



**City of Columbia City Council
Regular Meeting Agenda
April 13, 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. 4455 - AN ORDINANCE AMENDING PLANNING AND ENGINEERING FEES OF THE CITY OF COLUMBIA, TENNESSEE - CITYWIDE. - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Conduct the 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. The required notice of Public Hearing was advertised March 28, 2023 in *The Daily Herald*.

ATTACHMENTS: Ordinance 4455 Public Hearing Staff Report

REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.

2. INVOCATION BY RICK ELSEY OF THE CHURCH AT WEST END.

3. PLEDGE OF ALLEGIANCE.

4. APPROVAL OF AGENDA.

5. PRESENTATIONS.

6. ORGANIZATIONAL BUSINESS.

6.1. APPROVE AS AMENDED THE FEBRUARY 9, 2023 CITY COUNCIL MEETING MINUTES - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Item 8.1 was inadvertently left off the previous version of the February 9, 2023 minutes. The as amended version attached records the item and vote. :

ATTACHMENTS: City Council Regular Meeting - 09 Feb 2023 - Minutes As Amended

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

RECOMMENDATION: Approve.

ATTACHMENTS: March 9, 2023 City Council Meeting Minutes

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

RECOMMENDATION: Approve.

ATTACHMENTS:

6.4. APPROVE THE APPOINTMENT OF LACEY SAMUEL TO THE CITY OF COLUMBIA ARTS COUNCIL FOR A THREE-YEAR TERM EXPIRING ON APRIL 13, 2026 - ADMINISTRATION.

RECOMMENDATION: Approve.

ATTACHMENTS:

6.5. APPROVE THE MAYOR'S APPOINTMENT OF DAVID PATRICK BOWEN TO THE CITY OF COLUMBIA BEER BOARD TO FILL AN UNEXPIRED TERM ENDING ON OCTOBER 18, 2024 - ADMINISTRATION.

RECOMMENDATION: Approve.

ATTACHMENTS:

7. CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF FEBRUARY 2023 IN THE AMOUNT OF \$4,251,463.99 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: Disbursements Staff Report, February 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: Surplus Staff Report, April 2023 Surplus List

7.3. APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE A CUSTOMER SERVICE AGREEMENT WITH CINTAS FOR UNIFORM, JANITORIAL & LINEN RENTALS CITY WIDE - FINANCE.

RECOMMENDATION: Approve a three-year bid award to Cintas Corp for uniform, janitorial and linen rentals.

INFORMATION: The City provides work uniforms for workers in Public Works, Wastewater, Parks and Recreation as well as janitorial items and lines for Development Services and Fire and Rescue. The current award to UniFirst expired March 31, 2023. Bids were requested on the various rental items and Cintas and UniFirst were the only two to respond. It is recommended that Council approve a three-year bid with no price adjustments to Cintas Corp.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unnumbered in the General, Sanitation and Wastewater Funds.

ATTACHMENTS: Staff Report - Uniform, Janitorial & Linen Rental, Cintas Agreement, Bid Analysis - Uniform Rental - March 2023, Uniform Rental Bid Sheet

7.4. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT WITH WASTE MANAGEMENT - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Treatment Plant disposes of its bio-solids from the operation of the de-watering process in Waste Management's Cedar Ridge Landfill in Marshall County, TN. The original approval from TDEC allowing the City to utilize their services was approved on April 29, 1994. The new rate per ton with a minimum charge for 5 tons is \$50.00/ton. The City of Columbia's current agreement with Waste Management expires June 30, 2023.

CERTIFICATION: The Chief Financial Officer certifies that \$500,000 will be proposed to be budgeted in the FY 2024 Wastewater Fund budget for the fiscal year beginning July 1, 2023.

ATTACHMENTS: Waste Management Services Agreement Staff Report, Industrial Waste Disposal Services Agreement

7.5. RATIFY THE MAYOR SIGNING AN AGREEMENT WITH MSD ENVIRONMENTAL SERVICES, INC. IN THE AMOUNT OF \$46,600 FOR THE TWO (2) MONTH RENTAL OF A 1.0 METER BELT PRESS. - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve the Ratification of the Signed Agreement

INFORMATION: The Department's belt presses used to de-water the sludge are experiencing a problem with the conveyance system that carries the sludge from the presses to the discharge chute. Lead time on the repair is 4 to 6 weeks. This will also allow the Department to witness the operation of the presses that will be used in the new treatment plant.

CERTIFICATION: The Chief Financial Officer certifies that \$46,600 is budgeted and unnumbered in Sewer Treatment Plant – Rents.

ATTACHMENTS: MSD Rental Agreement Staff Report, MSD Rental Agreement

7.6. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND THE CITY OF FRANKLIN, CONTRACT #2023-0042 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve and authorize the Mayor signing the Interlocal Agreement with the City of Franklin

INFORMATION: The City of Columbia and the City of Franklin are requesting to enter into an Interlocal Agreement for the purchase of new equipment for the City of Columbia's UV4000 System at the Wastewater Treatment Plant. The City of Franklin recently decommissioned their UV4000 during a plant upgrade and have agreed to sell us new equipment they recently purchased.

CERTIFICATION: The Chief Financial Officer certifies that \$17,354 is budgeted and unnumbered in Sewer Treatment Plant - Controllable Assets.

ATTACHMENTS: Interlocal Agreement Staff Report, City of Franklin Interlocal Agreement, Cost Savings

7.7. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF COLUMBIA AND WES ENGINEERS & SURVEYORS FOR PROFESSIONAL ENGINEERING, SURVEYING AND/OR PLANNING SERVICES IN THE AMOUNT OF \$13,750.00 FOR SURVEY AND PROPOSED CONSTRUCTION DOCUMENTS FOR PROPERTY LOCATED AT 711 LION PARKWAY - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: Columbia Fire & Rescue desires the construction of a 40 x 80 Maintenance Building on the grounds of the Training Center located at 711 Lion Parkway, Fire Station 2. The \$13,750.00

compensation of this agreement with WES Engineers & Surveyors includes the boundary and topographic survey, Preliminary Layout Concept Sketch, Site Engineering Design (Construction Documents) and Landscape Plan.

CERTIFICATION: The Chief Financial Officer certifies that \$13,750.00 is budgeted and unencumbered in General City Admin - Professional Services.

ATTACHMENTS: Staff Report Wes Engineers, Wes Engineers & Surveyors Document, Fire Station 2 - Proposal

7.8. APPROVE BID AWARD TO SABRE INDUSTRIES IN THE AMOUNT OF \$188,398 FOR ONE 195 FOOT RADIO TOWER AND AUTHORIZE MAYOR TO EXECUTE ANY RELATED DOCUMENTS - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: Competitive bids were solicited for a new radio tower located on top of Reservoir Hill.

The tower at this location is a minimum of 40 years old and has multiple issues, thus compromising the integrity of the existing tower. This tower is at its maximum load/sheer capacity due to the amount of equipment that has been placed onto the tower.

CERTIFICATION: The Chief Financial Officer certifies that \$188,398 is budgeted and unencumbered within Fire & Rescue – Administration - Machinery & Equipment.

ATTACHMENTS: Staff Cover Sheet Sabre Industries, Sabre Industries Proposal

7.9. RATIFY THE APPROVAL AND AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT WITH STECHYN AND SON INC, DBA: SERVICEMASTER IN THE AMOUNT OF \$6,372.80 FOR FIRE STATION NO. 4 - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: On February 9, 2023, City Council authorized the Mayor to execute a contract with Stechyn and Son Inc, DBA: Servicemaster in the amount of \$101,094.75 to commercially dry and repair Fire Station No. 4, located at 5040 Trotwood Ave, for damages resulting from winter storm occurring December 24, 2022.

During repairs, additional issues were discovered and repaired in the amount of \$6,372.80.

CERTIFICATION: The Chief Financial Officer certifies that \$6,373 is budgeted and unencumbered in Fire Dept-Suppression - Maint/Repair Other.

ATTACHMENTS: Staff Report Stechyn and Son, Supplemental Cost Document

7.10. APPROVE THE BID AWARD TO MIDSOUTH BARNDOMINIUMS OF HOHENWALD IN THE AMOUNT OF \$100,675 FOR CONSTRUCTING A 40X60X12 FULLY ENCLOSED METAL BUILDING FOR THE NEW FIREARMS RANGE - POLICE DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Bids to build a fully enclosed metal structure for the firearms range on Estes Lane. The City received three (3) bids back from four(4) businesses that were contacted. Midsouth Barndominiums was the lowest bidder at \$100,675.00. This price is for a fully enclosed metal structure 40x60x12 with a 20x60 lean-to with a 20' gable in the center. The construction will include concrete floor, walls, roof, windows, and doors provided and constructed.

CERTIFICATION: The Chief Financial Officer certifies that \$100,675 is budgeted and unencumbered in Police Dept-Administration – Reserves.

ATTACHMENTS: Staff Report Barndominiums, Midsouth Barndominiums, LLC - QUOTE, Summer Town Metals - QUOTE, Mortons Buildings Inc. - QUOTE

7.11. APPROVE PROCUREMENT OF (6) LICENSE PLATE READERS FROM MOTOROLA SOLUTIONS/VIGILANT SOLUTIONS, LLC IN THE AMOUNT OF \$28,922.28 UTILIZING THE STATE OF TENNESSEE CONTRACT SWC450. - POLICE DEPARTMENT.

RECOMMENDATION: Approve the purchase of (6) L.P.R. (License Plate Reader) subscription services from Motorola Solutions for the amount of \$28,922.28 utilizing the State of Tennessee Contract SWC450.

INFORMATION: The State of Tennessee has a contract with Motorola Solutions for the subscription service for License Plate Reader systems. The entire purchase of six L.P.R. subscription services would cost the city \$28,922.28 for the first year. A reoccurring amount of \$2,156.40 per Hub unit (5 units) costs \$10,782 per year and \$1,436.40 for the one spoke unit yearly for the remainder of the 5-year contract, to also include the provisioning of SIM cards and the monthly data cost estimated at \$2,040 a year which will be utilizing the existing contract that the city has with Verizon.

The L.P.R. will assist with detecting license plates associated with wanted persons and plates associated with stolen vehicles and can be used to investigate crimes. These fixed-mounted stationary cameras run 24 hours/7 days a week, reading license plates as vehicles cross the camera's path.

CERTIFICATION: The Chief Financial Officer certifies that \$28,923 is budgeted and unencumbered in Police Dept-Support Services - Software Maintenance.

ATTACHMENTS: Staff Report Vigilant Motorola, State Wide Contract 450, Vigilant Motorola Document

7.12. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT FOR PROFESSIONAL SERVICES WITH NEEL-SCHAFFER, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES FOR THE CITY OF COLUMBIA, TENNESSEE - WARDS 1, 2, 3, 4 AND 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Development Services Department previously solicited qualifications for on-call traffic engineering consultant services within the City of Columbia, Tennessee and executed a three-year agreement with Neel-Schaffer, Inc. These services are related to traffic study review, preparation, and signal timing recommendations. The three-year agreement is nearing completion and at this time, the desire is to maintain these services for an additional three-year period. The scope of services and fees are outlined in the agreement.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unnumbered in Development Serv-Planning - Professional Services.

ATTACHMENTS: Staff Report Neel-Schaffer, Neel-Schaffer Agreement

7.13. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT FOR PROFESSIONAL SERVICES WITH VOLKERT, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES FOR THE CITY OF COLUMBIA, TENNESSEE - WARDS 1, 2, 3, 4 AND 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Development Services Department previously solicited qualifications for on-call traffic engineering consultant services within the City of Columbia, Tennessee and executed a three-year agreement with Volkert, Inc. These services are related to traffic study review, preparation and signal timing recommendations. The three-year agreement is nearing completion and at this time, the desire is to maintain these services for an additional three-year period. The scope of services and fees are outlined in the agreement.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unnumbered in Development Serv-Planning - Professional Services.

ATTACHMENTS: Staff Report Volkert, Volkert Agreement

7.14. APPROVE PAYMENT IN THE AMOUNT OF \$32,213.40 TO DAVENPORT GROUP FOR SOFTWARE MAINTENANCE UTILIZING LAMA BUILDING, CODES, AND PLANNING PERMIT PROGRAM - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The annual support and maintenance payment is due for the LAMA Permit Program, which is a cloud hosting service. This is a budgeted item which is utilized by Development Services, Fire & Rescue and the Wastewater Department.

CERTIFICATION: The Chief Financial Officer certifies that \$32,214 will be proposed to be budgeted in the FY 2024 budget in Development Serv-Planning - Professional Services.

ATTACHMENTS: Staff Report Davenport Group, 2023 Davenport Invoice

7.15. APPROVE THE AMENDMENT TO THE AGREEMENT WITH TREE WORX IN THE AMOUNT OF \$2,000 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The amendment is providing 58 gator bags when installing the trees. The gator bags are great for spring, summer and fall to ease the essential chore of keeping newly planted trees well-watered.

CERTIFICATION: The Chief Financial Officer certifies that \$2,000 is budgeted and unencumbered in General City Admin-Misc. - Other Services & Charges.

ATTACHMENTS: Staff Report Tree Worx Amendment, Tree Worx Amendment

7.16. APPROVE AND AUTHORIZE THE MAYOR TO SIGN BOTH THE MEDICAL SERVICES AND BUSINESS ASSOCIATE

AGREEMENTS WITH MAURY REGIONAL HOSPITAL - HUMAN RESOURCES.

RECOMMENDATION: Approve.

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

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

Currently, the City and Maury Regional Hospital have a month-to-month agreement. The new agreement would extend those services through December 31, 2025.

There are minor increases to the cost of this agreement. However, they are estimated to be approximately \$10,000 annually.

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

CERTIFICATION: The Chief Financial Officer certifies that \$10,000 is budgeted and unencumbered in the General, Sanitation and Wastewater Funds.

ATTACHMENTS: Staff Report Maury Regional Hospital, Maury Regional Medical Services Agreement, Maury Regional Hospital Business Associate Agreement

7.17. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND SMYRNA ADULT SOFTBALL LEAGUE, INC WHICH OPERATES THE MAURY COUNTY CO-ED SOFTBALL LEAGUE - WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Maury County Co-ed Softball League requests an annual Non-Exclusive Use Permit with the City of Columbia to utilize the fields at Ridley Sports Complex "A" for their 2023 season. Smyrna Adult Softball League, Inc. runs Maury County Co-ed Softball League and is listed on the Non-Exclusive Use Permit.

ATTACHMENTS: Staff Report Smyrna Adult Softball League, Inc/Maury County Co-ed Softball, Non-Exclusive Use and Occupancy Permit Smyrna Co-Ed

7.18. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND SMYRNA ADULT SOFTBALL LEAGUE, INC WHICH OPERATES THE MAURY COUNTY MEN'S SOFTBALL LEAGUE - WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Maury County Men's Softball League requests an annual Non-Exclusive Use Permit with the City of Columbia to utilize the fields at Ridley Sports Complex "A" for their 2023 season. Smyrna Adult Softball League, Inc. runs Maury County Men's Softball League and is listed on the Non-Exclusive Use Permit.

ATTACHMENTS: Staff Report Smyrna Adult Softball League, Inc/Maury County Men's Softball, Non-Exclusive Use and Occupancy Permit Smyrna Men's

7.19. APPROVE PAYMENT TO BENCHMARK COMPANIES IN THE AMOUNT OF \$62,436 FOR GRINDING OF WOOD WASTE MATERIAL - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia has a current contract with

Benchmark Companies for brush grinding. The contract was approved by Council on 9/9/2021.

CERTIFICATION: The Chief Financial Office certifies that \$62,436 will be proposed for Sanitation-General-Other Services via appropriation amendment #3 in May 2023.

ATTACHMENTS: Staff Report Benchmark Companies, Benchmark Companies Invoice

8. ADMINISTRATION.

9. RESOLUTIONS.

9.1. RESOLUTION NO. 23-18 - A RESOLUTION TO ESTABLISH THE MAXIMUM AMOUNT OF \$75 FOR THE 2023 CITY OF COLUMBIA PROPERTY TAX RELIEF FOR THE ELDERLY LOW-INCOME HOMEOWNERS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-18

INFORMATION: The Columbia City Council adopted Ordinance No. 3770 on December 4, 2008. This Ordinance was adopted to implement a Property Tax Relief Program for elderly and low-income property tax payers and is subject only to the availability of funds, which must be appropriated in each annual budget adopted by the City. The maximum amount of relief that can be granted is established at \$75. The relief will only be granted for any taxes due after the State Property Tax Relief has been applied to the tax bill. If the State pays the entire amount of taxes owed then the City will not be liable for any further disbursement.

ATTACHMENTS: Staff Report Resolution No. 23-18, Resolution No. 23-18

9.2. RESOLUTION NO. 23-19 - A RESOLUTION AUTHORIZING BOTH THE DAILY HERALD AND MAIN STREET MAURY AS THE OFFICIAL LOCAL NEWSPAPERS FOR THE CITY OF COLUMBIA - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-19.

INFORMATION: The City Charter, Section 1.04 (8), requires the Council to designate an official newspaper or papers published or circulating in the City for the publishing of all advertising, notices and other matters of every description that the City may publish. This Resolution designates both The Daily Herald and Main Street Maury as the official local newspapers for the City of Columbia.

ATTACHMENTS: Staff Report Resolution No. 23-19, Resolution No. 23-19

9.3. RESOLUTION NO. 23-20 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING MORGAN MEADOWS, PHASE 3-WARD 4. - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-20

INFORMATION: This resolution refers to acceptance of sanitary sewer improvements serving Morgan Meadows, Phase 3, which consists of 1,221 linear feet of 8" gravity sewer line. 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 Resolution No. 23-20, Resolution No. 23-20

9.4. RESOLUTION NO. 23-21 - A RESOLUTION AUTHORIZING THE CITY OF COLUMBIA TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS - FINANCE.

RECOMMENDATION: Approve Resolution No. 23-21.

INFORMATION: In December 2021, the City Council adopted Resolution No. 21-99, authorizing the City to join opioid litigation along the State of Tennessee and Tennessee local governments.

A second wave of anticipated settlements would require that the City

adopt a new resolution updating the Tennessee State-Subdivision Opioid Abatement Agreement with amendments shown in Exhibit B.

ATTACHMENTS: Staff Report - Res No 23-21, Resolution No. 23-21, Resolution No. 23-21 Exhibit A, Resolution No. 23-21 Exhibit B

9.5. RESOLUTION NO. 23-22 - A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE FEMA-4691-DR-TN PUBLIC ASSISTANCE GRANT, ACCEPT THE AWARD AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: The President of the United States issued a major disaster declaration for damages resulting from a severe winter storm during the period of December 22 to December 27, 2022 in certain areas of the State of Tennessee, including Maury County.

Columbia Fire & Rescue is requesting the City Council to ratify the application for the FEMA-4691-DR-TN Public Assistance Grant. If awarded, these funds will be utilized to recover costs associated with damages as a result of this disaster.

Any funds received would be shared as follows: FEMA 75%; TEMA 12.5%; City of Columbia 12.5%.

ATTACHMENTS: Staff Report Resolution No. 23-22, Resolution No. 23-22

9.6. RESOLUTION NO. 23-23 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING QUAIL RUN MEADOWS, PHASE 2 - WARD 5 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve

INFORMATION: This resolution refers to acceptance of sanitary sewer improvements serving Quail Run Meadows, Phase 2. 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 Resolution No. 23-23, Resolution No. 23-23

9.7. RESOLUTION NO. 23-24 - A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING INDEPENDENCE AT CARTER'S STATION, SECTION 6.2-WARD 5 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-24

INFORMATION: This resolution refers to acceptance of sanitary sewer improvements serving Independence at Carter's Station, Section 6.2 in the amount of 4,335 linear feet of 8" gravity sewer 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 Resolution No. 23-24, Resolution No. 23-24

9.8. RESOLUTION NO. 23-25 - A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING COTTAGE OF BEAR CREEK, PHASE 2 - WARD 5 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-25.

INFORMATION: This resolution refers to acceptance of sanitary sewer improvements serving Cottages of Bear Creek, Phase 2. 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 Resolution No. 23-25, Resolution No. 23-25

9.9. RESOLUTION NO. 23-26 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-26.

INFORMATION: The City Recorder is presenting tax corrections through 3/24/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report; Resolution No. 23-26; Tax Corrections.

ATTACHMENTS: Staff Report Resolution No. 23-26, Resolution No. 23-26

9.10. RESOLUTION NO. 23-27- A RESOLUTION ACCEPTING THE DONATION OF SURPLUS UV4000 DISINFECTION EQUIPMENT FROM THE CITY OF FRANKLIN, TN TO BE UTILIZED BY THE CITY OF COLUMBIA WASTEWATER TREATMENT PLANT - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve

INFORMATION: The City of Franklin, TN recently removed their UV4000 disinfection equipment in a plant upgrade and has allowed our department to remove a portion of the equipment before the system was removed. The acceptance of this equipment is realized in a monetary savings of approximately \$200,000 to our department and it will allow us to continue to operate our existing system until our new Sigma System is installed.

ATTACHMENTS: Staff Report Resolution No. 23-27, Resolution No. 23-27

10. ORDINANCES.

10.1. 2ND CONSIDERATION ON ORDINANCE NO. 4455 - AN ORDINANCE AMENDING THE PLANNING AND ENGINEERING FEES OF THE CITY OF COLUMBIA, TENNESSEE - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4455 on second consideration.

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. The required notice of Public Hearing was advertised March 28, 2023 in *The Daily Herald*.

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

10.2.1ST CONSIDERATION OF ORDINANCE NO. 4459 - AN ORDINANCE TO AMEND ORDINANCE NO. 4411, THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2022-2023 FISCAL YEAR - HUMAN RESOURCES.

RECOMMENDATION: Approve Ordinance No. 4459 on first consideration.

INFORMATION: At the April 11, 2023 City Council Study Session, Burris, Thompson and Associates presented recommendations regarding the City's pay plan. These recommendations are to upgrade the City's compensation to be more in line with market conditions.

The first step in this process is a 5% across the board raise for all City employees. After the Ordinance is approved the raises would go into effect June 1, 2023. The attached Ordinance raises the established salary ranges to provide all City employees with a 5% pay increase.

ATTACHMENTS: Staff Report Ordinance No. 4459, Ordinance No. 4459 with Exhibit A

11. OTHER BUSINESS.

12. EXECUTIVE SESSION.

13. ADJOURNMENT.

14. UPCOMING EVENTS.

**14.1. COLUMBIA POLICE DEPARTMENT'S MEMORIAL SERVICE -
TUESDAY, MAY 16, 2023 - 7:00 P.M. - PLEASANT HEIGHTS
PARK BAPTIST CHURCH**



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:

PUBLIC HEARING ON ORINANCE NO. 4455 (RELATES TO ITEM 10.1) – AN ORDINANCE AMENDING PLANNING AND ENGINEERING FEES OF THE CITY OF COLUMBIA TENNESSEE.

RECOMMENDATION: Conduct the 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. The required notice of Public Hearing was advertised March 28, 2023 in *The Daily Herald*.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023 As Amended

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 As Amended

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 As Amended

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 As Amended

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 As Amended

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 As Amended

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.

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.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023 As Amended

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.

ADMINISTRATION.

Item 8.1 REQUEST FROM MAURY COUNTY GOVERNMENT TO WAIVE APPROXIMATELY \$150,000 IN BUILDING PERMIT AND SEWER TAP FEES FOR THE NEW JUSTICE CENTER.

Commissioner Eric Previti spoke on the progress of the project and to thank Council for considering this partnership.

City Attorney asked for clarification if Council is approving the waiving of fees with a cap of \$150,000, or if the waiver of fees was for all building permit and sewer tap fees regardless of amount. Clarification was made that Council would be approving the waiver of all such fees without a cap, \$150,000 is an estimate.

Council Member Greene moved to approve the request. Council Member Coleman 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.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023 As Amended

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.

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.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023 As Amended

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, 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.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023 As Amended

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.

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.

CITY COUNCIL REGULAR MEETING – COLUMBIA, TENNESSEE

February 9, 2023 As Amended

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.

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

March 9, 2023 - 5:30 PM

PUBLIC HEARINGS

Item 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.

There being no one present to speak on the Public Hearing for Ordinance No. 4451, Council Member Marshall moved to close the public hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CALL TO ORDER/ROLL CALL

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

INVOCATION BY RANDY OWENS OF WEST 7TH STREET CHURCH OF CHRIST

PLEDGE OF ALLEGIANCE

Vice Mayor McBroom

APPROVAL OF AGENDA

Council Member Greene moved to approve the Agenda. Council Member Coleman seconded the motion.

All Council Members present voted aye.

PRESENTATIONS

Item 5.1. - PRESENTATION BY PUBLIC WORKS DIRECTOR, JEFF DEWIRE, RECOGNIZING WINNERS OF THE NAME A SNOW PLOW CONTEST

Mayor and Vice Mayor McBroom met Jeff DeWire and Donna Osmon to help with the presentation for the Snow Plow Contest Winners. Director Jeff DeWire advised other municipalities do these types of contest and the City wanted to be a part of that. Donna said she didn't realize this would take off like it did. There were over 600 entries, the schools really showed up and showed out. Four elementary schools

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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participated. Public Works employees blind voted on the entries. The snow plow names and winners were announced. Mayor Molder thanked Public Works for overseeing this item and spoke of the many good posts and positivity. Mayor Molder thanked all the young people for coming to City Hall.

ORGANIZATIONAL BUSINESS

Item 6.1. - APPROVE THE MINUTES OF JANUARY 5, 2023 SPECIAL CALLED CITY COUNCIL MEETING

Council Member Coleman moved to approve the January 5, 2023 Special Called Meeting Minutes. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 6.2. - APPROVE THE MINUTES OF THE FEBRUARY 9, 2023 CITY COUNCIL MEETING

Council Member Marshall moved to approve the February 9, 2023 Regular City Council Meeting Minutes. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Coleman moved to 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. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Greene moved to approve the 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. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Hardison moved to approve the re-election of Murenda Frierson to the City of Columbia Civil Service Board for a four-year term that will begin on March

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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14, 2023 and expire on March 14, 2027. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Marshall moved to 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. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Greene moved to 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. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 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

Mayor Molder advised there is a requirement that a Planning Commission member serve on the Historic Zoning Commission. Mayor Molder advised that was filled by Ray Pace for a number of years, but Mr. Pace wants to roll off the Historic Zoning Commission, so Mr. Shannon will be filling Mr. Pace's spot on the Historic Zoning Commission.

Council Member Greene moved to 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. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Coleman moved to approve the Mayor's reappointment of Ray Pace to the City of Columbia Municipal Planning Commission for a three-year term that

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began on December 6, 2021 and expires on December 6, 2024. Council Member Greene seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

Council Member Coleman moved to approve the Consent Agenda. Council Member Greene seconded the motion. All Council Members present voted aye and the following items were approved:

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

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

Item 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

Item 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

Item 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

Item 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

Item 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

Item 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

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Item 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

Item 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

ADMINISTRATION

RESOLUTIONS

Item 9.1. - RESOLUTION NO. 23-14 – TAX CORRECTIONS

Council Member Marshall moved to approve Resolution No. 23-14. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Greene moved to approve Resolution No. 23-15. Council Member Coleman seconded the motion.

All Council Members present voted aye.

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

Council Member Coleman moved to approve Resolution No. 23-16. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Mayor Molder spoke of the importance of this item and that current legislation is being presented by Representative Scott Cepicky and Senator Joey Hensley. Mayor Molder said the legislation would prohibit landfills etc that could have waste seep into the Duck

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River. The County supports this and asks the City to support the same. Mayor Molder advised the legislation provides carve out provisions for CPWS etc.

Mayor Molder moved to approve Resolution No. 23-17. Council Member Greene seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 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

Council Member Coleman moved to approve Ordinance No. 4451 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Greene moved to approve Ordinance No. 4455 on first consideration and to establish the date of April 13, 2023 as the date of Public Hearing. Council Member Coleman seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

Council Member Coleman works for a refugee resettlement nonprofit, and he shared an encouraging story about a refugee who has come to America.

Mayor Molder thanked Chief Alsup and his team for a productive day on Nashville Hwy. The police saturation and visibility on Nashville Hwy that day was a great thing. Mayor Molder said they had a very productive Planning Commission Meeting. It was a three-hour meeting and a food truck ordinance will be coming to the Council in the next couple months, which was a strategic planning item. Mayor Molder thanked Public Works for their good work on the snow plow contest. Mayor Molder reminded everyone that the MidState Classic is next week on March 15th at the Ridley Sports Complex.

EXECUTIVE SESSION

ADJOURNMENT

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

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

UPCOMING EVENTS

Item 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

Sommar Jaynes, Purchasing Agent, sjaynes@columbiatn.com, 931.560.1580

AGENDA ITEM TITLE:

- APPROVE DISBURSEMENTS FOR THE MONTH OF FEBRUARY 2023 IN THE AMOUNT OF \$4,251,463.99

RECOMMENDATION: Approve

INFORMATION:

CERTIFICATION:

ATTACHMENTS:

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING FEBRUARY 28, 2023

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	2,801,784.62	280,525.99	1,269,944.68	1,251,313.95
Sanitation Fund	171,103.04	18,159.76	69,704.11	83,239.17
Wastewater Fund	611,129.81	25,933.44	145,870.05	439,326.32
Street & Transportation Fund				-
State Street Aid	137,898.50	-		137,898.50
Drug Fund	2,009.47			2,009.47
Debt Service Fund				-
Capital Projects Fund	251,830.98			251,830.98
Sewer Revenue & Tax Bond Issue	-			-
Sewer Impact Fee #2	-			-
Insurance Fund	275,707.57	244,133.94		31,573.63
2017 GO Public Imp Bonds	-			-
2010 GO Bond Issue	-			-
Cleary Construction Escrow	-			-
Industrial Development Board	-	-	-	-
	\$ 4,251,463.99	\$ 568,753.13	\$ 1,485,518.84	\$ 2,197,192.02

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 2/1/2023 - 2/28/2023**

GENERAL FUND

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131214	2/2/2023	Ace Hardware	\$49.99
131215	2/2/2023	City Of Col Employees Retireme	\$224,740.07
131216	2/2/2023	Columbia Power & Water Systems	\$2,657.87
131217	2/2/2023	Morgan Brothers Electric Inc	\$373.44
131218	2/2/2023	Rippey Auto Parts Co Inc	\$84.00
131219	2/2/2023	VOID-VOID-VOID	\$0.00
131220	2/2/2023	Temple Inc	\$80.00
131221	2/2/2023	Tn Dept Of Revenue	\$505.25
131222	2/2/2023	Auto Trim Design	\$1,745.00
131223	2/2/2023	Southern Pipe And Supply Co	\$190.21
131224	2/2/2023	David's Lock & Key Inc	\$103.40
131225	2/2/2023	Public Entity Partners	\$1,872.89
131226	2/2/2023	DLT Solutions LLC	\$6,895.06
131227	2/2/2023	Gulf States Distributors Inc	\$624.75
131228	2/2/2023	CMS Uniforms & Equipment	\$670.00
131229	2/2/2023	Impressions	\$20.00
131230	2/2/2023	State Of TN Attn: Lily White	\$204.25
131231	2/2/2023	State Of TN Dept Of Revenue	\$9.50
131232	2/2/2023	UniFirst Corporation	\$258.36
131233	2/2/2023	Columbia Kubota LLC	\$2,227.42
131234	2/2/2023	J & M Supply Solutions	\$291.66
131235	2/2/2023	City Of Col Tn Retirement	\$29,431.05
131236	2/2/2023	D & D Towing & Recovery	\$175.00
131237	2/2/2023	Atmos Energy	\$3,429.68
131238	2/2/2023	Daily Herald (Ads)	\$1,690.46
131239	2/2/2023	Global Industrial	\$599.70
131240	2/2/2023	Gateway Tire & Service Center	\$30.00
131241	2/2/2023	Certified Languages International	\$10.15
131242	2/2/2023	Henderson, Hutcherson &	\$2,040.00
131243	2/2/2023	Needle And Grain	\$640.00
131244	2/2/2023	MissionSquare Retirement	\$250.00
131245	2/2/2023	Travelers	\$100.00
131246	2/2/2023	Knighthorst Shredding, LLC	\$115.00
131247	2/2/2023	Verizon Wireless 10	\$219.00
131248	2/2/2023	Pulte Group Inc - TN Division	\$1,491.19
131249	2/2/2023	Saulo C Camejo	\$75.00
131250	2/2/2023	Ryan Homes	\$101.97
131251	2/2/2023	Volunteer Paving LLC	\$187.23
131252	2/2/2023	VOID-VOID-VOID	\$0.00
131253	2/2/2023	Linda S Davis	\$75.00
131254	2/2/2023	Freedom Hill Land Management	\$4,948.15
131255	2/2/2023	Southern Duplicating of Middle Tennessee	\$621.84
131256	2/2/2023	Patricia A Barrenechea	\$75.00
131257	2/2/2023	Spectrum Enterprise	\$989.00
131258	2/2/2023	Verizon Wireless	\$452.37
131259	2/2/2023	Richmond American Homes of TN	\$1,714.50
131260	2/2/2023	Crunk Engineering LLC	\$200.00
131261	2/2/2023	Donald W Paul	\$75.00
131262	2/2/2023	Larry Maxwell	\$75.00
131263	2/2/2023	Douglas Anderson	\$75.00
131264	2/2/2023	Jacola H Gaines	\$75.00
131265	2/2/2023	Ada C Harrington	\$75.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 2/1/2023 - 2/28/2023**

GENERAL FUND

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131266	2/2/2023	Elaine Garmon	\$10.00
131267	2/3/2023	VOID-VOID-VOID	\$0.00
131268	2/3/2023	VOID-VOID-VOID	\$0.00
131269	2/3/2023	VOID-VOID-VOID	\$0.00
131270	2/3/2023	VOID-VOID-VOID	\$0.00
131271	2/3/2023	VOID-VOID-VOID	\$0.00
131272	2/3/2023	VOID-VOID-VOID	\$0.00
131273	2/3/2023	VOID-VOID-VOID	\$0.00
131274	2/3/2023	Morgan Brothers Electric Inc	\$3,936.50
131275	2/3/2023	Stringfellow Inc	\$1,805.00
131276	2/3/2023	Journal Communications Inc	\$14,210.00
131277	2/3/2023	Quality Management Services, LLC	\$2,750.00
131278	2/3/2023	Smile Farm	\$4,618.00
131279	2/3/2023	Richmond American Homes of TN	\$57.15
131280	2/3/2023	Andrew Cowgill	\$125.00
131281	2/9/2023	Ace Hardware	\$34.88
131282	2/9/2023	Columbia Power & Water Systems	\$4,354.72
131283	2/9/2023	A To Z Office Resource	\$475.95
131284	2/9/2023	Communications Services, Inc.	\$2,054.00
131285	2/9/2023	Rippey Auto Parts Co Inc	\$72.00
131286	2/9/2023	Roto-Rooter	\$3,848.00
131287	2/9/2023	Maury Co United Way	\$509.00
131288	2/9/2023	Columbia Oil Company Inc	\$5,987.98
131289	2/9/2023	TN Dept of Labor & Workforce D	\$352.94
131290	2/9/2023	Stoltz Printing Co	\$109.50
131291	2/9/2023	Stringfellow Inc	\$1,975.00
131292	2/9/2023	Duck River Electric	\$60.90
131293	2/9/2023	Neel-Schaffer	\$2,400.00
131294	2/9/2023	Auto Trim Design	\$785.00
131295	2/9/2023	AT&T	\$1,422.95
131296	2/9/2023	AT&T	\$72.35
131297	2/9/2023	David's Lock & Key Inc	\$269.85
131298	2/9/2023	Rogers Group Inc	\$432.33
131299	2/9/2023	NexAir LLC	\$40.11
131300	2/9/2023	Robert J Young Company LLC	\$27.39
131301	2/9/2023	Gulf States Distributors Inc	\$3,066.00
131302	2/9/2023	Industrial Contractors Inc	\$975.00
131303	2/9/2023	Lose Design - Lose & Associates, Inc	\$11,240.00
131304	2/9/2023	Short Services Group dba Landscape Management Co	\$8,212.90
131305	2/9/2023	TN Fire Svs & Codes Enf Academy	\$531.00
131306	2/9/2023	Break Time Services	\$14.00
131307	2/9/2023	Royal Flush Portables	\$170.00
131308	2/9/2023	Best Cleaners	\$288.05
131309	2/9/2023	Impressions	\$266.50
131310	2/9/2023	Columbia Firefighter Assn	\$520.00
131311	2/9/2023	G & W Diesel Services, Inc.	\$2,909.67
131312	2/9/2023	MX-Sport Grafix & Awards LLC	\$1,075.00
131313	2/9/2023	J. D. Eatherly	\$65,250.00
131314	2/9/2023	UniFirst Corporation	\$2,265.61
131315	2/9/2023	Public Entity Partners	\$10,606.42
131316	2/9/2023	J & M Supply Solutions	\$152.37
131317	2/9/2023	Ladd's	\$596.51

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 2/1/2023 - 2/28/2023**

GENERAL FUND

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131318	2/9/2023	D & D Towing & Recovery	\$250.00
131319	2/9/2023	Charles Raines	\$65,250.00
131320	2/9/2023	C.E.S. City Electric Supply Co	\$549.07
131321	2/9/2023	Thad Jablonski	\$60.88
131322	2/9/2023	Volkert Inc	\$3,269.40
131323	2/9/2023	State Systems, LLC	\$465.00
131324	2/9/2023	Fire Storm	\$5,999.40
131325	2/9/2023	Maury County 911	\$7,358.09
131326	2/9/2023	Summit Uniforms	\$289.13
131327	2/9/2023	Waypoint Business Solutions	\$450.00
131328	2/9/2023	Firstnet Services Provided By AT&T Mobility	\$1,151.91
131329	2/9/2023	Shaw Enterprises LLC	\$10,800.00
131330	2/9/2023	STS Distribution	\$1,125.00
131331	2/9/2023	Verizon Connect	\$322.15
131332	2/9/2023	Janet Weidner	\$144.00
131333	2/9/2023	Mountain Ash LLC	\$288.00
131334	2/9/2023	Southeastern Shirt Corp.	\$1,324.13
131335	2/9/2023	Wells Fargo Financial Leasing, Inc	\$372.73
131336	2/9/2023	TLP Enterprises LLC	\$24,500.00
131337	2/9/2023	C & C Bucket Truck and Tree Service	\$1,000.00
131338	2/9/2023	Southern Pipe & Supply	\$167.34
131339	2/9/2023	Helga O'Field	\$75.00
131340	2/9/2023	Sherron A Scott	\$75.00
131341	2/9/2023	Law Enforcement Leadership LLC	\$80.00
131342	2/9/2023	Ahler & Associates, LLC	\$100.00
131343	2/9/2023	Larry Herring, c/o Sherri Huff	\$75.00
131344	2/9/2023	Doris King	\$75.00
131345	2/15/2023	AFLAC-Amer Family Life Assurance Co	\$275.44
131346	2/15/2023	Columbia Paint & Wallcover	\$890.76
131347	2/15/2023	Columbia Power & Water Systems	\$10,666.72
131348	2/15/2023	Jones & Lang Sporting Goods	\$60.00
131349	2/15/2023	United Farm & Home Cooperative	\$99.00
131350	2/15/2023	Morgan Brothers Electric Inc	\$112.26
131351	2/15/2023	TN Comptroller Of The Treasury	\$3,931.00
131352	2/15/2023	Shapard Lumberyard LLC	\$364.44
131353	2/15/2023	Columbia Neon Co	\$1,118.75
131354	2/15/2023	Columbia Machine Works	\$745.00
131355	2/15/2023	Red Bud Supply Inc	\$144.60
131356	2/15/2023	David's Lock & Key Inc	\$1,544.00
131357	2/15/2023	Ritco Inc	\$18,543.00
131358	2/15/2023	Mail Call	\$4,960.70
131359	2/15/2023	Dell Marketing L P	\$4,362.24
131360	2/15/2023	DLT Solutions LLC	\$223.20
131361	2/15/2023	Golden Engineering Inc	\$5,315.00
131362	2/15/2023	Tennessee Electrical Inc	\$10,547.50
131363	2/15/2023	CMS Uniforms & Equipment	\$670.00
131364	2/15/2023	Break Time Services	\$77.00
131365	2/15/2023	Impressions	\$624.50
131366	2/15/2023	Vulcan Materials Co	\$618.18
131367	2/15/2023	Maury County Equipment	\$911.30
131368	2/15/2023	Tony Gray	\$271.00
131369	2/15/2023	Heritage-Crystal Clean, LLC	\$499.50

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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GENERAL FUND

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131370	2/15/2023	Brian Allen Goats	\$271.00
131371	2/15/2023	Parman Energy Group LLC	\$342.39
131372	2/15/2023	Mutual Of Omaha	\$11,625.23
131373	2/15/2023	UniFirst Corporation	\$560.42
131374	2/15/2023	Trane U.S. Inc	\$458.00
131375	2/15/2023	D & D Towing & Recovery	\$150.00
131376	2/15/2023	Atmos Energy	\$3,641.07
131377	2/15/2023	AT&T	\$292.76
131378	2/15/2023	Diverse Computing Inc	\$6,500.00
131379	2/15/2023	Daily Herald (Ads)	\$1,202.89
131380	2/15/2023	Safe Industries	\$2,488.20
131381	2/15/2023	Ford Of Murfreesboro	\$93,962.00
131382	2/15/2023	Trent Thomson	\$337.00
131383	2/15/2023	Global Industrial	\$19,922.70
131384	2/15/2023	Triad Martial Arts, Inc	\$1,400.00
131385	2/15/2023	JayBird Portable Restrooms LLC	\$85.00
131386	2/15/2023	Johnson Controls	\$1,869.89
131387	2/15/2023	Leaf	\$643.00
131388	2/15/2023	Combined Insurance, a Chubb Company	\$1,030.70
131389	2/15/2023	REM Company, Inc	\$2,590.24
131390	2/15/2023	Maury County 911	\$20,312.19
131391	2/15/2023	Summit Uniforms	\$66.50
131392	2/15/2023	FBI - LEEDA	\$50.00
131393	2/15/2023	Reach Technologies	\$80.36
131394	2/15/2023	Apparel Masters of Tennessee	\$764.30
131395	2/15/2023	ICORE Technology	\$7,620.00
131396	2/15/2023	Beard Equipment Company, Inc.	\$116.72
131397	2/15/2023	Cara E Lynn	\$202.56
131398	2/15/2023	Eric Stechauner	\$948.00
131399	2/15/2023	DOLGENCORP LLC	\$6.59
131400	2/22/2023	Ace Hardware	\$24.99
131401	2/22/2023	AFLAC-Amer Family Life Assurance Co	\$275.44
131402	2/22/2023	City Of Col Employees Retireme	\$182,522.91
131403	2/22/2023	Columbia Paint & Wallcover	\$91.94
131404	2/22/2023	Maury Co United Way	\$494.00
131405	2/22/2023	Public Entity Partners	\$25,841.63
131406	2/22/2023	David's Lock & Key Inc	\$14.10
131407	2/22/2023	Robert J Young Company LLC	\$198.39
131408	2/22/2023	Defense Technology LLC	\$1,601.11
131409	2/22/2023	Brad Ribley	\$222.00
131410	2/22/2023	Fernwood Garden Center, LLC	\$1,214.81
131411	2/22/2023	Impressions	\$100.00
131412	2/22/2023	Vulcan Materials Co	\$135.35
131413	2/22/2023	Columbia Firefighter Assn	\$520.00
131414	2/22/2023	Heritage-Crystal Clean, LLC	\$1,466.79
131415	2/22/2023	Parman Energy Group LLC	\$1,856.75
131416	2/22/2023	UniFirst Corporation	\$298.86
131417	2/22/2023	J & M Supply Solutions	\$378.01
131418	2/22/2023	City Of Col Tn Retirement	\$23,902.46
131419	2/22/2023	Tri Star Energy	\$6,630.66
131420	2/22/2023	Atmos Energy	\$1,567.29
131421	2/22/2023	Melissa Sanders	\$80.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 2/1/2023 - 2/28/2023**

GENERAL FUND

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131422	2/22/2023	Trent Thomson	\$222.00
131423	2/22/2023	Thad Jablonski	\$80.49
131424	2/22/2023	SRM Concrete	\$555.00
131425	2/22/2023	Chrysler Dodge Jeep Ram	\$3,289.00
131426	2/22/2023	Certified Languages International	\$59.45
131427	2/22/2023	Kellye Murphy	\$100.09
131428	2/22/2023	Verizon Wireless 03	\$41.80
131429	2/22/2023	Timothy McMeans	\$125.00
131430	2/22/2023	SiteOne Landscape Supply LLC	\$774.43
131431	2/22/2023	Car Wash HQ Inc #834	\$714.00
131432	2/22/2023	Freedom Hill Land Management	\$6,236.43
131433	2/22/2023	City of Col Petty Cash	\$240.00
131434	2/22/2023	Music City Publications, Inc.	\$4,400.00
131435	2/22/2023	Jennifer Lynn Kane	\$211.00
131436	2/24/2023	Maury Co Government	\$14,068.21
131437	2/24/2023	Morgan Brothers Electric Inc	\$164.84
131438	2/24/2023	Tn Federation Of Fire Chaplain	\$100.00
131439	2/24/2023	Unum Life Insurance Co Of Amer	\$1,598.88
131440	2/24/2023	UniFirst Corporation	\$155.78
131441	2/24/2023	Tri Star Energy	\$17,755.17
131442	2/24/2023	Thad Jablonski	\$48.01
131443	2/24/2023	SRM Concrete	\$852.00
131444	2/24/2023	Chrysler Dodge Jeep Ram	\$3,269.00
131445	2/24/2023	Telecom Tower Group LLC	\$289.83
131446	2/24/2023	Maury Regional Medical Center	\$140.00
131447	2/24/2023	Summit Uniforms	\$747.90
131448	2/24/2023	Aladtec	\$8,899.72
131449	2/24/2023	Vickers Consulting Services Inc	\$1,200.00
131450	2/24/2023	TN Dept of Commerce & Insurance	\$825.00
131451	2/24/2023	Southeastern Shirt Corp.	\$1,256.24
131452	2/24/2023	Bound Tree Medical, LLC	\$462.08
131453	2/24/2023	Bonnie Froehlich	\$58.16
131454	2/24/2023	John Timothy Nixon	\$9,687.18

Total Purchase Cards:	\$ 95,943.80
Total Payroll Transfers:	\$ 1,269,944.68
Total Misc. Transfers:	\$ 280,525.99
Total Checks: 241	<u>\$ 1,155,370.15</u>
Total:	\$ 2,801,784.62

STATE STREET AID

7965	2/2/2023	Columbia Power & Water Systems	\$3,037.84
7966	2/2/2023	Duck River Electric	\$58.14
7967	2/2/2023	Wright Paving Contractors, Inc	\$121,692.98
7968	2/9/2023	Columbia Power & Water Systems	\$11,338.41
7969	2/15/2023	VOID-VOID-VOID	\$0.00
7970	2/15/2023	Temple Inc	\$1,215.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 2/1/2023 - 2/28/2023**

STATE STREET AID

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7971	2/24/2023	RAI Products	\$333.38
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Total Purchase Cards:	\$	222.75
Total Misc. Transfers:	\$	-
Total Checks: 7	\$	137,675.75
Total:	\$	137,898.50

SANITATION

21875	2/2/2023	City Of Col Employees Retireme	\$10,801.24
21876	2/2/2023	City Of Col Tn Retirement	\$1,414.49
21877	2/2/2023	Atmos Energy	\$2,173.56
21878	2/2/2023	United Waste Haulers Of TN LLC	\$5,003.30
21879	2/2/2023	Henderson, Hutcherson &	\$210.00
21880	2/9/2023	Columbia Oil Company Inc	\$21,578.15
21881	2/9/2023	Lively Florist	\$81.83
21882	2/9/2023	Robert J Young Company LLC	\$27.38
21883	2/9/2023	Break Time Services	\$14.00
21884	2/9/2023	UniFirst Corporation	\$688.43
21885	2/9/2023	Marshall County Solid Waste and Recycling	\$2,127.45
21886	2/9/2023	Wells Fargo Financial Leasing, Inc	\$141.18
21887	2/9/2023	Wastebuilt Environmental Solutions, LLC	\$4,061.19
21888	2/15/2023	Impressions	\$60.75
21889	2/15/2023	Mutual Of Omaha	\$650.03
21890	2/15/2023	Daily Herald (Ads)	\$202.14
21891	2/15/2023	United Waste Haulers Of TN LLC	\$3,348.00
21892	2/15/2023	Combined Insurance, a Chubb Company	\$106.04
21893	2/22/2023	City Of Col Employees Retireme	\$7,995.43
21894	2/22/2023	Public Entity Partners	\$794.87
21895	2/22/2023	City Of Col Tn Retirement	\$1,047.05
21896	2/22/2023	Tri Star Energy	\$596.63
21897	2/24/2023	Unum Life Insurance Co Of Amer	\$113.60

Total Purchase Cards:	\$	20,002.43
Total Payroll Transfers:	\$	69,704.11
Total Misc. Transfers:	\$	18,159.76
Total Checks: 23	\$	63,236.74
Total:	\$	171,103.04

WASTEWATER

47782	2/2/2023	City Of Col Employees Retireme	\$19,448.42
47783	2/2/2023	Columbia Power & Water Systems	\$8,150.29
47784	2/2/2023	Public Entity Partners	\$910.04
47785	2/2/2023	Robert J Young Company LLC	\$514.54
47786	2/2/2023	Vulcan Materials Co	\$1,201.50
47787	2/2/2023	UniFirst Corporation	\$328.86
47788	2/2/2023	City Of Col Tn Retirement	\$2,546.89
47789	2/2/2023	Atmos Energy	\$150.39
47790	2/2/2023	Tidewater Products, Inc	\$8,942.70
47791	2/2/2023	Henderson, Hutcherson &	\$750.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 2/1/2023 - 2/28/2023**

WASTEWATER

PAGE 7

47792	2/2/2023	ACT & C	\$268.00
47793	2/2/2023	Waypoint Analytical, LLC	\$358.00
47794	2/3/2023	Tabitha Bass	\$684.39
47795	2/9/2023	Columbia Power & Water Systems	\$1,696.82
47796	2/9/2023	Columbia Oil Company Inc	\$4,929.25
47797	2/9/2023	Duck River Electric	\$304.33
47798	2/9/2023	J R Wauford & Co Cons Eng, Inc	\$124,200.00
47799	2/9/2023	Vulcan Materials Co	\$2,622.59
47800	2/9/2023	Stuart C Irby Co	\$711.75
47801	2/9/2023	UniFirst Corporation	\$768.34
47802	2/9/2023	Tri Star Energy	\$1,862.23
47803	2/9/2023	Waypoint Analytical, LLC	\$460.00
47804	2/15/2023	Ace Hardware	\$215.88
47805	2/15/2023	Columbia Power & Water Systems	\$88,114.42
47806	2/15/2023	Duck River Electric	\$2,576.33
47807	2/15/2023	ICM - Improved Construction Methods	\$960.00
47808	2/15/2023	Robert J Young Company LLC	\$74.94
47809	2/15/2023	WM CORPORATE SERVICES, INC	\$23,401.92
47810	2/15/2023	Vulcan Materials Co	\$687.70
47811	2/15/2023	Mutual Of Omaha	\$1,680.02
47812	2/15/2023	Atmos Energy	\$56.14
47813	2/15/2023	Combined Insurance, a Chubb Company	\$29.40
47814	2/15/2023	ACT & C	\$1,142.45
47815	2/15/2023	Waypoint Analytical, LLC	\$766.00
47816	2/15/2023	Ryan Filipkowski	\$193.00
47817	2/20/2023	W & O Construction Co., Inc.	\$40,000.00
47818	2/22/2023	City Of Col Employees Retireme	\$14,923.07
47819	2/22/2023	Vulcan Materials Co	\$437.29
47820	2/22/2023	UniFirst Corporation	\$363.65
47821	2/22/2023	City Of Col Tn Retirement	\$1,954.27
47822	2/22/2023	Tri Star Energy	\$1,476.95
47823	2/22/2023	Xylem Dewatering Solutions Inc	\$2,023.60
47824	2/22/2023	McBroom Investments	\$5,480.50
47825	2/22/2023	J & B Real Estate	\$17,581.25
47826	2/22/2023	Radwell International, LLC	\$342.00
47827	2/24/2023	Consolidated Pipe & Supply	\$2,734.90
47828	2/24/2023	Unum Life Insurance Co Of Amer	\$45.60
47829	2/24/2023	Tri Star Energy	\$637.98
47830	2/24/2023	Source Technologies	\$20,608.00
47831	2/24/2023	Engineering & Testing Solutions LLC	\$15,800.00

Total Purchase Cards:	\$	13,209.73
Total Payroll Transfers:	\$	145,870.05
Total Misc. Transfers:	\$	25,933.44
Total Checks: 50	\$	426,116.59
Total:	\$	611,129.81

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 2/1/2023 - 2/28/2023**

DRUG

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5940	2/15/2023	Thomson Reuters - West	\$64.00
5941	2/15/2023	AT&T	\$1,150.00
5942	2/22/2023	City of Col Petty Cash	\$38.00

Total Purchase Cards:	\$	757.47
Total Checks: 3	\$	<u>1,252.00</u>
Total:	\$	2,009.47

INSURANCE

3035	2/22/2023	BlueCross BlueShield Of TN	\$22,540.63
3036	2/24/2023	Maury Regional Hospital Marshall Medical Ctr	\$9,033.00

Total Misc. Transfers:	\$	244,133.94
Total Checks: 2	\$	<u>31,573.63</u>
Total:	\$	275,707.57

CAPITAL PROJECTS

3013	2/2/2023	Sessions Paving Company Inc	\$20,477.00
3014	2/2/2023	Ragan Smith & Associates Inc	\$12,990.37
3015	2/2/2023	Barge Design Solutions, Inc	\$2,271.25
3016	2/2/2023	Adams Contracting, LLC	\$211,950.70
3017	2/15/2023	Ragan Smith & Associates Inc	\$4,141.66

Total Misc. Transfers:	\$	-
Total Checks: 5	\$	<u>251,830.98</u>
Total:	\$	251,830.98



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Sommar Jaynes, Purchasing Agent, 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.

ATTACHMENTS: Surplus List.

SURPLUS LISTING FOR COUNCIL AGENDA

4/13/2023

Dept Code	Description	Serial #
42100	7 centerpiece siren mounts for patrol vehicles	
42100	4 full wrap siren mount brush guards	
42100	11 Setina Police Cages used in Chevy Impalas	



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Sommar Jaynes, Purchasing Agent, sjaynes@columbiatn.com, 931-560-1580

AGENDA ITEM TITLE: APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE A CUSTOMER SERVICE AGREEMENT WITH CINTAS FOR UNIFORM, JANITORIAL & LINEN RENTALS CITY WIDE

RECOMMENDATION: Approve a three-year bid award to Cintas Corp for uniform, janitorial and linen rentals.

INFORMATION: The City provides work uniforms for workers in Public Works, Wastewater, Parks and Recreation as well as janitorial items and lines for Development Services and Fire and Rescue. The current award to UniFirst expired March 31, 2023. Bids were requested on the various rental items and Cintas and UniFirst were the only two to respond. It is recommended that Council approve a three-year bid with no price adjustments to Cintas Corp.

ATTACHMENTS: Service Agreement; Bid Analysis Bid Sheet.



FACILITIES SOLUTIONS AGREEMENT

Location No. 241

Contract No. _____

Customer No. _____

Main Corporate Code → **New CC 13218**Customer/Participating Agency City of Columbia Date _____
Phone 931.560.1500Address 700 N Garden Street City Columbia State TN Zip 38401

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	SEE ATTACHED BID PRICING SCHEDULE	

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ N/A ea
- Customer Emblem \$ N/A ea
- COD Terms \$ N/A per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item SEE ATTACHED % of Inventory \$ _____ Ea.
- Automatic Lost Replacement Charge: Item SEE ATTACHED % of Inventory \$ _____ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ 1.53 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.155 per garment.
- Seasonal Sleeve Change \$ N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$.00
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 8.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		SEE ATTACHED BID PRICING SCHEDULE			

*Indicated bundled items/services

N/A ☐ Initial and check box if Unilease. All Garments will be cleaned by customerN/A ☐ Date _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control Date customer.N/A ☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments

Date _____ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

APPROVED AS TO LEGAL FORM:

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

Omnia Partners Public Sector Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
8. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by

Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



Bid Analysis

ITB: Uniform, Janitorial and Linen Rental
Solicitation: 999-0323-16
Opened 3/28/2023

Background

The City provides uniforms to number of employees in Wastewater, Public Works, Parks and Recreation and janitorial and linen items for Development Services and Fire and Rescue. In addition to uniforms, the City rents towels, mops and mats. Our estimated yearly spend on rentals is approximately \$37,000.00 per year.

The current bid requires all new uniforms to employees and inventory print out of pickup and delivery. We received bids from Cintas and Unifirst as follows:

ITEM	GENDER		CINTAS	UNIFIRST	CINTAS	UNIFIRST
	M	F	1 ST YEAR PER UNIT	1 ST YEAR PER UNIT	REPLACEMENT COST PER UNIT	REPLACEMENT COST PER UNIT
Blended Uniform Shirts Long Sleeves	Unisex		.14	.16	16.88	18.00
Blended Uniform Shirts – Short Sleeves	Unisex		.14	.14	16.88	16.20
Blended Uniform Pants	Y	Y	.20	.23	19.55	23.14
Blended Uniform Shorts	Y	Y	.20	.18	19.55	20.88
Cotton Uniform Shirt Long Sleeves	Unisex		.25	.22	19.55	26.11
Cotton Uniform Pants – Males	Y		.25	.28	25.52	32.35
Button Down Oxford Shirt Long Sleeve	Y	Y	.18	.19	23.89	22.27
Button Down Oxford Shirt Short Sleeve	Y	Y	.18	.19	23.89	22.27
Polo Shirt	Y	Y	.19	.20	21.72	23.02
Cotton Denim Jeans – Classic Fit –	Y	Y	.24	.24	29.32	28.29

Cotton Denim Jeans – Relaxed Fit –	Y	Y	.24	.28	29.32	33.48
Lined Hip Jacket	Y	Y	.40	.44	33.66	42.21
ANSI 3 Hi Viz – pocketed T Shirt	Unisex		.38	.42	34.80	47.12
ANSI 2 High Viz Jacket	Unisex		1.25	1.12	80.10	105.43
Coat - Lab	Y	Y	.25	.18	27.15	21.02
Roll Towels- White			6.00	6.00	6.00	NA
Bar Towel			.10	.13	1.17	2% Inv @ .45
Bath Towel			.19	.50	1.25	2% Inv @ 1.89
Shop Towel (Wipes) 18 x 18			.05	.08	.41	2% Inv @ .45
Fender Cover 36"x54"			.25	1.00	.75	5.98
Dust Mop with handle & frame – 36 inch			.75	1.00	9.00	17.39
Dust Mop with handle & frame – 48 inch			.65	.75	7.20	13.49
Dust Mop with handle & frame – 48 inch			1.00	1.25	10.80	20.78
Mat 4'x6'			2.00	3.00	63.00	115.04
Mat 3'x5'			1.75	2.00	40.00	74.58
Mat 3'x10'			2.50	4.00	81.00	148.82
Mat 3 x15			2.50	NA	81.00	NA
Scraper Mat 4 X 4			1.25	1.00	40.00	151.03

Recommendation – I recommend that Council consider a three year renewable bid award to Cintas Corporation for uniform, janitorial and linen rental.

Sommar Jaynes, Purchasing Agent

CITY OF COLUMBIA, TENNESSEE
BID SHEET - Invitation to Uniform, Janitorial and Linen Rental, Solicitation 999-0323-16- Page 1 of 2
All bids are to be expressed as per item and not by sets.

ITEM	GENDER		1 ST YEAR PER UNIT	REPLACEMENT COST PER UNIT
	M	F		
Blended Uniform Shirts Long Sleeves	X	X	\$0.14	\$16.88
Blended Uniform Shirts - Short Sleeves	X	X	\$0.14	\$16.88
Blended Uniform Pants	X	X	\$0.20	\$19.55
Blended Uniform Shorts	X	X	\$0.20	\$19.55
Cotton Uniform Shirt Long Sleeves	X	X	\$0.25	\$25.52
Cotton Uniform Pants - Males	X	X	\$0.18	\$23.89
Button Down Oxford Shirt Long Sleeve	X	X	\$0.18	\$23.89
Button Down Oxford Shirt Short Sleeve	X	X	\$0.19	\$21.72
Polo Shirt	X	X	\$0.24	\$29.32
Cotton Denim Jeans - Classic Fit -	X	X	\$0.24	\$29.32
Cotton Denim Jeans - Relaxed Fit -	X	X	\$0.40	\$33.66
Lined Hip Jacket	X	X	\$0.38	\$34.80
ANSI 3 Hi Viz - pocketed T Shirt	X	X	\$1.25	\$80.10
ANSI 2 High Viz Jacket	X	X	\$0.25	\$27.15
Coat - Lab	X	X	\$6.00	\$6.00
Roll Towels- White	N/A	N/A	\$0.10	\$1.17
Bar Towel	N/A	N/A	\$0.19	\$1.25
Bath Towel	N/A	N/A	\$0.05	\$0.41
Shop Towel (Wipes) 18 x 18	N/A	N/A	\$0.25	\$0.75
Fender Cover 36"x54"	N/A	N/A	\$0.75	\$9.00
Dust Mop with handle & frame - 30 inch	N/A	N/A	\$0.65	\$7.20
Dust Mop with handle & frame - 24 inch	N/A	N/A	\$1.00	\$10.80
Dust Mop with handle & frame - 48 inch	N/A	N/A	\$2.00	\$63.00
Mat 4'x6'	N/A	N/A	\$1.75	\$40.00
Mat 3'x5'	N/A	N/A	\$2.50	\$81.00
Mat 3'x10'	N/A	N/A	\$2.50	\$81.00
Mat 3 x15	N/A	N/A	\$1.25	\$40.00
Scraper Mat 4 X 4	N/A	N/A		

In compliance with this **Invitation for Bid for Uniform, Janitorial and Linen Rental**, Solicitation 999-0323-16 and subject to all conditions, terms and specification thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted and at the price quoted as specified herein together with any renewals as may be provided for herein.

All prices offered shall be fixed from the date of the award until July 1, 2024 at which time an adjustment in unit pricing equal to price adjustment bid may be applied. Annual adjustments on July 1 of each subsequent year may be applied based upon the annual adjustment as bid.

Annual adjustment percentage effective 7/1/2024 - 0%
 Annual adjustment percentage effective 7/1/2025 - 0%



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Boschers, Director Wastewater, dboschers@columbiatn.com, (931)560-1011

AGENDA ITEM TITLE:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE INDUSTRIAL WASTE & DISPOSAL SERVICES
AGREEMENT WITH WASTE MANAGEMENT

RECOMMENDATION: Approve

INFORMATION: The City of Columbia's Wastewater Treatment Plant disposes of its bio-solids from the operation of the de-watering process in Waste Management's Cedar Ridge Landfill in Marshall County, TN. The original approval from TDEC allowing the City to utilize their services was approved on April 29, 1994. The new rate per ton with a minimum charge for 5 tons is \$50.00/ton. The City of Columbia's current agreement with Waste Management expires June 30, 2023.

ATTACHMENTS: Waste ManagementCU2964 Exhibit A

Profile number: CU2964

TSR : Samantha Hutcheson Sales person: 547

Sales person: 547

A. GENERATOR

1. Name: CITY OF COLUMBIA WWTP
2. Address: 1244 Treatment Plant Rd
- City: Columbia County: _____
- State: TN ZIP code: 38401

C. FACILITY

1. Name(s): Cedar Ridge Landfill

B. CUSTOMER BILLING INFORMATION

1. Name: Columbia Wastewater Treatment System
2. Address: 1244 Treatment Plant Rd
- City: Columbia
- State: TN ZIP code: 38401
3. Contact name: Donald Bosher
4. Email: dbosher@columbiatn.com
5. Phone: (931) 388-2419 6. Fax: _____
7. P.O. number: _____

D. MATERIAL

1. Name: WWT SLUDGE
2. Anticipated volume: 8000 Tons

E. CHARGES

☐ See Attached[illegible]

Other services not listed above will incur additional charges that vary by location and are subject to change without notice. Payment of invoice represents agreement of such charges.

PLEASE REVIEW SECTION F WHICH CONTAINS IMPORTANT COMMENTS REGARDING YOUR WASTE STREAM.



Industrial Waste & Disposal Services Agreement

Exhibit A

F. COMMENTS

☐ See Attached

- Waste Management reserves the right to refuse any load or discontinue any waste stream should such waste pose a threat to human health or safety, prove to be operationally challenging, or is in violation of any WM permit.
- All loads must be accompanied by proper shipping paper.
- If Waste Management (WM) received authorization to make changes to your waste profile during the approval process, your acceptance and execution of this Exhibit A confirms the accuracy of the changes.
- If WM (or a WM contracted hauler) is not providing the transportation services, you must ensure that the transporter is licensed and approved to haul the Special Waste and/or Hazardous Waste. All Third Party Transporters must comply with WM Safety requirements and procedures (hard hat, safety glasses, steel-toe boots, and safety vest). If transporting to a CWM facility, a Tyvek suit and respirator are also required.
- Prices quoted herein are valid for 30 days. Unless Waste Management is hired for this project prior to the expiration of this 30 day period in which case pricing remains valid in accordance with the terms of the Service Agreement.
- Pricing is based on the information provided on your profile and the representative data previously submitted. Charges incurred for additional services not listed above will be subject to standard rates and payment of the invoice represents mutual agreement of those charges.
- The fuel surcharge percentage can fluctuate on a weekly basis; www.wm.com/fec.jsp provides the current Fuel Surcharge and DOE average. The actual percentage rate applied to the total project invoice will be determined on the date the load was received.
- Please see profile approval form for special handling instructions. Additional special terms and conditions may be defined on your original quotation.

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste & Disposal Services Agreement or other contractual agreement between the parties dated: 03/19/2014

YOUR ACCEPTANCE OF THESE TERMS CREATES A BINDING AGREEMENT AS FOLLOWS: (I) TYPE OR SIGN YOUR NAME AND TITLE WHERE INDICATED BELOW OR (II) YOUR TENDER OR DELIVERY TO COMPANY OF THE INDUSTRIAL WASTE DESCRIBED IN THE COMPANY APPROVED PROFILE SHEET AND (IF APPLICABLE) CONFIRMATION LETTER SHALL CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS WITHOUT YOUR SIGNATURE.

COMPANY

By: _____

Date: _____

Name: _____

Title: _____

CUSTOMER

Signature: _____ Date: _____

Name: _____

Title: _____

APPROVED AS TO LEGAL FORM:

By: C. Tim Fisher
By: C. Tim Fisher, CITY ATTORNEY

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

Last revised on December 12, 2016
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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Boshers, Director Wastewater, dboshers@columbiatn.com, (931)560-1011

AGENDA ITEM TITLE: RATIFY THE MAYOR SIGNING AN AGREEMENT WITH MSD ENVIRONMENTAL SERVICES, INC. IN THE AMOUNT OF \$46,600.00 FOR THE TWO (2) MONTH RENTAL OF A 1.0 METER BELT PRESS.

RECOMMENDATION: Approve the Ratification of the Signed Agreement

INFORMATION: The Department's belt presses used to de-water the sludge are experiencing a problem with the conveyance system that carries the sludge from the presses to the discharge chute. Lead time on the repair is 4 to 6 weeks. This will also allow the Department to witness the operation of the presses that will be used in the new treatment plant.

ATTACHMENTS: MSD Environmental Agreement



MSD

Environmental Services, Inc.

March 8th, 2023

Corey Jenks
Chief Operator
Columbia WWTP
1244 Treatment Plant Road
Columbia, TN 38401
Office: (931) 560-1015

RE: Proposal for Rental of 3 Belt, 1.0 Meter BDP Trailer Mounted Belt Press

Dear Corey,

MSD Environmental Services, Inc. is pleased to provide you with the following quotation for the rental of a BDP model 3DP belt press on a Curtain side, drop-deck trailer.

Equipment Description

One (1) Late model BDP Industries, 1 Meter, Model 3DP belt filter press, including sludge conditioning and mixing device, seamed woven belts, nylon coated drive/pressure rolls and idler rolls, hydraulic belt tensioning and tracking devices, variable speed press drive, controls and starting equipment, and accessory items or special construction features as follows:

1. One (1) 1M 3DP with independent gravity section at *operator level*
 - Hot Dipped Galvanized steel tubular frame.
 - Machined bearing pads.
 - 304 stainless steel wetted parts.
 - 304 stainless steel hardware.
 - Nylon coated rollers.
 - Self-cleaning showers.
 - 50 PLI hydraulic belt tension.
 - Up-flow feedbox with high solids, variable speed paddle wheel distribution box to insure even sludge distribution.
 - Ten foot long, independent gravity belt section at operator level.
 - Six rows of adjustable, furrowing plows.
 - Adjustable, curved wedge section.
 - 20" diameter, 304, stainless steel perforated roller.
 - Stainless steel non-rewetting perforated roll.
 - Eight s-wrap, vertical pressure section.
 - Severe duty, TEFC motors.
 - Individual drip trays to eliminate cake rewetting.

2. One (1) Hydraulic Power Unit.

3. One (1) Custom bi fold, full width conveyor, capable of loading large dump trucks and trailers. Conveyor is made of stainless steel and is variable speed, hydraulic drive.
4. One Emulsion polymer feed system with 10 GPH progressive cavity pump.
5. One Bornemann EH1900 progressive cavity sludge pump, rated at an approximate maximum of 300 GPM.
6. One (1) 20 hp Gould's 3656 booster pump for shower water rated for 60 GPM at 120 PSI.
7. One (1) Hot dipped galvanized skid with a 304L stainless steel sump pan with 4" cam lock connections on both sides.
8. One 4" Diameter Siemens Magnetic Flow Meter.
9. One (1) Complete electrical control panel for all belt filter press control functions and drives. The press shall contain interlocks required for ancillary equipment.
 - NEMA 4X stainless steel enclosure.
 - 100 amp service.
 - Start/Stop push buttons with run lights on all press drives and auxiliary equipment.
 - PLC based control system.
 - Alarm lights for e-stop, belt misalignment.
 - All VFD drives for press, GBT and sludge feed pump.
10. Custom Stainless Steel Catwalks, including:
 - Catwalks with non-slip aluminum grating. Stainless steel construction on catwalk frame and handrails. Cantilever design to fold up & down. Complete on one side of the press.
11. One lot of wash down hoses and spray nozzles.

Scope of Work

MSD will perform/provide the following:

- Supply unit as described.
- Test run machine prior to shipment.
- Provide setup assistance and training as noted in proposal.

Under the terms of this agreement, the Customer will be responsible to provide the following:

- Access to the site to facilitate the delivery of the press.
- Utilities - Electrical -480 volt, 3 phase 100 amp power source with a disconnect.
- Set up, maintenance and repairs of unit, as outlined in the O&M manual.
- Optimal polymer required for proper press operation.
- Competent operation of the unit.
- Daily cleaning of the press, after operation has ceased.
- **Certificate of Insurance:** A certificate of Insurance providing the following:
 - Property coverage for the value of the rental unit and including MSD as a loss payee. Value: \$565,000.00

- Liability coverage for no less than \$1,000,000 per occurrence for bodily injury and/or property damage and \$2,000,000 aggregate, listing MSD Environmental Services, Inc. as additional insured.
- Cancellation provision to give 30 days' notice to Certificate Holder.
- Certificate holder to read: MSD Environmental Services, Inc., 1000 US 127 South, Eaton, OH 45320
- Any necessary **permits and associated fees** required for the project.
- ***All rental equipment must be kept clean, and returned in excellent condition. Customer will be responsible for all maintenance and any cleaning charges. Customer will also be responsible for any damage to the unit while in Customer's possession. Customer is responsible for missing parts or items. MSD reserves the right to inspect the equipment at any time, during normal working hours. Customer agrees to pay MSD invoices for damaged or missing parts or equipment.***
- ***Customer will be responsible for winterizing the press each day at the end of operation under the circumstances of cold weather. The customer is responsible for any damages created by freezing water to the press. MSD will go over winterization during training.***

Rental Pricing

The rental price for the 1M unit as outlined above is **\$20,000.00** per month
(Minimum 1 month rental period)

Price is based on 72 hours per week of operation. Any additional hours in excess of 72 hours per week will be billed at **\$50.00 per hour** based on the reading from the hour meter on the control panel.

Set Up Assistance and Training

MSD will provide one day of setup and training for **\$2,600.00**

Any further training or set up is **\$1,300.00** per day, per technician needed

Pickup and Return

MSD will provide third party Pickup and return for an **estimated \$4,000.00**

The rental rate starts the day the unit leaves our shop in Eaton, OH. The rental rate stops when unit returns to our shop.

PAYMENT TERMS

The first month's rent and delivery is due prior to pickup of the equipment. The following net invoice amounts shall be due in full within fifteen (15) days from the invoice date.

***Taxes and Other Charges:** Any use tax, sales tax, excise tax, duty, custom, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the price quoted or invoiced. Buyer shall provide Seller at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. **However, in the event any governmental authority subsequently requires Seller to pay any such tax, fee or charge, then Buyer shall be responsible for and shall promptly reimburse Seller for the full amount that Seller is required to pay.**

This Proposal is Valid for 30 days

Equipment Availability

As with any "in-stock" equipment, the units are available on a "first come-first serve" basis. If the unit is rented or sold prior to your rental, MSD can provide quotes on additional equipment, if available.

Thank you for the opportunity to extend this proposal. If you have any questions or concerns, don't hesitate to call me at 937-733-7734.

Sincerely,

Aaron Deaton

Aaron Deaton
MSD Environmental Services, Inc.

LIMITATION OF LIABILITY

In no event and under no circumstances shall MSD Environmental Services, Inc. be liable to the customer for consequential, incidental, indirect, special or punitive damages, whether due to delay, breach of contract, tort (including without limitation negligence) or any other cause. In no event shall MSD Environmental Services, Inc. liability hereunder exceed the value to this contract regardless of legal theory. MSD Environmental Services, Inc. is not responsible for any accidents or injuries related to the equipment and Customer agrees to release, defend, indemnify and hold MSD Environmental Services, Inc. harmless from and against and all accidents, injuries, losses and liabilities.

Non Hazardous Certification

Customer hereby certifies that none of the residuals to be provided to MSD Environmental Services, Inc. under this agreement shall constitute hazardous waste under federal, state or local law. Customer further certifies that it will not combine or mix hazardous waste with the residuals to be provided to MSD Environmental Services, Inc.

CHOICE OF FORUM AND APPLICABLE LAW

This Agreement shall be construed under and governed by the laws of the State of Ohio. The Customer submits and consents to the jurisdiction of the Preble County Common Pleas Court, State of Ohio as the sole and exclusive forum, court and venue to hear any lawsuit or other cause of action regarding this Agreement including, but not limited to, its enforceability, interpretation, validity, damages and issuance of restraining orders, injunctions, both temporary and permanent.

Shipment and Risk of Loss

Risk of loss or damage to the Equipment shall pass to Customer upon tender of the Equipment to Customer or common carrier at MSD Environmental Services, Inc.'s facility. Customer shall keep the Goods fully insured with loss payable to Seller from the time of delivery until the Equipment has been returned to MSD Environmental Services, Inc.

ACCEPTANCE OF THIS PROPOSAL:

We accept the terms and conditions of this proposal as prepared and presented to _____ this _____ day of _____, 2023 for the rental of a 1 Meter Trailer Mounted Belt Press. By signing the acceptance of this proposal, the individuals warrant that they have the authority to bind the respective parties in this agreement.

MSD Environmental Services, Inc.

Signature

Title

Date

City of Columbia

Signature

Mayor

Title

Date

Approved as to Legal Form:

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

Example Stock photo Pictures of Mobile 1 Meter 3DP Units:





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Boschers, Director Wastewater, dboschers@columbiatn.com, (931)560-1011

AGENDA ITEM TITLE:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND THE CITY OF FRANKLIN, CONTRACT #2023-0042

RECOMMENDATION: Approve

INFORMATION: The City of Columbia and the City of Franklin are requesting to enter into an Interlocal Agreement for the purchase of new equipment for the City of Columbia's UV4000 System at the Wastewater Treatment Plant. The City of Franklin recently decommissioned their UV4000 during a plant upgrade and have agreed to sell us new equipment they recently purchased.

ATTACHMENTS: Interlocal Agreement; Cost Savings

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLUMBIA AND THE CITY OF FRANKLIN
COF Contract #2023-0042**

THIS INTERLOCAL AGREEMENT, (“Agreement”), is entered into on this the _____ day of _____ 2023, by and between the City of Franklin, Tennessee (“Franklin”), a municipal government located at 109 Third Ave. South, Franklin, Tennessee, 37064, and the City of Columbia, Tennessee (“Columbia”), a municipal government located at 700 N. Garden Street, Columbia, Tennessee, 38401, to establish the terms and financial responsibilities for the sale of certain parts and equipment.

RECITALS

WHEREAS, the City of Franklin and the City of Columbia are public instrumentalities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated*, § 12-9-104;

WHEREAS, Franklin owns and operates a “Trojan UV4000 Equipment” within their water department; and

WHEREAS, Columbia also operates a “Trojan UV4000 Equipment” for their water department; and

WHEREAS, Franklin desires to sell and Columbia desires to purchase, some of Franklin’s excess machine parts and equipment related to the “Trojan UV4000 Equipment”, and totes of polymer; and

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

I. Purpose of Agreement. The purpose of this Interlocal Agreement is to clearly define the contractual responsibilities and financial obligations of Franklin and Columbia for the provision of purchase and sale of Franklin’s excess “Trojan UV4000 Equipment” parts and polymer totes to Columbia (the “Equipment”) described further in Section II.

II. City Obligations.

1. Franklin shall deliver or cause to be delivered to Columbia:
 - a. Two (2) small control boards. \$500.00
 - b. Three (3) new wiper assemblies. \$200.00
 - c. Five (5) wiper assembly kits. \$100.00
 - d. Two (2) ballast replacement fans. \$100.00
 - e. Three (3) hydraulic hoses. \$60.00

- f. One (1) refurbished ballast. \$500.00
- g. Twenty (20) new "UV 4000" lamps. \$7,000.00
- h. Three (3) totes of polymer. \$8,894.00

III. Compensation to Franklin.

As full compensation for the sale of the Equipment, Columbia shall pay Franklin in the amount of Seventeen Thousand Three Hundred Fifty-Four Dollars and 00/100 (\$17,354.00).

IN WITNESS WHEREOF, the City of Franklin and the City of Columbia have executed this Agreement effective as of the date and year provided herein.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: Eric S. Stuckey, City Administrator

BY: Dr. Ken Moore, Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

J. Blake Harper, City of Franklin Staff Attorney

ATTEST:

CITY OF COLUMBIA, TENNESSEE

BY:

BY:

DATE: _____

DATE: _____

APPROVED AS TO LEGAL FORM:

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



WASTEWATER DEPARTMENT

The City of Franklin – The City of Columbia UV Part Sheet

Background: The city of Franklin, Tn Water Department partnered with the City of Columbia Wastewater Department and donated parts from their existing UV disinfection equipment. Columbia currently operates a UV 4000 which is the exact UV franklin is demoing per upgrade. The parts will be a huge cost savings for the City of Columbia and will be put to use. Parts for the UV4000 are no longer manufactured by Trojan (the manufacturer) and with a limited supply prices for this equipment has increased tremendously. Columbia has already obtained these parts listed below off the equipment and is reviewing a interlocal agreement contract for the new parts they had in stock which were never used and stored for their backup needs.

---All equipment listed below is listed as new retail price from the manufacture Trojan.

Parts/Quantity/Price:

- (31) Ballast..... \$60,605.00
- (4) Mother Boards..... \$55,680.00
- (12) Module Boards..... \$80,760.00
- (1) Hydraulic Pump..... \$3,960.00
- (4) Ballast Fans..... \$1,053.12
- (1) Misc. (Hydraulic tank, Asco valve, pressure valve, pump motor.) \$3,500.00

In total the partnership will save the City of Columbia **\$205,558.12** if Columbia had to purchase these new. These spare parts will keep Columbia's UV4000 up to operating condition until Columbia's UV upgrade.

Something Good Around Every Corner

1244 Treatment Plant Road Columbia, Tennessee 38401 Phone 931.560.1001



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Ginger Adams, Administrative Assistant to Fire Chief Ty Cobb, gadams@columbiatn.com
[931-560-1723](tel:931-560-1723)

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF COLUMBIA AND WES ENGINEERS & SURVEYORS FOR PROFESSIONAL ENGINEERING, SURVEYING AND/OR PLANNING SERVICES IN THE AMOUNT OF \$13,750.00 FOR SURVEY AND PROPOSED CONSTRUCTION DOCUMENTS FOR PROPERTY LOCATED AT 711 LION PARKWAY – FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: Columbia Fire & Rescue desires the construction of a 40 x 80 Maintenance Building on the grounds of the Training Center located at 711 Lion Parkway, Fire Station 2. The \$13,750.00 compensation of this agreement with WES Engineers & Surveyors includes the boundary and topographic survey, Preliminary Layout Concept Sketch, Site Engineering Design (Construction Documents) and Landscape Plan.

CERTIFICATION: The Chief Financial Officer certifies that \$ is budgeted and unencumbered in General City Admin –

ATTACHMENTS: Civil Agreement; Civil Proposal.



WES Engineers & Surveyors
2486 Nashville Highway
Columbia, TN 38401

Ph. 931-388-2329

Project # _____

Date March 14, 2023

Principal GV

Project Manager GV

WORK ORDER FOR PROFESSIONAL ENGINEERING, SURVEYING AND/OR PLANNING SERVICES

Client

Agent

Name: Columbia Fire & Rescue

Name: _____

Address 1000 S Garden Street

Address: _____

City/State/Zip: Columbia, Tennessee 38401

City/State/Zip: _____

Phone: (931) 560-1725

Phone: _____

eMail nkeeton@columbiatn.com

Agent Contact: _____

Client Contact: Mr. Nathan Keeton (Asst. Chief)

Project Location: 711 Lion Parkway, Columbia

Services to Be Provided: Survey and Proposed Construction Documents as indicated in proposal

- see proposal dated 3/14/23

BASIS OF COST:

☐ Hourly

☒ Lump Sum, Amount \$ 13,750.00

Proposal # P-23112

Date: March 14, 2023

DEPOSIT REQUESTED \$ n/a

DEPOSIT ACKNOWLEDGED/DATE: _____

ACCEPTED AND AGREED TO:

The undersigned requests WES Engineers & Surveyors to perform the work outlined above.
I/We understand and accept the "Terms and Conditions" as stated on the next page of this Work Order.

Client

WES Engineers & Surveyors

Signature: _____

Signature: _____

Name (print): _____

Name (print): Gerald Vick, PE

Title (print): _____

Title (print): Principal

Date: _____

Date: _____

**ALL PAYMENT CORRESPONDENCE SHOULD BE SENT TO:
WES Engineers & Surveyors – 2486 Nashville Highway - Columbia, TN 38401**

Approved as to Legal Form:

Page 1 of 2

Form Date: January 1, 2004

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

TERMS AND CONDITIONS OF WORK ORDER

1. The services requested of WES Engineers & Surveyors (hereafter "W.E.") by Client are only those services described herein.
2. W.E. agrees to furnish and perform the professional services described in this Work Order in accordance with accepted professional standards. W.E. agrees to perform said work in a timely manner, provided, however, that W.E. shall not be responsible for delays in completing said work that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond its control or delays resulting from the action or inaction of any government agency. W.E. makes no warranty, express or implied, as to its findings, recommendations, plans and specifications except that they were made or prepared in accordance with generally accepted engineering, surveying or planning practices. W.E. shall not be required to perform services during any time that Client is delinquent in payment of monies due W.E.
3. Invoices will be submitted bi-monthly and shall be due and payable upon receipt. All amounts past due over 30 days will incur a finance charge of 1 ½ % per month past due.
4. Neither Client nor W.E. shall assign its interest in this Agreement without written consent of the other, but W.E. may subcontract any portion of the work to be performed hereunder without such consent.
5. The W.E. reserves the right to withdraw and terminate this Agreement if an executed copy of this Agreement is not returned to W.E. by Client within 30 days of W.E.'s date of signing a proposal for such services.
6. W.E. may provide certain estimates, including estimates of completion dates, costs, quantities of materials, and areas, to Client pursuant to this Agreement. All estimates are provided merely for the convenience of Client and are provided "as is" without the representations or warranties of any kind. Client agrees not to rely on any estimate and releases W.E. from any liability arising from Client's use thereof.
7. A lien will be recorded within 45 days of the last day of work unless the account is paid in full or other prior arrangements have been made. A \$250.00 charge will be made for the filing of a mechanics lien and another \$250.00 charge will be made for the filing of a lien release, all in addition to any other charges made.
8. The Client shall be responsible for payment of all costs and expenses incurred by W.E. for its account, including any such monies that W.E. may advance for Client's account for any purpose whatsoever (plus 10% overhead charge).
9. In the event of suit to effect collection for services rendered, Client will pay for all reasonable attorney's fees and court costs.
10. Original documents, drawings and survey notes represent the product of training, experience and professional skill. They belong to and remain the property of W.E. At such time as full compensation is made, copies of said original drawings shall become the property of the Client.
11. W.E. makes no representation, express or implied, that any governmental permits or approvals applied for as a part of the services requested and/or performed will be obtained, or that such permits or approvals will be obtained without administrative delay.
12. Unless otherwise stated in "Services to be Provided" herein, it shall be the Client's responsibility to provide an accurate description of the property to W.E. W.E. will accept no liability arising from an incorrect description furnished by the Client. Unless otherwise stated, presentation of plans or specifications by W.E. does not include any permits that may be required in connection with the same.
13. In consideration for the performance of the services described in this Work Order, Client agrees that the liability of W.E. for any act, error, or omission committed, or alleged to have been committed, in respect to the services provided, shall be limited to the amount of the fee charged for such services, unless said liability is the result of the gross negligence or willful misconduct of W.E.
14. If, as a result of the performance of the services described in this Work Order, W.E. is joined as a party defendant in any litigation brought against the Client for loss or damages not directly and solely caused by the negligent acts, errors or omissions of W.E., Client agrees to defend, indemnify and hold W.E. harmless from any and all liability, damages or costs related thereto.
15. No legal services or legal consultations are covered or offered under this agreement, nor is any compensation for legal services contained herein.
16. No dues, bonds or retainage shall be withheld on professional services performed by W.E.
17. Either W.E. or Client shall have the right to terminate this Agreement at any time by notifying the other party of such intention in writing, such notice to be effective as of the close of business the day of receipt. In such event, Client agrees to pay W.E. within 10 days of termination for all work performed up to the date of termination.

Initial _____

March 14, 2023

Asst. Chief Nathan Keeton
Columbia Fire & Rescue
1000 S. Garden Street
Columbia, TN 38401
(931) 560-1725
nkeeton@columbiatn.com

RE: Maintenance Building – 711 Lion Parkway, Columbia
Equipment Maintenance Building (40X80) (±3,200 sf)
Maury Co Tax Map 100G, Grp. "A", Pcl. 32 & 32.07 – MUNIC
Proposed Site Construction Plans

Dear Nathan:

WES Engineers & Surveyors is pleased to offer the following professional service proposal to provide **Professional Engineering and Land Surveying Services** on the above referenced project.

PROJECT

Proposed ±3,200 sf Building – Lion Parkway, Columbia, TN – proposed engineering design of site appurtenances associated with ±3,200 sf Maintenance Building, associated parking, and utilities in Columbia, Tennessee. The property is recognized as Parcel 32 & 32.07, Grp. "A", on Maury County Tax Map 100G.

INFORMATION PROVIDED

- Rough size of the Proposed Building, Proposed Use, and a Request for Proposal provided by Mr. Nathan Keeton, Asst. Chief.
- It is anticipated that Mr. Keeton will provide the following information PRIOR to WES proceeding with the project:
 - A fully executed copy of our Standard Agreement and retainer to serve as a Notice to Proceed for the project.
 - Approval of Preliminary Concept Sketch.
 - Approval of any plans prior to official submittal & review.

SCOPE OF SERVICES

We propose the following scope of services which represents our understanding of the requirements of the client, City of Columbia, and the State of Tennessee for the design and approvals of this project:

- Production of topographic and boundary survey of the property for use in the design process (no ALTA).
- Production of a Preliminary Layout Sketch (Concept Sketch) suitable for review and approval by client.
- Production of Final Civil Construction Documents for permitting & construction including Site Layout Plan, Grading, Drainage, On-Site Utility Services, Erosion Prevention & Sediment Control plans, Landscape Plan (perimeter) and Construction Detailing of the proposed improvements.
- Assist with application to obtain land disturbance permit from Columbia, Tennessee.

All work outlined below will be performed under the direct supervision of Professional Civil Engineers and Land Surveyors licensed in the State of Tennessee.

A. Boundary and topographic survey:

1. Boundary Information – WES Engineers & Surveyors will mark existing surface features in the field as required to develop the proposed site construction documents. This work will be used to complete the design work associated with this project as well as a consolidation plat combining the two parcels.
2. Topographic Information – WES Engineers & Surveyors will field collect existing topographic information as required to develop the proposed site construction documents for the project.
3. Utility Information – WES Engineers & Surveyors will field collect existing surface features and available invert information required to develop the proposed site construction documents for the project.

B. Preliminary Site Plan:

1. Preliminary Site Concept Plan – WES Engineers & Surveyors will provide engineering layout for the site improvements in accordance with Columbia TN site plan requirements. WES Engineers & Surveyors will provide one layout plan based on the client provided information indicating location of proposed buildings and site appurtenances including parking areas, drives, sidewalks, stormwater facilities, loading areas and other site features proposed for this development. WES Engineers & Surveyors will use this sketch for preliminary review and coordination. This sketch will also be used as a part of our pre-application process with the city.

C. Final Site Plan:

1. Site Improvements – WES Engineers & Surveyors will provide engineering layout and design of the site improvements as proposed in accordance with the local municipality's Zoning Regulations. Improvements will include proposed parking, sidewalks, stormwater facilities, loading areas, utility layout and other areas proposed for this development.
2. Traffic Control – WES Engineers & Surveyors will provide engineering layout design and preparation of permanent traffic control measures on-site including striping, marking, signage, and traffic facilities for proposed roadway and access control.
3. Improvements Detailing – WES Engineers & Surveyors will provide engineering design and preparation for construction plans, details, and specifications for the construction of the improvements for this development.

D. Grading and Drainage:

1. Grading – WES Engineers & Surveyors will provide engineering design and preparation of construction plans for proposed grading improvements of earthwork materials for the roadways and infrastructure proposed as a part of this project.

2. **Site Drainage** – **WES Engineers & Surveyors** will provide engineering design, layout and preparation of on-site site drainage improvements for control of storm water run-off in compliance with current local municipality's storm water management criteria. Design will include considerations for storm water piping, catch basins, junction boxes, special ditching, and other improvements and specifics relative to adequate control of site storm water runoff. Storm water hydrology will be analyzed, and study calculations prepared for the hydraulics of storm water systems on site and proposed connection to the existing regional system at the existing stub out. Drainage design and hydrology/hydraulic studies for on-site improvements will be submitted to the municipality for review.

E. Utilities:

1. **Water** – **WES Engineers & Surveyors** will coordinate with the service provider for the design of the proposed on-site water line improvements. Construction plans will reflect the design as approved by the utility and submitted for approvals.
2. **Sanitary** – **WES Engineers & Surveyors** will provide on-site private sanitary sewer design of proposed improvements to connect to the public system. Construction plans will reflect the design as approved by the municipality.
3. **Electric Services** – **WES Engineers & Surveyors** will coordinate with the service provider for the design of proposed electrical services for this development that adequately address the needs of the site.
4. **Natural Gas** – **WES Engineers & Surveyors** will coordinate with the service provider for the design of proposed Natural Gas Services (if available) for this development that adequately address the needs of the site.

F. Tennessee Department of Environment and Conservation's Notice of Coverage:

1. **TDEC Notice of Coverage for Construction Activities** – **WES Engineers & Surveyors** will provide engineering design of erosion and siltation control measures required to be installed prior to beginning site improvement procedures. Design will be in accordance with the Tennessee Department of Environment and Conservation (TDEC) current requirement. Specific design improvements will take into consideration the proximity of stream banks and adjacent areas, sedimentation barriers, sedimentation areas, water diversion channels and other measure. A storm Water Pollution Prevention Plan (SWPPP) for the site will be developed and submitted along with the Notice of Intent (NOI).

G. Approvals:

1. **WES Engineers & Surveyors** will submit plans to the local municipality to facilitate site plan approvals from relevant departments. Agencies involved in this process may include: Building & Zoning, Engineering Department, Wastewater Department, Water System. All efforts will be made to obtain approvals from these agencies however; WES Engineers & Surveyors makes no guarantee that this will be accomplished.

SERVICES NOT INCLUDED

Services not included in this proposal that may be required for site plan submission include:

- Traffic Engineering Studies
- Engineered Flood Studies
- Structural Engineering Services (including retaining walls greater than 24" tall)
- Geotechnical Engineering Services
- Site Photometric Lighting Design
- Engineered septic system
- Other services typically provided by a specialty Design Professional
- Printing or Submittal of Packages for Architectural, Engineering, and other Disciplines.

Additional services may be provided by **WES Engineers & Surveyors** if requested and will be provided under a separate hourly services agreement. An example of these services includes:

- Post Construction As-Built surveys, ALTA Surveys, Subdivision Plat, or other surveys not specifically included in the proposal.
- Site Photometric Lighting Design
- Construction Observation
- Post Construction Inspections, Bond Inspections
- TDEC Site Assessment Inspection
- Public Utility Design or Relocation Services
- Erosion Prevention & Sediment Control field observations
- Improvements to public infrastructure, including Roadway, Drainage, Water or Sanitary Sewers
- Printing of Submittal Packages for Architectural, Engineering, and other Disciplines.

Hourly Rates for Additional Services:

Construction Phase Regulatory Liaison:

Engineer:	\$175/hour
Eng. Technician:	\$109/hour
CADD Tech:	\$95/hour

Construction Phase Surveying:

Registered Land Surveyor:	\$175/hour
Survey Field Crew:	\$135/hour

SCHEDULE

WES Engineers & Surveyors anticipates having the project design submitted for review and comment to the local municipality within **twelve (12) weeks** upon the receipt of authorization to proceed and all required supplemental information. While it is impossible to anticipate the amount of time required for the standard review process, it is anticipated that approvals of the package can be acquired no sooner than 90 days from the date of the initial submittal.

COMPENSATION

WES Engineers & Surveyors will provide the above scope of services for the Lump Sum Fee as outlined below:

WES Services:

- boundary and topographic survey: \$ 3,600
- Preliminary Layout Concept Sketch: \$ 2,250
- Site Engineering Design (Construction Documents): \$ 5,500
- Landscape Plan: \$ 2,400

WES Services TOTAL:

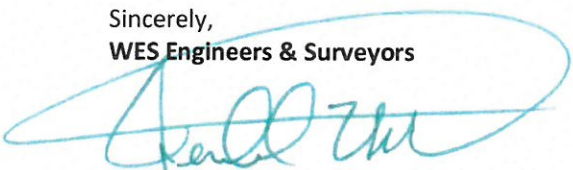
\$ 13,750.00

Direct expenses such as permit/submittal fees and sub-consultant work will be billed in addition to this agreement at the rate indicated on the Standard Agreement included with this proposal. Should additional work be required outside the scope of services noted above, said additional work will be mutually agreed to prior to commencing and billed hourly per our standard **Hourly Rate Schedule**. An invoice will be submitted monthly based upon work completed since the previous invoice and is due and payable within 30 days of the invoice date.

We appreciate the opportunity to provide this proposal to you. Please consider this proposal valid for 30 days from the date proposed. If you agree to the terms, please sign and return one copy of the agreement (to be delivered at your request) that will serve as authorization to proceed with the work.

Sincerely,

WES Engineers & Surveyors



Gerald W. Vick, PE
Principal

March 14, 2023

Asst. Chief Nathan Keeton
Columbia Fire & Rescue
1000 S. Garden Street
Columbia, TN 38401
(931) 560-1725
nkeeton@columbiatn.com

RE: Maintenance Building – 711 Lion Parkway, Columbia
Equipment Maintenance Building (40X80) (±3,200 sf)
Maury Co Tax Map 100G, Grp. "A", Pcl. 32 & 32.07 – MUNIC
Proposed Site Construction Plans

Dear Nathan:

WES Engineers & Surveyors is pleased to offer the following professional service proposal to provide *Professional Engineering and Land Surveying Services* on the above referenced project.

PROJECT

Proposed ±3,200 sf Building – Lion Parkway, Columbia, TN – proposed engineering design of site appurtenances associated with ±3,200 sf Maintenance Building, associated parking, and utilities in Columbia, Tennessee. The property is recognized as Parcel 32 & 32.07, Grp. "A", on Maury County Tax Map 100G.

INFORMATION PROVIDED

- Rough size of the Proposed Building, Proposed Use, and a Request for Proposal provided by Mr. Nathan Keeton, Asst. Chief.
- It is anticipated that Mr. Keeton will provide the following information PRIOR to WES proceeding with the project:
 - o A fully executed copy of our Standard Agreement and retainer to serve as a Notice to Proceed for the project.
 - o Approval of Preliminary Concept Sketch.
 - o Approval of any plans prior to official submittal & review.

SCOPE OF SERVICES

We propose the following scope of services which represents our understanding of the requirements of the client, City of Columbia, and the State of Tennessee for the design and approvals of this project:

- Production of topographic and boundary survey of the property for use in the design process (no ALTA).
- Production of a Preliminary Layout Sketch (Concept Sketch) suitable for review and approval by client.
- Production of Final Civil Construction Documents for permitting & construction including Site Layout Plan, Grading, Drainage, On-Site Utility Services, Erosion Prevention & Sediment Control plans, Landscape Plan (perimeter) and Construction Detailing of the proposed improvements.
- Assist with application to obtain land disturbance permit from Columbia, Tennessee.

All work outlined below will be performed under the direct supervision of Professional Civil Engineers and Land Surveyors licensed in the State of Tennessee.

A. Boundary and topographic survey:

1. Boundary Information – WES Engineers & Surveyors will mark existing surface features in the field as required to develop the proposed site construction documents. This work will be used to complete the design work associated with this project as well as a consolidation plat combining the two parcels.
2. Topographic Information – WES Engineers & Surveyors will field collect existing topographic information as required to develop the proposed site construction documents for the project.
3. Utility Information – WES Engineers & Surveyors will field collect existing surface features and available invert information required to develop the proposed site construction documents for the project.

B. Preliminary Site Plan:

1. Preliminary Site Concept Plan – WES Engineers & Surveyors will provide engineering layout for the site improvements in accordance with Columbia TN site plan requirements. WES Engineers & Surveyors will provide one layout plan based on the client provided information indicating location of proposed buildings and site appurtenances including parking areas, drives, sidewalks, stormwater facilities, loading areas and other site features proposed for this development. WES Engineers & Surveyors will use this sketch for preliminary review and coordination. This sketch will also be used as a part of our pre-application process with the city.

C. Final Site Plan:

1. Site Improvements – WES Engineers & Surveyors will provide engineering layout and design of the site improvements as proposed in accordance with the local municipality's Zoning Regulations. Improvements will include proposed parking, sidewalks, stormwater facilities, loading areas, utility layout and other areas proposed for this development.
2. Traffic Control – WES Engineers & Surveyors will provide engineering layout design and preparation of permanent traffic control measures on-site including striping, marking, signage, and traffic facilities for proposed roadway and access control.
3. Improvements Detailing – WES Engineers & Surveyors will provide engineering design and preparation for construction plans, details, and specifications for the construction of the improvements for this development.

D. Grading and Drainage:

1. Grading – WES Engineers & Surveyors will provide engineering design and preparation of construction plans for proposed grading improvements of earthwork materials for the roadways and infrastructure proposed as a part of this project.

2. Site Drainage – WES Engineers & Surveyors will provide engineering design, layout and preparation of on-site site drainage improvements for control of storm water run-off in compliance with current local municipality's storm water management criteria. Design will include considerations for storm water piping, catch basins, junction boxes, special ditching, and other improvements and specifics relative to adequate control of site storm water runoff. Storm water hydrology will be analyzed, and study calculations prepared for the hydraulics of storm water systems on site and proposed connection to the existing regional system at the existing stub out. Drainage design and hydrology/hydraulic studies for on-site improvements will be submitted to the municipality for review.

E. Utilities:

1. Water – WES Engineers & Surveyors will coordinate with the service provider for the design of the proposed on-site water line improvements. Construction plans will reflect the design as approved by the utility and submitted for approvals.
2. Sanitary – WES Engineers & Surveyors will provide on-site private sanitary sewer design of proposed improvements to connect to the public system. Construction plans will reflect the design as approved by the municipality.
3. Electric Services – WES Engineers & Surveyors will coordinate with the service provider for the design of proposed electrical services for this development that adequately address the needs of the site.
4. Natural Gas – WES Engineers & Surveyors will coordinate with the service provider for the design of proposed Natural Gas Services (if available) for this development that adequately address the needs of the site.

F. Tennessee Department of Environment and Conservation's Notice of Coverage:

1. TDEC Notice of Coverage for Construction Activities – WES Engineers & Surveyors will provide engineering design of erosion and siltation control measures required to be installed prior to beginning site improvement procedures. Design will be in accordance with the Tennessee Department of Environment and Conservation (TDEC) current requirement. Specific design improvements will take into consideration the proximity of stream banks and adjacent areas, sedimentation barriers, sedimentation areas, water diversion channels and other measure. A storm Water Pollution Prevention Plan (SWPPP) for the site will be developed and submitted along with the Notice of Intent (NOI).

G. Approvals:

1. WES Engineers & Surveyors will submit plans to the local municipality to facilitate site plan approvals from relevant departments. Agencies involved in this process may include: Building & Zoning, Engineering Department, Wastewater Department, Water System. All efforts will be made to obtain approvals from these agencies however; WES Engineers & Surveyors makes no guarantee that this will be accomplished.

SERVICES NOT INCLUDED

Services not included in this proposal that may be required for site plan submission include:

- Traffic Engineering Studies
- Engineered Flood Studies
- Structural Engineering Services (including retaining walls greater than 24" tall)
- Geotechnical Engineering Services
- Site Photometric Lighting Design
- Engineered septic system
- Other services typically provided by a specialty Design Professional
- Printing or Submittal of Packages for Architectural, Engineering, and other Disciplines.

Additional services may be provided by WES Engineers & Surveyors if requested and will be provided under a separate hourly services agreement. An example of these services includes:

- Post Construction As-Built surveys, ALTA Surveys, Subdivision Plat, or other surveys not specifically included in the proposal.
- Site Photometric Lighting Design
- Construction Observation
- Post Construction Inspections, Bond Inspections
- TDEC Site Assessment Inspection
- Public Utility Design or Relocation Services
- Erosion Prevention & Sediment Control field observations
- Improvements to public infrastructure, including Roadway, Drainage, Water or Sanitary Sewers
- Printing of Submittal Packages for Architectural, Engineering, and other Disciplines.

Hourly Rates for Additional Services:

Construction Phase Regulatory Liaison:

Engineer:	\$175/hour
Eng. Technician:	\$109/hour
CADD Tech:	\$95/hour

Construction Phase Surveying:

Registered Land Surveyor:	\$175/hour
Survey Field Crew:	\$135/hour

SCHEDULE

WES Engineers & Surveyors anticipates having the project design submitted for review and comment to the local municipality within twelve (12) weeks upon the receipt of authorization to proceed and all required supplemental information. While it is impossible to anticipate the amount of time required for the standard review process, it is anticipated that approvals of the package can be acquired no sooner than 90 days from the date of the initial submittal.

COMPENSATION

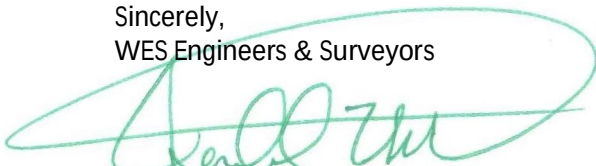
WES Engineers & Surveyors will provide the above scope of services for the Lump Sum Fee as outlined below:

<u>WES Services:</u>		
· boundary and topographic survey:	\$ 3,600	
· Preliminary Layout Concept Sketch:	\$ 2,250	
· Site Engineering Design (Construction Documents):	\$ 5,500	
· Landscape Plan:	\$ 2,400	
WES Services TOTAL:		<u>\$ 13,750.00</u>

Direct expenses such as permit/submittal fees and sub-consultant work will be billed in addition to this agreement at the rate indicated on the Standard Agreement included with this proposal. Should additional work be required outside the scope of services noted above, said additional work will be mutually agreed to prior to commencing and billed hourly per our standard Hourly Rate Schedule. An invoice will be submitted monthly based upon work completed since the previous invoice and is due and payable within 30 days of the invoice date.

We appreciate the opportunity to provide this proposal to you. Please consider this proposal valid for 30 days from the date proposed. If you agree to the terms, please sign and return one copy of the agreement (to be delivered at your request) that will serve as authorization to proceed with the work.

Sincerely,
WES Engineers & Surveyors



Gerald W. Vick, PE
Principal



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Ginger Adams, Administrative Assistant, gadams@columbiatn.com, 931-560-1723

AGENDA ITEM TITLE: APPROVE BID AWARD TO SABRE INDUSTRIES IN THE AMOUNT OF \$188,398.00 FOR ONE 195 FOOT RADIO TOWER AND AUTHORIZE MAYOR TO EXECUTE ANY RELATED DOCUMENTS

RECOMMENDATION: Approve a bid award to Sabre Industries in the amount of \$188,398.00 for installation of a new 195 foot Radio Tower located at Reservoir Hill Road.

INFORMATION: Competitive bids were solicited for a new radio tower located on top of Reservoir Hill.

The tower at this location is a minimum of 40 years old and has multiple issues thus compromising the integrity of the existing tower. This tower is at its maximum load/sheer capacity due to the amount of equipment that has been placed onto the tower.

TOWERS AND POLES

7101 Southbridge Drive • Sioux City, IA 51111 (USA)
Ph: (712) 258-6690 • Fx: (712) 258-8250 • www.SabreTowersandPoles.com

Sabre Industries™
INNOVATION DELIVERED

CITY OF COLUMBIA

SOLICITATION 422-0123-15

ELECTRONIC COPY

Sabre Communications Corporation
Sioux City, IA

COVER LETTER

February 24, 2023

City of Columbia
Bid 422-0123-15
700 North Garden St
Columbia, TN 38401

Attn: **City Manager**

As per the City of Columbia 195' Tower on Solicitation 422-0123-15, please notice the following technical proposal and pricing summary for the supply and installation of (1) 195' Self Supporting Communications Tower, as well as additional materials and site services per the RFP specifications.

Sabre Communications Corporation has the financial strength and management capabilities to perform to the high standards of City of Columbia to complete this project in a timely and professional manner.

If you have any questions or require further information, please feel free to contact me at rvernon@sabreindustries.com.

Sincerely,
SABRE COMMUNICATION CORPORATION

Ray Vernon

Ray Vernon
Government Sales Manager
Phone: (443) 282-8671
Email: rvernon@sabreindustries.com

BID FORMS

Bid Sheet - City of Columbia
Invitation to Bid – 195 Foot Radio Tower
Solicitation # 422-0123-15

195 Foot Radio Tower

Lump Sum Bid \$ 188,398.00

Estimated start Date 3/13/23 Estimated days to complete 90

- Have you inspected the work site? Yes ☐ No ☒
- Can you furnish proof of insurance as required? Yes ☒ No ☐
- Are you able to perform all the services as required? Yes ☒ No ☐ (Sabre will design manufacture a Sabre tower that meets the bid requirements. Site construction will be performed by Sabre approved subcontractors)

Are there any other terms and conditions of the bid as submitted? If so, please attach _____

In compliance with this Invitation to Bid for 195 Foot Radio Tower; solicitation 422-0123-15 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted.

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

Vendor Name: Sabre Communications

Signature: 

Print Name & Title Eric Letsche - Vice President Date: 2/24/2023

IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

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

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

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

Vendor Name: Eric Letsche - Vice President

Vendor Signature: 

Date: 2/24/2023

DRUG-FREE WORKPLACE AFFIDAVIT

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

1. The undersigned is a principal officer of
Sabre Communications

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

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

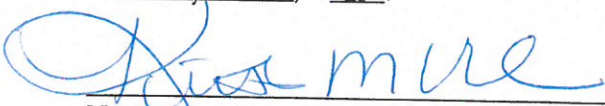
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.
Eric Letsche
Principal Officer

STATE OF Iowa

COUNTY OF Woodbury

Before me personally appeared Eric Letsche, with whom I am
personally acquainted (or proved to me on the basis of satisfactory evidence), and who
acknowledged that such person executed the foregoing affidavit for the purposes therein
contained. Witness my hand and seal at office this 27 day of
February, 2023.


Notary Public
Kristin M. Uhl



Invitation to Bid – 195 Foot Radio Tower
Solicitation 422-0123-15

My commission expires: November 24, 2025

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

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

White _____ African American _____ American Indian/Alaskan Native _____

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

Certified DBE _____

DESCRIPTIVE OUTLINE

PROPOSAL

Prepared for: City of Columbia TN
Columbia, TN 38401
Attn: Sommar Jaynes

Proposal No.: 23-4461-RFV
Date: 02/27/23 Page 1 of 4
Reference: 195' S3TL/City of Columbia, TN
Freight: Origin

SABRE MODEL S3T-L SELF-SUPPORTING TOWER

Quantity of one (1) 195' Sabre Model S3TL self-supporting tower.

The tower will be triangular in design with a base width of 21' - 0" tapering to 5' - 0" at the top. The tower will utilize tubular steel for tower legs and angular steel for bracing.

See the tower profile included in this proposal for the design parameters.

The tower will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT (DESIGN)	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(2) ANT450F6		X	185' @ Base	(2) 7/8"	N/A	Unknown	Two (2) 3' Sidearms		X
2	(3) PCWHDDA5W-29- DP2 w/ Radome	X		180'	(3) Cat 5	6 GHz	0°, 120°, 240°	Three (3) 4-1/2" O.D. Leg-type Dish Mounts		X
3	(3) ANT450F6		X	170' @ Base	(3) 7/8"	N/A	Unknown	Three (3) 3' Sidearms		X
4	(3) PCWHDDA5W-29- DP2 w/ Radome	X		165'	(3) Cat 5	6 GHz	90°, 180°, 270°	Three (3) 4-1/2" O.D. Leg-type Dish Mounts		X
5	(3) ANT450F6		X	155' @ Base	(3) 7/8"	N/A	Unknown	Three (3) 3' Sidearms		X
6	(2) PCWHDDA5W-29- DP2 w/ Radome	X		150'	(2) Cat 5	6 GHz	180°, 240°	Two (2) 4-1/2" O.D. Leg-type Dish Mounts		X
7	(2) PCWHDDA5W-29- DP2 w/ Radome	X		125'	(2) Cat 5	6 GHz	120°, 180°	Two (2) 4-1/2" O.D. Leg-type Dish Mounts		X
8	(1) ANT150F6-3		X	100' @ Base	(1) 7/8"	N/A	Unknown	One (1) 3' Sidearm		X
9	(1) ANT830F6		X	100' @ Base	(1) 7/8"	N/A	Unknown	One (1) 3' Sidearm		X

****This structure has been designed with a 100% increase in antenna and line loading.

ITEM I TOWER MATERIALS

Materials to be provided include:

Complete tower steel and hardware
Anchor bolts and templates
Construction step bolts (see notes)
Outside climbing ladder (16") with required ladder standoff brackets
Waveguide support ladder (to support twenty-four (24) initial lines) **(stackable hangers by others)*
Safety cable kit without harness (200')
4' x 5/8" lightning rod copper clad
Leg-to-Leg templates
P.E. certified tower profile and foundation drawings
Final erection drawing
Waveguide Bridge 2-Leg 2' x 10' (18' Direct Burial) with three (3) 3 level trapeze kits

PROPOSAL

Prepared for: City of Columbia TN
Columbia, TN 38401
Attn: Sommar Jaynes

Proposal No.: 23-4461-RFV
Date: 02/27/23 Page 2 of 4
Reference: 195' S3TL/City of Columbia, TN
Freight: Origin

ITEM II FOUNDATION INSTALLATION

Install foundations based on American Geotechnical & Environmental Inc.'s soil analysis Project #2022-050 dated September 18, 2022, provided to Sabre Communications Corporation.

ITEM III TOWER ERECTION

The following is included in the erection price:

Offload tower materials from truck and inventory
Erect tower steel complete
Install outside climbing ladder (16") with required ladder standoff brackets
Install waveguide support ladder (to support twenty-four (24) initial lines) **(stackable hangers by others)*
Install Safety cable kit without harness (200')
Install 4' x 5/8" lightning rod copper clad

NOTES: Terms will be reviewed upon receipt of order.

Wind induced vibrations, such as vortex shedding and harmonic oscillation/resonance, of structures of all types due to unpredictable interaction with wind and surrounding structures, exposure and terrain rarely occur. The owner's maintenance program should include observations for vibration and any resulting loosening of connecting hardware or damage to the structure. The Sabre warranty specifically excludes failure due to fatigue or similar phenomena as a result of the aforementioned behavior.

The permit package includes a profile drawing of the structure with member sizes; anchor bolt details; descriptive notes; structural calculations; a table of supported antennas, mounts and feedlines; and a foundation sketch and calculations (if applicable).

This quotation is based on ANSI/TIA-222-H and Customer provided specifications. Any information not provided by ANSI/TIA-222-H or the Customer has not been considered.

Foundation and anchor bolt designs are based strictly on ANSI/TIA-222-H. Any additional requirements may result in increased foundation size and price.

Dimensional information is preliminary only; it may change based on final engineering.

All Sabre mounts are quoted with support pipes of appropriate length for most applications if not otherwise specified. If different support pipe lengths are required at the time of the order, additional costs may be incurred.

Cable type safety climbing device provided does not include harness.

Freight charges quoted are for provided materials only. Additional freight charges may be incurred with the order of additional items.

PROPOSAL

Prepared for: City of Columbia TN

Columbia, TN 38401
Attn: Sommar Jaynes

Proposal No.: 23-4461-RFV

Date: 02/27/23

Reference: 195' S3TL/City of Columbia, TN

Freight: Origin

Page 3 of 4

Site must be easily accessible for trucks delivering tower steel and concrete, cranes, drill rigs, and all other equipment required to perform the job.

Foundation installation price quoted is based on EIA normal 4000 psf soil and is subject to change once Sabre Industries receives a soils report.

Customer to secure all permits.

This quote is based on non-union, non-prevailing wages, and non-winter working conditions.

All deviations, alterations, field changes, engineering changes, or architectural changes to the implied scope of work will be bill accordingly on a time a materials basis.

Any downtime or remobilization due to circumstances beyond our control will be billed accordingly.

All antennas, transmission lines, jumpers, ground kits, hangers, and hardware are to be provided and installed by others.

All tower materials will be hot dip galvanized as outlined in ASTM A-123.

Construction step bolts have been quoted to the 120' elevation on all three legs for safety and ease of construction. Step bolts should not be used for climbing without the use of a safety climbing device or fall protection equipment.

This proposal does not include any sales, use, excise, contractors or any other taxes not specifically detailed in this proposal.

If a Customer requests to pick up a tower, a \$300.00 per truck charge may apply for dunage and loading.

Storage charges of \$350.00 per month may apply starting sixty (60) days after original scheduled ship date.

Due to material and freight price fluctuations, Sabre reserves the right to review all material and freight pricing prior to accepting any order. Any structure order placed on hold is subject to a price review at the time of its release from hold status.

Title, ownership, risk of loss, risk of material obsolescence and risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time.

Delivery of tower materials will be approximately 4 to 6 weeks after receipt of required information and contingent upon backlog at the time of order.



PROPOSAL

Prepared for: City of Columbia TN

Columbia, TN 38401
Attn: Sommar Jaynes

Proposal No.: 23-4461-RFV

Date: 02/27/23

Reference: 195' S3TL/City of Columbia, TN

Freight: Origin

Page 4 of 4

This proposal is based on the terms and conditions proposed above including the attached standard terms and conditions and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Industries.

Submitted By: Sabre Industries

Ray Vernon

Ray Vernon

Northeast Regional Sales Manager

Acceptance of Customer:

Please enter our order for the above items
in accordance with this proposal.

Signature _____

Name (print) _____

Title _____ Date _____

Purchase Order No. _____

Approved as to Legal Form:

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

TOWER DRAWINGS

Designed Appurtenance Loading

Elev	Description	Tx-Line
195	Lightning Rod	
189	(2) ANT450F6	(2) 7/8"
185	(2) 3ft Sidearms	
180	(3) Leg Dish Mount	
180	Adder for Wincomm PCWHDDA5W-29-DP2's	
180	(3) 2' Solid Dish w/ Radome	(3) Cat 5
174	(3) ANT450F6	(3) 7/8"
170	(3) 3ft Sidearms	
165	(3) Leg Dish Mount	
165	Adder for Wincomm PCWHDDA5W-29-DP2's	
165	(3) 2' Solid Dish w/ Radome	(3) Cat 5
159	(3) ANT450F6	(3) 7/8"

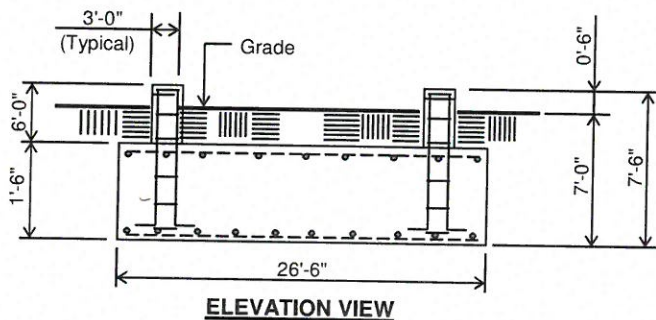
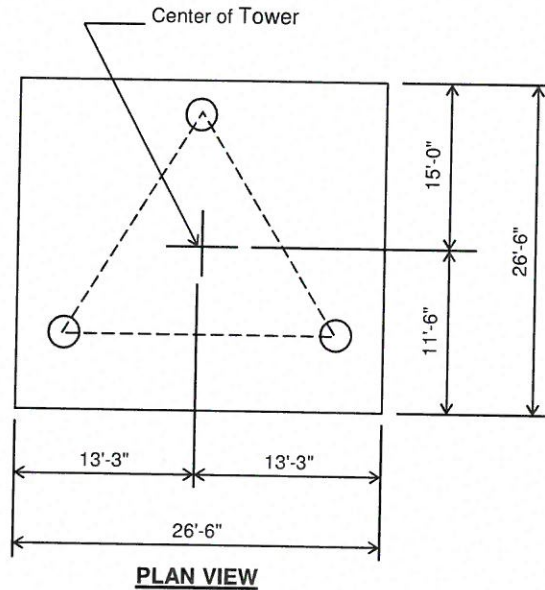
Elev	Description	Tx-Line
155	(3) 3ft Sidearms	
150	(2) Leg Dish Mount	
150	Adder for Wincomm PCWHDDA5W-29-DP2's	
150	(2) 2' Solid Dish w/ Radome	(2) Cat 5
125	(2) Leg Dish Mount	
125	Adder for Wincomm PCWHDDA5W-29-DP2's	
125	(2) 2' Solid Dish w/ Radome	(2) Cat 5
110.79	(1) ANT150F6-3	(1) 7/8"
103	(1) 6' Omni	(1) 7/8"
100	3ft Sidearm	
100	3ft Sidearm	

 Sabre Industries 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814 Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.	Quote:	23-4461-RFV
	Customer:	City of Columbia TN
	Site Name:	City of Columbia, TN
	Description:	195' S3TL
	Date:	2/22/2023

By: KJL	Page: 2
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Customer: City of Columbia TN
Site: City of Columbia, TN
195 ft. Model S3TL Series HD1 Self Supporting Tower

PRELIMINARY -NOT FOR CONSTRUCTION-



(43.7 cu. yds.)
(1 REQD.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by AG&E, File Number 2022-050, dated September 18, 2022.
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) 5.5' of soil cover is required over the entire area of the foundation slab.
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

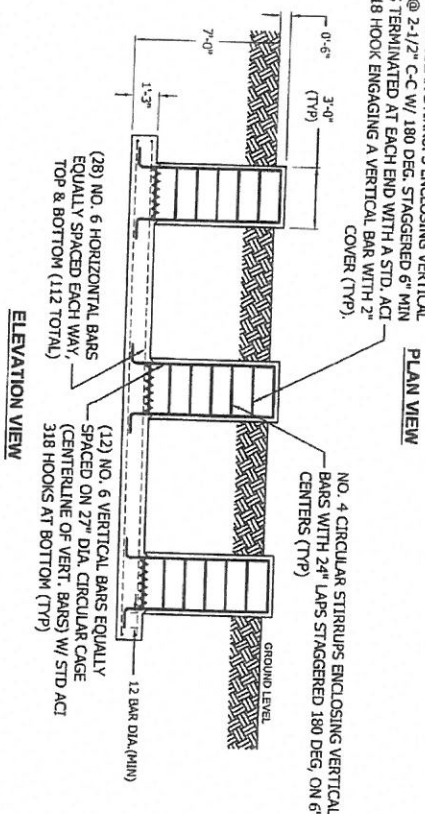
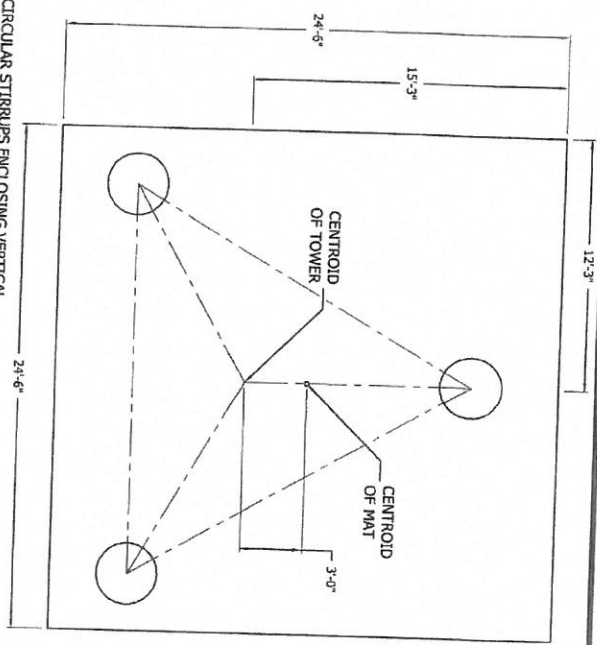
Rebar Schedule per Mat and per Pier	
Pier	(16) #6 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(36) #5 horizontal rebar evenly spaced each way top and bottom. (144 total)
Anchor Bolts per Leg	
(6) 1" dia. x 51" F1554-105 on a 9" B.C. w/ 7" max. projection above concrete.	

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ADDENDA

GENERAL NOTES

- FOUNDATION DESIGN HAS BEEN DEVELOPED IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL ENGINEERING PRINCIPLES AND PRACTICES WITHIN THE LIMITS OF THE SUBSURFACE DATA PROVIDED. FOUNDATION DESIGN MODIFICATIONS MAY BE REQUIRED IN THE EVENT THE FOLLOWING DESIGN PARAMETERS ARE NOT APPLICABLE FOR THE SUBSURFACE CONDITIONS ENCOUNTERED.
 - ULTIMATE SOIL BEARING PRESSURE AT 7 FT. DEPTH = 12,000 PSF.
 - GROUND WATER TABLE IS AT OR BELOW FOUNDATION DEPTH.
 - MAXIMUM FROST PENETRATION DEPTH LESS THAN FOUNDATION DEPTH.
- WORK SHALL BE IN ACCORDANCE WITH THE PROJECT CONSTRUCTION DOCUMENTS, LOCAL CODES, SAFETY REGULATIONS AND UNLESS OTHERWISE NOTED, THE LATEST REVISION OF ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE," PROCEDURES FOR THE PROTECTION OF INSTALLATION.
- CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE STATE REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
- PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR RESISTANCE TO LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 SHALL BE SATISFIED BASED ON THE CONDITIONS OF 4,500 PSI IN 28 DAYS.
- OR 3/4" CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING, WORKABILITY AND METHODS OF CONSOLIDATION SUCH AS VIBRATING SHALL BE UTILIZED TO PREVENT HONEYCOMBS OR VOIDS. REINFORCEMENT SHALL BE DEFORMED AND CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60 UNLESS OTHERWISE NOTED. SPLICES IN REINFORCEMENT SHALL NOT BE ALLOWED UNLESS OTHERWISE INDICATED.
- WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
- MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES UNLESS OTHERWISE NOTED. APPROVED SPACERS SHALL BE USED TO INSURE A 3 INCH MINIMUM COVER ON REINFORCEMENT.
- CONCRETE COVER FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENT SHALL EXCEED 3 INCHES NOR BE LESS THAN 2 INCHES.
- FOUNDATION DESIGN ASSUMES STRUCTURAL BACKFILL MUST BE COMPACTED IN 8 INCH MAXIMUM LAYERS TO 95% OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D1557. ADDITIONALLY, STRUCTURAL BACKFILL MUST HAVE A MINIMUM COMPACTED UNIT WEIGHT OF 110 POUNDS PER CUBIC FOOT.
- FOUNDATION DESIGN HAS BEEN BASED ON GEOTECHNICAL REPORT NO. 2022-050 DATED 9/18/2022 BY AMERICAN GEOTECHNICAL & ENVIRONMENTAL, INC.
- FOUNDATION DEPTH INDICATED IS BASED ON THE GRADE LINE DESCRIBED IN THE REFERENCED GEOTECHNICAL REPORT. FOUNDATION MODIFICATION MAY BE REQUIRED IN THE EVENT CUT OR FILL OPERATIONS HAVE TAKEN PLACE SUBSEQUENT TO THE GEOTECHNICAL INVESTIGATION.
- FOUNDATION DESIGN ASSUMES THE RECOMMENDATIONS IN THE REFERENCED GEOTECHNICAL REPORT CONCERNING VERIFICATION OF SUBSURFACE CONDITIONS ARE IMPLEMENTED PRIOR TO PLACEMENT OF CONCRETE.
- FOUNDATION INSTALLATION SHALL BE SUPERVISED BY PERSONNEL KNOWLEDGEABLE AND EXPERIENCED WITH THE PROPOSED FOUNDATION TYPE. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED INSTALLATION PRACTICES.
- ALL CONSTRUCTION AND SAFETY EQUIPMENT AND TEMPORARY SUPPORTS REQUIRED FOR CONSTRUCTION SHALL BE DETERMINED, FURNISHED AND INSTALLED BY THE CONTRACTOR BASED ON THE MEANS AND METHODS CHOSEN BY THE CONTRACTOR. ALL CONSTRUCTION ACTIVITIES SHALL BE PERFORMED BY COMPETENT, QUALIFIED AND TRAINED PERSONNEL.
- FOUNDATION DESIGN ASSUMES INSTALLATION PROCEDURES WILL INCORPORATE THE PROCEDURES RECOMMENDED IN THE REFERENCED GEOTECHNICAL REPORT.
- FOUNDATION DESIGN ASSUMES FIELD INSPECTIONS WILL BE PERFORMED TO VERIFY THAT ACCEPTABLE MATERIALS, INSTALLATION METHODS AND ASSUMED DESIGN PARAMETERS ARE FOR FOUNDATION AND ANCHOR TOLERANCES SEE ANCHOR ROD LAYOUT DRAWING.
- LOOSE MATERIAL SHALL BE REMOVED FROM BOTTOM OF EXCAVATION PRIOR TO CONCRETE PLACEMENT. SIDES OF EXCAVATION SHALL BE ROUGH AND FREE OF LOOSE CUTTINGS.
- CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREGATION OF CONCRETE MATERIALS. INfiltration OF WATER OR SOIL AND OTHER OCCURRENCES WHICH MAY DECREASE THE STRENGTH OR DURABILITY OF THE FOUNDATION.
- CONCRETE PREFERABLY SHALL BE PLACED AGAINST UNDISTURBED SOIL WHEN FORMS ARE NECESSARY, THEY SHALL BE REMOVED PRIOR TO PLACING STRUCTURAL BACKFILL.
- CONSTRUCTION JOINTS, IF REQUIRED AT THE BASE OF THE PIERS, SHALL BE INTENTIONALLY ROUGHENED TO A FULL AMPLITUDE OF 1/4 INCH. FOUNDATION DESIGN ASSUMES NO OTHER CONSTRUCTION JOINTS.
- TOP OF FOUNDATION SHALL BE SLOPED TO DRAIN WITH A FLAT FINISH.
- EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4" X 3/4" MINIMUM.



FACTORED REACTIONS

Maximum O.T.M. = 2,161.5 FT-K
 Total Tower Wt. = 17.4 KIPS
 Total Shear = 21.8 KIPS
 Max. Shear/leg = 13.2 KIPS
 Max. Ten/Leg = 117.6 KIPS
 Max. Comp/Leg = 138.7 KIPS

CONCRETE VOLUME

ROUND PIERS 4.9 CU.YDS
 PAD 27.8 CU.YDS
 TOTAL 32.7 CU.YDS

FILE NO. Q22-11213-1

REV	DESCRIPTION	DATE	CHK	APP

NOT FOR CONSTRUCTION

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RPN PRODUCTS, LLC
 PO BOX 5999
 PEORIA, IL 61601-5999
 TOLL FREE 800-727-8041

MAT W/RAISED PIERS
 FOUNDATION DESIGN
 RESERVOIR HILL, IN

DWGN	AS	CHKD	DATE
			11/29/2022

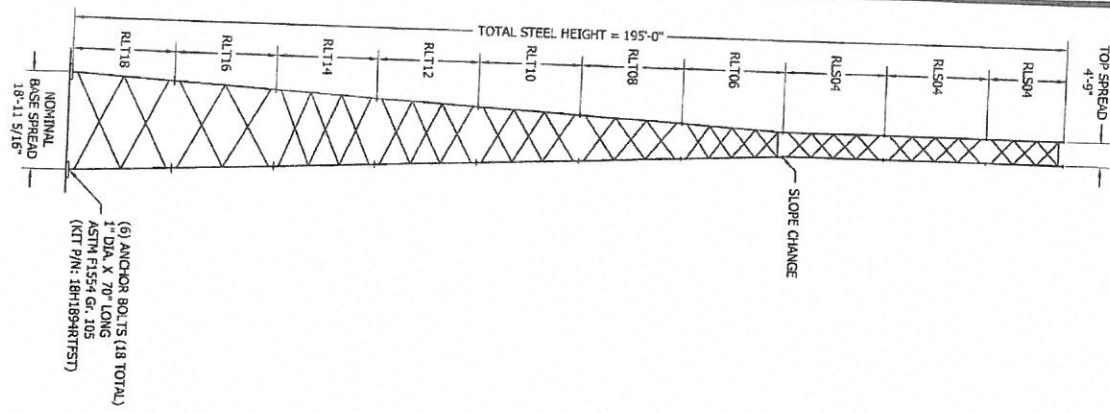
ENGR. SHEET 1 OF 1

PRI. ENGR. PLO. NAME:

DRAWING NO. Q22-11213-1 FOUNDATION

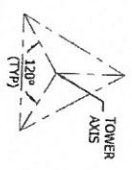
REV: 0

NOMINAL
TOP SPREAD
4'-9"



MAXIMUM FACTORED REACTIONS	
COMPRESSION PER LEG	= 136.7 KIPS
TENSION PER LEG	= 117.6 KIPS
SHEAR PER LEG	= 13.2 KIPS
TOTAL SHEAR	= 21.8 KIPS
TOTAL O.T.M	= 2,161.5 FT-KIPS

TOWER CONFIGURATION
N.T.S.



TOWER DESIGN LOADING

DESIGN WIND LOAD PER ANSI/TIA-222-H USING THE FOLLOWING DESIGN CRITERIA:
RISK CATEGORY: III
BASIC WIND SPEED (NO ICE): 111 MPH PER ASCE 7-16
BASIC WIND SPEED (W/ICE): 30 MPH PER ASCE 7-16
DESIGN ICE THICKNESS: 1.50 INCHES PER ASCE 7-16
GROUND ELEVATION: 25: 880 FT
EXPOSURE CATEGORY: B
TOPOGRAPHIC METHOD: 1, CATEGORY: 1
SEISMIC DESIGN PARAMETERS: S_s: 0.239, S_i: 0.144, I_e: 12, SITE CLASS: D

THIS STRUCTURE HAS BEEN DESIGNED TO SUPPORT THE FOLLOWING LOADS:	
ELEVATION (FT)	ANTENNA LOADING
LIGHTNING ROD	
TOP	
185	(2) ANT150F6, LEG-MOUNTED
180	(3) 2FT STD. DISHES [AZ. 0, 120, 240 DEG] 6 GHz
170	(3) ANT150F6, LEG-MOUNTED
165	(3) 2FT STD. DISHES [AZ. 270, 90, 180 DEG] 6 GHz
155	(3) ANT150F6, LEG-MOUNTED
150	(2) 2FT STD. DISHES [AZ. 180, 120 DEG] 6 GHz
125	(2) 2FT STD. DISHES [AZ. 180, 120 DEG] 6 GHz
100	(1) ANT150F6, LEG-MOUNTED
100	(1) ANT150F6-3, LEG-MOUNTED

TOWER DESIGN INCLUDES 100% ADDITIONAL ANTENNA LOADING AND LINES

SECTION MAIN MEMBER SCHEDULE

SECTION	LEGS	DIAGONALS	HORIZONTALS
RL504	PIPE 2.875x0.203	L1 1/2x1 1/2x1/8 (3)	L1 1/2x1 1/2x3/16 (1)
RL504	PIPE 2.875x0.203	L1 1/2x1 1/2x1/8 (4)	N/A
RL504	PIPE 2.875x0.203	L1 1/2x1 1/2x1/8 (4)	N/A
RL106	PIPE 2.875x0.203	L1 1/2x1 1/2x1/8 (4)	N/A
RL106	PIPE 2.875x0.203	L1 1/2x1 1/2x1/8 (4)	L1 1/2x1 1/2x3/16 (1)
RL106	PIPE 3.500x0.216	L1 3/4x1 3/4x1/8 (3)	N/A
RL106	PIPE 4x0.226	L2x2x1/8 (3)	N/A
RL112	PIPE 4x0.318	L2 1/2x2 1/2x3/16 (3)	N/A
RL114	PIPE 4x0.318	L2 1/2x2 1/2x3/16 (3)	N/A
RL116	PIPE 4.500x0.317	L3x3x3/16 (2)	N/A
RL118	PIPE 5.563x0.258	L3x3x3/16 (2)	N/A

NOTE:
SECTION NUMBERS ARE FOR REFERENCE ONLY.
FOR NOMINAL FACE WIDTH DIMENSIONS, REFER TO THE STRESS ANALYSIS.
THE NUMBERS SHOWN IN PARENTHESES INDICATE THE NUMBER OF BAYS FROM TOP TO BOTTOM.

FILE NO.

Q22-11213-1

REV	DESCRIPTION	OWN	CHK	APP

PRELIMINARY
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THIS DRAWING IS THE PROPERTY OF ROHN PRODUCTS LLC
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THE WRITTEN CONSENT OF ROHN PRODUCTS LLC
PO BOX 5999
MEMPHIS, TN 38101-5999
TOLL FREE 800-727-4040

DESIGN PROFILE 195 FT RLT TOWER RESERVOIR HILL, TN	
DWG: AS	CHKD: DATE: 11/28/2022
ENGR: AS	SHEET # 1 OF 1
PROJ ENGR: AS	PROJ MANAGER:
DRAWING NO: Q22-11213-1 PROFILE	REV: 0

Addenda #2

1. who is responsible for Construction Drawings, signed sealed by PE which would include
 1. site plan (to include the access road to the tower site) **Yes- Columbia Fire & Rescue Emergency Management Department**
 2. Fence details **No Fence Required**
 3. tower elevation with appurtenances
 4. telecom shelter (industrial unit with radios, battery backup, HVAC, halo ground, etc.) **No, not required/ Tower only**
2. who is responsible for permits.
 1. Zoning **City of Columbia – Columbia Fire & Rescue Emergency Management**
 2. Building **City of Columbia – Columbia Fire & Rescue Emergency Management**
 3. Electrical **City of Columbia – Columbia Fire & Rescue Emergency Management**
 4. FAA **Not required**
 5. FCC **Not required**
 6. NEPA, SHPO **Not necessary**
3. for the 195' Rohn self-support tower
 1. Are we to purchase the tower **Yes**
 2. Are we to offload the tower on the project site **Yes**
 3. Are we to pay for the transport of the tower from Rohn to the project site **Yes**
4. do we procure and install grounding of the
 1. tower **No**
 2. radio building **No**
 3. compound fence **No**
5. do we procure and install antennas, antenna mounts, interconnect cables? **We will provide the antennas and coax.**
6. do we procure and install lighting protection on the tower? **Not required/optional – Standard grounding system.**
7. are we responsible for designing, procuring and installing commercial (metered) electrical service to the radio building? **No**
8. are we responsible for designing, procuring and installing fiber optic connections to the radio building? **No**
9. are we able to receive the final PE signed sealed docs from Rohn **(you will provide in your bid)**
 1. erection drawings **(you will provide in your bid)**
 2. permit drawings (aka structural design report) **(you will provide in your bid)**
10. may we receive the PE signed sealed tower foundation drawings? **(that comes with whomever manufactures the tower)**
 1. perceive that the foundation is 20.5' x 20.5' x 7' **(provide with towers manufacture package)**

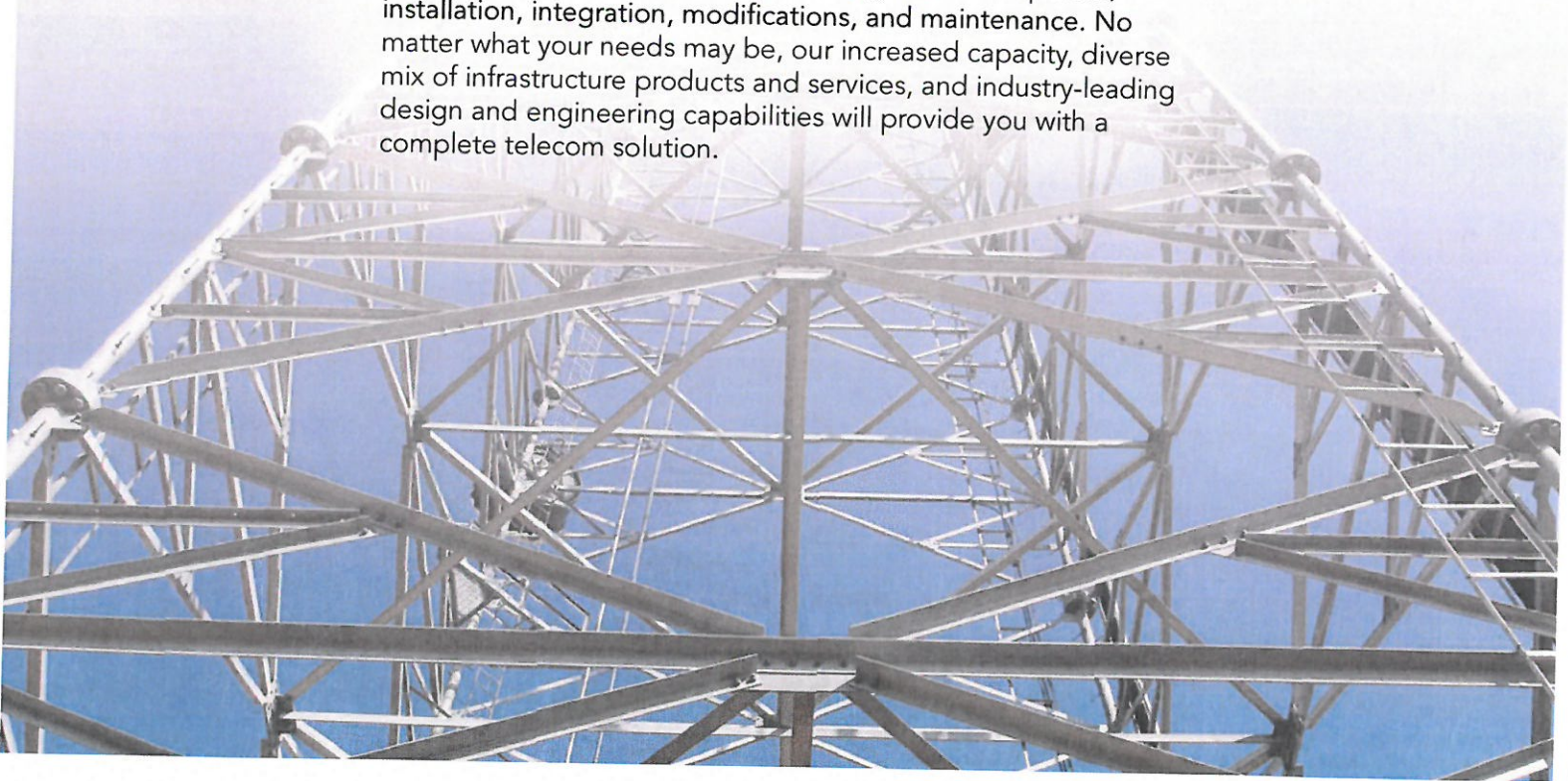
SABRE LITERATURE



Sabre Industries

Your Complete End-to-End Telecom Solution

Sabre Industries is the only integrated provider capable of offering an end-to-end solution with both products and services to telecommunication customers across the United States. A leading producer of highly-engineered products for wireless communications, we design and manufacture towers, shelters, tower accessories, modification components, and small cell and DAS infrastructure along with mobile/disaster recovery products. Our services group completes the solution by providing a full range of infrastructure services including site development, installation, integration, modifications, and maintenance. No matter what your needs may be, our increased capacity, diverse mix of infrastructure products and services, and industry-leading design and engineering capabilities will provide you with a complete telecom solution.



With facilities spread out across the United States, Sabre Industries has the capacity to meet your needs. We have wireless manufacturing facilities located in Sioux City, Iowa; Alvarado, Texas; and Bossier City, Louisiana. Our new, state-of-the-art Iowa and Texas plants manufacture engineered structures, while our Louisiana plant manufactures a variety of engineered products. These three plants combined provide a total of 1,159,200 square feet of manufacturing and related facilities. In addition to manufacturing, we have service facilities spread out across the United States. Headquartered in Champaign, Illinois, our team of service professionals has more than 150 years of combined experience. Along with offering in-house equipment integration, Sabre has more than 50,000 square feet of indoor and 175,000 square feet of outdoor warehouse space providing full service shelter storage with capacity for up to 100,000 lb. shelters.

Facilities



With three manufacturing plants and service facilities spread out across the United States, Sabre Industries has the capacity to meet all your telecom needs.

Capabilities

Sabre Industries designs and manufactures tower and monopole structures; shelters and buildings; small cell and DAS products; and tower components. In addition, we offer a full line of mobile, panelized and field-erectable products. Offering a complete end-to-end telecom solution, our infrastructure services include site development; tower construction; integration; inspection services; modifications; microwave design and deployment; DAS and small cell deployment; warehousing; shelter storage; generator installation and refueling; and site maintenance. With manufacturing facilities, service centers and field offices throughout the United States, we have the in-depth experience and expertise to be your complete resource.

Sabre has the in-depth experience and expertise to be your complete resource.



Sabre designs towers, shelters and components for nearly all applications.

Engineer and Design



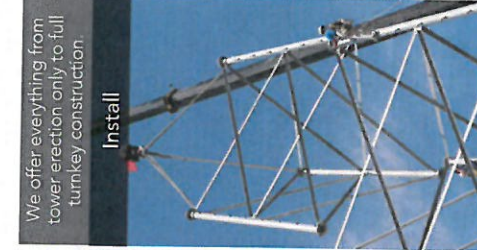
We are one of the largest tower and shelter manufacturers in the world.

Manufacture



Sabre works with you to identify and develop your wireless site.

Site Development



We offer everything from tower erection only to full turnkey construction.

Install



Our tower inspection program allows for customer data reporting and interaction.

Inspect



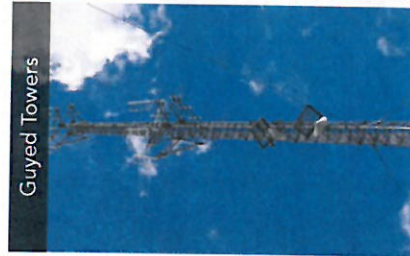
We provide value-added services for your facility's life cycle.

Maintain

Engineered Telecom Structures

As one of the largest tower providers in the world, Sabre manufactures thousands of tower structures every year. Providing towers for nearly all applications, we offer a full line of engineered telecom structures, including self-supporting and guyed towers, monopoles and concealment products. Our in-house, experienced, structural engineers are licensed in all 50 states, Puerto Rico, the District of Columbia, and Guam; and are capable of certifying a wide range of structures. We offer guyed and self-supporting towers with tubular, solid-round or angle legs, and slip-sleeve or flanged monopoles. In addition to providing new structures, Sabre has the experience and capability to design, fabricate and install tower and monopole modifications. Optimized for ease of installation and minimum interference with existing mounts and lines, our tower upgrade components are designed to fit the first time.

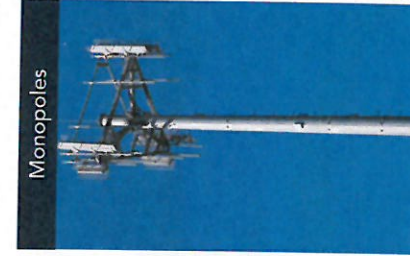
Sabre manufactures thousands of
tower structures every year.



Guyed Towers



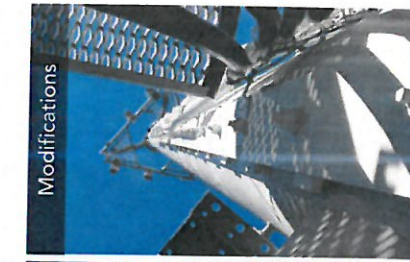
Self-Supporting Towers



Monopoles



Concealment Structures

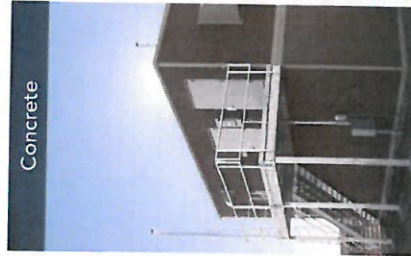


Modifications

Engineered Telecom Products

Sabre Industries provides a wide variety of engineered products for the telecom industry. As one of the largest shelter providers in the United States, we design, manufacture and integrate a full line of enclosures including concrete, steel and SIP shelters. Custom designed to meet local building ordinances or other stringent requirements, alternate finishes are available such as stamped brick, stucco and vinyl siding. Our engineering department supports your requirements in addition to providing value engineering and seamless integration of our products into your projects. For emergency and disaster recovery operations, we also provide a full line of mobile, panelized and field-erectable products.

We design, manufacture and
integrate a full line of enclosures.



Concrete



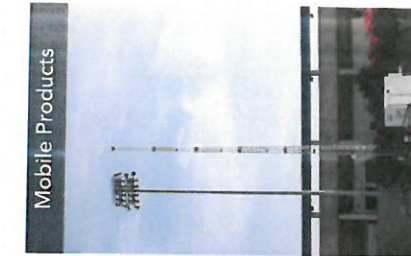
Field-Erectable



Fully Integrated



Custom Finishes

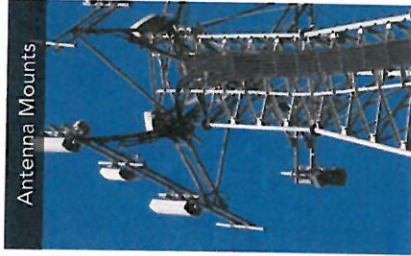


Mobile Products

Components and Small Cell Solutions

In addition to manufacturing macro towers and buildings, Sabre's engineered products include pre-engineered lightweight towers and tower components. Our antenna mounting systems are designed with nearly 40 years of experience in the tower industry and meet today's technology requirements. Dedicated to providing the telecom industry with a true end-to-end solution, we also design and manufacture small cell and DAS infrastructure that includes stealth poles, NEMA 3 and 4 cabinets, ground furniture, shrouds, and other related components. Sabre's product line undergoes extensive structural, thermal, acoustic and RF testing to ensure our customers' infrastructure deployments meet all required jurisdictional and OEM specifications.

Sabre provides tower components
and small cell solutions.



Antenna Mounts



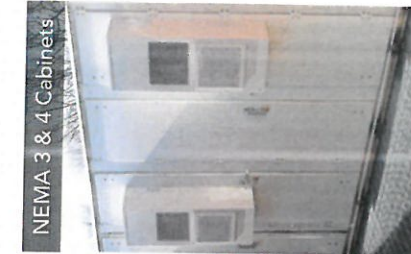
Components



Small Cell Stealth Poles



Radio Cages



NEMA 3 & 4 Cabinets

Infrastructure Services

Sabre Industries offers a full range of infrastructure services. With extensive experience in the construction of telecommunication systems, we provide complete site development and turnkey construction. We have the ability to oversee everything from foundation and tower installation, to antenna and line installation and testing. With ample warehouse space spread across our various facilities, we offer shelter storage and staging, along with decommissioning and equipment harvesting. In addition, Sabre offers material/warehouse management solutions that are ideal for site builds, maintenance equipment or emergency response. We also offer complete microwave systems including synchronization and network management. Providing you with integrated solutions, Sabre's on-staff technicians perform factory installation and testing of power and radio cell-site equipment.

Sabre Industries has extensive experience in the
construction of telecommunication systems.]



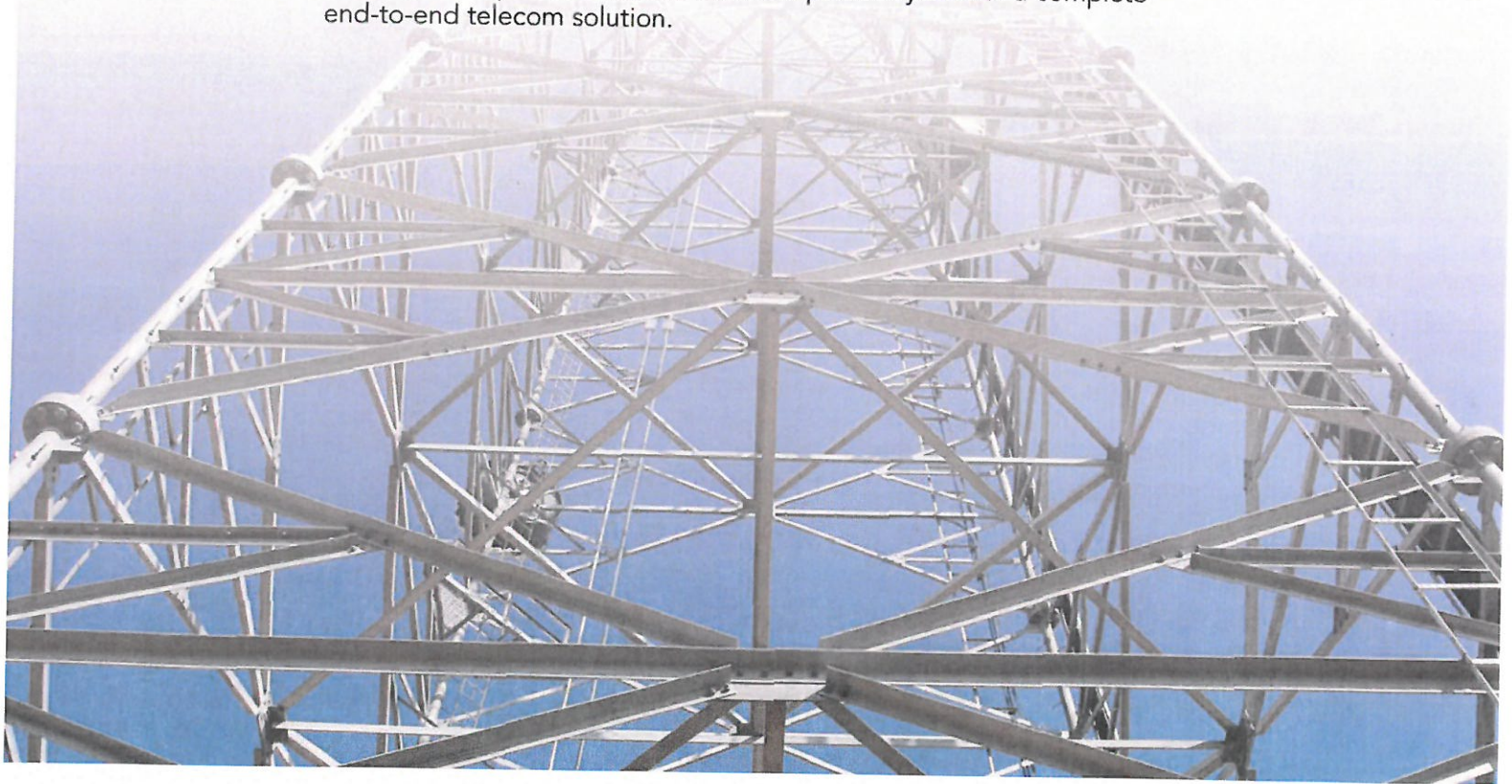
Life Cycle Services

Providing services for the entire life cycle of your facility, Sabre offers everything from new construction to renovations and upgrades. We provide preventative and on-demand repair and maintenance on HVAC, CEV, and electrical and plumbing. Utilizing our custom-developed inspection software, we offer tower inspections that include tower, site and equipment conditions. If a tower needs to be upgraded, Sabre has the ability to provide complete tower and monopole modifications. In addition to maintaining current facilities, we design, deploy, and commission small cell and DAS solutions. With a long history of quick response to carrier emergencies, our expert service teams are ready to respond 24/7/365. We have the ability to provide temporary tower and generator deployment, along with emergency structure and equipment repair. Sabre offers emergency generators along with five different refueling programs to ensure that your equipment continues to run in the worst of situations.

We provide value added services for the
entire life cycle of your facility.

Your Partner from Beginning to End

Sabre Industries is your partner from the beginning to the end of your facility's life cycle. From towers to buildings, to modifications and maintenance, we lead the telecommunications industry in both infrastructure products and services. With manufacturing facilities, service centers, and field offices throughout the United States, we have the in-depth experience and expertise to be your complete resource. Only Sabre can deliver the kind of quality and reliability you need to succeed in today's competitive environment. We provide you with a complete end-to-end telecom solution.





Towers and Poles:

Sabre Industries, Inc.
7101 Southbridge Drive
Sioux City, IA 51111
800-369-6690
towerinfo@sabreindustries.com

Buildings & Small Cell:

Sabre Industries, Inc.
5031 Hazel Jones Road
Bossier City, LA 71111
318-213-2900
buildingsinfo@sabreindustries.com

Components:

Sabre Industries, Inc.
7101 Southbridge Drive
Sioux City, IA 51111
866-428-6937
cataloginfo@sabreindustries.com

Telecom Services:

MUTI-Sabre Industries Telecom Services
2626 Midwest Court
Champaign, IL 61822
217-819-3040
telecomservicesinfo@sabreindustries.com

www.SabreIndustries.com



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Ginger Adams, Administrative Assistant, gadams@columbiatn.com, 931-560-1723

AGENDA ITEM TITLE: RATIFY THE APPROVAL AND AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT WITH STECHYN AND SON INC, DBA: SERVICEMASTER IN THE AMOUNT OF \$6,372.80 FOR FIRE STATION NO. 4

RECOMMENDATION: Approve.

INFORMATION: On February 9, 2023, City Council authorized the Mayor to execute a contract with Stechyn and Son Inc, DBA: Servicemaster in the amount of \$101,094.75 to commercially dry and repair Fire Station No. 4, located at 5040 Trotwood Ave, for damages resulting from winter storm occurring December 24, 2022.

During repairs, additional issues were discovered and repaired in the amount of \$6,372.80.



Service Master by Stechyn & Son

412 Lynda Lee Ln.
Columbia Tn. 38401

Insured: COLUMBIA FIRE DEPT STATION 4
Property: 5040 Trotwood Ave
Columbia, TN 38401

Home: (931) 215-8953
E-mail: nbrown@columbiatn.com

Estimator: Justin Foster
Position: Project Manager
Company: ServiceMaster By Stechyn & Son
Business: 412 Lynda Lee Ln
Columbia, TN 38401

Business: (931) 981-8094
E-mail: jfoster.1smp2@gmail.com

Claim Number: PR52635-1

Policy Number:

Type of Loss:

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 12/31/2022 10:32 AM

Price List: TNMU8X_OCT22
Restoration/Service/Remodel
Estimate: COLUMBIAFIREDPT-SUP

COLUMBIAFIREDPT-SUP

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Cleaning Technician - per hour	48.00 HR	0.00	46.20	0.00	465.70	2,683.30
3 tech for 2-8hr days to clean up after construction						
Total: Main Level				0.00	465.70	2,683.30



Kitchen

Height: 8'

674.50 SF Walls	440.08 SF Ceiling
1,114.58 SF Walls & Ceiling	440.08 SF Floor
48.90 SY Flooring	83.48 LF Floor Perimeter
88.48 LF Ceil. Perimeter	

Door

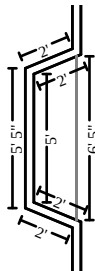
2' 6" X 6' 8"

Opens into HALLWAY_2

Door

2' 6" X 6' 8"

Opens into OFFICE_1



Subroom: Bay (1)

Height: 8'

71.77	SF Walls	9.49	SF Ceiling
81.25	SF Walls & Ceiling	9.49	SF Floor
1.05	SY Flooring	8.97	LF Floor Perimeter
8.97	LF Ceil. Perimeter		

Missing Wall

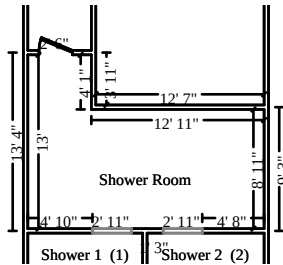
6' 4 9/16" X 8'

Opens into KITCHEN2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
2. Electrician - per hour	4.00 HR	0.00	99.50	0.00	83.58	481.58
Another additional labor charge for electrical repairs.						
3. Material Only Range hood - High grade	1.00 EA	0.00	209.11	20.39	48.19	277.69
Replace range hood due to water damage						
4. Recessed light fixture - canless LED - up to 8"	5.00 EA	0.00	55.34	14.71	61.20	352.61
Replace Retro Fit LED lights due to water damage						
5. Material Only In-wall / In-ceiling speaker - High grade	2.00 EA	0.00	368.88	71.93	170.03	979.72
Replace ceiling speakers due to water damage						
6. Light bar - 2 lights	1.00 EA	0.00	75.45	2.33	16.34	94.12

CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove and replace valance light fixture due to water damage						
7. 110 volt commercial wiring/conduit, box, outlet, switch	2.00 EA	0.00	235.85	6.96	100.53	579.19
Replace due to water damage						
8. Ground fault interrupter (GFI) outlet	1.00 EA	0.00	32.51	1.67	7.18	41.36
Replace due to water damage						
9. Outlet	4.00 EA	0.00	15.55	0.67	13.20	76.07
Replace due to water damage						
10. 110 volt wiring (12/2 copper conductor with ground)	250.00 LF	0.00	1.55	18.04	85.16	490.70
Replace due to water damage						
Totals: Kitchen				136.70	585.41	3,373.04



Shower Room

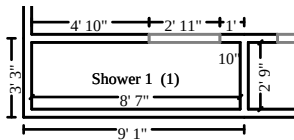
Height: 8'

435.11 SF Walls	176.92 SF Ceiling
612.03 SF Walls & Ceiling	176.92 SF Floor
19.66 SY Flooring	53.00 LF Floor Perimeter
61.33 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into HALLWAY_1



Subroom: Shower 1 (1)

Height: 8'

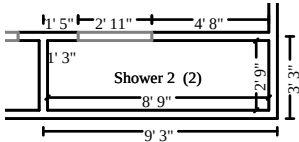
161.89 SF Walls	23.60 SF Ceiling
185.49 SF Walls & Ceiling	23.60 SF Floor
2.62 SY Flooring	19.75 LF Floor Perimeter
22.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

2' 11" X 6' 8"

Opens into SHOWER_ROOM2

CONTINUED - Shower Room



Subroom: Shower 2 (2)

Height: 8'

164.56 SF Walls	24.06 SF Ceiling
188.62 SF Walls & Ceiling	24.06 SF Floor
2.67 SY Flooring	20.08 LF Floor Perimeter
23.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

2' 11" X 6' 8"

Opens into SHOWER_ROOM2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
11. Bathroom ventilation fan - Premium grade	1.00 EA	0.00	242.27	19.26	54.93	316.46
Totals: Shower Room				19.26	54.93	316.46
Total: Main Level				155.96	1,106.04	6,372.80
Line Item Totals: COLUMBIAFIREDPT-SUP				155.96	1,106.04	6,372.80

Grand Total Areas:

6,002.24 SF Walls	2,287.54 SF Ceiling	8,289.78 SF Walls and Ceiling
2,287.48 SF Floor	254.16 SY Flooring	733.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	833.34 LF Ceil. Perimeter
2,287.48 Floor Area	2,469.33 Total Area	6,042.24 Interior Wall Area
2,184.72 Exterior Wall Area	246.45 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Service Master by Stechyn & Son

412 Lynda Lee Ln.
Columbia Tn. 38401

Summary for Dwelling

Line Item Total	5,110.80
Material Sales Tax	155.96
Subtotal	5,266.76
Overhead	526.69
Profit	579.35
Replacement Cost Value	\$6,372.80
Net Claim	\$6,372.80

Justin Foster
Project Manager



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

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

AGENDA ITEM TITLE: APPROVE THE BID AWARD TO MIDSOUTH BARNDOMINIUMS OF HOHENWALD FOR CONSTRUCTING A 40X60X12 FULLY ENCLOSED METAL BUILDING FOR NEW FIREARMS RANGE - POLICE DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Bids to build a fully enclosed metal structure for the firearms range on Estes Lane. The City received three (3) bids back from four(4) businesses that were contacted. Midsouth Barndominiums was the lowest bidder at \$100,675.00. This price is for a fully enclosed metal structure 40x60x12 with a 20x60 lean-to with a 20' gable in the center. The construction will include concrete floor, walls, roof, windows, and doors provided and constructed.

ATTACHMENTS: Bids from Midsouth Barndominiums, Summertown Metal, and Morton Buildings. Email from Buck Steel buildings declining to bid.

Columbia Police Department Quote

40x60x12 fully enclosed with 1 20x60 leanto and 1 8x60 leanto with 20' gable in center

- 6x6 post frame with 2x6 side girt spaced 24" o/c
- Wood trusses on main building spaced 4' o/c with 2x4 lathe
- Wood mono truss on back spaced 48" o/h
- Wood rafters on front porch spaced 2' o/c
- #1 painted metal throughout with 16" metal soffit
- Bubblewrap insulation under all metal
- Metal ceiling on porches with beams wrapped (no post covers)
- 3' metal wainscot on all perimeters
- 5 3x4 vinyl windows, 2 3x3 vinyl windows
- 1 3/0x6/8 entry door 6 panel
- 1 3/0x6/8 entry door half glass
- 1 6/0x6/8 french door full glass
- 1 10x10 insulated garage door (no opener)
- 4" concrete slab throughout including 10x4 sidewalk by garage door
- 6" seamless gutters with down spouts

Total price installed with delivery \$97,800

+ \$2875 For engineered Drawings.

Total \$100,675.00

Posh

Josh Davis

From: James Balmez <james@midsouthbarndominiums.com>
Sent: Friday, February 24, 2023 10:28 AM
To: Josh Davis
Subject: [External Email] - RE: Rough Drawings

Sorry for the delay, I just got the quote back on that. It came back a lot higher than I anticipated, It would add \$2,875 to get an engineered set of plans for a new total of \$100,675.

From: Josh Davis <jdavis@columbiatn.com>
Sent: Friday, February 24, 2023 9:12 AM
To: James Balmez <james@midsouthbarndominiums.com>
Subject: RE: Rough Drawings

Have been able to get the revised quote with engineered plans?

From: James Balmez <james@midsouthbarndominiums.com>
Sent: Wednesday, February 22, 2023 12:05 PM
To: Josh Davis <jdavis@columbiatn.com>
Subject: [External Email] - Rough Drawings

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.

Summertown Metals Estimate

3864 Summertown Highway Summertown TN 38483

This Building Estimate submitted from **Summertown Metals LLC**, on 3/3/2023 is valid for a period of 15 days and subject to terms and conditions.

Note: Price does not include Engineered plans any grading or site preparation. All legal fees and building permits are the full responsibility of Buyer.

Sales Rep:	MAYSON
Customer Name:	JOSH DAVIS
Customer Phone:	1-931-797-5127
Customer Email:	JDAVIS@COLUMBIATN.COM
Customer Address:	COLUMBIA, TN
Building Type:	ENCLOSED
Truss Type:	WOOD
Truss Overhang:	18"
Building Width:	40
Building Length:	60
Building Height:	12
Side Sheds:	1-20X60 WITH CEILING / 1-8X60 WITH 20' CENTER GABLE & CEILING
Shed Truss Type:	WOOD
Post/Stud Size:	6X6
Post Spacing:	10'
Roof Purlins: 2'O/C	2X4
Side Girts: 2'O/C	2X6
Roof Metal:	29G COLOR
Wall Metal:	29G COLOR
Wainscoting Metal:	YES
Soffit Metal:	YES
Trim:	YES
Metal Fasteners:	YES
Insulation/Type:	N/A
Garage Door Size/Type:	1-10X10
Garage Door Openers:	N/A

Summertown Metals Estimate

3864 Summertown Highway Summertown TN 38483

Sliding Barn Doors:	N/A
Walk In Doors:	1-SINGLE / 1-DOUBLE
Windows:	4-3040 / 3-3030
Cupola	N/A
6" Seamless Gutters:	YES
Concrete Floor Size:	68X60 4" / 4X10 WALK WAY
Engineered Plan:	YES
Materials/Tax/Delivery:	\$ INCLUDED
Building Labor:	\$ INCLUDED
Concrete Material/Labor:	\$ INCLUDED
Estimated Deposit:	\$ 15,500.00

Notes: POST WRAP FOR POST ON PORCHES INCLUDED*

Building Estimate Total:\$ 115,250.00

Summertown Metals Estimate

3864 Summertown Highway Summertown TN 38483

Terms and Conditions

1. Payment Terms

1.1 Seller requires that a 20% deposit on materials be paid by Buyer to Seller on building packages at the time the contract is executed. The remaining balance is due upon delivery of materials and shall be paid in full at such time by Buyer to Seller. Seller accepts cash, checks, and most major debit and credit cards. All amounts \$3,000.00 or above, if paid by credit/debit cards, will be charged a 3% fee at Seller's discretion. Past due accounts are subject to a monthly fee which will be calculated at the rate of 1.5% monthly interest rate.

1.2 Various circumstances beyond Seller's control such as but not limited to; delayed permit process, Buyer delays, HOA approval, backordered item availability, Independent Contractor schedule and lead times, garage door availability and installation schedule, and Buyer's site preparation can create situations where partial shipments from the Seller will be made to not cause undue hardship to the Seller. The Buyer agrees to pay the full balance due for all the materials indicated on the invoice and contract upon the first delivery of materials to the building site.

2. Cancellations, Returns and Refunds

2.1 Should Buyer decide to cancel their order for any reason after the contract has been signed, the Buyer will be subject to a 20% cancellation fee at the sole discretion of Seller. Additionally, the Buyer agrees to fully reimburse Seller of any Seller purchased special order items or custom fabricated material, such as but not limited to; garage doors, windows, trusses, metal and lumber at full retail cost.

2.2 The Seller reserves the right to cancel the contract at any time due to delays on the Buyer's behalf regardless of circumstance, after 60-days from the initial shipment date with no further obligations to the Buyer with Seller collecting the Buyers initial deposit as compensation for the time, labor, and overhead costs to process the purchase.

3. Postponement and Delays

3.1 Material Delays: Buyer must accept shipped materials within 60 days of original ship date set. If Buyer delays the ship date beyond the 60-day deadline, regardless of circumstances and at the Seller's discretion, the Buyer is subject to a price revision of material and labor costs and preapproved undisputable acceptance of the revised material and labor pricing up to but not to exceed current market rates. Once delivered Seller is no longer responsible for any damaged or stolen property.

3.2 Independent Contractor Delays: Buyer will allow Independent Contractors to begin construction within 30 days of material delivered. Buyer's postponement of construction date after the materials have been delivered can result in labor price revisions. Buyer's postponement of the Independent Contractors past the 60 days from initial ship date can result in revised labor rates up to but not exceed current market value or rates with Buyer foregoing dispute of new revised rates.

4. Changes to Order

4.1 Changing orders after signing of the original contract may result in fees up to 4% on the material package. Change orders are not permitted within 2 weeks of delivery date of materials. This may result in delays in shipment and construction of your building. Change order fees are to be at the discretion of the Seller and to not exceed the parameters above.

4. Returns

4.2 Seller guarantees quality, undamaged materials and products are shipped to Buyer, but should Buyer receive materials that are damaged or not according to the specifications in the contractual agreement, Seller will provide a refund or replacement of the missing or damaged materials that are not in compliance with the terms of the contractual agreement. Buyer must bring to the attention of the Seller all defects of material within 7 days of delivery, otherwise all material will be deemed accepted by the Buyer.

Summertown Metals Estimate

3864 Summertown Highway Summertown TN 38483

Building Construction, Permits and site Preparation

5.1 Extra Material: All materials not used in construction of the purchased building according to the building specifications outlined in this contractual agreement will remain the property of Seller. Buyer agrees to not use extra material and must surrender material back to Seller. If Buyer fails to surrender the extra material at the request of the Seller, regardless of circumstance, the Buyer agrees to be charged the full material cost for each item not surrendered or used plus any applicable material pick up costs and fees. Buyer agrees to the estimated extra material unit count and price provided by the Seller for non-surrendered material to be charged back to the Buyer.

5.2 Independent Contractors:

a. Buyer agrees that they are acting as their own independent general contractor for the purpose of selecting subcontractors to perform the construction of their building. Seller will not be held responsible for any work performed by Independent contractors hired and paid by Buyer acting as their own general contractor.

b. Seller has a working relationship with a network of independent contractors who install materials sold by Seller. Seller will provide Buyer names of independent contractors to choose from for the construction of their building. Seller will coordinate with selected independent contractor for delivery of materials. Independent contractors are self-employed and are not employees of Seller and will be working directly for the Buyer who will pay the contractor directly for any and all services performed. Seller makes no claim or guarantee with respect to Independent Contractors and shall not be held Liable for their work or actions.

c. Independent Contractors are not responsible for issues arising from your building settling on your property or common hairline cracks in the concrete due to curing or settling.

d. At times, the Independent Contractor will be unable to dig down deep enough into the soil to set the posts to the proper specifications. Additional labor and costs, determined by the Independent Contractor, will apply to rent and operate the specialized equipment to break the rock in each post hole to reach the proper and necessary specifications.

If it is determined upon construction of the Buyer's building that the build site is unable to accommodate the post framed building without extensive time, costs, and labor due to rock impediment, the Buyer must decide to switch over to a monolithic slab build and incur the additional costs or continue with placing the posts into the ground and incur the costs associated.

If the Independent Contractors is unable to dig deep enough to place the footers for the monolithic concrete slab due to rock in the soil or other circumstances, the Buyer is liable for the additional costs associated with backfilling the build site to proper governing agency and engineering standards along with any compression testing that is required to complete the build.

5.3 Customer Responsible Site Preparation and cleanup:

a. Buyer will be responsible to provide a level, within 2-3 inches of grade, structurally sound surface free of rock and other objects which may impede construction. Buyer understands that site preparation is the responsibility of the Buyer and holds the Seller harmless of any ramifications, costs, or repairs of incomplete or improperly prepared sites.

b. Buyer will also be responsible for gravel cost when project includes concrete if applicable. Seller suggests 20 tons of ¾ inch gravel per 1,000sq ft of building space but does not guarantee this to meet your building needs. Seller does not provide any site inspections and can not accurately calculate how much gravel is needed for Buyer's site preparation.

c. Seller is not responsible for the Buyer's site geography or site preparation which does not properly align the new building with existing driveways, sidewalks, roof lines or buildings. The Buyer must communicate any alignment concerns to the Seller before the execution of this purchase building to allow for adjustments of material and labor to accommodate the misalignment. Buyer holds Seller harmless and accepts full liability of any misalignments from the new building to any existing structures, driveways or sidewalks.

d. Seller is not responsible for issues arising from your building settling on your property or common hairline cracks in the concrete due to curing or settling.

e. Buyer is responsible for the cleanup of any remaining debris or material remnants left over from the build process. Seller can coordinate with an independent roll-off dumpster contractor for an additional cost to the Buyer. Roll-off

Summertown Metals Estimate

3864 Summertown Highway Summertown TN 38483

dumpster service is not available in all areas.

5.4 Permits: All legal fees, building permits, and any other county and or city fees are the full responsibility of Buyer. Buyer will be responsible for any costs incurred as a result of building code requirements including but not limited to additional costs for blueprints, additional material and labor needed to meet the engineering standard set forth in the approved engineered drawings. Failure of Buyer to obtain the required permits, HOA approval or any other authorizing agency, association, or organization, regardless of circumstances, does not forego the responsibilities and financial commitment of the Buyer defined in this contract.

5.5 Site Access: Buyer is responsible for providing access to the job site capable of accommodating large trucks and equipment. Buyer holds the Seller and Independent Contractors harmless of any damage to the grounds, lawn, sidewalks, easements, and driveways from equipment, shipping trucks, or concrete trucks going to and from the work site. Failure to provide reasonable access to the job site will result in delays in the construction of your building and could incur additional charges to the Buyer such as but not limited to additional costs for a concrete pump truck or materials only being deliverable by small loads via a skid steer. If Buyer cannot provide reasonable and accommodatable access to the job site within 60 days from the initial ship date, then Seller reserves the right and discretion to cancel the contract at any time after the 60-day deadline, seizing the Buyer's initial deposit and charging the customer for any manufactured material or special-order items.

6. Legal

6.1 Cost of Suit: In the event either Buyer or Seller shall bring any action or legal proceeding for damages for an alleged breach of any provision of this contract, the prevailing party shall be entitled to recover, as a part of such action or proceeding, reasonable attorneys' fees and court costs, including reasonable attorneys' fees and costs for appeal, as may be fixed by the court or jury. Buyer agrees that all legal action taken under the terms of this contract will occur in Lewis County, Tennessee and the laws of the State of Tennessee will govern all actions brought.

6.2 Dispute Resolution: All claims, disputes and questions arising out of or relating to this Agreement, its formation, execution, or performance, or the breach thereof, shall be decided by arbitration under the Construction Industry Rules of the American Arbitration Association. The award of the arbitrator or arbitrators may be entered in any court of record that would have otherwise had jurisdiction of the dispute(s) decided by the arbitrators. The prevailing party to an arbitration shall be entitled to receive in addition to its actual damages, an award of its attorney fees, expert witness fees, and the costs of the arbitration. Any claims of subcontractors of Seller may upon request of Seller, be joined with any arbitration proceeding by Seller against Buyer. Arbitration shall be commence by the filing, in writing, of a demand with the other party to this Agreement and the parties agree that the arbitration shall be held in Hohenwald, Tennessee, unless otherwise agreed to at the time of the initiation of the arbitration demand.

6.3 Failure to Perform: In the event that Seller is delayed, directly or indirectly, from the performance of any act required under the terms hereof by acts of God, fire, floods, inclement weather, unreasonable or arbitrary failure of governmental authorities to deliver or perform any government approvals, permits, inspections or similar official functions, strikes, acts of war, riot and civil commotion, or by any similar cause reasonably beyond the control of the Seller as the case may be, such failure shall not be deemed a violation or breach of this contract. Seller's commitment to the contract is withstanding and performance to execute will resume when reasonably possible.

Columbia, TN Police Training Facility Proposal

Morton Buildings Inc.

40' Wide x 60' Long x 16' – 4" Grade – Truss Heel

Foundation

Morton Foundation System - MFS Concrete Columns In Ground. Morton Buildings, Inc. exclusive foundation system. Reinforced precast concrete column with an internal threaded adjustment bracket set in a readi-mix poured footing set below frost depth or a minimum of 4'-0" below building grade. Fastened to a laminated wood column with an internal column connector bracket.

Treated Wood splashboard system.

Siding

South, East, North, West wall(s) Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with Stainless Steel Screws)

Wainscot

South, East, North, West with 36" tall Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 wainscot (Fastened with Stainless Steel Screws)

Protective Liner

South, East, North, West wall(s) with 7/16" thick OSB by approx. 32" tall Protective Liner

Roof

Hi-Rib Steel Minimum .019 (Fluoroflex™ 1000) (Fastened with Stainless Steel Screws) with Vent-A-Ridge
Structure has not been designed for installation of anything which could retain snow on the roof.

Overhangs

South, North wall(s) 1' Wide Vented Sidewall Overhang with Standard 6" fascia, 5" Gutters and 3"x4" Downspouts, with elbows at base
East, West wall(s) 1' Wide Non Vented Endwall Overhang with Standard 6" fascia

Condensation Control

South: None
East: None
North: None
West: None
Roof: Formed Dry-Panel

Walk Doors

- | | | |
|---|---|--|
| 1 | A | 3' x 6'8" MB 910 9 Lite Tempered Glass in Leaf with Embossed Crossbuck Walk Door(s) in swing left hinge with lockset |
| 2 | B | 3' x 6'8" MB 910 Plain Flat Leaf Walk Door(s) in swing left hinge with lockset |

Windows

7 C 3'4"x5'0" MB Single Hung Window(s) with low E glass with argon

Overhead Door Opening

1 D 10'0" x 10'0" Overhead Door Opening (Requires a minimum 10' 2" X 10' 1" panel), OHD/ Operator requires 1' 4" Headroom, Available Headroom is 1' 9"

Gable Porch

1 I 10' x 12' Porch with 4/12 Pitch, Diamond "M" Header with Box Flashing
Start porch on South wall 25' from left edge of building for 10'
Porch height to be approximately 8' 4" from building grade to soffit
Standard Column Covers
MFS Foundation
Roof of porch to be Fluoroflex™ 1000 Hi-Rib Steel Minimum .019
Ceiling under porch is finished with aluminum soffit
With Standard 6" Fascia
Fasten roof and gable siding with screws
2' wide sidewall overhangs, with 5" Gutter and 3"x4" Downspouts, 1' wide endwall overhang

Porches

1 24' lineal feet of coverage, 8' wide Porch with 3/12 Pitch, 8' 4" grade to porch frame , Diamond "M" Header with Box Flashing
Start porch on South wall 0' from left edge of building for 24'
Start of porch open and end of porch open
Roof of porch to be Fluoroflex™ 1000 Hi-Rib Steel Minimum .019
Morton Foundation System of concrete lower in ground with laminated wood column upper.
Porch Frames with Soffit Under Porch
1' sidewall overhang with 5" Gutters and 3"x4" Downspouts, 1' overhang on West end and 1' overhang on East end

1 24' lineal feet of coverage, 8' wide Porch with 3/12 Pitch, 8' 4" grade to porch frame , Diamond "M" Header with Box Flashing
Start porch on South wall 36' from left edge of building for 24'
Start of porch open and end of porch open
Roof of porch to be Fluoroflex™ 1000 Hi-Rib Steel Minimum .019
Morton Foundation System of concrete lower in ground with laminated wood column upper.
Porch Frames with Soffit Under Porch
1' sidewall overhang with 5" Gutters and 3"x4" Downspouts, 1' overhang on West end and 1' overhang on East end

1 Custom Back Porch included: 60' lineal feet of coverage, 20' wide porch with 2.5/12 Pitch, 8'-4" grade to porch frame, Diamond "M" Header with Box Flashing

Subcontracts

Install [60]' x [68]' x [4]" thick concrete floor under 4" compacted gravel reinforced with [10x10 WWM] with a [Broom finish on exterior floors & Trowel finish on the interior floors] includes 4 mil vapor barrier.

Install 10' 2" X 10' 1" Unknown Raynor Insulated M200C 2" R18.30 Door with 2" Raynor Heavy Duty Track and hardware, Stucco Panels, Door/Operator requires 1' 4" headroom, 3" Gray rubber bottom seal. Operator is not included. Available Headroom is 1' 9"

2/24/23

***PRICING DOES NOT INCLUDE PREVAILING WAGES, SITE UTILITY HOOKUPS, EXCAVATION OR BUILDING PAD, OR ANY BUILDING PERMITTING FEES ASSOCIATED WITH THIS PROJECT**

Building Investment

Total Estimated Project Cost as described including Material, Tax, and Labor*: \$234,633.00

\$70,390.00 Down Payment

\$140,780.00 Due Upon Delivery of Materials

\$23,463.00 Due When Morton Buildings' Scope of Work is Complete

* Building Proposal Good for 7 Days from the date specified on cover letter.

If you accept this pricing proposal you must enter into a written building order which contains additional terms and conditions. This proposal is not intended to be a contract for construction.

This proposal contains information which is proprietary and/or are trade secrets and may not be disclosed to third-parties without the express written authorization of Morton Buildings, Inc.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT:

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

AGENDA ITEM TITLE: Approve Procurement of (6) License Plate Readers from Motorola Solutions/Vigilant Solutions, LLC in the amount of \$28,922.28 utilizing the State of Tennessee Contract SWC450

RECOMMENDATION: Approve the purchase of (6) L.P.R. (License Plate Reader) subscription services from Motorola Solutions in the amount of \$28,922.28 utilizing the State of Tennessee Contract SWC450.

INFORMATION: The State of Tennessee has a contract with Motorola Solutions for the subscription service for License Plate Reader systems. The entire purchase of six L.P.R. subscription services would cost the city \$28,922.28 for the first year. A reoccurring amount of \$2,156.40 per Hub unit (5 units) costing \$10,782 per year and \$1,436.40 for the one spoke unit yearly for the remainder of the 5-year contract to also include the provisioning of SIM cards and the monthly data cost estimated at \$2,040 a year which will be utilizing the existing contract that the city has with Verizon.

The L.P.R. will assist with detecting license plates associated with wanted persons and plates associated with stolen vehicles and can be used to investigate crimes. These fixed-mounted stationary cameras run 24 hours/7 days a week, reading license plates as vehicles cross the camera's path.

ATTACHMENTS: Contract Agreement Quote, State Wide Contract SWC450 and Staff Report.

**SWC 450 Automated License Plate Reader (ALPR) #69792 – Motorola Solutions,
Inc.**
Contract Information and Usage Instructions

Contract Period: Five-year Term

Contract Start Date: May 17, 2021
Contract End Date: May 16, 2026

Summary/Background Information: Hosted automated software Systems for the identification of License Plates and the Camera's and associated hardware for installation. Additionally, professional services are available for planning and there are service level criteria for performance management.

This Statewide Contract is available to local governments.

State Contact Information:

State of Tennessee
Michael Porter
Contract Administrator
Phone: (615)741-1192
Email: michael.porter@tn.gov

Vendor Contact Information:

Motorola Solutions, Inc.
Mike Wagner
Account Manager
Phone: (303)859-1332
Email: m.wagner@motorolasolutions.com

State Agency Ordering Instructions:

The ALPR contract is based on discounts from the manufacturer catalog negotiated during the RFP solicitation. The catalog can be found in the contract documents folder. Once you have selected the items you're interested in purchasing, contact the supplier directly for orders and questions regarding products.

Local Government Entity Instructions:

Local Governments and other eligible entities are encouraged to use this contract. Local entities should contact Mike Wagner with Motorola Solutions, Inc. with respect to how they would like to conduct business transactions. His contact information can be found on the first page above.

Purchase Orders must state, “Terms and Conditions per State of TN SWC 450”. Notice to Proceed must include, proof of funding and reference Ts&Cs per TN SWC 450.

Note: The State requires Motorola Solutions, Inc. to report all sales to Local Government entities making use of the State contract.

Access to Contract Documents Online:

1. Click on the link below to go to the Supplier Portal homepage:
https://sso.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST
2. Click on the “Statewide Contract (SWC) Search” link at the bottom of the page under “Statewide Contract Information”.
3. Scroll down the list of contracts and locate “Automated License Plate Reader”. Click on the picture of a folder under the “Details” column.
4. You will get a rectangular box and one of the columns (to the right) will say “Contract Documents”, and below will be a picture of a file folder, click on it and you will get a new box with multiple contract documents shown. Click on the picture of the document to view the attachment.

		Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Columbia Police Department - Attention: Jason Dark			Date:	03-28-23
Project Name:	Columbia PD- L5F Subscription			Quote ID:	CBV-0346-01

Fixed LPR Subscription Package - Hub Unit

5 year contract

\$2,156.40 per camera, per year

includes hardware warranty, CLK fees, comms boxes, and brackets

Qty	Item #	Description
(5)	VSFS-L5F-HUB	Fixed LPR Subscription Package - L5F Hub Unit - Includes: - One (1) L5F LPR Camera w/ Comms Box - Cellular communication service plan sold separately - Camera Bracket, 30' Camera Cable - Annual Warranty - Shipping charges - Fee schedule: 5-Year contract term required - Billed annually at the anniversary of purchase
Subtotal Price (Excluding sales tax)		\$10,782.00

Fixed LPR Subscription Package - Spoke Unit

5 year contract

\$1,436.40

includes hardware warranty, CLK fees, and bracket

Qty	Item #	Description
(1)	VSFS-L5F-SPK	Fixed LPR Subscription Package - L5F Spoke Unit - Includes: - One (1) L5F LPR Camera - Comms Box not included - Cellular communication service plan sold separately - Camera Bracket, 30' Camera Cable - Annual Warranty - Shipping charges - Fee schedule: 5-Year contract term required - Billed annually at the anniversary of purchase
Subtotal Price (Excluding sales tax)		\$1,436.40

Start-up

Qty	Item #	Description
(6)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Vigilant technician to visit customer site - Includes system start up, configuration and commissioning of LPR system - Includes CDM/CDF Training - Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$4,799.88
(6)	SSI prefixed install	Installation of L5F
Subtotal Price (Excluding sales tax)		\$10,764.00

Qty	Item #	Description
(6)	VS-SHP-02	Vigilant Shipping Charges - Fixed or Comms - Applies to each fixed camera LPR System - Or Communication Box Purchased without LPR System - Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$420.00

Qty	Item #	Description
(1)	VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN - Vigilant hosted/managed LEARN account - Central repository for all LPR data acquired by each LPR system - Includes Vigilant's suite of LPR data analytics via online web access - Automated CarDetector software update management - Plate searching, mapping, data mining utilities - Stakeout, Associate Analysis and Locate Analysis - Full administrative security with management auditing - Plug-N-Play an unlimited number of CarDetector LPR systems - Requires NO server hardware, NO server maintenance - Requires Vigilant Enterprise Service Agreement contract
Subtotal Price (Excluding sales tax)		\$0.00

Quote Notes:

- All prices are quoted in USD and will remain firm and in effect for 60 days.
- Returns or exchanges will incur a 15% restocking fee.
- Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
- No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
- Motorola's Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.
- For L5F, agency is required to identify mounting location, constant 120 power, and internet communications (SIM card).
- L5F: Years 2-5 are \$2,156.40 per Hub system, per year. Years 2-5 are \$1436.40 per spoke camera, per year.
- Total annual cost of \$12,218.40 for years 2-5.
- This pricing is based off of Tennessee state contract SWC450.
- Site 4 will have one hub, one spoke.

Quoted by: **Caroline Bonczyk - Mobile Video ITS - 773-560-4980 - caroline.bonczyk@motorolasolutions.com**

Total Price	\$28,202.28 (Excluding sales tax)
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Contract Terms Acknowledgement

This Contract Terms Acknowledgement (this "**Acknowledgement**") is entered into between **Vigilant Solutions, LLC**, a Delaware corporation ("**Vigilant**") and the entity set forth in the signature block below ("**Customer**"). Vigilant and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

1. **Contract Terms Acknowledgement.** Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement ("MCA"), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement,.
2. **Entire Agreement.** This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties' Agreement.
3. **Disputes; Governing Law.** Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.
4. **Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Vigilant Solutions, LLC

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Paul Keltner, Development Services Director, paul@columbiatn.com, 931-560-1560

AGENDA ITEM TITLE:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT FOR PROFESSIONAL SERVICES WITH NEEL-SCHAFER, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES FOR THE CITY OF COLUMBIA, TENNESSEE - WARDS 1, 2, 3, 4 AND 5

RECOMMENDATION: Approve.

INFORMATION: The Development Services Department previously solicited qualifications for on-call traffic engineering consultant services within the City of Columbia, Tennessee and executed a three-year agreement with Neel-Schaffer, Inc. These services are related to traffic study review, preparation, and signal timing recommendations. The three-year agreement is nearing completion and at this time, the desire is to maintain these services for an additional three-year period. The scope of services and fees are outlined in the agreement.



March 24, 2023

Mr. Glenn Harper, P.E.
City Engineer
City of Columbia
700 North Garden Street
Columbia, TN 38401

**Subject: Professional Engineering Services Agreement
On-Call Traffic Engineering Services**

Dear Glenn:

As requested, we are pleased to submit this documentation that will allow Neel-Schaffer to continue providing as-needed traffic engineering services to the city of Columbia. This contract extension and the supporting information that accompanies it serve to document the professional services agreement between Neel-Schaffer, Inc. and the city of Columbia.

This letter agreement will extend our availability to perform services for an additional continuous three-year term. Exhibit A – Scope of Services; Exhibit B – Professional Services Classification Rate Schedule; and Exhibit C – General Terms and Conditions are attached and comprise the full agreement. Exhibit B continues to define the rate schedule for independent review of traffic impact studies on a lump sum basis and also the hourly rate schedule for work assignments provided on an individual task order basis. At the city of Columbia's discretion, this as-needed professional services agreement may be extended upon its expiration for an additional three-year period. The renewed agreement will become effective as of the date of final execution by all required signatures.

If the terms of this Letter Agreement are acceptable, please execute and return a copy to us.

We certainly appreciate the opportunity to provide these services to the city of Columbia. We look forward to working with you. Please let me know if you have any questions or need additional information concerning this proposal.

Sincerely,
NEEL-SCHAFFER, INC.

Gregory D. Judy, P.E., PTOE
Engineer Manager/Vice President

engineers | planners | surveyors | environmental scientists | landscape architects

P: 615.217.0500 | F: 615.383.9984

201 East Main Street, Suite 325

Murfreesboro, TN 37130

www.neel-schaffer.com



ACCEPTED: City of Columbia, TN

DATE:

City of Columbia

CITY APPROVED, AS TO FORM:

DATE: 4/6/23

C. Tim Lusher
City Attorney, City of Columbia

ACCEPTED: Neel-Schaffer, Inc.

DATE:

Gregory D. Judy
Gregory D. Judy, P.E., PTOE
Engineer Manager – Vice President
Neel-Schaffer, Inc.

03/24/2023



EXHIBIT A

EXHIBIT A

Scope of Services

The following defines the general scope of services to be provided by the Consultant. The contract agreement includes two primary types of work assignments: Independent Review Assistance of Traffic Impact Studies (TIS) and As-Needed Traffic Engineering Assistance. The following provides an overview of the typical tasks anticipated to be completed for each type of assignment.

TASK A - Independent Review Assistance of Traffic Impact Studies

The City of Columbia desires assistance with the technical review and advisement related to the review of traffic studies that are presented to the City as part of proposed development approvals. Such TISs are typically prepared by the project applicant or the applicant's consultant and then reviewed by a City-retained transportation consultant retained under this contract. The City has a need for peer review of these traffic impact studies in conjunction with and as a part of the Development Services Department staff review of development applications.

The Consultant retained under this contract will serve as an independent consulting resource for the City of Columbia. The Consultant will provide the City with said services, moreover described below, so as to provide the City with professional expertise and expedited reviews of TISs in association with development applications.

Typical elements of work will include the following tasks:

- Attend initial scoping meeting or intermediate summary meeting with the development application team and the Development Services Department,
- Provide advisement and recommendations related to study criteria, limit of study area and TIS methodology based upon the City of Columbia development guidelines, typical industry standards and professional opinion,
- Review and comment on project trip generation, trip directional distribution and inclusion of off-site, background trips,
- Review of submitted TIS for accuracy and correctness,
- Evaluate and comment on TIS conclusions and recommendations,
- Advise of alternative and additional recommendations and considerations, and
- Availability to attend and assist at City of Columbia Municipal Planning Commission meetings.

The Consultant's independent review of submitted TIS reports will be assigned into one of four thresholds (levels) based on the estimated new trips generated. The applicant should provide an initial assessment of the number of peak hour and daily trips expected to be generated by the project. The extent of review and desired involvement of the Consultant is defined as follows:

Less than 100 new peak hour trips or less than 500 new daily trips

- This category of review will be a "Traffic Access Study".
- All access driveways between the development and the public street network will be considered.
- Study intersections: up to one adjacent, major public street intersection will be included. This may be excluded based on size, extent or location of the proposed development.



EXHIBIT A

- Task will include one meeting attended by the City Development Services Department and the project applicant. This will either be a scoping meeting prior to the applicant beginning its study or an intermediate review meeting following the submittal and review of the TIS.

Between 100 and 199 new peak hour trips or 500 to 1999 new daily trips

- This category of review will be a "Level I Traffic Impact Study".
- All access driveways between the development and the public street network will be considered.
- Study intersections: up to the first two major intersections adjacent to the project site will be included; or as determined by scoping meeting, up to three intersections.
- Task will include one meeting attended by the City Development Services Department and the project applicant. This will either be a scoping meeting prior to the applicant beginning its study or an intermediate review meeting following the submittal and review of the TIS.

Between 200 and 349 new peak hour trips or 2000 to 4999 new daily trips

- This will be a "Level II Traffic Impact Study".
- All access driveways between the development and the public street network will be considered.
- Study intersections: all adjacent public street intersections as determined from the scoping meeting will be included.
- Review will include intermediate review of proposed trip generation, trip distribution and background growth rate prior to applicant completing full study.
- Task will include up to two meetings, including traffic impact study scoping meeting with City Development Services Department and the project applicant. The additional meeting, if deemed necessary, may include a coordination meeting between the City and applicant following the initial TIS review, or attendance at a planning commission meeting.
- The size of the study area and study intersections will be determined during the scoping meeting.

350 or more new peak hour trips or 5000 or more new daily trips

- This will be a "Level III Traffic Impact Study".
- All access driveways between the development and the public street network will be considered.
- Study intersections: all adjacent public street intersections as determined from the scoping meeting will be included.
- Review will include intermediate review of proposed trip generation, trip distribution and background growth rate prior to applicant completing full study.
- Task will include up to two meetings, including traffic impact study scoping meeting with City Development Services Department and the project applicant. The additional meeting, if deemed necessary, may include a coordination meeting between the City and applicant following the initial TIS review, or attendance at a planning commission meeting.
- The size of the study area and study intersections will be determined during the scoping meeting.



EXHIBIT A

- Additional meetings may be held as additional services following contract hourly rates.

For all TIS review thresholds, the Consultant will prepare and submit a summary memorandum to the City Engineer. The memorandum will serve as an outline of the Consultant's thoughts, conclusions and recommendations to be used as input for decision making by the City staff and planning commission members. The level of detail of the memorandum will be commensurate to the assigned threshold of the TIS and the proposed project's complexity.

Consultant assistance may be expanded beyond the typical level of effort with prior approval from the City. In these cases the nature of the additional tasks will be agreed to in writing before completing work with compensation based on the agreement's hourly rate schedule.

TASK B - As-Needed Traffic Engineering Assistance

As determined by the City Development Services Department, the Consultant will assist with general traffic engineering services associated with a variety of projects or needs. Additional services approved by the City will be scoped on an individual basis and will be billed at the prevailing hourly rates shown in the project fee schedule. These services, scopes and fees will be identified in the individual task assignments.

As-Needed services may include, but are not limited to, the following tasks:

- Traffic signal design
- Traffic signal operation troubleshooting, field observation and adjustment
- Basic traffic signal timing (existing or new installation)
- Coordinated traffic signal timing development and implementation
- Traffic signal warrant investigations for traffic signals and turn lanes
- Traffic safety reviews and studies
- Traffic data collection
- Work zone and construction traffic control assistance and inspection
- Intersection design services

EXHIBIT B

EXHIBIT B

NEEL-SCHAFER RATE SCHEDULE

Task A - INDEPENDENT REVIEW OF TRAFFIC IMPACT STUDIES CITY OF Columbia AS-NEEDED TRAFFIC ENGINEERING SERVICES

RATE SCHEDULE FOR REVIEW OF TRAFFIC IMPACT STUDIES (TIS)		
TIS Level	Number of New Trips Generated by Proposed Project	Lump Sum Rate
Traffic Access Study	<100 Peak Hour Trips OR <500 Daily Trips	\$2,900.00
Level I	≥ 100 and ≤ 249 Peak Hour Trips OR ≥ 500 and $\leq 2,999$ Daily Trips	\$3,900.00
Level II	≥ 250 and ≤ 399 Peak Hour Trips OR ≥ 3000 and $\leq 5,999$ Daily Trips	\$4,800.00
Level III	≥ 400 Peak Hour Trips OR $\geq 6,000$ Daily Trips	To Be Determined by Project Scope

EXHIBIT B

NEEL-SCHAFER HOURLY RATE SCHEDULE TASKS B AND C - As Needed Traffic Engineering Tasks CITY OF COLUMBIA AS-NEEDED TRAFFIC ENGINEERING SERVICES

The estimated fee amount for specified services shall be identified in a Work Order prepared by the **Consultant** and reviewed, approved and issued by the **City** (Task B only).

RATE SCHEDULE FOR PROFESSIONAL SERVICES		
Employee Classification	Position	Hourly Rate
P-9	Principal	\$290.00
P-8	Senior Engineer Manager / Senior Vice President	\$245.00
P-7	Engineer Manager & Professional IV	\$225.00
P-6	Senior Project Manager & Professional III	\$195.00
P-5	Project Manager & Professional II	\$175.00
P-4	Engineer & Professional I	\$135.00
P-1 thru P-3	Profession Intern	\$105.00
T-5	Certified Engineering Technician/Supervisory Technician	\$115.00
T-3 thru T-4	Technician III-IV/Inspector III	\$100.00
T-1 thru T-2	Technician I-II/Inspector I-II	\$85.00
A-1 thru A-4	Administrative/Clerical	\$75.00
"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner		
"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.		
Neel-Schaffer reserves the right to negotiate a reimbursement rate for employee classifications not listed should the need arise. Hourly rates may be adjusted on an annual basis in accordance with the terms of the agreement.		

The hourly labor rate for each job classification may be adjusted on an annual basis on January 1 of each calendar year by a factor equal to the change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Department of Labor. The adjustment will be made utilizing the unadjusted CPI-U percentage change for All Items for the 12-month period ending in November of the preceding calendar year.

EXHIBIT B

NEEL-SCHAFER HOURLY RATE SCHEDULE CITY OF COLUMBIA AS-NEEDED TRAFFIC ENGINEERING SERVICES

The fee terms and amount of payment for specified services shall be identified in a Work Order prepared by the Consultant and reviewed, approved and issued by the City.

REIMBURSABLE EXPENSE SCHEDULE	
Expense*	Cost
Vehicle Mileage	\$0.625/mile
On-site RPR Vehicle Charge (per day)	\$25.00/day
Mylar (24" x 36")	\$5.00/sheet
Bond (24" x 36")	\$1.00/sheet
In-house Printing/Copying (8.5" x 11") B&W	\$0.20/sheet
In-house Printing/Copying (8.5" x 11") Color	\$0.50/sheet
In-house Printing/Copying (11" x 17") B&W	\$1.00/sheet
In-house Printing/Copying (11" x 17") Color	\$2.00/sheet
* All other expenses, including subcontractors, contract reproduction/printing, travel and subsistence, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.	



EXHIBIT C

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

~~31. **Professional services in Florida.** In the event any professional services are provided within the state of Florida, it is expressly agreed by the parties that an individual design professional who is an agent or employee of consultant may not be held personally or individually liable for any damages resulting from negligence arising out of consultant's performance of this agreement, as provided in Florida statutes section 558.0035, as amended.~~

[The remainder of this page intentionally left blank]



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:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT FOR PROFESSIONAL SERVICES WITH VOLKERT, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES FOR THE CITY OF COLUMBIA, TENNESSEE - WARDS 1, 2, 3, 4 AND 5

RECOMMENDATION: Approve.

INFORMATION: The Development Services Department previously solicited qualifications for on-call traffic engineering consultant services within the City of Columbia, Tennessee and executed a three-year agreement with Volkert, Inc. These services are related to traffic study review, preparation and signal timing recommendations. The three-year agreement is nearing completion and at this time, the desire is to maintain these services for an additional three-year period. The scope of services and fees are outlined in the agreement.

Volkert, Inc.
750 Old Hickory Blvd
Suite 1-230
Brentwood, TN 37027
Office 615.656.1845
Fax 615.656.1870
www.volkert.com



March 28, 2023

Mr. Glenn Harper, P.E.
City Engineer
City of Columbia
700 North Garden Street
Columbia, TN 38401

Subject: Professional Engineering Services Agreement
On-Call Traffic Engineering Services

Dear Glenn:

Volkert, Inc. is extremely pleased to present this documentation for review and approval as our contractual agreement for the City of Columbia On-Call Traffic Engineering Services. Attached you will find the Scope of Services, Schedule of Fees and Agreement for the referenced project.

Volkert appreciates the opportunity to provide this service to the City of Columbia and look forward to another successful on-call contract. If you should have any questions or if you would like to discuss the enclosed, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink that reads "Dyan C. Damron".

Dyan C. Damron, PE, PTP
Director of Traffic, Planning & ROW
Volkert, Inc.

Delivering the future of infrastructure

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Columbia, Tennessee, hereinafter referenced as "City", and VOLKERT, INC., hereinafter referenced as "Consultant", who mutually agrees as follows:

DECLARATIONS. City desires to retain Consultant to provide professional services in connection with the City's project hereinafter referenced as Project. The Project is described as follows:

Provide professional traffic and transportation engineering services as the On-Call Traffic Engineering consultant for the City of Columbia, TN.

CONSULTANT'S Scope of Work hereunder is finite and limited to only those items explicitly stated or enumerated herein or attached hereto. Any work or services desired by CITY that are not stated herein or attached hereto shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation. The Scope of Services is included in Attachment A of this agreement.

BY: Justin T. Eckel

Consultant's Signature

Title: Vice President

Date: 03/28/2023

BY: _____

City's Signature

Title: _____

Date: _____

Approved as to Legal Form:

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

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TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period, the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article

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shall prevent Consultant from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

34 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this paragraph.

35 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this service agreement.

36 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, SCOPE OF SERVICES ; (b) the failure of any contractor, subcontractor, consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, SCOPE OF SERVICES.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of

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subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

42 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part, at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY. Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement subject to the Consultant's standard of care defined in Article 1.

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6.2 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may, by written notice to the other, terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.3 Should City request changes in the scope, extent, or character of the Project, the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS AND DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service with respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse, at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 DISCLOSURE OF DOCUMENTS AND DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant

representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 City -furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.

7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

7.6 City may make and retain copies of documents for information and reference in connection with use on the Project by the City, or their authorized representative. Such documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's consultants.

7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.8 Any verification or adaptation of the documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:

- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.

8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.

8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.

8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from its activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

9.2 Consultant shall be paid in full for all services under this Agreement, including City- authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.

9.3 TRAVEL EXPENSES. The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that any contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 TITLE VI - CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to its successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties.

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The City does not waive any rights it may have to all remedies provided by law and, therefore, any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be in the courts of Maury County, Tennessee based on the location of the project. If the Project provides services that are not tied to a physical location, then the choice of forum and venue shall be in the courts of Maury County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION. If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Agreement. No arbitration or mediation shall be binding.

12.1 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity .

ARTICLE 13. SURVIVAL. The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

ATTACHMENT A
SCOPE OF SERVICES CITY OF COLUMBIA
ON-CALL TRAFFIC ENGINEERING SERVICES

The following defines the general scope of services to be provided by the Consultant. The contract agreement includes two primary types of work assignments: Independent Review Assistance of Traffic Impact Studies (TIS) and As-Needed Traffic Engineering Assistance. The following provides an overview of the typical tasks anticipated to be completed for each type of assignment.

TASK A - Independent Review Assistance of TIS

The City of Columbia desires assistance with the technical review and advisement related to the review of traffic studies that are presented to the City as part of proposed development approvals. Such TISs are typically prepared by the project applicant or the applicant's consultant and then reviewed by a City- retained transportation consultant under this contract.

The Consultant retained under this contract will serve as an independent consulting resource for the City of Columbia. The Consultant will provide the City with said services, moreover described below, so as to provide the City with professional expertise and expedited reviews of TISs in association with development applications.

Typical elements of work will include the following tasks:

1. Attend initial scoping meeting or intermediate summary meeting with the development application team and the Development Services Department.
2. Provide advisement and recommendations related to study criteria, limit of study area and TIS methodology based upon the City of Columbia development guidelines, typical industry standards and professional opinion.
3. Review and comment on project trip generation, trip directional distribution and inclusion of off-site, background trips.
4. Review of submitted TIS for accuracy and correctness.
5. Evaluate and comment on TIS conclusions and recommendations.
6. Advise of alternative and additional recommendations and considerations.
7. Attend and assist at City of Columbia Municipal Planning Commission meetings.

The Consultant's independent review of submitted TIS reports will be assigned into one of four thresholds (levels) based on the estimated new trips generated. The applicant should provide an estimate or initial assessment of the number of peak hour and daily trips expected to be generated by the project. The extent of review is defined as follows:

Less than 100 new peak hour trips or less than 500 new daily trips

- This category of review will be a "Traffic Access Study".
- All access driveways between the development and the public street network will be considered.
- Study intersections: up to one adjacent, major public street intersection will be included. This may be excluded based on size, extent or location of the proposed development.

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- Task will include one meeting attended by the City Development Services Department and the project applicant. This will either be a scoping meeting prior to the applicant beginning its study or an intermediate review meeting following the submittal and review of the TIS.

Between 100 and 249 new peak hour trips or 500 to 2999 new daily trips

- This category of review will be a "Level I Traffic Impact Study".
- All access driveways between the development and the public street network will be considered.
- Study intersections: up to the first two major intersections adjacent to the project site will be included; or as determined by scoping meeting, up to three intersections.
- Task will include one meeting attended by the City Development Services Department and the project applicant. This will either be a scoping meeting prior to the applicant beginning its study or an intermediate review meeting following the submittal and review of the TIS.

Between 250 and 399 new peak hour trips or 3000 to 5999 new daily trips

- This will be a "Level II Traffic Impact Study".
- All access driveways between the development and the public street network will be considered.
- Study intersections: all adjacent public street intersections as determined from the scoping meeting will be included.
- Review will include intermediate review of proposed trip generation, trip distribution and background growth rate prior to applicant completing full study.
- Task will include up to two meetings, including traffic impact study scoping meeting with City Development Services Department and the project applicant. The additional meeting, if deemed necessary, may include a coordination meeting between the City and applicant following the initial TIS review, or attendance at a planning commission meeting.
- The size of the study area and study intersections will be determined during the scoping meeting.

400 or more new peak hour trips or 6000 or more new daily trips

- This will be a "Level III Traffic Impact Study".
- All access driveways between the development and the public street network will be considered.
- Study intersections: all adjacent public street intersections as determined from the scoping meeting will be included.
- Review will include intermediate review of proposed trip generation, trip distribution and background growth rate prior to applicant completing full study.
- Task will include up to two meetings, including traffic impact study scoping meeting with City Development Services Department and the project applicant. The additional meeting, if deemed necessary, may include a coordination meeting

between the City and applicant following the initial TIS review, or attendance at a planning commission meeting.

- The size of the study area and study intersections will be determined during the scoping meeting.
- Additional meetings may be held as additional services following contract hourly rates.
- For all TIS review thresholds, the Consultant will prepare and submit a summary memorandum to the City Engineer. The memorandum will serve as an outline of the Consultant's thoughts, conclusions and recommendations to be used as input for decision making by the City staff and planning commission members. The level of detail of the memorandum will be commensurate to the assigned threshold of the TIS and the proposed project's complexity.

Consultant assistance may be expanded beyond the typical level of effort with prior approval from the City. In these cases, the nature of the additional tasks will be agreed to in writing before completing work with compensation based on the agreement's hourly rate schedule.

The fee for the provided services will be an agreed upon standard review for traffic impact studies (TIS) and any additional work will be negotiated based on the scope of services. The standard lump sum TIS review fees are as follows:

Traffic Access Study Review	\$2,900
Level I TIS Review.....	\$3,900
Level II TIS Review.....	\$4,800
Level III TIS Review.....	TBD based on project scope.

TASK B - As-Needed Traffic Engineering Assistance

As determined by the City Development Services Department, the Consultant will assist with general traffic engineering services associated with a variety of projects or needs. Additional services approved by the City will be scoped on an individual basis and will be billed at the prevailing hourly rates shown in the project fee schedule. These services, scopes and fees will be identified in the individual task assignments.

As-Needed services may include, but are not limited to, the following tasks:

- Traffic signal design
- Traffic signal operation troubleshooting, field observation and adjustment
- Basic traffic signal timing (existing or new installation)
- Coordinated traffic signal timing development and implementation
- Traffic signal warrant investigations for traffic signals and turn lanes
- Traffic safety reviews and studies
- Traffic data collection
- Work zone and construction traffic control assistance and inspection

Below is our 2023 Classification Rate Schedule. With the contract period extending for three years or longer, we respectfully request a clause within the contract to be able to provide a new rate schedule on each future year contract anniversary.

Classification	Hourly Rate
Project Manager	\$230
Senior Traffic Engineer	\$210
Traffic Engineer	\$150
Engineer-in-Training	\$115
CAD Technician	\$115
Senior Planner	\$145
Planner	\$120
Administrative	\$90



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:

APPROVE PAYMENT IN THE AMOUNT OF \$32,213.40 TO DAVENPORT GROUP FOR SOFTWARE MAINTENANCE UTILIZING LAMA BUILDING, CODES, AND PLANNING PERMIT PROGRAM

RECOMMENDATION: Approve.

INFORMATION: The annual support and maintenance payment is due for the LAMA Permit Program, which is a cloud hosting service. This is a budgeted item which is utilized by Development Services, Fire & Rescue and the Wastewater Department.



INVOICE

City of Colombia
700 N Garden St
COLUMBIA TN 38401
USA

Invoice Date
Mar 19, 2023

Account Number
TNCO

Invoice Number
2023-05TNCO-AM

The Davenport Group USA,
Ltd
128 S Tejon St, Ste 206
Colorado Springs, CO
80903

Description	Amount USD
2023-2024 Annual SaaS Subscription and Support	11,558.00
2023-2024 Client Access Licenses (22x)	18,832.00
2023 Current Consumer Price Index CPI-U (6%)	1,823.40
TOTAL USD	32,213.40

Due Date: Apr 30, 2023

We would like to thank you for your continued support of our firm and the LAMA software. We are looking forward to another year. Please accept this invoice as your annual maintenance for the coming year. Annual Software Assurance and Support includes any updates, free phone, email and eTicket support. The term starts on this Invoice Due Date and is valid for one year.

Mail Payment to:
The Davenport Group USA, Ltd
128 S Tejon St, Ste 206
Colorado Springs, CO 80903



PAYMENT ADVICE

To: The Davenport Group USA, Ltd
128 S Tejon St, Ste 206
Colorado Springs, CO 80903

Customer City of Colombia
Account Number TNCO
Invoice Number 2023-05TNCO-AM
Amount Due **32,213.40**
Due Date Apr 30, 2023
Amount Enclosed

Enter the amount you are paying above



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:

APPROVE THE AMENDMENT TO THE AGREEMENT WITH TREE WORX IN THE AMOUNT OF \$2,000

RECOMMENDATION: Approve.

INFORMATION: The amendment is providing 58 gator bags when installing the trees. The gator bags are great for spring, summer and fall to ease the essential chore of keeping newly planted trees well-watered.



Estimate # 00665-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

Additional Service

\$ 2,000.00

Tree Worx will provide 58 Gator Bags and install them when planting the fifty eight trees. The gator bags are great for spring, summer, and fall to ease the essential chore of keeping newly planted trees well-watered.

Subtotal: \$ 2,000.00

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

00665-E, Rev 1

Date: 2023-03-20

Authorized Signature: _____

Date: _____

Approved as to Legal Form:

By: C. Tim Fisher
C. Tim Fisher, 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.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Wanda McClain, HR Director, wmcclain@columbiatn.com 931-560-1070

AGENDA ITEM TITLE:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN BOTH THE MEDICAL SERVICES AND BUSINESS ASSOCIATE AGREEMENTS WITH MAURY REGIONAL HOSPITAL

RECOMMENDATION: Approve

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

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

Currently, the City and Maury Regional Hospital have a month-to-month agreement. The new agreement would extend those services through December 31, 2025.

There are minor increases to the cost of this agreement. However, they are estimated to be approximately \$10,000 annually.

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

MEDICAL SERVICES AGREEMENT

THIS MEDICAL SERVICES AGREEMENT is made as of this 1st day of May, 2023 (“Effective Date”), by and between Maury Regional Hospital and its Affiliates (collectively, “MRHS”), including but not limited to Maury Regional Hospital d/b/a Maury Regional Medical Center (“MRMC”), Maury Regional Hospital d/b/a Marshall Medical Center (“MMC”), Maury Regional Medical Group, Inc. (“MRMG”) d/b/a Maury Regional Urgent Care (“MRUC”) and City of Columbia, Tennessee (“CITY”).

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

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

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

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

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

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

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

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

1. SCOPE OF SERVICES.

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

- 1.01.1 **Employee Health and Wellness Examinations and Treatment for Beneficiaries.** Such medical services shall be provided onsite at MRUC, or, when appropriate with an MRUC provider, as may be more fully described on Exhibit A, attached hereto and incorporated herein by reference. CITY and MRHS may, at any time and from time to time, amend or supplement Exhibit A by mutual written agreement.
- 1.01.2 **Physicals.** Pre-employment and/or post-employment physicals performed on an as-needed basis, including physicals for firefighters, with such physicals to be performed on-site at the Occ-Health Clinic in accordance with Exhibit B, attached hereto and incorporated herein by reference. CITY and MRHS may, at any time and from time to time, amend or supplement Exhibit B by mutual written agreement.
- 1.01.3 **Drug and Alcohol Screening.** Pre-employment and/or post-employment drug and alcohol screening performed on an as-needed basis, including such screening of CITY, with such screening to be performed at one of the following three (3) locations: (1) MRMC Emergency Department, (2) MRUC or (3) the Occ-Health Clinic, with the site to be determined as mutually-agreed in accordance with the purpose for such testing. Such drug and alcohol screening shall be performed in accordance with Exhibit C, attached hereto and incorporated herein by reference. CITY and MRHS may, at any time and from time to time, amend or supplement Exhibit C by mutual written agreement.
- 1.01.4 **Other Occ-Health Medical Services.** From time to time, CITY may request MRHS to perform other Occ-Health Services at the Occ-Health Clinic location, with such services to be memorialized in an Exhibit D, to be mutually agreed to by the parties, and attached hereto and incorporated herein by reference.
- 1.02 The Medical Services may be performed by Physicians, Advanced Practice Providers (e.g. Nurse Practitioners, Physician Assistants), and/or Nurses (Registered Nurses or Licensed Practical Nurses), in the sole discretion of MRHS, all of whom shall be duly licensed and qualified as to the particular Medical Service being performed in accordance with relevant state licensure and scope of practice requirements (collectively, the "Medical Professionals"). MRHS retains the authority to make all decisions regarding the Medical Professionals, including, but not limited to, hiring, firing and scheduling decisions.
- 1.03 Each current Employee will be offered the opportunity to complete a Health Risk Assessment Screening ("Screening") at Occ-Health, with the cost of such Screening to be borne by CITY, in accordance with Exhibit E. Based on the results of the Screening, the individual CITY Employee may enroll for additional medical and social support services (i.e. weight, diabetes, nicotine cessation, and hypertension management) provided by MRHS to the community and designed to improve overall health outcomes. For the Term of the Agreement, Screenings shall be performed as follows:
- 1.03.01 CITY shall require **each new** Employee to complete a Screening within six (6) months of their hire date (defined as the date on which they commence performing their work for the CITY); and

- 1.03.02 CITY shall require all Employees to complete a Screening on an annual basis, to be performed during the six (6) month period from July 1 – December 31 in each calendar year unless an individual employee has already had a Screening performed in the then-current calendar year (i.e. an employee who had a Screening performed during the period from January 1 – June 31 of that calendar year).
- 1.04 This Medical Services Agreement shall not apply to medical services rendered to CITY employees for work-related injuries, nor to any Beneficiary who receives medical services from MRMG or an MRMG-affiliated entity at a location other than at MRUC designated herein. Without in any way limiting the foregoing, Occ-Health will remain a preferred provider for first report of injury for CITY Employees with such treatment billed to the CITY's workers compensation carrier rather than direct-billed under this Agreement.
- 1.05 Immediately prior to the commencement of services under this Agreement, and thereafter on the last day of each month during the Term of this Agreement, CITY shall provide to MRHS a complete Beneficiaries list so that MRHS can identify if Medical Services are to be direct-billed under the terms of this Agreement. The parties shall mutually agree to a process to comply with this provision.
- 1.06 MRHS shall use reasonable efforts to expedite the registration and treatment of Beneficiaries at MRUC. Treatment in the MRMC Emergency Department shall be in accordance with federal and state law, including but not limited to the Emergency Medical Treatment and Labor Act.
2. STANDARDS OF MEDICAL PROFESSIONAL PERFORMANCE. MRHS shall provide Medical Professionals in accordance with the following:
- 2.01 Each Medical Professional shall determine his/her own means and methods of providing Medical Services in connection with this Agreement.
- 2.02 Each Medical Professional shall comply with all applicable laws and regulations with respect to licensure and state and federal regulations.
- 2.03 Each Medical Professional shall provide the Medical Services in a professional manner consistent with currently accepted and approved methods and practices generally provided in the community.
- 2.04 Each Medical Professional shall maintain, during the term of this Agreement, appropriate credentials, including the following:
- 2.04.01 A duly issued and active license to practice medicine and prescribe medication (to the extent permitted within his/her scope of practice) in the State of Tennessee;
- 2.04.02 Remain in good standing with his/her profession and the state professional association to which he/she belongs; and
- 2.04.03 Not be convicted of any felony.

- 2.05 In the event that any Medical Professional (a) has his/her license to practice medicine/medical services or prescribe medication (if applicable, under his/her scope of practice) revoked or suspended, (b) has an involuntary restriction placed on his/her federal DEA registration (if applicable, under his/her scope of practice), (c) is convicted of a felony, or (d) is no longer in good standing with his/her professional association or state licensing authority, MRHS, in accordance with its employment policies and procedures, shall remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of this Section 2.

3. INDEPENDENT CONTRACTOR RELATIONSHIP.

- 3.01 With respect to all work, duties, and obligations hereunder, it is mutually understood that MRHS (including its Medical Professionals) are providing Medical Services to CITY (including, but not limited to, its Beneficiaries) as independent contractors and are not employees, agents, borrowed servants, joint venturers, or partners of or with CITY.
- 3.02 MRHS shall be solely responsible for the payment of taxes, assessments, interest, and penalties of whatever kind assessed by any governmental agency or entity which pertain to monies earned by, collected by, paid to or charged by MRHS and/or its Medical Professionals, for Medical Services rendered at an MRHS location in accordance with this Agreement.
- 3.03 The parties acknowledge that CITY has no right to control the details, manner or methods by which MRHS (including its Medical Professionals) performs Medical Services hereunder, and i) MRHS shall retain responsibility for the day-to-day supervision and control of Medical Professionals and the administration of MRHS's operations, including provision of Medical Services, shall be determined solely at the discretion of MRHS.

4. REPORTS AND MEDICAL RECORDS.

- 4.01 In accordance with state and federal law, including but not limited to state and federal privacy laws, MRHS shall provide timely reports and records reasonably agreed upon and required by CITY pertaining to the Medical Services rendered to or for Beneficiaries, as well as Employees and Independent Contractors, (collectively, "Patients") as applicable. Notwithstanding the foregoing, all such reports and records, as well as original medical records with respect to the Medical Services applicable to each Patient shall remain the property of MRHS. MRHS shall maintain such medical records in a professional manner consistent with the accepted practice of the community. Billing records shall be maintained by both parties as required by state and federal laws and regulations. CITY understands and agrees that all of the medical records and other protected health information maintained by MRHS will be held by MRHS in the strictest of confidence, and that CITY will not be entitled to have access to such medical records maintained by MRHS absent an appropriate written authorization from the Patient, or as permitted by law.
- 4.02 Beneficiary(ies) shall be advised of, and consent to, CITY's direct receipt of limited protected health information which is necessitated by the process for payment of Medical Services under this Agreement outside of CITY's standard health insurance program benefit to Beneficiary(ies). In the event a Beneficiary does not consent to receiving Medical Services under this Agreement, Beneficiary may receive Medical

Services at MRUC with billing for such services to be made directly under CITY's health insurance program outside the scope of this Agreement.

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

5. FEES AND BILLING

- 5.01 As of the Commencement Date and continuing through December 31, 2023, and for Medical Services and Screenings performed on behalf of Patients pursuant to this Agreement, CITY shall pay to MRHS in accordance with the fees as set forth on Exhibit E ("Fee Schedule"). For Medical Services performed on behalf of Patients which do not appear on the Fee Schedule ("Additional Permitted Services"), MRHS shall assign its usual and customary charge for such Additional Permitted Services, and the same shall be paid by CITY in accordance with this Section 5. The Fee Schedule shall be reviewed annually and the parties agree to negotiate in good faith to establish an appropriate Fee Schedule for the next Calendar Year. In addition, Exhibit E may be amended at any time to include additional Medical Services provided that the CITY Director of Human Resources and MRHS Chief Administrative Officer mutually agree via electronic or other written communication to the fees for such additional Medical Services.
- 5.02 Each month, CITY shall pay to MRHS all undisputed charges owed to MRHS within thirty (30) days of receipt of invoice from the applicable MRHS location providing such Medical Services to CITY pursuant to this Agreement. "Undisputed Charges" are defined as those charges on an MRHS invoice that (a) do not contain a claimed error by CITY or (b) charges for Medical Services that (i) are not specifically itemized on the Fee Schedule attached as Exhibit E ("Additional Services"), (ii) for which Additional Permitted Services, the applicable MRHS location has assigned a reasonable and customary charge, and (iii) such charge is acceptable to CITY.
- 5.02.01 CITY shall inform the applicable MRHS location of (a) claimed errors or (b) charges for Additional Permitted Services which are unacceptable to CITY within ten (10) business days of receiving the monthly invoice from such MRHS location.
- 5.02.02 CITY agrees that if it does not inform the applicable MRHS location of any claimed errors or charges for Additional Permitted Services which are unacceptable to CITY within ten (10) business days, all such charges contained on the invoice from such MRHS location to CITY shall be deemed "undisputed" and due and owing.
- 5.03 MRHS will not submit a bill to the Patient or any other third-party payer except CITY for Medical Services rendered pursuant to this Agreement, except as specifically set forth below. Nothing contained herein shall in any way limit or prohibit an MRHS-affiliated entity from submitting a bill to a Patient or any other third-party payer (including CITY's health insurance and/or workers compensation program) to the extent such Medical Services are not covered under the terms of this Agreement. All undisputed past due amounts shall accrue interest at 1.5% per month.

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

6. GENERAL PROVISIONS.

- 6.01 Assignment. Neither party shall assign this Agreement in whole or in part without the written consent of the other which shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of MRHS and CITY. Any attempted assignment of this Agreement in violation of the provisions of this section is void.
- 6.02 Professional Liability Insurance. MRHS shall maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance covering it and its Medical Professionals, each having a combined single limit of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of MRUC's obligations, as applicable, under this Agreement. MRUC will provide CITY with certificates evidencing said insurance, if and as requested. MRUC further agrees to each maintain, for a period of not less than five (5) years following the termination of this Agreement, "tail" insurance to the extent any insurance required hereunder is underwritten on a claims-made basis. MRUC may provide the insurance coverage set forth in this Section through self-insurance. MRHS and CITY shall each maintain workers' compensation insurance on its respective employees throughout the term of this Agreement to the extent required by law.
- 6.03 Indemnification by MRUC. MRHS agrees to indemnify and hold harmless CITY, their officers, directors, shareholders, agents and employees, against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of MRHS's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of MRHS, including its Medical Professionals, in the performance of or conduct related to this Agreement.
- 6.03.1 If seeking indemnification, CITY shall promptly notify MRHS, in writing, of any claim, lawsuit, or demand for payment asserted against CITY for which indemnification is sought, and shall promptly deliver to MRUC a true copy of any document or material of any kind that asserts such claim. CITY, its agents, representatives, and employees shall cooperate fully with MRHS at all times during the pendency of the claim or lawsuit. If CITY fails to notify MRHS promptly in writing or fails to cooperate in a timely manner with MRHS, MRHS's duties under this Section 6.03 shall be void and of no force and effect.

- 6.03.2 When MRHS accepts its indemnification obligation, MRHS reserves the right to control the investigation, trial and defense of such lawsuit or action, including all settlement negotiations, any appeal involved, and the choice of any attorneys to be engaged. CITY may, at its own cost, participate in the investigation, trial, defense, and appeal of such lawsuit or action.
- 6.04 Indemnification by CITY. CITY agrees to indemnify and hold harmless MRHS, its officers, directors, shareholders, agents and employees, against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of CITY's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of CITY, its agents, servants, employees and independent contractors (excluding the other party) in the performance of or conduct related to this Agreement.
- 6.04.1 If seeking indemnification, MRHS shall promptly notify CITY, in writing, of any claim, lawsuit, or demand for payment asserted against MRHS for which indemnification is sought, and shall promptly deliver to CITY a true copy of any document or material of any kind that asserts such claim. MRHS, its agents, representatives, and employees shall cooperate fully with CITY at all times during the pendency of the claim or lawsuit. If MRHS fails to notify CITY promptly in writing or fails to cooperate in a timely manner with CITY, CITY's duties under this Section 6.04 shall be void and of no force and effect.
- 6.04.2 When CITY accepts its indemnification obligation, CITY reserves the right to control the investigation, trial and defense of such lawsuit or action, including all settlement negotiations, any appeal involved, and the choice of any attorneys to be engaged. MRHS may, at its own cost, participate in the investigation, trial, defense, and appeal of such lawsuit or action.
- 6.05. No Waiver. One party's waiver, expressed or implied, of any default by the other party of any provision of this Agreement is not a waiver of any other default. A party's waiver of any default shall not affect the right of that party to require performance of the defaulted provision at any future time.
- 6.06. Term and Termination. The Term of this Agreement shall be for two (2) years and six (6) months, commencing on the 1st day of May, 2023 ("Commencement Date") and continuing through the 31st day of December, 2025, unless earlier terminated in accordance with this Section 6.06.
- 6.06.1 This Agreement may be terminated at any time upon the occurrence of any of the following events:
- 6.06.01 For just cause. With the exception of section 6.07.02 below, just cause permitting termination shall mean the failure by either party to comply with the material provisions of this Agreement after written notice of non-compliance and a reasonable opportunity of not less than thirty (30) days to cure such non-compliance.
- 6.06.02 For non-payment of monies owed. MRHS may terminate this Agreement immediately upon second written notice for CITY's failure to pay undisputed charges (as outlined in Section 5.02

above) within ten (10) business days after receipt of first written notice by MRHS.

6.06.03 The bankruptcy, receivership or dissolution of either party or either party making an assignment for the benefit of creditors.

6.06.04 Either party may terminate this Agreement without cause or penalty upon sixty (60) days prior written notice to the other party.

6.06.2 MRHS shall have no obligation to provide Medical Services to Beneficiaries or other CITY Employees or Contractors under the Fee Schedule set forth in Exhibit E after the termination date; provided, however, MRHS shall be permitted to provide Medical Services after the termination date and bill such Beneficiary's/CITY Employees or Contractors health insurance plan or CITY's workers compensation plan, as applicable. Termination of the Agreement shall not release CITY from paying MRHS any sums that may then be due and owing to MRHS for services rendered prior to the effective date of termination.

6.07 Cooperation. The parties agree to cooperate with each other in the fulfillment of their respective obligations under the terms of this Agreement and to comply with the requirements of the law and with all applicable ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority.

6.08 Confidentiality of Proprietary Information. Each party acknowledges that in the course of performing the duties contemplated by this Agreement, each party will become privy to various trade secrets and confidential information of the other. Each party recognizes and acknowledges that, by virtue of entering into this Agreement, they each may have access to certain information of the other that is confidential and constitutes valuable, special and unique property of the other. Throughout the term of this Agreement and at any time thereafter, each party agrees not to use, or disclose to any person, firm or corporation any information known by the other to be confidential or trade secrets relating to the business of the other or any parent, subsidiary, affiliate or division thereof.

6.09 Confidentiality of Patient Information. The parties expressly agree to comply with all applicable patient information privacy and security regulations set forth in HIPAA, as amended from time to time. The parties shall comply with the terms of a Business Associate Agreement attached hereto as Exhibit F and incorporated herein by reference.

6.10 Incorporation. This Agreement including any exhibits, schedules or other attachments which are incorporated herein by reference and made a part hereof may not be amended, modified or shall be binding unless agreed to in a written instrument signed by both parties.

6.11 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof, as of the Effective Date.

6.12 Effect of Invalidity. If any of the provisions of this Agreement shall be declared invalid or unenforceable under applicable law, said provisions shall be ineffective to the extent of

such invalidity or unenforceability only, without in any way affecting the remaining provisions of the Agreement.

- 6.13 Governing Law and Jurisdiction. The agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Maury County, Tennessee; agrees that venue for any such action shall lie exclusively in such courts; and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with the Agreement or the relationships amount the parties hereto. If any legal action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and expenses.
- 6.14 Notices. All notices pursuant to this Agreement shall be in writing and shall be given by depositing said notices in the United States registered or certified mails, return receipt requested, addressed to the parties hereto at the addresses set forth in this section, or to such other address as may hereafter be specified by any party or parties. In addition, notice may be given by overnight mail. All notices given in the manner prescribed in this section shall be deemed properly served upon receipt.

Notice to MRHS:

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

With copy to:

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

Notice to CITY:

City of Columbia, Tennessee
Attn: _____

Columbia, TN 38401

- 6.15 Headings. The headings contained herein are for convenience of reference only and are not intended to define, describe, limit or expand the scope or intent of any provision of this Agreement.
- 6.16 Counterparts. This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original, all of which together shall constitute only one (1) Agreement.
- 6.17 Non-Disclosure. The existence and the terms of this Agreement are confidential. Except as authorized by the other party, as required by law or as necessary to implement or enforce the provision hereof, neither party will, during the term of this Agreement or thereafter, disclose to any person or entity the existence of or any of the terms of this Agreement.

- 6.18 No Obligation to Refer. The parties expressly agree that nothing contained in this Agreement shall require any party to refer to or admit any patients to, or order any Services from, to any other party. Notwithstanding any unanticipated effect of any provision of this Agreement, no party will knowingly or intentionally conduct him/her or itself in such a manner as to violate any Federal or state physician self-referral or anti-kickback laws.
- 6.19 The provisions of 41 C.F.R. §60-1.4, §60-250.5(a) and §60-741.5(a) pertaining to affirmative action and non-discrimination obligations are incorporated herein by reference.
- 6.20 Record Retention. To the extent applicable, the parties agree to maintain records relative to services performed under this agreement in sufficient detail to provide for verification by Medicare or other payors. If required, the parties agree to comply with the access to books, documents and records of subcontractors provisions of Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499), and 42 C.F.R., Part 420, Subpart (D), Section 420.300, et seq. In accordance with these provisions, the parties will, upon proper written request made in conformance with 42 C.F.R. 420.304, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to the parties books, documents and records (as defined in 42 C.F. R., Part 4240, as amended), which shall be deemed by the parties to supersede this provision and be made a part of this Agreement by reference.
- 6.21 Force Majeure. MRHS and CITY shall not be liable nor deemed in default, for any delay or failure to perform any of its duties or obligations under this Agreement or for any other interruption of Services, resulting directly or indirectly from any acts of God, civil or military authority, acts of a public enemy, terrorism, war, civil disobedience, riots, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by its employees or independent contractors or any similar cause beyond its reasonable control. Notwithstanding the foregoing, MRHS and CITY, at all times, each shall use commercially reasonable efforts to perform its duties and obligations under this Agreement.
- 6.22 Survival. The provisions of Articles 3, 4 and 5 and of Sections 6.02, 6.03, 6.04, 6.05, 6.06, 6.08, 6.09, 6.10, 6.11, 6.13, 6.15, 6.20, 6.20 and 6.22 shall survive any termination or expiration of this Agreement.
- 6.23 Certificate of Eligibility – Each party represents and warrants to the other parties that: i) the representing party is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); ii) the representing party has not been convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and iii) the representing party is not under investigation or otherwise aware of any circumstances which may result in the representing party being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other parties of any change in the status of the representation and warranty set forth in this section (including any threatened, proposed or actual exclusion of such party or any similar action against any of its employees or contractors).

In the event a party (or any of its employees or contractors) becomes excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, that party shall be considered in default of this Agreement, and the other parties may immediately terminate this Agreement for cause and without penalty (including liquidated damages, if any).

- 6.24 Conflict of Interest – MRHS, including MRMG, is a 501(c) (3) charitable organization which must engage primarily in activities that accomplish one or more of its tax exempt purposes in order to retain its tax exempt status. To this end, each party certifies that 1) it has not received and/or given anything of value in exchange for entering into this Agreement (other than that which has been fully disclosed herein), and 2) it has no knowledge of any real or apparent conflict of interest which will/may result from performance under this Agreement.

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

MAURY REGIONAL
HOSPITAL and AFFILIATES

CITY OF COLUMBIA, TENNESSEE

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

By: _____

Its: _____

Date: _____

Approved as to Legal Form:

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

Approved As To Legal Form

By: _____
Linda L. Rippey Moore
MRH Chief Legal Officer

EXHIBIT A
SCOPE OF SERVICES

EMPLOYEE HEALTH AND WELLNESS EXAMINATIONS
AND TREATMENT OF BENEFICIARIES

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

- Employment Related Health Assessment
 - Pre-employment physicals
 - Pre-employment drug testing collection
- Acute Condition Care
 - Sore throats/ears/headache
 - Cough, Sinus
 - Strains/sprains/musculoskeletal problems
 - Acute urinary complaints
 - Laceration Repair
 - Limited Radiology Exams
 - Point of Care Lab Testing
- In collaboration with PCP, chronic illness evaluation, treatment and management
 - Diabetes
 - High Cholesterol
 - Etc.
- Immunizations
- Minor First-Aid and work-related injuries
- Ordinary and routine care of the nature of a visit to the doctor's office

Long Term Prevention Program:

- Annual Health Risk Assessment with biometrics (e.g. physical measurements, lab tests) which includes an organization report to both monitor change over time and opportunities for health and utilization improvement

EXHIBIT B
SCOPE OF SERVICES

PRE-EMPLOYMENT/POST-EMPLOYMENT PHYSICALS

Services provided by Occupational Health

- Pre-Employment Physicals
 - Height and weight
 - Vital signs including blood pressure, pulse, respiratory rate, and oxygen saturation
 - Vision including color vision
 - Urine dip to check for albumin, blood, glucose, and specific gravity
 - Review of health history and current medications by Nurse Practitioner
 - Review of body systems exam by Nurse Practitioner

- Post-Employment Physicals
 - DOT Physical, if required by job
 - Firefighter Physical, Initial
 - Height, weight and BMI
 - Vital signs including blood pressure, pulse, temperature, respiratory rate, and oxygen saturation
 - Vision including near, far, peripheral, and color vision
 - Grip strength, flexibility, planks, and pushups
 - Audiogram
 - Pulmonary Function Test
 - Urine dip to check for albumin, blood, glucose, and specific gravity
 - Blood tests including Complete Blood Count, Comprehensive Metabolic Panel, Lipid Panel, PSA (men 40+), HIV Screening, Hepatitis C Screening
 - Chest X-ray (2 view)
 - Treadmill Stress Test
 - Review of health history and current medications by Nurse Practitioner
 - Review of body systems and physical exam by Nurse Practitioner
 - Firefighter Physical, Annual
 - Height, weight and BMI
 - Vital signs including blood pressure, pulse, temperature, respiratory rate, and oxygen saturation
 - Vision including near, far, peripheral, and color vision
 - Grip strength, flexibility, planks, and pushups
 - Audiogram
 - Pulmonary Function Test
 - Urine dip to check for albumin, blood, glucose, and specific gravity

- Blood tests including Complete Blood Count, Comprehensive Metabolic Panel, Lipid Panel, PSA (men 40+), QuantiFERON-TB (in years Chest X-ray is not done)
- Chest X-ray (2 view) every 5 years
- Treadmill Stress Test
 - Every 3 years for under 30 years of age
 - Every 2 years for 30-39 years of age
 - Annually for 40+ years of age
- Review of health history and current medications by Nurse Practitioner
- Review of body systems and physical exam by Nurse Practitioner
- Occupational Injury – targeted assessment based on injury type
- Return to Work Evaluations

EXHIBIT C
SCOPE OF SERVICES

PRE-EMPLOYMENT/POST-EMPLOYMENT DRUG AND ALCOHOL SCREENING

- Pre-Employment Drug Screen
 - Non DOT Drug Screen
 - DOT Drug Screen, if required by job
- Post-Employment Drug Screens
 - Random Drug Screens
 - Non DOT Drug Screen
 - DOT Drug Screen, if required by job
 - Breath Alcohol Test
 - Blood Alcohol Test
 - Post-Accident Drug Screens
 - Non DOT Drug Screen (no CDL or CDL but accident is non-driving)
 - DOT Drug Screen and Breath Alcohol Test (CDL w/driving related injury)
 - Non DOT Drug Screen and Breath Alcohol Test (on-duty police officers involved in MVA)
 - Blood alcohol drawn if employee has a positive Breath Alcohol Test

EXHIBIT D
SCOPE OF SERVICES

OTHER OCC-HEALTH MEDICAL SERVICES

- Vaccinations
 - Tetanus (Td or Tdap)
 - Hepatitis B
 - Influenza
- TB Skin Test
- Work related injury or illness (Workers Comp)
 - Targeted assessment
 - X-rays, as indicated
 - Initial treatment, including recommendation of restricted duty, as indicated
 - Follow-up evaluation and treatment
- Respirator Qualification Exam and Respirator Fit Testing
- EKG

EXHIBIT E
FEE SCHEDULE*

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

[To be inserted.]

EXHIBIT F

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made effective the 1st day of May, 2023 ("Effective Date") by and between CITY OF COLUMBIA, TENNESSEE ("Business Associate") and MAURY REGIONAL HOSPITAL and Affiliates, a Tennessee governmental entity ("MRMC" or "Covered Entity"). The purpose of this Agreement is to satisfy certain obligations of MRMC under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and their implementing regulations, to ensure the integrity, security and confidentiality of Protected Health Information. This agreement supersedes any previous Business Associate Agreement or Addendum between the Parties.

Section 1. Definitions

Catch-all definition:

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

Specific definitions:

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

Section 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (b) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (c) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;
- (d) Immediately report (within 5 days) to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware. Such report shall include at least the following information:

- (1) the identity of each individual whose information was accessed, acquired or disclosed during the breach;
 - (2) a brief description of what happened;
 - (3) the date of the breach and the date of discovery of the breach;
 - (4) the nature of the Unsecured Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);
 - (5) any steps individuals should take to protect themselves from potential harm resulting from the breach; and
 - (6) a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches;
- (e) In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits on behalf of Business Associate agrees to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information; Business Associate shall enter into written agreements with any subcontractors, and the terms of such agreements shall incorporate the applicable requirements of, and otherwise comply with, the HIPAA Rules.
- (f) Provide access to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524;
- (g) Make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 or take other measures in the time and manner designated by Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR §164.526.
- (h) Make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Regulations;
- (i) Document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity or Business Associate to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528;
- (j) Provide to Covered Entity information collected in accordance with Section 2(i) of this Agreement, to satisfy the requirements for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528 or Section 13405(c)(3) of the HITECH Act. The Parties agree and acknowledge that it is the Covered Entity's responsibility to respond to all such requests;
- (k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in Section 3(a)(1)(B) of this Agreement;

- (l) Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it;
- (m) Immediately report to Covered Entity any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system;
- (n) To the extent the business associate is to carry out one or more of covered entity's obligations(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation;
- (o) None of its employees, contractors, Governing Body members or shareholders appear in the list of excluded individuals/entities as published by the Department of Health and Human Services (DHHS) Office of the Inspector General (OIG List), nor in the list of debarred contractors as published in the System for Award Management by the General Services Administration (GSA) list;
- (p) Review the OIG List and the GSA List prior to the hiring of any new employees, contractors, or Governing Body Members and shall, on a monthly basis, for all employees, contractors or Governing Body members and shareholders, review the OIG and GSA Lists to ensure that none of these persons or entities are excluded or become excluded from participation in Federal programs;

Section 3. Permitted Uses and Disclosures by Business Associate

(a) Statutory Duties

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

(b) General Use and Disclosure Provisions

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

(c) Specific Use and Disclosure Provisions

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

Section 4. Obligations of Covered Entity

Covered Entity shall:

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

Section 5. Permissible Requests by Covered Entity

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

Section 6. Term and Termination

- (a) Term. The Term of this Agreement shall begin as of the Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is not feasible to

return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cure is feasible, report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

Section 7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Regulations or Security Regulations means the section in effect, or as amended.
- (b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.
- (c) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules
- (e) Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee.

- (f) Indemnification. Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless **Covered Entity** and his/her respective employees, directors, and agents (collectively, the "Covered Entity Indemnitees") to the extent any claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution to which the Covered Entity Indemnitees may become subject as the result of any: (i) breach of this Agreement by Business Associate; (ii) failure of Business Associate to perform its obligations hereunder; (iii) negligence or legal fault of Business Associate, its directors, officers, agents or employees; or (iv) violation of the Regulations by Business Associate.
- (g) Identity Theft Regulations. To the extent that Business Associate provides services in connection with an account maintained by the Covered Entity that permits patients to make multiple payments for services rendered by the Covered Entity (including, but not limited to, billing and collection services), Business Associate shall have and follow policies to detect and prevent identity theft in accordance with the identity theft regulations of the Federal Trade Commission, 16 C.F.R. §681.2. In addition, in such case Business Associate shall: (1) immediately report to Covered Entity any pattern, practice, or specific activity that indicates the possible existence of identity theft ("Red Flags") involving anyone associated with Covered Entity, including its patients, employees, and contractors, and (2) take appropriate steps to prevent or mitigate identity theft when a Red Flag is detected.
- (h) Notices. All notices pursuant to this agreement must be given in writing and shall be effective when received if hand-delivered or upon dispatch if sent by reputable, overnight delivery service, facsimile or U.S. Mail to the appropriate address or facsimile number as set forth herein:

Covered Entity Point of Contact:

Maury Regional Hospital and Affiliates

Attn: Chief Medical Officer
1224 Trotwood Avenue
Columbia, TN 38401
Phone Number: 931-381-1111 Extension 7219

With Copy to:

Maury Regional Hospital and Affiliates
Attn: Chief Compliance Officer
1224 Trotwood Avenue
Columbia, TN 38401
Phone Number: (931) 490-7174

- (i) **OCR Required Business Associate Information:**

Type of Service(s) provided:

Business Associate Website URL:

Business Associate First Point of Contact:

Name

Title

Address

City/State/Zip

Phone Number

Fax Number

Email address

Business Associate Second Point of Contact:

Name

Title

Address

City/State/Zip

Phone Number

Fax Number

Email address

(Signatures on Following Page)

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

[BUSINESS ASSOCIATE]

[COVERED ENTITY]

CITY OF COLUMBIA, TENNESSEE

MAURY REGIONAL HOSPITAL AND AFFILIATES

MAURY REGIONAL HOSPITAL AND AFFILIATES

Business Associate Agreement – 7

April 2017

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved as to Legal Form:

C. Tim Asher
C. Tim Asher, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jill Carlson, Parks & Recreation Department, jcarlson@columbiatn.com 931-388-8119

AGENDA ITEM TITLE:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND SMYRNA ADULT SOFTBALL LEAGUE, INC WHICH OPERATES THE MAURY COUNTY CO-ED SOFTBALL LEAGUE - WARD 4

RECOMMENDATION: Approve.

INFORMATION: The Maury County Co-ed Softball League requests an annual Non-Exclusive Use Permit with the City of Columbia to utilize the fields at Ridley Sports Complex "A" for their 2023 season. Smyrna Adult Softball League, Inc. runs Maury County Co-ed Softball League and is listed on the Non-Exclusive Use Permit.



Parks and Recreation Department

**NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2023**

This permit is executed by and between the City of Columbia, hereinafter called "City", and Smyrna Adult Softball League, Inc., formerly known as Maury County Co-Ed Softball League, whose address is 201 Carol Drive, Columbia, TN 38401, hereinafter called "Permittee".

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

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

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

1. **PREMISES**
City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Ridley Sports Complex "A" hereinafter called "Premises."
2. **TERM**
The term of this permit shall begin on April 15, 2023 and shall terminate on April 14, 2024, unless sooner terminated as specified herein.
3. **PURPOSE**
The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.
4. **PUBLIC USE**
The general public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. FEES

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

- A. Spring Season, May – July, \$100.00 per game day beginning April 15, 2023 and continuing through June 10, 2023. Permittee reserves the right to request extension of user fee rights through July 19, 2023 should such extension be necessary to complete the regular season schedule.

Games will be scheduled on Monday evenings. The necessary fields will be dug and lined each day that games are scheduled according to the Leagues Master Schedule provided to the Columbia Parks & Recreation Department. The Columbia Parks & Recreation Department will be notified of any schedule changes within 24 hours.

- B. Fall Season, August – October, \$100.00 per game day beginning August 13, 2023 and continuing through October 28, 2023. Games will be scheduled on Sunday evenings.

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

6. BY-LAWS

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

7. MAINTENANCE

Permittee shall assist in Premises maintenance by following means:

- A. Permittee shall assist with routine janitorial services to include litter pick-up, monitoring of rest rooms, press boxes, dug outs and any trash removal.
- B. Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.
- C. City shall provide routine maintenance to rest rooms to ensure overall cleanliness, sanitation and operation including maintaining adequate supplies for use. Permittee shall monitor supplies in the City's absence to help prevent misuse.
- D. City shall provide all routine and major maintenance for all grounds and facilities, other than improvements and structures installed by Permittee, to include but not limited to: fertilizing, watering, mowing, weeding, dragging and lining of fields, the repair of water and sewer lines, roadways and parking lots, and drainage systems.
- E. City shall provide field marking supplies (chalk, paint, string), equipment (chalk machine, paint machine, field groomer), and personnel as necessary to prep all scheduled fields before games as agreed under Fee, Item #5: bullets A and B above.

8. IMPROVEMENTS/DEVELOPMENT

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

9. REMOVAL OF IMPROVEMENTS
City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises. In the event Permittee does not so remove said fixtures and improvements within the above specified time, the City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.
10. OPERATION
All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks and Recreation Department Director, or designated representative, at least two weeks prior to the activity.
11. INDEMNITY
Permittee agrees to indemnify and save the City of Columbia and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Permittee or any of Permittee's employees, representatives, agents, guests, licensees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same:
- A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises; or
 - B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.
12. ADVERTISING
Permittee shall not place or cause to be placed upon the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms as provided by team sponsors.
13. POSSESSOR INTEREST AND TAXES
This permit may create a taxable possessor interest in Permittee; therefore, as further consideration for the execution of this permit, Permittee agrees to pay and discharge before delinquency, all taxes and assessments, which may be levied against said premises by reason of any interest of Permittee during, said term.
14. NON-EXCLUSIVE OCCUPANCY
It is specifically understood and agreed that Permittee's use hereunder shall be non-exclusive and shall not result in any proprietary rights. City reserves, and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect its interest in the premises or to inspect the operations.
15. COMPLIANCE WITH THE LAW
Permittee shall, at its sole cost and expense, comply with all the requirements of all Municipal, State and Federal authorities now in effect or which may be in effect which pertain to the permit premises or any operations of the Permittee conducted thereon.

16. INSURANCE

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

Comprehensive General Liability insurance of:

- | | | |
|----|-------------|---------------------------------|
| A. | \$1,000,000 | Bodily Injury - per person |
| B. | \$2,000,000 | Bodily Injury - Each Occurrence |
| C. | \$ 250,000 | Property Damage |

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

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

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

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

17. EQUAL OPPORTUNITY

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

18. NON-DISCRIMINATION

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

19. DRUG AND ALCOHOL POLICY

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

20. UTILITIES AND SERVICES

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

21. AMENDMENT TO PERMIT

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

22. PARTIAL INVALIDITY

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

23. GOVERNING LAW

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

24. PROVISIONS REQUIRED BY LAW

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

25. NOTICE

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

PERMITTEE

Smyrna Adult Softball League, Inc
c/o Daniel Doubler, President
201 Carol Drive
Columbia, TN 38401
Phone: (931) 216-2594

CITY

Columbia Parks & Recreation Department
c/o Mackel Reagan, Director
821 West 9th Street
Columbia, TN 38401
Phone: (931) 388-8119

26. SPECIAL PROVISIONS

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

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

27. TERMINATION

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

- 1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.
- 2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.
- 3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.

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

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

PERMITTEE

CITY OF COLUMBIA

By _____

Daniel Doubler, President
Smyrna Adult Softball League, Inc.

Date _____

By _____

Mackel Reagan, Director
Parks & Recreation

Date _____

By _____

Charles (Chaz) M. Molder,
Mayor

Date _____

Legal Form Approved:

By _____

Thad H. Jablonski,
City Recorder

Date _____

C. Tim Tisher

C. Tim Tisher,
City Attorney

Date: 4/13/23

Title VI Policy

City of Columbia, Tennessee

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

The City of Columbia does not allow unfair treatment because of race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, sexual orientation, gender identity or expression, genetic information or any other characteristic protected by law



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2023

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

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

PRODUCER

Chappell Insurance
4335 Cox Rd, Ste 4335
Glen Allen, VA, 23060

CONTACT

NAME: Daryl Chappell

PHONE (A/C, No. Ext): 804-733-2020

FAX (A/C, No): 804-591-1603

E-MAIL ADDRESS: support@chappellinsurance.com

INSURED

Smyrna Adult Softball League, Inc.
201 Carol Drive
Columbia, TN 38401

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nationwide Mutual Insurance Company

23787

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

RPG-AI-481

REVISION NUMBER:

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

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

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

The certificate holder is an additional insured but only with respect to the operations of the named insured. Smyrna Adult Softball League, Inc. and its director(s) is a named insured on this policy.

This policy covers Smyrna Adult Softball League, Inc. activities only

Coverage Effective From 12:21 PM on 03/06/2023 TO 01/01/2024

CERTIFICATE HOLDER**CANCELLATION**

City of Columbia
700 Garden Street
Columbia, TN 38401

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

AUTHORIZED REPRESENTATIVE

Certificate Number: RPG-AI-481



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jill Carlson, Parks & Recreation Department, jcarlson@columbiatn.com 931-388-8119

AGENDA ITEM TITLE:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND SMYRNA ADULT SOFTBALL LEAGUE, INC WHICH OPERATES THE MAURY COUNTY MEN'S SOFTBALL LEAGUE - WARD 4

RECOMMENDATION: Approve.

INFORMATION: The Maury County Men's Softball League requests an annual Non-Exclusive Use Permit with the City of Columbia to utilize the fields at Ridley Sports Complex "A" for their 2023 season. Smyrna Adult Softball League, Inc. runs Maury County Men's Softball League and is listed on the Non-Exclusive Use Permit.



Parks and Recreation Department

**NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2023**

This permit is executed by and between the City of Columbia, hereinafter called "City", and Smyrna Adult Softball League, Inc., formerly known as Maury County Men's League whose address is 201 Carol Drive, Columbia, TN 38401, hereinafter called "Permittee".

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

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

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

1. PREMISES

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

2. TERM

The term of this permit shall begin on April 16, 2023 and shall terminate on April 15, 2024, unless sooner terminated as specified herein.

3. PURPOSE

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

4. PUBLIC USE

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

5. FEES

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

- A. Spring Season, April – July, \$50.00 per game day beginning April 16, 2023 and continuing through June 18, 2024. Permittee reserves the right to request extension of user fee rights through July 19, 2023 should such extension be necessary to complete the regular season schedule.

Games will be scheduled on Tuesday evenings. The necessary fields will be dug and lined each day that games are scheduled according to the Leagues Master Schedule provided to the Columbia Parks & Recreation Department. The Columbia Parks & Recreation Department will be notified of any schedule changes within 24 hours.

- B. Fall Season, August – October, \$50.00 per game day beginning August 14, 2023 and continuing through October 29, 2024. Games will be scheduled on Tuesday evenings.

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

6. BY-LAWS

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

7. MAINTENANCE

Permittee shall assist in Premises maintenance by following means:

- A. Permittee shall assist with routine janitorial services to include litter pick-up, monitoring of rest rooms, press boxes, dug outs and any trash removal.
- B. Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.
- C. City shall provide routine maintenance to rest rooms to ensure overall cleanliness, sanitation and operation including maintaining adequate supplies for use. Permittee shall monitor supplies in the City's absence to help prevent misuse.
- D. City shall provide all routine and major maintenance for all grounds and facilities, other than improvements and structures installed by Permittee, to include but not limited to: fertilizing, watering, mowing, weeding, dragging and lining of fields, the repair of water and sewer lines, roadways and parking lots, and drainage systems.
- E. City shall provide field marking supplies (chalk, paint, string), equipment (chalk machine, paint machine, field groomer), and personnel as necessary to prep all scheduled fields before games as agreed under Fee, Item #5: bullets A and B above.

8. IMPROVEMENTS/DEVELOPMENT

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

9. REMOVAL OF IMPROVEMENTS
City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises. In the event Permittee does not so remove said fixtures and improvements within the above specified time, the City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.
10. OPERATION
All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks and Recreation Department Director, or designated representative, at least two weeks prior to the activity.
11. INDEMNITY
Permittee agrees to indemnify and save the City of Columbia and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Permittee or any of Permittee's employees, representatives, agents, guests, licensees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same:
- A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises; or
 - B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.
12. ADVERTISING
Permittee shall not place or cause to be placed upon the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms as provided by team sponsors.
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This permit may create a taxable possessor interest in Permittee; therefore, as further consideration for the execution of this permit, Permittee agrees to pay and discharge before delinquency, all taxes and assessments, which may be levied against said premises by reason of any interest of Permittee during, said term.
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- A. \$1,000,000 Bodily Injury - per person
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The Policy shall name the City of Columbia as additional insured. The Policy of Insurance shall contain the following clauses:

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

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

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

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

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

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23. GOVERNING LAW

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

24. PROVISIONS REQUIRED BY LAW

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

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- The Permittee shall provide proof of indemnification insurance to the Parks and Recreation Department to be submitted with the agenda packet for council approval.
- Permittee must also provide a copy of the league rules and by-laws when returning this document to Columbia Parks & Recreation Department. A copy of the weekly game schedule must be provided when it is completed.
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- The City's Logo may not be used on any concession products without the City's approval.
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- 2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.
- 3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.

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

PERMITTEE

CITY OF COLUMBIA

By _____

Daniel Doubler, President
Smyrna Adult Softball League, Inc

Date _____

By _____

Mackel Reagan, Director
Parks & Recreation

Date _____

By _____

Charles (Chaz) M. Molder,
Mayor

Date _____

Legal Form Approved:

By _____

Thad H. Jablonski,
City Recorder

Date _____

C. Tim Tisher

C. Tim Tisher,
City Attorney

Date: 4/13/23

Title VI Policy

City of Columbia, Tennessee

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

The City of Columbia does not allow unfair treatment because of race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, sexual orientation, gender identity or expression, genetic information or any other characteristic protected by law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2023

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

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

PRODUCER

Chappell Insurance
4335 Cox Rd, Ste 4335
Glen Allen, VA, 23060

CONTACT

NAME: Daryl Chappell

PHONE 804-733-2020

FAX (A/C, No): 804-591-1603

(A/C, No. Ext):

E-MAIL ADDRESS: support@chappellinsurance.com

INSURED

Smyrna Adult Softball League, Inc.
201 Carol Drive
Columbia, TN 38401

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nationwide Mutual Insurance Company

23787

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

RPG-AI-481

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			RPG319983-00	01/01/2023 12:01 AM	01/01/2024 12:01 AM	EACH OCCURRENCE
	☐ CLAIMS-MADE ☒ OCCUR						\$ 2,000,000
	☒ PLL - \$2,000,000						DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$ 1,000,000
							MED EXP (Any one person)
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	☒ POLICY ☐ PROJECT ☐ LOC						\$ 2,000,000
	OTHER:						GENERAL AGGREGATE
							\$ 5,000,000
	☒ UMBRELLA LIAB ☐ OCCUR						PRODUCTS-COMP/OP AGG
	☐ EXCESS LIAB ☐ CLAIMS-MADE						\$ 2,000,000
	☐ DED ☐ RETENTION						Participant Legal Liability
							\$ 2,000,000
							EACH OCCURRENCE
							\$
							AGGREGATE
							\$
	PARTICIPANT ACCIDENT						EXCESS MEDICAL
							\$
							DEDUCTIBLE
							\$

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

The certificate holder is an additional insured but only with respect to the operations of the named insured. Smyrna Adult Softball League, Inc. and its director(s) is a named insured on this policy.

This policy covers Smyrna Adult Softball League, Inc. activities only

Coverage Effective From 12:21 PM on 03/06/2023 TO 01/01/2024

CERTIFICATE HOLDER**CANCELLATION**

City of Columbia
700 Garden Street
Columbia, TN 38401

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

AUTHORIZED REPRESENTATIVE

Certificate Number: RPG-AI-481



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kelly Poling, Admin. Asst., kpoling@columbiatn.com , 931-388-8650

AGENDA ITEM TITLE:

APPROVE PAYMENT TO BENCHMARK COMPANIES IN THE AMOUNT OF \$62,436 FOR GRINDING OF WOOD WASTE MATERIAL

RECOMMENDATION: Approve

INFORMATION: The City of Columbia has a current contract with Benchmark Companies for brush grinding. The contract was approved by Council on 9/9/2021.



INVOICE

P.O. Box 331516 ■ Murfreesboro, TN 37133
615.203.6655 ■ www.benchmarkcos.com

DATE INVOICE #
2/15/2023 17326

BILL TO:

City of Columbia
110 Santa Fe Pike
Columbia, TN 38401

			TERMS
			Net 30
QUANTITY	DESCRIPTION	RATE	AMOUNT
9,680	Grinding of Wood Waste Material 88 loads @ 110 yards per load Solicitation #432-0721-05 - Brush Grinding and Debris Removal	6.45	62,436.00
Finance Charge: A finance charge will be assessed on any past due balances over 30 days. This charge will be at the rate of 1.5% monthly.			
TOTAL			\$62,436.00



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kim Dale, Asst. City Recorder, kdale@columbiatn.com 931-560-1579

AGENDA ITEM TITLE:

RESOLUTION NO. 23-18 - A RESOLUTION TO ESTABLISH THE MAXIMUM AMOUNT OF \$75 FOR THE 2023 CITY OF COLUMBIA PROPERTY TAX RELIEF FOR THE ELDERLY LOW-INCOME HOMEOWNERS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-18

INFORMATION: The Columbia City Council adopted Ordinance No. 3770 on December 4, 2008. This Ordinance was adopted to implement a Property Tax Relief Program for elderly and low-income property tax payers and is subject only to the availability of funds, which must be appropriated in each annual budget adopted by the City. The maximum amount of relief that can be granted is established at \$75. The relief will only be granted for any taxes due after the State Property Tax Relief has been applied to the tax bill. If the State pays the entire amount of taxes owed then the City will not be liable for any further disbursement.

ATTACHMENTS: Resolution No. 23-18

**A RESOLUTION TO ESTABLISH THE MAXIMUM AMOUNT OF \$75 FOR
THE 2023 CITY OF COLUMBIA PROPERTY TAX RELIEF FOR THE
ELDERLY LOW-INCOME HOMEOWNERS**

WHEREAS, the City of Columbia adopted Ordinance No. 3770 on December 4, 2008 granting Tax Relief for certain elderly homeowners as set forth in Tennessee Code Annotated, § 67-5-701 (j); and

WHEREAS, the estimated cost of the program during the 2023-2024 Budget year is \$40,000; and

WHEREAS, the funds are to be included and appropriated in the 2023-2024 Budget to be adopted by the City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, TENNESSEE AS FOLLOWS:

That the maximum amount of tax relief that can be granted under this program to the qualified homeowner for the 2023 tax year is hereby established at \$75 and will only be disbursed after the State Reimbursement has been applied to any taxes due in accordance with Tennessee Code Annotated, § 67-5-701 (j) and § 67-5-702.

BE IT FURTHER RESOLVED, if the State Reimbursement covers the entire amount of taxes due the City of Columbia will not have any obligation to disburse any funds under the program.

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
C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kim Dale, Asst. City Recorder, kdale@columbiatn.com 931-560-1579

AGENDA ITEM TITLE:

RESOLUTION NO. 23-19 - A RESOLUTION AUTHORIZING BOTH THE DAILY HERALD AND MAIN STREET MAURY AS THE OFFICIAL LOCAL NEWSPAPERS FOR THE CITY OF COLUMBIA

RECOMMENDATION: Approve Resolution No. 23-19

INFORMATION: The City Charter, Section 1.04 (8), requires the Council to designate an official newspaper or papers published or circulating in the City for the publishing of all advertising, notices and other matters of every description that the City may publish. This Resolution designates both The Daily Herald and Main Street Maury as the official local newspapers for the City of Columbia.

ATTACHMENTS: Resolution No. 23-19

A RESOLUTION AUTHORIZING BOTH THE DAILY HERALD AND MAIN STREET MAURY AS THE OFFICIAL LOCAL NEWSPAPERS FOR THE CITY OF COLUMBIA

WHEREAS, the Charter for the City of Columbia mandates that the Council designate an official newspaper or papers published or circulating in the City for the publishing of all advertising, notices and other matters of every description that the City may publish.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, TENNESSEE AS FOLLOWS:

That both The Daily Herald and Main Street Maury are hereby designated as the official newspapers for the City of Columbia, Tennessee, and either may be used for the publishing of all advertising, notices and other matters of every description that the City may publish.

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
C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Boshers, Director Wastewater, dboshers@columbiatn.com, (931)560-1011

AGENDA ITEM TITLE:

RESOLUTION NO. 23-20 - ARESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING MORGAN MEADOWS, PHASE 3.

RECOMMENDATION: Approve

INFORMATION: This resolution refers to acceptance of sanitary sewer improvements serving Morgan Meadows, Phase 3, which consist of 1,221 linear feet of 8" gravity sewer line. 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
SEWER IMPROVEMENTS SERVING SUMMIT AT MORGAN MEADOWS,
PHASE 3 – WARD 4

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 1,221 linear feet of 8" gravity sewer serving Summit at Morgan Meadows, Phase 3; 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 Morgan Meadows, Phase 3.

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
C. TIM TISHER - CITY ATTORNEY

Date: 2 March 2023

Columbia City Council
City of Columbia, Tennessee
City Hall
700 North Garden Street
Columbia, Tennessee 38401

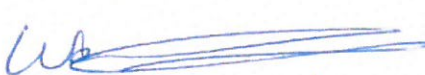
Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Morgan Meadows Phase 3 in the amount of 1,221 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 \$29,609.25, 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,

 3/2/2023
Wade Kincaid
KCS Property



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: A RESOLUTION AUTHORIZING THE CITY OF COLUMBIA TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS

RECOMMENDATION: Approve Resolution No. 23-21.

INFORMATION: In December 2021, the City Council adopted Resolution No. 21-99, authorizing the City to join opioid litigation along the State of Tennessee and Tennessee local governments.

A second wave of anticipated settlements would require that the City adopt a new resolution updating the Tennessee State-Subdivision Opioid Abatement Agreement with amendments shown in Exhibit B.

ATTACHMENTS: *Exhibit A - Tennessee State-Subdivision Opioid Abatement Agreement (the "Tennessee Plan"); Exhibit B - amendments to the Tennessee Plan.*

A RESOLUTION AUTHORIZING THE CITY OF COLUMBIA TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and the City of Columbia, Tennessee; and

WHEREAS, the City of Columbia has suffered harm and will continue to suffer harm as a result of the opioid epidemic; and

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the “Opioid Litigation”); and

WHEREAS, the City of Columbia has previously joined settlements with three pharmaceutical distributors and a manufacturer; and

WHEREAS, certain pharmaceutical manufacturers and retail pharmacy chains have proposed settlements that the City of Columbia finds acceptable and in the best interest of the community; and

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements; and

WHEREAS, there is currently proposed legislation that would apply the statutory provisions passed in 2021 to the new manufacturer and retail pharmacy chain settlements; and

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid related litigation (“Settlement Funds”); and

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), attached hereto as “Exhibit A,” sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds; and

WHEREAS, amendments to the Tennessee Plan, attached hereto as “Exhibit B,” would extend its terms to the proposed settlements, streamline accounting for certain settlement funds, and address the allocation of certain funds from a manufacturer in bankruptcy; and

WHEREAS, participation in the settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from pending proposed opioid settlements; and

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

- (1) That the City of Columbia finds that the amendments to the Tennessee Plan are in the best interest of the City of Columbia and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.
- (2) That the City of Columbia hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.
- (3) That the City of Columbia Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit “B” and the City of Columbia Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.
- (4) That the City of Columbia Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Columbia’s agreement to the settlement of claims [and litigation] specifically related to Teva Pharmaceutical Industries, Ltd., Allergan Finance, LLC, CVS Health Corporation, Walgreen Co., Walmart, Inc., and any other settlement of opioid-related claims that Tennessee has joined.
- (5) That the City of Columbia Mayor is authorized to take such other action as necessary and appropriate to effectuate City of Columbia’s participation in the Tennessee Plan and these settlements.
- (6) This Resolution is effective upon adoption, the welfare of City of Columbia, Tennessee requiring it.

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

Tennessee State-Subdivision Opioid Abatement Agreement

I. Definitions

For all sections of this Agreement, the definitions for terms set out in this Section I apply. The Agreement also uses additional terms that are defined in the Distributor/J&J Settlements and other agreements. In such instances, which are clearly stated, those terms are defined by those agreements.

A. “2021 Legislation.” Public Chapter No. 491 passed during the 2021 Regular Session of the 112th Tennessee General Assembly and signed into law by Governor Bill Lee on May 24, 2021. For ease of reference purposes only, a copy of Public Chapter No. 491 is attached.

B. “Agreement.” This document, the Tennessee State-Subdivision Opioid Abatement Agreement, a “state-subdivision opioid abatement agreement” as defined in the 2021 Legislation, Section 5(7) and Section 13(6). This Agreement is also a “State-Subdivision Agreement” as defined in the Distributor/J&J Settlement Agreements and a “Statewide Abatement Agreement” as defined in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy plans.

C. “Distributor/J&J Settlements.” The settlements consisting of the joint settlement agreement with distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and their subsidiaries and other related entities and the settlement agreement with manufacturer Johnson & Johnson, its Janssen subsidiaries and other subsidiaries and related entities. Both settlements qualify as Statewide Opioid Settlement Agreements.

D. “Joint Abatement Bankruptcy Plan.” A plan confirmed in federal bankruptcy court under Title 11 of the United States Code that resolves state and subdivision claims related to the manufacture, marketing, distribution, dispensing, or sale of opioids in a manner that allocates funds for abatement jointly to the state and its subdivisions. The plans in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy cases are examples of Joint Abatement Bankruptcy Plans.

E. “Opioid Abatement Council.” The council created by the 2021 Legislation, Sections 3-9.

F. “Relevant Funds.” Funds that, pursuant to a Joint Abatement Bankruptcy Plan, are allocated to the State for the claims of the State and its Subdivisions and that must be dedicated to opioid abatement programs.

G. “State.” The State of Tennessee.

H. “State-Only Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which there are not provisions for Subdivision joinder.

I. “State Opioid Judgment.” A judgment obtained by the State against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

J. “Statewide Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which subdivision claims are addressed.

K. “Statutory Bar.” A law barring all subdivisions (not limited to counties and municipalities) in the state from maintaining released claims against released entities, either through a direct bar or through a grant of authority to release claims. The 2021 Legislation, Sections 10-19 establishes a grant of authority process for a statutory bar to be enacted for the entities addressed in the Distributor/J&J Settlements.

L. “Subdivision.” A Tennessee county or municipality.

M. “Subdivision-Only Opioid Settlement Agreement” A settlement agreement between one or more Subdivisions and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids that does not include the State as a party.

N. “Subdivision Opioid Judgment.” A judgment obtained by one or more Subdivisions against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

O. “Tennessee Opioid Abatement Fund.” The opioid abatement trust fund established by the 2021 Legislation, Sections 1-2.

II. Interaction of this Agreement with Settlements, Bankruptcy Plans and Legislation

This Agreement replaces certain default provisions in specified State Opioid Settlement Agreements and Joint Abatement Bankruptcy Plans. Certain default provisions are also replaced by the 2021 Legislation and consent judgments will be filed for State Opioid Settlement Agreements. Thus, there will be multiple sources of authority for the application of each settlement agreement or bankruptcy plan. While parts of the 2021 Legislation are described in this Agreement, such descriptions do not supersede the statutory language, which is controlling.

III. Allocation of Funds in the Distributor/J&J Settlements

The Distributor/J&J Settlements allow for payment and allocation default provisions to be replaced by state-subdivision agreements, by statute, and other means. As referenced below, the 2021 Legislation addressed some of the default provisions in these settlements. This Agreement makes a few additional changes to the default provisions. As described below, some default provisions remain in place.

A. Allocation among three sub-funds. The Distributor/J&J Settlements initially allocate the vast majority of settlement funds among three sub-funds for each state: the “State Fund,” the “Abatement Accounts Fund,” and the “Subdivision Fund.”¹ Subject to the terms of the specific settlement agreements and assuming full subdivision participation and maximum payments, allocation among the three Tennessee sub-funds shall remain the same as with the default provision: 15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund.

B. Use of funds. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.² Generally they require that money from all three sub-funds be used for “Opioid Remediation” as that term is defined in those agreements. Such definitions include restitution for past abatement within the definition of remediation.

C. State Fund. The 15% State Fund shall be directed to the State’s general fund unless directed to the Tennessee Opioid Abatement Fund by future legislation.

D. Abatement Accounts Fund.

1. The 70% Abatement Accounts Fund shall be directed to the Tennessee Opioid Abatement Fund.

2. The 2021 Legislation fully replaces the default provisions for the Abatement Accounts Fund.³ Among the legislative provisions is the requirement that for the Distributor/J&J Settlements funds deposited into the Tennessee Opioid Abatement Fund, the Opioid Abatement Council shall disburse 35% of these proceeds to counties that join the settlements to be spent on opioid abatement and remediation pursuant to Subsections 6(q)-(s). 2021 Legislation Section 6(p).

3. The 2021 Legislation allows for a state-subdivision agreement to determine the metrics used in allocating certain funds among participating counties. 2021 Legislation, Section (6)(q). It is agreed that the allocation formula shall use data for fatal and non-fatal opioid overdoses, opioid sales measured by morphine milligram equivalents, and population. Details and agreed terms regarding the metrics, the updating of allocation percentages, and the initial allocation percentages for each county is set out in Exhibit A.

E. Subdivision Fund.

1. The 15% Subdivision Fund shall generally be directed to the Subdivisions participating in the Distributor/J&J Settlements pursuant to the default provisions of those agreements, including the allocation of funds for non-litigating municipalities with populations under 10,000 to their respective counties.

¹ “State Fund,” Abatement Accounts Fund,” and “Subdivision Fund” are all defined terms in the Distributor/J&J Settlement agreements. They are sub-funds of the settlements’ “Settlement Fund” into which the companies make base and incentive payments pursuant to the settlement agreements.

² Some examples are distributor agreement Subsections V.B.1-2 and J&J agreement Subsections VI.B. 1-2.

³ These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E.

2. The default provisions are adjusted for non-litigating municipalities in participating counties that both (1) have populations of 10,000 to 30,000 per the 2019 U.S. Census estimate and (2) have a Subdivision Fund allocation percentage less than 0.5%.⁴ The allocations for such municipalities shall be directed to their respective counties if the county is a participating subdivision. (If the county is not a participating subdivision, the funds are not redirected to the county.) The reallocation for such municipalities located in multiple counties will be divided among those counties pursuant to the data used in Exhibit G of the Distributor/J&J Settlements. These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund. These redirected funds to certain counties are in addition to the funds allocated to participating counties pursuant to 2021 Legislation Section 6(p) and should not be included in calculating or disbursing the 35% amount allocated to participating counties. Such redirected funds should also not be viewed as an additional recovery by the county for purposes of calculating any contingency fees agreements.

F. Attorneys' fees and costs. The Distributor/J&J Settlements have provisions for funds dedicated to or related to attorneys' fees, costs, and/or expenses. There are also funds for states without outside counsel, identified as "Additional Restitution Funds." Such funds shall be allocated pursuant to such agreements and are not addressed by this Agreement.

IV. Allocation of Funds for other Statewide Opioid Settlement Agreements

A. Application to future settlements. To the extent allowed by such agreement and subject to IV.B.2 of this Agreement, the provisions in Section III above shall replace default provisions in, and apply to, any future Statewide Opioid Settlement Agreement in which Tennessee counties and municipalities are able to join and receive benefits, either directly or indirectly, in exchange for a release of claims.⁵ Not all municipalities need to be eligible to join such a settlement for the provisions of this Section IV to apply. Indirect benefits include funds being allocated to counties and/or the Tennessee Opioid Abatement Fund.

B. Exceptions. The application of Section IV.A. is limited, as follows:

1. The directing of 35% of Abatement Funds to the counties pursuant to the 2021 Legislation Section 6(p) shall not apply to any Statewide Opioid Settlement Agreement that includes an incentive or other benefit for a Statutory Bar unless (a) Section 19 of the 2021 Legislation is amended to specifically allow a Statewide Opioid Settlement Agreement release for the settling entity or entities or (b) another statute that qualifies as a Statutory Bar for such settlement is enacted. Should such settlement become effective prior

⁴ For the avoidance of doubt, a non-litigating municipality with a population between 10,000 and 30,000 that has a Subdivision Fund allocation percentage of 0.5% or greater is not affected by this subsection and receives its direct allocation from the Subdivision Fund.

⁵ For the avoidance of doubt, the Section III provisions include the 15%/70%/15% allocation of settlement funds among the three sub-funds.

to the enactment of a Statutory Bar addressing claims against the settling entity or entities, 35% of the funds directed to the Tennessee Opioid Abatement Fund shall be withheld and not allocated until the earlier of (1) the enactment of such a Statutory Bar or (2) a full regular session of the Tennessee General Assembly has occurred.

2. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement unless the application of this Agreement to such settlement is approved by a majority of (a) counties and (b) municipalities having a population over 30,000 after such settlement is negotiated and provided to such subdivisions. Whether there is majority approval shall be measured by population of the relevant subdivisions. Population figures shall be from the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

3. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement with Endo International plc. or its subsidiaries.

C. Statutory provisions. The language in this section does not address or control whether any default provisions in a Statewide Opioid Settlement Agreement are replaced by the 2021 Legislation or any other statutory provision if Section IV.A does not apply to such settlement.

V. Allocation of Funds for Opioid-Related Claims in Joint Abatement Bankruptcy Plans

A. Relevant Funds. Multiple opioid manufacturers have filed for bankruptcy in actions for which the State and many Subdivisions are creditors for opioid-related claims. These companies include Purdue and Mallinckrodt. It is anticipated that other entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids may also file for bankruptcy and that the State and one or more Subdivisions will pursue opioid-related claims in those actions. Funds allocated to the State and Subdivisions for such claims shall be disbursed pursuant to the confirmed bankruptcy plan for the relevant entity, including requirements for funds to be used for future abatement. It is anticipated that one or more of such plans shall include the allocation of Relevant Funds that must be dedicated to opioid abatement programs. All Relevant Funds shall be placed in the Tennessee Opioid Abatement Fund and allocated pursuant to Sections V.B. Relevant Funds do not include funds disbursed through bankruptcy plans that are not restricted to abatement or that are disbursed for claims that are unrelated to the opioid crisis.

B. Allocation of Relevant Funds. To the extent permissible under the subject bankruptcy plan, Relevant Funds from Joint Abatement Bankruptcy Plans shall be allocated in the same manner as the Abatement Account Funds from the Distributor/J&J Settlements are disbursed under Section III.D and the 2021 Legislation. Thus, the Opioid Abatement Council shall disburse 35% of the proceeds from such bankruptcy plans to the counties subject to 2021 Legislation

Subsections 6(q)-(s). All default provisions related to Relevant Funds in such bankruptcy plans are replaced by this Agreement.⁶

C. Exception. Section V shall not apply to any bankruptcy plan for Endo International plc. or its subsidiaries.

D. Statutory provisions. The language in this section does not address or control whether any default provisions in a Joint Abatement Bankruptcy Plan are replaced by the 2021 Legislation or any other statutory provision if Sections V.A-B do not apply to such bankruptcy plans.

VI. No Application to Other Funds

A. State-Only Opioid Settlement Agreements and State Opioid Judgments. The Attorney General may direct funds from a State-Only Opioid Settlement Agreement or a State Opioid Judgment to the Tennessee Opioid Abatement Fund. Subject to the terms of specific agreements and any conditions placed on the funds prior to their being placed in the Tennessee Opioid Abatement Fund, the funds shall be allocated by the Opioid Abatement Council pursuant to the 2021 Legislation. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from State-Only Opioid Settlement Agreements or State Opioid Judgments.

B. Subdivision-Only Settlement Agreements and Subdivision Judgments. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from Subdivision-Only Opioid Settlement Agreements or Subdivision Opioid Judgments.

VII. Adoption and Amendment of Agreement

A. Controlling Authority. For this Agreement to replace default provisions in the Distributor/J&J Settlements, it must be adopted by statute or approved by the State and a sufficient number of Subdivisions as set forth in Exhibit O of those settlements. For this Agreement to replace default provisions in the Purdue and other bankruptcy plans, it is anticipated that it will need to be approved by the State and a sufficient number of Subdivisions as set forth in the specific bankruptcy plans. There are similar requirements for amending state-subdivision agreements such as this Agreement. It is understood that the approval process and participation requirements set out in this Section VII meet the requirements of these settlement agreements and anticipated bankruptcy plans. For any settlement agreement or bankruptcy plan that allows for a state-subdivision agreement to determine the requirements for amendment of a state-subdivision

⁶ For example, the provisions related to the default “Government Participation Mechanism” in the Purdue bankruptcy plan are not applicable with the adoption of this Agreement (which incorporates the Opioid Abatement Council).

agreement, the approval process and participation requirements set out in this Section VII for an amended agreement shall control. Similarly, if this Agreement is adopted by statute, the approval process and participation requirements set out in this Section VII for an amended agreement shall control.

B. Adoption of Agreement. This Agreement is adopted if it is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate “Population Percentages,” determined as set forth below, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50%, provided that these Subdivisions also represent 15% or more of the counties, by number.

C. Population Percentage Calculation. Population Percentages shall be determined as follows: The Population Percentage of each county shall be deemed to be equal to (1) (a) 200% of the population of such county minus (b) the aggregate population of all Primary Municipalities located in such county, divided by (2) 200% of the state’s population. A Primary Municipality means a municipality with a population of at least 25,000. The Population Percentage of each Primary Municipality shall be equal to its population divided by 200% of the state’s population. (The result of these calculations is that every person is counted twice: everyone in a Primary Municipality is counted once for that municipality; everyone is counted at least once for their county; and those not in a Primary Municipality are counted a second time for their county.) Except as required by a specific settlement agreement or bankruptcy plan, the population figures for these calculations shall be the 2020 U.S. Census counts for the initial adoption of the Agreement and, for adoption of an amended agreement, the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

D. Amendment of Agreement. This Agreement may be amended if that amended agreement is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate Population Percentages, determined as set forth above, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50% provided that these Subdivisions also represent 15% or more of the counties, by number.

VIII. Effect of Agreement

Nothing in this Agreement is intended to abridge or enlarge the authority of the Attorney General, the State, or the subdivisions, except as expressly stated herein.

Exhibit A: County Allocation for Opioid Abatement Fund

Certain abatement funds are allocated by county pursuant to the 2021 Legislation and/or the provisions of this Agreement. The allocations shall be set consistent with the 2021 Legislation and as set forth below.

A. County Allocation Data. The following data shall be used in the county allocation calculations:

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

3. Opioid sales as measured by morphine milligram equivalents (“MME”). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

B. Weighting of Data. In calculating the county allocation percentages, the data shall be weighted as follows:

1. Fatal opioid overdose data shall be weighted at 12.5%.
2. Non-fatal opioid overdose data shall be weighted at 12.5%.
3. Opioid sales as measured by MME shall be weighted at 25%.
4. Population shall be weighted at 50%.

C. Updating of Allocations. The county allocations shall be updated pursuant to statute. The 2021 Legislation requires updating every four years and addresses what happens if a data set used in the initial allocations is unavailable.

D. Allocation Process. The State shall make the initial data and allocable share calculations available to the counties to review for 30 days in order to identify and correct any mathematical or data entry errors. The Opioid Abatement Council will allow for similar review for future reallocations.

E. Holdback Share. It is recognized that, particularly for some very small counties, there could be limits on the ability of the data to capture the scope of the opioid crisis in the county. For example, a large segment of a county’s population may fill prescriptions in a neighboring county, resulting in MME data that dramatically underrepresents the level of opioids prescribed to the residents of the county. To address limited situations such as this, 2% of the abatement funds

allocated to counties shall be initially held back until the Opioid Abatement Council can consider county requests for adjustments to their allocation percentages due to such data issues. However, such requests will only be granted when there is a finding that the data limitations substantially affected the county's overall allocation. The Council may only adjust allocation percentages upwards through the use of the 2% holdback fund and may find that no adjustments are needed. Any portion of the 2% holdback fund not used to adjust county allocations pursuant to this process will be released to the counties pursuant to their allocations, including any adjusted allocation percentages.

F. Initial County Allocation Percentages.

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

Summary of 2023 Amendments to Tennessee State-Subdivision Opioid Abatement Agreement

In addition to being asked to join five new settlements, Tennessee local governments are also being asked to approve amendments to the Tennessee State-Subdivision Opioid Abatement Agreement. There are three proposed amendments, which are summarized below. The settlement participation packet being sent to counties and qualifying municipalities by the national administrator will also include a form to approve the three amendments. The full text of the proposed amendments can be found on the following page.

Summary of Amendment 1:

This amendment simply applies the terms of the State-Subdivision Agreement to the five new settlements with Allergan, Teva, CVS, Walgreens, and Walmart. This will ensure that the structure and procedures that apply to the prior settlements with the three national pharmaceutical distributors and Johnson & Johnson will be the same for the new settlements. For example, the formula for using overdose and other data to allocate funds among the counties would be the same for the new agreements as with the existing ones.

Summary of Amendment 2:

Under the State-Subdivision Agreement, Subdivision Fund allocations for non-litigating municipalities with populations under 30,000 are directed to the counties. Consequently, these municipalities do not receive direct payments, but the money stays with the community. (This provision would continue to apply with the new settlements.) The current language of the provision also places a restriction on the use of the redirected funds, treating the redirected funds like money from the trust fund and unlike the other Subdivision Fund direct payments the county is receiving from the national administrator. This restriction would require a substantial amount of special accounting for a small amount of money. The amendment removes that requirement to streamline accounting for the counties.

Summary of Amendment 3:

The third amendment applies the State-Subdivision Agreement to funds from the Endo International plc bankruptcy. Since the Agreement was first negotiated, a group of East Tennessee counties and municipalities reached a settlement with the company, which later filed for bankruptcy. The amendment applies the bankruptcy provisions of the Agreement to Endo funds paid into the State's trust fund, including the provision to direct 35% of the funds to the counties. However, as the previously settling counties have had a substantial recovery from Endo, the amendment does not provide those nine counties a direct allocation. The amendment makes clear that the nine counties would be eligible to receive some of the remaining Endo funds as well as funds from other settlements.

Following Page: Text of Amendments

On the next page is the text of the amendments, which are set out as they should appear in the settlement packets from the national administrator.

Tennessee State-Subdivision Opioid Abatement Agreement – 2023 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement is amended as follows:

Amendment 1:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

- A. Allergan Public Global Opioid Settlement Agreement
- B. CVS Settlement Agreement
- C. Teva Global Opioid Settlement Agreement
- D. Walgreens Settlement Agreement
- E. Walmart Settlement Agreement

Amendment 2:

To allow for efficiency and more streamlined accounting, the fifth sentence in Section III.E.2 of the Agreement (“These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund.”) shall be considered deleted and given no effect.

Amendment 3:

Notwithstanding the exception provisions in Section IV.B.3 and Section V.C. of the Agreement, Section V shall apply to funds from the Endo International plc bankruptcy (*In re Endo International plc, et al.*, U.S. Bankruptcy Court, S.D.N.Y, No. 22-22549). As they have received funds from a prior settlement with Endo, the following counties shall not receive a share of the 35% of proceeds directed to counties pursuant to Section V.B: Carter, Greene, Hamblen, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington. However, nothing in this agreement shall limit the Opioid Abatement Council’s discretion in whether or not to approve any requested allocation from the remaining Endo proceeds or other funds to these counties or the municipalities participating in that prior settlement.

Note on adoption of amendments:

Amendment 1 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendments 2 and 3 shall be effective if approved as set forth in Section VII.D of the Agreement.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Ginger Adams, Administrative Assistant, gadams@columbiatn.com, 931-560-1723

AGENDA ITEM TITLE: RESOLUTION NO. 23-22 - A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE FEMA-4691-DR-TN PUBLIC ASSISTANCE GRANT, ACCEPT THE AWARD AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT

RECOMMENDATION: Approve.

INFORMATION: The President of the United States issued a major disaster declaration for damages resulting from a severe winter storm during the period of December 22 to December 27, 2022 in certain areas of the State of Tennessee to include Maury County.

Columbia Fire & Rescue is requesting City Council ratify the application for the FEMA-4691-DR-TN Public Assistance Grant. If awarded, these funds will be utilized to recover costs associated with damages as a result of this disaster.

Any funds received would be shared as follows: FEMA 75%; TEMA 12.5%; City of Columbia 12.5%.

ATTACHMENTS: Resolution No. 23-22.

A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE
FEMA-4691-DR-TN PUBLIC ASSISTANCE GRANT, ACCEPT THE AWARD AND
AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING
AND ADMINISTERING THE GRANT PROJECT

WHEREAS, the President of the United States issued a major disaster declaration under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 *et seq.* (the "Stafford Act"), for damages resulting from a severe winter storm during the period of December 22 to December 27, 2022 in certain areas of the State of Tennessee to include Maury County; and

WHEREAS, the City of Columbia is eligible for funds under the FEMA-4691-DR-TN Public Assistance Grant; and

WHEREAS, this provides the opportunity to recover mitigation costs; and

WHEREAS, the City of Columbia will utilize said monies to recover costs associated with damages as a result of the disaster; and

WHEREAS, any funds received would be shared as follows: FEMA 75%; TEMA 12.5% and the City of Columbia 12.5%;

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

1. That the City of Columbia is hereby authorized to request for public assistance;
2. The City Council hereby approves of any awarded funds;
3. The Mayor is hereby authorized and directed to enter into all necessary agreements to receive and administer such funds; and
4. The City of Columbia is hereby authorized to pay 12.5% of the awarded funds.

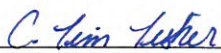
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 13th day of April, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Boshers, Director Wastewater, dboshers@columbiatn.com , (931)560-1011

AGENDA ITEM TITLE:

RESOLUTION NO. 23-23-A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING QUAIL RUN MEADOWS, PHASE 2-WARD 5

RECOMMENDATION: Approve

INFORMATION: This resolution refers to acceptance of sanitary sewer improvements serving Quail Run Meadows, Phase 2, which consists of 1,104 linear feet of 8" gravity sewer line. 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
SEWER IMPROVEMENTS SERVING SUMMIT AT QUAIL RUN MEADOWS,
PHASE 2

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 1,104 linear feet of 8" gravity sewer serving Quail Run Meadows, Phase 2; 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 Quail Run Meadows, Phase 2.

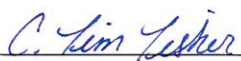
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 13th day of April, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:


C. TIM TISHER - CITY ATTORNEY

Date: 20 March 2023

Columbia City Council
City of Columbia, Tennessee
City Hall
700 North Garden Street
Columbia, Tennessee 38401

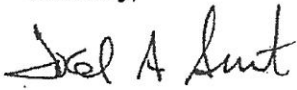
Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Quail Run Meadows Phase 2 in the amount of 1,104 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 \$26,772.00, 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,


Lasea Land Group, LLC



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Boshers, Director Wastewater, dboshers@columbiatn.com, (931)560-1011

AGENDA ITEM TITLE:

RESOLUTION NO. 23-24-A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING INDEPENDENCE AT CARTER'S STATION, SECTION 6.2-WARD 5

RECOMMENDATION: Approve.

INFORMATION: This resolution refers to acceptance of sanitary sewer improvements serving Independence at Carter's Station, Section 6.2, which consists of 4,335 linear feet of 8" gravity sewer line. 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
SEWER IMPROVEMENTS SERVING SUMMIT AT INDEPENDENCE AT
CARTER'S STATION, SECTION 6.2

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 4,335 linear feet of 8" gravity sewer serving Independence at Carter's Station, Section 6.2; 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 Independence at Carter's Station, Section 6.2.

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
C. TIM TISHER - CITY ATTORNEY



March 22, 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 City of Columbia, Tennessee, the wastewater system improvements installed to service Independence @ Carter's Station, Section 6.2, in the amount of 4,335 linear feet.

You have been provided with as-built drawings of the project and testing has been completed, and have been provided a one-year maintenance surety in the amount of \$105,123.75, 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,

100 Westwood Place, Suite 100, Brentwood, TN 37024





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Bosher, Director Wastewater, dbosher@columbiatn.com, (931)560-1011

AGENDA ITEM TITLE:

RESOLUTION NO. 23-25-A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING COTTAGES OF BEAR CREEK, PHASE 2-WARD 5

RECOMMENDATION: Approve

INFORMATION: This resolution refers to acceptance of sanitary sewer improvements serving Cottages of Bear Creek, Phase 2, which consists of 1,042 linear feet of 8" gravity sewer line. 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
SEWER IMPROVEMENTS SERVING SUMMIT AT COTTAGES OF BEAR
CREEK, PHASE 2

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 1,042 linear feet of 8" gravity sewer serving Cottages of Bear Creek, Phase 2; 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 Cottages of Bear Creek, Phase 2.

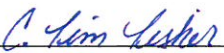
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 13th day of April, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY

Date: 22 March 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 Cottages of Bear Creek Phase 2 in the amount of 1,042 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 , 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, consisting of a stylized 'M' followed by a long horizontal line extending to the right.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Regina Connelly, City Recorder's Office, rconnelly@columbiatn.com, 931-560-1520

AGENDA ITEM TITLE:

RESOLUTION NO. 23-26 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 23-26.

INFORMATION: The City Recorder is presenting tax corrections through 3/24/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report; Resolution No. 23-26; Tax Corrections.

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
C. TIM TISHER, CITY ATTORNEY

TAX CORRECTIONS
RESOLUTION NO. 23-26

1. DELETE 2021 PERSONAL PROPERTY TAX IN THE NAME OF EXPRESS REALTORS/REMODERER'S. MAP 091 B D 013.00 P 001, 717 PROMINENCE RD. PROPERTY VALUE \$10,000.00, ASSESSED VALUE \$3,000.00, AND TAXES \$35.00. DUE TO DUPLICATE ACCOUNT PER MAURY COUNTY TAX ASSESSOR.
2. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF EXPRESS REALTORS/REMODERER'S. MAP 091 B D 013.00 P 001, 717 PROMINENCE RD. PROPERTY VALUE \$11,500.00, ASSESSED VALUE \$3,450.00, AND TAXES \$28.00. DUE TO DUPLICATE ACCOUNT PER MAURY COUNTY TAX ASSESSOR.
3. DELETE 2022 PROPERTY TAX IN THE NAME OF THIRD CIRCLE MEDICAL CLINIC LLC. MAP 112 021.01 P 004, 6011 TROTWOOD AVE STE D. PROPERTY VALUE \$2,050.00, ASSESSED VALUE \$615.00, AND TAXES \$5.00. DUE TO DUPLICATE ACCOUNT PER MAURY COUNTY TAX ASSESSOR.
4. DELETE 2021 PERSONAL PROPERTY TAX IN THE NAME OF THE BOW LADY & MORE. MAP 100 I J 008.07 P 001, 224 OVERLOOK PLACE. PROPERTY VALUE \$5,810.00, ASSESSED VALUE \$1,743.00, AND TAXES \$20.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
5. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF THE BOW LADY & MORE. MAP 100 I J 008.07 P 001, 224 OVERLOOK PLACE. PROPERTY VALUE \$6,682.00, ASSESSED VALUE \$2,005.00, AND TAXES \$17.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
6. DELETE 2021 PERSONAL PROPERTY TAX IN THE NAME OF PARKS REALTY AND AUCTION. MAP 090 B B 033.00 P 003, 1101 NASHVILLE HWY. PROPERTY VALUE \$1,144.00,

ASSESSED VALUE \$343.00, AND TAXES \$4.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.

7. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF PARKS REALTY AND AUCTION. MAP 090 B B 033.00 P 003, 1101 NASHVILLE HWY. PROPERTY VALUE \$1,316.00, ASSESSED VALUE \$395.00, AND TAXES \$3.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
8. CHANGE 2022 PERSONAL PROPERTY TAX IN THE NAME OF FOOD LION #801, ATTN: ALEAH HANCOCK. MAP 112 019.11 P 501, 5021 TROTWOOD AVE, STE D. PROPERTY VALUE FROM \$25,937.00 TO \$3,335.00 ASSESSED VALUE FROM \$7,781.00 TO \$1,001.00 AND TAXES FROM \$64.00. TO \$8.00. DUE TO CHANGE REVISION ON PICKUP ON AUDIT PER MAURY COUNTY TAX ASSESSOR.
9. PICK UP ROLLBACK TAXES IN THE NAME OF RAINS CHARLES & J D EATHERLY. MAP 051 058.00 S/I 001, 2248 NASHVILLE HWY. SUPPLEMENT ROLLBACK TAXES FOR 2020, 2021, AND 2022 TAX YEARS ON 49.30 ACRES IN THE AMOUNT OF \$3,170.00 ON THE 2022 TAX ROLL, PER MAURY COUNTY TAX ASSESSOR.
10. PICKUP 2022 PROPERTY TAXES IN THE NAME OF BRISTOL COLUMBIA PARTNERS LLC. MAP 099 A K 061.00 001, 708 WOODLAND ST. PICKUP TAXES IN THE AMOUNT OF \$113.00. DUE TO PREVIOUSLY EXEMPT PROPERTY OWNER BY CITY OF COLUMBIA SOLD 9/27/2022 AND TAX IS PRORATED FOR 95 DAYS PER MAURY COUNTY TAX ASSESSOR.
11. PICKUP 2022 PROPERTY TAXES IN THE NAME OF BRISTOL COLUMBIA PARTNERS LLC. MAP 099 A K 062.00 001, 706 WOODLAND ST. PICKUP TAXES IN THE AMOUNT OF \$84.00. DUE TO PREVIOUSLY EXEMPT PROPERTY OWNER BY CITY OF COLUMBIA SOLD 9/27/2022 AND TAX IS PRORATED FOR 95 DAYS PER MAURY COUNTY TAX ASSESSOR.

12. REFUND PARTIAL 2021 PERSONAL PROPERTY TAX IN THE NAME OF ADIENT US LLC/AGRICEL INC. MAP 101 034.01 P 500, 2206 OAKLAND PKWY. PROPERTY VALUE \$4,091,809.00, ASSESSED VALUE \$1,227,543.00 AND TAXES FROM \$14,236.00 TO \$12,416.00. REFUND OF \$1,820.00 DUE TO CHANGE TO AUDIT PICKUP FOR 2020 TAXES. EQUALIZATION FACTOR OF \$1,070,663.00 WAS NOT APPLIED PER MAURY COUNTY TAX ASSESSOR.

13. REFUND PARTIAL 2021 PERSONAL PROPERTY TAX IN THE NAME OF ADIENT US LLC/AGRICEL INC. MAP 101 034.01 P 501, 2206 OAKLAND PKWY. PROPERTY VALUE \$1,829,696.00, ASSESSED VALUE \$548,909.00 AND TAXES FROM \$6,366.00 TO \$5,552.00. REFUND OF \$814.00 DUE TO CHANGE TO AUDIT PICKUP FOR 2021 TAXES. EQUALIZATION FACTOR OF \$478,758.00 WAS NOT APPLIED PER MAURY COUNTY TAX ASSESSOR.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Boshers, Director Wastewater, dboshers@columbiatn.com , (931)560-1011

AGENDA ITEM TITLE:

RESOLUTION NO. 23-27-A RESOLUTION ACCEPTING THE DONATION OF SURPLUS UV4000 DISINFECTION EQUIPMENT FROM THE CITY OF FRANKLIN, TN TO BE UTILIZED BY THE CITY OF COLUMBIA WASTEWATER TREATMENT PLANT

RECOMMENDATION: Approve

INFORMATION: This resolution refers to acceptance of surplus UV4000 disinfection equipment from the City of Franklin, TN. This equipment will serve the Department until our new Sigma UV system is installed.

**A RESOLUTION ACCEPTING THE DONATION OF SURPLUS UV4000
DISINFECTION EQUIPMENT FROM THE CITY OF FRANKLIN, TN TO BE
UTILIZED BY THE CITY OF COLUMBIA WASTEWATER TREATMENT
PLANT**

WHEREAS, the City of Columbia Wastewater Department would like to accept the donation of surplus UV4000 Disinfection equipment from the City of Franklin, TN.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby endorse the efforts of the City of Columbia Wastewater Department by accepting this donation.

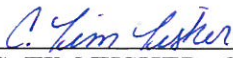
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY



WASTEWATER DEPARTMENT

The City of Franklin – The City of Columbia UV Part Sheet

Background: The city of Franklin, Tn Water Department partnered with the City of Columbia Wastewater Department and donated parts from their existing UV disinfection equipment. Columbia currently operates a UV 4000 which is the exact UV franklin is demoing per upgrade. The parts will be a huge cost savings for the City of Columbia and will be put to use. Parts for the UV4000 are no longer manufactured by Trojan (the manufacturer) and with a limited supply prices for this equipment has increased tremendously. Columbia has already obtained these parts listed below off the equipment and is reviewing a interlocal agreement contract for the new parts they had in stock which were never used and stored for their backup needs.

---All equipment listed below is listed as new retail price from the manufacture Trojan.

Parts/Quantity/Price:

- (31) Ballast..... \$60,605.00
- (4) Mother Boards..... \$55,680.00
- (12) Module Boards..... \$80,760.00
- (1) Hydraulic Pump..... \$3,960.00
- (4) Ballast Fans..... \$1,053.12
- (1) Misc. (Hydraulic tank, Asco valve, pressure valve, pump motor.) \$3,500.00

In total the partnership will save the City of Columbia **\$205,558.12** if Columbia had to purchase these new. These spare parts will keep Columbia's UV4000 up to operating condition until Columbia's UV upgrade.

Something Good Around Every Corner

1244 Treatment Plant Road Columbia, Tennessee 38401 Phone 931.560.1001



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:

2ND CONSIDERATION ON ORDINANCE NO. 4455 - AN ORDINANCE AMENDING THE PLANNING AND ENGINEERING FEES OF THE CITY OF COLUMBIA, TENNESSEE - CITYWIDE.

RECOMMENDATION: Approve Ordinance No. 4455 on second consideration.

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. The required notice of Public Hearing was advertised March 28, 2023 in The Daily Herald.

**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

Kevin C. McCarthy, AICP
 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

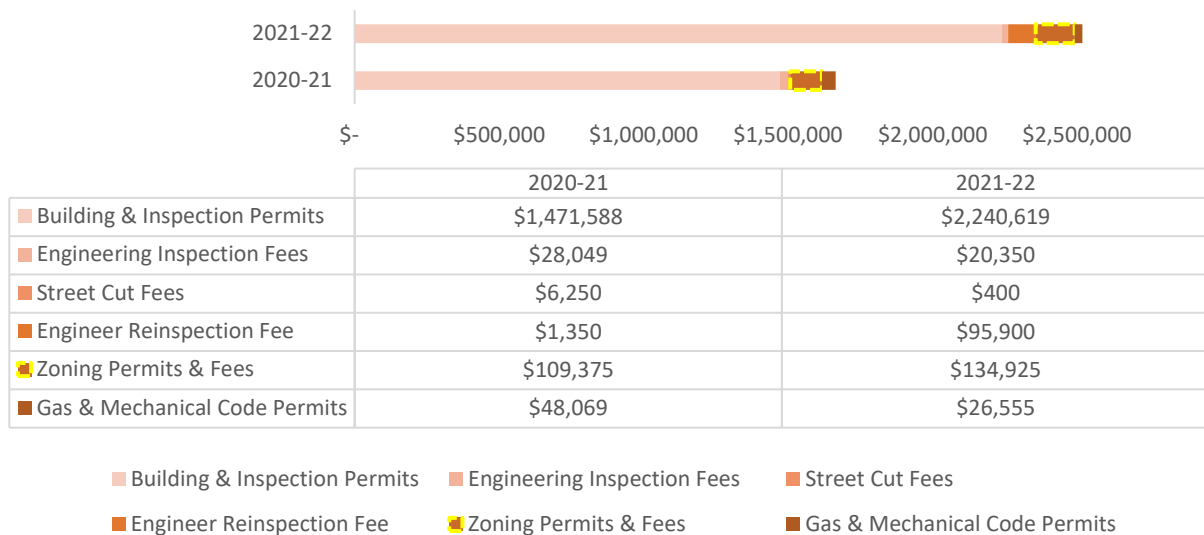
Unlike many government services, development review generates revenue which provides at least partial cost recovery. In Fiscal Year 2020-21, the Department of Development Services collected fees and pass-through revenue which offset 98% of the expenses generated by the department.¹² The following year, 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

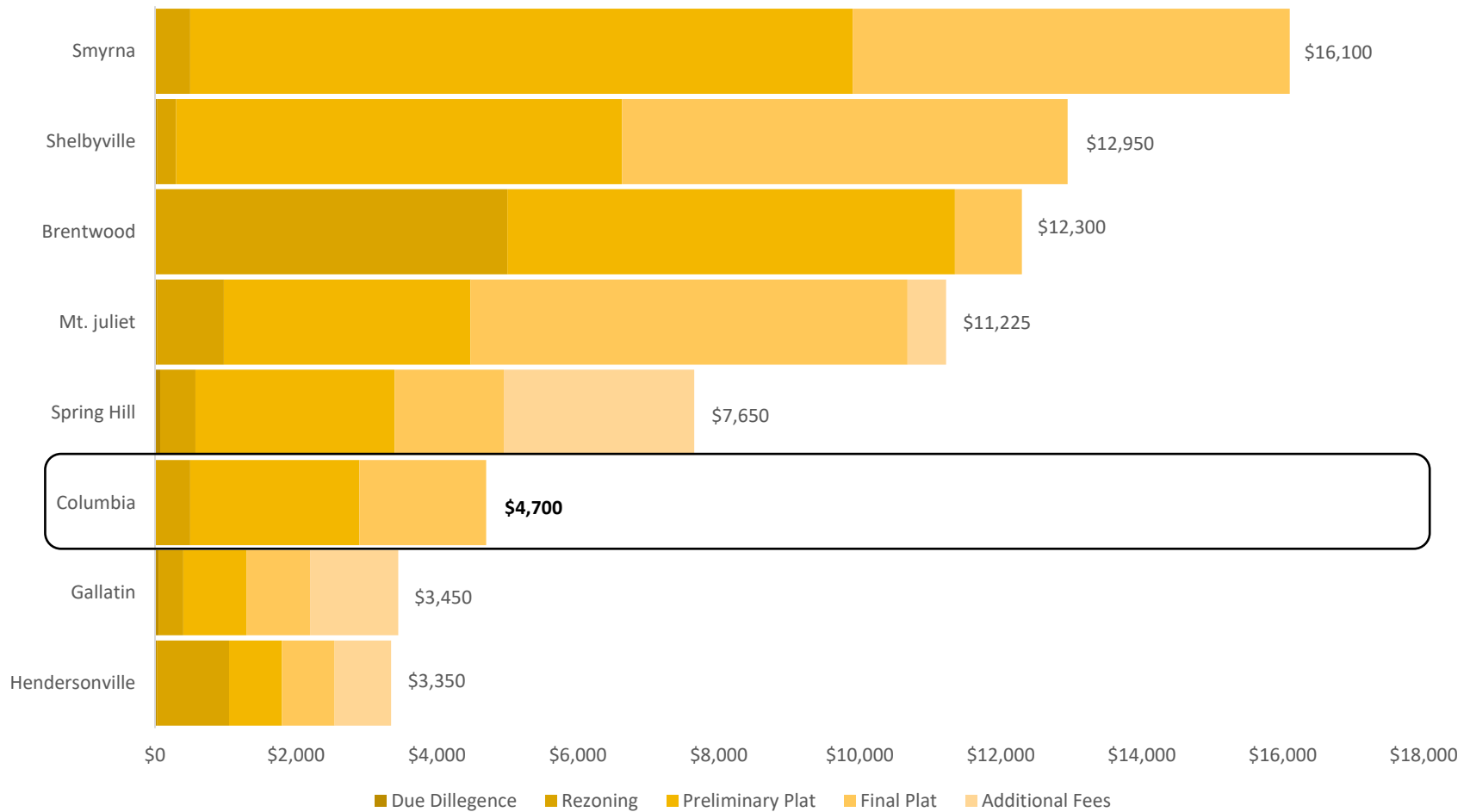
- Hendersonville does not charge a separate fee for annexation requests.⁴¹

- 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 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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- 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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<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>
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- 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.
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- 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.
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- ⁴⁹ Application for Certificate of Appropriateness. City of Murfreesboro. 2019. Accessed December 28, 2023.
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- ⁵² Telephone Call with Community Development and Zoning Director. December 27, 2023.
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- ⁵⁴ Email from Purchasing Clerk for City of Sparta. December 28, 2022.
- ⁵⁵ Email from Planner for City of Lebanon. December 28, 2022.
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<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>
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- 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



CITY OF COLUMBIA TENNESSEE
PLANNING COMMISSION
STAFF REPORT

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)

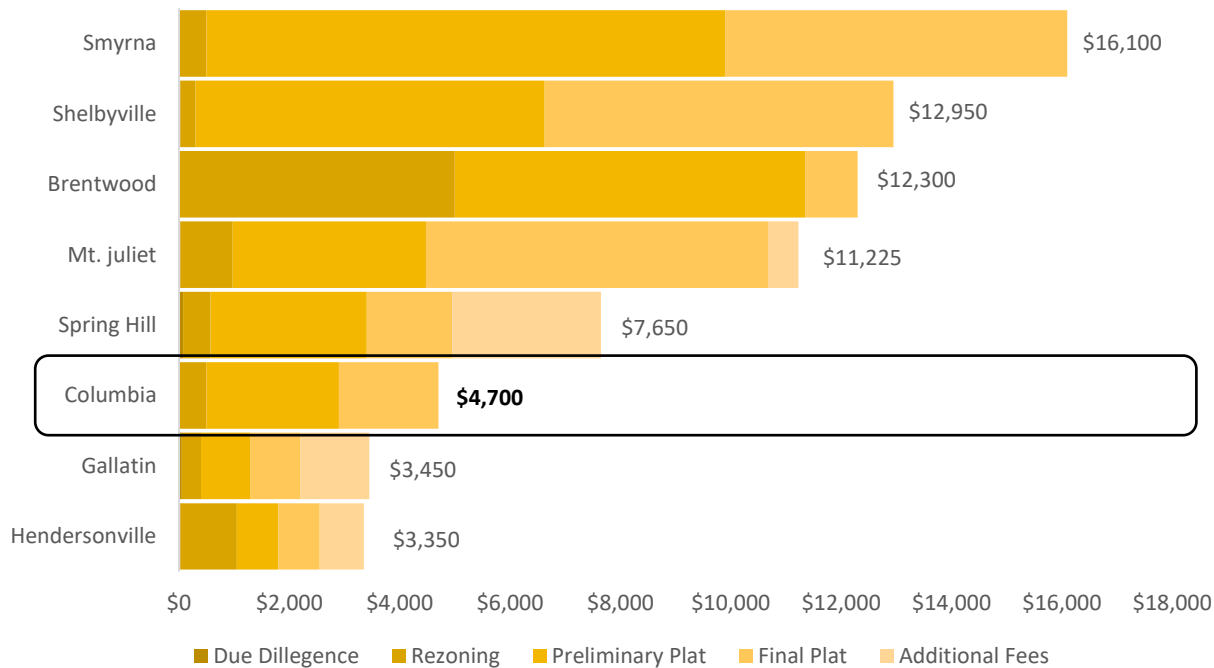


Table 5 – Historic Zoning Review (p. 13)

	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)

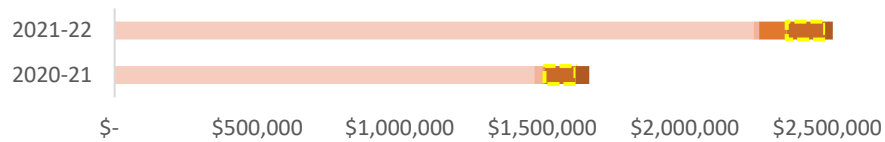
	Columbia	Brentwood	Gallatin	Mt. Juliet
Conditional Use	\$200	\$200	\$300	\$150
Variance (Residential)	\$200	\$250	\$300	\$100
Variance (Non-Residential)	N/A	\$250	\$300	\$300
Appeal of Admin. Decision	\$200	\$250	\$300	\$200

	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.



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*



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Wanda McClain, HR Director, wmccclain@columbiatn.com , 931-560-1570

AGENDA ITEM TITLE:

AN ORDINANCE TO AMEND ORDINANCE NO. 4411, THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2022-2023 FISCAL YEAR

RECOMMENDATION: Approve Ordinance No. 4411 on first consideration.

INFORMATION: At the April 11, 2023 City Council Study Session, Burris, Thompson and Associates presented recommendations regarding the City's pay plan. These recommendations are to upgrade the City's compensation to be more in line with market conditions.

The first step in this process is a 5% across the board raise for all City employees. After the Ordinance is approved the raises would go into effect June 1, 2023. The attached Ordinance raises the established salary ranges to provide all City employees with a 5% pay increase.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4411, THE CLASSIFICATION AND
COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA
FOR THE 2022-2023 FISCAL YEAR**

WHEREAS, pursuant to Article 4, and Article 9, of the City Charter, the City Council for the City of Columbia shall, among other things, establish, alter, or abolish city departments, offices, or agencies and set all salaries in all departments by Ordinance; and

WHEREAS, the city is raising the established salary ranges to provide full and part-time employees with a 5 percent pay increase.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: The classification and compensation plan as amended for the employees of the City of Columbia for the fiscal year of 2022-2023 which is attached hereto as Exhibit A and incorporated herein by reference is approved.

Section 2: This ordinance shall take effect on June 1, 2023 and any pay adjustments will be implemented in the pay period in which June 1 occurs.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA,
TENNESSEE, this the _____ 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

Passed 1st Consideration _____

Passed 2nd Consideration _____

City of Columbia
Classification and Compensation Plan FY 2022-23

Part time regular employees will receive increases at the same rate and time as regular full time employees and are authorized to work a maximum of 1456 hours per year, (28 hours per week).

Section 1: All full and part time regular employees will be paid from the following:

Grade 12 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$11.82	\$24,591.84	\$18.61	\$38,709.22
Custodian		Recreation Aide	
Lab Assistant		Sanitation Worker	
Building Maintenance Custodial Worker		Part-time Visitors Service Asst.	

Grade 13 Non-Exempt (Based on 1456 hours annually)			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$11.95	\$17,397.74	\$18.38	\$26,754.00
Fire Cadet			

Grade 14 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$14.46	\$30,073.68	\$21.66	\$45,055.92
Wastewater Operations Worker		Parking Control Officer	
Building & Grounds Mtnc. Worker		Part-time WW Safety Coord/Op Worker	

Grade 15 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$15.33	\$31,886.40	\$22.98	\$47,807.76
Animal Control Officer		Recreation Specialist	

Grade 16 Non-Exempt (Based on 2764 hours annually)			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$15.70	\$43,387.89	\$22.86	\$63,180.89
Fire Fighter			

City of Columbia
Classification and Compensation Plan FY 2022-23

Grade 17 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$16.24	\$33,786.48	\$24.35	\$50,646.96
Fleet Equipment Coordinator Equipment Operator - Sign Tech Equipment Operator I Wastewater Collection Worker		Recreation Programmer Sanitation Operator I Police Records Clerk	

Grade 18 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$17.35	\$36,079.68	\$27.33	\$56,848.43
Engineering Technician Court Clerk Accounting Technician Part-time CFR Medical Officer Equipment Operator II Wastewater Collection Technician		Administrative Assistant Code Enforcement Officer Evidence Technician Member Services Assistant Sanitation Operator II Part time Codes Enforcer	

Grade 19 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$17.66	\$36,734.88	\$26.50	\$55,124.16
Executive Secretary Human Resources Technician Permit Technician Planning Technician Plant Operator Records Supervisor Crew Lead (Parks & Rec, Public Works & Sanitation)		Sign Technician II Turf Manager Traffic Maintenance Technician Wastewater Maintenance Worker WasteWater Inspector/Utility Locator	

Grade 20 Non-Exempt (Based on 2764 hours annually)			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$18.25	\$50,440.24	\$27.06	\$74,789.69
Fire Apparatus Driver			

City of Columbia
Classification and Compensation Plan FY 2022-23

Grade 21 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$18.32	\$38,110.80	\$27.15	\$56,478.24
Senior Accounting Technician			

Grade 22 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$18.91	\$39,333.84	\$28.94	\$60,191.04
Laboratory Specialist			

Grade 23 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$20.14	\$41,889.12	\$30.20	\$62,811.84
Building Inspector 1		Crime Analyst	
Engineering Intern		Human Resource Generalist	
Electrician		Accounting Specialist	
Equipment Mechanic		Sanitation Specialist	
Traffic Maintenance Technician II			

Grade 23 Non-Exempt (based on 2764 hours annually)			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$20.14	\$55,664.20	\$30.20	\$83,467.27
Fire Lieutenant			

Grade 24 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$21.32	\$44,335.20	\$28.81	\$59,928.96
Community Risk Reduction Officer		Building inspector 2	

Grade 25 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$21.67	\$45,077.76	\$32.53	\$67,660.32
Computer Services Specialist I			

City of Columbia
Classification and Compensation Plan FY 2022-23

Grade 26 Non-Exempt (based on 2236 hours per year)			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$21.69	\$48,505.55	\$32.15	\$71,889.64
Police Officer			

Grade 27 Non-exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$22.20	\$46,169.76	\$33.30	\$69,254.64
Chief Operator		Planning Associate	
Engineering Associate		Pretreatment Coordinator	
Recreation Coordinator			

Grade 28 Non-Exempt (based on 2764 hours annually)			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$22.32	\$61,700.77	\$33.17	\$91,680.50
Fire Captain			

Grade 29 Non-exempt (based on 2236 hours per year)			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$23.08	\$51,604.64	\$34.64	\$77,453.92
Police Corporal			

Grade 30 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$23.40	\$48,681.36	\$35.14	\$73,098.48
Fire Captain / Shift Leader			

Grade 31 Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$23.93	\$49,773.36	\$35.93	\$74,736.48
Civil Engineer			

City of Columbia
Classification and Compensation Plan FY 2022-23

Grade 31 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$23.93	\$49,773.36	\$35.93	\$74,736.48
Staff Engineer Sanitation Supervisor Street Maintenance Supervisor Maintenance Supervisor (Traffic) Laboratory Manager Recreation Manager Main Street Manager		Foreman - Sewer Rehabilitation Pump Station Maintenance Supervisor Fleet Supervisor Operations & Athletics Manager Bldg & Codes Enforcement Asst. Chief Planning Associate II	

Grade 32 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$24.29	\$50,515.92	\$41.37	\$86,049.60
Assistant Fire Marshal		Fire Inspector	

Grade 33 Non-Exempt (Based on 2236 hours per year)			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$25.49	\$57,004.58	\$38.27	\$85,577.31
Police Sergeant			

Grade 34 Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$27.57	\$57,351.84	\$41.36	\$86,027.76
Network Administrator		PIO/Communications Coordinator	

Grade 35 Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$29.11	\$60,540.48	\$43.35	\$90,177.36
For Future Use			

City of Columbia
Classification and Compensation Plan FY 2022-23

Grade 36 Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$31.19	\$64,864.80	\$46.80	\$97,340.88
Assistant City Recorder Laboratory/Pre-treatment Manager Wastewater Collection Superintendent Assistant Director of Finance Chief Building Official Assist. Director of Parks and Recreation Capacity Management Operations & Maintenance (CMOM/GIS) Coordinator		Assistant City Engineer Treatment Plant Superintendent Assistant Director of Public Works Court & Internal Records Administrator City Planner Purchasing Agent	

Grade 37 Non-Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$31.72	\$65,978.64	\$47.32	\$98,432.88
Fire Training Officer/Inspector		Fire Marshal	

Grade 38			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$32.49	\$67,572.96	\$44.93	\$93,453.36
Future Use			

Grade 39 Non-Exempt (based on 2764 hours annually)			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$25.97	\$71,771.41	\$38.08	\$105,262.79
Assistant Fire Chief - Suppression			

Grade 40 Non-Exempt (Based on 2236 hours per year)			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$33.22	\$74,284.39	\$49.82	\$111,403.11
Police Lieutenant			

City of Columbia
Classification and Compensation Plan FY 2022-23

Grade 41 Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$34.49	\$71,744.40	\$50.61	\$105,268.80
Assistant Director of Wastewater		Police Captain	

Grade 42 Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$35.81	\$74,474.40	\$53.06	\$110,357.52
Assistant Fire Chief - Administration			

Grade 43 Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$37.82	\$78,667.68	\$56.71	\$117,957.84
City Engineer		Deputy Fire Chief Operations/Admin.	
Deputy Fire Chief		Assistant Chief of Police	

Grade 44 Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$39.87	\$ 82,926.48	59.81	124,400.64
City Recorder		Mgmt. Information Systems Director	
Human Resources Director		Finance Director	
Director of Development Services		Parks and Recreation Director	
Assistant City Manager		Director of Public Works	
Director of Wastewater		Fire Chief	
Tourism and Marketing Director		Police Chief	

Grade 45 Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$42.26	\$87,906.00	\$66.41	\$138,138.00
Assistant City Manager/City Recorder			

City of Columbia

Classification and Compensation Plan FY 2022-23

Section 2: Temporary Positions - Authorize part time positions working less than 1456 hours per year (28 hours per week) and full time temporary positions working less than 1456 hours per year and lasting less than five months to be paid as follows:

Position	Minimum	Maximum
Park Maintenance Worker	\$9.49	\$12.33
Recreation Aide	\$9.49	\$12.33
Lifeguard	\$9.49	\$12.33
Head Lifeguard	\$11.11	\$14.19
Utility Worker	\$11.11	\$14.19
Facility Supervisor	\$11.11	\$14.19
Pool Manager	\$17.26	\$22.22
School Crossing Guards	\$50.00 per day(s) worked	

Section 3: Appointments - Appointments made by the Mayor or City Council shall be paid a bi-weekly stipend as follows:

City Judge \$961.54 bi-weekly if sitting as judge; \$120.19 per week when absent.
City Judge Pro Tem \$721.16 Bi-weekly if sitting as judge.
Prosecuting Attorney \$755.54 Biweekly

Section 4: Elected Officials - Elected Officials shall be paid bi-weekly as follows:

Mayor \$346.16
Vice Mayor \$276.96
Council Member \$230.77