



**City of Columbia City Council
Regular Meeting Agenda
May 11, 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.

REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.

2. INVOCATION.

3. PLEDGE OF ALLEGIANCE.

4. APPROVAL OF AGENDA.

5. PRESENTATIONS.

**5.1. RECOGNITION OF MAYOR'S YOUTH COUNCIL - CITY
MANAGER'S OFFICE.**

ATTACHMENTS:

**5.2. PRESENTATION OF A PROCLAMATION IN RECOGNITION OF
NATIONAL PUBLIC WORKS WEEK - PUBLIC WORKS
DEPARTMENT.**

ATTACHMENTS:

**5.3. PRESENTATION OF A PROCLAMATION FOR POLICE WEEK -
POLICE DEPARTMENT.**

ATTACHMENTS:

6. ORGANIZATIONAL BUSINESS.

**6.1. APPROVE THE MINUTES OF THE APRIL 13, 2023 CITY COUNCIL
MEETING - CITY MANAGER'S OFFICE.**

RECOMMENDATION: Approve.

ATTACHMENTS: April 13, 2023 City Council Meeting Minutes

6.2. APPROVE THE RETIREMENT BENEFITS FOR MERILEE MESCHEFSKE, ASSISTANT DIRECTOR OF PARKS AND RECREATION - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: Merilee Meschefske has been an employee of the City of Columbia for 13 years. Her effective retirement date is May 14, 2023 with pension payments to begin on June 1, 2023.

ATTACHMENTS: Staff Report retirement

6.3. APPROVAL OF COUNCIL'S APPOINTMENT TO THE CITY OF COLUMBIA HOUSING BOARD OF ADJUSTMENTS/APPEALS FOR A THREE-YEAR TERM EXPIRING ON MAY 11, 2026 - ADMINISTRATION.

RECOMMENDATION: Approve.

ATTACHMENTS:

7. CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF MARCH 2023 IN THE AMOUNT OF \$5,265,708.37 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: March 2023 Disbursements

7.2. APPROVE PROFESSIONAL SERVICES PROPOSAL WITH HENDERSON, HUTCHERSON AND MCCULLOUGH FOR ANNUAL AUDITING SERVICES - FINANCE.

RECOMMENDATION: Approve professional services proposal with Henderson, Hutcherson and McCullough for auditing services for the next three (3) fiscal years.

INFORMATION: The City Council first awarded a three-year audit contract to Henderson, Hutcherson and McCullough on April 13, 2017 for auditing services beginning with the fiscal year ending June 30, 2017 in the fixed amount of \$40,750. On January 9, 2020, the

City Council awarded them an additional three-year audit contract in the amount of \$44,700.

It is again recommended that the City Council consider approving a professional services proposal for auditing services with Henderson, Hutcherson and McCullough for the fiscal year ending June 30, 2023 with the option to renew for FY 2024 and FY 2025 subject to funding and annual Council approval of the auditing contract. The fees for FY 2023 are set at \$46,500 with applicable out of pocket costs not to exceed \$2,500.

CERTIFICATION: Traditionally, the city will propose funding for auditing services in the next year's budget proposal. The FY 2024 budget proposal includes proposed funds for auditing services totaling \$31,620 in General City Admin - Auditing Services, \$3,255 in Sanitation - Auditing Services, and \$11,625 in Wastewater - Auditing Services, along with \$2,500 in General City Admin - Auditing Services for out of pocket costs if applicable.

ATTACHMENTS: Staff Report Auditors, City of Columbia Audit Proposal Letter

7.3. APPROVE PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE THIRD QUARTER OF FY 2023 \$50,000 - FINANCE.

RECOMMENDATION: Approve.

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

The 2016 contract extension terminated on October 2, 2018. The City's FY 2022 budget includes \$200,000 for the City's contribution towards facility operations, or \$50,000 per quarter. An invoice has been received for the second quarter of FY 2022, which exceeds \$50,000. The invoice and supporting documentation have been

reviewed by the Finance.

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

ATTACHMENTS: Staff Report Animal Services Facility, Animal Shelter FY 2022-2023 Quarter 3 Invoice

7.4. APPROVE SOLE SOURCE PROCUREMENT OF PERSONAL PATROL VEHICLE FROM TRIKKE PROFESSIONAL MOBILITY IN THE AMOUNT OF \$26,424 - POLICE DEPARTMENT.

RECOMMENDATION: Approve the purchase of two (2) Trikke Defender 60v Personal patrol vehicles from Trikke Professional Mobility in the amount of \$26,424.

INFORMATION: Today's law enforcement environment requires officers to cover large areas without unnecessary physical strain while also being outside their patrol vehicles and engaging with pedestrian citizens in neighborhoods and community events. In an effort to fulfill this requirement, Columbia Police has always used Segway personal transport vehicles. The Segway company has gone out of business and is no longer able to provide parts, services, or new models. The department has spent months searching for options to replace the Segways we currently use for personal patrol transport. Trikke Defender 60v Personal patrol vehicle was the only option that fits this need.

Includes a Master Instructor Certification - Train the Trainer Instruction and Light Duty & Ongoing Maintenance Instruction – a 3-day course.

Funding for the Trikkes will come from the 2022 JAG Grant.

CERTIFICATION: The Chief Financial Officer certifies that \$26,424 is budgeted and unencumbered in Police - 2022 JAG Grant.

ATTACHMENTS: Staff Report Trikkes, Sole Source letter with Battery 2021, Trikke Estimate

7.5. APPROVE DONATING TEN OUTDATED KENWOOD RADIOS TO THE TENNESSEE LAW ENFORCEMENT TRAINING ACADEMY - POLICE DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: With an ongoing partnership between the Columbia Police Department and the Tennessee Law Enforcement Training Academy, the police department is requesting approval to donate a total of ten Kenwood radios that are outdated within the department, and they will be used for the purpose of active shooter training while officers are attending T.L.E.T.A.

ATTACHMENTS: Kenwood NX-300 Radio TLETA List, Staff Report Kenwood Radios

7.6. APPROVE MAYOR SIGNING AMENDMENT WITH LOSE DESIGN IN THE AMOUNT OF \$4,250 FOR DESIGN AND ENGINEERING FEES - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve

INFORMATION: 2018 IBC requires an additional 2-hour rated fire separation between the new open air carport area and the existing building. This design was not included in the original drawings, requiring an additional fee of \$4,250 for an amended design.

CERTIFICATION: The Chief Financial Officer certifies that \$4,250 is budgeted and unencumbered in Streets - Admin-Improvements Other Than Buildings.

ATTACHMENTS: Staff Report Lose Amendment, Lose Amendment

7.7. RATIFY APPROVAL OF THE MAYOR EXECUTING A MUTUAL AID AGREEMENT WITH WAYNE COUNTY FOR DISASTER CLEANUP - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Wayne County requested mutual aid following the tornado disaster on April 03, 2023. City of Columbia Public Works employees deployed to the area on April 05 and April 10, 2023 to

assist with disaster clean up. This event has been declared by FEMA as disaster #4601, requiring signatures on the Mutual Aid agreement.

ATTACHMENTS: Staff Report Mutual Aid, Mutual Aid Memorandum of Agreement

7.8. APPROVE THE PAYMENT OF \$49,662.52 TO CUMBERLAND MACHINE COMPANY FOR THE REBUILD OF ONE OF THE GREENLICK SANITARY SEWER PUMP STATION PUMP. - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The quote from Cumberland Machine Company was the lowest of two quotes for the rebuild. IM&E Company and Columbia Machine opted to not reply with a bid.

CERTIFICATION: The Chief Financial Officer certifies that \$49,663 is budgeted and unencumbered in Wastewater - Pump Stations-Repairs.

ATTACHMENTS: Staff Report Greenlick Pump Rebuild, Cumberland Mach. #29097, John Bouchard & Sons GL pump

7.9. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE MULETOWN BASEBALL LEAGUE FOR THE 2023 SEASON - WARD 3 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Mule Town Baseball League is requesting their annual Non-Exclusive Use Permit with the City of Columbia to utilize Fairview Park T-Ball Fields and the Baseball Field for the 2023 season for practices and games.

The Mule Town Baseball League provides the youth of Columbia and Maury County with another venue to learn and enjoy the experience of playing baseball in an organized environment. In lieu of paying

user fees, the Mule Town Baseball League will be responsible for preparing the field for practice and league games.

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

ATTACHMENTS: Staff Report Muletown Baseball, Muletown Baseball Non-Exclusive Use and Occupancy Permit 2023, Mule Town Baseball League insurance

7.10. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA AMERICAN LITTLE LEAGUE FOR THE 2023 SEASON - WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Columbia American Little League is requesting an annual Non-Exclusive Use Permit with the City of Columbia to use Buck Davis Field at Eva Gilbert Park for their practices and games for the 2023 season. Once approved, the permit will cover their annual facility needs.

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

ATTACHMENTS: Staff Report Little League, Columbia American Little League Non-Exclusive Use and Occupancy Permit, Columbia American Insurance 2023

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

RECOMMENDATION: Approve.

INFORMATION: The Columbia Soccer Association is requesting the renewal of their annual Non-Exclusive Use and Occupancy Permit to utilize Cook Soccer Park and the Ridley Sports Complex soccer fields for the 2023 season. As in past years, in lieu of paying user fees, Columbia Soccer Association agrees to absorb expenditures to provide all turf management required to maintain the immediate playing surfaces at Cook Soccer Park; mowing, trimming, fertilization, weeding and marking fields for play. The Association will also assist with the litter pick up and janitorial upkeep as required for the restrooms and park areas near the fields. The City will maintain the park features up to the perimeter of each playing field.

ATTACHMENTS: Columbia Soccer Association Non-Exclusive Use and Occupancy Permit with insurance, Staff Report Soccer

7.12. APPROVE THE PURCHASE OF A TRACTOR AND EQUIPMENT IN THE AMOUNT OF \$62,719.03 USING SOURCEWELL CONTRACT - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Parks and Recreation Department is seeking to purchase a Kubota 4-wheel drive tractor with attachments and a Land Pride Rotary Cutter via the Sourcewell contract. This is part of the 2024 CERP Replacements with funds generated from the current year 2023. The early replacement was discussed as part of the Strategic Planning for the Parks and Recreation Department. This equipment will reduce the department's mowing by one day.

CERTIFICATION: The Chief Financial Officer certifies that \$62,720 is budgeted and unencumbered in Recreation - Maintenance - Machinery/Auto.

ATTACHMENTS: Staff Report Kubota, Kubota quote to match Sourcewell contract, Sourcewell contract for Kubota

7.13. APPROVE THE MAYOR EXECUTING THE HOLD HARMLESS AGREEMENT WITH TJ CROWELL PROPERTIES LLC - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: TJ Crowell Properties LLC is requesting permission to construct an ADA compliant ramp and landing in the City's right-of-way to access the building located at 106 East Main Street. By executing this agreement TJ Crowell Properties LLC desires to hold harmless the City of Columbia from any claims and/or litigation arising out of TJ Crowell Properties LLC use of the property.

ATTACHMENTS: Staff Report Hold Harmless, Hold Harmless Agreement TJ Crowell Properties LLC

7.14. APPROVE THE MAYOR EXECUTING THE FORM TO APPROVED OFFER FOR TRACTS 1, 3 & 4 FOR SLOPE AND CONSTRUCTION EASEMENTS NEEDED TO CONSTRUCT THE IRON BRIDGE, BRIDGE REPLACEMENT OVER LYTLE CREEK - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: In following federal and state requirements, these tracts were appraised and verified in order to obtain needed slope and construction easements for construction of the Iron Bridge, bridge replacement. The estimated monies required for Tract 1 is \$1,350 and for Tracts 3&4 is \$16,325 for a total of \$17,675. These amounts could be negotiated within federal and state guidelines.

CERTIFICATION: The Chief Financial Officer certifies that \$17,675 is budgeted and unencumbered in Capital Projects - Iron Bridge repair.

ATTACHMENTS: Iron Bridge Tract 1 Appraisal FINAL, Tract 1 Form 2 and Appraisal Review, Tract 3-4 Appraisal FINAL, Tract 3-4 Form 2 and Appraisal Review

7.15. RATIFY CUSTOMER SERVICE AGREEMENT WITH CINTAS FOR UNIFORM, JANITORIAL & LINEN RENTALS - CITY WIDE - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: Cintas has requested the City approve the updated terms and conditions for the Customer Service Agreement. Pricing has not changed.

ATTACHMENTS: Staff Report Ratify Cintas, Amended Cintas Agreement

7.16. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PURCHASE AGREEMENT IN THE AMOUNT OF \$7,770 AND MAINTENANCE AGREEMENT IN THE AMOUNT OF \$.0075 PER BLACK & WHITE COPY AND \$.045 PER COLOR COPY BILLED QUARTERLY WITH BETTER BUSINESS SOLUTIONS FOR ONE SHARP BP-70C55 COPIER SYSTEM - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The current copier system on the third floor is outdated and parts can no longer be ordered for it. Due to the immediate need for a copier system, an emergency purchase has been initiated with Better Business Solutions, which we are currently using.

CERTIFICATION: The Chief Financial Officer certifies that monies are budgeted and unencumbered in General City Admin-Misc-Other Services for a copier.

ATTACHMENTS: Staff Report Better Business Solutions, BBE Solutions Copier Agreement

8. ADMINISTRATION.

9. RESOLUTIONS.

9.1. RESOLUTION NO. 23-28 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-28.

INFORMATION: The City Recorder is presenting tax corrections through 4/21/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report; Resolution No. 23-28; Tax Corrections.

ATTACHMENTS: Staff Report Template for Council Agenda Items May 2023, Resolution No. 23-28 w/attachment

9.2. RESOLUTION NO. 23-30 - A RESOLUTION TO ADOPT AN OFFICIAL FLAG FOR THE CITY OF COLUMBIA - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-30.

INFORMATION: The City of Columbia wishes to adopt an official city flag, an important symbol of community and leadership that builds pride and loyalty.

ATTACHMENTS: Staff Report Resolution No. 23-30, Resolution No. 23-30, Winning Flag Design

9.3. RESOLUTION NO. 23-31 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING 501 CHEAIRS CIRCLE AND ABANDON 108 LINEAR FEET OF THE EXISTING LINE - WARD 5 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-31.

INFORMATION: The Resident at 501 Cheairs Circle re-routed the sanitary sewer line through his property to allow him to build an addition on to the front of his house. Also, the Department is abandoning 108 linear feet of the existing sewer line to allow construction. The Wastewater Department has completed all necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 23-31, Resolution No. 23-31, Resolution No. 23-31 Letter

9.4. RESOLUTION NO. 23-32 - A RESOLUTION TO ACCEPT A DONATION FROM F3 MULETOWN OF A PIN OAK TREE VALUED IN THE AMOUNT OF TWO HUNDRED SIXTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (\$268.88) TO BE PLANTED IN THE

SAME AREA TO REPLACE THE ONE THAT FELL IN WOODLAND PARK. - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-32.

INFORMATION: The City of Columbia is requesting to receive a donation from F3 Muletown in the amount of two hundred sixty-eight dollars and eighty-eight cents (\$268.88) to be planted in the same area to replace the one that fell in Woodland Park.

ATTACHMENTS: Staff Report Resolution No. 23-32, Resolution No. 23-32, Donation correspondence-receipt

10. ORDINANCES.

10.1.2ND CONSIDERATION OF ORDINANCE NO. 4459 AS AMENDED - 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 as amended on second 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.

The City is adding the positions of Assistant City Planner, Grade 35, Engineer II, Grade 38, and Engineering Inspector, Grade 31 to Development Services Department; and Marketing Coordinator, Grade 25 to Tourism and Marketing.

ATTACHMENTS: Staff Report Ordinance No. 4459, Ordinance No. 4459 as amended, Ordinance 4459 Exhibit A as amended

10.2.1ST CONSIDERATION OF ORDINANCE NO. 4456 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF TAX MAP 112 PARCEL 9, LOCATED AT 6150 TROTWOOD AVENUE FROM CD-2 (RURAL CHARACTER DISTRICT) TO PUD-R (PLANNED UNIT DEVELOPMENT - RESIDENTIAL) AND ESTABLISH JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4456 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting to rezone a portion of the aforementioned property for the future development of residential homes as part of the proposed Old Zion Road Planned Unit Development subdivision consisting of 765 homes on 415 acres. The Planning Commission reviewed this request and recommended approval with a vote of 4-2 at the April 12, 2023 meeting.

ATTACHMENTS: Staff Report Ordinance No. 4456, Ordinance No. 4456, Ordinance No. 4456 Exhibit A, Ordinance No. 4456 Exhibit B, Ordinance No. 4456 Updated Development Service Staff Report, Ordinance No. 4456 Development Services Staff Report

10.3.1ST CONSIDERATION OF ORDINANCE NO. 4457 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED AT 6150 TROTWOOD AVENUE BEING A PORTION OF TAX MAP 112 PARCEL 9 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) AND ESTABLISH JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4457 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting a portion of property be annexed and zoned for a Planned Unit Development residential development known as Old Zion Road PUD. Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.

ATTACHMENTS: Staff Report Ordinance No. 4457, Ordinance No. 4457, Ordinance No. 4457 Exhibit A, Ordinance No. 4457 Exhibit B, Ordinance No. 4457 Updated Development Services Staff Report, Ordinance No. 4457 Development Services Staff Report

10.4.1ST CONSIDERATION OF ORDINANCE NO. 4458 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTIES BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED AT TAX MAP 112 PARCELS 2.03 AND 10.01, OFF TROTWOOD AVENUE AND OLD ZION ROAD TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) AND ESTABLISH JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4458 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting the aforementioned properties be zoned upon annexation to a Planned Unit Development Residential classification as part of the Old Zion Road PUD subdivision proposed. The Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.

ATTACHMENTS: Staff Report Ordinance No. 4458, Ordinance No. 4458, Ordinance No. 4458 Exhibit A, Ordinance No. 4458 Exhibit B, Ordinance No. 4458 Updated Development Services Staff Report, Ordinance No. 4458 Development Services Staff Report

10.5.1ST CONSIDERATION ON ORDINANCE NO. 4460 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED OFF OLD ZION ROAD, BEING A PORTION OF TAX MAP 112 PARCEL 10.07 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) AND ESTABLISH JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4460 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting a portion of the aforementioned property be zoned to PUD-R upon annexation as part of the proposed Old Zion Road Planned Unit Development subdivision which will consist of 765 lots on 415 acres. The Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.

ATTACHMENTS: Staff Report Ordinance No. 4460, Ordinance No. 4460, Ordinance No. 4460 Exhibit A, Ordinance No. 4460 Exhibit B, Ordinance No. 4460 Updated Development Services Staff Report, Ordinance No. 4460 Development Services Staff Report

10.6.1ST CONSIDERATION OF ORDINANCE NO. 4461 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE OLD ZION ROAD PUD PRELIMINARY MASTER PLAN LOCATED OFF TROTWOOD AVENUE AT TAX MAP 112 PARCELS 2.03, 9, 10.01, AND 10.07 AND ESTABLISH JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4461 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting approval of the preliminary master plan for the Old Zion Road Planned Unit Development. The development will consist of 764 new residential lots that vary in three lot widths and with one existing lot on a total of 415 acres that will be developed in a multitude of phasing with 45% of the site being open space. Amenities include three (3) miles of walking trails, playgrounds, a pool, and dog park area. There was discussion on the possible connection between Ashwood Manor Subdivision and this development with no connection being proposed at this time. The Planning Commission reviewed this request at the April 12, 2023 meeting and recommended approval by a vote of 4-2.

ATTACHMENTS: Ordinance No. 4461, Ordinance No. 4461 Exhibit A, Ordinance No. 4461 Exhibit B, Ordinance No. 4461 Updated Development Services Staff Report, Ordinance No. 4461 Development Services Staff Report

10.7.1ST CONSIDERATION OF ORDINANCE NO. 4462 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING MOBILE VENDING AND ESTABLISHING JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4462 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: Amendments may be recommended due to circumstances over a time period. Columbia established mobile vending under the Zoning Ordinance in 2018 and since that time, it has been identified in Strategic Planning to be an item for review. Staff consulted surrounding areas for their regulations and also consulted with local vendors to provide suggested amendments. Also being a part of this zoning ordinance amendment is the establishment of food truck court regulations. Planning Commission then reviewed the various

proposed amendments and at the April 12, 2023 meeting recommended approval of the attached by a vote of 6-0.

ATTACHMENTS: Staff Report Ordinance No. 4462, Ordinance No. 4462, Ordinance No. 4462 Exhibit A, Ordinance No. 4462 Exhibit B, Ordinance No. 4462 Updated Development Services Staff Report 042323

10.8.1ST CONSIDERATION OF ORDINANCE NO. 4463 – AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2023 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00 AND ESTABLISH THE DATE OF JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4 - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4463 on first consideration and establish the date of June 8, 2023 as the date of Public Hearing.

INFORMATION: Annually, the City Council adopts the property tax rate by Ordinance. This proposed Ordinance calls for the tax rate of \$0.8251 per \$100.00 of assessed value for the 2023 City taxes.

ATTACHMENTS: Staff Report Ordinance No. 4463, Ordinance No. 4463

10.9.1ST CONSIDERATION OF ORDINANCE NO. 4464 – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2023 THROUGH JUNE 30, 2024 AND ESTABLISH JUNE 8, 2023 AS THE DAY OF PUBLIC HEARING - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4464 on first consideration and establish the date of June 8, 2023 as the date of Public Hearing.

INFORMATION: Each year, pursuant to the City Charter, the City Council considers the formal adoption of the City budget through an appropriation ordinance for the coming year. The proposed budget was delivered to the City Council at the May 4th study session. The Wastewater budget was presented to the City Council in April in one-on-one session. One-on-one meetings were held for review of other departments and funds in advance of first consideration. Additional meetings will be scheduled as necessary. A Public

Hearing is required prior to second consideration and will be scheduled for June 8, 2023. Required publication of the tentative Appropriation Ordinance was made in the Columbia Daily Herald on April 30, 2023.

Per past practice, the City Council is being requested to advance the Appropriation Ordinance for the upcoming fiscal year based upon the appropriations listed in the proposed budget. The total proposed budget is \$80,428,968.

Second consideration and final adoption of the proposed ordinance is tentatively scheduled for June 8, 2023.

ATTACHMENTS: Staff Report Ordinance No. 4464, Ordinance No. 4464

10.10.1ST CONSIDERATION OF ORDINANCE NO. 4465 - AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2023-2024 FISCAL YEAR - HUMAN RESOURCES.

RECOMMENDATION: Approve Ordinance No. 4465 on first consideration.

INFORMATION: Each year, the City Council passes a Classification and Pay Ordinance for the next fiscal year. The City of Columbia contracted Burris, Thompson and Associates to conduct a comprehensive classification study. City jobs have been revised by City Departments and reviewed by Burris, Thompson and Associates. This will take effect July 1, 2023 and pay adjustments will be implemented in the pay period in which July 1, 2023 occurs.

The following additional changes are being made:

1. The City's jobs have been revised by City department directors and reviewed pursuant to a comprehensive study by Burris, Thompson and Associates.
2. The City's pay range structure has been reviewed and adjusted from numerical pay grades to alphabetical pay grades

and new pay ranges have been proposed.

3. The goal of this effort is to provide a pay structure to attract and retain highly qualified employees to provide quality services to the community.

4. Full implementation of the Classification and Compensation Plan will be implemented with the adopted Budget for the 2023-2024 Fiscal Year which will incorporate the recommended adjustments pursuant to the study referenced above and will raise pay for all employees that are not in their market pay range.

ATTACHMENTS: Staff Report Ordinance No. 4465, Ordinance No. 4465, Ordinance No. 4465 Exhibit A, Ordinance No. 4465 Exhibit B

10.11.1ST CONSIDERATION OF ORDINANCE NO. 4466 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 BUDGET ORDINANCE NO. 4404 PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, AND WASTEWATER FUNDS - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4466 on first consideration and approve June 8th at the date of public hearing.

INFORMATION: The proposed ordinance is the third amendment to the FY 2023 Appropriation Ordinance, impacting the Sanitation and Wastewater Funds and several departments within the General Fund.

Within this budget amendment, the following items are included:

Appropriation of funds for step 1 of the pay plan approved May 11, 2023, which totals \$364,258 in General, \$20,864 in Sanitation and \$47,394 in Wastewater,

Budget SAFER Grant in Fire totaling \$174,833 for three (3) new firefighter positions,

Budget \$3,000 in HR for a new scanner for document imaging.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2023 by \$610,349 to \$91,572,882.

ATTACHMENTS: Staff Report Ordinance No. 4466, Ordinance No. 4466, Ordinance No. 4466 Supporting Documents, Ordinance No. 4466 Summary Sheet

10.12.1ST CONSIDERATION OF ORDINANCE NO. 4467 - AN ORDINANCE TO AMEND TITLE 17, CHAPTER 1, SECTION 17-108 OF THE COLUMBIA MUNICIPAL CODE, THE SAME BEING THE SCHEDULE OF FEES FOR THE COLLECTION OF GARBAGE AND REFUSE WITHIN THE CORPORATE LIMITS OF THE CITY OF COLUMBIA, TENNESSEE AND ESTABLISH THE DATE OF JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING. - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4467 on 1st consideration and establish the date of June 8, 2023 as the date of Public Hearing.

INFORMATION: It is recommended the City sanitation fee be increased by \$3.00 to address increasing costs for providing this service.

ATTACHMENTS: Staff Report Ordinance No. 4467, Ordinance No. 4467

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 - POLICE DEPARTMENT.

ATTACHMENTS:

April 13, 2023 - 5:30 PM

PUBLIC HEARINGS

Item 1. - **PUBLIC HEARING ON ORDINANCE NO. 4455 - AN ORDINANCE AMENDING PLANNING AND ENGINEERING FEES OF THE CITY OF COLUMBIA, TENNESSEE - CITYWIDE.**

There being no one present to speak on the Public Hearing on Ordinance No. 4455, Council Member Coleman moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CALL TO ORDER/ROLL CALL

Mayor Chaz Molder called the meeting to order, pursuant to proper public notice having been given. Present were City Manager Tony Massey, City Attorney Tim Tisher, Assistant City Recorder Kim Dale and Recording Secretary Liz Bermudez. City Recorder Thad Jablonski was absent.

INVOCATION BY RICK ELSEY OF THE CHURCH AT WEST END

Rick Elsey of the Church at West End offered the invocation.

PLEDGE OF ALLEGIANCE

Council Member Marshall led the Pledged of Allegiance.

APPROVAL OF AGENDA

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

All Council Members present voted aye.

PRESENTATIONS

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE AS AMENDED THE FEBRUARY 9, 2023 CITY COUNCIL MEETING MINUTES**

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

All Council Members present voted aye.

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

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

Council Member Greene moved to approve the minutes of the March 9, 2023 City Council Meeting. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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

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

All Council Members present voted aye.

Item 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

Council Member Coleman moved to approve the appointment of Lacey Samuel to the City of Columbia Arts Council for a three-year term expiring on April 13, 2026. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Greene moved to 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. Council Member Marshall 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.

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

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

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

July 14, 2022 - 5:30 PM

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

Item 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.

Item 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

Item 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

Item 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

Item 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

Item 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

Item 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.

Item 7.12. - 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

Item 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

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Item 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

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

Item 7.16. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN BOTH THE MEDICAL SERVICES AND BUSINESS ASSOCIATE AGREEMENTS WITH MAURY REGIONAL HOSPITAL

Item 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

Item 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

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

ADMINISTRATION

RESOLUTIONS

Item 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

Council Member Greene moved to approve Resolution No. 23-18. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Marshall moved to approve Resolution No. 23-19. Council Member Greene seconded the motion.

All Council Members present voted aye.

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

Council Member Marshall moved to approve Resolution No. 23-20. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Coleman moved to approve Resolution No. 23-21. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Greene moved to approve Resolution No. 23-22. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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

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

All Council Members present voted aye.

Item 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

Council Member Coleman moved to approve Resolution No. 23-24. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

Council Member Coleman moved to approve Resolution No. 23-25. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.9. - **RESOLUTION NO. 23-26 - TAX CORRECTIONS**

Council Member Marshall moved to approve Resolution No. 23-26. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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**

Council Member Coleman moved to approve Resolution No. 23-27. Council Member Greene seconded the motion.

All Council Members present voted aye.

ORDINANCES

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

Council Member Marshall moved to approve Ordinance No. 4455 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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**

Council Member Greene moved to approve Ordinance No. 4459 on first consideration. Council Member Marshall seconded the motion. Mayor Molder asked for an explanation of this process. City Manager Massey advised this is the first step regarding compensation with a 5% raise for all employees that will go into effect June 1st. Mr. Massey advised next month the pay study will be on the agenda for first consideration and should take effect in July. Mayor Molder said he appreciated the presentation that was made at the study session, and it was troubling seeing where the city stood in being under market. Mayor Molder said the pay study will take the 73% of employees that are under market to zero employees being under market. Mayor Molder advised if this is approved, there will be a cumulative of a 22% increase in employees salaries over the years and even though this is a significant budget item, it could have been more if not for those increases over the years. Mayor

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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Molder said he is proud to support this piece of the implementation plan and he appreciates the City employees.

All Council Members present voted aye.

OTHER BUSINESS

Mayor this is the first time met since the Covenant School Shooting in Nashville, it is a tragedy but it allows us to appreciate law enforcement and first responders. Another successful Mule Day, huge crowd. Few went to Washington DC, good trip met with Senator Blackburn. Good Planning Commission Meeting last night Chief Alsup's 25 year anniversary with the City.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Council Member Greene moved adjourn the meeting. Council Member Coleman seconded the motion. All members present voted aye. The meeting adjourned at 05:54 PM. Council went into Executive Session after the adjournment.

UPCOMING EVENTS

Item 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

Tara Ferry, Human Resources Generalist, tferry@columbiatn.com, (931) 560-1572

AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR MERILEE MESCHEFSKE,
ASSISTANT DIRECTOR OF PARKS AND RECREATION

RECOMMENDATION: Approve.

INFORMATION: Merilee Meschefske has been an employee of the City of Columbia for 13 years. Her effective retirement date is May 14, 2023 with pension payments to begin on June 1, 2023.

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING MARCH 31, 2023

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	3,514,353.85	91,640.44	1,965,338.08	1,457,375.33
Sanitation Fund	383,723.08	4,930.64	99,685.50	279,106.94
Wastewater Fund	595,690.59	10,872.80	219,085.10	365,732.69
Street & Transportation Fund				-
State Street Aid	56,030.66	-		56,030.66
Drug Fund	836.17			836.17
Debt Service Fund	400.00			400.00
Capital Projects Fund	317,491.36			317,491.36
Sewer Revenue & Tax Bond Issue	-			-
Sewer Impact Fee #2	-			-
Insurance Fund	392,582.66	252,714.00		139,868.66
2017 GO Public Imp Bonds	-			-
2010 GO Bond Issue	-			-
Cleary Construction Escrow	-			-
Industrial Development Board	4,600.00	-	-	4,600.00
	\$ 5,265,708.37	\$ 360,157.88	\$ 2,284,108.68	\$ 2,621,441.81

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 3/1/2023 - 3/31/2023**

GENERAL FUND

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131455	3/1/2023	Ace Hardware	\$258.98
131456	3/1/2023	Columbia Paint & Wallcover	\$50.42
131457	3/1/2023	Columbia Power & Water Systems	\$18,188.11
131458	3/1/2023	Rippey Auto Parts Co Inc	\$156.00
131459	3/1/2023	Duck River Electric	\$58.06
131460	3/1/2023	B's Tees	\$1,965.75
131461	3/1/2023	Ritco Inc	\$6,534.10
131462	3/1/2023	Rogers Group Inc	\$5,555.28
131463	3/1/2023	Dell Marketing L P	\$365.23
131464	3/1/2023	Robert J Young Company LLC	\$18.70
131465	3/1/2023	C.W. Nielsen Mfg. Corp	\$260.00
131466	3/1/2023	IIA Lifting Services, Inc	\$1,200.00
131467	3/1/2023	Break Time Services	\$189.00
131468	3/1/2023	Southern Software Inc	\$7,046.00
131469	3/1/2023	Vulcan Materials Co	\$375.07
131470	3/1/2023	Brindlee Mountain Fire Apparatus	\$656.26
131471	3/1/2023	UniFirst Corporation	\$716.12
131472	3/1/2023	McNeece Service Company	\$3,470.00
131473	3/1/2023	D & D Towing & Recovery	\$100.00
131474	3/1/2023	Atmos Energy	\$4,125.11
131475	3/1/2023	Preventia Security	\$693.85
131476	3/1/2023	Global Industrial	\$99.95
131477	3/1/2023	Hughes McDaniel & Associates	\$3,250.00
131478	3/1/2023	ServiceMaster By Stechyn & Son	\$101,094.75
131479	3/1/2023	SRM Concrete	\$795.00
131480	3/1/2023	Choice Screening	\$120.00
131481	3/1/2023	State Systems, LLC	\$600.00
131482	3/1/2023	Copycats Print Services Llc	\$65.00
131483	3/1/2023	Needle And Grain	\$85.00
131484	3/1/2023	Maury County 911	\$27,670.28
131485	3/1/2023	Tristar Bank	\$6,364.70
131486	3/1/2023	Summit Uniforms	\$96.39
131487	3/1/2023	Waypoint Business Solutions	\$3,489.00
131488	3/1/2023	Firstnet Services Provided By AT&T Mobility	\$1,151.91
131489	3/1/2023	Verizon Wireless 01	\$169.42
131490	3/1/2023	Verizon Wireless 03	\$41.80
131491	3/1/2023	Verizon Wireless 09	\$88.60
131492	3/1/2023	Line to Line LLC	\$750.00
131493	3/1/2023	Freedom Hill Land Management	\$11,184.58
131494	3/1/2023	Visual Media Co LLC	\$300.00
131495	3/1/2023	Spectrum Enterprise	\$989.00
131496	3/1/2023	Southeastern Shirt Corp.	\$135.10
131497	3/1/2023	WilcoLocal Media	\$450.00
131498	3/1/2023	Wells Fargo Financial Leasing, Inc	\$134.25
131499	3/1/2023	Ford of Columbia	\$1,220.14
131500	3/1/2023	Beard Equipment Company, Inc.	\$1,537.18
131501	3/1/2023	IncStores LLC	\$22,799.30
131502	3/1/2023	Eric Solano	\$227.23
131503	3/1/2023	Rebecca N Thompson	\$75.00
131504	3/3/2023	Maury Co Senior Citizens	\$37,000.00
131505	3/9/2023	Ace Hardware	\$163.89
131506	3/9/2023	Columbia Power & Water Systems	\$17,738.63

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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GENERAL FUND

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131507	3/9/2023	Communications Services, Inc.	\$661.87
131508	3/9/2023	Morgan Brothers Electric Inc	\$1,085.29
131509	3/9/2023	Tn Dept Of Revenue	\$761.93
131510	3/9/2023	TN Dept Of Safety	\$96.90
131511	3/9/2023	Maury Co United Way	\$494.00
131512	3/9/2023	Columbia Oil Company Inc	\$7,541.77
131513	3/9/2023	Stoltz Printing Co	\$39.50
131514	3/9/2023	Neel-Schaffer	\$8,685.00
131515	3/9/2023	Kenneth Lovett	\$5.50
131516	3/9/2023	AT&T	\$1,421.62
131517	3/9/2023	Southern Pipe And Supply Co	\$507.39
131518	3/9/2023	AT&T	\$70.52
131519	3/9/2023	Pioneer Manufacturing Company	\$1,977.94
131520	3/9/2023	Maury County Solid Waste	\$275.00
131521	3/9/2023	Rogers Group Inc	\$787.32
131522	3/9/2023	Dell Marketing L P	\$17,805.15
131523	3/9/2023	NexAir LLC	\$37.29
131524	3/9/2023	Sharon Howell	\$100.00
131525	3/9/2023	Lose Design - Lose & Associates, Inc	\$14,890.00
131526	3/9/2023	Southern Computer Warehouse	\$225.34
131527	3/9/2023	Joey Norman	\$506.32
131528	3/9/2023	Break Time Services	\$91.00
131529	3/9/2023	State Of TN Attn: Lily White	\$375.25
131530	3/9/2023	State Of TN Dept Of Revenue	\$28.50
131531	3/9/2023	Columbia Firefighter Assn	\$505.00
131532	3/9/2023	Brindlee Mountain Fire Apparatus	\$705.00
131533	3/9/2023	Dannie Holmes Catering	\$4,143.00
131534	3/9/2023	Trigreen Equipment	\$339.52
131535	3/9/2023	UniFirst Corporation	\$2,141.85
131536	3/9/2023	J & M Supply Solutions	\$313.01
131537	3/9/2023	Ladd's	\$259.04
131538	3/9/2023	D & D Towing & Recovery	\$175.00
131539	3/9/2023	Preventia Security	\$237.00
131540	3/9/2023	Advanced Turf Solutions Inc	\$252.54
131541	3/9/2023	Chris Nabors	\$325.00
131542	3/9/2023	Shane Jackson	\$325.00
131543	3/9/2023	SRM Concrete	\$1,577.00
131544	3/9/2023	State Systems, LLC	\$94.00
131545	3/9/2023	Leaf	\$643.00
131546	3/9/2023	Colonial Life	\$6,830.97
131547	3/9/2023	Needle And Grain	\$1,402.50
131548	3/9/2023	Littlestone Group	\$1,000.00
131549	3/9/2023	Servant Fire Protection	\$1,018.50
131550	3/9/2023	Daniel W. Jaynes	\$300.00
131551	3/9/2023	John Howard Taylor	\$125.00
131552	3/9/2023	Fairfield By Marriott Columbia	\$4,704.00
131553	3/9/2023	Hutton Advertising LLC	\$4,995.00
131554	3/9/2023	LanLink Communications, LLC	\$1,088.52
131555	3/9/2023	Simplot Turf & Horticulture	\$605.40
131556	3/9/2023	SiteOne Landscape Supply LLC	\$151.42
131557	3/9/2023	Swift Repairs	\$777.65
131558	3/9/2023	Pagefreezer Software, Inc	\$4,356.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 3/1/2023 - 3/31/2023**

GENERAL FUND

PAGE 3

131559	3/9/2023	Volunteer Paving LLC	\$659.65
131560	3/9/2023	Quality Management Services, LLC	\$8,634.26
131561	3/9/2023	Verizon Connect	\$322.15
131562	3/9/2023	Southern Duplicating of Middle Tennessee	\$736.78
131563	3/9/2023	Holston Gases	\$3,875.00
131564	3/9/2023	Randall J Graber	\$125.00
131565	3/9/2023	Candace Benefield	\$100.00
131566	3/9/2023	Dominion Window Washing	\$40.00
131567	3/9/2023	Guerra's Painting	\$1,515.00
131568	3/9/2023	Firefly Essentials, LLC	\$63.00
131569	3/9/2023	Wells Fargo Financial Leasing, Inc	\$231.54
131570	3/9/2023	BCAC Ventures	\$11.22
131571	3/9/2023	Lennar Homes of Tennessee, LLC	\$1,359.38
131572	3/9/2023	Comfort Suites	\$2,356.20
131573	3/9/2023	Arthur David Hollis	\$125.00
131574	3/9/2023	Gary Holman	\$200.00
131575	3/9/2023	John R West Jr	\$325.00
131576	3/15/2023	Ace Hardware	\$128.56
131577	3/15/2023	AFLAC-Amer Family Life Assurance Co	\$275.44
131578	3/15/2023	Columbia Paint & Wallcover	\$23.34
131579	3/15/2023	Columbia Power & Water Systems	\$6,254.99
131580	3/15/2023	Jones & Lang Sporting Goods	\$1,760.00
131581	3/15/2023	Turner & Osborne Tire Co	\$68.54
131582	3/15/2023	Columbia Neon Co	\$2,985.00
131583	3/15/2023	Columbia Machine Works	\$231.61
131584	3/15/2023	Public Entity Partners	\$24,314.27
131585	3/15/2023	Pioneer Manufacturing Company	\$28.75
131586	3/15/2023	AmeriGas	\$103.81
131587	3/15/2023	Mail Call	\$1,733.37
131588	3/15/2023	Robert J Young Company LLC	\$178.22
131589	3/15/2023	Sunbelt Rentals Inc	\$134.65
131590	3/15/2023	Short Services Group dba Landscape Management Co	\$8,053.93
131591	3/15/2023	O'Reilly Auto Parts	\$133.86
131592	3/15/2023	Royal Flush Portables	\$190.00
131593	3/15/2023	State of Tennessee	\$340.00
131594	3/15/2023	Maury County Equipment	\$261.00
131595	3/15/2023	Parman Energy Group LLC	\$123.60
131596	3/15/2023	Mutual Of Omaha	\$11,780.95
131597	3/15/2023	UniFirst Corporation	\$576.01
131598	3/15/2023	Public Entity Partners	\$317,358.00
131599	3/15/2023	J & M Supply Solutions	\$156.77
131600	3/15/2023	Tri Star Energy	\$6,579.90
131601	3/15/2023	Atmos Energy	\$1,669.68
131602	3/15/2023	Preventia Security	\$345.00
131603	3/15/2023	Sigma Organics Inc	\$455.84
131604	3/15/2023	Jennifer Grisham	\$28,333.00
131605	3/15/2023	Combined Insurance, a Chubb Company	\$999.34
131606	3/15/2023	Certified Languages International	\$36.25
131607	3/15/2023	Copycats Print Services Llc	\$178.08
131608	3/15/2023	Maury Regional Medical Center	\$30.00
131609	3/15/2023	Bob's Trails, Trees & Gardens	\$800.00
131610	3/15/2023	Firstnet Services Provided By AT&T Mobility	\$5,494.32

**CITY OF COLUMBIA
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GENERAL FUND

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131611	3/15/2023	Reach Technologies	\$161.75
131612	3/15/2023	Apparel Masters of Tennessee	\$529.80
131613	3/15/2023	Corelogic Centralized Refunds	\$290.00
131614	3/15/2023	STS Distribution	\$1,040.00
131615	3/15/2023	Volunteer Paving LLC	\$167.48
131616	3/15/2023	Waynes Pest Control	\$530.00
131617	3/15/2023	Janet Weidner	\$180.00
131618	3/15/2023	SDS Weather	\$3,998.00
131619	3/15/2023	Hyper-Reach	\$9,200.00
131620	3/15/2023	C & C Bucket Truck and Tree Service	\$2,800.00
131621	3/15/2023	Beard Equipment Company, Inc.	\$1,270.28
131622	3/15/2023	George Vrailas	\$75.00
131623	3/15/2023	Carol A Liggett-Eastside Dry Cleaner	\$1,684.00
131624	3/15/2023	Mule Town Mulch and Rock	\$74.00
131625	3/15/2023	Patrick and Melissa Sullivan	\$108.00
131626	3/15/2023	Michael Kaslow	\$100.00
131627	3/17/2023	Kimberly Beare	\$4,000.00
131628	3/17/2023	Gary Dwayne Carter	\$125.00
131629	3/17/2023	Complete Forms Supply Co LLC	\$55.00
131630	3/17/2023	Rogers Group Inc	\$923.28
131631	3/17/2023	CMS Uniforms & Equipment	\$576.00
131632	3/17/2023	JayBird Portable Restrooms LLC	\$85.00
131633	3/17/2023	SRM Concrete	\$519.00
131634	3/17/2023	Chrysler Dodge Jeep Ram	\$240.00
131635	3/17/2023	Volunteer Paving LLC	\$80.58
131636	3/17/2023	Waynes Pest Control	\$55.00
131637	3/17/2023	Carol A Liggett-Eastside Dry Cleaner	\$856.00
131638	3/17/2023	Rosales Construction	\$1,000.00
131639	3/17/2023	Leia Smith	\$64.19
131640	3/24/2023	Columbia Power & Water Systems	\$7,379.75
131641	3/24/2023	Maury Co Government	\$13,766.61
131642	3/24/2023	Temple Inc	\$40.00
131643	3/24/2023	Maury Co Animal Shelter	\$50,000.00
131644	3/24/2023	Maury County Solid Waste	\$150.00
131645	3/24/2023	Dell Marketing L P	\$89,699.17
131646	3/24/2023	JJ's Barbeque	\$1,898.35
131647	3/24/2023	American Guttering	\$650.00
131648	3/24/2023	Best Cleaners	\$1,799.43
131649	3/24/2023	RTA (Regional Transit Authority)	\$4,169.00
131650	3/24/2023	UniFirst Corporation	\$232.23
131651	3/24/2023	Atmos Energy	\$2,631.46
131652	3/24/2023	Jennifer Grisham	\$28,333.00
131653	3/24/2023	Daily Herald (Ads)	\$2,262.85
131654	3/24/2023	Thad Jablonski	\$200.00
131655	3/24/2023	SRM Concrete	\$1,452.00
131656	3/24/2023	Maury County 911	\$27,670.28
131657	3/24/2023	Tristar Bank	\$6,364.70
131658	3/24/2023	Verizon Wireless 01	\$169.42
131659	3/24/2023	Verizon Wireless 09	\$88.60
131660	3/24/2023	William C Hargrove	\$3,000.00
131661	3/24/2023	PM Environmental, Inc	\$4,466.25
131662	3/24/2023	Muletown Rec	\$9,742.65

**CITY OF COLUMBIA
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131663	3/24/2023	Visual Media Co LLC	\$300.00
131664	3/24/2023	Firehouse Subs	\$788.76
131665	3/24/2023	Chaz Molder	\$102.25
131666	3/24/2023	Southeastern Shirt Corp.	\$65.20
131667	3/24/2023	Burris, Thompson & Associates	\$17,365.00
131668	3/24/2023	African-American Heritage Society of Maury County	\$104.00
131669	3/24/2023	Connie Massey	\$182.56
131670	3/24/2023	Ben Escue	\$114.96
131671	3/24/2023	Laura R Dial	\$75.00
131672	3/30/2023	Ace Hardware	\$594.90
131673	3/30/2023	Columbia Power & Water Systems	\$6,743.05
131674	3/30/2023	Jones & Lang Sporting Goods	\$497.97
131675	3/30/2023	Communications Services, Inc.	\$1,050.00
131676	3/30/2023	Morgan Brothers Electric Inc	\$118.10
131677	3/30/2023	Randolph Electronics	\$21.30
131678	3/30/2023	Rippey Auto Parts Co Inc	\$156.00
131679	3/30/2023	Maury Co United Way	\$494.00
131680	3/30/2023	NAFECO Inc	\$24,813.70
131681	3/30/2023	Jim's Auto Accessories Inc	\$8.16
131682	3/30/2023	Truckers Lighthouse	\$3,911.50
131683	3/30/2023	Ritco Inc	\$14,967.21
131684	3/30/2023	Maury Co Chancery Court	\$7.50
131685	3/30/2023	Rogers Group Inc	\$194.02
131686	3/30/2023	Robert J Young Company LLC	\$51.94
131687	3/30/2023	Sunbelt Rentals Inc	\$431.05
131688	3/30/2023	Gulf States Distributors Inc	\$1,485.30
131689	3/30/2023	Joey Norman	\$390.83
131690	3/30/2023	Wise Coaches	\$3,150.00
131691	3/30/2023	Break Time Services	\$256.25
131692	3/30/2023	Southern Software Inc	\$5,363.00
131693	3/30/2023	Unum Life Insurance Co Of Amer	\$4,947.00
131694	3/30/2023	Campbell & Due Real Estate	\$750.00
131695	3/30/2023	Columbia Firefighter Assn	\$490.00
131696	3/30/2023	Maury County Equipment	\$286.40
131697	3/30/2023	Parman Energy Group LLC	\$3,050.33
131698	3/30/2023	UniFirst Corporation	\$2,104.45
131699	3/30/2023	J & M Supply Solutions	\$1,458.75
131700	3/30/2023	Tri Star Energy	\$15,097.56
131701	3/30/2023	Columbia State Community Coll	\$200.00
131702	3/30/2023	Atmos Energy	\$435.57
131703	3/30/2023	Nathan Keeton	\$301.00
131704	3/30/2023	Rains Electric Co., Inc.	\$3,956.96
131705	3/30/2023	Daily Herald (Ads)	\$3,471.47
131706	3/30/2023	Nick Brown	\$301.00
131707	3/30/2023	Global Industrial	\$5,912.75
131708	3/30/2023	Chrysler Dodge Jeep Ram	\$555.00
131709	3/30/2023	Telecom Tower Group LLC	\$289.83
131710	3/30/2023	Summit Uniforms	\$583.10
131711	3/30/2023	Waypoint Business Solutions	\$112.50
131712	3/30/2023	Firstnet Services Provided By AT&T Mobility	\$1,198.54
131713	3/30/2023	SiteOne Landscape Supply LLC	\$462.99
131714	3/30/2023	Fence Company LLC (The)	\$3,880.00

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GENERAL FUND

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131715	3/30/2023	Line to Line LLC	\$495.00
131716	3/30/2023	Freedom Hill Land Management	\$11,534.58
131717	3/30/2023	Hanna Miller	\$301.00
131718	3/30/2023	T-Mobile	\$292.20
131719	3/30/2023	Professional Turfgrass Services	\$1,500.00
131720	3/30/2023	Wanda McClain	\$81.69
131721	3/30/2023	Amish Country Gazebos	\$7,068.00
131722	3/30/2023	C & C Bucket Truck and Tree Service	\$3,500.00
131723	3/30/2023	Revalue Fitness Equipment, LLC	\$2,825.29
131724	3/30/2023	Dell Marketing L P	\$268.00
131725	3/30/2023	Impressions	\$600.00
131726	3/30/2023	Colonial Life	\$10,010.29
131727	3/30/2023	Needle And Grain	\$170.00
131728	3/30/2023	Motorola Solutions Inc	\$62,850.00
131729	3/30/2023	Southern Roots Radio	\$1,800.00

Total Purchase Cards:	\$	100,953.74
Total Payroll Transfers:	\$	1,965,338.08
Total Misc. Transfers:	\$	91,640.44
Total Checks: 275	\$	<u>1,356,421.59</u>
Total:	\$	3,514,353.85

STATE STREET AID

7972	3/1/2023	Columbia Power & Water Systems	\$46.71
7973	3/1/2023	Swarco Industries LLC	\$777.44
7974	3/1/2023	Duck River Electric	\$59.46
7975	3/9/2023	Columbia Power & Water Systems	\$1,142.58
7976	3/9/2023	Advance Paving	\$25,700.00
7977	3/15/2023	Advance Paving	\$3,900.00
7978	3/15/2023	Firstnet Services Provided By AT&T Mobility	\$207.08
7979	3/24/2023	Columbia Power & Water Systems	\$10,831.07
7980	3/24/2023	Duck River Electric	\$210.00
7981	3/24/2023	TraStar Inc	\$1,020.00
7982	3/30/2023	Columbia Power & Water Systems	\$11,746.62

Total Purchase Cards:	\$	389.70
Total Misc. Transfers:	\$	-
Total Checks: 11	\$	<u>55,640.96</u>
Total:	\$	56,030.66

SANITATION

21898	3/1/2023	Columbia Power & Water Systems	\$22.12
21899	3/1/2023	Thompson Machinery	\$19.02
21900	3/1/2023	Robert J Young Company LLC	\$18.69
21901	3/1/2023	Atmos Energy	\$832.00
21902	3/1/2023	United Waste Haulers Of TN LLC	\$3,096.26
21903	3/1/2023	Choice Screening	\$40.00
21904	3/1/2023	Servant Fire Protection	\$558.20
21905	3/1/2023	Wells Fargo Financial Leasing, Inc	\$134.26

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SANITATION

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21906	3/1/2023	Wastebuilt Environmental Solutions, LLC	\$1,244.72
21907	3/9/2023	Columbia Power & Water Systems	\$908.89
21908	3/9/2023	Thompson Machinery	\$2,584.07
21909	3/9/2023	Columbia Oil Company Inc	\$21,886.54
21910	3/9/2023	Maury County Solid Waste	\$86,466.25
21911	3/9/2023	Break Time Services	\$14.00
21912	3/9/2023	UniFirst Corporation	\$690.03
21913	3/9/2023	United Waste Haulers Of TN LLC	\$7,776.09
21914	3/9/2023	Colonial Life	\$635.08
21915	3/9/2023	KS Supply Pressure Washer	\$795.00
21916	3/9/2023	Marshall County Solid Waste and Recycling	\$2,659.80
21917	3/15/2023	Public Entity Partners	\$2,260.78
21918	3/15/2023	Ramer Manufacturing Inc	\$916.75
21919	3/15/2023	Mutual Of Omaha	\$650.03
21920	3/15/2023	Public Entity Partners	\$34,260.00
21921	3/15/2023	Tri Star Energy	\$915.38
21922	3/15/2023	Combined Insurance, a Chubb Company	\$106.04
21923	3/24/2023	Maury County Solid Waste	\$76,446.15
21924	3/24/2023	United Waste Haulers Of TN LLC	\$12,711.29
21925	3/24/2023	Muletown Rec	\$1,102.94
21926	3/30/2023	Columbia Power & Water Systems	\$23.26
21927	3/30/2023	Robert J Young Company LLC	\$51.94
21928	3/30/2023	Unum Life Insurance Co Of Amer	\$538.40
21929	3/30/2023	UniFirst Corporation	\$695.02
21930	3/30/2023	United Waste Haulers Of TN LLC	\$2,160.22
21931	3/30/2023	Colonial Life	\$952.62

Total Purchase Cards:	\$	14,935.10
Total Payroll Transfers:	\$	99,685.50
Total Misc. Transfers:	\$	4,930.64
Total Checks: 34	\$	264,171.84
Total:	\$	383,723.08

WASTEWATER

47832	3/1/2023	Columbia Power & Water Systems	\$12,811.04
47833	3/1/2023	Ted's Sporting Goods	\$125.00
47834	3/1/2023	Columbia Oil Company Inc	\$141.40
47835	3/1/2023	AT&T	\$3,699.80
47836	3/1/2023	W W Grainger Inc	\$3,195.78
47837	3/1/2023	Southern Pipe And Supply Co	\$768.97
47838	3/1/2023	Southern Sales Co	\$649.04
47839	3/1/2023	Dell Marketing L P	\$2,913.57
47840	3/1/2023	WM CORPORATE SERVICES, INC	\$23,799.29
47841	3/1/2023	Vulcan Materials Co	\$1,018.69
47842	3/1/2023	Stuart C Irby Co	\$727.36
47843	3/1/2023	UniFirst Corporation	\$336.22
47844	3/1/2023	Atmos Energy	\$97.89
47845	3/1/2023	Preventia Security	\$171.00
47846	3/1/2023	William E Farris	\$125.00
47847	3/1/2023	Tidewater Products, Inc	\$8,942.70

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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WASTEWATER

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47848	3/1/2023	IDEXX Distribution, Inc.	\$1,199.08
47849	3/1/2023	Choice Screening	\$20.00
47850	3/1/2023	Waypoint Analytical, LLC	\$68.00
47851	3/1/2023	VOID-VOID-VOID	\$0.00
47852	3/1/2023	UniFirst First Aid and Safety	\$66.32
47853	3/1/2023	Ford of Columbia	\$9,187.76
47854	3/9/2023	Columbia Power & Water Systems	\$28,708.80
47855	3/9/2023	Ted's Sporting Goods	\$500.00
47856	3/9/2023	Columbia Oil Company Inc	\$5,764.94
47857	3/9/2023	Duck River Electric	\$302.26
47858	3/9/2023	W W Grainger Inc	\$410.63
47859	3/9/2023	Guthrie Sales & Service Inc	\$9,512.75
47860	3/9/2023	TN Dept of Labor & Workforce	\$110.00
47861	3/9/2023	North Central Laboratories-NCL of Wisconsin, Inc	\$2,584.89
47862	3/9/2023	Robert J Young Company LLC	\$60.86
47863	3/9/2023	WM CORPORATE SERVICES, INC	\$13,328.20
47864	3/9/2023	Consolidated Pipe & Supply	\$101.00
47865	3/9/2023	Vulcan Materials Co	\$433.49
47866	3/9/2023	UniFirst Corporation	\$371.59
47867	3/9/2023	Colonial Life	\$1,187.06
47868	3/9/2023	Waypoint Analytical, LLC	\$171.00
47869	3/15/2023	Columbia Power & Water Systems	\$73,002.61
47870	3/15/2023	Public Entity Partners	\$368.68
47871	3/15/2023	Mutual Of Omaha	\$1,782.51
47872	3/15/2023	UniFirst Corporation	\$460.34
47873	3/15/2023	Public Entity Partners	\$9,016.00
47874	3/15/2023	Tri Star Energy	\$2,344.42
47875	3/15/2023	Atmos Energy	\$54.89
47876	3/15/2023	Combined Insurance, a Chubb Company	\$29.40
47877	3/15/2023	Xylem Dewatering Solutions Inc	\$7,631.37
47878	3/15/2023	Billy Joe Mashburn	\$125.00
47879	3/15/2023	Waynes Pest Control	\$45.00
47880	3/24/2023	Ace Hardware	\$86.08
47881	3/24/2023	Columbia Power & Water Systems	\$493.07
47882	3/24/2023	Duck River Electric	\$1,647.60
47883	3/24/2023	Nixon Power Services LLC	\$785.95
47884	3/24/2023	UniFirst Corporation	\$476.74
47885	3/24/2023	Tri Star Energy	\$993.38
47886	3/24/2023	Atmos Energy	\$46.28
47887	3/24/2023	American Control Service LLC	\$2,220.00
47888	3/24/2023	Carter & VerPlanck, Inc.	\$12,071.00
47889	3/24/2023	Waypoint Analytical, LLC	\$1,300.00
47890	3/24/2023	Muletown Rec	\$1,654.41
47891	3/30/2023	Columbia Power & Water Systems	\$5,949.63
47892	3/30/2023	Columbia Machine Works	\$1,450.00
47893	3/30/2023	AT&T	\$3,810.79
47894	3/30/2023	Brenntag Mid-South Inc	\$8,717.00
47895	3/30/2023	Dell Marketing L P	\$13,962.27
47896	3/30/2023	Applied Industrial Technologies	\$2,205.37
47897	3/30/2023	WM CORPORATE SERVICES, INC	\$6,230.77
47898	3/30/2023	USA Blue Book	\$310.45
47899	3/30/2023	Weld-Rite LLC	\$2,750.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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WASTEWATER

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47900	3/30/2023	Unum Life Insurance Co Of Amer	\$1,784.00
47901	3/30/2023	UniFirst Corporation	\$406.63
47902	3/30/2023	Atmos Energy	\$48.34
47903	3/30/2023	ACT & C	\$651.16
47904	3/30/2023	MSD Environmental Services, Inc	\$24,600.00
47905	3/30/2023	Source Technologies	\$20,608.00
47906	3/30/2023	Gray Construction	\$3,665.00
47907	3/30/2023	Consolidated Pipe & Supply	\$3,876.59
47908	3/30/2023	UniFirst Corporation	\$339.48
47909	3/30/2023	Colonial Life	\$1,780.59

Total Purchase Cards:	\$	12,340.51
Total Payroll Transfers:	\$	219,085.10
Total Misc. Transfers:	\$	10,872.80
Total Checks: 78	\$	353,392.18
Total:	\$	595,690.59

DRUG

5943	3/9/2023	Thomson Reuters - West	\$64.00
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Total Purchase Cards:	\$	772.17
Total Checks: 1	\$	64.00
Total:	\$	836.17

INSURANCE

3037	3/1/2023	Sun Life Financial	\$43,928.09
3038	3/15/2023	Maury Regional Hospital Marshall Medical Ctr	\$7,272.89
3039	3/24/2023	BlueCross BlueShield Of TN	\$22,678.22
3040	3/24/2023	Muletown Rec	\$12,500.00
3041	3/30/2023	Sherrill Morgan	\$9,875.00
3042	3/30/2023	Sun Life Financial	\$43,614.46

Total Misc. Transfers:	\$	252,714.00
Total Checks: 6	\$	139,868.66
Total:	\$	392,582.66

CAPITAL PROJECTS

3018	3/9/2023	Sessions Paving Company Inc	\$105,694.65
3019	3/9/2023	Ragan Smith & Associates Inc	\$7,768.61
3020	3/9/2023	Adams Contracting, LLC	\$204,028.10

Total Misc. Transfers:	\$	-
Total Checks: 3	\$	317,491.36
Total:	\$	317,491.36

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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DEBT SERVICE

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2393	3/15/2023	US Bank Trust Natl Assn	\$400.00
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Total Misc. Transfers:	\$	-
Total Checks: 1	\$	400.00
Total:	\$	400.00

IDB

1064	3/3/2023	Water Management Services LLC	\$4,600.00
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Total Misc. Transfers:	\$	-
Total Checks: 1	\$	4,600.00
Total:	\$	4,600.00



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 PROFESSIONAL SERVICES PROPSAL WITH HENDERSON, HUTCHERSON AND MCCULLOUGH FOR ANNUAL AUDITING SERVICES

RECOMMENDATION: Approve professional services proposal with Henderson, Hutcherson and McCullough for auditing services for the next three (3) fiscal years.

INFORMATION: The City Council first awarded a three-year audit contract to Henderson, Hutcherson and McCullough on April 13, 2017 for auditing services beginning with the fiscal year ending June 30, 2017 in the fixed amount of \$40,750. On January 9, 2020, the City Council awarded them an additional three-year audit contract in the amount of \$44,700.

It is again recommended that the City Council consider approving a professional services proposal for auditing services with Henderson, Hutcherson and McCullough for the fiscal year ending June 30, 2023 with the option to renew for FY 2024 and FY 2025 subject to funding and annual Council approval of the auditing contract. The fees for FY 2023 are set at \$46,500.



April 10, 2023

To the Mayor and City Council Members
City of Columbia, Tennessee
700 North Garden Street
Columbia, TN 38401

Dear Mayor and Council:

Thank you for allowing us to submit this transmittal letter to perform audit services for the City of Columbia for the years ending June 30, 2023, June 30, 2024, and June 30, 2025.

We have served as the City's auditor for the prior fiscal years and wish to continue our relationship. We believe that our expertise, as demonstrated during the prior year's audits, proves that we are qualified to serve the City of Columbia.

The following are our proposed fees for the following three fiscal years ending June 30th:

<u>Year</u>	<u>Financial Statement Audit</u>	<u>Single Audit</u>	<u>Total</u>
2023	\$41,500	\$5,000	\$46,500
2024	\$44,000	\$5,000	\$49,000
2025	\$46,500	\$5,000	\$51,500

*Single audit fee is based on \$2,500 fee per major program required to be audited in the single audit and is subject to change depending on grant activity during the fiscal year under audit.

We appreciate the opportunity to submit this proposal and trust it is responsive to your requirements. Should you require additional information, please do not hesitate to call.

Sincerely yours,

Weston Porter, CPA, Partner



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 PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE THIRD QUARTER OF FY 2023 \$50,000

RECOMMENDATION: Approve.

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

The 2016 contract extension terminated on October 2, 2018. The City's FY 2022 budget includes \$200,000 for the City's contribution towards facility operations, or \$50,000 per quarter. An invoice has been received for the second quarter of FY 2022, which exceeds \$50,000. The invoice and supporting documentation have been reviewed by the Finance.

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

Maury County Government

One Public Square
Columbia, TN. 38401
Phone 931.375.2305 Fax 931.375.2319

Bill To:
Thad Jablonski, Finance Director
City of Columbia
700 North Garden Street
Columbia, TN.
931.560.1510

INVOICE

DATE: April 5, 2023
INVOICE # FY2022-2023 Q3
FOR: Animal Shelter Maintenance

DESCRIPTION			AMOUNT
Revenue:			
Animal Shelter Revenue, 1/1/2023-3/31/2023			\$ 2,626.50
Subtotal			\$ 2,626.50
Expenditures:			
Operational, 1/1/2023-3/31/2023			\$ 181,509.61
Labor to replace hose reel on 3/21/2023	Hourly Rate	Hours Worked	
Johnnie Shipp	\$26.61	1	\$26.61
Robert Walker	\$25.04	1	\$25.04
Subtotal			\$ 181,561.26
Net Total for Q3 FY 2022/2023 Operating Expenses			\$ 178,934.76
TOTAL DUE			\$ 89,467.38

Make all checks payable to Maury County Government
If you have any questions concerning this invoice, contact Brooke Brady (931) 375-2305, bbrady@maurycounty-tn.gov

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Maury County Finance Department
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Fund: 101 General

Account Number : 101- -44150

Sale Of Animals/Livestock

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/20/2023	10365		CR	Animal Shelter - Fees	0.00	1,782.00	(1,782.00)
Monthly Totals: 101- -44150					0.00	1,782.00	(1,782.00)
03/14/2023	500		JE	Bad & Stale Checks from Trustee	150.00	0.00	150.00
03/17/2023	10802		CR	Animal Shelter - Fees	0.00	206.50	(56.50)
03/17/2023	10804		CR	Animal Shelter - Fees	0.00	147.00	(203.50)
03/31/2023	10908		CR	Animal Services - Surrender Fees	0.00	2,423.00	(2,626.50)
Monthly Totals: 101- -44150					150.00	2,776.50	(2,626.50)
Fund Totals:		101			150.00	4,558.50	

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Fund: 101 General

Account Number : 101- -55120-101-55010

Animal Shelter - County Official/Administrative Officer - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/13/2023	193		PA	Payroll Summary - 3-Salary	2,500.42	0.00	2,500.42
01/31/2023	207		PA	Payroll Summary - 3-Salary	2,500.42	0.00	5,000.84
Monthly Totals: 101- -55120-101-55010					5,000.84	0.00	5,000.84
02/15/2023	218		PA	Payroll Summary - 3-Salary	2,500.42	0.00	2,500.42
02/28/2023	231		PA	Payroll Summary - 3-Salary	2,500.42	0.00	5,000.84
Monthly Totals: 101- -55120-101-55010					5,000.84	0.00	5,000.84
03/15/2023	247		PA	Payroll Summary - 3-Salary	2,500.42	0.00	2,500.42
03/31/2023	255		PA	Payroll Summary - 3-Salary	2,500.42	0.00	5,000.84
Monthly Totals: 101- -55120-101-55010					5,000.84	0.00	5,000.84

Fund: 101 General

Account Number : 101- -55120-169-55010

Animal Shelter - Part-Time Personnel - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/13/2023	194		PA	Payroll Summary - 2-Hourly	572.40	0.00	572.40
01/27/2023	206		PA	Payroll Summary - 2-Hourly	574.69	0.00	1,147.09
Monthly Totals: 101- -55120-169-55010					1,147.09	0.00	1,147.09
02/10/2023	217		PA	Payroll Summary - 2-Hourly	695.15	0.00	695.15
02/24/2023	230		PA	Payroll Summary - 2-Hourly	759.00	0.00	1,454.15
Monthly Totals: 101- -55120-169-55010					1,454.15	0.00	1,454.15
03/10/2023	246		PA	Payroll Summary - 2-Hourly	1,174.04	0.00	1,174.04
03/24/2023	254		PA	Payroll Summary - 2-Hourly	1,432.99	0.00	2,607.03
Monthly Totals: 101- -55120-169-55010					2,607.03	0.00	2,607.03

Fund: 101 General

Account Number : 101- -55120-187-55010

Animal Shelter - Overtime Pay - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/13/2023	194		PA	Payroll Summary - 2-Hourly	146.64	0.00	146.64
Monthly Totals: 101- -55120-187-55010					146.64	0.00	146.64
02/10/2023	217		PA	Payroll Summary - 2-Hourly	111.80	0.00	111.80

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Fund: 101 General

Account Number : 101- -55120-187-55010 Animal Shelter - Overtime Pay - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/24/2023	230		PA	Payroll Summary - 2-Hourly	526.52	0.00	638.32
Monthly Totals: 101- -55120-187-55010					638.32	0.00	638.32
03/10/2023	246		PA	Payroll Summary - 2-Hourly	456.93	0.00	456.93
03/24/2023	254		PA	Payroll Summary - 2-Hourly	652.07	0.00	1,109.00
Monthly Totals: 101- -55120-187-55010					1,109.00	0.00	1,109.00

Fund: 101 General

Account Number : 101- -55120-189 Animal Shelter - Other Salaries & Wages

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/24/2023	230		PA	Payroll Summary - 2-Hourly	1,751.17	0.00	1,751.17
Monthly Totals: 101- -55120-189					1,751.17	0.00	1,751.17
03/10/2023	246		PA	Payroll Summary - 2-Hourly	4,074.22	0.00	4,074.22
03/24/2023	254		PA	Payroll Summary - 2-Hourly	4,065.89	0.00	8,140.11
Monthly Totals: 101- -55120-189					8,140.11	0.00	8,140.11

Fund: 101 General

Account Number : 101- -55120-189-55010 Animal Shelter - Other Salaries & Wages - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/13/2023	194		PA	Payroll Summary - 2-Hourly	10,619.37	0.00	10,619.37
01/27/2023	206		PA	Payroll Summary - 2-Hourly	9,693.06	0.00	20,312.43
Monthly Totals: 101- -55120-189-55010					20,312.43	0.00	20,312.43
02/10/2023	217		PA	Payroll Summary - 2-Hourly	9,862.20	0.00	9,862.20
02/24/2023	230		PA	Payroll Summary - 2-Hourly	10,342.17	0.00	20,204.37
Monthly Totals: 101- -55120-189-55010					20,204.37	0.00	20,204.37
03/10/2023	246		PA	Payroll Summary - 2-Hourly	12,270.12	0.00	12,270.12
03/24/2023	254		PA	Payroll Summary - 2-Hourly	10,175.24	0.00	22,445.36
Monthly Totals: 101- -55120-189-55010					22,445.36	0.00	22,445.36

Fund: 101 General

Account Number : 101- -55120-201 Animal Shelter - Social Security

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/24/2023	230		PA	Payroll Summary - 2-Hourly	108.57	0.00	108.57
				Monthly Totals: 101- -55120-201	108.57	0.00	108.57
03/10/2023	246		PA	Payroll Summary - 2-Hourly	252.29	0.00	252.29
03/24/2023	254		PA	Payroll Summary - 2-Hourly	251.77	0.00	504.06
				Monthly Totals: 101- -55120-201	504.06	0.00	504.06

Fund: 101 General

Account Number : 101- -55120-201-55010

Animal Shelter - Social Security - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/13/2023	193		PA	Payroll Summary - 3-Salary	155.03	0.00	155.03
01/13/2023	194		PA	Payroll Summary - 2-Hourly	681.34	0.00	836.37
01/27/2023	206		PA	Payroll Summary - 2-Hourly	614.97	0.00	1,451.34
01/31/2023	207		PA	Payroll Summary - 3-Salary	155.02	0.00	1,606.36
				Monthly Totals: 101- -55120-201-55010	1,606.36	0.00	1,606.36
02/10/2023	217		PA	Payroll Summary - 2-Hourly	639.84	0.00	639.84
02/15/2023	218		PA	Payroll Summary - 3-Salary	155.03	0.00	794.87
02/24/2023	230		PA	Payroll Summary - 2-Hourly	699.28	0.00	1,494.15
02/28/2023	231		PA	Payroll Summary - 3-Salary	155.02	0.00	1,649.17
				Monthly Totals: 101- -55120-201-55010	1,649.17	0.00	1,649.17
03/10/2023	246		PA	Payroll Summary - 2-Hourly	843.08	0.00	843.08
03/15/2023	247		PA	Payroll Summary - 3-Salary	155.03	0.00	998.11
03/24/2023	254		PA	Payroll Summary - 2-Hourly	743.29	0.00	1,741.40
03/31/2023	255		PA	Payroll Summary - 3-Salary	155.03	0.00	1,896.43
				Monthly Totals: 101- -55120-201-55010	1,896.43	0.00	1,896.43

Fund: 101 General

Account Number : 101- -55120-204

Animal Shelter - State Retirement

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/24/2023	230		PA	Payroll Summary - 2-Hourly	112.95	0.00	112.95
				Monthly Totals: 101- -55120-204	112.95	0.00	112.95
03/10/2023	246		PA	Payroll Summary - 2-Hourly	262.79	0.00	262.79
03/24/2023	254		PA	Payroll Summary - 2-Hourly	262.25	0.00	525.04

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Fund: 101 General

Account Number : 101- -55120-204

Animal Shelter - State Retirement

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-204					525.04	0.00	525.04

Fund: 101 General

Account Number : 101- -55120-204-55010

Animal Shelter - State Retirement - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/13/2023	193		PA	Payroll Summary - 3-Salary	161.28	0.00	161.28
01/13/2023	194		PA	Payroll Summary - 2-Hourly	694.41	0.00	855.69
01/27/2023	206		PA	Payroll Summary - 2-Hourly	625.21	0.00	1,480.90
01/31/2023	207		PA	Payroll Summary - 3-Salary	161.28	0.00	1,642.18
Monthly Totals: 101- -55120-204-55010					1,642.18	0.00	1,642.18
02/10/2023	217		PA	Payroll Summary - 2-Hourly	643.31	0.00	643.31
02/15/2023	218		PA	Payroll Summary - 3-Salary	161.28	0.00	804.59
02/24/2023	230		PA	Payroll Summary - 2-Hourly	701.03	0.00	1,505.62
02/28/2023	231		PA	Payroll Summary - 3-Salary	161.28	0.00	1,666.90
Monthly Totals: 101- -55120-204-55010					1,666.90	0.00	1,666.90
03/10/2023	246		PA	Payroll Summary - 2-Hourly	818.75	0.00	818.75
03/15/2023	247		PA	Payroll Summary - 3-Salary	161.28	0.00	980.03
03/24/2023	254		PA	Payroll Summary - 2-Hourly	698.36	0.00	1,678.39
03/31/2023	255		PA	Payroll Summary - 3-Salary	161.28	0.00	1,839.67
Monthly Totals: 101- -55120-204-55010					1,839.67	0.00	1,839.67

Fund: 101 General

Account Number : 101- -55120-206

Animal Shelter - Life Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/10/2023	246		PA	Payroll Summary - 2-Hourly	2.30	0.00	2.30
03/24/2023	254		PA	Payroll Summary - 2-Hourly	2.30	0.00	4.60
Monthly Totals: 101- -55120-206					4.60	0.00	4.60

Fund: 101 General

Account Number : 101- -55120-206-55010

Animal Shelter - Life Insurance - Animal Shelter

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/03/2023	290523	290523	CD	AMERICAN UNITED LIFE INSURANCE CO	0.01	0.00	0.01
01/13/2023	193		PA	Payroll Summary - 3-Salary	2.30	0.00	2.31
01/13/2023	194		PA	Payroll Summary - 2-Hourly	15.29	0.00	17.60
01/27/2023	206		PA	Payroll Summary - 2-Hourly	15.29	0.00	32.89
01/31/2023	207		PA	Payroll Summary - 3-Salary	2.30	0.00	35.19
Monthly Totals: 101- -55120-206-55010					35.19	0.00	35.19
02/01/2023	291216	291216	CD	AMERICAN UNITED LIFE INSURANCE CO	0.01	0.00	0.01
02/10/2023	217		PA	Payroll Summary - 2-Hourly	15.29	0.00	15.30
02/15/2023	218		PA	Payroll Summary - 3-Salary	2.30	0.00	17.60
02/24/2023	230		PA	Payroll Summary - 2-Hourly	15.29	0.00	32.89
02/28/2023	231		PA	Payroll Summary - 3-Salary	2.30	0.00	35.19
Monthly Totals: 101- -55120-206-55010					35.19	0.00	35.19
03/02/2023	291978	291978	CD	AMERICAN UNITED LIFE INSURANCE CO	0.01	0.00	0.01
03/10/2023	246		PA	Payroll Summary - 2-Hourly	15.29	0.00	15.30
03/15/2023	247		PA	Payroll Summary - 3-Salary	2.30	0.00	17.60
03/24/2023	254		PA	Payroll Summary - 2-Hourly	12.99	0.00	30.59
03/31/2023	255		PA	Payroll Summary - 3-Salary	2.30	0.00	32.89
Monthly Totals: 101- -55120-206-55010					32.89	0.00	32.89

Fund: 101 General

Account Number : 101- -55120-207

Animal Shelter - Medical Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/10/2023	246		PA	Payroll Summary - 2-Hourly	265.98	0.00	265.98
03/24/2023	254		PA	Payroll Summary - 2-Hourly	265.98	0.00	531.96
03/24/2023	292535	292535	CD	PINNACLE BANK	62.50	0.00	594.46
Monthly Totals: 101- -55120-207					594.46	0.00	594.46

Fund: 101 General

Account Number : 101- -55120-207-55010

Animal Shelter - Medical Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/03/2023	290551	290551	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.08	(0.08)
01/13/2023	193		PA	Payroll Summary - 3-Salary	320.71	0.00	320.63
01/13/2023	194		PA	Payroll Summary - 2-Hourly	2,268.07	0.00	2,588.70

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Fund: 101 General

Account Number : 101- -55120-207-55010

Animal Shelter - Medical Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/27/2023	206		PA	Payroll Summary - 2-Hourly	2,268.07	0.00	4,856.77
01/31/2023	207		PA	Payroll Summary - 3-Salary	320.71	0.00	5,177.48
Monthly Totals: 101- -55120-207-55010					5,177.56	0.08	5,177.48
02/01/2023	291218	291218	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.08	(0.08)
02/10/2023	217		PA	Payroll Summary - 2-Hourly	2,268.07	0.00	2,267.99
02/15/2023	218		PA	Payroll Summary - 3-Salary	320.71	0.00	2,588.70
02/24/2023	230		PA	Payroll Summary - 2-Hourly	2,268.07	0.00	4,856.77
02/28/2023	231		PA	Payroll Summary - 3-Salary	320.71	0.00	5,177.48
Monthly Totals: 101- -55120-207-55010					5,177.56	0.08	5,177.48
03/02/2023	291983	291983	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.08	(0.08)
03/10/2023	246		PA	Payroll Summary - 2-Hourly	2,059.06	0.00	2,058.98
03/15/2023	247		PA	Payroll Summary - 3-Salary	328.48	0.00	2,387.46
03/24/2023	254		PA	Payroll Summary - 2-Hourly	1,730.58	0.00	4,118.04
03/31/2023	255		PA	Payroll Summary - 3-Salary	328.48	0.00	4,446.52
Monthly Totals: 101- -55120-207-55010					4,446.60	0.08	4,446.52

Fund: 101 General

Account Number : 101- -55120-208

Animal Shelter - Dental Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/10/2023	246		PA	Payroll Summary - 2-Hourly	12.08	0.00	12.08
03/24/2023	254		PA	Payroll Summary - 2-Hourly	9.13	0.00	21.21
Monthly Totals: 101- -55120-208					21.21	0.00	21.21

Fund: 101 General

Account Number : 101- -55120-208-55010

Animal Shelter - Dental Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/13/2023	193		PA	Payroll Summary - 3-Salary	12.08	0.00	12.08
01/13/2023	194		PA	Payroll Summary - 2-Hourly	84.56	0.00	96.64
01/27/2023	206		PA	Payroll Summary - 2-Hourly	63.91	0.00	160.55
01/31/2023	207		PA	Payroll Summary - 3-Salary	9.13	0.00	169.68

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Fund: 101 General

Account Number : 101- -55120-208-55010

Animal Shelter - Dental Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-208-55010					169.68	0.00	169.68
02/10/2023	217		PA	Payroll Summary - 2-Hourly	84.56	0.00	84.56
02/15/2023	218		PA	Payroll Summary - 3-Salary	12.08	0.00	96.64
02/24/2023	230		PA	Payroll Summary - 2-Hourly	63.91	0.00	160.55
02/28/2023	231		PA	Payroll Summary - 3-Salary	9.13	0.00	169.68
Monthly Totals: 101- -55120-208-55010					169.68	0.00	169.68
03/10/2023	246		PA	Payroll Summary - 2-Hourly	84.56	0.00	84.56
03/15/2023	247		PA	Payroll Summary - 3-Salary	12.08	0.00	96.64
03/24/2023	254		PA	Payroll Summary - 2-Hourly	54.78	0.00	151.42
03/31/2023	255		PA	Payroll Summary - 3-Salary	9.13	0.00	160.55
Monthly Totals: 101- -55120-208-55010					160.55	0.00	160.55

Fund: 101 General

Account Number : 101- -55120-209-55010

Animal Shelter - Disability Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/03/2023	290523	290523	CD	AMERICAN UNITED LIFE INSURANCE CO	46.24	0.00	46.24
Monthly Totals: 101- -55120-209-55010					46.24	0.00	46.24
02/01/2023	291216	291216	CD	AMERICAN UNITED LIFE INSURANCE CO	46.24	0.00	46.24
Monthly Totals: 101- -55120-209-55010					46.24	0.00	46.24
03/02/2023	291978	291978	CD	AMERICAN UNITED LIFE INSURANCE CO	46.24	0.00	46.24
Monthly Totals: 101- -55120-209-55010					46.24	0.00	46.24

Fund: 101 General

Account Number : 101- -55120-210

Animal Shelter - Unemployment Compensation

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/24/2023	230		PA	Payroll Summary - 2-Hourly	5.26	0.00	5.26
Monthly Totals: 101- -55120-210					5.26	0.00	5.26
03/10/2023	246		PA	Payroll Summary - 2-Hourly	12.23	0.00	12.23
03/24/2023	254		PA	Payroll Summary - 2-Hourly	12.20	0.00	24.43

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Fund: 101 General

Account Number : 101- -55120-210 Animal Shelter - Unemployment Compensation

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-210					24.43	0.00	24.43

Fund: 101 General

Account Number : 101- -55120-210-55010 Animal Shelter - Unemployment Compensation - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/13/2023	193		PA	Payroll Summary - 3-Salary	7.50	0.00	7.50
01/13/2023	194		PA	Payroll Summary - 2-Hourly	34.03	0.00	41.53
01/27/2023	206		PA	Payroll Summary - 2-Hourly	30.80	0.00	72.33
01/31/2023	207		PA	Payroll Summary - 3-Salary	7.50	0.00	79.83
Monthly Totals: 101- -55120-210-55010					79.83	0.00	79.83
02/10/2023	217		PA	Payroll Summary - 2-Hourly	32.01	0.00	32.01
02/15/2023	218		PA	Payroll Summary - 3-Salary	6.00	0.00	38.01
02/24/2023	230		PA	Payroll Summary - 2-Hourly	34.44	0.00	72.45
Monthly Totals: 101- -55120-210-55010					72.45	0.00	72.45
03/10/2023	246		PA	Payroll Summary - 2-Hourly	30.08	0.00	30.08
03/24/2023	254		PA	Payroll Summary - 2-Hourly	16.88	0.00	46.96
Monthly Totals: 101- -55120-210-55010					46.96	0.00	46.96

Fund: 101 General

Account Number : 101- -55120-212 Animal Shelter - Employer Medicare

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/24/2023	230		PA	Payroll Summary - 2-Hourly	25.39	0.00	25.39
Monthly Totals: 101- -55120-212					25.39	0.00	25.39
03/10/2023	246		PA	Payroll Summary - 2-Hourly	59.01	0.00	59.01
03/24/2023	254		PA	Payroll Summary - 2-Hourly	58.88	0.00	117.89
Monthly Totals: 101- -55120-212					117.89	0.00	117.89

Fund: 101 General

Account Number : 101- -55120-212-55010 Animal Shelter - Employer Medicare - Animal Shelter

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/13/2023	193		PA	Payroll Summary - 3-Salary	36.26	0.00	36.26
01/13/2023	194		PA	Payroll Summary - 2-Hourly	159.35	0.00	195.61
01/27/2023	206		PA	Payroll Summary - 2-Hourly	143.80	0.00	339.41
01/31/2023	207		PA	Payroll Summary - 3-Salary	36.25	0.00	375.66
Monthly Totals: 101- -55120-212-55010					375.66	0.00	375.66
02/10/2023	217		PA	Payroll Summary - 2-Hourly	149.66	0.00	149.66
02/15/2023	218		PA	Payroll Summary - 3-Salary	36.26	0.00	185.92
02/24/2023	230		PA	Payroll Summary - 2-Hourly	163.55	0.00	349.47
02/28/2023	231		PA	Payroll Summary - 3-Salary	36.25	0.00	385.72
Monthly Totals: 101- -55120-212-55010					385.72	0.00	385.72
03/10/2023	246		PA	Payroll Summary - 2-Hourly	197.15	0.00	197.15
03/15/2023	247		PA	Payroll Summary - 3-Salary	36.26	0.00	233.41
03/24/2023	254		PA	Payroll Summary - 2-Hourly	173.83	0.00	407.24
03/31/2023	255		PA	Payroll Summary - 3-Salary	36.26	0.00	443.50
Monthly Totals: 101- -55120-212-55010					443.50	0.00	443.50

Fund: 101 General

Account Number : 101- -55120-333

Animal Shelter - Licenses

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/14/2023	292406	292406	CD	FIRST HORIZON BANK	110.00	0.00	110.00
Monthly Totals: 101- -55120-333					110.00	0.00	110.00

Fund: 101 General

Account Number : 101- -55120-335-55010

Animal Shelter - Maintenance And Repair Services-Buildings - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/24/2023	291042	291042	CD	Amazon Capital Services Inc	0.00	0.00	0.00
Monthly Totals: 101- -55120-335-55010					0.00	0.00	0.00
03/21/2023	292555	292555	CD	City Of Columbia	30.00	0.00	30.00
Monthly Totals: 101- -55120-335-55010					30.00	0.00	30.00

Fund: 101 General

Account Number : 101- -55120-336-55010

Animal Shelter - Maintenance And Repair Services-Equipment - Animal

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/18/2023	290962	290962	CD	Preventia Security Llc	346.44	0.00	346.44
Monthly Totals: 101- -55120-336-55010					346.44	0.00	346.44

Fund: 101 General

Account Number : 101- -55120-349-55010

Animal Shelter - Printing, Stationery And Forms - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/23/2023	291896	291896	CD	Woodward & Stinson Inc	150.00	0.00	150.00
Monthly Totals: 101- -55120-349-55010					150.00	0.00	150.00

Fund: 101 General

Account Number : 101- -55120-357-55010

Animal Shelter - Veterinary Services - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/24/2023	291044	291044	CD	Animal Care Center Of Carter's Creek, Llc	301.17	0.00	301.17
01/24/2023	291044	291044	CD	Animal Care Center Of Carter's Creek, Llc	220.20	0.00	521.37
01/24/2023	291044	291044	CD	Animal Care Center Of Carter's Creek, Llc	197.60	0.00	718.97
01/24/2023	291044	291044	CD	Animal Care Center Of Carter's Creek, Llc	300.48	0.00	1,019.45
01/24/2023	291044	291044	CD	Animal Care Center Of Carter's Creek, Llc	583.42	0.00	1,602.87
01/24/2023	291044	291044	CD	Animal Care Center Of Carter's Creek, Llc	293.60	0.00	1,896.47
01/24/2023	291044	291044	CD	Animal Care Center Of Carter's Creek, Llc	215.83	0.00	2,112.30
01/24/2023	291044	291044	CD	Animal Care Center Of Carter's Creek, Llc	197.60	0.00	2,309.90
01/24/2023	291097	291097	CD	Zoetis US, LLC	71.05	0.00	2,380.95
01/24/2023	291097	291097	CD	Zoetis US, LLC	108.15	0.00	2,489.10
Monthly Totals: 101- -55120-357-55010					2,489.10	0.00	2,489.10
02/14/2023	291758	291758	CD	Veterinary Diagnostic Laboratory	246.00	0.00	246.00
02/28/2023	291918	291918	CD	Animal Care Center Of Carter's Creek, Llc	97.60	0.00	343.60
02/28/2023	291918	291918	CD	Animal Care Center Of Carter's Creek, Llc	170.37	0.00	513.97
02/28/2023	291918	291918	CD	Animal Care Center Of Carter's Creek, Llc	197.60	0.00	711.57
02/28/2023	291918	291918	CD	Animal Care Center Of Carter's Creek, Llc	193.57	0.00	905.14
02/28/2023	291918	291918	CD	Animal Care Center Of Carter's Creek, Llc	367.69	0.00	1,272.83
Monthly Totals: 101- -55120-357-55010					1,272.83	0.00	1,272.83
03/21/2023	292545	292545	CD	Animal Care Center Of Carter's Creek, Llc	190.40	0.00	190.40
03/21/2023	292545	292545	CD	Animal Care Center Of Carter's Creek, Llc	285.34	0.00	475.74
03/21/2023	292545	292545	CD	Animal Care Center Of Carter's Creek, Llc	287.53	0.00	763.27

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Fund: 101 General

Account Number : 101- -55120-357-55010

Animal Shelter - Veterinary Services - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/21/2023	292545	292545	CD	Animal Care Center Of Carter's Creek, Llc	190.40	0.00	953.67
03/21/2023	292545	292545	CD	Animal Care Center Of Carter's Creek, Llc	322.16	0.00	1,275.83
03/21/2023	292545	292545	CD	Animal Care Center Of Carter's Creek, Llc	44.00	0.00	1,319.83
03/21/2023	292545	292545	CD	Animal Care Center Of Carter's Creek, Llc	197.60	0.00	1,517.43
03/21/2023	292545	292545	CD	Animal Care Center Of Carter's Creek, Llc	190.40	0.00	1,707.83
03/21/2023	292545	292545	CD	Animal Care Center Of Carter's Creek, Llc	74.80	0.00	1,782.63
Monthly Totals: 101- -55120-357-55010					1,782.63	0.00	1,782.63

Fund: 101 General

Account Number : 101- -55120-357-55012

Animal Shelter - Veterinary Services - Animal Shelter-Spay/Neuter Rev

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/05/2023	290664	290664	CD	Sarah Spidel DVM LLC	2,400.00	0.00	2,400.00
01/24/2023	291052	291052	CD	CASA TRANSPORT	820.00	0.00	3,220.00
01/24/2023	291069	291069	CD	JESSICA MILLER	600.00	0.00	3,820.00
01/24/2023	291087	291087	CD	Sarah Spidel DVM LLC	600.00	0.00	4,420.00
01/26/2023	291132	291132	CD	JESSICA MILLER	500.00	0.00	4,920.00
Monthly Totals: 101- -55120-357-55012					4,920.00	0.00	4,920.00
02/28/2023	291927	291927	CD	CASA TRANSPORT	900.00	0.00	900.00
02/28/2023	291960	291960	CD	Sarah Spidel DVM LLC	1,800.00	0.00	2,700.00
Monthly Totals: 101- -55120-357-55012					2,700.00	0.00	2,700.00
03/21/2023	292584	292584	CD	Sarah Spidel DVM LLC	1,800.00	0.00	1,800.00
03/21/2023	292584	292584	CD	Sarah Spidel DVM LLC	600.00	0.00	2,400.00
Monthly Totals: 101- -55120-357-55012					2,400.00	0.00	2,400.00

Fund: 101 General

Account Number : 101- -55120-359-55010

Animal Shelter - Disposal Fees - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
02/14/2023	291741	291741	CD	Maury Co Solid Waste Fund	2,466.33	0.00	2,466.33
Monthly Totals: 101- -55120-359-55010					2,466.33	0.00	2,466.33

Fund: 101 General

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Account Number : **101- -55120-410-55010**

Animal Shelter - Custodial Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/18/2023	290944	290944	CD	FIRST HORIZON BANK	121.02	0.00	121.02
01/24/2023	291060	291060	CD	COVETRUS NORTH AMERICA	1,799.43	0.00	1,920.45
Monthly Totals: 101- -55120-410-55010					1,920.45	0.00	1,920.45
02/14/2023	291702	291702	CD	Amazon Capital Services Inc	125.19	0.00	125.19
02/28/2023	291937	291937	CD	COVETRUS NORTH AMERICA	1,100.00	0.00	1,225.19
Monthly Totals: 101- -55120-410-55010					1,225.19	0.00	1,225.19
03/21/2023	292571	292571	CD	Lowe's Companies Inc. ANM	65.02	0.00	65.02
03/21/2023	292571	292571	CD	Lowe's Companies Inc. ANM	106.28	0.00	171.30
03/21/2023	292571	292571	CD	Lowe's Companies Inc. ANM	59.96	0.00	231.26
03/21/2023	292571	292571	CD	Lowe's Companies Inc. ANM	201.22	0.00	432.48
03/21/2023	292571	292571	CD	Lowe's Companies Inc. ANM	89.20	0.00	521.68
Monthly Totals: 101- -55120-410-55010					521.68	0.00	521.68

Fund: **101** General

Account Number : **101- -55120-413-55010**

Animal Shelter - Drugs And Medical Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/05/2023	290649	290649	CD	Midwest Veterinary Supply, Inc	19.64	0.00	19.64
01/05/2023	290649	290649	CD	Midwest Veterinary Supply, Inc	1,122.83	0.00	1,142.47
01/05/2023	290649	290649	CD	Midwest Veterinary Supply, Inc	361.81	0.00	1,504.28
01/05/2023	290649	290649	CD	Midwest Veterinary Supply, Inc	183.53	0.00	1,687.81
01/05/2023	290649	290649	CD	Midwest Veterinary Supply, Inc	8.93	0.00	1,696.74
01/05/2023	290657	290657	CD	PETHEALTH SERVICES (USA) INC	1,563.93	0.00	3,260.67
01/18/2023	290944	290944	CD	FIRST HORIZON BANK	47.18	0.00	3,307.85
01/24/2023	291041	291041	CD	Airgas Usa, Llc	53.08	0.00	3,360.93
01/24/2023	291060	291060	CD	COVETRUS NORTH AMERICA	1,033.23	0.00	4,394.16
01/24/2023	291060	291060	CD	COVETRUS NORTH AMERICA	132.50	0.00	4,526.66
01/24/2023	291077	291077	CD	Medcare Products	179.70	0.00	4,706.36
01/24/2023	291078	291078	CD	Midwest Veterinary Supply, Inc	81.45	0.00	4,787.81
01/24/2023	291078	291078	CD	Midwest Veterinary Supply, Inc	0.75	0.00	4,788.56
01/24/2023	291078	291078	CD	Midwest Veterinary Supply, Inc	245.04	0.00	5,033.60
01/24/2023	291078	291078	CD	Midwest Veterinary Supply, Inc	57.03	0.00	5,090.63
01/24/2023	291095	291095	CD	Wedgewood Village Pharmacy Inc	304.50	0.00	5,395.13

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Account Number : 101- -55120-413-55010

Animal Shelter - Drugs And Medical Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/24/2023	291095	291095	CD	Wedgewood Village Pharmacy Inc	62.75	0.00	5,457.88
01/24/2023	291097	291097	CD	Zoetis US, LLC	269.59	0.00	5,727.47
Monthly Totals: 101- -55120-413-55010					5,727.47	0.00	5,727.47
02/09/2023	291642	291642	CD	Airgas Usa, Llc	62.24	0.00	62.24
02/14/2023	291743	291743	CD	Midwest Veterinary Supply, Inc	145.23	0.00	207.47
02/14/2023	291743	291743	CD	Midwest Veterinary Supply, Inc	23.55	0.00	231.02
02/14/2023	291743	291743	CD	Midwest Veterinary Supply, Inc	132.73	0.00	363.75
02/14/2023	291743	291743	CD	Midwest Veterinary Supply, Inc	86.55	0.00	450.30
02/14/2023	291743	291743	CD	Midwest Veterinary Supply, Inc	98.28	0.00	548.58
02/14/2023	291743	291743	CD	Midwest Veterinary Supply, Inc	1,252.01	0.00	1,800.59
02/14/2023	291762	291762	CD	Zoetis US, LLC	135.00	0.00	1,935.59
02/14/2023	291762	291762	CD	Zoetis US, LLC	791.25	0.00	2,726.84
02/14/2023	291762	291762	CD	Zoetis US, LLC	205.60	0.00	2,932.44
02/28/2023	291937	291937	CD	COVETRUS NORTH AMERICA	105.43	0.00	3,037.87
02/28/2023	291937	291937	CD	COVETRUS NORTH AMERICA	151.15	0.00	3,189.02
02/28/2023	291947	291947	CD	IDEXX DISTRIBUTION INC	648.70	0.00	3,837.72
02/28/2023	291958	291958	CD	Midwest Veterinary Supply, Inc	6.60	0.00	3,844.32
02/28/2023	291958	291958	CD	Midwest Veterinary Supply, Inc	11.15	0.00	3,855.47
02/28/2023	291958	291958	CD	Midwest Veterinary Supply, Inc	243.27	0.00	4,098.74
02/28/2023	291958	291958	CD	Midwest Veterinary Supply, Inc	306.42	0.00	4,405.16
02/28/2023	291958	291958	CD	Midwest Veterinary Supply, Inc	13.26	0.00	4,418.42
02/28/2023	291969	291969	CD	Zoetis US, LLC	574.62	0.00	4,993.04
Monthly Totals: 101- -55120-413-55010					4,993.04	0.00	4,993.04
03/21/2023	292543	292543	CD	Airgas Usa, Llc	62.96	0.00	62.96
03/21/2023	292561	292561	CD	COVETRUS NORTH AMERICA	152.72	0.00	215.68
03/21/2023	292578	292578	CD	Med-Vet International Inc	105.60	0.00	321.28
03/21/2023	292579	292579	CD	Midwest Veterinary Supply, Inc	241.42	0.00	562.70
03/21/2023	292593	292593	CD	Wedgewood Village Pharmacy Inc	79.50	0.00	642.20
03/21/2023	292593	292593	CD	Wedgewood Village Pharmacy Inc	53.00	0.00	695.20
03/21/2023	292596	292596	CD	Zoetis US, LLC	725.00	0.00	1,420.20
03/21/2023	292596	292596	CD	Zoetis US, LLC	84.61	0.00	1,504.81

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Fund: 101 General

Account Number : 101- -55120-413-55010 Animal Shelter - Drugs And Medical Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/27/2023	290657	PETHEALTH SERVICES (USA)	CD	Void payment number 290657	0.00	1,563.93	(59.12)
03/28/2023	292682	292682	CD	COVETRUS NORTH AMERICA	301.06	0.00	241.94
03/28/2023	292698	292698	CD	Med-Vet International Inc	422.40	0.00	664.34
03/28/2023	292700	292700	CD	Midwest Veterinary Supply, Inc	240.00	0.00	904.34
03/28/2023	292700	292700	CD	Midwest Veterinary Supply, Inc	623.16	0.00	1,527.50
03/28/2023	292701	292701	CD	PETHEALTH SERVICES (USA) INC	1,563.93	0.00	3,091.43
Monthly Totals: 101- -55120-413-55010					4,655.36	1,563.93	3,091.43

Fund: 101 General

Account Number : 101- -55120-415-55010 Animal Shelter - Electricity - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/26/2023	291120	291120	CD	Columbia Power & Water Sys	1,605.34	0.00	1,605.34
Monthly Totals: 101- -55120-415-55010					1,605.34	0.00	1,605.34
02/28/2023	291934	291934	CD	Columbia Power & Water Sys	1,649.05	0.00	1,649.05
Monthly Totals: 101- -55120-415-55010					1,649.05	0.00	1,649.05
03/28/2023	292679	292679	CD	Columbia Power & Water Sys	1,457.78	0.00	1,457.78
Monthly Totals: 101- -55120-415-55010					1,457.78	0.00	1,457.78

Fund: 101 General

Account Number : 101- -55120-434-55010 Animal Shelter - Natural Gas - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/03/2023	290559	290559	CD	AMERIGAS PROPANE LP	497.81	0.00	497.81
01/31/2023	291158	291158	CD	AMERIGAS PROPANE LP	1,617.16	0.00	2,114.97
Monthly Totals: 101- -55120-434-55010					2,114.97	0.00	2,114.97
02/16/2023	291768	291768	CD	AMERIGAS PROPANE LP	1,265.05	0.00	1,265.05
Monthly Totals: 101- -55120-434-55010					1,265.05	0.00	1,265.05

Fund: 101 General

Account Number : 101- -55120-435-55010 Animal Shelter - Office Supplies - Animal Shelter

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/05/2023	290604	290604	CD	Amazon Capital Services Inc	288.21	0.00	288.21
01/05/2023	290604	290604	CD	Amazon Capital Services Inc	154.72	0.00	442.93
01/05/2023	290604	290604	CD	Amazon Capital Services Inc	9.99	0.00	452.92
01/24/2023	291042	291042	CD	Amazon Capital Services Inc	27.21	0.00	480.13
Monthly Totals: 101- -55120-435-55010					480.13	0.00	480.13
02/14/2023	291702	291702	CD	Amazon Capital Services Inc	5.26	0.00	5.26
02/14/2023	291702	291702	CD	Amazon Capital Services Inc	172.85	0.00	178.11
02/14/2023	291702	291702	CD	Amazon Capital Services Inc	194.41	0.00	372.52
Monthly Totals: 101- -55120-435-55010					372.52	0.00	372.52
03/07/2023	292067	292067	CD	Amazon Capital Services Inc	224.96	0.00	224.96
03/21/2023	292544	292544	CD	Amazon Capital Services Inc	76.19	0.00	301.15
Monthly Totals: 101- -55120-435-55010					301.15	0.00	301.15

Fund: 101 General

Account Number : 101- -55120-451

Animal Shelter - Uniforms

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/05/2023	290604	290604	CD	Amazon Capital Services Inc	24.16	0.00	24.16
01/24/2023	291042	291042	CD	Amazon Capital Services Inc	117.98	0.00	142.14
Monthly Totals: 101- -55120-451					142.14	0.00	142.14
02/14/2023	291702	291702	CD	Amazon Capital Services Inc	0.00	14.02	(14.02)
02/16/2023	291783	291783	CD	Impressions	157.72	0.00	143.70
02/23/2023	291882	291882	CD	Impressions	743.44	0.00	887.14
Monthly Totals: 101- -55120-451					901.16	14.02	887.14
03/16/2023	292464	292464	CD	Amazon Capital Services Inc	36.95	0.00	36.95
03/16/2023	292464	292464	CD	Amazon Capital Services Inc	424.45	0.00	461.40
03/21/2023	292544	292544	CD	Amazon Capital Services Inc	147.80	0.00	609.20
03/21/2023	292563	292563	CD	GALLS, LLC	58.68	0.00	667.88
Monthly Totals: 101- -55120-451					667.88	0.00	667.88

Fund: 101 General

Account Number : 101- -55120-454-55010

Animal Shelter - Water And Sewer - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
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Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2023 - March 2023

User:
Date/Time:

Brooke Brady
4/5/2023 7:01 AM
Page 16 of 18

Fund: 101 General

Account Number : 101- -55120-454-55010 Animal Shelter - Water And Sewer - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/26/2023	291120	291120	CD	Columbia Power & Water Sys	682.63	0.00	682.63
				Monthly Totals: 101- -55120-454-55010	682.63	0.00	682.63
02/28/2023	291934	291934	CD	Columbia Power & Water Sys	752.76	0.00	752.76
				Monthly Totals: 101- -55120-454-55010	752.76	0.00	752.76
03/28/2023	292679	292679	CD	Columbia Power & Water Sys	751.07	0.00	751.07
				Monthly Totals: 101- -55120-454-55010	751.07	0.00	751.07

Fund: 101 General

Account Number : 101- -55120-499-55010 Animal Shelter - Other Supplies And Materials - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/05/2023	290614	290614	CD	Carmack Pawn & Sales	360.00	0.00	360.00
01/18/2023	290944	290944	CD	FIRST HORIZON BANK	111.12	0.00	471.12
				Monthly Totals: 101- -55120-499-55010	471.12	0.00	471.12
02/09/2023	291696	291696	CD	UNITED FARM AND HOME COOPERATIVE	379.50	0.00	379.50
02/09/2023	291696	291696	CD	UNITED FARM AND HOME COOPERATIVE	300.00	0.00	679.50
02/28/2023	291937	291937	CD	COVETRUS NORTH AMERICA	704.03	0.00	1,383.53
02/28/2023	291943	291943	CD	FAMILY PALS	550.00	0.00	1,933.53
02/28/2023	291961	291961	CD	Sherwin Williams Co	312.01	0.00	2,245.54
				Monthly Totals: 101- -55120-499-55010	2,245.54	0.00	2,245.54
03/14/2023	292406	292406	CD	FIRST HORIZON BANK	420.50	0.00	420.50
03/14/2023	292406	292406	CD	FIRST HORIZON BANK	241.82	0.00	662.32
				Monthly Totals: 101- -55120-499-55010	662.32	0.00	662.32

Fund: 101 General

Account Number : 101- -55120-524-55010 Animal Shelter - Training, In-Service, Staff Development - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/14/2023	292406	292406	CD	FIRST HORIZON BANK	950.00	0.00	950.00
				Monthly Totals: 101- -55120-524-55010	950.00	0.00	950.00

Fund: 101 General

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
January 2023 - March 2023

User:
Date/Time:

Brooke Brady
4/5/2023 7:01 AM
Page 17 of 18

Account Number : **101- -55120-707-55010**

Animal Shelter - Building Improvements - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/21/2023	292571	292571	CD	Lowe's Companies Inc. ANM	383.71	0.00	383.71
Monthly Totals: 101- -55120-707-55010					383.71	0.00	383.71

Fund: **101** General

Account Number : **101- -55120-711-55010**

Animal Shelter - Furniture And Fixtures - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
03/21/2023	292544	292544	CD	Amazon Capital Services Inc	0.00	2.99	(2.99)
03/21/2023	292544	292544	CD	Amazon Capital Services Inc	585.70	0.00	582.71
03/21/2023	292544	292544	CD	Amazon Capital Services Inc	219.98	0.00	802.69
Monthly Totals: 101- -55120-711-55010					805.68	2.99	802.69

Fund: **101** General

Account Number : **101- -55120-790**

Animal Shelter - Other Equipment

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/24/2023	291045	291045	CD	Animal Care Equip. & Svs, Llc	1,368.00	0.00	1,368.00
Monthly Totals: 101- -55120-790					1,368.00	0.00	1,368.00

Fund: **101** General

Account Number : **101- -55120-790-55010**

Animal Shelter - Other Equipment - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
01/05/2023	290649	290649	CD	Midwest Veterinary Supply, Inc	180.75	0.00	180.75
01/24/2023	291060	291060	CD	COVETRUS NORTH AMERICA	333.05	0.00	513.80
Monthly Totals: 101- -55120-790-55010					513.80	0.00	513.80
03/21/2023	292544	292544	CD	Amazon Capital Services Inc	99.95	0.00	99.95
03/21/2023	292571	292571	CD	Lowe's Companies Inc. ANM	78.79	0.00	178.74
03/21/2023	292571	292571	CD	Lowe's Companies Inc. ANM	219.80	0.00	398.54
03/21/2023	292571	292571	CD	Lowe's Companies Inc. ANM	137.13	0.00	535.67
03/21/2023	292571	292571	CD	Lowe's Companies Inc. ANM	0.00	0.00	535.67
03/21/2023	292571	292571	CD	Lowe's Companies Inc. ANM	50.30	0.00	585.97
Monthly Totals: 101- -55120-790-55010					585.97	0.00	585.97

Fund Totals:	101	183,090.79	1,581.18
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~~2022~~ 2023 ~~2023~~

3/13/23

\$1945.53

Vet tech area, installed pressure switch

CBG-280

Work by United Mechanical

3-21-23

Replace hose REEL

J.S. / Poss. 1 HR.

Hose Reel \$180.00 Bought

several year ago.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

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

AGENDA ITEM TITLE: APPROVE SOLE SOURCE PROCUREMENT OF PERSONAL PATROL VEHICLE FROM TRIKKE PROFESSIONAL MOBILITY IN THE AMOUNT OF \$26,424 - POLICE DEPARTMENT.

RECOMMENDATION: Approve the purchase of two (2) Trikke Defender 60v Personal patrol vehicles from Trikke Professional Mobility in the amount of \$26,424.

INFORMATION: Today's law enforcement environment requires Officers to cover large areas without unnecessary physical strain while also being outside their patrol vehicles and engaging with pedestrian citizens in neighborhoods and community events. In an effort to fulfill this requirement, Columbia Police has always used Segway personal transport vehicles. The Segway company has gone out of business and is no longer able to provide parts, services, or new models. The department has spent months searching for options to replace the Segways we currently use for personal patrol transport. Trikke Defender 60v Personal patrol vehicle was the only option that fits this need.

Includes a Master Instructor Certification - Train the Trainer Instruction and Light Duty & Ongoing Maintenance Instruction – a 3-day course.

Funding for the Trikkes will come from the 2022 JAG Grant.

CERTIFICATION:



To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Trikke Tech Inc. Trikke Vehicles

A sole source justification exists because the following goods required to satisfy the agency's needs are only manufactured and available for purchase from Trikke Tech Inc. dba. Trikke Professional Mobility. Trikke vehicles unique patented technology and design are solely manufactured by Trikke Tech Inc and assembled in the USA by Trikke Tech Inc. Trikke is also the sole distributor of all Trikke brand products in all states.

Defender 48V 3WD

- Aluminum alloy frame construction
- Patented cambering frame action for unsurpassed stability and control
- 3-Wheel Drive System 48v 1170Wh li-ion battery
- All-wheel hydraulic disc brakes
- Adjustable handlebar height
- Adjustable torque 5 levels of power to adapt to the riding conditions
- Quiet, clean operation for outdoors and indoors
- Long range quick-swap battery with up to 20 miles per charge with speeds up to 25mph
- Heavy-duty inflatable tires · Alloy wheels
- Regenerative electric braking
- Integrated lighting for great visibility: brake lights, turn LED headlight, daytime running lights (DRL)
- Reflective customizable stickers
- Ergonomic and comfortable multi-terrain ride thanks to full suspension and all-wheeled drive system.
- Improves response time
- Elevated professional presence
- Quick-fold for easy storage and transport

Defender 60V 3WD – POSITRON

- Aluminum alloy frame construction
- Patented cambering frame action for unsurpassed stability and control
- 3-Wheel Drive System 60v 1470Wh li-ion battery
- All-wheel hydraulic disc brakes
- Adjustable handlebar height
- Adjustable torque 5 levels of power to adapt to the riding conditions
- Quiet, clean operation for outdoors and indoors
- Long range quick-swap battery with up to 30 miles per charge with speeds up to 35 mph
- Heavy-duty inflatable tires · Alloy wheels
- Regenerative electric braking



- Integrated lighting for great visibility: brake lights, turn, 3-tone siren, dual LED headlights, 5 dual color flashing emergency lights
- Phone holder, USB charger
- Water bottle holder, gear bag, rear view mirrors
- Reflective customizable stickers
- Ergonomic and comfortable multi-terrain ride thanks to full suspension and all-wheeled drive system.
- Improves response time
- Elevated professional presence
- Quick-fold for easy storage and transport

Defender 72V 3WD – POSITRON

- Aluminum alloy frame construction
- Patented cambering frame action for unsurpassed stability and control
- 3-Wheel Drive System 72v 1764Wh li-ion battery
- All-wheel hydraulic disc brakes
- Adjustable handlebar height
- Adjustable torque 5 levels of power to adapt to the riding conditions
- Quiet, clean operation for outdoors and indoors
- Long range quick-swap battery with up to 30 miles per charge with speeds up to 43mph
- Heavy-duty inflatable tires · Alloy wheels
- Regenerative electric braking
- Integrated lighting for great visibility: brake lights, turn, 3-tone siren, dual LED headlights, 7 dual color flashing emergency lights
- Phone holder, USB charger
- Water bottle holder, gear bag, rear view mirrors
- Reflective customizable stickers
- Ergonomic and comfortable multi-terrain ride thanks to full suspension and all-wheeled drive system.
- Improves response time
- Elevated professional presence
- Quick-fold for easy storage and transport

Battery

- Trikke lithium-ion battery 48v 24.5Ah 1176Wh, Panasonic or Samsung 18650 cells in a custom manufactured aluminum box with BMS (battery management system) maximum current 45A. For use with **Trikke Defender 48V** electric vehicle model.



- Trikke lithium-ion battery 60v 24.5Ah 1470Wh, Panasonic or Samsung 18650 cells in a custom manufactured aluminum box with BMS (battery management system) maximum current 45A. For use with **Trikke Defender 60V POSITRON** electric vehicle model.
- Trikke lithium-ion battery 72v 24.5Ah 1764Wh, Panasonic or Samsung 18650 cells in a custom manufactured aluminum box with BMS (battery management system) maximum current 45A. For use with **Trikke Defender 72V POSITRON** electric vehicle model.

**SOLE AUTHORIZED MANUFACTURER AND
DISTRIBUTOR FOR TRIKKE TECH INC.**

**Trikke Tech Inc. dba Trikke Professional
Mobility
132 Easy Street, D1, Buellton, CA 93427
Phone: 877-487-4553
Fax: 805-233-7967**

Please contact your local sales representative or call us at 1-877-487-4553 with any questions.

Sincerely,

Gildo Beleski
Chief Executive Officer

Trikke Professional Mobility

132 Easy st suite D1
Buellton, CA 93427 US
info@trikke.com
www.trikkemobility.com

**Estimate**

ADDRESS	SHIP TO	SHIP VIA	LTL Freight	ESTIMATE	1942
Columbia Police Department	Columbia Police Department			DATE	04/20/2023
707 N Main St	Captain Josh Davis			EXPIRATION	05/22/2023
Columbia, TN 38401 USA	707 N Main St			DATE	
	Columbia, TN 38401 USA				

DESCRIPTION	QTY	RATE	AMOUNT
Defender 60V Police POSI.TRON: heavy-duty foldable aluminum frame; full suspension; high performance 3-wheel electric drive system; 1470Wh quick-swap Lithium-ion battery with charger; all wheel hydraulic disc brakes; complete lighting system with dual headlights, tail lights, brake lights, turn signal; 5 ultra-bright flashing lights; 3-tone police siren; gear bag; phone holder; USB Charger, rear view mirrors, reflective POLICE lettering.	2	9,970.00	19,940.00T
Battery, Lithium ion 60V 24.5Ah 1470Wh - SPARE ****OPTIONAL	1	2,184.00	2,184.00T
Shipping charge	1	800.00	800.00
Master Instructor Certification - Train the Trainer Instruction, and Light Duty & Ongoing Maintenance Instruction - 3 day course	1	3,500.00	3,500.00

We have a \$29,000 dollar grant to purchase these with. So could I get a quote for what we could get of the 60v model??

SUBTOTAL	26,424.00
TAX	0.00
TOTAL	\$26,424.00

Jeremy T. Alsup
Chief of Police
931-560-1610
JAlsup@ColumbiaTN.Com



Brian Adams
Lieutenant / Support Services
931-560-1615
badams@columbiatn.com

	Make	Model	Value	Serial Number
1	Kenwood	NX-300	\$350.00	B2800323
2	Kenwood	NX-300	\$350.00	B2800332
3	Kenwood	NX-300	\$350.00	B2800352
4	Kenwood	NX-300	\$350.00	B2800354
5	Kenwood	NX-300	\$350.00	B2800369
6	Kenwood	NX-300	\$350.00	B2800375
7	Kenwood	NX-300	\$350.00	B2800382
8	Kenwood	NX-300	\$350.00	B2800385
9	Kenwood	NX-300	\$350.00	B2800394
10	Kenwood	NX-300	\$350.00	B2800562



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

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

AGENDA ITEM TITLE: APPROVE DISBURSEMENT OF TEN OUTDATED KENWOOD RADIOS TO THE TENNESSEE LAW ENFORCEMENT TRAINING ACADEMY.

RECOMMENDATION: Approve.

INFORMATION: With an ongoing partnership between the Columbia Police Department and the Tennessee Law Enforcement Training Academy, the police department is requesting approval to donate a total of ten Kenwood radios that are outdated within the department, and they will be used for the purpose of active shooter training while officers are attending T.L.E.T.A.

CERTIFICATION:



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donna Osmon, Administrative Assistant, dosmon@columbiatn.com, [931-388-8650](tel:931-388-8650)

AGENDA ITEM TITLE: APPROVE MAYOR SIGNING AMENDMENT WITH LOSE DESIGN IN THE AMOUNT OF \$4,250.00 FOR DESIGN AND ENGINEERING FEES – PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: 2018 IBC requires an additional 2-hour rated fire separation between the new open air carport area and the existing building. This design was not included in the original drawings, requiring an additional fee of \$4,250 for an amended design.

CERTIFICATION:

ATTACHMENTS: Lose Design Contract Amendment No. 1



April 24, 2023

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

Contract Amendment No. 1
Between City of Columbia & Lose & Associates, Inc. DBA Lose Design
Columbia Public Works - Expansion
Contract Dated October 28, 2021
Lose & Associates Job Number 20199

This letter shall serve as contract Amendment No. 1 for the City of Columbia Public Works Expansion design services. Contract Amendment No. 1 will include the design and engineering for an additional 2-hour rated fire separation between the new open air carport area, identified as Building A in the drawings, and the existing Business portion of the Public Works facility located at 110 Santa Fe Pike. This new structure and the associated fire separation will be directly attached to the existing facility.

Refer to Attachment A for a detailed scope of services for Amendment No. 3.

Fees: Amendment No. 1:

Task #1 (Design and Engineering for 2-hour fire rated separation) \$4,250.00.

Terms and Conditions outlined in the original contract dated October 28, 2021 will govern the work included in this Amendment.

ACCEPTED: This ____ day of _____, 2023
ISSUED: This 24th day of April, 2023.

Client's signature

Lose Signature

Print Name

Print Name

Title

Title

NASHVILLE | 2809 FOSTER AVENUE NASHVILLE, TN 37210 | 615.242.0040
ATLANTA | 220 W CROGAN ST, SUITE 100 LAWRENCEVILLE, GA 300646 | 770.338.0017
KNOXVILLE | 9724 KINGSTON PIKE, SUITE 1404 KNOXVILLE, TN 37922 | 865-409-1424
LEGAL FORM APPROVED:

C. Tim Tisher
C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RATIFY APPROVAL OF THE MAYOR EXECUTING A MUTUAL AID AGREEMENT WITH WAYNE COUNTY FOR DISASTER CLEANUP

RECOMMENDATION: Approve.

INFORMATION: Wayne County requested mutual aid following the tornado disaster on April 03, 2023. City of Columbia Public Works employees deployed to the area on April 05 and April 10, 2023 to assist with disaster clean up. This event has been declared by FEMA as disaster #4601, requiring signatures on the Mutual Aid agreement.

CERTIFICATION:

Wayne County Government

Jaime T. Mangubat, County Executive
100 Court Circle, Suite 300
Waynesboro, Tennessee 38485

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, entered into as of the 3rd day of April, 2023, by and between **WAYNE COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee acting by and through its County Executive and Council ("Wayne County"), and **The City of Columbia, Tennessee**, a political subdivision of the State of Tennessee acting by and through its City Council.

NOW THEREFORE, in consideration of the premises and of the mutual understandings and agreements expressed herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

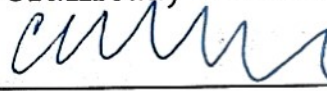
I. **Wayne County Debris**. The County enters into this agreement with the City of Columbia, Tennessee, for the sole purpose of removing debris.

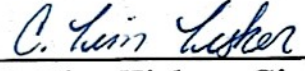
2. **Responsibilities of the City of Columbia, Tennessee**. The City of Columbia, Tennessee by and through its Public Works Department will assist Wayne County with its efforts to remove debris. The City of Columbia, Tennessee will use City of Columbia Public Works equipment and employees for efforts to remove debris.

IN WITNESS WHEREOF, the County Wayne and the City of Columbia, Tennessee, by action of their governing authorities have caused this MEMORANDUM OF AGREEMENT to be executed by their duly authorized officers as of the date first above written.

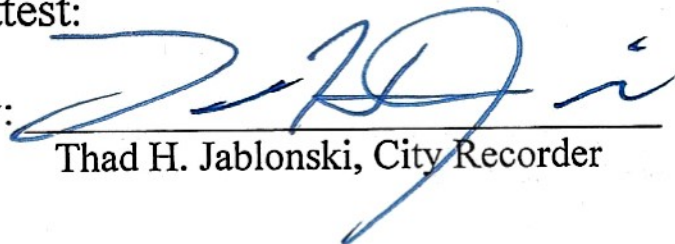
City of Columbia, Tennessee

Approved as to Legal Form

By: 
Charles (Chaz) M. Molder, Mayor

By: 
C. Tim Tisher, City Attorney

Attest:

By: 
Thad H. Jablonski, City Recorder

By: _____
Wayne County Executive, Jim Mangubat

By: _____
Wayne County Clerk, Stan Horton



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:

Approve the payment of \$49,662.52 to Cumberland Machine Co. for the rebuild of one of the Greenlick Sanitary Sewer Pump Station Pump.

RECOMMENDATION: Approve

INFORMATION: Our Department received two (2) bids for the rebuild of the pump. We requested bids from two (2) other companies, IM&E and Columbia Machine. Both of these companies would not present a bid until the pump could be delivered to them, broken down and assessed. Repairs such as this are very time sensitive to assist in the prevention of sanitary sewer overflows and releases.

CERTIFICATION: Thad

ATTACHMENTS: Cumberland quote; John Bouchard & Sons quote

Cumberland Machine Co.

Cumberland Machine
1008-C Whites Creek Pike
Nashville, TN 37207
Phone: 615-255-7373
Fax: 615-255-9585

Quotation

Quote City of Columbia Waste Water
To: 1244 Treatment Plant Rd.
Columbia, TN

Quote Number:	29097	Contact:	ryan filipkowski
Quote Date:	03/27/2023	Expires:	04/26/2023
Customer:	CITY OF COL	Terms:	Net 30 Days
Salesman:	CHARLES BALLENTINE	Phone:	931-560-1023
Ship Via:	F.O.B. NASHVILLE	FAX:	
FOB:	NASHVILLE, TN 37208		

Due To Current Market Volatility, Steel And Aluminum Prices Used In This Quote Will Be Confirmed At Time Of Order.

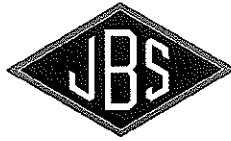
All Other Prices And Terms Are Valid Until The Expiration Date On This Quote.

The Delivery Lead Time Is An Estimate Only, Based On Our Current Workload And Prior Commitments.
Actual Delivery Lead Time Will Be Confirmed At Time Of Order.

Thank You For The Opportunity To Submit This Quote!

Item	Part Number Description	Revision	Quantity	Price
1	GREENLICK CMC will pick up and deliver, clean and bake, and rewind stator, clean and paint. CMC will supply and install the following new parts, O-Ring Kit, Secondary and Primary mechanical seals, Thrust bearing, Line bearing, Moisture sensors, Bearing Isolator, Terminal board and gasket, cover plant and adapter plate gaskets.		1	\$49,662.52 /EA
Total:				\$49,662.52

By Jeffery Lane Jackson
Cumberland Machine Co.



CONSTRUCTION & SALES

Industrial Fabrication
Fire Protection Systems
Iron Construction Castings
Air Compressor Sales & Service
Mechanical & Electrical Contracting
Pumping Systems & Industrial Sales

JOHN BOUCHARD & SONS CO.

**BUILDING & SUSTAINING
HARDWORKING INFRASTRUCTURE
- SINCE 1900 -**

SERVICE & REPAIR

Control Systems
Restaurant Equipment
Pump & Rotating Equipment
HVAC, Plumbing & Electrical
Metal Stamping Press Rebuilds
Fire Sprinkler Service & Inspections

Machine Services Quotation

February 27, 2023

Attn: Elvis Kilpatrick

City of Columbia Wastewater Treatment Plant

RE: Greenlick Station Pump Repair

Repair Flowserve pump from Greenlick pump station with the following parts.

- Disassemble and inspect.
- Rewind A/C stator
- Install factory bearings.
- Install new factory mechanical seals and moisture sensors.
- Reassemble and paint.
- Deliver to pump station.

Estimated Cost \$52,453.29 Freight not included.

Exclusions:

- Seal fits non repairable.
- Bearing fits or housings damaged beyond repair capabilities.
- Impeller damaged and needed repaired or replaced.

Price does not include any applicable taxes. This is an estimate based on information provided by the customer. Additional costs will apply for unforeseen circumstances such as but not limited to additional repairs needed and/or loss of quoted time due to customer not meeting workspace or equipment requirements. Any payment received by credit card will result in extra charges per transaction equal to the sum of transaction charged to us. Order acceptance subject to suitable credit and payment terms.

THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS

Accepted On: _____

John Bouchard & Sons Co.

By: _____ (signature)

By: Dennis Roop

Name: _____ (print)

Name: Dennis Roop



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE MULETOWN BASEBALL LEAGUE FOR THE 2023 SEASON - WARD 3

RECOMMENDATION: Approve.

INFORMATION: The Mule Town Baseball League is requesting their annual Non-Exclusive Use Permit with the City of Columbia to utilize Fairview Park T-Ball Fields and the Baseball Field for the 2023 season for practices and games.

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

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



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 Mule Town Baseball League, whose address is 210 West 8th Street, Columbia, TN 38401, hereinafter called "Permittee".

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

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

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

1. PREMISES

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

2. TERM

The term of this permit shall begin on March 11, 2023 and shall terminate on January 10, 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

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

6. **BY-LAWS**

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

7. **MAINTENANCE**

Permittee shall assist in Premises maintenance by following means:

- A. Permittee shall, at its sole cost and expense, provide for all turf management and routine maintenance to the soccer fields to include but not to be limited to: mowing, fertilizing, watering, weeding, marking/lining of fields; maintaining the park grounds / facilities to include litter pickup and restroom cleaning.
- B. In addition, Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.
- C. City shall provide routine, non-routine and major maintenance for all grounds and facilities, other than improvements and structures installed by Permittee and the soccer fields, to include but not to be limited to: repairs associated with the restroom / concession facilities, park equipment, water and sewer lines, roadways and parking lots, and drainage systems; and also the regular mowing and grooming of the entire park up to the border of each playing field.

8. **IMPROVEMENTS/DEVELOPMENT**

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

9. **REMOVAL OF IMPROVEMENTS**

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

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

10. **OPERATION**

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

11. **INDEMNITY**

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

- A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises;
- B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.

12. **CONCESSIONS RIGHTS – COOK SOCCER PARK**

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

13. **ADVERTISING**

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

14. **POSSESSOR INTEREST AND TAXES**

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

15. **NON-EXCLUSIVE OCCUPANCY**

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

16. **COMPLIANCE WITH THE LAW**

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

17. **INSURANCE**

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

Comprehensive General Liability insurance of:

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

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

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

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

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

18. EQUAL OPPORTUNITY

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

19. NON-DISCRIMINATION

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

20. DRUG AND ALCOHOL POLICY

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

21. UTILITIES AND SERVICES

The City shall provide all utilities and services required.

22. AMENDMENT TO PERMIT

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

23. PARTIAL INVALIDITY

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

24. GOVERNING LAW

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

25. PROVISIONS REQUIRED BY LAW

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

26. NOTICE

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

PERMITTEE

Mule Town Baseball League
c/o Kerry Buchanan, President

Columbia, TN 38401
Phone: (931) 215-4421

CITY

Columbia Parks & Recreation Department
c/o Mackel Raegan, Director

821 West 9th Street
Columbia, TN 38401
Phone: (931) 388-8119

27. SPECIAL PROVISIONS

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

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

28. **TERMINATION**

- A. **FOR CAUSE:** The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:
- 1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.
 - 2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.
 - 3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.
- B. **FOR CONVENIENCE:** Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

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

PERMITTEE

By _____
Kerry Buchanan, President
Mule Town Baseball League

Date _____

Legal Form Approved:

C. Tim Tisher
C. Tim Tisher,
City Attorney

Date: May 2, 2023

CITY OF COLUMBIA

By _____
Mackel Raegan, Director
Parks & Recreation

Date _____

By _____
Charles (Chaz) M. Molder,
Mayor

Date _____

By _____
Thad H. Jablonski,
City Recorder

Date _____

**Title VI Policy
City of Columbia, Tennessee**

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JL

DATE (MM/DD/YYYY)

04/26/2023

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	PHPK2506605	02/23/2023	02/23/2024	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	☐ NON-OWNED AUTOS						\$
	☐ UMBRELLA LIAB						\$
	☐ EXCESS LIAB	☐ OCCUR					EACH OCCURRENCE \$
	☐ DEDUCTIBLE	☐ CLAIMS-MADE					AGGREGATE \$
	☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☒ N	N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

CITYC-1

CITY OF COLUMBIA
700 N GARDEN STREET
COLUMBIA, TN 38401

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

AUTHORIZED REPRESENTATIVE
Buck Young



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JL

DATE (MM/DD/YYYY)

04/26/2023

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY	☒	☒	PHPK2506605	02/23/2023	02/23/2024	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	☐ HIRED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB	☐					EACH OCCURRENCE \$
	EXCESS LIAB	☐					AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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CERTIFICATE HOLDER**CANCELLATION**

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

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA AMERICAN LITTLE LEAGUE FOR THE 2023 SEASON - WARD 4

RECOMMENDATION: Approve.

INFORMATION: The Columbia American Little League is requesting an annual Non-Exclusive Use Permit with the City of Columbia to use Buck Davis Field at Eva Gilbert Park for their practices and games for the 2023 season. Once approved, the permit will cover their annual facility needs.

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

ATTACHMENTS: Columbia American Little League Non-Exclusive Use and Occupancy Permit; Columbia American Insurance 2023



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 Columbia American Little League, whose address is 1970 Farmington Court, 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, Eva Gilbert Park - Baseball Field hereinafter called "Premises."
2. TERM
The term of this permit shall begin on May 11, 2023 and shall terminate on January 10, 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

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

6. BY-LAWS

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

7. MAINTENANCE

Permittee shall assist in Premises maintenance by following means:

- A. Permittee shall, at its sole cost and expense, provide for all turf management and routine maintenance to include, but not to be limited to: litter pick up, restroom cleaning, fertilizing, watering, mowing, weeding, and dragging and lining of fields.
- B. Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.
- C. City shall provide routine, non-routine and major maintenance for all grounds and facilities, other than improvements and structures installed by Permittee to include but not to be limited to: the repair of water and sewer lines, roadways and parking lots, and drainage systems.

8. IMPROVEMENTS/DEVELOPMENT

Permittee shall not make any improvements, changes or alterations or cause 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. CONCESSION RIGHTS: (LEAGUE PLAY)

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

Permittee shall also have the right to sell, at its discretion, T-shirts, helmet customization and other items as long as such items are directly related to the sport of Babe Ruth Baseball and promote the league and its ideals of sportsmanship and fair play. All concessions sales and profits shall be used by the Permittee for improvements, operation and maintenance of the premises and other budget items necessary for league operations.

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

13. ADVERTISING

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

14. POSSESSOR INTEREST AND TAXES

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

15. NON-EXCLUSIVE OCCUPANCY

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

16. COMPLIANCE WITH THE LAW

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

17. INSURANCE

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

Comprehensive General Liability insurance of:

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

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

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

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

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

18. EQUAL OPPORTUNITY

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

19. NON-DISCRIMINATION

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

20. DRUG AND ALCOHOL POLICY

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

21. UTILITIES AND SERVICES

The City shall provide all utilities and services on the Baseball Field.

22. AMENDMENT TO PERMIT

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

23. PARTIAL INVALIDITY
If any provision of this Permit or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Permit shall be valid and be enforced to the fullest extent permitted by law.
24. GOVERNING LAW
This Permit shall in every respect be binding upon the parties hereto and their respective successors and assigns. The laws of the State of Tennessee shall govern this Permit.
25. PROVISIONS REQUIRED BY LAW
Each and every provision of law and clause required by law to be inserted in this Permit shall be deemed to be inserted herein and the Permit shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Permit shall forthwith be physically amended to make such insertion or correction.
26. NOTICE
Any notices required or permitted to be given pursuant to this Permit may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:
- | | |
|---------------------------------|--|
| <u>PERMITTEE</u> | <u>CITY</u> |
| Columbia American Little League | Columbia Parks & Recreation Department |
| Greg Loveless, President | c/o Mackel Reagan, Director |
| 1970 Farmington Court | 821 West 9 th Street |
| Columbia, TN 38401 | Columbia, TN 38401 |
| Phone: (931) 446-3989 | Phone: (931) 388-8119 |
27. SPECIAL PROVISIONS
In the event there is any conflict between the following special provisions and any other provisions of this permit, the special provisions shall govern. The special provisions are as follows:
- The permittee shall provide proof of insurance and a copy of previous year / season financial records to the Parks and Recreation Department to be submitted with the agenda packet for council approval.
 - Permittee must also provide a copy of the league rules and by-laws when returning this document to Columbia Parks & Recreation Department. A copy of the weekly game schedule must be provided when it is completed.
 - The Permittee shall not commence practice sessions or games at premises until contract terms are approved by Council and signed by all parties as required.
 - The Permittee agrees to turn off all lights in concession area, press boxes, and restrooms at the conclusion of each practice and game.
 - Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason.
 - All organizations and groups outside of Permittee must have written permission from the Parks & Recreation Director or his Designee prior to use of fields.
 - The Parks & Recreation Director or his Designee will coordinate efforts with the Permittee to confirm field availability prior to approving other organizations usage of the facilities during the term of this agreement.
 - Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for league participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
 - The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.

28. TERMINATION

- A. FOR CAUSE: The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:
- 1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.
 - 2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.
 - 3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.
- B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

PERMITTEE

By _____
Greg loveless, President
Columbia American Little League
Date _____

CITY OF COLUMBIA

By _____
Mackel Reagan, Director
Parks & Recreation
Date _____

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

Legal Form Approved:

C. Tim Tisher
C. Tim Tisher,
City Attorney
Date: May 2, 2003

By _____
Thad H. Jablonski
City Recorder
Date _____

Title VI Policy
City of Columbia, Tennessee

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

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/25/23
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867	CERTIFICATE #: 3420301-2023-3 3 42 08	
INSURERS AFFORDING COVERAGE:		
ADDITIONAL NAMED INSURED: COLUMBIA AMERICAN LL 725 cheairs circle columbia, TN 38401	INSURER A:	Lexington Insurance Company
	INSURER B: (Non-Liability)	National Union Fire Insurance Company of Pittsburgh, PA
	INSURER C:	AIG Specialty Insurance Company

COVERAGES

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

* SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.

** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$2,000,000
		X	SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
							Sexual Abuse AGGREGATE	\$1,000,000
			MEDICAL PAYMENTS				Any One Person	
C	X	DIRECTORS & OFFICERS		015454400	01/01/2023	01/01/2024	EACH LOSS	\$1,000,000 *
							AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE		015440383	01/01/2023	01/01/2024	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
		S&P	SECURITY AND PRIVACY LIABILITY INSURANCE				\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION	
			REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION		POLICY INCEPTION	POLICY INCEPTION	
		EM	EVENT MANAGEMENT INSURANCE		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION		NOT APPLICABLE	POLICY INCEPTION
A	X	CRIME COVERAGE		9472683	01/01/2023	01/01/2024	EACH LOSS	\$35,000
				Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2023	01/01/2024	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
- That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

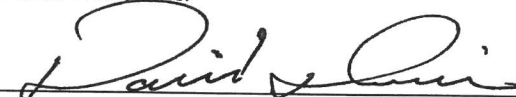
- City of Columbia
- Maury County Board of Education
- Maury County Parks and Recreation Department

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
 539 U.S.R.T. 15 Highway
 South Williamsport, PA 17702

CANCELLATION

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



AUTHORIZED REPRESENTATIVE

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/25/23
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867	CERTIFICATE #: 3420301-2023-3 3 42 08	
INSURERS AFFORDING COVERAGE:		
ADDITIONAL NAMED INSURED: COLUMBIA AMERICAN LL 725 cheairs circle columbia, TN 38401	INSURER A:	Lexington Insurance Company
	INSURER B: (Non-Liability)	National Union Fire Insurance Company of Pittsburgh, PA
	INSURER C:	AIG Specialty Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
 * SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
 ** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	011405746	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X INCL PARTICIPANTS				PRODUCTS/COMP OPS AGGREGATE	\$2,000,000
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
						Sexual Abuse AGGREGATE	\$1,000,000
		MEDICAL PAYMENTS				Any One Person	
C	X	DIRECTORS & OFFICERS	015454400	01/01/2023	01/01/2024	EACH LOSS	\$1,000,000 *
						AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE	015440383	01/01/2023	01/01/2024	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
		SECURITY AND PRIVACY LIABILITY INSURANCE				RETROACTIVE DATE	CONTINUITY DATE
	S&P					POLICY INCEPTION	POLICY INCEPTION
		REGULATORY ACTION SUBLIMIT OF LIABILITY					
	EM	EVENT MANAGEMENT INSURANCE				NOT APPLICABLE	POLICY INCEPTION
A	X	CRIME COVERAGE	9472683	01/01/2023	01/01/2024	EACH LOSS	\$35,000
						AGGREGATE	NONE
						Crime Deductible: \$250 Property/\$1,000 Money	
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	01/01/2023	01/01/2024	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
 1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
 2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

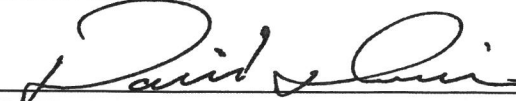
City of Columbia
 700 North Garden Street
 Columbia, TN 38401

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
 539 U.S.RT. 15 Highway
 South Williamsport, PA 17702

CANCELLATION

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


 AUTHORIZED REPRESENTATIVE

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

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 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867		CONTACT NAME: David Irwin PHONE (A/C, No, Ext): (570) 473-2150 FAX (A/C, No): (570) 473-2151 E-MAIL ADDRESS: Dlrwin@Keystoneinsgrp.com	
INSURED Little League Baseball Risk Purchasing Group, Incorporated COLUMBIA AMERICAN LL 725 cheairs circle columbia TN 38401		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19437 26883	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per League	X		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ Excluded						
	PERSONAL & ADV INJURY \$ 2,000,000						
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						PRODUCTS - COMP/OP AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						SEXUAL ABUSE OCC/AGG \$ 1M/\$1M
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER**CANCELLATION**

City of Columbia 700 North Garden Street Columbia TN 38401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Columbia
700 North Garden Street
Columbia, TN 38401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

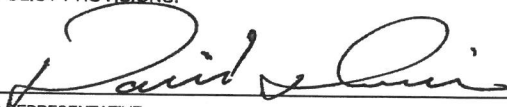
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CERTIFICATE OF LIABILITY INSURANCE							DATE (MM/DD/YY) 01/25/23			
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867				CERTIFICATE #: 3420301-2023-3		3 42 08				
				INSURERS AFFORDING COVERAGE:						
ADDITIONAL NAMED INSURED: COLUMBIA AMERICAN LL 725 cheairs circle columbia, TN 38401				INSURER A: Lexington Insurance Company						
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				INSURER C: AIG Specialty Insurance Company						
COVERAGES										
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. * SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY. ** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.										
INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS				
A	X	GENERAL LIABILITY	011405746	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000			
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000			
		X INCL PARTICIPANTS				Property Damage Deductible: \$250				
		X SEXUAL ABUSE				PRODUCTS/COMP OPS AGGREGATE	\$2,000,000			
						Sexual Abuse OCCURRENCE	\$1,000,000			
						Sexual Abuse AGGREGATE	\$1,000,000			
	MEDICAL PAYMENTS	Any One Person								
C	X	DIRECTORS & OFFICERS	015454400	01/01/2023	01/01/2024	EACH LOSS	\$1,000,000 *			
						AGGREGATE	\$1,000,000			
C	X	CYBER LIABILITY COVERAGE	015440383	01/01/2023	01/01/2024	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE			
						RETROACTIVE DATE	CONTINUITY DATE			
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION				POLICY INCEPTION	POLICY INCEPTION		
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION							
	EM	EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION				NOT APPLICABLE	POLICY INCEPTION		
A	X	CRIME COVERAGE	9472683	01/01/2023	01/01/2024	EACH LOSS	\$35,000			
						AGGREGATE	NONE			
			Crime Deductible: \$250 Property/\$1,000 Money							
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	01/01/2023	01/01/2024	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess			
"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED										
ADDITIONAL INSURED Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions: 1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and 2. That part of the ball field or other premises not being used by the above named Little League.										
NAME AND ADDRESS OF PERSON OR ORGANIZATION: Maury County Board of Education 501 West 8th St. Ccolumbia, TN 38401										
INSURED					CANCELLATION					
Little League Baseball Risk Purchasing Group, Incorporated 539 U.S.RT. 15 Highway South Williamsport, PA 17702					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					

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

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 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867		CONTACT NAME: David Irwin PHONE (A/C, No, Ext): (570) 473-2150 FAX (A/C, No): (570) 473-2151 E-MAIL ADDRESS: Dlrwin@Keystoneinsgrp.com	
INSURED Little League Baseball Risk Purchasing Group, Incorporated COLUMBIA AMERICAN LL 725 chears circle columbia TN 38401		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19437 26883	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per League	X		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ Excluded						
	PERSONAL & ADV INJURY \$ 2,000,000						
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						PRODUCTS - COMP/OP AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						SEXUAL ABUSE OCC/AGG \$ 1M/\$1M
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER**CANCELLATION**

Maury County Board of Education

501 West 8th St.

Columbia

TN 38401

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Maury County Board of Education
501 West 8th St.
Columbia, TN 38401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/25/23
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867	CERTIFICATE #: 3420301-2023-3 3 42 08	
INSURERS AFFORDING COVERAGE:		
ADDITIONAL NAMED INSURED: COLUMBIA AMERICAN LL 725 cheairs circle columbia, TN 38401	INSURER A:	Lexington Insurance Company
	INSURER B: (Non-Liability)	National Union Fire Insurance Company of Pittsburgh, PA
	INSURER C:	AIG Specialty Insurance Company

COVERAGES

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

* SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.

** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$2,000,000
		X	SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
							Sexual Abuse AGGREGATE	\$1,000,000
			MEDICAL PAYMENTS				Any One Person	
C	X	DIRECTORS & OFFICERS		015454400	01/01/2023	01/01/2024	EACH LOSS	\$1,000,000 *
							AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE		015440383	01/01/2023	01/01/2024	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			RETROACTIVE DATE	CONTINUITY DATE	
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION					
	EM	EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE	POLICY INCEPTION	
A	X	CRIME COVERAGE		9472683	01/01/2023	01/01/2024	EACH LOSS	\$35,000
				Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2023	01/01/2024	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
- That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

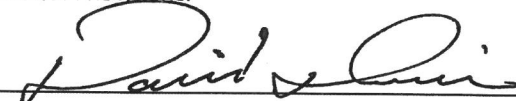
Maury County Parks and Recreation Department
 1018 Maury County Park Dr.
 Columbia, TN 38401

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
 539 U.S.RT. 15 Highway
 South Williamsport, PA 17702

CANCELLATION

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



AUTHORIZED REPRESENTATIVE

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

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 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867		CONTACT NAME: David Irwin PHONE (A/C, No, Ext): (570) 473-2150 FAX (A/C, No): (570) 473-2151 E-MAIL ADDRESS: Dlrwin@Keystoneinsgrp.com	
INSURED Little League Baseball Risk Purchasing Group, Incorporated COLUMBIA AMERICAN LL 725 cheairs circle columbia TN 38401		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19437 26883	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per League	X		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SEXUAL ABUSE OCC/AGG \$ 1M/\$1M
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER**CANCELLATION**

Maury County Parks and Recreation Department 1018 Maury County Park Dr. Columbia TN 38401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Maury County Parks and Recreation Department
1018 Maury County Park Dr.
Columbia, TN 38401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/25/23
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867		CERTIFICATE #: 3420301-2023-3 3 42 08
ADDITIONAL NAMED INSURED: COLUMBIA AMERICAN LL 725 cheairs circle columbia, TN 38401		INSURERS AFFORDING COVERAGE:
		INSURER A: Lexington Insurance Company
		INSURER B: National Union Fire Insurance Company of (Non-Liability) Pittsburgh, PA
		INSURER C: AIG Specialty Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$2,000,000
		X	SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
							Sexual Abuse AGGREGATE	\$1,000,000
				MEDICAL PAYMENTS				Any One Person
C	X	DIRECTORS & OFFICERS		015454400	01/01/2023	01/01/2024	EACH LOSS	\$1,000,000 *
							AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE		015440383	01/01/2023	01/01/2024	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
		SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION	
	REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION						
	EM	EVENT MANAGEMENT INSURANCE		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE	POLICY INCEPTION
A	X	CRIME COVERAGE		9472683	01/01/2023	01/01/2024	EACH LOSS	\$35,000
				Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2023	01/01/2024	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

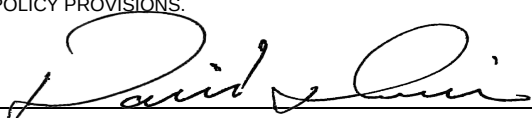
"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. City of Columbia 2. Maury County Board of Education 3. Maury County Parks and Recreation Department

INSURED Little League Baseball Risk Purchasing Group, Incorporated 539 U.S.RT. 15 Highway South Williamsport, PA 17702	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/25/23
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867		CERTIFICATE #: 3420301-2023-3 3 42 08
ADDITIONAL NAMED INSURED: COLUMBIA AMERICAN LL 725 cheairs circle columbia, TN 38401		INSURERS AFFORDING COVERAGE:
		INSURER A: Lexington Insurance Company
		INSURER B: (Non-Liability) National Union Fire Insurance Company of Pittsburgh, PA
		INSURER C: AIG Specialty Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$2,000,000
		X	SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
							Sexual Abuse AGGREGATE	\$1,000,000
			MEDICAL PAYMENTS				Any One Person	
C	X	DIRECTORS & OFFICERS		015454400	01/01/2023	01/01/2024	EACH LOSS	\$1,000,000 *
							AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE		015440383	01/01/2023	01/01/2024	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			RETROACTIVE DATE	CONTINUITY DATE
		REGULATORY ACTION SUBLIMIT OF LIABILITY					POLICY INCEPTION	POLICY INCEPTION
	EM	EVENT MANAGEMENT INSURANCE		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE	POLICY INCEPTION
A	X	CRIME COVERAGE		9472683	01/01/2023	01/01/2024	EACH LOSS	\$35,000
				Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2023	01/01/2024	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

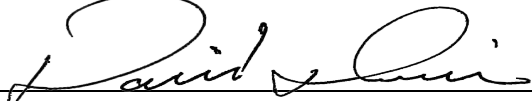
City of Columbia
700 North Garden Street
Columbia, TN 38401

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

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


 AUTHORIZED REPRESENTATIVE

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

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 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867	CONTACT NAME: David Irwin PHONE (A/C, No, Ext): (570) 473-2150 FAX (A/C, No): (570) 473-2151 E-MAIL ADDRESS: Dlrwin@Keystoneinsgrp.com
INSURED Little League Baseball Risk Purchasing Group, Incorporated COLUMBIA AMERICAN LL 725 cheairs circle columbia TN 38401	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19437 26883

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

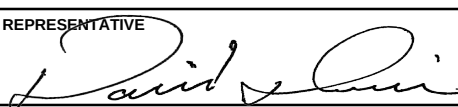
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per League	X		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SEXUAL ABUSE OCC/AGG \$ 1M/\$1M
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER**CANCELLATION**

City of Columbia 700 North Garden Street Columbia TN 38401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Columbia
700 North Garden Street
Columbia, TN 38401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/25/23
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867	CERTIFICATE #: 3420301-2023-3 3 42 08	
ADDITIONAL NAMED INSURED: COLUMBIA AMERICAN LL 725 cheairs circle columbia, TN 38401	INSURERS AFFORDING COVERAGE:	
	INSURER A:	Lexington Insurance Company
	INSURER B: (Non-Liability)	National Union Fire Insurance Company of Pittsburgh, PA
	INSURER C:	AIG Specialty Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$2,000,000
		X	SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
							Sexual Abuse AGGREGATE	\$1,000,000
			MEDICAL PAYMENTS				Any One Person	
C	X	DIRECTORS & OFFICERS		015454400	01/01/2023	01/01/2024	EACH LOSS	\$1,000,000 *
							AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE		015440383	01/01/2023	01/01/2024	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
		SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION				RETROACTIVE DATE	CONTINUITY DATE
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			POLICY INCEPTION	POLICY INCEPTION	
	EM	EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE	POLICY INCEPTION	
A	X	CRIME COVERAGE		9472683	01/01/2023	01/01/2024	EACH LOSS	\$35,000
				Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2023	01/01/2024	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

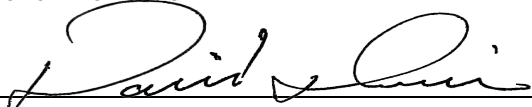
"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

Maury County Board of Education
501 West 8th St.
Ccolumbia, TN 38401

INSURED Little League Baseball Risk Purchasing Group, Incorporated 539 U.S.RT. 15 Highway South Williamsport, PA 17702	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

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 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867	CONTACT NAME: David Irwin PHONE (A/C, No, Ext): (570) 473-2150 FAX (A/C, No): (570) 473-2151 E-MAIL ADDRESS: Dlrwin@Keystoneinsgrp.com
INSURED Little League Baseball Risk Purchasing Group, Incorporated COLUMBIA AMERICAN LL 725 cheairs circle columbia TN 38401	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

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

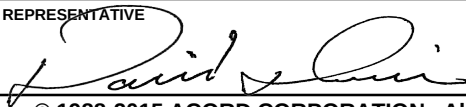
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per League	X		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SEXUAL ABUSE OCC/AGG \$ 1M/\$1M
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER**CANCELLATION**

Maury County Board of Education 501 West 8th St. Columbia TN 38401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Maury County Board of Education
501 West 8th St.
Columbia, TN 38401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/25/23
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867		CERTIFICATE #: 3420301-2023-3 3 42 08
ADDITIONAL NAMED INSURED: COLUMBIA AMERICAN LL 725 cheairs circle columbia, TN 38401		INSURERS AFFORDING COVERAGE: INSURER A: Lexington Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburgh, PA INSURER C: AIG Specialty Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
* SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$2,000,000
		X	SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
							Sexual Abuse AGGREGATE	\$1,000,000
			MEDICAL PAYMENTS				Any One Person	
C	X	DIRECTORS & OFFICERS		015454400	01/01/2023	01/01/2024	EACH LOSS	\$1,000,000 *
							AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE		015440383	01/01/2023	01/01/2024	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			RETROACTIVE DATE POLICY INCEPTION	CONTINUITY DATE POLICY INCEPTION	
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION					
	EM	EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE	POLICY INCEPTION	
A	X	CRIME COVERAGE		9472683	01/01/2023	01/01/2024	EACH LOSS	\$35,000
				Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2023	01/01/2024	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

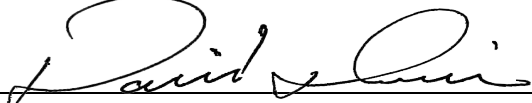
Maury County Parks and Recreation Department
1018 Maury County Park Dr.
Columbia, TN 38401

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

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


 AUTHORIZED REPRESENTATIVE

IMPORTANT

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

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 Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867	CONTACT NAME: David Irwin PHONE (A/C, No, Ext): (570) 473-2150 FAX (A/C, No): (570) 473-2151 E-MAIL ADDRESS: Dlrwin@Keystoneinsgrp.com
INSURED Little League Baseball Risk Purchasing Group, Incorporated COLUMBIA AMERICAN LL 725 cheairs circle columbia TN 38401	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

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

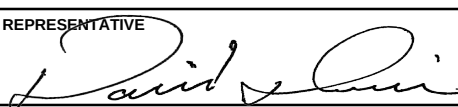
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per League	X		011405746	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SEXUAL ABUSE OCC/AGG \$ 1M/\$1M
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y / N ☐ N / A E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as Additional Insured per form CG 2026 (04/13)

CERTIFICATE HOLDER**CANCELLATION**

Maury County Parks and Recreation Department 1018 Maury County Park Dr. Columbia TN 38401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Maury County Parks and Recreation Department
1018 Maury County Park Dr.
Columbia, TN 38401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

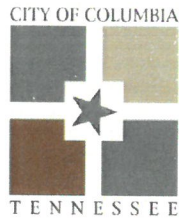
B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



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 Columbia Soccer Association, whose address is 1504 Shadow Lawn 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, Cook Soccer Park and Ridley Park Sports Complex hereinafter called "Premises."

2. TERM

The term of this permit shall begin on May 10, 2023 and shall terminate on January 9, 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

A. Permittee shall pay the City a user fee of \$0.00 per use of the facilities.

B. Any additional monetary or other contributions from the Permittee above the stated fees are appreciated.

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

6. **BY-LAWS**

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

7. **MAINTENANCE**

Permittee shall assist in Premises maintenance by following means:

- A. Permittee shall, at its sole cost and expense, provide for all turf management and routine maintenance to the soccer fields to include but not to be limited to: mowing, fertilizing, watering, weeding, marking/lining of fields; maintaining the park grounds / facilities to include litter pickup and restroom cleaning.
- B. In addition, Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.
- C. City shall provide routine, non-routine and major maintenance for all grounds and facilities, other than improvements and structures installed by Permittee and the soccer fields, to include but not to be limited to: repairs associated with the restroom / concession facilities, park equipment, water and sewer lines, roadways and parking lots, and drainage systems; and also the regular mowing and grooming of the entire park up to the border of each playing field.

8. **IMPROVEMENTS/DEVELOPMENT**

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

9. **REMOVAL OF IMPROVEMENTS**

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

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

10. **OPERATION**

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

11. INDEMNITY

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

- A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises;
- B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.

12. CONCESSIONS RIGHTS – COOK SOCCER PARK

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

13. ADVERTISING

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

14. POSSESSOR INTEREST AND TAXES

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

15. NON-EXCLUSIVE OCCUPANCY

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

16. COMPLIANCE WITH THE LAW

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

17. INSURANCE

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

Comprehensive General Liability insurance of:

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

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

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

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

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

18. EQUAL OPPORTUNITY

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

19. NON-DISCRIMINATION

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

20. DRUG AND ALCOHOL POLICY

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

21. UTILITIES AND SERVICES

The City shall provide all utilities and services required.

22. AMENDMENT TO PERMIT

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

23. PARTIAL INVALIDITY

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

24. GOVERNING LAW

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

25. PROVISIONS REQUIRED BY LAW

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

26. NOTICE

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

PERMITTEE

Columbia Soccer Association
c/o Glenn Holley, President
1504 Shadow Lawn Drive
Columbia, TN 38401
Phone: (931) 374-0845

CITY

Columbia Parks & Recreation Department
c/o Mackel Raegan, Director
821 West 9th Street
Columbia, TN 38401
Phone: (931) 388-8119

27. SPECIAL PROVISIONS

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

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

28. TERMINATION

- A. **FOR CAUSE:** The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:
- 1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.
 - 2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.
 - 3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.
- B. **FOR CONVENIENCE:** Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

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

PERMITTEE

By _____
Glenn Holley, President
Columbia Soccer Association

Date _____

Legal Form Approved:

C. Tim Tisher
C. Tim Tisher,
City Attorney

Date: May 3, 2023

CITY OF COLUMBIA

By _____
Mackel Raegan, Director
Parks & Recreation

Date _____

By _____
Charles (Chaz) M. Molder,
Mayor

Date _____

By _____
Thad H. Jablonski,
City Recorder

Date _____

**Title VI Policy
City of Columbia, Tennessee**

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

The City of Columbia does not allow unfair treatment because of race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, sexual orientation, gender identity or expression, genetic information or any other characteristic protected by law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2022

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

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

PRODUCER LIC #40558248 Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis, MN 55401 USA	314-304-4894	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: certificates@playershealth.com
INSURED Tennessee State Soccer Association 2630 Elm Hill Pike Nashville, TN 37214 USA		INSURER(S) AFFORDING COVERAGE INSURER A: EVEREST NATL INS CO INSURER B: GREAT AMER INS CO INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 10120 16691

COVERAGES

CERTIFICATE NUMBER: 535316129

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 ☐ CLAIMS-MADE ☐ OCCUR ☐ Includes PLL GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		SI8GL01834-221	08/01/22	08/01/23	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 5000000 PRODUCTS - COMP/OP AGG \$ 1000000 Partic Legal Liab \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			SI8GL01834-221	08/01/22	08/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SI8EX01699-221	08/01/22	08/01/23	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse and Molestation	X		SI8GL01834-221	08/01/22	08/01/23	Per Occurrence 1000000
A	Abuse & Molestation	X		SI8GL01834-221	08/01/22	08/01/23	Aggregate 2000000
B	Participant Accident Med.			E426831-01	08/01/22	08/01/23	Per Injury 100,000

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

Operations of the Tennessee State Soccer Assn, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of TSSA. Certificate holder has automatic additional insured status when required direct written contract.

****SUPERCEDES ALL PRIOR CERTIFICATES ISSUED.****

The certificate is issued on behalf of: Columbia Soccer Association

CERTIFICATE HOLDER**CANCELLATION**City of Columbia
700 North Garden Street
Columbia, TN 38401
USA

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

Christopher Pesigan

ACORD 25 (2016/03)
Jechavarria
535316129

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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA SOCCER ASSOCIATION - WARDS 1 AND 4

RECOMMENDATION: Approve.

INFORMATION: The Columbia Soccer Association is requesting the renewal of their annual Non-Exclusive Use and Occupancy Permit to utilize Cook Soccer Park and the Ridley Sports Complex soccer fields for the 2023 season. As in past years, in lieu of paying user fees, Columbia Soccer Association agrees to absorb expenditures to provide all turf management required to maintain the immediate playing surfaces at Cook Soccer Park; mowing, trimming, fertilization, weeding and marking fields for play. The Association will also assist with the litter pick up and janitorial upkeep as required for the restrooms and park areas near the fields. The City will maintain the park features up to the perimeter of each playing field.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE PURCHASE OF A TRACTOR AND EQUIPMENT IN THE AMOUNT OF \$62,719.03 USING SOURCEWELL CONTRACT

RECOMMENDATION: Approve.

INFORMATION: The Parks and Recreation Department is seeking to purchase a Kubota 4-wheel drive tractor with attachments and a Land Pride Rotary Cutter via the Sourcewell contract. This is part of the 2024 CERP Replacements with funds generated from the current year 2023. The early replacement was discussed as part of the Strategic Planning for the Parks and Recreation Department. This equipment will reduce the department's mowing by one day.

CERTIFICATION:



Columbia Kubota

1120 Riverside Drive

Columbia, TN 38401

Phone: 931-388-3362

www.columbiakubota.com



Invoice #	200-0
Date	4/26/2023
Time	9:03 AM

PO #:	11111
Document #:	200-205105
Due Date:	5/26/2023

Salesman:	Jason Osborne
Ship Via:	
Terms:	Net 30

CITY OF COLUMBIA - PARKS & REC (30412)		
821 W/ 9TH ST		
COLUMBIA	TN	38401
Contact:	ROGER HOWELL, (931) 548-9520	

Wholegood Estimate

Reprint

Ship To:		

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
(30177) 106015004 KUBOTA M7060HD 4WD TRA W/HYD SHUTTLE 8X8/FLD ROPS (SN:KBUMFCDRTN8H95719)	1.00	\$50,106.83	\$50,106.83		\$50,106.83		\$50,106.83		
(30175) 106015004 KUBOTA LA1154A LDR W QC & FRT GRD M6060/7060 M4- 061/071(SN:C3328)	1.00	\$9,749.00	\$9,749.00		\$9,749.00		\$9,749.00		
(32134) SO 02178593-00 LAND PRIDE RC2512-2 12' Rotary Cutter(SN:2006046)	1.00	\$15,445.00	\$15,445.00		\$15,445.00		\$15,445.00		
REBATES									
SOURCEWELL REBATE	-1.00	\$12,581.80	(\$12,581.80)		(\$12,581.80)		(\$12,581.80)		

Cash	Check/Check#	CC/CC Type	On Acct.	Mfg Credit	CIT	Deposit	Other
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

--

Summary of Charges	
\$0.00	Taxable
\$62,719.03	Non-Taxable
\$62,719.03	Subtotal
\$0.00	Sales Tax
\$62,719.03	Total
\$0.00	Amount Tendered
\$0.00	Change Due

Customer Signature	Date
--------------------	------

Exempt Tax Cert #:	265002133
Expiration Date:	

Printed:4/27/2023 2:25 PM

Page 1 of 1 Pages

- Standard Features -

- Custom Options -



M Series

M7060HD
UTILITY ROPS TRACTOR, 4WD, HYDRAULIC-SHUTTLE
TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3307-CR-TE4
CRS - Common Rail Fuel Injection
Electronic Governor Control
Turbocharged with EGR Valve
4 Cyl - 203 cu. in.
^ 71 Net Eng. HP
^ 64 PTO HP
EPA Tier IV Emission Certified
12V 700 CCA Battery
Charging Output 45 amps (ROPS)

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
First Remote (SCD) with Self
Canceling Detents
Eight Speed Models
6.1 gpm Power Steering
11.0 gpm Remotes / 3 Pt. Hitch
@ 2770 psi
17.2 gpm Total
Cat II 3-point Hitch
At lift Point 4200 lbs.
24" Behind 3307 lbs.
Telescoping Lower Links
Stabilizers
Swinging Drawbar

POWER TAKE OFF

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2160 Eng. rpm

FRONT AXLE

Hydrostatic Power Steering
4WD Bevel Gear
Cast Iron
55 Degree turning angle
Limited Slip Differential
Adj. (Rim) Tread Spacing
HDC12:
4WD Automatic braking from 2WD with
both brakes applied
Electro/hydraulic engagement of front
wheel drive

^ Manufacturer estimate.

FLUID CAPACITY

Fuel Tank (ROPS) 18.5 gal
Cooling System 8.6 qts
Crankcase 8.5 qts
Transmission and
Hydraulics 10.6 gal
Front Axle (4WD) 8.5 qts

DRIVE TRAIN

Eight Speed Models
Four Speed Fully Synchronized
8F/8R Speeds Hydraulic Shuttle
Planetary Final Drives
Rear Diff Lock (ALL)

SAFETY EQUIPMENT

Flip-Up PTO Shield
Safety Start Switches
PTO - OPC (Operator Presence
Control, Alarm 10 seconds
Electric Key Shut Off
Mechanical Wet Disc Brakes
Parking Brakes
Turn Signals
SMV Sign

ROPS MODEL

2-Post Foldable ROPS
Retractable Seat Belt

LIGHTING

2 Headlights w/sidelights
2 Tail lights
2 Hazard Flasher Lights with Turn
Signals (ROPS)
7 Pin Electrical Trailer Connector

INSTRUMENTS

Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

M7060HD Base Price: \$47,441.00

(1) 72" TWO-LEVER QUICK ATTACH ROUND \$871.00

BACK BUCKET

M1811-72" TWO-LEVER QUICK ATTACH ROUND BACK
BUCKET

(1) FRONT LOADER (2 LEVER TYPE QUICK \$6,526.00

COUPLER)

LA1154A-FRONT LOADER (2 LEVER TYPE QUICK COUPLER)

(1) SELF LEVELING CONTROL VALVE KIT/ROPS \$2,352.00

M7060-SELF LEVELING CONTROL VALVE KIT/ROPS

Configured Price: \$57,190.00

Sourcewell Discount: (\$12,581.80)

SUBTOTAL: \$44,608.20

Factory Assembly: \$260.00

Dealer Assembly: \$568.33

Freight Cost: \$862.50

PDI: \$400.00

Fluid Fill: \$575.00

RC2512 \$15,445.00

Total Unit Price: \$62,719.03

Quantity Ordered: 1

Final Sales Price: \$62,719.03

Final pricing will be based upon pricing at the time of
final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting
dealer

*Some series of products are sold but for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



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 MAYOR EXECUTING THE HOLD HARMLESS AGREEMENT WITH TJ CROWELL PROPERTIES LLC

RECOMMENDATION: Approve.

INFORMATION: TJ Crowell Properties LLC is requesting permission to construct an ADA compliant ramp and landing in the City's right-of-way to access the building located at 106 East Main Street. By executing this agreement TJ Crowell Properties LLC desires to hold harmless the City of Columbia from any claims and/or litigation arising out of TJ Crowell Properties LLC use of the property.

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on April 26, 2023 by and between City of Columbia (hereinafter, "City of Columbia"), of 700 N Garden St, Columbia, Tennessee 38401 and TJ Crowell Properties LLC (hereinafter, "TJ Crowell Properties"), of 1351 Carter's Creek Pike, Columbia, Tennessee 38401. City of Columbia and TJ Crowell Properties are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, TJ Crowell Properties desires to use City of Columbia's property located at 106 E. Main Street Columbia, Tennessee 38401 (the "Property") to build an ADA compliant landing in "front of the building" as shown in Exhibit "A"; and

WHEREAS, in exchange for making the Property available to TJ Crowell Properties for such purposes, TJ Crowell Properties desires to hold harmless City of Columbia from any claims and/or litigation arising out of TJ Crowell Properties' use of the Property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, City of Columbia and TJ Crowell Properties hereby agree as follows:

TERMS

1. **Hold Harmless.** TJ Crowell Properties shall fully defend, indemnify, and hold harmless City of Columbia from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising in any way out of the use of the City of Columbia's aforementioned property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to City of Columbia for all legal fees, expenses, and costs incurred by it.
2. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.
3. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or

proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Tennessee law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Tennessee law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of Tennessee, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Tennessee. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures. This Agreement shall be signed on behalf of City of Columbia by _____, and on behalf of TJ Crowell Properties by TYLER CROWELL and effective as of the date first written above.

CITY OF COLUMBIA:

SIGNATURE

PRINT NAME

DATE: _____

TJ CROWELL PROPERTIES, LLC:

[Signature]
SIGNATURE

TYLER CROWELL
PRINT NAME

DATE: 4/25/23

LEGAL FORM APPROVED:

C. Tim Tisher
C. TIM TISHER, CITY ATTORNEY

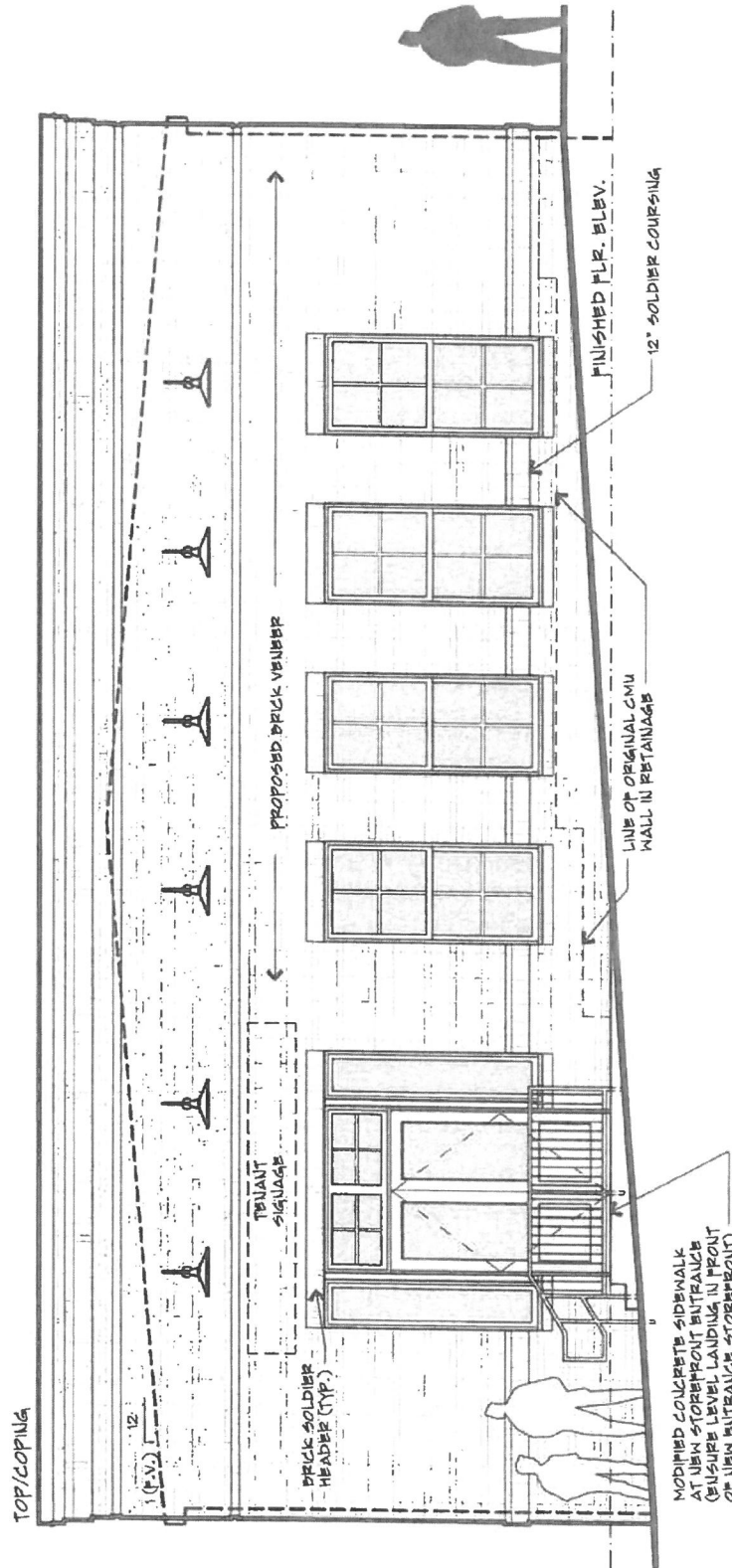
These drawings, designs, details and specifications are the property of Nuber Architecture and are to be used only for the project and site identified herein. No part of these drawings may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without prior written permission from Nuber Architecture. Failure to comply with these terms may result in criminal prosecution.

16-17-2021
2021014
C. Nuber

ELBV Proposed Facade

Proposed Facility Renovation for
Hatfield Janes Creamery Location
106 East 7th Street Location
Columbia, Tennessee

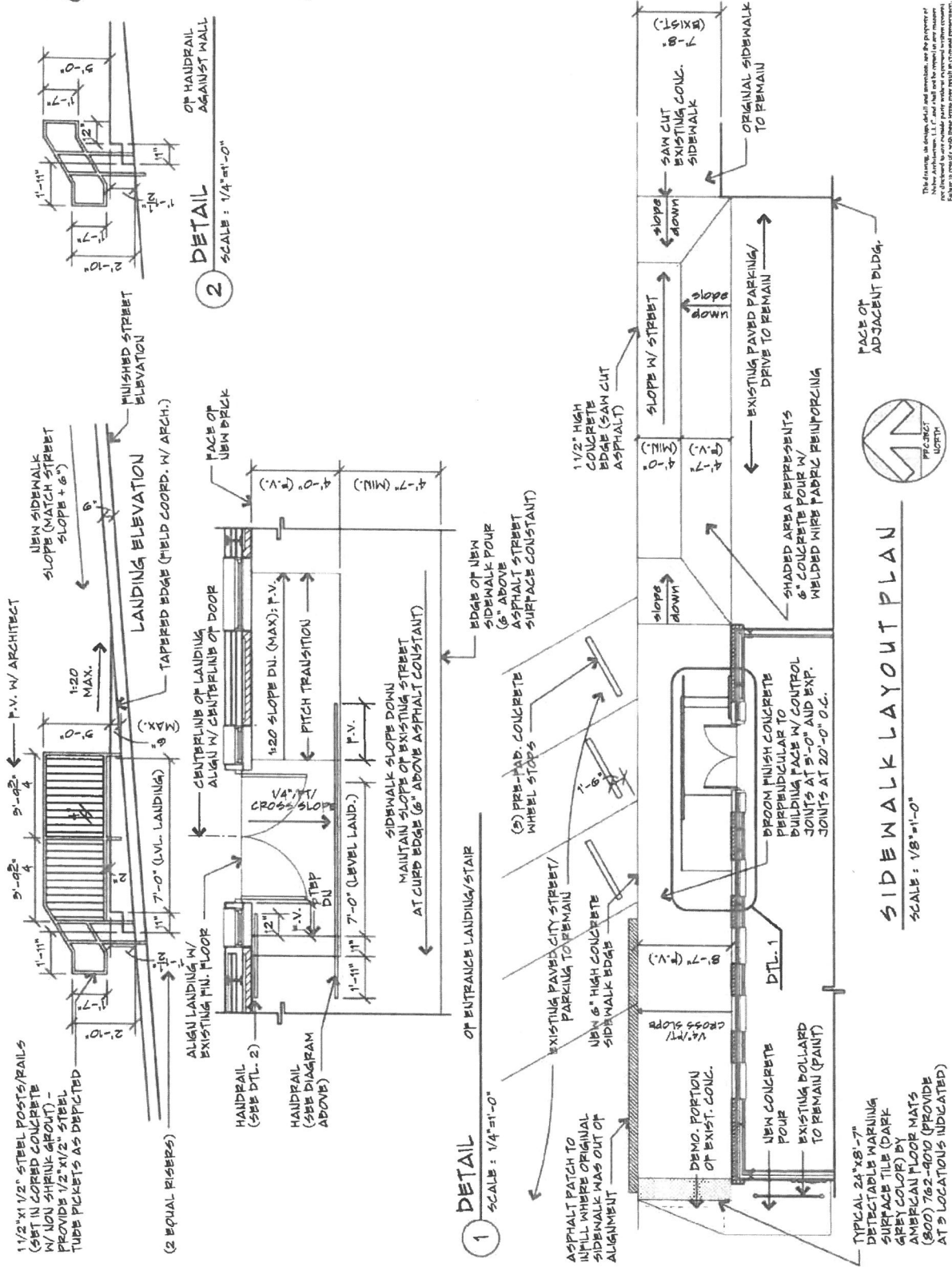
Nuber
Architecture
ECCLASICAL PLANNING / DESIGN
COMMERCIAL ARCHITECTURE
106 Rolling Fields Circle, Columbia, Tennessee 38201
Phone: (615) 460-8015 Cell: (615) 448-1711
F: nuber@nuberarchitecture.com



PROPOSED NORTH BUILDING ELEVATION WITH RAILING

SCALE: 1/4"=1'-0"

Proposed Facility Renovation for
106 East 7th Street Location
Hattie Janes Creamery Facility
Columbia, Tennessee



APPRAISAL REPORT
City of Columbia

The purpose of this appraisal is to estimate the fair market value for highway right-of-way purposes.

1. Name, Address, and Telephone Numbers

(A) Owner(s)

Josephine D. Crouch, Amy D. Cato, & Shirley D. Carthon

2485 Walker Lane

Nashville, TN 37207

Contacts: Josephine Crouch, (615) 228-0464

Natasha Yokely (Ms. Crouch's Niece), (615) 589-3881

(B) Tenant(s)

N/A

(C) Property Address and General Location

The subject is located at 875 Iron Bridge Road, approximately 0.3-mile west of the intersection of Tom J. Hitch Parkway. The subject is located within the incorporated city limits of Columbia, Maury County, TN.

2. Detail Description of Entire Tract

The subject property is a 7.056-acre (307,359) square foot residential site that has approximately 340 feet of frontage (per survey) along the north side of Iron Bridge Road. The subject tract features gently sloping topography and is mostly wooded. There is no clear point of ingress/egress to the site. However, other vacant tracts in the area feature access from Iron Bridge Road. It is assumed that direct access from Iron Bridge Road would be allowed.

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1

Based upon aerial imagery and confirmed during the site inspection, the subject tract appears to be encumbered by an overhead power line easement. It is approximately 50-feet wide by 680 feet in length. The power line easement extends across the subject tract from the northwest property corner to the southeast property corner. Public utilities available to the subject property include water and electric service. No improvements were identified on the subject tract.

3. Tax Map Information and Flood Hazard Data

Tax Map and Parcel No.

Map 099 Parcel 009.00

FEMA Flood Hazard Area

The subject property is identified on Federal Emergency Management Agency Map Panel 47119C0285E. The map was last revised April 16, 2007. According to the most recent flood map revision, the subject property is located within the following designated flood hazard areas.

Special Flood Hazard Areas – High Risk

☒ Zone AE – Areas subject to inundation by the 1-percent-annual change flood event.

Moderate and Minimal Risk Areas

☒ Zone B, X (shaded) – Moderate risk areas within the 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance flooding where average depths are less than 1 foot, areas of 1-percent-annual-chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent-annual-chance flood by a levee.

☒ Zone C, X (unshaded) – Minimal risk areas outside the 1-percent and 0.2-percent-annual-chance floodplains.

A copy of the interactive flood map panel follows.

FEMA Flood Map 47119C0285E (FIRM Panel, Last Revised April 16, 2007)



4. Interest Acquired

Fee Simple ☐ Drainage Easement ☐ Slope Easement ☒ Construction Easement ☒ Other ☐

5. Acquisition

Total ☐ Partial ☒

6. Type of Appraisal

Formal ☐ Formal Part-Affected ☒

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1

Intended Use of Report

This "Formal Part-Affected" appraisal of a 100% ownership position is intended for the sole purpose of assisting O.R. Colan Associates, LLC and the City of Columbia in the acquisition of land for right-of-way purposes. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution.

This is an appraisal report which is intended to comply with Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The appraisal report presents only a summary of information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions. Supporting documentation that is not provided within the report is retained in the appraiser's workfile or can be obtained from the Market Data Brochure. The depth of discussion contained in this report is specific to the needs of the client.

7. Detailed Description of Land Acquired

Permanent Slope Easement

Based upon the provided set of plans, the City of Columbia proposes a permanent slope easement acquisition containing a total area of 0.058-acre (2,540 SF). The proposed easement acquisition is planned for the southeast corner of the site, spanning a distance of 174.28' along the Iron Bridge Road frontage. The proposed easement acquisition is variable in depth, ranging from 10' to 30' north of the ROW boundary.

Temporary Construction Easement

Based upon the provided set of plans, the City of Columbia proposes a temporary construction easement acquisition containing a total area of 0.048-acre (2,085 SF). The proposed easement is slated for a working area for the above-referenced slope easement acquisition. The proposed easement acquisition is variable in depth, with a maximum depth of 10' measured from the slope easement boundary. The proposed duration of the easement is for a period of three years.

8. Subject Sales History

Title to the subject property is currently vested in **Josephine D. Crouch, Amy D. Cato, & Shirley D. Carthon**. The property was acquired from Joe Davison on April 18, 1973 for reported consideration of \$0. The transaction is recorded in Book 781 Page 524, Register's Office of Maury County, Tennessee (ROMCT). There have been no arm's-length transfers of the subject tract in the three years preceding the effective date of this appraisal.

Existing Use: Vacant land

Zoning: CD-3 (Neighborhood Character District)

Utilities Available: Water, Electric

Off-Site Improvements: Iron Bridge Road

Land Area (Ac.): 7.056 Acres

Land Area (SF): 307,359 SF

9. Highest and Best Use

Definition: "[1] The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. [2] The use of an asset that maximizes it's potential and that is possible, legally permissible, and financially feasible. [3] The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future." [The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Page 109].

As Vacant

Legally Permissible

The subject parcels are zoned CD-3 (Neighborhood Character District). The subject site size and dimensions are sufficient to meet the zoning district requirements. Development of the subject parcel is legally permissible.

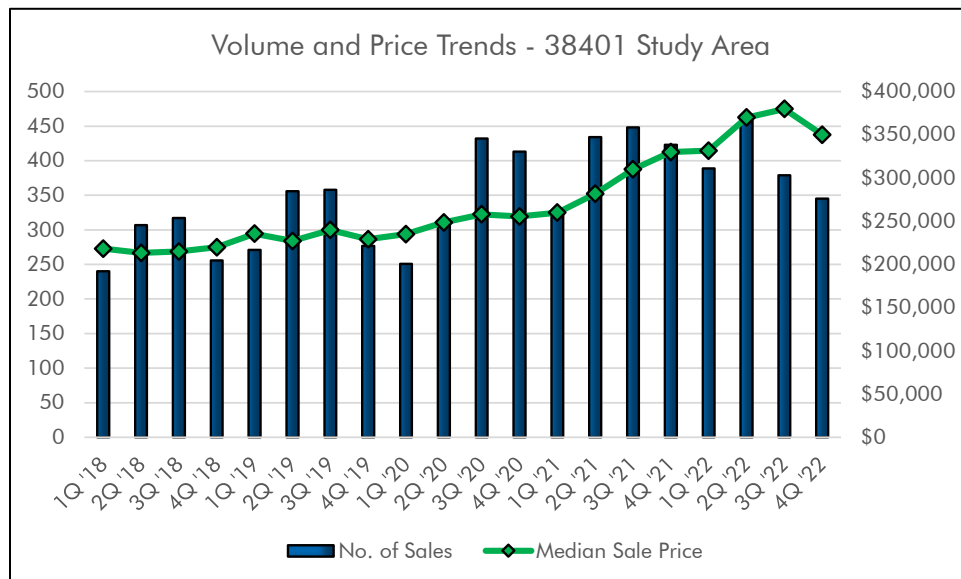
Physically Possible

The subject site is a 7.056-acre tract east of downtown Columbia. The area is characterized primarily by established residential homes, apartments, and limited clusters of supporting commercial development. The site has adequate frontage along Iron Bridge Road, along with adequate size and topography. However, the site lacks access to a public sewer source. These features are typical of rural market areas and are sufficient to support improvements. However, until access to public sewer becomes available, any residential development would require a sufficient perk test for a septic system.

Financially Feasible

The City of Columbia has experienced rapid population growth over the past decade. According to ESRI, the population in Columbia has increased 21% from 54,399 in 2010 to 65,729 in 2022. Population projections indicate an increase of just over 7% in the next five years. The median household income for Columbia was reported at \$65,425 which falls below the Nashville MSA figure of \$76,992.

The local housing market has benefitted from area population and household income growth. The following chart depicts housing volume and pricing trends over the past five years.



State Project No.: 60LPLM-F2-039
 Federal Project No.: N/A

County: Maury
 Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1

Source: Realtracs (www.realtracs.com)

As shown in the preceding chart, housing volume increased steadily over the course of 2018-2021 with year-over-year increases between 12% and 15%. As interest rates have begun to increase, 2022 brought about a 3% drop in sales volume. Median home sale prices have flourished, even in the face of recent interest rate hikes. The median finished home sale price in 2022 was up 20% over the prior year.

Based upon available data, single-family residential construction on the subject site is financially feasible.

Maximally Productive

Based upon the preceding analysis, the maximally productive use of the subject tract is deemed to be low density single-family residential development dictated by availability of suitable perk sites.

Highest and Best Use Conclusion – As Vacant

The highest and best use as vacant is for low density single-family residential development to the maximum number of suitable perk sites.

Most Likely Buyer

The most likely buyer of the subject tract is deemed to be an owner-user.

Larger Parcel Determination

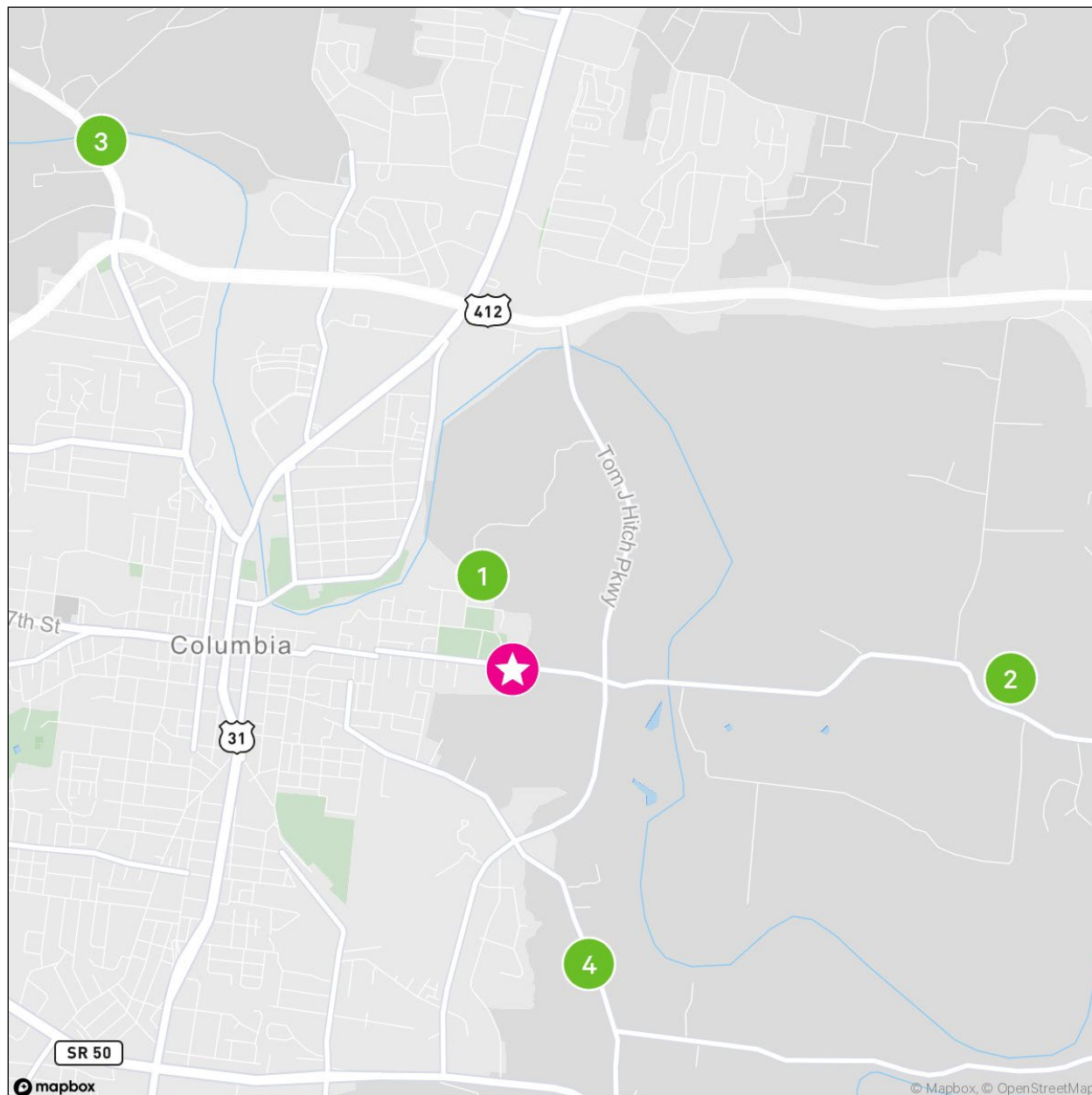
Based upon the preceding analysis and the elements that comprise the larger parcel (unity of ownership, contiguity, and unity of use), the larger parcel is considered to be the entirety of the 7.056-acre site identified as Tract 1 on the provided set of plans.

This appraisal is based upon original plans dated November 17, 2022. The plans have been supplemented with recorded deeds and GIS mapping where plans may not show the entire subject property.

SALES COMPARISON APPROACH

14. Land Value Analysis

Map of Comparable Land Sales



State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1

(A) Analysis of Comparability

LAND SALES ADJUSTMENT GRID - BEFORE					
	Subject	Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4
Grantor		Rose Ogilvie McClain	McKee & McKee, a Tennessee General Partnership	James T. Smith	The Estate of Clyde Terry Lindsey
Grantee		KCS Property, LLC	Jose Cervantes	Michael D. Penrod	Bobby Lovell
Date of Sale		Jul-22	Mar-22	Oct-21	Apr-21
City, State	Columbia, TN	Columbia, TN	Columbia, TN	Columbia, TN	Columbia, TN
Gross Acres	7.056	15.400	5.580	13.009	10.590
Actual Sale Price		\$225,000	\$60,000	\$200,000	\$180,000
Adjusted Sale Price		\$225,000	\$60,000	\$200,000	\$180,000
Unit Price	Per Acre	\$14,610	\$10,753	\$15,374	\$16,997
Property Rights Conveyed					
Financing					
Conditions of Sale					
Market Conditions (Time)	10%	5%	8%	12%	19%
Adjusted \$/Acre		\$15,341	\$11,613	\$17,219	\$20,226
Relative Location		0%	10%	0%	0%
Size	7.056	15%	0%	15%	5%
Shape	Irregular	0%	15%	0%	0%
Frontage/Access	Adequate	0%	0%	0%	0%
Topography	Moderate Slope	0%	0%	0%	0%
Zoning/Use	CD-3 (Neighborhood Character District)	0%	0%	0%	0%
Floodplain	Zone AE	0%	-5%	15%	0%
Water Features	Creek Frontage	0%	15%	-5%	0%
Utilities	Water, Electric	-5%	0%	0%	0%
Easements/Encumbrances	MTEMC Overhead Power line	-5%	-5%	-5%	-5%
Net Adjustment		5%	30%	20%	0%
Indicated Unit Value		\$16,108	\$15,097	\$20,663	\$20,226
Estimated Unit Value				\$20,000	

Analysis

Unit of Comparison:

Price Per Acre

Non Physical Adjustments

Financing:

No adjustments were necessary.

Market Conditions (Time) Adjustment:

All comparables received time adjustments for sale dates based on a 10% annual adjustment.

Conditions of Sale:

No adjustments were necessary.

Continued on the following page...

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1

Physical Adjustments

Relative Location:	An upward adjustment is required for Comp 2 given it's more rural location outside of Columbia.
Size:	Upward adjustments are required for the larger sizes of Comps 1, 3, and 4, with regard to economies of scale.
Shape:	The inferior shape of Comp 3 warrants an upward adjustment.
Frontage/Access:	No adjustments were necessary.
Topography:	No adjustments were necessary.
Zoning/Use:	No adjustments were necessary.
Floodplain:	A downward adjustment to Comp 2 was necessary as it is located outside of a designated floodplain. An upward adjustment to Comp 3 was necessary given the greater encumbrance by a designated floodplain as well as location within the floodway.
Water Features:	An upward adjustment was necessary for Comp 2 as the property does not have any creek/river frontage. A downward adjustment was necessary for Comp 3 as the property's frontage along the Duck River is considered superior to the subject's creek frontage.
Utilities:	A downward adjustment was necessary for Comp 2 given the availability of public sewer.
Easements/Encumbrances:	Each of the comps required a downward adjustment for differences in easements/encumbrances.
Discussion of Reconciled Value:	All comps were considered good representatives of the subject and equal weight was given to all comps.
Reconciled Unit Value:	\$20,000 Per Acre
Subject Site Value:	\$141,120
Rounded:	\$140,000

17. Explanation and/or Breakdown of Land Values

(A) Valuation of Land

<u>Property Type</u>	<u>Size</u>	<u>Price per Unit</u>	<u>Indicated Value</u>
Residential Land	7.056 Acres (307,359 SF)	@ \$20,000 Per Acre =	\$141,120
		Rounded:	\$140,000

18. Approaches to Value Considered

Indicated Value of Entire Tract by Sales Comparison Approach : \$140,000 (Rounded)

Vacant land tracts similar to the subject property are typically valued using only the Sales Comparison Approach. Since there are no improvements located on the property, the Cost Approach is not considered applicable and has been omitted from this report. The Income Capitalization Approach has also been omitted as vacant land tracts are seldom purchased for their income-producing capabilities.

19. Fair Market Value of Entire Tract

Based upon the analysis contained herein, the reconciled value of the subject property is estimated at \$140,000.

(A) Total Amount Due Owner if Part-Affected Acquired: \$1,332

(B) Amount Attributable to Land/Improvements: \$1,332/\$0

Partial Acquisition

20 Value of Entire Tract	\$140,000
--------------------------	-----------

Amount Due Owner if Only Part Acquired

A.	Fee Simple Acquisition	@		\$0
	Permanent Drainage Easement Acquisition	@		\$0
	Slope Easement Acquisition	0.058-acre @	\$18,000	\$1,044
	Temporary Construction Easement Acquisition	0.048-acre @	\$6,000	\$288
B.	Improvements Acquired			
C.	Value of Part Acquired Land & Improvements (Subtotal)			\$1,332
D.	Total Damages			
E.	Sum of A, B, & D			\$1,332
F.	Special Benefits			
G.	Total Amount Due Owner, if only part is acquired			\$1,332

21 Value of Remainder

A. Land Remainder

			Amount per Acre		Damages		Remaining Value
			Before	After	\$	%	
Left	7.056 acres	@	\$20,000	\$20,000	\$0	0%	\$141,120
Right		@					

Remainder Value of Land	\$141,120
Less: Easements	\$1,332
Total Remainder Value of Land	\$139,788

B. Improvements Remainder

Before Value	Damages		Remaining Value
	\$	%	
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0

Remainder Value of Improvements	\$0
Total Remainder Value of Land & Improvements	\$139,788

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1

Summary of Remainder
Appraiser's Description of Remainder and Explanation of Benefits
(Supplement to Items 20 & 21, Form 2A-8)

23. Highest and Best Use Subsequent to Acquisition

The highest and best use, subsequent to acquisition, is for low density single-family residential development to the maximum number of suitable perk sites.

24. Description of Remainder

The slope easement acquisition is 0.058-acre (2,540 SF) in size and starts in the southeastern corner of the subject, moving west along the frontage of Iron Bridge Road. The slope easement is irregular in shape and features variable depths ranging from 10' to 30' from the ROW. The access and utility of the remainder for residential development is similar in the after condition. The slope easement exists in perpetuity and is therefore given 90% of the fee value.

The TCE is 0.048-acre (2,085 SF) in size, and generally runs adjacent to the proposed slope easement acquisition. Also irregular in shape, the proposed TCE acquisition features variable depths up to 10' from the proposed slope easement acquisition. The proposed duration of the easement is for a period of three years. As a portion of the larger parcel, the proposed TCE acquisition is estimated at 30% (10% x 3 years) of the fee value.

25. Amount of Damages: \$0

(A) Amount of Benefits: \$0

Photographs



View of electric line easement taken from adjacent tract to the NW facing SE



View of subject tract facing N from Iron Bridge Road

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1



View of subject tract facing N from Iron Bridge Road



View of subject tract facing N from Iron Bridge Road

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

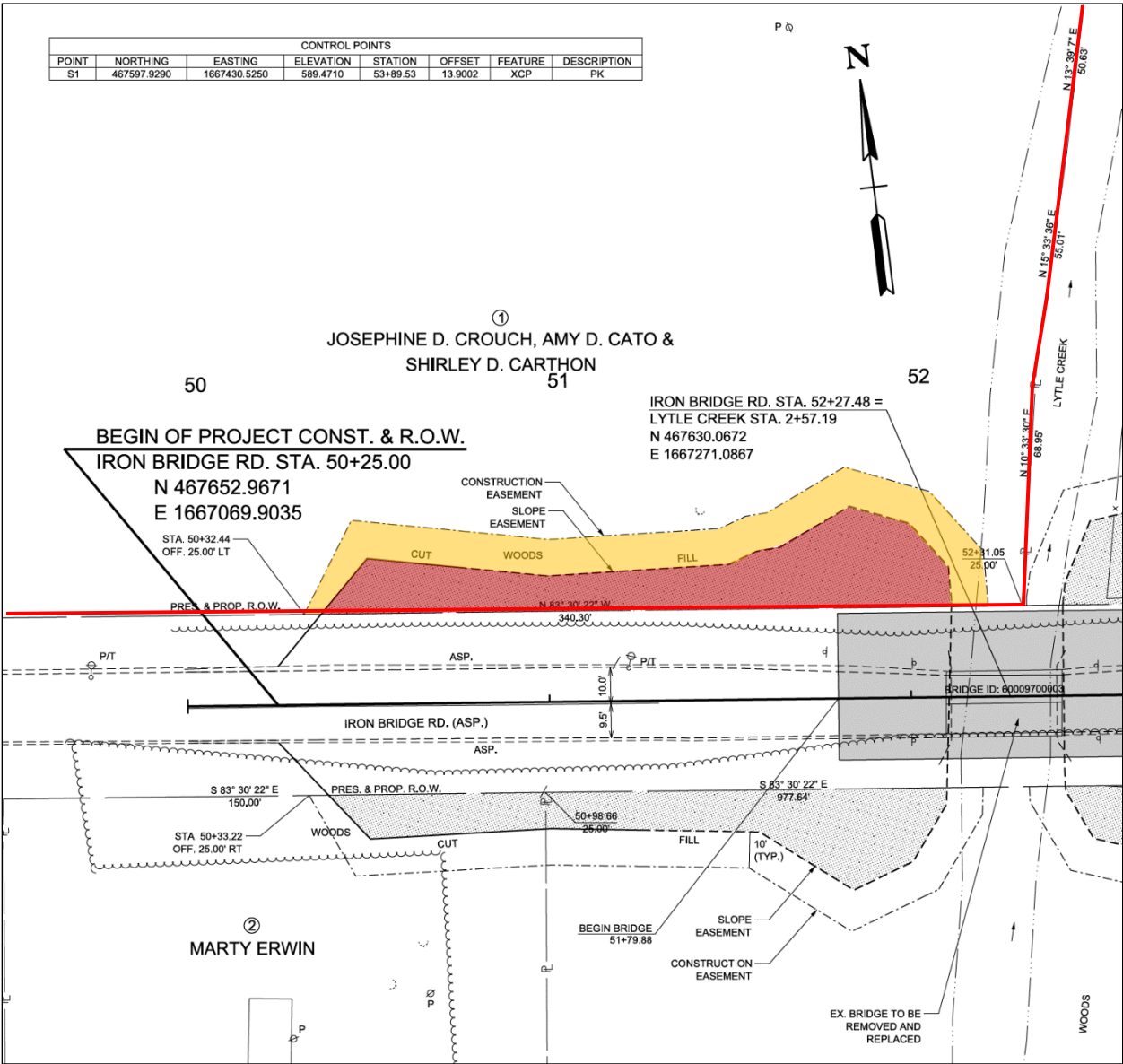
County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1



View along Iron Bridge Road facing W (subject tract to the left)

Present Layout



Slope Easement Acquisition

Temporary Construction Easement Acquisition

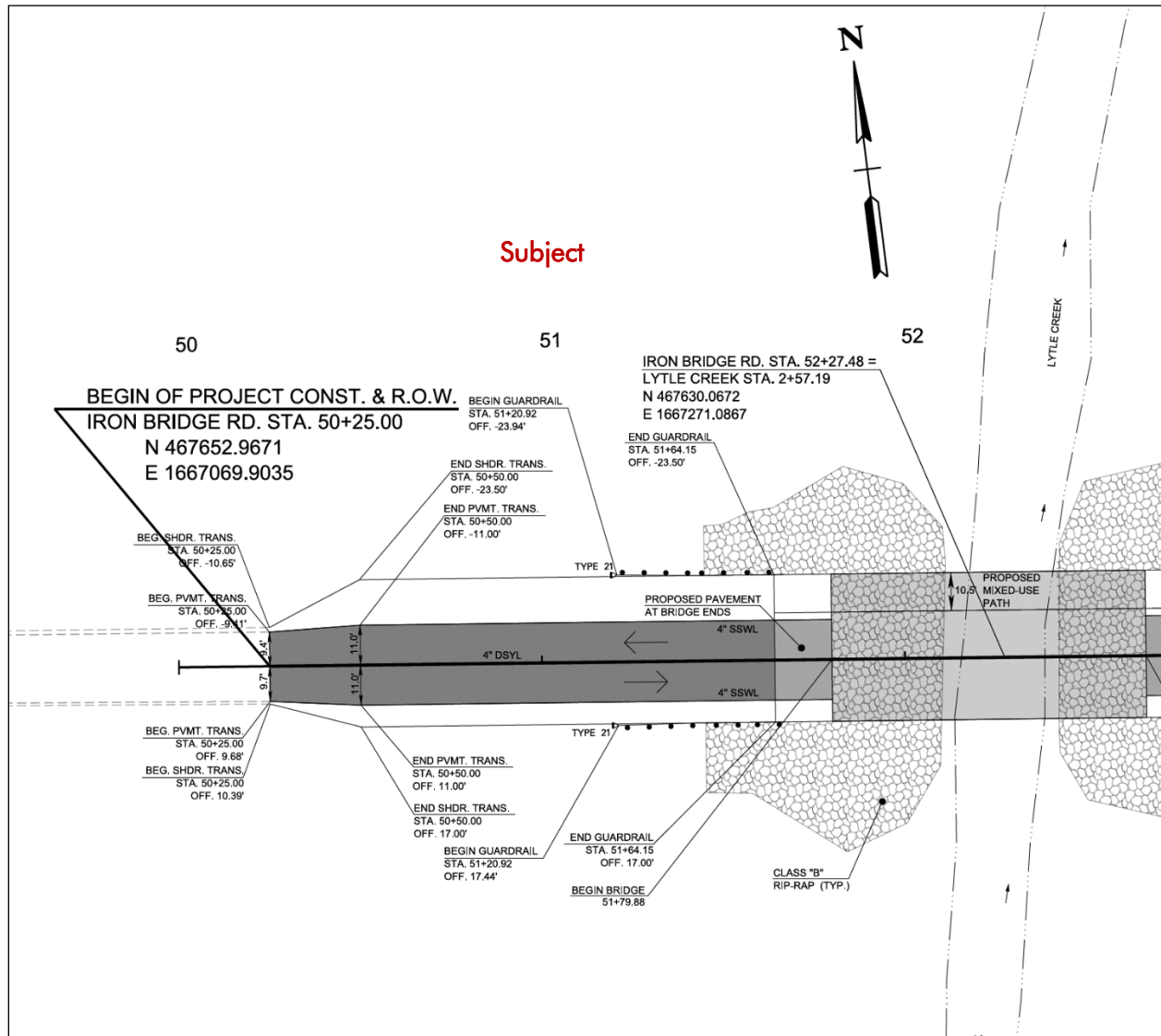


State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1

Proposed Layout

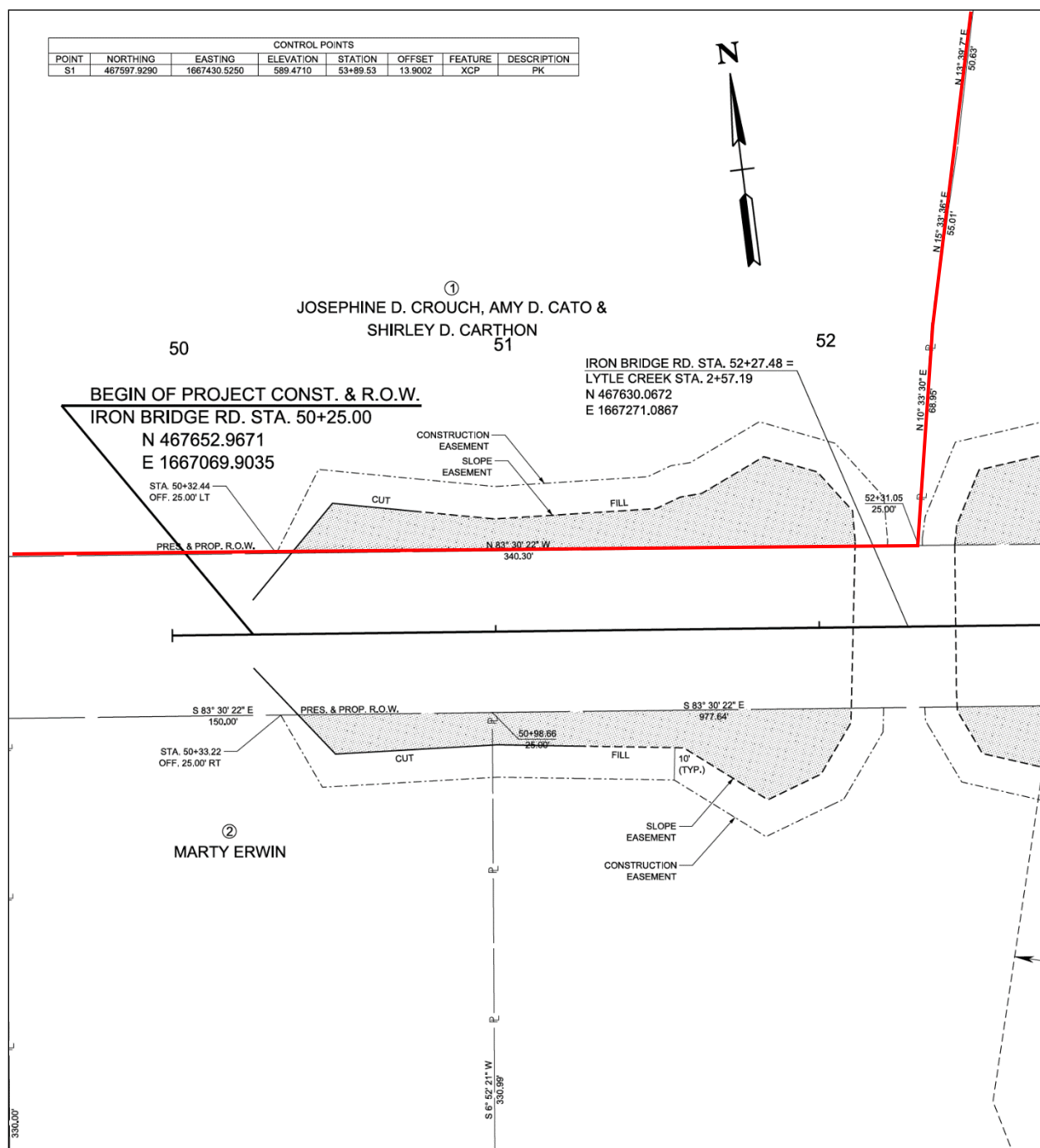


State Project No.: 60LPLM-F2-039
 Federal Project No.: N/A

County: Maury
 Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1

R.O.W. Details

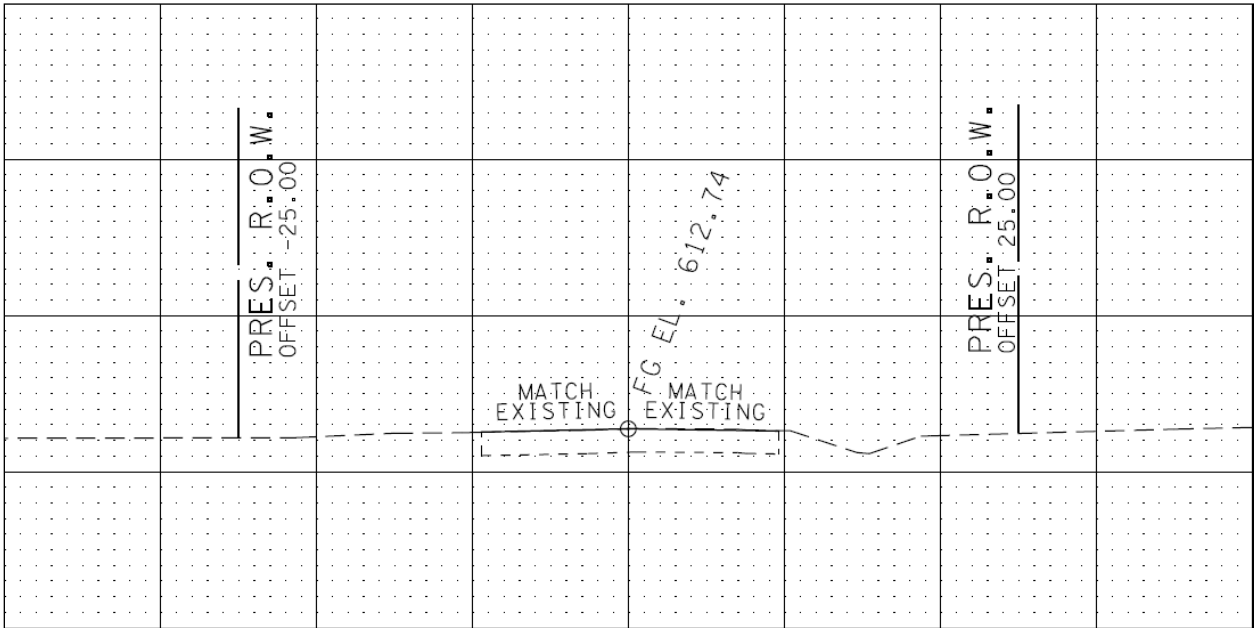


State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

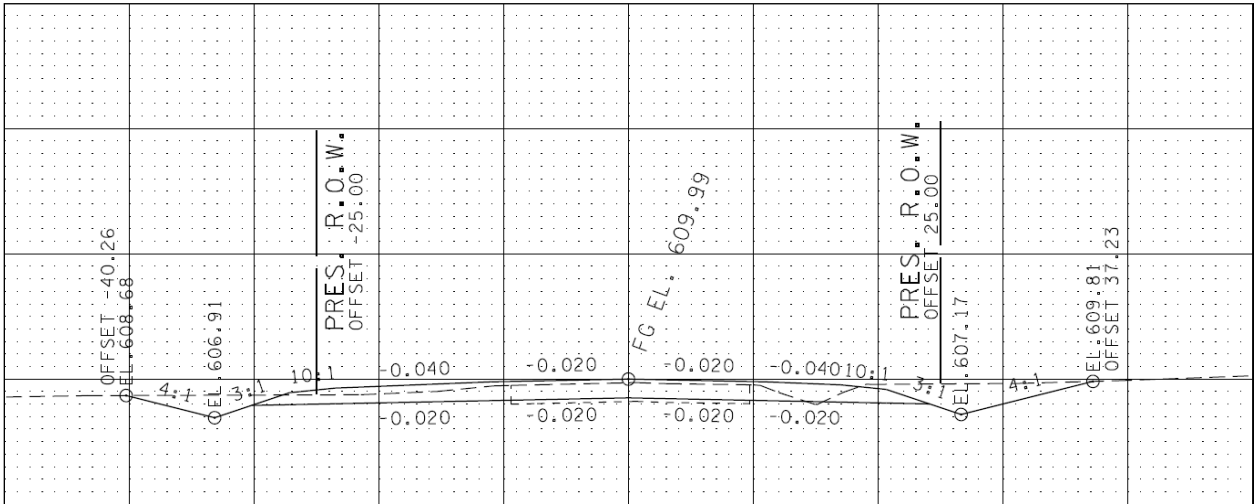
County: Maury Tract No.: 1
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1

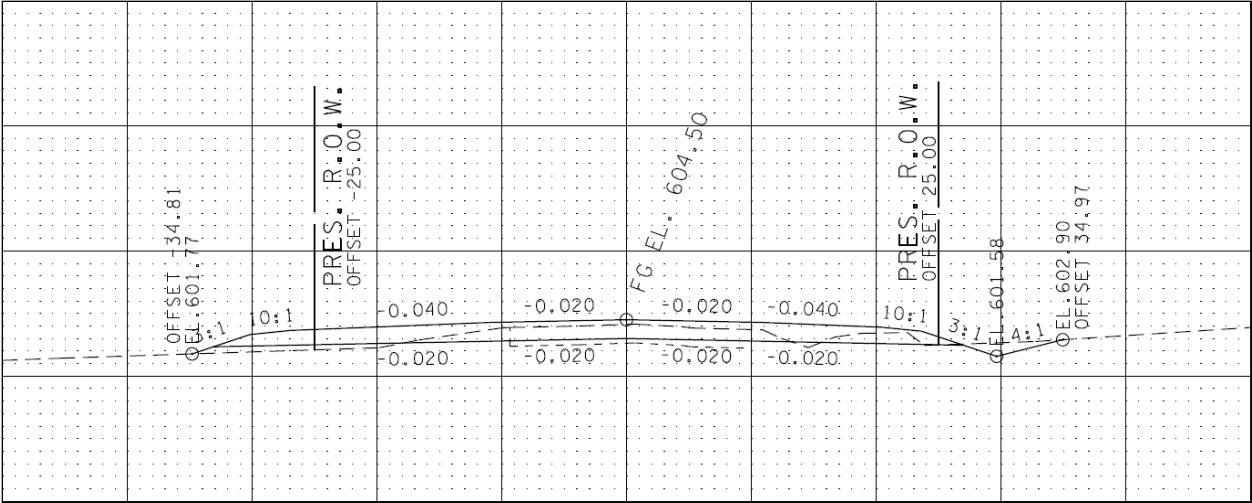
R.O.W. Cross Sections



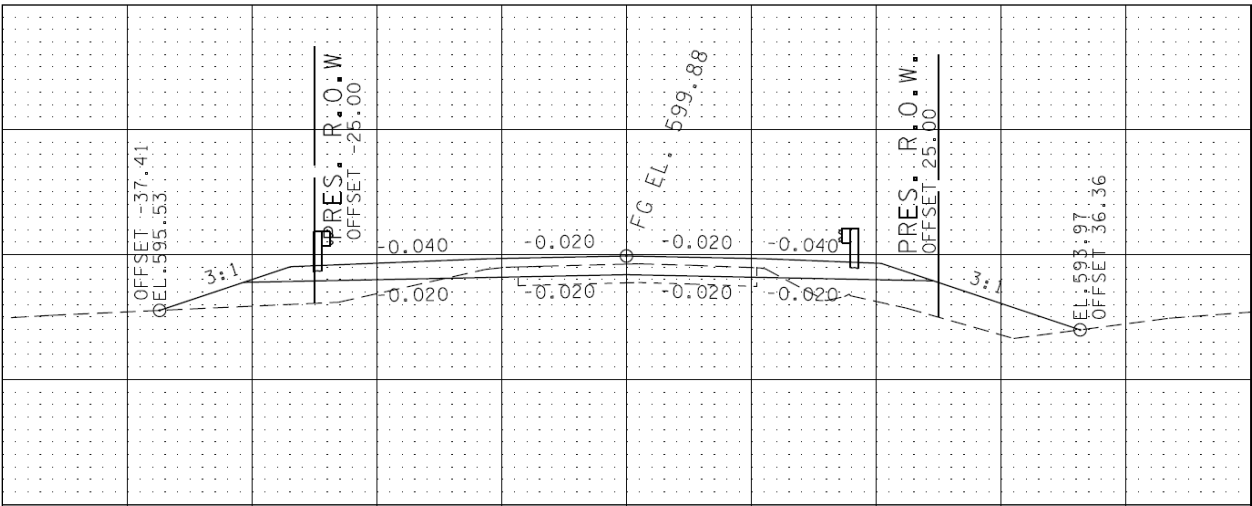
Station 50+25.00 (Subject left of centerline)



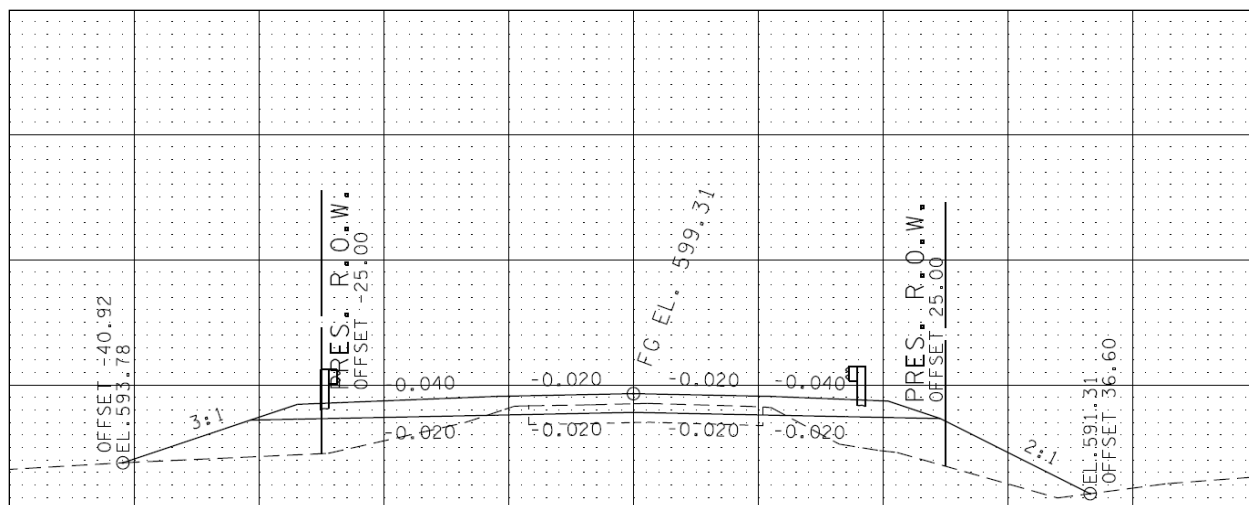
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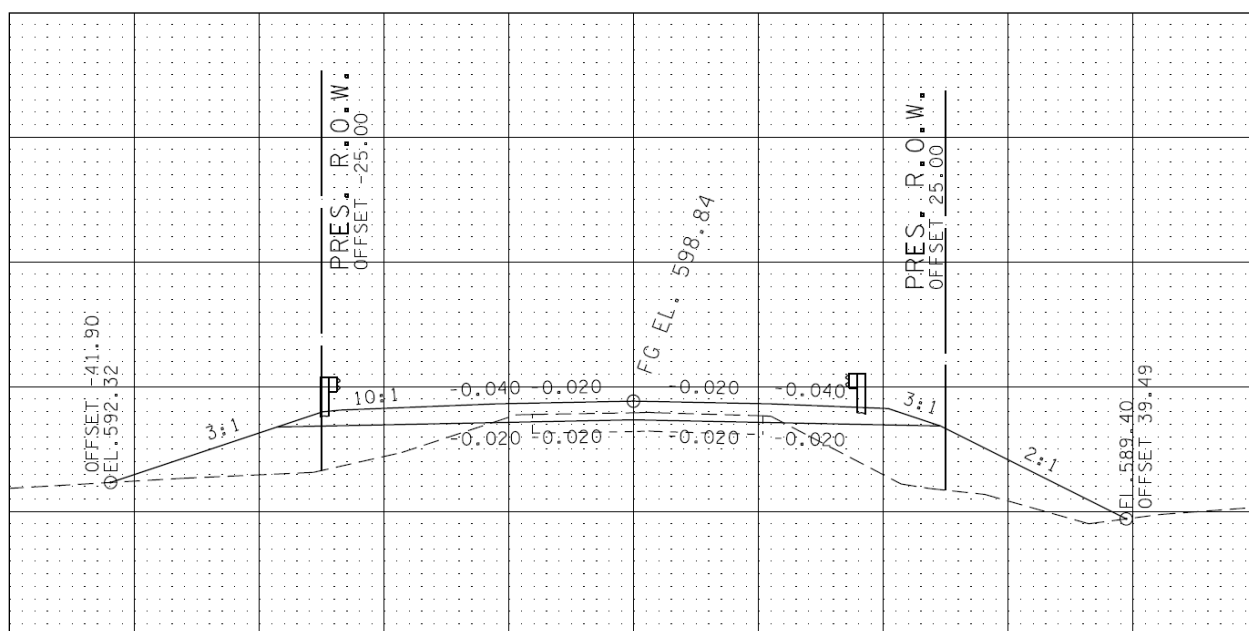
Station 51+00.00 (Subject left of centerline)



Station 51+50.00 (Subject left of centerline)



Station 51+57.65 (Subject left of centerline)



Station 51+64.15 (Subject left of centerline)

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract No.: 1

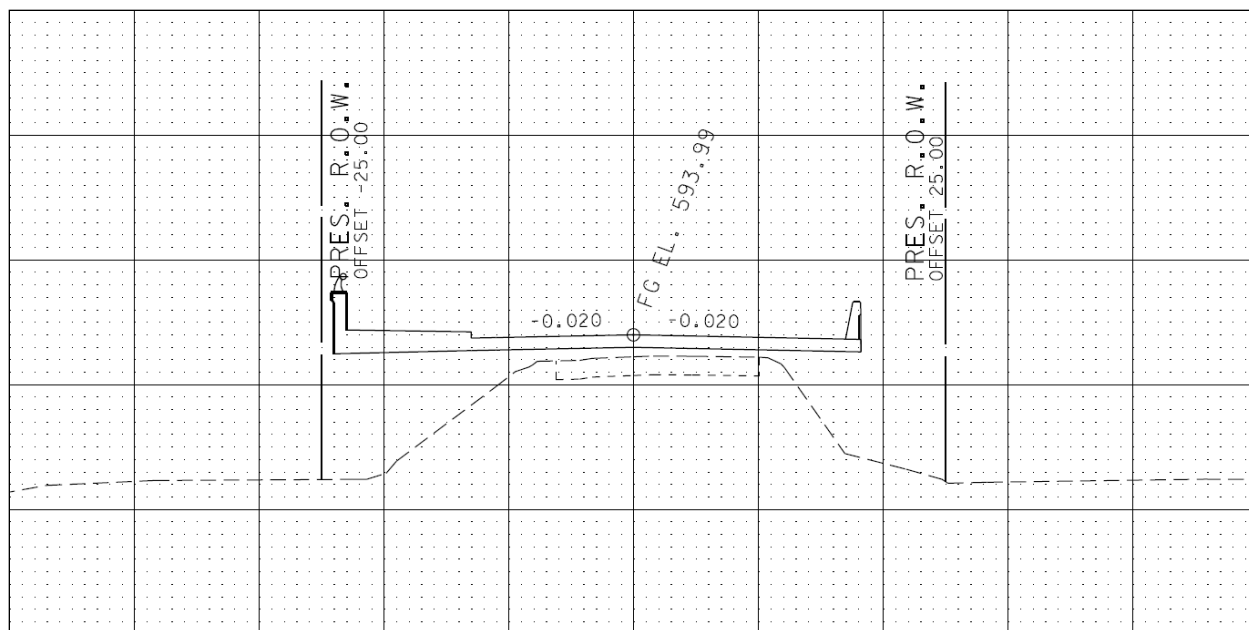
FG EL. 596.70

PRES. R.O.W. OFFSET 25.00

-0.020

-0.020

Page 164 of 491



Station 52+50.00 (Subject left of centerline)

Purpose of the Appraisal

The purpose of the appraisal is to estimate the amount due the property owner as a result of acquisition of all, or a portion of, the property for a proposed highway right-of-way project. The value estimate in this report is based on market value. See "Definition of Market Value" below.

Definition of Market Value

All estimates of value prepared for agency acquisitions shall be based on "market value" –as defined and set forth in the *Tennessee Pattern Jury Instructions 2nd* Edition to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

Property Rights Appraised

Basic underlying property rights considered herein are those of a 100% ownership position in Fee Simple, defined as: "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." *The Appraisal of Real Estate, 14th ed. Chicago, IL (page 5).*

The proposed acquisition consists of a fee acquisition and/or easement rights for the proposed construction of a highway. The easement rights, if any, consist of the acquisition of less than fee simple title and in these cases the extent of the property rights conveyed have been considered in arriving at the estimate of value.

Any and all liens have been disregarded. The property is assumed to be free and clear of all encumbrances except easements or other restrictions as noted on the title report or during physical inspection of the property and mentioned in this report.

Intended Use

The intended use of this appraisal is to assist O.R. Colan Associates, LLC and the City of Columbia in Right-of-Way acquisition or disposition.

Intended User

The intended user of this report is the O.R. Colan Associates, LLC and the City of Columbia.

NOTE: If this appraisal is limited to the area affected by the acquisition for the proposed project and consists of only a part of the whole property, the value for the portion appraised cannot be used to estimate the value of the whole by mathematical extension.

Plans for the proposed construction, including cross sections of cuts and fills for the subject property, have been considered in arriving at the estimates of market value.

Attachments

Sales information and/or other pertinent information, which is part of this appraisal report and referenced in the text of this appraisal, can be found:

☒ attached at the end of this report.

☐ in a related market data brochure prepared for this project and which becomes a part of this report.

Scope of Work

O.R. Colan Associates, LLC and the City of Columbia requested an appraisal to estimate the market value of the property described herein for the purpose of acquisition or disposition. In accordance with the client's request, appropriate/required inspections and investigations have been conducted to gain familiarity with the subject of this report and the market in which it would compete if offered for sale.

Reliable data-subscription services have been utilized as the primary search tool for transfers of vacant land as well as improved properties. Deeds have been read and interviews with property owners and project-area real estate professionals conducted to the extent necessary to gain clarity and market perspective sufficient to develop credible opinions of use and value. Where construction costs are an integral part of the valuation pursuit, national cost services have been employed, but supplemented by local suppliers and contractors where necessary.

Applicable and customary approaches to value have been considered. Each of the traditional approaches to value has been processed or an explanation provided for the absence of one or more in the valuation of the subject property. For acquisition appraisals, furnished Right-of-Way plans have been utilized to visualize the property in an after-state where there is a remainder. Damages and/or special benefits have been considered for all remainders. As well, for acquisition appraisals, a "Formal" appraisal includes all real property aspects of the "Larger Parcel" as defined in this report or the tract as shown on the right-of-way plans, in the acquisition table, or extant on the ground at the time of inspection or date of possession. A "Formal Part-Affected" appraisal generally constitutes something less than a consideration of the entire tract, but in no way eliminates appropriate analyses, or diminishes the amount due owner had a "Formal" appraisal been conducted.

Acquisition appraisals are conducted in accordance with Tennessee's State Rule which asserts that the part acquired must be paid for and that special benefits can only offset damages.

The public improvement project or its anticipation cannot be considered in the “before” value estimate; however, when there is a “remainder”, the public improvement project must be considered as to its influence on said remainder (CFR, Title 49, Subtitle A, Part 24, Subpart B, Sec. 24.103(b). Source: USPAP FAQ 218.

Applicable to Formal Part-Affected type of appraisal – when all the land and or/all improvements are not appraised, the appraisal report must disclose the existence of land and improvements as part of the property.

Reasonable exposure time is not a component of the definition for the value opinion being developed. Source: Standards Rule 1-2(c) Comment and Advisory Opinion 35 effective with 2022-2023 edition of USPAP.

Assumptions, Extraordinary Assumptions, Hypothetical Conditions, and Limiting Conditions

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event, only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected*) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. The value estimate is based on building sizes calculated by the appraiser from exterior dimensions taken during the inspection of the subject property. Land areas are based on the Acquisition Table unless otherwise noted in this report.
6. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
7. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
8. Responsible ownership and competent property managements are assumed.
9. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
10. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
11. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

12. It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
13. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
14. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
15. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
16. Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, area-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no additional materials on the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them or the costs involved to remove them. The appraiser reserves the right to revise the final value estimate if such substances are found on or in the property.
17. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could affect the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the subject property.

18. This appraisal contains a hypothetical condition that the subject roadway project will be constructed according to plans and cross sections referenced in this report. The use of this hypothetical condition might have affected the assignment results.

Certification of the Appraiser

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no (or the specified) present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.
4. I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice, Uniform Act*, and *TDOT Guidelines for Appraisers*.
9. I have made a personal inspection of the property that is the subject of this report. (If more than one person signs the certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property). I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were represented by the photographs contained in said appraisal and/or market data brochure.

10. No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)
11. That I understand that said appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of Tennessee with ☐ without ☒ the assistance of Federal-aid highway funds, or other Federal funds.
12. That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.
13. That any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.
14. That I have not revealed the findings and results of such appraisal to anyone other than the proper officials with O.R. Colan Associates, LLC or the City of Columbia and I will not do so until so authorized by said officials, or until I am released from this obligation by having publicly testified to such findings.
15. That the owner, Josephine Crouch, was contacted on Tuesday January 31, 2023 by phone, and was given an opportunity for her designated representative, Natasha Yokely, to accompany the appraiser during the inspection of the subject property. The owner and her representative declined to accompany the appraiser which occurred on Monday, February 13, 2023.
- Date(s) of inspection of subject property: 2/13/2023
- Date(s) of inspection of comparable sales: 2/13/2023
16. That the centerline and/or right-of-way limits were not staked sufficiently for proper identification on this tract.
17. That the roadway cross sections were furnished to me and/or made available and have been used in the preparation of this appraisal.

18. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
19. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
20. As of the date of this report, I, Michael B. Malone, have completed the continuing education program for Designated Members of the Appraisal Institute.
21. That my opinion of the fair market value of the acquisition as of February 13, 2023, is \$1,332, based upon my independent appraisal and the exercise of my professional judgement.

Signature: 

State of Tennessee Certified General Real Estate Appraiser License Number: TN CG-4519

Date of Report: April 13, 2023

VACANT LAND
Market Data (Sales & Rentals)

General Information

Street Address:	Martin Drive Columbia, TN 38401
Tax Identification:	090 029.00 & 090 029.02
Deed Book/Page:	R2858/84
Property Rights:	Fee Simple
Seller:	Rose Ogilvie McClain
Buyer:	KCS Property, LLC
Date of Sale:	7/11/2022
Sale Price:	\$225,000
Verification Source:	Listing Broker/Deed
Financing:	Cash to Seller

Physical Characteristics

Land Area:	15.400 Acres
Shape:	Irregular
Frontage:	±558 LF along the east side of Martin Drive
Access:	Martin Drive
Topography:	Moderate Slope
On-Site Improvements:	None
Existing Easements/Encumbrances:	Sewer easement along rear boundary of property
Utilities:	Water, Electric, Sewer
Zoning:	CD-3 (Neighborhood Character District); A-2A (Rural Residential District)

Sale Price:	\$225,000
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Price per Unit:	\$14,610
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Comments

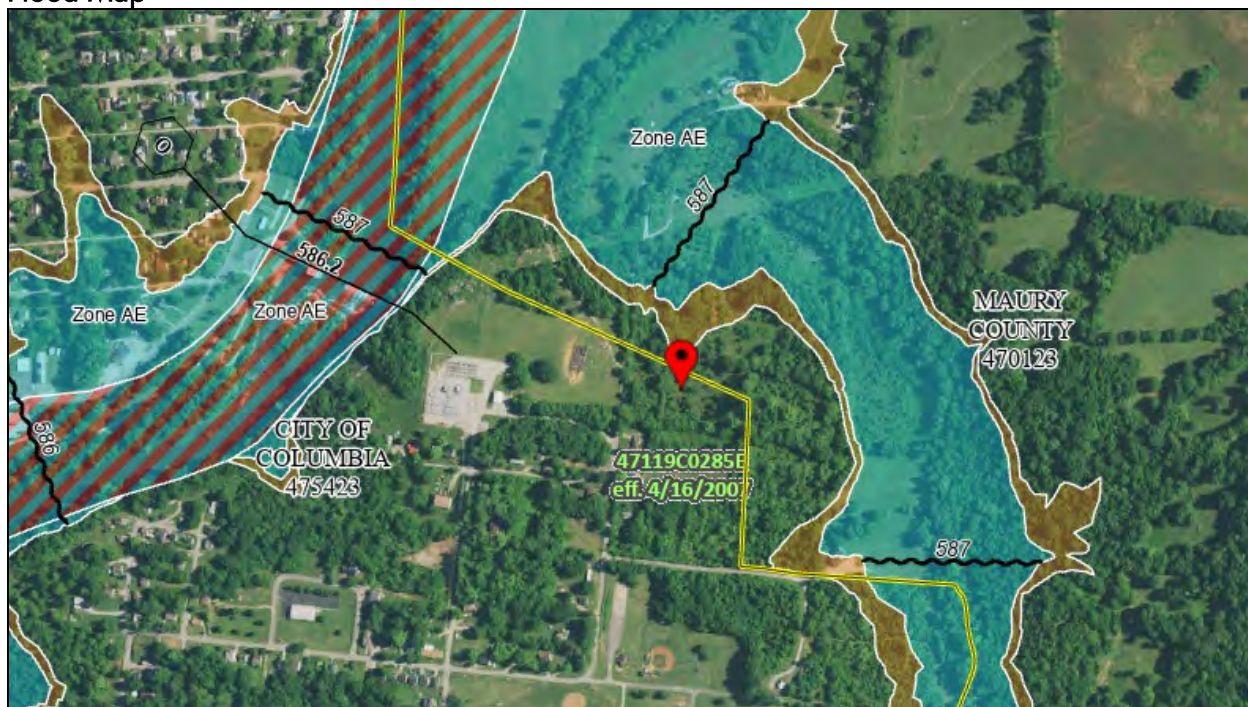
This represents the July 2022 transfer of two parcels totaling 15.40 acres located along the east side of Martin Drive in Columbia, Maury County, Tennessee. The property features just over 1,000 LF of frontage along Lytle Creek. Public sewer extends along the eastern property boundary of the property. The rear portion of the property in the vicinity of Lytle Creek is located within a FEMA designated floodplain area. The listing broker reported that the sale is representative of an arm's-length transaction and that the property had been actively listed for nearly a year prior to going under contract. According to the listing broker, public water is available to the property. However, any moderate-density residential development would require an upgrade from a 2" water line to an 8" water line.

VACANT LAND
Market Data (Sales & Rentals)

Aerial



VACANT LAND
Market Data (Sales & Rentals)

Flood Map**Photograph**

View of tract facing E from Martin Drive taken 2/13/2023 by Brandon Malone

VACANT LAND
Market Data (Sales & Rentals)

General Information

Street Address:	Iron Bridge Road Columbia, TN 38401
Tax Identification:	098 003.00
Deed Book/Page:	R2830/648
Property Rights:	Fee Simple
Seller:	McKee & McKee, a Tennessee General Partnership
Buyer:	Jose Cervantes
Date of Sale:	3/30/2022
Sale Price:	\$60,000
Verification Source:	Listing Broker/Deed
Financing:	Market Rate Financing

Physical Characteristics

Land Area:	5.580 Acres
Shape:	Irregular
Frontage:	±41LF along the east side of Iron Bridge Road
Access:	Iron Bridge Road
Topography:	Moderate Slope
On-Site Improvements:	None
Existing Easements/Encumbrances:	None Noted
Utilities:	Water, Electric
Zoning:	A-2A (Rural Residential District)

Sale Price:	\$60,000
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Price per Unit:	\$10,753
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Comments

This represents the March 2022 transfer of a 5.58-acre parcel located along the east side of Iron Bridge Road in unincorporated Maury County, Tennessee. The property is irregular in shape with minimal frontage along Iron Bridge Road. The listing broker reported that the sale is representative of an arm's-length transaction and that the property had been actively listed for nearly four months prior to going under contract. Public sewer is not available to the area, and it was unclear whether or not the property would perk for a septic system. The seller would not accept a contingency based upon suitable soils. The listing broker noted that the property was once owned by either the city or county who dug for chert rock for use in roadway construction.

VACANT LAND
Market Data (Sales & Rentals)

Aerial



VACANT LAND
Market Data (Sales & Rentals)

Flood Map



Photograph



View of tract facing E from Iron Bridge Road taken 2/13/2023 by Brandon Malone

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Comp No.: 2

VACANT LAND
Market Data (Sales & Rentals)

General Information

Street Address:	Santa Fe Pike Columbia, TN 38401
Tax Identification:	076 072.02
Deed Book/Page:	R2777/921
Property Rights:	Fee Simple
Seller:	James T. Smith
Buyer:	Michael D. Penrod
Date of Sale:	10/7/2021
Sale Price:	\$200,000
Verification Source:	Listing Broker/Deed
Financing:	Cash to Seller

Physical Characteristics

Land Area:	13.009 Acres
Shape:	Irregular
Frontage:	±889 LF along the east side of Santa Fe Pike
Access:	Santa Fe Pike
Topography:	Moderate Slope
On-Site Improvements:	None
Existing Easements/Encumbrances:	Floodplain
Utilities:	Water, Electric
Zoning:	CD-3 (Neighborhood Character District)

Sale Price:	\$200,000
Price per Unit:	\$15,374

Comments

This represents the October 2021 transfer of a 13.01-acre site located along the east side of Santa Fe Pike in Columbia, Maury County, Tennessee. The property features nearly 1,200 LF of frontage along the Duck River. Public sewer is not available to the property. Based upon GIS measurement, approximately 8.25 acres in the northern portion of the site is located within the floodway of Duck River. The remainder of the site is shown to be located within FEMA designated 100-year and 500-year floodplain areas. The listing broker reported that the sale is representative of an arm's-length transaction and that the property was listed in July of 2021 and went under contract in September.

VACANT LAND
Market Data (Sales & Rentals)

Aerial



State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Comp No.: 3

VACANT LAND
Market Data (Sales & Rentals)

Flood Map



Photograph



View of tract facing E from Santa Fe Pike taken 2/13/2023 by Brandon Malone

VACANT LAND
Market Data (Sales & Rentals)

General Information

Street Address:	Mapleash Avenue Columbia, TN 38401
Tax Identification:	114 022.08
Deed Book/Page:	R2722/815
Property Rights:	Fee Simple
Seller:	The Estate of Clyde Terry Lindsey
Buyer:	Bobby Lovell
Date of Sale:	4/1/2021
Sale Price:	\$180,000
Verification Source:	Listing Broker/Deed
Financing:	Cash to Seller

Physical Characteristics

Land Area:	10.590 Acres
Shape:	Triangular
Frontage:	±184 LF along the west side of Mapleash Avenue
Access:	Mapleash Avenue
Topography:	Generally Level
On-Site Improvements:	None
Existing Easements/Encumbrances:	Floodplain
Utilities:	Water, Electric
Zoning:	A-2A (Rural Residential District)

Sale Price:	\$180,000
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Price per Unit:	\$16,997
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Comments

This represents the April 2021 transfer of a 10.59-acre parcel located along the west side of Mapleash Avenue in unincorporated Maury County, Tennessee. The property is irregular in shape with approximately 184 LF of frontage along Mapleash Avenue. The property also features approximately 610 LF of frontage along Lytle Creek. The property was sold at absolute auction. According to the verification source, the auction was well-attended. Public sewer is not available to the area. However, it was reported that a perk test had been performed, indicating suitable soils for at least a 3BR home (source could not recall whether it perked for 3BR or 4BR). Approximately 1.4 acres at the rear of the site is located within the floodway of Lytle Creek while an additional 3.6 acres is shown to be located within a FEMA 100-year and 500-year designated floodplain. The property adjoins a trailer park located to the south. The listing broker was of the opinion that the neighboring property could have potentially impacted the overall desirability of the site. Approximately 2 months after purchase, some additional site clearing had been completed and the property re-listed on the market at \$299,000. The listing was pulled off the market after 6 months with a final list price of \$289,000.

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

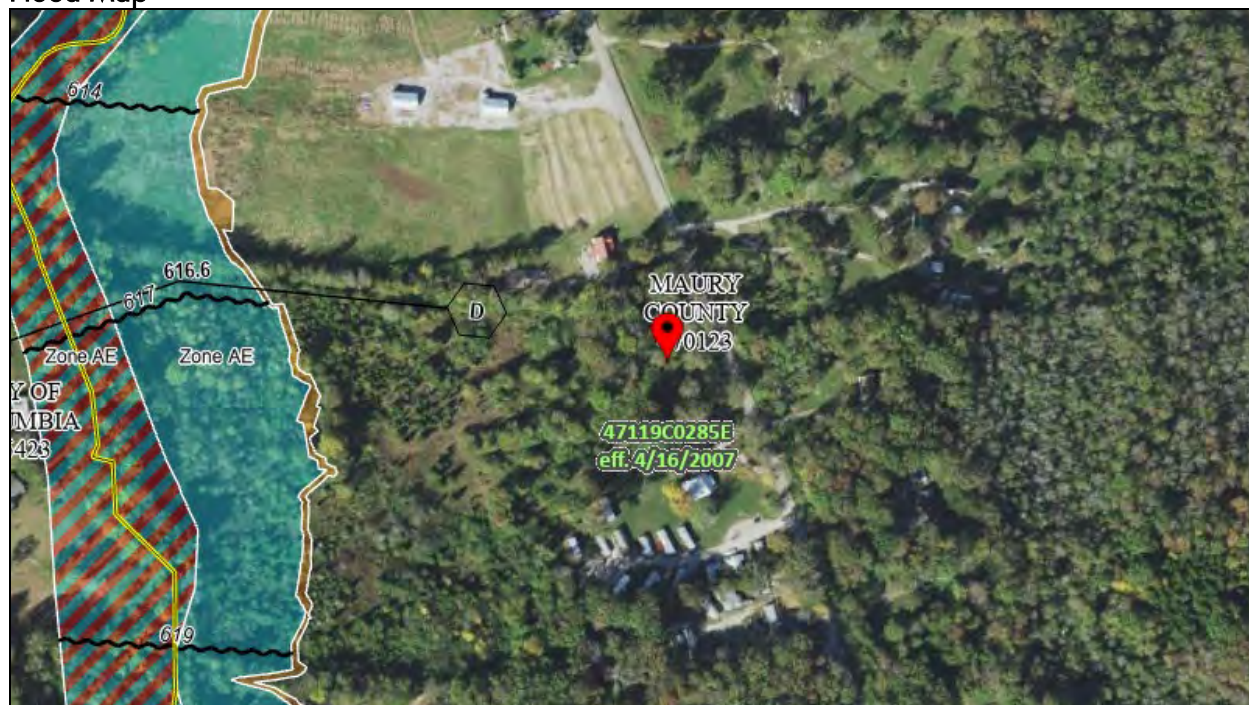
County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Comp No.: 4

VACANT LAND
Market Data (Sales & Rentals)

Aerial

VACANT LAND
Market Data (Sales & Rentals)

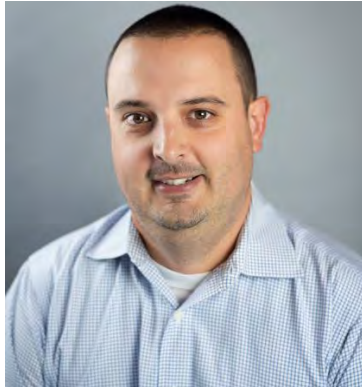
Flood Map**Photograph**

View of tract facing W from Mapleash Avenue taken 2/13/2023 by Brandon Malone

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Comp No.: 4



VALUATION & ADVISORY SERVICES

Brandon Malone

Vice President, Nashville, TN

T +1 615 248 1124

M +1 615 294 0139

E brandon.malone@cbre.com

Education

- Bachelor of Business Administration in Economics & Finance, Middle Tennessee State University

Professional Experience

Brandon currently serves as Vice President with Valuation and Advisory Services in the Nashville office. He joined CBRE in December of 2022 after serving as a Real Estate Valuation Consultant with the Altus Group.

He has extensive experience with assignments involving financial institutions as well as right-of-way projects across the State of Tennessee. He has worked with a broad range of clients including owners, developers, state government, local municipalities, and REITs. Mr. Malone has experience in the appraisal of numerous property types including freestanding retail, shopping centers, suburban office, CBD office, industrial, multifamily, residential subdivisions, agricultural, vacant commercial land, and various special purpose properties. He has also performed various appraisal review assignments.

Mr. Malone has taken a variety of educational offerings through the Appraisal Institute and International Right of Way Association. He currently holds Certified General Real Estate Appraiser credentials in North Carolina, Tennessee, and Virginia.

Professional Affiliation & Accreditations

- MAI, AI-GRS Designations, Appraisal Institute
- Pre-Qualified Right of Way Appraiser for the Tennessee Department of Transportation
- Argus Enterprise Software Certification

IRON BRIDGE ROAD BRIDGE REPLACEMENT PROJECT - COLUMBIA, TN

FORM 2, APPROVED OFFER - BASIS, SUMMARY & AUTHORIZATION

(THIS FORM MAY BE USED FOR STAFF NPP)

STATE PROJECT NO: 60LPLM-F2-039 FEDERAL PROJECT NO: N/A

LPA PROJECT ID NUMBER: N/A TRACT NUMBER: 1

PROPERTY OWNERSHIP: Josephine D. Crouch, Amy D. Cato, & Shirley D. Carthon

COUNTY: Maury TAX MAP/PARCEL NO.: 099-009.00

APPRAISER (S): Michael B. Malone, MAI, AI-GRS

APPRAISER CONCLUSION OF TOTAL AMOUNT DUE OWNER: \$ 1,332

EFFECTIVE DATE OF VALUATION: 2/13/23 APPRAISAL TYPE (FORMAL, FPA, or NPP): FPA

ACQUISITION AREAS & APPROVED COMPENSATIONS

	ACQUISITION AREAS		COMPENSATIONS	ALTERNATE OFFER	
	AREA	ACRES/SF	(Rounded)	Partial-Acquisition Remainder Declared Uneconomic Remnant	N/A
INTERESTS ACQUIRED					
FEE-SIMPLE					
PERM. DRAINAGE. ESM'T.					
SLOPE ESM'T.	2,540.000	SF	\$ 1,044		
AIR RIGHTS					
TEMP. CONST. ESM'T.	2,085.000	SF	\$ 288		
LAND OWNER IMPRVMTS.					
TOTL ACQUISITIONS			\$ 1,332		
DAMAGES					
SPECIAL BENEFITS					
NET DAMAGES			\$ -		
UTILITY ADJUSTMENT					
TOTL LAND OWNER COMP.			\$ 1,332		
TENANT IMPRVMTS.					
TOTAL TRACT COMPENSATION			\$1,350 (Rounded)		

COMMENTS & EXPLANATIONS

The appraisal submitted by Brandon Malone was well supported by relevant local sales data and accepted appraisal methodologies. The approved compensation amount is rounded slightly upward, which is accepted practice by TDOT. The appraisal review report is attached to this form. This form, in itself, is not an appraisal or appraisal review report. The approved appraisal of Brandon Malone has been submitted separately to the client, OR Colan Associates.

OFFER PREPARED BY: S. Todd Rogers, MAI, SR/WA DATE: 4/13/2023

SIGNATURE OF PREPARER:



AGENCY AUTHORIZATION BY:

Date & Signature Of Authorizing Party

LEGAL FORM APPROVED



C. Tim T. Hester, City Attorney

**LOCAL PUBLIC AGENCY
REAL PROPERTY EMINENT DOMAIN
APPRAISAL REVIEW REPORT
(RIGHT OF WAY ACQUISITION)**

This appraisal review has been conducted in accordance with the Scope of Work Rule and Standards 3 and 4 of the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation. This review and this review report are intended to adhere to Standards 3 and 4 in effect as of the date this review was prepared. The appraisal and appraisal report have been considered in light of the Standards 1 & 2 in effect as of the date the appraisal was prepared - not necessarily the effective date of valuation.

The purpose of this technical review is to develop an opinion as to the compliance of the appraisal report identified herein to the *Uniform Standards of Professional Appraisal Practice*, the *Uniform Relocation Assistance & Real Property Acquisition Act*, and the Tennessee Department of Transportation's *Guidelines for Appraisers*; and further develop opinions as to the completeness, adequacy, relevance, appropriateness, and reasonableness of opinions presented in the appraisal report as advice to the acquiring agency in its development of a market value offer to the property owner. This review is conducted for:

Iron Bridge Road Bridge Replacement Project - Columbia, TN

All estimates of value prepared for agency acquisitions shall be based on "market value" - as defined and set forth in the Tennessee Pattern Jury Instructions to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied." Compensations are in compliance with the Tennessee State Rule.

Section (A) Identification & Base Data:

(1) State Project Number: **60LPLM-F2-039** (2) County: **Maury** (3) Tract No: **1**
Federal: **N/A**
Local ID: **N/A**

(4) Owner(s) of Record: **Josephine D. Crouch, Amy D. Cato, & Shirley D. Carthon**

(5) Address/Location of Property Appraised:
**875 Iron Bridge Road
Columbia, TN 38401**

(6) Effective Date of the Appraisal: **2/13/23**

(7) Date of the Appraisal Report: **4/13/23**

(8) Type of Appraisal: ☐ Formal (9) Type of Acquisition: ☐ Total
☒ Formal Part-Affected ☒ Partial

(10) Type of Report Prepared: (11) Appraisal & Review Were Based On:
☒ Appraisal Report ☒ Original Plans
☐ Restricted Report ☐ Plan Revision Dated: _____

(12) Author(s) of Appraisal Report: **Michael B. Malone, MAI, AI-GRS**

(13) Date of Appraisal Review: **4/13/2023**

(14) Appraisal Review Conducted By: **S. Todd Rogers, MAI, SR/WA**

(15) Ownership Position & Interest Appraised: Unless indicated herein to the contrary, the appraisal is of a 100% ownership position in fee simple (confirm 100% or state the specifics otherwise).

The appraisal assumes a 100% fee simple ownership interest.

(16) Scope of Work in the Performance of this Review: (Review must comply with all elements and requirements of the Scope of Work Rule and Standards 3 and 4 of USPAP; and must include a field inspection (at least an exterior inspection of the subject property and all comparable data relied on in the appraisal report). Development of an independent estimate of value is not a part of this review assignment.

The appraisal review complies with all requirements listed above. The subject property and comparable sales were physically inspected by the reviewer from the public right of way. Sales data were confirmed using various data sources, which include Courthouse Retrieval Systems (CRS), TN Office of the Comptroller tax records, City of Columbia GIS Mapping, recorded deeds, legal descriptions, and other public sources. The reviewer's analysis of the quality of the work under review has addressed the completeness, relevance, appropriateness, and reasonableness of the analyses and opinions presented in the appraisal, within the context of applicable requirements. Mathematical calculations and factual data in the appraisal have also been verified for accuracy and concurrence with the details of the project plans.

Section (B): Property Attributes:

(1) Total Tract Size as Taken From the Acquisition Table: **7.056 Acres**

(2) Does the Appraisal Identify One Or More "Larger Parcels" That Differ In Total Size From the Acquisition Table? (If "Yes," what is it and is it justified?)(Explain)(Describe Land)

The appraiser identified the larger parcel to contain the entire 7.056-acre subject parcel.

(3) List/Identify Affected Improvements (If appraisal is "Formal," then all improvements must have been described in the appraisal report and must be listed here. If the appraisal is "Formal Part-Affected," then only those affected improvements should have been described in the appraisal report and listed here.) Listing by Improvement Number & Structure Type is adequate here.)

1.	None	2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
11.		12.	
13.		14.	
15.		16.	
17.		18.	
19.		20.	

Section (C) Valuation Approaches Processed and Reconciled "Before Value" Estimates

Approaches Utilized: ☐ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

Land:	\$140,000
Improvements:	\$0
Total:	\$140,000

Section (D) Acquisitions:

(1) Proposed Land Acquisition Areas (As taken from the appraisal report):

[a] Fee Simple:	<u>0</u>	Sq. Ft.
[b] Permanent Drainage Easement:	<u>0</u>	Sq. Ft.
[c] Slope Easement:	<u>2,540</u>	Sq. Ft.
[d] Air Rights:	<u>0</u>	Acre(s)
[e] Temporary Construction Easement:	<u>2,085</u>	Sq. Ft.
[f] _____	<u>0</u>	Sq. Ft.

(2) Proposed Improvement Acquisition(s): Improvement Number & Structure Type

1. None	2. _____
3. _____	4. _____
5. _____	6. _____
7. _____	8. _____
9. _____	10. _____
11. _____	12. _____
13. _____	14. _____
15. _____	16. _____
17. _____	18. _____
19. _____	20. _____

Section (E) Damages/Special Benefits:

The appraiser did not conclude that the remainder property will incur any damages or special benefits.

Section (F) Valuation Approaches Processed and Reconciled "After-Value" Estimates

Approaches Utilized: ☐ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

Land:	<u>\$139,788</u>
Improvements:	<u>N/A</u>
Total:	<u>\$139,788</u>
Comments:	

The remainder value above represents the difference between the value of the remainder land in fee simple at \$20,000 per acre, less the \$1,332 value of the easements acquired. The appraiser did not conclude any damages to the remainder.

Section (G) Review Comments

"Before" & "After" Valuation (Include Comments For "NO" Responses To Questions 1 - 7 & "YES" Response To Question 8)

(1) Are the conclusions of highest and best use (before & after) reasonable and adequately supported?

Yes, the appraiser adequately addressed the issues of highest and best use for this property. The conclusions of highest and best use were reasonable and adequately supported.

(2) Are the valuation methodologies (before & after) appropriate?

Yes, the appraiser used the Sales Comparison Approach for the valuation of the larger parcel (land). The subject tract is unimproved, so the Cost Approach was not applicable. The Income Approach was also not applicable, since this is not a typical income-producing property.

(3) Are the data employed relevant & adequate to the (before & after) appraisal problems?

Yes, the comparable land sales selected were relevant and adequate for the valuation of the larger parcel. There was no projected change in highest and best use as a result of the slope and construction easement acquisitions, and no need to consider the use of other sales for the analysis of the remainder.

(4) Are the valuation techniques (before & after) appropriate and properly applied?

Yes, the valuation techniques were appropriate and properly applied. The appraiser valued the subject land on a dollars per acre unit basis and the unit value conclusion was properly utilized as a basis for the valuation of the easements acquired.

(5) Are the analyses, opinions, and conclusions (before & after) appropriate and reasonable?

Yes, in my opinion, the opinions and conclusions were found to be appropriate and reasonable.

(6) Is the report sufficiently complete to allow proper review, and is the scope of the appraisal assignment broad enough to allow the appraiser to fully consider the property and proposed acquisitions?

Yes, the report provided sufficient information and sales data to allow for a proper review. The scope of the appraisal assignment was broad enough to allow the appraiser to consider all of the relevant issues pertaining to the specific easement acquisitions applicable to this property.

(7) Is the appraisal report under review generally compliant with *USPAP*, the *Uniform Act*, and TDOT's *Guidelines for Appraisers*?

Yes, in my opinion, the appraisal under review appeared to be generally compliant with USPAP, the Uniform Act, and TDOT's Guidelines for Appraisers.

(8) Do the general and special "Contingent and Limiting Conditions" outlined in the appraisal report limit the valuation to the extent that the report cannot be relied on for the stated use?

No

Appraisal Report Conclusions -- Amounts Due Owner

(a)	Fee Simple:	<u>\$0</u>
(b)	Permanent Drainage Easement:	<u>\$0</u>
(c)	Slope Easement:	<u>\$1,044</u>
(d)	Air Rights:	<u>\$0</u>
(e)	Temporary Construction Easement:	<u>\$288</u>
(f)	_____	<u>\$0</u>
(g)	Improvements:	<u>\$0</u>
(h)	Compensable Damages:	<u>\$0</u>
(i)	Special Benefits:	<u>\$0</u>
(j)	Total Amount Due Owner By Appraisal:	<u>\$1,332</u>

☒ I DO Recommend Approval Of This Report

☐ I DO NOT Recommend Approval Of This Report

Comments:

The appraisal under review was developed competently and with appropriate market data to adequately support the conclusions presented. I found the conclusions to be reasonable and credible. This appraisal review report does not provide my own opinion of value for the subject property,

S. Todd Rogers, MAI, SR/WA

Appraisal Review Consultant(s)

Tennessee CG#1112

State License/Certification No(s):

☒ Consultant

☐ Staff

Date: 04/13/23

Additional Comments:

N/A

Section (H) Certification

I certify to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
4. I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding the
5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
8. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favor the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
9. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
10. I have made a personal inspection of the subject of the work under review.
11. No one provided significant appraisal review assistance to the person signing this certification.
12. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
14. As of the date of this report, S. Todd Rogers has completed the continuing education program for Designated Members of the Appraisal Institute.
15. The appraiser is competent to complete the report in accordance with the competency provision in the USPAP.



Appraisal Review Consultant(s)



Consultant



Staff

Date: 04/13/23

Section (I) Contingent & Limiting Conditions

This appraisal review report has been made with the following general limiting conditions and assumptions:

1. Unless stated herein to the contrary, it is specifically assumed that the author of the appraisal report under review made the required contact with the property owner, and conducted the appropriate inspections and investigations.
 2. Unless stated herein to the contrary, it is specifically assumed that the right-of-way plans upon which the appraisal was based are accurate.
 3. Unless stated herein to the contrary, it is specifically assumed that all property (land & improvement) descriptions are accurate.
 4. Unless stated herein to the contrary, no additional research was conducted by the review appraiser.
 5. Unless stated herein to the contrary, all specific and general contingent and limiting conditions outlined in the appraisal report submitted for review are adopted herein.
-

APPRAISAL REPORT
City of Columbia

The purpose of this appraisal is to estimate the fair market value for highway right-of-way purposes.

1. Name, Address, and Telephone Numbers

(A) Owner(s)

Parks Properties, a Tennessee General Partnership
P.O. Box 1732
Columbia, TN 38402
Contacts: Jim Parks, (931) 626-9100
jparks@ccim.net

(B) Tenant(s)

N/A

(C) Property Address and General Location

The subject is located at 1112 Iron Bridge Road, approximately 0.3-mile west of the intersection of Tom J. Hitch Parkway. The subject is located within the incorporated city limits of Columbia, Maury County, TN.

2. Detail Description of Entire Tract

Larger Parcel Determination

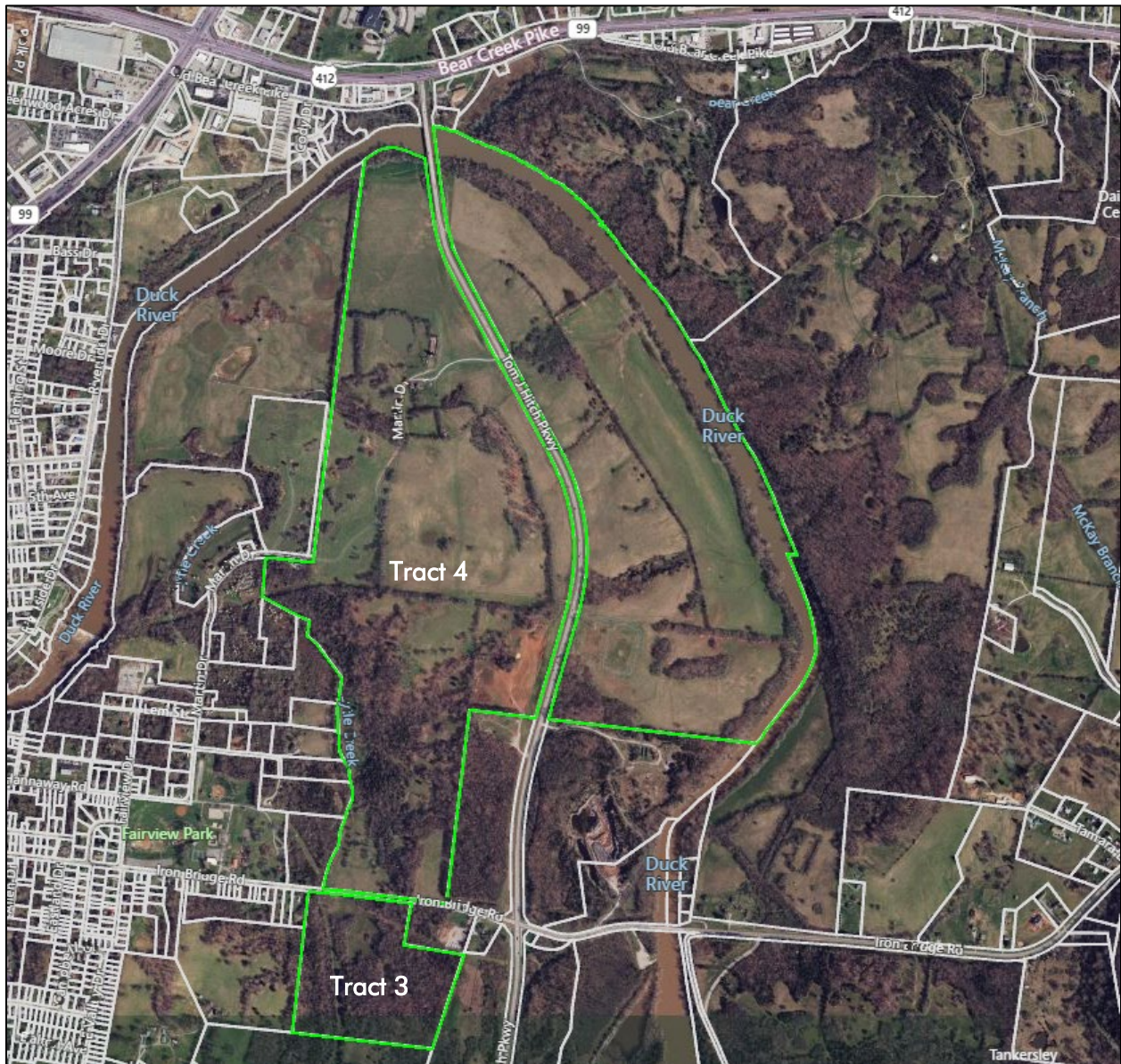
Tracts 3 & 4 represent a portion of a larger parent tract identified by the Maury County Tax Assessor's Office as Map 90 Parcel 30. The larger parent tract consists of approximately 530 acres bifurcated by both Tom J. Hitch Parkway and Iron Bridge Road. The map on the following page depicts the larger parent tract (highlighted in green).

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4

Map of Parent Tract (Map 090 Parcel 030.00)



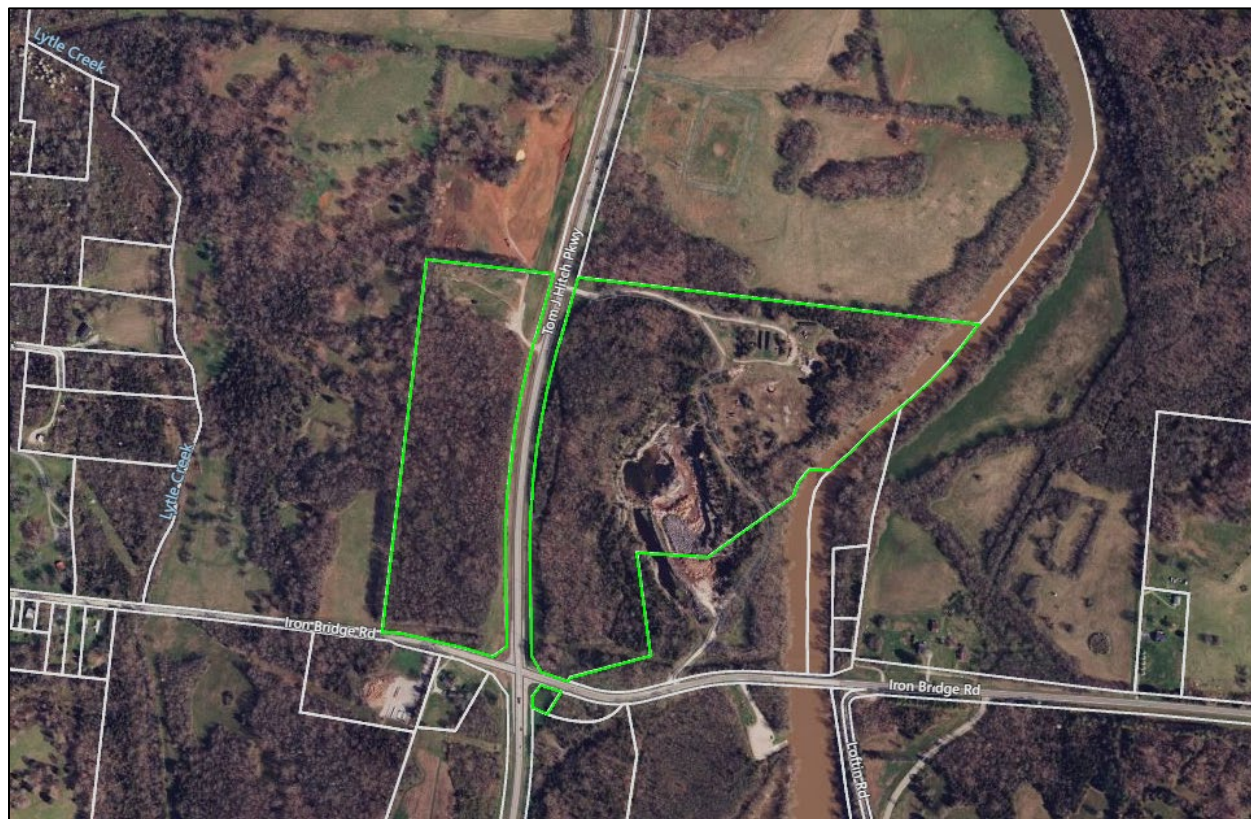
One additional property was identified as being under the same ownership as the parent tract. Tax Map 099 Parcel 011.00 is also owned by Parks Properties. The additional parcel is situated at the intersection of Tom J. Hitch Parkway and Iron Bridge Road. Map 099 Parcel 011.00 is divided by the roadways into 3 separate sites located at the NW quadrant, NE quadrant, and SE quadrant of the intersection of Tom J. Hitch Parkway and Iron Bridge Road, as shown in the following map.

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4

Additional Property Owned by Parks Properties (Map 099 Parcel 011.00)



The parent tract and additional property owned by Parks Properties meet the test of unity of ownership.

The next step in determining the larger parcel is the test of contiguity (proximity). All properties under ownership of Parks Properties are in close proximity to one another and deemed to meet the test of contiguity.

The final step in determining the larger parcel is the test of unity of use. The property located east of Tom J. Hitch Parkway does not feature integrated use with the property located to the west. Therefore, the property located east of Tom J. Hitch Parkway is not considered to be part of the larger parcel.

Based upon a review of the City of Columbia Zoning Map, it seems clear that the intent for development along Tom J. Hitch Parkway is for higher intensity residential uses and/or commercial uses. These uses would likely not be integrated into development plans for the portion of Tract 4 located along the Iron Bridge Road frontage. Therefore, the land area north of the Map 99 Parcel 011.00 northern property boundary extended and Parcel 011.00 itself has been excluded from the larger parcel consideration. This leaves an area of ± 46.2 acres (GIS measurement) west of Parcel 011.00 and north of Iron Bridge Road as a potential larger parcel.

The area south of Iron Bridge Road identified as Tract 3 on the provided set of plans is highly unlikely to be developed as an integrated use with the ± 46.2 -acre portion of Tract 4 identified above. Therefore, Tract 3 is also identified as a potential larger parcel containing a land area of 39.843 acres (per survey).

Based upon the preceding analysis and the elements that comprise the larger parcel (unity of ownership, contiguity, and unity of use), two separate larger parcels have been identified. Tract 3, containing a land area of 39.843 acres, is identified as Larger Parcel A. The ± 46.2 -acre portion of Tract 4 located along the north side of Iron Bridge Road is identified as Larger Parcel B. A detailed description of each larger parcel follows.

Larger Parcel A

Larger Parcel A is a 39.843-acre residential site identified as Tract 3 on the provided set of plans. The site features approximately 978 feet of frontage (per survey) along the south side of Iron Bridge Road. Tract 3 features gently sloping topography and is partially wooded. The tract has one point of ingress/egress from Iron Bridge Road. Based upon aerial imagery and confirmed during the site inspection, the subject tract appears to be encumbered by an overhead power line easement measuring approximately 50 feet in width and 770 feet in length. The power line easement extends across the subject tract from the right-of-way of Iron Bridge Road to the neighboring property boundary to the east. In addition, a 30' sewer easement is located in the western portion of the site (east of Lytle Creek), extending from the right-of-way of Iron Bridge Road to the southern property boundary. Lytle Creek is located just west of the sewer easement and generally follows the path of

the sewer easement. The presence of the creek results in the separation of nearly 8 acres from the rest of the site. Public utilities available to the tract include water, electric, and sewer service. No vertical improvements were identified on the subject tract. However, mesh wire fencing (on iron posts) and a stock corral gate were observed along the Iron Bridge Road frontage.

Larger Parcel B

Larger Parcel B is a 46.2-acre residential site identified as a portion of Tract 4 on the provided set of plans. The site features approximately 1,183 feet of frontage (per survey) along the north side of Iron Bridge Road. Tract 4 features gently sloping topography and is partially wooded. The tract has one point of ingress/egress from Iron Bridge Road. Based upon aerial imagery and survey data, the subject tract appears to be encumbered by a 30' sewer easement is located in the western portion of the site (east of Lytle Creek), extending from the right-of-way of Iron Bridge Road approximately 765 feet before leaving the western boundary of the site. Lytle Creek serves as the western boundary of the site. Public utilities available to the tract include water, electric, and sewer service. No vertical improvements were identified on the subject tract. However, mesh wire fencing (on wood posts) and a stock corral gate were observed along the Iron Bridge Road frontage.

3. Tax Map Information and Flood Hazard Data

Tax Map and Parcel No.

P/O Map 099 Parcel 003.00

FEMA Flood Hazard Area

The subject property is identified on Federal Emergency Management Agency Map Panel 47119C0285E. The map was last revised April 16, 2007. According to the most recent flood map revision, the subject property is located within the following designated flood hazard areas.

Special Flood Hazard Areas – High Risk

- ☒ Zone AE – Areas located within a regulatory floodway.
- ☒ Zone AE – Areas subject to inundation by the 1-percent-annual change flood event.

Moderate and Minimal Risk Areas

- ☒ Zone B, X (shaded) – Moderate risk areas within the 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance flooding where average depths are less than 1 foot, areas of 1-percent-annual-chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent-annual-chance flood by a levee.
- ☒ Zone C, X (unshaded) – Minimal risk areas outside the 1-percent and 0.2-percent-annual-chance floodplains.

A copy of the interactive flood map panel follows.

FEMA Flood Map 47119C0285E (FIRM Panel, Last Revised April 16, 2007)



4. Interest Acquired

Fee Simple ☐ Drainage Easement ☐ Slope Easement ☒ Construction Easement ☒ Other ☐

5. Acquisition

Total ☐ Partial ☒

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4

6. Type of Appraisal

Formal ☐ Formal Part-Affected ☒

Intended Use of Report

This "Formal Part-Affected" appraisal of a 100% ownership position is intended for the sole purpose of assisting O.R. Colan Associates, LLC and the City of Columbia in the acquisition of land for right-of-way purposes. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution.

This is an appraisal report which is intended to comply with Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The appraisal report presents only a summary of information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions. Supporting documentation that is not provided within the report is retained in the appraiser's workfile or can be obtained from the Market Data Brochure. The depth of discussion contained in this report is specific to the needs of the client.

7. Detailed Description of Land Acquired

Permanent Slope Easement

Larger Parcel A

Based upon the provided set of plans, the City of Columbia proposes two permanent slope easement acquisitions containing a total area of 0.076-acre (3,315 SF). The first proposed easement acquisition is planned for the northwest corner of the site, spanning a distance of 110.94' along the Iron Bridge Road frontage. The proposed easement acquisition is variable in depth, ranging from 10' to 30' south of the ROW boundary.

The second proposed easement acquisition is planned along the northern right-of-way boundary, east of Lytle Creek. Based upon the provided set of plans, the proposed easement acquisition spans a distance of 164.05' along the Iron Bridge Road frontage. The proposed easement acquisition is variable in depth, ranging from 8' to 20' south of the ROW boundary.

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4

Larger Parcel B

Based upon the provided set of plans, the City of Columbia proposes a permanent slope easement acquisition containing an area of 0.067-acre (2,899 SF). The proposed easement acquisition is planned for the southwest corner of the site, spanning a distance of 166.81' along the Iron Bridge Road frontage. The proposed easement acquisition is variable in depth, ranging from 10' to 30' north of the ROW boundary.

Temporary Construction Easement

Larger Parcel A

Based upon the provided set of plans, the City of Columbia proposes two temporary construction easement acquisitions containing a total area of 0.089-acre (3,865 SF). The proposed easements are slated for working areas for the proposed slope easement acquisitions. The proposed easement acquisitions are variable in depth, with a maximum depth of 10' measured from the slope easement boundary. The proposed duration of the easement is for a period of three years.

Larger Parcel B

Based upon the provided set of plans, the City of Columbia proposes a temporary construction easement acquisition containing an area of 0.046-acre (1,991 SF). The proposed easement is slated for working areas for the proposed slope easement acquisition. The proposed easement acquisition is variable in depth, with a maximum depth of 10' measured from the slope easement boundary. The proposed duration of the easement is for a period of three years.

Improvements Located within the Acquisition Area

Larger Parcel A

According to the provided set of plans, approximately 159 LF of wire mesh fencing on steel posts is located within the proposed easement acquisition area. A stock corral gate was also observed to be located within the proposed easement acquisition area.

Larger Parcel B

According to the provided set of plans, approximately 195 LF of wire mesh fencing on wood posts is located within the proposed easement acquisition area.

8. Subject Sales History

Title to the subject property is currently vested in **Parks Properties, a Tennessee General Partnership**. The property was acquired from Joe H. Parks and wife, Cloa Elizabeth Parks, J. Steve Parks, and James E. Parks on August 3, 1995 for reported consideration of \$0. The transaction is recorded in Book 1333 Page 551 , Register's Office of Maury County, Tennessee (ROMCT). There have been no arm's-length transfers of the subject tract in the three years preceding the effective date of this appraisal.

Existing Use: Vacant land

Zoning: CD-3 (Neighborhood Character District); CD-4 (General Urban Character District)

Utilities Available: Water, Electric, Sewer

Off-Site Improvements: Iron Bridge Road

Land Area (Ac.): Larger Parcel A: 39.843 Acres; Larger Parcel B: 46.200 Acres

Land Area (SF): Larger Parcel A: 1,735,561 SF; Larger Parcel B: 2,012,472 SF

9. Highest and Best Use

Definition: "[1] The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. [2] The use of an asset that maximizes it's potential and that is possible, legally permissible, and financially feasible. [3] The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future." [The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Page 109].

As Vacant

Legally Permissible

The subject parcels are zoned CD-3 (Neighborhood Character District); CD-4 (General Urban Character District). The subject site size and dimensions are sufficient to meet the zoning district requirements. Development of the subject parcel is legally permissible.

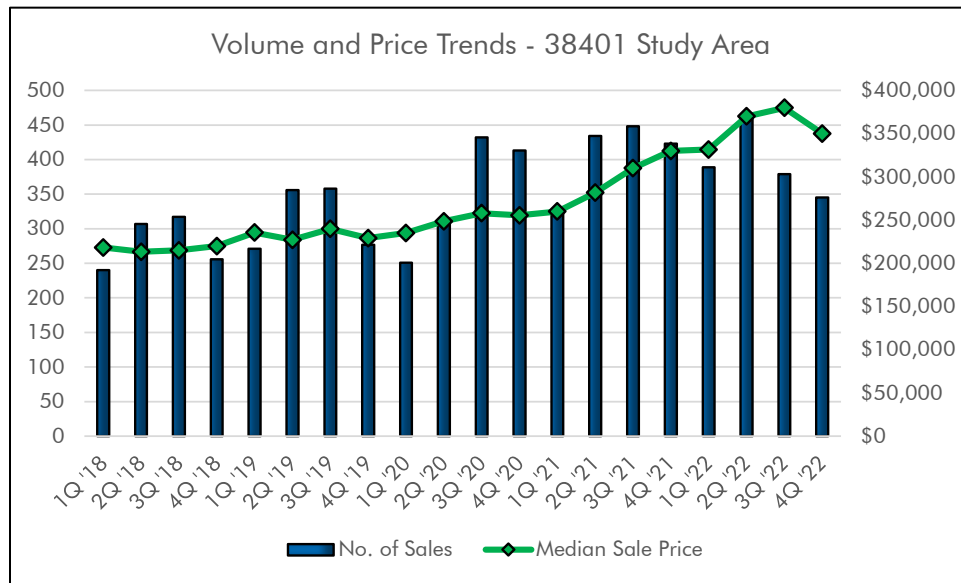
Physically Possible

The subject property consists of two tracts featuring fairly similar sizes located east of downtown Columbia. The area is characterized primarily by established residential homes, apartments, and limited clusters of supporting commercial development. The site has adequate frontage along Iron Bridge Road, along with adequate size and topography. The tracts have access to all public utilities necessary to support residential development.

Financially Feasible

The City of Columbia has experienced rapid population growth over the past decade. According to ESRI, the population in Columbia has increased 21% from 54,399 in 2010 to 65,729 in 2022. Population projections indicate an increase of just over 7% in the next five years. The median household income for Columbia was reported at \$65,425 which falls below the Nashville MSA figure of \$76,992.

The local housing market has benefitted from area population and household income growth. The following chart depicts housing volume and pricing trends over the past five years.



Source: Realtracs (www.realtracs.com)

As shown in the preceding chart, housing volume increased steadily over the course of 2018-2021 with year-over-year increases between 12% and 15%. As interest rates have begun to increase, 2022 brought about a 3% drop in sales volume. Median home sale prices have flourished, even in the face of recent interest rate hikes. The median finished home sale price in 2022 was up 20% over the prior year.

Based upon available data, single-family residential development on the subject tracts is financially feasible.

Maximally Productive

Based upon the preceding analysis, the maximally productive use of the subject tracts is deemed to be single-family residential development to the maximum density allowed by zoning.

Highest and Best Use Conclusion – As Vacant

The highest and best use as vacant is for single-family residential development to the maximum density allowed by zoning.

This appraisal is based upon original plans dated November 17, 2022. The plans have been supplemented with recorded deeds and GIS mapping where plans may not show the entire subject property.

OTHER IMPROVEMENTS

12. Ancillary Improvement No. 1 (Mesh Wire Fencing on Wood Posts)

As stated previously, approximately 195 LF of wire mesh fencing on wood posts is located within the proposed easement acquisition area on Larger Parcel B (p/o Tract 4). The actual age of the fencing is unknown. The fencing is deemed to be in average condition. For the purposes of this analysis, physical depreciation has been estimated at 40%.

In order to estimate the compensation due owner for the fencing acquisition, we have utilized fencing costs reported by *Marshall Valuation Service*. A summary of the reported data follows.

Base Cost per Unit ¹ :	\$6.00 per LF
Plus: Refinements for Wooden Posts ²	\$0.75 per LF
Total Base Cost per Unit:	<u>\$6.75 per LF</u>
Times: Current Multiplier ³	1.07
Times: Local Multiplier ⁴	0.97
Total Direct Cost per Unit:	<u>\$7.01 per LF</u>
Plus: Indirect Costs at 10%	\$0.70 per LF
Total Direct and Indirect Costs:	<u>\$7.71 per LF</u>
Plus: Entrepreneurial Incentive at 10%	\$0.77 per LF
Total Replacement Cost New per Unit:	<u>\$8.48 per LF</u>
Times: LF of Fencing	195 LF
Total Replacement Cost New:	<u>\$1,654</u>
Less: Depreciation at 40% of RCN	<u>-\$662</u>
Total Depreciated Replacement Cost:	<u>\$992</u>

¹Marshall Valuation Service, Sec. 66 Page 5, December 2021 – Base costs of \$5.26 per LF - \$7.45 per LF, \$6.00 per LF utilized for wire mesh fencing on steel posts

²Marshall Valuation Service, Sec. 66 Page 5, December 2021 – Additional costs above steel posts of \$0.61 per LF - \$0.77 per LF, \$0.75 per LF utilized

³Marshall Valuation Service, Sec. 99 Page 3, December 2022

⁴Marshall Valuation Service, Sec. 99 Page 10, October 2022 – Tennessee (Nashville)

12. Ancillary Improvement No. 2 (Mesh Wire Fencing on Steel Posts)

As stated previously, approximately 159 LF of wire mesh fencing on wood posts is located within the proposed easement acquisition area on Larger Parcel A (Tract 3). The actual age of the fencing is unknown. The fencing is deemed to be in average condition. For the purposes of this analysis, physical depreciation has been estimated at 40%.

In order to estimate the compensation due owner for the fencing acquisition, we have utilized fencing costs reported by *Marshall Valuation Service*. A summary of the reported data follows.

Base Cost per Unit ¹ :	\$6.00 per LF
Times: Current Multiplier ²	1.07
Times: Local Multiplier ³	0.97
Total Direct Cost per Unit:	<u>\$6.23 per LF</u>
Plus: Indirect Costs at 10%	\$0.62 per LF
Total Direct and Indirect Costs:	<u>\$6.85 per LF</u>
Plus: Entrepreneurial Incentive at 10%	\$0.69 per LF
Total Replacement Cost New per Unit:	<u>\$7.54 per LF</u>
Times: LF of Fencing	159 LF
Total Replacement Cost New:	<u>\$1,199</u>
Less: Depreciation at 40% of RCN	<u>-\$480</u>
Total Depreciated Replacement Cost:	<u>\$719</u>

¹Marshall Valuation Service, Sec. 66 Page 5, December 2021 – Base costs of \$5.26 per LF - \$7.45 per LF, \$6.00 per LF utilized for wire mesh fencing on steel posts

²Marshall Valuation Service, Sec. 99 Page 3, December 2022

³Marshall Valuation Service, Sec. 99 Page 10, October 2022 – Tennessee (Nashville)

12. Ancillary Improvement No. 3 (Stock Corral Gate)

As stated previously, approximately 1 stock corral gate is located within the proposed easement acquisition area on Larger Parcel A (Tract 3). The actual age of the gate is unknown. The gate is deemed to be in average condition. For the purposes of this analysis, physical depreciation has been estimated at 40%.

In order to estimate the compensation due owner for the gate acquisition, we have utilized fencing costs reported by *Marshall Valuation Service*. A summary of the reported data follows.

Base Cost per Unit ¹ :	\$222 per gate
Times: Current Multiplier ²	1.07
Times: Local Multiplier ³	0.97
Total Direct Cost per Unit:	\$230 per gate
Plus: Indirect Costs at 10%	\$23 per gate
Total Direct and Indirect Costs:	\$253 per gate
Plus: Entrepreneurial Incentive at 10%	\$25 per gate
Total Replacement Cost New per Unit:	\$278 per gate
Times: No. of Gates	1 gate
Total Replacement Cost New:	\$278
Less: Depreciation at 40% of RCN	-\$111
Total Depreciated Replacement Cost:	\$167

¹Marshall Valuation Service, Sec. 17 Page 37, May 2021 – Base costs of \$222 for a 14' long stock corral gate

²Marshall Valuation Service, Sec. 99 Page 3, December 2022

³Marshall Valuation Service, Sec. 99 Page 10, October 2022 – Tennessee (Nashville)

COST APPROACH

13. Valuation of Improvements

Larger Parcel A

PART OF	AREA	REPLACEMENT COST			
BUILDING	SQ. FT.	\$/Unit	Total		
Improvement No. 1			\$0	DEPRECIATION WHOLE STRUCTURE	
Site Improvements			\$1,477	Attributed to	Amount
				Phys.	\$591
				Func.	
				Econ.	
Total Cost New			\$1,477	Depreciation	\$591
					Depreciated Value
				Site Improvements	See Above
				Additional Structures	
A. Value of Other Improvements					
B. Indicated Value of All Improvements					\$886
C. Indicated Land Value					\$2,390,580
D. Indicated Value of Entire Tract (Land and All Improvements)					\$2,391,466
				Rounded:	\$2,390,000

Larger Parcel B

PART OF	AREA	REPLACEMENT COST			
BUILDING	SQ. FT.	\$/Unit	Total		
Improvement No. 1			\$0	DEPRECIATION WHOLE STRUCTURE	
Site Improvements			\$1,654	Attributed to	Amount
				Phys.	\$662
				Func.	
				Econ.	
Total Cost New			\$1,654	Depreciation	\$662
					Depreciated Value
				Site Improvements	See Above
				Additional Structures	
A. Value of Other Improvements					
B. Indicated Value of All Improvements					\$992
C. Indicated Land Value					\$2,772,000
D. Indicated Value of Entire Tract (Land and All Improvements)					\$2,772,992
				Rounded:	\$2,770,000

(E) Explanation to Support Item 13

See Form 2A-1

(F) Depreciation

See Form 2A-1

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

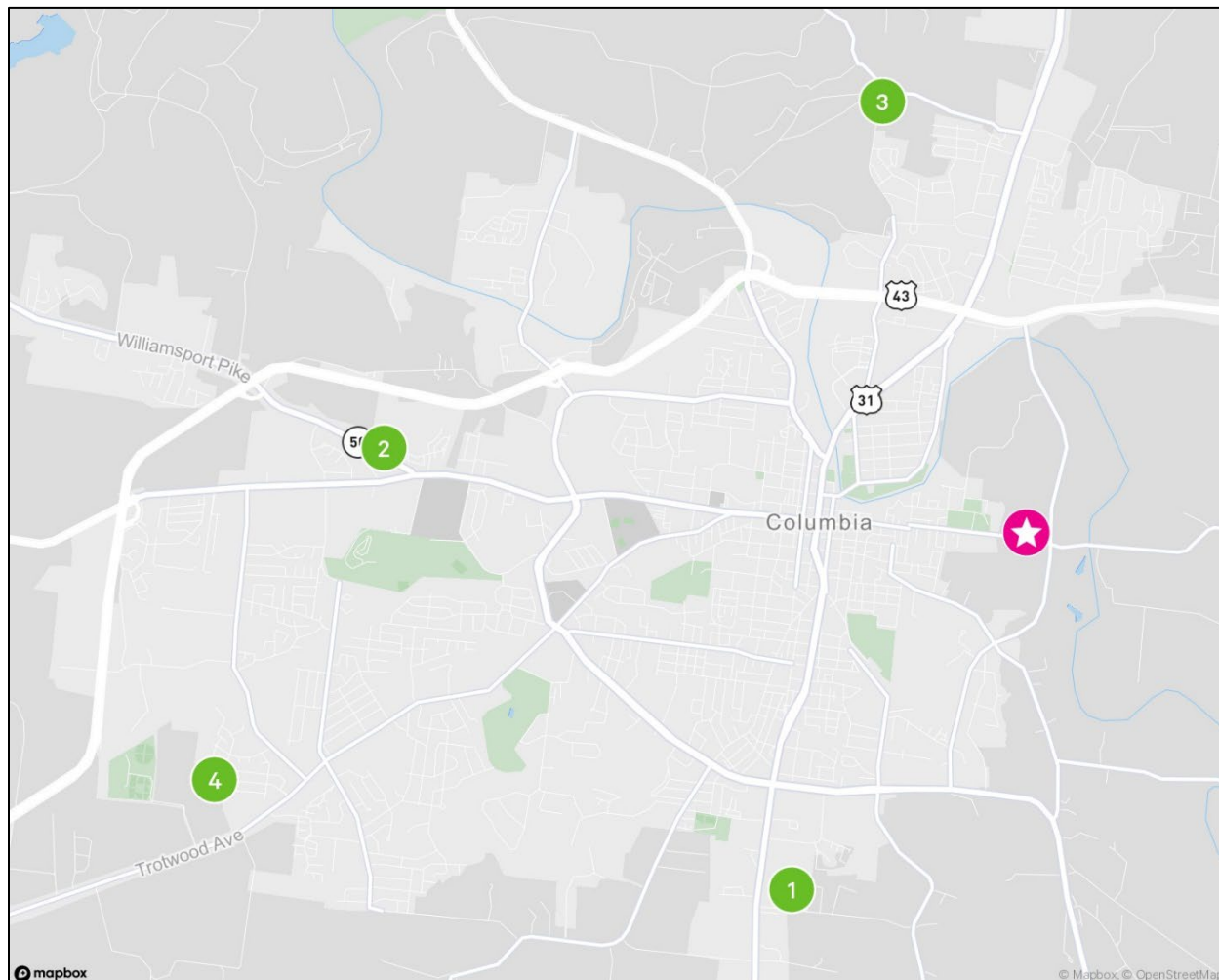
County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4

SALES COMPARISON APPROACH

14. Land Value Analysis

Map of Comparable Land Sales



State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4

(A) Analysis of Comparability – Larger Parcel A

LAND SALES ADJUSTMENT GRID - BEFORE (LARGER PARCEL A)					
	Subject	Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4
Grantor		Nomau Partners, LLC	Honey Lakes, LLC	Starling Davis Clark, Trustee of The Starling P. Davis Legacy Trust u/a/d March 19, 2016	Charles Raines
Grantee		M/I Homes of Nashville, LLC	KCS Property, LLC	P-R Theta, LLC	KCS Property, LLC
Date of Sale		9/16/2022	6/21/2022	6/8/2022	2/8/2021
City, State	Columbia, TN	Columbia, TN	Columbia, TN	Columbia, TN	Columbia, TN
Gross Acres	39.843	43.455	44.290	109.160	45.94
Actual Sale Price		\$3,402,743	\$3,185,000	\$4,800,000	\$2,000,000
Adjusted Sale Price		\$3,402,743	\$3,185,000	\$4,800,000	\$2,000,000
Unit Price	Per Acre	\$78,305	\$71,912	\$43,972	\$43,535
Property Rights Conveyed					
Financing					
Conditions of Sale					
Market Conditions (Time)	10%	3%	5%	6%	19%
Adjusted \$/Acre		\$80,654	\$75,508	\$46,610	\$51,807
Relative Location		-10%	-5%	5%	0%
Size	39.843	0%	0%	10%	0%
Shape	Irregular	0%	0%	0%	0%
Frontage/Access	Adequate	0%	0%	0%	5%
Topography	Rolling	0%	0%	5%	0%
Zoning/Use	CD-4 (General Urban Character District)	0%	0%	0%	0%
Floodplain	Zone AE; Zone X (Shaded); Zone X (Unshaded)	-10%	-10%	0%	-10%
Water Features	Creek Frontage	5%	5%	0%	0%
Utilities	All Available	0%	0%	0%	0%
Easements/Encumbrances	MTEMC Overhead Power Line, 30' Sewer Easement, Creek	-15%	-10%	0%	0%
Net Adjustment		-30%	-20%	20%	-5%
Indicated Unit Value		\$56,458	\$60,406	\$55,932	\$49,217

Analysis

Unit of Comparison:

Price Per Acre

Non Physical Adjustments

Financing:

No adjustments were necessary.

Market Conditions (Time) Adjustment:

All comparables received time adjustments for sale dates based on a 10% annual adjustment.

Conditions of Sale:

No adjustments were necessary.

Continued on the following page...

Physical Adjustments

Relative Location:	A downward adjustment is required for Comps 1 & 2 given their superior location relative to the subject. Comp 3 requires an upward adjustment as its location is rated inferior to the subject.
Size:	An upward adjustment is required for the larger size of Comp 3, with regard to economies of scale.
Shape:	No adjustments were necessary.
Frontage/Access:	No adjustments were necessary.
Topography:	An upward adjustment is warranted for Comp 3 given its inferior topography relative to the subject.
Zoning/Use:	No adjustments were necessary.
Floodplain:	A downward adjustment to Comps 1, 2, & 4 is necessary as these properties are located outside of FEMA designated floodplain areas.
Water Features:	Comps 1 & 2 were adjusted upward due to lack of water features.
Utilities:	No adjustments were necessary.
Easements/Encumbrances:	Comps 1 & 2 are rated superior to the subject property in terms of easements/encumbrances. As such, a downward adjustment has been considered.
Discussion of Reconciled Value:	All comps were considered good representatives of the subject and equal weight was given to all comps.
Reconciled Unit Value:	\$60,000 Per Acre
Subject Site Value:	\$2,390,580

(B) Analysis of Comparability – Larger Parcel B

LAND SALES ADJUSTMENT GRID - BEFORE (LARGER PARCEL B)					
	Subject	Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4
Grantor		Nomau Partners, LLC	Honey Lakes, LLC	Starling Davis Clark, Trustee of The Starling P. Davis Legacy Trust u/a/d March 19, 2016	Charles Raines
Grantee		M/I Homes of Nashville, LLC	KCS Property, LLC	P-R Theta, LLC	KCS Property, LLC
Date of Sale		9/16/2022	6/21/2022	6/8/2022	2/8/2021
City, State	Columbia, TN	Columbia, TN	Columbia, TN	Columbia, TN	Columbia, TN
Gross Acres	46.200	43.455	44.290	109.160	45.94
Actual Sale Price		\$3,402,743	\$3,185,000	\$4,800,000	\$2,000,000
Adjusted Sale Price		\$3,402,743	\$3,185,000	\$4,800,000	\$2,000,000
Unit Price	Per Acre	\$78,305	\$71,912	\$43,972	\$43,535
Property Rights Conveyed					
Financing					
Conditions of Sale					
Market Conditions (Time)	10%	3%	5%	6%	19%
Adjusted \$/Acre		\$80,654	\$75,508	\$46,610	\$51,807
Relative Location		-10%	-5%	5%	0%
Size	46.200	0%	0%	10%	0%
Shape	Irregular	0%	0%	0%	0%
Frontage/Access	Adequate	0%	0%	0%	5%
Topography	Rolling	0%	0%	5%	0%
Zoning/Use	CD-3 (Neighborhood Character District)	0%	0%	0%	0%
Floodplain	Zone AE; Zone X (Shaded); Zone X (Unshaded)	-10%	-10%	0%	-10%
Water Features	Creek Frontage	5%	5%	0%	0%
Utilities	All Available	0%	0%	0%	0%
Easements/Encumbrances	30' Sewer Easement	-10%	-5%	5%	5%
Net Adjustment		-25%	-15%	25%	0%
Indicated Unit Value		\$60,491	\$64,182	\$58,263	\$51,807

Analysis

Unit of Comparison:

Price Per Acre

Non Physical Adjustments

Financing:

No adjustments were necessary.

Market Conditions (Time) Adjustment:

All comparables received time adjustments for sale dates based on a 10% annual adjustment.

Conditions of Sale:

No adjustments were necessary.

Continued on the following page...

Physical Adjustments

Relative Location:	A downward adjustment is required for Comps 1 & 2 given their superior location relative to the subject. Comp 3 requires an upward adjustment as its location is rated inferior to the subject.
Size:	An upward adjustment is required for the larger size of Comp 3, with regard to economies of scale.
Shape:	No adjustments were necessary.
Frontage/Access:	No adjustments were necessary.
Topography:	An upward adjustment is warranted for Comp 3 given its inferior topography relative to the subject.
Zoning/Use:	No adjustments were necessary.
Floodplain:	A downward adjustment to Comps 1, 2, & 4 is necessary as these properties are located outside of FEMA designated floodplain areas.
Water Features:	Comps 1 & 2 were adjusted upward due to lack of water features.
Utilities:	No adjustments were necessary.
Easements/Encumbrances:	Comps 1 & 2 are rated superior to the subject property in terms of easements/encumbrances. As such, a downward adjustment has been considered. An upward adjustment has been considered for Comps 3 & 4 as these sales are rated inferior to the subject in terms of easements/encumbrances.
Discussion of Reconciled Value:	All comps were considered good representatives of the subject and equal weight was given to all comps.
Reconciled Unit Value:	\$60,000 Per Acre
Subject Site Value:	\$2,772,000

17. Explanation and/or Breakdown of Land Values

(A) Valuation of Land

<u>Property Type</u>	<u>Size</u>		<u>Price per Unit</u>		<u>Indicated Value</u>
Residential Land	39.843 Acres	@	\$60,000 Per Acre	=	\$2,390,580
Residential Land	46.200 Acres	@	\$60,000 Per Acre	=	\$2,772,000

18. Approaches to Value Considered

Indicated Value of Part-Affected (Larger Parcel A) by Cost Approach : \$2,390,000 (Rounded)

Indicated Value of Part-Affected (Larger Parcel B) by Cost Approach : \$2,770,000 (Rounded)

Vacant land tracts similar to the subject property are typically valued using only the Sales Comparison Approach. The Cost Approach has been considered given the ancillary improvements located within the proposed easement acquisition area. The Income Capitalization Approach has also been omitted as vacant land tracts are seldom purchased for their income-producing capabilities.

19. Fair Market Value of Entire Tract

Based upon the analysis contained herein, the reconciled value of Larger Parcel A is estimated at \$2,390,000.

Based upon the analysis contained herein, the reconciled value of Larger Parcel B is estimated at \$2,770,000.

(A) Total Amount Due Owner if Part-Affected Acquired: \$8,968 (Larger Parcel A)

\$7,345 (Larger Parcel B)

(B) Amount Attributable to Land/Improvements: \$5,706/\$3,262 (Larger Parcel A)

\$4,446/\$2,899 (Larger Parcel B)

Partial Acquisition

20 Value of Part-Affected (Larger Parcel A)	\$2,390,000
---	-------------

Amount Due Owner if Only Part Acquired

A.	Fee Simple Acquisition	@		\$0
	Permanent Drainage Easement Acquisition	@		\$0
	Slope Easement Acquisition	0.076-acre @	\$54,000	\$4,104
	Temporary Construction Easement Acquisition	0.089-acre @	\$18,000	\$1,602
B.	Improvements Acquired			
	Fencing on Metal Posts	159 LF		\$719
	Stock Corral Gate	1 Gate		\$167
C.	Value of Part Acquired Land & Improvements (Subtotal)			\$6,592
D.	Total Damages			
	Total Cost to Cure			\$2,376
E.	Sum of A, B, & D			\$8,968
F.	Special Benefits			
G.	Total Amount Due Owner, if only part is acquired			\$8,968

21 Value of Remainder (Larger Parcel A)

A. Land Remainder

		Amount per Acre		Damages		Remaining Value
		Before	After	\$	%	
Left	@					
Right	39.843 acres @	\$60,000	\$60,000	\$0	0%	\$2,390,580

Remainder Value of Land	\$2,390,580
Less: Easements	\$5,706
Total Remainder Value of Land	\$2,384,874

B. Improvements Remainder

Before Value	Damages		Remaining Value
	\$	%	
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0

Remainder Value of Improvements	\$0
Total Remainder Value of Land & Improvements	\$2,384,874

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4

20 Value of Part-Affected (Larger Parcel B)				\$2,770,000
Amount Due Owner if Only Part Acquired				
A.	Fee Simple Acquisition	@		\$0
	Permanent Drainage Easement Acquisition	@		\$0
	Slope Easement Acquisition	0.067-acre @	\$54,000	\$3,618
	Temporary Construction Easement Acquisition	0.046-acre @	\$18,000	\$828
B.	Improvements Acquired			
	Fencing on Wood Posts	195 LF		\$992
C.	Value of Part Acquired Land & Improvements (Subtotal)			\$5,438
D.	Total Damages			
	Total Cost to Cure			\$1,907
E.	Sum of A, B, & D			\$7,345
F.	Special Benefits			
G.	Total Amount Due Owner, if only part is acquired			\$7,345

21 Value of Remainder

A. Land Remainder

Amount per Acre		Damages		Remaining Value
Before	After	\$	%	
Left	46.200 acres @	\$60,000	\$0	0%
Right	@			

Remainder Value of Land \$2,772,000
Less: Easements \$4,446
Total Remainder Value of Land \$2,767,554

B. Improvements Remainder

Before Value	Damages		Remaining Value
	\$	%	
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0

Remainder Value of Improvements \$0
Total Remainder Value of Land & Improvements \$2,767,554

Summary of Remainder
Appraiser's Description of Remainder and Explanation of Benefits
(Supplement to Items 20 & 21, Form 2A-8)

23. Highest and Best Use Subsequent to Acquisition

The highest and best use of Larger Parcel A, subsequent to acquisition, is for single-family residential development to the maximum density allowed by zoning.

The highest and best use of Larger Parcel B, subsequent to acquisition, is for single-family residential development to the maximum density allowed by zoning.

24. Description of Remainder

Larger Parcel A

Two slope easement acquisitions totaling 0.076-acre (3,315 SF) are planned for Tract 3. The first proposed easement acquisition is planned for the northwest corner of the site, spanning a distance of 110.94' along the Iron Bridge Road frontage. The proposed easement acquisition is variable in depth, ranging from 10' to 30' south of the ROW boundary.

The second proposed easement acquisition is planned along the northern right-of-way boundary, east of Lytle Creek. Based upon the provided set of plans, the proposed easement acquisition spans a distance of 164.05' along the Iron Bridge Road frontage. The proposed easement acquisition is variable in depth, ranging from 8' to 20' south of the ROW boundary. The access and utility of the remainder for residential development is similar in the after condition. The slope easement exists in perpetuity and is therefore given 90% of the fee value.

Two temporary construction easement acquisitions containing a total area of 0.089-acre (3,865 SF) are planned for Tract 3. The proposed easements are slated for working areas for the proposed slope easement acquisitions. The proposed easement acquisitions are variable in depth, with a maximum depth of 10' measured from the slope easement boundary.

The proposed duration of the easement is for a period of three years. As a portion of the larger parcel, the proposed TCE acquisition is estimated at 30% (10% x 3 years) of the fee value.

Larger Parcel B

A permanent slope easement acquisition containing an area of 0.067-acre (2,899 SF) is proposed for Tract 4. The proposed easement acquisition is planned for the southwest corner of the site, spanning a distance of 166.81' along the Iron Bridge Road frontage. The proposed easement acquisition is variable in depth, ranging from 10' to 30' north of the ROW boundary.

A temporary construction easement acquisition containing an area of 0.046-acre (1,991 SF) is planned for Tract 4. The proposed easement is slated for working areas for the proposed slope easement acquisition. The proposed easement acquisition is variable in depth, with a maximum depth of 10' measured from the slope easement boundary. The proposed duration of the easement is for a period of three years. As a portion of the larger parcel, the proposed TCE acquisition is estimated at 30% (10% x 3 years) of the fee value.

Improvements Located in the Proposed Acquisition Areas

Larger Parcel A

As stated previously, 159 LF of mesh wire fencing on steel posts is located within the acquisition area. In addition, a 14' wide stock corral gate will be acquired as a result of the proposed project. During the project, an estimated 252 LF of fencing will be needed to temporarily maintain closure of the property. Based upon cost data reported by *Marshall Valuation Service*, the total unit cost (inclusive of 10% profit) for 4-strand barbed wire fencing on t-posts is estimated at \$7.26 per LF. Therefore, the total cost of temporary fencing is estimated at \$1,830.

After the project, the fencing will need to be replaced in like-kind. Based upon the provided plan set, an estimated 153 LF of wire mesh fencing on steel posts will be needed to enclose the perimeter of the site. As stated previously, the replacement cost per unit was estimated at \$7.54 per LF for wire mesh fencing on steel posts. Therefore, the total replacement cost new for the re-enclosure

fencing is estimated at \$1,154. The amount due owner for the fencing acquisition was \$719. Therefore, the cost-to-cure is \$435 (\$1,154-\$719).

The stock corral gate could be re-located during construction, However, a new 14' stock corral gate will be necessary upon completion of the project. As stated previously, the replacement cost new (inclusive of 10% profit) was estimated at \$278.

The amount due owner for the acquisition of the gate was previously estimated at \$167. Therefore, the cost-to-cure is \$111 (\$278-\$167).

The total cost-to-cure for Larger Parcel A is estimated at \$2,376.

Larger Parcel B

As stated previously, 195 LF of mesh wire fencing on wood posts is located within the acquisition area. During the project, an estimated 168 LF of fencing will be needed to temporarily maintain closure of the property. Based upon cost data reported by *Marshall Valuation Service*, the total unit cost (inclusive of 10% profit) for 4-strand barbed wire fencing on t-posts is estimated at \$7.26 per LF. Therefore, the total cost of temporary fencing is estimated at \$1,220.

After the project, the fencing will need to be replaced in like-kind. Based upon the provided plan set, an estimated 198 LF of wire mesh fencing on steel posts will be needed to enclose the perimeter of the site. As stated previously, the replacement cost per unit was estimated at \$8.48 per LF for wire mesh fencing on steel posts. Therefore, the total replacement cost new for the re-enclosure fencing is estimated at \$1,679. The amount due owner for the fencing acquisition was \$992. Therefore, the cost-to-cure is \$687 (\$1,679-\$992).

The total cost-to-cure for Larger Parcel B is estimated at \$1,907.

25. Amount of Damages: \$2,376 (Larger Parcel A); \$1,907 (Larger Parcel B)

(A) Amount of Benefits: \$0

Photographs



View of Larger Parcel A (Tract 3) facing E



View of 30' sewer easement on Larger Parcel A (Tract 3) facing S

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4



View of Larger Parcel A (Tract 3) facing SE



View of stock corral gate



View of typical fencing on Larger Parcel A (Tract 3) facing N



View of western portion Larger Parcel A (Tract 3) facing W

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4



View of creek located on Larger Parcel A facing S from Iron Bridge Road



View of Larger Parcel A road frontage (Tract 3) facing E

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4



View of Larger Parcel B (Tract 4) facing N from Iron Bridge Road



View of Larger Parcel B (Tract 4) facing NE from Iron Bridge Road

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4



View of Larger Parcel B (Tract 4) facing W from Iron Bridge Road



View of Larger Parcel B (Tract 4) facing E from Iron Bridge Road

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4



View of typical fencing on Larger Parcel B (Tract 4) facing N



View of creek located along western boundary of Larger Parcel B facing N

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4



View of Larger Parcel B road frontage (Tract 4) facing W



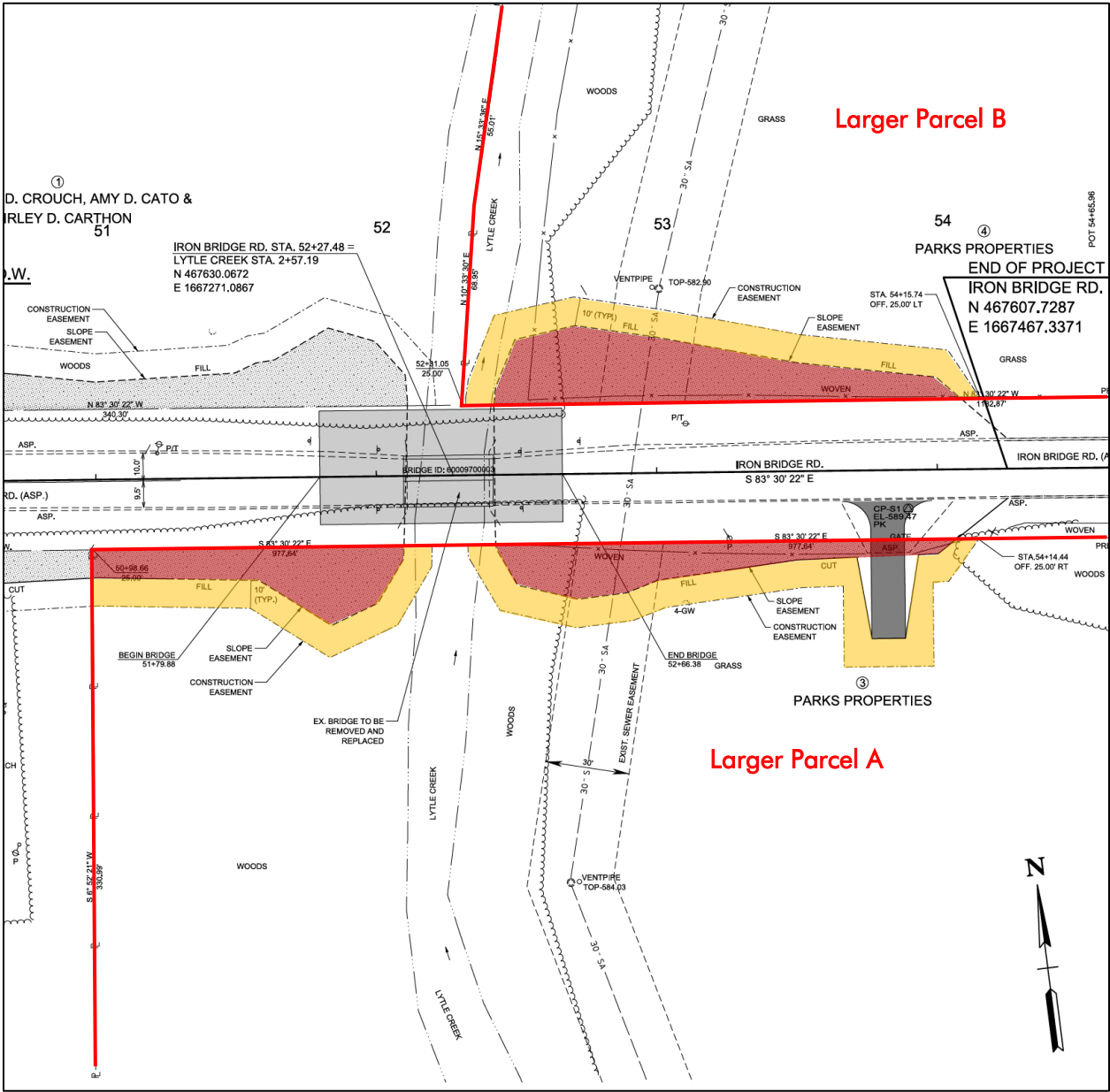
View of Larger Parcel B road frontage (Tract 4) facing E

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4

Present Layout



Slope Easement Acquisition

Temporary Construction Easement Acquisition

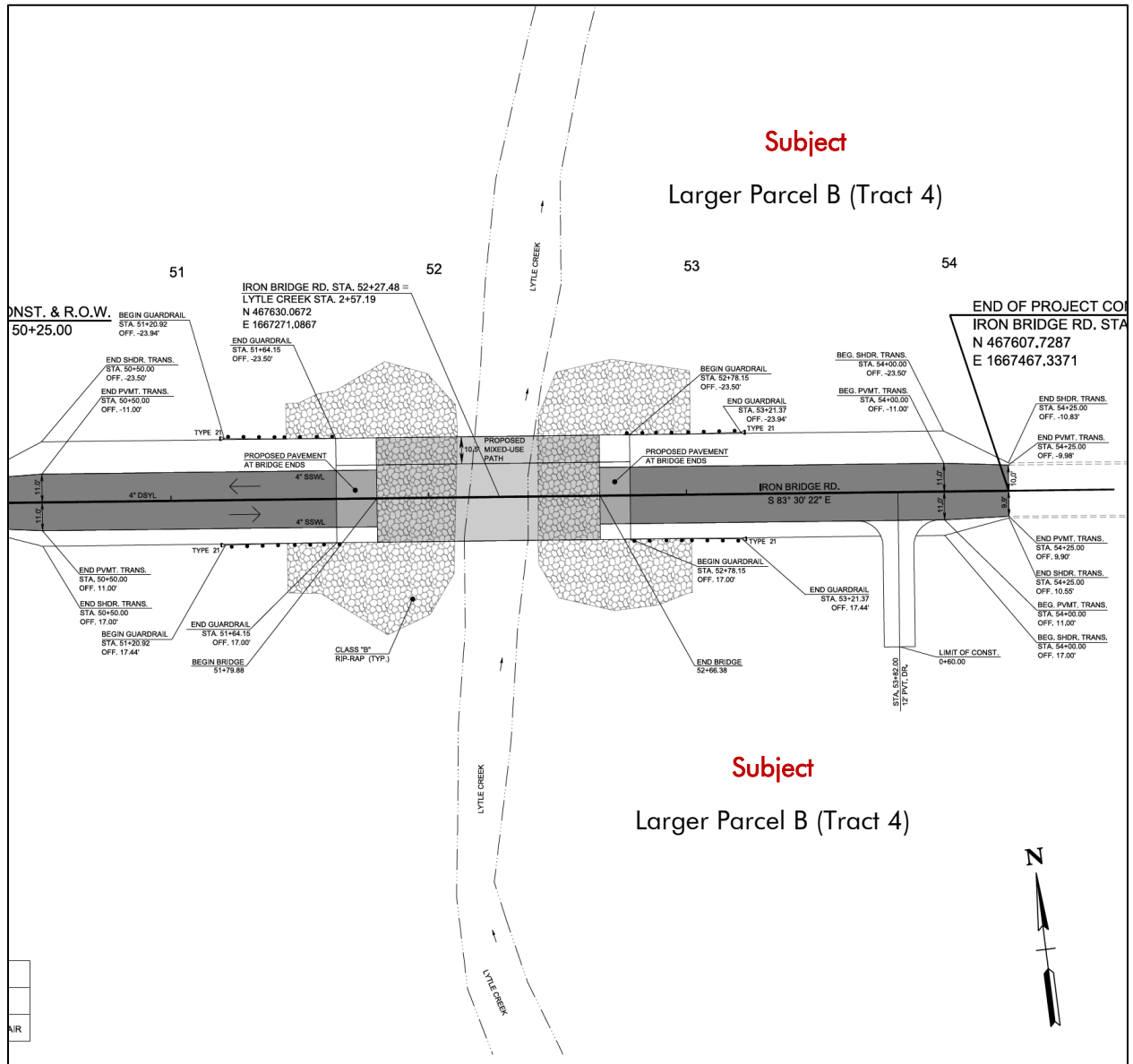


State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4

Proposed Layout

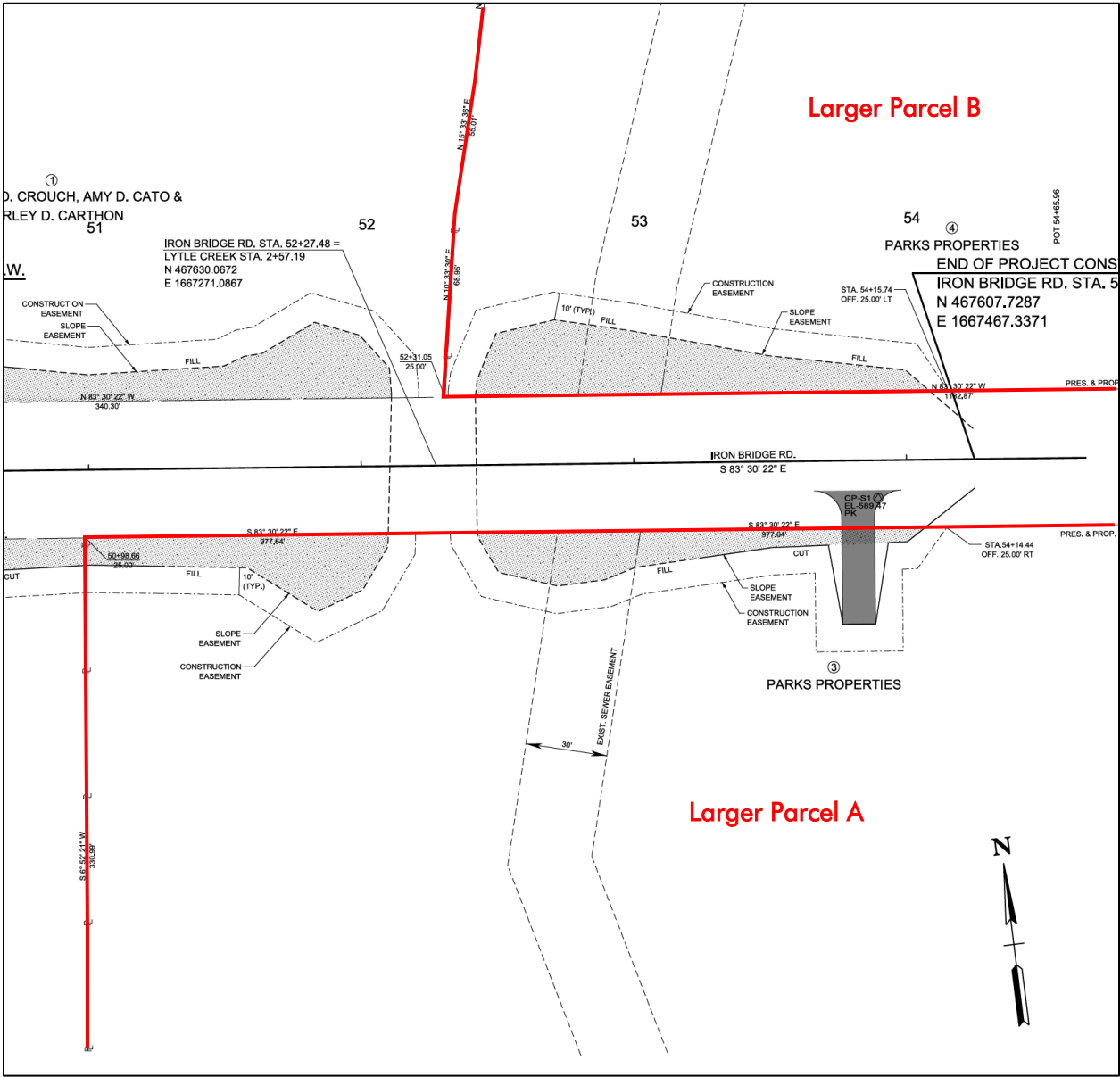


State Project No.: 60LPLM-F2-039
 Federal Project No.: N/A

County: Maury
 Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4

R.O.W. Details

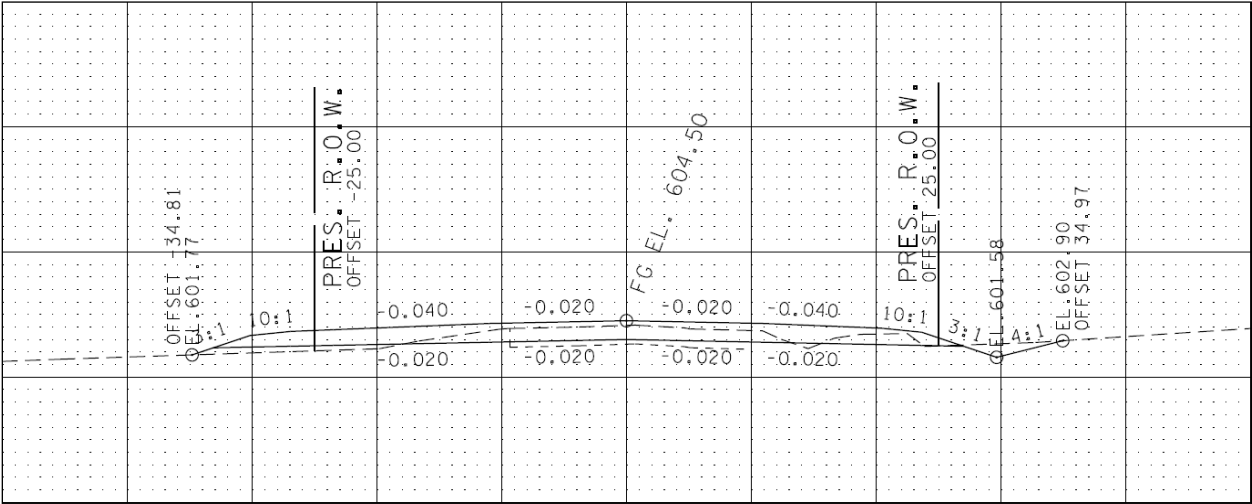


State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

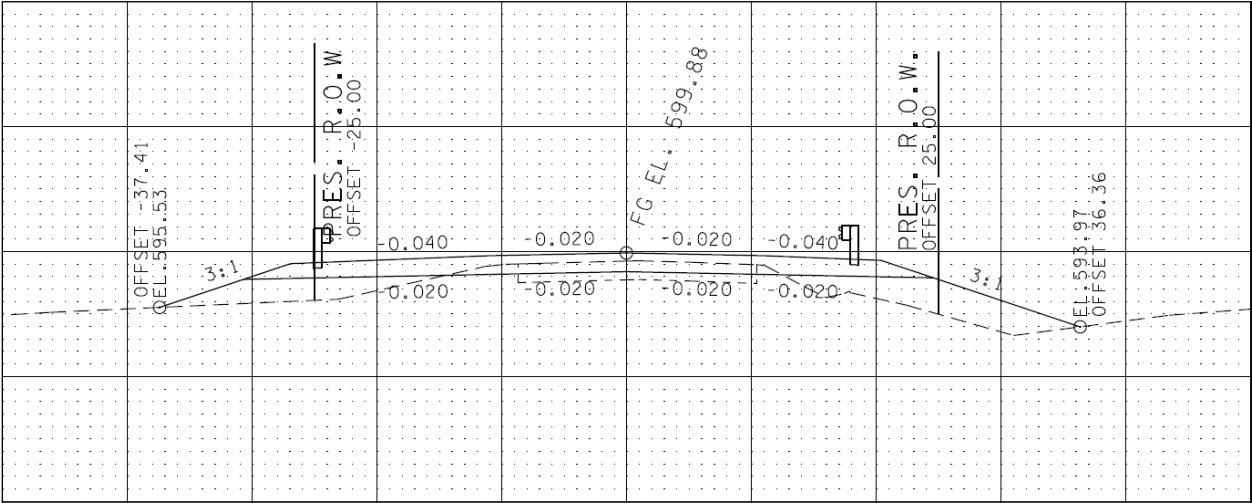
County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Tract Nos.: 3 & 4

R.O.W. Cross Sections



Station 51+00.00 (Subject right of centerline)

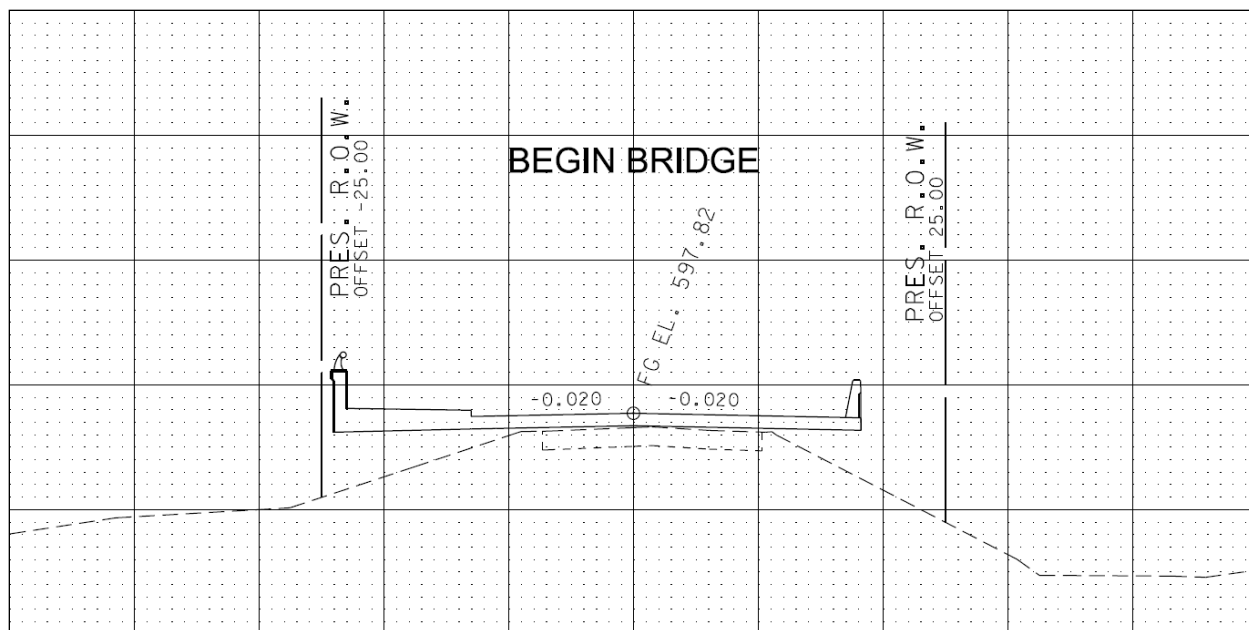


Station 51+50.00 (Subject right of centerline)

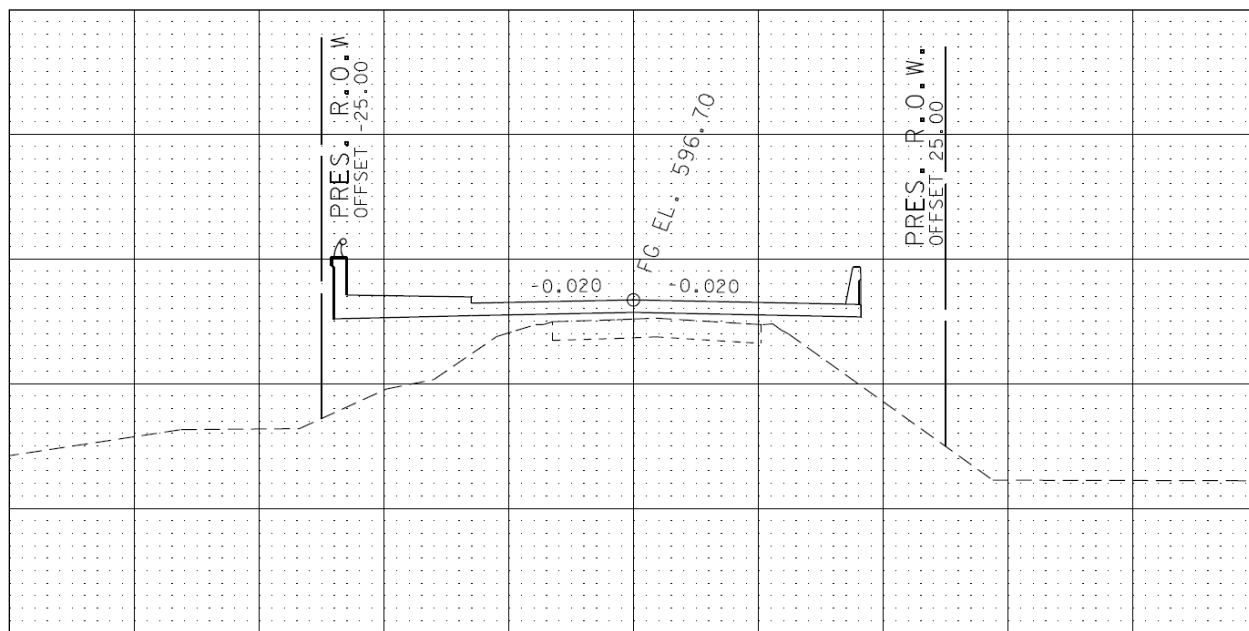
Diagram illustrating a cross-section of a road profile with the following details:

- Left Side:**
 - Offset: -41.90
 - Elevation: EL. 592.32
 - Slope: 3:1
- Center:**
 - Proposed Right of Way (PRES. R.O.W.) with an offset of 25.00.
 - Central Point: FG EL. 598.84
 - Grades: 10:1, -0.040, -0.020, -0.020, -0.020, -0.040
- Right Side:**
 - Proposed Right of Way (PRES. R.O.W.) with an offset of 25.00.
 - Slope: 2:1
 - Offset: 39.49
 - Elevation: EL. 589.40

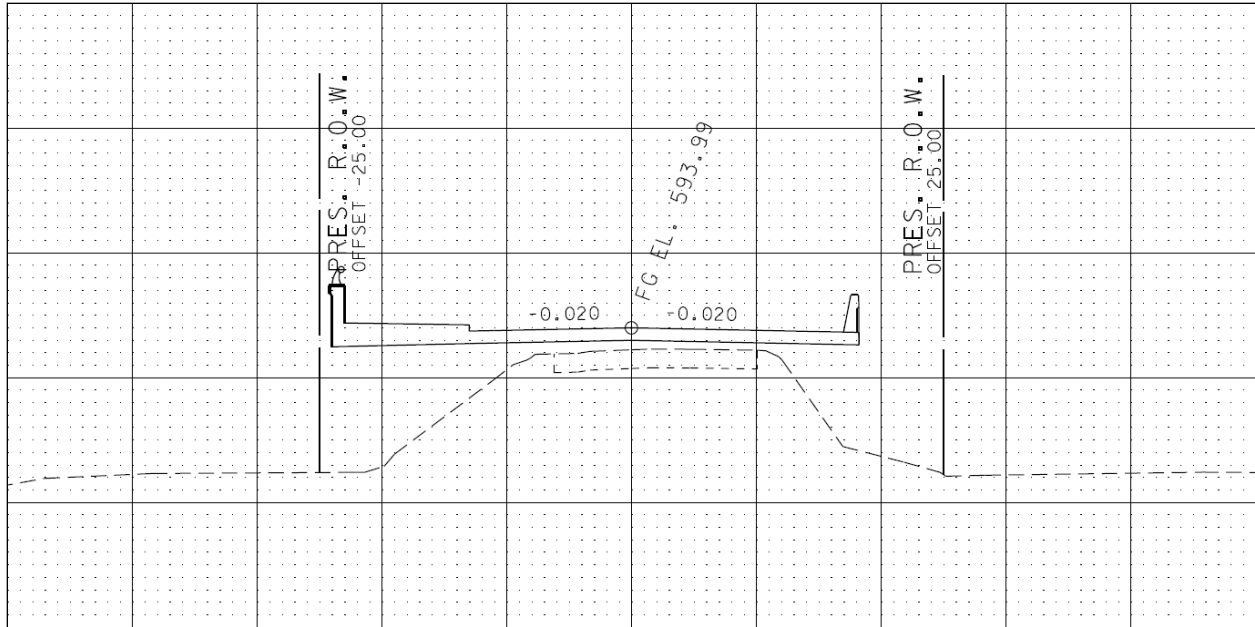
Page 236 of 491



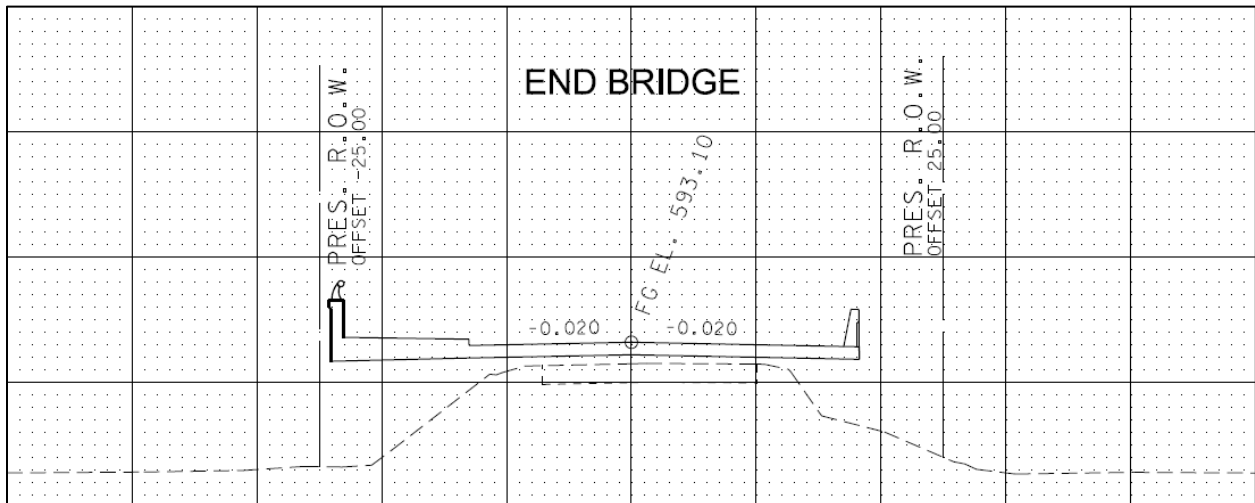
Station 51+79.88 (Subject right of centerline)



Station 52+00.00 (Subject right of centerline)



Station 52+50.00 (Subject both right and left of centerline)



Station 52+66.38 (Subject both right and left of centerline)

Station 53+00.00 (Subject both right and left of centerline)

Station 54+00.00 (Subject both right and left of centerline)

Purpose of the Appraisal

The purpose of the appraisal is to estimate the amount due the property owner as a result of acquisition of all, or a portion of, the property for a proposed highway right-of-way project. The value estimate in this report is based on market value. See "Definition of Market Value" below.

Definition of Market Value

All estimates of value prepared for agency acquisitions shall be based on "market value" –as defined and set forth in the *Tennessee Pattern Jury Instructions* 2nd Edition to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

Property Rights Appraised

Basic underlying property rights considered herein are those of a 100% ownership position in Fee Simple, defined as: "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." *The Appraisal of Real Estate*, 14th ed. Chicago, IL (page 5).

The proposed acquisition consists of a fee acquisition and/or easement rights for the proposed construction of a highway. The easement rights, if any, consist of the acquisition of less than fee simple title and in these cases the extent of the property rights conveyed have been considered in arriving at the estimate of value.

Any and all liens have been disregarded. The property is assumed to be free and clear of all encumbrances except easements or other restrictions as noted on the title report or during physical inspection of the property and mentioned in this report.

Intended Use

The intended use of this appraisal is to assist O.R. Colan Associates, LLC and the City of Columbia in Right-of-Way acquisition or disposition.

Intended User

The intended user of this report is the O.R. Colan Associates, LLC and the City of Columbia.

NOTE: If this appraisal is limited to the area affected by the acquisition for the proposed project and consists of only a part of the whole property, the value for the portion appraised cannot be used to estimate the value of the whole by mathematical extension.

Plans for the proposed construction, including cross sections of cuts and fills for the subject property, have been considered in arriving at the estimates of market value.

Attachments

Sales information and/or other pertinent information, which is part of this appraisal report and referenced in the text of this appraisal, can be found:

☒ attached at the end of this report.

☐ in a related market data brochure prepared for this project and which becomes a part of this report.

Scope of Work

O.R. Colan Associates, LLC and the City of Columbia requested an appraisal to estimate the market value of the property described herein for the purpose of acquisition or disposition. In accordance with the client's request, appropriate/required inspections and investigations have been conducted to gain familiarity with the subject of this report and the market in which it would compete if offered for sale.

Reliable data-subscription services have been utilized as the primary search tool for transfers of vacant land as well as improved properties. Deeds have been read and interviews with property owners and project-area real estate professionals conducted to the extent necessary to gain clarity and market perspective sufficient to develop credible opinions of use and value. Where construction costs are an integral part of the valuation pursuit, national cost services have been employed, but supplemented by local suppliers and contractors where necessary.

Applicable and customary approaches to value have been considered. Each of the traditional approaches to value has been processed or an explanation provided for the absence of one or more in the valuation of the subject property. For acquisition appraisals, furnished Right-of-Way plans have been utilized to visualize the property in an after-state where there is a remainder. Damages and/or special benefits have been considered for all remainders. As well, for acquisition appraisals, a "Formal" appraisal includes all real property aspects of the "Larger Parcel" as defined in this report or the tract as shown on the right-of-way plans, in the acquisition table, or extant on the ground at the time of inspection or date of possession. A "Formal Part-Affected" appraisal generally constitutes something less than a consideration of the entire tract, but in no way eliminates appropriate analyses, or diminishes the amount due owner had a "Formal" appraisal been conducted.

Acquisition appraisals are conducted in accordance with Tennessee's State Rule which asserts that the part acquired must be paid for and that special benefits can only offset damages.

The public improvement project or its anticipation cannot be considered in the “before” value estimate; however, when there is a “remainder”, the public improvement project must be considered as to its influence on said remainder (CFR, Title 49, Subtitle A, Part 24, Subpart B, Sec. 24.103(b). Source: USPAP FAQ 218.

Applicable to Formal Part-Affected type of appraisal – when all the land and or/all improvements are not appraised, the appraisal report must disclose the existence of land and improvements as part of the property.

Reasonable exposure time is not a component of the definition for the value opinion being developed. Source: Standards Rule 1-2(c) Comment and Advisory Opinion 35 effective with 2022-2023 edition of USPAP.

Assumptions, Extraordinary Assumptions, Hypothetical Conditions, and Limiting Conditions

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event, only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected*) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. The value estimate is based on building sizes calculated by the appraiser from exterior dimensions taken during the inspection of the subject property. Land areas are based on the Acquisition Table unless otherwise noted in this report.
6. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
7. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
8. Responsible ownership and competent property managements are assumed.
9. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
10. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
11. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

12. It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
13. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
14. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
15. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
16. Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, area-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no additional materials on the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them or the costs involved to remove them. The appraiser reserves the right to revise the final value estimate if such substances are found on or in the property.
17. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could affect the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the subject property.

18. This appraisal contains a hypothetical condition that the subject roadway project will be constructed according to plans and cross sections referenced in this report. The use of this hypothetical condition might have affected the assignment results.

Certification of the Appraiser

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no (or the specified) present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.
4. I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice, Uniform Act*, and *TDOT Guidelines for Appraisers*.
9. I have made a personal inspection of the property that is the subject of this report. (If more than one person signs the certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property). I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were represented by the photographs contained in said appraisal and/or market data brochure.

10. No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)
11. That I understand that said appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of Tennessee with ☐ without ☒ the assistance of Federal-aid highway funds, or other Federal funds.
12. That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.
13. That any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.
14. That I have not revealed the findings and results of such appraisal to anyone other than the proper officials with O.R. Colan Associates, LLC or the City of Columbia and I will not do so until so authorized by said officials, or until I am released from this obligation by having publicly testified to such findings.
15. That a representative of the owner, Jim Parks, was contacted on Wednesday February 8, 2023 by email, and was given an opportunity for him and/or his designated representative to accompany the appraiser during the inspection of the subject property. The owner declined to accompany the appraiser during the inspection which occurred on Monday, February 13, 2023.
- Date(s) of inspection of subject property: 2/13/2023
- Date(s) of inspection of comparable sales: 2/13/2023; 2/24/2023
16. That the centerline and/or right-of-way limits were not staked sufficiently for proper identification on this tract.
17. That the roadway cross sections were furnished to me and/or made available and have been used in the preparation of this appraisal.

18. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
19. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
20. As of the date of this report, I, Michael B. Malone, have completed the continuing education program for Designated Members of the Appraisal Institute.
21. That my opinion of the fair market value of the acquisition as of February 13, 2023, is \$16,313 (\$8,968 – Larger Parcel A; \$7,345 – Larger Parcel B), based upon my independent appraisal and the exercise of my professional judgement.

Signature: 

State of Tennessee Certified General Real Estate Appraiser License Number: TN CG-4519

Date of Report: April 13, 2023

VACANT LAND
Market Data (Sales & Rentals)

General Information

Street Address:	Pulaski Highway Columbia, TN 38401
Tax Identification:	P/O 113 080.47
Deed Book/Page:	R2874/1163
Property Rights:	Fee Simple
Seller:	Nomau Partners, LLC
Buyer:	M/I Homes of Nashville, LLC
Date of Sale:	9/16/2022
Sale Price:	\$3,402,743
Verification Source:	Public Record, Deed Affidavit
Financing:	Cash to Seller

Physical Characteristics

Land Area:	43.455 Acres
Shape:	Irregular
Frontage:	$\pm$ 98 LF along the east side of Pulaski Highway $\pm$ 908 LF along the north side of Morrow Lane
Access:	Pulaski Highway & Morrow Lane
Topography:	Hilly
On-Site Improvements:	None
Existing Easements/Encumbrances:	Sewer easement
Utilities:	Water, Electric, Sewer
Zoning:	CD-4 (General Urban District)

Sale Price:	\$3,402,743
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Price per Unit:	\$78,305
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Comments

This represents the September 2022 transfer of a 43.455-acre parcel located along the north side of Morrow Lane in Columbia, Maury County, Tennessee. The property also features approximately 98 LF of frontage along Pulaski Highway. All utilities are available to the site. The site is planned for single-family residential development.

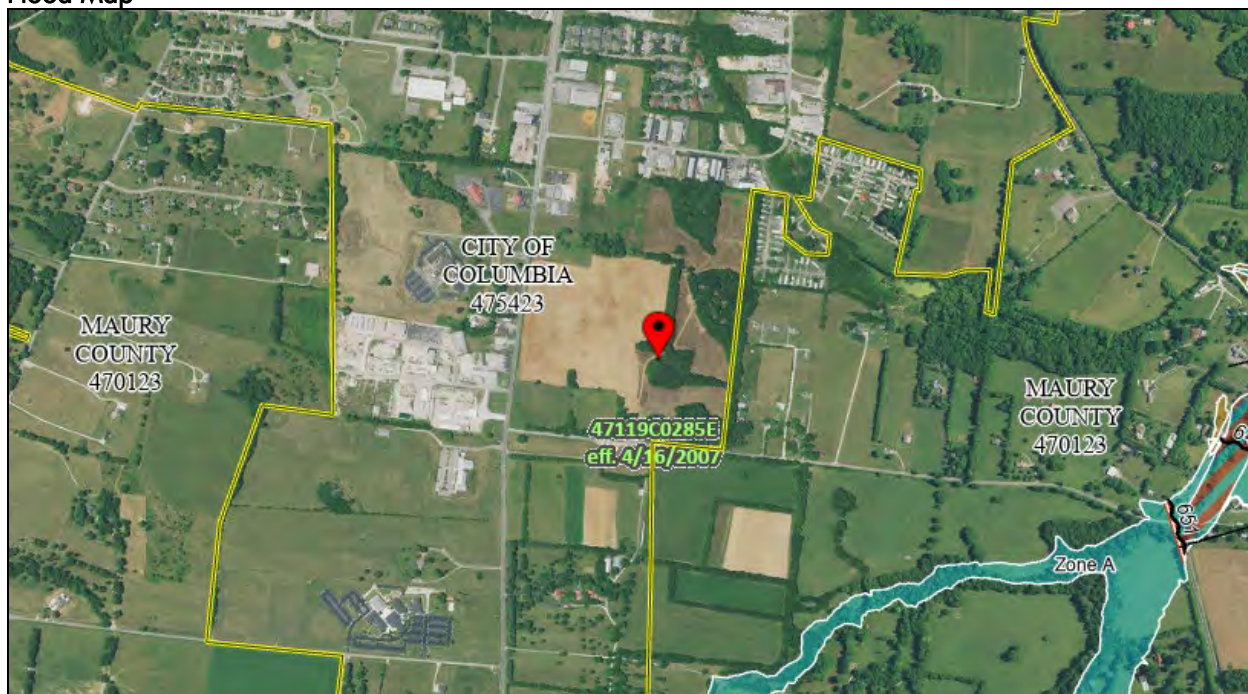
VACANT LAND
Market Data (Sales & Rentals)

Aerial



VACANT LAND
Market Data (Sales & Rentals)

Flood Map



Photograph



View of tract facing N from Morrow Lane taken 2/13/2023 by Brandon Malone

VACANT LAND
Market Data (Sales & Rentals)

General Information

Street Address:	Williamsport Pike Columbia, TN 38401
Tax Identification:	P/O 088 051.03
Deed Book/Page:	R2853/305
Property Rights:	Fee Simple
Seller:	Honey Lakes, LLC
Buyer:	KCS Property, LLC
Date of Sale:	6/21/2022
Sale Price:	\$3,185,000
Verification Source:	Public Record, Deed Affidavit
Financing:	Cash to Seller

Physical Characteristics

Land Area:	44.290 Acres
Shape:	Irregular
Frontage:	$\pm$ 92 LF along the north side of Williamsport Pike $\pm$ 696 LF along the south side of U.S. Highway 43
Access:	Williamsport Pike
Topography:	Hilly
On-Site Improvements:	None
Existing Easements/Encumbrances:	Transmission line easement
Utilities:	Water, Electric, Sewer
Zoning:	CD-3 (Neighborhood Character District)

Sale Price:	\$3,185,000
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Price per Unit:	\$71,912
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Comments

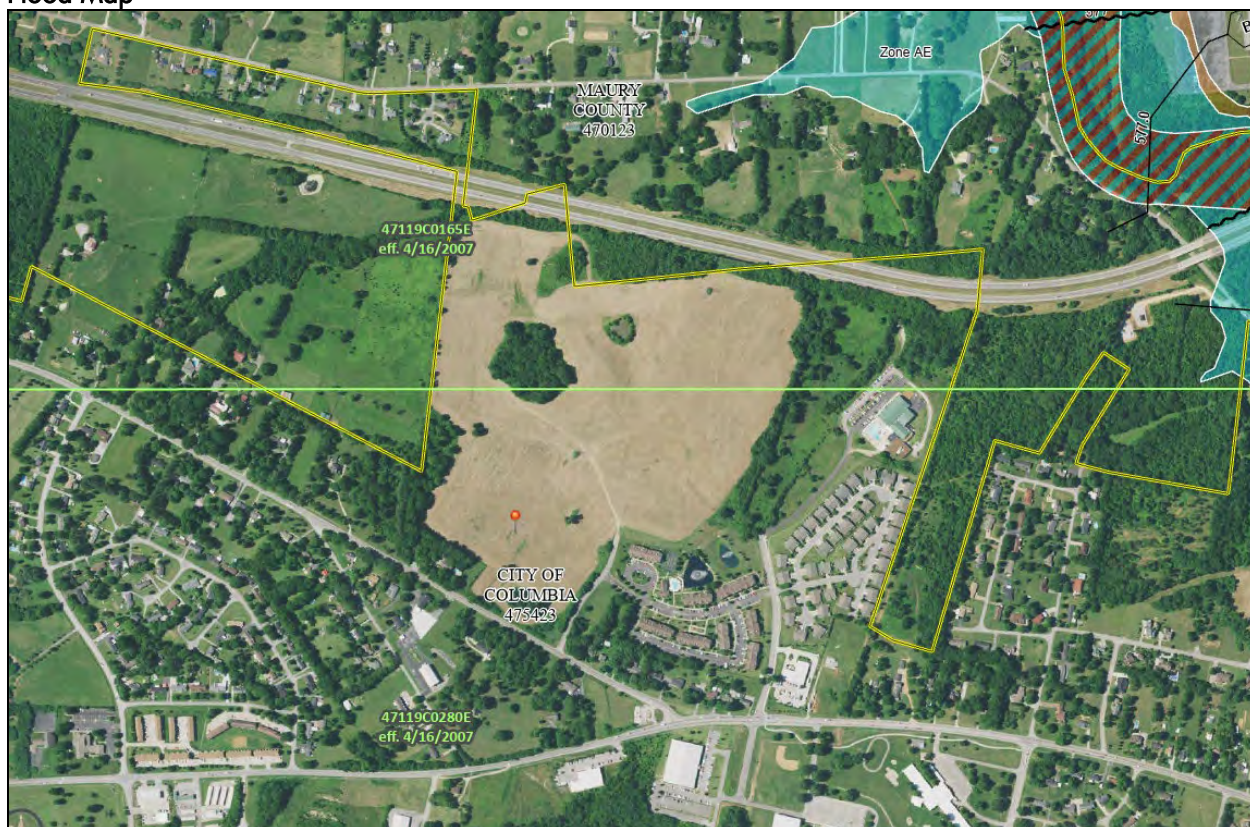
This represents the June 2022 transfer of a 44.29-acre parcel located along the north side of Williamsport Pike in Columbia, Maury County, Tennessee. All utilities are available to the site. A T.V.A. transmission line easement measuring 150' wide by 955' long is located in the eastern portion of the site. The site is planned for single-family residential development.

VACANT LAND
Market Data (Sales & Rentals)

Aerial



VACANT LAND
Market Data (Sales & Rentals)

Flood Map**Photograph**

View of tract facing NW from Twin Lakes Drive taken 2/13/2023 by Brandon Malone

VACANT LAND
Market Data (Sales & Rentals)

General Information

Street Address:	Theta Pike Columbia, TN 38401
Tax Identification:	075 001.03
Deed Book/Page:	R2850/566
Property Rights:	Fee Simple
Seller:	Starling Davis Clark, Trustee of The Starling P. Davis Legacy Trust u/a/d March 19, 2016
Buyer:	P-R Theta, LLC
Date of Sale:	6/8/2022
Sale Price:	\$4,800,000
Verification Source:	Starling Davis, Seller
Financing:	Cash to Seller

Physical Characteristics

Land Area:	109.160 Acres
Shape:	Irregular
Frontage:	$\pm$ 1,177 LF along the south side of Columbia Rock Road $\pm$ 1,654 LF along Theta Pike
Access:	Theta Pike
Topography:	Moderate Slope
On-Site Improvements:	None
Existing Easements/Encumbrances:	Creek, power Line, and transmission line easement
Utilities:	Water, Electric, Sewer
Zoning:	CD-3 (Neighborhood Character District)

Sale Price:	\$4,800,000
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Price per Unit:	\$43,972
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Comments

This represents the June 2022 transfer of a 109.56-acre parcel located along the south side of Columbia Rock Road in Columbia, Maury County, Tennessee. The property is bifurcated by the ROW of Theta Pike. The seller reported that the sale is representative of an arm's-length transaction. All utilities are available to the site. Haley Branch runs alongside the Columbia Rock Road frontage before feeding into Rutherford Creek along the western boundary of the parcel. During the inspection of the property, a powerline easement was observed along the Columbia Rock Road frontage. A T.V.A. transmission line easement measuring 150' wide by 730' long bifurcates the portion of the site located west of Theta Pike. A 3.67-acre portion of the property located west of Theta Pike is located within the floodway of Rutherford Creek while an additional 4.8 acres is shown to be located within a FEMA 100-year and 500-year designated floodplain. The site is planned for single-family residential development.

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Comp No.: 3

VACANT LAND
Market Data (Sales & Rentals)

Aerial

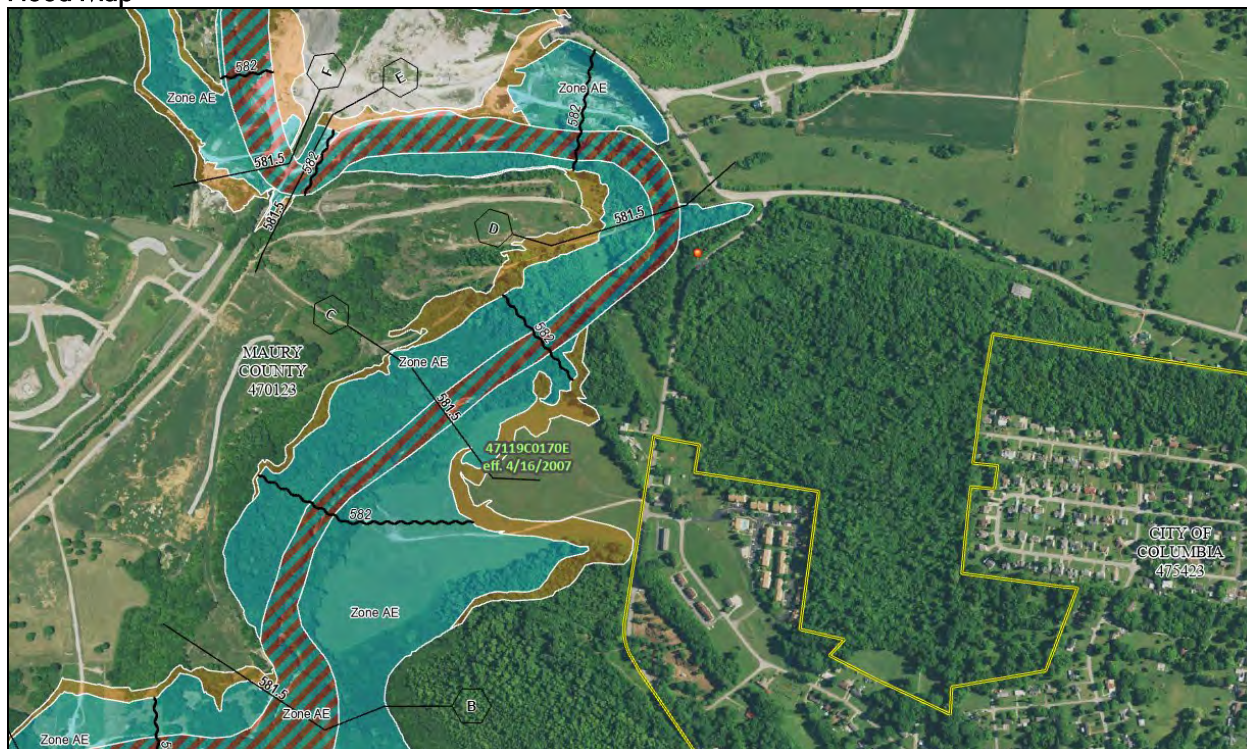


State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Comp No.: 3

VACANT LAND
Market Data (Sales & Rentals)

Flood Map**Photograph**

View of tract facing SE from Columbia Rock Road taken 2/13/2023 by Brandon Malone

State Project No.: 60LPLM-F2-039
Federal Project No.: N/A

County: Maury
Name of Appraiser: Michael B. Malone, MAI, AI-GRS

Comp No.: 3

VACANT LAND
Market Data (Sales & Rentals)

General Information

Street Address:	Forrest Drive Columbia, TN 38401
Tax Identification:	112 006.00
Deed Book/Page:	R2706/1040
Property Rights:	Fee Simple
Seller:	Charles Raines
Buyer:	KCS Property, LLC
Date of Sale:	2/8/2021
Sale Price:	\$2,000,000
Verification Source:	Monica Raines, Listing Broker
Financing:	Cash to Seller

Physical Characteristics

Land Area:	45.940 Acres
Shape:	Irregular
Frontage:	$\pm$ 1,091 LF along the west side of Forrest Drive $\pm$ 50 LF along the south side of Stonewall Drive
Access:	Forrest Drive & Stonewall Drive
Topography:	Moderate Slope
On-Site Improvements:	None
Existing Easements/Encumbrances:	Creek
Utilities:	Water, Electric, Sewer
Zoning:	R-10 (Low Density Residential District)

Sale Price:	\$2,000,000
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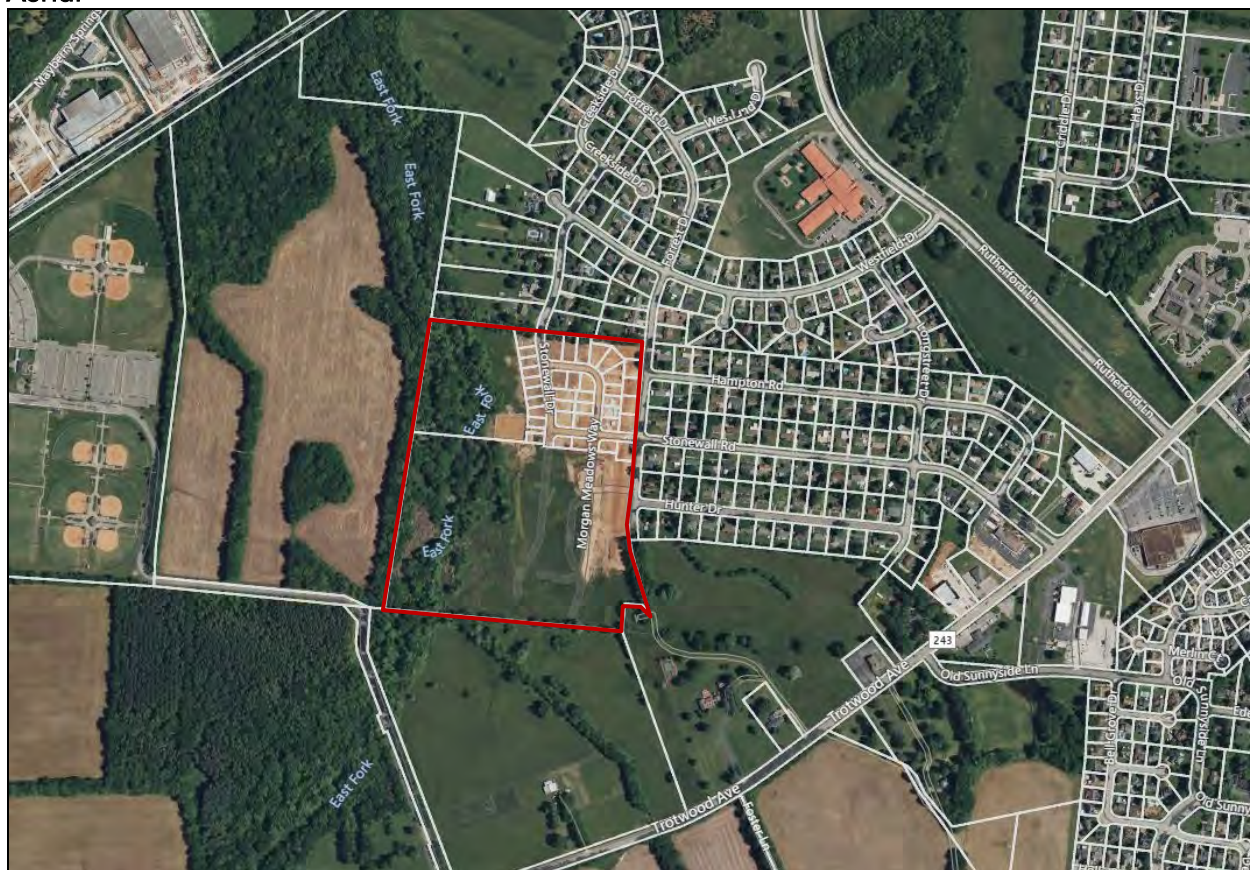
Price per Unit:	\$43,535
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Comments

This represents the February 2021 transfer of a 45.94-acre parcel located along the west side of Forrest Drive in Columbia, Maury County, Tennessee. East Fork Creek traverses the western portion of the site, rendering an approximate 16 acres to be utilized as open space. The site is currently under development and planned for 110 single-family residential lots. All utilities are available to the site.

VACANT LAND
Market Data (Sales & Rentals)

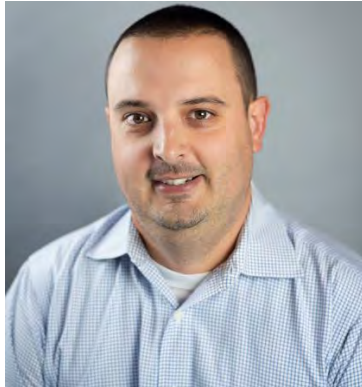
Aerial



VACANT LAND
Market Data (Sales & Rentals)

Flood Map**Photograph**

View of tract facing SW from Forrest Drive taken 2/24/2023 by Brandon Malone



VALUATION & ADVISORY SERVICES

Brandon Malone

Vice President, Nashville, TN

T +1 615 248 1124

M +1 615 294 0139

E brandon.malone@cbre.com

Education

- Bachelor of Business Administration in Economics & Finance, Middle Tennessee State University

Professional Experience

Brandon currently serves as Vice President with Valuation and Advisory Services in the Nashville office. He joined CBRE in December of 2022 after serving as a Real Estate Valuation Consultant with the Altus Group.

He has extensive experience with assignments involving financial institutions as well as right-of-way projects across the State of Tennessee. He has worked with a broad range of clients including owners, developers, state government, local municipalities, and REITs. Mr. Malone has experience in the appraisal of numerous property types including freestanding retail, shopping centers, suburban office, CBD office, industrial, multifamily, residential subdivisions, agricultural, vacant commercial land, and various special purpose properties. He has also performed various appraisal review assignments.

Mr. Malone has taken a variety of educational offerings through the Appraisal Institute and International Right of Way Association. He currently holds Certified General Real Estate Appraiser credentials in North Carolina, Tennessee, and Virginia.

Professional Affiliation & Accreditations

- MAI, AI-GRS Designations, Appraisal Institute
- Pre-Qualified Right of Way Appraiser for the Tennessee Department of Transportation
- Argus Enterprise Software Certification

IRON BRIDGE ROAD BRIDGE REPLACEMENT PROJECT - COLUMBIA, TN

FORM 2, APPROVED OFFER - BASIS, SUMMARY & AUTHORIZATION

(THIS FORM MAY BE USED FOR STAFF NPP)

STATE PROJECT NO:	60LPLM-F2-039	FEDERAL PROJECT NO:	N/A
LPA PROJECT ID NUMBER:	N/A	TRACT NUMBER:	3 & 4
PROPERTY OWNERSHIP:	Parks Properties, a Tennessee General Partnership		
COUNTY:	Maury	TAX MAP/PARCEL NO.:	099-030.00
APPRAISER (S):	Michael B. Malone, MAI, AI-GRS		
APPRAISER CONCLUSION OF TOTAL AMOUNT DUE OWNER:	\$	16,313	
EFFECTIVE DATE OF VALUATION:	2/13/23	APPRAISAL TYPE (FORMAL, FPA, or NPP):	FPA

ACQUISITION AREAS & APPROVED COMPENSATIONS

	ACQUISITION AREAS		COMPENSATIONS	ALTERNATE OFFER	
	AREA	ACRES/SF	(Rounded)	Partial-Acquisition Remainder Declared Uneconomic Remnant	N/A
INTERESTS ACQUIRED					
FEE-SIMPLE					
PERM. DRAINAGE. ESM'T.					
SLOPE ESM'T.	2,540	SF	\$ 7,722		
AIR RIGHTS					
TEMP. CONST. ESM'T.	2,085	SF	\$ 2,430		
LAND OWNER IMPRVMTS.			\$ 1,878		
TOTL ACQUISITIONS			\$ 12,030		
DAMAGES			\$ 4,283		
SPECIAL BENEFITS					
NET DAMAGES			\$ 4,283		
UTILITY ADJUSTMENT					
TOTL LAND OWNER COMP.			\$ 16,313		
TENANT IMPRVMTS.					
TOTAL TRACT COMPENSATION			\$16,325 (Rounded)		

COMMENTS & EXPLANATIONS

The appraisal submitted by Brandon Malone was well supported by relevant local sales data and accepted appraisal methodologies. The approved compensation amount is rounded slightly upward, which is accepted practice by TDOT. The appraisal review report is attached to this form. This form, in itself, is not an appraisal or appraisal review report. The approved appraisal of Brandon Malone has been submitted separately to the client, OR Colan Associates.

OFFER PREPARED BY:	S. Todd Rogers, MAI, SR/WA	DATE:	4/13/2023
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SIGNATURE OF PREPARER:



AGENCY AUTHORIZATION BY:

Date & Signature Of Authorizing Party

LEGAL FORM APPROVED:



C. Tim Fisher, CMAA, Attorney

**LOCAL PUBLIC AGENCY
REAL PROPERTY EMINENT DOMAIN
APPRAISAL REVIEW REPORT
(RIGHT OF WAY ACQUISITION)**

This appraisal review has been conducted in accordance with the Scope of Work Rule and Standards 3 and 4 of the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation. This review and this review report are intended to adhere to Standards 3 and 4 in effect as of the date this review was prepared. The appraisal and appraisal report have been considered in light of the Standards 1 & 2 in effect as of the date the appraisal was prepared - not necessarily the effective date of valuation.

The purpose of this technical review is to develop an opinion as to the compliance of the appraisal report identified herein to the *Uniform Standards of Professional Appraisal Practice*, the *Uniform Relocation Assistance & Real Property Acquisition Act*, and the Tennessee Department of Transportation's *Guidelines for Appraisers*; and further develop opinions as to the completeness, adequacy, relevance, appropriateness, and reasonableness of opinions presented in the appraisal report as advice to the acquiring agency in its development of a market value offer to the property owner. This review is conducted for:

Iron Bridge Road Bridge Replacement Project - Columbia, TN

All estimates of value prepared for agency acquisitions shall be based on "market value" - as defined and set forth in the Tennessee Pattern Jury Instructions to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied." Compensations are in compliance with the Tennessee State Rule.

Section (A) Identification & Base Data:

(1) State Project Number: **60LPLM-F2-039** (2) County: **Maury** (3) Tract No: **3 & 4**
Federal: **N/A**
Local ID: **N/A**

(4) Owner(s) of Record: **Parks Properties, a Tennessee General Partnership**

(5) Address/Location of Property Appraised:
**1112 Iron Bridge Road
Columbia, TN 38401**

(6) Effective Date of the Appraisal: **2/13/23**

(7) Date of the Appraisal Report: **4/13/23**

(8) Type of Appraisal: ☐ Formal (9) Type of Acquisition: ☐ Total
☒ Formal Part-Affected ☒ Partial

(10) Type of Report Prepared: (11) Appraisal & Review Were Based On:
☒ Appraisal Report ☒ Original Plans
☐ Restricted Report ☐ Plan Revision Dated: _____

(12) Author(s) of Appraisal Report: **Michael B. Malone, MAI, AI-GRS**

(13) Date of Appraisal Review: **4/13/2023**

(14) Appraisal Review Conducted By: **S. Todd Rogers, MAI, SR/WA**

(15) Ownership Position & Interest Appraised: Unless indicated herein to the contrary, the appraisal is of a 100% ownership position in fee simple (confirm 100% or state the specifics otherwise).

The appraisal assumes a 100% fee simple ownership interest.

(16) Scope of Work in the Performance of this Review: (Review must comply with all elements and requirements of the Scope of Work Rule and Standards 3 and 4 of USPAP; and must include a field inspection (at least an exterior inspection of the subject property and all comparable data relied on in the appraisal report). Development of an independent estimate of value is not a part of this review assignment.

The appraisal review complies with all requirements listed above. The subject property and comparable sales were physically inspected by the reviewer from the public right of way. Sales data were confirmed using various data sources, which include Courthouse Retrieval Systems (CRS), TN Office of the Comptroller tax records, City of Columbia GIS Mapping, recorded deeds, legal descriptions, and other public sources. The reviewer's analysis of the quality of the work under review has addressed the completeness, relevance, appropriateness, and reasonableness of the analyses and opinions presented in the appraisal, within the context of applicable requirements. Mathematical calculations and factual data in the appraisal have also been verified for accuracy and concurrence with the details of the project plans.

Section (B): Property Attributes:

(1) Total Tract Size as Taken From the Acquisition Table: **256.502**

(2) Does the Appraisal Identify One Or More "Larger Parcels" That Differ In Total Size From the Acquisition Table? (If "Yes," what is it and is it justified?)(Explain)(Describe Land)

The appraiser identified two larger parcels for the appraisal assignment. Parcel A: 39.843 Acres, Parcel B: 46.20 Acres. The delineation of each larger parcel was based on test of contiguity, unity of ownership, and unity of use (highest and best use). The appraiser's reasoning for the establishment of two larger parcels was logical based on the physical division of the tracts by Iron Bridge Road.

(3) List/Identify Affected Improvements (If appraisal is "Formal," then all improvements must have been described in the appraisal report and must be listed here. If the appraisal is "Formal Part-Affected," then only those affected improvements should have been described in the appraisal report and listed here.) Listing by Improvement Number & Structure Type is adequate here.)

1. Wire Mesh Fencing on Steel Posts	2. Stock Corral Gate
3. Wire Mesh Fencing on Wood Posts	4. _____
5. _____	6. _____
7. _____	8. _____
9. _____	10. _____
11. _____	12. _____
13. _____	14. _____
15. _____	16. _____
17. _____	18. _____
19. _____	20. _____

Section (C) Valuation Approaches Processed and Reconciled "Before Value" Estimates

Approaches Utilized: ☒ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

Land:	\$5,162,580
Improvements:	\$1,878
Total:	\$5,164,458

Section (D) Acquisitions:

(1) Proposed Land Acquisition Areas (As taken from the appraisal report):

[a] Fee Simple:	<u>0</u>	Sq. Ft.
[b] Permanent Drainage Easement:	<u>0</u>	Sq. Ft.
[c] Slope Easement:	<u>6,214</u>	Sq. Ft.
[d] Air Rights:	<u>0</u>	Acre(s)
[e] Temporary Construction Easement:	<u>5,856</u>	Sq. Ft.
[f] _____	<u>0</u>	Sq. Ft.

(2) Proposed Improvement Acquisition(s): Improvement Number & Structure Type

1. Wire Mesh Fencing on Steel Posts	2. Stock Corral Gate
3. Wire Mesh Fencing on Wood Posts	4. _____
5. _____	6. _____
7. _____	8. _____
9. _____	10. _____
11. _____	12. _____
13. _____	14. _____
15. _____	16. _____
17. _____	18. _____
19. _____	20. _____

Section (E) Damages/Special Benefits:

The appraiser calculated the cost to cure damages for both defined Larger Parcels in order to replace the affected sections of farm fencing both during construction and permanently. The compensation applied for temporary fencing assumes that fencing will need to be constructed along the outer edge of the construction easements. Permanent replacement fencing was assumed to run along the current right of way boundary at the conclusion of project construction.

Section (F) Valuation Approaches Processed and Reconciled "After-Value" Estimates

Approaches Utilized: ☒ Cost ☐ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

Land:	<u>\$5,152,428</u>
Improvements:	<u>N/A</u>
Total:	<u>\$5,152,428</u>
Comments:	

The remainder value above represents the difference between the before value of the remainder land \$60,000 per acre minus \$12,030 for easements acquired. Additionally, the appraiser calculated cost to cure damages of \$4,283.

Section (G) Review Comments

"Before" & "After" Valuation (Include Comments For "NO" Responses To Questions 1 - 7 & "YES" Response To Question 8)

(1) Are the conclusions of highest and best use (before & after) reasonable and adequately supported?

Yes, the appraiser adequately addressed the issues of highest and best use for this property. The conclusions of highest and best use were reasonable and adequately supported.

(2) Are the valuation methodologies (before & after) appropriate?

Yes, the appraiser used the Sales Comparison Approach for the valuation of the larger parcels and the Cost Approach for the value of the land and affected improvements. The Income Approach was also not applicable, since this is not a typical income-producing property.

(3) Are the data employed relevant & adequate to the (before & after) appraisal problems?

Yes, the comparable land sales selected were relevant and adequate for the valuation of the defined larger parcels. There was no projected change in highest and best use as a result of the slope and construction easement acquisitions, and no need to consider the use of additional sales for the analysis of the remainder tracts.

(4) Are the valuation techniques (before & after) appropriate and properly applied?

Yes, the valuation techniques were appropriate and properly applied. The appraiser valued the subject land on a dollars per acre unit basis and the unit value conclusions were properly utilized as a basis for the valuation of the easements acquired.

(5) Are the analyses, opinions, and conclusions (before & after) appropriate and reasonable?

Yes, in my opinion, the opinions and conclusions were found to be appropriate and reasonable.

(6) Is the report sufficiently complete to allow proper review, and is the scope of the appraisal assignment broad enough to allow the appraiser to fully consider the property and proposed acquisitions?

Yes, the report provided sufficient information and sales data to allow for a proper review. The scope of the appraisal assignment was broad enough to allow the appraiser to consider all of the relevant issues pertaining to the specific easement acquisitions applicable to this property.

(7) Is the appraisal report under review generally compliant with *USPAP*, the *Uniform Act*, and TDOT's *Guidelines for Appraisers*?

Yes, in my opinion, the appraisal under review appeared to be generally compliant with USPAP, the Uniform Act, and TDOT's Guidelines for Appraisers.

(8) Do the general and special "Contingent and Limiting Conditions" outlined in the appraisal report limit the valuation to the extent that the report cannot be relied on for the stated use?

No

Appraisal Report Conclusions -- Amounts Due Owner

(a)	Fee Simple:	<u>\$0</u>
(b)	Permanent Drainage Easement:	<u>\$0</u>
(c)	Slope Easement:	<u>\$7,722</u>
(d)	Air Rights:	<u>\$0</u>
(e)	Temporary Construction Easement:	<u>\$2,430</u>
(f)	_____	<u>\$0</u>
(g)	Improvements:	<u>\$1,878</u>
(h)	Compensable Damages:	<u>\$4,283</u>
(i)	Special Benefits:	<u>\$0</u>
(j)	Total Amount Due Owner By Appraisal:	<u>\$16,313</u>

☒ I DO Recommend Approval Of This Report

☐ I DO NOT Recommend Approval Of This Report

Comments:

The appraisal under review was developed competently and with appropriate market data to adequately support the conclusions presented. I found the conclusions to be reasonable and credible. This appraisal review report does not provide my own opinion of value for the subject property,

S. Todd Rogers, MAI, SR/WA

Appraisal Review Consultant(s)

Tennessee CG#1112

State License/Certification No(s):

☒ Consultant

☐ Staff

Date: 04/13/23

Additional Comments:

N/A

Section (H) Certification

I certify to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
4. I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding the
5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
8. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favor the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
9. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
10. I have made a personal inspection of the subject of the work under review.
11. No one provided significant appraisal review assistance to the person signing this certification.
12. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
14. As of the date of this report, S. Todd Rogers has completed the continuing education program for Designated Members of the Appraisal Institute.
15. The appraiser is competent to complete the report in accordance with the competency provision in the USPAP.



Appraisal Review Consultant(s)



Consultant



Staff

Date: 04/13/23

Section (I) Contingent & Limiting Conditions

This appraisal review report has been made with the following general limiting conditions and assumptions:

1. Unless stated herein to the contrary, it is specifically assumed that the author of the appraisal report under review made the required contact with the property owner, and conducted the appropriate inspections and investigations.
 2. Unless stated herein to the contrary, it is specifically assumed that the right-of-way plans upon which the appraisal was based are accurate.
 3. Unless stated herein to the contrary, it is specifically assumed that all property (land & improvement) descriptions are accurate.
 4. Unless stated herein to the contrary, no additional research was conducted by the review appraiser.
 5. Unless stated herein to the contrary, all specific and general contingent and limiting conditions outlined in the appraisal report submitted for review are adopted herein.
-



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: RATIFY CUSTOMER SERVICE AGREEMENT WITH CINTAS FOR UNIFORM, JANITORIAL & LINEN RENTALS CITY WIDE

RECOMMENDATION: Approve.

INFORMATION: Cintas has requested the City approve the updated terms and conditions for the Customer Service Agreement. Pricing has not changed.



FACILITIES SOLUTIONS AGREEMENT

Location No. 241

Contract No. _____

Customer No. _____

Main Corporate Code → **New CC 13218**

Customer/Participating Agency City of Columbia

Date 4/17/2023

Phone 931-560-1500

Address 700 N Garden Street City: Columbia State: TN Zip: 38401

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	SEE ATTACHED BID PRICING	

This agreement is effective as of the date of execution for a term of 36 months with (2) additional 12-month options to renew from the date of installation.

- 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 _____ % of Inventory \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % 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 \$ _____
- Payment Terms 2% Discount Net 15 Net 30

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ 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

*Indicated bundled items/services

/ ☐ Initial and check box if Unilease. All Garments will be cleaned by customer

Date _____

/ ☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control

Date _____

/ ☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments 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.

Cintas Loc. No: _____ CUSTOMER: Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Account Manager: _____

LEGAL FORM APPROVED:

C. Tim Tisher
C. TIM TISHER, CITY ATTORNEY

Omnia 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. **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.
6. **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.
7. **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.
8. **FRC Warranty:** Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.
9. **High Visibility Garments:** For high visibility garments, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.
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:
15. **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.

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.

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

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

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PURCHASE AGREEMENT IN THE AMOUNT OF \$7,770 AND MAINTENANCE AGREEMENT IN THE AMOUNT OF \$.0075 PER BLACK & WHITE COPY AND \$.045 PER COLOR COPY BILLED QUARTERLY WITH BETTER BUSINESS SOLUTIONS FOR ONE SHARP BP-70C55 COPIER SYSTEM

RECOMMENDATION: Approve and authorize the Mayor to sign a purchase agreement and maintenance agreement with Better Business Solutions for one Sharp BP-70C55 copier system.

INFORMATION: The current copier system on the third floor is outdated and parts can no longer be ordered for it. Due to the immediate need for a copier system, an emergency purchase has been initiated with Better Business Solutions, who we currently are using.

**CUSTOMER - BILL TO****DELIVERY ADDRESS**

Upon execution by Customer this Sales Order shall constitute an offer by Customer to purchase the foregoing equipment and/or software for the price set forth above and upon the terms and conditions contained herein and on the reverse side of this Sales Order. Upon execution hereof by a duly authorized representative of Better Business equipment Co. Inc., d/b/a bbesolutions said offer shall be deemed accepted and this Sales Order shall constitute a binding contract between the parties.

Customer:

Date: _____

Name: _____

Title: _____

LEGAL FORM APPROVED:

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TERMS AND CONDITIONS OF SALE

1. **SALE OF PRODUCTS.** Better Business Equipment Co., Inc. ("Seller") d/b/a bbesolutions shall sell to Customer and Customer shall purchase from Seller the equipment and/or software described on the reserve side of this agreement (collectively, the "Products"), F.O.B. Seller's location in Nashville, Tennessee for the purchase price and upon the terms and conditions contained herein.
2. **DELIVERY.** Delivery of the Products shall be made on or before a date to be confirmed by Seller within two (2) business days following acceptance of this Sales Order. Products typically will be shipped within 1-6 weeks of order. Seller will verify purchase price, including all applicable taxes, shipping and handling charges at the time of order confirmation. Delivery of the Products by Seller to the carrier at the point of shipment shall constitute delivery to Customer, subject to a security interest of Seller for the unpaid purchase price. Seller may withhold delivery if Customer is in default to Seller on this or any other order. Seller shall not be liable for any delay or failure to deliver if the delay or failure is occasioned by fire, embargo, strike, inability to secure materials or any other circumstances beyond the reasonable control of the Seller.
3. **PAYMENT.** Visa and MasterCard Accepted. Payment other than by credit card is due in full within ten (10) days after shipment with established and/or approved credit. Absent approval of credit payment is due in full prior to shipment of the Product. Any amounts not paid when due shall bear a late charge of 1 1/2% per month from the due date. Any taxes with respect to the purchase price (other than taxes based on Seller's net income) shall be paid by Customer. Credit card payments will be processed at the time of shipment.
4. **SECURITY INTEREST.** Customer hereby grants to Seller a purchase money security interest in the Products delivered to Customer pursuant to this Sales Order to secure payment of the purchase price of the Products. Customer authorizes Seller to file one or more financing statements perfecting said security interest from time to time and without the joinder of Customer. Customer further agrees to sign, at Seller's request, financing statements, amendments, continuation statements and other documents necessary to evidence, perfect, continue or amend such security interest.
5. **LIMITED WARRANTIES BY MANUFACTURER.** Products are warranted by the manufacturer against defects in workmanship and material during the applicable warranty period, subject to the conditions, limitations and exclusions contained in manufacturer's warranty. Customer is responsible for familiarizing itself concerning the terms of said warranty and completing all steps required by the manufacturer to initiate such warranty coverage, including by way of example and not limitation, the filling out and mailing of warranty registration cards.
6. **DISCLAIMER OF WARRANTIES.** Customer acknowledges that Seller acts solely as a third party distributor of Products and that only the manufacturer or supplier of Products is and shall be responsible to Customer, Seller or third parties for any defects, breaches, liability, claims, damages, obligations, and costs and expenses related to Products (whether legal or equitable)("Claims"). Customer agrees to look solely to the manufacturer or supplier of the Products for all Claims whether arising from breaches of manufacturer or supplier's warranty or otherwise and for any maintenance, support, repair or replacement or other remedy with respect to Claims. Seller transfers to Customer any transferrable warranty and indemnity made to Seller by manufacturer or supplier of Products to the extent transferable and permitted by law. Seller makes no representation, covenant or warrant with respect to the extent or enforceability of manufacturer or supplier's warranty or indemnity. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SELLER DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO (A) THE MERCHANTABILITY OF PRODUCTS, (B) THE FITNESS OF PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER, (C) WHETHER THE USE OF THE PRODUCTS SHALL BE UNINTERRUPTED OR ERROR FREE, (D) WHETHER THE PRODUCTS WILL FUNCTION WITHOUT INTERRUPTION OR OTHER MALFUNCTION CAUSED BY THE PROCESSING OF OR OCCURENCE OF ANY DATE, (E) ARISING BY ANY COURSE OF DEALING COURSE OF PERFORMANCE OR USAGE OF TRADE, (F) NON-INFRINGEMENT OR (G) TITLE TO SOFTWARE. Customer's sole and exclusive remedy for nonconforming Products shall be, at Seller's option, the replacement or repair of Products at Seller's cost or Seller's refund of purchase price. No repair or replacement shall extend any warranty period.
7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE PURCHASE PRICE OF THE PRODUCTS.
8. **LIMITATION OF DAMAGES.** CUSTOMER SHALL IN NO EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, TO LOSS OF PROFIT, PROMOTIONAL AND/OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION, BUSINESS INTERRUPTION AND/OR LOSS OF CUSTOMERS OR DATA.
9. **NON CONFORMING PRODUCTS.** Customer is responsible for inspecting Products promptly upon receipt. Except as provided by any separate written warranty, Customer waives any claim based on nonconforming Products unless such claim is made within ten (10) days after Customer learns of the defect complained of, but in any event within sixty (60) days after delivery of the Products by Seller. All claims of Customer shall be made in writing by certified mail, return receipt requested, addressed to Seller at its address set forth herein.
10. **DEFAULTS AND REMEDIES.** If Customer fails to pay any amount to Seller when due or fails to perform any other material term of this Agreement and such failure continues unremedied for ten (10) days after receipt of written notice from Seller, Customer shall be in default and Seller may cancel all or any part of this Agreement and exercise any available rights, included but not limited to any rights of a seller or secured party under the Tennessee Uniform Commercial Code. Upon such cancellation, Customer shall be liable for all applicable costs, charges, and damages incurred by Seller as a result thereof. In the event Seller employs an attorney to collect any amounts due from Customer, to enforce Seller's rights under this Sales Order, to defend any claims asserted by Customer in connection with the sale of the Products or otherwise in connection with the transactions contemplated hereby, Customer shall pay all of Seller's costs and expenses in connection therewith, including reasonable attorney's fees, court costs and all other costs or expenses incurred by Seller in connection with such proceedings.
11. **LIMITATIONS OF ACTIONS.** No action shall be maintained by Customer against Seller unless written notice of any claim alleged to exist is delivered by Customer to Seller within thirty (30) days after the event complained of first becomes known to Customer and an action is commenced by Customer within ninety (90) days after such notice. In no event may action for breach be commenced more than one year after the cause or action accrues.
12. **INTELLECTUAL PROPERTY SELLER.** SELLER shall have no liability or obligation in connection with any claims of infringement to any patent, trademark, copyright, trade secret or other proprietary right or information.
13. **ADVICE.** If technical advice is offered or provided in connection with the sale of any Products it is provided as an accommodation to Customer, without charge, and SELLER does not warrant and has no responsibility or liability whatsoever for the content of or use of such advice.
14. **ENTIRE AGREEMENT; GOVERNING LAW; EXCLUSIVE FORUM.** This Sales Order, including all agreements, covenants, conditions and provisions contained herein (collectively, the "Agreement"), is the entire contract between the parties with respect to the subject matter hereof and supercedes all prior agreements and negotiations between them as to the subject matter, and shall apply to and bind the assignees and successors in interest of Seller and Customer. This Agreement is not assignable by Customer without Seller's prior written consent. Facsimile signatures or other reliable means of authentication by which Customer signifies its assent to this Agreement shall be effective to bind Customer to this Agreement and any record containing an electronic signature shall be deemed for all purposes to have been "signed" by Customer and will constitute an "original" when printed from electronic records established and maintained by Seller or its agents in the normal course of business. The waiver by Seller of any breach or default shall not be deemed to be a waiver of any later breach or default. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or of any other remedy at any time. If any provision or portion of this Agreement is held to be invalid, illegal, unconscionable or unenforceable, the other provisions and portions shall not be affected. The headings are used for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. Any clerical errors are subject to correction. This Agreement is made pursuant to and shall be construed and enforced according to the substantive laws of the State of Tennessee and without regard to its laws concerning choice of law. The parties agree that any legal action brought by either party hereto in connection with this Agreement or the transactions contemplated hereby shall be maintained only in the Federal District Court for the Middle District of Tennessee or in the Chancery Court for Davidson County, Tennessee and each party hereby irrevocably submits to the jurisdiction of said courts. This Agreement may be executed and delivered by telefacsimile transmission or other electronic means pursuant to the Tennessee Uniform Electronic Transactions Act as enacted in Sections 47-10-101 et seq. of Tennessee Code Annotated, including, but not limited to, the definitions of "Electronic Record", "Electronic Signature", and "Contract", whether or not capitalized herein. The electronic signature of a party, or a signature transmitted or delivered by electronic means, shall be binding upon such party as fully as though such signature was executed and delivered in person.

CONTROLLER Installation Process

Support:

- BBE will warranty controllers for five years from original purchase date if kept under continuous maintenance with BBE. Labor services to be provided shall include cleaning of the Print Controller and related hardware and the adjustment, repair or replacement, without charge, of functional parts or elements which become broken or worn as the result of normal usage of the Print Controller and are necessary for machine operation. Damage or loss resulting from the misuse or perils such as fire, theft, water damage, lightning, power surges, or for any other cause external to the machine are not covered. The use of unauthorized parts, components, modifications, or personnel to effect repairs or changes will cause this agreement to be null and void. This agreement does not include adding and/or changing any workstations to interface with the proposed equipment at the completion of the initial install. This agreement does not cover any work necessitated by the Customer Network changes. BBE will not service the Computers and/or monitors and their associated hardware that may be included with the proposed equipment. Customer shall provide BBE with full and free access to the Print Controller in order to service the same. BBE will provide Customer with up to three (3) hours of remote or on-site technical software support related solely to the Print Controller and its functionality. Service calls shall be made during regular business hours, 8:00 am to 5:00 pm, Monday through Friday (excluding holidays). Software support in excess of three (3) hours will be billed at BBE's normal hourly rates in effect at the time of service.

Payment:

- Payment terms are net fifteen (15) days and will be in default if not paid within thirty (30) days of invoice. In the event, Customer's account becomes thirty (30) days or more delinquent, BBE shall not be obligated to provide services, parts or supplies to Customer and may suspend performance of its undertakings and obligations hereunder until Customer's account is brought current.

Brand / Model	ID Number	SERIAL Number
Sharp BP-70C55		

Overview:

- Upon execution of this document (hereinafter the "Installation Procedure Guideline"), Customer should complete the pre-installation checklist page. The checklist must be completed in order to facilitate the proper and efficient installation of the system by BBE. BBE will then schedule the equipment for delivery. On the date scheduled for delivery, the equipment will be installed in a stand-alone environment. BBE will complete network installation and on-site training within three (3) business days of delivery.

Customer Responsibilities include:

- Completion of the Pre-Installation Requirements checklist, Installation Process signature sheet and Controller Support Agreement.
- Provide a sole circuit, dedicated electrical power outlet meeting the manufacturer's specifications.
- Provide a dedicated active network port and a RJ45 patch cable to connect the proposed equipment to the network.
- Provide a single point of contact ("Network Administrator") on-site for installation support, workstation setup, and training.
- BBE will not service the Computers and/or monitors and their associated hardware that may be included with the proposed equipment.
- Provide a safe working environment for BBE representatives.
- Completion of a backup of all existing data and programs.
- Provide full and immediate access to equipment by BBE representatives. *If representatives are required to wait more than fifteen (15) minutes for access to equipment, Customer will be billed for excess waiting time at prevailing rates.*

BBE Initial Installation includes:

- Delivery, installation and connection of system to Customer network. *BBE will not provide the RJ45 patch cable to connect the proposed equipment.*
- Loading drivers and testing functionality on a maximum of five (5) workstations and/or the server. *BBE will set up additional workstations at the setup rate of \$50.00 per workstation during initial installation. Subsequent installations are billable at BBE's then current network services rate.*
- Training Network Administrator on connecting the system to the network, installing drivers and general use of drivers in applications during initial installation.
- Training for users which will cover basic operations using the drivers with applications during the initial installation. *More specific training will be done on an individual basis in the week following the initial installation as scheduled by the Network Administrator.*

BBE Additional Services & Upgrades:

- Customer acknowledges that some custom-based application software may not respond properly to certain networked products. BBE will work with the customer to try to resolve any such issues. **BBE is not responsible for any product performance issues that occur as a result of subsequent modifications to the customer's network, specialized software applications, environment, topology or protocols.** In such an event, BBE will provide assistance with any issues that may arise, billable at the networking service rate then in effect.

This document must be signed before the network installation procedure can begin. Signature on this document signifies acceptance of the above terms and limitations.

Customer's Signature _____

Date: _____

Please Print Name _____

Phone #: _____

Limitation of Liability

· BBE shall not be held responsible for BBE's failure or inability to provide timely delivery, installation and training service if such failure or inability is occasioned by fire, embargo, strike, inability to secure materials or any other circumstances beyond the reasonable control of BBE. BBE shall have no liability or obligation in connection with any claims of infringement to any patent, trademark, copyright, trade secret or other proprietary right or information. BBE shall have no liability or obligation in connection with any damages, losses or repairs or reprogramming that may become necessary on account of electrical spikes or sags resulting from faulty electrical outlets or improper wiring in building or at service pole or otherwise. IN NO EVENT WILL BBE, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, OR THE LIKE, ARISING OUT OF THE INSTALLATION, CONNECTION, INTERFACING, OR OPERATION OF THE PRODUCT WITH ANY OTHER PROPERTY OR EQUIPMENT.

Indemnification

· Customer shall indemnify, defend and hold harmless BBE, its officers, directors, shareholders, employees, agents, successors and assigns from and against any claims, losses, liabilities, costs and expenses, including but not limited to damages, costs or expenses of litigation and reasonable attorney fees, arising out of or in connection with BBE's representatives or other personnel being on Customer's premises on account of the installation of and training related to the System or any acts or omissions of Customer, its employees, agents, customers, licensees or invitees.

Miscellaneous

· Customer acknowledges that some custom based application software may not respond properly to certain networked products. BBE will work with the customer to try to resolve any such issues. BBE is not responsible for any product performance issues that occur as a result of subsequent modifications to the customer's network, software applications, environment, topology or protocols. In such an event, BBE will provide assistance with any issues that may arise, billable at the networking service rate then in effect.

· This Installation Procedure Guideline is subject to and supplements the terms and conditions contained in any sales or purchase order (a "Sales Order") previously entered into between BBE and Customer relating to the Equipment. In the event of a conflict between this Installation Procedure Guideline and a Sales Order, the terms contained in the Sale Order shall prevail.

· Additional networking services are available from BBE at hourly rates: Speak to your BBE sales person for details.

Sales Person:

S.Willett

Delivery Date:



Maintenance Agreement for Copying Systems

This Agreement consists of this Document and the attached Sales Order (the) and is made and entered into between Better Business Equipment Co., Inc. ("BBE") d/b/a bbesolutions and **City of Columbia** ("Customer"). Pursuant to this Agreement, BBE shall provide maintenance and replacement parts for the copier/printer equipment described in the attached Sales Order (the "Copier") on the terms and conditions contained herein.

PLAN 1 -

ID# _____ ID# _____ ID# _____ ID# _____ ID# _____ ID# _____

All **BLACK & WHITE** images -

\$ **0.0075** per 8 ½" x 11" **BLACK & WHITE** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for **N/A** copies per quarter.

Overage will be billed at a rate of \$ **0.0075** per 8 ½" x 11" **BLACK & WHITE** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

All **COLOR** images -

\$ **0.045** per 8 ½" x 11" **COLOR** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for **N/A** copies per quarter.

Overage will be billed at a rate of \$ **0.045** per 8 ½" x 11" **COLOR** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

Agreement includes all service calls, parts and labor, except consumable supply items. For the purposes of this Agreement, consumables are paper and staples.

METER READINGS:

Please list the contact person(s) whom we will contact for meter readings of the copier/printer system(s) listed above. Meters will be estimated if customer can't provide valid meters for billing.

Name and Email Address of person responsible for "Meter Readings" on equipment:

Name: _____

Email: _____

Email Address for Invoices: _____

PLAN 2 -

ID# _____ ID# _____ ID# _____ ID# _____ ID# _____ ID# _____

All BLACK & WHITE images -

\$ _____ per 8 ½" x 11" **BLACK & WHITE** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for _____ copies per quarter.

Overage will be billed at a rate of \$ _____ per 8 ½" x 11" **BLACK & WHITE** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

All COLOR images -

\$ _____ per 8 ½" x 11" **COLOR** image. Billed quarterly in advance, beginning on date of installation. Minimum charge is for _____ copies per quarter.

Overage will be billed at a rate of \$ _____ per 8 ½" x 11" **COLOR** image, quarterly in arrears. Oversize copies (11x17 & larger) will be billed as **TWO** copies.

Agreement includes all service calls, parts and labor, except consumable supply items. For the purposes of this Agreement, consumables are paper and staples.

NETWORK SUPPORT SERVICES : ACCEPTED YES: _____ NO: _____

\$ 10.00 per month for the 1st machine and \$2.00 per month for every other machine. This monthly fee includes loading print drivers, training, configuring IP addresses, and phone support as needed. Without this coverage, you may be billed \$188.00 per hour for on-site digital support.

I. Term of Agreement

This Agreement shall be for an initial term of one (1) year commencing on the later of the date this Agreement is signed by Customer or by Company (the "Commencement Date") and shall automatically renew at the end of the initial term and each renewal term for an additional one (1) year renewal term unless terminated in the manner herein permitted. The maximum term of this Agreement shall be five (5) years from the Commencement Date. At the expiration of such five (5) year maximum term, service may be provided by Company on a time and materials basis. Either party may terminate this Agreement as of the last day of the then-current term (the "Termination Date") by giving written notice of termination to the other party not less than thirty (30) days prior said to said Termination Date. If the Copier is sold, transferred or relocated from Company's normal service area, the Agreement may be cancelled upon thirty (30) days written notice. **This agreement shall run . 2023 to June 30, 2023.**

II. Services To Be Provided By Company

Subject to Customer's performance of its undertakings and obligations hereunder within the time and in the manner required hereunder, Company will provide periodic servicing of the Copier, including labor and materials. Labor services to be provided shall include cleaning of the Copier and the adjustment, repair or replacement, without charge, of parts or elements which become broken or worn as the result of normal usage of the Copier. Customer shall provide Company with full and free access to the Copier in order to service the same. COMPANY SHALL NOT BE OBLIGATED TO REPLACE OR REPAIR "CONSUMABLES." FOR THE PURPOSES OF THIS AGREEMENT, CONSUMABLES INCLUDE PAPER AND STAPLES. Service calls shall be made during regular business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday (excluding holidays), at the installation address set for on the attached Sales Order. Customer agrees to pay Company for travel and labor time for service calls requested by Customer at any other times, including before or after normal business hours, Saturdays, Sundays or holidays, at Company's overtime rates in effect at the time of the service call.

III. Charges

Customer agrees to pay to Company in advance at the beginning of each billing period the total quarterly charges specified herein in accordance with the terms of this Agreement and the invoices to be issued by Company. Payment terms are net fifteen (15) days and will be in default if not paid within thirty (30) days of invoice. All payments are non-refundable.

The charges due Company hereunder shall not be subject to change during the initial one (1) year term of this Agreement unless otherwise agreed to by Customer. Company may adjust its charges without notice to Customer at any time following the first anniversary of the Commencement Date. In the event that such charges are increased by more than twenty (20%) percent of the charges in effect immediately prior to such adjustment, Customer may terminate this Agreement by written notice to Company given within thirty (30) days following Customer's receipt of the first invoice reflecting such increased charges, failing which the adjusted charges shall remain effective until subsequently modified by Company.

In the event Customer fails to pay any invoice or other amount payable hereunder in full within thirty (30) days of the date of the invoice, Customer agrees to pay company a late payment charge on all past due amounts equal to the lesser of one and one half percent (1.5%) per month or the highest rate permitted by applicable law; provided that Company's imposition of such late charges shall not be deemed to be an election of remedies. Should the number of scans exceed the total number of prints we reserve the right to invoice scans at .0025 each. In the event Customer's account becomes thirty (30) days or more delinquent, Company shall not be obligated to provide services, parts or supplies to Customer and may suspend performance of its undertakings and obligations hereunder until Customer's account is brought current. In the event Customer's account becomes forty-five (45) days or more delinquent, Company shall be entitled to terminate its undertakings and obligations hereunder upon written notice to Customer, which termination shall be without prejudice to Company's rights and remedies under this Agreement or at law or in equity as a result of such default by Customer. In the event Company employs an attorney to collect any amounts due from Customer, to enforce Company's rights under this Agreement, to defend any claims asserted by Customer in connection with Company's performance hereunder or otherwise in connection with the transactions contemplated hereby, Customer shall pay to Company on demand all of Company's costs and expenses in connection therewith, including reasonable attorneys' fees, court costs and all other costs or expenses incurred by Company in connection with such proceedings.

IV. Limitations on Company's Obligations

Notwithstanding any other provisions of this Agreement, the obligations of Company hereunder are subject to the following limitations, terms and conditions:

(i) Company's obligation to provide service, labor, parts or materials pursuant to this Agreement shall not apply to repairs made necessary, in whole or in part, by accident, misuse, overuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water or other casualty or by any other cause external to the Copier.

(ii) Customer's use of unauthorized parts, elements, components, defective supplies or supplies not designed specifically for use in the Copier, the unauthorized modification of the Copier or the maintenance or repair of the Copier by personnel other than those of Company shall entitle Company to declare this Agreement null and void without further liability to Company.

(iii) This Agreement and Company's obligations hereunder do not cover printer controllers or related software.

(iv) Optimum performance of the Copier covered by this Agreement can be expected only if Customer uses supplies, including paper and toner, provided by or meeting the specifications recommended by the Company. If persons other than Company's representatives perform maintenance or repairs, or if Customer uses supplies other than those provided by company and such supplies are defective or not adaptable to use in or with the Copier, causing abnormally frequent service calls, service problems or unacceptable copy quality, then this Agreement may be terminated by Company without further liability. In the event Company exercises its right to terminate this Agreement, Customer may be offered continuing service on a time and materials basis at Company's hourly rates in effect from time to time. In such event Company's contract, parts and labor rates or prices are subject to change without notice.

V. Limited Warranty

Company warrants that its service will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards and the terms of this Agreement. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any, and Company makes no warranty with respect thereto.

VI. Disclaimer of Warranties

Except for the limited warranty set forth in Section V. above, parts, labor and services are provided "AS IS." COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. COMPANY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO (A) THE MERCHANTABILITY OF THE PARTS, LABOR OR SERVICES, (B) THEIR FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER, (C) WHETHER THE USE OF THE COPIER SHALL BE INTERRUPTED OR ERROR FREE, (D) WHETHER THE COPIER WILL FUNCTION WITHOUT INTERRUPTION OR OTHER MALFUNCTION, (E) ARISING BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OR TRADE, (F) NON-INFRINGEMENT OR (G) TITLE TO SOFTWARE.

VII. Hazardous Products

Customer acknowledges that there may be parts, products or supplies covered under this Agreement that may be or become considered as hazardous materials under applicable laws and regulations. Company agrees to use reasonable efforts to make available to Customer safety information concerning said parts, products or supplies to the extent Company receives same from its manufacturers, vendors and sources of supply. Customer agrees to disseminate such information, so as to give warning of possible hazards to those persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. Customer agrees indemnify, defend and hold harmless Company, its officers, directors, shareholders, employees, successors and assigns from and against any and all losses, claims or liability relating to or arising from any such hazardous materials, whether or not furnished or supplied by Company.

VIII. Limitation of Liability

Company shall not be held responsible for Company's failure or inability to provide timely service if such failure or inability is occasioned by fire, embargo, strike, inability to secure materials or any other circumstances beyond the reasonable control of Company. Company shall have no liability or obligation in connection with any claims of infringement to any patent, trademark, copyright, trade secret or other proprietary right or information. In no event will Company, or its directors, officers, employees, agents or affiliates, be liable to Customer for any consequential, incidental, indirect, special or exemplary damages, including without limitation, loss of business profits, business interruption, loss of data or business information, liability to third parties, or the like, arising out of the use or inability to use the copier. Company's liability to Customer, if any, for actual direct damages for any cause whatsoever, and regardless of the form of the action, will be limited to, and in no event exceed the amount payable by Customer for service and maintenance support on the Copier allocable to the three (3) month period immediately preceding the event which allegedly gave rise to the damages. No action shall be maintained by Customer against Company unless written notice of any claim alleged to exist is delivered by Customer to Company within thirty (30) days after the event complained of first becomes known to Customer and an action is commenced by Customer within ninety (90) days after such notice. In no event may action for breach be commenced more than one year after the cause of action accrues.

IX. Indemnification

Customer, as only allowed by law, shall indemnify, defend and hold harmless Company, its officers, directors, shareholders, employees, agents, successors and assigns from and against any claims, losses, liabilities, costs and expenses, including but not limited to damages, costs or expenses of litigation and reasonable attorney fees, arising out of or in connection with Company's personnel being on Customer's premises or any acts or omissions of Customer, its employees, agents, customers, licensees or invitees.

X. General

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof. This Agreement superseded all prior agreements, understandings, negotiations and representation with respect to the subject matter thereof. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by both parties hereto. The rights and obligations of the parties under this agreement shall inure to the benefit of and shall be binding upon their heirs, successors and permitted assigns. This Agreement is not assignable by Customer without Company's prior written consent. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement their respective heirs, successors or permitted assigns any legal or equitable right, remedy, or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the parties to this Agreement that the Agreement shall be for the sole and exclusive benefit of such parties or such heirs, successors and permitted assigns and not for the benefit of any other person.

The failure of any party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each and every provision. The waiver by any party of any of his rights under this Agreement or of any breaches by any other party in a particular instance shall not be construed as a waiver of the same or different rights or breaches in subsequent instances. All remedies, rights, undertakings and obligations hereunder shall be cumulative, and none shall operate as a limitation of any other remedy, right, undertaking or obligation.

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. The headings are used for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. Pronouns utilized herein shall be construed as the masculine, feminine, or neuter as applicable. The singular shall be construed as including the plural and the plural as singular as made necessary by the context. Any clerical errors are subject to correction.

All notices, elections or demands permitted or required to be made under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by facsimile with proof of receipt, by certified or registered mail, return receipt requested, or by nationally recognized courier service (such as Federal Express), with confirmation of receipt, to the other party at the address set forth on the attached Sales Order or at such other address as may be supplied to the other party from time to time by notice given in the foregoing manner. The date of personal delivery, the date of receipt of a telefacsimile transmission, or the date of delivery of notice given by certified or registered mail or courier service, as the case may be, if given in the foregoing manner, shall be the date of such notice, election or demand. Notice given in any other manner shall be effective when actually received. Rejection, refusal to accept or inability to deliver because of a changed address of which no notice was sent shall not affect the validity of any notice, election or demand given in accordance with the provisions of this Agreement.

This Agreement is made pursuant to and shall be construed and enforced according to the substantive laws of the state of Tennessee and without regard to its laws concerning choice of law. The parties agree that any legal action brought by either party hereto in connection with this Agreement shall be maintained only in the Federal District Court for the Middle District of Tennessee or in the Chancery Court for Davidson County, Tennessee and each party hereby irrevocably submits to the jurisdiction of said courts.

This Agreement may be executed in two or more counterparts, without the necessity of all signatures being affixed to any one such counterpart so long as all signatures appear on the counterparts collectively, and each such counterpart shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may be executed and delivered by telefacsimile transmission or other electronic means pursuant to the Tennessee Uniform Electronic Transactions Act as enacted in Sections 47-10-101 *et seq.* of Tennessee Code Annotated, including, but not limited to, the definitions of "Electronic Record", "Electronic Signature", and "Contract", whether or not capitalized herein. The electronic signature of a party, or a signature transmitted or delivered by electronic means, shall be binding upon such party as fully as though such signature was executed and delivered in person.

Customer Accepts Plan:

CUSTOMER AGREES TO THE TERMS AND CONDITIONS HEREOF AND ACKNOWLEDGES RECEIPT OF A COMPLETED, FILLED-IN COPY OF THIS AGREEMENT.

BBE

By: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Title: _____

Date: _____



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. 23-28 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 23-28.

INFORMATION: The City Recorder is presenting tax corrections through 4/21/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report; Resolution No. 23-28; 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. 23-28

1. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF FUENTES CONSTRUCTION. MAP 075 O B 008.00 P 002, 132 N LAUREL CIR. PROPERTY VALUE \$23,131.00, ASSESSED VALUE \$6,939.00, AND TAXES \$57.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
2. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF OLD NATCHEZ ENERGY LLC. MAP 090 J C 013.01 P 005, 901 RIVERSIDE DR. PROPERTY VALUE \$60,000.00, ASSESSED VALUE \$18,000.00, AND TAXES \$149.00. DUE TO KEYING ERROR PER MAURY COUNTY TAX ASSESSOR.
3. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF PIZZA HUT #4377, NPC INTERNATIONAL INC. MAP 100 N L 001.01 P 037, 1918 SHADY BROOK ST. PROPERTY VALUE \$80,039.00, ASSESSED VALUE \$24,012.00, AND TAXES \$198.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
4. REFUND PARTIAL 2022 PERSONAL PROPERTY TAX IN THE COMPLETE FORMS SUPPLY. MAP 113 080.30 P 005, 2559 PULASKI HWY. PROPERTY VALUE CHANGED FROM \$35,243.00 TO \$9,378.00, ASSESSED VALUE CHANGED FROM \$10,573.00 TO \$2,813.00 AND TAXES FROM \$87.00 TO \$23.00. REFUND THE DIFFERENCE OF \$64.00. REFUND DUE TO AMENDED SCHEDULE PER MAURY COUNTY TAX ASSESSOR.
5. PICK UP ROLLBACK TAXES IN THE NAME OF JOHNSON TAMMY ETAL CLIFFORD E JOHNSON JR, DIANE WHITE & ROSEMARY MACER, C/O DIANE WHITE. MAP 091 030.00 S/I 001, 818 COTHRAN RD. SUPPLEMENT ROLLBACK TAXES FOR 2020, 2021, AND 2022 TAX YEARS ON 4 ACRES IN THE AMOUNT OF \$314.00 ON THE 2022 TAX ROLL, PER MAURY COUNTY TAX ASSESSOR.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE:

RESOLUTION NO. 23-30 - A RESOLUTION TO ADOPT AN OFFICIAL FLAG FOR THE
CITY OF COLUMBIA

RECOMMENDATION: Approve Resolution No. 23-30.

INFORMATION: The City of Columbia wishes to adopt an official city flag, an
important symbol of community and leadership that builds pride and loyalty.

A RESOLUTION TO ADOPT AN OFFICIAL FLAG FOR THE CITY OF COLUMBIA

WHEREAS, the City of Columbia currently has no official city flag and wishes to adopt an official city flag; and

WHEREAS, flags are used to symbolize leadership and community and to build pride and loyalty; and

WHEREAS, Nathaniel Bliss, local Eagle Scout, initiated a conversation with the City Mayor about the need for a Columbia flag and City staff launched a flag competition soliciting designs from the community; and

WHEREAS, the Columbia Arts Council reviewed 41 qualifying design entries, utilizing the guiding principles of the North American Vexillological Association, and selected their top three designs; and

WHEREAS, the community voted among the top three designs to select the winning design submitted by Bryson Leach, local resident and business owner; and

WHEREAS, the proposed flag design (Exhibit A) was inspired by leadership, unity, history, diversity, the Tennessee flag, and the Duck River; and

WHEREAS, the proposed flag design contains the following elements: A two-toned field of blue over red representing Columbia's presidential history and paying homage to our home state of Tennessee and its flag; a horizontal wave of blue and red stripes weaving across the middle representing the Duck River with the weaving of red and blue in the center representing Columbia's place in Civil Rights history (starting in 1946) celebrating diversity; and finally a white star in the upper left corner representing Columbia's place as the county seat and our place in presidential, technological, industrial, civic and community leadership.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City Council hereby adopts the winning flag design as the official flag for the City of Columbia.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 11th day of May, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

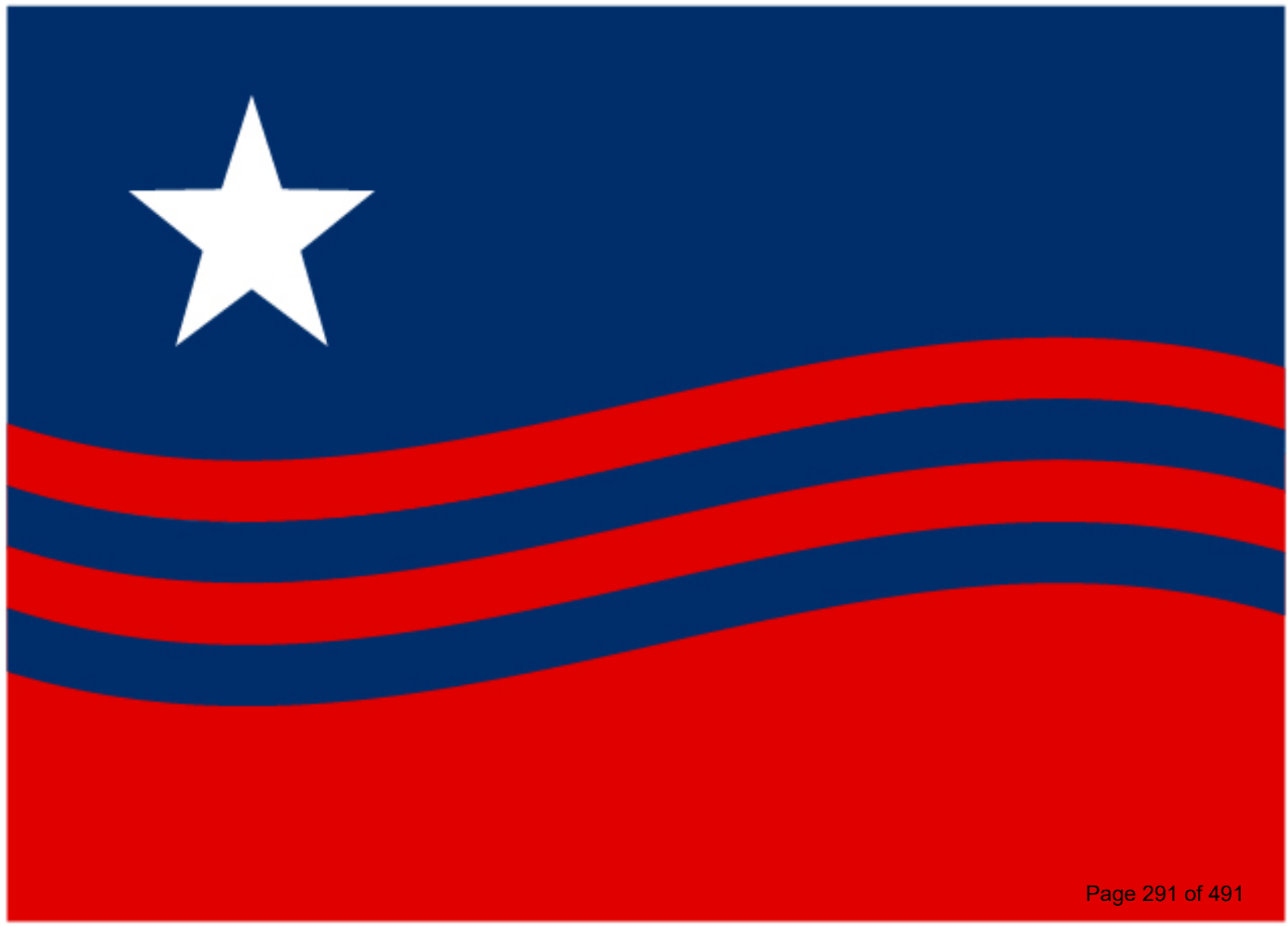
ATTEST:

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

AGENDA ITEM TITLE:

Resolution No. 23-31-A resolution to accept ownership and maintenance of sewer improvements serving Independence at 501 Cheairs Circle-Ward 5

RECOMMENDATION: Approve

INFORMATION: This resolution refers to acceptance of sanitary sewer improvements, rerouting the existing line to allow the resident to construct an addition to his house, serving 501 Cheairs Circle, which consists of 223 linear feet of 8" gravity sewer line. The resident has formally requested acceptance of the sanitary sewer improvements. The Wastewater Department has performed the necessary testing and inspections.

CERTIFICATION:

ATTACHMENTS: Acceptance Request Letter

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING 501 CHEAIRS CIRCLE AND
ABANDONING AN EXISTING LINE**

WHEREAS, The City of Columbia, has been requested to accept for ownership and maintenance the sanitary sewer improvements consisting of 223 linear feet, serving 501 Cheairs Circle, and to abandon 108 linear feet of the existing sewer line which is no longer in service; 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 501 Cheairs Circle, and hereby abandons 108 linear feet of the existing sewer line which is no longer in service.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 11th day of May, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:


C. TIM TISHER - CITY ATTORNEY

Date: 20 April 2023

Columbia City Council
City of Columbia, Tennessee
City Hall
700 North Garden Street
Columbia, Tennessee 38401

Dear Council Members:

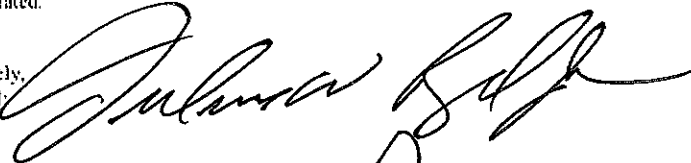
I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system reroute of 501 Cheats Circle in the amount of 223 linear feet.

You have been provided with CCTV and as-built drawings of the project and all inspections and testing has been completed. All fees required for dedication have been paid.

Acceptance by the Columbia City Council for these wastewater system improvements would be appreciated.

Sincerely,
Signed:

Print:


Julius W. Page Jr.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 23-32 - A RESOLUTION TO ACCEPT A DONATION FROM F3 MULETOWN OF A PIN OAK TREE VALUED IN THE AMOUNT OF TWO HUNDRED SIXTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (\$268.88) TO BE PLANTED IN THE SAME AREA TO REPLACE THE ONE THAT FELL IN WOODLAND PARK.

RECOMMENDATION: Approve Resolution No. 23-32.

INFORMATION: The City of Columbia is requesting to receive a donation from F3 Muletown in the amount of two hundred sixty-eight dollars and eighty-eight cents (\$268.88) to be planted in the same area to replace the one that fell in Woodland Park.

**A RESOLUTION TO ACCEPT A DONATION FROM F3 MULETOWN OF A PIN OAK
TREE VALUED IN THE AMOUNT OF TWO HUNDRED SIXTY-EIGHT DOLLARS
AND EIGHTY-EIGHT CENTS (\$268.88) TO BE PLANTED IN THE SAME AREA TO
REPLACE THE ONE THAT FELL IN WOODLAND PARK**

WHEREAS, F3 Muletown would like to donate a Pin Oak tree valued in the amount of two hundred sixty-eight dollars and eighty-eight cents (\$268.88) to be planted in the same area to replace the one that fell in Woodland Park.

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such City does hereby accept the donation to replace a fallen tree in Woodland Park.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 11th day of May 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:


C. TIM TISHER, CITY ATTORNEY

Hello,

My name is Chris Webster and I'm speaking on behalf of "F3 Muletown". F3 is a faith based, free workout group for men. Our mission is to plant, grow, and serves small men's workout groups for the invigoration of male community leadership. Our credo is to leave no man behind, but leave no man where you found him.

Every Monday morning, a group of us meet near the tennis courts early in the morning. After our workout, we have a brief devotion and prayer. We follow that with a group picture in front of the tree that has fallen. This made us sad and we'd like to replace that tree with a new oak tree. This is partly to thank Woodland Park for its hospitality and secondly to watch it grow through our pictures as we grow.

I spoke to Fernwood Nursery. To have a Pin Oak delivered, the total would be \$268.88. F3 would like to cover this amount as a donation, and has the tree delivered. Our only request would be to have the tree planted in the same area as the one that fell.

My phone number is 931-698-2985 if there are any further questions. Thank you for your consideration on the matter.

Sincerely, Chris Webster

3916 Canterbury Dr
Culleoka TN 38451

Fernwood Garden Center, LLC

1075 N James Campbell
Blvd
Columbia, TN 38401
(931) 388-3421
www.fernwoodgardencenter.com

Mar 22, 2023
2:05 PM

Ticket: Chris Webster

Oak, Pin 15 G × 1	\$189.99
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Delivery 0- 5 Miles × 1	\$55.00
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Subtotal	\$244.99
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Sales Tax	\$23.89
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Total	\$268.88
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**Want to be the first to know about things
happening around Fernwood Garden
Center? Follow us on Facebook and
Instagram for the most up to date tips, plant
arrivals and sales!**



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Wanda McClain, HR Director, wmcclain@columbiatn.com , 931-560-1570

AGENDA ITEM TITLE:

2ND CONSIDERATION OF ORDINANCE NO. 4459 AS AMENDED - 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. 4459 as amended on second 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.

The City is adding the positions of Assistant City Planner, Grade 35, Engineer II, Grade 38, and Engineering Inspector, Grade 31 to Development Services Department; and Marketing Coordinator, Grade 25 to Tourism and Marketing.

ORDINANCE NO. 4459 AS AMENDED

**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; and

WHEREAS, the City is adding the positions of Assistant City Planner, Grade 35, Engineer II, Grade 43, and Engineering Inspector, Grade 31 to Development Services Department; and

WHEREAS, the City is adding a Marketing Coordinator, Grade 25 to Tourism and Marketing.

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		Marketing Coordinator	

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 Engineering Inspector	

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
Assistant City Planner			

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 Exempt			
Minimum Hourly	Minimum Annual	Maximum Hourly	Maximum Annual
\$32.49	\$67,572.96	\$44.93	\$93,453.36
Engineer II			

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 TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE:

1ST CONSIDERATION OF ORDINANCE NO. 4456 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF TAX MAP 112 PARCEL 9, LOCATED AT 6150 TROTWOOD AVENUE FROM CD-2 (RURAL CHARACTER DISTRICT) TO PUD-R (PLANNED UNIT DEVELOPMENT - RESIDENTIAL) AND ESTABLISH JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4

RECOMMENDATION: Approve Ordinance No. 4456 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting to rezone a portion of the aforementioned property for the future development of residential homes as part of the proposed Old Zion Road Planned Unit Development subdivision consisting of 765 homes on 415 acres. The Planning Commission reviewed this request and recommended approval with a vote of 4-2 at the April 12, 2023 meeting.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING A PORTION OF TAX MAP 112 PARCEL 9, LOCATED AT 6150 TROTWOOD AVENUE FROM CD-2 (RURAL CHARACTER DISTRICT) TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL)

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning property herein described from CD-2 (Rural Character District) to PUD-R (Planned Unit Development-Residential).

Section 2: Said property to be rezoned, being a portion of Tax Map 112 Parcel 9, located at 6150 Trotwood Avenue, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-2 (Rural Character District) to PUD-R (Planned Unit Development-Residential) is attached hereto, identified as Exhibit "B" and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 12th day of April, 2023, and after a public hearing held on the 8th day of June, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

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

- A. The proposed rezoning is in agreement with the Comprehensive plan and any applicable local area plans;

B. It has been determined that the legal purposes for which zoning exists have not been contravened; and

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 8th day of June, 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 on 1st consideration _____

Passed on 2nd consideration: _____

21-0244

DOBUAL SPRING CREEK PARTNERS PROPERTY DESCRIPTION

MAP 112, PARCEL 9.00

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 9TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO DOBUAL SPRING CREEK PARTNERS OF RECORD IN DEED BOOK 1239, PAGE 865, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE NORTH AND EAST BY CITY OF COLUMBIA OF RECORD IN DEED BOOK R1875, PAGE 855, DEED BOOK R2068, PAGE 364, AND DEED BOOK R2068, PAGE 361, R.O.M.C.T., ON THE SOUTH BY TROTWOOD AVENUE – STATE ROUTE 243 (60' RIGHT OF WAY WIDTH), ON THE WEST BY GREGORY BAXTER, ETUX. OF RECORD IN DEED BOOK R1884, PAGE 442, R.O.M.C.T., LOT 1 AND LOTS 21-28 AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, R.O.M.C.T., AND OLD ZION, LLC OF RECORD IN DEED BOOK R2600, PAGE 96, R.O.M.C.T. BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY KEVIN L. BIRDWELL, RLS #1797 WHOSE ADDRESS IS RAGAN-SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD (NEW) WITH A PLASTIC CAP STAMPED "RAGAN-SMITH ASSOCIATES" (TYPICAL) IN THE NORTHERLY RIGHT OF WAY OF TROTWOOD AVENUE – STATE ROUTE 243, SAID IRON ROD BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE NORTHERLY RIGHT OF WAY OF TROTWOOD AVENUE – STATE ROUTE 243, SOUTH 71 DEGREES 43 MINUTES 53 SECONDS WEST, 3760.08 FEET TO A 1" IRON PIPE (OLD) AT THE SOUTHEAST CORNER OF SAID BAXTER PROPERTY;

THENCE, WITH THE EAST LINE OF SAID BAXTER PROPERTY, NORTH 18 DEGREES 37 MINUTES 31 SECONDS WEST, 257.38 FEET TO A 5/8" IRON ROD (OLD) AT THE COMMON CORNER OF SAID BAXTER AND LOT 1;

THENCE, WITH THE EASTERLY LINES OF LOT 1 AND LOTS 21-28 THE FOLLOWING THREE CALLS (1 THROUGH 3):

1. NORTH 08 DEGREES 55 MINUTES 46 SECONDS EAST, 775.72 FEET TO A 5/8" IRON ROD (OLD);
2. NORTH 08 DEGREES 22 MINUTES 18 SECONDS EAST, 329.80 FEET TO A 5/8" IRON ROD (OLD);
3. NORTH 07 DEGREES 55 MINUTES 00 SECONDS EAST, 447.60 FEET TO A CONCRETE MONUMENT (OLD) AT A SOUTHEAST CORNER OF OLD ZION, LLC PROPERTY;

THENCE, WITH AN EASTERLY LINE OF SAID OLD ZION, LLC PROPERTY, NORTH 08 DEGREES 14 MINUTES 58 SECONDS EAST, 1280.67 FEET TO A CONCRETE MONUMENT (OLD) AT THE SOUTHWEST CORNER OF SAID CITY OF COLUMBIA PROPERTY;

THENCE, WITH THE SOUTHERLY AND WESTERLY LINES OF SAID CITY OF COLUMBIA PROPERTY THE FOLLOWING FOURTEEN CALLS (1 THROUGH 14):

NASHVILLE

315 Woodland Street
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

100 East Vine Street, Suite 402
Murfreesboro, TN 37130
(615) 546-6050

CHATTANOOGA

1410 Cowart Street, Suite 200
Chattanooga, TN 37408
(423) 490-9400

1. SOUTH 85 DEGREES 34 MINUTES 39 SECONDS EAST, 1577.22 FEET TO A PLANTED STONE;
2. SOUTH 85 DEGREES 08 MINUTES 00 SECONDS EAST, 97.47 FEET TO A CONCRETE MONUMENT (OLD);
3. SOUTH 83 DEGREES 55 MINUTES 40 SECONDS EAST, 1056.49 FEET TO AN IRON ROD (NEW);
4. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET, AN ARC LENGTH OF 165.16 FEET, A DELTA ANGLE OF 90 DEGREES 07 MINUTES 18 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 38 DEGREES 52 MINUTES 06 SECONDS EAST, 148.65 FEET TO AN IRON ROD (NEW);
5. SOUTH 06 DEGREES 11 MINUTES 28 SECONDS WEST, 116.88 FEET TO AN IRON ROD (NEW);
6. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 56.44 FEET, A DELTA ANGLE OF 24 DEGREES 52 MINUTES 34 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 14 MINUTES 51 SECONDS EAST, 56.00 FEET TO AN IRON ROD (NEW);
7. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 357.57 FEET TO AN IRON ROD (NEW);
8. SOUTH 71 DEGREES 18 MINUTES 54 SECONDS WEST, 20.00 FEET TO AN IRON ROD (NEW);
9. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 100.00 FEET TO AN IRON ROD (NEW);
10. NORTH 71 DEGREES 18 MINUTES 54 SECONDS EAST, 20.00 FEET TO AN IRON ROD (NEW);
11. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 657.60 FEET TO AN IRON ROD (NEW);
12. SOUTH 71 DEGREES 18 MINUTES 54 SECONDS WEST, 10.00 FEET TO AN IRON ROD (NEW);
13. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 282.13 FEET TO AN IRON ROD (NEW);
14. SOUTH 26 DEGREES 27 MINUTES 57 SECONDS WEST, 13.94 FEET TO THE **POINT OF BEGINNING** AND HAVING AN AREA OF 7,592,427 SQUARE FEET OR 174.30 ACRES, MORE OR LESS.

NASHVILLE

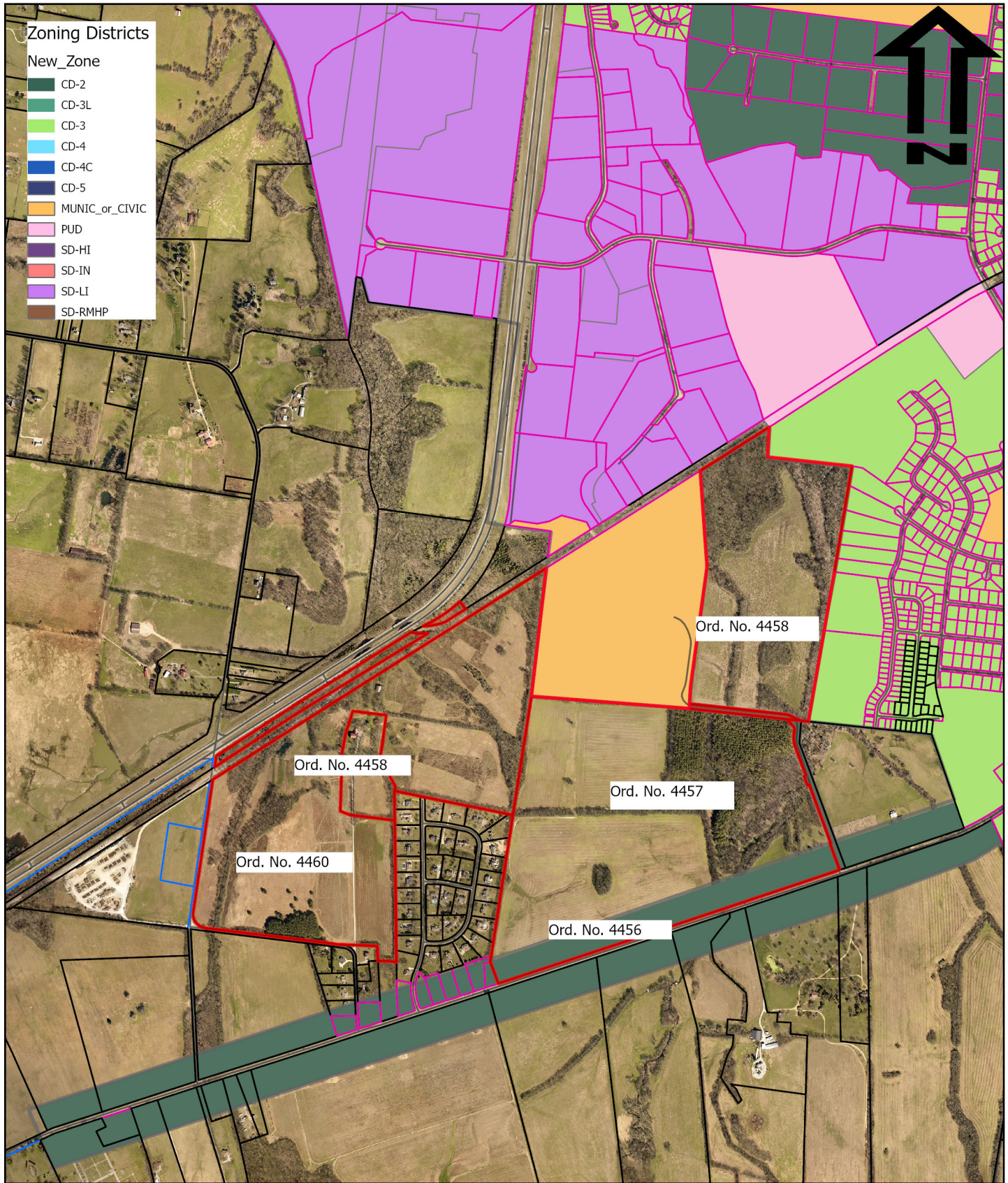
315 Woodland Street
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

100 East Vine Street, Suite 402
Murfreesboro, TN 37130
(615) 546-6050

CHATTANOOGA

1410 Cowart Street, Suite 200
Chattanooga, TN 37408
(423) 490-9400



Old Zion Road PUD 6150 Trotwood Ave.

Ord. No. 4456-4458; 4460
Exhibit B



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

STAFF REPORT CONTACT INFORMATION

Austin Brass, AICP, City Planner, abrass@columbiatn.com, 931-560-1560

Update by Paul Keltner, AICP, Director of Development Services, 931-560-1560

APPLICATION NUMBER

22-0069

APPLICANT/PROPERTY OWNER

Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03

CONFORMITY with the ZONING ORDINANCE

Update to Review:

This is the third time Planning Commission has reviewed the proposed Preliminary PUD Master Plan. In December of 2022 the City Council returned the proposal to Planning Commission for additional consideration. In March of 2023 the applicant submitted a revised Master Plan. Changes reflected in the revised Master Plan are summarized below.

Site Data:

- The total area of right-of-way dedication decreased from 58.99 to 55.98 acres.
- Total area within lots decreased from 207 to 170 acres.
- Dedicated open space increased from 149 (36%) to 189 acres (45%).
- Gross density decreased from 1.96 du/ac to 1.84 du/ac.
- Total lot count reduced from 815 to 764 (in addition to one existing structure). The first iteration of the development considered by Planning Commission included 985 lots.

Design:

- The mix of lot width types is similar to previous proposals
 - 441 lots are 60 feet wide.
 - 307 lots are 75 feet wide.
 - 16 lots are 100 feet wide.
 - There is a mix of front-loaded and alley-loaded lots.
 - The most recent previous plan had 21 lots at 150 feet wide as well as a few 65 foot wide lots.
- The lots around Ashwood Manor have been removed and replaced with open space
- The lots off Ridley Park Drive have been eliminated.
- Lots along Trotwood Avenue have been removed and converted to open space.
- There is additional open space between Ridley Park and the lots in the northern section of the property.
- The amenity center has shifted closer to the center of the site.
- Walking trail length has increased from 2.4 miles to a total of 3.0 miles.
- Amenity sizes have increased for playgrounds and the dog park area.

Additional Notes

- Phasing has been adjusted.
- Additional architectural designs have been added.



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- Photometric details have been added for the lots near Ridley Park.
- The traffic impact study has been updated to reflect the reduced number of lots.

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

STAFF REPORT CONTACT INFORMATION

Austin Brass, AICP, City Planner, abrass@columbiatn.com, 931-560-1560

APPLICATION NUMBER

22-0069

APPLICANT/PROPERTY OWNER

Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03

SUMMARY OF REQUEST: Annexation with Plan of Services when including an RS-6 Zoning with Preliminary PUD Master Plan.

This request is for the annexation with a plan of services that includes a Preliminary PUD Master Plan. The proposed PUD utilizes a base-zoning of RS-6. The applicant seeks these changes in order to create a residential development consisting of 815 residential units and community amenities. The 415-acre property is located adjacent to Ridley Park and the Ashwood Manor subdivision.

Note* This request was reviewed prior to the adoption of Zoning Ordinance 4400 on July 14th, 2022 and is subject to the review criteria under the previous Zoning Ordinance.



MAP SOURCE: City GIS

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS PROPOSED	SIZE OF PROPERTY
RS-40/Unincorporated (County Zoning)	Undeveloped/Single Family	RS-40/Unincorporated	Single-Family Homes	415.5 ± acres

COMPATIBILITY with the **COMPREHENSIVE PLAN**

Suburban Neighborhood. The proposed development as an RS-6 base residential zoning designation is consistent with Connect Columbia as an RS-6 zoning district is compatible with a Suburban Neighborhood Future Land Use.

PROPERTY HISTORY

22-0069. Request from Andrew Ethridge for the annexation with Plan of Services, and Comprehensive Plan Amendment including an RM-1, & RS-6 Zoning with Preliminary PUD Master Plan for 981 residential units and community amenities. Recommendation to deny by Planning Commission was made with a 3-2 vote.

COMPATIBILITY with the ZONING ORDINANCE

Suburban Neighborhood

- Low Density Residential & Medium Density Residential, e.g. RS-6, RS-10 Zoning Districts
- Public & Civic Uses (e.g. Religious Facilities)

As required by Section 3.20.10.B of the Zoning Ordinance, the applicant submitted a detailed Preliminary Planned Unit Development (PUD) Master Plan. The Master Plan depicts 815 residential lots. The gross density of the development would be 1.96 dwelling units per acre. The Master Plan also depicts landscape buffers, stormwater facilities, extensive walking trails, and community amenities. The proposed internal street network connects to Ridley Park. The revised PUD Master Plan does not depict a connection to an existing adjacent subdivision; this connection was requested by staff in aligning with policy outlined within *Connect Columbia* that recommends the connection of streets to create an interconnected grid network. The phasing plan indicates that the development will be completed over 9-10 years.

Zoning Ordinance Referenced:

- Sections 7.3.1, 6.1.2, and 8.1.1 Land Use and Housing Type
- Sections 7.3 , 6.2.6, and 6.3.8 Residential Development Standards
- Sections 7.3.7, 11.2.7, and 11.2.6 Landscape Buffers

Proposed RS-6 PUD Section

The Zoning Ordinance limits development of properties subject to RS-6 standards to single-family detached residences and their subordinate accessory structures. The Master Plan consists of an R-6 base zoning with 10 different lot sizes.

RS-6 Single Family Detached Lot Standards:

- 815 lots are composed of a minimum of 60', 75', 100', and 1 lot at a 150' lot width in meeting the base lot width standards of an RS-6 zoning district with each lot having the minimum as required per the zoning ordinance:

RS-6 base zoning standards:

- 20' front setback
- 7.5' side setback
- 20' rear setback
- 50' lot width minimum

Of the 815 lots,

- 77 lots (60' rear alley loaded)
- 482 lots (60')
- 13 lots (75' rear alley loaded)
- 152 lots (75')

- 22 lots (100' rear alley loaded)
- 27 lots (100')
- 18 lots (150' rear alley loaded)
- 3 lots (150')
- 20 lots (100' at 1 acre)
- 1 lot (150' min at 5 acres)

Overall Proposed Master Plan

Amenities/ Design:

The master plan contains a centralized amenity area connected with a series of walking trails that include a mixture of paved and natural trails with trail connections. The trails connect to Ridley Park. Within the amenity area, a clubhouse including pavilion with pool is shown including a dog park and open area lawn space for events. Architectural elements of single-family homes consist of a primary cladding material of fiber cement board, brick, and stone accented with neutral colors.

Connectivity:

- A new connection point will be added with Trotwood Ave connecting the development with Ridley Park
- A new connection point will be added with Old Zion Road.
- All local streets will consist of a 60-70' right-of-way cross section generally meeting the City of Columbia Subdivision regulations including a 5' sidewalk on both sides of all streets. A 20' alley way is provided in meeting the base

Buffering:

- Buffer requirements for a PUD-RS-6 zoning adjacent to undeveloped property (*11.2.7 Project Boundary Buffers*) require a 0.4 opacity (15' wide buffer). The site plan indicates this buffer adjacent to vacant property on the east boundary line.
- Buffer requirements for a PUD RS-6 requires a 0.6 opacity (25' wide buffer). This site plan indicates this buffer adjacent to these zoning districts on all boundary lines.

Summary of Requested Variances:

- **There were no requested variances in the request as the site plan and lot dimensional standards meet the base zoning standards of an RS-6 zoning district.**

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

3.19.6 CRITERIA FOR PLANNING COMMISSION RECOMMENDATIONS

The recommendations of the Planning Commission to the City Council shall show that the Planning Commission has studied and considered the proposed change in relation to the following, where applicable:



CITY OF COLUMBIA TENNESSEE
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- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;
- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;
- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general; and
- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.

Staff's review of Section 3.19.6 in relation to this request finds the following:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;

The future land use classification for the property is "Suburban Neighborhood". According to the Suburban Neighborhood Character Area Matrix, the intent of the character area is to "create new suburban neighborhoods that will improve the quality of life in Columbia, with an increased sense of place and a more interconnected community". A suburban neighborhood future land use is consistent with Connect Columbia within an RS-6 base zoning designation.

- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses

The subject property is located along Trotwood Avenue, a minor arterial. This request would align with Connect Columbia within a "Suburban Neighborhood Future Land Use".

- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general;

The applicant's intended use of the property will be subject to the standards contained in the Zoning Ordinance which mitigate potential adverse impacts upon adjoining property owners and the City in general. The development will also be controlled by the PUD Master Plan which can be conditioned to mitigate potential any adverse impacts.

- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change:

The applicant has provided a Preliminary PUD Master Plan depicting a phased 815-unit

residential development with community amenities. It is generally feasible to develop the site as depicted in the residential sections of the Preliminary Master Plan in conformance with the Zoning Ordinance. At the time of Final PUD Master Plan and Preliminary Plat, staff will review the proposed development to ensure adherence with the standards prescribed in the applicable Zoning Ordinance.

Rezoning:

Staff reviewed the request for an amendment of the Official Zoning Map for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

3.18.7.B ACTION BY THE PLANNING COMMISSION FOR REZONING

The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

1. The rezoning is in agreement with the general plan for the area;
2. It has been determined that the legal purposes for which zoning exists are not contravened;
3. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;
4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public; and
5. It has been determined that conditions affecting the area have changed to a sufficient extent to warrant an amendment to the area's general plan or other applicable local plans, and consequently, the zoning map.
6. The availability of adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities.

Staff's review of Section 3.18.7.B in relation to this rezoning request finds the following:

1. The rezoning agrees with the general plan for the area;

The subject parcel for the proposed zoning and annexation is within a "Suburban Neighborhood" future land use. An RS-6 zoning designation within a Planned Unit Development may be consistent with the adopted general plan for the area.

2. The legal purposes for which zoning exists are not contravened;

All future development will be required to conform to the Zoning Ordinance standards in

effect at that time, as well as the PUD Master Plan; therefore, legal purposes for which zoning exists will not be contravened.

3. There will be no adverse effects upon adjoining property owners;

Adjoining properties include vacant land, a park, and single-family residences. The applicant's Preliminary PUD Master Plan depicts connection to existing park. Development of the site as proposed under the Preliminary PUD Master Plan is unlikely to have an adverse effect upon the adjacent park property.

4. No one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

The proposal will benefit a single property owner; however, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance and modification of the PUD Master Plan.

5. Conditions affecting the area have changed to a sufficient extent to warrant an amendment to City's Zoning Map.

The Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant the addition of a mixed-density residential PUD to the City's zoning map. Between the decennial censuses of 2010 and 2020, the city's population grew at nearly twice the rate of its housing inventory. Demand for both rental and owner-occupied housing in Columbia has increased faster than supply.

6. There are adequate schools, roads, parks, wastewater treatment facilities, water supply, and stormwater drainage facilities to support this zoning change.

Upon the advice of city staff, this request went through staff technical review twice. Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, some plans of service contain caveats or identify the need for the applicant to provide additional analysis.

- *The City of Columbia Public Works Department provided a Plan of Service for sanitation, as well as maintenance of streets and drainage systems, for the proposed development.*
- *Columbia Power and Water Systems (CPWS) has indicated that it will provide electrical service to the proposed development.*
- *The Fire Marshall has indicated that there is adequate water available and pressure.*
- *The City Engineer required a traffic impact study as part of the PUD Master Plan*



application. At resubmittal, the applicant provided a concurrence letter identifying off-site improvements to be made by the developer in order to maintain the current level of service.

- *Maury County Schools did provide comments regarding impacts to the school system. Specifically, the Maury County Schools is reviewing its capacity to serve the proposed development at its facilities in Columbia and Mt. Pleasant. Students living in the proposed development may be assigned to Mt. Pleasant attendance zones.*
- *The City of Columbia Wastewater System indicated flow monitoring will be required at the applicant's expense. Is likely that gravity lines in the area will require major upgrades in order to serve the development.*
- *CPWS (Water) indicated that it has infrastructure in place to serve the proposed development with domestic water.*
- *CPWS (Power) has indicated that it will serve the proposed development.*

Preliminary PUD Master Plan:

Staff reviewed the request for approval of a Preliminary PUD Master Plan for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

3.20.2 CONSISTENCY WITH AREA DEVELOPMENT PLANS

No PUD shall be approved unless all plans for development are found to be consistent with the then current issue of the General Plan of Columbia and any adopted special development plan for the area in which the development is proposed. The Planning Commission shall make a formal, written finding regarding the consistency of any proposed PUD, said report to include findings that the development:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance; and
- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

3.20.5 COMBINATION OF SEPARATE TYPES OF PUDS

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

3.20.8 CONSISTENCY WITH PUD STANDARDS

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

Staff's review of Section 3.20.2 in relation to this request finds the following:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
The future land use policy outlined in Connect Columbia is "Suburban Neighborhood" that aligns with an RS-6 PUD master plan.
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance;

As discussed in the summary of zoning standards above, it is feasible to implement the Preliminary PUD Master Plan in accordance with the Zoning Ordinance provided the Planning Commission and City Council grant the deviations from strict application of the limited use standards of the Ordinance pertaining to parking for townhomes.

- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

As discussed in the analysis of Section 3.18.7.B.3 above, the Planning Commission may condition its recommendation on revisions to the Master Plan designed to mitigate any identifiable adverse impacts on other properties.

Staff's review of Section 3.20.5 in relation to this request finds the following:

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

The proposed PUD Master Plan includes residential uses of densities and open space that are permissible within an RS-6 base zoning district.

Staff's review of Section 3.20.8 in relation to this request finds the following:

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

- *The proposed PUD Master Plan conforms to the maximum permitted densities identified in Section 7.3.5 of the Zoning Ordinance.*



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:

1ST CONSIDERATION OF ORDINANCE NO. 4457 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED AT 6150 TROTWOOD AVENUE BEING A PORTION OF TAX MAP 112 PARCEL 9 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) AND ESTABLISH JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4

RECOMMENDATION: Approve Ordinance No. 4457 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting a portion of property be annexed and zoned for a Planned Unit Development residential development known as Old Zion Road PUD. Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO
ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED
AT 6150 TROTWOOD AVENUE BEING A PORTION OF TAX MAP 112
PARCEL 9 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by zoning the property herein described and being annexed by Resolution No. 23-29 to PUD-R (Planned Unit Development-Residential).

Section 2: Said portion of property being annexed by Resolution No. 23-29, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described in Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map depicting the proposed PUD-R (Planned Unit Development-Residential) zoned area is identified as Exhibit “B” and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 12th day of April, 2023, and after a public hearing held on the 8th day of June, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

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

- A. The rezoning is in agreement with the Comprehensive plan and any applicable local area plans;
- B. It has been determined that the legal purposes for which zoning exists are not contravened; and

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 8th day of June, 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 on 1st consideration: _____

Passed on 2nd consideration: _____

21-0244

DOBUAL SPRING CREEK PARTNERS PROPERTY DESCRIPTION

MAP 112, PARCEL 9.00

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 9TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO DOBUAL SPRING CREEK PARTNERS OF RECORD IN DEED BOOK 1239, PAGE 865, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE NORTH AND EAST BY CITY OF COLUMBIA OF RECORD IN DEED BOOK R1875, PAGE 855, DEED BOOK R2068, PAGE 364, AND DEED BOOK R2068, PAGE 361, R.O.M.C.T., ON THE SOUTH BY TROTWOOD AVENUE – STATE ROUTE 243 (60' RIGHT OF WAY WIDTH), ON THE WEST BY GREGORY BAXTER, ETUX. OF RECORD IN DEED BOOK R1884, PAGE 442, R.O.M.C.T., LOT 1 AND LOTS 21-28 AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, R.O.M.C.T., AND OLD ZION, LLC OF RECORD IN DEED BOOK R2600, PAGE 96, R.O.M.C.T. BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY KEVIN L. BIRDWELL, RLS #1797 WHOSE ADDRESS IS RAGAN-SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD (NEW) WITH A PLASTIC CAP STAMPED "RAGAN-SMITH ASSOCIATES" (TYPICAL) IN THE NORTHERLY RIGHT OF WAY OF TROTWOOD AVENUE – STATE ROUTE 243, SAID IRON ROD BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE NORTHERLY RIGHT OF WAY OF TROTWOOD AVENUE – STATE ROUTE 243, SOUTH 71 DEGREES 43 MINUTES 53 SECONDS WEST, 3760.08 FEET TO A 1" IRON PIPE (OLD) AT THE SOUTHEAST CORNER OF SAID BAXTER PROPERTY;

THENCE, WITH THE EAST LINE OF SAID BAXTER PROPERTY, NORTH 18 DEGREES 37 MINUTES 31 SECONDS WEST, 257.38 FEET TO A 5/8" IRON ROD (OLD) AT THE COMMON CORNER OF SAID BAXTER AND LOT 1;

THENCE, WITH THE EASTERLY LINES OF LOT 1 AND LOTS 21-28 THE FOLLOWING THREE CALLS (1 THROUGH 3):

1. NORTH 08 DEGREES 55 MINUTES 46 SECONDS EAST, 775.72 FEET TO A 5/8" IRON ROD (OLD);
2. NORTH 08 DEGREES 22 MINUTES 18 SECONDS EAST, 329.80 FEET TO A 5/8" IRON ROD (OLD);
3. NORTH 07 DEGREES 55 MINUTES 00 SECONDS EAST, 447.60 FEET TO A CONCRETE MONUMENT (OLD) AT A SOUTHEAST CORNER OF OLD ZION, LLC PROPERTY;

THENCE, WITH AN EASTERLY LINE OF SAID OLD ZION, LLC PROPERTY, NORTH 08 DEGREES 14 MINUTES 58 SECONDS EAST, 1280.67 FEET TO A CONCRETE MONUMENT (OLD) AT THE SOUTHWEST CORNER OF SAID CITY OF COLUMBIA PROPERTY;

THENCE, WITH THE SOUTHERLY AND WESTERLY LINES OF SAID CITY OF COLUMBIA PROPERTY THE FOLLOWING FOURTEEN CALLS (1 THROUGH 14):

NASHVILLE

315 Woodland Street
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

100 East Vine Street, Suite 402
Murfreesboro, TN 37130
(615) 546-6050

CHATTANOOGA

1410 Cowart Street, Suite 200
Chattanooga, TN 37408
(423) 490-9400

1. SOUTH 85 DEGREES 34 MINUTES 39 SECONDS EAST, 1577.22 FEET TO A PLANTED STONE;
2. SOUTH 85 DEGREES 08 MINUTES 00 SECONDS EAST, 97.47 FEET TO A CONCRETE MONUMENT (OLD);
3. SOUTH 83 DEGREES 55 MINUTES 40 SECONDS EAST, 1056.49 FEET TO AN IRON ROD (NEW);
4. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET, AN ARC LENGTH OF 165.16 FEET, A DELTA ANGLE OF 90 DEGREES 07 MINUTES 18 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 38 DEGREES 52 MINUTES 06 SECONDS EAST, 148.65 FEET TO AN IRON ROD (NEW);
5. SOUTH 06 DEGREES 11 MINUTES 28 SECONDS WEST, 116.88 FEET TO AN IRON ROD (NEW);
6. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 56.44 FEET, A DELTA ANGLE OF 24 DEGREES 52 MINUTES 34 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 06 DEGREES 14 MINUTES 51 SECONDS EAST, 56.00 FEET TO AN IRON ROD (NEW);
7. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 357.57 FEET TO AN IRON ROD (NEW);
8. SOUTH 71 DEGREES 18 MINUTES 54 SECONDS WEST, 20.00 FEET TO AN IRON ROD (NEW);
9. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 100.00 FEET TO AN IRON ROD (NEW);
10. NORTH 71 DEGREES 18 MINUTES 54 SECONDS EAST, 20.00 FEET TO AN IRON ROD (NEW);
11. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 657.60 FEET TO AN IRON ROD (NEW);
12. SOUTH 71 DEGREES 18 MINUTES 54 SECONDS WEST, 10.00 FEET TO AN IRON ROD (NEW);
13. SOUTH 18 DEGREES 41 MINUTES 06 SECONDS EAST, 282.13 FEET TO AN IRON ROD (NEW);
14. SOUTH 26 DEGREES 27 MINUTES 57 SECONDS WEST, 13.94 FEET TO THE **POINT OF BEGINNING** AND HAVING AN AREA OF 7,592,427 SQUARE FEET OR 174.30 ACRES, MORE OR LESS.

NASHVILLE

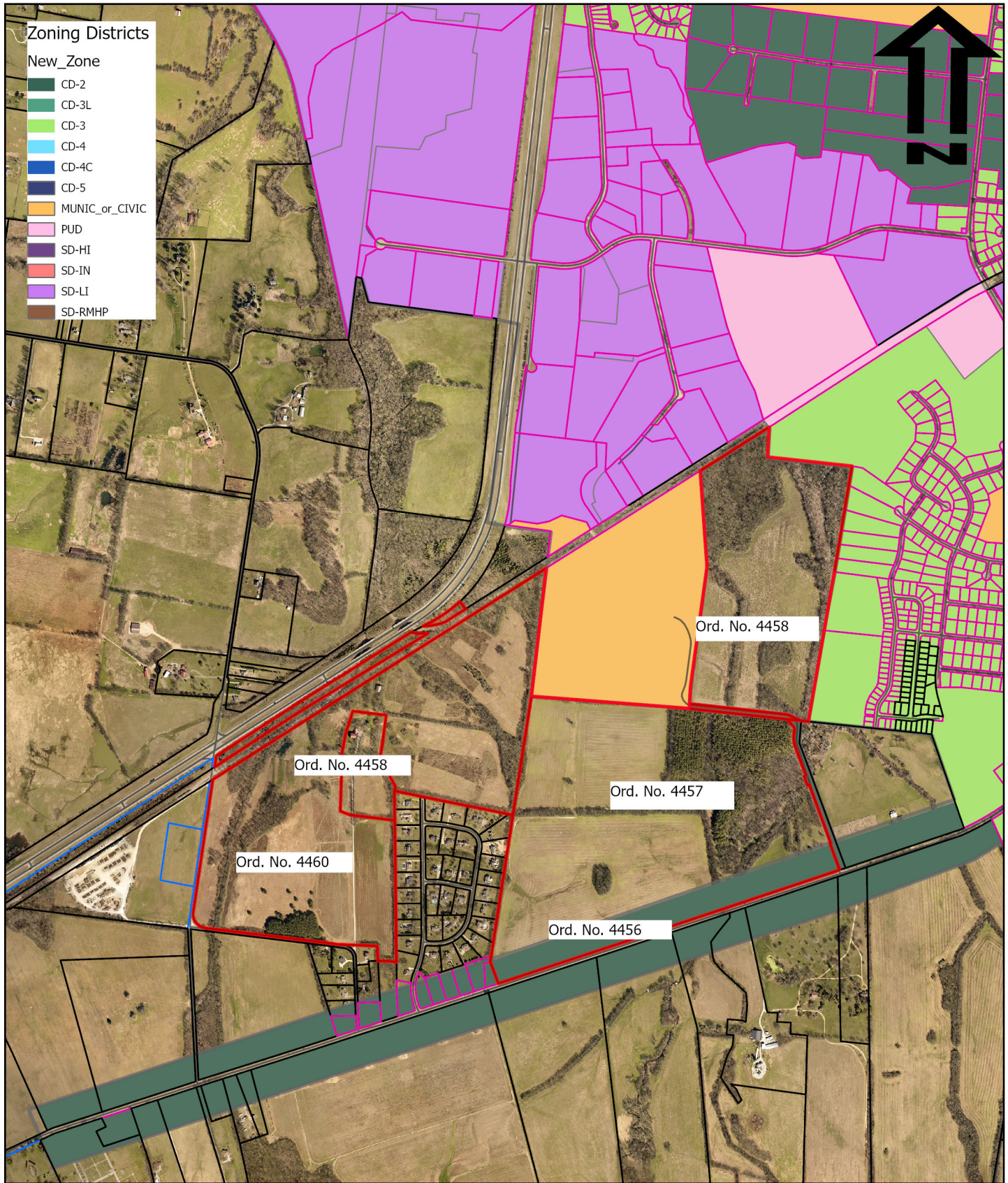
315 Woodland Street
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

100 East Vine Street, Suite 402
Murfreesboro, TN 37130
(615) 546-6050

CHATTANOOGA

1410 Cowart Street, Suite 200
Chattanooga, TN 37408
(423) 490-9400



Old Zion Road PUD 6150 Trotwood Ave.

Ord. No. 4456-4458; 4460
Exhibit B



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

STAFF REPORT CONTACT INFORMATION

Austin Brass, AICP, City Planner, abrass@columbiatn.com, 931-560-1560

Update by Paul Keltner, AICP, Director of Development Services, 931-560-1560

APPLICATION NUMBER

22-0069

APPLICANT/PROPERTY OWNER

Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03

CONFORMITY with the ZONING ORDINANCE

Update to Review:

This is the third time Planning Commission has reviewed the proposed Preliminary PUD Master Plan. In December of 2022 the City Council returned the proposal to Planning Commission for additional consideration. In March of 2023 the applicant submitted a revised Master Plan. Changes reflected in the revised Master Plan are summarized below.

Site Data:

- The total area of right-of-way dedication decreased from 58.99 to 55.98 acres.
- Total area within lots decreased from 207 to 170 acres.
- Dedicated open space increased from 149 (36%) to 189 acres (45%).
- Gross density decreased from 1.96 du/ac to 1.84 du/ac.
- Total lot count reduced from 815 to 764 (in addition to one existing structure). The first iteration of the development considered by Planning Commission included 985 lots.

Design:

- The mix of lot width types is similar to previous proposals
 - 441 lots are 60 feet wide.
 - 307 lots are 75 feet wide.
 - 16 lots are 100 feet wide.
 - There is a mix of front-loaded and alley-loaded lots.
 - The most recent previous plan had 21 lots at 150 feet wide as well as a few 65 foot wide lots.
- The lots around Ashwood Manor have been removed and replaced with open space
- The lots off Ridley Park Drive have been eliminated.
- Lots along Trotwood Avenue have been removed and converted to open space.
- There is additional open space between Ridley Park and the lots in the northern section of the property.
- The amenity center has shifted closer to the center of the site.
- Walking trail length has increased from 2.4 miles to a total of 3.0 miles.
- Amenity sizes have increased for playgrounds and the dog park area.

Additional Notes

- Phasing has been adjusted.
- Additional architectural designs have been added.



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- Photometric details have been added for the lots near Ridley Park.
- The traffic impact study has been updated to reflect the reduced number of lots.

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

STAFF REPORT CONTACT INFORMATION

Austin Brass, AICP, City Planner, abrass@columbiatn.com, 931-560-1560

APPLICATION NUMBER

22-0069

APPLICANT/PROPERTY OWNER

Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03

SUMMARY OF REQUEST: Annexation with Plan of Services when including an RS-6 Zoning with Preliminary PUD Master Plan.

This request is for the annexation with a plan of services that includes a Preliminary PUD Master Plan. The proposed PUD utilizes a base-zoning of RS-6. The applicant seeks these changes in order to create a residential development consisting of 815 residential units and community amenities. The 415-acre property is located adjacent to Ridley Park and the Ashwood Manor subdivision.

Note* This request was reviewed prior to the adoption of Zoning Ordinance 4400 on July 14th, 2022 and is subject to the review criteria under the previous Zoning Ordinance.



MAP SOURCE: City GIS

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS PROPOSED	SIZE OF PROPERTY
RS-40/Unincorporated (County Zoning)	Undeveloped/Single Family	RS-40/Unincorporated	Single-Family Homes	415.5 ± acres

COMPATIBILITY with the **COMPREHENSIVE PLAN**

Suburban Neighborhood. The proposed development as an RS-6 base residential zoning designation is consistent with Connect Columbia as an RS-6 zoning district is compatible with a Suburban Neighborhood Future Land Use.

PROPERTY HISTORY

22-0069. Request from Andrew Ethridge for the annexation with Plan of Services, and Comprehensive Plan Amendment including an RM-1, & RS-6 Zoning with Preliminary PUD Master Plan for 981 residential units and community amenities. Recommendation to deny by Planning Commission was made with a 3-2 vote.



COMPATIBILITY with the ZONING ORDINANCE

Suburban Neighborhood

- Low Density Residential & Medium Density Residential, e.g. RS-6, RS-10 Zoning Districts
- Public & Civic Uses (e.g. Religious Facilities)

As required by Section 3.20.10.B of the Zoning Ordinance, the applicant submitted a detailed Preliminary Planned Unit Development (PUD) Master Plan. The Master Plan depicts 815 residential lots. The gross density of the development would be 1.96 dwelling units per acre. The Master Plan also depicts landscape buffers, stormwater facilities, extensive walking trails, and community amenities. The proposed internal street network connects to Ridley Park. The revised PUD Master Plan does not depict a connection to an existing adjacent subdivision; this connection was requested by staff in aligning with policy outlined within *Connect Columbia* that recommends the connection of streets to create an interconnected grid network. The phasing plan indicates that the development will be completed over 9-10 years.

Zoning Ordinance Referenced:

- Sections 7.3.1, 6.1.2, and 8.1.1 Land Use and Housing Type
- Sections 7.3 , 6.2.6, and 6.3.8 Residential Development Standards
- Sections 7.3.7, 11.2.7, and 11.2.6 Landscape Buffers

Proposed RS-6 PUD Section

The Zoning Ordinance limits development of properties subject to RS-6 standards to single-family detached residences and their subordinate accessory structures. The Master Plan consists of an R-6 base zoning with 10 different lot sizes.

RS-6 Single Family Detached Lot Standards:

- 815 lots are composed of a minimum of 60', 75', 100', and 1 lot at a 150' lot width in meeting the base lot width standards of an RS-6 zoning district with each lot having the minimum as required per the zoning ordinance:

RS-6 base zoning standards:

- 20' front setback
- 7.5' side setback
- 20' rear setback
- 50' lot width minimum

Of the 815 lots,

- 77 lots (60' rear alley loaded)
- 482 lots (60')
- 13 lots (75' rear alley loaded)
- 152 lots (75')

- 22 lots (100' rear alley loaded)
- 27 lots (100')
- 18 lots (150' rear alley loaded)
- 3 lots (150')
- 20 lots (100' at 1 acre)
- 1 lot (150' min at 5 acres)

Overall Proposed Master Plan

Amenities/ Design:

The master plan contains a centralized amenity area connected with a series of walking trails that include a mixture of paved and natural trails with trail connections. The trails connect to Ridley Park. Within the amenity area, a clubhouse including pavilion with pool is shown including a dog park and open area lawn space for events. Architectural elements of single-family homes consist of a primary cladding material of fiber cement board, brick, and stone accented with neutral colors.

Connectivity:

- A new connection point will be added with Trotwood Ave connecting the development with Ridley Park
- A new connection point will be added with Old Zion Road.
- All local streets will consist of a 60-70' right-of-way cross section generally meeting the City of Columbia Subdivision regulations including a 5' sidewalk on both sides of all streets. A 20' alley way is provided in meeting the base

Buffering:

- Buffer requirements for a PUD-RS-6 zoning adjacent to undeveloped property (*11.2.7 Project Boundary Buffers*) require a 0.4 opacity (15' wide buffer). The site plan indicates this buffer adjacent to vacant property on the east boundary line.
- Buffer requirements for a PUD RS-6 requires a 0.6 opacity (25' wide buffer). This site plan indicates this buffer adjacent to these zoning districts on all boundary lines.

Summary of Requested Variances:

- **There were no requested variances in the request as the site plan and lot dimensional standards meet the base zoning standards of an RS-6 zoning district.**

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

3.19.6 CRITERIA FOR PLANNING COMMISSION RECOMMENDATIONS

The recommendations of the Planning Commission to the City Council shall show that the Planning Commission has studied and considered the proposed change in relation to the following, where applicable:



CITY OF COLUMBIA TENNESSEE
PLANNING COMMISSION
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- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;
- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;
- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general; and
- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.

Staff's review of Section 3.19.6 in relation to this request finds the following:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;

The future land use classification for the property is "Suburban Neighborhood". According to the Suburban Neighborhood Character Area Matrix, the intent of the character area is to "create new suburban neighborhoods that will improve the quality of life in Columbia, with an increased sense of place and a more interconnected community". A suburban neighborhood future land use is consistent with Connect Columbia within an RS-6 base zoning designation.

- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses

The subject property is located along Trotwood Avenue, a minor arterial. This request would align with Connect Columbia within a "Suburban Neighborhood Future Land Use".

- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general;

The applicant's intended use of the property will be subject to the standards contained in the Zoning Ordinance which mitigate potential adverse impacts upon adjoining property owners and the City in general. The development will also be controlled by the PUD Master Plan which can be conditioned to mitigate potential any adverse impacts.

- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change:

The applicant has provided a Preliminary PUD Master Plan depicting a phased 815-unit

residential development with community amenities. It is generally feasible to develop the site as depicted in the residential sections of the Preliminary Master Plan in conformance with the Zoning Ordinance. At the time of Final PUD Master Plan and Preliminary Plat, staff will review the proposed development to ensure adherence with the standards prescribed in the applicable Zoning Ordinance.

Rezoning:

Staff reviewed the request for an amendment of the Official Zoning Map for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

3.18.7.B ACTION BY THE PLANNING COMMISSION FOR REZONING

The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

1. The rezoning is in agreement with the general plan for the area;
2. It has been determined that the legal purposes for which zoning exists are not contravened;
3. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;
4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public; and
5. It has been determined that conditions affecting the area have changed to a sufficient extent to warrant an amendment to the area's general plan or other applicable local plans, and consequently, the zoning map.
6. The availability of adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities.

Staff's review of Section 3.18.7.B in relation to this rezoning request finds the following:

1. The rezoning agrees with the general plan for the area;

The subject parcel for the proposed zoning and annexation is within a "Suburban Neighborhood" future land use. An RS-6 zoning designation within a Planned Unit Development may be consistent with the adopted general plan for the area.

2. The legal purposes for which zoning exists are not contravened;

All future development will be required to conform to the Zoning Ordinance standards in

effect at that time, as well as the PUD Master Plan; therefore, legal purposes for which zoning exists will not be contravened.

3. There will be no adverse effects upon adjoining property owners;

Adjoining properties include vacant land, a park, and single-family residences. The applicant's Preliminary PUD Master Plan depicts connection to existing park. Development of the site as proposed under the Preliminary PUD Master Plan is unlikely to have an adverse effect upon the adjacent park property.

4. No one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

The proposal will benefit a single property owner; however, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance and modification of the PUD Master Plan.

5. Conditions affecting the area have changed to a sufficient extent to warrant an amendment to City's Zoning Map.

The Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant the addition of a mixed-density residential PUD to the City's zoning map. Between the decennial censuses of 2010 and 2020, the city's population grew at nearly twice the rate of its housing inventory. Demand for both rental and owner-occupied housing in Columbia has increased faster than supply.

6. There are adequate schools, roads, parks, wastewater treatment facilities, water supply, and stormwater drainage facilities to support this zoning change.

Upon the advice of city staff, this request went through staff technical review twice. Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, some plans of service contain caveats or identify the need for the applicant to provide additional analysis.

- *The City of Columbia Public Works Department provided a Plan of Service for sanitation, as well as maintenance of streets and drainage systems, for the proposed development.*
- *Columbia Power and Water Systems (CPWS) has indicated that it will provide electrical service to the proposed development.*
- *The Fire Marshall has indicated that there is adequate water available and pressure.*
- *The City Engineer required a traffic impact study as part of the PUD Master Plan*

application. At resubmittal, the applicant provided a concurrence letter identifying off-site improvements to be made by the developer in order to maintain the current level of service.

- *Maury County Schools did provide comments regarding impacts to the school system. Specifically, the Maury County Schools is reviewing its capacity to serve the proposed development at its facilities in Columbia and Mt. Pleasant. Students living in the proposed development may be assigned to Mt. Pleasant attendance zones.*
- *The City of Columbia Wastewater System indicated flow monitoring will be required at the applicant's expense. Is likely that gravity lines in the area will require major upgrades in order to serve the development.*
- *CPWS (Water) indicated that it has infrastructure in place to serve the proposed development with domestic water.*
- *CPWS (Power) has indicated that it will serve the proposed development.*

Preliminary PUD Master Plan:

Staff reviewed the request for approval of a Preliminary PUD Master Plan for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

3.20.2 CONSISTENCY WITH AREA DEVELOPMENT PLANS

No PUD shall be approved unless all plans for development are found to be consistent with the then current issue of the General Plan of Columbia and any adopted special development plan for the area in which the development is proposed. The Planning Commission shall make a formal, written finding regarding the consistency of any proposed PUD, said report to include findings that the development:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance; and
- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

3.20.5 COMBINATION OF SEPARATE TYPES OF PUDS

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

3.20.8 CONSISTENCY WITH PUD STANDARDS

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

Staff's review of Section 3.20.2 in relation to this request finds the following:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
The future land use policy outlined in Connect Columbia is "Suburban Neighborhood" that aligns with an RS-6 PUD master plan.
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance;

As discussed in the summary of zoning standards above, it is feasible to implement the Preliminary PUD Master Plan in accordance with the Zoning Ordinance provided the Planning Commission and City Council grant the deviations from strict application of the limited use standards of the Ordinance pertaining to parking for townhomes.

- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

As discussed in the analysis of Section 3.18.7.B.3 above, the Planning Commission may condition its recommendation on revisions to the Master Plan designed to mitigate any identifiable adverse impacts on other properties.

Staff's review of Section 3.20.5 in relation to this request finds the following:

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

The proposed PUD Master Plan includes residential uses of densities and open space that are permissible within an RS-6 base zoning district.

Staff's review of Section 3.20.8 in relation to this request finds the following:

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

- *The proposed PUD Master Plan conforms to the maximum permitted densities identified in Section 7.3.5 of the Zoning Ordinance.*



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:

1ST CONSIDERATION OF ORDINANCE NO. 4458 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTIES BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED AT TAX MAP 112 PARCELS 2.03 AND 10.01, OFF TROTWOOD AVENUE AND OLD ZION ROAD TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) AND ESTABLISH JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4

RECOMMENDATION: Approve Ordinance No. 4458 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting the aforementioned properties be zoned upon annexation to a Planned Unit Development Residential classification as part of the Old Zion Road PUD subdivision proposed. The Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO
ZONE PROPERTIES BEING ANNEXED BY RESOLUTION NO. 23-29,
LOCATED AT TAX MAP 112 PARCELS 2.03 AND 10.01, OFF TROTWOOD
AVENUE AND OLD ZION ROAD TO PUD-R (PLANNED UNIT
DEVELOPMENT-RESIDENTIAL)**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by zoning the properties herein described and being annexed by Resolution No. 23-29 to PUD-R (Planned Unit Development-Residential).

Section 2: Said properties being annexed by Resolution No. 23-29, are located in the Eighth and Ninth Civil Districts of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described in Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map depicting the proposed PUD-R (Planned Unit Development-Residential) zoned area is identified as Exhibit “B” and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 12th day of April, 2023, and after a public hearing held on the 8th day of June, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

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

- A. The rezoning is in agreement with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 8th day of June, 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 on 1st consideration: _____

Passed on 2nd consideration: _____



21-0244

WILLIAM P. RIDLEY AND CHARLOTTE M. RIDLEY, TRUSTEES OF THE WILLIAM P. RIDLEY REVOCABLE TRUST DATED AUGUST 19, 2011 PROPERTY DESCRIPTION

MAP 112, PARCEL 2.03

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 9TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO WILLIAM P. RIDLEY AND CHARLOTTE M. RIDLEY, TRUSTEES OF THE WILLIAM P. RIDLEY REVOCABLE TRUST DATED AUGUST 19, 2011, OF RECORD IN DEED BOOK R2165, PAGE 239, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE NORTH BY WELTON INVESTMENTS LLC OF RECORD IN DEED BOOK R2077, PAGE 1007, AND BY THE CENTERLINE OF THE L AND N RAILROAD, ON THE EAST BY WESTFIELD ESTATES SECTION 3 OF RECORD IN PLAT BOOK 7, PAGE 224, R.O.M.C.T., BY KCS PROPERTY LLC OF RECORD IN DEED BOOK R2706, PAGE 1040, R.O.M.C.T. AND BY CHARLES RAINES OF RECORD IN DEED BOOK R2706, PAGE 1040, R.O.M.C.T., ON THE SOUTH BY JOHN R. NEAL OF RECORD IN DEED BOOK R2018, PAGE 400, R.O.M.C.T., AND BY THE CITY OF COLUMBIA OF RECORD IN DEED BOOK R2068, PAGE 364, R.O.M.C.T., ON THE WEST BY THE CITY OF COLUMBIA OF RECORD IN DEED BOOK R1875, PAGE 855, R.O.M.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHWEST CORNER OF THE CHARLES RAINES PROPERTY, AND IN THE NORTH LINE OF THE JOHN NEIL PROPERTY AND BEING THE SOUTH EAST CORNER OF THE HERIN DESCRIBED TRACT OF LAND AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE NORTH LINE OF JOHN R. NEAL THE FOLLOWING THREE CALLS (1 THROUGH 3)

1. NORTH 83 DEGREES 09 MINUTES 43 SECONDS WEST, 67.78 FEET TO A POINT;
2. SOUTH 28 DEGREES 38 MINUTES 38 SECONDS WEST, 4.82 FEET TO A 1 1/2" IRON PIPE (OLD)
3. SOUTH 83 DEGREES 55 MINUTES 40 SECONDS EAST, 56.59 FEET TO A POINT IN THE EAST LINE OF SAID CITY OF COLUMBIA PROPERTY;

THENCE WITH THE EASTERLY AND NORTHERLY LINE OF THE SAID CITY OF COLUMBIA, THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 128.18 FEET, A DELTA ANGLE OF 47 DEGREES 23 MINUTES 00 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 15 MINUTES 47 SECONDS WEST, 124.56 TO A POINT;
2. NORTH 83 DEGREES 55 MINUTES 40 SECONDS WEST, 1055.49 FEET TO A POINT IN THE EASTERLY LINE OF SAID CITY OF COLUMBIA PROPERTY;

THENCE, WITH SAID EASTERLY LINE THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. NORTH 07 DEGREES 23 MINUTES 40 SECONDS EAST, 1467.74 FEET TO A POINT;
2. NORTH 03 DEGREES 55 MINUTES 43 SECONDS WEST 1023.72 FEET TO A POINT;
3. NORTH 03 DEGREES 55 MINUTES 43 SECONDS WEST, 34.22 FEET TO A POINT IN THE CENTERLINE OF SAID L AND N RAILROAD;

NASHVILLE

315 Woodland Street
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

100 East Vine Street, Suite 402
Murfreesboro, TN 37130
(615) 546-6050

CHATTANOOGA

1410 Cowart Street, Suite 200
Chattanooga, TN 37408
(423) 490-9400

4.

THENCE, WITH THE WESTERLY AND SOUTHERLY LINE OF THE SAID WELTON INVESTMENTS LLC THE FOLLOWING FOUR CALLS (1 THROUGH 4):

1. SOUTH 05 DEGREES 04 MINUTES 17 SECONDS WEST 45.79 FEET TO A POINT;
2. SOUTH 03 DEGREES 52 MINUTES 17 SECONDS WEST 315.07 FEET TO POINT;
3. SOUTH 83 DEGREES 42 MINUTES 43 SECONDS EAST, 760.0 FEET TO A POINT;
4. SOUTH 83 DEGREES 42 MINUTES 43 SECONDS EAST, 181.89 FFET TO A POINT AT A NORTHWEST CORNER OF LOT 60 AS SHOWN ON SAID PLAN OF WESTFILED ESTATES SECTION 3;

THENCE, WITH WESTERLY LINE OF SAID WESTFIELD ESTATES SECTION 3, KCS PROPERTY LLC AND CHARLES RAINES THE FOLLOWING FOUR CALLS (1 THROUGH 4):

1. SOUTH 09 DEGREES 19 MINUTES 17 SECONDS WEST, 1025.00 FEET TO A POINT;
2. SOUTH 09 DEGREES 19 MINUTES 17 SECONDS WEST, 104.00 FEET TO A POINT;
3. SOUTH 10 DEGREES 39 MINUTES 17 SECONDS WEST, 666.42 FEET TO A POINT;
4. SOUTH 08 DEGREES 56 MINUTES 17 SECONDS WEST, 921.22 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 3,808,886 SQUARE FEET OR 87.44 ACRES, MORE OR LESS.

NASHVILLE

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CHATTANOOGA

1410 Cowart Street, Suite 200
Chattanooga, TN 37408
(423) 490-9400

21-0244

OLD ZION, LLC PROPERTY DESCRIPTION

MAP 112, PARCELS 10.01

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 8TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO OLD ZION, LLC OF RECORD IN DEED BOOK R2600, PAGE 96, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE SOUTH, WEST, AND NORTH BY OLD ZION LLC AND BEING BOUNDED ON THE EAST BY OLD ZION LLC AND "ASHWOOD MANNOR" PLAT BOOK 8, PAGE 90. BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY KEVIN L. BIRDWELL, RLS #1797 WHOSE ADDRESS IS RAGAN-SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" IRON ROD (OLD) AT THE NORTHWEST CORNER OF LOT 17, AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE WESTERLY LINE OF LOT 17 AND 16, SOUTH 00 DEGREES 32 MINUTES 54 SECONDS EAST, 261.29 FEET TO A POINT;

THENCE, CROSSING THE OLD ZION, LLC PROPERTY, AND WITH THE SOUTH, WEST, NORTH, AND EAST LINE OF THE HERIN DESCRIBED TRACT THE FOLLOWING TEN CALLS (1 THROUGH 10):

1. NORTH 89 DEGREES 33 MINUTES 25 SECONDS WEST, 441.50 FEET TO A POINT;
2. NORTH 75 DEGREES 33 MINUTES 25 SECONDS WEST, 112.50 FEET TO A POINT;
3. NORTH 04 DEGREES 33 MINUTES 25 SECONDS WEST, 634.50 FEET TO A POINT;
4. NORTH 04 DEGREES 26 MINUTES 35 SECONDS EAST, 198.50 FEET TO A POINT;
5. NORTH 11 DEGREES 26 MINUTES 35 SECONDS EAST, 239.70 FEET TO A POINT;
6. SOUTH 89 DEGREES 33 MINUTES 25 SECONDS EAST, 353.50 FEET TO A POINT;
7. SOUTH 00 DEGREES 41 MINUTES 35 SECONDS WEST, 321.50 FEET TO A POINT;
8. SOUTH 04 DEGREES 26 MINUTES 35 SECONDS WEST, 130.50 FEET TO A POINT;
9. SOUTH 26 DEGREES 11 MINUTES 46 SECONDS EAST, 350.50 FEET TO A POINT;
10. SOUTH 31 DEGREES 41 MINUTES 46 SECONDS EAST, 78.40 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 502,108 SQUARE FEET OR 11.53 ACRES, MORE OR LESS.

NASHVILLE

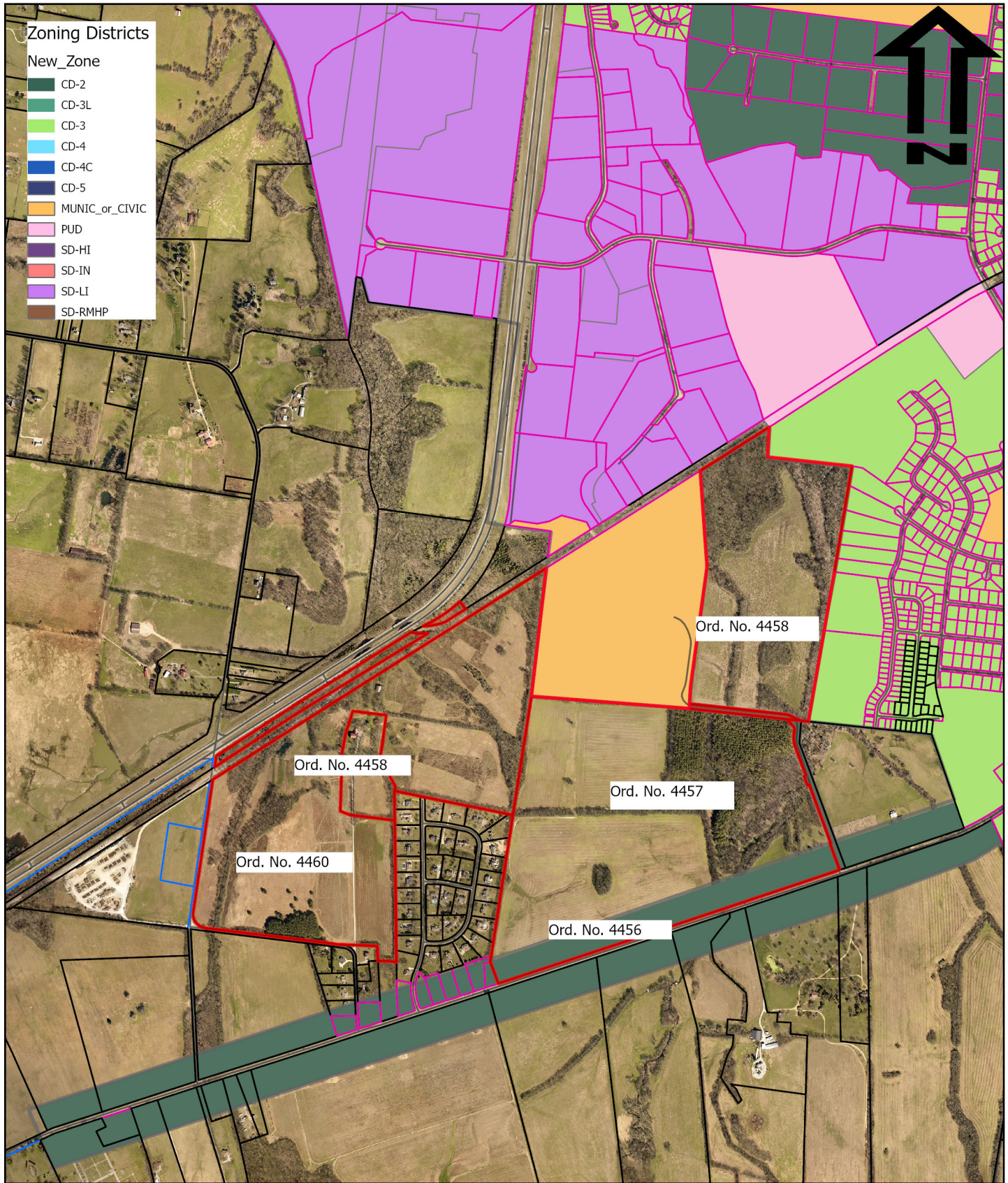
315 Woodland Street
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

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CHATTANOOGA

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Chattanooga, TN 37408
(423) 490-9400



Old Zion Road PUD 6150 Trotwood Ave.

Ord. No. 4456-4458; 4460
Exhibit B



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

STAFF REPORT CONTACT INFORMATION

Austin Brass, AICP, City Planner, abrass@columbiatn.com, 931-560-1560

Update by Paul Keltner, AICP, Director of Development Services, 931-560-1560

APPLICATION NUMBER

22-0069

APPLICANT/PROPERTY OWNER

Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03

CONFORMITY with the ZONING ORDINANCE

Update to Review:

This is the third time Planning Commission has reviewed the proposed Preliminary PUD Master Plan. In December of 2022 the City Council returned the proposal to Planning Commission for additional consideration. In March of 2023 the applicant submitted a revised Master Plan. Changes reflected in the revised Master Plan are summarized below.

Site Data:

- The total area of right-of-way dedication decreased from 58.99 to 55.98 acres.
- Total area within lots decreased from 207 to 170 acres.
- Dedicated open space increased from 149 (36%) to 189 acres (45%).
- Gross density decreased from 1.96 du/ac to 1.84 du/ac.
- Total lot count reduced from 815 to 764 (in addition to one existing structure). The first iteration of the development considered by Planning Commission included 985 lots.

Design:

- The mix of lot width types is similar to previous proposals
 - 441 lots are 60 feet wide.
 - 307 lots are 75 feet wide.
 - 16 lots are 100 feet wide.
 - There is a mix of front-loaded and alley-loaded lots.
 - The most recent previous plan had 21 lots at 150 feet wide as well as a few 65 foot wide lots.
- The lots around Ashwood Manor have been removed and replaced with open space
- The lots off Ridley Park Drive have been eliminated.
- Lots along Trotwood Avenue have been removed and converted to open space.
- There is additional open space between Ridley Park and the lots in the northern section of the property.
- The amenity center has shifted closer to the center of the site.
- Walking trail length has increased from 2.4 miles to a total of 3.0 miles.
- Amenity sizes have increased for playgrounds and the dog park area.

Additional Notes

- Phasing has been adjusted.
- Additional architectural designs have been added.



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- Photometric details have been added for the lots near Ridley Park.
- The traffic impact study has been updated to reflect the reduced number of lots.

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS



CITY OF COLUMBIA TENNESSEE PLANNING COMMISSION STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Austin Brass, AICP, City Planner, abrass@columbiatn.com, 931-560-1560

APPLICATION NUMBER

22-0069

APPLICANT/PROPERTY OWNER

Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03

SUMMARY OF REQUEST: Annexation with Plan of Services when including an RS-6 Zoning with Preliminary PUD Master Plan.

This request is for the annexation with a plan of services that includes a Preliminary PUD Master Plan. The proposed PUD utilizes a base-zoning of RS-6. The applicant seeks these changes in order to create a residential development consisting of 815 residential units and community amenities. The 415-acre property is located adjacent to Ridley Park and the Ashwood Manor subdivision.

Note* This request was reviewed prior to the adoption of Zoning Ordinance 4400 on July 14th, 2022 and is subject to the review criteria under the previous Zoning Ordinance.



MAP SOURCE: City GIS

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS PROPOSED	SIZE OF PROPERTY
RS-40/Unincorporated (County Zoning)	Undeveloped/Single Family	RS-40/Unincorporated	Single-Family Homes	415.5 ± acres

COMPATIBILITY with the COMPREHENSIVE PLAN

Suburban Neighborhood. The proposed development as an RS-6 base residential zoning designation is consistent with Connect Columbia as an RS-6 zoning district is compatible with a Suburban Neighborhood Future Land Use.

PROPERTY HISTORY

22-0069. Request from Andrew Ethridge for the annexation with Plan of Services, and Comprehensive Plan Amendment including an RM-1, & RS-6 Zoning with Preliminary PUD Master Plan for 981 residential units and community amenities. Recommendation to deny by Planning Commission was made with a 3-2 vote.

COMPATIBILITY with the ZONING ORDINANCE

Suburban Neighborhood

- Low Density Residential & Medium Density Residential, e.g. RS-6, RS-10 Zoning Districts
- Public & Civic Uses (e.g. Religious Facilities)

As required by Section 3.20.10.B of the Zoning Ordinance, the applicant submitted a detailed Preliminary Planned Unit Development (PUD) Master Plan. The Master Plan depicts 815 residential lots. The gross density of the development would be 1.96 dwelling units per acre. The Master Plan also depicts landscape buffers, stormwater facilities, extensive walking trails, and community amenities. The proposed internal street network connects to Ridley Park. The revised PUD Master Plan does not depict a connection to an existing adjacent subdivision; this connection was requested by staff in aligning with policy outlined within *Connect Columbia* that recommends the connection of streets to create an interconnected grid network. The phasing plan indicates that the development will be completed over 9-10 years.

Zoning Ordinance Referenced:

- Sections 7.3.1, 6.1.2, and 8.1.1 Land Use and Housing Type
- Sections 7.3 , 6.2.6, and 6.3.8 Residential Development Standards
- Sections 7.3.7, 11.2.7, and 11.2.6 Landscape Buffers

Proposed RS-6 PUD Section

The Zoning Ordinance limits development of properties subject to RS-6 standards to single-family detached residences and their subordinate accessory structures. The Master Plan consists of an R-6 base zoning with 10 different lot sizes.

RS-6 Single Family Detached Lot Standards:

- 815 lots are composed of a minimum of 60', 75', 100', and 1 lot at a 150' lot width in meeting the base lot width standards of an RS-6 zoning district with each lot having the minimum as required per the zoning ordinance:

RS-6 base zoning standards:

- 20' front setback
- 7.5' side setback
- 20' rear setback
- 50' lot width minimum

Of the 815 lots,

- 77 lots (60' rear alley loaded)
- 482 lots (60')
- 13 lots (75' rear alley loaded)
- 152 lots (75')



- 22 lots (100' rear alley loaded)
- 27 lots (100')
- 18 lots (150' rear alley loaded)
- 3 lots (150')
- 20 lots (100' at 1 acre)
- 1 lot (150' min at 5 acres)

Overall Proposed Master Plan

Amenities/ Design:

The master plan contains a centralized amenity area connected with a series of walking trails that include a mixture of paved and natural trails with trail connections. The trails connect to Ridley Park. Within the amenity area, a clubhouse including pavilion with pool is shown including a dog park and open area lawn space for events. Architectural elements of single-family homes consist of a primary cladding material of fiber cement board, brick, and stone accented with neutral colors.

Connectivity:

- A new connection point will be added with Trotwood Ave connecting the development with Ridley Park
- A new connection point will be added with Old Zion Road.
- All local streets will consist of a 60-70' right-of-way cross section generally meeting the City of Columbia Subdivision regulations including a 5' sidewalk on both sides of all streets. A 20' alley way is provided in meeting the base

Buffering:

- Buffer requirements for a PUD-RS-6 zoning adjacent to undeveloped property (*11.2.7 Project Boundary Buffers*) require a 0.4 opacity (15' wide buffer). The site plan indicates this buffer adjacent to vacant property on the east boundary line.
- Buffer requirements for a PUD RS-6 requires a 0.6 opacity (25' wide buffer). This site plan indicates this buffer adjacent to these zoning districts on all boundary lines.

Summary of Requested Variances:

- **There were no requested variances in the request as the site plan and lot dimensional standards meet the base zoning standards of an RS-6 zoning district.**

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

3.19.6 CRITERIA FOR PLANNING COMMISSION RECOMMENDATIONS

The recommendations of the Planning Commission to the City Council shall show that the Planning Commission has studied and considered the proposed change in relation to the following, where applicable:



CITY OF COLUMBIA TENNESSEE
PLANNING COMMISSION
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- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;
- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;
- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general; and
- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.

Staff's review of Section 3.19.6 in relation to this request finds the following:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;

The future land use classification for the property is "Suburban Neighborhood". According to the Suburban Neighborhood Character Area Matrix, the intent of the character area is to "create new suburban neighborhoods that will improve the quality of life in Columbia, with an increased sense of place and a more interconnected community". A suburban neighborhood future land use is consistent with Connect Columbia within an RS-6 base zoning designation.

- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses

The subject property is located along Trotwood Avenue, a minor arterial. This request would align with Connect Columbia within a "Suburban Neighborhood Future Land Use".

- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general;

The applicant's intended use of the property will be subject to the standards contained in the Zoning Ordinance which mitigate potential adverse impacts upon adjoining property owners and the City in general. The development will also be controlled by the PUD Master Plan which can be conditioned to mitigate potential any adverse impacts.

- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change:

The applicant has provided a Preliminary PUD Master Plan depicting a phased 815-unit

residential development with community amenities. It is generally feasible to develop the site as depicted in the residential sections of the Preliminary Master Plan in conformance with the Zoning Ordinance. At the time of Final PUD Master Plan and Preliminary Plat, staff will review the proposed development to ensure adherence with the standards prescribed in the applicable Zoning Ordinance.

Rezoning:

Staff reviewed the request for an amendment of the Official Zoning Map for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

3.18.7.B ACTION BY THE PLANNING COMMISSION FOR REZONING

The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

1. The rezoning is in agreement with the general plan for the area;
2. It has been determined that the legal purposes for which zoning exists are not contravened;
3. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;
4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public; and
5. It has been determined that conditions affecting the area have changed to a sufficient extent to warrant an amendment to the area's general plan or other applicable local plans, and consequently, the zoning map.
6. The availability of adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities.

Staff's review of Section 3.18.7.B in relation to this rezoning request finds the following:

1. The rezoning agrees with the general plan for the area;

The subject parcel for the proposed zoning and annexation is within a "Suburban Neighborhood" future land use. An RS-6 zoning designation within a Planned Unit Development may be consistent with the adopted general plan for the area.

2. The legal purposes for which zoning exists are not contravened;

All future development will be required to conform to the Zoning Ordinance standards in

effect at that time, as well as the PUD Master Plan; therefore, legal purposes for which zoning exists will not be contravened.

3. There will be no adverse effects upon adjoining property owners;

Adjoining properties include vacant land, a park, and single-family residences. The applicant's Preliminary PUD Master Plan depicts connection to existing park. Development of the site as proposed under the Preliminary PUD Master Plan is unlikely to have an adverse effect upon the adjacent park property.

4. No one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

The proposal will benefit a single property owner; however, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance and modification of the PUD Master Plan.

5. Conditions affecting the area have changed to a sufficient extent to warrant an amendment to City's Zoning Map.

The Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant the addition of a mixed-density residential PUD to the City's zoning map. Between the decennial censuses of 2010 and 2020, the city's population grew at nearly twice the rate of its housing inventory. Demand for both rental and owner-occupied housing in Columbia has increased faster than supply.

6. There are adequate schools, roads, parks, wastewater treatment facilities, water supply, and stormwater drainage facilities to support this zoning change.

Upon the advice of city staff, this request went through staff technical review twice. Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, some plans of service contain caveats or identify the need for the applicant to provide additional analysis.

- *The City of Columbia Public Works Department provided a Plan of Service for sanitation, as well as maintenance of streets and drainage systems, for the proposed development.*
- *Columbia Power and Water Systems (CPWS) has indicated that it will provide electrical service to the proposed development.*
- *The Fire Marshall has indicated that there is adequate water available and pressure.*
- *The City Engineer required a traffic impact study as part of the PUD Master Plan*



application. At resubmittal, the applicant provided a concurrence letter identifying off-site improvements to be made by the developer in order to maintain the current level of service.

- *Maury County Schools did provide comments regarding impacts to the school system. Specifically, the Maury County Schools is reviewing its capacity to serve the proposed development at its facilities in Columbia and Mt. Pleasant. Students living in the proposed development may be assigned to Mt. Pleasant attendance zones.*
- *The City of Columbia Wastewater System indicated flow monitoring will be required at the applicant's expense. Is likely that gravity lines in the area will require major upgrades in order to serve the development.*
- *CPWS (Water) indicated that it has infrastructure in place to serve the proposed development with domestic water.*
- *CPWS (Power) has indicated that it will serve the proposed development.*

Preliminary PUD Master Plan:

Staff reviewed the request for approval of a Preliminary PUD Master Plan for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

3.20.2 CONSISTENCY WITH AREA DEVELOPMENT PLANS

No PUD shall be approved unless all plans for development are found to be consistent with the then current issue of the General Plan of Columbia and any adopted special development plan for the area in which the development is proposed. The Planning Commission shall make a formal, written finding regarding the consistency of any proposed PUD, said report to include findings that the development:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance; and
- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

3.20.5 COMBINATION OF SEPARATE TYPES OF PUDS

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

3.20.8 CONSISTENCY WITH PUD STANDARDS

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

Staff's review of Section 3.20.2 in relation to this request finds the following:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
The future land use policy outlined in Connect Columbia is "Suburban Neighborhood" that aligns with an RS-6 PUD master plan.
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance;

As discussed in the summary of zoning standards above, it is feasible to implement the Preliminary PUD Master Plan in accordance with the Zoning Ordinance provided the Planning Commission and City Council grant the deviations from strict application of the limited use standards of the Ordinance pertaining to parking for townhomes.

- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

As discussed in the analysis of Section 3.18.7.B.3 above, the Planning Commission may condition its recommendation on revisions to the Master Plan designed to mitigate any identifiable adverse impacts on other properties.

Staff's review of Section 3.20.5 in relation to this request finds the following:

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

The proposed PUD Master Plan includes residential uses of densities and open space that are permissible within an RS-6 base zoning district.

Staff's review of Section 3.20.8 in relation to this request finds the following:

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

- *The proposed PUD Master Plan conforms to the maximum permitted densities identified in Section 7.3.5 of the Zoning Ordinance.*



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:

1ST CONSIDERATION ON ORDINANCE NO. 4460 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED OFF OLD ZION ROAD, BEING A PORTION OF TAX MAP 112 PARCEL 10.07 TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL) AND ESTABLISH JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4

RECOMMENDATION: Approve Ordinance No. 4460 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting a portion of the aforementioned property be zoned to PUD-R upon annexation as part of the proposed Old Zion Road Planned Unit Development subdivision which will consist of 765 lots on 415 acres. The Planning Commission reviewed the request at the April 12, 2023 meeting and recommended approval with a vote of 4-2.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 – THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE TO
ZONE PROPERTY BEING ANNEXED BY RESOLUTION NO. 23-29, LOCATED
OFF OLD ZION ROAD, BEING A PORTION OF TAX MAP 112 PARCEL 10.07
TO PUD-R (PLANNED UNIT DEVELOPMENT-RESIDENTIAL)**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by zoning the property herein described and being annexed by Resolution No. 23-29 to PUD-R (Planned Unit Development-Residential).

Section 2: Said portion of property being annexed by Resolution No. 23-29, is located in the Eighth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described in Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map depicting the proposed PUD-R (Planned Unit Development-Residential) zoned area is identified as Exhibit “B” and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 12th day of April, 2023, and after a public hearing held on the 8th day of June, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

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

- A. The rezoning is in agreement with the Comprehensive plan and any applicable local area plans;
- B. It has been determined that the legal purposes for which zoning exists are not contravened; and

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 8th day of June, 2023.

ATTEST: CHARLES (CHAZ) M. MOLDER, MAYOR

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 on 1st consideration: _____

Passed on 2nd consideration: _____

21-0244

OLD ZION, LLC PROPERTY DESCRIPTION

MAP 112, PARCELS 10.07

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 8TH CIVIL DISTRICT OF MAURY COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY DEEDED TO OLD ZION, LLC OF RECORD IN DEED BOOK R2600, PAGE 96, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE (R.O.M.C.T.). BEING BOUNDED ON THE NORTH BY THE SOUTHERLY RIGHT OF WAY OF THE TENNESSEE SOUTHERN RAILROAD (200' RIGHT OF WAY WIDTH), ON THE EAST BY CITY OF COLUMBIA OF RECORD IN DEED BOOK R1875, PAGE 855, R.O.M.C.T., DOBUAL SPRING CREEK PARTNERS OF RECORD IN DEED BOOK 1239, PAGE 865, R.O.M.C.T. AND LOTS 7-17 AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, R.O.M.C.T., ON THE SOUTH BY LOTS 17-21 ON SAID FINAL PLAT ENTITLED "ASHWOOD MANOR", SUSAN HUBBELL, ETVIR. OF RECORD IN DEED BOOK R2276, PAGE 1254, R.O.M.C.T., THE SAME BEING TRACT 2 AS SHOWN ON THE FINAL PLAT ENTITLED "JOSEPH W. FLEMING HEIRS PROPERTY" OF RECORD IN PLAT BOOK 7, PAGE 72, R.O.M.C.T., GABRIEL H. ALVAREZ OF RECORD IN DEED BOOK R2689, PAGE 972, R.O.M.C.T., DWIGHT YORK, ETUX. OF RECORD IN DEED BOOK 1349, PAGE 527, R.O.M.C.T., AND OLD ZION ROAD (50' RIGHT OF WAY WIDTH), ON THE WEST BY THE REMANING PORTION OF THE OLD ZION LLC PROPERTY OF RECORD IN DEED BOOK R2600, PAGE 96, R.O.M.C.T. BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY KEVIN L. BIRDWELL, RLS #1797 WHOSE ADDRESS IS RAGAN-SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD (NEW) WITH A PLASTIC CAP STAMPED "RAGAN-SMITH ASSOCIATES" (TYPICAL) AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE TENNESSEE SOUTHERN RAILROAD AND THE EASTERLY RIGHT OF WAY OF OLD ZION ROAD, SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID OLD ZION LLC PROPERTY, AND PROCEEDING AS FOLLOWS:

THENCE, LEAVING THE EASTERLY RIGHT OF WAY OF OLD ZION ROAD, WITH THE SOUTHERLY RIGHT OF WAY OF TENNESSEE SOUTHERN RAILROAD THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. NORTH 57 DEGREES 34 MINUTES 40 SECONDS EAST, 242.42 FEET TO AN IRON ROD (NEW);
2. NORTH 57 DEGREES 31 MINUTES 16 SECONDS EAST, 455.02 FEET TO THE POINT OF BEGINNING OF THE HERIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE SOUTHERLY RIGHT OF WAY OF TENNESSEE SOUTHERN RAILROAD THE FOLLOWING TWO CALLS (1 THROUGH 2)

1. NORTH 57 DEGREES 31 MINUTES 16 SECONDS EAST, 599.32 FEET TO AN IRON ROD (NEW);
2. NORTH 57 DEGREES 31 MINUTES 16 SECONDS EAST, 2853.61 FEET TO AN IRON ROD (NEW) IN THE WEST LINE OF SAID CITY OF COLUMBIA PROPERTY;

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315 Woodland Street
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

100 East Vine Street, Suite 402
Murfreesboro, TN 37130
(615) 546-6050

CHATTANOOGA

1410 Cowart Street, Suite 200
Chattanooga, TN 37408
(423) 490-9400

THENCE, SOUTH 06 DEGREES 39 MINUTES 56 SECONDS WEST, 1288.38 FEET TO A CONCRETE MONUMENT (OLD) AT THE NORTHWEST CORNER OF SAID DOBUAL SPRING CREEK PARTNERS PROPERTY;

THENCE, WITH THE WEST LINE OF DOBUAL SPRING CREEK PARTNERS, SOUTH 08 DEGREES 14 MINUTES 58 SECONDS WEST, 1280.67 FEET TO A CONCRETE MONUMENT (OLD) AT THE NORTHEAST CORNER OF LOT 21 AS SHOWN ON SAID PLAT ENTITLED "ASHWOOD MANOR";

THENCE, WITH THE NORTHERLY LINES OF LOTS 21, 20, 19, 18, AND 17, NORTH 78 DEGREES 36 MINUTES 44 SECONDS WEST, 1257.79 FEET TO A 3/4" IRON ROD (OLD) AT THE NORTHWEST CORNER OF LOT 17;

THENCE, WITH THE WESTERLY LINES OF LOTS 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, AND 7, SOUTH 00 DEGREES 32 MINUTES 54 SECONDS EAST, 1894.47 FEET TO A 5/8" IRON ROD (OLD) AT THE NORTHEAST CORNER OF SAID HUBBELL PROPERTY;

THENCE, WITH THE NORTH LINE OF SAID HUBBELL PROPERTY, NORTH 81 DEGREES 57 MINUTES 58 SECONDS WEST, 193.01 FEET TO A 1/2" IRON ROD (OLD) WITH A PLASTIC CAP STAMPED "RLS#1251" IN THE EAST LINE OF SAID ALVAREZ PROPERTY;

THENCE, WITH THE EASTERLY LINES OF SAID ALVAREZ AND YORK PROPERTIES THE FOLLOWING TWO CALLS (1 AND 2):

1. NORTH 04 DEGREES 38 MINUTES 50 SECONDS WEST, 77.05 FEET TO A 1/2" IRON ROD (OLD);
2. NORTH 03 DEGREES 35 MINUTES 44 SECONDS WEST, 154.03 FEET TO A 1" IRON PIPE (OLD) AT THE NORTHEAST CORNER OF SAID YORK PROPERTY;

THENCE, WITH THE NORTH LINE OF SAID YORK PROPERTY, NORTH 87 DEGREES 04 MINUTES 57 SECONDS WEST, 247.57 FEET TO A 1" IRON PIPE (OLD) AT THE NORTHWEST CORNER OF SAID YORK PROPERTY;

THENCE, WITH THE NORTHERLY RIGHT OF WAY OF OLD ZION ROAD THE FOLLOWING TWO CALLS (1 THROUGH 2):

1. NORTH 83 DEGREES 06 MINUTES 35 SECONDS WEST, 1368.79 FEET TO AN IRON ROD (NEW);
2. NORTH 82 DEGREES 07 MINUTES 36 SECONDS WEST 133.21 FEET TO A POINT IN THE CENTERLINE OF A DITCH;

THENCE, WITH A NEW LINE SEVERING OLD ZION LLC AND FOLLOWING THE CENTER OF LINE DITCH, THE FOLLOWING SIX CALLS (1 THROUGH 6)

1. NORTH 11 DEGREES 01 MINUTES 17 SECONDS EAST, 402.60 FEET TO A POINT;
2. NORTH 12 DEGREES 25 MINUTES 19 SECONDS EAST, 358.15 FEET TO A POINT;
3. NORTH 12 DEGREES 36 MINUTES 29 SECONDS EAST, 233.63 FEET TO A POINT;
4. NORTH 19 DEGREES 11 MINUTES 29 SECONDS EAST, 729.34 FEET TO A POINT;
5. NORTH 33 DEGREES 27 MINUTES 33 SECONDS EAST, 136.26 FEET TO A POINT;

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Chattanooga, TN 37408
(423) 490-9400

6. NORTH 28 DEGREES 38 MINUTES 06 SECONDS EAST, 126.42 FEET TO THE POINT OF **BEGINNING** AND HAVING AN AREA OF 6,712,656 SQUARE FEET OR 156.10 ACRES, MORE OR LESS.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXCLUDED FROM THE ABOVE DESCRIBED TRACT OF LAND IS THE FOLLOWING DESCRIBED TRACT CONVEYED TO OLD ZION ROAD, LLC, BY DEED OF RECORD IN BOOK R2600, PAGE 96, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE. POINT OF BEGINNING AN 3/4" IRON ROD (OLD) AT THE NORTHWEST CORNER OF LOT 17, AS SHOWN ON THE FINAL PLAT ENTITLED "ASHWOOD MANOR" OF RECORD IN PLAT BOOK 8, PAGE 90, AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE WESTERLY LINE OF LOT 17 AND 16, SOUTH 00 DEGREES 32 MINUTES 54 SECONDS EAST, 261.29 FEET TO A POINT;

THENCE, CROSSING THE OLD ZION, LLC PROPERTY, AND WITH THE SOUTH, WEST, NORTH, AND EAST LINE OF THE HERIN DESCRIBED TRACT THE FOLLOWING TEN CALLS (1 THROUGH 10):

1. NORTH 89 DEGREES 33 MINUTES 25 SECONDS WEST, 441.50 FEET TO A POINT;
2. NORTH 75 DEGREES 33 MINUTES 25 SECONDS WEST, 112.50 FEET TO A POINT;
3. NORTH 04 DEGREES 33 MINUTES 25 SECONDS WEST, 634.50 FEET TO A POINT;
4. NORTH 04 DEGREES 26 MINUTES 35 SECONDS EAST, 198.50 FEET TO A POINT;
5. NORTH 11 DEGREES 26 MINUTES 35 SECONDS EAST, 239.70 FEET TO A POINT;
6. SOUTH 89 DEGREES 33 MINUTES 25 SECONDS EAST, 353.50 FEET TO A POINT;
7. SOUTH 00 DEGREES 41 MINUTES 35 SECONDS WEST, 321.50 FEET TO A POINT;
8. SOUTH 04 DEGREES 26 MINUTES 35 SECONDS WEST, 130.50 FEET TO A POINT;
9. SOUTH 26 DEGREES 11 MINUTES 46 SECONDS EAST, 350.50 FEET TO A POINT;
10. SOUTH 31 DEGREES 41 MINUTES 46 SECONDS EAST, 78.40 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 502,108 SQUARE FEET OR 11.53 ACRES, MORE OR LESS.

NASHVILLE

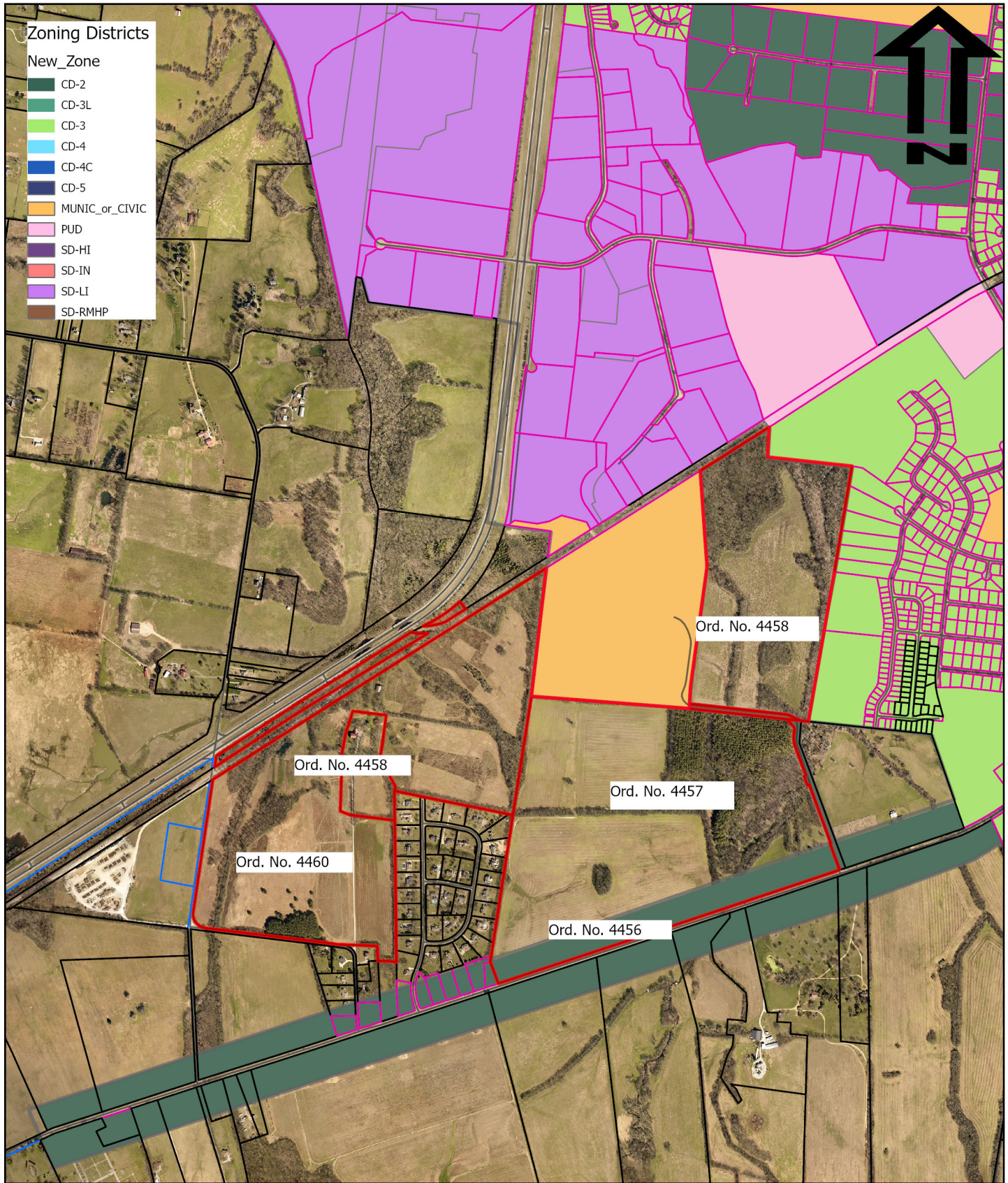
315 Woodland Street
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(423) 490-9400



Old Zion Road PUD 6150 Trotwood Ave.

Ord. No. 4456-4458; 4460
Exhibit B



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

STAFF REPORT CONTACT INFORMATION

Austin Brass, AICP, City Planner, abrass@columbiatn.com, 931-560-1560

Update by Paul Keltner, AICP, Director of Development Services, 931-560-1560

APPLICATION NUMBER

22-0069

APPLICANT/PROPERTY OWNER

Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03

CONFORMITY with the ZONING ORDINANCE

Update to Review:

This is the third time Planning Commission has reviewed the proposed Preliminary PUD Master Plan. In December of 2022 the City Council returned the proposal to Planning Commission for additional consideration. In March of 2023 the applicant submitted a revised Master Plan. Changes reflected in the revised Master Plan are summarized below.

Site Data:

- The total area of right-of-way dedication decreased from 58.99 to 55.98 acres.
- Total area within lots decreased from 207 to 170 acres.
- Dedicated open space increased from 149 (36%) to 189 acres (45%).
- Gross density decreased from 1.96 du/ac to 1.84 du/ac.
- Total lot count reduced from 815 to 764 (in addition to one existing structure). The first iteration of the development considered by Planning Commission included 985 lots.

Design:

- The mix of lot width types is similar to previous proposals
 - 441 lots are 60 feet wide.
 - 307 lots are 75 feet wide.
 - 16 lots are 100 feet wide.
 - There is a mix of front-loaded and alley-loaded lots.
 - The most recent previous plan had 21 lots at 150 feet wide as well as a few 65 foot wide lots.
- The lots around Ashwood Manor have been removed and replaced with open space
- The lots off Ridley Park Drive have been eliminated.
- Lots along Trotwood Avenue have been removed and converted to open space.
- There is additional open space between Ridley Park and the lots in the northern section of the property.
- The amenity center has shifted closer to the center of the site.
- Walking trail length has increased from 2.4 miles to a total of 3.0 miles.
- Amenity sizes have increased for playgrounds and the dog park area.

Additional Notes

- Phasing has been adjusted.
- Additional architectural designs have been added.



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- Photometric details have been added for the lots near Ridley Park.
- The traffic impact study has been updated to reflect the reduced number of lots.

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS



CITY OF COLUMBIA TENNESSEE PLANNING COMMISSION STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Austin Brass, AICP, City Planner, abrass@columbiatn.com, 931-560-1560

APPLICATION NUMBER

22-0069

APPLICANT/PROPERTY OWNER

Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03

SUMMARY OF REQUEST: Annexation with Plan of Services when including an RS-6 Zoning with Preliminary PUD Master Plan.

This request is for the annexation with a plan of services that includes a Preliminary PUD Master Plan. The proposed PUD utilizes a base-zoning of RS-6. The applicant seeks these changes in order to create a residential development consisting of 815 residential units and community amenities. The 415-acre property is located adjacent to Ridley Park and the Ashwood Manor subdivision.

Note* This request was reviewed prior to the adoption of Zoning Ordinance 4400 on July 14th, 2022 and is subject to the review criteria under the previous Zoning Ordinance.



MAP SOURCE: City GIS

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS PROPOSED	SIZE OF PROPERTY
RS-40/Unincorporated (County Zoning)	Undeveloped/Single Family	RS-40/Unincorporated	Single-Family Homes	415.5 ± acres

COMPATIBILITY with the COMPREHENSIVE PLAN

Suburban Neighborhood. The proposed development as an RS-6 base residential zoning designation is consistent with Connect Columbia as an RS-6 zoning district is compatible with a Suburban Neighborhood Future Land Use.

PROPERTY HISTORY

22-0069. Request from Andrew Ethridge for the annexation with Plan of Services, and Comprehensive Plan Amendment including an RM-1, & RS-6 Zoning with Preliminary PUD Master Plan for 981 residential units and community amenities. Recommendation to deny by Planning Commission was made with a 3-2 vote.

COMPATIBILITY with the ZONING ORDINANCE

Suburban Neighborhood

- Low Density Residential & Medium Density Residential, e.g. RS-6, RS-10 Zoning Districts
- Public & Civic Uses (e.g. Religious Facilities)

As required by Section 3.20.10.B of the Zoning Ordinance, the applicant submitted a detailed Preliminary Planned Unit Development (PUD) Master Plan. The Master Plan depicts 815 residential lots. The gross density of the development would be 1.96 dwelling units per acre. The Master Plan also depicts landscape buffers, stormwater facilities, extensive walking trails, and community amenities. The proposed internal street network connects to Ridley Park. The revised PUD Master Plan does not depict a connection to an existing adjacent subdivision; this connection was requested by staff in aligning with policy outlined within *Connect Columbia* that recommends the connection of streets to create an interconnected grid network. The phasing plan indicates that the development will be completed over 9-10 years.

Zoning Ordinance Referenced:

- Sections 7.3.1, 6.1.2, and 8.1.1 Land Use and Housing Type
- Sections 7.3 , 6.2.6, and 6.3.8 Residential Development Standards
- Sections 7.3.7, 11.2.7, and 11.2.6 Landscape Buffers

Proposed RS-6 PUD Section

The Zoning Ordinance limits development of properties subject to RS-6 standards to single-family detached residences and their subordinate accessory structures. The Master Plan consists of an R-6 base zoning with 10 different lot sizes.

RS-6 Single Family Detached Lot Standards:

- 815 lots are composed of a minimum of 60', 75', 100', and 1 lot at a 150' lot width in meeting the base lot width standards of an RS-6 zoning district with each lot having the minimum as required per the zoning ordinance:

RS-6 base zoning standards:

- 20' front setback
- 7.5' side setback
- 20' rear setback
- 50' lot width minimum

Of the 815 lots,

- 77 lots (60' rear alley loaded)
- 482 lots (60')
- 13 lots (75' rear alley loaded)
- 152 lots (75')

- 22 lots (100' rear alley loaded)
- 27 lots (100')
- 18 lots (150' rear alley loaded)
- 3 lots (150')
- 20 lots (100' at 1 acre)
- 1 lot (150' min at 5 acres)

Overall Proposed Master Plan

Amenities/ Design:

The master plan contains a centralized amenity area connected with a series of walking trails that include a mixture of paved and natural trails with trail connections. The trails connect to Ridley Park. Within the amenity area, a clubhouse including pavilion with pool is shown including a dog park and open area lawn space for events. Architectural elements of single-family homes consist of a primary cladding material of fiber cement board, brick, and stone accented with neutral colors.

Connectivity:

- A new connection point will be added with Trotwood Ave connecting the development with Ridley Park
- A new connection point will be added with Old Zion Road.
- All local streets will consist of a 60-70' right-of-way cross section generally meeting the City of Columbia Subdivision regulations including a 5' sidewalk on both sides of all streets. A 20' alley way is provided in meeting the base

Buffering:

- Buffer requirements for a PUD-RS-6 zoning adjacent to undeveloped property (*11.2.7 Project Boundary Buffers*) require a 0.4 opacity (15' wide buffer). The site plan indicates this buffer adjacent to vacant property on the east boundary line.
- Buffer requirements for a PUD RS-6 requires a 0.6 opacity (25' wide buffer). This site plan indicates this buffer adjacent to these zoning districts on all boundary lines.

Summary of Requested Variances:

- **There were no requested variances in the request as the site plan and lot dimensional standards meet the base zoning standards of an RS-6 zoning district.**

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

3.19.6 CRITERIA FOR PLANNING COMMISSION RECOMMENDATIONS

The recommendations of the Planning Commission to the City Council shall show that the Planning Commission has studied and considered the proposed change in relation to the following, where applicable:



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- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;
- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;
- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general; and
- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.

Staff's review of Section 3.19.6 in relation to this request finds the following:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;

The future land use classification for the property is "Suburban Neighborhood". According to the Suburban Neighborhood Character Area Matrix, the intent of the character area is to "create new suburban neighborhoods that will improve the quality of life in Columbia, with an increased sense of place and a more interconnected community". A suburban neighborhood future land use is consistent with Connect Columbia within an RS-6 base zoning designation.

- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses

The subject property is located along Trotwood Avenue, a minor arterial. This request would align with Connect Columbia within a "Suburban Neighborhood Future Land Use".

- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general;

The applicant's intended use of the property will be subject to the standards contained in the Zoning Ordinance which mitigate potential adverse impacts upon adjoining property owners and the City in general. The development will also be controlled by the PUD Master Plan which can be conditioned to mitigate potential any adverse impacts.

- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change:

The applicant has provided a Preliminary PUD Master Plan depicting a phased 815-unit

residential development with community amenities. It is generally feasible to develop the site as depicted in the residential sections of the Preliminary Master Plan in conformance with the Zoning Ordinance. At the time of Final PUD Master Plan and Preliminary Plat, staff will review the proposed development to ensure adherence with the standards prescribed in the applicable Zoning Ordinance.

Rezoning:

Staff reviewed the request for an amendment of the Official Zoning Map for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

3.18.7.B ACTION BY THE PLANNING COMMISSION FOR REZONING

The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

1. The rezoning is in agreement with the general plan for the area;
2. It has been determined that the legal purposes for which zoning exists are not contravened;
3. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;
4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public; and
5. It has been determined that conditions affecting the area have changed to a sufficient extent to warrant an amendment to the area's general plan or other applicable local plans, and consequently, the zoning map.
6. The availability of adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities.

Staff's review of Section 3.18.7.B in relation to this rezoning request finds the following:

1. The rezoning agrees with the general plan for the area;

The subject parcel for the proposed zoning and annexation is within a "Suburban Neighborhood" future land use. An RS-6 zoning designation within a Planned Unit Development may be consistent with the adopted general plan for the area.

2. The legal purposes for which zoning exists are not contravened;

All future development will be required to conform to the Zoning Ordinance standards in

effect at that time, as well as the PUD Master Plan; therefore, legal purposes for which zoning exists will not be contravened.

3. There will be no adverse effects upon adjoining property owners;

Adjoining properties include vacant land, a park, and single-family residences. The applicant's Preliminary PUD Master Plan depicts connection to existing park. Development of the site as proposed under the Preliminary PUD Master Plan is unlikely to have an adverse effect upon the adjacent park property.

4. No one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

The proposal will benefit a single property owner; however, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance and modification of the PUD Master Plan.

5. Conditions affecting the area have changed to a sufficient extent to warrant an amendment to City's Zoning Map.

The Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant the addition of a mixed-density residential PUD to the City's zoning map. Between the decennial censuses of 2010 and 2020, the city's population grew at nearly twice the rate of its housing inventory. Demand for both rental and owner-occupied housing in Columbia has increased faster than supply.

6. There are adequate schools, roads, parks, wastewater treatment facilities, water supply, and stormwater drainage facilities to support this zoning change.

Upon the advice of city staff, this request went through staff technical review twice. Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, some plans of service contain caveats or identify the need for the applicant to provide additional analysis.

- *The City of Columbia Public Works Department provided a Plan of Service for sanitation, as well as maintenance of streets and drainage systems, for the proposed development.*
- *Columbia Power and Water Systems (CPWS) has indicated that it will provide electrical service to the proposed development.*
- *The Fire Marshall has indicated that there is adequate water available and pressure.*
- *The City Engineer required a traffic impact study as part of the PUD Master Plan*

application. At resubmittal, the applicant provided a concurrence letter identifying off-site improvements to be made by the developer in order to maintain the current level of service.

- *Maury County Schools did provide comments regarding impacts to the school system. Specifically, the Maury County Schools is reviewing its capacity to serve the proposed development at its facilities in Columbia and Mt. Pleasant. Students living in the proposed development may be assigned to Mt. Pleasant attendance zones.*
- *The City of Columbia Wastewater System indicated flow monitoring will be required at the applicant's expense. Is likely that gravity lines in the area will require major upgrades in order to serve the development.*
- *CPWS (Water) indicated that it has infrastructure in place to serve the proposed development with domestic water.*
- *CPWS (Power) has indicated that it will serve the proposed development.*

Preliminary PUD Master Plan:

Staff reviewed the request for approval of a Preliminary PUD Master Plan for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

3.20.2 CONSISTENCY WITH AREA DEVELOPMENT PLANS

No PUD shall be approved unless all plans for development are found to be consistent with the then current issue of the General Plan of Columbia and any adopted special development plan for the area in which the development is proposed. The Planning Commission shall make a formal, written finding regarding the consistency of any proposed PUD, said report to include findings that the development:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance; and
- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

3.20.5 COMBINATION OF SEPARATE TYPES OF PUDS

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

3.20.8 CONSISTENCY WITH PUD STANDARDS

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

Staff's review of Section 3.20.2 in relation to this request finds the following:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
The future land use policy outlined in Connect Columbia is "Suburban Neighborhood" that aligns with an RS-6 PUD master plan.
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance;

As discussed in the summary of zoning standards above, it is feasible to implement the Preliminary PUD Master Plan in accordance with the Zoning Ordinance provided the Planning Commission and City Council grant the deviations from strict application of the limited use standards of the Ordinance pertaining to parking for townhomes.

- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

As discussed in the analysis of Section 3.18.7.B.3 above, the Planning Commission may condition its recommendation on revisions to the Master Plan designed to mitigate any identifiable adverse impacts on other properties.

Staff's review of Section 3.20.5 in relation to this request finds the following:

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

The proposed PUD Master Plan includes residential uses of densities and open space that are permissible within an RS-6 base zoning district.

Staff's review of Section 3.20.8 in relation to this request finds the following:

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

- *The proposed PUD Master Plan conforms to the maximum permitted densities identified in Section 7.3.5 of the Zoning Ordinance.*

AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE OLD ZION ROAD PUD MASTER PLAN LOCATED OFF TROTWOOD AVENUE AT TAX MAP 112 PARCELS 2.03, 9, 10.01 AND 10.07

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by approving the Old Zion Road PUD Master Plan for properties off Trotwood Avenue, at Tax Map 112 Parcels 2.03, 9, 10.01 and 10.07.

Section 2: Said Planned Unit Development Master Plan is located in the Eighth and Ninth Civil Districts of Maury County, Tennessee, within the corporate limits of the City of Columbia. The PUD Master Plan, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A". The façade elevations for the PUD Master Plan, which are attached hereto and incorporated herein by reference, are identified as Exhibit "B".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval on the 12th day of April, 2023, and after a public hearing held on the 8th day of June, 2023, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

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

- a. The proposed PUD Master Plan is in agreement with the Comprehensive plan and any applicable local area plans;
- b. It has been determined that the legal purposes for which zoning exists have not been contravened;

- c. The proposed PUD Master Plan will have no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 8th day of June, 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 on 1st consideration _____

Passed on 2nd consideration: _____



**OLD ZION RD. PRELIMINARY
PUD MASTERPLAN**
FOR
ENCOMPASS LAND GROUP, LLC.
COLUMBIA, TENNESSEE

Scale:	1"=300'
Date:	3/15/23
Approved By:	TF
Revisions:	

Drawing Title:
**EXISTING
CONDITIONS**

Drawing No.
C0.0
Project No.
21-0244



Nashville - Murfreesboro - Chattanooga
ragansmith.com

**OLD ZION RD. PRELIMINARY
PUD MASTERPLAN**
FOR
ENCOMPASS LAND GROUP, LLC.

Scale:

Date 8/15/23

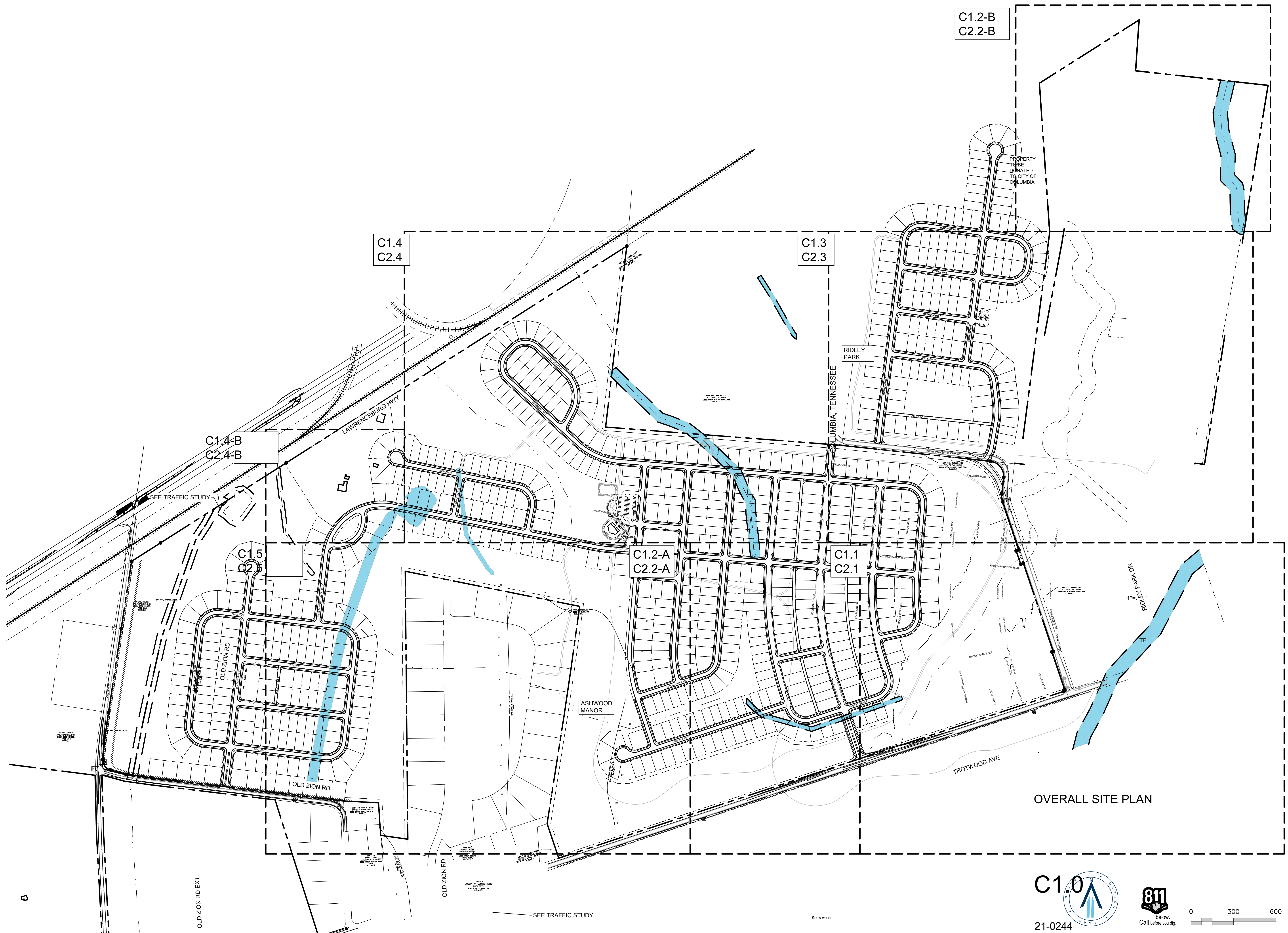
Approved By:

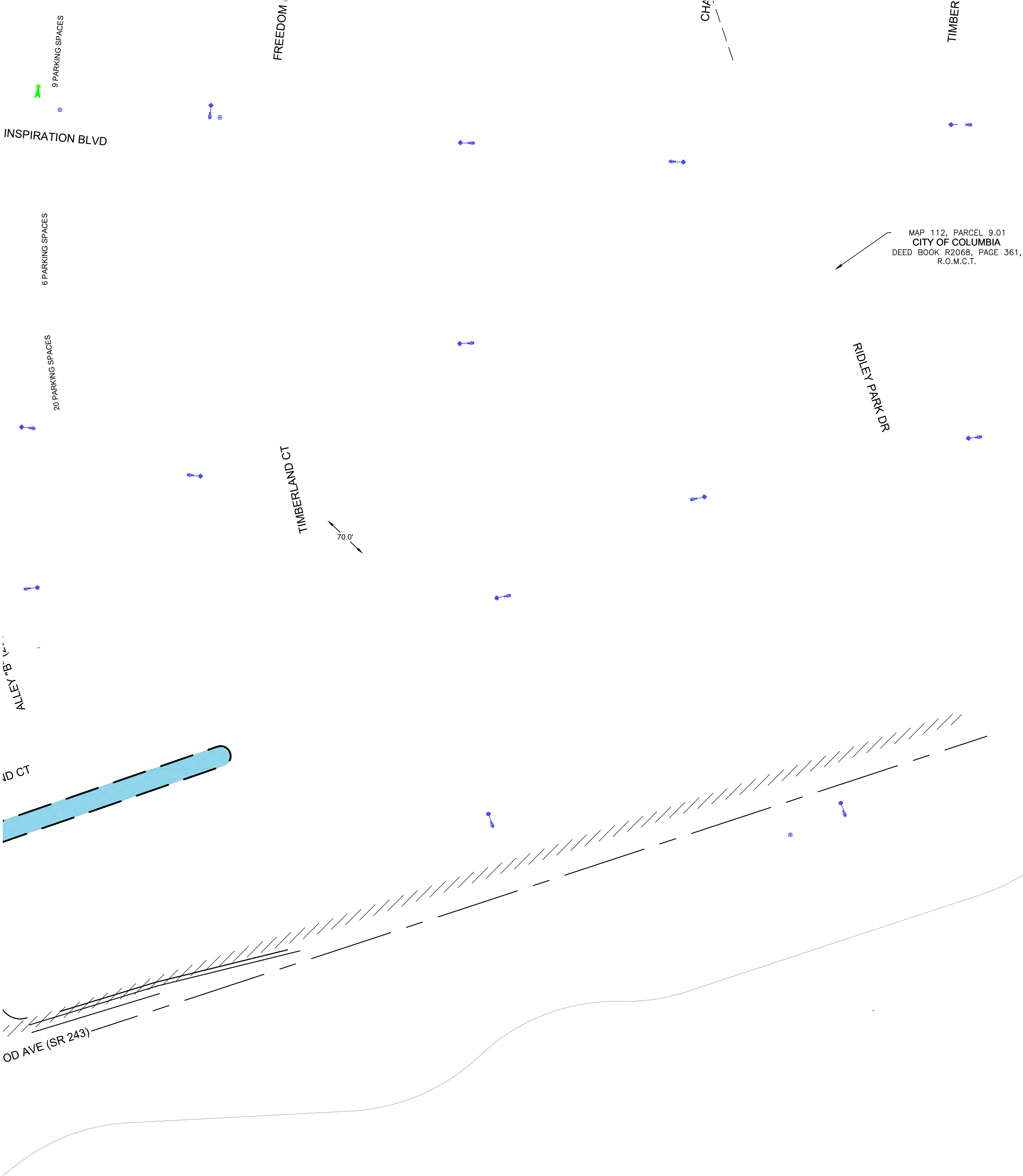
Revisions:

Drawing Title:

Drawing No.

Project No.





MAP 112, PARCEL 9.01
CITY OF COLUMBIA
DEED BOOK R2068, PAGE 361,
R.O.M.C.T.



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OLD ZION RD. PRELIMINARY
PUD MASTERPLAN
FOR
ENCOMPASS LAND GROUP, LLC.

COLUMBIA, TENNESSEE

Scale: 1"=100'

Date:

Approved By: TF

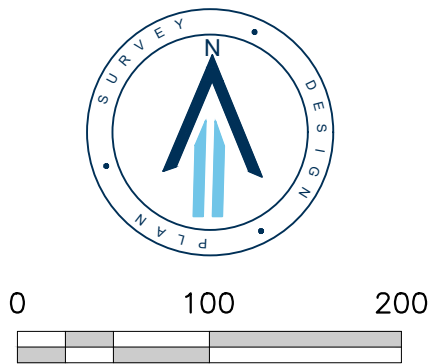
Revisions:

Drawing Title:

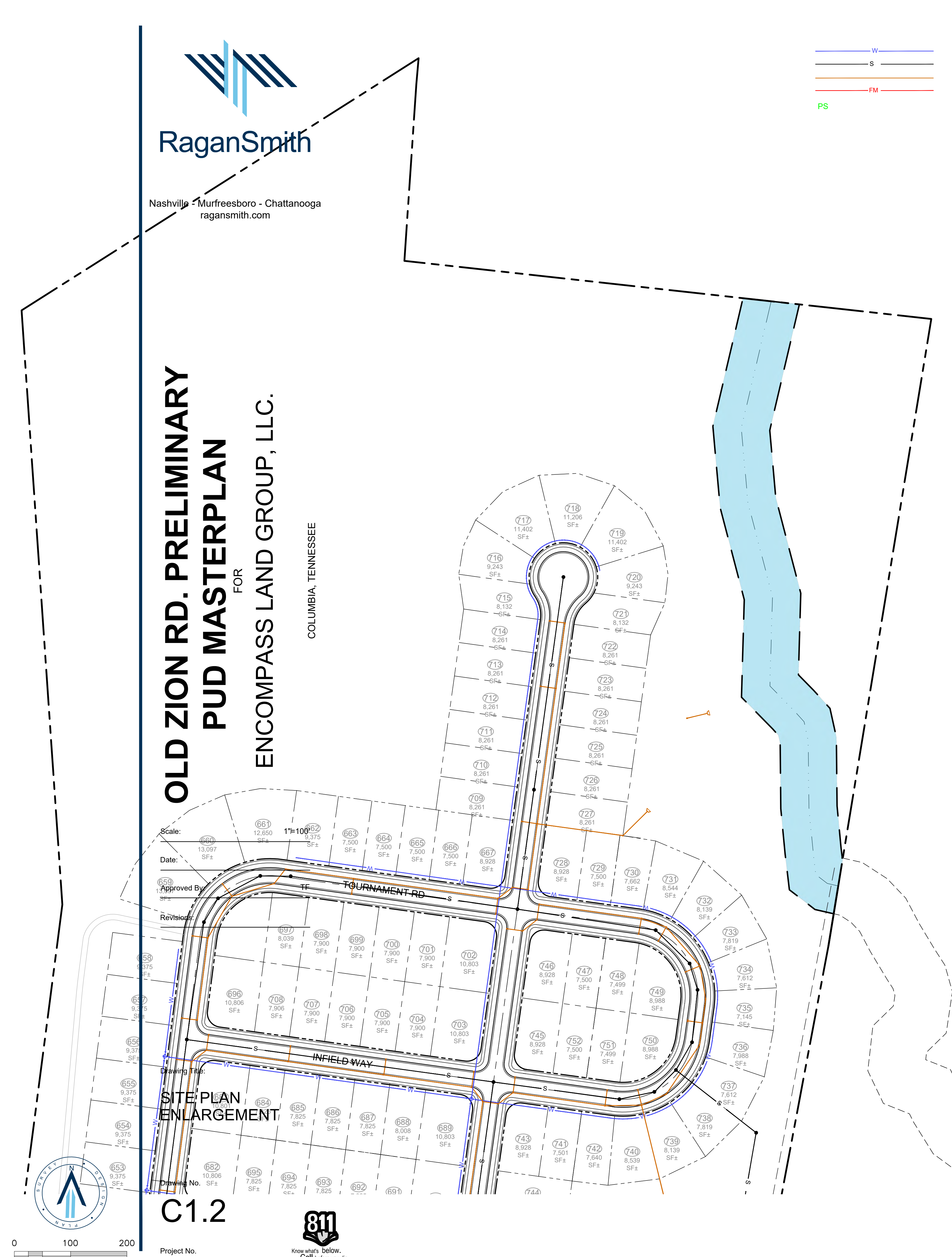
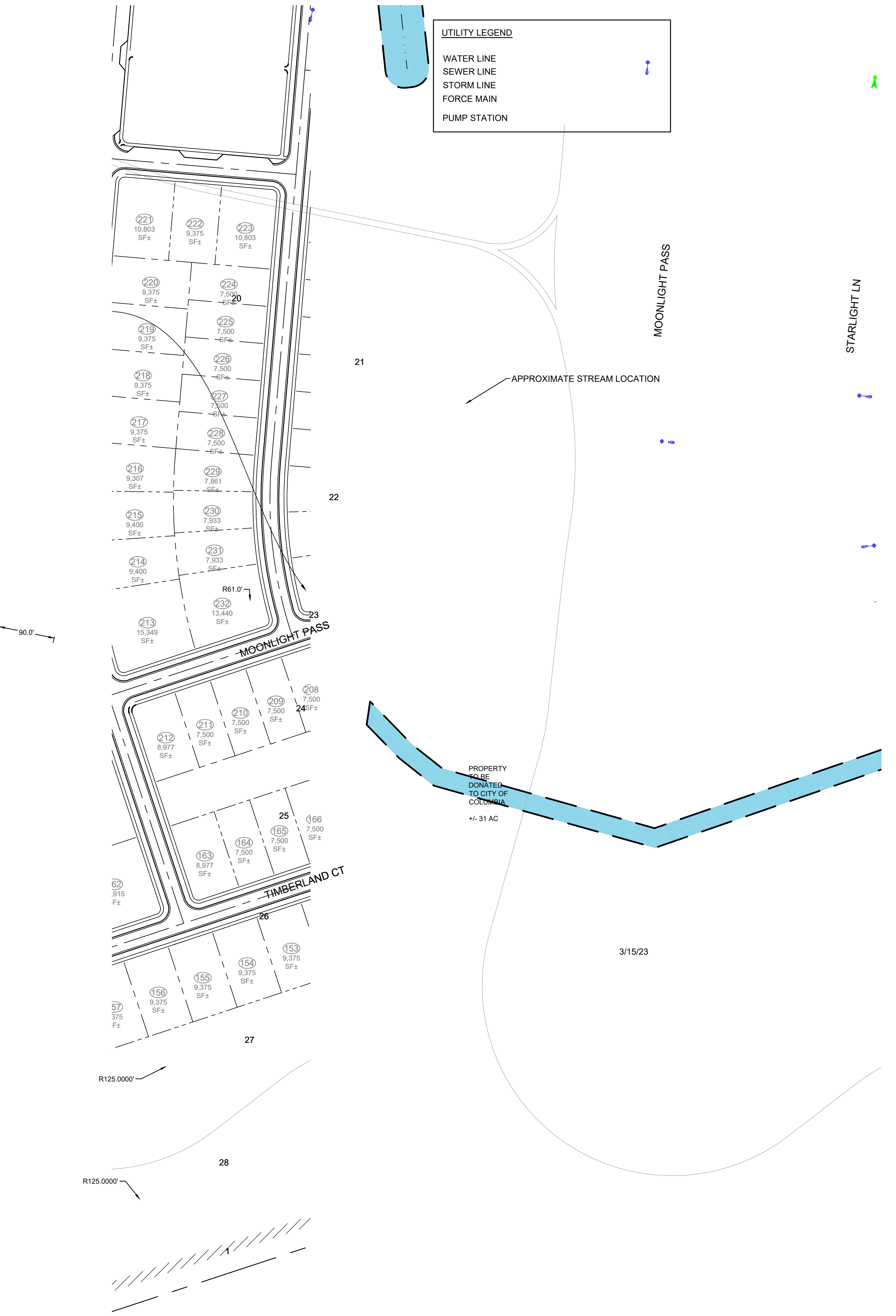
SITE PLAN
ENLARGEMENT

Drawing No.
C1.1

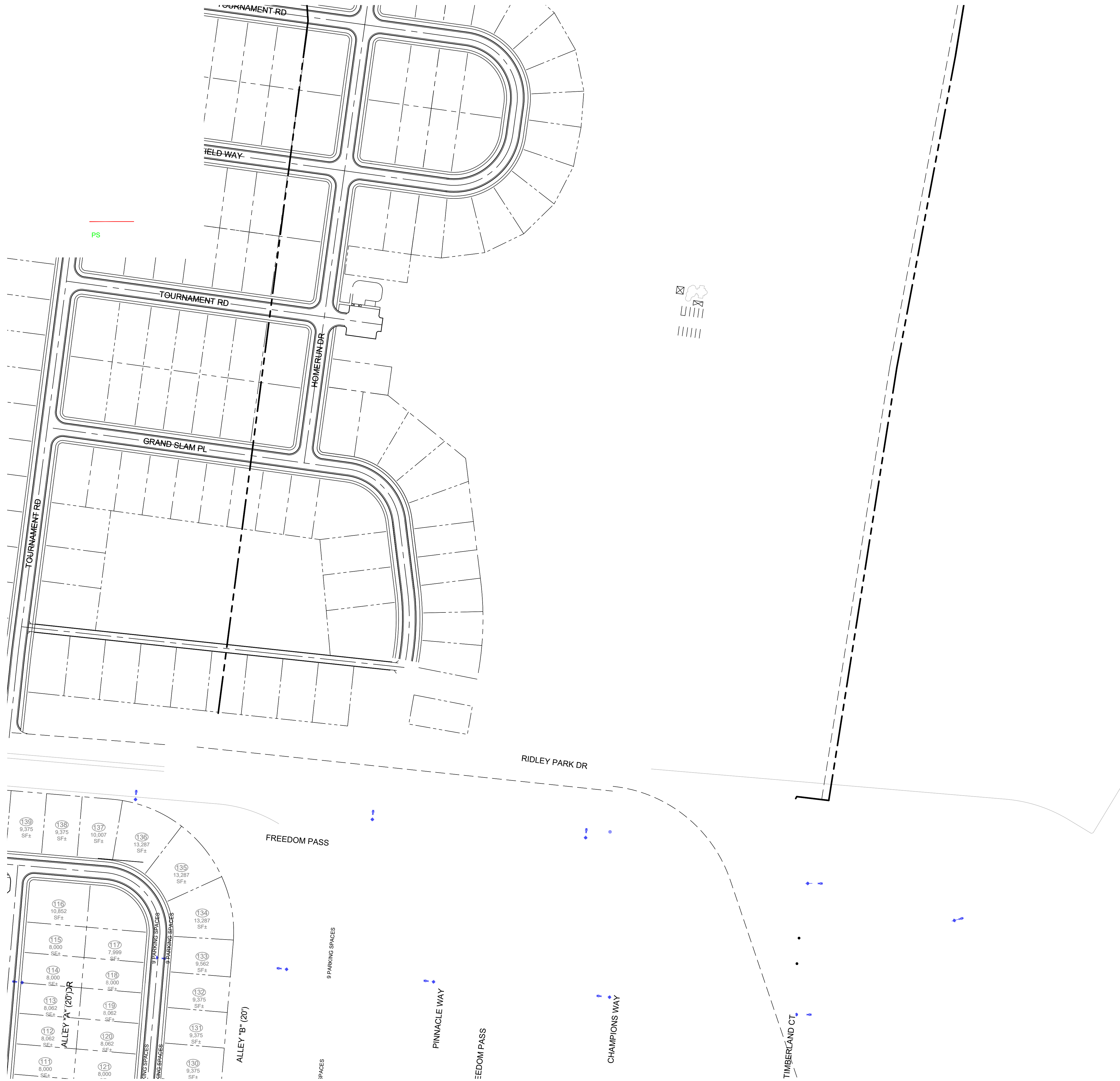
Project No.
21-0244

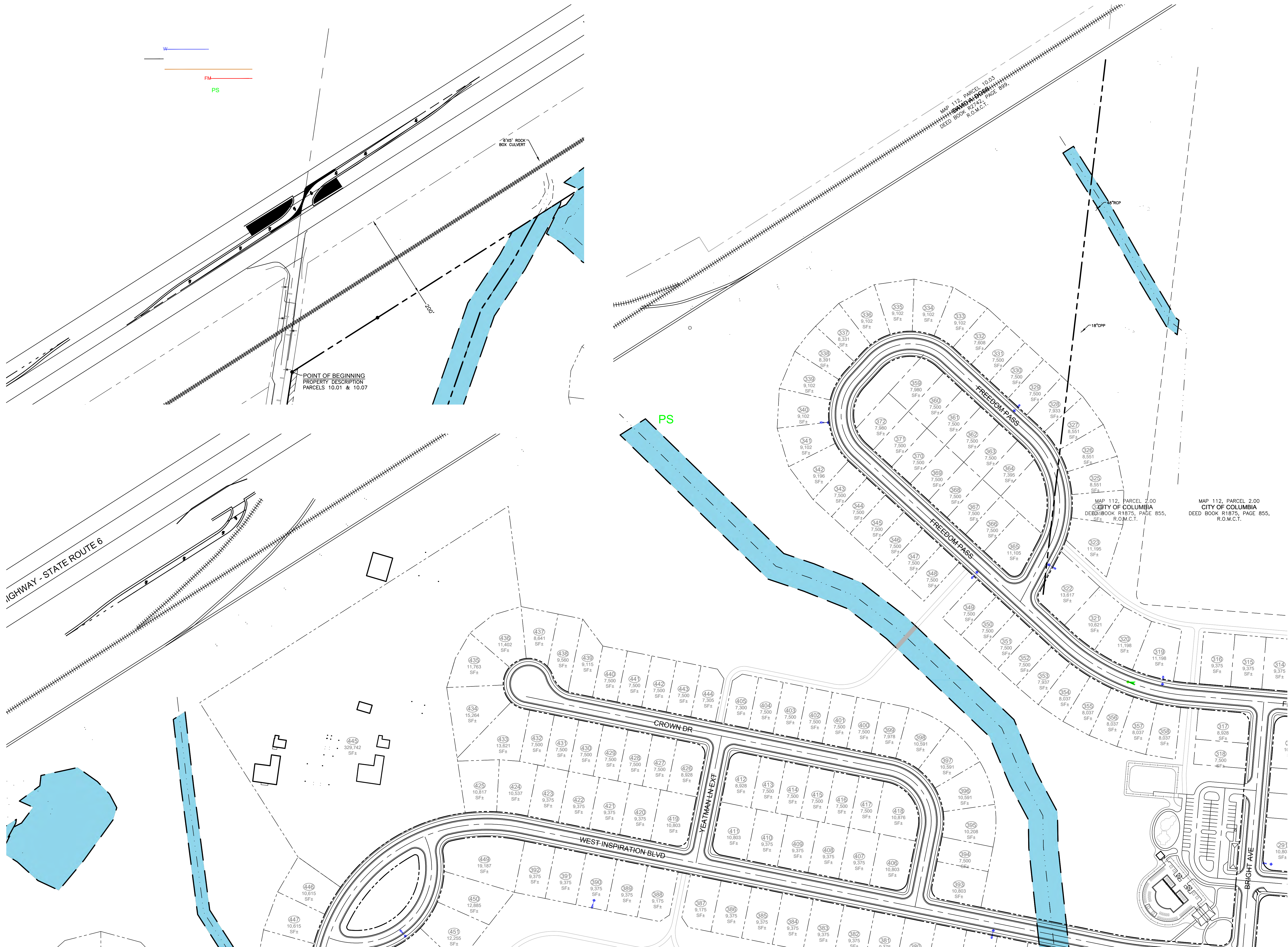


W
S
FM
PS

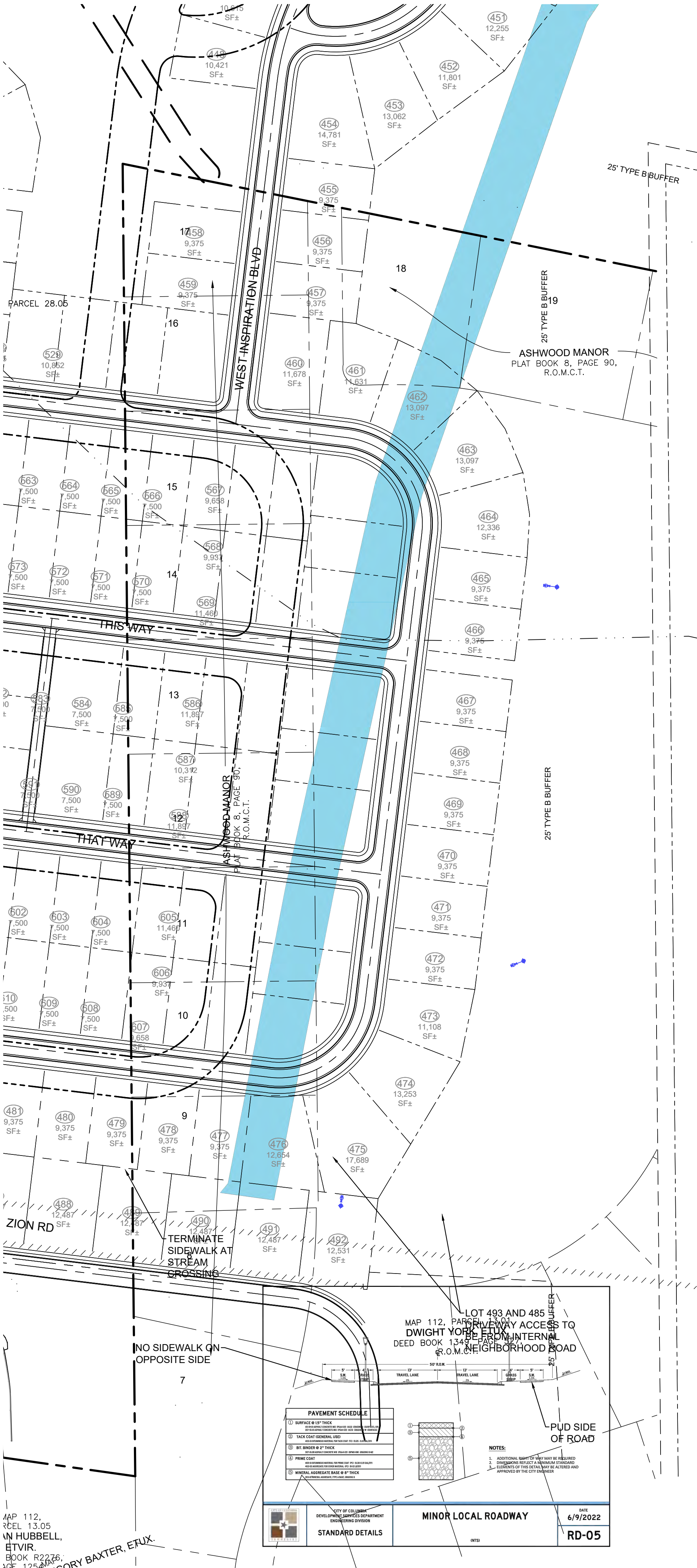


C1.2-B





3/15/23



OLD ZION RD. PRELIMINARY
PUD MASTERPLAN
FOR
ENCOMPASS LAND GROUP, LLC.

Scale: 1"=100'
Date:
Approved By: TF

SUPPLEMENTAL
PLANTING ZONE 2:
MINIMUM 3 CANOPY AND
3 ACCENT TREES PER
200 LINEAR FEET OF
PROPERTY LINE.

TERMINATE
SIDEWALK AT
EXISTING ROW

Drawing Title:
SITE PLAN
ENLARGEMENT

Drawing No.
C1.5
Project No.
21-0244



0 100 200



MAP 112,
PARCEL 13.05
SUSAN HUBBELL,
ETVIR.
DEED BOOK R2226,
PAGE 125

17
16
15
14
13
12
11
10
9
8
7

W
S
FM
PS

ASHWOOD MANOR
PLAT BOOK 8, PAGE 90,
R.O.M.C.T.

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ASHWOOD
MANOR
(COUNTY)

25' TYPE B BUFFER

25' TYPE B BUFFER

ASHWOOD MANOR
PLAT BOOK 8, PAGE 90,
R.O.M.C.T.

25' TYPE B BUFFER

ASHWOOD MANOR
PLAT BOOK 8, PAGE 90,
R.O.M.C.T.

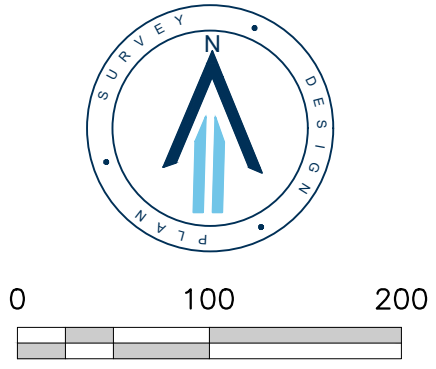
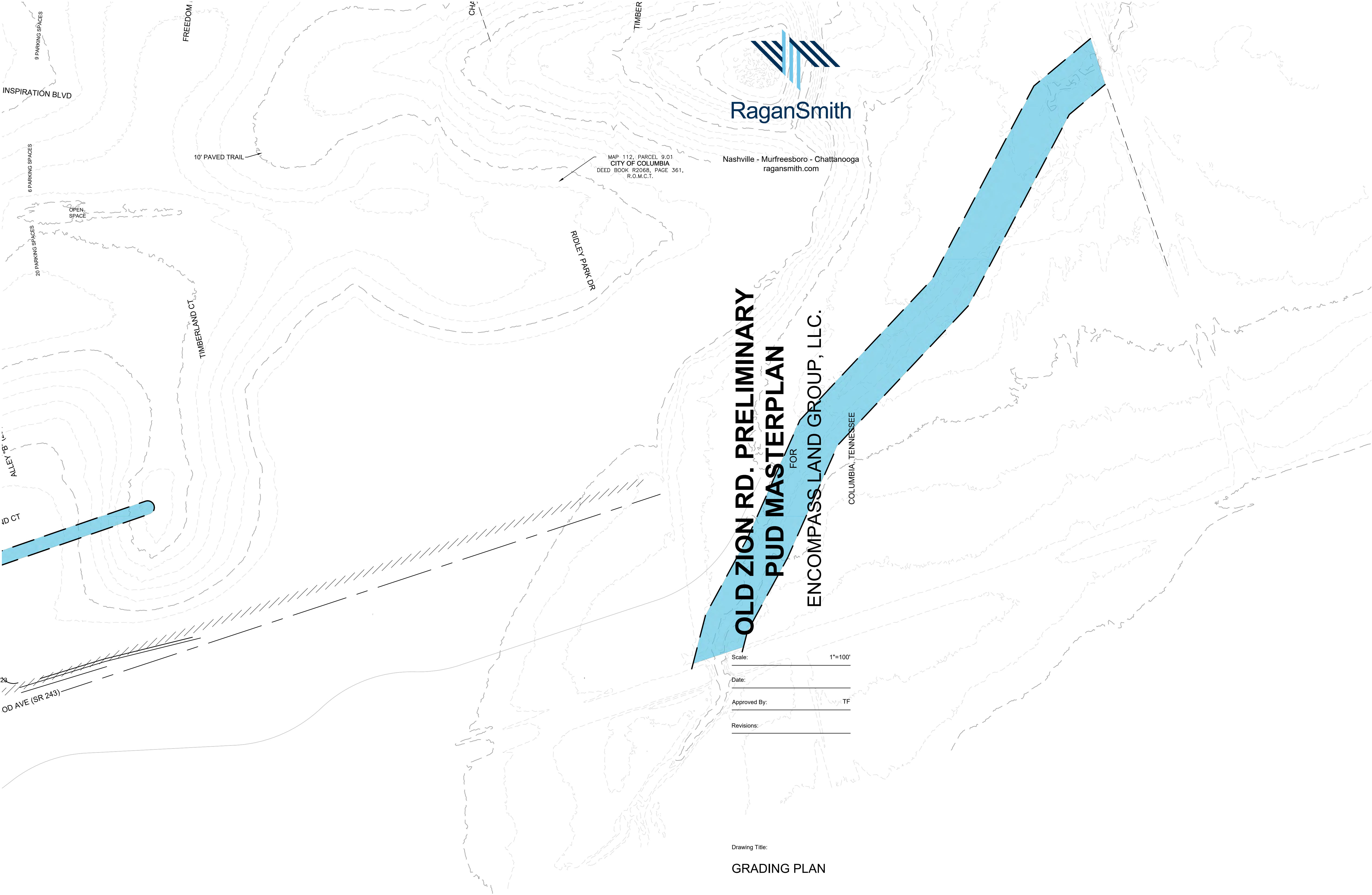
PAVEMENT SCHEDULE	
1	1" SURFACE @ 1" THICK
2	1" BASE @ 1" THICK
3	1" SUBGRADE @ 1" THICK
4	1" TOTAL GENERAL
5	1" TOTAL GENERAL
6	1" TOTAL GENERAL
7	1" TOTAL GENERAL
8	1" TOTAL GENERAL
9	1" TOTAL GENERAL
10	1" TOTAL GENERAL



MINOR LOCAL ROADWAY

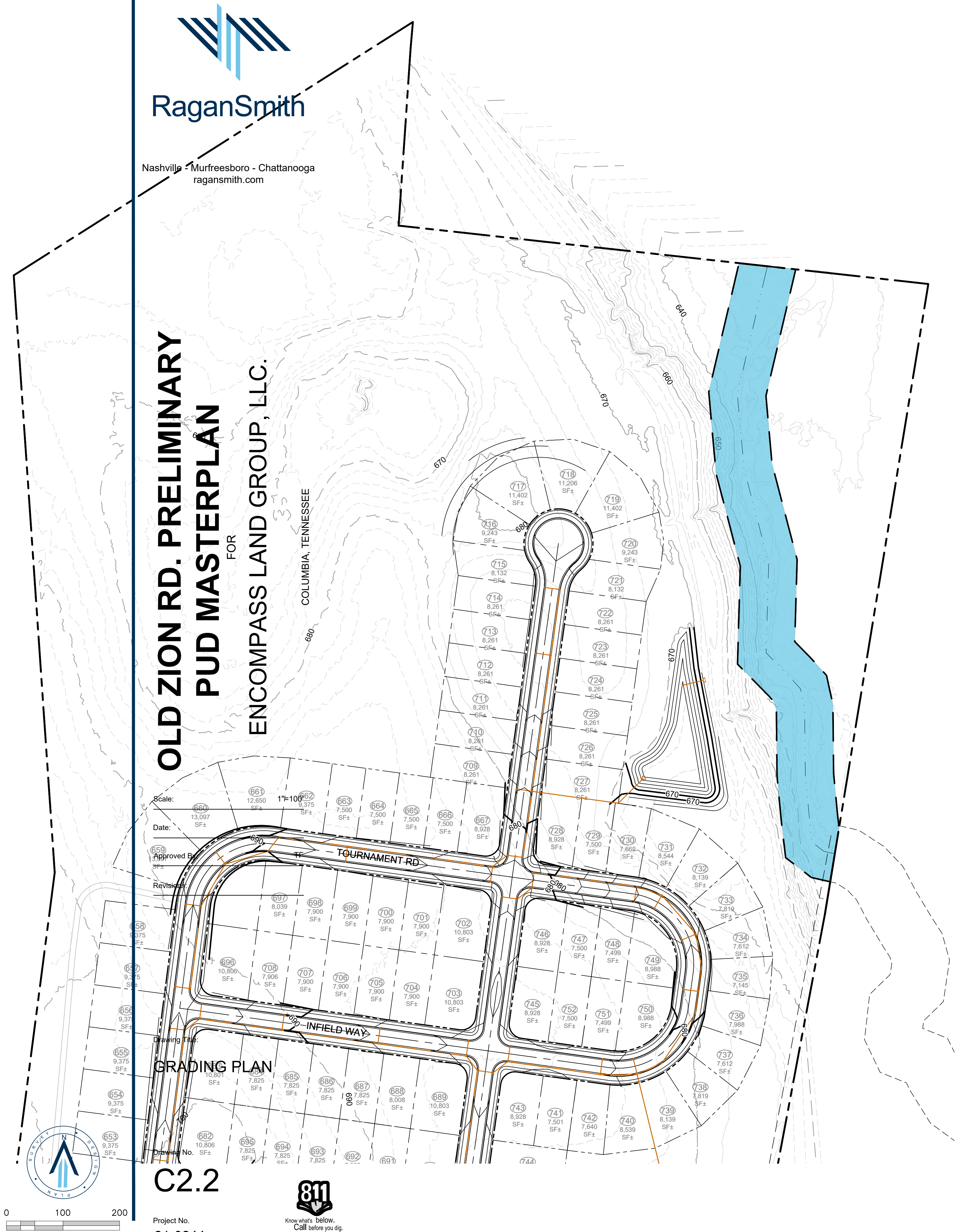
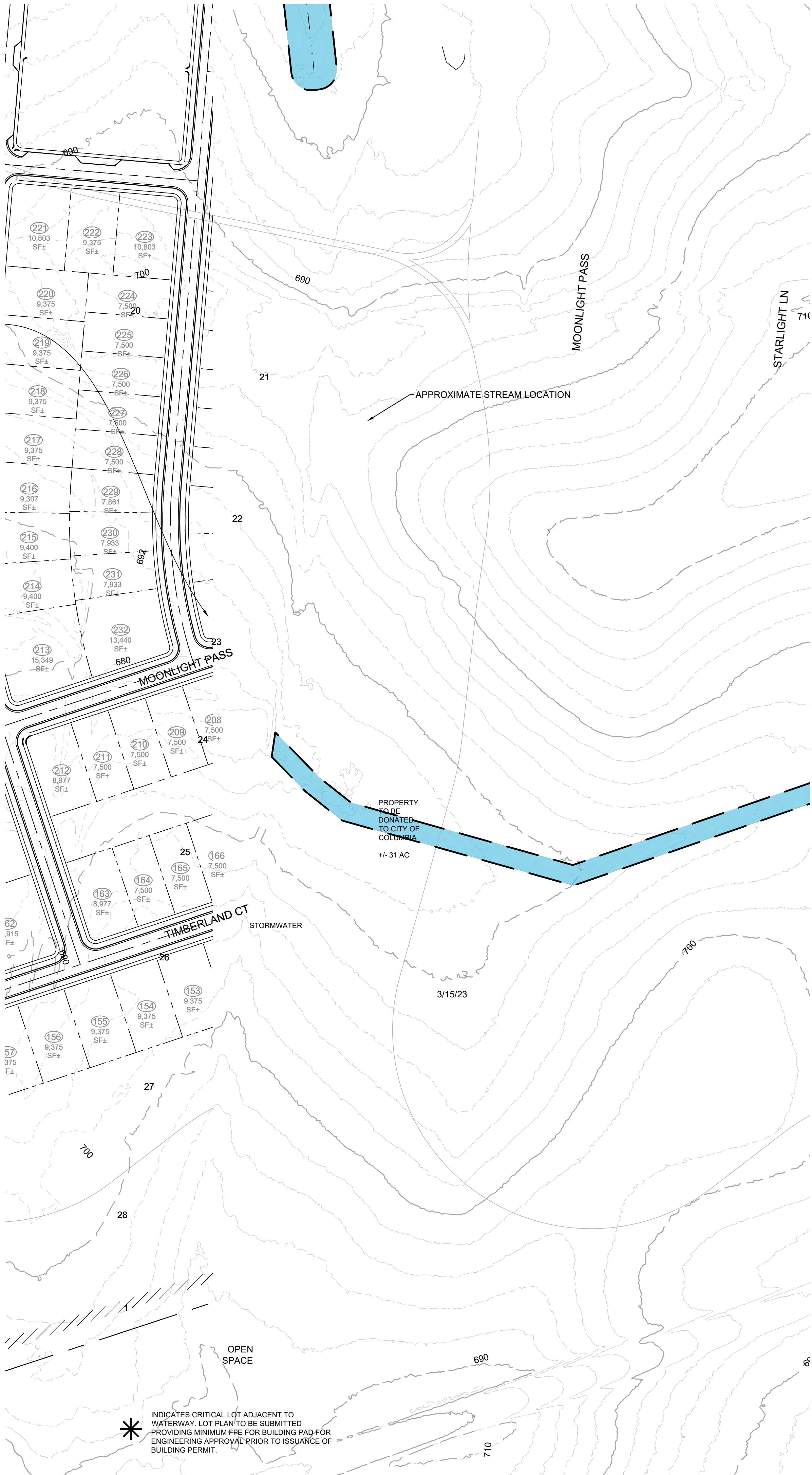
RD-05

MAP 112,
PARCEL 13.01



Drawing No.
C2.1
Project No.
21-0244







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Nashville - Murfreesboro - Chattanooga
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OLD ZION RD. PRELIMINARY
PUD MASTERPLAN
FOR
ENCOMPASS LAND GROUP, LLC.

COLUMBIA, TENNESSEE

ASHWOOD
MANOR
(COUNTY)

Scale: 1"=100'

Date:

Approved By: TF

Revisions:

Drawing Title:
GRADING PLAN

Drawing No.
C2.5

Project No.
21-0244



Know what's below.
Call before you dig.

MAP 112, PARCEL 13.05
SUSAN HUBBELL,
ETVIR.
DEED BOOK R2226,
PAGE 125



INDICATES CRITICAL LOT ADJACENT TO
WATERWAY. LOT PLAN TO BE SUBMITTED
PROVIDING MINIMUM FFE FOR BUILDING PAD FOR
ENGINEERING APPROVAL PRIOR TO ISSUANCE OF
BUILDING PERMIT.

MAP 112, PARCEL 13.05
SUSAN HUBBELL,
ETVIR.
DEED BOOK R2226,
PAGE 125



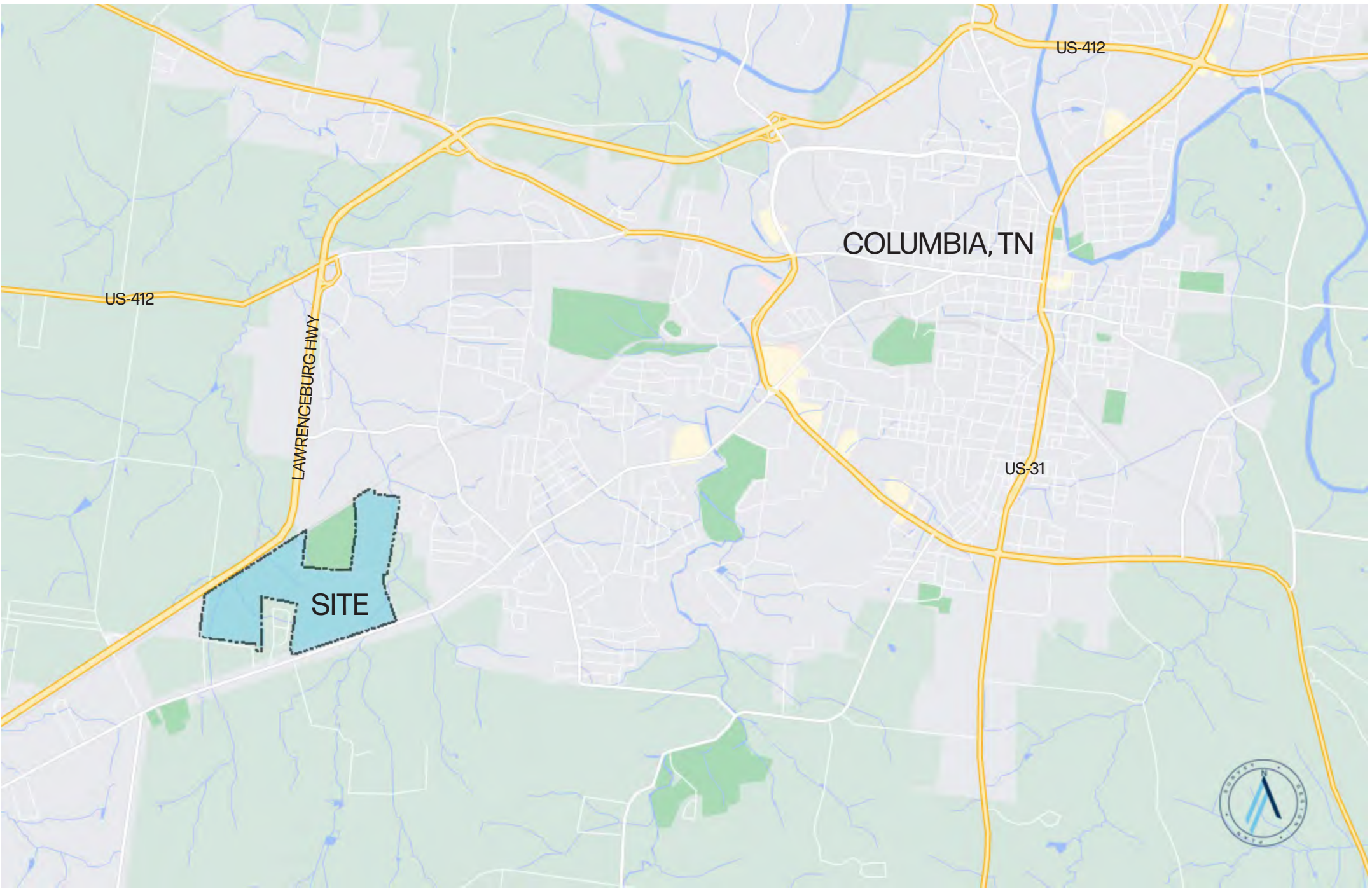
0 100 200

MAP 112, PARCEL 13.01

MAP 112, PARCEL 13.01
DWIGHT YORK, ETUX.
DEED BOOK 1349, PAGE 527,
R.O.M.C.T.

ASHWOOD MANOR
PLAT BOOK 8, PAGE 90,
R.O.M.C.T.

ASHWOOD MANOR
PLAT BOOK 8, PAGE 90,
R.O.M.C.T.



EXISTING HOME TO REMAIN

PRELIMINARY PUD PLANS
FOR
OLD ZION ROAD
FOR
ENCOMPASS LAND GROUP

DRAWING TITLE:
COVER SHEET

DRAWING NUMBER:
CVR

CONTACTS

OWNER/DEVELOPER
ANDREW ETHRIDGE, VICE PRESIDENT
Willow Branch Homes
1718 General George Patton Dr.
Brentwood, TN, 37027
(615) 499-9887
aethridge@elg-tn.com

CIVIL ENGINEERING
MARK MERRILL
RaganSmith
315 Woodland St
Nashville, TN 31206
(615) 244-8591
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TRANSPORTATION ENGINEERING
BRANDON BAXTER, P.E.
RaganSmith
315 Woodland St
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(615) 244-8591
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LAND PLANNING
JAY EASTER
RaganSmith
315 Woodland St
Nashville, TN 37206
(615) 244-8591
jeaster@ragansmith.com

INDEX OF SHEETS

SHEET DESCRIPTION
CVR COVER SHEET

EXHIBITS	
1.0	PARCELS
2.0	LOCATION MAP
3.0	ANNEXATION EXHIBIT
4.0	LAND USE
5.0	REZONING EXHIBIT
6.0	OVERALL MASTERPLAN
7.0	OPEN SPACE AND PEDESTRIAN PLAN
8.0	OPEN SPACE - AMENITY PLAN A
9.0	OPEN SPACE - AMENITY PLAN B
10.0	BUFFER PLAN
11.0	LOT TYPICALS AND SETBACKS
12.0	TYPICAL ROADWAY CROSS-SECTIONS
13.0	MASTERPLAN ENLARGEMENT
14.0	MASTERPLAN ENLARGEMENT
15.0	MASTERPLAN ENLARGEMENT
16.0	MASTERPLAN ENLARGEMENT
17.0	MASTERPLAN ENLARGEMENT

ARCHITECTURAL IMAGERY & EXHIBITS	
A1	ARCHITECTURAL IMAGERY - SINGLE FAMILY
A2	ARCHITECTURAL IMAGERY - SINGLE FAMILY
A3	STREETSCAPE CHARACTER - 60' LOTS
A4	STREETSCAPE CHARACTER - 75' LOTS
E1	SPORTS LIGHTING PHOTOMETRIC IMPACT

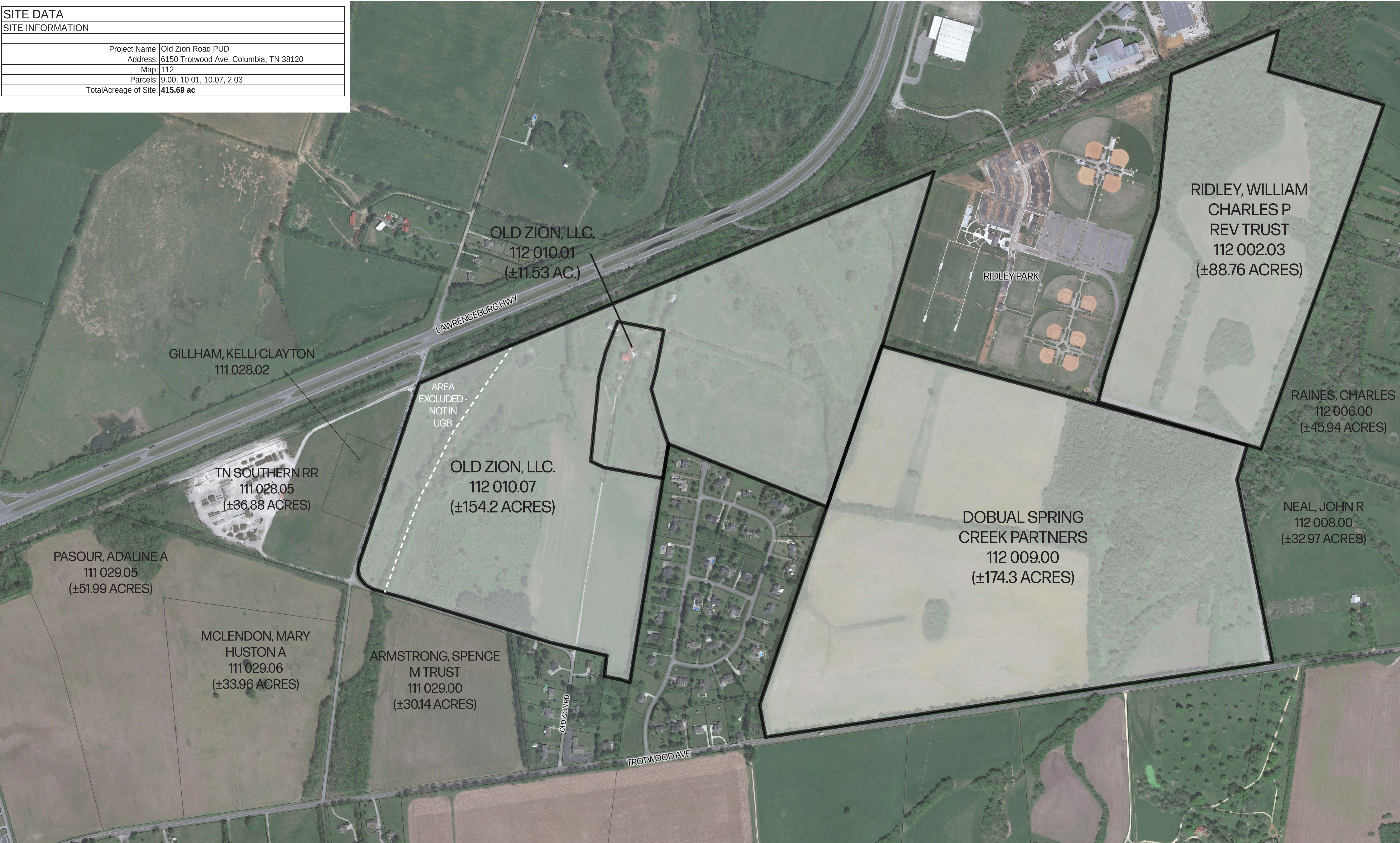
SITE PLANS	
C0.0	EXISTING CONDITIONS
C1.0	OVERALL SITE PLAN
C1.1	SITE PLAN ENLARGEMENT
C1.2	SITE PLAN ENLARGEMENT
C1.3	SITE PLAN ENLARGEMENT
C1.4	SITE PLAN ENLARGEMENT
C1.5	SITE PLAN ENLARGEMENT
C2.1	GRADING PLAN
C2.2	GRADING PLAN
C2.3	GRADING PLAN
C2.4	GRADING PLAN

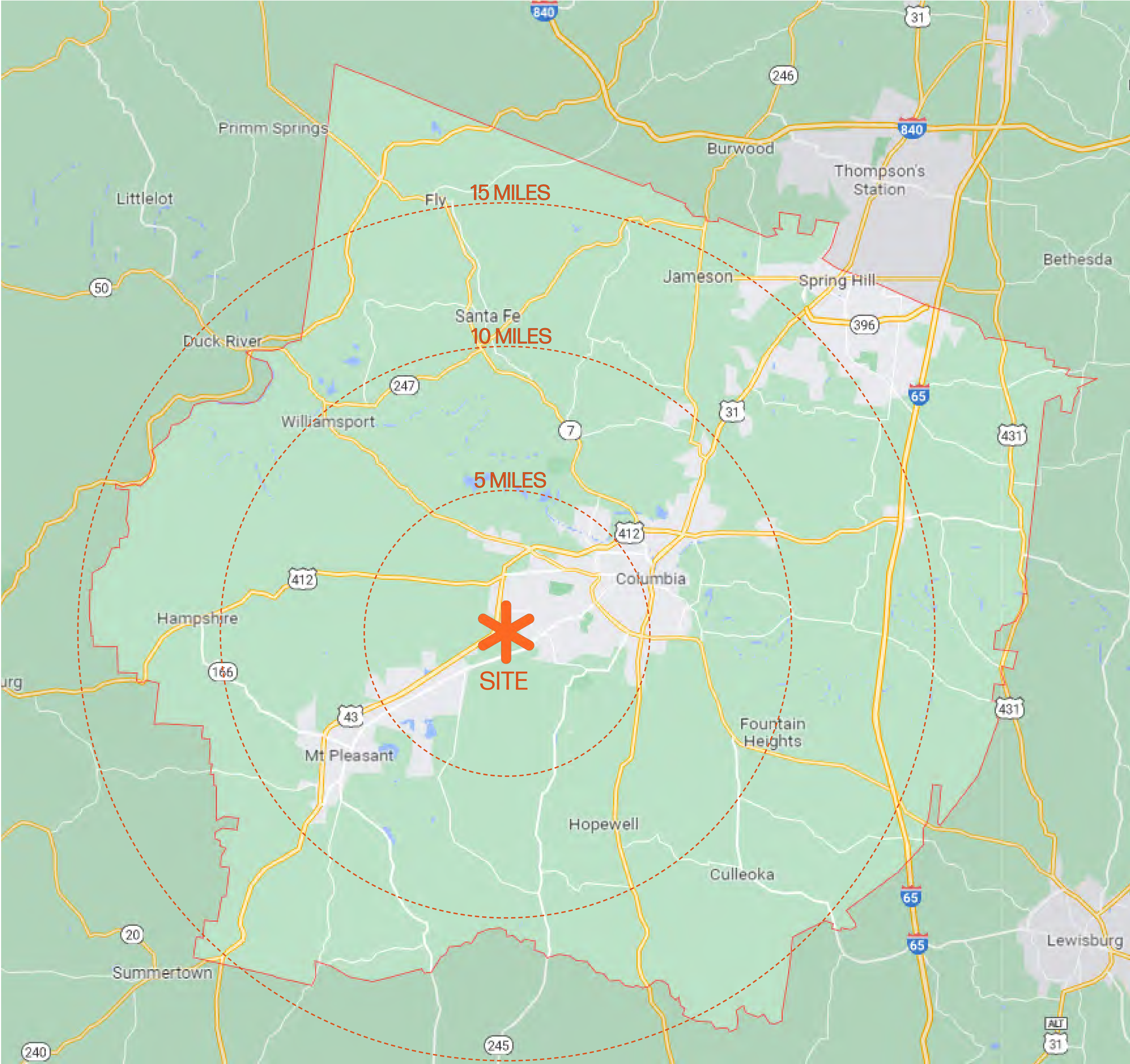
SITE DATA

SITE INFORMATION	
Project Name: Old Zion Road PUD	
Address: 6150 Trotwood Ave. Columbia, TN 38120	
Map: 112	
Parcels: 9.00, 10.01, 10.07, 2.03	
Total Acreage of Site: 415.69 ac	
(total) Internal Right of Way Dedication: 55.98 ac	
(total) Adjusted Site Acreage: 359.71 ac	
(total) Area Within Lots 170.23 ac	
Dedicated Open Space: 189.48 ac (+/- 45% of total site area)	
Gross Density: 1.84 D.U./ AC	
REGULATIONS	
Current Zoning: A2 (Maury County)	
Proposed Zoning: PUD-R (RS6 base)	
Unit Counts:	
Single Family Lots: ± 765 (one existing)	

NOTE:
ALL CONNECTIONS TO EXISTING COUNTY ROADS AND ROW ARE SUBJECT TO THE APPLICABLE PERMITS, FEES, APPROVALS, AND STANDARDS/ SPECIFICATIONS SET FORTH BY THE MAURY COUNTY HIGHWAY DEPARTMENT

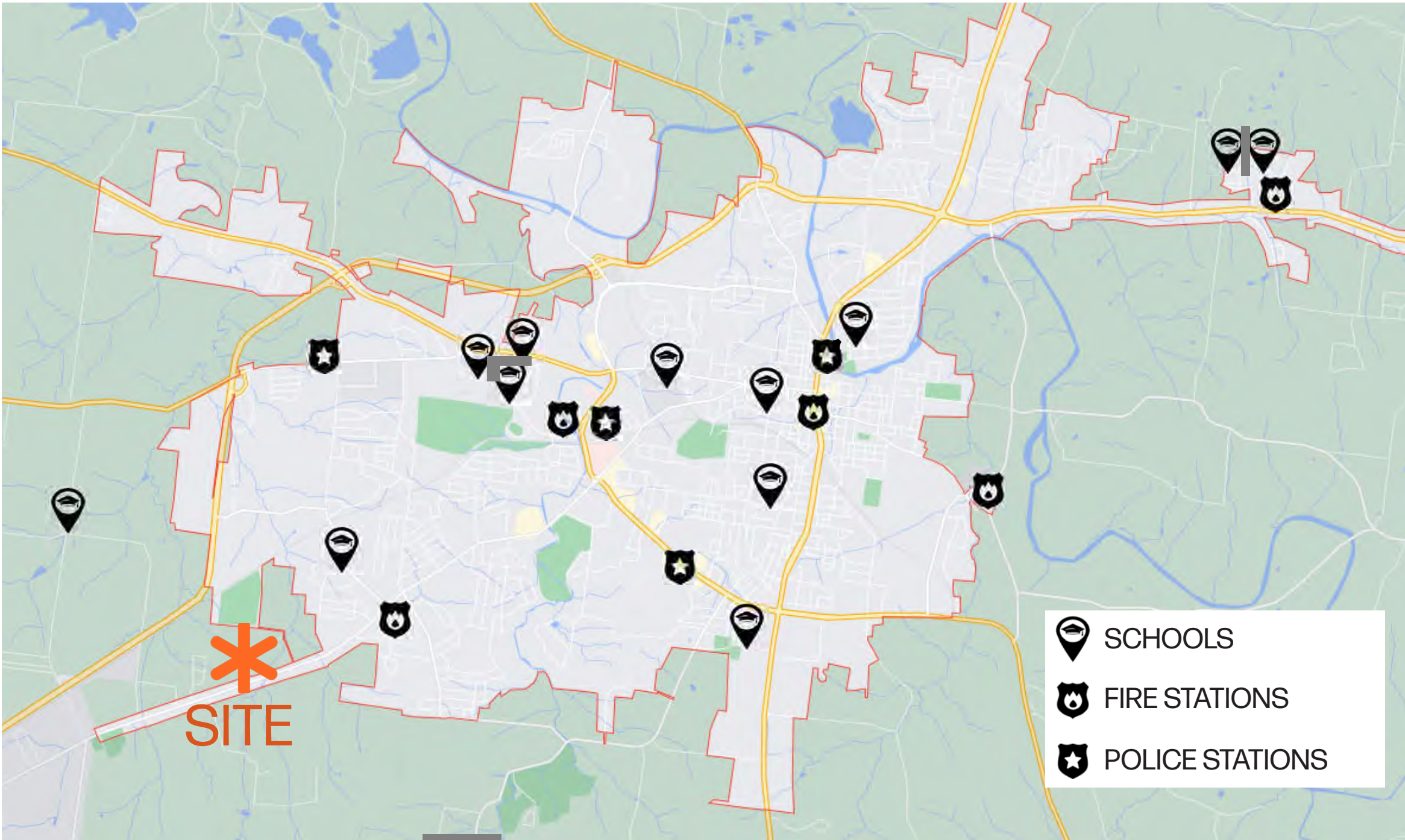
SITE DATA	
SITE INFORMATION	
Project Name:	Old Zion Road PUD
Address:	6150 Trotwood Ave. Columbia, TN 38120
Map:	112
Parcels:	9.00, 10.01, 10.07, 2.03
Total Acreage of Site:	415.69 ac

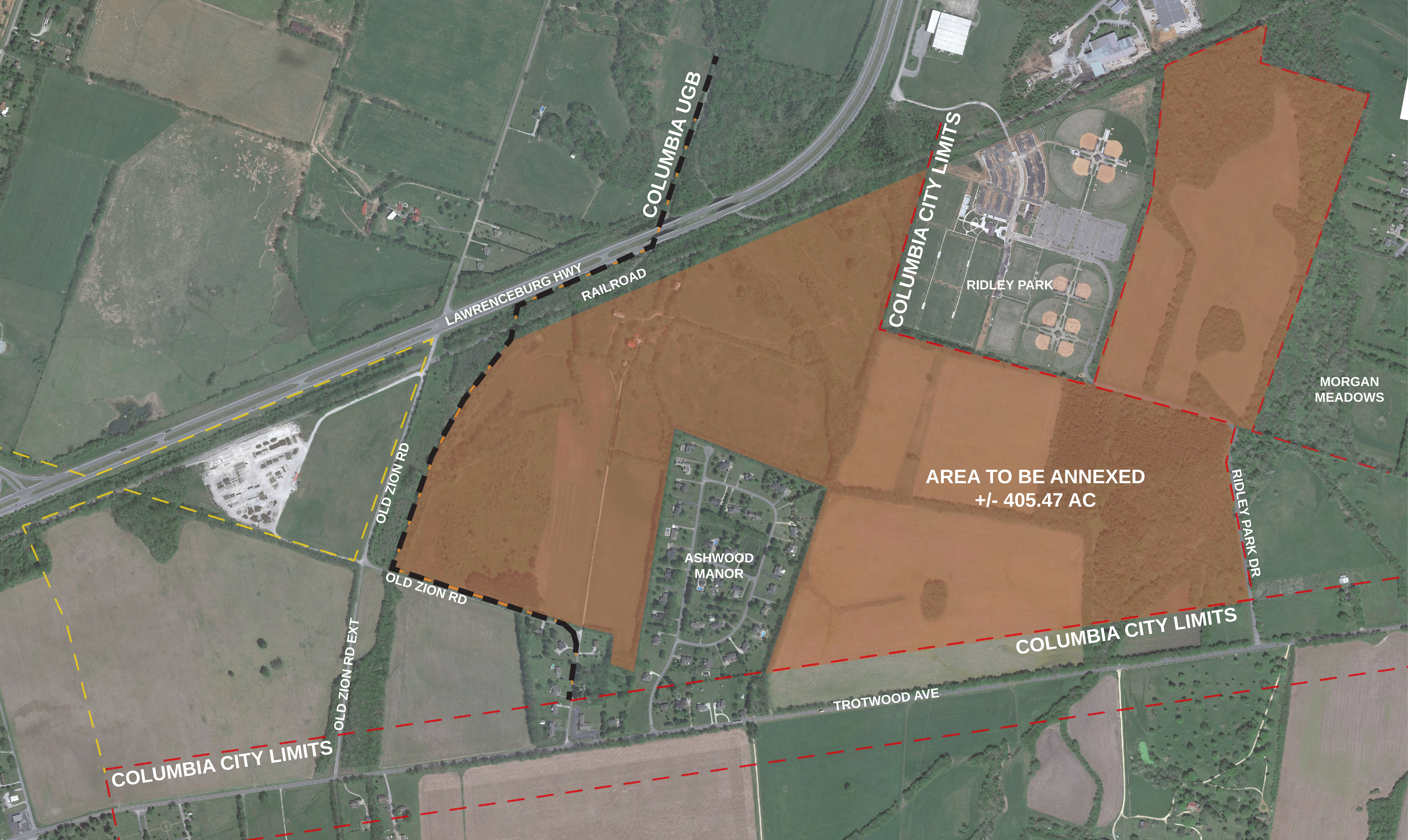


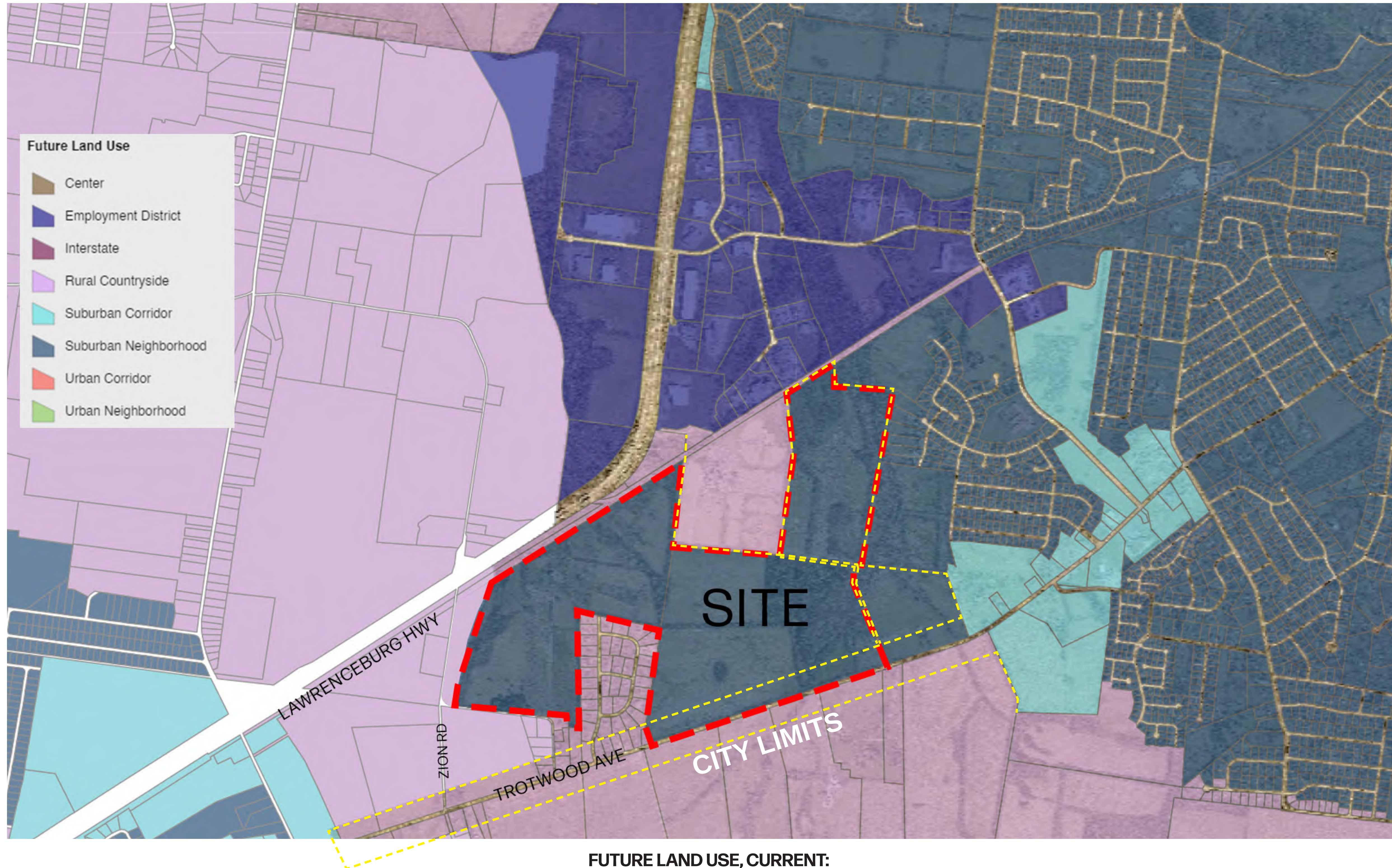


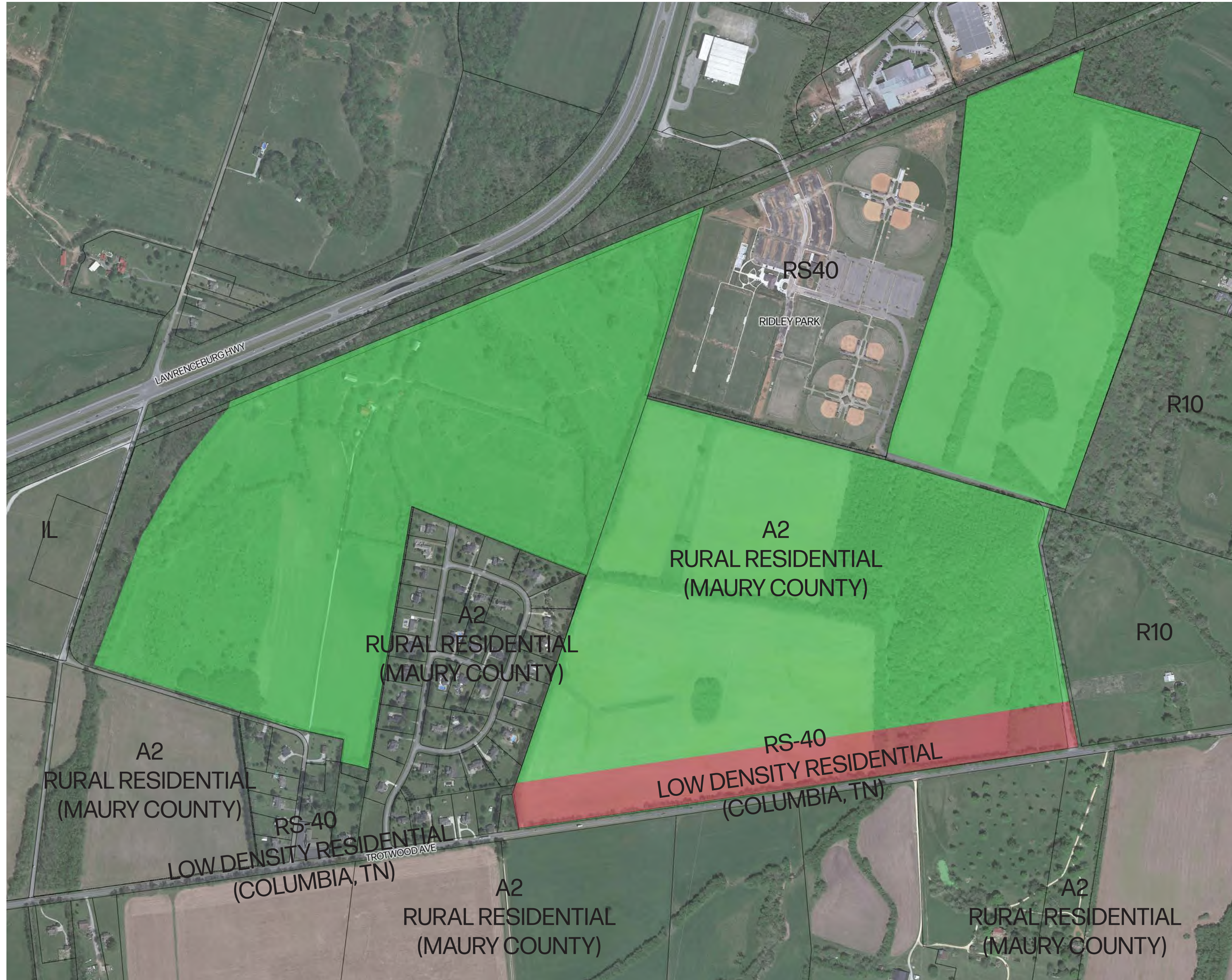
MILEAGE TO SURROUNDING MUNICIPALITIES		
COLUMBIA ...	6	MILES
MOUNT PLEASANT ...	7.5	MILES
SPRING HILL ...	21	MILES
LEWISBURG ...	25	MILES
THOMPSON'S STATION ...	32.5	MILES
FRANKLIN ...	40	MILES
BRENTWOOD ...	47	MILES
NASHVILLE ...	56	MILES

The Old Zion PUD site sits at the south-eastern extent of the City of Columbia, adjacent to Ridley Sports Complex. This site is a half way point between downtown Columbia and downtown Mount Pleasant. As such, the residents would have easy commutes to work in either municipality. This area is within a few miles of multiple City of Columbia schools as well as two fire stations that would serve the residents. Columbia city square is only a 10 minute drive away. Columbia's population continues to grow as families decide to move farther from large cities such as Nashville or Knoxville with an increased opportunity to work from home. Columbia is currently growing over 2% per year, and is on pace to have more than ten thousand new residents by the time all phases of this development are completed. This development will have the capacity to house up to a quarter of those new residents and provides a diversity of products that can meet the needs of a wider range of individuals. Due to the growth of the County and the new jobs being created in the area by employers such as GM and Maury Regional Medical Center, paired with the planned widening of Trotwood Avenue to increase its capacity as a major arterial road through the City, the homes located within this site will be much needed and appreciated by future City residents. In addition, the site has been designed to improve the circulation to Ridley Park by offering a direct route with a traffic light. This will help all residents and visitors to the City that visit the Sports Complex for games, tournaments, or weekend leisure to have a safer and more efficient experience.

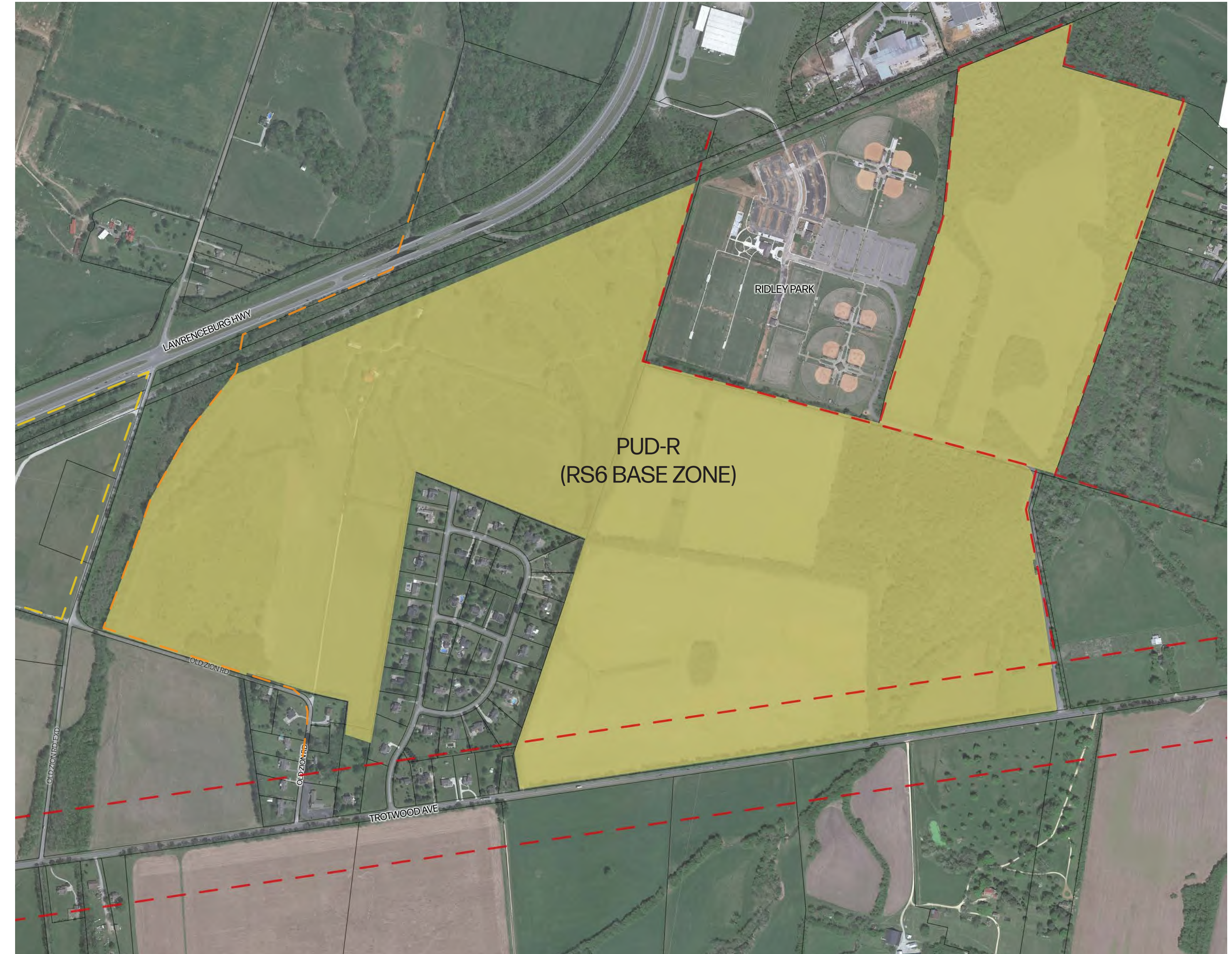




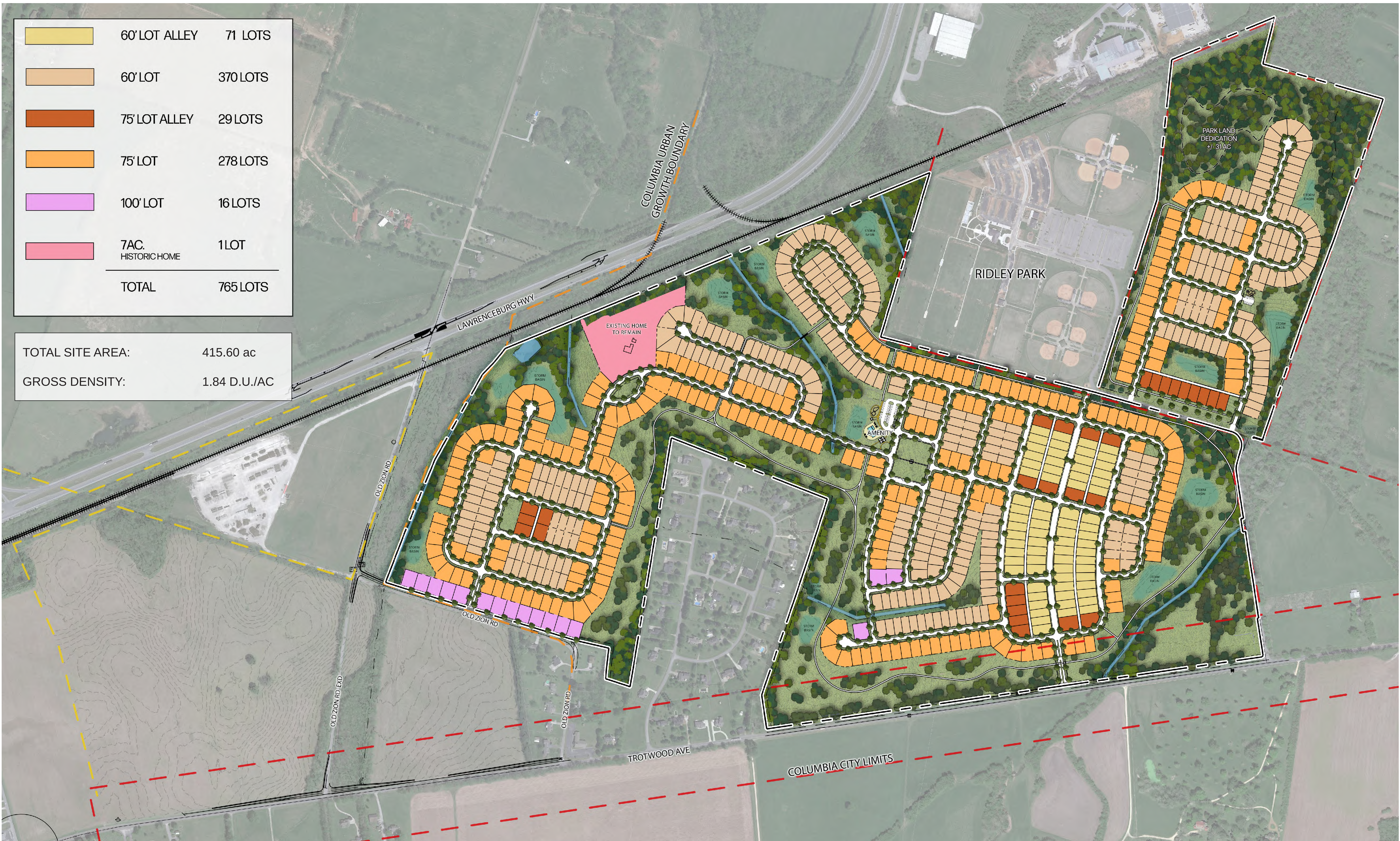




EXISTING ZONING (PRE JULY 14, 2022)



PROPOSED ZONING



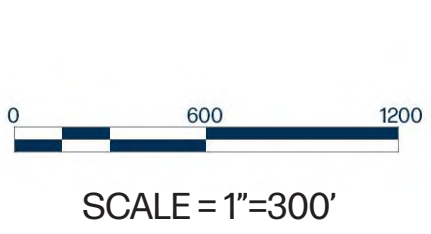
OPEN SPACE PROVIDED: 189.48 ACRES
(+/- 45% OF SITE)

- SIDEWALK
- WALKING TRAIL
+/- 3.0 MILES PAVED
- TRAIL CONNECTION
- RIDLEY PARK CONNECTION



OLD ZION ROAD
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: OPEN SPACE AND PEDESTRIAN CIRCULATION PLAN
DRAWING NUMBER: 7.0

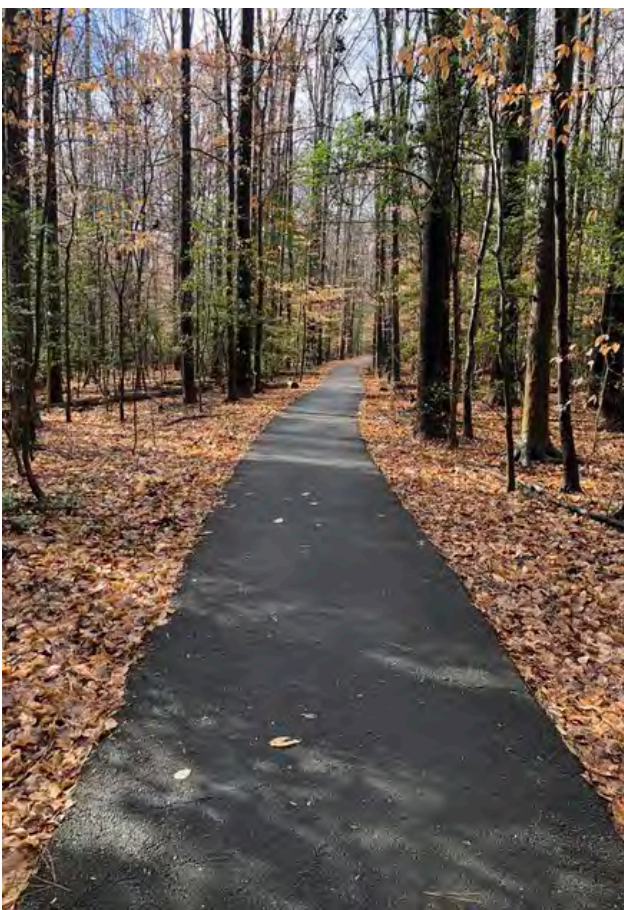




POOL



PAVILION/ RESTROOM



PAVED TRAIL



DOG PARK



PLAYGROUND



OLD ZION ROAD
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: OPEN SPACE - AMENITY PLAN A
DRAWING NUMBER: 8.0

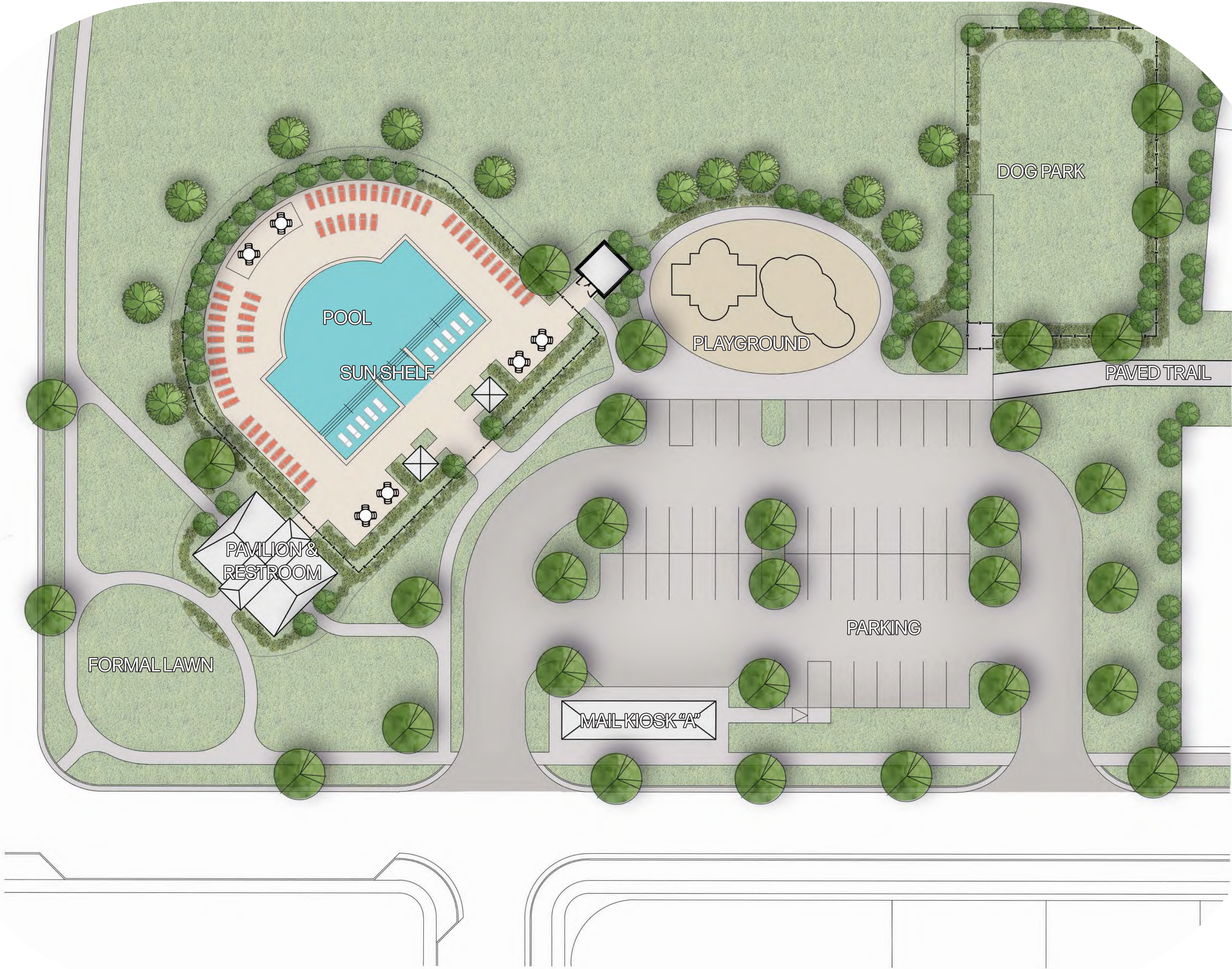
CBU PARKING CALCULATIONS - MAIL KIOSK "A"

REQUIREMENT:
2 SPACES FOR FIRST 25 MAILBOXES + 1 SPACE FOR EVERY ADDITIONAL 25 MAILBOXES

MAILBOXES: 615
FIRST 25 MAILBOXES - 2 SPACES
590 REMAINING MAILBOXES/ 25 = 24

TOTAL REQUIRED: 286SPACES
PROVIDED: 49 SPACES MIN (SHARED WITH AMENITY)

AMENITY BREAKDOWN	
PAVILION & RESTROOM:	+/- 1500 SF
POOL:	+/- 3500 SF WET AREA
PLAYGROUNDS:	+/- 4000 SF
DOG PARK:	+/- 8000 SF
NOTE: AMENITY DRAWINGS ARE CONCEPTUAL AND SUBJECT TO MODIFICATION DURING DEVELOPMENT OF FINAL PUD PLANS. AMENITIES SHOWN WILL BE OF EQUAL OR GREATER SIZE AND QUALITY TO WHAT IS SHOWN.	



NOT TO SCALE

CBU PARKING CALCULATIONS - MAIL KIOSK "B"

REQUIREMENT:
2 SPACES FOR FIRST 25 MAILBOXES + 1 SPACE FOR EVERY ADDITIONAL 25 MAILBOXES

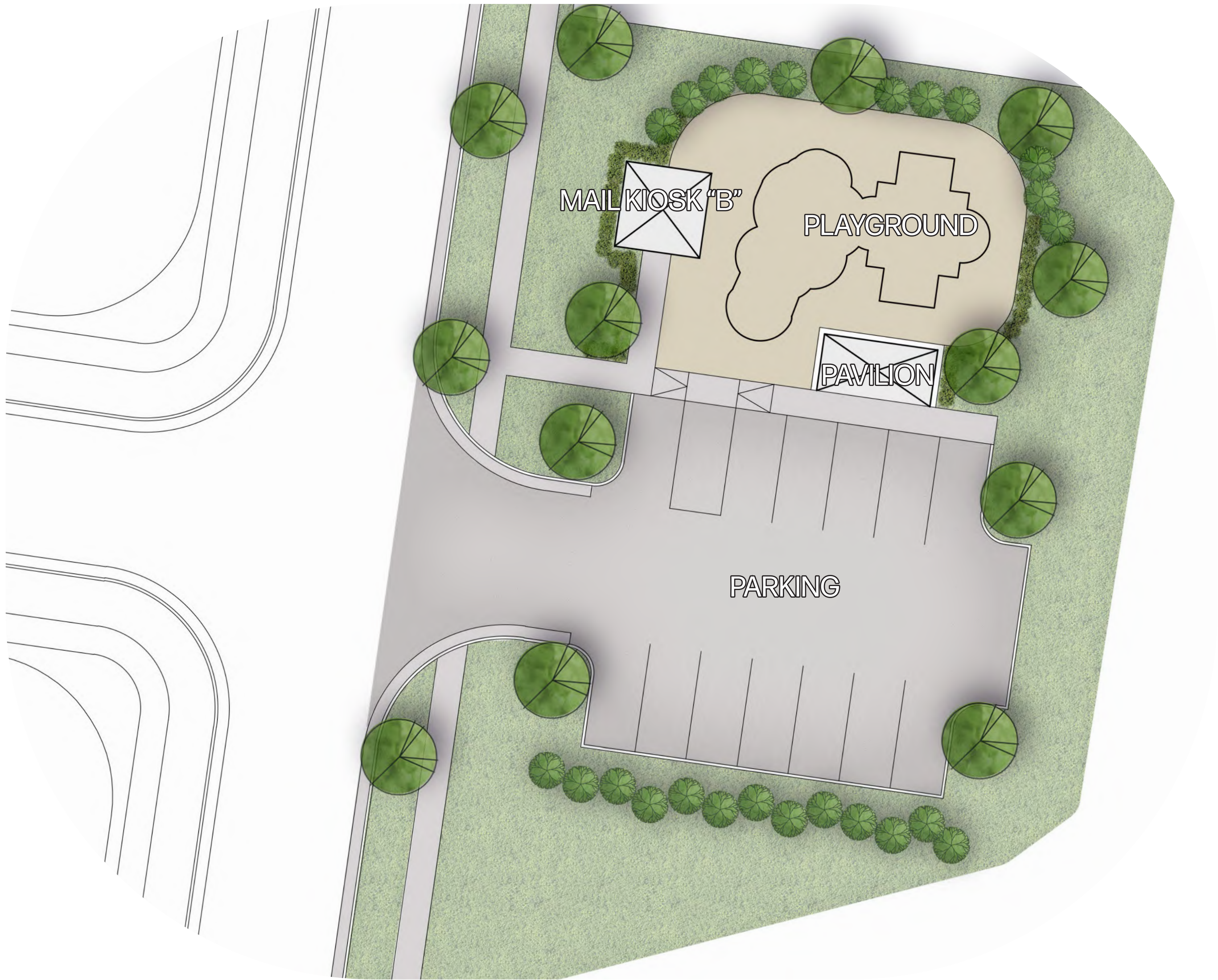
MAILBOXES: 150
FIRST 25 MAILBOXES - 2 SPACES
123 REMAINING MAILBOXES/ 25 = 5

TOTAL REQUIRED: 7 SPACES
PROVIDED: 13 SPACES MIN (SHARED WITH AMENITY)

AMENITY BREAKDOWN

PAVILION & RESTROOM: +/- 200 SF
MAIL PAVILION: +/- 225 SF MIN
PLAYGROUND: +/- 2500 SF

NOTE: AMENITY DRAWINGS ARE CONCEPTUAL AND SUBJECT TO MODIFICATION DURING DEVELOPMENT OF FINAL PUD PLANS. AMENITIES SHOWN WILL BE OF EQUAL OR GREATER SIZE AND QUALITY TO WHAT IS SHOWN.



PAVILIONS



PLAYGROUND

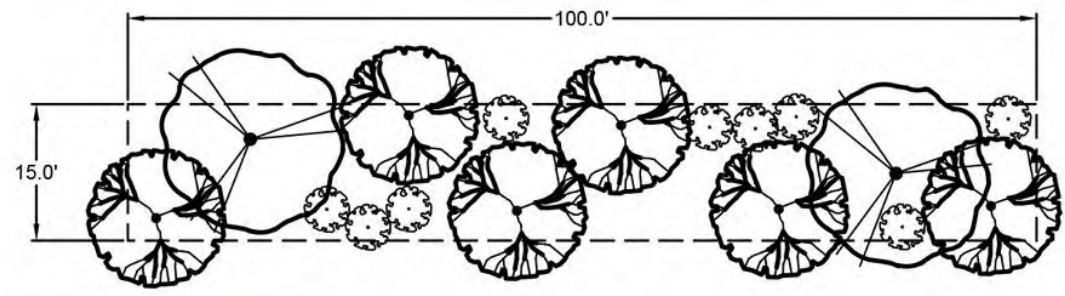
**OLD ZION ROAD
PRELIMINARY PUD MASTERPLAN**

DRAWING TITLE: OPEN SPACE - AMENITY PLAN B

DRAWING NUMBER: 9.0

NOT TO SCALE

- NOTES:
- 1. ALL BUFFERS SHALL MEET THE REQUIREMENTS OUTLINED IN SECTION 11 OF THE ZONING ORDINANCE INCLUDING TABLES 11.2.7A AND 11.2.7B.
 - 2. ALL BUFFER YARDS TO BE MAINTAINED BY HOA.
 - 3. PROPOSED PLANTS SHALL BE RELOCATED AS NECESSARY TO AVOID PLANTING WITHIN EXISTING DRIPLINE

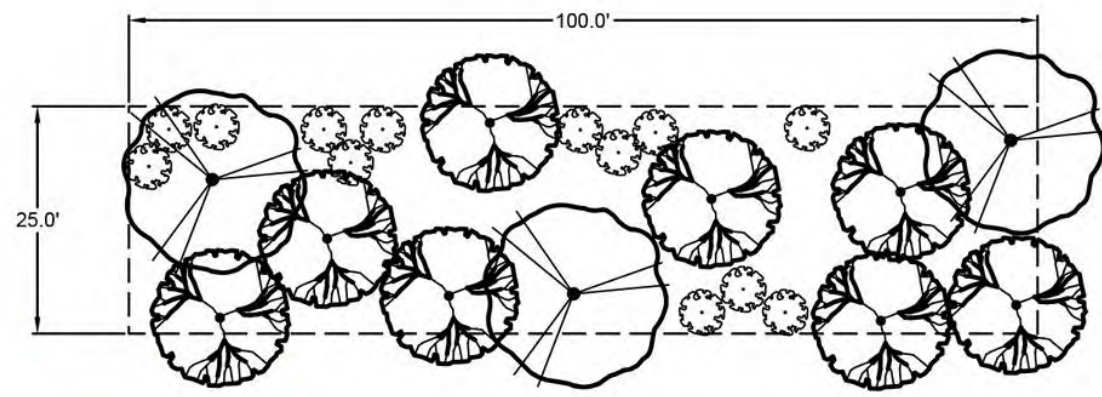


TYPE A BUFFER
0.4 OPACITY
15' DEEP

2 CANOPY TREES, 6 ACCENT TREES, & 9 SHRUBS
(TYPICAL PER 100 LINEAR FEET)



TYPE "A" BUFFER EXAMPLE



TYPE B BUFFER
0.6 OPACITY
25' DEEP

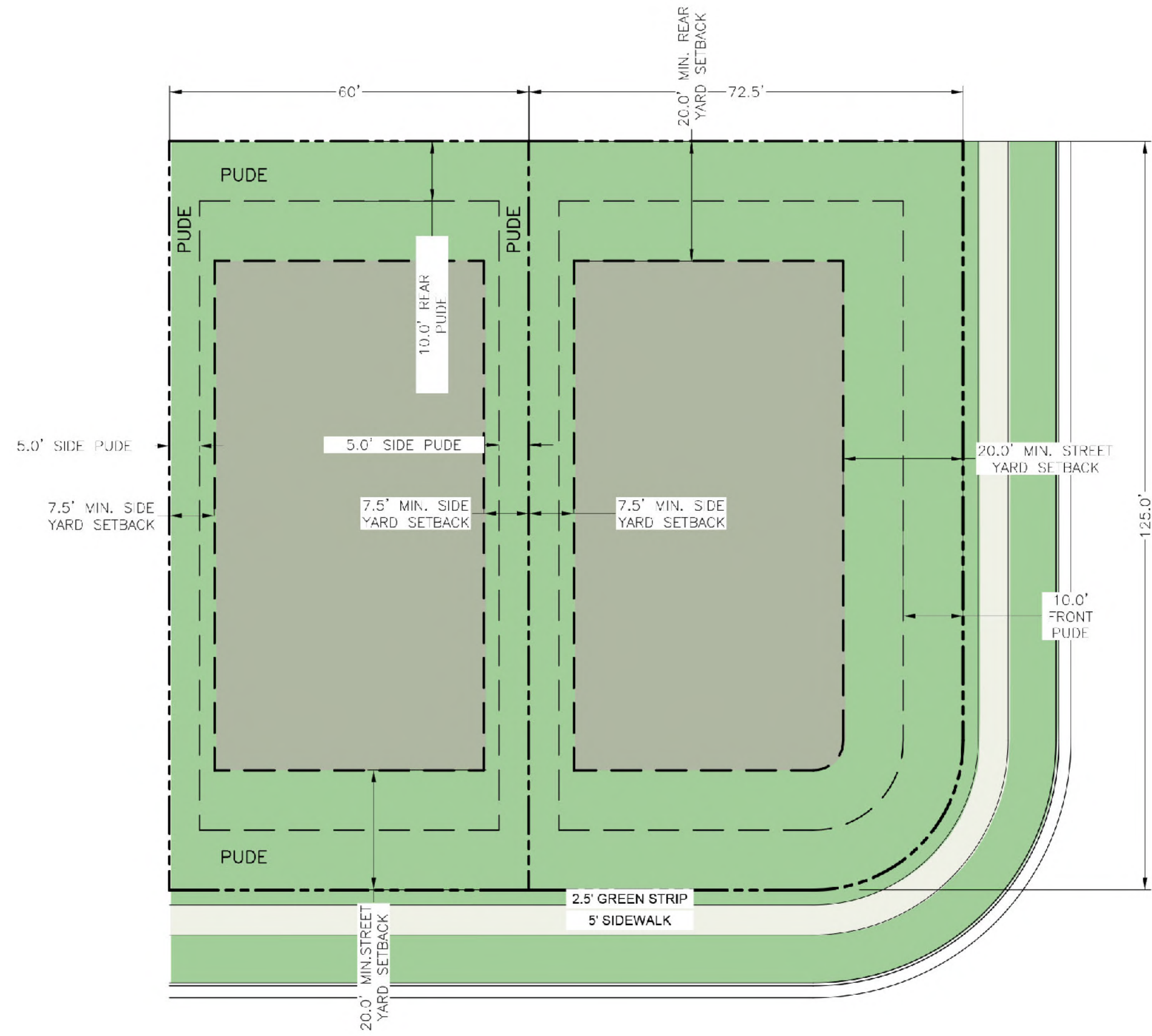
3 CANOPY TREES, 8 ACCENT TREES, & 13 SHRUBS
(TYPICAL PER 100 LINEAR FEET)



TYPE "B" BUFFER EXAMPLE

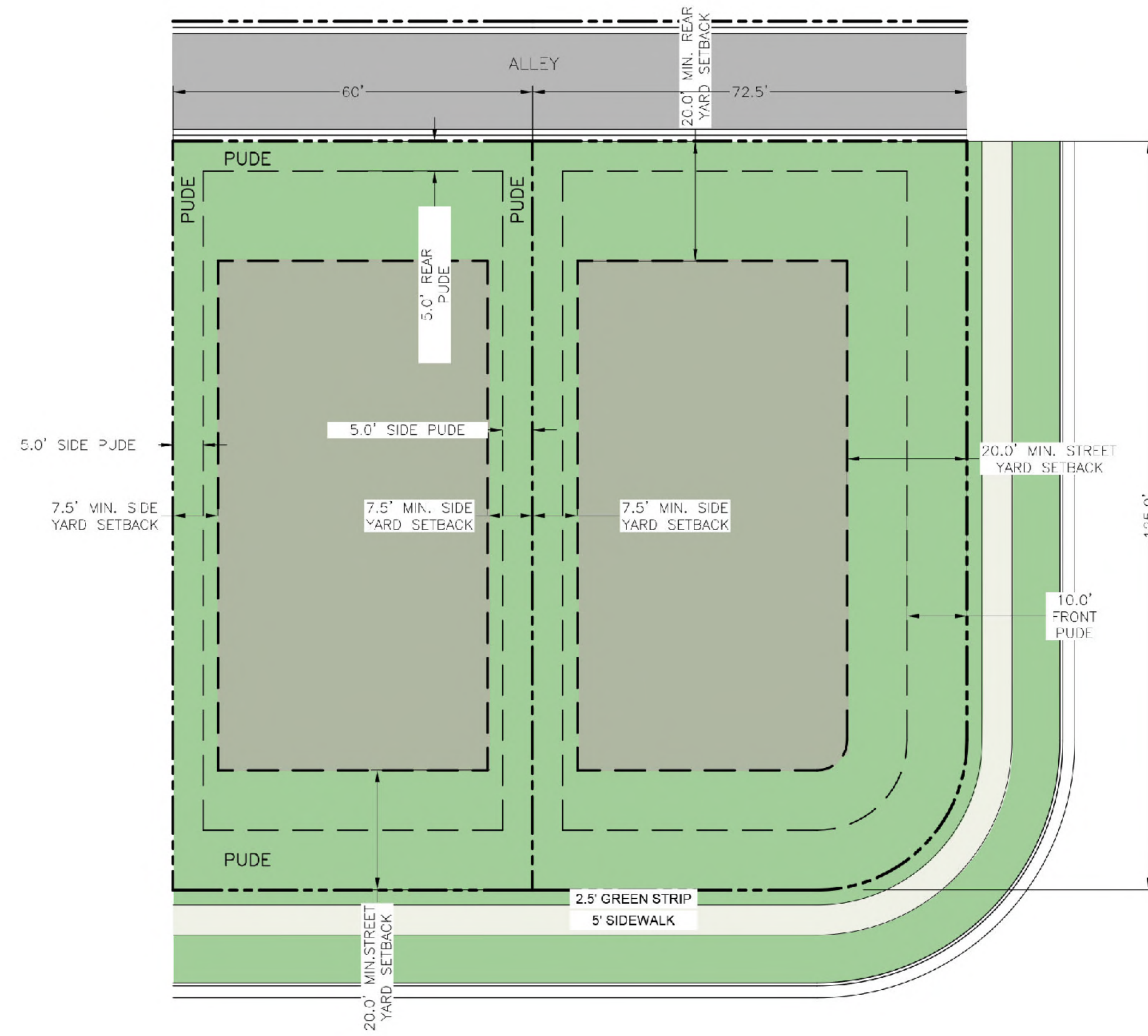


**OLD ZION ROAD
PRELIMINARY PUD MASTERPLAN**



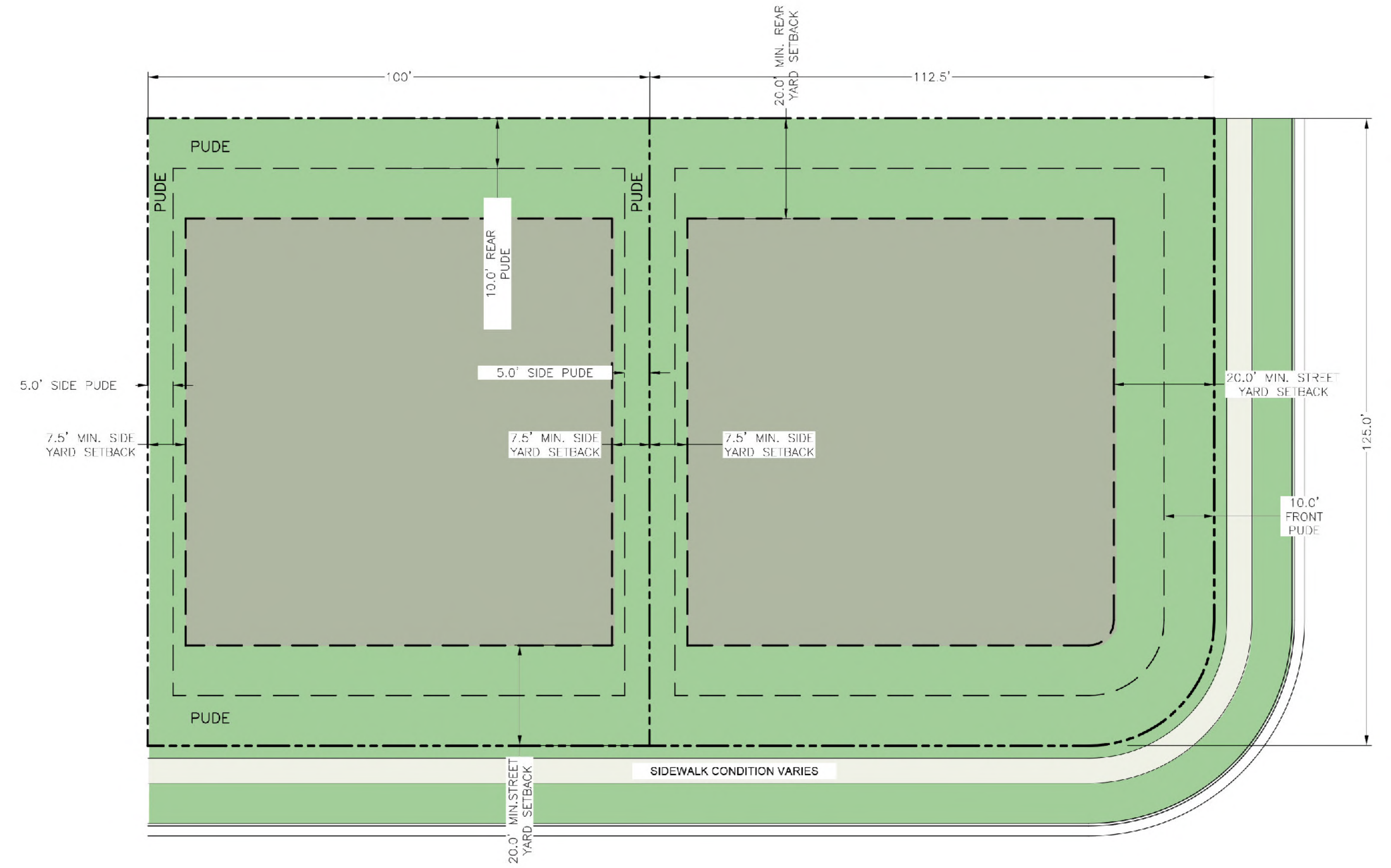
TYPICAL 60'
LOT

TYPICAL 60'
CORNER LOT



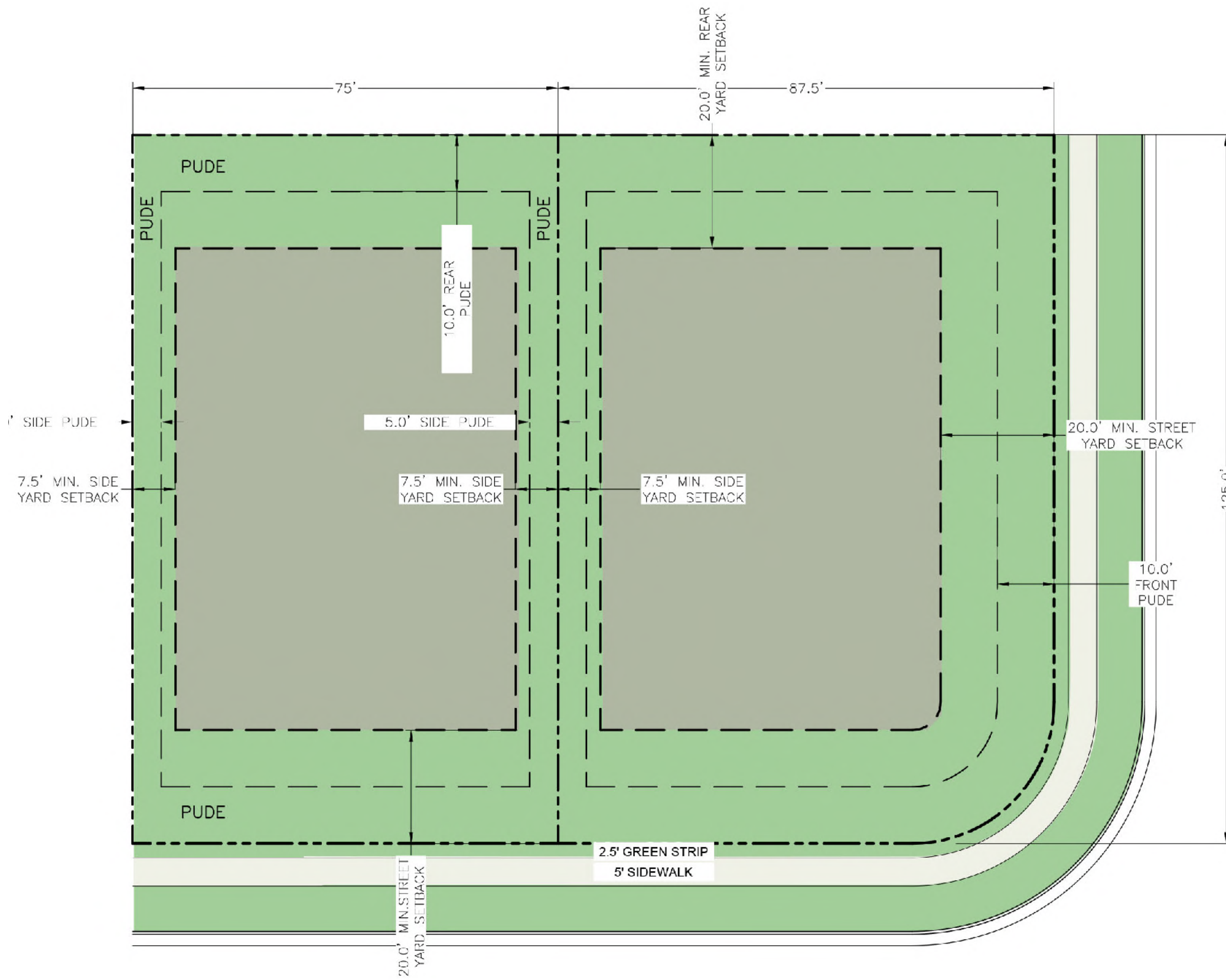
TYPICAL 60'
LOT
(ALLEY)

TYPICAL 60'
CORNER LOT
(ALLEY)



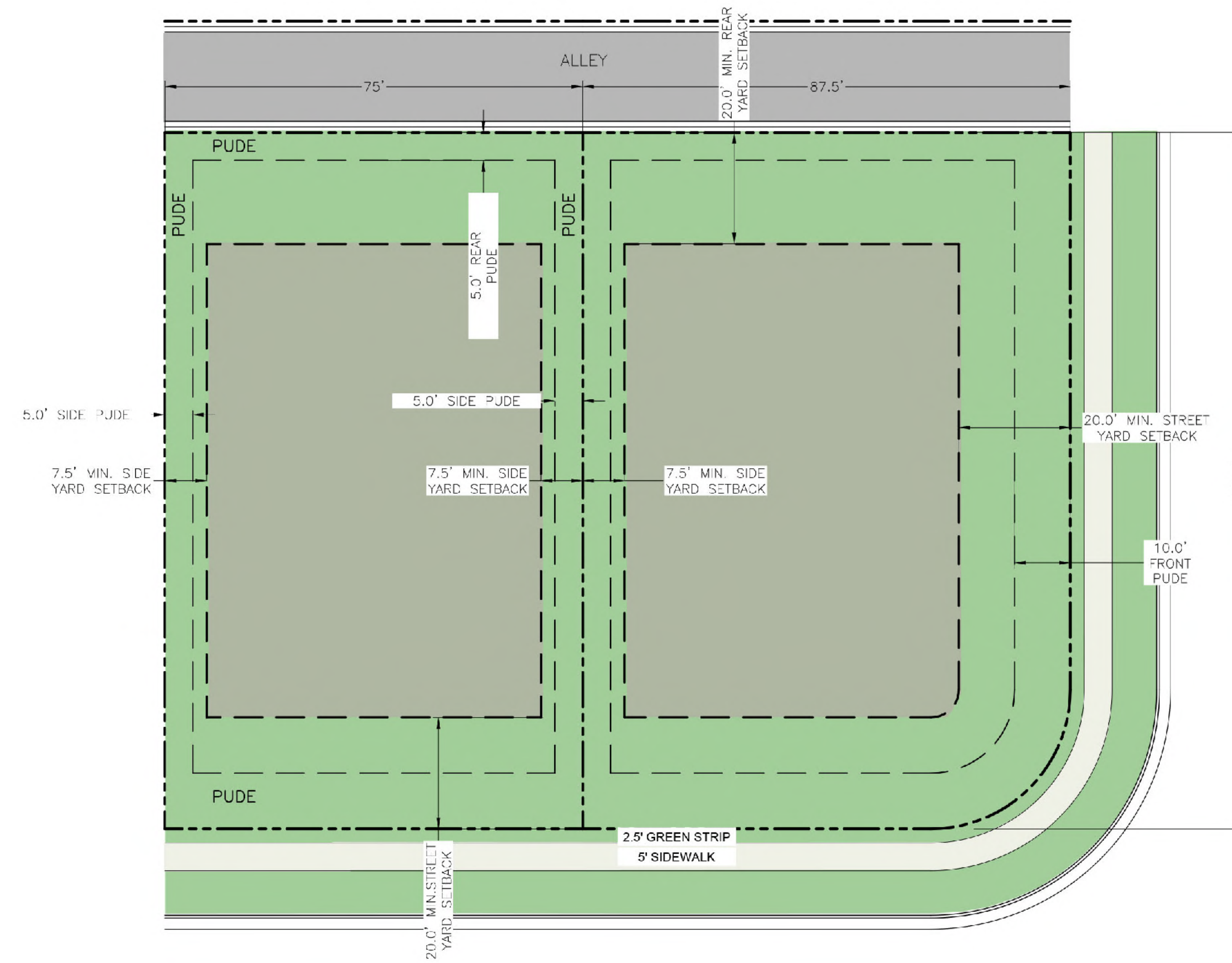
TYPICAL 100'
OR GREATER
LOT

TYPICAL 100'
OR GREATER
CORNER LOT



TYPICAL 75'
LOT

TYPICAL 75'
CORNER LOT

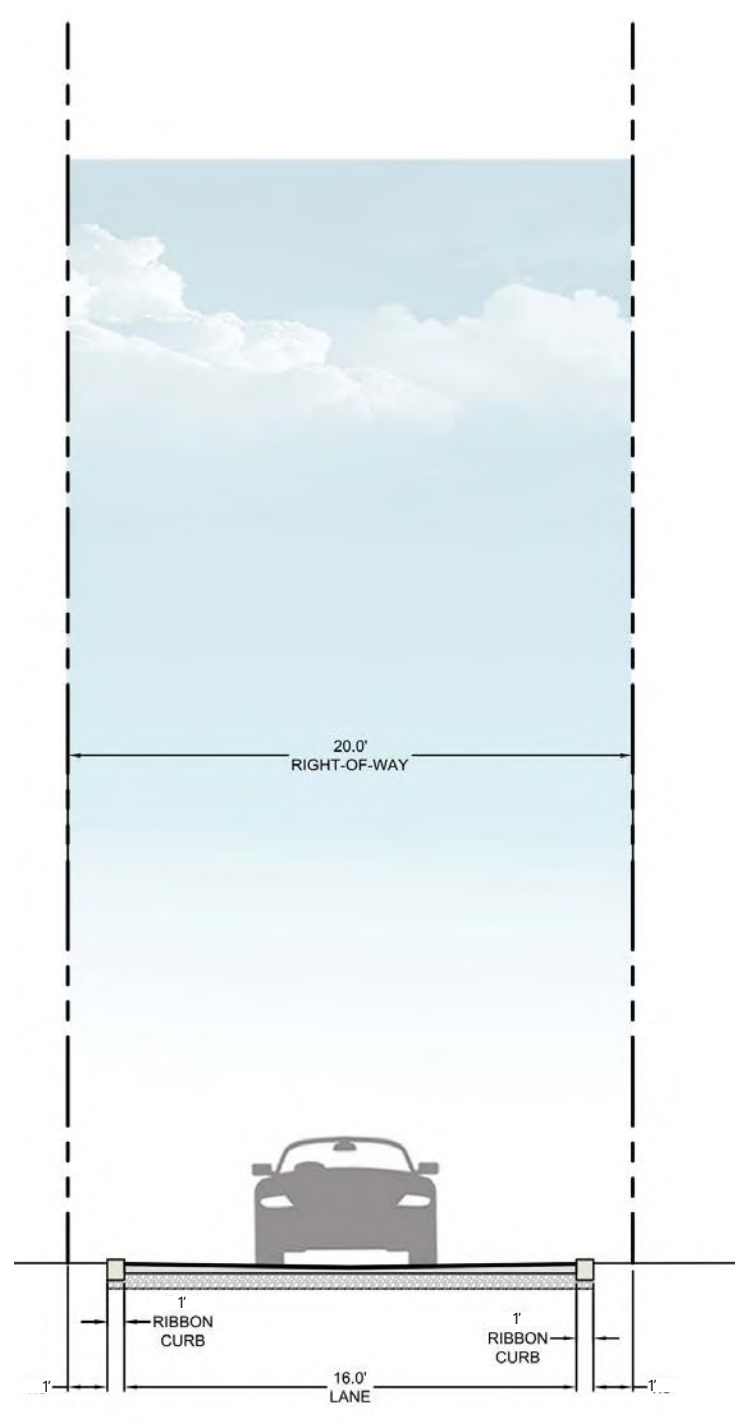


TYPICAL 75'
LOT
(ALLEY)

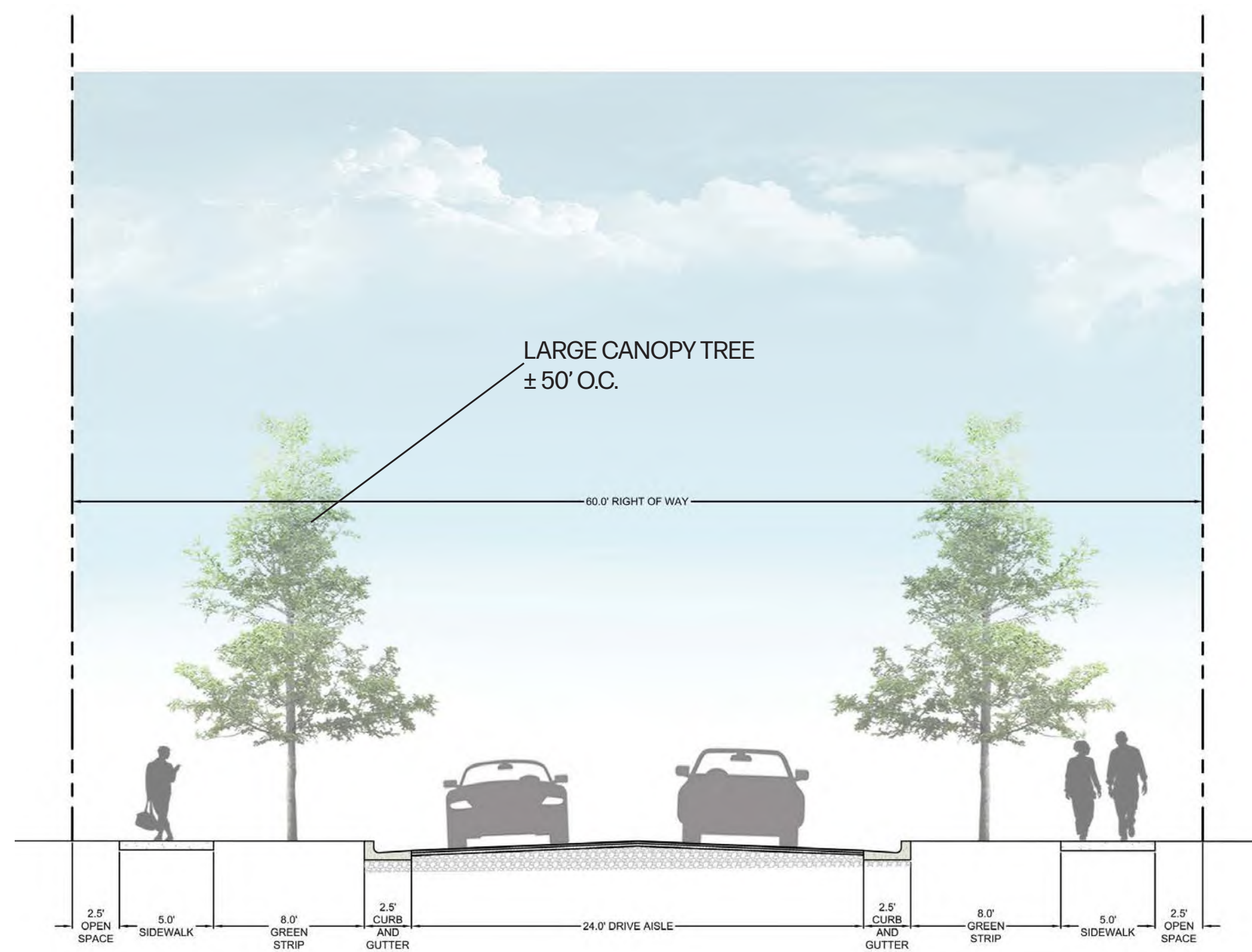
TYPICAL 75'
CORNER LOT
(ALLEY)

GARAGES:
2 CAR GARAGE -
18' X 22' INTERIOR MIN.
16' 1.5" DOUBLE CAR DOOR

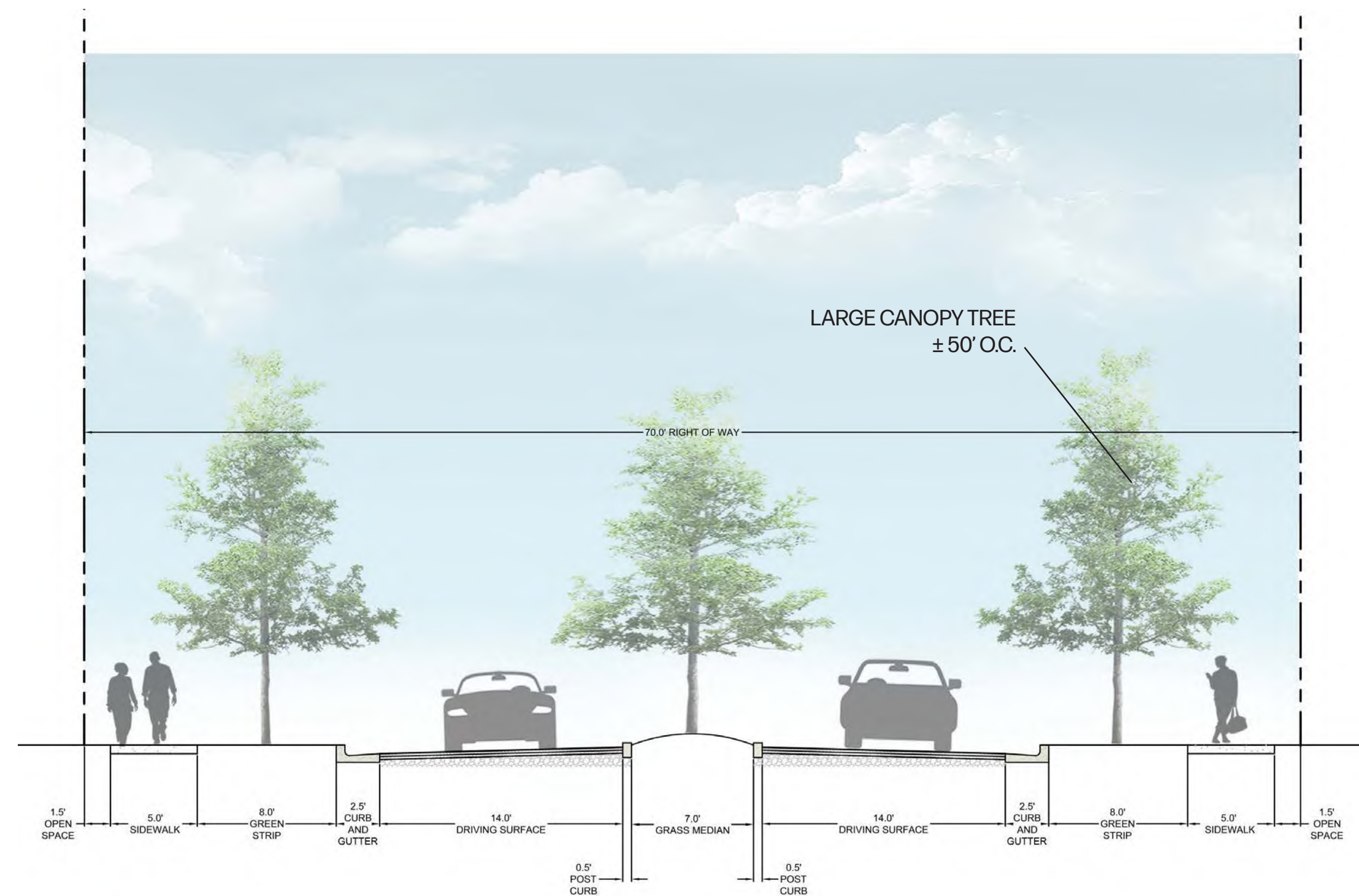
1 CAR GARAGE -
15' X 22' INTERIOR MIN.
10' MIN SINGLE CAR DOOR



TYPICAL 20'
ALLEY
(PUBLIC)



TYPICAL 60' LOCAL
RIGHT-OF-WAY
(PUBLIC)



TYPICAL 70' LOCAL
RIGHT-OF-WAY
(PUBLIC)

PAVEMENT SCHEDULE	
①	SURFACE @ 1.5" THICK 411-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC2) GRADING D (SURFACE), OR 307-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC2) GRADING C-W (SURFACE)
②	TACK COAT (GENERAL USE) 402-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) (0.05 - 0.10 GAL/SY)
③	BIT. BINDER @ 3" THICK 307-01.08 ASPHALT CONCRETE MIX (PS64-22) (18PMB-HM) GRADING B-M2
④	PRIME COAT 402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) (0.30-0.35 GAL/SY) 402-02 AGGREGATE FOR COVER MATERIAL (PC) (18-12 LB/SY)
⑤	MINERAL AGGREGATE BASE @ 10" THICK 303-01 MINERAL AGGREGATE, TYPE A BASE, GRADING D

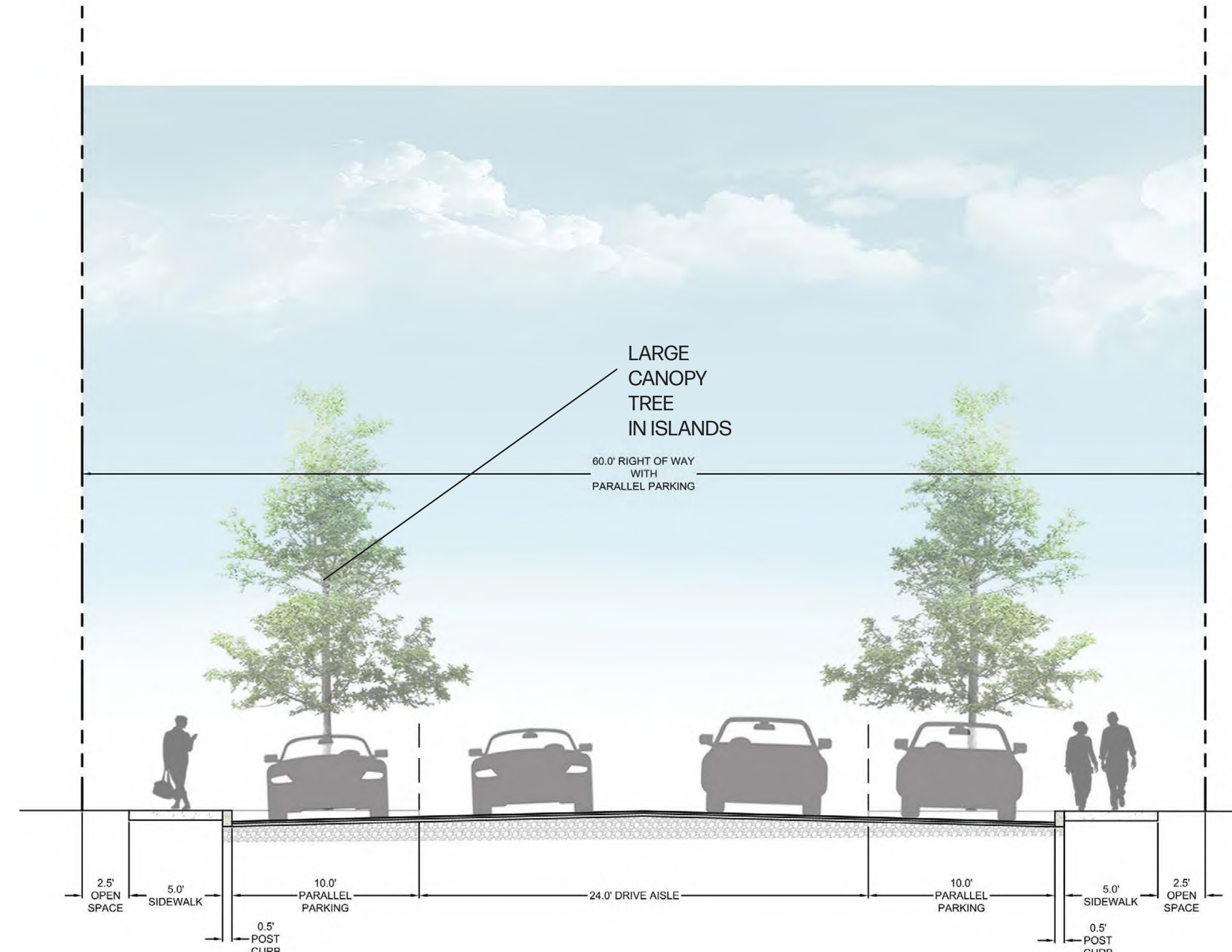
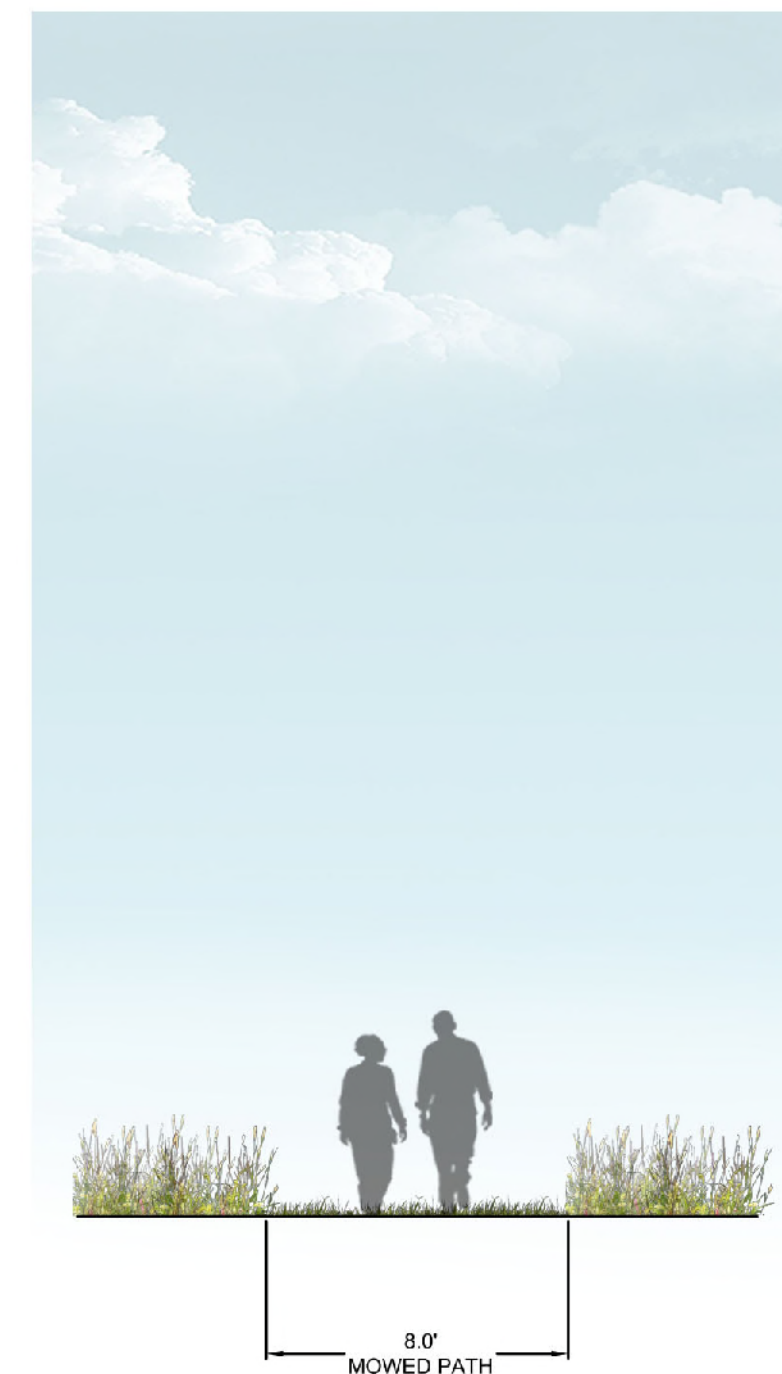
TYPICAL ROADWAY SECTION

PAVEMENT SCHEDULE	
①	SURFACE @ 1.5" THICK 411-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC2) GRADING D (SURFACE), OR 307-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC2) GRADING C-W (SURFACE)
②	TACK COAT (GENERAL USE) 402-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) (0.05 - 0.10 GAL/SY)
③	BIT. BINDER @ 2" THICK 307-01.08 ASPHALT CONCRETE MIX (PS64-22) (18PMB-HM) GRADING B-M2
④	PRIME COAT 402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) (0.30-0.35 GAL/SY) 402-02 AGGREGATE FOR COVER MATERIAL (PC) (18-12 LB/SY)
⑤	MINERAL AGGREGATE BASE @ 8" THICK 303-01 MINERAL AGGREGATE, TYPE A BASE, GRADING D

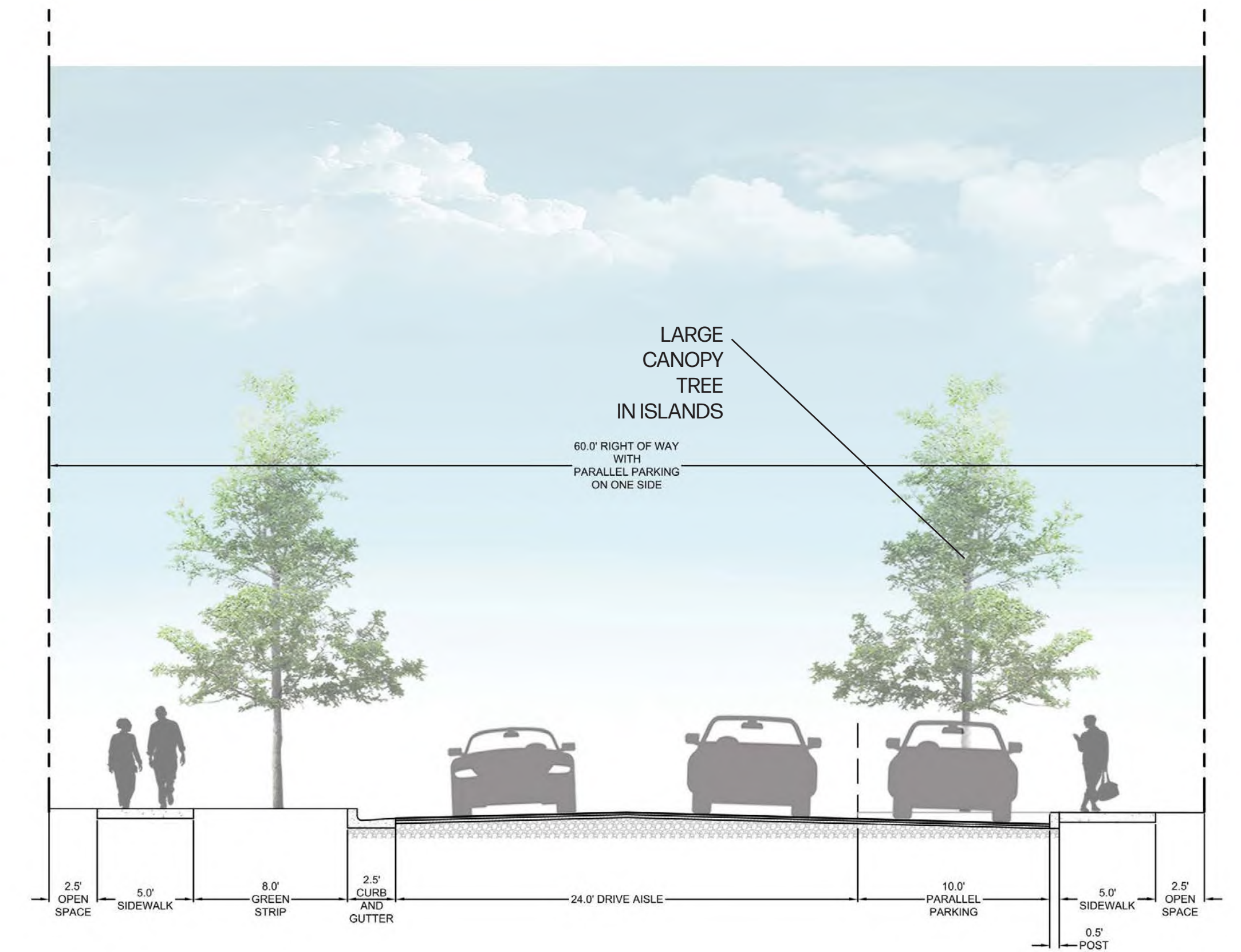
TYPICAL ALLEY SECTION

PAVEMENT SCHEDULE	
①	SURFACE @ 1.5" THICK 411-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC2) GRADING D (SURFACE), OR 307-01.10 ASPHALT CONCRETE MIX (PS64-22) (AC2) GRADING C-W (SURFACE)
②	TACK COAT (GENERAL USE) 402-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) (0.05 - 0.10 GAL/SY)
③	BIT. BINDER @ 2" THICK 307-01.08 ASPHALT CONCRETE MIX (PS64-22) (18PMB-HM) GRADING B-M2
④	PRIME COAT 402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) (0.30-0.35 GAL/SY) 402-02 AGGREGATE FOR COVER MATERIAL (PC) (18-12 LB/SY)
⑤	MINERAL AGGREGATE BASE @ 6" THICK 303-01 MINERAL AGGREGATE, TYPE A BASE, GRADING D

TYPICAL TRAIL SECTION



TYPICAL 60'
LOCAL RIGHT-OF-WAY
PARALLEL PARKING
BOTH SIDES
(PUBLIC)



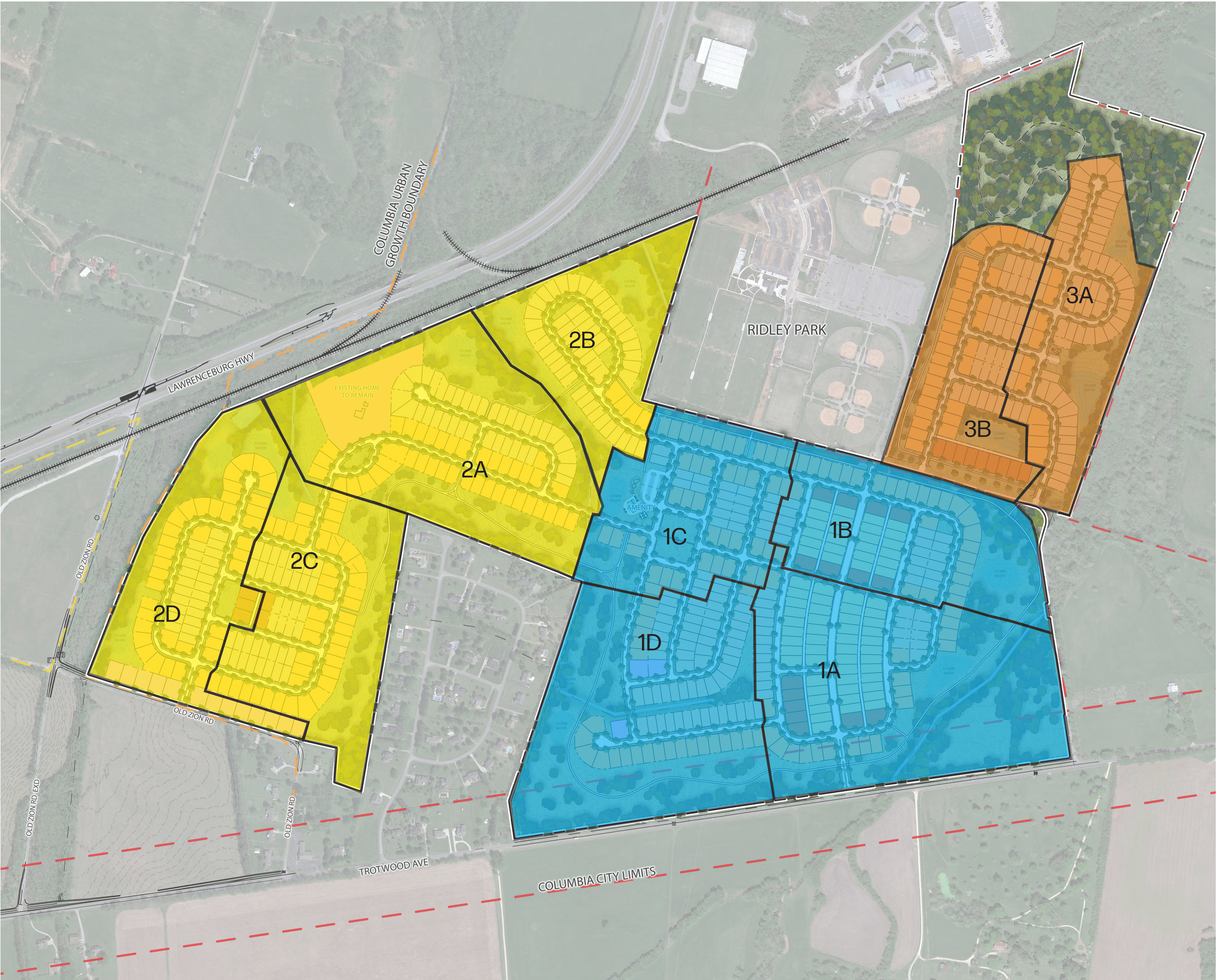
TYPICAL 60'
LOCAL RIGHT-OF-WAY
PARALLEL PARKING
ON ONE SIDE
(PUBLIC)

NOTE:
ALL CONNECTIONS TO EXISTING COUNTY ROADS AND ROW ARE SUBJECT TO THE APPLICABLE PERMITS, FEES,
APPROVALS, AND STANDARDS/ SPECIFICATIONS SET FORTH BY THE MAURY COUNTY HIGHWAY DEPARTMENT

ESTIMATED PHASING TIMELINE

PHASE 1A	APRIL 2024	+/- 95 LOTS
PHASE 1B	APRIL 2025	+/- 76 LOTS
PHASE 1C	APRIL 2026	+/- 64 LOTS
PHASE 1D	APRIL 2027	+/- 87 LOTS
PHASE 2A	APRIL 2028	+/- 78 LOTS
PHASE 2B	APRIL 2029	+/- 54 LOTS
PHASE 2C	APRIL 2030	+/- 84 LOTS
PHASE 2D	APRIL 2031	+/- 77 LOTS
PHASE 3A	APRIL 2032	+/- 78 LOTS
PHASE 3B	APRIL 2033	+/- 72 LOTS

THIS TIMELINE AND PHASING IS AN APPROXIMATION BASED ON UTILITY FEASIBILITY AND ANTICIPATED CONSTRUCTION TIMES. THIS PLAN IS SUBJECT TO CHANGE BASED ON CHANGES TO UTILITIES, GRADING, STORMWATER, TRAFFIC, GEOTECHNICAL, OR OTHER FACTORS THAT MAY DEVELOP THROUGH THE CONSTRUCTION DOCUMENTATION PROCESS.



	60' LOT ALLEY	0 LOTS
	60' LOT	101 LOTS
	75' LOT ALLEY	9 LOTS
	75' LOT	40 LOTS
	100' LOT	0 LOTS
	7AC. HISTORIC HOME	0 LOTS
		TOTAL: 150 LOTS



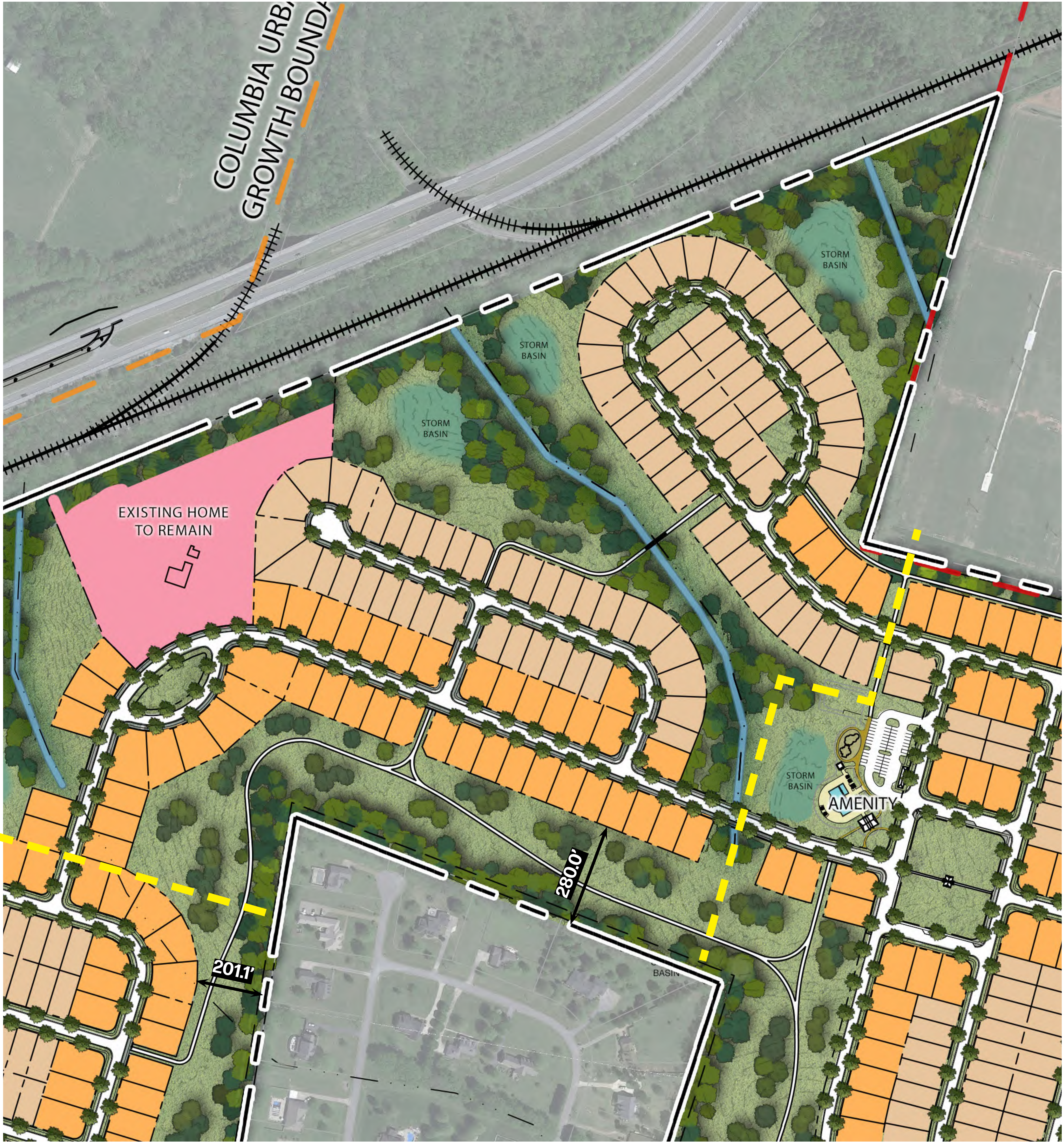
OLD ZION ROAD PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: MASTERPLAN ENLARGEMENT
DRAWING NUMBER: 14.0

	60' LOT ALLEY	71 LOTS
	60' LOT	121 LOTS
	75' LOT ALLEY	15 LOTS
	75' LOT	112 LOTS
	100' LOT	3 LOTS
	7AC. HISTORIC HOME	0 LOTS
		TOTAL: 322 LOTS

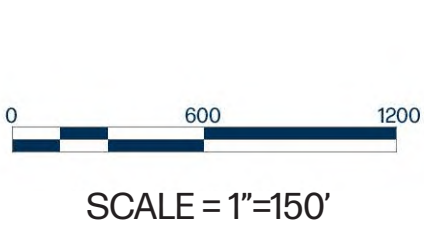


	60' LOT ALLEY	0 LOTS
	60' LOT	87 LOTS
	75' LOT ALLEY	0 LOTS
	75' LOT	49 LOTS
	100' LOT	0 LOTS
	7AC. HISTORIC HOME	1 LOT
		TOTAL: 137 LOTS



OLD ZION ROAD PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: MASTERPLAN ENLARGEMENT
DRAWING NUMBER: 16.0



	60' LOT ALLEY	0 LOTS
	60' LOT	63 LOTS
	75' LOT ALLEY	5 LOTS
	75' LOT	75 LOTS
	100' LOT	13 LOTS
	7AC. HISTORIC HOME	0 LOTS
		TOTAL: 156 LOTS



OLD ZION ROAD PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: MASTERPLAN ENLARGEMENT
DRAWING NUMBER: 17.0

0 600 1200
SCALE = 1"=150'



* REPRESENTATIVE ARCHITECTURE IS INDICATIVE OF TYPICAL SCALE, MASSING, MATERIALS, ETC. COMPATIBLE AND ARCHITECTURALLY HARMONIOUS VARIATIONS ARE ANTICIPATED.

"HOMES ON 100' AND GREATER LOTS MAY BE CUSTOM OR SEMI-CUSTOM. CUSTOM HOMES WILL HAVE COMPLIMENTARY DESIGN TO THE REST OF THE NEIGHBORHOOD HOMES. THE HOA FOR THE COMMUNITY WILL HAVE ITS OWN ARCHITECTURAL REVIEW COMMITTEE (The "ARC") THAT MUST REVIEW THE PLANS AS REQUIRED IN THE CC&Rs. UPON ARC APPROVAL, THE PLANS SHALL BE SUBMITTED TO THE CITY OF COLUMBIA ARCHITECTURAL REVIEW BOARD FOR APPROVAL PRIOR TO CONSTRUCTION. THE CITY ARCHITECTURAL REVIEW BOARD MAY CHOOSE TO FORWARD PLANS TO PC FOR REVIEW IF IT DEEMS SO NECESSARY

Exterior Siding Materials Permitted:

- Stone
- Brick
- Stone Veneer
- Natural Wood
- Hardie Planks/ Panels
- Cementitious Fiber Siding/ Cladding

Roofing Materials Permitted:

- Laminated Shingles
- Standing Seam Metal Roofs
- Dimensional Asphalt Shingles
- Copper Finishes

Awning Types Permitted:

- Heavy Canvas
- Illuminated Awnings
- Metal Awnings

Colors Permitted:

- Natural/ Earth tones
- Black/ Grey
- Muted

Building Separation:

- Single Family - 15' min
- Townhomes - 20' min between buildings , 6 attached units max.

Building Height and Massing:

- Single Family - 2 story, 35' max, attached garages
- Townhome - 2 story, 35' max, attached garages



RIVERSIDE "A"



ASHBURN "A"



AVONDALE "A"



AVONDALE "B"



SARATOGA "A"



BERKELEY "A"



BERKELEY "B"



BRIDGEHAMPTON "A"



SARATOGA "B"



BRIDGEHAMPTON "B"



DALTON "A"



HEALDSBURG "B"



SONOMA "A"



HEALDSBURG "A"



HELENA "A"



HIGHLAND "A"



LINDEN "A"



LINDEN "B"



PATTERSON "A"



OLD ZION ROAD
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: ARCHITECTURAL IMAGERY - SINGLE FAMILY

DRAWING NUMBER: A1

NOT TO SCALE

* REPRESENTATIVE ARCHITECTURE IS INDICATIVE OF TYPICAL SCALE, MASSING, MATERIALS, ETC. COMPATIBLE AND ARCHITECTURALLY HARMONIOUS VARIATIONS ARE ANTICIPATED.

"HOMES ON 100' AND GREATER LOTS MAY BE CUSTOM OR SEMI-CUSTOM. CUSTOM HOMES WILL HAVE COMPLIMENTARY DESIGN TO THE REST OF THE NEIGHBORHOOD HOMES. THE HOA FOR THE COMMUNITY WILL HAVE ITS OWN ARCHITECTURAL REVIEW COMMITTEE (The "ARC") THAT MUST REVIEW THE PLANS AS REQUIRED IN THE CC&Rs. UPON ARC APPROVAL, THE PLANS SHALL BE SUBMITTED TO THE CITY OF COLUMBIA ARCHITECTURAL REVIEW BOARD FOR APPROVAL PRIOR TO CONSTRUCTION. THE CITY ARCHITECTURAL REVIEW BOARD MAY CHOOSE TO FORWARD PLANS TO PC FOR REVIEW IF IT DEEMS SO NECESSARY

Exterior Siding Materials Permitted:

- Stone
- Brick
- Stone Veneer
- Natural Wood
- Hardie Planks/ Panels
- Cementitious Fiber Siding/ Cladding

Roofing Materials Permitted:

- Laminated Shingles
- Standing Seam Metal Roofs
- Dimensional Asphalt Shingles
- Copper Finishes

Awning Types Permitted:

- Heavy Canvas
- Illuminated Awnings
- Metal Awnings

Colors Permitted:

- Natural/ Earth tones
- Black/ Grey
- Muted

Building Separation:

- Single Family - 15' min
- Townhomes - 20' min between buildings , 6 attached units max.

Building Height and Massing:

- Single Family - 2 story, 35' max, attached garages
- Townhome - 2 story, 35' max, attached garages



SUSSEX "A"



AMHURST "A"



ANNA MARIA "A"



ANNA MARIA "B"



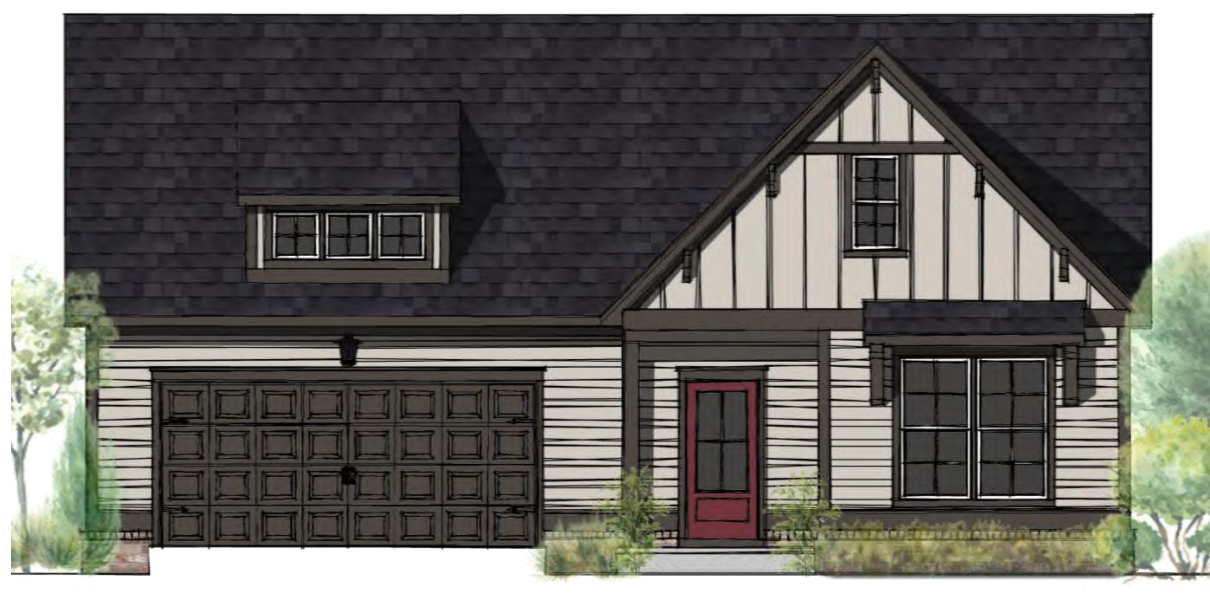
EMILYE "B"



CHATHAM "A"



CUMBERLAND "A"



SUTLER "A"



NEWPORT "B"



MAGNOLIA "B"



HARPETH "B"



IVY "B"



STEEPLECHASE "A"



STEEPLECHASE "B"



MILEAH "A"



NEWPORT "A"



BRAXTON "A"



EASTON "B"



FENWICK "B"



FENWICK "A"



RaganSmith

OLD ZION ROAD
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: ARCHITECTURAL IMAGERY - SINGLE FAMILY

DRAWING NUMBER: A2

NOT TO SCALE



ANNA MARIA "A"

EMILYE "B"

SUSSEX "A"

HARPETH "B"

MILEAH "A"

CHATHAM "A"



NEWPORT "A"

ANNA MARIA "B"

IVY "B"

AMHURST "A"

MAGNOLIA "B"

NEWPORT "B"



HELENA "A"

LINDEN "B"

PATTERSON "A"

BRIDGEHAMPTON "A"

HIGHLAND "A"

HEALDSBURG "A"



AVONDALE "A"

BERKELEY "B"

HEALDSBURG "B"

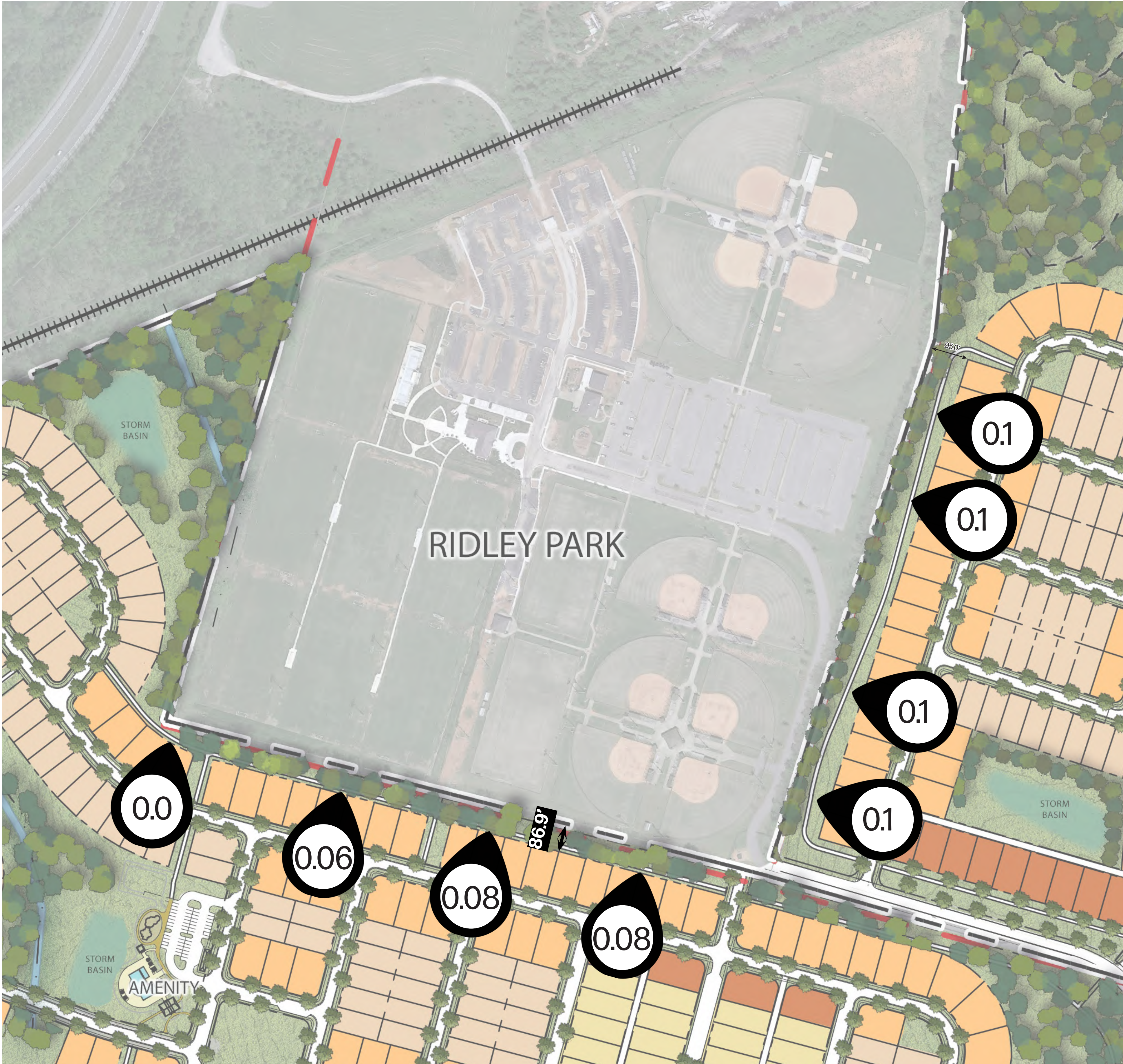
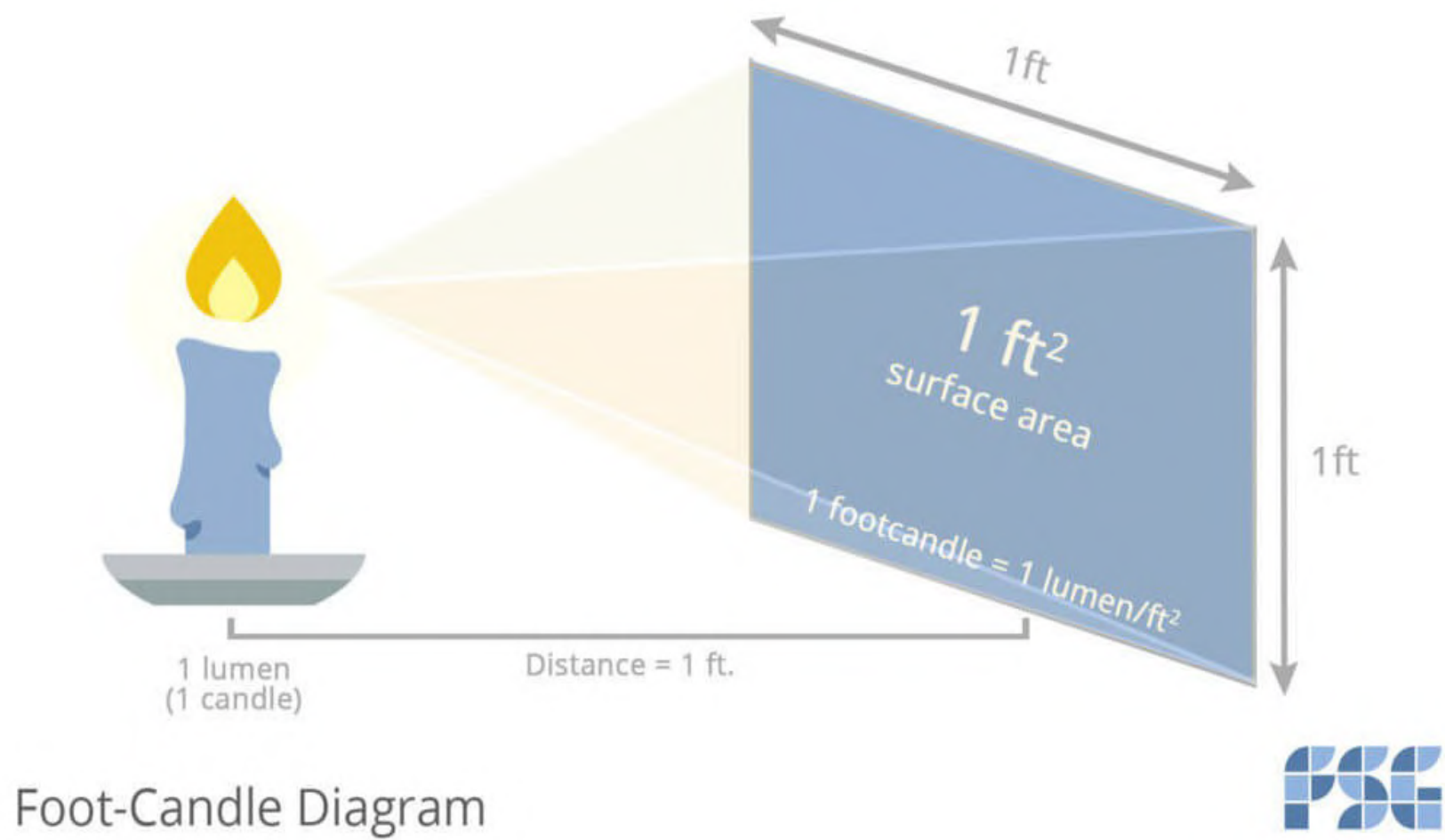
DALTON "A"

SARATOGA "A"

SONOMA "A"

LUX RATING CHART

	Condition	Light Level (LUX)	Foot Candles (FC)
Day Time	Sunlight	107,527	10,000
	Daylight	10,752.70	1,000
	Overcast Day	1,075.30	100
	Very Dark Day	107.53	10
	Twilight	10.75	1
Night Time	Deep Twilight	1.08	0.1
	Full Moon	0.108	0.01
	Quarter Moon	0.0108	0.001
	Starlight	0.0011	0.0001
	Overcast Night	0.0001	0.00001



OLD ZION ROAD
PRELIMINARY PUD MASTERPLAN

DRAWING TITLE: SPORTS LIGHTING IMPACT EXHIBIT
DRAWING NUMBER: E1

NOT TO SCALE

STAFF REPORT CONTACT INFORMATION

Austin Brass, AICP, City Planner, abrass@columbiatn.com, 931-560-1560

Update by Paul Keltner, AICP, Director of Development Services, 931-560-1560

APPLICATION NUMBER

22-0069

APPLICANT/PROPERTY OWNER

Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03

CONFORMITY with the ZONING ORDINANCE

Update to Review:

This is the third time Planning Commission has reviewed the proposed Preliminary PUD Master Plan. In December of 2022 the City Council returned the proposal to Planning Commission for additional consideration. In March of 2023 the applicant submitted a revised Master Plan. Changes reflected in the revised Master Plan are summarized below.

Site Data:

- The total area of right-of-way dedication decreased from 58.99 to 55.98 acres.
- Total area within lots decreased from 207 to 170 acres.
- Dedicated open space increased from 149 (36%) to 189 acres (45%).
- Gross density decreased from 1.96 du/ac to 1.84 du/ac.
- Total lot count reduced from 815 to 764 (in addition to one existing structure). The first iteration of the development considered by Planning Commission included 985 lots.

Design:

- The mix of lot width types is similar to previous proposals
 - 441 lots are 60 feet wide.
 - 307 lots are 75 feet wide.
 - 16 lots are 100 feet wide.
 - There is a mix of front-loaded and alley-loaded lots.
 - The most recent previous plan had 21 lots at 150 feet wide as well as a few 65 foot wide lots.
- The lots around Ashwood Manor have been removed and replaced with open space
- The lots off Ridley Park Drive have been eliminated.
- Lots along Trotwood Avenue have been removed and converted to open space.
- There is additional open space between Ridley Park and the lots in the northern section of the property.
- The amenity center has shifted closer to the center of the site.
- Walking trail length has increased from 2.4 miles to a total of 3.0 miles.
- Amenity sizes have increased for playgrounds and the dog park area.

Additional Notes

- Phasing has been adjusted.
- Additional architectural designs have been added.



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- Photometric details have been added for the lots near Ridley Park.
- The traffic impact study has been updated to reflect the reduced number of lots.

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

STAFF REPORT CONTACT INFORMATION

Austin Brass, AICP, City Planner, abrass@columbiatn.com, 931-560-1560

APPLICATION NUMBER

22-0069

APPLICANT/PROPERTY OWNER

Andrew Ethridge / Dobual Spring Creek Partners, Eunice Colmore, Henry P Ingram Jr. & William P. Ridley Rev Trust

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

6150 Trotwood Ave/ Tax Map 112, Parcels 9.00, 10.01, 10.07, 2.03

SUMMARY OF REQUEST: Annexation with Plan of Services when including an RS-6 Zoning with Preliminary PUD Master Plan.

This request is for the annexation with a plan of services that includes a Preliminary PUD Master Plan. The proposed PUD utilizes a base-zoning of RS-6. The applicant seeks these changes in order to create a residential development consisting of 815 residential units and community amenities. The 415-acre property is located adjacent to Ridley Park and the Ashwood Manor subdivision.

Note* This request was reviewed prior to the adoption of Zoning Ordinance 4400 on July 14th, 2022 and is subject to the review criteria under the previous Zoning Ordinance.



MAP SOURCE: City GIS

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS PROPOSED	SIZE OF PROPERTY
RS-40/Unincorporated (County Zoning)	Undeveloped/Single Family	RS-40/Unincorporated	Single-Family Homes	415.5 ± acres

COMPATIBILITY with the COMPREHENSIVE PLAN

Suburban Neighborhood. The proposed development as an RS-6 base residential zoning designation is consistent with Connect Columbia as an RS-6 zoning district is compatible with a Suburban Neighborhood Future Land Use.

PROPERTY HISTORY

22-0069. Request from Andrew Ethridge for the annexation with Plan of Services, and Comprehensive Plan Amendment including an RM-1, & RS-6 Zoning with Preliminary PUD Master Plan for 981 residential units and community amenities. Recommendation to deny by Planning Commission was made with a 3-2 vote.

COMPATIBILITY with the ZONING ORDINANCE

Suburban Neighborhood

- Low Density Residential & Medium Density Residential, e.g. RS-6, RS-10 Zoning Districts
- Public & Civic Uses (e.g. Religious Facilities)

As required by Section 3.20.10.B of the Zoning Ordinance, the applicant submitted a detailed Preliminary Planned Unit Development (PUD) Master Plan. The Master Plan depicts 815 residential lots. The gross density of the development would be 1.96 dwelling units per acre. The Master Plan also depicts landscape buffers, stormwater facilities, extensive walking trails, and community amenities. The proposed internal street network connects to Ridley Park. The revised PUD Master Plan does not depict a connection to an existing adjacent subdivision; this connection was requested by staff in aligning with policy outlined within *Connect Columbia* that recommends the connection of streets to create an interconnected grid network. The phasing plan indicates that the development will be completed over 9-10 years.

Zoning Ordinance Referenced:

- Sections 7.3.1, 6.1.2, and 8.1.1 Land Use and Housing Type
- Sections 7.3 , 6.2.6, and 6.3.8 Residential Development Standards
- Sections 7.3.7, 11.2.7, and 11.2.6 Landscape Buffers

Proposed RS-6 PUD Section

The Zoning Ordinance limits development of properties subject to RS-6 standards to single-family detached residences and their subordinate accessory structures. The Master Plan consists of an R-6 base zoning with 10 different lot sizes.

RS-6 Single Family Detached Lot Standards:

- 815 lots are composed of a minimum of 60', 75', 100', and 1 lot at a 150' lot width in meeting the base lot width standards of an RS-6 zoning district with each lot having the minimum as required per the zoning ordinance:

RS-6 base zoning standards:

- 20' front setback
- 7.5' side setback
- 20' rear setback
- 50' lot width minimum

Of the 815 lots,

- 77 lots (60' rear alley loaded)
- 482 lots (60')
- 13 lots (75' rear alley loaded)
- 152 lots (75')

- 22 lots (100' rear alley loaded)
- 27 lots (100')
- 18 lots (150' rear alley loaded)
- 3 lots (150')
- 20 lots (100' at 1 acre)
- 1 lot (150' min at 5 acres)

Overall Proposed Master Plan

Amenities/ Design:

The master plan contains a centralized amenity area connected with a series of walking trails that include a mixture of paved and natural trails with trail connections. The trails connect to Ridley Park. Within the amenity area, a clubhouse including pavilion with pool is shown including a dog park and open area lawn space for events. Architectural elements of single-family homes consist of a primary cladding material of fiber cement board, brick, and stone accented with neutral colors.

Connectivity:

- A new connection point will be added with Trotwood Ave connecting the development with Ridley Park
- A new connection point will be added with Old Zion Road.
- All local streets will consist of a 60-70' right-of-way cross section generally meeting the City of Columbia Subdivision regulations including a 5' sidewalk on both sides of all streets. A 20' alley way is provided in meeting the base

Buffering:

- Buffer requirements for a PUD-RS-6 zoning adjacent to undeveloped property (*11.2.7 Project Boundary Buffers*) require a 0.4 opacity (15' wide buffer). The site plan indicates this buffer adjacent to vacant property on the east boundary line.
- Buffer requirements for a PUD RS-6 requires a 0.6 opacity (25' wide buffer). This site plan indicates this buffer adjacent to these zoning districts on all boundary lines.

Summary of Requested Variances:

- **There were no requested variances in the request as the site plan and lot dimensional standards meet the base zoning standards of an RS-6 zoning district.**

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

PUBLIC COMMENTS

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RESPONSE TO STANDARDS

3.19.6 CRITERIA FOR PLANNING COMMISSION RECOMMENDATIONS

The recommendations of the Planning Commission to the City Council shall show that the Planning Commission has studied and considered the proposed change in relation to the following, where applicable:



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- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;
- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;
- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general; and
- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.

Staff's review of Section 3.19.6 in relation to this request finds the following:

- A. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of any adopted plans;

The future land use classification for the property is "Suburban Neighborhood". According to the Suburban Neighborhood Character Area Matrix, the intent of the character area is to "create new suburban neighborhoods that will improve the quality of life in Columbia, with an increased sense of place and a more interconnected community". A suburban neighborhood future land use is consistent with Connect Columbia within an RS-6 base zoning designation.

- B. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses

The subject property is located along Trotwood Avenue, a minor arterial. This request would align with Connect Columbia within a "Suburban Neighborhood Future Land Use".

- C. Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general;

The applicant's intended use of the property will be subject to the standards contained in the Zoning Ordinance which mitigate potential adverse impacts upon adjoining property owners and the City in general. The development will also be controlled by the PUD Master Plan which can be conditioned to mitigate potential any adverse impacts.

- D. Whether the subject parcel is of adequate shape and size to accommodate the proposed change:

The applicant has provided a Preliminary PUD Master Plan depicting a phased 815-unit

residential development with community amenities. It is generally feasible to develop the site as depicted in the residential sections of the Preliminary Master Plan in conformance with the Zoning Ordinance. At the time of Final PUD Master Plan and Preliminary Plat, staff will review the proposed development to ensure adherence with the standards prescribed in the applicable Zoning Ordinance.

Rezoning:

Staff reviewed the request for an amendment of the Official Zoning Map for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

3.18.7.B ACTION BY THE PLANNING COMMISSION FOR REZONING

The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

1. The rezoning is in agreement with the general plan for the area;
2. It has been determined that the legal purposes for which zoning exists are not contravened;
3. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;
4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public; and
5. It has been determined that conditions affecting the area have changed to a sufficient extent to warrant an amendment to the area's general plan or other applicable local plans, and consequently, the zoning map.
6. The availability of adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities.

Staff's review of Section 3.18.7.B in relation to this rezoning request finds the following:

1. The rezoning agrees with the general plan for the area;

The subject parcel for the proposed zoning and annexation is within a "Suburban Neighborhood" future land use. An RS-6 zoning designation within a Planned Unit Development may be consistent with the adopted general plan for the area.

2. The legal purposes for which zoning exists are not contravened;

All future development will be required to conform to the Zoning Ordinance standards in

effect at that time, as well as the PUD Master Plan; therefore, legal purposes for which zoning exists will not be contravened.

3. There will be no adverse effects upon adjoining property owners;

Adjoining properties include vacant land, a park, and single-family residences. The applicant's Preliminary PUD Master Plan depicts connection to existing park. Development of the site as proposed under the Preliminary PUD Master Plan is unlikely to have an adverse effect upon the adjacent park property.

4. No one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

The proposal will benefit a single property owner; however, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance and modification of the PUD Master Plan.

5. Conditions affecting the area have changed to a sufficient extent to warrant an amendment to City's Zoning Map.

The Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant the addition of a mixed-density residential PUD to the City's zoning map. Between the decennial censuses of 2010 and 2020, the city's population grew at nearly twice the rate of its housing inventory. Demand for both rental and owner-occupied housing in Columbia has increased faster than supply.

6. There are adequate schools, roads, parks, wastewater treatment facilities, water supply, and stormwater drainage facilities to support this zoning change.

Upon the advice of city staff, this request went through staff technical review twice. Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, some plans of service contain caveats or identify the need for the applicant to provide additional analysis.

- *The City of Columbia Public Works Department provided a Plan of Service for sanitation, as well as maintenance of streets and drainage systems, for the proposed development.*
- *Columbia Power and Water Systems (CPWS) has indicated that it will provide electrical service to the proposed development.*
- *The Fire Marshall has indicated that there is adequate water available and pressure.*
- *The City Engineer required a traffic impact study as part of the PUD Master Plan*



application. At resubmittal, the applicant provided a concurrence letter identifying off-site improvements to be made by the developer in order to maintain the current level of service.

- *Maury County Schools did provide comments regarding impacts to the school system. Specifically, the Maury County Schools is reviewing its capacity to serve the proposed development at its facilities in Columbia and Mt. Pleasant. Students living in the proposed development may be assigned to Mt. Pleasant attendance zones.*
- *The City of Columbia Wastewater System indicated flow monitoring will be required at the applicant's expense. Is likely that gravity lines in the area will require major upgrades in order to serve the development.*
- *CPWS (Water) indicated that it has infrastructure in place to serve the proposed development with domestic water.*
- *CPWS (Power) has indicated that it will serve the proposed development.*

Preliminary PUD Master Plan:

Staff reviewed the request for approval of a Preliminary PUD Master Plan for consistency with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

3.20.2 CONSISTENCY WITH AREA DEVELOPMENT PLANS

No PUD shall be approved unless all plans for development are found to be consistent with the then current issue of the General Plan of Columbia and any adopted special development plan for the area in which the development is proposed. The Planning Commission shall make a formal, written finding regarding the consistency of any proposed PUD, said report to include findings that the development:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance; and
- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

3.20.5 COMBINATION OF SEPARATE TYPES OF PUDS

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

3.20.8 CONSISTENCY WITH PUD STANDARDS

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

Staff's review of Section 3.20.2 in relation to this request finds the following:

- A. Will be consistent with the currently effective General Plan as well as any special development plan for the area;
The future land use policy outlined in Connect Columbia is "Suburban Neighborhood" that aligns with an RS-6 PUD master plan.
- B. Is likely to be compatible with development permitted under the general development provisions of the Zoning Ordinance;

As discussed in the summary of zoning standards above, it is feasible to implement the Preliminary PUD Master Plan in accordance with the Zoning Ordinance provided the Planning Commission and City Council grant the deviations from strict application of the limited use standards of the Ordinance pertaining to parking for townhomes.

- C. Will not significantly interfere with the use and enjoyment of other land in the vicinity.

As discussed in the analysis of Section 3.18.7.B.3 above, the Planning Commission may condition its recommendation on revisions to the Master Plan designed to mitigate any identifiable adverse impacts on other properties.

Staff's review of Section 3.20.5 in relation to this request finds the following:

The Planning Commission and the City Council may consider separate types of PUDs (such as residential and commercial PUD) within a consolidated master plan as a single administrative procedure provided the total tract is under the unified control of a landholder and the land area is sufficient to comply with separate area requirements combined. This provision in no way alters any requirements in this article.

The proposed PUD Master Plan includes residential uses of densities and open space that are permissible within an RS-6 base zoning district.

Staff's review of Section 3.20.8 in relation to this request finds the following:

All PUD developments shall be subject to the design standards and requirements of Article 7, Planned Unit Development.

- *The proposed PUD Master Plan conforms to the maximum permitted densities identified in Section 7.3.5 of the Zoning Ordinance.*



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:

1ST CONSIDERATION OF ORDINANCE NO. 4462 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING MOBILE VENDING AND ESTABLISHING JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING - CITYWIDE

RECOMMENDATION: Approve Ordinance No. 4462 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: Amendments may be recommended due to circumstances over a time period. Columbia established mobile vending under the Zoning Ordinance in 2018 and since that time, it has been identified in Strategic Planning to be an item for review. Staff consulted surrounding areas for their regulations and also consulted with local vendors to provide suggested amendments. Also being a part of this zoning ordinance amendment is the establishment of food truck court regulations. Planning Commission then reviewed the various proposed amendments and at the April 12, 2023 meeting recommended approval of the attached by a vote of 6-0.

**AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE
REGARDING MOBILE VENDING AND ESTABLISHING FOOD TRUCK
COURT REGULATIONS**

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 12th day of April 2023, the Planning Commission reviewed and recommended specific changes in accordance to Section 8.5.18, to the Zoning Ordinance regarding modifications of standards for mobile vending along with establishing regulations for food truck courts, Exhibits A and B, as attached hereto and referenced herein, respectively. Said recommendations are being considered after a public hearing held on the 8th day of June, 2023, notice of which was published in the Daily Herald of Columbia fifteen (15) days or more prior to said meeting; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That Ordinance number 4400, the same being the Zoning Ordinance of the City of Columbia, Tennessee is hereby amended by revising the mobile vending standards as attached in Exhibit A;

Section 2: That pursuant to Section 8.5.18.J.4, the City Council makes the following specific findings:

- a. The extent to which the proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements;
- b. The extent to which the proposed Zoning Ordinance Amendment represents a new idea not considered in this Ordinance, or represents a revision necessitated by changing circumstances over time;
- c. Whether or not the proposed Zoning Ordinance Amendment corrects an error in this Ordinance; and
- d. Whether or not the proposed Zoning Ordinance Amendment revises this Ordinance to comply with state or federal statutes or case law.

Section 3: That ordinances or parts of ordinances in conflict herewith are hereby repealed

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
COLUMBIA, TENNESSEE, this the 8th day of June, 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: _____

Additions are Underlined
 Deletions are Strikethrough

1 **TABLE 4.3.9.A-1 – Principal Uses**

2 Remove On-Street Vending / Mobile Vendor from Table
 3 4.3.9.A-1 (p.232)

4 **TABLE 4.3.9.A-3 – Temporary Uses**

5 Add On-Street Vending / Mobile Vending to Table
 6 4.3.9.A-3 (p.264) as a Temporary Use Permitted Subject
 7 to Limited Standards (PL).

8 **§ 4.3.9.E.6.x (p. 252) – Limited Use**
 9 **Standards**

10 x. **Mobile Vending** shall be permitted in accordance
 11 with TABLE 4.3.9.A-3~~the applicable Use Table~~, subject to
 12 the following:

13 (1) Issuance of a Temporary Use Permit
 14 pursuant to Section 8.5.9 ~~for a Temporary Use~~
 15 ~~on private property within any Commercial or~~
 16 ~~Industrial Zoning use.~~

17 (2) All Mobile Vending shall be subject to the
 18 following requirements and limitations:

19 ~~(a) A plot or Building Site plan shall~~
 20 ~~be~~
 21 ~~required to be submitted with the~~
 22 ~~Temporary~~
 23 ~~Use Permit showing: the location of the~~
 24 ~~vending area, the location of the site~~
 25 ~~access points/driveways, the number of~~
 26 ~~parking spaces that are being occupied~~

| *Plot plan requirement at
 application eliminated*

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

27 ~~by the temporary use, and any other~~
28 ~~necessary information, as determined~~
29 ~~by the~~
30 ~~Development Services Department~~
31 ~~(b)~~ a) Access, ingress, egress, and interior
32 vehicular or pedestrian circulation ~~on the~~
33 ~~private property~~ at the vending location shall
34 not be impeded.

35 (b) Mobile vendors may not obstruct corner
36 or driveway sight triangles depicted in
37 Tables 4.3.3.G.1 and 4.3.3.G.2.
38 ~~(c)~~ e) The primary use on site shall maintain an
39 adequate parking supply ~~after the temporary~~
40 ~~use site area.~~

*Adds requirement to
maintain clear sight triangle.*

41 (d) upon request of the Zoning
42 Administrator or the Columbia Police
43 Department the Mobile Vendor shall
44 provide a ~~A~~-written and signed agreement
45 from
46 the property owner, or owner's authorized
47 agent, granting permission for
48 the temporary use of the property, which
49 shall include a provision for the usage of onsite
50 restroom facilities when tables and/or
51 chairs are incorporated.
52 (e) Trash receptacle of adequate size shall
53 be provided by the vendor.
54 (f) All signage shall be on located on the
55 mobile vending apparatus.

*Owner permission no longer
required at time of
application but must be
provided if there is an issue*

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

56 (g) With the exception of special events,
57 vending shall only take place ~~in conjunction~~
58 ~~with a primary structure and/or~~ on a hard
59 surface conforming to Section 4.3.12.C-7 or
60 on properties with existing non-conforming
61 parking areas with an approved driveway
62 entrance.

*Paved surface requirement
modified to permit vending
on existing unpaved lots
with provision to prevent
unauthorized access to RoW.*

63 (h) With the exception of ~~special~~
64 ~~events~~ Food Trucks, mobile vendors shall
65 not remain on a single
66 site for more than four
67 (4) consecutive days within a
68 seven day time period.

*Four-day rule still applies to
non-food trucks. Food trucks
must remain movable (see
sub-para i)*

69 (i) Food Trucks and shall remain
70 movable at all times and may not be
71 permanently
72 secured to the site;- upon request of the Zoning
73 Administrator, each operator of a Food Truck
74 must show current registration to operate the
75 apparatus on public roads and demonstrate
76 that the apparatus is movable.

77 (j) Mobile vendors must dispose of fats,
78 oils, and grease appropriately and may not
79 connect to city sanitary sewer.

*Adds safeguard against FOG
entry into sanitary sewer*

80 (k) Any Mobile Vendor serving alcohol must
81 by licensed by the Tennessee Alcoholic
82 Beverage Commission and must comply
83 with all regulations related to the sale of
84 alcohol.

*This deals with the mobile
bar situation. They must
comply with ABC regulations
and the Municipal Code and
have a designated area.*

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

(l) Mobile Vendors operating at a location for a duration of more than four hours must have a written agreement, available upon request by the Zoning Administrator or the City of Columbia Police Department, that permits employees to have access to a restroom no more than 300 feet from the vending location during all the hours of operation.

Restroom facilities required for employees.

(3) Within Character District CD-5, ~~on a case by case basis, Mobile Vending trucks~~ Food Trucks and Pushcarts may be permitted to set up for service or to conduct business in the public right of way under the following criteria, ~~which shall be reviewed for approval by the Zoning Administrator:~~

Vending in- RoW within CD-5 allowed on streets that the ZA has deemed appropriate for 90-days at a time. The ZA will publish a map each quarter and revise based on experience. Hours limited to 7am – 10pm.

- ~~(a) Compliance with the requirements of Sections 4.3.9.D.6.x(2)(a)-(h);~~
- ~~(b) Mobile Vending Location~~ locations and time of service are clearly outlined on the permit shall be limited to street sections segments designated as appropriate for Mobile Vending by the Zoning Administrator Zoning Administrator; the Zoning Administrator shall create a map of street segments designated for mobile vending at least quarterly; Mobile Vendors who set up for service in the right of way must verify allowable vending locations
- (b) Hours of operation shall be limited to 7:00

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

114 am to 10:00 pm;

115 (c) Only one parking space ~~as assigned by~~
116 ~~the Zoning Administrator~~ shall be occupied;

Six-hour limit for street vending.

117 (d) Such Food Truck shall be removed from
118 the parking space each day; ~~n~~No Food Truck
119 may remain in the public rights of way for more
120 than six (6) consecutive hours;

121 (e) Mobile Vendors shall not reserve,
122 obstruct, or otherwise limit the use of
123 parking spaces while not actually occupying
124 the space;

Unimpeded flow of vehicular and pedestrian traffic required. Reserving spaces not permitted.

125 (f) The Zoning Administrator, the Department
126 of Public Works, or the City of Columbia
127 Police Department may direct the Mobile
128 Vendor to vacate the right of way at any time,
129 the Mobile Vendor must immediately comply
130 with directions to leave a parking space. ~~The~~
131 ~~Use must be fulfilling a lack in~~
132 ~~culinary diversity within the area, so as to not~~
133 ~~directly compete with area brick and mortar~~
134 ~~stores.~~

135 (f) The mobile vendor shall clearly identify the
136 mobile vending area with traffic cones or similar
137 device.

138 (4) Within CIVIC Districts, Food Trucks may be
139 permitted to set up for service or to conduct
140 business under the following criteria:

Mobile vending in CIVIC Districts as part of a City sanctioned event. Vendors must hold an active mobile vending permit.

141 (a) The Mobile Vendor holds a current
142 Mobile Vending Permit;

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

(b) The City of Columbia, or a person or organization that has entered into a use agreement with the City of Columbia, has invited the Mobile Vendor to cater a community event;

(c) The serving window of the Food Truck must face away from any right of way; and

(d) The mobile vendor shall clearly identify the mobile vending area with traffic cones or similar device.

~~(45)~~ Except as set forth in Section 4.3.9.D.6.x(3) with respect to Character District CD-5, in order to maintain the safe movement of vehicles and pedestrians on the City's roadways, Mobile Vendors, excluding Ice Cream Truck and Canteen Truck operations, shall not be permitted to set up for service or to conduct business on any public right-of-Way.

~~(56)~~ In addition to the circumstances under which Mobile Vendors may be permitted to set up for service or to conduct business in the public right of way of Character District CD-5 -under Section 4.3.9.D.6.x~~(53)~~, Mobile Vendors shall be permitted to set up for service or to conduct business in Character District CD-5 for a special event that includes full or partial street closures, or mass gathering permits sanctioned by the City.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

(7) A canteen truck with a current mobile food vending permit may operate on private property or from the right of way adjacent to a construction site with an active building permit in order to cater to on-site workers: between the hours of 6:00 a.m. and 6:00 p.m. on week days; a Canteen Truck may not remain on any one site for more than one (1) hour each day; the serving window of the Canteen Truck must face private property.

Adds Canteen Truck provisions which match Brentwood and other cities modeled on Brentwood.

(8) An Ice Cream Truck with a current mobile food vending permit may operate on private property or from the right of way; an Ice Cream Truck may not remain at any one location for more than 15 minutes before relocating to another location not less than one- quarter mile from the previous location; the serving window of the Ice Cream Truck must face private property.

Adds ice cream truck regulations. The Ordinance already includes a definition but these standards permit them to operate.

~~(96) The Zoning Administrator may revoke the annual temporary use permit found to be in violation of any provision of this Ordinance. Permit holders with repeated violations may have the annual temporary use permit revoked.~~

8.5.9 Temporary Use Permit

A. Applicability.

1. Temporary Uses occurring on property outside of the public right-of-way shall be allowed only upon the issuance of a Temporary Use Permit, except as set forth in Section 4.3.9-G.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

2. The provisions of this section shall not apply to Temporary Uses occurring within the public right-of-way, except as provided for in section 4.3.9.E.6.x.

B. Application Requirements.

A Temporary Use Permit application shall be submitted in accordance with Section 8.5.4.C.

C. Action by Zoning Administrator.

1. After receiving the application, the Zoning Administrator shall have up to 30 days to review the application.

2. Upon hearing recommendations from all appropriate departments, the Zoning Administrator shall approve the issuance of a Temporary Use Permit subject the use standards established in Section 4.3.9 and the following:

a. No lighting or electrical service shall be provided without an electrical permit;

b. No Temporary Use Structure shall be erected without a Building Permit;

c. No Temporary Use Structure shall block fire lanes or pedestrian or vehicular access;

d. The site of the Temporary Use shall be cleared of all debris at the end of the Temporary Use. All temporary Structures shall be cleared from the site within five days after the use is terminated;

e. Written permission of the property owner for the Temporary Use shall be provided;

f. Adequate Parking shall be provided;

g. Required Parking for other uses shall remain available;

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

230 h. Adequate traffic control measures shall be
231 provided;
232 i. Adequate provisions for refuse disposal and
233 sanitary facilities shall be provided; and
234 j. When appropriate, adequate provisions for
235 crowd control shall be provided.
236 3. Temporary Use Permits shall be valid for the
237 time period established in Section 4.3.9.G. Where no
238 time period is established in Section 4.3.9.G, the use
239 shall automatically be permitted for thirty (30) days.
240 The Zoning Administrator may extend this time
241 period by up to sixty (60) days at his/her discretion
242 provided the request is made at the time of original
243 application.
244 4. Temporary Use Permits may be renewed one time
245 by the Zoning Administrator unless other renewal
246 standards are specified in Section 4.3.9.G or in other
247 provisions of this Section.

248 D. Temporary Use Permit for Mobile Vending

249 (1) All permits for Mobile Vending shall expire one
250 year from the date of issuance, and shall be
251 renewable.

One-year permit

252 (2) The fee for a Mobile Vending permit shall be
253 established as provided under Section 8.5.4.C.;
254 applicants found to be operating without a permit
255 within the previous twelve (12) months shall be charged
256 200% of the regular fee.

Double fee for operating without a permit.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

(3) Prior to issuing a permit for Mobile Vending, the Zoning Administrator shall confirm that the City of Columbia Fire Marshal has inspected the mobile vending apparatus and issued a fire permit certifying compliance with the International Fire Code, or the that the Fire Marshall has accepted an equivalent fire permit.

This provides for the possibility of a statewide fire permit. The permit may be issued by either the City of Columbia Fire Marshal or State Fire Marshal.

~~D~~E. Revocation of Temporary Use Permit.

A Temporary Use Permit shall be revoked if the Zoning Administrator finds that the terms of the permit have been violated or that there is a hazard to the public health, safety and welfare.

E. Appeal

Final action on a Temporary Use Permit may be appealed in accordance with Section 8.5.17.

§ 9.3 (p.500 & p.508) – Definitions

Canteen Truck: A Mobile Vending Apparatus used to serve pre-cooked products to workers at various locations where other food service options are unavailable or impractical (e.g. construction site). Service is often from the Right-of-Way.

Adds Canteen Truck definition (see 4.3.9.x.7)

Proposed Zoning Text Amendment

Additions are Underlined
Deletions are Strikethrough

279 Food Truck: A Mobile Vending Apparatus which
280 qualifies as a vehicle or tow-behind trailer under
281 TCA § 55-1-101-126 from which edible food
282 products and beverage are cooked, prepared,
283 assembled and offered for sale to the general public
284 for immediate consumption. A food truck is not a
285 Mobile Kitchen.

Adds specific definition for Food Truck, a subset of Mobile Vending Apparatus. Food Trucks are permitted in some circumstances that others are not (i.e., permissive on-street vending in CD-5).

286 Ice Cream Truck: are motorized vehicles from which the
287 operator vends only pre-packaged frozen dairy or
288 frozen water based food products. Service is often from
289 the Right-of-Way.

290 ~~Mobile Vendor~~ Mobile Vending: any temporary
291 activity and/or apparatus from which the
292 operator which includes preparations, assemblies, or
293 display of items with the intent to sell such items to
294 the general public (excluding produce stands).

295 Mobile Vending Apparatus: Any vehicle, trailer, cart,
296 table, tent or other equipment utilized for Mobile
297 Vending.

Separates definition of land use activity and physical apparatus.

298 Pushcart: A mobile vending apparatus which may be
299 moved without assistance of a motor from which
300 merchandise or food is stored and prepared with the
301 intent to sell to the public.

Adds definition to allow hotdog carts, ice cream carts and similar vendors to set-up operate in the CD-5 right-of-way.

302

Zoning Text Amendment

Food Truck Court

Additions are Underlined

~~Deletions are Strikethrough~~

TABLE 4.3.9.A-1 (p.231) – Principal Uses

Add Food Truck Court to Table 4.3.9.A-1 as a Principal Use within the Restaurant grouping, Permitted Subject to Limited Standards (PL) in CD-4, CD-4C, CD-5, CD-5C, SD-LI, and SD-INT and Not Permitted (NP) in CD-2, CD-3, CD-3L, and SD-HI.

Adds Food Truck Court as a new principal use.

TABLE 4.3.12.B-12 (p. 273) –

Vehicular Parking Requirements

Add Food Truck Court minimum parking ratio of two spaces per mobile Food Truck stall.

§ 8.5.6.D.3 (p. 411) – Development

Plan Review

The Planning Commission shall be the Decision Making Authority for Site Development Plans that include Food Truck Courts, Large Multi-Family Buildings or Manufactured Home Parks, one or more Development Parcels, or an application referred by the Zoning Administrator.

Development Plan approval required to establish a Food Truck Court. The Planning Commission is Decision Making Authority.

§ 4.3.9.E.6 (p. 247) – Limited Use

Standards

I. Food Truck Courts shall be permitted as a Principal Use on any Lot or Building Site in

New Limited Use Standard will become sub-paragraph I, subsequent uses will be relisted accordingly.

Zoning Text Amendment

Food Truck Court

Additions are Underlined
~~Deletions are Strikethrough~~

23 accordance with Table **4.3.9.A-1**, subject to the
24 following:

25 (1) Approval of a Development Plan pursuant to Section
26 8.5.6. As part of the Development Plan application, the
27 Zoning Administrator shall review the items listed below
28 and may request review by other City of Columbia
29 officials.

30 (2) Each Food Truck operating within a Food Truck Court
31 must hold a current Mobile Vending permit from the
32 City of Columbia.

33 (3) A designated manager must be responsible for the
34 orderly organization of the site, the cleanliness of the
35 site, and compliance with all City of Columbia
36 regulations.

37 (4) The Food Truck Court must be kept clear of litter and
38 debris at all times.

39 (5) Waste receptacles must be provided on site during
40 all hours of operation.

41 (6) At least 30 percent of the lot or building site area
42 must be shared common area not utilized for Food
43 Truck stalls or parking.

44 (7) The common area shall be designed for customer
45 use and must include designated seating for patrons.

46 (8) Electrical service must be provided on-site.

47 (9) Food Truck Courts on lots or building sites greater
48 than or equal to 0.50 acres in area must provide on-site

Zoning Text Amendment

Food Truck Court

Additions are Underlined

~~Deletions are Strikethrough~~

accessible restroom facilities available for both
customers and employees within a permanent
structure.

(10) Food Truck Courts on lots or building sites less than
0.50 acres in area must either provide

(a) on-site accessible restroom facilities; or

(b) a written agreement granting use of
restrooms within 300 feet of the Food Truck
Court for customers and employees during
hours of operation.

(11) Temporary or portable toilet facilities are not
permitted.

(12) Each Food Truck shall occupy a designated Food
Truck Stall.

(13) Food Truck stalls shall conform to the
dimensional standards of a parallel parking stall in
Table 4.3.12.C-1 and to the off-street parking surface
requirements of the applicable Character District or
Special District.

*A paved surface is required
for Food Truck stalls.*

(14) There shall be at least ten feet of unobstructed
clearance between each Food Truck.

(15) Food, drink, and other merchandise must be sold
directly from Food Trucks or other Mobile Vending
Apparatuses.

(16) Except in Character District CD-5, the sale of
alcohol in a Food Truck Court is prohibited.

Zoning Text Amendment

Food Truck Court

Additions are Underlined

~~Deletions are Strikethrough~~

(17) Food Truck Courts with more than five Food Truck stalls must utilize a single point of sale system associated with a business entity with a situs and current business license and in the City of Columbia.

(18) Required parking shall be provided

(a) as described at § 4.3.12.B.3;

(b) on another lot or building site within 1,320 feet of the Food Truck Court by parking agreement or easement, provided the principal use on the shared site shall maintain minimum required parking;

(c) On street space within 1,320 feet of the Food Truck Court; or

(d) a combination of a -c above.

(19) The Food Truck Court operator shall provide a detailed operating plan which includes:

Operating plan required.

(a) The maximum number of Food Trucks that can operate on the site at one time;

(b) A copy of the rules of operation to which Food Trucks operating on the site must adhere;

(c) A plan for the appropriate disposal of fats, oils, and grease which prevents release into the city sanitary sewer;

(d) Hours of operation of the Food Truck Court;

Zoning Text Amendment

Food Truck Court

Additions are Underlined

~~Deletions are Strikethrough~~

(e) Contact information for the designated manager;

(f) An explanation of how required parking will be provided; and

(g) An explanation of how required restroom facilities will be provided.

(20) The Food Truck Court operator shall provide a plot or building site plan which depicts:

(a) The exact location of each Food Truck stall;

Plot plan required

(b) The location of all permanent structures on the property;

(c) Access, ingress, egress, and interior vehicular and pedestrian circulation;

(d) The location of any on-site parking;

(e) The location of landscaping;

(f) The location of all seating areas, trash receptacles and other movable and permanent physical elements of the Food Truck Court; and

(g) All other information deemed necessary by the Zoning Administrator.

§ 9.3 (p.508) – Definitions

Food Truck Court: A parcel of land where two or more Mobile Vendors congregate to offer food and beverage for sale to the public as the principal use of

Adds Food Truck Court definition.

Zoning Text Amendment

Food Truck Court

Additions are Underlined

~~Deletions are Strikethrough~~

125 the site, where permitted by Table 4.3.9.A-1. This
126 definition shall not be interpreted to include a
127 congregation of mobile food vendors as an accessory
128 use or temporary use, where permitted by Table
129 4.3.9.A-2 and 4.3.9.A-3.

STAFF REPORT CONTACT INFORMATION

Kevin McCarthy, City Planner & Zoning Administrator, kmccarthy@columbiatn.com, 931-560-1531

APPLICATION NUMBER

23-0035

APPLICANT/PROPERTY OWNER

Zoning Administrator/ N/A

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

Citywide

SUMMARY OF REQUEST: Zoning Ordinance Text Amendment (Mobile Vending)

Updated Following April Planning Commission Meeting

This is a request to amend the text of the zoning ordinance at § 4.3.9.E.6.x. The proposed amendment is intended to better regulate food trucks and other mobile vendors. The proposed changes remove impediments for mobile vending entrepreneurs while protecting and promoting the public health, safety, comfort, morals and general welfare of Columbia.

This request was presented to Planning Commission on the initiative of the Zoning Administrator. The City Council established a policy agenda for the City as part of the 2022 strategic plan. The agenda prioritizes various actions necessary to position Columbia as an attractive livable city with a growing economy. The plan identifies “evaluate city food truck ordinance” as a top priority. In Columbia, food trucks are regulated by the mobile vending provisions of the Zoning Ordinance.

As directed by the Strategic Plan, the Zoning Administrator and the director of Development Services asked planning staff to research how Middle Tennessee communities regulate mobile vending, and to identify administrative challenges related to the current ordinance. Staff presented initial research to the Planning Commission at its January 2023 meeting. On February 16, 2023, staff from Development Services and the Office of the Fire Marshal held a listening session with mobile vendors and other stakeholders to hear suggestions for improving the ordinance.

Staff initially prepared two alternatives for the Planning Commission to consider. The first “Zoning Administrator’s Proposed Text Amendment” incorporates many recommendations from mobile vendors, the best practices of other communities, and the experience of the Zoning Administrator. The second, “Alternative Proposed Text Amendment” included all of the changes supported by the Zoning Administrator, as well as additional recommendations from mobile vendors. At its April 2023 meeting, the Commission recommended a proposed text amendment which incorporates elements of both proposals.

At its March 2023 meeting, the Planning Commission directed planning staff to research additional topics: Food Truck Courts and Mobile Kitchens. Staff presented draft zoning text amendments related to these topics at the Commission’s April meeting. The Planning Commission recommended adoption of the Food Truck Court standards.

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS PROPOSED	SIZE OF PROPERTY
N/A	N/A	N/A	N/A	N/A

CONSISTENCY with the COMPREHENSIVE PLAN: The proposed zoning text amendment regulates a temporary land use that occurs throughout the city. Connect Columbia does not provide specific policy direction for mobile vending. The proposal is consistent with the guiding principles listed at p.5 of the Framework Plan. Updated mobile vending regulations provide a dynamic community that provides “diverse opportunities for economic innovation and growth.” Orderly mobile vending adds to Columbia’s sense of place by enhancing a vibrant community character.	HISTORY In the late 2010s, Development Services staff found that the city’s 90-day temporary use permit did not accommodate the needs of mobile vendors serving customers in Columbia. The Planning Commission first considered mobile vending regulations in October of 2017. After months of review by Planning Commission and City Council, Columbia added mobile vending standards to the Zoning Ordinance in April 2018. The mobile vending standards carried over with only minor modification when the city adopted the current zoning ordinance in July 2022. Following a failed attempt to preempt local authority to regulate mobile vending during the 112th General Assembly, City Council identified “evaluate city food truck ordinance” as a top priority for city staff.
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CONFORMITY to the ZONING ORDINANCE: Zoning Ordinance Referenced: The mobile vending regulations are located at § 4.3.9.E.6.x (p. 252) with reference to the parking lot standards at 4.3.12.C.7 (p. 280). Applicable definitions are located at § 9.3 (p.500 & p.508) of the Zoning Ordinance. Specific standards considered for revision include: • § 4.3.9.E.6.x(1) – Excluding mobile vending from residential zones (CD-2, CD-3L, CD-3) • § 4.3.9.E.6.x(2)(a) – The requirement for a detailed plot plan submitted at the time of application. • § 4.3.9.E.6.x(2)(d) – The requirement for an owner agreement at the time of application. • § 4.3.9.E.6.x(2)(h) – Limiting the duration of the temporary use to four days out of seven. • § 4.3.9.E.6.x(3) – The criteria for Zoning Administrator approval of vending in the right-of-way in the CD-5 district • § 4.3.9.E.6.x(5) – Exemptions for city-sponsored events and mass gatherings. Staff Comment: The proposed text amendment responds to concerns from staff and permitted mobile vendors. • Both options enact the following changes. ○ Adjusts Tables 4.3.9.A-1 and 4.9.3.A-3. ○ Adds a Mobile Vending Apparatus definition (§ 9.3; p11, L 295 297). ▪ It has become apparent over time administering the ordinance that various vendor types require differing standards. Defining an apparatus, and types of apparatuses, allows the Zoning Administrator to understand the regulatory intent
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- of Planning Commission and City Council for different situations.
- Adds a Food Truck definition (§ 9.3; p.11, L 279 285).
 - This change responds to a request from food truck operators to distinguish their businesses from other mobile vendors. It also reflects the implicit directive of City Council in the instruction to “evaluate city food truck ordinance.” It is the practice of other jurisdictions across Middle Tennessee to specifically define and regulate the activity of operating a food truck as distinct from other mobile vending.
- Adds a Pushcart Definition (§ 9.3; p.11, L 298 301).
 - Several individuals have asked the Zoning Administrator whether the Ordinance permits this type of vending. The new definition clarifies when and where vending from a pushcart is appropriate.
- Eliminate the requirement for a plot plan at application (§ 4.3.9.E.6.x.2; 4.3.9.E.6.x.2; p.1 2, L
- 19 30).
 - This change reflects the best practices of other communities across Middle Tennessee, removes a significant frustration for applicants, and eliminates an administrative burden for staff.
- Clarifies the requirement to maintain a clear sight triangle at any mobile vending location (§ 4.3.9.E.6.x.2; p. 2, L 35 37).
 - The Zoning Administrator requests this provision to protect the safety and welfare of the public.
- Eliminates the requirement for owner permission form at application (§ 4.3.9.E.6.x.2; 4.3.9.E.6.x.2; p.2, L 41 51).
 - This change reflects the best practices of other communities across Middle Tennessee, removes a significant frustration for applicants, and eliminates an administrative burden for staff. The proposed language does require vendors to document permission upon demand, a best practice among other cities in the region.
- Clarifies the prohibition on release of fats, oils, and grease into the City’s sanitary sewer system (§ 4.3.9.E.6.x.2; p. 3, L 64 66).
 - The Zoning Administrator requests this provision to protect public infrastructure.
- Clarifies the regulatory authority for mobile vendors serving alcohol (§ 4.3.9.E.6.x.2; p.3, L 67-71).
 - The Zoning Administrator has had limited experience with mobile alcohol vendors. Significant research was required to answer questions from a mobile vendor who recently requested a permit to sell alcohol from a mobile apparatus. The Tennessee Alcoholic Beverage Commission thoroughly regulates the activity and the municipal code contains provisions which limit the location of alcohol sales. The proposed language clarifies the regulatory authority for potential vendors and future staff.
- Allows permissive vending in right-of-way within character district CD-5 on street segments designated by the Zoning Administrator (§ 4.3.9.E.6.x.3; p. 3 5, L 72-119).
 - This is the most significant proposed change. The change was suggested by a group of at least ten mobile vendors who coordinated their recommendations. Although permissive on-street vending is not a widespread practice among peer cities, Murfreesboro has successfully permitted mobile vending by food trucks in



designated areas of the downtown area since 2016. The proposal allows the Zoning Administrator to periodically adjust the permissive vending areas to relieve potential conflicts over parking. This approach also allows the Zoning Administrator to leverage public interest in food trucks and direct activity to emerging commercial revitalization throughout downtown Columbia. The initial designations will likely include sections of W. 5th Street, portions of N. Main north of E 6th Street, portions of E. 6th Street, portions of Glade Street, Woodland Street, E. 8th Street, and the 900 block of S. Main Street.

- Adds a Canteen Truck definition (§ 9.3; p.10, L 274-278).
 - The definition distinguishes distinct activities (Food Trucks and Canteen Trucks). Due to operation from the right-of-way and regular presence in residential areas, Canteen trucks pose a greater risk to public welfare than Food Trucks which vend from one location at a time.
- Adds Canteen Truck standards which allow mobile vending at active construction sites for up to one hour (§ 4.3.9.E.6.x.6; p. 6, L 137-145).
 - This change recognizes and regulates an activity which is already occurring in Columbia and adopts best practices from other municipalities in the region.
- Modifies the Ice Cream Truck Definition (§ 9.3; p.11, L 286-289).
 - The modified definition distinguishes distinct activities and clarifies that Ice Cream Trucks operate from the right-of-way.
- Adds Ice Cream Truck standards which allow limited mobile vending from the right-of-way for up to 15 minutes (§ 4.3.9.E.6.x.7; p. 6, L 146-153).
- Modifies the procedural language in § 8.5.9 to clarify that temporary uses may occur in the right-of-way.
 - The current language is contradictory; the proposed language provides greater clarity.
- Adds a subsection to § 8.5.9 which deals specifically with mobile vending (p. 10, L 248-263).
 - The current ordinance does not distinguish procedurally between mobile vending and other temporary uses. The additional language creates a process to accommodate the unique needs of mobile vendors.
- Provides for a permit that expires one year from the date of issuance (§ 8.5.9.D.1; p. 9, L 249-251).
 - This change responds to a request from mobile vendors, spreads the administrative burden throughout the year, and adopts best practices of many Middle Tennessee jurisdictions.
- Adds a penalty fee for operating without a permit (§ 8.5.9.D; p. 9, L 252-256).
 - The change creates a disincentive for operating in Columbia without a permit.
- Adds language clarifying the need to obtain a fire permit (§ 8.5.9.D; p. 10, L 257-263).
 - The Fire Marshall and the Zoning Administrator each permit mobile vendors under different regulatory authority. The Zoning Administrator has required applicants to pass the Fire Marshall's inspection prior to issuance of a mobile vending permit. Similarly, the Fire Marshall will not release the fire permit until the applicant has met the requirements for a mobile vending permit. The new language codifies this administrative practice. The wording of the language is flexible enough to include a state fire permit should the General Assembly enact HB0814/SB0907.



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- Modifies the “paved surface” requirement (p. 3, L 56 62).
 - This change would permit mobile vending on vacant properties with an existing non-conforming parking area and an approved driveway access.
- Removes the “four-day rule” limitation for Food Trucks and clarifies the requirement that a Food Truck remain movable at all times (p. 3, L 63 67).
 - Staff receives frequent complaints about the “four-day rule.” A few operators have simply ignored the rule. Effective enforcement is a challenge for staff. There is no clear best practice among peer cities. Some require mobile vendors to move daily, others do not regulate the duration of the activity on a single site. A group of mobile vendors have requested the elimination or modification of this requirement.
- Provides for mobile vending in Civic districts at the invitation of the City, another local government, or an organization with an approved use agreement with the city (p. 5-6, L125-154).
- Adds a requirement that mobile vendors secure access to a restroom for employee use when on a mobile vending location for more than four hours.

In addition to these substantive changes, the Zoning Administrator will modify the procedures for reviewing and issuing mobile vending permits.

- Zoning staff will send a confirmation email through the Land Management (LAMA) online permitting portal (applicants must provide email address in order to receive confirmation). The email will confirm that the application has been received and list any deficiencies to be corrected.
- If the Planning Commission and City Council amend the Zoning Ordinance to allow on-street vending on designated street segments, the Zoning Administrator will, at least quarterly, publish a map of areas in the CD-5 zone where permissive vending may occur in the right-of-way.

Food Truck Courts:

- A Food Truck Park or Food Truck Court is a commercial land use which provides a gathering place for food truck patrons to experience a rotating troupe of mobile vendors. Attendees at the February 16th listening session provided examples of this land use in other cities.
- Over the course of the past year, at least two property owners have asked whether this land use is permitted in Columbia.
- The Planning Commission directed staff to research the issue and prepare draft ordinance changes to accommodate the use.
- At its April meeting, the Planning Commission recommended a proposed text amendment that adds the new land use and associated standards to the Zoning Ordinance.

Planning Commission and City Council Action:

Section 8.5.18.G and J require the Planning Commission and City Council to make specific findings with regard to the grounds for a Zoning Ordinance amendment. Those standards are listed below with staff analysis.

ATTACHMENTS
(CIRCLE)

SUBMITTED
PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

Zoning Ordinance Text Amendment:

Staff reviewed the request for a zoning text amendment for consistency with the standards listed in the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

Staff's review of Section 8.5.18.C in relation to this request finds the following:

1. All petitions for Zoning Ordinance Amendment must be consistent with the Comprehensive Plan and applicable local plans. A petition for Zoning Ordinance Amendment shall not be approved by the City Council when there is a conflict with the Comprehensive Plan or applicable local plans, as determined by the Planning Commission (see Section 8.3.3.B.4).

Staff Comment: The relevant section of the Zoning Ordinance regulates a temporary land use that occurs throughout the city. Connect Columbia does not provide specific policy direction for mobile vending. The proposal is consistent with the guiding principles listed at p.5 of the Framework Plan. Updated mobile vending regulations provide a dynamic community that provides "diverse opportunities for economic innovation and growth." Orderly mobile vending adds to Columbia's sense of place by enhancing a vibrant community character.

2. When required, an application for an amendment to the Comprehensive Plan or local plan may be submitted concurrently with an application for Zoning Ordinance Amendment. The decisions, however, shall be rendered with separate motions.

Staff Comment: The proposed revision to the Zoning Ordinance does not require an amendment to Connect Columbia.

Staff's review of Section 8.5.18.G in relation to this request finds the following:

3. The Planning Commission in its review and recommendation shall make specific findings with regard to the following grounds for a Zoning Ordinance Amendment and shall note the same in the official record as follows:
 - a. The extent to which the proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements

Staff Comment: The proposed zoning text amendment is consistent with the



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purposes, intent, and objectives listed at § 1.5 (p. 6). Specifically, the text amendment will “protect and promote the public health, safety, morals, comfort, convenience, and general welfare of the people and community” (§ 1.5.1.A) and allows for the beneficial use of property (§ 1.5.1.P).

Mobile vending is a temporary use. Disguising between temporary mobile vending activity and permanent retail sales remains an important issue for Planning Commission to consider. Establishing standards for the built environment is a primary function of the Zoning Ordinance. One of the stated purposes of the Ordinance is to fix “reasonable standards to which buildings or structures shall conform” (§ 1.5.1.G). Another purpose of the Ordinance is to prohibit “uses, buildings, or structures which are incompatible with the character” of the specified zoning districts (§ 1.5.1.H).

Section 4.3.9.E.6.x(2)(h) of the current ordinance limits the duration of the temporary use to four days out of seven. The recommended zoning text amendment removes this standard, but clarifies that a mobile vending activity must be transitory and that any associated apparatus must remain movable at all times. This change provides flexibility for mobile vending businesses while maintaining standards for permanent structures erected in the city.

Peer cities are mixed in their treatment of this issue. Some require mobile vendors to move from the vending location daily, creating a clear distinction between temporary and permanent activities. This approach may be overly burdensome for vendors who have ongoing multiday arrangements to vend at a particular location. A few jurisdictions in Middle Tennessee do not limit duration of mobile vending at all. This approach negates the bulk standards of the ordinance and removes quasi-permanent structures from life safety regulations of the International Building Code and the International Fire Code. The recommended text amendment provides a middle-course between overly burdensome regulatory framework and an effective loophole in the standards for the built environment. Planning Commission may determine that a different standard would better distinguish temporary from permanent activities. However, mobile vendors and other stake-holders have been emphatic in their comments that the “four-day rule” limits their ability to serve customers in Columbia. There is room for greater flexibility without contravening the purposes of the ordinance.

- b. The extent to which the proposed Zoning Ordinance Amendment represents a new idea not considered in this Ordinance, or represents a revision necessitated by



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changing circumstances over time;

Staff Comment: The proposed zoning text amendment represents a revision necessitated by changing circumstances over time. The minutes of the Planning Commission meetings in October 2017, November 2017, and February 2018 indicate that the current standards are a first step in regulating a new activity. Further refinement was expected. Over the last five years, City staff have learned more about the needs of mobile vendors. The proposed zoning text amendment is intended to accommodate their needs while protecting the public interest and providing orderly conduct of the regulated land use.

- c. Whether or not the proposed Zoning Ordinance Amendment corrects an error in this Ordinance; and

Staff Comment: The proposed zoning text amendment is not intended to correct an error in the Ordinance, however, staff suggests taking the opportunity to correct any scrivener's errors in the relevant section of the Ordinance.

- d. Whether or not the proposed Zoning Ordinance Amendment revises this Ordinance to comply with state or federal statutes or case law.

Staff Comment: During the 112th General Assembly, Representative Michael Curcio, along with Senator Kerry Roberts, proposed a bill to preempt local regulation of food trucks. If enacted as proposed, the bill would have prevented Columbia and other municipalities from regulating the operations of a "mobile food unit" on private property. The proposal would have also prevented the Fire Marshal from requiring compliance with the International Fire Code as adopted by the City of Columbia. The language of the bill did not permit a municipality to require mobile vendors to obtain a local fire inspection if the vendor had already passed a fire inspection elsewhere in the state, regardless of the inspecting jurisdiction's standards. The House bill was evaluated by one subcommittee before failing to advance beyond the full Health Committee. The Senate version of the bill was referred to the Health and Welfare Committee but was never placed on the agenda.

While the bill was under consideration, several mobile vendors from Columbia spoke at a City Council meeting recommending that the city reevaluate its regulation of food trucks. The failure of the proposed legislation to advance to the agenda of a single committee in the Senate, or move beyond the Health Committee in the House, indicates that total preemption of local authority to regulate mobile vendors is unlikely in the near future. However, the General Assembly is currently considering HB0814/SB0907 which would require the State Fire Marshall to create



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a statewide fire permit for food trucks.¹ If enacted as proposed, the bill would require municipalities to accept the statewide permit in lieu of inspection by a local fire marshal. The language of the proposed zoning text amendment allows for this possibility.

Mobile vendors have made staff aware of a growing movement, largely coordinated by the Institute for Justice, to challenge local food truck regulations in court. So far, most of these cases have focused on anticompetitive provisions which separate mobile food vendors from brick-and-mortar restaurants. In some cases, food trucks needed approval from restaurateurs to operate nearby. Columbia's ordinances do not contain any provisions of this kind. So far, there have not been any similar challenges to Tennessee jurisdictions' regulation of mobile vending.

The criteria for City Council action on a Zoning Ordinance Amendment at § 8.5.18.J.4 are identical to the criteria for Planning Commission review at 8.5.18.G.3. Staff's analysis is the same for both sets of criteria.

¹ <https://wapp.capitol.tn.gov/apps/BillInfo/Default.aspx?BillNumber=HB0814>



CITY OF COLUMBIA TENNESSEE
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STAFF REPORT CONTACT INFORMATION

Kim Dale, Asst. City Recorder, kdale@columbiatn.com, 931-560-1579

AGENDA ITEM TITLE:

1 ST CONSIDERATION OF ORDINANCE NO. 4463 – AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2023 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00 AND ESTABLISH THE DATE OF JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING – CITY RECORDER’S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4463 on first consideration and establish the date of June 8, 2023 as the date of Public Hearing.

INFORMATION: Annually, the City Council adopts the property tax rate by Ordinance. This proposed Ordinance calls for the tax rate of \$0.8251 per \$100.00 of assessed value for the 2023 City taxes.

CERTIFICATION:

ATTACHMENTS: Ordinance No. 4457

**AN ORDINANCE FIXING THE TAX RATE FOR THE
CITY OF COLUMBIA FOR THE YEAR 2023 ON ALL
TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00**

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That there is hereby levied on all taxable property, real, personal and mixed, the sum of \$0.8251 on each \$100.00 of such taxable property for the year 2023 for the following purposes:

General Corporation Purposes \$0.8251

Section 2: That this Ordinance is enacted pursuant to Article 9, Section 9.07 (2) of the Charter of the City of Columbia, consistent and in conformity with which it shall be administered, executed and construed.

Section 3: That such taxes shall become delinquent on the fifteenth (15th) day of December, 2023, and immediately upon the delinquency of such taxes, shall bear interest at the rate of one-half percent (1/2%) from December 16, 2023 through December 31, 2023 and thereafter at the rate of six percent (6%) per annum, and in addition, a penalty of one-half of one percent shall apply for each month thereafter, beginning with the first day of February, 2024.

Section 4: This Ordinance is passed after a public hearing held on the 8th day of June 2023, with notice of said hearing being given in the Daily Herald of Columbia, Tennessee.

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

APPROVED ON FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed 1st Consideration _____

Passed 2nd Consideration _____



CITY OF COLUMBIA TENNESSEE
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STAFF REPORT CONTACT INFORMATION

Thad Jablonski, Finance Director, tjablonski@columbiatn.com, 931-560-1580

AGENDA ITEM TITLE:

1ST CONSIDERATION OF ORDINANCE NO. 4464 – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2023 THROUGH JUNE 30, 2024 AND ESTABLISH JUNE 8, 2023 AS THE DAY OF PUBLIC HEARING

RECOMMENDATION: Approve Ordinance No. 4464 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: Each year, pursuant to the City Charter, the City Council considers the formal adoption of the City budget through an appropriation ordinance for the coming year. The proposed budget was delivered to the City Council at the May 4th study session. The Wastewater budget was presented to the City Council in April in one-on-one session. One-on-one meetings were held for review of other departments and funds in advance of first consideration. Additional meetings will be scheduled as necessary. A Public Hearing is required prior to second consideration and will be scheduled for June 8, 2023. Required publication of the tentative Appropriation Ordinance was made in the Columbia Daily Herald on April 30, 2023.

Per past practice, the City Council is being requested to advance the Appropriation Ordinance for the upcoming fiscal year based upon the appropriations listed in the proposed budget. The total proposed budget is \$80,428,968.

Second consideration and final adoption of the proposed ordinance is tentatively scheduled for June 8, 2023.

**AN APPROPRIATION ORDINANCE FOR THE CITY OF COLUMBIA, TENNESSEE FOR THE
FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the governing body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE, AS
FOLLOWS:**

SECTION 1. That amounts hereinafter set out constitute the estimated revenues and the budgeted expenditures for the City of Columbia, Tennessee, and the said sums specified herein are hereby appropriated for the purpose of meeting the expenses of the various departments and programs of the City of Columbia for the fiscal year beginning July 1, 2023 and ending June 30, 2024, to wit:

GENERAL FUND			
	FY 2021-2022 ACTUAL	FY 2022-2023 ESTIMATED	FY 2023-2024 BUDGET
Beginning Fund Balance			\$ 45,471,643
<u>Revenues and Other Sources:</u>			
Taxes	\$ 36,707,084	\$ 34,987,280	\$ 33,026,700
Licenses and Permits	2,487,909	1,583,800	1,043,700
Fines and Fees	190,126	214,300	232,100
Charges for Services	277,811	242,440	239,000
Intergovernmental	6,488,760	5,680,009	4,262,400
Interest	(398,267)	400,000	160,000
Other	539,455	2,283,666	7,721,548
Total Revenues and Sources	\$ 46,292,879	\$ 45,391,495	\$ 46,685,448
Total Funds Available			\$ 92,157,091

Note: FY 2021-2022 and FY 2022-2023 columns are shown for informational purposes only.

GENERAL FUND

	FY 2021-2022 ACTUAL	FY 2022-2023 ESTIMATED	FY 2023-2024 BUDGET
<u>Expenditures and Other Uses:</u>			
City Council	\$ 377,735	\$ 396,626	\$ 435,837
Legal Services	236,123	279,576	278,560
City Manager's Office	473,810	572,875	773,995
Management Information Systems	918,573	1,344,016	1,086,533
Finance & City Recorder's Office	893,279	970,535	1,124,913
Human Resources	290,445	244,345	283,953
General City Admin	4,351,590	5,376,651	5,994,926
Police Department	9,908,513	10,946,610	12,064,131
Fire Department	8,035,929	8,946,811	9,450,523
Public Works-Streets	4,013,512	5,548,382	5,352,015
Development Services	1,704,448	1,743,138	2,207,684
Parks and Recreation	2,758,457	2,867,883	3,570,012
Transfer to Capital Projects Fund	2,897,869	2,627,985	2,535,000
Transfer to Debt Service Fund	1,519,150	1,521,418	1,527,367
Total Expenditures and Other Uses	\$ 38,379,434	\$ 43,386,852	\$ 46,685,448
 Estimated Ending Fund Balance			\$ 45,471,643

Note: FY 2021-2022 and FY 2022-2023 columns are shown for informational purposes only.

STATE STREET AID FUND

	<u>FY 2021-2022 ACTUAL</u>	<u>FY 2022-2023 ESTIMATED</u>	<u>FY 2023-2024 BUDGET</u>
Beginning Fund Balance			\$ 2,078,191
<u>Revenues:</u>			
State Fuel Taxes	\$ 1,438,102	\$ 1,420,000	\$ 1,961,000
Other	-	-	-
Interest Earnings	<u>4,175</u>	<u>40,000</u>	<u>8,000</u>
Total Revenues	\$ 1,442,277	\$ 1,460,000	\$ 1,969,000
Total Funds Available			\$ 4,047,191
<u>Expenditures:</u>			
Street Maintenance	\$ 270,182	\$ 1,003,294	\$ 1,814,000
Transfer to Capital Projects Fund	75,000	75,000	75,000
Capital Outlay	<u>19,904</u>	<u>264,559</u>	<u>80,000</u>
Total Expenditures	\$ 365,086	\$ 1,342,853	\$ 1,969,000
Estimated Ending Fund Balance			\$ 2,078,191

Note: FY 2021-2022 and FY 2022-2023 columns are shown for informational purposes only.

NARCOTICS & VICE FUND

	<u>FY 2021-2022 ACTUAL</u>	<u>FY 2022-2023 ESTIMATED</u>	<u>FY 2023-2024 BUDGET</u>
Beginning Fund Balance			\$ 43,868
<u>Revenues and Other Sources:</u>			
Settlements	\$ 29,488	\$ 50,000	\$ 50,000
Transfer from Drug Fund	-	30,000	40,000
Miscellaneous Revenue	348		
Interest Earnings	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Revenues	\$ 29,836	\$ 80,000	\$ 90,000
Total Funds Available			\$ 133,868
<u>Expenditures:</u>			
Drug Enforcement	<u>\$ 3,703</u>	<u>\$ 70,000</u>	<u>\$ 90,000</u>
Total Expenditures	\$ 3,703	\$ 70,000	\$ 90,000
Estimated Ending Fund Balance			\$ 43,868

Note: FY 2021-2022 and FY 2022-2023 columns are shown for informational purposes only.

STREETS & TRANSPORTATION FUND

	<u>FY 2021-2022 ACTUAL</u>	<u>FY 2022-2023 ESTIMATED</u>	<u>FY 2023-2024 BUDGET</u>
Beginning Fund Balance			\$ 44,310
<u>Revenues:</u>			
State Fuel Taxes	\$ 75,792	\$ 75,500	\$ 75,000
Interest Earnings	<u>142</u>	<u>100</u>	<u>100</u>
Total Revenues	\$ 75,934	\$ 75,600	\$ 75,100
Total Funds Available			\$ 119,410
Street lighting-utilities	<u>\$ 65,100</u>	<u>\$ 65,100</u>	<u>\$ 75,100</u>
Total Expenditures and Other Uses	\$ 65,100	\$ 65,100	\$ 75,100
Estimated Ending Fund Balance			\$ 44,310

Note: FY 2021-2022 and FY 2022-2023 columns are shown for informational purposes only.

DRUG FUND

	<u>FY 2021-2022</u> <u>ACTUAL</u>	<u>FY 2022-2023</u> <u>ESTIMATED</u>	<u>FY 2023-2024</u> <u>BUDGET</u>
Beginning Fund Balance			\$ 307,256
<u>Revenues:</u>			
Drug Related Fines/Other	\$ 32,679	\$ 117,534	\$ 99,453
Interest Earnings	788	7,000	1,600
Total Revenues	\$ 33,467	\$ 124,534	\$ 101,053
Total Funds Available			\$ 408,309
<u>Expenditures and Other Uses:</u>			
Drug Enforcement	\$ 38,205	\$ 13,166	\$ 61,053
Transfer to N&V Fund	-	\$ -	40,000
Capital Outlay	-	-	-
Total Expenditures and Other Uses	\$ 38,205	\$ 13,166	\$ 101,053
Estimated Ending Fund Balance			\$ 307,256

Note: FY 2021-2022 and FY 2022-2023 columns are shown for informational purposes only.

SOLID WASTE SANITATION REVENUE FUND

	<u>FY 2021-2022 ACTUAL</u>	<u>FY 2022-2023 ESTIMATED</u>	<u>FY 2023-2024 BUDGET</u>
Beginning Fund Balance			\$ 1,761,133
<u>Revenues and Other Sources:</u>			
Charges for Services	\$ 3,749,861	\$ 3,787,000	\$ 4,312,000
Other	70,385	16,133	184,366
Transfer from General Fund	-	-	-
Interest Earnings	(23,800)	17,000	10,000
Total Revenues	\$ 3,796,446	\$ 3,820,133	\$ 4,506,366
Total Funds Available			\$ 6,267,499
<u>Expenditures and Other Uses:</u>			
Sanitation operations	\$ 3,437,964	\$ 3,326,073	\$ 4,030,170
Capital outlay	1,285,266	351,594	400,000
Transfer to Debt Service Fund	125,489	125,486	76,196
Total Expenditures and Other Uses	\$ 4,848,718	\$ 3,803,153	\$ 4,506,366
Estimated Ending Fund Balance			\$ 1,761,133

Note: FY 2021-2022 and FY 2022-2023 columns are shown for informational purposes only.

DEBT SERVICE FUND

	<u>FY 2021-2022 ACTUAL</u>	<u>FY 2022-2023 ESTIMATED</u>	<u>FY 2023-2024 BUDGET</u>
Beginning Fund Balance			\$229,354
<u>Revenues:</u>			
Transfer from General Fund	\$ 1,519,150	\$ 1,521,418	\$ 1,527,367
Transfer from Sanitation Fund	125,489	125,486	75,993
Proceeds from Sale of Bonds	-	-	-
Other	-	-	3,050
Interest Earnings	<u>3,786</u>	<u>21,612</u>	<u>8,000</u>
Total Revenues and Other Sources	\$ 1,648,425	\$ 1,668,516	\$ 1,614,410
Total Funds Available			\$ 1,843,764
Debt Service Expenditures	<u>\$ 1,645,464</u>	<u>\$ 1,656,766</u>	<u>\$ 1,614,410</u>
Estimated Ending Fund Balance			\$ 229,353

Note: FY 2021-2022 and FY 2022-2023 columns are shown for informational purposes only.

CAPITAL PROJECTS FUND

	FY 2021-2022 ACTUAL	FY 2022-2023 BUDGET*	FY 2023-2024 BUDGET*
<u>Revenues And Other Sources:</u>			
Federal, State and Private Sources	\$ 484,546	\$ 2,300	\$ -
Transfer from General Fund	2,897,869	2,835,335	2,500,000
Transfer from Other Funds	75,000	75,000	75,000
Debt Proceeds	1,000,000	-	-
Other Funding Sources	27,335	-	333,029
Interest Earnings	11,970	130,000	45,000
Total Revenues and Other Sources	\$ 4,496,720	\$ 3,042,635	\$ 2,953,029
<u>Expenditures:</u>			
Transportation projects (incl roadscapes grant)	\$ 613,874	\$ 2,739,756	\$ 120,000
Parks and Recreation	-	-	-
Buildings and Facilities	299,892	671,270	2,500,000
NSP Program Income agreement	-	-	333,029
Other	1,000,000	-	-
Total Project Appropriations and Other Uses	\$ 1,913,766	\$ 3,411,026	\$ 2,953,029

* Project appropriations shown are amounts estimated to remain for outstanding or committed projects or project phases. Balances remaining at the end of any fiscal year may carry over to subsequent years.

Note: FY 2021-2022 and FY 2022-2023 columns are shown for informational purposes only.

SECTION 2. That the following amounts in the Wastewater Fund are projected operating revenues and expenses for the fiscal year beginning July 1, 2023 and ending June 30, 2024 and are provided for informational purposes.

Operating Revenues	\$ 11,127,500
Operating Expenses	\$ 22,434,562

SECTION 3. That total actual expenditures for the funds shown in Sections 1 and 2 herein shall not exceed total appropriations for said funds, except as may be provided by ordinance to amend the budget.

SECTION 4. Said amounts so allocated and appropriated to be on the basis of the analysis of disbursements as shown in the budget, which will be considered by the City Council. All warrants for expenditure of funds hereinafter appropriated shall be drawn by the Chief Financial Officer and signed by the Mayor, City Manager and Chief Financial Officer.

SECTION 5. That a detailed line item financial plan to support the budget as set forth herein shall be provided to the City Council and to the various departments of the City, which financial plan shall be used as guidance and generally followed in incurring expenditures and obligations on behalf of the City.

SECTION 6. That upon second and final passage, this ordinance shall be effective as of July 1, 2023, which is the beginning of the Fiscal Year, the public welfare requiring it, and that all ordinances or part of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

SECTION 7. This ordinance is enacted pursuant to and in compliance and conformity with Article 9 of the Charter of the City of Columbia and has been published on the 30th day of April 2023 and it shall be executed and construed consistent with the Charter and the laws of the State of Tennessee. A public hearing has been noticed and held on the 8th of June, 2023.

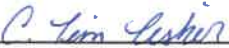
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS
THE 8th DAY OF JUNE, 2023.

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: _____



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Wanda McClain, HR Director, wmcclain@columbiatn.com , 931-560-1570

AGENDA ITEM TITLE:

1ST CONSIDERATION OF ORDINANCE NO. 4465 - AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2023-2024 FISCAL YEAR

RECOMMENDATION: Approve Ordinance No. 4465 on first consideration.

INFORMATION: Each year, the City Council passes a Classification and Pay Ordinance for the next fiscal year. The City of Columbia contracted Burris, Thompson and Associates to conduct a comprehensive classification study. City jobs have been revised by City Departments and reviewed by Burris, Thompson and Associates. This will take effect July 1, 2023 and pay adjustments will be implemented in the pay period in which July 1, 2023 occurs.

The following additional changes are being made:

1. The City's jobs have been revised by City department directors and reviewed pursuant to a comprehensive study by Burris, Thompson and Associates.
2. The City's pay range structure has been reviewed and adjusted from numerical pay grades to alphabetical pay grades and new pay ranges have been proposed.
3. The goal of this effort is to provide a pay structure to attract and retain highly qualified employees to provide quality services to the community.
4. Full implementation of the Classification and Compensation Plan will be implemented with the adopted Budget for the 2023-2024 Fiscal Year which will incorporate the recommended adjustments pursuant to the study referenced above and will raise pay for all employees that are not in their market pay range.

**AN ORDINANCE TO ADOPT A NEW CLASSIFICATION AND COMPENSATION
PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2023-2024
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's jobs have been revised by City department directors and reviewed pursuant to a comprehensive study by Burris, Thompson and Associates; and

WHEREAS, the City's pay range structure has been reviewed and adjusted from numerical pay grades to alphabetical pay grades and new pay ranges have been proposed; and

WHEREAS, the goal of this effort is to provide a pay structure to attract and retain highly qualified employees to provide quality services to the community; and

WHEREAS, full implementation of the Classification and Compensation Plan will be implemented with the adopted Budget for the 2023-2024 Fiscal Year which will incorporate the recommended adjustments pursuant to the study referenced above and will raise pay for all employees that are not in their market pay range.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: The classification and compensation plan for the employees of the City of Columbia for the fiscal year 2023-2024 which is attached hereto as Exhibits A and B and incorporated herein by reference is hereby approved.

Section 2: This ordinance shall take effect on July 1, 2023 and any pay adjustments will be implemented in the pay period in which July 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
JOB GRADES EFFECTIVE JULY 1, 2023

Ordinance No. 4465 Exhibit A

GRADE	BEGINNING		MAXIMUM	
	2080 HOURS	2764 HOURS	2080 HOURS	2764 HOURS
A	11.05		14.95	
B	12.38		16.74	
C	13.86		18.76	
D	15.53		21.01	
E	17.39	13.09	23.53	17.71
F	19.48	14.66	26.36	19.84
G	21.82	16.42	29.52	22.21
H	24.44	18.39	33.06	24.88
I	27.37	20.60	37.03	27.87
J	30.65	23.07	41.47	31.21
K	34.33	25.83	46.45	34.96
L	38.45	28.93	52.03	39.15
M	43.07		58.27	
N	48.24		65.26	
O	54.03		73.09	
P	60.51		81.87	

GRADE	BEGINNING	MAXIMUM
A	22,984	31,096
B	25,750	34,819
C	28,829	39,021
D	32,302	43,701
E	36,171	48,942
F	40,518	54,829
G	45,386	61,402
H	50,835	68,765
I	56,930	77,022
J	63,752	86,258
K	71,406	96,616
L	79,976	108,222
M	89,586	121,202
N	100,339	135,741
O	112,382	152,027
P	125,861	170,290

City of Columbia
Classification and Compensation Plan FY 2023-2024

Exhibit B

Part time regular employees will receive increase 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:

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
CITY MANAGER	Assistant City Manager**	2,080	O	54.03	112,382	73.09	152,027
CITY MANAGER	Tourism and Marketing Director**	2,080	M	43.07	89,586	58.27	121,202
CITY MANAGER	PIO/Communications Coordinator**	2,080	H	24.44	50,835	33.06	68,765
CITY MANAGER	Executive Secretary	2,080	H	24.44	50,835	33.06	68,765
CITY MANAGER	Marketing Coordinator	2,080	G	21.82	45,386	29.52	61,402
CITY MANAGER	Administrative Assistant - City Mgr	1,456	E	17.39	25,320	23.53	34,260
DEVELOPMENT SERV	Director of Development Services**	2,080	N	48.24	100,339	65.26	135,741
DEVELOPMENT SERV	City Engineer**	2,080	N	48.24	100,339	65.26	135,741
DEVELOPMENT SERV	Assistant City Engineer**	2,080	M	43.07	89,586	58.27	121,202
DEVELOPMENT SERV	City Planner**	2,080	M	43.07	89,586	58.27	121,202
DEVELOPMENT SERV	Chief Building Official**	2,080	L	38.45	79,976	52.03	108,222
DEVELOPMENT SERV	Engineer II **	2,080	L	38.45	79,976	52.03	108,222
DEVELOPMENT SERV	Assistant City Planner **	2,080	K	34.33	71,406	46.45	96,616
DEVELOPMENT SERV	Engineer I	2,080	J	30.65	63,752	41.47	86,258
DEVELOPMENT SERV	Building & Codes Asst Chief	2,080	I	27.37	56,930	37.03	77,022
DEVELOPMENT SERV	Planner II **	2,080	I	27.37	56,930	37.03	77,022
DEVELOPMENT SERV	Building Inspector II	2,080	H	24.44	50,835	33.06	68,765
DEVELOPMENT SERV	Planner I	2,080	H	24.44	50,835	33.06	68,765
DEVELOPMENT SERV	Engineering Inspector	2,080	H	24.44	50,835	33.06	68,765
DEVELOPMENT SERV	Engineering Associate	2,080	G	21.82	45,386	29.52	61,402
DEVELOPMENT SERV	Building Inspector I	2,080	G	21.82	45,386	29.52	61,402
DEVELOPMENT SERV	Engineering Technician Dev Serv	2,080	G	21.82	45,386	29.52	61,402
DEVELOPMENT SERV	Code Enforcement Officer	2,080	G	21.82	45,386	29.52	61,402
DEVELOPMENT SERV	Administrative Assistant - Dev Svcs	2,080	E	17.39	36,171	23.53	48,942
DEVELOPMENT SERV	Planning Technician	2,080	E	17.39	36,171	23.53	48,942
DEVELOPMENT SERV	Permit Technician	2,080	E	17.39	36,171	23.53	48,942
DEVELOPMENT SERV	Building Maintenance and Custodian	2,080	D	15.53	32,302	21.01	43,701
DEVELOPMENT SERV	Custodial Worker	1,456	C	13.86	20,180	18.76	27,315

CITY OF COLUMBIA
JOB TABLE BY DEPARTMENT

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
FINANCE / CITY RECORDER	Finance Director / Asst. City Manager / City Recorder**	2,080	P	60.51	125,861	81.87	170,290
FINANCE / CITY RECORDER	Finance Director**	2,080	N	48.24	100,339	65.26	135,741
FINANCE / CITY RECORDER	Assistant Finance Director**	2,080	L	38.45	79,976	52.03	108,222
FINANCE / CITY RECORDER	City Recorder**	2,080	L	38.45	79,976	52.03	108,222
FINANCE / CITY RECORDER	Assistant City Recorder**	2,080	K	34.33	71,406	46.45	96,616
FINANCE / CITY RECORDER	Purchasing Agent**	2,080	I	27.37	56,930	37.03	77,022
FINANCE / CITY RECORDER	Senior Accounting Technician	2,080	G	21.82	45,386	29.52	61,402
FINANCE / CITY RECORDER	Accounting Specialist	2,080	G	21.82	45,386	29.52	61,402
FINANCE / CITY RECORDER	Court and Internal Records Administrator**	2,080	F	19.48	40,518	26.36	54,829
FINANCE / CITY RECORDER	Accounting Technician	2,080	E	17.39	36,171	23.53	48,942
FIRE AND RESCUE	Fire Chief**	2,080	O	54.03	112,382	73.09	152,027
FIRE AND RESCUE	Deputy Chief of Emergency Management**	2,080	M	43.07	89,586	58.27	121,202
FIRE AND RESCUE	Deputy Fire Chief - Administration/Operations**	2,080	M	43.07	89,586	58.27	121,202
FIRE AND RESCUE	Assistant Fire Chief - Admin**	2,080	L	38.45	79,976	52.03	108,222
FIRE AND RESCUE	Assistant Fire Chief - Suppression**	2,080	L	38.45	79,976	52.03	108,222
FIRE AND RESCUE	Assistant Fire Chief - Training **	2,080	K	34.33	71,406	46.45	96,616
FIRE AND RESCUE	Fire Marshal	2,080	K	34.33	71,406	46.45	96,616
FIRE AND RESCUE	Shift Commander	2,764	K	25.83	71,394	34.96	96,629
FIRE AND RESCUE	Fire Captain	2,764	J	23.07	63,765	31.21	86,264
FIRE AND RESCUE	Fire Captain - OEM	2,764	J	23.07	63,765	31.21	86,264
FIRE AND RESCUE	Assistant Fire Marshal	2,080	J	30.65	63,752	41.47	86,258
FIRE AND RESCUE	Fire Lieutenant	2,764	I	20.60	56,938	27.87	77,033
FIRE AND RESCUE	Medical Officer	1,456	I	27.37	39,851	37.03	53,916
FIRE AND RESCUE	Fire Inspector	2,080	H	24.44	50,835	33.06	68,765
FIRE AND RESCUE	Community Risk Reduction Officer	2,080	H	24.44	50,835	33.06	68,765
FIRE AND RESCUE	Fire Engineer	2,764	H	18.39	50,830	24.88	68,768
FIRE AND RESCUE	Firefighter	2,764	G	16.42	45,385	22.21	61,388
FIRE AND RESCUE	Administrative Assistant - Fire	2,080	F	19.48	40,518	26.36	54,829
FIRE AND RESCUE	Building Maintenance - Fire	1,456	F	19.48	28,363	26.36	38,380
FIRE AND RESCUE	Fire Cadet	1,456	F	14.66	21,345	19.84	28,887
MIS	MIS Director**	2,080	N	48.24	100,339	65.26	135,741
MIS	Network Administrator**	2,080	H	24.44	50,835	33.06	68,765
MIS	PC Specialist	2,080	G	21.82	45,386	29.52	61,402

CITY OF COLUMBIA
JOB TABLE BY DEPARTMENT

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
PARKS AND RECREATION	Director of Parks and Recreation**	2,080	N	48.24	100,339	65.26	135,741
PARKS AND RECREATION	Assistant Director Parks and Rec**	2,080	K	34.33	71,406	46.45	96,616
PARKS AND RECREATION	P & R Maintenance Supervisor	2,080	J	30.65	63,752	41.47	86,258
PARKS AND RECREATION	OPERATION - ATHLETICS MANAGER	2,080	I	27.37	56,930	37.03	77,022
PARKS AND RECREATION	Recreation Manager	2,080	I	27.37	56,930	37.03	77,022
PARKS AND RECREATION	Crew Leader - Parks and Recreation	2,080	H	24.44	50,835	33.06	68,765
PARKS AND RECREATION	Turf Manager	2,080	G	21.82	45,386	29.52	61,402
PARKS AND RECREATION	Recreation Coordinator	2,080	F	19.48	40,518	26.36	54,829
PARKS AND RECREATION	Equipment Operator - Parks	2,080	E	17.39	36,171	23.53	48,942
PARKS AND RECREATION	Building and Grounds Maintenance II	2,080	E	17.39	36,171	23.53	48,942
PARKS AND RECREATION	Recreation Programmer	2,080	E	17.39	36,171	23.53	48,942
PARKS AND RECREATION	Administrative Assistant - Parks & Rec	2,080	E	17.39	36,171	23.53	48,942
PARKS AND RECREATION	Building and Grounds Maintenance I	2,080	D	15.53	32,302	21.01	43,701
PARKS AND RECREATION	Recreation Aide	1,456	B	12.38	18,025	16.74	24,373
HUMAN RESOURCES	Director of Human Resources**	2,080	M	43.07	89,586	58.27	121,202
HUMAN RESOURCES	HR Specialist - Benefits	2,080	H	24.44	50,835	33.06	68,765
HUMAN RESOURCES	HR Specialist - Administrative	2,080	G	21.82	45,386	29.52	61,402
POLICE DEPARTMENT	Police Chief**	2,080	O	54.03	112,382	73.09	152,027
POLICE DEPARTMENT	Assistant Police Chief**	2,080	N	48.24	100,339	65.26	135,741
POLICE DEPARTMENT	Police Captain**	2,080	M	43.07	89,586	58.27	121,202
POLICE DEPARTMENT	Police Lieutenant	2,236	K	34.33	76,762	46.45	103,862
POLICE DEPARTMENT	Police Sergeant	2,236	J	30.65	68,533	41.47	92,727
POLICE DEPARTMENT	Police Corporal	2,236	I	27.37	61,199	37.03	82,799
POLICE DEPARTMENT	Crime Analyst	2,080	H	24.44	50,835	33.06	68,765
POLICE DEPARTMENT	Police Officer	2,236	G	21.82	48,790	29.52	66,007
POLICE DEPARTMENT	Records Supervisor	2,080	G	21.82	45,386	29.52	61,402
POLICE DEPARTMENT	Administrative Assistant - Police	2,080	F	19.48	40,518	26.36	54,829
POLICE DEPARTMENT	Fleet/Equipment Coordinator	2,080	F	19.48	40,518	26.36	54,829
POLICE DEPARTMENT	Evidence Technician	2,080	F	19.48	40,518	26.36	54,829
POLICE DEPARTMENT	Police Records Clerk	2,080	E	17.39	36,171	23.53	48,942
POLICE DEPARTMENT	Animal Control Officer	2,080	E	17.39	36,171	23.53	48,942
POLICE DEPARTMENT	Building Maintenance Custodian - Police	2,080	D	15.53	32,302	21.01	43,701
POLICE DEPARTMENT	PT Litter Officer	1,040	D	15.53	16,151	21.01	21,850
POLICE DEPARTMENT	Parking Control Officer	1,456	C	13.86	20,180	18.76	27,315

CITY OF COLUMBIA
JOB TABLE BY DEPARTMENT

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
SANITATION	Sanitation Supervisor	2,080	I	27.37	56,930	37.03	77,022
SANITATION	Sanitation Specialist	2,080	H	24.44	50,835	33.06	68,765
SANITATION	Crew Leader Sanitation	2,080	H	24.43	50,814	33.06	68,765
SANITATION	Sanitation Operator II	2,080	F	19.48	40,518	26.36	54,829
SANITATION	Sanitation Operator I	2,080	E	17.39	36,171	23.53	48,942
STREET DEPARTMENT	Director of Public Works**	2,080	N	48.24	100,339	65.26	135,741
STREET DEPARTMENT	Assistant Director of Public Works**	2,080	L	38.45	79,976	52.03	108,222
STREET DEPARTMENT	Traffic Maintenance Supervisor	2,080	J	30.65	63,752	41.47	86,258
STREET DEPARTMENT	Fleet Supervisor	2,080	I	27.37	56,930	37.03	77,022
STREET DEPARTMENT	Street Maintenance Supervisor	2,080	I	27.37	56,930	37.03	77,022
STREET DEPARTMENT	Traffic Maintenance Technician II	2,080	H	24.44	50,835	33.06	68,765
STREET DEPARTMENT	Crew Leader	2,080	H	24.44	50,835	33.06	68,765
STREET DEPARTMENT	Equipment Mechanic	2,080	G	21.82	45,386	29.52	61,402
STREET DEPARTMENT	Traffic Maintenance Technician I	2,080	G	21.82	45,386	29.52	61,402
STREET DEPARTMENT	Sign Technician II	2,080	G	21.82	45,386	29.52	61,402
STREET DEPARTMENT	Concrete Worker	2,080	F	19.48	40,518	26.36	54,829
STREET DEPARTMENT	Sign Technician I	2,080	F	19.48	40,518	26.36	54,829
STREET DEPARTMENT	Equipment Operator II	2,080	F	19.48	40,518	26.36	54,829
STREET DEPARTMENT	Equipment Operator I	2,080	E	17.39	36,171	23.53	48,942
STREET DEPARTMENT	Fleet Equipment Coordinator	2,080	E	17.39	36,171	23.53	48,942
STREET DEPARTMENT	Public Works Maintenance Worker	1,456	E	17.39	25,320	23.53	34,260
STREET DEPARTMENT	Administrative Assistant - Street	2,080	E	17.39	36,171	23.53	48,942
STREET DEPARTMENT	Part-Time Custodian	1,456	C	13.86	20,180	18.76	27,315
Tourism & Main Street Marketing	Main Street Manager **	2,080	I	27.37	56,930	37.03	77,022
Tourism & Main Street Marketing	Visitor Services Assistant	1,040	D	15.53	16,151	21.01	21,850

CITY OF COLUMBIA
JOB TABLE BY DEPARTMENT

Department	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
WASTEWATER	Director of Wastewater**	2,080	N	48.24	100,339	65.26	135,741
WASTEWATER	Assistant Wastewater Director**	2,080	L	38.45	79,976	52.03	108,222
WASTEWATER	Wastewater Plant Superintendent**	2,080	L	38.45	79,976	52.03	108,222
WASTEWATER	Wastewater Collection Superintendent**	2,080	L	38.45	79,976	52.03	108,222
WASTEWATER	Wastewater CMOM/GIS Coordinator**	2,080	K	34.33	71,406	46.45	96,616
WASTEWATER	Laboratory and Pretreatment Manager**	2,080	K	34.33	71,406	46.45	96,616
WASTEWATER	WW Civil Engineer**	2,080	J	30.65	63,752	41.47	86,258
WASTEWATER	Chief Operator	2,080	I	27.37	56,930	37.03	77,022
WASTEWATER	Foreman - Sewer Rehabilitation	2,080	I	27.37	56,930	37.03	77,022
WASTEWATER	Laboratory Manager	2,080	I	27.37	56,930	37.03	77,022
WASTEWATER	Pump Station Maintenance Supervisor	2,080	I	27.37	56,930	37.03	77,022
WASTEWATER	Pretreatment Coordinator	2,080	I	27.37	56,930	37.03	77,022
WASTEWATER	WW Plant Operator III	2,080	H	24.44	50,835	33.06	68,765
WASTEWATER	Inspector Utility Locator	2,080	G	21.82	45,386	29.52	61,402
WASTEWATER	WW Collection Technician	2,080	G	21.82	45,386	29.52	61,402
WASTEWATER	Engineering Technician WW	2,080	G	21.82	45,386	29.52	61,402
WASTEWATER	Lab Specialist WW	2,080	G	21.82	45,386	29.52	61,402
WASTEWATER	Wastewater Maintenance Worker	2,080	G	21.82	45,386	29.52	61,402
WASTEWATER	WW Plant Operator II	2,080	G	21.82	45,386	29.52	61,402
WASTEWATER	Safety Coordinator	2,080	F	19.48	40,518	26.36	54,829
WASTEWATER	Equipment Operator II - WW	2,080	F	19.48	40,518	26.36	54,829
WASTEWATER	WW Plant Operator I	2,080	F	19.48	40,518	26.36	54,829
WASTEWATER	Administrative Assistant - WW	2,080	E	17.39	36,171	23.53	48,942
WASTEWATER	Equipment Operator I - WW	2,080	E	17.39	36,171	23.53	48,942
WASTEWATER	Operation Worker	2,080	E	17.39	36,171	23.53	48,942
WASTEWATER	Part-Time Administrative Assistant	1,456	D	15.53	22,612	21.01	30,591
WASTEWATER	Part Time Grounds Maintenance Wastewater	1,456	D	15.53	22,612	21.01	30,591

	Job Title	Annual Hours	Pay Grade	Beginning		Maximum	
				Hourly	Annualized	Hourly	Annualized
Note - Promotional	Senior Administrative Assistant	2,080	F	19.48	40,518	26.36	54,829

Grade F - Position available to promote administrative assistants with significantly increased duties and job responsibilities.

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Exempt Employees**

CITY OF COLUMBIA
JOB TABLE BY DEPARTMENT

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
Lifeguard	\$12.38	\$17.47
Head Lifeguard	\$13.86	\$19.57
Utility Worker	\$11.11	\$14.19
Facility Attendant	\$11.11	\$14.19
Pool Manager	\$17.39	\$24.55
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



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad Jablonski, Finance Director, tjablonski@columbiatn.com, 931-560-1580

AGENDA ITEM TITLE:

1ST CONSIDERATION OF ORDINANCE NO. 4466 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 BUDGET ORDINANCE NO. 4404 PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, AND WASTEWATER FUNDS

RECOMMENDATION: Approve Ordinance No. 4466 on first consideration and establish June 8, 2023 as the date of Public Hearing.

INFORMATION: The proposed ordinance is the third amendment to the FY 2023 Appropriation Ordinance, impacting the Sanitation and Wastewater Funds and several departments within the General Fund.

Within this budget amendment, the following items are included:

Appropriation of funds for step 1 of the pay plan approved May 11, 2023, which totals \$364,258 in General, \$20,864 in Sanitation and \$47,394 in Wastewater,
Budget SAFER Grant in Fire totaling \$174,833 for three (3) new firefighter positions,
Budget \$3,000 in HR for a new scanner for document imaging.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2023 by \$610,349 to \$91,572,882.

AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 BUDGET ORDINANCE
NO. 4404 AS AMENDED PROVIDING FOR REVISIONS TO THE GENERAL,
SANITATION, AND WASTEWATER FUNDS

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4404, the same being the Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2022 through June 30, 2023, be amended. That the total budget appropriation for the fiscal year be increased from \$90,962,533 to \$91,572,882 an increase of \$610,349.

Section 2: That the budget appropriations shall be revised as follows:

Legal total of \$280,963 be amended to \$281,796, an increase of \$833.

MIS total of \$1,430,581 be amended to \$1,435,878, an increase of \$5,297.

City Manager's Office total of \$638,151 be amended to \$644,206, an increase of \$6,055.

Finance and City Recorder's Office total of \$1,054,924 be amended to \$1,069,989, an increase of \$15,065.

Human Resources total of \$256,062 be amended to \$262,840, an increase of \$6,778.

Police total of \$12,013,979 be amended to \$12,140,379, an increase of \$126,400.

Fire total of \$9,737,986 be amended to \$10,019,287, an increase of \$281,301.

Public Works total of \$5,825,175 be amended to \$5,866,304, an increase of \$41,129.

Development Services total of \$1,893,161 be amended to \$1,920,963, an increase of \$27,802.

Parks total of \$3,167,890 be amended to \$3,199,321, an increase of \$31,431.

Sanitation total of \$4,438,918 be amended to \$4,459,782, an increase of \$20,864.

Wastewater total of \$24,363,213 be amended to \$24,410,607, an increase of \$47,394.

ALL OTHER APPROPRIATIONS REMAIN THE SAME.

Section 3: This ordinance is enacted pursuant to and in compliance and conformity with Article 9, Section 9 of the Charter of the City of Columbia, with Notice of Public Hearing published on the 21st day of May, 2023, and it shall be executed and construed consistent with said charter and laws of the State of Tennessee.

Section 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE 8th DAY OF JUNE, 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 on 1st Consideration: _____

Passed on 2nd Consideration: _____

Summary of Appropriation Amendment #3
First Consideration - May 11th (5/11/23)

Legal

Budget funds for Step 1 Pay Plan		833.00	
	Total Legal	\$	833.00

MIS

Budget funds for Step 1 Pay Plan		5,297.00	
	Total MIS	\$	5,297.00

City Manager's Office

Budget funds for Step 1 Pay Plan		6,055.00	
	Total City Manager's Office	\$	6,055.00

Finance and City Recorder's Office

Budget funds for Step 1 Pay Plan		15,065.00	
	Total Finance and City Recorder's Office	\$	15,065.00

HR

Budget funds for scanner		3,000.00	
Budget funds for Step 1 Pay Plan		3,778.00	
	Total HR	\$	6,778.00

Police

Budget additional funds for E911		126,400.00	
	Total Police	\$	126,400.00

Fire

Budget funds for Step 1 Pay Plan		106,468.00	
Budget SAFER Grant		174,833.00	
	Total Fire	\$	281,301.00

Development Services

Budget funds for Step 1 Pay Plan		27,802.00	
	Total Development Services	\$	27,802.00

Public Works

Budget funds for Step 1 Pay Plan		41,129.00	
	Total Public Works	\$	41,129.00

Parks

Budget funds for Step 1 Pay Plan		31,431.00	
	Total Parks	\$	31,431.00

	TOTAL GENERAL FUND	\$	542,091.00
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Sanitation

Budget increased funds for fuel line items		20,864.00	
	Total Sanitation	\$	20,864.00

Wastewater (Sewer) Fund

Budget funds for CMAR for sewer plant precon and other UV system construction work		47,394.00	
	Total Wastewater (Sewer) Fund	\$	47,394.00

Total Increase - All Funds (First Consideration)		\$	610,349.00
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CITY OF COLUMBIA
FY 2023 APPROPRIATION AMENDMENT #3
First Consideration 5/11/23

1) Budget funds for Step 1 of 2023 Pay Plan (General Fund)

Detail increase across various departments of the General Fund - approved by Council 5/11/23

Increase Revenues

110-37110 \$ 364,258.00 Prior Year Revenue

Increase Expenditures

110-41200-110	773.00	Legal - Salaries and wages
110-41200-141	60.00	Legal - FICA
	\$ 833.00	Legal Subtotal
110-41300-110	4,920.00	MIS - Salaries and wages
110-41300-141	377.00	MIS - FICA
	\$ 5,297.00	MIS Subtotal
110-41320-110	6,023.00	City Manager's Office - Salaries and wages
110-41320-141	32.00	City Manager's Office - FICA
	\$ 6,055.00	City Manager's Office Subtotal
110-41500-110	7,099.00	Finance - Salaries and wages
110-41500-141	536.00	Finance - FICA
110-41510-110	6,895.00	Recorder's Office - Salaries and wages
110-41510-141	535.00	Recorder's Office - FICA
	\$ 15,065.00	Finance & Administration Subtotal
110-41650-110	3,508.00	HR - Salaries and wages
110-41650-141	270.00	HR - FICA
	\$ 3,778.00	HR Subtotal
110-42110-110	5,522.00	Police Admin - Salaries and wages
110-42110-141	429.00	Police Admin - FICA
110-42121-110	16,575.00	Police Detective - Salaries and wages
110-42121-141	1,447.00	Police Detective - FICA
110-42123-110	75,010.00	Police Patrol - Salaries and wages
110-42123-141	5,976.00	Police Patrol - FICA
110-42150-110	11,444.00	Police Support - Salaries and wages
110-42150-141	913.00	Police Support - FICA
110-42180-110	8,267.00	Police Narc/Vice - Salaries and wages
110-42180-141	817.00	Police Narc/Vice - FICA
	\$ 126,400.00	Police Subtotal

110-42210-110	11,045.00	Fire Admin - Salaries and wages
110-42210-141	853.00	Fire Admin - FICA
110-42220-110	80,429.00	Fire Suppression - Salaries and wages
110-42220-141	6,696.00	Fire Suppression - FICA
110-42230-110	4,323.00	Fire Investigation - Salaries and wages
110-42230-141	334.00	Fire Investigation - FICA
110-42240-110	1,326.00	Fire Training - Salaries and wages
110-42240-141	102.00	Fire Training - FICA
110-42260-110	1,264.00	EMA - Salaries and wages
110-42260-141	96.00	EMA - FICA
	\$ 106,468.00	Fire Subtotal
110-43110-110	6,187.00	Public Works-General - Salaries and wages
110-43110-141	479.00	Public Works-General - FICA
110-43120-110	22,459.00	Public Works-Street Maint. - Salaries and wages
110-43120-141	1,802.00	Public Works-Street Maint. - FICA
110-43126-110	6,975.00	Public Works-Vehicle Maint. - Salaries and wages
110-43126-141	570.00	Public Works-Vehicle Maint. - FICA
110-43160-110	2,434.00	Public Works-Traffic Control - Salaries and wages
110-43160-141	223.00	Public Works-Traffic Control - FICA
	\$ 41,129.00	Public Works-Streets Subtotal
110-43710-110	25,815.00	Development Services - Salaries and wages
110-43710-141	1,987.00	Development Services - FICA
	\$ 27,802.00	Development Services Subtotal
110-44410-110	4,298.00	Parks Admin - Salaries and wages
110-44410-141	332.00	Parks Admin - FICA
110-44415-110	8,372.00	Parks Maint. Services - Salaries and wages
110-44415-141	673.00	Parks Maint. Services - FICA
110-44435-110	9,188.00	Parks Rec. Programming - Salaries and wages
110-44435-141	720.00	Parks Rec. Programming - FICA
110-44450-110	7,269.00	Parks Ridley Park - Salaries and wages
110-44450-141	579.00	Parks Ridley Park - FICA
	\$ 31,431.00	Parks Subtotal
	\$ 364,258.00	General Fund Total

2) Budget funds for Step 1 of 2023 Pay Plan (Sanitation Fund)

Detail increase across various departments of the Sanitation Fund - approved by Council 5/11/23

Increase Revenues

127-37110	\$ 20,864.00	Prior Year Revenue
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Increase Expenditures

127-43210-110	4,185.00	Sanitation General - Salaries and wages
127-43210-141	346.00	Sanitation General - FICA
127-43220-110	4,119.00	Sanitation Brush/Trash - Salaries and wages
127-43220-141	356.00	Sanitation Brush/Trash - FICA
127-43230-110	2,049.00	Sanitation Commercial - Salaries and wages
127-43230-141	157.00	Sanitation Commercial - FICA
127-43235-110	8,928.00	Sanitation Residential - Salaries and wages
127-43235-141	724.00	Sanitation Residential - FICA
	\$ 20,864.00	Sanitation Total

3) Budget funds for Step 1 of 2023 Pay Plan (Wastewater Fund)

Detail increase across various departments of the Wastewater (Sewer) Fund - approved by Council 5/11/23

Increase Revenues

412-37110	\$ 47,394.00	Prior Year Revenue
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Increase Expenditures

412-52211-110	7,029.00	Sewer Line Maintenance - Salaries and wages
412-52211-141	557.00	Sewer Line Maintenance- FICA
412-52212-110	6,923.00	Pumping Station - Salaries and wages
412-52212-141	570.00	Pumping Station - FICA
412-52213-110	16,765.00	Treatment Plant - Salaries and wages
412-52213-141	1,358.00	Treatment Plant - FICA
412-52214-110	693.00	Industrial Pretreatment - Salaries and wages
412-52214-141	53.00	Industrial Pretreatment - FICA
412-52215-110	7,232.00	Sewer Rehabilitation - Salaries and wages
412-52215-141	619.00	Sewer Rehabilitation - FICA
412-52230-110	5,178.00	Sewer Construction - Salaries and wages
412-52230-141	417.00	Sewer Construction - FICA
	\$ 47,394.00	Wastewater (Sewer) System Total

4) Budget SAFER Grant**Increase Revenues**

110-33239	166,308.00	SAFER Grant
110-37110	<u>8,525.00</u>	Prior Year Revenue
	174,833.00	Total

Increase Expenditures

110-42253-110	136,722.00	SAFER Grant - Salaries
110-42253-141	10,956.00	SAFER Grant - Salaries
110-42253-142	20,351.00	SAFER Grant - Salaries
110-42253-143	6,804.00	SAFER Grant - Salaries
	\$ 174,833.00	SAFER Grant - Total

5) Budget funds for Scanner for HR

Increase Revenues

110-37110	3,000.00	Prior Year Revenue
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Increase Expenditures

110-41650-321	3,000.00	Human Resources - Operating Supplies - Controllable
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FY 2023 Budget Summary - AA#3

5/11/2023						
		SERVICES &		CAPITAL	DEBT	AA#3
Departments	PERSONNEL	SUPPLIES	TRANSFERS	OUTLAY	SERVICE	FY 2023
City Council	\$92,423	\$350,900	\$0	\$0	\$0	\$443,323
Legal Services	\$64,696	\$217,100	\$0	\$0	\$0	\$281,796
Management Info Systems	\$331,687	\$276,100	\$0	\$828,091	\$0	\$1,435,878
City Manager	\$462,318	\$181,888	\$0	\$0	\$0	\$644,206
Finance & City Recorder's	\$1,009,591	\$60,398	\$0	\$0	\$0	\$1,069,989
Human Resources	\$229,475	\$33,365	\$0	\$0	\$0	\$262,840
General City Admin	\$1,574,636	\$7,188,609	\$3,056,418	\$805,388	\$0	\$12,625,051
Police	\$9,049,900	\$1,818,937	\$0	\$1,271,542	\$0	\$12,140,379
Fire	\$8,302,075	\$931,097	\$0	\$786,115	\$0	\$10,019,287
Streets & Maintenance	\$2,987,591	\$712,455	\$0	\$2,166,258	\$0	\$5,866,304
Development Services	\$1,529,791	\$361,172	\$0	\$30,000	\$0	\$1,920,963
Parks & Recreation	\$2,060,599	\$659,039	\$0	\$479,683	\$0	\$3,199,321
Total General Fund	\$27,694,782	\$12,791,060	\$3,056,418	\$6,367,077	\$0	\$49,909,337
State Street Aid Fund	\$0	\$1,575,638	\$75,000	\$453,922	\$0	\$2,104,560
N&V Chief's Fund	\$0	\$90,000	\$0	\$0	\$0	\$90,000
Street & Transportation Fund	\$0	\$65,100	\$0	\$0	\$0	\$65,100
Drug Fund	\$0	\$121,053	\$40,000	\$0	\$0	\$161,053
Solid Waste (Sanitation) Fund	\$1,712,419	\$2,270,283	\$125,486	\$351,594	\$0	\$4,459,782
Debt Service Fund	\$0	\$0	\$0	\$0	\$1,657,954	\$1,657,954
Capital Projects Fund	\$0	\$0	\$0	\$8,714,489	\$0	\$8,714,489
Wastewater (Sewer) Fund	\$3,301,909	\$4,455,812	\$0	\$15,146,090	\$1,506,796	\$24,410,607
Grand Total	\$32,709,110	\$21,368,947	\$3,296,904	\$31,033,172	\$3,164,750	\$91,572,882



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jeff DeWire, Public Works Director, jdewire@columbiatn.com , 931-388-8650

AGENDA ITEM TITLE:

1ST CONSIDERATION OF ORDINANCE NO. 4467 - AN ORDINANCE TO AMEND TITLE 17, CHAPTER 1, SECTION 17-108 OF THE COLUMBIA MUNICIPAL CODE, THE SAME BEING THE SCHEDULE OF FEES FOR THE COLLECTION OF GARBAGE AND REFUSE WITHIN THE CORPORATE LIMITS OF THE CITY OF COLUMBIA, TENNESSEE AND ESTABLISH THE DATE OF JUNE 8, 2023 AS THE DATE OF PUBLIC HEARING.

RECOMMENDATION: Approve Ordinance No. 4467 on 1st consideration and establish the date of June 8, 2023 as the date of Public Hearing.

INFORMATION: It is recommended the City sanitation fee be increased by \$3.00 to address increasing costs for providing this service.

**AN ORDINANCE TO AMEND TITLE 17, CHAPTER 1, SECTION 17-108 OF THE
COLUMBIA MUNICIPAL CODE, THE SAME BEING THE SCHEDULE OF FEES FOR
THE COLLECTION OF GARBAGE AND REFUSE WITHIN THE CORPORATE
LIMITS OF THE CITY OF COLUMBIA, TENNESSEE**

WHEREAS, the City of Columbia provides garbage collection as a service to both residential and commercial users within the corporate limits of Columbia; and

WHEREAS, Title 17, Chapter 1, Section 17-108 of the Municipal Code of the City of Columbia, Tennessee, sets forth a fee schedule for the collection of garbage and refuse for residential and commercial users within the corporate limits of Columbia; and

WHEREAS, the increasing cost of operation has necessitated an increase in the fees charged for the collection of residential garbage and refuse.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That Title 17, Chapter 1, Section 17-108 of the Columbia Municipal Code, is hereby deleted in its entirety and replaced with a new Title 17, Chapter 1, Section 17-108, as follows:

17-108. Schedule of Fees for Collection of Garbage and Refuse. The fees for the collection of refuse shall be as follows:

- (1) Residential User - \$17.00 per month (once per week pickup).
 - (a) The following persons shall be exempt from this fee:
 - (A) Persons 65 years of age in whose name the meter is billed with a total household annual income from all sources not to exceed the income limit as set forth by the State of Tennessee Property Tax Relief Program under T.C.A. §67-5-702.
 - (B) Totally and permanently disabled persons drawing social security benefits in whose name the meter is billed with a total household annual income from all sources not to exceed the eligibility limits per the State of Tennessee Property Tax Relief Program.
 - (C) The income eligibility limit shall be adjusted annually to coincide with the income limit each year for eligibility for property tax relief under T.C.A. §67-5-702.
- (2) Class 1 Commercial - \$24.50 per month — (minimum charge for service once per week pickup).
- (3) Class 2 Commercial
 - Four (4) cubic yard box - \$19.50 per pick-up per week, per container.

Six (6) cubic yard box - \$21.50 per pick-up per week, per container.
Eight (8) cubic yard box - \$24.50 per pick-up per week, per container.

(4) Any Commercial User whose refuse is collected by the City of Columbia on Saturday shall be charged, in addition to all other fees set forth herein, an additional charge of \$22.00 for each Saturday collection.

(5) Duplexes shall be charged at the rate of a residential user for each dwelling unit contained therein beginning at the time of the installation of an electric meter and in the name of the person in whose name the charges for electric power are made.

(6) The fees set forth above shall be billed to the users as a part of the monthly electric bill. A late charge shall be charged at the same rates as are charged on electric bills and collection service shall be terminated at the same time and in the same manner as termination of electric service is done in the event of the non-payment of an electric bill.

(7) Payment by the Columbia Power and Water System of the refuse collection fees and late charges, if any, shall be remitted to the City Recorder on a monthly basis accompanied by an accounting therefore.

(8) Additional collections at one residence or business in a week shall be at the rate of Fifty Dollars (\$50.00) per each additional collection.

Section 2: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
COLUMBIA, TENNESSEE, this the ____ day of _____, 2023.**

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

C. Tim Tisher
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration _____