



**City of Columbia City Council
Regular Meeting Agenda
March 9, 2023 - 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 DaVena Hardison, Ward 1
Council Member Debbie Wiles, Ed. D., Ward 2
Council Member Anthony Greene, Ward 3
Council Member Kenny Marshall, Ward 4
Council Member Danny Coleman, Ward 5**

**Tony Massey, City Manager
C. Tim Tisher, City Attorney
Thad H. Jablonski, City Recorder
Liz Bermudez, Recording Secretary**

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

PUBLIC HEARINGS

1. **PUBLIC HEARING ON ORDINANCE NO. 4451 (RELATES TO ITEM 10.1) - AN ORDINANCE DELETING TITLE 18, CHAPTER 1 SECTION 18-105 OF THE CITY OF COLUMBIA MUNICIPAL CODE IN ITS ENTIRETY AND INSERTING A NEW TITLE 18, CHAPTER 1 SECTION 18-105 WHICH ENACTED A SEWER IMPACT FEE UPON NEW SEWER CUSTOMERS TO SERVE THE DEMAND FOR SANITARY SEWER SYSTEM CAPITAL FACILITIES AND PUBLIC IMPROVEMENTS - WASTEWATER DEPARTMENT.**

REGULAR MEETING

1. **CALL TO ORDER/ROLL CALL.**
2. **INVOCATION BY RANDY OWENS OF WEST 7TH STREET CHURCH OF CHRIST.**
3. **PLEDGE OF ALLEGIANCE.**
4. **APPROVAL OF AGENDA.**
5. **PRESENTATIONS.**
 - 5.1. **PRESENTATION BY PUBLIC WORKS DIRECTOR, JEFF DEWIRE, RECOGNIZING WINNERS OF THE NAME A SNOW PLOW CONTEST**
6. **ORGANIZATIONAL BUSINESS.**
 - 6.1. **APPROVE THE MINUTES OF JANUARY 5, 2023 SPECIAL CALLED CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.**

RECOMMENDATION: Approve.

ATTACHMENTS: Special Called Minutes January 5 2023.

6.2. APPROVE THE MINUTES OF THE FEBRUARY 9, 2023 CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: February 2023 Minutes.

6.3. APPROVE THE REAPPOINTMENT OF BEVERLY MITCHELL TO THE CITY OF COLUMBIA ARTS COUNCIL FOR A THREE-YEAR TERM THAT BEGAN ON JANUARY 12, 2023 AND EXPIRES ON JANUARY 12, 2026 - ADMINISTRATION.

RECOMMENDATION: Approve.

ATTACHMENTS:

6.4. RE-ELECTION OF SARAH HARRIS BARRY TO THE CITY OF COLUMBIA CIVIL SERVICE BOARD FOR A FOUR-YEAR TERM THAT BEGAN ON APRIL 13, 2021 AND EXPIRES ON APRIL 13, 2025 - ADMINISTRATION.

RECOMMENDATION: Approve.

ATTACHMENTS:

6.5. RE-ELECTION OF MURENDA FRIERSON TO THE CITY OF COLUMBIA CIVIL SERVICE BOARD FOR A FOUR-YEAR TERM THAT WILL BEGIN ON MARCH 14, 2023 AND EXPIRE ON MARCH 14, 2027 - ADMINISTRATION.

RECOMMENDATION: Approve.

ATTACHMENTS:

6.6. APPROVE THE APPOINTMENT OF RON YORK TO THE CITY OF COLUMBIA ARTS COUNCIL FOR A THREE-YEAR TERM BEGINNING ON MARCH 9, 2023 AND EXPIRING ON MARCH 9, 2026 - ADMINISTRATION.

RECOMMENDATION: Approve.

ATTACHMENTS:

- 6.7. APPROVE THE MAYOR'S APPOINTMENT OF JAMES SHANNON TO THE CITY OF COLUMBIA HISTORIC ZONING COMMISSION FOR A THREE-YEAR TERM BEGINNING MARCH 9, 2023 AND EXPIRING ON MARCH 9, 2026 - ADMINISTRATION.**

RECOMMENDATION: Approve.

ATTACHMENTS:

- 6.8. APPROVE THE MAYOR'S APPOINTMENT OF JAMES SHANNON TO THE CITY OF COLUMBIA MUNICIPAL PLANNING COMMISSION FOR A THREE-YEAR TERM BEGINNING MARCH 9, 2023 AND EXPIRING ON MARCH 9, 2026 - ADMINISTRATION.**

RECOMMENDATION: Approve.

ATTACHMENTS:

- 6.9. APPROVE THE MAYOR'S REAPPOINTMENT OF RAY PACE TO THE CITY OF COLUMBIA MUNICIPAL PLANNING COMMISSION FOR A THREE-YEAR TERM THAT BEGAN ON DECEMBER 6, 2021 AND EXPIRES ON DECEMBER 6, 2024 - ADMINISTRATION.**

RECOMMENDATION: Approve.

ATTACHMENTS:

7. CONSENT AGENDA

- 7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF JANUARY 2023 IN THE AMOUNT OF \$4,727,550.71 - FINANCE.**

RECOMMENDATION: Approve.

ATTACHMENTS: January 2023 Disbursements.

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

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

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

ATTACHMENTS: Staff Report Item 7.2 030923, Surplus List for March 2023 030223.

7.3.APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH TYLER TECHNOLOGIES FOR NEW ERP SOFTWARE AND COURT SOFTWARE IN THE AMOUNT OF \$544,062 - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: A 2022 strategic planning goal, the Finance Department issued a request for proposals (RFP) from responsive vendors for enterprise resource planning software especially focused on finance, accounting and courts. After reviewing submissions, Tyler Technologies was identified as the most responsive proponent.

Tyler's "Munis" software will allow all City departments to operate efficiently with automation and workflows integrated into the software. The Munis software also provides online services ranging from online permits and licensure, to online payments, i.e., business taxes, property taxes, parking tickets. The only online capabilities of the City's current system is to receive property tax payments.

While the annual maintenance cost for the software totals \$166,672, the annual cost net of savings is decreased to a total of \$45,379 per year due to increased efficiencies as referenced in the attached memo. A one-time implementation fee of \$377,390 will finance the software's implementation, including the conversion from multiple

software systems currently used and staff training for the new system. The first year cost including maintenance and one-time conversion costs and related expenses is \$544,062. The three-year cost of the contract is \$877,406, the difference reflecting inclusion of year two and three annual maintenance costs.

CERTIFICATION: The Chief Financial Officer certifies that \$544,062 is budgeted and unencumbered in General City Admin-Misc.-Software Maintenance and Other Services.

ATTACHMENTS: Staff Report Item 7.3 030923, Tyler Software Service Agreement, Finance Memo 030223.

7.4. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH TREWORK ARBOR SERVICES FOR THE REMOVAL AND REPLACEMENT OF DOWNTOWN TREES IN THE AMOUNT OF \$33,258.01 - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: A bid was put out for the removal and replacement of trees on and around the downtown square. The low bidder was unable to meet all specifications set forth in the bid, therefore it is our recommendation to go with the second lowest bidder, TreeWorx in the amount of \$33,258.01.

CERTIFICATION: The Chief Financial Officer certifies that \$33,258.01 is budgeted and unencumbered in General City Admin-Misc. - Other Services & Charges.

ATTACHMENTS: Staff Report Item 7.4 030923, Tree Worx Proposal 030223.

7.5. ACCEPTANCE OF ANNUAL REPORTS OF CITY OF COLUMBIA EMPLOYEE'S RETIREMENT PLAN FUND AND THE CITY OF COLUMBIA, TENNESSEE RETIREMENT HEALTH INSURANCE POST-EMPLOYMENT BENEFIT TRUST FOR THE PERIOD ENDING DECEMBER 31, 2022 - CITY RECORDER'S OFFICE.

RECOMMENDATION: Accept the Reports.

INFORMATION: The Trustees of the City of Columbia Employees' Retirement Plan Fund annually submit reports to the City Council regarding the City Retirement Plan and the Retirement Health Insurance Post-Employment Benefit Trust. A summary of the revenues, expenditures and balance for the City of Columbia Employees' Retirement Plan Fund is being provided from the inception of the plan on July 1, 1974 through December 31, 2022 and a summary of the revenues, expenditures and the balance of the City of Columbia, Tennessee Retirement Health Insurance Post-Employment Benefit Trust, opened August 8, 2008 through December 31, 2022. These reports are required by Ordinance to assist the City Council in the fiduciary responsibility for management of pension funds.

ATTACHMENTS: Staff Report Item 7.5 030923, Annual Reports - Retirement 030223.

7.6. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE CUSTOMER AGREEMENT WITH BRENNTAG MID-SOUTH, INC. FOR THE PURCHASE OF POLYMER AT THE COST OF \$1.895 PER POUND - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Wastewater Department opened the bidding process on January 6, 2023 to solicit a supplier for the cationic polymer used in our sludge de-watering process. Three candidates submitted bids and tested their materials using our process. Four polymers were tested and the low bidder was Brenntag Mid-South, Inc. at the cost of \$1.895 per pound. The material also allowed our operators to adjust the ratio of polymer to water, which may reduce the amount of polymer used throughout the year.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in Sewer Treatment Plant - Chemicals & Cleaning Supplies for the remainder of FY 2023.

ATTACHMENTS: Staff Report Item 7.6 030923, Bid Tab, Brenntag Polymer Quote, Brenntag Customer Application-Agreement.

7.7. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JENNIFER GRISHAM TO CREATE A BRONZE SCULPTURE OF PRESIDENT JAMES K. POLK FOR PRESIDENTIAL PARK IN THE AMOUNT OF \$85,000 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve and authorize the Mayor to execute a contract with Jennifer Grisham in the amount of \$85,000 to create a bronze sculpture of President James K. Polk for Presidential Park.

INFORMATION: The City will contract for the creation of a public art sculpture of President James K. Polk to be erected in Presidential Park. This bronze statue will pair with a bronze statue of Sarah Childress Polk, currently being created, to be the focal point of the new pocket park at the corner of 7th and High Street.

CERTIFICATION: The Chief Financial Officer certifies that \$85,000 is budgeted and unencumbered in Tourism Enhancement - Improvements Other Than Building.

ATTACHMENTS: Staff Report Item 7.7 030923, Grisham Contract 030223.

7.8. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONSENT AGREEMENT BETWEEN THE CITY OF COLUMBIA AND THE TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT GIVING CONSENT TO INSTALL A TN MUSIC PATHWAYS MARKER FOR LILLIE MAE GLOVER - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve and authorize the Mayor to sign a consent agreement between the City of Columbia and the Tennessee Department of Tourist Development (TDTD) to install and maintain a Tennessee Music Pathways marker for locally born singer Lillie Mae Glover, known as Ma Rainey II.

INFORMATION: This consent agreement allows for installation of a marker on 8th Street at Woodland. This marker, produced by TDTD, will be included on the statewide music trail created and marketed by the state. This will be the second marker in Columbia for the TN Music Pathways, but it is the first interpretive marker highlighting a

music artist (the first marker was for The Mulehouse). Lillie Mae Glover was born Lillie Mary Hardison in Columbia in 1906. She ran away from home at age 13 to sing the Blues. She called herself Ma Rainey II (after Ma Rainey died) and began performing regularly on Beale Street in the late 1920s. She was inducted into the Hall of Fame of Music & Entertainment in 1981. She died in 1985. She also has a 'brass note' marker on Beale Street.

ATTACHMENTS: Staff Report Item 7.8 030923, Property Access Consent Form 030223.

7.9. APPROVE AND AUTHORIZE THE PURCHASE OF ONE (1) FORD POLICE EXPLORER UTILITY 4X4 VEHICLE IN THE AMOUNT OF \$34,729 FROM FORD OF MURFREESBORO UTILIZING STATE OF TENNESSEE CONTRACT 209 - MIS.

RECOMMENDATION: Approve the purchase of 1 Ford Police Explorer Utility 4x4 vehicle from Ford of Murfreesboro on statewide contract 209 in the amount of \$34,729.

INFORMATION: The State of Tennessee has a contract with Ford of Murfreesboro to supply Ford Utility vehicles. The entire purchase of the vehicles would cost the City \$34,729.

CERTIFICATION: The Chief Financial Officer certifies that \$34,729 is budgeted and unencumbered in Management Info Systems - Machinery, Equipment & Auto.

ATTACHMENTS: Staff Report Item 7.9 030923, Vehicle Quote 030223, SWC209 Vehicles 030223.

7.10. RATIFY THE APPROVAL OF AN AGREEMENT WITH VULCAN CONSTRUCTION MATERIALS, LLC TO ESTABLISH STANDARDS AND TIMELINES FOR THE REALIGNMENT OF COLUMBIA ROCK ROAD AND OTHER CONDITIONS OF CONDITIONAL USE PERMIT 22-0183 AS APPROVED BY THE BOARD OF ZONING APPEALS ON JANUARY 19, 2023

- DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Ratify approval.

INFORMATION: On January 19, 2023 the Board of Zoning Appeals (BZA) unanimously approved a Conditional Use Permit authorizing Vulcan Construction Materials (Vulcan) to expand an existing quarry facility into a low-density residential zone. The subject property is located immediately adjacent to the existing quarry and inside the City. The City Council approved a comprehensive Plan Amendment and Rezoning of the subject property in 2022. The existing facility is located in Maury County outside the corporate limits of Columbia. As a condition of approval, the BZA required Vulcan to make all improvements necessary to realign Columbia Rock Road and install a traffic signal at the intersection of Nashville Highway on or before February 28, 2024. The road improvements and other conditions of approval enhance public safety and mitigate the impact of the expanded quarry. The Memorandum of Understanding establishes binding detailed timelines and standards for the implementation of this and other conditions of approval.

ATTACHMENTS: Staff Report Item 7.10 030923, Vulcan Agreement 030223.

8. ADMINISTRATION.

9. RESOLUTIONS.

9.1.RESOLUTION NO. 23-14 – TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-14.

INFORMATION: The City Recorder is presenting tax corrections through 2/17/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Item 9.1 030923, Resolution No. 23-14, Tax Corrections.

9.2.RESOLUTION NO. 23-15 – A RESOLUTION TO ACCEPT SPONSORSHIP DONATIONS FOR THE 2023 MID-STATE

CLASSIC SOFTBALL GAMES TO BE HELD AT RIDLEY SPORTS COMPLEX ON MARCH 15, 2023 IN THE AMOUNT OF NINETEEN THOUSAND DOLLARS (\$19,000) – WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-15.

INFORMATION: The City of Columbia has confirmed donations totaling \$19,000 from Atmos Energy, Line To Line, Columbia Power & Water Systems, Maury Regional, Rotary Breakfast Club, Columbia Noon Rotary, Redman-Davis Risk Management & Insurance, JR Wauford & Company, Maury County Visitors Bureau, Lose & Design, and Braid Columbia for the Mid-State Classic Softball games to be held on March 15, 2023 at Ridley Sports Complex to help cover the cost of meals and costs related to the games.

ATTACHMENTS: Staff Report Item 9.2 030923, Resolution No. 23-15.

9.3. RESOLUTION NO. 23-16 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING DRUMWRIGHT, PHASE 1, REVISION - WARD 5 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-16.

INFORMATION: This Resolution refers to acceptance of sanitary sewer improvements serving Drumwright, Phase 1, Revision, consisting of 8,224 linear feet of 8" gravity main. The developer has established surety and formally requested acceptance of the sanitary sewer improvements. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Item 9.3 030923, Resolution No. 23-16-Drumwright, Phase 1, Revision, Drumwright, Phase 1, Revision-Acceptance Letter.

9.4. RESOLUTION NO. 23-17 - A RESOLUTION REQUESTING THE GENERAL ASSEMBLY TO INCLUDE A PORTION OF THE DUCK RIVER AS A SCENIC RIVER AND TO AMEND THE SCENIC RIVERS ACT - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-17.

INFORMATION: This Resolution helps protect the scenic Duck River. It is the same Resolution that Maury County Government adopted. Representative Scott Cepicky has a proposed Bill that would protect the Duck River.

ATTACHMENTS: Staff Report Item 9.4 030923, Resolution No. 23-17 030223.

10. ORDINANCES.

10.1.2ND CONSIDERATION OF ORDINANCE NO. 4451 - AN ORDINANCE DELETING TITLE 18, CHAPTER 1 SECTION 18-105 OF THE CITY OF COLUMBIA MUNICIPAL CODE IN ITS ENTIRETY AND INSERTING A NEW TITLE 18, CHAPTER 1 SECTION 18-105 WHICH ENACTED A SEWER IMPACT FEE UPON NEW SEWER CUSTOMERS TO SERVE THE DEMAND FOR SANITARY SEWER SYSTEM CAPITAL FACILITIES AND PUBLIC IMPROVEMENTS - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4451 on second consideration.

INFORMATION: During development of the 2021 strategic plan, the City Council unanimously approved reestablishing a sanitary sewer impact fee. This objective was included in the final version of the 2021 strategic plan. The City of Columbia engaged Duncan and Associates to conduct a sewer impact fee study in 2021 to identify the impact of new sewer connections as well as propose a dollar amount per meter size. The fee study included a methodology providing the basis for the fee adopted via Ordinance No. 4369 in November 2021. A revised fee study was completed in October 2022 following private sector inquiries in larger water meter sizes than are provided for in the existing study.

Additionally, water meters used by Columbia Power and Water Systems have been updated and revised in the study. The new meter sizes and changes in meter types are reflected in Ordinance No. 4451. In addition to the revised fee amounts, Ordinance No. 4451 also reestablishes that impact fee proceeds shall be used to

finance the new sanitary sewer (wastewater) treatment plant currently in design.

This item is being resubmitted because in the previous submission the 6-inch meter size was incorrectly listed as 5-inch.

ATTACHMENTS: Staff Report Item 10.1 030923, Ordinance No. 4451 020223, Impact Fee Study October 2022 020223.

10.2.1ST CONSIDERATION ON ORDINANCE NO. 4455 - AN ORDINANCE AMENDING THE PLANNING AND ENGINEERING FEES OF THE CITY OF COLUMBIA, TENNESSEE AND ESTABLISH APRIL 13, 2023 AS THE DATE OF PUBLIC HEARING - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4455 on first consideration and establish April 13, 2023 as the date of Public Hearing.

INFORMATION: Periodically, the City will establish or update development fees to help defray costs incurred including notices, mailings, multiple staff reviews, reports and processes. The last update to development planning fees was in 2017. The Planning Commission reviewed the request to update the fees and recommended unanimous approval at the February 8, 2023 meeting.

ATTACHMENTS: Staff Report Item 10.2 030923, Ordinance No. 4455, Exhibit A, DS Staff Report, DS Staff Report - Supplemental Charts Tables, Middle TN Fees and Facility Taxes, Current Fee Schedule.

11. OTHER BUSINESS.

12. EXECUTIVE SESSION.

13. ADJOURNMENT.

14. UPCOMING EVENTS.

**14.1.MIDSTATE CLASSIC - WEDNESDAY, MARCH 15, 2023 -
RIDLEY SPORTS COMPLEX - 1:00 P.M. CSCC VS MOTLOW
STATE COMMUNITY COLLEGE - 5:30 P.M. UNIVERSITY OF TN
VS AUSTIN PEAY.**



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, liz@columbiatn.com, 931-560-1510

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4451 (RELATES TO ITEM 10.1) - AN ORDINANCE DELETING TITLE 18, CHAPTER 1 SECTION 18-105 OF THE CITY OF COLUMBIA MUNICIPAL CODE IN ITS ENTIRETY AND INSERTING A NEW TITLE 18, CHAPTER 1 SECTION 18-105 WHICH ENACTED A SEWER IMPACT FEE UPON NEW SEWER CUSTOMERS TO SERVE THE DEMAND FOR SANITARY SEWER SYSTEM CAPITAL FACILITIES AND PUBLIC IMPROVEMENTS - WASTEWATER DEPARTMENT.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: During development of the 2021 strategic plan, the City Council unanimously approved reestablishing a sanitary sewer impact fee. This objective was included in the final version of the 2021 strategic plan. The City of Columbia engaged Duncan and Associates to conduct a sewer impact fee study in 2021 to identify the impact of new sewer connections as well as propose a dollar amount per meter size. The fee study included a methodology providing the basis for the fee adopted via Ordinance No. 4369 in November 2021. A revised fee study was completed in October 2022 following private sector inquiries into larger water meter sizes than are provided for in the existing study. Notice of the Public Hearing was advertised in the Daily Herald.

Additionally, water meters used by Columbia Power and Water Systems have been updated and revised in the study. The new meter sizes and changes in meter types are reflected in Ordinance No. 4451. In addition to the revised fee amounts, Ordinance No. 4451 also reestablishes that impact fee proceeds shall be used to finance the new sanitary sewer (wastewater) treatment plant currently under design.

This item is being resubmitted because in the previous submission the 6-inch meter size was incorrectly listed as 5-inch.

SPECIAL CALLED COUNCIL MEETING - COLUMBIA, TENNESSEE

January 5, 2023 - 5:00 PM

Mayor Molder read the notice of the Special Called Meeting.

Mayor Chaz Molder called the Special Called Council Meeting to order, pursuant to proper notice having been given. City Recorder Thad Jablonski called the roll. Present were Mayor Chaz Molder, Vice Mayor Christa S. Martin, Ed.D., Council Members Debbie Wiles, Ed. D., Kenny Marshall and Danny Coleman; City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Acting Recording Secretary Robyn Barber. Council Members DaVena Hardison, Tony Greene and Recording Secretary Liz Bermudez were absent.

Vice Mayor Martin moved to spread the Special Called Meeting upon the minutes. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 5.1 – ADMINISTRATION OF OATH OF OFFICE FOR THE POSITIONS OF VICE MAYOR AND MAYOR

General Sessions Judge Bobby Sands administered the following oath of office to Mayor Chaz Molder, for a term ending the first Council Meeting in January 2027:

STATE OF TENNESSEE

COUNTY OF MAURY

I, Charles (Chaz) M. Molder, being duly elected to the office of Mayor for the City of Columbia, do solemnly swear that I will support the Constitution of the United States and of the State of Tennessee; that I will comply with and observe the provisions of the Charter of the City of Columbia and Ordinances of the City of Columbia; and that I will faithfully perform the duties of my office to the best of my ability, so help me God.

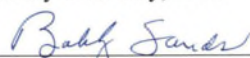
In witness whereof, I have hereunto affixed my signature this
the 5th day of January, 2023.



Charles (Chaz) M. Molder

Sworn to and subscribed before

me this 5th day of January, 2023.



General Sessions Judge, Bobby Sands



Sworn before me on 1/5/23
2/1/23
Com. Exp. 8-22-23

SPECIAL CALLED COUNCIL MEETING - COLUMBIA, TENNESSEE

January 5, 2023 - 5:00 PM

General Sessions Judge Bobby Sands administered the following oath of office to Vice Mayor Randy McBroom for a term ending the first Council Meeting in January 2027:

STATE OF TENNESSEE

COUNTY OF MAURY

I, Randy McBroom, being duly elected to the office of Vice Mayor for the City of Columbia, do solemnly swear that I will support the Constitution of the United States and of the State of Tennessee; that I will comply with and observe the provisions of the Charter of the City of Columbia and the Ordinances of the City of Columbia; and that I will faithfully perform the duties of my office to the best of my ability, so help me God.

In witness whereof, I have hereunto affixed my signature this the 5th day of January, 2023.


Randy McBroom

Sworn to and subscribed before me this 5th of January, 2023.


Bobby Sands, General Sessions Judge



Sworn before me 1/5/23

Com. Exp. 8-22-23

There being no further business Mayor Molder moved to adjourn the meeting. Vice Mayor Martin seconded the motion.

The roll call for the new City Council was taken.

City Recorder Thad Jablonski called the roll. Present were Mayor Chaz Molder, Vice Mayor Randy McBroom, Council Members Debbie Wiles, Ed. D., Kenny Marshall and Danny Coleman; City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Acting Recording Secretary Robyn

SPECIAL CALLED COUNCIL MEETING - COLUMBIA, TENNESSEE

January 5, 2023 - 5:00 PM

Barber. Council Members DaVena Hardison, Tony Greene and Recording Secretary Liz Bermudez were absent.

Mayor Molder shared the details about the ceremonial swearing-in ceremony.

Vice Mayor McBroom thanked his family, volunteers and the Council and City Manager.

There being no further business, Council Member Coleman moved to adjourn the meeting. Council Member Marshall seconded the motion. All Council Members present voted aye. The meeting adjourned at 5:13 p.m.

APPROVED:

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023

PUBLIC HEARING ON ORDINANCE NO. 4449 AS AMENDED (RELATES TO ITEM 10.1)
- AN ORDINANCE TO REVISE THE FIVE WARDS OF THE CITY OF COLUMBIA,
TENNESSEE, BASED ON THE 2020 CENSUS - DEVELOPMENT SERVICES
DEPARTMENT.

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper public notice having been given. Present were Mayor Chaz Molder, Vice Mayor Randy McBroom, Council Members DaVena Hardison, Debbie Wiles, Tony Greene, Kenny Marshall and Danny Coleman, City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Acting Recording Secretary Robyn Barber. Recording Secretary Liz Bermudez was absent.

There being no one present to speak on the Public Hearing for Ordinance No. 4449, Mayor Molder moved to close the Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

APPROVED:

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023

PUBLIC HEARING ON ORDINANCE NO. 4450 (RELATES TO ITEM 10.2) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 BUDGET ORDINANCE NO. 4404 PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, AND WASTEWATER FUNDS.

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper public notice having been given. Present were Mayor Chaz Molder, Vice Mayor Randy McBroom, Council Members DaVena Hardison, Debbie Wiles, Tony Greene, Kenny Marshall and Danny Coleman, City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Acting Recording Secretary Robyn Barber. Recording Secretary Liz Bermudez was absent.

There being no one present to speak on the Public Hearing for Ordinance No. 4450, Council Member Greene moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

APPROVED:

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023

Mayor Chaz Molder called the meeting to order, pursuant to proper public notice having been given. Present were Mayor Chaz Molder, Vice Mayor Randy McBroom, Council Members DaVena Hardison, Debbie Wiles, Tony Greene, Kenny Marshall and Danny Coleman, City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Acting Recording Secretary Robyn Barber. Recording Secretary Liz Bermudez was absent.

Fire Chief Ty Cobb offered the invocation followed by the Pledge of Allegiance led by Council Member Greene.

APPROVAL OF AGENDA.

Mayor Molder stated Items 6.6, 10.4, 10.5 and 10.6 had been removed from the Agenda.

Council Member Greene moved to approve the Agenda with Items 6.6, 10.4, 10.5 and 10.6 being removed from the Agenda. Council Member Marshall seconded the motion.

All Council Members present voted aye.

PRESENTATIONS.

Item 5.1 PRESENTATION ON PREMIER GIRLS FASTPITCH SUPER SELECT AND CITY OF COLUMBIA FOR BEING CHAMPIONS OF ECONOMIC IMPACT IN SMALL MARKET 2022.

Parks & Recreation Director Reagan spoke about the success of this event, and that it was unusual for the event to repeat at the same location. He expects they will return to Columbia in 2023 for the third time.

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

Wil Evans presented several slides and a marketing video for Maury County. Council had many compliments to Wil on the video.

Mayor Molder also complimented Mr. Evans and the Chamber on a successful Annual Event.

ORGANIZATIONAL BUSINESS.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023

Item 6.1 APPROVE THE MINUTES OF THE JANUARY 12, 2023, CITY COUNCIL MEETING – CITY MANAGER’S OFFICE.

Council Member Marshall moved to approve the January 12, 2023 Regular City Council Meeting Minutes. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 6.2 APPROVE THE RETIREMENT BENEFITS FOR JAMES SHANNON, POLICE LIEUTENANT, POLICE DEPARTMENT, AND PRESENTATION OF GIFT CHECK AND RETIREMENT PLAQUE BY MAYOR MOLDER – HUMAN RESOURCES DEPARTMENT.

Council Member Marshall moved to approve the retirement benefits for James Shannon. Council Member Greene seconded the motion.

All Council Members present voted aye.

Mayor Molder presented the plaque and check to Lieutenant Shannon. Mayor noted that Lieutenant Shannon had selflessly served the country with 2 tours of duty in Afghanistan in addition to his service to the City of Columbia. Police Chief Alsup also expressed his thanks to Lieutenant Shannon, and complimented him on his consistent professionalism while he was a part of the Columbia Police Department. Lieutenant Shannon expressed his thanks to the City and stated that it had been an honor to serve.

Item 6.3 APPROVE THE RATIFICATION OF RETIREMENT BENEFITS FOR MARVIN EMLER, EQUIPMENT OPERATOR, STREETS DEPARTMENT – HUMAN RESOURCES DEPARTMENT.

Council Member Coleman moved to approve the retirement benefits for Marvin Emler. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 6.4 APPROVE THE MAYOR’S REAPPOINTMENT OF CHARLIE GOATZ TO THE CITY OF COLUMBIA PLANNING COMMISSION FOR A THREE-YEAR TERM THAT BEGAN ON FEBRUARY 8, 2021, AND EXPIRES ON FEBRUARY 8, 2024.

Council Member Coleman moved to approve the reappointment of Charlie Goatz to the City of Columbia Planning Commission. Council Member Greene seconded the motion.

All Council Members present voted aye.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023

Item 6.5 APPROVE THE MAYOR’S APPOINTMENT OF MICHAEL PARKS LAWRENCE TO THE CITY OF COLUMBIA HISTORIC ZONING COMMISSION FOR A FIVE-YEAR TERM BEGINNING ON FEBRUARY 9, 2023, AND EXPIRING ON FEBRUARY 9, 2028.

Council Member Coleman moved to approve the appointment of Michael Parks Lawrence to the City of Columbia Historic Zoning Commission. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 6.6 APPROVE THE MAYOR’S APPOINTMENT OF RICHARD LAW TO THE CITY OF COLUMBIA HISTORIC ZONING COMMISSION FOR A FIVE-YEAR TERM BEGINNING ON FEBRUARY 9, 2023 AND EXPIRING ON FEBRUARY 9, 2028.

Item 6.6 was removed from the Agenda.

Item 6.7 APPROVE THE MAYOR’S NOMINATION TO SERVE AS THE CITY OF COLUMBIA’S REPRESENTATIVE OF THE BOARD OF PUBLIC UTILITIES FOR A TERM THAT BEGAN ON JANUARY 1, 2023 AND EXPIRES AT THE END OF THE COUNCIL MEMBER’S TERM.

Mayor Molder motioned to appoint Council Member Marshall to serve as the City of Columbia’s Representative on the Board of Public Utilities. Vice-Mayor McBroom seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA.

Mayor Molder stated Item 7.12 would be moved out of the Consent Agenda.

Council Member Coleman move to approve the Consent Agenda with the exception of Item 7.12. Council Member Greene seconded the motion. All Council Members present voted aye and the following items were approved.

1. Approve Disbursements for the month of December 2022 in the amount of \$5,186,128.72 – Finance.
2. Approve the payment to Maury County to provide funding for the Maury County/City of Columbia Animal Services Facility for the second quarter of FY 2023 \$50,000 – Finance.
3. Approve and authorize the disposal of surplus equipment – Finance.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023

4. Receive and file quarterly investment report for the month ending December 31, 2022 pursuant to the City's Investment and Internal Controls Policies – Finance – SPG, Financially Responsible City Providing Excellent Services.
5. Approve the annual renewal of Liability and Auto Insurance with Public Entity Partners in the amount of \$360,634 – Finance.
6. Approve and authorize the Mayor to sign the Non-exclusive Use and Occupancy Permit between the City of Columbia and All Hands On Deck – Wards 3 and 4 – Parks and Recreation Department.
7. Approve and authorize the Mayor to sign the Non-exclusive Use and Occupancy Permit between the City of Columbia and the Columbia Girls Fastpitch Association for the 2023 Season – Ward 4 – Parks and Recreation Department.
8. Approve and authorize the Mayor to execute the Project Development Agreement between the City of Columbia and Path Company, LLC for an Energy Audit of City Hall in the amount of \$9,800 – Development Services Department.
9. Approve and authorize the Mayor to sign a Letter of Agreement between the City of Columbia and Tennessee Department of Economic & Community Development Confirming Participation in the Tennessee Main Street Program & the National Main Street Network – City Manager's Office.
10. Approve and authorize the Mayor to sign a contract between the City of Columbia and Music City Publications for advertising in the March & May 2023 Issues of Maury County Living Magazine and Williamson County Living Magazine in the amount of \$4,400 – City Manager's Office.
11. Approve and authorize the renewal of the Membership Services Agreement between the City of Columbia and Muletown Rec, LLC in the amount of \$100,000 – City Manager's Office.
13. Approve and authorize the Mayor to execute Amendment No. 1 with TDOT for Agreement No. 200035, Iron Bridge Road, Bridge over Lytle Creek, LM 1.300 Project ID No. 130092.00 – Development Service Department.
14. Approve the emergency purchase of a pump to serve the Bear Creek Pike Pump Station in the amount of \$25,031 – Wastewater Department.
15. Approve and authorize the Mayor to execute a contract with Stechyn and Son, Inc DBA: Servicemaster by Stechyn & Son in the amount of \$101,094.75 – Fire & Rescue.
16. Approve and authorize the Mayor to execute an agreement with Kimley-Horn and Associates, Inc. for design services for a Skate Park and Splash Pad Feasibility Study in the amount of \$43,200 – Parks and Recreation Department.

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February 9, 2023

Item 7.12 Approve the purchase of additional trash containers, recycle containers, commercial dumpsters and dumpster bottoms in the amount of \$45,000 – Public Works Department.

Mayor Molder invited Mr. David Webb to address Council on Item 7.12. Mr. Webb stated he was in support of this item; however, asked Council to consider finding a way to make developers cover this cost to new developments as well as covering other such costs to the City like additional garbage trucks, etc. going forward. There was some discussion regarding the legality of such “Impact Fees” and what the City could and could not do with the moneys collected.

Council Member Greene moved to approve the purchase of additional trash containers, recycle containers, commercial dumpsters and dumpster bottoms. Council Member Marshall seconded the motion.

All Council Members present voted aye.

RESOLUTIONS.

Item 9.1 RESOLUTION NO. 23-06 – TAX CORRECTIONS – CITY RECORDER’S OFFICE.

Council Member Marshall moved to approve Resolution No. 23-06. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.2 RESOLUTION NO. 23-07 – A RESOLUTION ACCEPTING A DONATION FROM JENNIE HARRIS SOUTHALL MEMORIAL TRUST TO BE USED FOR THE RESTORATION OR UPKEEP OF THE FACILITIES AT GREENWOOD CEMETERY IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000) – PARKS AND RECREATION DEPARTMENT.

Council Member Greene moved to approve Resolution No. 23-07. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.3 RESOLUTION NO. 23-08 – A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING INDEPENDENCE AT CARTER’S STATION, SECTION 3, PHASE 3 – WASTEWATER DEPARTMENT.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

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Council Member Coleman moved to approve Resolution No. 23-08. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.4 RESOLUTION NO. 23-09 – A RESOLUTION TO MAKE APPLICATION FOR A CDBG COVID-19 PROGRAM GRANT THROUGH THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO ASSIST WITH LOCAL CHILDCARE SERVICES IN THE AMOUNT NOT TO EXCEED \$500,000 – CITY MANAGER’S OFFICE.

Council Member Coleman moved to approve Resolution No. 23-09. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.5 – RESOLUTION NO. 23-10 – A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVICE SUMMITTY AT CARTER’S STATION, PHASE 1 – WARD 5 – WASTEWATER DEPARTMENT.

Council Member Coleman move to approve Resolution No. 23-10. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.6 RESOLUTION NO. 23-13 – A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO APPLY FOR THE FY 2022 FEMA ASSISTANCE TO FIREFIGHTERS GRANT, ACCEPT THE GRANT AWARD AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT – FIRE & RESCUE.

Council Member Coleman moved to approve Resolution No. 23-13. Council Member Greene seconded the motion.

All Council Members present voted aye.

10. ORDINANCES.

Item 10.1 2ND CONSIDERATION OF ORDINANCE NO. 4449 AS AMENDED – AN ORDINANCE TO REVISE THE FIVE WARDS OF THE CITY OF COLUMBIA,

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023

TENNESSEE, BASED ON THE 2020 CENSUS – DEVELOPMENT SERVICES DEPARTMENT.

Council Member Marshall moved to approve Ordinance No. 4449, as amended on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 10.2 2ND CONSIDERATION OF ORDINANCE NO. 4450 AS AMENDED – AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 BUDGET ORDINANCE NO. 4404 PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, AND WASTEWATER FUNDS – FINANCE.

Council Member Greene move to approve Ordinance No. 4450, as amended on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.3 – 1ST CONSIDERATION OF ORDINANCE NO. 4451 – AN ORDINANCE DELETING TITLE 18, CHAPTER 1 SECTION 18-105 OF THE CITY OF COLUMBIA MUNICIPAL CODE IN ITS ENTIRETY AND INSERTING A NEW TITLE 18, CHAPTER 1 SECTION 18-105 WHICH ENACTED A SEWER IMPACT FEE UPON NEW SEWER CUSTOMERS TO SERVE THE DEMAND FOR SANITARY SEWER SYSTEM CAPITAL FACILITIES AND PUBLIC IMPROVEMENTS AND ESTABLISH THE DATE OF MARCH 9, 2023 AS THE DATE OF PUBLIC HEARING – WASTEWATER DEPARTMENT.

Council Member Greene moved to approve Ordinance No. 4451 on first consideration and establish the date of March 9, 2023 as the date of Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.4 – 1ST CONSIDERATION ON ORDINANCE NO. 4452 – AN ORDINANCE TO AMEND THE CONNECT COLUMBIA COMPREHENSIVE PLAN LAND USE DESIGNATION FOR A PORTION OF TAX MAP 90 PARCEL 12.01, LOCATED OFF BEAR CREEK PIKE, FROM SUBURBAN NEIGHBORHOOD TO URBAN NEIGHBORHOOD AND ESTABLISH MARCH 9, 2023 AS THE DATE OF PUBLIC HEARING – WARD 5 – DEVELOPMENT SERVICES DEPARTMENT.

Item 10.4 was removed from the Agenda at the request of the applicant.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023

Item 10.5 – 1ST CONSIDERATION ON ORDINANCE NO. 4454 – AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ZONING A PORTION OF PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-11, LOCATED OFF BEAR CREEK PIKE AT TAX MAP 90 PARCEL 12.01 TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND ESTABLISH MARCH 9, 2023 AS THE DATE OF PUBLIC HEARING – WARD – DEVELOPMENT SERVICES DEPARTMENT.

Item 10.5 was removed from the Agenda at the request of the applicant.

Item 10.6 – 1ST CONSIDERATION ON ORDINANCE NO. 4454 – AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ZONING A PORTION OF PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-12, LOCATED OFF BEAR CREEK PIKE AT TAX MAP 90 PARCEL 12.01 TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) AND ESTABLISH MARCH 9, 2023 AS THE DATE OF PUBLIC HEARING.

Item 10.6 was removed from the Agenda at the request of the applicant.

OTHER BUSINESS.

Council Member Marshall expressed thanks to Columbia Police Department regarding the standoff situation that took place earlier in the week on his street.
Mayor Molder echoed the sentiment.

EXECUTIVE SESSION.

At the conclusion of the business meeting, Council recessed into Executive Session at 6:23 pm. After returning from Executive Session, Mayor Molder made the motion to approve the Buruca settlement. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye to approve the settlement with the exception of Council Member Coleman who abstained.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023

ADJOURNMENT.

There being no further business Mayor Molder moved to adjourn the meeting. Council Member Coleman seconded the motion. All Council Members present voted aye. The meeting adjourned at 7:06 pm.

APPROVED:

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING JANUARY 31, 2023

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	2,998,190.92	628,713.22	1,460,672.47	908,805.23
Sanitation Fund	293,942.01	25,727.08	81,800.88	186,414.05
Wastewater Fund	579,618.35	46,260.67	166,294.99	367,062.69
Street & Transportation Fund				-
State Street Aid	156,223.11	-		156,223.11
Drug Fund	2,312.56			2,312.56
Debt Service Fund				-
Capital Projects Fund	113,023.68			113,023.68
Sewer Revenue & Tax Bond Issue	-			-
Sewer Impact Fee #2	-			-
Insurance Fund	584,240.08	440,661.35		143,578.73
2017 GO Public Imp Bonds	-			-
2010 GO Bond Issue	-			-
Cleary Construction Escrow	-			-
Industrial Development Board	-	-	-	-
	\$ 4,727,550.71	\$ 1,141,362.32	\$ 1,708,768.34	\$ 1,877,420.05

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 1/1/2023 - 1/31/2023**

GENERAL FUND

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130996	1/5/2023	Columbia Power & Water Systems	\$26.18
130997	1/5/2023	Daily Herald (Subscription)	\$148.20
130998	1/5/2023	Communications Services, Inc.	\$324.37
130999	1/5/2023	Rippey Auto Parts Co Inc	\$84.00
131000	1/5/2023	Tn Dept Of Revenue	\$437.96
131001	1/5/2023	TN Dept Of Safety	\$23.75
131002	1/5/2023	NAFECO Inc	\$4,172.00
131003	1/5/2023	Public Entity Partners	\$11,418.87
131004	1/5/2023	Complete Forms Supply Co LLC	\$3,070.14
131005	1/5/2023	Dell Marketing L P	\$1,606.93
131006	1/5/2023	Best Cleaners	\$352.92
131007	1/5/2023	Southern Software Inc	\$15,766.00
131008	1/5/2023	State Of TN Attn: Lily White	\$109.25
131009	1/5/2023	State Of TN Dept Of Revenue	\$9.50
131010	1/5/2023	G & W Diesel Services, Inc.	\$162.24
131011	1/5/2023	Parman Energy Group LLC	\$1,506.68
131012	1/5/2023	UniFirst Corporation	\$1,914.00
131013	1/5/2023	SESAC, Inc.	\$1,104.00
131014	1/5/2023	Galls LLC	\$1,235.06
131015	1/5/2023	Tony Massey	\$132.00
131016	1/5/2023	Hughes McDaniel & Associates	\$500.00
131017	1/5/2023	SRM Concrete	\$401.00
131018	1/5/2023	Certified Languages International	\$104.40
131019	1/5/2023	Maury Regional Hospital Marshall Medical Ctr	\$430.00
131020	1/5/2023	Keturah Brown	\$150.00
131021	1/5/2023	Colonial Life	\$7,111.92
131022	1/5/2023	Maury County 911	\$27,670.28
131023	1/5/2023	Linda S Crigger	\$75.00
131024	1/5/2023	Waynes Pest Control	\$55.00
131025	1/5/2023	City of Col Petty Cash	\$100.00
131026	1/5/2023	David C Williams	\$432.00
131027	1/5/2023	Amisael Jonardo Jimenez	\$432.00
131028	1/5/2023	Joshua Adam Iglus	\$432.00
131029	1/5/2023	Billy Keith Hughes	\$432.00
131030	1/5/2023	Zachary E Garner	\$432.00
131031	1/5/2023	April Marie Boyle	\$432.00
131032	1/5/2023	Helen J. Church	\$75.00
131033	1/5/2023	Danny R Jones	\$75.00
131034	1/5/2023	Nina L Riggins	\$75.00
131035	1/5/2023	Lillie M Martin	\$75.00
131036	1/5/2023	Virginia Scott	\$75.00
131037	1/5/2023	Peggy R Smith	\$75.00
131038	1/5/2023	Wesley A Potter	\$75.00
131039	1/12/2023	City Of Col Employees Retireme	\$190,723.71
131040	1/12/2023	Columbia Power & Water Systems	\$13,423.65
131041	1/12/2023	Jones & Lang Sporting Goods	\$120.00
131042	1/12/2023	Morgan Brothers Electric Inc	\$40.14
131043	1/12/2023	Rippey Auto Parts Co Inc	\$72.00
131044	1/12/2023	International Assoc of Chiefs of Police	\$190.00
131045	1/12/2023	Maury Co United Way	\$509.00
131046	1/12/2023	Columbia Oil Company Inc	\$7,881.74
131047	1/12/2023	Jim's Auto Accessories Inc	\$161.76

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131048	1/12/2023	Stoltz Printing Co	\$509.50
131049	1/12/2023	GT Distributors Inc	\$3,593.75
131050	1/12/2023	Neel-Schaffer	\$9,610.00
131051	1/12/2023	AT&T	\$1,421.27
131052	1/12/2023	AT&T	\$67.20
131053	1/12/2023	Dell Marketing L P	\$4,837.37
131054	1/12/2023	NexAir LLC	\$40.11
131055	1/12/2023	Robert J Young Company LLC	\$198.80
131056	1/12/2023	Gulf States Distributors Inc	\$2,583.00
131057	1/12/2023	Lose Design - Lose & Associates, Inc	\$18,970.00
131058	1/12/2023	CMS Uniforms & Equipment	\$3,827.65
131059	1/12/2023	Break Time Services	\$177.00
131060	1/12/2023	Royal Flush Portables	\$170.00
131061	1/12/2023	Columbia Firefighter Assn	\$520.00
131062	1/12/2023	G & W Diesel Services, Inc.	\$1,597.61
131063	1/12/2023	Parman Energy Group LLC	\$2,895.64
131064	1/12/2023	Better Business Solutions	\$255.31
131065	1/12/2023	UniFirst Corporation	\$957.24
131066	1/12/2023	J & M Supply Solutions	\$412.72
131067	1/12/2023	City Of Col Tn Retirement	\$24,976.40
131068	1/12/2023	D & D Towing & Recovery	\$175.00
131069	1/12/2023	Tri Star Energy	\$12,343.47
131070	1/12/2023	Life Services EAP	\$1,647.30
131071	1/12/2023	WMCP Radio	\$152.00
131072	1/12/2023	Leaf	\$643.00
131073	1/12/2023	Clark Home Improvement	\$21,000.00
131074	1/12/2023	Phillips Distributing	\$1,725.00
131075	1/12/2023	Waypoint Business Solutions	\$41,172.36
131076	1/12/2023	Hutton Advertising LLC	\$1,515.00
131077	1/12/2023	LanLink Communications, LLC	\$1,049.10
131078	1/12/2023	Foundation Title & Escrow	\$416.00
131079	1/12/2023	Reach Technologies	\$223.64
131080	1/12/2023	Apparel Masters of Tennessee	\$1,264.55
131081	1/12/2023	Corelogic Centralized Refunds	\$251.00
131082	1/12/2023	Augusta M Walker	\$75.00
131083	1/12/2023	Clarence T Stubblefield	\$75.00
131084	1/12/2023	Melissa H Ellis	\$75.00
131085	1/12/2023	TriStar Elevator LLC	\$264.00
131086	1/12/2023	Culleoka Company LLC	\$552.00
131087	1/12/2023	Volunteer Paving LLC	\$647.80
131088	1/12/2023	OnCell Systems, Inc	\$2,295.00
131089	1/12/2023	Harry M Bryant	\$75.00
131090	1/12/2023	Freedom Hill Land Management	\$11,184.58
131091	1/12/2023	eSkill	\$5,000.00
131092	1/12/2023	Southern Duplicating of Middle Tennessee	\$594.51
131093	1/12/2023	Pettye P Isabelle	\$75.00
131094	1/12/2023	Betty L Gordon	\$75.00
131095	1/12/2023	Southeastern Shirt Corp.	\$601.96
131096	1/12/2023	Wells Fargo Financial Leasing, Inc	\$134.25
131097	1/12/2023	Q1 Media, Inc	\$4,962.73
131098	1/12/2023	Atlantic Coast Fire Trucks, LLC	\$347.50
131099	1/12/2023	Patricia A. Buchanan	\$75.00

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131100	1/12/2023	Bobby W. Love	\$75.00
131101	1/12/2023	Jayden Jones	\$75.00
131102	1/12/2023	Martha G. Church	\$75.00
131103	1/12/2023	Marion Counts Jr	\$75.00
131104	1/12/2023	Vivian Crumley	\$75.00
131105	1/12/2023	Rigoberto Escalante	\$75.00
131106	1/12/2023	Momentum Title	\$413.00
131107	1/12/2023	S Jason Whatley, Attorney at Law	\$200.00
131108	1/18/2023	Ace Hardware	\$7.59
131109	1/18/2023	Columbia Power & Water Systems	\$5,759.10
131110	1/18/2023	Ted's Sporting Goods	\$98.00
131111	1/18/2023	GT Distributors Inc	\$15,870.00
131112	1/18/2023	Auto Trim Design	\$3,617.90
131113	1/18/2023	David's Lock & Key Inc	\$103.11
131114	1/18/2023	AmeriGas	\$103.81
131115	1/18/2023	Rogers Group Inc	\$245.89
131116	1/18/2023	Dell Marketing L P	\$268.00
131117	1/18/2023	Sunbelt Rentals Inc	\$745.60
131118	1/18/2023	TN Fire Svs & Codes Enf Academy	\$10,949.40
131119	1/18/2023	UniFirst Corporation	\$268.22
131120	1/18/2023	Tri Star Energy	\$29,744.29
131121	1/18/2023	Atmos Energy	\$11,387.14
131122	1/18/2023	Gateway Tire & Service Center	\$912.90
131123	1/18/2023	JayBird Portable Restrooms LLC	\$85.00
131124	1/18/2023	Needle And Grain	\$833.00
131125	1/18/2023	Waypoint Business Solutions	\$562.50
131126	1/18/2023	Knighthorst Shredding, LLC	\$287.50
131127	1/18/2023	Nashville Convention & Visitors Corp	\$595.00
131128	1/18/2023	TriStar Elevator LLC	\$264.00
131129	1/18/2023	Wells Fargo Financial Leasing, Inc	\$231.54
131130	1/18/2023	Perennial Communications, LLC	\$2,595.00
131131	1/18/2023	Atlantic Coast Fire Trucks, LLC	\$672.27
131132	1/18/2023	IACP-Int'l Assoc of Chiefs of Police (Dues)	\$380.00
131133	1/18/2023	Thomas R Campbell	\$75.00
131134	1/18/2023	Basil M Poag	\$75.00
131135	1/18/2023	Vicki Benson	\$137.00
131136	1/18/2023	Brandon Stanfill	\$271.00
131137	1/25/2023	Columbia Power & Water Systems	\$14,757.61
131138	1/25/2023	Jones & Lang Sporting Goods	\$60.00
131139	1/25/2023	Communications Services, Inc.	\$1,725.00
131140	1/25/2023	Maury Co Government	\$11,813.98
131141	1/25/2023	Maury Co United Way	\$509.00
131142	1/25/2023	Truckers Lighthouse	\$548.00
131143	1/25/2023	Auto Trim Design	\$3,617.90
131144	1/25/2023	David's Lock & Key Inc	\$813.00
131145	1/25/2023	Mail Call	\$2,700.08
131146	1/25/2023	Dell Marketing L P	\$856.20
131147	1/25/2023	Robert J Young Company LLC	\$200.56
131148	1/25/2023	Sunbelt Rentals Inc	\$652.77
131149	1/25/2023	VOID-VOID-VOID	\$0.00
131150	1/25/2023	Ricky Stanfill	\$200.00
131151	1/25/2023	Tn Electrical, Inc.	\$2,750.00

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131152	1/25/2023	Short Services Group dba Landscape Management Co	\$4,106.45
131153	1/25/2023	TN Fire Svs & Codes Enf Academy	\$2,630.90
131154	1/25/2023	Break Time Services	\$153.15
131155	1/25/2023	Unum Life Insurance Co Of Amer	\$1,797.15
131156	1/25/2023	Columbia Firefighter Assn	\$520.00
131157	1/25/2023	Wilson County Motors	\$93,807.30
131158	1/25/2023	Maury County Equipment	\$308.00
131159	1/25/2023	G & W Diesel Services, Inc.	\$205.79
131160	1/25/2023	Zoll Medical Corporation	\$225.00
131161	1/25/2023	Parman Energy Group LLC	\$416.66
131162	1/25/2023	Mutual Of Omaha	\$11,551.19
131163	1/25/2023	UniFirst Corporation	\$79.74
131164	1/25/2023	Columbia Kubota LLC	\$32.96
131165	1/25/2023	J & M Supply Solutions	\$60.91
131166	1/25/2023	D & D Towing & Recovery	\$175.00
131167	1/25/2023	Greenville Turf & Tractor	\$884.57
131168	1/25/2023	Atmos Energy	\$10,002.62
131169	1/25/2023	Preventia Security	\$289.00
131170	1/25/2023	My Alarm Center LLC	\$297.21
131171	1/25/2023	Daily Herald (Ads)	\$1,770.31
131172	1/25/2023	ServiceMaster By Stechyn & Son	\$24,000.00
131173	1/25/2023	SRM Concrete	\$2,870.00
131174	1/25/2023	Mackel Reagan	\$70.00
131175	1/25/2023	CovertTrack Group Inc	\$1,200.00
131176	1/25/2023	Telecom Tower Group LLC	\$289.83
131177	1/25/2023	Combined Insurance, a Chubb Company	\$1,034.86
131178	1/25/2023	Copycats Print Services Llc	\$215.10
131179	1/25/2023	Henderson, Hutcherson &	\$13,600.00
131180	1/25/2023	Verizon Wireless 01	\$169.42
131181	1/25/2023	Verizon Wireless 09	\$88.60
131182	1/25/2023	Reach Technologies	\$80.36
131183	1/25/2023	Simplot Turf & Horticulture	\$2,697.60
131184	1/25/2023	Liquidity Services Operations LLC	\$2,554.97
131185	1/25/2023	Volunteer Paving LLC	\$108.23
131186	1/25/2023	Verizon Connect	\$322.15
131187	1/25/2023	Muletown Rec	\$9,765.62
131188	1/25/2023	T-Mobile	\$146.10
131189	1/25/2023	T-Square Engineering	\$2,253.75
131190	1/25/2023	Ra'Kwaan Wilson	\$62.00
131191	1/25/2023	Visual Media Co LLC	\$300.00
131192	1/25/2023	Sarah E Massey	\$55.06
131193	1/25/2023	City of Col Petty Cash	\$100.00
131194	1/25/2023	Cindy Greene	\$55.06
131195	1/25/2023	DocuPhase LLC	\$7,226.25
131196	1/25/2023	Charles Blasingame	\$86.00
131197	1/25/2023	Clark Quin Photography	\$40.00
131198	1/25/2023	Mohsen and Janis Sarfehjo	\$112.00
131199	1/25/2023	Marshall County Medical Ctr	\$52.00
131200	1/25/2023	Oscar Ruiz	\$299.71
131201	1/25/2023	Walter A Wood Supply Co	\$916.72
131202	1/25/2023	Nancy Nichols	\$155.85
131203	1/25/2023	CaseGuard Studio	\$3,948.00

**CITY OF COLUMBIA
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GENERAL FUND

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131204	1/27/2023	TN Bureau Of Investigation	\$700.00
131205	1/27/2023	Tristar Bank	\$6,364.70
131206	1/27/2023	William Z Whitaker	\$75.00
131207	1/27/2023	Terry Wilson	\$137.00
131208	1/30/2023	DLT Solutions LLC	\$1,627.56
131209	1/30/2023	John Tyler Cobb	\$100.00
131210	1/30/2023	William Mac Hull	\$216.00
131211	1/30/2023	Justin Lee Spann	\$216.00
131212	1/30/2023	Colonial Life	\$7,010.38
131213	1/30/2023	Abbey Lynne Boram	\$216.00

Total Purchase Cards:	\$	73,793.61
Total Payroll Transfers:	\$	1,460,672.47
Total Misc. Transfers:	\$	628,713.22
Total Checks: 218	\$	835,011.62
Total:	\$	2,998,190.92

STATE STREET AID

7953	1/5/2023	Columbia Power & Water Systems	\$33.90
7954	1/5/2023	G & C Supply Co Inc	\$913.20
7955	1/12/2023	Columbia Power & Water Systems	\$1,160.50
7956	1/12/2023	Temple Inc	\$3,875.00
7957	1/12/2023	Red Bud Supply Inc	\$3,221.93
7958	1/12/2023	Wilson County Motors	\$55,293.50
7959	1/12/2023	Firstnet Services Provided By AT&T Mobility	\$382.40
7960	1/18/2023	Columbia Power & Water Systems	\$19,389.73
7961	1/25/2023	Columbia Power & Water Systems	\$289.09
7962	1/25/2023	G & C Supply Co Inc	\$1,104.00
7963	1/25/2023	Firstnet Services Provided By AT&T Mobility	\$382.88
7964	1/25/2023	R&C Construction	\$69,500.00

Total Purchase Cards:	\$	676.98
Total Misc. Transfers:	\$	-
Total Checks: 12	\$	155,546.13
Total:	\$	156,223.11

SANITATION

21847	1/5/2023	Daily Herald (Subscription)	\$148.20
21848	1/5/2023	Public Entity Partners	\$1,675.08
21849	1/5/2023	UniFirst Corporation	\$611.87
21850	1/5/2023	United Waste Haulers Of TN LLC	\$21,940.56
21851	1/5/2023	Colonial Life	\$635.08
21852	1/12/2023	City Of Col Employees Retireme	\$8,157.53
21853	1/12/2023	Columbia Power & Water Systems	\$2,211.86
21854	1/12/2023	Columbia Oil Company Inc	\$24,707.03
21855	1/12/2023	Robert J Young Company LLC	\$16.50
21856	1/12/2023	Break Time Services	\$28.00
21857	1/12/2023	City Of Col Tn Retirement	\$1,068.28
21858	1/12/2023	Tri Star Energy	\$1,323.31

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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SANITATION

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21859	1/12/2023	Life Services EAP	\$107.10
21860	1/12/2023	Marshall County Solid Waste and Recycling	\$2,728.05
21861	1/12/2023	Wells Fargo Financial Leasing, Inc	\$134.26
21862	1/18/2023	Maury County Solid Waste	\$73,780.99
21863	1/18/2023	Atmos Energy	\$715.48
21864	1/18/2023	United Waste Haulers Of TN LLC	\$11,079.24
21865	1/25/2023	Columbia Power & Water Systems	\$21.81
21866	1/25/2023	Unum Life Insurance Co Of Amer	\$146.80
21867	1/25/2023	Mutual Of Omaha	\$581.47
21868	1/25/2023	Daily Herald (Ads)	\$312.10
21869	1/25/2023	United Waste Haulers Of TN LLC	\$3,267.46
21870	1/25/2023	Combined Insurance, a Chubb Company	\$106.04
21871	1/25/2023	Henderson, Hutcherson &	\$1,400.00
21872	1/25/2023	Toter, LLC	\$9,984.00
21873	1/25/2023	Muletown Rec	\$1,367.19
21874	1/30/2023	Colonial Life	\$635.08

Total Purchase Cards:	\$	17,523.68
Total Payroll Transfers:	\$	81,800.88
Total Misc. Transfers:	\$	25,727.08
Total Checks: 28	\$	<u>168,890.37</u>
Total:	\$	293,942.01

WASTEWATER

47723	1/5/2023	Columbia Power & Water Systems	\$1,348.52
47724	1/5/2023	Duck River Electric	\$325.61
47725	1/5/2023	Public Entity Partners	\$597.31
47726	1/5/2023	Red Bud Supply Inc	\$920.36
47727	1/5/2023	Southern Pipe And Supply Co	\$56.96
47728	1/5/2023	UniFirst Corporation	\$1,623.39
47729	1/5/2023	Colonial Life	\$1,293.96
47730	1/5/2023	Mack Emmitt	\$109.74
47731	1/12/2023	City Of Col Employees Retireme	\$14,905.25
47732	1/12/2023	Columbia Power & Water Systems	\$87,168.65
47733	1/12/2023	Columbia Oil Company Inc	\$5,109.37
47734	1/12/2023	Stoltz Printing Co	\$519.00
47735	1/12/2023	AT&T	\$5,107.24
47736	1/12/2023	Southern Sales Co	\$4,616.38
47737	1/12/2023	Robert J Young Company LLC	\$10,215.00
47738	1/12/2023	USA Blue Book	\$310.45
47739	1/12/2023	Ace Septic Service	\$750.00
47740	1/12/2023	Vulcan Materials Co	\$255.84
47741	1/12/2023	City Of Col Tn Retirement	\$1,951.93
47742	1/12/2023	Tri Star Energy	\$2,683.76
47743	1/12/2023	Life Services EAP	\$204.00
47744	1/12/2023	BCV Systems LLC	\$2,828.00
47745	1/12/2023	TriStar Elevator LLC	\$614.00
47746	1/12/2023	Waypoint Analytical, LLC	\$478.00
47747	1/12/2023	Source Technologies	\$21,597.92
47748	1/12/2023	Bryson Jones	\$125.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 1/1/2023 - 1/31/2023**

WASTEWATER

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47749	1/18/2023	Columbia Power & Water Systems	\$448.24
47750	1/18/2023	ICM - Improved Construction Methods	\$1,008.00
47751	1/18/2023	Mail Call	\$7.30
47752	1/18/2023	North Central Laboratories-NCL of Wisconsin, Inc	\$198.40
47753	1/18/2023	WM CORPORATE SERVICES, INC	\$10,736.68
47754	1/18/2023	Vulcan Materials Co	\$210.45
47755	1/18/2023	UniFirst Corporation	\$328.86
47756	1/18/2023	Atmos Energy	\$107.06
47757	1/18/2023	Source Technologies	\$20,608.00
47758	1/25/2023	Columbia Power & Water Systems	\$771.72
47759	1/25/2023	Duck River Electric	\$2,498.50
47760	1/25/2023	Southern Sales Co	\$717.38
47761	1/25/2023	Applied Industrial Technologies	\$351.60
47762	1/25/2023	Robert J Young Company LLC	\$80.86
47763	1/25/2023	WM CORPORATE SERVICES, INC	\$13,716.33
47764	1/25/2023	USA Blue Book	\$310.45
47765	1/25/2023	Vulcan Materials Co	\$685.58
47766	1/25/2023	Unum Life Insurance Co Of Amer	\$69.20
47767	1/25/2023	Wascon Inc.	\$509.31
47768	1/25/2023	Mutual Of Omaha	\$1,715.81
47769	1/25/2023	UniFirst Corporation	\$338.01
47770	1/25/2023	Atmos Energy	\$117.05
47771	1/25/2023	Cook's Pest Control Inc	\$117.00
47772	1/25/2023	Combined Insurance, a Chubb Company	\$29.40
47773	1/25/2023	Henderson, Hutcherson &	\$5,000.00
47774	1/25/2023	Bruhn & Bruhn Fire	\$842.00
47775	1/25/2023	Waypoint Analytical, LLC	\$1,056.00
47776	1/25/2023	Muletown Rec	\$1,367.19
47777	1/27/2023	AT&T	\$3,853.58
47778	1/27/2023	VOID-VOID-VOID	\$0.00
47779	1/27/2023	Richmond American Homes of TN	\$4,775.00
47780	1/30/2023	J R Wauford & Co Cons Eng, Inc	\$120,400.00
47781	1/30/2023	Colonial Life	\$1,187.06

Total Purchase Cards:	\$	7,185.03
Total Payroll Transfers:	\$	166,294.99
Total Misc. Transfers:	\$	46,260.67
Total Checks: 59	\$	<u>359,877.66</u>
Total:	\$	579,618.35

DRUG

5938	1/25/2023	Thomson Reuters - West	\$56.00
5939	1/25/2023	CovertTrack Group Inc	\$600.00

Total Purchase Cards:	\$	1,656.56
Total Checks: 2	\$	<u>656.00</u>
Total:	\$	2,312.56

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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INSURANCE

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3029	1/5/2023	Sherrill Morgan	\$9,625.00
3030	1/5/2023	Maury Regional Hospital Marshall Medical Ctr	\$14,409.00
3031	1/12/2023	Sun Life Financial	\$42,274.34
3032	1/25/2023	BlueCross BlueShield Of TN	\$22,182.42
3033	1/25/2023	Muletown Rec	\$12,500.00
3034	1/30/2023	Sun Life Financial	\$42,587.97

Total Misc. Transfers:	\$	440,661.35
Total Checks: 6	\$	<u>143,578.73</u>
Total:	\$	584,240.08

CAPITAL PROJECTS

3011	1/5/2023	Gresham Smith & Partners	\$303.71
3012	1/12/2023	Ragan Smith & Associates Inc	\$112,719.97

Total Misc. Transfers:	\$	-
Total Checks: 2	\$	<u>113,023.68</u>
Total:	\$	113,023.68



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Sommar Jayne, Purchasing Agenda, sjaynes@columbiatn.com, 931-560-1580

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE DISPOSAL OF SURPLUS EQUIPMENT

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

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

SURPLUS LISTING FOR COUNCIL AGENDA

3/9/2023

Dept Code	Description	Serial #
42100	2009 Harley Davidson	1HD1FMM129Y646439
42100	2009 Harley Davidson	1HD1FMM179Y646050
42100	2012 Chevy Impala	2G1WD5E3XC1184430
42100	2011 Chevy Impala	2G1WD5EM7B1124063
42100	2011 Chevy Impala	2G1WD5EM5B1123123
42100	1993 Ford E350 Bus	1FDJE37M1PHB65224
42100	1986 GMC Armored Truck	1GDJ7D1F1GV509842



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.com, (931) 560-1559

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH TYLER TECHNOLOGIES FOR NEW ERP SOFTWARE AND COURT SOFTWARE IN THE AMOUNT OF \$544,062

RECOMMENDATION: Approve SAAS agreement with Tyler Technologies.

INFORMATION: A 2022 strategic planning goal, the Finance Department issued a request for proposals (RFP) from responsive vendors for enterprise resource planning software especially focused on finance, accounting and courts. After reviewing submissions, Tyler Technologies was identified as the most responsive proponent.

Tyler's "Munis" software will allow all City departments to operate efficiently with automation and workflows integrated into the software. The Munis software also provides online services ranging from online permits and licensure, to online payments, i.e., business taxes, property taxes, parking tickets. The only online capabilities of the City's current system is to receive property tax payments.

While the annual maintenance cost for the software totals \$166,672, the annual cost net of savings is decreased to a total of \$45,379 per year due to increased efficiencies as referenced in the attached memo. A one-time implementation fee of \$377,390 will finance the software's implementation, including the conversion from multiple software systems currently used and staff training for the new system. The first year cost including maintenance and one-time conversion costs and related expenses is \$544,062. The three-year cost of the contract is \$877,406, the difference reflecting inclusion of year two and three annual maintenance costs.

CERTIFICATION: The Chief Financial Officer certifies that \$544,062 is budgeted and unencumbered in General City Admin-Misc.- Software Maintenance and Other Services.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 25720.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Tyler Municipal Justice and Enterprise ERP software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Columbia, Tennessee.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A



contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or

indicated at Exhibit D.

- “**Tyler**” means Tyler Technologies, Inc., a Delaware corporation.
- “**Tyler Software**” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- “**we**”, “**us**”, “**our**” and similar terms mean Tyler.
- “**you**” and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or

Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
 - 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
 - 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
 - 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule

and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us

on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree

to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in

the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty

(30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful

misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will

be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the

cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable

and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at

<https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
	Schedule 1: Tyler Sales Quote #2022-334004-R1CON2 – Municipal Justice
	Schedule 2: Tyler Sales Quote #2022-355029-C5G6M4 – Enterprise ERP
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Columbia, Tennessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Columbia
707 North Main Street
Columbia, Tennessee 38401-3317
Attention: _____

Approved as to Legal Form:

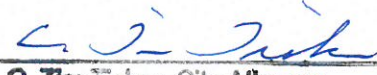
By: 
C. Tim Tisher, City Attorney



Exhibit A

Investment Summary

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

Tyler sales quotation(s) inserted on the following pages.

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**Exhibit A
Schedule 1
Investment Summary
Tyler Sales Quote #2022-334004-R1CON2
Municipal Justice**



Quoted By: Jon Atkin
Quote Expiration: 03/30/23
Quote Name: Columbia TN Municipal Justice Total
Tyler Pricing. Pricing reflects 10%
Sourcewell discount and 10% Total
Tyler discount,

Sales Quotation For:
City of Columbia
707 N Main St
Columbia TN 38401-3317

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Criminal Case Manager	\$ 25,656	\$ 5,131	\$ 20,525
Cash Collections	\$ 0	\$ 0	\$ 0
Court Payment Import Interface	\$ 1,608	\$ 322	\$ 1,286
Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	\$ 3,537	\$ 707	\$ 2,830
Officer Email Notification	\$ 2,299	\$ 460	\$ 1,839
Output Director	\$ 2,829	\$ 566	\$ 2,263
Court Public Access	\$ 5,000	\$ 0	\$ 5,000

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Collection Agency Export Interface	\$ 1,769	\$ 354	\$ 1,415
Tyler One			
Content Manager Suite			
Core	\$ 15,370	\$ 3,074	\$ 12,296

TOTAL:	\$ 58,068	\$ 10,614	\$ 47,454
Term # of Years:	3		

Tyler Fees per Transaction

Description	Net Unit Price
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Court Case Resolution Bundle	\$ 0.00
Miscellaneous Payments	\$ 1.25

Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler Third Party				
Hardware				
Topaz Signature Pad T-L462 - USB w/ Serial Emulation TLBK462-BSB				
Hosted Court Sites	1	\$ 525	\$ 525	\$ 105
TOTAL:			\$ 525	\$ 105

Services

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Description	Hours/Units	Extended Price	Maintenance
Municipal Justice 10 Suite			
Professional Services	164	\$ 23,780	\$ 0
Case Management Data Conversion	2	\$ 30,000	\$ 0
Fee Instance, Payment Plans, Restitution Data Conversion	1	\$ 8,500	\$ 0
Project Management	1	\$ 2,000	\$ 0
Warrants & Judgements Data Analysis	8	\$ 1,160	\$ 0
Warrants & Judgments Data Conversion	1	\$ 3,000	\$ 0
Content Manager Suite			
Professional Services	80	\$ 11,600	\$ 0
Conversions - Court	1	\$ 10,000	\$ 0
TOTAL:		\$ 90,040	\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 47,454
Total Third Party Hardware, Software, Services	\$ 525	\$ 105
Total Tyler Services	\$ 90,040	
Summary Total	\$ 90,565	\$ 47,559

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
Municipal Justice powered by Incode			

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Municipal Justice 10 Suite			
Cash Collections	8	\$ 1,160	\$ 0
Case Manager Data Analysis	32	\$ 4,640	\$ 0
Court Payment Import Interface	4	\$ 580	\$ 0
Criminal Case Manager Implementation Fees	96	\$ 13,920	\$ 0
Fee Instance, Payment Plans, Restitution Data Analysis	16	\$ 2,320	\$ 0
Output Director	8	\$ 1,160	\$ 0
<i>Sub-Total</i>	164	\$ 23,780	\$ 0
Tyler One			
Content Manager Suite			
Core	56	\$ 8,120	\$ 0
<i>Sub-Total</i>	56	\$ 8,120	\$ 0
ERP Pro powered by Incode			
Content Manager Suite			
Content Manager Conversion Analysis	24	\$ 3,480	\$ 0
<i>Sub-Total</i>	24	\$ 3,480	\$ 0
TOTAL:	244	\$ 35,380	\$ 0

Optional Tyler Annual Software – SaaS

Description	Annual
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Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Virtual Court			

TOTAL:		\$ 3,600
Term # of Years:	3	\$ 3,600

Optional Tyler Fees per Transaction

Description	Net Unit Price
Tyler One	
Payments	
Municipal Justice Payments	\$ 0.00

Optional Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
Lane 5000 Terminal Purchase	1	\$ 529	\$ 529	\$ 0
PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180
TOTAL:			\$ 529	\$ 180

Comments

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Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

The cost (\$15,000) of converting the parking data contained in Excel is included in this Investment Summary. More than likely you can input this data manually at no cost or if there are a large amount of records, they can be input by a contractor at a considerably lower cost to the city.

Total Tyler Solution Offering: The 20% discount includes a 10% discount offered through Sourcewell and a 10% for purchasing a Total Tyler Solution.

v10 Interface to Enterprise ERP (Munis) GL

v10 Interface to Enterprise ERP (Munis) AP

v10 Interface to Electronic Citations (Brazos) of Warrants from Municipal Justice to Electronic Citations

v10 Enforcement Mobile (Brazos) Boot and Tow Interface

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.

Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

By signing this order, you acknowledge that the items listed here are hereby added to the agreement between you and us and subject to its terms. Your access or use of Virtual Court is subject to additional terms (the "VC Terms") found here: <https://www.tylertech.com/terms/virtual-court-terms-of-use>. Unless otherwise indicated, the VC Terms and any comments specific to Virtual Court herein take precedence over conflicting comments on this order.

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

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

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

Customer Approval: _____

Date: _____

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Print Name: _____

P.O.#: _____

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Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model) If passing transaction costs to the payer	
Payer Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express	
Applies to:	3.95%
• Court: Online and In Person	\$2.50 minimum
Miscellaneous Costs	
Credit Card Chargebacks – If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
Monthly Gateway Fee – Per merchant account	\$10.00
Annual PCI Compliance Fee – Per merchant account	\$99 annually
Card Terminal Purchase – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 ; \$419 (one-time fee per device) Lane 5000 ; \$529 (one-time fee per device) Plus \$180 annual per device PCI service fee



**Exhibit A
Schedule 2
Investment Summary
Tyler Sales Quote #2022-355029-C5G6M4
Enterprise ERP**



Quoted By: Newell Price
Quote Expiration: 06/30/23
Quote Name: City of Columbia TN-ERP-Munis-
Financials & Tax
Quote Description: City of Columbia, TN-ERP-Munis-
Financials & Tax Revised 09-16-
2022
Saas Term 3.00

Sales Quotation For:

City of Columbia
707 N Main St
Columbia TN 38401-3317
Phone: +1 (931) 540-5203

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	112	\$ 19,541.00
Accounts Payable	1	32	\$ 5,531.00
Budgeting	1	48	\$ 5,531.00
Capital Assets	1	40	\$ 4,653.00
Cash Management	1	32	\$ 3,198.00
eProcurement (Vendor Access and Punch-Out)	1	24	\$ 2,900.00
Project & Grant Accounting	1	32	\$ 3,741.00
Purchasing	1	80	\$ 8,070.00
Revenue Management			
Accounts Receivable	1	64	\$ 4,069.00
Business Licenses	1	88	\$ 4,335.00
CAMA Bridge	1	16	\$ 3,124.00
Cashiering	1	40	\$ 7,034.00
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Central Property File	1	8	\$ 1,562.00
General Billing	1	32	\$ 2,689.00
Tax Billing	1	312	\$ 26,764.00
Civic Services			
Resident Access	1	40	\$ 3,800.00
Content Management			
Content Manager Core	1	32	\$ 8,055.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	80	\$ 10,810.00
Open Finance	1	0	\$ 12,000.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 5,440.00
Subscription Fees			
ACFR Statement Builder	1	32	\$ 6,070.00
Sub-Total:			\$ 148,917.00
Less Discount:			\$ 29,784.00
TOTAL		1144	\$ 119,133.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Executive Insights Implementation	1	\$ 4,800.00	\$ 0.00	\$ 4,800.00	\$ 0.00
Install Fee - Open Finance	1	\$ 3,200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
Project Management	144	\$ 175.00	\$ 0.00	\$ 25,200.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 43,500.00	\$ 0.00
Onsite Implementation	300	\$ 200.00	\$ 0.00	\$ 60,000.00	\$ 0.00
Remote Implementation	844	\$ 175.00	\$ 0.00	\$ 147,700.00	\$ 0.00
TOTAL				\$ 284,400.00	\$ 0.00

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3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00
ID Tech MiniMag USB Reader	1	\$ 62.00	\$ 0.00	\$ 62.00	\$ 0.00	\$ 0.00	\$ 0.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00	\$ 1,623.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL				\$ 2,425.00			\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 119,133.00
Total Tyler Services	\$ 284,400.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 2,425.00	\$ 0.00
Summary Total	\$ 286,825.00	\$ 119,133.00
Contract Total	\$ 644,224.00	
Estimated Travel Expenses excl in Contract		
Total	\$ 17,810.00	

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

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

All Primary values quoted in US Dollars

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Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC - Actuals up to 3 years	1	\$ 1,000.00	\$ 0.00	\$ 1,000.00
AC - Budgets up to 3 years	1	\$ 1,000.00	\$ 0.00	\$ 1,000.00
AC Standard COA	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
Accounts Payable				
AP - Checks up to 5 years	1	\$ 2,200.00	\$ 0.00	\$ 2,200.00
AP - Invoice up to 5 years	1	\$ 2,800.00	\$ 0.00	\$ 2,800.00
AP Standard Master	1	\$ 1,200.00	\$ 0.00	\$ 1,200.00
Business License				
Business Licenses Opt 1 - Bills	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Business Licenses Std Master	1	\$ 4,500.00	\$ 0.00	\$ 4,500.00
Capital Assets				
CA - History	1	\$ 1,000.00	\$ 0.00	\$ 1,000.00
CA Std Master	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
Purchasing				
Purchasing - Standard	1	\$ 1,800.00	\$ 0.00	\$ 1,800.00
Real Estate				
Real Estate - Standard up to 10 years	1	\$ 15,000.00	\$ 0.00	\$ 15,000.00
Real Estate - Tax Sale	1	\$ 6,000.00	\$ 0.00	\$ 6,000.00
TOTAL				\$ 43,500.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
My Civic	1	44	\$ 8,000.00

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TOTAL: 44 \$ 8,000.00

Optional Tyler Annual Services

Description	Qty	Imp. Hours	Annual Fee
Recurring Services			
Managed Detection & Response	1	0	\$ 26,000.00
TOTAL:		0	\$ 26,000.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Install Fee - Managed Detection & Response	1	\$ 1,000.00	\$ 0.00	\$ 1,000.00	\$ 0.00
Onsite Implementation	12	\$ 200.00	\$ 0.00	\$ 2,400.00	\$ 0.00
Remote Implementation	32	\$ 175.00	\$ 0.00	\$ 5,600.00	\$ 0.00
TOTAL				\$ 9,000.00	\$ 0.00

Optional Transaction Fees

Description
Tyler Enterprise Payments

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	\$ 19,541.00	\$ 3,908.00	\$ 15,633.00
Accounts Payable	\$ 5,531.00	\$ 1,106.00	\$ 4,425.00

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Budgeting	\$ 5,531.00	\$ 1,106.00	\$ 4,425.00
Capital Assets	\$ 4,653.00	\$ 931.00	\$ 3,722.00
Cash Management	\$ 3,198.00	\$ 640.00	\$ 2,558.00
eProcurement (Vendor Access and Punch-Out)	\$ 2,900.00	\$ 580.00	\$ 2,320.00
Project & Grant Accounting	\$ 3,741.00	\$ 748.00	\$ 2,993.00
Purchasing	\$ 8,070.00	\$ 1,614.00	\$ 6,456.00
Revenue Management			
Accounts Receivable	\$ 4,069.00	\$ 814.00	\$ 3,255.00
Business Licenses	\$ 4,335.00	\$ 867.00	\$ 3,468.00
CAMA Bridge	\$ 3,124.00	\$ 625.00	\$ 2,499.00
Cashiering	\$ 7,034.00	\$ 1,407.00	\$ 5,627.00
Central Property File	\$ 1,562.00	\$ 312.00	\$ 1,250.00
General Billing	\$ 2,689.00	\$ 538.00	\$ 2,151.00
Tax Billing	\$ 26,764.00	\$ 5,353.00	\$ 21,411.00
Civic Services			
Resident Access	\$ 3,800.00	\$ 760.00	\$ 3,040.00
Content Management			
Content Manager Core	\$ 8,055.00	\$ 1,611.00	\$ 6,444.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	\$ 10,810.00	\$ 2,162.00	\$ 8,648.00
Open Finance	\$ 12,000.00	\$ 2,400.00	\$ 9,600.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	\$ 5,440.00	\$ 1,088.00	\$ 4,352.00
Subscription Fees			
ACFR Statement Builder	\$ 6,070.00	\$ 1,214.00	\$ 4,856.00
TOTAL	\$ 148,917.00	\$ 29,784.00	\$ 119,133.00

Comments

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

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

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

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

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

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

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

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

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 32 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories. Business license library includes: standard business license and standard renewal application.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

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General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

State Tax includes Tyler Forms Library - State Tax - 5 Forms.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

For the avoidance of doubt, Managed Detection & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Managed Detection & Response commence on the availability of the service. Managed Detection & Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Managed Detection & Response service upon renewal. The quoted Managed Detection & Response amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

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Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

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Exhibit D
Schedule 2
DocOrigin Terms

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- 1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
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- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit E
Statement of Work

Statement of Work inserted on the following pages.

City of Columbia, TN

SOW from Tyler Technologies, Inc.

2/27/2023

Presented to:

707 N Main St
Columbia, TN 38401

Contact:

Newell Price

Email: Newell.Price@TylerTech.com

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City of Columbia (collectively the “Project”).

The overall goals of the project are to:

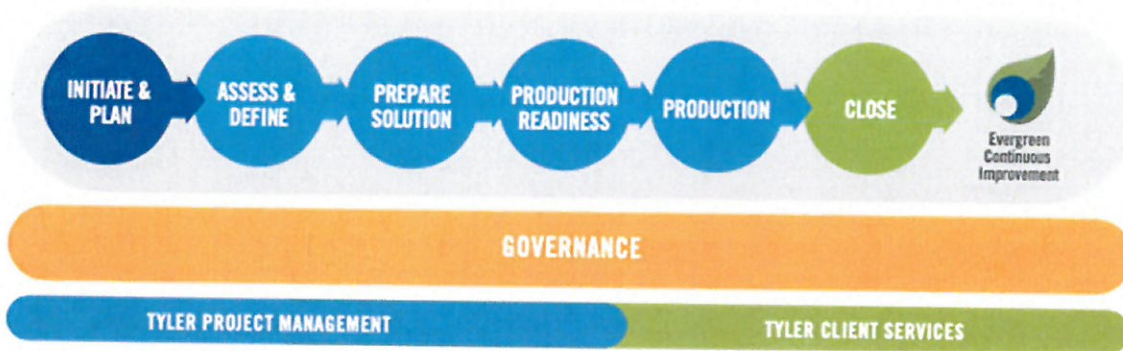
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the City of Columbia and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City of Columbia’s complexity and organizational needs.

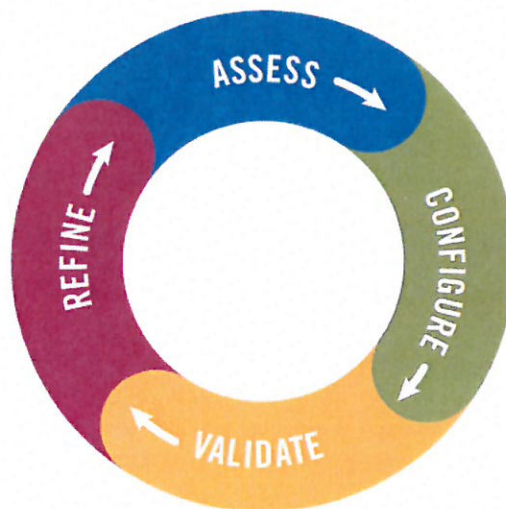
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City of Columbia and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City of Columbia and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City of Columbia's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

Part 2: Project Foundation

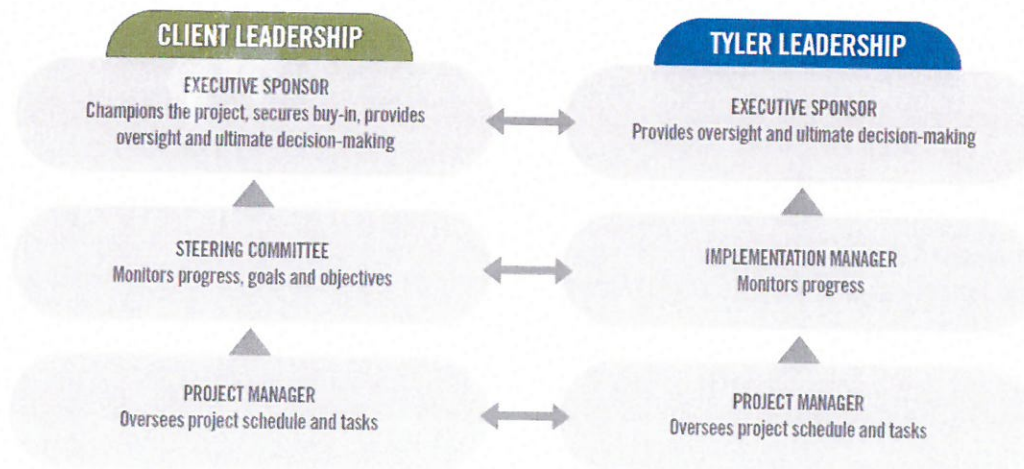
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City of Columbia collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of Columbia Steering Committee become the escalation points to triage responses prior to escalation to the City of Columbia and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City of Columbia and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

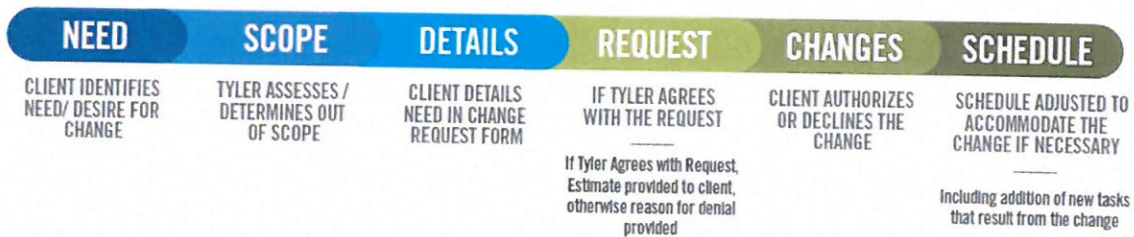
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City of Columbia; for example, the City of Columbia may decide it no longer

needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City of Columbia, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City of Columbia will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City of Columbia). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City of Columbia office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City of Columbia will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City of Columbia feedback and approval on Project deliverables will be critical to the success of the Project. The City of Columbia project manager will strive to gain deliverable and decision approvals from all authorized City of Columbia representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City of Columbia department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City of Columbia shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City of Columbia does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Columbia does not agree the Deliverable or Control Point meets requirements, the City of Columbia shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Columbia shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Columbia does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City of Columbia and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City of Columbia, but are roles defined within the Project. It is common for individual resources on both the Tyler and City of Columbia project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City of Columbia's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City of Columbia's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City of Columbia management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City of Columbia, the Tyler Project Manager provides regular updates to the City of Columbia Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City of Columbia project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with the City of Columbia project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City of Columbia and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City of Columbia any items that may impact the outcomes of the Project.
- Collaborates with the City of Columbia 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City of Columbia 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City of Columbia and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City of Columbia through software validation process following configuration.
- Assists during Go-Live process and provides support until the City of Columbia transitions to Client Services.
- Facilitates training sessions and discussions with the City of Columbia and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).

- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 City of Columbia Roles & Responsibilities

City of Columbia resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City of Columbia Executive Sponsor

The City of Columbia executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City of Columbia steering committee, project manager(s), and functional leads to make critical business decisions for the City of Columbia.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City of Columbia Steering Committee

The City of Columbia steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City of Columbia project manager and Project through participation in regular internal meetings. The City of Columbia steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City of Columbia steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City of Columbia Policies
 - Needs of other client projects

5.2.3 City of Columbia Project Manager

The City of Columbia shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City of Columbia Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City of Columbia project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City of Columbia project manager(s) are responsible for reporting to the City of Columbia steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City of Columbia project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City of Columbia and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City of Columbia staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City of Columbia resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.

- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City of Columbia technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City of Columbia Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City of Columbia project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City of Columbia resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City of Columbia Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City of Columbia business processes and requirements.



- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City of Columbia staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City of Columbia End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City of Columbia Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City of Columbia third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City of Columbia's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City of Columbia Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City of Columbia's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City of Columbia and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City of Columbia Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

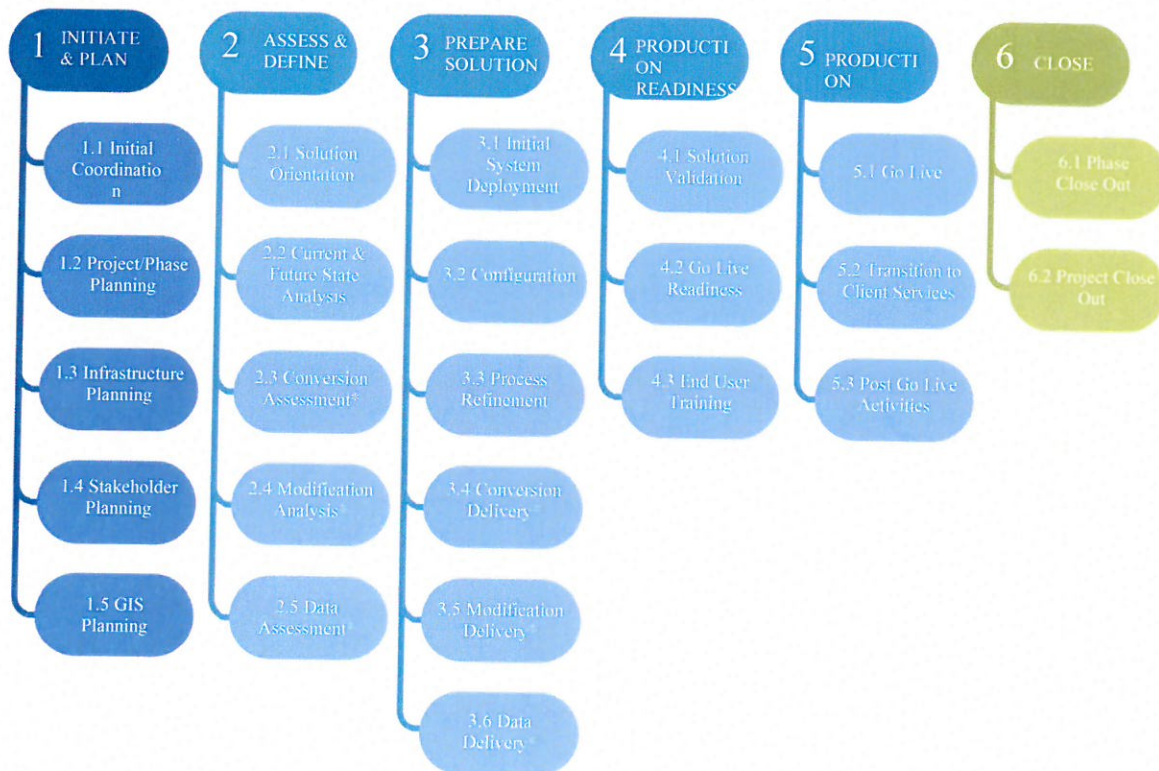
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City of Columbia.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City of Columbia with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City of Columbia gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City of Columbia's team. During this step, Tyler will work with the City of Columbia to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City of Columbia project team.

STAGE 1	Initial Coordination																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City of Columbia project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City of Columbia		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City of Columbia provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City of Columbia has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City of Columbia to install License Software. The City of Columbia is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City of Columbia's infrastructure meets Tyler's application requirements.
- Ensure the City of Columbia's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
		A	R		C		C				I						I
	Provide Infrastructure Requirements and Design Document																

Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City of Columbia Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City of Columbia team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW

Project Management Plan		
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City of Columbia
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City of Columbia business processes. This information will be used to identify and define business processes utilized with Tyler software. The City of Columbia collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City of Columbia team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City of Columbia team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City of Columbia for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City of Columbia and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City of Columbia will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City of Columbia's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	City of Columbia

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City of Columbia current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City of Columbia attendees possess sufficient knowledge and authority to make future state decisions.
- The City of Columbia is responsible for any documentation of current state business processes.
- The City of Columbia can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			I		C						A						R
			I	I	I						A	R		C			I
			R	C	C						C	I	I	I			I
	Extract Data from Source Systems																
Review and Scrub Source Data																	
Build/Update Data Conversion Plan																	

Inputs	City of Columbia Source data
	City of Columbia Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City of Columbia Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City of Columbia representatives to identify business rules before writing the conversion.
- City of Columbia subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City of Columbia against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City of Columbia can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							City of Columbia									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City of Columbia Devices (if applicable)			I				C				A						R
Tyler System Administration			A				R				I						C

Complete City of Columbia configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City of Columbia is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City of Columbia users on how to execute processes in the system to prepare them for the validation of the software. The City of Columbia collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City of Columbia understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			A	R							I	C	I	C			
			I	C						A	R	C	I	C			
Conduct process training																	
Confirm process decisions																	

Test configuration			I	C							A	R		C			
Refine configuration (City of Columbia Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City of Columbia-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City of Columbia-specific process documentation (completed by City of Columbia)	

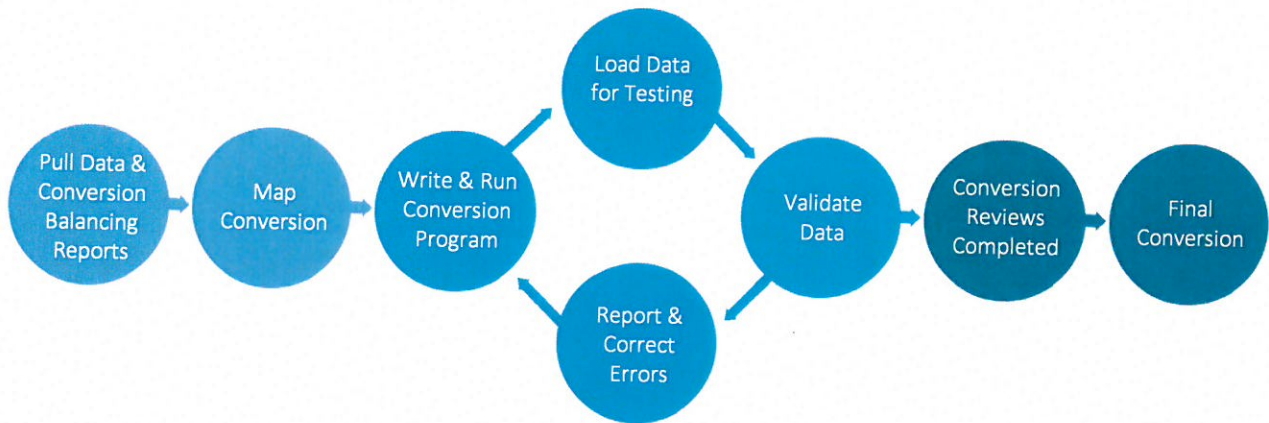
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City of Columbia's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City of Columbia will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City of Columbia to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs		
	Data Conversion Plan	
	Configuration	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City of Columbia will provide a single file layout per source system as identified in the investment summary.
- The City of Columbia subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City of Columbia project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City of Columbia team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City of Columbia to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City of Columbia verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City of Columbia organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City of Columbia updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City of Columbia will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed

identifying risks or actions items to be addressed to ensure the City of Columbia has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City of Columbia will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City of Columbia

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City of Columbia users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City of Columbia specific business process documentation. City of Columbia-led training labs using City of Columbia specific business process documentation if created by the City of Columbia can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City of Columbia is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							City of Columbia									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City of Columbia-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City of Columbia signoff that training was delivered

Work package assumptions:

- The City of Columbia project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City of Columbia as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City of Columbia departments.
- The City of Columbia will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City of Columbia will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City of Columbia to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City of Columbia and Tyler will complete work assigned to prepare for Go-Live.

The City of Columbia provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City of Columbia manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City of Columbia during Go-Live activities. The City of Columbia transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.

- City of Columbia data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City of Columbia confirms data is available in production environment

Work package assumptions:

- The City of Columbia will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City of Columbia business processes required for Go-Live are fully documented and tested.
- The City of Columbia Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City of Columbia Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City of Columbia teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City of Columbia onto the Tyler Client Services team, who provides the City of Columbia with assistance following Go-Live, officially transitioning the City of Columbia to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City of Columbia teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City of Columbia to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City of Columbia transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City of Columbia for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City of Columbia teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City of Columbia
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City of Columbia may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City of Columbia teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City of Columbia								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City of Columbia and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

	Post Project Report	City of Columbia acceptance; Completed report indicating all project Deliverables and milestones have been completed
--	---------------------	--

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City of Columbia will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City of Columbia Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City of Columbia project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City of Columbia is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City of Columbia to make process changes.
- The City of Columbia is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City of Columbia is responsible for managing Organizational Change. Impacted City of Columbia resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City of Columbia resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City of Columbia resources will participate in scheduled activities as assigned in the Project Schedule.
- The City of Columbia team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City of Columbia will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City of Columbia will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City of Columbia makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City of Columbia will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City of Columbia will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City of Columbia is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City of Columbia representatives to identify business rules before writing the conversion. The City of Columbia must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Columbia will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.

- The City of Columbia Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City of Columbia is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City of Columbia will provide dedicated space for Tyler staff to work with City of Columbia resources for both on-site and remote sessions. If Phases overlap, City of Columbia will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City of Columbia will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.

Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only

	one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1.1 Accounting

9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

9.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

9.1.3 Accounts Payable

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.4 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.5 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.6 Capital Assets

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

9.1.7 Business License

- Master files, Businesses, licenses and permits, charges and receipts, and classification codes

9.1.7.1 Business License - Bills

- Receivable amounts associated with license detail, balance forward bill

- Up to 5 years

9.1.8 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders header data including vendor, buyer, date, accounting information, etc.
- Closed purchase orders detail data including line-item descriptions, quantities, amounts, etc.

9.1.9 Real Estate/Personal Property Tax

- Real Estate and Personal Property master data includes parcel, location, owner, valuation, subdivision, deed, and date information regarding the parcel, balances
- AR Transactional bills
- Up to 10 years

9.1.9.1 Real Estate –Tax Sale

- Bills that have been taken into Tax Sale or Lien, includes fees associated, parcel information, taking date, deed information, lender and owner data.



10. Additional Appendices

10.1 Intentionally left blank.



11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

Phase	2023										2024										2025							
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Financials																												
Revenue Mgmt																												
Tax																												

Phase	Functional Area(s)	Modules	Start Date	Go-Live Date
1	Financial Management	- Accounting General Ledger - Accounts Payable - Budgeting - Capital Assets - Cash Management - eProcurement - Project & Grant Accounting - Purchasing - ACFR Statement Builder	May 2023 or as defined in the Project Plan and mutually agreed upon	Jan 2024 or as defined in the Project Plan and mutually agreed upon
	System Wide	- Enterprise Analytics & Reporting w/ Executive Insights - Enterprise Forms Processing - Content Manager - Content Manager Core		

2	Revenue Management	• Account Receivable • Business Licenses • Cashiering • General Billing • Central Property	Oct 2023 or as defined in the Project Plan and mutually agreed upon	Jul 2024 or as defined in the Project Plan and mutually agreed upon
3	Tax	• CAMA Bridge • Tax Billing • Resident Access • Account Receivable • Cashiering	Apr 2024 or as defined in the Project Plan and mutually agreed upon	Apr 2025 or as defined in the Project Plan and mutually agreed upon

11.2 Intentionally left blank.



FINANCE DEPARTMENT

TO: Tony Massey, City Manager

FROM: Thad Jablonski, Assistant City Manager/City Recorder

DATE: February 23, 2023

RE: Recommendation to Upgrade Finance, Accounting and Courts Software

Staff recommends purchasing Tyler Technologies' Munis software system to provide upgraded finance, accounting and court software for the City. Tyler has provided public sector enterprise software since 1964. At present, the company works with over 33 local governments in Tennessee.

In 2020, the Finance Department began exploring software alternatives after major software failures led the City's auditors and staff to recommend finding a new vendor. Finance Department personnel have identified a preferred vendor following research and feedback from other cities inside and outside of Tennessee, demonstrations and interviews with multiple software vendors and a request for proposals process.

Tyler's Munis software will allow all City departments to operate efficiently with automation and workflows integrated into the software. The Munis software also provides online services ranging from online permits and licensure, to online payments, i.e., business taxes, property taxes, parking tickets. The only online capabilities of the City's current system is to receive property tax payments. The Finance and City Recorder's Office anticipate that process efficiencies using Tyler's Munis software will result in a reduction of 1.5 personnel positions through attrition.

Annual maintenance costs for Tyler's Munis totals \$45,379 per year net of personnel and ancillary software cost savings. This compares favorably to the annual software cost of \$54,205 charged by the City's current vendor, Local Government Corp. (LGC). Transition to the new Munis software includes a one-time cost of \$378,866 for implementation and data conversion from multiple software systems currently used. While the one-time implementation cost is large, the amount is comparable or less than implementation fees charged by other vendors and includes key data conversion that is vital to the success of the project.

Compared to the City's current software, which is essentially software developed for use during the 1990s, Munis will provide the City's Finance Department and City Recorder's Office with software designed for 21st century operations.

Something Good Around Every Corner

City Hall 700 North Garden Street Columbia, Tennessee 38401 Phone 931.560.1520



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Sommar Jayne, Purchasing Agenda, sjaynes@columbiatn.com, 931-560-1580

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH TREWORK ARBOR SERVICES FOR THE REMOVAL AND REPLACEMENT OF DOWNTOWN TREES IN THE AMOUNT OF \$33,258.01

RECOMMENDATION: Approve.

INFORMATION: A bid was put out for the removal and replacement of trees on and around the downtown square. The low bidder was unable to meet all specifications set forth in the bid, therefore it is our recommendation to go with the second lowest bidder, TreeWorx in the amount of \$33,258.01.

CERTIFICATION: The Chief Financial Officer certifies that \$33,258.01 is budgeted and unencumbered in General City Admin-Misc. - Other Services & Charges.



Estimate # 00292-E

Client Information

Client: City of Columbia
Client Address: 700 North Garden Street, Columbia TN 38401
Client Phone: (931) 560-1555
Client Email: paul@columbiatn.com
Job Site Contact: Paul Kellar

Proposed Work

DESCRIPTION

PRICE

Tree Transplanting

\$ 13,262.50

Re-plant 58 trees around city center.

1) West 7th to Garden St.

-14 total (7 on each side of road)

2) S. Main St. to East 8th St

-13 total (7 on one side and 6 on other side)

3) N. Main St. to East 6th

-11 total (3 on one side and 8 on the other side) *****does not include the two crepe myrtles on either side starting at N. Main St. And does not include three small trees by Historic Nelson House Hotel sign.***

4) 4 trees from Maury County Register of Deeds to Maury County Clerk

5) 4 trees from Trek Bicycle Store to Christopher V. Stockwell Circuit Judge

6) 4 trees from Muletown Coffee Roasters to Smith & York Company

7) 4 trees from Taps Off Main to Lily Jane

8) 4 trees around Maury County Courthouse (2 on one side and 2 on the other)

*****Specifications include, but are not limited to: The City of Columbia is seeking bids from qualified firms to replace trees in the downtown area of the courthouse square. LOCATION: • West 7th Street from Garden Street to Public Square • South Main Street from Pubic Square to East 8th Street • North Main Street from Pubic Square to East 6th Street • All of Public Square DEMOLITION • The City will cut all trees to the specified stump height by the vendor, and dispose of such materials. Vendor shall remove and dispose of all other materials including any remaining wood, excavated materials, etc. • Trees shall be removed in a manner to not damage existing concrete including curbs, sidewalks, and pavers along with utilities or other infrastructure. Any damaged areas will be the responsibility of the vendor to repair via City approved methods. REPLACEMENT • All replacement trees shall be installed in the same location as removed trees. The new trees

within the specified areas (approximately 58 trees) which shall be of equal varieties of Crimson Spire Oak and DannaSpire Columnar Elm trees. • Each tree well area shall have a 4" layer of soil conditioner added and then be mulched with brown shredded hardwood and planted with Purple Leaf Wintercreeper on 12" inch centers. **WARRANTY • Vendor shall guarantee work for one (1) year from completion of project for any dead materials.*******

Wood Disposal

\$ 0.00

All debris resulting from pruning or removal of trees in estimate will be removed from the property, unless stated otherwise in estimate. Please note that some debris may remain on site after the crew leaves for the day. This material will generally be picked up and hauled off by our grapple truck driver within 24-72 hours, weather and emergency dependent.

Stump Grinding

\$ 11,800.00

Cut remaining 58 stumps around city center low as possible, then remove/grind all 58 stumps; grind up to 6 inches below ground, terrain dependent.

Remaining trunks being cut out and stump grinding will take place in the following locations:

1) West 7th to Garden St.

-14 total (7 on each side of road)

2) S. Main St. to East 8th St

-13 total (7 on one side and 6 on other side)

3) N. Main St. to East 6th

-11 total (3 on one side and 8 on the other side) *******does not include the two crepe myrtles on either side starting at N. Main St. And does not include three small trees by Historic Nelson House Hotel sign.******

4) 4 trees from Maury County Register of Deeds to Maury County Clerk

5) 4 trees from Trek Bicycle Store to Christopher V. Stockwell Circuit Judge

6) 4 trees from Muletown Coffee Roasters to Smith & York Company

7) 4 trees from Taps Off Main to Lily Jane

8) 4 trees around Maury County Courthouse (2 on one side and 2 on the other)

The proximity of hardscape features, fences, buildings, and/or underground utilities to the stumps may limit our ability to remove the entire stump. In these cases, Tree Worx will remove as much of the stump as possible without causing damage to permanent site features or to the machine. Stump grinding does not include surface roots, unless specifically stated.

Please note that some stump grinding services require utility locates that could take a minimum of one week to obtain. Tree removal and stump grinding services will be performed by separate crews and are generally not performed on the same date.

Planting Service

\$ 8,195.51

The price is including the cost of the trees and delivery. 58 trees of equal variety/value of DannaSpire Columnar Elm Trees will be planted. Each tree well area shall have a 4" layer of soil conditioner added and then be mulched with brown shredded hardwood and planted with

Purple Leaf Wintercreeper on 12" inch centers. Tree Worx will guarantee work for one (1) year from completion of project for any dead materials.

Subtotal: \$ 33,258.01

We thank you for the opportunity to submit the prices and specifications noted above.
Please contact us at (423) 451-6388 if you would like to proceed with the quotation.

Acceptance of proposal.

The above prices, specifications and conditions are satisfactory and hereby accepted. Tree Worx is authorized to do the work as specified.

Estimator: Russell Courtney

00292-E, Rev 1

Date: 2023-02-17

Authorized Signature: _____

Date: _____

Approved as to Legal Form:

By: C. Tim Tisher
C. Tim Tisher, City Attorney

Terms and Conditions

Estimates are valid for 90 days from date of on-site estimate. NOTE: A 3% processing fee will be added for all credit card payments. We require a 10% deposit on all jobs, in order to hold any job date.

Pickups/ Haul-offs will be completed within 48-72 hours, weather and emergency dependent.

Stump Grinding approved in job description will be completed within 7 business days, weather and emergency dependent.

Payment: The total amount is due at completion of the job. A service charge of 5% per month is added to any balance 14 days after billing.

Alterations: Any alteration, modification or deviation to the scope of work in this agreement that involves additional cost will incur an additional charge over and above the amount stated, for which client shall be responsible.

Concealed Contingencies: This proposal is offered based on visible conditions of the trees, plants and surrounding property. In the event that Tree Worx, LLC team members encounter undisclosed or unexpected foreign material in the course of the work (rock, concrete, metal, stinging insects, underground utilities, buried masonry, stone or other aggregates, etc.) the client agrees to pay Tree Worx, LLC additional sums based on a time and materials rate for the additional work occasioned by the removal of foreign materials not explicitly specified in the original agreement. Tree Worx, LLC is not responsible for damage to undisclosed underground utilities.

Tree Risk: Trees vary in size and structure, they are constantly exposed to weather and are susceptible to insect and disease organisms. For these reasons, all trees pose a certain inherent degree of risk. The recommendations made by Tree Worx, LLC are intended to reduce risk using tree care methods in accordance with ANSI standards. However, there is not and can never be a guarantee that our efforts will correct all unsafe conditions or eliminate risk entirely. It is the responsibility of the tree owner or manager to determine acceptable levels of risk for his/her property. Some tree and landscape defects are obvious even to the layperson while others require a trained professional and detailed evaluation. There exists no technology that can perfectly quantify tree strength and risk; our risk evaluations and mitigation recommendations are based on ISA best management practices for tree risk evaluation.

Additional Trees Not Inspected: Tree Worx, LLC arborists evaluate trees specified by the property owner or manager. There may exist trees on the property that were not specifically evaluated. Recommendations contained herein do not constitute a tree risk assessment and shall not be construed to suggest that trees not specifically mentioned are free from risk.

Tree Ownership and Border Trees: The client warrants that all trees, plants and property upon which this work is to be performed are owned or managed by him/her or that the client has obtained permission from the owner to perform this work. Tree Worx, LLC is not responsible for any claims or damages resulting from the client's failure to obtain such permission.

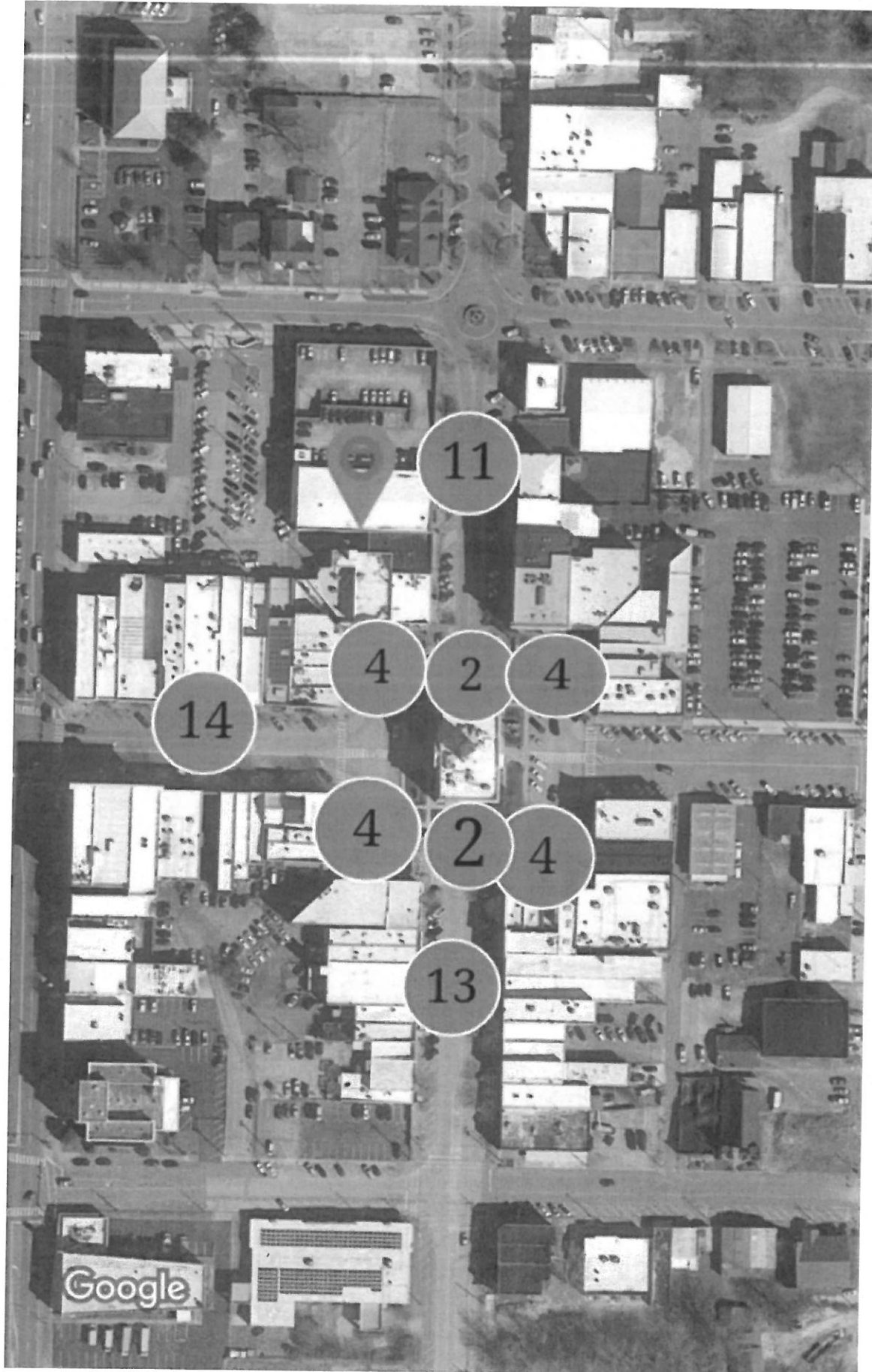
Collateral Damage: During tree care and removal operations, it is likely that the surrounding lawn, landscaping and grounds will be impacted by such activity. Tree Worx, LLC team members will make reasonable efforts to minimize impact to the surrounding landscape but cannot prevent all damage. By approving this proposal, the property owner/manager acknowledges and understands that some degree of impact and damage should be expected and furthermore agrees to hold harmless Tree Worx, LLC for incidental collateral damage. Repair of said damage shall be the option, responsibility and expense of the property owner/manager.

Driveways, Hardscapes: In order to access this work safely, with the appropriate tree care equipment, such equipment may need to drive over or be placed on the driveway, walkways, sidewalks or other areas of this property. Tree Worx, LLC assumes no liabilities or responsibilities for any cracking, breaking off, puncturing, depressing, or any other damage to any driveway, patio or other paved, bricked, stoned, concrete, or asphalted surface which may result from certain equipment being used to access the job site. Upon approving this proposal, the homeowner acknowledges and understands that any damage done to any driveway, patio, or other paved, bricked, stoned, concrete, or asphalted surface, by any equipment used by Tree Worx, LLC to access the job site will be the sole responsibility of the homeowner to replace or repair.

Tree Inventory and Management Plan: A tree inventory and management plan is provided based on the visible conditions of the trees and site from ground level and is intended to provide the client with relative information about the trees on the subject property. The management plan may include recommendations for care, pruning treatment and/or removal of subject trees for the purpose of risk reduction, plant health or aesthetics. The management plan does not constitute a tree risk assessment and observations made therein shall not be construed to suggest that any trees are free from risk. Client agrees to hold harmless Tree Worx, LLC, its agents and employees for failures or damage resulting from any tree on the subject property, whether it was inspected or not.

Cable and Brace Installation: Cables and braces are installed in accordance with ANSI A300 standards for tree care. Braces are intended to provide additional support to weak or previously failed branch unions. Cables are intended to limit movement of independent tree parts (codominant trunks for example) and to reduce stress on weak branch unions. Although professionally-installed cables and braces reduce risk, cable and brace installation does not serve as a guarantee against branch or tree failure.

Project Scheme

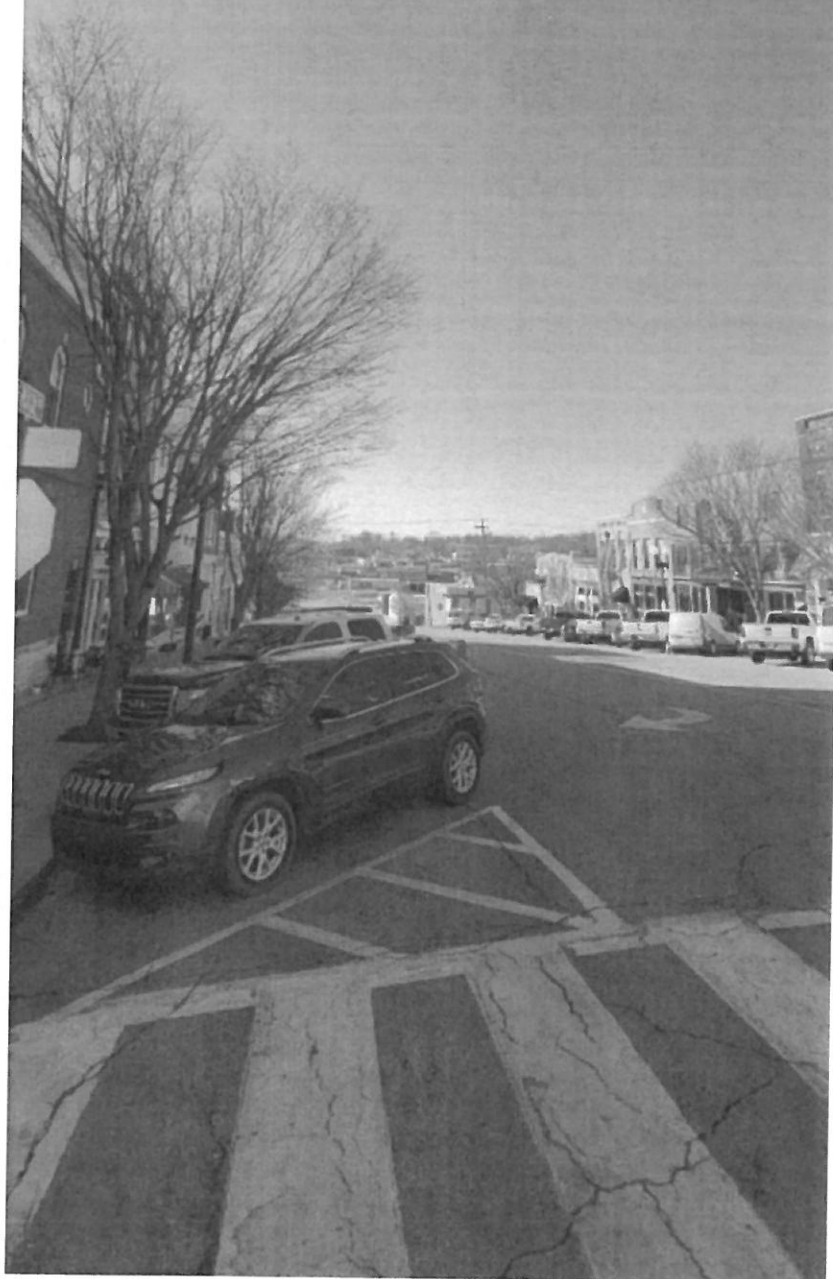


Tree Transplanting

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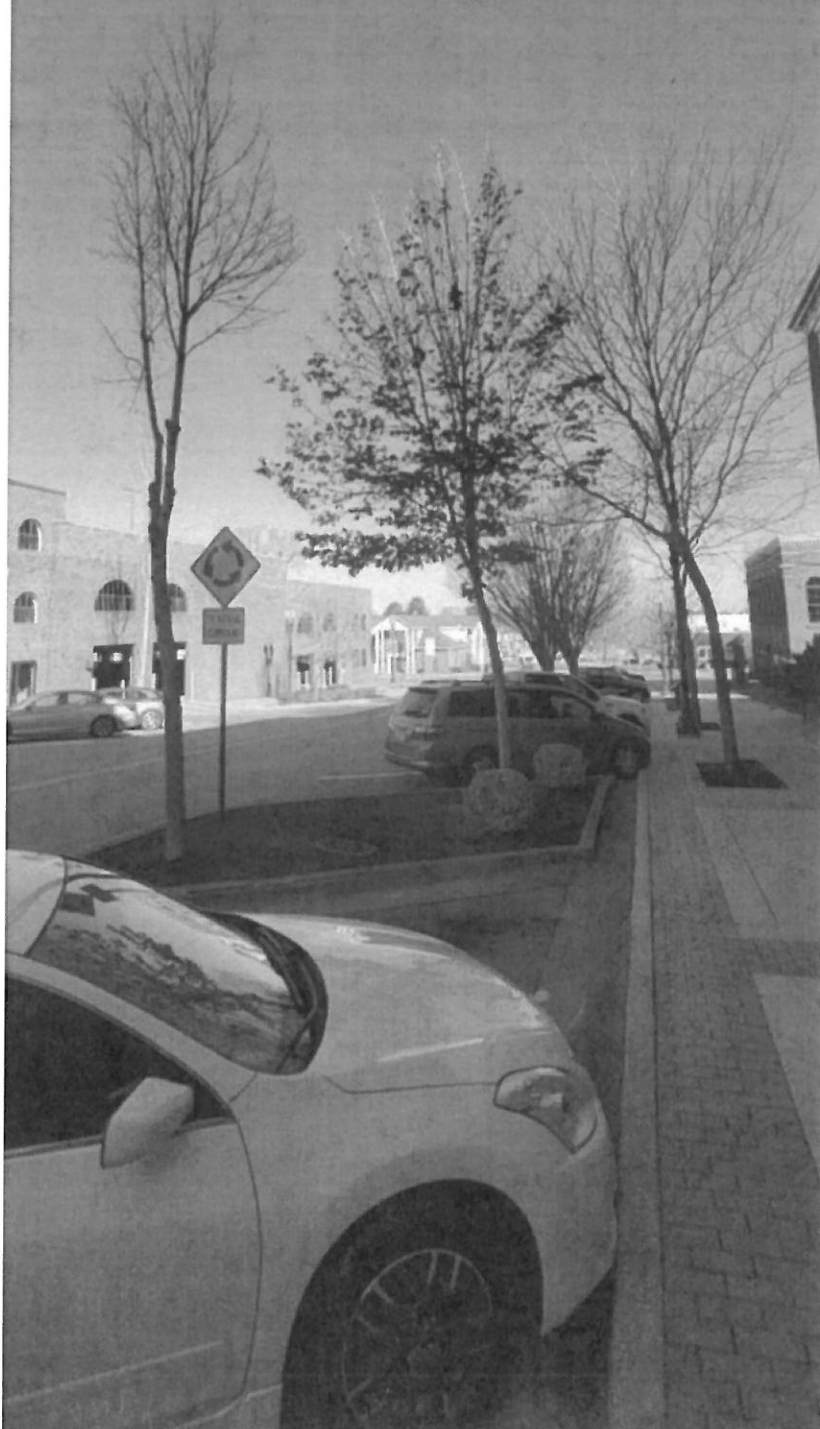
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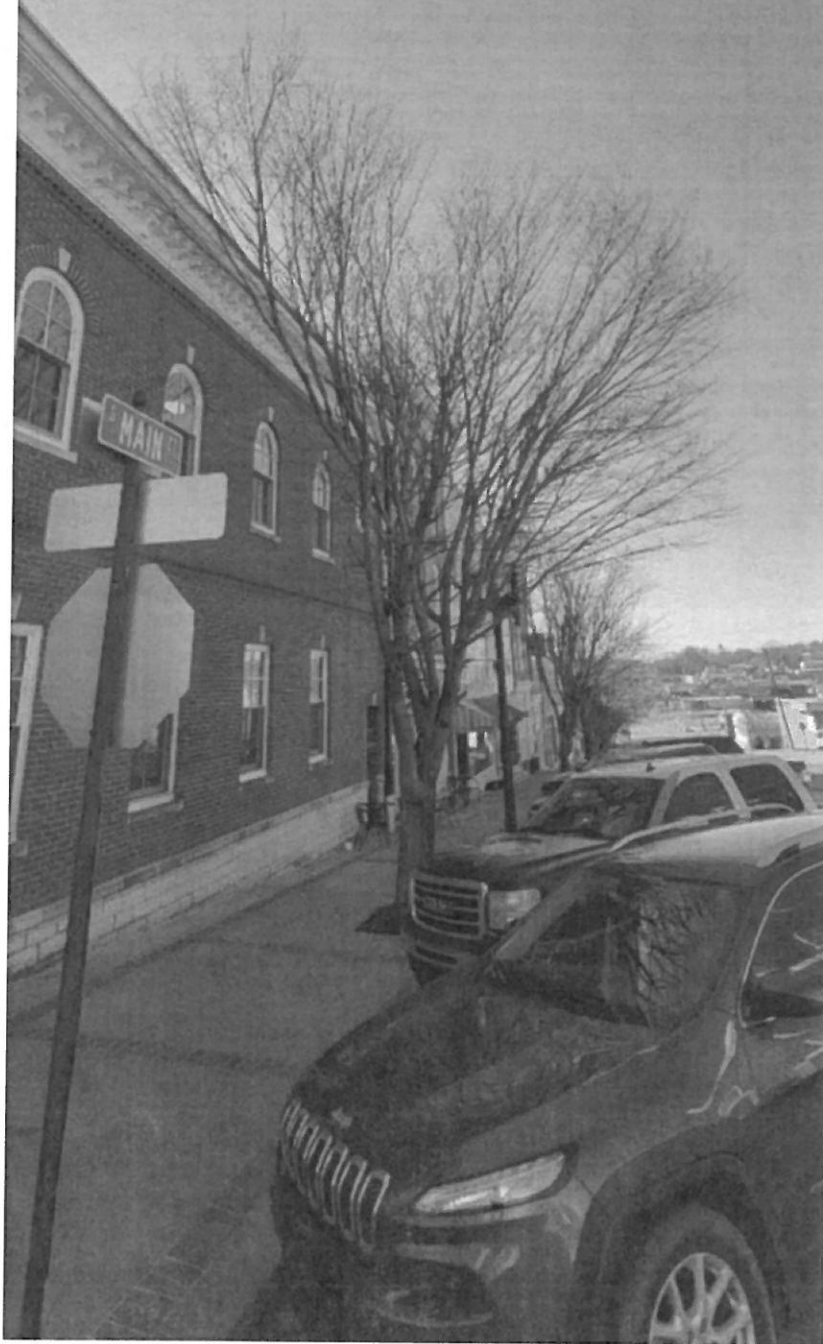
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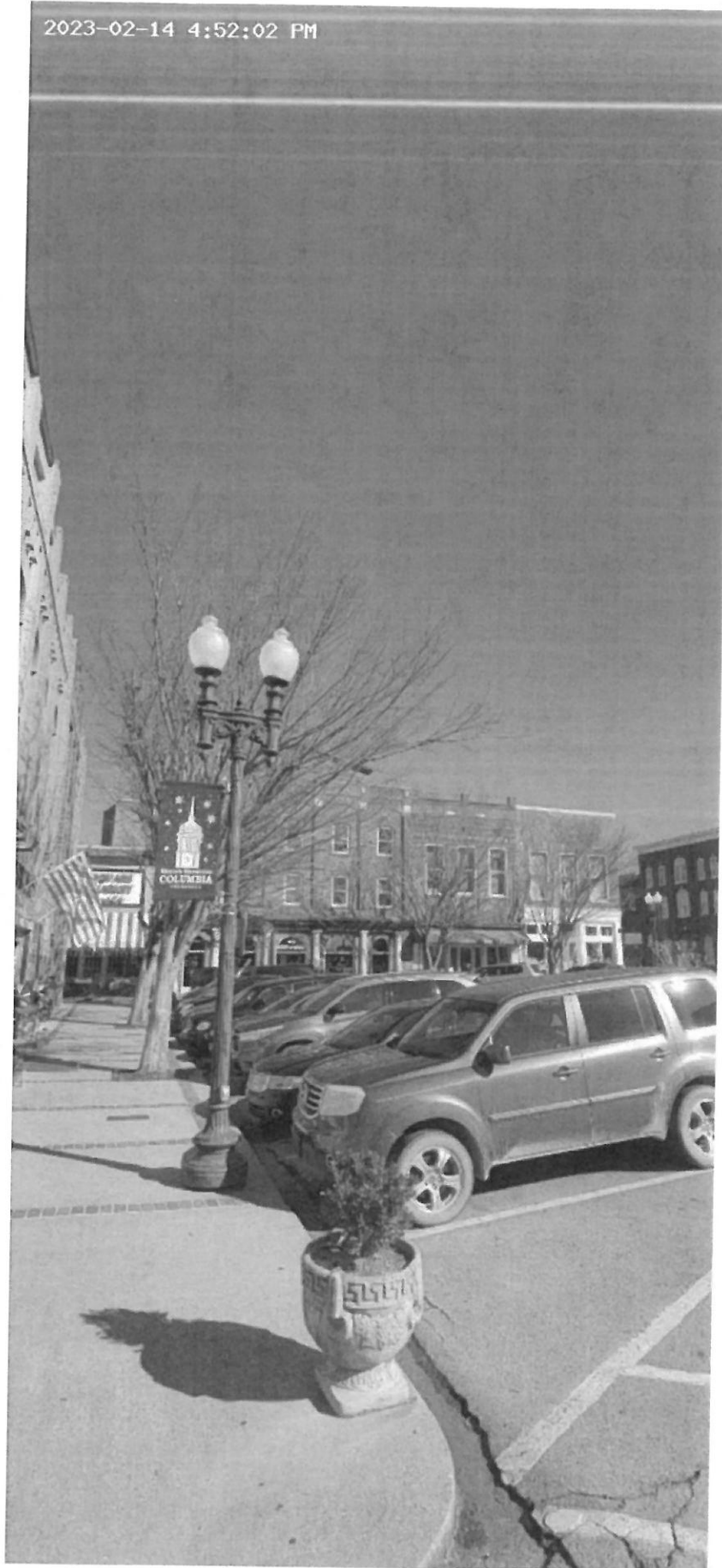


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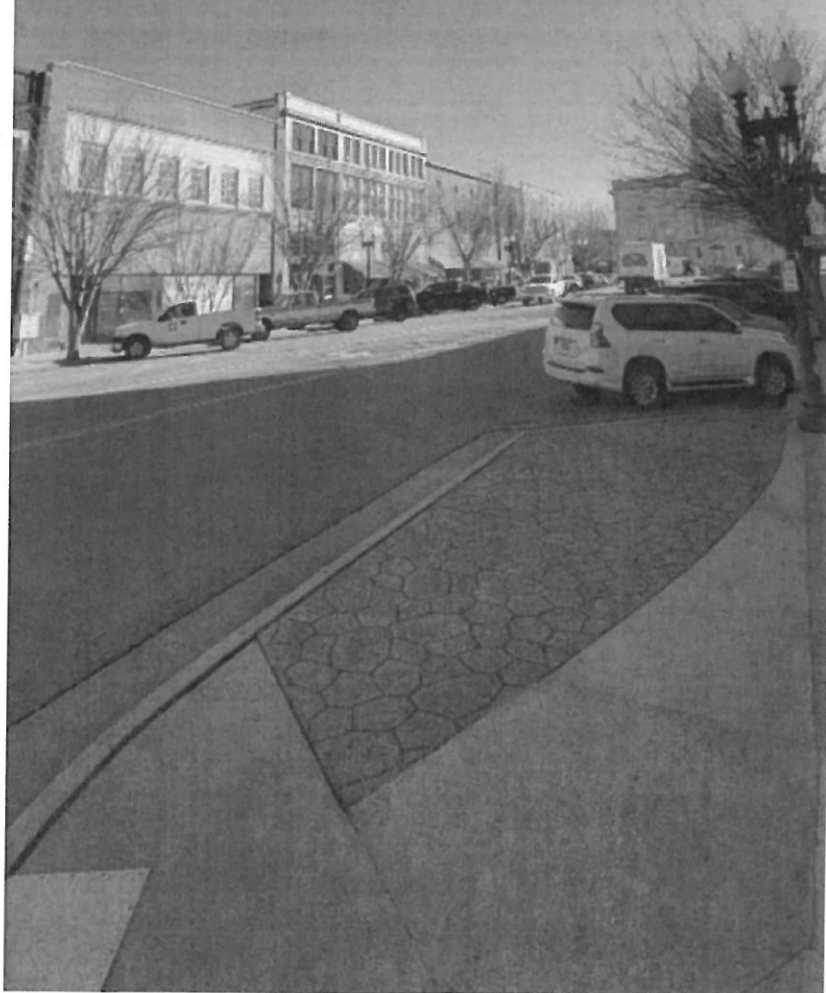


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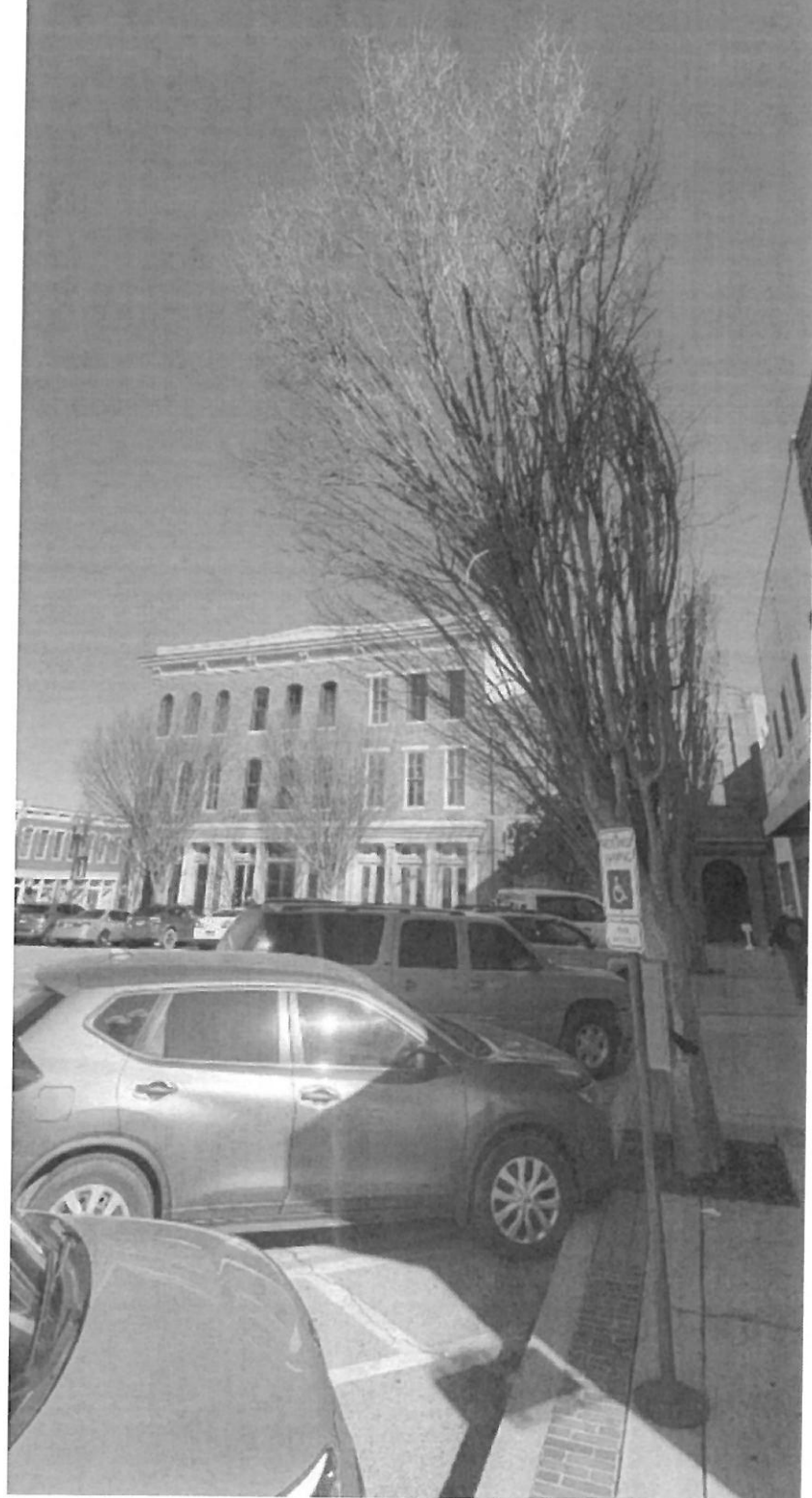




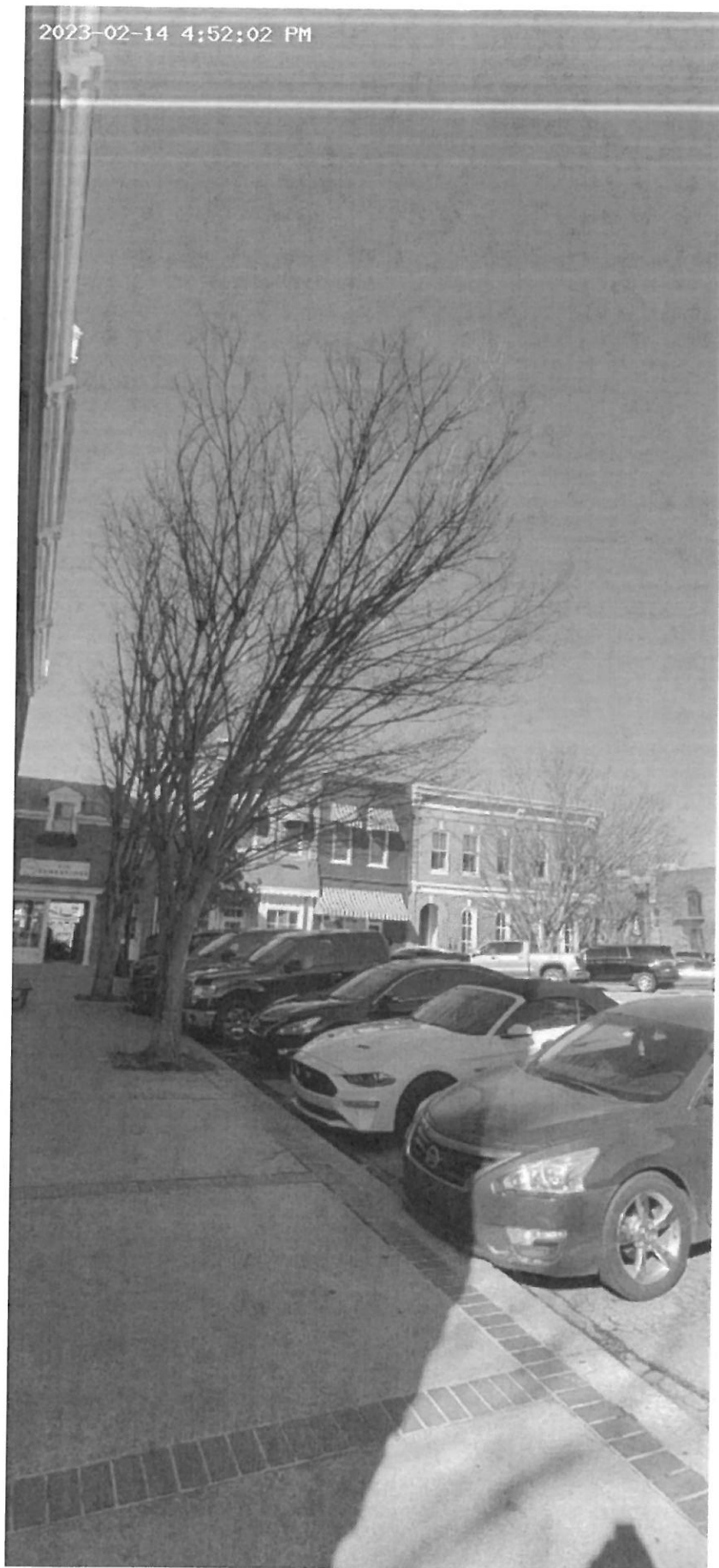
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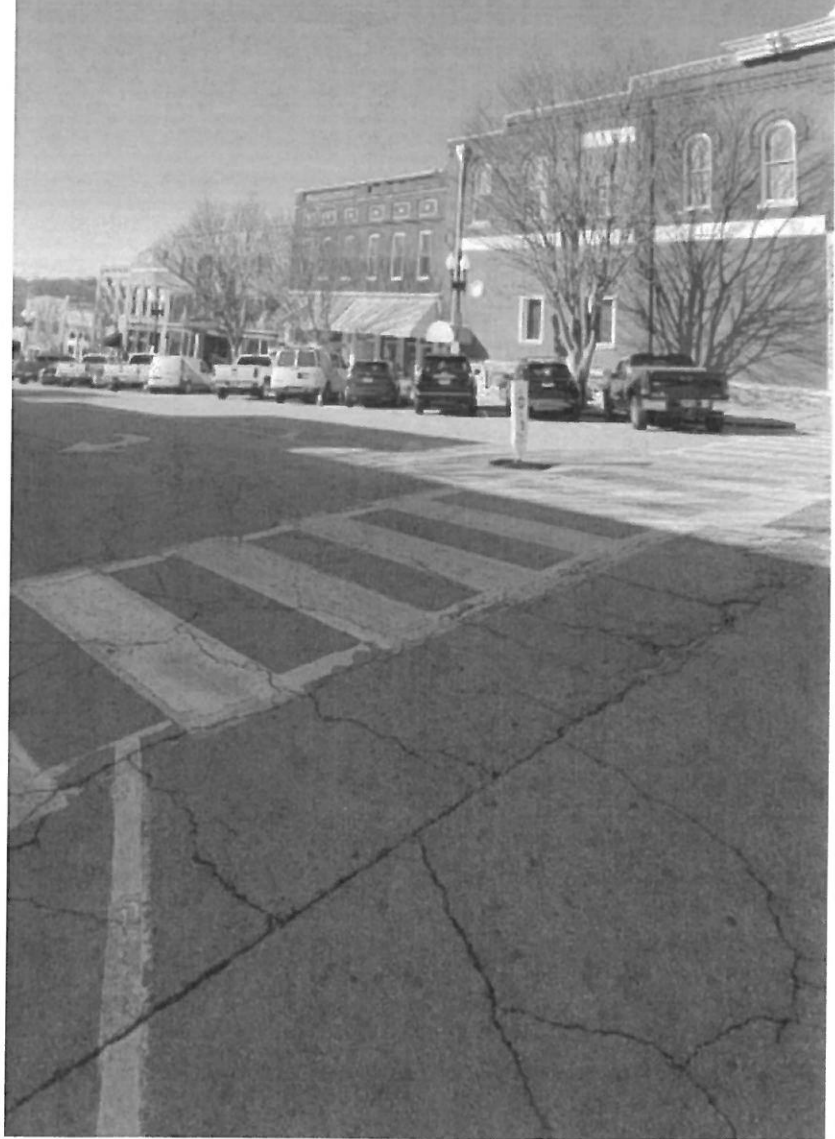
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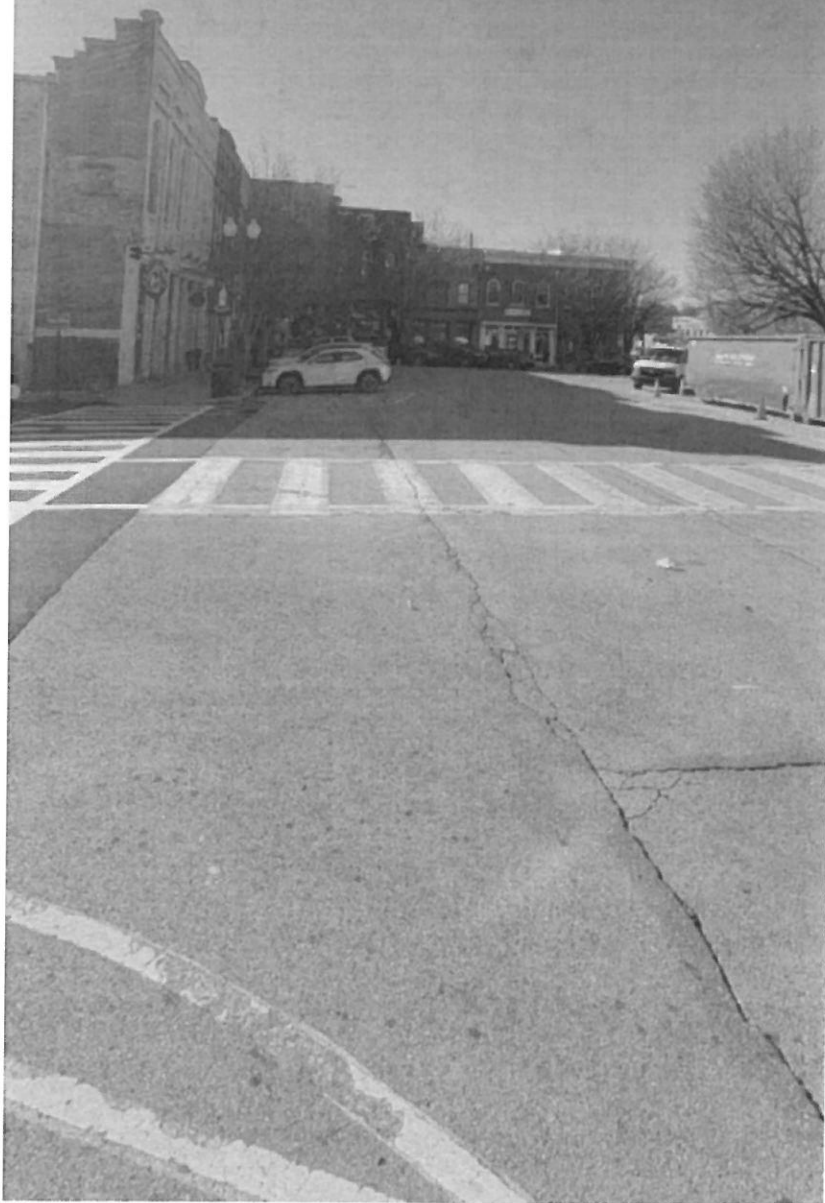
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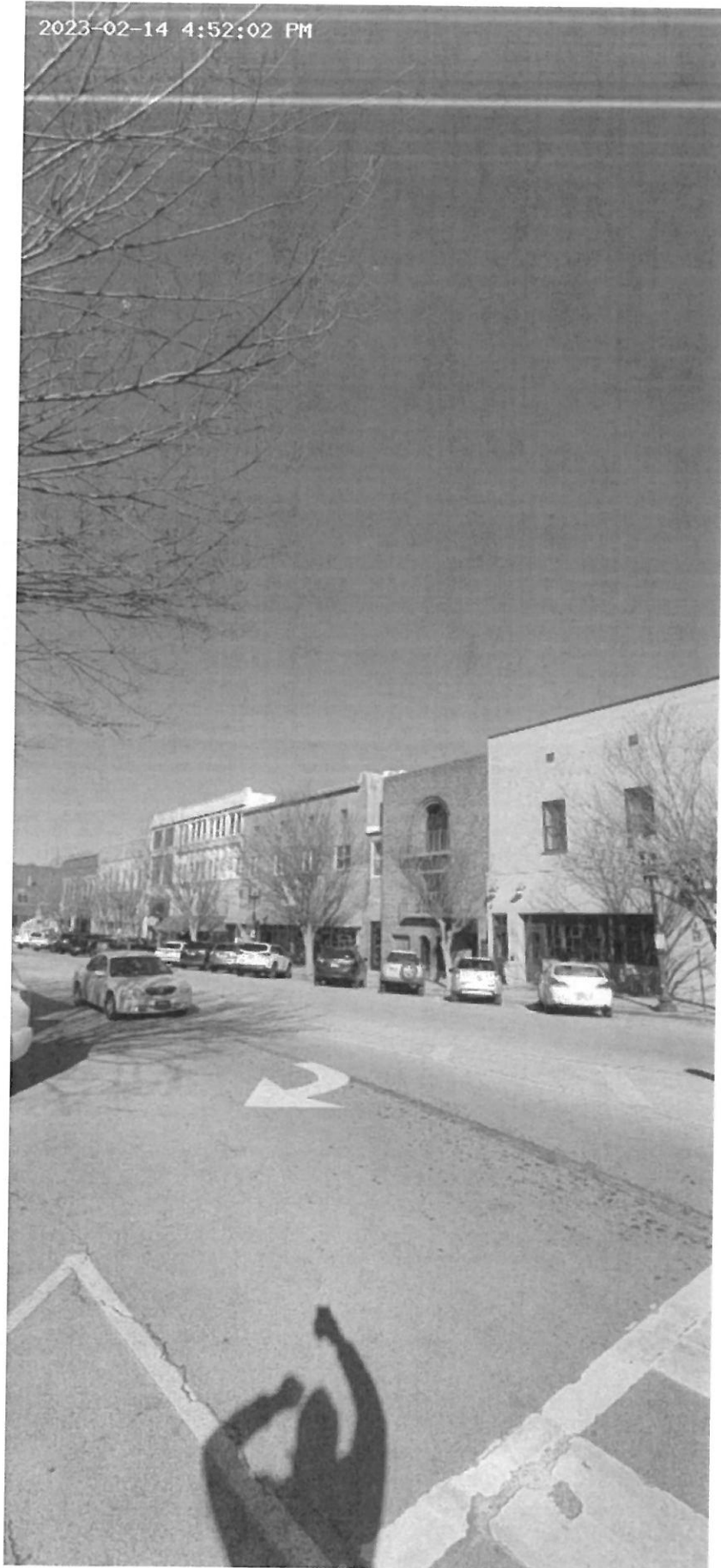
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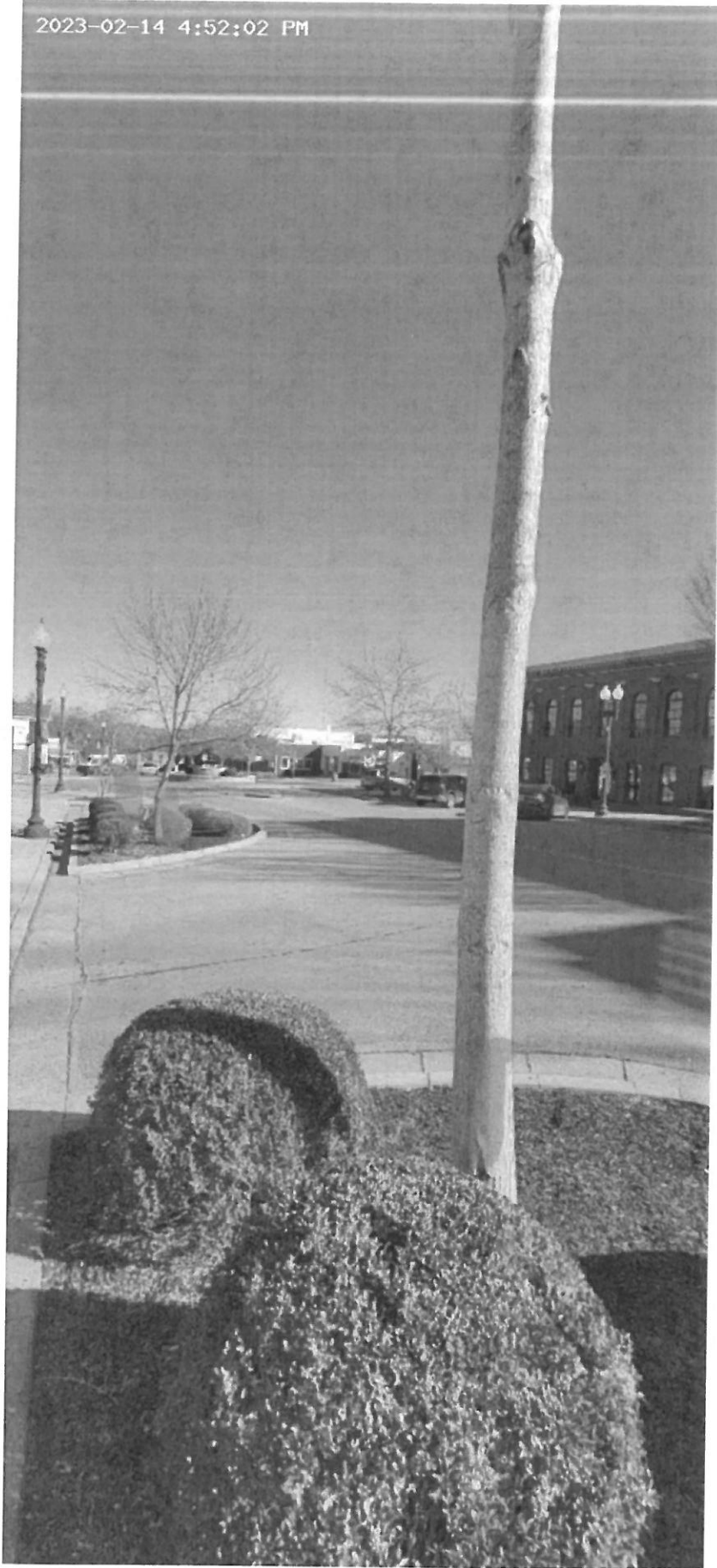
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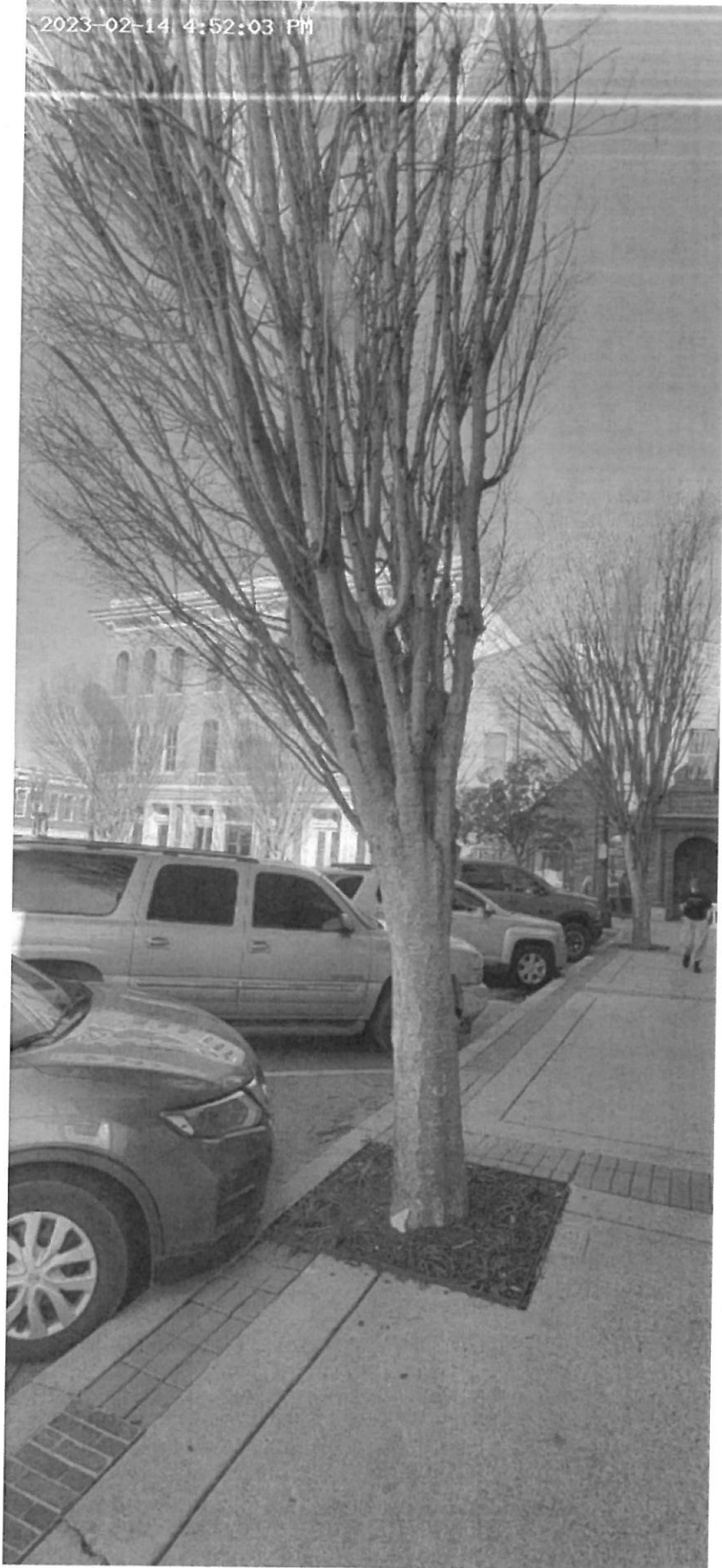
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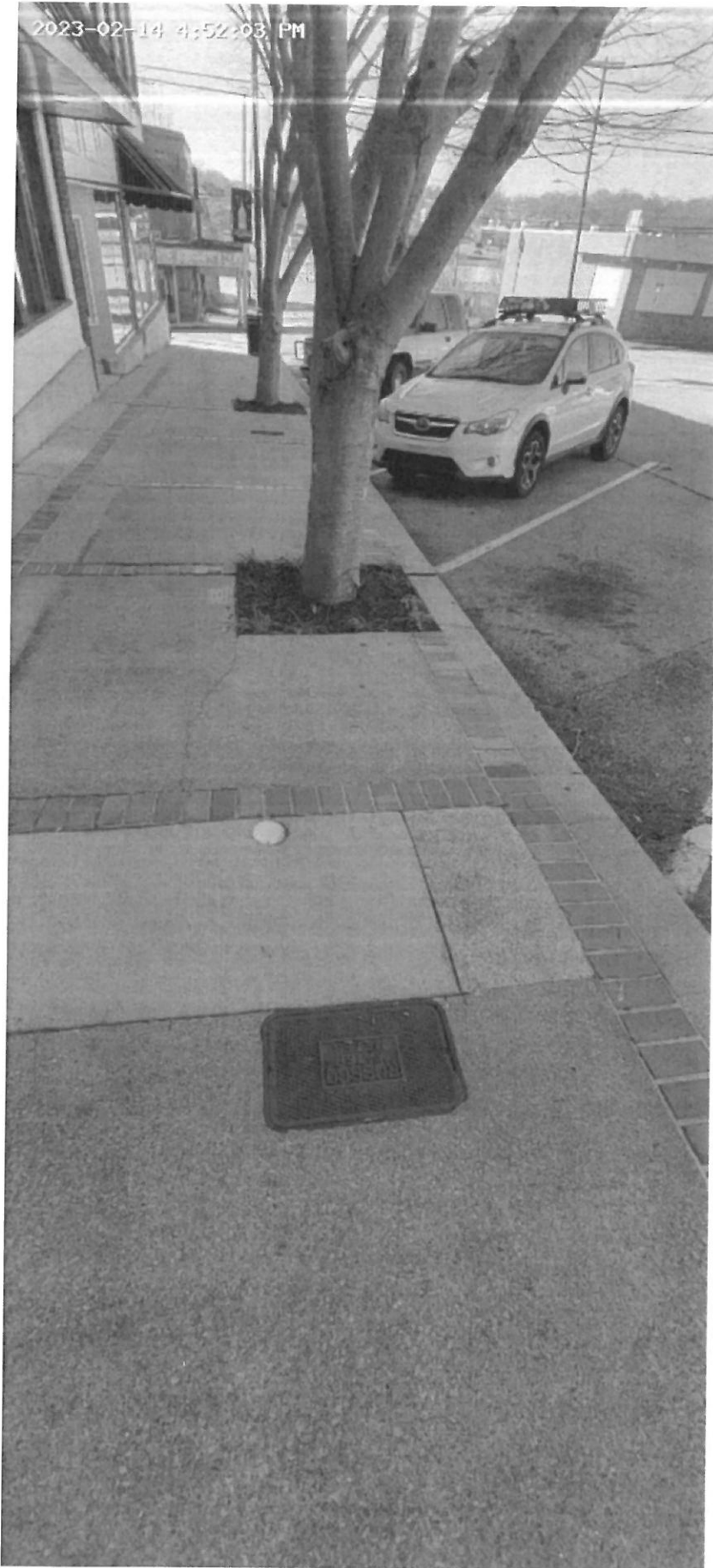
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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.com, (931) 560-1559

AGENDA ITEM TITLE: ACCEPTANCE OF ANNUAL REPORTS OF CITY OF COLUMBIA EMPLOYEE'S RETIREMENT PLAN FUND AND THE CITY OF COLUMBIA, TENNESSEE RETIREMENT HEALTH INSURANCE POST-EMPLOYMENT BENEFIT TRUST FOR THE PERIOD ENDING DECEMBER 31, 2022

RECOMMENDATION: Accept the Reports.

INFORMATION: The Trustees of the City of Columbia Employees' Retirement Plan Fund annually submit reports to the City Council regarding the City Retirement Plan and the Retirement Health Insurance Post-Employment Benefit Trust. A summary of the revenues, expenditures and balance for the City of Columbia Employees' Retirement Plan Fund is being provided from the inception of the plan on July 1, 1974 through December 31, 2022 and a summary of the revenues, expenditures and the balance of the City of Columbia, Tennessee Retirement Health Insurance Post-Employment Benefit Trust, opened August 8, 2008 through December 31, 2022. These reports are required by Ordinance to assist the City Council in the fiduciary responsibility for management of pension funds.

ANNUAL REPORT OF CITY OF COLUMBIA, TN EMPLOYEES' RETIREMENT
PLAN FUND (DEFINED BENEFIT)
JULY 1, 1974 THROUGH DECEMBER 31, 2022

The City of Columbia, TN Employees' Retirement Plan became effective July 1, 1974.

The City is currently contributing 26.63% of the pension gross payroll and the employee is currently contributing 6.74% of their wages, to this fund.

Two hundred thirty-one (231) Retirees or Beneficiaries received monthly retirement benefits in December 2022. Twenty-two (22) of those recipients retired during 2022.

Sixty-one (61) Retirees received an additional monthly Temporary Supplemental Retirement Benefit in December 2022. This benefit is payable to Retirees, who meet the qualifications. This benefit ceases when the Retiree becomes 62 years of age. Ordinance No. 3779, adopted December 4, 2008, abolished the Temporary Supplemental Retirement Benefit for all employees employed on or after January 1, 2009. The amendment to abolish the Temporary Supplemental Retirement Benefit, will not affect current Retirees or eligible participants employed prior to January 1, 2009.

Fourteen (14) Retirees, as well as one (1) Beneficiary were deceased in 2022.

Five (5) former employees (compared with 3 in 2021) requested and received a refund of their contributions to the City Retirement Plan in 2022. They forfeited their rights to the City of Columbia, TN Employees' Retirement Plan when they received reimbursement of their contributions. The total refunded in 2022 was \$138,446.27.

Attached is a summary report of revenue and disbursements of the "City of Columbia, TN Employees' Retirement Plan Fund" from July 1, 1974 through December 31, 2022. The 2022 totals are listed separately to show the activities during the year. Also shown are the totals from the inception of the fund, July 1, 1974 through December 31, 2022.

The December 31, 2022 Investment Cost Basis balance of the "City of Columbia, TN Employees' Retirement Plan Fund" was \$49,083,141.89. The total market value was \$51,104,388.21. First Farmers Bank Trust Department, agent for the Trustees, have invested some of this fund balance in U. S. Treasury Bonds & Notes, U. S. Government Agencies, Corporate Bonds & Notes, Mutual Funds and Equities. Ordinance No. 4047, adopted by the City Council on December 10, 2015, allows First Farmers Bank, Trust Department, to invest up to sixty percent (60%) of the funds in stock and/or equities.

Ordinance No. 3906 adopted April 15, 2012 amended the City of Columbia Employees' Retirement Plan to close the current City of Columbia Employees' Retirement Defined Benefit Plan to all City Employees hired on or after July 1, 2012. The Defined Contribution Plan became effective July 1, 2012 for all eligible City Employees hired on or after July 1, 2012.

CITY OF COLUMBIA EMPLOYEES RETIREMENT FUND

Calendar Year 2022 by Month

Pension Contributions

Date	Interest & Dividends	Refunds	Jefferson Standard	City	Employee	Total	Supplies	Other Services	Actuarial Services	First Farmers Fees	Audit	Lump Sum Refunds	Regular Monthly Pension Benefits	Temporary Supplement	Ending Balance
12/31/2021	\$ 48,182,007.03	\$ 41,667.84	\$ 148,835.64	\$ 43,978,588.24	\$ 22,424,377.12	\$ 66,402,965.36	\$ (5,442.17)	\$ (46,931.58)	\$ 1,260,463.10	\$ 1,025,078.10	\$ (179,285.26)	\$ 3,713,326.52	\$ 33,345,628.56	\$ 6,392,239.36	\$ 48,304,295.78
1/31/2022	208,177.42	-	-	433,061.81	109,607.08	542,668.88	-	-	-	-	-	-	(353,131.58)	(80,491.81)	48,621,518.69
2/28/2022	72,853.85	-	-	175,469.77	44,411.05	219,880.82	-	-	-	-	-	(19,378.56)	(353,322.50)	(78,935.09)	48,462,617.21
3/31/2022	66,152.77	-	-	174,854.51	44,255.33	219,109.84	-	-	(9,057.00)	-	-	-	(349,755.48)	(79,111.50)	48,309,955.84
4/30/2022	53,747.14	-	-	-	-	-	-	-	-	-	-	(22,308.72)	(348,599.51)	(78,929.50)	47,913,865.25
5/31/2022	402,786.20	-	-	266,937.74	67,561.41	334,499.15	-	-	(1,556.00)	-	-	-	(348,599.51)	(78,929.50)	48,222,065.59
6/30/2022	148,068.82	-	-	175,273.21	44,361.30	219,634.51	-	-	-	-	-	-	(350,026.95)	(80,238.50)	48,159,503.47
7/31/2022	272,618.01	-	-	712,587.59	44,411.19	756,998.78	-	-	-	-	-	(21,384.26)	(363,695.70)	(82,533.43)	48,721,506.87
8/31/2022	46,002.02	-	-	368,465.98	93,258.01	461,723.98	-	-	(6,483.00)	-	-	(38,880.22)	(367,023.91)	(85,104.33)	48,731,741.41
9/30/2022	160,768.98	-	-	-	-	-	-	-	-	(77,188.40)	-	(56,937.33)	(370,422.92)	(86,353.01)	48,301,608.73
10/31/2022	93,680.82	-	-	261,944.73	66,297.69	328,242.42	-	-	(10,356.00)	-	-	(60,124.68)	(367,930.92)	(87,191.84)	48,197,928.53
11/30/2022	48,466.38	-	-	168,490.22	42,644.54	211,134.76	-	-	-	-	-	-	(369,977.80)	(88,723.84)	47,998,828.03
12/31/2022	1,350,133.92	-	-	169,317.57	42,853.94	212,171.51	-	-	(16,212.00)	-	-	-	(372,806.85)	(88,972.72)	49,083,141.89
Total 2022	\$ 2,923,456.33	\$ -	\$ -	\$ 2,906,403.13	\$ 599,661.54	\$ 3,506,064.65	\$ -	\$ -	\$ (43,664.00)	\$ (77,188.40)	\$ -	\$ (219,013.77)	\$ (4,315,293.63)	\$ (995,515.07)	-
Total ever	\$ 51,105,463.36	\$ 41,667.84	\$ 148,835.64	\$ 46,884,991.37	\$ 23,024,038.66	\$ 69,909,030.01	\$ (5,442.17)	\$ (46,931.58)	\$ 1,216,799.10	\$ 947,889.70	\$ (179,285.26)	\$ 3,494,312.75	\$ 29,030,334.93	\$ 5,396,724.29	\$ 161,059,398.61

* Cumulative amount from plan inception date 7/1/1974 through 12/31/2022.

1/25/2023 mb

ANNUAL REPORT OF CITY OF COLUMBIA, TENNESSEE RETIREMENT
HEALTH INSURANCE POST-EMPLOYMENT BENEFIT TRUST FUND

AUGUST 8, 2008 THROUGH DECEMBER 31, 2022

On August 7, 2008, the City Council approved an agreement between the Trustees of the City of Columbia Employees' Retirement Plan and First Farmers & Merchants Bank of Columbia, TN for the Bank to become the Investment Agent of the Trust Fund, known as "City of Columbia, Tennessee Retirement Health Insurance Post-Employment Benefit Trust."

On August 8, 2008, the Trustees of the City of Columbia Retirement Plan opened the City of Columbia, TN Retirement Health Insurance Post-Employment Benefit Trust Account, at First Farmers & Merchants Bank, Trust Department, Columbia, TN.

A total of \$6,505,025.60 was transferred from the City of Columbia Employees' Retirement Supplemental Health Insurance Account at Regions Bank to the City of Columbia Retirement Health Insurance Post-Employment Benefit Trust Fund at First Farmers & Merchants Bank.

Prior to July 1, 2008, only the Supplemental Health Insurance premiums, for eligible City Retirees, who were 65 years of age or older, were being paid from the City of Columbia Temporary Supplemental Health Insurance Fund, at Regions Bank.

The City General Fund had been paying the Health Insurance premiums for the eligible Retirees up to age 65, prior to July 1, 2008.

The current funding for the Retirees Health Insurance is 4.37% of the pension gross salaries. The funding is provided by the City General, Sanitation and Wastewater Funds.

In December 2022, Health Insurance premiums were paid for 181 Retirees.

First Farmers Bank Trust Department may invest some of the funds in U. S. Treasury Bonds & Notes, U. S. Government Agencies, Corporate Bonds & Notes, Mutual Funds & Stocks and/or Equities. Ordinance No. 4048, adopted by the City Council on December 10, 2015, allows First Farmers Bank, Trust Department, to invest up to sixty percent (60%) of the funds in stock and/or equities.

The Investment Cost Basis balance for December 31, 2022 was \$16,682,448.51. The total market value was \$17,726,380.16.

Ordinance No. 3752, adopted by City Council, June 19, 2008, provided for "Establishing an Investment Trust for the purpose of Pre-Funding Other Post-Employment Benefits as Provided in Tennessee Code Annotated, Title 8, Chapter 50, Part 12". The Tennessee State Funding Board approved the "Declaration of Trust of the City of Columbia, Tennessee", on June 30, 2008.

CITY OF COLUMBIA HEALTH INSURANCE POST EMPLOYMENT BENEFIT TRUST FUND

Calendar Year 2022 by Month

<u>Date</u>	<u>City</u> <u>Contributions</u>	<u>Interest, etc.</u>	<u>Refunds</u>	<u>Blue Cross/Blue Shield Insurance</u>			<u>Clinic Costs</u>	<u>Aetna Part "D"</u>	<u>Ins</u> <u>reimb</u>	<u>Actuary</u>	<u>First</u> <u>Farmers</u>	<u>Audit Exp.</u>	<u>Supplies</u>	<u>Ending</u> <u>Balance</u>
				<u>Post-65</u>	<u>Pre-65</u>	<u>Total</u>								
12/31/2021	\$ 8,591,079.98	\$ 9,119,973.77	\$ 2,380.98	\$ (2,473,367.77)	\$ (4,673,668.99)	(7,147,036.76)	\$ (9,620.00)	\$ (708,804.94)	\$ (39,436.46)	\$ (127,701.00)	\$ (212,653.64)	\$ (13,492.50)	\$ (385.67)	transferred from Regions \$ 6,505,025.60 \$ 15,959,329.36
1/31/2022	71,065.72	83,518.69	-	(36,171.91)	(78,892.56)	(115,064.47)	-	(7,515.80)	-	-	-	-	-	15,991,333.50
2/28/2022	28,794.71	22,234.24	-	(37,825.20)	(19,055.00)	(56,880.20)	-	(7,599.68)	-	-	-	-	-	15,977,882.57
3/31/2022	28,693.74	24,513.55	-	(77,811.84)	(19,055.00)	(96,866.84)	-	(7,683.56)	-	-	-	-	-	15,926,539.46
4/30/2022	-	21,582.61	-	-	-	-	-	-	-	-	-	-	-	15,948,122.07
5/31/2022	43,804.66	391,385.90	-	(34,788.81)	(40,527.00)	(75,315.81)	-	(14,863.84)	-	-	-	-	-	16,293,132.98
6/30/2022	28,762.44	58,186.89	-	-	(82,675.08)	(82,675.08)	-	(7,599.68)	-	-	-	-	-	16,289,807.55
7/31/2022	28,794.79	112,919.61	-	(36,815.00)	(41,607.72)	(78,422.72)	-	(7,851.32)	-	-	-	-	-	16,345,247.91
8/31/2022	60,465.52	16,417.38	-	(18,500.00)	(43,228.80)	(61,728.80)	-	(7,515.80)	-	-	-	-	-	16,352,886.21
9/30/2022	-	45,668.05	-	(18,870.00)	(43,769.16)	(62,639.16)	-	(7,599.68)	-	-	(22,171.14)	-	-	16,306,144.28
10/31/2022	42,985.30	40,281.32	-	(18,130.00)	(43,769.16)	(61,899.16)	-	(7,431.92)	-	-	-	-	-	16,320,079.82
11/30/2022	27,649.36	17,131.78	-	(17,945.00)	(43,769.16)	(61,714.16)	-	(7,935.20)	-	-	-	-	-	16,295,211.60
12/31/2022	27,785.12	430,439.09	-	(19,450.00)	(43,769.16)	(63,219.16)	-	(7,768.14)	-	-	-	-	-	16,682,448.51
Total 2021	\$ 388,801.36	\$ 1,264,279.11	\$ -	\$ (316,307.76)	\$ (500,117.80)	\$ (816,425.56)	\$ -	\$ (91,364.62)	\$ -	\$ -	\$ (22,171.14)	\$ -	\$ -	
Total ever	\$ 8,979,881.34	\$ 10,384,252.88	\$ 2,380.98	\$ (2,789,675.53)	\$ (5,173,786.79)	\$ (7,963,462.32)	\$ (9,620.00)	\$ (800,169.56)	\$ (39,436.46)	\$ (127,701.00)	\$ (234,824.78)	\$ (13,492.50)	\$ (385.67)	\$ 10,177,422.91
												amt tsf fm Regions		6,505,025.60
	\$37,000 Wire to US Treasury-CMS balance													\$ 16,682,448.51
	\$ 30 Wire Fee													



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Boshers, Wastewater Director, dbosher@columbiatn.com, 931-560-1001

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE CUSTOMER AGREEMENT WITH BRENNTAG MID-SOUTH, INC. FOR THE PURCHASE OF POLYMER AT THE COST OF \$1.895 PER POUND

RECOMMENDATION: Approve.

INFORMATION: The Wastewater Department opened the bidding process on January 6, 2023 to solicit a supplier for the cationic polymer used in our sludge de-watering process. Three candidates submitted bids and tested their materials using our process. Four polymers were tested and the low bidder was Brenntag Mid-South, Inc. at the cost of \$1.895 per pound. The material also allowed our operators to adjust the ratio of polymer to water, which may reduce the amount of polymer used throughout the year.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in Sewer Treatment Plant - Chemicals & Cleaning Supplies for the remainder of FY 2023.



ITB Cationic Polymer Flocculants
 Solicitation # 412-1222-12
 Bid Opening 1/6/2023; 2:00 PM

Vendor	Manufacturer	Brand	12 Mo Fixed Pricing
UnivarSolutions			NO BID
Tidewater Products P O Box 23181 Toledo , OH 43623	Tidewater Products	TWC-2781	\$2.35 / lb
CedarChem LLC 105 Plantation Ave Cedartown, GA 30152	SNF Polydyne	CedarFLOC 2087	\$2.18 / lb
CedarChem LLC 105 Plantation Ave Cedartown, GA 30152	SNF Polydyne	CedarFLOC 3552	\$2.11 / lb
Brenntag Mid-South Inc 250 Central FL Parkway Orlando, FL 32824	SNF	Brennfloc CP9821	\$1.895 / lb

This is a tabulation of all bids received.

Sommar Jaynes

Purchasing Agent

City of Columbia – Solicitation #412-1222-12 Cationic Polymer Flocculants

Manufacturer of Polymer: SNF

Brand: Brennfloc CP9821

Fixed price per pound for 12-month period from date of award \$ \$1.895/LB

Are you willing to consider an extension of the award beyond an initial 12-month period?

Yes

will need to be addressed within 30-60 days of the contract end date.

Are the terms and conditions for extending an award attached? _____

Have you attached the product specifications? Yes

Acknowledgement of Addenda N/A, _____, _____

In compliance with this Invitation for Bid for Cationic Polymer Flocculants and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified above. My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Company Name: Brenntag Mid-South Inc

**Signature of
Vendor**

Ray Sibbitt

Name (type/print): Ray Sibbitt

Title: Director of Mini-bulk/Municipal Development

Date: 1/4/2023

BRENNTAG CUSTOMER APPLICATION

Please complete all applicable information and attach documentation noted.

Brenntag's Privacy Policy can be found at:

USA: <https://www.brenntag.com/en-us/about/privacy-policy/index.jsp>

Application Type

Select One

☒ New Customer

Please fill in all relevant sections, unless otherwise noted

New Delivery Address

Please fill in only the following sections, as applicable: Tax Information, Contact Information, Shipping/Receiving Information, Restricted Products

New Bill-To

Please fill in only the following section, as applicable: Billing Information

Change

Please limit the form to only what you wish to change

Reactivation

Please fill in all relevant sections, unless otherwise noted

Customer Profile

Attach W9 Form

Business Name:

(input the legal name of the company)

Physical Address 1:

Physical Address 2:

Physical Address 3:

City:

State:

Postal Code:

Who is your Brenntag Sales Contact?

Does your company do business with another Brenntag company?

No

Yes, which one?

Website:

Emergency Contact Phone Number:

Tax Information

Sales Tax Exempt? No ☒ Yes

Note: Copy of tax exemption certificate is required. Sales taxes will be charged if valid tax exemption documentation is not provided.

Exemption Type: Resale Entity Activity

☒ Other

Exemption Number:

Billing Information

Payment Method: Prepayment ACH/EFT ☒ Other

How are invoices paid? ☒ Local office Parent office

Estimated Monthly Volume (used for credit limit assessment):

Accept Invoice by Email? No ☒ Yes

DUNS Number:

Parent Company DUNS Number (if applicable):

SIC:

EIN Number:

Parent Company EIN:

Leave name/address blank if the same as Customer Profile

Business Name:

Address 1:

Address 2:

City:

State:

Postal Code:

INTERNAL USE ONLY Sub SIC:

Business Background Information

Not Required for Prepayment Customer

Describe the nature of the business:

Type of products sold:

Number of Employees: Years Established: Annual Sales:

CEO Name: CEO Email: CEO Phone:

CFO Name: CFO Email: CFO Phone:

Organizational Structure

Structure: ☐ Corp. ☐ Partnership ☐ Proprietorship ☐ LLC

State: Start Date:

Ownership: ☐ Private ☐ Public If public, what exchange? Ticker?

Related Companies: Subsidiaries:
(Attach list if applicable) (Attach list if applicable)

Do any of the related companies or subsidiaries already have accounts set up with Brenntag?

No Yes, list them

Other

Have you ever filed the following? ☐ Bankruptcy ☐ Receivership ☐ Liquidation ☐ Other form of insolvency

Have you ever done business under another name?

INTERNAL USE ONLY

Is this customer also a supplier? ☐ Yes ☐ No

Is this customer domestic business or foreign business? ☐ Domestic ☐ Foreign

How was the customer's identity verified? ☐ D&B ☐ Computer Search ☐ Applied Knowledge ☐ Other

Name of Verifying Employee: Order Pending? Amount:

Bank References

Not Required for Prepayment Customer

Name: Contact Bank Officer: Email:

Account(s): Phone: Fax:

Trade Credit References

You may attach your standard credit data/information sheet with references (if applicable)

Not Required for Prepayment Customer

Company Name: Contact Person: Email*:

Account: Phone: Fax:

Company Name: Contact Person: Email*:

Account: Phone: Fax:

Company Name: Contact Person: Email*:

Account: Phone: Fax:

Company Name: Contact Person: Email*:

Account: Phone: Fax:

*Email address should be the contact person listed or the reference's credit department

Contact Information

Name: Sommar Jaynes	AP Contact	Billing/Invoice Contact	☒ Pricing Notification Contact
Email: sjaynes@columbiatn.com	Additional Pricing Contact	☒ Purchasing Contact	COA Contact
Phone: 931-560-1580 Fax: 931-381-7722	SDS Contact	Order Acknowledgement Contact	Receiving/Delivery Contact
	Product Recall Contact		
Name: Bonnie Froehlich	☒ AP Contact	☒ Billing/Invoice Contact	Pricing Notification Contact
Email: bfroehlich@columbiatn.com	Additional Pricing Contact	Purchasing Contact	COA Contact
Phone: 931-560-1580 Fax: 931-381-7722	SDS Contact	Order Acknowledgement Contact	Receiving/Delivery Contact
	Product Recall Contact		
Name:	AP Contact	Billing/Invoice Contact	Pricing Notification Contact
Email:	Additional Pricing Contact	Purchasing Contact	COA Contact
Phone: Fax:	SDS Contact	Order Acknowledgement Contact	Receiving/Delivery Contact
	Product Recall Contact		
Name:	AP Contact	Billing/Invoice Contact	Pricing Notification Contact
Email:	Additional Pricing Contact	Purchasing Contact	COA Contact
Phone: Fax:	SDS Contact	Order Acknowledgement Contact	Receiving/Delivery Contact
	Product Recall Contact		
Name:	AP Contact	Billing/Invoice Contact	Pricing Notification Contact
Email:	Additional Pricing Contact	Purchasing Contact	COA Contact
Phone: Fax:	SDS Contact	Order Acknowledgement Contact	Receiving/Delivery Contact
	Product Recall Contact		

Shipping/Receiving Information

If requesting multiple Shipping Locations, please attach list

Leave name/address blank if the same as Customer Profile

Company Name:	SDS required with each shipment? Yes No
Delivery Address 1:	Certificate of Analysis required with each shipment? Yes No
Delivery Address 2:	Accepts backorders? Yes No
City: State:	Accepts partial orders? Yes No
Postal Code:	
Website:	

Fill in if applicable

Pallets Required: Yes No	Delivery Truck Size (select one): 40'+ Box Trailer Less than 40' Box Trailer Bob Tail
Stretch Wrapped: Yes No	Bulk Unloading: Yes No
Power Tailgate: Yes No	Bulk Unloading (select one): Pump Air Hose Extra Hose
Fork Lift: Yes No Weight Rating:	Number of Bulk Tanks:
Dock (select one): Ground level Truck level	Bulk Fill: Outside Inside
Receiving Hours: By appointment only	Product Specifications Required: Yes, pallet size is x (attach documentation if required)
From to	No specifications required
Loaned Equipment Needed: Yes No	Special Delivery Requirements:

INTERNAL USE ONLY	Ship Via:	Warehouse:
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Restricted Products

Customers must be registered with US Federal agencies and submit valid documentation in order to receive restricted products from Brenntag. Please attach any or all of the following documentation if ordering restricted products. Without valid documentation these products will not be approved nor shipped: CI Questionnaire (Chlorine), DEA Registration, ATF (Alcohol/Tabacco/Firearms) Registration, EDSP (Endocrine Disruptor Screening Program) Form, or DHS Form.

Customer Agreement – Terms and Conditions of Sale

Your signature below means that in consideration of Brenntag North America, Inc., on behalf of itself and its subsidiaries, (collectively "Brenntag"), you agree to the following terms:

1. That the information provided in this application is complete and correct.
2. To Brenntag's Terms and Conditions found at:
 - US: <http://bna.brenntag.com/Terms/Terms/Termsoe.htm?req=OE>.

The following terms apply if Brenntag is extending credit to you:

3. The undersigned consents to Brenntag: (i) obtaining credit and/or personal information, at any time, in connection with the credit hereby applied for, including any renewal or extension thereof, and (ii) disclosing any credit information concerning the undersigned to any credit reporting agency or to any person with whom the undersigned has or proposes to have financial relations.
4. Brenntag has the right to reduce or withdraw your credit privileges under this application at any time in its discretion.
5. In the event collection efforts become necessary, you shall be responsible for all collection costs and fees, including reasonable attorney fees, which shall be added to your account.
6. In the event of your default under this application or any other agreement between you and Brenntag, Brenntag and/or any of its affiliates or subsidiaries may offset any amounts owing to you against any amounts due to Seller and/or its affiliates or subsidiaries, whether or not arising hereunder.
7. The acceptance by Brenntag of any payment after the specified due date shall not constitute a waiver of the your obligation to make further payments on the specified due dates.
8. Brenntag has the right to suspend deliveries in the event that applicant fails to pay for any one shipment when due or if applicant exceeds the extended credit limit.
9. Unless otherwise stated in writing by Seller in any quote, acknowledgement, or similar document, payment terms are net thirty (30) days.
10. The undersigned further represents and warrants that he/she has the authority to bind the applicant.

Company Representative Name

Company Representative Title

Company Representative Signature

Date Signed

Credit Information

INTERNAL USE ONLY

Credit Limit: Terms:
Approved By

Commercial Sales Information

INTERNAL USE ONLY

Please provide names of all individuals listed below as part of the new customer profile set up.

Sales Representative Name

Division/District

Territory/District Manager

Sales Manager

Lead Campaign/Source (if applicable):



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JENNIFER GRISHAM TO CREATE A BRONZE SCULPTURE OF PRESIDENT JAMES K. POLK FOR PRESIDENTIAL PARK IN THE AMOUNT OF \$85,000

RECOMMENDATION: Approve and authorize the Mayor to execute a contract with Jennifer Grisham in the amount of \$85,000 to create a bronze sculpture of President James K. Polk for Presidential Park.

INFORMATION: The City will contract for the creation of a public art sculpture of President James K. Polk to be erected in Presidential Park. This bronze statue will pair with a bronze statue of Sarah Childress Polk, currently being created, to be the focal point of the new pocket park at the corner of 7th and High Street.

CERTIFICATION: The Chief Financial Officer certifies that \$85,000 is budgeted and unencumbered in Tourism Enhancement - Improvements Other Than Building.

CONTRACT

JENNIFER GRISHAM (Artist) and the CITY OF COLUMBIA (Buyer) enter into the following agreement:

1. JENNIFER GRISHAM shall provide one life-size bronze statue of James K. Polk in a standing pose.
2. Description of Artist's Obligations:
Process for Completion:

Artist will contract with a 3D imaging company to generate a digital file of the model already approved by the Buyer. The 3D imaging company will create a slightly larger than life-size foam core for the sculpture.

Artist will reassemble foam core, add clay to this core and rework the surface finish to refine the details. After Buyer has approved the finished life-size clay sculpture, Artist will contract with a bronze foundry company that will come to the Artist's studio to make flexible molds with rigid back up molds of the piece.

The foundry will reassemble the molds at their location to contain a pour of hot wax.

Artist will visit the foundry to refine the surface features on the wax. Buyer will have final approval of the surface features.

The wax sculpture will then be dipped in a ceramic slurry and the wax burned out at the foundry. The void left will be filled with molten bronze.

Artist will visit the foundry again at this point to approve the bronze casting and arrange for the patina. The finished sculpture will be transported to the city of Columbia, Tennessee and installed by the foundry.

Throughout this process Buyer's visits to the Artist's studio can be arranged to view and document the work in process.

Timeline:

The timeline quoted to Artist by Du Chateau Sculpture Services is 1 month for 3D imagining and cutting the core sculpture in styrofoam
The timeline quoted by the Inferno Art Foundry is 5 months for mold making and bronze casting.

3. Description of Buyer's Obligations:

Prior to completion Buyer will contract, or legally secure a space for the life-size bronze statue to be installed along with enough ground to accommodate commemorative plaques, donor bricks, and any other signage needed to mark the location.

4. Compensation and Terms:

Buyer agrees to pay the Artist a total of \$85,000.00 in three installments.

\$28,333.00 as a retainer upon signing of this contract

\$28,333.00 when the life-size clay sculpture is approved

\$28,334.00 when the finished bronze piece is installed in the location secured by the Buyer.

5. Contingency:

In case of accidents, sickness, inclement weather or any other circumstance, event or act of God beyond the Artist's control which does or would significantly impact the ability of the Artist to perform under this contract, every attempt shall be made to reschedule a revised timeline convenient to both parties. Should both parties, having done due diligence, fail to establish a new timeline, the above-stated obligations of both parties will be cancelled and all unencumbered funds shall be returned to Buyer along with the sculpture in whatever state of completion it is.

6. Totality of Agreement

Both parties acknowledge the above represents the entire agreement between the parties and that no oral modifications have been made. Any amendments of this agreement shall only be binding on the parties if in writing and signed by both parties.

7. Copyright and Image Usage

Both parties agree that the Artist shall own the copyright to this artwork during her lifetime; subsequently the copyright reverts to Buyer for the remainder of the time until passing into public domain.

Replication of the statue (in any scale) by Buyer will occur with express contractual agreement with Artist.

Artist gives Buyer consent to photograph, video and otherwise produce images of the statue for use in promotional purposes into perpetuity.

8. Attorney Fees: If either party breaches their obligations under this contract, the breaching party will be responsible for the other party's reasonable attorney fees and court costs.

ENTERED THIS _____ day of _____, 2023

Artist Jennifer Grisham

Jennifer Grisham
440 Oakwood Drive
Columbia, TN 38401

Buyer

City of Columbia
Charles (Chaz) M. Molder

Approved as to Legal Form:

By: C. Tim Tisher
C. Tim Tisher, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONSENT AGREEMENT BETWEEN THE CITY OF COLUMBIA AND THE TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT GIVING CONSENT TO INSTALL A TN MUSIC PATHWAYS MARKER FOR LILLIE MAE GLOVER

RECOMMENDATION: Approve and authorize the Mayor to sign a consent agreement between the City of Columbia and the Tennessee Department of Tourist Development (TDTD) to install and maintain a Tennessee Music Pathways marker for locally born singer Lillie Mae Glover, known as Ma Rainey II.

INFORMATION: This consent agreement allows for installation of a marker on 8th Street at Woodland. This marker, produced by TDTD, will be included on the statewide music trail created and marketed by the state. This will be the second marker in Columbia for the TN Music Pathways, but it is the first interpretive marker highlighting a music artist (the first marker was for The Mulehouse). Lillie Mae Glover was born Lillie Mary Hardison in Columbia in 1906. She ran away from home at age 13 to sing the Blues. She called herself Ma Rainey II (after Ma Rainey died) and began performing regularly on Beale Street in the late 1920s. She was inducted into the Hall of Fame of Music & Entertainment in 1981. She died in 1985. She also has a 'brass note' marker on Beale Street.



Property Access Consent Form

I/We, City of Columbia do hereby attest that I am the owner or authorized agent of the owner of the property described below ("Installation Location"). I consent to providing the Tennessee Department of Tourist Development (referred to as "the department") or an agent on behalf of the department access to this property at reasonable times and under reasonable conditions, for the purpose of installing signage, as part of the Tennessee Music Pathways program. I/we understand that I/we will be contacted prior to the installation of the signage and that I/we will have final authority as to the sign's placement and location.

Business/Community/Association (if applicable): City of Columbia (Right-of-Way)

Business Address: 814 Woodland Street (corner of 8th)

I/We understand that I/we have the right to be compensated for the use of my/our property, and I/we am/are waiving that right.

I/we understand that the department or its agent will maintain the marker as long as it remains on my/our property, and that the marker will be removed at any time in the future, if so requested by me/us or my/our successors. I/we agree to notify the department immediately if the property is placed on the market for sale, an offer for sale is being considered or heir is set to inherit within thirty (30) days.

Signature: _____

Printed Name: Charles M. (Chaz) Molder

Date: _____

Phone Number: _____

Questions and completed forms should be sent to your Division Manager:

- West: Marty.Marbry@tn.gov
- Middle: Ashley.DeRossett@tn.gov
- East: Dave.Jones@tn.gov

Approved as to Legal Form:

By: C. Tim Tisher
C. Tim Tisher, City Attorney

Tennessee Music Pathways Post and Panel Installation Agreement

Post and Panel Title: Lillie Mae Glover

County: Mauvy

(Please type or print neatly)

Organization Name: City of Columbia

Name of Local Point of Contact: Kellye Murphy

Title: Tourism & Mktg Director

Address: 700 N. Garden Street

Columbia, TN 38401

Email: kmurphy@columbiatn.com

Phone: 931-560-1575

Determined Location Information

Installation Location: Corner of Woodland & 8th Street

Landowner and contact if different than above:

City of Columbia Right-of-Way

Address of marker : 814 Woodland Street (on 8th street)

Columbia TN 38401

General Contact for Questions and Final installation of marker: (include email & phone #)

Name: Kellye Murphy

Email: kmurphy@columbiatn.com

Phone: 931-560-1575

Will your organization be willing to install the marker ☒ Y ☐ N

If yes, who will install it? Columbia Public Works Dept.

Can the marker be shipped to your community ☒ Y ☐ N

If yes, please list the address and contact for receiving the marker:

Address: 110 Santa Fe Pike

Columbia TN 38401

Contact: Jeff Riggins

Email: jriggins@columbiatn.com

Phone: 931-560-1482



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jonathan Stotler, MIS Director, jstotler@columbiatn.com, 931-560-1550

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE PURCHASE OF ONE (1) FORD POLICE EXPLORER UTILITY 4X4 VEHICLE IN THE AMOUNT OF \$34,729 FROM FORD OF MURFREESBORO UTILIZING STATE OF TENNESSEE CONTRACT 209

RECOMMENDATION: Approve the purchase of 1 Ford Police Explorer Utility 4x4 vehicle from Ford of Murfreesboro on statewide contract 209 in the amount of \$34,729.

INFORMATION: The State of Tennessee has a contract with Ford of Murfreesboro to supply Ford Utility vehicles. The entire purchase of the vehicles would cost the City \$34,729.

CERTIFICATION: The Chief Financial Officer certifies that \$34,729 is budgeted and unencumbered in Management Info Systems - Machinery, Equipment & Auto.

SALES QUOTE

FORD OF MURFREESBORO

SWC 209 NO. 75348

TO:
City of Columbia

DATE: 2/20/2023
QUOTE ID: COL018

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	K8B	Explorer 4x4	\$34,729.00	\$34,729.00
1	OPT	Optional Factory Equipment		
		Please sign and return this quote and attached vehicle information with a signed PO to place your order.		
Total Price			\$34,729.00	\$34,729.00



Prepared by: Jason McCullough

02/20/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Explorer 4dr 4x4 Base (K8B)

Price Level: 345

As Configured Vehicle

Code	Description	MSRP
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Base Vehicle

K8B	Base Vehicle Price (K8B)	\$38,760.00
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Packages

100A	Equipment Group 100A	N/C
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Includes:

- Engine: 2.3L EcoBoost I-4

Includes auto start-stop technology.

- Transmission: 10-Speed Automatic

- 3.58 Non-Limited-Slip Rear Axle Ratio

- GVWR: 6,160 lbs

- Tires: P255/65R18 AS BSW

Includes mini spare.

- Wheels: 18" 5-Spoke Silver-Painted Aluminum

- Cloth Captain's Chairs

Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.

- Radio: AM/FM Stereo

Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM, if equipped, includes a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.

- FordPass Connect

Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).

- SYNC 3 Communications & Entertainment System

Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.

Powertrain

99H	Engine: 2.3L EcoBoost I-4	Included
	Includes auto start-stop technology.	
44T	Transmission: 10-Speed Automatic	Included
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

02/20/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Explorer 4dr 4x4 Base (K8B)

Price Level: 345

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDGV	GVWR: 6,160 lbs	Included
Wheels & Tires		
STDTR	Tires: P255/65R18 AS BSW <i>Includes mini spare.</i>	Included
STDWL	Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included
Seats & Seat Trim		
7	Cloth Captain's Chairs <i>Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo <i>Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM, if equipped, includes a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.</i> <i>Includes:</i> - FordPass Connect <i>Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).</i> - SYNC 3 Communications & Entertainment System <i>Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.</i>	Included
Emissions		
425	50 State Emissions System	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

02/20/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Explorer 4dr 4x4 Base (K8B)

Price Level: 345

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.	
Interior Color		
7N_01	Sandstone w/Cloth Captain's Chairs	N/C
Fleet Options		
YZ_02	Oxford White Fleet only.	N/C
SUBTOTAL		\$38,760.00
Destination Charge		\$1,595.00
TOTAL		\$40,355.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
02/20/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Explorer 4dr 4x4 Base (K8B)

Price Level: 345

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

- * 18 x 7.5-inch front and rear silver aluminum wheels
- * Overdrive transmission
- * Transmission electronic control
- * Terrain Management System all-speed ABS and driveline traction control
- * Battery run down protection
- * Driver selectable drivetrain mode
- * 8 inch primary LCD display
- * Bluetooth wireless audio streaming
- * Seek scan
- * Internal storage capability
- * 3 month satellite trial subscription
- * Wheelbase: 119"
- * Standard ride suspension
- * Rear window defroster
- * Manual folding door mirrors
- * LED daytime running lights
- * Deep tinted windows
- * Speed sensitive wipers
- * Manual rear child safety door locks

Exterior: Oxford White
Interior: Sandstone w/Cloth Captain's Chairs

- * P255/65RH18 AS BSW front and rear tires
- * Lock-up transmission
- * Stainless steel quasi-dual exhaust
- * Lead acid battery
- * Auto stop-start engine
- * Fuel tank capacity: 17.91 gal.
- * Steering wheel mounted audio controls
- * SiriusXM AM/FM/Satellite radio
- * SYNC 3 external memory control
- * Internet radio capability
- * Vehicle body length: 199"
- * Interior cargo length: 84 "
- * Trip computer
- * Power door mirrors
- * DRL preference setting
- * LED brake lights
- * Variable intermittent front windshield wipers
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- * Driver front impact airbag

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$38,760.00
Equipment Group 100A	N/C
Engine: 2.3L EcoBoost I-4	Included
Transmission: 10-Speed Automatic	Included
3.58 Non-Limited-Slip Rear Axle Ratio	Included
GVWR: 6,160 lbs	Included
Tires: P255/65R18 AS BSW	Included
Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included
Cloth Captain's Chairs	Included
Monotone Paint Application	STD
119.1" Wheelbase	STD
Radio: AM/FM Stereo	Included
50 State Emissions System	STD
FordPass Connect	Included
SYNC 3 Communications & Entertainment System ..	Included
Oxford White	N/C
Sandstone w/Cloth Captain's Chairs	N/C
SUBTOTAL	\$38,760.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
02/20/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Explorer 4dr 4x4 Base (K8B)

Price Level: 345

Major Equipment

- | | |
|---|--|
| * Seat mounted side impact driver airbag | * Passenger front impact airbag |
| * Seat mounted side impact front passenger airbag | * Airbag occupancy sensor |
| * 8 airbags | * SecuriLock immobilizer |
| * Automatic climate control | * Dual-zone front climate control |
| * Rear under seat climate control ducts | * Cloth rear seat upholstery |
| * Carpet third-row seatback upholstery | * Fixed third-row seats |
| * 50-50 folding third-row passenger seat | * Third-row bench seat |
| * Front facing third-row seat | * Manual fold into floor third-row seat |
| * Height adjustable third-row head restraints | * Manual third-row head restraint control |
| * 2 third-row head restraints | * Fixed second-row seats |
| * 35-30-35 folding second-row seats | * Manual reclining second-row seats |
| * Split-bench second-row seat | * Front facing rear seat |
| * Fold forward second-row seatback | * Second-row seats with manual fore and aft |
| * Height adjustable rear seat head restraints | * Manual rear seat head restraint control |
| * 3 rear seat head restraints | * Bucket front seats |
| * Driver seat with 8-way directional controls | * Front passenger seat with 4-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Front seat center armrest | * Power reclining driver seat |
| * Power height adjustable driver seat | * Power driver seat fore/aft control |
| * Power driver seat cushion tilt | * Manual reclining passenger seat |
| * Manual passenger seat fore/aft control | * Cloth front seat upholstery |
| * Cloth front seatback upholstery | * 4-wheel disc brakes |

As Configured Vehicle

MSRP

Destination Charge \$1,595.00

TOTAL \$40,355.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
02/20/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Explorer 4dr 4x4 Base (K8B)

Price Level: 345

Major Equipment

- | | |
|---------------------------------|----------------------------|
| * 4-wheel antilock (ABS) brakes | * Electronic parking brake |
| * Brake assist system | * Hill Descent Control |

Fuel Economy

City
20 mpg



Hwy
27 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

TT of F Murfreesboro Inc
1550 NW Broad St

Murfreesboro, TN 37129

Vendor ID: 0000141024

Contract Number: 0000000000000000000072320

Title: SWC209 Vehicles

Start Date : September 28, 2021 End Date: December 31, 2023

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone:
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, Ford, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-001
Manufacturer Item #:
Unit Price: \$ 0

Line 2

Item ID: 1000179935
Sedans, Ford, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-002
Manufacturer Item #:
Unit Price: \$ 0

Line 3

Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-003
Manufacturer Item #:
Unit Price: \$ 0

Line 4

Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-004
Manufacturer Item #:
Unit Price: \$ 0

Line 5

Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-005
Manufacturer Item #:
Unit Price: \$ 0

Line 6

Item ID: 1000179939
Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-006
Manufacturer Item #:

Unit Price: \$ 0

Line 7

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #: SWC209-COBB-008

Manufacturer Item #:

Unit Price: \$ 0

APPROVED: _____ BY: _____ DATE _____
CHIEF PROCUREMENT OFFICER PURCHASING AGENT



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, Development Services Director, paul@columbiatn.com, 931-560-1560

AGENDA ITEM TITLE: RATIFY THE APPROVAL OF AN AGREEMENT WITH VULCAN CONSTRUCTION MATERIALS, LLC TO ESTABLISH STANDARDS AND TIMELINES FOR THE REALIGNMENT OF COLUMBIA ROCK ROAD AND OTHER CONDITIONS OF CONDITIONAL USE PERMIT 22-0183 AS APPROVED BY THE BOARD OF ZONING APPEALS ON JANUARY 19, 2023

RECOMMENDATION: Ratify approval.

INFORMATION: On January 19, 2023 the Board of Zoning Appeals (BZA) unanimously approved a Conditional Use Permit authorizing Vulcan Construction Materials (Vulcan) to expand an existing quarry facility into a low-density residential zone. The subject property is located immediately adjacent to the existing quarry and inside the City. The City Council approved a comprehensive Plan Amendment and Rezoning of the subject property in 2022. The existing facility is located in Maury County outside the corporate limits of Columbia. As a condition of approval, the BZA required Vulcan to make all improvements necessary to realign Columbia Rock Road and install a traffic signal at the intersection of Nashville Highway on or before February 28, 2024. The road improvements and other conditions of approval enhance public safety and mitigate the impact of the expanded quarry. The Memorandum of Understanding establishes binding detailed timelines and standards for the implementation of this and other conditions of approval.

**MEMORANDUM OF UNDERSTANDING
FOR THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE AT INTERSECTION
OF COLUMBIA ROCK ROAD AND NASHVILLE HIGHWAY**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into as of February 28, 2023 (the "Effective Date"), by and between Vulcan Construction Materials, LLC, a Delaware limited partnership ("Vulcan"), and the City of Columbia, Tennessee, acting by and through the Board of Zoning Appeals (the "City"), in connection with certain infrastructure improvements as described below.

WHEREAS, Vulcan operates a rock quarry located outside the corporate limits of the City at 642 Theta Pike, Columbia, Tennessee 38401 (the "Quarry"), as more particularly described on Exhibit A.

WHEREAS, Vulcan, through its affiliates, owns additional property located both adjacent to the Quarry and within the corporate limits of the City that Vulcan desires to utilize in its mining operations, as more particularly described on Exhibit B (the "Expansion Property"); and

WHEREAS, the Expansion Property does not abut a public right of way and can only be accessed via the existing Quarry; and

WHEREAS, the Expansion Property is bordered on two sides by the quarry pit on the adjacent property, making use of the Expansion Property for purposes other than use as a quarry impractical; and

WHEREAS, in order to conduct mining operations on the Expansion Property, Vulcan applied for a conditional use permit ("CUP") from the Columbia Board of Zoning Appeals (the "BZA") on June 21, 2022, pursuant to Section 8.3.1.C of the then-current City of Columbia Zoning Ordinance (the "Zoning Ordinance"); and

WHEREAS, City planning staff reviewed Vulcan's CUP Application and issued Staff Report No. 22-0183 (the "Staff Report") to the BZA recommending approval of the CUP Application subject to certain conditions, a copy of which is attached hereto as Exhibit C; and

WHEREAS, the Board of Zoning Appeals approved Vulcan's CUP Application at its regularly scheduled meeting on January 19, 2023, subject to the conditions set forth in the Staff Report; and

WHEREAS, as one of the conditions of approval, Vulcan is required to make all improvements necessary to realign Columbia Rock Road (the "Road Improvements"), and install a traffic signal at the intersection of Nashville Highway (the "Traffic Signal") on or before February 28, 2024, or such later date as approved by the City Engineer (collectively, the "Infrastructure Project"); and

WHEREAS, the City has previously acquired all right-of-way property necessary to complete the Road Improvements, as shown in more detail on Exhibit D; and

WHEREAS, the City has previously required that the adjoining property owner construct the subbase of the Road Improvements in compliance with City standards, and Vulcan is relying on the adequacy of the subbase construction in preparing its cost estimate for the construction of the Road Improvements; and

WHEREAS, completion of the Infrastructure Project will benefit the parties and the general community of the City and Maury County, Tennessee; and

WHEREAS, Vulcan and the City hereby enter into this MOU in order to memorialize their agreements and understandings with respect to the Infrastructure Project.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vulcan and the City agree as follows:

ARTICLE I VULCAN OBLIGATIONS

1.1 Preliminary Letter of Credit. Prior to design completion of the Infrastructure Project, Vulcan has obtained an initial estimate of the cost of the Infrastructure Project for One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Initial Cost Estimate"). On or before February 28, 2023, Vulcan shall post an irrevocable letter of credit in favor of the City in an amount consistent with the Initial Cost Estimate in order to guarantee the completion of the construction of the Infrastructure Project consistent with the terms of this MOU (the "Letter of Credit").

1.2 Infrastructure Project Design. The City and Vulcan agree that Vulcan is now authorized to proceed with the design of the Infrastructure Project by a licensed engineer. The plans and specifications for the Infrastructure Project (the "Plans") shall be subject to the approval of the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed so long as the Infrastructure Project shown thereon is designed so that the same will comply with the applicable standards of the Tennessee Department of Transportation ("TDOT") and the City. Following approval by the City Engineer in accordance with Section 2.1, Vulcan shall obtain approval of the Plans by TDOT. For purposes of this MOU, the version of the Plans approved by the City Engineer and TDOT are referred to as the "Approved Plans."

1.3 Letter of Credit Adjustment. Prior to commencing construction of the Infrastructure Project, Vulcan shall notify the City of the final estimated cost of construction (the "Final Cost Estimate") and provide the City Engineer with adequate documentation to support such Final Cost Estimate. Following approval of the Final Cost Estimate by the City Engineer, the amount of the Letter of Credit shall be either increased or decreased, as applicable, to conform with the Final Cost Estimate for the Infrastructure Project.

1.4 Compliance with Legal Requirements. Vulcan shall be responsible for complying with all Legal Requirements in connection with the design, acquisition, installation and construction of the Infrastructure Project. For the purposes of this MOU, "Legal Requirements" shall mean all applicable governmental laws, statutes, codes, acts, ordinances, rules, regulations,

orders, judgments, decrees and judicial decisions, including, but not limited to, the terms of all applicable governmental permits, licenses and approvals and all applicable environmental laws.

1.5 Completion of the Infrastructure Project. Vulcan shall complete the Infrastructure Project on or before February 28, 2024, provided that Vulcan has the right to request three (3) sixty-day extensions of such completion deadline from the City Engineer prior to the expiration of the current completion deadline. The City Engineer is authorized to grant the extensions provided that Vulcan is working expeditiously to complete the construction of the Infrastructure Project. Any additional extensions of the deadline to complete the construction of the Infrastructure Project must be approved by the BZA.

1.6 Landscape Buffer. Vulcan shall submit a landscape plan depicting a berm and landscape buffer along the eastern boundary of the site to the City Zoning Administrator no later than July 1, 2023 (the "Landscape Plan"). The City Zoning Administrator shall review and approve the Landscape Plan no later than fourteen (14) days following submittal by Vulcan.

ARTICLE II CITY OBLIGATIONS

2.1 Approval of the Infrastructure Project. The City shall approve the Plans for the Infrastructure Project no later than seven (7) business days following submittal by Vulcan to the City Engineer.

2.2 Inspection and Acceptance of the Infrastructure Project. The City shall have the right of being present while Vulcan or Vulcan's contractor is installing the Infrastructure Project for purposes of inspecting and testing the same, provided the City shall not materially interfere with or delay the construction and completion of the Infrastructure Project. Within fifteen (15) days of Vulcan providing notice to the City that the Infrastructure Project is complete, the City shall inspect the Infrastructure Project for compliance with the Approved Plans and notify Vulcan in writing of any material nonconformities that must be corrected prior to acceptance. Vulcan shall cause such nonconforming matters to be corrected in a timely manner. Within thirty (30) days of Vulcan notifying the City that such corrections have been made, the City shall accept the Infrastructure Project.

2.3 Operation and Maintenance. Upon completion and installation of the Traffic Signal by Vulcan, the City shall be immediately responsible for the operation and performance of all repairs, maintenance and replacements necessary to keep the Traffic Signal in good working order. Upon completion of the Road Improvements, Vulcan shall be responsible for maintaining the Road Improvements for one-year following the date of completion, from and after such date the City shall be responsible for the operation of the Infrastructure Project and performing all repairs, maintenance and replacements necessary to keep the Infrastructure Project in good working order.

2.4 Letter of Credit Reduction. Following acceptance of the Road Improvements by the City, the City shall cause the Letter of Credit to be reduced to an amount equal to ten percent (10%) of the cost of the Road Improvements for maintenance in accordance with City guidelines.

2.5 Utility Relocation. The City shall cooperate with and render reasonable assistance to Vulcan in connection with any relocation of utilities required to complete the Infrastructure Project, provided that Vulcan shall be responsible for all costs related to any utility relocation.

ARTICLE III
MISCELLANEOUS

3.1 Cooperation. Vulcan and the City agree that:

(a) Each of the parties shall cooperate with the other parties to provide such assistance as may reasonably be requested in connection with the fulfillment of each of their respective obligations under this MOU. Each of the parties shall keep the other parties informed of its actions taken in connection with this MOU.

(b) Each of the parties agrees that in exercising any rights of approval or consent it may have under this MOU, it shall act in good faith.

3.2 Governing Law. This MOU shall be governed and construed under and in accordance with the procedural and substantive laws of the State of Tennessee without giving effect to its principals of conflicts of laws. Venue and jurisdiction in respect of this MOU and all related matters shall be in the Chancery Court for Davidson County, Tennessee.

3.3 Assignment. This MOU shall not be assigned by any party hereto without the written consent of the other parties, whose consent shall not be unreasonably withheld.

3.4 Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be sent by hand delivery, nationally recognized overnight courier or U.S. Certified Mail (Return Receipt Requested), postage prepaid, to the addresses set forth below or at such other addresses as are specified by written notice delivered in accordance herewith:

Vulcan: Vulcan Construction Material, L.P.
1200 Urban Center Drive
Birmingham, AL 35242
Attention: Jimmy Fleming, Jr.

With a copy to: Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203
Attention: James L. Murphy III

City: The City of Columbia, Tennessee
700 N. Garden Street
Columbia, Tennessee 38401
Attn: Development Services

3.5 Entire Agreement. This MOU constitutes the final, complete and entire understanding of the City and Vulcan with respect to the Infrastructure Project and may not be amended except by a written instrument signed by the parties hereto.

3.6 Counterparts. This MOU may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this MOU. Facsimile transmission or scanned (pdf) copy via email of any executed original of this MOU shall be deemed to be the same as the delivery of an executed original. Additionally, the parties agree that such documents may be signed by electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form and such electronic record shall be valid and effective to bind the party so signing as if it were a paper copy bearing such party's hand-written signature.

3.7 Severability. This MOU is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this MOU or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this MOU and the application of such provision to other persons or circumstances shall not be affected thereby so long as the invalidity or unenforceability does not destroy the basis of the bargain between the parties hereunder. This MOU shall be enforced to the greatest extent permitted by law.

3.8 No Third-Party Beneficiary. This MOU is made solely and specifically between and for the benefit of the parties hereto and their respective successors and permitted assigns, and no other person whatsoever shall have any rights, interest, claims or benefits under or on account of this MOU as a third-party beneficiary or otherwise.

3.9 Schedules/Exhibits. The parties hereto acknowledge and agree that all schedules and exhibits referenced in this MOU are attached hereto and incorporated herein by reference.

3.10 Business Days. If any date specified in this MOU for the performance of an obligation, the giving of a notice or the expiration of a time period falls on a day other than a Business Day, then this MOU shall be automatically revised so that such date falls on the next occurring Business Day.

3.11 Remedies. In the event of a breach of this MOU, the non-breaching party shall be entitled to all remedies available at law or in equity; it being specifically agreed by the parties hereto that they shall have the right to obtain specific performance of this MOU and to enjoin any violation or threatened violation of the terms hereof; provided in no event shall this MOU be terminated as a result of any breach unless such breach is not cured within thirty (30) days after the non-breaching party notifies the breaching party thereof, in writing.

3.12 Captions Not Controlling. All captions, headings, paragraph and subparagraph numbers and letters are solely for the purpose of facilitating reference to this MOU and shall not supplement, limit or otherwise vary in any respect from the text of this MOU.

3.13 Relationship. The relationship of Vulcan and City is solely that of independent third parties engaged in an arm's length transaction. Nothing contained herein shall be deemed or construed as creating a partnership, joint venture, agency relationship or other similar relationship between Vulcan and the City.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed all as of the date above first written.

VULCAN:

Vulcan Construction Materials, LLC,
a Delaware ~~limited liability~~ company

By: [Signature]
Name: Brent Goudsell
Title: President - Central Division

CITY:

City of Columbia, Tennessee

By: [Signature]
Name: CHRISTOPHER MORRIS
Title: Mayor

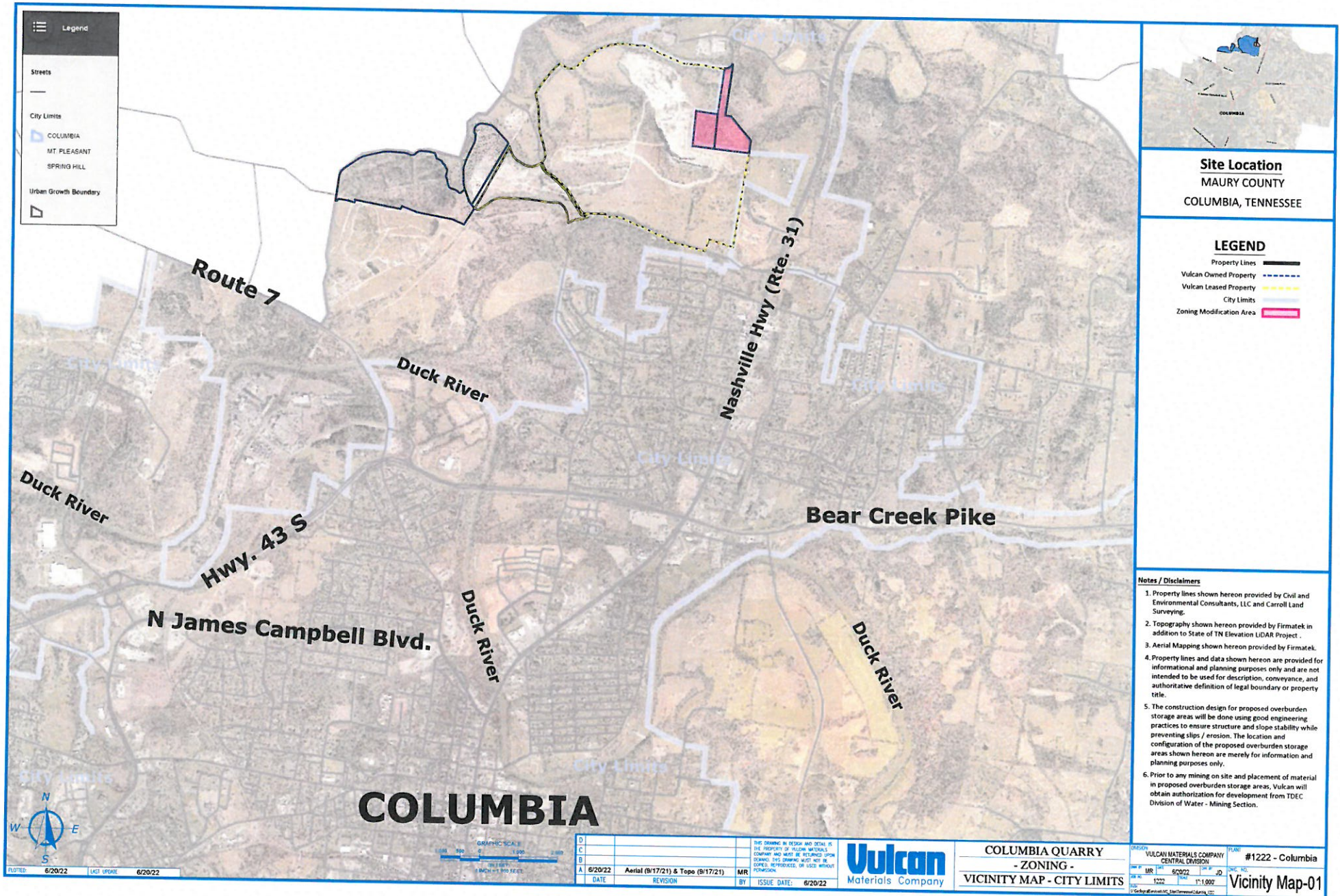
Attested by: [Signature]
3-1-22

Approved as to Legal Form:

By: C. Tim Fisher
C. Tim Fisher, City Attorney

SIGNATURE PAGE TO MOU

EXHIBIT A
QUARRY PROPERTY



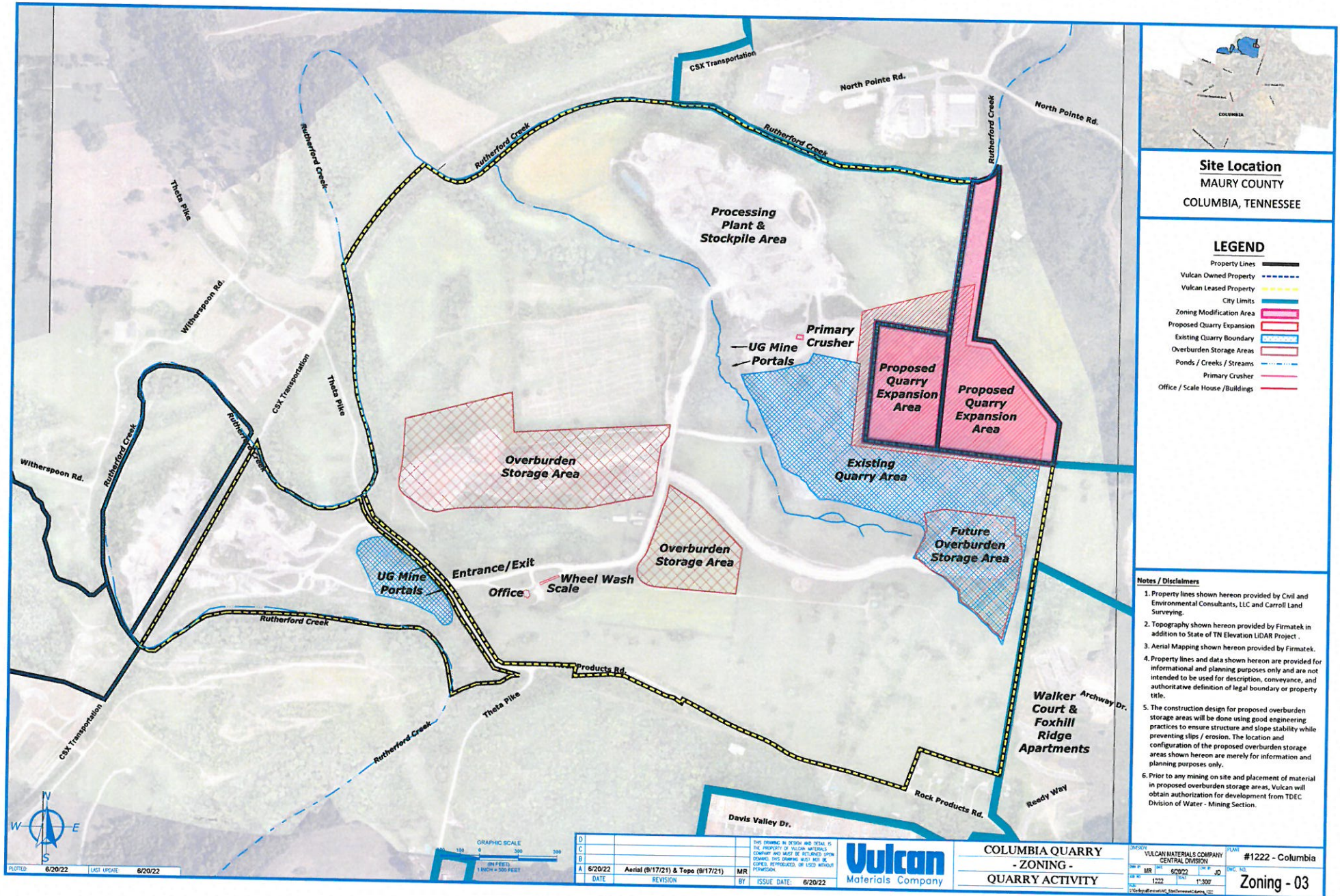


EXHIBIT B
EXPANSION PROPERTY

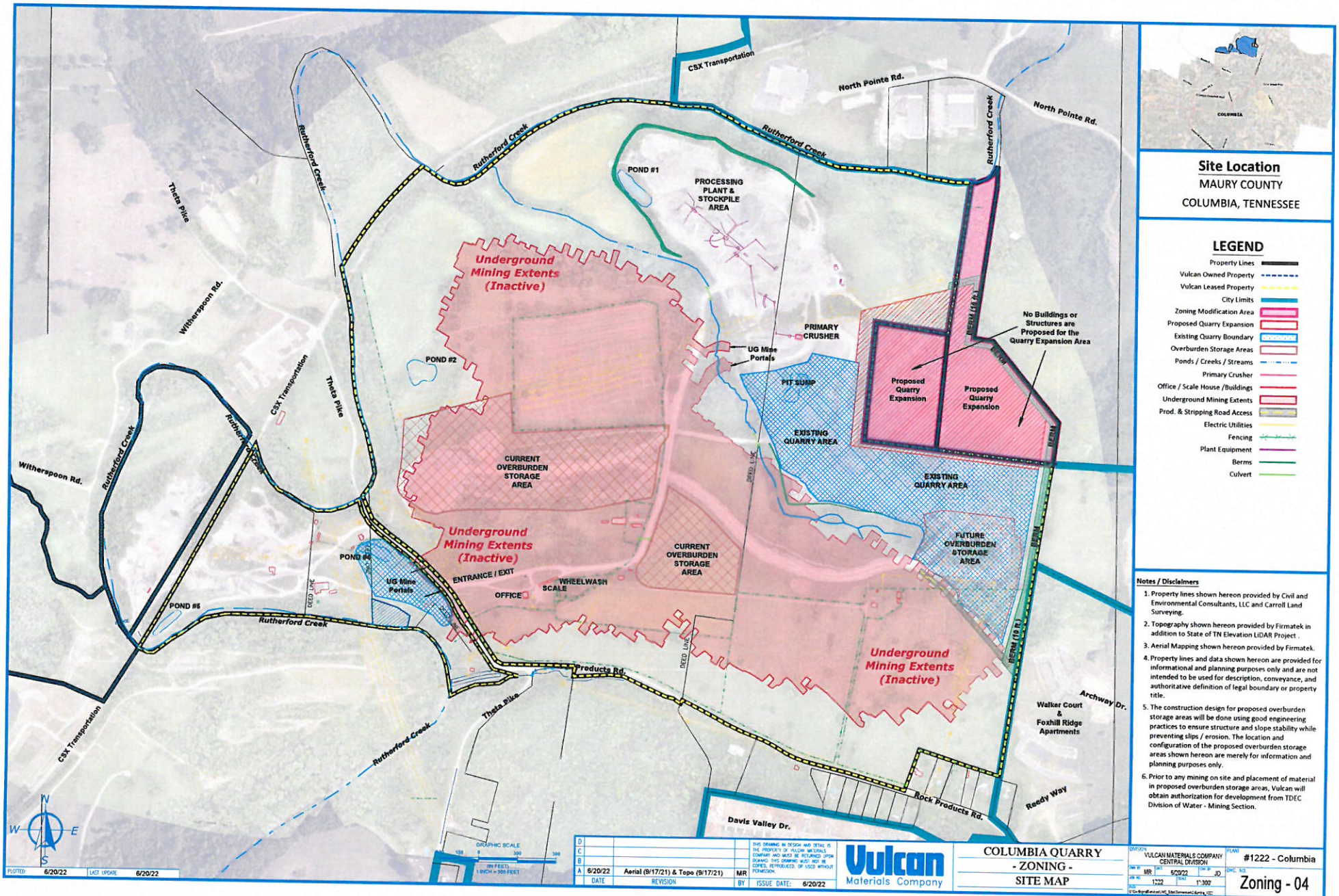


EXHIBIT C

BZA STAFF REPORT NO. 22-0183

CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
STAFF REPORT

CONTACT INFORMATION

Kevin C. McCarthy, AICP, Planning Associate II, kmccarthy@columbiatn.com 931-560-1531

**DOCKET/CASE/APPLICATION
NUMBER**

22-0183

APPLICANT/ PROPERTY OWNER

**Jim Fleming Jr./ Vulcan Lands Inc.
& CalMat Co.**

PUBLIC HEARING DATE

July 14, 2022

PROPERTY ADDRESS/LOCATION

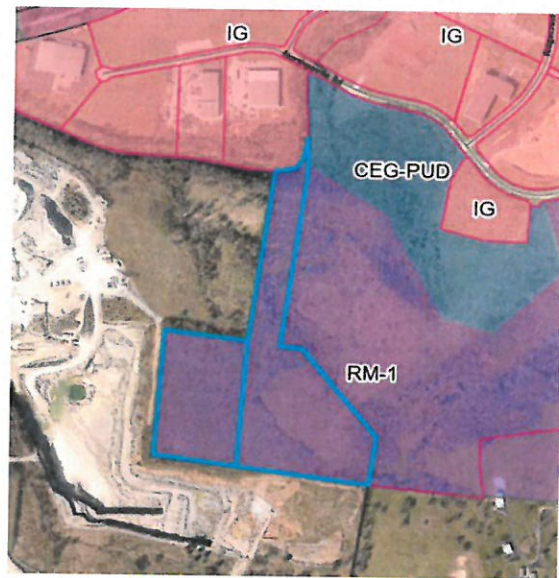
Tax Map 66 Parcels 20.25 & 20.26

**REQUEST: Conditional Use (Extractive Use in
an RS-40 Zone)**

The applicant requests the Board's approval of a Conditional Use permit to allow expansion of an existing mining facility into a low-density residential zone. The subject property is located immediately adjacent to the existing mine and inside the City. The City Council approved a comprehensive Plan Amendment and Rezoning of the subject property earlier in 2022. The existing facility is located in Maury County outside the corporate limits of Columbia.

The subject property is zoned RS-40. Extractive uses are not permitted by right in any zone district; they are only permitted in an RS-40 zone as a Conditional Use. Extractive uses are prohibited in every other zone district.

Section 8.3.1.C. of the Zoning Ordinance prescribes specific standards and technical requirements for extractive uses. In addition to these standards, the Board may impose restrictions and conditions which ensure compatibility with surrounding properties and minimize any injurious effect of the land use.



EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
RS-40 (Single Family Low Density Residential)	Vacant	General Industrial/ RM-1 (Vacant)/CEG-PUD (Vacant)/County	Expansion of Quarry	31 ± acres



CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
STAFF REPORT

DEVELOPMENT STATUS & HISTORY:

Previous Requests/Approval:

Comprehensive Plan Amendment and Rezoning

February 2022 – Planning Commission
Recommended Approval

April 2021 – City Council Approved

Conditions of Previous Approval:

N/A

REVIEW & ASSESSMENT:

Subject Site:

The subject site is comprised of two undeveloped parcels acquired by the current owner in 2020 and 2021. The parcels are immediately adjacent to an existing quarry operated by Vulcan Materials. Surrounding properties consist of an existing quarry under the control of the applicant, commercial uses, and vacant land. The site is currently zoned low-density residential (RS-40) with a future land use classification of Rural Countryside. Prior to April of 2022, the property was zoned High-Density Residential with a future land use classification of Employment District.

The subject site is immediately adjacent to incompatible land uses. The property immediately to the east of the subject is zoned High Density Residential (RM-1). Although the site is currently vacant, there is a high likelihood that it will be developed as a residential use during the life of the proposed mining operation. The immediate adjacency of a high-density residential land use and an extractive land use creates the greatest risk of incompatibility. This is discussed in greater detail below. Other adjoining properties have established industrial and extractive uses which are likely to continue.

Rutherford Creek flows along the northern boundary of the subject parcel. Consequently, a small portion of the property is within an AE flood zone with a 1% chance of annual flooding. The Ordinance requires additional review procedures when a requested conditional use is located in a floodplain. These requirements are discussed under Other Considerations below.

The subject parcel does not abut a public right of way and the creek limits potential access to the site from the north. The site can only be accessed via the existing quarry. Theta Pike and Columbia Rock Road provide vehicle access to the existing quarry. Trucks exiting the site primarily utilize Columbia Rock Road to access Nashville Highway (US 31) and the regional roadway network. Residential construction is currently underway on either side of Columbia Rock Road near the intersection with Nashville Highway. Expansion of the quarry will extend the life of the mining operation and the related impacts to local roadways.



CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
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Zoning Ordinance:

Staff reviewed the request for a Conditional Use permit for conformity with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below; the most applicable standards are **bolded** and underlined. Staff comments follow in the next section.

3.15.8 ACTION BY BOARD OF ZONING APPEALS

- A. The Board of Zoning Appeals shall conduct a public hearing.
- B. After conducting the public hearing, and considering the recommendations of the Zoning Administrator and the requirements listed below (Conditional Use Permit- Sec. 3.15.9, Variance- 3.15.10), the Board of Zoning Appeals shall:
 - 1. Approve the request;
 - 2. Approve the request with conditions.
 - 3. Deny the request; or
 - 4. Continue the hearing.

3.15.9 REQUIREMENTS CONDITIONAL USE PERMIT

- A. General Requirements
 - 1. The proposed use is listed as a permitted Conditional Use within the district applied to the property in question.
 - 2. **Conforms to any additional standards listed in Sec. 8.3**, Conditional Use Standards, for the proposed use;
 - 3. **Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected;**
 - 4. **Will not adversely affect other property in the area in which it is located;**
 - 5. Is within the provision of "Conditional Uses" as set forth in this ordinance;
 - 6. Conforms to all applicable provisions of this ordinance for the district in which it is to be located.
- B. Additional Requirements

The Board may impose such **other conditions and restrictions upon the premises benefited by a conditional use permit** as may be **necessary to reduce or minimize the injurious effect** of such conditional use **upon [surrounding properties] and ensure**



CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
STAFF REPORT

compatibility with surrounding properties. The Board may establish dates for the expiration of any conditional use permit as a condition of approval.

8.3.1.C EXTRACTIVE USES

Extractive uses may be permitted in accordance with the use table in Sec. 8.1, subject to the following:

1. The application for the use shall include a plan for restoration procedures once the operation ceases.
2. When the use is located within a Residential district, the requirements of Sec. 6.3.6, Neighborhood Commercial shall not apply.
3. The location of such an activity shall be in an area sparsely developed during the length of time the mining or quarrying activity is anticipated;
4. Any permit issued hereunder shall be based on a site plan or other documents submitted with an application which shall provide for the following:
 - a. Existing contours of the site and up to 100 feet beyond the site boundary. Contour intervals shall be at two-foot intervals.
 - b. Location of the area in which the proposed quarrying activity is to be conducted.
 - c. Location of all proposed buildings, crusher and screening equipment, roadways, and other facilities proposed on the site.
 - d. Proposed method of drainage of the quarry area.
 - e. Proposed fencing of the quarry area. Fencing shall be provided around all open excavations.
 - f. Methods proposed for blasting. Open blasting commonly referred to as “pop shots” shall be prohibited.
 - g. Methods proposed to control noise, vibration and other particulate matter in order to meet the performance standards as set out in this ordinance.
 - h. Finished contours of the site after the quarrying operation has been terminated. The site shall be graded and / or filled so as to be in substantial conformity with the topography of the surrounding lands. All fill material shall be nontoxic, nonflammable, and noncombustible solids. All areas that are back – filled shall be left so that adequate drainage is provided.
5. Approval for mining and quarrying activity may also include accessory concrete batching plants, asphaltic cement mixing plants and/ or rock crushing activities on the same zone lot or adjoining zone lots which may have directly opposing frontages on the same public street. If such accessory activities are included on the quarry site, the total site must meet all the special condition requirements for mining and quarrying activities; however, in conditions of multiple zone lots, the outer perimeter of the site shall be considered the lot line;
6. Before issuing a permit the Board of Appeals shall require the owner of the quarry facility to execute a bond not less than \$1,000 per acre or more than \$2,000 per acre



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- of active quarry throughout a five-year period to restore the lands in the manner prescribed herein, including the removal of all structures and machinery;
7. Any permit issued hereunder shall not be for a period exceeding five years. After the expiration date of such special permit, the Board may review and grant an extension of time in the manner and procedure as prescribed for an original application.

Staff Comment:

Section 3.15.9 of the Zoning Ordinance tasks the Board with confirming that the limited use standards are met; ensuring that the proposed use is designed, located and operated in a manner that protects the public health, safety and welfare; and, to impose any other conditions necessary to ensure compatibility with surrounding properties and minimize any injurious effect to neighbors. Staff analysis and recommendation is provided below to assist the Board in its review of the proposed expansion of the existing mining operation.

General Requirements (3.15.8.A)

The Use Table at Section 8.1.1 of the Zoning Ordinance lists "All Extractive Uses" as a Conditional Use in a low density residential (RS-40) zone. Section 8.2.2.B defines an Extractive Use as those which "extract minerals and other solids or liquids from the earth." The Ordinance provides the specific example of "sand, stone, or gravel quarrying" as a principal use within this category.

Section 8.2.2.B also makes clear that "stockpiling of sand, gravel, and or aggregates" is not a principal or accessory use within the Extractive Use classification. The Ordinance classifies storage of these materials as a Warehouse and Freight Movement use, which is prohibited in an RS-40 zone. The site plan provided by the applicant depicts these uses on other parts of the larger site, outside of the city. Staff recommends that the Board make clear that these activities may not occur on the subject site.

Section 8.3.1.C of the Ordinance imposes limited use standards on Extractive Uses. Those standards are discussed below.

Attributes of the use which may harm the public health, safety, and welfare are discussed below.

Expansion of the use is may adversely affect other properties in the area. The use is well established on the existing quarry site. However, the subject site is immediately adjacent to a parcel zoned for high-density residential development. It is likely that homes will be built on the site before the expanded quarry is exhausted. This will result in immediately adjacent incompatible land uses. Staff recommends that the Board craft conditions of



CITY OF COLUMBIA TENNESSEE
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approval to ensure the expanded mining operation is designed and operated to mitigate harm to the adjacent RM-1 zoned property.

Additional Requirements (8.3.1.C)

Restoration of the Site

The Zoning Ordinance requires that every mining operation established in the city provide a plan for restoration of the site (8.3.1.C.1). The applicant's plan is illustrated at Exhibit I of the submittal and further described in the letter from the applicant's representative. Specifically, the applicant proposes to reduce the slope of the site using fill materials. The remaining "pit" will become a water feature and the site will be planted with native foliage. The Ordinance does not prescribe technical requirements for restoration of the site. The applicant's proposal appears to be in keeping with industry standard and the common practice for retiring exhausted quarries across Tennessee.

Buildings and Improvements

The applicant does not propose to erect any permanent structures on the subject site; therefore, bulk standards are not applicable.

Sparsely Developed Area

The Ordinance requires that extractive uses be located in sparsely developed areas for the duration of the quarrying activity (8.3.1.C.3). This provision is clearly intended to ensure that extractive uses are not established where they will conflict with incompatible surrounding land uses. The applicant anticipates the mining operation will continue for at least 25 years. The existing quarry borders the site to the west and south. The property to the north is likely to continue to be utilized for warehouse and industrial uses. It is also separated from the subject by Rutherford Creek. The property immediately to the east is zoned High-Density Residential (RM-1).

The area is not likely to remain sparsely developed for the duration of the quarrying activity. The applicant describes the property as "undeveloped and agricultural in nature." However, the RM-1 district "is designed to provide suitable areas for high density development" (Zoning Ordinance 5.5.5). The property is one of few large tracts remaining in the city already zoned for high-density residential development with access to urban services. It is likely that homes will be built on the site long before the quarry is exhausted. Consequently, the quarry will be located immediately adjacent to the least compatible land use, high-density household living. This could be a basis for denial. Alternatively, the Board may craft conditions of approval to alleviate the incompatibility. Specifically, staff recommends that the Board require the applicant to provide a high-opacity landscape buffer.

Article 11 of the current Zoning Ordinance provides a standard for landscape buffers with widths and opacities which vary based on the degree of incompatibility between adjacent land uses. In general, buffers are installed over time as the City approves vertical



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improvements on each site. The Ordinance permits multiple buffering alternatives. Developers may elect different approaches to accomplish the required opacity level. Staff recommends that the Board prescribe the 0.80 opacity Alternative 3 at 11.2.7.B of the Ordinance. This will require the applicant to construct a solid 6-foot wall, or similar barrier, along the eastern boundary of the property with a 15-foot side heavily planted buffer on the eastern side of the wall.

Detailed Site Plan

The Ordinance requires that a detailed site plan accompany every request to establish or expand a quarry operation (8.3.1.C.4). The applicant has provided a site plan comprised of Exhibits A through I of the submittal. The plan depicts the existing contours of the site and its vicinity at 2-foot intervals (8.3.1.C.4a and b), the method of drainage (8.3.1.C.4d), and the plan for restoring the site (8.3.1.C.1 and 8.3.1.C.4d).

The Ordinance requires that all open excavations be fenced (8.3.1.C.4e). The applicant indicates that barbed wire fencing will be used. The Zoning Ordinance prohibits barbed wire fencing in all residential districts (12.4.2.B). Staff recommends the use of a solid 6-foot wall and other permissible fence types.

Blasting

The letter submitted with the application described the methods proposed for blasting (8.3.1.C.4f). The Ordinance prohibits open blasting ("pop shot") methods. The applicant's standards and procedures for blasting are detailed in Exhibit J. All blasting is conducted according to state and federal regulations. The seismographic impacts on residences are monitored by a third party. This may be a matter for discussion between the Board and the applicant to craft appropriate conditions of approval. Staff recommends that the Board require the applicant to share the seismographic data it collects with City of Columbia Department of Development Services.

Noise, Dust, Pollution

The Ordinance requires quarry operations to provide detailed plans for the control of noise, vibration, and pollution (8.3.1.C.4). The applicant's letter describes Vulcan's processes for avoiding and mitigating pollution. The subject site will be included under the applicant's existing permits with the Tennessee Department of Environmental Conservation (TDEC). The operation is regularly monitored and inspected by TDEC. Staff recommends that the Board require the applicant to provide results of this monitoring and to inform the City Engineer of any incident of non-compliance with state or federal regulations.

Surety

The Ordinance requires the applicant to provide a surety in an amount between \$1,000 and \$2,000 per acre to guarantee that the land will be restored after the mining operation ceases (8.3.1.C.6). The applicant has agreed to this requirement. Restoration of the land may cost much more than \$2,000 per acre in the event that the applicant becomes insolvent or



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prematurely abandons the site. Therefore, staff recommends the Board require the maximum bond amount of \$62,000. The Ordinance requires that the Board impose this requirement before issuing a Conditional Use permit. Accordingly, staff recommends establishing the effective date of approval as March 1, 2023 and directing staff to coordinate with the applicant to receive the financial surety.

Expiration

The Ordinance establishes a maximum duration of 5 years for any Conditional Use permit associated with an extractive use. The applicant must request an extension of the Conditional Use approval from the Board before the expiration date. Staff recommends that the approval expire on February 28, 2028. At the discretion of the Board, the authorization may automatically renew provided the operation remain in compliance. The Board may establish a shorter duration if it finds that circumstances are likely to change prior to that date.

Other Considerations

Rutherford Creek

A small portion of the property is within an AE flood zone with a 1% chance of annual flooding. The applicant intends to leave this portion of the property undisturbed and is not requesting a variance from the floodplain protections under Article 9 of the Ordinance. However, the Zoning Ordinance also includes special requirements for all requests for approval of a conditional use within a floodplain. The Zoning Administrator or his designee must forward a copy of the application and all supporting documents to the City Engineer for comment related to flood protection, erosion, drainage, and other technical matters. Moreover, the Ordinance requires that the Board consider the technical evaluation of the City Engineer and the criteria listed at 3.15.8.C.3. These criteria are all redundant with the protections of the City's floodplain protection ordinance (Article 9 of the Zoning Ordinance). Staff will apply these standards through a process of administrative review should the applicant ever proposes to erect structures in the floodplain. The City engineer has reviewed the application and advised Planning staff on the recommended conditions of approval. However, if the Board finds that the proposed Conditional Use increases the risk of flooding or otherwise poses a special risk to Rutherford Creek, it may impose additional conditions of approval to mitigate those impacts.

Roadway Impacts

The proposed expansion of the quarry will have a significant impact on Columbia's roadways. Extending the life of the quarry, and related truck traffic, will reduce the level of service at the intersection of Columbia Rock Road and Nashville Highway. Currently, trucks exiting the quarry primarily utilize Columbia Rock Road to access Nashville Highway (US 31) and the regional roadway network. A significant portion of this traffic turns left in order to travel north on Nashville Highway. Left turns at the intersection are uncontrolled.



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The current condition is unsafe. The intersection is the site of frequent traffic accidents, some fatal. Trucks leaving the quarry and entering Nashville Highway have been involved in traffic incidents at the intersection. Residential construction is currently underway on either side of Columbia Rock Road near the intersection with Nashville Highway. Expansion of the quarry will extend the life of the mining operation and the related impacts to the intersection.

Historically, the quarry has operated outside the corporate limits of the city and has not been subject to its development standards. If the original quarry had been established within the jurisdiction of Columbia, the city would have required off-site improvements to protect public safety and maintain an acceptable level of service at the intersection.

The city plans to realign the intersection and install a traffic light at the intersection of Columbia Rock Road/Baker Road and Nashville Highway. Other land users, in order to mitigate the impacts of their developments, have already installed the roadbed required to realign Columbia Rock Road. Staff strongly recommends that the Board require the applicant to complete the realignment of Columbia Rock Road and install the signal necessary to control northbound left turns from Columbia Rock onto Nashville Highway, as well as any ancillary improvements deemed necessary by the City Engineer. Extending the life of the quarry without these improvements will inevitably result in avoidable traffic incidents.

RECOMMENDATION:

Approval of Conditional Use Request Subject to Conditions.

Recommended Motion:

Move to find that the proposed Conditional Use conforms to the requirements listed at Section 3.15.9 of the City of Columbia Zoning Ordinance and approve Conditional Use 22-0183 subject to the following conditions:

1. That no Warehouse and Freight Management uses, including stockpiling of sand, gravel, and aggregate, be performed on the subject site;
2. That the applicant installs a landscaped berm or other physical barrier along the eastern boundary of the site that, as determined by the Zoning Administrator, equals or exceeds the all-seasons buffering accomplished by the 0.80 opacity Alternative 3 described at Section 11.2.7.B of the Zoning Ordinance (3638);
3. That no barbed wire fencing be used on the subject site;
4. That, upon request of the City Engineer, the applicant provides updates on the status of permits issued by the Tennessee Department of Environmental Conservation;
5. That, for the duration of the Conditional Use permit, the applicant reports any incident of non-compliance with state and federal regulations pertaining to the quarry's operation to the City Engineer;
6. That, upon request of the City Engineer, the applicant provide the results of all water quality monitoring;
7. That, for the duration of the Conditional Use Permit, the applicant provides the Zoning Administrator with the results of any seismographic data collected in connection with blasting activities at the site; data shall include decimal degree coordinates to the 6th decimal place in a format acceptable to the Zoning Administrator;
8. That the applicant provides an automatically-renewing financial surety in the amount of \$62,000 no later than February 28, 2023 that is deemed satisfactory by the City Attorney and the City Engineer in form, sufficiency, and manner of execution;
9. That the applicant ensures the financial surety does not expire prior to February 28, 2028;
10. That the applicant executes an agreement to make all improvements necessary to realign Columbia Rock Road and install a signal at the intersection of Nashville Highway before February 28, 2024; the applicant shall coordinate with the City Engineer, Zoning Administrator, and City Attorney to establish the exact scope of work and financial commitment; the applicant shall provide financial surety in a form acceptable to the City Engineer and City Attorney to ensure these improvements are completed; the City Engineer is authorized to grant sixty-day extensions of this deadline provided the applicant is working expeditiously; cumulative extensions shall not exceed 180 days without Board approval;
11. That the Conditional Use approval shall become effective on March 1, 2023, provided the Zoning Administrator or his designee determine that all other conditions of approval have been met; execution of a binding Memorandum of Understanding to perform required tasks shall be sufficient to establish the proposed use; and
12. That the Conditional Use approval shall expire on February 28, 2028;



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13. That the Conditional Use approval shall automatically renew for a period of five years, for up to four renewals, provided the Zoning Administrator finds that operation remains in compliance with these conditions; and
14. That the Conditional Use approval shall expire on February 28, 2048, at which time the mining operation must cease, absent approval of an extension by the City of Columbia Board of Zoning Appeals.

Alternative Motions:

Alternative Motion [Approve Subject to Conditions]:

Move to find that the proposed Conditional Use conforms to the requirements listed at Section 3.15.9 of the City of Columbia Zoning Ordinance and approve Conditional Use 22-0183 subject to the following conditions: *[list conditions of approval]*.

Alternative Motion [Approve]:

Move to find that the proposed Conditional Use conforms to the requirements listed at Section 3.15.9 of the City of Columbia Zoning Ordinance and approve Conditional Use 22-0183.

Alternative Motion [Deny]:

Move to deny the proposed Conditional Use having found *[list reasons for denial]*.

Alternative Motion [Defer]:

Move to find that there is insufficient information to make a decision, continue the hearing, and request that the [applicant/staff] provide: *[list additional information]* for review at a future meeting.

EXHIBIT D

INFRASTRUCTURE PROJECT RIGHT-OF-WAYS

RESOLUTION NO. 18-37

**A RESOLUTION TO ACCEPT AND EXECUTE A ROAD DEDICATION
DEED FOR COLUMBIA ROCK PRODUCTS ROAD FUTURE
REALIGNMENT TO THE CITY OF COLUMBIA, TENNESSEE**

WHEREAS, the City of Columbia, requested property for the future realignment of Columbia Rock Products Road, Columbia, Tennessee to accommodate requested development ; and

WHEREAS, the International Church of the Foursquare Gospel is executing a quitclaim deed of .53 acres of the land located at the corner of Nashville Highway and Columbia Rock Products Road in the City of Columbia, Tennessee.

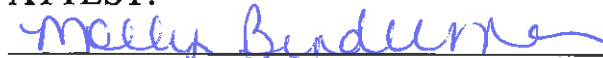
NOW, THEREFORE BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the road dedication deed for the future realignment of Columbia Rock Products Road.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 10th day of May 2018.



DEAN DICKEY – MAYOR

ATTEST:



MOLLY BENDERMAN –CITY RECORDER

LEGAL FORM APPROVED:



TIM TISHER, CITY ATTORNEY

CORPORATE RESOLUTION

RESOLVED: By the Board of Directors of International Church of the Foursquare Gospel, a religious corporation, the vote of the church council of the **BRENTWOOD, TENNESSEE #30229 Foursquare Church** having been received and the recommendation of the Southeast District Supervisor having been secured in accordance with corporation Bylaws, that approval be granted to execute to the City of Columbia, Tennessee a Road Dedication Deed which will quitclaim 0.53 acres of land located at the corner of Nashville Highway and Columbia Rock Products Road to the City of Columbia, Tennessee in the County of Maury, State of Tennessee, described as follows:

SITUATE in the Ninth (9th) Civil District of Maury County, Tennessee and being more particularly described as follows:

Commencing at an iron pin with #596 cap located at the southeast corner of International Church of the Foursquare Gospel property as recorded in Deed Book R2424, page 89, said point lying on the north margin of Columbia Rock Road, (North: 482,081.8, East 1,668,250.0), said point also lying on the west margin of Nashville Highway; Thence with the west margin of Nashville Highway, North 20°55'44" East a distance of 106.18' to the TRUE POINT OF BEGINNING;

Thence severing the property of International Church of the Foursquare Gospel property as recorded in Deed Book R2424, page 89, and with a curve turning to the left with an arc length of 189.33', with a radius of 325.00', with a chord bearing of North 88°55'52" West, with a chord length of 186.66' to an iron pin set; Thence with the same, South 74°22'47" West a distance of 191.25' to an iron pin set on the north margin of Columbia Rock Road; Thence with the north margin of Columbia Rock Road, North 80°51'59" West a distance of 177.22' to an iron pin set; Thence severing the property of International Church of the Foursquare Gospel property as recorded in Deed Book R2424, page 89, and with a curve turning to the left with an arc length of 126.23', with a radius of 325.00', with a chord bearing of North 85°30'23" East, with a chord length of 125.44' to an iron pin set; Thence with the same, North 74°22'47" East a distance of 229.12' to an iron pin set; Thence with the same and with a curve turning to the right with an arc length of 221.23', with a radius of 375.00', with a chord bearing of South 88°43'10" East, with a chord length of 218.04' to an iron pin set; Thence with the same, South 20°55'51" West a distance of 50.07'; which is the Point of Beginning, having an area of 22,880 square feet, 0.53 acres.

BEING a portion of the same property conveyed to International Church of the Foursquare Gospel by instrument of record in Book R2424, Page 89 in the Register's Office for Maury County, Tennessee.

FURTHER RESOLVED: That any two of the following individuals acting together, are hereby authorized to sign on behalf of and in the name of aforesaid Corporation and under its corporate seal all instruments necessary to provide for purchase, sale, loan, easement, lease or other real property transactions: Ron Thigpenn, Lynda J. Gupton, Adam Davidson, Tim J. Baskin, Ralph Devin, Jonathan Phillips.

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

FURTHER RESOLVED: This resolution supersedes the resolution of February 22, 2018.

END OF RESOLUTION

I, Tim J. Baskin Assistant Secretary of INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a religious corporation of California, do certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of aforesaid corporation at a meeting held on the 15th day of March, 2018; that the resolution was unanimously adopted; that the resolution has not been rescinded, but is in full force and effect.

Dated at Los Angeles, California this 15th day of March, 2018.

X

Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

REGISTER'S USE ONLY:

OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is \$0.00.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE
UNDERSIGNED THIS ____ DAY OF _____, 2017.

SEAL

NOTARY PUBLIC
COMMISSION EXPIRES: _____

THIS INSTRUMENT

PREPARED BY:

Foundation Title & Escrow
277 Mallory Station Rd., Suite 102
Franklin, TN 37067

SEND TAX BILLS TO:

NEW OWNER:

ROAD DEDICATION DEED

This indenture is made and entered into this 15 day of March, ²⁰¹⁸~~2017~~ between INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a California Nonprofit Religious Corporation (hereinafter referred to as "GRANTOR") and THE CITY OF COLUMBIA, TENNESSEE (hereinafter referred to as "GRANTEE").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, cash in hand paid, Grantor does by these presents, sell, release, remise and quitclaim unto Grantee, all of Grantor's right, title and interests, marital or otherwise, in and to the following described tract or parcel of real property:

SITUATE in the Ninth (9th) Civil District of Maury County, Tennessee and being more particularly described as follows:

Commencing at an iron pin with #596 cap located at the south east corner of International Church of Foursquare Gospel property as recorded in Deed Book R2424, page 89, said point lying on the north margin of Columbia Rock Road,

(North: 482,081.8, East 1,668,250.0), said point also lying on the west margin of Nashville Highway; Thence with the west margin of Nashville Highway, North 20°55'44" East a distance of 106.18' to the TRUE POINT OF BEGINNING;

Thence severing the property of International Church of Foursquare Gospel property as recorded in Deed Book R2424, page 89, and with a curve turning to the left with an arc length of 189.33', with a radius of 325.00', with a chord bearing of North 88°55'52" West, with a chord length of 186.66' to an iron pin set; Thence with the same, South 74°22'47" West a distance of 191.25' to an iron pin set on the north margin of Columbia Rock Road; Thence with the north margin of Columbia Rock Road, North 80°51'59" West a distance of 177.22' to an iron pin set; Thence severing the property of International Church of Foursquare Gospel property as recorded in Deed Book R2424, page 89, and with a curve turning to the left with an arc length of 126.23', with a radius of 325.00', with a chord bearing of North 85°30'23" East, with a chord length of 125.44' to an iron pin set; Thence with the same, North 74°22'47" East a distance of 229.12' to an iron pin set; Thence with the same and with a curve turning to the right with an arc length of 221.23', with a radius of 375.00', with a chord bearing of South 88°43'10" East, with a chord length of 218.04' to an iron pin set; Thence with the same, South 20°55'51" West a distance of 50.07'; which is the Point of Beginning, having an area of 22,880 square feet, 0.53 acres.

BEING a portion of the same property conveyed to International Church of (the) Foursquare Gospel by instrument of record in Book R2424, Page 89 in the Register's Office for Maury County, Tennessee.

Note: The above property description is based on information gathered during the course of an actual field survey conducted by WES, Engineers and Surveyors, under the direction of Allen B. O'Leary, Tennessee Registered Land Surveyor Number 1987. All iron pins set are ½" Rebar, with a plastic cap stamped "WES 1987". All deeds referenced above (Deed Book, Page) are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 27TH day of November 2017.

TAX PARCEL # 075-075-08.02 portion of

PROPERTY ADDRESS: Columbia Rock Products Road, Columbia, TN 38401

In the event of a discrepancy between the property address and the legal description, the legal description shall control.

The above-described property is a portion of the same property contained in the prior deed and the legal description has been derived from the above-referenced survey.

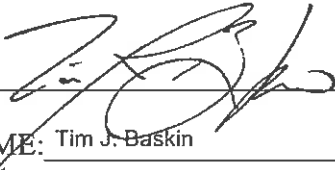
Grantor further grants unto Grantee two (2) fifty (50) foot wide temporary construction easements along the northern and southern boundaries of the above-described property for the purpose of installation and/or relocation of Columbia Rock Products Road.

Grantee joins in the execution of this instrument for the purpose of acknowledging its agreement to abandon and/or release and/or convey to Grantor the property upon which Columbia Rock Products Road is currently located at such time as Columbia Rock Products Road has been relocated onto the property herein described.

Grantee, on behalf of itself, its agents, employees, officers, successors and assigns, agrees to indemnify and hold harmless Grantor and its agents, employees, officers, successors and assigns, for all claims, suits, demands, actions, proceedings and for judgments, damages, losses, debts, liabilities, penalties, fines, costs, and expenses arising out of the design, construction or use of the easement herein described by Grantee, the public, or Grantee's agents, employees, officers, successors or assigns except for liability, damages, losses, or costs caused by the negligence, recklessness, or intentional misconduct of the Grantor.

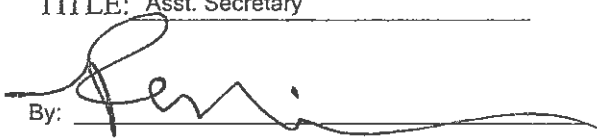
In Witness Whereof, Grantor has set its hand(s) the date first above-written.

GRANTOR:
INTERNATIONAL CHURCH OF THE
FOURSQUARE GOSPEL

BY: 

NAME: Tim J. Baskin

TITLE: Asst. Secretary

By: 

Name: Ralph Devin

Title: Controller

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared _____, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the _____ of INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation by him or herself as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this ____ day of _____, 20____.

SEAL

Please see attachment

NOTARY PUBLIC
COMMISSION EXPIRES: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

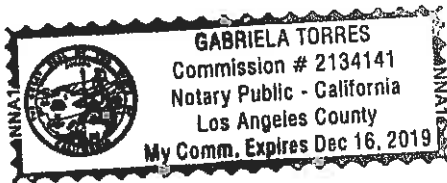
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On March 15, 2018 before me, Gabriela Torres, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Tim J. Baskin and Ralph Devin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Road Dedication Deed Document Date: 03-15-2018
Number of Pages: 3 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Tim J. Baskin
☒ Corporate Officer — Title(s): Asst. Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:
International Church of the Foursquare Gospel

Signer's Name: Ralph Devin
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: Controller

Signer Is Representing:
International Church of the Foursquare Gospel

GRANTEE:
THE CITY OF COLUMBIA, TENNESSEE

BY: Dean Dickey

NAME: DEAN DICKY

TITLE: MAYOR

STATE OF TENNESSEE)
)
COUNTY OF MAURY)

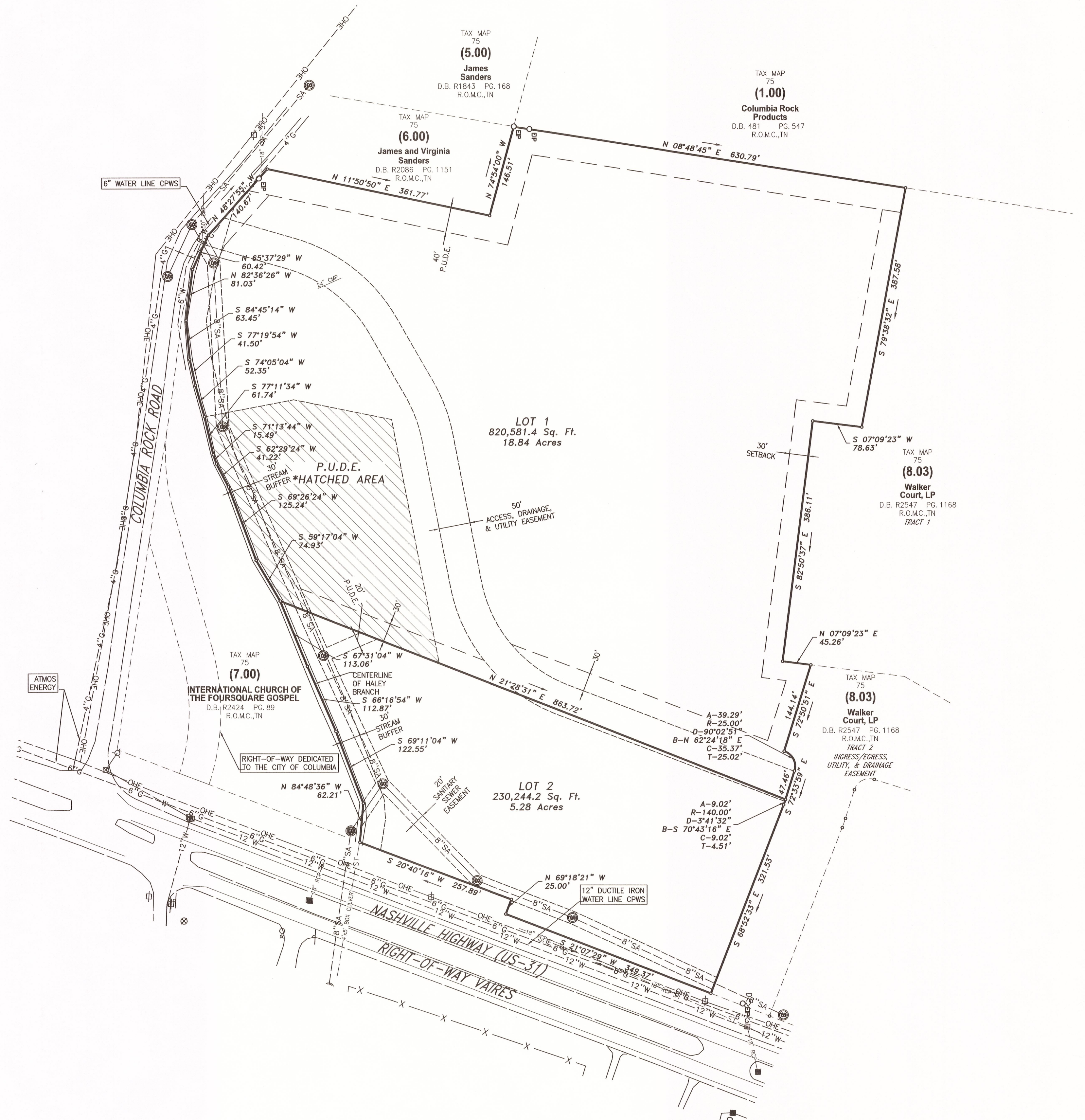
Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared Dean Dickey, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the Donna K. Morris of THE CITY OF COLUMBIA, TENNESSEE, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the municipality by him or herself as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 24th day of July, 2018.
SEAL

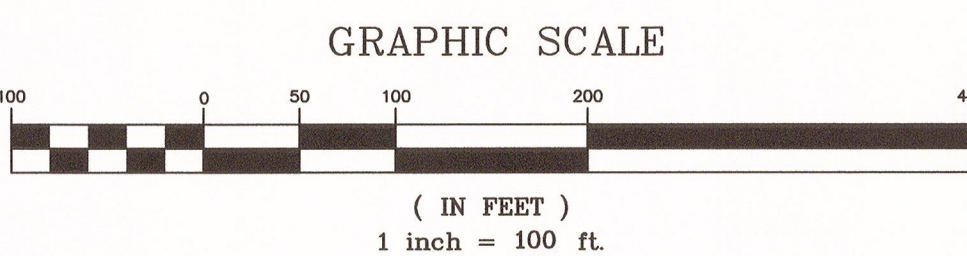


Donna K. Morris
NOTARY PUBLIC
COMMISSION EXPIRES: 9-21-2021

TN GRID NORTH



Legend	EIP	Iron Rod Found	Stake Found	Fire Hydrant	Water Meter	Catch Basin	Storm Pipe	Cable Manhole	Electric Manhole	Light Pole	Power Pole	Telephone Pole	Guy Pole	Electric Riser	Telephone Riser	Flag Pole	Guy Wire	Mailbox	Parking Block	Satellite Dish	Handicap Parking	Water Spigot	Bollard	Evergreen Tree	Deciduous Tree	Bush	Sign	Adjoining Property Line	Subject Property Line	Easement Line	Building Setback Line	Centerline	Edge of Pavement	Edge of Gravel	Fence Line	Landscape	Woods / Tree Line	Edge of Water	Ditch / Creek Centerline	Minor Contour Line	Index Contour Line	Gas Line	Water Line	Sanitary Sewer Line	Storm Sewer Line	Overhead Utility Line	Overhead Cable Line	OHE	OHT	UG	UGC	UGE	UGT	FM	Overhead Electric Line	Overhead Telephone Line	Underground Utility Line	Underground Cable Line	Underground Electric Line	Underground Telephone Line	Forced Main Line
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PARCEL NUMBER: TAX MAP 75, PCL 8.02
DEED BOOK: R1917, PAGE 546
PLAT BOOK: P17, PAGE 209

PARCEL ADDRESS: NASHVILLE HWY
COLUMBIA, TENNESSEE 38401

EXISTING ZONING: CEG-PUD

BUILDING SETBACKS: STREET - 20'
SIDE ADJACENT TO RESIDENTIAL - 15'
REAR - 25'
* SEE ZONING ORDINANCE FOR ADDITIONAL INFORMATION

ACREAGE OF PARCEL: ±24.12 ACRE (1,050,825.6 SQFT) TOTAL
±18.84 ACRE (820,581.4 SQFT) TRACT 1
±5.28 ACRE (230,244.2 SQFT) TRACT 2

PROPERTY OWNER: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL
1910 W SUNSET BLVD, STE 200
LOS ANGELES, CA 90026

PURPOSE NOTE:
The purpose of this final plat is to create 2 tracts from the existing parcel.

GENERAL NOTE:
THE RECORDING OF THIS PLAT VOIDS, VACATES, AND SUPERCEDES THE PREVIOUS PLAT OF RECORD IN PLAT BOOK P17, PAGE 209 AS SHOWN HEREON.

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 R1917, Page 546, 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: 8-22-2019
Signature: [Signature]
Title: International Church of the Foursquare Gospel

Euler, Brentwood Foursquare Church

Title (if acting for partnership or corporation)

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with the current local and state government requirements, or a sufficient bond or other has been filed to guarantee said installation.

Date: 8/29/19
Signature: [Signature]
Title: Director of Wastewater Department
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF WATER SYSTEM

I, (we) hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled Foursquare Gospel Property has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date: 9/4/2019
Signature: [Signature]
Title: Name, Title and Agency or Authorized Approving Agent

CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME, STREET NAMES, AND STREET SIGNS

Subdivision name and street names approved by the City Engineering Department and by E-011 Maury County.

Date: 8/26/19
Signature: [Signature]
Title: Maury County E-011
Columbia, Tennessee

CERTIFICATE OF COMPLIANCE

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

Date: 9/5/19
Signature: [Signature]
Title: City Engineer
Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR RECORDING

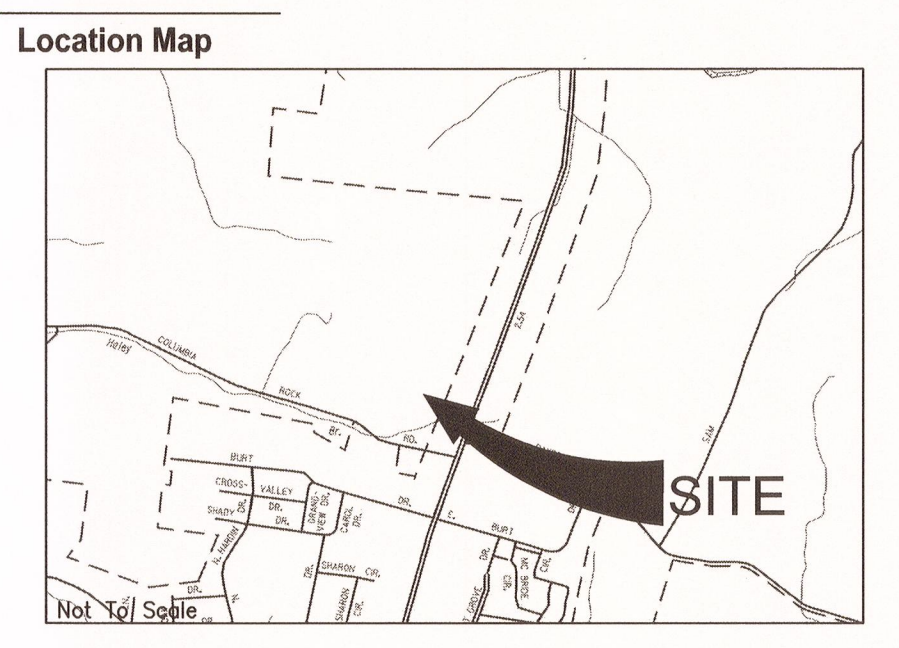
I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register:

Date: 9/5/19
Signature: [Signature]
Title: Secretary, Planning Commission

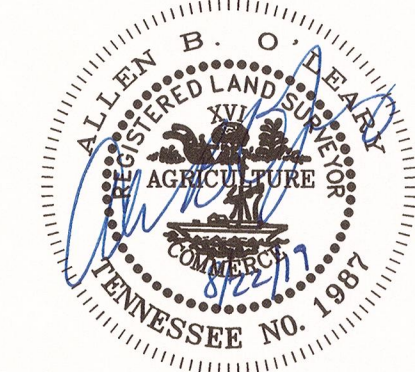
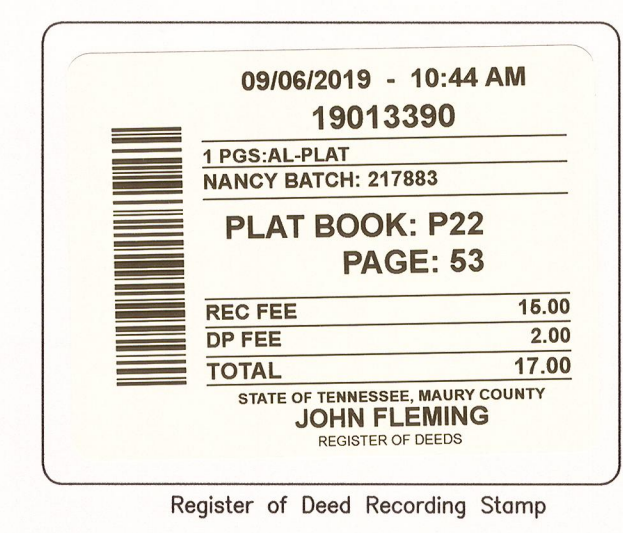
SURVEYOR'S CERTIFICATION (TENNESSEE)

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

Date: 8/22/19
Signature: [Signature]
Title: TN RLS #1987
Number



- Surveyor's Notes**
- All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure.
 - The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category 1 as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
 - Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey, information provided by utility representatives or information shown on original construction plans by other. Information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, excavation or any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
 - Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existence, size, location, depth and availability of service should be confirmed by local utility agencies.
 - 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.
 - The area of the parcels as shown hereon is 24.12 Acres.
 - This property currently identified as Tax Map No. 75 Parcel No. 8.02, Maury County. For designation shown thus () indicates Parcel Numbers for said map.
 - Plat reference: P17, Page 209
 - Deed reference: Book R2424 Page 89
 - Bearings based on: Tennessee State Plane, Fipzone 4100.
 - 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.
 - 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.
 - This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
 - 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.
 - The certification is not an expressed or implied warranty or guarantee.
 - This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 47119C0170E, dated April 16, 2007, and shown hereon graphically.
 - There exists a 5' P.U.D.E. for all adjacent/abutting property lines and a 10' P.U.D.E. parallel to the public Right-of-Way.



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WES ENGINEERS & SURVEYORS
CIVIL ENGINEERS & LAND SURVEYORS
2488 NASHVILLE HIGHWAY
COLUMBIA, TN 38407
PHONE: (615) 388-2329
www.wesengineers.com

Client: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL
1910 W SUNSET BLVD, STE 200
LOS ANGELES, CA 90026

DATE: 08-22-2019

REVISIONS: CITY COMMENTS ADDRESSED

Drawn: EB
Checked: AQ
Approved: AQ
Date: July 8, 2019

Job. no.: 16660

Scale: Vertical: Horizontal: T=100'

1 of 1

FINAL PLAT
FOURSQUARE GOSPEL PROPERTY
NASHVILLE HWY, COLUMBIA, TN 38401



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Regina Connelly, Accounting Tech, rconnelly@columbiatn.com, 931-560-1520

AGENDA ITEM TITLE: RESOLUTION NO. 23-14 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 23-14.

INFORMATION: The City Recorder is presenting tax corrections through 2/17/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

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 SCHEDULE "A" ATTACHED HERETO)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF

COLUMBIA, TENNESSEE, this the _____ day of _____, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

C. TIM TISHER, CITY ATTORNEY

TAX CORRECTIONS
RESOLUTION NO. 23-14

1. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF LATEEF MARTIN. MAP 009 B F 002.00 P 001, 708 IRON BRIDGE RD. PROPERTY VALUE \$10,000.00, ASSESSED VALUE \$3,000.00, AND TAXES \$25.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
2. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF INGRAM STEYER LLC. MAP 075 M B 024.00 P 001, 712 CHEAIRS CIR. PROPERTY VALUE \$32,515.00, ASSESSED VALUE \$9,755.00, AND TAXES \$80.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
3. DELETE 2022 PROPERTY TAX IN THE NAME OF THE P & L DEVELOPMENT LLC. MAP 114 019.00, SIDCO DR. PROPERTY VALUE \$75,500.00, ASSESSED VALUE \$18,875.00, AND TAXES \$156.00. DUE TO PARCEL WAS SPLIT OUT TO A SUBDIVISION AND RESULTED IN A DOUBLE ASSESSMENT PER MAURY COUNTY TAX ASSESSOR.
4. DELETE 2021 PERSONAL PROPERTY TAX IN THE NAME OF HORST BROTHERS CONSTRUCTION LLC. MAP 075 008.02 P 001, 1683 NASHVILLE HWY. PROPERTY VALUE \$11,500.00, ASSESSED VALUE \$3,450.00, AND TAXES \$40.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
5. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF HORST BROTHERS CONSTRUCTION LLC. MAP 075 008.02 P 001, 1683 NASHVILLE HWY. PROPERTY VALUE \$13,225.00, ASSESSED VALUE \$3,968.00, AND TAXES \$33.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
6. DELETE 2021 PERSONAL PROPERTY TAX IN THE NAME OF REUBEN'S PAINTING. MAP 075 I C 004.00 P 001, 413 CALDWELL DR, APT 17. PROPERTY VALUE \$20,905.00, ASSESSED VALUE \$6,272.00, AND TAXES \$73.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.

7. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF REUBEN'S PAINTING. MAP 075 I C 004.00 P 001, 413 CALDWELL DR, APT 17. PROPERTY VALUE \$24,041.00, ASSESSED VALUE \$7,212.00, AND TAXES \$60.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
8. DELETE 2021 PERSONAL PROPERTY TAX IN THE NAME OF TRIPT SKATEBOARDS. MAP 051 A A 018.00 P 001, 2608 CHESTERFIELD LN. PROPERTY VALUE \$2,500.00, ASSESSED VALUE \$750.00, AND TAXES \$9.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
9. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF TRIPT SKATEBOARDS. MAP 051 A A 018.00 P 001, 2608 CHESTERFIELD LN. PROPERTY VALUE \$2,875.00, ASSESSED VALUE \$863.00, AND TAXES \$7.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
10. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF MCDONALD'S OF COLUMBIA #1, C/O GINAMARIE BASTONE WOLFE. MAP 100 J D 031.02 P 500, 1225 TROTWOOD AVE. PROPERTY VALUE \$1,538.00, ASSESSED VALUE \$461.00, AND TAXES \$4.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
11. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF WALKER CARS. MAP 099 H C 006.00 P 002, 702 E 9TH ST. PROPERTY VALUE \$2,500.00, ASSESSED VALUE \$750.00, AND TAXES \$6.00. PICKUP PER KEYING ERROR FOR 2022 TAX ROLL PER MAURY COUNTY TAX ASSESSOR.
12. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF TN FARMERS MUTUAL INS CO, C/O PATRICK BELL. MAP 090 008.00 P 503, 147 BEAR CREEK PIKE. PROPERTY VALUE \$129,200.00, ASSESSED VALUE \$38,760.00, AND TAXES \$320.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

13. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF TN FARMERS LIFE INS CO, ATTN: TARA BOLTON. MAP 090 008.00 P 500, 147 BEAR CREEK PIKE. PROPERTY VALUE \$4,259.00, ASSESSED VALUE \$1,278.00, ASSESSED VALUE WITH EQ FACTOR \$1,115.00 AND TAXES \$13.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
14. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF TN FARMERS LIFE INS CO, ATTN: TARA BOLTON. MAP 090 008.00 P 501, 147 BEAR CREEK PIKE. PROPERTY VALUE \$4,379.00, ASSESSED VALUE \$1,314.00, AND TAXES \$11.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
15. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF MID STATE FORESTRY MULCHING LLC, C/O PADGETT BUSINESS SERVIES. MAP 090 P A 031.01 P 503, 26 N JAMES M CAMPBELL BLVD. PROPERTY VALUE \$347,796.00, ASSESSED VALUE \$104,339.00, AND TAXES \$861.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
16. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF MID STATE FORESTRY MULCHING LLC, C/O PADGETT BUSINESS SERVIES. MAP 090 P A 031.01 P 502, 26 N JAMES M CAMPBELL BLVD. PROPERTY VALUE \$51,940.00, ASSESSED VALUE \$15,582.00, AND TAXES \$181.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
17. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF VILLAGE ROOFING CO INC. MAP 113 080.40 P 501, 2403 PARK PLUS DR. PROPERTY VALUE \$8,999.00, ASSESSED VALUE \$2,700.00, AND TAXES \$22.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
18. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF VILLAGE ROOFING CO INC. MAP 113 080.40 P 500, 2403 PARK PLUS DR. PROPERTY VALUE \$57,019.00, ASSESSED VALUE

\$17,106.00, ASSESSED VALUE WITH EQ FACTOR \$14,920.00 AND TAXES \$173.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

19. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF EYECARE PLUS CA PLLC, C/O MARCUM LLP, ATTN: BRENT PATTERSON. MAP 100 N L 007.01 P 501, 816 S JAMES M CAMPBELL BLVD. PROPERTY VALUE \$30,684.00, ASSESSED VALUE \$9,205.00, AND TAXES \$76.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
20. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF EYECARE PLUS CA PLLC, C/O MARCUM LLP, ATTN: BRENT PATTERSON. MAP 100 N L 007.01 P 500, 816 S JAMES M CAMPBELL BLVD. PROPERTY VALUE \$28,572.00, ASSESSED VALUE \$8,572.00, ASSESSED VALUE WITH EQ FACTOR \$7,476.00 AND TAXES \$87.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
21. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF THE SURGICAL CLINIC PLLC, ATTN: BRANDY RIGSBY. MAP 100 J D 037.00 P 501, 1222 TROTWOOD AVE, STE 200. PROPERTY VALUE \$27,753.00, ASSESSED VALUE \$8,326.00, AND TAXES \$69.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
22. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF THE SURGICAL CLINIC PLLC, ATTN: BRANDY RIGSBY. MAP 100 J D 037.00 P 500, 1222 TROTWOOD AVE, STE 200. PROPERTY VALUE \$25,826.00, ASSESSED VALUE \$7,748.00, ASSESSED VALUE WITH EQ FACTOR \$6,758.00 AND TAXES \$78.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
23. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF THE FOOD LION #801, ATTN: ALEAH HANCOCK. MAP 112 019.11 P 500, 5021 TROTWOOD AVE, STE D. PROPERTY VALUE \$10,080.00, ASSESSED VALUE \$3,024.00, ASSESS VALUE WITH EQ FACTOR \$2,638.00 AND TAXES \$31.00. PICKUP PER

AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

24. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF THE FOOD LION #801, ATTN: ALEAH HANCOCK. MAP 112 019.11 P 501, 5021 TROTWOOD AVE, STE D. PROPERTY VALUE \$25,937.00, ASSESSED VALUE \$7,781.00, AND TAXES \$64.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
25. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF ROSS DRESS FOR LESS #1042, ATTN: NICOLE MALOY. MAP 100 N M 001.01 P 501, 821 S JAMES M CAMPBELL BLVD, STE A. PROPERTY VALUE \$85,708.00, ASSESSED VALUE \$25,712.00, AND TAXES \$212.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
26. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF ROSS DRESS FOR LESS #1042, ATTN: NICOLE MALOY. MAP 100 N M 001.01 P 500, 821 S JAMES M CAMPBELL BLVD, STE A. PROPERTY VALUE \$112,253.00, ASSESSED VALUE \$33,676.00, ASSESSED VALUE WITH EQ FACTOR \$29,372.00 AND TAXES \$341.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
27. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF COLUMBIA HOSPITAL FOR ANIMALS PC, ATTN: MATTHEW VAUGHN. MAP 075 026.03 P 500, 1502 NASHVILLE HWY. PROPERTY VALUE \$9,566.00, ASSESSED VALUE \$2,870.00, ASSESSED VALUE WITH EQ FACTOR \$2,503.00 AND TAXES \$29.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
28. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF COLUMBIA HOSPITAL FOR ANIMALS PC, ATTN: MATTHEW VAUGHN. MAP 075 026.03 P 501, 1502 NASHVILLE HWY. PROPERTY VALUE \$18,976.00, ASSESSED VALUE \$5,693.00, AND TAXES \$47.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

29. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF NORTHSIDE MEDICAL PROFESSIONALS, ATTN: LIBBY WHITE. MAP 075 034.01 P 500, 1605 NASHVILLE HWY, STE 200. PROPERTY VALUE \$14,393.00, ASSESSED VALUE \$4,318.00, ASSESSED VALUE WITH EQ FACTOR \$3,766.00 AND TAXES \$44.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
30. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF NORTHSIDE MEDICAL PROFESSIONALS, ATTN: LIBBY WHITE. MAP 075 034.01 P 501, 1605 NASHVILLE HWY, STE 200. PROPERTY VALUE \$45,594.00, ASSESSED VALUE \$13,078.00, AND TAXES \$108.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
31. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF POPLAR ESTATES RETIREMENT CENTER, ATTN: DAWN ROWE. MAP 100 J D 029.12 P 500, 1310 ROSEWOOD DR. PROPERTY VALUE \$19,745.00, ASSESSED VALUE \$5,924.00, AND TAXES \$69.00. PICKUP PER AUDIT FOR 2019 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
32. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF POPLAR ESTATES RETIREMENT CENTER, ATTN: DAWN ROWE. MAP 100 J D 029.12 P 501, 1310 ROSEWOOD DR. PROPERTY VALUE \$2,500.00, ASSESSED VALUE \$750.00, AND TAXES \$9.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
33. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF POPLAR ESTATES RETIREMENT CENTER, ATTN: DAWN ROWE. MAP 100 J D 029.12 P 502, 1310 ROSEWOOD DR. PROPERTY VALUE \$7,250.00, ASSESSED VALUE \$2,175.00, AND TAXES \$18.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
34. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF PEDEN CONSTRUCTION LLC. MAP 089 M B 044.00 P 500, 205 HILL ST. PROPERTY VALUE \$408,713.00, ASSESSED VALUE \$122,614.00, ASSESSED VALUE WITH EQ FACTOR \$106,944.00

AND TAXES \$1,240.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

35. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF PEDEN CONSTRUCTION LLC. MAP 089 M B 044.00 P 501, 205 HILL ST. PROPERTY VALUE \$317,945.00, ASSESSED VALUE \$95,384.00, AND TAXES \$787.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

36. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF O'REILLY AUTOMOTIVE STORES INC #1328, ATTN: HONEY SWALI. MAP 113 D G 010.00 P 500, 2300 CARMACK BLVD. PROPERTY VALUE \$8,704.00, ASSESSED VALUE \$2,611.00, ASSESSED VALUE WITH EQ FACTOR \$2,277.00 AND TAXES \$26.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

37. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF O'REILLY AUTOMOTIVE STORES INC #1328, ATTN: HONEY SWALI. MAP 113 D G 010.00 P 501, 2300 CARMACK BLVD. PROPERTY VALUE \$4,391.00, ASSESSED VALUE \$1,317.00, AND TAXES \$11.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

38. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF NASHVILLE QUALITY LLC, ATTN: JOSH LUCE. MAP 073 018.16 P 500, 1564 BEAR CREEK PIKE. PROPERTY VALUE \$23,200.00, ASSESSED VALUE \$6,960.00, ASSESSED VALUE WITH EQ FACTOR \$6,071.00, AND TAXES \$26.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

39. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF NASHVILLE QUALITY LLC, ATTN: JOSH LUCE. MAP 073 018.16 P 501, 1564 BEAR CREEK PIKE. PROPERTY VALUE \$20,548.00, ASSESSED VALUE \$6,164.00, AND TAXES \$118.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

40. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF COLUMBIA NEON CO INC, ATTN: SHANNON STOFEL. MAP 090 P B 029.00 P 500, 102 NASHVILLE HWY. PROPERTY VALUE \$118,711.00, ASSESSED VALUE \$35,613.00, ASSESSED VALUE WITH EQ FACTOR \$31,062.00, AND TAXES \$360.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
41. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF COLUMBIA NEON CO INC, ATTN: SHANNON STOFEL. MAP 090 P B 029.00 P 501, 102 NASHVILLE HWY. PROPERTY VALUE \$124,598.00, ASSESSED VALUE \$37,379.00, AND TAXES \$308.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
42. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF AMERICAN BANK NOTE CO, ATTN: HONG ZHENG. MAP 101 034.05 P 500, 711 ARMSTRONG LN. PROPERTY VALUE \$72,883.00, ASSESSED VALUE \$21,865.00, AND TAXES \$254.00. PICKUP PER AUDIT FOR 2020 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
43. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF AMERICAN BANK NOTE CO, ATTN: HONG ZHENG. MAP 101 034.05 P 501, 711 ARMSTRONG LN. PROPERTY VALUE \$139,051.00, ASSESSED VALUE \$41,715.00, ASSESSED VALUE WITH EQ FACTOR \$36,384.00 AND TAXES \$422.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
44. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF AMERICAN BANK NOTE CO, ATTN: HONG ZHENG. MAP 101 034.05 P 502, 711 ARMSTRONG LN. PROPERTY VALUE \$601,208.00, ASSESSED VALUE \$180,362.00, AND TAXES \$1,488.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
45. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF TALLGRASS MEAT CO LLC, ATTN: CASEY WEBER. MAP 090 P B 022.00 P 500, 510 N GARDER ST, STE G. PROPERTY VALUE

\$251,915.00, ASSESSED VALUE \$75,575.00, AND TAXES \$876.00. PICKUP PER AUDIT FOR 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

46. PICKUP PERSONAL PROPERTY TAXES IN THE NAME OF TALLGRASS MEAT CO LLC, ATTN: CASEY WEBER. MAP 090 P B 022.00 P 501, 510 N GARDER ST, STE G. PROPERTY VALUE \$180,524.00, ASSESSED VALUE \$54,157.00, AND TAXES \$447.00. PICKUP PER AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

47. REFUND 2022 PERSONAL PROPERTY TAX IN THE NAME OF MULE TOWN MULCH AND ROCK. MAP 143 1.08 P 003, 2770 BRISTOW RD. PROPERTY VALUE \$30,000.00, ASSESSED VALUE \$9,000.00 AND TAXES \$74.00. REFUND DUE TO KEYING ERROR PER MAURY COUNTY TAX ASSESSOR.

48. REFUND 2022 PROPERTY TAX IN THE NAME OF VILLAGE AT CARTER'S STATION DEV LLC. MAP 051 22.02, NAPA VALLEY WAY. PROPERTY VALUE \$140,400.00, ASSESSED VALUE \$35,100.00 AND TAXES \$290.00. REFUND DUE TO A COMMON AREA WITH NO VALUE AND SHOULD NOT HAVE BEEN ON TAX ROLL PER MAURY COUNTY TAX ASSESSOR.

49. REFUND 2022 PROPERTY TAX IN THE NAME OF SULLIVAN PATRICK ETUX MELISSA. MAP 113 B B 008.00, ALPINE DR. PROPERTY VALUE \$52,500.00, ASSESSED VALUE \$13,125.00 AND TAXES \$108.00. REFUND DUE TO PARCEL WAS COMBINED WITH ANOTHER PARCEL AND RESULTED IN A DOUBLE ASSESSMENT PER MAURY COUNTY TAX ASSESSOR.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Katina Hardiman, Administrative Assistant, khardiman@columbiatn.com, 931-388-8119

AGENDA ITEM TITLE: RESOLUTION NO. 23-15 – A RESOLUTION TO ACCEPT SPONSORSHIP DONATIONS FOR THE 2023 MID-STATE CLASSIC SOFTBALL GAMES TO BE HELD AT RIDLEY SPORTS COMPLEX ON MARCH 15, 2023 IN THE AMOUNT OF NINETEEN THOUSAND DOLLARS (\$19,000) – WARD 4

RECOMMENDATION: Approve Resolution No. 23-15.

INFORMATION: The City of Columbia has confirmed donations totaling \$19,000 from Atmos Energy, Line To Line, Columbia Power & Water Systems, Maury Regional, Rotary Breakfast Club, Columbia Noon Rotary, Redman-Davis Risk Management & Insurance, JR Wauford & Company, Maury County Visitors Bureau, Lose & Design, and Braid Columbia for the Mid-State Classic Softball games to be held on March 15, 2023 at Ridley Sports Complex to help cover the cost of meals and costs related to the games.

**A RESOLUTION TO ACCEPT SPONSORSHIP DONATIONS FOR THE 2023
MID-STATE CLASSIC SOFTBALL GAMES TO BE HELD AT RIDLEY SPORTS
COMPLEX ON MARCH 15, 2023 IN THE AMOUNT OF NINETEEN THOUSAND
DOLLARS (\$19,000)**

WHEREAS, the City of Columbia has confirmed sponsorships totaling \$19,000.00 from the following, Atmos Energy, Line To Line, Columbia Power & Water Systems, Maury Regional, Rotary Breakfast Club, Columbia Noon Rotary, Redman-Davis Risk Management & Insurance, JR Wauford & Company, Maury County Visitors Bureau, Lose & Design, and Braid Columbia for the Mid State Classic Softball Games to be held on March 15, 2023, at Ridley Sports Complex; and

WHEREAS, the sponsorship donations will be used for the cost of meals and services related to the games.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such City does hereby endorse the efforts of the City of Columbia by accepting this sponsorship donations to cover the cost of meals and services. PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 9th day of March, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Bosher, Wastewater Director, dbosher@columbiatn.com, 931-560-1001

AGENDA ITEM TITLE: RESOLUTION NO. 23-16 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING DRUMWRIGHT, PHASE 1, REVISION - WARD 5

RECOMMENDATION: Approve Resolution No. 23-16.

INFORMATION: This Resolution refers to acceptance of sanitary sewer improvements serving Drumwright, Phase 1, Revision, consisting of 8,224 linear feet of 8" gravity main. The developer has established surety and formally requested acceptance of the sanitary sewer improvements. The Wastewater Department has performed the necessary testing and inspections.

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWERIMPROVEMENTS SERVING DRUMWRIGHT, PHASE 1, REVISION –
WARD 5

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 8224 linear feet of 8" gravity sewer serving Drumwright, Phase 1, Revision; and

WHEREAS, the City of Columbia has inspected said sewer improvements and has determined that said sewer improvements meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said sanitary sewer improvements serving Drumwright, Phase 1, Revision.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 9th day of March, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

TIM TISHER - CITY ATTORNEY

Date: 16 February 2023

Columbia City Council
City of Columbia, Tennessee
City Hall
700 North Garden Street
Columbia, Tennessee 38401

Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Drumwright Phase 1 Revision in the amount of 8,224 linear feet.

You have been provided with as-built drawings of the project and all inspections and testing has been completed, and have been provided a one-year maintenance surety in the amount of \$199,432.00, set to expire one year from date of Council acceptance.

Acceptance by the Columbia City Council for these wastewater system improvements would be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas Brown". The signature is fluid and cursive, with the first name "Nicholas" written in a larger, more prominent script than the last name "Brown".

Nicholas Brown



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, liz@columbiatn.com, 931-560-1510

AGENDA ITEM TITLE: RESOLUTION NO. 23-17 - A RESOLUTION REQUESTING THE GENERAL ASSEMBLY TO INCLUDE A PORTION OF THE DUCK RIVER AS A SCENIC RIVER AND TO AMEND THE SCENIC RIVERS ACT

RECOMMENDATION: Approve Resolution No. 23-17.

INFORMATION: This Resolution helps protect the scenic Duck River. It is the same Resolution that Maury County Government adopted. Representative Scott Cepicky has a proposed Bill that would protect the Duck River.

RESOLUTION REQUESTING THE GENERAL ASSEMBLY TO INCLUDE A
PORTION OF THE DUCK RIVER AS A SCENIC RIVER AND TO AMEND THE
SCENIC RIVERS ACT

WHEREAS, Columbia has a unique asset in the Duck River which flows through the City limits; and

WHEREAS, pursuant to the Tennessee Scenic Rivers Act of 1968, the State Legislature has already designated the Duck River as a Class II Pastoral River from the Marshall County line at river mile 173.7 to Iron Bridge Road at mile 136.4 (T.C.A. §11-13-104); and

WHEREAS, the Duck River is an important source of water, educational opportunities and recreation for the citizens of Columbia and has been a major influence on the history of the region from the earliest habitation by native Americans, through the early settlers, to today's 21st century inhabitants; and

WHEREAS, the Duck River provides many educational and recreational opportunities because it possesses abundant scenic, ecological, cultural, and historical values and is home to many species of rare and endangered plants and animals; and

WHEREAS, over 500 species of aquatic plants, fish, and invertebrates have been documented in the section of the Duck River that has previously been designated as a state scenic river alone, including at least 39 mussel and 84 fish species; and

WHEREAS, the Duck River is clearly one of the most biologically rich and diverse rivers in North America and was recently featured in National Geographic's "one Cubic Foot" article (January/February 2010 issue); however, many of its species are endangered and in need of protection; and

WHEREAS, the Duck River has already lost at least 35 species of mussels, and the Upper Duck River Watershed contains the second highest number (33) of at-risk fish and mussel species, as well as the second highest number (13) of federally endangered fish and mussel species in the nation; and

WHEREAS, the Duck River is also home to the endangered Pygmy Madtom, found only in the Duck and Clinch Rivers. This small, black and white catfish is an indicator species

for river conditions, as it is very sensitive to toxic chemicals and increased sedimentation; and

WHEREAS, the Duck River is the sole source of drinking water for the City of Columbia, City of Spring Hill and many of the residents of Maury County; and

WHEREAS, the City of Columbia has its sewer treatment facility located adjacent to the Duck River; and

WHEREAS, the Tennessee Duck River Development Agency (DRA) was created by the Tennessee General Assembly as a comprehensive regional development agency; and

WHEREAS, the DRA completed a Comprehensive Regional Water Supply Plan (Plan) in March 2012 for Bedford, Coffee, Marshall, Maury and southern Williamson Counties to address future water needs and concerns regarding possible water shortages brought on by drought conditions; and

WHEREAS, the Plan addresses water needs in the central Tennessee region through a 50-year planning period with a 100-year planning horizon and provides direction to the DRA for the management of available water resources, including the implementation of specific water supply infrastructure projects; and

WHEREAS, the Plan identified creating a new intake in the Duck River, downstream of Columbia, as a key of the recommended water supply alternative for the future water demands and needs of Columbia, Spring Hill and Maury County, even during drought years, while taking into account Columbia's sewer treatment facility; and

WHEREAS, the future downstream intake would be located in the western part of the County after the Duck River has traversed through over sixty (60) miles of Maury County; and

WHEREAS, landfills create risks to the water in Tennessee and have polluted several streams and rivers in this State; and

WHEREAS, it is the desire of the City of Columbia to protect the future water supply for the City, City of Spring Hill and Maury County, Tennessee from any possible harm or degradation or pollution caused by landfill operations; and

WHEREAS, it is the desire of the City of Columbia to protect the ecological environment found in the Duck River for recreation and educational purposes from any possible harm or degradation or pollution caused by landfill operations; and

WHEREAS, it is the desire of the City of Columbia for the Tennessee State Legislature to protect the future water needs of communities including, but not limited to,

water treatment facilities and water harvesting projects by public utilities, within the watershed either individually or collectively and regional water resource projects identified by the Duck River Agency and Tennessee Valley Authority in their Regional Water Supply Plans and Studies; and

WHEREAS, in accordance with the purpose and intent of the Tennessee Scenic Rivers Act of 1968 ("the Act"), the City of Columbia requests the Tennessee Legislature to amend the Act in accordance with the attached proposed legislation.; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City requests the Tennessee Legislature to amend the Tennessee Scenic Rivers Act of 1968 in accordance with the attached proposed legislation that would designate the Duck River as a Class II Pastoral River beginning at Industrial Park Road approximately at river mile 128 extending continuously to a point downstream to the boundary of Hickman County at approximately river mile 98 downstream from the Natchez Trace River Bridge.

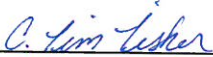
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 9th day of March, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Boshers, Wastewater Director, dbosher@columbiatn.com, 931-560-1001

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4451 - AN ORDINANCE DELETING TITLE 18, CHAPTER 1 SECTION 18-105 OF THE CITY OF COLUMBIA MUNICIPAL CODE IN ITS ENTIRETY AND INSERTING A NEW TITLE 18, CHAPTER 1 SECTION 18-105 WHICH ENACTED A SEWER IMPACT FEE UPON NEW SEWER CUSTOMERS TO SERVE THE DEMAND FOR SANITARY SEWER SYSTEM CAPITAL FACILITIES AND PUBLIC IMPROVEMENTS

RECOMMENDATION: Approve Ordinance No. 4451 on second consideration.

INFORMATION: During development of the 2021 strategic plan, the City Council unanimously approved reestablishing a sanitary sewer impact fee. This objective was included in the final version of the 2021 strategic plan. The City of Columbia engaged Duncan and Associates to conduct a sewer impact fee study in 2021 to identify the impact of new sewer connections as well as propose a dollar amount per meter size. The fee study included a methodology providing the basis for the fee adopted via Ordinance No. 4369 in November 2021. A revised fee study was completed in October 2022 following private sector inquiries in larger water meter sizes than are provided for in the existing study.

Additionally, water meters used by Columbia Power and Water Systems have been updated and revised in the study. The new meter sizes and changes in meter types are reflected in Ordinance No. 4451. In addition to the revised fee amounts, Ordinance No. 4451 also reestablishes that impact fee proceeds shall be used to finance the new sanitary sewer (wastewater) treatment plant currently in design.

This item is being resubmitted because in the previous submission the 6-inch meter size was incorrectly listed as 5-inch.

**AN ORDINANCE DELETING TITLE 18, CHAPTER 1 SECTION 18-105 OF THE
CITY OF COLUMBIA MUNICIPAL CODE IN ITS ENTIRETY AND
INSERTING A NEW TITLE 18, CHAPTER 1 SECTION 18-105 WHICH
ENACTED A SEWER IMPACT FEE UPON NEW SEWER CUSTOMERS TO
SERVE THE DEMAND FOR SANITARY SEWER SYSTEM CAPITAL
FACILITIES AND PUBLIC IMPROVEMENTS**

WHEREAS, new development in the City of Columbia requires an increase in the capacity of the City's sanitary sewer system to serve the new development; and

WHEREAS, such new development now requires larger water meters; and

WHEREAS, it is the intent of the City of Columbia to:

(A) promote the health, safety and general welfare of the people of Columbia and accommodate orderly growth and development;

(B) provide for the imposition and collection of an impact fee upon new City sewer customers to serve the demand for sanitary sewer system capital facilities and public improvements; and

(C) ensure that new sanitary sewer customers contribute their proportionate share of the cost of capital expenditures necessary to provide public facilities and infrastructure that has a rational nexus to the proposed development; and

WHEREAS, the City of Columbia has the authority to impose a sanitary sewer impact fee pursuant to Private Chapter 194, Senate Bill 2905, a private act passed by the Tennessee Legislature on April 20, 1994. This private act was approved by the Columbia City Council by a two-thirds majority on October 25, 1994, proclaimed by the Mayor of the City and certified by the Tennessee Secretary of State.

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

Section 1: That the City of Columbia Municipal Code is hereby amended by deleting Title 18, Chapter 1, Section 18-105 in its entirety and adding a new Title 18, Chapter 1, Section 18-105 as follows:

18-105 Sanitary Sewer Impact Fee. The provisions of this section shall apply to all of the territory within the jurisdiction of the City of Columbia and areas outside of the City's jurisdiction where the City provides wastewater treatment and sanitary sewer service.

(A) Definitions

When used in this section, the terms listed below shall have the following meanings unless the context requires otherwise. Singular terms shall include their plural.

“City” means the incorporated City of Columbia.

“City Council” means the governing body of the incorporated City of Columbia.

“Eligible Improvements” means improvements that enhance the capacity of the sanitary sewer system, including planning, engineering, acquisition, construction and interest on debt incurred to finance improvements and additions to the capacity of the City Sanitary Sewer System, but does not include the routine maintenance of existing improvements.

“Sanitary Sewer System” means the set of facilities owned by the City of Columbia that convey and treat sewage generated by the system’s customers.

“Technical Report” means the “City of Columbia, Tennessee Wastewater Impact Fee Study” prepared by Duncan Associates in August 2021, as revised by the “City of Columbia, Tennessee revised Wastewater Impact Fee Study” prepared by Duncan Associates in October 2022, or a subsequent similar study, which serves as the basis for the calculation of the sanitary sewer impact fees.

(B) Fee Assessment and Collection

(1) No building permit that is associated with a new or enlarged water meter shall be issued until the applicable sanitary sewer impact fee has been calculated and security ensuring payment has been provided based on the size and type of the water meter according to the following sanitary sewer impact fee schedule.

Meter Size	Meter Type	Impact Fee
5/8" x 3/4"	Disc	\$ 1,196
3/4"	Disc	\$ 1,674
1"	Disc ultrasonic	\$ 3,349
2"	Disc ultrasonic	\$ 11,960
3"	Compound ultrasonic	\$ 23,920
4"	Compound ultrasonic	\$ 47,840

6"	Compound ultrasonic	\$ 76,544
8"	Ultrasonic	\$133,952
10" or 12"	Ultrasonic	\$263,120

(2) In the event of the replacement of an existing water meter with a larger one, the applicable impact fee shall be the difference between the two meter sizes.

(3) In the event that the proposed water meter size and type is not shown in the schedule set forth in subsection (B) (1) above, the City shall calculate the appropriate impact fee using the same methodology used in the Technical Report.

(4) No sanitary sewer impact fee shall be assessed for meters that are dedicated exclusively for irrigation purposes.

(C) Accounting and Expenditure of Funds

(1) An "impact fee fund" that is distinct from the general fund of the City is created, and the impact fees received shall be deposited in the interest-bearing account of the impact fee fund, along with accrued interest.

(2) The money in the impact fee account shall be used only for the following purposes:

(a) to acquire or construct Eligible Improvements which the City has determined will be limited to capacity adding improvements to the sanitary sewer treatment plant;

(b) to pay debt service on the portion of any current or future general obligation bond or revenue bond used to finance Eligible Improvements and attributable to excess capacity available to serve new sanitary sewer customers;

(c) to pay fees to an independent qualified professional, who is not an employee of the City, for the preparation or updating of the Technical Report; or

(d) to make refunds pursuant to subsection (D).

(3) The City shall maintain accurate records of the impact fees paid, including the name of the person paying the fees, the tax parcel number and address for which the fees were paid, the date of payment of each fee, the amounts received in payment for each fee, the amount of any credits provided against the fees or refunds paid and any other information the city deems appropriate or necessary for the accurate accounting of the fees. Records shall be available for review by the public during normal business hours and with reasonable advance notice.

(D) Refunds

(1) Fees not spent within ten years after the date on which the fee was paid shall be eligible for refund according to the following provisions:

(a) Upon the request of an owner of the property for which an impact fee has been paid, any money in the impact fee fund paid for that property that has not been spent within ten years after the date on which the fee was paid shall be returned to the current owner of record as listed with the county property assessor with interest since the date of payment.

(b) Money in each impact fee account shall be considered to be spent in the order collected on a first in/first out basis.

(c) Requests shall be filed with the City within thirty days of the eligibility for the refund.

(d) Response to a request for a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the current owner of the property within thirty days of the date the refund was requested.

(e) All refunds shall be made to the current owner of the property at the time the refund is paid.

(2) If an applicant has paid an impact fee required by this Section and the building permit later expires

without the possibility of further extension, and the development activity for which the impact fee was imposed did not occur and no impact has resulted, the applicant who paid the fee is entitled to a refund of 97 percent of the fee paid, without interest. To be eligible to receive such refund, the applicant who paid the fee must submit an application for the refund within thirty days after the expiration of the permit or extension for which the fee was paid.

Section 2: That ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the ____ day of _____, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

C. Tim Tisher
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

City of Columbia, Tennessee Revised Wastewater Impact Fee Study



**October 2021
with
October 2022 Revisions**

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prepared by
Duncan Associates

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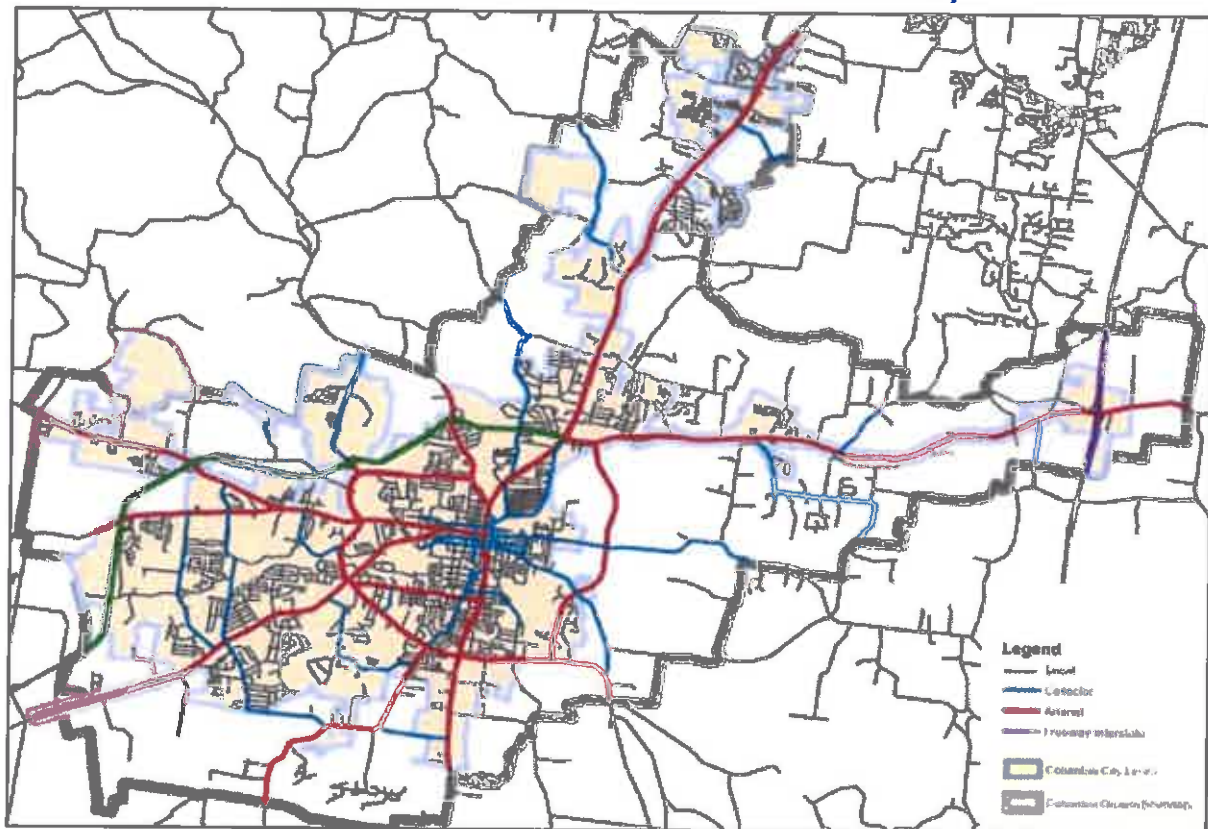
INTRODUCTION

The original wastewater impact fee study for the City of Columbia was completed on October 4, 2021. This revised study updates the meter capacities, adds fees for larger meter sizes, and adjusts the fees to account for cost inflation over the intervening year. In other respects, the 2021 study is unchanged.

An impact fee is a fee assessed on new development activity, typically at time of building permit issuance or connection to the wastewater system, to help cover the cost of the additional capital investment the local government will need to make to accommodate that new development. The City is authorized to levy such a fee by a private act of the state legislature.

Columbia, the seat of Maury County, is a city of about 40,000 people located approximately 50 miles south of Nashville. The city grew by almost 6,000 residents during the last decade. The City operates a municipal wastewater system. The treatment plant is reaching the end of its useful life, and needs to be replaced in the near future. The City plans to reconstruct the plant, and at the same time expand its capacity. Imposition of a wastewater impact fee on new customers provides an additional source of funding to cover the growth-related costs of accommodating increased sewage flows.

Figure 1. Columbia City Limits and Urban Growth Boundary



LEGAL FRAMEWORK

Impact fees are a way for local governments to require new developments to pay a proportionate share of the infrastructure costs they impose on the community. In contrast to traditional “negotiated” developer exactions, impact fees are charges that are assessed on new development using a standard formula based on objective characteristics, such as the number and type of dwelling units constructed. The fees are one-time, up-front charges, with the payment usually made at the time of building permit issuance or water meter purchase. Essentially, impact fees require that each new development project pay its pro-rata share of the cost of new capital facilities required to serve that development.

Authority

The City is authorized to enact wastewater impact fees by a private act that was adopted by the Tennessee legislature in 1994 (see Appendix A). The “City of Columbia and Areas Served by the City of Columbia Impact Fee Act” grants the City the authority to “establish a regulatory procedure or system to collect fees from the developer of any new land development activity” to “share in the burdens of growth by paying a pro rata share for the reasonably anticipated expansion cost of public improvements generated by the new land development activity.” Public improvements are defined as those related to sanitary sewer and/or potable water. The City cannot require the payment of the fee prior to the issuance of the building permit. The fees collected shall be kept in a separate fund and used for the improvements for which they were collected. The act does not provide any additional guidance on how the impact fees should be calculated. For that guidance it is necessary to look to the principles laid down by the courts.

Fee Calculation Principles

Because impact fees were pioneered in states that at the time lacked specific enabling legislation, such fees have generally been legally defended as an exercise of local government’s broad “police power” to regulate land development in order to protect the health, safety and welfare of the community. State courts developed guidelines for constitutionally-valid impact fees to distinguish them from unauthorized taxes.¹ The standards essentially require that the fees must be proportional to the need for additional infrastructure created by the new development, and must be spent in such a way as to provide that same type of infrastructure to benefit new development. Our understanding of the principles arising from impact fee case law and their application to impact fee calculations are described below.

¹ Seminal cases include *Associated Home Builders, etc., Inc. v. City of Walnut Creek* (CA 1971); *City of Dunedin v. Contractors and Builders Association of Pinellas County* (FL 1975); *Banberry Development Corp. v. South Jordan City* (UT 1981); and *Hollywood, Inc. v. Broward County* (FL 1983).

Level of Service

One of the most fundamental principles arising out of case law is that impact fees should not charge new development for a higher level of service than is provided to existing development. While impact fees can be based on a higher level of service than the one existing at the time of the adoption of the fees, two things are required if this is done. First, another source of funding other than impact fees must be identified and committed to fund the capacity deficiency created by the higher level of service. Second, the impact fees must generally be reduced to ensure that new development does not pay twice for the same level of service, once through impact fees and again through general taxes that are used to remedy the capacity deficiency for existing development. In order to avoid these complications, the general practice is to base the impact fees on the existing level of service.

A corollary principle is that new development should not have to pay more than its proportionate share when multiple sources of payment are considered. There are some additional considerations for determining what types of revenue used to fund capital facilities warrant credits against the fee, as described below.

Debt Credit

As noted above, if impact fees are based on a higher-than-existing level of service, the fees should be reduced by a credit that accounts for the contribution of new development toward remedying the existing deficiencies. A similar situation arises when the existing level of service has not been fully paid for. Outstanding debt on existing facilities that are counted in the existing level of service will be retired, in part, by revenues generated from new development. Given that new development will pay impact fees to provide the existing level of service for itself, the fact that new development would also be retiring debt on the facilities that provide that level of service for existing development would result in new development paying more than its proportionate share. Consequently, impact fees should be reduced to account for future payments that will retire outstanding debt on existing facilities that are serving existing development.

Other Revenue Credits

The issue is less clear-cut when it comes to other types of revenue that may be used to make capacity-expanding capital improvements of the same type being funded by impact fees. Such funding may come in the form of State/Federal funding, governmental or non-profit sector grants, or local discretionary or dedicated funds.

The clearest case occurs when local general fund tax revenues are programmed for capacity-expanding improvements on an “as available” basis because impact fees are insufficient to fund all needed growth-related improvements. Any future capacity-adding projects that may be funded with non-impact fee dollars will be paid for by both existing and new development, and will increase the overall level of service for both existing development and future growth. If credit is provided for anticipated general funding based on historical trends, this would be equivalent to the jurisdiction saying the intent of the funding is to subsidize new development’s share of the cost to maintain the current level of service, rather than to raise the level of service.

The same considerations apply to dedicated local funding sources, such a motor fuel tax that can only be used for transportation or a special sales tax dedicated to park improvements. Like discretionary revenue, these types of revenue sources are often not dedicated only for capacity-expanding improvements, and even if they are, their use to fund capacity-related improvements improves the level of service for both existing and new development.

A stronger case can be made for providing credit for outside funding under certain circumstances. One example would be a credit for State/Federal funding in the case of a road impact fee that includes State or U.S. highways in the road impact fee calculations. That type of special case aside, sporadic funding or grants for other types of capacity improvements do not warrant a credit. In addition to the arguments presented above (i.e., such funding raises the level of service and benefits both new development and existing development), two additional arguments can be made against applying credit for such funding. First, new development in a community does not directly pay for State and Federal funding or grants in the same way they pay local gasoline and property taxes. Second, future grant funding is far more uncertain than dedicated revenue streams.

In sum, credits are normally required only for outstanding debt on existing facilities providing service to existing development.

METHODOLOGY

This chapter describes the fundamentals of how impact fees are calculated in accordance with the legal principles discussed in the previous chapter. Key components of an impact fee methodology include the following:

- the set of facilities for which the impact fees are charged,
- the geographic area served by that set of facilities (“service area”),
- the measure of demand on those facilities (“service unit”),
- the amount of demand generated by a unit of development for a particular land use type (“demand schedule”),
- the cost per service unit to accommodate new development at the appropriate level of service,
- the amount by which the cost per service unit should be reduced to account for future revenues attributable to new development that will pay for the same facilities or existing deficiencies (known as a “revenue credit”), and
- the combination of the components to produce the impact fee schedule.

While it gets more complicated in its application, the basic impact fee formula is simple. The cost per service unit is reduced by the revenue credit per service unit to determine the net cost per service unit, which is then multiplied by the number of service units generated by a land use per development unit (e.g., dwelling, 1,000 square feet of building area) to determine the net cost per development unit.

$$\text{Fee} = \text{Service Units Generated} \times \text{Net Cost per Service Unit}$$

where

$$\text{Net Cost per Service Unit} = \text{Cost per Service Unit} - \text{Revenue Credit per Service Unit}$$

Below, we review each of the components for Columbia’s wastewater impact fee.

Set of Facilities. The set of facilities that the fees are designed to expand to accommodate growth are limited in this study to the wastewater treatment plant.

Service Area. The service area is the area where the Columbia Wastewater System provides service. Most City wastewater customers are located in the incorporated area, but there are a few located outside the city limits in the urban growth area.²

² Currently only five of just under 20,000 customers are outside the city limits, per Columbia Wastewater System, April 23, 2021.

Service Unit. The demand associated with different types of customers must be expressed in a common unit of measurement, called a “service unit.” The service unit for the City’s wastewater impact fees is an “equivalent dwelling unit” (EDU). An EDU is a single-family dwelling unit or its equivalent in terms of maximum water demand. The average water demand per EDU is calculated in Table 3.

Demand Schedule. Wastewater customers are assessed based on the size and capacity of their water meter. The number of service unit (EDUs) associated with each meter size and the total number of existing service units can be found in Table 1.

Cost per Service Unit. The portion of the cost of the planned improvements to the treatment plant available to serve new customers is divided by the capacity added to determine the cost per service unit in Table 6.

Revenue Credit. A revenue credit to account for outstanding debt on existing facilities is calculated and subtracted from the cost per service unit to determine the net cost per service unit in Table 7.

Net Cost Schedule. The wastewater impact fees designed to cover the proportionate fair-share of new customer capital costs are provided in Table 8.

FEE CALCULATIONS

The City provides wastewater service to new development within its jurisdiction. The City's facilities include a treatment plant and the system to convey sewage flows to the plant. This chapter calculates potential wastewater impact fees that are based only on the costs of wastewater treatment. To make the fee calculations in this report easier to follow, numbers in a table that are inputs into another table are highlighted in red.

Service Units

To calculate wastewater impact fees, the demand associated with different types of customers must be expressed in a common unit of measurement, called a "service unit." The service unit for the wastewater impact fees is an "equivalent dwelling unit" (EDU). An EDU is a single-family dwelling unit or its equivalent in terms of maximum water demand. Because wastewater generation is not typically metered, water demand is used as a reasonable proxy for wastewater demand. Maximum wastewater demand is defined by the capacity of the water meter (excluding irrigation-only meters, because that water usage does not become sewage).

Potential maximum water demand is defined by the capacity of the water meter. Single-family homes typically use the smallest meter size, which for Columbia is 5/8" x 3/4", so this meter size is assigned a value of one EDU. Other meters represent multiple EDUs, based on their relative meter capacities. The number of EDUs associated with each water meter are shown in Table 1.

Potable water service in Columbia is provided by the Columbia Power & Water Systems (CPWS), a regional publicly-owned utility serving the City of Columbia and surrounding area. All the City's wastewater customers are also CPWS water customers. CPWS does the City's billing for its wastewater service and provided data on the number of existing wastewater customers by water meter size.

Multiplying current customers by the number of EDUs relative to their meter capacity and summing for all meter sizes yields the total number of wastewater service units. The City's current wastewater customer base consists of 43,998 EDUs, as shown in Table 1 on the following page.

Table 1. Existing Wastewater Service Units

Meter Size	Meter Type	Capacity (gpm)	EDUs/Meter	Current Customers	Current EDUs
5/8"x3/4"	Disc	25	1.0	15,134	15,134
3/4"	Disc	35	1.4	1,047	1,466
1"	Ultrasonic	70	2.8	1,637	4,584
2"	Ultrasonic	250	10.0	1,299	12,990
3"	Ultrasonic	500	20.0	72	1,440
4"	Ultrasonic	1,000	40.0	200	8,000
6"	Ultrasonic	1,600	64.0	6	384
8"	Ultrasonic	2,800	112.0	0	0
10" or 12"	Ultrasonic	5,500	220.0	0	0
Total				19,395	43,998

Note: meter capacities in gallons per minute are maximum safe continuous flow rates

Source: Meter size, type, and capacity from Columbia Power & Water Systems, October 26, 2022; existing customers from CPWS, July 7, 2021; EDUs per meter is ratio to capacity of smallest meter; current EDUs is product of current customers by meter size and EDUs per meter by size.

Cost per Service Unit

The capital cost to expand system capacity to accommodate new wastewater customers at the existing level of service is based on the replacement cost of existing capacity, the percentage of existing capacity that is serving existing customers, and the number of existing customers served by the utilized facilities. There are two components to the City's wastewater system: treatment and conveyance. However, only treatment costs are addressed by the fees.

The City's existing wastewater treatment plant is nearing the limits of its capacity and end of its useful life. The City is planning to essentially replace it with a new plant on the same site. The City's treatment plant must be able to accommodate design flows during the peak winter months. Current design winter flow, based on 83rd percentile flows during the winter months, averaged over 2016-2019, is estimated to be 11.6 million gallons per day (mgd), as shown in Table 2. Design winter flow is anticipated to increase to 17.2 mgd by 2040. The plant, after completion of the planned improvements, is designed to accommodate the projected 2040 flow of 17.2 mgd. The precise capacity of the existing plant, which was originally designed prior to its construction in 1978 and was most recently expanded in 2003, is difficult to determine. The current winter flow of 11.6 mgd can be used as a reasonable approximation of the existing plant's capacity.

Table 2. Current and 2040 Treatment Plant Flows (mgd)

83rd Percentile Flows	Summer (May-Oct.)	Winter (Nov.-Apr.)
Current Flow (MGD)	6.6	11.6
Projected 2040 Flow MGD	9.8	17.2

Source: J.R. Wauford & Co., Preliminary Engineering Report related to the Columbia Wastewater System, Wastewater Treatment Plant Improvements for Columbia, Tennessee, July 2021, Tables IV-7 and IV-8.

The average demand generated by an equivalent dwelling unit (EDU) is estimated by dividing current demand by existing EDUs. A wastewater service unit (EDU) generates 264 gallons of sewage per day during the winter months, as shown in Table 3.

Table 3. Daily Wastewater Demand per Service Unit

Current Gallons/Day, Winter Months	11,600,000
+ Existing Equivalent Dwelling Units (EDUs)	43,998
Winter Daily Gallons per EDU	264

Source: Current demand from Table 2; existing EDUs from Table 1.

The project will increase the biological capacity of the wastewater treatment plant to 17.2 mgd to better accommodate winter conditions. The reconstructed plant will include a new headworks with mechanically cleaned fine screens and grit removal. Biological treatment is proposed to be accomplished utilizing new oxidation ditch structures with separate aerobic, anoxic, and anaerobic zones, followed by new secondary clarifier structures, and a new ultraviolet disinfection facility. Biosolids are proposed to be aerobically digested utilizing existing tankage with new coarse bubble diffusers and then dewatered utilizing mechanical dewatering equipment housed in a new biosolids dewatering building. Other improvements include a new 60' by 80' maintenance building, a new sewage pumping station, a new electrical/chemical feed building, miscellaneous site improvements, miscellaneous new piping, and demolition of existing structures.

The estimated construction cost of the project is \$65 million. The City plans to finance \$50 million of the construction cost with a 30-year bond, to be issued within about a year at an anticipated interest rate of 2.25 percent, resulting in a cumulative interest cost of \$19.3 million. Preliminary engineering and design costs and construction-related engineering costs are estimated to be \$3.9 million. The total cost of the project is estimated to be \$88.2 million, as summarized in Table 4.

Table 4. Treatment Plant Project Cost

Estimated Construction Cost of Treatment Plant Project	\$65,000,000
Interest on \$50 Million, 30-Year Construction Bond at 2.25%	\$19,299,487
Estimated Design/Engineering Cost	\$3,870,000
Total Cost of Treatment Plant Project	\$88,169,487

Source: Construction cost estimate from J.R. Wauford & Co., *Preliminary Engineering Report related to the Columbia Wastewater System, Wastewater Treatment Plant Improvements for Columbia, Tennessee*, July 2021, p. CD-1; estimated interest rate in one year and total interest cost on \$50 million, 30-year bond from Raymond James for City of Columbia on September 8, 2021; engineering cost estimate from J.R. Wauford & Co., October 4, 2021 communication.

The share of the cost of the project attributable to growth is based on the portion of the completed project that is attributable to the new capacity added to serve new customers. 32.6% of the total capacity will be new and available to accommodate growth, which accounts for \$28.7 million of the \$88.2 million total cost, as calculated in Table 5.

Table 5. Growth Share of Treatment Plant Cost

Capacity of Completed Treatment Plant Project (gpd)	17,200,000
– Existing Plant Capacity (gpd)	-11,600,000
New Capacity Added by Plant Improvements (gpd)	5,600,000
+ Total Capacity of Completed Project (gpd)	17,200,000
New Capacity as Percent of Total Capacity	32.6%
x Total Project Cost	\$88,169,487
Growth Share of Project Cost	\$28,707,985

Source: Capacity of existing plant and completed project from Table 2; total project cost from Table 4.

Dividing the growth share of the cost by the new capacity, factoring up that 2021 cost by one year of cost inflation, and multiplying by the daily gallons per service unit (equivalent dwelling unit, or EDU) yields the current treatment plant cost per new service unit of \$1,431 per EDU, as shown in Table 6.

Table 6. Wastewater Cost per Service Unit

Growth Share of Treatment Project Cost	\$28,707,985
+ New Capacity Created (gpd)	5,600,000
Growth Cost per Gallon per Day	\$5.13
x 2021-2022 Inflation Factor	1.057
2022 Growth Cost per Gallon per Day	\$5.42
x Daily Gallons of Wastewater per Service Unit (EDU)	264
Treatment Cost per New Service Unit	\$1,431

Source: Growth share of cost and capacity from Table 5; daily gallons per service unit from Table 3; 2021-2022 inflation factor is the ratio of the *Engineering News-Record* Construction Cost Index for October 2022 (13,175) to October 2021 (12,464).

Net Cost per Service Unit

As explained in the legal framework chapter, impact fees should sometimes be reduced to account for outstanding debt on existing facilities. The City has \$10.32 million in outstanding wastewater facility debt service. Most of the debt is related to past improvements to the treatment plant, but it is not clear how much of it is related to past capacity-expanding improvements. Debt attributable to past maintenance, repair, renovation, or replacement of existing capacity is the responsibility of the entire rate base, and does not warrant a credit against the cost per service unit. Because of the difficulty of identifying the portion of the outstanding debt attributable to capacity improvements, this study makes the conservative assumption the all the debt is attributable to capacity. Some of the utility rate revenue paid by new customers will be used to retire this debt. A straight-forward approach to calculating the credit is to divide the amount of the outstanding debt service by the number of existing service units (EDUs). This puts new customers on an equal footing with existing customers in the share of the cost of capacity they will consume that is funded with debt paid by the entire rate base. Subtracting the credit from the cost per service unit results in a net cost per service unit of \$1,196, as summarized in Table 7.

Table 7. Wastewater Net Cost per Service Unit

Outstanding Debt Service, G.O. Refunding Bonds, 2015	\$211,460
Outstanding Debt Service, G.O. Refunding Bonds, 2016	\$5,552,269
Outstanding Debt Service, G.O. Refunding Bonds, 2020	\$4,555,653
Total Outstanding Wastewater Debt Service	\$10,319,381
+Existing Service Units	43,998
Debt Credit per Service Unit	\$235
Cost per Service Unit	\$1,431
- Credit per Service Unit	-\$235
Net Cost per Service Unit	\$1,196

Source: Outstanding debt service as of June 30, 2022 from City of Columbia, June 8, 2021; existing service units from Table 1; cost per service unit from Table 6.

Net Cost Schedule

The revised wastewater impact fees shown in Table 8 are derived by multiplying the number of service units (EDUs) associated with each meter size and type by the net cost per EDU.

Table 8. Wastewater Net Cost Schedule

Meter Size	Meter Type	EDUs/ Meter	Net Cost/ EDU	Net Cost/ Meter
5/8"x3/4"	Disc	1.00	\$1,196	\$1,196
3/4"	Disc	1.40	\$1,196	\$1,674
1"	Ultrasonic	2.80	\$1,196	\$3,349
2"	Ultrasonic	10.00	\$1,196	\$11,960
3"	Ultrasonic	20.00	\$1,196	\$23,920
4"	Ultrasonic	40.00	\$1,196	\$47,840
6"	Ultrasonic	64.00	\$1,196	\$76,544
8"	Ultrasonic	112.00	\$1,196	\$133,952
10" or 12"	Ultrasonic	220.00	\$1,196	\$263,120

Source: EDUs per meter from Table 1; net cost per EDU from Table 7.

APPENDIX: COLUMBIA IMPACT FEE ACT

CHAPTER NO. 194

SENATE BILL NO. 2905

By Jordan

Substituted for: House Bill No. 2923

By Napier

AN ACT Relative to the authority of the City of Columbia to levy and collect impact fees against new land development in order to provide that new development contributes its fair share of the cost of providing public improvements and services.

WHEREAS, Orderly growth patterns within the City of Columbia, and within the area in which the City of Columbia provides urban-type services, are essential to the welfare of the City and its citizens; and

WHEREAS, Tremendous growth in the construction of houses, apartments and businesses is occurring in the City of Columbia and the areas in which the City of Columbia provides urban-type services; and

WHEREAS, The construction of new residences and businesses and the expansion of existing businesses has created and imposed, and will create and impose, severe financial pressure on the City of Columbia to provide urban-type services, such as water and sewer, to the City of Columbia and to the areas in which the City of Columbia provides urban-type services; and

WHEREAS, Columbia lacks the financial base capable of generating the funds required to provide services and capital improvements to new residences and businesses that such new growth demands; and

WHEREAS, In order to protect the public health, safety and general welfare of the citizens and residents of Columbia, it is necessary that an additional method of financing public improvements for urban-type services be granted and that Columbia be authorized to levy impact fees upon such developments, with the fees collected to be earmarked for the funding of such services necessitated by the new development; now, therefore,

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. This act shall be known and may be cited as "City of Columbia and Areas Served by the City of Columbia Impact Fee Act".

SECTION 2. As used in this act, unless a *different* meaning appears from the context:

- (a) "Governmental entity" means the incorporated City of Columbia.
- (b) "Governing body" means the governing body of the incorporated City of Columbia.
- (c) "Capital or public improvements" means the construction, building, replacement, extension or enlargement of any waterworks, water distribution system, sewer or sewerage system authorized by the governing body of the governmental entity; and includes any one (1) or more or any combination of these public improvements.
- (d) "Developer" means the person, corporation, partnership or other entity responsible for any new land development.
- (f) "Area in which urban type services are provided by the City of Columbia" means the areas provide sanitary sewer and/or potable water by the City of Columbia.
- (e) "Urban-type services" means sanitary sewer and potable water services.
- (g) "Public Improvements" means sanitary sewer and/or potable water.

SECTION 3. It is the intent and purpose of this act to grant to the Colombia governing body the authority to establish a regulatory procedure or system to collect fees from the developer of any new land development activity so as to require the developer to share in the burdens of growth by paying a *pro rata* share for the reasonably anticipated expansion cost of public improvements generated by the new land development activity.

SECTION 4. The governing body of the City of Columbia may perform or order the construction, building, replacement, extension or enlargement of any capital or public improvements and provide for the payment of the cost of any such public Improvements by levying and collecting an impact fee on new land development.

SECTION 5. When the governing body of Columbia determines to make any public improvement authorized by this act and defray the expense thereof by an impact fee, the governing body shall adopt an ordinance to so declare by stating the nature of the proposed public improvement. The ordinance shall establish the portion of the expense to be paid by the impact fee, the manner in which the impact fee shall be made and when the impact fee is to be paid. The governing body shall establish an impact fee formula that requires the developer to pay an impact fee that does not exceed a *pro rata* share of the reasonably anticipated cost for the public improvements created by the new land development activity.

SECTION 6. The governing body shall provide a schedule and method for the payment of the fees in a manner appropriate to the particular circumstances of the proposed new development. The ordinance may not require the payment of an impact fee before a building permit is issued. The governing body shall require security ensuring payment of the fees subsequent to the issuance of a building permit. The security may be in the form of a cash bond, security bond, an irrevocable letter of credit or a lien or mortgage on the lands to be covered by the building permit.

SECTION 7. The impact fees collected by the City of Columbia pursuant to this act shall be kept in a separate fund from other revenue of the governmental entity. Funds collected by impact fees shall be used for the acquisition, expansion and development of the capital or public improvements for which they were collected and shall be withdrawn and expended as may be designated by ordinance of the governing body.

SECTION 8. The provisions of this act shall in no manner repeal, modify or interfere with the operation of any general abutting property law or any specie/ or local assessment or abutting property law enacted for the benefit of the City of Columbia. This act shall be deemed to create an additional and alternative method for the City of Columbia to collect fees for the purpose of defraying the costs of capital or public improvements.

SECTION 9. If any word, phrase, sentence, paragraph or other provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other word, phrase, paragraph or other provision or application of this act which can be given effect without the invalid provision or application, and to that end the provisions of this act are declared to be severable.

SECTION 10. This act shall have no effect unless it is approved by two-thirds (2/3) vote of the city council of the City of Columbia. Its approval or nonapproval shall be proclaimed by the mayor of the city council and certified to the Secretary of State.

SECTION 11. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective upon being approved as provided in Section 10.

PASSED: April 20, 1994


JOHN S. WILDER,
SPEAKER OF THE SENATE


JIMMY NAIFEH, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 9 day of May 1994



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Melissa Sanders, Planning Associate, msanders@columbiatn.com, 931-560-1560

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4455 - AN ORDINANCE AMENDING THE PLANNING AND ENGINEERING FEES OF THE CITY OF COLUMBIA, TENNESSEE AND ESTABLISH APRIL 13, 2023 AS THE DATE OF PUBLIC HEARING

RECOMMENDATION: Approve Ordinance No. 4455 on first consideration and establish April 13, 2023 as the date of Public Hearing.

INFORMATION: Periodically, the City will establish or update development fees to help defray costs incurred including notices, mailings, multiple staff reviews, reports and processes. The last update to development planning fees was in 2017. The Planning Commission reviewed the request to update the fees and recommended unanimous approval at the February 8, 2023 meeting.

**AN ORDINANCE AMENDING PLANNING AND ENGINEERING FEES OF
THE CITY OF COLUMBIA, TENNESSEE.**

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

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

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

WHEREAS, on the 8th day of February, 2023, the Planning Commission reviewed and recommended specific changes, in accordance to Section 8.5.4.C.3 of the Zoning Ordinance regarding development fees. Proposed fee schedules as identified in Exhibit “A” are attached hereto and incorporated herein for reference. Said recommendation is being considered after a public hearing held on the 13th day of April, 2023, notice of which was published in the Daily Herald of Columbia fifteen (15) days or more prior to said meeting; and

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF

COLUMBIA, TENNESSEE, this the 13th day of April, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____

PLANNING FEE SCHEDULE
Payable upon Submission of Application
Non-refundable Except as Provided in Refund Policy

Comprehensive Plan Amendment (Must Accompany a Request for Rezoning)

Submittal Fee	\$ 300
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Annexation with CD-3L Base Zoning

Submittal Fee (10 acres or less); plus	\$ 300
Next 90 acres or fraction thereof	\$20/acre
All over 100 acres or fraction thereof	\$3/acre
Additional Advertising and Processing Fee; plus	\$ 145
Mailing and Processing Fee	\$9/adjacent parcel

Zoning Amendment (§8.5.19)

Map Amendment (Rezoning)

Submittal Fee (10 acres or less); plus	\$ 450
Next 90 acres or fraction thereof; plus	\$30/acre
All over 100 acres or fraction thereof; plus	\$5/acre
Additional Advertising and Processing Fee; plus	\$ 145
Mailing and Processing Fee	\$9/adjacent parcel

Planned Unit Development (§8.5.21)

Preliminary Development Plan

Submittal Fee (PUD-R and PUD-MU); plus	\$ 500
PUD-R and PUD-MU; and/or	\$25/dwelling unit
PUD-MU (non-residential acreage)	\$50/acre
Additional Advertising and Processing Fee (Preliminary Master Plan); plus	\$ 145
Mailing and Processing Fee	\$9/adjacent parcel

Final Development Plan

PUD-R	\$ 250
PUD-MU	\$ 300
Additional Advertising and Processing Fee (Final Master Plan); plus	\$ 70
Mailing and Processing Fee	\$9/adjacent parcel

Revision of a Master Plan requiring Planning Commission Approval; plus	100% of original fee
Additional Advertising and Processing Fee (Final Master Plan); plus	\$ 70
Mailing and Processing Fee	\$9/adjacent parcel



Heavy Manufacturing Permit (§8.5.22)

Submittal Fee	\$ 300
Additional Advertising and Processing Fee; plus	\$ 145
Mailing and Processing Fee	\$9/adjacent parcel

Site Development Plan (§8.5.6)

New Multi-Family Residential Sites, Buildings, and Additions

Submittal Fee; plus	\$ 500
Residential Units; plus	\$10/unit
Additional Advertising and Processing Fee	\$ 70.00

New Non-Residential and/or Mixed-Use Sites, Buildings, and Additions

Submittal Fee; plus	\$ 500
First 10,000 square feet of all floor area; plus	\$0.05/square foot
All floor area over 10,000 square feet; plus	\$0.02/square foot
Additional Advertising and Processing Fee	\$ 70.00

Development Plan submitted with Preliminary Plat \$10/unit

Administrative Development Plan Approval (§8.5.6.R) \$500

Revision of Plan Requiring Planning Commission Approval (§8.5.6.D.3); plus 50% of original fee
Additional Advertising and Processing Fee \$ 70.00

Renewal of Expiring Site Plan without Changes (§8.5.6.D.1-2)¹ 100% of original fee
Additional Advertising and Processing Fee \$ 70.00

Board of Zoning Appeals (§8.5.16/8.5.17)

Appeal Of Planning Department Determination ²	\$ 300
Zoning Variance Owner-Occupied Residential	\$ 200
Zoning Variance	\$ 400
Conditional Use	\$ 300
Additional Advertising and Processing Fee; plus	\$ 35
Mailing and Processing Fee	\$9/adjacent parcel

Architectural Design Reviewed Team (§8.5.15)

Design Review for Planned Unit Development	\$ 150
Design Review for structures in Special Districts (SD-LI, SD-HI, SD-INT)	\$ 100
Additional Advertising and Processing Fee	\$ 35
No-Show Deferrals/Multiple Reviews	\$35

¹ Paid with building permit or site construction plan review, as applicable. Per unit/sq. ft. fee and advertising fees apply when Zoning Administrator refers application to Planning Commission.

² Refunded if the BZA finds in favor of the applicant.

Historic Zoning Commission (§8.5.13)

Non-Residential/Non-Owner-Occupied Residential/Signs	
Certificate of Appropriateness - Commission; plus	\$ 150
Additional Advertising and Processing Fee	\$ 35
Certificate of Appropriateness - Administrative	\$ 75
Owner-Occupied Residential	
Certificate of Appropriateness - Commission	\$ 25
Additional Advertising and Processing Fee	\$ 35
Certificate of Appropriateness - Administrative	No Charge
After the Fact Request for Certificate of Appropriateness/Multiple Reviews ³	\$300

Subdivision (§8.5.24 and SubRegs)

Minor Subdivisions	
Referred to Planning Commission Approval ⁴	\$ 500
Staff-Approved	\$ 250
Preliminary Plat (Must Accompany a Development Plan)	
Submittal Fee; plus	\$ 500
Per Lot; plus	\$ 25
Final Plat	
Submittal Fee	\$ 500
Per Lot	\$ 25

Zoning Fees

Zoning Verification Letter Basic	\$ 50
Zoning Verification Letter Detailed / Zoning Administrator's Determination	\$ 75
Home Occupation Permit	\$ 25
Mobile Vending Permit	\$ 50
Receipt of Plans Conforming to PUD or Site Development Plan	\$ 100
Engineering/Planning Reinspection ⁵	\$ 50
Zoning Compliance - Residential ⁶	\$ 100
Zoning Compliance - Commercial/Industrial ⁴	\$ 300

³ This fee applies to all requests for approval for work already completed as well as requests which follow a Stop Work order. The fee also applies to second and subsequent requests to revise previous Commission-level approvals. The Zoning Administrator may charge the regular application fee in cases of bona fide hardship.

⁴ Referred at the discretion of the Zoning Administrator or City Engineer. Fee may be reduced to \$250 at the discretion of the Zoning Administrator or City Engineer when minimal additional staff time is required to process the request.

⁵ If associated with Preliminary Plat, Site Plan, PUD or other PC, BZA, HZC, Design Review

⁶ Paid with building permit.



Additional Fees

Preapplication Meeting ⁷	\$ 225
Additional Advertising and Processing Fee for Items Deferred at Applicant's Request (when item has already been advertised) ⁸ ; plus	\$ 35
Mailing and Processing Fee	\$9/adjacent parcel
Additional Fees for Multiple Technical Reviews ⁹	50% of original fee
Technology Fee	\$20

Refund Policy

All advertising and processing fees are non-refundable.

All mailing fees are non-refundable.

Fees for Planning Commission items may be refunded, less a \$100 processing fee if the applicant withdraws the application at least twenty-four hours prior to the meeting of the Development Review Committee when the request is scheduled for its first technical review. Fees for Planning Commission items are non-refundable at any later point.

Fees for Board of Zoning Appeals may be refunded, less a \$50 processing fee if the applicant withdraws the application at least seven days prior to the scheduled meeting. Fees for Board of Zoning Appeals items are non-refundable at any later point.

Fees for Historic Zoning Commission items may be refunded if the applicant withdraws the application at least seven days prior to the scheduled meeting. Fees for Historic Zoning Commission items are non-refundable at any later point.

Fees for Architectural Design Review Team items may be refunded if the applicant withdraws the application at least seven days prior to the scheduled meeting. Fees for Architectural Design Review Team items are non-refundable at any later point.

Zoning fees are non-refundable.

⁷ Only applies to proposed comprehensive plan amendments, zoning map or text amendments, planned unit developments, site plans approved by Planning Commission, and preliminary plats. Fee is only charged when the City Engineer, Fire Marshall, and Zoning Administrator (or their designees) are each in attendance. The fee may be waived at the discretion of the Director of Development Services. The fee may be credited to one subsequent related application for Planning Commission review received within six months of the meeting date.

⁸ Applies to items appearing before Planning Commission. May be waived at discretion of the Director of Development Services and/or the Planning Commission.

⁹ Applicable to Planned Unit Developments, Site Development Plan, and Preliminary Plats which the Zoning Administrator deems noncompliant after two reviews by the Development Review Committee (DRC), and to applications referred back to the DRC due to technical deficiencies. May be waived at discretion of the Director of Development Services and/or the Planning Commission.



Engineering Fee Schedule

Site Construction Plans Review and Land Disturbance Permit

Fee Amount	Fee Description
\$500	Land Disturbance Fee
\$200 per acre	Site Construction Plan Review and Inspection Fee
\$2 per LF	Roadway Inspection Fee

1. All fees are non-refundable.
2. Acreage is the total disturbed area rounded to the nearest whole number
3. Roadway inspection fees required for all public or private roadways including streets, thoroughfares, alleys, and internal drives. \$50 fee per failure area.
4. Additional \$25 per acre for the fourth and subsequent reviews.

Mass Grading and Land Disturbance Permit

Fee Amount	Fee Description
\$500	Land Disturbance Fee
\$25 per acre	Site Construction Plan Review and Inspection Fee

1. All fees are non-refundable.
2. Acreage is the total disturbed area rounded to the nearest whole number.
3. Additional \$25 per acre for the fourth and subsequent reviews.

Driveways and Street Cut Permit

Fee Amount	Fee Description
\$100 / 50 LF	Street Cut Fee
\$100 / curb cut	Curb Cut/Driveway Fee

1. A \$5000 surety will be required for all street cuts.
2. Fees doubled for pavements less than 2 years old
3. Linear feet rounded up, multiples of 50.
4. Penalty: failure to obtain a street cut permit prior to commencing work will result in double fees
5. Driveways require a permit if not covered by an existing building permit
 - a. An apron is required for all drives (residential, commercial, and industrial).
 - b. A concrete apron is required on all curbed streets and;
 - c. An asphalt apron may be allowed on streets that are not curbed.

STAFF REPORT CONTACT INFORMATION

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 Planning Associate II
kmccarthy@columbiatn.com
 931-560-1560

DOCKET/CASE/APPLICATION NUMBER
N/A

APPLICANT/PROPERTY OWNER
Development Services

PUBLIC HEARING DATE
N/A

PROPERTY ADDRESS/LOCATION
N/A

Summary of Request

The current development review fee schedule has been in place for more than five years. During that time Columbia has experienced significant growth. Requests for development review have increased in both volume and complexity. Although the city has added capacity in the Development Services department, it continues to lag the level of professional review services provided by other Middle Tennessee communities experiencing similar growth rates.

In order to provide the professional services necessary to maintain the city's high standards for the built environment, it may be necessary to update the development review fee schedule. An updated fee structure will allow the city to provide more thorough analysis and increase the level of public engagement in the review process. Staff requests that the Planning Commission study the issue and make a recommendation to City Council. A proposed fee schedule is provided with this report (Attachment A).

Background

Prior to 2017, the city utilized a development review fee schedule adopted in 1987. In May of 2017, the Planning Commission directed staff to research whether fees remained adequate to offset the cost of development review.¹ Staff presented a proposed fee schedule to the Planning Commission in July of 2017. The Planning Commission recommended adoption. City Council approved the current fee schedule in September of 2017.²

Columbia's Peers Provide a Higher Level of Development Review Services

Development Services is composed of three divisions, two of which perform development review. The planning division currently consists of two planners who are members of the American Institute of Certified Planners (AICP), an additional planning associate, and an administrative assistant. The Engineering division is currently comprised of the City Engineer and the Assistant City Engineer, who are both licensed Professional Engineers (P.E.), as well as one inspector.

No Two Organizational Charts are the Same

It is difficult to make apples-to-apples comparisons of staffing levels across jurisdictions. While their counterparts in other jurisdictions are specialists, Columbia's development review staff are generalists. Nonetheless, it is possible to identify roughly equivalent staff positions who perform or support planning

and engineering functions across municipalities. For example, Murfreesboro employs staff engineers in both the Planning & Zoning Department and the Engineering Department who perform similar functions to the professionals in the engineering division within Columbia's Department of Development Services.³ Many of the zoning administration tasks performed by planners in Columbia (e.g. issuing permits for signs and food trucks), are carried out by technicians in Murfreesboro's Building & Codes Department.⁴ Several cities utilize dedicated zoning enforcement officers (e.g. Hendersonville, Gallatin, and Franklin).⁵ A few other cities in the area have planning positions which are wholly or partly dedicated to long-range planning, design review, and historic preservation (e.g. Franklin and Clarksville).⁶ Similarly, some jurisdictions separate the functions of subdivision review, storm water management, access management, and capital planning that are performed by Columbia's engineering division. Many cities have dedicated GIS (Geographic Information Systems) technicians. In Columbia, planning related GIS functions are performed by planners and engineers.

Columbia Lags Peer Cities' Staffing Levels for Planning & Engineering

Table 1 compares the population and staffing levels of five municipalities of comparable size in Middle Tennessee. Columbia is the second fastest growing city in the quintet, trailing only Gallatin. The other cities all have slower rates of growth. However, each of the other cities maintains higher levels of professional and administrative staff to support development review. Columbia's planning and engineering divisions provides 0.16 full time positions per one thousand residents. The next lowest ratio, Hendersonville, is 0.21 positions per one thousand residents, more than 30% greater than Columbia. Within the quintet, Gallatin and Columbia are the outliers. Cookeville, Hendersonville, and Brentwood each utilize development review staffing ratios between 0.20 and 0.30 positions per one thousand residents.

Table 1 – Equivalent Professional Services for Middle Tennessee Jurisdictions

	2021 Population	2010 Population	Annualized Rate of Growth	Planning & Eng. Staff	P&E Staff Per 1,000 pop
Cookeville ⁷	35,138	30,435	1.4%	10	0.28
Gallatin ⁸	46,902	30,278	5.0%	22	0.47
Hendersonville ⁹	62,257	51,372	1.9%	15	0.24
Brentwood ¹⁰	45,491	37,060	2.1%	11	0.24
Columbia	43,340	34,681	2.3%	7	0.16

Table 2 compares the physical expansion of the same five cities between the two most recent decennial censuses. Again, Columbia is the second fastest growing city in the quintet, this time trailing only Cookeville. The disparity emphasizes the strain on staff in the engineering division. While Columbia has begun to transition to infill development, it continues horizontal expansion that requires the design

review and inspection of new roads, sidewalks, and stormwater facilities. It also requires the calculation and tracking of financial sureties provided by developers.

Table 2 – Physical Expansion of Middle Tennessee Jurisdictions¹¹

	2010 Square Miles	2020 Square Miles	Expansion	Planning & Eng. Staff	P&E Staff Per 1,000 pop
Cookeville	32.6	35.7	9.5%	10	0.28
Gallatin	31.2	32.1	2.9%	22	0.47
Hendersonville	31.3	31.4	0.3%	13	0.21
Brentwood	41.1	41.1	0.0%	11	0.24
Columbia	31.54	33.10	4.9%	7	0.16

Review Fees Fund Development Services

Greater than 100% Cost Recovery in 2021-22

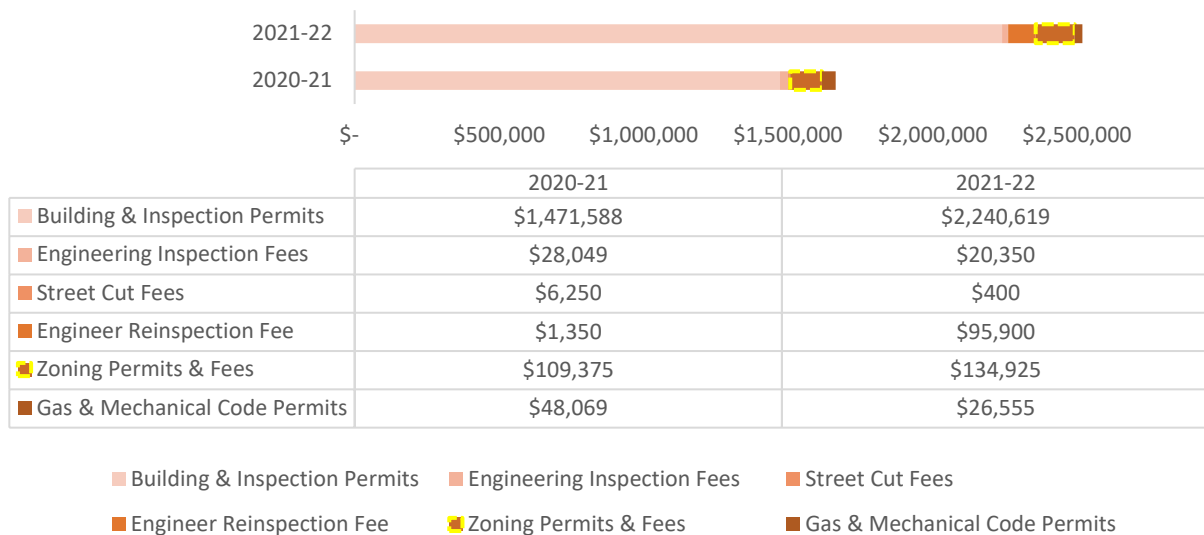
Unlike many government services, development review generates revenue which provides at least partial cost recovery. In Fiscal Year 2020-21, the Department of Development Services collected fees and pass-through revenue which offset 98% of the expenses generated by the department.¹² The following year, the department generated revenues significantly in excess of its expenses (**information subject to final audit signoff**).¹³ As shown in Chart 1 below, the lion's share of the revenue is generated in the last stages of development through permitting and inspection fees collected by the building and codes division. Some of that fee revenue pays for reviews performed by planning & zoning staff. The level of cost recovery is much lower for front-end development review.

Development Review Generates Greater Expenses but Contributes Smaller Share of Revenue

When developers and other applicants request reviews by the Planning Commission and the Board of Zoning Appeals, they pay a fee to the City Recorder. The recorder's office codes these payments as Zoning Permits & Fees, outlined in yellow on Chart 1.¹⁴ Zoning Permits & Fees accounts for just 5.4% of the department's revenue. The account also includes some fees for administrative review (e.g. mobile vending permits). No fee is charged for review by the Architectural Design Review Team or the Historic Zoning Commission. There is also no fee for preliminary analyses in the form of zoning verification letters, consultation with applicants, or repeated technical reviews resulting from deficient submittals.

As detailed below, most of the expenses generated by the engineering and planning divisions relate to analysis and administrative support for deliberative bodies engaged in development review. The department's ability to cover its expenses without burdening other sources of revenue results more from lean operations than a robust fee schedule.

Chart 1 – Department of Development Services Revenues¹⁵



Cost Recovery: What Development Review Fees Provide

The zoning ordinance provides for the establishment of fees to defray the cost of processing applications for development review.¹⁶ The cost of development review generally falls into three categories: 1) human resources in the form of professional services, 2) publication and other administrative costs, 3) general overhead and software costs.

Review Fees Offset the Cost of Professional Services

The Department of Development Services provides administrative and staff support to four deliberative bodies on an ongoing basis.

- The Planning Commission reviews all proposals for annexation, entitlement, and subdivision of land in the city.¹⁷
- The Board of Zoning Appeals (BZA) is a quasi-judicial body that hears all requests for variances from the standards of the ordinance as well as requests to establish conditional uses.¹⁸ The BZA also hears appeals of administrative decisions.
- The Historic Zoning Commission (HZC) is responsible for approving all construction or rehabilitation within Columbia's five historic districts. It also maintains the city's status as a Certified Local Government.¹⁹
- The Architectural Design Review Team functions as Columbia's design review commission and ensures the aesthetic quality of all structures in special districts and planned unit developments.²⁰

Professional and Administrative Services Drive the Review Cycle

Professional and administrative services comprise the primary cost of supporting the work of the deliberative bodies. Each month staff receives and processes applications for development review. The Zoning Administrator and City Engineer evaluate each application for completeness. This often requires timely correspondence with applicants to correct minor deficiencies.

After reviewing applications for completeness, the planning and engineering divisions perform a thorough technical review. Development Services staff then conduct the monthly Development Review Committee (DRC) meeting. The DRC is comprised of staff from various public service providers who provide technical comments on all requests before they are presented to Planning Commission.²¹ Administrative staff compile the technical comments of all reviewers and transmit comment letters to applicants. Staff receives resubmittals, along with new submittals for the next cycle.

Columbia Invests Staff Time Informing the Public and Satisfying Legal Requirements

Administrative staff create and publish the agendas for all meetings of the DRC and the four deliberative bodies. There are at least six of these public meetings each month. This work occurs concurrently with the review cycle. In addition to meeting publication deadlines, staff post signs on properties subject to development review and send certified letters to all adjacent property owners. The same administrative staff prepare minutes for each meeting. They also publish audio and video recordings of the meetings to the city's website. During 2022, the workload associated with these tasks was greatly increased by frequent requests to defer and modify proposals appearing on already published agendas. In an effort to increase public access and match the professionalism of peer cities, Development Services began to post all application materials to the web during 2022. This also increased the administrative workload.

Professional Analysis, Review, and Coordination is Expansive

Development Services provides other review services. The City Engineer and City Planner/Zoning Administrator, as well as other staff by delegation, perform a wide range of administrative review and enforcement tasks. Other key personnel, including the Fire Marshall and Chief Building Official often devote considerable time consulting on current planning reviews. Development Services is aided by staff from the Wastewater department, Public Works and other city departments.

Staff conducts at least one pre-application meeting for each item which may appear before the four deliberative bodies. Most weeks, the entire planning division and at least one-third of the engineering division devote a full working day to these conferences. In addition to these formal meetings, planning and engineering staff respond to an ongoing torrent of correspondence from applicants and potential applicants. In the days before deadlines and meeting dates, each member of the planning staff responds to dozens of complex questions. The same professionals simultaneously manage a near continuous flow of phone calls and walk-ins from the general public.

Unlike many municipalities of Columbia's size and complexity, professional planning and engineering staff review each individual building permits and perform follow-up inspections. Planning staff also perform inspections related to beer permit applications and draft zoning verification letters, for which no fees are collected.

Development Review Requires Specialized Software

Effective development review requires specialized software. As development reviews become more sophisticated, the Department of Development Services must acquire and maintain licenses for specialized applications:

- ArcGIS geographic information systems software used to create and publish maps;
- AutoCAD and InfraWorks used by the engineering division to visualize the design infrastructure;
- Bluebeam to review digital plan sets; and
- Land Management Software (LAMA) to provide an online permitting portal and tracking system.

As the volume and complexity of development proposals increases, additional software is needed to facilitate transparency and public access. The city recently acquired a subscription to CivicClerk, an agenda management platform. Using this platform, staff can more easily post the large volume of documents submitted for review by deliberative bodies. This allows immediate public review. CivicClerk will also allow live streaming of meetings and make recordings of past meetings more accessible to the public.

These applications are indispensable for high quality transparent development review. However, they also generate costs which are recovered through development review fees.

Fees Charged by Peer Cities

Columbia generally charges less than peer cities for comparable levels of review. The tables in this section list the review fees charged by cities across Middle Tennessee.

- Table 4 includes the fees associated with zoning entitlements and subdivisions. This includes annexations, comprehensive plan amendments, and current planning reviews by the Planning Commission. Staff has identified the most equivalent processes and units of measurement. Each jurisdiction calculates fees in its own way. For example, some cities charge a flat fee for a rezoning request while others charge an incremental per acre fee. Some charge a submittal fee plus an incremental fee up to a certain threshold. A few of the cities listed on the table do not have formal processes for comprehensive plan amendments or for planned unit development. The phrase “site plan,” and the associated level of review varies widely. These differences are explained in the notes which follow the table. Chart 2 depicts the fees charged by the same jurisdictions to review a 120-lot subdivision from concept through final plat.
- Table 5 includes the fees for quasi-judicial review by the Board of Zoning Appeals. This includes variances, conditional use requests (sometimes referred to as a special exception or use by appeal), and appeals of administrative determinations.
- Tables 6.a and 6.b shows the fees charged by certified local governments in Middle Tennessee with an active formal process of reviewing requests for certificates of appropriateness by a historic zoning commission (referred to as Historic Preservation Commission or Common Design Review Board in some of the jurisdictions presented).

Identification of Peer Cities

The cities in Table 4 are similar to Columbia in location, character, and population. All seven of the peer cities are located in Middle Tennessee. Five of them, Brentwood, Gallatin, Mt. Juliet, Smyrna, and Spring Hill are within 30% of Columbia's population. Staff identified two other cities meeting the population criterion. However, it was not possible to obtain information needed to compare fees and review processes. Hendersonville, which is larger than the other cities, and Shelbyville, which is less populous, were selected as replacements.

There are fifty certified local governments (CLGs) in Tennessee. Excluding, Nashville and Columbia, sixteen are located in Middle Tennessee. Staff obtained information from nine of them pertaining to fees charged for certificate of appropriateness (CoA) requests.²²

Table 4 – Development Review Fees

	Columbia	Brentwood²³	Gallatin²⁴	Mt. Juliet²⁵	Smyrna²⁶	Spring Hill²⁷	Hendersonville²⁸	Shelbyville²⁹
Annexation with Default Zoning	\$300	\$1,000	\$500	\$100	\$500	\$100	NOTES	\$275
Annexation with Default Zoning > two acres	N/A	N/A	N/A	N/A	N/A	\$300	N/A	\$275
Annexation with Default Zoning > 25 acres	N/A	N/A	N/A	\$200	N/A	N/A	N/A	\$275
Comprehensive Plan Amendment	\$200	N/A	\$500	\$250	N/A	N/A	\$100	\$275
Zoning Text Amendment	\$200	N/A	\$300	\$400	N/A	\$250	\$250	\$275
Rezoning ≤ 10 acres	\$300	\$1,000	\$300	\$500	\$500	\$500	\$500	\$275
Rezoning > 10 acres	\$500	NOTES	NOTES	NOTES	\$500	\$500	NOTES	\$275
Site Plan Review Base	\$200	\$350	\$150	\$500	\$400	\$425	\$150	\$250
Site Plan Review add'l Per Residential Unit	\$5	N/A	N/A	N/A	N/A	\$10	\$10	NOTES
Site Plan Review add'l Per SF of Gross Floor Area	N/A	N/A	N/A	N/A	N/A	\$0.02	NOTES	NOTES
Site Plan Review add'l Per Acre	N/A	\$50	\$10	\$100	N/A	N/A	N/A	NOTES
Zoning Verification Letter	\$0	\$0	\$50	\$25	\$0	\$75	\$25	\$25
Minor Subdivision	\$125	\$350	\$300	\$200	NOTES	\$350	\$75	\$325
Preliminary Plat Submittal	N/A	\$350	\$300	\$500	\$400	\$425	\$150	\$325
Preliminary Plat - Per Lot	\$20	\$50	\$5	\$25	\$75	\$20	\$5	\$50
Final Plat - Submittal	N/A	\$350	\$300	\$200	\$200	\$350	\$150	\$325
Final Plat - Per Lot	\$15	\$50	\$5	\$25	\$50	\$10	\$5	\$50
Preliminary Residential PUD Submittal	\$300	N/A	\$300	\$650	NOTES	\$500	\$500	NOTES
Preliminary Residential PUD Per Lot	\$5	N/A	NOTES	NOTES	NOTES	\$10	NOTES	NOTES
Preliminary Mixed Use PUD Submittal	\$300	N/A	\$300	\$650	NOTES	\$500	\$500	NOTES
Preliminary Mixed Use PUD Per Acre	\$50	N/A	NOTES	\$25	NOTES	N/A	NOTES	NOTES
Preliminary Mixed Use PUD Per SF of Gross Floor Area	N/A	N/A	N/A	N/A	NOTES	\$0.02	NOTES	NOTES

NOTES

Spring Hill

- Spring Hill charges a fee of \$150 - \$200 for extensions of expiring approvals.
- Spring Hill charges \$250 for a "lot split" minor subdivision; in that jurisdiction minor subdivision create four or fewer lots, the fee of \$350 is for 2 - 4 lots.
- Although Spring Hill does not charge for pre-application meetings, the structure is more formal. "Discovery" meetings are held with planning and engineering only. Engineering staff only attends when the project team's civil engineer also attends. A minimum of a "napkin drawing" is required to schedule a discovery meeting. Full pre-apps include the entire technical review team and require full plans for comment.³⁰
- For subdivisions of 25 lots or more, Spring Hill requires applicants to present a "Neighborhood Concept Plan" to Planning Commission for information and guidance before submitting a formal application for preliminary plat. The fee is \$300.³¹ A similar concept plan is required for PUDs;³² the fee is \$250.
- Spring Hill provides optional concept plan review prior to formal application for site plans;³³ the fee is \$225.

Smyrna

- Smyrna charges \$150 for concept plan review prior to review of a site plan.³⁴
- Smyrna charges roads, parks, and public safety impact fees at final plat.³⁵

Mt. Juliet

- Mt. Juliet charges \$250 per property owner for a FLUM amendment.³⁶
- Mt. Juliet charges the cost of fees for advertising and public notice for several processes. For example, annexation requests include a \$75 advertising fee. Rezoning requests require a \$50 advertising fee.
- For rezoning requests, Mt. Juliet charges \$500 for the first 5 acres. For the next 15 acres, there is a charge of \$20 per acre, up to a total of 20 acres. For requests of 20.01 - 100.0 acres, there is an additional charge of \$5 per acre. For larger requests, there is a fee of \$5 for each additional acre over 100 acres.
- Mt. Juliet charges the base submittal fee for site plan reviews up to 3 acres. The additional \$100 per acre fee is charged for each fraction of an acre up to \$3,000.

- Mt. Juliet offers pre-application meetings once per month and limits meetings to 30-minutes.
- Mt. Juliet charges \$50 for a zoning compliance letter.

Gallatin

- Gallatin charges additional fees if a special called meeting is required. For example, a special called BZA meeting requires an additional \$300 fee. The fee for a special called Planning Commission meeting is \$700.³⁷
- Gallatin charges \$300 for a rezoning application for a subject site of up to one acre. The fees increase based on the size of the property to be rezoned up to \$500 for properties greater than 100 acres.
- Gallatin charges \$300 for a planned development application plus \$50 per acre up to \$1,500.
- Gallatin charges \$300 for a minor subdivision plus \$5 per lot. A minor subdivision contains up to 5 lots under the subdivision regulations.

Brentwood

- Brentwood charges \$350 for site plan review within the city's hillside protection overlay.³⁸
- Brentwood's subdivision regulations refer to a preliminary plat as a preliminary plan. Minor subdivisions, under Brentwood's subdivision regulations, are those which do not involve new infrastructure.
- Brentwood allows a limited number of uses by special exception, the fees vary, but the most frequent, for a Bed and Breakfast, is \$200.
- Brentwood charges \$1,000 for rezoning requests up to 25 acres; \$2,000 for sites of 25 to 50 acres; \$3,000 for sites of 50 to 100 acres; \$4,000 for sites of 100 to 200 acres; and \$5,000 for sites greater than 200 acres.
- Brentwood rarely receives requests for FLUM amendments or zoning code text amendments. There is no established fee for these processes.
- Brentwood does not have a formal PUD process. Some developments require planning commission approval of a commercial master plan prior to preliminary plan submittal. The charge is \$350 plus \$50 per lot.³⁹
- Brentwood requires BZA approval of accessory structures greater than 225 square foot. The charge is \$250.
- Brentwood returns the \$250 fee for appeal of an administrative decision if the applicant prevails.⁴⁰

Hendersonville

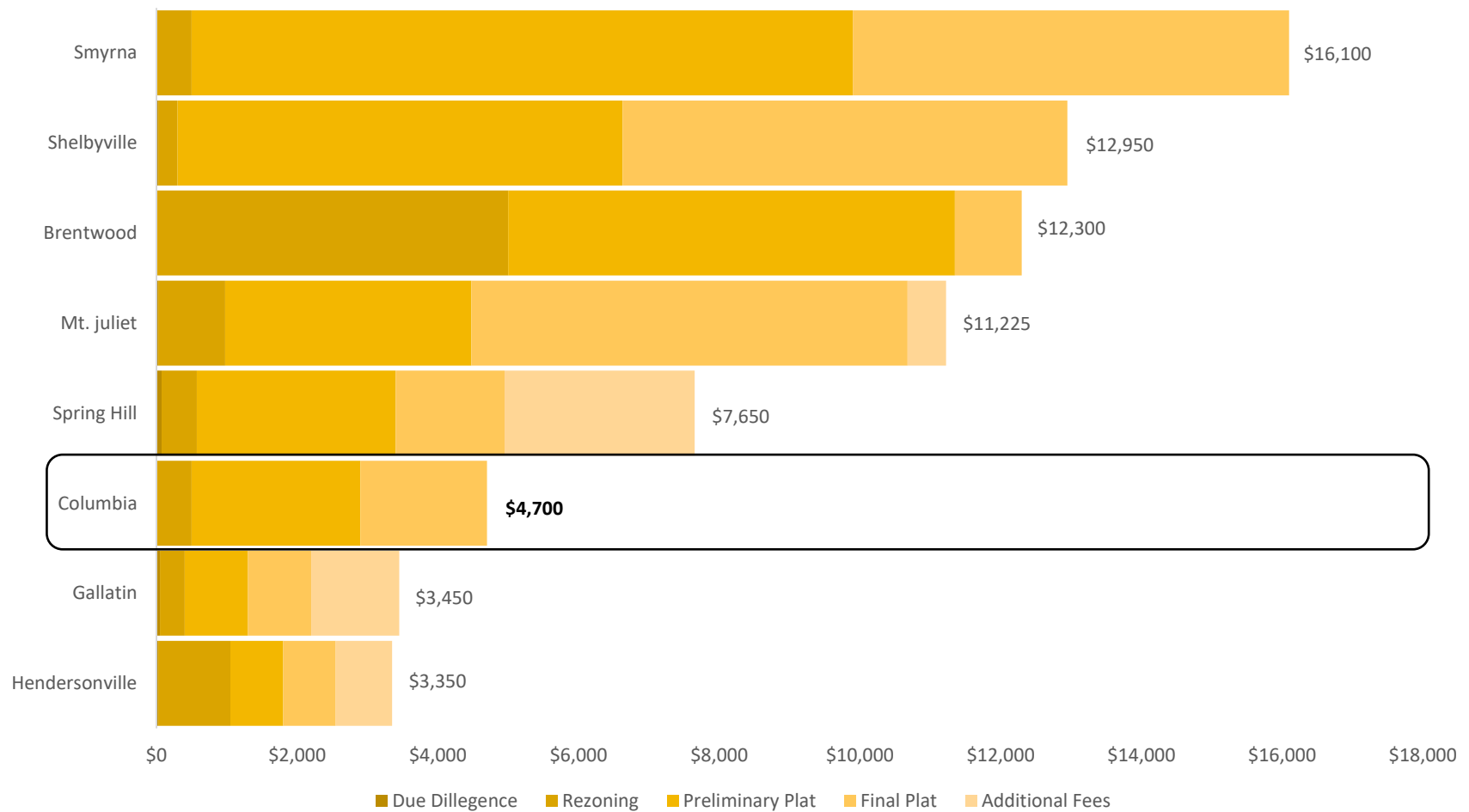
- Hendersonville does not charge a separate fee for annexation requests.⁴¹

- Hendersonville charges a \$100 submittal fee for commercial site plan review, plus \$0.05 per square foot for the first 10,000 square feet, \$0.02 per square foot for the next 90,000 square feet, \$0.01 per square foot over 100,000 square feet.⁴²
- Hendersonville charges a \$50 submittal fee for miscellaneous site plan reviews (New Accessory Commercial, Industrial, Institutional, Multifamily Residential and/or Townhome Buildings, Canopies, Sheds, and Additions). There is an additional fee of \$0.05 per square foot of floor area.
- For site plans requiring design review, Hendersonville charges the same fees for design review as for a site plan. There is a minimum charge of \$250 and a maximum charge of \$1,000.
- Hendersonville charges design review fees for projects which do not require site plan approval. The fees range from \$25 - \$50 for color and lighting. For external modifications exceeding 20% of the appraised value of the structure to be improved, the fee is equal to 15% of the fee that would be charged for a site plan. Design review is performed by staff or by Planning Commission.⁴³
- Hendersonville charges a submittal fee of \$500 for a one acre rezoning plus \$25 per acre for the next 14 acres, \$5 per acre for the next 85 acres, and \$2 per acre for requests over 100 acres.
- Hendersonville charges \$150 for minor subdivisions referred to Planning Commission by staff.
- Hendersonville charges a \$500 submittal fee for a Preliminary PUD of 1 acre. There is an additional charge of \$25 per acre for the next 14 acres, \$10 per acre for the next 85 acres, and \$7 per acre for requests greater than 100 acres.
- Hendersonville charges a \$250 submittal fee for a Final PUD of 1 acre. There is an additional charge of \$10 per acre for the next 14 acres, \$5 per acre for the next 85 acres, and \$3 per acre for requests greater than 100 acres.
- Hendersonville allows up to four renewals of expiring plats. The charge is 50% of the original fee (25% for the 3rd and 4th extensions).

Shelbyville

- Shelbyville charges \$325 plus \$50 per lot for minor subdivision (5 lots or less with no road dedication or off-site improvements).⁴⁴
- Shelbyville does not currently charge for a pre-application meeting but is considering a revised fee schedule that will include a \$200 charge when the prospective applicant requests to meet with departments other than planning.⁴⁵
- Shelbyville charges \$250 for site plan review for proposals under 3 acres; \$300 for proposals between 3.01 and 10 acres; \$400 for proposals between 10.01 and 50 acres; and \$500 for proposals greater than 50 acres.
- Shelbyville charges \$150 per dwelling unit for residential PUD proposals of up to 15 units; the charge is \$100 per dwelling unit above 16 units. For commercial PUDs under 5,000 sf, Shelbyville charges \$300 per 1,000 square feet and \$200 per 1,000 square feet for proposals greater than 5,000 square feet. For Mixed Use PUDs, Shelbyville charges a combination of the commercial and residential PUD fees.
- Shelbyville is currently considering an additional charge for annexation requests.⁴⁶

Chart 2 –Review Fees to Bring a 50 Acre 120 Lot Development from Concept to Final Plat



Architectural Design Review Team

The process of architectural design review varies and is not identified in a separate table. Many cities appoint the planning commission to act as the design review commission. Sometimes the cost of this review is part of the underlying application, other times it is a separate fee. Although design review generates expenses in the form of technical review and public notice, Columbia does not charge a fee for these reviews.

- Hendersonville has the most precise fee structure for design review by planning commission. For most items the fee for design review ranges from \$250 to \$1,000.
- Clarksville-Montgomery County's Common Design Review Board is comprised of the regional planning commission plus four members of the public. The application fee is \$300.

Historic Zoning Commission Reviews

Administrative review, as well as staff support for the Historic Zoning Commission, consumes considerable staff time. Columbia does not charge a fee for these reviews. There is also no cost recovery mechanism for publication of agendas, mailing of notice, or posting of signs.

Table 5 below shows other CLGs in the region. Most of them do not charge a fee for the review. Three do charge for the review. Two of those, Clarksville and Murfreesboro are significantly larger than Columbia. Among these cities, Gallatin is most similar to Columbia in terms of physical size, character, and growth. Both cities are county seats that retain a historic core dating back to the early 19th century. Both have grown rapidly due to employment growth and comparatively high quality of life. They face similar challenges and opportunities related to historic preservation. Gallatin charges a modest fee to review CoA request. These fees partially offset the cost of the review.

Table 5 – Historic Zoning Review

	Signs	Administrative Review	HZC Review
Gallatin ⁴⁷	\$25	\$25	\$25
Clarksville/Montgomery County ⁴⁸	\$50	\$100	\$300
Murfreesboro ⁴⁹	\$150	\$75	\$150
Cookeville ⁵⁰	\$0	\$0	\$0
Franklin ⁵¹	\$0	\$0	\$0
Manchester ⁵²	\$0	\$0	\$0
McMinnville ⁵³	\$0	\$0	\$0
Sparta ⁵⁴	\$0	\$0	\$0
Lebanon ⁵⁵	\$0	\$0	\$0

Board of Zoning Appeals

Columbia charges lower fees than its peers for hearings before the BZA. In general, peer cities charge 25% - 50% more than Columbia. The city absorbs additional costs related to BZA for publication of notice and certified mail to adjacent property owners. These costs are compounded by frequent requests to defer items at BZA. For example, an applicant requested a hearing for a conditional use in June of 2022.

The case has appeared on the published agenda for seven consecutive months. Under the current fee schedule, the city must absorb the costs of publication, mailed notice, and additional staff time. Some of the peer cities have developed techniques for recovering costs associated with BZA hearings without shifting the burden to homeowners and genuinely aggrieved applicants.

Owner Occupied Residential Variances

Some jurisdictions in Middle Tennessee charge a reduced fee for variance requests from homeowners. Columbia currently charges the same fee for all variance requests.

Understandably, decision makers may hesitate to update a fee which may prove onerous to homeowners requesting relief from a bona fide hardship. Adopting a reduced fee for variance requests associated with owner-occupied homes may address this concern.

Appeals of Zoning Administrator's Determination

One of the peer jurisdictions charges an elevated fee to hear an appeal of an administrative decision. If the applicant prevails, and the BZA overturns the Zoning Administrator's interpretation of the zoning ordinance, the fee is refunded to the applicant. Adopting this approach could offset the cost of processing meritless appeals while shifting responsibility for administrative errors back onto the city rather than the impacted property owner.

Table 6.a – Board of Zoning Appeals Reviews

	Columbia	Brentwood	Gallatin	Mt. Juliet
Conditional Use	\$200	\$200	\$300	\$150
Variance (Residential)	\$200	\$250	\$300	\$100
Variance (Non-Residential)	N/A	\$250	\$300	\$300
Appeal of Admin. Decision	\$200	\$250	\$300	\$200

Table 6.b – Board of Zoning Appeals Reviews

	Smyrna	Spring Hill	Hendersonville	Shelbyville
Conditional Use	\$300	\$300	\$250	\$200
Variance (Residential)	\$300	\$100	\$250	\$200
Variance (Non-Residential)	N/A	\$300	\$250	\$200
Appeal of Admin. Decision	\$300	\$250	\$50	\$200

Publication Costs

As described in a previous section, tasks associated with public notice generate considerable expense in the form of staff time. Public notice also generates direct costs for the city. The Zoning Ordinance requires published notice for comprehensive plan amendments, text amendments, rezonings, design review, and all hearings before the BZA and Historic Zoning Commission. Posted signs are required for rezoning and heavy use permits. The Ordinance also requires notice of adjacent property owners by certified mail for six different review types. In keeping with best practices for facilitating public engagement, planning staff generally provide more notification than required by the Zoning Ordinance and Tennessee law. For example, planning staff place signs on properties associated with Historic Zoning Commission review. Planning staff also posts all meeting materials to the online agenda center.

Deferrals

Deferrals have become common for most reviews. Applicants request review before they are ready to appear before the deliberative bodies and then request deferrals. When applications do proceed with deficiencies, the deliberative bodies often defer the item to allow the applicant an opportunity to revise the proposal. This practice produces better outcomes. However, it requires further professional analysis and generates additional expense related to public notice and agenda management. The city can partially recover these costs by adding a fee for applicant-initiated deferrals and charging a new fee for post-technical review changes which require fresh analysis by staff.

Administrative Reviews & Inspections

Not all requests for review go before the deliberative bodies. Planning and engineering staff perform reviews which are primarily technical in nature. In addition, the planning division devotes significant staff time to basic zoning administration tasks. Columbia does not currently charge a fee for most of these services.

Zoning Verification Letters

Zoning verification letters consume considerable staff time. These requests vary in complexity and often require extensive research and analysis. Very often, the requests come from due diligence firms who charge their clients for the analysis they obtain from the City of Columbia for free. As shown in Table 7 below, Many of Columbia's peers charge a fee for this service. It costs the City of Columbia money to provide this service. Updating the fee schedule to include a charge for zoning verification letters will allow the city to partially recover this cost. During 2022, planning staff devoted more than 100 hours producing zoning verification letters. This work yielded zero revenue for the city. The neighboring jurisdiction would have recovered more than \$6,000 in costs associated with the same volume of requests.

Table 7 – Zoning Verification Letters

Jurisdiction	Fee
Columbia	\$0
Spring Hill ⁵⁶	\$75
Franklin ⁵⁷	\$50
Murfreesboro ⁵⁸	
Basic	\$25
Expedited	\$50
Detailed	\$100
Gallatin ⁵⁹	\$50
Hendersonville ⁶⁰	\$25
Lebanon ⁶¹	\$25
Mt. Juliet ⁶²	\$25
Nolensville ⁶³	\$50
Goodlettsville ⁶⁴	\$25
Shelbyville ⁶⁵	\$25

As-Approved Review

The planning and engineering divisions also expend resources confirming developments are actually constructed as approved. Design review, planned unit developments, conditional approval by the BZA, Historic Zoning Commission or Planning Commission, and site plan approvals all require follow up review and inspections. During later administrative reviews, considerable staff time is spent confirming that submitted plans match the approval of the deliberative bodies. At this point in the process there is a risk of overlooking modifications made by motion during the review by a deliberative body. A possible solution, utilized by some cities, is to require submittal of a post-approval “as approved” plan set reflecting all changes.

Multiple Re-inspections

Failure to comply with conditions of approval often leads to multiple inspections. While gathering information for this report, staff learned that other jurisdictions are experiencing the same challenges. Those cities are considering additional fees for multiple reviews and reinspection’s that result from deficiencies found in the initial inspection.⁶⁶

Proposed Fee Schedule

The proposed fee schedule is included as Attachment A. This fee structure would bring Columbia closer to its peers in the region. It also includes some critical cost recovery measures to ensure submittals which require repeated advertising and analysis do not burden other revenue sources. Over time, an updated fee schedule will enable the planning and engineering divisions to elevate the quality of services they provide and to expand public participation in the approval process. If adopted, the updated fee schedule will:

- Adjust fees to more closely match other Middle Tennessee jurisdictions;
- Reduce fees for homeowners seeking relief from the BZA;
- Add a cost recovery mechanism for design review and historic zoning reviews;
- Provide Development Services the discretion to recover the costs associated with multiple follow-up inspections and plan reviews,
- Provide Development Services the discretion to recover costs associated with particularly complex preapplication conferences;
- Add a cost recovery mechanism for applicant-requested deferrals and multiple reviews of deficient submittals;
- Provide a cost recovery mechanism for zoning verification letters; and
- Recover costs incurred for publication of notice and certified mail.⁶⁷

Limitations

Review Fees Recover Costs for Direct Professional Services Not Infrastructure Impacts

The scope of this analysis is limited to review fees. Many municipalities in Tennessee, including Columbia, levy impact fees or facilities fees. Impact fees are charges on new development, the proceeds of which flow to dedicated funds which must be used according to a capital improvement plan. Facilities fees are privilege taxes linked to the overall cost of providing public services. Proceeds may be directed to a general fund or to funds linked to specific services.⁶⁸ Both techniques are used to ensure “growth pays for growth” and that expansion of public services and infrastructure occurs concurrently with new development.⁶⁹ The terms are sometimes used interchangeably. Impact fees and facilities fees are generally charged on a per unit basis for residential development and on a square footage basis for non-residential development. Fees are collected at the time of building permit.

Other Communities Utilize Impact and Facilities Fees

Municipalities utilizing Mayor-Aldermanic (TCA § 6-2-201(15)) and City Manager-Council (TCA § 6-33-101) charters have the authority to impose these fees as necessary. Municipalities operating under private act charters, including Columbia, must obtain authorization from the General Assembly to assess such fees. The General Assembly did grant Columbia the authority to charge an impact fee in 1994.⁷⁰ That assessment is limited to funding water and sewer systems.⁷¹ After engaging Duncan Associates to study the issue, City Council authorized the collection for fees to fund wastewater and water improvements in 2021 and 2022.⁷²

This staff report does not address the marginal costs of providing public services related to growth. The fees discussed here are associated with the direct cost of reviewing requests for land entitlement, subdivision, and zoning permissions, as well as administering the zoning and access management ordinances. Appropriate review fees ensure that the applicants who generate these costs bear at least part of the expense for providing these professional services. However, several of the peer cities identified in the analysis utilize facilities fees which may lessen the strain on staff resources and lessen the imperative to recover costs through review fees. Accordingly, Attachment B is included for informational purposes.

¹ Minutes of May 2017, June 2017, and July 2017 Columbia Municipal Planning Commission.

² Ordinance 4160. City of Columbia. 2017.

³ Planning & Zoning Staff Directory. City of Murfreesboro. 2023. Accessed January 3, 2023. <https://www.murfreesborotn.gov/Directory.aspx?DID=20>; Engineering Staff Directory. City of Murfreesboro. 2023. Accessed January 3, 2023. <https://www.murfreesborotn.gov/126/Engineering>

⁴ Building & Codes Staff Directory. City of Murfreesboro. 2023. Accessed January 3, 2023.

<https://www.murfreesborotn.gov/Directory.aspx?did=25>

⁵ Planning Department Home Page. City of Hendersonville. 2023. Accessed January 3, 2023. <https://www.hvilletn.org/departments/planning>; Planning Department Home Page. City of Gallatin. 2023. Accessed January 3, 2023. <https://www.gallatintn.gov/301/Planning>; Building and Neighborhood Services Staff Directory. City of Franklin. 2023. Accessed January 3, 2023.

<https://www.franklintn.gov/government/departments-a-j/building-and-neighborhood-services/department-operations/building-and-neighborhood-services-staff>

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- ⁶ Planning & Sustainability Department Homepage. 2023. City of Franklin. Accessed January 6, 2023. <https://www.franklintn.gov/government/departments-k-z/planning-and-sustainability>; Staff Contacts. Clarksville-Montgomery Regional Planning Commission. 2023. Accessed January 6, 2023. <https://www.cmcrcpc.com/staff-contacts/>
- ⁷ Planning Department Staff Directory. City of Cookeville. 2023. Accessed January 3, 2023. <https://www.cookeville-tn.gov/directory.aspx?did=22>; Public Works Staff Directory. City of Cookeville. 2023. Accessed January 3, 2023. <https://www.cookeville-tn.gov/directory.aspx?did=25>
- ⁸ Planning Department Home Page. City of Gallatin. 2023. Accessed January 3, 2023. <https://www.gallatintn.gov/301/Planning>; Engineering Department Home Page. City of Gallatin. 2023. Accessed January 3, 2023. <https://www.gallatintn.gov/193/Engineering>
- ⁹ Planning Department Home Page. City of Hendersonville. 2023. Accessed January 3, 2023. <https://www.hvilletn.org/departments/planning>; Telephone Conversation with Planning Assistant for City of Hendersonville. December 27, 2022
- ¹⁰ Planning & Codes Department Home Page. City of Brentwood. 2023. Accessed January 3, 2023. <https://www.brentwoodtn.gov/departments/planning-codes>; Telephone Conversation with Senior City Planner for City of Brentwood. December 16, 2022; Email from Planner II for City of Brentwood. December 20, 2022.
- ¹¹ U.S. Census Bureau, TIGER/Line Shapefiles. U.S. Census Bureau. 2020. Accessed via U.S. Census Bureau Quick Facts on January 3, 2023.
- ¹² Annual Budget 2021-22 Fiscal Year. City of Columbia. 2021. Accessed December 15, 2022. <https://www.columbiatn.com/ArchiveCenter/ViewFile/Item/120>
- ¹³ Annual Budget 2020-2021 Fiscal Year. City of Columbia. 2021. Accessed January 3, 2023. <https://www.columbiatn.com/ArchiveCenter/ViewFile/Item/47>; Email from Assistant Director of Finance for City of Columbia. December 19, 2022.
- ¹⁴ Email from Assistant City Recorder for City of Columbia. December 20, 2022.
- ¹⁵ Annual Budget 2021-22 Fiscal Year. City of Columbia. 2021. Accessed December 15, 2022. <https://www.columbiatn.com/ArchiveCenter/ViewFile/Item/120>; Annual Budget 2020-2021 Fiscal Year. City of Columbia. 2021. Accessed January 3, 2023. <https://www.columbiatn.com/ArchiveCenter/ViewFile/Item/47>
- ¹⁶ Section 8.5.4.C.3 of Ordinance 4400 and § 13-4-102 of the Tennessee Code Annotated authorizes the collection of fees for the purposes of carrying on municipal planning functions.
- ¹⁷ The current planning responsibilities of the Planning Commission are established at TCA § 13-4-104 and 13-4-302 and § 8.3.3 of the Zoning Ordinance.
- ¹⁸ The BZA is created under TCA § 13-7-205 and § 8.3.4 of the Zoning Ordinance.
- ¹⁹ The HZC is created under TCA § 13-7-403 and § 8.3.5 of the Zoning Ordinance. Certified Local Government status makes the community eligible for funding and technical assistance from the state and federal government related to historic preservation.
- ²⁰ The Architectural Design Review Team is authorized by TCA § 6-54-133 and § 8.3.6 of the Zoning Ordinance.
- ²¹ The Development Review Committee (fka Technical Committee) is established by § 8.3.7 of the Zoning Ordinance.
- ²² Hohenwald, Gainesboro, Lynchburg/Moore County, Lawrenceburg and Mount Pleasant did not respond to requests for information. Staff will update this report when additional information is received.
- ²³ Planning Commission 2023 Schedule of Fees. City of Brentwood. 2023. Accessed January 6, 2023 <https://www.brentwoodtn.gov/home/showpublisheddocument/6999/638066317769100000>
- ²⁴ Fee Schedule. City of Gallatin. 2019. Accessed December 12, 2022. <https://www.gallatintn.gov/DocumentCenter/View/1348/Fee-Schedule-PDF>
- ²⁵ Submittal Fees. City of Mt. Juliet. 2013. Accessed December 12, 2022. <https://www.mtjuliet-tn.gov/DocumentCenter/View/263/Planning-and-Zoning-Submittal-Fees-v118-PDF>

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- ²⁶ Telephone Conversation with Planning Manager for Town of Smyrna. December 21, 2022; Land Development in Smyrna. Town of Smyrna. 2018. Accessed December 12, 2022.
<https://www.townofsmyrna.org/home/showpublisheddocument/10682/636567992411500000#page=54>
- ²⁷ Planning Department Fee Schedule. City of Spring Hill, 2019. Accessed December 12, 2022.
<https://www.springhilltn.org/DocumentCenter/View/4708/Fee-Schedule>.
- ²⁸ Planning Department Fees. City of Hendersonville. 2013. Accessed December 12, 2022.
<https://www.hvilletn.org/home/showpublisheddocument/7246/637164280187900000>; Telephone Conversation with Planning Assistant for City of Hendersonville. December 27, 2022
- ²⁹ Fee Schedule. City of Shelbyville. 2022. Accessed December 27, 2022.
https://cms9files.revize.com/shelbyvilletn/New%20Fee%20Schedule_Exhibit%20A.pdf; Email from Director of Planning and Community Development for City of Shelbyville. December 27, 2022.
- ³⁰ Telephone Conversation with Senior Planner and Associate Planner for City of Spring Hill. December 20, 2022.
- ³¹ Unified Development Code. City of Spring Hill, 2018, § 17.7.B.
- ³² Unified Development Code. City of Spring Hill, 2018, § 13.5.E.3.
- ³³ Unified Development Code. City of Spring Hill, 2018, § 13.6.D.2.
- ³⁴ Telephone Conversation with Planning Manager for Town of Smyrna. December 21, 2022.
- ³⁵ Telephone Conversation with Planning Manager for Town of Smyrna. December 21, 2022.
- ³⁶ Submittal Fees. City of Mt. Juliet. 2013. Accessed December 12, 2022. <https://www.mtjuliet-tn.gov/DocumentCenter/View/263/Planning-and-Zoning-Submittal-Fees-v118-PDF>
- ³⁷ Fee Schedule. City of Gallatin. 2019. Accessed December 12, 2022.
<https://www.gallatintn.gov/DocumentCenter/View/1348/Fee-Schedule-PDF>; Email from Assistant City Planner for City of Gallatin. December 20, 2022.
- ³⁸ Telephone Conversation with Senior City Planner for City of Brentwood. December 16, 2022.
- ³⁹ Telephone Conversation with Senior City Planner for City of Brentwood. December 16, 2022; Planning Commission 2023 Schedule of Fees. City of Brentwood. 2023. Accessed January 6, 2023.
<https://www.brentwoodtn.gov/home/showpublisheddocument/6999/638066317769100000>
- ⁴⁰ Email from Planner II for City of Brentwood. December 20, 2022.
- ⁴¹ Telephone Conversation with Planning Assistant for City of Hendersonville. December 27, 2022
- ⁴² Planning Department Fees. City of Hendersonville. 2013. Accessed December 12, 2022.
<https://www.hvilletn.org/home/showpublisheddocument/7246/637164280187900000>
- ⁴³ Zoning Ordinance 2022-13. City of Hendersonville. 2022. § 4.7.3C2a-d, pp. 49-50; Zoning Ordinance 2022-13. City of Hendersonville. 2022. Accessed December 22, 2022.
<https://www.hvilletn.org/home/showpublisheddocument/13041/637946017439200000>; Telephone Conversation with Planning Assistant for City of Hendersonville. December 27, 2022
- ⁴⁴ Fee Schedule. City of Shelbyville. 2022. Accessed December 27, 2022.
https://cms9files.revize.com/shelbyvilletn/New%20Fee%20Schedule_Exhibit%20A.pdf
- ⁴⁵ Email from Director of Planning and Community Development for City of Shelbyville. December 27, 2022.
- ⁴⁶ Email from Director of Planning and Community Development for City of Shelbyville. December 27, 2022.
- ⁴⁷ Fee Schedule. City of Gallatin. 2019. Accessed December 12, 2022.
<https://www.gallatintn.gov/DocumentCenter/View/1348/Fee-Schedule-PDF>
- ⁴⁸ Fee Schedule. Clarksville-Montgomery Regional Planning Commission. 2023. Accessed December 12, 2022.
<https://www.cmcrcp.com/wp-content/uploads/2020/07/Fee-Schedule-Revised-09232020.pdf>; Email from Planner/Design Review Coordinator for the Clarksville-Montgomery Regional Planning Commission. December 28, 2022.
- ⁴⁹ Application for Certificate of Appropriateness. City of Murfreesboro. 2019. Accessed December 28, 2023.
<https://www.murfreesborotn.gov/DocumentCenter/View/360/Application-Certificate-of-Appropriateness>; Telephone conversation with Planner for City of Murfreesboro. December 28, 2023.
- ⁵⁰ Submittals, Permits and Fee Reference Chart. City of Cookeville. 2013. Accessed December 21, 2022.
<https://www.cookeville-tn.gov/DocumentCenter/View/683/Development-SubmittalsPermits-Fees-PDF>

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- ⁵¹ Fee Schedule for Application Submittals. City of Franklin. 2023. Accessed January 6, 2023.
<https://www.franklintn.gov/government/departments-k-z/planning-and-sustainability/current-planning/review-fees>
- ⁵² Telephone Call with Community Development and Zoning Director. December 27, 2023.
- ⁵³ Planning and Zoning Division Homepage. 2023. Accessed January 6, 2023.
https://www.mcminnvilletn.gov/departments/community_development/planning.php
- ⁵⁴ Email from Purchasing Clerk for City of Sparta. December 28, 2022.
- ⁵⁵ Email from Planner for City of Lebanon. December 28, 2022.
- ⁵⁶ Planning Department Fee Schedule. City of Spring Hill, 2019. Accessed December 12, 2022.
<https://www.springhilltn.org/DocumentCenter/View/4708/Fee-Schedule>.
- ⁵⁷ Zoning Certification/Determination Letter Request. City of Franklin. 2020. Accessed January 6, 2023.
<https://www.franklintn.gov/home/showpublisheddocument/31608/637175346627730000>
- ⁵⁸ Zoning Inquiries. City of Murfreesboro. 2023. Accessed January 6, 2023.
<https://www.murfreesborotn.gov/1663/Zoning-Inquiry>: basic letters certify zoning district and uses permitted on the property and are issued in 5-7 business days; expedited letters are issued in 3 business days; detailed letters certify zoning district, uses permitted, bulk standards, floodplain information, outstanding zoning violations, and conforming/nonconforming status; detailed letters are issued in 14 days with no expedited delivery option.
- ⁵⁹ Fee Schedule. City of Gallatin. 2019. Accessed December 12, 2022.
<https://www.gallatintn.gov/DocumentCenter/View/1348/Fee-Schedule-PDF>
- ⁶⁰ Planning Department Fees. City of Hendersonville. 2013. Accessed December 12, 2022.
<https://www.hvilletn.org/home/showpublisheddocument/7246/637164280187900000>
- ⁶¹ Zoning Letter Application. City of Lebanon. 2020. Accessed January 6, 2023.
<https://www.lebanontn.org/DocumentCenter/View/1427/Zoning-Letter-Applicationpdf>
- ⁶² Submittal Fees. City of Mt. Juliet. 2013. Accessed December 12, 2022. <https://www.mtjuliet-tn.gov/DocumentCenter/View/263/Planning-and-Zoning-Submittal-Fees-v118-PDF>
- ⁶³ Application for Zoning Certification Letter. 2021. Accessed January 6, 2023.
<https://cms8.revize.com/revize/nolensville/App%20for%20Zoning%20Certification%20Letter.pdf>
- ⁶⁴ Fee Schedule. City of Goodlettsville. 2022. Accessed January 6, 2023.
<http://www.cityofgoodlettsville.org/DocumentCenter/View/6255/Fee-Schedule-1-2022?bidId=>
- ⁶⁵ Fee Schedule. City of Shelbyville. 2022. Accessed December 27, 2022.
https://cms9files.revize.com/shelbyvilletn/New%20Fee%20Schedule_Exhibit%20A.pdf
- ⁶⁶ Telephone Conversation with Planning Assistant for City of Hendersonville. December 27, 2022.
- ⁶⁷ The fee for publication and mailing is a low-end estimate based on past experience. For mailings, staff used 130% of the fee charged by USPS for certified mail to recover direct costs and a portion of the actual labor cost. For published notice, staff used the invoice amount paid to Gannet for publication in the Daily Herald for one of the July 2022 voting sessions. The total was divided by the number of agenda items. In the proposed fee schedule, that amount, plus 30% for partial labor cost recovery, is multiplied by the anticipated number of published agendas associated with the item, and rounded to the nearest amount divisible by \$5.
- ⁶⁸ Financing Growth in Tennessee: Local Development Taxes and Impact Fees. Tennessee Advisory Commission on Intergovernmental Relations. August 2004
- ⁶⁹ *Concurrency* is a planning principle which ensures marginal improvements to infrastructure necessary to maintain the current level of service occur as they are needed. In this way, growth does not degrade the established level of service or impose costs on existing residents. Ongoing maintenance of the level of service is paid for by all residents, including newcomers, through taxes and fees on an ongoing basis.
- ⁷⁰ 1994 Tenn. Priv. Acts 194
- ⁷¹ In 2018, the local legislative delegation proposed bills authorizing Columbia to charge a fee of up to \$3.00 per square foot for new development (HB 2744/SB 2712). The bill failed to advance beyond the Local Government Committee in the House and was withdrawn by its sponsor in the Senate. An Act to Amend

Chapter 194 of the Private Acts of 1994. HB2712. 110th General Assembly (2018). Accessed December 26, 2022. <https://www.capitol.tn.gov/Bills/110/Bill/HB2712.pdf>

⁷² Ordinance 4369. City of Columbia. 2022; Ordinance 4444. City of Columbia. 2022; Ordinance 4445. City of Columbia. 2022.

Table 1 – Equivalent Professional Services for Middle Tennessee Jurisdictions (p. 2)

	2021 Population	2010 Population	Annualized Rate of Growth	Planning & Eng. Staff	P&E Staff Per 1,000 pop
Cookeville	35,138	30,435	1.4%	10	0.28
Gallatin	46,902	30,278	5.0%	22	0.47
Hendersonville	62,257	51,372	1.9%	15	0.24
Brentwood	45,491	37,060	2.1%	11	0.24
Columbia	43,340	34,681	2.3%	7	0.16

Table 2 – Physical Expansion of Middle Tennessee Jurisdictions (p. 3)

	2010 Square Miles	2020 Square Miles	Expansion	Planning & Eng. Staff	P&E Staff Per 1,000 pop
Cookeville	32.6	35.7	9.5%	10	0.28
Gallatin	31.2	32.1	2.9%	22	0.47
Hendersonville	31.3	31.4	0.3%	13	0.21
Brentwood	41.1	41.1	0.0%	11	0.24
Columbia	31.54	33.10	4.9%	7	0.16

Table 4 – Development Review Fees (p. 8)

	Columbia	Brentwood	Gallatin	Mt. Juliet	Smyrna	Spring Hill	Hendersonville	Shelbyville
Annexation with Default Zoning	\$300	\$1,000	\$500	\$100	\$500	\$100	NOTES	\$275
Annexation with Default Zoning > two acres	N/A	N/A	N/A	N/A	N/A	\$300	N/A	\$275
Annexation with Default Zoning > 25 acres	N/A	N/A	N/A	\$200	N/A	N/A	N/A	\$275
Comprehensive Plan Amendment	\$200	N/A	\$500	\$250	N/A	N/A	\$100	\$275
Zoning Text Amendment	\$200	N/A	\$300	\$400	N/A	\$250	\$250	\$275
Rezoning ≤ 10 acres	\$300	\$1,000	\$300	\$500	\$500	\$500	\$500	\$275
Rezoning > 10 acres	\$500	NOTES	NOTES	NOTES	\$500	\$500	NOTES	\$275
Site Plan Review Base	\$200	\$350	\$150	\$500	\$400	\$425	\$150	\$250
Site Plan Review add'l Per Residential Unit	\$5	N/A	N/A	N/A	N/A	\$10	\$10	NOTES
Site Plan Review add'l Per SF of Gross Floor Area	N/A	N/A	N/A	N/A	N/A	\$0.02	NOTES	NOTES
Site Plan Review add'l Per Acre	N/A	\$50	\$10	\$100	N/A	N/A	N/A	NOTES
Zoning Verification Letter	\$0	\$0	\$50	\$25	\$0	\$75	\$25	\$25
Minor Subdivision	\$125	\$350	\$300	\$200	NOTES	\$350	\$75	\$325
Preliminary Plat Submittal	N/A	\$350	\$300	\$500	\$400	\$425	\$150	\$325
Preliminary Plat - Per Lot	\$20	\$50	\$5	\$25	\$75	\$20	\$5	\$50
Final Plat - Submittal	N/A	\$350	\$300	\$200	\$200	\$350	\$150	\$325
Final Plat - Per Lot	\$15	\$50	\$5	\$25	\$50	\$10	\$5	\$50
Preliminary Residential PUD Submittal	\$300	N/A	\$300	\$650	NOTES	\$500	\$500	NOTES
Preliminary Residential PUD Per Lot	\$5	N/A	NOTES	NOTES	NOTES	\$10	NOTES	NOTES
Preliminary Mixed Use PUD Submittal	\$300	N/A	\$300	\$650	NOTES	\$500	\$500	NOTES
Preliminary Mixed Use PUD Per Acre	\$50	N/A	NOTES	\$25	NOTES	N/A	NOTES	NOTES
Preliminary Mixed Use PUD Per SF of Gross Floor Area	N/A	N/A	N/A	N/A	NOTES	\$0.02	NOTES	NOTES

Chart 2 –Review Fees to Bring a 50 Acre 120 Lot Development from Concept to Final Plat (p. 12)

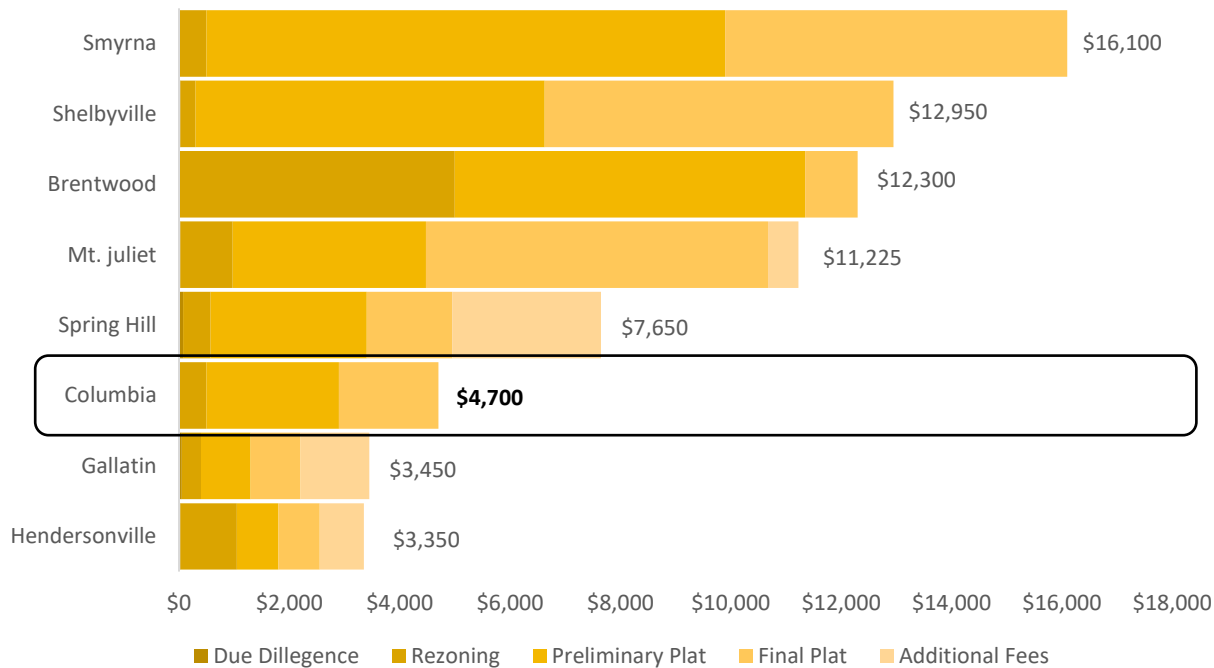


Table 5 – Historic Zoning Review (p. 13)

	Signs	Administrative Review	HZC Review
Gallatin	\$25	\$25	\$25
Clarksville/Montgomery County	\$50	\$100	\$300
Murfreesboro	\$150	\$75	\$150
Cookeville	\$0	\$0	\$0
Franklin	\$0	\$0	\$0
Manchester	\$0	\$0	\$0
McMinnville	\$0	\$0	\$0
Sparta	\$0	\$0	\$0
Lebanon	\$0	\$0	\$0

Table 6.a – Board of Zoning Appeals Reviews (p. 14)

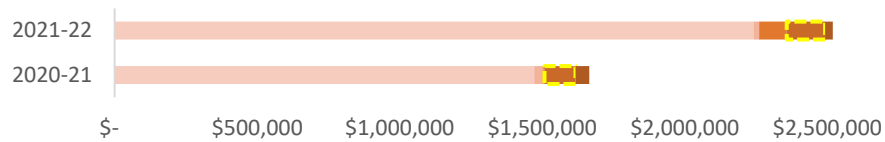
	Columbia	Brentwood	Gallatin	Mt. Juliet
Conditional Use	\$200	\$200	\$300	\$150
Variance (Residential)	\$200	\$250	\$300	\$100
Variance (Non-Residential)	N/A	\$250	\$300	\$300
Appeal of Admin. Decision	\$200	\$250	\$300	\$200

	Smyrna	Spring Hill	Hendersonville	Shelbyville
Conditional Use	\$300	\$300	\$250	\$200
Variance (Residential)	\$300	\$100	\$250	\$200
Variance (Non-Residential)	N/A	\$300	\$250	\$200
Appeal of Admin. Decision	\$300	\$250	\$50	\$200

Table 7 – Zoning Verification Letters (p. 15)

Jurisdiction	Fee
Columbia	\$0
Spring Hill	\$75
Franklin	\$50
Murfreesboro	
Basic	\$25
Expedited	\$50
Detailed	\$100
Gallatin	\$50
Hendersonville	\$25
Lebanon	\$25
Mt. Juliet	\$25
Nolensville	\$50
Goodlettsville	\$25
Shelbyville	\$25

Chart 1 – Department of Development Services Revenues (p. 4)



	2020-21	2021-22
Building & Inspection Permits	\$1,471,588	\$2,240,619
Engineering Inspection Fees	\$28,049	\$20,350
Street Cut Fees	\$6,250	\$400
Engineer Reinspection Fee	\$1,350	\$95,900
Zoning Permits & Fees	\$109,375	\$134,925
Gas & Mechanical Code Permits	\$48,069	\$26,555

■ Building & Inspection Permits
 ■ Engineering Inspection Fees
 ■ Street Cut Fees
■ Engineer Reinspection Fee
 ■ Zoning Permits & Fees
 ■ Gas & Mechanical Code Permits

Attachment B: Impact Fees and Adequate Facilities Taxes of Middle Tennessee Municipalities

Peer Municipalities

	Columbia ¹	Brentwood ²	Mt. Juliet	Smyrna ³	Spring Hill ^{1,2,4}	Hendersonville ⁵	LaVergne
Roads		\$6,105		\$2,239	\$3,048	\$1,503	\$4,646
Fire						\$818	\$208
Parks				\$1,032		\$1,699	\$1,278
Police				\$599		\$469	\$548
Other	\$1,060	\$0	\$1,000	\$0		\$0	\$0
Adequate Facilities		\$4,000			\$2,000		
Per Dwelling Unit Total	\$1,060	\$10,105	\$1,000	\$3,870	\$5,048	\$4,489	\$6,680
Total Paid From 120-Home Development	\$127,200	\$1,212,600	\$120,000	\$464,400	\$605,760	\$538,680	\$801,600

Other Municipalities In Middle Tennessee

	Columbia ⁶	Franklin ^{2,7}	Nolensville ²	White House
Roads		\$4,911	\$5,928	\$381
Fire				\$186
Parks		\$4,304		\$396
Police				\$282
Other	\$5,696	\$5,633		
Adequate Facilities		\$1,780	\$2,000	
Per Dwelling Unit Total	\$5,696	\$16,628	\$7,928	\$1,245
Total Paid From 120-Home Development	\$683,520	\$1,995,360	\$951,360	\$149,400

1 Maury County collects an additional adequate facilities tax of \$0.50 for new residential construction.

2 Williamson County collects an additional \$8,033 school impact fee.

3 Fees for water/sewer impacts vary depending on area within the town. The lower fee option is used for this estimate.

4 Spring Hill's public safety fee is listed here under police.

5 These fees were recommended in a 2019 fee study by TishlerBise. Staff was unable to confirm whether the Hendersonville BOMA has adopted the fee schedule.

6 Private act 194 of 1994 authorizes the City of Columbia to levy an impact fee only for the purposes of provided water and sewer facilities. Columbia has only recently begun to collect the fee. The figure shown is based on a ¾" meter resulting in a \$1,196 fee paid to the city for wastewater infrastructure improvements, and \$4,500 paid to Columbia Power & Water Systems for potable water. Larger meter sizes result in larger assessments. These fees are separate from connection fees.

7 Franklin accepts dedication in lieu of the parkland fee.



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

PLANNING FEE SCHEDULE

*Payable upon submission of application
Non-refundable*

AGENDA ITEMS

Annexation with RS/40 Base Zone	\$300
Comprehensive Plan Amendment	\$200
Textual Guideline Amendment	\$200
Board of Zoning Appeals	\$200

ZONING CHANGE

10 acres or less	\$300
More than 10 acres	\$500

ZONING COMPLIANCE AND SITE PLAN REVIEW: Does not require Planning Commission Approval

Residential	\$20
Commercial/Industrial	\$75

Paid with Building Permit

SUBDIVISIONS AND PLANS

Site Plan	\$200 + \$5 per unit
Planned Unit Development Master Plan	Residential: \$300 + \$5 per lot
Planned Unit Development Master Plan	Commercial: \$300 + \$50 per acre
Sketch Plat	\$100
Preliminary Plat	\$20 per lot
Final Plat	\$15 per lot
Minor Plat	\$125
Driveway Permit Exception*	\$100

Zoning Ordinance #3638 Article 16

**Access Management Ordinance #4176*