



**City of Columbia City Council
Agenda
July 2, 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**

Public Comments are welcome under Section 11 of the Agenda. Please sign the sign-up sheet before the meeting begins. Once recognized, you may then come to the podium and state your name and address.

Anyone requesting accommodations due to disabilities should contact the ADA Coordinator, Wanda McClain, at 931-560-1570 prior to the meeting.

PUBLIC HEARINGS

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

5.1. 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 (REGULAR MEETING ONLY).

5.2. PRESENTATION OF A PROCLAMATION FOR PARKS AND RECREATION MONTH (REGULAR MEETING ONLY).

5.3. PRESENTATION OF THE HEALTHY BUILT ENVIRONMENT GRANT'S EAST COLUMBIA ACTIVE LIVING AREA PLAN WITH KIMLEY-HORN AND DEVELOPMENT SERVICES (STUDY SESSION ONLY)

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE JUNE 11, 2026 CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: June 11, 2026 City Council Minutes.

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF MAY 2026 IN THE AMOUNT OF \$10,777,884.15 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: May 2026 Disbursements

7.2. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A NO-UPFRONT COST CITY WIDE AGREEMENT BETWEEN THE CITY OF COLUMBIA, TN AND ALLSOURCE ENTERPRISES LLC DBA SAFE INDUSTRIES TO PROVIDE ON-CALL EMERGENCY DISASTER RESPONSE, RECOVERY, AND RELATED SERVICES ON AN AS-NEEDED BASIS IN RESPONSE TO DECLARED OR UNDECLARED EMERGENCY EVENTS, UNDER ITS EMERGENCY PROCUREMENT AUTHORITY - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: AllSource Enterprises LLC DBA Safe Industries represents that it possesses the personnel, expertise, equipment, and capacity to respond rapidly to emergency conditions and perform the Services described within the agreement.

The City of Columbia desires to enter into this city wide emergency services agreement to enable immediate response to declared or undeclared emergency events, with no minimum compensation unless and until activated by a Notice to Proceed or Work Order.

ATTACHMENTS: Staff Report AllSource, AllSource Agreement with Exhibits A-C, Strategic Resilience Blueprint.

7.3. APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH GALLS, LLC FOR POLICE UNIFORMS AND DUTY EQUIPMENT - POLICE DEPARTMENT.

CERTIFICATION:

INFORMATION: The City furnishes a standard uniform set and various pieces of duty equipment to all sworn officers. The City solicited bids from companies to supply all necessary items and provide the service required to properly fit all officers. We received two bids and Galls, LLC being the lowest bidder. As a result of that bid process, it is recommended that the award be made to Galls, LLC.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered in Patrol -Clothing.

ATTACHMENTS: Staff Report Police Uniforms 2026 - Galls, LLC, Galls Contract, Bid Analysis - Police uniforms.

7.4. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF COLUMBIA AND OFF DUTY MANAGEMENT, INC. - POLICE DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Police Department requests approval for the City to enter into an agreement with an off-duty management company to administer off-duty police work assignments. The service is intended to improve scheduling, documentation, billing, and administrative oversight of off-duty details handled by the Police Department. Approval of this item will authorize the Mayor to execute the agreement on behalf of the City once the final contract is approved.

Use of an off-duty management company can provide a centralized process for coordinating outside requests for police services, collecting payments, documenting officer assignments, and reducing internal administrative burden.

ATTACHMENTS: Staff Report Off Duty Management, Off Duty Management Agreement.

7.5. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT AMENDMENT NO. 5 BETWEEN CITY OF COLUMBIA AND LOSE & ASSOCIATES IN THE AMOUNT OF \$27,000 - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: This contract amendment is for construction document modifications necessary for phase 2 of the Public Works Expansion project. Contract Amendment No. 5 will include combining three (3) open sheds into a single structure with three (3) compartments and a stepped foundation. This modification is being

made to comply with the local planning and zoning requirements stipulating a maximum number of structures allowable per site. Modification to the façade of Building D to provide glazing, entry doors, and articulation to comply with the local planning and zoning requirements. Structural and electrical engineering revisions. Site revisions to accommodate building changes and planning requirements.

CERTIFICATION: The Chief Financial Officer certifies that \$27,000 is budgeted and unencumbered in Capital - Streets - Buildings.

ATTACHMENTS: Staff Report Lose Amendment No. 5, Lose Amendment No. 5.

7.6. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A FIVE (5) YEAR CONNECTIVITY AND SUPPORT CONTRACT BETWEEN CITY OF COLUMBIA AND TEMPLE, INC FOR SCHOOL BEACONS AND TRAFFIC CABINETS - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Temple, Inc provides the City of Columbia with the Glance Solution, which includes field monitoring units for communication with the City's School Zone Beacon system and Traffic Cabinets. The previous five (5) year connectivity and support plan will expire July 01, 2026, and the City requires the renewal of the plan to ensure continuous services and functionality. This agreement shall commence on July 01, 2026, and remain in effect for five (5) years, concluding on July 01, 2031, on devices listed in the original agreement.

The Glance Solution offers essential remote monitoring and communication capabilities for the City's traffic infrastructure, allowing office to gain real-time insights into operations issues such as power outages or signal failures at various intersections. This program also enables a centralized operation for controlling school flasher control and maintenance and for communication to the City's Traffic Signal Cabinets, allowing for more responsive control for weather related, holiday related, or other unscheduled event

management of school beacons.

This plan includes five (5) years of cellular connectivity and data, no overage charges, guaranteed connectivity, comprehensive support services, extended hardware warranty and Over-the-Air software and security updates.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered in General Fund - Streets - Software.

ATTACHMENTS: Staff Report Temple Glance, Temple Glance Agreement.

7.7. APPROVE THE PURCHASE OF A CAT 265 COMPACT TRACK LOADER IN THE AMOUNT OF \$152,060.00 FROM THOMPSON MACHINERY USING STATE OF TN CONTRACT # 72878 - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The State of Tennessee has contracted with Thompson Machinery, Contract # 72878 to supply heavy equipment to State and Local governments at competitively bid prices. Public Works wishes to take advantage of this contract to purchase a CAT 265 Track Loader.

CERTIFICATION: The Chief Financial Officer certifies that \$152,060 is budgeted and unencumbered in State Street Aid - Streets - Vehicles.

ATTACHMENTS: Staff Report Thompson Machinery Track Loader, Track Loader Quote, SWC 72878.

7.8. APPROVE SOLE SOURCE PURCHASE OF SIX (6) CALTRANS BASE MOUNT TRAFFIC CABINETS IN THE AMOUNT OF \$62,118 FROM TEMPLE, INC. - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Public Works Traffic division will install six (6) base-mounted cabinets at James Campbell Blvd & Mooresville Pike, Carmack Blvd & Main St, Carmack Blvd & 17th St, Trotwood Ave &

Cayce Ln, Trotwood Ave & Neely's Mill and James Campbell Blvd & Industrial Park. These cabinets will replace outdated cabinets currently in place at these locations.

CERTIFICATION: The Chief Financial Officer certifies that \$62,118 is budgeted and unencumbered in Capital - Streets - Traffic - Machinery & Equipment.

ATTACHMENTS: Staff Report Temple Cabinets, Applied Information Sole Source Letter, Temple Cabinet Quote.

7.9. APPROVE UPGRADE OF TRAFFIC DETECTION TO RADAR DETECTION USING WAVETRONIX AS A SOLE SOURCE PROVIDER IN THE AMOUNT OF \$370,870 - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Public Works is requesting an upgrade to our traffic detection system at ten (10) major intersections - Bear Creek & Mt Olivet, Hampshire Pike & Oak Springs, James Campbell Blvd & Pillow Dr, James Campbell Blvd & Mooresville Pike, Nashville Hwy & 7th Ave, Nashville Hwy & Theta Pike, Nashville Hwy & Kroger/CVS, Trotwood Ave & Cayce Ln, Carmack & Main St and Carmack & 17th St. This upgrade will replace loop detection in the roadway and provides for better vehicle detection at traffic signals, using radar.

CERTIFICATION: The Chief Financial Officer certifies that \$370,870 is budgeted and unencumbered in Capital - Streets - Traffic - Machinery & Equipment.

ATTACHMENTS: Staff Report Wavetronix, Wavetronix Quote, Wavetronix Legal Info, Sole Source Letter Columbia.

7.10. APPROVE THE PURCHASE OF A CAT 930 14A WHEEL LOADER IN THE AMOUNT OF \$245,098.20 FROM THOMPSON MACHINERY USING STATE OF TENNESSEE CONTRACT # 72878 - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The State of Tennessee has contracted with Thompson Machinery, Contract # 72878 to supply heavy equipment to State and Local governments at competitively bid prices. Public Works wishes to take advantage of this contract to purchase a CAT 931 14A Wheel Loader.

CERTIFICATION: The Chief Financial Officer certifies that \$245,098.20 is budgeted and unencumbered in State Street Aid - Streets - Vehicles.

ATTACHMENTS: Staff Report Thompson Machinery Wheel Loader, Wheel Loader quote, SWC 72878.

7.11. APPROVE THE PURCHASE OF AN ALTEC MODEL AT41M BUCKET TRUCK IN THE AMOUNT OF \$242,025 USING SOURCEWELL CONTRACT # 110421-ALT - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Sourcewell purchasing cooperative has contract # 110421-ALT with Altec Industries for an Altec 2027 Ford F600 Model AT41M bucket truck. This truck has an articulating telescopic aerial device with a fiberglass upper boom and fiberglass insulator in the articulating arm. This vehicle will replace a 2010 bucket truck in the Public Works Traffic Division.

CERTIFICATION: The Chief Financial Officer certifies that \$242,025 is budgeted and unencumbered in Capital Street-Maintenance-Vehicles.

ATTACHMENTS: Staff Report Altec Bucket Truck, Altec Sourcewell Contract 110421, Altec Ind Sourcewell Contract extension 122726, Altec AT41M bucket truck quote.

7.12. APPROVE THE PURCHASE OF AN CCTV HD CAMERA SYSTEM FROM THE SANSOM EQUIPMENT COMPANY IN THE AMOUNT OF \$130,530.69 USING SOURCEWELL CONTRACT #120721-EVS - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Purchase a CCTV HD Camera from the Sansom Equipment Company for \$130,530.69 using Sourcewell Contract #120721-EVS. The purchase will be an E-RX-SYS-Truck-Basic-HD System which includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX5130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license. The HD Camera system will replace the Camera system we currently have that has aged and in need of replacement. We received three quotes with Sansom providing the best quote for our needs.

CERTIFICATION: The Chief Financial Officer certifies that \$130,530.69 is budgeted and unencumbered in Capital Street-Traffic-Machinery&Equipment.

ATTACHMENTS: Staff Report CCTV HD System, Sansom Equipment Company CCTV Quote., Sourcewell Contract 120721-EVS.

7.13. RATIFY THE APPROVAL OF THE SIGNED CONTRACT WITH B.A.M.2, INC. FOR CONSTRUCTION OF THE ROYAL OAKS SEWAGE PUMP STATION REPLACEMENT IN THE AMOUNT OF \$948,803 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Ratify the approved contract.

INFORMATION: The City of Columbia's Wastewater Department requests ratification of the signed contract with B.A.M.2, Inc. for construction of the Royal Oaks Sewage Pump Station Replacement, approved by this Council during the April 2026 meeting, in the amount of \$948,803. This would replace an outdated pump station and provide continued quality service to the citizens of the City of Columbia.

CERTIFICATION:

ATTACHMENTS: Staff Report B.A.M. 2 Inc. - Royal Oaks Pump Station, Royal Oaks Pump Station Agreement.

7.14. APPROVE BID AWARD AND EXECUTION OF CONTRACT WITH PAPE-DAWSON CONSULTING ENGINEERS, LLC FOR ENGINEERING SERVICES RELATED TO GARDEN STREET ROADWAY & STREETScape IMPROVEMENTS IN THE AMOUNT OF \$98,500 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Development Services Department advertised a Request for Qualifications and received five proposals on April 22, 2026 for consultant engineers to provide services related to Garden Street roadway and streetscape improvements along Garden Street, from West 6th Street to West 8th Street.

The city's review team evaluated the proposals and selected Pape-Dawson Consulting Engineers, LLC to enter into an agreement for the project.

The goal of the project is to remove the overgrown trees along Garden Street between West 6th and West 8th Street and replant trees/landscaping in adequately sized areas and within new islands. Traffic and safety issues at S Garden and West 9th Street will also be evaluated.

CERTIFICATION:

ATTACHMENTS: Staff Report Pape-Dawson, Pape-Dawson Contract.

7.15. APPROVE THE PURCHASE OF A 9009 JOHN DEERE TURF MOWER IN THE AMOUNT OF \$102,139.44 UTILIZING THE SOURCEWELL CONTRACT - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Parks and Recreation Department is seeking to purchase a 9009 John Deere turf mower utilizing the Sourcewell contract. This mower comes with shade canopy with built in fan, along with a modem for location tracking, hours and maintenance. It will be used at Ridley Sports Complex for the athletic fields.

CERTIFICATION:

ATTACHMENTS: Staff Report John Deere turf mower , John Deere turf mower proposal contract, Deere Sourcewell Contract 112624.

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

RECOMMENDATION: Approve.

INFORMATION: The Columbia FC Corporation is requesting a Non-Exclusive Use and Occupancy Permit to utilize Cook Soccer Park and the Ridley Sports Complex soccer fields for the 2026 season. In lieu of paying user fees, Columbia FC Corporation 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 Columbia FC Corporation , Non-Exclusive Use and Occupancy Permit Columbia FC Soccer w/insurance.

7.17. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE HONOR MARTIAL ARTS FOR THE 2026 SEASON - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

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

Honor Martial Arts and the Columbia Parks and Recreation Department amicably agree on the recommended user fees for each season. The organization will give back 30% of their revenues to the City along with charging the center membership fees for their participants.

ATTACHMENTS: Staff Report Honor Martial Arts, Non-Exclusive Use and Occupancy Permit Honor Martial Arts.

8 ADMINISTRATION.

8.1. APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND KEEP MAURY BEAUTIFUL IN THE AMOUNT OF \$8,000 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: This contract provides for the payment of \$8,000 to Keep Maury Beautiful, Inc., to support the programs and continued operation of keeping the City of Columbia clean.

CERTIFICATION: The Chief Financial Officer certifies that \$8,000 is budgeted and unencumbered in City Council - Contractual Agreements.

ATTACHMENTS: Staff Report Keep Maury Beautiful, Keep Maury Beautiful FY26-27.

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

RECOMMENDATION: Approve.

INFORMATION: The purpose of this contract is for the Maury County Chamber and Economic Alliance to promote economic development and perform certain economic development services for the benefit of the City of Columbia. This agreement is in the amount of \$140,000 for a one-year term.

The contract calls for quarterly payments to the Maury County Chamber and Economic Alliance contingent upon a quarterly presentation to the City Council.

CERTIFICATION: The Chief Financial Officer certifies that \$140,000 is budgeted and unencumbered in City Council Contractual Agreements.

ATTACHMENTS: Staff Report Maury County Chamber and Economic Alliance Contract, Maury County Chamber & Economic Alliance FY26-27.

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

RECOMMENDATION: Approve.

INFORMATION: This contract provides for the City of Columbia to provide \$10,000 to support the maintenance and continued operation of the Maury County Regional Airport.

CERTIFICATION: The Chief Financial Officer certifies that \$10,000 is budgeted and unencumbered in City Council - Contractual Agreements.

ATTACHMENTS: Staff Report Maury County Regional Airport Authority, Maury County Regional Airport Authority FY26-27.

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

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia Human Resource Department was abolished in 2002 and one of the former City employees became an employee of the Senior Citizens with the agreement that the City of Columbia would continue to pay the employee's annual salary. The length of this contract is for one-year and in the amount of \$58,000 for the employee's salary and for general support of Maury County Senior Citizens Center, Inc., whose services promote the general welfare of the residents of Columbia.

CERTIFICATION: The Chief Financial Officer certifies that \$58,000 is budgeted and unencumbered in City Council - Contractual Agreements.

ATTACHMENTS: Staff Report Maury County Senior Citizens Center, Maury County Senior Citizens Center FY26-27.

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

RECOMMENDATION: Approve.

INFORMATION: This contract provides for the payment of \$17,000 to Tennessee Rehabilitation Center at Columbia for the purpose of training and assisting Columbia's residents in finding vocational opportunities.

CERTIFICATION: The Chief Financial Officer certifies that \$17,000 is budgeted and unencumbered in City Council - Contractual Agreements.

ATTACHMENTS: Staff Report TN Rehab Contract, Tennessee Rehabilitation Contract FY26-27.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 26-41 - A RESOLUTION TO ACCEPT THE PUBLIC STREET AND DRAINAGE IMPROVEMENTS SERVING

COLUMBIA ROCK ROAD FOR OWNERSHIP AND MAINTENANCE. - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 26-41

INFORMATION: This Resolution refers to the acceptance of the public street and drainage improvements serving Columbia Rock Road for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the public street and drainage improvements.

ATTACHMENTS: Staff Report Resolution No. 26-41, Resolution No. 26-41, Final Acceptance Request - Vulcan, Columbia Rock Road Plat.

9.2. RESOLUTION NO. 26-42 – TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-42.

INFORMATION: The City Recorder is presenting tax corrections through 6/16/2026 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 26-42, Resolution No. 26-42, Resolution No. 26-42, Exhibit A.

9.3. RESOLUTION NOS. 26-43 THROUGH 26-51 - RESOLUTIONS AUTHORIZING APPROPRIATIONS FOR FINANCIAL AID TO NON-PROFIT ORGANIZATIONS WHOSE SERVICES BENEFIT THE GENERAL WELFARE OF THE RESIDENTS OF THE CITY OF COLUMBIA IN ACCORDANCE WITH TCA SECTION 6-54-111 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolutions No. 26-43 through 26-51.

INFORMATION: Resolution No. 26-43 – Authorizing an appropriation of \$5,000 to Kid's Place to support general operations and services.

Resolution No. 26-44 – Authorizing an appropriation of \$10,000 to

the Boys and Girls Club of Maury County to support general operations and services.

Resolution No. 26-45- Authorizing an appropriation of \$3,000 to James K. Polk Memorial Association to promote tourism, educational activities, support general operations and services.

Resolution No. 26-46 – Authorizing an appropriation of \$5,000 to Center of Hope to support general operations and services.

Resolution No. 26-47– Authorizing an appropriation of \$56,000 to Rose Hill/Rosemont Cemetery to support general operations and services.

Resolution No. 26-48 - Authorizing an appropriation of \$5,000 to Maury County Harvest Share Food Pantry to support general operations and services.

Resolution No. 26-49 – Authorizing an appropriation of \$6,550 to South Central Human Resources Agency to support general operations and services.

Resolution No. 26-50 – Authorizing an appropriation of \$3,000 to Columbia Cares, to support agency operational expenses and services.

Resolution No. 26-51 – Authorizing an appropriation of \$5,000 to the Family Center, to support general operations and services.

CERTIFICATION: The Chief Financial Officer certifies that \$98,550 is budgeted and unencumbered in City Council - Special Appropriations.

ATTACHMENTS: Staff Report Resolutions 26-43 through 26-51, Resolution No. 26-43, Resolution No. 26-44, Resolution No. 26-45, Resolution No. 26-46, Resolution No. 26-47, Resolution No. 26-48, Resolution No. 26-49, Resolution No. 26-50, Resolution No. 26-51.

9.4. RESOLUTION NO. 26-52 - A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE 2025 ASSISTANCE TO FIREFIGHTER'S GRANT (AFG); ACCEPT THE AWARD AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT - FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 26-52.

INFORMATION: Columbia Fire & Rescue is requesting City Council ratify the application for the 2025 Assistance to Firefighters Grant (AFG). If awarded, these funds will be utilized to purchase 67 Motorola APX NEXT XE portable radios. The purchase of this equipment would total \$737,670.00 with the grant funding \$670,609.09 and the City of Columbia funding \$67,060.91.

ATTACHMENTS: Staff Report Res. No. 26-52, Resolution No. 26-52.

9.5. RESOLUTION NO. 26-53 - A RESOLUTION ACCEPTING A DONATION OF \$500 (FIVE HUNDRED DOLLARS) TO THE CITY OF COLUMBIA ARTS COUNCIL - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-53.

INFORMATION: The City of Columbia Arts Council is requesting the acceptance of a \$500 donation from the Jeff and Tina Adams Family Foundation. No matching funds are required.

ATTACHMENTS: Staff Report Resolution No. 26-53, Resolution No. 26-53.

10 ORDINANCES.

10.1.2ND CONSIDERATION ON ORDINANCE NO. 4591- AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 12-108 TO TITLE 12, CHAPTER 1, PERTAINING TO MINIMUM DESIGN STANDARDS FOR FIRE PREVENTION, FIRE PROTECTION, AND BUILDING CONSTRUCTION SAFETY FOR GOVERNMENT-OWNED

BUILDINGS - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance 4591 on second consideration.

INFORMATION: This ordinance will amend Title 12, Chapter 1 of the Municipal Code as it pertains to the required minimum standards for fire prevention, fire protection, and building construction safety for government owned buildings. The amendment will establish the standards adopted by the Tennessee State Fire Marshal's Office as the minimum standards for design and construction for all Federal, State, County and City owned buildings inside the City of Columbia. Establishing the State Fire Marshals adopted codes for government-owned buildings will help to reduce jurisdictional conflicts. This amendment will be effective upon approval of second consideration.

ATTACHMENTS: Staff Report Ordinance No. 4591, Ordinance No. 4591.

10.2.2ND CONSIDERATION OF ORDINANCE NO. 4592 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 10-108 TO TITLE 10, CHAPTER 1 TO REGULATE AND PROHIBIT THE SALE, TRANSFER, DISPLAY, AND GIVEAWAY OF DOGS, CATS, AND DOMESTIC RABBITS IN PUBLIC OUTDOOR SPACES - CITY ATTORNEY'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4592 on second consideration.

INFORMATION: This Ordinance is intended to help reduce irresponsible breeding practices and lessen the burden on animal shelters and rescue organizations. It would assist in protecting public health and safety, prevent consumer fraud, reduce the spread of animal-to-human disease and promote the humane treatment of animals by regulating the sale, transfer, display and giveaway of dogs, cats and domestic rabbits.

ATTACHMENTS: Staff Report Ordinance No. 4592, Ordinance No. 4592.

10.3.2ND CONSIDERATION OF ORDINANCE NO. 4593 - AN ORDINANCE CONVEYING A TWENTY-FOOT-WIDE SEWER EASEMENT TO JOHN C. DAVENPORT FOR PROPERTY LOCATED ON TAX MAP 100G, GROUP A, PARCEL 032.07 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4593 on second consideration.

INFORMATION: John C. Davenport has requested the City of Columbia convey a twenty-foot-wide sewer easement for construction of sanitary sewer serving property adjacent to 711 Lion Parkway.

ATTACHMENTS: Staff Report Ordinance No. 4593, Ordinance No. 4593., Columbia-Davenport sewer easement Exhibit A.

11 PUBLIC COMMENT.

12 OTHER BUSINESS.

13 EXECUTIVE SESSION.

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EAST COLUMBIA
ACTIVE LIVING AREA PLAN

FINAL Plan Document

Date: 7/2/2026

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CITY PARTNER



City of Columbia Development Services
700 N Garden Street
Columbia, TN 38401
Attn: Austin Brass, AICP
ABrass@Columbiatn.gov

LAND PLANNING & LANDSCAPE ARCHITECTURE



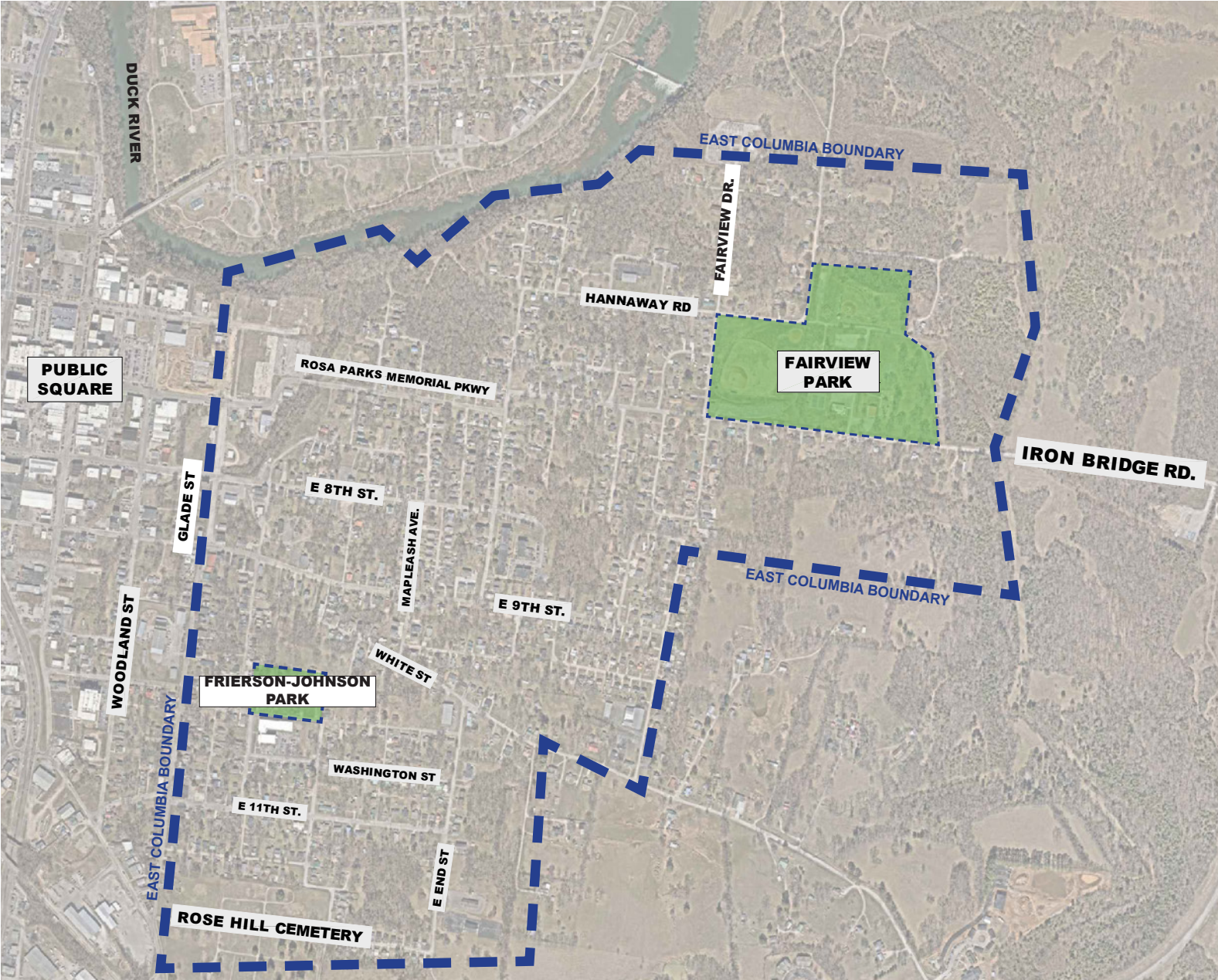
Kimley-Horn
10 Lea Ave, Suite 400
Nashville, TN 37210
Attn: Aneka Gilliam
Aneka.Gilliam@kimley-horn.com

HISTORY

East Columbia is a neighborhood within the City of Columbia that roughly covers the area between Glade Street and Fairview Park to the east and west and the Duck River and Old Rose Hill Cemetery to the north and south. It's home to several historical markers and a close-knit and thriving community. But East Columbia has been historically under served within the City of Columbia and has not seen the same level of revitalization as its neighboring downtown district.

Despite its prominence in the history of the City, the community of East Columbia has experienced high levels of social vulnerability and preventable disease. It lands in the 79th percentile for socioeconomic vulnerability and the 93rd percentile for household composition and disability vulnerability, according to Maury County census data.

Data gathered from the Centers for Disease Control indicate that a majority of East Columbia's residents have elevated levels of diabetes, heart disease, and high blood pressure, when compared to the broader community. This same data indicated that levels of physical inactivity are higher in East Columbia than in the broader community as well.



One contributing factor to this distressed health situation is the physical and social separation of East Columbia from the rest of the City of Columbia and Maury County.

The goal of this Active Living Area Plan is to identify improvements that can be made to the walkability, public spaces, and community connectivity of East Columbia. This plan will become a roadmap for the City to create a healthier future for the residents of East Columbia.

HEALTHY BUILT ENVIRONMENT GRANT

The City of Columbia Department of Development Services was awarded a Healthy Built Environment Grant from the Tennessee Department of Health to help put together an **Active Living Area Plan** specifically for the community in East Columbia. The Tennessee Department of Health recognizes the link between built environments and public health. They believe that a well-designed built environment can decrease obesity, heart disease, and diabetes while promoting physical, mental, and social health.

The focus of this grant is to assist with planning phase projects that engage with communities to develop written plans dedicated to public health and resilience in the built environment. These plans should help design infrastructure and include measurable goals, projected timelines, and potential funding sources for future construction projects. Such projects can include public space improvements, greenways, parks, bikeways, and other plans focused on promoting public health.

INITIAL PHASE | ASSESSMENT OF CURRENT CONDITIONS



Dr. Christa S. Martin Community Center at Fairview Park



Picnic Pavilion at Fairview Park

To kick-off the initial phase of the Active Living Area Plan, Kimley-Horn met with staff from the City of Columbia Department of Development Services on April 21, 2025 to assess the current conditions of the public spaces and pedestrian infrastructure in East Columbia. This assessment was in alignment with the requirements of the Health Built Environment grant.

Kimley-Horn and staff made site visits to **Fairview Park** and **Frierson-Johnson Park** and took inventory of existing structures and vehicular and pedestrian pathways. Kimley-Horn also drove the primary and secondary roads in the neighborhoods of East Columbia to analyze the current pedestrian infrastructure connecting the two parks.

During these site visits, it became evident that the improvement of **Frierson-Johnson Park** and **Fairview Park**, and the connections to them and the surrounding neighborhoods, was going to be one of the most important components of the Active Living Area Plan and its ability to be implemented effectively for the community in East Columbia.



Playground at Frierson-Johnson Park



Basketball court at Frierson-Johnson Park



Entry drive & parking lot at Frierson-Johnson Park

INITIAL PHASE | FIRST PUBLIC OUTREACH MEETING

Another important step in the initial phase of the Active Living Area Plan was hosting multiple public outreach meetings to gather feedback from community members in East Columbia. The first public outreach meeting was hosted by the City of Columbia Department of Development Services staff at the Dr. Christa S. Martin Community Center in Fairview Park on the evening of January 14, 2025.

At this meeting, community members were asked to give feedback for the following items:

- *What healthy recreation opportunities do you feel are missing from East Columbia?*
- *Where would you walk in East Columbia?*
- *What ideas do you have to get more people involved in building a healthy East Columbia?*

Below is a summary of the feedback given by community members for each of these questions.

The data that was collected during the assessment of existing conditions and this feedback that was collected from the first public outreach meeting were combined to help inform the next phases of East Columbia’s Active Living Area Plan.



INITIAL PHASE | SECOND PUBLIC OUTREACH MEETING

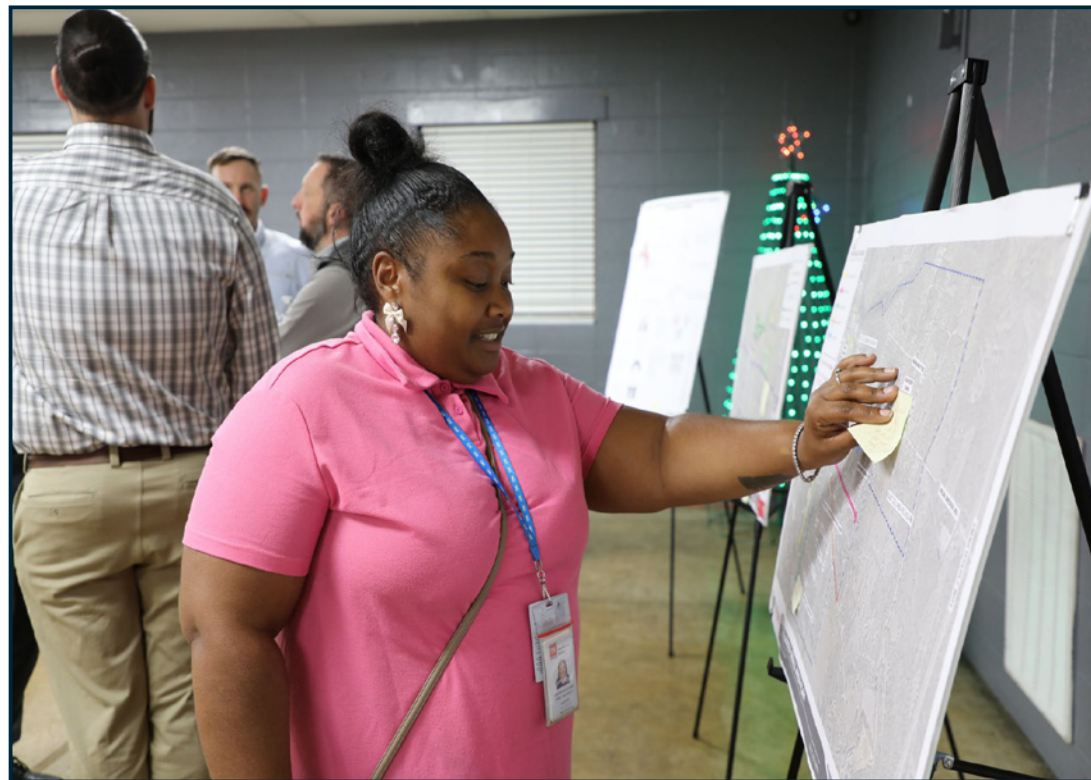


Using the data collected during the assessment of existing conditions, feedback from the Department of Development Services, and the feedback that was collected from the first public outreach meeting initial concepts for parts of the Active Living Area Plan were created. These concepts were shared with the community during a second public outreach meeting.

Kimley-Horn and staff from the Department of Development Services held this second public outreach meeting at the Dr. Christa S. Martin Community Center in Fairview Park on the evening of November 20, 2025. Boards depicting maps and concept plans were displayed around the Community Center and attendees were invited to walk around the room and engage with staff.

Feedback from this meeting was collected from community members through post it notes and stickers that were placed on the boards. Community members were also given a survey that they were asked to fill out and turn back in to staff before leaving the meeting. The four questions on the survey were:

- *How satisfied are you with the direction of the East Columbia Subarea Plan so far?*
- *What part of the plan feels the most important or valuable to you and your neighborhood?*
- *Is there anything missing from the draft plan that improve daily life in East Columbia?*
- *Please share any other thoughts that you have that could help us improve.*





The survey feedback received from attendees at the second public outreach meeting mainly focused on identifying educational, social, and recreational needs, as well as improvement priorities for the neighborhood and its parks. Attendees highlighted the need for safe spaces and positive entertainment for youth, after-school programs, social-emotional learning, and a broader range of activities that reach beyond sports.

The feedback included a request for improvements that reflect the neighborhood’s heritage and resilience and a desire for infrastructure improvements to existing park, trails, and sidewalk systems. Overall, the second public outreach meeting underscored the community’s commitment to enhancing safety, accessibility, recreational opportunities, and youth engagement, while also preserving the unique character and heritage of East Columbia.

Based on this feedback, the three main areas where the City should focus on improvements with future projects are:

- 1. Frierson-Johnson Park**
- 2. Fairview Park**
- 3. Neighborhood wide sidewalk & greenway connections**



FRIERSON-JOHNSON PARK | EXISTING CONDITIONS & PUBLIC FEEDBACK

In speaking with staff from Development Services, analyzing data gathered from the site visits, and reviewing feedback from the public, it was determined that improvements to **Frierson-Johnson Park** should be a keystone to this Active Living Area Plan.

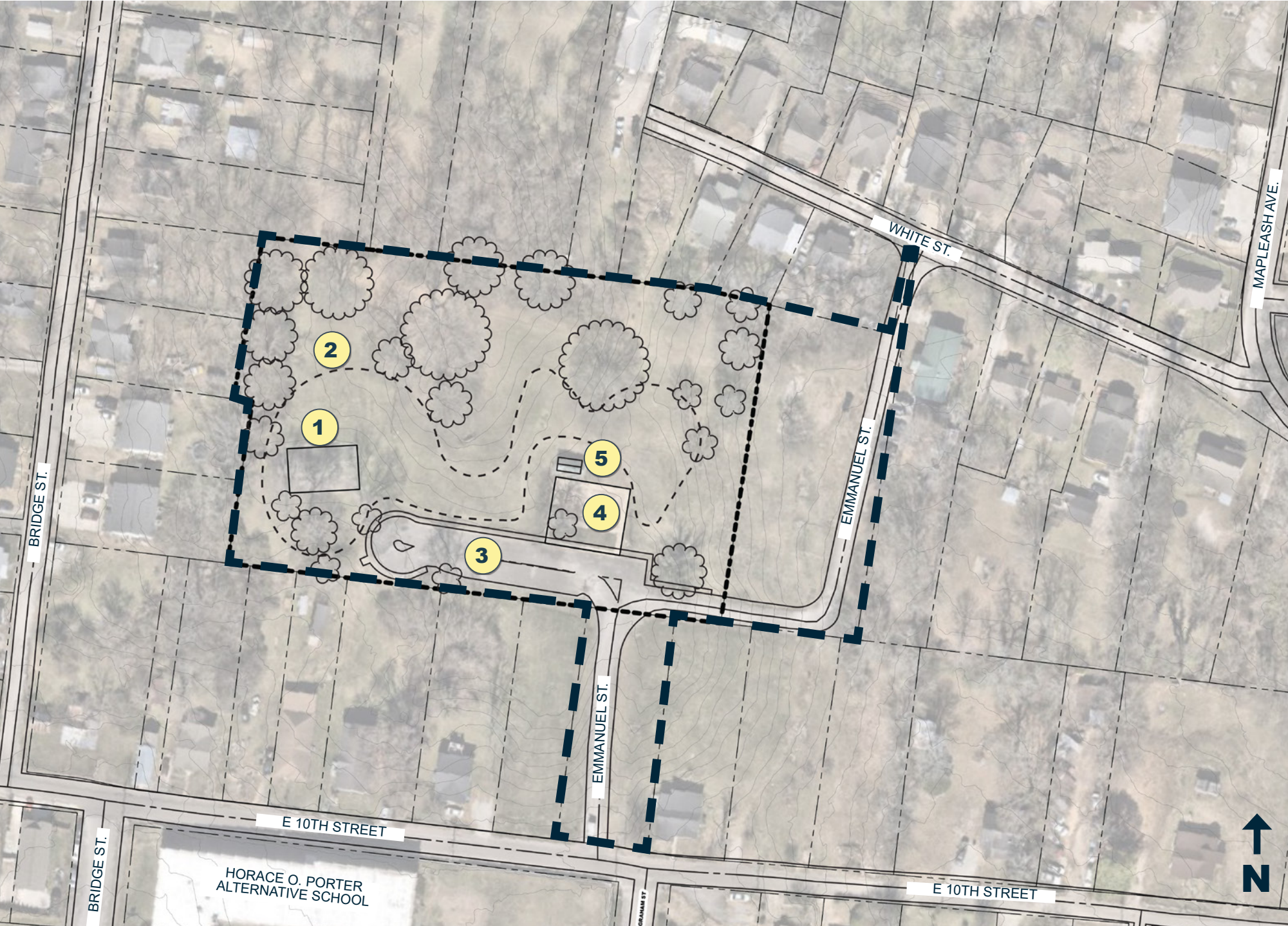
Frierson-Johnson Park sits between E 10th Street and White Street, right across from Horace O. Porter Alternative School. Emmanuel St., that connects the park to E 10th and White Street, is usually used as a cut through for the neighbors living in the area. Currently, the park's amenities include the following:

1. Basketball court with two hoops
2. Mowed, grass walking trail
3. Parking lot with turn around
4. Out-dated play structure and swings
5. One pavilion with picnic tables and a charcoal grill

There is no safe connection to the park from Horace O. Porter Alternative School. Safety is also a concern at this park from nearby residents and from the City. Residents say this park feels like a forgotten piece of the community but that it could serve as a crucial connection point and could provide a much needed access to open space for the overall community of East Columbia.

When asked what improvements should be a priority for the park, community members listed the following:

- Install new walking path along existing grass path alignment
- New ADA accessible playground with an inclusive play area
- Hydration stations
- Speed limit signs, kid zone signs, and speed bumps
- Increase security in park with fencing and gates at parking lot so the park can be closed at night
- Improve basketball court
- Improve pedestrian safety at entries from E 10th Street



FRIERSON-JOHNSON PARK | PROPOSED IMPROVEMENTS

In order to make Frierson-Johnson Park feel safer and better connected to nearby residents, and East Columbia as whole, improvements are proposed across for the entire park. These improvements include:

1. Connectivity
 - Adding a crosswalk at E 10th Street and Graham Street to connect the park to Horace O. Porter Alternative School for safe access for students.
 - Adding a sidewalk from the proposed crosswalk at E 10th Street down along Emmanuel Street and through the park to connect to White Street.
2. Inclusive Playground
 - Replace the current play structure with a new inclusive play structure.
 - New ADA accessible play surfacing. This surfacing could be a synthetic turf playground rated surfacing or a poured-in-place rubber surfacing.
 - Shaded benches to be added around the edges of the playground for parents/guardians to sit more comfortably during the hotter months.
3. Pavilion
 - Replace the current pavilion with a new steel-frame pavilion.
 - New standard and ADA accessible picnic tables
 - New charcoal grills
4. Basketball Court
 - Replace the current basketball court surfacing with a new, multi-colored surfacing.
 - Reorient the basketball court so that it runs north to south. This orientation reduces sun glare in players eyes during the morning and evenings and ensures the sun is rarely directly behind the basket.
 - Add in shaded benches around the perimeter of the court for players and by-standers to sit comfortably during the hotter months.
5. Walking Trail & Meadow
 - Install an asphalt paved walking trail in place of the current, mowed grass trail.
 - Install a native wildflower meadow mix to help provide erosion control for sloped areas.
6. Park Safety
 - Install pedestrian level light poles around the park features and connecting walkways.
 - Increase lighting around the parking lot.
 - Install a fence around the perimeter of the park to help direct access into the park.

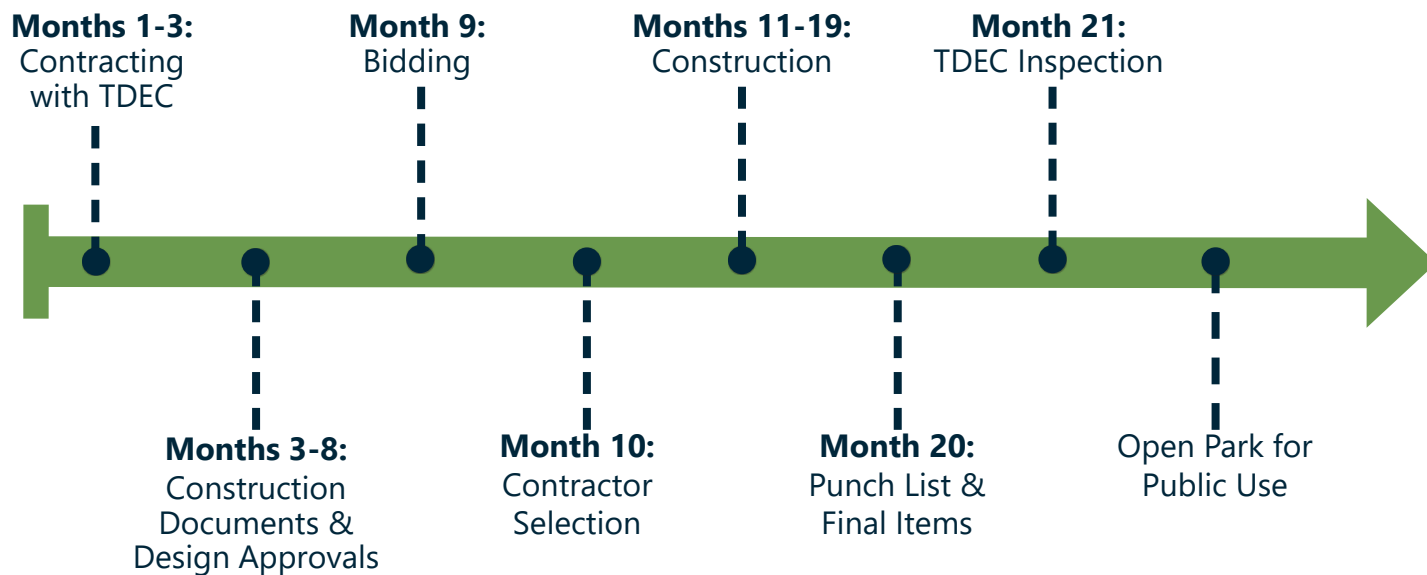


FRIERSON-JOHNSON PARK | COST ESTIMATE

The improvements to Frierson-Johnson Park are one of the three main priorities of this Active Living Area Plan for East Columbia. It's recommended that the improvements be made as part of one phase of work to have the most benefit to the community. To help fund these improvements, the City could designate funds for Capital Improvement in their 2027 Fiscal Year budget. The City can also apply for state-funded grant opportunities.

One grant opportunity that would be available is through the Tennessee Department of Environmental Conservation's, TDEC, Office of Outdoor Recreation. They provide funding for local government parks and recreation projects through its Local Parks & Recreation Fund, or LPRF grant. This is a 50-50 match grant, which means the state will cover half the total cost of the project and the City would cover the other half. To date, TDEC has offered this grant opportunity on an annual basis with applications due in the spring of each calendar year.

The LPRF grant would allow the City to complete these improvements to Frierson-Johnson Park in one phase of work. Along with construction cost, funds from the grant may also be used to cover architectural and engineering fees for the design of the park. This grant typically has a three year timeline. This includes the application process. Once a local government is awarded an LPRF grant, below is a typical timeline for an LPRF project.



FRIERSON-JOHNSON PARK

East Columbia Active Living Area Plan

DATE: 4/20/2026

Item Description	Unit	Unit Price	Qty	Total	Assumptions
Demolition					
Mobilization	EA	\$ 20,000.00	1	\$ 20,000.00	Assumes one (1) mobilization phase
Grading	CY	\$ 100.00	300	\$ 30,000.00	Grading walking trail route, ADA parking, playground/sidewalks
Tree Protection Fencing	EA	\$ 300.00	12	\$ 3,600.00	
EPSC					
Erosion Prevention and Sediment Control	LS	\$ 15,000.00	1	\$ 15,000.00	
Utilities					
Site Electrical Work - Security Lighting, Power to Pavilion	LS	\$ 60,000.00	1	\$ 60,000.00	Pedestrian level light fixtures (15), pavilion power/lighting
Site Improvements					
Playground Replacement - Play Features, Curb, Art, Turf Surfacing	LS	\$ 455,000.00	1	\$ 455,000.00	Landscape Structures (Altitude Mini Climber, 2 swings, spinners)
Shade Structures - Main Pavilion (1) & Bench Shades (6)	LS	\$ 120,000.00	1	\$ 120,000.00	Mesa Pavilion (15'x 30'), Skyway Single Post Hypar Shade
Sidewalk Replacement - Light Duty Concrete, Full Section	SF	\$ 8.00	7,000	\$ 56,000.00	New 6' wide sidewalks at play areas, pedestrian crossings
Paved Walking Trail - Light Duty Asphalt Full Section	LF	\$ 50.00	950	\$ 47,500.00	8' wide asphalt walking path
Parking Lot Improvements - Striping, resurfacing, HC stall replacements	LS	\$ 85,000.00	1	\$ 85,000.00	Asphalt seal coat and striping, rebuild/grade for handicap stalls
Basketball Court Renovations - Surfacing and Goals	LS	\$ 75,000.00	1	\$ 75,000.00	Play surface paint, backboards, posts
Site Furnishings - Equiparc Benches, Tables, Waste Cans, Bike Racks	LS	\$ 38,000.00	1	\$ 38,000.00	bench EP1750, waste EP3790D, table EP2856, bike EP5911-7
Park Signage - Identification Signs and Park Rules	LS	\$ 25,000.00	1	\$ 25,000.00	Monument signs (2), park rules/hours metal sign
Security Fencing - Perimeter Fence and Vehicular Gate	LS	\$ 45,000.00	1	\$ 45,000.00	6' Chainlink perimeter fence. 4' chain drive rolling vehicular gate
Landscape					
Sod	SF	\$ 3.00	10,000	\$ 30,000.00	
Shade and evergreen trees	EA	\$ 650.00	5	\$ 3,250.00	
Native Grass and Wildflower Seeding	SF	\$ 0.50	35,000	\$ 17,500.00	
Planting beds	SF	\$ 8.00	1,000	\$ 8,000.00	
Subtotal				\$ 1,133,850.00	
20% Contingency				\$ 226,770.00	
Opinion of Probable Cost				\$ 1,360,620.00	

Notes:

- The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- This OPC is based on an aerial and no preliminary grading or erosion control measures have been flushed out.

FAIRVIEW PARK | EXISTING CONDITIONS & PUBLIC FEEDBACK

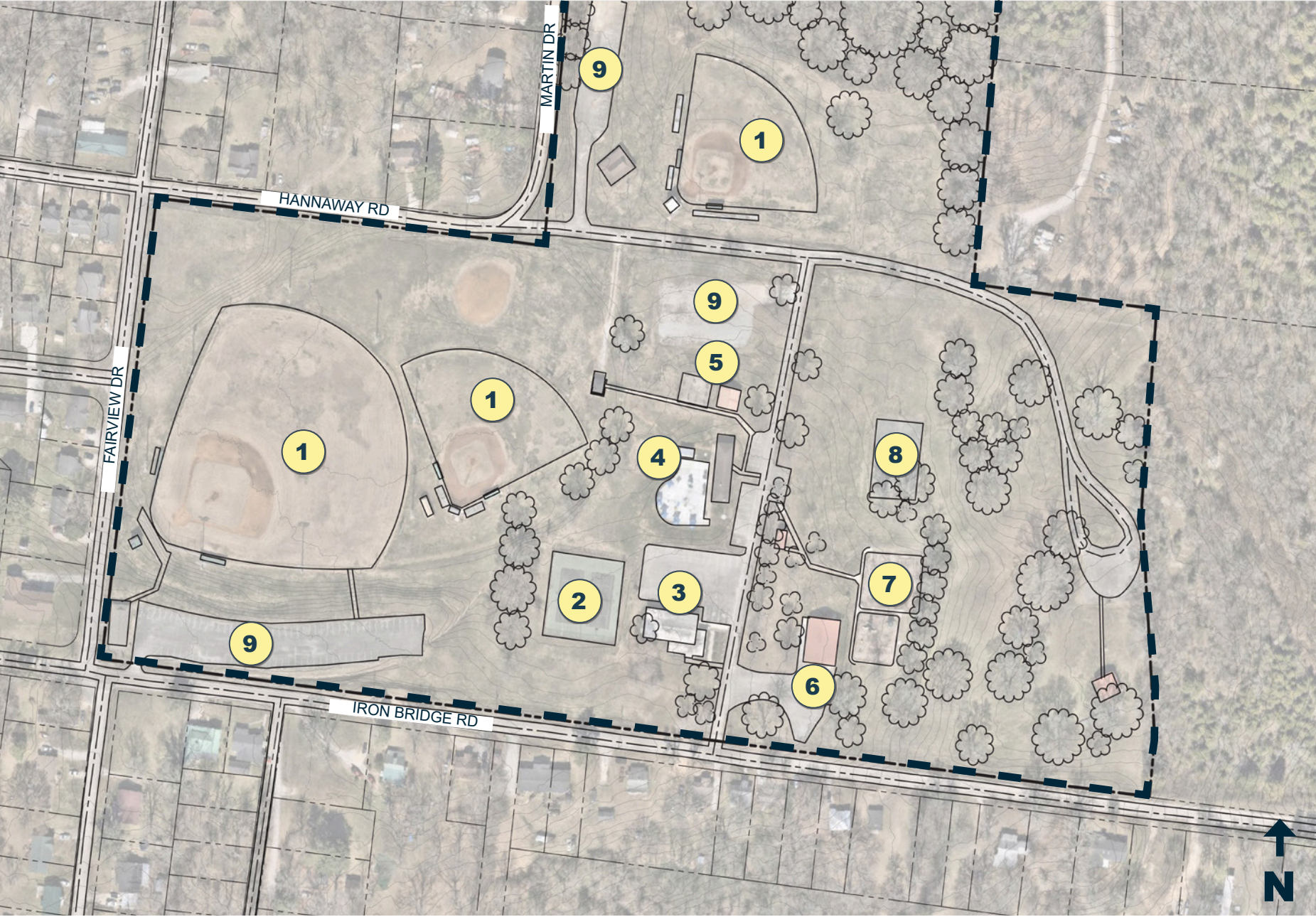
After analyzing data gathered from the site visits and reviewing feedback from the public, it was determined that improvements to Fairview Park should also be a top priority of this Active Living Area Plan.

Fairview Park sits along Iron Bridge Road. It has over a hundred years of history and is widely viewed by residents as the main place where the community of East Columbia comes together. It has a wide variety of amenities that serve multiple kinds of park users. Currently, these amenities include the following:

1. Baseball & softball fields
2. Tennis courts
3. Community Center
4. Splashpad
5. Outdoor fitness area
6. Picnic pavilions
7. Playground
8. Basketball court
9. Parking lots

The park is heavily used and there are some structures and equipment that are becoming outdated. When asked what improvements should be a priority for the park, community members listed the following:

- Building a new multipurpose recreation center
- Hydration stations across the park
- Shade coverings over outdoor workout equipment
- Soccer goals on multipurpose fields
- Bike and Walking trails throughout the park
- More lighting for pedestrians and vehicles
- Additional picnic pavilions
- Sand volleyball courts
- Playground at little league field
- Surface parking lot at ballfields
- Pave remaining park roads
- Improve basketball and tennis courts
- Rebuild existing playground to make it accessible and add an all inclusive play area



FAIRVIEW PARK | PROPOSED IMPROVEMENTS



- | | | | |
|--|--|---|--|
| ① Multimodal trail | ④ Hydration Station | ⑦ Shade sails over existing fitness equipment | ⑩ Renovated sport court |
| ② New picnic pavilion | ⑤ New playground by little league fields | ⑧ Expanded parking lot for baseball fields & park use | ⑪ Expanded playground with inclusive play elements |
| ③ Future Rec Center Building & Parking Lot Expansion | ⑥ Band stand & amphitheater seating | ⑨ Trike track | ⑫ Mountain bike course |
| | | | ⑬ Sand volleyball |

FAIRVIEW PARK | COST ESTIMATE

The improvements to Fairview Park are one of the three main priorities of this Active Living Area Plan for East Columbia. The improvements focus on creating more cohesive pedestrian pathways and new amenities, as well as upgrades to existing facilities. Proposed new features include bike and walking trails, an expanded recreation center, surface parking at ballfields, shade sails over the outdoor workout equipment, enhanced lighting for pedestrian and vehicle safety, an additional picnic pavilion, hydration stations, sand volleyball courts, a trike track and mountain bike course, and a playground near the little league field.

Improvements to current park infrastructure are aimed at reducing pedestrian and vehicular traffic conflicts, rebuilding playgrounds to be accessible with inclusive play elements, upgrading the basketball/sport court, paving park roads, enhancing safety at Iron Bridge Road pedestrian entries, and rerouting the traffic away from the center of the park. It's recommended that these improvements to Fairview Park be done in phases.

- **Phase 1** - This phase would consist of improvements to existing sidewalks, parking lot expansions and paving, the installation of the trike track, the installation of the new multimodal trail, and lighting improvements.
- **Phase 2** - This phase would consist of the new playground by the little league fields, the addition of inclusive play elements and the expansion of the existing playground, upgrades to the basketball/sport court, and the addition of a new picnic pavilion.
- **Phase 3** - This phase would consist of the addition of the mountain bike course and sand volleyball courts, amphitheater seating for the band stand, and park-wide landscape and signage improvements.
- **Phase 4** - This phase would consist of the expansion of the recreation/community center.

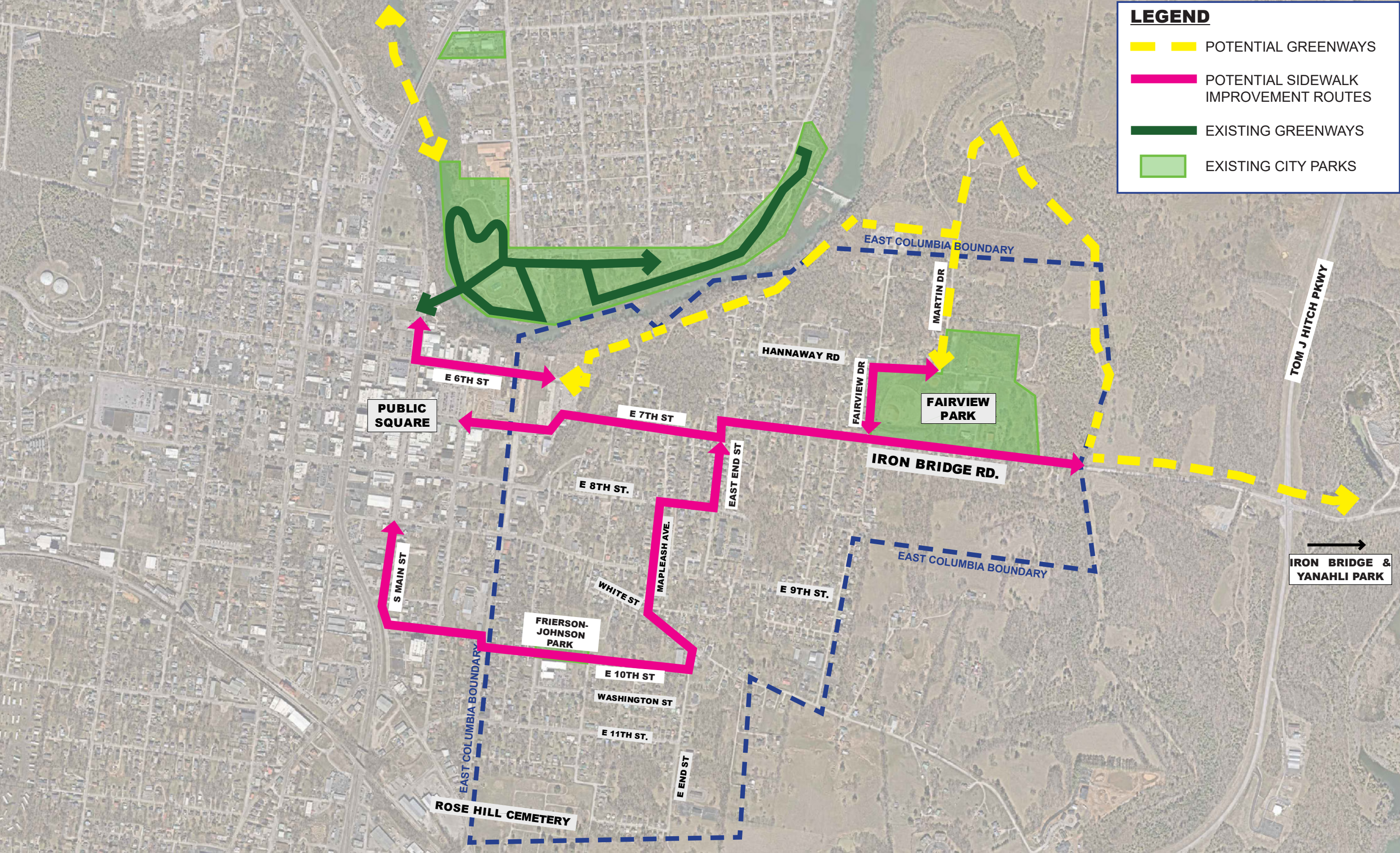
Item Description	Unit	Unit Price	Qty	Total	Assumptions
Demolition					
Mobilization	EA	\$ 30,000.00	1	\$ 30,000.00	Assumes one (1) mobilization phase
Grading	CY	\$ 100.00	7,500	\$ 750,000.00	Walking/bike trail routes, parking lots, playground/sidewalks
Tree Protection Fencing	EA	\$ 300.00	40	\$ 12,000.00	
EPSC					
Erosion Prevention and Sediment Control	LS	\$ 30,000.00	1	\$ 30,000.00	
Utilities					
Site Electrical Work - Security Lighting, Power to Pavilion	LS	\$ 150,000.00	1	\$ 150,000.00	Pedestrian level light fixtures (40), pavilion power/lighting
Site Improvements					
Playground Replacement - Play Features, Curb, Art, Turf Surfacing	LS	\$ 750,000.00	1	\$ 750,000.00	Landscape Structures (Super Netplex, 4 swings, spinners)
New Ballfield Area Playground - Play Features, Curb, Art, Turf Surfacing	LS	\$ 200,000.00	1	\$ 200,000.00	Landscape Structures (Mobius Climber, 2 swings, spinner)
Shade Structures - New Pavilion, Bench Shades (12), Fitness Shade	LS	\$ 240,000.00	1	\$ 240,000.00	Mesa Pavilion (15'x30'), Skyway Bench Shade & Fitness Area Hip Shade Structure
Sidewalks - Light Duty Concrete, Full Section	SF	\$ 8.00	33,000	\$ 264,000.00	6' wide sidewalks at play areas, pedestrian X-ings, parking lots, park perimeter, general park access
Paved Walking Trail - Light Duty Asphalt Full Section	LF	\$ 62.50	2,200	\$ 137,500.00	10' wide asphalt walking path
Parking Lot Improvements - Striping, Surfacing, HC stalls	LS	\$ 425,000.00	1	\$ 425,000.00	Asphalt surfacing and striping, handicap stalls, driveways
Mountain Bike Course - Specialty Grading and Timber Features	LS	\$ 45,000.00	1	\$ 45,000.00	Berm grading, timber ramp features, signage
Trike Track Play Area -Paving, Furnishings, Fencing	LS	\$ 160,000.00	1	\$ 160,000.00	Asphalt paths/striping, fencing, furnishings
Bandstand Amphitheater Seating	LS	\$ 35,000.00	1	\$ 35,000.00	Boulder and bench seating
Sand Volleyball Courts - Sand, Border, Poles/Net	EA	\$ 20,000.00	2	\$ 40,000.00	Cushioned play surface paint, backboards, posts
Basketball Court Renovations - Surfacing and Goals	LS	\$ 75,000.00	1	\$ 75,000.00	Cushioned play surface paint, backboards, posts
Site Furnishings - Equiparc Benches, Tables, Waste Cans, Bike Racks	LS	\$ 55,000.00	1	\$ 55,000.00	bench EP1750, waste EP3790D, table EP2856, bike EP5911-7
Park Signage - Identification Signs and Park Rules	LS	\$ 50,000.00	1	\$ 50,000.00	Monument signs (3), park rules/hours metal sign
Landscape					
Sod	SF	\$ 3.00	30,000	\$ 90,000.00	
Shade and evergreen trees	EA	\$ 650.00	15	\$ 9,750.00	
Native Grass and Wildflower Seeding	SF	\$ 0.50	60,000	\$ 30,000.00	
Planting beds	SF	\$ 8.00	4,000	\$ 32,000.00	
Subtotal				\$ 3,610,250.00	
20% Contingency				\$ 722,050.00	
Opinion of Probable Cost				\$ 4,332,300.00	

Notes:

1. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
2. This OPC is based on an aerial and no preliminary grading or erosion control measures have been flushed out.



SIDEWALKS & GREENWAYS | CONNECTIVITY MAP



SIDEWALKS & GREENWAYS | CONNECTIVITY PRIORITIES



Proposed crosswalk at the corner of E 10th St & Graham St to connect Horace O. Porter Alternative School with Frierson-Johnson Park



Proposed new sidewalk along Fairview Dr



Proposed new sidewalk along Emmanuel St to connect the neighborhood to Frierson-Johnson Park

Improvements to **sidewalk and greenway** safety and connectivity across East Columbia is the third and final priority of this Active Living Area Plan.

Key sidewalk projects across the community will include connecting neighborhoods to parks and downtown Columbia, improving major roadway corridors, adding "Kid Zone" speed signs, increasing lighting along prominent pedestrian routes, and upgrading curb ramps and crosswalks for greater safety.

Additionally, it's recommended that greenway improvements involve building new trails along Lytle Creek, the Duck River, and Iron Bridge Road, while also connecting these trails to Fairview Park, downtown Columbia, and the Yanahli Regional Park Recreation Area.

The following is a full list of the recommended improvements based on input from community members and the assessment of current conditions:

- Community Sidewalk Improvements
 - Existing sidewalk improvements throughout East Columbia to connect neighborhoods to Fairview Park and Frierson-Johnson Park and to downtown Columbia.
 - Prioritize roadway corridors include E 10th Street, S Main Street, Mapleash Avenue, East End Street, E 7th Street/Iron Bridge Road, Fairview Drive, and Hannaway Road.
 - Adding "Kid Zone" slower speed signs along primary pedestrian routes.
- Community Greenway Improvements
 - Prioritize building greenway trails along Lytle Creek, the Duck River, and Iron Bridge Road.
 - Extending greenway connections through Fairview Park and to the downtown area.
 - Extending the greenway out to the Yanahli Regional Park Recreation Area.



EAST COLUMBIA | GRANT OPPORTUNITIES FOR ACTIVE LIVING AREA PLAN IMPROVEMENTS

STATE RECREATIONAL GRANT FUNDING OPPORTUNITIES

- **Local Parks and Recreation Fund (LPRF)** - The Local Parks and Recreation Fund (LPRF) provides grants to eligible local government entities for the purchase of lands for parks, natural areas, greenways, and recreation facilities. The funds may also be used for trail development and capital projects in parks, natural areas, and greenways. At least 60% of the funds allocated will go to municipal governments as authorized by TCA 67-4-409. All grant projects must be on publicly owned land.
- **Recreational Trails Program** - The Recreational Trails Program (RTP) is a federal funded, state administered grant program. RTP provides grant funding for land acquisition for trails, trail maintenance and restoration/rehabilitation, trail construction, and trail head support facilities. All grant projects must be on publicly owned land.
- **BlueCross BlueShield - Healthy Places** - The BlueCross BlueShield of Tennessee Foundation works with both government entities and non-profit organizations to create BlueCross Healthy Places. It encompasses a variety of site features from accessible play spaces, pavilions and shelters, walking paths, and more. It is available on an annual basis from August 1 - 31. Projects must exclusively use BlueCross Blueshield branding and naming rights.
- **Transportation Alternatives Grant** - There have been a lot of improvements in Tennessee communities since the former Federal Transportation Enhancement Program, now known as Transportation Alternatives Program (TAP), began providing funds to local governments in 1991. More than \$317 million in grants has been distributed by the Department. The money has gone to 267 communities across the Volunteer State to build sidewalks, bike, and pedestrian trails and to renovate historic train depots and other transportation related structures. Whether large or small, the projects serve the same purposes - improving access and providing a better quality of life for people in the state of Tennessee. This grant is available on an annual basis from August-December.
- **Project Diabetes** - The Tennessee Department of Health has several strategies in place to address the burden of preventable chronic disease on its citizens. Project Diabetes is one of these strategies whose purpose is to fund primary prevention projects that aim to prevent disease from ever occurring. Such prevention is implemented through the utilization of policy, systems, and environmental changes (PSE) within the communities of Tennessee. PSE approaches seek to go beyond interventions focused on individual behavior or one-time events to influence the systems that create the structures in which people work, live, and play. Approaches to PSE change help highlight how communities function, including how resources are allocated and how services are delivered, and the influence of those systems and structures on community health before the onset of illness.

NATIONAL RECREATIONAL GRANT FUNDING OPPORTUNITIES

- **Land & Water Conservation Fund** - The ORLP grant program, funded by the LWCF, enables communities to create new outdoor recreation spaces, reinvigorate existing parks, and form connections between people and the outdoors in economically underresourced communities. ORLP delivers funding to urban areas (jurisdictions of at least 50,000 people) with priority given to projects located in economically disadvantaged areas and lacking outdoor recreation opportunities or access. Priorities include projects that support economic growth in a community and redevelop under-utilized and aging parks.
- **Safe Streets & Roads for All** - Safe Streets and Roads for All (SS4A) supports projects to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation users, motorists, and commercial vehicle operators. The SS4A program provides funding for two main types of grants: 1) Planning and Demonstration Grants are used to develop, complete, or supplement an action plan, as well as carry out demonstration activities that inform an action plan; 2) Implementation Grants are used to implement strategies or projects that are consistent with an existing action plan and may also bundle funding requests for supplemental planning and demonstration activities that inform the action plan. Over \$982 million is made available by this NOFO, and a similar amount is expected to be available next year in a future funding round.



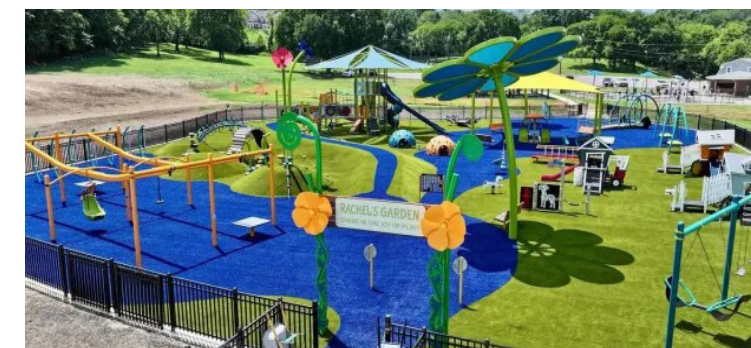
BlueCross BlueShield Playground at David Carnes Park



BlueCross BlueShield Pavilion at David Carnes Park



LPRF Playground at Hinton Park



LPRF Playground at Rachel's Garden

June 11, 2026 - 5:30 PM

PUBLIC HEARINGS

Item 1. - PUBLIC HEARING ON ORDINANCE NO. 4585 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, SANITATION, CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS

Mayor Chaz Molder called the public hearing to order, pursuant to proper public 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.

There being no one present to speak on the public hearing for Ordinance No. 4585 as amended, Council Member McCullen moved to close the public hearing. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 2. - PUBLIC HEARING ON ORDINANCE NO. 4586 - AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2026 ON ALL TAXABLE PROPERTY AT THE RATE OF \$.8251 PER \$100.00

Mayor Chaz Molder called the public hearing to order, pursuant to proper public 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.

City Manager Massey advised the tax rate has been adjusted downward, which will be seen later in the agenda.

There being no one to speak on the public hearing for Ordinance No. 4586, Council Member McKelvy moved to close the public hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 3. - PUBLIC HEARING ON ORDINANCE NO. 4587 AS AMENDED – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2026 THROUGH JUNE 30, 2027

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

June 11, 2026 - 5:30 PM

Mayor Chaz Molder called the public hearing to order, pursuant to proper public 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.

There being no one present to speak on the public hearing for Ordinance No. 4587 as amended, Council Member Marshall moved to close the public hearing. Council Member McCullen seconded the motion.

All Council Members present voted aye.

Item 4. - PUBLIC HEARING ON ORDINANCE NO. 4591 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 12-108 TO TITLE 12, CHAPTER 1, PERTAINING TO MINIMUM DESIGN STANDARDS FOR FIRE PREVENTION, FIRE PROTECTION, AND BUILDING CONSTRUCTION SAFETY FOR GOVERNMENT OWNED BUILDINGS - CITYWIDE

Mayor Chaz Molder called the public hearing to order, pursuant to proper public 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.

There being no one present to speak on the public hearing for Ordinance No. 4591, Council Member McKelvy moved to close the public hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CALL TO ORDER/ROLL CALL

Mayor Chaz Molder called the meeting to order, pursuant to proper public 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.

INVOCATION BY ANDREW PHILLIPS OF GRAYMERE CHURCH OF CHRIST

PLEDGE OF ALLEGIANCE

Local boy scouts led the Pledge of Allegiance.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

June 11, 2026 - 5:30 PM

APPROVAL OF AGENDA

Council Member Marshall moved to approve the agenda. Council Member Secrest seconded the motion.

All Council Members present voted aye.

PRESENTATIONS

Item 5.1. - QUARTERLY PRESENTATION BY WIL EVANS, PRESIDENT OF MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE

Mr. Wil Evans gave a brief update on the happenings in our area and went over the unemployment rate and the factors that go into the rate for the area.

ORGANIZATIONAL BUSINESS

Item 6.1. - APPROVE THE MINUTES OF THE MAY 14, 2026 CITY COUNCIL MEETING

Council Member McKelvy moved to approve the May 14, 2026 council meeting minutes. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 6.2. - APPROVE THE RETIREMENT BENEFITS FOR MATTHEW GUTTOWSKY, MAINTENANCE SUPERVISOR IN THE STREETS DEPARTMENT, PRESENTATION OF RETIREMENT PLAQUE BY MAYOR MOLDER.

Council Member McKelvy moved to approve the retirement benefits for Matthew Guttowsky. Council Member Marshall seconded the motion.

All Council Members present voted aye.

As Matthew Guttowsky was not present for the meeting, there was no presentation of a retirement plaque.

Item 6.3. - APPROVE THE APPOINTMENT OF SECILIA WAGONER TO THE CITY OF COLUMBIA ARTS COUNCIL FOR A THREE-YEAR TERM BEGINNING ON JUNE 11, 2026 AND EXPIRING ON JUNE 11, 2029

Council Member Marshall moved to approve the appointment of Secilia Wagoner to the City of Columbia Arts Council. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

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

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

June 11, 2026 - 5:30 PM

Item 7.1. - APPROVE DISBURSEMENTS FOR THE MONTH OF APRIL 2026 IN THE AMOUNT OF \$8,750,141.36

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

Item 7.3. - APPROVE THE CITY OF COLUMBIA'S STOP LOSS GROUP MEDICAL INSURANCE PREMIUM WITH SUN LIFE FINANCIAL WITH AN INDIVIDUAL SPECIFIC DEDUCTIBLE OF \$150,000 AND AN AGGREGATING SPECIFIC DEDUCTIBLE OF \$125,000 EFFECTIVE JULY 1, 2026 AND AUTHORIZE THE MAYOR TO SIGN ANY NECESSARY DOCUMENTS

Item 7.4. - RECEIVE AND FILE COST OF LIVING ADJUSTMENT (COLA) FOR ELIGIBLE RETIREES OR BENEFICIARIES OF THE CITY OF COLUMBIA EMPLOYEES' RETIREMENT PLAN

Item 7.5. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROJECT AGREEMENT BETWEEN THE CITY OF COLUMBIA AND CHANDLERTHINKS, LLC IN THE AMOUNT OF \$59,500 FOR BRANDING & VISUAL IDENTITY PROFESSIONAL SERVICES - CITYWIDE

Item 7.6. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND RSI (ROOF SYSTEMS, INC.) UTILIZING TIPS COOPERATIVE PURCHASING TO REMOVE AND UPDATE THE OLD ROOF AND REPLACE STORM DAMAGED ROOFS AT THE COLUMBIA AQUATICS AND RECREATION CENTER IN THE AMOUNT OF \$98,460

Item 7.7. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND PATH COMPANY TO REPLACE THE ENTIRE HVAC SYSTEM FOR THE COLUMBIA AQUATICS AND RECREATION CENTER IN THE AMOUNT OF \$550,000

Item 7.8. - APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND DRAKES CREEK BUILDERS IN THE AMOUNT OF \$715,861.00 FOR THE COLUMBIA AQUATICS AND RECREATION CENTER RENOVATIONS

Item 7.9. - APPROVE THE CHANGE ORDER NO. 1 TO THE CONTRACT WITH STEELHEAD BUILDING GROUP FOR THE CONSTRUCTION OF THE RIDLEY PICKLEBALL COURTS IN THE AMOUNT OF \$7,071.09

Item 7.10. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND KALI ALEXANDRIA IN THE AMOUNT OF

June 11, 2026 - 5:30 PM

\$4,000 FOR A COLUMBIA SUMMER GETAWAY SOCIAL MEDIA INFLUENCER MARKETING CAMPAIGN

Item 7.11. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND HALEY DECATUR IN THE AMOUNT OF \$2,500 FOR A UNIQUE SUMMER TRAVEL DESTINATION SOCIAL MEDIA INFLUENCER MARKETING CAMPAIGN**

Item 7.12. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE SOFTWARE LICENSING AGREEMENT WITH ESKILL IN THE AMOUNT OF \$5,300 TO PROVIDE VALID AND RELIABLE TESTING FOR PRE-EMPLOYMENT AND SKILLS GAP TESTING**

Item 7.13. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT WITH TYLER TECHNOLOGIES REGARDING THE REMOVAL OF THE ACFR STATEMENT BUILDER**

Item 7.14. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT WITH TYLER TECHNOLOGIES REGARDING THE REMOVAL OF BUSINESS LICENSES AND CENTRAL PROPERTY FILE**

ADMINISTRATION

RESOLUTIONS

Item 9.1. - **RESOLUTION NO. 26-37 – TAX CORRECTIONS**

Council Member Marshall moved to approve Resolution No. 26-37. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Item 9.2. - **RESOLUTION NO. 26-38 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE HILLCREST TOWNHOMES (WATERFORD TOWNHOMES)**

Council Member Marshall moved to approve Resolution No. 26-38. Council Member Secrest seconded the motion.

All Council Members present voted aye.

Item 9.3. - **RESOLUTION NO. 26-39 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING HILLCREST VILLAGE, PHASE 2 AND PHASE 3**

June 11, 2026 - 5:30 PM

Council Member Marshall moved to approve Resolution No. 26-39. Council Member McCullen seconded the motion.

All Council Members present voted aye.

Item 9.4. - **RESOLUTION NO. 26-40 - TAX CORRECTIONS**

Council Member Marshall moved to approve Resolution No. 26-40. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - **2ND CONSIDERATION OF ORDINANCE NO. 4585 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, SOLID WASTE, CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS**

Council Member McKelvy moved to approve Ordinance No. 4585 as amended on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.2. - **2ND CONSIDERATION OF ORDINANCE NO. 4586 AS AMENDED - AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2026 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.6068 PER \$100.00**

City Manager Massey advised that this Ordinance on the city tax rate shows the rate has dropped.

Council Member McKelvy moved to approve Ordinance No. 4586, as amended, on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.3. - **2ND CONSIDERATION OF ORDINANCE NO. 4587 AS AMENDED – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2026 THROUGH JUNE 30, 2027**

Mayor Molder moved to approve Ordinance No. 4587 on second consideration. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Following the vote, Assistant City Manager Thad Jablonski distributed the "Budget in Brief," a summary of the adopted budget information.

Item 10.4. - **2ND CONSIDERATION OF ORDINANCE NO. 4588 - AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2026-2027 FISCAL YEAR**

June 11, 2026 - 5:30 PM

Mayor Molder moved to approve Ordinance No. 4588 on second consideration. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Item 10.5. - 2ND CONSIDERATION ON ORDINANCE 4589 - AN ORDINANCE TO ADOPT AND RATIFY THE HISTORIC DISTRICT DESIGN GUIDELINES CONCERNING PROPERTIES WITHIN THE ATHENAEUM, BARROW COURT, DOWNTOWN COMMERCIAL, WEST 6TH STREET/MAYES PLACE, AND WEST 7TH STREET/WEST END HISTORIC OVERLAY DISTRICTS

Council Member McKelvy moved to approve Ordinance No. 4589 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.6. - 2ND CONSIDERATION ON ORDINANCE 4590 - AN ORDINANCE TO AMEND ORDINANCE 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 1B OF THE HONEY FARMS PUD, OFF NASHVILLE HIGHWAY AND LEAFCUTTER BEE ROAD, AT TAX MAP 51 PARCEL 58.07

Council Member McKelvy moved to approve Ordinance No. 4590 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.7. - 1ST CONSIDERATION ON ORDINANCE NO. 4591 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 12-108 TO TITLE 12, CHAPTER 1, PERTAINING TO MINIMUM DESIGN STANDARDS FOR FIRE PREVENTION, FIRE PROTECTION, AND BUILDING CONSTRUCTION SAFETY FOR GOVERNMENT-OWNED BUILDINGS - CITYWIDE

Council Member Marshall moved to approve Ordinance No. 4591 on first consideration. Council Member Huffman seconded the motion.

All Council Members present voted aye.

Item 10.8. - 1ST CONSIDERATION OF ORDINANCE NO. 4592 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 10-108 TO TITLE 10, CHAPTER 1 TO REGULATE AND PROHIBIT THE SALE, TRANSFER, DISPLAY, AND GIVEAWAY OF DOGS, CATS, AND DOMESTIC RABBITS IN PUBLIC OUTDOOR SPACES

Citizens that signed up to speak on this item came forward and shared their thoughts regarding this item.

Council Member McCullen moved to approve Ordinance No. 4592 on first consideration. Council Member Marshall seconded the motion.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

June 11, 2026 - 5:30 PM

All Council Members present voted aye.

Item 10.9. - 1ST CONSIDERATION OF ORDINANCE NO. 4593 - AN ORDINANCE CONVEYING A TWENTY-FOOT-WIDE SEWER EASEMENT TO JOHN C. DAVENPORT FOR PROPERTY LOCATED ON TAX MAP 100G, GROUP A, PARCEL 032.07

Council Member Marshall moved to approve Ordinance No. 4593 on first consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

PUBLIC COMMENTS

OTHER BUSINESS

EXECUTIVE SESSION

ADJOURNMENT

There being no further business, Council Member McKelvy moved to adjourn the meeting. Council Member Marshall seconded the motion. All members present voted aye. The meeting adjourned at 06:34 PM.

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING MAY 31, 2026

<u>FUND</u>	<u>GROSS</u>	<u>TRANSFERS & CD's</u>	<u>PAYROLL TRANSFERS</u>	<u>NET TOTAL</u>
General Fund	2,933,422.56	142,998.05	1,716,064.47	1,074,360.04
Sanitation Fund	349,210.35	7,793.38	89,508.16	251,908.81
Wastewater Fund	5,573,209.41	20,854.17	207,516.48	5,344,838.76
Street & Transportation Fund				-
State Street Aid	31,759.53	-		31,759.53
Drug Fund	1,002.21			1,002.21
Debt Service Fund	558,093.75			558,093.75
Capital Projects Fund	436,705.57	17,670.69		419,034.88
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	560,361.74	365,289.70		195,072.04
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Clery Construction Escrow				-
Industrial Development Board	-			-
Grant Fund	334,119.03	-		334,119.03
	\$ 10,777,884.15	\$ 554,605.99	\$ 2,013,089.11	\$ 8,210,189.05

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 5/1/2026 - 5/31/2026**

POOLED CASH CHECK LISTING

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207360	05/07/2026	8X8 INC	5,610.01
207361	05/07/2026	ACE HARDWARE	162.03
207362	05/07/2026	AT&T	33.77
207363	05/07/2026	Atlantic Pools & Spas	417.99
207364	05/07/2026	Auto Trim Design	2,475.00
207365	05/07/2026	BEST CLEANERS OF COLUMBIA, LLC	12.76
207366	05/07/2026	Best One Tire	760.22
207367	05/07/2026	BLUEBEAM, INC	3,190.00
207368	05/07/2026	BRANDON OWEN	100.00
207369	05/07/2026	Burco Construction	336.60
207370	05/07/2026	CHOICE SCREENING	246.00
207371	05/07/2026	Cintas Corporation #241	2,623.98
207372	05/07/2026	Colonial Life	6,600.72
207373	05/07/2026	Columbia Machine Works	1,771.00
207374	05/07/2026	Columbia Oil Company Inc	9,701.70
207375	05/07/2026	COLUMBIA POWER & WATER SYSTEMS	15,166.69
207376	05/07/2026	COLUMBIA POWER & WATER SYSTEMS	12,680.25
207377	05/07/2026	COLUMBIA POWER & WATER SYSTEMS	1,019.35
207378	05/07/2026	COLUMBIA POWER & WATER SYSTEMS	2,106.08
207379	05/07/2026	COLUMBIA POWER & WATER SYSTEMS	691.67
207380	05/07/2026	COLUMBIA POWER & WATER SYSTEMS	108.22
207381	05/07/2026	COLUMBIA POWER & WATER SYSTEMS	5,741.23
207382	05/07/2026	COLUMBIA POWER & WATER SYSTEMS	5,594.20
207383	05/07/2026	COLUMBIA POWER & WATER SYSTEMS	169.16
207384	05/07/2026	COMBINED INSURANCE, A CHUBB COMPANY	860.54
207385	05/07/2026	COMPASS MEDIA LLC	2,000.00
207386	05/07/2026	Copycats Print Services Llc	23.10
207387	05/07/2026	DANIEL DOUBLER	300.00
207388	05/07/2026	Dixie Diesel Service	621.83
207389	05/07/2026	Duck River Electric	2,615.39
207390	05/07/2026	Chad Powell	368.00
207391	05/07/2026	Chase Hartung	313.00
207392	05/07/2026	Matthew Gaston	155.00
207393	05/07/2026	Matthew Langford	155.00
207394	05/07/2026	Tyler Duke	155.00
207395	05/07/2026	Fleming Sheet Metal Shop	2,850.00
207396	05/07/2026	Freedom Hill Land Management	585.00
207397	05/07/2026	G & C SUPPLY CO INC	489.00
207398	05/07/2026	HI-VAC CORPORATION	106,500.00
207399	05/07/2026	Impressions	114.00
207400	05/07/2026	Industrial Contractors Inc	1,040.00
207401	05/07/2026	Jim's Auto Accessories Inc	11.26
207402	05/07/2026	Kustom Signals Inc	2,449.17
207403	05/07/2026	LENNAR HOMES OF TENNESSEE, LLC	2,832.75
207404	05/07/2026	Lively Florist	165.15
207405	05/07/2026	MAIN STREET MEDIA OF TN	1,439.00
207406	05/07/2026	Maury County Equipment	2,024.00
207407	05/07/2026	MES I ACQUISITION INC	2,120.88
207408	05/07/2026	MI Homes	542.29
207409	05/07/2026	Memra Surles, LCR, CCR	150.00
207410	05/07/2026	Doug Naffah	800.00
207411	05/07/2026	MSD Environmental Services, Inc	432.14

**CITY OF COLUMBIA
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207412	05/07/2026	North Central Laboratories-NCL of Wisconsin, Inc	1,176.87
207413	05/07/2026	PARMAN TRACTOR AND EQUIPMENT LLC	45.22
207414	05/07/2026	Playpower Lt Farmington, Inc.	2,268.97
207415	05/07/2026	PROCARE PBM	40,309.25
207416	05/07/2026	PROLOGIC ITS, LLC	2,160.81
207417	05/07/2026	Ashton Woods Homes	353.85
207418	05/07/2026	Ashton Woods Homes	369.75
207419	05/07/2026	Ashton Woods Homes	380.25
207420	05/07/2026	Ashton Woods Homes	503.55
207421	05/07/2026	Ashton Woods Homes	385.05
207422	05/07/2026	Brandon Gomez	137.06
207423	05/07/2026	Cornelius Dirksen	8.12
207424	05/07/2026	D. R. Horton	50.00
207425	05/07/2026	D. R. Horton	50.00
207426	05/07/2026	D. R. Horton	488.40
207427	05/07/2026	D.R. Horton	344.40
207428	05/07/2026	David Weekley Homes LLC	426.75
207429	05/07/2026	David Weekley Homes LLC	448.50
207430	05/07/2026	DRB Group of Tennessee, LLC	474.15
207431	05/07/2026	DRB Group of Tennessee, LLC	683.70
207432	05/07/2026	DRB Group of Tennessee, LLC	529.95
207433	05/07/2026	DRB Group of Tennessee, LLC	542.70
207434	05/07/2026	George A Clanton	15.63
207435	05/07/2026	George A Clanton	32.50
207436	05/07/2026	George A Clanton	90.00
207437	05/07/2026	Harpeth Escrow, LLC	10.02
207438	05/07/2026	Hunter Leeds	32.50
207439	05/07/2026	JN Carpentry LLC	347.70
207440	05/07/2026	Kimber Menjivar	23.13
207441	05/07/2026	Kristen Newton	1,113.60
207442	05/07/2026	Laura Herritt	38.12
207443	05/07/2026	Mendez Remodeling	70.00
207444	05/07/2026	Mendez Remodeling	16.25
207445	05/07/2026	Quality Builders	77.25
207446	05/07/2026	Randall Construction LLC	21.60
207447	05/07/2026	Ruben Ladron	129.25
207448	05/07/2026	Ryan A Denby	201.00
207449	05/07/2026	Southeast Title of Murfreesboro, LLC	13.52
207450	05/07/2026	Sunil Patel	378.00
207451	05/07/2026	The Konrad Company	364.50
207452	05/07/2026	Thorpe Design LLC	2.40
207453	05/07/2026	Truitt Home Builders	121.44
207454	05/07/2026	Robert J Young Company LLC	33.00
207455	05/07/2026	Rogers Group Inc	327.42
207456	05/07/2026	SPARKS ENTERPRIZE	11,648.04
207457	05/07/2026	SRM Concrete	3,309.88
207458	05/07/2026	STALKER RADAR	3,088.00
207459	05/07/2026	State Of TN Attn: Lily White	285.00
207460	05/07/2026	State Of TN Dept Of Revenue	23.75
207461	05/07/2026	Summit Uniforms	471.50
207462	05/07/2026	Sun Life Financial	41,246.46
207463	05/07/2026	T-MOBILE	325.04

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 5/1/2026 - 5/31/2026**

POOLED CASH CHECK LISTING

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207464	05/07/2026	TN DEPT OF LABOR & WORKFORCE D	150.00
207465	05/07/2026	Tn Dept Of Revenue	759.33
207466	05/07/2026	Turner & Osborne Tire Co	874.33
207467	05/07/2026	UDP MT PLEASANT DISPOSAL LLC	720.53
207468	05/07/2026	Volunteer Paving LLC	92.31
207469	05/07/2026	Waynes Pest Control	600.00
207470	05/07/2026	Wells Fargo Financial Leasing, Inc	276.31
207471	05/07/2026	WILCOLOCAL MEDIA	810.00
207472	05/07/2026	WM CORPORATE SERVICES, INC	18,028.71
207473	05/07/2026	Zoll Medical Corporation	4,242.24
207474	05/14/2026	VISUAL MEDIA CO LLC	75.00
207475	05/14/2026	AMER FAMILY LIFE ASSURANCE	40.30
207476	05/14/2026	AT&T (Fiber Optics)	726.44
207477	05/14/2026	Atmos Energy	740.36
207478	05/14/2026	Best One Tire	3,245.71
207479	05/14/2026	Better Business Solutions	128.70
207480	05/14/2026	BIG TRUCK RENTAL, LLC	9,200.00
207481	05/14/2026	Blue Cardinal Chemical, LLC	284.80
207482	05/14/2026	BRANDON OWEN	100.00
207483	05/14/2026	CARRIE ANN BELL	175.00
207484	05/14/2026	Cintas Corporation #241	1,255.21
207485	05/14/2026	Columbia Firefighter Assn	382.50
207486	05/14/2026	Columbia Oil Company Inc	6,567.97
207487	05/14/2026	COLUMBIA POWER & WATER SYSTEMS	54,725.86
207488	05/14/2026	COLUMBIA POWER & WATER SYSTEMS	43,590.11
207489	05/14/2026	COLUMBIA POWER & WATER SYSTEMS	1,168.70
207490	05/14/2026	COLUMBIA POWER & WATER SYSTEMS	1,086.83
207491	05/14/2026	COLUMBIA POWER & WATER SYSTEMS	2,393.80
207492	05/14/2026	COLUMBIA POWER & WATER SYSTEMS	1,707.62
207493	05/14/2026	COLUMBIA POWER & WATER SYSTEMS	981.80
207494	05/14/2026	COMPASS MEDIA LLC	4,000.00
207495	05/14/2026	Cook's Pest Control Inc	129.00
207496	05/14/2026	CPWS - Broadband	1,315.92
207497	05/14/2026	CRYSTAL CHAPLICK	125.00
207498	05/14/2026	CSL SERVICES, INC	7,450.00
207499	05/14/2026	Culleoka Company LLC	345.00
207500	05/14/2026	D. H. PACE COMPANY, INC	134,843.00
207501	05/14/2026	VOID-VOID-VOID	0.00
207502	05/14/2026	Duck River Electric	434.05
207503	05/14/2026	Ford of Columbia	1,654.66
207504	05/14/2026	Freedom Hill Land Management	1,090.00
207505	05/14/2026	G & C SUPPLY CO INC	1,237.43
207506	05/14/2026	Heritage-Crystal Clean, LLC	494.00
207507	05/14/2026	Hoist & Crane Service Group	2,430.00
207508	05/14/2026	Hyper-Reach	10,580.00
207509	05/14/2026	Impressions	678.55
207510	05/14/2026	JAKE HUBBELL	3,330.00
207511	05/14/2026	Jeremy B Hanback	3,300.00
207512	05/14/2026	Jones & Lang Sporting Goods	1,512.00
207513	05/14/2026	KATE FREEMAN	100.00
207514	05/14/2026	KRISTEN MEYERS	575.00
207515	05/14/2026	LEAH KIRWAN	75.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 5/1/2026 - 5/31/2026**

POOLED CASH CHECK LISTING

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207516	05/14/2026	Lose Design - Lose & Associates, Inc	64,486.49
207517	05/14/2026	Mail Call	2,903.33
207518	05/14/2026	MAIN STREET MEDIA OF TN	89.95
207519	05/14/2026	MARGARET KINCAID	25.00
207520	05/14/2026	MARIA CATHARINA VAN DEVENTER	150.00
207521	05/14/2026	Marshall County Solid Waste and Recycling	3,165.50
207522	05/14/2026	Maury Co United Way	737.00
207523	05/14/2026	Maury County Equipment	284.41
207524	05/14/2026	MAURY REGIONAL MEDICAL CENTER	90.00
207525	05/14/2026	Maury Regional Hospital Marshall Medical Ctr	11,275.08
207526	05/14/2026	Maury Regional Medical Group	7,146.00
207527	05/14/2026	MCCOY CONSTRUCTION & FORESTRY, INC	143.93
207528	05/14/2026	MEGAN FITZGERALD	125.00
207529	05/14/2026	NAFECO Inc	1,055.00
207530	05/14/2026	Needle And Grain	317.00
207531	05/14/2026	NexAir LLC	108.71
207532	05/14/2026	PARMAN TRACTOR AND EQUIPMENT LLC	35.72
207533	05/14/2026	Pollock Printing Co.	11,294.13
207534	05/14/2026	PROCARE PBM	55,289.96
207535	05/14/2026	Public Entity Partners	24,200.48
207536	05/14/2026	Public Entity Partners	7,258.53
207537	05/14/2026	Little Harpeth Properties LLC	387.75
207538	05/14/2026	ROSA N MOFFETT	14.74
207539	05/14/2026	Regent Homes, LLC	50.00
207540	05/14/2026	Robert J Young Company LLC	58.00
207541	05/14/2026	ROTO-ROOTER PLUMBERS	63.82
207542	05/14/2026	Safe Industries	48,300.00
207543	05/14/2026	SHANNA BLACKMON	175.00
207544	05/14/2026	SIKES SERVICES, LLC	31,800.00
207545	05/14/2026	SOFTSPACE SOUTH	1,879.00
207546	05/14/2026	SONIA M SACHA	250.00
207547	05/14/2026	Southern Software Inc	5,635.00
207548	05/14/2026	SRM Concrete	1,798.75
207549	05/14/2026	State Systems, LLC	600.00
207550	05/14/2026	TARA SMITH	288.05
207551	05/14/2026	Temple Inc	1,240.00
207552	05/14/2026	THE CEDARSTREAM COMPANY INC	389.50
207553	05/14/2026	THE DAILY HERALD	35.00
207554	05/14/2026	TN DEPT OF LABOR & WORKFORCE D	188.20
207555	05/14/2026	TN Property Management	11,566.93
207556	05/14/2026	TOWN SQUARE GRAPHICS	2,000.00
207557	05/14/2026	Tyler Technologies, Inc	2,100.00
207558	05/14/2026	VERIZON CONNECT	265.30
207559	05/14/2026	Water Management Services LLC	1,237.50
207560	05/14/2026	Waypoint Analytical, LLC	80.00
207561	05/14/2026	William C Hargrove	3,300.00
207562	05/15/2026	Atmos Energy	1,250.10
207563	05/15/2026	Best One Tire	518.32
207564	05/15/2026	Peyton Ray Henderson	122.00
207565	05/15/2026	PRC HOLDINGS LLC	20,000.00
207566	05/15/2026	Robert McKeon	122.00
207567	05/15/2026	STEELHEAD BUILDING GROUP, LLC	184,238.05

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207568	05/15/2026	Waypoint Business Solutions LLC	153,036.00
207569	05/21/2026	ARDURRA GROUP INC	37,000.00
207570	05/21/2026	JUDY - ESCROW	99,054.58
207571	05/21/2026	JUDY CONSTRUCTION COMPANY	1,932,785.16
207572	05/21/2026	ACE HARDWARE	16.77
207573	05/21/2026	ALPINE ARMORING INC	259,200.00
207574	05/21/2026	AQUAPHASE	429.62
207575	05/21/2026	Atmos Energy	2,535.08
207576	05/21/2026	B's Tees	300.00
207577	05/21/2026	Best One Tire	518.32
207578	05/21/2026	CARDIO PARTNERS INC	1,803.66
207579	05/21/2026	C.E.S. CITY ELECTRIC SUPPLY CO	359.04
207580	05/21/2026	Christopher Cummins	174.00
207581	05/21/2026	Colorkraft Auto Refinishers, LLC	7,432.35
207582	05/21/2026	Columbia Paint & Wallcover	10.00
207583	05/21/2026	COLUMBIA POWER & WATER SYSTEMS	4,414.62
207584	05/21/2026	COLUMBIA POWER & WATER SYSTEMS	2,161.30
207585	05/21/2026	COLUMBIA POWER & WATER SYSTEMS	1,450.50
207586	05/21/2026	Columbia Rubber & Gasket Co	454.37
207587	05/21/2026	Copycats Print Services Llc	47.64
207588	05/21/2026	Cumberland International	90.54
207589	05/21/2026	David's Lock & Key Inc	21.50
207590	05/21/2026	DAX TOLAND RUSSELL	800.00
207591	05/21/2026	Duck River Electric	186.92
207592	05/21/2026	Cody Johnson	155.00
207593	05/21/2026	Garryck Paley	155.00
207594	05/21/2026	Kade Suratt	155.00
207595	05/21/2026	First Farmers & Merchants Bank	15,862.50
207596	05/21/2026	Firstnet Services Provided By AT&T Mobility	374.98
207597	05/21/2026	GRANICUS LLC	18,134.99
207598	05/21/2026	GREENFIELDS OUTDOOR FITNESS, INC	260.00
207599	05/21/2026	Gresham Smith & Partners	6,037.11
207600	05/21/2026	Impressions	108.00
207601	05/21/2026	J & M Supply Solutions	2,680.28
207602	05/21/2026	J.E.M. MECHANICAL, INC	3,525.00
207603	05/21/2026	JACK MORRIS AUTO GLASS	65.00
207604	05/21/2026	JEFF ELLIS & ASSOCIATES, INC	395.00
207605	05/21/2026	Jim's Auto Accessories Inc	32.12
207606	05/21/2026	Kimley-Horn & Associates, Inc	7,500.00
207607	05/21/2026	LAWRENCE GLASS CO., INC.	369.00
207608	05/21/2026	Leaf Capital Funding LLC	668.26
207609	05/21/2026	Maury Co Government	15,015.41
207610	05/21/2026	Maury County Equipment	544.00
207611	05/21/2026	Mid TN Fence LLC	2,785.00
207612	05/21/2026	Morgan Brothers Electric Inc	668.72
207613	05/21/2026	NAFECO Inc	748.80
207614	05/21/2026	Needle And Grain	4,500.00
207615	05/21/2026	Neel-Schaffer	8,950.00
207616	05/21/2026	Nick Brown	174.00
207617	05/21/2026	O'Reilly Auto Parts	205.60
207618	05/21/2026	Preventia Security	824.20
207619	05/21/2026	QUALITY PARTS EXPRESS, INC	238.48

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207620	05/21/2026	REACH TECHNOLOGIES	199.22
207621	05/21/2026	Simplot Turf & Horticulture	6,258.46
207622	05/21/2026	SMITH SHOLAR ASSOCIATES PLLC	56,771.94
207623	05/21/2026	Southern Duplicating of Middle Tennessee	725.47
207624	05/21/2026	SOUTHERN PIPE & SUPPLY	121.88
207625	05/21/2026	SRM Concrete	1,086.50
207626	05/21/2026	STATE SYSTEMS, INC	1,827.25
207627	05/21/2026	State Systems, LLC	110.00
207628	05/21/2026	STS Distribution	2,560.00
207629	05/21/2026	StyleBlueprint LLC	1,995.00
207630	05/21/2026	Sunbelt Rentals Inc	280.68
207631	05/21/2026	Ted's Sporting Goods	134.99
207632	05/21/2026	Thad Jablonski	72.65
207633	05/21/2026	The Marbet Company	5,845.00
207634	05/21/2026	TN Dept Of Env & Conservation	150.00
207635	05/21/2026	TRUE OMNI LLC	3,600.00
207636	05/21/2026	Tyler Technologies, Inc	1,400.00
207637	05/21/2026	UDP MT PLEASANT DISPOSAL LLC	133,889.12
207638	05/21/2026	Uline	7,973.04
207639	05/21/2026	CFS	87.44
207640	05/21/2026	US Bank Trust Natl Assn	2,144,582.50
207641	05/21/2026	VERIZON WIRELESS 00028	180.45
207642	05/21/2026	Verizon Wireless 01	219.80
207643	05/21/2026	Verizon Wireless 03	41.95
207644	05/21/2026	Verizon Wireless 09	88.92
207645	05/21/2026	VERSARE SOLUTIONS, LLC	6,284.52
207646	05/21/2026	VISUAL MEDIA CO LLC	600.00
207647	05/21/2026	Volunteer Paving LLC	213.58
207648	05/21/2026	Vulcan Materials Co	525.66
207649	05/21/2026	Waynes Pest Control	175.00
207650	05/21/2026	Zoll Medical Corporation	478.50
207651	05/28/2026	ACE HARDWARE	97.92
207652	05/28/2026	Atlantic Pools & Spas	2,606.80
207653	05/28/2026	Atmos Energy	309.71
207654	05/28/2026	Automation Controls Training & Consulting	2,013.51
207655	05/28/2026	Beard Equipment Company, Inc.	1,811.39
207656	05/28/2026	ALFRED BENESCH & COMPANY	6,199.50
207657	05/28/2026	Best One Tire	162.13
207658	05/28/2026	C & C Bucket Truck and Tree Service	475.00
207659	05/28/2026	City Of Col Employees Retireme	229,910.00
207660	05/28/2026	City Of Col Tn Retirement	23,165.93
207661	05/28/2026	Columbia Oil Company Inc	92,388.18
207662	05/28/2026	Columbia Paint & Wallcover	29.84
207663	05/28/2026	COLUMBIA POWER & WATER SYSTEMS	7,425.88
207664	05/28/2026	COLUMBIA POWER & WATER SYSTEMS	736.14
207665	05/28/2026	COLUMBIA POWER & WATER SYSTEMS	1,501.74
207666	05/28/2026	COLUMBIA POWER & WATER SYSTEMS	54.70
207667	05/28/2026	Columbia Powersports Supercenter	966.48
207668	05/28/2026	Columbia Rubber & Gasket Co	1,534.85
207669	05/28/2026	Copycats Print Services Llc	26.95
207670	05/28/2026	Culleoka Company LLC	888.00
207671	05/28/2026	CUMBERLAND ESCROW - DUCK RIVER	20,660.00

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207672	05/28/2026	CUMBERLAND ESCROW - BEAR CREEK	29,877.50
207673	05/28/2026	Cumberland International	572.18
207674	05/28/2026	CUMBERLAND VALLEY CONSTRUCTORS, INC	960,212.45
207675	05/28/2026	David's Lock & Key Inc	912.00
207676	05/28/2026	Duck River Electric	816.14
207677	05/28/2026	EAGLE FIRE INC	570.00
207678	05/28/2026	ANNETTE GERRETSE	64.67
207679	05/28/2026	Jaclyn Reinke	18.98
207680	05/28/2026	Justin Guttowski	149.99
207681	05/28/2026	Firstnet Services Provided By AT&T Mobility	2,282.43
207682	05/28/2026	Holston Gases	1,033.70
207683	05/28/2026	IDEXX Distribution, Inc.	1,536.75
207684	05/28/2026	Impressions	8,448.70
207685	05/28/2026	J & M Supply Solutions	429.21
207686	05/28/2026	J R Wauford & Co Cons Eng, Inc	40,100.00
207687	05/28/2026	J.E.M. MECHANICAL, INC	615.00
207688	05/28/2026	JEFF ELLIS & ASSOCIATES, INC	55.00
207689	05/28/2026	Jim's Auto Accessories Inc	334.21
207690	05/28/2026	JOHN DALE ALDEN, III, PHD	375.00
207691	05/28/2026	MAIN STREET MEDIA OF TN	357.35
207692	05/28/2026	Mark Evans And Associates	2,000.00
207693	05/28/2026	Maury County 911	8,041.16
207694	05/28/2026	Maury Fence Co Of Tn Inc	18.40
207695	05/28/2026	MID-SOUTH ELECTRIC INC	800.00
207696	05/28/2026	Neel-Schaffer	13,700.52
207697	05/28/2026	Nixon Power Services LLC	1,171.50
207698	05/28/2026	Novatech Inc	2,113.52
207699	05/28/2026	O'Reilly Auto Parts	36.15
207700	05/28/2026	PARMAN TRACTOR AND EQUIPMENT LLC	829.80
207701	05/28/2026	PROCARE PBM	46,951.29
207702	05/28/2026	A GOOD LANDLORD LLC	35.00
207703	05/28/2026	April Scott	3.30
207704	05/28/2026	ASHTON WOODS HOMES	362.55
207705	05/28/2026	Coger Tremayne L Etux Holly	186.00
207706	05/28/2026	Delores Blankenship	5.00
207707	05/28/2026	POOL AND SPA DEPOT	168.31
207708	05/28/2026	Rick Zehntner	137.06
207709	05/28/2026	Robert J Young Company LLC	451.68
207710	05/28/2026	ROTO-ROOTER PLUMBERS	322.40
207711	05/28/2026	SiteOne Landscape Supply LLC	38.06
207712	05/28/2026	SRM Concrete	515.00
207713	05/28/2026	Thad Jablonski	75.25
207714	05/28/2026	Tops Business Systems	186.92
207715	05/28/2026	Turner & Osborne Tire Co	656.98
207716	05/28/2026	UDP MT PLEASANT DISPOSAL LLC	28,424.90
207717	05/28/2026	Unum Life Insurance Co Of Amer	3,148.60
207718	05/28/2026	Verizon	3,707.22
207719	05/28/2026	Verizon Wireless 04	5,243.67
207720	05/28/2026	Verizon Wireless 05	3,955.00
207721	05/28/2026	Verizon Wireless 10	763.58
207722	05/28/2026	Vulcan Materials Co	112.61
207723	05/28/2026	Wanda McClain	228.07

**CITY OF COLUMBIA
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207724	05/28/2026	WEIMER BEARING & TRANSMISSION, INC	108.70
207725	05/28/2026	WILCOLOCAL MEDIA	500.00
207726	05/28/2026	WM CORPORATE SERVICES, INC	23,018.71
207727	05/29/2026	CRYSTAL CHAPLICK	125.00
207728	05/29/2026	Chad Powell	290.00
207729	05/29/2026	KATE FREEMAN	100.00
207730	05/29/2026	KRISTEN MEYERS	600.00
207731	05/29/2026	LEAH KIRWAN	100.00
207732	05/29/2026	MARGARET KINCAID	50.00
207733	05/29/2026	MARIA CATHARINA VAN DEVENTER	125.00
207734	05/29/2026	Maury County 911	44,390.94
207735	05/29/2026	MEGAN FITZGERALD	75.00
207736	05/29/2026	SHANNA BLACKMON	175.00
207737	05/29/2026	SONIA M SACHA	175.00
207738	05/29/2026	Unum Life Insurance Co Of Amer	272.80

GENERAL

Total Purchase Cards:	\$	101,797.92
Total Payroll Transfers:	\$	1,716,064.47
Total Misc. Transfers:	\$	142,998.05
Total Checks:	\$	<u>972,562.12</u>
Total:	\$	2,933,422.56

STATE STREET AID

Total Purchase Cards:	\$	1,200.51
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>30,559.02</u>
Total:	\$	31,759.53

SANITATION

Total Purchase Cards:	\$	11,380.13
Total Payroll Transfers:	\$	89,508.16
Total Misc. Transfers:	\$	7,793.38
Total Checks:	\$	<u>240,528.68</u>
Total:	\$	349,210.35

WASTEWATER

Total Purchase Cards:	\$	10,218.62
Total Payroll Transfers:	\$	207,516.48
Total Misc. Transfers:	\$	20,854.17
Total Checks:	\$	<u>5,334,620.14</u>
Total:	\$	5,573,209.41

**CITY OF COLUMBIA
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DRUG

Total Purchase Cards:	\$	411.83
Total Checks:	\$	<u>590.38</u>
Total:	\$	1,002.21

INSURANCE

Total Misc. Transfers:	\$	365,289.70
Total Checks:	\$	<u>195,072.04</u>
Total:	\$	560,361.74

CAPITAL PROJECTS

Total Purchase Cards:	\$	7,494.30
Total Misc. Transfers:	\$	17,670.69
Total Checks:	\$	<u>411,540.58</u>
Total:	\$	436,705.57

GRANT

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>334,119.03</u>
Total:	\$	334,119.03

DEBT SERVICE

Total Misc. Transfers:		
Total Checks:	\$	<u>558,093.75</u>
Total:	\$	558,093.75



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jennifer Jeter, Administrative Assistant to Fire Chief, 931-560-1734, Jjeter@columbiatn.gov

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A NO-UPFRONT COST CITY WIDE AGREEMENT BETWEEN THE CITY OF COLUMBIA, TN AND ALLSOURCE ENTERPRISES LLC DBA SAFE INDUSTRIES TO PROVIDE ON-CALL EMERGENCY DISASTER RESPONSE, RECOVERY, AND RELATED SERVICES ON AN AS-NEEDED BASIS IN RESPONSE TO DECLARED OR UNDECLARED EMERGENCY EVENTS, UNDER IT ITS EMERGENCY PROCUREMENT AUTHORITY

RECOMMENDATION: Approve.

INFORMATION: AllSource Enterprises LLC DBA Safe Industries represents that it possesses the personnel, expertise, equipment, and capacity to respond rapidly to emergency conditions and perform the Services described within the agreement.

The City of Columbia desires to enter into this city wide emergency services agreement to enable immediate response to declared or undeclared emergency events, with no minimum compensation unless and until activated by a Notice to Proceed or Work Order.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report, AllSource Agreement, AllSource Exhibits A-C, Strategic Resilience Blueprint.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF COLUMBIA, TN
AND SAFE INDUSTRIES.**

THIS AGREEMENT (this “Agreement”) is made effective as of the ___ day of ___, 2026 (the “Effective Date”), by and between the **CITY OF COLUMBIA, TN** (the “Public Entity”) and **ALLSOURCE ENTERPRISES LLC DBA SAFE INDUSTRIES**, a South Carolina LLC (the “Contractor”).

RECITALS

WHEREAS, Public Entity desires to retain Contractor to provide on-call emergency disaster response, recovery, and related services on an as-needed basis in response to declared or undeclared emergency events, under its emergency procurement authority pursuant to applicable Tennessee law;

WHEREAS, Contractor represents that it possesses the personnel, expertise, equipment, and capacity to respond rapidly to emergency conditions and perform the Services described herein;

WHEREAS, the Public Entity desires to enter into this emergency services agreement to enable immediate response to declared or undeclared emergency events, with no minimum compensation unless and until activated by a Notice to Proceed or Work Order.

WHEREAS, the parties have agreed upon the Scope of Services attached as Exhibit A, the Rate Schedule attached as Exhibit B, which are fully incorporated here by reference;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 General Services. Contractor shall provide the Services described in Exhibit A (“Scope of Services”) as may be requested by Public Entity pursuant to written Notices to Proceed and/or Work Orders issued by Public Entity’s authorized official. For federally declared disasters or federally states of emergency, the duration of any activated Services shall not exceed 180 days from the date of the applicable federal declaration unless expressly extended by the Public Entity in writing. For non-declared events, the duration shall be as specified in the applicable Work Order or mutually agreed in writing by the Parties.

1.2 Mobilization. Subject to Public Entity’s written authorization, Contractor shall mobilize and stage personnel, trucks, trailers, and equipment prior to a disaster event at a mutually agreed upon rate in accordance with the Rate Schedule. Mobilization may include advance placement of crews and equipment to perform immediate emergency operations such as roadway clearance, cut-and-toss, or other limited debris relocation necessary to restore access or ensure public safety.

1.3 No Minimum Commitment. Nothing in this Agreement obligates Public Entity to issue any minimum number of Notices to Proceed or Work Orders, nor to order any minimum quantity of Services or to pay any minimum amount to Contractor, unless and until Services are performed under a valid Notice to Proceed or Work Order. The quantity, scope, and duration of Services shall be defined by Public Entity upon mutual agreement at the time of issuance of each Notice to Proceed or Work Order to correspond to the specific emergency event.

1.4 Operation of Equipment. Contractor shall operate all trucks, trailers, and other equipment in compliance with all applicable federal, state, and local laws, rules, and regulations, including FEMA Guidelines, and shall ensure that all equipment is maintained in good working condition.

1.5 Debris Clearance and Temporary Relocation. Contractor shall, when directed under a valid Notice to Proceed or Work Order, perform limited debris clearance and cut-and-toss operations necessary to restore access or ensure public safety. Such operations may include cutting, pushing, or moving fallen trees, limbs, or other obstructions from roadways, right-of-way, or other critical areas. Unless otherwise expressly authorized in writing by Public Entity, Contractor shall not haul, transport, or assume ownership of any debris beyond the point of temporary relocation necessary to clear access. Any debris collected or relocated shall remain the property of the Public Entity or the underlying property owner.

1.6 Other Contractor(s). The Contractor shall acknowledge the presence of other Contractors involved in disaster response and recovery activities by the federal, state, and local government and of any private utility, and shall not interfere with their work.

1.7 Private Property. The Contractor shall only provide the Services on private property when expressly authorized by the Public Entity's, authorized representative in writing pursuant to applicable laws.

2. TERM

2.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and remain in effect for twelve (12) months from the date of execution, unless sooner terminated under Section 8. Public Entity may extend this Agreement for additional periods upon written agreement by both Public Entity and Contractor. Notwithstanding the foregoing, if any Work Order or Notice to Proceed issued prior to the expiration of this Agreement remains active as of the expiration date, the term of this Agreement shall be deemed extended solely with respect to that Work Order or Notice to Proceed until all Services authorized thereunder have been completed and accepted in writing by the Public Entity in accordance with any closeout or completion procedures specified in the applicable Work Order, Notice to Proceed, or this Agreement.

3. COMPENSATION AND PAYMENT

3.1 Compensation. Contractor shall be compensated only for Services actually performed in accordance with the Rate Schedule attached as Exhibit B.

3.2 Invoices and Payment. Contractor shall submit monthly invoices including the following information: (1) Contractor's name and address; (2) Purchase Order Number; (3) Contract Number; (4) Date of Invoice; (5) Invoice Number; (6) Description, type, and quantity of Services performed; (7) Period of performance covered by the invoice; and (8) Total amount due.

Payment terms are Net 30 days from the date of invoice for all undisputed amounts.

3.3 Disputed Invoices. Public Entity shall notify Contractor within ten (10) business days if any portion of an invoice is disputed and undisputed amounts shall remain due and payable as required.

4. PUBLIC ENTITY'S RESPONSIBILITIES

4.1 Provision of Data and Resources. Public Entity shall make available to Contractor any maps, plans, existing studies, reports, staff, representatives, or other data pertinent to the Services and in Public Entity's possession and shall provide any criteria reasonably requested by Contractor to assist in the performance of the Services.

4.2. Access to Public Information. Upon Contractor's request, Public Entity shall reasonably cooperate in arranging access to public information necessary for Contractor to perform the Services.

5. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

5.1. Standard of Care and Warranty Period. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily exercised by contractors providing similar services under similar circumstances. If, during the term of this Agreement or within one (1) year following completion, any Deliverables or Services are determined to be materially deficient, Contractor shall, upon written notice from Public Entity, promptly re-perform or correct such Services at no additional cost to Public Entity. Contractor shall have a reasonable opportunity to review and confirm any claimed deficiency before undertaking re-performance.

5.2. Licenses and Permits. Contractor warrants that it shall, at its own expense, maintain in good standing all licenses, certifications, and permits required by applicable federal, state, and local laws necessary to perform the Services as an independent contractor.

5.3. Knowledge and Authority. Contractor represents that it possesses the knowledge, expertise, and experience necessary to perform the Services in a professional and workmanlike manner. Contractor further represents that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, and that this Agreement has been duly authorized and executed by an authorized representative with full authority to bind Contractor.

6. INSURANCE

6.1. Required Coverages. Contractor shall secure and maintain, at its own expense and at all times during the term of this Agreement, insurance coverages in at least the types and amounts specified below. All insurance shall be underwritten by insurers rated A-X or better by A.M. Best and authorized to do business in the state where the Services are performed.

6.1.1 Commercial General Liability. Contractor shall maintain Commercial General Liability coverage with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. This coverage shall include Completed Operations and Product Liability and shall not exclude property in the care, custody, or control of Contractor. The General Aggregate and Products/Completed Operations Aggregate limits shall each be not less than \$2,000,000.

6.1.2 Workers' Compensation and Employer's Liability. Contractor shall maintain Workers' Compensation insurance covering all employees as required by applicable federal and state law. Employer's Liability limits shall be no less than \$1,000,000 per accident. No employee, subcontractor, or agent shall perform Services unless covered by Workers' Compensation.

6.1.3 Business Automobile Liability. Contractor shall maintain Business Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence, covering Owned, Hired, and Non-Owned Vehicles.

6.2 Certificate of Insurance. Certificates of Insurance shall be provided to Public Entity reflecting Public Entity as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and the final execution of this Agreement by Public Entity and prior to commencing Services. Each certificate shall include no less than (30) thirty day advance written notice to Public Entity prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by Public Entity. The Certificates of Insurance shall not only name the types of policy(ies) provided but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. Public Entity reserves the right to inspect and return a certified copy of such policies, upon written request by Public Entity. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to Public Entity before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of Public Entity.

6.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, Public Entity is to be specifically included as an Additional Insured for the liability of Public Entity resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to Public Entity as an Additional Insured, shall apply on a primary basis and any other insurance maintained by Public Entity shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.4 Deductibles. All deductible or self-insured retentions must be declared to and be reasonably approved by Public Entity. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim

7. INDEMNIFICATION

7.1 Indemnity. Contractor shall indemnify and hold harmless Public Entity, its officers, employees, and agents, from claims or losses arising from Contractor's negligent performance or failure to perform, to the extent caused by Contractor. Nothing herein shall be construed as a waiver of Public Entity's sovereign immunity or statutory immunity.

8. TERMINATION

8.1. Termination for Convenience. Public Entity may terminate this Agreement for any reason upon ten (10) calendar days' prior written notice to Contractor. In such case, Contractor shall be compensated for all Services properly performed and accepted as of the effective date of termination.

8.2 Termination for Cause (by Client). Public Entity may immediately terminate this Agreement by written notice if Contractor materially breaches the Agreement and fails to cure such breach within **seven (7)** calendar days of written notice specifying the breach.

8.3 Termination for Cause (by Contractor). Contractor may terminate this Agreement if Public Entity fails to pay undisputed amounts owed under this Agreement within thirty (30) days after written notice of nonpayment.

8.4 Obligations Upon Termination. Upon termination of this Agreement for any reason, Contractor shall:

- .1 Cease performance of further Services (unless otherwise instructed);
- .2 Submit a final invoice for Services performed through the termination date; and
- .3 Transfer all records, reports, and documentation relating to completed Services to Public Entity in electronic or hard copy format within fourteen (14) calendar days, provided Public Entity has paid all undisputed amounts due.

8.5 No Waiver. Termination of this Agreement shall not affect either Party's rights or remedies that accrued prior to the date of termination.

9 GOVERNING LAW AND VENUE

9.1. Applicable State Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.

9.2 Venue. Venue for any action or proceeding arising out of or relating to this Agreement shall lie in a state or federal court of competent jurisdiction located in the county where the Services are primarily performed, unless otherwise agreed in writing by the Parties.

10 DISPUTE RESOLUTION

10.1 Attorneys' Fees In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 JURY TRIAL WAIVER. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

11 MISCELLANEOUS

11.1 Conflict of Interest. Contractor shall use commercially reasonable efforts to avoid conflicts of interest in the performance of this Agreement and shall promptly disclose to Public Entity any known organizational conflicts that may impair its objectivity or ability to perform Services impartially.

11.2 Ownership of Deliverables. All final reports, documents, and tangible deliverables prepared by Contractor specifically for Public Entity under this Agreement ("Work Product") shall become the property of Public Entity upon full payment for the Services giving rise to such Work Product. Contractor retains all rights to its pre-existing intellectual property, proprietary methods, know-how, templates, and tools used to produce the Work Product.

11.3 Recordkeeping and Audit Rights. Contractor shall maintain reasonable records related to its performance under this Agreement for a period of three (3) years after termination. Public Entity shall have the right, upon reasonable advance written notice, to examine and audit such records during this period during normal business hours, solely for purposes of verifying compliance with this Agreement.

11.4 Confidential or Exempt Records. Contractor shall not disclose any records designated by Public Entity as exempt or confidential under applicable law except as required by law or with Public Entity's prior written consent.

11.5 Return of Records. Upon expiration or termination of this Agreement, Contractor shall deliver to Public Entity any final deliverables or records specifically prepared for Public Entity under this Agreement that are not already in Public Entity's possession. Contractor may retain copies for its internal business and legal purposes.

11.6 Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

11.7 Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Rate Schedule
- Exhibit C - FEMA Rider

CITY OF COLUMBIA, TN

By: _____

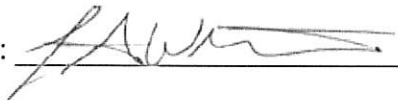
Name: _____

Title: _____

Attested By:

Thad H. Jablonski, City Recorder

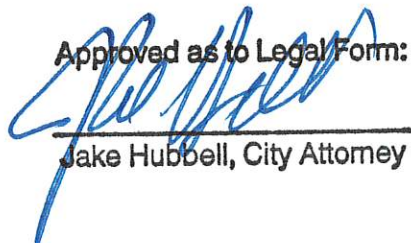
ALLSOURCE ENTERPRISES LLC DBA SAFE INDUSTRIES

By: 

Name: Al Willimon

Title: President/CEO

Approved as to Legal Form:



Jake Hubbell, City Attorney

EXHIBIT A - SCOPE OF SERVICES

1. Pre-Event Planning and Readiness

The Municipality agrees to engage Safe Industries to provide pre-event planning, coordination, and technical assistance to support emergency preparedness and seamless integration during future activation. The following services will be provided:

1.1. Planning and Coordination

Safe Industries will schedule a meeting with the Municipality within 30 days of contract start date to initiate deliberate joint planning of logistical, operational, and administrative components of response and recovery.

Safe Industries will conduct ongoing plan reviews with the Municipality at least annually or as requested, incorporating updated plans, processes, procedures, points of contact, Lessons Learned, guidance and policy updates, and hazard-specific considerations.

1.2. Technical Review and Site Assessment

The Municipality and Safe Industries will collaborate on review and development of site-specific plans for Points of Distribution (PODs), base camps, staging areas, community reception centers, donation centers, and other known needs of the Municipality.

Safe Industries will work with the Municipality to identify and document support needs for critical public facilities, wildland and urban firefighting, emergency communications, and other specialized infrastructure requiring pre-planned support, along with specific systems or programs that the Municipality requests Safe Industries to use. As part of this effort, Safe Industries will address the identified needs and plan for the use of applicable systems.

1.3. Training and Exercises

Safe Industries will participate in training, exercises, workshops and planning events upon the Municipality's request to support integration with the Municipality and their stakeholder teams, and to receive and provide technical insight to enhance preparedness.

1.4. Support During Incident Projection or Occurrence

Safe Industries and the Municipality will engage each other to prepare for projected incidents, events, and training and exercises to coordinate needs in alignment with pre-established planning documents.

Safe Industries will maintain readiness to mobilize support and resources with both advance notice and immediately for spontaneous incidents.

1.5. Subcontractor and Resource Integration

Safe Industries will maintain a vetted and scalable subcontractor network for surge capacity during response. Safe Industries will coordinate with the Municipality to incorporate recommended subcontractors and local vendors into their plans to the extent possible, in alignment with the Municipality's operational priorities.

1.6. Documentation and Compliance

Safe Industries will align planning and coordination activities with applicable federal, state, and local documentation and reimbursement requirements provided by the Municipality, including FEMA guidance to the greatest extent possible.

2. Activation and Response Support

In the event of an emergency or upon authorization by the Municipality, Safe Industries is prepared to provide rapid-response logistics, personnel, equipment, and technical assistance in accordance with the pre-developed plans and anticipated needs. Services include, but are not limited to the following:

2.1. Pre-position Contracting

Integrate into the Municipality's operations to identify, pre-position and oversee additional Safe Industries, its subcontractors and other assets and resources in advance of emergency operations to provide for timely deployment of fully stocked resources and trained teams.

2.2. Logistical Support

Deploy turnkey site support and 24/7 logistical coordination and support via EOC, Command Post or other integration. Assist in identification and procurement of operational needs, and provide oversight of the delivery, deployment, and maintenance of Safe Industries resources, subcontractor assets, and the Municipality owned resources as authorized. Deploy pre-packed supply trailers to include firefighting, hazmat, rescue and industrial safety supplies and equipment.

2.3. Emergency Workforce Housing and Sustenance and Community Shelter Support

Deploy fully equipped scalable base camps for first responders and support personnel. Provide community sheltering and comfort station needs with ADA compliant facilities. Service includes catering, showers, bathrooms, laundry, water/wastewater management, and climate control. Offer the option to provide select components - such as mobile catering, tents/trailers, HVAC service, power, water, and other essential infrastructure - as standalone elements.

2.4. Site Preparation

Manage debris clearance and transportation, grading and leveling, fencing and lighting, site layout and utilities to provide safe, accessible, and ready for temporary operations.

2.5. Portable Modular Facilities

Install, sanitize, maintain and manage modular facilities including bunk rooms, showers, restrooms, command centers, and first aid units. Units can be deployed together to form a full-service basecamp supporting sustained operations, or to supplement specific operations. Provide support items such as optional laundry service, and command display equipment to enhance situational awareness and briefings in the field.

2.6. Tents and Shelters

Deploy, setup, and maintain tents with climate-control and lighting configurable for command, shelter, dining, or triage.

2.7. Generator Support

Deploy, setup, and maintain authorized pre-planned generator packages to support critical public facilities, along with additionally authorized generators, appropriate cables, and 72-hour fuel for spontaneous needs of the Municipality and their partners, as authorized by the Municipality.

2.8. Portable Lighting

Provide and manage lighting solutions ranging from handheld options to trailer-mounted and battery-powered units to enable 24-hour operations.

2.9. Portable Toilets

Deploy, clean, service, and manage portable toilet units and/or restroom trailers, with ADA options when needed, and handwash stations to support long-term operations.

2.10. Portable Potable Water Storage

Deliver water tanks and hydration trailers and support sanitation protocols and refilling schedules to supply clean drinking water.

2.11. Emergency Pumps and Piping

Mobilize and employ dewatering systems with additional equipment, operators and piping to control and maintain infrastructure for flood mitigation and response.

2.12. Logistics, Transportation and Storage

Provide refrigeration trailers for food storage and medical needs, box trucks, trailers, and forklifts; CDL or other qualified drivers to deliver essential supplies and equipment to, from, and inside incident sites, PODs, logistical staging areas, warehouses, or other strategic locations. Establish storage in tents, local warehouse rental space, or Conex storage units for gear, supplies and sensitive materials.

2.13. Emergency Communications

Deploy and maintain portable satellite phones and internet systems for voice and data communications to allow EOCs, critical public facilities, and field operations to stay connected when infrastructure is down.

2.14. Community Points of Distribution (PODs) Support

Support POD operations with all required logistical equipment (material handling equipment, power, restrooms), manpower, supplies (traffic management, signage), security, trash collection and removal, and public relations. Establish and manage scalable public distribution of food, water, ice, tarps, and other key supplies while providing key indicators to aid the Municipality's decision-making. When the Municipality's resources are used, apply a credit or adjustment process based on customer-provided resources to provide itemized, transparent and accurate billing.

2.15. Donations Management

Establish and oversee the intake, sorting, and distribution of donated goods to ensure the right resources reach the right people in need efficiently, while providing key indicators to aid in the Municipality's messaging and decision-making.

2.16. Emergency Materials and Supplies

Safe Industries maintains stocked resources, pre-established partnerships and standby teams at no cost to the Municipality unless activated or authorized under this agreement. These resources are prepared to deploy, setup and maintain operations to support orderly distribution, tracking and restocking of bottled water ice, tarps, and meals ready to eat for the public, responders, and critical infrastructure facilities.

2.17. Consumables

Supply essential items such as linens, blankets, sleeping bags, pillows, towels and washcloths, hygiene supplies and infant care items to shelters, PODs, and other key locations.

2.18. Emergency Services

2.18.1. Cut and Toss/Push and Clear Teams, Equipment and Service

Deploy teams and necessary equipment to clear roadways, restore access, and push debris further off the road after initial cut and toss. Supply saw kits, PPE, and equipment service to the Municipality's and their partners' teams performing this work.

2.18.2. Hazardous Materials, Structural Collapse and Swiftwater Rescue Equipment

Furnish a comprehensive range of specialized equipment to support hazardous materials (HazMat), structural collapse, and Swiftwater response operations. This includes, but is not limited to, equipment such as HazMat suits, air monitors, spill kits, and decontamination showers for HazMat teams and industrial incidents; shoring, cribbing, struts, air lifting bags, lighting, and

thermal imaging tools for structural collapse rescue; and boats, ropes, helmets, personal flotation devices, and rescue throw bags for flood and water rescue missions led by Swiftwater-trained teams.

2.18.3. Flood Mitigation

Deploy, install and monitor systems for rapid flood mitigation and perimeter protection including barriers, pumps, connectors and anchoring components to contain rising water and safeguard critical infrastructure.

2.19. Wildland and Urban Firefighting Equipment, Materials, and Personal Protective Equipment (PPE)

Deploy equipment, PPE, hose lines, tools, and support gear that meets NFPA and wildland certification standards for both wildfire and structure fire operations.

2.20. Fuel Supply and Management

Provide mobile fueling units and on-site fuel delivery of diesel, gasoline and Diesel Exhaust Fluid (DEF) through trusted partners to provide continuous operation for vehicles, generators, and equipment.

2.21. Vehicle and Equipment Service Center

Establish and operate a full-service maintenance trailer and/or mobile service for on-site or mobile repair of vehicles, fire apparatus, heavy equipment, and chainsaws with Master Level EVT and ASE certified technicians.

2.22. Decontamination Clean-Up of Equipment and Sites

Provide equipment and crews to clean and decontaminate Safe Industries, its subcontractors, the Municipality's and its partners' tools, gear and vehicles utilizing protocols that meet NFPA, OSHA, and CDC standards.

2.23. Water/Moisture/Mold Remediation and Tear-Out for Public Facilities

Coordinate with partner organizations to address water damage, mold cleanup, and tear-outs for affected buildings to provide public facilities that are safe and ready for use or restoration.

EXHIBIT B - RATE SCHEDULE

1. All Safe Industries rates are turnkey and include delivery, setup, and demobilization unless otherwise noted. Safe Industries will provide all permits, labor, materials, supervision, coordination and related incidentals necessary to provide disaster logistics support to the Client.
2. Safe Industries will provide subcontractor support at actual cost with a fixed 10% administrative fee. Supplies and consumable goods not otherwise priced in this agreement will be billed at actual cost with a 20% handling fee. These fixed fees are intended to cover procurement, inventory management, and administrative overhead and will be supported by source documentation, such as supplier receipts or invoices, upon request.
3. A mileage rate of \$5.50 per mile will be applied for the transportation of trailered or towable equipment to, from and around incident sites. This charge is separate from any listed mobilization or demobilization rates, which cover personnel and operational setup, tear down, and restoration activities.
4. Safe Industries maintains all required insurance coverages, including general liability, automobile liability and workers' compensation coverage.

EXHIBIT C - FEDERAL COMPLIANCE RIDER

This FEMA Compliance Rider ("Rider") is incorporated into the Emergency Response Services Agreement (the "Agreement") between [City of Columbia, TN] (the "Client") and **AllSource Enterprises, LLC d/b/a Safe Industries** ("Contractor") for services rendered under a federally funded or federally declared emergency, major disaster, or FEMA-eligible event.

This Rider is intended to ensure compliance with applicable provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121–5207), the Federal Grant Regulations at 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and other federal requirements applicable to contractors performing work funded in whole or in part with federal emergency assistance funds.

1. Contract Remedies (2 C.F.R. Part 200, Appendix II(A)). In the event of default by the Contractor, the Client reserves all rights and remedies available at law or in equity. Such remedies include, but are not limited to, the right to terminate this Agreement in whole or in part, to procure substitute goods or services, and to recover from the Contractor any additional costs reasonably incurred as a result of the Contractor's failure to perform.

The exercise of any remedy by the Client shall not be deemed exclusive, and the Client's failure to enforce any remedy shall not constitute a waiver of the right to enforce that or any other remedy thereafter. The Contractor shall not be liable for delays or nonperformance to the extent caused by events beyond its reasonable control, provided that the Contractor promptly notifies the Client of such events and makes reasonable efforts to resume performance.

2. Equal Employment Opportunity (2 C.F.R. Part 200, Appendix II(C); 41 C.F.R. § 60-1.4; E.O. 11246). Contractor agrees to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by regulations at 41 C.F.R. Part 60. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to these characteristics. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, and selection for training.

In the event of default by the Contractor, the Owner reserves all rights and remedies available at law or in equity. Such remedies include, but are not limited to, the right to terminate this Agreement in whole or in part, to procure substitute goods or services, and to recover from the Contractor any additional costs reasonably incurred as a result of the Contractor's failure to perform.

The exercise of any remedy by the Owner shall not be deemed exclusive, and the Owner's failure to enforce any remedy shall not constitute a waiver of the right to enforce that or any other remedy thereafter. The Contractor shall not be liable for delays or nonperformance to the extent caused by events beyond its reasonable control, provided that the Contractor promptly notifies the Owner of such events and makes reasonable efforts to resume performance.

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance

with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding subsection 29.1 and the provisions of subsections 29.1.1 through 29.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Davis-Bacon Act (40 U.S.C. §§ 3141–3148; 2 C.F.R. Part 200, Appendix II(D)). If applicable, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination issued by the U.S. Department of Labor. Contractor shall also submit certified payroll records to the Client on a weekly basis

and post the wage determination at the job site in a prominent location. As applicable, during the performance of this Agreement, the Contractor agrees as follows:

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, Contractors are required to pay wages not less than once a week.

4. Copeland Anti-Kickback Act (40 U.S.C. § 3145; 29 C.F.R. Part 3). In accordance with the Copeland "Anti-Kickback" Act, Contractor shall not induce, by any means, any person employed in the construction, prosecution, completion, or repair of public work to give up any part of their rightful compensation. Contractor shall comply with all reporting requirements and maintain proper payroll and accounting records subject to audit. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

5. Contract Work Hours and Safety Standards Act. (40 U.S.C. §§ 3701–3708; 2 C.F.R. Part 200, Appendix II(E)). For contracts exceeding \$100,000 involving mechanics or laborers, Contractor shall compute wages on a standard 40-hour workweek basis. For all hours worked in excess of 40 hours in a workweek, the worker shall be compensated at a rate not less than one and one-half times the basic rate of pay. Violations may result in liquidated damages of \$10 per day per affected employee. As applicable, during the performance of this Agreement, the Contractor agrees as follows:

Overtime requirements. The Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of underpayment. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages

shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation.

Withholding for unpaid wages and liquidated damages. The client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as agreed to in writing by the parties.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

6. Rights to Inventions Made under this Agreement. As applicable, if the Contractor is engaged for the performance of experimental, developmental, or research, the Contractor's work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

7. Clean Air Act and Federal Water Pollution Control Act (Clean Air Act: 42 U.S.C. § 7401 et seq.; FWPCA: 33 U.S.C. § 1251 et seq.; 2 C.F.R. Part 200, Appendix II(G)). For contracts exceeding \$150,000, Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to FEMA and the appropriate regional office of the Environmental Protection Agency (EPA).

8. Suspension and Debarment (2 C.F.R. Part 180; 2 C.F.R. § 200.214). Contractor certifies, by entering into this Agreement, that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts by any federal agency. Contractor shall not enter into any subcontract with a party listed on the federal System for Award Management (SAM.gov) exclusions list. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required, and will, verify that neither Contractor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters. Contractor's certification is a material representation of fact relied upon by the Client. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Client, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352; 2 C.F.R. Part 200, Appendix II(J)). Contractor certifies that it has not and will not use federally appropriated funds to influence or attempt to influence any officer or employee of Congress or any agency in connection with the awarding of any federal contract. For contracts exceeding \$100,000, Contractor must complete and submit the required **Certification Regarding Lobbying (FEMA Form 20-16)** and, if applicable, a disclosure form for any lobbying activity. Contractor will also ensure that each tier of subcontractor(sg) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Client.

10. Procurement of Recovered Materials (2 C.F.R. § 200.323; 40 C.F.R. Part 247). Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In the performance of this contract, Contractor shall use EPA-designated items containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services (John S. McCain NDAA § 889(b)(1) and 2 C.F. R. § 200.216)

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) Prohibitions.

- 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE)

code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Access to Records. (2 C.F.R. §§ 200.334, 200.337) Contractor shall maintain books, documents, papers, and records pertinent to this Agreement for at least three (3) years from final payment or longer if required by FEMA or applicable state law. Such records shall be available for inspection by the Client, FEMA, the Comptroller General of the United States, and the U.S. Department of Homeland Security Office of Inspector General.

13. Program Fraud and False or Fraudulent Statements or Related Acts. (31 U.S.C. §§ 3801–3812; 18 U.S.C. § 1001). Contractor acknowledges that it is subject to the civil and criminal penalties of the Program Fraud Civil Remedies Act and the False Statements Act. Any false statements, records, or claims may result in liability, fines, or criminal prosecution.

14. Domestic Preferences for Procurements (2 C.F.R. § 200.322) As applicable, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States to the greatest extent practicable, including but not limited to iron, aluminum, steel, cement, and other manufactured products.

15. Changes and Modifications. No change, alteration, or modification to the scope of services, pricing, or performance period shall be valid unless authorized in writing through a Change Order approved by Client. Contractor acknowledges that FEMA will not reimburse for work performed beyond the approved scope or without adequate documentation.

16. No Federal Government Obligation. The Parties agree that the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to Client, Contractor, or any other party for any matter arising under or related to this Agreement.

17. License and Delivery of Works Subject to Copyright (2 C.F. R. § 200.315). The Contractor grants to the Client, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written

reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.

18. Build America, Buy America (BABA) Compliance. To the extent applicable, Contractor agrees to comply with the Build America, Buy America Act and guidance issued by the Office of Management and Budget and relevant federal awarding agencies. Contractor shall ensure, to the maximum extent practicable, that all iron, steel, manufactured products, and construction materials used in performance of infrastructure-related work under this Agreement are produced in the United States, unless a waiver has been granted by the relevant agency. Contractor shall flow down this requirement to all subcontractors and suppliers as required.

19. Use of DHS/FEMA Seals, Logos, and Flags. Contractor shall not use the U.S. Department of Homeland Security (DHS) or FEMA seals, logos, flags, or other official insignia without prior written approval from FEMA or the appropriate federal authority.

20. Socioeconomic Contracting and Local Participation. Contractor is encouraged to take reasonable steps to provide contracting and employment opportunities to small businesses, minority-owned businesses, women-owned businesses, local labor forces, and other disadvantaged business enterprises (DBEs) to the extent practicable. Contractor agrees to comply with any applicable federal, state, or local outreach and inclusion goals required under the Work Order or funding program.

21. Good, Safe Jobs to Workers. Contractor is encouraged to maintain a safe and healthy working environment and to take reasonable steps to ensure that employees and subcontractors are provided with wages, benefits, and working conditions consistent with applicable labor standards, including OSHA and any higher local or state safety requirements. This clause shall not be construed to create any employment rights or entitlements beyond those required by law.

22. Buy Clean Standards. To the extent applicable to a federally funded program such as Public Assistance (PA), Building Resilient Infrastructure and Communities (BRIC), Pre-Disaster Mitigation (PDM), or the Hazard Mitigation Grant Program (HMGP), Contractor shall make reasonable efforts to procure construction materials (e.g., steel, concrete, glass) that are lower in embodied carbon and meet "Buy Clean" standards issued by FEMA or the applicable federal agency. Contractor shall cooperate with any documentation or emissions disclosure requirements imposed under such programs.

23. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training. Applicability. This clause is applicable when the Contractor has access to sensitive information or the Contractor's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

Definitions. As used in this clause— “Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source— that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor's employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

24. Compliance with Federal Laws and Executive Orders. Contractor shall comply with all applicable federal laws, regulations, and executive orders, including those referenced in 2 C.F.R. Part 200, FEMA policy guidance, and any subsequent law or regulation incorporated by reference in a federal funding agreement under which Services are performed.

25. Flow-Down Requirements. Contractor shall ensure that all lower-tier subcontractors comply with the applicable provisions of this Rider. Contractor shall include the substance of this Rider in all subcontracts issued under this Agreement.

City of Columbia, TN

By: _____

Name: _____

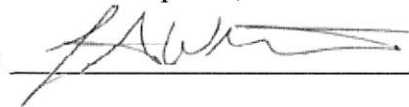
Title: _____

Attested By:

Thad H. Jablonski, City Recorder

CONTRACTOR

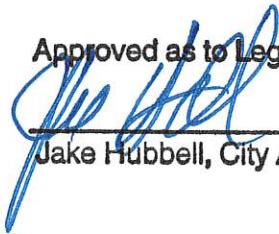
AllSource Enterprises, LLC d/b/a Safe Industries

By:  _____

Name: Al Willimon

Title: President/CEO

Approved as to Legal Form:



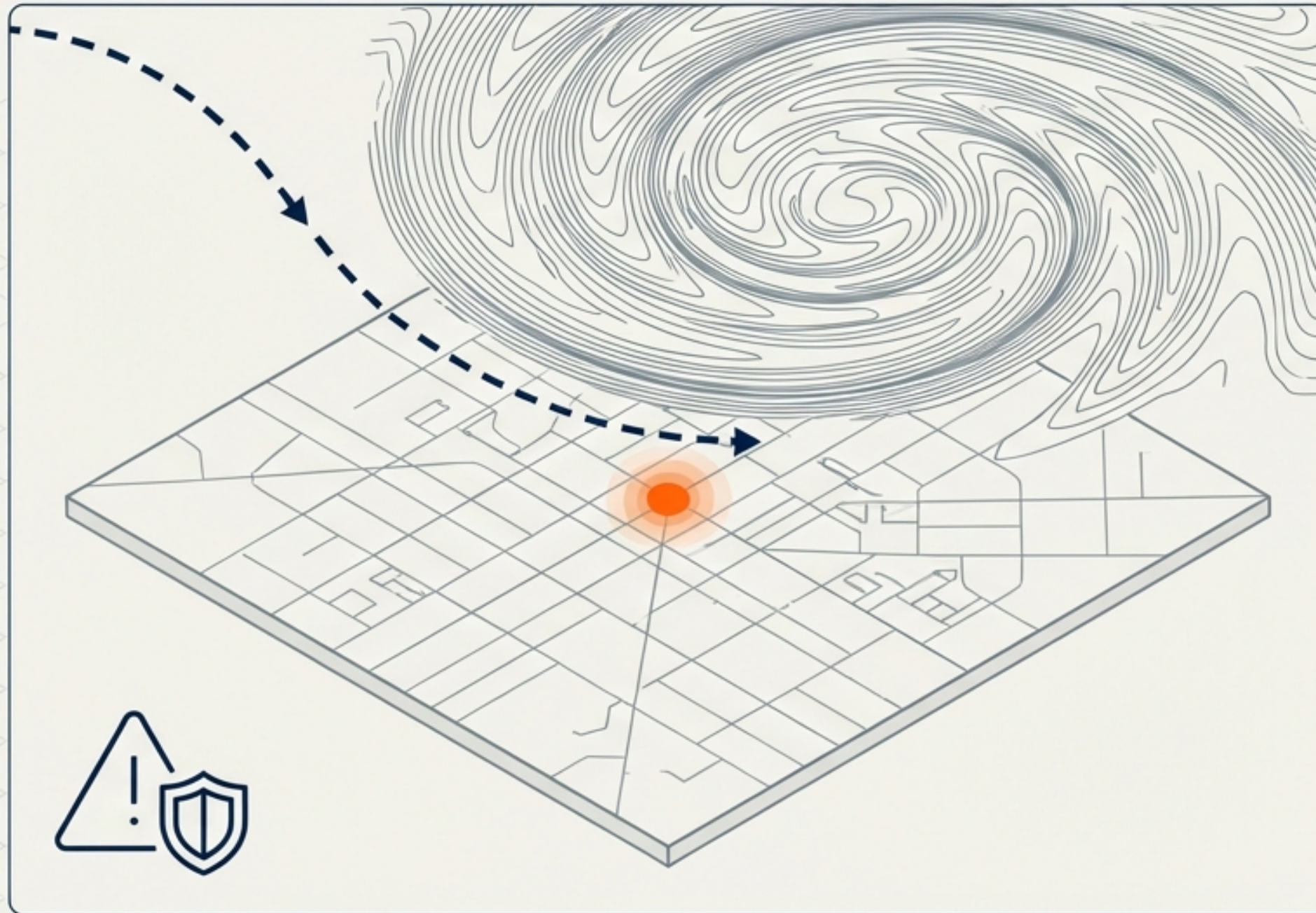
Jake Hubbell, City Attorney

City-Wide Strategic Readiness Plan

Leveraging Turnkey Logistics
for Disaster Resilience



A narrow miss during the recent ice storm exposes critical municipal vulnerabilities



The Threat: Severe icing trajectory narrowly missed direct municipal impact.

The Reality: Existing city resources, public works, and wastewater pump stations would have been completely overwhelmed.

The Mandate: We must scale disaster response capabilities without scaling permanent fiscal liabilities.

Shifting to a Hybrid Readiness Model balances capability with fiscal responsibility

Shifting the burden of maintenance, liability, and testing off the city.

The Old Way

Own & Maintain

- Purchase permanent generators ONLY for absolute must-have critical facilities.
- Avoids massive city-wide maintenance and depreciating capital costs.



The New Strategy

Contract & Deploy

- Supplement all other needs with Pre-Staged, Contracted Disaster Resources.
- On-demand, turnkey logistics partner handles supply, staging, and continuous maintenance.

Fire & Rescue / OEM: Immediate operational scaling and mutual aid support



Apparatus on Demand

Instant access to supplemental fire trucks and highly specialized emergency response equipment.



Responder Life Support

Turnkey base camps, temporary housing, and food provision for incoming mutual aid crews.



Resource Preservation

Frees the EOC to manage the disaster, eliminating the logistical burden of sheltering and feeding mutual aid.

Police & Communications: Unbroken security and dispatch continuity

Critical Infrastructure Power

Pre-plumbed, rapidly deployable generators for precincts and essential radio tower sites.



Comms Redundancy

Immediate, on-demand deployment of backup communication networks if primary systems fail.

Operational Stability

Guaranteed, uninterrupted 911 dispatch and patrol operations during prolonged grid outages.

Public Works & Fleet: Heavy operations and continuous route clearance



Step 1: Turnkey Debris Management

Dedicated saw crews and haulers to clear thoroughfares—freeing up internal street teams.

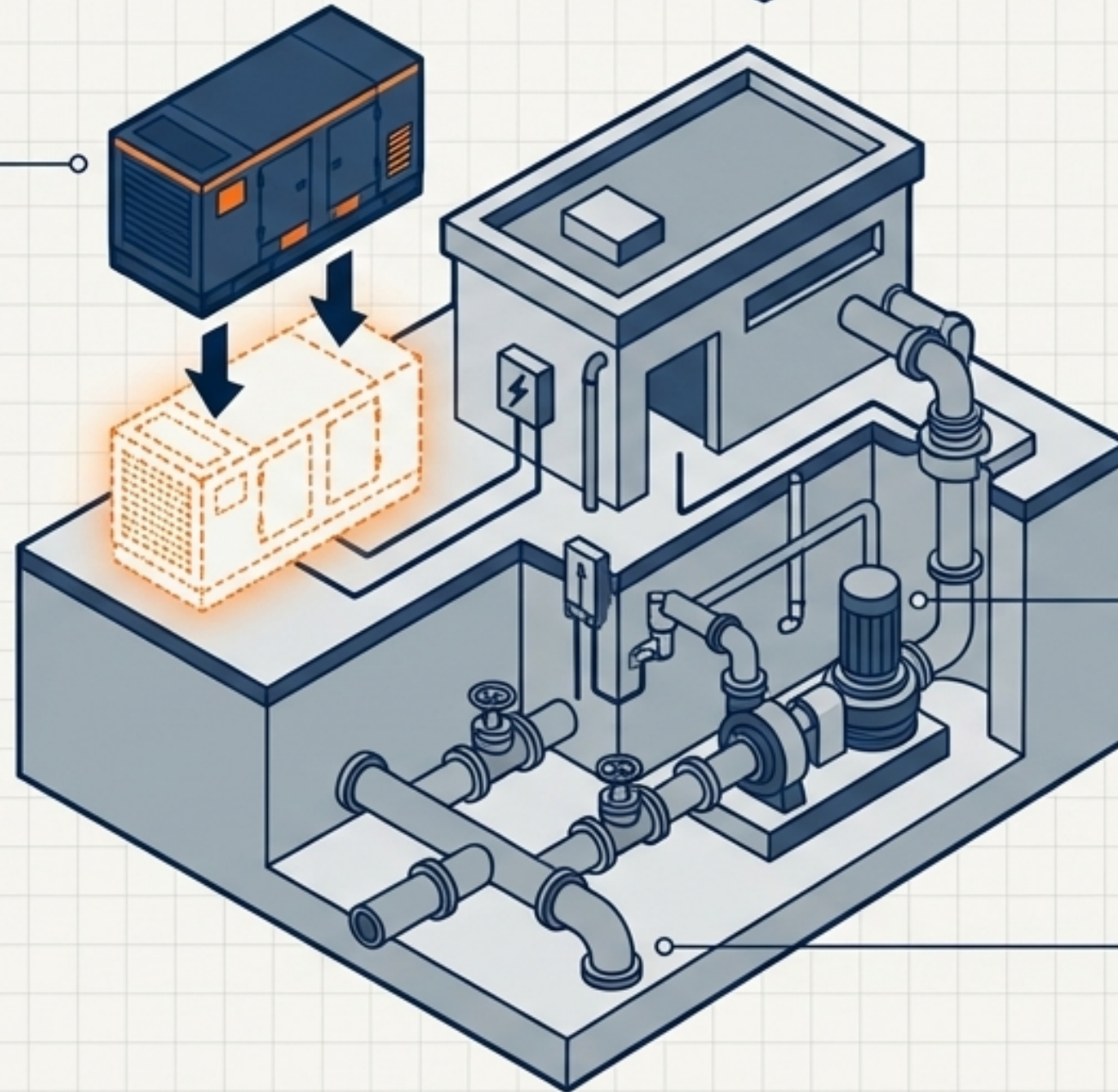
Step 2: Heavy Equipment Supply

Immediate, on-demand augmentation of snow plows, salt trucks, and earth-moving gear.

Step 3: Continuous Fleet Maintenance

On-site specialized mechanics provided 24/7 to keep city heavy machinery running during extended events.

Wastewater Management: Plug-and-play infrastructure protection



- **Pre-Plumbed Readiness:** Facilities pre-wired to accept staged power the moment the grid drops.

- **Pump Station Resilience:** Rapidly deployable backup power keeps vital lift stations online.

- **Failure Prevention:** Completely eliminates the risk of catastrophic system backups and environmental hazards.

Parks & Recreation: Pivoting from community assets to mass care hubs



City Hall, IT & Finance: Continuity of government and guaranteed fiscal efficiency



IT Resilience

Guaranteed backup power for servers, data centers, and admin hubs to keep the municipal network online.



Cost Avoidance

Bypasses massive capital expenditures and the recurring annual maintenance/testing costs of a city-owned generator fleet.



FEMA Aligned

All turnkey billing correlates directly with established FEMA rates, utilizing vendor assistance to streamline financial reimbursement.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH GALLS, LLC FOR POLICE UNIFORMS AND DUTY EQUIPMENT

RECOMMENDATION: Approve

INFORMATION: The City furnishes a standard uniform set and various pieces of duty equipment to all sworn officers. The City solicited bids from companies to supply all necessary items and provide the service required to properly fit all officers. We received two bids and Galls, LLC being the lowest bidder. As a result of that bid process, it is recommended that the award be made to Galls, LLC.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered in Patrol -Clothing.

ATTACHMENTS: Staff Report, Contract & Bid Sheet

CITY OF COLUMBIA TENNESSEE

CONTRACT FORM

This CONTRACT, executed this 9th day of July 2026, by and between the CITY OF COLUMBIA, hereinafter called "City" party of the first part, and Galls, LLC hereinafter called "Contractor", party of the second part.

RECITALS

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

CONTRACT SUPERVISOR

As used herein the contract supervisor shall mean Purchasing Agent for the City of Columbia, at (931) 560-1580, or the designee.

SECTION I

DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor has agreed to provide pursuant to the Specifications and Requirements as found in the Invitation to Bid – Police Uniforms, solicitation # 421-0513-32 and made a part of this Contract, police uniforms and related items.

SECTION II

TIME OF PERFORMANCE

Contract period shall commence July 9, 2026, for a period of one-year and terminate July 31, 2027, unless renewed by the purchasing agent for the City of Columbia under the terms and conditions as further described in Section X of this contract.

SECTION III

COMPENSATION

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

Payments shall be made within thirty (30) days of receipt of Contractor's invoice, unless contractor has chosen to take advantage of the Purchasing Card Program which guarantees payment within seven days. Payments shall be made provided the submitted invoice is correct and accurate in all respects.

SECTION IV

CONFORMANCE WITH BID

It is understood that all items, materials and/or workmanship required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid, solicitation 421-0513-32, and on file in the Office of Purchasing Agent for the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION V

INSURANCE

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

The Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Tennessee Statutes limits

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$100,000 each occurrence for all owned, non-owned and hired automobiles.

The Contractor shall maintain Commercial General Liability for public liability including product liability and shall have minimum limits of \$500,000 per claim

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

**SECTION VI
WORK CHANGES**

In the event that any item bid becomes unavailable to the Contractor, the City may allow the Contractor to substitute an item that in the opinion of the Columbia Tennessee Chief of Police is equal to or better than the item originally bid without invalidating the Contract. Any item substituted shall be furnished at a unit price equal to or lower than the price of the original item as may have been adjusted. All changes will be authorized by a written change order signed by the Purchasing Agent or the designee as representing the City.

**SECTION VII
COMPLIANCE WITH LAWS**

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

**SECTION VIII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work has been performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor may make periodic inspection and inquiries regarding quality and performance. If such inspection indicates non- performed in accordance with terms and conditions of the contract documents, the Contractor shall be informed of the findings. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies within 30 days at no additional charge to the City.

**SECTION IX
ADDITIONAL REQUIREMENTS**

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

**SECTION X
Price Adjustments**

The original bid for each item shall be held fixed for a period of one year from the date of the award. Thereafter unit prices may be adjusted by a percentage not to exceed the change in the Consumer Price Index for All Urban Consumers for US All items from the date of the award until the date of the change.

Under rare and unusual circumstances, the City may allow for an increase in excess of the CPI provided the change is the result of changes in cost to the Contractor as evidenced by a letter from the manufacturer. It is further agreed that any changes greater than that allowed by the CPI will be due to radical and unforeseen market conditions.

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

**SECTION XI
ASSIGNMENT**

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

**SECTION XII
TERMINATION**

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

SECTION XIII

LAW AND VENUE

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

**SECTION XIV
APPROPRIATION APPROVAL**

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

**SECTION XV
RENEWAL OPTION**

The contract may be renewed on the anniversary date of the award at the option of the Purchasing Agent for the City; however, renewals thereof shall not extend beyond July 31, 2029.

All renewals shall be made in writing by the Purchasing Agent for the City and delivered by mail to the Contractor 30 days prior to the anniversary date of the commencement of this contract.

It is further agreed by the contractor that compensation under the contract will be adjusted annually according to the terms and conditions as Section X.

**SECTION XVI
ENTIRE AGREEMENT**

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

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

CITY OF COLUMBIA TENNESSEE

CONTRACTOR

By: _____
Chaz Molder, Mayor

By: _____

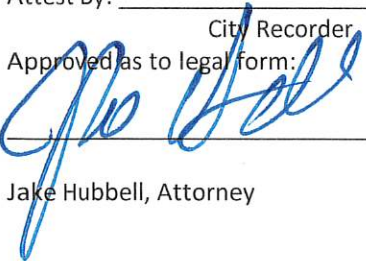
Date: _____

Date: _____

Attest By: _____

City Recorder

Approved as to legal form:



Jake Hubbell, Attorney



BID ANALYSIS
ITB – Police Uniforms
Solicitation 421-0513-32

Background

Sworn officers of the Police Department are required to wear a standard uniform set as well as other duty gear consisting of holsters, cases, badges and other similar items. While these items are furnished by the department, they are procured by the individual officers as needed and subject to a yearly allowance of \$625.00. In order to expedite the purchase and insure consistent quality and conformity, the City requests sealed bids for the various items and awards a multi-year contract to the vendor.

In addition to price, a recommendation for award is based on the vendors’ ability to supply all items needed, provide fitting services as needed, and acceptance of VISA cards for payment.

Bidders were made aware with the invitation to bid that the bid analysis would consider the following and weigh the evaluation based on the following factors.

- Costs 65% - based on total unit costs of shirts and trousers, Under Armor items, duty belts and cases. These items are most commonly purchased therefore cost consideration were limited to these in order to prevent and unbalanced overall bid.
- Ability to supply all items – 5%
- Ability to meet serving requirements – 10%
- Quality of items – 10%
- Reputation of the vendor – 10%

Bid Evaluation

Factors	Galls Uniforms	Blue Link Outfitters
Cost – Pants & Shirts	50	35
Cost – Under Armor	5	0
Cost – All Others	8	5
Ability to Supply Items	5	3
Ability to meet service requirements	10	8
Quality of Items	10	10
Reputation of Vendor	10	10
Total Points	98	71

Recommendation

Approve a one year bid award to Galls Uniforms for all identified uniform and duty equipment with two consecutive one year renewals at the option of City of Columbia Purchasing Agent.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

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

AGENDA ITEM TITLE: Approval of a Resolution Authorizing the Mayor to Execute an Agreement for Police Department Off-Duty Management Services.

RECOMMENDATION: Approve the resolution authorizing the Mayor to sign the agreement necessary to enroll the Police Department with an off-duty management company.

INFORMATION: The Police Department requests approval for the City to enter into an agreement with an off-duty management company to administer off-duty police work assignments. The service is intended to improve scheduling, documentation, billing, and administrative oversight for off-duty details handled by the Police Department. Approval of this item will authorize the Mayor to execute the agreement on behalf of the City once the final contract is approved as to form.

Use of an off-duty management company can provide a centralized process for coordinating outside requests for police services, collecting payments, documenting officer assignments, and reducing internal administrative burden. The agreement should be subject to review by the City Attorney and staff before execution.

ATTACHMENTS:



Built by officers for officers
Services Agreement

This Services Agreement ("**Agreement**") is entered into as of _____, 2026 (the "**Effective Date**") and is between OFF DUTY MANAGEMENT, Inc., a Texas corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 ("ODM") and Columbia Police Department, with offices located at 707 North Main Street, Columbia, Tennessee, 38401 ("**Agency**"). ODM and Agency are sometimes individually referred to herein as "**Party**" and collectively as the "**Parties**."

In consideration of the reciprocal promises, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties hereby agree as follows.

1. Services

- 1.1 Statement of Work and the Services. ODM shall perform, at its sole expense, the support services for the coordination, management, and provision of Agency's off duty uniformed officer ("**Officers**") outside employment services (the "**Services**") to third-party customer ("**Customers**") as described in this Agreement and the statement of work attached hereto and incorporated herein as Exhibit A ("**Statement of Work**"). ODM shall provide the requisite employees, agents, and independent contractors (collectively, "**Staff**") and resources necessary to provide Agency with the Services.
- 1.2 Invoicing and Payment. Agency acknowledges that ODM will charge Customers the officer's pay rate plus an administrative fee per assignment with a Customer (each, an "**Assignment**") as specified in the Statement of Work and any applicable sales tax if required by any state or local taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the Assignment, including any applicable administrative fee and sales tax. Customer shall pay ODM's invoice within thirty (30) days after the date that Customer receives such invoice. An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services with Customer following ODM's provision of at least two (2) days' notice to Customer. For Customers paying by credit or with a debit card, there will be an additional 3.0% bank fee assessed. ODM may change the administrative fee it charges to Customers annually on thirty (30) days' notice to Customers and Agency.
- 1.3 Permits and Licenses. ODM shall obtain and maintain, at its sole expense, all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, Agency shall provide reasonable assistance in obtaining such permits, licenses, and government approvals.
- 1.4 Business Name. ODM shall conduct business under its own name. ODM shall not use Agency's name in providing the Services.
- 1.5 ODM's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Agency shall have no authority to direct the day-to-day activities of ODM or any of ODM's Staff. Agency retains sole authority and responsibility for Officers' behavior when working off-duty for a Customer on an Assignment.

2. Term and Termination

- 2.1 Term. This Agreement commences on the Effective Date and shall continue in full force and effect until terminated in accordance with Section 2.2 (the "**Term**").
- 2.2 Termination.

Either Party may terminate this Agreement for convenience and without cause, at any time, by giving the other Party thirty (30) days advance written notice designating the date of termination. Each Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other Party.

3. Relationship

- 3.1 Agency and ODM agree that neither Party has the authority to bind or make any commitment on behalf of the other, nor are any of either Party's employees entitled to any employment rights or benefits of the other Party.

- 3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.
- 3.3 Agency is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to by the Parties.
- 3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

4. Confidential Information

- 4.1 **Definition of Confidential Information.** Any non-public information disclosed by either Agency or ODM (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") and marked as "Confidential," or any other non-public information the confidential nature of which is reasonably obvious from the content of the information and context of the disclosure (collectively, "Confidential Information") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Agency, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; and formulae, products, processes, procedures, programs, inventions, systems, and designs of the Disclosing Party.
- 4.2 **Ownership and Use.** The Receiving Party acknowledges that all Confidential Information remains the property of the Disclosing Party. The Receiving Party agrees not to use any Confidential Information for any purpose except to perform its obligations under this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party without the prior approval of the Disclosing Party. Such obligations do not apply to information that (i) is or hereafter becomes generally known to the public without any breach of this Section 4 by the Receiving Party; (ii) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure; (iii) is independently created by the Receiving Party without usage of the Disclosing Party's Confidential Information; or (iv) was known by the Receiving Party prior to its disclosure by the Disclosing Party.
- 4.3 **Compelled Disclosure.** In the event the Receiving Party becomes or may become legally compelled to disclose any Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process, the requirements of any exchange on which the securities of such Party are listed, or otherwise), the Receiving Party shall provide to the Disclosing Party prompt prior written notice of such requirement (unless legally prohibited) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.
- 4.4 **Protection.** ODM will implement and maintain commercially reasonable physical, technical, and administrative measure for Agency's Confidential Information in the possession, custody, or control of ODM in order to (i) safeguard the security and confidentiality of the Confidential Information; (ii) protect against anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Agency's Confidential Information to protect the privacy of such information. At a minimum: (a) ODM shall not transmit Agency's Confidential Information across unsecured communication channels and shall use commercially reasonable efforts to ensure that all Agency's Confidential Information, whether in transmission or storage, is secured against unauthorized access and/or distribution through encryption, authentication, and robust access, distribution, and replication controls; (b) ODM shall implement security assessment tools to monitor the system resources and security controls; (c) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; and (d) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Agency's Confidential Information.
- 4.5 **Security.** ODM will notify Agency as soon as possible in the event ODM believes or has reason to believe that either a loss of Agency's Confidential Information or a security breach relating to the same has occurred and will provide Agency any available information relating to the breach.
- 4.6 **Return.** Within five days following the earlier of (i) the request of the Disclosing Party; or (ii) the expiration or termination of this Agreement, the Receiving Party shall return to the Disclosing Party (or, at the Disclosing Party's instruction, destroy) all of the Disclosing Party's Confidential Information. If the Disclosing Party requests destruction, such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable. Notwithstanding the foregoing, the Receiving Party may retain copies of the Disclosing Party's Confidential Information if required by applicable law, regulation, or bona fide records retention policy, subject to the ongoing obligations of nondisclosure and nonuse herein in accordance with the terms hereof. In addition, the Receiving Party shall not be required to return or destroy any documents or information to the extent the same have been backed up in accordance with the Receiving Party's backup of its systems.

- 4.7 **Injunctive Relief.** The Parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Section 4 pertaining to the Disclosing Party's Confidential Information and that the Disclosing Party may suffer irreparable injury as a result. In the event of any such breach or threatened breach of this Section 4, the Receiving Party hereby consents to the Disclosing Party seeking injunctive relief without the posting of any bond or other security.

5. Trademarks and Intellectual Property

- 5.1 Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.
- 5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.
- 5.3 The performance of the Services may require Agency to make use of ODM's technology, such as, but not limited to, the OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Agency acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Agency's obligations hereunder.
- 5.4 During the Term, ODM shall have the right, but not the obligation, to publicly announce (e.g., on ODM's website and other promotional materials) that Agency is a customer of ODM and a user of the Services. This right includes the use of the agency insignia (badge/patch). Following the Term, ODM may reference Agency as a past customer.

6. Warranties; Disclaimer; Indemnification

- 6.1 ODM represents and warrants that all Services shall be performed: (i) in a professional, workmanlike, and timely manner; (ii) in accordance with generally accepted standards for the industry; (iii) in compliance with all Agency policies and procedures related to off-duty or secondary employment provided in writing to ODM ("**Agency Policies**") and all laws, rules, and regulations applicable to the Services and/or ODM in its performance and delivery of the Services ("**Applicable Laws**"). Should those Agency Policies or Applicable Laws change after the Effective Date, ODM may be entitled to an equitable adjustment to this Agreement, including an immediate increase in the administrative fee it charges to Customers.
- 6.2 Except as expressly set forth in Section 6.1, ODM hereby disclaims all other representations and warranties, whether express or implied.
- 6.3 Indemnification by ODM. Subject to Section 6.5, ODM shall defend Agency from any claims, demands, suits, or proceedings made or brought by a third party ("Claims") against Agency and indemnify and hold Agency harmless from and against actual losses, damages, civil penalties, costs, reasonable outside legal fees, and expenses finally awarded in a non-appealable judgment in connection with, or agreed via settlement of, such Claims (collectively, "Losses") to the extent such Claims arise directly out of or result directly from: (i) any material breach by ODM of Section 4 of this Agreement that results in the misappropriation, loss, or compromise of Agency Confidential Information; (ii) the gross negligence, intentional misconduct, or fraud of ODM in the performance of this Agreement; or (iii) Agency's access to, or usage of, OfficerTRAK® in accordance with this Agreement directly infringing, violating, or misappropriating a copyright, patent, trade secret, or other intellectual property right of a third party (an "IP Claim").
- 6.4 Limited Remedies. If the use of OfficerTRAK® is enjoined based on an IP Claim or ODM determines at its discretion that such use may be enjoined, ODM may, at its sole discretion and expense, (i) procure for Agency the right to continue using OfficerTRAK®; (ii) replace OfficerTRAK® with a non-infringing platform with substantially the same functionality; or (iii) modify OfficerTRAK® so that it becomes non-infringing, but has substantially the same functionality. This Section 6.4 together with the indemnity provided under Section 6.3, states Agency's sole and exclusive remedy, and ODM's sole and exclusive liability, regarding any IP Claim.
- 6.5 Limitations. ODM will not be liable for any Losses and will have no obligations under Section 6.3 to the extent the Losses or the Claim arise from (i) Agency's acts or omissions; (ii) ODM's compliance with Agency's directions, specifications, instructions, or procedures; or (iii) an IP Claim arising from (a) derivatives or other modifications of OfficerTRAK® made other than by ODM, if such Claim would not have arisen but for the derivatives or modifications; or (b) Agency's combination of OfficerTRAK® with any software or other product not provided by ODM, if such Claim would not have arisen but for the combination.
- 6.6 Indemnification Procedure. In the event of any Claim for which indemnification is available, Agency shall give prompt written notice of any such Claim to ODM. ODM shall have the right to control and direct the investigation, defense, and settlement of each such Claim. Agency shall reasonably cooperate with ODM (at ODM's sole cost and expense) in connection with the foregoing. Agency may participate in the defense of the Claim with counsel of its own choosing, at its own cost and expense, on a strictly monitoring basis. ODM shall not enter into any settlement or resolution of any Claim that would constitute an admission of guilt or liability on the part of Agency, without Agency's express prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed).

7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance coverages throughout the Term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M. Best):

General Liability	\$1,000,000 each occurrence/\$5,000,000 aggregate
Employer's Liability	\$1,000,000 each occurrence
Workers Compensation	State Statutory
Automobile Liability	\$1,000,000 (excludes collision insurance)
Cyber	\$2,000,000 each occurrence

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder. All certificates of insurance shall name Agency as an additional insured with respect to general liability coverage and shall require that Agency be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Agency prior to the Effective Date and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

- 8.1 **Notices.** Legal notices under this Agreement (other than routine operational communications) shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a Party changes its address by giving notice to the other Party as provided herein, notices shall be delivered to the Parties as follows:

If to ODM, to: 1906 Ave D, #200, Katy, Texas 77493; and If to Agency, to:

Attn: Columbia Police Department, 707 North Main Street, Columbia, Tennessee, 38401

- 8.2 **Assignment and Delegation.** Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.
- 8.3 **Governing Law/Jurisdiction.** This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to the choice of law rules thereof. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in the State of Tennessee for any such disputes, with the venue in Maury County, Tennessee, and hereby irrevocably waives any objections to the laying of venue in such courts.
- 8.4 **Attorneys' Fees and Court Costs.** If any suit or action arising out of or related to this Agreement is brought by any Party, the prevailing Party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including, without limitation, direct and reasonable attorney fees, the fees and costs of experts and consultants) incurred by such Party in such suit or action, including, without limitation, any post-trial or appellate proceeding.
- 8.5 **Limitation of Liability.** EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD: (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF USE, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (II) EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE ADMINISTRATIVE FEES PAID TO ODM BY CUSTOMERS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

- 8.6 Entire Agreement. This Agreement, including Exhibit A, constitutes the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each Party. If there is any conflict between the terms set forth in body of this Agreement and Exhibit A, the terms in the body of this Agreement shall control.
- 8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- 8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Sections 3, 4, 5.1, 5.2, 5.4, 6.2, and 8.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each Party agrees to accept signature pages via fax, PDF, DocuSign, and similar electronic means as originals.
- 8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- 8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Agency and any Officer assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Agency, and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with, or arising out of, any such employment contract except to prepare checks and to pay any such Officer who is a party to such a contract, in conformity with the information provided by Agency. With respect to any employment contract between Agency and any Officer assigned to a Customer worksite, Agency shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including, but not limited to, its negotiation, compliance, implementation, renewal, enforcement, and termination.
- 8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of each Party. The individual signing this Agreement on behalf of a Party represents, warrants, and guarantees that he or she has full authority to do so. Each Party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- 8.13 Waiver. No delay or omission by a Party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.
- 8.14 Force Majeure. Neither Party shall be liable to the other Party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators, hosting providers, or interruption of, or inability in obtaining, supplies or services from third parties.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Off Duty Management, Inc:

By: _____

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: _____

Columbia Police Department, Tennessee

By: _____

Printed Name: _____

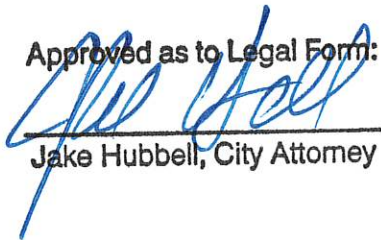
Title: _____

Date: _____

Attested By:

Thad H. Jablonski, City Recorder

Approved as to Legal Form:



Jake Hubbell, City Attorney

EXHIBIT A
STATEMENT OF WORK

Scope of Services

ODM will manage all external Customer requests for the off-duty Officers outside employment services as of ODM's publication of the first Assignment. ODM will manage the following for Agency in connection with the Assignments:

- Officer Payroll
- Scheduling
- Invoicing/collections

Policies/Procedures

- ODM will comply with all applicable Agency Policies.
- ODM will coordinate with Agency should there be any questions regarding a Customer or Assignment.
- Agency will modify its existing Agency Policies to incorporate ODM management and administration.

Payroll/Rates and Fees

- Officers interested in working for ODM will be required to sign up as 1099 contractors for ODM.
- Officers will be paid weekly for any Assignments completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Regular	\$50.00	
Traffic	\$50.00	
Supervisor	\$60.00	
Holiday*	N/A	
Emergency**	\$75.00	

Agency Vehicle Fees

- Agency vehicle fee is \$10.00 per hour.
- Agency vehicle fees will be sent to the city finance department weekly via ACH.
- ODM bears no responsibility for any damages sustained to an agency vehicle utilized during an off-duty job.

ODM Administrative Fees

- In consideration for all services rendered by ODM to the customer pursuant to this Agreement, ODM shall charge the customer an administrative fee of 12.1 % subject to a minimum charge of \$ 6.06 per officer hour.
- Administrative fees will be based on all off-duty revenue, including, without limitation, officer compensation, vehicle or equipment fees, specialty unit fees, and any other related charges.
- **No fees will be charged to the officers at any time.**

Scheduling

Assignment Selection

- Assignments will be pushed out to Officers via OfficerTRAK® to their mobile devices once received and approved by Agency.
- Officers will select and work shifts on a first-come, first-served basis.

Minimum and Maximum per Shift Work

- 3 hours minimum per Assignment.
- Officers are limited to work a combined (Agency/off-duty) total of N/A hours combined bi-weekly (monitored by Agency).

Minimum Job Notification

- 72 hours prior to shift start required for Assignments.
- If a request is received fewer than 72 hours prior to Assignment, the emergency pay rate goes into effect.

Agency Assignment

- Requests submitted through Agency's website will default to that Agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for Agency, and Agency must have an agreement with such agencies relating to the same:
 - N/A

Insurance Coverages

- ODM will provide insurance coverage as set forth in the Agreement.

OfficerTRAK® Software

- Officers working for Customer will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view Assignments requested through Agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage Internal Assignments only (limited to Agency and city Assignments). Assignments and ODM will be viewed by Officers in the same app. ODM will maintain Officer information for both databases.
- Agency will create a web page with a link to OfficerTRAK® for Customers to request service online.

OfficerTRAK® Training

ODM will provide the following training to Agency and Officers:

Online

- Administrators – training guides and virtual training
- Officers – training guides and practice jobs

OR

Onsite

- Administrators – training guides and onsite training
- Officers – training guides, practice jobs, and onsite training



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT AMENDMENT BETWEEN CITY OF COLUMBIA AND LOSE & ASSOCIATES IN THE AMOUNT OF \$27,000.00.

RECOMMENDATION: Approve and authorize the Mayor to sign a Contract Amendment No. 5 between the City of Columbia and Lose & Associates for the Columbia Public Works building expansion.

INFORMATION: This contract amendment is for construction document modifications necessary for phase 2 of the Public Works Expansion project. Contract Amendment No. 5 will include combining three (3) open sheds into a single structure with three (3) compartments and a stepped foundation. This modification is being made to comply with the local planning and zoning requirements stipulating a maximum number of structures allowable per site. Modification to the façade of Building D to provide glazing, entry doors, and articulation to comply with the local planning and zoning requirements. Structural and electrical engineering revisions. Site revisions to accommodate building changes and planning requirements.

CERTIFICATION: The Chief Financial Officer certifies that \$27,000 is budgeted and unencumbered in Capital - Streets - Buildings.

ATTACHMENTS: Staff Report; Lose Contract Amendment No. 5



June 11th, 2026

Mr. Jeff DeWire
City of Columbia
Public Works Department
110 Santa Fe Pike
Columbia, TN 38401

Contract Amendment No. 5
Between City of Columbia & Lose & Associates, Inc. DBA Lose Design
Columbia Public Works - Expansion
Contract Dated October 28, 2021
Lose & Associates Job Number 20199

This letter shall serve as Contract Amendment No. 5 for the City of Columbia Public Works Expansion project and shall include Construction Document modifications necessary for phase 2 of construction as described below.

- Combining three (3) open sheds identified in the drawings as Buildings F, G, & I into a single structure with three (3) compartments and a stepped foundation. This modification is being made to comply with the local planning and zoning requirements stipulating a maximum number of structures allowable per site
- Modifications to the façade of Building D to provide glazing, entry doors, and articulation to comply with the local planning and zoning requirements
- Structural and electrical engineering revisions.
- Site revisions to accommodate building changes and planning requirements.

Fees for Contract Amendment No. 5:\$27,000.00

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 11th day of June 2026.

Client's signature

Lose Signature

Print Name

Print Name

Title

Title

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

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A FIVE (5) YEAR CONNECTIVITY AND SUPPORT CONTRACT BETWEEN CITY OF COLUMBIA AND TEMPLE, INC FOR SCHOOL BEACONS AND TRAFFIC CABINETS

RECOMMENDATION: Approve and authorize the Mayor to sign a five (5) year contract with Temple, Inc.

INFORMATION: Temple Inc. provides the City of Columbia with the Glance Solution, which includes field monitoring units for communication with the City's School Zone Beacon System and Traffic Cabinets. The previous five-year connectivity and support plan will expire July 01, 2026 and the City requires the renewal of the plan to ensure continuous services and functionality. This agreement shall commence on July 01, 2026 and remain in effect for five (5) years, concluding on July 01, 2031 for devices listed in the original agreement.

The Glance Solution offers essential remote monitoring and communication capabilities for the City's traffic infrastructure, allowing officials to gain real-time insights into operations issues such as power outages or signal failures at various intersections. This program also enables a centralized operation for controlling school flasher control and maintenance and for communications to the City's Traffic Signal Cabinets, allowing for more responsive control for weather related, holiday related, or other unscheduled event management of school beacons.

The plan includes five (5) year cellular connectivity and data, no data overage charges, guaranteed connectivity, comprehensive support services, an extended warranty and Over-the-Air software and security updates.

CERTIFICATION: The Chief Financial Officer certifies that funds are budgeted and unencumbered in General Fund - Streets - Software.

ATTACHMENTS: Staff Report; Glance Connectivity and Support Renewal Agreement

**GLANCE CONNECTIVITY AND
SUPPORT RENEWAL AGREEMENT**

FOR A FIVE-YEAR TERM ENDING
July 1, 2031

BETWEEN

City of Columbia, TN
Municipality

AND

TEMPLE, INC.
MAINTAINING AGENCY

City of Columbia, TN

GLANCE CONNECTIVITY AND SUPPORT RENEWAL AGREEMENT

THIS AGREEMENT, made and entered into this July 1, 2026, by and between the **City of Columbia, TN**, a political subdivision of the State of Tennessee, herein called the "City" and **Temple Inc.**, herein called the "Maintaining Agency."

WITNESSETH:

WHEREAS, Temple Inc. provided the City with the Glance® Solution which includes field monitoring units for communication with the City's School Zone Beacon system and Traffic Cabinets. This original agreement included a five-year connectivity and support plan with an extended hardware warranty;

WHEREAS, the original five-year connectivity and support plan for the Glance Solution has expired, and the City requires the renewal of the plan to ensure continuous service and functionality;

WHEREAS, the original five-year connectivity and support plan for the Glance Solution has expired (expiration date: July 1, 2026), and the City requires the renewal of the plan to ensure continuous service and functionality, with different types of plans to accommodate varying connectivity needs. This includes a Connectivity and Support Plan for devices requiring cellular connectivity and a Support Plan.

WHEREAS, the Glance Solution offers essential remote monitoring and communication capabilities for the City's traffic infrastructure, allowing officials to gain real-time insights into operational issues such as power outages or signal failures. This enables a centralized operation for controlling school flasher control and maintenance and for communications to the City's Traffic Signal Cabinets. This allows for more responsive control for weather related, holiday related, or other unscheduled event management of school beacons;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties mutually agree and covenant as follows:

1. Renewal of Connectivity and Support Plan and Warranty

Upon the approval of this Agreement, the Maintaining Agency shall provide the City with a renewed five-year Connectivity and Support Plan, covering school beacon devices and traffic cabinet devices, which includes the following services and obligations:

- **Cellular Connectivity:** Connectivity and data will be supplied, as required, for all Glance devices within the City.
- **No Overage Charges:** Under this plan, there shall be no data overage charges, regardless of usage levels.
- **Guaranteed Connectivity:** In the event that the current 4G LTE network becomes unsupported, the Maintaining Agency agrees to upgrade all in-field devices to ensure the Glance Solution continues to function optimally.
- **Comprehensive Support Services:** The Maintaining Agency agrees to provide comprehensive support services, including telephone and email support, to ensure the City receives full assistance for operational and technical matters related to the Glance platform. The Maintaining Agency will also facilitate communication between the City and the Glance solution provider as necessary.
- **Extended Hardware Warranty:** All Glance hardware components will be covered under an extended warranty throughout the five-year term of the Connectivity and Support Plan, with a "no questions asked" policy for repairs or replacements.
- **Over-the-Air Software and Security Updates:** The Maintaining Agency shall ensure that all devices receive over-the-air software and security updates, keeping all hardware current and secure for the duration of this Agreement.

2. Monitoring and Support Obligations

The Maintaining Agency agrees to monitor the overall performance of the Glance platform and to provide regular updates on the system's status, as needed. Additional obligations may include:

- **Monitoring Performance:** Assisting in monitoring the performance of the Glance school zone connectivity platform, including tracking traffic signal operations and emergency vehicle preemption systems as part of the Glance EVP monitoring.
- **Training and Support:** The Maintaining Agency shall provide ongoing training and support for City personnel in the use and operation of the Glance Solution.
- **Local Assistance and Field Support:** The Maintaining Agency will serve as the primary point of contact for the City, offering local assistance to address potential issues in the field. It will act as the first line of support for remote troubleshooting and resolving any operational problems as they arise.
- **Liaison with Glance Manufacturer:** The Maintaining Agency will facilitate communication between the City and the manufacturer/developer of the Glance Solution, ensuring the City receives timely support and product updates from the manufacturer as needed.

3. System Integrity, Operations, and Responsibilities of the Maintaining Agency

The Maintaining Agency shall ensure the continued operation of the Glance Solution in the City, keeping the system operational and updated as needed. This includes overseeing system performance, troubleshooting issues, and coordinating any required maintenance activities. Where applicable, the Maintaining Agency will ensure that these activities align with industry best practices and relevant standards and specifications. The Maintaining Agency will also assist in providing timely resolution of any technical or operational issues relating to the Glance System.

4. Term of Agreement

This Agreement shall commence on **July 1, 2026** and remain in effect for five years, concluding on **July 1, 2031** for the following device ID numbers 8550, 11947, 12088, 13025, 13389-13395, 13397, 15529-15534, 16439-16441, 16991, 22389, 22919-22929, 23816, 23819, 24490, 31982-31990, 31994-31995.

5. Compensation

The City agrees to compensate Temple Inc. in the amount of \$37,481.00 for the renewed five-year Connectivity and Support Plans, covering all services, connectivity, and extended warranty obligations set forth in this Agreement.

6. Status of Maintaining Agency

Maintaining Agency is serving as an independent contractor in providing the necessary services and neither the City nor any of its agents nor assigns shall have responsibility for any acts or omissions of Maintaining Agency, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Maintaining Agency nor any employees, agents or subcontractors of Maintaining Agency shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City and the Maintaining Agency's representative by signature hereto expressly waives and relinquishes any such rights.

7. Insurance

The Maintaining Agency shall carry and maintain at all times during the performance insurance coverage with limits of not less than \$1,000,000. A certificate of insurance evidencing the required coverage shall be provided prior to final execution of the contract and commencement of work.

Contractor understands that Tennessee Law requires certain employers to maintain workers compensation insurance.

8. Liability

The Maintaining Agency shall indemnify, defend, and hold harmless the City Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

The Maintaining Agency, its agents, employees and insurer (s) hereby release the City Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operation under this Agreement.

9. Dispute Resolution

In the event of any disputes arising out of this Agreement, both parties agree to resolve such disputes through non-binding mediation or other lawful means. This agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

10. Inspection of Books and Records

The Maintaining Agency shall permit the authorized representative of the City to periodically inspect and audit all data and records of the Maintaining Agency relating to performance under this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

11. Record Retention

The Maintaining Agency must retain all financial records, supporting documents, statistical records, and all other records pertinent to the contract for at least 3 years.

12. Complete Agreement

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

13. Contract Modifications

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law.

14. Termination for Convenience

The City may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating an effective date with the contractor. In the event of early termination of this Agreement, City shall pay all costs accrued by the Maintaining Agency as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. The Maintaining Agency shall deliver all completed deliverables to the City granting party at the time of termination.

15. Termination for Cause

The City may terminate this agreement for cause based upon the failure of the the Maintaining Agency to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. The Maintaining Agency shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City may at its option place the Maintaining Agency in default and the agreement shall terminate on the date specified in such notice.

The Maintaining Agency may exercise any rights available to it under Tennessee law to terminate for cause upon the failure of the City to comply with the terms and conditions of the agreement, provided that the Maintaining Agency shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to correct the failure. Should the Maintaining Agency be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City and returned to the City.

16. Assignment and Subcontracting

This agreement is not assignable by the Maintaining Agency without the City's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Maintaining Agency may not subcontract any of its responsibilities under this Agreement to another person without the City's prior approval.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

WITNESSES

CITY OF COLUMBIA, TN

By: _____
Chaz Molder, Mayor

Date: _____

TEMPLE, INC.

By: _____
Forrest Temple, President

Date: _____

Approved:

Approved:

Approved as to form:


Office of the City of Columbia Attorney

6/25/26



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE PURCHASE OF A CAT 265 COMPACT TRACK LOADER IN THE AMOUNT OF \$152,060.00 FROM THOMPSON MACHINERY USING STATE OF TN CONTRACT #72878.

RECOMMENDATION: Approve purchase from Thompson Machinery in the amount of \$152,060.00 for a CAT 265 Compact Track Loader.

INFORMATION: The State of Tennessee has contracted with Thompson Machinery, Contract # 72878 to supply heavy equipment to State and Local governments at competitively bid prices. Public Works wishes to take advantage of this contract to purchase a CAT 265 Compact Track Loader.

CERTIFICATION: The Chief Financial Officer certifies that \$152,060 is budgeted and unencumbered in State Street Aid - Streets - Vehicles.

ATTACHMENTS: Staff Report Template; SWC 72878; Thompson Machinery Quote

CITY OF COLUMBIA
110 SANTA FE PK

COLUMBIA, TENNESSEE 38401-3317

Dear Valued Customer,

We are pleased to present the following quotation for one new 265, equipped as follows:

265 COMPACT TRACK LOADER
CAB PACKAGE, ULTRA
 - *HF XPS (34gpm / 4,061psi)*
 RIDE CONTROL, NONE
 REAR LIGHTS
 SEAT BELT, 2"
 DOOR, CAB, POLYCARBONATE
 COLD STARTING PACKAGE (120V)
 CERTIFICATION ARR, P65
 GUARDING / SEALING PKG, (HD1)
 TRACK, RUBBER, 450MM (17.7 IN) BAR
 FUEL, ELECTRIC PRIMING
 AIR CONDITIONING
 INTEGRATED RADIO
PRODUCT LINK, CELLULAR PLE643 – GPS
Telematics
 INSTRUCTIONS, ANSI, USA
 SERIALIZED TECHNICAL MEDIA KIT
 SHIPPING/STORAGE PROTECTION
 PACK, DOMESTIC TRUCK
BUCKET-IND, 80" BOCE
CARRIAGE, 46", FORKS, 48", SSL
MULCHER, HM316, HF XPS
SNOW WING, 8'-13', SSL
KIT, GUARDING
KIT, DEBRIS
KIT, DRIVELINE GUARDS
KIT, TURBO DEBRIS GUARD
KIT, ENG AIR INTAKE, PRECLEANER

WARRANTY	
Months:	60
Hours:	2500
Description:	PREMIER
Additional:	<ul style="list-style-type: none"> - Thompson Machinery provides complimentary travel time and mileage for warrantable repairs in the field for the first 6 Months of use. - Pricing reflects 2026 State Wide Contract #00000000000000000000000072878 - Price listed below includes bucket, forks, mulcher, snow wing, & all guarding kits.



Purchase Price (plus applicable taxes): **\$152,060.00**

Thank you for the opportunity to submit this quotation, which will remain valid for 30 days. Should you have any questions, please feel free to contact me. We look forward to earning your business!

Sincerely,

Cam Price

Sales Representative
Thompson Machinery

ADDED ITEMS PRICING:

80" INDUSTRIAL SMOOTH BUCKET:	\$2,899.80	
48" PALLET FORKS:	\$1,193.40	
HM316 DRUM MULCHER	\$38,400.30	
8' – 13' VARIABLE WIDTH SNOW WING ATTACHMENT:	14,287.50	
ALL GUARDING KITS: - <i>Includes labor / all are recommended with mulcher purchase.</i>	\$3,152.13	

SWC# 225 Highway & Heavy Equipment Contract Information and Usage Instructions

Contract Period: This is a three-year contract with a one (two year) renewal option. It began on November 15, 2021 and will expire on November 14, 2026.

Summary/Background Information: Pricing is based on a percentage discount from the manufacturer's catalog. The percentage discount may vary within a manufacturer's price list with different percentages being applied on various product groups and models and/or options. You may then consider any model with the options you need to customize the equipment to your specifications. In addition, several manufactures may be considered in each category of equipment, giving the end user the flexibility and choices to get the brand and model they see as the best value. The CPO suggests that due to the complexity of pricing this equipment, that you contact the dealer(s) and allow them to assist in "Building Out" equipment to provide an accurate quote.

Some of the manufacturers offer a multiple unit discount which is an additional percentage discount that you add to the standard discount. Contracts detail these additional discounts and also the prompt pay discounts.

Please note awarded regions by dealer and brand listed below.

State Contact Information

Contract Administrator:

Mike Neely
Category Specialist
Central Procurement Office
(615) 741-5971
Michael.t.neely@tn.gov

Vendor Contact Information:

Chattanooga Tractor & Equipment

Contract #72846

Nick Topping
Polymer Drive
Chattanooga, TN 37421
423 892-5725
ntopping@chattanoogatractor.com

CMI Equipment

Contract #72850 & 73119

John Scott
2405 Dickerson Rd
Nashville, TN 37207
912 957-9472
john@cmiequip.com

Diamond Equipment

Contract #72863

Craig Felder
1530 Heil Quaker Blvd
LaVergne, TN 37086
615 641-1100
cfeldner@diamondequipment.com

Gateway Bobcat of Missouri

Contract #72833

Steve Dickey
149 Industrial Blvd
La Vergne, TN 37086
615 941-4000
sdickey@bobcatofnashivlle.com

McCoy Construction & Forestry

Contract #NV72857

Rocky Shirley
Meade Tractor/Territory Manager
Cell Phone: 615-418-2835
Office: 615-501-8600
Rocky Shirley
RockyShirley@mccoycf.com

Parman Tractor & Equipment

Contract #72863

Joe Williams
3570 Dickerson Pike
Nashville, TN 37207
615 865-7800
Jwilliams@ParmanCorp.com

Power Equipment

Contract #72865 & 73120

Matthew Spence
3300 Alcoa Hwy
Knoxville, TN 37920
931 449-9061
matthew_spence@bramco.com

Roadtec

Contract # 73122

Thomas McClain
800 Manufacturers Rd
Chattanooga, TN 37405
423 265-0600
tmclain@roadtec.com

Stowers Machinery

Contract #72872 & 73123

Greg Simpson
6301 Old Rutledge Pk
Knoxville, TN 37924
865 595-1098
gsimpson@stowerscat.com

G&S Holdings (Stribling Equipment)

Contract #NV72877

Donnie Kirk
743 Airways Blvd
Jackson, TN 38301
731 635-9771
Donnie.kirk@striblingequipment.com

Thompson Machinery
Contract #72878 & 73124

Trace Hall
 1245 Bridgestone Blvd
 La Vergne, TN 37086
 615 744-7816
trace@tmcat.com
 Online Login-CWS ID:
 Username: d420mn
 Password: Thompsonmachinery2

Viking Equipment
Contract #72821

Jennifer Parks
 4600 Bobcat Ln
 Knoxville, TN 37921
 865 588-8115
jparks@bobcatofknoxville.com

Vendor	Brand/Items	Group / Regions
Viking Equipment	Bobcat/Compact Excavator, Compact Track loader, Skid Loader	Highway Equipment /1,2
Viking Equipment	Bobcat / Excavator 20,000#	Heavy Equipment /1,2
Gateway Bobcat	Doosan, Bandit, & Bobcat / Telescopic Boom, Skid Loader, Brush Chipper	Highway Equipment / 2,3
Gateway Bobcat	Doosan/Loaders (tired), Excavator 20,000#	Heavy Equipment / 3
Chattanooga Tractor and Equipment, Inc.	New Holland (regions 1-4) / Compact Excavator, Skid Loaders	Highway Equipment /1,2,3
Chattanooga Tractor and Equipment, Inc.	New Holland / Backhoes	Heavy Equipment / 2
Diamond Equipment	Case/ Rollers, Telescopic Boom, Compact Excavator, Skid Loaders	Highway Equipment / 2,3
Diamond Equipment	Case / Backhoes, Dozers, Excavators, 20,000#, Loaders (tired), Med & Lg Motor Graders	Heavy Equipment / 3

CMI	Gradall, Ver Mac, O'Brien / Telescopic Boom, Message/Arrow Boards, Culvert Cleaner, Traffic Control Equipment (AFADS)	Highway Equipment / 1,2,3,4
CMI	Schwarze / Sweepers Truck Mounted	Highway Equipment /All Regions
CMI	Laymor / Sweepers Self Propelled	Highway Equipment / Regions 1 & 2
Meade	John Deere / Compact Excavator, Skid Loader	Highway Equipment / 1,2,3
Meade	John Deere / Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	Heavy Equipment / 1,2,3
Parman Equipment	Takeuchi / Excavator	Highway Equipment/ 3
Parman Equipment	Hitachi /Loaders (tired)	Heavy Equipment / 3
Power Equipment	Tack oil distributor, (Leeboy, Wirtgen)rollers, (Takeuchi) Compact Excavator, Skid Loaders, (Fecon) Brush Chipper, (Leeboy) Force Feed Loader	Highway Equipment / 1,2,3,4 (No Witgren or Takeuchi reg 3)
Power Equipment	(Takeuchi)Excavators 20,000#, (Leeboy)Med &Lg Motor Graders,(Fecon) Compact track loaders/Mulchers, loaders(tired)	Heavy Equipment / 1,2,3,4 (No Witgren or Takeuchi reg 3)
Power Equipment	Broce / Sweepers Self Propelled Leeboy / Pavers Tracked & Rubber Tired Vogle / Pavers Tracked & Rubber Tired Wirtgen / Milling Machines	Highway Equipment / All Regions
Roadtec	Carlson / Sweepers Self Propelled Carlson / Pavers Tracked & Rubber Tired Carlson / Milling Machines	Highway Equipment / 1,2,3,4
Stowers	Caterpillar, Weilar, Milling Machines, Tack oil Distributor, Rollers, Telescopic Boom, Compact Excavator, Skid Loaders, Brush Chipper, Force Feed Loader, Weiler / Pavers Tracked	Highway Equipment / 1,2

	Caterpillar / Pavers Tracked & Rubber Tired Caterpillar / Milling Machines	
Stowers	Caterpillar, Weilar, Bandit / Backhoes, Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	Heavy Equipment / 1,2
Stribling	John Deere / Compact Excavator, Skid loader	Highway Equipment / 4
Stribling	John Deere/ Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	Heavy Equipment / 4
Thompson Machinery Commerce Corp.	Caterpillar, Weilar / Milling Machine, Tack oil Distributor, Rollers, Telescopic Boom, Compact Excavator, Skid Loaders, Work Site Lights, Force Feed Loader, Laymor / Sweepers Self Propelled, Caterpillar / Pavers Tracked & Rubber Tired Weiler / Pavers Tracked Caterpillar / Milling Machines	Highway Equipment / 3,4
Thompson Machinery Commerce Corp.	Caterpillar / Backhoes, Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	Heavy Equipment / 3,4

Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please click on the “Agency Upgrade User Guide” link on the following page:
<https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>

Billing and Payment Instructions:

Follow your agency specific rules for bill and payments.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE SOLE SOURCE PURCHASE OF SIX (6) CALTRANS BASE MOUNT TRAFFIC CABINETS IN THE AMOUNT OF \$62,118.00 FROM TEMPLE, INC.

RECOMMENDATION: Approve sole source purchase from Temple, Inc. in the amount of \$62,118.00 for six (6) Caltrans 332 Base Mount traffic cabinets.

INFORMATION: The Public Works Traffic division will install six (6) base-mounted cabinets at James Campbell Blvd & Mooresville Pike, Carmack Blvd & Main St, Carmack Blvd & 17th St, Trotwood Ave & Cayce Ln, Trotwood Ave & Neelys Mill and James Campbell Blvd & Industrial Park. These cabinets will replace outdated cabinets currently in place at these locations.

CERTIFICATION: The Chief Financial Officer certifies that \$62,118 is budgeted and unencumbered in Capital - Streets - Traffic - Machinery & Equipment.

ATTACHMENTS: Staff Report Template; Sole Source Letter; Temple Quote



City of Columbia, TN
110 Santa Fe Pike
Columbia, 38401

June 15th, 2026

Attention: Tim McMeans

Please be advised that Temple Inc is the only authorized Preferred Reseller for Applied Information Traffic products for the state of Tennessee. Temple Inc. has been authorized for product training, technical support, sales, warranty and overall support of the products.

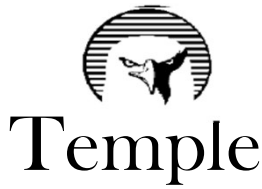
Sincerely,

A handwritten signature in black ink, appearing to read 'P. Ashley'.

Peter Ashley
VP Business Development
Applied Information Inc.

Applied Information Inc, 4411 Suwanee Dam Rd, Suite 510, Suwanee, GA, USA
Tel: +1-678-830-2170, Fax:+1-678-669-1686, Website: appinfoinc.com

Temple, Inc.
 P.O. Box 2066
 Decatur, Alabama 35602-2066
 Phone 1-800-633-3221
 Fax (256) 353-4578



Serving the South Since 1954!

To: City of Columbia, TN
 Attn: Tim McMeans
 Quote Date: 6/17/2026

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Item #	Description	Qty	Unit	Amount
332A Cabinet Assembly				
1	Cabinet (CALTRANS 332 - Base Mount) Price includes 332 cabinet assembly without plug-ins, or Medeco locks, or AI device. The cabinets do include an AI Panel and AI Antenna.	6	\$10,353.00	\$62,118.00
Notes: 1) Terms: Net 30 Days. 2) Cabinet is natural aluminum and not painted. 3) Cabinet does not include Polara CCU or cables.				



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE UPGRADE OF TRAFFIC DETECTION TO RADAR DETECTION USING WAVETRONIX AS A SOLE SOURCE PROVIDER IN THE AMOUNT OF \$370,870.00.

RECOMMENDATION: Approve upgrade of traffic detection to radar detection at ten (10) major intersections within the city limits of Columbia.

INFORMATION: Public Works is requesting an upgrade to our traffic detection system at ten (10) major intersections - Bear Creek & Mt Olivet, Hampshire Pike & Oak Springs, James Campbell Blvd & Pillow Dr, James Campbell Blvd & Mooresville Pike, Nashville Hwy & 7th Ave, Nashville Hwy & Theta Pike, Nashville Hwy & Kroger/CVS, Trotwood Ave & Cayce Ln, Carmack & Main St and Carmack & 17th St. This upgrade will replace loop detection in the roadway and provides for better vehicle detection at traffic signals, using radar.

CERTIFICATION: The Chief Financial Officer certifies that \$370,870 is budgeted and unencumbered in Capital - Streets - Traffic - Machinery & Equipment.

ATTACHMENTS: Staff Report; Wavetronix quote; Wavetronix Legal Info; Wavetronix Sole Source letter

663 Wavetronix Drive Springville, UT 84663

Quote Number QUO-25768-N1H5V0	Date 6/19/2026	Sales Rep Stephen Rojik
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Details:
 Project #:
 Project Name: Rev2 TN - City of Columbia - Intersection Upgrades and Stock Material
 Location: Columbia, TN

Special Terms:
 Payment Terms: Net 30
 Shipping Terms: EXW Wavetronix' Loading Dock
 Shipping Method: Best Way

Bill To:
 Finance Department
 700 North Garden St
 Columbia, TN 38401

Ship To:
 Public Works
 110 Santa Fe Pike
 Columbia, TN 38401

Bid Item	Part #	Description	QTY	Unit Price	UoM	Ext Price
		Bear Creek & Mt Olivet	1	\$42,600.00	Each	\$42,600.00
	SS-225	SmartSensor Matrix	4			
	SS-200E	SmartSensor Advance Extended Range	2			
	101-0478	Smart Sensor Triaxial Mount	6			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	6			
	SS-710	Sensor Cable Junction Box	6			
	102-0594	Arc6	1			
	102-0562	SmartSensor Field-replaceable Surge v2	6			
	310-0418	Cable, 6', 25-15 pin, SDLC	1			
	SS-705-001	SmartSensor 6 conductor cable, 1000' spool	2			
	102-0486	Arc Rack Mount Bracket	1			
	360-0283	SmartSensor Advance Viewfinder	1			
		Hampshire & Oak Springs	1	\$29,315.00	Each	\$29,315.00
	SS-225	SmartSensor Matrix	4			
	101-0478	Smart Sensor Triaxial Mount	4			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	4			
	SS-710	Sensor Cable Junction Box	4			
	102-0594	Arc6	1			
	102-0562	SmartSensor Field-replaceable Surge v2	6			
	310-0418	Cable, 6', 25-15 pin, SDLC	1			
	SS-705-001	SmartSensor 6 conductor cable, 1000' spool	1			
	102-0486	Arc Rack Mount Bracket	1			
		JCB & Pillow Dr	1	\$29,315.00	Each	\$29,315.00
	SS-225	SmartSensor Matrix	4			
	101-0478	Smart Sensor Triaxial Mount	4			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	4			
	SS-710	Sensor Cable Junction Box	4			
	102-0594	Arc6	1			
	102-0562	SmartSensor Field-replaceable Surge v2	6			
	310-0418	Cable, 6', 25-15 pin, SDLC	1			
	SS-705-001	SmartSensor 6 conductor cable, 1000' spool	1			
	102-0486	Arc Rack Mount Bracket	1			

663 Wavetronix Drive Springville, UT 84663

		JCB & Mooresville	1	\$29,315.00	Each	\$29,315.00
	SS-225	SmartSensor Matrix	4			
	101-0478	Smart Sensor Triaxial Mount	4			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	4			
	SS-710	Sensor Cable Junction Box	4			
	102-0594	Arc6	1			
	102-0562	SmartSensor Field-replaceable Surge v2	6			
	310-0418	Cable, 6', 25-15 pin, SDLC	1			
	SS-705-001	SmartSensor 6 conductor cable, 1000' spool	1			
	102-0486	Arc Rack Mount Bracket	1			
		Nashville Hwy & 7th Ave	1	\$29,315.00	Each	\$29,315.00
	SS-225	SmartSensor Matrix	4			
	101-0478	Smart Sensor Triaxial Mount	4			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	4			
	SS-710	Sensor Cable Junction Box	4			
	102-0594	Arc6	1			
	102-0562	SmartSensor Field-replaceable Surge v2	6			
	310-0418	Cable, 6', 25-15 pin, SDLC	1			
	SS-705-001	SmartSensor 6 conductor cable, 1000' spool	1			
	102-0486	Arc Rack Mount Bracket	1			
		Nashville Hwy & Theta Pk	1	\$29,315.00	Each	\$29,315.00
	SS-225	SmartSensor Matrix	4			
	101-0478	Smart Sensor Triaxial Mount	4			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	4			
	SS-710	Sensor Cable Junction Box	4			
	102-0594	Arc6	1			
	102-0562	SmartSensor Field-replaceable Surge v2	6			
	310-0418	Cable, 6', 25-15 pin, SDLC	1			
	SS-705-001	SmartSensor 6 conductor cable, 1000' spool	1			
	102-0486	Arc Rack Mount Bracket	1			
		Nashville Hwy & Kroger/CVS	1	\$29,315.00	Each	\$29,315.00
	SS-225	SmartSensor Matrix	4			
	101-0478	Smart Sensor Triaxial Mount	4			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	4			
	SS-710	Sensor Cable Junction Box	4			
	102-0594	Arc6	1			
	102-0562	SmartSensor Field-replaceable Surge v2	6			
	310-0418	Cable, 6', 25-15 pin, SDLC	1			
	SS-705-001	SmartSensor 6 conductor cable, 1000' spool	1			
	102-0486	Arc Rack Mount Bracket	1			
		Trotwood & Cayce Ln	1	\$29,315.00	Each	\$29,315.00
	SS-225	SmartSensor Matrix	4			
	101-0478	Smart Sensor Triaxial Mount	4			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	4			
	SS-710	Sensor Cable Junction Box	4			
	102-0594	Arc6	1			
	102-0562	SmartSensor Field-replaceable Surge v2	6			
	310-0418	Cable, 6', 25-15 pin, SDLC	1			
	SS-705-001	SmartSensor 6 conductor cable, 1000' spool	1			

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	102-0486	Arc Rack Mount Bracket	1			
		Carmack & Main	1	\$29,315.00	Each	\$29,315.00
	SS-225	SmartSensor Matrix	4			
	101-0478	Smart Sensor Triaxial Mount	4			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	4			
	SS-710	Sensor Cable Junction Box	4			
	102-0594	Arc6	1			
	102-0562	SmartSensor Field-replaceable Surge v2	6			
	310-0418	Cable, 6', 25-15 pin, SDLC	1			
	SS-705-001	SmartSensor 6 conductor cable, 1000' spool	1			
	102-0486	Arc Rack Mount Bracket	1			
		Carmack & 17th	1	\$29,315.00	Each	\$29,315.00
	SS-225	SmartSensor Matrix	4			
	101-0478	Smart Sensor Triaxial Mount	4			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	4			
	SS-710	Sensor Cable Junction Box	4			
	102-0594	Arc6	1			
	102-0562	SmartSensor Field-replaceable Surge v2	6			
	310-0418	Cable, 6', 25-15 pin, SDLC	1			
	SS-705-001	SmartSensor 6 conductor cable, 1000' spool	1			
	102-0486	Arc Rack Mount Bracket	1			
		Spare Supplies - Matrix Bundles	2	\$5,285.00	Each	\$10,570.00
	SS-225	SmartSensor Matrix	1			
	101-0478	Smart Sensor Triaxial Mount	1			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	1			
	SS-710	Sensor Cable Junction Box	1			
		Spare Supplies - Advance Bundles	2	\$5,645.00	Each	\$11,290.00
	SS-200E	SmartSensor Advance Extended Range	1			
	101-0478	Smart Sensor Triaxial Mount	1			
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	1			
	SS-710	Sensor Cable Junction Box	1			
	360-0283	SmartSensor Advance Viewfinder	1			
		Spare Supplies - Arc6 Bundles	5	\$6,160.00	Each	\$30,800.00
	102-0594	Arc6	1			
	102-0562	SmartSensor Field-replaceable Surge v2	6			
	310-0418	Cable, 6', 25-15 pin, SDLC	1			
	102-0486	Arc Rack Mount Bracket	1			
		Spare Supplies - 20ft 6/C Pigtail	10	\$170.00	Each	\$1,700.00
	SS-704-020	Cable, 20ft, 12-8 pin, 6 conductor	1			
		Spare Supplies - Homerun Cable	5	\$2,015.00	Each	\$10,075.00
	SS-705-001	SmartSensor 6 conductor cable, 1000' spool	1			

Total: \$370,870.00

Notes:

- No plans or specs were provided for this quote. Customer to confirm quantities according to final design and project requirements.
- No onsite assistance or certified training is included on this quote. Pricing for certified training is available upon request.

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Prices contained in this quote are applicable to this project only. Pricing is not transferable to any other project. If other destination is required, please contact Stephen Rojik at tennessee@wavetronix.com . For any questions, concerns, lead times, or to place an order, please contact your Wavetronix sales team at tennessee@wavetronix.com .

***If this project is tax-exempt, Wavetronix must receive a valid sales tax exemption certificate prior to processing the purchase order and scheduling with production.** Please provide the certificate when you send your purchase order.

***If the quantities for home run cable are set to TBD in the As Needed Items on this quote, the actual quantities are to be determined by the contractor/customer and added to the purchase order total.**

***Unless otherwise noted, this quote does not include on-site services. If required, please contact us for more details.**

***Quotation is valid for 45 days from date as quoted unless otherwise noted above.**

***Items not specifically listed above will not be provided by Wavetronix.**

***Wavetronix is not responsible for system integration or design.**

***Price is based on standard sensor configuration and subject to change if the bill of material changes.**

***Any Items included in this quote containing *NCNR* in the description are under the conditions of our Non-Cancellable, Non-Returnable policy. Prior to placing an order into production, customers must sign and submit the NCNR acknowledgment form.**

By accepting this quote, you accept our terms and conditions, which can be found at: <https://www.wavetronix.com/terms-conditions>



Wavetronix Return Material Authorization Policy

Effective Feb 13, 2017

Technical Support Calls and RMAs

1. Customers and end users of Wavetronix products must first contact their local authorized Wavetronix dealer for technical support, as applicable. It is important that dealers be aware of any problems their customers are having, and since many dealers have their own technical support processes in place, customers may benefit by having problems resolved locally. Dealers will escalate support issues to Wavetronix when necessary. Customers not working through a dealer will contact Wavetronix directly.
2. To begin the RMA (Return Material Authorization) process, please email rma@wavetronix.com or call 801-734-7200.
3. All calls and emails requesting an RMA for any Wavetronix product will be treated as a technical support request. To verify that the necessary troubleshooting has been performed, Wavetronix Technical Support representatives will request the following information:
4. Applicable serial numbers
5. Failure mode of each product
6. How the failure was detected
7. Troubleshooting steps already taken
8. Product installation date
9. Installation conditions
10. Originating PO number
11. RMAs will only be issued by Wavetronix Technical Support once a Wavetronix Technical Support representative has determined that an RMA is necessary.
12. Products that are returned to Wavetronix without a valid RMA number will be returned to the customer, and the customer will be assessed a \$75 handling fee. This applies to products under warranty and to any products added to an existing RMA without the prior approval of Wavetronix Technical Support.

Warranty/Non-warranty Repairs

1. All products received under warranty are handled as outlined in the Wavetronix Product Catalog under each product's respective warranty description. This warranty information can also be found at www.wavetronix.com/support under each product's webpage.

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Shipping and other charges are not included in the flat fee.

3. For product exceeding 10 years from its original ship date, repairs will no longer be performed.
4. For product exceeding 5 years from its original ship date, Wavetronix will make best efforts to repair the product, but reserves the right not to perform repairs based on the following:
 5. Material availability
 6. Design changes
 7. Scope of repairs
8. For Click 600 series products, the same fee schedule applies on all non-warranty repairs. Other Click products beyond their warranty date will be treated as case-by-case and may not be repaired.
9. The flat repair fee applies to all billable returns and is non-refundable.
10. A PO for the repair fee is expected with receipt of equipment.
11. If a non-warranty item that is returned is designated as unrepairable, we will discard the item, unless specifically requested otherwise by the customer in writing.
12. Wavetronix reserves the right to modify its repair fee structure without prior notice.

RMA Repairs

1. Unused product that is to be returned must have an RMA number issued by a Wavetronix Technical Services representative.
2. All product shall be returned in its original packaging. Equipment shall be clean and never used in the field. Items that appear to be used, not in original packaging or the original packaging has been breached, will be returned to the customer at the customer's expense.
3. Wavetronix is not responsible for any shipping costs, duties and fees associated with returning unused product.
4. Unused product authorized for return shall be fully refunded. Wavetronix may assess a restocking fee of 25% the PO cost for that line-item.
5. The following items, classified as NCNR (non-cancellable / non-returnable), cannot be returned:
 6. Custom cable lengths and cable assemblies
 7. Custom backplates and cabinet assemblies
 8. Command products
 9. Other products as determined by Wavetronix
10. Product beyond its warranty period shall not be eligible for return.

Return Policy for Unused Product

1. Unused product that is to be returned must have an RMA number issued by a Wavetronix Technical Services representative.
2. All product shall be returned in its original packaging. Equipment shall be clean and never used in the field. Items that appear to be used, not in original packaging or the original packaging has



unused product.

4. Unused product authorized for return shall be fully refunded. Wavetronix may assess a restocking fee of 25% the PO cost for that line-item.
5. The following items, classified as NCNR (non-cancellable / non-returnable), cannot be returned:
6. Custom cable lengths and cable assemblies
7. Custom backplates and cabinet assemblies
8. Command products
9. Other products as determined by Wavetronix
10. Product beyond its warranty period shall not be eligible for return.

Wavetronix Domestic Terms and Conditions of Sale

Effective on: Sep 8, 2015

1. **APPLICABILITY.** Except as otherwise expressly agreed in writing, signed by an authorized agent of Wavetronix, these Domestic Terms and Conditions of Sale apply to all Contracts entered into between Wavetronix and Buyer for the purchase and sale of goods or services, regardless of how a Contract is formed, including contracts formed by Wavetronix making an offer to sell followed by Buyer accepting that offer, by Buyer making an offer to buy and Wavetronix accepting that offer, by conduct of both parties recognizing the existence of a Contract, or in any other manner.
2. **DEFINITIONS.** The following capitalized terms have the following meanings: "Buyer" means the person or entity directly purchasing goods or services from Wavetronix. "Contract" means the contract between Wavetronix and Buyer for the purchase and sale of goods or services. "Customer" means a Third Party with whom Buyer has a contractual relationship to purchase the goods or services under this Contract. Typically, the Customer is a contractor or a state or local department of transportation responsible for the roadway on which a Wavetronix product will be used. Citizens or users of such a roadway are not "Customers" and obtain no rights under this Contract. "Terms" means these Domestic Terms and Conditions of Sale. "Third party" shall include every person, government, or other entity other than Wavetronix and Buyer. "Wavetronix" means Wavetronix LLC, an Idaho limited liability company. For purposes of the limitations on liability in Section 9 and for purposes of indemnity in Section 11, "Wavetronix" includes, where appropriate, members, board members, managers, officers, employees, agents, and representatives of Wavetronix.
3. **EXCLUSIVE TERMS OF SALE.** These Terms are exclusive. Offers by Wavetronix to sell are limited to these Terms, and any additional or different terms proposed by Buyer are hereby rejected. Acceptance by Wavetronix of Buyer's offer is conditioned on Buyer's acceptance of these Terms.

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Wavetronix.

5. **TERMS OF PAYMENT.**(a) Buyer shall pay the net amount due in full within 30 days of the date of invoice unless other terms are approved by Wavetronix in writing. Amounts unpaid 30 days after the due date shall accrue interest at 1.5% per month, compounded monthly.(b) The price is payable without deduction, set-off, counterclaims, back charges, or any other charges or claims of Buyer of whatsoever nature, and the obligations of Buyer to Wavetronix shall remain unimpaired regardless of disputes that may arise between Buyer and third parties.(c) A fee of 3% the value of the purchase order will be assessed for credit purchases exceeding \$10,000.
6. **PAYMENT OF TAXES, AND OTHER GOVERNMENTAL CHARGES BY BUYER.** The Contract price does not include sales, use, excise, value added or any similar tax or other governmental charge upon or with respect to the sale, purchase, manufacture, process, fabrication, delivery, storage, use, consumption, or transportation of such goods. The amount of any such taxes or charges shall be deemed extra charges and shall be paid by the Buyer. In the case of taxes, Buyer may provide Wavetronix with a tax exemption certificate acceptable to applicable taxing authorities. If, for any reason, any such certificate is not accepted by such authorities or such acceptance is revoked, Buyer shall indemnify and hold Wavetronix harmless as provided in Section 10. Whenever applicable, such tax or taxes or other governmental charges will be added to the invoice as a separate charge to be paid by Buyer. All licenses and permits shall be secured by Buyer at Buyer's expense unless the responsibility is assumed in writing by Wavetronix.
7. **DELIVERY, RISK OF LOSS, AND TITLE.**(a) All deliveries shall be EXW Wavetronix' loading dock, in accordance with International Commercial Terms, Incoterms® 2010, published by the International Chamber of Commerce.(b) Wavetronix shall have a purchase money security interest in all goods until the complete purchase price and all additional costs and charges are paid by Buyer. Wavetronix may make any third party notification or filing deemed necessary to protect and perfect such interest.(c) Any shipment or delivery dates recited represent Wavetronix' best estimate, but Wavetronix shall not be liable, directly or indirectly, for failure to ship or deliver on such dates.
8. **WARRANTY.** New Wavetronix products and services may have an express limited warranty. A copy of the warranty, if one applies, is available at Wavetronix.com or by request. Unless otherwise provided in writing, that is the only warranty provided. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.** If no warranty applies, Buyer accepts the goods or services "as is," without warranty.
9. **LIMITATIONS OF DAMAGES.** THIS CONTRACT, INCLUDING ANY EXPRESS LIMITED WARRANTY, EXPRESSLY DISCLAIMS ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED AND PUNITIVE DAMAGES AND ANY EXPENSES RELATED TO ANY PARTIAL OR COMPLETE INOPERABILITY OF THE PRODUCT THAT MAY ARISE AS A RESULT OF ANY BREACH OF THIS CONTRACT OR A BREACH OF WARRANTY, OR FOR ANY OTHER REASON, EVEN IF WAVETRONIX IS AWARE OF THE POSSIBILITY THEREOF. IN NO EVENT WILL ANY DAMAGES ARISING FROM A BREACH OF THIS CONTRACT, INCLUDING A BREACH OF ANY WARRANTY,

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10. **INDEMNIFICATION.** Buyer shall defend, indemnify and hold Wavetronix harmless with respect to:
- (a) all demands, claims, actions, or judgments of a Third Party against Wavetronix, directly or indirectly, for any direct, consequential, material, special, liquidated, punitive, or other damages, regardless of whether such demand, claim, action, or judgment is based on theories of contract, tort, negligence, strict liability, warranty, indemnity, contribution, statute, or otherwise, including without limitation, all demands, claims, actions, and judgments relating to injury to and/or death of any and all persons and for loss of and/or damage to property arising from use, handling, repair, adjustment, operation, modification, or conversion of goods or services covered by this Contract; and (b) all demands, claims, actions, or judgments of a third party against Wavetronix, directly or indirectly, based on a theory of infringement or violation of patents, trademarks, trade names, trade secrets, copyrights, or the like when such demand, claim, action, or judgment is based in whole or in part directly or indirectly, on Wavetronix' compliance with specifications provided by Buyer. This indemnification and promise to defend and hold Wavetronix harmless extends to instances where Wavetronix is alleged or found to be negligent and includes, without limitation, reasonable attorneys' fees and all other expenses incurred by Wavetronix in connection therewith. If Wavetronix, at its option, chooses to defend such a demand, claim, action, or judgment, Buyer agrees to cooperate with and assist Wavetronix in its defense in whatever reasonable ways Wavetronix chooses.
11. **TECHNICAL DATA; SPECIFICATIONS; LIMITATION OF LIABILITY.** Any technical data, product installation specifications, design and performance specifications, technical advice, drawings, and specifications furnished by Wavetronix with respect to goods supplied and the use of such goods is provided to assist in the proper deployment and use of Wavetronix products, systems and solutions. Wavetronix makes no claim to meet any product or system specification that is not provided by Wavetronix or that which has not been previously approved in writing by the Wavetronix Chief Operating Officer. Wavetronix will have no liability for any damages, direct, consequential, incidental, special, liquidated, punitive, or otherwise, for any Wavetronix product, service or system deployments that do not follow defined Wavetronix installation specifications.
12. **ACCEPTANCE OF GOODS.** In order to insure prompt inspection by Buyer and to estimate improper methods of storage and other abuse of goods sold, Buyer must notify Wavetronix in writing concerning the nonconformity of the goods to the Contract as soon as practicable but in no event later than 60 days after delivery. Such written notice shall set forth with particularity the nature and extent of the nonconformity complained of. All claims for shortages must be made in writing within 15 days after receipt of the goods by Buyer or its agent and specify with particularity the exact shortage complained of. Immediate written notice must be given to the carrier's agent at destination in the event of damage or loss in transit. In no event shall Wavetronix be responsible for claims resulting in whole or in part, directly or indirectly, from the use or abuse of nonconforming goods or for the costs of labor and/or materials expended on any such goods. Failure to furnish such written claim within such prescribed period of time shall terminate all liability of Wavetronix. Wavetronix must be given the opportunity upon written demand to inspect the goods claimed to be nonconforming to this Agreement. Goods which do

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satisfaction of Wavetronix that any alleged nonconformity to the Contract was solely caused by a breach by Wavetronix of the applicable warranty as to the conformity to the express specifications of Buyer set forth above. In no event shall any claim of Buyer be set-off against outstanding or subsequent invoices of Wavetronix without Wavetronix' written consent.

13. **FORCE MAJEURE.** Wavetronix shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by or results from acts beyond its reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. Wavetronix shall give notice to the Buyer, stating the period of time the occurrence is expected to continue. Wavetronix shall use diligent efforts to end the failure or delay and ensure the effects of such event are minimized. Wavetronix shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.
14. **BUYER'S RESPONSIBILITY, ANTICIPATORY BREACH, AND DEFAULT.**(a) If Wavetronix has any doubt as to Buyer's responsibility, or if Buyer fails to fulfill the terms and conditions of payment herein and on the face hereof, Wavetronix may decline to make any further shipment or delivery hereunder, except upon receipt of satisfactory security including but not limited to full or partial prepayment.(b) In the event of anticipatory breach by Buyer or if the financial condition of Buyer at any time does not, in the reasonable judgment of Wavetronix, justify continuance of the work to be performed by Wavetronix hereunder on the terms of payment originally specified, Wavetronix may require full or partial payment in advance and, in the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Wavetronix shall be entitled to cancel any agreement and work then outstanding and Buyer shall reimburse Wavetronix for any losses, expenses, and charges incurred as a result thereof.(c) If Buyer shall fail to make payments on this or any other agreement between Buyer and Wavetronix in accordance with its terms, Wavetronix may defer further shipments until such payments are made or, at its option, cancel the Contract with respect to any balance. If pursuant to this provision, Wavetronix shall defer any shipments or cancel in whole or in part the Contract, Buyer shall be liable for and reimburse Wavetronix for all losses, expenses, and damages, including any and all direct and consequential damages, incurred by Wavetronix as a result of such deferral or cancellation.
15. **NO WAIVER.** Failure by Wavetronix to enforce any of the terms, conditions, and limitations of this Contract shall not constitute a waiver thereof or a waiver of any other terms, conditions, or limitations, and the failure of Wavetronix to exercise any rights arising from default of Buyer or otherwise shall not constitute a waiver of such right or any other right. The terms, conditions, and limitations may be enforced and rights of Wavetronix enforced at any time in whole or in part.

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any such purported or attempted assignment or delegation shall be null and void.

17. **APPLICABLE LAW; SAVINGS CLAUSE.** The local law of the State of Utah, excluding its principles of choice of laws and the United Nations Convention on Contracts for the International Sales of Goods, shall apply in interpreting these terms, conditions, and limitations, and shall apply to all questions arising in connection with this Contract, the sale of goods covered hereby, the Contract, and any claims related to the foregoing. If any clause or provision of these terms and conditions is held in violation of applicable law, this Contract shall be interpreted as if such provisions are in full force and in effect to the extent legally permitted or, if such clause or provision is prohibited in its entirety, it shall be null and void, and the Contract as so modified shall remain in full force and effect.
18. **INSTALLATION SUPERVISION.** Prices quoted for equipment do not include installation supervision. Wavetronix recommends and will, upon request, make available, at Wavetronix' then current rate, an experienced installation supervisor to act as Buyer's agent to supervise installation of the equipment. Buyer shall at its sole expense furnish all necessary labor equipment, and materials needed for installation. Responsibility for proper operation of equipment if not installed by Wavetronix or installed in accordance with Wavetronix' instruction, rests entirely with Buyer; and any work performed by Wavetronix personnel in making adjustment or changes must be paid for at Wavetronix' then current per diem rates plus living and traveling expenses.
19. **INTELLECTUAL PROPERTY.** Buyer acknowledges Wavetronix' intellectual property rights under this agreement for products listed in Wavetronix quotation and/or on Buyer's order form, regardless of whether a notice appears on the equipment, its product manuals, software, or quotation, or whether it has been filed with a patent, trademark or copyright office. Buyer and Customer shall not copy, in whole or in part, the equipment or any documentation provided by Wavetronix in any form, nor shall Customer make any modifications to or derivations of the equipment without the prior written consent of Wavetronix. Buyer and Customer shall not, except as expressly authorized and only to the extent established by applicable statutory law, attempt to (or permit others to) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the equipment and software by any means whatsoever. In addition, Buyer and Customer shall not provide or make available to any other person the equipment, any related documentation or any other information provided pursuant to this agreement.
20. **NCNR ITEMS.** Wavetronix reserves the right to classify any product as Non-Cancellable / Non-Returnable at any time. The criteria used for classifying items includes:• Products customized per the Buyer's request• Items that are classified NCNR with the Wavetronix supplier base• Command products• Other criteria as determined by Wavetronix Orders for NCNR items will not be processed until Wavetronix has written approval from the Buyer to proceed.
21. **EXPEDITE FEES.** Buyer may request expedited production by providing written notice to Wavetronix specifying the requested delivery date. Wavetronix reserves the right to accept or

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pay an expedited production fee. The fee amount will be determined by Wavetronix and communicated to the Buyer in writing.

22. **PRODUCT RETURNS.** All products that are to be returned to Wavetronix shall be subject to Wavetronix Returns Policy. Any product return must have an assigned RMA number. Products that are received without the issuance of an RMA number will be returned to the Buyer at the Buyer's expense. All products returned will be subject to a restocking fee of 25%. Unused product outside its warranty coverage cannot be returned. The Buyer will be responsible for all freight and other charges associated with an unused product return. Additional information on the Wavetronix Returns Policy may be obtained by visiting www.wavetronix.com.
23. **ENTIRE AGREEMENT.** Wavetronix and Buyer intend for these Terms to be a final, complete and exclusive expression of their agreement on the terms to be applied to this Contract. The Contract represents all items being sold. Examples of additional items that should be contracted for separately include but are not limited to cables, service, training and installation and are not included with the product. These Terms may not be supplemented or contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. These Terms may not be supplemented by any different or additional terms even if such terms are consistent with the Terms of this Contract.
24. **HEADINGS.** Section headings are for convenience only and shall not be used to interpret this Contract.

Wavetronix Privacy Policy

Effective Feb 13, 2018

This privacy notice discloses the privacy practices for Wavetronix. This privacy notice applies to information collected by Wavetronix either via our website, at a tradeshow, or via our mobile app. It notifies you of the following:

1. What personally identifiable information we collect, how we use it, and whom we share it with.
2. What choices are available to you regarding the use of your data.
3. The security procedures we use to prevent the misuse of your information.
4. How you can correct any inaccuracies in the information.

Information Collection, Use, and Sharing

Information we collect includes:

- We collect information that you voluntarily give us. This may include:
- First and last name
- Company
- Company address



- Potential projects
- Other companies you work with
- Cookies on our website that record your email address (after you login) and your language preferences.
- Non-personally identifiable information is also collected via our app and website. This data includes:
 - The number of app installs
 - How many times the app/website is used
 - When the app is a new install
 - How long users are spending with the content
 - The average amount of time per user with an article
 - Crash reports
 - Version statistics
 - Operating system and device being used
 - The country where a user is located (based on IP address)

Our website uses cookies are used for simplifying the login process by remembering your username (email) and setting the default language of the website.

Personal information is used to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order.

Unless you ask us not to, we may contact you via email in the future to tell you about discounts, new products or services, or changes to this privacy policy.

Non-identifiable information collected in the app and website is used to help us better understand and meet the needs of our users.

We are the sole owners of the information collected on this site. We will not provide, sell or rent this information to anyone.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

Security



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Wherever we collect sensitive information, that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page.

While we use industry standard encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at (801) 734-7200 or webmaster@wavetronix.com.

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English

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June 19, 2026

Mr. Timothy McMeans
City of Columbia
700 N Garden St
Columbia, TN 38401

Wavetronix Sole Source Letter

To Whom it May Concern:

We would like to confirm that Wavetronix products, parts, repairs, and supplies can only be purchased directly from Wavetronix within the State of Tennessee. There are no existing relationships or agreements, within the State of Tennessee, with any other entity, dealer, distributor, or value-added reseller from which products can be procured.

Any questions regarding Wavetronix can be forwarded to the Tennessee at tennessee@wavetronix.com

Sincerely,

Steve Rojik
Sales Manager
Wavetronix LLC

Contact Information:
Email: tennessee@wavetronix.com

Mailing Address:
Wavetronix LLC
663 Wavetronix Drive
Springville, UT 84663
Phone: (801) 734-7200



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE PURCHASE OF A CAT 930 14A WHEEL LOADER IN THE AMOUNT OF \$245,098.20 FROM THOMPSON MACHINERY USING STATE OF TN CONTRACT #72878.

RECOMMENDATION: Approve purchase from Thompson Machinery in the amount of \$245,098.20 for a CAT 930 14A Wheel Loader.

INFORMATION: The State of Tennessee has contracted with Thompson Machinery, Contract # 72878 to supply heavy equipment to State and Local governments at competitively bid prices. Public Works wishes to take advantage of this contract to purchase a CAT 930 14A Wheel Loader.

CERTIFICATION: The Chief Financial Officer certifies that \$245,098.20 is budgeted and unencumbered in State Street Aid - Streets - Vehicles.

ATTACHMENTS: Staff Report Template; SWC 72878; Thompson Machinery Quote

CITY OF COLUMBIA

COLUMBIA, TENNESSEE 38401-5662

Dear Valued Customer,

We are pleased to present the following quotation for one new 930, equipped as follows:

<p>930 14A WHEEL LOADER CHASSIS AR-930 ELECTRICAL AR HYDRAULIC AR POWER TRAIN AR INSTALLATION AR ELECTRONICS AR-M LANE 3 ORDER PREP PACK, UNITED STATES PRODUCT LINK, CELLULAR PLE643 FILM GP, WARNING, PL, ANSI STANDARD LIFT, COUPLER READY HYDRAULICS, STANDARD HYDRAULICS, 3V JOYSTICK 3V, STEERING WHEEL STEERING WHEEL, STANDARD DIFFERENTIAL, OPEN REAR ENVIRONMENT, STANDARD WEATHER, STANDARD CAB, STANDARD AIR CONDITIONING, R134A REF ENGINE PUSH START, PASSCODE SECURITY CAMERA, REAR VIEW MIRROR, BASE SEAT, DELUXE, TILT AND TELE LIGHTS, STD, LED LIGHTS, ROADING, HALOGEN, RH STANDARD RADIO (12V), DUAL USB WINDSHIELD ACCESS STEPS, NONE TIRES, 20.5R25 MA MS301 ** L3 FENDERS, STANDARD CTWT, HEAVY, 2668LBS, 5PCS TOOLBOX AUX, NONE HYDRAULIC OIL, STANDARD SERIALIZED TECHNICAL MEDIA KIT LINES, AUX 3RD, STD LIFT RIDE CONTROL DECAL, HI VIS STEP, HANDRAIL, LHS BEACON, WARNING, STROBE, AMBER VISOR, INTERNAL, REAR GUARD, POWERTRAIN, LOWER GUARD, POWERTRAIN, SIDE PACK, DOMESTIC TRUCK QUICK COUPLER, FUSION, HIGH VIS JUMPER LINES, AUX 3RD, FUSION CARRIAGE, PAL C3/4, 62", FUS FORK TINE, 2.25" X 6" X 60" BUCKET-GP, 3.0 YD3, FUS, BOCE CAT PAYLOAD, ENABLED BACKUP ALARM, STD RAKE 112" w/DTC</p>	<table border="1"> <tr> <th colspan="2">WARRANTY</th> </tr> <tr> <td>Months:</td> <td>60</td> </tr> <tr> <td>Hours:</td> <td>2000</td> </tr> <tr> <td>Description:</td> <td>PREMIER</td> </tr> <tr> <td>Additional:</td> <td>Thompson Machinery provides complimentary travel time and mileage for warrantable repairs in the field for the first 6 Months of use.</td> </tr> </table> <p>- PRICE OFF TENNESSEE STATE CONTRACT #72878</p>	WARRANTY		Months:	60	Hours:	2000	Description:	PREMIER	Additional:	Thompson Machinery provides complimentary travel time and mileage for warrantable repairs in the field for the first 6 Months of use.
WARRANTY											
Months:	60										
Hours:	2000										
Description:	PREMIER										
Additional:	Thompson Machinery provides complimentary travel time and mileage for warrantable repairs in the field for the first 6 Months of use.										

Purchase Price (*plus applicable taxes*): \$245,098.20

Thank you for the opportunity to submit this quotation, which will remain valid for 30 days. Should you have any questions, please feel free to contact me. We look forward to earning your business!

Sincerely,



Michael Montgomery

Sales Representative
Thompson Machinery

**While we strive to maintain stable pricing, fluctuations in tariffs or trade regulations may require adjustments to the final quote.*

SWC# 225 Highway & Heavy Equipment
Contract Information and Usage Instructions

Contract Period: This is a three-year contract with a one (two year) renewal option. It began on November 15, 2021 and will expire on November 14, 2026.

Summary/Background Information: Pricing is based on a percentage discount from the manufacturer's catalog. The percentage discount may vary within a manufacturer's price list with different percentages being applied on various product groups and models and/or options. You may then consider any model with the options you need to customize the equipment to your specifications. In addition, several manufactures may be considered in each category of equipment, giving the end user the flexibility and choices to get the brand and model they see as the best value. The CPO suggests that due to the complexity of pricing this equipment, that you contact the dealer(s) and allow them to assist in "Building Out" equipment to provide an accurate quote.

Some of the manufacturers offer a multiple unit discount which is an additional percentage discount that you add to the standard discount. Contracts detail these additional discounts and also the prompt pay discounts.

Please note awarded regions by dealer and brand listed below.

State Contact Information

Contract Administrator:

Mike Neely
Category Specialist
Central Procurement Office
(615) 741-5971
Michael.t.neely@tn.gov

Vendor Contact Information:

Chattanooga Tractor & Equipment

Contract #72846

Nick Topping
Polymer Drive
Chattanooga, TN 37421
423 892-5725
ntopping@chattanoogatractor.com

CMI Equipment

Contract #72850 & 73119

John Scott
2405 Dickerson Rd
Nashville, TN 37207
912 957-9472
john@cmiequip.com

Diamond Equipment

Contract #72863

Craig Felder
1530 Heil Quaker Blvd
LaVergne, TN 37086
615 641-1100
cfeldner@diamondequipment.com

Gateway Bobcat of Missouri

Contract #72833

Steve Dickey
149 Industrial Blvd
La Vergne, TN 37086
615 941-4000
sdickey@bobcatofnashivlle.com

McCoy Construction & Forestry

Contract #NV72857

Rocky Shirley
Meade Tractor/Territory Manager
Cell Phone: 615-418-2835
Office: 615-501-8600
Rocky Shirley
RockyShirley@mccoycf.com

Parman Tractor & Equipment

Contract #72863

Joe Williams
3570 Dickerson Pike
Nashville, TN 37207
615 865-7800
Jwilliams@ParmanCorp.com

Power Equipment

Contract #72865 & 73120

Matthew Spence
3300 Alcoa Hwy
Knoxville, TN 37920
931 449-9061
matthew_spence@bramco.com

Roadtec

Contract # 73122

Thomas McClain
800 Manufacturers Rd
Chattanooga, TN 37405
423 265-0600
tmclain@roadtec.com

Stowers Machinery

Contract #72872 & 73123

Greg Simpson
6301 Old Rutledge Pk
Knoxville, TN 37924
865 595-1098
gsimpson@stowerscat.com

G&S Holdings (Stribling Equipment)

Contract #NV72877

Donnie Kirk
743 Airways Blvd
Jackson, TN 38301
731 635-9771
Donnie.kirk@striblingequipment.com

Thompson Machinery
Contract #72878 & 73124

Trace Hall
 1245 Bridgestone Blvd
 La Vergne, TN 37086
 615 744-7816
trace@tmcat.com
 Online Login-CWS ID:
 Username: d420mn
 Password: Thompsonmachinery2

Viking Equipment
Contract #72821

Jennifer Parks
 4600 Bobcat Ln
 Knoxville, TN 37921
 865 588-8115
jparks@bobcatofknoxville.com

Vendor	Brand/Items	Group / Regions
Viking Equipment	Bobcat/Compact Excavator, Compact Track loader, Skid Loader	Highway Equipment /1,2
Viking Equipment	Bobcat / Excavator 20,000#	Heavy Equipment /1,2
Gateway Bobcat	Doosan, Bandit, & Bobcat / Telescopic Boom, Skid Loader, Brush Chipper	Highway Equipment / 2,3
Gateway Bobcat	Doosan/Loaders (tired), Excavator 20,000#	Heavy Equipment / 3
Chattanooga Tractor and Equipment, Inc.	New Holland (regions 1-4) / Compact Excavator, Skid Loaders	Highway Equipment /1,2,3
Chattanooga Tractor and Equipment, Inc.	New Holland / Backhoes	Heavy Equipment / 2
Diamond Equipment	Case/ Rollers, Telescopic Boom, Compact Excavator, Skid Loaders	Highway Equipment / 2,3
Diamond Equipment	Case / Backhoes, Dozers, Excavators, 20,000#, Loaders (tired), Med & Lg Motor Graders	Heavy Equipment / 3

CMI	Gradall, Ver Mac, O'Brien / Telescopic Boom, Message/Arrow Boards, Culvert Cleaner, Traffic Control Equipment (AFADS)	Highway Equipment / 1,2,3,4
CMI	Schwarze / Sweepers Truck Mounted	Highway Equipment / All Regions
CMI	Laymor / Sweepers Self Propelled	Highway Equipment / Regions 1 & 2
Meade	John Deere / Compact Excavator, Skid Loader	Highway Equipment / 1,2,3
Meade	John Deere / Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	Heavy Equipment / 1,2,3
Parman Equipment	Takeuchi / Excavator	Highway Equipment/ 3
Parman Equipment	Hitachi /Loaders (tired)	Heavy Equipment / 3
Power Equipment	Tack oil distributor, (Leeboy, Wirtgen)rollers, (Takeuchi) Compact Excavator, Skid Loaders, (Fecon) Brush Chipper, (Leeboy) Force Feed Loader	Highway Equipment / 1,2,3,4 (No Witgren or Takeuchi reg 3)
Power Equipment	(Takeuchi)Excavators 20,000#, (Leeboy)Med &Lg Motor Graders,(Fecon) Compact track loaders/Mulchers, loaders(tired)	Heavy Equipment / 1,2,3,4 (No Witgren or Takeuchi reg 3)
Power Equipment	Broce / Sweepers Self Propelled Leeboy / Pavers Tracked & Rubber Tired Vogle / Pavers Tracked & Rubber Tired Wirtgen / Milling Machines	Highway Equipment / All Regions
Roadtec	Carlson / Sweepers Self Propelled Carlson / Pavers Tracked & Rubber Tired Carlson / Milling Machines	Highway Equipment / 1,2,3,4
Stowers	Caterpillar, Weilar, Milling Machines, Tack oil Distributor, Rollers, Telescopic Boom, Compact Excavator, Skid Loaders, Brush Chipper, Force Feed Loader, Weiler / Pavers Tracked	Highway Equipment / 1,2

	Caterpillar / Pavers Tracked & Rubber Tired Caterpillar / Milling Machines	
Stowers	Caterpillar, Weilar, Bandit / Backhoes, Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	Heavy Equipment / 1,2
Stribling	John Deere / Compact Excavator, Skid loader	Highway Equipment / 4
Stribling	John Deere/ Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	Heavy Equipment / 4
Thompson Machinery Commerce Corp.	Caterpillar, Weilar / Milling Machine, Tack oil Distributor, Rollers, Telescopic Boom, Compact Excavator, Skid Loaders, Work Site Lights, Force Feed Loader, Laymor / Sweepers Self Propelled, Caterpillar / Pavers Tracked & Rubber Tired Weiler / Pavers Tracked Caterpillar / Milling Machines	Highway Equipment / 3,4
Thompson Machinery Commerce Corp.	Caterpillar / Backhoes, Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	Heavy Equipment / 3,4

Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please click on the “Agency Upgrade User Guide” link on the following page:
<https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>

Billing and Payment Instructions:

Follow your agency specific rules for bill and payments.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE PURCHASE OF AN ALTEC MODEL AT41M BUCKET TRUCK IN THE AMOUNT OF \$242,025.00 USING SOURCEWELL CONTRACT # 110421-ALT.

RECOMMENDATION: Approve purchase from Altec Industries in the amount of \$242,025.00 for an Altec Model At41M Bucket Truck.

INFORMATION: Sourcewell purchasing cooperative has contract # 110421-ALT with Altec Industries for an Altec 2027 Ford F600 Model AT41M Bucket truck. This truck has an articulating telescopic aerial device with a fiberglass upper boom and fiberglass insulator in the articulating arm. This truck will be utilized in the Public Works Traffic Division.

CERTIFICATION: The Chief Financial Officer certifies that \$242,025 is budgeted and unencumbered in Capital Street-Maintenance-Vehicles.

ATTACHMENTS: Staff report; Altec Sourcewell Contract 110421; Sourcewell Contract extension; Altec Industries Quote

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **WARRANTY.** Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

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

3. *Use; Quality Control.*

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

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

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Altec Industries, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/12/2022 | 12:44 PM CST
Date: _____

DocuSigned by:
Riley Browne
DDB79E9FF5034DA...
By: _____
Riley Browne
Title: Contract Specialist
1/12/2022 | 1:03 PM CST
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
1/12/2022 | 1:06 PM CST
Date: _____

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Altec Industries, Inc.

Does your company conduct business under any other name? If yes, please state: Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service

Address: 33 Inverness Center Pkw
Birmingham, AL 35242

Contact: Riley Browne

Email: riley.browne@altec.com

Phone: 205-408-2341

HST#:

Submission Details

Created On: Thursday September 16, 2021 15:53:03

Submitted On: Thursday November 04, 2021 12:46:34

Submitted By: Riley Browne

Email: riley.browne@altec.com

Transaction #: d9f5703c-9b11-4637-9a77-a68682d8b3ec

Submitter's IP Address: 209.149.164.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Altec Industries, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc. Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry
4	Proposer Physical Address:	Altec Industries, Inc 210 Inverness Center Drive Birmingham, AL 35242
5	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Breanna Kinman Contract Specialist breanna.kinman@altec.com 816-236-1296

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc. which holds Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Altec Air. We deliver products and services in more than 100 countries throughout the world.</p> <p>Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction.</p> <p>Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture and every associate is considered an integral part of Team Altec.</p> <p>The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order):</p> <ul style="list-style-type: none"> • Customer first • Enjoyment of work • Family • Financial stability • Integrity • People are our greatest strength • Quality • Spiritual development • Teamwork
10	What are your company's expectations in the event of an award?	We hope to further strengthen our relationships with Sourcewell and government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and be recognized as the preferred supplier of hydraulic equipment solutions for Sourcewell and its members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 93 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Strength - Financial Statement Letter", "Financial Strength - Bank Statement Letter", and "Financial Strength - Dun and Bradstreet Screenshot" for more information regarding our financial strength and stability.
12	What is your US market share for the solutions that you are proposing?	We maintain a market share of approximately 70% for our core products. Non-core products are approximately 30%.
13	What is your Canadian market share for the solutions that you are proposing?	Canada market share is approximately 20%.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.
15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	Altec is a manufacturer with direct sales force. Our sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. Our service force is also 100% direct employees of Altec (both mobile service and service center employees). We are a direct sale / service / manufacturing company and do not maintain a dealer network. Please see attached documents "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations"

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing).</p> <p>We are ISO 9001:2015 certified for technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures and the final assembly of utility equipment at 2106 Riverside Rd, Saint Joseph, MO and the production of aerial devices and digger derricks at 5001 E. 36 Hwy, Saint Joseph, MO.</p> <ul style="list-style-type: none"> • Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. • Manufacturing and quality processes related to the production of fiberglass structures and electronic components at 1009 Vernon Rd, Wathena, KS. • Materials and quality processes at 5703 Mitchell Ave, Saint Joseph, MO. • Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. • Please see attached "Company Information - ISO Quality Certification" for more information <p>Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses</p> <p>Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program.</p> <p>ALTEC Industries, Inc. is capable of providing certification for equipment operators through our Sentry training program.</p> <p>Motor Vehicle Dealer Licenses in each state where applicable</p> <p>All of our facilities employ the Atec Production System which features the Kanban system of lean manufacturing.</p> <p>Authorized Representative Riley Browne and Government Sales Manager Elana Martinez hold Certified Schedules Contracts Manager (CSCM) certifications</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Altec has never been suspended or disbarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • Selected to Forbes list of America's Best Midsize Employers 2019 • Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Exelon companies. • 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to the company. • Altec was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. • Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Surry for 2017
19	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of our sales are to the government.
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Texas Multiple Award Schedule (TXMAS): Over \$1MM Commonwealth of Pennsylvania (Co-Stars): Over \$1MM Michigan MI Deal: Over \$1MM Washington State Purchasing Cooperative: Over \$500k State of Ohio: Over \$500k
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, over \$5MM annually. We also hold two DLA contracts with similar combined volume

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489
City of Lakeland (Member # 4862)	Dwayne Goostree	863-581-3443
City of Seattle (Member # 25215)	Guy Noren	206-684-0141
Lewis County PUD (Member # 76495)	Bryan Watt	360-748-9261

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Federal Government Agency	Government	California - CA	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Local Government Entity	Government	California - CA	Purchases Aerial Devices and Service Bodies	Transaction sizes generally are greater than 5 per PO	Over \$2M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	Altec employs a direct sales force of over 100 Account Managers who are dedicated to government and commercial sales and support within their respective territories. Their territories are established based on concentration of customers, and they live in their territories. Our Account Managers spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcwell members of their benefits and usage. Altec's Sourcwell contract is our preferred method by which to serve our government customers. There is no overlap in our sales and service functions
26	Dealer network or other distribution methods.	Altec is a factory direct sales / service company, we do not use dealer or distribution networks.
27	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 44 Service Centers located throughout the United States and Canada. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible. The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. There is no overlap in our sales and service functions. Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process whereas Sourcwell members issue purchase orders directly to us. Our Sourcwell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcwell. This process is the responsibility of a team at our corporate office with visibility of our word wide operations. Customers are also currently able to request quotes via our website, www.altec.com. Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>When you purchase from Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve.</p> <p>As the only authorized dealer of genuine Altec replacement parts, you can be assured that you will receive parts that meet the required Altec Quality and Engineering standards. Our dedicated line for parts / service / sales needs is 877-GO-ALTEC, it is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. We hold 29,000 active items on hand, and 92.5% of product lines ship within 24 hours. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support.</p> <p>Additionally, a customer's Account Mangers will be available via their cell phones and email whenever needed, and during periods of natural disaster Altec will move resources into areas affected to provide parts and service work faster.</p> <p>We also offer Altec Connect, a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. https://www.altec.com/altec-connect</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Altec proposes to service all Sourcewell members	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec will not have contract requirements or restrictions on Sourcewell members located in Hawaii, Alaska, or US Territories. The only difference in quoting will be shipping cost when a machine needs to travel via Ocean Freight.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The Altec/Sourcwell marketing plan will include, the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcwell eligible customers present, such as GFX, Altec will typically bring a vehicle and display Sourcwell promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcwell promotions corporate-wide. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached "Marketing Plan - Altec Article". Examples of material are included "Marketing Plan - Sourcwell Value Flyer - Altec", as well as "Marketing Plan - GFX 2021 Altec Booth" for reference and "Marketing Plan - www.altec.com Sourcwell Landing Page"</p> <p>Our Account Managers being comfortable with the contract and well versed in how it works, may be our most impactful marketing strategy, as they are working with our customers regarding their equipment needs on a daily basis. Altec employs a National sales training team, that provided initial base sales training programs for all new Altec sales associates (both Account Managers and Technical Sales Specialists). Our Sourcwell contract is a topic in this training, and has dedicated time assigned to it. Thereafter, focused web-training modules and e-courses are used to provide a more procedural method for these types of sales calls. These materials will also serve as follow-up training for all associates with 2+ years of experience. Material is accessible 24/7 on Altec's internal Sales Resource Center, please see "Marketing Plan - Internal Altec Resources". In addition to the training team, Altec employs a Government Sales team focused on the management of all federal, state and cooperative contracts. This team serves as the experts for the company, for associates in the field who need on-the-fly support. The Government team in tandem with a newly formed Contracts Steering Committee will communicate contract changes, improvements and regulations with the National sales force regularly.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool.</p> <p>From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases.</p> <p>From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence.</p> <p>We maintain an active social presence through Facebook (over 253,000 likes, over 258,000 follows), along with other sites.</p>
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Our experience has been that Sourcwell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcwell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcwell and cooperative purchasing as a whole, and new members of our team attend a live training that details the contract and internal processes.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Altec Connect provides for a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information.</p> <p>Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions.</p> <p>Consumers are currently able to request new/used equipment, rental and leasing quotes via our website.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<ul style="list-style-type: none"> • Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. • Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge. • Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free free of charge • Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. Please navigate to https://www.altec.com/safety/ for more information. The following Instructor-Led Trainings are Available: <ul style="list-style-type: none"> o Insulating Aerial Device o Non-Insulating Aerial o Tree Care Aerial Device o Bucket Rescue o Digger Derrick o Backyard Digger o Crane o Wood Chipper <p>Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions.</p> <ul style="list-style-type: none"> • Other Altec Training options (additional costs apply): <ul style="list-style-type: none"> o Customized Altec equipment hydraulic maintenance training o International Fluid Power Society (IFPS) Certification training (testing provided by third party) o NCCCO certification programs for operators of mobile cranes and digger derricks
40	Describe any technological advances that your proposed products or services offer.	<p>Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as;</p> <ul style="list-style-type: none"> • Fiber Optic Controls • Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) • Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) • JEMS (Jobsite Energy Management System) with it's integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) • Advanced paint systems • And many other ways we keep our customers working safer and smarter
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives:</p> <ul style="list-style-type: none"> • The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers – Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products—the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. • Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our JEMS product portfolio includes: <ul style="list-style-type: none"> o JEMS S o JEMS SE o JEMS LE • Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting, etc.). • Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. • Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information</p> <p>Industry Organizations affiliations:</p> <ul style="list-style-type: none"> • Calstart • Clean Cities

<p>43</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives.</p> <p>Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law.</p> <p>Altec is a National Corporate Member of the Women's Business Enterprise National Council.</p> <p>As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small-business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.</p>
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<p>44</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Altec offers Sourcewell members the advantage of working with one company to manufacture, sell, engineer, integrate key components (unit/body/chassis), administer warranty, and provide service solutions for a full line of Public Utility Equipment.</p> <ul style="list-style-type: none"> o We can provide full equipment lifecycle solutions, including: <ul style="list-style-type: none"> o Altec Capital Services (ACS) - Equipment Financing o Global Rental Company - Equipment Rentals o Altec Supply - Tool and Accessory Sales o Altec Sentry - Operator Safety Training o Altec Fleet Services - Comprehensive Fleet Management Solutions o Altec Service Group - In-shop and Mobile service and replacement parts support o Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) o JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) <p>Canadian and World Wide Availability:</p> <ul style="list-style-type: none"> o Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. o Altec Worldwide – We deliver products and services to more than 100 companies throughout the world. <p>Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business.</p> <p>Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership.</p> <p>Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and also procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently.</p> <p>Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features.</p> <p>ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO).</p> <p>Supply Chain Initiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain.</p> <p>Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control.</p> <ul style="list-style-type: none"> o Altec feels that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. o All booms ultrasonically tested and documents maintained. o All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. o All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. o All bearing surfaces to be machined after welding. o All units with electronic circuit boards to be wave soldered o Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. <p>Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics.</p> <p>Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve.</p> <p>Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Lanyard interlock, Load Monitoring Systems, Basic Operating Videos, Safety Videos, Sales Videos.</p> <p>Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) makes Altec a differencing Vendor.</p> <p>Warranty: Most of our products have a limited lifetime structural warranty.</p> <p>National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter.</p> <ul style="list-style-type: none"> o On-line ordering is available at www.alteconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. o Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.
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Table 9: Warranty

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on most models. Please see attached "Warranty - Documents" for more information
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins. Please see attached "Warranty - Documents" for more information
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, standard warranty is 90 days for travel charges.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 44 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.
50	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.
51	Describe any service contract options for the items included in your proposal.	We have included in our product offering service contract packages for member consideration at discounted rates. These include Preventative Maintenance (PM) Inspections at several different intervals, DOT inspections, Dielectric Tests.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document "Payment Terms - Customer Detail" for complete details Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information can be sent to AEPREMITTANCE@ALTEC.COM or your local Altec Account Manager.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: <ul style="list-style-type: none"> • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Equipment - Altec aerial trucks, digger derricks, cranes and miscellaneous specialty equipment. Ancillary non-Altec equipment will also be considered along with the leasing of Altec equipment Lease Term - 3 years to 8 years. Please call for shorter or longer lease terms. For used equipment, the age of the unit plus the lease term cannot exceed 8 years Purchase rates shown on attached document "Price List - Altec Capital Rate Matrix 11-1-2021" are good for 30 days from Date shown above. Credit Ratings - Baa or better Contact Altec Capital for a quote for your specific opportunity. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each opportunity will be quoted to customer, in compliance with Sourcewell contract terms and conditions including pricing and discount structure. Altec has created templates to help standardize the work practice and ensure we are quoting in a compliant manner. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their requirements are being met with our proposal. This document will include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes Altec accepts the P-card, there is a fee of 3% for credit card transactions used for the purchase of major units

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of

an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021"</p> <p>JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcwell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane"</p> <p>Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcwell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates.</p> <p>There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.</p>
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021"</p> <p>JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcwell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane"</p> <p>Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcwell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates.</p> <p>There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.</p>
58	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For equipment purchase prices:</p> <p>2-5 Units: 1% Discount from Contract Price</p> <p>6-10 Units: 1.5% Discount from Contract Price</p> <p>11-19 Units: 2% Discount form Contract Price</p> <p>20+ Units: TBD at Time of Order</p> <p>Note: Units must be identical and ordered at the same time to qualify for quantity rebate.</p>
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Altec is offering nearly 500 of our most commonly ordered line items with specific pricing for Sourcwell members. When specific customer work practice requirements, customer preferences, ect, drive a need to utilize the Open Market section of our quote template, we will present a unique quote for each such request for customer review that will supplement the base model and contract items being quoted. This will all be accomplished with our standard quote template document, and allow our customers to be able to customize their equipment as desired.</p>
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.20 / mile for CONUS. Quotes would need to done for anything outside of the CONUS and will be priced at or below fair market value.</p>
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Altec has a team of drivers that work for the company. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.20 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.</p>
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.</p>

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate, please see attached "Company Information - Altec Production Facilities" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can also indicate at time of quote. Additionally customers are welcome to pickup their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>Our Technical Sales Representatives that prepare Sourcwell quotes for our customers go through training on the Sourcwell quote process, requirements, and our quote template is up to date and posted on our internal company site. The quote template governs our pricing and ensures we are providing contract compliant quotes. Our Account Managers must verify customer eligibility and flag the opportunity as a Sourcwell quote in our system in order to receive Sourcwell pricing and discounts. We currently, and will continue to run quarterly reports for orders invoiced and flagged as Sourcwell, and compare the customers on this list with members listed on Sourcwell's website to check again that customers are members. The reporting and audit process is administered by Altec Corporate, with visibility of global operations. Internally, we run reports every month and identify any potential discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcwell.</p> <p>Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their equipment requirements are being met with our proposal. This document may include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Monthly update on new customers using our Sourcwell contract. Customers that use our Rental Equipment contract #062320-ALT that we are able to transition and fulfill other equipment needs with this new contract. Also number and ratio of formal bids that are being requested by our Sourcwell eligible customers. Training for 100% of Account Managers and Technical Sales Representatives on benefits and use of contract.</p>
67	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>We would like to propose a 1% administrative fee payment to Sourcwell on all orders through Altec Industries, including NUECO, Service, Supply and SENTRY.</p> <p>Altec Capital proposes a flat \$250 fee for lease transactions under the Sourcwell Contract.</p> <p>We propose an administrative fee of 1% of JJ Kane revenue (buyers fee and sellers fee).</p>

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Altec is proposing Sourcewell members have access to essentially our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include:</p> <ul style="list-style-type: none"> • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) • Knuckle Boom Cranes mounted on chassis (light, medium and large) • Knuckle Boom Crane Mounted Grapple Saws mounted on chassis • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) • Insulator Washers mounted on chassis and skids • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) • Wood Chippers • Spray Equipment mounted on chassis • Spray Equipment mounted on skids • Service Bodies mounted on chassis (aluminum, fiberglass and steel) • Chip Dump Bodies mounted on chassis. • Pole Trailers • Tool Trailers • Crane Bodies mounted on chassis • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training <p>Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information".</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training <p>Please and see attached file "Company Information - Altec Subsidiary Information".</p>

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

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

Line Item	Category or Type	Offered *	Comments
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207'
71	Digger derricks, and cable placing, pulling, and tensioning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground)
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Pressure Diggers mounted on chassis (digging depth from 10-22 ft)
73	Utility locating equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Altec has utility locating equipment available for purchase with new equipment, or through Altec Supply
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - . Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Price Lists.zip - Thursday November 04, 2011 : 8:47
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday November 04, 2011 : 9:41
- [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Thursday November 04, 2011 : 3 :
- M E/M E/S E or related Certificates (optional)
- [Warranty Information](#) - Warranty - Documents.pdf - Thursday November 04, 2011 : 3 :56
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday November 04, 2011 : 35:18
- [Upload Additional Document](#) - Altec Capital Sourcewell Proposal.docx - Thursday November 04, 2011 : 35:40

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Riley Browne, Contract Specialist, Altec Industries, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 110421-ALT**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Altec Industries, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Public Utility Equipment with Related Accessories and Supplies to Sourcewell and its Participating Entities, effective January 12, 2022, through December 27, 2025 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. Line item 2 in "Table 1: Proposer Identity & Authorized Representative" of the Proposal is modified to add the following: "Altec Teupen and Altec Fenex."
2. Line item 3 in "Table 1: Proposer Identity & Authorized Representative" of the Proposal is modified to add the following: "Altec Teupen and Altec Fenex."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
 By: Jeremy Schwartz
C0FD2A139D06489...
 Jeremy Schwartz, Chief Procurement Officer

Date: 9/22/2024 | 10:23 PM CDT

Altec Industries, Inc.

DocuSigned by:
 By: Brooklyn Russell
1F0625CF2D724D8...

Title: Contract Specialist

Date: 9/20/2024 | 12:23 PM PDT



CONTRACT EXTENSION

Contract Number: 110421-ALT

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Altec Industries
210 Inverness Center Dr

Birmingham, Alabama
(Vendor) 35242-4834

have entered into Contract Number: 110421-ALT
for the procurement of: Public Utility Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-12-27 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-12-27 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:

COFD2A139D06489
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

8/19/2025 | 6:34 AM CDT
Date

DocuSigned by:

1F0625CF2D724D8...
Authorized Signature

Brooklyn Russell
Name

- Contract Specialist
Title

8/21/2025 | 11:57 AM PDT
Date

Quoted for: City of Columbia

Altec Account Manager: Max Schmitz

REFERENCE ALTEC MODEL		Sourcewell Price
AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	\$221,241

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED (x7 Compartments)	\$1,551
2	LR	Ladder Rack	\$1,629
3	ISG	Inverter Storage Inside of Body Compartment with Guard	\$866
4	E-TRACK	E-Track Mounted on Body (x2 Strips)	\$291
5	RBS	Rubber Belted Step	\$546
6	CH	Cone Holder, Fold Over Post Style	\$415
7	FLOOD	Flood Light (Hella H71030401) x2	\$754
8	PSWI1	Inverter with minimum 2000W 120V @ 16A pure sine wave output, hardwired to outlets and 12VDC input	\$2,972
9	VRT	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$365
10	SPOT6	Remote Spot Light, LED, Permanent Mount, with Wireless Dash Mounted Controls and Wireless Programmable Remote x2	\$2,132
SOURCEWELL OPTIONS TOTAL:			\$232,762

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	N/A	\$0
2	UNIT & HYDRAULIC ACC	N/A	\$0
3	BODY	Trim LGSS Steel Body ILO Contract Body	\$582
4	BODY & CHASSIS ACC	J-Hooks and O-Rings, Plastic O/R Pads	\$737
5	ELECTRICAL	Perimeter lights, Cargo lights, Grounding system, Grounding lug, 7-way blade trailer receptacle, 12V triple gang outlet	\$5,886
6	FINISHING	DOT Certification	\$203
7	CHASSIS	2027 Ford F600 4x4 Diesel ILO Contract Chassis	-\$7,027
8	OTHER	N/A	\$0
OPEN MARKET OPTIONS TOTAL:			\$381

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$233,143.00
Delivery to Customer: \$2,382.00
Extended Warranty: \$6,500.00

TOTAL FOR UNIT/BODY/CHASSIS: \$242,025.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

****Pricing valid for 45 days****

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: TBD Based on availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

2033571 - City of Columbia - AT41M Trim - Sourcewell



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kristie Basile, Senior Administrative Assistant, kbasile@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: APPROVE THE PURCHASE OF AN CCTV HD CAMERA SYSTEM FROM THE SANSOM EQUIPMENT COMPANY IN THE AMOUNT OF \$130,530.69 USING SOURCEWELL CONTRACT #120721-EVS

RECOMMENDATION: Approve.

INFORMATION: Purchase a CCTV HD Camera from the Sansom Equipment Company for \$130,530.69 using Sourcewell Contract #120721-EVS. The purchase will be an E-RX-SYS-Truck-Basic-HD System which includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX5130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license. The HD Camera system will replace the Camera system we currently have that has aged and in need of replacement. We received three quotes with Sansom providing the best quote for our needs.

CERTIFICATION: The Chief Financial Officer certifies that \$130,530.69 is budgeted and unencumbered in Capital Street-Traffic-Machinery&Equipment.

ATTACHMENTS: Sansom Equipment Company Quote for CCTV HD Camera System, Jet-Vac Quote, Cues Quote.



QUOTE

QUOTE # SECQ9575
 DATE Jul 1, 2026
 CONTRACT CUSTOMER ID # 25720
 CONTRACT # 120721-EVS

To: Steven Walters
 City of Columbia (TN)
 1244 Treatment Plant Road
 Columbia, TN 38401
 United States

Sales Contact: Luke Vihon
 615-906-8884
 luke@secequip.com

Phone: (931) 982-3468
 swalters@columbiatn.gov

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Sourcewell	Customer Location	15 - 45 Days	Net Delivery

QTY	DESCRIPTION
1	E-RX-SYS-Truck-Basic-HD HD System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.
1	E-000-0035-00 Top Manhole Cable Roller for RVX
1	E-000-0036-00 Tyger Tail 2" for manhole bottom cable RVX
1	E-598-0210-21 VC500 Power Supply Complete (US Version)
4	E-080-0709-00 Small Aggressive Wheel QC RX130
4	E-080-0711-00 Medium Aggressive Wheel QC RX130
4	E-080-0710-00 Large Aggressive Wheel QC RX130
1	Outpost
1	Sourcewell Discount -\$6555.83
1	HD Capture
1	Outpost Monitor
1	Generator 2000 Watt
1	Freight

QTY

DESCRIPTION

This quote does not include any federal, state, or local taxes.

* In stock equipment are subject to prior sale. *

TOTAL \$130,530.69

This Quote is valid for 30 Days.

Please contact me if I can be of further assistance.

BIRMINGHAM OFFICE

2800 Powell Avenue
Birmingham, AL 35233
Ph: (205) 324-3104
Fax: (205) 324-2679

MOBILE OFFICE

2025 West I-65 Service Road North
Mobile, AL 36618
Ph: (251) 631-3766
Fax: (251) 631-3768

SHELBYVILLE OFFICE

3196 Highway 231 North
Shelbyville, TN 37160
Ph: (615) 696-7066
Fax: (615) 413-5323

STONECREST OFFICE

2601 South Stone Mountain Lithonia Road
Stonecrest, Georgia 30058
Ph: (706) 685-6900
Fax: (706) 609-3491

STATESBORO GA OFFICE

207 Hal Averitt Blvd.
Statesboro, Georgia 30458
(912) 549-0005





CONTRACT EXTENSION

Contract Number: 120721-EVS

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Envirosight
111 Canfield Ave Unite B-3

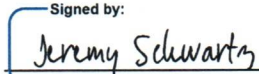
Randolph, New Jersey
(Vendor) 07869-1127

have entered into Contract Number: 120721-EVS
for the procurement of: Underground Infrastructure Inspection and Rehabilitation Equipment with Related
Services

The Contract has an expiration date of 2026-01-17 , but the parties may extend the Contract by mutual
consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and
Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional
period, with a new Contract expiration date of 2027-01-17 . All other terms and conditions of the Contract
remain in full force and effect.

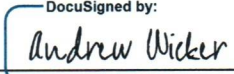
Sourcewell

Signed by:

COFD2A139D06489
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

11/7/2025 | 3:31 PM CST
Date

DocuSigned by:

F9ECE2659929499
Authorized Signature

Andrew Wicker
Name

Commercial Director
Title

11/10/2025 | 4:59 AM PST
Date



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kristie Basile, Senior Administrative Assistant, kbasile@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RATIFY THE SIGNED CONTRACT WITH B.A.M.2, INC. FOR CONSTRUCTION OF THE ROYAL OAKS SEWAGE PUMP STATION REPLACEMENT IN THE AMOUNT OF \$948,803.00

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests ratification of the signed contract with B.A.M.2, Inc. for construction of the Royal Oaks Sewage Pump Station Replacement, approved by this Council during the April 2026 meeting, in the amount of \$948,803.00. This would replace an outdated pump station and provide continued quality service to the citizens of the City of Columbia.

CERTIFICATION:

ATTACHMENTS:

Signed Contract

AGREEMENT WITH THE
CITY OF COLUMBIA, TENNESSEE
WASTEWATER SYSTEMS

ROYAL OAKS PUMP STATION UPGRADE

THIS AGREEMENT made this 6th day of June, 2026, by and between the City of Columbia, Tennessee, hereinafter called the "Owner", and B.A.M.2 INC., hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, Owner has heretofore solicited bids for all the work and improvements and for the doing of all things included within the hereinafter specified improvements; and

WHEREAS, Owner did on the 5th day of February, 2026 find that Contractor was the lowest responsible bidder for the hereinafter specified construction work and did award Contractor a Contract for said construction work;

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his own cost and expense, to do all the work and furnish all the labor, materials, equipment and other property necessary to do, construct, install, and complete all the work and improvements required for the Royal Oaks Pump Station Upgrade Project all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said work, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents of said work. The Work shall include Work reasonably inferable from the Contract Documents and necessary to achieve the intended results.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Proposal
4. Supplementary Conditions of Contract
5. General Conditions of Contract
6. Agreement
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
10. Any and all other documents or papers included or referred to in the foregoing documents
11. Any and all Addenda to the foregoing

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit prices stated in the Contractor's Proposal included in the Contract Documents and made a part of this Agreement as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents.

The quantities and totals on unit price items and the Total Contract Amount are approximate only, being inserted for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by the unit price items will be made only on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents.

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Total</u>
A. <u>Unit Price Construction Items</u>					
1	Total Lump Sum for the furnishing of all labor and materials for the construction work associated with the replacement of the Royal Oaks pump station, complete in place and ready for use as described in the Contract Documents for the Lump Sum of	1	LS	\$840,313.00	\$840,313.00
B. <u>Unit Priced Construction Items</u>					
2	6 inches Class A compacted aggregate stone base, complete in place.	100	SY	\$58.85	\$5,885.00
3	Asphalt drive replacement with 6-inches of binder and 2-inch topcoat, complete in place.	300	LF	\$224.00	\$67,200.00
C. <u>Supplemental Unit Priced Foundation Items Ordered By Engineer</u>					
4	Supplemental unclassified excavation, complete in place.	20	CY	\$345.00	\$6,900.00
5	Granular refill material, complete in place.	20	CY	\$285.00	\$5,700.00
6	Class A concrete material, complete in place.	10	CY	\$1,300.00	\$13,005.00
7	Class C concrete refill material, complete in place.	10	CY	\$980.00	\$9,800.00
TOTAL CONTRACT AGREEMENT					\$948,803.00

ARTICLE IV - MAJOR EQUIPMENT SELECTION

It is hereby expressly agreed that the Major Equipment Items which Contractor shall and hereby agrees to furnish and install as part of the work and improvements included within Contract, in full compliance with the Contract Specifications and other Contract Documents for said Section, for the Contract prices hereinabout specified in Article III, and without any other compensation therefore, are the following items of Major Equipment which are manufactured or supplied by the following listed manufacturers or suppliers, to wit:

<u>Section No.</u>	<u>Description</u>	<u>Manufacturer or Supplier</u>
M	Suction Lift Pump Station	(a) Gorman Rupp

ARTICLE V - CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below will govern over any other component part which follows it numerically, except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum Nos. 1
2. Supplementary Conditions of Contract
3. General Conditions
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation to Bid
8. Contractor's Proposals
9. This Instrument

This Contract is intended to conform in all respects to applicable statues of the state in which the work is to be constructed and, if any part or provision of this Contract conflicts therewith, the said statute shall govern.

ARTICLE VI - STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work at the site within 15 calendar days after the issuance by the Owner of a written Notice to Proceed, and to fully complete all work to the point of final acceptance by the Owner, and to complete doing all other things required of him by the Contract Documents on or before and not later than **240 consecutive calendar days** therefrom. Contractor shall, and agrees to, furnish and deliver to Owner within fifteen (15) days after date of award of this Contract, the Performance Bond, Payment Bond, and the insurance certificates and policies of insurance required of him by the provisions of the Conditions of the Contract, and to do, prior to starting work, all other things which are required of him by the Contract Documents as a prerequisite of starting work.

NOTE: The Contractor's attention is directed to the provisions for liquidated damages as provided in Paragraph 13 of the Supplementary Conditions, in addition to the Excess Cost of Engineering.

The Contractor hereby agrees to commence work on this Project on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the project within **240 consecutive calendar days** as stipulated in the Supplementary Conditions. The Contractor further agrees to pay as liquidated damages the sum of \$500.00 per day for each consecutive calendar day thereafter as provided in Paragraph 13 of the Supplementary Conditions.

ARTICLE VII - PAYMENTS TO CONTRACTOR

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

B.A.M.2 INC.
Contractor

ATTEST:

By *Davey C. Waters*
Title Vice President

By *Jonathan Summers*
Title Sales Manager

ATTEST:

By *[Signature]*
Title City Recorder

CITY OF COLUMBIA, TENNESSEE
By *[Signature]*
Mayor

Approved as to Form and Legality

By *[Signature]*
Attorney for the Owner

IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.



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 BID AWARD AND EXECUTION OF CONTRACT WITH PAPE-DAWSON CONSULTING ENGINEERS, LLC FOR ENGINEERING SERVICES RELATED TO GARDEN STREET ROADWAY & STREETScape IMPROVEMENTS IN THE AMOUNT OF \$98,500.

RECOMMENDATION: Approve contract with Pape-Dawson Consulting Engineers, LLC

INFORMATION: The Development Services Department advertised a Request for Qualifications and received five proposals on April 22, 2026 for consultant engineers to provide services related to Garden Street roadway and streetscape improvements along Garden Street, from West 6th Street to West 8th Street.

The city's review team evaluated the proposals and selected Pape-Dawson Consulting Engineers, LLC to enter into an agreement for the project.

The goal of the project is to remove the overgrown trees along Garden Street between West 6th and West 8th Street and replant trees/landscaping in adequately sized areas and within new islands. Traffic and safety issues at S Garden and West 9th Street will also be evaluated.

CERTIFICATION:

ATTACHMENTS: Pape-Dawson Contract Proposal.

June 16, 2026
June 18, 2026 Revised

Via Email: gharper@columbiatn.com

Mr. Glenn Harper, City Engineer
City of Columbia (Client)
700 N Garden Street
Columbia, TN 38401

Re: **GARDEN STREET ROADWAY & STREETScape IMPROVEMENTS
COLUMBIA, TN**

Dear Mr. Harper

Pape-Dawson Consulting Engineers, LLC (Pape-Dawson) is pleased to offer the following professional services in accordance with this letter. Your acceptance of this proposal acknowledges that the attached *Contract Terms and Conditions* are agreeable and are incorporated by reference.

PROJECT

It is Pape-Dawson's understanding that the City of Columbia desires to update the streetscape along South Garden Street from West 6th Street to West 8th Street and complete conceptual layouts on West 9th Street. Pape-Dawson is very pleased to have been selected by the City to complete this work in accordance with our understanding of the project request as outlined in the proposed Scope of Services.

OBJECTIVE

The general project objective is to enhance the streetscape, safety, and functionality of South Garden Street (State Route 7) and adjacent roadway corridors. Improvements are anticipated to include the removal and replacement of existing street trees and landscaping along South Garden Street between West 6th Street and West 8th Street. Improvements will be designed to create a stronger sense of place while maintaining safe vehicular and pedestrian access and supporting visibility for adjacent businesses. The project will also evaluate concepts for operational and safety improvements at the intersection of South Garden Street and West 9th Street to reduce conflicts by limiting left turn and through movements on West 9th Street.

ANTICIPATED AUTHORITIES HAVING JURISDICTION (AHJ)

- City of Columbia
- Tennessee Department of Transportation

SCOPE OF SERVICES

I. SURVEY & ONSITE ANALYSIS (TASK 190) **\$29,500**

Pape-Dawson will conduct site investigations, collect necessary field data, and establish the existing conditions baseline required to support project planning and design. Conduct a kickoff meeting with City staff and stakeholders to review project objectives, schedule, communication protocols, and project constraints.

- Perform field reconnaissance and document existing roadway, sidewalk, parking, landscaping, drainage, and streetscape conditions.
- Complete a survey sufficient for planning and design purposes from 6th to 8th street along Garden street, including roadway geometry, sidewalks, curb lines, topography, visible utilities, and above-ground features. Survey services shall include up to three (3) days of traffic control necessary to safely complete field data collection.
- Compile available utility information and coordinate with utility providers as necessary.
- Prepare an Existing Conditions Exhibit and conceptual streetscape framework for City review.

II. SOUTH GARDEN STREET PRELIMINARY ENGINEERING, LANDSCAPE DESIGN, AND COST ESTIMATION (TASK 801) **\$15,000**

Based on the approved master plan and supporting site analysis, a preliminary engineering layout to approximately 30 percent completion will be done on South Garden Street from West 6th Street to West 8th Street showing the following elements.

- Develop preliminary roadway, parking, landscape, and streetscape improvements.
- Evaluate median modifications, parking configurations, and pedestrian enhancements
- Develop preliminary grading and drainage concepts. Drainage design will include utilizing existing structures and curb and gutter.
- Evaluate utility conflicts and right-of-way considerations.
- Evaluate planting cell systems and street tree installation approaches in coordination with the project arborist.
- Develop planting plans including plant material, planting soil mix and landscape installation details and specifications
- Review TDOT requirements and identify design constraints associated with work within state right-of-way.
- Prepare preliminary construction cost estimates.
- Conduct design review meetings with City staff, TDOT, and applicable utility representatives.
- Document comments and incorporate up to two (2) revisions.

**III. WEST 9TH STREET AT SOUTH GARDEN STREET INTERSECTION IMPROVEMENTS
CONCEPTUAL LAYOUTS AND COST ESTIMATION (TASK 205) \$6,000**

At the intersection of South Garden Street and West 9th Street, an intersection concept plan will be developed which will include median improvements to limit southbound, eastbound and westbound left turning movements.

- Develop preliminary median modifications and turning movement improvements. The conceptual layouts will be limited to two (2) layouts.
- Coordinate with the City of Columbia Fire Department to ensure improvements will not limit emergency response times.
- Prepare preliminary construction cost estimates.
- Conduct design review meetings with City staff, TDOT, and applicable utility representatives.

IV. CONSTRUCTION DOCUMENTS (TASK 301) \$17,500

Following review of the preliminary design outlined in Tasks II and III, Pape-Dawson will prepare construction documents to approximately 70 percent completion.

- Finalize construction documents for roadway, parking, landscape, and streetscape improvements including layout, grading, drainage and landscape components
- Review of Construction Documents with city staff, utility companies / departments and appropriate TDOT personnel.
- Coordination of TDOT Grading Permit
- Documentation of feedback and proposed revisions to construction documents
- Preparation of a cost estimate based on the 70% construction document set

V. BIDDING PHASE SERVICES (TASK 401) \$10,500

Pape-Dawson will prepare final bid-ready construction documents and provide support during the bidding process.

- Final review by city staff and appropriate stakeholders for any last revisions prior to bid.
- Completion of construction and bid documents including bid sheet and opinion of probable cost.
- Coordinate and attend one (1) pre-bid meeting to review project scope, schedule, and bidding requirements with prospective contractors.
- Only one (1) Bid Cycle is included in this task. Additional bid cycles are to require an addendum to this contract.

VI. CONSTRUCTION PHASE SERVICES (TASK 402) \$10,000

Pape-Dawson will provide limited construction administration services during project implementation.

- Attend a pre-construction meeting with the Owner, Contractor, and project team.
- Review and respond to Contractor Requests for Information (RFIs) pertaining to the design intent of the construction documents. Responses requiring significant redesign or modifications to the approved plans may be considered additional services.
- Conduct periodic site observations (up to 2) throughout construction to assess general conformance of the work with the approved plans and specifications including final punch list items.

VII. PROJECT MANAGEMENT (TASK 501) \$10,000

Pape-Dawson will provide overall project management, coordination, and administration throughout the duration of the project.

- Coordinate project activities, schedule, budget, and internal project team resources.
- Serve as the primary point of contact for the City and facilitate ongoing communication throughout the project.
- Prepare and submit monthly invoices and progress updates.
- Conduct project coordination meetings with City staff as needed.
- Manage coordination with subconsultants, utility providers, and regulatory agencies.

SERVICES NOT INCLUDED:

Professional services Pape-Dawson can provide, however, not included (not limited) in this agreement and not currently anticipated to be required are:

- *Detailed transportation studies or traffic impact studies, including traffic count collection.*
- *Hydrological or geological studies, aquatic resource assessments or detailed flood studies*
- *Architectural design*
- *Irrigation Plans*
- *Electrical and Photometric Plans*
- *Right of way services*
- *Utility relocation services*
- *Detailed survey and construction plans for 9th Street and Garden Street*

SCHEDULE

Pape-Dawson agrees to complete the design services within 6 months with subsequent bidding and construction. A project schedule will be provided during the kick-off meeting.

SUMMARY OF SCOPE AND FEES

I.	Survey & Site Analysis	Task 190	\$29,500
II.	Preliminary Engineering & Landscape – Garden Street	Task 801	\$15,000
III.	Preliminary Engineering & Cost Estimation – 9 th Street	Task 205	\$6,000
IV.	Construction Documents	Task 301	\$17,500
V.	Bidding Phase Services	Task 401	\$10,500
VI.	Construction Phase Services	Task 402	\$10,000
VII.	Project Management	Task 501	\$10,000
Total:			\$98,500

BASIS OF COMPENSATION

Pape-Dawson’s compensation is a lump sum in the amount of **\$98,500.00** for the services identified above. This budget figure does not include any Direct Expenses (defined below) nor applicable sales tax on services, if any. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

AGREEMENT

The attached Terms and Conditions set out as Exhibit A are incorporated into this Proposal by reference and become part of the agreement between the Client and Pape-Dawson by execution of this document. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed document to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson’s sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC



Lauren Sands, AICP
Project Manager



E. Colin Johnson, PE
Senior Vice President

Mr. Glenn Harper
Garden Street Roadway & Streetscape Improvements
June 16, 2026
June 18, 2026 Revised
Page 6 of 6

City of Columbia

Signature: _____

Name: _____

Title: _____

Date: _____

**City of Columbia
Accounts Payable Contact Info**

Name: _____

Address: _____

Phone: _____

Email: _____

LS / ECJ: sap

Attachments

- Exhibit "A" - Pape-Dawson Terms & Conditions

O:\Marketing\Proposals\Letters\2026\06\260616 (P0005340-026) R1.docx

PAPE-DAWSON CONSULTING ENGINEERS, LLC
RE: Garden Street Roadway & Streetscape Improvements (the "Project")
TERMS AND CONDITIONS

Pape-Dawson Consulting Engineers, LLC, hereinafter referred to as "Consultant", has agreed to provide Professional Services to **City of Columbia**, hereinafter referred to as "Client," pursuant to the terms set out in a Proposal Letter Agreement with Scope of Services and Compensation (the "Proposal") executed by Client and these Terms and Conditions.

ARTICLE 1: SERVICES

Consultant agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement.

ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Consultant shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

ARTICLE 3: CHANGES

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to services to be performed for this Project. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Consultant is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Consultant's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should commencement of the individual tasks or services set out in the Proposal not be initiated within three (3) months of the date of execution of the Proposal by Client, Consultant reserves the right to revise the costs, fees, and scope of work for the tasks or services not yet initiated.

3.5 If after the commencement of work, Consultant's performance of the individual tasks or services is suspended at the instruction of client for a period of three (3) cumulative months, Consultant may at its sole discretion submit to client an invoice for all tasks and services performed prior to suspension, and Client shall pay that invoice within thirty (30) days after receipt. If Client fails to pay the invoice in full within thirty (30) days, Consultant may terminate this Agreement in accordance with the provisions of Article 7.1 herein.

ARTICLE 4: THE TERM

4.1 **Term.** Consultant shall be retained by Client as of the date Client executes the Proposal, Consultant shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Consultant's Services are terminated under provisions of the Agreement.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Consultant with access to the Property or to any other site as required by Consultant for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Consultant's submissions, and give prompt written notice to Consultant whenever he observes or otherwise becomes aware of any defect in the work; and provide any recordings, transcripts, notes, and/or minutes taken during any meetings between Client and Consultant upon request, inclusive of any artificial intelligence-generated documents. If either Client or Consultant intend to record a meeting, the recording party must first notify the other party that the meeting will be recorded, so that the other party may request any such recording or other work product created from the recording.

Client shall also do the following and pay all costs incident thereto: Furnish to Consultant core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Consultant, all of which Consultant may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Consultant will rely upon commonly used sources of data, including database searches and agency

contacts. Consultant does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from the negligent acts, errors or omissions of the Consultant in the performance of the professional services under this Agreement, to the extent that the Consultant is responsible for such damages and losses on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, Consultant shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Consultant or any of its subcontractors. To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Consultant will be at the Client's sole risk. Client agrees to indemnify the Consultant, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Consultant from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 **Laboratory Services.** In performing environmental services, Consultant may make use of an independent testing laboratory. Consultant will not, and Client shall not rely upon Consultant to, check the quality or accuracy of the testing laboratory's services.

5.8 **Changed Conditions.** The Client shall rely on the Consultant's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant, including but not limited to suspension of Consultant's work as set out in Article 3.5 herein. Should Consultant call for contract renegotiation due to such changed conditions, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 **Opinions of Cost.** Should Consultant provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Consultant and are merely opinions. Consultant does not

warrant that actual costs will not vary from those opinions because, among other things, Consultant has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the basic services, the Consultant shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 **Subconsultants.** Consultant may employ such Subconsultants as Consultant deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Consultant's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

Compensation. Client agrees to pay Consultant for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Consultant reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Consultant shall notify Client of any hourly billing rate adjustments when they go into effect.

Payments. Consultant will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Consultant at the address or ACH noted in the monthly invoice, the full amount of each such invoice upon receipt. In no event shall Consultant's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 **Sales and Use Tax.** Any State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Consultant the applicable Sales Tax on services and said tax is not considered a part of Consultant's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Consultant within thirty (30) days after the invoice date, Consultant may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Consultant under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Consultants' invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Consultant all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Consultant's services, either by Client or by Consultant, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Consultant shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Consultant has failed or refused to prosecute the work efficiently, promptly or with diligence, the Consultant shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Consultant, Client shall pay Consultant with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Consultant's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Consultant reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Consultant to Client shall be that of an independent contractor. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Consultant and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Consultant's total fee. In no event will Consultant, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant the existence of conditions whose existence Consultant cannot ascertain. The Client

also agrees not to make resolution of any dispute with Consultant or payments of any amount due to Consultant in any way contingent upon Consultant's signing any such certification.

9.3 **Execution of Documents.** The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Consultant, increase the Consultant's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Consultant shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Consultant and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in the Tennessee County court where the Services are performed.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Consultant, Client and their respective legal representatives, successors and permitted assigns. Neither Consultant nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Consultant's ability to hire

subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Consultant gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. 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.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county 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.

10.9 **No Warranty.** Consultant makes no warranty, either expressed or implied, as to Consultant's findings, recommendations, plans, specifications, or professional advice. Consultant has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Consultant and of Client which would otherwise survive termination of the Services.

10.11 **NON-SOLICITATION.** During the term of this Agreement and for a period of two (2) years thereafter, neither Client, nor its affiliates, nor any of their respective employees, agents, owners, officers, members, shareholders, or directors ("Client Entities") shall directly, or indirectly through another person or entity: (i) induce or attempt to induce any employee, agent, owner, officer, member, shareholder, director, client, customer, vendor or supplier, or other business relation of Consultant ("Business Relation") to leave the employ of, or terminate its contract, affiliation, or other business relationship with Consultant, (ii) hire or recruit away any Business Relation of Consultant, within two (2) years after such person ceased to be affiliated with Consultant, (iii) induce or attempt to induce any Business Relation of Company to cease doing business with Consultant or its other Business Relations, or (iv) otherwise interfere with, sabotage, or otherwise undermine any of the foregoing relationships.



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 THE PURCHASE OF A 9009 JOHN DEERE TURF MOWER IN THE AMOUNT OF \$102,139.44 UTILIZING THE SOURCEWELL CONTRACT

RECOMMENDATION: Approve.

INFORMATION: The Parks and Recreation Department is seeking to purchase a 9009 John Deere turf mower utilizing the Sourcewell contract. This mower comes with shade canopy with built in fan, along with a modem for location tracking, hours and maintenance. It will be used at Ridley Sports Complex for the athletic fields.

CERTIFICATION:

ATTACHMENTS: Staff Report John Deere turf mower, John Deere proposal contract



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

Signature on all LOIs and POs with a signature line

Contract name or number; or JD Quote ID

Sold to street address

Ship to street address (no PO box)

Bill to contact name and phone number

Bill to address

Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

Christopher Young

Beard Equipment Company

2533 Highway 41A S

Shelbyville, TN 37160

Email: cyoung@beardequipment.com



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO
(VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513-2789 US
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING
DEALER:**

Christopher Young
Beard Equipment Company
2533 Highway 41A S Shelbyville, TN 37160

Quote Id 2239060
14-Jun-2026

COLUMBIA PARKS & RECREATION
WEST 9TH STREET
COLUMBIA, TN 38401

PRICE LESS ANY APPLICABLE TAXES

Christopher Young
Beard Equipment Company
2533 Highway 41A S
Shelbyville, TN 37160
cyoung@beardequipment.com



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513-2789 US
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Christopher Young
Beard Equipment Company
2533 Highway 41A S Shelbyville, TN 37160

Prepared For

COLUMBIA PARKS & RECREATION
WEST 9TH STREET
COLUMBIA, TN 38401

Prepared By

Christopher Young
Beard Equipment Company
2533 Highway 41A S
Shelbyville, TN 37160
cyoung@beardequipment.com

Quote Id 2239060

Creation Date 14-Jun-2026

Expiration Date 14-Jul-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
9009A TerrainCut Rough Mower	\$134,394.00	\$102,139.44	1	\$102,139.44
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)				
Price Effective Date: 13-Jun-2026				
Equipment Total				\$102,139.44

Quote Summary

Total Selling Price	\$102,139.44
Sub-total	\$102,139.44
Balance Due	\$102,139.44

Attested By:

Thad H. Jablonski, City Recorder

Approved as to Legal Form:



Jake Hubbell, City Attorney

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote # 2239060
 Customer COLUMBIA PARKS & RECREATION

9009A TerrainCut Rough Mower		QTY In Group : 1
Hours	---	Suggested List
Serial Number	---	\$134,394.00
Stock Number	---	Selling Price
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	\$102,139.44
Price Effective Date	13-Jun-2026	Discount Amount
PUK Parent Serial #	---	(\$32,254.56)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
144ATC	9009A TerrainCut Rough Mower	1	\$132,362.00	24.0%	(\$31,766.88)	\$100,595.12

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
001A	United States /Canada	1	\$0.00	24.0%	\$0.00	\$0.00
0443	All Other Countries (English / Spanish)	1	\$0.00	24.0%	\$0.00	\$0.00
183E	JDLink™ Modem	1	\$0.00	24.0%	\$0.00	\$0.00
9871	ShadePro(TM) Canopy	1	\$2,032.00	24.0%	(\$487.68)	\$1,544.32
Total Base / Options			\$134,394.00		(\$32,254.56)	\$102,139.44
Selling Price Subtotal						\$102,139.44
Total Selling Price			\$134,394.00		(\$32,254.56)	\$102,139.44

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: Deere & Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

\$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

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

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:
Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

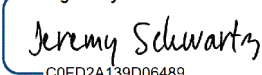
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Deere & Company

Signed by:

 By: C0FD2A139D06489...

 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/29/2025 | 7:20 PM CST

Signed by:

 By: C44230CF47A24D5...

 Jennifer Smith
 Title: Contract Administrator
 Date: 1/29/2025 | 4:20 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name: Deere & Company
Address: 2000 John Deere Run
Cary, NC 27513
Contact: Jennifer Smith
Email: GovContractSupport@JohnDeere.com
Phone: 800-358-5010 2652
Fax: 309-749-2313
HST#: 362382580

Submission Details

Created On: Wednesday October 30, 2024 08:18:25
Submitted On: Tuesday November 26, 2024 10:28:52
Submitted By: Jennifer Smith
Email: GovContractSupport@JohnDeere.com
Transaction #: c2dfa048-0a04-4f03-9f38-1f30eca50e45
Submitter's IP Address: 136.226.3.100

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Deere & Company
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	No other suppliers will execute a master agreement with Sourcewell
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 0XWZ3 UEID Number: FNSWEDARMK53
5	Provide your NAICS code applicable to Solutions proposed.	333111, 333112
6	Proposer Physical Address:	2000 John Deere Run, Cary, NC 27513
7	Proposer website address (or addresses):	www.deere.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Jennifer Smith - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2652
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Jennifer Smith - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2652
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Adrienne Larson, Sr. Strategic Account Manager 10789 S Ridgeview Rd, Olathe, KS 66061 LarsonAdrienneL@JohnDeere.com 913-310-8085

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>We Run For All. We innovate on behalf of humanity. It doesn't matter if you've never driven a tractor, mowed a lawn, or operated a dozer. With our role in helping produce food, fiber, fuel and infrastructure, we work for every single person on the planet.</p> <p>Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith. Today is has grown into a corporation that does business around the world. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere produces intelligent, connected machines and applications that are helping revolutionize the agriculture and construction industries. Our easy-to-use products and solutions deliver results our customers see in the field, on the job site, and in their pockets.</p> <p>Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/ourcompany/deere-&-company-at-a-glance.pdf</p>	*
12	What are your company's expectations in the event of an award?	If awarded, John Deere will be able to offer a wide array of products that fall within the scope of the products requested in this RFP. John Deere will continue to grow its successful partnership and relationship with Sourcewell to provide its members the best option for acquiring our Ground Maintenance Equipment and Related Attachments.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please see Deere & Company's 2023 Annual Report that has been uploaded as part of our proposal.	*
14	What is your US market share for the Solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not Applicable	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>John Deere is a manufacturer (b).</p> <p>John Deere has a dedicated governmental sales department (SABD) based out of Cary, NC. All employees of this group are full time John Deere employees. We have 4 Strategic Account Managers responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process.</p> <p>John Deere has a nationwide dealer network. The dealer network is independently owned and operated businesses. The John Deere dealers will deliver and service the products being offered in the RFP.</p> <p>Upon contract award, the John Deere dealers can become an authorized seller on our contract. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. We do retain the right to sell directly if the dealer does not complete training and accept the contract's terms and conditions.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Deere & Company maintains all licenses and certifications necessary to conduct its business in the United States and Canada.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There are no suspensions or debarments.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>2024</p> <p>World's Most Ethical Companies – Ethisphere Institute World's Most Admired Companies – Fortune World's Best Companies of 2024 – Time Excellence 1000 Index – ranked #9 – Newsweek The Civic 50 Honoree 2024 – Points of Light</p> <p>2023</p> <p>Sourcewell Legacy Award Winner Ranked #3 for Brand Reputation - Axios/Harris Poll 100 World's Most Ethical Companies - Ethisphere Institute America's Best Large Employers - Forbes 100 Most Influential Companies - Times World's Most Admired Companies – Fortune</p> <p>2022</p> <p>World's Most Ethical Companies - Ethisphere Institute 50 Most Community-Minded Companies - The Civic 50 Consumer Electronics Show (CES) Innovation Awards AE50 Awards for Innovation</p> <p>2021</p> <p>World's Most Ethical Companies - Ethisphere Institute Most Admired Companies - Fortune Most Influential Black Corporate Directors for 2021 - Savoy Social Responsibility Award - Fast Company</p> <p>2020</p> <p>World's Most Ethical Companies - Ethisphere Institute Most Innovative Product Engineering Designs - AE50 Awards Best Global Brands - Interbrand Best CES Sustainability Award - GadgetMatch Best Place to Work - Glassdoor</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.	*
22	What percentage of your sales are to the education sector in the past three years?	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts. The full list can be found at www.deere.com.</p> <p>Sales volumes are not publicly shared on any of these contracts.</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>John Deere currently holds GSA, AFNAF and DLA contracts.</p> <p>Sales volumes are not publicly shared on any of these contracts.</p>	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Georgia Procurement	Megan Sheridan	706-542-7083	*
Orange County Procurement	Carlos Corona	714-667-9694	*
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *
26	Sales force.	<p>Our sales force would include both the John Deere Government Sales group and our independent dealer network.</p> <p>John Deere has a dedicated governmental sales department based in Cary NC that focuses 100% of their time on the sales and processing of agriculture and turf equipment purchases to governmental and other public agencies. We have a total of 5 Strategic Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining account managers are responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process.</p> <p>The John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. The dealers would be responsible for delivering and supporting the equipment purchased.</p> <p>In relation to the new Sourcewell Grounds Maintenance contract, the account managers would promote the contract to state purchasing agents who either do not have their own purchasing contract or have product gaps in their contract.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of afterhours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP</p>
28	Service force.	<p>John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of afterhours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>We will have two processes in which Sourcewell members can order products.</p> <ol style="list-style-type: none"> 1. Dealer Direct - John Deere dealers who have completed training and certified by the Government Sales group would be an authorized seller on our contract. The dealer would be able to quote, accept purchase orders and invoice the Sourcewell member directly. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell. 2. Deere Direct - Our dealer network has the ability to quote a Sourcewell member. John Deere would still be the vendor and the PO would still be made out to John Deere. The dealer would upload the quote and PO to the Government Sales Order Processing for audit. Once audited, we will send the dealer confirmation to deliver the equipment. John Deere will invoice the member upon delivery of the product. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The support of the equipment takes place through the John Deere dealer network. While customer service varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers, if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support.</p> <p>As far as the John Deere Government Sales Department, we have an entire department of approximately 25 people dedicated to government sales. This includes an Order Management Team, that within an average of 15 days of submission, audits and processes the PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>John Deere will serve Sourcewell member entities in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States.</p> <p>Equipment Delivery Time After Receipt of Order (ARO) is as follows:</p> <ol style="list-style-type: none"> 1. Grounds Maintenance Equipment - 90 to 365 days after receipt of order. 2. Related Attachment and Accessories - 90 to 365 after receipt of order. 	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member entities in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	John Deere will serve the entire United States, including Alaska and Hawaii, and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	John Deere will serve all Sourcewell member entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere has assigned dealer in Hawaii and Alaska. Factory to dealer freight and local delivery by the dealer will be quoted as a separate line item and paid by the Sourcewell member.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	John Deere will serve all Sourcewell member entity sectors.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>John Deere currently uses several forms of marketing to target the governmental and public customer segment:</p> <ol style="list-style-type: none"> 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. <p>A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>John Deere's public website, www.deere.com, provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing www.deere.com, Sourcewell members would be able to "build-their own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.</p> <p>Through our Marketing Communications group, John Deere is also active promoting our brand and customer relationships on;</p> <ol style="list-style-type: none"> 1. Facebook - www.facebook.com/JohnDeereUSCA 2. Twitter - https://twitter.com/JohnDeere 3. YouTube - https://www.youtube.com/user/JohnDeere 4. Instagram - instagram.com/johndeere
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell, the John Deere Government Sales group and the dealer network will all play a critical role in promoting this new contract. Sourcewell's role will be to continue to promote the John Deere brand to Sourcewell members, so they understand cooperative purchasing and the benefits of becoming a member. John Deere Government sales role will be to promote the Sourcewell contract to the dealer network and properly train dealers on the sales process (quoting, ordering and delivery of products), ensure entities are Sourcewell members and assist nonmembers on how to become a member. The dealers' role will be to partner with the Sourcewell member to identify the correct product and solution based on the application and use of the equipment being purchased. Continued communication between all three areas is critical for success and sales growth with this new contract.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We currently use e-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, e-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the e-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.</p>

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training on equipment operation and safety is provided through the local dealer at the time of delivery. The dealer will provide a walk-around of the equipment and explain operation and maintenance procedures. This training is free of charge and is part of the purchase. If the entity requires additional product, service or technical training, the dealer will provide at a cost agreed to between the dealer and the entity.</p>

42	Describe any technological advances that your proposed Solutions offer.	<p>Recent technological advances that have been introduced include:</p> <ol style="list-style-type: none"> 1. New for 2024, the Q800 QuikTrac Mowers lineup updates the E Series and introduces the all-new M and R Series models with 7Iron PRO Mower Decks. These models deliver features to meet the needs of professional landscape contractors like more powerful engines, proven low maintenance decks, concrete curb clearance, all-day operation without the need to refuel, traction when its needed, comfortable operator platform, and longer warranties. 2. John Deere is working towards connecting all commercial mowers to John Deere Operations Center to enable professional landscape contractors and government agencies to manage their fleets remotely. Select model year 2024 and 2025 mowers include provisions in the wiring harness to simplify field installation of JDLINK M Modem – 4G which connects the mower to Operations Center. 3. Fastback™ PRO Rear-Discharge Mower Deck for the gas and diesel Z900 Ztrak Mowers. The rear-discharge mower deck increases productivity and improves operator comfort without sacrificing cut quality. The rear-discharge design, the chance of damage from objects being thrown from the mower deck is decreased, and minimize the amount of debris blown onto the operator. While allowing the operators to mow closely around fixed objects with either side of the deck. 4. Compact Tractor Quik-Knect™ System Awarded with 2020 AE50 Award. The Quik-Knect System was Named One of This Year's Most Innovative Products in the Food and Agriculture Industry. Quik-Knect prevents twisting or forcing to line-up the splines when attaching rear implements. Developed to help increase operator ease and enhance productivity. Operators slide the tractor and implement connectors together until they click into place. 5. Commercial Walk Behind Mowers Recognized with 2020 AE50 Award. The AE50 awards highlight the most innovative designs in product engineering. The recoil start M Series and electric start R Series Walk Behind Mowers have been a gamechanger for the commercial mowing industry. Redesigned machines directly address the primary customer needs of productivity, operator comfort, weight distribution, and frame clearance. 	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>John Deere continually evaluates and identifies these initiatives and can be found in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/</p> <p>John Deere green initiatives include:</p> <p>By 2026</p> <ol style="list-style-type: none"> 1. Ensure 100% of new Small Ag equipment is connectivity enabled. 2. Offer an electric option in each Turf and Compact Utility Tractor product family. 3. Deliver a fully autonomous, battery-powered electric ag tractor to the market. <p>By 2030</p> <ol style="list-style-type: none"> 1. Achieve 95% recyclable product content. 2. Ensure 65% of product content is sustainable material. 	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include emissions reductions and invest \$4 Million dollars per day in research and development. Third-party initiatives and recognition include:</p> <ol style="list-style-type: none"> 1. Best of CES Sustainability Award (GadgetMatch) 2. 50 Sustainability & Climate Leader (Bloomberg) 3. World's Most Ethical Companies (Ethisphere) 4. John Deere received notification that its emissions reduction targets have been validated by Science Based Targets initiatives (SBTi). 5. John Deere acquires majority ownership in Kreisel Electric. A leading pioneer in the development of immersion-cooled battery technology. <p>John Deere continually evaluates and identifies these initiatives and can be found in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>John Deere is the world's leading manufacturer of agricultural equipment. John Deere also has a strong presence in the construction and forestry industry. John Deere is a major force in the grounds maintenance and commercial landscape equipment industry. John Deere Financial is one of the largest equipment finance companies. John Deere also has the most advanced, well-trained national dealer network. All these attributes reinforce that John Deere is an organization that will provide quality products, and its dealer network will partner and support the Sourcewell participating entities for the long term.</p>	*

46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	John Deere places operator safety first when designing and introducing new safety features. All John Deere equipment - except for machines classified as 'Lawn Tractors' or 'Lawn and Garden tractors' - have a seatbelt and ROPS (external or built into the cab). John Deere riding lawn or garden tractors are all equipped with an auto-shutoff feature. When weight is taken off the seat, the mower or power take off (PTO) will immediately turn off. The tractor will not turn on again until weight is back in the seat. Guards or shields are in place to conceal the fast-moving power take off (PTO) shaft on implements to prevent any injury. John Deere implemented the engagement override valve in all 50 series and newer tractors in the early 1980s, which means the tractor will not move unless the clutch is cycled. The override valve prevents tractors that are left in gear from moving upon startup. Along with the engagement override valve, all John Deere equipment is equipped with a neutral start switch preventing equipment from starting while in gear. The colour-coded system present on all John Deere equipment from 1975 onward, indicates the related function of every switch, lever and other mechanisms. Red is associated with running the machine (key switch, shut off knob, throttle or speed control, and gear shift), black relates to the hydraulics, and yellow correlates with the PTO functions (PTO on/off, PTO speed, etc).
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	John Deere has prioritized ergonomic features while designing our equipment. For the M & R Series commercial walk-behinds, hands were what was considered first when designing the controls on these machines. Hand position is important for minimum fatigue. Levers that didn't need constant force to operate. To slow down or turn, all you need to do is gently squeeze the handles. With ergonomic controls and adjustable seating, operators of all sizes can comfortably handle long hours at the controls. The John Deere Compact Tractors are designed with ergonomic features, including a comfortable seat, controls that are easily within reach, and adjustable steering wheels. Noise reduction is also considered. John Deere tractors are designed to minimize noise and vibration levels, providing a quieter and more comfortable working environment for operators.
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions that are not only more productive and efficient but also minimize the impact on the environment. Some Product Sustainability Goals include: 1. Reduce environment impact, including CO2 emissions on 90% of new products. 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content. Further we have received the following awards: Best Global Brands - Interbrand Top Ten Innovative Companies in U.S. - American Innovation Index World's Most Ethical Companies - Ethisphere Institute
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	The average lifespan of a residential John Deere lawn tractor is 10 years or 5000 hours. The commercial mowers are designed to be used more per week and take more abuse. A John Deere can regularly last four to five times the factory warranty if maintained and used correctly. John Deere equipment includes one copy of the operator's manual upon delivery of the equipment. Other manuals are available for purchase upon request such as the technical and parts manuals. John Deere Warranty terms are limited to years or hours used, whichever comes first, and varies by model. See the LIMITED WARRANTY FOR NEW JOHN DEERE TURF AND UTILITY EQUIPMENT at JohnDeere.com or JohnDeere.ca/TUWarranty for details.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include: 1. Generates economic opportunities for disadvantaged communities. 2. Promotes supply base competition and creates risk mitigation options. 3. Unlocks innovation and diversity of thought. John Deere Government Sales is increasingly setting aside opportunities for small business entities. John Deere Government Sales has partnered with two small business entities to address this gap. Bravo, Inc. and The Akana Group (Akana). Bravo, Inc. is a certified Service-Disabled Veteran Owned Small Business and Akana is an authorized Native American Small Business.
51		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Akana Group (Akana), Akana is an authorized Native American Small Business.
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bravo, Inc. is a certified Service-Disabled Veteran Owned Small Business
56		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Akana Group (Akana), Akana is an authorized Native American Small Business.
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	John Deere's payment terms are Net 30.
60	Describe any leasing or financing options available for use by educational or governmental entities.	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow.
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	John Deere dealers use a quoting system called JDQuote2 which allows them to access the Sourcwell contract held by John Deere and apply the correct discount for equipment on contract. John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcwell members. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. Examples of a Quote and Dealer Agreement are attached.

62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 4% to 24% off Current MSRP.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere will allow Sourced or Open Market items if requested by the Sourcwell member to complete the purchase of John Deere equipment awarded on the contract. Discounts will not be applied to these items. Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcwell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as ‘non-contract’. We successfully use this process on other contracts.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member. The dealer may charge \$8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member. The dealer may charge \$8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Dealers who desire to become an authorized seller of the Sourcewell contract must complete a sales training class to ensure they understand and promote the contract per the Terms and Conditions. The dealers also sign a Dealer Agreement stating, they will abide by the contract Terms and Conditions. This process is conducted and facilitated by our Strategic Account Managers. Sourcewell members who purchase from John Deere will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO) to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will contact the dealer and work with the dealer and the member to get the issue resolved. The Sourcewell contract is assigned a Price Group or Bonus Code that is used capture each sale on a quarterly basis. A quarterly sales report is generated and audited by the Contract Administration group. After the audit and review is completed, the Contract Administration group submits the proper admin fee to Sourcewell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Our Strategic Account Managers have sales goals and will monitor the use of the Sourcewell contract and the sales performance of the dealer groups in their assigned geographic region. Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	John Deere will pay Sourcewell a 1.0% admin fee on sales generated from this new contract. John Deere has been a strategic partner of Sourcewell for 14 years and we are honored to be awarded the Sourcewell Legacy Award in 2023. The Sourcewell contracts we hold are very popular and frequently used by our dealers. The utilization continues to grow and expand.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing offered in this bid is consistent with discounts offered on existing current-priced contracts held by Deere.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>John Deere will offer its complete product offering that fall within the scope of this RFP. Description of the products John Deere will offer include:</p> <ul style="list-style-type: none"> Residential Zero Turn Radius Mowers Lawn Tractors Garden Tractors Equipment for Lawn & Garden Tractors Commercial Walk-Behind Mowers Commercial QuikTrack Mowers Commercial Zero Turn Radius Mowers Commercial Front Mowers Commercial Wide Area Mowers Equipment for Commercial Mowers Compact Utility Tractors Equipment for Compact Utility Tractors Reel Mowers Special Application Mowers Special Application Vehicles Aercore Debris Maintenance Mid-size Crossover Utility Vehicles Full-size Crossover Utility Vehicles Traditional Utility Vehicles HPX Utility Vehicles Frontier Implements and Attachments <p>Our independent dealer network will provide aftermarket services upon request.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>See response to question 75 for categories of equipment John Deere will offer within this RFP. Only Frontier Implements and Attachments would contain further subcategories:</p> <ul style="list-style-type: none"> Frontier: <ul style="list-style-type: none"> -Cutting & Mowing -Hay & Forage -Landscape -Livestock -Material Handling -Planting & Seeding -Snow Equipment -Tillage -Sprayers

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	See uploaded Price Schedule and Price Pages.pdf.
78	Irrigation and aeration equipment, systems, parts, and installation	<input type="radio"/> Yes <input checked="" type="radio"/> No	No bid
79	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	No bid

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Price Pages.zip - Monday November 25, 2024 14:23:36
 - [Financial Strength and Stability](#) - 2023-deere-company-annual-report.pdf - Wednesday November 20, 2024 17:16:04
 - [Marketing Plan/Samples](#) - Marketing Literature Samples.pdf - Wednesday November 20, 2024 17:24:07
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Combined Quote - Dealer Agree - Invoice.pdf - Tuesday November 26, 2024 10:14:33
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Warranty Statement Ag - Turf - Golf.pdf - Tuesday November 26, 2024 10:15:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jennifer Smith, Contract Administrator, Deere & Company

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	<input checked="" type="checkbox"/>	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	<input checked="" type="checkbox"/>	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	<input checked="" type="checkbox"/>	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	<input checked="" type="checkbox"/>	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	<input checked="" type="checkbox"/>	2



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 FC CORPORATION FOR THE 2026 SEASON - WARD 1 AND 4

RECOMMENDATION: Approve.

INFORMATION: The Columbia FC Corporation 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 FC Corporation 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 Corporation 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, Columbia FC Corporation Non-Exclusive Use and Occupancy Permit, Certificate of 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 FC Corporation, whose address is 1918 Sheffield Lane, 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 July 12, 2026, and shall terminate on July 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 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 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 -- COOK SOCCER PARK/Ridley Sports Complex

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

13. ADVERTISING

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

14. POSSESSOR INTEREST AND TAXES

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

15. NON-EXCLUSIVE OCCUPANCY

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

16. COMPLIANCE WITH THE LAW

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

17. INSURANCE

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

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

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

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

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

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

18. EQUAL OPPORTUNITY

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

19. NON-DISCRIMINATION

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

20. DRUG AND ALCOHOL POLICY

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

21. UTILITIES AND SERVICES

The City shall provide all utilities and services required.

22. AMENDMENT TO PERMIT

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

23. PARTIAL INVALIDITY

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

24. GOVERNING LAW

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

25. PROVISIONS REQUIRED BY LAW

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

26. NOTICE

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

PERMITTEE

Columbia FC
c/o, Dustin Butler, President
1918 Sheffield Lane
Columbia, TN. 38401
Phone: (931) 698-4735

CITY

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

27. SPECIAL PROVISIONS

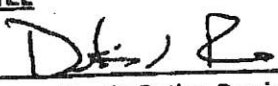
In the event there is any conflict between the following special provisions and any other provisions of this permit, the special provisions shall govern. The special provisions are as follows:

- 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 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 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 
 Dustin Butler, President
 Columbia FC


Date 6/10/2026

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: 6/26/26

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)

7/31/2025

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 LIC #40558248 Player's Health Cover USA Inc. Lifetime Work Edina 200 Southdale Center Edina MN 55435	CONTACT NAME: PHONE (A/C, No, Ext): 612-345-9683 E-MAIL ADDRESS: certificates@playershealth.com FAX (A/C, No):																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B:</td> <td>Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Everest National Insurance Company	10120	INSURER B:	Great American Insurance Company	16691	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																					
INSURED Tennessee State Soccer Association 237 Castlewood Drive, Suite H Murfreesboro TN 37129																					

COVERAGES

CERTIFICATE NUMBER: 209881

REVISION NUMBER: 1

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <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 checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			25Q		8/1/2026	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			E42683	8/1/2025	8/1/2026	PER INJURY LIMIT \$ 100,000

Parts will need to get an updated insurance from Soccer after the Council meeting. Expires 8/1/26

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 FC
 Columbia FC Youth Soccer Activities

CERTIFICATE HOLDER**CANCELLATION**

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 
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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.

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.

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 HONOR MARTIAL ARTS FOR THE 2026 SEASON

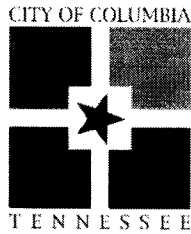
RECOMMENDATION: Approve.

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

Honor Martial Arts and the Columbia Parks and Recreation Department amicably agree on the recommended user fees for each season. The organization will give back 30% of their revenues to the City along with charging the center membership fees for their participants.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report, Honor Martial Arts Non-Exclusive Use and Occupancy Permit, Certificate of 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 Honor Martial Arts, whose address is 150 Front St., Suite 100, Franklin, TN. 37064, 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, The Columbia Aquatics and Recreation Center, hereinafter called "Premises."

2. TERM

The term of this permit shall begin on July 10, 2026 and shall terminate on July 9, 2027, unless sooner terminated as specified herein.

3. PURPOSE

The premises specified in this permit shall be used only for the purposes of providing martial arts and leadership training for families in our community 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 30% of user fees from membership fees monthly 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. **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 assist with routine janitorial services to include litter pick-up, monitoring of rest rooms and cleanliness of training 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. 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.

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 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.

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

Honor Martial Arts
c/o Mark Burns, Owner/Master Instructor
150 Front Street, Suite 100
Franklin, TN. 37064 678-995-4318
masterburns@honorprotraining.com

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 facility.
- 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 facility 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 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.

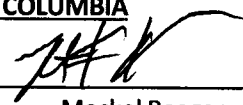
- B. **FOR CONVENIENCE:** Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

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 Mark Burns
 Mark Burns, Owner/Master Instructor
 Honor Martial Arts
 Date 6-15-2026

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: _____

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.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND KEEP MAURY BEAUTIFUL IN THE AMOUNT OF \$8,000

RECOMMENDATION: Approve.

INFORMATION: This contract provides for the payment of \$8,000 to Keep Maury Beautiful, Inc., to support the programs and continued operation of keeping the City of Columbia clean.

CERTIFICATION: The Chief Financial Officer certifies that \$8,000 is budgeted and unencumbered in City Council - Contractual Agreements.

ATTACHMENTS: Staff Report, Keep Maury Beautiful Contract.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF COLUMBIA, TENNESSEE
AND KEEP MAURY BEAUTIFUL, INC.**

THIS CONTRACT is entered into on this the _____ day of _____, 2026, by and between the City of Columbia, Tennessee, (hereinafter referred to as "First Party"), and Keep Maury Beautiful, Inc., (hereinafter referred to as "Second Party");

WITNESSETH:

WHEREAS, Second Party maintains and operates Keep Maury Beautiful, Inc., which promotes the general welfare of the residents of First Party by organizing and running programs to keep the City of Columbia clean; and

WHEREAS, the continued successful operation of Keep Maury Beautiful, Inc., serves a public purpose beneficial to all the residents of First Party; and

WHEREAS, this contract and the services to be performed hereunder are deemed by First Party to be unique and in the form of a professional service contract.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

1. First Party agrees to pay to Second Party the sum of Eight Thousand Dollars (\$8,000) to support the programs and continued operation of Second Party and ensure that the First Party's residents continue to receive the services provided by Second Party.
2. Prior to receipt of such money, Second Party shall send a detailed request specifying the proposed use of such funds in writing to First Party. Thereafter, Second Party shall provide a detailed financial report showing where such moneys were spent.
3. The term of this Contract shall be for one (1) year and shall commence on the 1st day of July 2026 and shall continue until the 30th day of June 2027.
4. On or before May 1st of each year, Second Party shall submit a budget to First Party for Second Party's current budget year and shall submit a copy of the next budget year upon its adoption.

5. The parties covenant that no person shall be excluded on the grounds of race, color, age, sex, handicap, or national origin from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms or conditions of this Contract.

6. In the event of default by either party hereto, the non-defaulting party shall be entitled to an immediate cancellation of the terms and obligations of this Contract and to any other remedies allowed by a court of competent jurisdiction.

7. This contract, and the rights and obligations hereunder, shall not be assigned by Second Party, without the written consent of First Party.

8. This agreement contains the entire agreement between the parties and cannot be amended, except in writing signed by both parties.

9. If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable by a court of law, the remaining provisions of this Contract are severable and shall not be affected thereby and each remaining term or provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

WITNESS THE PARTIES HANDS AND SEALS the day and date first above written.

ATTEST:

CITY RECORDER

CITY OF COLUMBIA, TENNESSEE

By: _____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

KEEP MAURY BEAUTIFUL, INC.

By: _____
Its: _____

APPROVED AS TO LEGAL FORM:



JAKE HUBBELL, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE CONTRACTUAL AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE CITY OF COLUMBIA AND MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE IN THE AMOUNT OF \$140,000

RECOMMENDATION: Approve.

INFORMATION: The purpose of this contract is for the Maury County Chamber and Economic Alliance to promote economic development and perform certain economic development services for the benefit of the City of Columbia. This agreement is in the amount of \$140,000 for a one-year term.

The contract calls for quarterly payments to the Maury County Chamber and Economic Alliance contingent upon quarterly presentation to the City Council.

CERTIFICATION: The Chief Financial Officer certifies that \$140,000 is budgeted and unencumbered in City Council - Contractual Agreements.

ATTACHMENTS: Staff Report, Maury County Chamber and Economic Alliance Contract.

**CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN
THE CITY OF COLUMBIA, TENNESSEE AND
MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE**

THIS CONTRACT is entered into on this the _____ day of _____, 2026, by and between the City of Columbia, Tennessee, (hereinafter called "First Party"), and Maury County Chamber and Economic Alliance, a Tennessee Non-Profit Organization, (hereinafter called "Second Party").

RECITALS:

- I. First Party intends and desires to contract with Second Party to promote the economic development of the City of Columbia, Tennessee.
- II. First Party desires to contract with Second Party to increase the revenue of First Party and its inhabitants and to provide employment for them by attracting, developing, retaining and encouraging business and industry and creating quality jobs. Therefore, both economic development and this contract serve a public purpose beneficial to all the citizens of First Party, in promoting the general health, safety, and welfare of the citizens of First Party.
- III. First Party makes this contract for the additional purpose of establishing a long-term relationship with Second Party and promoting continuity and stability for economic development programs within First Party.
- IV. This contract and the services to be performed hereunder are deemed by First Party to be unique and in the form of a professional services contract.
- V. This contract and Columbia' s investment commitment hereto contemplates similar investment from the other members of Second Party in cooperation to accomplish the purposes hereinbefore stated and economic development for all the members of such Second Party.
- VI. Second Party is a non-profit corporation comprised of public and private members. Present public members are: Maury County, Tennessee and the City of Columbia, Tennessee.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue

to the parties, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. **Engagement of Maury County Chamber and Economic Alliance.**

First Party contracts with Second Party for Second Party to perform certain economic development services for the benefit of First Party. Second Party accepts such engagement pursuant to the terms and conditions set forth herein. The purpose of this contract is for Second Party to promote the economic development of First Party by, including but not limited to, advertising First Party to potential new industries, creating new jobs, attracting new businesses to First Party, retaining existing jobs, creating additional jobs by the expansion of existing industry, and providing such capital improvements that may be required to locate such new industries or to retain or expand existing industries. Second Party shall use its good faith and best efforts to fulfill the following work, goals, and priorities within the limits of its budget:

- (a) Develop and implement a mission statement, goals, and work plan for comprehensive economic development for First Party.
- (b) Attract new and higher paying jobs for the citizens of First Party.
- (c) Facilitate expansion and job growth in existing industries located in First Party.
- (d) Develop, package and recommend local incentives to enhance the creation of new jobs in First Party.
- (e) Raise per capita income and median household income in First Party.
- (f) Develop and initiate retail expansion in First Party.

2. **Term.** This contract shall commence on the 1st day of July 2026 and shall continue until the 30th day of June 2027. The total amount of this contract is One Hundred Forty Thousand Dollars (\$140,000). First Party shall make payment to the Second Party in four equal amounts of Thirty-Five Thousand Dollars (\$35,000) contingent upon quarterly presentations by the Second Party to the First Party and delivery of invoices to the First Party. Payment shall be made within thirty (30) days of the receipt of said invoices. This appropriation from Columbia shall be allocated to carry out the goals, priorities and plans outlined above.

3. **Budget.** On or before May 1st of each year, Second Party shall submit a budget to First Party for the Second Party's current budget year and shall submit a copy of the next budget year upon its adoption by Second Party.

4. **Contingency.** The parties hereto contemplate that each of the members forming the Second Party will provide budgeting each year. First Party's obligation hereunder is contingent upon the commitment and compliance of the other public members. Failure of Second Party to collect the other public members' contributions entitles First Party to a refund of its contribution for such fiscal year.

5. **Independence of Maury County Chamber and Economic Alliance.** Second Party is a separate legal entity subject to direction and control by its directors and/or officers, and First Party enters into this contract accordingly. All persons working for Second Party shall be employees of Second Party and shall not be considered employees of First Party. The hiring, discharge, supervision, compensation and management of the employees of Second Party who provide service under this contract, as well as the conditions of employment and job descriptions with respect to all such employees of Second Party, shall be within the sole discretion of Second Party.

6. **Delegation of Authority.** Neither by this agreement, nor by its membership in Second Party does First Party delegate any authority to make decisions for the City of Columbia, nor to take any actions the City of Columbia is authorized to take. Second Party's powers and purposes by virtue hereof are pursuant to the terms previously outlined herein with Second Party having no decision-making authority in relation to the governing operations of the City of Columbia. Second Party has no authority to obligate First Party or any of its funds outside the use of the annual appropriation specified above. The payment of any additional funds on behalf of First Party shall be solely at the discretion of First Party.

7. **Non-Discrimination.** The parties covenant that no person shall be excluded on the grounds of race, color, age, sex, handicap or national origin from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms or conditions of this contract.

8. **Compliance with Laws.** Second Party shall conduct its business under the terms of this contract in such a manner that it does not violate the laws of the United States, the State of Tennessee, or any local laws or regulations applicable to the conduct of its operations under the terms of this contract.

9. **Default.** In the event of default by either party hereto, the non-defaulting party shall be entitled to an immediate cancellation of the terms and obligations of this agreement and to any other remedies allowed by a court of competent jurisdiction.

10. **Severability.** If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, other than those terms or provisions which are held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

WITNESS THE PARTIES HANDS AND SEALS this day and date first above written.

ATTEST:

CITY RECORDER

CITY OF COLUMBIA,
TENNESSEE

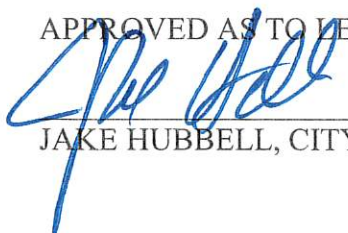
By: _____
CHARLES (CHAZ) M. MOLDER,
MAYOR

WITNESS:

MAURY COUNTY CHAMBER AND
ECONOMIC ALLIANCE

By: _____
PRESIDENT

APPROVED AS TO LEGAL FORM:



JAKE HUBBELL, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND MAURY COUNTY REGIONAL AIRPORT AUTHORITY IN THE AMOUNT OF \$10,000

RECOMMENDATION: Approve.

INFORMATION: This contract provides for the City of Columbia to provide \$10,000 to support the maintenance and continued operation of the Maury County Regional Airport.

CERTIFICATION: The Chief Financial Officer certifies that \$10,000 is budgeted and unencumbered in City Council - Contractual Agreements.

ATTACHMENTS: Staff Report, Maury County Regional Airport Authority Contract.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF COLUMBIA, TENNESSEE
AND THE MAURY COUNTY REGIONAL AIRPORT AUTHORITY**

THIS CONTRACT is entered into on this the ____ day of _____, 2026, by and between the City of Columbia, Tennessee, (hereinafter referred to as “First Party”), and the Maury County Regional Airport Authority, (hereinafter referred to as “Second Party”);

WITNESSETH:

WHEREAS, Second Party maintains and operates the Maury County Regional Airport Authority, which promotes the general welfare of the residents of First Party and aids in the economic development of First Party; and

WHEREAS, the continued successful operation of the Maury County Regional Airport Authority serves a public purpose beneficial to all the residents of First Party; and

WHEREAS, this contract and the services to be performed hereunder are deemed by First Party to be unique and in the form of a professional service contract.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

1. First Party agrees to pay to Second Party the sum of Ten Thousand Dollars (\$10,000) to support Second Party’s maintenance and continued operation of the Maury County Regional Airport Authority for the benefit of First Party’s residents and the economic development of First Party.

2. Prior to receipt of such money, Second Party shall send a detailed request specifying the proposed use of such funds in writing to First Party. Thereafter, Second Party shall provide a detailed financial report showing where such moneys were spent.

3. The term of this Contract shall be for one (1) year and shall commence on the 1st day of July 2026 and shall continue until the 30th day of June 2027.

4. On or before May 1st of each year, Second Party shall submit a budget to First Party for Second Party’s current budget year and shall submit a copy of the next budget year upon its adoption.

5. The parties covenant that no person shall be excluded on the grounds of race, color, age, sex, handicap, or national origin from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms or conditions of this Contract.

6. In the event of default by either party hereto, the non-defaulting party shall be entitled to an immediate cancellation of the terms and obligations of this Contract and to any other remedies allowed by a court of competent jurisdiction.

7. This contract, and the rights and obligations hereunder, shall not be assigned by Second Party, without the written consent of First Party.

8. This agreement contains the entire agreement between the parties and cannot be amended, except in writing signed by both parties.

9. If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable by a court of law, the remaining provisions of this Contract are severable and shall not be affected thereby and each remaining term or provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

WITNESS THE PARTIES HANDS AND SEALS the day and date first above written.

ATTEST:

CITY OF COLUMBIA, TENNESSEE

CITY RECORDER

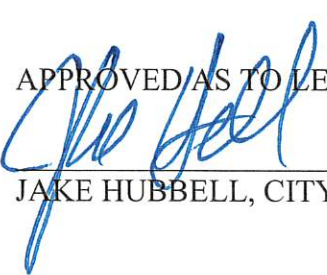
By: _____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

MAURY COUNTY REGIONAL
AIRPORT AUTHORITY

By: _____
Its: _____

APPROVED AS TO LEGAL FORM:



JAKE HUBBELL, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND MAURY COUNTY SENIOR CITIZENS CENTER, INC. IN THE AMOUNT OF \$58,000

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia Human Resource Department was abolished in 2002 and one of the former City employees became an employee of the Senior Citizens with the agreement that the City of Columbia would continue to pay the employee's annual salary. The length of this contract is for one-year and in the amount of \$58,000 for the employee's salary and for general support of Maury County Senior Citizens Center, Inc., whose services promote the general welfare of the residents of Columbia.

CERTIFICATION: The Chief Financial Officer certifies that \$58,000 is budgeted and unencumbered in City Council - Contractual Agreements.

ATTACHMENTS: Staff Report, Maury County Senior Citizens Contract.

**CONTRACT BETWEEN THE CITY OF COLUMBIA, TENNESSEE AND
MAURY COUNTY SENIOR CITIZENS CENTER, INC.**

This contract is hereby entered into by and between the City of Columbia, Tennessee, hereinafter referred to as "First Party", and Maury County Senior Citizens Center, Inc., hereinafter referred to as "Second Party".

WHEREAS, the City of Columbia temporarily abolished its Human Resources Department and one of such department's former employees became an employee of Second Party with the agreement that First Party would continue to pay said employee's salary; and

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated authorizes municipalities to appropriate funds for the financial aid of certain non-profit organizations which provide year-round services benefiting the general welfare of the residents of the municipality and also provide for the economic development, social welfare and/or common good of such municipality's residents; and

WHEREAS, Maury County Senior Citizens Center, Inc., is a non-profit organization whose year-round services benefit the general welfare of the residents of this municipality;

NOW THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. First Party agrees to pay to Second Party Fifty-Eight Thousand and 00/100 Dollars (\$58,000), for the 2026-2027 salary, fringe benefits, cost of living raise of the Assistant Director of Second Party and for general operations and supplies of Second Party, a non-profit organization whose year-round services benefit the general welfare of the residents of this municipality.
2. Said funds of Fifty-Eight Thousand Dollars (\$58,000) shall be paid on or before August 1, 2026.
3. Prior to receipt of such money, Second Party shall send a detailed request specifying the proposed use of such funds in writing to First Party. Thereafter, Second Party shall provide a detailed financial report showing where such moneys were spent.
4. The term of this Contract shall be for one (1) year and shall commence on the 1st day of July 2026 and shall continue until the 30th day of June 2027.

5. On or before May 1st of each year, Second Party shall submit a budget to First Party for Second Party's current budget year and shall submit a copy of the next budget year upon its adoption.

6. The parties covenant that no person shall be excluded on the grounds of race, color, age, sex, handicap, or national origin from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms or conditions of this Contract.

7. In the event of default by either party hereto, the non-defaulting party shall be entitled to an immediate cancellation of the terms and obligations of this Contract and to any other remedies allowed by a court of competent jurisdiction.

8. This contract, and the rights and obligations hereunder, shall not be assigned by Second Party, without the written consent of First Party.

9. This agreement contains the entire agreement between the parties and cannot be amended, except in writing signed by both parties.

10. If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable by a court of law, the remaining provisions of this Contract are severable and shall not be affected thereby and each remaining term or provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

ENTERED into this the _____ day of _____, 2026.

ATTEST:

CITY OF COLUMBIA, TENNESSEE

CITY RECORDER

By: _____
CHARLES (CHAZ) M. MOLDER,
MAYOR

ATTEST:

MAURY COUNTY SENIOR
CITIZENS CENTER, INC.

By: _____
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM:



JAKE HUBBELL, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND TENNESSEE REHABILITATION CENTER AT COLUMBIA IN THE AMOUNT OF \$17,000

RECOMMENDATION: Approve.

INFORMATION: This contract provides for the payment of \$17,000 to Tennessee Rehabilitation Center at Columbia for the purpose of training and assisting Columbia's residents in finding vocational opportunities.

CERTIFICATION: The Chief Financial Officer certifies that \$17,000 is budgeted and unencumbered in City Council - Contractual Agreements.

ATTACHMENTS: Staff Report, Tennessee Rehabilitation Center Contract.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF COLUMBIA, TENNESSEE
AND TENNESSEE REHABILITATION CENTER AT COLUMBIA**

THIS CONTRACT is entered into on this the _____ day of _____, 2026, by and between the City of Columbia, Tennessee, (hereinafter referred to as "First Party"), and the Tennessee Rehabilitation Center at Columbia, (hereinafter referred to as "Second Party");

WITNESSETH:

WHEREAS, Second Party maintains and operates the Tennessee Rehabilitation Center at Columbia, which promotes the general welfare of the residents of First Party by training residents and assisting them in finding vocational opportunities; and

WHEREAS, the continued successful operation of the Tennessee Rehabilitation Center at Columbia serves a public purpose beneficial to all the residents of First Party; and

WHEREAS, this contract and the services to be performed hereunder are deemed by First Party to be unique and in the form of a professional service contract.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

1. First Party agrees to pay to Second Party the sum of Seventeen Thousand Dollars (\$17,000) to support Second Party's maintenance and continued operation of the Tennessee Rehabilitation Center at Columbia and to ensure that First Party's residents continue to receive the services provided by Second Party.

2. Prior to receipt of such money, Second Party shall send a detailed request specifying the proposed use of such funds in writing to First Party. Thereafter, Second Party shall provide a detailed financial report showing where such moneys were spent.

3. The term of this Contract shall be for one (1) year and shall commence on the 1st day of July 2026 and shall continue until the 30th day of June 2027.

4. On or before May 1st of each year, Second Party shall submit a budget to First Party for Second Party's current budget year and shall submit a copy of the next budget year upon its adoption.

5. The parties covenant that no person shall be excluded on the grounds of race, color, age, sex, handicap, or national origin from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms or conditions of this Contract.

6. In the event of default by either party hereto, the non-defaulting party shall be entitled to an immediate cancellation of the terms and obligations of this Contract and to any other remedies allowed by a court of competent jurisdiction.

7. This contract, and the rights and obligations hereunder, shall not be assigned by Second Party, without the written consent of First Party.

8. This agreement contains the entire agreement between the parties and cannot be amended, except in writing signed by both parties.

9. If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable by a court of law, the remaining provisions of this Contract are severable and shall not be affected thereby and each remaining term or provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

WITNESS THE PARTIES HANDS AND SEALS the day and date first above written.

ATTEST:

CITY OF COLUMBIA, TENNESSEE

CITY RECORDER

By: _____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

TENNESSEE REHABILITATION
CENTER AT COLUMBIA

By: _____
Its: _____

APPROVED AS TO LEGAL FORM:



JAKE HUBBELL, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 26-41 - A RESOLUTION TO ACCEPT THE PUBLIC STREET AND DRAINAGE IMPROVEMENTS SERVING COLUMBIA ROCK ROAD FOR OWNERSHIP AND MAINTENANCE.

RECOMMENDATION: Approve Resolution No. 26-41

INFORMATION: This Resolution refers to the acceptance of the public street and drainage improvements serving Columbia Rock Road for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the public street and drainage improvements.

CERTIFICATION:

ATTACHMENTS: Resolution 26-41, Final Acceptance Request and Final Plat for Columbia Rock Road.

A RESOLUTION TO ACCEPT THE PUBLIC STREET AND DRAINAGE IMPROVEMENTS SERVING COLUMBIA ROCK ROAD FOR OWNERSHIP AND MAINTENANCE

WHEREAS, The City of Columbia, has been requested to accept the public street and drainage improvements serving Columbia Rock Road, for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said streets and drainage improvements and has determined that said public street and drainage improvements serving Columbia Rock Road has met 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 street and drainage improvements serving Columbia Rock Road.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 9th day of July, 2026.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL - CITY ATTORNEY



May 18, 2026

VIA EMAIL – gharper@columbiatn.gov

Mr. Glenn Harper, P.E.
City Engineer
City of Columbia
City Hall, 700 North Garden Street
Columbia, Tennessee 38401

RE: Request for Final Acceptance – Columbia Rock Rd Improvements and Traffic Signal

Dear Mr. Harper:

Pursuant to the preliminary acceptance granted by the City of Columbia on July 16, 2025, Vulcan Materials Company is formally requesting final acceptance of the road improvements and traffic signal located at the intersection of Columbia Rock Rd and Nashville Hwy.

The required 12-month maintenance period will conclude July 16, 2026. The improvements have been and will continue to be maintained until that date in accordance with City standards, and all previously identified items have been addressed. This formal request for final acceptance is intended to initiate the Development Services Department's preparation of a resolution for City Council approval on July 9, 2026.

Upon final acceptance, we further request the full release of the remaining surety (Letter of Credit No. 75001205) currently held in the amount of \$150,000.00.

Thank you for your assistance throughout this project. Please feel free to contact me at 404-434-6023 or at landrumc@vmcmail.com should you require additional information or have further questions.

Respectfully,

A handwritten signature in black ink that reads "Carol Landrum".

Carol Landrum
Manager of Government and Community Relations

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R2424, Page 89, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date: International Church of the Foursquare Gospel
Title (if acting for partnership or corporation) and Printed Name:

CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME, STREET NAMES, AND STREET SIGNS

Date: Maury County E-911
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

Date: Director of Wastewater Department
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF WATER SYSTEM

Date: Columbia Power & Water Systems
Columbia, TN

CERTIFICATE OF COMPLIANCE

Date: City Engineer
Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR RECORDING

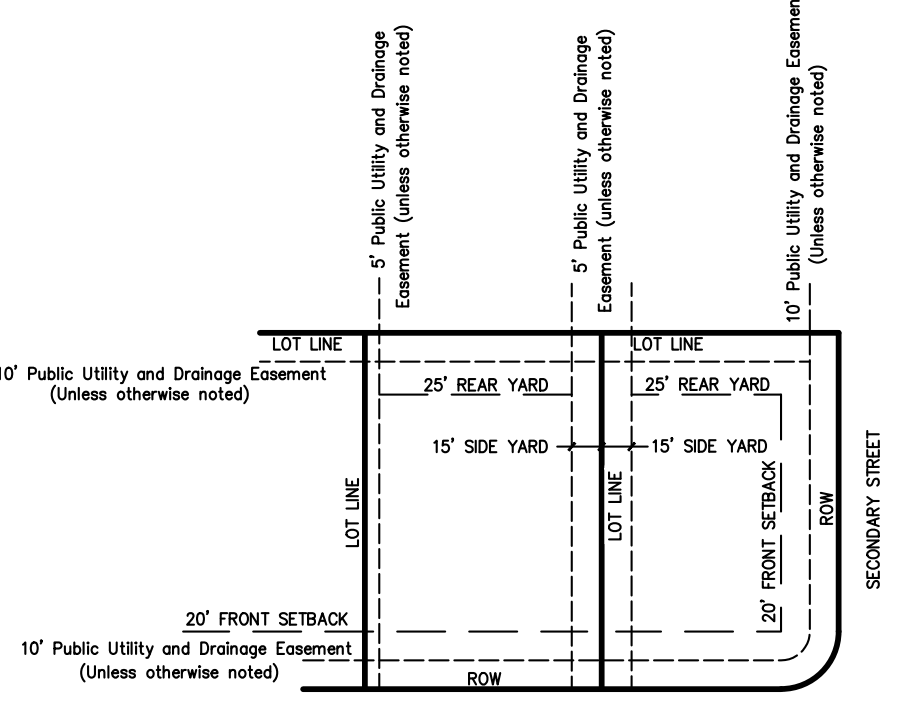
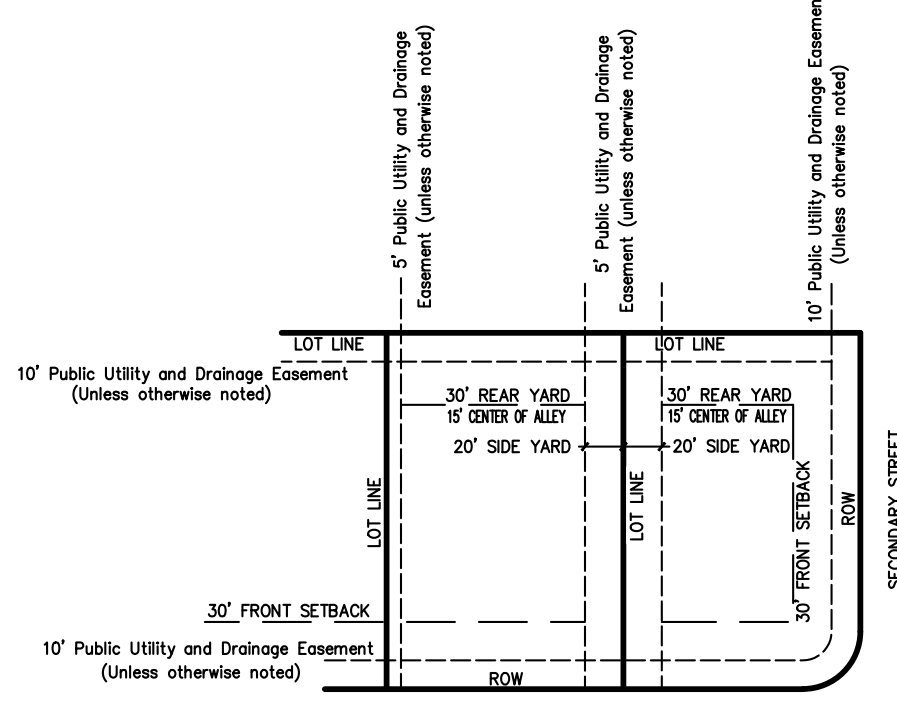
I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register:

Date: Secretary, Planning Commission

SURVEYOR'S CERTIFICATION (TENNESSEE)

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon, that this is a category "TV" Land Survey as defined in Title 62, Chapter 16, Tennessee Code Annotated.

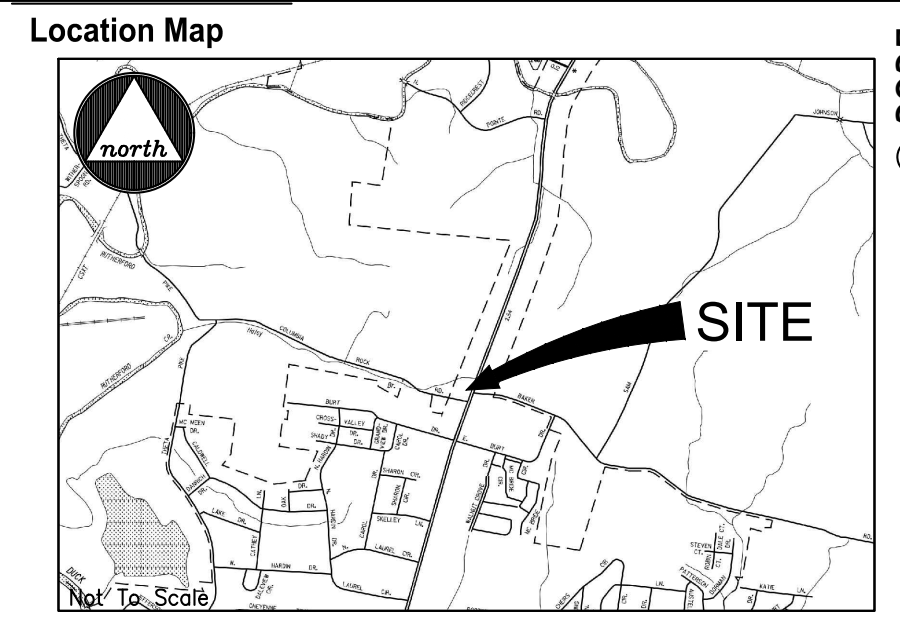
Date: 2/10/26
Allen B. O'Leary
TN RLS #1987
Number



SUBDIVISION TYPICAL LOT LAYOUT CD-2

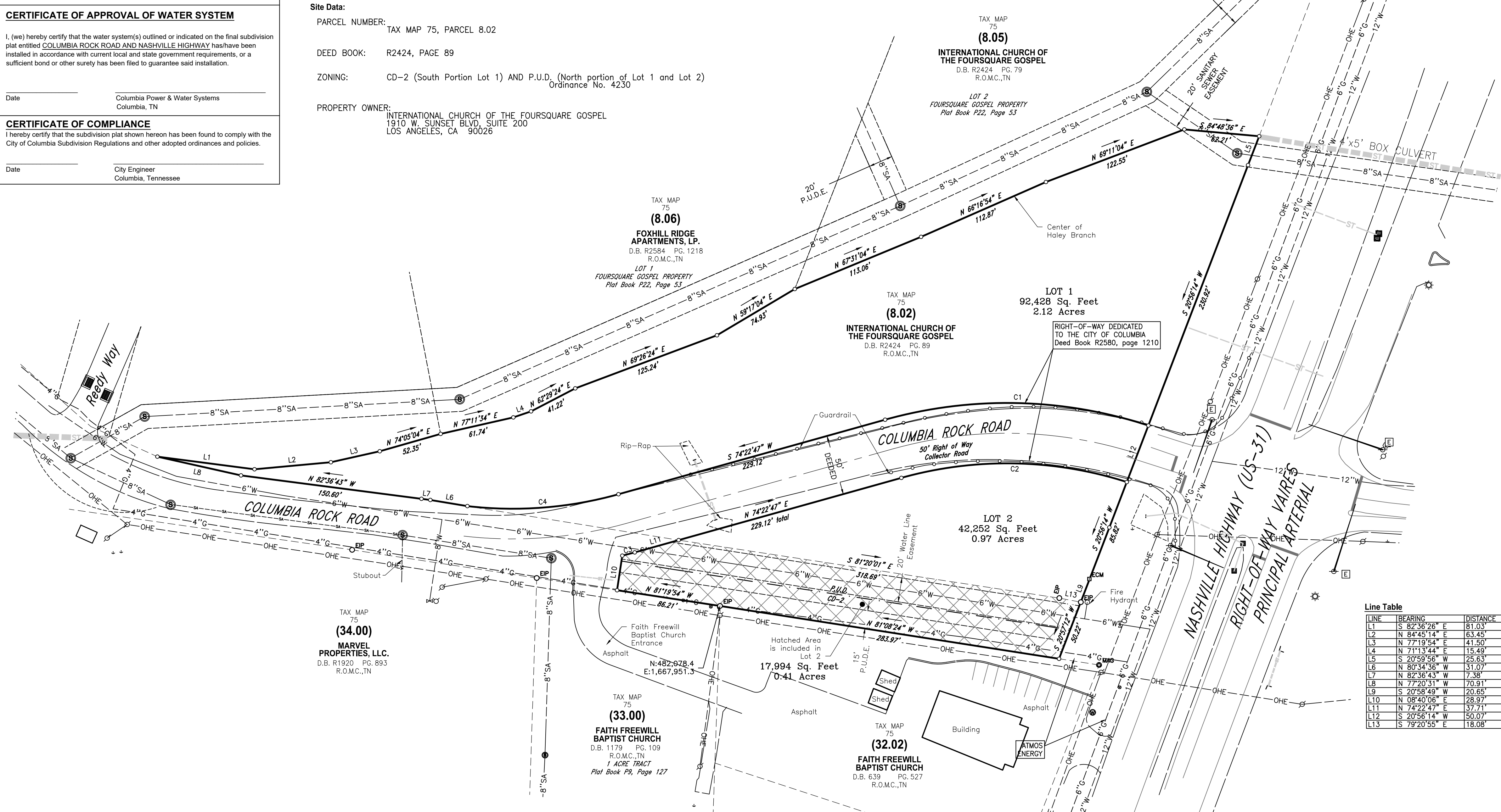
SUBDIVISION TYPICAL LOT LAYOUT P.U.D.

PURPOSE NOTE: The purpose of this plat is to create 2 lots of record from the re-aligned Columbia Rock Road.



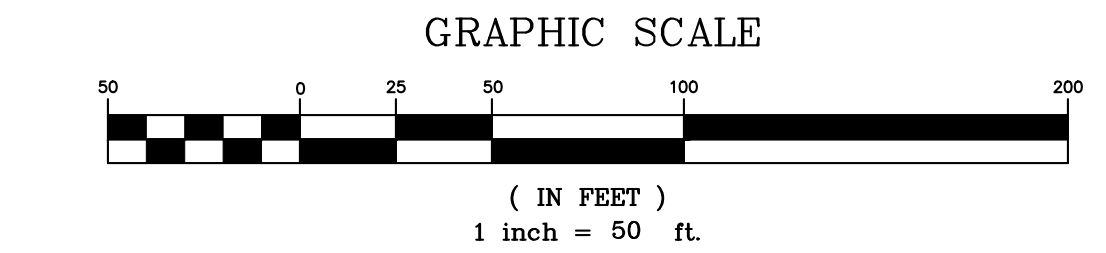
Surveyor's Notes

- 1. All distances measured with E.D.M. equipment and have been adjusted for temperature and pressure...
2. The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category IV...
3. Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey...
4. Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey...
5. The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulation as interpreted and regulated by the Department of Planning and Codes.
6. The area of the parcels as shown hereon is 3.09 Acres.
7. This property currently identified as Tax Map No. 075, Parcel No. 008.02, Maury County. For designation shown thus () indicates Parcel Numbers for said map.
8. Plat reference: n/o
9. Deed reference: Book R2424, Page 89
10. Bearings based on: Tennessee State Plane, NAD83.
11. This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
12. This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
13. This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certification does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
14. The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
15. The certification is not an expressed or implied warranty or guarantee.
16. This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 47190C0170E, dated April 16, 2007, and shown hereon graphically.
17. All public utility and drainage easements located on proposed lots are to be maintained by the individual property owner for said lot.
18. All property corners are 1/2" rebar with cap reading "WES 1987" unless otherwise noted.

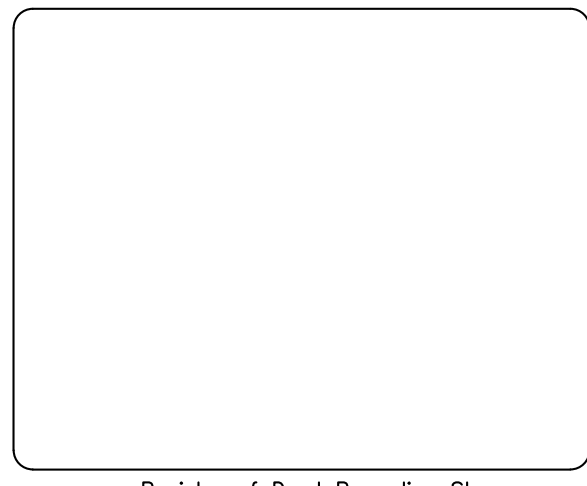


Line Table with columns: LINE, BEARING, DISTANCE. Rows L1 through L13.

Curve Table with columns: CURVE, ARC LENGTH, RADIUS, DELTA ANGLE, CHORD BEARINGS, CHORD LENGTH. Rows C1 through C4.



- Legend: Iron Rod/Pipe Found, Fire Hydrant, Area Drain, Gas Valve, Handicap Parking, Adjoining Property Line, Edge of Water, OHE - Overhead Electric Line, etc.



Vertical sidebar containing WES logo, client information (International Church of the Foursquare Gospel), project title (FINAL PLAT), date (2-10-2026), and page number (1 of 1).



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 26-42 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 26-42.

INFORMATION: The City Recorder is presenting tax corrections through 6/16/2026 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

CERTIFICATION:

ATTACHMENTS: Staff Report for Resolution 26-42; Resolution No. 26-42; Resolution No. 26-42 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

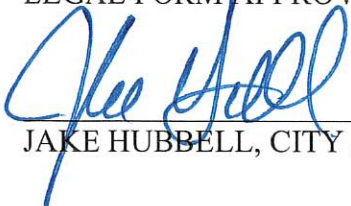
COLUMBIA, TENNESSEE, this the _____ day of _____, 2026.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

TAX CORRECTIONS – EXHIBIT A
RESOLUTION NO. 26-42

1. REFUND PARTIAL 2025 PROPERTY TAX IN THE NAME OF WHITE JAMES CHEVY. MAP 099I F 024.00, 1606 BAILEY ST. PROPERTY VALUE FROM \$68,600.00 TO \$44,300.00, ASSESSED VALUE FROM \$17,150.00 TO \$11,075.00 AND TAXES FROM \$142.00 TO \$92.00. REFUND OF \$50.00 DUE TO A STRUCTURE WAS REMOVED IN JUNE 2025 PER MAURY COUNTY TAX ASSESSOR.
2. REFUND PARTIAL 2025 PROPERTY TAX IN THE NAME OF WAL-MART REAL ESTATE. MAP 100N H 021.00, 2200 BROOKMEADE DR. PROPERTY VALUE FROM \$15,250,000 TO \$13,934,000.00, ASSESSED VALUE FROM \$6,100,000.00 TO \$5,573,600.00 AND TAXES FROM \$50,331.00 TO \$45,988.00. REFUND OF \$4,343.00 PLUS INTEREST OF \$127.58, FOR A TOTAL REFUND OF \$4,470.58 DUE TO APPROVAL OF APPEAL THAT ASSESSOR’S VALUE EXCEEDS MARKET VALUE PER STATE BOARD OF EQUALIZATION.
3. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF WAL-MART REAL ESTATE. MAP 100N H 021.00, 2200 BROOKMEADE DR. PROPERTY VALUE FROM \$15,250,000 TO \$13,934,000.00, ASSESSED VALUE FROM \$6,100,000.00 TO \$5,573,600.00 AND TAXES FROM \$50,331.00 TO \$45,988.00. REFUND OF \$4,343.00 PLUS INTEREST OF \$402.63, FOR A TOTAL REFUND OF \$4,745.63 DUE TO APPROVAL OF APPEAL THAT ASSESSOR’S VALUE EXCEEDS MARKET VALUE PER STATE BOARD OF EQUALIZATION.
4. REFUND PARTIAL 2025 PROPERTY TAX IN THE NAME OF ROSEWOOD LONG TERM FACILITIES INC. MAP 100J D 029.07, 1400 ROSEWOOD DR. PROPERTY VALUE FROM \$2,538,000 TO \$2,348,200.00, ASSESSED VALUE FROM \$1,015,440.00 TO \$939,280.00 AND TAXES FROM \$8,378.00 TO \$7,750.00. REFUND OF \$628.00 PLUS INTEREST OF \$18.45, FOR A TOTAL REFUND OF \$646.45 DUE TO APPROVAL OF APPEAL THAT ASSESSOR’S VALUE EXCEEDS MARKET VALUE PER STATE BOARD OF EQUALIZATION.

5. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF ROSEWOOD LONG TERM FACILITIES INC. MAP 100J D 029.07, 1400 ROSEWOOD DR. PROPERTY VALUE FROM \$2,538,000 TO \$2,348,200.00, ASSESSED VALUE FROM \$1,015,440.00 TO \$939,280.00 AND TAXES FROM \$8,378.00 TO \$7,750.00. REFUND OF \$628.00 PLUS INTEREST OF \$58.23, FOR A TOTAL REFUND OF \$686.23 DUE TO APPROVAL OF APPEAL THAT ASSESSOR'S VALUE EXCEEDS MARKET VALUE PER STATE BOARD OF EQUALIZATION.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NOS. 26-43 THROUGH 26-51- RESOLUTIONS AUTHORIZING APPROPRIATIONS FOR FINANCIAL AID TO NON-PROFIT ORGANIZATIONS WHOSE SERVICES BENEFIT THE GENERAL WELFARE OF THE RESIDENTS OF THE CITY OF COLUMBIA IN ACCORDANCE WITH TCA SECTION 6-54-111

RECOMMENDATION: Approve Resolutions No. 26-43 through 26-51.

INFORMATION: Resolution No. 26-43 – Authorizing an appropriation of \$5,000 to Kid’s Place to support general operations and services.

Resolution No. 26-44 – Authorizing an appropriation of \$10,000 to the Boys and Girls Club of Maury County to support general operations and services.

Resolution No. 26-45- Authorizing an appropriation of \$3,000 to James K. Polk Memorial Association to promote tourism, educational activities, support general operations and services.

Resolution No. 26-46 – Authorizing an appropriation of \$5,000 to Center of Hope to support general operations and services.

Resolution No. 26-47– Authorizing an appropriation of \$56,000 to Rose Hill/Rosemont Cemetery to support general operations and services.

Resolution No. 26-48 - Authorizing an appropriation of \$5,000 to Maury County Harvest Share Food Pantry to support general operations and services.

Resolution No. 26-49 – Authorizing an appropriation of \$6,550 to South Central Human Resources Agency to support general operations and services.

Resolution No. 26-50 – Authorizing an appropriation of \$3,000 to Columbia Cares, to support agency operational expenses and services.

Resolution No. 26-51 – Authorizing an appropriation of \$5,000 to the Family Center, to support general operations and services.

CERTIFICATION: The Chief Financial Officer certifies that \$98,550 is budgeted and unencumbered in City Council - Special Appropriations.

ATTACHMENTS: Staff Report, Resolutions No. 26-43 through 26-51.

**RESOLUTION TO PROVIDE FUNDING TO ASSIST
KID'S PLACE, A NONPROFIT ORGANIZATION**

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated authorizes municipalities to appropriate funds for the financial aid of certain nonprofit organizations which provide year-round services promoting the general welfare of the residents of the municipality; and

WHEREAS, Kid's Place is a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality; and

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated requires that appropriate notice be published in a newspaper of general circulation in the municipality of the intent to make an appropriation to a nonprofit organization specifying the intended amount of appropriation and the purposes for which the appropriation will be spent and that the municipal legislative body must approve the appropriation at one (1) regularly scheduled meeting.

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

Section 1: The City Council hereby appropriates the sum of Five Thousand (\$5,000) Dollars for the financial aid of Kid's Place, a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality.

Section 2: Such funds are hereby appropriated by the City of Columbia for use by Kid's Place, and shall be spent for the following purpose: to support general operations and services.

All such funds shall be used to promote the general welfare of the residents of the City of Columbia.

Section 3: Kid's Place shall comply with all requirements of Section 6-54-111 of the Tennessee Code Annotated, particularly with regard to submission of an annual report of its business affairs and transactions and the proposed use of the municipal assistance.

Section 4: Pursuant to Section 6-54-111 of the Tennessee Code Annotated, notice has been run in a newspaper of general circulation in this municipality of the intent to make an appropriation to a nonprofit organization, specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

Section 5: This resolution shall take effect upon its passage at one (1) regularly scheduled meeting, the public welfare requiring it.

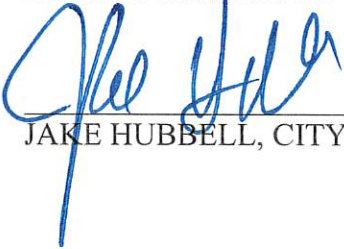
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this _____ day of _____, 2026.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

**RESOLUTION TO PROVIDE FUNDING TO
ASSIST BOYS AND GIRLS CLUB OF MAURY COUNTY, INC.,
A NONPROFIT ORGANIZATION**

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated authorizes municipalities to appropriate funds for the financial aid of certain nonprofit organizations which provide year-round services promoting the general welfare of the residents of the municipality; and

WHEREAS, Boys and Girls Club of Maury County, Inc., is a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality; and

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated requires that appropriate notice be published in a newspaper of general circulation in the municipality of the intent to make an appropriation to a nonprofit organization specifying the intended amount of appropriation and the purposes for which the appropriation will be spent and that the municipal legislative body must approve the appropriation at one (1) regularly scheduled meeting.

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

Section 1: The City Council hereby appropriates the sum of Ten Thousand (\$10,000) Dollars for the financial aid of Boys and Girls Club of Maury County, Inc., a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality.

Section 2: Such funds are hereby appropriated by the City of Columbia for use by Boys and Girls Club of Maury County, Inc., and shall be spent for the following purpose: to support general operations and services.

All such funds shall be used to promote the general welfare of the residents of the City of Columbia.

Section 3: Boys and Girls Club of Maury County, Inc., shall comply with all requirements of Section 6-54-111 of the Tennessee Code Annotated, particularly with regard to submission of an annual report of its business affairs and transactions and the proposed use of the municipal assistance.

Section 4: Pursuant to Section 6-54-111 of the Tennessee Code Annotated, notice has been run in a newspaper of general circulation in this municipality of the intent to make an appropriation to a nonprofit organization, specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

Section 5: This resolution shall take effect upon its passage at one (1) regularly scheduled meeting, the public welfare requiring it.

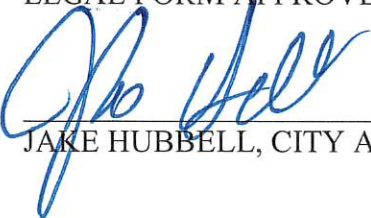
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this _____ day of _____, 2026.

CHARLES (HAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

RESOLUTION TO PROVIDE FUNDING TO ASSIST
JAMES K. POLK MEMORIAL ASSOCIATION, A NONPROFIT
ORGANIZATION

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated authorizes municipalities to appropriate funds for the financial aid of certain nonprofit organizations which provide year-round services promoting the general welfare of the residents of the municipality; and

WHEREAS, James K. Polk Memorial Association is a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality; and

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated requires that appropriate notice be published in a newspaper of general circulation in the municipality of the intent to make an appropriation to a nonprofit organization specifying the intended amount of appropriation and the purposes for which the appropriation will be spent and that the municipal legislative body must approve the appropriation at one (1) regularly scheduled meeting.

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

Section 1: The City Council hereby appropriates the sum of Three Thousand (\$3,000) Dollars for the financial aid of James K. Polk Memorial Association; a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality.

Section 2: Such funds are hereby appropriated by the City of Columbia for use by James K. Polk Memorial Association and shall be spent for the following purpose: to promote tourism, educational activities, support general operations and services.

All such funds shall be used to promote the general welfare of the residents of the City of Columbia.

Section 3: James K. Polk Memorial Association shall comply with all requirements of Section 6-54-111 of the Tennessee Code Annotated, particularly with regard to submission of an annual report of its business affairs and transactions and the proposed use of the municipal assistance.

Section 4: Pursuant to Section 6-54-111 of the Tennessee Code Annotated, notice has been run in a newspaper of general circulation in this municipality of the intent to make an appropriation to a nonprofit organization, specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

Section 5: This resolution shall take effect upon its passage at one (1) regularly scheduled meeting, the public welfare requiring it.

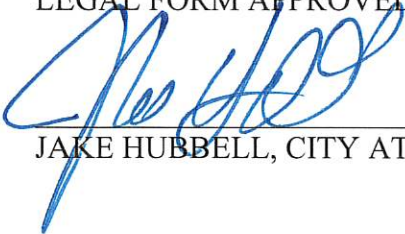
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this _____ day of _____, 2026.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

**RESOLUTION TO PROVIDE FUNDING TO ASSIST
CENTER OF HOPE, A NONPROFIT ORGANIZATION**

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated authorizes municipalities to appropriate funds for the financial aid of certain nonprofit organizations which provide year-round services promoting the general welfare of the residents of the municipality; and

WHEREAS, Center of Hope is a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality; and

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated requires that appropriate notice be published in a newspaper of general circulation in the municipality of the intent to make an appropriation to a nonprofit organization specifying the intended amount of appropriation and the purposes for which the appropriation will be spent and that the municipal legislative body must approve the appropriation at one (1) regularly scheduled meeting.

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

Section 1: The City Council hereby appropriates the sum of Five Thousand (\$5,000) Dollars for the financial aid of Center of Hope, a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality.

Section 2: Such funds are hereby appropriated by the City of Columbia for use by Center of Hope, and shall be spent for the following purpose: to support general operations and services.

All such funds shall be used to promote the general welfare of the residents of the City of Columbia.

Section 3: Center of Hope shall comply with all requirements of Section 6-54-111 of the Tennessee Code Annotated, particularly with regard to submission of an annual report of its business affairs and transactions and the proposed use of the municipal assistance.

Section 4: Pursuant to Section 6-54-111 of the Tennessee Code Annotated, notice has been run in a newspaper of general circulation in this municipality of the intent to make an appropriation to a nonprofit organization, specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

Section 5: This resolution shall take effect upon its passage at one (1) regularly scheduled meeting, the public welfare requiring it.

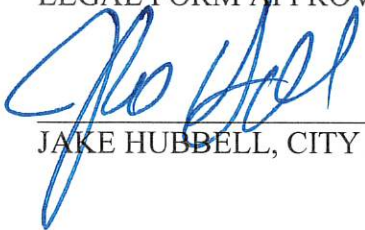
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this _____ day of _____, 2026.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

**RESOLUTION TO PROVIDE FUNDING TO ASSIST
ROSE HILL/ROSEMONT CEMETERY, A NONPROFIT ORGANIZATION**

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated authorizes municipalities to appropriate funds for the financial aid of certain nonprofit organizations which provide year-round services promoting the general welfare of the residents of the municipality; and

WHEREAS, Center of Hope is a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality; and

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated requires that appropriate notice be published in a newspaper of general circulation in the municipality of the intent to make an appropriation to a nonprofit organization specifying the intended amount of appropriation and the purposes for which the appropriation will be spent and that the municipal legislative body must approve the appropriation at one (1) regularly scheduled meeting.

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

Section 1: The City Council hereby appropriates the sum of Fifty-Six Thousand (\$56,000) Dollars for the financial aid of Rose Hill/Rosemont Cemetery, a nonprofit organization.

Section 2: Such funds are hereby appropriated by the City of Columbia for use by Rose Hill/Rosemont Cemetery and shall be spent for the following purpose: to support general operations and services.

All such funds shall be used to promote the general welfare of the residents of the City of Columbia.

Section 3: Rose Hill/Rosemont Cemetery shall comply with all requirements of Section 6-54-111 of the Tennessee Code Annotated, particularly with regard to submission of an annual report of its business affairs and transactions and the proposed use of the municipal assistance.

Section 4: Pursuant to Section 6-54-111 of the Tennessee Code Annotated, notice has been run in a newspaper of general circulation in this municipality of the intent to make an appropriation to a nonprofit organization, specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

Section 5: This resolution shall take effect upon its passage at one (1) regularly scheduled meeting, the public welfare requiring it.

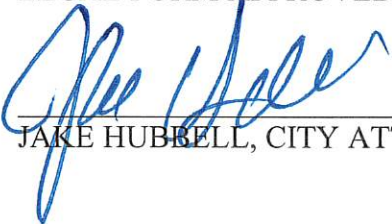
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this _____ day of _____, 2026.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

**RESOLUTION TO PROVIDE FUNDING TO ASSIST
MAURY COUNTY HARVEST SHARE FOOD PANTRY,
A NONPROFIT ORGANIZATION**

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated authorizes municipalities to appropriate funds for the financial aid of certain nonprofit organizations which provide year-round services promoting the general welfare of the residents of the municipality; and

WHEREAS, Maury County Harvest Share Food Pantry is a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality; and

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated requires that appropriate notice be published in a newspaper of general circulation in the municipality of the intent to make an appropriation to a nonprofit organization specifying the intended amount of appropriation and the purposes for which the appropriation will be spent and that the municipal legislative body must approve the appropriation at one (1) regularly scheduled meeting.

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

Section 1: The City Council hereby appropriates the sum of Five Thousand (\$5,000) Dollars for the financial aid of Maury County Harvest Share Food Pantry, a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality.

Section 2: Such funds are hereby appropriated by the City of Columbia for use by Maury County Harvest Share Food Pantry and shall be spent for the following purpose: to support general operations and services.

All such funds shall be used to promote the general welfare of the residents of the City of Columbia.

Section 3: Maury County Harvest Share Food Pantry shall comply with all requirements of Section 6-54-111 of the Tennessee Code Annotated, particularly with

regard to submission of an annual report of its business affairs and transactions and the proposed use of the municipal assistance.

Section 4: Pursuant to Section 6-54-111 of the Tennessee Code Annotated, notice has been run in a newspaper of general circulation in this municipality of the intent to make an appropriation to a nonprofit organization, specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

Section 5: This resolution shall take effect upon its passage at one (1) regularly scheduled meeting, the public welfare requiring it.

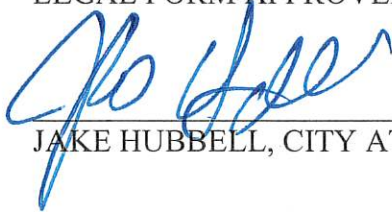
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this _____ day of _____, 2026.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

**RESOLUTION TO PROVIDE FUNDING TO
ASSIST SOUTH CENTRAL HUMAN RESOURCES AGENCY,
A NONPROFIT ORGANIZATION**

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated authorizes municipalities to appropriate funds for the financial aid of certain nonprofit organizations which provide year-round services promoting the general welfare of the residents of the municipality; and

WHEREAS, South Central Human Resources Agency, is a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality; and

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated requires that appropriate notice be published in a newspaper of general circulation in the municipality of the intent to make an appropriation to a nonprofit organization specifying the intended amount of appropriation and the purposes for which the appropriation will be spent and that the municipal legislative body must approve the appropriation at one (1) regularly scheduled meeting.

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

Section 1: The City Council hereby appropriates the sum of Six Thousand Five Hundred Fifty Dollars (\$6,550) for the financial aid of South Central Human Resources Agency, a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality.

Section 2: Such funds are hereby appropriated by the City of Columbia for use by South Central Human Resources Agency and shall be spent for the following purpose: to support general operations and services.

All such funds shall be used to promote the general welfare of the residents of the City of Columbia.

Section 3: South Central Human Resources Agency shall comply with all requirements of Section 6-54-111 of the Tennessee Code Annotated, particularly with

regard to submission of an annual report of its business affairs and transactions and the proposed use of the municipal assistance.

Section 4: Pursuant to Section 6-54-111 of the Tennessee Code Annotated, notice has been run in a newspaper of general circulation in this municipality of the intent to make an appropriation to a nonprofit organization, specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

Section 5: This resolution shall take effect upon its passage at one (1) regularly scheduled meeting, the public welfare requiring it.

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

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

RESOLUTION TO PROVIDE FUNDING TO
ASSIST COLUMBIA CARES, INC.,
A NONPROFIT ORGANIZATION

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated authorizes municipalities to appropriate funds for the financial aid of certain nonprofit organizations which provide year-round services promoting the general welfare of the residents of the municipality; and

WHEREAS, Columbia Cares, Inc., is a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality; and

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated requires that appropriate notice be published in a newspaper of general circulation in the municipality of the intent to make an appropriation to a nonprofit organization specifying the intended amount of appropriation and the purposes for which the appropriation will be spent and that the municipal legislative body must approve the appropriation at one (1) regularly scheduled meeting.

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

Section 1: The City Council hereby appropriates the sum of Three Thousand (\$3,000) Dollars for the financial aid of Columbia Cares, Inc., a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality.

Section 2: Such funds are hereby appropriated by the City of Columbia for use by Columbia Cares, Inc., and shall be spent for the following purpose: to support general operations and services.

All such funds shall be used to promote the general welfare of the residents of the City of Columbia.

Section 3: Columbia Cares, Inc., shall comply with all requirements of Section 6-54-111 of the Tennessee Code Annotated, particularly with regard to submission of an annual report of its business affairs and transactions and the proposed use of the municipal assistance.

Section 4: Pursuant to Section 6-54-111 of the Tennessee Code Annotated, notice has been run in a newspaper of general circulation in this municipality of the intent to make an appropriation to a nonprofit organization, specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

Section 5: This resolution shall take effect upon its passage at one (1) regularly scheduled meeting, the public welfare requiring it.

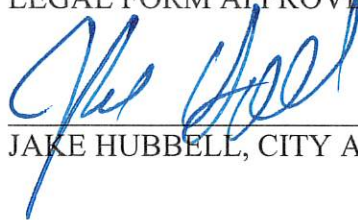
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this _____ day of _____, 2026.

CHARLES (HAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

**RESOLUTION TO PROVIDE FUNDING TO ASSIST
THE FAMILY CENTER, A NONPROFIT ORGANIZATION**

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated authorizes municipalities to appropriate funds for the financial aid of certain nonprofit organizations which provide year-round services promoting the general welfare of the residents of the municipality; and

WHEREAS, The Family Center is a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality; and

WHEREAS, Section 6-54-111 of the Tennessee Code Annotated requires that appropriate notice be published in a newspaper of general circulation in the municipality of the intent to make an appropriation to a nonprofit organization specifying the intended amount of appropriation and the purposes for which the appropriation will be spent and that the municipal legislative body must approve the appropriation at one (1) regularly scheduled meeting.

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

Section 1: The City Council hereby appropriates the sum of Five Thousand (\$5,000) Dollars for the financial aid of The Family Center; a nonprofit organization whose year-round services promote the general welfare of the residents of this municipality.

Section 2: Such funds are hereby appropriated by the City of Columbia for use by The Family Center and shall be spent for the following purpose: to support general operations and services.

All such funds shall be used to promote the general welfare of the residents of the City of Columbia.

Section 3: The Family Center shall comply with all requirements of Section 6-54-111 of the Tennessee Code Annotated, particularly with regard to submission of an annual report of its business affairs and transactions and the proposed use of the municipal assistance.

Section 4: Pursuant to Section 6-54-111 of the Tennessee Code Annotated, notice has been run in a newspaper of general circulation in this municipality of the intent to make an appropriation to a nonprofit organization, specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

Section 5: This resolution shall take effect upon its passage at one (1) regularly scheduled meeting, the public welfare requiring it.

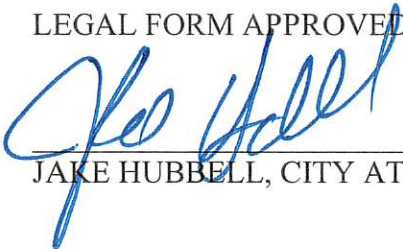
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this _____ day of _____, 2026.

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

Ginger Adams, Sr Administrative Assistant, 931-560-1700, GAdams@columbiatn.gov

AGENDA ITEM TITLE: A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE 2025 ASSISTANCE TO FIREFIGHTER'S GRANT (AFG); ACCEPT THE AWARD AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT – FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 26-52.

INFORMATION: Columbia Fire & Rescue is requesting City Council ratify the application for the 2025 Assistance to Firefighters Grant (AFG). If awarded, these funds will be utilized to purchase 67 Motorola APX NEXT XE portable radios. The purchase of this equipment would total \$737,670.00 with the grant funding \$670,609.09 and the City of Columbia funding \$67,060.91.

CERTIFICATION:

ATTACHMENTS: Staff Report; Resolution No. 26-52.

A RESOLUTION TO RATIFY THE CITY OF COLUMBIA’S APPLICATION FOR THE 2025 ASSISTANCE TO FIREFIGHTERS GRANT (AFG); ACCEPT THE AWARD AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT

WHEREAS, the City of Columbia is eligible for funds under the Fiscal Year 2025 Assistance to Firefighters Grant Program; and

WHEREAS, this grant provides the opportunity to purchase 67 portable radios with a 10% local cost share from the City of Columbia; and

WHEREAS, the City of Columbia will utilize said grant monies to purchase 67-Motorola APX NEXT XE portable radios. The purchase of the above equipment would total approximately \$737,670.00 with the grant funding approximately \$670,609.09 and the City of Columbia funding the remaining \$67,060.91.

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

- 1. The City hereby ratifies the application for the FY 2025 FEMA Assistance to Firefighters Grant program;
- 2. If awarded, the City Council hereby approves of the grant award in an amount not to exceed \$670,609.09;
- 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 is hereby authorized to pay \$67,060.91 local cost share.

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

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

AGENDA ITEM TITLE: RESOLUTION NO. 26-53 - A RESOLUTION ACCEPTING A DONATION OF \$500 (FIVE HUNDRED DOLLARS) TO THE CITY OF COLUMBIA ARTS COUNCIL.

RECOMMENDATION: Approve Resolution No. 26-53.

INFORMATION: The City of Columbia Arts Council is requesting the acceptance of a \$500 donation from the Jeff and Tina Adams Family Foundation. No matching funds are required.

CERTIFICATION:

ATTACHMENTS: Staff Report, Resolution No. 26-53.

A RESOLUTION ACCEPTING A DONATION OF \$500 (FIVE HUNDRED DOLLARS) TO THE CITY OF COLUMBIA ARTS COUNCIL

WHEREAS, the Jeff and Tina Adams Family Foundation desires to support the City of Columbia Arts Council with a monetary donation of \$500 (Five Hundred Dollars); and

WHEREAS, the Arts Council desires to accept the donation of \$500 (Five Hundred Dollars) to the City of Columbia Arts Council; 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 Arts Council by accepting this donation.

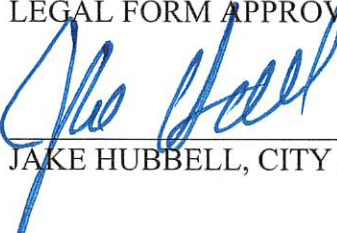
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this _____ day of _____, 2026.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

**AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY
ADDING SECTION 12-108 TO TITLE 12, CHAPTER 1, PERTAINING TO
MINIMUM DESIGN STANDARDS FOR FIRE PREVENTION, FIRE
PROTECTION, AND BUILDING CONSTRUCTION SAFETY FOR
GOVERNMENT OWNED BUILDINGS**

BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: That Title 12, Chapter 1 of the Columbia Municipal Code, pertaining to the building code, is hereby amended by adding section 12-108 as follows:

12-108, Government owned buildings. The standards adopted by the Tennessee State Fire Marshal's Office at the time of permit application will be the minimum standards for fire prevention, fire protection, and building construction safety in the City of Columbia for the design and construction of government owned buildings.

Section 2: This Ordinance is passed after a public hearing held on the 11th day of June 2026, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, fifteen (15) days before said hearing.

Section 3: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall take effect upon approval of second consideration.

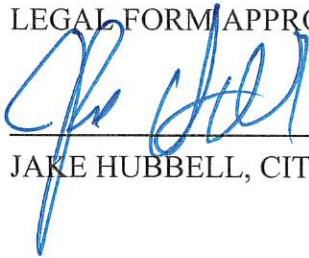
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2026.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4592 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 10-108 TO TITLE 10, CHAPTER 1 TO REGULATE AND PROHIBIT THE SALE, TRANSFER, DISPLAY, AND GIVEAWAY OF DOGS, CATS, AND DOMESTIC RABBITS IN PUBLIC OUTDOOR SPACES

RECOMMENDATION: Approve Ordinance No. 4592 on second consideration.

INFORMATION: This Ordinance is intended to help reduce irresponsible breeding practices and lessen the burden on animal shelters and rescue organizations. It would assist in protecting public health and safety, prevent consumer fraud, reduce the spread of animal-to-human disease and promote the humane treatment of animals by regulating the sale, transfer, display and giveaway of dogs, cats and domestic rabbits.

CERTIFICATION: N/A.

ATTACHMENTS: Staff Report, Ordinance No. 4592.

AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 10-108 TO TITLE 10, CHAPTER 1 TO REGULATE AND PROHIBIT THE SALE, TRANSFER, DISPLAY, AND GIVEAWAY OF DOGS, CATS, AND DOMESTIC RABBITS IN PUBLIC OUTDOOR SPACES

WHEREAS, the city council deems it necessary to enact this ordinance to protect public health and safety, prevent consumer fraud, reduce the spread of disease, and promote the humane treatment of animals by regulating the sale, transfer, display, and giveaway of dogs, cats, and domestic rabbits; and

WHEREAS, the city council deems this ordinance necessary to reduce irresponsible breeding practices and lessen the burden on animal shelters and rescue organizations.

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

Section 1: That Title 10, Chapter 1 of the Columbia Municipal Code is hereby amended by adding section 10-108 as follows:

SECTION

10-108. Sales or Transfers Prohibited in Public Outdoor Spaces.

(1) DEFINITIONS.

For purposes of this section, the following terms shall apply:

- (a) "Agricultural Heritage Festival" shall mean a public exposition or celebration whose primary objective is the demonstration of historic farming methods or the exhibition and celebration of livestock, and the preservation of agricultural traditions and heritage;
- (b) "Animal" shall mean any live dog, cat, or domestic rabbit;
- (c) "Animal Rescue Organization" shall mean a nonprofit organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code whose primary purpose is the rescue and placement of animals. This term shall not include any entity that breeds animals, obtains animals from breeders for compensation, or is affiliated with a breeder or commercial seller of animals;
- (d) "Animal Shelter" shall mean a facility operated by or under contract with a governmental entity for the purpose of impounding, housing, or caring for stray, abandoned, surrendered, or seized animals;

- (e) "Authorized Adoption Event" shall mean an event conducted by or in partnership with an Animal Shelter or Animal Rescue Organization for the purpose of placing animals into permanent homes and not for commercial sale;
- (f) "Consideration" shall mean anything of value, including but not limited to cash, credit, electronic payment, services, or property;
- (g) "Public Outdoor Space" shall mean any public street, roadway, highway right-of-way, sidewalk, median, parkway, park, recreation area, flea market, outdoor market, or any commercial or retail parking lot, or any other publicly accessible outdoor area;
- (h) "Sale or Transfer" shall mean to sell, offer for sale, display, give away, barter, exchange, adopt out, lease, or otherwise transfer ownership or possession of an animal, whether or not for consideration.

(2) PROHIBITED CONDUCT.

(a) Public Outdoor Spaces. It shall be unlawful for any person to engage in the sale, offer for sale, display, giveaway, barter, exchange, or transfer of any animal in any Public Outdoor Space.

(b) Display for Transfer. No person shall display any animal in any manner intended to facilitate or promote the sale or transfer of an animal in violation of this ordinance.

(c) Advertising. No person shall advertise, promote, or facilitate the sale or transfer of animals in a manner that directs or encourages transactions occurring in violation of this ordinance.

(3) EXCEPTIONS.

This ordinance shall not apply to:

(a) Authorized Adoption Events conducted by or in partnership with an Animal Shelter or Animal Rescue Organization,

(b) The sale or transfer of an animal that occurs entirely within a private residence, provided such transaction does not occur in a Public Outdoor Space.

(c) The sale or transfer of an animal that occurs within a licensed veterinary medical facility.

(d) Prearranged transfers of animals conducted at designated safe exchange locations operated by the Columbia Police Department, provided such transactions comply with all other applicable laws,

(e) Animal control agencies and law enforcement officers acting within the scope of their official duties,

(f) Livestock regulated under Title 44 of the Tennessee Code, or

(g) Sales, trades, or exhibitions occurring during any non-profit agricultural exposition, livestock show, fair, or agricultural heritage festival that is formally permitted by the City or County and operates for a duration of no more than seven (7) consecutive days per calendar year.

(4) ENFORCEMENT.

(a) This ordinance shall be enforced by animal control officers and law enforcement officers.

(b) Any animal involved in a violation of this ordinance may be impounded or seized in accordance with applicable law.

(5) PENALTIES.

A violation of this ordinance shall be a civil offense punishable by a fine not to exceed fifty dollars (\$50.00) per violation, unless otherwise authorized by applicable law. Each animal involved and each day the violation occurs shall constitute a separate offense. In addition to fines, the City may seek impoundment of animals and recovery of associated costs and any costs of care.

(6) SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this ordinance is held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions, which shall remain in full force and effect.

(8) EFFECTIVE DATE.

This ordinance shall take effect 45 days after final passage, the public health, safety, and welfare of the citizens and animals of the City requiring it.

Section 2: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Boshers, Wastewater Director, dboshers@columbiatn.gov 931.560.1001

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4593 - AN ORDINANCE CONVEYING A TWENTY-FOOT-WIDE SEWER EASEMENT TO JOHN C. DAVENPORT FOR PROPERTY LOCATED ON TAX MAP 100G, GROUP A, PARCEL 032.07

RECOMMENDATION: Approve Ordinance No. 4593 on second consideration.

INFORMATION: John C. Davenport has requested the City of Columbia convey a twenty-foot-wide sewer easement for construction of sanitary sewer serving property adjacent to 711 Lion Parkway.

CERTIFICATION: N/A.

ATTACHMENTS: Staff Report, Ordinance No. 4593, Exhibit A.

**AN ORDINANCE CONVEYING A TWENTY-FOOT-WIDE SEWER
EASEMENT TO JOHN C. DAVENPORT FOR PROPERTY LOCATED ON TAX
MAP 100G, GROUP A, PARCEL 032.07**

WHEREAS, the City of Columbia is the owner of certain real property described in that certain Warranty Deed from Ray G. Pace and wife, Gale C. Pace, dated August 28, 2008 and recorded in Book R2050, Page 1287, in the Register's Office for Maury County, Tennessee; and

WHEREAS, John C. Davenport is the owner of certain real property conveyed by Special Warranty Deed from Thomas W. Jennings, a married person, dated May 11, 2022 and recorded in Book R2842, Page 88, in the Register's Office of Maury County, Tennessee; and

WHEREAS, the City of Columbia has agreed to grant John C. Davenport a twenty-foot-wide sewer easement over a portion of property located on Tax Map 100G, Group A, Parcel 032.07; and

WHEREAS, the sewer easement conveyed herein includes a right of ingress and egress for the purpose of installation and maintenance of sewer over the right of way easement described in Exhibit "A", which is attached hereto and incorporated herein by reference; and

WHEREAS, the sewer easement will run with all of the subject lands, and will inure to the benefit of each of the parties and their respective heirs, executors, administrators, successors and assigns.

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

Section 1: That the City of Columbia, Tennessee does hereby convey a twenty-foot-wide sewer easement to John C. Davenport

Section 2: That the Mayor of the City of Columbia, Tennessee is hereby authorized to execute documents related to the conveyance of such sewer easements.

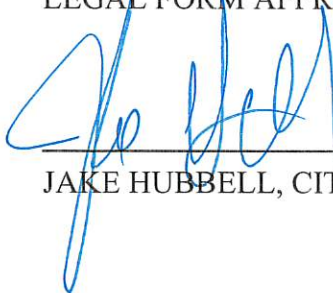
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 9th day of July, 2026.

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: _____

SEWER EASEMENT AGREEMENT

This Sewer Easement Agreement, made and entered into on this _____ day of _____, 2026, by and between, the **City of Columbia, Tennessee**, hereinafter referred to as “First Party,” and **John C. Davenport**, hereinafter referred to as “Second Party,”

WITNESSETH:

(1) WHEREAS, First Party is the owner of certain real property described in that certain Warranty Deed from Ray G. Pace and wife, Gale C. Pace, dated August 28, 2008, and recorded in Book R2050, Page 1287, in the Register’s Office for Maury County, Tennessee, on August 29, 2008, to which said instruments specific reference is hereby made for a more particular description of the property conveyed therein (hereinafter referred to as the “City of Columbia Property”); and

(2) WHEREAS, Second Party is the owner of that certain real property conveyed by Special Warranty Deed from Thomas W. Jennings, a married person, to John C. Davenport dated May 11, 2022, and recorded in Book R2842, Page 88, in the Register’s Office for Maury County, Tennessee, on May 12, 2022, to which said instrument specific reference is hereby made (hereinafter referred to as the “Davenport Property”); and

(3) WHEREAS, First Party has agreed to grant Second Party a sewer easement over a portion of the City of Columbia Property,

NOW, THEREFORE, in consideration of the above premises, and for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid by Second Party unto First Party, the receipt of which and the sufficiency of which is hereby acknowledged, and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the respective parties do hereby covenant and agree as follows:

(A) The First Party hereby bargains, sells, grants and conveys unto the Second Party and his successors and assigns and future entire and/or partial assignees, respectively, a sewer easement twenty (20.0') feet wide over the City of Columbia Property, which said easement is described as follows:

Being a certain tract or parcel of land lying and being in the 9th Civil District of Maury County, Tennessee, in the City of Columbia, located on Tax Map 100G, Group A, as a portion of Parcel 032.07 and being a portion of the City of Columbia property recorded in Record Book 2050, Page 1287, and also being a portion of Lot 6, Ray G. Pace Minor Plat of Survey recorded in Plat Book 18, Page 137, Register’s Office of Maury County, Tennessee and is more particularly described as follows:

Commencing at a point in the center of Little Bigby Creek on the south right-of-way of Lion Parkway (120' R/W), this being the northeast corner of the City of

Columbia (RB 2050/1287) and the northwest corner of John C. Davenport (RB 2842/88), reference a ½" Rebar (O) with ELI Cap on the south right-of-way of Lion Parkway at North 54°35'18" East a distance of 121.70 feet; thence leaving said right-of-way and coincident with the center of Little Bigby Creek and the west line of the Davenport South 35°24'42" East, 15.46 feet to a point, this being the northeast corner of the easement herein described and the Point of the Beginning; thence continuing coincident with said creek and Davenport South 35°24'42" East, 20.00 feet to a point, this being the southeast corner of the easement herein described; thence leaving Davenport and Little Bigby Creek and through the lands of the City of Columbia for three calls: South 54°31'53" West, 174.74 feet to a point, this being the southwest corner of the easement herein described; North 35°24'42" West, 20.00 feet to a point, this being the northwest corner of the easement herein described; North 54°31'53" East, 174.74 feet to the beginning containing 3,494.80 square feet, more or less, according to a survey performed by Christopher Blake Sexton, RLS 2400, 5125 Bridgemore Boulevard, Murfreesboro, TN 37129 on March 03, 2024. A copy of this survey is attached hereto for reference.

(B) The sewer easement conveyed herein includes a right of ingress and egress for the purpose of installation and maintenance of sewer over the right of way easement referenced and identified in Paragraph (A) above.

(C) This document shall be recorded in the office of the Register of Deeds for Maury County, Tennessee, and shall serve as public record of the matters set forth herein.

(D) This Sewer Easement Agreement will run with all of the subject lands, and will inure to the benefit of each of the parties and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument effective the day and date set forth hereinabove.

FIRST PARTY:

**The City of Columbia, Tennessee
Trust**

By: _____

SECOND PARTY:

John C. Davenport

**STATE OF TENNESSEE
COUNTY OF MAURY**

Before me, _____ (name of notary public) of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be _____ of **The City of Columbia**, the within named bargainor, and that such _____ executed the foregoing instrument for the purpose therein contained, by personally signing the name of **The City of Columbia** as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2026.

NOTARY PUBLIC

My commission expires: _____

**STATE OF TENNESSEE
COUNTY OF CAMPBELL**

Personally appeared before me, the undersigned authority, a Notary Public for the aforesaid State and County, **John C. Davenport**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this _____ day of _____, 2026.

NOTARY PUBLIC

My commission expires: _____

I hereby swear or affirm that the actual consideration for this transfer is \$0.00.

AFFIANT

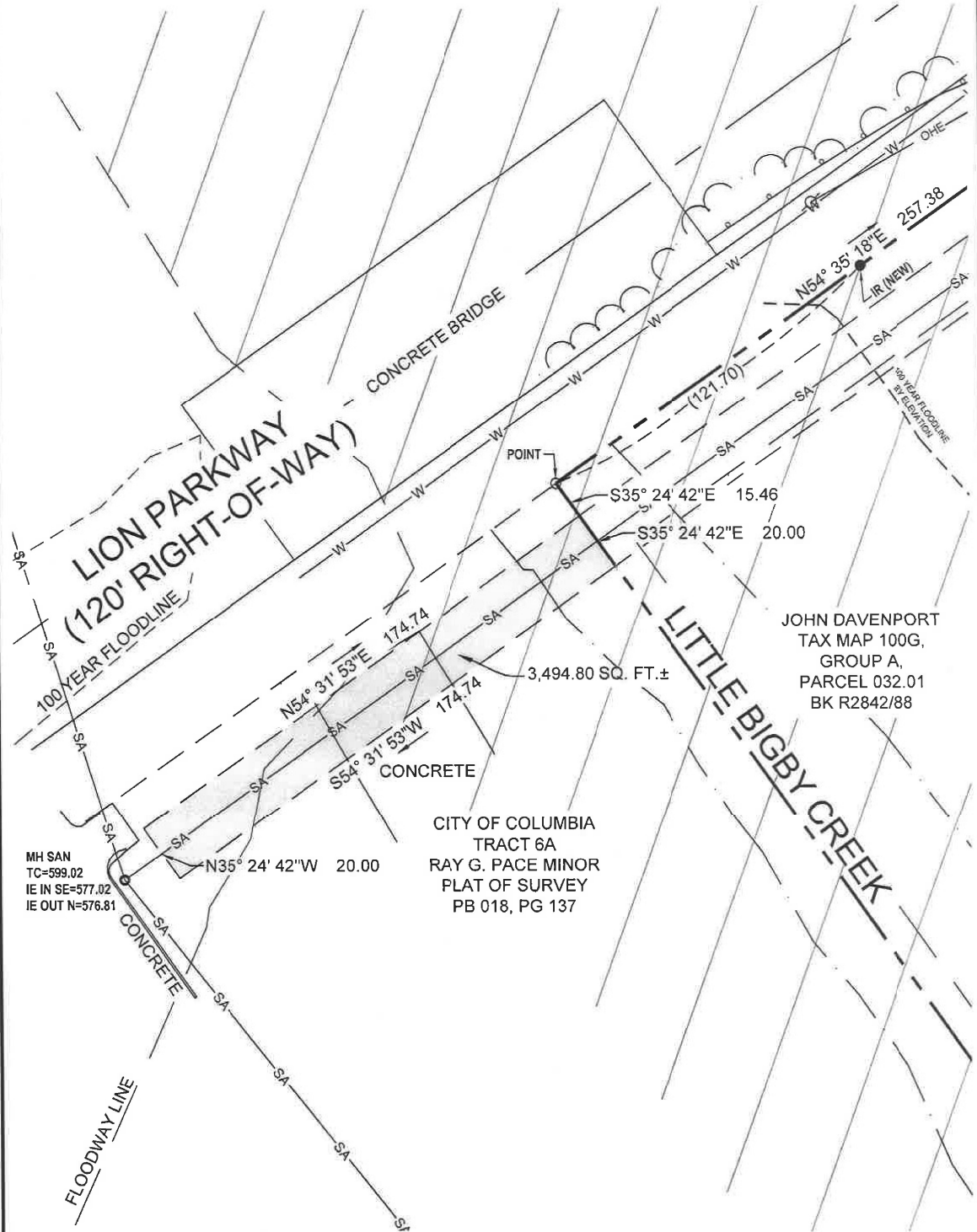
Subscribed and sworn to before me this the _____ day of _____, 2026.

NOTARY PUBLIC

My commission expires: _____

This Instrument was prepared by Joseph G. Coker, Attorney at Law, Post Office Box 134, Jacksboro, Tennessee 37757.

Agreements/easements.city of columbia to john c. davenport.sm



JOHN DAVENPORT
 TAX MAP 100G,
 GROUP A,
 PARCEL 032.01
 BK R2842/88

CITY OF COLUMBIA
 TRACT 6A
 RAY G. PACE MINOR
 PLAT OF SURVEY
 PB 018, PG 137

MH SAN
 TC=599.02
 IE IN SE=577.02
 IE OUT N=576.81



1 inch = 40 ft.
 40 20 0 40

CHRISTOPHER BLAKE SEXTON, RLS 2400
 5125 BRIDGEMORE BLVD.
 MURFREESBORO, TN 37129
 931-261-8875
 blakesexton@comcast.net



THIS EXHIBIT WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07, CHAPTER 0820-3 STANDARDS OF PRACTICE, RULES OF THE TENNESSEE BOARD OF EXAMINERS FOR LAND SURVEYORS.

**DEDICATION OF EASEMENT TO
 JOHN DAVENPORT**
 FROM THE CITY OF COLUMBIA
 TAX MAP 100G, GROUP A, PARCEL 032.07
 9TH DISTRICT OF MAURY COUNTY
 BOOK R2050, PAGE 1287, R.O.M.C., TN
 TRACT 6A, RAY G. PRICE MINOR PLAT OF SURVEY
 PLAT BOOK 018, PAGE 137, R.O.M.C., TN

REVISION 1: CHANGE EASEMENT FROM 15' TO 20' (2026-03-30)