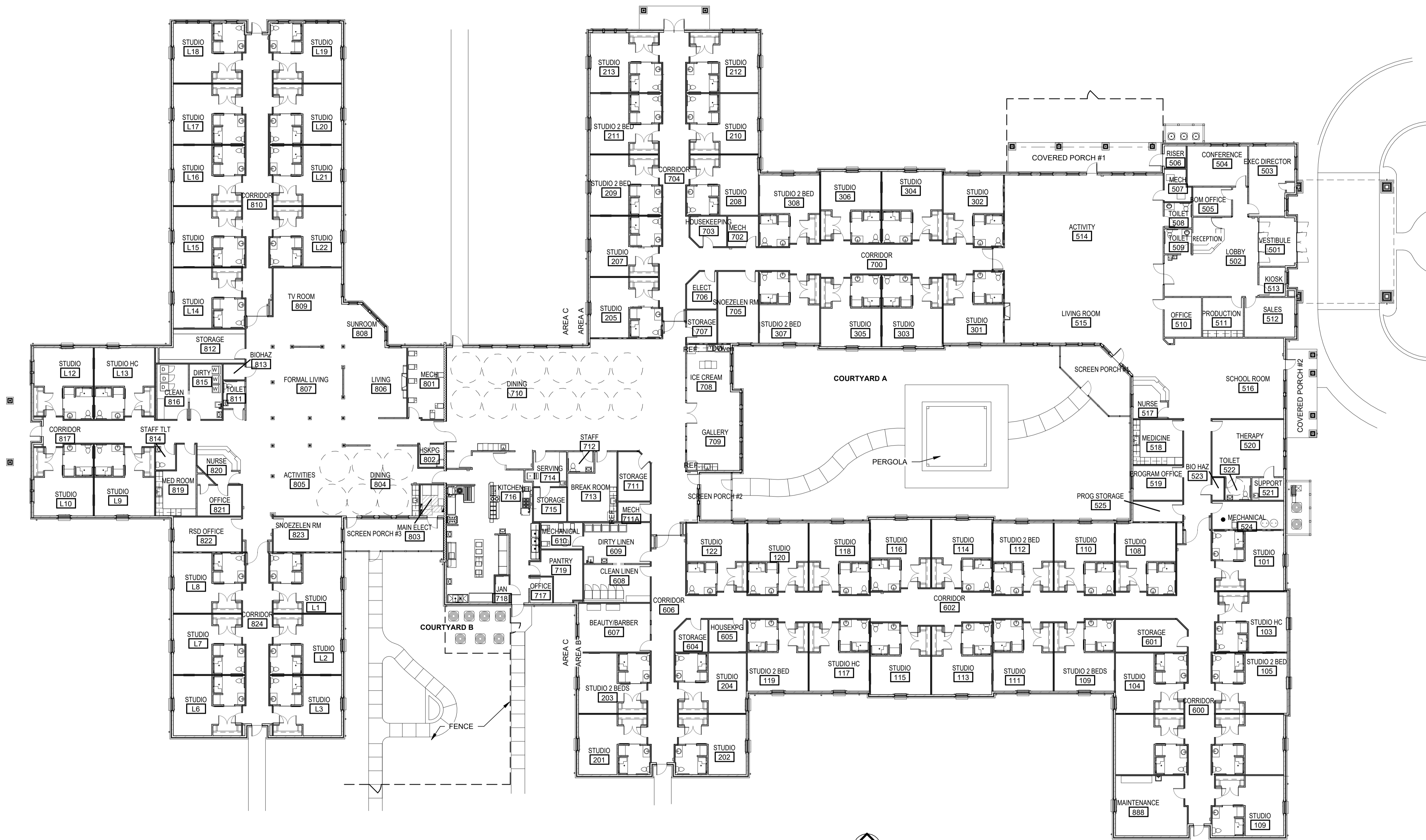
3 PLAN WEST ELEVATION
 1/16" = 1'-0"



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



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



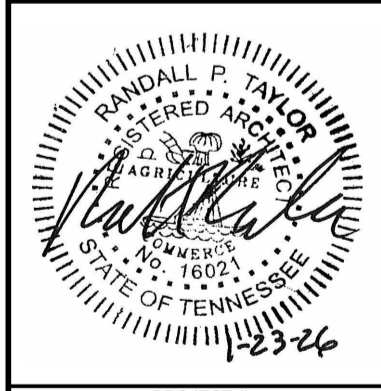
1 FLOOR PLAN
 1/16" = 1'-0"

NO.	DATE	DESCRIPTION

699 DALLAS ROAD
 CHATTANOOGA, TN 37405
 (423) 265-3272
 FAX (423)266-5502

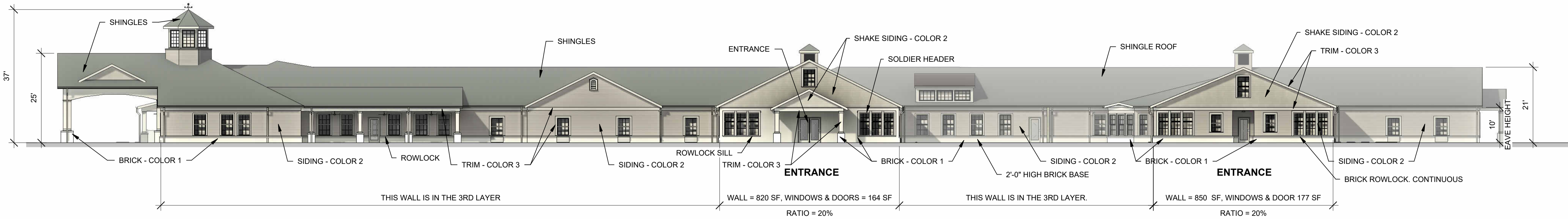


THE LANTERN AT MORNING POINTE
ALZHEIMER'S CENTER OF EXCELLENCE COLUMBIA
RUTHERFORD LANE
COLUMBIA, TN



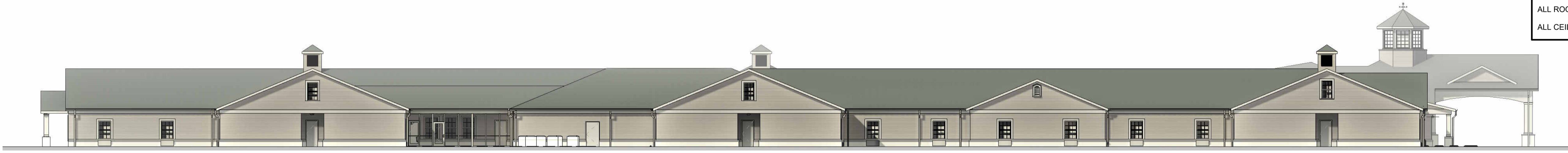
PROJECT #
25048
 DATE
1-23-26
 DRAWING NAME
FLOOR PLAN

SHEET #
A3

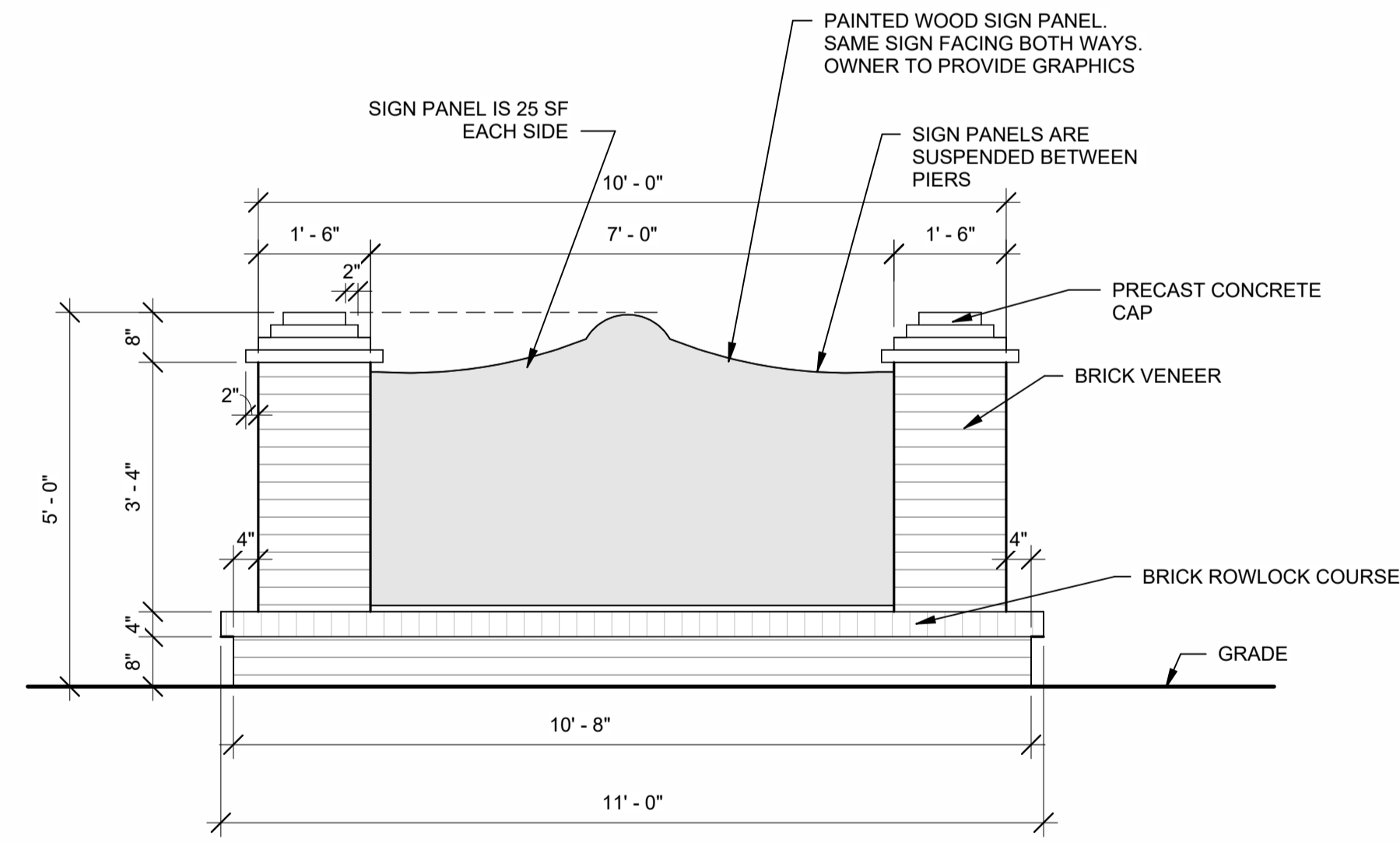


1 PLAN NORTH (RUTHERFORD LN) ELEVATION
1/16" = 1'-0"

NOTE:
THE PRIVATE FRONTAGE TYPE IS STEPPED. 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.



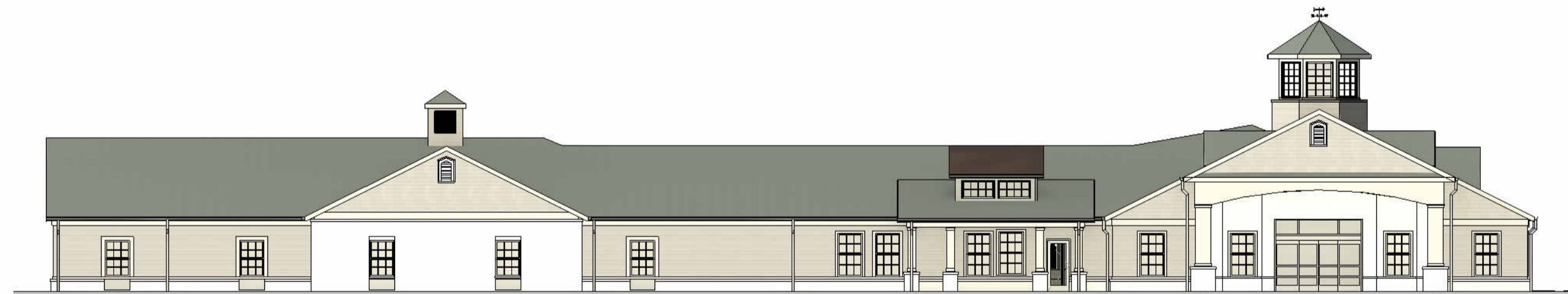
2 PLAN SOUTH (FACING LANDSCAPE BUFFER) ELEVATION
1/16" = 1'-0"



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

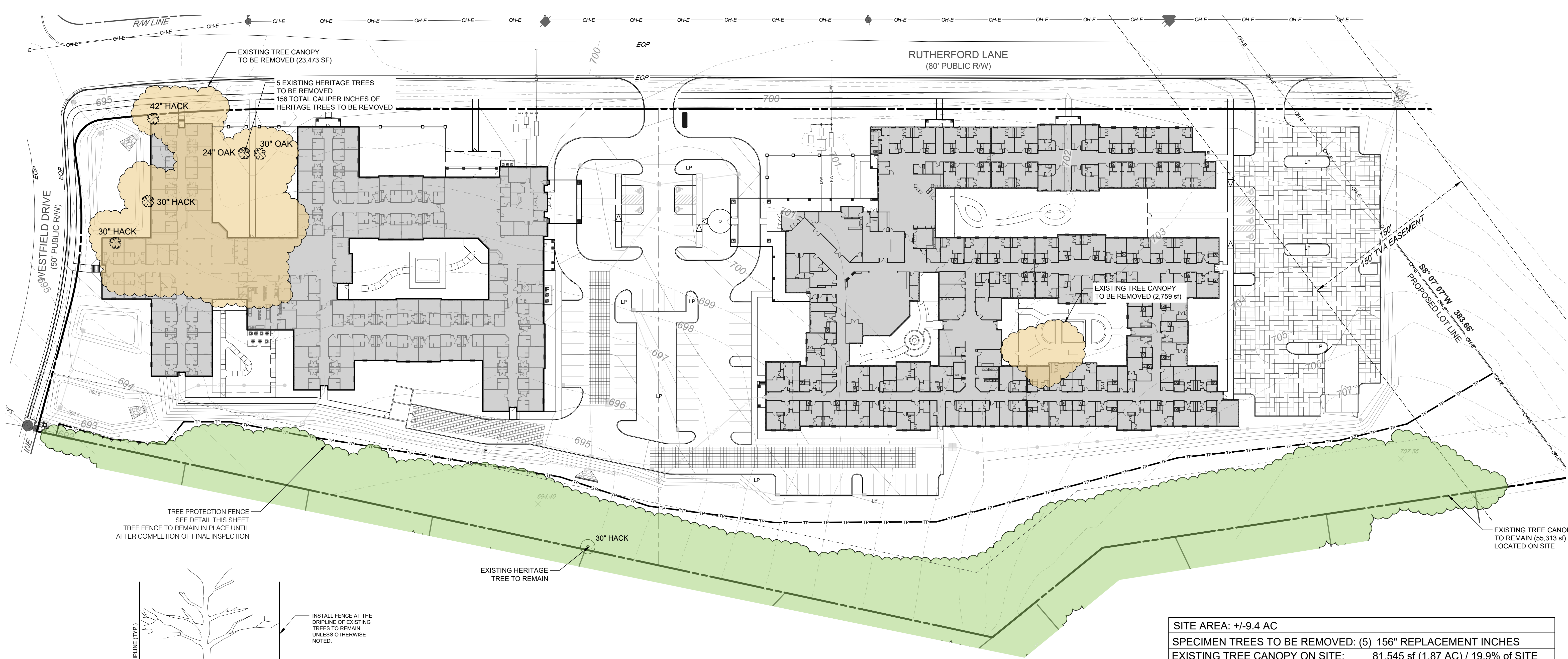


3 PLAN WEST (WESTFIELD) ELEVATION
1/16" = 1'-0"

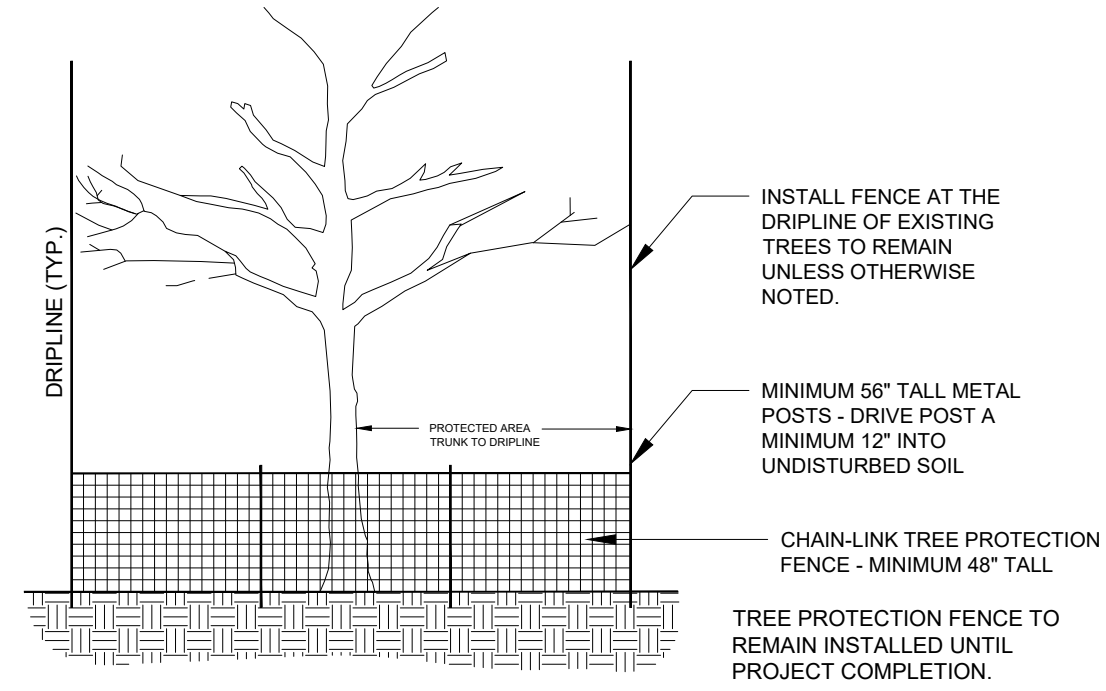


4 PLAN EAST ELEVATION
1/16" = 1'-0"

PROPOSED SITE FOR:
MORNING POINTE
 COLUMBIA, TENNESSEE



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)



CHAIN LINK FENCING TREE PROTECTION

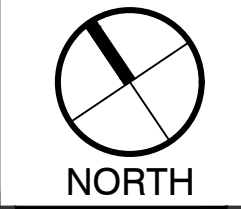
TREE PROTECTION NOTES:

- The tree protection barriers shall be constructed before the issuance of any permits, and shall remain intact throughout the entire period of construction.
- 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.
- 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 pruning to occur prior to grading.
- The storage of building materials or stockpiling shall not be permitted within the limits of or against the protection barriers.
- Trees within the protection barriers must be adequately cared for throughout the construction process (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.
- 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.
- 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.

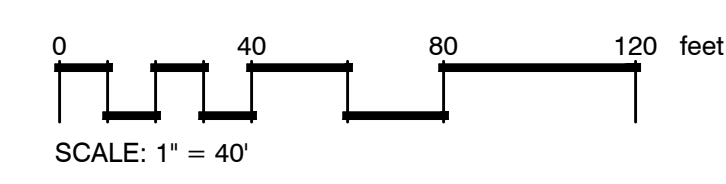


Job # - 25277

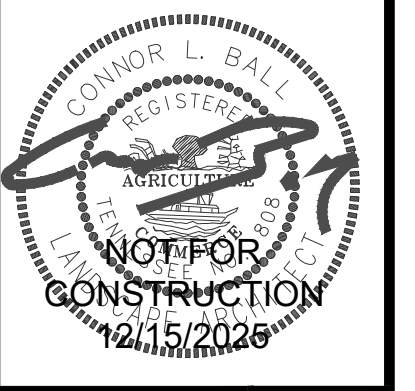
By: cb



L1.0

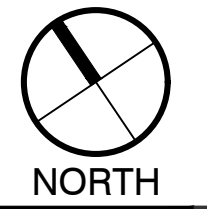


TREE PRESERVATION PLAN



Job # - 25277

By: cb



L1.1



EXISTING TREE CANOPY TO REMAIN
 TREE PROTECTION 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.
 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	Supplemental 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' Ornamental Tree Mix of Cherry, Redbud, Dogwood, etc.	B + B	2.5" Cal	Per ANSI
STREET TREES					
	6	Summer Red Red Maple / Acer rubrum 'HO5R' 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, 4 ornamental grasses layered to enhance the aesthetics of the building.	Vanes		



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.

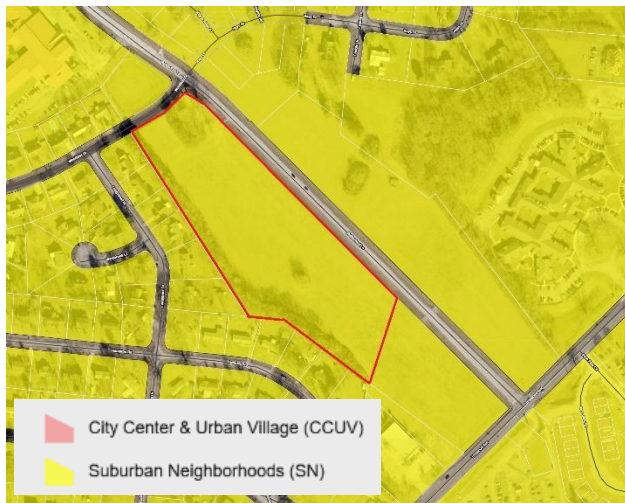


SITE INFORMATION

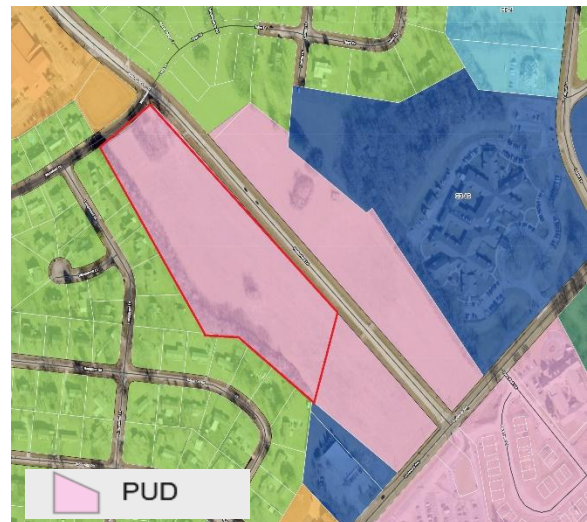
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD-MU	Vacant Land	Assisted Living Facility	+ /- 9.4 acres



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.

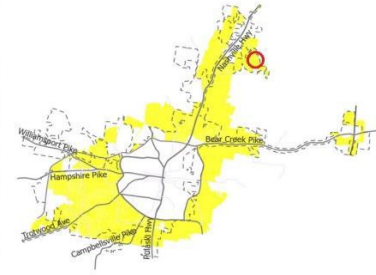
Land Use Considerations

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 acre): 4 - 24 du/ac
- Building Height: 1 - 4 stories
- Open Space Elements: Civic Spaces, Parks & Greenways

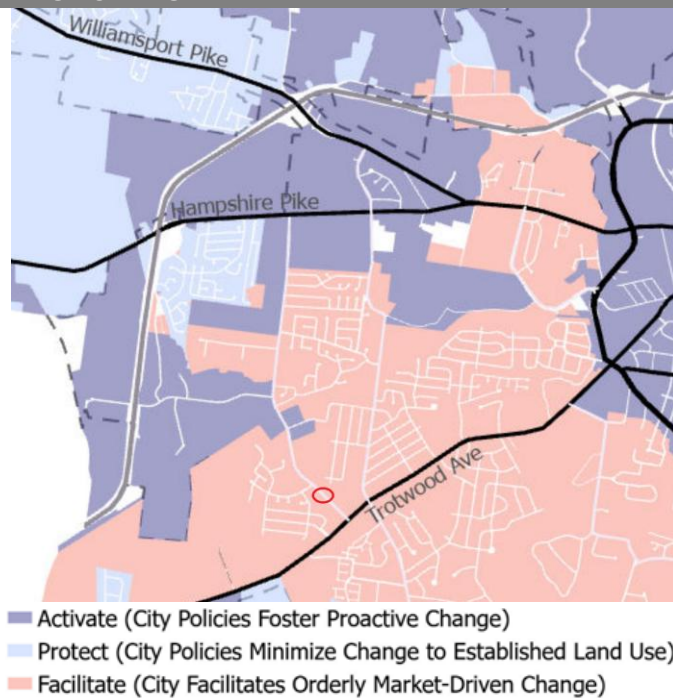


Suburban Neighborhoods: This requested Site Development Plan is located within the Suburban Neighborhoods Future Land Use. The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. 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 policy as this proposed long-term health care facility includes an additional sidewalk along the frontage of Rutherford Lane and Westwood drive that further 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 driven 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 <i>*Subject to adjacent uses in PUD MU per Planning Commission</i>	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-shopfront 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 soldier 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 (<i>Commercial uses do not have this requirement</i>)
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 Preliminary 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.

MAURY ALLIANCE QUARTERLY UPDATE

COLUMBIA CITY COUNCIL
FEBRUARY 2026



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

ECONOMIC DEVELOPMENT DASHBOARD - FEBRUARY 2026

Active Projects (JAN)



743
POTENTIAL
NEW
JOBS

\$474M
POTENTIAL
CAPITAL
INVESTMENT

Project Breakdown (JAN)

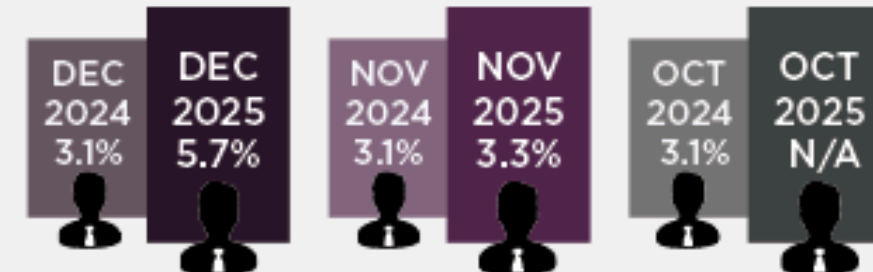


Manufacturing	8
Automotive	2
Business Services	2
Distribution & Logistics	2
Energy	2
Ceramics	1
Food/Beverage	1
Medical Device	1
Production Technology	1

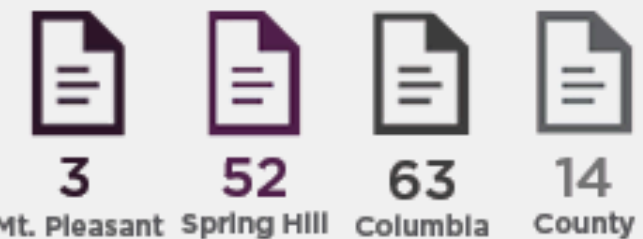
Q3 2025 COST OF LIVING

93.6	Maury County TN	94.4	Charleston SC
99.0	Nashville TN	132.0	Oakland CA
117.9	Chicago IL	109.3	Denver CO
94.0	Atlanta GA	161.4	New York (Brooklyn) NY

UNEMPLOYMENT RATE



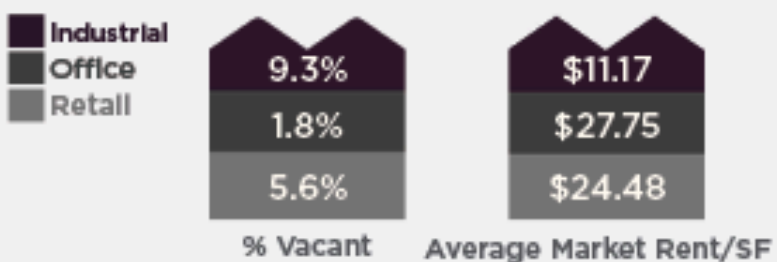
YTD HOUSING PERMITS



CURRENT HOUSING PRICES



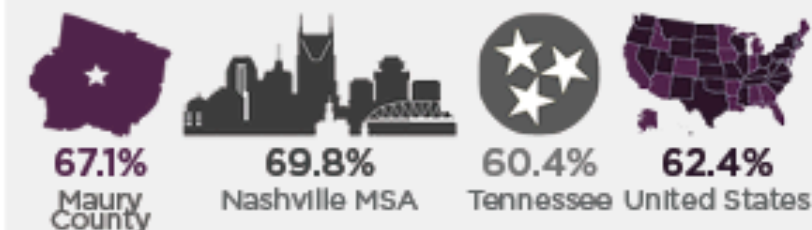
CURRENT VACANCY & RATES (FEB)



Q2 2025 MAURY COUNTY EMPLOYMENT

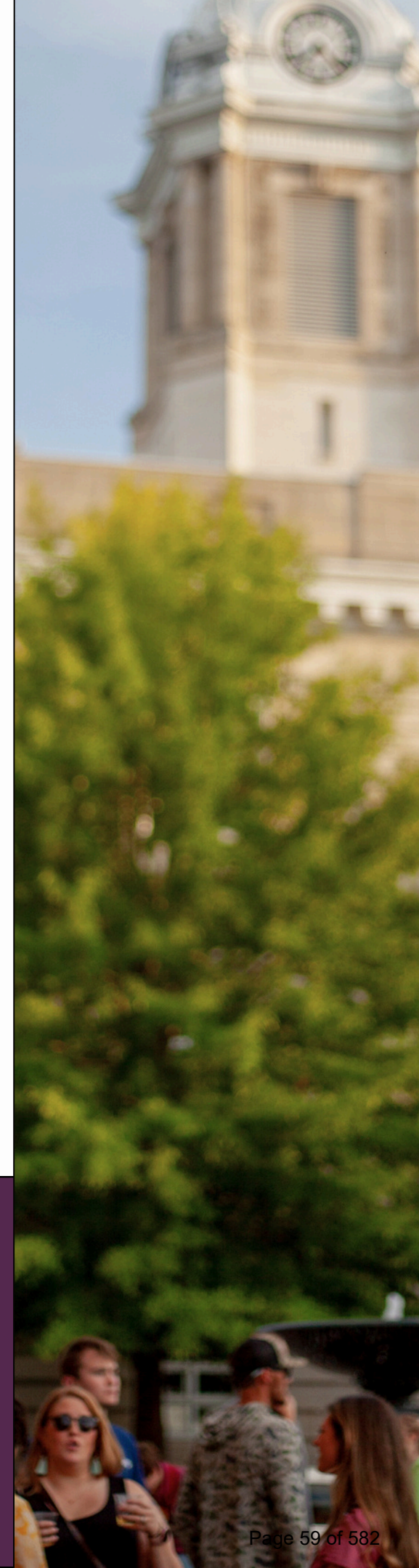


LABOR FORCE PARTICIPATION (NOV)

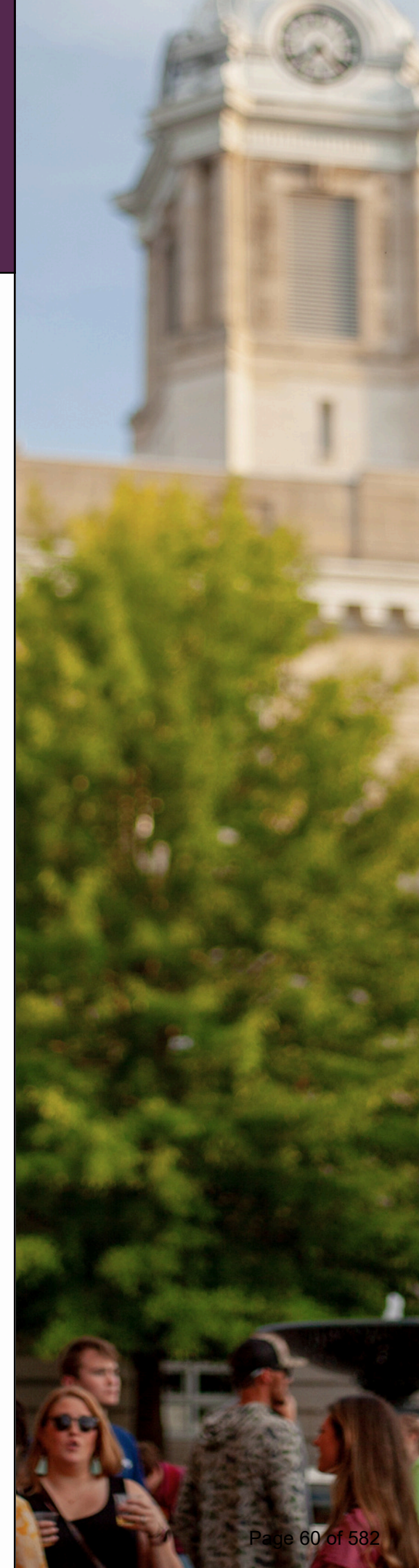


STRATEGIC VISION

The past ten years have been about **growth**. We envision the **next ten years** focused on **targeted community enhancement**. We ask for your support as we tack through the transition. By almost any measure Maury County is **better off today** than it was ten years ago. It is our goal to ensure that the same can be said ten years from now. To **improve the community**, rather than just grow it; the **focus of economic development** efforts will shift from growth toward **engaging in initiatives** which offer unique opportunities for **community enhancement**. Building on the success achieved during the ADVANCE Maury campaign, our goal is to make things **better, not just bigger**.



STRATEGIC FRAMEWORK



UPCOMING SIGNATURE EVENTS



Annual Meeting **NEW DATE!**

Memorial Building • Thursday, March 26th • 5:00PM

Presenting Sponsor



The Farm Bureau Family

Silver Sponsors



Social Hour Sponsors



UPCOMING SIGNATURE EVENTS

February 25, 2026 | 9AM - 11:30AM | First Farmers
901 Nashville Hwy,
Columbia, TN
38401

 MAURY COUNTY
Chamber & Economic Alliance

ALIGN WORKFORCE SUMMIT

Bringing together leaders, educators, and employers to **align** resources, share insights, and build a stronger, future-ready workforce for Maury County.

ALIGN MAURY
Building Tomorrow's Talent Today

MEET OUR SPEAKERS

Danny Nelms Organizational Behavior Scientist & CEO Work Institute	Dewayne Scott Deputy Commissioner TN Department of Labor & Workforce Development
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Use the link below to register



January 8, 2026 - 5:30 PM

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.

January 8, 2026 - 5:30 PM

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.

January 8, 2026 - 5:30 PM

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.

January 8, 2026 - 5:30 PM

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 Kuzawinski, 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

January 8, 2026 - 5:30 PM

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)

January 8, 2026 - 5:30 PM

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

January 8, 2026 - 5:30 PM

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,

January 8, 2026 - 5:30 PM

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.

January 8, 2026 - 5:30 PM

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

<u>FUND</u>	<u>GROSS</u>	<u>TRANSFERS & CD's</u>	<u>PAYROLL TRANSFERS</u>	<u>NET TOTAL</u>
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

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DISBURSEMENT REPORT
FOR THE PERIOD 12/1/2025 - 12/31/2025**

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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

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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

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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

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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

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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

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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

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

POOLED CASH CHECK LISTING

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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

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

POOLED CASH CHECK LISTING

PAGE 8

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:	\$	<u>673,043.30</u>
Total:	\$	4,429,570.58

STATE STREET AID

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>28,195.66</u>
Total:	\$	28,195.66

SANITATION

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

WASTEWATER

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

DRUG

Total Purchase Cards:	\$	-
Total Checks:	\$	<u>444.53</u>
Total:	\$	444.53

INSURANCE

Total Misc. Transfers:	\$	987,027.42
Total Checks:	\$	<u>228,583.71</u>
Total:	\$	1,215,611.13

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

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CAPITAL PROJECTS

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	3,596.50
Total Checks:	\$	<u>154,890.30</u>
Total:	\$	158,486.80

GRANT

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	35,960.50
Total Checks:	\$	<u>597,811.04</u>
Total:	\$	633,771.54

IDB

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>844,430.96</u>
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 \$60,500. 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, and FY 2026 Quarter 2.

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Maury County Finance Department
Statement of Expenditures One Line
September 2025

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Fund : 101 General

Account Number	Account Description	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%

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Maury County Finance Department
Statement of Expenditures One Line
September 2025

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Fund : 101 General

Account Number	Account Description	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%

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Maury County Finance Department
Statement of Expenditures One Line
September 2025

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Fund : 101 General

Account Number	Account Description	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%

Maury County Finance Department
Statement of Expenditures One Line
December 2025

Fund : 101 General

Account Number	Account Description	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%

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Maury County Finance Department
Statement of Expenditures One Line
December 2025

User:
Date/Time:

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Fund : 101 General

Account Number	Account Description	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%

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Maury County Finance Department
Statement of Expenditures One Line
December 2025

User:
Date/Time:

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Fund : 101 General

Account Number	Account Description	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

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

Renewal-Single Payment

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:

Total Invoice: \$578,175.00

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



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.

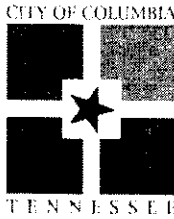
INFORMATION: The Muletown Baseball League is requesting an annual Non-Exclusive Use Permit with the City of Columbia to utilize Fairview Park T-ball fields and the baseball field for the 2026 season for their practices and games.

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.



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 
 Merry Buchanan, President
 Mule Town Baseball League

Date 12/24/25

CITY OF COLUMBIA

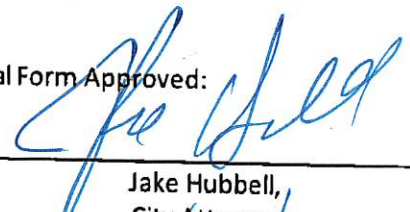
By 
 Mackel Reagan, Director
 Parks & Recreation

Date _____

By _____
 Charles (Chaz) M. Molder,
 Mayor

Date _____

Legal Form Approved:


 Jake Hubbell,
 City Attorney

Date: 1/23/26

By _____
 Thad H. Jablonski,
 City Recorder

Date _____

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 LIABILITY INSURANCE

OP ID: JL

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 INSURER A: PHILADELPHIA INS. COMPANY NAIC # _____ 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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	PHPK2506605	02/23/2026	02/23/2027	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTHER
							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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ACORD 25 (2009/09)

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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-Exclusive Columbia Soccer 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 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.

-1-

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.

-4-

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.

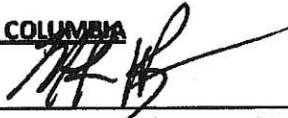
IN WITNESS WHEREOF, the City and the Permittee have caused this Permit to be executed, effective the date first above written, by their duly authorized agents.

PERMITTEE

By 
 Crystal Barker, President
 Columbia Soccer Association

Date 1/20/26

CITY OF COLUMBIA

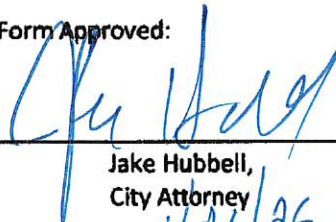
By 
 Mackel Reagan, Director
 Columbia Parks & Recreation

Date _____

By _____
 Charles (Chaz) M. Molder,
 Mayor

Date _____

Legal Form Approved:


 Jake Hubbell,
 City Attorney

Date: 1/26/26

By _____
 Thad H. Jablonski,
 City Recorder

Date _____

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 LIC #40568248 Player's Health Cover USA Inc. Lifetime Work Edina 200 Southdale Center Edina MN 55435		CONTACT NAME: PHONE (A/G. No. Ext): 612-345-9683 FAX (A/G. No): E-MAIL: certificates@playershealth.com ADDRESS:	
INSURED Tennessee State Soccer Association 237 Castlewood Drive, Suite H Murfreesboro TN 37129		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: Great American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10120 16691

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: PER EVENT	Y	GCN0012458-251	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PARTICIPANT LEGAL LIAB \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		GCN0012458-251	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED RETENTION \$ 0		25QS1179	8/1/2025	8/1/2026	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER 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**CANCELLATION**

City of Columbia 700 North 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
--	---

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ACORD 25 (2016/03)

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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.

POLICY NUMBER: GCN0012458-251

COMMERCIAL GENERAL LIABILITY
ECG 24 522 04 02

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.

ECG 24 522 04 02

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Page 1 of 1

INSURED COPY

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.



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.



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.

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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

Columbia Girls Fast Pitch Association
c/o April Watson, President
P.O. Box 8153
Columbia, TN 38402
Phone: (931) 374-8993

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 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.

6

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 _____

Legal Form Approved:
Jake Hubbell
Jake Hubbell,
City Attorney
Date 1/26/26

By _____
Thad H. Jablonski,
City Recorder
Date _____

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 Chappell Insurance 4335 Cox Rd, Ste 4335 Glen Allen, VA, 23060	CONTACT NAME: Daryl Chappell		
	PHONE (A/C, No, Ext): 804-733-2020	FAX (A/C, No): 804-591-1603	
	E-MAIL ADDRESS: support@chappellinsurance.com		
INSURED Columbia Girls Fast Pitch 1618 London Drive Columbia, TN 38401 (6) Teams in Columbia Girls Fast Pitchgroup	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: SiriusPoint America Insurance Company		38776
	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.

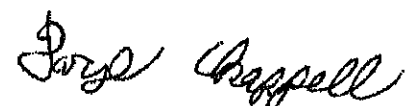
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PLH03GL00000691	01/01/2026	01/01/2027	EACH OCCURRENCE	\$ 2,000,000
							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	
	EACH OCCURRENCE						\$	
AGGREGATE	\$							
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:								
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED			SRPO188416-00	01/01/2026	01/01/2027	EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION						AGGREGATE \$ \$	
	PARTICIPANT ACCIDENT						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 

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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

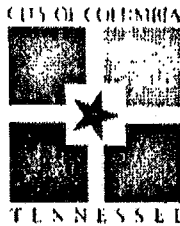
RECOMMENDATION: Approve.

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

Legal Form Approved:
Jake Hubbell
 Jake Hubbell,
 City Attorney
 Date: 1/30/25

CITY OF COLUMBIA

By Mackel Reagan
 Mackel Reagan, Director
 Parks & Recreation
 Date _____

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

By _____
 Thad H. Jablonski,
 City Recorder
 Date _____

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 800 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:		INSURERS AFFORDING COVERAGE:
USA Swimming, Inc. 1 Olympic Plaza Colorado Springs CO 80909	Excel Aquatics 920 Heritage Way Brentwood TN 37027	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		
<input checked="" type="checkbox"/> Occurrence	1-RSL-CO-17-01538839-01	1/1/2026 12:01 AM 1/1/2027 12:01 AM General Aggregate (Policy Aggregate Cap) \$20,000,000
<input checked="" type="checkbox"/> Participant Legal Liability		General Aggregate (Per Event) \$4,000,000
<input checked="" type="checkbox"/> Sexual Abuse & Molestation		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		
<input checked="" type="checkbox"/> Occurrence	1-RSL-CO-17-01538840-01	1/1/2026 12:01 AM 1/1/2027 12:01 AM Each Occurrence \$3,000,000
		Aggregate \$3,000,000
B PARTICIPANT ACCIDENT		
<input checked="" type="checkbox"/> 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 09 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:		NOTICE OF CANCELLATION:
City of Columbia Tennessee 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:
		



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

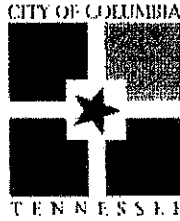
RECOMMENDATION: Approve.

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

Columbia American Little League
Chase Dale, President
2387 Culleoka Hwy
Culleoka, TN 38451
Phone: (931) 638-9293 cdale019@gmail.com

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.
- 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.

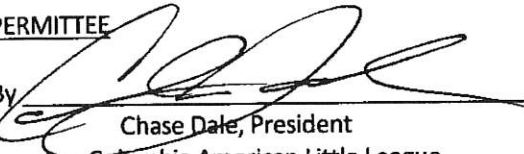
- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.

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:

1/23/26

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.

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:

ADDITIONAL NAMED INSURED:

COLUMBIA AMERICAN LL
2387 Culleoka Highway
Culleoka, TN 38451

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

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				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	CONTINUITY DATE	
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION		POLICY INCEPTION	POLICY INCEPTION	
	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	MKLM71M0056260	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:

- 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
- 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
1216 Manor Drive, Suite 208
Mechanicsburg, PA 17055

CERTIFICATE #: 3420301-2028-1

3 42 08

INSURERS AFFORDING COVERAGE:

ADDITIONAL NAMED INSURED:

COLUMBIA AMERICAN LL
2387 Culleoka Highway
Culleoka, TN 38451

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

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* SUBJECT TO \$6,000,000 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	UST030867260	01/01/2026	01/01/2027	EACH OCCURRENCE	\$2,000,000
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X INCL PARTICIPANTS				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	CONTINUITY DATE
			REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION		POLICY INCEPTION	POLICY INCEPTION
		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	UST030898260	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:

- 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
- 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:

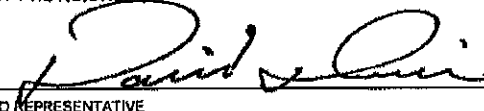
City of Columbia
700 North Garden Street
Columbia, TN 38401

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 Keystone Risk Managers, LLC 1215 Manor Drive Suite 208 Mechanicsburg PA 17055	CONTACT NAME: David Irwin PHONE (A/C No. Ext): (570) 473-2150 E-MAIL ADDRESS: Dirwin@KeystoneInsrp.com	FAX (A/C No.): (570) 473-2151
	INSURER(S) AFFORDING COVERAGE	
INSURED Little League Baseball Risk Purchasing Group, Incorporated COLUMBIA AMERICAN LL 2387 Culleoka Highway Culleoka TN 38451	INSURER A: Interstate Fire & Casualty Company	NAIC # 22829
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per League	X	X	UST030987260	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SEXUAL ABUSE OCC/AGG \$ 1M/\$1M
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> 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**CANCELLATION**

City of Columbia 700 North 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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

<p>Name Of Additional Insured Person(s) Or City of Columbia 700 North Garden Street Columbia, TN 38401</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

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.

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.



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)



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:
City of Columbia, Tennessee
 Client Name

 Signer's Name (Typed or Printed)

Agreed to:
Lose Design
 Lose & Associates, Inc., dba Lose Design

 Lee Davidson
 Signer's Name (Typed or Printed)

BY: _____
 Authorized Signature

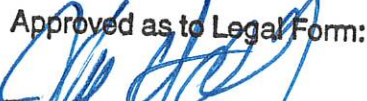
BY: _____
 Authorized Signature

Date: _____

Date: _____

Title: _____

Title: Executive Vice President

Approved as to Legal Form:


 Jake Hubbell, City Attorney



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.



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

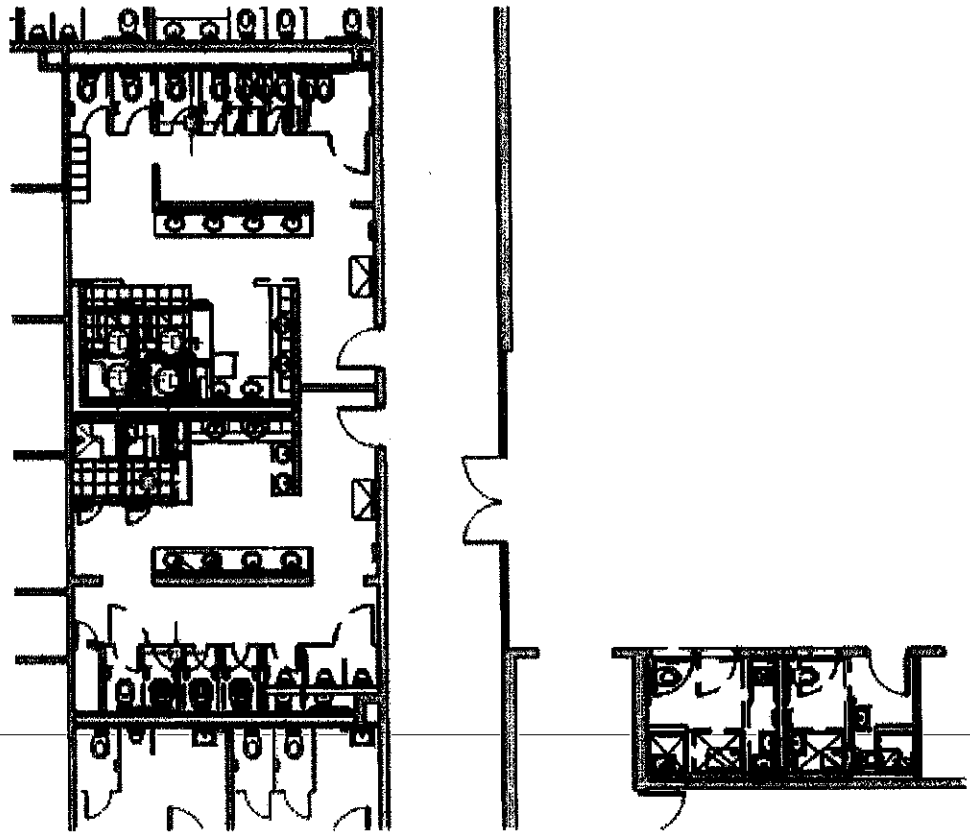
Consultants' Services	cost + 10%
Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

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.

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.



Add-On Quote

Customer Name: City of Columbia
Billing Address: 700 N Garden St
 Columbia, TN 38401
Subscription Start: January 31, 2026
Initial Term: 5 months
Annual Subscription: \$ 1,500.00

Quote Number: 1545132000583883479
Prepared By: Eric Bambard
Valid Until: March 31, 2026

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

City of Columbia

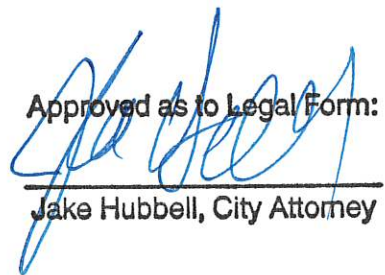
By: _____
(Signature)
Name: _____
Title: _____
Date: _____

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



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").

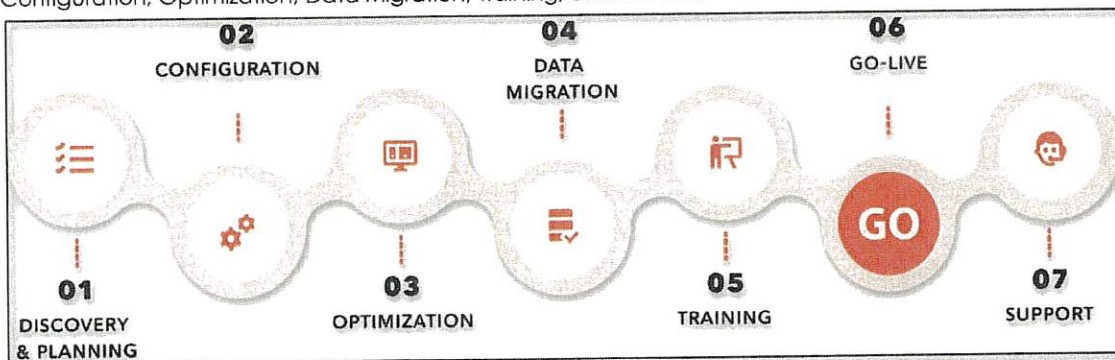
1.2 Scope

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

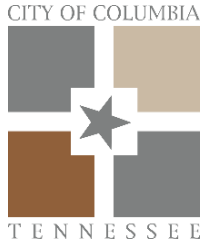
RECOMMENDATION: Approve release of remaining surety bond.

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



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, 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

Surety Guarantee

DATE: March 7, 2019 – renewing the dates.

EXPIRATION DATE: March 7, 2021

TO: CITY OF COLUMBIA
700 NORTH GARDEN STREET
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



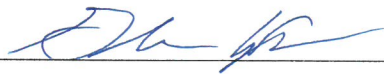
DEVELOPER

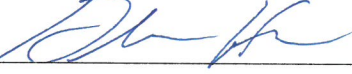


TITLE



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ATTEST:


ATTEST:


CITY ENGINEER

TITLE

CITY ENGINEER

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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.



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



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



Accepted for

The City of Columbia by,

(Signature)

(Printed name)

____/____/____

Accepted for QMS by,

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 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.

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	Pension Contributions														Ending Balance
	Interest & Dividends	Refunds	Jefferson Standard	City	Employee	Total	Supplies	Other Services	Actuarial Services	First Farmers Fees	Audit	Lump Sum Refunds	Regular Monthly Pension Benefits	Temporary Supplement	
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	\$ 148,835.64	\$ 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		Refunds	Blue Cross/Blue Shield Insurance			Clinic Costs	Aetna Part "D"	Ins reimb	Actuary	First Farmers	Audit Exp. transferred from Regions	Supplies (385.67)	Ending Balance
	Contributions	Interest, etc.		Post-65	Pre-65	Total								
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	23,773.35	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



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You can download a copy of this quote during checkout.

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Quote Name:	Quote 1 for Feb. Bulk Purchase/Refresh	Sales Rep	Andrew Lindberg
Quote No. Total	3000198625540.1	Phone	1(800) 4563355, 6178586
Customer #	7033611	Email	A.Lindberg@dell.com
Quoted On	Jan. 30, 2026	Billing To	JONATHAN STOTLER
Expires by	Feb. 13, 2026		CITY OF COLUMBIA
	OMNIA-National		700 N GARDEN ST
Contract Name	Cooperative Purchasing Alliance (NCPA)		COLUMBIA, TN 38401-3224
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	Shipping Method
KANE PIGG CITY OF COLUMBIA 700 N GARDEN ST COLUMBIA, TN 38401-3224 (931) 560-1500	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.



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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 Cushion	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
\$1,073.67	20	\$21,473.40

Dell Pro Slim QCS1250

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 (Philippine/TH/US)	450-AAOJ	-	20	-
Documentation	340-DNBV	-	20	-
Watch Dog SRV	379-BFYR	-	20	-
Quick Start Guide	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
\$2,140.97	1	\$2,140.97

Dell Pro Max Tower T2 FCT2250

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-AHJU	-	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-BKWY	-	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 (Philippine/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-FJVV	-	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
		\$1,402.03	113	\$158,429.39

Dell Pro 13 Plus PB13250

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
\$1,515.32	13	\$19,699.16

Dell Latitude 7350 Detachable

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
\$153.56	13	\$1,996.28

Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English

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
		\$274.99	7	\$1,924.93

Dell Pro Thunderbolt 4 Smart Dock SD25TB4

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
		\$153.04	26	\$3,979.04

Dell Pro 27 Plus Monitor - P2725H

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	-
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Unit Price	Quantity	Subtotal
\$670.78	2	\$1,341.56

Dell UltraSharp 32 4K Thunderbolt Hub Monitor - U3225QE

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
		\$32.90	33	\$1,085.70

Dell Monitor Slim Soundbar - SB521A

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/offeringsspecificterms ("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: N/A

ATTACHMENTS: Staff Report Reimbursement Agreement, J.R. Wauford & Company Agreement, and Exhibit A.

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 Doad

CITY OF SPRING HILL, TENNESSEE

By: *[Signature]*
MATT FITTERER, Mayor

CITY OF COLUMBIA, TENNESSEE

By: _____
CHAZ MOLDER, Mayor

Approved as to Legal Form:

[Signature]
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 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 notwithstanding 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.

OWNER:


CITY OF COLUMBIA, TENNESSEE

BY: 

Gregory Davenport, P.E.
President

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

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 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 notwithstanding 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.

OWNER:

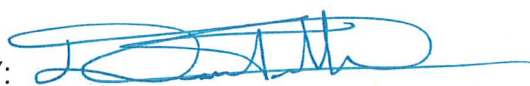
CITY OF COLUMBIA, TENNESSEE

BY: 

Gregory Davenport, P.E.
President

BY: _____
Charles (Chaz) M. Molder
Mayor

ATTEST:

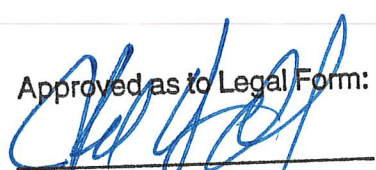
BY: 

Daniel G. Tribble, P.E.
Group Leader

ATTEST:

BY: _____
Thad H. Jablonski
City Recorder

Attachments:
Attachment No. 1: Standard Charges

Approved as to Legal Form:


Jake Hubbell, City Attorney

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

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

AGENDA ITEM TITLE: APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND STEELHEAD BUILDING GROUP IN THE AMOUNT OF \$1,463,805.00 TO COMPLETE THE RIDLEY PICKLEBALL COMPLEX ADDITION AT RIDLEY SPORTS COMPLEX AND WOODLAND PARK TENNIS COURT RENOVATIONS.

RECOMMENDATION: Approve.

INFORMATION: Bids were opened on January 21, 2026, with Steelhead Building Group submitting the lowest bid for the project to complete the pickleball complex addition at Ridley Sports Complex and the Woodland Park Tennis Court renovations for \$1,463,805.00.

CERTIFICATION: The Chief Financial Officer certifies that \$1,145,648 and \$318,157 are budgeted and unencumbered in Capital - Parks - Ridley - Parks Facilities and Capital - Parks - Admin - Parks Facilities, respectively.

ATTACHMENTS: Staff Report, Bid tab, Recommendation letter, Steelhead Building Group agreement with general conditions, performance and payment bond, supplementary conditions.

 **AIA[®] Document A101[®] – 2017****Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the Twelfth day of February in the year Two Thousand Twenty-Six
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

City of Columbia
700 N. Garden Street
Columbia, TN 38401
(931) 560-1500

and the Contractor:
(*Name, legal status, address and other information*)

Steelhead Building Group, LLC
105 Westpark Drive, Suite 180
Brentwood, TN 37027

for the following Project:
(*Name, location and detailed description*)

Ridley Park Pickleball Complex Addition
6148 Trotwood Avenue
Columbia, TN 38401

The City of Columbia is seeking bids to provide a pickleball complex addition to Ridley Park. Base scope includes all materials, equipment, and labor for construction of a twelve (12) pickleball court complex, which includes (but is not limited to) site clearing and grubbing, layout, erosion control, earthwork, post-tensioned and standard concrete paving, storm sewer infrastructure, fencing and gates, pickleball court equipment, site furnishings, landscaping, irrigation and other trades/products as detailed in the bid document plans and specifications.

The Architect:
(*Name, legal status, address and other information*)

Lose Design
2809 Foster Avenue
Nashville, TN 3721
(615) 242-0040

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than One Hundred Fifty (150) calendar days from the date of commencement of the Work.
- By the following date:

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User Notes:

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Million Four Hundred and Sixty-Three Thousand Eight Hundred Five Dollars and Zero Cents (\$ 1,463,805.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item - Alternate 3A	Price - \$318,157.00 (included in the total Contract Sum noted above)
---------------------	---

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
-------------	--------------	----------------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Locating Underground Utilities	\$3,000 (included in the total Contract Sum noted above)

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Excavation and removal of unsatisfactory material and replacement with crushed stone	Cubic yard	\$88.00
Excavation and removal of unsatisfactory material and replacement with earth fill	Cubic yard	\$50.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$1,000 per calendar day

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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User Notes:

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§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Application for Payment shall be submitted by the 25th of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fourteen (14) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5) %

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: *(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- [] Litigation in a court of competent jurisdiction
- [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing

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to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

City of Columbia
700 N. Garden Street
Columbia, TN 38401
(931) 560-1500

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

James Pollard, Principal
Steelhead Building Group, LLC
105 Westpark Drive, Suite 180
Brentwood, TN 37027
(615) 667-0086
jpollard@steelheadbg.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

RIDLEY PARK

- C0.00 COVER - 12/17/2025
- C0.01 GENERAL NOTES - 12/17/2025
- C0.20 DEMOLITION PLAN - 12/17/2025
- C1.00 LAYOUT & MATERIALS PLAN - 12/17/2025
- C1.80 SITE DETAILS - 12/17/2025
- C1.82 SITE DETAILS - 12/17/2025
- C1.83 SITE DETAILS - 12/17/2025
- C1.84 SITE DETAILS - 12/17/2025
- C2.00 GRADING PLAN - 12/17/2025
- C2.60 PIPE CHART - 12/17/2025
- C2.80 GRADING DETAILS - 12/17/2025
- C3.00 EPSC PLAN PHASE 1 - 12/17/2025
- C3.20 EPSC PLAN PHASE 2 - 12/17/2025
- C3.40 EPSC PLAN PHASE 3 - 12/17/2025
- C3.80 EPSC DETAILS - 12/17/2025
- C3.81 EPSC DETAILS - 12/17/2025
- L1.00 LANDSCAPE PLAN - 12/17/2025
- L2.00 IRRIGATION PLAN - 12/17/2025
- L2.80 NOTES & SCHEDULES - 12/17/2025

WOODLAND PARK

- C0.00 COVER - 12/17/2025
- C0.02 EXISTING CONDITIONS - 12/17/2025
- C0.20 DEMOLITION PLAN - 12/17/2025
- C1.00 SITE LAYOUT - 12/17/2025
- C1.80 SITE DETAILS - 12/17/2025
- L1.00 LANDSCAPE PLAN - 12/17/2025

.6 Specifications

- 01 10 00 SUMMARY - 12/17/2025 - 4 pages
- 01 22 13 UNIT PRICES - 12/17/2025 - 2 pages
- 01 23 00 ALTERNATES - 12/17/2025 - 2 pages
- 01 24 00 WEATHER DELAYS - 12/17/2025 - 2 pages
- 01 25 00 SUBSTITUTION PROCEDURES - 12/17/2025 - 3 pages
- 01 26 00 CONTRACT MODIFICATION PROCEDURES - 12/17/2025 - 2 pages
- 01 29 00 PAYMENT PROCEDURES - 12/17/2025 - 6 pages
- 01 31 00 PROJECT MANAGEMENT AND COORDINATION - 12/17/2025 - 6 pages
- 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION - 12/17/2025 - 10 pages
- 01 33 00 SUBMITTAL PROCEDURES - 12/17/2025 - 10 pages
- 01 40 00 QUALITY REQUIREMENTS - 12/17/2025 - 8 pages
- 01 60 00 PRODUCT REQUIREMENTS - 12/17/2025 - 8 pages
- 01 73 00 EXECUTION - 12/17/2025 - 8 pages

- 01 74 19 CONSTRUCTION WASTE MANAGEMENT - 12/17/2025 - 4 pages
- 01 77 00 CLOSEOUT PROCEDURES - 12/17/2025 - 4 pages
- 01 78 23 OPERATION AND MAINTENANCE DATA - 12/17/2025 - 8 pages
- 01 78 39 PROJECT RECORD DOCUMENTS - 12/17/2025 - 4 pages
- 02 41 16 DEMOLITION - 12/17/2025 - 6 pages
- 03 38 00 POST-TENSIONED CONCRETE - 12/17/2025 - 8 pages
- 31 10 00 SITE CLEARING - 12/17/2025 - 4 pages
- 31 20 00 EARTH MOVING - 12/17/2025 - 10 pages
- 31 23 19 DEWATERING - 12/17/2025 - 2 pages
- 31 31 16 TERMITE CONTROL - 12/17/2025 - 6 pages
- 32 13 13 CONCRETE PAVING - 12/17/2025 - 10 pages
- 32 13 73 CONCRETE PAVING JOINT SEALANTS - 12/17/2025 - 4 pages
- 32 17 23 PAVEMENT MARKINGS - 12/17/2025 - 2 pages
- 32 18 23 COURT SURFACING - 12/17/2025 - 4 pages
- 32 31 13 CHAIN LINK FENCES AND GATES - 12/17/2025 - 8 pages
- 32 33 00 SITE FURNISHINGS - 12/17/2025 - 2 pages
- 32 92 00 TURF AND GRASSES - 12/17/2025 - 8 pages
- 33 41 00 STORM DRAINAGE - 12/17/2025 - 8 pages

.7 Addenda, if any:

Number	Date	Pages
1		1
2		1
3		1
4		1
5		1
6		1
7		3
8		1
9		1
10		1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions	Supplementary Conditions	12/17/2025	14

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal

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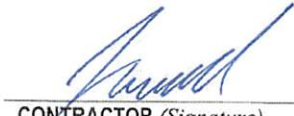
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requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

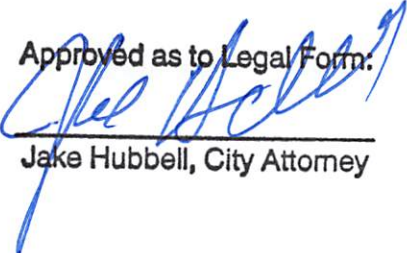
James Pollard, Principal

(Printed name and title)

Attested By:

Thad H. Jablonski, City Recorder

Approved as to Legal Form:



Jake Hubbell, City Attorney

Attested By:

Tina H. Jablonski, City Recorder

Approved as to Legal Form:

Jane Hubbard, City Attorney



General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Ridley Park Pickleball Complex Addition
6148 Trotwood Avenue
Columbia, TN 38401

THE OWNER:

(Name, legal status and address)

Parks & Recreation, City of Columbia
700 N. Garden Street
Columbia, TN 38401

THE ARCHITECT:

(Name, legal status and address)

Lose Design
2809 Foster Avenue
Nashville, TN 3721

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- 2 OWNER
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- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others

whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to

fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner

may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially

similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA[®] Document A201[®] – 2017

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Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

Ridley Park Pickleball Complex Addition

6148 Trotwood Avenue
Columbia, TN 38401

Parks & Recreation, City of Columbia

700 N. Garden Street
Columbia, TN 38401

Lose Design

2809 Foster Avenue
Nashville, TN 3721

Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:56:31 MST on 02/02/2026 under Order No. 20250125134 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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 **AIA**® Document A312® – 2010

Payment Bond

Bond No: 9326846

CONTRACTOR:

(Name, legal status and address)

Steelhead Building Group, LLC
105 Westpark Drive, Suite 180
Brentwood, TN 37027

OWNER:

(Name, legal status and address)
Parks & Recreation, City of Columbia
700 N. Garden Street
Columbia, TN 38401
(931) 560-1500

SURETY:

(Name, legal status and principal place of business)

ADDITIONS AND DELETIONS:

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: 02-12-2026

Amount: \$ 1463805.00

Description:

(Name and location)

Ridley Park Pickleball Complex Addition
6148 Trotwood Avenue
Columbia, TN 38401

BOND

Date: 02/12/2026

(Not earlier than Construction Contract Date)

02-12-2026

Amount: \$ 1463805.00

Modifications to this Bond: None

Company: *(Corporate seal)*

Company: *(Corporate seal)*

Steelhead Building Group, LLC

Fidelity and Deposit Company of Maryland

CONTRACTOR AS PRINCIPAL

(Signature)

(Printed name and title)

James Pollard
Principal

SURETY (Signature)

(Printed name and title)

Thomas W. Powell, Jr.
Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

FCB International Mid-South
3011 Armory Drive, Suite 250
Nashville, TN 37204

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under

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this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

 **AIA**® Document A312® – 2010

Performance Bond

Bond No: 9326846

CONTRACTOR:

(Name, legal status and address)

Steelhead Building Group, LLC
105 Westpark Drive, Suite 180
Brentwood, TN 37027

OWNER:

(Name, legal status and address)
Parks & Recreation, City of Columbia
700 N. Garden Street
Columbia, TN 38401
(931) 560-150

SURETY:

(Name, legal status and principal place of business)

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: 02-12-2026
Amount: \$ 1463805.00
Description:
(Name and location)
Ridley Park Pickleball Complex Addition
6148 Trotwood Avenue
Columbia, TN 38401

BOND

Date: 2/12/2026
(Not earlier than Construction Contract Date)
02-12-2026
Amount: \$ 1,463,805.00
Modifications to this Bond: None

Company: *(Corporate seal)*

Company: *(Corporate seal)*

Steelhead Building Group, LLC
CONTRACTOR AS PRINCIPAL

(Signature)

(Printed name and title)

James Pollard
Principal

(Any additional signatures appear on the last page of this Performance Bond)

Fidelity and Deposit Company of Maryland
SURETY *(Signature)*

(Signature)

(Printed name and title)

Thomas W. Powell, Jr.
Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
HUB International Mid-South
3011 Armory Drive, Suite 250
Nashville, TN 37204 (615)383-9761

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

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- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY
 COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Thomas W. POWELL JR., Kathryn GEEGAN, Evers MILLER, Jeffrey G. CORVIN, Cooper L. JONES and James Patrick MCCOIN, all of Nashville, Tennessee**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of April, A.D. 2020.



**ATTEST:
 ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
 Vice President

By: *Dawn E. Brown*
 Secretary

**State of Maryland
 County of Baltimore**

On this 10th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
 My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By- Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of February, 2026.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



January 30, 2026

Mr. Mackel Reagan
Director, Parks & Recreation
City of Columbia
700 N. Garden Street
Columbia, TN 38401

RE: Ridley Park Pickleball Complex Addition & Woodland Park Tennis Court Renovation Bid Recommendation

Mr. Reagan,

Lose Design respectfully submits this letter to formally recommend the award of the Ridley Park Pickleball Complex Addition and Woodland Park Tennis Court Renovation to Steelhead Building Group, LLC.

Following a thorough and impartial review of all bids received in response to the solicitation (8 total, opened on January 21, 2026), Steelhead was determined to be lowest bidder for the combined Base Bid and Alternate #3A. These bid values consisted of:

BASE BID –	\$ 1,145,648.00
ALTERNATE 3A –	\$ 318,157.00
TOTAL –	\$ 1,463,805.00

We find that awarding the contract to Steelhead is in the best interest of the City of Columbia, as their proposal complies with all applicable requirements and represents the best overall value while meeting all contractual, technical, and regulatory standards.

Please feel free to contact us if additional information or clarification is required.

Sincerely,

Bram Barth, Vice President
Lose Design



BID TABULATION

Invitation to Bid: Ridley Pickleball Complex Addition
Bid Opening: 01/21/2026

Vendor	Lump Sum Base Bid for Pickleball Complex	Alternate No. 1	Alternate No. 2	Alternate No. 3A	Unit Price item 1	Unit Price item 2	Total
Hannah Building Group 7516 Hwy 705, Suite 100 Nashville, TN 37221	1,129,614.00	149,709.00	(47,910.00)	407,153.00	57,500.00	47,500.00	1,743,566.00
Steelhead Building Group, LLC 105 Westpark Dr, Suite 180 Brentwood, TN 37027	1,145,648.00	172,360.00	(62,669.00)	318,157.00	44,000.00	25,000.00	1,642,496.00
Fuel Tank Maintenance Company, LLC 240 Mill Drive Cookeville, TN 38501	1,333,000.00	178,000.00	(32,000.00)	424,000.00	44,000.00	33,000.00	1,980,000.00
Baron Construction, LLC 101 Westpark Dr. #320 Brentwood, TN 37027	1,470,000.00	232,800.00	(34,500.00)	471,000.00	54,000.00	44,000.00	2,237,300.00
Drakes Creek Builders, LLC 190 D Saundersville Rd Henersonville, TN 37075	1,498,618.83	155,881.60	(105,047.00)	446,141.78	15,125.00	9,075.00	2,019,795.21
Byrne & Jones Construction 7616 Drag Strip Rd Fairview, TN 37062	1,515,000.00	235,000.00	(110,000.00)	480,000.00	37,500.00	27,500.00	2,185,000.00
Orion Building Corporation 9025 Overlook Blvd., Suite 100 Brentwood, TN 37027	1,570,520.00	263,800.00	1,535,075.00	510,920.00	47,500.00	47,500.00	3,975,315.00
FieldTurf U.S.A. 903 N Opdyke Road, Suite A1 Auburn Hills, MI 48326	1,889,265.00	279,405.00	-	651,809.00	78,750.00	68,250.00	2,967,479.00

This is a tabulation of all bids received.

Regina Connelly, Purchasing Agent

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where any article of the General Conditions is modified or any paragraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS

1.1.9 Other definitions.

- 1.1.9.1 The term "product" as used in these Supplementary Conditions includes materials, systems and equipment.
- 1.1.9.2 The term "or equal" as used in these Supplementary Conditions means "or an equal approved by the Architect."
- 1.1.9.3 The term "provide" as used in these Supplementary Conditions means "furnish and install."
- 1.1.9.4 Wherever technical standards, such as (but not limited to) ASTM, are referenced in the specifications, it shall mean the standards current on the date the Contract Agreement is finalized, unless otherwise noted.

ADD THE FOLLOWING PARAGRAPH 1.2.4

- 1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
1. The Agreement.
 2. Addenda, with those of later date having precedence over those of earlier date.
 3. The Supplementary Conditions.
 4. The General Conditions of the Contract for Construction.
 5. Drawings and Specifications.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

ARTICLE 2: OWNER

ADD THE FOLLOWING PARAGRAPH 2.2.5

- 2.2.5 The Contractor shall be supplied with one (1) copy of technical specifications and construction documents for execution of work. Additional hardcopies will be obtained at the Contractor's expense.

ARTICLE 3: CONTRACTOR

ADD THE FOLLOWING PARAGRAPHS 3.3.4, 3.3.5, 3.3.6

- 3.3.4 The Contractor shall establish and maintain reference points required for the work. The Contractor shall set batter boards for establishing corners and other key points. The Contractor shall lay out on forms or rough floor the exact locations of partitions, openings, etc., as a guide to all trades. The Contractor shall verify grades, lines, levels, and dimensions indicated on the drawings before commencing work.
- 3.3.5 Lay out construction lines and verify grades. If discrepancies between actual lines and elevations and those indicated on plans exist, the Contractor shall notify the Architect and obtain a decision before starting work.
- 3.3.6 The Contractor shall have the subcontractor who installs them, correct defects in bases, surfaces or substrates on which finishing materials are to be applied, construction is to be added, or equipment is to be mounted.

ADD THE FOLLOWING PARAGRAPHS 3.4.4, 3.4.5 AND 3.4.6

- 3.4.4 After the Contract has been executed, the Owner will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in this paragraph. Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation shall establish standards of quality and style desired. Any reasonable request for substitution will be considered, if in the opinion of the Architect, such materials are equal to the material specified and entirely satisfactory for use in the project. The Architect shall be the sole judge of acceptability of substitution.
- 3.4.5 By making requests for substitutions based on Clause 3.4.4 above, the Contractor:
- a. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - b. Represents that he will provide the same warranty for the substitution that the Contractor would for that specified;
 - c. Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes the Architect's re-design costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - d. Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

- 3.4.6 The Architect will reply in writing to the Contractor stating whether the Owner, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner to reply will constitute notice of non-acceptance. Written acceptance of substitution will not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must comply with such requirements. Any adjustment in contract price will be accurately reflected in the required AIA Document G701 Change Order.

ADD THE FOLLOWING TO PARAGRAPH 3.12.5:

- 3.12.5 Add the following sentence:
- a. Submittals shall be transmitted to the Architect electronically, when feasible. When digital transmission is not possible, the Contractor shall submit no less than three (3) copies of product samples and no less than four (4) copies of shop drawings, product data, brochures or similar submittals.

ADD THE FOLLOWING PARAGRAPH 3.12.11:

- 3.12.11 The Owner and/or Owner's Representative shall not be responsible for correctness of dimensions for design as outlined in 3.12.10.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

ADD THE FOLLOWING TO PARAGRAPH 4.1.1

- 4.1.1 Add the following sentence at the beginning of the paragraph:

The term "Architect" shall be understood to refer to the Principal Designer as listed on the individual drawings and throughout these Contract Documents.

ARTICLE 5: SUBCONTRACTORS

CHANGE PARAGRAPH 5.2.1 AS FOLLOWS

DELETE THE LAST SENTENCE FROM PARAGRAPH 5.2.1 AND ADD THE FOLLOWING CLAUSE:

- 5.2.1 No work shall be commenced until approval of such Subcontractors has been given in writing by the Owner. If required, the Contractor shall furnish evidence satisfactory to the Owner, showing that any or all proposed Subcontractors are competent to execute the various parts of the work covered by their Subcontractors.

ARTICLE 7: CHANGES IN THE WORK

CHANGE PARAGRAPH 7.3.4 AS FOLLOWS

- 7.3.4 In the first sentence, delete the words "an amount for overhead and profit as set forth in the agreement or if no such amount is set forth in the Agreement a reasonable amount" and substitute "an allowance for overhead and profit in accordance with paragraphs 7.3.11 below."

ADD THE FOLLOWING PARAGRAPH 7.3.11:

- 7.3.11 The allowance for the combined overhead and profit, included in the total cost to the Owner, shall be based on the following schedule:
1. For each Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
 2. For the Contractor, for work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
 3. For each Subcontractor or Sub-Subcontractor involved, for Work performed by the Subcontractor's or Sub-Subcontractor's own forces, 10 percent of the cost.
 4. For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractors, 5 percent of the amount due the Sub-Subcontractor.
 5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.8.
 6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization.

ARTICLE 8: TIME

ADD THE FOLLOWING PARAGRAPH 8.3.4

- 8.3.4 Extended overhead profit or damages relating to weather delays will not be allowed. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, the amount specified on the Bid Form, not as a penalty, but as liquidated damages.

ARTICLE 9: PAYMENTS AND COMPLETION

ADD THE FOLLOWING PARAGRAPHS 9.3.1.3, 9.3.1.4 AND 9.3.2.1

- 9.3.1.3 Until the work is substantially complete, the Owner will retain five percent (5%) of the amount due the Contractor on the project. At the Owner's option, retainage may be reduced to two and one half percent (2.5%) when the project is seventy-five percent (75%) complete.
- 9.3.1.4 Concurrent with the Application for Payment, the Contractor shall submit relevant project documentation, including, but not limited to, updated project schedule, site-specific weather data for the period of time indicated on the Application for Payment, invoices for stored materials and deposits paid by the Contractor for material orders, and other deliverables as required by the Owner or the Architect.
- 9.3.2.1 Partial payments will be made monthly on valuation of work done and acceptable materials suitably stored on the site. In the event that the supervising Architect refuses to certify the project as completed at such time as 100% of all of the contract draws have been extended, minus this retainage, then, in that event the Contractor agrees that the Owner may use said retainage to complete the project in accordance with the original contract terms and specifications, with it being clearly understood between the parties that the payment of the retainage account on said contract completion shall in no ways or event release the Contractor from any further liability or obligation to complete the Contract as specified therein.

CHANGE PARAGRAPH 9.4.1 AS FOLLOWS

- 9.4.1 Replace the word "seven" with "within a reasonable amount of time" in the first sentence.

ADD THE FOLLOWING TO PARAGRAPH 9.5.1

- .8 If any claim or lien is made or filed with or against the Owner, the Project or the Premises by any person claiming that the Contractor or any Subcontractor or other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or if the Contractor or any Subcontractor or other person under it causes damages to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Architect shall withhold certification, and the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which the Architect shall deem sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate the Owner for an indemnity if against any and all losses, liability, damages, costs and expenses, including

reasonable attorneys' fees and disbursements, which may be sustained or incurred by the Owner in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If such amount is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the Owner.

- .9 Failure of the Contractor to submit relevant project documentation as described in Section 9.3.1.4.

ADD THE FOLLOWING PARAGRAPH 9.6.9

- 9.6.9 Notwithstanding any other provisions to the contrary, the Owner reserves the right to make payment directly to any Subcontractor of the Contractor (or jointly to the Contractor and Subcontractor) in such amounts as the Owner determines to protect the Owner's interest and the Owner's property from a lien or asserted lien or other claim, and the amount owed the Contractor shall be reduced by the amount of any claim, and the amount owed the Contractor shall be reduced by the amount of any such payment by the Owner. Exercise of this option shall not create any claims or rights by any Subcontractor or other party against the Owner or the Owner's funds. This right may also be exercised through the Owner's title company making such payments.

ADD THE FOLLOWING TO PARAGRAPH 9.8.1

- 9.8.1 ...and when all required occupancy permits have been issued such as but not limited to State Fire Marshall Occupancy Permits, Local Building Occupancy Permits, State Health Agency Occupancy Permit, Local Health Department Permits, and copies of same have been delivered to the Owner.

ADD THE FOLLOWING TO PARAGRAPH 9.8.2

- 9.8.2 The Architect will make only one (1) such inspection to determine Substantial Completion. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$500.00 per person per day plus expenses.

ADD THE FOLLOWING TO PARAGRAPH 9.10.1

- 9.10.1 The Architect will make only one (1) such inspection to determine Final Completion. If this inspection determines that the work is not finally complete, successive inspections requested by the Contractor shall be

charged to the Contractor at a rate of \$500.00 per person per day plus expenses.

ADD THE FOLLOWING PARAGRAPH 9.10.2.1

- 9.10.2.1 Releases of liens shall be furnished by the Contractor on AIA Document G706 or a form approved by the Architect. Subcontractors and materials suppliers lien releases may be provided by the Contractor.

ADD THE FOLLOWING PARAGRAPHS 9.11 TO 9.11.1

- 9.11 Liquidated Damages.
- 9.11.1 The Contractor and the Owner recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 9.8 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Owner an amount of One Thousand dollars (\$1,000.00) for each calendar day that expires after the time specified.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

ADD THE FOLLOWING PARAGRAPHS 10.2.9, 10.2.10, 10.2.11 AND 10.2.12:

- 10.2.9 The Contractor shall protect excavation, trenches, buildings and grounds from water damage of any sort. Furnish necessary equipment to provide this protection during the life of the contract. Construct and maintain necessary temporary drainage to keep excavations free of water.
- 10.2.10 The Contractor shall provide protection for the work against wind, storms, cold or heat. At the end of each day's work, cover new work likely to be damaged. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify Architect.
- 10.2.11 The Contractor shall provide shoring and bracing required for safety and for the proper execution of the work and have same removed when the work is completed.
- 10.2.12 The Contractor shall protect, maintain and restore any bench marks, monuments, etc. affected by this work. If bench marks or monuments are displaced or destroyed, points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work.

ARTICLE 11: INSURANCE AND BONDS

ADD THE FOLLOWING TO PARAGRAPH 11.1.2

- .1 The Contractor shall furnish to the Owner and keep in force during the term of the Contract performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and material furnished for the work. Such bonds shall be issued in a form and by a surety reasonably acceptable to Owner, shall be submitted to Owner for approval as to form, shall name the Owner and its leader as obliges and shall be in an amount equal to at least 100% of the Contract Sum (as the same may be adjusted from time to time pursuant to the Contract). The Contractor shall deliver the executed, approved bonds to the Owner within three (3) days after execution of this Agreement."
- .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- .3 The bonding company shall furnish a letter to the Owner from the home office acknowledging the bond(s). Separate bonds are required.
- The costs of all bonds furnished hereunder shall be included in the Contract Sum.
- .4 The Owner shall have the right to waive any bonds required to be provided hereunder, in which event the amount of the premium of any such waived bond shall be deducted from the Contract Sum by appropriate Change Order.

ADD THE FOLLOWING TO PARAGRAPH 11.1

- .5 The General Liability coverages provided by the Contractor is primary over any coverages of the Owner.
- .6 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
- Premises-Operations (including X-C-U)
 Independent Contractor's Protective
 Products and Completed Operations
 Personal Injury Liability with Employment
 Exclusion deleted
 Contractual - including specified provisions for the
 Contractor's obligations under Paragraph 3.18
 Owned, non-owned, and hired motor vehicles
 Broad Form Property Damage including Completed
- Operation
 Umbrella Excess Liability
All insurance policies shall be written on an occurrence basis.
- .7 If the General Liability coverages are provided by a Commercial General Liability Policy on a claim-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with paragraph 9.10.2.

- .8 Contractor acknowledges that all records relating to this Agreement and the Services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70, et. Seq.). Contractor shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.
- .9 The Insurance required by paragraph 11.1.1 shall be written for not less than the following, or greater, if required by law:
1. Worker's Compensation:
 - a. State: Statutory Limit
 - b. Applicable Federal: Statutory Limit
 - c. Employer's Liability: \$1,000,000
without restriction as to whether covered by worker's compensation law.
 2. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations: Broad Form Property Damage):
 - a. Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 - b. Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 - c. Maintain Products and Completed Operations.
Insurance for a period of two years after final payment.
 - d. Property Damage Liability Insurance will include X, C and U (explosion, collapse and underground) coverage.
 3. Contractual Liability (Hold Harmless Coverage):
 - a. Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 4. Personal Injury, with Employment Exclusion detailed:
 - a. \$1,000,000 Annual Aggregate
 5. Comprehensive Automobile Liability (owned, non-owned, hired):
 - a. Bodily Injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Occurrence
 - b. Property Damage:
 - \$1,000,000 Each Occurrence
 6. Excess Limits Liability Policy (Umbrella):
 - a. \$1,000,000

7. The following shall be included as additional insured parties on Contractor's liability policies:
 - a. **Columbia Parks & Rec Department** – Owner
 - b. Lose Design – Landscape Architect
- .10 Each policy shall provide either in the body of the policy or by appropriate endorsement (rider) to the policy, that such policy cannot be altered or canceled in less than ten days after the mailing of written registered notice to the Owner of such alternation or cancellation, or not less than five days after actual receipt by the Owner of such written notice.
- .11 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.
- .12 Furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by the Contract. The form of the certificate shall be AIA Document G705 or a form approved by the Architect. Furnish to the Owner copies of endorsements that are subsequently issued amending coverage or limits.

DELETE PARAGRAPHS 11.2.1, 11.2.2 and 11.2.3 AND SUBSTITUTE THE FOLLOWING

- 11.2.1 The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract.
- 11.2.2 Contractor shall purchase and maintain insurance in not less than the following amounts:
 - .1 Worker's Compensation, as required by the Labor Laws in effect at the place where project is performed.

Employer's Liability:

 - \$500,000.00 per Accident
 - \$500,000.00 Disease, Policy limit
 - \$500,000.00 Disease, Each Employee
 - .2 Comprehensive or Commercial General Liability (including Premises Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage):

- .3 Comprehensive General Liability in the amount of not less than \$1,000,000.00 single limit bodily injury and broad form property damage, products and completed operations. If any blasting is undertaken, provide and include certificate of blanket XCU coverage before blasting.
- .4 Limits for protection required for Contractual Liability shall be the same as specified for Comprehensive General Liability.
- .5 If the General Liability coverages are provided by a Commercial Liability policy, the:
- a. General Aggregate shall be not less than \$2,000,000 and it shall apply, in total to this Project only.
 - b. Fire Damage Limit shall not be less than \$1,000,000 on any one Fire.
 - c. Medical Expenses Limit shall be not less than \$5,000 on any one person.
- .6 Business Automobile Liability (including owned, non-owned and hired vehicles): \$1,000,000 Combined Single limit.
- .7 Umbrella Excess Liability:
\$1,000,000 over primary insurance
\$25,000 retention
- .8 The Owner shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract. (BUILDERS RISK INSURANCE).
- The Owner will provide the Contractor with Certificate of insurance providing a 30 day written notice of change or cancellation of coverage.

ADD THE FOLLOWING TO PARAGRAPH 11.5.1

- .1 If the Owner or Contractor is damaged by the failure of the other to purchase or maintain any insurance or bond required by these Contract Documents, within the written consent of the other, then the party failing to so purchase or maintain such insurance or bonds shall pay all costs incurred by the other party, including, but not limited to, reasonable attorney's fees.

ARTICLE 13: MISCELLANEOUS PROVISIONS

MODIFY PARAGRAPH 13.4.2 AS FOLLOWS:

- 13.4.2 Change the last sentence to read "... shall be at the Contractor's expense."

ADD THE FOLLOWING PARAGRAPHS 13.6, 13.7 AND 13.8

- 13.6 Hours of Operation

The Contractor is disallowed from conducting operations which include the erection (including excavation), demolition, alteration or repair of any private property within five hundred (500) feet of an occupied residence, between the hours of 8:00 p.m. and 7:00 a.m. Monday through Friday during the months of September through May; between the hours of 8:00 p.m. and 6 a.m. during the months of June through August; and between 8:00 p.m. and 8 a.m. Saturday and Sunday throughout the year which involves the use of a (i) hammer, or (ii) pneumatic, gas diesel, or electric powered tool or equipment. Notwithstanding the foregoing, nothing in this supplementary condition shall prohibit construction work or operation of construction equipment during periods of natural disaster, storms which necessitate emergency home repairs or removal of trees, emergency utility repairs, or the normal repair of heating or cooling units.

13.7 Pre-Blast Survey

In the event that the Contractor must perform any blasting during construction operations, the Contractor shall be responsible for conducting his own pre-blast survey at no cost to the Owner.

13.8 Utility Service

The Contractor shall provide and maintain at his own expense any water, electric, or other utility service used in the construction of the work.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

DELETE PARAGRAPH 14.2.1 AND SUBSTITUTE THE FOLLOWING

14.2.1 The Owner may terminate this Contract at any time, with or without cause, by a notice in writing from the Owner to the Contractor. If the Contract is terminated by the Owner as provided herein, the Contractor will be paid an amount for services performed to date.

DELETE PARAGRAPH 14.4.3 AND SUBSTITUTE THE FOLLOWING

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.2.

ADD THE FOLLOWING TO PARAGRAPH 15.1.6.2

.1 The following bad weather days shall be anticipated and included in the contractual time period given for project completion. The Contractor's request for additional time due to weather shall only be considered for days beyond those listed below and may be denied or granted for such reasonable time as the architect may, at his/her sole discretion, determine. The burden of proof and documentation for such request for additional time shall rest solely upon the Contractor. Rain days will not be granted for Saturdays and Sundays.

January	12 days	February	11 days
March	8 days	April	7 days

May	7 days	June	6 days
July	7 days	August	5 days
September	4 days	October	5 days
November	6 days	December	11 days

- .2 Extended overhead profit or damages relating to weather delays will not be allowed. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, the amount specified on the Bid Form, not as a penalty, but as liquidated damages.
- .3 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specification wherein a definite portion and certain length of time is fixed for the performance of any act wheresoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract.

ADD THE FOLLOWING PARAGRAPH 15.1.6.3

- 15.1.6.3 Extensions of time will not be granted for delays caused by inadequate construction force or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed

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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

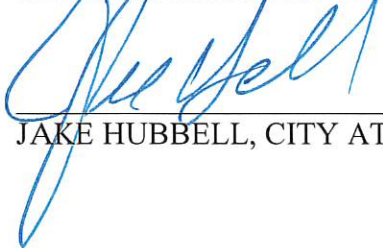
COLUMBIA, TENNESSEE, this the _____ day of _____, 2026.

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

A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS IN POLK PLACE SUBDIVISION, PHASES 1, 2A, 2B, AND 3, FOR OWNERSHIP 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.

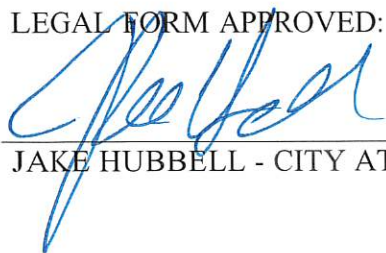
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of February 2026.

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 herein 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 herein; that this is a Class "1" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

8/18/2019 Date Registered Land Surveyor Number 2290

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 \$250,000 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 herein 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.

9/18/19 Date Secretary, Planning Commission Columbia, Tennessee

Certificate of Approval of Subdivision Name and Street Names

Subdivision name and street names approved by Maury County E-911, 9/18/2019 Date Crystel Gideon 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 Date Superintendent, Columbia Wastewater System

Certificate of Compliance

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

9/18/2019 Date City Engineer Columbia, Tennessee

Surveyor's Notes

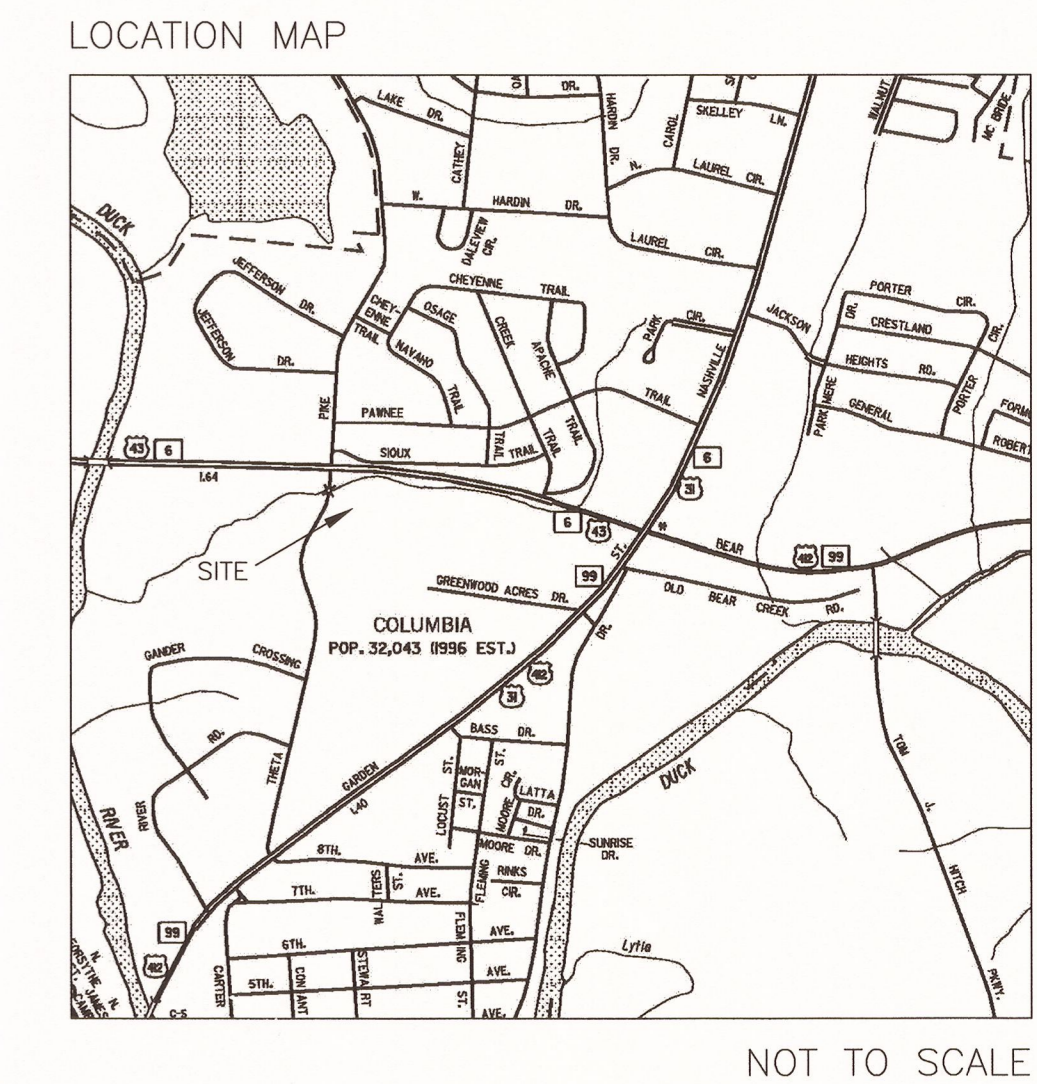
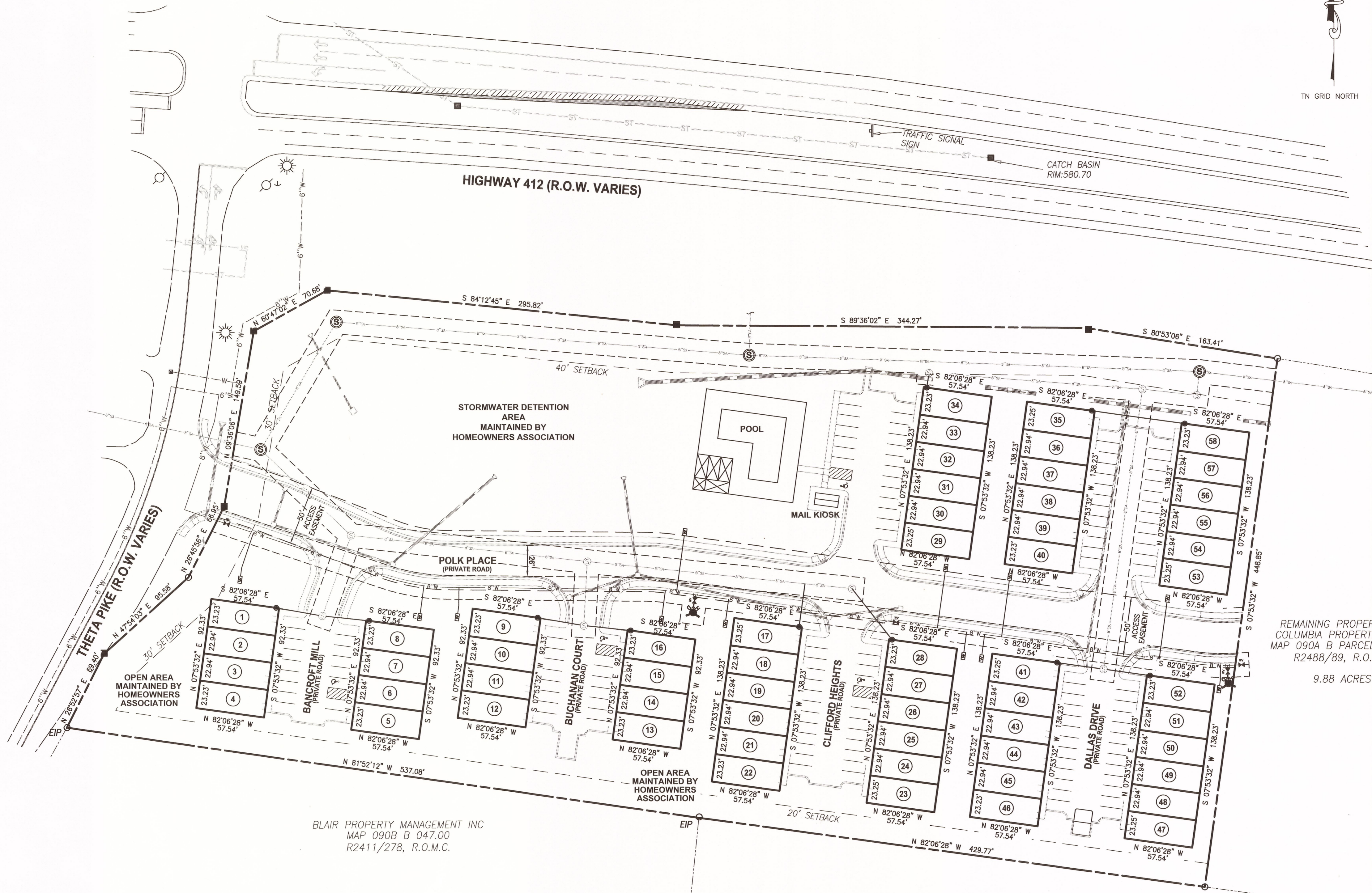
- 1. The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use, location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's 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.

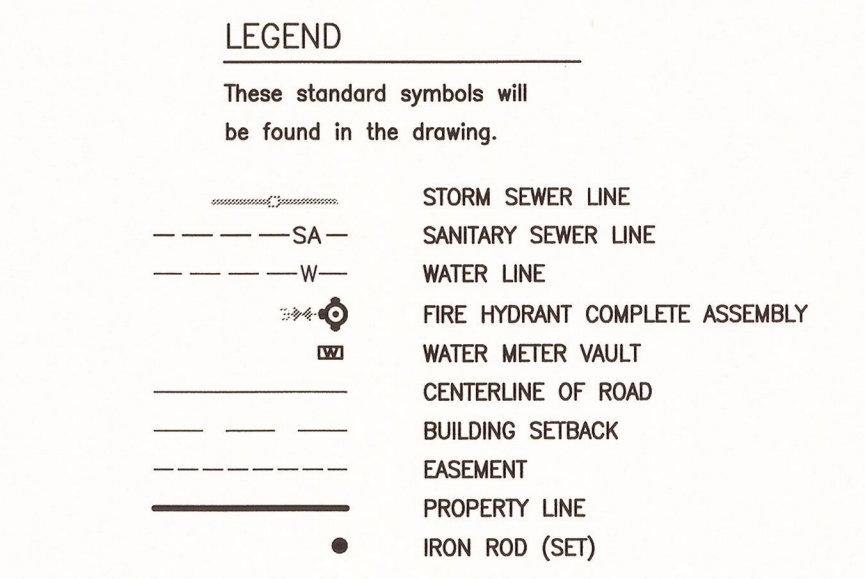
Service lines and fixtures will branch from main utility line and extend to an individual multi-unit structure within this easement. The gang meter base will be attached to the exterior wall of the structure. This gang meter base will serve as a branch in which individual service lines will extend to each unit within the structure.

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.

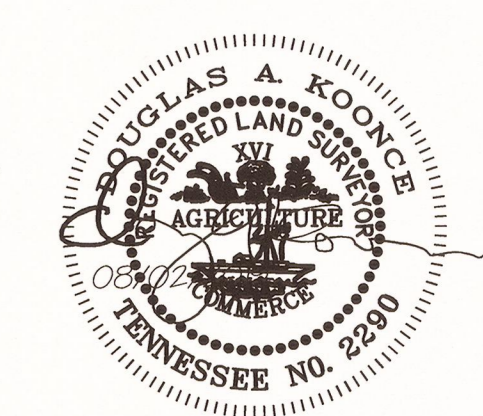


Owner: COLUMBIA PROPERTIES LLC
Purpose of this plat: The purpose of this plat is to create 58 residential units.

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 Water and Water Systems
8" sanitary sewer line to be owned and maintained by Columbia Wastewater Systems.



REMAINING PROPERTY OF COLUMBIA PROPERTIES LLC MAP 090A B PARCEL 048.00 R2488/89, R.O.M.C. 9.88 ACRES



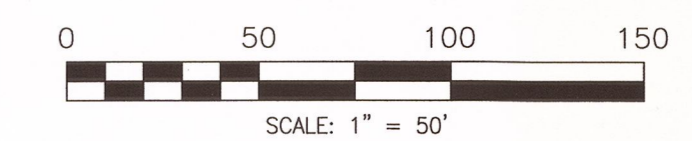
CEDAR POINTE TN LP C/O JUDITH E BEASLEY MAP 090B B PARCEL 046.01 R2309/827, R.O.M.C.

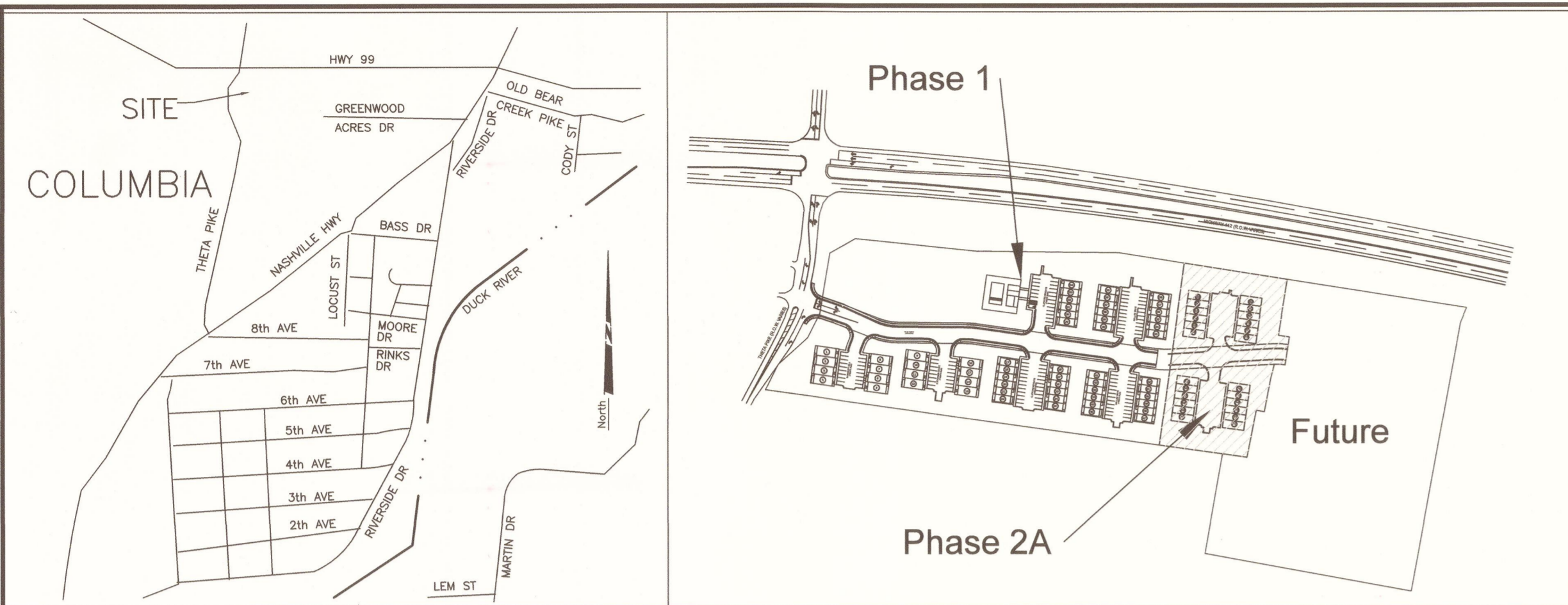
Final Plat Polk Place - Phase 1 City of Columbia - Third Civil District - Maury County, Tennessee Tax Map 90A, Group "B" Parcel 048.00 Containing 8.54 acres Zoned RM1 PUD

Table with 2 columns: Item and Amount. Includes REC FEE 16.00, DP FEE 2.00, TOTAL 17.00.

MARTIN ENGINEERING & SURVEYING, LLC 5226 Main Street, Suite C-3 Spring Hill, TN 37174 615.540.8530 doug@martinengrg.com

8-02-2019 Date 1"=50' Scale DAK Drawn by 1931 Job number 1931 Job number Sheet 1 of 1





Vicinity Map
not to scale

Site Map
not to scale

Owner/Developer
Columbia Properties, LLC
144 Southeast Parkway, Suite 230
PHONE (615) 567-4420
johnfranks@live.com

Surveyor
Thomas G. King III RLS 1720
Hyde Park Homes, LLC
144 Southeast Parkway, Suite 230
PHONE (615) 567-4420
tomgking3@gmail.com

- Survey Notes:
- This subdivision plat is based on a Site Plan "Polk Place Phase 2 & 3" Dated 9-29-20.
 - 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.
 - Subject property ownership: Columbia Properties, LLC Deed Book R2488 Page 89 Maury County Registers Office.
 - Subject property is zoned GCS General Commercial Services District, City of Columbia.
 - This property currently identified as a portion of Tax Map No. 90A, Group "B" Parcel Number 84.
 - Subject property lies in Zone "X" as shown on the FEMA FIRM 47119C0170E, with an effective date of 4-16-2007.
 - 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, environmentally sensitive and/or any other protected features on the subject property. Owners/developers/contractors should contact the appropriate agencies before beginning any construction.
 - 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.
 - Mailbox Kiosk located in pool building.
 - Open space can be used as public utility and access easement.
 - 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 R272, pages 1044-1046 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

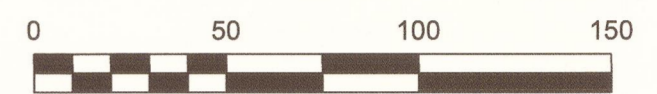
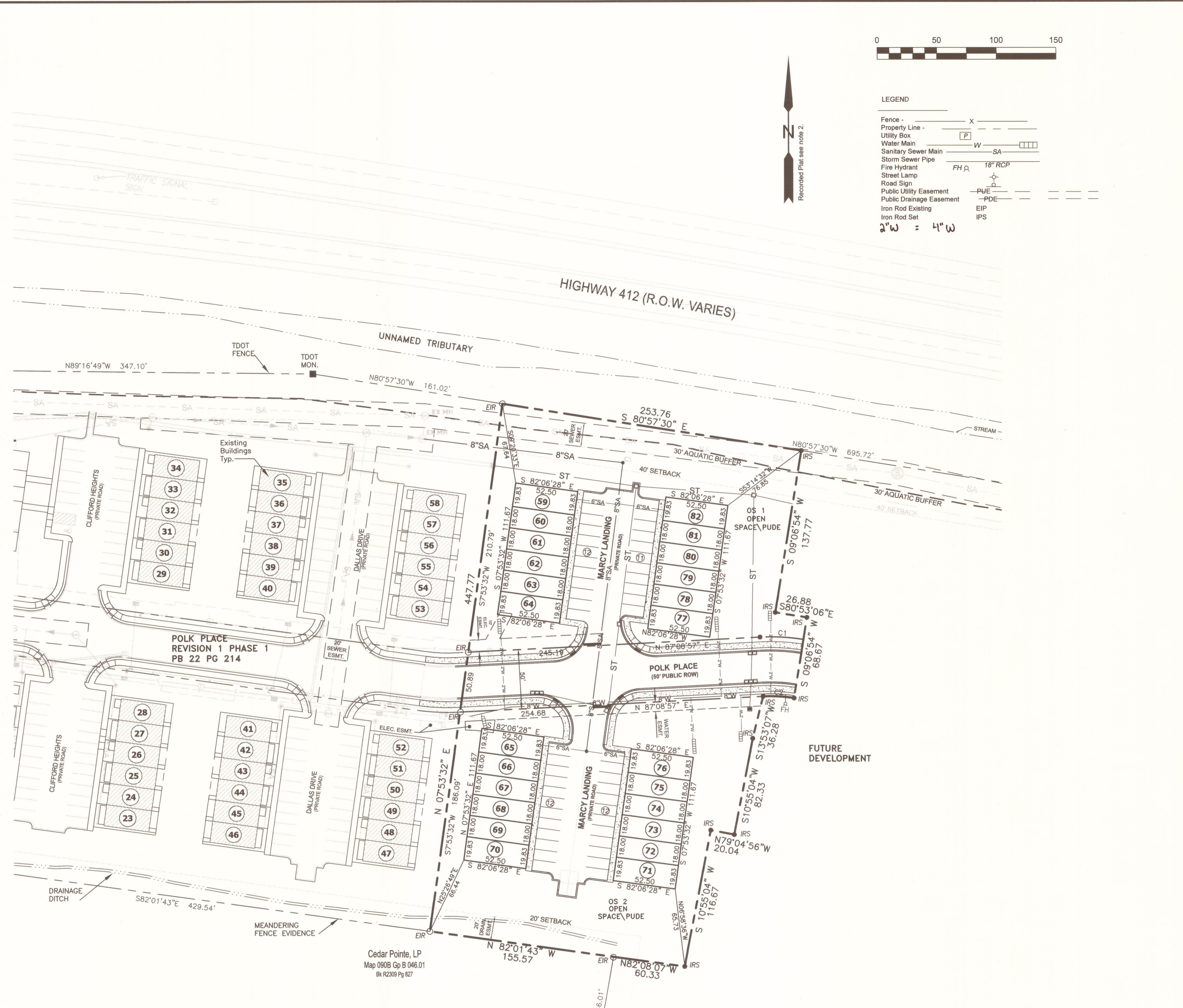
OPEN SPACE OS1 35,259 SQ. FT. 0.81 AC
 OPEN SPACE OS2 36,633 SQ. FT. 0.84 AC
 TOTAL OPEN SPACE PHASE 2A 1.65 AC
 RIGHT OF WAY 14,062 SQ. FT. 0.32 AC
 TOTAL LOT AREA 23,450 SQ. FT. 0.54 AC
 TOTAL AREA PHASE 2A 109,404 SQ.FT. 2.51 AC

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 \$55,000 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

[Signature] 3/1/21
 City Engineer
 Columbia, Tennessee

<p>CERTIFICATE OF COMPLIANCE</p> <p>I hereby certify that the subdivision plat hereon has been found to comply with the Columbia Subdivision Regulations and other adopted ordinances and policies.</p> <p>5/6 2021 <i>[Signature]</i> City Engineer</p>	<p>CERTIFICATE OF APPROVAL FOR SEWER SYSTEM</p> <p>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.</p> <p>4/30/21 Date <i>[Signature]</i> Director of Wastewater Department Columbia, Tennessee</p>	<p>CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES</p> <p>Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.</p> <p>4/30/21 Date <i>[Signature]</i> Maury County E911</p>	<p>CERTIFICATE OF APPROVAL FOR RECORDING</p> <p>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.</p> <p>5/6/21 Date <i>[Signature]</i> Secretary, Planning Commission Columbia, Tennessee</p>	<p>CERTIFICATE OF APPROVAL OF WATER SYSTEMS</p> <p>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.</p> <p>5/4/2021 Date <i>[Signature]</i> Name Title Columbia Power & Water Systems</p>	<p>CERTIFICATE OF ACCURACY</p> <p>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 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.</p> <p>4-16-2021 Date <i>[Signature]</i> Thomas G. King, III TN Registered Land Surveyor</p>	<p>CERTIFICATE OF OWNERSHIP AND DEDICATION</p> <p>I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Record Book 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 utilities and other facilities have</p> <p>4/16/2021 Date <i>[Signature]</i> BY: John Franks</p>
--	---	---	--	--	--	--



LEGEND

Fence	X
Property Line	---
Utility Box	[P]
Water Main	W
Sanitary Sewer Main	SA
Storm Sewer Pipe	SS
Fire Hydrant	FH
Street Lamp	SL
Road Sign	RS
Public Utility Easement	PUE
Public Drainage Easement	PDE
Iron Rod Existing	EIP
Iron Rod Set	IPS

2"W = 4"W

05/07/2021 - 09:13 AM
 21010002
 1 PGS-AL-PLAT
 JANE BATCH: 348508
 PLAT BOOK: P22
 PAGE: 358

REC FEE	15.00
DP FEE	2.00
TOTAL	17.00

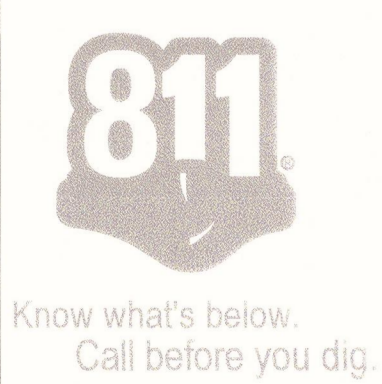
STATE OF TENNESSEE, MAURY COUNTY
 JOHN FLEMING
 REGISTER OF DEEDS

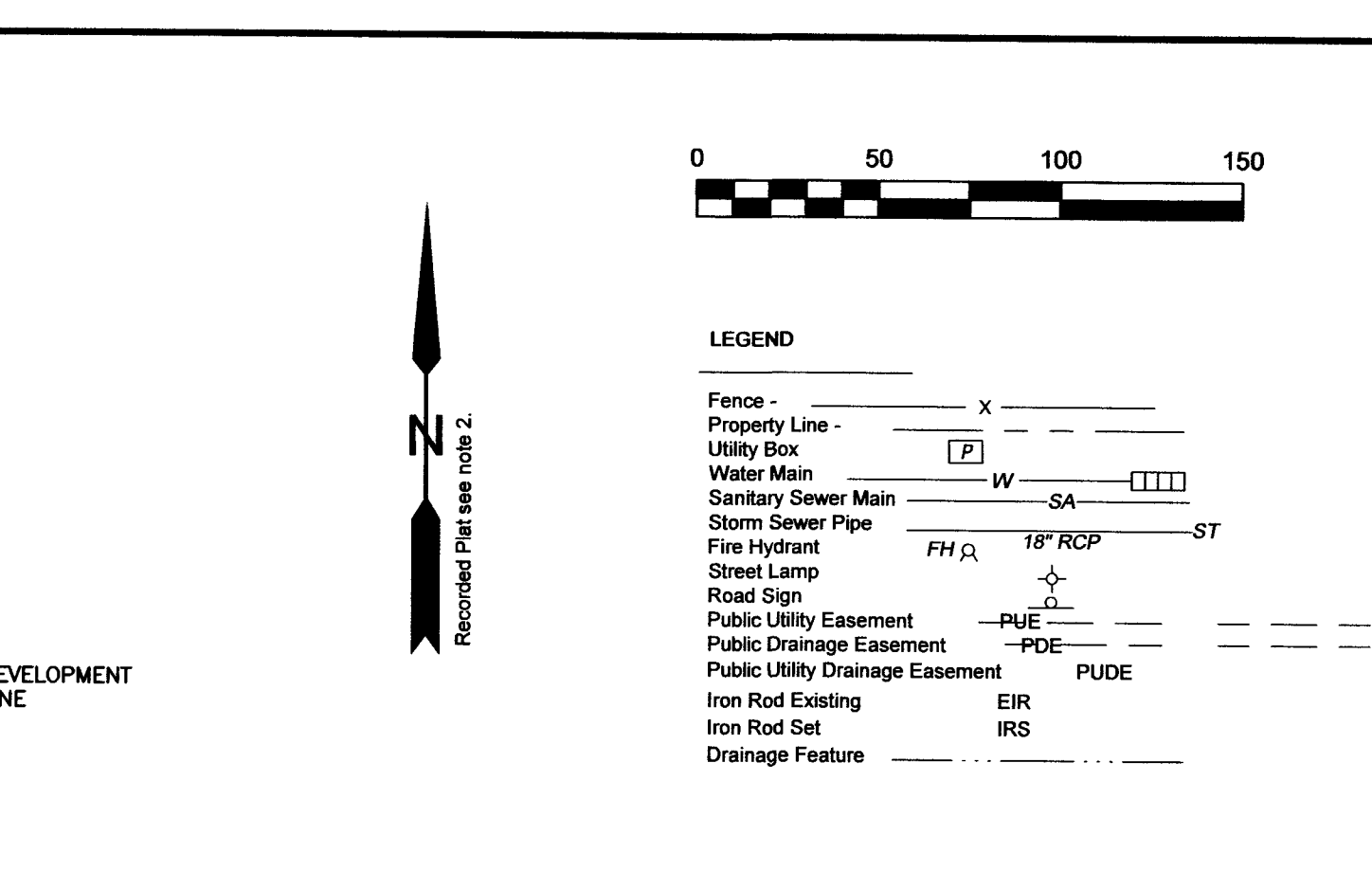
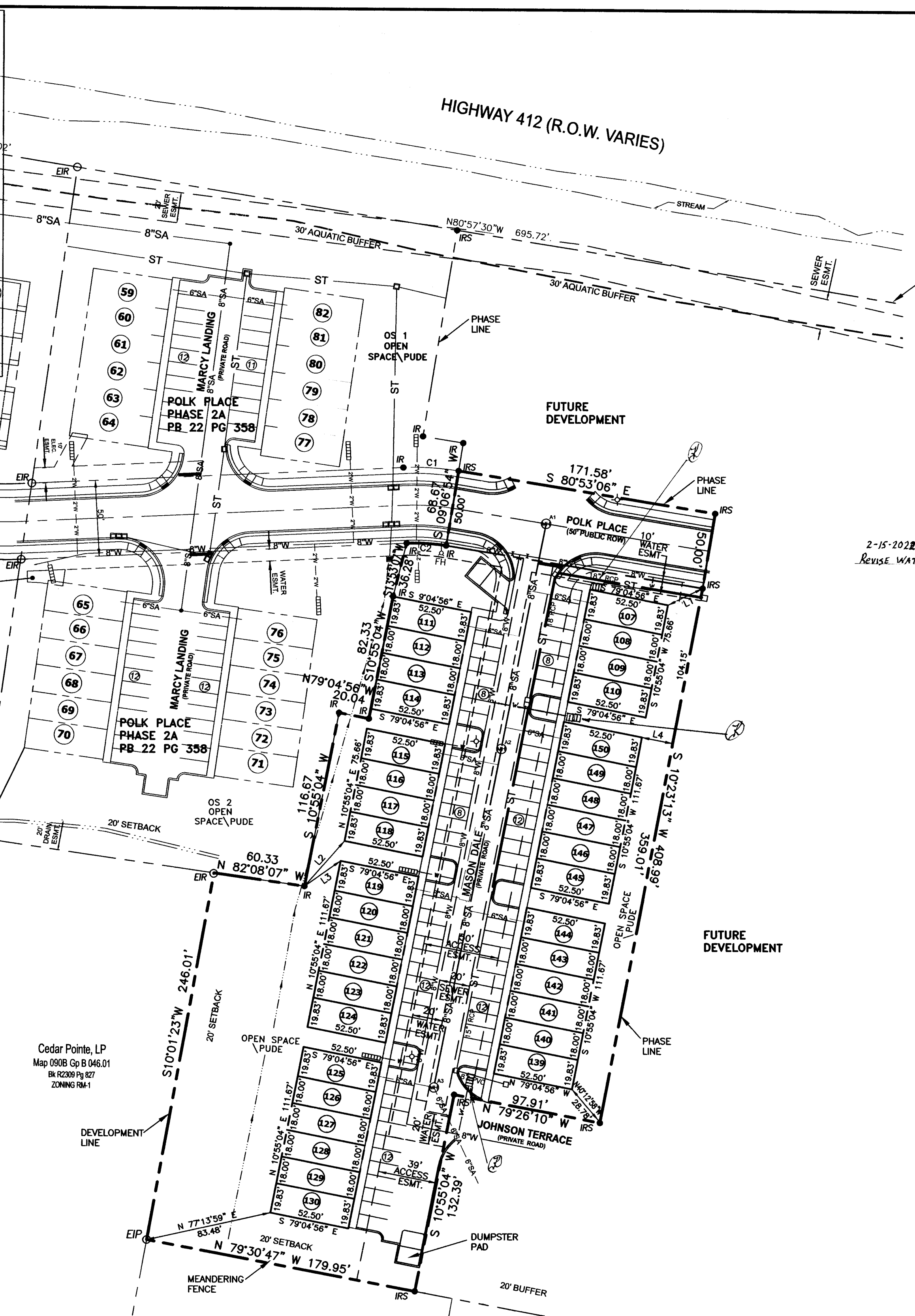
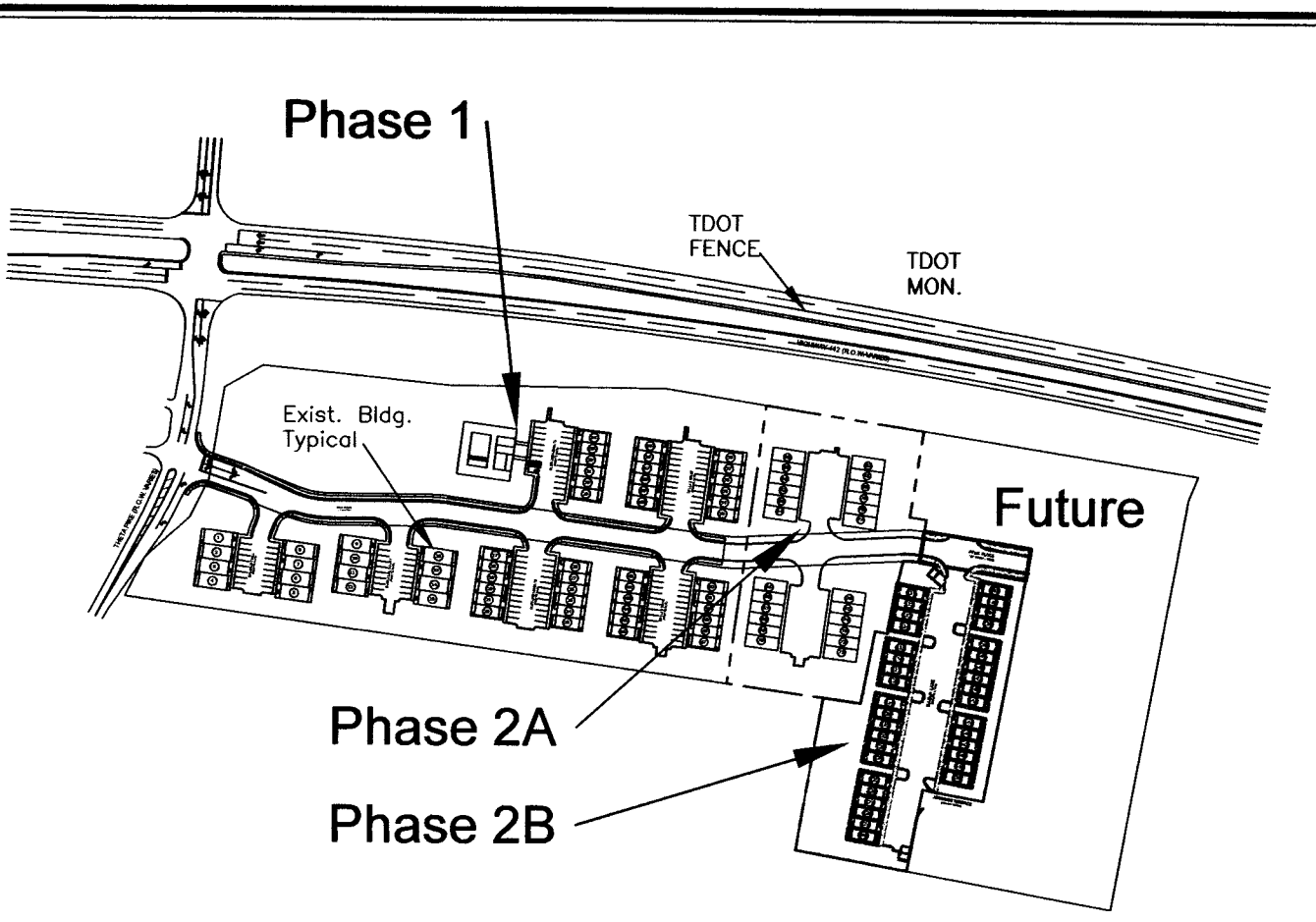
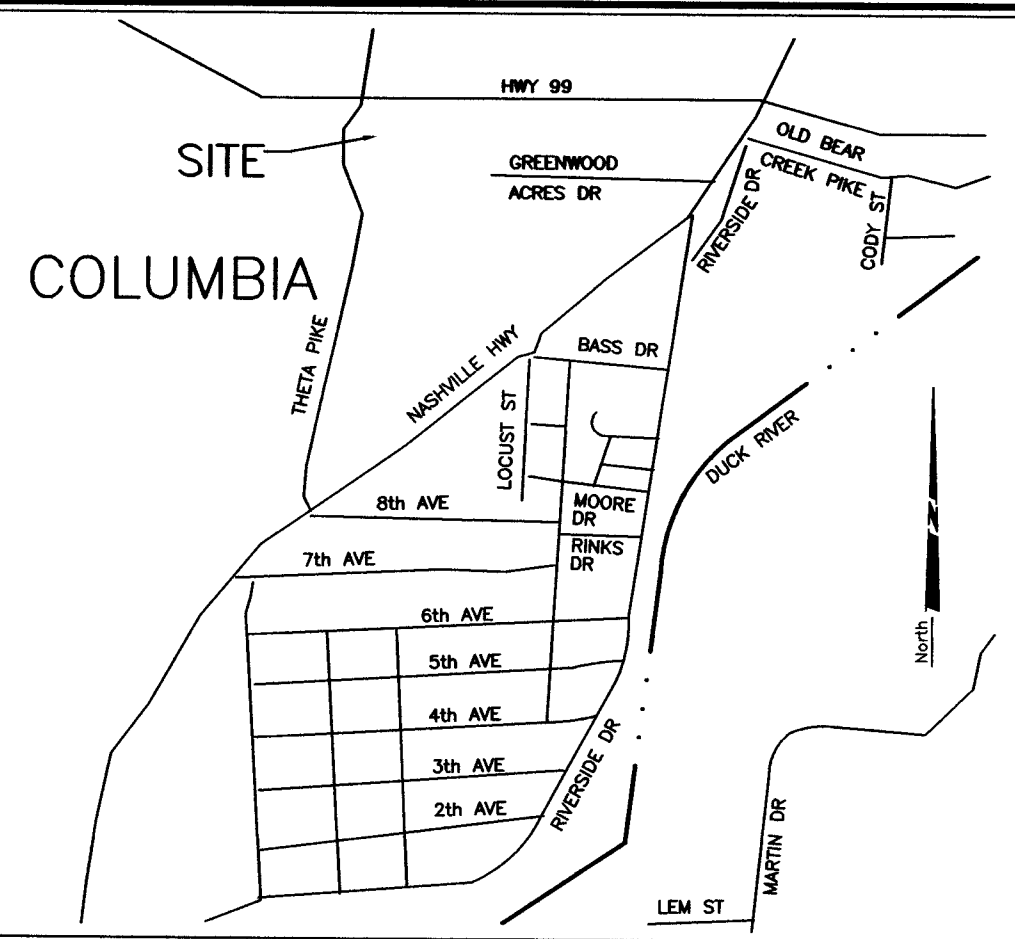
POLK PLACE
 PHASE 2A
 3rd CIVIL DISTRICT MAURY COUNTY, TENNESSEE

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
Columbia Properties, LLC
144 Southeast Parkway, Suite 230
PHONE (615) 567-4420
johnfranks@live.com

Surveyor
Thomas G. King III RLS 1720
Hyde Park Homes, LLC
144 Southeast Parkway, Suite 230
PHONE (615) 567-4420
tomking3@gmail.com

- Survey Notes:
- This subdivision plat is based on a Site Plan "Polk Place Phase 2 & 3" Dated 9-29-20.
 - 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.
 - Subject property ownership: Columbia Properties, LLC Deed Book R2488 Page 89 Maury County Registers Office.
 - Subject property is zoned RM1, City of Columbia.
 - This property currently identified as a portion of Tax Map No. 90A, Group "B" Parcel Number 84.
 - Subject property lies in Zone "X" as shown on the FEMA FIRM 47119C0170E, with an effective date of 4-16-2007.
 - 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.
 - 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.
 - Mailbox Kiosk located in pool building.
 - Open space can be used as public utility and access easement.
 - 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.

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'

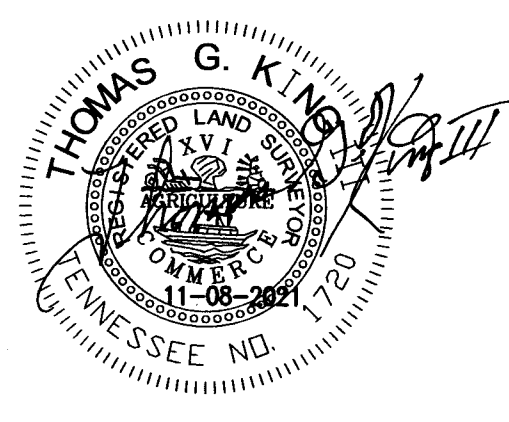
LOT AREA

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	35,367	0.81

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 PGS:AL-PLAT
NANCY BATCH: 270694
PLAT BOOK: P22
PAGE: 637
REC FEE 16.00
DP FEE 2.00
TOTAL 17.00
STATE OF TENNESSEE MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS



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 \$4,000.00 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

[Signature]
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
[Signature]
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.

6/12/2022
[Signature]
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
[Signature]
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
[Signature]
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
[Signature]
Columbia Power & Water Systems

CERTIFICATE OF ACCURACY

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a 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.

1-20-2022
[Signature]
Thomas G. King III
TN Registered Land Surveyor

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 Record Bk R2488, Pg 89, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establishing the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, public utilities and other facilities have

1-21-22
[Signature]
BY: John Franks

11/08/21 Revised zoning note 4

POLK PLACE
PHASE 2B

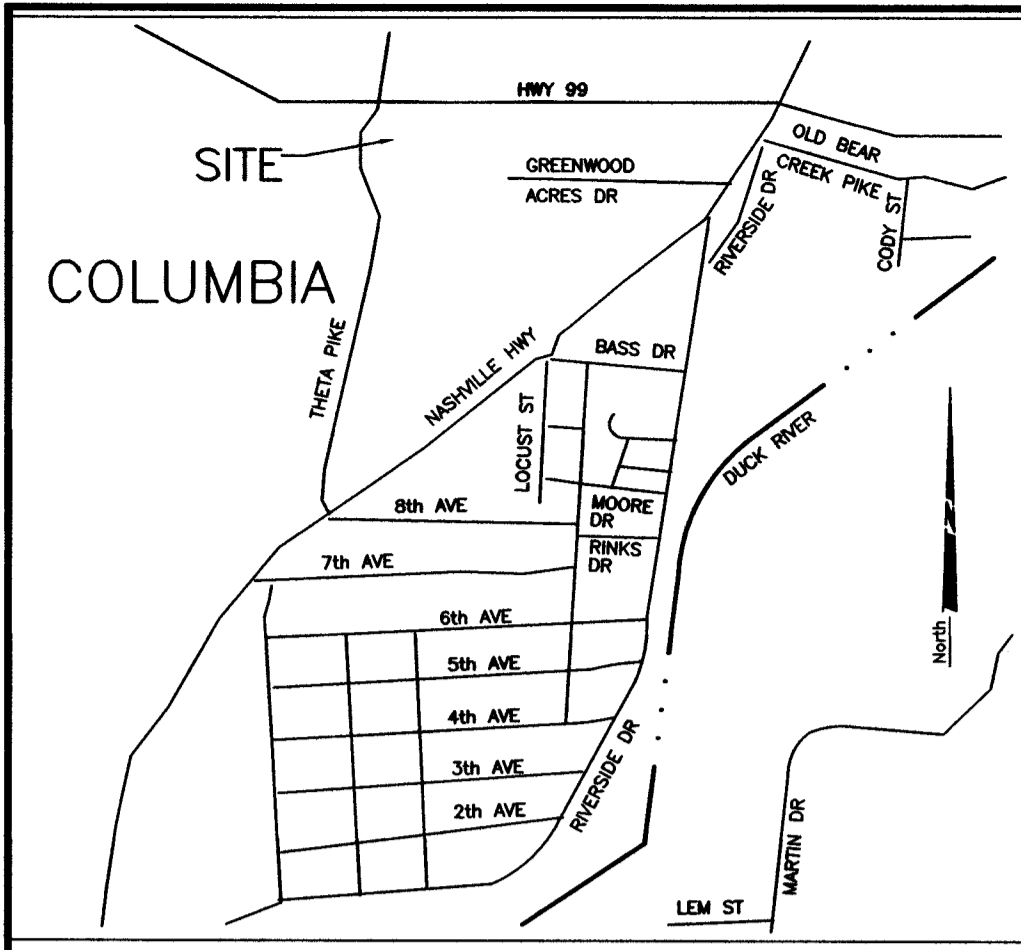
3rd CIVIL DISTRICT MAURY COUNTY, TENNESSEE

FINAL SUBDIVISION PLAT

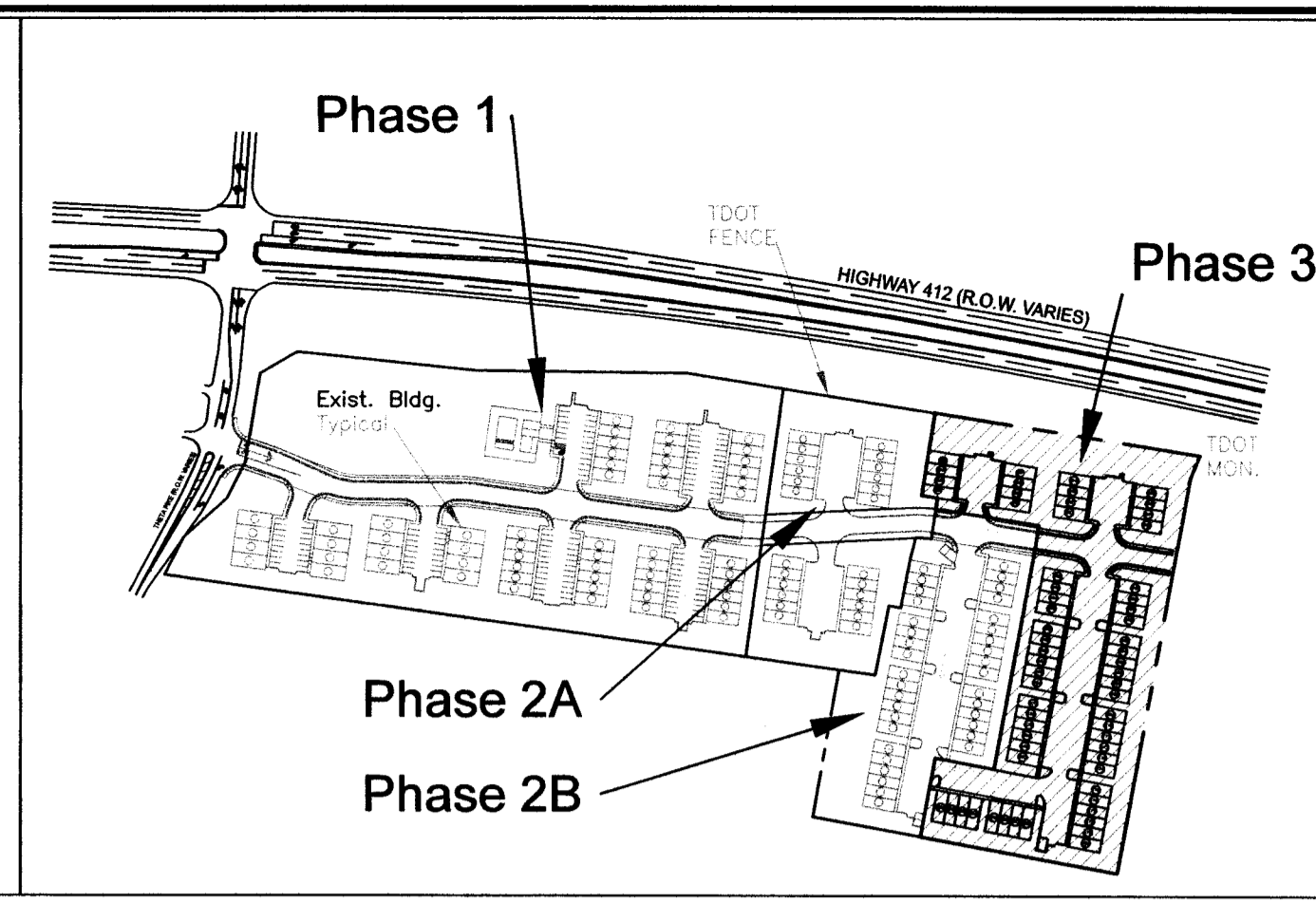
CITY OF COLUMBIA MAURY COUNTY, TENNESSEE

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

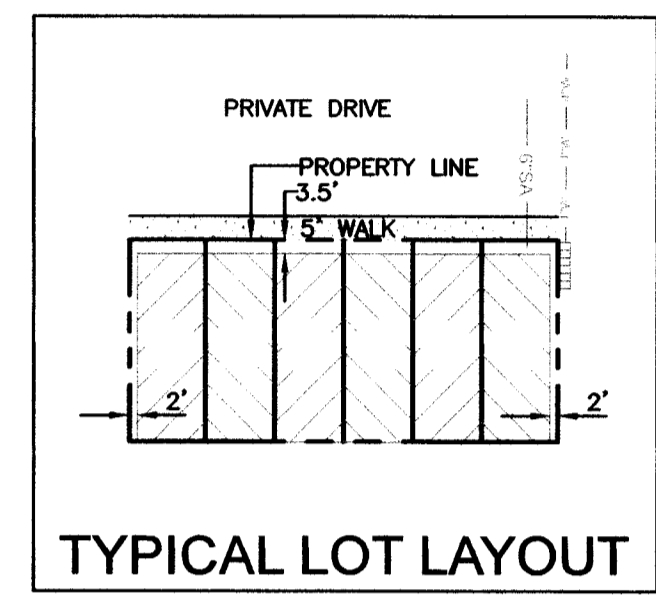
SHEET 1 OF 1



Vicinity Map
not to scale



Site Map
not to scale



Owner/Developer: Columbia Properties, LLC
 144 Southeast Parkway, Suite 230
 PHONE (615) 567-4420
 johnfranks@live.com

Surveyor: Thomas G. King III RLS 1720
 Hyde Park Homes, LLC
 144 Southeast Parkway, Suite 230
 PHONE (615) 567-4420
 tomking3@gmail.com

- Survey Notes:
- This subdivision plat is based on a Site Plan "Polk Place Phase 2 & 3" Dated 9-29-20.
 - Bearings are referenced to Plat of record titled Polk Place Phase 1 Revision to Phase 1 recorded in Plat P22 Page 214 R.O.M.C.T.
 - Subject property ownership: Columbia Properties, LLC Deed Book R2488 Page 89 Maury County Registers Office.
 - Subject property is zoned RM1, City of Columbia.
 - This property currently identified as a portion of Tax Map No. 90B, Group "B" Parcel Number 48.
 - Subject property lies in Zone "X" as shown on the FEMA FIRM 47119C0170E, with an effective date of 4-16-2007.
 - 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.
 - 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.
 - Mailbox Kiosk located in pool building.
 - 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 Conventions, Conditions and Restrictions for Polk Place Subdivision recorded in Deed Book R2611 Pages 1090-1147 R.O.M.C.T.
 - 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: 288840
 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'

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

[Signature]
 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 \$75,000.00 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

[Signature]
 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.

8/16/2022

[Signature]
 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.

8/16/2022

[Signature]
 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.

8/17/22

[Signature]
 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 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.

8/15/22

[Signature]
 Columbia Power & Water Systems
 Date

CERTIFICATE OF ACCURACY

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a 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.

8-22-22

[Signature]
 Thomas G. King, III
 TN Registered Land Surveyor

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 Record Book 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 irrevocable dedication for all public ways, public ways, utilities and other facilities have

8/10/22

[Signature]
 BY: John Franks
 Date

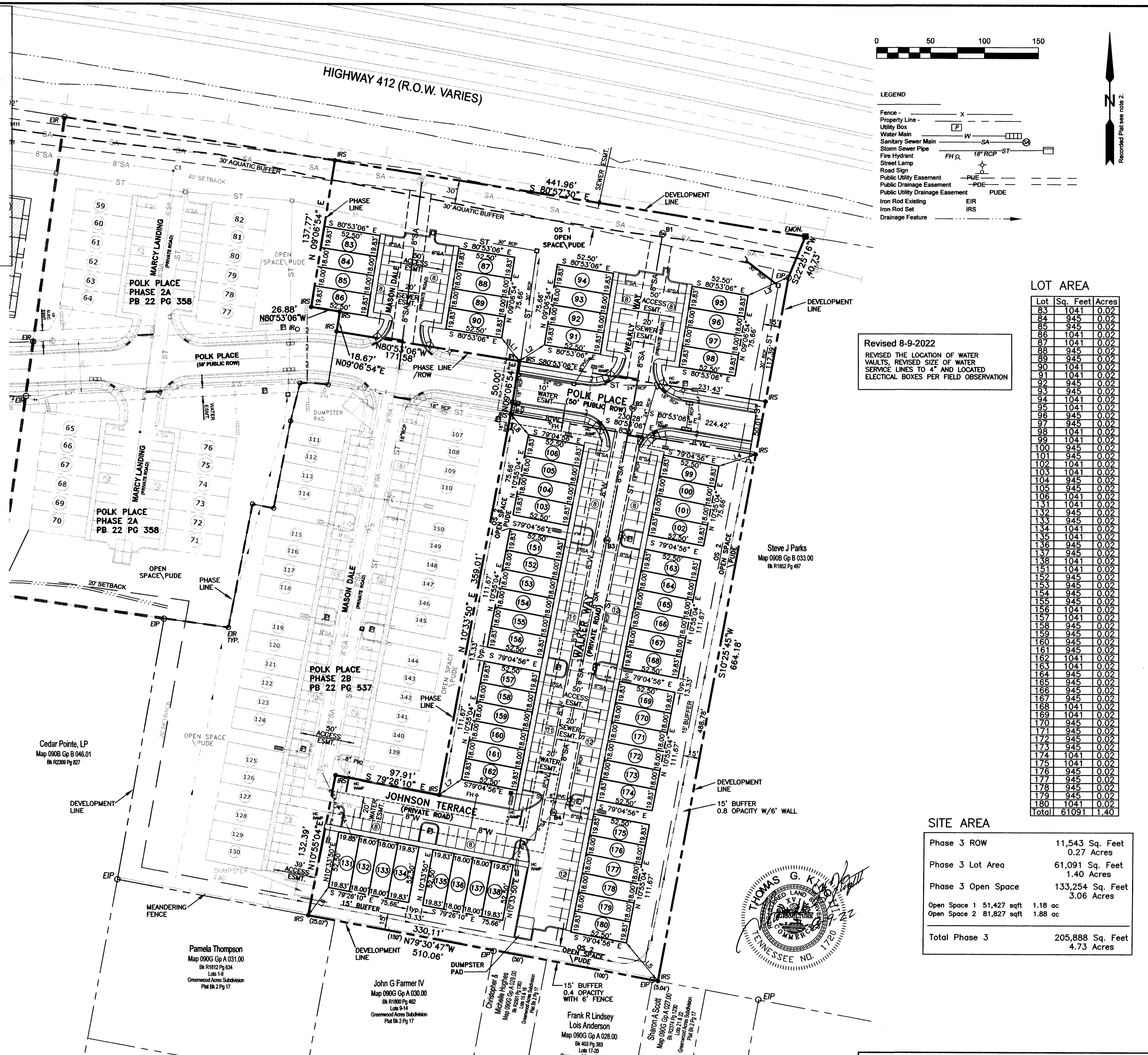
POLK PLACE
 PHASE 3

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



Revised 8-9-2022
 REVISED THE LOCATION OF WATER VAULTS, REVISED SIZE OF WATER SERVICE LINES TO 4" AND LOCATED ELECTRICAL BOXES PER FIELD OBSERVATION

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
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105	945	0.02
106	1041	0.02
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108	945	0.02
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164	945	0.02
165	945	0.02
166	1041	0.02
167	1041	0.02
168	945	0.02
169	945	0.02
170	1041	0.02
171	1041	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	1041	0.02
179	1041	0.02
180	1041	0.02
Total	61091	1.40

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



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.

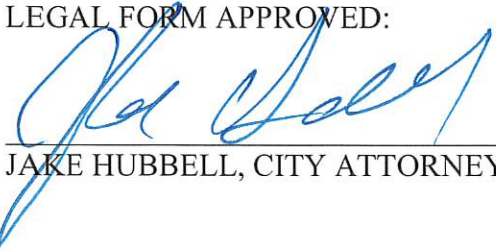
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____ day of _____, 2026.

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**

INITIAL BILL								
Invoice #	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, Phillip 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 Richards	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		



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jill Carlson, Administrative Assistant, jcarlson@columbiatn.com, [931-560-1451](tel: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.

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.

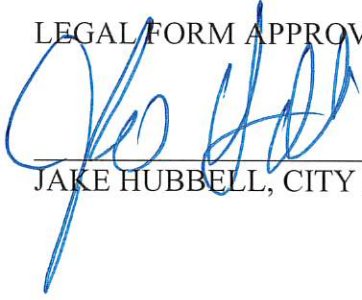
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this 12th day of FEBRUARY 2026.

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 ATTORNEY

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 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

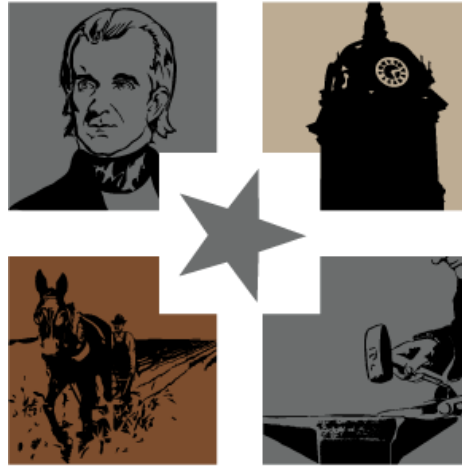
This Spending Policy assumes costs are incurred for purposes for which both restricted and unrestricted funds are available.

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



T E N N E S S E E

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

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.

3.1 Control Environment (Continued)

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.

3.1 Control Environment (Continued)

Procedures for policy 3 (continued)

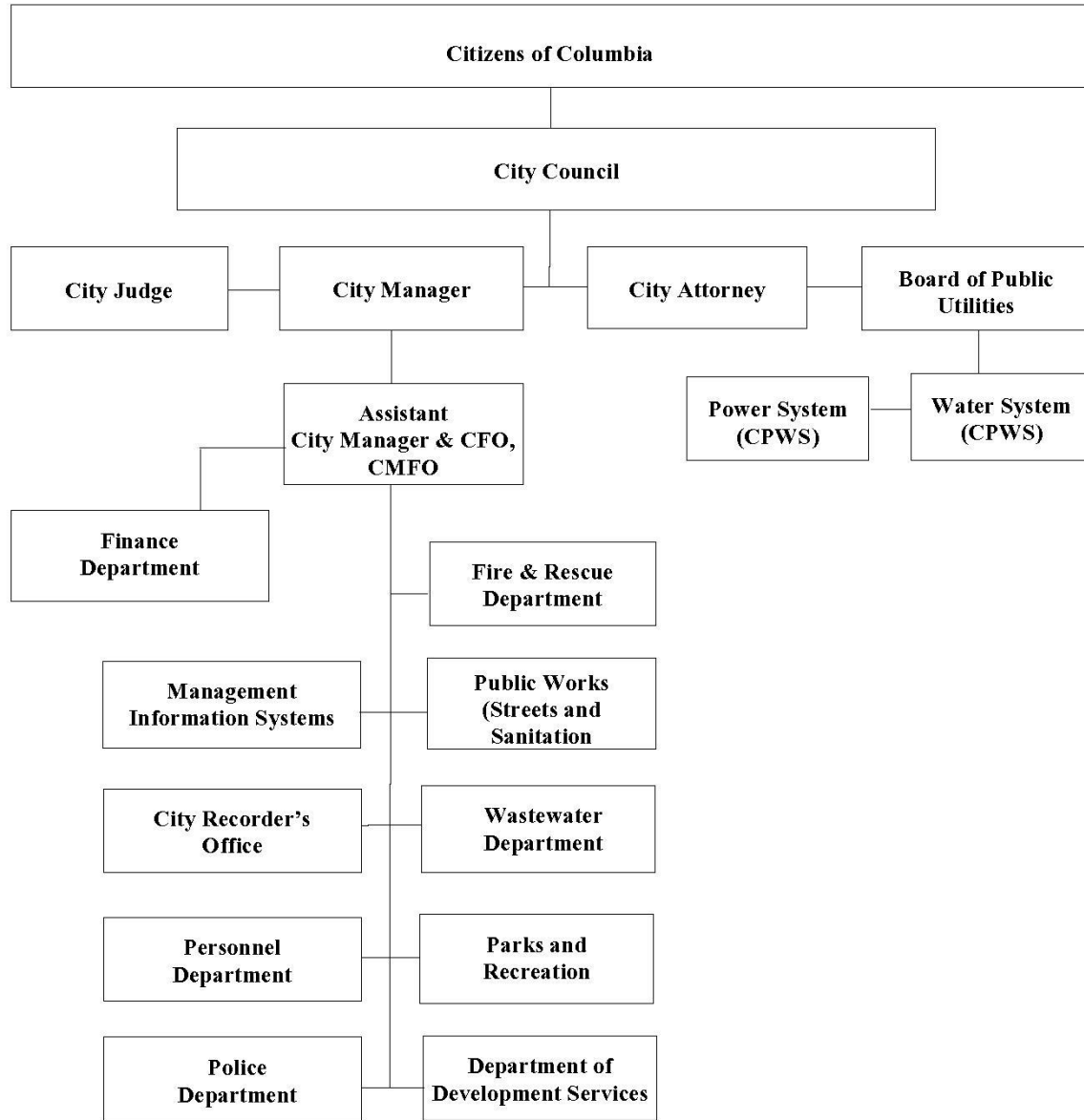
- The City Manager and CFO then meet to determine which departmental requests will be incorporated within the proposed budget and identify any problem areas that still exist. The CFO discusses recommended items with the department heads and makes adjustments to department spreadsheets.
- Adjusted budget 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)

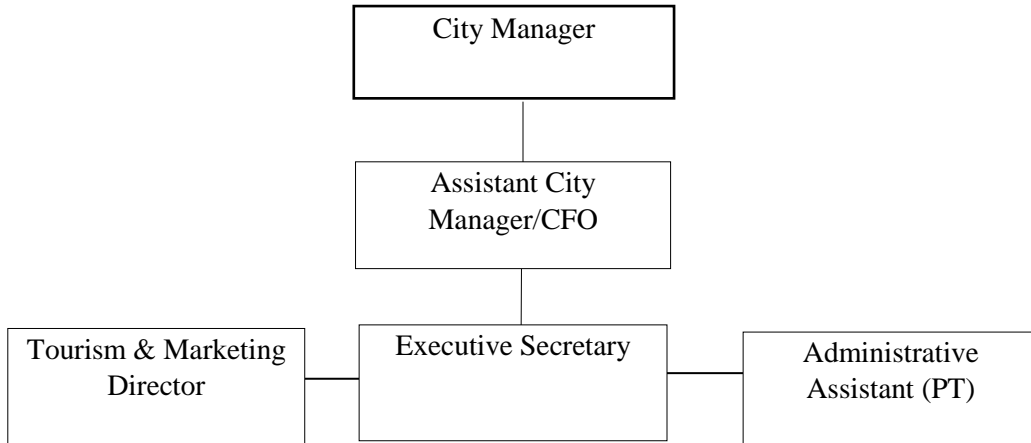
Certified Municipal Finance Officer (CMFO) certified, each municipality in the state required to have a designated CMFO

Columbia Power & Water Systems (CPWS), governed by the Board of Public Utilities

3.1.2 Departmental Structures

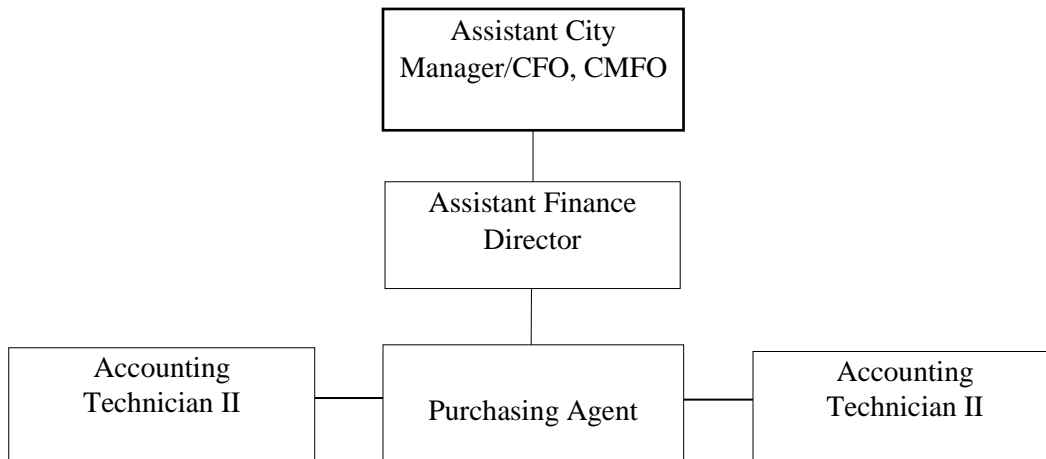
3.1.2.1 City Manager's Office

CITY MANAGER'S OFFICE



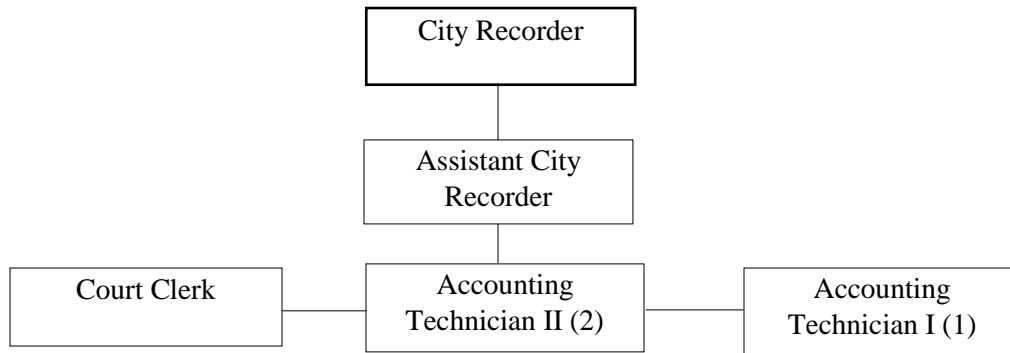
3.1.2.2 Finance Department

FINANCE DEPARTMENT



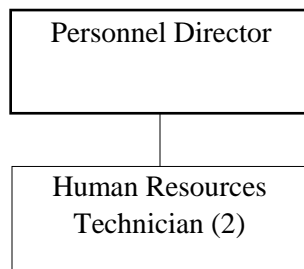
3.1.2.3 City Recorder's Office

CITY RECORDER'S OFFICE



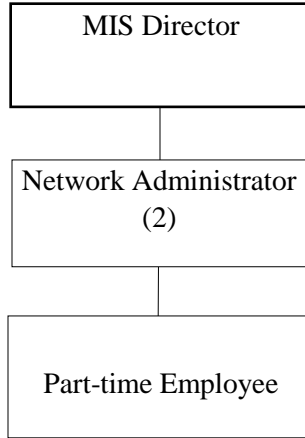
3.1.2.4 Personnel Department

PERSONNEL DEPARTMENT



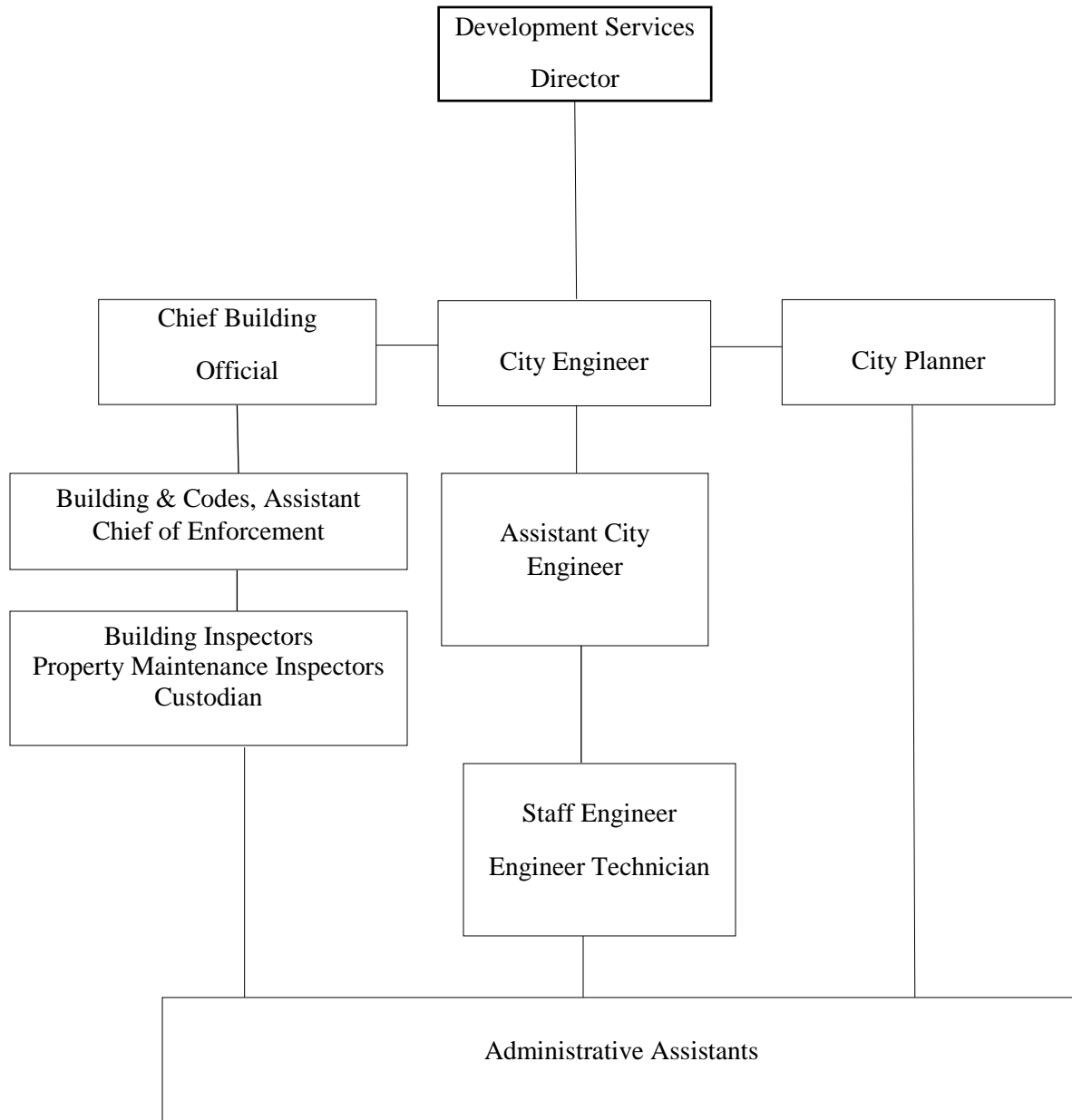
3.1.2.5 MIS Department

MIS DEPARTMENT



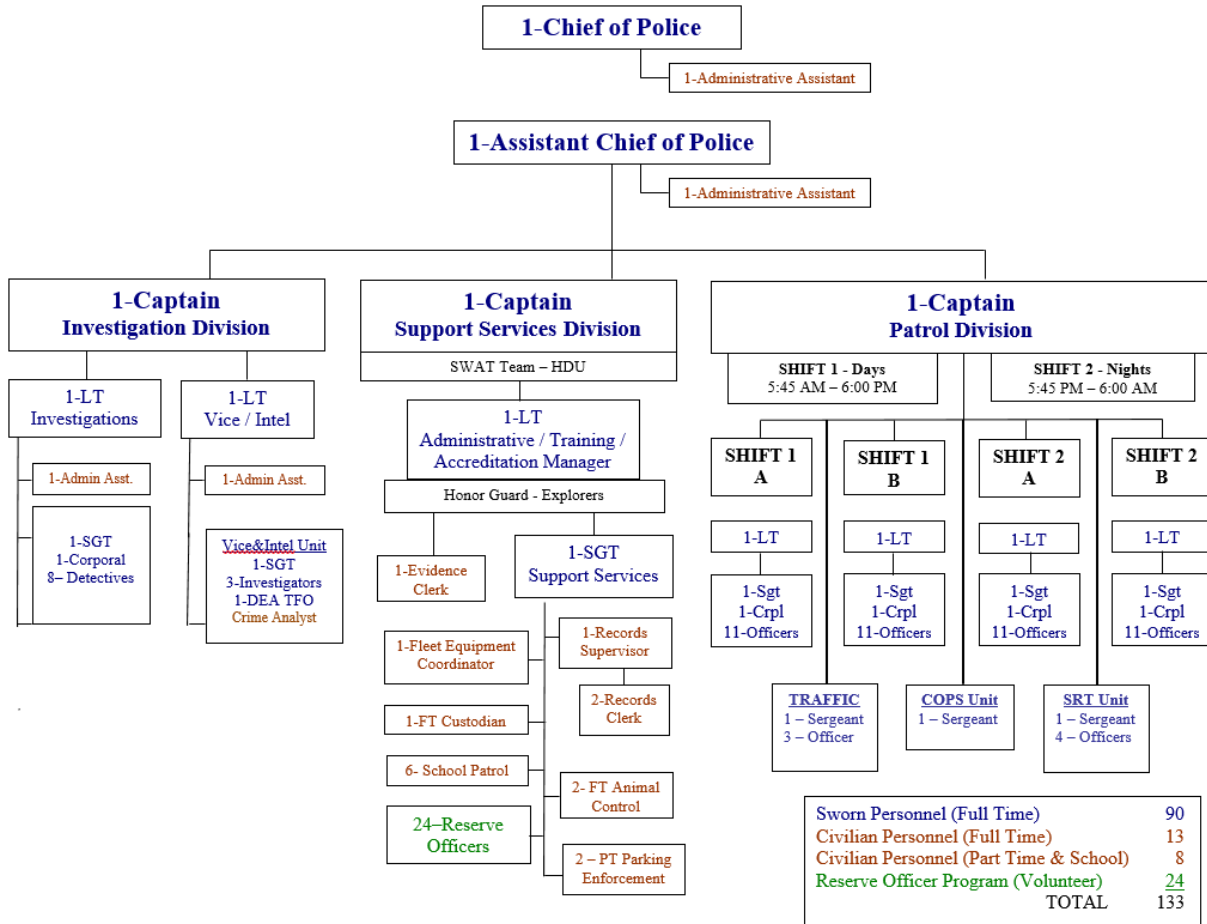
3.1.2.6 Development Services Department

DEVELOPMENT SERVICES



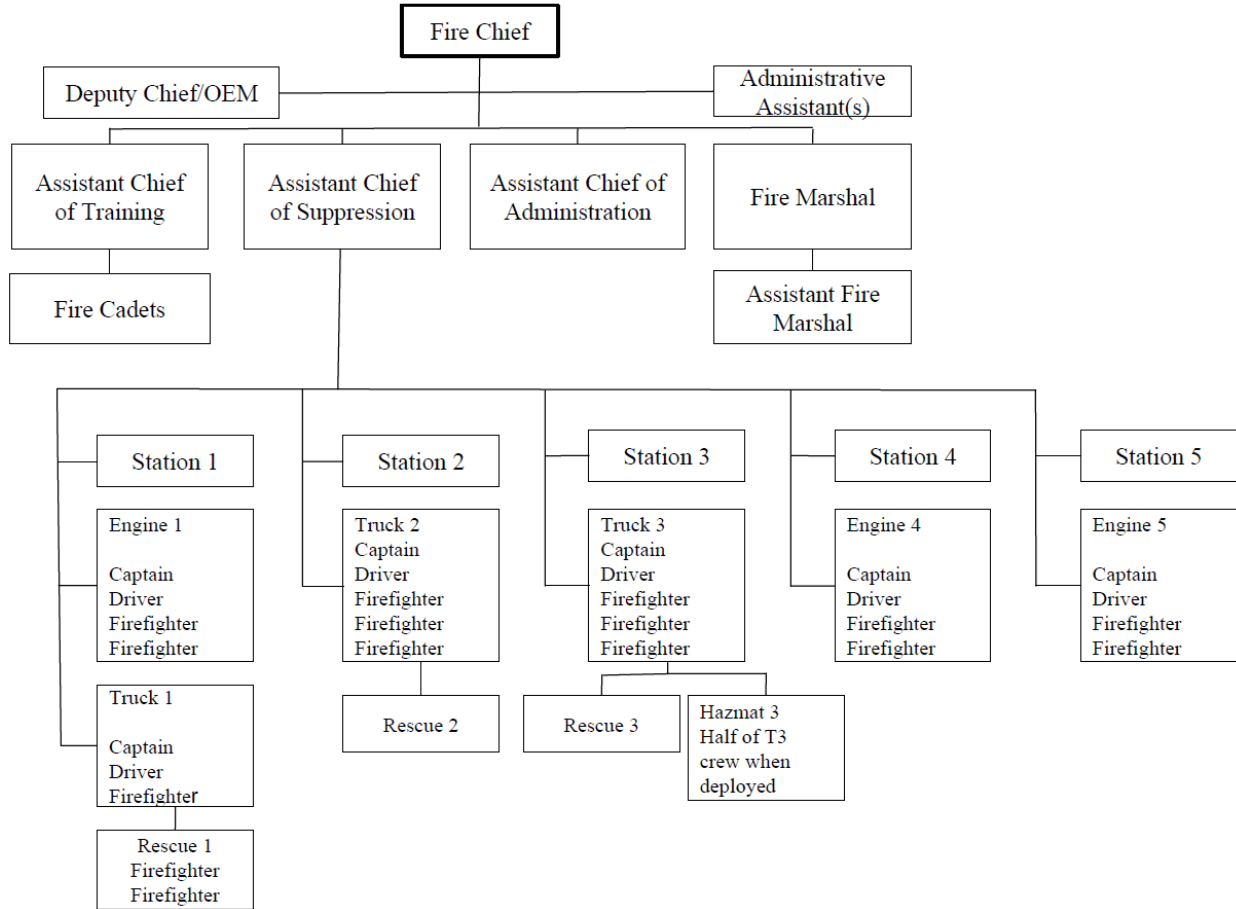
3.1.2.7 Police Department

POLICE DEPARTMENT

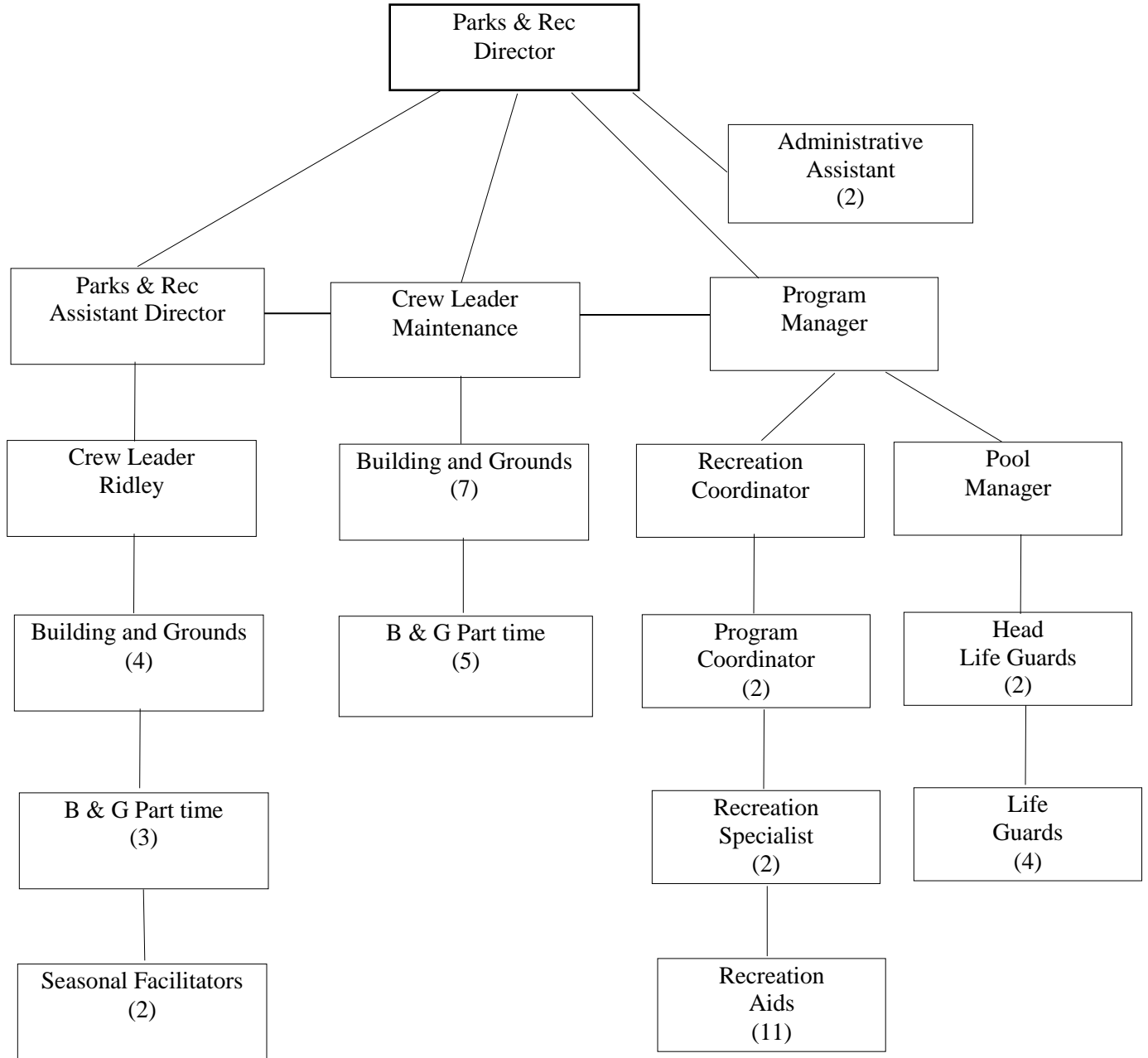


3.1.2.8 Fire Department

FIRE AND RESCUE

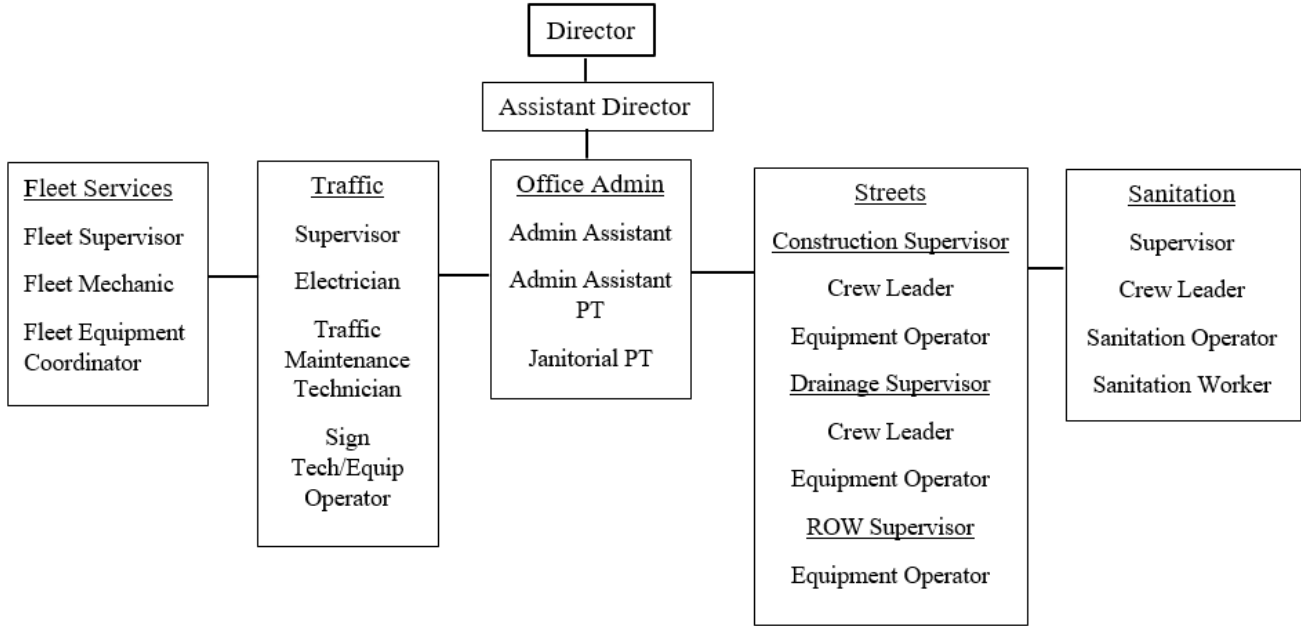


PARKS AND RECREATION DEPARTMENT



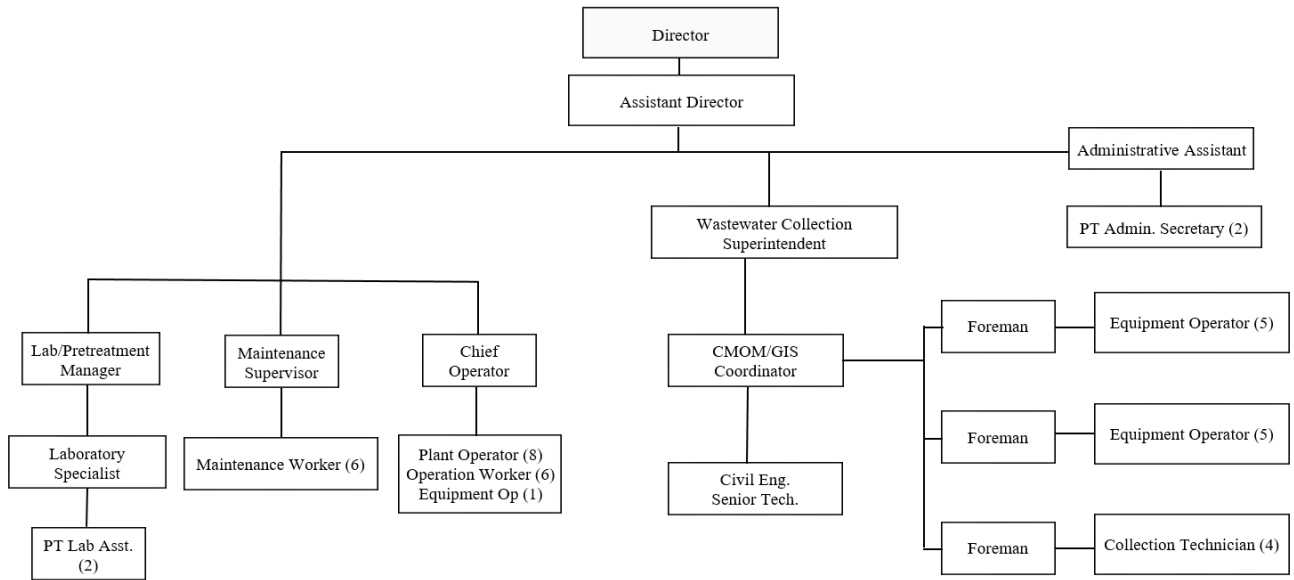
3.1.2.10 Public Works

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.

3.3.1 General Collections (continued)

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.

3.3.1 General Collections (continued)

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.

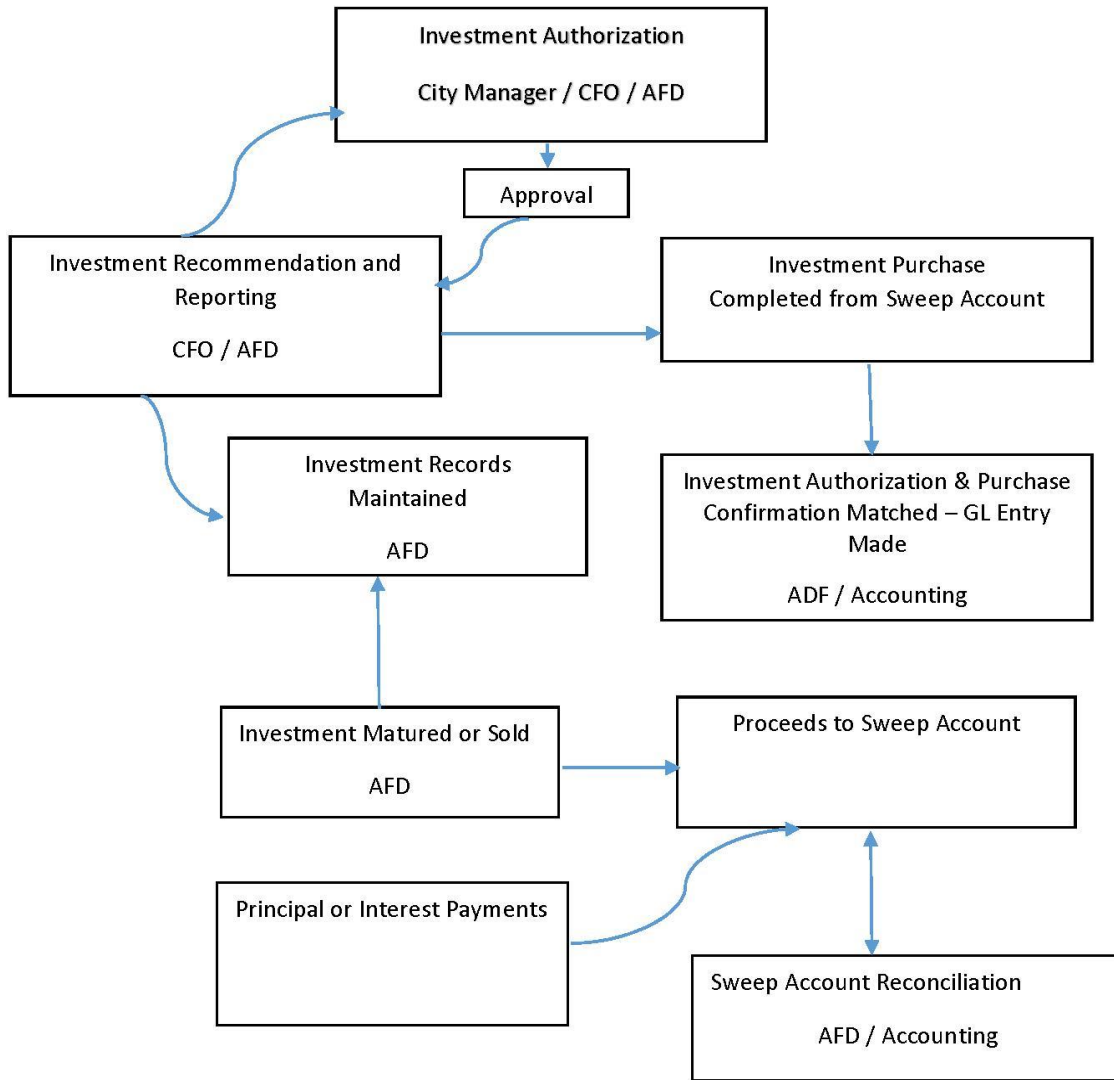
3.3.3 Investments (continued)

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

Procedures for policies 1-6

- 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 accounts 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 identify 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

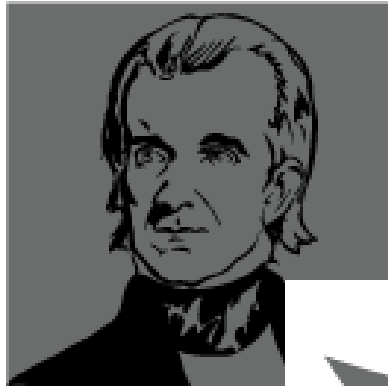
- Evaluate and document the current state of the internal control system and document the differences between the criteria of the design and the current condition of internal control, for purposes of establishing a baseline.
- Determine whether to change the design of internal control or implement corrective 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



T E N N E S S E E

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 violation. 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 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 performed 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 through 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. Category 1 - Purchases of \$0.01 to \$100.00
 - 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 that 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 than \$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.

1. 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
<p>SMALL projects</p> <ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)
<p>MID-RANGE projects</p> <ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • The selected CEI consultant shall not be associated with any other aspect of the project.
<p>LARGE projects</p> <ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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 involved. The City Manager's decision shall be final.

Vendor Protest – The process for handling a protest related to a bid or the award thereof is 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 than the purchasing threshold used for non-federal purchasing.
2. Purchases for \$3,500 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.

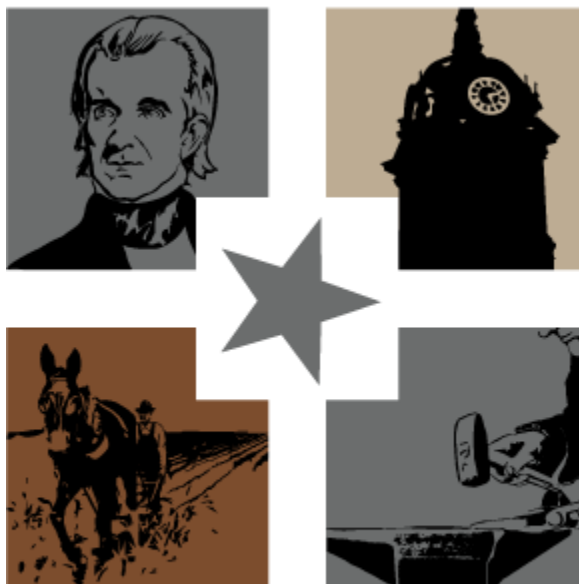
Records disposition authority (15.03)

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

CITY OF COLUMBIA



T E N N E S S E E

Something good around every corner.

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.

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

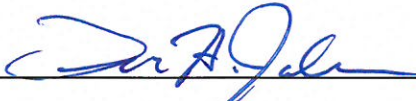
Custodial Safekeeping

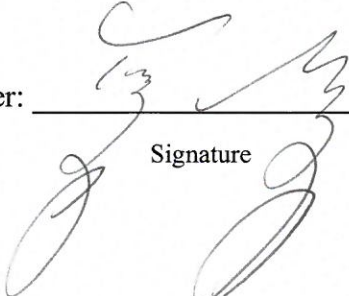
All investments shall be held in the name of the City of Columbia.

Settlements

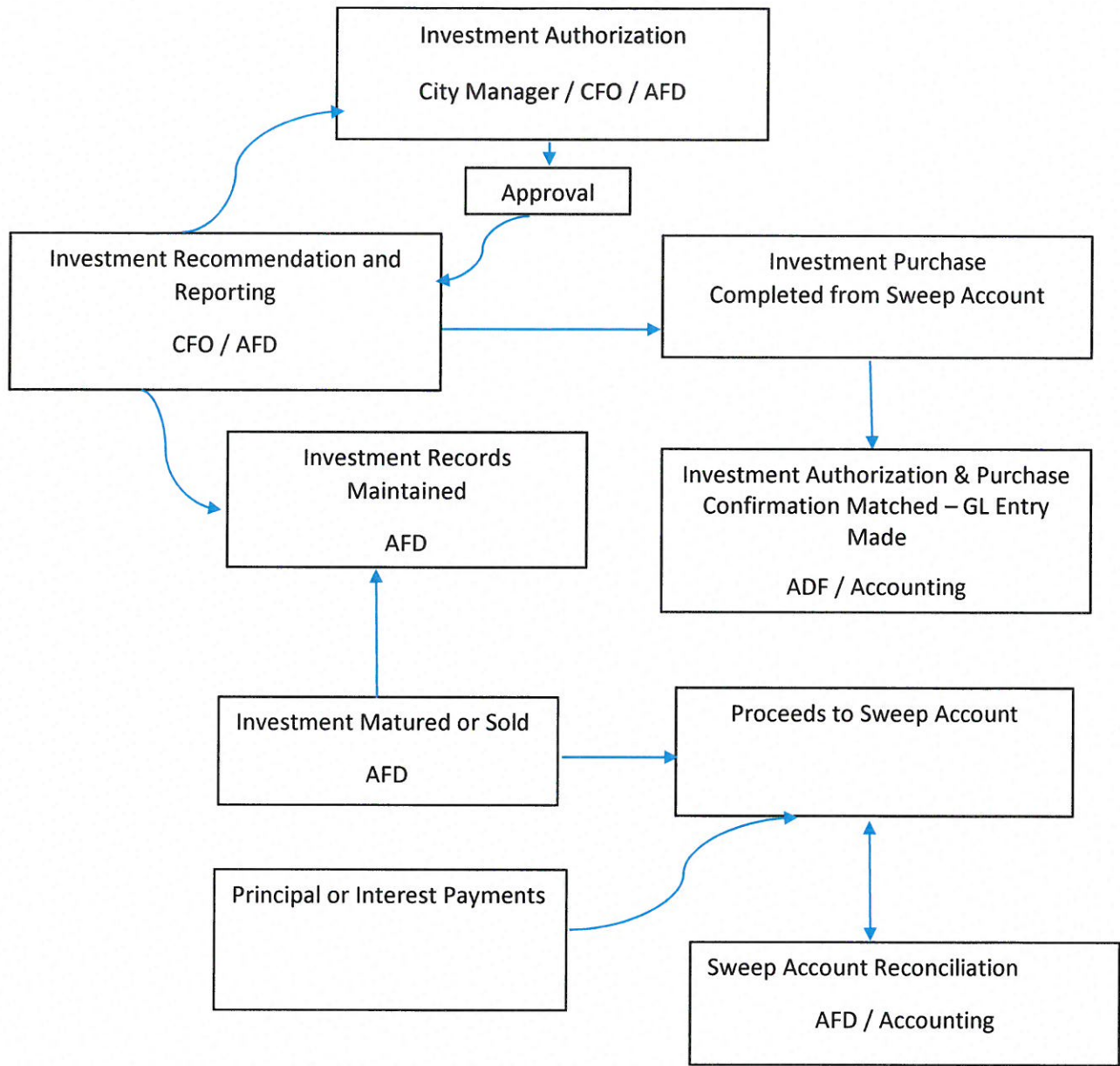
All trades shall be on a delivery vs payment method.

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

Flowchart of Investment Activities





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.

A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS IN GREYSTONE SUBDIVISION FOR OWNERSHIP 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



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, Ordinance No. 4579, Ordinance No. 4579 Exhibit A, Ordinance No. 4579 Exhibit B, and Ordinance 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: _____

file

This Instrument Prepared By:
K. Brian Hay, Attorney at Law
104 W. 6th Street, Ste. 200
Columbia, TN 38401

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

Name and Address of New Owner:	Name and Address of Entity Responsible for Payment of Real Property Taxes
Justin Batt and wife Heather Batt 2311 Darks Mill Rd Columbia, TN 38401	SAME AS NEW OWNER

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 LEAVING 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

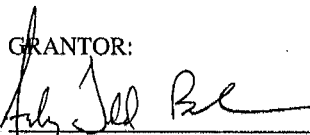
The property description used herein above is the same as contained in the last deed of reference and no new boundary survey is available.

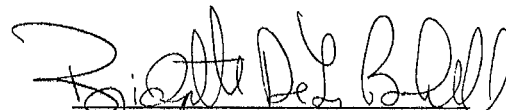
TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto appertaining unto Grantee, its successors and assigns in fee simple forever.

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.

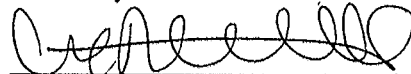
GRANTOR:

Aubrey Todd Burchell


Bridgette DeLon Burchell

STATE OF TENNESSEE
COUNTY OF MAURY

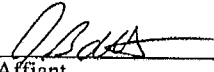
Before me, Christina Reeves, a Notary Public in and for the aforesaid state and county, personally appeared **Aubrey Todd Burchell and wife Bridgette DeLon Burchell**, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that 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

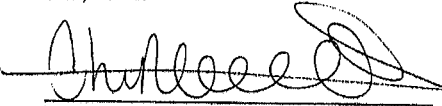


I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for the transfer or the value of the property transferred, whichever is greater, is **\$817,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

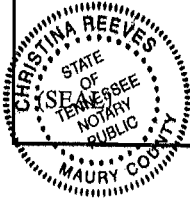


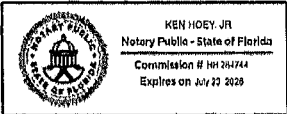
Affiant

Subscribed and sworn to before me this 19th day of June, 2020.



Notary Public
My Commission Expires: 09/21/2021



QUITCLAIM DEED		STATE OF <u>Florida</u> , COUNTY OF <u>Sarasota</u>
		THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS \$10.00.
		<u>Justin Batt</u> Affiant
		Subscribed and sworn to me on <u>06/23/2025</u> , 2025.
		<u>Ken Hoey, Jr.</u> NOTARY PUBLIC
My Commission Expires: <u>07/23/2026</u>		
THIS INSTRUMENT WAS PREPARED BY:		
John Cobb Rochford Rochford Law & Real Estate Title, PLLC 2200 Abbott Marlin 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 ET VIR 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.

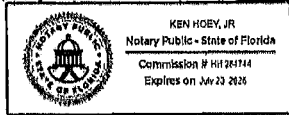
WITNESS my hand on 06/23/2025, 2025.

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

My Commission Expires: 07/23/2026
Notarized remotely online using communication technology via Proof.

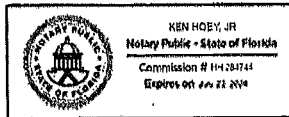
STATE OF Florida
COUNTY OF Sarasota

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



Notarized remotely online using communication technology via Proof.

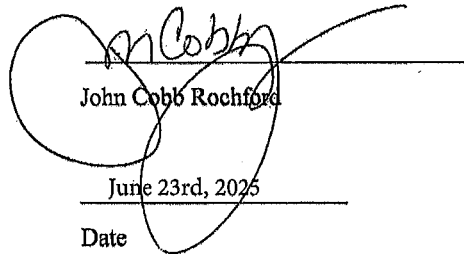
BK/PG:R3076/1447-1449
25009035

3 PGH 1 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 and 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

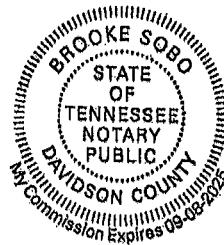
State of Tennessee
County of Davidson

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



J.F.

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.
M. GLENN WEST, JR.

Elizabeth West Crouch
ELIZABETH WEST CROUCH

Joanna West Dransfield
JOANNA WEST DRANSFIELD

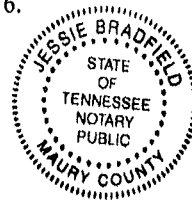
Hillious Sullivan
HILLIOUS SULLIVAN, EXECUTOR

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 bargainer, 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.

Jessie Bradford
NOTARY PUBLIC



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 bargainer, 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

Pamela Lois Huff
NOTARY PUBLIC



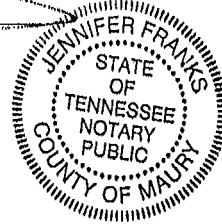
My commission expires:
11/18/19

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 bargainer, 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



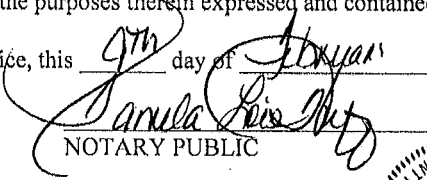
My commission expires:

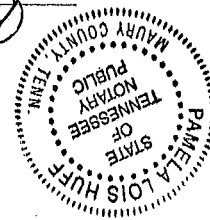
9-25-19

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 bargainer, 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



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

[Signature], Affiant

Subscribed and sworn before me this 31 day of December, 2016.

[Signature]
NOTARY PUBLIC

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

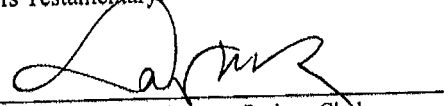
<p>Maury County Chancery Court 41 Public Square Columbia, TN 38401 (931) 375-1307</p>	<p>LETTERS TESTAMENTARY</p>	<p>Case Number 60CH1-2016-PR-36 P-036-16</p>
<p>In the Matter of the Estate of: <u>Ann Lightfoot West</u> Deceased</p>		

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.

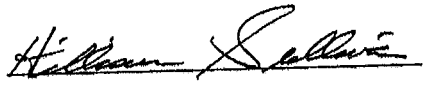
It is, accordingly, ordered that Letters Testamentary are hereby issued to the above named Executor(s), being now therefore empowered to enter into and take possession of all property rights and credits of this deceased person and to administer this estate as required by law.

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.




Date: 2/12/2016

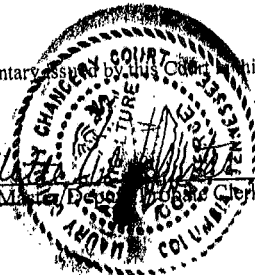
Clerk and Master/Deputy Probate Clerk

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 12 of July 1993 at 3:58 o'clock P M
Deed Book 15 Page 600 Receipt # 25443 Recording Exp 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.
M. GLENN WEST, SR.

Ann L. West
ANN L. WEST

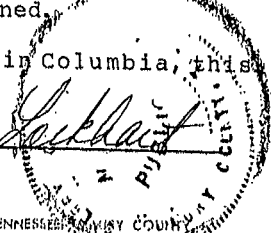
STATE OF TENNESSEE
COUNTY OF MAURY

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.

Sherry Moore Gickhart
NOTARY PUBLIC

My commission expires: 9/20/93



STATE OF TENNESSEE, MAURY COUNTY
I do hereby swear or affirm that the actual consideration for this transfer is the value of the property described herein which is expressed to be \$ 25,000.00

M. Glenn West, Sr.
Ann L. West
2
Notary Public
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 # 28123 Recording Fee 2.00
State Tax 92.50 Probate Fee 1.00 Total 101.50
Book 1196 Page 242, Witness my Hand,
MAURY COUNTY REGISTER OF DEEDS

Cl. 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.
M. GLENN WEST, SR.

Ann L. West
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.

William S. [Signature]
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 here:

Kevin + Joanna Dransfield
Darks Mill Rd
Columbia, TN 38401

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

M. Glenn West, Sr. Affiant
Subscribed and sworn before me this 20 day of Sept 1993

William S. [Signature]
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:

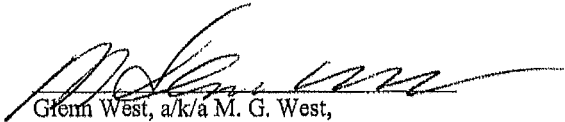
For the consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST PARTY conveys and quitclaims unto SECOND PARTY all of his right, title and interest in and to the following described property:

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.

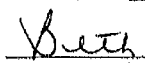

Glenn West, a/k/a M. G. West,
a/k/a Malcolm Glenn West,
a/k/a M. Glenn West

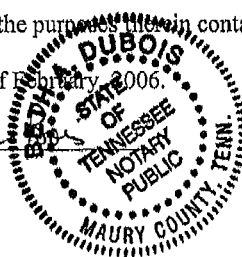
STATE OF TENNESSEE - COUNTY OF MAURY

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


Beth A. Dubois
Notary Public



STATE OF TENNESSEE - MAURY COUNTY

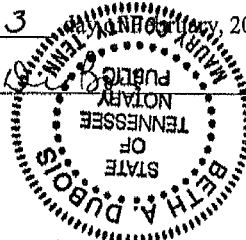
I hereby affirm that the actual consideration for this transfer is \$-0-

Deborah K. [Signature]
Affiant

Subscribed and sworn to before me, this 3 day of November, 2006.

My commission expires:
May 19, 2009

Beth A. [Signature]
Notary Public



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

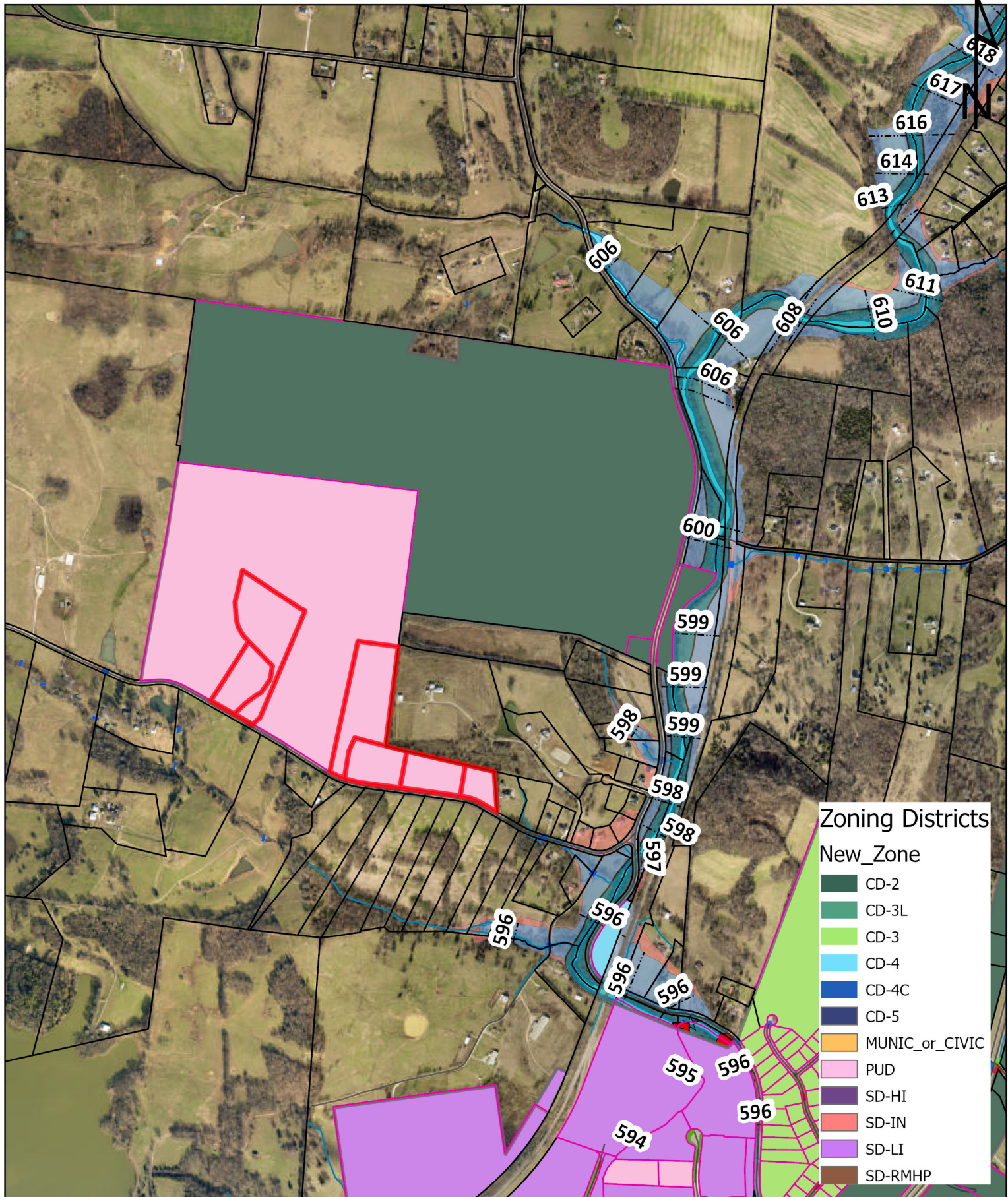
BK/PG:R1902/447-448

06002025

2 FOR 1 AL - QUITCLAIM DEED	
LENNIS BATCH: 45718	
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

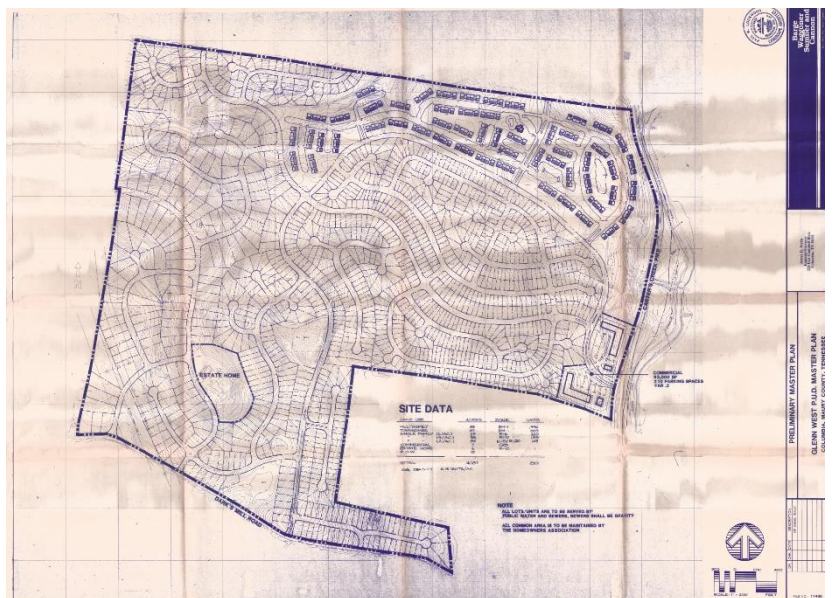
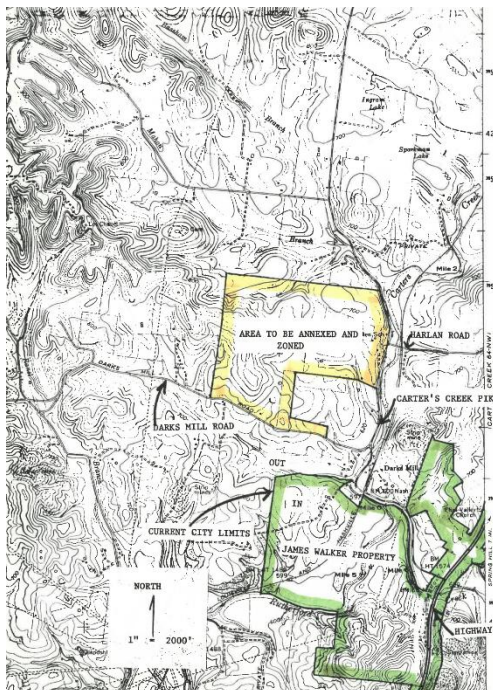
DEANNEXATION: DARKS MILL ROAD

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

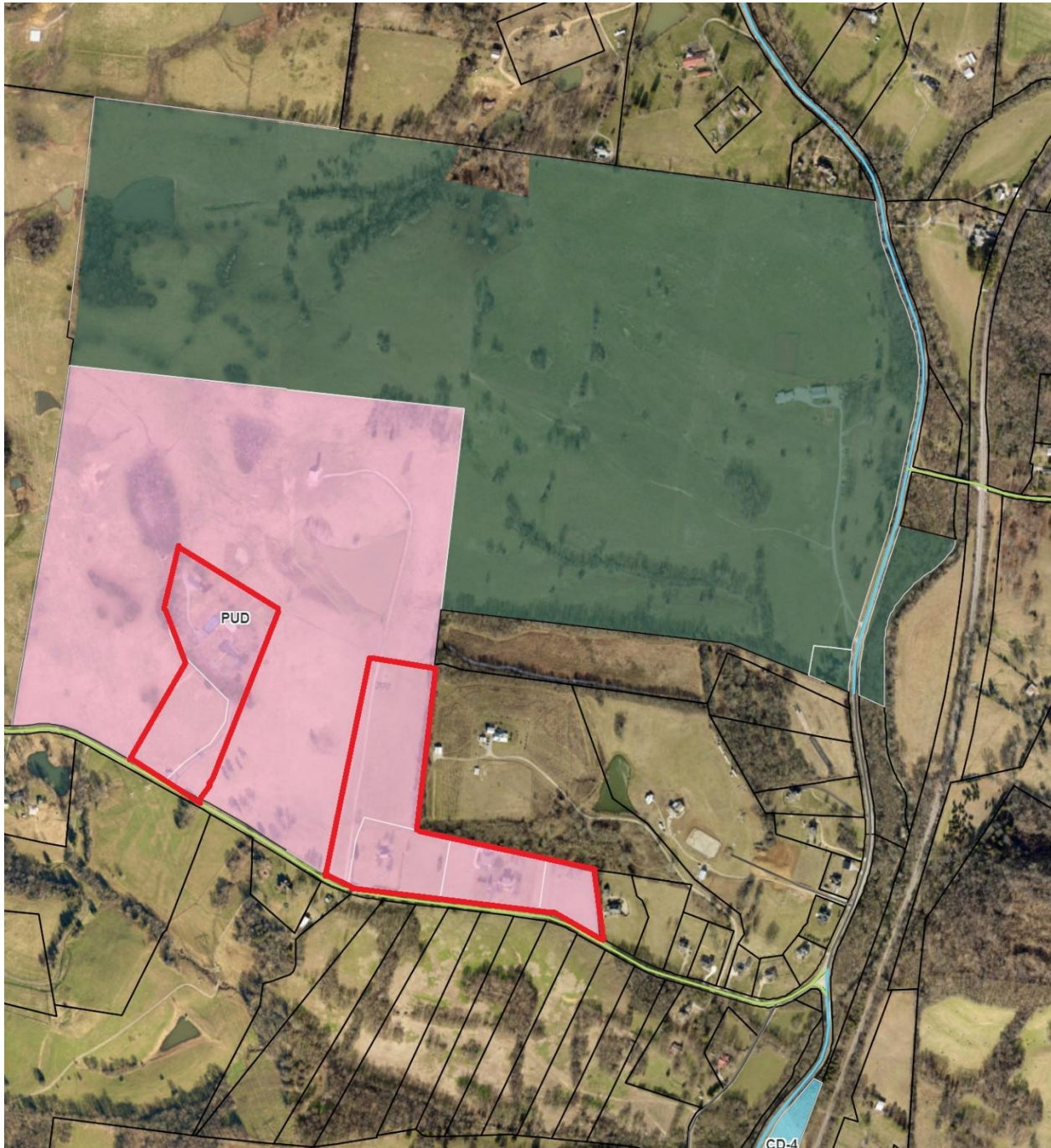
Per TN State Law, a resident cannot ask for Deannexation. Deannexation must be led by the City. The following residents reached out to their City Council member for Ward 5, Brian McKelvy. City Council then asked for a recommendation from the Planning Commission on this matter, and that is why this is 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.

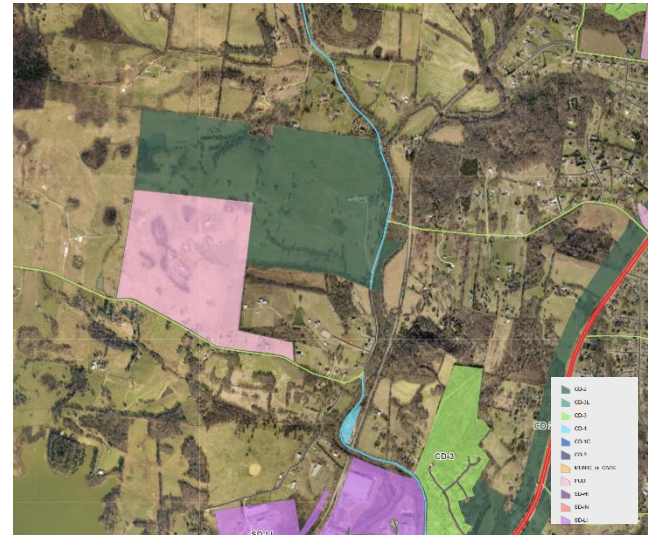
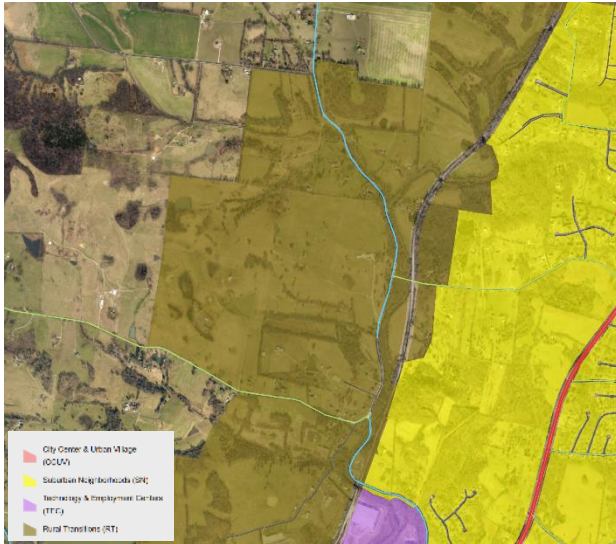


SITE INFORMATION

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 Associate, 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 Ordinance No. 4580, Ordinance No. 4580, Ordinance No. 4580 Exhibit A, Resolution No. 18-37, Ordinance 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.

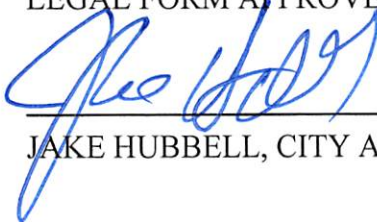
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of February, 2026.

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: _____

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.

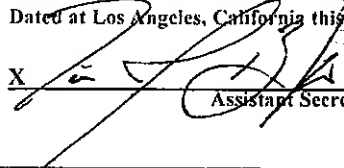
FURTHER RESOLVED: That authorization is also given to grant to the City of Columbia, Tennessee two fifty-foot-wide temporary construction easements along the northern and southern boundary lines of the aforementioned deeded property for the purpose of installation and/or relocation of Columbia Rock Products 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.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

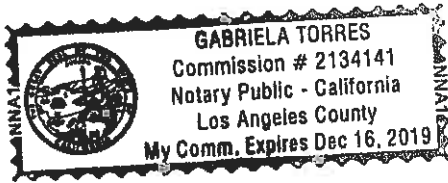
CIVIL CODE § 1189

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.



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 [Handwritten 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
[] Corporate Officer -- Title(s): Asst. Secretary
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: International Church of the Foursquare Gospel

Signer's Name: Ralph Devin
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[X] Other: Controller
Signer Is Representing: International Church of the Foursquare Gospel



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. 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.

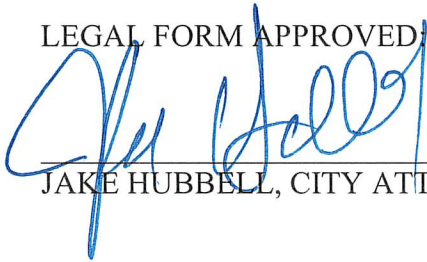
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 12th day of March, 2026.

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

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

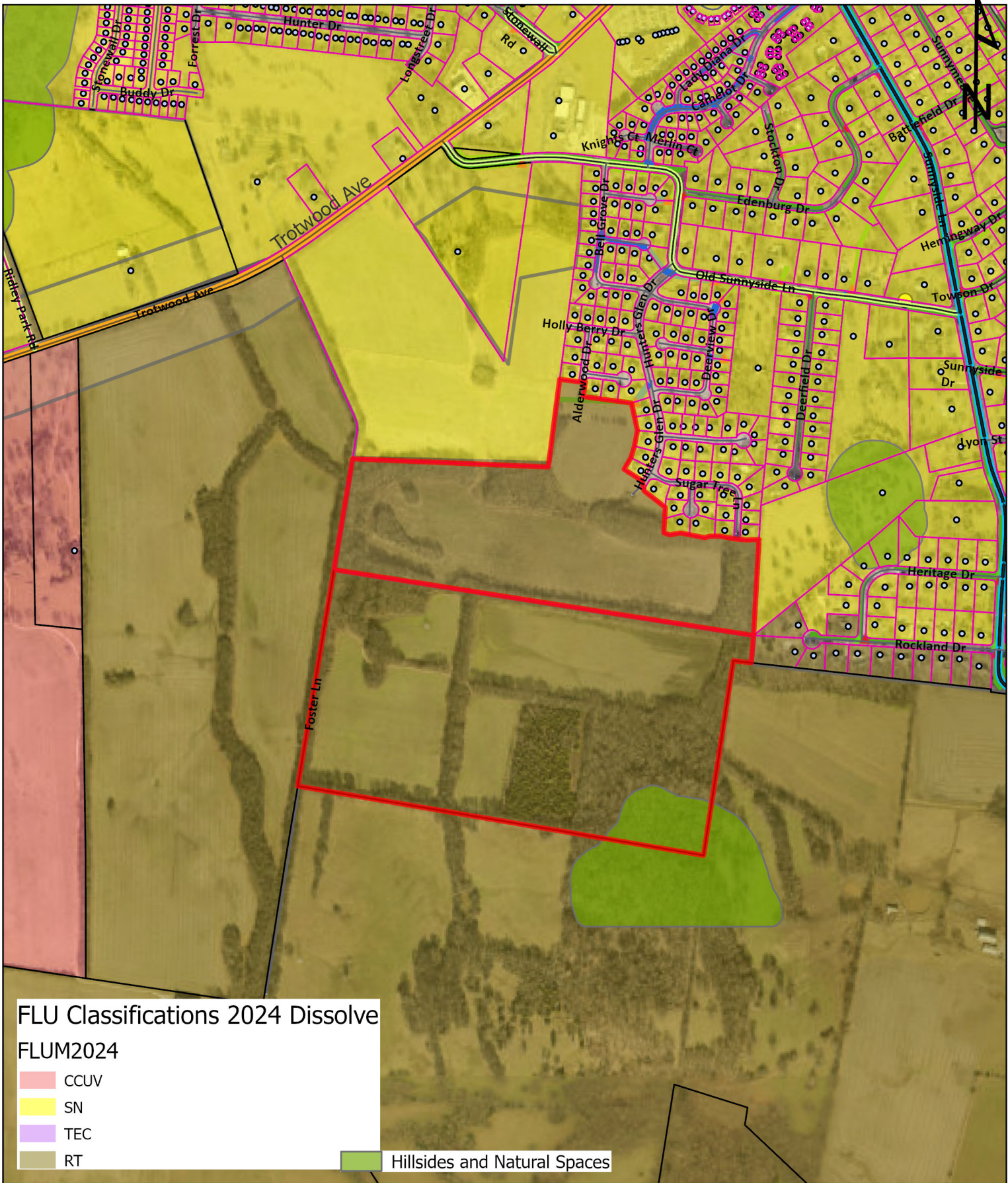
A parcel of land located in the 9th civil District of Maury County, Tennessee. More particularly described as follows;

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




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 Rural 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 adequately 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.

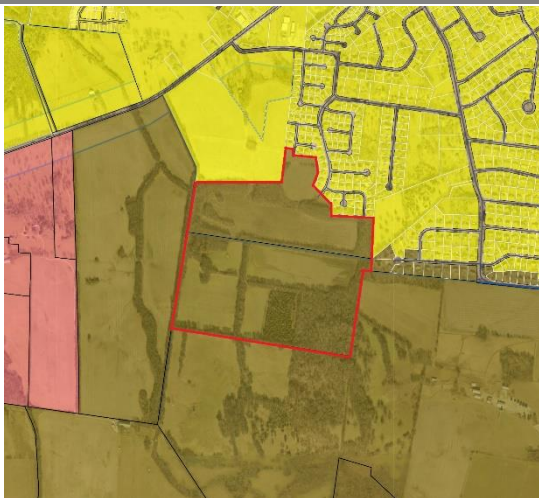


SITE INFORMATION

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 Transition Future Land Use.



Rural Transition

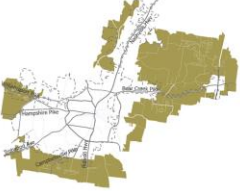
Character & Intent
 The Rural Transition (RT) future land use classification is comprised of unincorporated areas within Columbia's UGB as well as areas of low-intensity development. The area is characterized by very low-density residential neighborhoods, large-lot semi-rural estates, open spaces, and legacy agricultural operations. The intent of the RT future land use classification is to create and maintain a discernible transition between agricultural uses in unincorporated Maury County and the suburban areas within Columbia.


Future development is limited and emphasizes the preservation of agricultural uses, open spaces, and the semi-rural character of areas adjacent to the city. Natural and scenic features, such as rolling hills, rivers, rock outcroppings, and historic homes should be preserved.

Land Use Considerations
 The primary land use is very low-density detached housing. Secondary land uses include accessory dwellings, low-intensity agricultural operations, utility facilities, civic spaces, parks, and open space. New mixed-use, medium-density residential, commercial, industrial and warehouse uses are inappropriate.

Form & Patterns
 The RT future land use area is characterized by single-family detached residential areas and legacy agricultural operations, implementing bulk and design standards prescribe large lots with very deep setbacks. In contrast to other areas, site and design requirements are minimal. Public frontages are insignificant and the delineation of public and private space is imprecise. Lots and roadways generally do not form blocks; however, large blocks become discernible in proximity to areas under other land use classifications. Complete urban services may not be available. Annexations and rezonings are inappropriate without concurrent extensions of urban services. Private land users provide their own parking.







Implementing Districts
 Rural Character District CD-2
 Civic CV

Implementing Standards
 General Development Pattern: Isolated Uses
 Density (density units per acre): 1 du/acre
 Building Height: 1-3 stories
 Open Space Elements: Parks & Greenways, Occasional Civic Spaces, Private Yards

- 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

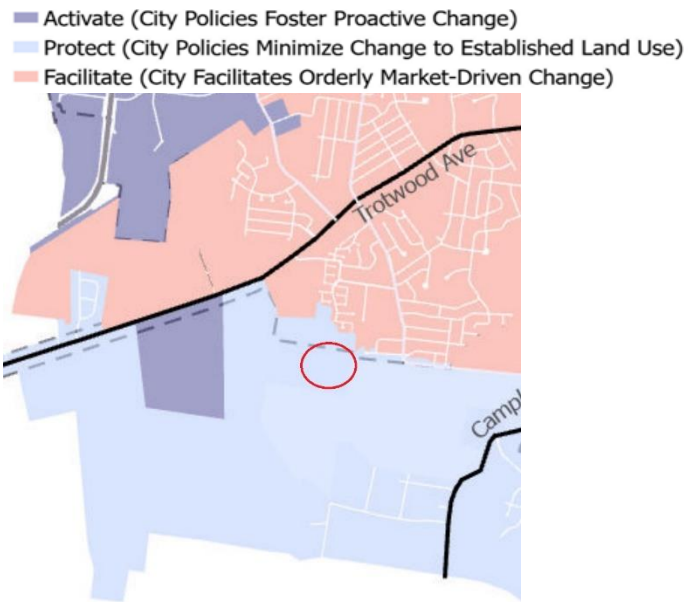
an enumerated implementing district for RT, indicating a significant departure from the planned zoning framework for this area.

- **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 Rezoning¹ is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. *It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];*
- c. *It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. *It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. *It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. *It has been determined that adequate schools, roads, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.*

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

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

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

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

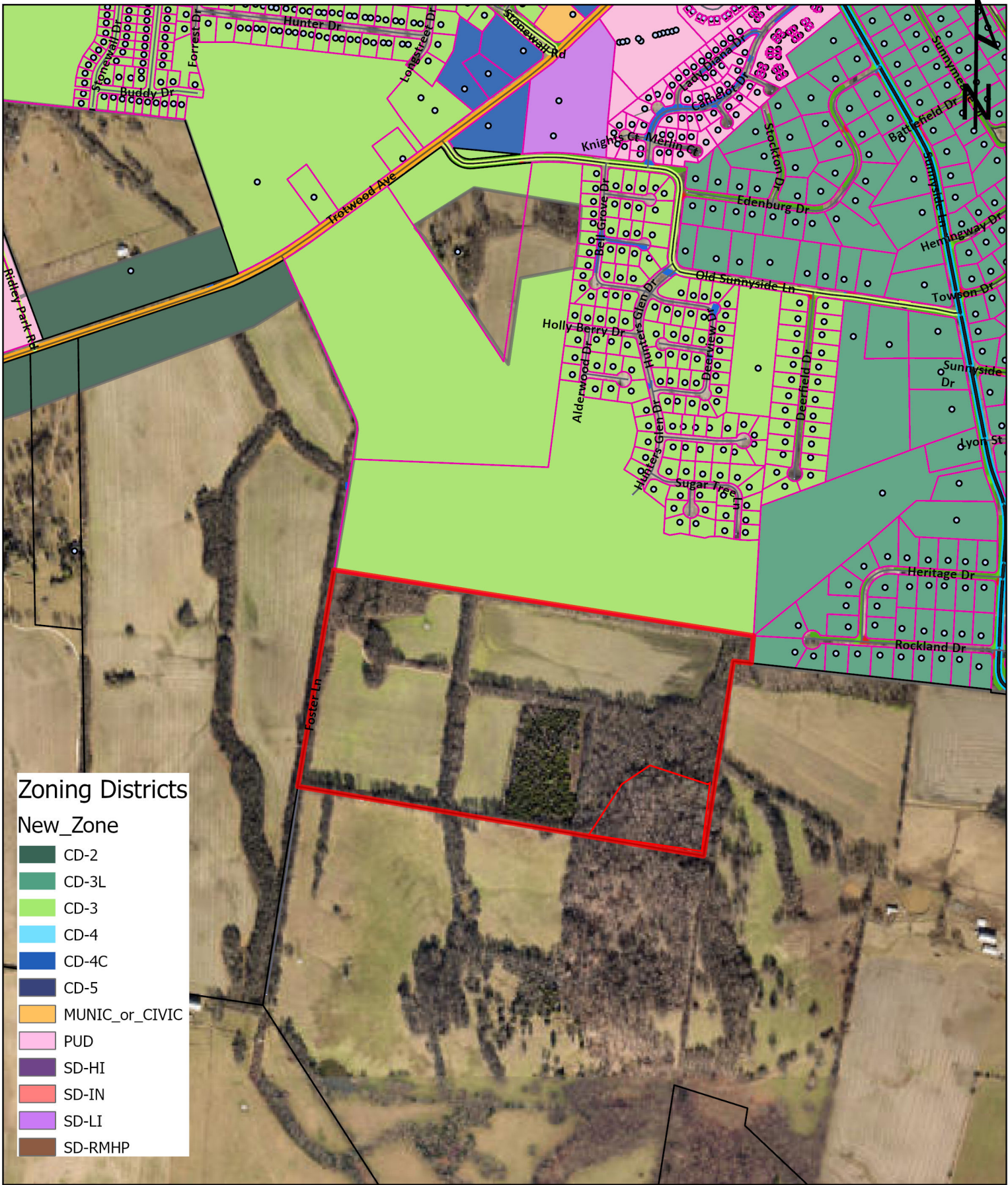
Thence, along the south line of said lands of McBroom Family Partnership, South 79°12'28" East, a distance of 240.92 feet to a found iron pin;

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

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



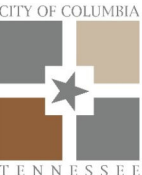
Zoning Districts

New_Zone

- CD-2
- CD-3L
- CD-3
- CD-4
- CD-4C
- CD-5
- MUNIC_or_CIVIC
- PUD
- SD-HI
- SD-IN
- SD-LI
- SD-RMHP

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




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 Rural 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 adequately 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.

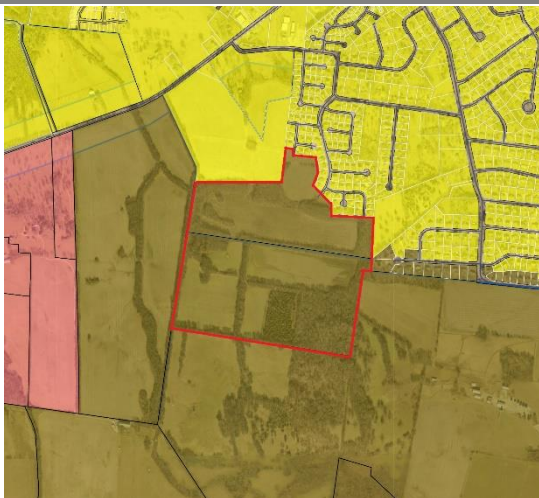


SITE INFORMATION

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 Transition Future Land Use.

Rural Transition

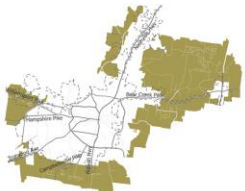
Character & Intent
The Rural Transition (RT) future land use classification is comprised of unincorporated areas within Columbia's UGB as well as areas of low-intensity development. The area is characterized by very low-density residential neighborhoods, large-lot semi-rural estates, open spaces, and legacy agricultural operations. The intent of the RT future land use classification is to create and maintain a discernable transition between agricultural uses in unincorporated Maury County and the suburban areas within Columbia.

Future development is limited and emphasizes the preservation of agricultural uses, open spaces, and the semi-rural character of areas adjacent to the city. Natural and scenic features, such as rolling hills, rivers, rock outcroppings, and historic homes should be preserved.




Land Use Considerations
The primary land use is very low-density detached housing. Secondary land uses include accessory dwellings, low-intensity agricultural operations, utility facilities, civic spaces, parks, and open space. New mixed-use, medium-density residential, commercial, industrial and warehouse uses are inappropriate.

Form & Patterns
The RT future land use area is characterized by single-family detached residential areas and legacy agricultural operations, implementing bulk and design standards prescribe large lots with very deep setbacks. In contrast to other areas, site and design requirements are minimal. Public frontages are insignificant and the delineation of public and private space is imprecise. Lots and roadways generally do not form blocks; however, large blocks become discernable in proximity to areas under other land use classifications. Complete urban services may not be available. Annexations and rezonings are inappropriate without concurrent extensions of urban services. Private land users provide their own parking.



Implementing Districts
Rural Character District CD-2
Civic CV

Implementing Standards
General Development Pattern: Isolated Uses
Density (density units per acre): 1 du/ac
Building Height: 1-3 stories
Open Space Elements: Parks & Greenways, Occasional Civic Spaces, Private Yards



- 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

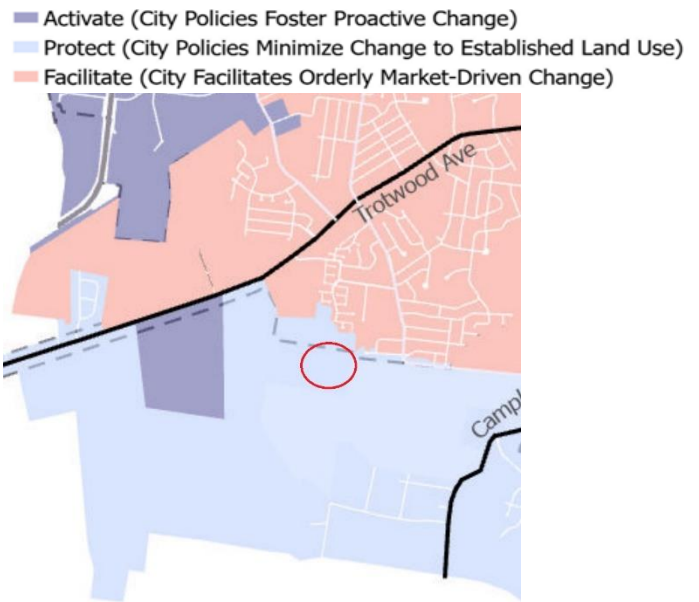
an enumerated implementing district for RT, indicating a significant departure from the planned zoning framework for this area.

- **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 Rezoning¹ is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. *It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];*
- c. *It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. *It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. *It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. *It has been determined that adequate schools, roads, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.*

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

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

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

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



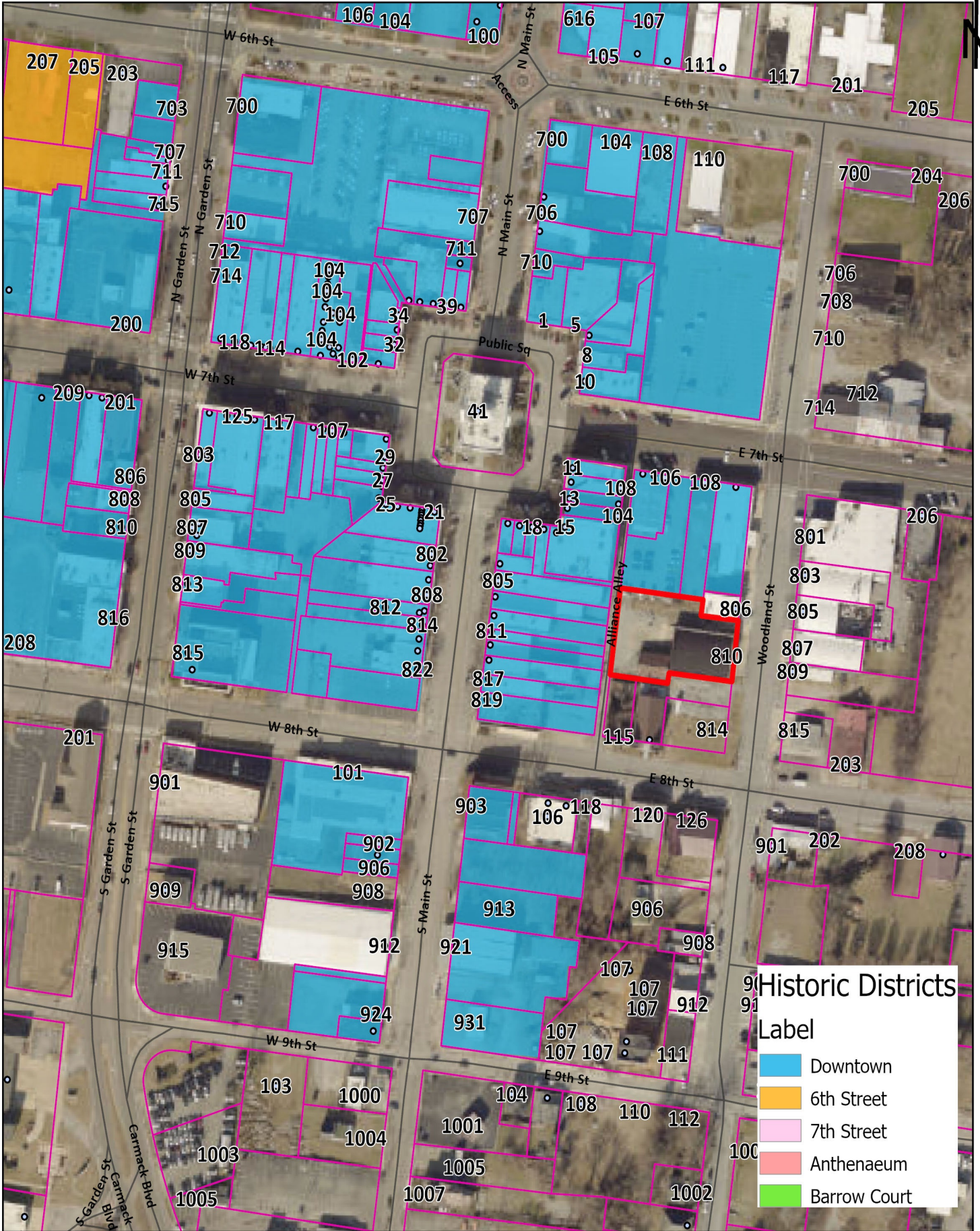
JAKE HUBBELL, CITY ATTORNEY

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

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.



810 WOODLAND STREET
 The subject property lies immediately adjacent to the east boundary of the current historic district separated only by a narrow alley - Alliance Alley. The North side is split between two lots already incorporated into the historic district and a building that, though not yet included, has potential to become part of the district as well. The South and East lines extend into areas that are currently undesignated and outside of the current boundary. Situated on a street with deep roots in mid-20th century Columbia Automobile history, this building is one of several structures now known as Columbia's Moto Alley. This is also the hub for Columbia's Coffee & Cars every 3rd Saturday of the month where vintage cars are parked and shown off for spectators to view. It's location just outside of the current boundary makes it a logical candidate for inclusion. It will extend the historic district's fabric in a direction that maintains continuity of the original commercial automotive street-scene and will strengthen the districts overall character and charm.

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.

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



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. 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 abstentions.

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: _____



Ordinance 4582 Exhibit A

Know what's below.
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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

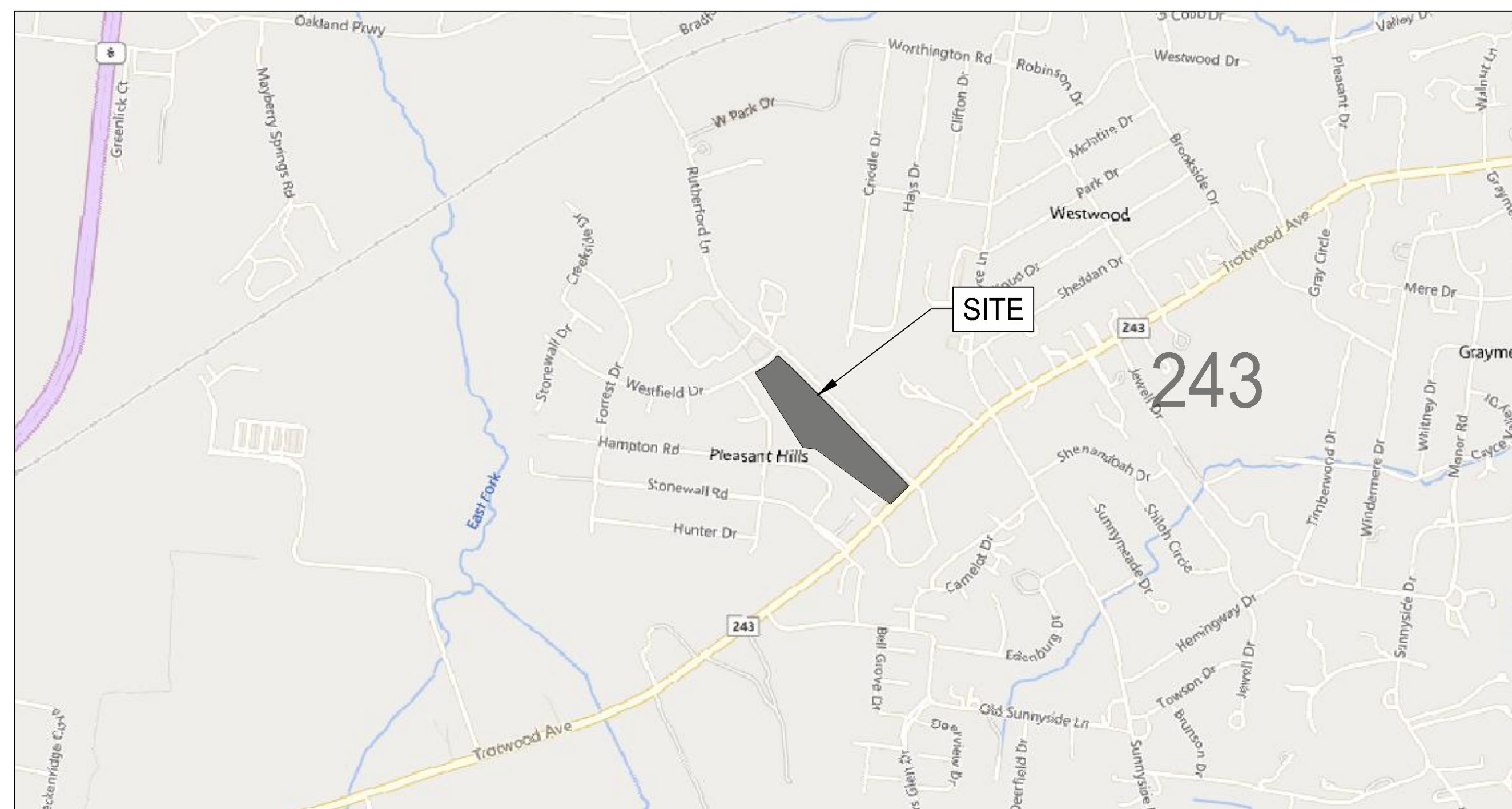
CONTACT: JAY FULMER
615-516-8477

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

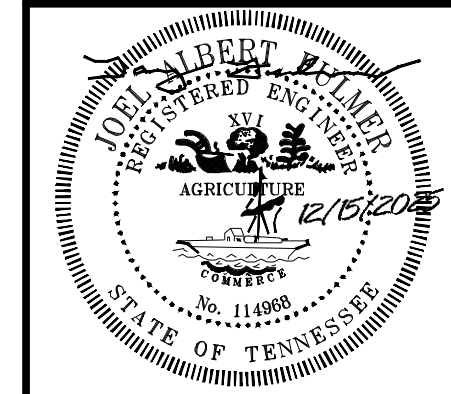


VICINITY MAP
SCALE: 1"=1000'

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

FULMER LUCAS

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



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

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

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 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, BEGINNING AT AN IRON PIN IN THE EAST LINE OF RIDLEY BROTHERS TRACT AT THE SOUTHWEST CORNER OF THE HEREN DESCRIBED TRACT...

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:

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:

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;

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:

THENCE, WITH WESTFIELD DRIVE, THE FOLLOWING FOUR (4) CALLS: 1. NORTH 60° 15' 34" EAST 108.85 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);

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);

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);

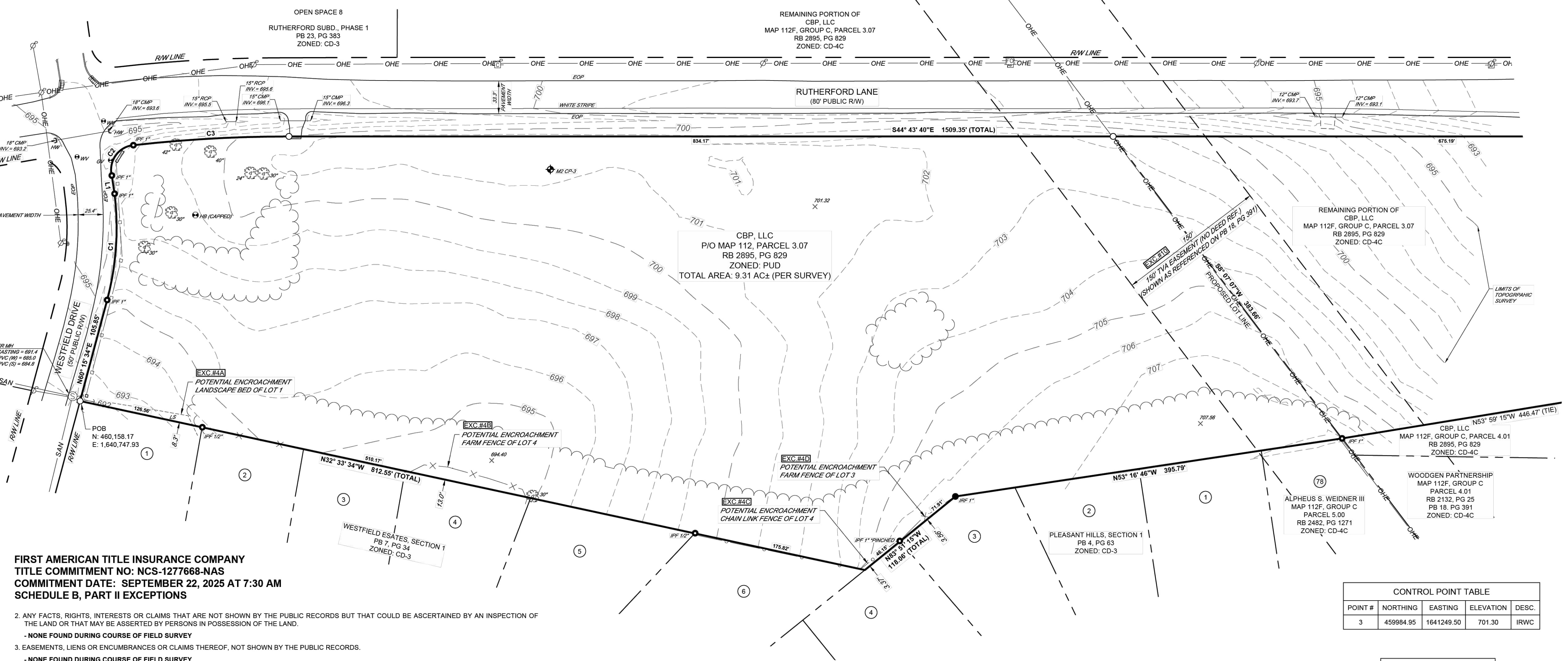
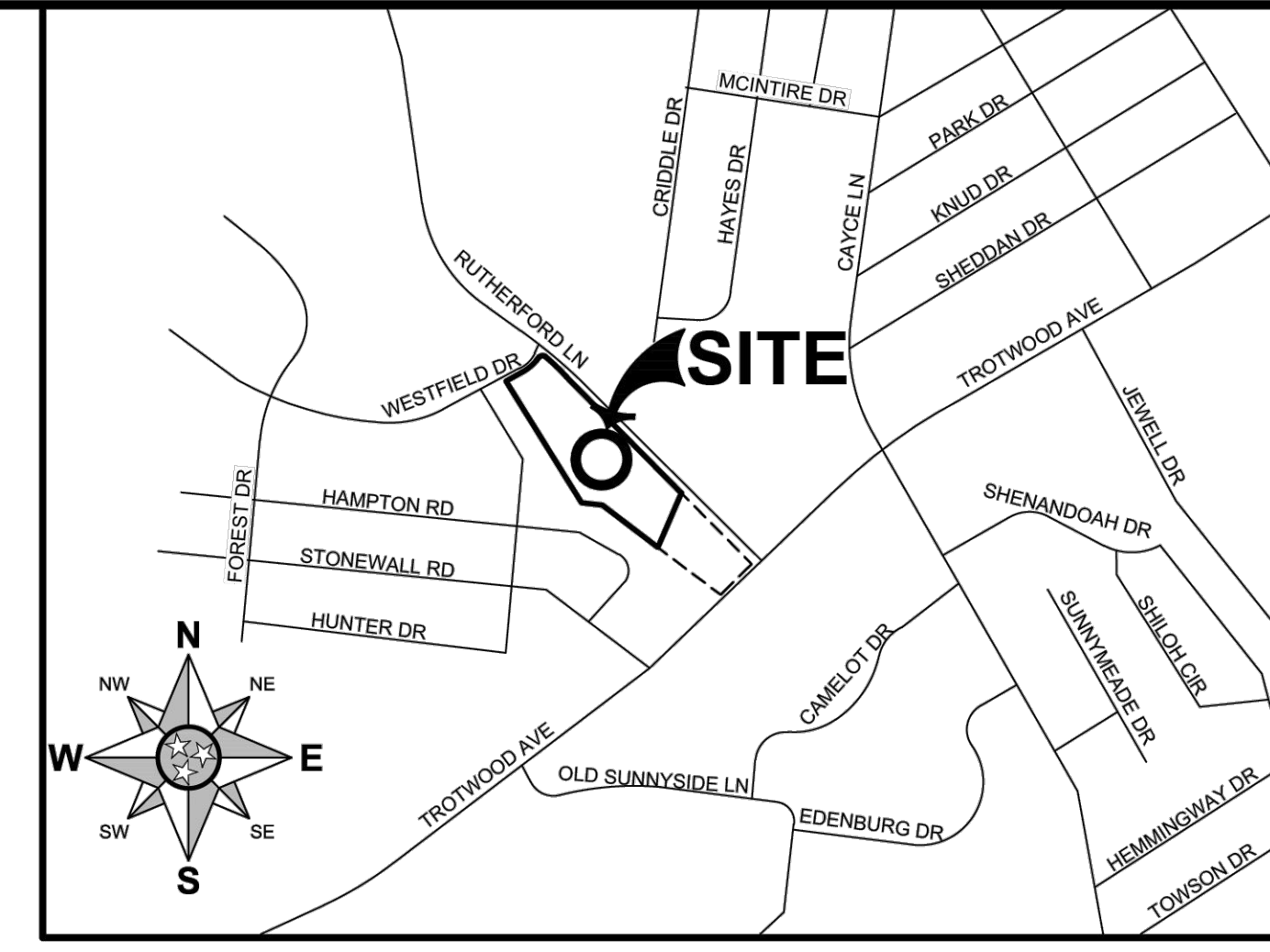
THENCE WITH WESTFIELD ESTATES, NORTH 32° 33' 34" WEST 812.55 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 9.13 ACRES, MORE OR LESS.

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.

LEGEND:

Legend table listing symbols for property lines, easements, fences, utilities, and other features. Includes symbols for existing property line, easement, fence, water line, and various utility markers like manholes and valves.



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.



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 100,000 FEET OF LAND (1:10,000). THIS SURVEY WAS MADE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.



CONTROL POINT TABLE with columns for Point #, Northing, Easting, Elevation, and Desc. Row 3: 459984.95, 1641249.50, 701.30, IRWC.

LINE TABLE with columns for Line #, Length, and Direction. Row 1: 18.65, N36° 46' 42"E.

CURVE TABLE with columns for Curve #, Length, Radius, Chord Brng, and Chord Length. Rows C1, C2, C3 with various measurements.

Table with columns for Revision #, Date, and Description. Includes fields for Date, Project Number, and Sheet Number.

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)

BOUNDARY & TOPOGRAPHIC SURVEY P/O MAP 112, PARCEL 3.07. Includes address: RUTHERFORD LANE, CITY OF COLUMBIA, 9TH CIVIL DISTRICT, MAURY COUNTY, TENNESSEE.

M2 GROUP logo and contact information. P.O. BOX 2543, BRENTWOOD, TN 37024-2543, 615-656-0257 / M2GROUP.LLC.COM. SHEET NUMBER: SV-01.



Know what's below.
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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 ACCOMMODATE 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 BUILT 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 BUILT 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

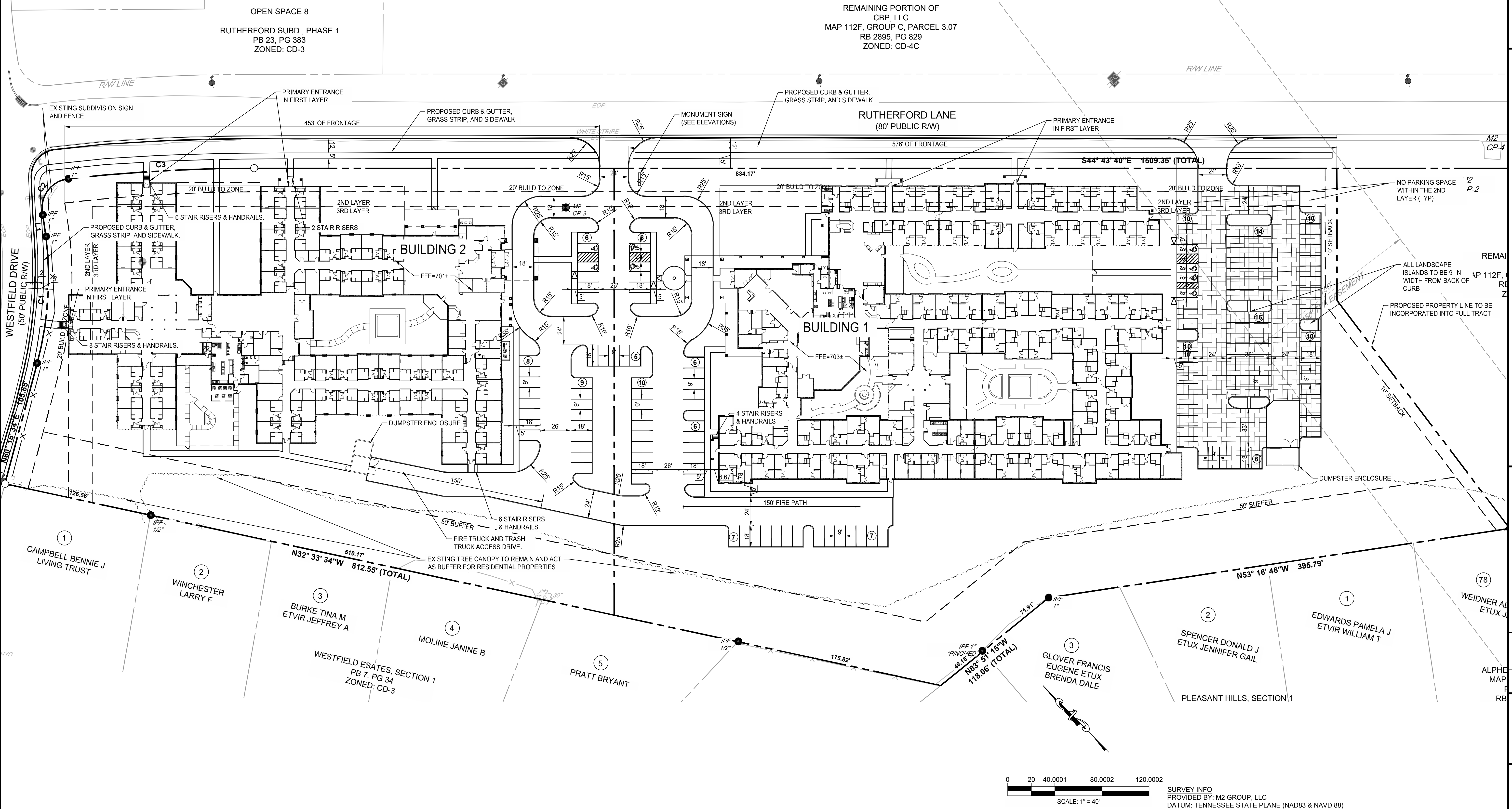
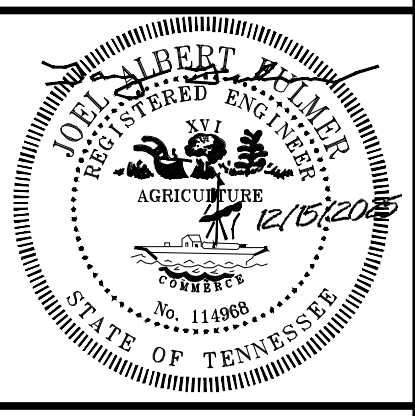
PARKING PROVIDED: 140 TOTAL SPACES

ADA SPACES: 8 ADA SPACES

PHASING:
 PHASE I - BUILDING 1 (2026-2027)
 PHASE II - BUILDING 2 (2027-2028)

FULMER LUCAS

2002 RICHARD JONES RD - SUITE B200
 NASHVILLE, TENNESSEE 37215
 INFO@FULMERLUCAS.COM - (615) 346-3770



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

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

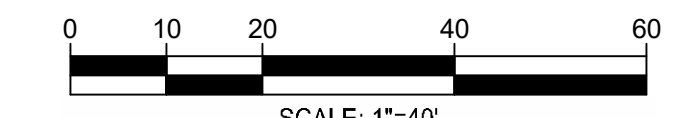
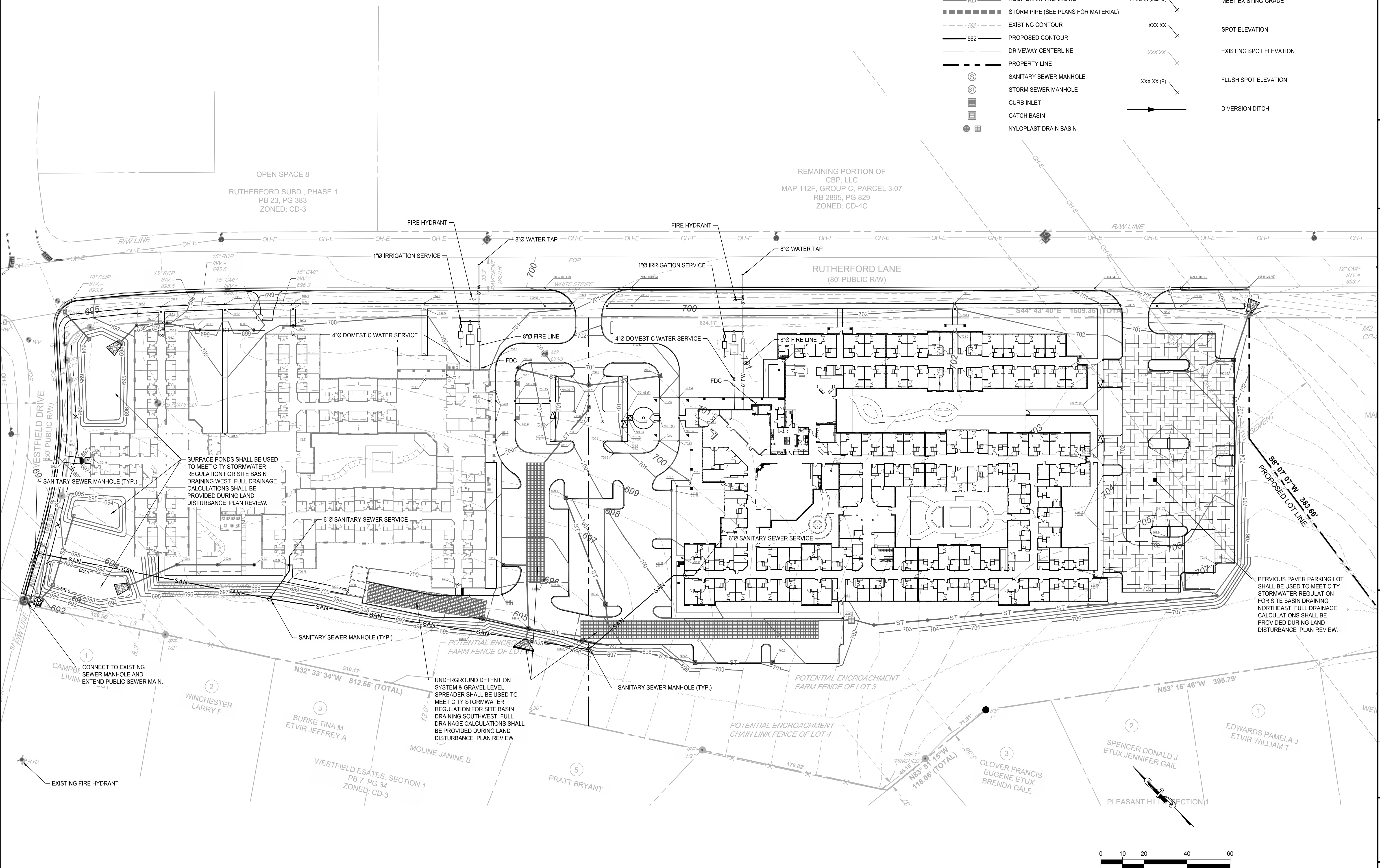
CONCEPTUAL SITE PLAN



Know what's below.
Call before you dig.

LEGEND

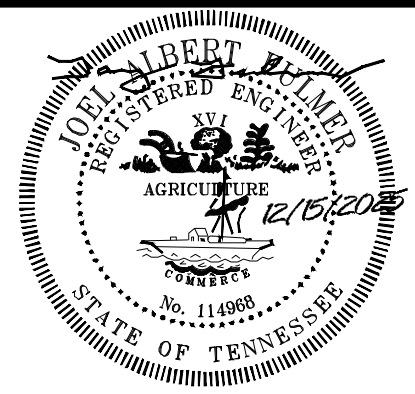
- DW — DOMESTIC WATER SERVICE
- G — GAS SERVICE
- SAN — SANITARY SEWER SERVICE
- OH-E — OVERHEAD ELECTRIC SERVICE
- OH-T — OVERHEAD TELEPHONE SERVICE
- UD — PERVIOUS PAVEMENT UNDERDRAIN
- RD — ROOF DRAIN TRUNK LINE
- STORM PIPE (SEE PLANS FOR MATERIAL)
- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRIVEWAY 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



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

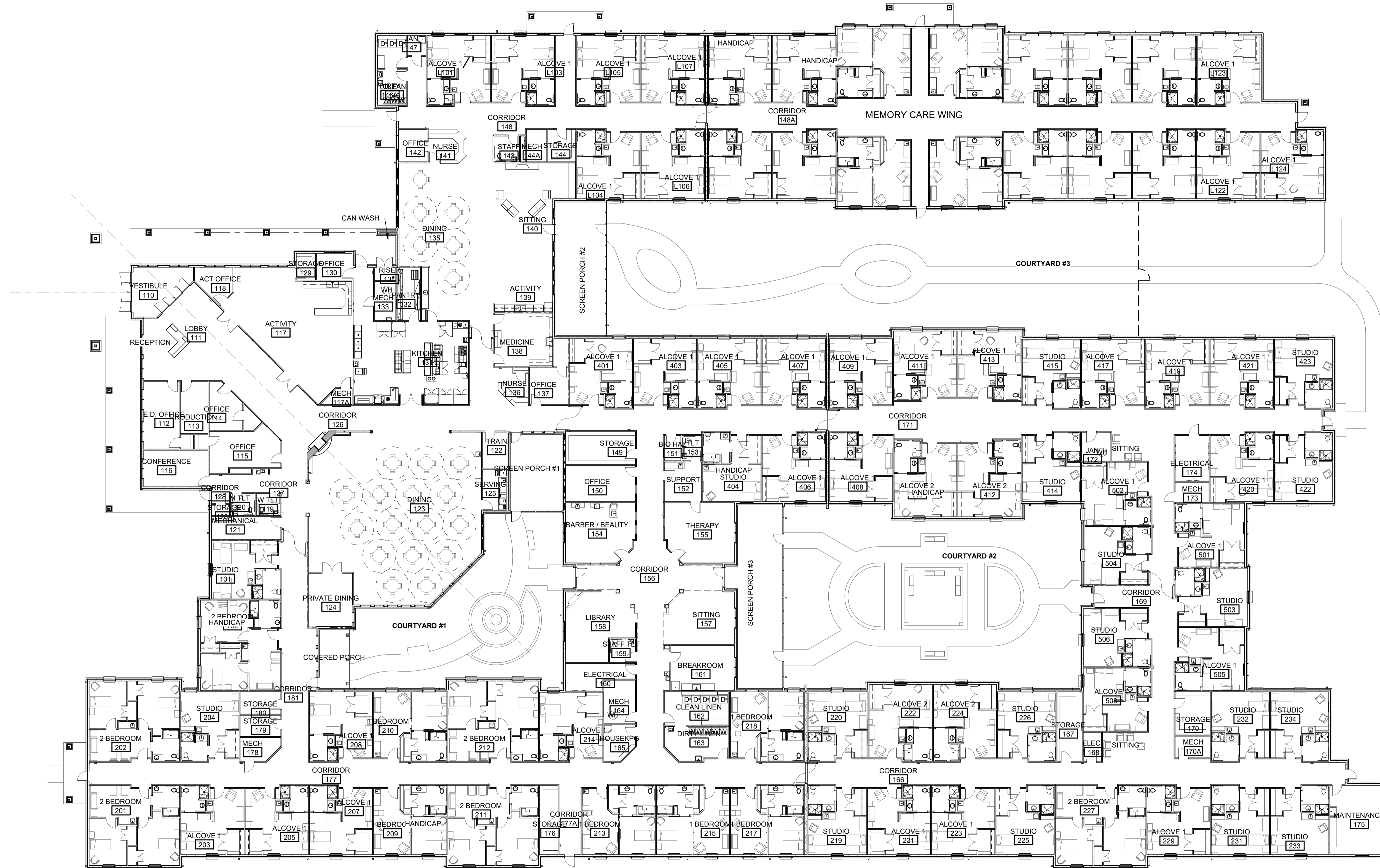


PUD MASTER PLAN FOR:
MORNING POINTE
RUTHERFORD LANE @ WESTFIELD DRIVE
COLUMBIA, MAURY COUNTY, TENNESSEE 38401

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



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



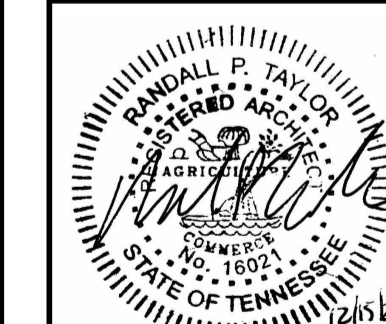
REVISIONS

NO.	DATE	DESCRIPTION

699 DALLAS ROAD
CHATTANOOGA, TN 37405
(423) 265-3272
FAX (423)266-5502



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

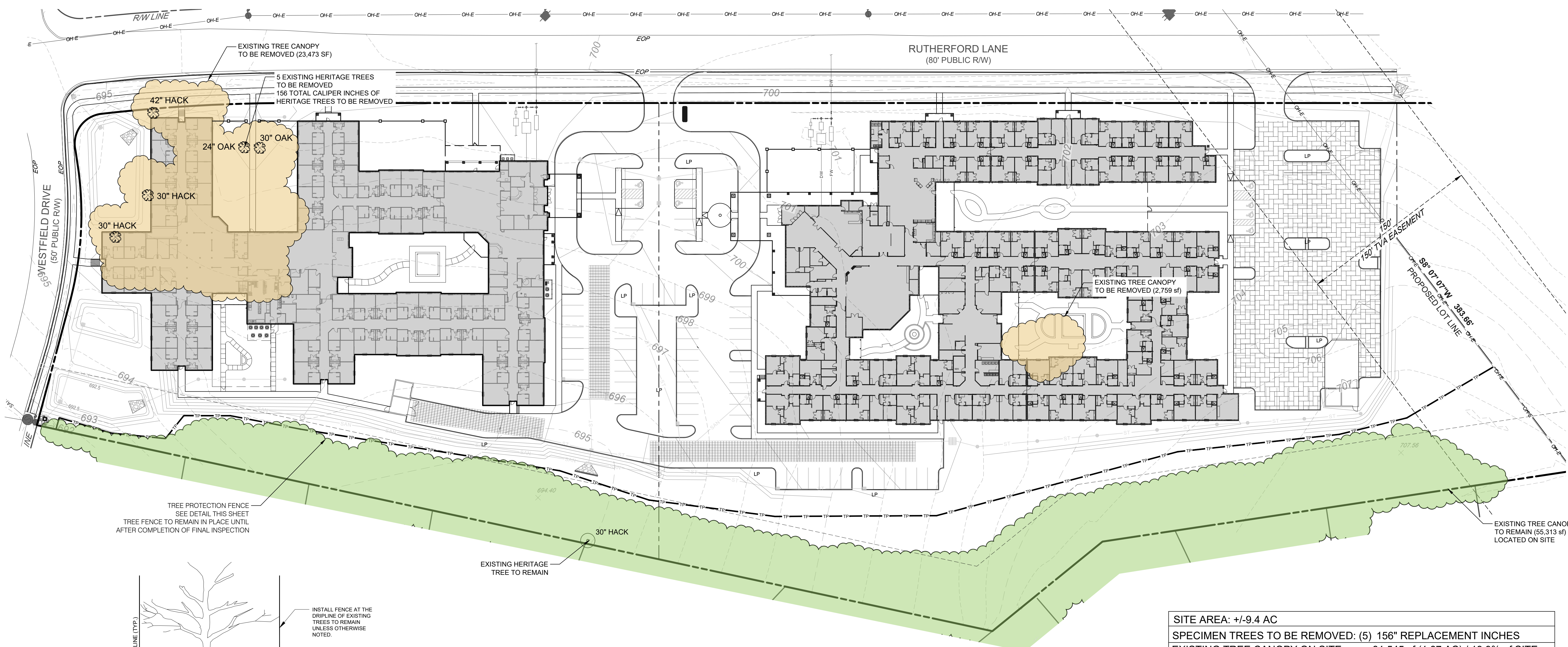


PROJECT #
25049
DATE
12-15-25
DRAWING NAME
FLOOR PLAN

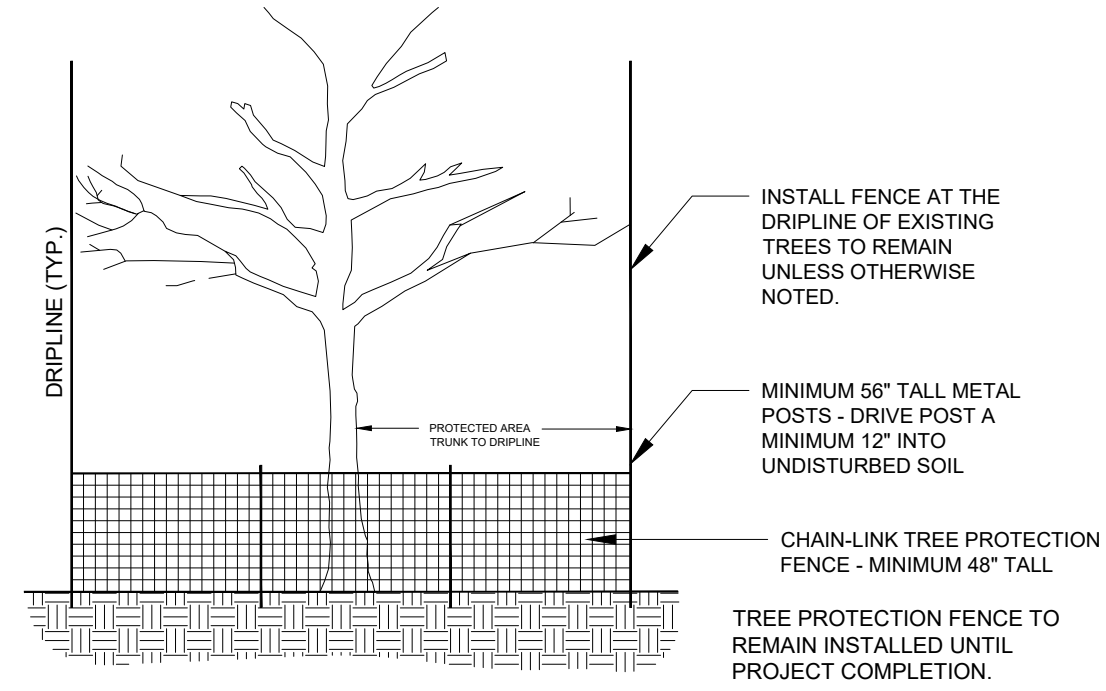
SHEET #

A1

PROPOSED SITE FOR:
MORNING POINTE
 COLUMBIA, TENNESSEE



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)



CHAIN LINK FENCING TREE PROTECTION

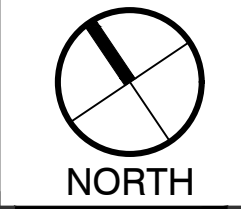
TREE PROTECTION NOTES:

- The tree protection barriers shall be constructed before the issuance of any permits, and shall remain intact throughout the entire period of construction.
- 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.
- 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 pruning to occur prior to grading.
- The storage of building materials or stockpiling shall not be permitted within the limits of or against the protection barriers.
- Trees within the protection barriers must be adequately cared for throughout the construction process (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.
- 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.
- 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.

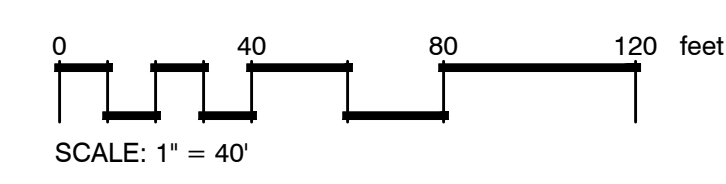


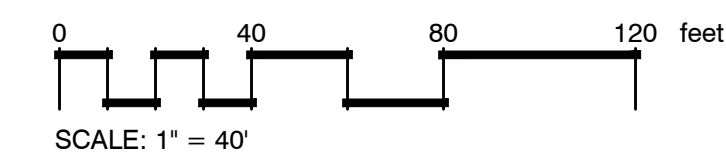
Job # - 25277

By: cb



L1.0





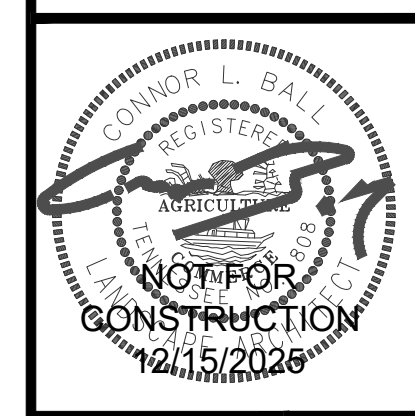
PROPOSED SITE FOR:
MORNING POINTE
 COLUMBIA, TENNESSEE

EXISTING TREE CANOPY TO REMAIN
 TREE PROTECTION 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
 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	Supplemental 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' Ornamental Tree Mix of Cherry, Redbud, Dogwood, etc	B + B	2.5" Cal	Per ANSI
STREET TREES					
	6	Summer Red Red Maple / Acer rubrum 'HO5R' 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, 4 ornamental grasses layered to enhance the aesthetics of the building.	Vanes		



Job # - 25277
 By: cb



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.

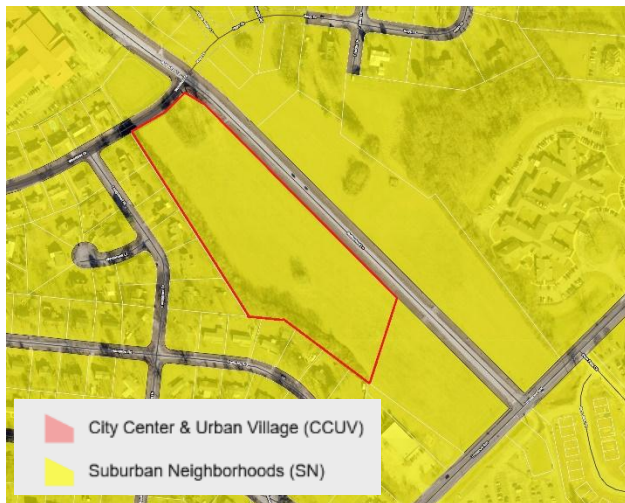


SITE INFORMATION

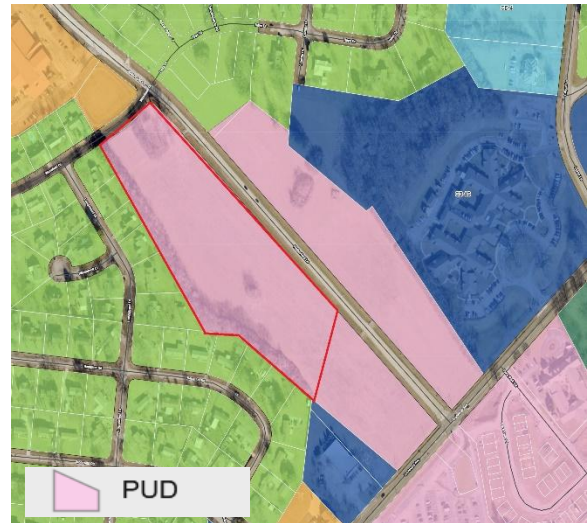
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD-MU	Vacant Land	Assisted Living Facility	+ /- 9.4 acres



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 acre): 4 - 24 du/ac
 Building Height: 1 - 4 stories
 Open Space Elements: Civic Spaces, Parks & Greenways

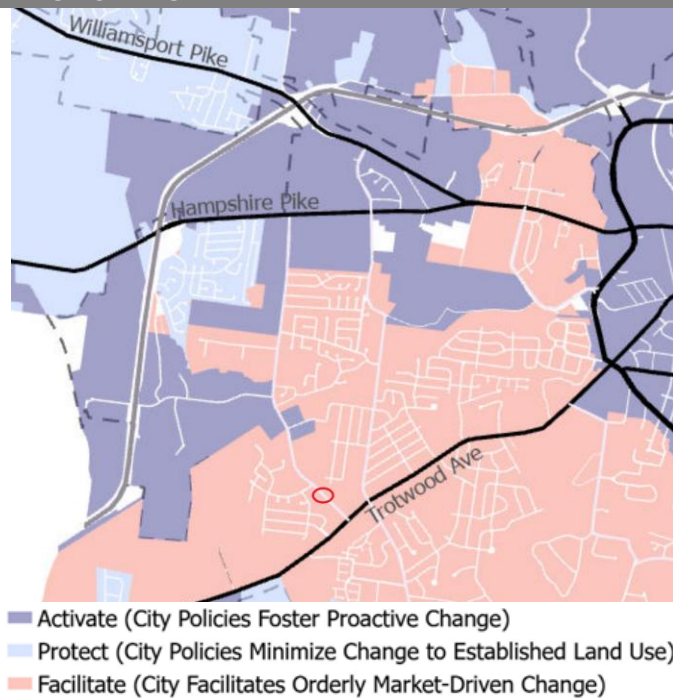


Suburban Neighborhoods: This requested Site Development Plan is located within the Suburban Neighborhoods Future Land Use. The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. 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 policy as this proposed long-term health care facility includes an additional sidewalk along the frontage of Rutherford Lane and Westwood drive that further 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 driven 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 <i>*Subject to adjacent uses in PUD MU per Planning Commission</i>	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-shopfront 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 soldier 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 (<i>Commercial uses do not have this requirement</i>)
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 Preliminary 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.