



**City of Columbia City Council
Regular Meeting Agenda
October 12, 2023 - 5:30 PM**

**City Hall Council Chambers
700 North Garden Street
Columbia, TN 38401
Phone: 931-560-1510**

**Chaz Molder, Mayor
Randy McBroom, Vice Mayor
Council Member DaVena Hardison, Ward 1
Council Member Debbie Wiles, Ed. D., Ward 2
Council Member Anthony Greene, Ward 3
Council Member Kenny Marshall, Ward 4
Council Member Danny Coleman, Ward 5**

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

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

PUBLIC HEARINGS

- 1. PUBLIC HEARING ON ORDINANCE NO. 4476 (AS AMENDED) (RELATES TO ITEM 10.2) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464, PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, DRUG, SANITATION, CAPITAL PROJECTS, AND WASTEWATER FUNDS - FINANCE.**

RECOMMENDATION: Conduct the public hearing.

INFORMATION: This public hearing is related to item 10.2 on the agenda. The proposed ordinance is the first amendment of the FY 2024 Appropriation Ordinance and revises the General, State Street Aid, Drug Fund, Capital Projects and Wastewater Funds.

Supporting documentation for the amendment is included within the agenda packet and the required Notice of Public Hearing was published in The Daily Herald on September 17, 2023.

This amendment increases the City's total budget for FY 2024 by \$20,490,763 from \$80,438,968 to \$100,929,732.

- 2. PUBLIC HEARING ON ORDINANCE NO. 4479 (RELATES TO ITEM 10.4) - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REVISING THE ARDEN VILLAGE PUD MASTER PLAN AT TAX MAP 51 PARCELS 2 AND 2.05 LOCATED OFF NASHVILLE HIGHWAY AND ARDEN VILLAGE DRIVE - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting to modify the Planned Unit Development Master Plan by altering Building "A" with an additional building story. The building will consist of one commercial floor on the ground with two floors of residential above. The three-story proposal will keep in rhythm with the surrounding structures. The Architectural Design Review Team approved this item at the December 2022 meeting with conditions. The Planning Commission reviewed this request at the August 9, 2023 meeting and recommended approval with a vote of six to

zero. The required notice of Public Hearing was advertised September 26, 2023 in The Daily Herald and September 27, 2023 in Main Street Maury.

REGULAR MEETING

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION BY STEVE DOUGLAS OF RIVERSIDE UNITED METHODIST CHURCH.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

5.1.RESOLUTION NO. 23-73 - A RESOLUTION DEDICATING FIRE STATION 3 LOCATED AT 705 FIREFIGHTERS DRIVE IN HONOR OF THE LATE FORMER CITY OF COLUMBIA MAYOR BARBARA EARWOOD MCINTYRE - FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 23-73.

INFORMATION: Former City of Columbia Mayor Barbara McIntyre spent her life in public service. She was the first female vice mayor and mayor of the City of Columbia, serving a total of 16 years in office. She served on numerous boards and committees as well as being the recipient of many distinguished awards. Therefore, the City of Columbia wishes to honor former Mayor Barbara McIntyre by dedicating in her honor Fire Station 3, located at 705 Firefighters Drive.

ATTACHMENTS: Staff Report Resolution No. 23-73, Resolution No. 23-73.

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

ATTACHMENTS: Maury Alliance Quarterly Presentation Oct2023.

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE SEPTEMBER 14, 2023 COUNCIL REGULAR MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: September 14, 2023 City Council Meeting Minutes.

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF AUGUST 2023 IN THE AMOUNT OF \$5,462,471.73 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: August 2023 Disbursements.

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

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

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

ATTACHMENTS: October 2023 Surplus.

7.3. APPROVE THE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH WAYNES PEST CONTROL FOR PEST CONTROL SERVICES IN THE AMOUNT OF \$12,000 - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City has contracted with a single vendor to provide pest control services for a number of years. The current contract with Waynes Pest Control, previously Kirkland Pest Control, is set to expire; therefore, bids were solicited. Twenty-one city-

owned facilities were included in the solicitation. Vendors were required to provide quarterly service to all facilities for the control of crawling and flying insects as well as rodent control. Only one vendor responded to the request for bids and that was Waynes Pest Control.

CERTIFICATION: The Chief Financial Officer certifies that \$12,000 is budgeted and unencumbered in Other Services in the Wastewater, Sanitation and several departments within the General Fund.

ATTACHMENTS: Staff Report - Waynes Pest Control 2023, Waynes Pest Control 2023, Waynes Pest Control Bid Sheet.

7.4. APPROVE THE PRICE INCREASE FROM \$ 47.77 TO \$ 50.79 PER TON FOR TRASH DISPOSAL WITH MAURY COUNTY SOLID WASTE WITH THE ESTIMATED FY23/24 COST BEING \$950,000 - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia Public Works Department utilizes Maury County Solid Waste for the disposal of residential trash. Due to an increase in the Consumer Price Index (CPI), the price for disposal of residential trash will increase from \$ 47.77 to \$ 50.79 per ton. The anticipated FY 23/24 cost for trash disposal with Maury County Solid Waste is \$950,000.

CERTIFICATION: The Chief Financial Officer certifies that \$950,000 is budgeted and unencumbered in Sanitation - General - Landfill Charge.

ATTACHMENTS: Maury County Solid Waste Staff Report, MCSW price increase FY 23-24, WM CPI Increase.

7.5. APPROVE THE \$7,255.39 PRICE INCREASE WITH CUMBERLAND INTERNATIONAL TRUCKS FOR THE PURCHASE OF A 2024 HV607 SBA (HV 607) CONSTRUCTION DUMP TRUCK - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The truck we currently have on order is not going to be built until the first quarter of 2024. There is a mandatory emissions change coming for 2024 and Navistar is moving everything to the new state contract that went into effect 9/1/23 to cover the cost of the emissions change. Attached is a copy of the proposal for the new contract. The order could have been cancelled for no penalty as long as it was done before the 14th of September. After the 14th there's a \$5000 cancelation fee per order.

CERTIFICATION: The Chief Financial Officer certifies that \$7,255.39 is proposed to be budgeted and unencumbered in Sewer Line Maintenance - Machinery, Equipment And Auto within appropriation amendment #1, which is presented on the October 12 City Council agenda on second consideration.

ATTACHMENTS: Staff Report Cumberland International Trucks, SWC 209 Cumberland International.

7.6. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND STYLE BLUEPRINT FOR A DIGITAL HOLIDAY CAMPAIGN IN THE AMOUNT OF \$7,250 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Style Blueprint Holiday 2023 Travel Co-op Package: Dreamy Holiday Weekends in the South includes sponsored articles, paid social posts, and an email campaign.

CERTIFICATION: The Chief Financial Officer certifies that \$7,250 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report Style Blueprint, Style Blueprint Holiday Travel Co-op Contract.

7.7. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS FOR ADVERTISING IN THE 2024 TENNESSEE VACATION GUIDE IN THE AMOUNT OF \$5,000 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: The annual vacation guide for the State of Tennessee is a highly sought-after vacation planning resource, distributing over half a million print copies and millions of online digital pageviews. Visit Columbia will purchase a 1/3 page ad in the amount of \$5,000.

CERTIFICATION: The Chief Financial Officer certifies that \$5,000 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report Journal Communications 101223, Journal Communications 101223.

7.8. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND MY EMMA BY MARIGOLD FOR EMAIL MARKETING SERVICES IN THE AMOUNT OF \$1,287 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: 'My Emma' is an email marketing services platform that we will contract with to create a new, quarterly newsletter from Visit Columbia to our visitor database that highlights attractions and upcoming events.

CERTIFICATION: The Chief Financial Officer certifies that \$1,287 is budgeted and unencumbered in Tourism Enhancement - Software Maintenance.

ATTACHMENTS: Staff Report My Emma, MyEmma Contract.

7.9. APPROVE REIMBURSEMENT IN THE AMOUNT OF \$149,850 TO LPT, LLC FOR PRELIMINARY ACCEPTANCE OF GREYSTONE SUBDIVISION IN THE CITY OF COLUMBIA, TENNESSEE – WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: On March 17, 2021, a Surety Guarantee in the amount of \$166,500 was deposited from LPT, LLC to ensure the

completion of roads, striping, signage, drainage, grading and street lighting in Greystone Subdivision. At this time, LPT, LLC is requesting preliminary acceptance for Greystone Subdivision. All applicable departments have inspected the development and the developer made all corrections to receive preliminary acceptance. The City will retain \$16,650 for a twelve-month period before City Council will be requested to accept this maintenance of roads and drainage. You are seeing the request because the developer chose to deposit funds rather than obtain a Letter of Credit.

ATTACHMENTS: Staff Report Reimbursement Acceptance, Greystone Subdivision Renewal 2022, Greystone Prelim Acceptance, Greystone Prelim Req, Greystone Final Plat Signed.

7.10. APPROVE THE CERTIFICATION OF CITY OF COLUMBIA REAL AND PERSONAL PROPERTY TAX ASSESSMENTS FOR THE YEAR 2023 - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: The City Recorder is certifying and submitting the City real and personal property tax assessments, for the year 2023, as assessed by Mr. Bobby Daniels, Maury County Tax Assessor.

The real estate property taxes are assessed at \$1,491,711,555 with tax revenue of \$12,308,158. Agricultural land taxes are assessed at \$5,735,975 with tax revenue of \$47,328. The personal property taxes are assessed at \$129,933,993 with tax revenue of \$1,072,085. The total tax revenue billed is \$13,427,571 and there are 22,146 tax notices. The City tax rate is \$0.8251 for each \$100 of assessed value.

ATTACHMENTS: Staff Report Certify Property Tax Assessment, 2023 Tax Certification Letter, 2023 Property Tax Comparison Report.

7.11. APPROVE THE BID AWARD TO MGM TARGETS OF CALDWELL, IDAHO, FOR THE PURCHASE OF A 1200 SQUARE FOOT SIMUNITIONS PORTABLE SHOOTHOUSE IN THE AMOUNT OF \$70,799. - POLICE DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Bids were requested with MGM Targets of Caldwell, Idaho being the sole responder. The MGM Target Simunition Portable Shoot House is a non-ballistic training tool for adaptive urban environment training, building search, and clearing, as well as force-on-force training. MGM portable shoot House uses a simple assembly process that makes assembling, rearranging, and disassembling a house quick and easy. Within minutes, two users can have a training atmosphere assembled and ready to use. The simunition house is designed for use with simulated ammunition rounds, marking rounds and blanks. Allowing officers to experience live action training without the danger of live ammunition. The shoothouse will be placed and used at the Columbia Police Department firearms range.

CERTIFICATION: The Chief Financial Officer certifies that \$70,799 is budgeted and unencumbered in Police-Support Services - Other Improvements.

ATTACHMENTS: Staff Report MGM Shoothouse, Bid - Shoot House.

7.12. APPROVE THE BID AWARD TO MGM TARGETS OF CALDWELL, IDAHO FOR PURCHASING A FIREARMS TARGET SYSTEM IN THE AMOUNT OF \$54,232 - POLICE DEPARTMENT.

RECOMMENDATION: Approve the purchase of an electric twelve-target, 180-degree turning firearms target system.

INFORMATION: A bid was recently put out for an all-electric wirelessly controlled 180-degree twelve-turning target system for the firearms range. This type of unit has become a staple for law enforcement ranges and qualifications. The 180-degree turning option provides several opportunities for advanced training. The City received one bid from MGM Targets of Caldwell, Idaho.

CERTIFICATION: The Chief Financial Officer certifies that \$54,232 is budgeted and unencumbered in Police-Support Services - Other Improvements.

ATTACHMENTS: Staff Report MGM Targets, Bid - Target System.

7.13. APPROVE BID AWARD AND EXECUTION OF CONTRACT WITH N & S WATERPROOFING, LLC FOR THE REHABILITATION OF THE CITY OF COLUMBIA PARKING GARAGE IN THE AMOUNT OF \$675,790 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: In response to requests for bids for the Rehabilitation and Waterproofing of City of Columbia parking garage, two responsive bids were received on September 19, 2023. The bids were from Volunteer Restoration in the amount of \$779,052 and N & S Waterproofing in the amount of \$675,790. Morrison Engineering, LLC, the consulting engineer on this project, recommends bid award to N & S Waterproofing, LLC in the amount of \$675,790.

CERTIFICATION: The Chief Financial Officer certifies that \$675,790 is proposed to be budgeted and unencumbered in Capital Projects-Parking Garage - Parking Garage Improvements within appropriation amendment #1, which is presented on the October 12 City Council agenda on second consideration.

ATTACHMENTS: City of Columbia Parking Garage - Staff Report, City Parking Garage Contract.

7.14. APPROVE ROSE HILL CEMETERY ERECTING A TENNESSEE HISTORIC MARKER ON CITY RIGHT-OF-WAY - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Rose Hill Cemetery's Board of Trustees is requesting to erect a Tennessee Historical Marker in the City's right-of-way outside the main gate of the cemetery. The marker will not obstruct sight for vehicular traffic. City staff recommends approval of this item.

ATTACHMENTS: Staff Report Rose Hill, Rose Hill Documents.

7.15. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE ADDENDUM NO. 2 WITH NEEL-SCHAFFER, INC. FOR PREPARING A GRADING PLAN DESIGN FOR THE ACCESS ROAD AT RIDLEY SPORTS COMPLEX IN THE AMOUNT OF \$11,700 - WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City Council approved an agreement with Neel-Schaffer, Inc (NSI) to provide engineering services for the auxiliary entrance into Ridley Sports Complex in February 2020 to provide conceptual civil engineering design services for the railroad crossing on Patriot Railroad.

The purpose of Addendum No. 2 is for Neel-Schaffer, Inc to provide additional services to generate a roadway grading for the access road to Ridley Sports Complex. Neel-Schaffer will prepare engineering design sheets to allow the City of Columbia to proceed with construction. The additional services for the scope of work would be in the amount of \$11,700.

CERTIFICATION: The Chief Financial Officer certifies that \$11,700 is budgeted and unencumbered in Ridley Park - Park Improvements.

ATTACHMENTS: Staff report - Addendum 2 Neel-Schaffer, Addendum 2 Neel-Schaffer - Ridley Sports Complex.

8 ADMINISTRATION.

8.1. REQUEST FROM MAURY COUNTY GOVERNMENT TO WAIVE APPROXIMATELY \$60,000 IN BUILDING PERMIT FEES FOR THE EXPANSION OF THE MAURY COUNTY ARCHIVES BUILDING - .

RECOMMENDATION:

ATTACHMENTS: Letter from Maury County Mayor Sheila Butt and Maury County Commissioner Eric Previti 100423.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 23-72 – A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN BAKER

**LANDING SUBDIVISION FOR OWNERSHIP AND MAINTENANCE
- DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Approve Resolution No. 23-72.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Baker Landing Subdivision for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.

ATTACHMENTS: Resolution No. 23-72 - Staff Report, Resolution No. 23-72, Baker Landing - Final Acceptance 08-21-23, Baker Landing Final Plat.

**9.2. RESOLUTION NO. 23-75 – A RESOLUTION TO ACCEPT THE
STREETS AND DRAINAGE IMPROVEMENTS IN TAYLOR
LANDING SUBDIVISION, PHASE 1A, FOR OWNERSHIP AND
MAINTENANCE - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Approve Resolution No. 23-75.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Taylor Landing Subdivision, Phase 1A, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.

ATTACHMENTS: Resolution No. 23-75 - Staff Report, Resolution No. 23-75, Taylor Landing 1A FinalRequest, Taylor Landing Phase 1A Final Plat.

**9.3. RESOLUTION NO. 23-76 – A RESOLUTION TO ACCEPT THE
STREETS AND DRAINAGE IMPROVEMENTS IN TAYLOR
LANDING SUBDIVISION, PHASE 1B, FOR OWNERSHIP AND
MAINTENANCE - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Approve Resolution No. 23-76.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Taylor Landing Subdivision, Phase 1B, for ownership and maintenance in the City of Columbia. The

Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.

ATTACHMENTS: Resolution No. 23-76 - Staff Report, Resolution No. 23-76, Taylor Landing 1B Final Request, Taylor Landing 1B Plat.

9.4. RESOLUTION NO. 23-77 - A RESOLUTION TO ACCEPT A DONATION OF ONE (1) COMMANDER HB SMOKE MACHINE REMOTE CONTROL AND ONE (1) DMX 25' CABLE WITH A COMBINED VALUE OF TWO HUNDRED AND TWENTY DOLLARS (\$220) FROM FROGGY'S FROG TO BE USED BY COLUMBIA FIRE & RESCUE - FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 23-77.

INFORMATION: Columbia Fire & Rescue requests City Council's approval to accept the donation of one Commander HB Smoke Machine remote control and one DMX 25' cable from Froggy's Fog. The remote control is compatible with the Fire & Rescue's existing smoke machine that is used in the training center. The remote will allow Fire & Rescue to control the smoke conditions from outside the structure during training exercises.

ATTACHMENTS: Staff Report Resolution No. 23-77, Resolution No. 23-77.

9.5. RESOLUTION NO. 23-78 – A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN VALLEY VIEW SUBDIVISION FOR OWNERSHIP AND MAINTENANCE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-78.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Valley View Subdivision for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.

ATTACHMENTS: Resolution No. 23-78 - Staff Report, Resolution No. 23-78, Valley View - Final Acceptance Request, Valley View Final Plat.

9.6. RESOLUTION NO. 23-79 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-79.

INFORMATION: The City Recorder is presenting tax corrections through 9/22/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 23-79, Resolution No. 23-79, Resolution No. 23-79 exhibit.

9.7. RESOLUTION NO. 23-80 - A RESOLUTION TO RATIFY THE ACCEPTANCE OF THE TENNESSEE HIGHWAY SAFETY OFFICE 2023-2024 HIGHWAY SAFETY GRANT FOR \$20,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT - POLICE DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-80.

INFORMATION: The Police Department has been awarded a Twenty Thousand Dollar grant from the Tennessee Highway Safety Office for the purpose of City purchasing in-car radars along with use for overtime for traffic safety assignments.

ATTACHMENTS: Staff Report Resolution No. 23-80, Resolution No. 23-80, THSO Contract and Letter.

9.8. RESOLUTION NO. 23-82 - A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE ANTICIPATION NOTES OF THE CITY OF COLUMBIA, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE COLLECTION AND

DISPOSITION OF REVENUES FROM THE WATER SYSTEM OF THE CITY OF COLUMBIA, TENNESSEE; AND MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM - .

RECOMMENDATION: Approve Resolution No. 23-82.

INFORMATION: On October 5, 2023, City Council heard a presentation from Jonathan Hardin of CPWS regarding a short-term borrowing request. This short-term note is to help fund the expansion of the existing Water Treatment Plan, new raw waterline intake and improvements to the existing system. The amount is \$40 million.

ATTACHMENTS: Staff Report Resolution No. 23-82, Resolution No. 23-82, SignedColumbia 2023 Water RAN Recommending Resolution, CPWS Presentation 100523.

10 ORDINANCES.

10.1.2ND CONSIDERATION OF ORDINANCE NO. 4476 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, DRUG, SANITATION, CAPITAL PROJECTS, AND WASTEWATER FUNDS - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4476 as amended on second consideration.

INFORMATION: The proposed ordinance is the first amendment to the FY 2024 Appropriation Ordinance, impacting the State Street Aid, Drug, Sanitation, Capital Projects and Wastewater Funds and several departments within the General Fund.

Within this budget amendment, the following items are included:

- Reappropriation of funds totaling \$6,358,541 across General, State Street Aid, Sanitation, Capital Projects and Wastewater Funds.
- \$830,150 for CDBG Sidewalk Grant, \$44,086.27 for Tourism ARP Grant, \$200,000 to replenish General Fund reserves,

\$699,999 in tourism enhancement funds, \$28,054 in Firefighter's Park reserves, \$675,790 to budget reserves/transfer to capital projects, and \$200,000 for Presidential Park in General City Admin.

- \$219,000 carry-over from FY 2023 for firing range, \$98,930.16 for or Equitable Sharing "Justice" and \$19,262.86 for Equitable Sharing "Treasury" funds, \$98,769.24 for sales of seized weapons, \$36,060.55 for Sexual Offender Registry fees, \$29,270 for 2021 JAG grant and \$3,645 for 2022 JAG grant in Police.
- \$5,687.43 in OEM funds from the prior year in Fire.
- \$195,779.69 for Development Services retirement not included in FY 2024 budget.
- \$70,000 for FY 2024 narcotics and vice vehicles/equipment in Drug Fund.
- The following project balances as of July 1, 2023 in Capital Projects Fund: Iron Bridge Project - TDOT PIN 130092.00 (\$1,702,999.48), Fire Station No. 1 Renovation (\$1,324,649.50), and US 31/412 - TDOT PIN (\$6,752,391.02).
- Budget General Fund transfer of \$675,790 for Parking Garage improvements project,
- \$221,908 for Air Unit repairs @ Wastewater Treatment Plant in Wastewater.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2024 by \$20,490,763 to \$100,929,732.

ATTACHMENTS: Ordinance No. 4476 Staff Report 101223, Ordinance No. 4476 as amended, Ordinance No. 4476 Supporting Docs 101223, Ordinance No. 4476 Budget Summary 101223.

10.2.2ND CONSIDERATION OF ORDINANCE NO. 4477 - AN ORDINANCE TO AMEND TITLE 18, CHAPTER 2, SECTIONS 18-208(2) AND 18-209(5)(F) OF THE COLUMBIA MUNICIPAL CODE BY ADDING A PARAGRAPH TO TITLE 18, CHAPTER 2, SECTION 18-208(2) AND BY DELETING TITLE 18, CHAPTER 2, SECTION 18-209(5)(F) IN ITS ENTIRETY AND REPLACING SUCH SECTION WITH A NEW TITLE 18, CHAPTER 2, SECTION 18-209(5)(F) - WASTEWATER DEPARTMENT.

RECOMMENDATION: Defer Ordinance No. 4477 on second consideration.

INFORMATION: The City of Columbia Wastewater Department seeks to update its Municipal Code with respect to the provisions related to sewage to address the availability of sewer services in the event of annexations and to address increased costs of plant operations and sludge disposal contracts.

The Public Hearing for this item was not run, resulting in the need to defer the Ordinance on second consideration and establish November 9, 2023 as the date of Public Hearing.

ATTACHMENTS: Staff Report Ordinance No. 4477 2nd Consideration, Ordinance No. 4477.

10.3.2ND CONSIDERATION OF ORDINANCE NO. 4478 - AN ORDINANCE TO ADD TITLE 18, CHAPTER 1, SECTION 18-106 TO THE COLUMBIA MUNICIPAL CODE PERTAINING TO SEWERS - WASTEWATER DEPARTMENT.

RECOMMENDATION: Defer Ordinance No. 4478 on second consideration.

INFORMATION: It is the desire of the City of Columbia Wastewater Department to update its Municipal Code with respect to the provisions related to grinder pump systems under the sewer provisions of such code.

The Public Hearing for this item was not run, resulting in the need to defer the Ordinance on second consideration and establish November 9, 2023 as the date of Public Hearing.

ATTACHMENTS: Staff Report Ordinance No. 4478 2nd consideration, Ordinance No. 4478.

10.4.2ND CONSIDERATION ON ORDINANCE NO. 4479 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REVISING THE ARDEN VILLAGE PUD MASTER PLAN AT TAX MAP 51 PARCELS 2 AND 2.05

LOCATED OFF NASHVILLE HIGHWAY AND ARDEN VILLAGE DRIVE - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4479 on second consideration.

INFORMATION: The applicant is requesting to modify the Planned Unit Development Master Plan by altering Building "A" with an additional building story. The building will consist of one commercial floor on the ground with two floors of residential above. The three-story proposal will keep in rhythm with the surrounding structures. The Architectural Design Review Team approved this item at the December 2022 meeting with conditions. The Planning Commission reviewed this request at the August 9, 2023 meeting and recommended approval with a vote of six to zero.

ATTACHMENTS: Staff Report Ordinance No. 4479 2nd consideration, Ordinance No. 4479, Ordinance No. 4479 Exhibit A, Ordinance No. 4479 Exhibit B, Ordinance No. 4479 DS Staff Report.

10.5.2ND CONSIDERATION OF ORDINANCE NO. 4480 - AN ORDINANCE TO ABANDON A RIGHT-OF-WAY LOCATED AT 201 EAST 6TH STREET AND AUTHORIZE THE CONVEYANCE THUS OF SUCH PROPERTY TO MAURY COUNTY, TENNESSEE - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4480 on second consideration.

INFORMATION: Maury County Archives has requested a portion of East 6th Street right-of-way be abandoned. This request was made so the new Archive building can be built on this site.

Due diligence of this request has been completed. An Atmos natural gas line was identified in the right-of-way. The County has agreed to relocate the gas line and Atmos has concurred.

It is recommended this right-of-way request be approved for the new Archive building.

ATTACHMENTS: Staff Report Ordinance No. 4480 2nd consideration, Ordinance No. 4480, Ordinance No. 4480 Exhibit A, Ordinance No. 4480 Exhibit B.

10.6.2ND CONSIDERATION OF ORDINANCE NO. 4481 - AN ORDINANCE TO AMEND TITLE 7 OF THE COLUMBIA MUNICIPAL CODE BY ADDING CHAPTER 7, SECTION 7-701 ENACTING TRAINING FEES UPON OUTSIDE ENTITIES UTILIZING THE COLUMBIA FIRE ACADEMY - FIRE & RESCUE.

RECOMMENDATION: Approve Ordinance No. 4481 on second consideration.

INFORMATION: After the completion of the training center and the inception of Columbia Fire & Rescue recruit academy in May 2023, outside entities have requested the opportunity to send their recruits to Columbia Fire & Rescue's next recruit academy.

A fee schedule has been established which will generate revenue to assist with the costs of training supplies.

Only entities outside the City of Columbia departments will be subject to these fees.

ATTACHMENTS: Staff Report Ordinance No. 4481 2nd consideration, Ordinance No. 4481.

10.7.1ST CONSIDERATION ON ORDINANCE NO. 4482 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100M GROUP C PARCEL 18 LOCATED OFF W. 18TH STREET, FROM SD-LI (LIGHT INDUSTRIAL SPECIAL DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND ESTABLISH NOVEMBER 9, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4482 for first consideration and establish November 9, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting the property to be rezoned for future residential development. The current zoning does not permit single family residential and would also have a constricting buffer requirement. The Planning Commission approved this request at the September 13, 2023 meeting by a vote of five to zero.

ATTACHMENTS: Staff Report Ordinance No. 4482, Ordinance No. 4482, Ordinance No. 4482 Exhibit A, Ordinance No. 4482 Exhibit B, Ordinance No. 4482 Staff Report DS.

10.8.1ST CONSIDERATION ON ORDINANCE NO. 4483 - 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 51 PARCEL 58, LOCATED OFF NASHVILLE HIGHWAY AND HONEY FARM WAY, FROM PUD-CEG (PLANNED UNIT DEVELOPMENT - COMMERCIAL ENTERPRISE GENERAL) TO CD-4C (GENERAL URBAN CORRIDOR CHARACTER DISTRICT) AND ESTABLISH NOVEMBER 9, 2023 AS THE DATE OF PUBLIC HEARING - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4483 on first consideration and establish November 9, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting to rezone a portion of Tax Map 51 Parcel 58 from the PUD zoning overlay of commercial enterprise general to the CD-4C (General Urban Corridor Character District). The concept presented reflects restaurant and retail uses. The Planning Commission reviewed this request and recommended approval with a vote of three to one at the September 13, 2023 meeting.

ATTACHMENTS: Staff Report Ordinance No. 4483, Ordinance No. 4483, Ordinance No. 4483 Exhibit A, Ordinance No. 4483 Exhibit B, Ordinance No. 4483 Staff Report DS.

11 OTHER BUSINESS.

12 EXECUTIVE SESSION.

13 ADJOURNMENT.

14 UPCOMING EVENTS.

**EMPLOYEE FALL PICNIC - WEDNESDAY, OCTOBER 18, 2023 -
11:00 A.M. - 1:00 P.M. - RIVERWALK PARK - FARMERS MARKET
PAVILION.**



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: 2ND CONSIDERATION OF ORDINANCE NO. 4476 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, DRUG, SANITATION, CAPITAL PROJECTS, AND WASTEWATER FUNDS

RECOMMENDATION: Approve.

INFORMATION: The proposed ordinance is the first amendment to the FY 2024 Appropriation Ordinance, impacting the State Street Aid, Drug, Sanitation, Capital Projects and Wastewater Funds and several departments within the General Fund.

Within this budget amendment, the following items are included:

- Reappropriation of funds totaling \$6,358,541 across General, State Street Aid, Sanitation, Capital Projects and Wastewater Funds.
- \$830,150 for CDBG Sidewalk Grant, \$44,086.27 for Tourism ARP Grant, \$200,000 to replenish General Fund reserves, \$699,999 in tourism enhancement funds, \$28,054 in Firefighter's Park reserves, \$675,790 to budget reserves/transfer to capital projects, and \$200,000 for Presidential Park in General City Admin.
- \$219,000 carry-over from FY 2023 for firing range, \$98,930.16 for or Equitable Sharing "Justice" and \$19,262.86 for Equitable Sharing "Treasury" funds, \$98,769.24 for sales of seized weapons, \$36,060.55 for Sexual Offender Registry fees, \$29,270 for 2021 JAG grant and \$3,645 for 2022 JAG grant in Police.
- \$5,687.43 in OEM funds from the prior year in Fire.
- \$195,779.69 for Development Services retirement not included in FY 2024 budget.
- \$70,000 for FY 2024 narcotics and vice vehicles/equipment in Drug Fund.
- The following project balances as of July 1, 2023 in Capital Projects Fund: Iron Bridge Project - TDOT PIN 130092.00 (\$1,702,999.48), Fire Station No. 1 Renovation (\$1,324,649.50), and US 31/412 - TDOT PIN (\$6,752,391.02).
- Budget General Fund transfer of \$675,790 for Parking Garage improvements project,
- \$221,908 for Air Unit repairs @ Wastewater Treatment Plant in Wastewater.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2024 by \$20,490,763 to \$100,929,732.

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE
NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID,
DRUG, SANITATION, CAPITAL PROJECTS, AND WASTEWATER FUNDS

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4464 as amended, the same being the
Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2023 through
June 30, 2024, be amended. That the total budget appropriation for the fiscal year be
increased from \$80,438,968 to \$100,929,732, an increase of \$20,490,763.

Section 2: That the budget appropriations shall be revised as follows:
MIS total of \$1,086,533 be amended to \$1,128,791, an increase of \$42,258.

General City Admin total of \$10,057,293 be amended to \$12,966,416, an increase of
\$2,909,123.

Police total of \$12,064,131 be amended to \$12,874,685, an increase of \$810,554.

Fire total of \$9,450,523 be amended to \$9,975,676, an increase of \$525,153.

Public Works total of \$5,352,015 be amended to \$5,901,410, an increase of \$549,395.

Development Services total of \$2,207,684 be amended to \$2,433,464, an increase of
\$225,780.

Parks total of \$3,570,012 be amended to \$3,651,760, an increase of \$81,748.

State Street Aid total of \$1,969,000 be amended to \$2,171,185, an increase of \$202,185.

Drug total of \$101,053 be amended to \$171,053, an increase of \$70,000.

Sanitation total of \$4,506,366 be amended to \$4,866,460, an increase of \$360,094.

Capital Projects total of \$2,953,029 be amended to \$14,422,143, an increase of
\$11,469,114.

Wastewater total of \$22,434,562 be amended to \$25,679,921, an increase of \$3,245,359.

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 17th day of September, 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 ____ DAY OF OCTOBER, 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: _____

Summary of Appropriation Amendment #1
2nd Consideration - October 12th (10/12/23)

MIS

Rebudget funds for order/services not received as of 6/30/23	\$	42,258.00
Total MIS	\$	42,258.00

General City Admin

Rebudget funds for order/services not received as of 6/30/23	\$	231,044.00
Total General City Admin	\$	231,044.00

Police

Rebudget funds for order/services not received as of 6/30/23	\$	305,616.00
Total Police	\$	305,616.00

Fire

Rebudget funds for order/services not received as of 6/30/23	\$	519,466.00
Total Fire	\$	519,466.00

Public Works

Rebudget funds for order/services not received as of 6/30/23	\$	549,395.00
Total Public Works	\$	549,395.00

Development Services

Rebudget funds for order/services not received as of 6/30/23	\$	30,000.00
Total Development Services	\$	30,000.00

Parks

Rebudget funds for order/services not received as of 6/30/23	\$	81,748.00
Total Parks	\$	81,748.00

	\$	1,759,527.00
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State Street Aid

Rebudget funds for order/services not received as of 6/30/23	\$	202,185.00
Total State Street Aid	\$	202,185.00

Sanitation

Rebudget funds for order/services not received as of 6/30/23	\$	360,094.00
Total Sanitation	\$	360,094.00

Capital Projects

Rebudget funds for order/services not received as of 6/30/23	\$	1,013,284.00
Total Capital Projects	\$	1,013,284.00

Wastewater (Sewer) Fund

Rebudget funds for order/services not received as of 6/30/23	\$	3,023,451.00
Total Wastewater (Sewer) Fund	\$	3,023,451.00

Total Increase - All Funds (First Consideration)	\$	6,358,541.00
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General City Admin

Budget funds for CDBG Sidewalk Grant	\$	830,150.00
Budget Tourism ARP Funds		44,086.27
Replenish General City Admin - Reserves		875,790.00
Budget reduction to reserves to transfer to CPF		(675,790.00)
Budget transfer to Capital Projects for Parking Garage		675,790.00
Budget funds remaining from FY 2023 for Tourism Enhancement Reserves		699,999.00
Budget funds remaining from FY 2023 for Firefighters Park Reserves		28,054.00
Budget funds for Presidential Park	\$	200,000.00

Total General City Admin \$ 2,678,079.27

Police

Budget funds for Equitable Sharing "Justice" proceeds	98,930.16
Budget funds for Equitable Sharing "Treasury" proceeds	19,262.86
Budget funds received from sales of seized weapons	98,769.24
Budget funds for Sexual Offender Registry fees	36,060.55
Budget carry-over funds for firing range improvements	219,000.00
Budget funds for 2021 JAG Grant	29,270.00
Budget funds for 2022 JAG Grant	<u>\$ 3,645.00</u>

Total Police \$ 504,937.81

Fire

Budget EOM funds from prior year	<u>\$ 5,687.43</u>
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Total Fire \$ 5,687.43

Development Services

Budget funds for department retirement not included in FY 24 budget	<u>195,779.69</u>
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Total Development Services \$ 195,779.69

TOTAL GENERAL FUND \$ 3,384,484.20

Drug Fund

Budget funds for FY 2024 narcotics and vice vehicles/equipment	<u>\$ 70,000.00</u>
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Total Drug Fund \$ 70,000.00

Capital Projects

Rebudget funds for Iron Bridge Project - TDOT PIN 130092.00	\$ 1,702,999.48
Rebudget funds for Fire Station No. 1 Rehab	1,324,649.50
Budget transfer to Capital Projects for Parking Garage	675,790.00
Rebudget funds for US 31/412 - TDOT PIN	<u>6,752,391.02</u>

Total Capital Projects \$ 10,455,830.00

Wastewater (Sewer) Fund

Budget funds for Air Unit repairs @ Wastewater Treatment Plant	<u>\$ 221,908.00</u>
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Total Wastewater (Sewer) Fund \$ 221,908.00

Total Increase - All Funds (Second Consideration) \$ 14,132,222.20

Total Increase - All Funds (First and Second Consideration) \$ 20,490,763.20

CITY OF COLUMBIA
FY 2024 APPROPRIATION AMENDMENT #1
Second Consideration 10/12/23

1) Rebudget General Fund Outstanding Purchase Order @ 6/30/23

Materials/Equipment/Services not received by 6/30/23

Increase Revenues

110-37110	\$ 1,716,713.00	Prior Year Revenue
110-33228	<u>\$ 42,814.00</u>	EPA Brownfield Assessment Grant
	\$ 1,759,527.00	Total

Increase Expenditures

110-41300-255	\$ 7,529.00	MIS - Software Support/Maintenance	Dell Marketing L P
110-41300-941	\$ 34,729.00	MIS - Machinery, Equipment & Auto	Ford Of Murfreesboro
110-41900-250	\$ 13,750.00	General Admin-Misc.- Prof Serv	WES Engineers & Surveyors
110-41900-290	\$ 3,750.00	General Admin-Misc.- Other Services	Communications Services, Inc.
110-41900-290	\$ 3,500.00	General Admin-Misc.- Other Services	Communications Services, Inc.
110-41900-290	\$ 1,418.00	General Admin-Misc.- Other Services	Communications Services, Inc.
110-41900-297	\$ 50,000.00	General Admin-Misc.- Animal Services	Maury Co Animal Shelter
110-41900-340	\$ 16,046.00	General Admin-Misc. - Maint/Repair Supplies Other	Eye In The Sky
110-41900-930	\$ 19,997.00	General Admin-Misc. - Improve Other Than Bldgs	T-Square Engineering
110-41900-930	\$ 19,601.00	General Admin-Misc. - Improve Other Than Bldgs	Neel-Schaffer
110-41920-250	\$ 42,814.00	General Admin-Brownfields Project - Prof Serv	PM Environmental, Inc
110-41950-930	\$ 28,334.00	Tourism - Improvements Other Than Building	Jennifer Grisham
110-41950-930	\$ 28,334.00	Tourism - Improvements Other Than Building	Jennifer Grisham
110-41950-930	\$ 3,500.00	Tourism - Improvements Other Than Building	Cyril Stewart
110-42110-800	\$ 100,675.00	Police Dept-Administration - Reserves	Midsouth Barndominiums
110-42110-800	\$ 111,038.00	Police Dept-Administration - Reserves	Midsouth Barndominiums
110-42123-320	\$ 15,000.00	Police Dept-Patrol - Operation Supplies	Accurate Law Enforcement
110-42123-320	\$ 100.00	Police Dept-Patrol - Operation Supplies	Accurate Law Enforcement
110-42123-320	\$ 14,875.00	Police Dept-Patrol - Operation Supplies	Accurate Law Enforcement
110-42123-320	\$ 100.00	Police Dept-Patrol - Operation Supplies	Accurate Law Enforcement
110-42141-320	\$ 4,037.00	Police Dept-Seized Weapons - Operating Supplies	Gulf States Distributors Inc
110-42142-941	\$ 26,424.00	Police Dept - 2022 JAG Grant - Machinery and Equip	Trikke Professional Mobility
110-42150-255	\$ 28,923.00	Support Services - Software Maintenance	Vigilant Solutions, LLC
110-42150-320	\$ 3,066.00	Police Dept-Support Services - Operation Supplies	Gulf States Distributors Inc
110-42150-320	\$ 1,378.00	Police Dept-Support Services - Operation Supplies	Gulf States Distributors Inc
110-42210-941	\$ 60,589.00	Fire Administration - Machinery & Equipment	Sabre Industries, Inc
110-42220-321	\$ 14,123.00	Fire Dept-Suppression - Controllable Assets	Motorola Solutions Inc
110-42220-326	\$ 10,188.00	Fire Dept-Suppression - Wearing Apparel	NAFECO Inc
110-42220-326	\$ 6,486.00	Fire Dept-Suppression - Wearing Apparel	NAFECO Inc
110-42220-326	\$ 204.00	Fire Dept-Suppression - Wearing Apparel	NAFECO Inc
110-42220-326	\$ 4,204.00	Fire Dept-Suppression - Wearing Apparel	Fire Storm
110-42220-326	\$ 8,408.00	Fire Dept-Suppression - Wearing Apparel	Fire Storm

110-42220-326	\$ 4,204.00	Fire Dept-Suppression - Wearing Apparel	Fire Storm
110-42220-941	\$ 104,445.00	Fire Dept-Suppression - Machinery & Equipment	Native Instinct LLC
110-42220-941	\$ 306,615.00	Fire Dept-Suppression - Machinery & Equipment	Southeast Apparatus Llc
110-43110-920	\$ 117,079.00	Streets-General - Buildings	Lose Design - Lose & Associates,
110-43120-930	\$ 67,899.00	Street Maintenance - Other Improvements	Columbia Oil Company Inc
110-43120-941	\$ 303,164.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 12,530.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 1,055.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 11,527.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 25,607.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 4,554.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 5,980.00	Street Maintenance - Machinery & Equipment	Thompson Machinery
110-43710-340	\$ 30,000.00	Development Serv-Planning - Maint & Repair Supplies-C	Eye In The Sky
110-44410-320	\$ 6,700.00	Recreation - Administration - Operation Supplies	Crane Fitness Equipment
110-44415-931	\$ 75,048.00	Recreation - Maintenance Shop - Park Improvements	Kimley-Horn & Associates, Inc
	\$ 1,759,527.00	Total	

2) Rebudget State Street Aid Fund Outstanding Purchase Orders @ 6/30/23

Materials/Equipment/Services not received by 6/30/23

Increase Revenues

121-37110	\$ 202,185.00	Prior Year Revenue
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Increase Expenditures

121-43100-290	12,823.00	State Street Aid - Other Services	Columbia Power & Water Syster
121-43100-941	\$ 189,362.00	State Street Aid - Machinery and Equip	Versalift
	\$ 202,185.00	Total	

3) Rebudget Sanitation Aid Fund Outstanding Purchase Orders @ 6/30/23

Materials/Equipment/Services not received by 6/30/23

Increase Revenues

127-37110	\$ 360,094.00	Prior Year Revenue
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Increase Expenditures

127-43230-941	\$ 360,094.00	Sanitation - Machinery, Equipment And Auto	Stringfellow Inc
	\$ 360,094.00	Total	

4) Rebudget Capital Projects Fund Outstanding Purchase Orders @ 6/30/23

Materials/Equipment/Services not received by 6/30/23

Increase Revenues

311-37110	\$ 1,013,284.00	Prior Year Revenue
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Increase Expenditures

311-41320-930	417,705.00	South Garden Streetscape - Improvements Other Than Bu	Adams Contracting, LLC
311-41320-930	135,264.00	South Garden Streetscape - Improvements Other Than Bu	Ragan Smith & Associates Inc
311-41850-923	36,434.00	Bridge Improvements - Bridge Improvements	Barge Design Solutions, Inc
311-41850-923	48,275.00	Bridge Improvements - Bridge Improvements	Barge Design Solutions, Inc
311-41850-936	49,122.00	Parking Garage - Parking Garage Improvements	Morrison Engineering LLC
311-42210-920	78,908.00	Fire Administration - Buildings	Nuber Architecture LLC
311-43100-934	40,088.00	STBG Projects - Project US-31/US-412	Gresham Smith & Partners
311-43100-934	<u>\$ 207,488.00</u>	STBG Projects - Project US-31/US-412	Gresham Smith & Partners
	\$ 1,013,284.00	Total	

5) Rebudget Wastewater (Sewer) Fund Outstanding Purchase Orders @ 6/30/23

Materials/Equipment/Services not received by 6/30/23

Increase Revenues

412-37110	\$ 3,023,451.00	Prior Year Revenue
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Increase Expenditures

412-52211-941	\$ 113,709.00	Sewer Line Maintenance - Machinery, Equipment And A	Cumberland International
412-52212-269	\$ 24,377.00	Pumping Station - Maint/Repair Other	Cumberland Machine Co Inc
412-52212-269	\$ 49,663.00	Pumping Station - Maint/Repair Other	Cumberland Machine Co Inc
412-52212-269	\$ 13,018.00	Pumping Station - Maint/Repair Other	Guthrie Sales & Service Inc
412-52212-340	\$ 17,205.00	Pumping Station - Maint\Repair Supplies Other	Cumberland Machine Co Inc
412-52212-340	\$ 19,704.00	Pumping Station - Maint\Repair Supplies Other	John Bouchard & Sons Co Inc
412-52212-931	\$ 1,218,500.00	Pumping Station - Pumping Station Projects	J R Wauford & Co Cons Eng, Ir
412-52213-269	\$ 7,950.00	Sewer Treatment Plant - Maint/Repair Other	Columbia Machine Works
412-52213-269	\$ 11,417.00	Sewer Treatment Plant - Maint/Repair Other	Applied Industrial Technologie
412-52213-269	\$ 16,117.00	Sewer Treatment Plant - Maint/Repair Other	BCV Systems LLC
412-52213-921	\$ 1,040,785.00	Sewer Treatment Plant - Plant Impr	Judy Construction Company
412-52213-930	\$ 447,000.00	Sewer Treatment Plant - Improve Other Than Buildings	J R Wauford & Co Cons Eng, Ir
412-52215-250	\$ 20,000.00	Sewer Rehabilitation - Professional Services	J R Wauford & Co Cons Eng, Ir
412-52215-930	\$ 15,211.00	Sewer Rehabilitation - Improve Other Than Buildings	J R Wauford & Co Cons Eng, Ir
412-52215-930	<u>\$ 8,795.00</u>	Sewer Rehabilitation - Improve Other Than Buildings	J R Wauford & Co Cons Eng, Ir
	\$ 3,023,451.00	Total	

Items added for Second Consideration on 10/12/23

6) Budget funds for 2022 CDBG "Small Cities" Sidewalk Grant**Increase Revenues**

110-33231	830,150.00	2022 CDBG Grant Project
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Increase Expenditures

110-41925-930	568,250.00	CDBG Grant Project - Impr Other Than Buildings
110-41925-250	243,399.00	CDBG Grant Project - Professional Fees
110-41925-290	18,501.00	CDBG Grant Project - Other

7) Budget Tourism ARP Funds**Increase Revenues**

110-33238	44,086.27	ARPA Tourism Assistance
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Increase Expenditures

110-41951-800	44,086.27	ARPA Tourism - Reserves
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8) Replenish General City Admin - Reserves**Increase Revenues**

110-37110	\$ 200,000.00	Prior Year Revenue
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Increase Expenditures

110-41900-800	\$ 200,000.00	General City Admin - Reserves
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9) Replenish Tourism Enhancement Reserves from prior year**Increase Revenues**

110-37110	\$ 699,999.00	Prior Year Revenue
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Increase Expenditures

110-41950-800	\$ 699,999.00	General City Admin - Tourism Enhancement - Reserves
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10) Budget Remaining Firefighters Park - Reserves**Increase Revenues**

110-37110	\$ 28,054.00	Prior Year Revenue
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Increase Expenditures

110-41950-810	\$ 28,054.00	General City Admin - Tourism Enhancement - FF Park Reserves
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11) Budget funds for Presidential Park

For Portrait Park Phase II

Increase Revenues

110-37110	\$ 200,000.00	Prior Year Revenue
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Increase Expenditures

110-41950-930	\$ 200,000.00	Tourism Enhancement - Improvements Other Than Building
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12) Budget funds within Detective Division for expenditures related to Sexual Offender Registry

FY 2023 balance of unexpended funds. Restricted to Sexual Offender Registry-related expenditures.

Increase Revenues

110-37110 \$ 36,060.55 Prior Year Revenue

Increase Expenditures

110-42121-324 \$ 36,060.55 Police Dept - Detectives - Sexual Offender Registry

13) Budget unexpended funds from sale of seized weapons

Must be segregated & allocated for approved law enforcement purchases.

Increase Revenues

110-37110 \$ 98,769.24 Prior Year Revenue

Increase Expenditures

110-42141-320 \$ 98,769.24 Police-Seized Weapon proceeds-Operating Supplies

14) Rebudget balance of Federal Equitable Sharing Agreement funds

Justice (DOJ) Funds

Increase Revenues

110-37110 \$ 98,930.16 Prior Year Revenue

Increase Expenditures

110-42160-800 \$ 98,930.16 Police Dept-Equitable Sharing - Reserves

Treasury (IRS) Funds

Increase Revenues

110-37110 \$ 19,262.86 Prior Year Revenue

Increase Expenditures

110-42161-800 \$ 19,262.86 Police Dept-Equitable Sharing - Reserves

15) Budget 2021 JAG Grant**Increase Revenues**

110-33203 \$ 29,270.00 2021 Byrne/JAG Grant

Increase Expenditures

110-42140-320 \$ 13,270.00 Police Department - 2021 Byrne/JAG - Operating Supplies

110-42140-321 \$ 16,000.00 Police-2021 Byrne/JAG - Controllable Assets

16) Budget 2022 JAG Grant

Increase Revenues

110-33211 \$ 3,645.00 2022 Byrne/Jag Grant

Increase Expenditures

110-42142-941 \$ 3,645.00 Police Dept - 2022 Byrne Justice Asst Grant - Machinery, Equipment & Auto

17) Budget EOM funds from prior year

Increase Revenues

110-37110 \$ 5,687.43 Prior Year Revenue

Increase Expenditures

110-42260-800 \$ 5,687.43 Fire Dept - Emergency Management - Reserves

18) Budget funds for department retirement not included in FY 24 budget

Increase Revenues

110-37110 \$ 195,779.69 Prior Year Revenue

Increase Expenditures

110-43710-143 \$ 195,779.69 Development Serv-Planning - Retirement

19) Budget funds for FY 2024 narcotics and vice vehicles/equipment

Increase Revenues

125-37110 \$ 70,000.00 Prior Year Revenue

Increase Expenditures

125-42100-941 \$ 70,000.00 Drug Fund - Machinery, Equip & Automotive

20) Rebudget funds for Iron Bridge Project - TDOT PIN 130092.00

Rebudget project balances as of July 1

Increase Revenues

311-33453 \$ 1,328,000.00 STBG Project-Iron Bridge PIN 130092.00

311-37110 \$ 374,999.48 Prior Year Revenue

Increase Expenditures

311-41850-923 \$ 1,702,999.48 General City Admin - Tourism - Improvements Other Than Building

21) Rebudget funds for Fire Station No. 1 Rehab

Rebudget project balances as of July 1

Increase Revenues

311-37110 \$ 1,324,649.50 Prior Year Revenue

Increase Expenditures

311-42210-920 \$ 1,324,649.50 Fire Administration - Buildings

22) Rebudget funds for US 31/412 - TDOT PIN

Rebudget project balances as of July 1

Increase Revenues

311-37110 \$ 6,752,391.02 Prior Year Revenue

Increase Expenditures

311-43100-934 \$ 6,752,391.02 STBG Projects - Project US-31/US-412

23) Budget funds for Air Unit repairs @ Wastewater Treatment Plant

Approved by Council on 9/14/23

Increase Revenues

412-37110 \$ 221,908.00 Retained Earnings

Increase Expenditures

412-52213-941 \$ 221,908.00 Sewer Treatment Plant - Machinery, Equipment And Auto

24) Budget carry-over funds for firing range improvements

Carry over funds from FY 2023

Increase Revenues

110-37110 \$ 219,000.00 Prior Year Revenue

Increase Expenditures

110-42150-930 \$ 219,000.00 Police-Support Services - Other Improvements

25) Budget transfer to Capital Projects for Parking Garage

Replenish General City Admin - Reserves

Increase Revenues

110-37110 675,790.00 Prior Year Revenue

Increase Expenditures

110-41900-800 \$ 675,790.00 General City Admin - Reserves

Budget transfer to Capital Projects for Parking Garage

Decrease Expenditures

110-41900-800 675,790.00 General City Admin - Reserves

Increase Expenditures

110-41900-766 \$ 675,790.00 General City Admin - Miscellaneous - Transfer to Capital Proj Fund

Budget transfer to Capital Projects for Parking Garage

Increase Revenues

311-37940 \$ 675,790.00 Transfer From General Fund

Increase Expenditures

311-41850-936 \$ 675,790.00 Parking Garage - Parking Garage Improvements

City of Columbia FY 2024 Reappropriations

<u>PO Number</u>		<u>Vendor Name</u>	<u>PO Date</u>	<u>PO Amount</u>	<u>Obligated</u>	<u>Liquidated</u>	<u>RA Amt</u>
PO-26013	110-41300-255	Dell Marketing L P	06/07/2023	\$7,528.22	\$0.00	\$0.00	\$7,529.00
PO-25959	110-41300-941	Ford Of Murfreesboro	03/20/2023	\$34,729.00	\$0.00	\$0.00	\$34,729.00
							\$42,258.00
BO-1417	110-41900-250	WES Engineers & Surveyors	04/19/2023	\$13,750.00	\$0.00	\$0.00	\$13,750.00
PO-25998	110-41900-290	Communications Services, Inc.	05/18/2023	\$8,668.00	\$0.00	\$0.00	\$3,750.00
PO-25998	110-41900-290	Communications Services, Inc.	05/18/2023	\$8,668.00	\$0.00	\$0.00	\$3,500.00
PO-25998	110-41900-290	Communications Services, Inc.	05/18/2023	\$8,668.00	\$0.00	\$0.00	\$1,418.00
PO-26030	110-41900-297	Maury Co Animal Shelter	06/22/2023	\$50,000.00	\$0.00	\$0.00	\$50,000.00
PO-25833	110-41900-340	Eye In The Sky	09/14/2022	\$46,045.93	\$0.00	\$0.00	\$16,046.00
PO-25919	110-41900-930	T-Square Engineering	01/11/2023	\$22,250.00	\$0.00	\$2,253.75	\$19,997.00
RA-25619	110-41900-930	Neel-Schaffer	44866	\$53,402.00	\$0.00	\$33,801.69	\$19,601.00
RC-1290	110-41920-250	PM Environmental, Inc	44868	\$112,243.00	\$0.00	\$69,429.82	\$42,814.00
PO-25961	110-41950-930	Jennifer Grisham	03/20/2023	\$85,000.00	\$0.00	\$56,666.00	\$28,334.00
RA-25737	110-41950-930	Jennifer Grisham	44866	\$56,667.00	\$0.00	\$28,333.00	\$28,334.00
RB-25215	110-41950-930	Cyril Stewart	44868	\$3,500.00	\$0.00	\$0.00	\$3,500.00
							\$231,044.00
PO-25981	110-42110-800	Midsouth Barndominiums	04/20/2023	\$100,675.00	\$0.00	\$0.00	\$100,675.00
PO-25981	110-42110-800	Midsouth Barndominiums	04/20/2023				\$111,038.00
PO-26004	110-42123-320	Accurate Law Enforcement	05/18/2023	\$15,100.00	\$0.00	\$0.00	\$15,000.00
PO-26004	110-42123-320	Accurate Law Enforcement	05/18/2023	\$15,100.00	\$0.00	\$0.00	\$100.00
PO-26005	110-42123-320	Accurate Law Enforcement	05/18/2023	\$14,975.00	\$0.00	\$0.00	\$14,875.00
PO-26005	110-42123-320	Accurate Law Enforcement	05/18/2023	\$14,975.00	\$0.00	\$0.00	\$100.00
PO-25898	110-42141-320	Gulf States Distributors Inc	12/13/2022	\$7,945.60	\$0.00	\$3,908.80	\$4,037.00
PO-26038	110-42142-941	Trikke Professional Mobility	45104	\$26,424.00	\$0.00	\$0.00	\$26,424.00
PO-25982	110-42150-255	Vigilant Solutions, LLC	04/20/2023	\$28,922.28	\$0.00	\$0.00	\$28,923.00
PO-25899	110-42150-320	Gulf States Distributors Inc	12/13/2022	\$7,026.95	\$0.00	\$2,583.00	\$3,066.00
PO-25899	110-42150-320	Gulf States Distributors Inc	12/13/2022	\$7,026.95	\$0.00	\$2,583.00	\$1,378.00
							\$305,616.00
BO-1416	110-42210-941	Sabre Industries, Inc	04/19/2023	\$188,398.00	\$0.00	\$132,646.00	\$60,589.00
PO-26024	110-42220-321	Motorola Solutions Inc	06/13/2023	\$14,122.36	\$0.00	\$0.00	\$14,123.00
EO-49	110-42220-326	NAFECO Inc	05/18/2023	\$16,878.00	\$0.00	\$0.00	\$10,188.00

EO-49	110-42220-326	NAFECO Inc	05/18/2023	\$16,878.00	\$0.00	\$0.00	\$6,486.00
EO-49	110-42220-326	NAFECO Inc	05/18/2023	\$16,878.00	\$0.00	\$0.00	\$204.00
PO-26025	110-42220-326	Fire Storm	06/13/2023	\$16,815.00	\$0.00	\$0.00	\$4,204.00
PO-26025	110-42220-326	Fire Storm	06/13/2023	\$16,815.00	\$0.00	\$0.00	\$8,408.00
PO-26025	110-42220-326	Fire Storm	06/13/2023	\$16,815.00	\$0.00	\$0.00	\$4,204.00
PO-26023	110-42220-941	Native Instinct LLC	06/12/2023	\$104,444.21	\$0.00	\$0.00	\$104,445.00
RA-25731	110-42220-941	Southeast Apparatus Llc	44866	\$306,615.00	\$0.00	\$0.00	\$306,615.00
							\$519,466.00
RA-25618	110-43110-920	Lose Design - Lose & Associates, Inc	44868	\$257,767.00	\$0.00	\$140,688.53	\$117,079.00
PO-25866	110-43120-930	Columbia Oil Company Inc	10/21/2022	\$67,899.00	\$0.00	\$0.00	\$67,899.00
PO-25830	110-43120-941	Viking Cives Midwest	09/14/2022	\$303,163.64	\$0.00	\$0.00	\$303,164.00
PO-25867	110-43120-941	Viking Cives Midwest	10/25/2022	\$55,273.00	\$0.00	\$0.00	\$12,530.00
PO-25867	110-43120-941	Viking Cives Midwest	10/25/2022	\$55,273.00	\$0.00	\$0.00	\$1,055.00
PO-25867	110-43120-941	Viking Cives Midwest	10/25/2022	\$55,273.00	\$0.00	\$0.00	\$11,527.00
PO-25867	110-43120-941	Viking Cives Midwest	10/25/2022	\$55,273.00	\$0.00	\$0.00	\$25,607.00
PO-25867	110-43120-941	Viking Cives Midwest	10/25/2022	\$55,273.00	\$0.00	\$0.00	\$4,554.00
PO-25990	110-43120-941	Thompson Machinery	05/03/2023	\$5,980.00	\$0.00	\$0.00	\$5,980.00
							\$549,395.00
PO-25833	110-43710-340	Eye In The Sky	09/14/2022	\$46,045.93	\$0.00	\$0.00	\$30,000.00
							\$30,000.00
PO-26011	110-44410-320	Crane Fitness Equipment	06/06/2023	\$6,700.00	\$0.00	\$0.00	\$6,700.00
PO-25987	110-44415-931	Kimley-Horn & Associates, Inc	05/03/2023	\$79,800.00	\$0.00	\$4,752.00	\$75,048.00
							\$81,748.00
PO-25992	121-43100-290	Columbia Power & Water Systems	05/03/2023	\$12,822.71	\$0.00	\$0.00	\$12,823.00
RA-25730	121-43100-941	Versalift	44875	\$189,362.00	\$0.00	\$0.00	\$189,362.00
							\$202,185.00
RA-25660	127-43230-941	Stringfellow Inc	44875	\$360,094.00	\$0.00	\$0.00	\$360,094.00
							\$360,094.00
PO-25861	311-41320-930	Adams Contracting, LLC	10/18/2022	\$2,132,231.75	\$0.00	\$1,714,527.61	\$417,705.00
PO-25874	311-41320-930	Ragan Smith & Associates Inc	11/08/2022	\$168,000.00	\$0.00	\$32,736.55	\$135,264.00
RB-25371	311-41850-923	Barge Design Solutions, Inc	44875	\$125,730.00	\$0.00	\$41,021.52	\$36,434.00

RB-25371	311-41850-923	Barge Design Solutions, Inc	44875	\$125,730.00	\$0.00	\$41,021.52	\$48,275.00
RA-25699	311-41850-936	Morrison Engineering LLC	44875	\$49,122.00	\$0.00	\$0.00	\$49,122.00
PO-25817	311-42210-920	Nuber Architecture LLC	08/19/2022	\$175,350.00	\$0.00	\$0.00	\$78,908.00
RD-24909	311-43100-934	Gresham Smith & Partners	44875	\$268,812.00	\$0.00	\$21,236.80	\$40,088.00
RD-24909	311-43100-934	Gresham Smith & Partners	44875	\$268,812.00	\$0.00	\$21,236.80	\$207,488.00
							\$1,013,284.00
PO-25841	412-52211-941	Cumberland International	09/16/2022	\$113,708.52	\$0.00	\$0.00	\$113,709.00
EO-44	412-52212-269	Cumberland Machine Co Inc	05/03/2023	\$24,376.65	\$0.00	\$0.00	\$24,377.00
EO-46	412-52212-269	Cumberland Machine Co Inc	05/03/2023	\$49,662.52	\$0.00	\$0.00	\$49,663.00
EO-50	412-52212-269	Guthrie Sales & Service Inc	06/06/2023	\$13,018.00	\$0.00	\$0.00	\$13,018.00
EO-54	412-52212-340	Cumberland Machine Co Inc	06/29/2023	\$17,205.00	\$0.00	\$0.00	\$17,205.00
PO-25934	412-52212-340	John Bouchard & Sons Co Inc	01/31/2023	\$19,703.30	\$0.00	\$0.00	\$19,704.00
PO-26015	412-52212-931	J R Wauford & Co Cons Eng, Inc	06/07/2023	\$1,250,000.00	\$0.00	\$31,500.00	\$1,218,500.00
EO-52	412-52213-269	Columbia Machine Works	06/22/2023	\$7,950.00	\$0.00	\$0.00	\$7,950.00
EO-55	412-52213-269	Applied Industrial Technologies	06/29/2023	\$11,416.34	\$0.00	\$0.00	\$11,417.00
PO-26032	412-52213-269	BCV Systems LLC	06/22/2023	\$16,117.00	\$0.00	\$0.00	\$16,117.00
PO-26012	412-52213-921	Judy Construction Company	06/06/2023	\$1,221,000.00	\$0.00	\$180,215.00	\$1,040,785.00
RB-25500	412-52213-930	J R Wauford & Co Cons Eng, Inc		\$1,440,000.00		\$993,000.00	\$447,000.00
BO-1410	412-52215-250	J R Wauford & Co Cons Eng, Inc	01/11/2023	\$80,000.00	\$0.00	\$60,000.00	\$20,000.00
RD-24784	412-52215-930	J R Wauford & Co Cons Eng, Inc	44875	\$100,611.00	\$0.00	\$85,400.00	\$15,211.00
RD-24961	412-52215-930	J R Wauford & Co Cons Eng, Inc	44875	\$8,795.00	\$0.00	\$0.00	\$8,795.00
RB-1327	412-52215-937	SBW Constructors, LLC	44867	\$1,020,667.00	\$0.00	\$806,980.36	\$0.00
							\$3,023,451.00
Grand Total							\$6,358,541.00

FY 2024 Budget Summary - AA#1

10/12/2023						
		SERVICES &		CAPITAL	DEBT	AA#1
Departments	PERSONNEL	SUPPLIES	TRANSFERS	OUTLAY	SERVICE	FY 2024
City Council	\$89,937	\$355,900	\$0	\$0	\$0	\$445,837
Legal Services	\$61,460	\$217,100	\$0	\$0	\$0	\$278,560
Management Info Systems	\$349,433	\$283,629	\$0	\$495,729	\$0	\$1,128,791
City Manager	\$472,107	\$301,888	\$0	\$0	\$0	\$773,995
Finance & City Recorder	\$1,064,515	\$60,398	\$0	\$0	\$0	\$1,124,913
Human Resources	\$253,588	\$30,365	\$0	\$0	\$0	\$283,953
General City Admin	\$1,669,574	\$4,447,855	\$4,738,157	\$2,110,830	\$0	\$12,966,416
Police	\$9,859,324	\$2,178,067	\$0	\$837,294	\$0	\$12,874,685
Fire	\$8,267,603	\$883,513	\$0	\$824,560	\$0	\$9,975,676
Streets & Maintenance	\$3,128,560	\$684,955	\$0	\$2,087,895	\$0	\$5,901,410
Development Services	\$1,963,944	\$439,520	\$0	\$30,000	\$0	\$2,433,464
Parks & Recreation	<u>\$2,249,673</u>	<u>\$617,039</u>	<u>\$0</u>	<u>\$785,048</u>	<u>\$0</u>	<u>\$3,651,760</u>
Total General Fund	\$29,429,717	\$10,500,229	\$4,738,157	\$7,171,356	\$0	\$51,839,459
State Street Aid Fund	\$0	\$1,826,823	\$75,000	\$269,362	\$0	\$2,171,185
N&V Chief's Fund	\$0	\$90,000	\$0	\$0	\$0	\$90,000
Street & Transportation Fund	\$0	\$75,100	\$0	\$0	\$0	\$75,100
Drug Fund	\$0	\$61,053	\$40,000	\$70,000	\$0	\$171,053
Solid Waste (Sanitation) Fund	\$1,785,195	\$2,245,178	\$75,993	\$760,094	\$0	\$4,866,460
Debt Service Fund	\$0	\$0	\$0	\$0	\$1,614,410	\$1,614,410
Capital Projects Fund	\$0	\$0	\$0	\$14,422,143	\$0	\$14,422,143
Wastewater (Sewer) Fund	<u>\$3,726,603</u>	<u>\$5,303,476</u>	<u>\$0</u>	<u>\$12,742,908</u>	<u>\$3,906,934</u>	<u>\$25,679,921</u>
Grand Total	\$34,941,516	\$20,101,860	\$4,929,150	\$35,435,863	\$5,521,344	\$100,929,732



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. 4479 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REVISING THE ARDEN VILLAGE PUD MASTER PLAN AT TAX MAP 51 PARCELS 2 AND 2.05 LOCATED OFF NASHVILLE HIGHWAY AND ARDEN VILLAGE DRIVE AND ESTABLISH THE DATE OF OCTOBER 12, 2023 AS THE DATE OF PUBLIC HEARING - WARD 5

RECOMMENDATION: Approve Ordinance No. 4479 on first consideration and establish October 12, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting to modify the Planned Unit Development Master Plan by altering Building "A" with an additional building story. The building will consist of one commercial floor on the ground with two floors of residential above. The three-story proposal will keep in rhythm with the surrounding structures. The Architectural Design Review Team approved this item at the December 2022 meeting with conditions. The Planning Commission reviewed this request at the August 9, 2023 meeting and recommended approval with a vote of six to zero.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY
REVISING THE ARDEN VILLAGE PUD MASTER PLAN AT TAX MAP 51
PARCELS 2 AND 2.05 LOCATED OFF NASHVILLE HIGHWAY AND ARDEN
VILLAGE DRIVE.**

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 revising the Arden Village PUD Master Plan for property off Nashville Highway and Arden Village Drive, at Tax Map 51 Parcels 2 and 2.05.

Section 2: Said revised Planned Unit Development Master Plan is located in the Third Civil District 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 August, 2023, and after a public hearing held on the 12th day of October, 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 12th day of October, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

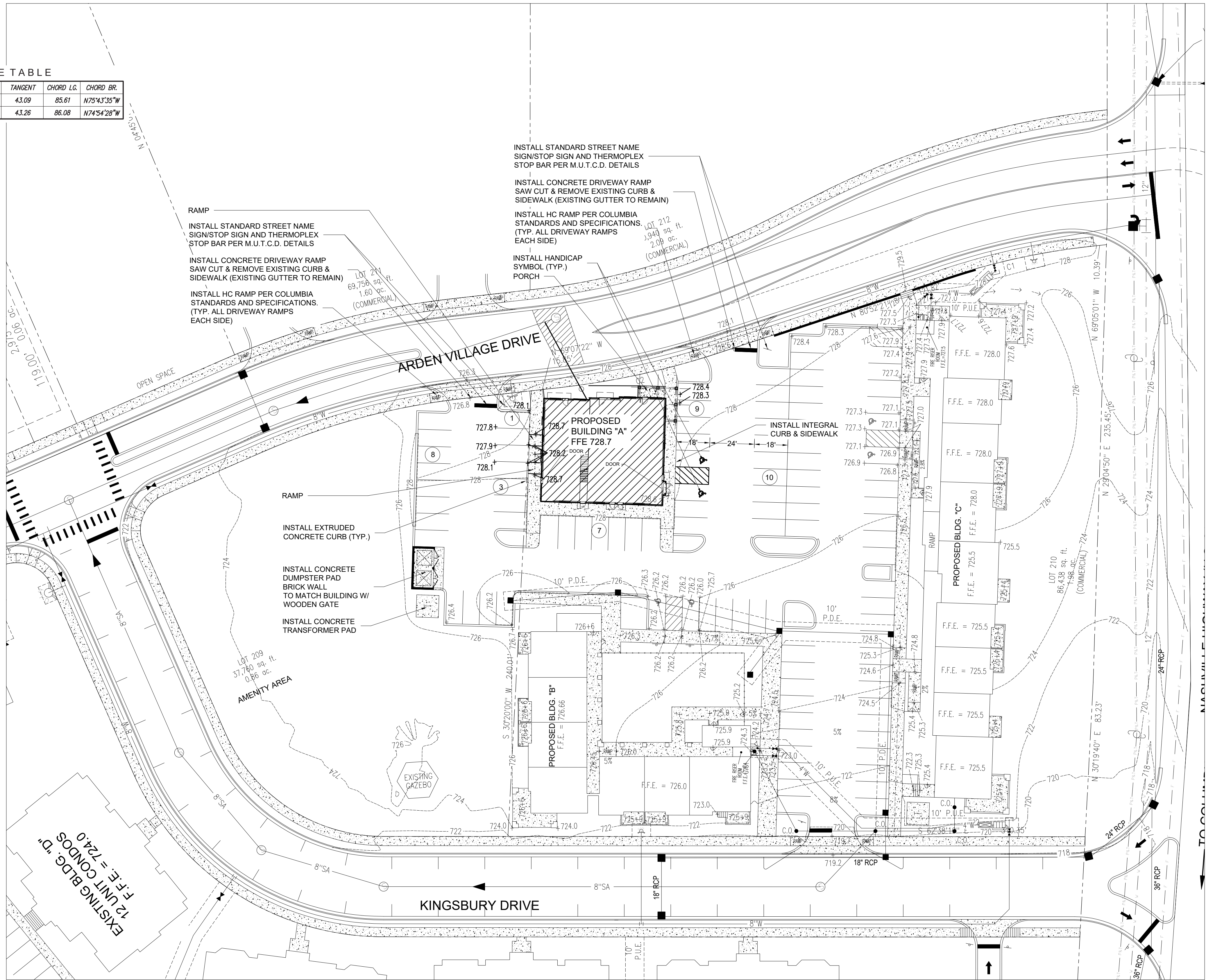
APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____

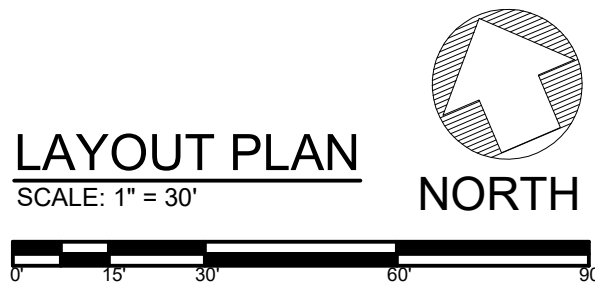
CURVE TABLE						
C #	DELTA	RADIUS	LENGTH	TANGENT	CHORD L.G.	CHORD BR.
C1	1°31'10"	370.00	85.80	43.09	85.61	N75°43'35"W
C2	11°34'11"	427.00	86.22	43.26	86.08	N74°34'28"W



- GENERAL SITE NOTES:
- DIMENSIONS SHOWN ARE TO THE FACE-OF-CURB UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL PLANS FOR EXACT DIMENSIONS AND LOCATIONS OF UTILITY SERVICE ENTRY LOCATIONS, PORCHES, RAMPS, SIDEWALKS, AND PRECISE BUILDING DIMENSIONS.
 - ALL CURB RETURN RADII TO BE A MINIMUM OF 3 FEET UNLESS NOTED OTHERWISE HEREON.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL DEBRIS, MATERIAL AND RUBBISH RESULTING FROM THE PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL PROCEDURES SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
 - THE LOCATION OF ALL PROPERTY LINES AND EXISTING UTILITIES, THE LEGAL DESCRIPTION, TOPOGRAPHIC CONTOURS, AND SPOT ELEVATIONS, AND ALL PHYSICAL FEATURES INCLUDING STRUCTURE LOCATIONS WERE PROVIDED BY: JAMES D. WEBB, PE, RLS 223 EAST JAMES CAMPBELL BOULEVARD COLUMBIA, TN 38401 PHONE: (931) 388-2329 FAX: (931) 381-6106
 - THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES (INCLUDING STORM DRAINAGE PIPES OR STRUCTURES) BEFORE COMMENCEMENT OF CONSTRUCTION.
 - THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION ISSUED BY ASC OF AMERICA, INC., AND THE SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION ISSUED BY THE U.S. DEPARTMENT OF LABOR.
 - CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES AND OBTAIN ALL PERMITS.

SEE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS

- LEGEND
- ASPHALT PAVEMENT
 - CONCRETE SIDEWALK/PAVEMENT
 - INDICATES NUMBER OF PARKING SPACES IN ROW
 - DETAIL "2" ON SHEET "C-4"
 - SSWL 4" SINGLE SOLID WHITE LINE



PARKING SUMMARY

- 94 PARKING SPACES
- 6 HANDICAP SPACES
- 100 TOTAL PARKING SPACES
- 96 REQUIRED PARKING SPACES

PARKING REQUIREMENTS

APARTMENT = 1.5 SPACE PER APARTMENT

(1.5 x 54 APARTMENTS) = 81 PARKING SPACES

3,649 S.F. OFFICE/RETAIL 1 SPACE/250 S.F. 15 SPACES

FUTURE RESERVED PARKING SPACES

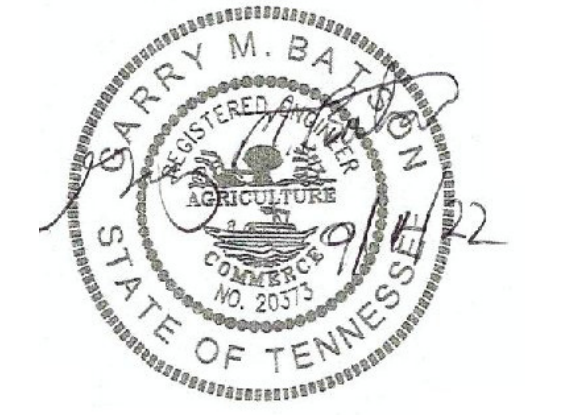
MAX. 4 PARKING SPACES

BA

BATSON & ASSOCIATES

Civil Engineering Consultants

401 HOLLOW SPRINGS DRIVE
BRENTWOOD, TENNESSEE 37027
(615) 424-4840 ● FAX (615) 370-9363
batsonengineering@comcast.net



ARDEN VILLAGE
BUILDING A
PHASE 2
LOTS 209 & 210
COLUMBIA, TN

DESCRIPTION	DATE

PROJECT NO. _____

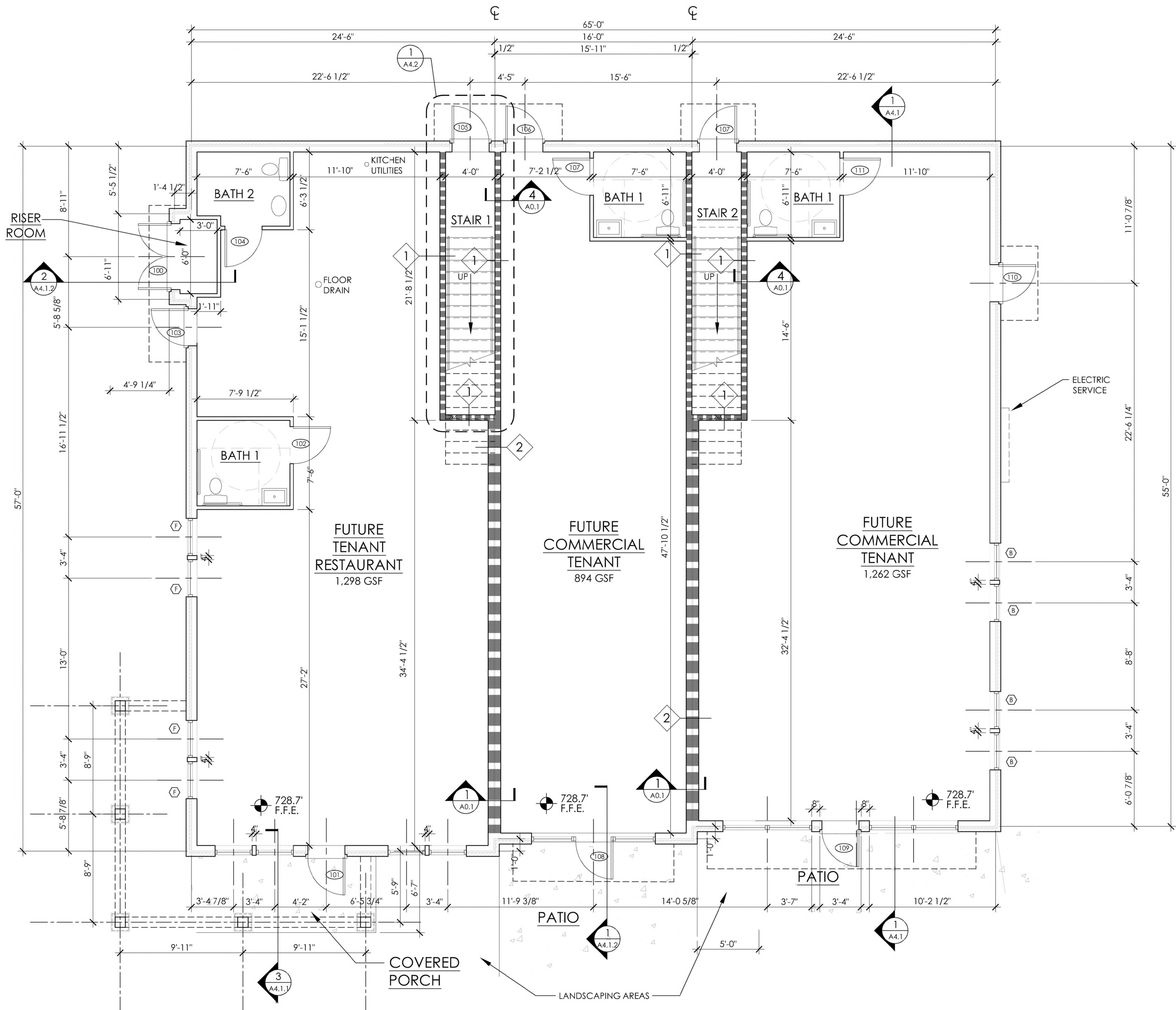
DATE _____

DRAWN BY: BH

CHECKED BY: _____

LAYOUT
PLAN

C-1



FRAMING & PLAN NOTES

1. DIMENSIONS TO OUTSIDE FACE OF CMU.
2. ALIGN CMU OR CONC. SLAB EDGE WITH OUTSIDE FACE OF STUD.
3. ALL INTERIOR WALL STUDS ARE 3 1/2" UNLESS OTHERWISE NOTED.
4. ELEVATIONS SHOWN IN ARCHITECTURAL ARE RELATIVE TO MEAN SEA LEVEL ELEVATION 0'-0". ACTUAL BUILDING ELEVATION ABOVE MEAN SEA LEVEL VARIES - REFER TO CIVIL DRAWINGS FOR ACTUAL BUILDING ELEVATION LEVELS, TYP.
5. REFER TO STRUCTURAL SLAB / FOUNDATION PLAN FOR CLARIFICATION OF SLAB AND CURB DIMENSIONS.
6. ORIENTATION OF THE BUILDING PLAN ILLUSTRATED MAY BE DIFFERENT THAN THE ORIENTATION OF THE CONSULTANT PLANS, NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
7. ALL MECHANICAL, ELECTRICAL, PLUMBING, SECURITY, UTILITY, CABLE TV, AND TELEPHONE EQUIPMENT SHALL BE INSTALLED SO AS NOT TO BE IN CONFLICT WITH ANY WINDOW OR DOOR, TYP. CENTER ELEC FIXTURES IN SPACES OR AS SHOWN ON ARCHITECTURAL PLANS.
8. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING AT ALL SIDEWALKS, PATIOS, AND PORCHES.
9. SEE STRUCTURAL DRAWINGS FOR FOUNDATION PLAN & DETAILS.

WALL LEGEND

- NEW WALL
- 1 HR. RATED WALLS
- BRICK VENEER

SEE SHEET A0.1 FOR WALL TYPES & DETAILS.

ACCESSIBILITY LEGEND - UNIT TYPE A

- 5'-7" diameter clear turning
- CLEAR FLOOR SPACE
- TURNING SPACE T-SHAPE
- DOOR MANEUVERING CLEARANCES

Purser White
architecture

2819 Columbine Place, Ste 5
Nashville, Tennessee 37204
terry@purserwhitearch.com
www.purserwhitearch.com
629.202.4170

Regent HOMES

7376 ALTHORP WAY
NASHVILLE, TN 37211

In the interest of continuous improvement, Regent Homes reserves the right to make modification in floor plans, exterior designs, architectural details, materials and specifications at any time without prior notice. All features, designs, and prices are subject to change without prior notice. Room dimensions are approximate and floor plans may vary with selected elevations. Please Consult working drawings for actual dimensions and information. © 2003 Regent Homes LLC.

Arden Apartments II
STACKED FLATS "BLDG A/3"
LOTS 209 & 210
2401 ARDEN VILLAGE DRIVE
COLUMBIA, TN 38401

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NO.	REVISION/ISSUE	DATE
△	DESIGN REVIEW	05.03.2023
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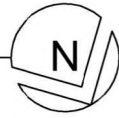
FIRST FLOOR PLAN

A2.1

FIRST FLOOR PLAN

SCALE: 3/16" = 1'-0"

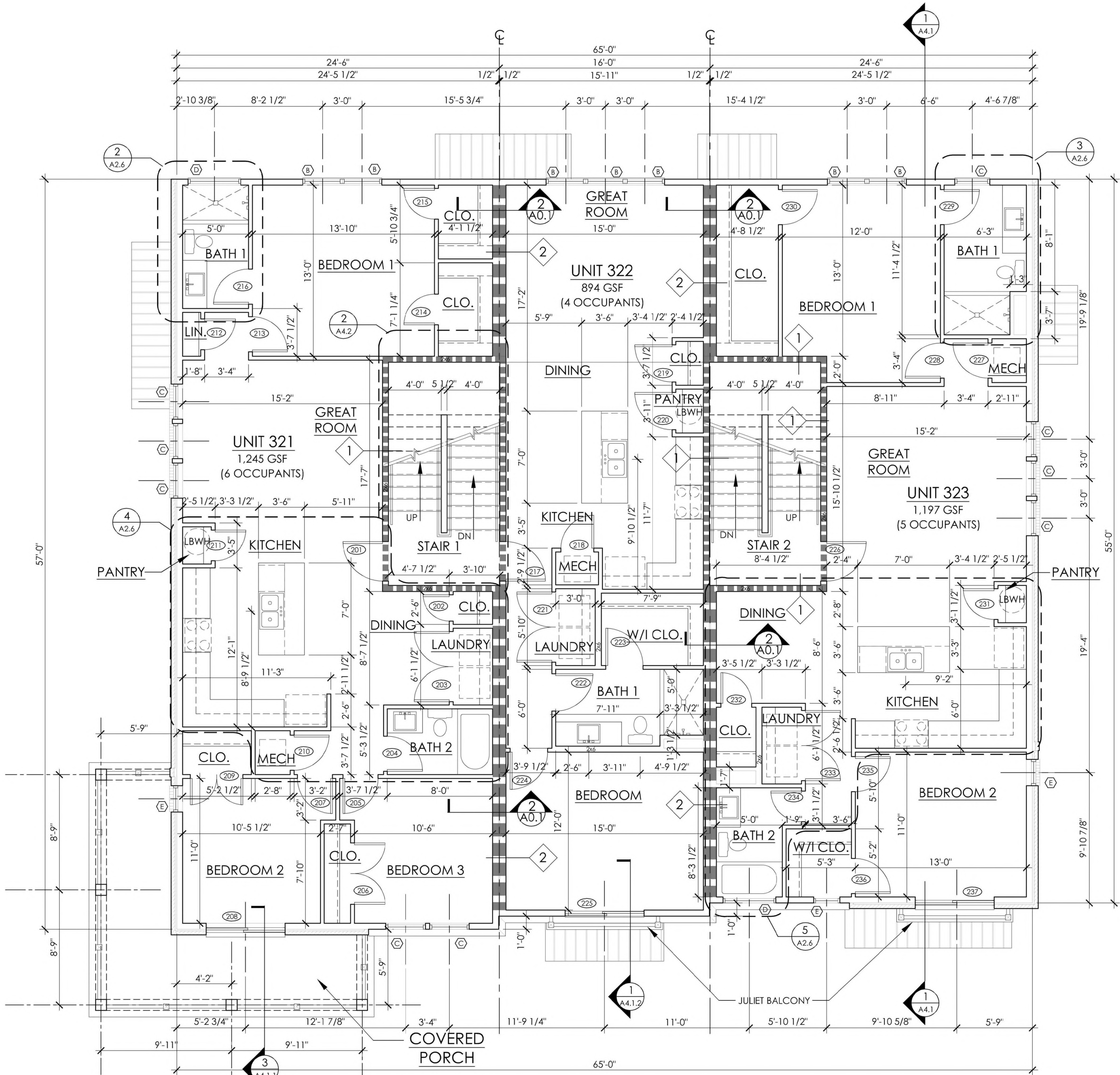
3,649 GSF (10,929 GSF BUILDING)



FRAMING & PLAN NOTES

1. DIMENSIONS TO OUTSIDE FACE OF CMU.
2. ALIGN CMU OR CONC. SLAB EDGE WITH OUTSIDE FACE OF STUD.
3. ALL INTERIOR WALL STUDS ARE 3 1/2" UNLESS OTHERWISE NOTED.
4. ELEVATIONS SHOWN IN ARCHITECTURAL ARE RELATIVE TO MEAN SEA LEVEL ELEVATION 0'-0". ACTUAL BUILDING ELEVATION ABOVE MEAN SEA LEVEL VARIES - REFER TO CIVIL DRAWINGS FOR ACTUAL BUILDING ELEVATION LEVELS, TYP.
5. REFER TO STRUCTURAL SLAB / FOUNDATION PLAN FOR CLARIFICATION OF SLAB AND CURB DIMENSIONS.
6. ORIENTATION OF THE BUILDING PLAN ILLUSTRATED MAY BE DIFFERENT THAN THE ORIENTATION OF THE CONSULTANT PLANS, NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
7. ALL MECHANICAL, ELECTRICAL, PLUMBING, SECURITY, UTILITY, CABLE TV, AND TELEPHONE EQUIPMENT SHALL BE INSTALLED SO AS NOT TO BE IN CONFLICT WITH ANY WINDOW OR DOOR, TYP. CENTER ELEC FIXTURES IN SPACES OR AS SHOWN ON ARCHITECTURAL PLANS.
8. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING AT ALL SIDEWALKS, PATIOS, AND PORCHES.
9. SEE STRUCTURAL DRAWINGS FOR FOUNDATION PLAN & DETAILS.

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SECOND FLOOR PLAN 3,640 GSF (10,929 GSF BUILDING)

SCALE: 3/16" = 1'-0"

FRAMING & PLAN NOTES

1. DIMENSIONS TO OUTSIDE FACE OF CMU.
2. ALIGN CMU OR CONC. SLAB EDGE WITH OUTSIDE FACE OF STUD.
3. ALL INTERIOR WALL STUDS ARE 3 1/2" UNLESS OTHERWISE NOTED.
4. ELEVATIONS SHOWN IN ARCHITECTURAL ARE RELATIVE TO MEAN SEA LEVEL ELEVATION 0'-0". ACTUAL BUILDING ELEVATION ABOVE MEAN SEA LEVEL VARIES - REFER TO CIVIL DRAWINGS FOR ACTUAL BUILDING ELEVATION LEVELS, TYP.
5. REFER TO STRUCTURAL SLAB / FOUNDATION PLAN FOR CLARIFICATION OF SLAB AND CURB DIMENSIONS.
6. ORIENTATION OF THE BUILDING PLAN ILLUSTRATED MAY BE DIFFERENT THAN THE ORIENTATION OF THE CONSULTANT PLANS, NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
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8. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING AT ALL SIDEWALKS, PATIOS, AND PORCHES.
9. SEE STRUCTURAL DRAWINGS FOR FOUNDATION PLAN & DETAILS.

Arden Apartments II

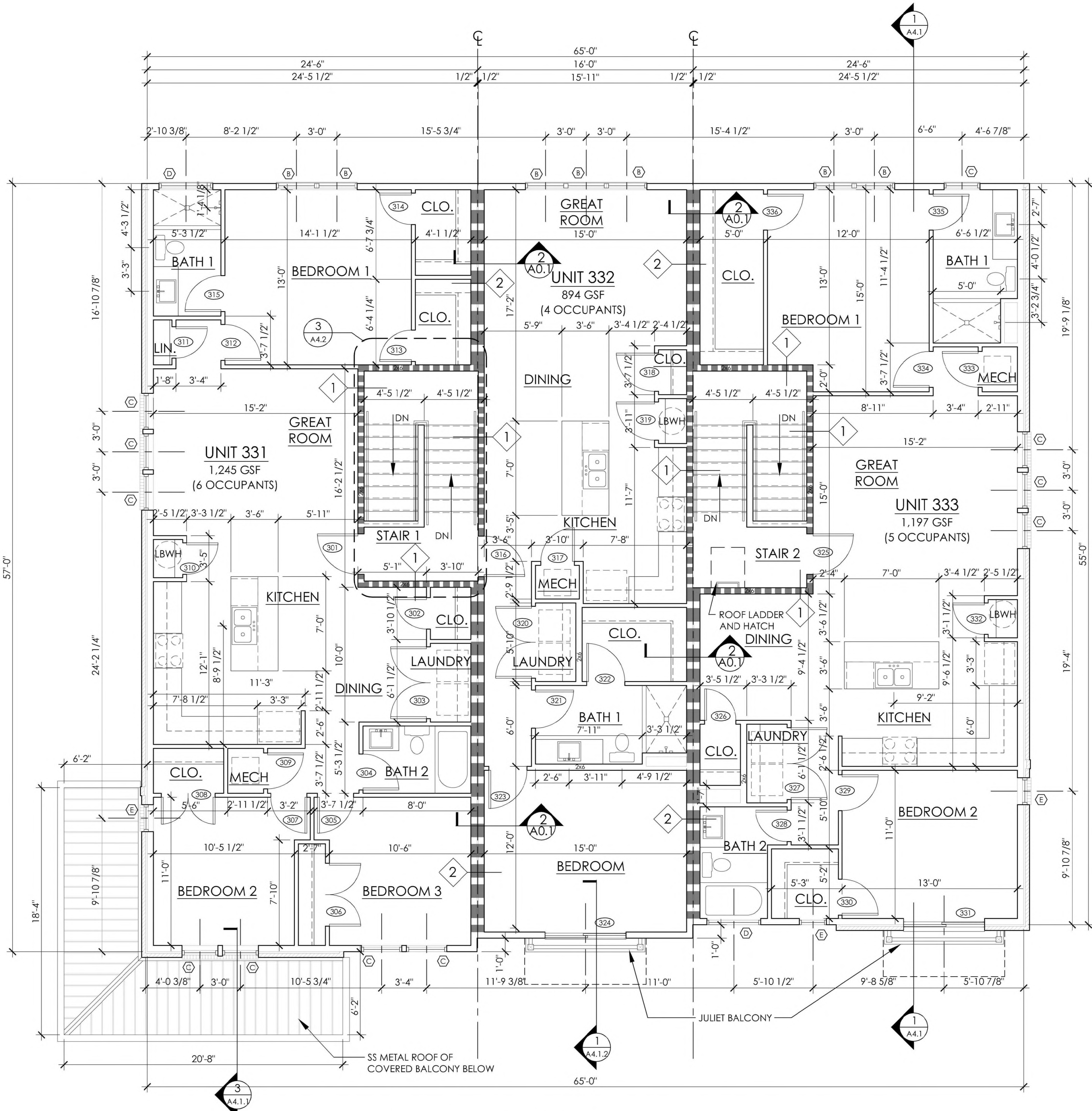
STACKED FLATS "BLDG A/3"
LOTS 209 & 210

2401 ARDEN VILLAGE DRIVE
COLUMBIA, TN 38401

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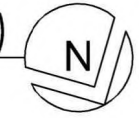
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THIRD FLOOR PLAN



THIRD FLOOR PLAN 3,640 GSF (10,929 GSF BUILDING)

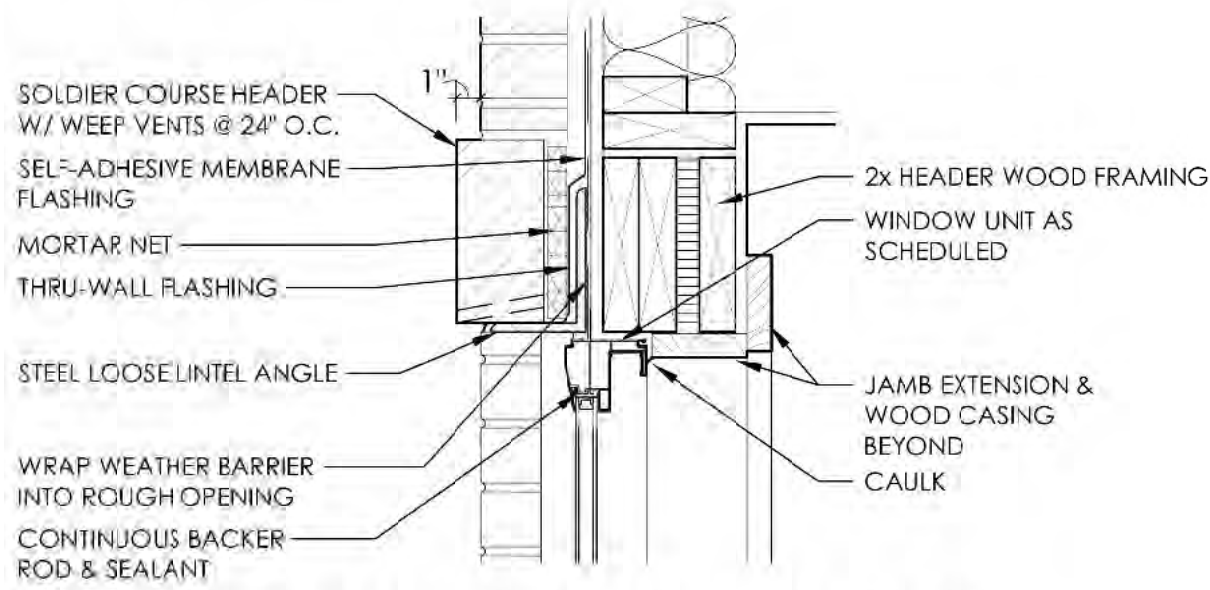
SCALE: 3/16" = 1'-0"



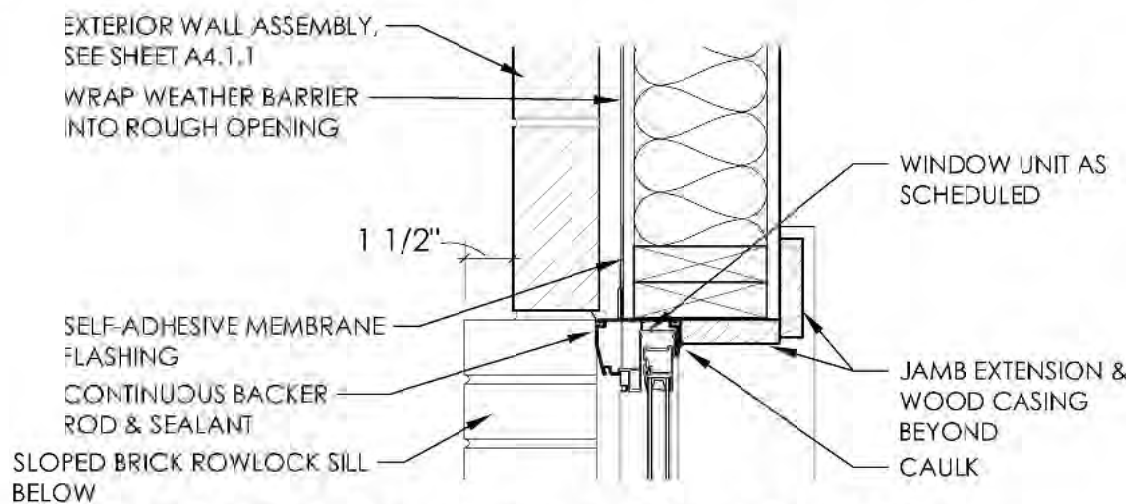
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ROOF PLAN NOTES

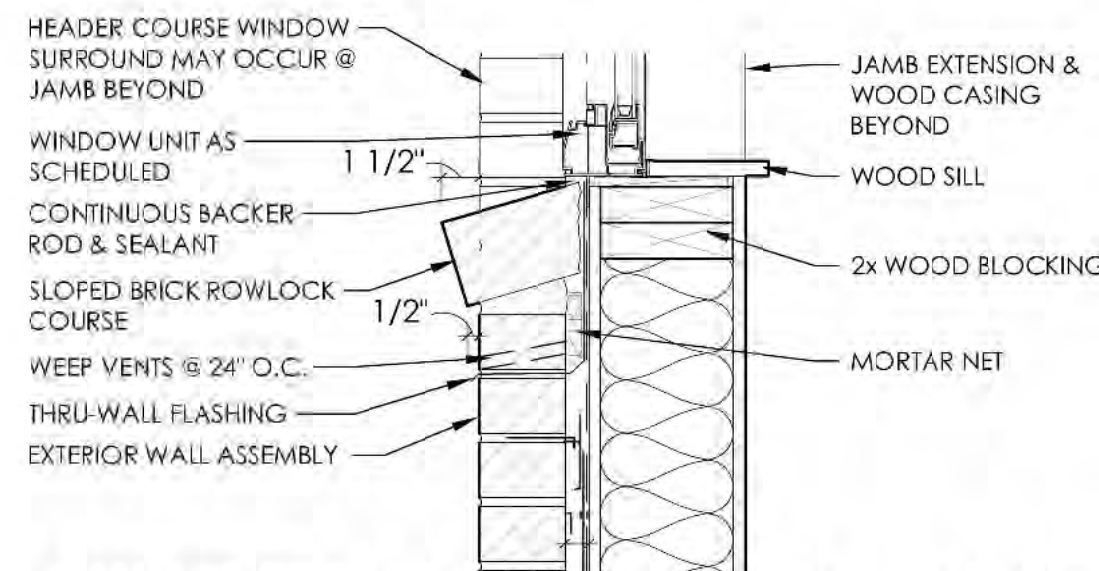
1. ROOF STRUCTURAL SYSTEM TO BE PRE-ENGINEERED TRUSSES @ 24' O.C., UNLESS OTHERWISE NOTED.
2. ROOF DESIGNED FOR 20 P.S.F. SNOW LOAD MINIMUM (CONFIRM W/ STRUCTURAL ENGINEER).
3. PROVIDE & INSTALL TPO ROOFING IN ACCORDANCE WITH THE MINIMUM IRC REQUIREMENTS OF SECTION R905.13 & PER MANUFACTURERS SPECIFICATIONS. REFER TO WALL SECTIONS FOR ADDITIONAL INFORMATION.
4. BALCONIES, LANDINGS, AND SIMILAR SURFACES EXPOSED TO WEATHER SHALL BE WATERPROOFED AND SLOPED A MINIMUM OF 1/4" PER FOOT (2%) FOR DRAINAGE.
5. ROOF SYSTEM TO BE INSTALLED PER MANUFACTURER'S INSTALLATION INSTRUCTIONS INCLUDING PERFORMANCE REQUIREMENTS AT WIND UPLIFT RESISTANCE COMPLYING WITH UL 580 FOR WIND UPLIFT RESISTANCE CLASS I-90.
6. COORDINATE LOCATION OF ALL GUTTERS WITH ARCHITECT.
7. ALL VENTS THRU ROOF TO MATCH ROOF COLOR/FINISH.
8. ALL ROOF AND PARAPET HEIGHTS ARE RELATIVE TO THE ELEVATIONS BENCHMARKS PROVIDED ON THE FLOOR PLANS AND ELEVATIONS.



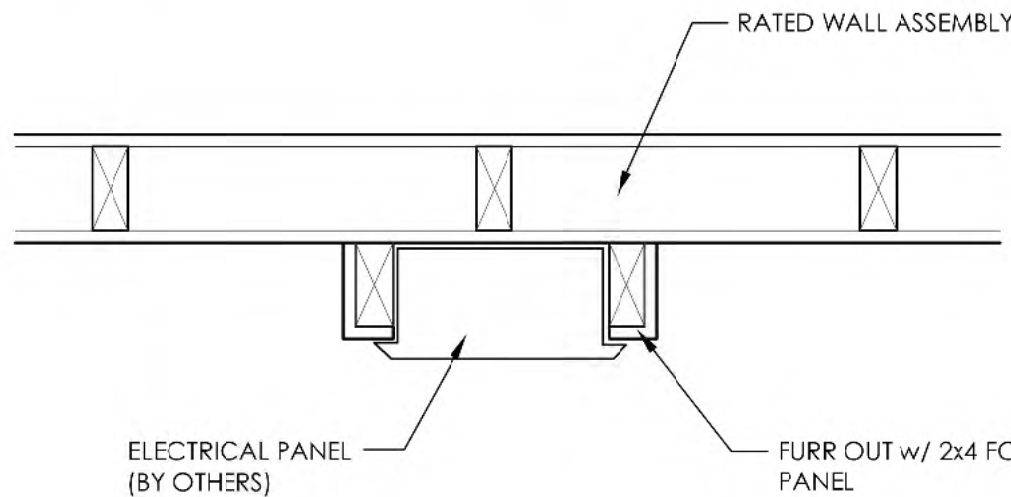
3 WINDOW HEADER DETAIL
SCALE: 1 1/2" = 1'-0"



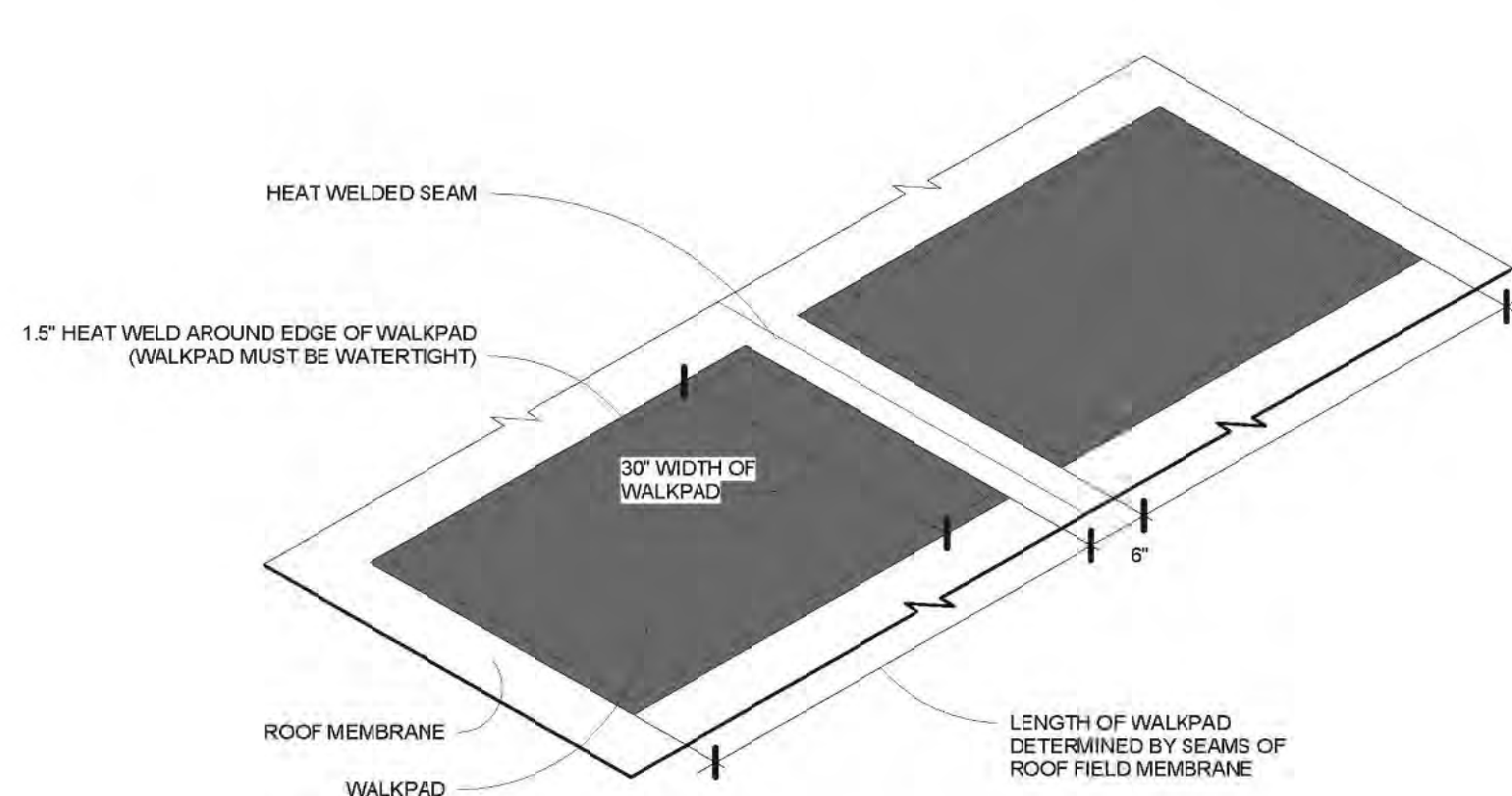
2 WINDOW JAMB DETAIL
SCALE: 1 1/2" = 1'-0"



1 WINDOW SILL DETAIL - BRICK
SCALE: 1 1/2" = 1'-0"



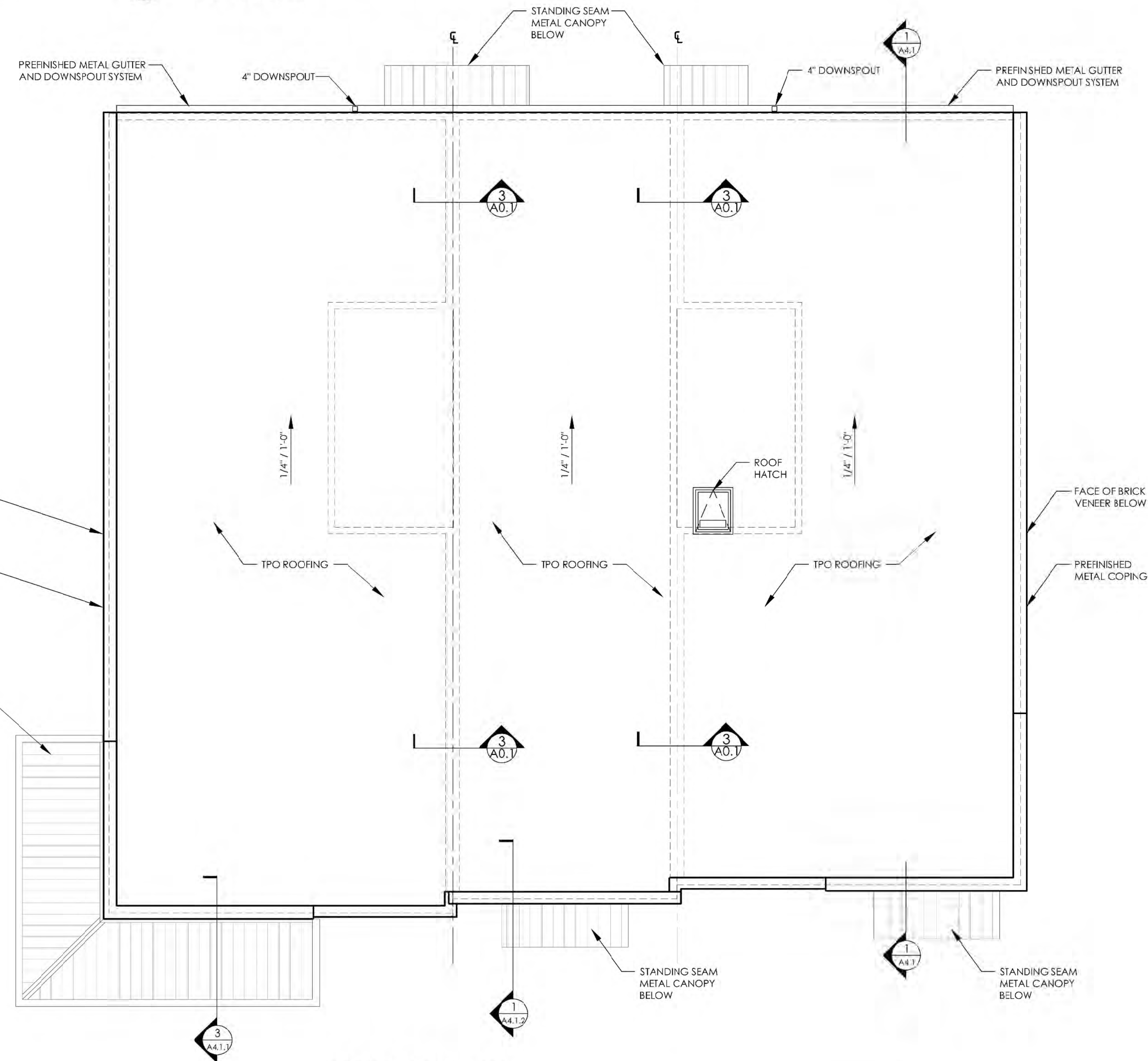
4 ELECTRICAL PANEL MOUNTING
@ RATED WALL DETAIL
SCALE: 1 1/2" = 1'-0"



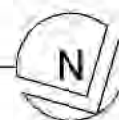
NOTES:

1. WALKPADS MUST BE ALLOWED TO RELAX IN THE SUN FOR 30 MINUTES PRIOR TO INSTALLATION.
2. THE WALKPADS MUST NOT BE INSTALLED OVER FIELD SEAMS AND FASTENER ROWS AND MUST BE GAPPED FROM THESE AREAS A MINIMUM OF 6".
3. FOR INSTALLATION OF FIELD TPO, REFER TO MANUFACTURER'S INSTALLATION DRAWINGS AND INSTRUCTIONS.

5 WALKPAD DETAIL
NOT TO SCALE



ROOF PLAN
SCALE: 3/16" = 1'-0"





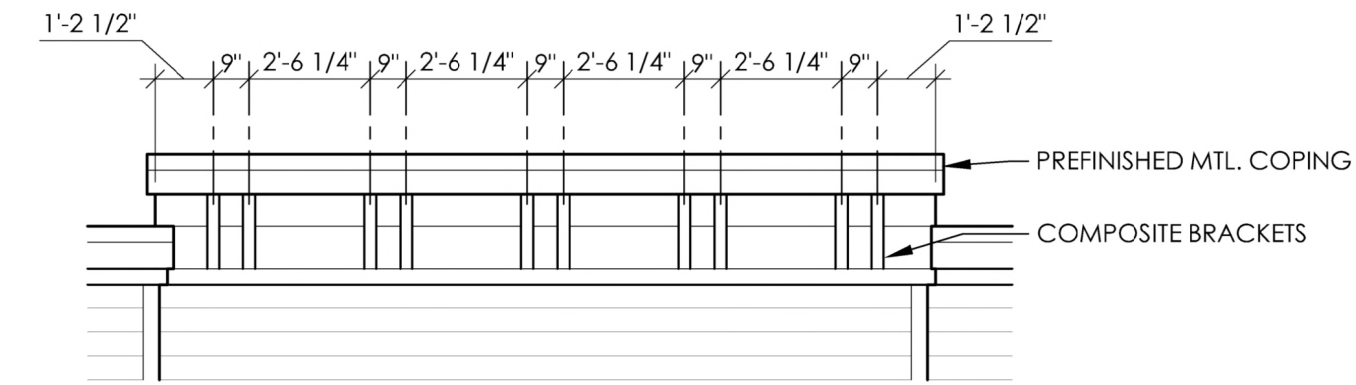
1 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



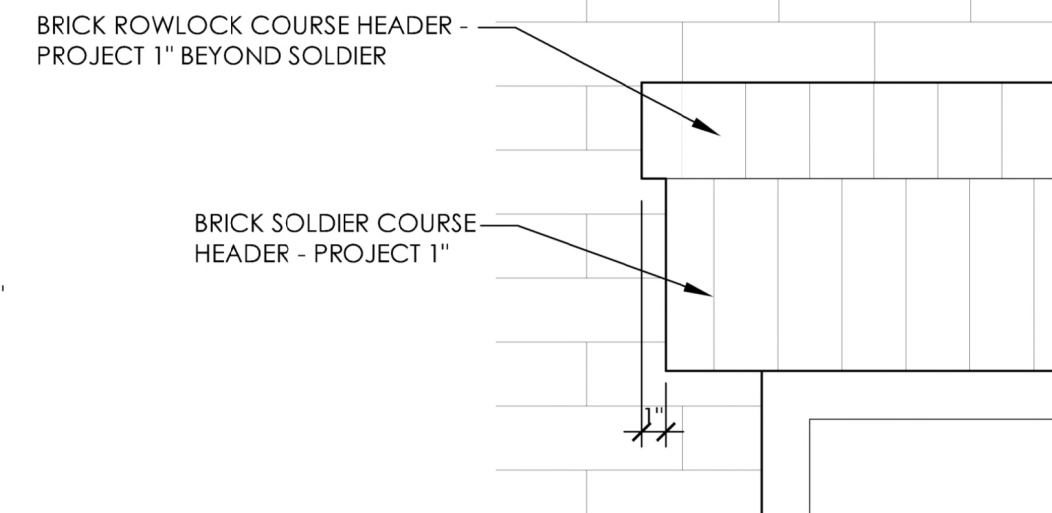
2 EAST ELEVATION
SCALE: 3/16" = 1'-0"

ELEVATION NOTES

1. ALL EXTERIOR FINISH MATERIALS TO RETURN TO AN INSIDE CORNER UNLESS OTHERWISE NOTED.
2. ALL EXTERIOR TRIM TO MATCH ADJACENT MATERIALS COLOR UNLESS OTHERWISE NOTED.
3. ALL EXTERIOR PENETRATIONS, SUCH AS VENT COVERS, LOCATIONS TO BE FINALIZED W/ ARCHITECT AND ENGINEERS. ALL PENETRATIONS AND SUBSEQUENT TRIMS TO MATCH FIELD UNLESS OTHERWISE NOTED OR CONFIRMED W/ ARCHITECT.

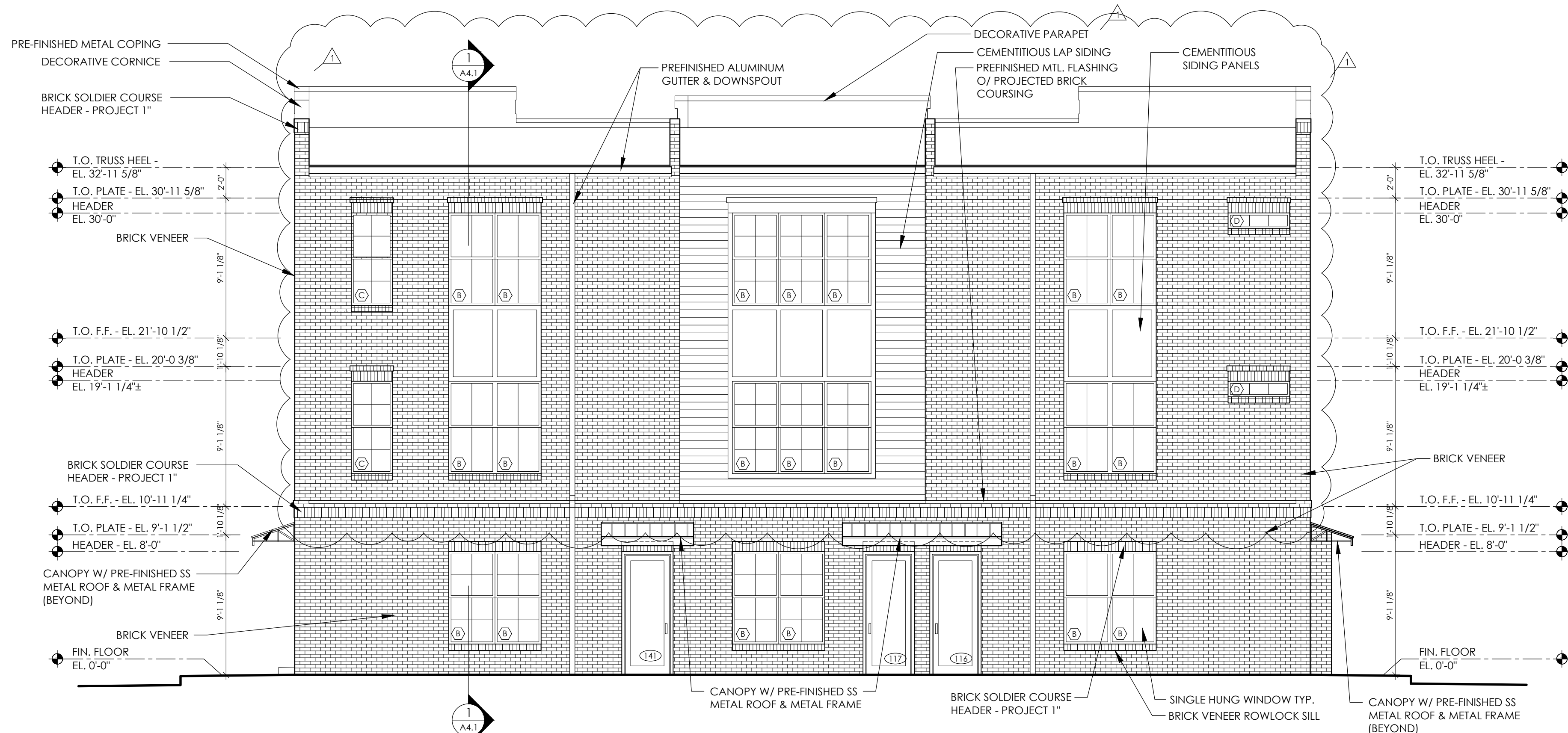


3 CORNICE DETAIL
SCALE: 1/4" = 1'-0"

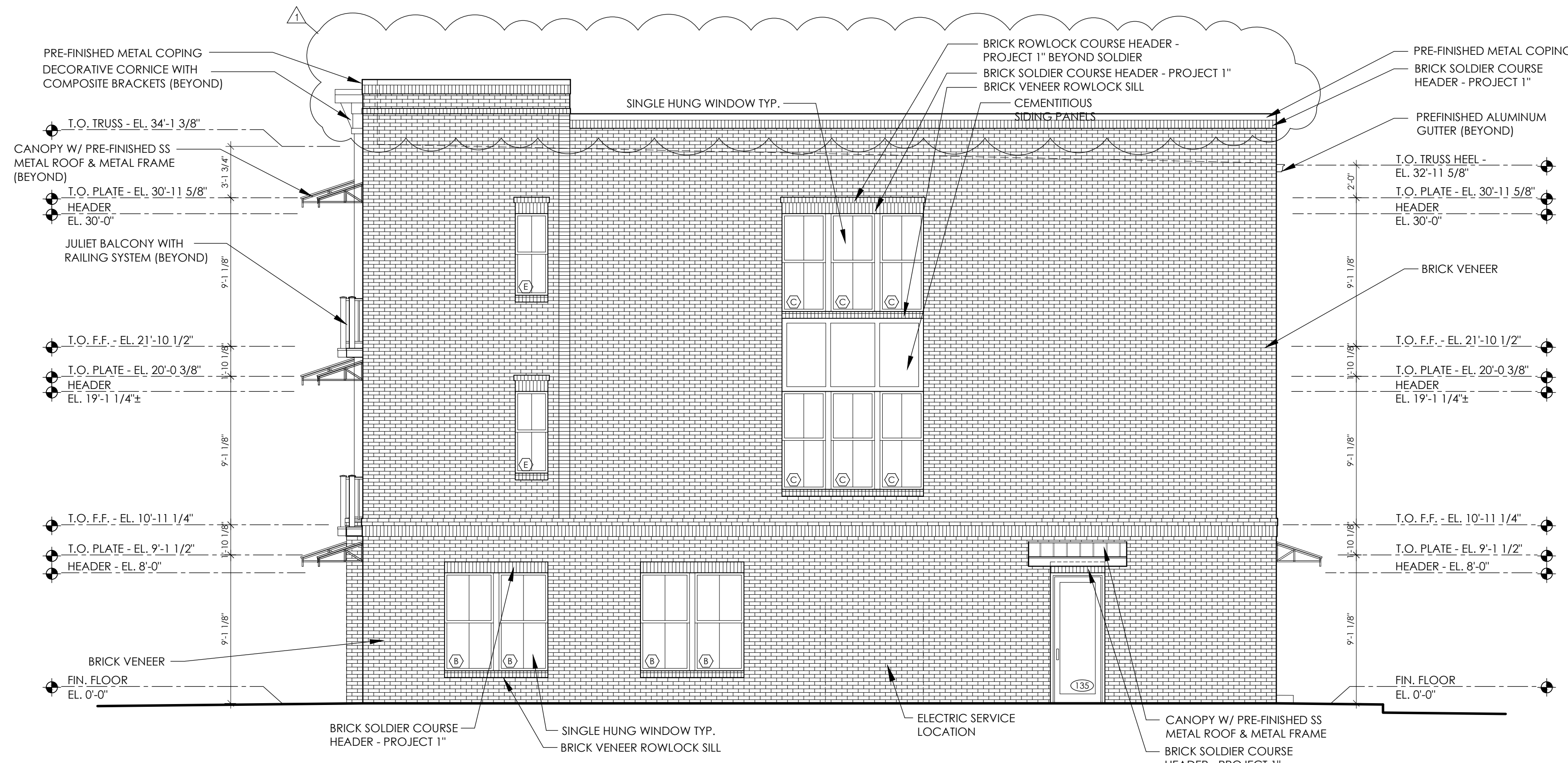


4 WINDOW HEADER DETAIL
SCALE: 1-1/2" = 1'-0"

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1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



2 WEST ELEVATION
SCALE: 3/16" = 1'-0"

ELEVATION NOTES

1. ALL EXTERIOR FINISH MATERIALS TO RETURN TO AN INSIDE CORNER UNLESS OTHERWISE NOTED.
2. ALL EXTERIOR TRIM TO MATCH ADJACENT MATERIALS COLOR UNLESS OTHERWISE NOTED.
3. ALL EXTERIOR PENETRATIONS, SUCH AS VENT COVERS, LOCATIONS TO BE FINALIZED W/ ARCHITECT AND ENGINEERS. ALL PENETRATIONS AND SUBSEQUENT TRIMS TO MATCH FIELD UNLESS OTHERWISE NOTED OR CONFIRMED W/ ARCHITECT.



2819 Columbine Place
Nashville, Tennessee 37204
email: terry@LWarch.com
www.LWarch.com
330.322.3406



Regent HOMES
7376 ALTHORP WAY
NASHVILLE, TN 37211

In the interest of continuous improvement, Regent Homes reserves the right to make modification in floor plans, exterior designs, architectural details, materials and specifications at any time without prior notice. All features, designs, and prices are subject to change without prior notice. Room dimensions are approximate and floor plans may vary with selected elevations. Please Consult working drawings for actual dimensions and information. © 2003 Regent Homes LLC.

Arden Apartments II
STACKED FLATS "BLDG A/3"
LOTS 209 & 210
2401 ARDEN VILLAGE DRIVE
COLUMBIA, TN 38401

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△ CHECK SET	07.22.2022
△ CHECK SET	08.08.2022
△ CONSTR DOCS	09.21.2022
△ REVISION 1 (PARAPETS)	
△	
△	
△	
△	

BUILDING ELEVATIONS

09.21.2022

A3.2



Revisions have been made since the original ARC submittal. Please refer to design review set for correct elevations.

Arden Village Commercial

Project #:	23-0244	Location:	Tax Map 51 Parcel 2.0
Applicant:	David McGowan III	Case Type(s):	PUD Revision
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Mixed-Use

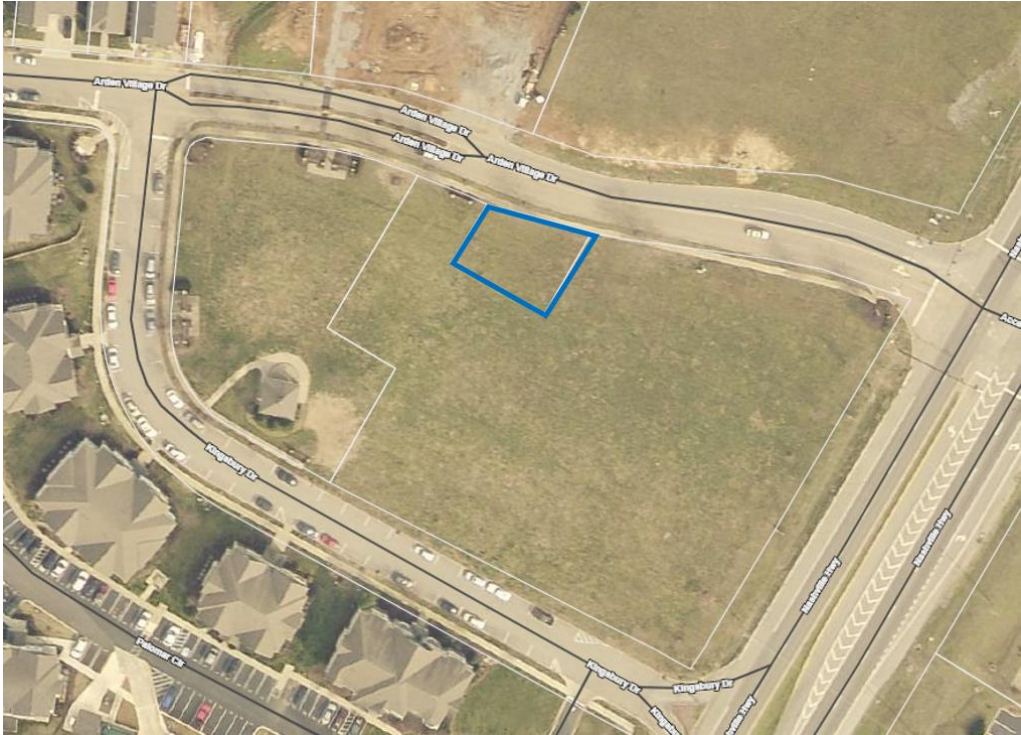
PROJECT SUMMARY

The applicant requests approval of a modified Planned Unit Development Master Plan. Specifically, the applicant proposes to modify the mix of uses. The subject property is part of a larger primarily residential development. The Master Plan calls for a two-story building with retail and office space. The applicant now proposes to construct a three-story mixed use structure featuring retail spaces on the ground floor and a total of six residential units on the upper two stories.

- The property is subject to a PUD Master Plan based on the CEG-PUD standards of the previous Zoning Ordinance. The applicant is requesting to revise the Master Plan.
- The applicant proposed a similar revision in 2022; the Planning Commission recommended denial.
- The current Master Plan was approved under Ordinance 3638, in effect between 2006 and 2022. The approvals created a vested right to develop under the standards in effect at the time.
- The Planning Commission is a **recommending body** for modifications to a PUD Master Plan which result in an increase in the number of dwelling units.
- Action on this request is a land use policy decision by Planning Commission and City Council. The Planning Commission recommended denial of the applicant's previous request to change the mix of uses in the Master Plan. At that time, the Planning Commission identified a preference to retain commercial land uses in the area. The applicant proposes that residential units and enhanced retail space are consistent with the intent of the Master Plan.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

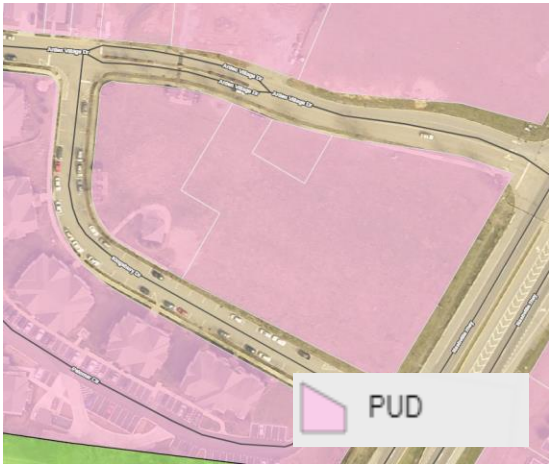
SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
Other PUD (CEG)	In Development	Vacant	+/- 0.11



FUTURE LAND USE MAP

ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Suburban Corridor	Other PUD (CEG) ¹	Vacant
North	Suburban Corridor	Other PUD (CEG)	Vacant/Live-Work
South	Suburban Corridor	Other PUD (CEG)	Multifamily
East	Suburban Corridor	Other PUD (CEG)	Multifamily
West	Suburban Neighborhood	Other PUD (CEG)	Multifamily

The subject site is part of the larger mostly residential Planned Unit Development. The current two-story commercial building was approved in December 2020.

CONSISTENCY WITH CONNECT COLUMBIA

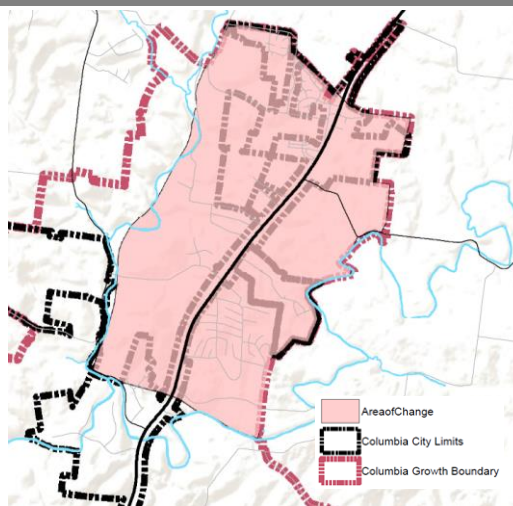
Suburban Corridor: The future land use of the subject site is Suburban Corridor. The Character Area is characterized by a mix of residential and commercial uses with intermixed and compatible civic uses. The Future Land Use Plan indicates that “the general development pattern is largely site specific” (Connect Columbia, p. 26). The specific character of the Corridor relies on the Area of Change determination. Development can take the form of single- and multi-use activity on a variety of lot sizes, depending on the surrounding development pattern (Connect Columbia, p. 26). The Character Area Matrix from page twenty-six of the Future Land Use Plan (excerpted below) is a guide to approving requests for zoning map amendments and Planned Unit Developments. The future land use classification is implemented by the CD-4C character district and PUDs.

¹ PUD designations authorized under Ordinance 3638 and previous ordinance are identified in ordinance 4400 as “Other PUDs” subject to their applicable master plans. These standards remain in effect until the PUDs are revised under the current standards. Some have no effective master plan, meaning they will eventually develop under PUD-MU standards. Others are regulated by their respective Master Plan approvals.

CHARACTER AREA MATRIX				
	Development Pattern	Zoning Category and Uses	Infrastructure	Design Standard
SUBURBAN CORRIDOR	Is the property in an Area of Change?	Residential Uses: Low Density Residential, Medium High Residential, and High Residential Districts	Not in an Area of Change: Limited new services, with mostly in-fill enhancements to existing infrastructure.	<u>Scale:</u> Buildings should be compatible with the established character of the area.
	No: The development pattern is established. Changes to overall character of the area should rarely occur. Yes: The development pattern is evolving. Changes to area are likely as development occurs. New development should blend with existing, surrounding neighborhood assets.	Public and Civic Uses: Religious, Day Care, Government, Medical, and Educational Commercial Uses: Hotels, Recreational, Restaurants, Retail, Personal Services, Self-Service Storage, Vehicle Sales and Service, and Wholesale Trade Office Uses: All office uses	Within an Area of Change: Extensions to transportation, water, sewer, and other services should be expected. New service or extensive redevelopment of existing services should be vetted and reviewed by Planning Commission and City Council as a primary element of approval.	<u>Architecture:</u> New developments should include a mix of architectural styles. Buildings should include quality materials with architectural details and features. <u>Parking:</u> Parking should be contingent on the location of the site along the transect, becoming more subordinate to buildings as urbanity increases.

AREA OF CHANGE

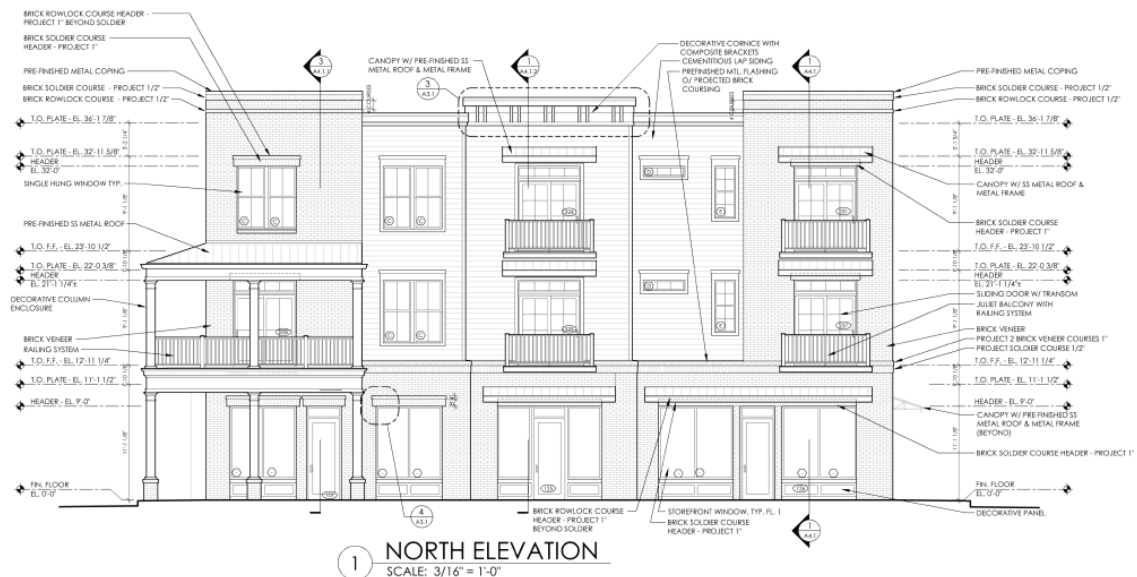
The subject site is located in an Area of Change (Connect Columbia Map 3). In 2017 the Planning Commission determined that the development pattern in the area was evolving. Changes to the area are likely, but new development should blend with existing neighborhood assets. The designation does not necessarily mean that any particular development proposal is consistent with Connect Columbia. It does mean that the Planning Commission has previously determined that in this area, the development character is not fixed and change is expected over time (Connect Columbia p. 14).



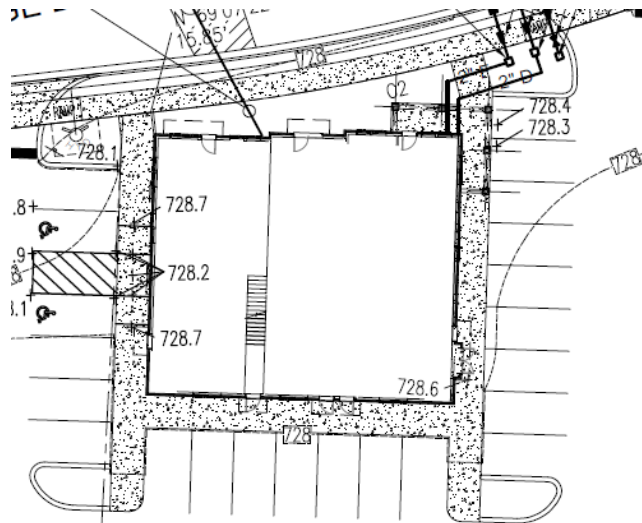
CONFORMITY WITH ZONING ORDINANCE

The change of use is the primary deviation from the previously approved Master Plan. The proposal generally conforms to the bulk and design standards of the Master Plan and the applicable ordinance (3638).

- The Architectural Design Review Team previously recommended approval of proposed elevations. The façade materials consist of fiber cement board with a brick base. The design includes decorative cornice.
- The proposed revisions increase the overall height of the building from two stories to three stories and increases the ground floor ceiling height.
- The placement of the building has not changed



The Design Review Team Recommended Approval of the Façade Design Above



The Utility Plan provided by the Applicant indicates the Placement and Footprint of the Building

REVIEW PROCESS

The Development Review Committee reviewed the proposed Preliminary Plat at its JULY 2023 meeting, as directed by § 8.3.7 of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized above.

As required by § 8.5.4 of the Zoning Ordinance, staff posted signs on the subject property, mailed letters to adjacent property owners, and published notice of the Planning Commission's meeting in newspapers of general circulation.

Section 8.5.21.2 of the Zoning Ordinance authorizes the Planning Commission to recommend approval of modifications to a Final PUD Master Plan during the period of actual Development.² Changes which result in "any increase in the number of dwelling units" must go on to City Council for approval (p.465-466).

The criteria for review are listed at § 8.5.21.2.4 (p. 466):

- a. The modification shall be limited to the minimum necessary;

² Section 9.3 of the Zoning Ordinance defines "Development" includes "making or planning for [hu]man-made changes to land" (p. 490). Although no "Actual Construction" has commenced, the applicant's ongoing activities are within the meaning of the term Development. The Planning Commission may approve minor revisions to a Master Plan during development without additional approval by City Council. The Zoning Administrator may not authorize changes administrative adjustments until after the development is complete.



- b. Strict application of the provisions of the approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan would result in practical difficulties or unnecessary hardship;
- c. There are exceptional or extraordinary circumstances or conditions applying to the land, Buildings, Structures or Uses referred to in the request for modification, which circumstances or conditions do not apply generally to other land, Buildings, Structures or uses in the same type of PUD District;
- d. The requested modification will not be detrimental to the public welfare or injurious to property or improvements in the neighborhood of the premises;
- e. Under the circumstances of the particular case, the requested modification will not adversely affect the health or safety of persons working or residing in the neighborhood of the premises;
- f. The requested modification is consistent the intent and purpose of this Ordinance, the Comprehensive Plan, and the approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan and will not adversely affect the community objectives of the Comprehensive Plan; and
- g. The requested modification will not result in any reduction of required Buffer areas or other specific open spaces required by this Ordinance and will not vary any District or Development standard applicable to the PUD under this Ordinance.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its July 2023 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** requested that the applicant clarify what has changed since the previous request to modify the Master Plan.
- **Public Works** advised the applicant of standards for public trash pickup.
- Columbia Power (**CPWS**) noted that supply chain concerns could affect the timing of any development. This is a standard comment from the utility.
- The **Office of the Fire Marshal** noted that the building will require sprinklers.
- Columbia Water System's (**CPWS**) consultant (Inflow) confirmed that water available to serve the site for general needs and fire protection. The water availability letter will expire in October 2023.
- **Maury County Schools** noted that the site is currently in the attendance zones of Spring Hill Elementary, Spring Hill Middle, and Spring Hill High School. New

construction or realignment of school attendance zones may be necessary to accommodate new students. This is a standard comment from the school system.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The decision on this request is a land use policy choice by Planning Commission and City Council. The Planning Commission recommended denial of the applicant's previous request to change the mix of uses in the Master Plan. At that time, members of Planning Commission identified a preference to retain commercial land uses in the area, which has experienced tremendous residential growth. Effectively, the Planning Commission found that criterion 8.5.21.Z.4.f of the Ordinance was not satisfied and that the requested modification was inconsistent with the intent and purpose of the approved PUD Development Master Plan and will the community objectives of the Comprehensive Plan. The applicant has provided a rationale for the modification. The applicant argues that the residential component will be compatible with the adjacent residential and live/work uses, and that the remaining retail spaces will have a more attractive design. In the applicant's view, these are enhancements to the plan which are consistent with the intent of the Master Plan.

SAMPE MOTIONS

Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.21.Z.4** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the revision to the Planned Unit Development Master Plan [*subject to technical comments and other conditions presented by planning staff*].

Approve Subject to Conditions:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.21.Z.4** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval the Preliminary Plat, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Deny:

Move to recommend denial of the requested revisions to the Planned Unit Development Master Plan having found, based on the information presented by the applicant and the

analysis provided by city staff, that the criteria listed in section **8.5.21.Z.4** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

Defer:

Move to find that there is insufficient information to make a decision, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: A RESOLUTION DEDICATING FIRE STATION 3 LOCATED AT 705 FIREFIGHTERS DRIVE IN HONOR OF THE LATE FORMER CITY OF COLUMBIA MAYOR BARBARA EARWOOD MCINTYRE

RECOMMENDATION: Approve Resolution No. 23-73.

INFORMATION: Former City of Columbia Mayor Barbara McIntyre spent her life in public service. She was the first female vice mayor and mayor of the City of Columbia serving a total of 16 years in office. She served on numerous boards and committees as well as being the recipient of many distinguished awards. Therefore, the City of Columbia wishes to honor former Mayor Barbara McIntyre by dedicating in her honor Fire Station 3, located at 705 Firefighters Drive.

**A RESOLUTION DEDICATING FIRE STATION 3 LOCATED AT 705
FIREFIGHTERS DRIVE IN HONOR OF THE LATE FORMER CITY OF
COLUMBIA MAYOR BARBARA EARWOOD MCINTYRE**

WHEREAS, former Columbia Mayor Barbara McIntyre was born October 15, 1926 in Columbia and spent her life in public service. In 1963, she became the first female general manager of Holiday Inn, then the country's largest hotel chain. She was elected as the city's first female vice mayor from 1974-78. She was elected as Columbia's first female mayor in 1990, reelected in 1998 and served two more terms, totaling 16 years in office; and

WHEREAS, Mayor McIntyre served on numerous boards and committees in her life, including Maury County Chamber of Commerce, Tennessee Municipal League, Tennessee Commission on Aging & Disability, Leadership Maury, Center of Hope, Boys and Girls Club of Maury County, Duck River Agency, South Central Tennessee Development District, Maury County Family YMCA, Maury Regional Healthcare Foundation, Maury County Tourism Board, Big Brothers Big Sisters of Maury County, and Governor's Task Force Board for 911 dispatchers; and

WHEREAS, Mayor McIntyre was the recipient of many distinguished awards including the Liberty Bell Award, the Lucille Queener Courtney Service Award, the Woman of the Year by the Business and Professional Women's Club, Governor's Award for Community Service, the Eagle Wings Award for Government, a Paul Harris Fellow by the Columbia Breakfast Rotary Club and the George F. Hixson Fellowship by the Columbia Kiwanis Club.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby honor the late former City Mayor Barbara Earwood McIntyre by dedicating Fire Station 3 located at 705 Firefighters Drive in her honor.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:


C. TIM TISHER, CITY ATTORNEY

CITY OF COLUMBIA QUARTERLY UPDATE

OCTOBER 2023



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

SGB ENTERPRISES



SGB ENTERPRISES, INC TO ESTABLISH HEADQUARTERS
AND MANUFACTURING OPERATIONS IN MAURY COUNTY

LEARN MORE AT [MAURYALLIANCE.COM/NEWS](https://mauryalliance.com/news)



Active Projects

21

2,517
POTENTIAL
NEW
JOBS

\$2.4B
POTENTIAL
CAPITAL
INVESTMENT

Project Breakdown

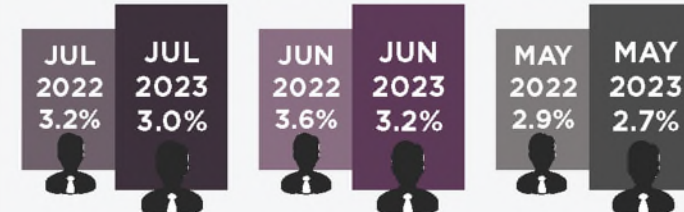


Manufacturing.....	6
Distribution & Logistics.....	3
Business Services.....	2
Food/Beverage.....	2
Industrial Services.....	2
Metals.....	2
Retail.....	2
Ceramics.....	1
Defense.....	1

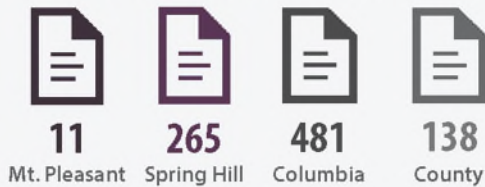
Q2 2023 COST OF LIVING

95.7 Maury County TN	97.3 Charleston SC
99.2 Nashville TN	136.4 Oakland CA
113.4 Chicago IL	110.2 Denver CO
97.3 Atlanta GA	163.0 New York (Brooklyn) NY

UNEMPLOYMENT RATE



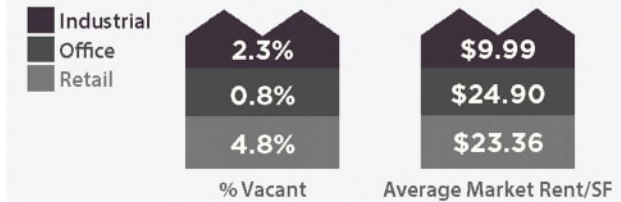
YTD HOUSING PERMITS



HOUSING PRICES



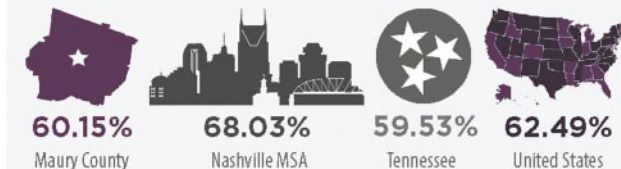
CURRENT VACANCY & RATES



Q1 2023 MAURY COUNTY EMPLOYMENT



LABOR FORCE PARTICIPATION



September 14, 2023 - 5:30 PM

PUBLIC HEARINGS

Item 1. - PUBLIC HEARING ON RESOLUTION NO. 23-57 (RELATES TO ITEM 9.4) - A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR A PORTION OF TAX MAP 88 PARCEL 33.07, LOCATED OFF ESTES LANE AND TREATMENT PLANT ROAD, INTO THE CITY OF COLUMBIA - WARD 2

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

There being no one present to speak on the public hearing for Resolution No. 23-57, Council Member Marshall moved to close the public hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

APPROVED:

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

Item 2. - PUBLIC HEARING ON ORDINANCE NO. 4473 (RELATES TO ITEM 10.1) - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING 1205 EAST END STREET, LOCATED AT TAX MAP 99 PARCEL 59.04, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 3

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

There being no one present to speak on the public hearing for Ordinance No. 4473, Council Member Coleman moved to close the public hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

APPROVED:

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

Item 3. - PUBLIC HEARING ON ORDINANCE NO. 4475 (RELATES TO ITEM 10.2) - AN ORDINANCE TO AMEND ORDINANCE 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING MULTIPLE PROPERTIES WITHIN THE CARRIAGE HILLS SUBDIVISION, LOCATED OFF CARTERS CREE PIKE, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) - WARD 5

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

There being no one present to speak on the public hearing for Ordinance No. 4475, Council Member Coleman moved to close the public hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

APPROVED:

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

REGULAR MEETING

CALL TO ORDER/ROLL CALL

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

INVOCATION BY TANYA MASON OF BETHEL CHAPEL AME CHURCH

PLEDGE OF ALLEGIANCE

Council Member Marshall led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

All Council Members present voted aye.

PRESENTATIONS

Item 5.1. - **PRESENTATION BY KIM RANDELL, CEO, HABITAT FOR HUMANITY WILLIAMSON-MAURY**

The presentation was postponed.

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE MINUTES OF THE AUGUST 10, 2023 COUNCIL REGULAR MEETING**

Council Member Coleman moved to approve August 10, 2023 City Council Regular Meeting Minutes. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 6.2. - **APPROVE THE RETIREMENT BENEFITS FOR TERRY REDDING, TRAFFIC MAINTENANCE TECH II, PUBLIC WORKS DEPARTMENT**

Council Member Greene moved to approve the retirement benefits for Terry Redding. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 6.3. - **APPROVE THE RETIREMENT BENEFITS FOR KIMBERLY ELLIOTT,**

July 14, 2022 - 5:30 PM

ADMINISTRATIVE ASSISTANT, WASTEWATER DEPARTMENT

Council Member Greene moved to approve the retirement benefits for Kimberly Elliott.
Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 6.4. - ELECTION OF ERNIE ALLEN, JR., TO THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT BOARD AND THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD TO FILL AN UNEXPIRED TERM ENDING ON NOVEMBER 14, 2023

Council Member Coleman moved to approve the election of Ernie Allen, Jr. to the Board of Directors of the Industrial Development Board and the Health, Educational and Housing Facility Board to fill an unexpired term ending on November 14, 2023.
Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 6.5. - APPROVE THE MAYOR'S APPOINTMENT OF LORIE FISHER TO THE CITY OF COLUMBIA HISTORIC ZONING COMMISSION TO FILL AN UNEXPIRED TERM THAT ENDS ON JANUARY 14, 2026

Council Member Marshall moved to approve the appointment of Lorie Fisher to the City of Columbia Historic Zoning Commission to fill an unexpired term that ends on January 14, 2026. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 6.6. - COUNCIL'S APPOINTMENT OF MEMBERS TO THE CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS BOARD

Vice Mayor McBroom advised Kristen Newton, James Sloan, Joerdan Simpson, Montrae Osborne and Noah Burchell are being recommended to be appointed to this board. Council Member Marshall moved to approve the appointment of Kristen Newton, James Sloan, Joerdan Simpson, Montrae Osborne and Noah Burchell to the Construction Board of Adjustments and Appeals Board. Council Member Greene seconded the motion. The responsibility of the board was mentioned as they have only met a couple times in the last couple of decades and an example of what kind of appeal they may face was given.

All Council Members present voted aye.

CONSENT AGENDA

Council Member Coleman moved to approve the consent agenda. Council Member Marshall seconded the motion.

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

Item 7.1. - APPROVE DISBURSEMENTS FOR THE MONTH OF JULY 2023 IN THE AMOUNT OF \$7,759,349.72

July 14, 2022 - 5:30 PM

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

Item 7.3. - APPROVE CERTIFICATION OF OFFICIALS DESIGNATED AS SIGNATORIES AT THE CITY'S BANKING INSTITUTIONS

Item 7.4. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN EIGHTY-FOUR-MONTH LEASE AGREEMENT WITH WILLIAM C. HARGROVE FOR THE LEASE OF PROPERTY TO BE UTILIZED AS A FIRING RANGE IN THE AMOUNT OF \$13,200 FOR FY23-24

Item 7.5. - APPROVE AND AUTHORIZE THE SOLE SOURCE PROCUREMENT FOR A THERMO SCIENTIFIC FIRSTDEFENDER RMX UNIT IN THE AMOUNT OF \$53,550 (FIFTY-THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS) FOR FIRE & RESCUE, EMERGENCY MANAGEMENT DIVISION

Item 7.6. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND TRAILHEAD MEDIA IN THE AMOUNT OF \$9,750 FOR DIGITAL BILLBOARD ADVERTISING ON NORTHBOUND INTERSTATE 65

Item 7.7. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND LAMAR ADVERTISING IN THE AMOUNT OF \$12,000 FOR DIGITAL BILLBOARD ADVERTISING IN THE NASHVILLE/MIDDLE TN AREA

Item 7.8. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND PERENNIAL COMMUNICATIONS IN THE AMOUNT OF \$2,545 FOR ADVERTISING IN THE NEW RESIDENTS GUIDE

Item 7.9. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN AGREEMENT NO. 230183 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR BRIDGE REPLACEMENT AT NORTH JAMES M CAMPBELL BOULEVARD OVER TENNESSEE SOUTHERN RAILROAD PIN 124542.00. STATE PROJECT NO. 60HPB1-S3-006

Item 7.10. - APPROVE A SURETY RELEASE IN THE AMOUNT OF \$160,800 TO TRACK WEST PARTNERS, LLC FOR 610 S. JAMES M. CAMPBELL BOULEVARD IN THE CITY OF COLUMBIA, TENNESSEE- WARD 4

Item 7.11. - APPROVE A SURETY RELEASE IN THE AMOUNT OF \$20,000 TO HONEY FARMS MANAGEMENT, LLC FOR THE COMPLETION OF PAVING FOR HONEY FARMS DEVELOPMENT, PHASE 2, SECTION 1A, IN THE CITY OF

July 14, 2022 - 5:30 PM

COLUMBIA, TENNESSEE- WARD 5

Item 7.12. - APPROVE A SURETY RELEASE IN THE AMOUNT OF \$40,000 TO HONEY FARMS MANAGEMENT, LLC FOR THE COMPLETION OF PAVING FOR HONEY FARMS DEVELOPMENT, PHASE 2, SECTION 2, IN THE CITY OF COLUMBIA, TENNESSEE- WARD 5

Item 7.13. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT BETWEEN THE CITY OF COLUMBIA AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR ACCESS TO LICENSE SOFTWARE IN THE AMOUNT OF \$39,700, THE ANNUAL SUBSCRIPTION RATE - CITYWIDE

Item 7.14. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN AMENDMENT NO. 1 (REVISED) FOR PROFESSIONAL SERVICES WITH GRESHAM, SMITH AND PARTNERS FOR THE NASHVILLE HIGHWAY AND BEAR CREEK PIKE INTERSECTION PROJECT - WARD 5

Item 7.15. - APPROVE THE PURCHASE FROM WAYPOINT OF NETWORK COMMUNICATIONS EQUIPMENT PER THE MIS REPLACEMENT SCHEDULE IN THE AMOUNT OF \$264,788.61 UTILIZING STATE CONTRACTS

Item 7.16. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER #1 TO CONTRACT # 1222-C3 WITH PATH COMPANY, LLC IN THE AMOUNT OF \$221,908

ADMINISTRATION

Item 8.1. - APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND MAURY COUNTY SENIOR CITIZENS CENTER, INC. IN THE AMOUNT OF \$38,000

Council Member Greene moved to approve the contractual agreement between the City of Columbia and Maury County Senior Citizens Center, Inc., in the amount of \$38,000. . Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 8.2. - APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND MAURY COUNTY REGIONAL AIRPORT AUTHORITY IN THE AMOUNT OF \$10,000

Council Member Coleman moved to approve the contractual agreement between the City of Columbia and Maury County Regional Airport Authority in the amount of \$10,000. Council Member Greene seconded the motion.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

All Council Members present voted aye.

Item 8.3. - APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND KEEP MAURY BEAUTIFUL IN THE AMOUNT OF \$8,000

Council Member Coleman moved to approve the contractual agreement between the City of Columbia and Keep Maury Beautiful in the amount of \$8,000. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 8.4. - APPROVE THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF COLUMBIA AND TENNESSEE REHABILITATION CENTER AT COLUMBIA IN THE AMOUNT OF \$17,000

Council Member Greene moved to approve the contractual agreement between the City of Columbia and Tennessee Rehabilitation Center at Columbia in the amount of \$17,000. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 8.5. - APPROVE THE CONTRACTUAL AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE CITY OF COLUMBIA AND MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE IN THE AMOUNT OF \$100,000

Council Member Coleman moved to approve the contractual agreement for Economic Development Services between the City of Columbia and Maury County Chamber and Economic Alliance in the amount of \$100,000. Council Member Greene seconded the motion.

All Council Members present voted aye.

RESOLUTIONS

Item 9.1. - RESOLUTION 23-50 - A RESOLUTION TO RATIFY AUTHORIZATION OF THE CITY OF COLUMBIA TO APPLY FOR THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION WATER INFRASTRUCTURE INVESTMENT PROGRAM IN THE AMOUNT NOT TO EXCEED \$4,819,505.99

Council Member Coleman moved to approve Resolution No. 23-50. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.2. - RESOLUTION NO. 23-55 - A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE TROTWOOD AVENUE DEVELOPMENT - WARD 1

Council Member Coleman moved to approve Resolution No. 23-55. Council Member Greene seconded the motion.

July 14, 2022 - 5:30 PM

All Council Members present voted aye.

Item 9.3. - RESOLUTION NO. 23-56 – A RESOLUTION TO ACCEPT A DONATION OF (8) EIGHT PICKLEBALL PADDLES AND (6) SIX BALLS WITH A COMBINED VALUE OF \$170 (ONE HUNDRED SEVENTY DOLLARS) FROM SELKIRK SPORTS TO BE USED BY COLUMBIA FIRE & RESCUE

Council Member Greene moved to approve Resolution No. 23-56. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.4. - RESOLUTION NO. 23-57 - A RESOLUTION TO ANNEX AND APPROVE A PLAN OF SERVICES FOR A PORTION OF TAX MAP 88 PARCEL 33.07, LOCATED OFF ESTES LANE AND TREATMENT PLANT ROAD, INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 2

Council Member Marshall moved to approve Resolution No. 23-57. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.5. - RESOLUTION NO. 23-58 - TAX CORRECTIONS

Council Member Marshall moved to approve Resolution No. 23-58. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.6. - RESOLUTION NO. 23-59 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE INDUSTRIAL PARK PUMP STATION AND FORCE MAIN (MERSEN)

Council Member Marshall moved to approve Resolution No. 23-59. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.7. - RESOLUTION NOS. 23-60 THROUGH 23-69 - RESOLUTIONS AUTHORIZING APPROPRIATIONS FOR FINANCIAL AID TO NON-PROFIT ORGANIZATIONS WHOSE SERVICES BENEFIT THE GENERAL WELFARE OF THE RESIDENTS OF THE CITY OF COLUMBIA IN ACCORDANCE WITH TCA SECTION 6-54-111

Vice Mayor read Resolution Numbers 23-60 through Resolution No. 23-69.

Council Member Coleman moved to approve Resolution Nos. 23-60 through 23-69.

Council Member Marshall seconded the motion. Council Member Coleman advised that nonprofits take care of some much in communities and he encouraged people to help community-based missions.

All Council Members present voted aye.

July 14, 2022 - 5:30 PM

Item 9.8. - RESOLUTION NO. 23-70 – A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE HONEY LAKES TOWNHOMES - WARD 2

Council Member Marshall moved to approve Resolution No. 23-70. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.9. - RESOLUTION NO. 23-71 - A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO APPLY FOR THE DEPARTMENT OF ENERGY, ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED \$76,480

Council Member Coleman moved to approve Resolution No. 23-71. Council Member Greene seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - 2ND CONSIDERATION OF ORDINANCE NO. 4473 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING 1205 EAST END STREET, LOCATED AT TAX MAP 99 PARCEL 59.04, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 3

Council Member Greene moved to approve Ordinance No. 4473 on second consideration. Council Member Hardison seconded the motion.

All Council Members present voted aye.

Item 10.2. - 2ND CONSIDERATION OF ORDINANCE NO. 4475 (AS AMENDED) - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING MULTIPLE PROPERTIES WITHIN THE CARRIAGE HILLS SUBDIVISION, LOCATED OFF CARTERS CREEK PIKE, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) - WARD 5

Mrs. Sue Stephenson advised she sent Council an email and hopes they had time to read it. She also thanked Council for approving this item on first consideration.

Council Member Coleman moved to approve Ordinance No. 4475 as amended on second consideration. Council Member Marshall seconded the motion. All members present voted aye with the exception of Council Member Hardison who voted no. The motion Passed with a vote of 4-1.

Item 10.3. - 1ST CONSIDERATION OF ORDINANCE NO. 4476 – AN ORDINANCE

July 14, 2022 - 5:30 PM

TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, SANITATION, CAPITAL PROJECTS, AND WASTEWATER FUNDS AND ESTABLISH THE DATE OF OCTOBER 12, 2023 AS THE DATE OF PUBLIC HEARING

Council Member Coleman moved to approve Ordinance No. 4476 on first consideration and establish the date of October 12, 2023 as the date of Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 10.4. - 1ST CONSIDERATION OF ORDINANCE NO. 4477 - AN ORDINANCE TO AMEND TITLE 18, CHAPTER 2, SECTIONS 18-208(2) AND 18-209(5)(f) OF THE COLUMBIA MUNICIPAL CODE BY ADDING A PARAGRAPH TO TITLE 18, CHAPTER 2, SECTION 18-208(2) AND BY DELETING TITLE 18, CHAPTER 2, SECTION 18-209(5)(f) IN ITS ENTIRETY AND REPLACING SUCH SECTION WITH A NEW TITLE 18, CHAPTER 2, SECTION 18-209(5)(f) AND ESTABLISH THE DATE OF OCTOBER 12, 2023 AS THE DATE OF PUBLIC HEARING

Wastewater Director Donnie Boshers explained what this Ordinance pertains to. Council Member Coleman moved to approve Ordinance No. 4477 on first consideration and establish the date of October 12, 2023 as the date of Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.5. - 1ST CONSIDERATION OF ORDINANCE NO. 4478 - AN ORDINANCE TO ADD TITLE 18, CHAPTER 1, SECTION 18-106 TO THE COLUMBIA MUNICIPAL CODE PERTAINING TO SEWERS AND ESTABLISH THE DATE OF OCTOBER 12, 2023 AS THE DATE OF PUBLIC HEARING

Council Member Greene moved to approve Ordinance No. 4478 on first consideration and establish the date of October 12, 2023 as the date of Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.6. - 1ST CONSIDERATION ON ORDINANCE NO. 4479 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REVISING THE ARDEN VILLAGE PUD MASTER PLAN AT TAX MAP 51 PARCELS 2 AND 2.05 LOCATED OFF NASHVILLE HIGHWAY AND ARDEN VILLAGE DRIVE AND ESTABLISH THE DATE OF OCTOBER 12, 2023 AS THE DATE OF PUBLIC HEARING - WARD 5

Council Member Coleman moved to approve Ordinance No. 4479 on first consideration and establish the date of October 12, 2023 as the date of Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

Item 10.7. - 1ST CONSIDERATION OF ORDINANCE NO. 4480 - AN ORDINANCE TO ABANDON A RIGHT-OF-WAY LOCATED AT 201 EAST 6TH STREET AND AUTHORIZE THE CONVEYANCE THUS OF SUCH PROPERTY TO MAURY COUNTY, TENNESSEE

Council Member Greene moved to approve Ordinance No. 4480 on first consideration.
Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.8. - 1ST CONSIDERATION OF ORDINANCE NO. 4481 - AN ORDINANCE TO AMEND TITLE 7 OF THE COLUMBIA MUNICIPAL CODE BY ADDING CHAPTER 7, SECTION 7-701 ENACTING TRAINING FEES UPON OUTSIDE ENTITIES UTILIZING THE COLUMBIA FIRE ACADEMY

Fire & Rescue Chief Ty Cobb gave an overview of this Ordinance.
Council Member Marshall moved to approve Ordinance No. 4481 on first consideration.
Council Member Coleman seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Council Member Coleman moved to adjourn the meeting. Council Member Marshall seconded the motion. All members present voted aye. The meeting adjourned at 06:07 PM.

UPCOMING EVENTS

APPROVED:

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING AUGUST 31, 2023

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	4,032,040.64	301,797.20	2,117,927.85	1,612,315.59
Sanitation Fund	259,242.83	19,787.31	119,898.79	119,556.73
Wastewater Fund	786,569.76	34,591.58	257,392.74	494,585.44
Street & Transportation Fund	-			-
State Street Aid	36,448.37	-		36,448.37
Drug Fund	6,634.49			6,634.49
Debt Service Fund				-
Capital Projects Fund	2,393.94			2,393.94
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	339,141.70	309,363.01		29,778.69
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board	-			-
	\$ 5,462,471.73	\$ 665,539.10	\$ 2,495,219.38	\$ 2,301,713.25

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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GENERAL FUND

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132691	8/2/2023	Ace Hardware	\$10.36
132692	8/2/2023	Columbia Power & Water Systems	\$116.74
132693	8/2/2023	Jones & Lang Sporting Goods	\$120.00
132694	8/2/2023	Morgan Brothers Electric Inc	\$133.41
132695	8/2/2023	Rippey Auto Parts Co Inc	\$156.00
132696	8/2/2023	Tn Dept Of Revenue	\$454.32
132697	8/2/2023	TN Dept Of Safety	\$23.75
132698	8/2/2023	Columbia Oil Company Inc	\$3,058.50
132699	8/2/2023	Turner & Osborne Tire Co	\$36.36
132700	8/2/2023	Duck River Electric	\$75.16
132701	8/2/2023	AT&T	\$1,432.22
132702	8/2/2023	David's Lock & Key Inc	\$146.25
132703	8/2/2023	Robert J Young Company LLC	\$18.20
132704	8/2/2023	TN Fire Svs & Codes Enf Academy	\$806.65
132705	8/2/2023	Break Time Services	\$96.25
132706	8/2/2023	Local Government Corporation	\$57,588.00
132707	8/2/2023	State Of TN Attn: Lily White	\$109.25
132708	8/2/2023	State Of TN Dept Of Revenue	\$9.50
132709	8/2/2023	G & W Diesel Services, Inc.	\$1,120.98
132710	8/2/2023	Zoll Medical Corporation	\$3,135.06
132711	8/2/2023	Parman Energy Group LLC	\$352.87
132712	8/2/2023	Mutual Of Omaha	\$12,751.93
132713	8/2/2023	J & M Supply Solutions	\$265.79
132714	8/2/2023	Atmos Energy	\$92.10
132715	8/2/2023	C.E.S. City Electric Supply Co	\$1,015.53
132716	8/2/2023	SRM Concrete	\$3,011.00
132717	8/2/2023	Cintas Corporation #241	\$931.32
132718	8/2/2023	Colonial Life	\$6,322.22
132719	8/2/2023	Southeast Apparatus Llc	\$307,090.00
132720	8/2/2023	Firstnet Services Provided By AT&T Mobility	\$1,324.70
132721	8/2/2023	LanLink Communications, LLC	\$878.98
132722	8/2/2023	Friday Night Lines LLC	\$1,200.00
132723	8/2/2023	TriStar Elevator LLC	\$264.00
132724	8/2/2023	Volunteer Paving LLC	\$178.64
132725	8/2/2023	Freedom Hill Land Management	\$11,634.58
132726	8/2/2023	T-Mobile	\$146.09
132727	8/2/2023	Southern Duplicating of Middle Tennessee	\$770.92
132728	8/2/2023	Charter Communications	\$1,099.00
132729	8/2/2023	Anna Frank	\$100.00
132730	8/2/2023	Southeastern Shirt Corp.	\$380.30
132731	8/2/2023	WilcoLocal Media	\$810.00
132732	8/2/2023	Wells Fargo Financial Leasing, Inc	\$231.54
132733	8/2/2023	Chapdelaine & Associates	\$70.00
132734	8/2/2023	Cleaning Partners LLC	\$200.00
132735	8/2/2023	Columbia Kubota	\$141.61
132736	8/2/2023	Darien Nagel	\$216.00
132737	8/2/2023	Main Street Maury	\$29.99
132738	8/2/2023	David Wright	\$216.00
132739	8/2/2023	Dewayne Cooper	\$216.00
132740	8/2/2023	ARC-Astra Radio Communications	\$698.00
132741	8/10/2023	Columbia Power & Water Systems	\$23,873.38
132742	8/10/2023	United Farm & Home Cooperative	\$233.98

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132743	8/10/2023	Pump & Power Co	\$467.38
132744	8/10/2023	Maury Co United Way	\$464.00
132745	8/10/2023	Columbia Oil Company Inc	\$5,370.69
132746	8/10/2023	Stoltz Printing Co	\$79.50
132747	8/10/2023	Public Entity Partners	\$116,221.00
132748	8/10/2023	AT&T	\$68.60
132749	8/10/2023	Pioneer Manufacturing Company	\$1,907.66
132750	8/10/2023	Journal Communications Inc	\$9,950.00
132751	8/10/2023	David's Lock & Key Inc	\$25.85
132752	8/10/2023	Utility Equipment Service Inc	\$3,200.00
132753	8/10/2023	Public Entity Partners	\$74,870.00
132754	8/10/2023	Dell Marketing L P	\$1,858.23
132755	8/10/2023	Robert J Young Company LLC	\$169.02
132756	8/10/2023	Office Warehouse LLC	\$113.00
132757	8/10/2023	Short Services Group dba Landscape Management Co	\$4,106.45
132758	8/10/2023	Tennessee Electrical Inc	\$2,375.00
132759	8/10/2023	Jeremy Haywood	\$276.00
132760	8/10/2023	TN Fire Svs & Codes Enf Academy	\$632.00
132761	8/10/2023	Break Time Services	\$80.00
132762	8/10/2023	Joshua Davis	\$294.00
132763	8/10/2023	Impressions	\$101.52
132764	8/10/2023	Columbia Firefighter Assn	\$475.00
132765	8/10/2023	Heritage-Crystal Clean, LLC	\$496.22
132766	8/10/2023	Jackson Sand	\$1,058.25
132767	8/10/2023	Parman Energy Group LLC	\$1,485.40
132768	8/10/2023	J & M Supply Solutions	\$231.65
132769	8/10/2023	D & D Towing & Recovery	\$175.00
132770	8/10/2023	Tri Star Energy	\$29,238.74
132771	8/10/2023	AT&T	\$146.44
132772	8/10/2023	Diverse Computing Inc	\$5,850.00
132773	8/10/2023	The Hogan Company	\$1,154.28
132774	8/10/2023	Daily Herald (Ads)	\$1,027.22
132775	8/10/2023	County Record Services LLC	\$4,800.00
132776	8/10/2023	Softspace South	\$1,641.26
132777	8/10/2023	Gateway Tire & Service Center	\$336.45
132778	8/10/2023	Hanson's Flooring	\$551.11
132779	8/10/2023	JayBird Portable Restrooms LLC	\$85.00
132780	8/10/2023	SRM Concrete	\$1,272.50
132781	8/10/2023	Choice Screening	\$115.00
132782	8/10/2023	Johnson Controls	\$1,509.43
132783	8/10/2023	Telecom Tower Group LLC	\$298.52
132784	8/10/2023	Leaf	\$643.00
132785	8/10/2023	Combined Insurance, a Chubb Company	\$1,007.26
132786	8/10/2023	Cintas Corporation #241	\$1,959.23
132787	8/10/2023	Needle And Grain	\$85.00
132788	8/10/2023	Maury County Visitors Bureau	\$262.50
132789	8/10/2023	Simpleview, LLC	\$1,666.67
132790	8/10/2023	Sewah Studios Inc	\$2,660.00
132791	8/10/2023	Waypoint Business Solutions	\$73,852.60
132792	8/10/2023	CivicPlus LLC	\$4,500.00
132793	8/10/2023	Servant Fire Protection	\$415.00
132794	8/10/2023	Verizon Wireless 03	\$41.78

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132795	8/10/2023	Friday Night Lines LLC	\$750.00
132796	8/10/2023	SiteOne Landscape Supply LLC	\$635.30
132797	8/10/2023	Volunteer Paving LLC	\$166.32
132798	8/10/2023	Craig Farms & Irrigation LLC	\$472.00
132799	8/10/2023	Verizon Connect	\$322.15
132800	8/10/2023	Freedom Hill Land Management	\$1,400.00
132801	8/10/2023	Anna Frank	\$100.00
132802	8/10/2023	Main Street Media of TN	\$1,003.14
132803	8/10/2023	Ford of Columbia	\$5,308.86
132804	8/10/2023	Johnathan Ussery	\$125.00
132805	8/10/2023	Columbia Kubota	\$487.13
132806	8/10/2023	Midwest Crisis Negotiators	\$1,125.00
132807	8/10/2023	Arsenio Guerra	\$15.00
132822	8/17/2023	AFLAC-Amer Family Life Assurance Co	\$251.54
132823	8/17/2023	Columbia Power & Water Systems	\$13,238.13
132824	8/17/2023	Public Entity Partners	\$28,906.07
132825	8/17/2023	Mail Call	\$1,837.74
132826	8/17/2023	TN Assn of Chiefs of Police	\$650.00
132827	8/17/2023	NexAir LLC	\$40.11
132828	8/17/2023	VOID-VOID-VOID	\$0.00
132829	8/17/2023	VOID-VOID-VOID	\$0.00
132830	8/17/2023	VOID-VOID-VOID	\$0.00
132831	8/17/2023	Break Time Services	\$208.25
132832	8/17/2023	Sarah Glover	\$230.00
132833	8/17/2023	Mutual Of Omaha	\$12,801.29
132834	8/17/2023	CPWS - Broadband	\$300.00
132835	8/17/2023	Atmos Energy	\$281.14
132836	8/17/2023	Daily Herald (Ads)	\$74.06
132837	8/17/2023	Eye In The Sky	\$338.00
132838	8/17/2023	SRM Concrete	\$2,124.00
132839	8/17/2023	Cintas Corporation #241	\$572.36
132840	8/17/2023	Waypoint Business Solutions	\$2,674.76
132841	8/17/2023	CivicPlus LLC	\$375.00
132842	8/17/2023	Knighthorst Shredding, LLC	\$68.31
132843	8/17/2023	Pilgrimage Events, LLC	\$3,000.00
132844	8/17/2023	Reach Technologies	\$102.43
132845	8/17/2023	Village at Carters Station Development, LLC	\$200,000.00
132846	8/17/2023	Freedom Hill Land Management	\$65.00
132847	8/17/2023	Visual Media Co LLC	\$600.00
132848	8/17/2023	Perennial Communications, LLC	\$2,545.00
132849	8/17/2023	Luke Sutherland	\$125.00
132850	8/17/2023	Walter Hill Plumbing	\$662.00
132851	8/18/2023	Chief Jeremy Alsup	\$105.00
132852	8/18/2023	Jason Dark	\$105.00
132853	8/18/2023	Jeremy Haywood	\$105.00
132854	8/18/2023	Robert J Archibald	\$168.99
132855	8/18/2023	Chrysler Dodge Jeep Ram of Columbia	\$34,621.75
132856	8/18/2023	Reach Technologies	\$177.34
132857	8/18/2023	Freedom Hill Land Management	\$130.00
132858	8/18/2023	eSkill	\$5,000.00
132859	8/18/2023	Leia Smith	\$64.19
132860	8/18/2023	AT&T (Fiber Optics)	\$597.55

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132861	8/24/2023	Ace Hardware	\$74.99
132862	8/24/2023	City Of Col Employees Retireme	\$186,100.83
132863	8/24/2023	A To Z Office Resource	\$603.00
132864	8/24/2023	Jones & Lang Sporting Goods	\$7.95
132865	8/24/2023	Communications Services, Inc.	\$835.24
132866	8/24/2023	Maury Co Government	\$21,705.85
132867	8/24/2023	United Farm & Home Cooperative	\$143.19
132868	8/24/2023	Morgan Brothers Electric Inc	\$750.55
132869	8/24/2023	Maury Co United Way	\$464.00
132870	8/24/2023	Maury Fence Co Of Tn Inc	\$2,630.00
132871	8/24/2023	NAFECO Inc	\$1,557.20
132872	8/24/2023	David's Lock & Key Inc	\$114.05
132873	8/24/2023	Federal Express	\$48.91
132874	8/24/2023	Nashville Equipment Service Inc	\$105.31
132875	8/24/2023	Dell Marketing L P	\$815.59
132876	8/24/2023	Office Warehouse LLC	\$349.00
132877	8/24/2023	Kiwanis Club Of Columbia	\$155.00
132878	8/24/2023	Jeremy Haywood	\$265.00
132879	8/24/2023	TN Fire Svs & Codes Enf Academy	\$2,625.00
132880	8/24/2023	Break Time Services	\$94.00
132881	8/24/2023	Royal Flush Portables	\$285.00
132882	8/24/2023	Impressions	\$210.00
132883	8/24/2023	Unum Life Insurance Co Of Amer	\$2,205.00
132884	8/24/2023	Columbia Firefighter Assn	\$475.00
132885	8/24/2023	Bug Out	\$185.00
132886	8/24/2023	Parman Energy Group LLC	\$298.25
132887	8/24/2023	Kimley-Horn & Associates, Inc	\$5,622.00
132888	8/24/2023	J & M Supply Solutions	\$446.72
132889	8/24/2023	City Of Col Tn Retirement	\$24,371.01
132890	8/24/2023	Jeff Riggins	\$226.00
132891	8/24/2023	Atmos Energy	\$837.06
132892	8/24/2023	Jeff DeWire	\$226.00
132893	8/24/2023	Preventia Security	\$461.85
132894	8/24/2023	Glenn Harper	\$331.00
132895	8/24/2023	Woody Givens Plumbing & Electrical Service	\$1,057.54
132896	8/24/2023	C.E.S. City Electric Supply Co	\$614.56
132897	8/24/2023	Brian Adams	\$175.00
132898	8/24/2023	SRM Concrete	\$1,490.00
132899	8/24/2023	United Waste Haulers Of TN LLC	\$65.00
132900	8/24/2023	PMAM Corporation	\$6,000.00
132901	8/24/2023	Cintas Corporation #241	\$265.44
132902	8/24/2023	Needle And Grain	\$285.00
132903	8/24/2023	Maury County 911	\$7,578.83
132904	8/24/2023	Tristar Bank	\$6,364.70
132905	8/24/2023	Summit Uniforms	\$116.49
132906	8/24/2023	Firstnet Services Provided By AT&T Mobility	\$1,423.13
132907	8/24/2023	Verizon Wireless 03	\$41.78
132908	8/24/2023	Verizon Wireless 09	\$65.23
132909	8/24/2023	LanLink Communications, LLC	\$858.90
132910	8/24/2023	Friday Night Lines LLC	\$1,075.00
132911	8/24/2023	Apparel Masters of Tennessee	\$805.25
132912	8/24/2023	PM Environmental, Inc	\$8,715.00

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132913	8/24/2023	STS Distribution	\$510.00
132914	8/24/2023	Liquidity Services Operations LLC	\$1,439.74
132915	8/24/2023	BidNet	\$4,000.00
132916	8/24/2023	Volunteer Paving LLC	\$117.92
132917	8/24/2023	Craig Farms & Irrigation LLC	\$917.50
132918	8/24/2023	T-Mobile	\$146.09
132919	8/24/2023	Southeastern Shirt Corp.	\$356.16
132920	8/24/2023	Columbia State Community College	\$500.00
132921	8/24/2023	Wells Fargo Financial Leasing, Inc	\$134.26
132922	8/24/2023	Maury Regional Medical Group	\$2,698.00
132923	8/24/2023	Columbia Kubota	\$1,048.95
132924	8/24/2023	Sportsfield Specialties, Inc	\$2,785.00
132925	8/24/2023	Lawrenceburg Glass	\$550.00
132926	8/24/2023	Bailey Fitzgerald	\$160.00
132927	8/24/2023	NAFECO Inc	\$110.00
132928	8/24/2023	Jeff Riggins	\$71.00
132929	8/24/2023	Jeff DeWire	\$71.00
132930	8/24/2023	Maury Regional Medical Group	\$473.00
132931	8/24/2023	Bailey Fitzgerald	\$15.00
132932	8/24/2023	Siddons-Martin Emergency Group LLC	\$189.85
132938	8/24/2023	Bailey Fitzgerald	\$330.12
132939	8/25/2023	David's Lock & Key Inc	\$75.00
132940	8/25/2023	Rogers Group Inc	\$4,958.58
132941	8/25/2023	Vulcan Materials Co	\$108.47
132942	8/25/2023	Maury County Equipment	\$31.64
132943	8/25/2023	Arcus Restoration	\$38.64
132944	8/25/2023	SRM Concrete	\$572.00
132945	8/25/2023	United Waste Haulers Of TN LLC	\$50.50
132946	8/25/2023	Merchants Of Cool	\$300.00
132947	8/25/2023	LanLink Communications, LLC	\$1,074.87
132948	8/25/2023	SiteOne Landscape Supply LLC	\$600.87
132949	8/25/2023	Fuze, Inc	\$43,555.33
132950	8/25/2023	Craig Farms & Irrigation LLC	\$200.00
132951	8/30/2023	Sharon Howell	\$100.00
132952	8/30/2023	Cheryl Macpherson	\$206.00
132953	8/30/2023	Kellye Murphy	\$136.00
132954	8/30/2023	Jacey Bomar	\$126.00
132955	8/30/2023	Erick Solano	\$206.00
132956	8/30/2023	Matthew Burns	\$206.00

Total Purchase Cards:	\$	118,405.95
Total Payroll Transfers:	\$	2,117,927.85
Total Misc. Transfers:	\$	301,797.20
Total Checks: 247	\$	<u>1,493,909.64</u>
Total:	\$	4,032,040.64

STATE STREET AID

8030	8/2/2023	Columbia Power & Water Systems	\$11,207.22
8031	8/2/2023	Duck River Electric	\$110.35
8032	8/2/2023	Cutting Edge Lawn and Landscapes	\$1,300.00
8033	8/10/2023	Temple Inc	\$215.00

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STATE STREET AID

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8034	8/17/2023	G & C Supply Co Inc	\$1,308.50
8035	8/24/2023	3M Company	\$1,725.46
8036	8/24/2023	Firstnet Services Provided By AT&T Mobility	\$456.88
8037	8/24/2023	Cutting Edge Lawn and Landscapes	\$1,300.00
8038	8/25/2023	Temple Inc	\$16,882.00

Total Purchase Cards:	\$	1,942.96
Total Misc. Transfers:	\$	-
Total Checks: 9	\$	<u>34,505.41</u>
Total:	\$	36,448.37

SANITATION

22063	8/2/2023	Robert J Young Company LLC	\$18.20
22064	8/2/2023	Mutual Of Omaha	\$766.81
22065	8/2/2023	Atmos Energy	\$40.76
22066	8/2/2023	Cintas Corporation #241	\$210.48
22067	8/2/2023	Colonial Life	\$614.74
22068	8/10/2023	Columbia Power & Water Systems	\$1,462.80
22069	8/10/2023	Columbia Oil Company Inc	\$17,111.44
22070	8/10/2023	Public Entity Partners	\$10,645.00
22071	8/10/2023	Public Entity Partners	\$4,672.00
22072	8/10/2023	Tri Star Energy	\$855.47
22073	8/10/2023	Combined Insurance, a Chubb Company	\$106.04
22074	8/10/2023	Cintas Corporation #241	\$393.46
22075	8/10/2023	Servant Fire Protection	\$180.00
22076	8/10/2023	Marshall County Solid Waste and Recycling	\$2,403.05
22078	8/17/2023	Public Entity Partners	\$3,690.84
22079	8/17/2023	Wastequip Manufacturing Co LLC	\$10,128.00
22080	8/17/2023	Mutual Of Omaha	\$766.80
22081	8/17/2023	Daily Herald (Ads)	\$89.43
22082	8/17/2023	Cintas Corporation #241	\$191.45
22083	8/17/2023	Servant Fire Protection	\$270.00
22084	8/24/2023	City Of Col Employees Retireme	\$8,255.86
22085	8/24/2023	Nashville Equipment Service Inc	\$68.92
22086	8/24/2023	Break Time Services	\$14.00
22087	8/24/2023	Unum Life Insurance Co Of Amer	\$165.60
22088	8/24/2023	City Of Col Tn Retirement	\$1,081.15
22089	8/24/2023	Wells Fargo Financial Leasing, Inc	\$374.44
22091	8/25/2023	United Waste Haulers Of TN LLC	\$36,634.79

Total Purchase Cards:	\$	18,345.20
Total Payroll Transfers:	\$	119,898.79
Total Misc. Transfers:	\$	19,787.31
Total Checks: 27	\$	<u>101,211.53</u>
Total:	\$	259,242.83

WASTEWATER

48156	8/2/2023	Columbia Power & Water Systems	\$1,035.24
48157	8/2/2023	Columbia Oil Company Inc	\$661.94

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WASTEWATER

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48158	8/2/2023	AT&T	\$4,890.33
48159	8/2/2023	Red Bud Supply Inc	\$217.37
48160	8/2/2023	Southern Pipe & Supply Co	\$693.01
48161	8/2/2023	Guthrie Sales & Service Inc	\$26,448.52
48162	8/2/2023	Southern Sales Co	\$1,995.31
48163	8/2/2023	Dixie Diesel Service	\$940.28
48164	8/2/2023	North Central Laboratories-NCL of Wisconsin, Inc	\$2,425.79
48165	8/2/2023	Robert J Young Company LLC	\$918.70
48166	8/2/2023	Vulcan Materials Co	\$685.41
48167	8/2/2023	Mutual Of Omaha	\$1,774.80
48168	8/2/2023	Trane U.S. Inc	\$681.00
48169	8/2/2023	Atmos Energy	\$46.98
48170	8/2/2023	Colonial Life	\$1,140.84
48171	8/2/2023	Waypoint Analytical, LLC	\$68.00
48172	8/2/2023	MSD Environmental Services, Inc	\$22,000.00
48173	8/10/2023	Columbia Power & Water Systems	\$79,754.40
48174	8/10/2023	Columbia Oil Company Inc	\$2,651.59
48175	8/10/2023	Stoltz Printing Co	\$156.50
48176	8/10/2023	VOID-VOID-VOID	\$0.00
48177	8/10/2023	Public Entity Partners	\$8,140.00
48178	8/10/2023	W W Grainger Inc	\$93.40
48179	8/10/2023	Public Entity Partners	\$117,802.00
48180	8/10/2023	North Central Laboratories-NCL of Wisconsin, Inc	\$374.14
48181	8/10/2023	WM CORPORATE SERVICES, INC	\$17,717.12
48182	8/10/2023	Tri Star Energy	\$1,607.94
48183	8/10/2023	Choice Screening	\$90.00
48184	8/10/2023	Combined Insurance, a Chubb Company	\$29.40
48185	8/10/2023	Cintas Corporation #241	\$346.90
48186	8/10/2023	Culleoka Company LLC	\$1,378.00
48187	8/17/2023	Columbia Power & Water Systems	\$256.36
48188	8/17/2023	Columbia Machine Works	\$6,640.00
48189	8/17/2023	Duck River Electric	\$3,052.75
48190	8/17/2023	Dixie Diesel Service	\$2,818.99
48191	8/17/2023	Robert J Young Company LLC	\$61.78
48192	8/17/2023	WM CORPORATE SERVICES, INC	\$29,659.51
48193	8/17/2023	Consolidated Pipe & Supply	\$8,252.00
48194	8/17/2023	Mutual Of Omaha	\$1,780.80
48195	8/17/2023	Terry Boatright	\$125.00
48196	8/17/2023	Tri Star Energy	\$1,594.04
48197	8/17/2023	Atmos Energy	\$51.80
48198	8/17/2023	Cintas Corporation #241	\$693.80
48199	8/17/2023	Waypoint Analytical, LLC	\$1,698.00
48200	8/17/2023	Source Technologies	\$20,608.00
48201	8/18/2023	Nashville Equipment Service Inc	\$117.03
48202	8/24/2023	City Of Col Employees Retireme	\$18,642.98
48203	8/24/2023	AT&T	\$4,971.80
48204	8/24/2023	W W Grainger Inc	\$113.40
48205	8/24/2023	G & C Supply Co Inc	\$5,969.58
48206	8/24/2023	Guthrie Sales & Service Inc	\$2,235.35
48207	8/24/2023	Trailer Store	\$1,500.00
48208	8/24/2023	Applied Industrial Technologies	\$444.79
48209	8/24/2023	North Central Laboratories-NCL of Wisconsin, Inc	\$252.10

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 8/1/2023 - 8/31/2023**

WASTEWATER

PAGE 8

48210	8/24/2023	Consolidated Pipe & Supply	\$398.00
48211	8/24/2023	Unum Life Insurance Co Of Amer	\$492.40
48212	8/24/2023	City Of Col Tn Retirement	\$2,441.41
48213	8/24/2023	Atmos Energy	\$46.18
48214	8/24/2023	Preventia Security	\$201.00
48215	8/24/2023	Airgas USA, LLC	\$11,838.04
48216	8/24/2023	Verizon Wireless 05	\$617.21
48217	8/24/2023	Waypoint Analytical, LLC	\$530.00
48218	8/24/2023	Source Technologies	\$338.00
48219	8/24/2023	Columbia Machine Works	\$3,320.00
48220	8/24/2023	Vulcan Materials Co	\$655.26
48221	8/24/2023	Cintas Corporation #241	\$355.18
48222	8/24/2023	Waypoint Analytical, LLC	\$586.00
48224	8/25/2023	WM CORPORATE SERVICES, INC	\$40,297.72
48225	8/25/2023	IDEXX Distribution, Inc.	\$1,245.63
48226	8/25/2023	Fuze, Inc	\$5,782.06

Total Purchase Cards:	\$	17,136.58
Total Payroll Transfers:	\$	257,392.74
Total Misc. Transfers:	\$	34,591.58
Total Checks: 70	\$	<u>477,448.86</u>
Total:	\$	786,569.76

DRUG

5954	8/2/2023	Thomson Reuters - West	\$64.00
5955	8/2/2023	Callyo 2009 Corp	\$4,920.00
5956	8/10/2023	Dell Marketing L P	\$661.08

Total Purchase Cards:	\$	989.41
Total Checks: 3	\$	<u>5,645.08</u>
Total:	\$	6,634.49

INSURANCE

3057	8/24/2023	BlueCross BlueShield Of TN	\$23,512.06
3058	8/24/2023	Maury Regional Hospital Marshall Medical Ctr	\$6,266.63

Total Misc. Transfers:	\$	309,363.01
Total Checks: 2	\$	<u>29,778.69</u>
Total:	\$	339,141.70

CAPITAL PROJECTS

3038	8/17/2023	Ragan Smith & Associates Inc	\$2,393.94
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Total Misc. Transfers:	\$	-
Total Checks: 1	\$	<u>2,393.94</u>
Total:	\$	2,393.94

SURPLUS LISTING FOR COUNCIL AGENDA 10/12/2023

<u>Inv ID</u>	<u>Description</u>	<u>Serial #</u>	<u>Department</u>
3368	2007 Chevy Impala	2G1WS55R179240689	Police
3369	2012 Chevy Impala	2G1WD5EM6B1124717	Police
3370	2011 Chevy Impala	2G1WD5EM2B1122172	Police
3371	2011 Chevy Impala	2G1WD5EM8B1123567	Police
3372	2011 Chevy Impala	2G1WD5EM2B1124973	Police
3373	2011 Chevy Impala	2G1WD5EM8B1125044	Police
3374	2009 Chevy Impala	2G1WS57M291276569	Police
3375	2010 Dodge Avenger	1B3CC4FD8AN145671	Police
3376	2011 Ford Taurus	1FAHP2DW1BG154161	Police
3377	Pinkish Office Chair		Fire Dept
3378	Gray Office Chair		Fire Dept
3379	2012 Chevy Impala	2G1WD5E32C1184888	Police
3380	2001 Ford Economy Van	1FCJE39L61HB28055	Police
3381	Samsung Tablet SM-T580	R52K10F6W4P	MIS
3382	Dell Laptop Inspiron 13-7378	5W864C2	MIS
3383	Dell Laptop Inspiron 13-7378	FL864C2	MIS
3384	Dell Laptop Inspiron 13-7378	JK864C2	MIS
3385	Dell Laptop Inspiron 13-7378	4W864C2	MIS
3386	Dell Laptop Latitude 3390 2 in 1	GJPWN2	MIS
3387	Dell Laptop Latitude 3390 2 in 1	99NNWN2	MIS
3388	Dell Desktop OptiPlex 7060 SFF	9G9Y0Q2	MIS
3389	Dell Desktop OptiPlex 7070 SFF	BGT4Z23	MIS
3390	Dell Desktop OptiPlex 7060	DXG4JV2	MIS
3391	Large Desk		MIS
3392	Rolling Office Desk		MIS
3393	Dell Laptop Latitude 3390 2 in 1	1JPNWN2	MIS
3394	Wooden Chair		MIS
3395	Wooden Chair		MIS
3396	Office Chair		MIS
3397	Office Chair		MIS
3398	Office Chair		MIS
3399	Office Chair		MIS

<u>Inv ID</u>	<u>Description</u>	<u>Serial #</u>	<u>Department</u>
3400	Dell Monitor	P2214Hb	MIS
3401	Dell Desktop OptiPlex 7060	9G7Y0Q2	MIS
3402	Dell Monitor P2217H	38NNS82	MIS
3403	Dell Monitor P2217H	1CRD9J2	MIS
3404	Dell Monitor P2217H	290NS82	MIS
3405	Dell Monitor P2217H	6VZMS82	MIS
3406	Dell Monitor P2217H	FGRD9J2	MIS
3407	Dell Monitor P2217H	83SD9J2	MIS
3408	Dell Monitor P2419H	3PMWNM2	MIS
3409	Dell Monitor P2217H	DVZMS82	MIS
3410	Dell Laptop Latitude 3390 2 in 1	JJPWNW2	MIS
3411	Dell Laptop Latitude 3390 2 in 1	HF0RLW2	MIS
3412	Dell Laptop Latitude 3390 2 in 1	JBV54P2	MIS
3413	Dell Monitor P2217H	JGRD9J2	MIS
3414	Dell Dock K17A	CN-05FDDV-CMC00-89A-490F-A06	MIS



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 THE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE
A CONTRACT WITH WAYNES PEST CONTROL FOR PEST CONTROL SERVICES

RECOMMENDATION: Approve

INFORMATION: The City has contracted with a single vendor to provide pest control services for a number of years. The current contract with Waynes Pest Control, previously Kirkland Pest Control, is set to expire; therefore, bids were solicited. Twenty-one city-owned facilities were included in the solicitation. Vendors were required to provide quarterly service to all facilities for the control of crawling and flying insects as well as rodent control. Only one vendor responded to the request for bids and that was Waynes Pest Control.

CERTIFICATION:

ATTACHMENTS:

CITY OF COLUMBIA TENNESSEE

CONTRACT FORM

This CONTRACT, executed this ____ day of _____, 2023, by and between the CITY OF COLUMBIA, hereinafter called "City" party of the first part, and Waynes Pest Control, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth in Invitation to Bid – Pest Control Services, Solicitation 999-0823-23 and attached hereto, the parties agree as follows:

CONTRACT SUPERVISOR

As used herein the contract supervisor shall mean Sommar Jaynes, at (931) 560-1580, or her designee or other person holding the position of purchasing agent for the City of Columbia.

SECTION I

DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Specifications and Requirements as found in the Invitation to Bid – Pest Control Services, Solicitation #999-0823-23, is pest control services.

SECTION II

TIME OF PERFORMANCE

Contract period shall commence October 13, 2023 for a period of one-year and terminate October 12, 2024 unless renewed by the purchasing agent for the City of Columbia under the terms and conditions as further described in Section XVI of this contract.

SECTION III

COMPENSATION

The contractor will be compensated by facility treated on a quarterly basis according to the bid submitted for solicitation #999-0823-23 and attached hereto.

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

SECTION IV

CONFORMANCE WITH BID

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

SECTION V

INSURANCE

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

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

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than 1,000,000 each occurrence for all owned, non-owned, and hired automobiles.

The Contractor shall maintain Commercial General Liability for public liability including product liability and shall have minimum limits of \$1,000,000 per claim.

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Columbia.

Said liability insurance must be acceptable by and approved by the City as to form and types of coverage.

SECTION VI WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price as may be necessary. All changes will be authorized by a written change order signed by the Purchasing Agent or his designee as representing the City.

SECTION VII COMPLIANCE WITH LAWS

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

SECTION VIII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required work has been performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make periodic inspection. If such inspection shows that the required work has not been performed in accordance with terms and conditions of the contract documents the Contractor shall be informed of the findings. Contractor shall then be

afforded and opportunity if desired by him, to correct the deficiencies so pointed out within 30 days at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency or defect.

SECTION IX ADDITIONAL REQUIREMENTS

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

SECTION X LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and Certificates are current and will be maintained throughout the duration of the contract.

SECTION XI SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, general public and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XII ASSIGNMENT

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

SECTION XIII TERMINATION

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

SECTION XIV LAW AND VENUE

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

SECTION XV APPROPRIATION APPROVAL

The Contractor acknowledges that this contract is subject to budget appropriation as approved by City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this contract may

be terminated by the City and that no charges, penalties or other costs shall be assessed. Contractor shall be entitled to payment of all services performed up to the time of non-appropriation.

**SECTION XVI
RENEWAL OPTION**

The contract may be renewed annually on October 13th of each succeeding year by mutual consent of both parties at the rates set forth in the bid as submitted by the Contractor. This contract may not be extended beyond October 12th, 2026.

All renewals shall be subject to appropriations as described in Section XV herein.

**SECTION XVII
ENTIRE AGREEMENT**

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

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

CITY OF COLUMBIA TENNESSEE

Waynes Pest Control

By:

By:

MAYOR

Attest By:

(Title)

CITY RECORDER

Approved as to Legal Form:


C. Tim Tisher, Attorney



Invitation to Bid – Pest Control Services
August 7, 2023
Solicitation # 999-0823-23

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 P.M.'S, August 30, 2023**, and then publicly opened and read aloud for Pest Control Services.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Sommar Jaynes at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

Bid Instructions

To be considered bidders must

1. Submit a completed bid sheet(s) using the forms supplied with this Invitation to Bid together with an explanation of any and all exceptions taken to the specifications or any additional conditions to the bid.
2. You must also have an updated vendor application on file prior to bid award. Paper application are available upon request. Application may be completed online at:
<https://vrapp.vendorregistry.com/Vendor/Register/Index/columbia-tn-vendor-registration>.
3. All forms must be signed by someone with the authority to bind the bidder.
4. Copies of current State of Tennessee License
5. Copy of Insurance and Bonds as required herein.

All requested bid documents shall be returned to:

Purchasing Agent, City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid - Pest Control Services** and opening date of bid, **August 30, 2023**.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed bids are not acceptable.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

1. SCOPE

The City of Columbia is seeking sealed bids to establish an agreement to furnish pest control services at city owned facilities. Services include control of insects and rodents identified in the specifications. Bidders must maintain proper current State of Tennessee license for the required service.

2. GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.
2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statutes and obtain all permits required in number fifteen (15) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.

12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Administrative Secretary in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi-year contracts and further has the right to terminate multiyear contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if in agreement forward the decision to the vendor.
- b. Step Two - If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

3. SPECIAL CONDITIONS AND DEFINITIONS

- 3.1 Insect control is defined as those measures, which are necessary to completely suppress crawling and flying insect populations including arachnids through the use of properly registered and labeled insecticide products and approved devices.
- 3.2 Rodent control is defined as those measures necessary to suppress populations of rats, mice, and/or any other mammalian species, which become a pest.
- 3.3 Control measures used shall be sufficient to offer reasonable and safe protection from identified pest from one application until the next application.
- 3.4 Time between applications shall be at least 75 days but shall be no more than 90 days unless otherwise requested by the City.

3.5 The City reserves the right to negotiate with the awarded vendor regarding frequency of treatment during terms of the award or the extension thereof.

3.6 The City reserves the right to negotiate with the awarded vendor for treatment and control of wood destroying pest during the term of the award or extension thereof.

4. INSURANCE, BONDS AND LICENSE

The awarded vendor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the vendor or his forces as enumerated above. The successful vendor(s), if requested, shall furnish a copy of an original Certificate of Insurance, naming City of Columbia as an additional Insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor(s) shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of awarding this bid.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit).
3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$1,000,000 CSL.

Pest Control Surety Bond required in the amount of \$50,000.

State of Tennessee Pest Control License GRC and WDO required.

5. LAWS, TAXES and INDEMNIFICATION – The successful vendor shall comply with all applicable local, State and Federal laws. Vendors are further responsible for all taxes associated with providing services under any resulting award as a result of this invitation to bid to include payroll and employment taxes. All vendors agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the Vendor, his employees, or any subcontractors hired as a result of bid award.

6. TIME IS OF THE ESSENCE - Time is of the essence in the performance of a resulting bid award. Repeated delays in delivery of services shall be interpreted as failure to meet contractual obligations and shall be cause for immediate cancellation of any contract or award.

7. PAYMENT - Payment will be made provided all following conditions listed below have been met:

7.1 Service tickets or invoices shall be prepared for each location serviced at the time of treatment or application. All service tickets or invoices shall be signed by designated City employee at the facility being serviced at the time of service. Invoices or service tickets not properly signed shall not be paid.

7.2 Payment will be issued within thirty days of a proper invoice having been received by Finance Department for the City of Columbia unless the vendor accepts VISA credit cards in which case payment will occur within 7 days of service.

8. MULTI - YEAR AGREEMENT AND AWARD

8.1 The award will be made to a single vendor offering the lowest quarterly cost to service all facilities.

8.2 The award and resulting agreement shall be for a twelve month period during which time the price per application of service shall remain constant. The award and agreement may be renewed on an annual basis thereafter for a period not to exceed three years with the same conditions and terms as the original agreement unless expressly cancelled by either party 90 days in advance of the cancellation date.

3. SPECIFICATIONS AND REQUIREMENTS

The Specifications and requirements below are intended to describe an effective pest and rodent control program for City owned facilities.

Requirements	
9.1	The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment pest control service for buildings specified herein. Areas within the buildings requiring services include, but are not limited to, offices, rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basements, attics, and laboratories.
9.2	The Vendor shall be responsible for full treatment pest control service including inspection and treatment for rats, mice, cockroaches, ants, moths, Pharaoh ants, silverfish, spiders of all types including brown recluse and any other pest not specifically excluded herein
9.3	Services shall be performed at each facility during the City's normal business hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, except when special conditions require servicing to be done when an area(s) is vacated after regular working hours or on weekends. There will be no additional charge for this service. When such servicing to vacate areas is required, the Vendor shall provide 72 hours advance written notice to the facility manager as specified herein. If work is started, it must be completed that day and not left until the next day.
9.4	The vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control program.
9.5	The Vendor is further responsible for full compliance with the applicable federal, state and local pesticide laws and regulations
9.6	The City reserves the right to negotiate with the awarded vendor or any other vendor for the purchase of related pest control services such as extermination of termites, wood bores, bees, bats, birds, wasps and skunks not specifically covered herein.
9.7	The Vendor must respond to all service calls within twenty-four hours from notification
9.8	No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the pest control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to
9.9	The Vendor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, as a minimum, conform to occupational Safety and Health Administration (OSHA) standards for the products being used.
9.10	The following pest control functions are not included within the scope of this invitation to bid : Bat control, Bird control, Snake control, Termite control (also Carpenter ants and bees), Fumigation
9.11	Insecticide products may be applied as surface sprays, following the crack and crevice criteria, as dust or baits applied to areas inaccessible to sprays, or as space applications using dry fog methods for flying insect control. No insecticide shall be used in any manner inconsistent with its labeling.
9.12	During the life of the award, the premises covered may be inspected periodically to determine the effectiveness of the programs in progress. Such inspections shall be jointly made by the City and Vendor representatives and the results of which shall be documented in writing. The Vendor shall promptly initiate actions to correct all deficiencies found. Call-backs or follow-up service shall be provided as the need arises at no additional cost to the City.

9.13	The rodent control measures required of the Vendor include repelling, trapping, and poisoning programs directed at providing environmentally safe space for City personnel and facility visitors.
9.14	Applications of products not unreasonably restrict or restraint the conduct of normal business operations nor endanger the health or safety of staff or citizens.
9.15	Each listed facility shall receive regular pest control services no less than every 75 days nor more frequently than every 90 days unless specifically requested to do so due to infestation of a listed pest.

The remainder of this page is intentionally blank

City of Columbia – Bid Sheet – ITB Pest Control Services – 999-0823-23

Facility Name	Address	Contact	Sq Footage	Quarterly Charge
Police Headquarters	707 No Main St	Exec. Sec. Codes	22,320	
Police Annex	711-713 No Main St	Exec. Sec. Codes	7840	
City Hall	700 North Garden St	Exec Sec Codes	25000	
Fairview Park Community Ctr	Iron Bridge Road	Center Director	3603	
Woodland Park Headquarters	Woldridge Dr	Alex Trogue	3998	
Armory Recreation Facility	503 Carter St	Center Director	13391	
Recreation Maintenance Shop	503 B Carter Street	William Butler	3000	
Macedonia Community Ctr	501 Armstrong St	Center Director	1979	
Ridley Park Concession A	6148 Trotwood Ave	Byran Farris	1000	
Ridley Park Concession B	6148 Trotwood Ave	Byran Farris	1000	
Ridley Park Concession C	6148 Trotwood Ave	Byran Farris	800	
Ridley Park Maintenance Bldg	6148 Trotwood Ave	Byran Farris	2400	
West Complex Building	6148 Trotwood Ave	Byran Farris	4000	
West Press Box	6148 Trotwood Ave	Byran Farris	240	
Fire Station #1	1000 So Garden St	Exec. Secretary	15609	
Fire Station #2	709 Lion Parkway	Captain In Charge	7172	
Fire Station # 3	1306 Nashville Hwy	Captain In Charge	4875	
Fire Station #4	5040 Mt Pleasant Pk	Captain In Charge	5407	
Fire Station # 5	2633 Nashville Hwy	Captain In Charge	8500	
Public Works Building	110 Santa Fe Pike	Donna Osmon	23400	
Wastewater Tx Admin Bldg	1244 Treatment Plant Rd	Kim Elliott	16384	

Are you taking any exception to the specifications? If so please provide a detailed written explanation _____

Are there any additional conditions to your bid? If so please provide a detailed written explanation _____

Do you accept VISA ? _____

In compliance with this Invitation for Bid for Pest Control Services Solicitation # 999-0823-23 and subject to all conditions, specifications and requirements thereof unless otherwise amended and described in an attachment hereto, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified. My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Complete Legal Name of Firm: _____

Charter # _____ **License #** _____

Address: _____

Signature: _____ **Title :** _____

Name (type/print): _____ **Email :** _____

Date: _____

DRUG-FREE WORKPLACE AFFIDAVIT

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

1. The undersigned is a principal officer of _____

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

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

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

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally
acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such
person executed the foregoing affidavit for the purposes therein contained. Witness my hand and seal
at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

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

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

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

Vendor Name: _____

Vendor Signature: _____ Date: _____

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

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

White____ African American ____ American Indian/Alaskan Native ____
Native Hawaiian/Other Pacific Islander ____ Asian ____ Hispanic ____ Women Owned ____
Certified DBE ____

City of Columbia – Bid Sheet – ITB Pest Control Services – 999-0823-23

Facility Name	Address	Contact	Sq Footage	Quarterly Charge
Police Headquarters	707 No Main St	Exec. Sec. Codes	22,320	175.00
Police Annex	711-713 No Main St	Exec. Sec. Codes	7840	125.00
City Hall	700 North Garden St	Exec Sec Codes	25000	175.00
Fairview Park Community Ctr	Iron Bridge Road	Center Director	3603	150.00
Woodland Park Headquarters	Woldridge Dr	Alex Trogue	3998	150.00
Armory Recreation Facility	503 Carter St	Center Director	13391	150.00
Recreation Maintenance Shop	503 B Carter Street	William Butler	3000	150.00
Macedonia Community Ctr	501 Armstrong St	Center Director	1979	150.00
Ridley Park Concession A	6148 Trotwood Ave	Byran Farris	1000	100.00
Ridley Park Concession B	6148 Trotwood Ave	Byran Farris	1000	100.00
Ridley Park Concession C	6148 Trotwood Ave	Byran Farris	800	100.00
Ridley Park Maintenance Bldg	6148 Trotwood Ave	Byran Farris	2400	150.00
West Complex Building	6148 Trotwood Ave	Byran Farris	4000	150.00
West Press Box	6148 Trotwood Ave	Byran Farris	240	100.00
Fire Station #1	1000 So Garden St	Exec. Secretary	15609	150.00
Fire Station #2	709 Lion Parkway	Captain In Charge	7172	150.00
Fire Station #3	1306 Nashville Hwy	Captain In Charge	4875	150.00
Fire Station #4	5040 Mt Pleasant Pk	Captain In Charge	5407	150.00
Fire Station #5	2633 Nashville Hwy	Captain In Charge	8500	150.00
Public Works Building	110 Santa Fe Pike	Donna Osmon	23400	175.00
Wastewater Tx Admin Bldg	1244 Treatment Plant Rd	Kim Elliott	16384	150.00

Are you taking any exception to the specifications? If so please provide a detailed written explanation _____

Are there any additional conditions to your bid? If so please provide a detailed written explanation _____

Do you accept VISA ? Yes

In compliance with this Invitation for Bid for Pest Control Services Solicitation # 999-0823-23 and subject to all conditions, specifications and requirements thereof unless otherwise amended and described in an attachment hereto, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified. My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Complete Legal Name of Firm: Waynes Pest Control

Charter # 1478 License # 233699

Address: 717 Airport Center Drive Nashville, TN

Signature: [Signature] Title: Commercial Sales 37217

Name (type/print): Kenny Basset Email: kenny.basset@

Date: 08/29/23 call waynes,
com



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donna Osmon, Sr. Administrative Assistant, dosmon@columbiatn.com , (931) 388-8650

AGENDA ITEM TITLE: APPROVE THE PRICE INCREASE FROM \$ 47.77 TO \$ 50.79 PER TON FOR TRASH DISPOSAL WITH MAURY COUNTY SOLID WASTE WITH THE ESTIMATED FY23/24 COST BEING \$950,000

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia Public Works Department utilizes Maury County Solid Waste for the disposal of residential trash. Due to an increase in the Consumer Price Index (CPI), the price for disposal of residential trash will increase from \$ 47.77 to \$ 50.79 per ton. The anticipated FY 23/24 cost for trash disposal with Maury County Solid Waste is \$950,000.

CERTIFICATION: The Chief Financial Officer certifies that \$950,000 is budgeted and unencumbered in Sanitation - General - Landfill Charge.

Donna Osmon

From: Jeff DeWire
Sent: Monday, July 3, 2023 2:06 PM
To: Thad Jablonski; Tony Massey
Cc: Donna Osmon; Kelly Poling
Subject: FW: rate increase

FYI...

From: Victoria Grissom <VGrissom@maurycounty-tn.gov>
Sent: Monday, July 3, 2023 2:03 PM
To: Jeff DeWire <jdewire@columbiatn.com>; Jeff L. Riggins <jriggins@columbiatn.com>
Cc: Belinda Jones <BJones@maurycounty-tn.gov>
Subject: [External Email] - rate increase

Good afternoon.

I have received rate increases from Waste Management, of course they started today. It will be 7.9% for us. That will just be passed along to ya'll but it will not start until 7-5-23. That takes it to \$50.79. let me know if you have any questions.

Thanks!

Victoria Grissom
Assistant Director/Scale Operator
Maury County Solid Waste
1233 Lawson White Drive
Columbia, TN 38401
E: vgrissom@maurycounty-tn.gov
Ph: 931-375-6402/6403
Fax: 931-375-6419



June 16, 2023

Maury County Government
1233 Lawson White Drive
Columbia, TN 38401
Mark Mehall
Director of Solid Waste

Dear Director Mehall:

This letter is to inform you of the upcoming rate increase. Per the contract the rates will increase by 7.9% based on the Consumer Price Index using the Garbage and Trash Index. Please see the attached schedule of price listed below. The new rates will take effect on July 1, 2023.

MAURY COUNTY TN T&D account at Cedar Ridge Landfill 304-73

Customer Name: MAURYCOUNTYSOLI (MAURYCOUNTYSOLI_73)

Current PRICING: \$38.28. per ton, plus \$1.25 State fee, plus \$1.34 Host fee = \$40.87 total per ton.

NEW PRICING: \$41.30 per ton, plus \$1.25 State fee, plus \$1.34 Host fee = \$43.89 total per ton.

Calculation:

$38.28 \times 7.09\% = \$41.30$ plus \$1.25 State Fee, plus \$1.34 Host Fee = \$43.89

Thank you for the opportunity to service Maury County for their Solid Waste needs.

Sincerely,

Rob Owen



Databases, Tables & Calculators by Subject

Change Output Options: From: 2013 To: 2023

☐ include graphs ☐ include annual averages

[More Formatting Options](#)

Data extracted on: June 16, 2023 (12:49:36 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SEHG02, CUUS0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431									

12-Month Percent Change

Series Id: CUUR0000SEHG02, CUUS0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	3.1	2.9	2.6	3.2	3.4	3.0	2.5	2.7	2.6	2.5	2.7	2.9		
2014	2.8	2.6	2.7	2.8	2.6	2.7	2.4	2.2	2.1	2.0	1.5	1.4		
2015	1.3	1.6	1.4	1.0	1.4	1.1	1.1	1.5	1.5	1.6	2.0	2.1		
2016	2.2	2.1	2.0	1.8	1.6	1.6	1.7	1.5	1.4	1.3	1.6	1.8		
2017	2.1	2.1	2.1	2.2	2.0	2.3	2.2	2.1	2.1	2.7	2.4	2.0		
2018	1.6	1.6	1.8	2.6	3.5	3.8	3.8	4.8	4.9	4.5	7.2	7.1		
2019	4.9	5.0	5.1	4.5	3.9	3.4	3.6	2.9	2.8	2.9	0.0	0.2	4.5	2.0
2020	3.2	3.6	3.5	3.1	2.9	3.3	3.4	3.5	3.6	3.5	3.8	4.4	3.3	3.7
2021	4.4	4.6	4.7	4.9	4.3	4.1	4.5	4.7	5.6	5.3	4.8	4.8	4.5	5.0
2022	4.0	4.1	4.3	4.6	5.4	5.9	5.2	4.6	5.3	5.8	6.6	6.1	4.7	5.6
2023	7.0	6.9	6.7	6.9	7.9									





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: Approve the \$7,255.39 price increase with Cumberland International Trucks for the purchase of a 2024 HV607 SBA (HV607) Construction dump truck

RECOMMENDATION: Approve the price increase

INFORMATION: The truck we currently have on order is not going to be built till the first quarter of 2024. There is a mandatory emissions change coming for 2024 and Navistar is moving everything to the new state contract that went into effect 9/1/23 to cover the cost of the emissions change. Attached is a copy of the proposal for the new contract. The order could have been cancelled for no penalty as long as it was done before the 14th of September. After the 14th there's a \$5,000.00 cancelation fee per order.



HV607 SBA

Sales Proposal For:
City of Columbia

Presented By:
CUMBERLAND INTERNATIONAL TRUCKS, INC.

Prepared For:

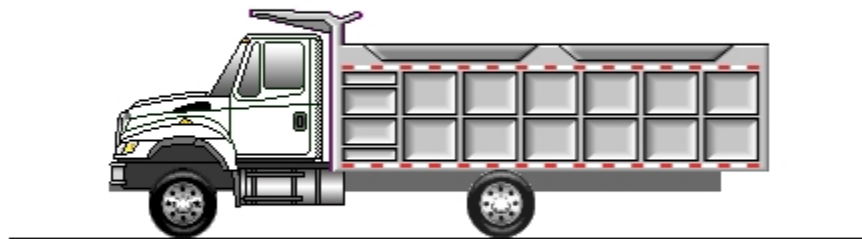
City of Columbia
 Donnie Boshers
 707 North Main St.
 Columbia, TN 38401-
 (931)540 - 5203
 Reference ID: Stock Dump

Presented By:

CUMBERLAND INTERNATIONAL TRUCKS, INC.
 Erick Creasey
 1901 LEBANON PIKE
 NASHVILLE TN 37210 -
 (615)256-4633

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Priced on SWC 209



Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 25999. Calc. GCWR: 60000 Calc. Start / Grade Ability: 44.55% / 3.74% @ 55 MPH Calc. Geared Speed: 77.1 MPH
DIMENSION:	Wheelbase: 156.00, CA: 88.90, Axle to Frame: 110.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2021, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 21060D} Single Reduction, 21,000-lb Capacity, Driver Control Locking Differential, 200 Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model HV607 SBA with 156.00 Wheelbase, 88.90 CA, and 110.00 Axle to Frame.

F/R Wt (lbs)	Tot Wt (lbs)
6136/3644	9780

AXLE CONFIGURATION

AXLE CONFIGURATION {Navistar} 4x2

-160/-153 -313

Notes

: Pricing may change if axle configuration is changed.

ENGINE

ENGINE, DIESEL {Cummins L9 330} EPA 2021, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)

587/-23 564

CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty

0/0 0

CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

0/0 0

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022

0/0 0

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

24/-6 18

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

0/0 0

Includes

: FAN Nylon

AIR CLEANER Single Element

0/0 0

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

0/0 0

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

0/0 0

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

0/0 0

TRANSMISSION

TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

0/0 0

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

0/0 0

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

0/0 0

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

0/0 0

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

0/0 0

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

0/0 0

Description

F/R Wt (lbs)	Tot Wt (lbs)
1/0	1

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

CLUTCH

CLUTCH Omit Item (Clutch & Control)	0/0	0
-------------------------------------	-----	---

REAR AXLES, SUSPENSIONS

AXLE, REAR, SINGLE {Dana Spicer 21060D} Single Reduction, 21,000-lb Capacity, Driver Control Locking Differential, 200 Wheel Ends . Gear Ratio: 5.29	0/51	51
--	------	----

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/62	62
--	------	----

FRONT AXLES

AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity	0/0	0
---	-----	---

FRONT SUSPENSIONS

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	0/0	0
--	-----	---

CABS, COWLS, BODIES

CAB Conventional, Day Cab	0/0	0
---------------------------	-----	---

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
--	-----	---

AIR CONDITIONER with Integral Heater and Defroster	56/0	56
--	------	----

ARM REST, RIGHT, DRIVER SEAT	3/0	3
------------------------------	-----	---

CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
--	-----	---

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side	0/0	0
--	-----	---

CAB REAR SUSPENSION Air Bag Type	0/0	0
----------------------------------	-----	---

CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	12/0	12
---	------	----

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
--	-----	---

GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
---	-----	---

Includes

: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

Description

: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

INSTRUMENT PANEL Flat Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

SEAT BELT All Orange; 1 to 3

SEAT BELT COMFORT CLIP

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

F/R Wt
(lbs) **Tot Wt**
(lbs)

0/0 0

0/0 0

0/0 0

0/0 0

0/0 0

-13/-5 -18

15/8 23

14/3 17

5/0 5

FRAMES

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

CROSSMEMBER, REAR, AF (1)

TOW HOOK, FRONT (2) Frame Mounted

WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)

-120/382 262

0/0 0

-7/27 20

8/0 8

74/-74 0

BRAKES

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqn

SLACK ADJUSTERS, FRONT {Gunite} Automatic

0/0 0

0/0 0

-23/0 -23

2/0 2

14/0 14

Description

	F/R Wt (lbs)	Tot Wt (lbs)
BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/52	52
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/7	7
SLACK ADJUSTERS, REAR {Gunitex} Automatic	0/14	14
AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
AIR DRYER {Bendix AD-9} with Heater	16/12	28
AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	13/8	21
AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail	-43/62	19
DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

STEERING

STEERING GEAR {Sheppard M100} Power	0/0	0
STEERING COLUMN Tilting	14/1	15
STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0

DRIVELINES

DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	7/21	28
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EXHAUST SYSTEMS

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	129/48	177
AFTERTREATMENT COVER Steel, Black	10/3	13
ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	0/0	0
EXHAUST HEIGHT 8' 10"	13/11	24
MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	13/12	25
SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
TAIL PIPE (1) Turnback Type, Bright	5/4	9

ELECTRICAL SYSTEMS

ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
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Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
 : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
 : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
: STARTER SWITCH Electric, Key Operated		
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
: WIRING, CHASSIS Color Coded and Continuously Numbered		
ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
ANTENNA for Increased Roof Clearance Applications	1/0	1
AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
BACK-UP ALARM Electric, 102 dBA	0/3	3
BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-37/14	-23
BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted	3/0	3
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud	6/8	14
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
CIGAR LIGHTER Includes Ash Cup	1/0	1
CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled	0/0	0
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
HORN, ELECTRIC Disc Style	0/0	0
INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel	1/0	1
RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	5/0	5
STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	10/0	10
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1

Description

	F/R Wt (lbs)	Tot Wt (lbs)
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
USB PORT (1) Located in the Instrument Panel	0/0	0

FRONT END

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
BUG SCREEN Mounted Behind Grille	5/0	5
GRILLE Stationary, Chrome	0/0	0
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0

SPEEDOMETER, TOOLS, MISC

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
CUSTOMER IDENTITY for Sourcewell	0/0	0
FIRE EXTINGUISHER 5 lb Class A B C	8/2	10
FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat	1/0	1
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
<u>Includes</u>		
: PAINT SCHEMATIC ID LETTERS "WL"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PROMOTIONAL PACKAGE Government Silver Package	0/0	0
SAFETY TRIANGLES	6/0	6
SPECIAL RATING, GVWR Limited to 25,999-lb GVWR	0/0	0

FUEL TANKS

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	25/4	29
DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/0	0

WHEELS, TIRES - FRONT

WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	14/0	14
(2) TIRE, FRONT 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position	2/0	2

WHEELS, TIRES - REAR

WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/28	28
(4) TIRE, REAR 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive	0/32	32

Description	F/R Wt (lbs)	Tot Wt (lbs)
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Services Section:

WARRANTY

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
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Total Component Weight:	6872/4264	11136
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Body/Allied Equipment Description	F/R Wt	Tot Wt
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Rogers 11ft Dump with tarper pintle hitch and strobe light	0/0	0
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Total Body Allied:	0/0	0
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Goods Purchased Description	F/R Wt	Tot Wt
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The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)	
<u>Description</u>	<u>Price</u>
Net Sales Price:	\$113,708.52

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:	Accepted by Purchaser:
Official Title and Date	Firm or Business Name
Authorized Signature	Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND STYLE BLUEPRINT FOR A DIGITAL HOLIDAY CAMPAIGN IN THE AMOUNT OF \$7,250

RECOMMENDATION: Approve.

INFORMATION: Style Blueprint Holiday 2023 Travel Co-op Package: Dreamy Holiday Weekends in the South includes sponsored articles, paid social posts, and an email campaign.

CERTIFICATION: The Chief Financial Officer certifies that \$7,250 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.



StyleBlueprint

FOR A LIFE OF STYLE + SUBSTANCE *delivered daily*

Visit [Columbia TN](#) | [Holiday Travel Co-op](#)

SB

\$7,250* per travel partner All Market Campaign * (Value: \$11,850) (minimum 3 cities to promote, more than 6 cities will be included)

Co-op Sponsored Article + Boosted Campaigns guaranteed = Min 10,000 pageviews

- StyleBlueprint include the article in our daily emails each week for 6 weeks from mid-October to the end of November.
- Then, we will promote the article with Meta (FB + Instagram) as well as promote it within our network of quality publications. Possibilities include *Vanity Fair*, *Vox*, *Business Insider*, *Food & Wine*, and other top lifestyle publications. The article will only be promoted to a similar demographic which reads StyleBlueprint.

Instagram Paid Partner Post - one for each destination (not co-op, but each destination has their own)

- Each destination will also have their own sponsored Instagram post to run in November or December. First to reserve, access to dates.

All-Market Co-op Email

- To send the first week of November featuring each city and a link to that DMO landing page

Fee Schedule

Name	Unit Price	Quantity	Amount
SB Travel Co-op Package	\$7,250	1	\$7,250
			Total: \$7,250

B.

TERMS & SIGNATURE

These Terms and Conditions and the service details and terms above comprise the parties' agreement (the "Agreement"). To the extent there is a conflict between these Terms and Conditions and any other agreement, purchase order, service order, or other document, these Terms and Conditions will govern.

1. **Services.** Client retains StyleBlueprint LLC (doing business as Blueprint, Inc) and StyleBlueprint agrees to provide to Client the services described above and the terms and conditions of this Agreement (the "Services"). Any modifications to the Services must be in a writing signed by both parties. StyleBlueprint's performance of the Services is subject to Client's cooperation and fulfillment of its obligations under these Terms and Conditions, and StyleBlueprint shall have no obligation during or after the Term to perform any of the Services available to Client under this Agreement if Client fails to cooperate and fulfill its obligations necessary for StyleBlueprint's performance of such Services or if Client declines such Services or fails to avail itself of such Services during the Term.
2. **Client Obligations.** Client will submit to StyleBlueprint the advertisements and other content and materials requested as necessary for Client's performance of the Services in accordance with StyleBlueprint's submission specifications. All materials submitted to Blueprint, Inc/StyleBlueprint are approved for use in campaigns and free of any copyrights prohibiting this.
3. **Client-Provided Content.** StyleBlueprint reserves the right to reject any advertisement or other content or materials provided by Client if, within StyleBlueprint's reasonable discretion, (i) they do not comply with StyleBlueprint's specific formatting, editorial, and publishing guidelines; (ii) StyleBlueprint believes that the publication of the content violates or will violate any applicable law, rule, or regulation; or (iii) StyleBlueprint believes that the content does not conform to reasonable moral standards promulgated by StyleBlueprint or society in general, including, without limitation, information deemed abusive, profane, defamatory, harassing, or otherwise inappropriate. If StyleBlueprint rejects an advertisement or other content or material and Client is unable or unwilling to submit acceptable alternative materials, this Agreement will be deemed cancelled. StyleBlueprint is not responsible for errors or omissions in any advertisement or other content or materials provided by Client. StyleBlueprint reserves the right to place the words "paid advertisement" within or adjacent to all advertisements that resemble editorial matter.
4. **Copyright and Content License.** Client agrees that the copyright in any advertisements or content created under this Agreement by StyleBlueprint or its contractors is owned by StyleBlueprint. Each party owns and reserves the rights to its own material, content, and trademarks and service marks. Client grants to StyleBlueprint the right to use advertisements and other content and materials, including, without limitation, Client's trademarks and service marks, for the purpose of Client's advertising on behalf of Client to StyleBlueprint for purposes of StyleBlueprint's fulfillment of its obligations under this Agreement.
5. **Fees, Costs, and Payment.** Client agrees to pay StyleBlueprint the fees and costs described above, including deposits and set-up fees and other listed costs, in accordance with the payment plan and the payment method specified above and by the due dates specified above. Client will pay the deposits to StyleBlueprint on execution of this Agreement. Deposits are non-refundable and shall be applied to remaining fees due under the Agreement. Any fees not paid by the due date shall be non-refundable after the commencement of the Services and are separate from and not included within the additional fees described above. Client shall reimburse StyleBlueprint for its costs and reasonable attorneys' fees in collecting any unpaid charge under this Agreement. Client will be responsible for any amounts overdue by more than thirty (30) days at a rate of the lesser of one and one-half percent (1.5%) or the maximum rate allowable by applicable law.
6. **Term, Rate.** Unless terminated earlier as set forth below, this Agreement will be in effect from the Effective Date through the Term specified above, and shall automatically renew on a month-to-month basis unless either party notifies the other in writing of non-renewal within thirty (30) days of the end of the then current Term. Notwithstanding the foregoing, this Agreement shall not renew beyond the original Term in the event of pre-pay short-term campaigns, including but not limited to, dedicated content, event packages, social media packages, SB offer emails, and three-month ad suites, and "Top Lists", "Top Lists" and "Top Lists" 60-days before the end of their package and have until 45-days before the end of their package to renew. Otherwise, their slot may be sold to a new client.

- a. For renewing packages, after 12-months, Client has a guaranteed rate equal to this contracted base rate plus 3% annual increase for each 12 thereafter until this contract is terminated.

7. Termination and Post-Termination.

- a. Either party may terminate this Agreement if the other party materially breaches any provision, warranty, or representation in this Agreement and curable, it remains uncured for a period of ten (10) days following receipt of written notice detailing the breach. Client's failure timely to pay any under this Agreement will constitute material breach. StyleBlueprint may terminate this Agreement for any reason with thirty (30) days' written notice.
- b. If at any time during the term of this Agreement, either party becomes insolvent, makes a general assignment for the benefit of its creditors, sues for appointment of a receiver for its business, or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to protection of the rights of creditors, the other party may, in addition to any other rights or remedies it may have, immediately terminate this Agreement by notice of termination to such party.
- c. Client may give 30-day written notice to cease contract any time after the initial 90 days of this contract have been fulfilled. Contract and payment shall be prorated to the Sponsor's next billing period on or after the 30-day notification.
- d. If (i) Client terminates this Agreement for any reason, (ii) this Agreement is deemed cancelled for Client's failure to provide the advertisements, materials necessary for StyleBlueprint to perform the Services in accordance with StyleBlueprint's required specifications or an acceptable substitute in StyleBlueprint's reasonable discretion, or (iii) StyleBlueprint terminates this Agreement for Client's material breach, all amounts due for Services fulfilled by StyleBlueprint as of the date of termination, including associated amortized fees and costs, will immediately become due and payable under this Agreement that, by their nature, are intended to survive any termination or expiration of this Agreement will survive.

Initial here to agree to the above termination terms and conditions:

1. **Representations and Warranties.** Client represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations under this Agreement; (b) it holds all of the necessary rights to permit the use of the advertisements and all materials and content it provides under the such use, including, without limitation, names, portraits, likenesses, testimonials, photographs, illustrations, graphics, audio clips, video clips, text, data, copyrighted material, or any other information, content, display, or material (whether written, graphic, sound, or otherwise) (collectively, the "Materials") reproduction, distribution, or transmission of the Materials and any material or content accessible or acquired through the advertisement will not violate rules, or regulations or any rights of any person or entity, including, without limitation, infringement or misappropriation of any copyright, patent, trademark, defamation, invasion of privacy or rights of publicity, violation of any anti-discrimination law or regulation, or any other right of any person or entity; (d) it will contain no inaccuracies of fact; (e) it will fulfill all representations and commitments made in the Materials; and (f) it will act at all times in accordance with applicable laws, rules, and regulations in connection with these Terms and Conditions.

B.

2. **Indemnification.** Client indemnifies and will hold harmless StyleBlueprint and its affiliated companies and its and their respective employees, owners, directors, shareholders, members, partners, agents, contractors, and representatives from and against any and all death, personal injury, property damage or claim of liability, expenses, fines and penalties including attorneys' fees arising from the Client's breach of any of the representations, warranties, or this Agreement; the use of Client's products or services; or the use, reproduction, distribution, or transmission of the Materials. Client may not settle hereunder without the indemnified party's prior written approval (not to be unreasonably withheld, conditioned, or delayed). Client may not, without the consent of the party entitled to be indemnified, enter into any settlement agreement regarding any claim under this Section that (i) admits fault or liability to be indemnified; (ii) places future obligations on the party entitled to be indemnified; or (iii) is not confidential by its express terms.
3. **Disclaimer.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, STYLEBLUEPRINT EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING SERVICES, INCLUDING ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY WARRANTY REGARDING (A) THE NUMBER OF PERSONS WHO WILL ACCESS ANY ADVERTISING OR OTHER CONTENT PUBLISHED UNDER THIS AGREEMENT, (B) THE BENEFIT CLIENT MIGHT OBTAIN FROM THE PUBLICATION OF SUCH ADVERTISING OR CONTENT, AND (C) THE SPEED, ACCESSIBILITY, OR FUNCTIONALITY OF SUCH PUBLISHED ADVERTISING OR CONTENT. THIS DISCLAIMER WILL APPLY EVEN IF THE EXPRESS WARRANTIES IN THIS AGREEMENT FAIL IN THEIR ESSENTIAL PURPOSE.
4. **Limitation of Liability.** IN NO EVENT WILL STYLEBLUEPRINT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER STYLEBLUEPRINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF, DESPITE THE FOREGOING, LIABILITY IS IMPOSED ON STYLEBLUEPRINT FOR ANY REASON, IN NO EVENT WILL STYLEBLUEPRINT BE LIABLE TO CLIENT FOR ANY AMOUNT GREATER THAN THE AMOUNT PAID BY CLIENT TO STYLEBLUEPRINT UNDER THIS AGREEMENT FOR THE MOST RECENT THREE-MONTH PERIOD PRIOR TO A CLAIM BY CLIENT.
5. **Non-Assignment/No Partnership.** Client will have no right to assign this agreement, or any provision of this Agreement, without the written permission of StyleBlueprint. The parties to this Agreement are independent contractors with respect to each other and with respect to all matters arising under this Agreement. Nothing in this Agreement establishes a partnership, joint venture, association, or employment relationship between the parties and/or any exclusive agent. Without limitation on the foregoing, neither party will have the right to bind the other party to any agreement, covenant, or obligation of any kind without the consent of such other party in each instance.
6. **Force Majeure.** If StyleBlueprint's performance of the Services or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond StyleBlueprint's reasonable control ("Force Majeure"), StyleBlueprint will use reasonable efforts under the circumstances to avoid or remove such causes and will proceed to perform promptly whenever such causes are removed or ceased. The term Force Majeure will include, without limitation, God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, or acts of terrorism.
7. **Miscellaneous.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of the Agreement and may be amended only by a writing signed by an authorized representative of each party. This Agreement will be binding on, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns. This Agreement will be construed in accordance with the laws of the State of Tennessee. Any and all disputes or claims arising out of or related to this Agreement must be settled in a court of competent jurisdiction in Davidson County.

Blueprint.Inc Signature:

Liza Graves

Partner Signature:

Approved as to Legal Form:

C. Tim Tisher

C. Tim Tisher, City Attorney

B.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS FOR ADVERTISING IN THE 2024 TENNESSEE VACATION GUIDE IN THE AMOUNT OF \$5,000

RECOMMENDATION: Approve.

INFORMATION: The annual vacation guide for the State of Tennessee is a highly sought-after vacation planning resource, distributing over half a million print copies and millions of online digital pageviews. Visit Columbia will purchase a 1/3 page ad in the amount of \$5,000.

CERTIFICATION: The Chief Financial Officer certifies that \$5,000 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.



Advertiser (Bill To):

**Kellye Murphy
City of Columbia**

700 North Garden Street
Columbia, TN 38401

931-560-1510 | kmurphy@columbiatn.com

Agency :

No Contact

Sales Rep(s)

(15) Maryann Stafford

mstafford@livmedia.com

Publication: Tennessee Vacation Guide

Contract Status: Proposed-Sent Out

Billing Email: NONE

Contract Description: 1/3 vertical ad, 2 featured attraction listings, Local Resources listing-highlighted, READER RESPONSE

PRINT

Pub / IO #	Issue	Onsale Date	Position	Description
0201 / 117107 Ad Close Date : 10/26/2023	07		SA - Basic	Listing, Attraction
Item : DISCOUNT- COMP APPROVED				
Headline : TBD				
0201 / 117106 Ad Close Date : 10/26/2023	07		SA - Basic	Listing, Attraction
Item : DISCOUNT- COMP APPROVED				
Headline : TBD				
0201 / 117105 Ad Close Date : 10/26/2023	07		GEN	Print, 1/3 vertical
Item : DISCOUNT- COMP APPROVED				
Headline : Special Instructions : Put on page with Rutherford and Goodlettsville				

Special Instructions

Total Summary

Space : \$11,775.00

ADJ / DISC : \$-6,775.00

Agency DISC : \$0.00

Sales Tax : \$0.00

Contract NET : \$5,000.00

PLEASE NOTE OUR ADDRESS HAS CHANGED

Advertisement Terms**TERMS**

NET 30 DAYS FROM DATE OF INVOICE. Rates are net unless otherwise indicated. Finance charge at a MONTHLY RATE of 1.5% is added to contracted balance if unpaid for 30 days. This is an annual percentage rate of 18%.

Credit Card Processing Fee

All payments processed by a credit card will have a 3% processing fee added to the balance.

CONDITIONS

This is an order and authorization to secure advertising space with Journal Communications Inc.

In the event the Advertiser or Agency needs to cancel the contracted advertising space, the Advertiser or Agency is required to submit written notice of cancellation within 7 days of contract, via certified mail, to Publisher.

In the event the Advertiser or Agency fails to adhere to the deadline for submitting ad materials as stated, Publisher will run a previous ad or run the Advertiser's name and address in the space committed for the ad.

Publisher reserves the right to hold the Agency and/or Advertiser jointly and severally responsible for monies due and payable to Publisher. It is further agreed that the Agency and/or Advertiser will pay a reasonable collection/ attorney's fee in the event that it is necessary to place this account in the hands of a collection agency/attorney for collection for any reason. Venue for any disputes arising hereunder shall be at Williamson County, Tennessee. Tennessee Law shall govern all provisions of this contract. The Agency agrees that it is acting for its disclosed principal, the Client, and as such binds itself and the Client to the terms and conditions of this contract. Agency shall be liable for payment of sums due hereunder.

Publisher may look to either Agency or Advertiser for payment. Payment by Advertiser to Agency does not alleviate obligation of Advertiser to Publisher for payment in full. The Publisher is not responsible for any errors in type set by the Publisher for advertisements that have been proofed and approved by the Advertiser or its Agency.

PROOFING POLICY

A PDF color proof will be emailed for approval prior to publication for all original ads. Changes requested by the Advertiser and/or Agency on this proof will be provided at no charge, and a second proof will be emailed if requested. ***Any changes requested by the Advertiser subsequent to the second proof will be billed for production time at an hourly rate (minimum \$50).***

Journal Communications Inc. does not provide a proof for ads submitted digitally or as film. Ad content subject to Publisher's approval. It is understood the Advertiser and/or Agency has approved the material prior to its receipt. Publisher will conclude that the files are set up as Advertiser and/or Agency intends them to be produced and we will output the ad as supplied. Publisher is not responsible for the final quality of the ad. If there is a pre-press problem with the submitted digital file, any extra charges incurred will be billed to the Advertiser and/or Agency with a detailed explanation of the problem.

Production Specifications**SUBMITTING A DIGITAL AD**

For submitted digital files, our free services include checking Advertiser- and/or Agency-submitted files to ensure they meet our specifications for magazine printing. Journal Communications is not responsible for enhancing your digital files, resizing to match ad space purchased or proofreading for spelling and grammatical errors. The quality of submitted digital files is the responsibility of the submitter.

If files deviate from the size or specifications on the Digital Submission form, the files will be rejected and must be resubmitted. Please proof your ad carefully before submission. Resubmitted files will be subject to a \$50 processing fee.

We do not provide a proof for ads we did not produce. It is understood that the files are set up as the Advertiser intended and were approved prior to submission to Journal Communications Inc.

Any extra charges incurred by Journal Communications Inc. due to problems with supplied files will be billed to the Advertiser with a detailed explanation of the problem.

ORIGINAL ADS

Journal Communications Inc. can assist in producing an original ad. Advertiser and/or Agency should provide a basic layout with all necessary materials to produce ad. The advertising salesperson will assist in this process. Journal's Ad Production division provides basic typesetting and design services for original ads free of charge. **These do not include services that an advertising agency would provide.** Journal Communications free basic typesetting and design services include:

- Typing customer-provided text
- Choosing a visually pleasing, professional font
- Placing logo and/or photos in provided layout.

Custom production work, such as cleaning up rough logos, resetting logos, drawing maps and outlining photos, can be performed at an extra charge. Custom work is billed at \$75/hour.

Custom photo work, such as feathering, fading or custom edging, can be performed at a fixed rate per photo. *Please note: All charges/rates listed are subject to change.*

FORMATTED ADS

- If ads produced by the Publisher are formatted in the style approved by the magazine client.
- Visit ads.jnlcom.com for specifications and submission guidelines.
- A low res color PDF proof will be emailed prior to publication.
- Custom production work available at an hourly rate of \$75/hour.

Please note: All charges/rates listed are subject to change.

ONLINE ADS

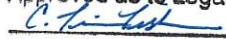
Visit livmedia.com/ads for submission guidelines.

LISTING ENHANCEMENTS

For enhancements that include a logo, new logos must be submitted by the materials deadline on the contract. Logos that are not received by the deadline will receive a standard logo to be determined by the Publisher.

I, _____, hereby authorize, and agree to all terms and conditions of, this contract.

Approved as to Legal Form:


C. Tim Tisher, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND MY EMMA BY MARIGOLD FOR EMAIL MARKETING SERVICES IN THE AMOUNT OF \$1,287

RECOMMENDATION: Approve.

INFORMATION: 'My Emma' is an email marketing services platform that we will contract with to create a new, quarterly newsletter from Visit Columbia to our visitor database that highlights attractions and upcoming events.

CERTIFICATION: The Chief Financial Officer certifies that \$1,287 is budgeted and unencumbered in Tourism Enhancement - Software Maintenance.



11 LEA AVENUE
NASHVILLE, TN 37210

Order Form

ORDER INFORMATION

Order Number:	Q-79115	Order Created Date:	9/12/2023, 3:43 PM
Prepared For:	City of Columbia, TN	Order Start Date:	11/1/2023

PRIMARY CONTACT

Name:	Jacey Bomar	Address:	City of Columbia, TN 700 N Garden St Columbia, Tennessee 38401-3224 United States
Email:	jbomar@columbiatn.com		
Phone:	9315601512		

BILLING CONTACT

Name:	Jacey Bomar	Address:	700 N Garden St Columbia, Tennessee 38401-3224 United States
Email:	jbomar@columbiatn.com		
Phone:	9315601512		

ORDER TERMS

By signing this Order Form, I confirm that the primary and billing contact information listed above is correct.

Customer PO # (if required):

Payment Term:	Net 30
Quote Expiration Date:	10/27/2023
Currency:	USD

Product Name	Quantity	Start Date	End Date	Monthly Sales Price	Payment Frequency	Total Sales Price
Emma Lite	10,000	11/1/2023	10/31/2024	USD 99.00	Annual	USD 1,188.00
Custom Account Training	1	11/1/2023	10/31/2024	USD 0.00	One-Time	USD 99.00
Period 1 Total Amount						USD 1,287.00

This Order Form is governed by the Services Agreement located at

www.meetmarigold.com/services-agreement/

(the "Agreement") and incorporated herein by reference. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. By signing below you acknowledge that, (a) you have read, understood and agree to the Agreement, (b) you have the authority to bind your company or other legal entity to this Order Form, and (c) you agree to pay the Fees set forth herein.

Product Name

Detail

Emma Lite

Email solution that permits scheduling and sending of unlimited email campaigns to the number of Active Contacts listed in the product table. Includes 1 sub-account, 5 User credentials, and 2 role (user permission) types.

An "Active Contact " means a Contact in Customer's account with a status listed as 'Active' in the Audience section of the account at any point during the calendar month. Contacts archived prior to the start of a calendar month will not be considered an Active Contact for that month.

Custom Account Training

Kickoff call (15 minutes) | Screen-share training (two recorded one 1-hour screen shares)

Overage Detail

Emma Lite	Overage will be Invoiced at \$0.04 per contact
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Renewal:

Except where prohibited by applicable Law, this Ordering Document and all non-expiring items added during the course of the Order Term, shall automatically renew for additional periods equal in duration to the original Order Term or one year, whichever is greater, unless either party gives the other notice of non-renewal at least 30 days before the end of the Order Term (or, if applicable, any renewal of the Order Term).

Fees at Renewal: Unless otherwise stated on this Order Form, fees for renewal terms will be set at 7% over the immediately preceding Order Term (exclusive of Sales tax) for the same products and quantities. Except any fees that are designated in this Order Form as promotional or 'one-time', no fee change will be effective until renewal of that Service. Upon expiration of the applicable Order Term, Customer will automatically be charged in accordance with the payment method specified on this Order Form for renewal unless Customer terminates its account in accordance with the Agreement.

Pricing: The pricing and terms applicable to this Order Form are specific to the products, limits and volumes contained within this Order Form, and Customer remains subject to the terms and conditions in the Agreement for any use of the Services in excess of such products, limits, and volumes in this Order Form.

Usage-Based Fees: Customer acknowledges and agrees that fees for certain features of the Services may be assessed based on Users' actual usage of those features. Customer agrees to pay for Users' usage of any such features.

Taxes: All fees stated in this Order Form are exclusive of any applicable taxes ("Customer's Taxes"). If Company has the legal obligation to pay or collect Customer's Taxes, Company will invoice Customer and Customer shall pay for Customer's Taxes. If Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority, Company shall not invoice Customer for Customer's Taxes. Customer shall pay Customer's Taxes according to Company's invoice with no reduction or offset in the amounts payable to Company. Customer shall promptly reimburse Company for any and all of Customer's Taxes (and any applicable penalties) that Company is required to pay in connection with the Agreement upon receipt of Company's invoice.

Emma

City of Columbia, TN

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Approved as to Legal Form:



C. Tim Tisher, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lindsay W. Barrier, Sr. Administrative Assistant, lbarrier@columbiatn.com, 931.560.1527

AGENDA ITEM TITLE: APPROVE REIMBURSEMENT IN THE AMOUNT OF \$149,850 TO LPT, LLC FOR PRELIMINARY ACCEPTANCE OF GREYSTONE SUBDIVISION IN THE CITY OF COLUMBIA, TENNESSEE – WARD 5 – DEVELOPMENT SERVICES

RECOMMENDATION: Approve.

INFORMATION: On March 17, 2021, a Surety Guarantee in the amount of \$166,500 was deposited from LPT, LLC to ensure the completion of roads, striping, signage, drainage, grading and street lighting in Greystone Subdivision. At this time, LPT, LLC is requesting preliminary acceptance for Greystone Subdivision. All applicable departments have inspected the development and the developer made all corrections to receive preliminary acceptance. The City will retain \$16,650 for a twelve-month period before City Council will be requested to accept this maintenance of roads and drainage. You are seeing the request because the developer chose to deposit funds rather than obtain a Letter of Credit.

ATTACHMENTS: Surety Guarantee; Preliminary Acceptance Request; Preliminary Acceptance; Final Plat

Surety Guarantee

DATE: March 7, 2021

EXPIRATION DATE: March 7, 2022

TO: CITY OF COLUMBIA
700 NORTH GARDEN STREET
COLUMBIA, TENNESSEE 38401

RE: Deposited Check #1198 from LPT,LLC for Greystone Subdivision, Columbia, Tennessee 38401.

The Developer hereby issues in your favor a business check for the account of LPT,LLC for an amount not to exceed in the aggregate U.S. Dollars \$166,500.00 effective 5/10/2017. The purpose of this Deposited Business Check # 1198 is to ensure the completion of roads, striping, signage, curbing sidewalks, drainage, grading and street lighting for Subdivision, Columbia, Tennessee 38401 as required by the City of Columbia.

These funds are available if LPT LLC fail to perform the completion of roads, striping, signage, curbing, sidewalks, drainage, grading or street lighting for Greystone Subdivision, Columbia, Tennessee 38401 as required by the City of Columbia.

It is a condition of this surety that it shall be deemed automatically extended, without amendment for a one (1) year period from the expiration date shown here on, or any future expiration date unless at least (60) days prior to any expiration date the developer sends notice to the City of Columbia by Registered Mail that they elect not to renew this Letter of Credit for any such additional period.


OWNER

LPT LLC.
DEVELOPER


TITLE

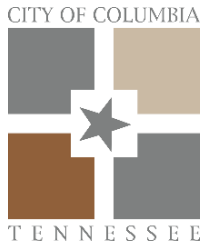
TITLE

ATTEST:

ATTEST:

Donna K. Morris
Planning Tech
TITLE

Donna K. Morris
Planning Tech
TITLE



Development Services

September 20, 2023

Mr. Larry Reaves
210 Jackson Heights Rd
Columbia, TN 38401

RE: Preliminary Acceptance of Greystone

Dear Mr. Reaves:

The City of Columbia received your request for preliminary acceptance of the Greystone Subdivision. The Engineering and Public Works Departments have sent you items that needed to be corrected and those items are complete.

At this time you are granted preliminary acceptance of Greystone Subdivision, and should reduce your cash surety to \$16,650 for for a 12 month maintenance period.

At the end of the 12 month maintenance period you should write a letter requesting final acceptance, which will initiate the Development Services Department to prepare a resolution for City Council. Please feel free to call if you have any questions or need any additional information.

Respectfully,

A handwritten signature in blue ink, appearing to read "Glenn Harper".

Glenn Harper

Glenn Harper, P.E.
City Engineer

LPT LLC

210 Jackson Heights road

Columbia TN 38401

This letter is to formally request preliminary acceptance of Greystone Subdivision. Greystone Subdivision is located at 607 Bear creek Pike Columbia Tennessee. Tax Map 91, Parcel 13.00 and consists of 30 residential lots. Ninety percent of the homes in the subdivision are completed at this time. Please inform us of inspections and other processes needed to complete the acceptance by the city of Columbia.

Thank You

Larry Reaves Chief Manager LPT LLC

Larry Reaves



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kim Dale, Assistant City Recorder, kdale@columbiatn.com , 931-560-1579

AGENDA ITEM TITLE: APPROVE THE CERTIFICATION OF CITY OF COLUMBIA REAL AND PERSONAL PROPERTY TAX ASSESSMENTS FOR THE YEAR 2023

RECOMMENDATION: Approve.

INFORMATION: The City Recorder is certifying and submitting the City real and personal property tax assessments, for the year 2023, as assessed by Mr. Bobby Daniels, Maury County Tax Assessor.

The real estate property taxes are assessed at \$1,491,711,555 with tax revenue of \$12,308,158. Agricultural land taxes are assessed at \$5,735,975 with tax revenue of \$47,328. The personal property taxes are assessed at \$129,933,993 with tax revenue of \$1,072,085. The total tax revenue billed is \$13,427,571 and there are 22,146 tax notices. The City tax rate is \$0.8251 for each \$100 of assessed value.



CITY RECORDER'S OFFICE

September 25, 2023

STATE OF TENNESSEE
COUNTY OF MAURY
CITY OF COLUMBIA

I, Thad H. Jablonski, City Recorder, do here by certify that the foregoing roll of tax assessments for the year 2023 upon real estate and personal property located within the City of Columbia, as assessed by Bobby Daniels, County Tax Assessor, is a true and correct copy of said complete assessment to date as made by the County Tax Assessor, and that the aggregate amount of said assessments as contained in said roll both real estate and personal property is as follows:

	<u>Assessment</u>
Real Estate	\$1,491,711,555
Roll Back	5,735,975
Personal	<u>129,933,993</u>
Total	\$1,627,381,523

This the 25th day of September, 2023.

Thad H. Jablonski
City Recorder

2023 TAX ROLL

	<u>ASSESSMENT</u>	<u>TAX</u>
REAL ESTATE	\$ 1,491,711,555.00	\$ 12,308,158.00
AGRICULTURAL LAND	\$ 5,735,975.00	\$ 47,328.00
PERSONAL	\$ 129,933,993.00	\$ 1,072,085.00
UTILITIES		
	\$ 1,627,381,523.00	\$ 13,427,571.00
NUMBER OF TAX BILLS	22,146	
TAX RATE \$0.8251 FOR 2023		

2022 TAX ROLL

	<u>ASSESSMENT</u>	<u>TAX</u>
REAL ESTATE	\$ 1,396,468,440.00	\$ 11,522,272.00
AGRICULTURAL LAND	\$ 5,216,275.00	\$ 43,039.00
PERSONAL	\$ 121,490,851.00	\$ 1,002,421.00
UTILITIES		
	\$ 1,523,175,566.00	\$ 12,567,732.00
NUMBER OF TAX BILLS	21,358	
TAX RATE \$0.8251 FOR 2022		

REAL ESTATE (increase in assessed value)	\$ 95,762,815.00	\$ 790,175.00
PERSONAL (increase in assessed value)	\$ 8,443,142.00	\$ 69,664.00
TOTAL INCREASE	\$ 104,205,957.00	\$ 859,839.00



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

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

AGENDA ITEM TITLE: APPROVE THE BID AWARD TO MGM TARGETS OF CALDWELL, IDAHO, FOR THE PURCHASE OF A 1200 SQUARE FOOT SIMUNITIONS PORTABLE SHOOHOUSE IN THE AMOUNT OF \$70,799.

RECOMMENDATION: Approve the purchase of a 1200 square foot simulations portable shoot house.

INFORMATION: The MGM Target Simunition Portable Shoot House is a non-ballistic training tool for adaptive urban environment training, building search, and clearing, as well as force-on-force training.

MGM portable shoot House uses a simple assembly process that makes assembling, rearranging, and disassembling a house quick and easy. Within minutes two users can have a training atmosphere assembled and ready to use.

The simunition house is designed for use with simulated ammunition rounds, marking rounds and blanks. Allowing Officers to experience live action training without the danger of live ammunition.

The shoothouse will be placed and used at the Columbia Police Department firearms range.

CERTIFICATION: The Chief Financial Officer certifies that \$70,799 is budgeted and unencumbered in Police-Support Services - Other Improvements

All-inclusive charge for 1,200 Square foot Simunitions Portable Shoot House.

\$ 70,799.00 SEVENTY SEVEN THOUSAND SEVEN HUNDRED NINTY NINE DOLLARS

In compliance with this Invitation for Bid for 1,200 Square Foot Simunitions Portable Shoot House and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted below. The award, if made, shall be for a one-year period and may be renewed at the option of the City for two consecutive one-year periods. The prices per item adjustment not to exceed the price per item as bid below for the respective renewal period.

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

Vendor Name: **MGM TARGETS INC.**

Vendor Signature:  _____ Date: **10 SEPT 23**



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

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

AGENDA ITEM TITLE: APPROVE THE BID AWARD TO MGM TARGETS OF CALDWELL, IDAHO FOR PURCHASING A FIREARMS TARGET SYSTEM IN THE AMOUNT OF \$54,232

RECOMMENDATION: Approve the purchase of an electric twelve-target, 180-degree turning firearms target system.

INFORMATION: A bid was recently put out for an all-electric wirelessly controlled 180-degree twelve-turning target system for the firearms range. This type of unit has become a staple for law enforcement ranges and qualifications. The 180-degree turning option provides several opportunities for advanced training. The City received one bid from MGM Targets of Caldwell, Idaho.

CERTIFICATION: The Chief Financial Officer certifies that \$54,232 is budgeted and unencumbered in Police - Support Services – Other improvements.

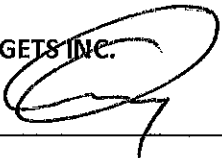
All-inclusive charge for 12 target, 180 degree turning target system.

\$ 54,232.00 FIFTY FOUR THOUSAND TWO HUNDRED THIRTY TWO DOLLARS.

In compliance with this Invitation for Bid for Firearms Target System and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted below. The award, if made, shall be for a one-year period and may be renewed at the option of the City for two consecutive one-year periods. The prices per item adjustment not to exceed the price per item as bid below for the respective renewal period.

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

Vendor Name: MGM TARGETS INC.

Vendor Signature:  **Date: 10AUG23**



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lindsay W. Barrier, Sr. Administrative Assistant, lbarrier@columbiatn.com, 931.560.1527

AGENDA ITEM TITLE: APPROVE BID AWARD AND EXECUTION OF CONTRACT WITH N & S WATERPROOFING, LLC FOR THE REHABILITATION OF CITY OF COLUMBIA PARKING GARAGE IN THE AMOUNT OF \$675,790

RECOMMENDATION: Approve contract with N & S Waterproofing, LLC

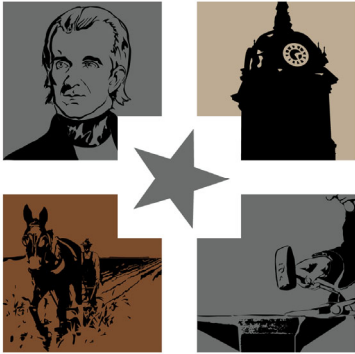
INFORMATION: In response to requests for bids for the Rehabilitation and Waterproofing of City of Columbia parking garage, two responsive bids were received on September 19, 2023. The bids were from Volunteer Restoration in the amount of \$779,052 and N & S Waterproofing in the amount of \$675,790. Morrison Engineering, LLC, the consulting engineer on this project, recommends bid award to N & S Waterproofing, LLC in the amount of \$675,790.

SPECIFICATIONS, BID, AND
CONTRACT DOCUMENTS FOR

REHABILITATION AND WATERPROOFING
OF CITY OF COLUMBIA PARKING GARAGE
FISCAL YEAR 2023-2024
IN THE CITY OF COLUMBIA, TENNESSEE

CONTRACT #E 2023-02

CITY OF COLUMBIA



T E N N E S S E E



Prepared For:

CITY OF COLUMBIA

*ENGINEERING DEPARTMENT
COLUMBIA, TENNESSEE 38401
(931) 560-1560*

Prepared By:

**MORRISON
ENGINEERING, LLC.**

*PO Box 7
CHAPEL HILL, TENNESSEE 37034
(931) 436-8369*



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Contract prepared by:



Jonathan A. Morrison, P.E.
Morrison Engineering, LLC

Approved as to Legal Form:

Tim Tisher, City Attorney

INVITATION TO BIDDERS

Date: August 25, 2023

Separate sealed BIDS for Rehabilitation and Waterproofing of City of Columbia Parking Garage in the City of Columbia, Tennessee will be received by the City of Columbia, OWNER at City Hall, the Office of the City Engineer, 700 N. Garden St., Columbia, Tennessee, 38401, until **10:00 A.M.**, C.D.T., local time, on **September 19, 2023** and then at said place publicly opened and read aloud.

The Work to be done consists of the providing labor, materials, equipment, insurance, and bonds to rehabilitate and waterproof the existing parking structure and façade at the corner of N. Main Street and East 6th Street

No BIDS will be received or accepted after the above specified time for the opening of BIDs. BIDs submitted after the designated hour will be deemed invalid and returned unopened to the Bidder.

Copies of electronic BIDDING DOCUMENTS may be obtained from the Morrison Engineering, LLC (931) 436-8369. Send all requests to MorrisonEngineeringLLC@gmail.com. Electronic bidding documents will be available on Friday, August 25th, 2023 after 10:00 a.m.

BIDS shall be accompanied by a cashier's check or BID Guarantee bond in the amount not less than five percent (5%) of the BID made payable to the City of Columbia, OWNER, and subject to the conditions provided in the INSTRUCTIONS FOR BIDDERS.

The successful Bidder will be required to furnish an acceptable PERFORMANCE AND PAYMENT BOND, each in the amount of one hundred percent (100%) of the contract price. All bids submitted must conform to the requirements of the Tennessee Code Annotated 62-6-119.

The project herein described is to be completed within 120 calendar days from the date of award of contract. Liquidated damages for delay of completion of contract will be in accordance with the AGREEMENT (Contract).

No Bidder may withdraw his BID within ninety (90) days after the actual BID date of the opening thereof.

All Bidders must be licensed and insured CONTRACTORS to perform the type work herein described as required by Tennessee Code Annotated. BIDs must be submitted at the time and place indicated in the INVITATION TO BIDDERS and shall be included in **a sealed envelope marked:**

1. Project title,
2. Bidder's name and address,
3. Bidder's Tennessee CONTRACTORS License Number and Expiration Date,
4. Bidder's License Classification,
5. Contract for which BID is enclosed.
6. Business phone number and email address of contact person.

A non-mandatory **Pre-Bid Meeting** will take place at the City of Columbia Conference Room B located at 700 North Garden Street, Columbia, TN 38401, on Thursday, September 7, 2023 at 2:00 p.m. C.D.T.

The City of Columbia is an equal opportunity affirmative action employer, drug-free with policies of non-discrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service.

Questions may be addressed to Morrison Engineering, LLC., Jonathan Morrison, P.E., MorrisonEngineeringLLC@gmail.com

The OWNER reserves the right to waive any irregularities or reject any or all BIDS.

Jonathan Morrison, P.E.
Morrison Engineering, LLC., DESIGNER
(931) 436-8369

Office of the City Engineer
City of Columbia, Tennessee, OWNER

END OF SECTION

SECTION 1, PAGE 1

SECTION 3

BID SUBMITTAL FORM AND PROPOSAL

CITY OF COLUMBIA, TENNESSEE

**700 NORTH GARDEN STREET
COLUMBIA, TENNESSEE 38401**

**REHABILITATION AND WATERPROOFING
OF CITY OF COLUMBIA PARKING GARAGE
CONTRACT # E-2023-02**

Bid Submittal Form and Proposal

Project: REHABILITATION AND WATERPROOFING OF CITY OF COLUMBIA PARKING GARAGE

Bidder's Name: N & S Waterproofing, LLC.

Business Address: 4061 Powell Avenue, Nashville, TN 37204

Business Telephone No.: 615-298-1402

Company Name: N & S Waterproofing, LLC.

Contractor's License No. TN 55151

and Classification: BC, BC-14

License Expiration Date: 07/31/2025

Liability Insurance _____

Carrier: Zurich American Insurance Company

Policy Number GLO105950205

Automobile Insurance _____

Carrier: Zurich American Insurance Company

Policy Number BAP105950305

Workmen's

Compensation Carrier: Zurich American Insurance Company

Policy Number WC105950105

In accordance with the specifications and other bid requirements provided, the undersigned agrees to provide the project at the total bid price set forth below. This is a firm bid and not subject to withdrawal or change by the bidder for a period of ninety (90) days.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any irregularities in the bidding for the best interest of the City.

The Bid includes all labor, equipment, and materials to perform the construction installation outlined in the drawings and specifications. Bidder acknowledges that the Bid Price includes an amount considered by Bidder to be adequate to cover overhead and profit for each item, and any estimated quantities are not guaranteed.

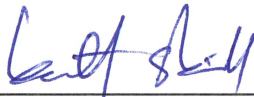
Bidder acknowledges receipt of Addendum(s) Addendum No. 1

on date 09/13/2023

Lump Sum Total Bid Price \$ 675,790.00

Lump Sum Total Bid Price (in words) Six Hundred & seventy-five Thousand,
seven hundred & ninety dollars & NO/100

Print Bidder's Name: N & S WATERPROOFING, LLC.
GRANT NEWM, CEO

Bidder's Signature: 

Title of Above: CEO

Date: 9/19/2023 Seal – If Bid is by a Corporation

Attest: 

REHABILITATION AND WATERPROOFING OF CITY OF COLUMBIA PARKING GARAGE

CONTRACT #E-2023-02 FY 2023-2024

PRE-CONSTRUCTION NOTES

A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH PARTIES REPRESENTING THE OWNER, THE ENGINEER, AND THE GENERAL CONTRACTOR. THE PURPOSE OF THIS MEETING IS TO DISCUSS THE PROCESS FOR COMMUNICATION BETWEEN THE INTERESTED PARTIES. THE MEETING WILL INCLUDE, BUT IS NOT LIMITED TO:

- REGULARLY SCHEDULED MEETINGS
 - WHEN
 - WHERE
 - FREQUENCY
 - ATTENDANCE OR PHONE IN
 - MEETING LENGTH
- CONSTRUCTION MEETING MINUTES
 - MINUTES FORMATTING
 - MINUTES RECORDED AND DISTRIBUTED BY THE CONTRACTOR
- FORMAL CHANGES IN THE WORK
 - MODIFICATIONS BY THE ENGINEER OF RECORD (ADDENDA)
 - CHANGE ORDERS BY THE CONTRACTOR
 - TRACKING CHANGES
- REQUESTS FOR INFORMATION (RFI'S)
 - TRACKING RFI'S
 - WHO SHOULD BE CONTACTED FOR RFI'S
 - RECOMMENDED TIME FOR A RESPONSE
- SUBMITTALS
 - TRACKING SUBMITTALS
 - SUBMITTAL SCHEDULE
 - WHO SHOULD BE CONTACTED FOR SUBMITTALS
 - CONTRACTOR SHALL REVIEW AND APPROVE (STAMP) SUBMITTALS BEFORE SUBMITTING FOR OWNER REVIEW
 - SUBMITTALS BEYOND THE SUBMITTAL SCHEDULE MAY NOT BE REVIEWED
 - RECOMMENDED SUBMITTAL REVIEW PERIOD
- SUBSTITUTIONS
 - SUBSTITUTIONS ARE ALLOWED, PENDING APPROVAL
- PAYMENT APPLICATIONS
 - PROCESS
 - APPLICATION DUE DATE
 - PAYMENT TURN-AROUND
- PUNCH LISTS
 - OWNERS TEAM TO PERFORM ONE PUNCH WALK
 - PRIOR TO PUNCH WALK, CONTRACTOR TO MAKE A PUNCH LIST

PROJECT CONTACTS

ENGINEER MORRISON ENGINEERING PO BOX 7 CHAPEL HILL, TN 37034	JONATHAN MORRISON, PE (931) 436-8369 MORRISONENGINEERINGLLC@GMAIL.COM
BUILDING OWNER CITY OF COLUMBIA 700 N. GARDEN STREET (931) 560-1560	GLENN HARPER, PE (931) 560-1537 GHARPER@COLUMBIATN.COM

DRAWING CLARIFICATION

- UNLESS OTHERWISE NOTED OR INDICATED, ALL DIMENSIONS ON THESE DOCUMENTS SHALL BE TO FACE OF CURB, FACE OF CONCRETE OR MASONRY, FACE OF FINISH OR CENTERLINE OF GRIDS.
- ALL VERTICAL DIMENSIONS SHOWN ARE FROM FLOOR SLAB, U.N.O.
- THE TERM "ALIGN", AS USED IN THESE DOCUMENTS, SHALL MEAN TO ACCURATELY LOCATE FINISHES IN THE SAME PLANE.
- "TYPICAL" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION IS THE SAME OR REPRESENTATIVE FOR ALL SIMILAR CONDITIONS THROUGHOUT, U.N.O.
- DETAILS ARE USUALLY KEYED AND NOTED "TYPICAL" ONLY ONCE, WHEN THEY FIRST OCCUR AND ARE REPRESENTATIVE OF ALL SIMILAR CONDITIONS THROUGHOUT, U.N.O.
- COLUMN CENTERLINES ARE SHOWN FOR DIMENSIONING PURPOSES.

DRAWING INDEX

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I001	PROJECT INFORMATION	08-24-2023
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102	PLAN VIEW LEVEL 5 & 6	08-24-2023
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SCOPE OF WORK

- ALL LEVELS OF PARKING STRUCTURE TO RECEIVE SIKA SIKALASTIC 710/715 TRAFFIC SYSTEM, (OR EQUIVALENT) POLYURETHANE VEHICULAR TRAFFIC COATING, INCLUDING SURFACE PREPARATION AND SPALL REPAIRS.
- CUT OUT AND RECAULK ALL SLAB JOINTS BEFORE TRAFFIC COATING APPLICATION. ENSURE JOINT SEALANT MATERIALS ARE COMPATIBLE WITH TRAFFIC COATING.
- CUT OUT AND RECAULK ALL VERTICAL EXPANSION JOINTS WITH APPROPRIATE MATERIALS
- PRESSURE WASH ENTIRE PARKING STRUCTURE BEFORE ANY APPLICATION OF WATERPROOFING MATERIALS
- ANY SPALLS REPAIRS SHALL BE CUT SQUARE AND PATCHED
 - ANY SPALL THAT ENCOUNTERS REBAR SHALL BE TREATED WITH A RUST INHIBITOR
- ALL BRICK VENEER SHALL BE REPAIRED PER SPECIFICATIONS PROVIDED. MORTAR COLOR TO BE APPROVED BY OWNER. MORRISON ENGINEERING, LLC ESTIMATES 1,500 LINEAR FEET OF REPAIRS. SELECTED CONTRACTOR TO VERIFY AND REPORT
 - AFTER REPAIRS, BRICK SHALL BE COATED WITH WATER REPELLENT (40% SOLIDS, MIN)
- REPAIR/REPLACE ALL MORTAR JOINTS ON CAPSTONES AROUND TOP PERIMETER OF BUILDING
 - AFTER REPAIRS, CAPSTONES SHALL BE COATED WITH WATER REPELLENT (100% SOLIDS)
- REMOVE AND PLACE NEW REGLET FLASHING AT LEVEL 6 CONCRETE DECK TO BRICK BUILDING INTERFACE
- PLACE EXPANSION JOINT MATERIALS ALONG CONCRETE DECK TO ADJACENT BRICK BUILDING (LEVELS 4 AND 6)
- PREPARE AND RECOAT ALL STEEL SURFACES, AS SPECIFIED.
 - STRUCTURAL STEEL BARRIERS ON LEVEL 5 AND 6.
 - WIRE SCREENS LOCATED IN "WINDOW" OPENINGS
 - STEEL FRAMES ON EAST SIDE OF BUILDING
 - BRICK LINTELS
 - DRAIN PIPES
- PREPARE AND RECOAT ALL CONCRETE AND CMU SURFACES, AS SPECIFIED
- REMOVE (2) GATES ON WEST SIDE OF GARAGE AND REPLACE WITH SAFETY REMOVABLE BOLLARDS, (4) BOLLARDS TOTAL. DISTANCE BETWEEN BOLLARDS SHALL ALLOW FOR PASSAGE OF WHEELCHAIRS
- ALL DRAINS AND DRAIN PIPES SHALL BE CLEANED BY INDUSTRIAL DRAIN CLEANING METHODS TO REMOVE ALL ACCUMULATED DEBRIS FROM THE REHABILITATION PROCESS. THIS WORK IS TO BE COORDINATED WITH COATING APPLICATIONS AS TO PREVENT DAMAGE AND DISCOLORATION TO NEW COATING APPLICATIONS.
- STRIPE PARKING LINES AFTER ALL CLEANUP IS COMPLETE. STRIPING SHALL MATCH EXISTING.

MATERIAL SPECIFICATION NOTE:

ANY MATERIAL SHOWN IN THE DRAWINGS AND/OR SPECIFICATIONS ARE FOR REFERENCE ONLY. THESE ARE THE BASIS OF DESIGN BUT NOT A REQUIREMENT TO BE USED IN THIS PROJECT. MATERIALS WILL REQUIRE A SUBMITTAL AND APPROVAL BY THE DESIGN ENGINEER.

G.C. INSTRUCTIONS

SUBMITTALS

- PROVIDE A SUBMITTAL SCHEDULE OF ALL EXPECTED SUBMITTALS WITH PROJECTED DATES FOR SUBMISSION. FLAG SUBMITTALS CONSIDERED TO BE CRITICAL PATH.
- G.C. TO MAINTAIN A SUBMITTAL LOG AND SUBMIT A CURRENT VERSION WITH EACH SUBMITTAL. UPDATE THE LOG WITH EVOLVING CRITICAL PATH ITEMS.
- ALL SUBMITTALS TO BE REVIEWED AND APPROVED (STAMP) BY THE G.C. EACH REVIEW SHALL:
 - CONFIRM THE SUBMITTAL MEETS THE REQUIREMENTS OF THE CONTRACT DOCUMENTS
 - CONFIRM THAT COORDINATION BETWEEN TRADES HAS OCCURRED
 - CONFIRM THAT THE SUBMITTAL CONTAINS ALL REQUIRED INFORMATION
 - WHENEVER POSSIBLE AND APPROPRIATE, SUBMIT IN ELECTRONIC FORMAT
- SUBMITTALS BEYOND THE SUBMITTAL SCHEDULE MAY NOT BE REVIEWED.
- DURING REVIEW, CHANGES MAY OCCUR WHICH RESULT IN MODIFICATIONS TO THE CONTRACT PRICE OR SCHEDULE. IN SUCH A CASE, THE CONTRACTOR MAY SUBMIT A CHANGE ORDER REQUEST TO THE OWNER TO REVIEW.
 - DEFERRED SUBMITTALS SHALL BE SUBMITTED TO THE OWNER WHO SHALL REVIEW AND CONFIRM COMPLIANCE WITH THE INTENT. CONTRACTOR SHALL SUBMIT REVIEWED SUBMITTALS TO THE BUILDING OFFICIAL FOR REVIEW AND PERMIT APPROVAL.
 - EXTERIOR BUILDING SIGNAGE BY OTHERS.
 - ANCHORAGE DESIGN FOR ELECTRICAL EQUIPMENT BY OTHERS.
 - SITE MODIFICATIONS BY OTHERS.

REQUESTS FOR INFORMATION (RFI'S)

- THE G.C. IS TO ATTEMPT TO DETERMINE AN ANSWER TO ALL RFI'S PRIOR TO SUBMISSION. RFI'S REGARDING MEANS AND METHODS OF CONSTRUCTION WILL NOT BE REVIEWED BY THE ENGINEER.
- DURING REVIEW, CHANGES MAY OCCUR WHICH RESULT IN MODIFICATIONS TO THE CONTRACT PRICE OR SCHEDULE. IN SUCH A CASE, THE CONTRACTOR MAY SUBMIT A CHANGE ORDER REQUEST TO THE OWNER TO REVIEW.

CHANGE ORDERS

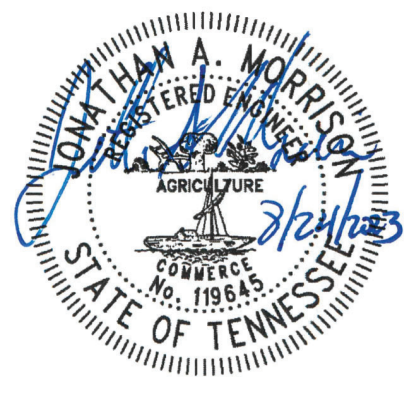
- PRIOR TO STARTING WORK, PROVIDE A SCHEDULE OF VALUES FOR THE CONTRACT AMOUNT TO THE OWNER.
- CHANGE ORDER REQUESTS SHALL BE REVIEWED AND APPROVED BY THE OWNER.
- CHANGE ORDER REQUESTS SHALL INCLUDE A BREAKDOWN OF COSTS, BACK-UP FOR PRICING MAY BE REQUESTED.
- A CHANGE ORDER LOG MUST BE MAINTAINED BY THE G.C. AND A CURRENT VERSION IS TO BE SUBMITTED WITH EACH REQUEST.

PROJECT SCHEDULE

- PROVIDE A SCHEDULE OF CONSTRUCTION TO THE OWNER PRIOR TO STARTING WORK.
- THE SCHEDULE SHALL NOT EXCEED THE LIMITS SET OUT BY THE CONTRACT DOCUMENTS.
- THE SCHEDULE SHALL BE REGULARLY UPDATED THROUGHOUT CONSTRUCTION. NOTIFY THE OWNER IF THE SCHEDULE IS EXTENDED.
- PROVIDE A THREE WEEK LOOK AHEAD SCHEDULE DURING THE REGULAR MEETINGS.

JOBSITE NOTES

- WHERE EXISTING TENANTS/BUSINESSES ARE ADJACENT TO THE JOB SITE/TENANT, THE CONTRACTOR SHALL MINIMIZE CONSTRUCTION NOISE - EXTREMELY NOISY CONSTRUCTION SHALL OCCUR AT NON-TYPICAL BUSINESS HOURS. CONTRACTOR SHOULD NOTIFY BUILDING REPRESENTATIVE OF SPECIAL CIRCUMSTANCES IN ADVANCE PRIOR TO WORK.
- THE CONTRACTOR AT HIS OWN EXPENSE, SHALL KEEP THE PROJECT AND SURROUNDING AREA FREE FROM DUST AND DEBRIS. THE WORK SHALL BE IN CONFORMANCE WITH THE AIR AND WATER POLLUTION CONTROL STANDARDS AND REGULATIONS OF THE STATE DEPARTMENT OF HEALTH.
- CONSTRUCTION DEBRIS AND WASTES SHALL BE DEPOSITED AT AN APPROPRIATE SITE. THE CONTRACTOR SHALL INFORM THE BUILDING REPRESENTATIVE OF THE LOCATION OF DISPOSAL SITES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERAL CLEANING OF THE JOB AFTER ITS COMPLETION. WHERE APPLICABLE, CLEANING SHALL INCLUDE, BUT NOT BE LIMITED TO, THE EXTERIOR AND THE INTERIOR OF THE BUILDING, THE PATH OF TRAVEL TO THE JOB SITE, PARKING LOTS, & LOBBIES.
- THE CONTRACTOR SHALL PROVIDE PEDESTRIAN PROTECTION, WHERE REQUIRED PER STATE AND LOCAL CODES.
- NO HAZARDOUS MATERIALS SHALL BE USED OR STORED WITHIN THE BUILDING WHICH DOES NOT COMPLY WITH THE LOCAL FIRE AUTHORITY AND STATE & COUNTY REQUIREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR BLOCKING OFF SUPPLY AND RETURN AIR GRILLES, DIFFUSERS & DUCTS TO KEEP DUST FROM ENTERING INTO BUILDING AIR DISTRIBUTION SYSTEMS.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE SAFETY OF THE OCCUPANTS AND WORKERS AT ALL TIMES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE BUILDING AND SITE WHILE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED.



NO.	REVISIONS:				
	DESCRIPTION				

PROJECT IDENTIFICATION:
REHABILITATION AND WATERPROOFING OF
CITY OF COLUMBIA PARKING GARAGE
700 NORTH MAIN STREET
COLUMBIA, TN 37034

DRAWN BY:
J.A.M.

DATE:
08-24-2023

NAME:
PROJECT
INFORMATION

SHEET NO.
1001

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED SO AS TO COMPLY WITH ALL LEGAL, INDUSTRY AND PROJECT-SPECIFIC REQUIREMENTS AND STANDARDS INCLUDING WITHOUT LIMITATION OF THE FOLLOWING:
 - 1.1. ALL APPLICABLE BUILDING CODES
 - 1.2. ALL APPLICABLE SPECIALTY CODES INCLUDING THE MOST CURRENT ISSUES AND SUPPLEMENTS
 - 1.3. THE MANUFACTURER'S REQUIREMENTS OR RECOMMENDATIONS
2. IN USING THESE PLANS FOR BIDDING OR CONSTRUCTION PURPOSES, ALL CONTRACTORS ARE REQUIRED TO REVIEW AND TREAT THEM AS A WHOLE IN ORDER TO IDENTIFY ALL REQUIREMENTS THAT DIRECTLY OR INDIRECTLY AFFECT THEIR PORTION OF THE WORK, EVEN REQUIREMENTS LOCATED IN SECTIONS DESIGNATED AS APPLICABLE TO OTHER TRADES OR IN DOCUMENTS PROVIDED BY OTHER MEMBERS OF THE PROJECT DESIGN TEAM. UNLESS EXPRESSLY PROVIDED OTHERWISE, THE INTENT IS TO INCLUDE ALL LABOR, MATERIALS, PRODUCTS AND SERVICES NECESSARY OR APPROPRIATE FOR THE COMPLETED PROJECT AS CALLED FOR OR REASONABLY IMPLIED FROM THE PLANS PROVIDED BY THE PROJECT'S DESIGN TEAM. IN CASE OF CONFLICTS OR OMISSIONS, THE AFFECTED CONTRACTOR IS REQUIRED TO EITHER OBTAIN DIRECTION FROM AN APPROPRIATE REPRESENTATIVE OF THE OWNER, OR OTHERWISE TO APPLY THE MORE STRINGENT OR COSTLY STANDARD.
3. IN INTERPRETING THESE PLANS, THE FOLLOWING GENERAL RULES APPLY:
 - 3.1. WRITTEN DIMENSIONS SHALL GOVERN. DO NOT SCALE THE DRAWINGS. LARGE SCALE DRAWINGS AND DETAILS TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS
 - 3.2. SPECIFIC NOTES AND DETAILS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS
 - 3.3. WHERE CONSTRUCTION DETAILS ARE NOT SHOWN OR NOTED FOR ANY PART OF THE WORK, THE DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR WORK IN THE SAME BUILDING.
4. THESE PLANS ARE INTENDED TO REPRESENT ONLY THE FINISHED CONSTRUCTION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION AND DEMOLITION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES INCLUDING ANY AND ALL SAFETY PRECAUTIONS AND PROGRAMS, AND SHALL INDEMNIFY TO THE FULLEST EXTENT ALLOWED BY LAW THE OWNER AND THE PROJECT DESIGN TEAM FROM AND AGAINST ANY AND ALL RELATED CLAIMS AND LIABILITY.
5. THE CONTRACTOR MUST BECOME FULLY ACQUAINTED WITH CONDITIONS RELATED TO THE WORK. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE ACTUAL CONDITIONS MUST BE REPORTED TO THE ENGINEER FOR RESOLUTION PRIOR TO PROCEEDING WITH THE WORK.
6. DRAWINGS CONTAINED IN THE SET MUST NOT BE REPRODUCED FOR SHOP DRAWINGS. COPIES OF THESE DRAWINGS SUBMITTED AS SHOP DRAWINGS WILL BE REJECTED AND RETURNED TO THE CONTRACTOR.
7. THESE PLANS ARE INTENDED TO SET FORTH THE REQUIREMENTS FOR CONSTRUCTION IN ONLY AN INDUSTRY-STANDARD LEVEL OF QUALITY AND DETAIL, AND THEY ARE INTENDED TO BE SUPPLEMENTED BY APPROPRIATE REQUESTS FOR INFORMATION (RFIS). ERRORS AND OMISSIONS ARE TO BE EXPECTED AND ANTICIPATED, AND ALL CONTRACTORS ARE REQUIRED TO CAREFULLY REVIEW THESE PLANS FOR ERRORS AND OMISSIONS AND TO BRING THESE ERRORS AND OMISSIONS TO THE ATTENTION OF AN APPROPRIATE OWNER REPRESENTATIVE IN A TIMELY MANNER; AND ANY CONTRACTOR WHO FAILS TO DO SO BEFORE BIDDING OR OTHERWISE PROCEEDING ASSUMES THE RISK OF ANY CONSEQUENCES.
8. DIMENSIONS SCALED FROM DRAWINGS SHALL BE CONSIDERED APPROXIMATE. CONTRACTORS THAT FAIL TO FIELD MEASURE AND VERIFY DISTANCES, CLEARANCE AND FIT ARE PROCEEDING AT THEIR OWN RISK.
9. EXCEPT WHERE DIMENSIONED, PLANS ARE TO BE CONSIDERED DIAGRAMMATIC IN NATURE AND INTENDED ONLY TO DEMONSTRATE THE RELATIONSHIP AMONG COMPONENT PARTS, AND NOT TO DEPICT SPECIFIC LOCATIONS.
10. AS MAY BE REQUIRED BY THE AUTHORITIES HAVING JURISDICTION, AT THE CONCLUSION OF CONSTRUCTION EACH PRIME CONTRACTOR SHALL PROVIDE WRITTEN CERTIFICATION THAT THEIR PORTION OF THE WORK HAS BEEN PERFORMED IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS.
11. EACH INSTALLER MUST EXAMINE SUBSTRATE AND/OR CONDITIONS UNDER WHICH THE WORK WILL BE INSTALLED AND REPORT TO THE CONTRACTOR IN WRITING ANY CONDITIONS DETRIMENTAL TO THE PROPER AND TIMELY EXECUTION OF THE INSTALLERS WORK. DO NOT PROCEED UNTIL UNSATISFACTORY CONDITIONS ARE CORRECTED. INSTALLATION MUST CONSTITUTE ACCEPTANCE OF THE SUBSTRATE AND/OR CONDITIONS.
12. VERSIONS OF THESE PLANS PROVIDED IN ANY ELECTRONIC FORM ARE SUBJECT TO THE SAME PROVISION AS THE OTHER INSTRUMENTS OF SERVICE PREPARED BY OR ON BEHALF OF THE PROJECT DESIGN TEAM, INCLUDING WITHOUT LIMITATION THEIR COMMON LAW, STATUTORY OR OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS. A RECEIPT IS GRANTED AT MOST A TRANSFERABLE NONEXCLUSIVE LICENSE TO REUSE THE PLANS SOLELY FOR PROJECT PURPOSES; AND NO RECEIPT IS AUTHORIZED TO USE OR TO ALLOW THE USE OF ALL OR ANY PORTION OF THESE PLANS FOR ANY OTHER PURPOSE, AND ANY OTHER USE FOR ANY OTHER PURPOSE COULD CONSTITUTE ACTIONABLE PLAGIARISM. ANY ELECTRONIC DOCUMENTS WILL BE PROVIDED IN THE RESPONSIBLE DESIGN PROFESSIONAL'S STANDARD FORMATS AND CONVENTIONS AND WITH NO GUARANTEE OF THE ABSENCE OF VIRUSES OR OTHER HARMFUL MATERIAL, OR OF COMPATIBILITY WITH ANY RECIPIENT'S SOFTWARE OR HARDWARE SO THAT ANY USE WITH OR CONVERSION TO THE OTHER FORMS OR CONVENTIONS, OR THE USE WITH ANY PARTICULAR SOFTWARE OR HARDWARE, IS AT THE RECIPIENT'S SOLE RISK.
13. WHERE ELECTRICAL, MECHANICAL AND/OR PLUMBING ITEMS, SUCH AS LIGHTS, DUCTS, PIPING, DOWNSPOUTS, ETC. ARE TO PENETRATE ANY BUILDING FOOTINGS, SLABS, FLOORS, STRUCTURAL FRAMING, WALL PARTITIONS, CEILINGS, ETC., IT IS REQUIRED THAT AN APPROPRIATELY SIZED OPENING OR CLEARANCE BE FURNISHED. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL ITEMS WITH THE CONSTRUCTION DOCUMENTS PRIOR TO THE INSTALLATION OF STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL WORK. ANY CONFLICT OR DISCREPANCY WITHIN CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR CLARIFICATION.
14. ALL CONDUITS, PLUMBING, PIPING, DUCTWORK, AND OTHER EQUIPMENT EXPOSED TO VIEW MUST BE LOCATED PARALLEL OR PERPENDICULAR TO THE STRUCTURAL FRAMING SYSTEM.
15. ALL PENETRATIONS AT RATED CONSTRUCTION SHALL BE PROTECTED TO MAINTAIN RATING.
16. PROVIDE GALVANIC PROTECTION BETWEEN DISSIMILAR MATERIALS, WHERE REQUIRED.
17. THE CONTRACTOR SHALL PATCH AND REPAIR ALL DAMAGE TO EXISTING CONSTRUCTION DUE TO WORK PERFORMED. THE CONTRACTOR SHALL FURNISH AND INSTALL NEW MATERIALS AT NO ADDITIONAL COST TO THE OWNER TO REPAIR SUCH DAMAGE.
18. THE GENERAL CONTRACTOR MUST BE RESPONSIBLE FOR PROVIDING ALL MANUFACTURER'S RECOMMENDED MAINTENANCE PROCEDURES AND SCHEDULES.
19. PROVIDE SEALANT AT ALL JOINTS ALONG ROOF, WALL SYSTEMS, PENETRATIONS, FLASHING, AND OPENINGS.

FINISH NOTES

1. NO FINISH SUBSTITUTIONS MAY BE MADE UNLESS APPROVED BY OWNER.
2. CONTRACTOR MUST NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCY IN PLANS. FINISH ITEMS CLEARLY SHOWN IN PLANS, BUT OMITTED FROM SCHEDULES OR LEGENDS MUST STILL BE PROVIDED AND INSTALLED BY CONTRACTOR. CONTRACTOR TO VERIFY OMITTED FINISHED WITH OWNER PRIOR TO ORDERING PRODUCTS.
3. INSTALL MATERIALS ACCORDING TO MANUFACTURER'S SUGGESTED INSTALLATION AND PREPARATION/MAINTENANCE SPECIFICATIONS OR BETTER, UNLESS OTHERWISE APPROVED OR NOTED.
4. APPLICATION OF CONTROLLED INTERIOR FINISHES SHALL BE IN CONFORMANCE WITH STATE & LOCAL CODES.
5. SUBMIT THE FOLLOWING SAMPLES FOR OWNER'S APPROVAL:
 - 5.1. TWO (2) 12" X 12" SAMPLES FOR ALL PAINT, WALL COVERING FINISHES AND COLORS APPLIED TO A SUBSTRATE WHICH IS REPRESENTATIVE OF THE SURFACE TO BE FINISHED. SUBMIT PAINT SAMPLES FROM THE PAINT LOT OR LOTS INTENDED FOR APPLICATION.
 - 5.2. TWO (2) 12" X 12" SAMPLES OF ALL FLOOR COATINGS.
6. WHERE MATERIALS ARE NOT RETURNABLE, SUBMIT SAMPLES TO OWNER AND SECURE APPROVAL BEFORE PLACING FULL ORDERS.
7. NOTIFY OWNER IMMEDIATELY OF ITEMS WITH LONG LEAD TIMES.
8. ALL PAINT FINISH OF METAL PARTS OF DOORS, HANDRAILS, PERIMETER ENCLOSURES, ETC. , SHALL BE HIGH-GLOSS, UNLESS NOTED OTHERWISE.
9. CONTRACTOR TO VERIFY CONDITION AND LEVEL OF FLOOR SO AS TO RECEIVE NEW FINISHES. CONTRACTOR IS RESPONSIBLE FOR ALL FLOOR PREPARATION.
10. PRIOR TO PAINTING, WALLS MUST BE PATCHED AND REPAIRED, CLEAN AND DRY AS TO LEAVE NO EVIDENCE OF PATCHING OR REPAIRS.
11. WALLS TO HAVE AT LEAST ONE COAT OF PRIMER AND ONE COATS OF SPECIFIED FINISH COAT. COATINGS TO BE AS SPECIFIED.
12. ALL EXPOSED MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION, DUCTWORK AND PIPING IS TO BE COATED TO MATCH THE CEILING.
13. ALL NEWLY INSTALLED, PATCHED WORK AND ALL AFFECTED AREAS SHALL BE PROTECTIVE COATED. ALL PROTECTIVE COATING WORK SHALL BE PERFORMED TO COVER THE ENTIRE HORIZONTAL OR VERTICAL SURFACE TO THE CLOSEST CORNER IN ALL FOUR DIRECTIONS.

CEILING NOTES

1. CONTRACTOR TO VERIFY COMPATIBILITY OF LIGHT FIXTURES WITH THE CEILING SYSTEM.
2. FIELD VERIFY ALL CLEARANCES OF DUCTS, PIPES, SPRINKLERS, ETC.
3. EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED AT ALL TIMES AND SHALL E CONNECTED TO AN EMERGENCY POWER SYSTEM (BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR) THAT WILL AUTOMATICALLY ILLUMINATE THE EXIT SIGNS FOR A DURATION OF NOT LESS THAN 90 MINUTES.



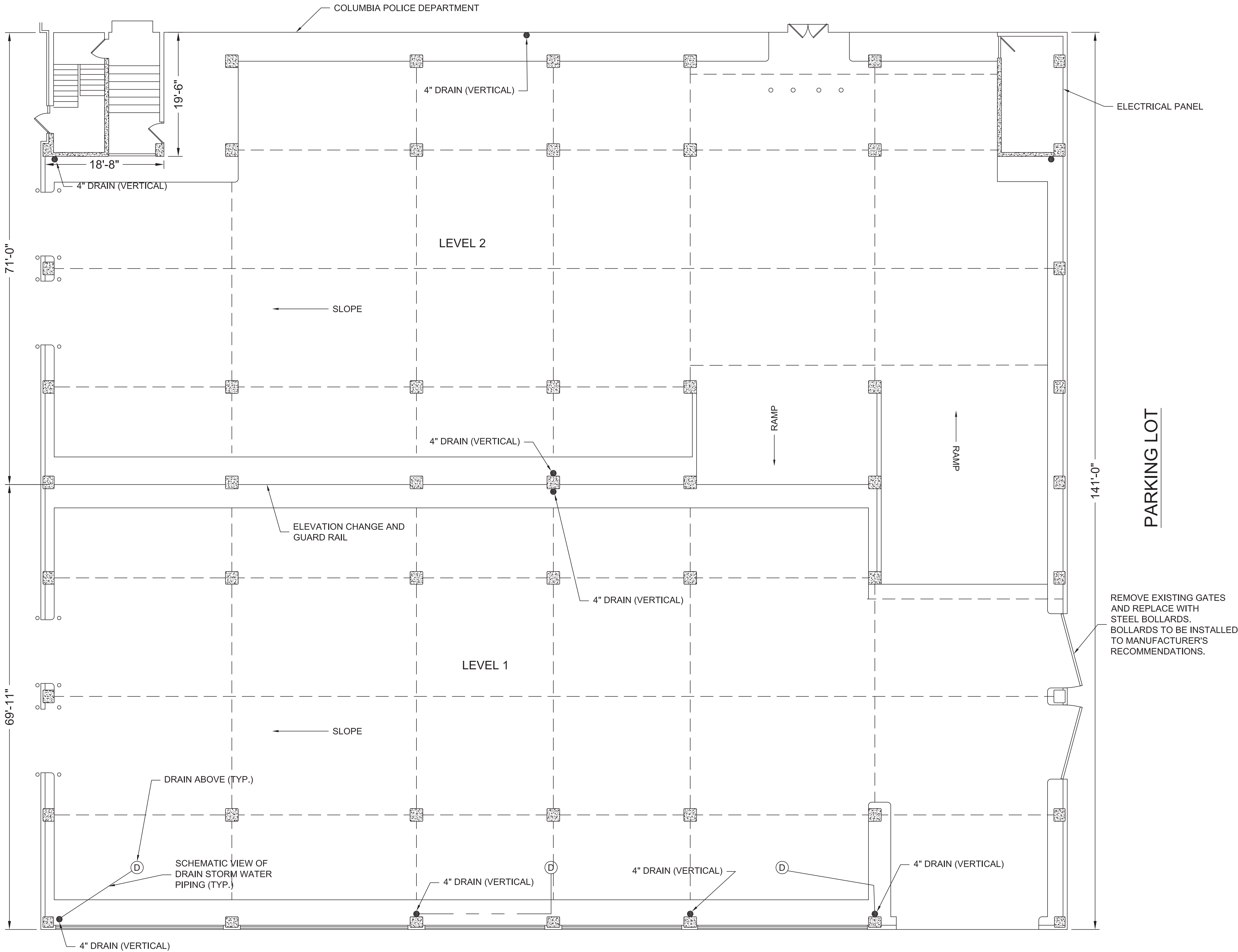
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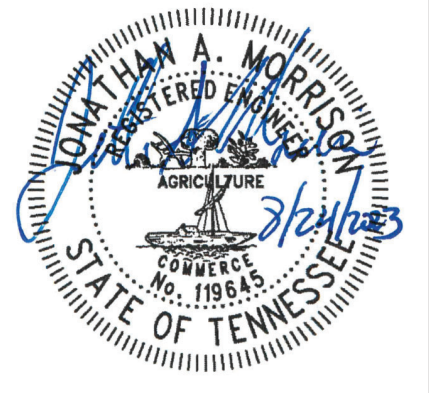
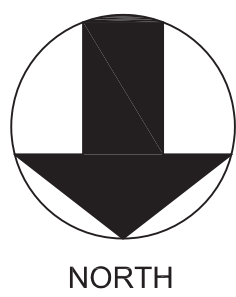
PROJECT IDENTIFICATION: REHABILITATION AND WATERPROOFING OF CITY OF COLUMBIA PARKING GARAGE 700 NORTH MAIN STREET COLUMBIA, TN 37034	
DRAWN BY: J.A.M.	
DATE: 08-24-2023	
NAME: NOTES	
SHEET NO. 1002	

NOTES:

- LEVEL 1 PARKING AREA IS SLAB ON GRADE WITH (2) ENTRY POINTS TO STREET ACCESS AND (1) ENTRY TO ADJACENT PARKING LOT
- LEVEL 2 PARKING AREA IS SLAB ON GRADE WITH (1) ENTRY POINT TO STREET ACCESS AND (1) ACCESS TO LEVEL 1 VIA RAMP.
- ALL SLAB EXPANSION JOINTS ARE TO BE CUT OUT AND RECAULKED
- ALL VERTICAL EXPANSION JOINTS ARE TO BE CUT OUT AND RECAULKED
- ALL SURFACES TO BE PRESSURE WASHED.
- ALL SPALLED CONCRETE TO BE CUT SQUARE, ANY EXPOSED REBAR IS TO BE TREATED WITH A CORROSION INHIBITOR, AND PATCHED WITH AN EPOXY FILLER.
- ALL STEEL LINTEL AND SCREENS ARE TO BE CLEANED AND RECOATED WITH AN APPROPRIATE PROTECTIVE COATING
- ALL CONCRETE SLABS TO RECEIVE ELASTOMERIC POLYURETHANE TRAFFIC COATING
- ALL STRIPING TO BE PROVIDED MUST BE COORDINATED TO ADHERE TO TRAFFIC COATING SYSTEM.
 - NEW STRIPING TO MATCH CURRENT STRIPING CONFIGURATION.
 - LEVEL 1 CURRENTLY CONTAINS 26 PARKING STALLS
 - LEVEL 2 CURRENTLY CONTAINS 20 PARKING STALLS, 1 ACCESSIBLE SPACE AT ENTRANCE TO POLICE DEPARTMENT
- ALL BRICK VENEER SURFACES ARE DOUBLE WITHE.
 - ALL MORTAR JOINTS THAT NEED REPAIR TO BE CUT OUT AND TUCK POINTED.
 - AFTER MORTAR JOINTS ARE TUCK POINTED, AN APPROVED WATER REPELLENT SHALL BE APPLIED WITH MINIMUM 40% SOLIDS.
- ALL DRAINS ARE TO BE JET CLEANED WITH MINIMUM 100' PRESSURE LINE



E. 6TH STREET
PLAN VIEW OF PARKING GARAGE LEVEL #1 AND #2



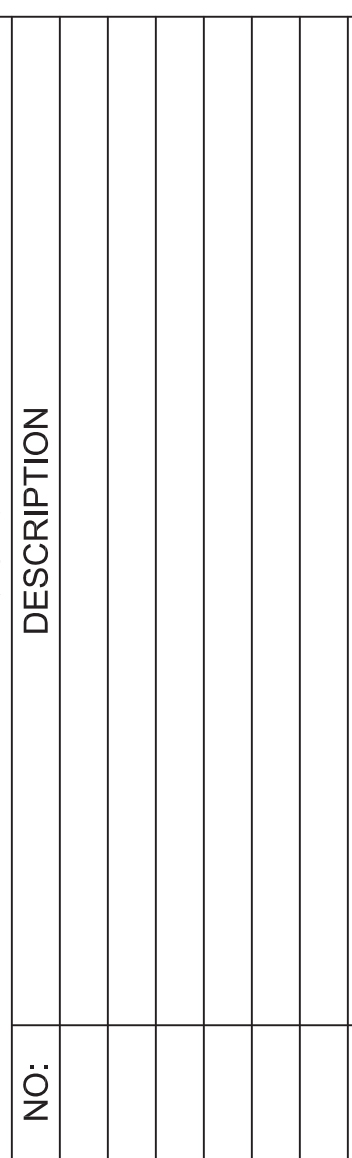
NO.	REVISIONS:	DESCRIPTION

PROJECT IDENTIFICATION:
REHABILITATION AND WATERPROOFING OF
CITY OF COLUMBIA PARKING GARAGE
700 NORTH MAIN STREET
COLUMBIA, TN 37034

DRAWN BY: J.A.M.
DATE: 08-24-2023
NAME: PLAN VIEW LEVEL 1 & 2
SHEET NO. 100



931) 436-836



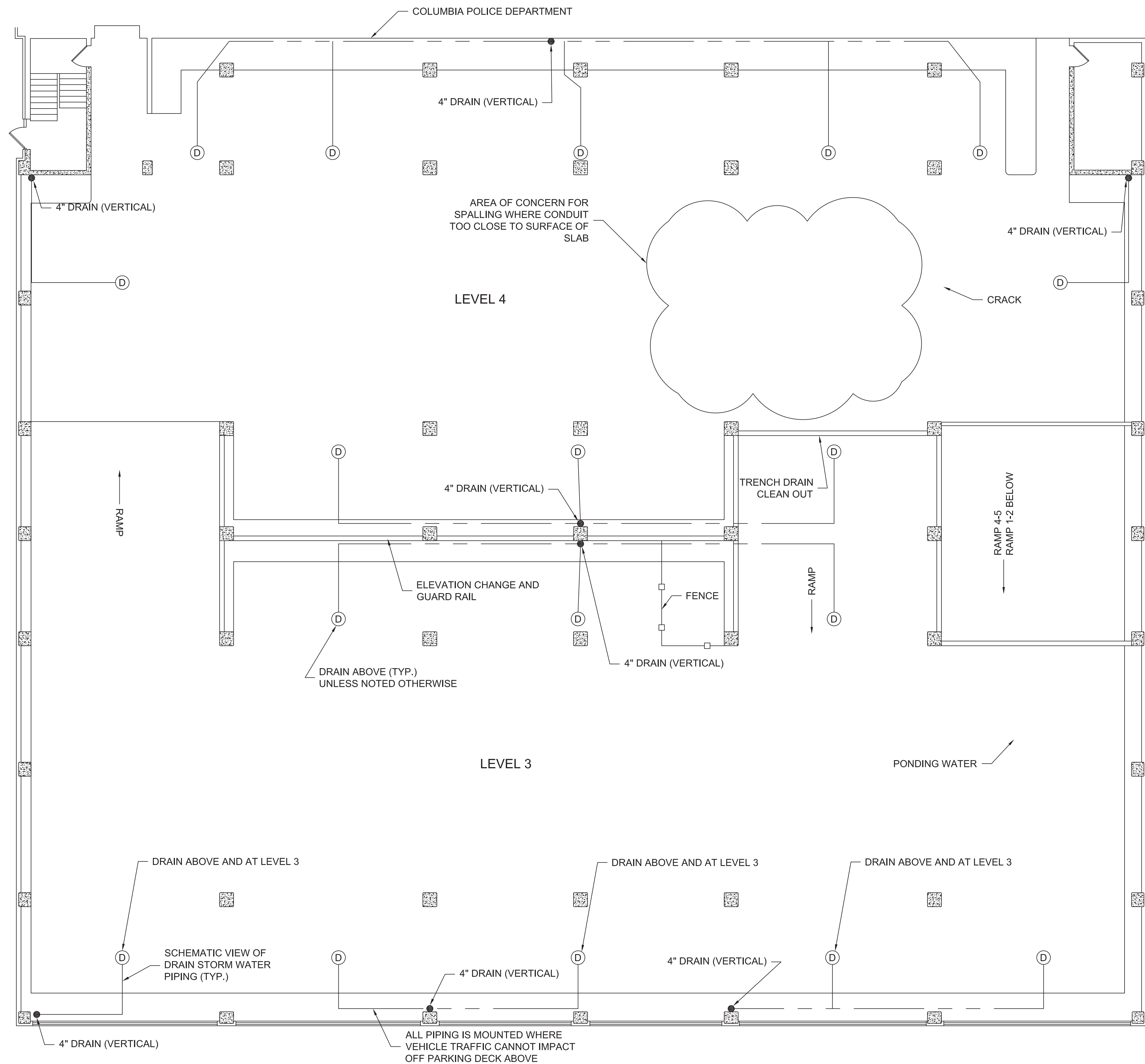
700 NORTH MAIN STREET
COLUMBIA, TN 37034

DRAWN BY:
J.A.M.

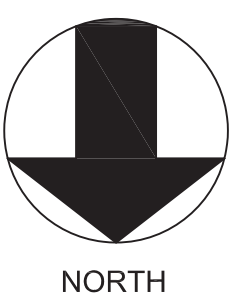
DATE:
08-24-2023

NAME:
LAN VIEW
LEVEL 3 & 4

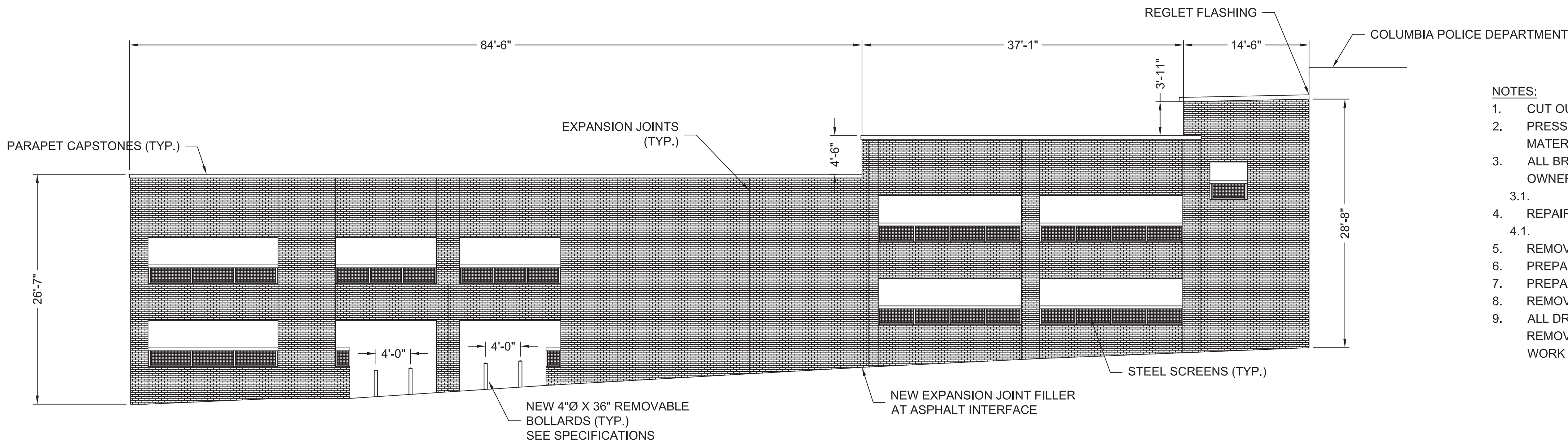
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101



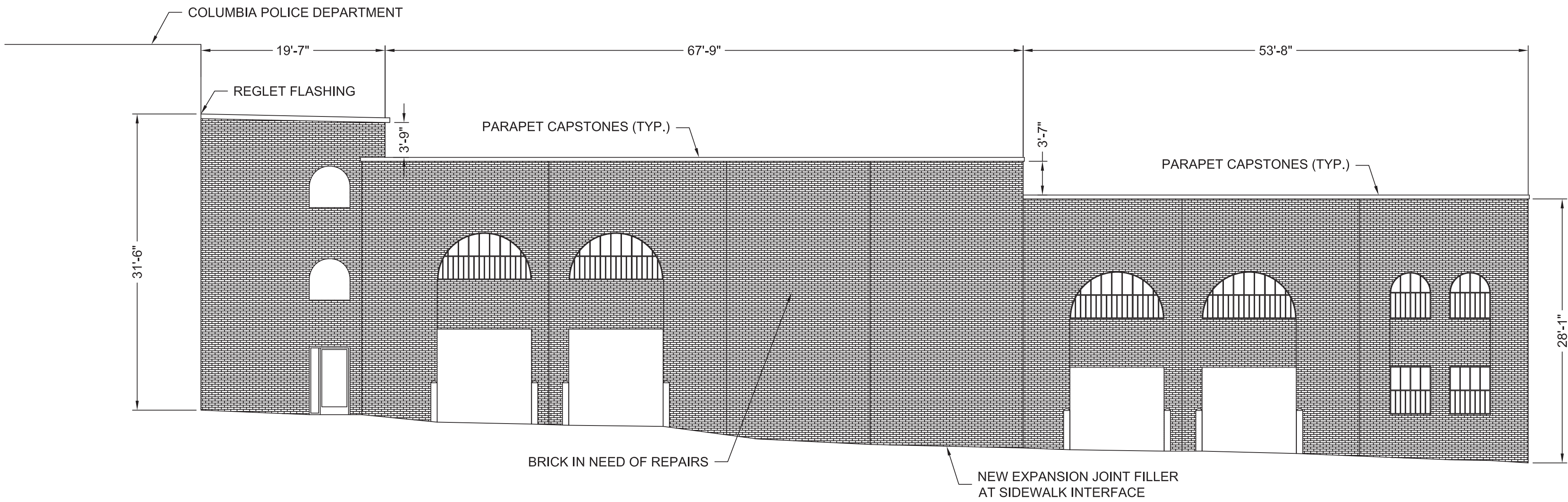
PLAN VIEW OF PARKING GARAGE LEVEL #3 AND #4



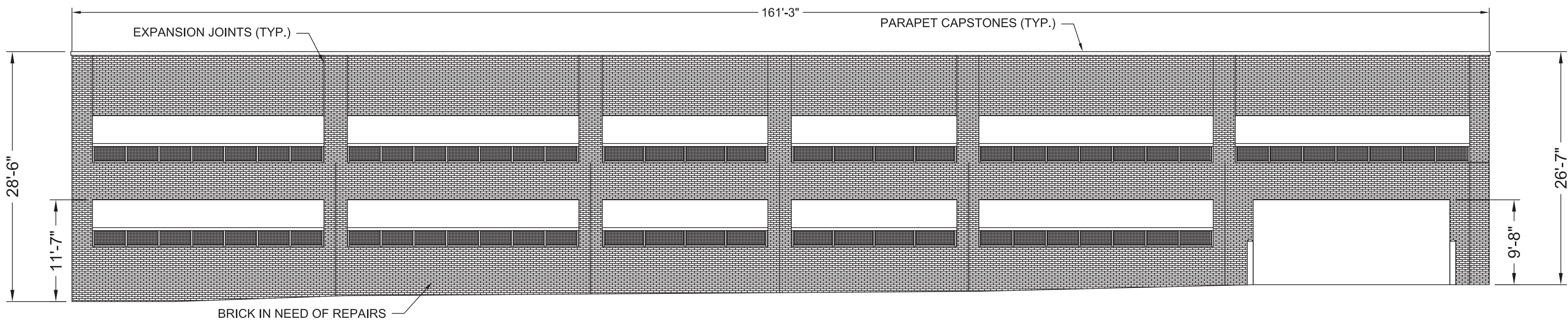
- NOTES:**
- LEVEL 3 PARKING AREA IS AN ELEVATED CONCRETE DECK WITH (1) ACCESS TO LEVEL 2 VIA RAMP AND (1) ACCESS TO LEVEL 4 VIA RAMP.
 - LEVEL 4 PARKING AREA IS AN ELEVATED CONCRETE DECK WITH (1) ACCESS TO LEVEL 3 VIA RAMP AND (1) ACCESS TO LEVEL 5 VIA RAMP.
 - ALL SLAB EXPANSION JOINTS ARE TO BE CUT OUT AND RECAULKED
 - ALL VERTICAL EXPANSION JOINTS ARE TO BE CUT OUT AND RECAULKED
 - ALL SURFACES TO BE PRESSURE WASHED.
 - ALL SPALLED CONCRETE TO BE CUT SQUARE, ANY EXPOSED REBAR IS TO BE TREATED WITH A CORROSION INHIBITOR, AND PATCHED WITH AN EPOXY FILLER.
 - ALL STEEL LINTEL AND SCREENS ARE TO BE CLEANED AND RECOATED WITH AN APPROPRIATE PROTECTIVE COATING
 - ALL CONCRETE SLABS TO RECEIVE ELASTOMERIC POLYURETHANE TRAFFIC COATING
 - ALL STRIPING TO BE PROVIDED MUST BE COORDINATED TO ADHERE TO TRAFFIC COATING SYSTEM.
 - NEW STRIPING TO MATCH CURRENT STRIPING CONFIGURATION.
 - LEVEL 3 CURRENTLY CONTAINS 23 PARKING STALLS
 - LEVEL 4 CURRENTLY CONTAINS 17 PARKING STALLS
 - ALL BRICK VENEER SURFACES ARE DOUBLE WITHE.
 - ALL MORTAR JOINTS THAT NEED REPAIR TO BE CUT OUT AND TUCK POINTED.
 - AFTER MORTAR JOINTS ARE TUCK POINTED, AN APPROVED WATER REPELLENT BE APPLIED WITH MINIMUM 40% SOLIDS.
 - ALL DRAINS ARE TO BE JET CLEANED WITH MINIMUM 100' PRESSURE LINE



WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION

- NOTES:
1. CUT OUT AND RECAULK ALL VERTICAL EXPANSION JOINTS WITH APPROPRIATE MATERIALS
 2. PRESSURE WASH ENTIRE PARKING STRUCTURE BEFORE ANY APPLICATION OF WATERPROOFING MATERIALS
 3. ALL BRICK VENEER SHALL BE REPAIRED PER TMS STANDARDS. MORTAR COLOR TO BE APPROVED BY OWNER. IF BRICK ARE TO BE REPLACED, THE BRICK IS TO BE APPROVED BY THE OWNER.
 - 3.1. AFTER REPAIRS, BRICK SHALL BE COATED WITH WATER REPELLENT (40% SOLIDS, MIN)
 4. REPAIR/REPLACE ALL MORTAR JOINTS ON CAPSTONES AROUND TOP PERIMETER OF BUILDING
 - 4.1. AFTER REPAIRS, CAPSTONES SHALL BE COATED WITH WATER REPELLENT (100% SOLIDS)
 5. REMOVE AND PLACE NEW REGLET FLASHING AT LEVEL 6 TO BRICK BUILDING INTERFACE
 6. PREPARE AND RECOAT ALL STEEL SURFACES (STRUCTURAL STEEL AND WIRE SCREENS) AS SPECIFIED
 7. PREPARE AND RECOAT ALL CONCRETE AND CMU SURFACES, AS SPECIFIED
 8. REMOVE (2) GATES ON WEST SIDE OF GARAGE AND REPLACE WITH (4) REMOVABLE SAFETY BOLLARDS
 9. ALL DRAINS AND DRAIN PIPES SHALL BE CLEANED BY INDUSTRIAL DRAIN CLEANING METHODS TO REMOVE ALL ACCUMULATED DEBRIS FROM THE REHABILITATION PROCESS. COORDINATION OF THIS WORK SHALL BE PERFORMED TO PREVENT DAMAGE AND STAINING OF NEW COATING SYSTEMS.



NO:	REVISIONS:	
	DESCRIPTION	

PROJECT IDENTIFICATION:
**REHABILITATION AND WATERPROOFING OF
CITY OF COLUMBIA PARKING GARAGE**

700 NORTH MAIN STREET
COLUMBIA, TN 37034

DRAWN BY:
J.A.M.

DATE:
08-24-2023

NAME:
ELEVATIONS

SHEET NO.
200

ADDENDUM NO. 1

REHABILITATION AND WATERPROOFING OF
CITY OF COLUMBIA PARKING GARAGE
CITY OF COLUMBIA CONTRACT #E-2023-02

The attention of all bidders submitting proposals for the above project is called to the following changes to the Contract Documents. The items set forth herein, whether of clarification, omission, addition, or substitution are to be included in and shall form a part of the proposal submitted.

Bidders shall acknowledge receipt of the Addendum by writing the words, “Addendum No. 1” and inserting a date of September 13, 2023 on the lines provided for such on the “Bid Submittal Form and Proposal”.

The bid date and time remains unchanged and are due no later than 10:00 A.M. C.D.T. on September 19, 2023.

Addendum Item No. 1.1

Where the parking structure has slabs on grade, these slabs are to be sealed with a clear, natural look Silane or Siloxane concrete sealer. This transition will occur at the bottom of the ramp from Level 2 to Level 3. Product cannot create a slipping hazard.

Addendum Item No. 1.2

Clarification on surfaces to be painted with white paint according to previously provided specifications. Concrete surfaces, beams, columns, ceiling, and concrete masonry units. Brick that is located on adjacent building is not to be painted. Steel surfaces remains unchanged from Sheet I001. Traffic coating is to cover all horizontal elevated slabs, vertical wheel stops, curbs, and horizontal “sidewalks” around perimeter of parking areas.

Addendum Item No. 1.3

City of Columbia will trim landscape to allow access to brick veneer. Contractor not responsible for damage or replacing landscaping along the northern face of the parking structure.

Addendum Item No. 1.4

City of Columbia will remove all signage located inside the scope of work and replace after work is completed. Any anchors that hold signage will remain.

Addendum Item No. 1.5

The low area where ponding occurs on Level 3 is to receive a through slab drain. Design of drain and installation details are to be provided by contractor and approved by Morrison Engineering and City of Columbia.

Addendum Item No. 1.6

Steel top coat color is to match existing red tint.

Addendum Item No. 1.7

The "Bid Submittal Form and Proposal" for the project has been updated for Bidders to acknowledge the received bid includes the Addendum.

END OF ADDENDUM NO. 1



Exterior Finishes

Steel/Ferrous Metal

Primer: B58W00610 - Macropoxy® 646 Fast Cure Epoxy Part A Mill White

Finish: B54W00151 - Pro Industrial Urethane Alkyd Enamel Extra White



SHERWIN-WILLIAMS.

Basic Surface Preparation

Coating performance is directly affected by surface preparation. Coating integrity and service life will be reduced because of improperly prepared surfaces. As high as 80% of all coating failures can be directly attributed to inadequate surface preparation that affects coating adhesion. Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.

The majority of paintable surfaces are concrete, ferrous metal, galvanizing, wood and aluminum. They all require protection to keep them from deteriorating in aggressive environments. Selection of the proper method for surface preparation depends on the substrate, the environment, the coating selected, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Verify the existence of lead based paints on the project. Buildings constructed after 1978 are less likely to contain lead based paints. If lead based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation, Repair and Painting and all applicable state and local regulations. State and local regulations may be more strict than those set under the federal regulations. Verify that Owner has completed a Hazardous Material Assessment Report for the project prior to issuing of Drawings. Concluding that no lead based paints were found on project site, delete paragraph regarding lead based paints.

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be more strict than those set under the federal RRP Rule.

No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless the products to be used are designed to be used in those environments.

Aluminum – S-W 1: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.

Block (Cinder and Concrete) – S-W 3: Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 28 days at 75°F. The pH of the surface should be between 6 and 9. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound (per ASTM D4261).

Brick – S-W 4: Must be free of dirt, loose and excess mortar, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Conditioner.

Concrete and Masonry – Concrete, Poured – Exterior or Interior – S-W 5: The preparation of new concrete surfaces is as important as the surface preparation of steel. The following precautions will help assure maximum performance of the coating system and satisfactory coating adhesion:

1. Cure – Concrete must be cured prior to coating. Cured is generally defined as concrete poured and aged at a material temperature of at least 75°F for at least 28 days unless specified products are designed for earlier application.

2. Moisture – Reference ASTM F1869-98 Moisture Test by use of Calcium Chloride or ASTM D4263 Plastic Sheet Method. Concrete must be free from moisture as much as possible (it seldom falls below 15%). Vapor pressures, temperature, humidity, differentials, and hydrostatic pressures can cause coatings to prematurely fail. The source of moisture, if present, must be located, and the cause corrected prior to coating.

3. Temperature – Air, surface and material temperatures must be in keeping with requirements for the selected product during and after coating application, until coating is cured.

4. Contamination – Remove all grease, dirt, paint, oil, laitance, efflorescence, loose mortar, and cement by the recommendations listed in the surface preparation section.

5. Surface Condition – Hollow areas, bug holes, voids, honeycombs, fin form marks, and all protrusions or rough edges are to be ground or stoned to provide a continuous surface of suitable texture for proper adhesion of the coating. Imperfections may require filling, as specified, with a recommended Sherwin-Williams product.

6. Concrete Treatment – Hardeners, sealers, form release agents, curing compounds, and other concrete treatments should be removed to ensure adequate coating adhesion and performance.

Methods of Surface Preparation on Concrete per SSPC-SP13/NACE 6 or ICRI 03732 Surface Cleaning Methods: Vacuum cleaning, air blast cleaning, and water cleaning per ASTM D4258.

Used to remove dirt, loose material, and/or dust from concrete.

Detergent water cleaning and steam cleaning per ASTM D4258.

Used to remove oils and grease from concrete. Prior to abrasive cleaning, and after abrasive cleaning, surfaces should be cleaned by one of the methods described above.

Mechanical Surface Preparation Methods:

Dry abrasive blasting, wet abrasive blasting, vacuum assisted abrasive blasting, and centrifugal shot abrasive blasting per ASTM D4259. Used to remove contaminants, laitance, and weak concrete, to expose subsurface voids, and to produce a sound concrete surface with adequate profile and surface porosity.

High-pressure water cleaning or water jetting per SSPC-SP12-NACE5.

Used to remove contaminants, laitance, and weak concrete, to expose subsurface voids, and to produce a sound concrete surface with adequate profile and surface porosity.

Impact tool methods per ASTM D4259.

Used to remove existing coatings, laitance, and weak concrete. Methods include scarifying, planing, scabbling, and rotary peening. Impact tools may fracture concrete surfaces or cause microcracking requiring surface repair.

Power tool methods per ASTM D4259.

Used to remove existing coatings, laitance, weak concrete, and protrusions in concrete. Methods include circular grinding, sanding, and wire brushing. These methods may not produce the required surface profile to ensure adequate adhesion of subsequent coatings.

Chemical Surface Preparation Methods:

Acid etching per ASTM D4260. Use to remove some surface contaminants, laitance, and weak concrete, and to provide a surface profile on horizontal concrete surfaces. This method requires complete removal of all reaction products and pH testing to ensure neutralization of the acid. Not recommended for vertical surfaces. Etching with hydrochloric acid shall not be used where corrosion of metal in the concrete is likely to occur. Adequate ventilation and safety equipment required.

1. Clean surface per ASTM D4268
2. Wet surface with clean water
3. Etch with 10-15% muriatic acid solution at the rate of 1 gallon per 75 square feet
4. Scrub with stiff brush
5. Allow sufficient time for scrubbing and until bubbling stops
6. If no bubbling occurs, surface is contaminated. Refer to ASTM D4258 or ASTM D4259
7. Rinse surface two or three times. Remove acid/water each time.
8. Surface should have a texture similar to medium grit sandpaper.
9. Neutralize surface with a 3% solution of tri-sodium phosphate and flush with clean water.
10. Allow to dry and check for excess moisture.

Cement Composition Siding/Panels – S-W 6: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Pressure clean, if needed, with a minimum of 2100 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, many times the pH may be 10 or higher.

Composition Board (Hardboard) – S-W 9: Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyl primer.

Copper – S-W 7: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP2, Hand Tool Cleaning.

Drywall—Interior and Exterior – S-W 8: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

Galvanized Metal – S-W 10: Allow to weather a minimum of 6 months prior to coating. Clean per SSPC-SP1 using detergent and water or a degreasing cleaner, then prime as required. When weathering is not possible or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 is necessary to remove these treatments.

Plaster – S-W 11: Must be allowed to dry thoroughly for at least 30 days before painting. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.

Steel/Ferrous Metal Substrates

SSPC-SP1- Solvent Cleaning: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation. Follow manufacturer's safety recommendations when using solvents. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.1. (Refer to each products cleaning instructions. Many acrylic coatings will state; When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent, followed by a water rinse. **Do not use hydrocarbon solvents for cleaning.**)

SSPC-SP2 - Hand Tool Cleaning: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.2.

SSPC-SP3 - Power Tool Cleaning: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.3.

SSPC-SP5 / NACE 1 - White Metal Blast Cleaning: A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP5/ NACE No.1.

SSPC-SP6 / NACE 3 - Commercial Blast Cleaning: A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP6/NACE No.3.

SSPC-SP7 / NACE 4 - Brush-Off Blast Cleaning: A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Mill scale, rust, and coating are considered adherent if they cannot be removed by lifting with a dull putty knife. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP7/NACE No.4.

SSPC-SP10 / NACE 2 - Near-White Blast Cleaning: A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPCSP10/ NACE No.2.

SSPC-SP11 - Power Tool Cleaning to Bare Metal: Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP 1, Solvent Cleaning, or other agreed upon methods. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.11.

SSPC-SP12 / NACE 5 - Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating: High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only, without the addition of solid particles in the stream. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP12/NACE No.5.

SSPC-SP13 / NACE 6 or ICRI 03732 - Surface Preparation of Concrete: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a dry, sound, uniform substrate suitable for the application of protective coating or lining systems. Depending upon the desired finish and system, a block filler may be required. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP13/NACE No.6 or ICRI 03732

SSPC-SP14 / NACE 8 – Industrial Blast Cleaning: This standard gives requirements for industrial blast cleaning of unpainted or painted steel surfaces by the use of abrasives. This joint standard allows defined quantities of mill scale and/or old coating to remain on the surface. An industrial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, and dirt. Traces of tightly adherent mill scale, rust, and coating residue are permitted to remain on 10% of each unit area of the surface. The traces of mill scale, rust, and coating shall be considered tightly adherent if they cannot be lifted with a dull putty knife. Shadows, streaks, and discolorations caused by stains of rust, stains of mill scale, and stains of previously applied coating may be present on the remainder of the surface.

SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals: This standard covers the requirements for brush-off blast cleaning of uncoated or coated metal surfaces other than carbon steel by the use of abrasives. These requirements include visual verification of the end condition of the surface and materials and procedures necessary to achieve and verify the end condition. A brush-off blast cleaned non-ferrous metal surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife.

High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials:

SSPC-SP WJ-1/NACE WJ-1: Clean to Bare Substrate (WJ-1) is intended to be similar to the degree of surface cleanliness of SSPC-SP 5/NACE 1, except that stains are permitted to remain on the surface. This standard is used when the objective is to remove every trace of rust and other corrosion products, coating and mill scale.

SSPC-SP WJ-2/NACE WJ-2: Very Thorough Cleaning (WJ-2) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to remove almost all rust and other corrosion products, coating, and mill scale.

SSPC-SP WJ-3/NACE WJ-3: Thorough Cleaning (WJ-3) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to remove much of the rust and other corrosion products, coating, and mill scale, leaving tightly adherent thin films.

SSPC-SP WJ-4/NACE WJ-4: Light Cleaning (WJ-4) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to allow as much of the tightly adherent rust and other corrosion products, coating, and mill scale to remain as possible. Discoloration of the surface may be present.

Water Blasting NACE Standard RP-01-72: Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.

Stucco S-W 22 : Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9.

Wood—Exterior – S-W 23: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth. Caulk should be applied after priming.

Wood—Interior – S-W 24: All finishing lumber and flooring must be stored in dry, warm rooms to prevent absorption of moisture, shrinkage, and roughening of the wood. All surfaces must be sanded smooth, with the grain, never across it. Surface blemishes must be corrected and the area cleaned of dust before coating.

Vinyl Siding, Architectural Plastics, PVC & Fiberglass: – S-W 24: Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color. Do not paint vinyl with a color having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe® Colors are not used and darker colors lower than an LRV of 56 are, the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

Previously Coated Surfaces – S-W 12: Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required per ASTM D4259.

Touch-Up, Maintenance and Repair

For a protective coating system to provide maximum long-term protection, regularly scheduled maintenance is required. Maintenance includes inspection of painted areas, cleaning of surfaces to remove oils, chemicals, and other contaminants, and touch-up of areas where the coatings have been damaged. Highly corrosive areas, such as those subjected to frequent chemical spillage, corrosive fumes, and/or high abrasion or temperature areas should be inspected frequently – every six months, for example. Areas exposed to less severe conditions, such as interiors and exteriors of potable water tanks, may be inspected annually to assess the condition of the coating system.

The SSPC-VIS 2, Standard Method for Evaluating Degree of Rusting on Painted Steel Surfaces, can be used as a guide to determine appropriate touch-up and repairs maintenance schedules. Touch-up would be suggested when the surface resembles Rust Grade 5-S (Spot Rusting), 6-G (General Rusting), or 6-P (Pinpoint Rusting). Surface preparation would generally consist of SSPC-SP2, SP3, SP11, or SP12. Overcoating a well protected, but aged steel surface showing no evidence of rusting, may be achieved by Low Pressure Water Cleaning per SSPC-SP12/WJ4, and applying an appropriate coating system.

Full removal of the existing coating system by abrasive blasting would be recommended when the surface resembles Rust Grade 3-S (Spot Rusting), 4-G (General Rusting), or 4-P (Pinpoint Rusting). When the coating system has deteriorated to encompass approximately 33% of the surface area, it is always more economical to consider full removal and reapplication of the appropriate protective coating system.

Mildew –Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.



SHERWIN-WILLIAMS®

Reference Pages

Data Pages



Protective & Marine Coatings

PRODUCT DATA SHEET



MACROPOXY® 646

FAST CURE EPOXY MASTIC

Revised: January 20, 2023

PRODUCT DESCRIPTION

MACROPOXY 646 Fast Cure Epoxy Mastic is a high solids, high build, fast drying, polyamide epoxy designed to protect steel and concrete in industrial exposures. Ideal for maintenance painting and fabrication shop applications. The high solids content ensures adequate protection of sharp edges, corners, and welds. This product can be applied directly to marginally prepared steel surfaces.

INTENDED USES

- Recommended for marine applications, refineries, offshore platforms, fabrication shops, chemical plants, tank exteriors, power plants, water treatment plants, and mining and minerals industry
- Factory ground formulas are available for subsea/immersion service. For a full list of shades please consult Sherwin-Williams

PRODUCT DATA

Finish:	Semi-Gloss
Colors:	Mill White, Black and a wide range of colors available through tinting
Volume Solids:	72% ± 2%, mixed, Mill White
VOC (mixed):	<250 g/L; 2.08 lb/gal
Mix Ratio:	1:1 by volume
Typical Thickness:	

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	7.0 (175)	13.5 (338)
Dry mils (microns)	5.0* (125)	10.0 (250)
~Coverage sq ft/gal (m²/L)	115 (2.9)	230 (5.8)

Theoretical coverage **sq ft/gal (m²/L) @ 1 mil / 25 microns dft** **1152** (28.2)

*May be applied at 3.0-10.0 mils (75-250 microns) dft as an intermediate in a multicoat system.

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Shelf Life: 36 months, unopened
Store indoors at 40°F (4.5°C) to 110°F (43°C).

Flash Point: 91°F (33°C), TCC, mixed

Reducer/Clean Up¹: VOC Restricted Areas (<250 g/L): use Reducer #111 or Oxsol 100

Weight: 12.9 ± 0.2 lb/gal ; 1.55 Kg/L, mixed, may vary by color

¹Other areas (<340 g/L): use Reducer #111, Oxsol 100, Reducer #15, Reducer #58, or MEK up to 10%. Choose a reducer that is compliant in your area. Confirm compliance with state and local air quality rules before use.

Average Drying Times @ 7.0 mils (175 microns) wet:

	35°F (1.7°C)	77°F (25°C)	100°F (38°C)
	50% RH	50% RH	50% RH
Touch:	4-5 hours	2 hours	1.5 hours
Handle:	48 hours	8 hours	4.5 hours

Recoat:			
minimum:	48 hours	8 hours	4.5 hours
maximum:	1 year	1 year	1 year

Cure to service:

atmospheric:	10 days	7 days	4 days
immersion:	14 days	7 days	4 days

Average Drying Times as intermediate @ 5.0 mils (125 microns) wet:

Touch:	3 hours	1 hour	1 hour
Handle:	48 hours	4 hours	2 hours

Recoat:			
minimum:	16 hours	4 hours	2 hours
maximum:	1 year	1 year	1 year

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

Paint temperature must be 40°F (4.5°C) minimum.

Pot Life:	10 hours	4 hours	2 hours
Sweat-in-time:	30 minutes	30 minutes	15 minutes

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Minimum recommended surface preparation:

Iron & Steel:	Atmospheric: SSPC-SP2/3/ ISO8501-1:2007 St 2 or SSPC-SP WJ-3 / NACE WJ-3L Immersion: SSPC-SP10 / NACE 2/ ISO8501-1:2007 Sa 2.5, 2-3 mil (50-75 micron) profile or SSPC-SP WJ-2/NACE WJ-2L
Stainless Steel:	Atmospheric: SSPC-SP16, 1 mil (25 micron) profile
Aluminum & Galvanizing:	SSPC-SP1. If surface has not be weathered for more than 6 months, follow SSPC-SP1 then SSPC-SP16. For fire proofing projects, consult a Sherwin-Williams representative for surface preparation requirements.
Concrete & Masonry:	Atmospheric: SSPC-SP13/NACE 6, or ICRI No. 310.2R CSP 1-3 Immersion: SSPC-SP13/NACE 6-4.3.1
Ductile Iron Pipe:	Atmospheric: NAPF 500-03-03 Power Tool Cleaning Buried & Immersion: NAPF 500-03-04 Abrasive Blast Cleaning Cast Ductile Iron Fittings: NAPF 500-03-05 Abrasive Blast Cleaning



Protective & Marine Coatings

PRODUCT DATA SHEET



MACROPOXY® 646

FAST CURE EPOXY MASTIC

APPLICATION			APPLICATION CONDITIONS	
Airless Spray* Pump 30:1 Pressure 2800-3000 psi (193-206 bar) Hose 1/4" ID (6.3 mm) Tip 0.17"-0.23" (0.43-0.58 mm) Filter 60 mesh Reduction As needed up to 10% by volume			Temperature: Air: 35°F (1.7°C) minimum, 120°F (49°C) maximum Surface*: 35°F (1.7°C) minimum, 250°F (120°C) maximum Material: 40°F (4.5°C) minimum At least 5°F (2.8°C) above dew point Relative humidity: 85% maximum	
Conventional Spray* Gun DeVilbiss MBC-510 Fluid Tip E Air Nozzle 704 Atomization Pressure 60-65 psi (4.1-4.5 bar) Fluid Pressure 10-20 psi (0.7-1.4 bar)			*Application to surfaces above 120°F (49°C) is not recommended in VOC Restricted Areas (≤250 g/L). When spraying a surface above 120°F (49°C) in other areas (>250 g/L), please consult with your Sherwin-Williams representative.	
Brush* Brush Nylon/Polyester or Natural Bristle			APPROVALS	
Roller* Cover 3/8" woven with solvent resistant core			- Suitable for use in USDA inspected facilities - Acceptable for use in Canadian Food Processing facilities, categories: D1, D2, D3 (Confirm acceptance of specific part numbers/boxes with your SW Sales Representative) - Conforms to AWWA D102 OCS #5 - Conforms to MPI # 108 - This product meets specific design requirements for non-safety related nuclear plant applications in Level II, III and Balance of Plant, and DOE nuclear facilities - Meets Class A requirements for Slip Coefficient, 0.36 @ 6 mils / 150 microns dft (Mill White only) - Approved intermediate for NEPCOAT System B - Approved to Norsok M501 system 7B (limited colors) - ISO 12944:2018 approved for C2 to CX	
Plural Component Spray Acceptable			ADDITIONAL NOTES	
*Reduction ¹ VOC Restricted Areas (<250 g/L): use Reducer #111 or Oxsol 100			Tint Part A with Maxitones at 150% strength. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.	
¹ Other areas (<340 g/L): use Reducer #111, Oxsol 100, or Reducer #15 up to 10%. Choose a reducer that is compliant in your area. Confirm compliance with state and local air quality rules before use.			Tinting is not recommended for immersion service.	
If specific application equipment is not listed above, equivalent equipment may be substituted.			Quick-Kick Epoxy Accelerator is acceptable for use. See data page for details.	
RECOMMENDED SYSTEMS			Acceptable for concrete floors.	
Dry Film Thickness / ct. Mils (Microns)			Application to surfaces above 120°F (49°C) is not recommended in VOC Restricted Areas (≤250 g/L). When spraying a surface above 120°F (49°C) in other areas (>250 g/L), please consult with your Sherwin-Williams representative. Spray apply only. Product will produce an orange peel appearance when applied at elevated temperatures.	
Steel & Ductile Iron, Immersion & Atmospheric			Topcoating: It is recommended to apply a thinned-down, low wet film thickness mist coat over zinc rich primers to help avoid outgassing. Allow it to tack up and seal the surface. Then apply a full wet film thickness coat as directed.	
2 Cts. Macropoxy 646	5.0-10.0	(125-250)	Mix contents of each component thoroughly with low speed power agitation. Make certain no pigment remains on the bottom of the can. Then combine one part by volume of Part A with one part by volume of Part B. Thoroughly agitate the mixture with power agitation. Allow the material to sweat-in as indicated prior to application. Re-stir before using.	
Steel, Organic Zinc Primer, Atmospheric			HEALTH AND SAFETY	
1 Ct. Zinc Clad IV (85)	3.0-5.0	(75-125)	Refer to the SDS sheet before use.	
1 Ct. Macropoxy 646	5.0-10.0	(125-250)	Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.	
Steel, Inorganic Zinc Primer, Atmospheric			DISCLAIMER	
1 Ct. Zinc Clad II (85)	2.0-4.0	(50-100)	The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet.	
1 Ct. Macropoxy 646	5.0-10.0	(125-250)		
Steel, Organic Zinc/Epoxy/Urethane Topcoat				
1 Ct. Zinc Clad IV (85)	3.0-5.0	(75-125)		
1 Ct. Macropoxy 646	3.0-10.0	(75-250)		
1 Ct. Acrolon 7300	2.0-4.0	(50-100)		
Steel, Inorganic Zinc/Epoxy/Urethane Topcoat				
1 Ct. Zinc Clad II (85)	2.0-4.0	(50-100)		
1 Ct. Macropoxy 646	3.0-10.0	(75-250)		
1 Ct. Acrolon 7300	2.0-4.0	(50-100)		
Steel, Organic Zinc/Epoxy/Polysiloxane Topcoat, Atmospheric				
1 Ct. Zinc Clad IV (85)	3.0-5.0	(75-125)		
1 Ct. Macropoxy 646	3.0-10.0	(75-250)		
1-2 Cts. Sher-Loxane 800	2.0-4.0	(50-100)		
Steel: Norsok M501 System 7B/Subsea				
2 Cts. Macropoxy 646	7.0	(175)		
Concrete/Masonry, Smooth, Immersion & Atmospheric				
2 Cts. Macropoxy 646	5.0-10.0	(125-250)		
The systems listed above are representative of the product's use, other systems may be appropriate.				
WARRANTY				
The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.				

Pro Industrial Urethane Alkyd Enamel

B54-150 Series


**SHERWIN
WILLIAMS®**

CHARACTERISTICS

Pro Industrial Urethane Alkyd Enamel is a high gloss coating intended for interior-exterior use in industrial environments. It is easy to brush, roll or spray. Provides performance comparable to silicone alkyds.

For use on properly prepared

Steel, Concrete, Wood, Plaster, Previously painted, Primed Galvanized & Aluminum,

Features:

- Modified with urethane resin for increased exterior durability
- Resistant to chipping and flaking
- Resists premature yellowing compared to conventional alkyds
- Abrasion resistance
- Appropriate for interior and exterior applications
- Excellent application characteristics
- Suitable for use in USDA inspected facilities

Recommended for use in:

- Interior-exterior • New construction • Railings-frames
- Machinery • Structural Steel • Steel doors • Steel supports • Equipment • Repaints • Storage tanks • Bar joists • Pipe marking • Fire escapes • Conveyors

Color:

Extra White,
Ultradeep, Black
and Safety Colors

Recommended Spreading Rate per coat:

Wet mils:	3.5-7.0
Dry mils:	2.0-4.0
Coverage sq. ft. per gallon:	228-457

Theoretical coverage: sq. ft. per gallon @ 1 mil dry 914

Approximate spreading rates are calculated on volume solids and do not include any application loss. Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 4.0 mils wet, @ 50% RH:

	@45°F	@77°F	@120°F
To touch	4 hours	2.5 hours	30 minutes
Tack free	10 hours	4 hours	2 hours
To recoat	36 hours	18 hours	8 hours
To cure	7 days	7 days	5 days

Drying, and recoat times are temperature, humidity, and film thickness dependent.

Tinting with BAC, Maxitoner or GIC:

Base	oz. per gallon	Strength
Extra White	%SherColor	SherColor
Ultradeep Base	4-12	SherColor

Check color before using. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

Finish: 75°+ @60° Gloss

Extra White B54W00151

(may vary by color)

V.O.C. (less exempt solvents): As mixed

333 grams per litre; 2.78 lbs. per gallon
As per 40 CFR 59.406

Volume Solids:	57 ± 2%
Weight Solids:	71 ± 2%
Weight per Gallon:	9.69 lb
Flash Point:	104°F TCC
Shelf Life:	36 months, bases 12 months, colors

COMPLIANCE

As of 07/14/2021, Complies with:

OTC	Yes
OTC Phase II	No
S.C.A.Q.M.D.	No
CARB	No
CARB SCM 2007	No
CARB SCM 2020	No
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	No
EPD-NSF® Certified	No
MIR-Manufacturer Inventory	No
MPI®	No

APPLICATION

Temperature:

minimum	40°F / 4.4°C
maximum	120°F / 49°C
	air, surface, and material
	At least 5°F above dew point

Relative humidity:

85% maximum
The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer:

No reduction in restricted areas
Mineral Spirits, R1K4* or Xylene, R2K4

Airless Spray:

Pressure	1800 p.s.i.
Hose	3/8 inch I.D.
Tip	.017-.019 inch
Filter	60-100 mesh

Conventional Spray:

Gun	Binks 95
Fluid Nozzle	66
Air Nozzle	63PB
Atomization Pressure	50 p.s.i.
Fluid Pressure	20-25 p.s.i.
Reduction	As needed up to 10% by volume

Brush

Natural Bristle
1/4-3/8 inch lambswool or synthetic cover

* To maintain VOC compliance of 340 g/L, only a 2% reduction of Mineral Spirits, R1K4 is allowed.

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance. Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill, and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, over thinning, climatic conditions, and excessive film build.

Mix paint thoroughly to a uniform consistency with slow speed power agitation prior to use. Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas. When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

SPECIFICATIONS

Steel Alkyd Primer:

1 coat Kem Bond HS Primer
or
1 coat Kem Kromik Universal Metal Primer
1-2 coats Pro Industrial Urethane Alkyd Enamel

Steel Acrylic Primer:

1 coat Pro Industrial Pro-Cryl Primer
1-2 coats Pro Industrial Urethane Alkyd Enamel

Aluminum:

1 coat DTM Wash Primer
1-2 coats Pro Industrial Urethane Alkyd Enamel

Galvanizing:

1 coat DTM Wash Primer
1-2 coats Pro Industrial Urethane Alkyd Enamel

Concrete Block:

1 coat Pro Industrial Heavy Duty Block Filler
1-2 coats Pro Industrial Urethane Alkyd Enamel

Drywall:

1 coat ProMar 200 Zero V.O.C. Latex Primer
1-2 coats Pro Industrial Urethane Alkyd Enamel

Interior Plaster & Poured Concrete Walls:

1 coat Loxon Concrete and Masonry Primer
1-2 coats Pro Industrial Urethane Alkyd Enamel

Wood, Exterior:

1 coat Exterior Oil-Based Wood Primer
1-2 coats Pro Industrial Urethane Alkyd Enamel

Wood, Interior:

1 coat Premium Wall & Wood Primer
1-2 coats Pro Industrial Urethane Alkyd Enamel

Wood, floors (Foot traffic):

1-2 coats Pro Industrial Urethane Alkyd Enamel

The systems listed above are representative of the product's use, other systems may be appropriate. Other primers may be appropriate.

Pro Industrial Urethane Alkyd Enamel

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Iron & Steel - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6-NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils). Prime any bare steel within 8 hours or before flash rusting occurs.

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1. Primer required. Primer required.

Galvanizing - Remove all oil, grease, dirt, oxide and other foreign material by Solvent Cleaning per SSPC-SP1. When the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned. Primer required.

Concrete Block - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Pro Industrial Heavy Duty Block Filler or Loxon Block Surfer. The filler must be thoroughly dry before topcoating.

Masonry - All masonry must be free of dirt, oil, grease, loose paint, mortar, masonry dust, etc. Clean per SSPC-SP13-Nace 6- ICRI No. 310.2R, CSP 1-3. Poured, troweled, or tilt-up concrete, plaster, mortar, etc. must be thoroughly cured at least 30 days at 75°F (23.9°C). Form release compounds and curing membranes must be removed by brush blasting. Brick must be allowed to weather for one year prior to surface preparation and painting. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat alkali resistant primer, following label recommendations. Primer required.

Drywall - Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds. Primer required.

Wood - Surface must be clean, dry, and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked. Sand to remove any loose or deteriorated surface wood and to obtain a proper surface profile. Self priming.

SURFACE PREPARATION

Previously Painted Surface - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Mildew - Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

PERFORMANCE

Extra White B54W00151

System Tested: (unless otherwise indicated)

Substrate: Steel

Surface Preparation: SSPC-SP10

Primer: 1 coat Kem Bond HS @ 1.9 Mils D.F.T.

Finish: 1 coat Pro Industrial Urethane Alkyd @ 2.0 Mils D.F.T.

Abrasion Resistance:

Method: ASTM D4060

Result: 79 mg loss

Adhesion:

Method: ASTM D4541

Result: 522 p.s.i.

Corrosion Weathering:

Method: ASTM D5894, 10 cycles

Result: Rating 10, per ASTM D714 for Blistering. Rating 10 per ASTM D1654 for corrosion

Direct Impact Resistance:

Method: ASTM D2794

Result: 60 inch lb.

Dry Heat Resistance:

Method: ASTM D2485

Result: 200°F

Flexibility:

Method: ASTM D522, 1/4 inch mandrel

Result: Pass

Humidity Resistance:

Method: ASTM D4585, 500 hours

Result: Rating 2 per ASTM D714 for blistering. Rating 10 per ASTM D1654 for corrosion

Pencil Hardness:

Method: ASTM-D3363

Result: 2B

Water Vapor Permeance (US) : 5.80 perms

ASTM D1653 grains/(hr ft² in Hg)

Do not use colorants formulated for interior use only when applying exterior.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label. Refer to the Safety Data Sheets (SDSs) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

Clean spills, spatters & tools with compliant cleanup solvent. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

HOTW	07/14/2021	B54W00151	20 325
HOTW	07/14/2021	B54T00154	12 326

Safety Data Sheets

SAFETY DATA SHEET

B58W610

Section 1. Identification

Product name : MACROPOXY® 646 Fast Cure Epoxy (Part A)
Mill White

Product code : B58W610

Other means of identification : Not available.

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Paint or paint related material.

Manufacturer : THE SHERWIN-WILLIAMS COMPANY
101 W. Prospect Avenue
Cleveland, OH 44115

Emergency telephone number of the company : US / Canada: (800) 424-9300
Mexico: SETIQ 800-00-214-00 / 55-5559-1588 Available 24 hours and 365 days a year

Product Information Telephone Number : US / Canada: (800) 524-5979
Mexico: Not Available

Regulatory Information Telephone Number : US / Canada: (216) 566-2902
Mexico: Not Available

Transportation Emergency Telephone Number : US / Canada: (800) 424-9300
Mexico: SETIQ 800-00-214-00 / 55-5559-1588 Available 24 hours and 365 days a year

Section 2. Hazards identification

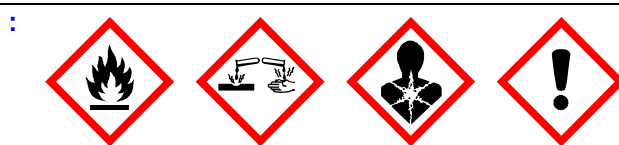
OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : FLAMMABLE LIQUIDS - Category 3
SKIN CORROSION/IRRITATION - Category 2
SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 1
SKIN SENSITIZATION - Category 1
CARCINOGENICITY - Category 2
TOXIC TO REPRODUCTION - Category 2
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 1
ASPIRATION HAZARD - Category 1
Percentage of the mixture consisting of ingredient(s) of unknown acute toxicity: 32% (oral), 10.1% (dermal), 32% (inhalation)

GHS label elements

Section 2. Hazards identification

Hazard pictograms



Signal word

: Danger

Hazard statements

: Flammable liquid and vapor.
May be fatal if swallowed and enters airways.
Causes skin irritation.
May cause an allergic skin reaction.
Causes serious eye damage.
May cause respiratory irritation.
May cause drowsiness or dizziness.
Suspected of causing cancer.
Suspected of damaging fertility or the unborn child.
Causes damage to organs through prolonged or repeated exposure. (lungs, skin)

Precautionary statements

Prevention

: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves, protective clothing and eye or face protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use explosion-proof electrical, ventilating or lighting equipment. Use non-sparking tools. Take action to prevent static discharges. Use only outdoors or in a well-ventilated area. Do not breathe vapor. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Contaminated work clothing must not be allowed out of the workplace.

Response

: IF exposed or concerned: Get medical advice or attention. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or doctor if you feel unwell. IF SWALLOWED: Immediately call a POISON CENTER or doctor. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. Wash contaminated clothing before reuse. IF ON SKIN: Wash with plenty of water. If skin irritation or rash occurs: Get medical advice or attention. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor.

Storage

: Store locked up. Store in a well-ventilated place. Keep container tightly closed. Keep cool.

Disposal

: Dispose of contents and container in accordance with all local, regional, national and international regulations.

Supplemental label elements

DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Contains solvents which can cause permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. FOR INDUSTRIAL USE ONLY. This product must be mixed with other components before use. Before opening the packages, READ AND FOLLOW WARNING LABELS ON ALL COMPONENTS.

Please refer to the SDS for additional information. Keep out of reach of children. Do not transfer contents to other containers for storage.

Hazards not otherwise classified

: None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture
Other means of identification : Not available.

CAS number/other identifiers

Ingredient name	% by weight	CAS number
Titanium Dioxide	≥25 - ≤50	13463-67-7
Phenol, isobutyleneated methylstyrenated	≥10 - ≤25	68457-74-9
Xylene, mixed isomers	≥10 - ≤19	1330-20-7
Polyamide	≥10 - ≤25	68410-23-1
Talc	≤10	14807-96-6
Ethylbenzene	≤3	100-41-4
Triethylene Tetramine	<1	112-24-3
2-Ethyl-2-(hydroxymethyl)-1,3-propanediol	≤0.3	77-99-6

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Get medical attention immediately. Call a poison center or physician. Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Chemical burns must be treated promptly by a physician.
- Inhalation** : Get medical attention immediately. Call a poison center or physician. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.
- Skin contact** : Get medical attention immediately. Call a poison center or physician. Wash with plenty of soap and water. Remove contaminated clothing and shoes. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 10 minutes. Chemical burns must be treated promptly by a physician. In the event of any complaints or symptoms, avoid further exposure. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Aspiration hazard if swallowed. Can enter lungs and cause damage. Do not induce vomiting. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Chemical burns must be treated promptly by a physician. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : Causes serious eye damage.

Section 4. First aid measures

- Inhalation** : Can cause central nervous system (CNS) depression. May cause drowsiness or dizziness. May cause respiratory irritation.
- Skin contact** : Causes skin irritation. May cause an allergic skin reaction.
- Ingestion** : Can cause central nervous system (CNS) depression. May be fatal if swallowed and enters airways.

Over-exposure signs/symptoms

- Eye contact** : Adverse symptoms may include the following:
pain
watering
redness

- Inhalation** : Adverse symptoms may include the following:
respiratory tract irritation
coughing
nausea or vomiting
headache
drowsiness/fatigue
dizziness/vertigo
unconsciousness
reduced fetal weight
increase in fetal deaths
skeletal malformations

- Skin contact** : Adverse symptoms may include the following:
pain or irritation
redness
blistering may occur
reduced fetal weight
increase in fetal deaths
skeletal malformations

- Ingestion** : Adverse symptoms may include the following:
stomach pains
nausea or vomiting
reduced fetal weight
increase in fetal deaths
skeletal malformations

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use dry chemical, CO₂, water spray (fog) or foam.

Unsuitable extinguishing media : Do not use water jet.

Specific hazards arising from the chemical : Flammable liquid and vapor. Runoff to sewer may create fire or explosion hazard. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
metal oxide/oxides

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Remark : Flammable liquid.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Do not breathe vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact

Section 6. Accidental release measures

information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures

: Put on appropriate personal protective equipment (see Section 8). Persons with a history of skin sensitization problems should not be employed in any process in which this product is used. Avoid exposure - obtain special instructions before use. Avoid exposure during pregnancy. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not swallow. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

Advice on general occupational hygiene

: Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities

: Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits (OSHA United States)

Ingredient name	CAS #	Exposure limits
Titanium Dioxide	13463-67-7	OSHA PEL (United States, 5/2018). TWA: 15 mg/m ³ 8 hours. Form: Total dust ACGIH TLV (United States, 1/2022). TWA: 2.5 mg/m ³ 8 hours. Form: respirable fraction, finescale particles
Phenol, isobutylenated methylstyrenated Xylene, mixed isomers	68457-74-9 1330-20-7	None. OSHA PEL (United States, 5/2018). [Xylenes (o-, m-, p-isomers)] TWA: 100 ppm 8 hours. TWA: 435 mg/m ³ 8 hours. ACGIH TLV (United States, 1/2022). [p-xylene and mixtures containing p-xylene] Ototoxicant. TWA: 20 ppm 8 hours.
Polyamide Talc	68410-23-1 14807-96-6	None. NIOSH REL (United States, 10/2020). TWA: 2 mg/m ³ 10 hours. Form: Respirable fraction ACGIH TLV (United States, 1/2022).

Section 8. Exposure controls/personal protection

Ethylbenzene	100-41-4	TWA: 2 mg/m³ 8 hours. Form: Respirable fraction ACGIH TLV (United States, 1/2022). Ototoxicant. TWA: 20 ppm 8 hours. NIOSH REL (United States, 10/2020). TWA: 100 ppm 10 hours. TWA: 435 mg/m³ 10 hours. STEL: 125 ppm 15 minutes. STEL: 545 mg/m³ 15 minutes. OSHA PEL (United States, 5/2018). TWA: 100 ppm 8 hours. TWA: 435 mg/m³ 8 hours.
Triethylene Tetramine	112-24-3	OARS WEEL (United States, 4/2022). Absorbed through skin. TWA: 1 ppm 8 hours.
2-Ethyl-2-(hydroxymethyl)-1,3-propanediol	77-99-6	None.

Occupational exposure limits (Canada)

Ingredient name	CAS #	Exposure limits
Xylene	1330-20-7	CA Alberta Provincial (Canada, 6/2018). [Dimethylbenzene (o,m & p isomers)] 8 hrs OEL: 100 ppm 8 hours. 15 min OEL: 651 mg/m³ 15 minutes. 15 min OEL: 150 ppm 15 minutes. 8 hrs OEL: 434 mg/m³ 8 hours. CA British Columbia Provincial (Canada, 6/2022). [Xylene (o, m & p isomers)] TWA: 100 ppm 8 hours. STEL: 150 ppm 15 minutes. CA Quebec Provincial (Canada, 6/2022). [Xylene (o-,m-,p- isomers)] TWAEV: 100 ppm 8 hours. TWAEV: 434 mg/m³ 8 hours. STEV: 150 ppm 15 minutes. STEV: 651 mg/m³ 15 minutes. CA Ontario Provincial (Canada, 6/2019). [Xylene (o-, m-, p-isomers)] STEL: 150 ppm 15 minutes. TWA: 100 ppm 8 hours. CA Saskatchewan Provincial (Canada, 7/2013). [Xylene (o, m-, p-isomers)] STEL: 150 ppm 15 minutes. TWA: 100 ppm 8 hours.
talc (none asbestiform)	14807-96-6	CA British Columbia Provincial (Canada, 6/2022). Notes: the value is for particulate matter containing no asbestos and less than 1% crystalline silica. TWA: 2 mg/m³ 8 hours. Form: Respirable CA Quebec Provincial (Canada, 6/2022). TWAEV: 2 mg/m³ 8 hours. Form: Respirable dust. CA Alberta Provincial (Canada, 6/2018). 8 hrs OEL: 2 mg/m³ 8 hours. Form: Respirable particulate

Section 8. Exposure controls/personal protection

Ethylbenzene	100-41-4	CA Ontario Provincial (Canada, 6/2019). TWA: 2 mg/m³ 8 hours. Form: Respirable particulate matter. TWA: 2 f/cc 8 hours. CA Saskatchewan Provincial (Canada, 7/2013). TWA: 2 mg/m³ 8 hours. Form: respirable fraction CA Alberta Provincial (Canada, 6/2018). 8 hrs OEL: 100 ppm 8 hours. 8 hrs OEL: 434 mg/m³ 8 hours. 15 min OEL: 543 mg/m³ 15 minutes. 15 min OEL: 125 ppm 15 minutes. CA British Columbia Provincial (Canada, 6/2022). TWA: 20 ppm 8 hours. CA Ontario Provincial (Canada, 6/2019). TWA: 20 ppm 8 hours. CA Quebec Provincial (Canada, 6/2022). TWA_{EV}: 20 ppm 8 hours. CA Saskatchewan Provincial (Canada, 7/2013). STEL: 125 ppm 15 minutes. TWA: 100 ppm 8 hours.
Triethylenetetramine	112-24-3	CA Ontario Provincial (Canada, 6/2019). Absorbed through skin. TWA: 3 mg/m³ 8 hours. TWA: 0.5 ppm 8 hours.

Occupational exposure limits (Mexico)

	CAS #	Exposure limits
Xylene, mixed isomers	1330-20-7	NOM-010-STPS-2014 (Mexico, 4/2016). [Xylenes (mixed)] STEL: 150 ppm 15 minutes. TWA: 100 ppm 8 hours.
Ethylbenzene	100-41-4	NOM-010-STPS-2014 (Mexico, 4/2016). TWA: 20 ppm 8 hours.

Appropriate engineering controls

: Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls

: Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures

: Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Section 8. Exposure controls/personal protection

- Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles and/or face shield. If inhalation hazards exist, a full-face respirator may be required instead.
- Skin protection**
- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear anti-static protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Section 9. Physical and chemical properties

The conditions of measurement of all properties are at standard temperature and pressure unless otherwise indicated.

Appearance

- Physical state** : Liquid.
- Color** : Not available.
- Odor** : Not available.
- Odor threshold** : Not available.
- pH** : Not applicable.
- Melting point/freezing point** : Not available.
- Boiling point, initial boiling point, and boiling range** : 136°C (276.8°F)
- Flash point** : Closed cup: 29°C (84.2°F) [Pensky-Martens Closed Cup]
- Evaporation rate** : 0.8 (butyl acetate = 1)
- Flammability** : Flammable liquid.
- Lower and upper explosion limit/flammability limit** : Lower: 1%
Upper: 7%
- Vapor pressure** : 0.95 kPa (7.1 mm Hg)
- Relative vapor density** : 3.66 [Air = 1]
- Relative density** : 1.46
- Solubility(ies)** :

Media	Result
cold water	Not soluble

Section 9. Physical and chemical properties

Partition coefficient: n-octanol/water	: Not applicable.
Auto-ignition temperature	: Not available.
Decomposition temperature	: Not available.
Viscosity	: Kinematic (40°C (104°F)): <20.5 mm ² /s (<20.5 cSt)
Molecular weight	: Not applicable.
<u>Aerosol product</u>	
Heat of combustion	: 5.465 kJ/g

Section 10. Stability and reactivity

Reactivity	: No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.
Incompatible materials	: Reactive or incompatible with the following materials: oxidizing materials
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Phenol, isobutylenated	LD50 Dermal	Rabbit	>20000 mg/kg	-
methylstyrenated				
Xylene, mixed isomers	LC50 Inhalation Gas.	Rat	6700 ppm	4 hours
	LD50 Oral	Rat	4300 mg/kg	-
Ethylbenzene	LD50 Dermal	Rabbit	>5000 mg/kg	-
	LD50 Oral	Rat	3500 mg/kg	-
Triethylene Tetramine	LD50 Dermal	Rabbit	805 mg/kg	-
	LD50 Oral	Rat	2500 mg/kg	-
2-Ethyl-2-(hydroxymethyl)-1,3-propanediol	LD50 Oral	Rat	14000 mg/kg	-

Irritation/Corrosion

Section 11. Toxicological information

Product/ingredient name	Result	Species	Score	Exposure	Observation
Titanium Dioxide	Skin - Mild irritant	Human	-	72 hours 300 ug l	-
Xylene, mixed isomers	Eyes - Mild irritant	Rabbit	-	87 mg	-
	Eyes - Severe irritant	Rabbit	-	24 hours 5 mg	-
	Skin - Mild irritant	Rat	-	8 hours 60 uL	-
	Skin - Moderate irritant	Rabbit	-	100 %	-
	Skin - Moderate irritant	Rabbit	-	24 hours 500 mg	-
Talc	Skin - Mild irritant	Human	-	72 hours 300 ug l	-
Ethylbenzene	Eyes - Severe irritant	Rabbit	-	500 mg	-
	Skin - Mild irritant	Rabbit	-	24 hours 15 mg	-
Triethylene Tetramine	Eyes - Moderate irritant	Rabbit	-	24 hours 20 mg	-
	Eyes - Severe irritant	Rabbit	-	49 mg	-
	Skin - Severe irritant	Rabbit	-	490 mg	-
	Skin - Severe irritant	Rabbit	-	24 hours 5 mg	-

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Classification

Product/ingredient name	OSHA	IARC	NTP
Titanium Dioxide	-	2B	-
Xylene, mixed isomers	-	3	-
Talc	-	3	-
Ethylbenzene	-	2B	-

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
Phenol, isobutylenated methylstyrenated	Category 3	-	Respiratory tract irritation
Xylene, mixed isomers	Category 3	-	Narcotic effects
	Category 3	-	Respiratory tract irritation
Ethylbenzene	Category 3	-	Respiratory tract irritation
	Category 3	-	Narcotic effects

Specific target organ toxicity (repeated exposure)

Section 11. Toxicological information

Name	Category	Route of exposure	Target organs
Phenol, isobutylenated methylstyrenated	Category 2	-	skin
Xylene, mixed isomers	Category 2	-	-
Talc	Category 1	inhalation	lungs
Ethylbenzene	Category 2	-	-

Aspiration hazard

Name	Result
Phenol, isobutylenated methylstyrenated	ASPIRATION HAZARD - Category 1
Xylene, mixed isomers	ASPIRATION HAZARD - Category 1
Ethylbenzene	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : Causes serious eye damage.

Inhalation : Can cause central nervous system (CNS) depression. May cause drowsiness or dizziness. May cause respiratory irritation.

Skin contact : Causes skin irritation. May cause an allergic skin reaction.

Ingestion : Can cause central nervous system (CNS) depression. May be fatal if swallowed and enters airways.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : Adverse symptoms may include the following:
pain
watering
redness

Inhalation : Adverse symptoms may include the following:
respiratory tract irritation
coughing
nausea or vomiting
headache
drowsiness/fatigue
dizziness/vertigo
unconsciousness
reduced fetal weight
increase in fetal deaths
skeletal malformations

Skin contact : Adverse symptoms may include the following:
pain or irritation
redness
blistering may occur
reduced fetal weight
increase in fetal deaths
skeletal malformations

Ingestion : Adverse symptoms may include the following:
stomach pains
nausea or vomiting
reduced fetal weight
increase in fetal deaths
skeletal malformations

Section 11. Toxicological information

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : Causes damage to organs through prolonged or repeated exposure. Once sensitized, a severe allergic reaction may occur when subsequently exposed to very low levels.

Carcinogenicity : Suspected of causing cancer. Risk of cancer depends on duration and level of exposure.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : Suspected of damaging the unborn child.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : Suspected of damaging fertility.

Numerical measures of toxicity

Acute toxicity estimates

Route	ATE value
Oral	16287.18 mg/kg
Dermal	6706.34 mg/kg
Inhalation (gases)	30888.38 ppm
Inhalation (vapors)	286.92 mg/l

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Titanium Dioxide	Acute LC50 >1000000 µg/l Marine water	Fish - Fundulus heteroclitus	96 hours
	Acute LC50 8500 µg/l Marine water	Crustaceans - Palaemonetes pugio	48 hours
Ethylbenzene	Acute LC50 13400 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Acute EC50 4900 µg/l Marine water	Algae - Skeletonema costatum	72 hours
	Acute EC50 7700 µg/l Marine water	Algae - Skeletonema costatum	96 hours
	Acute EC50 6.53 mg/l Marine water	Crustaceans - Artemia sp. - Nauplii	48 hours
	Acute EC50 2.93 mg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
Triethylene Tetramine 2-Ethyl-2-(hydroxymethyl) -1,3-propanediol	Acute LC50 4200 µg/l Fresh water	Fish - Oncorhynchus mykiss	96 hours
	Acute LC50 33900 µg/l Fresh water	Daphnia - Daphnia magna	48 hours
	Acute EC50 13000000 µg/l Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 14400000 µg/l Marine water	Fish - Cyprinodon variegatus	96 hours

Section 12. Ecological information

Persistence and degradability

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
Xylene, mixed isomers	-	-	Readily
Ethylbenzene	-	-	Readily

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Xylene, mixed isomers	-	8.1 to 25.9	low
2-Ethyl-2-(hydroxymethyl)-1,3-propanediol	-	<1	low

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	IATA	IMDG
UN number	UN1263	UN1263	UN1263	UN1263	UN1263
UN proper shipping name	PAINT	PAINT	PAINT	PAINT	PAINT
Transport hazard class(es)	3 	3 	3 	3 	3 
Packing group	III	III	III	III	III
Environmental hazards	No.	No.	No.	No.	No.

Section 14. Transport information

Additional information	-	Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.18-2.19 (Class 3).	-	-	<u>Emergency schedules</u> F-E, S- E
	<u>ERG No.</u> 128	<u>ERG No.</u> 128	<u>ERG No.</u> 128		

Special precautions for user : Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (sea, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport. People loading and unloading dangerous goods must be trained on all of the risks deriving from the substances and on all actions in case of emergency situations.

Transport in bulk according to IMO instruments : Not available.

Proper shipping name : Not available.

Section 15. Regulatory information

SARA 313

SARA 313 (40 CFR 372.45) supplier notification can be found on the Environmental Data Sheet.

California Prop. 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

International regulations

International lists

- : **Australia inventory (AIIC):** Not determined.
- China inventory (IECSC):** Not determined.
- Japan inventory (CSCL):** Not determined.
- Japan inventory (ISHL):** Not determined.
- Korea inventory (KECI):** Not determined.
- New Zealand Inventory of Chemicals (NZIoC):** Not determined.
- Philippines inventory (PICCS):** Not determined.
- Taiwan Chemical Substances Inventory (TCSI):** Not determined.
- Thailand inventory:** Not determined.
- Turkey inventory:** Not determined.
- Vietnam inventory:** Not determined.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health	*	3
Flammability		3
Physical hazards		0

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

Procedure used to derive the classification

Classification	Justification
FLAMMABLE LIQUIDS - Category 3	On basis of test data
SKIN CORROSION/IRRITATION - Category 2	Calculation method
SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 1	Calculation method
SKIN SENSITIZATION - Category 1	Calculation method
CARCINOGENICITY - Category 2	Calculation method
TOXIC TO REPRODUCTION - Category 2	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 1	Calculation method
ASPIRATION HAZARD - Category 1	Calculation method

History

Date of printing : 6/30/2023

Date of issue/Date of revision : 6/30/2023

Date of previous issue : 6/9/2023

Version : 27.02

Key to abbreviations : ATE = Acute Toxicity Estimate
 BCF = Bioconcentration Factor
 GHS = Globally Harmonized System of Classification and Labelling of Chemicals
 IATA = International Air Transport Association
 IBC = Intermediate Bulk Container
 IMDG = International Maritime Dangerous Goods
 LogPow = logarithm of the octanol/water partition coefficient
 MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
 N/A = Not available
 SGG = Segregation Group
 UN = United Nations

Indicates information that has changed from previously issued version.

Notice to reader

Section 16. Other information

It is recommended that each customer or recipient of this Safety Data Sheet (SDS) study it carefully and consult resources, as necessary or appropriate, to become aware of and understand the data contained in this SDS and any hazards associated with the product. This information is provided in good faith and believed to be accurate as of the effective date herein. However, no warranty, express or implied, is given. The information presented here applies only to the product as shipped. The addition of any material can change the composition, hazards and risks of the product. Products shall not be repackaged, modified, or tinted except as specifically instructed by the manufacturer, including but not limited to the incorporation of products not specified by the manufacturer, or the use or addition of products in proportions not specified by the manufacturer. Regulatory requirements are subject to change and may differ between various locations and jurisdictions. The customer/buyer/user is responsible to ensure that his activities comply with all country, federal, state, provincial or local laws. The conditions for use of the product are not under the control of the manufacturer; the customer/buyer/user is responsible to determine the conditions necessary for the safe use of this product. The customer/buyer/user should not use the product for any purpose other than the purpose shown in the applicable section of this SDS without first referring to the supplier and obtaining written handling instructions. Due to the proliferation of sources for information such as manufacturer-specific SDS, the manufacturer cannot be responsible for SDSs obtained from any other source.

SAFETY DATA SHEET

B54W151

Section 1. Identification

Product name : PRO INDUSTRIAL™ Urethane Alkyd Enamel
Extra White

Product code : B54W151

Other means of identification : Not available.

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Paint or paint related material.

Manufacturer : THE SHERWIN-WILLIAMS COMPANY
101 W. Prospect Avenue
Cleveland, OH 44115

Emergency telephone number of the company : US / Canada: (800) 424-9300
Mexico: SETIQ 800-00-214-00 / 55-5559-1588 Available 24 hours and 365 days a year

Product Information Telephone Number : US / Canada: (800) 524-5979
Mexico: Not Available

Regulatory Information Telephone Number : US / Canada: (216) 566-2902
Mexico: Not Available

Transportation Emergency Telephone Number : US / Canada: (800) 424-9300
Mexico: SETIQ 800-00-214-00 / 55-5559-1588 Available 24 hours and 365 days a year

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : FLAMMABLE LIQUIDS - Category 3
SKIN SENSITIZATION - Category 1
CARCINOGENICITY - Category 2
TOXIC TO REPRODUCTION - Category 2
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 2
ASPIRATION HAZARD - Category 1
Percentage of the mixture consisting of ingredient(s) of unknown acute toxicity: 23.7% (oral), 23.7% (dermal), 23.7% (inhalation)

GHS label elements

Hazard pictograms :



Section 2. Hazards identification

- Signal word** : Danger
- Hazard statements** : Flammable liquid and vapor.
May be fatal if swallowed and enters airways.
May cause an allergic skin reaction.
May cause respiratory irritation.
May cause drowsiness or dizziness.
Suspected of causing cancer.
Suspected of damaging fertility or the unborn child.
May cause damage to organs through prolonged or repeated exposure.

Precautionary statements

- Prevention** : Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves, protective clothing and eye or face protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use explosion-proof electrical, ventilating or lighting equipment. Use non-sparking tools. Take action to prevent static discharges. Use only outdoors or in a well-ventilated area. Do not breathe vapor. Contaminated work clothing must not be allowed out of the workplace.

- Response** : IF exposed or concerned: Get medical advice or attention. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or doctor if you feel unwell. IF SWALLOWED: Immediately call a POISON CENTER or doctor. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. Wash contaminated clothing before reuse. IF ON SKIN: Wash with plenty of water. If skin irritation or rash occurs: Get medical advice or attention.

- Storage** : Store locked up. Store in a well-ventilated place. Keep container tightly closed. Keep cool.

- Disposal** : Dispose of contents and container in accordance with all local, regional, national and international regulations.

- Supplemental label elements** DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Contains solvents which can cause permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. FOR INDUSTRIAL USE ONLY.
Please refer to the SDS for additional information. Keep out of reach of children. Do not transfer contents to other containers for storage.

- Hazards not otherwise classified** : DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

Section 3. Composition/information on ingredients

- Substance/mixture** : Mixture
- Other means of identification** : Not available.

CAS number/other identifiers

Ingredient name	% by weight	CAS number
Light Aliphatic Hydrocarbon	≥10 - ≤25	64742-47-8
Titanium Dioxide	≥10 - ≤25	13463-67-7
Xylene, mixed isomers	≤3	1330-20-7
Hydrotreated Heavy Petroleum Naphtha	≤1	64742-48-9
Methyl Ethyl Ketoxime	<1	96-29-7
Methyl Isobutyl Ketone	<1	108-10-1
Calcium 2-Ethylhexanoate	≤0.3	136-51-6
Ethylbenzene	≤0.3	100-41-4

Section 3. Composition/information on ingredients

2-(2-Methoxyethoxy)-ethanol	≤0.3	111-77-3
Zirconium 2-Ethylhexanoate	≤0.3	22464-99-9
Med. Aliphatic Hydrocarbon Solvent	≤0.3	64742-88-7
2-Ethyl-2-(hydroxymethyl)-1,3-propanediol	≤0.3	77-99-6

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If necessary, call a poison center or physician. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.
- Skin contact** : Wash with plenty of soap and water. Remove contaminated clothing and shoes. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 10 minutes. Get medical attention. In the event of any complaints or symptoms, avoid further exposure. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Aspiration hazard if swallowed. Can enter lungs and cause damage. Do not induce vomiting. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : No known significant effects or critical hazards.
- Inhalation** : Can cause central nervous system (CNS) depression. May cause drowsiness or dizziness. May cause respiratory irritation.
- Skin contact** : May cause an allergic skin reaction.
- Ingestion** : Can cause central nervous system (CNS) depression. May be fatal if swallowed and enters airways.

Over-exposure signs/symptoms

- Eye contact** : No specific data.

Section 4. First aid measures

- Inhalation** : Adverse symptoms may include the following:
respiratory tract irritation
coughing
nausea or vomiting
headache
drowsiness/fatigue
dizziness/vertigo
unconsciousness
reduced fetal weight
increase in fetal deaths
skeletal malformations
- Skin contact** : Adverse symptoms may include the following:
irritation
redness
reduced fetal weight
increase in fetal deaths
skeletal malformations
- Ingestion** : Adverse symptoms may include the following:
nausea or vomiting
reduced fetal weight
increase in fetal deaths
skeletal malformations

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media** : Use dry chemical, CO₂, water spray (fog) or foam.
- Unsuitable extinguishing media** : Do not use water jet.

- Specific hazards arising from the chemical** : Flammable liquid and vapor. Runoff to sewer may create fire or explosion hazard. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back.

- Hazardous thermal decomposition products** : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
metal oxide/oxides

Section 5. Fire-fighting measures

- Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.
- Remark** : Flammable liquid.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders** : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".
- Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

- Small spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.
- Large spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8). Persons with a history of skin sensitization problems should not be employed in any process in which this product is used. Avoid exposure - obtain special instructions before use. Avoid exposure during pregnancy. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not swallow. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

Section 7. Handling and storage

Advice on general occupational hygiene

: Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities

: Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits (OSHA United States)

Ingredient name	CAS #	Exposure limits
Light Aliphatic Hydrocarbon	64742-47-8	ACGIH TLV (United States, 1/2022). [Kerosene as total hydrocarbon vapor] Absorbed through skin. TWA: 200 mg/m ³ , (as total hydrocarbon vapor) 8 hours.
Titanium Dioxide	13463-67-7	OSHA PEL (United States, 5/2018). TWA: 15 mg/m ³ 8 hours. Form: Total dust ACGIH TLV (United States, 1/2022). TWA: 2.5 mg/m ³ 8 hours. Form: respirable fraction, finescale particles
Xylene, mixed isomers	1330-20-7	OSHA PEL (United States, 5/2018). [Xylenes (o-, m-, p-isomers)] TWA: 100 ppm 8 hours. TWA: 435 mg/m ³ 8 hours. ACGIH TLV (United States, 1/2022). [p-xylene and mixtures containing p-xylene] Ototoxicant. TWA: 20 ppm 8 hours.
Hydrotreated Heavy Petroleum Naphtha Methyl Ethyl Ketoxime	64742-48-9 96-29-7	None. OARS WEEL (United States, 4/2022). Skin sensitizer.
Methyl Isobutyl Ketone	108-10-1	TWA: 10 ppm 8 hours. ACGIH TLV (United States, 1/2022). TWA: 20 ppm 8 hours. STEL: 75 ppm 15 minutes. NIOSH REL (United States, 10/2020). TWA: 50 ppm 10 hours. TWA: 205 mg/m ³ 10 hours. STEL: 75 ppm 15 minutes. STEL: 300 mg/m ³ 15 minutes. OSHA PEL (United States, 5/2018). TWA: 100 ppm 8 hours. TWA: 410 mg/m ³ 8 hours.
Calcium 2-Ethylhexanoate Ethylbenzene	136-51-6 100-41-4	None. ACGIH TLV (United States, 1/2022). Ototoxicant.

Section 8. Exposure controls/personal protection

2-(2-Methoxyethoxy)-ethanol Zirconium 2-Ethylhexanoate	111-77-3 22464-99-9	TWA: 20 ppm 8 hours. NIOSH REL (United States, 10/2020). TWA: 100 ppm 10 hours. TWA: 435 mg/m³ 10 hours. STEL: 125 ppm 15 minutes. STEL: 545 mg/m³ 15 minutes. OSHA PEL (United States, 5/2018). TWA: 100 ppm 8 hours. TWA: 435 mg/m³ 8 hours. None. ACGIH TLV (United States, 1/2022). [Zirconium and compounds as Zr] TWA: 5 mg/m³, (as Zr) 8 hours. STEL: 10 mg/m³, (as Zr) 15 minutes. NIOSH REL (United States, 10/2020). [zirconium compounds as Zr] TWA: 5 mg/m³, (as Zr) 10 hours. STEL: 10 mg/m³, (as Zr) 15 minutes. OSHA PEL (United States, 5/2018). [Zirconium compounds (as Zr)] TWA: 5 mg/m³, (as Zr) 8 hours.
Med. Aliphatic Hydrocarbon Solvent	64742-88-7	OSHA PEL (United States, 5/2018). [Naphtha (Coal tar)] TWA: 100 ppm 8 hours. TWA: 400 mg/m³ 8 hours.
2-Ethyl-2-(hydroxymethyl)-1,3-propanediol	77-99-6	None.

Occupational exposure limits (Canada)

Ingredient name	CAS #	Exposure limits
Petroleum refining, hydrotreated light distillate	64742-47-8	CA British Columbia Provincial (Canada, 6/2022). [Kerosene/Jet fuels as total hydrocarbon vapour] Absorbed through skin. Notes: Application restricted to conditions in which there are negligible aerosol exposures. TWA: 200 mg/m³, (as total hydrocarbon vapour) 8 hours. CA Alberta Provincial (Canada, 6/2018). [Kerosene/Jet fuels as total hydrocarbon vapour] Absorbed through skin. 8 hrs OEL: 200 mg/m³, (as total hydrocarbon vapour) 8 hours. CA Ontario Provincial (Canada, 6/2019). Absorbed through skin. TWA: 200 mg/m³, (as total hydrocarbon vapour) 8 hours.
Xylene	1330-20-7	CA Alberta Provincial (Canada, 6/2018). [Dimethylbenzene (o,m & p isomers)] 8 hrs OEL: 100 ppm 8 hours. 15 min OEL: 651 mg/m³ 15 minutes. 15 min OEL: 150 ppm 15 minutes. 8 hrs OEL: 434 mg/m³ 8 hours. CA British Columbia Provincial (Canada, 6/2022). [Xylene (o, m & p isomers)] TWA: 100 ppm 8 hours. STEL: 150 ppm 15 minutes.

Section 8. Exposure controls/personal protection

		CA Quebec Provincial (Canada, 6/2022). [Xylene (o-,m-,p- isomers)] TWA: 100 ppm 8 hours. TWA: 434 mg/m³ 8 hours. STEL: 150 ppm 15 minutes. STEL: 651 mg/m³ 15 minutes. CA Ontario Provincial (Canada, 6/2019). [Xylene (o-, m-, p-isomers)] STEL: 150 ppm 15 minutes. TWA: 100 ppm 8 hours. CA Saskatchewan Provincial (Canada, 7/2013). [Xylene (o, m-, p-isomers)] STEL: 150 ppm 15 minutes. TWA: 100 ppm 8 hours.
Methyl Ethyl Ketoxime	96-29-7	OARS WEEL (United States, 4/2022). Skin sensitizer. TWA: 10 ppm 8 hours.
Methyl isobutyl ketone	108-10-1	CA Alberta Provincial (Canada, 6/2018). 8 hrs OEL: 205 mg/m³ 8 hours. 8 hrs OEL: 50 ppm 8 hours. 15 min OEL: 75 ppm 15 minutes. 15 min OEL: 307 mg/m³ 15 minutes. CA British Columbia Provincial (Canada, 6/2022). TWA: 20 ppm 8 hours. STEL: 75 ppm 15 minutes. CA Ontario Provincial (Canada, 6/2019). TWA: 20 ppm 8 hours. STEL: 75 ppm 15 minutes. CA Quebec Provincial (Canada, 6/2022). TWA: 20 ppm 8 hours. STEL: 75 ppm 15 minutes. CA Saskatchewan Provincial (Canada, 7/2013). STEL: 75 ppm 15 minutes. TWA: 50 ppm 8 hours.
Ethylbenzene	100-41-4	CA Alberta Provincial (Canada, 6/2018). 8 hrs OEL: 100 ppm 8 hours. 8 hrs OEL: 434 mg/m³ 8 hours. 15 min OEL: 543 mg/m³ 15 minutes. 15 min OEL: 125 ppm 15 minutes. CA British Columbia Provincial (Canada, 6/2022). TWA: 20 ppm 8 hours. CA Ontario Provincial (Canada, 6/2019). TWA: 20 ppm 8 hours. CA Quebec Provincial (Canada, 6/2022). TWA: 20 ppm 8 hours. CA Saskatchewan Provincial (Canada, 7/2013). STEL: 125 ppm 15 minutes. TWA: 100 ppm 8 hours.
Zirconium 2-Ethylhexanoate	22464-99-9	CA Alberta Provincial (Canada, 6/2018). [Zirconium and compounds as Zr] 8 hrs OEL: 5 mg/m³, (as Zr) 8 hours. 15 min OEL: 10 mg/m³, (as Zr) 15 minutes. CA British Columbia Provincial (Canada,

Section 8. Exposure controls/personal protection

		6/2022). [Zirconium and compounds as Zr] TWA: 5 mg/m ³ , (as Zr) 8 hours. STEL: 10 mg/m ³ , (as Zr) 15 minutes. CA Quebec Provincial (Canada, 6/2022). [Zirconium and compounds] TWA: 5 mg/m ³ , (as Zr) 8 hours. STEL: 10 mg/m ³ , (as Zr) 15 minutes. CA Ontario Provincial (Canada, 6/2019). [Zirconium and compounds as Z] STEL: 10 mg/m ³ , (as Zr) 15 minutes. TWA: 5 mg/m ³ , (as Zr) 8 hours.
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Occupational exposure limits (Mexico)

	CAS #	Exposure limits
Light Aliphatic Hydrocarbon	64742-47-8	ACGIH TLV (United States, 1/2022). [Kerosene as total hydrocarbon vapor] Absorbed through skin. TWA: 200 mg/m ³ , (as total hydrocarbon vapor) 8 hours.
Xylene, mixed isomers	1330-20-7	NOM-010-STPS-2014 (Mexico, 4/2016). [Xylenes (mixed)] STEL: 150 ppm 15 minutes. TWA: 100 ppm 8 hours.
Methyl Isobutyl Ketone	108-10-1	NOM-010-STPS-2014 (Mexico, 4/2016). TWA: 50 ppm 8 hours. STEL: 75 ppm 15 minutes.
Zirconium 2-Ethylhexanoate	22464-99-9	NOM-010-STPS-2014 (Mexico, 4/2016). [Zirconium compounds] TWA: 5 mg/m ³ , (as Zr) 8 hours. STEL: 10 mg/m ³ , (as Zr) 15 minutes.

Appropriate engineering controls

: Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls

: Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures

: Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection

: Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

Skin protection

Section 8. Exposure controls/personal protection

- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear anti-static protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Section 9. Physical and chemical properties

The conditions of measurement of all properties are at standard temperature and pressure unless otherwise indicated.

Appearance

- Physical state** : Liquid.
- Color** : Not available.
- Odor** : Not available.
- Odor threshold** : Not available.
- pH** : Not applicable.
- Melting point/freezing point** : Not available.
- Boiling point, initial boiling point, and boiling range** : 138°C (280.4°F)
- Flash point** : Closed cup: 39°C (102.2°F) [Pensky-Martens Closed Cup]
- Evaporation rate** : 0.53 (butyl acetate = 1)
- Flammability** : Flammable liquid.
- Lower and upper explosion limit/flammability limit** : Lower: 1%
Upper: 7%
- Vapor pressure** : 0.79 kPa (5.9 mm Hg)
- Relative vapor density** : 3.66 [Air = 1]
- Relative density** : 1.18
- Solubility(ies)** :

Media	Result
cold water	Not soluble

- Partition coefficient: n-octanol/water** : Not applicable.
- Auto-ignition temperature** : Not available.
- Decomposition temperature** : Not available.
- Viscosity** : Kinematic (40°C (104°F)): <20.5 mm²/s (<20.5 cSt)
- Molecular weight** : Not applicable.

Section 9. Physical and chemical properties

Aerosol product

Heat of combustion : 11.956 kJ/g

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.

Incompatible materials : Reactive or incompatible with the following materials:
oxidizing materials

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Xylene, mixed isomers	LC50 Inhalation Gas.	Rat	6700 ppm	4 hours
	LD50 Oral	Rat	4300 mg/kg	-
Hydrotreated Heavy Petroleum Naphtha	LC50 Inhalation Vapor	Rat	8500 mg/m ³	4 hours
	LD50 Oral	Rat	>6 g/kg	-
Methyl Ethyl Ketoxime	LD50 Oral	Rat	930 mg/kg	-
Methyl Isobutyl Ketone	LD50 Oral	Rat	2080 mg/kg	-
Ethylbenzene	LD50 Dermal	Rabbit	>5000 mg/kg	-
	LD50 Oral	Rat	3500 mg/kg	-
Zirconium 2-Ethylhexanoate	LD50 Dermal	Rabbit	>5 g/kg	-
	LD50 Oral	Rat	>5 g/kg	-
2-Ethyl-2-(hydroxymethyl)-1,3-propanediol	LD50 Oral	Rat	14000 mg/kg	-

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
Titanium Dioxide	Skin - Mild irritant	Human	-	72 hours 300 ug l	-
Xylene, mixed isomers	Eyes - Mild irritant	Rabbit	-	87 mg	-
	Eyes - Severe irritant	Rabbit	-	24 hours 5 mg	-
	Skin - Mild irritant	Rat	-	8 hours 60 uL	-
	Skin - Moderate irritant	Rabbit	-	100 %	-
	Skin - Moderate irritant	Rabbit	-	24 hours 500 mg	-
Methyl Ethyl Ketoxime	Eyes - Severe irritant	Rabbit	-	100 uL	-
Methyl Isobutyl Ketone	Eyes - Moderate irritant	Rabbit	-	24 hours 100 uL	-

Section 11. Toxicological information

Ethylbenzene	Eyes - Severe irritant	Rabbit	-	40 mg	-
	Skin - Mild irritant	Rabbit	-	24 hours 500 mg	-
2-(2-Methoxyethoxy)-ethanol	Eyes - Severe irritant	Rabbit	-	500 mg	-
	Skin - Mild irritant	Rabbit	-	24 hours 15 mg	-
	Eyes - Mild irritant	Rabbit	-	24 hours 500 mg	-
	Eyes - Moderate irritant	Rabbit	-	500 mg	-

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Classification

Product/ingredient name	OSHA	IARC	NTP
Titanium Dioxide	-	2B	-
Xylene, mixed isomers	-	3	-
Methyl Isobutyl Ketone	-	2B	-
Ethylbenzene	-	2B	-

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
Light Aliphatic Hydrocarbon	Category 3	-	Respiratory tract irritation
Xylene, mixed isomers	Category 3 Category 3	-	Narcotic effects Respiratory tract irritation
Methyl Ethyl Ketoxime	Category 1	-	upper respiratory tract
Methyl Isobutyl Ketone	Category 3 Category 3	-	Narcotic effects Respiratory tract irritation
Ethylbenzene	Category 3 Category 3	-	Narcotic effects Respiratory tract irritation
2-(2-Methoxyethoxy)-ethanol	Category 3 Category 3	-	Narcotic effects Respiratory tract irritation
Med. Aliphatic Hydrocarbon Solvent	Category 3 Category 3 Category 3	-	Narcotic effects Respiratory tract irritation Narcotic effects

Specific target organ toxicity (repeated exposure)

Section 11. Toxicological information

Name	Category	Route of exposure	Target organs
Light Aliphatic Hydrocarbon	Category 2	-	-
Xylene, mixed isomers	Category 2	-	-
Methyl Ethyl Ketoxime	Category 2	-	blood system
Methyl Isobutyl Ketone	Category 2	-	-
Ethylbenzene	Category 2	-	-
2-(2-Methoxyethoxy)-ethanol	Category 2	-	-
Med. Aliphatic Hydrocarbon Solvent	Category 1	-	-

Aspiration hazard

Name	Result
Light Aliphatic Hydrocarbon	ASPIRATION HAZARD - Category 1
Xylene, mixed isomers	ASPIRATION HAZARD - Category 1
Hydrotreated Heavy Petroleum Naphtha	ASPIRATION HAZARD - Category 1
Ethylbenzene	ASPIRATION HAZARD - Category 1
Med. Aliphatic Hydrocarbon Solvent	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : Can cause central nervous system (CNS) depression. May cause drowsiness or dizziness. May cause respiratory irritation.

Skin contact : May cause an allergic skin reaction.

Ingestion : Can cause central nervous system (CNS) depression. May be fatal if swallowed and enters airways.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.

Inhalation : Adverse symptoms may include the following:
respiratory tract irritation
coughing
nausea or vomiting
headache
drowsiness/fatigue
dizziness/vertigo
unconsciousness
reduced fetal weight
increase in fetal deaths
skeletal malformations

Skin contact : Adverse symptoms may include the following:
irritation
redness
reduced fetal weight
increase in fetal deaths
skeletal malformations

Ingestion : Adverse symptoms may include the following:
nausea or vomiting
reduced fetal weight
increase in fetal deaths
skeletal malformations

Delayed and immediate effects and also chronic effects from short and long term exposure

Section 11. Toxicological information

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : May cause damage to organs through prolonged or repeated exposure. Once sensitized, a severe allergic reaction may occur when subsequently exposed to very low levels.

Carcinogenicity : Suspected of causing cancer. Risk of cancer depends on duration and level of exposure.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : Suspected of damaging the unborn child.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : Suspected of damaging fertility.

Numerical measures of toxicity

Acute toxicity estimates

Route	ATE value
Oral	287655.38 mg/kg
Dermal	73586.26 mg/kg
Inhalation (gases)	448207.22 ppm

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Light Aliphatic Hydrocarbon	Acute LC50 2200 µg/l Fresh water	Fish - Lepomis macrochirus	4 days
	Acute LC50 >1000000 µg/l Marine water	Fish - Fundulus heteroclitus	96 hours
	Acute LC50 8500 µg/l Marine water	Crustaceans - Palaemonetes pugio	48 hours
Titanium Dioxide	Acute LC50 13400 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Acute LC50 843000 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Acute LC50 505000 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Chronic NOEC 78 mg/l Fresh water	Daphnia - Daphnia magna	21 days
	Chronic NOEC 168 mg/l Fresh water	Fish - Pimephales promelas - Embryo	33 days
		Algae - Skeletonema costatum	72 hours
Xylene, mixed isomers	Acute EC50 4900 µg/l Marine water	Algae - Skeletonema costatum	96 hours
	Acute EC50 7700 µg/l Marine water	Crustaceans - Artemia sp. - Nauplii	48 hours
	Acute EC50 6.53 mg/l Marine water	Daphnia - Daphnia magna - Neonate	48 hours
Methyl Ethyl Ketoxime	Acute EC50 2.93 mg/l Fresh water	Fish - Oncorhynchus mykiss	96 hours
	Acute LC50 4200 µg/l Fresh water	Daphnia - Daphnia magna	48 hours
	Acute EC50 >930 ppm Fresh water	Fish - Lepomis macrochirus	96 hours
Methyl Isobutyl Ketone	Acute LC50 7500 ppm Fresh water		
Ethylbenzene			
2-(2-Methoxyethoxy)-ethanol			

Section 12. Ecological information

2-Ethyl-2-(hydroxymethyl) -1,3-propanediol	Acute EC50 13000000 µg/l Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 14400000 µg/l Marine water	Fish - Cyprinodon variegatus	96 hours

Persistence and degradability

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
Xylene, mixed isomers	-	-	Readily
Methyl Isobutyl Ketone	-	-	Readily
Ethylbenzene	-	-	Readily

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Xylene, mixed isomers	-	8.1 to 25.9	low
Hydrotreated Heavy Petroleum Naphtha	-	10 to 2500	high
Methyl Ethyl Ketoxime	-	2.5 to 5.8	low
Calcium 2-Ethylhexanoate	-	2.96	low
Zirconium 2-Ethylhexanoate	-	2.96	low
2-Ethyl-2-(hydroxymethyl) -1,3-propanediol	-	<1	low

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	IATA	IMDG
UN number	UN1263	UN1263	UN1263	UN1263	UN1263
UN proper shipping name	PAINT	PAINT	PAINT	PAINT	PAINT
Transport hazard class(es)	3 	3 	3 	3 	3 
Packing group	III	III	III	III	III
Environmental hazards	No.	No.	No.	No.	No.
Additional information	This product may be re-classified as "Combustible Liquid," unless transported by vessel or aircraft. Non-bulk packages (less than or equal to 119 gal) of combustible liquids are not regulated as hazardous materials in package sizes less than the product reportable quantity. ERG No. 128	Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.18-2.19 (Class 3). ERG No. 128	- ERG No. 128	-	Emergency schedules F-E, S-E

Special precautions for user : Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (sea, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport. People loading and unloading dangerous goods must be trained on all of the risks deriving from the substances and on all actions in case of emergency situations.

Transport in bulk according to IMO instruments : Not available.

Proper shipping name : Not available.

Section 15. Regulatory information

TSCA 5(a)2 proposed significant new use rules: reaction mass of: 5-chloro-2-methyl-4-isothiazolin-3-one [EC no. 247-500-7] and 2-methyl-2H-isothiazol-3-one [EC no. 220-239-6] (3:1)

[SARA 313](#)

SARA 313 (40 CFR 372.45) supplier notification can be found on the Environmental Data Sheet.

[California Prop. 65](#)

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

[International regulations](#)

[International lists](#)

: **Australia inventory (AIIIC):** Not determined.
China inventory (IECSC): Not determined.
Japan inventory (CSCL): Not determined.
Japan inventory (ISHL): Not determined.
Korea inventory (KECI): Not determined.
New Zealand Inventory of Chemicals (NZIoC): Not determined.
Philippines inventory (PICCS): Not determined.
Taiwan Chemical Substances Inventory (TCSI): Not determined.
Thailand inventory: Not determined.
Turkey inventory: Not determined.
Vietnam inventory: Not determined.

Section 16. Other information

[Hazardous Material Information System \(U.S.A.\)](#)

Health	*	3
Flammability		2
Physical hazards		0

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

[Procedure used to derive the classification](#)

Classification	Justification
FLAMMABLE LIQUIDS - Category 3	On basis of test data
SKIN SENSITIZATION - Category 1	Calculation method
CARCINOGENICITY - Category 2	Calculation method
TOXIC TO REPRODUCTION - Category 2	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Narcotic effects) - Category 3	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 2	Calculation method
ASPIRATION HAZARD - Category 1	Calculation method

[History](#)

Date of printing : 6/10/2023

Date of issue/Date of revision : 6/10/2023

Section 16. Other information

Date of previous issue : 5/5/2023

Version : 26.01

Key to abbreviations :

- ATE = Acute Toxicity Estimate
- BCF = Bioconcentration Factor
- GHS = Globally Harmonized System of Classification and Labelling of Chemicals
- IATA = International Air Transport Association
- IBC = Intermediate Bulk Container
- IMDG = International Maritime Dangerous Goods
- LogPow = logarithm of the octanol/water partition coefficient
- MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
- N/A = Not available
- SGG = Segregation Group
- UN = United Nations

✔ Indicates information that has changed from previously issued version.

Notice to reader

It is recommended that each customer or recipient of this Safety Data Sheet (SDS) study it carefully and consult resources, as necessary or appropriate, to become aware of and understand the data contained in this SDS and any hazards associated with the product. This information is provided in good faith and believed to be accurate as of the effective date herein. However, no warranty, express or implied, is given. The information presented here applies only to the product as shipped. The addition of any material can change the composition, hazards and risks of the product. Products shall not be repackaged, modified, or tinted except as specifically instructed by the manufacturer, including but not limited to the incorporation of products not specified by the manufacturer, or the use or addition of products in proportions not specified by the manufacturer. Regulatory requirements are subject to change and may differ between various locations and jurisdictions. The customer/buyer/user is responsible to ensure that his activities comply with all country, federal, state, provincial or local laws. The conditions for use of the product are not under the control of the manufacturer; the customer/buyer/user is responsible to determine the conditions necessary for the safe use of this product. The customer/buyer/user should not use the product for any purpose other than the purpose shown in the applicable section of this SDS without first referring to the supplier and obtaining written handling instructions. Due to the proliferation of sources for information such as manufacturer-specific SDS, the manufacturer cannot be responsible for SDSs obtained from any other source.



Exterior Finishes

Previously Coated Surfaces

Primer: B51W00620 - PrepRite® ProBlock® Interior/Exterior Latex Primer/Sealer White

Finish: A89W01151 - SuperPaint® Exterior Latex Satin Extra White



SHERWIN-WILLIAMS.

Basic Surface Preparation

Coating performance is directly affected by surface preparation. Coating integrity and service life will be reduced because of improperly prepared surfaces. As high as 80% of all coating failures can be directly attributed to inadequate surface preparation that affects coating adhesion. Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.

The majority of paintable surfaces are concrete, ferrous metal, galvanizing, wood and aluminum. They all require protection to keep them from deteriorating in aggressive environments. Selection of the proper method for surface preparation depends on the substrate, the environment, the coating selected, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Verify the existence of lead based paints on the project. Buildings constructed after 1978 are less likely to contain lead based paints. If lead based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation, Repair and Painting and all applicable state and local regulations. State and local regulations may be more strict than those set under the federal regulations. Verify that Owner has completed a Hazardous Material Assessment Report for the project prior to issuing of Drawings. Concluding that no lead based paints were found on project site, delete paragraph regarding lead based paints.

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be more strict than those set under the federal RRP Rule.

No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless the products to be used are designed to be used in those environments.

Aluminum – S-W 1: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.

Block (Cinder and Concrete) – S-W 3: Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 28 days at 75°F. The pH of the surface should be between 6 and 9. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound (per ASTM D4261).

Brick – S-W 4: Must be free of dirt, loose and excess mortar, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Conditioner.

Concrete and Masonry – Concrete, Poured – Exterior or Interior – S-W 5: The preparation of new concrete surfaces is as important as the surface preparation of steel. The following precautions will help assure maximum performance of the coating system and satisfactory coating adhesion:

1. Cure – Concrete must be cured prior to coating. Cured is generally defined as concrete poured and aged at a material temperature of at least 75°F for at least 28 days unless specified products are designed for earlier application.

2. Moisture – Reference ASTM F1869-98 Moisture Test by use of Calcium Chloride or ASTM D4263 Plastic Sheet Method. Concrete must be free from moisture as much as possible (it seldom falls below 15%). Vapor pressures, temperature, humidity, differentials, and hydrostatic pressures can cause coatings to prematurely fail. The source of moisture, if present, must be located, and the cause corrected prior to coating.

3. Temperature – Air, surface and material temperatures must be in keeping with requirements for the selected product during and after coating application, until coating is cured.

4. Contamination – Remove all grease, dirt, paint, oil, laitance, efflorescence, loose mortar, and cement by the recommendations listed in the surface preparation section.

5. Surface Condition – Hollow areas, bug holes, voids, honeycombs, fin form marks, and all protrusions or rough edges are to be ground or stoned to provide a continuous surface of suitable texture for proper adhesion of the coating. Imperfections may require filling, as specified, with a recommended Sherwin-Williams product.

6. Concrete Treatment – Hardeners, sealers, form release agents, curing compounds, and other concrete treatments should be removed to ensure adequate coating adhesion and performance.

Methods of Surface Preparation on Concrete per SSPC-SP13/NACE 6 or ICRI 03732 Surface Cleaning Methods: Vacuum cleaning, air blast cleaning, and water cleaning per ASTM D4258.

Used to remove dirt, loose material, and/or dust from concrete.

Detergent water cleaning and steam cleaning per ASTM D4258.

Used to remove oils and grease from concrete. Prior to abrasive cleaning, and after abrasive cleaning, surfaces should be cleaned by one of the methods described above.

Mechanical Surface Preparation Methods:

Dry abrasive blasting, wet abrasive blasting, vacuum assisted abrasive blasting, and centrifugal shot abrasive blasting per ASTM D4259. Used to remove contaminants, laitance, and weak concrete, to expose subsurface voids, and to produce a sound concrete surface with adequate profile and surface porosity.

High-pressure water cleaning or water jetting per SSPC-SP12-NACE5.

Used to remove contaminants, laitance, and weak concrete, to expose subsurface voids, and to produce a sound concrete surface with adequate profile and surface porosity.

Impact tool methods per ASTM D4259.

Used to remove existing coatings, laitance, and weak concrete. Methods include scarifying, planing, scabbling, and rotary peening. Impact tools may fracture concrete surfaces or cause microcracking requiring surface repair.

Power tool methods per ASTM D4259.

Used to remove existing coatings, laitance, weak concrete, and protrusions in concrete. Methods include circular grinding, sanding, and wire brushing. These methods may not produce the required surface profile to ensure adequate adhesion of subsequent coatings.

Chemical Surface Preparation Methods:

Acid etching per ASTM D4260. Use to remove some surface contaminants, laitance, and weak concrete, and to provide a surface profile on horizontal concrete surfaces. This method requires complete removal of all reaction products and pH testing to ensure neutralization of the acid. Not recommended for vertical surfaces. Etching with hydrochloric acid shall not be used where corrosion of metal in the concrete is likely to occur. Adequate ventilation and safety equipment required.

1. Clean surface per ASTM D4268
2. Wet surface with clean water
3. Etch with 10-15% muriatic acid solution at the rate of 1 gallon per 75 square feet
4. Scrub with stiff brush
5. Allow sufficient time for scrubbing and until bubbling stops
6. If no bubbling occurs, surface is contaminated. Refer to ASTM D4258 or ASTM D4259
7. Rinse surface two or three times. Remove acid/water each time.
8. Surface should have a texture similar to medium grit sandpaper.
9. Neutralize surface with a 3% solution of tri-sodium phosphate and flush with clean water.
10. Allow to dry and check for excess moisture.

Cement Composition Siding/Panels – S-W 6: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Pressure clean, if needed, with a minimum of 2100 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, many times the pH may be 10 or higher.

Composition Board (Hardboard) – S-W 9: Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyl primer.

Copper – S-W 7: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP2, Hand Tool Cleaning.

Drywall—Interior and Exterior – S-W 8: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

Galvanized Metal – S-W 10: Allow to weather a minimum of 6 months prior to coating. Clean per SSPC-SP1 using detergent and water or a degreasing cleaner, then prime as required. When weathering is not possible or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 is necessary to remove these treatments.

Plaster – S-W 11: Must be allowed to dry thoroughly for at least 30 days before painting. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.

Steel/Ferrous Metal Substrates

SSPC-SP1- Solvent Cleaning: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation. Follow manufacturer's safety recommendations when using solvents. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.1. (Refer to each products cleaning instructions. Many acrylic coatings will state; When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent, followed by a water rinse. **Do not use hydrocarbon solvents for cleaning.**)

SSPC-SP2 - Hand Tool Cleaning: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.2.

SSPC-SP3 - Power Tool Cleaning: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.3.

SSPC-SP5 / NACE 1 - White Metal Blast Cleaning: A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP5/ NACE No.1.

SSPC-SP6 / NACE 3 - Commercial Blast Cleaning: A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP6/NACE No.3.

SSPC-SP7 / NACE 4 - Brush-Off Blast Cleaning: A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Mill scale, rust, and coating are considered adherent if they cannot be removed by lifting with a dull putty knife. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP7/NACE No.4.

SSPC-SP10 / NACE 2 - Near-White Blast Cleaning: A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPCSP10/ NACE No.2.

SSPC-SP11 - Power Tool Cleaning to Bare Metal: Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP 1, Solvent Cleaning, or other agreed upon methods. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.11.

SSPC-SP12 / NACE 5 - Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating: High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only, without the addition of solid particles in the stream. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP12/NACE No.5.

SSPC-SP13 / NACE 6 or ICRI 03732 - Surface Preparation of Concrete: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a dry, sound, uniform substrate suitable for the application of protective coating or lining systems. Depending upon the desired finish and system, a block filler may be required. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP13/NACE No.6 or ICRI 03732

SSPC-SP14 / NACE 8 – Industrial Blast Cleaning: This standard gives requirements for industrial blast cleaning of unpainted or painted steel surfaces by the use of abrasives. This joint standard allows defined quantities of mill scale and/or old coating to remain on the surface. An industrial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, and dirt. Traces of tightly adherent mill scale, rust, and coating residue are permitted to remain on 10% of each unit area of the surface. The traces of mill scale, rust, and coating shall be considered tightly adherent if they cannot be lifted with a dull putty knife. Shadows, streaks, and discolorations caused by stains of rust, stains of mill scale, and stains of previously applied coating may be present on the remainder of the surface.

SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals: This standard covers the requirements for brush-off blast cleaning of uncoated or coated metal surfaces other than carbon steel by the use of abrasives. These requirements include visual verification of the end condition of the surface and materials and procedures necessary to achieve and verify the end condition. A brush-off blast cleaned non-ferrous metal surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife.

High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials:

SSPC-SP WJ-1/NACE WJ-1: Clean to Bare Substrate (WJ-1) is intended to be similar to the degree of surface cleanliness of SSPC-SP 5/NACE 1, except that stains are permitted to remain on the surface. This standard is used when the objective is to remove every trace of rust and other corrosion products, coating and mill scale.

SSPC-SP WJ-2/NACE WJ-2: Very Thorough Cleaning (WJ-2) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to remove almost all rust and other corrosion products, coating, and mill scale.

SSPC-SP WJ-3/NACE WJ-3: Thorough Cleaning (WJ-3) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to remove much of the rust and other corrosion products, coating, and mill scale, leaving tightly adherent thin films.

SSPC-SP WJ-4/NACE WJ-4: Light Cleaning (WJ-4) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to allow as much of the tightly adherent rust and other corrosion products, coating, and mill scale to remain as possible. Discoloration of the surface may be present.

Water Blasting NACE Standard RP-01-72: Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.

Stucco S-W 22 : Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9.

Wood—Exterior – S-W 23: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth. Caulk should be applied after priming.

Wood—Interior – S-W 24: All finishing lumber and flooring must be stored in dry, warm rooms to prevent absorption of moisture, shrinkage, and roughening of the wood. All surfaces must be sanded smooth, with the grain, never across it. Surface blemishes must be corrected and the area cleaned of dust before coating.

Vinyl Siding, Architectural Plastics, PVC & Fiberglass: – S-W 24: Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color. Do not paint vinyl with a color having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe® Colors are not used and darker colors lower than an LRV of 56 are, the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

Previously Coated Surfaces – S-W 12: Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required per ASTM D4259.

Touch-Up, Maintenance and Repair

For a protective coating system to provide maximum long-term protection, regularly scheduled maintenance is required. Maintenance includes inspection of painted areas, cleaning of surfaces to remove oils, chemicals, and other contaminants, and touch-up of areas where the coatings have been damaged. Highly corrosive areas, such as those subjected to frequent chemical spillage, corrosive fumes, and/or high abrasion or temperature areas should be inspected frequently – every six months, for example. Areas exposed to less severe conditions, such as interiors and exteriors of potable water tanks, may be inspected annually to assess the condition of the coating system.

The SSPC-VIS 2, Standard Method for Evaluating Degree of Rusting on Painted Steel Surfaces, can be used as a guide to determine appropriate touch-up and repairs maintenance schedules. Touch-up would be suggested when the surface resembles Rust Grade 5-S (Spot Rusting), 6-G (General Rusting), or 6-P (Pinpoint Rusting). Surface preparation would generally consist of SSPC-SP2, SP3, SP11, or SP12. Overcoating a well protected, but aged steel surface showing no evidence of rusting, may be achieved by Low Pressure Water Cleaning per SSPC-SP12/WJ4, and applying an appropriate coating system.

Full removal of the existing coating system by abrasive blasting would be recommended when the surface resembles Rust Grade 3-S (Spot Rusting), 4-G (General Rusting), or 4-P (Pinpoint Rusting). When the coating system has deteriorated to encompass approximately 33% of the surface area, it is always more economical to consider full removal and reapplication of the appropriate protective coating system.

Mildew –Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.



SHERWIN-WILLIAMS®

Reference Pages

Data Pages

PrepRite® ProBlock® Interior-Exterior Latex Primer-Sealer

B51-600 Series


**SHERWIN
WILLIAMS®**

CHARACTERISTICS

PrepRite ProBlock Interior-Exterior Latex Primer-Sealer:

- Assures uniform appearance of topcoats
- Fast dry
- Apply at temperatures down to 35°F
- Assures adhesion of the topcoat to slick, glossy surfaces
- Seals out solvent sensitive stains - tar, solvent based markers, etc.
- Seals minor dried water stains and tannin
- Provides easy "slip" for positioning of wallpaper

Use on Interior

- Ceiling Tiles • Paneling • Wall Laminate
- Cured Plaster • Varnished Woodwork
- Kitchen Cabinets • Ceramic Wall Tile
- Under wallcovering

Use on Interior and Exterior:

- Wood • Aluminum • Galvanized Metal
- Previously Painted Surfaces • PVC Piping
- Drywall • Concrete and Masonry • Many Plastics
- Glossy Surfaces • Fiberglass • Copper
- Glazed Block

Color: White & Deep Base

For best topcoat color development, use the recommended "P"-shade primer. Check color before use.

Coverage: 400 sq.ft.per gallon
@ 4.0 mils wet;
1.4 mils dry

Drying and recoat times are temperature, humidity, and film thickness dependent

Drying Time, @ 77°F, 50% RH:

Touch: 30 minutes

Recoat: as a primer 1 hour

Recoat: as a stain sealer: 4 hours

Recoat: to apply wallcovering: 3 hours

Finish: 5-10 units @85°

Tinting with CCE only:

Base	oz. per gallon	Strength
White	0-4	SherColor
Deep Base	4-12	SherColor

White B51W00620

(may vary by base)

V.O.C. (less exempt solvents):

less than 50 grams per litre; .42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids: 35 ± 2%

Weight Solids: 52 ± 2%

Weight per Gallon: 10.9 lbs

Flash Point: N.A.

Vehicle Type: Styrenated Acrylic Latex

Shelf Life: 36 months unopened

Anti-microbial - This product contains agents which inhibit the growth of microbes on the surface of this paint film.

COMPLIANCE

As of 05/13/2021, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Product Lens Certified	Yes
MPI®	Yes

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours. Air and surface temperatures must not drop below 35°F for 48 hours after application.

Do not reduce for stain blocking

Brush:

Use a nylon-polyester brush.

Roller:

Use a 3/8 inch nap soft woven roller cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide on sherwin-williams.com

Spray—Airless:

Pressure 2000 p.s.i.
Tip .015-.021 inch

APPLICATION TIPS

For best topcoat color development, use the recommended "P"-shade primer.

When spot priming on some surfaces, a non-uniform appearance of the final coat may result, due to differences in holdout between primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming.

For optimal performance, this primer must be topcoated with a latex, alkyd-oil, water based epoxy, or solvent based epoxy coating on architectural applications.

For exterior exposure, this primer must be topcoated within 14 days with architectural latex or oil finishes.

For better performance when priming an entire house, use Exterior Latex or Oil-Based Primers

PrepRite ProBlock Latex Primer-Sealer can be topcoated in 1 hour in non-stain blocking applications.

SPECIFICATIONS

1 coat PrepRite ProBlock Interior-Exterior Latex Primer-Sealer

2 coats Appropriate topcoat

Recommended Architectural Topcoats:

All Surface Enamels
A-100 Exterior Latex
Duration Exterior & Duration Home Interior
Emerald Exterior & Interior
Emerald Urethane Trim Enamel
SuperPaint Exterior & Interior
ProClassic Interior Enamels
ProMar Series Interior

Recommended Industrial Topcoats:

Pro Industrial Acrylic Coating
Pro Industrial Pre-Cat Epoxy
Pro Industrial Pre-Cat Urethane
Pro Industrial Waterbased Catalyzed Epoxy

PrepRite® ProBlock®

Interior-Exterior Latex Primer-Sealer

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Special recommendations - After priming stained areas, allow to dry 4 hours, test a small area for bleeding by applying the topcoat before painting the entire project. If the stain bleeds through, apply a second coat of primer and allow to dry overnight and retest before topcoating.

Caulking - Fill gaps between walls, ceilings, crown moldings, and other trim with the appropriate caulk after priming the surface.

Drywall - Fill cracks and nail holes with patching paste-spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust.

Fire restoration work - Thoroughly clean the surface before applying to smoke stained areas. Apply one or two coats of PrepRite ProBlock Latex Primer-Sealer and test a small area for bleeding before painting the entire surface.

Testing - Always check for compatibility and adhesion to the surface by applying a test patch of 2 - 3 square feet. Allow to dry thoroughly for 1 week before checking adhesion.

Tile - laminate, ceramic and plastic tiles, and similar glossy surfaces, must be free of all oil, grease, and soap residue. Do not use this product in areas subject to excessive water, e.g.: in showers, around sinks, on counter tops.

On hard, slick, glossy, or otherwise hard to paint surfaces, after preparing the surface, apply a test area of this primer, allow to dry properly and test for adhesion.

When used as a primer under wallcovering. After wallcovering has been applied and the adhesive has dried and cured, wait at least 21 days before removing the wallcovering to avoid damage to the drywall.

SURFACE PREPARATION

Mildew - Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

Plaster - Must be cured, usually 30 days, and hard. If painting cannot wait, allow the surface to dry 7 days and prime with Loxon Concrete and Masonry Primer. Soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with water and allow to dry before painting.

Wood Exterior - Sand any exposed, weathered wood to a fresh surface. Replace any deteriorated wood. On woods that present potential tannin bleeding, such as redwood and cedar, PrepRite ProBlock Latex Primer-Sealer can be used. Care must be taken to determine if tannins will be activated by the water in the coating. To test for bleeding, coat a 4 foot by 4 foot section with the primer. If no bleeding is evident within 4 hours, proceed with complete priming. If bleeding occurs, use Exterior Oil-Based Wood Primer.

For a complete whole house primer outside, use Exterior Latex Wood Primer or Exterior Oil-Based Wood Primer.

CAUTIONS

Protect from freezing.

Before using, carefully read **CAUTIONS on label**

CRYSTALLINE SILICA: Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 05/13/2021 B51W00620 27 00

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

SuperPaint®

Exterior Latex Satin

A89W01151


**SHERWIN
WILLIAMS®**

CHARACTERISTICS

SuperPaint Exterior Latex, with resistance to early dirt pick up, provides outstanding performance on properly prepared aluminum and vinyl siding, wood, hardboard, masonry, cement, brick, block, stucco, and metal down to a surface and air temperature of 35°F.

VinylSafe™ paint colors allow you the freedom to choose from 100 color options, including a limited selection of darker colors formulated to resist warping or buckling when applied to a sound, stable vinyl substrate.

Color: Most Colors

Coverage: 350-400 sq. ft. per gallon
@ 4 mils wet; 1.5 mils dry

Drying Time, @ 50% RH:

	@ 35-45°F	@ 45°F +
Touch:	2 hours	2 hours
Recoat:	24-48 hours	4 hours

Drying and recoat times are temperature, humidity, and film thickness dependent

Finish: 10-20 units @ 60°

Tinting with CCE only:

Base:	oz per gallon	Strength:
Extra White	0-6	SherColor

Extra White A89W01151

(may vary by color)

VOC (less exempt solvents):

less than 50 grams per litre; 0.42 lbs. per gallon

As per 40 CFR 59.406

Volume Solids: 38 ± 2%

Weight Solids: 49 ± 2%

Weight per Gallon: 10.19 lbs

Flash Point: N/A

Vehicle Type: 100% Acrylic

Shelf Life: 36 months unopened

WVP Perms (US) 26.14 grains/(hr ft² in Hg)

Mildew Resistant

This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

COMPLIANCE

As of 03/24/2020, Complies with:

OTC	Yes
OTC Phase II	Yes
SCAQMD	Yes
CARB	Yes
CARB SCM 2007	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	N/A
LEED® v4 & v4.1 VOC	Yes
EPD-NSF® Certified	N/A
MIR-Manufacturer Inventory	N/A
MPI®	Yes

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.

Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

No reduction necessary.

Brush:

Use a nylon-polyester brush.

Roller:

Use a high quality 3/8-3/4 inch nap synthetic roller cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide.

Spray—Airless

Pressure	2000 p.s.i.
Tip	.015-.019 inch

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

Thoroughly follow the recommended surface preparations. Most coating failures are due to inadequate surface preparation or application. Thorough surface preparation will help provide long term protection.

SPECIFICATIONS

SuperPaint Exterior Latex can be self-priming when used directly over existing coatings, or bare drywall, plaster and masonry (with a cured pH of less than 9). The first coat acts like a coat of primer and the second coat provides the final appearance and performance. Please note that some specific surfaces require specialized treatment.

Use on these properly prepared surfaces:

Aluminum & Aluminum Siding¹,

Galvanized Steel¹

2 coats SuperPaint Exterior Latex

Concrete Block, CMU, Split face Block

1 coat Loxon Acrylic Block Surfer

2 coats SuperPaint Exterior Latex

Brick, Stucco, Cement, Concrete

1 coat Loxon Concrete and Masonry Primer³ or

Loxon Conditioner²

2 coats SuperPaint Exterior Latex

Cement Composition Siding/Panels

1 coat Loxon Concrete and Masonry Primer³ or

Loxon Conditioner²

2 coats SuperPaint Exterior Latex

Plywood

1 coat Exterior Latex Primer

2 coats SuperPaint Exterior Latex

*Vinyl Siding

2 coats SuperPaint Exterior Latex

Wood (Cedar, Redwood)⁴

1 coat Exterior Oil-Based Wood Primer²

2 coats SuperPaint Exterior Latex

¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

² Not for use at temperatures under 50°F. See specific primer label for that product's application conditions.

³ Not for use at temperatures under 40°F. See specific primer label for that product's application conditions.

⁴ Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. For best results on these woods, use a coat of Exterior Oil-Based Wood Primer.

Other primers may be appropriate. Standard latex primers cannot be used below 50°F. See specific primer label for that product's application conditions.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

SuperPaint®

Exterior Latex Satin

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Aluminum and Galvanized Steel:

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method.

Cement Composition Siding/Panels:

Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer.

Caulking:

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

Masonry, Concrete, Cement, Block:

All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces should be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer/Sealer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant. Concrete masonry units (CMU) - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Loxon Acrylic Block Surfer. The filler must be thoroughly dry before topcoating.

Previously Painted Surfaces:

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

Wood, Plywood, Composition Board:

Clean the surface thoroughly then sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All new and patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, it may show some staining. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using.

Steel:

Rust and mill scale must be removed using sandpaper, wire brush, or other abrading method. Bare steel must be primed the same day as cleaned.

Stucco:

Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.

***Vinyl or other PVC Building Products:**

Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color or having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe colors are not used the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

CAUTIONS

For Exterior use only
Protect from freezing.
Non-photochemically reactive.

Not for use on floors.

Before using, carefully read **CAUTIONS on label**

ZINC: Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately.

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

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CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

Safety Data Sheets

SAFETY DATA SHEET

B51W620

Section 1. Identification

Product name : PrepRite® ProBlock® Interior/Exterior Latex Primer/Sealer
White

Product code : B51W620

Other means of identification : Not available.

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Paint or paint related material.

Manufacturer : THE SHERWIN-WILLIAMS COMPANY
101 W. Prospect Avenue
Cleveland, OH 44115

Emergency telephone number of the company : US / Canada: (800) 424-9300
Mexico: SETIQ 800-00-214-00 / 55-5559-1588 Available 24 hours and 365 days a year

Product Information Telephone Number : US / Canada: 1-800-474-3794
Mexico: Not Available

Regulatory Information Telephone Number : US / Canada: (216) 566-2902
Mexico: Not Available

Transportation Emergency Telephone Number : US / Canada: (800) 424-9300
Mexico: SETIQ 800-00-214-00 / 55-5559-1588 Available 24 hours and 365 days a year

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : CARCINOGENICITY - Category 2
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : Suspected of causing cancer.
Causes damage to organs through prolonged or repeated exposure. (lungs)

Precautionary statements

General : Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand.

Prevention : Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves, protective clothing and eye or face protection. Do not breathe vapor. Do not eat, drink or smoke when using this product. Wash thoroughly after handling.

Section 2. Hazards identification

- Response** : IF exposed or concerned: Get medical advice or attention.
- Storage** : Store locked up.
- Disposal** : Dispose of contents and container in accordance with all local, regional, national and international regulations.
- Supplemental label elements** **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Adequate ventilation required when sanding or abrading the dried film. If Adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release Crystalline Silica which has been shown to cause lung damage and cancer under long term exposure. This product contains a Significant New Use Rule (SNUR) Chemical. Do not allow this product to enter drains, sewers, wastewater treatment systems, groundwater, streams, lakes or ponds. See Environmental Data Sheet (EDS) for additional details. Please refer to the SDS for additional information. Keep out of reach of children. Do not transfer contents to other containers for storage.
- Hazards not otherwise classified** : None known.

Section 3. Composition/information on ingredients

- Substance/mixture** : Mixture
- Other means of identification** : Not available.

CAS number/other identifiers

Ingredient name	% by weight	CAS number
Titanium Dioxide	≥10 - ≤25	13463-67-7
Talc	≤10	14807-96-6

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.
- Skin contact** : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Continue to rinse for at least 10 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Section 4. First aid measures

- Ingestion** : Wash out mouth with water. Remove dentures if any. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Get medical attention. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : No known significant effects or critical hazards.
Inhalation : No known significant effects or critical hazards.
Skin contact : No known significant effects or critical hazards.
Ingestion : No known significant effects or critical hazards.

Over-exposure signs/symptoms

- Eye contact** : No specific data.
Inhalation : No specific data.
Skin contact : No specific data.
Ingestion : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.
Specific treatments : No specific treatment.
Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media** : Use an extinguishing agent suitable for the surrounding fire.
Unsuitable extinguishing media : None known.

- Specific hazards arising from the chemical** : In a fire or if heated, a pressure increase will occur and the container may burst.

- Hazardous thermal decomposition products** : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
nitrogen oxides
metal oxide/oxides

- Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders** : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : **This product contains a Significant New Use Rule (SNUR) Chemical. Do not allow this product to enter drains, sewers, wastewater treatment systems, groundwater, streams, lakes or ponds. See Environmental Data Sheet (EDS) for additional details.**

Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

- Small spill** : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.
- Large spill** : Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8). Avoid exposure - obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. If during normal use the material presents a respiratory hazard, use only with adequate ventilation or wear appropriate respirator. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.
- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Section 7. Handling and storage

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits (OSHA United States)

Ingredient name	CAS #	Exposure limits
Titanium Dioxide	13463-67-7	OSHA PEL (United States, 5/2018). TWA: 15 mg/m ³ 8 hours. Form: Total dust
Talc	14807-96-6	ACGIH TLV (United States, 1/2022). TWA: 2.5 mg/m ³ 8 hours. Form: respirable fraction, finescale particles NIOSH REL (United States, 10/2020). TWA: 2 mg/m ³ 10 hours. Form: Respirable fraction ACGIH TLV (United States, 1/2022). TWA: 2 mg/m ³ 8 hours. Form: Respirable fraction

Occupational exposure limits (Canada)

Ingredient name	CAS #	Exposure limits
talc (none asbestiform)	14807-96-6	CA British Columbia Provincial (Canada, 6/2022). Notes: the value is for particulate matter containing no asbestos and less than 1% crystalline silica. TWA: 2 mg/m ³ 8 hours. Form: Respirable CA Quebec Provincial (Canada, 6/2022). TWAEV: 2 mg/m ³ 8 hours. Form: Respirable dust. CA Alberta Provincial (Canada, 6/2018). 8 hrs OEL: 2 mg/m ³ 8 hours. Form: Respirable particulate CA Ontario Provincial (Canada, 6/2019). TWA: 2 mg/m ³ 8 hours. Form: Respirable particulate matter. TWA: 2 f/cc 8 hours. CA Saskatchewan Provincial (Canada, 7/2013). TWA: 2 mg/m ³ 8 hours. Form: respirable fraction

Occupational exposure limits (Mexico)

	CAS #	Exposure limits
None.		

Appropriate engineering controls : If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.

Section 8. Exposure controls/personal protection

Environmental exposure controls : This product contains a Significant New Use Rule (SNUR) Chemical. Do not allow this product to enter drains, sewers, wastewater treatment systems, groundwater, streams, lakes or ponds. See Environmental Data Sheet (EDS) for additional details.

Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Section 9. Physical and chemical properties

The conditions of measurement of all properties are at standard temperature and pressure unless otherwise indicated.

Appearance

Physical state : Liquid.
Color : Not available.
Odor : Not available.
Odor threshold : Not available.
pH : 8.8
Melting point/freezing point : Not available.
Boiling point, initial boiling point, and boiling range : 100°C (212°F)
Flash point : Closed cup: Not applicable.
Evaporation rate : 0.09 (butyl acetate = 1)

Section 9. Physical and chemical properties

Flammability	: Not available.
Lower and upper explosion limit/flammability limit	: Not available.
Vapor pressure	: 2.3 kPa (17.5 mm Hg)
Relative vapor density	: 1 [Air = 1]
Relative density	: 1.31
Solubility(ies)	:

Media	Result
cold water	Partially soluble

Partition coefficient: n-octanol/water	: Not applicable.
Auto-ignition temperature	: Not available.
Decomposition temperature	: Not available.
Viscosity	: Kinematic (40°C (104°F)): >20.5 mm ² /s (>20.5 cSt)
Molecular weight	: Not applicable.
Aerosol product	
Heat of combustion	: 0.381 kJ/g

Section 10. Stability and reactivity

Reactivity	: No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: No specific data.
Incompatible materials	: No specific data.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Not available.

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
Titanium Dioxide	Skin - Mild irritant	Human	-	72 hours 300 ug l	-
Talc	Skin - Mild irritant	Human	-	72 hours 300 ug l	-

Sensitization

Not available.

Section 11. Toxicological information

Mutagenicity

Not available.

Carcinogenicity

Not available.

Classification

Product/ingredient name	OSHA	IARC	NTP
Titanium Dioxide	-	2B	-
Talc	-	3	-

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Name	Category	Route of exposure	Target organs
Talc	Category 1	inhalation	lungs

Aspiration hazard

Not available.

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : No known significant effects or critical hazards.
Inhalation : No known significant effects or critical hazards.
Skin contact : No known significant effects or critical hazards.
Ingestion : No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.
Inhalation : No specific data.
Skin contact : No specific data.
Ingestion : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.
Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.
Potential delayed effects : Not available.

Section 11. Toxicological information

Potential chronic health effects

Not available.

General	: Causes damage to organs through prolonged or repeated exposure.
Carcinogenicity	: Suspected of causing cancer. Risk of cancer depends on duration and level of exposure.
Mutagenicity	: No known significant effects or critical hazards.
Teratogenicity	: No known significant effects or critical hazards.
Developmental effects	: No known significant effects or critical hazards.
Fertility effects	: No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Titanium Dioxide	Acute LC50 >1000000 µg/l Marine water	Fish - Fundulus heteroclitus	96 hours

Persistence and degradability

Not available.

Bioaccumulative potential

Not available.

Mobility in soil

Soil/water partition coefficient (K_{oc})	: Not available.
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Other adverse effects	: No known significant effects or critical hazards.
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Section 13. Disposal considerations

Disposal methods	: This product contains a Significant New Use Rule (SNUR) Chemical. Do not allow this product to enter drains, sewers, wastewater treatment systems, groundwater, streams, lakes or ponds. See Environmental Data Sheet (EDS) for additional details. The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues.
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Section 13. Disposal considerations

Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	IATA	IMDG
UN number	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-	-	-
Transport hazard class(es)	-	-	-	-	-
Packing group	-	-	-	-	-
Environmental hazards	No.	No.	No.	No.	No.
Additional information	-	-	-	-	-

Special precautions for user : Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (sea, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport. People loading and unloading dangerous goods must be trained on all of the risks deriving from the substances and on all actions in case of emergency situations.

Transport in bulk according to IMO instruments : Not available.

Proper shipping name : Not available.

Section 15. Regulatory information

U.S. Federal regulations : TSCA 5(a)2 proposed significant new use rules: 2-Methyl-4-isothiazolin-3-one; reaction mass of: 5-chloro-2-methyl-4-isothiazolin-3-one [EC no. 247-500-7] and 2-methyl-2H-isothiazol-3-one [EC no. 220-239-6] (3:1)

TSCA 5(a)2 final significant new use rules: Sodium Nitrite

[List name](#)

[Chemical name](#)

[Notes](#)

United States - TSCA 5(a)
2 - Final significant new
use rules

Sodium Nitrite

40 CFR 721.4740

This product contains a Significant New Use Rule (SNUR) Chemical. Do not allow this product to enter drains, sewers, wastewater treatment systems, groundwater, streams, lakes or ponds. See Environmental Data Sheet (EDS) for additional details.

SARA 313

Section 15. Regulatory information

SARA 313 (40 CFR 372.45) supplier notification can be found on the Environmental Data Sheet.

[California Prop. 65](#)

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

[International regulations](#)

[International lists](#)

: **Australia inventory (AIIIC):** Not determined.
China inventory (IECSC): Not determined.
Japan inventory (CSCL): Not determined.
Japan inventory (ISHL): Not determined.
Korea inventory (KECI): Not determined.
New Zealand Inventory of Chemicals (NZIoC): Not determined.
Philippines inventory (PICCS): Not determined.
Taiwan Chemical Substances Inventory (TCSI): Not determined.
Thailand inventory: Not determined.
Turkey inventory: Not determined.
Vietnam inventory: Not determined.

Section 16. Other information

[Hazardous Material Information System \(U.S.A.\)](#)

Health	*	3
Flammability		0
Physical hazards		0

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

[Procedure used to derive the classification](#)

Classification	Justification
CARCINOGENICITY - Category 2	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 1	Calculation method

[History](#)

Date of printing : 7/14/2023

Date of issue/Date of revision : 7/14/2023

Date of previous issue : 6/12/2023

Version : 21.05

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
N/A = Not available

Section 16. Other information

SGG = Segregation Group
UN = United Nations

 Indicates information that has changed from previously issued version.

Notice to reader

It is recommended that each customer or recipient of this Safety Data Sheet (SDS) study it carefully and consult resources, as necessary or appropriate, to become aware of and understand the data contained in this SDS and any hazards associated with the product. This information is provided in good faith and believed to be accurate as of the effective date herein. However, no warranty, express or implied, is given. The information presented here applies only to the product as shipped. The addition of any material can change the composition, hazards and risks of the product. Products shall not be repackaged, modified, or tinted except as specifically instructed by the manufacturer, including but not limited to the incorporation of products not specified by the manufacturer, or the use or addition of products in proportions not specified by the manufacturer. Regulatory requirements are subject to change and may differ between various locations and jurisdictions. The customer/buyer/user is responsible to ensure that his activities comply with all country, federal, state, provincial or local laws. The conditions for use of the product are not under the control of the manufacturer; the customer/buyer/user is responsible to determine the conditions necessary for the safe use of this product. The customer/buyer/user should not use the product for any purpose other than the purpose shown in the applicable section of this SDS without first referring to the supplier and obtaining written handling instructions. Due to the proliferation of sources for information such as manufacturer-specific SDS, the manufacturer cannot be responsible for SDSs obtained from any other source.

SAFETY DATA SHEET

A89W1151

Section 1. Identification

Product name : SUPERPAINT® Exterior Acrylic Latex Satin
Extra White

Product code : A89W1151

Other means of identification : Not available.

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against
Paint or paint related material.

Manufacturer : THE SHERWIN-WILLIAMS COMPANY
101 W. Prospect Avenue
Cleveland, OH 44115

Emergency telephone number of the company : US / Canada: (800) 424-9300
Mexico: SETIQ 800-00-214-00 / 55-5559-1588 Available 24 hours and 365 days a year

Product Information Telephone Number : US / Canada: 1-800-474-3794
Mexico: Not Available

Regulatory Information Telephone Number : US / Canada: (216) 566-2902
Mexico: Not Available

Transportation Emergency Telephone Number : US / Canada: (800) 424-9300
Mexico: SETIQ 800-00-214-00 / 55-5559-1588 Available 24 hours and 365 days a year

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : CARCINOGENICITY - Category 1A

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : May cause cancer.

Precautionary statements

General : Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand.

Prevention : Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves, protective clothing and eye or face protection.

Response : IF exposed or concerned: Get medical advice or attention.

Section 2. Hazards identification

- Storage** : Store locked up.
- Disposal** : Dispose of contents and container in accordance with all local, regional, national and international regulations.
- Supplemental label elements** WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Adequate ventilation required when sanding or abrading the dried film. If Adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Abrading or sanding of the dry film may release Crystalline Silica which has been shown to cause lung damage and cancer under long term exposure.
- Please refer to the SDS for additional information. Keep out of reach of children. Do not transfer contents to other containers for storage.
- Hazards not otherwise classified** : None known.

Section 3. Composition/information on ingredients

- Substance/mixture** : Mixture
- Other means of identification** : Not available.

CAS number/other identifiers

Ingredient name	% by weight	CAS number
Titanium Dioxide	≥10 - ≤25	13463-67-7
Zinc Oxide	≤3	1314-13-2
Heavy Paraffinic Oil	≤1	64742-65-0
Cristobalite, respirable powder	≤0.3	14464-46-1

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.
- Skin contact** : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 10 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Section 4. First aid measures

- Ingestion** : Wash out mouth with water. Remove dentures if any. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Get medical attention. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : No known significant effects or critical hazards.
Inhalation : No known significant effects or critical hazards.
Skin contact : No known significant effects or critical hazards.
Ingestion : No known significant effects or critical hazards.

Over-exposure signs/symptoms

- Eye contact** : No specific data.
Inhalation : No specific data.
Skin contact : No specific data.
Ingestion : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
Specific treatments : No specific treatment.
Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media** : Use an extinguishing agent suitable for the surrounding fire.
Unsuitable extinguishing media : None known.

- Specific hazards arising from the chemical** : In a fire or if heated, a pressure increase will occur and the container may burst.

- Hazardous thermal decomposition products** : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
metal oxide/oxides

- Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

Section 5. Fire-fighting measures

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders** : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".
- Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

- Small spill** : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.
- Large spill** : Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8). Avoid exposure - obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not ingest. Avoid breathing vapor or mist. If during normal use the material presents a respiratory hazard, use only with adequate ventilation or wear appropriate respirator. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.
- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Section 7. Handling and storage

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits (OSHA United States)

Ingredient name	CAS #	Exposure limits
Titanium Dioxide	13463-67-7	OSHA PEL (United States, 5/2018). TWA: 15 mg/m ³ 8 hours. Form: Total dust
Zinc Oxide	1314-13-2	ACGIH TLV (United States, 1/2022). TWA: 2.5 mg/m ³ 8 hours. Form: respirable fraction, finescale particles NIOSH REL (United States, 10/2020). CEIL: 15 mg/m ³ Form: Dust TWA: 5 mg/m ³ 10 hours. Form: Dust and fumes STEL: 10 mg/m ³ 15 minutes. Form: Fume OSHA PEL (United States, 5/2018). TWA: 5 mg/m ³ 8 hours. Form: Fume TWA: 5 mg/m ³ 8 hours. Form: Respirable fraction TWA: 15 mg/m ³ 8 hours. Form: Total dust ACGIH TLV (United States, 1/2022). TWA: 2 mg/m ³ 8 hours. Form: Respirable fraction STEL: 10 mg/m ³ 15 minutes. Form: Respirable fraction
Heavy Paraffinic Oil	64742-65-0	ACGIH TLV (United States, 1/2022). [Mineral Oil, pure, highly and severely refined] TWA: 5 mg/m ³ 8 hours. Form: Inhalable fraction OSHA PEL (United States, 5/2018). [Oil mist, mineral] TWA: 5 mg/m ³ 8 hours. NIOSH REL (United States, 10/2020). [OIL MIST MINERAL] TWA: 5 mg/m ³ 10 hours. Form: Mist STEL: 10 mg/m ³ 15 minutes. Form: Mist
Cristobalite, respirable powder	14464-46-1	OSHA PEL Z3 (United States, 6/2016). TWA: 250 mppcf / 2 x (%SiO ₂ +5) 8 hours. Form: Respirable TWA: 10 mg/m ³ / 2 x (%SiO ₂ +2) 8 hours. Form: Respirable TWA: 30 mg/m ³ / 2 x (%SiO ₂ +2) 8 hours. Form: Total dust OSHA PEL (United States, 5/2018). [Silica, crystalline] TWA: 50 µg/m ³ 8 hours. Form: Respirable dust ACGIH TLV (United States, 1/2022). [Silica,

Section 8. Exposure controls/personal protection

		crystalline] TWA: 0.025 mg/m ³ 8 hours. Form: Respirable fraction NIOSH REL (United States, 10/2020). [SILICA, CRYSTALLINE (AS RESPIRABLE DUST)] TWA: 0.05 mg/m ³ 10 hours. Form: respirable dust
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Occupational exposure limits (Canada)

Ingredient name	CAS #	Exposure limits
Zinc Oxide	1314-13-2	CA Alberta Provincial (Canada, 6/2018). 8 hrs OEL: 2 mg/m ³ 8 hours. Form: Respirable 15 min OEL: 10 mg/m ³ 15 minutes. Form: Respirable CA British Columbia Provincial (Canada, 6/2022). TWA: 2 mg/m ³ 8 hours. Form: Respirable STEL: 10 mg/m ³ 15 minutes. Form: Respirable CA Quebec Provincial (Canada, 6/2022). TWAEV: 2 mg/m ³ 8 hours. Form: Respirable dust. STEV: 10 mg/m ³ 15 minutes. Form: Respirable dust. CA Ontario Provincial (Canada, 6/2019). TWA: 2 mg/m ³ 8 hours. Form: Respirable particulate matter. STEL: 10 mg/m ³ 15 minutes. Form: Respirable particulate matter. CA Saskatchewan Provincial (Canada, 7/2013). STEL: 10 mg/m ³ 15 minutes. Form: respirable dust and fume TWA: 2 mg/m ³ 8 hours. Form: respirable dust and fume
Cristobalite	14464-46-1	CA British Columbia Provincial (Canada, 6/2022). [Silica, Crystalline - alpha quartz and Cristobalite Respirable] TWA: 0.025 mg/m ³ 8 hours. Form: Respirable CA Quebec Provincial (Canada, 6/2022). TWAEV: 0.05 mg/m ³ 8 hours. Form: Respirable dust. CA Alberta Provincial (Canada, 6/2018). 8 hrs OEL: 0.025 mg/m ³ 8 hours. Form: Respirable particulate CA Ontario Provincial (Canada, 6/2019). TWA: 0.05 mg/m ³ 8 hours. Form: Respirable particulate matter. CA Saskatchewan Provincial (Canada, 7/2013). TWA: 0.05 mg/m ³ 8 hours. Form: respirable fraction

Section 8. Exposure controls/personal protection

Occupational exposure limits (Mexico)

	CAS #	Exposure limits
Zinc Oxide	1314-13-2	NOM-010-STPS-2014 (Mexico, 4/2016). TWA: 2 mg/m ³ 8 hours. Form: Respirable fraction STEL: 10 mg/m ³ 15 minutes. Form: Respirable fraction

Appropriate engineering controls : If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Section 9. Physical and chemical properties

The conditions of measurement of all properties are at standard temperature and pressure unless otherwise indicated.

Appearance

Physical state : Liquid.

Color : Not available.

Odor : Not available.
Not available.

Section 9. Physical and chemical properties

Odor threshold	:
pH	: 9
Melting point/freezing point	: Not available.
Boiling point, initial boiling point, and boiling range	: 100°C (212°F)
Flash point	: Closed cup: Not applicable.
Evaporation rate	: 0.09 (butyl acetate = 1)
Flammability	: Not available.
Lower and upper explosion limit/flammability limit	: Not available.
Vapor pressure	: 2.3 kPa (17.5 mm Hg)
Relative vapor density	: 1 [Air = 1]
Relative density	: 1.22
Solubility(ies)	:

Media	Result
cold water	Partially soluble

Partition coefficient: n-octanol/water	: Not applicable.
Auto-ignition temperature	: Not available.
Decomposition temperature	: Not available.
Viscosity	: Kinematic (40°C (104°F)): >20.5 mm ² /s (>20.5 cSt)
Molecular weight	: Not applicable.
<u>Aerosol product</u>	
Heat of combustion	: 1.653 kJ/g

Section 10. Stability and reactivity

Reactivity	: No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: No specific data.
Incompatible materials	: No specific data.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Heavy Paraffinic Oil	LD50 Dermal LD50 Oral	Rabbit Rat	>5000 mg/kg >5000 mg/kg	- -

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
Titanium Dioxide	Skin - Mild irritant	Human	-	72 hours 300 ug l	-
Zinc Oxide	Eyes - Mild irritant	Rabbit	-	24 hours 500 mg	-
	Skin - Mild irritant	Rabbit	-	24 hours 500 mg	-

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Classification

Product/ingredient name	OSHA	IARC	NTP
Titanium Dioxide Cristobalite, respirable powder	- -	2B 1	- Known to be a human carcinogen.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Name	Category	Route of exposure	Target organs
Cristobalite, respirable powder	Category 1	inhalation	respiratory tract

Aspiration hazard

Name	Result
Heavy Paraffinic Oil	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : No known significant effects or critical hazards.

Inhalation : No known significant effects or critical hazards.

Section 11. Toxicological information

Skin contact : No known significant effects or critical hazards.
Ingestion : No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.
Inhalation : No specific data.
Skin contact : No specific data.
Ingestion : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

General : No known significant effects or critical hazards.
Carcinogenicity : May cause cancer. Risk of cancer depends on duration and level of exposure.
Mutagenicity : No known significant effects or critical hazards.
Teratogenicity : No known significant effects or critical hazards.
Developmental effects : No known significant effects or critical hazards.
Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Titanium Dioxide Zinc Oxide	Acute LC50 >1000000 µg/l Marine water	Fish - Fundulus heteroclitus	96 hours
	Acute IC50 1.85 mg/l Marine water	Algae - Skeletonema costatum	96 hours
	Acute LC50 98 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 1.1 ppm Fresh water	Fish - Oncorhynchus mykiss	96 hours

Persistence and degradability

Not available.

Bioaccumulative potential

Section 12. Ecological information

Product/ingredient name	LogP _{ow}	BCF	Potential
Zinc Oxide	-	28960	high

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	IATA	IMDG
UN number	Not regulated.	Not regulated.	Not regulated.	UN3082	UN3082
UN proper shipping name	-	-	-	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (Zinc Oxide, Diuron)	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (Zinc Oxide, Diuron). Marine pollutant (Zinc Oxide, Diuron)
Transport hazard class(es)	-	-	-	9  	9  
Packing group	-	-	-	III	III
Environmental hazards	No.	No.	No.	Yes.	Yes.

Section 14. Transport information

Additional information	-	-	-	This product is not regulated as a dangerous good when transported in sizes of ≤5 L or ≤5 kg, provided the packagings meet the general provisions of 5.0.2.4.1, 5.0.2.6.1.1 and 5.0.2.8.	This product is not regulated as a dangerous good when transported in sizes of ≤5 L or ≤5 kg, provided the packagings meet the general provisions of 4.1.1.1, 4.1.1.2 and 4.1.1.4 to 4.1.1.8. Emergency schedules F-A, S-F
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Special precautions for user : Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (sea, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport. People loading and unloading dangerous goods must be trained on all of the risks deriving from the substances and on all actions in case of emergency situations.

Transport in bulk according to IMO instruments : Not available.

Proper shipping name : Not available.

Section 15. Regulatory information

TSCA 5(a)2 proposed significant new use rules: reaction mass of: 5-chloro-2-methyl-4-isothiazolin-3-one [EC no. 247-500-7] and 2-methyl-2H-isothiazol-3-one [EC no. 220-239-6] (3:1)

SARA 313

SARA 313 (40 CFR 372.45) supplier notification can be found on the Environmental Data Sheet.

California Prop. 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

International regulations

International lists

: **Australia inventory (AIIIC):** Not determined.
China inventory (IECSC): Not determined.
Japan inventory (CSCL): Not determined.
Japan inventory (ISHL): Not determined.
Korea inventory (KECI): Not determined.
New Zealand Inventory of Chemicals (NZIoC): Not determined.
Philippines inventory (PICCS): Not determined.
Taiwan Chemical Substances Inventory (TCSI): Not determined.
Thailand inventory: Not determined.
Turkey inventory: Not determined.
Vietnam inventory: Not determined.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health	*	1
Flammability		0
Physical hazards		0

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

Procedure used to derive the classification

Classification	Justification
CARCINOGENICITY - Category 1A	Calculation method

History

Date of printing : 6/10/2023

Date of issue/Date of revision : 6/10/2023

Date of previous issue : 1/27/2023

Version : 20.02

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
N/A = Not available
SGG = Segregation Group
UN = United Nations

Indicates information that has changed from previously issued version.

Notice to reader

It is recommended that each customer or recipient of this Safety Data Sheet (SDS) study it carefully and consult resources, as necessary or appropriate, to become aware of and understand the data contained in this SDS and any hazards associated with the product. This information is provided in good faith and believed to be accurate as of the effective date herein. However, no warranty, express or implied, is given. The information presented here applies only to the product as shipped. The addition of any material can change the composition, hazards and risks of the product. Products shall not be repackaged, modified, or tinted except as specifically instructed by the manufacturer, including but not limited to the incorporation of products not specified by the manufacturer, or the use or addition of products in proportions not specified by the manufacturer. Regulatory requirements are subject to change and may differ between various locations and jurisdictions. The customer/buyer/user is responsible to ensure that his activities comply with all country, federal, state, provincial or local laws. The conditions for use of the product are not under the control of the manufacturer; the customer/buyer/user is responsible to determine the conditions necessary for the safe use of this product. The customer/buyer/user should not use the product for any purpose other than the purpose shown in the applicable section of this SDS without first referring to the supplier and obtaining written handling instructions. Due to the proliferation of sources for information such as manufacturer-specific SDS, the manufacturer cannot be responsible for SDSs

Section 16. Other information

obtained from any other source.

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Section 071800 – Traffic Coatings

Part 1 - General

1.01 Summary

- A. This specification describes the application of a seamless waterproofing membrane resistant to specified traffic wear exposures. The specified products shall meet or exceed requirements of ASTM C957, High-Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane with Integral Wearing Surface.

1.02 Quality Assurance

- A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001/9002 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
- B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.
- C. Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

1.03 Delivery, Storage and Handling

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

1.04 Job Conditions

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 40°F (5°C) and rising.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified coating.

1.05 Submittals

- A. Submit two copies of manufacturer's literature, to include: Product Data Sheet, and appropriate Material Safety Data Sheets (MSDS).

1.06 Warranty

- A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of substantial completion of the project.

Part 2 - Products

2.01 Manufacturers

- A. Sikalastic 710/715 Traffic System, as manufactured by Sika Corporation, 201 Polito Ave., Lyndhurst, NJ 07071, is considered to conform to the requirements of this specification.
- B. Any materials required for repair prior to installation shall be manufactured by the same supplier of the proposed traffic coating system.

2.02 Materials

- A. Sikalastic 710/715 Traffic System is a complete system of compatible materials comprised of the following:
 - 1. Sikafloor FTP water-based epoxy primer or other primer recommended by manufacturer
 - 2. Sikalastic 710 Base one-component aromatic polyurethane base coat
 - 3. Sikalastic 715 Top one-component aromatic polyurethane top coat
 - 4. Sikalastic 700 ACL accelerator (optional)
 - 5. Sikalastic 735 AL, 736 AL Lo-VOC and 748 PA optional aliphatic top coats
- B. Total dry film thickness exclusive of aggregate shall be 33 mils for pedestrian traffic, 43 mils for heavy pedestrian and light vehicular traffic, and 55 mils for heavy vehicular traffic. See data sheet System Guide for coverage rates and application methods.
- C. Aggregate shall be clean, rounded, oven dried quartz sand with a minimum gradation of 16-30 mesh for vehicular traffic and 20-40 mesh for pedestrian traffic, and a minimum hardness of 6.5 per the Moh's scale. Aggregate shall be supplied in pre-packaged bags and free of metallic or other impurities.

2.03 Performance Criteria

- A. Properties of standard Sikalastic base and top coats:

	<u>710 Base</u>	<u>715 Top</u>
Viscosity	6500 +/- 3000 cps	1500 +/- 500 cps
Total Volume Solids (ASTM D2697)	71%	72%
VOC Content (ASTM D2369-81)	240 g/l	243 g/l
Tensile Strength (ASTM D412)	800 +/- 100 psi	3200 +/- 300 psi
Elongation at Break (ASTM D412)	500 +/- 50%	500 +/- 50%
Tear Resistance (Die C, ASTM D624)	250 +/- 25 pli	350 +/- 50 pli
Hardness (ASTM D2240)	55 +/- 5 Shore A	85 +/- 5 Shore A

B. Properties of optional Sikalastic aliphatic top coats:

	<u>735 AL</u>	<u>736 AL Lo-VOC</u>	<u>748 PA</u>
Viscosity	2500 +/- 700 cps	3500 +/- 700 cps	200 +/- 50 cps
Total Volume Solids (ASTM D2697)	74%	83%	78%
VOC Content (ASTM D2369-81)	225 g/l	99 g/l	100 g/l
Tensile Strength (ASTM D412)	4200 +/- 300 psi	4000 +/- 300 psi	2500 +/- 200 psi
Elongation at Break (ASTM D412)	230 +/- 50%	250 +/- 50%	100 +/- 25%
Tear Resistance (Die C, ASTM D624)	400 +/- 50 pli	400 +/- 50 pli	300 +/- 50 pli
Hardness (ASTM D2240)	90 +/- 5 Shore A	90 +/- 5 Shore A	50 +/- 5 Shore D

Note: Tests were performed with material and curing conditions at 75F and 50% relative humidity.

Part 3 – Execution

3.01 Surface Preparation

- A. The substrate must be clean, dry, sound and free of surface contaminants. Remove all traces of dust, laitance, grease, oils, curing compounds, form release agents and foreign particles by mechanical means, i.e. – milling, scarifying, shotblasting, etc., as approved by the engineer. Blow surface free of dust using compressed air line equipped with an oil trap. Surface Preparation Surface must be clean, dry and sound with an open texture. Remove dust, laitance, grease, curing. All projections, rough spots, etc. should be dressed off to achieve a level surface prior to the application.
- B. Concrete should be cleaned and prepared to achieve a laitance and contaminant free, open textured surface by blast cleaning or equivalent mechanical means (CSP 3-4 per ICRI guidelines).
- C. Plywood should be clean and smooth, APA and exterior grade, not less than 1/2" thick, and spaced and supported according to APA guidelines. Seams should be sealed with Sikflex 2c or 1a and detailed and may need imbedded fabric reinforcement.
- D. Metal should be thoroughly cleaned by grinding or blast cleaning.

3.02 Priming

- A. Concrete and plywood – Apply Sikafloor FTP primer at 300 sf/gal. with a flat squeegee or roller and work well into the substrate to insure adequate penetration and sealing and puddles are avoided. Refer to data sheet for more detailed information, or consult Sika for other primer options.
- B. Premix both components. Sikafloor FTP, Part "H" is dark olive green in color and may appear black in the container. Sikafloor FTP, Part "R" is light amber in color. Add the 1 gallon of Sikafloor FTP, Part "R" to the 1.25 gallons of Part "H" in the short filled Part "H" pail. Mix thoroughly with a mechanical mixer (Jiffy) for 3 minutes. This mixture will appear as a light olive green color. Slowly add 1.25 gallons of potable water to the mixture under agitation. Mix for an additional 2 minutes until the mixture is fully dispersed. Fully dispersed material will appear as light green in color. Allow primer to cure a minimum of 3-4 hours at 70°F and 50% RH or until tack free before applying base coat.
- C. Metal – Consult Sika regarding primer.

3.03 Detailing

- A. Non-structural cracks up to 1/16 inch – Apply a detail coat of Sikalastic 710 Base at 32 mils wet, 4” wide, centered over the crack. Allow to become tack free before overcoating.
- B. Cracks and joints over 1/16 inch up to 1 inch – Route and seal with Sikaflex 2c or 1a sealant and allow to cure. Apply a detail coat of Sikalastic 710 Base at 32 mils wet, 4” wide, centered over crack. Allow to become tack free before overcoating.
- C. Joints over 1 inch – Should be treated as expansion joints and brought up through the Sikalastic Traffic System and sealed with Sikaflex 2c or 1a sealant.

3.04 Base Coat

- A. Thoroughly mix Sikalastic 710 Base using a mechanical mixer (Jiffy) at slow speeds until a homogenous mixture and color is obtained. Use care not to allow the entrapment of air into the mixture. Apply at the recommended coverage rate (see System Guide) using a notched squeegee or trowel and backroll using a phenolic resin core roller. Extend base coat over entire area including previously detailed cracks and control joints. Allow coating to cure a minimum of 16 hours at 70°F and 50% RH or until tack free before top coating.

3.05 Top Coats

- A. Thoroughly mix Sikalastic 715 Top or optional using a mechanical mixer (Jiffy) at slow speeds until a homogenous mixture and color is obtained. Use care not to allow the entrapment of air into the mixture. Apply at the recommended coverage rate (see System Guide) using a flat or notched squeegee and backroll using a phenolic resin core roller. Apply aggregate evenly distributed at the appropriate rate immediately into wet coating and backroll if required (see System Guide). Allow coating to cure a minimum of 16 hours at 70°F and 50% RH or until tack free between coats, and a minimum of 72 hours before opening to vehicular traffic.
- B. Refer to mixing and application instructions in separate data sheet for optional Sikalastic 735 AL, 736 AL Lo-VOC and 748 PA aliphatic top coat substitutions.

3.06 Accelerator

- A. Sikalastic 700 ACL may be added to Sikalastic 710 Base, 715 Top or optional single component aliphatic top coats in order to accelerate cure time, particularly in cold weather conditions. Maximum amount that may be added is 1:20 ratio (1 quart to 5 gallons). Apply only to material that will be applied within 2-3 hours.

3.07 Mock-up

- A. A job site mock-up should always be completed to confirm acceptability of workmanship, material coverage rates and aesthetics.

3.08 Cleaning

- A. Uncured materials can be removed from tools or other surfaces with an approved solvent. Cured materials can only be removed by mechanical means.
- B. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

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Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's most current Technical Data Sheet, product label and Material Safety Data Sheet which are available at www.sikaconstruction.com or by calling (201) 933-7452. Nothing contained in any Sika materials relieves the user of the obligation to read and follow the warnings and instructions for each Sika product as set forth in the current Technical Data Sheet, product label and Material Safety Data Sheet prior to product use.



P.O. Box 7
Chapel Hill, TN 37034
(931) 436-8369

August 19, 2021

To: Johnny McClanahan, City of Columbia
Subject: Inspection of Parking Structure at 700 North Main Street, Columbia, TN

Morrison Engineering was asked to perform an inspection of the parking structure at 700 Block of North Main Street in Columbia, Tennessee. This inspection is a ground based, floor by floor, visual inspection. No recommendations were asked to be provided along with this report. No background information, design data or drawings were given prior to this inspection.

To start, this is a parking structure what utilized cast in place concrete pours with brick veneer. There are three parking levels with a total of three currently used entrances and exits. The structure has structural steel shapes with wire guard rails along two sides and ornate metal workings on the North Main Street Side. The top of the structure is capped off with concrete masonry units and capstones that are wet set along the outer ledges. The interior of the structure is coated with an unknown type of cementitious coating.

The concrete structure looks to be in good condition. There were no sizeable cracks in the concrete beams that make up the floor system for each level of the structure. The columns do not show any indications of cracking. A few of the columns show signs of minor impacts, but that is to be expected in a parking structure. It is noticeable where the cold joints in the concrete construction are located due to hairline cracks at each location see Figure 1 & 2. The drains that penetrate the slab from the roof parking area to the second level are showing some signs of corrosion, but do not show signs of failure at the time of the inspection. The slab around the drains does potentially show rust leaching from the reinforcing bars inside the slab see Figure 3 & 4. This cannot be confirmed due to the lack of installation drawings. There is minor spalling in the parking locations on the floor slabs. Spalling can be caused by a number of things, so it is difficult to pin point the root cause, see Figure 5. The concrete expansion joint filler that separates the garage structure from the structure at 707 North Main Street is falling out of the joints. Some of the material is still in place, but not intact, and some material is on the floor of the parking garage, see Figure 6 & 7.

The exterior of the structure brick veneer is not in good condition. The structure has clear issues that all start with moisture intrusion. At the top of the structure, there are wet set capstones. Some of the capstones are loose. Many of the capstones are missing the filler material that creates a head joint, and cap seal joint. This missing material allows all rain water to penetrate into the structure behind the brick veneer wall, see Figure 8 & 9. The brick flashing that is on the roof of the parking structure and attaches in the brick bed joint of the Police Station is not properly caulked in. The caulk has failed at this



P.O. Box 7
Chapel Hill, TN 37034
(931) 436-8369

November 4, 2021

To: Johnny McClanahan, City of Columbia

Subject: Inspection of Parking Structure, Auxiliary Inspection Report at 700 North Main Street, Columbia, TN

Morrison Engineering had a meeting with members of the City of Columbia staff in August. This report stems from this meeting and subsequent walk through of the garage. When the original inspection was performed at the garage at the 700 Block of North Main Street it was in dry conditions and had been dry for some time. The day of the next inspection it had rained before and some addition water intrusion was present.

There is concrete spalling located on level 4 of the structure that has exposed some of the rebar in the deck slab. In at least one location this has caused a through crack of the deck slab. The root cause of this seems to be that the rebar does not have enough cover to prevent deterioration from moisture. When the rebar starts deteriorating it swells, when it swells it causes the concrete above to flake off. The moisture comes into level 4 of the garage mainly from water getting by the ramp drain from level 5 to level 4. There is a curb on each side of the ramp that does not have a drain or a way to divert water to the drain. This water that gets by the drain collects on the deck of level 4 and has no way to escape. This causes the concrete (a porous substance) to remain saturated and this causes the rebar to begin its deterioration process. The areas that have spalling present do need to be patched so that additional deterioration will not occur for a short period of time while a new plan is developed for a long term solution.

A hole has been discovered between level 5 and level 3 and this hole is the area of water intrusion that Officer Prince was concerned with during the meeting. This water intrusion allows water to collect on level 3 and in the winter freeze creating a fall hazard in the outdoor break area for the Columbia Police Department.

Respectfully Submitted By,

Jonathan Morrison

Jonathan Morrison, PE

time and needs to be replaced to prevent water intrusion into the parking structure as well as the Police Station, see Figure 10. The water that is getting behind the brick veneer runs down between the brick veneer and cast in place concrete structure and is supposed to be able to escape the structure. There are weep holes over the upper level of windows but cannot be found anywhere else on the structure. Due to the inability of the water to escape the structure, the brick lintels are corroding. The lintel can most likely be cleaned and recoated to prevent further corrosion, see Figure 11 & 12. There are some major failures of the brick bed joints. This is known due to the presence of horizontal reinforcement wire. This wire is protruding past the face of the brick veneer in at least one location. When the first reinforcement wire was found, a closer look was taken specifically at the bed joints. It is very noticeable that many bed joints have failed. The reason for the failure is moisture intrusion from the top or the wires not having proper cover for when it is exposed to weather. You can see the issue described in Figure 13, 14, 15 & 16.

In summary, the overall protected structure appears to be in good condition. The exposed brick veneer is showing signs of terminal failure. It is unknown at what time the brick on the exterior of the structure will fall, but based on the failures seen in this inspection there will be a catastrophic failure of the brick veneer at some point. This is not being said to force the owner into immediate action, but these issues will need to be rectified at some point. This is also not being said to insinuate the garage is going to collapse. From the inspection performed with the on-hand knowledge of the parking garage structure, the overall building is in acceptable condition, the failure would only be of the exterior cladding.

Respectfully Submitted By,

Jonathan Morrison

Jonathan Morrison, PE

Appendix



Figure 1 – Hairline crack at cold joint



Figure 2 – Hairline crack at cold joint



Figure 3 – Rust coming from drain penetration and corroded elbow



Figure 4 – Rust coming from drain penetration and corroded elbow



Figure 5 – Parking Space concrete spalling



Figure 6 – Expansion joint filler material hanging from joint



Figure 7 - Expansion joint filler material laying on floor



Figure 8 – Capstone joint filler material



Figure 9 – Capstone bed joint crack



Figure 10 - Brick flashing



Figure 11 – Corroded lintel



Figure 12 – Corroded lintel and brick veneer crack

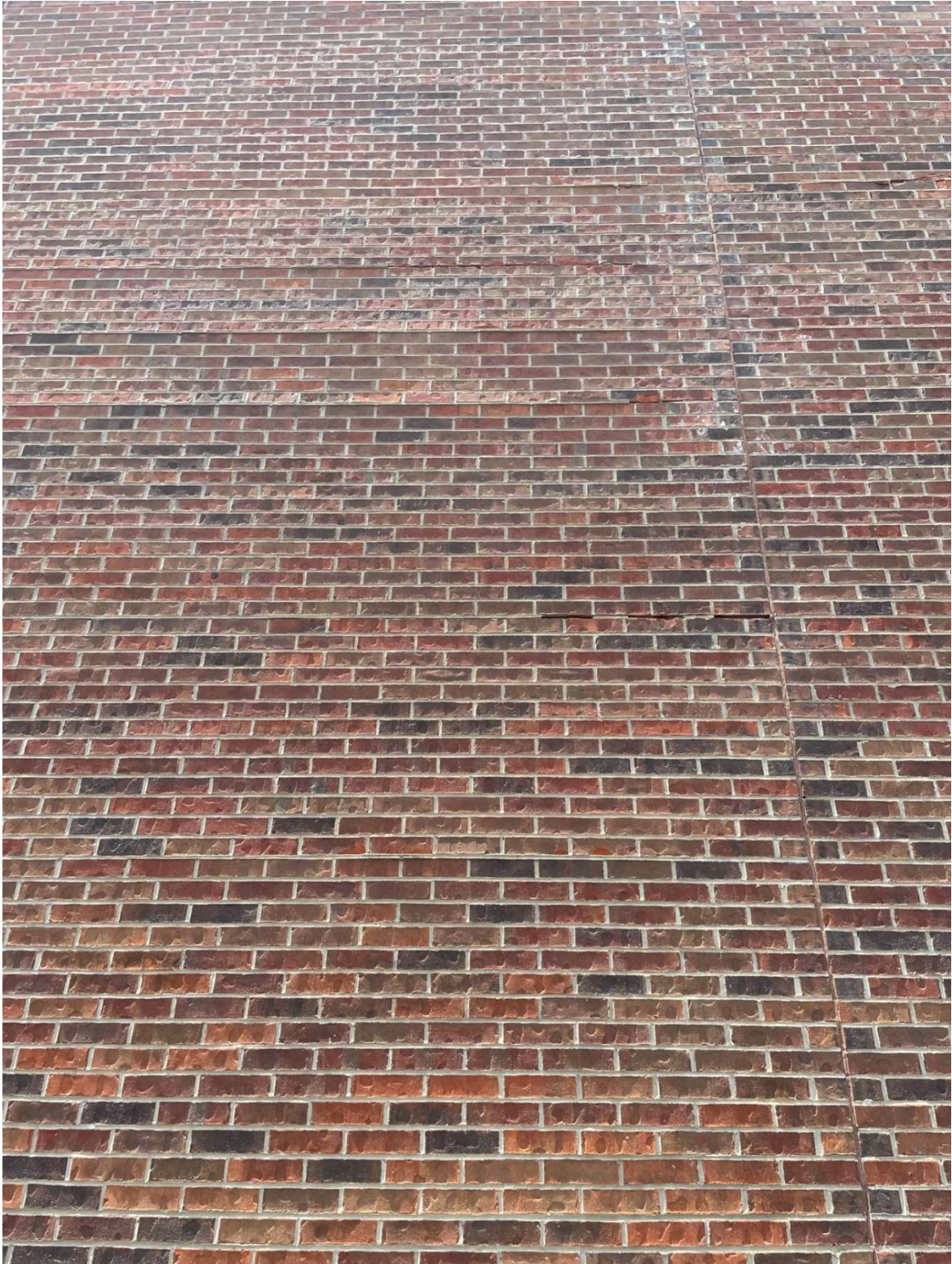


Figure 13 – Horizontal bed joint failures



Figure 14 – Horizontal bed joint failure

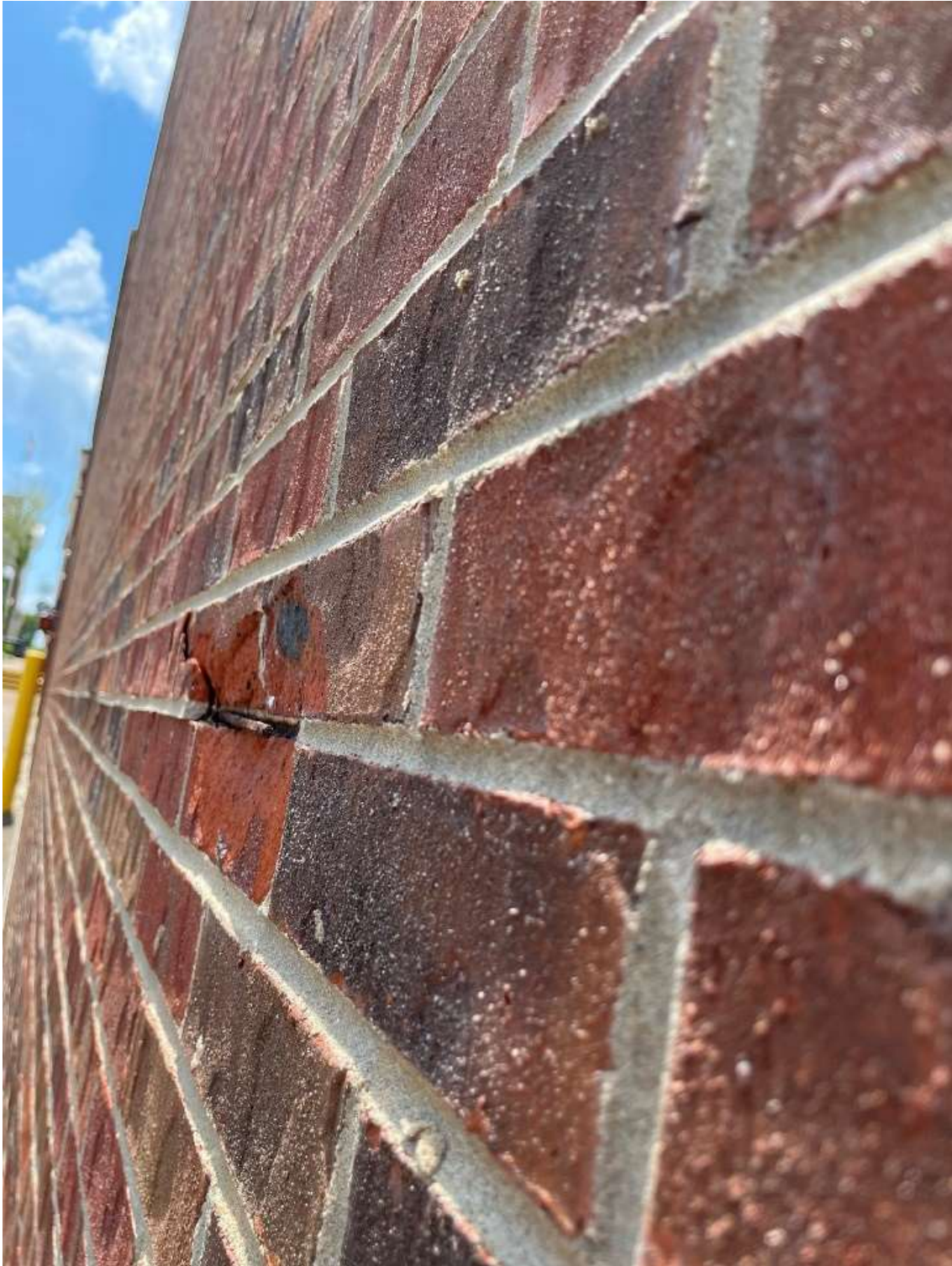


Figure 15 – Reinforcing wire exposed through horizontal bed joint



Figure 16 – Horizontal bed joint failure

August 3, 2022

Mr. Jonathan Morrison, PE
Morrison Engineering, LLC.
P.O. Box 7
Chapel Hill, Tennessee 37034

**RE: City of Columbia TN – Parking Garage Assessment
EMC Project No. 22712**

Dear Mr. Morrison:

INTRODUCTION:

At your request and authorization, a site visit was made to the referenced site to visually observe the general conditions of the Parking Garage located at the SW corner of N. Main Street and W. 6th Street. You had requested a professional opinion as to the general structural condition of the garage based on these visual observations.

SITE OBSERVATIONS:

The garage, built around 1987, is a concrete structure with a brick veneer exterior. There is one entry/exit point on W. 6th Street, and two entry/exit points on N. Main Street. There is also an entry/exit point on the west side, but this has been gated off from use. The police department is directly adjacent to the south face of the garage structure.

The structure is constructed such that the north half and south half are offset by half a story (approximately 7 feet). Each level of the halves is connected by ramps. The floors are constructed with a concrete beam and girder system supported by concrete columns. The beams are spaced at 3 feet on centers and spanning north-south. The girders are located on column lines and span east-west. The structural concrete slabs appear to be about 4" thick and the overall beam and girder thickness is approximately 24". The ground floors' slabs are concrete slabs-on-grade of unknown thickness. The exterior consists of what appears to be a two-course brick wall approximately 8" thick.

A cursory visual observation of the brick exterior reveals the brick to be in fair to poor condition. Generally, the caulk in the control joints has dried and is cracking in areas. The steel lintels over the openings in the walls are rusting and, in some areas, delaminating. There are also areas where efflorescence was seen on the surface of the brick. The mesh infill panels of the railing located in the openings was quite rusted. Some of the steel tube perimeter members of the mesh panels were also delaminating and separating.

Specific items of note of the exterior walls are:

- West Wall – There were vertical cracks noted in the brick at both the north and south ends of the wall. The cracks were adjacent to the 1st level wall at the north end and the 2nd level wall at the south end. The brick also appeared to be misaligned – a vertical misalignment at the control joint near the south end of the ramp. The brick also appeared to be misaligned between the top of the 1st level openings and near the bottom of the second level openings at the south end. This misalignment appears as corbeled brick.
- North Wall – There was a vertical crack near the opening at the east end of the wall. There was spalled brick below the first-floor level located in the eastern 1/3 section of the wall. The brick was corbeled at the second-floor level
- East Wall – The brick of this wall was showing the most signs of deterioration. The steel lintel over the 2nd opening from the north end was very rusty and exhibiting delamination. The mortar at the south bearing of this lintel was missing due to the force created by the delamination of the steel. The brick was also noted to be corbeled at the top level. Effervescence was present on large areas of the brick. Regarding the solid section of brick between the north and south sets of entries – a significant amount of mortar was missing and/or displaced in the horizontal mortar joints. There were also brick whose face had spalled.

The concrete columns and interior walls visually appeared to be in generally good shape. The only columns and walls that showed signs of deterioration were those that were directly exposed to the elements. This deterioration would be considered slight.

The slab-on-grade of the first floor had cracks, some staining, and some visible wear. There were areas where the concrete had spalled. Some areas had been patched, but not all. The control/construction joint filler material did look worn.

The second floor's structural slab appeared to have a generally fair-to-poor finish. There were many patched areas. Some of the patches would be considered of questionable quality. The three west-most bays of the south half, and west-most bay of the north half had more quality issues than the second floor in general.

The slab of the north half of the second level had an area of water staining located west-most bay of the middle (drive) aisle. There is the possibility that this water is coming from the upper (3rd) level through a penetration in the slab. The area with the water stain appears to be a low spot in the slab, so water will collect there. Observation of the underside of the slab of the north half revealed an area of concrete that spalled and exposed reinforcing steel. This steel has rusted and appeared to show signs of

delamination. This area was in the third bay from the west at the north end. In the adjacent middle bay there were water stains on the underside of the slab.

The three bays at the west end of the south half had several areas of spalled concrete. The spalled areas in the south parking slots were somewhat oval. There were also four parallel lines of spalled concrete in the drive aisle of the second bay from the west. The spalled areas (approximately 24", 32", 60" and 156" in length) ran at about a 45-degree angle to the column lines. The longest area had been patched, but cracking has reoccurred in the patch material. The remaining spalled areas have not been patched. It appears that the spalling depth is such that metal conduit has been exposed and in some sections the conduit had partially rusted through. The west-most bay of the drive aisle had cracks running generally north-south. There was also a spalled area along one of the cracks. An area that appeared to be water stained was also noted in this bay. The water likely came from a trench drain located at the point where the slab ramps up to the third level.

The third level is exposed, so the slab surfaces are more weathered than levels 1 and 2. Spalling was noted along the east-west joint in the slab of the north section. Spalling was also noted on the wall that separates the north and south sections. Some surface cracking was observed over both sections of the third level. Two cracks to note was located at a column located at the southwest corner of the south half. The column supported a concrete roof that provided a covered entrance to the adjacent building to the south. One crack extends from the northwest corner of the column in a northeast direction until it intersects the slab joint that runs north south. The slab to the west appears to have dropped roughly 3/8". The second crack extends from the column parallel to the slab joint that extends west.

DISCUSSION AND RECOMMENDATIONS:

Walls and Railing –

Overall, the brick would be considered in fair to poor condition. The effervescence noted has resulted from moisture migrating through the brick, reacting with the mortar, and then forming on the exterior face of the brick. The corbeled brick conditions may have been constructed due to misalignment with the concrete structure, thus requiring the corbelling to allow the brick to bypass the structure. The spalling brick on the north face likely resulted from moisture from migrating thru the brick and then freezing near the exterior face, causing a thin layer of brick to spall.

The vertical cracks noted in the east and north walls are likely the result of thermal movements, as the vertical expansion/contraction joints may not have been properly

spaced or located. In these areas the cracks can be cleaned and then filled with a flexible silicone caulk to allow the brick to expand/contract.

The east wall showed the most visible signs of brick deterioration, with the wall section between the entry/exit openings being the worst area. There was discoloration of areas of the brick, broken and missing mortar, and spalled areas. These suggest that water is infiltrating into the brick on a regular basis. If trapped water freezes, the result can be spalling and damage to mortar joints. The discoloration and effervescent are also signs that water infiltration into the brick and brick cavities is an ongoing issue. Since the water infiltration appears to be an ongoing issue, it is recommended that a person/company experienced in the waterproofing/protection of masonry veneers and walls be consulted to determine a course of action to identify the issues and propose solutions.

The brick lintels and railing at the openings have extensive rust and delamination issues. This can mainly be attributed to the lack of maintenance over the years. Exposed steel will begin to rust once any protective coating is removed or worn away. All the lintels and railings should be thoroughly cleaned of all rust, examined and then repainted with an exterior grade epoxy paint. Note that the thickness of the lintels should be measured to determine the amount of section loss by comparing with the thickness of a non-rusted section. It did appear that several sections of the railings' mesh panels have rusted and delaminated to the point that they will need to be replaced.

Structural Columns and Floor Systems –

The structural concrete columns all appeared to be in good condition. Some perimeter columns extended up past the 3rd level but terminated below the perimeter wall. These columns did show signs of normal wear due to being exposed to the elements. The exposed columns should be cleaned, and a protective coating applied to prevent further weathering.

The condition of the floor systems would be considered fair to poor. Visually it appeared that the wearing surfaces were poorly finished and varied enough from being flat that water could collect. The amount of spalling present could indicate subpar concrete, or that improper curing/finishes techniques were used. The spalling and exposing of the reinforcing on the underside of the 2nd floor slab of the north half, indicates that water has migrated through the slab to the reinforcing. This occurred long enough for the reinforcing to rust and start delaminating. The resulting force of the expansion of the rebar eventually cracks and spalls the concrete. This is the same effect of the conduit that rusted and spalled the concrete on the south half of the second floor. The areas of poor patch work is likely caused by improper surface preparation and/or using an improper patching material. At a minimum, it is recommended that all loose concrete patches be removed.

Then all spalled areas be cleaned of loose material, then chipped to an acceptable depth before an epoxy filler is used to fill the spalled areas. In the areas where reinforcement or conduit is exposed, the reinforcement and conduit should be thoroughly cleaned of all rust and loose materials, then coated with a protective epoxy paint before the spalled area is patched. Any cracks that are present should be cleaned and then filled with a structural patch material. Control joints should also be cleaned, and new joint materials installed. All surfaces should then be coated with a wearing surface material that provides resistant to wear from vehicular traffic to prolong the life of the concrete surfaces.

Two companies that produce products that are for use in repairing spalled concrete surfaces and coating concrete decks with wearing surface materials are SIKKA USA and MasterBuilders. It is recommended to contact a local representative of these companies, as they can provide guidance and recommendations for the best products to use for repairs and coatings.

SUMMARY AND CONCLUSIONS:

A concrete parking structure should be expected to have a useful life of about 50 years, if properly constructed and maintained. Some will exceed the 50-year lifespan. However, if not properly maintained the life span will be reduced. Minimum maintenance would be to periodically clean the traffic surfaces, patch any cracks that develop, and apply surface coatings that would protect the concrete from traffic wear, weather, and any salt/brine solutions that may be applied during snow/icing conditions. Failure to do this is the primary cause of reduced useful life span of parking garages.

The brick walls also serve as the railing/barrier system around the perimeter of the building. A properly constructed brick wall should require very little maintenance. Just occasional cleaning and repair of any cracked or missing mortar. Visual indications of water migrating thru the walls, especially the east wall, is of concern. A properly constructed and maintained brick wall should not be showing signs of effervescence and missing mortar from joints. The recommendation is to consult an expert in masonry construction and waterproofing for an option as to possible remedies and repairs. It is possible that some sections of wall would require replacement.

Maintenance for other items include cleaning and painting miscellaneous steel such as lintels, railing, and gates. Failure to do so results in rust and, if left unmaintained long enough, delamination. In this case the delamination of some of the lintels has resulted in localized damage to mortar joints and brick. In this case the lintels can likely be cleaned and painted, and mortar joints repairs. However, there is enough rust and delamination damage to some of the railing sections that repair is not an option. These sections will need to be replaced.

Mr. Jonathan Morrison, PE
EMC Project No. 22712
August 3, 2022
Page 6

CLOSURE:

Please note that the above information is based solely on the visual observations made during a visit to the site. No material testing was done, nor was any construction exposed to view. The report provides one professional engineer's opinion as to the general structural condition of the structure as it now is. The conclusions and recommendations are general in nature to give the owner an idea of the conditions, the visible deficiencies, and general guidelines for repair and maintenance of the structure.

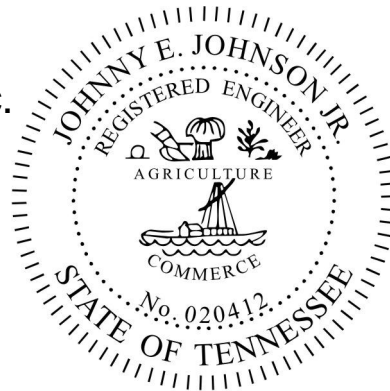
Please call if you have any questions or if I may be of additional assistance.

Sincerely,

EMC Structural Engineers, P.C.

Johnny E. Johnson Jr., P.E.
Principal

JEJ/



BID BOND

BIDDER (Name and Address):

N&S Waterproofing, LLC

4061 Powell Avenue

Nashville, TN 37204

SURETY (Name and Address):

Great American Insurance Company

301 E. Fourth Street

Cincinnati, Ohio 45202

OWNER (Name and Address):

City of Columbia, Tennessee

700 N. Garden Street

Columbia, Tennessee 38401

BID:

BID DUE DATE: September 19, 2023

PROJECT: The Work to be done consists of the providing labor, materials, equipment, insurance, and bonds to rehabilitate and waterproof the existing parking structure and façade at the corner of N. Main Street and East 6th Street.

BOND:

BOND NUMBER: N/A

DATE: (Not later than BID Due Date) September 19, 2023

PENAL SUM: 5% of the Amount Bid

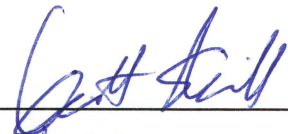
IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on this BID Bond, do each cause this BID bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

N&S Waterproofing, LLC

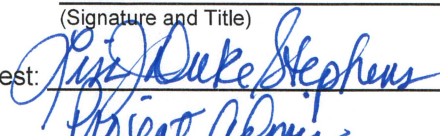
(Bidder's Name and Corporate Seal)

BY:


GANTT WEIR CEO

(Signature and Title)

Attest:


Project Admin

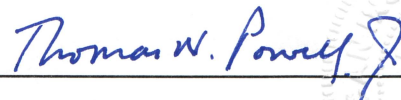
(Signature and Title)

SURETY:

Great American Insurance Company

(Surety's Name and Corporate Seal)

BY:

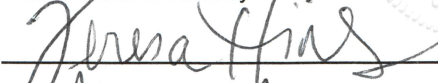


Thomas W. Powell, Jr., Attorney-in-Fact

(Signature and Title)

Attach Power of Attorney

Attest:


ADM. ASSISTANT

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder any difference between the total amount of Bidder's BID and the total amount of the BID of the next lowest, responsible, and responsive Bidder as determined by OWNER for the Work required by the Contract Documents, provided that:
 - 1.1 If there is no such next lowest, responsible, and responsive Bidder, and OWNER does not abandon the Project, then Bidder and Surety shall pay to OWNER the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's BID and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All BIDs are rejected by OWNER, or
 - 3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from BID Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after BID Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and County in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, pre-paid postage, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executes, seals, and delivers such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "BID" as used herein includes a BID, offer of proposal as applicable.
12. Addresses on BID Bond are to be used for giving required notice.
13. Any singular reference to Bidder, Surety, OWNER, or other party shall be considered plural where applicable.

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SEVEN

No. 0 20965

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
AMY E. COMER	KATIE KEEGAN	ALL
THOMAS W. POWELL, JR.	MICHELLE SAULS	\$100,000,000
PATRICK MCCOIN	EVERS MILLER	
JEFFREY G. CORVIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10TH day of APRIL, 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 10TH day of APRIL, 2020

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

MARK VICARIO (877-377-2405)



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of September, 2023



Steph C. B.

Assistant Secretary

NOTICE OF AWARD

TO: N & S Waterproofing, LLC
(BIDDER)

DATE: 9/22/2023

ADDRESS: 4061 POWELL AVENUE
NASHVILLE, TN 37204

PROJECT: **REHABILITATION AND WATERPROOFING OF CITY OF COLUMBIA
PARKING GARAGE**

CONTRACT: #E 2023-02

You are notified that your BID dated September 19, 2023 for the above Contract has been considered. You are the apparent Successful Bidder and contingent on City Council approval will be awarded a contract for the proposal for REHABILITATION AND WATERPROOFING OF CITY OF COLUMBIA PARKING GARAGE CONTRACT FISCAL YEAR 2023-2024.

The Contract Price of your contract is SIX HUNDRED SEVENTY-FIVE THOUSAND, SEVEN HUNDRED NINETY DOLLARS AND ZERO CENTS Dollars (\$ 675,790.00)

ONE (1) copy of each of the proposed Contract Documents must accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice. That is by October 7, 2023.

1. You must deliver to the **OWNER one (1)** fully executed counterpart of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the Agreement

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your BID in default, and to annul this Notice of Award.

OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached upon certification of funds by City Council.

CITY OF COLUMBIA

City of Columbia, TN

(OWNER)

BY:  Glenn Harper
(AUTHORIZED SIGNATURE)

City Engineer

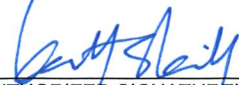
(TITLE)

9/22/2023

(DATE)

ACCEPTANCE OF NOTICE TO PROCEED:

N&S Waterproofing, LLC.
(OWNER)

BY: 
(AUTHORIZED SIGNATURE)

CEO
(TITLE)

9/22/23
(DATE)

AGREEMENT

Rehabilitation and Waterproofing of City of Columbia Parking Garage 700 North Main Street Columbia, TN 38401 CONTRACT # E-2023-02

THIS AGREEMENT is dated as of the 12th day of October in the year 2023
by and between the City of Columbia, Tennessee (hereinafter called **OWNER**) and
N & S Waterproofing, LLC.

(Hereinafter called **CONTRACTOR**).

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth,
agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the CONTRACT Documents.
The WORK is generally described as follows:

The WORK to be done consists of the providing labor, materials, equipment, insurance, and
bonds to rehabilitate and waterproof the existing parking structure and façade.

The Project for which the Work under the Contract Documents may be the whole or only a part is
generally described as follows:

Rehabilitation and Waterproofing of City of Columbia Parking Garage Fiscal Year 2023-2024 Contract #E-2023-02

Article 2. ENGINEER.

The CONTRACT has been prepared by the City Engineer who is hereinafter called **ENGINEER**
and who is to act as **OWNER'S** representative, assumes all duties and responsibilities and have
the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with
completion of the Work in accordance with the Contract Documents. The OWNER updated these
specifications, as needed, to include currently available products and materials.

Article 3. CONTRACT TIMES.

3.1 The WORK will be completed and ready for final payment in accordance with Article 14.07 of the General Conditions within **120 days** after the date when the Contract Times commence to run as prescribed in the **NOTICE TO PROCEED**.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence to this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in paragraph 3.1 above. They also recognized the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final pay.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents and amount in current funds equal to the CONTRACTOR'S Lump Sum Bid Proposal, including all supplies, materials, equipment, labor, insurance, bonds, etc. That amount is:

The Total Lump Sum CONTRACT Price of **\$ 675,790.00**

Six hundred & seventy-five thousand, seven hundred & ninety dollars & 00/100

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

Upon completion and acceptance of the WORK in accordance with Article 14.07 of the General Conditions, OWNER shall pay the CONTRACTOR Price as recommended by the ENGINEER as provided in said Article 14.07.

Article 6. INTEREST.

All moneys not paid by OWNER when due to CONTRACTOR shall bear interest at the maximum rate allowed by law, at the place of the Project, when not paid within a reasonable time.

Article 7. CONTRACT DOCUMENTS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied CONTRACT Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data".

- 7.2 CONTRACTOR has visited the site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the WORK. CONTRACTOR is aware that CONTRACTOR is responsible for taking all measurements and calculating all dimensions used in the preparation of CONTRACTOR'S BID.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the WORK, including any and all permits as required by said Laws and Regulations.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions, if any, as provided in Article 4 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not CONTRACT Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the CONTRACT Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the WORK or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, test, studies, or data are necessary for the performance and furnishing of the WORK at the CONTRACT Price, within the CONTRACT Times and in accordance with the other terms and conditions of the CONTRACT Documents.
- 7.5 CONTRACTOR is aware of the general nature of WORK to be performed by CONTRACTOR and others at the site that relates to the WORK as indicated in the CONTRACT Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the CONTRACT Documents and all additional examinations, investigations, explorations, tests, studies, and data with the CONTRACT Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR had discovered in the CONTRACT Documents and written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the CONTRACT Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

Article 8. CONTRACT DOCUMENTS.

The CONTRACT Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK, consist of the following:

- 8.1 This AGREEMENT
- 8.2 PERFORMANCE BOND
- 8.3 DRUG-FREE WORKPLACE AFFIDAVIT
- 8.4 NOTICE TO PROCEED
- 8.5 GENERAL CONDITIONS
- 8.6 SUPPLEMENTARY CONDITIONS

- 8.7 ADDENDA numbers #1 to #1 inclusive.
8.8 CONTRACTOR'S BID PROPOSAL (pages 1 to 3)
8.9 Documentation submitted by CONTRACTOR prior to NOTICE OF AWARD.
8.10 The following, which may be delivered or issued after the Effective Date of the AGREEMENT, and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the CONTRACT Documents.

There are no CONTRACT Documents other than those in this Article 8. The CONTRACT Documents may only be amended, modified, or supplemented as provided in Article 3 of the GENERAL CONDITIONS.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this CONTRACT, which are defined in Article 1 of the Instructions to Bidders will have the meanings indicated in the Instructions to Bidders.
- 9.2 No assignment by a party hereto of any rights or interests under the CONTRACT Documents will be binding on another party hereto without the written consent of the party sought to be bound: and, specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the CONTRACT Documents.
- 9.4 Any provision or part of the CONTRACT Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the CONTRACT Documents shall be reformed to replace such stricken provision or parts thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to **OWNER, CONTRACTOR, and ENGINEER**. All portions of the Contract Documents have been signed, initialed, or identified by **OWNER and CONTRACTOR** or identified by **ENGINEER** on their behalf.

This Agreement will be effective on October 12th, 2023 (which is the Effective Date of the Agreement).

OWNER: CITY OF COLUMBIA,
TENNESSEE

By: _____

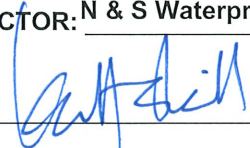
Title: _____

Attest: _____

Title: _____

(Affix City Seal)

CONTRACTOR: N & S Waterproofing. LLC.

By:  _____

Title: Gantt Neill, CEO

Business Address: _____

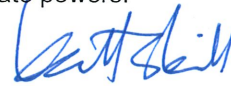
4061 Powell Avenue

Nashville, TN 37204

License no. TN 55151

Certification of Authority to Sign (if applicable):

I, Gantt Neill certify that I am the CEO
(printed name) (title)
of the corporation named as CONTRACTOR herein; that Gantt Neill
(printed name)
who signed this Agreement on behalf of the CONTRACTOR was then CEO
(title)
of said corporation that said Agreement was duly signed for and in behalf of said corporation by
authority of its governing body and is within the scope of its corporate powers.



(Signature)

(Affix corporate seal)

END OF SECTION

CONSTRUCTION PERFORMANCE BOND

BOND NO: CA 5315752

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

CONTRACTOR (Name and Address):

N & S Waterproofing, LLC.
4061 Powell Avenue
Nashville, TN 37204

SURETY

Great American Insurance Company
301 E. Fourth Street
Cincinnati, OH 45202

OWNER (Name and Address):

CITY OF COLUMBIA, TENNESSEE
700 N. GARDEN STREET
COLUMBIA, TN 38401

CONSTRUCTION CONTRACT:

Date: October 12, 2023

Amount: \$ 675,790.00

Description:

Rehabilitation and Waterproofing of
City of Columbia Parking Garage
700 North Main Street
Columbia, TN 38401

BOND

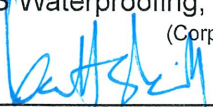
Date: October 12, 2023

Amount: \$675,790.00

Modifications to this Bond Form:

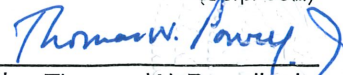
CONTRACTOR AS PRINCIPAL

Company: N & S Waterproofing, LLC.
(Corp. Seal)

Signature: 
Name and Title: Gantt Neill, CEO

SURETY

Company: Great American Insurance Company
(Corp. Seal)

Signature: 
Name and Title: Thomas W. Powell, Jr.
Attorney-In-Fact

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The OWNER has notified the CONTRACTOR and the Surety at its address described in Paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held no later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the OWNER, the CONTRACTOR, and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2 The OWNER had declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The OWNER has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a CONTRACTOR selected to perform the Construction Contract in accordance with the terms of the contract with the OWNER.
4. When the OWNER has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent CONTRACTORS; or
 - 4.3 Obtain BIDs or negotiated proposals from qualified CONTRACTORS acceptable to the OWNER for a contract performance and completion of the Construction Contract, arrange for a contract to be prepared for the execution by the OWNER and the CONTRACTOR selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the OWNER the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount of which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligation under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in Subparagraph 4.4 and the OWNER refused the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction

Contract. To the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased Working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the

minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.

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

12.2 Construction Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

END OF SECTION

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CONSTRUCTION PAYMENT BOND

BOND NO: CA 5315752

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

CONTRACTOR (Name and Address):

N & S Waterproofing, LLC.
4061 Powell Avenue
Nashville, TN 37204

OWNER (Name and Address):

CITY OF COLUMBIA, TENNESSEE
700 N. GARDEN STREET
COLUMBIA, TN 38401

CONSTRUCTION CONTRACT:

Date: October 12, 2023

Amount: \$ 675,790.00

Description:

Rehabilitation and Waterproofing of City of
Columbia Parking Garage
700 North Main Street
Columbia, TN 38401

BOND

Date: October 12, 2023

SURETY

Great American Insurance Company
301 E. Fourth Street
Cincinnati, OH 45202

Amount: \$675,790.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: N & S Waterproofing, LLC.
(Corp. Seal)

Signature: [Signature]
Name and Title: Gantt Neill, CEO

SURETY

Company: Great American Insurance Company
(Corp. Seal)

Signature: [Signature]
Name and Title: Thomas W. Powell, Jr.
Attorney-In-Fact

CONTRACTOR AS PRINCIPAL

Company: _____
(Corp. Seal)

Signature: _____
Name and Title: _____

SURETY

Company: _____
(Corp. Seal)

Signature: _____
Name and Title: _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens and suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communications from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by Paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly, at the Surety's expense, take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Construction Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants, or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction

Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the OWNER, or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and Engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

END OF SECTION

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SEVEN

No. 0 20965

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
AMY E. COMER	KATIE KEEGAN	ALL
THOMAS W. POWELL, JR.	MICHELLE SAULS	\$100,000,000
PATRICK MCCOIN	EVERS MILLER	
JEFFREY G. CORVIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10TH day of APRIL, 2020.



Steph C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 10TH day of APRIL, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of October, 2023



Steph C. B.

Assistant Secretary

CONTRACTOR DRUG-FREE WORKPLACE AFFIDAVIT

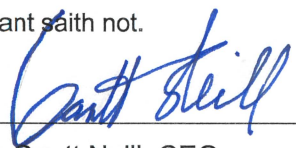
STATE OF TENNESSEE

COUNTY OF Davidson

1. Now Comes Affiant, who being duly sworn, deposes and says:
2. He/She is the principal officer for N & S Waterproofing, LLC.
(Name and address of Bidding Entity)

4061 Powell Avenue, Nashville, TN 37204
3. That the bidding entity has submitted a bid to City of Columbia for the
(Owner)
construction of Rehabilitation and Waterproofing of City of Columbia Parking Garage :
(Name of Project)
4. That the bidding entity employs no less than five (5) employees:
5. That the Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with
~50-0-113, *Tennessee Code Annotated*.
6. That this affidavit is made on personal knowledge.

Further Affiant saith not.



AFFIANT Gantt Neill, CEO

STATE OF Tennessee
COUNTY OF Davidson

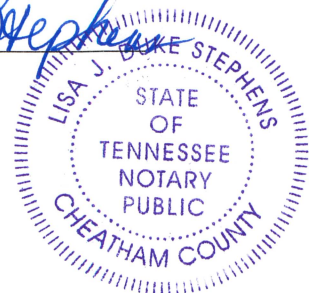
Before me personally appeared Gantt Neill, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at the office this 19th day of September, 20 23.



Notary Public

My commission expires: 05/15/2024



SECTION 9, PAGE 1

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the
(Print Name of Attorney)

duly authorized and legal representative of the City of Columbia, Tennessee, OWNER, do hereby
certify as follows concerning the attached CONTRACT known as the

Rehabilitation and Waterproofing of City of Columbia Parking Garage #E-2023-02

I have examined the attached contract(s) and performance and payment bond(s) and the
manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has
been duly executed by the proper parties thereto acting through their duly authorized
representatives; that said representatives have full power and authority to execute said
agreements on behalf of the respective parties named thereon; and that the foregoing
agreements constitute valid and legally binding obligations upon the parties executing the same
in accordance with terms, conditions and provisions thereof.

Signed: _____
(Attorney)

Date: _____

NOTICE TO PROCEED

TO: _____
(BIDDER)

DATE: _____

ADDRESS: _____

PROJECT: **REHABILITATION AND WATERPROOFING OF CITY OF COLUMBIA
PARKING GARAGE**

OWNER'S CONTRACT: **#E-2023-02**

CONTRACT FOR _____

You are notified that the Contract Times under the above will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the date of Substantial Completion is _____ and the date of completion and readiness for final payment is _____.

Before you may start any WORK at the site, paragraph 2.01 of the General Conditions provides that you must deliver to the OWNER (with copies to ENGINEER and other identified additional insured's) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must

CITY OF COLUMBIA

(OWNER)

BY: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

ACCEPTANCE OF NOTICE TO PROCEED:

(OWNER)

BY: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

SECTION 12

GENERAL CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700) (2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC 5.04 The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

5.04.A.1 and 5.04.A.2 Worker's Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

- | | |
|--------------------------|-----------|
| (1) State | Statutory |
| (2) Federal | Statutory |
| (3) Employer's Liability | \$500,000 |

5.04.A.3, 5.04.A.4 and 5.04.A.5. CONTRACTOR's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the CONTRACTOR:

- | | |
|---|--------------|
| (1) General Aggregate
(Except Products - Completed Operations) | \$1,000,000 |
| (2) Products - Completed Operations Aggregate | \$1,000,000 |
| (3) Personal and Advertising Injury (Per Person / Organization) | \$500,000 |
| (4) Each Occurrence | \$500,000 |
| (5) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable. | |
| (6) Excess Liability
Each Occurrence | \$10,000,000 |

5.04.A.6 Automobile Liability:

(1) Bodily Injury:

\$500,000	Each Person
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\$1,000,000	Each Accident
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Property Damage:

\$500,000	Each Accident
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5.04.B The City of Columbia shall be included on the policy as an additional insured.

SC 6.13 Add the following language at the end of paragraph 6.13.F of the General Conditions:

When working in or around the street right of way, the CONTRACTOR will establish Work zones and post the necessary warning signs and signals in compliance with the Manual on Uniform Traffic Control Devices. The CONTRACTOR will provide reflective signing and barricades for any open excavations or trenches that are not attended for a period of time and will notify the OWNER's representative of the open excavation if it is left unsupervised.

SC 17.07 Add the following paragraph after the end of paragraph 17.06 of the General Conditions:

Work Restrictions: No Work shall be allowed during the following Holiday Periods:

- (1) Good Friday
- (2) Noon the Friday before Labor Day through Labor Day
- (3) July 4th. (If July 4th falls on a Saturday or Sunday, no Work will be allowed that weekend.)
- (4) Memorial Day (If Memorial Day falls on a Saturday or Sunday, no Work will be allowed that weekend.)
- (5) Noon Wednesday before Thanksgiving through Monday following Thanksgiving.
- (6) Christmas Eve and Christmas Day.
- (7) Mule Day Friday and Saturday

END OF SECTION

SECTION 13, PAGE 1



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE ROSE HILL CEMETERY ERECTING A TENNESSEE HISTORIC MARKER ON CITY RIGHT-OF-WAY.

RECOMMENDATION: Approve.

INFORMATION: Rose Hill Cemetery's Board of Trustees is requesting to erect a Tennessee Historical Marker in the City's right-of-way outside the main gate of the cemetery. The marker will not obstruct sight for vehicular traffic. City staff recommends approval of this item.

ROSE HILL Cemetery

September 26, 2023

City of Columbia, Tennessee
Attn: Mr. Tony Massey, City Manager
700 N. Garden Street
Columbia, TN 38401

Dear Mr. Massey:

On behalf of Rose Hill Cemetery, I will be applying for a marker from the Tennessee Historical Commission. The marker will briefly share the history of Rose Hill Cemetery, founded in 1853.

Rose Hill's Board of Trustees would like for this marker to be placed outside the main (south) gate of the cemetery, in a small grassy area owned by the City of Columbia. Please see the picture enclosed. The placement of the marker would be between the stop sign and the sidewalk.

Also enclosed is a portion of the Tennessee Historical Commission application that should be signed by city officials should permission be granted to place the marker where requested. When the documents have been signed, please return them to me as I will need to submit them as part of my application.

Please call me should you have any questions, (931) 626-8368.

Sincerely,



Adam Southern
Rose Hill Cemetery Association, Acting Secretary

2 enclosures



**STATE OF TENNESSEE
TENNESSEE HISTORICAL COMMISSION
HISTORICAL MARKER INSTALLATION AND OCCUPANCY AGREEMENT**

LANDOWNER NAME: _____

HISTORICAL MARKER SITE LOCATION ADDRESS AND GPS COORDINATES:

The undersigned lawful landowner hereby authorizes the Tennessee Historical Commission and its agents, employees and/or contractors to go upon the above-referenced property for the purpose of installing a historical marker provided and authorized by the Tennessee Historical Commission.

Landowner expressly agrees and understands that this permissive occupancy includes the installation of the historical marker on the above referenced property and its on-going, indefinite occupancy of the above referenced property. The historical marker, nor view of the historical marker, may not be removed, altered, or hidden in any way without the prior written permission of the Tennessee Historical Commission.

Landowner agrees to hold the State of Tennessee and its officers, employees, representatives, contractors and/or agents harmless for any loss that landowner may suffer as a result of the installation or removal of the historical marker, or the presence of the historical marker on the property, resulting from any cause, including but not limited to highway construction, or highway maintenance.

IN WITNESS WHERE OF, the parties agree:

LANDOWNER SIGNATURE

DATE

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

TITLE OF HISTORICAL COMMISSION REPRESENTATIVE

SIGNATURE OF HISTORICAL COMMISSION REPRESENTATIVE

DATE

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
RIGHT OF ENTRY FOR INSTALLATION OF TENNESSEE HISTORICAL MARKER

LANDOWNER NAME: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

This Right of Entry is granted by the above-named Landowner to the Tennessee Department of Transportation. The undersigned lawful landowner hereby authorizes the Tennessee Department of Transportation, its agents, employees and/or contractors to go upon the above-referenced property for the purpose of installing a historical marker provided and authorized by the Tennessee Historical Commission.

Landowner expressly agrees and understands that this permissive occupancy includes the installation of the historical monument on an area of the referenced property designated and described on the attached **Exhibit A**, which is incorporated herein. [**Exhibit A must describe the installation method and the area of the sign, including size of area, such as sq. feet with some descriptive reference.**] The Tennessee Department of Transportation will ensure that the installation location does not interfere with any utilities located within the designated location of the historical marker prior to installation. The Tennessee Department of Transportation will notify the landowner five (5) business days prior to installation.

IN WITNESS WHERE OF, the undersigned lawful landowner agrees:

LANDOWNER SIGNATURE

HISTORICAL COMMISSION REPRESENTATIVE SIGNATURE

NAME AND TITLE OF THC REPRESENTATIVE:



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE ADDENDUM NO. 2 WITH NEEL-SCHAFER, INC. FOR PREPARING A GRADING PLAN DESIGN FOR THE ACCESS ROAD AT RIDLEY SPORTS COMPLEX IN THE AMOUNT OF \$11,700 - WARD 4

RECOMMENDATION: Approve.

INFORMATION: The City Council approved an agreement with Neel-Schaffer, Inc (NSI) to provide engineering services for the auxiliary entrance into Ridley Sports Complex in February 2020 to provide conceptual civil engineering design services for the railroad crossing on Patriot Railroad.

The purpose of Addendum No. 2 is for Neel-Schaffer, Inc to provide additional services to generate a roadway grading for the access road to Ridley Sports Complex. Neel-Schaffer will prepare engineering design sheets to allow the City of Columbia to proceed with construction. The additional services for the scope of work would be in the amount of \$11,700.

CERTIFICATION: The Chief Financial Officer certifies that \$11,700 is budgeted and unencumbered in Ridley Park - Park Improvements.

October 3, 2023

Mr. Mackel Reagan
Director, Parks and Recreation
City of Columbia, TN
821 West 9th Street
Columbia, TN 38401

**RE: Addendum #2– Professional Engineering Services
Roadway Grading Plan - Ridley Sports Complex**

Dear Mack:

Per our recent discussions, thank you for contacting us about preparing a grading plan design for the access road at Ridley Park. We have enclosed a scope and fee proposal for your review. This letter agreement serves as an addendum to the original task order.

Per your request, Neel-Schaffer proposes to provide additional services to generate a roadway grading plan for the access road to Ridley Sports Complex. To this end, Neel-Schaffer will prepare engineering design sheets to allow the City of Columbia to proceed with construction. Preparation of the grading plan sheets will follow the scope description included in the attached exhibit. The addendum agreement is presented as follows:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Schedule Estimate

Neel-Schaffer will provide these services on an hourly, not-to-exceed basis. Based on the described scope of services, we estimate a total fee of \$11,700.00. The City of Columbia will be billed monthly for services completed. Additional services will only be negotiated and provided with written notice from you.

Neel-Schaffer, Inc. will provide these engineering services in accordance with the General Terms and Conditions associated with our current effective as-needed professional services agreement. If the terms of this Letter Agreement are acceptable, please have the originals executed and return a copy to us.

Thank you for offering us the continued opportunity to work with you on the project. Please let us know if you should have any questions or comments concerning this proposal.

Sincerely,
NEEL-SCHAFFER, INC.



Sean Mayer, P.E.
Senior Project Manager

Attachments

Accepted:
City of Columbia, Tennessee

BY: _____

Date: _____

Approved as to Form:
City Attorney

BY:  _____

Date: 10/6/23 _____

EXHIBIT A – SCOPE OF SERVICES

Neel-Schaffer, Inc. proposes to provide the City of Columbia with engineering drawings related to the roadway grading of an access road at Ridley Park.

The following outlines the scope tasks included in this addendum task order:

Aerial Mapping:

- Generate Orthomosaic map based on orthorectification. This process include:
 - Using Unmanned Aerial System to capture aerial images covering the project area with perspective
 - Processing the images using Surface from Motion software to match pixels/keypoints
 - Generate an orthomosaic map for the project area based on a Densified Point Cloud

Design:

- Generate horizontal and vertical control for purpose of creating grading plan
- Create roadway layout and grading plan for use by the City of Columbia.
- Coordinate with SiteTech representative for digital file to use in construction equipment by the City's own resources.

Deliverables:

- The final deliverable will consist of a roadway layout sheet and a grading sheet with accompanying notes and detail as determined by the Engineer. Drawings will be submitted in electronic PDF format.
- The grading plan will be provided to SiteTech in a format that can be converted to Trimble Business Suite for use in the grading equipment as .ttx;.dsx;.svl;.svd.

Design Assumptions:

Neel-Schaffer has developed a fee estimate to prepare a roadway grading plan for the approaches to the referenced railroad-street at-grade crossing. The grading plan will use the previously prepared railroad crossing layout and the concept drawing developed under the original task. The scope assumes that the City of Columbia will utilize the plan developed by these services to lead to construction under/lead by city's own resources. The fee depends on the following assumptions:

- Work will be performed under the direction of the City of Columbia through use of their own forces or through means not requiring the Plan set to be put to bid. Neel-Schaffer is not responsible for the preparation of bid documents or specifications.
- The roadway layout will generally include a typical section consisting of 2- 12' lanes and 2' shoulders.
- The scope assumes all necessary coordination with the railroad owner was complete in an earlier phase.
- Additional survey and topographical information will not be required.
- Storm water drainage and conveyance design will not be required.

Exhibit B
Ridley Park RxR Crossing Upgrade - Addendum #2
As Needed Traffic Engineering Services
Columbia, Tennessee

NEEL-SCHAFFER MAN-POWER ESTIMATE BY CLASSIFICATION

Tasks and SubTasks		Engineer Manager	Senior Engineer	Project Engineer
Task Name				
1	Project Management	8		
2	Aerial Mapping	2	8	
3	Coordinate with SiteTech			8
4	Grading Plan		8	16

\$235.00	\$215.00	\$130.00
10	16	24
\$2,350.00	\$3,440.00	\$3,120.00

Printing/Reproductions	\$0.00
Misc. Direct Costs (Mileage)	\$150.00

Total Direct Costs: \$150.00

Total Labor Fee: \$11,550.00

Total Project Budget = \$11,700.00

EXHIBIT B

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

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

RATE SCHEDULE FOR PROFESSIONAL SERVICES		
Employee Classification	Position	Hourly Rate
P-9	Principal	\$260.00
P-8	Senior Engineer Manager / Senior Vice President	\$235.00
P-7	Engineer Manager & Professional IV	\$215.00
P-6	Senior Project Manager & Professional III	\$180.00
P-5	Project Manager & Professional II	\$160.00
P-4	Engineer & Professional I	\$130.00
P-1 thru P-3	Profession Intern	\$105.00
T-5	Certified Engineering Technician/Supervisory Technician	\$110.00
T-3 thru T-4	Technician III-IV/Inspector III	\$100.00
T-1 thru T-2	Technician I-II/Inspector I-II	\$70.00
A-1 thru A-4	Administrative/Clerical	\$65.00
"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner		
"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.		
Neel-Schaffer reserves the right to negotiate a reimbursement rate for employee classifications not listed should the need arise. Hourly rates may be adjusted on an annual basis in accordance with the terms of the agreement.		

Greg Judy,
SeanMayer

Said El Said

Luke Sullivan

Justin Wood

Sam,
Trey Todd

Joe Campbell

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

EXHIBIT B

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

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

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

Lisa K. Cole
Executive Assistant
931-375-1001



Cindy Walls
Administrative Assistant
931-375-1002

Maury County Government

Sheila K. Butt, County Mayor

Room 101
Maury County Courthouse
Columbia, Tennessee 38401

October 4, 2023

Tony Massey,

We are requesting that the City of Columbia waive all fees associated with the expansion of the Archives Building.

Sincerely,

DocuSigned by:

Sheila K. Butt

DC1CB8B5A5254DC...

Maury County Mayor Sheila K. Butt

Maury County Commission Chairman Eric Previti

A handwritten signature in blue ink, appearing to read "Eric Previti", is written over a horizontal line.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lindsay W. Barrier, Sr. Administrative Assistant, lbarrier@columbiatn.com, 931.560.1527

AGENDA ITEM TITLE: RESOLUTION NO. 23-72 – A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN BAKER LANDING SUBDIVISION FOR OWNERSHIP AND MAINTENANCE

RECOMMENDATION: Approve Resolution No. 23-72.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Baker Landing Subdivision for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.

ATTACHMENTS: Resolution No. 23-72, Baker Landing Final Acceptance Request, Baker Landing Final Plat

**A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE
IMPROVEMENTS IN BAKER LANDING SUBDIVISION FOR OWNERSHIP
AND MAINTENANCE**

WHEREAS, The City of Columbia, has been requested to accept the streets and drainage improvements in Baker Landing Subdivision for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said streets and drainage improvements and has determined that said streets and drainage improvements in the Baker Landing Subdivision meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said streets and drainage improvements located in the Baker Landing Subdivision.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of October, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:


C. TIM TISHER - CITY ATTORNEY



Aug 21, 2023

Mr. Glenn Harper, P.E.

City Engineer

700 North Garden St.

Columbia, TN 38401

gharper@columbiatn.com

Re: Baker Landing Final Acceptance

Mr. Harper,

I would like to request final acceptance of Baker Landing subdivision, allowing me to release the letter of credit on this community.

Regards,

A handwritten signature in blue ink, appearing to read "Seth Howell".

Seth Howell

Howell Building Group

(c): 615-427-8424

(e): sethh@howellbuild.com

www.howellbuild.com



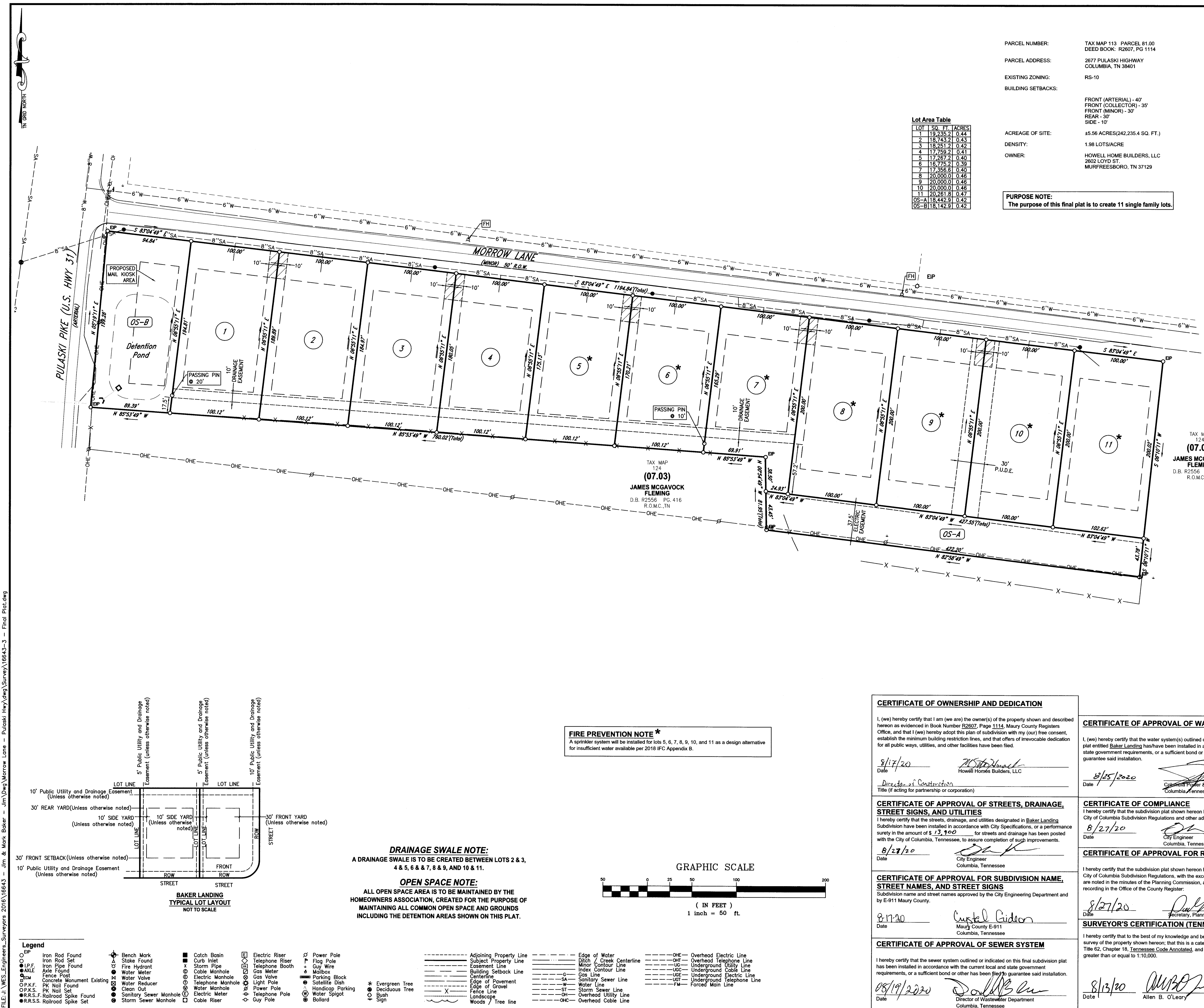
Contact Us: 615-744-9892



2620 Leah Dr, Columbia, TN 38401



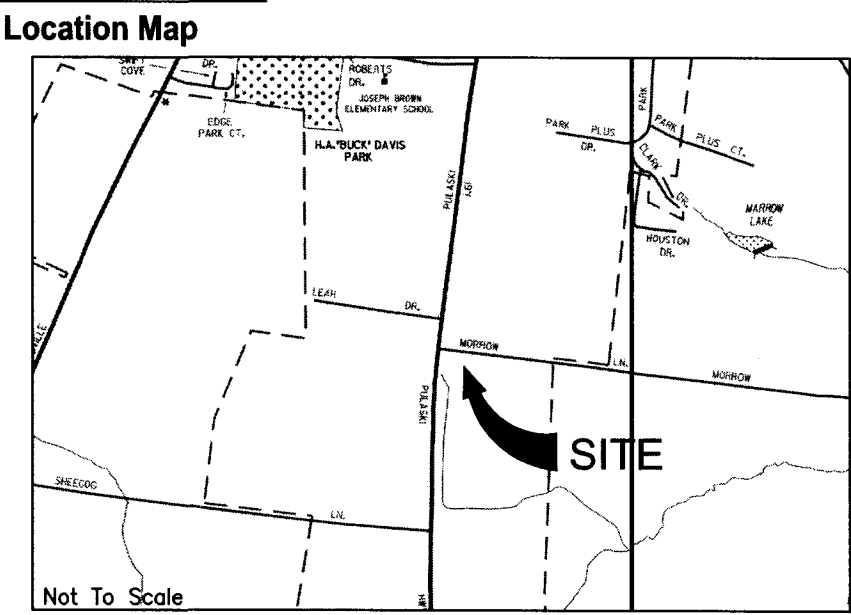
sethh@howellbuild.com



LOT	SQ. FT.	ACRES
1	19,235.2	0.44
2	18,743.2	0.43
3	18,251.2	0.42
4	17,759.2	0.41
5	17,267.2	0.40
6	16,775.2	0.39
7	17,356.6	0.40
8	20,000.0	0.46
9	20,000.0	0.46
10	20,000.0	0.46
11	20,261.8	0.47
OS-A	18,442.9	0.42
OS-B	18,142.9	0.42

PARCEL NUMBER:	TAX MAP 113 PARCEL 81.00 DEED BOOK: R2607, PG 1114
PARCEL ADDRESS:	2677 PULASKI HIGHWAY COLUMBIA, TN 38401
EXISTING ZONING:	RS-10
BUILDING SETBACKS:	
	FRONT (ARTERIAL) - 40' FRONT (COLLECTOR) - 35' FRONT (MINOR) - 30' REAR - 30' SIDE - 10'
ACREAGE OF SITE:	15.56 ACRES(242,235.4 SQ. FT.)
DENSITY:	1.98 LOTS/ACRE
OWNER:	HOWELL HOME BUILDERS, LLC 2602 LOYD ST. MURFREESBORO, TN 37129

PURPOSE NOTE:
The purpose of this final plat is to create 11 single family lots.



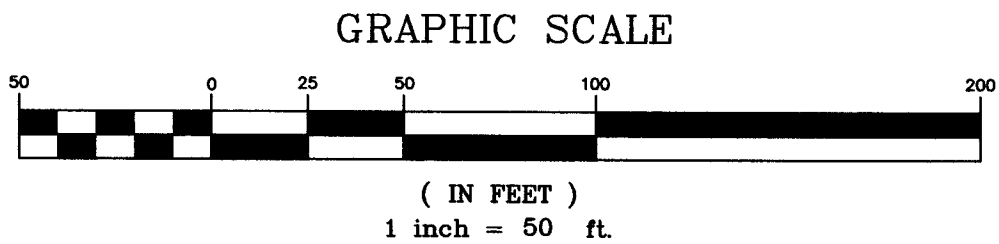
Surveyor's Notes

1. All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure.
2. The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category 1 as per State Surveying Regulations. The Survey was conducted by a Licensed Land Surveyor for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
3. Information concerning site utility services and appearances shown hereon is based on visible evidence noted during the survey. Information provided by utility representatives or information shown on original construction plans by other information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, and any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
4. Information concerning major utilities or appearances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existence, site location, depth and availability of service should be confirmed by local utility agencies.
5. The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, and other nuisances, shall be governed by the City of Columbia's Zoning Regulation as interpreted and regulated by the Department of Planning and Codes.
6. The area of the parcels as shown hereon is ±5.56 Acres.
7. This property currently identified as Tax Map No. 113 Parcel No. 81.00, Maury County. For designation shown () indicates Parcel Numbers for said map.
8. Plat reference: n/a
9. Deed reference: Book R2607 Page 1114
10. Bearings based on: Tennessee State Plane, Fipzone 4100.
11. This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
12. This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
13. This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
14. The certification as provided on this survey, is purely a statement of facts and is based on the information and data, information and belief, based on existing field evidence and documentary evidence provided by others.
15. The certification is not an expressed or implied warranty or guarantee.
16. This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 4711901285E, dated April 15, 2007, and shown hereon graphically.
17. All public utility and drainage easements located on proposed lots to be maintained by the individual property owner for said lot.
18. All property corners are 1" rebar with cap reading "WES 1987" unless otherwise noted.
19. All Open Space Areas is a Public Utility and Drainage Easements.
20. Shared driveway locations are represented by 

FIRE PREVENTION NOTE *
A sprinkler system will be installed for lots 5, 6, 7, 8, 9, 10, and 11 as a design alternative for insufficient water available per 2018 IFC Appendix B.

DRAINAGE SWALE NOTE:
A DRAINAGE SWALE IS TO BE CREATED BETWEEN LOTS 2 & 3,
4 & 5, 6 & 7, 8 & 9, AND 10 & 11.

OPEN SPACE NOTE:
ALL OPEN SPACE AREA IS TO BE MAINTAINED BY THE
HOMEOWNERS ASSOCIATION, CREATED FOR THE PURPOSE OF
MAINTAINING ALL COMMON OPEN SPACE AND GROUNDS
INCLUDING THE DETENTION AREAS SHOWN ON THIS PLAT.



CERTIFICATE OF OWNERSHIP AND DEDICATION

Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

8/17/20
Date

M. S. Howell
Howell Homes Builders, LLC

Director of Construction
Title (if acting for partnership or corporation)

**CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE,
STREET SIGNS, AND UTILITIES**

Subdivision has been installed in accordance with City Specifications, or a performance surety in the amount of \$ 13,900 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

8/27/20
Date


City Engineer
Columbia, Tennessee

**CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME,
STREET NAMES, AND STREET SIGNS**
Subdivision name and street names approved by the City Engineering Department on _____, 20____.

8-17-20 Crystal Gideon

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I hereby certify that the sewer system outlined or indicated on this final subdivision plan has been installed in accordance with the current local and state government requirements, or a sufficient bond or other has been filed to guarantee said installation.

08/19/2020
Date


Director of Wastewater Department
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF WATER SYSTEM

I, (we) hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled Baker Landing has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date 8/25/2020

CERTIFICATE OF COMPLIANCE
I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations and other adopted ordinances and policies.

8/27/20
Date


City Engineer
Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register:

8/27/20
Date

[Signature]
Secretary, Planning Commission

SURVEYOR'S CERTIFICATION (TENNESSEE)

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a category "I" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

Ans 222

Date 8/13/20 Allen B. O'Leary TN RLS #1987
Number

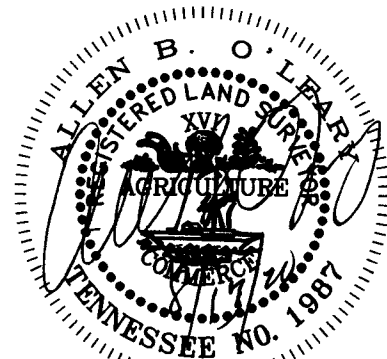
08/31/2020 - 08:45 AM
20015192

1 PGS:AL-PLAT	
JANE BATCH: 234189	

PLAT BOOK: P22
PAGE: 237

REC FEE	15.00
DP FEE	2.00
TOTAL	17.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS



1 of 1	Job no.	16643-3	Drawn: EB	REVISIONS	DATE	FINAL PLAT BAKER LANDING COLUMBIA, TN 38401	Client HOWELL HOME BUILDERS, LLC 2802 LOYD ST. MURFREESBORO, TN 37729	 WESA ENGINEERS & SURVEYORS CIVIL ENGINEERS & LAND SURVEYORS 2486 NASHVILLE HIGHWAY COLUMBIA, TN 38401 PHONE (931) 386-2329 www.wesaind.com
	Scale:		Checked: AQ	TECHNICAL MEETING COMMENTS	06-29-2020			
	Vertical:		Approved: AQ	TECHNICAL MEETING COMMENTS	07-31-2020			
	Horizontal:	T=50'	Date: 06-15-2020					



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lindsay W. Barrier, Sr. Administrative Assistant, lbarrier@columbiatn.com, 931.560.1527

AGENDA ITEM TITLE: RESOLUTION NO. 23-75 – A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN TAYLOR LANDING SUBDIVISION, PHASE 1A, FOR OWNERSHIP AND MAINTENANCE

RECOMMENDATION: Approve Resolution No. 23-75.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Taylor Landing Subdivision, Phase 1A, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.

ATTACHMENTS: Resolution No. 23-75, Taylor Landing, Phase 1A Final Acceptance Request, Taylor Landing, Phase 1A Final Plat

**A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE
IMPROVEMENTS IN TAYLOR LANDING SUBDIVISION, PHASE 1A, FOR
OWNERSHIP AND MAINTENANCE**

WHEREAS, The City of Columbia, has been requested to accept the streets and drainage improvements in Taylor Landing Subdivision, Phase 1A, for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said streets and drainage improvements and has determined that said streets and drainage improvements in the Taylor Landing Subdivision, Phase 1A, 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 streets and drainage improvements located in the Taylor Landing Subdivision, Phase 1A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of October, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY



2555 Meridian Blvd, Suite 100
Franklin, TN 37067
Office: 855.588.6374

August 29, 2023

Glenn Harper

RE: Final Acceptance of Taylor Landing Phase 1A

Dear Mr. Glenn Harper:

Meritage Homes would like to request final acceptance of Taylor Landing Phase 1A as our maintenance period is ending on September 30, 2023.

At this time, Meritage would like to request release of our Letter of Credit (LOC No. 55109172).

Please feel free to reach out if you have any question.

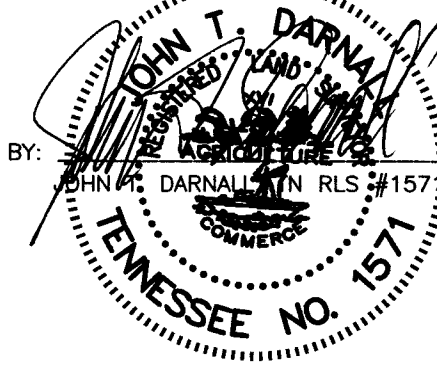
Sincerely,

Chelsee Campbell

Chelsee Campbell
Land Development Coordinator

GENERAL NOTES

1. THE PURPOSE OF THIS PLAT IS TO CREATE 9 SINGLE FAMILY LOTS, 1 MULTI-FAMILY LOT, AND 1 OPEN SPACE TRACT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983. GPS EQUIPMENT WAS USED TO DETERMINE THE POSITION OF TWO (2) CONTROL POINTS THE SURVEYED PROPERTY TO ESTABLISH AS BASIS FOR BEARING FOR THE SURVEY. TYPE OF EQUIPMENT USED: TRIMBLE MODEL R10, DUAL FREQUENCY RECEIVER. THE TYPE OF SURVEY: NETWORK ADJUSTED REAL TIME KINEMATIC.
3. THIS PROPERTY IS CURRENTLY ZONED MU-PUD - (MIXED USE - PLANNED UNIT DEVELOPMENT).
4. BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X" (OTHER AREAS), AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 4719C0170E, WITH AN EFFECTIVE DATE OF APRIL 16, 2007, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT; COMMUNITY NO. 472423 & 470123, PANEL NO. 170, SUFFIX E, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "X" (OTHER AREAS) AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
5. ALL OPEN SPACES ARE ALSO TO BE PUBLIC UTILITY AND DRAINAGE EASEMENTS.
6. ALL SIDEWALKS OUTSIDE THE RIGHT-OF-WAY SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
7. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE CITY OF COLUMBIA, MAURY COUNTY, TN. ALL MATTERS PERTAINING TO CONSTRUCTION, USE, LOCATION OF IMPROVEMENTS, SIGNAGE, PARKING, NOISE, VIBRATION, EMISSIONS, FIRE HAZARDS, RADIATION, ILLUMINATION, SETBACK PROVISIONS, ETC., ARE SUBJECT TO THE CITY OF COLUMBIA'S ZONING REGULATIONS AS INTERPRETED AND REGULATED BY THE DEPARTMENT OF DEVELOPMENT SERVICES.
8. THE RECORDING OF THIS PLAT WILL VOID, VACATE, AND SUPERSEDE THE AFFECTED PART OF THE PLAN ENTITLED "WATERS EDGE AT TAYLOR BEND" OF RECORD IN PLAT BOOK P17, PAGE 319, R.O.M.C.T., THE AFFECTED PART OF THE PLAN ENTITLED "PLATTING OF ROADS OF RIVERPLACE AT NORTHWAY" OF RECORD IN PLAT BOOK 10, PAGE 494, R.O.M.C.T., THE AFFECTED PART OF THE PLAN ENTITLED "SEWER EASEMENT SURVEY OF RIVERPLACE AT NORTHWAY" OF RECORD IN PLAT BOOK 10, PAGE 445, R.O.M.C.T., AND THE AFFECTED PART OF THE PLAN ENTITLED "CHARLES W. TAYLOR IRREVOCABLE TRUST PROPERTY" OF RECORD IN PLAT BOOK 10, PAGE 252, R.O.M.C.T.
9. A PUBLIC UTILITY AND DRAINAGE EASEMENT OF 5' ON ALL INTERIOR LOT LINES AND 10' ON ALL FRONT, REAR, AND ADJACENT TO STREETS SHALL BE MADE PART OF THIS PLAT.
10. I HEREBY STATE THAT THIS SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE AND THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:36,885.



DATE: 10-29-19

1 PGS./AL-PLAT	15.00
JANE BATCH: 221264	
PLAT BOOK: P22	
PAGE: 91	
REC FEE	15.00
DP FEE	2.00
TOTAL	17.00
STATE OF TENNESSEE, MAURY COUNTY	
JOHN FLEMING	
REGISTER OF DEEDS	

SITE DATA TABLE

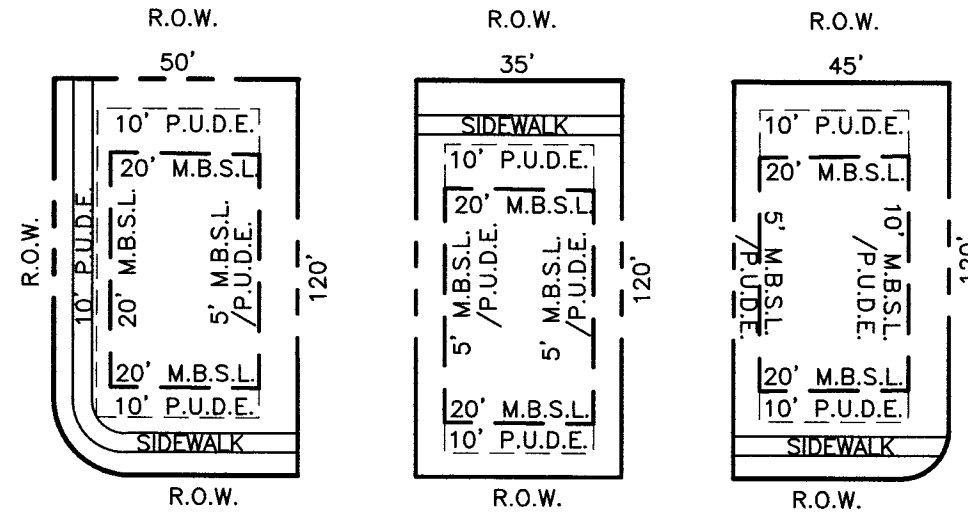
TOTAL LOT AREA - 2.83 AC.±
TOTAL OPEN SPACE AREA - 0.14 AC.±
TOTAL R.O.W. AREA - 0.71 AC.±
TOTAL SITE AREA - 3.68 AC.±
TOTAL LINEAR FEET OF ALLEYS - 491 FT.±
TOTAL LINEAR FEET OF NEW ROADS - 330 FT.±
TOTAL LINEAR FEET OF ROADS - 821 FT.±

LEGEND

- CONCRETE MONUMENT (NEW) (4" DIAMETER ALUMINUM DISC W/ 1/2" IRON ROD MARKED "RAGAN-SMITH ASSOCIATES")
- IRON ROD (OLD)
- IRON ROD (NEW) (1/2" x 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")
- CATCH BASIN/CURB INLET
- SANITARY SEWER MANHOLE
- ELECTRIC BOX
- FIRE HYDRANT
- WATER VALVE
- UTILITY POLE W/ ANCHOR
- UTILITY POLE W/ LIGHT
- OVERHEAD POWER AND TELEPHONE LINES
- SANITARY SEWER LINE
- GAS LINE
- WATER LINE
- REINFORCED CONCRETE PIPE
- MINIMUM BUILDING SETBACK LINE
- P.U.D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- CONCRETE SURFACE
- LOT NUMBER
- R.O.M.C.T. REGISTER'S OFFICE FOR MAURY COUNTY, TN

PROPERTY MAP REFERENCE

BEING A PORTION OF PARCEL NUMBERS 6.01 AND 7.15 AS SHOWN ON MAURY COUNTY PROPERTY MAP NUMBER 90.

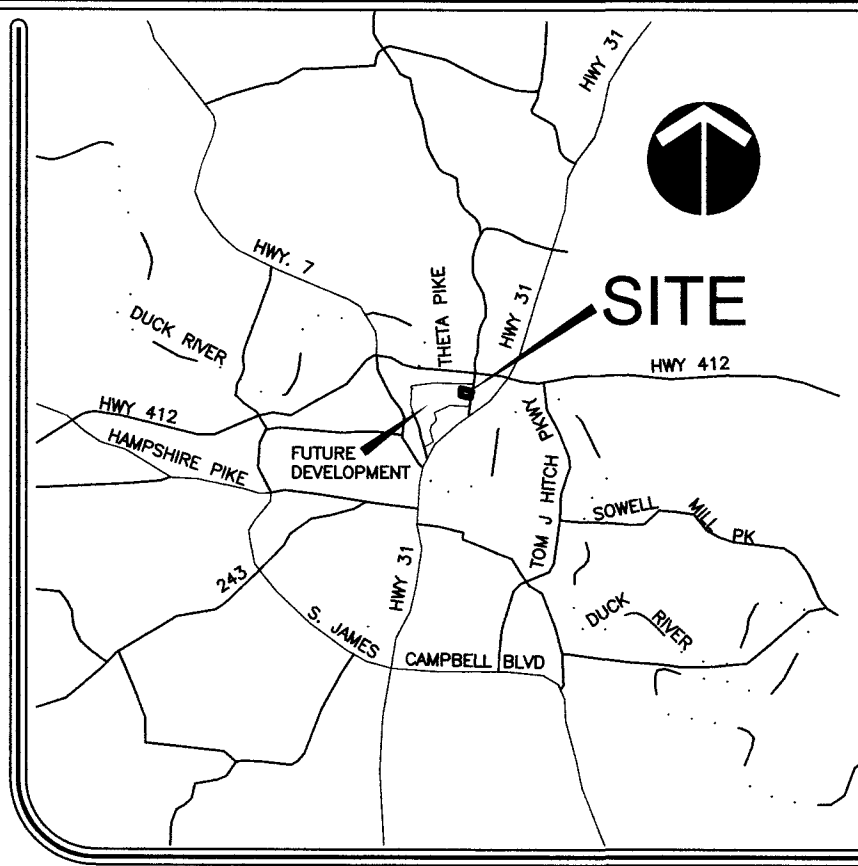
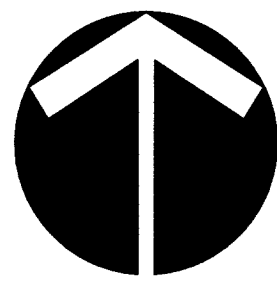
TYPICAL LOT DETAIL
TAYLOR BEND LOTS
(NTS)

DEED REFERENCE

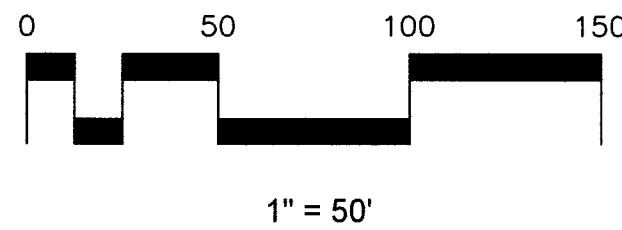
BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE, INC. FROM PATRICIA LEE TAYLOR CLAYBORNE, TRUSTEE OF THE CHARLES W. TAYLOR IRREVOCABLE TRUST, PATRICIA LEE TAYLOR CLAYBORNE AND DAVID CHARLES TAYLOR, GLENDA KAYE TAYLOR MARSHALL AND JULIE ANN TAYLOR THOMPSON BY WARRANTY DEED OF RECORD IN DEED BOOK R2556, PAGE 1187, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE.

LOT	SQ. FT.±	ACRES±
1	4,236	0.10
2	4,229	0.10
3	4,661	0.11
4	4,616	0.11
5	4,210	0.10
6	4,211	0.10
7	4,215	0.10
8	4,249	0.10
9	4,898	0.11
102-A	83,930	1.93

OPEN SPACE	SQ. FT.±	ACRES±
5	5,909	0.14

LOCATION MAP
NTS

(SEE NOTE 2)



1" = 50'

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C1	1024.20'	59.98'	3°21'19"	30.00	59.97'	S75°33'39"E
C2	2502.88'	100.07'	2°17'27"	50.04	100.06'	S75°04'59"E
C3	50.61'	78.93'	89°21'35"	50.05	71.17'	S31°32'55"E
C4	25.00'	35.48'	81°15'38"	21.45	32.56'	N35°40'25"W
C5	25.00'	39.01'	89°24'19"	24.74	35.17'	N58°49'57"E
C6	25.00'	39.87'	91°22'05"	25.60	35.77'	N31°33'15"W
C7	1024.20'	23.74'	1°19'40"	11.87	23.74'	S76°34'28"E
C8	1024.20'	25.02'	1°23'59"	12.51	25.02'	S75°12'38"E
C9	1024.20'	11.22'	0°37'40"	5.61	11.22'	S74°11'49"E
C10	2502.88'	15.26'	0°20'58"	7.63	15.26'	S74°06'45"E
C11	2502.88'	35.01'	0°48'05"	17.50	35.01'	S74°41'16"E
C12	2502.88'	35.10'	0°48'13"	17.55	35.10'	S75°29'25"E
C13	2502.88'	14.70'	0°20'11"	7.35	14.70'	S76°03'37"E
C14	25.00'	39.43'	90°21'30"	25.16	35.47'	S31°02'58"E
C15	25.00'	39.27'	90°00'00"	25.00	35.36'	S59°07'47"W
C16	25.00'	39.27'	90°00'00"	25.00	35.36'	N30°52'13"W
C17	25.00'	39.25'	89°57'35"	24.98	35.34'	N59°08'35"E
C18	25.00'	39.27'	90°00'00"	25.00	35.36'	N30°52'13"W
C19	25.00'	39.11'	89°38'30"	24.84	35.24'	N58°57'02"E
C20	50.61'	4.70'	5°19'22"	2.35	4.70'	S73°34'02"E
C21	50.61'	74.23'	84°02'13"	45.60	67.75'	S28°53'15"E
C22	25.00'	43.27'	99°10'23"	29.36	38.07'	N54°32'36"E

LINE	BEARING	DISTANCE
L1	S73°53'04"E	48.48'
L2	N07°16'52"E	24.15'
L3	N75°52'13"W	85.86'

Know what's below.
Call before you dig.

UTILITY NOTE

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE. PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.

CERTIFICATE OF OWNERSHIP & DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN BOOK R2556, PAGE 1183, AND BOOK R2556, PAGE 1187, MAURY COUNTY REGISTER'S OFFICE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINE, AND THAT OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC STREETS, UTILITIES AND OTHER FACILITIES HAVE BEEN FILED AS REQUIRED BY THESE REGULATIONS.

DATE: 11/19/2019 OWNER: [Signature]

TITLE: [Signature]

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY OF THE PROPERTY SHOWN HEREON, THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:36,885 AS SHOWN HEREON.

RAGAN - SMITH - ASSOCIATES, INC.

DATE: 10-29-19 JOHN T. DARNALL, RLS NO. 1571

CERTIFICATE OF APPROVAL OF
WATER SYSTEM

I HEREBY CERTIFY THAT THE WATER SYSTEM(S) OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "TAYLOR LANDING, PHASE 1A" HAS/HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT FUND OR OTHER SURVEY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE: 11/11/2019 SUPERINTENDENT, COLUMBIA WATER SYSTEM

CERTIFICATION APPROVAL OF STREETS,
DRAINAGE, AND UTILITIES

I HEREBY CERTIFY THAT THE STREETS, DRAINAGE, AND UTILITIES DESIGNATED IN "TAYLOR LANDING, PHASE 1A" SUBDIVISION HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR A PERFORMANCE BOND IN THE AMOUNT DESIGNATED FOR STREETS AND DRAINAGE HAS BEEN POSTED WITH THE CITY OF COLUMBIA, TENNESSEE, TO ASSURE COMPLETION OF SUCH IMPROVEMENTS.

DATE: 11/18/19 CITY ENGINEER, COLUMBIA, TENNESSEE

CERTIFICATE OF APPROVAL FOR SEWER SYSTEM

I HEREBY CERTIFY THAT THE SEWER SYSTEM OUTLINED OR INDICATED ON THIS FINAL SUBDIVISION PLAT HAS BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT FUND OR OTHER SURVEY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE: 11/5/19 SUPERINTENDENT, COLUMBIA WASTEWATER SYSTEM

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE COLUMBIA SUBDIVISION REGULATIONS WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

DATE: 11/18/19 SECRETARY OF PLANNING COMMISSION, COLUMBIA, TENNESSEE

CERTIFICATE OF APPROVAL OF
SUBDIVISION NAME AND STREET NAMES

SUBDIVISION NAME AND STREET NAMES APPROVED BY THE MAURY COUNTY E-911.

DATE: 11-5-19 Crystal Gudon, MAURY COUNTY E-911

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE COLUMBIA SUBDIVISION REGULATIONS AND OTHER ADOPTED ORDINANCES AND POLICIES.

DATE: 11/18/19 CITY ENGINEER, COLUMBIA, TENNESSEE

FINAL PLAT

TAYLOR LANDING
PHASE 1A

LOTS 1-9, 102-A, AND OPEN SPACE 5

9TH CIVIL DISTRICT OF MAURY COUNTY,
CITY OF COLUMBIA, TENNESSEE

DRAWN BY: C. KILGORE

REVISED: SEPTEMBER 27, 2019
DATE: SEPTEMBER 16, 2019 SCALE: 1"=50'
JOB NO. 18097 W.O. 1210

OWNER/DEVELOPER

MERITAGE HOMES OF TENNESSEE, INC.
C/O BRIAN KENNEDY
5217 MARYLAND WAY, SUITE 222
BRENTWOOD, TENNESSEE 37027
(615) 992-2002
brian.kennedy@meritagehomes.com

RAGAN • SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS

315 WOODLAND ST. P.O. BOX 60070 NASHVILLE, TN 37206
(615) 244-8591 FAX (615) 244-6739 tdarnall@ragansmith.com
CONTACT: TOM DARNALL, RLS

SHEET 1 OF 1

TOTAL AREA = 160,404 SQUARE FEET OR 3.68 ACRES±



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lindsay W. Barrier, Sr. Administrative Assistant, lbarrier@columbiatn.com, 931.560.1527

AGENDA ITEM TITLE: RESOLUTION NO. 23-76 – A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN TAYLOR LANDING SUBDIVISION, PHASE 1B, FOR OWNERSHIP AND MAINTENANCE

RECOMMENDATION: Approve Resolution No. 23-76.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Taylor Landing Subdivision, Phase 1B, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.

ATTACHMENTS: Resolution No. 23-76, Taylor Landing, Phase 1B Final Acceptance Request, Taylor Landing, Phase 1B Final Plat

**A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE
IMPROVEMENTS IN TAYLOR LANDING SUBDIVISION, PHASE 1B, FOR
OWNERSHIP AND MAINTENANCE**

WHEREAS, The City of Columbia, has been requested to accept the streets and drainage improvements in Taylor Landing Subdivision, Phase 1B, for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said streets and drainage improvements and has determined that said streets and drainage improvements in the Taylor Landing Subdivision, Phase 1B, 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 streets and drainage improvements located in the Taylor Landing Subdivision, Phase 1B.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of October, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY



2555 Meridian Blvd, Suite 100
Franklin, TN 37067
Office: 855.588.6374

August 29, 2023

Glenn Harper

RE: Final Acceptance of Taylor Landing Phase 1B

Dear Mr. Glenn Harper:

Meritage Homes would like to request final acceptance of Taylor Landing Phase 1B as our maintenance period is ending on November 30, 2023.

At this time, Meritage would like to request release of our Letter of Credit (LOC No. 55109307).

Please feel free to reach out if you have any question.

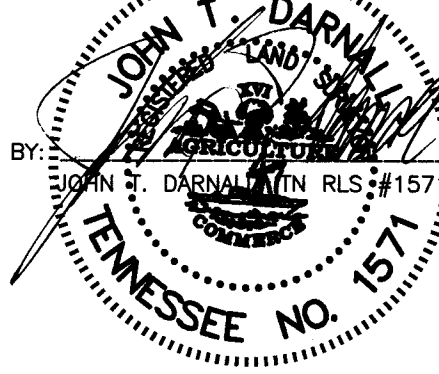
Sincerely,

Chelsee Campbell

Chelsee Campbell
Land Development Coordinator

GENERAL NOTES

- THE PURPOSE OF THIS PLAT IS TO CREATE 12 SINGLE FAMILY LOTS, 1 MULTI-FAMILY LOT, AND 1 OPEN SPACE TRACT.
- BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983. GPS EQUIPMENT WAS USED TO DETERMINE THE POSITION OF TWO (2) CONTROL POINTS. THE SURVEYED PROPERTY TO ESTABLISH AS BASIS FOR BEARING FOR THE SURVEY. TYPE OF EQUIPMENT USED: TRIMBLE MODEL R10, DUAL FREQUENCY RECEIVER. THE TYPE OF SURVEY: NETWORK ADJUSTED REAL TIME KINEMATIC.
- THIS PROPERTY IS CURRENTLY ZONED MU-PUD - (MIXED USE - PLANNED UNIT DEVELOPMENT).
- BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X" (OTHER AREAS), AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47110C170E, WITH AN EFFECTIVE DATE OF APRIL 18, 2007, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT; COMMUNITY NO. 475423 & 470123, PANEL NO. 170, SUFFIX E, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "X" (OTHER AREAS) AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- ALL OPEN SPACES ARE ALSO TO BE PUBLIC UTILITY AND DRAINAGE EASEMENTS.
- ALL SIDEWALKS OUTSIDE THE RIGHT-OF-WAY SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- THE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE CITY OF COLUMBIA, MAURY COUNTY, TN. ALL MATTERS PERTAINING TO CONSTRUCTION, USE, LOCATION OF IMPROVEMENTS, SIGNAGE, PARKING, NOISE, VIBRATION, EMISSIONS, FIRE HAZARDS, RADIATION, ILLUMINATION, SETBACK PROVISIONS, ETC., ARE SUBJECT TO THE CITY OF COLUMBIA'S ZONING REGULATIONS AS INTERPRETED AND REGULATED BY THE DEPARTMENT OF DEVELOPMENT SERVICES.
- THE RECORDING OF THIS PLAT WILL VOID, VACATE, AND SUPERSEDE THE AFFECTED PART OF THE PLAN ENTITLED "WATERS EDGE AT TAYLOR BEND" OF RECORD IN PLAT BOOK P17, PAGE 319, R.O.M.C.T., THE AFFECTED PART OF THE PLAN ENTITLED "PLATTING OF ROADS OF RIVERPLACE AT NORTHWAY" OF RECORD IN PLAT BOOK 10, PAGE 494, R.O.M.C.T., THE AFFECTED PART OF THE PLAN ENTITLED "SEWER EASEMENT SURVEY OF RIVERPLACE AT NORTHWAY" OF RECORD IN PLAT BOOK 10, PAGE 445, R.O.M.C.T., AND THE AFFECTED PART OF THE PLAN ENTITLED "CHARLES W. TAYLOR IRREVOCABLE TRUST PROPERTY" OF RECORD IN PLAT BOOK 10, PAGE 252, R.O.M.C.T.
- A PUBLIC UTILITY AND DRAINAGE EASEMENT OF 5' ON ALL INTERIOR LOT LINES AND 10' ON ALL FRONT, REAR, AND ADJACENT TO STREETS SHALL BE MADE PART OF THIS PLAT.
- I HEREBY STATE THAT THIS SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE AND THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:36,885.



DATE: 12-27-19

01/13/2020 - 09:25 AM
20000621
1 POSAL PLAT
JANE BATCH: 223890
PLAT BOOK: P22
PAGE: 116
REC FEE 16.00
DP FEE 2.00
TOTAL 17.00
STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C1	32.65'	48.53'	85°09'45"	30.00'	44.18'	S85°43'25"W
C2	1596.14'	92.97'	3°20'15"	46.50'	92.96'	N83°21'50"W
C3	245.29'	45.57'	10°38'40"	22.85'	45.50'	S89°38'41"W
C4	25.00'	34.63'	79°21'57"	20.74'	31.93'	N44°38'23"E
C5	25.00'	39.27'	90°00'00"	25.00'	35.36'	N40°02'36"W
C6	25.00'	39.27'	90°00'00"	25.00'	35.36'	N49°57'24"E
C7	936.00'	222.45'	1°33'01"	111.75'	221.93'	N83°06'45"W
C8	1104.75'	244.55'	12°41'00"	122.78'	244.06'	S83°34'49"E
C9	25.00'	39.27'	91°22'05"	25.00'	35.36'	S31°33'15"E
C10	25.00'	39.01'	89°24'19"	24.74'	35.17'	S58°49'57"W
C11	1596.14'	43.67'	1°34'04"	21.84'	43.67'	N82°28'45"W
C12	1596.14'	49.30'	1°46'11"	24.65'	49.30'	N84°08'52"W
C13	25.00'	38.49'	88°13'11"	24.24'	34.80'	N39°09'11"W
C14	25.00'	39.27'	90°00'00"	25.00'	35.36'	N49°57'24"E
C15	30.00'	47.12'	90°00'00"	30.00'	42.43'	S40°02'36"E
C16	30.00'	47.12'	90°00'00"	30.00'	42.43'	S49°57'24"W
C17	25.00'	39.27'	90°00'00"	25.00'	35.36'	N40°02'36"W

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C18	960.00'	225.46'	1°37'22"	113.25'	224.94'	N83°11'35"W
C19	960.00'	12.88'	0°46'07"	6.44'	12.88'	N76°50'57"W
C20	960.00'	34.39'	2°03'08"	17.19'	34.38'	N78°15'35"W
C21	960.00'	34.39'	2°03'08"	17.19'	34.38'	N80°18'43"W
C22	960.00'	34.39'	2°03'08"	17.19'	34.38'	N82°21'51"W
C23	960.00'	34.39'	2°03'08"	17.19'	34.38'	N84°24'59"W
C24	960.00'	34.39'	2°03'08"	17.19'	34.38'	N86°28'07"W
C25	960.00'	34.25'	2°02'40"	17.13'	34.25'	N88°31'01"W
C26	960.00'	6.40'	0°22'54"	3.20'	6.40'	N89°43'48"W
C27	1054.75'	233.49'	12°41'00"	117.22'	233.01'	S83°34'49"E
C28	1054.75'	35.74'	1°56'28"	17.87'	35.73'	S88°57'05"E
C29	1054.75'	38.70'	2°06'08"	19.35'	38.70'	S86°55'47"E
C30	1054.75'	38.71'	2°06'10"	19.36'	38.71'	S84°49'38"E
C31	1054.75'	38.72'	2°06'11"	19.36'	38.72'	S82°43'28"E
C32	1054.75'	38.73'	2°06'13"	19.36'	38.72'	S80°37'15"E
C33	1054.75'	38.73'	2°06'14"	19.37'	38.73'	S78°31'02"E
C34	1054.75'	4.17'	0°13'35"	2.09'	4.17'	S77°21'07"E

LINE	BEARING	DISTANCE
L1	S77°14'18"E	10.74'

LEGEND

- CONCRETE MONUMENT (NEW) (4" DIAMETER ALUMINUM DISC W/ 1/2" IRON ROD MARKED "RAGAN-SMITH ASSOCIATES")
- IRON ROD (NEW) (1/2" x 18" W/CAP STAMPED "RAGAN-SMITH & ASSOCIATES")
- IRON ROD (OLD)
- CATCH BASIN/CURB INLET
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- UTILITY POLE W/ ANCHOR
- UTILITY POLE W/ LIGHT
- P&T- OVERHEAD POWER AND TELEPHONE LINES
- SA- SANITARY SEWER LINE
- G- GAS LINE
- W- WATER LINE
- RCP- REINFORCED CONCRETE PIPE
- M.B.S.L. MINIMUM BUILDING SETBACK LINE
- P.U.D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- CONCRETE SURFACE
- LOT NUMBER
- R.O.M.C.T. REGISTER'S OFFICE FOR MAURY COUNTY, TN

PROPERTY MAP REFERENCE

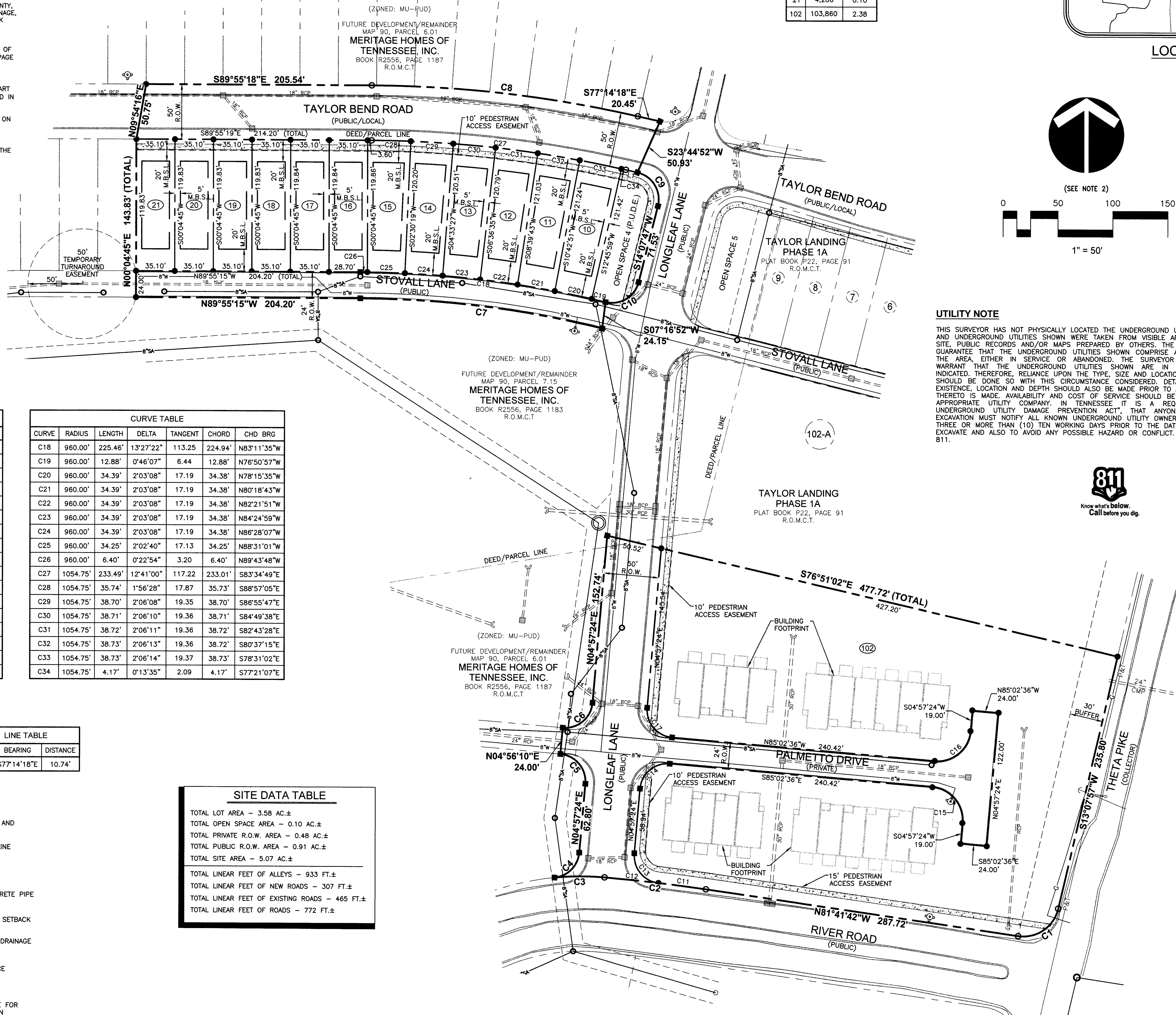
BEING A PORTION OF PARCEL NUMBERS 6.01 AND 7.15 AS SHOWN ON MAURY COUNTY PROPERTY MAP NUMBER 90.

DEED REFERENCE (PARCEL 6.01)

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE, INC. FROM PATRICIA LEE TAYLOR CLAYBORNE, TRUSTEE OF THE CHARLES W. TAYLOR IRREVOCABLE TRUST, PATRICIA LEE TAYLOR CLAYBORNE AND DAVID CHARLES TAYLOR, GLENDA KAYE TAYLOR MARSHALL AND JULIE ANN TAYLOR THOMPSON BY WARRANTY DEED OF RECORD IN DEED BOOK R2556, PAGE 1187, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE.

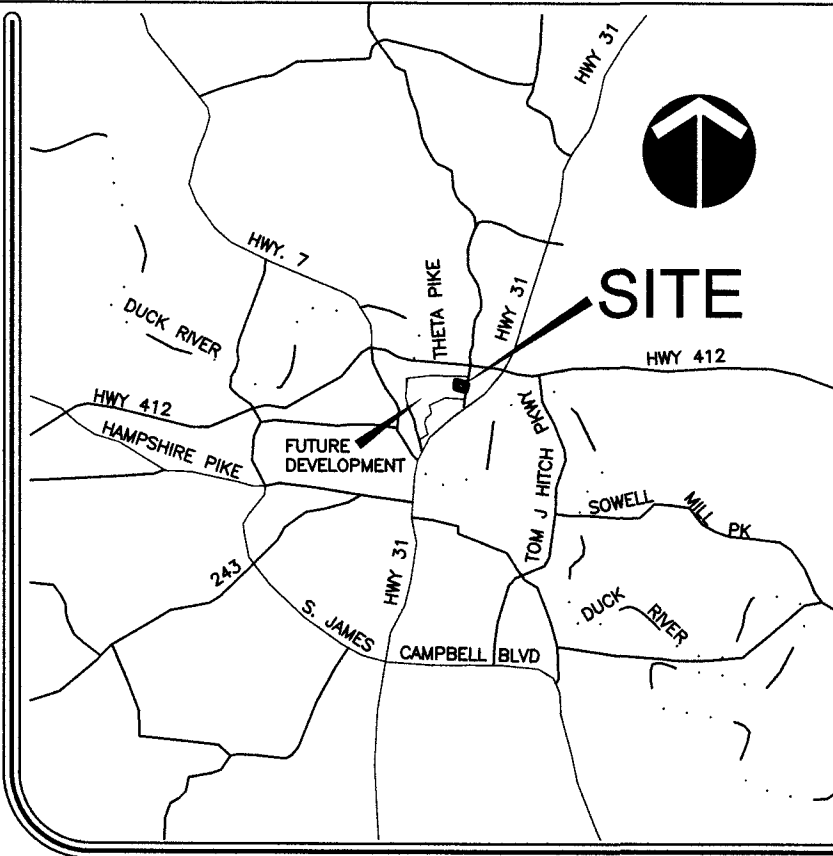
DEED REFERENCE (PARCEL 7.15)

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE, INC. FROM TAYLOR BEND PROPERTIES, LLC. BY WARRANTY DEED OF RECORD IN DEED BOOK R2556, PAGE 1183, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE.

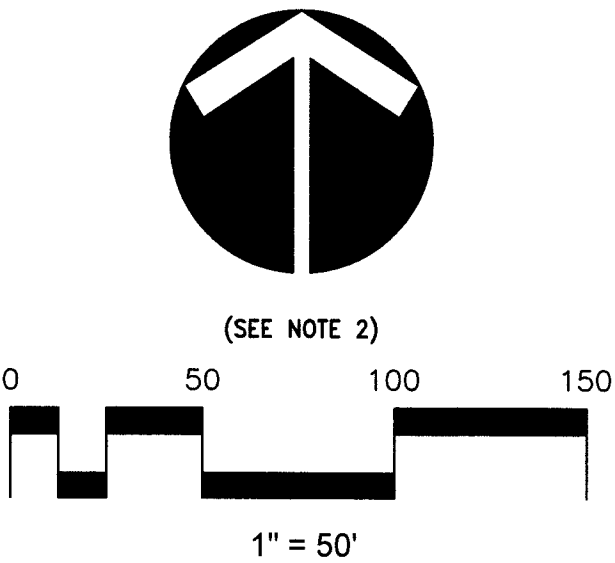


LOT	SQ. FT.±	ACRES±
10	4,436	0.10
11	4,428	0.10
12	4,420	0.10
13	4,409	0.10
14	4,398	0.10
15	4,417	0.10
16	4,206	0.10
17	4,206	0.10
18	4,206	0.10
19	4,206	0.10
20	4,206	0.10
21	4,206	0.10
102	103,860	2.38

OPEN SPACE	SQ. FT.±	ACRES±
4	4,478	0.10



LOCATION MAP
NTS



UTILITY NOTE

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.



CERTIFICATE OF OWNERSHIP & DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN BOOK R2556, PAGE 1183, AND BOOK R2556, PAGE 1187, MAURY COUNTY REGISTER'S OFFICE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINE, AND THAT OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC STREETS, UTILITIES AND OTHER FACILITIES HAVE BEEN AS REQUIRED BY THESE REGULATIONS.

DATE: 12/27/19
OWNER: [Signature]
TITLE: PRESIDENT

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY OF THE PROPERTY SHOWN HEREON, THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:36,885 AS SHOWN HEREON.

RAGAN - SMITH - ASSOCIATES, INC.

DATE: 12-27-19
JOHN T. DARNALL, RES. NO. 1571

CERTIFICATE OF APPROVAL OF WATER SYSTEM

I HEREBY CERTIFY THAT THE WATER SYSTEM(S) OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "TAYLOR LANDING, PHASE 1B" HAS/HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE ENGINEERING REQUIREMENTS, AND SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE: 1/8/2020
SUPERINTENDENT, COLUMBIA WATER SYSTEM

CERTIFICATION APPROVAL OF STREETS, DRAINAGE, AND UTILITIES

I HEREBY CERTIFY THAT THE STREETS, DRAINAGE, AND UTILITIES DESIGNATED IN "TAYLOR LANDING, PHASE 1B" SUBDIVISION HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR A PERFORMANCE BOND IN THE AMOUNT DEEMED NECESSARY FOR STREETS AND DRAINAGE HAS BEEN POSTED WITH THE CITY OF COLUMBIA, TENNESSEE, TO ASSURE COMPLETION OF SUCH IMPROVEMENTS.

DATE: 1/10/20
CITY ENGINEER, COLUMBIA, TENNESSEE

CERTIFICATE OF APPROVAL FOR SEWER SYSTEM

I HEREBY CERTIFY THAT THE SEWER SYSTEM OUTLINED OR INDICATED ON THIS FINAL SUBDIVISION PLAT HAS BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE: 01/13/2020
SUPERINTENDENT, COLUMBIA WASTEWATER SYSTEM

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE COLUMBIA SUBDIVISION REGULATIONS WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

DATE: 1/9/20
SECRETARY OF PLANNING COMMISSION, COLUMBIA, TENNESSEE

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

THE MAURY COUNTY E-911.

DATE: 1-10-20
MAURY COUNTY E-911

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE COLUMBIA SUBDIVISION REGULATIONS AND OTHER ADOPTED ORDINANCES AND POLICIES.

DATE: 1/10/20
CITY ENGINEER, COLUMBIA, TENNESSEE

FINAL PLAT

TAYLOR LANDING
PHASE 1B
LOTS 10-21, 102-B, AND
OPEN SPACE 4

9TH CIVIL DISTRICT OF MAURY COUNTY, CITY OF COLUMBIA, TENNESSEE

DRAWN BY: C. KILGORE
REVISED: DECEMBER 27, 2019
DATE: NOVEMBER 18, 2019
JOB NO. 18097
SCALE: 1"=50'
W.D. 1210

OWNER/DEVELOPER
MERITAGE HOMES OF TENNESSEE, INC.
C/O BRIAN KENNEDY
5217 MARYLAND WAY, SUITE 222
BRENTWOOD, TENNESSEE 37027
(615) 992-2002
brian.kennedy@meritagetohomes.com

RAGAN•SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS

315 WOODLAND ST., P.O. BOX 60070 NASHVILLE, TN 37206
(615) 244-8891 FAX (615) 244-6739 tdarnall@ragansmith.com
CONTACT: TOM DARNALL, RLS
SHEET 1 OF 1



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 23-77 - A RESOLUTION TO ACCEPT A DONATION OF ONE (1) COMMANDER HB SMOKE MACHINE REMOTE CONTROL AND ONE (1) DMX 25' CABLE WITH A COMBINED VALUE OF TWO HUNDRED AND TWENTY DOLLARS (\$220) FROM FROGGY'S FROG TO BE USED BY COLUMBIA FIRE & RESCUE

RECOMMENDATION: Approve Resolution No. 23-77.

INFORMATION: Columbia Fire & Rescue requests City Council's approval to accept the donation of one Commander HB Smoke Machine remote control and one DMX 25' cable from Froggy's Fog. The remote control is compatible with the Fire & Rescue's existing smoke machine that is used in the training center. The remote will allow Fire & Rescue to control the smoke conditions from outside the structure during training exercises.

**A RESOLUTION TO ACCEPT A DONATION OF ONE (1) COMMANDER HB
SMOKE MACHINE REMOTE CONTROL AND ONE (1) DMX 25' CABLE
WITH A COMBINED VALUE OF \$220.00 (TWO HUNDRED AND TWENTY
DOLLARS) FROM FROGGY'S FROG TO BE USED BY COLUMBIA FIRE &
RESCUE**

WHEREAS, Columbia Fire & Rescue would like to accept the donation of one (1) remote control for the smoke machine and one (1) DMX 25' cable with a combined value of \$220.00 from Froggy's Frog; and

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby endorse the efforts of Columbia Fire & Rescue by accepting this donation.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lindsay W. Barrier, Sr. Administrative Assistant, lbarrier@columbiatn.com, 931.560.1527

AGENDA ITEM TITLE: RESOLUTION NO. 23-78 – A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN VALLEY VIEW SUBDIVISION FOR OWNERSHIP AND MAINTENANCE

RECOMMENDATION: Approve Resolution No. 23-78.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Valley View Subdivision for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends acceptance of the streets and drainage improvements.

ATTACHMENTS: Resolution No. 23-78, Valley View Final Acceptance Request, Valley View Final Plat

**A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE
IMPROVEMENTS IN VALLEY VIEW SUBDIVISION FOR OWNERSHIP AND
MAINTENANCE**

WHEREAS, The City of Columbia, has been requested to accept the streets and drainage improvements in Valley View Subdivision for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said streets and drainage improvements and has determined that said streets and drainage improvements in the Valley View Subdivision meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said streets and drainage improvements located in the Valley View Subdivision.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 12th day of October, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY

Valley View Subdivision

Sept 6th, 2023

City of Columbia Development Services:

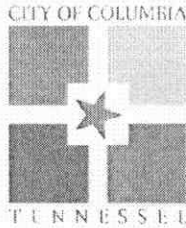
Dear Glenn,

I am writing in regard to Valley View Subdivision. We are requesting Final Acceptance for Valley View Subdivision. Please let me know anything that you need from me to get the process going. I appreciate your help and guidance.

Thank You,

A handwritten signature in black ink, appearing to read 'Timothy Davis', written over a large, loopy initial 'T'.

Timothy Davis
Developer of Valley View S/D
Letter of Credit No. 404560500
Amount of \$25,800
Date issued 09/13/2022



Development Services

September 30, 2022

Timothy Davis

RE: Preliminary Acceptance of Valley View Subdivision

Dear Mr. Davis:

The City of Columbia received your request to accept the maintenance of roads and drainage in Valley View Subdivision. The Engineering and Public Works Departments sent you items to correct, and those items are complete or tied to other sureties.

At this time, you are granted preliminary acceptance of Valley View Subdivision and should reduce your Letters of Credit (LOC No. 404560500) to \$25,800 for a 12-month maintenance period.

At the end of the maintenance period, you should write a letter requesting final acceptance, which will initiate the Development Services Department to prepare a resolution for City Council. Please feel free to call if you have any questions or need any additional information.

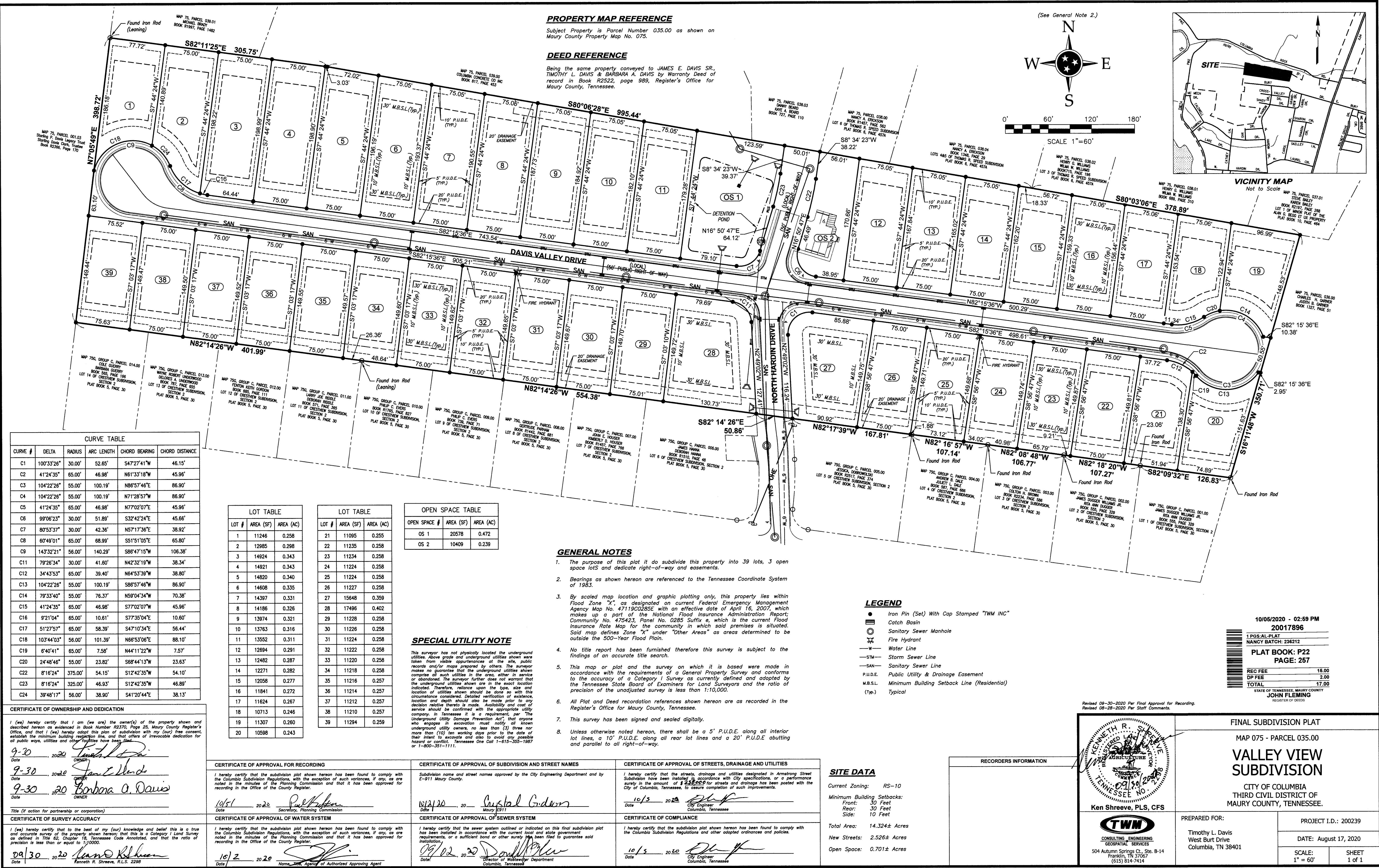
Respectfully,

A handwritten signature in black ink, appearing to read "Glenn Harper".

Glenn Harper, P.E.
City Engineer

Something Good Around Every Corner

City Hall 700 North Garden Street Columbia, Tennessee 38401 Phone 931.560.1560





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. 23-79 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 23-79.

INFORMATION: The City Recorder is presenting tax corrections through 9/22/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report; Resolution No. 23-79; 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, CITY ATTORNEY

TAX CORRECTIONS
RESOLUTION NO. 23-79

1. DELETE 2021 PERSONAL PROPERTY TAX IN THE NAME OF KING'S SITE SOLUTION INC. MAP 051P B 015.00 P 001, 2288 WORKER BEE DR. PROPERTY VALUE \$5,782.00, ASSESSED VALUE \$1,735.00, AND TAXES \$20.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
2. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF KING'S SITE SOLUTION INC. MAP 051P B 015.00 P 001, 2288 WORKER BEE DR. PROPERTY VALUE \$6,649.00, ASSESSED VALUE \$1,995.00, AND TAXES \$16.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
3. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF HANKINS CONSTRUCTION. MAP 100M J 007.00 P 004, 1910 PAUL DR. PROPERTY VALUE \$9,775.00, ASSESSED VALUE \$2,933.00, AND TAXES \$24.00. DUE TO KEYING ERROR PER MAURY COUNTY TAX ASSESSOR.
4. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF KILEY'JA BOUTIQUE. MAP 099G D 030.00 P 004, 800 E 9TH ST. PROPERTY VALUE \$46,000.00, ASSESSED VALUE \$13,800.00, AND TAXES \$114.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

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

AGENDA ITEM TITLE: RESOLUTION NO. 23-80 - A RESOLUTION TO RATIFY THE ACCEPTANCE OF THE TENNESSEE HIGHWAY SAFETY OFFICE 2023-2024 HIGHWAY SAFETY GRANT FOR \$20,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT

RECOMMENDATION: Approve Resolution No. 23-80.

INFORMATION: The Police Department has been awarded a Twenty Thousand Dollar grant from the Tennessee Highway Safety Office for the purpose of City purchasing in-car radars along with use for overtime for traffic safety assignments.

**A RESOLUTION TO RATIFY THE ACCEPTANCE OF THE TENNESSEE
HIGHWAY SAFETY OFFICE 2023-2024 HIGHWAY SAFETY GRANT
FOR \$20,000 AND AUTHORIZE THE MAYOR TO EXECUTE
DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE
GRANT**

WHEREAS, the City of Columbia Police Department has been awarded a Twenty Thousand Dollars (\$20,000) grant from the Tennessee Highway Safety Office for the purpose of replacing/increasing in-car radars along with use for overtime for traffic safety assignments; and

WHEREAS, the City of Columbia supports the efforts of the Columbia Police Department to reduce traffic crashes and fatalities and enforcement efforts to keep the monitoring public safe in Columbia.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY OF COLUMBIA that:

1. The City Council does hereby ratify the acceptance of the grant from the Highway Safety Office in the amount of Twenty Thousand Dollars (\$20,000).
2. The City Council hereby authorizes the Mayor to execute the grant contract and all other documents related to the grant project during the project's term.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA,
TENNESSEE, this the _____ day of _____, 2023.**

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

September 07, 2023

Re: Tennessee Highway Safety Office FFY 2024 Grant Award

Dear Highway Safety Partner,

We are excited to offer your agency an FFY 2024 grant award with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2023 through September 30, 2024.

Effective with the fully signed contract, but no earlier than October 1, 2023, you may incur costs and expend funds for those specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

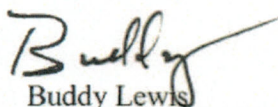
The following items are important and expected of all grantees:

1. Monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.
2. All documents, papers, accounting records, and other such records pertaining to costs incurred and to such materials must be made available to the THSO upon request, with or without notice, at any time over the course of the grant period and for three years from the date of final audit disposition. Failure to follow these instructions may result in a requested reimbursement of grant monies to the THSO.
3. Grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any other authorized representative of the state or federal government at any time and without prior notification.
4. This agreement encompasses the time period specified in the contract. No continuation or extension of the project, express or implied, is provided for in the agreement.

5. Every grant **must** have a project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback. Please do not hesitate to reach out to your assigned THSO program manager; our staff is here to assist you.
6. Prior to any news releases or press conferences relative to this grant, you **must** submit a working copy of draft language to your assigned THSO program manager who will review with the THSO Public Information Officer. Further, any release of written material for the purpose of the grant, which also includes social media posts, brochures, etc. also **must** have prior written approval of the THSO, whether by letter or email.
7. **New for FFY 2024** - law enforcement overtime may include a small portion (up to 20%) of personnel funds for community engagement events. Please contact your assigned program manager for more information, including the THSO Community Engagement Activity overtime form.

If you have any questions, please do not hesitate to contact your assigned THSO program manager. Working together, we will make Tennessee roads safer for everyone.

Respectfully,


Buddy Lewis
Director

GRANT BUDGET
Agency Name: Columbia Police Department
Project Title: Community-Based Traffic Safety Enforcement and Education
The grant budget line-item amounts below shall be applicable only to expense incurred during the following
Applicable Period: BEGIN: 10/01/2023 END: 09/30/2024

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$10,000.00	\$0.00	\$10,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$10,000.00	\$0.00	\$10,000.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$20,000.00	\$0.00	\$20,000.00

1. Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Sub-recipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf).
2. Applicable detail follows this page if line-item is funded.



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 1, 2023	End Date September 30, 2024	Agency Tracking # Z24THS067	Edison ID 78563 (PT)
Grantee Legal Entity Name Columbia Police Department			Edison Vendor ID 4067
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number - 20.600 Grantee's fiscal year end - June 30	
Service Caption (one line only) Community-Based Traffic Safety Enforcement and Education			
Funding —			
FY	State	Federal	Interdepartmental
2024		\$20,000.00	
TOTAL:		\$20,000.00	
Other			
TOTAL Grant Contract Amount \$20,000.00			
Grantee Selection Process Summary			
☒ Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.	
☐ Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG	
Speed Chart (optional)	Account Code (optional) 71302000		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Columbia Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Columbia Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4067

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That it is encouraged to adopt and enforce, in accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including

policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- h. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- i. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- j. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- k. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- l. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- m. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- n. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

- and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office

Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Brian Goats,
 Columbia Police Department
 700 N. Garden St.
 Columbia, Tennessee Tennessee38401
 bgoats@columbiatn.com
 Telephone # (931) 380-2716
 FAX # (931) 540-5227

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal

offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in subsection b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of subsections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Columbia Police Department:

Sgt. BA Gatto 9289

GRANTEE SIGNATURE

9/7/23

DATE

Sgt. Brian Gots

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Columbia Police Department
Subrecipient's Unique Entity Identifier (SAM)	KRSLDUJC44
Federal Award Identification Number (FAIN)	69A37523300004020TN0
Federal award date	10/01/2023
Subaward Period of Performance Start and End Date	10/01/2023 - 09/30/2024
Subaward Budget Period Start and End Date	10/01/2023 - 09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2023
Grant contract's end date	09/30/2024
Amount of federal funds obligated by this grant contract	\$20,000.00
Total amount of federal funds obligated to the subrecipient	\$20,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,971,702.69
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I _____ as the _____ of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

_____ hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2023-2024 grant awarded by the Tennessee Highway Safety Office. The following individual or
individuals are entitled to sign all grant related documents on behalf of my organization.

Name and Title (Printed)

Signature

Brian Bortis, Sergeant
Name and Title (Printed)

BABORT 9259
Signature

Jeff Duncan, Lieutenant
Name and Title (Printed)

J. Duncan 4245
Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority

Date



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 23-82 - A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE ANTICIPATION NOTES OF THE CITY OF COLUMBIA, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATER SYSTEM OF THE CITY OF COLUMBIA, TENNESSEE; AND MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM

RECOMMENDATION: Approve Resolution No. 23-82.

INFORMATION: On October 5, 2023, City Council heard a presentation from Jonathan Hardin of CPWS regarding a short-term borrowing request. This short-term note is to help fund the expansion of the existing Water Treatment Plan, new raw waterline intake and improvements to the existing system. The amount is \$40 million.

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE ANTICIPATION NOTES OF THE CITY OF COLUMBIA, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATER SYSTEM OF THE CITY OF COLUMBIA, TENNESSEE; AND MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM

BE IT RESOLVED by the City Council of the City of Columbia, Tennessee, as follows:

1. Authority; Findings.
 - a. The City of Columbia, Tennessee (the "Municipality") is duly incorporated pursuant to Chapter 210 of the 1941 Private Acts of Tennessee.
 - b. The Municipality now owns and operates, through the Board of Public Utilities (the "Board"), a waterworks system (the "System").
 - c. Section 7-34-111 of the Tennessee Code Annotated authorizes the Municipality to issue revenue anticipation notes and use the note proceeds to finance the construction of improvements and extensions to the System.
 - d. The Board has recommended and the City Council of the Municipality has determined it is advisable to issue its revenue anticipation notes for the purpose of financing the cost of the design and construction of extensions and improvements to the System (the "Project"), in anticipation of the future issuance of long-term revenue bonds.
 - e. The proposed notes will not be general obligations of the Municipality and noteholders will have no recourse to the Municipality's power of taxation, but instead, said notes will be payable from and secured solely by the revenues of the System, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System, and to the prior pledge of such revenues in favor of the Municipality's Water System Revenue Bonds, Series 2021 (the "Series 2021 Bonds"), which were issued pursuant to that certain bond resolution of the City Council adopted November 9, 2021 (the "Senior Lien Resolution"). The notes will also be payable from the proceeds of the future bonds described above, if and when issued.
 - f. Upon approval of this Resolution, the Municipality will promptly submit to the Comptroller of the Treasury a request for approval of the notes, as required by Section 7-34-111(b) of the Tennessee Code Annotated.
2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed by the Senior Lien Resolution, and the following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:
 - a. "Bonds" means one or more series of water system revenue bonds, if and when issued in accordance with the provisions of Section 12 hereof;
 - b. "Credit Agreement" means the credit agreement(s) entered into by the Municipality with the Lender, as described in Section 6(b) hereof;

- c. "Lender" means each financial institution selected by the Mayor to purchase an emission of Notes in the manner described in Section 6(a) hereof;
- d. "Municipal Advisor" means, with respect to the Series 2023 Notes, Stephens Inc., in its capacity as municipal advisor to the Board;
- e. "Registration Agent" means the Chief Financial Officer of the Board and the System, or any successor designated by the Governing Body; and
- f. "Series 2023 Notes" means the water system revenue anticipation notes authorized by this Resolution and issued on a subordinate basis to the Series 2021 Bonds.

3. Authorization and Terms of the Series 2023 Notes.

- a. General Terms. The Governing Body hereby authorizes the issuance of revenue anticipation notes of the Municipality in an aggregate principal not to exceed \$40,000,000. Each Series 2023 Note shall be designated as a "Water System Revenue Anticipation Note, Series 2023" or such other name as may be selected by the Mayor. The Series 2023 Notes shall (i) be dated the date of their delivery; (ii) bear interest at a fixed or variable rate or rates not to exceed the maximum interest rate permitted by Tennessee law, payable at such times as may be agreed to with the Lender(s); and (iii) mature on a date not later than the last day of the fifth fiscal year commencing after the issue date of the first emission of Series 2023 Notes, all as may be established by the Mayor of the Municipality, all in consultation with the President and the Municipal Advisor, in accordance with the terms of Section 6(b) hereof. The Notes may be sold in multiple emissions, as more fully described in Section 6 hereof.
- b. Optional Redemption. The Series 2023 Notes shall be subject to redemption at the option of the Municipality on those dates and at those prices established by the Mayor pursuant to Section 6(b) hereof, upon direction of the Board.
- c. Registration of Notes. The Series 2023 Notes shall be issued in fully registered, book-entry form, without coupons. The Mayor hereby authorizes and directs the Registration Agent to maintain Series 2023 Note registration records with respect to the Series 2023 Notes, to authenticate and deliver the Series 2023 Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Series 2023 Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Series 2023 Notes as provided herein, to cancel and destroy Series 2023 Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Series 2023 Notes canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Series 2023 Notes paid, Series 2023 Notes outstanding and payments made with respect to interest on the Series 2023 Notes.
- d. Payment of Notes. The Series 2023 Notes shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Series 2023 Notes by check or draft on each interest payment date directly to the registered owners as shown on the Series 2023 Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next

preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Series 2023 Note registration records, without, except for final payment, the presentation or surrender of such registered Series 2023 Notes, and all such payments shall discharge the obligations of the Municipality in respect of such Series 2023 Notes to the extent of the payments so made. Payment of principal of and premium, if any, on the Series 2023 Notes shall be made upon presentation and surrender of such Series 2023 Notes to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a 360-day year composed of twelve months of 30 days each. If requested by any registered owner of at least \$1,000,000 in aggregate principal amount of the Series 2023 Notes, payment of interest on such Series 2023 Notes shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

- e. Defaulted Interest. Any interest on any Series 2023 Note that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Series 2023 Notes are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2023 Note and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than 15 nor less than ten days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Series 2023 Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Series 2023 Notes shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Series 2023 Notes when due.
- f. Transfer and Exchange of Notes. The Series 2023 Notes shall be issued initially in \$100,000 denominations or any integral multiple thereof as shall be requested by the Lender. The Series 2023 Notes are transferable only by presentation to the Registration Agent by the registered owner, or his or her legal representative duly authorized in writing, of the registered Series 2023 Note(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the

registered owner as it appears upon the face of the Series 2023 Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Series 2023 Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Series 2023 Note or the Series 2023 Note to the assignee(s) in \$100,000 denominations, or any integral multiple in excess thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Series 2023 Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Series 2023 Note, nor to transfer or exchange any Series 2023 Note after the publication of notice calling such Series 2023 Note for redemption has been made, nor to transfer or exchange any Series 2023 Note during the period following the receipt of instructions from the Municipality to call such Series 2023 Note for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Series 2023 Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Series 2023 Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Series 2023 Notes shall be overdue. The Series 2023 Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Series 2023 Notes of the same maturity in any authorized denomination or denominations.

- g. Execution of Notes. The Series 2023 Notes shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf of the Municipality, by the Mayor and attested by the City Recorder.
- h. Authentication and Delivery. The Registration Agent is hereby authorized to authenticate and deliver the Series 2023 Notes to the Lender, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Series 2023 Notes in exchange for Series 2023 Notes of the same principal amount delivered for transfer upon receipt of the Series 2023 Note(s) to be transferred in proper form with proper documentation as hereinabove described. The Series 2023 Notes shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Series 2023 Note form.
- i. Replacement Notes. In case any Series 2023 Note shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Series 2023 Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Series 2023 Note, or in lieu of and in substitution for such lost, stolen or destroyed Series 2023 Note, or if any such Series 2023 Note shall have matured or shall be about to mature, instead of issuing a substituted Series 2023 Note the Municipality may pay or authorize payment of such Series 2023 Note without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Series 2023 Note, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Series 2023 Note an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

4. Form of Series 2023 Notes. The Series 2023 Notes shall be in substantially the form attached hereto as Exhibit A. The form of the Series 2023 Note set forth Exhibit A shall be conformed to reflect any changes made pursuant to Section 6 hereof.
5. Source of and Security for Payment. The Series 2023 Notes shall be payable solely from and secured by a pledge of the Net Revenues, subject only to the prior pledge thereof in favor of the Series 2021 Bonds, and Net Revenues are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due. The Series 2023 Notes do not constitute a debt of the State of Tennessee, or any political subdivision thereof, or municipal corporation therein, other than the Municipality, and no holder of the Series 2023 Notes shall have recourse to the taxing power of any such entities. The Series 2023 Notes shall also be payable from the proceeds of the Bonds, if and when issued.
6. Sale of the Series 2023 Notes; Changes Authorized.
 - a. The Series 2023 Notes shall be offered for sale in one or more emissions to one or more financial institutions selected through an informal bid process, at a price of par, as shall be determined by the Mayor of the Municipality, in consultation with the President and the Municipal Advisor, and no further action of the Governing Body or the Board with respect thereto shall be required.
 - b. To facilitate the sale of the Notes in a manner that is in the best interest of the Municipality, the Mayor, in consultation with the President and the Municipal Advisor, is authorized to (i) cause to be sold an aggregate principal amount of the Notes less than that authorized herein; (ii) establish the redemption provisions for the Notes; (iii) change the dated date of the Notes to a date other than the issue date; (iv) change the series designation of the Notes to a series other than "Series 2023"; (v) establish the principal and interest payment dates of the Notes within the parameters of Section 3(a); (vi) establish the interest rate or rates for the Notes, which may be fixed or variable; (vii) provide for the Series 2023 Notes to be issued on a draw-down basis, as may be agreed to with the Lender(s); and (viii) establish such other terms and conditions of the Series 2023 Notes, as may be requested by the Lender(s), provided that such terms are not inconsistent with the terms of this Resolution. The Mayor is hereby authorized to enter into one or more credit agreements with the Lender as may be necessary to more fully incorporate any such provisions as may be requested by the Lender(s) (any such agreement, a "Credit Agreement").
 - c. The Mayor of the Municipality and the City Recorder, or either of them, are authorized to cause the Notes to be authenticated by the Registration Agent and delivered to the purchaser thereof, and to execute, publish, and deliver all certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Notes.
 - d. Any formal actions of the Board to approve the engagement of Stephens Inc. as municipal advisor to the Board, are hereby authorized and ratified. The Mayor is hereby authorized to enter into an engagement letter with Bass Berry & Sims PLC, as bond counsel to the Municipality and the Board, in form and substance satisfactory to the Municipality's legal counsel.
7. Application of Proceeds of Series 2023 Notes. The proceeds of the sale of the Series 2023 Notes shall be held and maintained in a separate and special fund of the Board to be known as the "2023 Note Proceeds Fund" (the "Project Fund"). The funds deposited in the Project Fund shall be disbursed solely to pay the costs of the Project, to reimburse the Board for any funds previously expended for costs of the Project, and to pay the costs of issuance of the Series 2023 Notes,

including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2023 Notes. Moneys in the Project Fund shall be invested in such investments as shall be permitted by applicable law and the earnings thereon shall be retained in the Project Fund and used for the Project.

8. Federal Tax Matters Related to the Series 2023 Notes. The Municipality recognizes that the purchasers and holders of the Series 2023 Notes will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Series 2023 Notes. Accordingly, the Municipality agrees that it shall take no action that may render the interest on any of the Series 2023 Notes subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Series 2023 Notes will not be used in a manner which will cause the Series 2023 Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Series 2023 Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Series 2023 Notes to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Series 2023 Notes from becoming subject to inclusion in the gross income for purposes of federal income taxation. The Mayor and President, and each of them, is authorized and directed to make such certifications in this regard in connection with the sale of the Series 2023 Notes as he shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality and the Board, respectively.
9. Funds, Accounts and Subaccounts; Application of Revenues. The Municipality and the Board shall cause the Gross Earnings of the System to be collected, deposited and administered in the manner described in Section 13 of the Senior Lien Resolution, and the provisions of such Section 13 shall be deemed to have been incorporated herein. As long as the Series 2021 Bonds remain outstanding, the Series 2023 Notes shall be payable as Subordinate Lien Bonds as described in Section 13(b)(5) of the Senior Lien Resolution.
10. Covenants Regarding the Operation of the System. The Municipality and the Board shall cause the System to be operated in the manner described in Section 14 of the Senior Lien Resolution, and the provisions of such Section 14 shall be deemed to have been incorporated herein.
11. Prohibition of Additional Senior Lien Bonds; Parity Notes. Neither the Board nor the Municipality shall issue any bonds, notes or other debt obligations on parity with the Series 2021 Bonds, while the Series 2023 Notes are outstanding. The Municipality may issue additional revenue notes on parity with the Series 2023 Notes, upon such conditions as may be set forth in the Credit Agreement.
12. Issuance of Bonds. The Series 2023 Notes are being issued in anticipation of the future issuance of long-term water system revenue bonds (the "Bonds"), and the Municipality hereby agrees to diligently pursue all approvals and other steps necessary to cause the issuance of the Bonds at or prior to the maturity date of the Series 2023 Notes, to the extent the funds of the System are insufficient for the payment of the Series 2023 Notes.

13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the registered owners of the Series 2023 Notes, and after the issuance of the Series 2023 Notes, no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in Section 15 hereof, until such time as the Series 2023 Notes shall have been paid in full or discharged pursuant to Section 14 hereof.
14. Remedies of Note Owners. Any registered owner of any of the Series 2023 Notes may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this Resolution, including the making and collecting of sufficient rates, the proper application of and accounting for revenues of the System, and the performance of all duties imposed by the terms hereof. If any default be made in the payment of principal of, premium, if any, or interest on the Series 2023 Notes, then upon the filing of suit by any registered owner of said Series 2023 Notes, any court having jurisdiction of the action may appoint a receiver to administer the System in behalf of the Municipality with power to charge and collect rates sufficient to provide for the payment of all bonds and obligations outstanding against the System and for the payment of Current Expenses, and to apply the income and revenues thereof in conformity with the provisions of this Resolution.
15. Discharge and Satisfaction of Notes. If the Municipality shall pay and discharge the indebtedness evidenced by all or any portion of the Series 2023 Notes in any one or more of the following ways:
 - a. By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Series 2023 Notes as and when the same become due and payable;
 - b. By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Series 2023 Notes and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Series 2023 Notes are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);
 - c. By delivering such Series 2023 Notes to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Series 2023 Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest and redemption premiums, if any, on such Series 2023 Notes when due, then and in that case the indebtedness evidenced by such Series 2023 Notes shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Series 2023 Notes shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Series 2023 Notes in the manner provided in either clause (a) or clause (b) above, then the registered owners

thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Series 2023 Notes; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Series 2023 Notes on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent.

16. Modification of Resolution. This Resolution may be amended without the consent of or notice to the Lenders for the purpose of curing any ambiguity or formal defect or omission herein. Any other amendment shall not be effective without the prior written consent of the Lenders.
17. Reimbursement. It is reasonably expected that the Municipality will reimburse the Board for certain expenditures made by it in connection with the Project by issuing the Series 2023 Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.
18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.
19. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

(signature page follows)

Adopted and approved on _____, 2023.

Mayor

ATTEST:

City Recorder

LEGAL FORM APPROVED:



City Attorney

STATE OF TENNESSEE)
)
COUNTY OF MAURY)

I, Thad Jablonski, hereby certify that I am the duly qualified and acting City Recorder of the City of Columbia, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the City Council of the Municipality held on _____, 2023; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the issuance of Water System Revenue Anticipation Notes, Series 2023 of said Municipality.

WITNESS my official signature and seal of said Municipality this _____ day of _____, 2023.

City Recorder

(SEAL)

EXHIBIT A

(Form of Series 2023 Note)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF COLUMBIA, TENNESSEE
WATER SYSTEM REVENUE ANTICIPATION NOTE, SERIES 2023

Date of Note: _____

Maturity Date: _____

Registered Owner: _____

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That the City of Columbia, Tennessee, a Tennessee municipal corporation (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest of _____ from the date hereof until said maturity date, said interest being payable on _____ until this Note matures[or is redeemed]. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the office of the Chief Financial Officer of the Columbia Board of Public Utilities or any successor's office designated by the Governing Body as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date to the registered owner hereof shown on the note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said note registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the persons in whose name this Note is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Notes of the issue of which this Note is one not less than ten days prior to such Special Record Date. Payment of principal of and premium, if any, on this Note shall be made when due upon presentation and surrender of this Note to the Registration Agent.

This Note is one of a total authorized issue aggregating \$ _____ and issued by the Municipality for the purpose of providing funds to finance the cost of the extensions and improvements to the System, and to pay the costs of issuance of the Notes, under and in full compliance with the Act, and pursuant to a resolution duly adopted by the City Council of the Municipality on _____, 2023 (the "Resolution").

This Note is payable solely from and secured by the revenues of the System, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System, and to the prior pledge of such revenues in favor of the Series 2021 Bonds, which were issued pursuant to the Senior Lien Resolution. This Note is additionally payable from the proceeds of the future issuance of long-term revenue bonds of the Municipality, in anticipation of which this Note has been issued. As provided in the Resolution, the punctual payment of principal of and interest on the series of the Notes of which this Note is one, and any other bonds hereafter issued on a parity therewith, shall be secured equally and ratably by said revenues without priority by reason of series, number or time of sale or delivery. Said revenues are required by law and by the proceedings pursuant to which this Note is issued to be fully sufficient to pay the cost of operating, maintaining, repairing and insuring the System, including reserves therefor, and to pay principal of and interest on this Note and the issue of which it is a part promptly as each becomes due and payable. The Municipality has covenanted and does hereby covenant that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient revenues to pay promptly the principal of and interest on this Note and the issue of which it is a part as each becomes due. This Note and the interest hereon are payable solely from the revenues so pledged to the payment hereof. The owner of this Note shall have no recourse to the power of taxation of the Municipality. For a more complete statement of the revenues from which and conditions under which this Note is payable, a statement of the conditions on which obligations may hereafter be issued on a parity with this Note, the general covenants and provisions pursuant to which this Note is issued and the terms upon which the Resolution may be modified, reference is hereby made to the Resolution.

The Notes of the issue of which this Note is one are subject to redemption on _____, in whole or in part, at the option of the Municipality, at a redemption price of _____ plus accrued interest to the date of redemption.

Notice of any call for redemption shall be given by the Registration Agent not less than _____ days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice.

This Note and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Notes in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular Record Date or Special

Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Note for redemption.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by its Mayor and attested by its City Recorder, all as of the date hereinabove set forth.

THE CITY OF COLUMBIA, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

City Recorder

Transferable and Payable at: _____
_____, _____

Date of Registration: _____

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification of Social Security Number of Assignee _____), the within Note of The City of Columbia, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said note on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within note in every particular, without enlargement or alteration, or any change whatsoever.

Signature guaranteed:

Notice: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

35277850.4

A RESOLUTION OF THE BOARD OF PUBLIC UTILITIES OF THE CITY OF COLUMBIA, TENNESSEE REQUESTING THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE ANTICIPATION NOTES OF THE CITY OF COLUMBIA, TENNESSEE.

WHEREAS, the City of Columbia, Tennessee (the "Municipality") owns and operates through its Board of Public Utilities (the "Board") a waterworks system (the "System"); and

WHEREAS, the Board has determined that it is necessary and advisable to design and construct improvements and extensions to the System (the "Improvements"); and

WHEREAS, the Board believes it to be in the best interest of the Municipality and advantageous to the System to finance the Improvements through the issuance of revenue anticipation notes to be issued in anticipation of the future issuance of long-term revenue bonds; and

WHEREAS, the Board desires to request that the City Council of the Municipality authorize the issuance of waterworks system revenue anticipation notes (the "Notes") to finance the Improvements in a maximum principal amount of \$40,000,000 pursuant to a note resolution to be prepared and submitted to the City Council at the direction of the President and Chief Executive Officer of the System (the "President").

NOW THEREFORE, BE IT RESOLVED by the Board as follows:

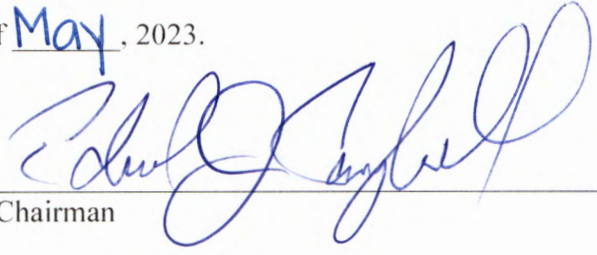
Section 1. For the purpose of financing the Improvements in anticipation of the future issuance of long-term revenue bonds (the "Bonds"), the Board hereby recommends to the City Council of the Municipality the adoption of a note resolution in substantially the form attached hereto as Exhibit A (the "Note Resolution") and the issuance of Notes thereunder. The Notes will be payable from and secured solely by the revenues of the System and the proceeds of the Bonds, if and when issued, and shall not constitute a charge upon or a pledge of the taxing power of the Municipality in any manner whatsoever. The President is authorized and directed to enter into a Municipal Advisor Agreement with Stephens Inc., as municipal advisor to the Board (the "Municipal Advisor"). The President is authorized and directed to consult with the Municipal Advisor to establish the specific terms of the Notes, to make any modifications to the form of resolution attached hereto, and to present said resolution (as so modified) to the City Council of the Municipality for adoption. The Board hereby covenants and agrees to be bound by the covenants and agreements set forth in the resolution or incorporated therein by reference in the operation and management of the System and the affairs thereof.

Section 2. Upon adoption of the Note Resolution, the Municipality is hereby requested to sell the Notes, in one or more emissions, by a negotiated sale to one or more financial institutions selected through an informal bid process, subject to final approval by the Mayor, in consultation with the Municipal Advisor and the President.

Section 3. Any officer of the Board or the President is hereby authorized to execute and deliver all certificates and documents as either shall deem necessary and advisable in connection with the sale and delivery of the Notes.

Section 4. This resolution shall be in immediate effect, the public welfare requiring it.

Adopted and approved this 17th day of May, 2023.


Chairman

Attest:

Secretary

EXHIBIT A
FORM OF RESOLUTION
(attached)

35277757.3

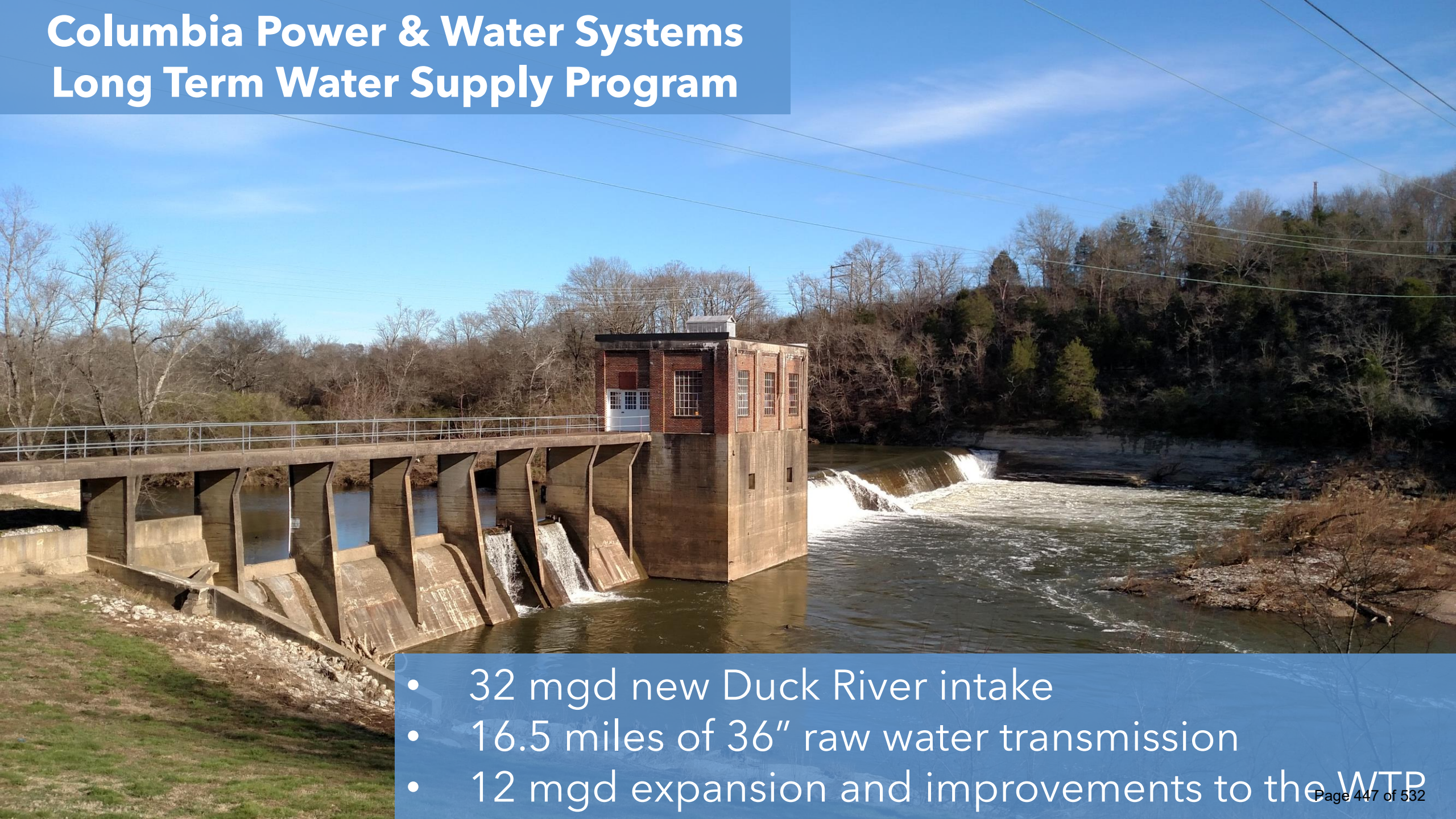
Columbia Power & Water Systems

Short Term Funding

City Council Overview

October 5, 2023

Columbia Power & Water Systems Long Term Water Supply Program



- 32 mgd new Duck River intake
- 16.5 miles of 36" raw water transmission
- 12 mgd expansion and improvements to the WTP

Columbia Power & Water Systems Distribution System Improvements Program

Five Pump Stations
Two 1.5 MG Tanks
Over 25 miles of watermain

Saturn Zone Improvements
Two 9.5 mgd pumps at WTP
5,600 LF of 30" watermain
2.5 miles of 16" watermain

Bear Creek Pike Corridor
3000 gpm pump station
1.5MG ground storage tank
7.0 miles of 24" watermain

Cayce Area Improvements
3000 gpm pump station
3,000 LF of 20" watermain

Hampshire Pike Corridor
500 gpm pump station
8.5 miles of 8" & 12" watermain

Southside Pressure Zone
1500 gpm pump station
1.5 MG elevated storage tank
6.8 miles of 16" watermain

Short Term Funding

- **What is it?**

- Short Term Loan to be paid off with long term financing at the start of construction (Anticipated to be late 2024)

- **Why do we need it?**

- To continue progressing the LTWSP design
- For emergency equipment replacement at the WTP
- To procure long lead time equipment for the WTP
- For land acquisition

- **What happens without it?**

- Slows down LTWSP progress and delays completion
- Every month of delay is at least \$1M in cost escalation
- CPWS will need to stop issuing water availability letters
- Cannot fix all critical issues at the WTP

Revenue Anticipation Note Expenditure

FY24 Required Capital Expenditure	FY24 Costs
LTWSP Land Acquisition (raw water transmission main easements, Legion property, intake property)	\$10,900,000
LTWSP Management & Design	\$12,100,000
WTP Equipment Procurement and Emergency Construction at WTP	\$17,000,000
Total Near Term Expenditure	\$40,000,000

Long Term Funding

- **WIFIA Loan**

- \$144M
- Low interest, deferred principal payments, 35 yr term

- **TN SRF Loan**

- \$120M
- Low interest, 30 yr term

- **Revenue Bonds**

- \$130M
- Market rates, 25 yr term

Questions?



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: 2ND CONSIDERATION OF ORDINANCE NO. 4476 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, DRUG, SANITATION, CAPITAL PROJECTS, AND WASTEWATER FUNDS

RECOMMENDATION: Approve.

INFORMATION: The proposed ordinance is the first amendment to the FY 2024 Appropriation Ordinance, impacting the State Street Aid, Drug, Sanitation, Capital Projects and Wastewater Funds and several departments within the General Fund.

Within this budget amendment, the following items are included:

- Reappropriation of funds totaling \$6,358,541 across General, State Street Aid, Sanitation, Capital Projects and Wastewater Funds.
- \$830,150 for CDBG Sidewalk Grant, \$44,086.27 for Tourism ARP Grant, \$200,000 to replenish General Fund reserves, \$699,999 in tourism enhancement funds, \$28,054 in Firefighter's Park reserves, \$675,790 to budget reserves/transfer to capital projects, and \$200,000 for Presidential Park in General City Admin.
- \$219,000 carry-over from FY 2023 for firing range, \$98,930.16 for or Equitable Sharing "Justice" and \$19,262.86 for Equitable Sharing "Treasury" funds, \$98,769.24 for sales of seized weapons, \$36,060.55 for Sexual Offender Registry fees, \$29,270 for 2021 JAG grant and \$3,645 for 2022 JAG grant in Police.
- \$5,687.43 in OEM funds from the prior year in Fire.
- \$195,779.69 for Development Services retirement not included in FY 2024 budget.
- \$70,000 for FY 2024 narcotics and vice vehicles/equipment in Drug Fund.
- The following project balances as of July 1, 2023 in Capital Projects Fund: Iron Bridge Project - TDOT PIN 130092.00 (\$1,702,999.48), Fire Station No. 1 Renovation (\$1,324,649.50), and US 31/412 - TDOT PIN (\$6,752,391.02).
- Budget General Fund transfer of \$675,790 for Parking Garage improvements project,
- \$221,908 for Air Unit repairs @ Wastewater Treatment Plant in Wastewater.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2024 by \$20,490,763 to \$100,929,732.

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE
NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID,
DRUG, SANITATION, CAPITAL PROJECTS, AND WASTEWATER FUNDS

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4464 as amended, the same being the
Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2023 through
June 30, 2024, be amended. That the total budget appropriation for the fiscal year be
increased from \$80,438,968 to \$100,929,732, an increase of \$20,490,763.

Section 2: That the budget appropriations shall be revised as follows:
MIS total of \$1,086,533 be amended to \$1,128,791, an increase of \$42,258.

General City Admin total of \$10,057,293 be amended to \$12,966,416, an increase of
\$2,909,123.

Police total of \$12,064,131 be amended to \$12,874,685, an increase of \$810,554.

Fire total of \$9,450,523 be amended to \$9,975,676, an increase of \$525,153.

Public Works total of \$5,352,015 be amended to \$5,901,410, an increase of \$549,395.

Development Services total of \$2,207,684 be amended to \$2,433,464, an increase of
\$225,780.

Parks total of \$3,570,012 be amended to \$3,651,760, an increase of \$81,748.

State Street Aid total of \$1,969,000 be amended to \$2,171,185, an increase of \$202,185.

Drug total of \$101,053 be amended to \$171,053, an increase of \$70,000.

Sanitation total of \$4,506,366 be amended to \$4,866,460, an increase of \$360,094.

Capital Projects total of \$2,953,029 be amended to \$14,422,143, an increase of
\$11,469,114.

Wastewater total of \$22,434,562 be amended to \$25,679,921, an increase of \$3,245,359.

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 17th day of September, 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 ____ DAY OF OCTOBER, 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: _____

Summary of Appropriation Amendment #1
2nd Consideration - October 12th (10/12/23)

MIS

Rebudget funds for order/services not received as of 6/30/23	\$	42,258.00
Total MIS	\$	42,258.00

General City Admin

Rebudget funds for order/services not received as of 6/30/23	\$	231,044.00
Total General City Admin	\$	231,044.00

Police

Rebudget funds for order/services not received as of 6/30/23	\$	305,616.00
Total Police	\$	305,616.00

Fire

Rebudget funds for order/services not received as of 6/30/23	\$	519,466.00
Total Fire	\$	519,466.00

Public Works

Rebudget funds for order/services not received as of 6/30/23	\$	549,395.00
Total Public Works	\$	549,395.00

Development Services

Rebudget funds for order/services not received as of 6/30/23	\$	30,000.00
Total Development Services	\$	30,000.00

Parks

Rebudget funds for order/services not received as of 6/30/23	\$	81,748.00
Total Parks	\$	81,748.00

	\$	1,759,527.00
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State Street Aid

Rebudget funds for order/services not received as of 6/30/23	\$	202,185.00
Total State Street Aid	\$	202,185.00

Sanitation

Rebudget funds for order/services not received as of 6/30/23	\$	360,094.00
Total Sanitation	\$	360,094.00

Capital Projects

Rebudget funds for order/services not received as of 6/30/23	\$	1,013,284.00
Total Capital Projects	\$	1,013,284.00

Wastewater (Sewer) Fund

Rebudget funds for order/services not received as of 6/30/23	\$	3,023,451.00
Total Wastewater (Sewer) Fund	\$	3,023,451.00

Total Increase - All Funds (First Consideration)	\$	6,358,541.00
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General City Admin

Budget funds for CDBG Sidewalk Grant	\$	830,150.00
Budget Tourism ARP Funds		44,086.27
Replenish General City Admin - Reserves		875,790.00
Budget reduction to reserves to transfer to CPF		(675,790.00)
Budget transfer to Capital Projects for Parking Garage		675,790.00
Budget funds remaining from FY 2023 for Tourism Enhancement Reserves		699,999.00
Budget funds remaining from FY 2023 for Firefighters Park Reserves		28,054.00
Budget funds for Presidential Park	\$	200,000.00

Total General City Admin \$ 2,678,079.27

Police

Budget funds for Equitable Sharing "Justice" proceeds	98,930.16
Budget funds for Equitable Sharing "Treasury" proceeds	19,262.86
Budget funds received from sales of seized weapons	98,769.24
Budget funds for Sexual Offender Registry fees	36,060.55
Budget carry-over funds for firing range improvements	219,000.00
Budget funds for 2021 JAG Grant	29,270.00
Budget funds for 2022 JAG Grant	<u>\$ 3,645.00</u>

Total Police \$ 504,937.81

Fire

Budget EOM funds from prior year	<u>\$ 5,687.43</u>
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Total Fire \$ 5,687.43

Development Services

Budget funds for department retirement not included in FY 24 budget	<u>195,779.69</u>
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Total Development Services \$ 195,779.69

TOTAL GENERAL FUND \$ 3,384,484.20

Drug Fund

Budget funds for FY 2024 narcotics and vice vehicles/equipment	<u>\$ 70,000.00</u>
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Total Drug Fund \$ 70,000.00

Capital Projects

Rebudget funds for Iron Bridge Project - TDOT PIN 130092.00	\$ 1,702,999.48
Rebudget funds for Fire Station No. 1 Rehab	1,324,649.50
Budget transfer to Capital Projects for Parking Garage	675,790.00
Rebudget funds for US 31/412 - TDOT PIN	<u>6,752,391.02</u>

Total Capital Projects \$ 10,455,830.00

Wastewater (Sewer) Fund

Budget funds for Air Unit repairs @ Wastewater Treatment Plant	<u>\$ 221,908.00</u>
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Total Wastewater (Sewer) Fund \$ 221,908.00

Total Increase - All Funds (Second Consideration) \$ 14,132,222.20

Total Increase - All Funds (First and Second Consideration) \$ 20,490,763.20

CITY OF COLUMBIA
FY 2024 APPROPRIATION AMENDMENT #1
Second Consideration 10/12/23

1) Rebudget General Fund Outstanding Purchase Order @ 6/30/23

Materials/Equipment/Services not received by 6/30/23

Increase Revenues

110-37110	\$ 1,716,713.00	Prior Year Revenue
110-33228	<u>\$ 42,814.00</u>	EPA Brownfield Assessment Grant
	\$ 1,759,527.00	Total

Increase Expenditures

110-41300-255	\$ 7,529.00	MIS - Software Support/Maintenance	Dell Marketing L P
110-41300-941	\$ 34,729.00	MIS - Machinery, Equipment & Auto	Ford Of Murfreesboro
110-41900-250	\$ 13,750.00	General Admin-Misc.- Prof Serv	WES Engineers & Surveyors
110-41900-290	\$ 3,750.00	General Admin-Misc.- Other Services	Communications Services, Inc.
110-41900-290	\$ 3,500.00	General Admin-Misc.- Other Services	Communications Services, Inc.
110-41900-290	\$ 1,418.00	General Admin-Misc.- Other Services	Communications Services, Inc.
110-41900-297	\$ 50,000.00	General Admin-Misc.- Animal Services	Maury Co Animal Shelter
110-41900-340	\$ 16,046.00	General Admin-Misc. - Maint/Repair Supplies Other	Eye In The Sky
110-41900-930	\$ 19,997.00	General Admin-Misc. - Improve Other Than Bldgs	T-Square Engineering
110-41900-930	\$ 19,601.00	General Admin-Misc. - Improve Other Than Bldgs	Neel-Schaffer
110-41920-250	\$ 42,814.00	General Admin-Brownfields Project - Prof Serv	PM Environmental, Inc
110-41950-930	\$ 28,334.00	Tourism - Improvements Other Than Building	Jennifer Grisham
110-41950-930	\$ 28,334.00	Tourism - Improvements Other Than Building	Jennifer Grisham
110-41950-930	\$ 3,500.00	Tourism - Improvements Other Than Building	Cyril Stewart
110-42110-800	\$ 100,675.00	Police Dept-Administration - Reserves	Midsouth Barndominiums
110-42110-800	\$ 111,038.00	Police Dept-Administration - Reserves	Midsouth Barndominiums
110-42123-320	\$ 15,000.00	Police Dept-Patrol - Operation Supplies	Accurate Law Enforcement
110-42123-320	\$ 100.00	Police Dept-Patrol - Operation Supplies	Accurate Law Enforcement
110-42123-320	\$ 14,875.00	Police Dept-Patrol - Operation Supplies	Accurate Law Enforcement
110-42123-320	\$ 100.00	Police Dept-Patrol - Operation Supplies	Accurate Law Enforcement
110-42141-320	\$ 4,037.00	Police Dept-Seized Weapons - Operating Supplies	Gulf States Distributors Inc
110-42142-941	\$ 26,424.00	Police Dept - 2022 JAG Grant - Machinery and Equip	Trikke Professional Mobility
110-42150-255	\$ 28,923.00	Support Services - Software Maintenance	Vigilant Solutions, LLC
110-42150-320	\$ 3,066.00	Police Dept-Support Services - Operation Supplies	Gulf States Distributors Inc
110-42150-320	\$ 1,378.00	Police Dept-Support Services - Operation Supplies	Gulf States Distributors Inc
110-42210-941	\$ 60,589.00	Fire Administration - Machinery & Equipment	Sabre Industries, Inc
110-42220-321	\$ 14,123.00	Fire Dept-Suppression - Controllable Assets	Motorola Solutions Inc
110-42220-326	\$ 10,188.00	Fire Dept-Suppression - Wearing Apparel	NAFECO Inc
110-42220-326	\$ 6,486.00	Fire Dept-Suppression - Wearing Apparel	NAFECO Inc
110-42220-326	\$ 204.00	Fire Dept-Suppression - Wearing Apparel	NAFECO Inc
110-42220-326	\$ 4,204.00	Fire Dept-Suppression - Wearing Apparel	Fire Storm
110-42220-326	\$ 8,408.00	Fire Dept-Suppression - Wearing Apparel	Fire Storm

110-42220-326	\$ 4,204.00	Fire Dept-Suppression - Wearing Apparel	Fire Storm
110-42220-941	\$ 104,445.00	Fire Dept-Suppression - Machinery & Equipment	Native Instinct LLC
110-42220-941	\$ 306,615.00	Fire Dept-Suppression - Machinery & Equipment	Southeast Apparatus Llc
110-43110-920	\$ 117,079.00	Streets-General - Buildings	Lose Design - Lose & Associates,
110-43120-930	\$ 67,899.00	Street Maintenance - Other Improvements	Columbia Oil Company Inc
110-43120-941	\$ 303,164.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 12,530.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 1,055.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 11,527.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 25,607.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 4,554.00	Street Maintenance - Machinery & Equipment	Viking Cives Midwest
110-43120-941	\$ 5,980.00	Street Maintenance - Machinery & Equipment	Thompson Machinery
110-43710-340	\$ 30,000.00	Development Serv-Planning - Maint & Repair Supplies-C	Eye In The Sky
110-44410-320	\$ 6,700.00	Recreation - Administration - Operation Supplies	Crane Fitness Equipment
110-44415-931	<u>\$ 75,048.00</u>	Recreation - Maintenance Shop - Park Improvements	Kimley-Horn & Associates, Inc
	\$ 1,759,527.00	Total	

2) Rebudget State Street Aid Fund Outstanding Purchase Orders @ 6/30/23

Materials/Equipment/Services not received by 6/30/23

Increase Revenues

121-37110	\$ 202,185.00	Prior Year Revenue
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Increase Expenditures

121-43100-290	12,823.00	State Street Aid - Other Services	Columbia Power & Water Syster
121-43100-941	<u>\$ 189,362.00</u>	State Street Aid - Machinery and Equip	Versalift
	\$ 202,185.00	Total	

3) Rebudget Sanitation Aid Fund Outstanding Purchase Orders @ 6/30/23

Materials/Equipment/Services not received by 6/30/23

Increase Revenues

127-37110	\$ 360,094.00	Prior Year Revenue
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Increase Expenditures

127-43230-941	<u>\$ 360,094.00</u>	Sanitation - Machinery, Equipment And Auto	Stringfellow Inc
	\$ 360,094.00	Total	

4) Rebudget Capital Projects Fund Outstanding Purchase Orders @ 6/30/23

Materials/Equipment/Services not received by 6/30/23

Increase Revenues

311-37110	\$ 1,013,284.00	Prior Year Revenue
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Increase Expenditures

311-41320-930	417,705.00	South Garden Streetscape - Improvements Other Than Bu	Adams Contracting, LLC
311-41320-930	135,264.00	South Garden Streetscape - Improvements Other Than Bu	Ragan Smith & Associates Inc
311-41850-923	36,434.00	Bridge Improvements - Bridge Improvements	Barge Design Solutions, Inc
311-41850-923	48,275.00	Bridge Improvements - Bridge Improvements	Barge Design Solutions, Inc
311-41850-936	49,122.00	Parking Garage - Parking Garage Improvements	Morrison Engineering LLC
311-42210-920	78,908.00	Fire Administration - Buildings	Nuber Architecture LLC
311-43100-934	40,088.00	STBG Projects - Project US-31/US-412	Gresham Smith & Partners
311-43100-934	<u>\$ 207,488.00</u>	STBG Projects - Project US-31/US-412	Gresham Smith & Partners
	\$ 1,013,284.00	Total	

5) Rebudget Wastewater (Sewer) Fund Outstanding Purchase Orders @ 6/30/23

Materials/Equipment/Services not received by 6/30/23

Increase Revenues

412-37110 \$ 3,023,451.00 Prior Year Revenue

Increase Expenditures

412-52211-941	\$ 113,709.00	Sewer Line Maintenance - Machinery, Equipment And A	Cumberland International
412-52212-269	\$ 24,377.00	Pumping Station - Maint/Repair Other	Cumberland Machine Co Inc
412-52212-269	\$ 49,663.00	Pumping Station - Maint/Repair Other	Cumberland Machine Co Inc
412-52212-269	\$ 13,018.00	Pumping Station - Maint/Repair Other	Guthrie Sales & Service Inc
412-52212-340	\$ 17,205.00	Pumping Station - Maint\Repair Supplies Other	Cumberland Machine Co Inc
412-52212-340	\$ 19,704.00	Pumping Station - Maint\Repair Supplies Other	John Bouchard & Sons Co Inc
412-52212-931	\$ 1,218,500.00	Pumping Station - Pumping Station Projects	J R Wauford & Co Cons Eng, Ir
412-52213-269	\$ 7,950.00	Sewer Treatment Plant - Maint/Repair Other	Columbia Machine Works
412-52213-269	\$ 11,417.00	Sewer Treatment Plant - Maint/Repair Other	Applied Industrial Technologie
412-52213-269	\$ 16,117.00	Sewer Treatment Plant - Maint/Repair Other	BCV Systems LLC
412-52213-921	\$ 1,040,785.00	Sewer Treatment Plant - Plant Impr	Judy Construction Company
412-52213-930	\$ 447,000.00	Sewer Treatment Plant - Improve Other Than Buildings	J R Wauford & Co Cons Eng, Ir
412-52215-250	\$ 20,000.00	Sewer Rehabilitation - Professional Services	J R Wauford & Co Cons Eng, Ir
412-52215-930	\$ 15,211.00	Sewer Rehabilitation - Improve Other Than Buildings	J R Wauford & Co Cons Eng, Ir
412-52215-930	<u>\$ 8,795.00</u>	Sewer Rehabilitation - Improve Other Than Buildings	J R Wauford & Co Cons Eng, Ir
	\$ 3,023,451.00	Total	

Items added for Second Consideration on 10/12/23

6) Budget funds for 2022 CDBG "Small Cities" Sidewalk Grant**Increase Revenues**

110-33231 830,150.00 2022 CDBG Grant Project

Increase Expenditures

110-41925-930	568,250.00	CDBG Grant Project - Impr Other Than Buildings
110-41925-250	243,399.00	CDBG Grant Project - Professional Fees
110-41925-290	18,501.00	CDBG Grant Project - Other

7) Budget Tourism ARP Funds**Increase Revenues**

110-33238	44,086.27	ARPA Tourism Assistance
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Increase Expenditures

110-41951-800	44,086.27	ARPA Tourism - Reserves
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8) Replenish General City Admin - Reserves**Increase Revenues**

110-37110	\$ 200,000.00	Prior Year Revenue
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Increase Expenditures

110-41900-800	\$ 200,000.00	General City Admin - Reserves
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9) Replenish Tourism Enhancement Reserves from prior year**Increase Revenues**

110-37110	\$ 699,999.00	Prior Year Revenue
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Increase Expenditures

110-41950-800	\$ 699,999.00	General City Admin - Tourism Enhancement - Reserves
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10) Budget Remaining Firefighters Park - Reserves**Increase Revenues**

110-37110	\$ 28,054.00	Prior Year Revenue
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Increase Expenditures

110-41950-810	\$ 28,054.00	General City Admin - Tourism Enhancement - FF Park Reserves
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11) Budget funds for Presidential Park

For Portrait Park Phase II

Increase Revenues

110-37110	\$ 200,000.00	Prior Year Revenue
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Increase Expenditures

110-41950-930	\$ 200,000.00	Tourism Enhancement - Improvements Other Than Building
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12) Budget funds within Detective Division for expenditures related to Sexual Offender Registry

FY 2023 balance of unexpended funds. Restricted to Sexual Offender Registry-related expenditures.

Increase Revenues

110-37110 \$ 36,060.55 Prior Year Revenue

Increase Expenditures

110-42121-324 \$ 36,060.55 Police Dept - Detectives - Sexual Offender Registry

13) Budget unexpended funds from sale of seized weapons

Must be segregated & allocated for approved law enforcement purchases.

Increase Revenues

110-37110 \$ 98,769.24 Prior Year Revenue

Increase Expenditures

110-42141-320 \$ 98,769.24 Police-Seized Weapon proceeds-Operating Supplies

14) Rebudget balance of Federal Equitable Sharing Agreement funds

Justice (DOJ) Funds

Increase Revenues

110-37110 \$ 98,930.16 Prior Year Revenue

Increase Expenditures

110-42160-800 \$ 98,930.16 Police Dept-Equitable Sharing - Reserves

Treasury (IRS) Funds

Increase Revenues

110-37110 \$ 19,262.86 Prior Year Revenue

Increase Expenditures

110-42161-800 \$ 19,262.86 Police Dept-Equitable Sharing - Reserves

15) Budget 2021 JAG Grant**Increase Revenues**

110-33203 \$ 29,270.00 2021 Byrne/JAG Grant

Increase Expenditures

110-42140-320 \$ 13,270.00 Police Department - 2021 Byrne/JAG - Operating Supplies

110-42140-321 \$ 16,000.00 Police-2021 Byrne/JAG - Controllable Assets

16) Budget 2022 JAG Grant

Increase Revenues

110-33211 \$ 3,645.00 2022 Byrne/Jag Grant

Increase Expenditures

110-42142-941 \$ 3,645.00 Police Dept - 2022 Byrne Justice Asst Grant - Machinery, Equipment & Auto

17) Budget EOM funds from prior year

Increase Revenues

110-37110 \$ 5,687.43 Prior Year Revenue

Increase Expenditures

110-42260-800 \$ 5,687.43 Fire Dept - Emergency Management - Reserves

18) Budget funds for department retirement not included in FY 24 budget

Increase Revenues

110-37110 \$ 195,779.69 Prior Year Revenue

Increase Expenditures

110-43710-143 \$ 195,779.69 Development Serv-Planning - Retirement

19) Budget funds for FY 2024 narcotics and vice vehicles/equipment

Increase Revenues

125-37110 \$ 70,000.00 Prior Year Revenue

Increase Expenditures

125-42100-941 \$ 70,000.00 Drug Fund - Machinery, Equip & Automotive

20) Rebudget funds for Iron Bridge Project - TDOT PIN 130092.00

Rebudget project balances as of July 1

Increase Revenues

311-33453 \$ 1,328,000.00 STBG Project-Iron Bridge PIN 130092.00

311-37110 \$ 374,999.48 Prior Year Revenue

Increase Expenditures

311-41850-923 \$ 1,702,999.48 General City Admin - Tourism - Improvements Other Than Building

21) Rebudget funds for Fire Station No. 1 Rehab

Rebudget project balances as of July 1

Increase Revenues

311-37110 \$ 1,324,649.50 Prior Year Revenue

Increase Expenditures

311-42210-920 \$ 1,324,649.50 Fire Administration - Buildings

22) Rebudget funds for US 31/412 - TDOT PIN

Rebudget project balances as of July 1

Increase Revenues

311-37110 \$ 6,752,391.02 Prior Year Revenue

Increase Expenditures

311-43100-934 \$ 6,752,391.02 STBG Projects - Project US-31/US-412

23) Budget funds for Air Unit repairs @ Wastewater Treatment Plant

Approved by Council on 9/14/23

Increase Revenues

412-37110 \$ 221,908.00 Retained Earnings

Increase Expenditures

412-52213-941 \$ 221,908.00 Sewer Treatment Plant - Machinery, Equipment And Auto

24) Budget carry-over funds for firing range improvements

Carry over funds from FY 2023

Increase Revenues

110-37110 \$ 219,000.00 Prior Year Revenue

Increase Expenditures

110-42150-930 \$ 219,000.00 Police-Support Services - Other Improvements

25) Budget transfer to Capital Projects for Parking Garage

Replenish General City Admin - Reserves

Increase Revenues

110-37110 675,790.00 Prior Year Revenue

Increase Expenditures

110-41900-800 \$ 675,790.00 General City Admin - Reserves

Budget transfer to Capital Projects for Parking Garage

Decrease Expenditures

110-41900-800 675,790.00 General City Admin - Reserves

Increase Expenditures

110-41900-766 \$ 675,790.00 General City Admin - Miscellaneous - Transfer to Capital Proj Fund

Budget transfer to Capital Projects for Parking Garage

Increase Revenues

311-37940 \$ 675,790.00 Transfer From General Fund

Increase Expenditures

311-41850-936 \$ 675,790.00 Parking Garage - Parking Garage Improvements

City of Columbia FY 2024 Reappropriations

<u>PO Number</u>		<u>Vendor Name</u>	<u>PO Date</u>	<u>PO Amount</u>	<u>Obligated</u>	<u>Liquidated</u>	<u>RA Amt</u>
PO-26013	110-41300-255	Dell Marketing L P	06/07/2023	\$7,528.22	\$0.00	\$0.00	\$7,529.00
PO-25959	110-41300-941	Ford Of Murfreesboro	03/20/2023	\$34,729.00	\$0.00	\$0.00	\$34,729.00
							\$42,258.00
BO-1417	110-41900-250	WES Engineers & Surveyors	04/19/2023	\$13,750.00	\$0.00	\$0.00	\$13,750.00
PO-25998	110-41900-290	Communications Services, Inc.	05/18/2023	\$8,668.00	\$0.00	\$0.00	\$3,750.00
PO-25998	110-41900-290	Communications Services, Inc.	05/18/2023	\$8,668.00	\$0.00	\$0.00	\$3,500.00
PO-25998	110-41900-290	Communications Services, Inc.	05/18/2023	\$8,668.00	\$0.00	\$0.00	\$1,418.00
PO-26030	110-41900-297	Maury Co Animal Shelter	06/22/2023	\$50,000.00	\$0.00	\$0.00	\$50,000.00
PO-25833	110-41900-340	Eye In The Sky	09/14/2022	\$46,045.93	\$0.00	\$0.00	\$16,046.00
PO-25919	110-41900-930	T-Square Engineering	01/11/2023	\$22,250.00	\$0.00	\$2,253.75	\$19,997.00
RA-25619	110-41900-930	Neel-Schaffer	44866	\$53,402.00	\$0.00	\$33,801.69	\$19,601.00
RC-1290	110-41920-250	PM Environmental, Inc	44868	\$112,243.00	\$0.00	\$69,429.82	\$42,814.00
PO-25961	110-41950-930	Jennifer Grisham	03/20/2023	\$85,000.00	\$0.00	\$56,666.00	\$28,334.00
RA-25737	110-41950-930	Jennifer Grisham	44866	\$56,667.00	\$0.00	\$28,333.00	\$28,334.00
RB-25215	110-41950-930	Cyril Stewart	44868	\$3,500.00	\$0.00	\$0.00	\$3,500.00
							\$231,044.00
PO-25981	110-42110-800	Midsouth Barndominiums	04/20/2023	\$100,675.00	\$0.00	\$0.00	\$100,675.00
PO-25981	110-42110-800	Midsouth Barndominiums	04/20/2023				\$111,038.00
PO-26004	110-42123-320	Accurate Law Enforcement	05/18/2023	\$15,100.00	\$0.00	\$0.00	\$15,000.00
PO-26004	110-42123-320	Accurate Law Enforcement	05/18/2023	\$15,100.00	\$0.00	\$0.00	\$100.00
PO-26005	110-42123-320	Accurate Law Enforcement	05/18/2023	\$14,975.00	\$0.00	\$0.00	\$14,875.00
PO-26005	110-42123-320	Accurate Law Enforcement	05/18/2023	\$14,975.00	\$0.00	\$0.00	\$100.00
PO-25898	110-42141-320	Gulf States Distributors Inc	12/13/2022	\$7,945.60	\$0.00	\$3,908.80	\$4,037.00
PO-26038	110-42142-941	Trikke Professional Mobility	45104	\$26,424.00	\$0.00	\$0.00	\$26,424.00
PO-25982	110-42150-255	Vigilant Solutions, LLC	04/20/2023	\$28,922.28	\$0.00	\$0.00	\$28,923.00
PO-25899	110-42150-320	Gulf States Distributors Inc	12/13/2022	\$7,026.95	\$0.00	\$2,583.00	\$3,066.00
PO-25899	110-42150-320	Gulf States Distributors Inc	12/13/2022	\$7,026.95	\$0.00	\$2,583.00	\$1,378.00
							\$305,616.00
BO-1416	110-42210-941	Sabre Industries, Inc	04/19/2023	\$188,398.00	\$0.00	\$132,646.00	\$60,589.00
PO-26024	110-42220-321	Motorola Solutions Inc	06/13/2023	\$14,122.36	\$0.00	\$0.00	\$14,123.00
EO-49	110-42220-326	NAFECO Inc	05/18/2023	\$16,878.00	\$0.00	\$0.00	\$10,188.00

EO-49	110-42220-326	NAFECO Inc	05/18/2023	\$16,878.00	\$0.00	\$0.00	\$6,486.00
EO-49	110-42220-326	NAFECO Inc	05/18/2023	\$16,878.00	\$0.00	\$0.00	\$204.00
PO-26025	110-42220-326	Fire Storm	06/13/2023	\$16,815.00	\$0.00	\$0.00	\$4,204.00
PO-26025	110-42220-326	Fire Storm	06/13/2023	\$16,815.00	\$0.00	\$0.00	\$8,408.00
PO-26025	110-42220-326	Fire Storm	06/13/2023	\$16,815.00	\$0.00	\$0.00	\$4,204.00
PO-26023	110-42220-941	Native Instinct LLC	06/12/2023	\$104,444.21	\$0.00	\$0.00	\$104,445.00
RA-25731	110-42220-941	Southeast Apparatus Llc	44866	\$306,615.00	\$0.00	\$0.00	\$306,615.00
							\$519,466.00
RA-25618	110-43110-920	Lose Design - Lose & Associates, Inc	44868	\$257,767.00	\$0.00	\$140,688.53	\$117,079.00
PO-25866	110-43120-930	Columbia Oil Company Inc	10/21/2022	\$67,899.00	\$0.00	\$0.00	\$67,899.00
PO-25830	110-43120-941	Viking Cives Midwest	09/14/2022	\$303,163.64	\$0.00	\$0.00	\$303,164.00
PO-25867	110-43120-941	Viking Cives Midwest	10/25/2022	\$55,273.00	\$0.00	\$0.00	\$12,530.00
PO-25867	110-43120-941	Viking Cives Midwest	10/25/2022	\$55,273.00	\$0.00	\$0.00	\$1,055.00
PO-25867	110-43120-941	Viking Cives Midwest	10/25/2022	\$55,273.00	\$0.00	\$0.00	\$11,527.00
PO-25867	110-43120-941	Viking Cives Midwest	10/25/2022	\$55,273.00	\$0.00	\$0.00	\$25,607.00
PO-25867	110-43120-941	Viking Cives Midwest	10/25/2022	\$55,273.00	\$0.00	\$0.00	\$4,554.00
PO-25990	110-43120-941	Thompson Machinery	05/03/2023	\$5,980.00	\$0.00	\$0.00	\$5,980.00
							\$549,395.00
PO-25833	110-43710-340	Eye In The Sky	09/14/2022	\$46,045.93	\$0.00	\$0.00	\$30,000.00
							\$30,000.00
PO-26011	110-44410-320	Crane Fitness Equipment	06/06/2023	\$6,700.00	\$0.00	\$0.00	\$6,700.00
PO-25987	110-44415-931	Kimley-Horn & Associates, Inc	05/03/2023	\$79,800.00	\$0.00	\$4,752.00	\$75,048.00
							\$81,748.00
PO-25992	121-43100-290	Columbia Power & Water Systems	05/03/2023	\$12,822.71	\$0.00	\$0.00	\$12,823.00
RA-25730	121-43100-941	Versalift	44875	\$189,362.00	\$0.00	\$0.00	\$189,362.00
							\$202,185.00
RA-25660	127-43230-941	Stringfellow Inc	44875	\$360,094.00	\$0.00	\$0.00	\$360,094.00
							\$360,094.00
PO-25861	311-41320-930	Adams Contracting, LLC	10/18/2022	\$2,132,231.75	\$0.00	\$1,714,527.61	\$417,705.00
PO-25874	311-41320-930	Ragan Smith & Associates Inc	11/08/2022	\$168,000.00	\$0.00	\$32,736.55	\$135,264.00
RB-25371	311-41850-923	Barge Design Solutions, Inc	44875	\$125,730.00	\$0.00	\$41,021.52	\$36,434.00

RB-25371	311-41850-923	Barge Design Solutions, Inc	44875	\$125,730.00	\$0.00	\$41,021.52	\$48,275.00
RA-25699	311-41850-936	Morrison Engineering LLC	44875	\$49,122.00	\$0.00	\$0.00	\$49,122.00
PO-25817	311-42210-920	Nuber Architecture LLC	08/19/2022	\$175,350.00	\$0.00	\$0.00	\$78,908.00
RD-24909	311-43100-934	Gresham Smith & Partners	44875	\$268,812.00	\$0.00	\$21,236.80	\$40,088.00
RD-24909	311-43100-934	Gresham Smith & Partners	44875	\$268,812.00	\$0.00	\$21,236.80	\$207,488.00
							\$1,013,284.00
PO-25841	412-52211-941	Cumberland International	09/16/2022	\$113,708.52	\$0.00	\$0.00	\$113,709.00
EO-44	412-52212-269	Cumberland Machine Co Inc	05/03/2023	\$24,376.65	\$0.00	\$0.00	\$24,377.00
EO-46	412-52212-269	Cumberland Machine Co Inc	05/03/2023	\$49,662.52	\$0.00	\$0.00	\$49,663.00
EO-50	412-52212-269	Guthrie Sales & Service Inc	06/06/2023	\$13,018.00	\$0.00	\$0.00	\$13,018.00
EO-54	412-52212-340	Cumberland Machine Co Inc	06/29/2023	\$17,205.00	\$0.00	\$0.00	\$17,205.00
PO-25934	412-52212-340	John Bouchard & Sons Co Inc	01/31/2023	\$19,703.30	\$0.00	\$0.00	\$19,704.00
PO-26015	412-52212-931	J R Wauford & Co Cons Eng, Inc	06/07/2023	\$1,250,000.00	\$0.00	\$31,500.00	\$1,218,500.00
EO-52	412-52213-269	Columbia Machine Works	06/22/2023	\$7,950.00	\$0.00	\$0.00	\$7,950.00
EO-55	412-52213-269	Applied Industrial Technologies	06/29/2023	\$11,416.34	\$0.00	\$0.00	\$11,417.00
PO-26032	412-52213-269	BCV Systems LLC	06/22/2023	\$16,117.00	\$0.00	\$0.00	\$16,117.00
PO-26012	412-52213-921	Judy Construction Company	06/06/2023	\$1,221,000.00	\$0.00	\$180,215.00	\$1,040,785.00
RB-25500	412-52213-930	J R Wauford & Co Cons Eng, Inc		\$1,440,000.00		\$993,000.00	\$447,000.00
BO-1410	412-52215-250	J R Wauford & Co Cons Eng, Inc	01/11/2023	\$80,000.00	\$0.00	\$60,000.00	\$20,000.00
RD-24784	412-52215-930	J R Wauford & Co Cons Eng, Inc	44875	\$100,611.00	\$0.00	\$85,400.00	\$15,211.00
RD-24961	412-52215-930	J R Wauford & Co Cons Eng, Inc	44875	\$8,795.00	\$0.00	\$0.00	\$8,795.00
RB-1327	412-52215-937	SBW Constructors, LLC	44867	\$1,020,667.00	\$0.00	\$806,980.36	\$0.00
							\$3,023,451.00
Grand Total							\$6,358,541.00

FY 2024 Budget Summary - AA#1

10/12/2023						
		SERVICES &		CAPITAL	DEBT	AA#1
Departments	PERSONNEL	SUPPLIES	TRANSFERS	OUTLAY	SERVICE	FY 2024
City Council	\$89,937	\$355,900	\$0	\$0	\$0	\$445,837
Legal Services	\$61,460	\$217,100	\$0	\$0	\$0	\$278,560
Management Info Systems	\$349,433	\$283,629	\$0	\$495,729	\$0	\$1,128,791
City Manager	\$472,107	\$301,888	\$0	\$0	\$0	\$773,995
Finance & City Recorder	\$1,064,515	\$60,398	\$0	\$0	\$0	\$1,124,913
Human Resources	\$253,588	\$30,365	\$0	\$0	\$0	\$283,953
General City Admin	\$1,669,574	\$4,447,855	\$4,738,157	\$2,110,830	\$0	\$12,966,416
Police	\$9,859,324	\$2,178,067	\$0	\$837,294	\$0	\$12,874,685
Fire	\$8,267,603	\$883,513	\$0	\$824,560	\$0	\$9,975,676
Streets & Maintenance	\$3,128,560	\$684,955	\$0	\$2,087,895	\$0	\$5,901,410
Development Services	\$1,963,944	\$439,520	\$0	\$30,000	\$0	\$2,433,464
Parks & Recreation	<u>\$2,249,673</u>	<u>\$617,039</u>	<u>\$0</u>	<u>\$785,048</u>	<u>\$0</u>	<u>\$3,651,760</u>
Total General Fund	\$29,429,717	\$10,500,229	\$4,738,157	\$7,171,356	\$0	\$51,839,459
State Street Aid Fund	\$0	\$1,826,823	\$75,000	\$269,362	\$0	\$2,171,185
N&V Chief's Fund	\$0	\$90,000	\$0	\$0	\$0	\$90,000
Street & Transportation Fund	\$0	\$75,100	\$0	\$0	\$0	\$75,100
Drug Fund	\$0	\$61,053	\$40,000	\$70,000	\$0	\$171,053
Solid Waste (Sanitation) Fund	\$1,785,195	\$2,245,178	\$75,993	\$760,094	\$0	\$4,866,460
Debt Service Fund	\$0	\$0	\$0	\$0	\$1,614,410	\$1,614,410
Capital Projects Fund	\$0	\$0	\$0	\$14,422,143	\$0	\$14,422,143
Wastewater (Sewer) Fund	<u>\$3,726,603</u>	<u>\$5,303,476</u>	<u>\$0</u>	<u>\$12,742,908</u>	<u>\$3,906,934</u>	<u>\$25,679,921</u>
Grand Total	\$34,941,516	\$20,101,860	\$4,929,150	\$35,435,863	\$5,521,344	\$100,929,732



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4477 - AN ORDINANCE TO AMEND TITLE 18, CHAPTER 2, SECTIONS 18-208(2) AND 18-209(5)(f) OF THE COLUMBIA MUNICIPAL CODE BY ADDING A PARAGRAPH TO TITLE 18, CHAPTER 2, SECTION 18-208(2) AND BY DELETING TITLE 18, CHAPTER 2, SECTION 18-209(5)(f) IN ITS ENTIRETY AND REPLACING SUCH SECTION WITH A NEW TITLE 18, CHAPTER 2, SECTION 18-209(5)(f)

RECOMMENDATION: Defer Ordinance No. 4477 on second consideration.

INFORMATION: The City of Columbia Wastewater Department seeks to update its Municipal Code with respect to the provisions related to sewage to address the availability of sewer services in the event of annexations and to address increased costs of plant operations and sludge disposal contracts.

The Public Hearing for this item was not run, resulting in the need to defer the Ordinance on second consideration and establish November 9, 2023 as the date of Public Hearing.

AN ORDINANCE TO AMEND TITLE 18, CHAPTER 2, SECTIONS 18-208(2) AND 18-209(5)(f) OF THE COLUMBIA MUNICIPAL CODE BY ADDING A PARAGRAPH TO TITLE 18, CHAPTER 2 SECTION 18-208(2) AND BY DELETING TITLE 18, CHAPTER 2, SECTION 18-209(5)(f) IN ITS ENTIRETY AND REPLACING SUCH SECTION WITH A NEW TITLE 18, CHAPTER 2, SECTION 18-209(5)(f)

WHEREAS, it is the desire of the City of Columbia to update its Municipal Code with respect to the provisions related to sewage to address the availability of sewer services in the event of annexations and to address increased costs of plant operations and sludge disposal contracts.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1. That Title 18, Chapter 2 Sewage, Section 18-208(2) be amended by adding the following new paragraph at the end of said section.

18-208. Use of and connection to public sewers.

(2) Availability. . . .

The availability of sewer services for property and new subdivisions proposed for annexation shall be determined by the Wastewater Civil Engineer and the Wastewater Director.

Section 2. That Title 18, Chapter 2 Sewage, Section 18-209(5)(f) is hereby repealed in its entirety and replaced with the following new Title 18, Chapter 2, Section 18-209(5)(f):

18-209. Private domestic wastewater disposal.

(5) Wastewater disposal services.

(f) Hauled septage fees.

- | | |
|---|----------|
| (i) Permit application or renewal | \$37.50 |
| (ii) Vehicle registration, per vehicle | \$20.00 |
| (iii) Discharge fee per load, any quantity up to 1000 gallons | |
| (A) From inside Columbia City Limits. | \$90.00 |
| (B) From outside Columbia City Limits. | \$110.00 |
| (C) From outside Maury County | \$130.00 |
| (iv) The Director or designee may require a chemical analysis of hauled waste with associated costs billed to the hauler. Additionally, haulers shall pay surcharges in the amount necessary to recover | |

treatment costs incurred in treating extra-strength and non-compatible waste discharged as outlined in this chapter without regard to the definition of industrial user.

(v) Quantities exceeding one thousand (1,000) gallons shall be pro-rated in five hundred (500) gallon increments using the established fee schedule.

Section 3. This Ordinance is passed after a public hearing held on the ____ day of _____, 2023, with notice of said hearing being given in an official newspaper of the City of Columbia, Tennessee.

Section 4. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

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

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

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4478 - AN ORDINANCE TO ADD TITLE 18, CHAPTER 1, SECTION 18-106 TO THE COLUMBIA MUNICIPAL CODE PERTAINING TO SEWERS

RECOMMENDATION: Defer Ordinance No. 4478 on second consideration.

INFORMATION: It is the desire of the City of Columbia Wastewater Department to update its Municipal Code with respect to the provisions related to grinder pump systems under the sewer provisions of such code.

The Public Hearing for this item was not run, resulting in the need to defer the Ordinance on second consideration and establish November 9, 2023 as the date of Public Hearing.

**AN ORDINANCE TO ADD TITLE 18, CHAPTER 1, SECTION 18-106 TO THE
COLUMBIA MUNICIPAL CODE PERTAINING TO SEWERS**

WHEREAS, it is the desire of the City of Columbia to update its Municipal Code with respect to the provisions related to grinder pump systems under the sewer provisions of such code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1. That Title 18, Chapter 1, Section 18-106 be added to the Columbia Municipal Code pertaining to sewers:

18-106. Discontinuance of grinder pump systems. Grinder pump systems (low pressure sewer systems) shall not be allowed connection to the City of Columbia Wastewater system.

Parcels shall not be subdivided in such a way to force the newly-subdivided parcel(s) to require grinder pump(s) (low pressure sewer systems) for sanitary sewer access; any parcel subdivided in such a way shall not be granted sanitary sewer access.

Single grinder pumps (low pressure sanitary service) shall not be designed for any residence in the City of Columbia, except in the case of a failing septic/disposal system where sanitary sewer is determined to be immediately available to that residence according to the City of Columbia Municipal Code, or at the written consent of the Wastewater Civil Engineer and the Wastewater Director of the City of Columbia

Section 2. This Ordinance is passed after a public hearing held on the ____ day of _____, 2023, with notice of said hearing being given in an official newspaper of the City of Columbia, Tennessee.

Section 3: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

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

Paul Keltner, Development Services Director, paul@columbiatn.com, 931.560.1560

AGENDA ITEM TITLE: 2ND CONSIDERATION ON ORDINANCE NO. 4479 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REVISING THE ARDEN VILLAGE PUD MASTER PLAN AT TAX MAP 51 PARCELS 2 AND 2.05 LOCATED OFF NASHVILLE HIGHWAY AND ARDEN VILLAGE DRIVE

RECOMMENDATION: Approve Ordinance No. 4479 on second consideration.

INFORMATION: The applicant is requesting to modify the Planned Unit Development Master Plan by altering Building "A" with an additional building story. The building will consist of one commercial floor on the ground with two floors of residential above. The three-story proposal will keep in rhythm with the surrounding structures. The Architectural Design Review Team approved this item at the December 2022 meeting with conditions. The Planning Commission reviewed this request at the August 9, 2023 meeting and recommended approval with a vote of six to zero.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY
REVISING THE ARDEN VILLAGE PUD MASTER PLAN AT TAX MAP 51
PARCELS 2 AND 2.05 LOCATED OFF NASHVILLE HIGHWAY AND ARDEN
VILLAGE DRIVE.**

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 revising the Arden Village PUD Master Plan for property off Nashville Highway and Arden Village Drive, at Tax Map 51 Parcels 2 and 2.05.

Section 2: Said revised Planned Unit Development Master Plan is located in the Third Civil District 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 August, 2023, and after a public hearing held on the 12th day of October, 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 12th day of October, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

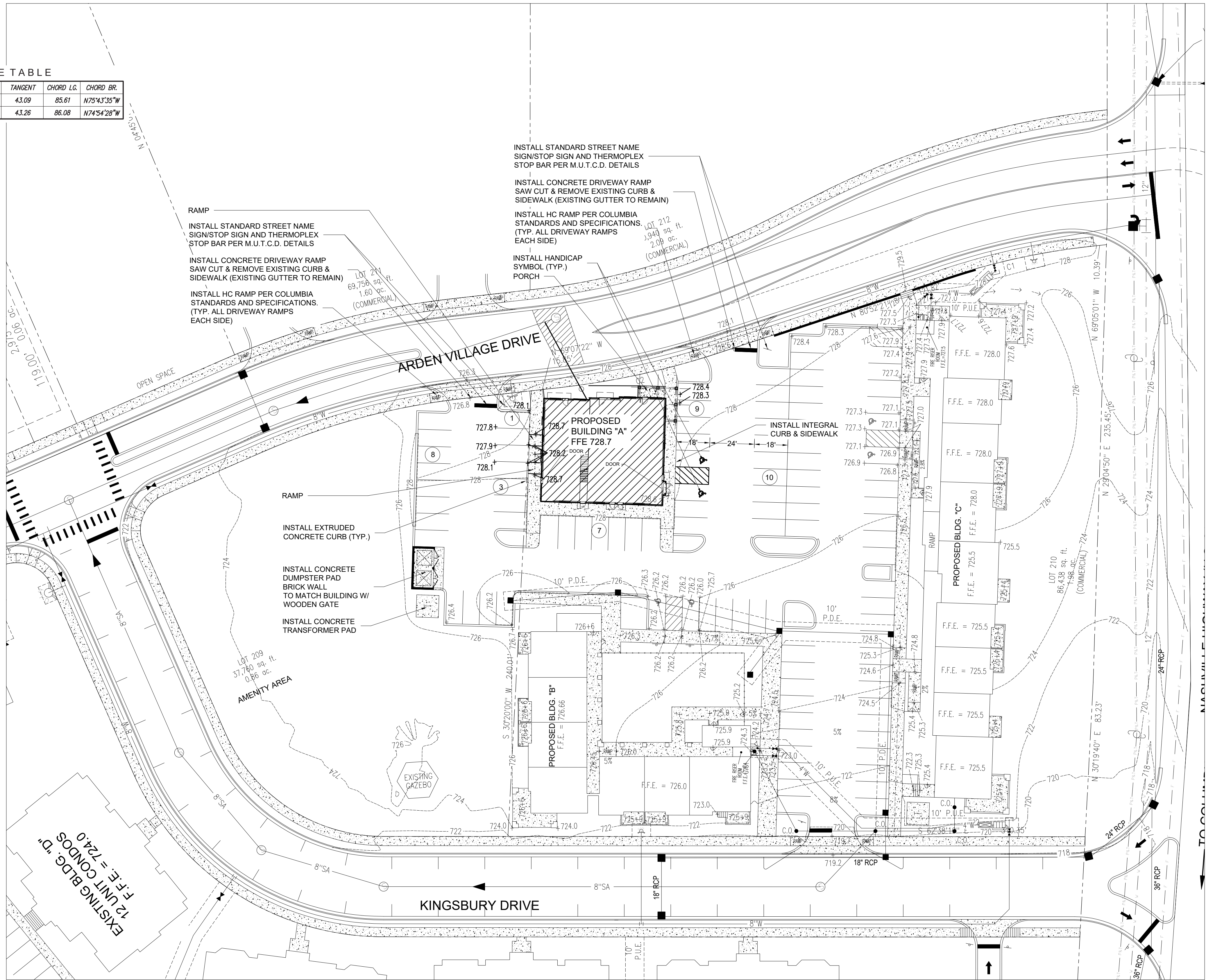
APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____

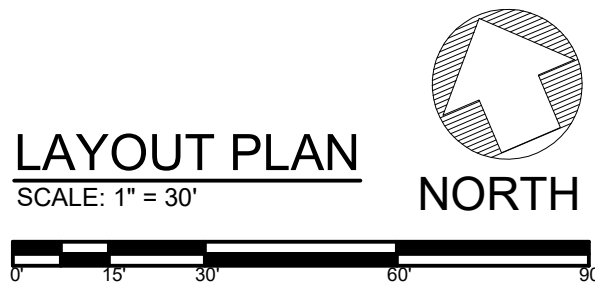
CURVE TABLE						
C #	DELTA	RADIUS	LENGTH	TANGENT	CHORD L.G.	CHORD BR.
C1	1°31'10"	370.00	85.80	43.09	85.61	N75°43'35"W
C2	1°34'11"	427.00	86.22	43.26	86.08	N74°34'28"W



- GENERAL SITE NOTES:
- DIMENSIONS SHOWN ARE TO THE FACE-OF-CURB UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL PLANS FOR EXACT DIMENSIONS AND LOCATIONS OF UTILITY SERVICE ENTRY LOCATIONS, PORCHES, RAMPS, SIDEWALKS, AND PRECISE BUILDING DIMENSIONS.
 - ALL CURB RETURN RADII TO BE A MINIMUM OF 3 FEET UNLESS NOTED OTHERWISE HEREON.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL DEBRIS, MATERIAL AND RUBBISH RESULTING FROM THE PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL PROCEDURES SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
 - THE LOCATION OF ALL PROPERTY LINES AND EXISTING UTILITIES, THE LEGAL DESCRIPTION, TOPOGRAPHIC CONTOURS, AND SPOT ELEVATIONS, AND ALL PHYSICAL FEATURES INCLUDING STRUCTURE LOCATIONS WERE PROVIDED BY: JAMES D. WEBB, PE, RLS 223 EAST JAMES CAMPBELL BOULEVARD COLUMBIA, TN 38401 PHONE: (931) 388-2329 FAX: (931) 381-6106
 - THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES (INCLUDING STORM DRAINAGE PIPES OR STRUCTURES) BEFORE COMMENCEMENT OF CONSTRUCTION.
 - THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION ISSUED BY ASC OF AMERICA, INC., AND THE SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION ISSUED BY THE U.S. DEPARTMENT OF LABOR.
 - CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES AND OBTAIN ALL PERMITS.

SEE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS

- LEGEND
- ASPHALT PAVEMENT
 - CONCRETE SIDEWALK/PAVEMENT
 - INDICATES NUMBER OF PARKING SPACES IN ROW
 - DETAIL "2" ON SHEET "C-4"
 - SSWL 4" SINGLE SOLID WHITE LINE



PARKING SUMMARY

- 94 PARKING SPACES
- 6 HANDICAP SPACES
- 100 TOTAL PARKING SPACES
- 96 REQUIRED PARKING SPACES

PARKING REQUIREMENTS

APARTMENT = 1.5 SPACE PER APARTMENT
(1.5 x 54 APARTMENTS) = 81 PARKING SPACES

3,649 S.F. OFFICE/RETAIL 1 SPACE/250 S.F. 15 SPACES

FUTURE RESERVED PARKING SPACES
MAX. 4 PARKING SPACES



BATSON & ASSOCIATES
Civil Engineering Consultants

401 HOLLOW SPRINGS DRIVE
BRENTWOOD, TENNESSEE 37027
(615) 424-4840 ● FAX (615) 370-9363
batsonengineering@comcast.net



ARDEN VILLAGE
BUILDING A
PHASE 2
LOTS 209 & 210
COLUMBIA, TN

DESCRIPTION	DATE

PROJECT NO. _____

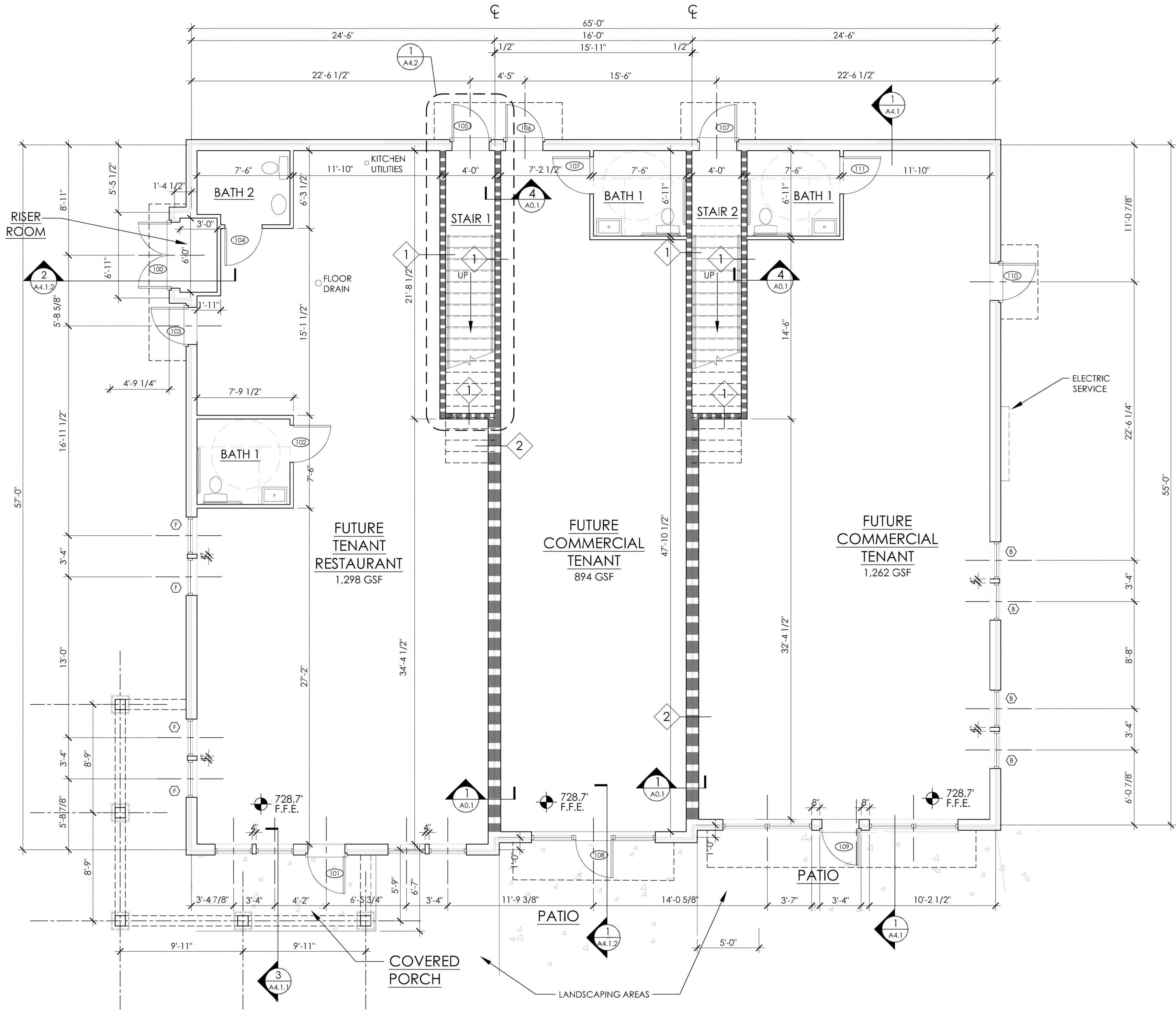
DATE _____

DRAWN BY: BH

CHECKED BY: _____

LAYOUT
PLAN

C-1



FRAMING & PLAN NOTES

1. DIMENSIONS TO OUTSIDE FACE OF CMU.
2. ALIGN CMU OR CONC. SLAB EDGE WITH OUTSIDE FACE OF STUD.
3. ALL INTERIOR WALL STUDS ARE 3 1/2" UNLESS OTHERWISE NOTED.
4. ELEVATIONS SHOWN IN ARCHITECTURAL ARE RELATIVE TO MEAN SEA LEVEL ELEVATION 0'-0". ACTUAL BUILDING ELEVATION ABOVE MEAN SEA LEVEL VARIES - REFER TO CIVIL DRAWINGS FOR ACTUAL BUILDING ELEVATION LEVELS, TYP.
5. REFER TO STRUCTURAL SLAB / FOUNDATION PLAN FOR CLARIFICATION OF SLAB AND CURB DIMENSIONS.
6. ORIENTATION OF THE BUILDING PLAN ILLUSTRATED MAY BE DIFFERENT THAN THE ORIENTATION OF THE CONSULTANT PLANS, NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
7. ALL MECHANICAL, ELECTRICAL, PLUMBING, SECURITY, UTILITY, CABLE TV, AND TELEPHONE EQUIPMENT SHALL BE INSTALLED SO AS NOT TO BE IN CONFLICT WITH ANY WINDOW OR DOOR, TYP. CENTER ELEC FIXTURES IN SPACES OR AS SHOWN ON ARCHITECTURAL PLANS.
8. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING AT ALL SIDEWALKS, PATIOS, AND PORCHES.
9. SEE STRUCTURAL DRAWINGS FOR FOUNDATION PLAN & DETAILS.

WALL LEGEND

- NEW WALL
- 1 HR. RATED WALLS
- BRICK VENEER

SEE SHEET A0.1 FOR WALL TYPES & DETAILS.

ACCESSIBILITY LEGEND - UNIT TYPE A

- 5'-7" diameter clear turning
- CLEAR FLOOR SPACE
- TURNING SPACE T-SHAPE
- DOOR MANEUVERING CLEARANCES

Purser
White
architecture

2819 Columbine Place, Ste 5
Nashville, Tennessee 37204
terry@purserwhitearch.com
www.purserwhitearch.com
629.202.4170

Regent
HOMES

7376 ALTHORP WAY
NASHVILLE, TN 37211

In the interest of continuous improvement, Regent Homes reserves the right to make modification in floor plans, exterior designs, architectural details, materials and specifications at any time without prior notice. All features, designs, and prices are subject to change without prior notice. Room dimensions are approximate and floor plans may vary with selected elevations. Please Consult working drawings for actual dimensions and information. © 2003 Regent Homes LLC.

Arden Apartments II
STACKED FLATS "BLDG A/3"
LOTS 209 & 210
2401 ARDEN VILLAGE DRIVE
COLUMBIA, TN 38401

THE DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. NO PART OF THIS DRAWING, OR ANY PART THEREOF, SHALL BE COPIED, REPRODUCED, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

NO.	REVISION/ISSUE	DATE
△	DESIGN REVIEW	05.03.2023
△		
△		
△		
△		
△		
△		

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FIRST FLOOR PLAN

A2.1

FIRST FLOOR PLAN

SCALE: 3/16" = 1'-0"

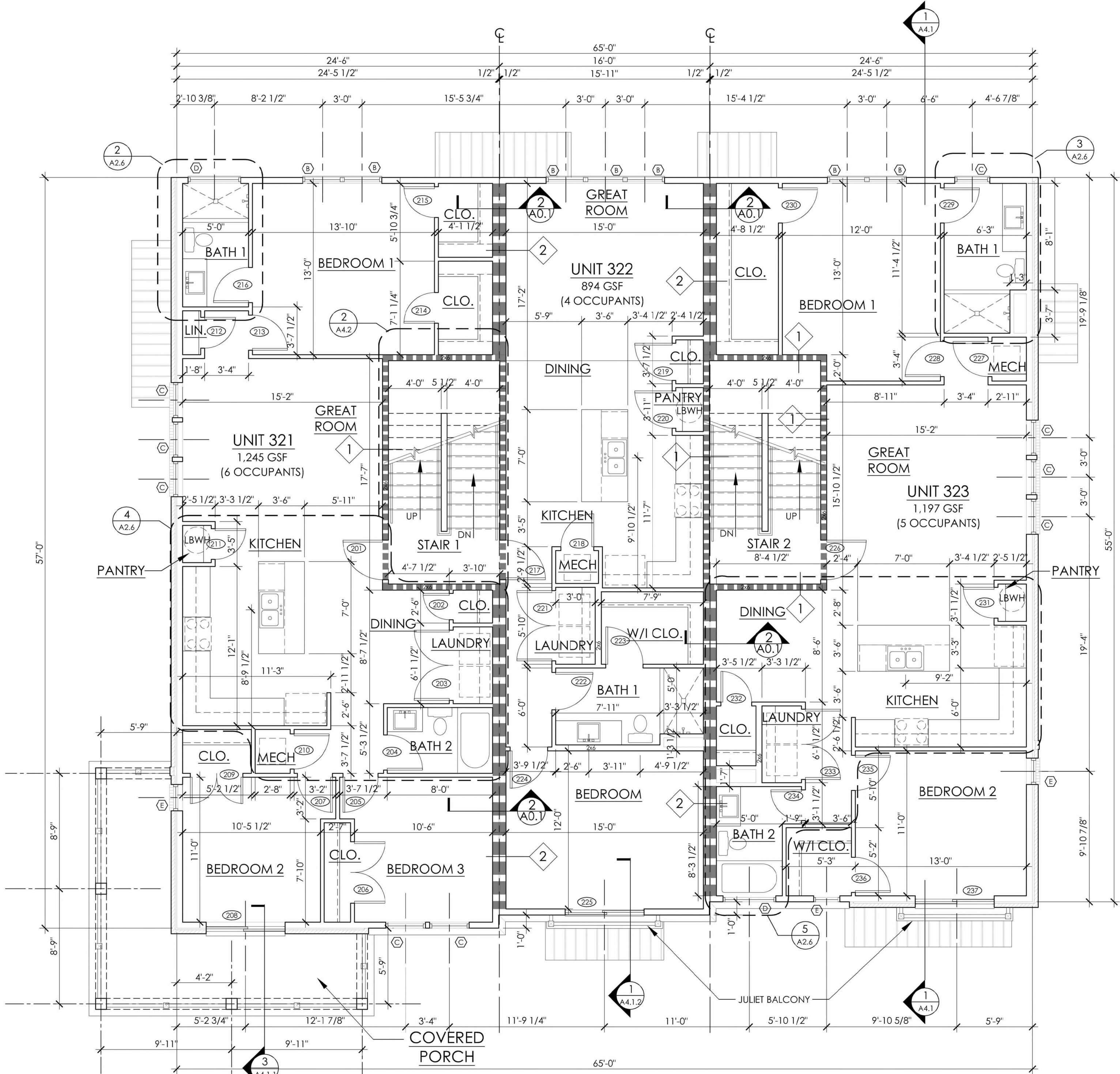
3,649 GSF (10,929 GSF BUILDING)



FRAMING & PLAN NOTES

1. DIMENSIONS TO OUTSIDE FACE OF CMU.
2. ALIGN CMU OR CONC. SLAB EDGE WITH OUTSIDE FACE OF STUD.
3. ALL INTERIOR WALL STUDS ARE 3 1/2" UNLESS OTHERWISE NOTED.
4. ELEVATIONS SHOWN IN ARCHITECTURAL ARE RELATIVE TO MEAN SEA LEVEL ELEVATION 0'-0". ACTUAL BUILDING ELEVATION ABOVE MEAN SEA LEVEL VARIES - REFER TO CIVIL DRAWINGS FOR ACTUAL BUILDING ELEVATION LEVELS, TYP.
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8. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING AT ALL SIDEWALKS, PATIOS, AND PORCHES.
9. SEE STRUCTURAL DRAWINGS FOR FOUNDATION PLAN & DETAILS.

NO.	REVISION/ISSUE	DATE
△	DESIGN REVIEW	05.03.2023
△		
△		
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SECOND FLOOR PLAN 3,640 GSF (10,929 GSF BUILDING)

SCALE: 3/16" = 1'-0"



FRAMING & PLAN NOTES

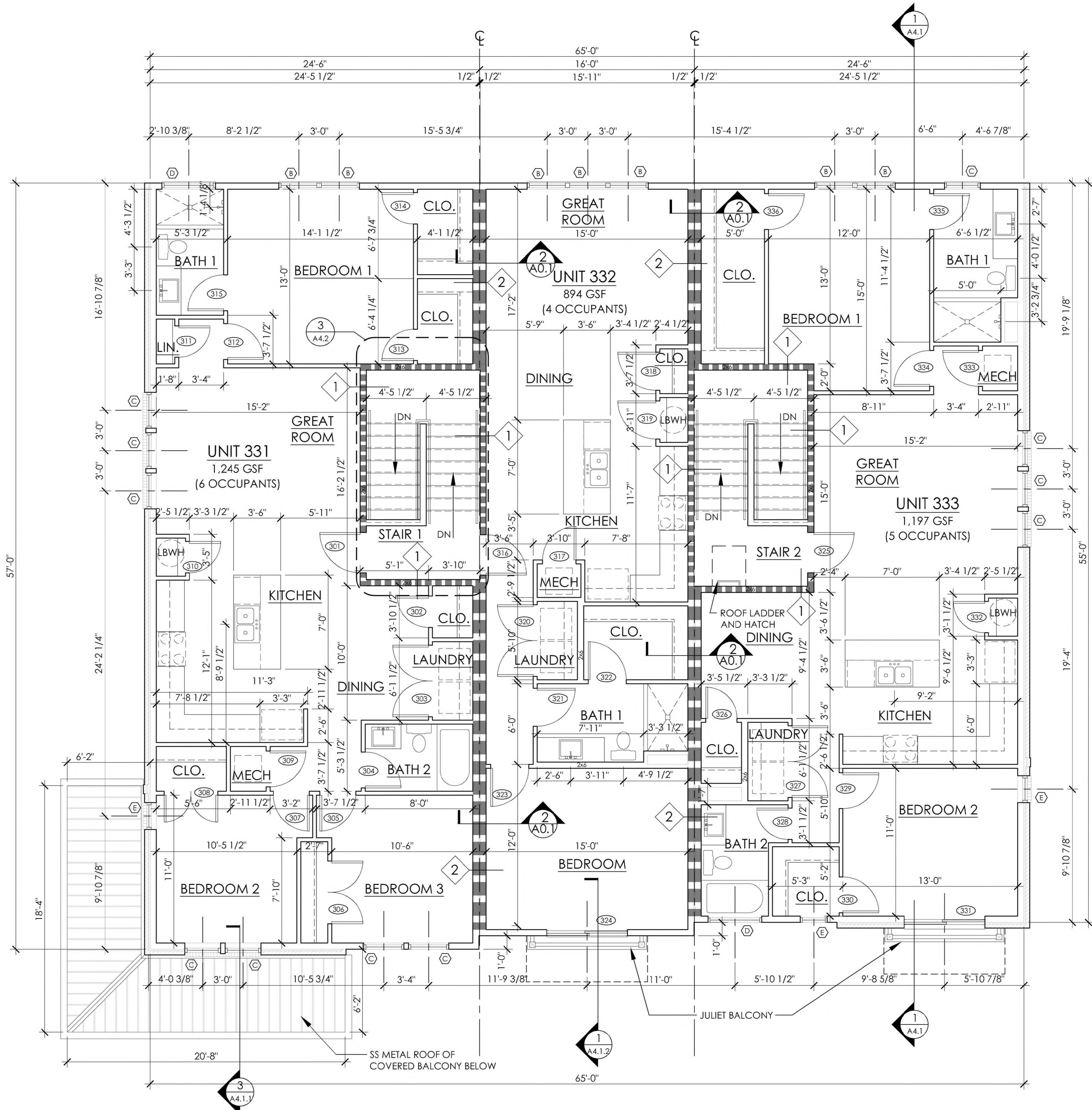
1. DIMENSIONS TO OUTSIDE FACE OF CMU.
2. ALIGN CMU OR CONC. SLAB EDGE WITH OUTSIDE FACE OF STUD.
3. ALL INTERIOR WALL STUDS ARE 3 1/2" UNLESS OTHERWISE NOTED.
4. ELEVATIONS SHOWN IN ARCHITECTURAL ARE RELATIVE TO MEAN SEA LEVEL ELEVATION 0'-0". ACTUAL BUILDING ELEVATION ABOVE MEAN SEA LEVEL VARIES - REFER TO CIVIL DRAWINGS FOR ACTUAL BUILDING ELEVATION LEVELS, TYP.
5. REFER TO STRUCTURAL SLAB / FOUNDATION PLAN FOR CLARIFICATION OF SLAB AND CURB DIMENSIONS.
6. ORIENTATION OF THE BUILDING PLAN ILLUSTRATED MAY BE DIFFERENT THAN THE ORIENTATION OF THE CONSULTANT PLANS, NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
7. ALL MECHANICAL, ELECTRICAL, PLUMBING, SECURITY, UTILITY, CABLE TV, AND TELEPHONE EQUIPMENT SHALL BE INSTALLED SO AS NOT TO BE IN CONFLICT WITH ANY WINDOW OR DOOR, TYP. CENTER ELEC FIXTURES IN SPACES OR AS SHOWN ON ARCHITECTURAL PLANS.
8. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING AT ALL SIDEWALKS, PATIOS, AND PORCHES.
9. SEE STRUCTURAL DRAWINGS FOR FOUNDATION PLAN & DETAILS.

Arden Apartments II

STACKED FLATS "BLDG A/3"
LOTS 209 & 210
2401 ARDEN VILLAGE DRIVE
COLUMBIA, TN 38401

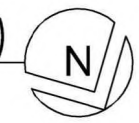
THE DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. NO PART OF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONJUNCTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE "CONCLUSIVE" EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE. AND THIS OFFICE MUST BE NOTICED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

NO.	REVISION/ISSUE	DATE
△	DESIGN REVIEW	05.03.2023
△		
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THIRD FLOOR PLAN 3,640 GSF (10,929 GSF BUILDING)

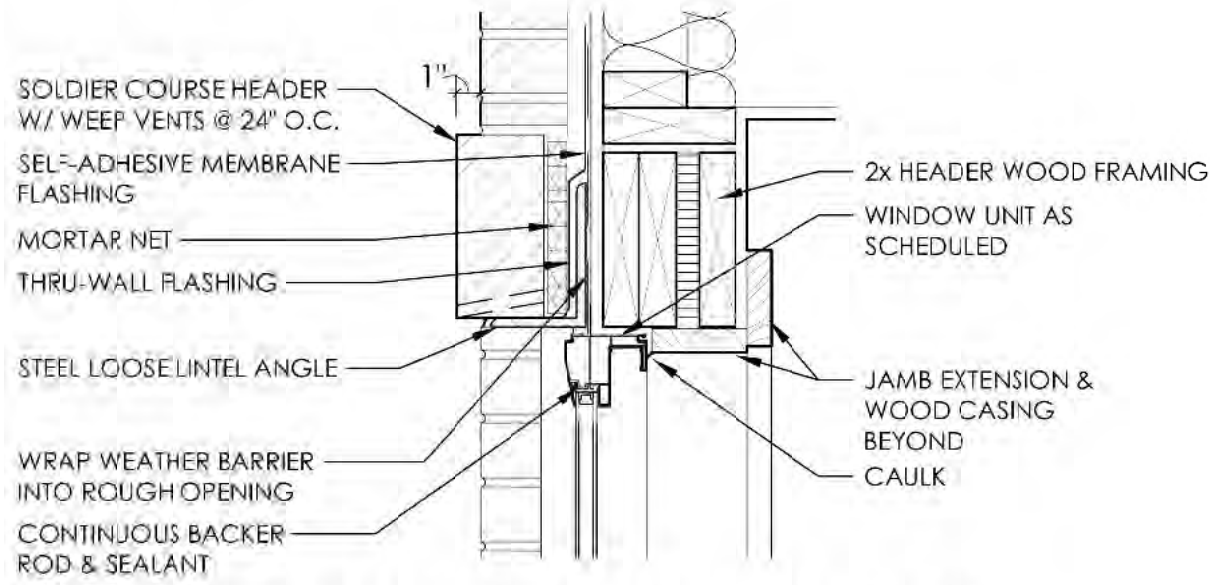
SCALE: 3/16" = 1'-0"



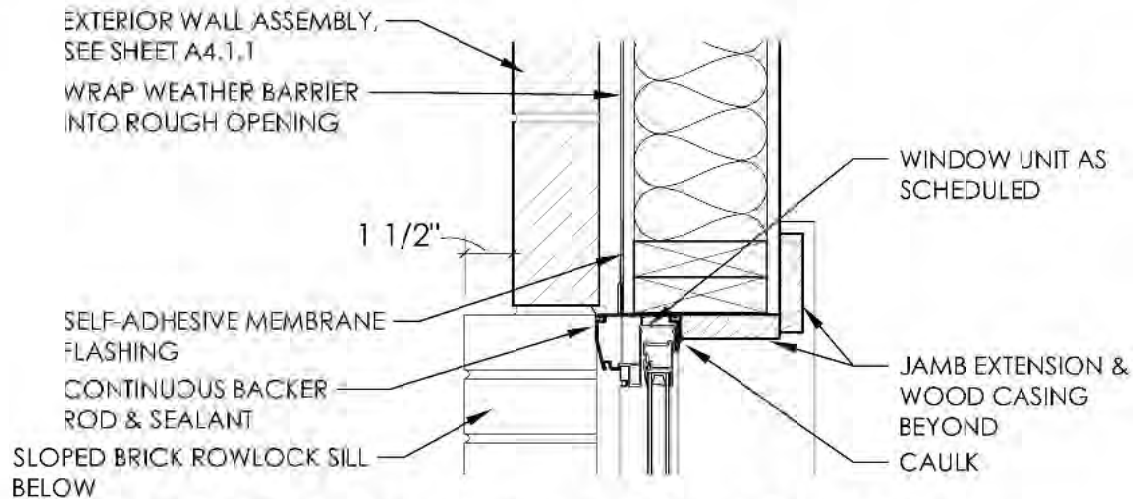
NO.	REVISION/ISSUE	DATE
△	DESIGN REVIEW	25.03.2023
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ROOF PLAN NOTES

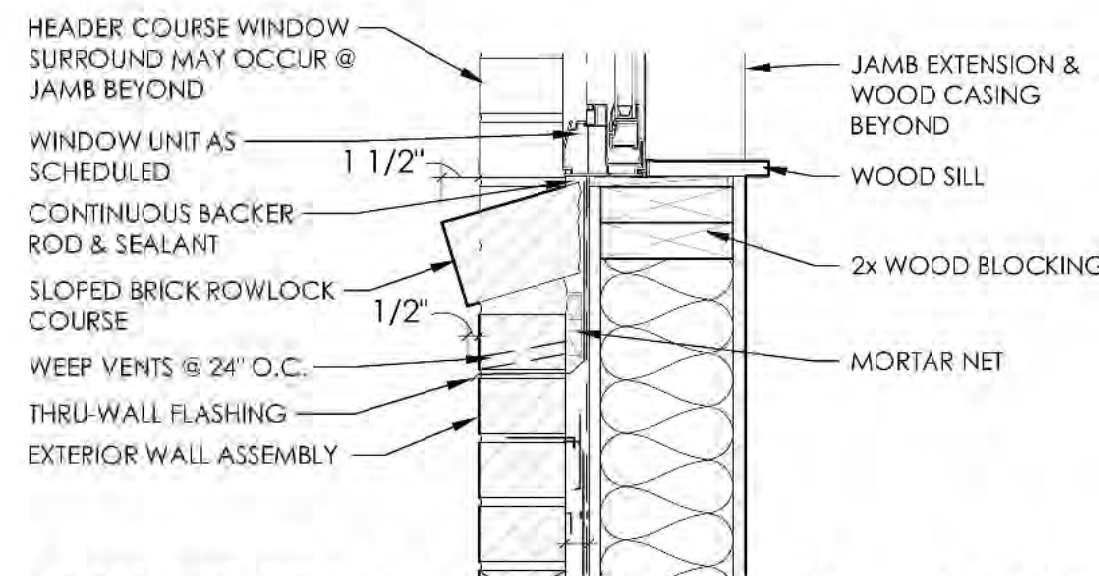
1. ROOF STRUCTURAL SYSTEM TO BE PRE-ENGINEERED TRUSSES @ 24' O.C., UNLESS OTHERWISE NOTED.
2. ROOF DESIGNED FOR 20 P.S.F. SNOW LOAD MINIMUM (CONFIRM W/ STRUCTURAL ENGINEER).
3. PROVIDE & INSTALL TPO ROOFING IN ACCORDANCE WITH THE MINIMUM IRC REQUIREMENTS OF SECTION R905.13 & PER MANUFACTURERS SPECIFICATIONS. REFER TO WALL SECTIONS FOR ADDITIONAL INFORMATION.
4. BALCONIES, LANDINGS, AND SIMILAR SURFACES EXPOSED TO WEATHER SHALL BE WATERPROOFED AND SLOPED A MINIMUM OF 1/4" PER FOOT (2%) FOR DRAINAGE.
5. ROOF SYSTEM TO BE INSTALLED PER MANUFACTURER'S INSTALLATION INSTRUCTIONS INCLUDING PERFORMANCE REQUIREMENTS AT WIND UPLIFT RESISTANCE COMPLYING WITH UL 580 FOR WIND UPLIFT RESISTANCE CLASS I-90.
6. COORDINATE LOCATION OF ALL GUTTERS WITH ARCHITECT.
7. ALL VENTS THRU ROOF TO MATCH ROOF COLOR/FINISH.
8. ALL ROOF AND PARAPET HEIGHTS ARE RELATIVE TO THE ELEVATIONS BENCHMARKS PROVIDED ON THE FLOOR PLANS AND ELEVATIONS.



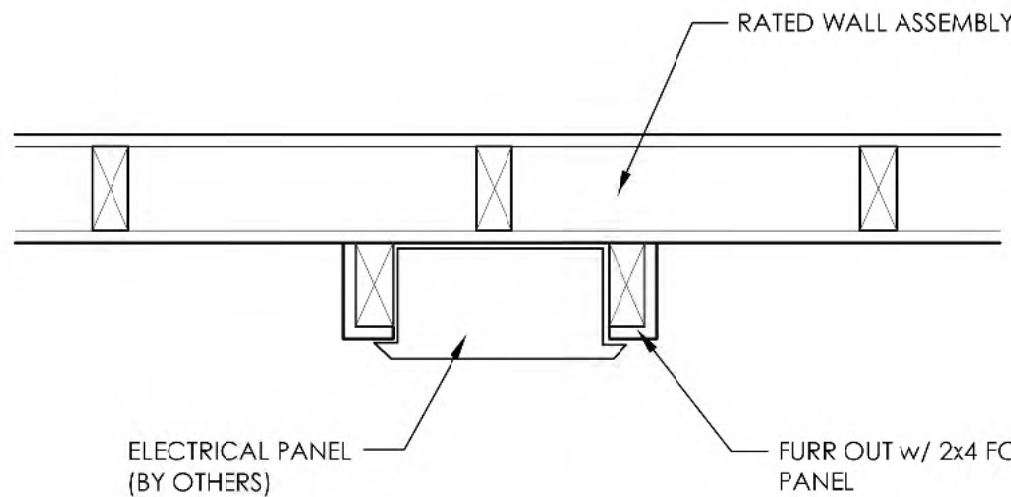
3 WINDOW HEADER DETAIL
SCALE: 1 1/2" = 1'-0"



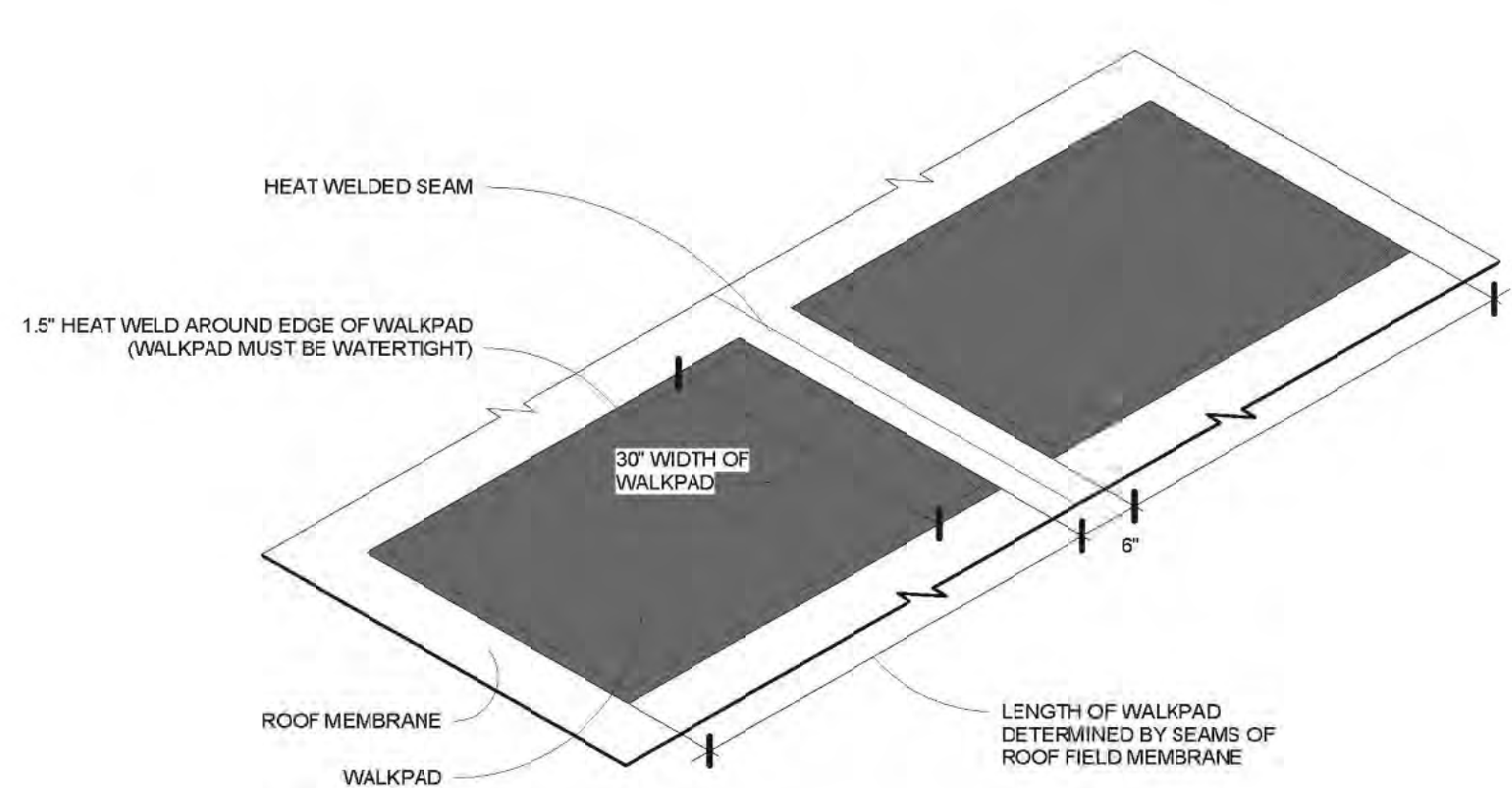
2 WINDOW JAMB DETAIL
SCALE: 1 1/2" = 1'-0"



1 WINDOW SILL DETAIL - BRICK
SCALE: 1 1/2" = 1'-0"



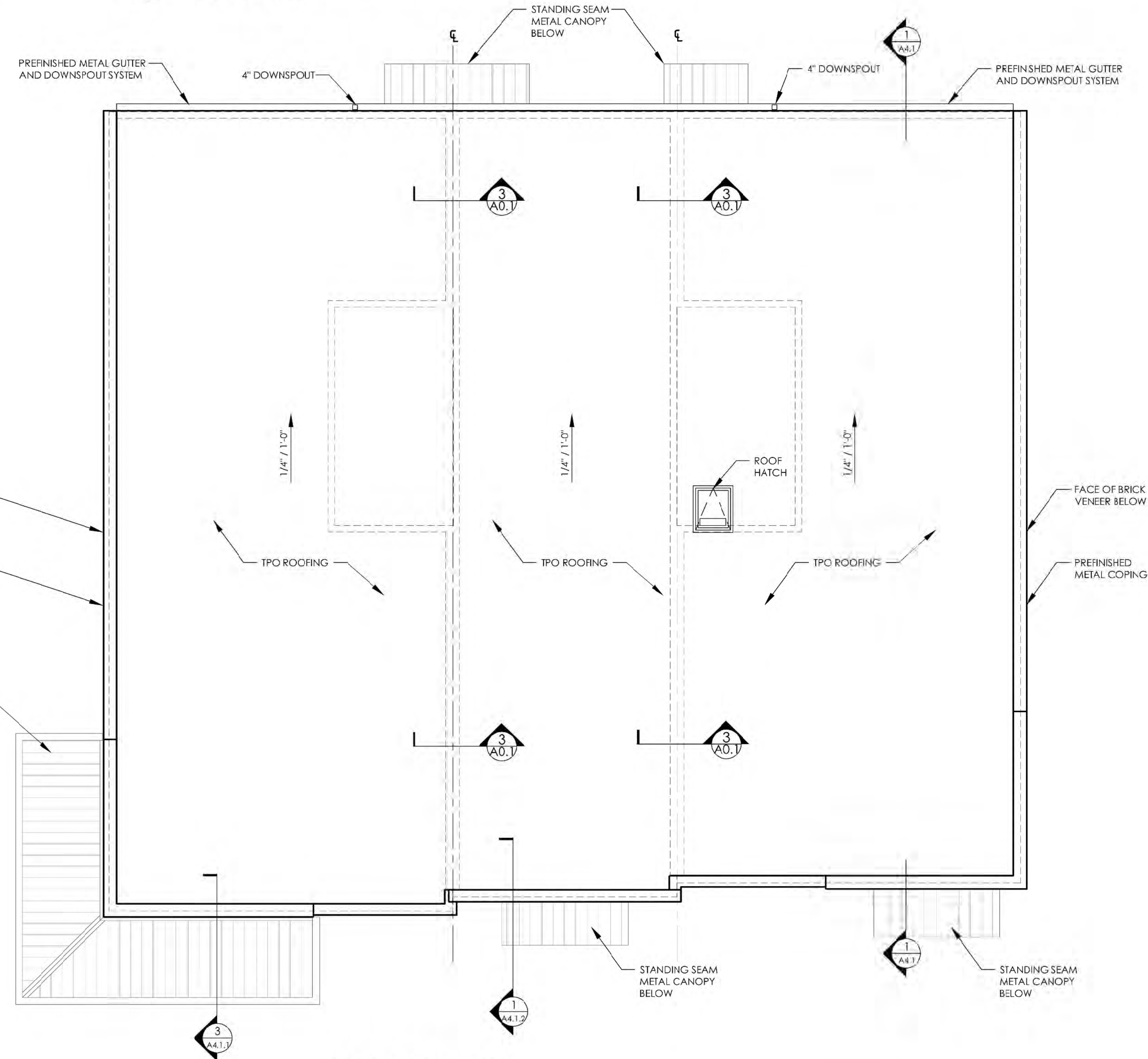
4 ELECTRICAL PANEL MOUNTING
@ RATED WALL DETAIL
SCALE: 1 1/2" = 1'-0"



NOTES:

1. WALKPADS MUST BE ALLOWED TO RELAX IN THE SUN FOR 30 MINUTES PRIOR TO INSTALLATION.
2. THE WALKPADS MUST NOT BE INSTALLED OVER FIELD SEAMS AND FASTENER ROWS AND MUST BE GAPPED FROM THESE AREAS A MINIMUM OF 6".
3. FOR INSTALLATION OF FIELD TPO, REFER TO MANUFACTURER'S INSTALLATION DRAWINGS AND INSTRUCTIONS.

5 WALKPAD DETAIL
NOT TO SCALE



ROOF PLAN
SCALE: 3/16" = 1'-0"



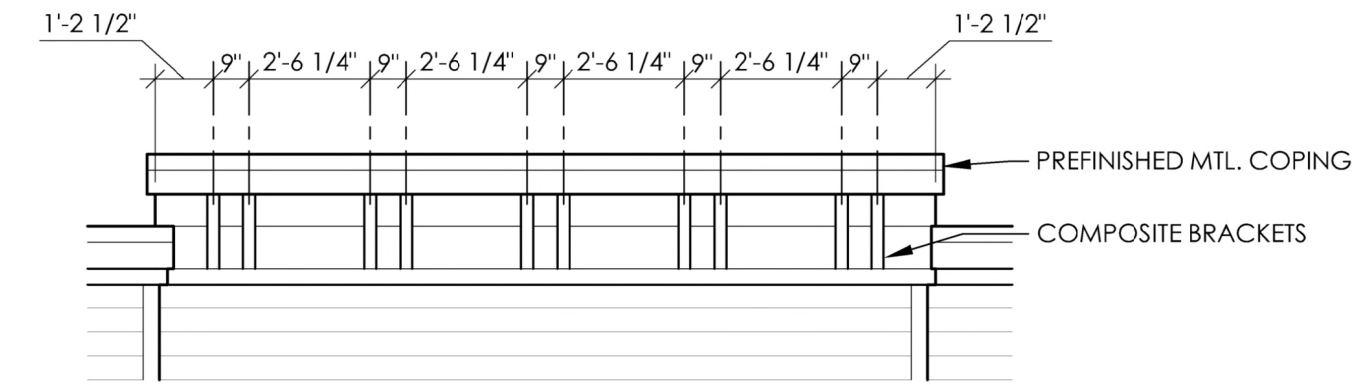
1 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



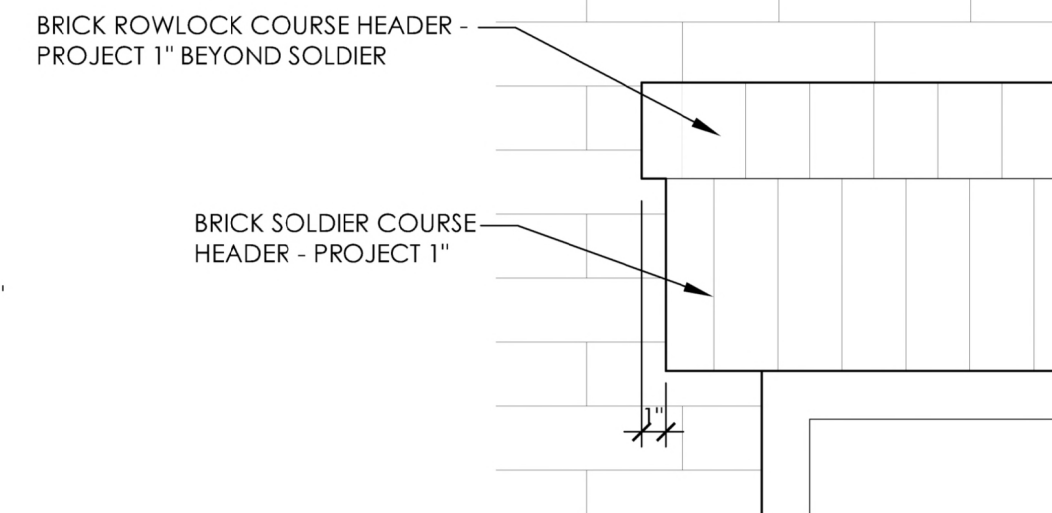
2 EAST ELEVATION
SCALE: 3/16" = 1'-0"

ELEVATION NOTES

1. ALL EXTERIOR FINISH MATERIALS TO RETURN TO AN INSIDE CORNER UNLESS OTHERWISE NOTED.
2. ALL EXTERIOR TRIM TO MATCH ADJACENT MATERIALS COLOR UNLESS OTHERWISE NOTED.
3. ALL EXTERIOR PENETRATIONS, SUCH AS VENT COVERS, LOCATIONS TO BE FINALIZED W/ ARCHITECT AND ENGINEERS. ALL PENETRATIONS AND SUBSEQUENT TRIMS TO MATCH FIELD UNLESS OTHERWISE NOTED OR CONFIRMED W/ ARCHITECT.

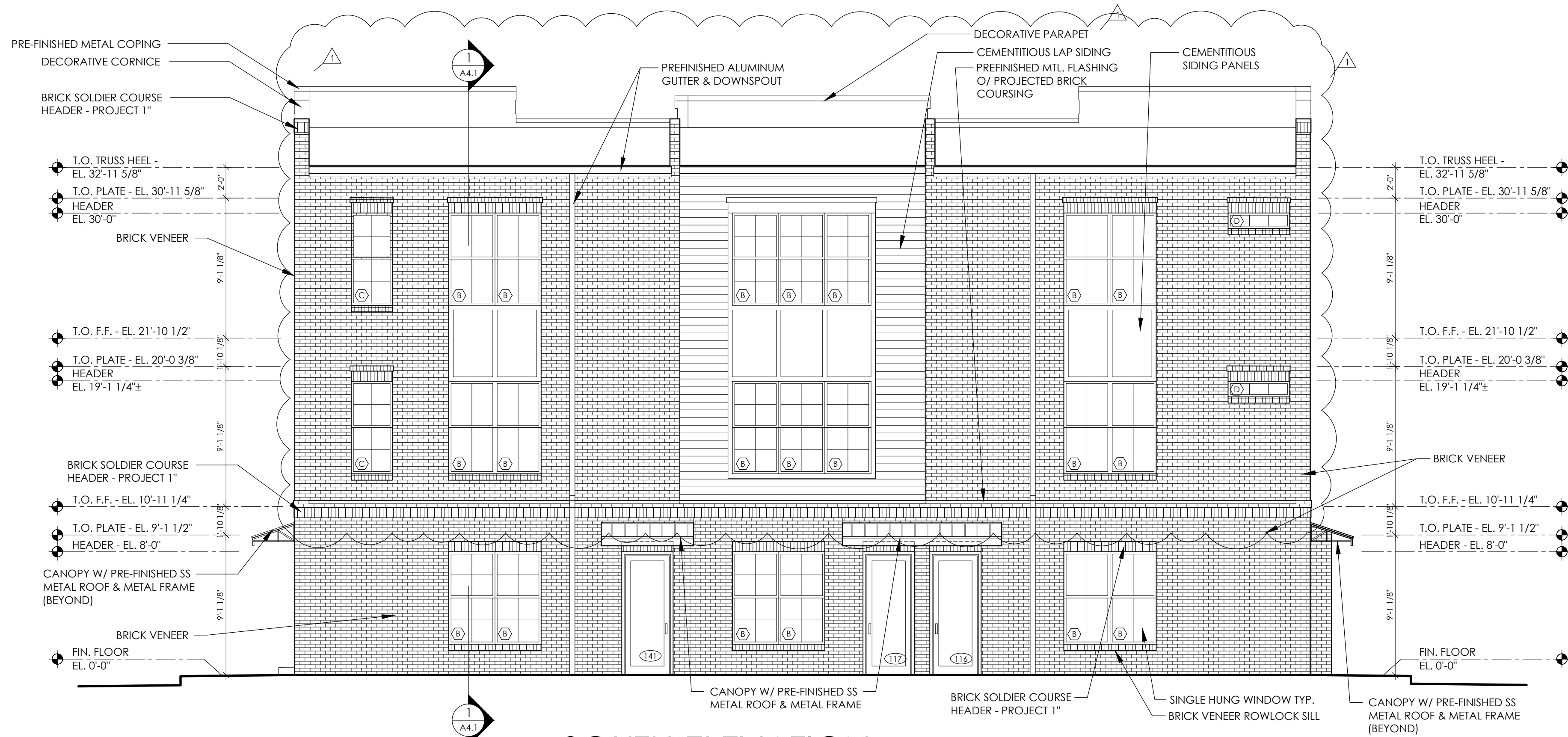


3 CORNICE DETAIL
SCALE: 1/4" = 1'-0"

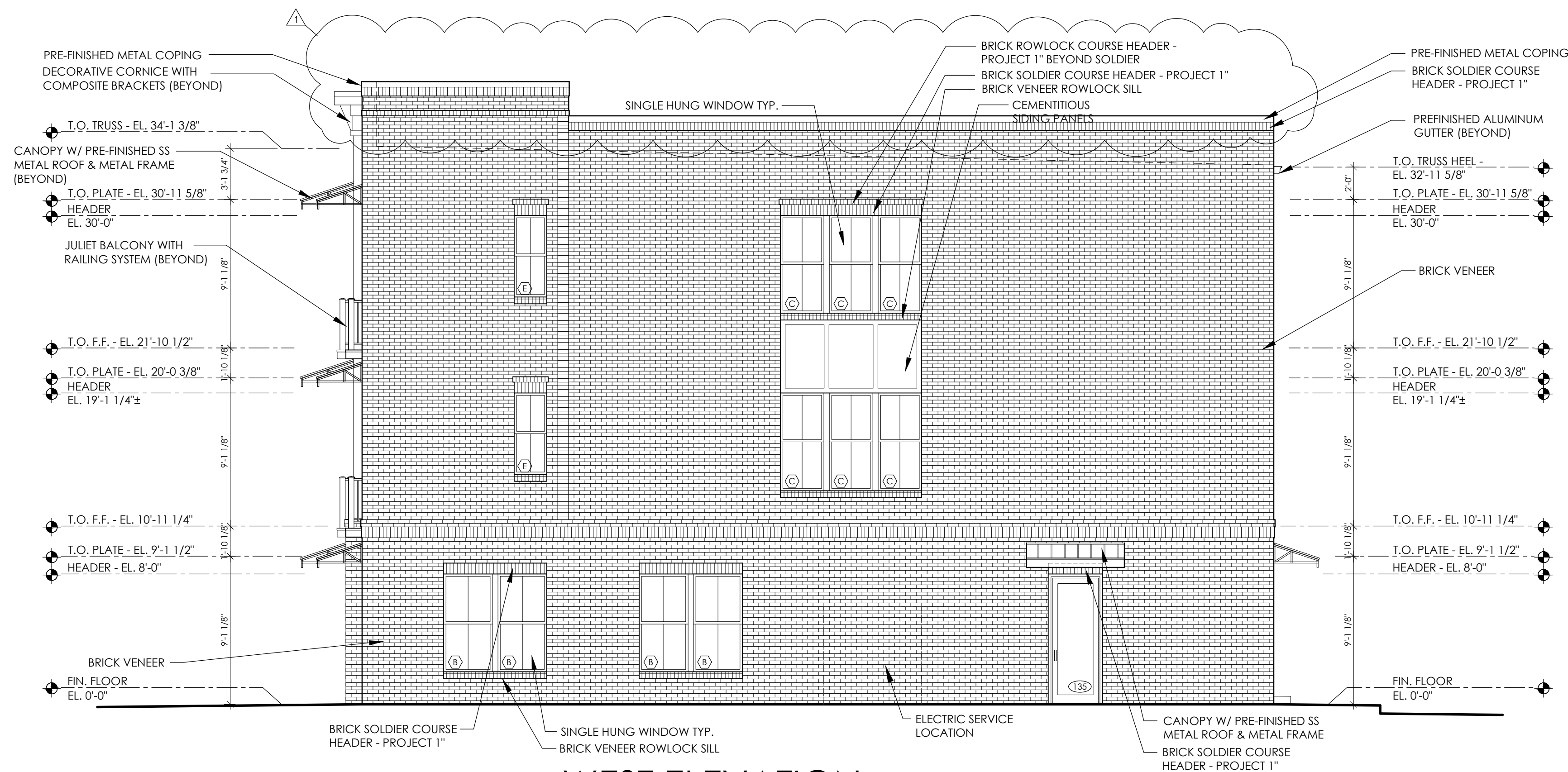


4 WINDOW HEADER DETAIL
SCALE: 1-1/2" = 1'-0"

NO.	REVISION/ISSUE	DATE
△	DESIGN REVIEW	05.03.2023
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1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



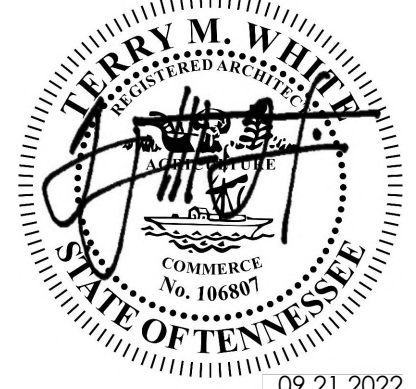
2 WEST ELEVATION
SCALE: 3/16" = 1'-0"

ELEVATION NOTES

1. ALL EXTERIOR FINISH MATERIALS TO RETURN TO AN INSIDE CORNER UNLESS OTHERWISE NOTED.
2. ALL EXTERIOR TRIM TO MATCH ADJACENT MATERIALS COLOR UNLESS OTHERWISE NOTED.
3. ALL EXTERIOR PENETRATIONS, SUCH AS VENT COVERS, LOCATIONS TO BE FINALIZED W/ ARCHITECT AND ENGINEERS. ALL PENETRATIONS AND SUBSEQUENT TRIMS TO MATCH FIELD UNLESS OTHERWISE NOTED OR CONFIRMED W/ ARCHITECT.



2819 Columbine Place
Nashville, Tennessee 37204
email: terry@LWarch.com
www.LWarch.com
330.322.3406



7376 ALTHORP WAY
NASHVILLE, TN 37211

In the interest of continuous improvement, Regent Homes reserves the right to make modification in floor plans, exterior designs, architectural details, materials and specifications at any time without prior notice. All features, designs, and prices are subject to change without prior notice. Room dimensions are approximate and floor plans may vary with selected elevations. Please Consult working drawings for actual dimensions and information. © 2003 Regent Homes LLC.

Arden Apartments II
STACKED FLATS "BLDG A/3"
LOTS 209 & 210
2401 ARDEN VILLAGE DRIVE
COLUMBIA, TN 38401

THE DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. NO PART OF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONJUNCTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE, AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

△ CHECK SET	07.22.2022
△ CHECK SET	08.08.2022
△ CONSTR DOCS	09.21.2022
△ REVISION 1 (PARAPETS)	
△	
△	
△	
△	

BUILDING
ELEVATIONS

09.21.2022

A3.2



Revisions have been made since the original ARC submittal. Please refer to design review set for correct elevations.

Arden Village Commercial

Project #:	23-0244	Location:	Tax Map 51 Parcel 2.0
Applicant:	David McGowan III	Case Type(s):	PUD Revision
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Mixed-Use

PROJECT SUMMARY

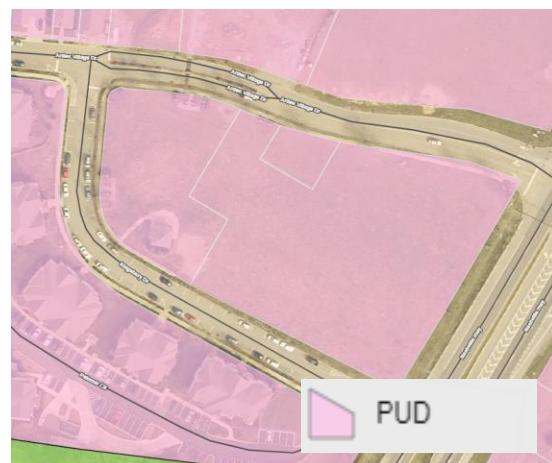
The applicant requests approval of a modified Planned Unit Development Master Plan. Specifically, the applicant proposes to modify the mix of uses. The subject property is part of a larger primarily residential development. The Master Plan calls for a two-story building with retail and office space. The applicant now proposes to construct a three-story mixed use structure featuring retail spaces on the ground floor and a total of six residential units on the upper two stories.

- The property is subject to a PUD Master Plan based on the CEG-PUD standards of the previous Zoning Ordinance. The applicant is requesting to revise the Master Plan.
- The applicant proposed a similar revision in 2022; the Planning Commission recommended denial.
- The current Master Plan was approved under Ordinance 3638, in effect between 2006 and 2022. The approvals created a vested right to develop under the standards in effect at the time.
- The Planning Commission is a **recommending body** for modifications to a PUD Master Plan which result in an increase in the number of dwelling units.
- Action on this request is a land use policy decision by Planning Commission and City Council. The Planning Commission recommended denial of the applicant's previous request to change the mix of uses in the Master Plan. At that time, the Planning Commission identified a preference to retain commercial land uses in the area. The applicant proposes that residential units and enhanced retail space are consistent with the intent of the Master Plan.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
Other PUD (CEG)	In Development	Vacant	+/- 0.11



ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Suburban Corridor	Other PUD (CEG) ¹	Vacant
North	Suburban Corridor	Other PUD (CEG)	Vacant/Live-Work
South	Suburban Corridor	Other PUD (CEG)	Multifamily
East	Suburban Corridor	Other PUD (CEG)	Multifamily
West	Suburban Neighborhood	Other PUD (CEG)	Multifamily

The subject site is part of the larger mostly residential Planned Unit Development. The current two-story commercial building was approved in December 2020.

CONSISTENCY WITH CONNECT COLUMBIA

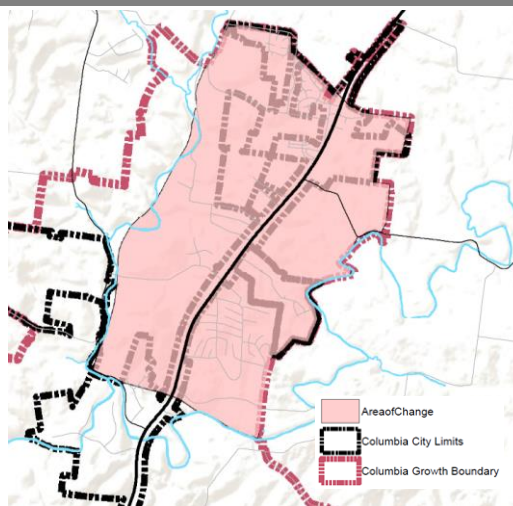
Suburban Corridor: The future land use of the subject site is Suburban Corridor. The Character Area is characterized by a mix of residential and commercial uses with intermixed and compatible civic uses. The Future Land Use Plan indicates that “the general development pattern is largely site specific” (Connect Columbia, p. 26). The specific character of the Corridor relies on the Area of Change determination. Development can take the form of single- and multi-use activity on a variety of lot sizes, depending on the surrounding development pattern (Connect Columbia, p. 26). The Character Area Matrix from page twenty-six of the Future Land Use Plan (excerpted below) is a guide to approving requests for zoning map amendments and Planned Unit Developments. The future land use classification is implemented by the CD-4C character district and PUDs.

¹ PUD designations authorized under Ordinance 3638 and previous ordinance are identified in ordinance 4400 as “Other PUDs” subject to their applicable master plans. These standards remain in effect until the PUDs are revised under the current standards. Some have no effective master plan, meaning they will eventually develop under PUD-MU standards. Others are regulated by their respective Master Plan approvals.

CHARACTER AREA MATRIX				
	Development Pattern	Zoning Category and Uses	Infrastructure	Design Standard
SUBURBAN CORRIDOR	Is the property in an Area of Change?	Residential Uses: Low Density Residential, Medium High Residential, and High Residential Districts	Not in an Area of Change: Limited new services, with mostly in-fill enhancements to existing infrastructure.	<u>Scale:</u> Buildings should be compatible with the established character of the area.
	No: The development pattern is established. Changes to overall character of the area should rarely occur. Yes: The development pattern is evolving. Changes to area are likely as development occurs. New development should blend with existing, surrounding neighborhood assets.	Public and Civic Uses: Religious, Day Care, Government, Medical, and Educational Commercial Uses: Hotels, Recreational, Restaurants, Retail, Personal Services, Self-Service Storage, Vehicle Sales and Service, and Wholesale Trade Office Uses: All office uses	Within an Area of Change: Extensions to transportation, water, sewer, and other services should be expected. New service or extensive redevelopment of existing services should be vetted and reviewed by Planning Commission and City Council as a primary element of approval.	<u>Architecture:</u> New developments should include a mix of architectural styles. Buildings should include quality materials with architectural details and features. <u>Parking:</u> Parking should be contingent on the location of the site along the transect, becoming more subordinate to buildings as urbanity increases.

AREA OF CHANGE

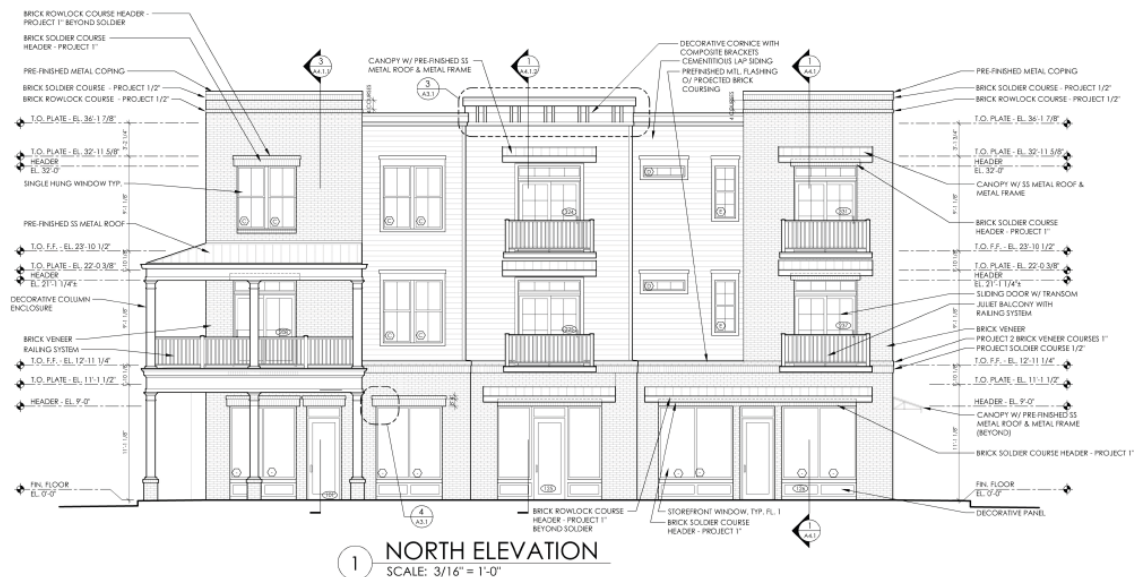
The subject site is located in an Area of Change (Connect Columbia Map 3). In 2017 the Planning Commission determined that the development pattern in the area was evolving. Changes to the area are likely, but new development should blend with existing neighborhood assets. The designation does not necessarily mean that any particular development proposal is consistent with Connect Columbia. It does mean that the Planning Commission has previously determined that in this area, the development character is not fixed and change is expected over time (Connect Columbia p. 14).



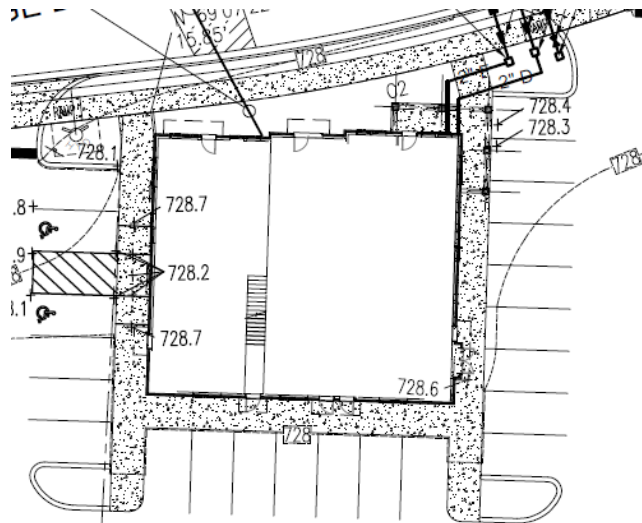
CONFORMITY WITH ZONING ORDINANCE

The change of use is the primary deviation from the previously approved Master Plan. The proposal generally conforms to the bulk and design standards of the Master Plan and the applicable ordinance (3638).

- The Architectural Design Review Team previously recommended approval of proposed elevations. The façade materials consist of fiber cement board with a brick base. The design includes decorative cornice.
- The proposed revisions increase the overall height of the building from two stories to three stories and increases the ground floor ceiling height.
- The placement of the building has not changed



The Design Review Team Recommended Approval of the Façade Design Above



The Utility Plan provided by the Applicant indicates the Placement and Footprint of the Building

REVIEW PROCESS

The Development Review Committee reviewed the proposed Preliminary Plat at its JULY 2023 meeting, as directed by § 8.3.7 of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized above.

As required by § 8.5.4 of the Zoning Ordinance, staff posted signs on the subject property, mailed letters to adjacent property owners, and published notice of the Planning Commission's meeting in newspapers of general circulation.

Section 8.5.21.2 of the Zoning Ordinance authorizes the Planning Commission to recommend approval of modifications to a Final PUD Master Plan during the period of actual Development.² Changes which result in "any increase in the number of dwelling units" must go on to City Council for approval (p.465-466).

The criteria for review are listed at § 8.5.21.2.4 (p. 466):

- a. The modification shall be limited to the minimum necessary;

² Section 9.3 of the Zoning Ordinance defines "Development" includes "making or planning for [hu]man-made changes to land" (p. 490). Although no "Actual Construction" has commenced, the applicant's ongoing activities are within the meaning of the term Development. The Planning Commission may approve minor revisions to a Master Plan during development without additional approval by City Council. The Zoning Administrator may not authorize changes administrative adjustments until after the development is complete.



- b. Strict application of the provisions of the approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan would result in practical difficulties or unnecessary hardship;
- c. There are exceptional or extraordinary circumstances or conditions applying to the land, Buildings, Structures or Uses referred to in the request for modification, which circumstances or conditions do not apply generally to other land, Buildings, Structures or uses in the same type of PUD District;
- d. The requested modification will not be detrimental to the public welfare or injurious to property or improvements in the neighborhood of the premises;
- e. Under the circumstances of the particular case, the requested modification will not adversely affect the health or safety of persons working or residing in the neighborhood of the premises;
- f. The requested modification is consistent the intent and purpose of this Ordinance, the Comprehensive Plan, and the approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan and will not adversely affect the community objectives of the Comprehensive Plan; and
- g. The requested modification will not result in any reduction of required Buffer areas or other specific open spaces required by this Ordinance and will not vary any District or Development standard applicable to the PUD under this Ordinance.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its July 2023 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** requested that the applicant clarify what has changed since the previous request to modify the Master Plan.
- **Public Works** advised the applicant of standards for public trash pickup.
- Columbia Power (**CPWS**) noted that supply chain concerns could affect the timing of any development. This is a standard comment from the utility.
- The **Office of the Fire Marshal** noted that the building will require sprinklers.
- Columbia Water System's (**CPWS**) consultant (Inflow) confirmed that water available to serve the site for general needs and fire protection. The water availability letter will expire in October 2023.
- **Maury County Schools** noted that the site is currently in the attendance zones of Spring Hill Elementary, Spring Hill Middle, and Spring Hill High School. New

construction or realignment of school attendance zones may be necessary to accommodate new students. This is a standard comment from the school system.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The decision on this request is a land use policy choice by Planning Commission and City Council. The Planning Commission recommended denial of the applicant's previous request to change the mix of uses in the Master Plan. At that time, members of Planning Commission identified a preference to retain commercial land uses in the area, which has experienced tremendous residential growth. Effectively, the Planning Commission found that criterion 8.5.21.Z.4.f of the Ordinance was not satisfied and that the requested modification was inconsistent with the intent and purpose of the approved PUD Development Master Plan and will the community objectives of the Comprehensive Plan. The applicant has provided a rationale for the modification. The applicant argues that the residential component will be compatible with the adjacent residential and live/work uses, and that the remaining retail spaces will have a more attractive design. In the applicant's view, these are enhancements to the plan which are consistent with the intent of the Master Plan.

SAMPE MOTIONS

Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.21.Z.4** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the revision to the Planned Unit Development Master Plan [*subject to technical comments and other conditions presented by planning staff*].

Approve Subject to Conditions:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.21.Z.4** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval the Preliminary Plat, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Deny:

Move to recommend denial of the requested revisions to the Planned Unit Development Master Plan having found, based on the information presented by the applicant and the

analysis provided by city staff, that the criteria listed in section **8.5.21.Z.4** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

Defer:

Move to find that there is insufficient information to make a decision, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4480 - AN ORDINANCE TO ABANDON A RIGHT-OF-WAY LOCATED AT 201 EAST 6TH STREET AND AUTHORIZE THE CONVEYANCE THUS OF SUCH PROPERTY TO MAURY COUNTY, TENNESSEE

RECOMMENDATION: Approve Ordinance No. 4480 on second consideration.

INFORMATION: Maury County Archives has requested a portion of East 6th Street right-of-way be abandoned. This request was made so the new Archive building can be built on this site.

Due diligence of this request has been completed. An Atmos natural gas line was identified in the right-of-way. The County has agreed to relocate the gas line and Atmos has concurred.

It is recommended this right-of-way request be approved for the new Archive building.

**AN ORDINANCE TO ABANDON A RIGHT-OF-WAY LOCATED AT 201 EAST
6TH STREET AND AUTHORIZE THE CONVEYANCE THUS OF SUCH
PROPERTY TO MAURY COUNTY, TENNESSEE**

WHEREAS, the City of Columbia, Tennessee, is the owner of a public right-of-way located at 201 East 6th Street; and

WHEREAS, the City of Columbia, Tennessee, no longer has any use for a portion of said right-of-way and that portion of said right-of-way should be declared surplus, abandoned and transferred to Maury County, Tennessee for the purpose of expanding the Maury County Archives.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: That the City of Columbia, Tennessee, does hereby declare surplus, abandon and relinquish all of its rights, title and interest in and to the tract of unimproved right-of-way located at 201 East 6th Street, which property is legally described in Exhibit "A" which is attached hereto and incorporated herein by reference. A location map of said right-of-way is shown in Exhibit "B" which is attached hereto and incorporated herein by reference.

Section 2: That the Mayor of the City of Columbia, Tennessee, is hereby authorized to execute and deliver a quitclaim deed, conveying all right, title and interest the said City of Columbia may have in and to the property described in Exhibit A to Maury County, Tennessee.

Section 3: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed:

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the _____ day of _____, 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: _____

Land situated in Columbia, Maury County, TN, being a portion of E. 6th Street (R/W varies) and lying on the northerly right-of-way of said street, abutting Parcels 15.00 & 17.00 on Maury County, TN Property Map 99 and being more particularly described as follows:

Beginning at an existing iron pin in the current configuration of the northerly right-of-way of E. 6th Street and being the southeast corner of Parcel 17.00 on Maury County, TN Property Map 99 at station 15+97.44, as shown on the Proposed Layout Plan for the Duck River Walk Improvements by Fisher & Arnold, INC, provided by City Hall of Columbia, Tennessee

Thence, with the westerly line of Parcel 15.00 on Maury County, TN Property Map 99, S 07°20'55" W, passing through an existing iron pin at a distance of 11.27 feet, being the southwest corner of said parcel, a total distance of 13.50 feet to an iron pin set in the northerly margin of E. 6th Street;

Thence, with the northerly margin of said street, N 82°39'05" W a distance of 44.00 feet to an iron pin set;

Thence, N 07°20'55" E a distance of 13.50 feet to an iron pin set in the southerly line of Parcel 17.00 on Maury County, TN Property Map 99;

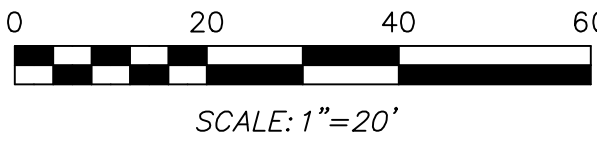
Thence, with the southerly line of said parcel, S 82°39'05" E a distance of 44.00 feet to the point of beginning. Containing 0.014 acres or 594.0 square feet.



VICINITY MAP
N.T.S.

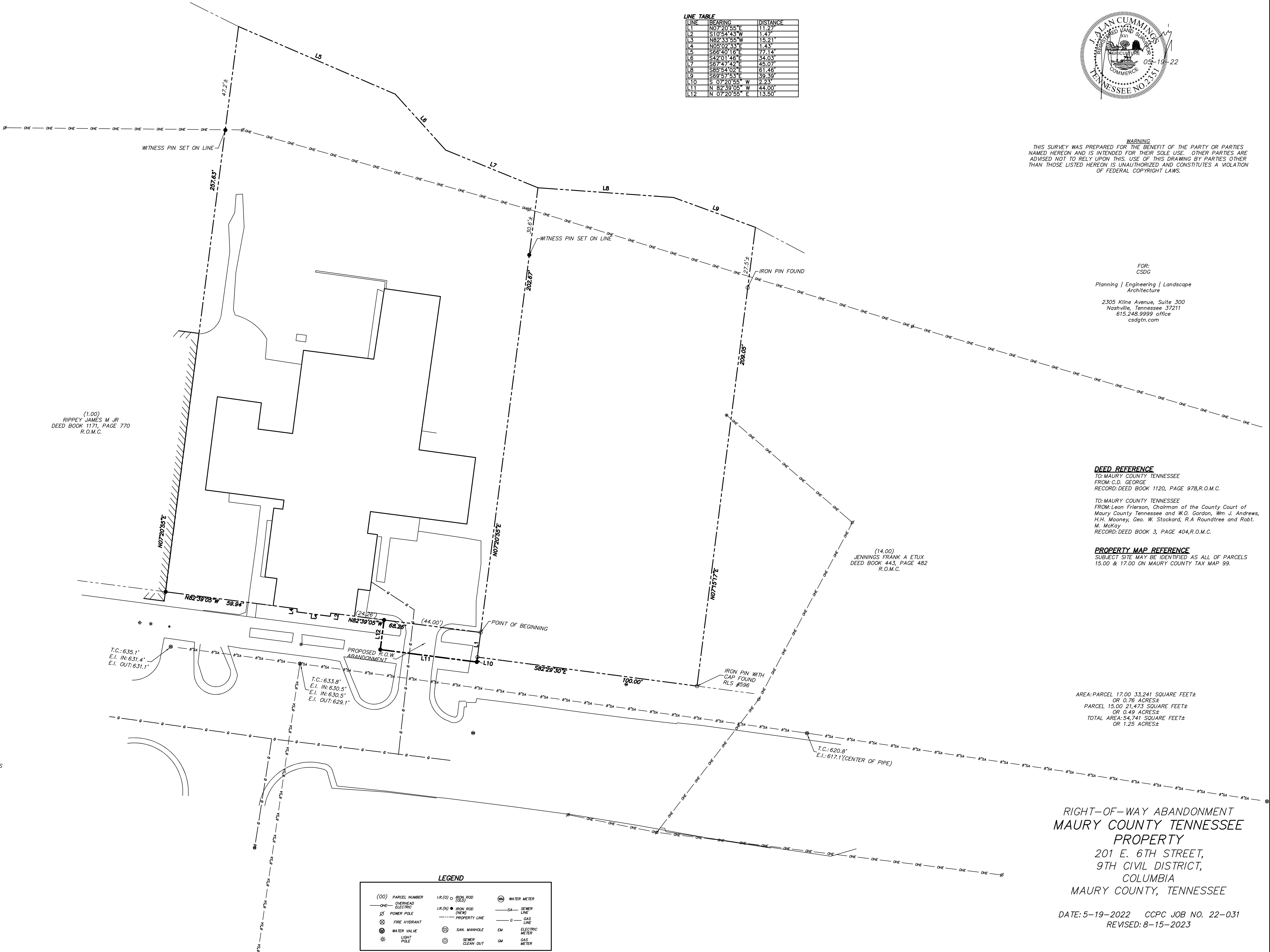
UTILITY NOTE:

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 1-615-355-1987 OR 1-800-351-1111.



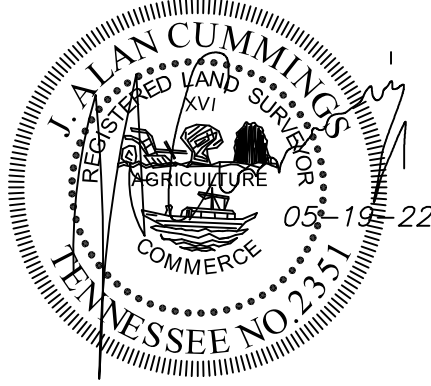
NOTES:

1. FOR BOUNDARY ASPECTS OF THIS SURVEY, RTK GPS POSITIONAL DATA WAS OBSERVED ON/BETWEEN THE DATE(S) OF 5/19/2022, UTILIZING A TOPCON DUAL FREQUENCY RECEIVER. THE BEARINGS SHOWN WERE DERIVED USING THE TDO GNSS REFERENCE NETWORK AND REFERENCED TO NAD 83 (2011), TENNESSEE ZONE 4100.
2. RIGHT-OF-WAY SHOWN HEREON TAKEN FROM PLAN ENTITLED "DUCK RIVER WALK IMPROVEMENTS COLUMBIA, TENNESSEE", PROVIDED TO THIS SURVEYOR BY CITY HALL OF COLUMBIA, TENNESSEE.
3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



SURVEYOR'S CERTIFICATE

TO: CIVIL SITE DESIGN GROUP
THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF A CATEGORY I SURVEY AS ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10000.



THIS SURVEY WAS PREPARED FOR THE BENEFIT OF THE PARTY OR PARTIES NAMED HEREON AND IS INTENDED FOR THEIR SOLE USE. OTHER PARTIES ARE ADVISED NOT TO RELY UPON THIS. USE OF THIS DRAWING BY PARTIES OTHER THAN THOSE LISTED HEREON IS UNAUTHORIZED AND CONSTITUTES A VIOLATION OF FEDERAL COPYRIGHT LAWS.

FOR:
CSDG
Planning | Engineering | Landscape
Architecture

2305 Kline Avenue, Suite 300
Nashville, Tennessee 37211
615.248.9999 office
csdgn.com



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4481 - AN ORDINANCE TO AMEND TITLE 7 OF THE COLUMBIA MUNICIPAL CODE BY ADDING CHAPTER 7, SECTION 7-701 ENACTING TRAINING FEES UPON OUTSIDE ENTITIES UTILIZING THE COLUMBIA FIRE ACADEMY

RECOMMENDATION: Approve Ordinance No. 4481 on second consideration.

INFORMATION: After the completion of the training center and the inception of Columbia Fire & Rescue recruit academy in May 2023, outside entities have requested the opportunity to send their recruits to Columbia Fire & Rescue's next recruit academy.

A fee schedule has been established which will generate revenue to assist with the costs of training supplies.

Only entities outside the City of Columbia departments will be subject to these fees.

**AN ORDINANCE TO AMEND TITLE 7 OF THE COLUMBIA MUNICIPAL CODE
BY ADDING CHAPTER 7, SECTION 7-701 ENACTING TRAINING FEES
UPON OUTSIDE ENTITIES UTILIZING THE COLUMBIA FIRE ACADEMY**

WHEREAS, it is the desire of the City of Columbia to update its Municipal Code with respect to the provisions related to training fees imposed on outside entities desiring to utilize the Columbia Fire Academy; and

WHEREAS, the City of Columbia has the authority to impose and collect training fees upon outside entities utilizing such fire academy; and

WHEREAS, it is the intent of the City of Columbia to:

- (A) Promote the health, safety and general welfare of the people of the City of Columbia and to accommodate educational training and development; and
- (B) To Ensure that outside entities contribute their proportionate share of the cost associated to provide educational fire training by providing for the imposition and collection of training fees upon such outside entities desiring to utilize the services of the Columbia Fire Academy.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1. That Title 7, be amended by adding the following new Chapter and Section.

CHAPTER

7. TRAINING FEES FOR FIRE ACADEMY

SECTION

7-101. Schedule of fees

7-101. Schedule of fees. There is hereby established, for the City of Columbia, the following schedule of training fees per student to be assessed on outside entities utilizing the services of the Columbia Fire Academy

(a) Training fees.

- (i) Firefighter Recruit I & II \$650.00
- (ii) Specialized Training Classes \$100.00 each

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, 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

Paul Keltner, Development Services Director, paul@columbiatn.com, 931.560.1560

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4482 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100M GROUP C PARCEL 18 LOCATED OFF W. 18TH STREET, FROM SD-LI (LIGHT INDUSTRIAL SPECIAL DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND ESTABLISH NOVEMBER 9, 2023 AS THE DATE OF PUBLIC HEARING - WARD 4

RECOMMENDATION: Approve Ordinance No. 4482 on first consideration and establish November 9, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting the property to be rezoned for future residential development. The current zoning does not permit single family residential and would also have a constricting buffer requirement. The Planning Commission approved this request at the September 13, 2023 meeting by a vote of five to zero.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100M GROUP C PARCEL 18 LOCATED OFF W. 18TH STREET, FROM SD-LI (LIGHT INDUSTRIAL SPECIAL DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT).

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 the property herein described from SD-LI (Light Industrial Special District) to CD-4 (General Urban Character District).

Section 2: Said property to be rezoned, being Tax Map 100M Group C Parcel 18, located off W. 18th Street, 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 SD-LI (Light Industrial Special District) to CD-4 (General Urban Character District) 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 denial on the 13th day of September, 2023, and after a public hearing held on the 9th day of November, 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 are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 9th day of November, 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

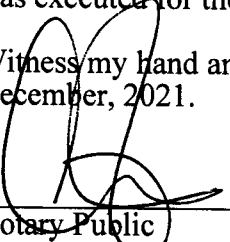
Passed on 1st consideration _____

Passed on 2nd consideration: _____

STATE OF TENNESSEE
COUNTY OF MAURY

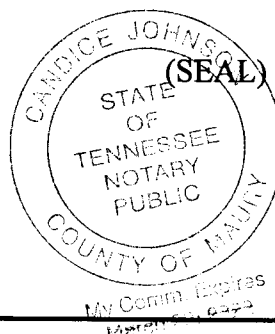
Before me, the undersigned, a Notary Public in and for the aforesaid state and county, personally appeared **Earl G. McKee**, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 20th day of December, 2021.



Notary Public

My Commission Expires: 3-29-2022

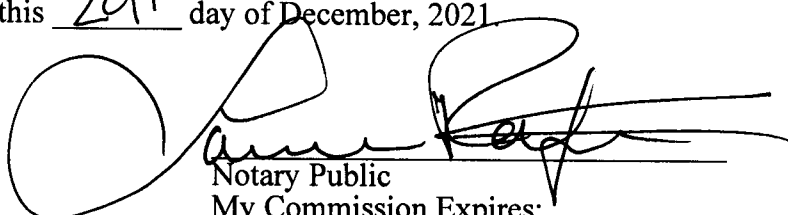


I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for the transfer or the value of the property transferred, whichever is greater, is **\$30,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.



Affiant

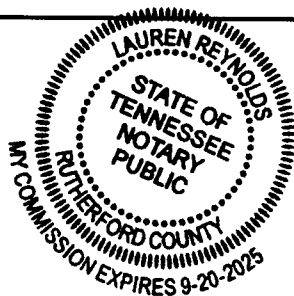
Subscribed and sworn to before me this 20th day of December, 2021.

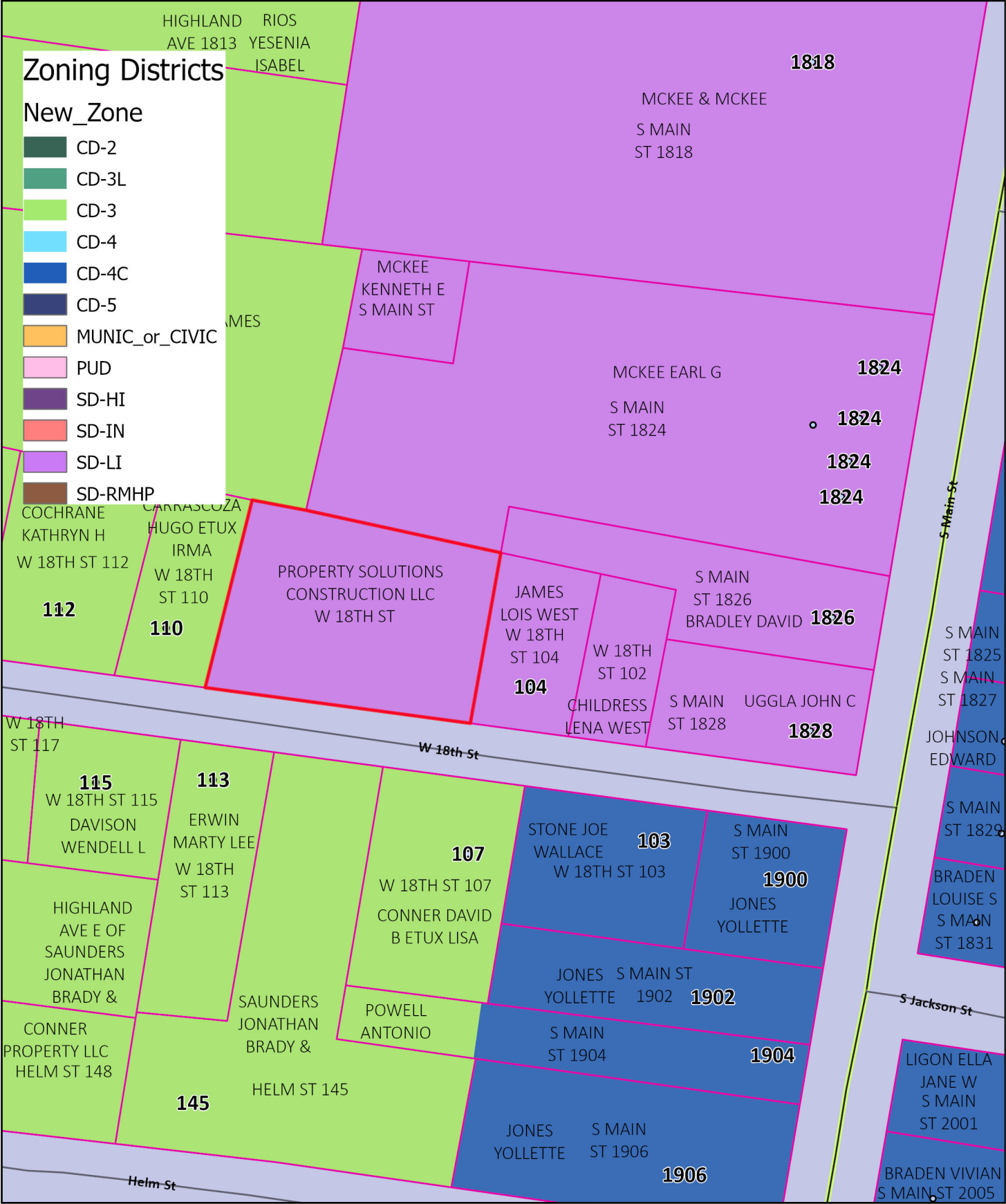


Notary Public

My Commission Expires: _____

(SEAL)





Case #23-0241
TM 100M Group C Parcel 18
W. 18th Stree



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

West 18th Rezoning

Project #:	23-0241	Location:	Map 100M C Parcel 18.00
Applicant:	Randolph Chapdelaine	Case Type(s):	Rezoning
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Single Family Home(s)

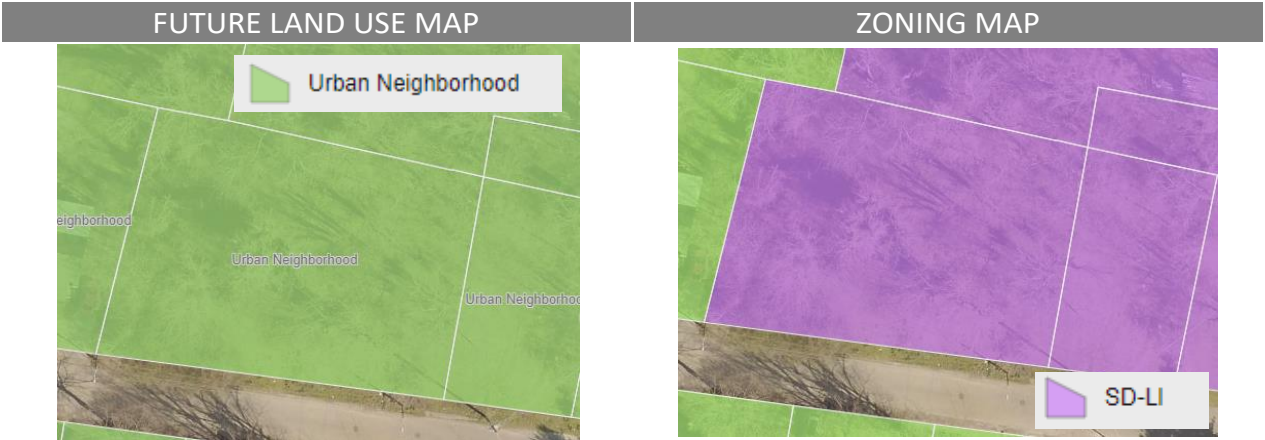
PROJECT SUMMARY

The applicant requests to rezone a 0.39-acre parcel located on the north side of West 18th Street from SD-LI (Special District Light Industrial) to CD-4 (General Urban Character District). The current zoning designation permits a range of uses but is primarily intended to accommodate moderate intensity industrial and related activities conforming to appropriate performance standards. The requested zoning designation accommodates a medium density mix of residential and commercial uses. The Zoning Ordinance does not regulate density in SD-LI and permits twelve dwelling units per acre in CD-4.

- The DRC reviewed this proposal at its July 2023 meeting.
- The request is consistent with Connect Columbia, the City's comprehensive plan.
- The concept plan generally indicates that it is possible to develop the site in conformity with the requested standards. However, greater detail will be required at the time of any subsequent Site Development Plan and Preliminary Plat.
- The development potential of the infill site is constrained by stormwater and wastewater easements which cross the property, as well as water availability. For this reason, the concept depicts potential development of the site at an intensity typical of lower density character districts (i.e. CD-3).
- The standards of the Ordinance, specifically the parcel buffer requirements, severely limits the use of the property under its current SD-LI zoning.
- At the request of staff, the applicant provided specific responses to some of the rezoning criteria.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
SD-LI	Vacant	Vacant	+/- 0.39 Acres



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Urban Neighborhood	SD-LI	Vacant
North	Urban Neighborhood	SD-LI	Light Industrial
South	Urban Neighborhood	CD-3	Single-Family
East	Urban Neighborhood	SD-LI	Light Industrial
West	Urban Neighborhood	CD-3	Single-Family

The subject property is currently vacant. The site sits between residential properties to the west and commercial and industrial properties to the east. The area is mostly a mix of CD-3, SD-LI, and CD-4C zoned parcels. The future land use of the subject property and all adjacent properties is Urban Neighborhood. None of the current zoning in the immediate vicinity of the site is consistent with Connect Columbia.

CONSISTENCY WITH CONNECT COLUMBIA

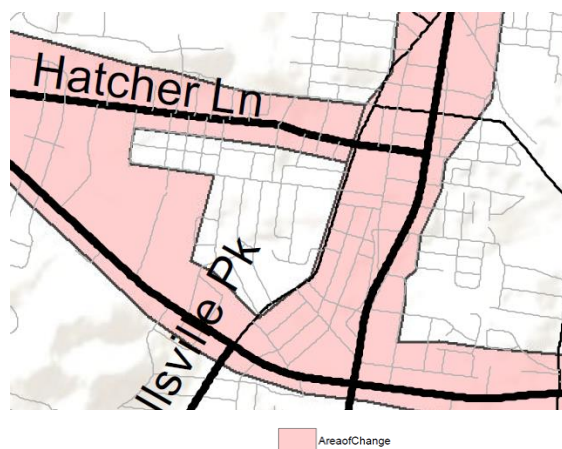
Urban Neighborhood: The future land use of the subject site is Urban Neighborhood. The Character Area is characterized by residential development and neighborhoods, with intermixed and compatible civic uses. The Future Land Use Plan indicates that “the general development pattern is defined by a single use activity on individual lots with a mixture of lot sizes” (Connect Columbia, p. 24). Future development should focus on context-responsive in-fill development that emphasizes connectivity and housing diversity. (Connect Columbia, p. 25). The future land use classification is implemented by the CD-4 and CD-5 character districts.

Urban Neighborhood

CHARACTER AREA MATRIX				
	Development Pattern	Zoning Category and Uses	Infrastructure	Design Standard
URBAN NEIGHBORHOOD	Is the property in an Area of Change? No: The development pattern is established. Changes to overall character of the area should rarely occur. Yes: The development pattern is evolving. Changes to area are likely as development occurs. New development should blend with existing, surrounding neighborhood assets.	Residential Uses Zoning Category: Low Density Residential, Medium High Residential, and High Residential Districts Public and Civic Uses Zoning Category: Religious Facilities, Government Facilities (low to medium impact), and Educational Facilities	Not in an Area of Change: Limited new services, with mostly in-fill enhancements to existing infrastructure. Within an Area of Change: Extensions to transportation, water, sewer, and other services should be expected. New service or extensive redevelopment of existing services should be vetted and reviewed by Planning Commission and City Council as a primary element of approval.	<u>Scale:</u> New dwellings and structures should aid in establishing the character of the area. <u>Architecture:</u> New developments or redevelopments should include a mix of architectural styles. Residential garages, if front-facing, should be recessed from the front façade of the structure. Civic use should respect the residential character, while providing architectural interest.

AREA OF CHANGE

The subject site **is located** in an Area of Change (Connect Columbia Map 3). In 2017 the Planning Commission determined that the development pattern in the area was evolving. Changes to the area are likely, but new development should blend with existing neighborhood assets. The designation does not necessarily mean that any particular development proposal is consistent with Connect Columbia. It does mean that the Planning Commission has previously determined that in this area, the development character is not fixed and change is expected over time (Connect Columbia p. 14).

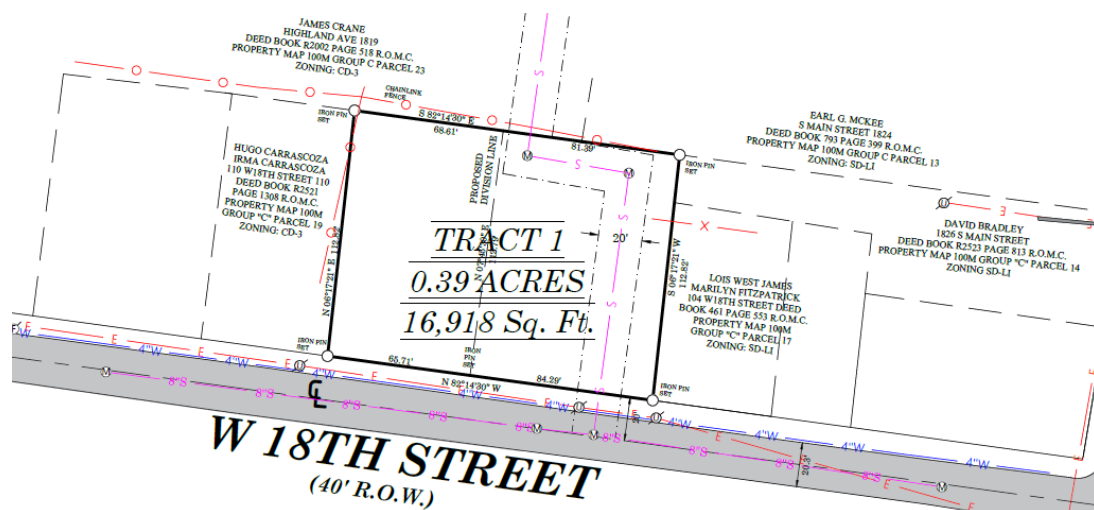


CONFORMITY WITH ZONING ORDINANCE

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant provided a concept plan (i.e. "Sketch Development Plan") demonstrating that it is possible to develop the property in conformity with the standards applicable to the requested zoning designation. Any development plan/preliminary plat would be required to comply with Zoning Ordinance 4400, adopted on July 14th, 2022. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

Lots, Building Sites & Bulk Standards

- The concept plan depicts single family lots which generally conform to the CD-4 bulk standards listed in Table 4.3.1-D of the Zoning Ordinance.
 - The Ordinance requires a minimum lot width of 50' for a single family home.
 - The Ordinance prescribes setbacks of:
 - 6' minimum and 20' maximum front setback principal and secondary frontages;
 - 6' side setback; and
 - 3' rear setback, measured from the rear property line; or 15' from the centerline of rear alley as applicable.
 - The applicant's concept proposes the creation of two lots which exceed the minimum lot width and could accommodate homes conforming to the setbacks.
 - The lots depicted in the concept plan are more similar to lower-intensity character districts.
 - The applicant intends to develop the site at this lower intensity in order to accommodate an existing sewer easement and stormwater conveyance.



- **Rezoning the property removes the limiting SD-LI parcel buffer applicable under the property's current zoning.**
 - Section **4.3.11.H** of the Ordinance requires a parcel buffer of 100' where an SD-LI parcel abuts a property used as a single family or two family residence.
 - On the subject site, the standard would effectively limit any development of the site, even a residence abutting another residential property.
 - The proposed rezoning would eliminate this requirement for the subject site.

Other Standards Tree Preservation

- **Conformity with other requirements of the Ordinance, including tree preservation and design prescriptions will be reviewed at the time of preliminary plat or building permit as applicable.**

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its July 2023 meeting, as directed by **§8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [are not contravened];*¹
- c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*

¹ Ordinance 4400 contains this incomplete sentence. The previous ordinance contained a nearly identical list of criteria at § 3.18.7.B. The corresponding criterion in Ordinance 3638 read "the legal purposes for which zoning exists are not contravened."

- e. *It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. *It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its July 2023 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** asked the applicant to provide a narrative response to criterion **8.5.19.H.4(f)** explaining how the property could be developed at the proposed intensity with existing water availability. This request is due to comments from the Office of the Fire Marshal regarding limits on most structure types and uses permitted in a CD-4.
- Planning also asked the applicant to provide a narrative response to criterion **8.5.19.H.4(e)** explaining why the applicant believes conditions affecting the area have changed sufficiently to warrant the Zoning Map Amendment. This request is intended to aid the Planning Commission in its analysis of the requested change to zoning map.
- Planning requested updated survey information reflecting the location of a sewer easement across the property.
- Planning also made a number of advisory comments. Specifically, planning staff noted that the design of homes for the lots will need to conform to the CD-4 standards at the time of building permit.
- **Wastewater** requested updated survey information reflecting its easement and noted that development of the site must account for the easement.
- The Office of the **Fire Marshal** noted that due to the results of flow testing at nearby fire hydrants, construction on the site will be limited to residential structures no larger than 3,600 square feet with sprinkler systems. No commercial buildings can be built at this location, because of the available fire water.
- Columbia Water System's (**CPWS**) consultant (Inflow) noted that water is available for the site. The utility does not issue water availability letters for proposals of fewer than four residences.
- **Maury County Schools** noted that the site is currently in the attendance zones of Highland Park Elementary, Whitthorne Middle, and Central High School. New construction or realignment of school attendance zones may be necessary to accommodate new students. This is a standard comment from the school system.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The requested CD-4 zoning is consistent with Connect Columbia. The subject site's future land use classification is Urban Neighborhood. The future land use classification is implemented by the CD-4 and CD-5 character districts, as well as PUDs.

Conditions affecting the area may have changed to a sufficient degree to warrant the Zoning Map Amendment. The comprehensive plan and the zoning ordinance encourage infill development. The subject property is located inside the central part of Columbia but cannot be developed under its current zoning. The SD-LI parcel buffer severely limits the development potential of the site. The existing availability of water, and fire protection standards, do not allow non-residential use of the property. The proposed rezoning allows the development of the property in a manner consistent with the comprehensive plan and compatible with adjacent residential properties.

SAMPLE MOTIONS

Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed rezoning [*subject to technical comments and other conditions presented by planning staff*].

Approve Subject to Conditions:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed rezoning, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Deny:

Move to recommend denial of the requested rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

Defer:

Move to find that there is insufficient information to decide, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [applicant/staff] provide: *[list additional information]* for review at a future meeting.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, Development Services Director, paul@columbiatn.com, 931.560.1560

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4483 - 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 51 PARCEL 58, LOCATED OFF NASHVILLE HIGHWAY AND HONEY FARM WAY, FROM PUD-CEG (PLANNED UNIT DEVELOPMENT - COMMERCIAL ENTERPRISE GENERAL) TO CD-4C (GENERAL URBAN CORRIDOR CHARACTER DISTRICT) AND ESTABLISH NOVEMBER 9, 2023 AS THE DATE OF PUBLIC HEARING - WARD 5

RECOMMENDATION: Approve Ordinance No. 4483 on first consideration and establish November 9, 2023 as the date of Public Hearing.

INFORMATION: The applicant is requesting to rezone a portion of Tax Map 51 Parcel 58 from the PUD zoning overlay of commercial enterprise general to the CD-4C (General Urban Corridor Character District). The concept presented reflects restaurant and retail uses. The Planning Commission reviewed this request and recommended approval with a vote of three to one at the September 13, 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 51 PARCEL 58, LOCATED OFF NASHVILLE HIGHWAY AND HONEY FARM WAY, FROM PUD-CEG (PLANNED UNIT DEVELOPMENT – COMMERCIAL ENTERPRISE GENERAL) TO CD-4C (GENERAL URBAN CORRIDOR CHARACTER DISTRICT)

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 the property herein described from PUD-CEG (Planned Unit Development – Commercial Enterprise General) to CD-4C (General Urban Corridor Character District).

Section 2: Said property to be rezoned, being a portion of Tax Map 51 Parcel 58, located off Nashville Highway and Honey Farm Way, 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 PUD-MU (Planned Unit Development Commercial Enterprise General) to CD-4C (General Urban Corridor Character District) 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 13th day of September, 2023, and after a public hearing held on the 9th day of November, 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 are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 9th day of November, 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: _____

LEGAL DESCRIPTION FOR HONEY FARM CROSSING
REZONING REQUEST | 2023-07-17

COMMERCIAL TRACT 1:

All that tract or parcel of land lying and being in the Third Civil District of Maury County, Tennessee, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the southeasterly right-of-way line of Nashville Highway (variable right-of-way) with the northeasterly right-of-way line of Honey Farm Way (variable right-of-way) as shown on plat of Honey Farm Crossing as recorded in Plat Book P23, Page 218; Thence along said southeasterly right-of-way line of Nashville Highway North 36 degrees 41 minutes 00 seconds East for a distance of 455.39 feet to a concrete monument found; Thence along the arc of a curve to the right an arc length of 186.59 feet, said curve having a radius of 11,382.44 feet and being subtended by a chord of 186.59 feet bearing North 36 degrees 54 minutes 16 seconds East to a nail set in the centerline of a gravel and asphalt lane; Thence with said centerline South 50 degrees 26 minutes 06 seconds East for a distance of 517.43 feet to a nail set; Thence departing said lane South 36 degrees 32 minutes 46 seconds West for a distance of 616.84 feet to a 5/8-inch rebar set on the northeasterly right-of-way line of Honey Farm Way; Thence along said right-of-way line North 55 degrees 07 minutes 01 seconds West for a distance of 89.78 feet to a nail set; Thence North 51 degrees 43 minutes 09 seconds West for a distance of 152.63 feet to a 5/8-inch rebar set; Thence North 53 degrees 39 minutes 04 seconds West for a distance of 95.90 feet to a 1/2-inch rebar found; Thence North 53 degrees 19 minutes 00 seconds West a distance of 180.77 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 7.492 Acres

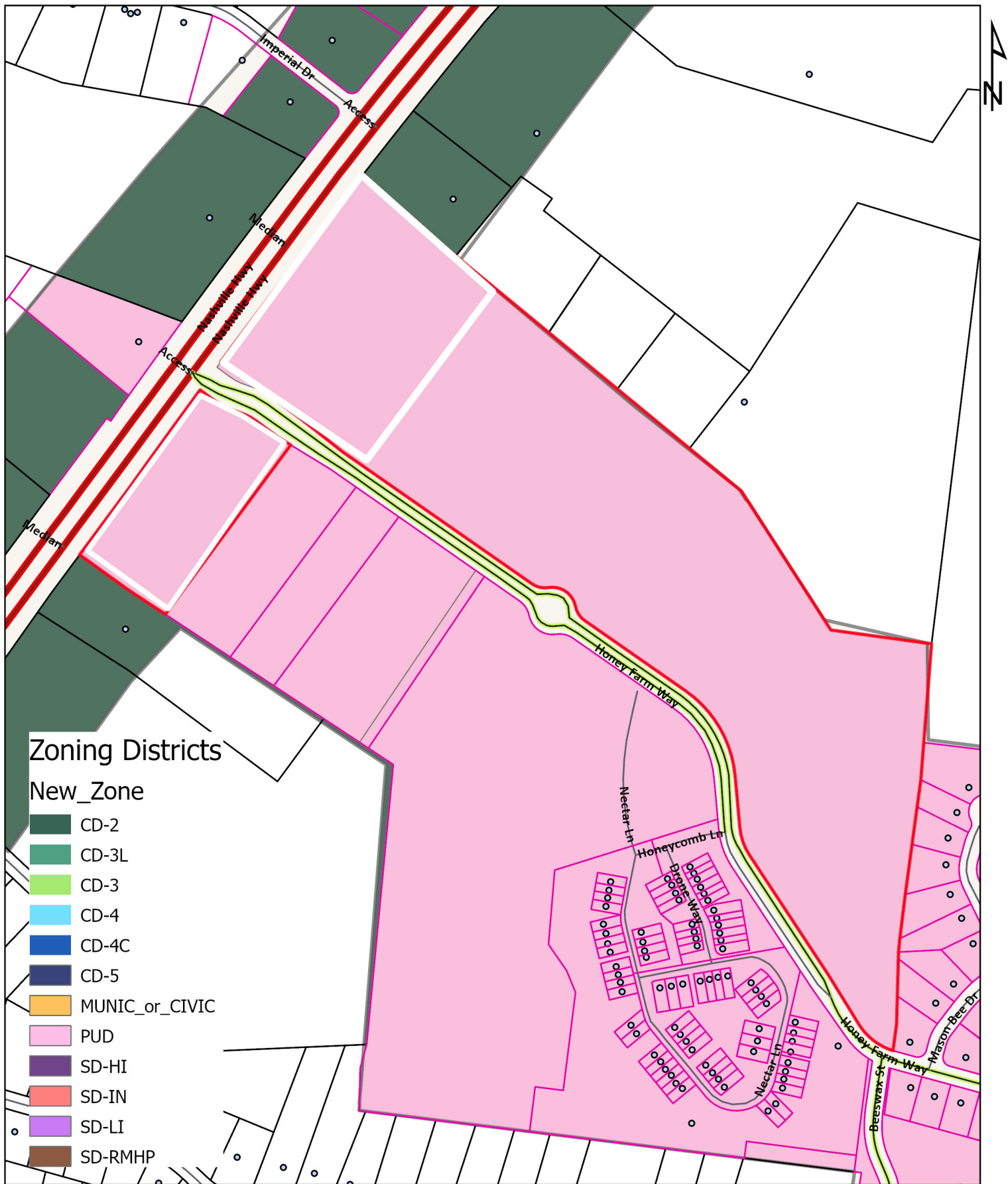
Legal Description

Lot 1 Honey Farm Crossing (Plat Book P23, Page 218)

All that tract or parcel of land lying and being in the Third Civil District of Maury County, Tennessee, and being more particularly described as follows:

BEGINNING at a 1/2-inch rebar found at the intersection of the southeasterly right-of-way line of Nashville Highway (variable right-of-way) with the southwesterly right-of-way line of Honey Farm Way (variable right-of-way), said point being the TRUE POINT OF BEGINNING; Thence along said southwesterly right-of-way line of Honey Farm Way South 53 degrees 29 minutes 06 seconds East for a distance of 44.29 feet to a 1/2-inch rebar found; Thence along the arc of a curve to the left an arc length of 83.53 feet, said curve having a radius of 240.00 feet and being subtended by a chord of 83.11 feet bearing South 63 degrees 28 minutes 42 seconds East to a 1/2-inch rebar found; Thence along the arc of a curve to the right an arc length of 55.77 feet, said curve having a radius of 160.00 feet and being subtended by a chord of 55.48 feet bearing South 63 degrees 18 minutes 34 seconds East to a 1/2-inch rebar found; Thence South 53 degrees 24 minutes 55 seconds East for a distance of 78.62 feet to a 1/2-inch rebar found; Thence South 58 degrees 35 minutes 25 seconds East for a distance of 40.73 feet to a point; Thence departing said right-of-way line South 36 degrees 30 minutes 56 seconds West, a distance of 147.12 feet to a point; Thence South 36 degrees 30 minutes 56 seconds West, a distance of 451.63 feet to a point; Thence North 55 degrees 50 minutes 48 seconds West, a distance of 300.26 feet to a concrete monument found located on the southeasterly right-of-way line of Nashville Highway; Thence along said right-of-way line North 36 degrees 30 minutes 56 seconds East, a distance of 583.70 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 4.079 Acres.



23-0291
Honey Farm & Nashville Hwy.



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

Honey Farm Commercial Rezoning

Project #:	23-0291	Location:	Tax Map 51 Parcel 58.0
Applicant:	Gamble Design Collaborative	Case Type(s):	Rezoning
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Restaurant, Retail and Office

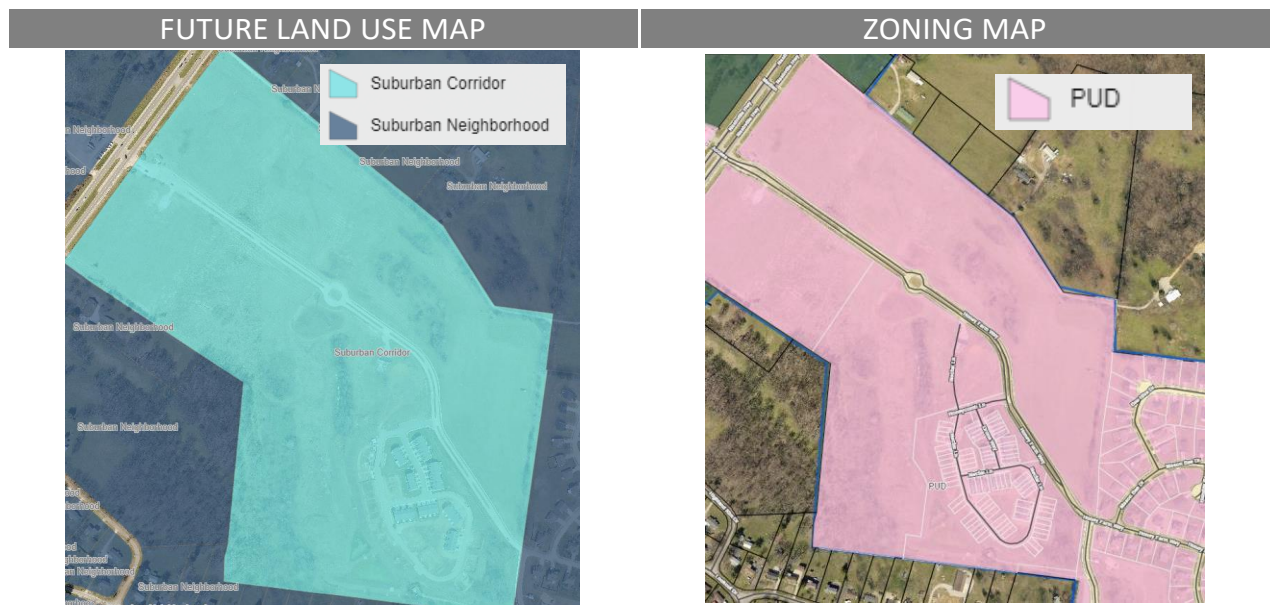
PROJECT SUMMARY

The applicant requests to rezone an 11.58-acre portion of the Honey Farm development located at the intersection Nashville Highway and Honey Farm Way to CD-4C (Urban Corridor Character District). The property is currently zoned as a Commercial Enterprise General Planned Unit Development (CEG-PUD) approved under previous zoning ordinance. City Council first approved the Master Plan in 2003; it has been revised on numerous occasions. Other property included in the Master Plan has developed under different concepts in piecemeal fashion. The Development Review Committee (DRC) reviewed this proposal at its August 2023 meeting.

- The request is consistent with Connect Columbia, the City's comprehensive plan.
- The concept plan generally indicates that it is possible to develop the site in conformity with the requested standards. Greater detail will be required at the time of any subsequent Site Development Plan.
- The Zoning Ordinance authorizes the Planning Commission to recommend revocation of a Preliminary PUD Master Plan upon a finding that circumstances have changed to such a degree that the landholder is unlikely to develop the site in conformity with the plan.
- If the Planning Commission recommends approval of the requested rezoning, the action should also recommend revocation of the PUD Master Plan for the subject site.
- Subsequent development and division of the property will require review and approval by the Planning Commission or the Zoning Administrator.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
OTHER PUD (CEG)	Vacant	Vacant	+/-11.58 Acres



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Suburban Corridor	Other PUD (CEG)	Vacant
North	Suburban Neighborhood	CD-2	Single-Family
South	Suburban Neighborhood	CD-2	Single-Family
East	Suburban Neighborhood	Other PUD (RM-1)	Vacant/Light Industrial
West	Suburban Neighborhood	CD-2	Single-Family

The subject site is part of the larger Honey Farm area which has developed in piecemeal fashion under multiple PUD Master Plans since the mid-2000s. The property enfronts Nashville Highway on the west. There are single-family residences immediately north and south of the property. The property to the east on the north side of Honey Farm Way is an undeveloped residential property which is controlled by the same developer. On the south side of Honey Farm Way, the property to the east is subject to a 2022 PUD Master Plan for a self-storage facility. At the time of approval, the site was controlled by the same developer. The properties to the northeast and southeast are outside of the City of Columbia, but within its Urban Growth Boundary (UGB) and its planning area.

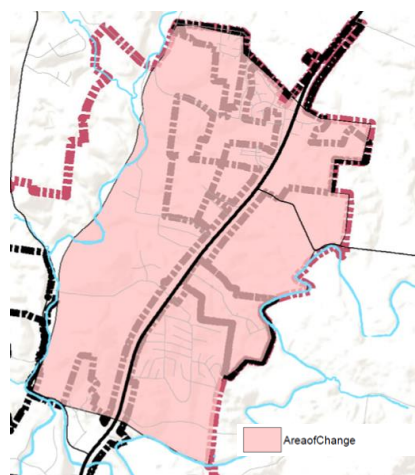
CONSISTENCY WITH CONNECT COLUMBIA

Suburban Corridor: The future land use of the subject site is Suburban Corridor. The Character Area is characterized by a mix of residential and commercial uses with intermixed and compatible civic uses. The Future Land Use Plan indicates that “the general development pattern is largely site specific” (Connect Columbia, p. 26). The specific character of the Corridor relies on the Area of Change determination. Development can take the form of single- and multi-use activity on a variety of lot sizes, depending on the surrounding development pattern (Connect Columbia, p. 26). The Character Area Matrix from page twenty-six of the Future Land Use Plan (excerpted below) is a guide to approving requests for zoning map amendments and Planned Unit Developments. The future land use classification is implemented by the CD-4C character district and PUDs.

CHARACTER AREA MATRIX				
	Development Pattern	Zoning Category and Uses	Infrastructure	Design Standard
SUBURBAN CORRIDOR	Is the property in an Area of Change?	Residential Uses: Low Density Residential, Medium High Residential, and High Residential Districts	Not in an Area of Change: Limited new services, with mostly in-fill enhancements to existing infrastructure.	<u>Scale:</u> Buildings should be compatible with the established character of the area.
	No: The development pattern is established. Changes to overall character of the area should rarely occur. Yes: The development pattern is evolving. Changes to area are likely as development occurs. New development should blend with existing, surrounding neighborhood assets.	Public and Civic Uses: Religious, Day Care, Government, Medical, and Educational Commercial Uses: Hotels, Recreational, Restaurants, Retail, Personal Services, Self-Service Storage, Vehicle Sales and Service, and Wholesale Trade Office Uses: All office uses	Within an Area of Change: Extensions to transportation, water, sewer, and other services should be expected. New service or extensive redevelopment of existing services should be vetted and reviewed by Planning Commission and City Council as a primary element of approval.	<u>Architecture:</u> New developments should include a mix of architectural styles. Buildings should include quality materials with architectural details and features. <u>Parking:</u> Parking should be contingent on the location of the site along the transect, becoming more subordinate to buildings as urbanity increases.

AREA OF CHANGE

The subject site is located within an Area of Change (Connect Columbia Map 3). In 2017 the Planning Commission determined that the development pattern in the area was evolving. Changes to the area are likely, but new development should blend with existing neighborhood assets. The designation does not necessarily mean that any particular development proposal is consistent with Connect Columbia. It does mean that the Planning Commission has previously determined that in this area, the development character is not fixed and change is expected over time (Connect Columbia p. 14).

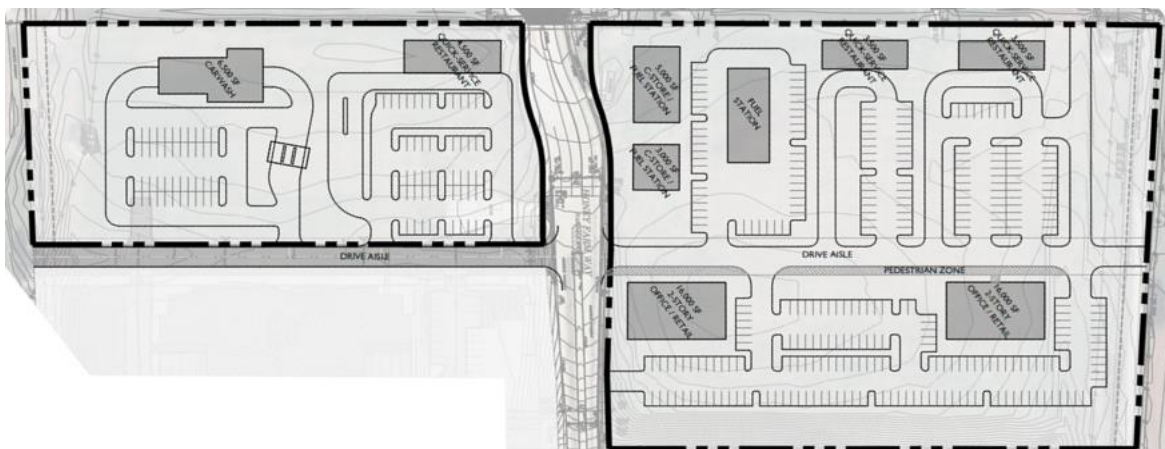


CONFORMITY WITH ZONING ORDINANCE

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant provided a concept plan (i.e. “Sketch Development Plan”) demonstrating that it is possible to develop the property in conformity with the standards applicable to the requested zoning designation. Any development plan/preliminary plat would be required to comply with Zoning Ordinance 4400, adopted on July 14th, 2022. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

Lots, Building Sites & Bulk Standards

- The concept plan depicts building site layouts which generally conform to the CD-4C bulk standards listed in Table 4.3.1-E of the Zoning Ordinance.
- The current request establishes the applicable standards for future reviews. The concept plan is not a plan of development and approval of the rezoning request does not establish a vested right.
- Planning staff will determine conformity with the limited use standards of §4.3.9.E, the general development standards of Article 4, and the applicable Development Parcel Standards of Article 5 at the time of Site Development Plan approval.
 - The concept depicts quick service restaurants with drive throughs, office buildings, a car wash, and a convenience store with a gas canopy.
 - The Ordinance establishes site and limited use standards for the uses proposed in the concept.
 - Although many details need refinement, the plan demonstrates that it is possible to develop the site in conformity with the standards of the Ordinance.



- **Rezoning the property establishes clear predictable standards for the site and eliminates the need for the applicant and Planning Commission to repeatedly revisit Master Plan revisions.**

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its August 2023 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [are not contravened];*¹
- 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;*
- 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;*
- It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

Section **8.5.21.R** of the Zoning Ordinance authorizes the Planning Commission to recommend revocation of a Preliminary PUD Master Plan upon a finding that circumstances have changed to such a degree that the landholder is unlikely to develop the site in conformity with the plan.

¹ Ordinance 4400 contains this incomplete sentence. The previous ordinance contained a nearly identical list of criteria at § 3.18.7.B. The corresponding criterion in Ordinance 3638 read “the legal purposes for which zoning exists are not contravened.”

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its August 2023 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** advised the applicant that aspects of the concept plan would not conform to the standards of the Ordinance, specifically, **§ 4.3.3.D** which prohibits through-lots and building sites. The applicant provided a response acknowledging the comment and revised the concept to better demonstrate that the site can be developed in conformity with the requested zoning.
- The **City Engineer** advised the applicant that the concept plan did not strictly conform to the Access Management Ordinance. The applicant acknowledged the comment and indicated that any subsequent Site Development Plan will conform.
- Utility providers indicated willingness and capacity to serve the site.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The requested CD-4C zoning is consistent with Connect Columbia; removing the PUD designation will facilitate predictable and orderly development of the site. The subject site's future land use classification is Suburban Corridor. The future land use classification is implemented by the CD-4C and PUDs. The applicant has demonstrated that the site can develop under the only implementing character district. Over the span of two decades, the existing PUD has not produced commercial development. The CD-4C standards are highly prescriptive. The prescriptions of the Ordinance ensure a high-quality appearance of all structures as well as performance standards for uses established on the site.

SAMPLE MOTIONS

Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.19.H** and **8.5.21.R** of the City of Columbia Zoning Ordinance have been satisfied and recommend partial revocation of the existing Master Plan and approval of the proposed rezoning [, *subject to technical comments and other conditions presented by planning staff*].

Approve Subject to Conditions:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** and **8.5.21.R** of the City of Columbia Zoning Ordinance have been satisfied and recommend partial revocation of the existing Master Plan and approval of the proposed rezoning, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Deny:

Move to recommend denial of the requested rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** and **8.5.21.R** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

Defer:

Move to find that there is insufficient information to decide, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.