



**City of Columbia City Council
Regular Meeting Agenda
November 9, 2023 - 5:30 PM**

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

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

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

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

PUBLIC HEARINGS

1. PUBLIC HEARING ON RESOLUTION NO. 23-74 - A RESOLUTION TO PROVIDE FOR THE ANNEXATION OF A PORTION OF RIGHT OF WAY ALONG MORROW LANE INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 4 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting annexation for an approximate 584 linear feet of roadway be annexed into the City. The portion abuts the Hillcrest Village Subdivision development and the annexation will complete that portion of road to be within the City as the southern portion is already with the corporate limits. The Planning Commission reviewed this request at the October 11, 2023 meeting and recommended approval by a vote of four to zero.

ATTACHMENTS: Staff Report for 23-74 public hearing.

2. PUBLIC HEARING ON ORDINANCE NO. 4468 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 101 PARCEL 39.00, LOCATED AT 6218 CAYCE LANE, FROM CD-2 (RURAL CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 2 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting the property to be rezoned from CD-2 (Rural Character District) to CD-3 (Neighborhood Character District). It consists of a 30 acre property located at 6218 Cayce Lane with the concept plan reflecting 104 residential lots. The Planning Commission reviewed this request at the May 10, 2023 meeting and recommended approval by a vote of three to two with two abstentions. The required notice of Public Hearing was advertised in The Daily Herald on October 24, 2023 and in Main Street Maury on October 25, 2023.

ATTACHMENTS: Staff Report for 4468 public hearing.

3. **PUBLIC HEARING 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) - WARD 4 - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Conduct the 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. The required notice of Public Hearing was advertised in The Daily Herald, October 24, 2023 and in Main Street Maury, October 25, 2023.

ATTACHMENTS: Staff Report for 4482 public hearing.

4. **PUBLIC HEARING ON 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: Conduct the Public Hearing.

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 was published on October 20, 2023 in the Daily Herald.

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

5. PUBLIC HEARING ON 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: Conduct the Public Hearing.

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 was published on October 20, 2023 in the Daily Herald.

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

REGULAR MEETING

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION BY WARD JONES OF CHRIST CHURCH.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

5.1. INTRODUCTION OF THE 2023-2024 COLUMBIA MAYOR'S YOUTH COUNCIL MEMBERS.

5.2. RESOLUTION NO. 23-88 - A RESOLUTION DEDICATING THE SOCCER COMPLEX BUILDING LOCATED IN RIDLEY PARK SPORTS COMPLEX IN HONOR OF THE LATE FORMER CITY OF COLUMBIA CITY COUNCIL MEMBER STEVE BOSHERS - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-88.

INFORMATION: The City would like to dedicate the Soccer Complex Building located in Ridley Sports Complex to the late former Council Member Steve Boshers. He had a love for sports and it would be fitting to dedicate the building to his memory.

ATTACHMENTS: Staff Report Resolution No. 23-88, Resolution No. 23-88.

5.3. RESOLUTION NO. 23-89 - A RESOLUTION DEDICATING A PLAYGROUND AND PAVILION IN WOODLAND PARK LOCATED OFF THE WHEELER DRIVE ENTRANCE IN HONOR OF THE LATE FORMER CITY OF COLUMBIA COUNCIL MEMBER CHARLES KENNETH "KEN" WILES - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-89.

INFORMATION: The City would like to dedicate a playground and pavilion in Woodland Park off of Wheeler Drive in honor of the late former City Council Member Ken Wiles. He was a life-long educator and, as such, it is fitting to dedicate the playground and pavilion to his memory.

ATTACHMENTS: Staff Report Resolution No. 23-89, Resolution No. 23-89.

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE OCTOBER 12, 2023 COUNCIL REGULAR MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: October 12, City Council Meeting Minutes.

6.2. RE-ELECTION OF DAVID FORRESTER TO THE CITY OF COLUMBIA CIVIL SERVICE BOARD FOR A FOUR-YEAR TERM. THE TERM BEGAN ON NOVEMBER 5, 2023 AND EXPIRES ON NOVEMBER 5, 2027.

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF SEPTEMBER 2023 IN THE AMOUNT OF \$5,516,593.53 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: September 2023 Disbursements.

7.2. APPROVE THE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH TENNESSEE PROPERTY MANAGEMENT LLC FOR LANDSCAPE MANAGEMENT SERVICES - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: In an attempt to beautify the City's downtown area, the City has over several years created planting areas, planted trees and constructed fountains, all of which require continuing maintenance. As in the past, the City has contracted for those services. Our current contract has expired and bids were solicited for a new contract with the option to renew for two additional one-year terms. We received three bids for this, with Tennessee Property Management LLC coming in as the low bidder.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in General Government – Misc. - Maint/Repair Other.

ATTACHMENTS: Staff Report - Tennessee Property Management 2023, Tennessee Property Management Contract 2023, Bid Tab - Landscape Management Services 2023.

7.3. APPROVE PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE FIRST QUARTER OF FY 2024 \$50,000 - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: On April 14, 2016, the City Council approved an extension of the 2008 agreement with Maury County for operation of the Animal Services Facility. The 2008 agreement and extension

specified that the City and County will split operating expenses (over and above revenue derived from the operation of the facility) 50/50.

The 2016 contract extension terminated on October 2, 2018. The City's FY 2022 budget includes \$200,000 for the City's contribution towards facility operations, or \$50,000 per quarter. An invoice has been received for the first quarter of FY 2024, which exceeds \$50,000. The invoice and supporting documentation have been reviewed by the Finance.

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

CERTIFICATION: The Chief Financial Officer certifies that \$50,000 is budgeted and unencumbered in General Government – Misc. - Animal Serv Facility Operation.

ATTACHMENTS: Staff Report - Animal Shelter, Animal Shelter 1st Quarter Invoice.

7.4. RECEIVE AND FILE QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING JUNE 30, 2023 PURSUANT TO THE CITY'S INVESTMENT AND INTERNAL CONTROLS POLICIES - FINANCE.

RECOMMENDATION: Acknowledge receipt of report on City investments for the period ending June 30, 2023.

INFORMATION: The State of Tennessee requires that any municipality investing City reserve funds shall adopt an investment policy. The City Council adopted an investment policy at the December 13, 2018 City Council meeting. According to internal controls developed subsequent to the policy, staff prepares and files quarterly investment reports with the City Council.

The City began investing excess reserve funds in treasuries in March 2019. The attached investment reports reflects all investment activities through the quarter ending June 30, 2023. After a rebound in the market for treasuries in October 2021, additional reserve funds were reinvested in treasuries to capture the maximum possible

interest income.

Highlights for the quarter ending June 30th include:

- \$16,046,651 in new funds invested or reinvested in treasuries during the quarter.
- There were no withdrawals during the period ending June 30.
- \$245,535 represents the investment/interest income received for all funds during the period.

ATTACHMENTS: Staff Report June quarterly report, Investments Report 06.30.23 signed.

7.5. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND LIFESTYLE PUBLICATIONS FOR ADVERTISING IN THE DECEMBER AND MARCH ISSUES OF FRANKLIN LIFESTYLES IN THE AMOUNT OF \$2,880. - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve

INFORMATION: Franklin Lifestyle is a new advertising opportunity for Visit Columbia. This publication comes in print and online. Visit Columbia will purchase a full page ad in the December holiday issue and the March spring issue for \$2,880.

CERTIFICATION: The Chief Financial Officer certifies that \$2,880 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report Item 7.2 Franklin Lifestyle 110223, Lifestyles Publications Agreement 2023-24.

7.6. APPROVE AND AUTHORIZE THE PURCHASE OF (4) FORD POLICE INTERCEPTOR UTILITY AWD VEHICLES FROM FORD OF MURFREESBORO IN THE AMOUNT OF \$183,928 UTILIZING THE STATE OF TENNESSEE CONTRACT - POLICE DEPARTMENT.

RECOMMENDATION: Approve the purchase of 4 Ford Police Interceptor Utility AWD vehicles from Ford of Murfreesboro in the amount of \$183,928.

INFORMATION: This entire purchase of the 4 Sports Utility Vehicles will cost the City of Columbia \$183,928.

CERTIFICATION: The Chief Financial Officer certifies that \$183,928 is budgeted and unencumbered in Police Dept-Patrol - Machinery, Equipment And Auto.

ATTACHMENTS: Staff Report for Council Agenda Items, 2024 quote, State Wide Contract.

7.7. APPROVE THE CITY OF COLUMBIA'S ADMINISTRATIVE FEES FOR GROUP MEDICAL INSURANCE PREMIUMS EFFECTIVE JULY 1, 2023, AND AUTHORIZE THE MAYOR TO SIGN ANY NECESSARY DOCUMENTS - HUMAN RESOURCE DEPARTMENT - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: For the plan year effective July 1, 2023, the City received new rates for our administrative fees with Blue Cross Blue Shield of Tennessee; Blue Cross offered a multi-year contract with a shared savings option.

This agreement becomes effective at 12:01 A.M. Eastern time on July 1, 2023, and shall remain in effect until June 30, 2024, unless Employer and Blue Cross agree in writing, executed by both parties, to extend the term prior to June 30, 2024.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are available and unencumbered in the city's internal services Insurance Fund.

ATTACHMENTS: Staff Report Template. for Nov. 2023 Consent Item, City of Columbia ASA 2023 cl-v1, City of Columbia Dental EOC 2023 cl-v1, City of Columbia EOC 2023 cl-v1.

7.8. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF

COLUMBIA AND THE COLUMBIA PEACE AND JUSTICE INITIATIVE, INC. (CPJI). - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: The City plans on constructing a new traffic circle at the intersection of South Main Street and 8th Street. CPJI would like to donate a life-size bronze statue of a young Thurgood Marshall that would be displayed in the center of the new traffic circle. CPJI will be responsible for the entire cost of the creation and installation of the statue and information marker. A seven-member advisory committee will be formed to meet regularly and discuss the project. The City will oversee the installation and following the donation by CPJI to the City of the statue and associated information marker, the City will, from that point forward, own the state and shall maintain and insure it subject only to Section 3 of the MOU.

ATTACHMENTS: Staff Report MOU, MOU with CPJI.

8 ADMINISTRATION.

8.1. APPROVE THE REQUEST FROM GENERAL MOTORS TO TERMINATE THE EXISTING PILOT AGREEMENT. - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: General Motors (GM) has requested the existing PILOT agreement with all Maury County local governments be terminated. The City of Columbia was a participant in the original PILOT. This request is being made so that a new PILOT agreement can be adopted.

The Maury County Commission and City of Mt. Pleasant have already voted to terminate the PILOT.

It is recommended City Council also terminate the agreement.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 23-74 - A RESOLUTION TO PROVIDE FOR THE ANNEXATION OF A PORTION OF RIGHT OF WAY ALONG MORROW LANE INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 4 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve the annexation of right of way along Morrow Lane.

INFORMATION: The applicant is requesting annexation for an approximate 584 linear feet of roadway be annexed into the City. The portion abuts the Hillcrest Village Subdivision development and the annexation will complete that portion of road to be within the City as the southern portion is already with the corporate limits. The Planning Commission reviewed this request at the October 11, 2023 meeting and recommended approval by a vote of four to zero.

ATTACHMENTS: Staff Report for resolution 23-74, ResNo23-74.MorrowLn.roadway, ResNo23-74-ExhA, ResNo23-74-ExhB, ResNo23-74-ExhC, Plan Of Services, Staff Report.

9.2. RESOLUTION NO 23-83 – SPECIAL ASSESSMENT CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-83.

INFORMATION: The City Recorder is presenting special assessment corrections for Council consideration. The items include property assessments that the City has on the books that were assessed to the former property owner as well as property assessments past statute of limitation. The applicable statute of limitation for collection of such amounts has expired and the accounts are no longer collectible.

ATTACHMENTS: Staff Report Resolution 23-83, RESOLUTION 23-83, Exhibit A Resolution 23-83.

9.3. A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN ELAN SUBDIVISION, PHASE 1 FOR OWNERSHIP AND MAINTENANCE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-84.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Elan Subdivision, Phase 1, 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. 23-84 - Staff Report, Resolution No. 23-84, ELAN P1 FINAL ACCEPTANCE, Elan Phase 1 final plat.

9.4. RESOLUTION NO. 23-85 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-85.

INFORMATION: The City Recorder is presenting tax corrections through 10/20/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Template for Resolution No. 23-85 - Nov. 2023 Council Meeting, RESOLUTION NO 23-85, 11-2023 Tax Corrections, 11-2023, Resolution No. 23-85 Exhibit A.

9.5. RESOLUTION NO. 23-86 - A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING QUAIL RUN, PHASE 3 - WARD 5 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-86

INFORMATION: Quail Run, Phase 3 consists of 1,153 linear feet of 8-inch gravity main in Ward 5 of the City of Columbia. The developers have met all of the qualifications for acceptance, i.e. as-built plans, dedication letter, lien affidavit and maintenance surety. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 23-86 Quail Run, Phase 3, Resolution No. 23-86 Quail Run, Phase 3, Quail Run Phase 3, Lien Affidavit.

**9.6. RESOLUTION NO. 23-87 - A RESOLUTION TO ACCEPT THE
SANITARY SEWER IMPROVEMENTS SERVING ELAN, PHASE 2
- WARD 5 - WASTEWATER DEPARTMENT.**

RECOMMENDATION: Approve Resolution No. 23-87.

INFORMATION: Elan, Phase 2 consists of 1,968 linear feet of 8-inch gravity main in Ward 5 of the City of Columbia. The developers have met all of the qualifications for acceptance, i.e. as-built plans, dedication letter, lien affidavit and maintenance surety. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 23-87, Resolution No. 23-87, Elan p2 sewer acceptance letter.

10 ORDINANCES.

**10.1. 2ND CONSIDERATION ON ORDINANCE NO. 4468 - AN
ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME
BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA,
TENNESSEE BY REZONING TAX MAP 101 PARCEL 39.00
LOCATED AT 6218 CAYCE LANE, FROM CD-2 (RURAL
CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD
CHARACTER DISTRICT) - WARD 2 - DEVELOPMENT
SERVICES DEPARTMENT.**

RECOMMENDATION: Deny Ordinance No. 4468 on second consideration.

INFORMATION: The applicant is requesting the property to be rezoned from CD-2 (Rural Character District) to CD-3 (Neighborhood Character District). It consists of a 30 acre property located at 6218 Cayce Lane with the concept plan reflecting 104 residential lots. The Planning Commission reviewed this request at the May 10, 2023 meeting and recommended approval by a vote of three to two with two abstentions.

The Ordinance failed on first consideration at City Council's June 8, 2023 meeting due to the adverse effects on adjoining property owners.

ATTACHMENTS: Staff Report Ordinance No. 4468, Ordinance No. 4468, OrdNo4468-ExhA, OrdNo4468-ExhB, Update to Staff Report, Staff Report, Traffic Impact Study, Stormwater Report.

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: Approve 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: Approve 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. 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) - 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.

10.5. 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 DECEMBER 14, 2023 AS THE DATE OF PUBLIC HEARING - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4483 on first consideration and establish December 14, 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.

10.6. 1ST CONSIDERATION ON ORDINANCE NO. 4484 - AN ORDINANCE FOR THE ABANDONMENT OF A RIGHT OF WAY BEING A PORTION OF PROPERTY OFF WENDY BOULEVARD BETWEEN LOTS 20A AND 21A AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A QUITCLAIM DEED TO THE PROPERTY OWNER AND ESTABLISH THE DATE OF DECEMBER 14, 2023 AS THE DATE OF PUBLIC HEARING. - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4484 on first consideration and establish the date of December 14, 2023 as the date of Public Hearing.

INFORMATION: The City no longer has any use for a portion of right-of-way off Wendy Boulevard. Easements will be kept for utilities. The right-of-way will be split between the two adjacent property owners.

ATTACHMENTS: Staff Report, Ordinance No. 4484, Exhibit "A".

11 OTHER BUSINESS.

12 EXECUTIVE SESSION.

13 ADJOURNMENT.

14 UPCOMING EVENTS.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Director of Development Services, paul@columbiatn.com 931.560.1560

AGENDA ITEM TITLE:

PUBLIC HEARING FOR RESOLUTION NO. 23-74

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting annexation for an approximate 584 linear feet of roadway be annexed into the City. The portion abuts the Hillcrest Village Subdivision development and the annexation will complete that portion of road to be within the City as the southern portion is already within the corporate limits. The Planning Commission reviewed this request at the October 11, 2023 meeting and recommended approval by a vote of four to zero. The required notice of Public Hearing was advertised in The Daily Herald on October 24, 2023 and in Main Street Maury on October 25, 2023.

ATTACHMENTS: None.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Director of Development Services paul@columbiatn.com 931.560.1560

AGENDA ITEM TITLE:

Public Hearing on Ordinance No. 4468

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting the property to be rezoned from CD-2 (Rural Character District) to CD-3 (Neighborhood Character District). It consists of a 30 acre property located at 6218 Cayce Lane with the concept plan reflecting 104 residential lots. The Planning Commission reviewed this request at the May 10, 2023 meeting and recommended approval by a vote of three to two with two abstentions. The required notice of Public Hearing was advertised in The Daily Herald on October 24, 2023 and in Main Street Maury on October 25, 2023.

ATTACHMENTS: *None.*



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Director of Development Services, paul@columbiatn.com 931.560.1560

AGENDA ITEM TITLE:

Public Hearing on Ordinance No. 4482

RECOMMENDATION: Conduct the 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. The required notice of Public Hearing was advertised in The Daily Herald, October 24, 2023 and in Main Street Maury, October 25, 2023.

ATTACHMENTS: *None.*



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: Approve 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.

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: Approve 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.

**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

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

AGENDA ITEM TITLE: RESOLUTION NO. 23-88 - A RESOLUTION DEDICATING THE SOCCER COMPLEX BUILDING LOCATED IN RIDLEY PARK SPORTS COMPLEX IN HONOR OF THE LATE FORMER CITY OF COLUMBIA CITY COUNCIL MEMBER STEVE BOSHERS

RECOMMENDATION: Approve Resolution No. 23-88.

INFORMATION: The City would like to dedicate the Soccer Complex Building located in Ridley Sports Complex to the late former Council Member Steve Boshers. He had a love for sports and it would be fitting to dedicate the building to his memory.

**A RESOLUTION DEDICATING THE SOCCER COMPLEX BUILDING
LOCATED IN RIDLEY SPORTS COMPLEX IN HONOR OF THE LATE
FORMER CITY OF COLUMBIA COUNCIL MEMBER STEVE BOSHERS**

WHEREAS, former Council Member Steve Boshers was born on January 22, 1965 and was an active member of the local government, a pastor and a businessman. He was a proud graduate of Columbia Central High School and for many years he was the territorial manager of O'Reilly Auto Parts; and

WHEREAS, Council Member Boshers stayed active in our community by serving as a Maury County Constable, a reserve deputy for the Maury County Sheriff's Department, a board member of the Maury County Chamber & Economic Alliance and as the Council Member for Ward 2; and

WHEREAS, Council Member Boshers was a man of great faith who impacted countless persons daily. He was a senior minister of the Church of God of Prophecy in Wrigley, Tennessee for thirteen years and was known as a man with character and great integrity; and

WHEREAS, Council Member Boshers loved his family and spending time with them, he also had a love for sports. He was a little league baseball coach and a past President of the Cal Ripken Jr. League. Council Member Boshers enjoyed hunting and supporting the University of Tennessee and the Pittsburgh Steelers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby honor the late former Council Member Steve Boshers by dedicating the soccer complex building located in Ridley Sports Complex in his 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 TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 23-89 - A RESOLUTION DEDICATING A PLAYGROUND AND PAVILION IN WOODLAND PARK LOCATED OFF THE WHEELER DRIVE ENTRANCE IN HONOR OF THE LATE FORMER CITY OF COLUMBIA COUNCIL MEMBER CHARLES KENNETH "KEN" WILES

RECOMMENDATION: Approve Resolution No. 23-89.

INFORMATION: The City would like to dedicate a playground and pavilion in Woodland Park off of Wheeler Drive in honor of the late former City Council Member Ken Wiles. He was a life-long educator and, as such, it is fitting to dedicate the playground and pavilion to his memory.

**A RESOLUTION DEDICATING A PLAYGROUND AND PAVILION IN
WOODLAND PARK LOCATED OFF THE WHEELER DRIVE ENTRANCE IN
HONOR OF THE LATE FORMER CITY OF COLUMBIA COUNCIL MEMBER
CHARLES KENNETH "KEN" WILES**

WHEREAS, former Council Member Charles Kenneth (Ken) Wiles was born on May 16, 1945 in Nashville and was a lifelong educator. He graduated from Lipscomb University and began his teaching career. He served at the following Maury County Schools: Carver Smith, Highland Park, Columbia Academy, Santa Fe and Riverside Elementary from which he retired from in 2010; and

WHEREAS, Council Member Wiles served the citizens of Columbia through various boards throughout his lifetime. He not only served as the Ward 2 Council Member, but he also served on the City's Planning Commission, was a member of the planning committee for the Columbia Riverwalk, served on the Board of Directors of Maury County Board of Public Utilities and was an alumnus of Leadership Maury; and

WHEREAS, he was a devoted member of Graymere Church of Christ and always evident to those who knew him, that his life was guided by his faith. Council Member Wiles greatest joy was his family; however he also loved golf, gardening, bluegrass, guitars and banjo picking.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby honor the late former Council Member Charles Kenneth (Ken) Wiles by dedicating the playground and pavilion located off Wheeler Drive in Woodland Park in his 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

October 12, 2023 - 5:30 PM

PUBLIC HEARINGS

Item 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.

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

There being no one present to speak on the Public Hearing for Ordinance No. 4476, Council Member Greene moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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.

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

There being no one preset to speak on the Public Hearing for Ordinance No. 4479, Council Member Greene moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CALL TO ORDER/ROLL CALL

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

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

INVOCATION BY STEVE DOUGLAS OF RIVERSIDE UNITED METHODIST CHURCH

PLEDGE OF ALLEGIANCE

Council Member Greene led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

All Council Members present voted aye.

PRESENTATIONS

Item 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**

Members of Council shared their memories of former Mayor Barbara McIntyre.

Mayor Molder moved to approve Resolution No. 23-73. Council Member Greene seconded the motion.

All Council Members present voted aye.

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

Wil Evans gave a brief update on what has been happening economically throughout Columbia and Maury County.

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE MINUTES OF THE SEPTEMBER 14, 2023 COUNCIL REGULAR MEETING**

Council Member Greene moved to approve the September 14, 2023 City Council Regular Meeting Minutes. Council Member Marshall seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

Council Member Greene 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 AUGUST 2023 IN THE AMOUNT OF \$5,462,471.73.**

July 14, 2022 - 5:30 PM

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

Item 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.

Item 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.

Item 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.

Item 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.

Item 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.

Item 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.

Item 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.

Item 7.10. - APPROVE THE CERTIFICATION OF CITY OF COLUMBIA REAL AND PERSONAL PROPERTY TAX ASSESSMENTS FOR THE YEAR 2023.

Item 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.

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

July 14, 2022 - 5:30 PM

Item 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.**

Item 7.14. - **APPROVE ROSE HILL CEMETERY ERECTING A TENNESSEE HISTORIC MARKER ON CITY RIGHT-OF-WAY.**

Item 7.15. - **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.**

ADMINISTRATION

Item 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.**

Council Member Marshall moved to approve Item 8.1, request from Maury County Government to waive approximately \$60,000 in building permit fees for the expansion of the Maury County Archives. Council Member Greene seconded the motion.

All Council Members present voted aye.

RESOLUTIONS

Item 9.1. - **RESOLUTION NO. 23-72 – A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN BAKER LANDING SUBDIVISION FOR OWNERSHIP AND MAINTENANCE.**

Council Member Coleman moved to approve Resolution No. 23-72. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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.**

Council Member Coleman moved to approve Resolution No. 23-75. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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.**

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

Council Member Coleman moved to approve Resolution No. 23-76. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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.**

Council Member Greene moved to approve Resolution No. 23-77. Council Member Marshall seconded the motion.

All Council Members present voted aye.

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

Council Member Greene moved to approve Resolution No. 23-78. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.6. - **RESOLUTION NO. 23-79 - TAX CORRECTIONS.**

Council Member Greene moved to approve Resolution No. 23-79. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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.**

Council Member Greene moved to approve Resolution No. 23-80. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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.**

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

Council Member Marshall moved to approve Resolution No. 23-82. Council Member Greene seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 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.

Council Member Greene moved to approve Ordinance No. 4476 as amended on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.2. - 2ND CONSIDERATION OF ORDINANCE NO. 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).

City Manager Massey advised this Ordinance and the next will need to be deferred to the November Agenda.

Mayor Molder moved to defer Ordinance No. 4477 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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.

Mayor Molder moved to defer Ordinance No. 4478 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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.

Council Member Coleman moved to approve Ordinance No. 4479 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

July 14, 2022 - 5:30 PM

Item 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.

Council Member Coleman moved to approve Ordinance No. 4480 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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.

Council Member Greene moved to approve Ordinance No. 4481 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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.

Council Member Marshall moved to approve Ordinance No. 4482 on first consideration and establish the date of November 9, 2023 as the date of Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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.

The City Manager advised the applicant has requested this item be deferred. Council Member Hardison asked why the applicant is requesting the deferral. City Manager Massey advised they want to meet with staff and Mayor. Mayor Molder advised he thinks it is to get questions answered.

Mayor Molder moved to defer Ordinance No. 4483 on first consideration. Council Member Greene seconded the motion.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

July 14, 2022 - 5:30 PM

All Council Members present voted aye.

OTHER BUSINESS

Mayor Molder mentioned the upcoming Employee Fall Picnic. He spoke about the success of Fall Fest and thanked everyone that made the event a success.

City Manager Massey gave an update on Preservation Park and when the statues should arrive.

Council Member Wiles asked for more information about an event that Wil Evans mentioned during his presentation.

Council Member Marshall asked when the redistricting of wards would take effect. City Manager Massey advised after the next Council election.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Council Member Coleman moved to adjourn the meeting. Council Member Greene seconded the motion. All members present voted aye. The meeting adjourned at 06:13 PM. Council went into Executive Session after the meeting adjourned.

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING SEPTEMBER 30, 2023

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	3,379,280.29	591,362.39	1,434,389.67	1,353,528.23
Sanitation Fund	904,470.48	34,738.60	79,195.52	790,536.36
Wastewater Fund	603,319.29	64,174.81	185,621.13	353,523.35
Street & Transportation Fund	-			-
State Street Aid	80,522.32	-		80,522.32
Drug Fund	3,208.99			3,208.99
Debt Service Fund	75,992.29			75,992.29
Capital Projects Fund	80,724.79			80,724.79
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	389,075.08	320,204.70		68,870.38
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board	-			-
	\$ 5,516,593.53	\$ 1,010,480.50	\$ 1,699,206.32	\$ 2,806,906.71

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 9/1/2023 - 9/30/2023**

GENERAL FUND

PAGE 1

132960	9/1/2023	Columbia Power & Water Systems	\$11,826.31
132961	9/1/2023	Maury Regional Medical Center	\$5.00
132962	9/1/2023	Rippey Auto Parts Co Inc	\$72.00
132963	9/1/2023	Duck River Electric	\$77.90
132964	9/1/2023	David's Lock & Key Inc	\$2,254.00
132965	9/1/2023	Utility Equipment Service Inc	\$3,200.00
132966	9/1/2023	Robert J Young Company LLC	\$16.50
132967	9/1/2023	Lose Design - Lose & Associates, Inc	\$6,497.50
132968	9/1/2023	Office Warehouse LLC	\$179.00
132969	9/1/2023	Maury County Chamber &	\$900.00
132970	9/1/2023	Break Time Services	\$80.00
132971	9/1/2023	Best Cleaners	\$246.02
132972	9/1/2023	Tri Star Energy	\$5,330.81
132973	9/1/2023	Atmos Energy	\$118.19
132974	9/1/2023	SRM Concrete	\$932.00
132975	9/1/2023	State Systems, LLC	\$633.00
132976	9/1/2023	Certified Languages International	\$398.75
132977	9/1/2023	Cintas Corporation #241	\$567.17
132978	9/1/2023	Maury Regional Medical Center	\$60.00
132979	9/1/2023	Colonial Life	\$6,248.30
132980	9/1/2023	Needle And Grain	\$180.00
132981	9/1/2023	Verizon Wireless 01	\$255.93
132982	9/1/2023	LanLink Communications, LLC	\$1,070.33
132983	9/1/2023	Charter Communications	\$1,099.00
132984	9/1/2023	Main Street Media of TN	\$43.75
132985	9/1/2023	Sabre Industries, Inc	\$60,589.00
132986	9/1/2023	Legal & Liability Risk Management Institute	\$550.00
132987	9/1/2023	Hwy 31 Exchange Inc	\$19,500.00
132988	9/8/2023	Columbia Rubber & Gasket Co	\$10.33
132989	9/8/2023	Morgan Brothers Electric Inc	\$1,459.86
132990	9/8/2023	Rippey Auto Parts Co Inc	\$84.00
132991	9/8/2023	Tn Dept Of Revenue	\$619.19
132992	9/8/2023	Maury Co United Way	\$449.00
132993	9/8/2023	Columbia Machine Works	\$956.25
132994	9/8/2023	TN Narcotics Officers Assn	\$1,750.00
132995	9/8/2023	Neel-Schaffer	\$1,050.00
132996	9/8/2023	Auto Trim Design	\$6,300.00
132997	9/8/2023	AT&T	\$1,427.39
132998	9/8/2023	Complete Forms Supply Co LLC	\$81.00
132999	9/8/2023	Sunbelt Rentals Inc	\$1,769.41
133000	9/8/2023	Office Warehouse LLC	\$9,541.00
133001	9/8/2023	TN Fire Svs & Codes Enf Academy	\$1,017.00
133002	9/8/2023	Break Time Services	\$122.35
133003	9/8/2023	Impressions	\$858.26
133004	9/8/2023	State Of TN Attn: Lily White	\$90.25
133005	9/8/2023	State Of TN Dept Of Revenue	\$9.50
133006	9/8/2023	Columbia Firefighter Assn	\$475.00
133007	9/8/2023	J & M Supply Solutions	\$194.86
133008	9/8/2023	The Hogan Company	\$1,288.10
133009	9/8/2023	Safe Industries	\$4,646.00
133010	9/8/2023	SRM Concrete	\$4,841.00
133011	9/8/2023	Combined Insurance, a Chubb Company	\$1,007.26

**CITY OF COLUMBIA
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133012	9/8/2023	Cintas Corporation #241	\$50.44
133013	9/8/2023	Kellye Murphy	\$112.00
133014	9/8/2023	Summit Uniforms	\$230.50
133015	9/8/2023	William C Hargrove	\$3,300.00
133016	9/8/2023	Freedom Hill Land Management	\$11,184.58
133017	9/8/2023	Southern Duplicating of Middle Tennessee	\$724.53
133018	9/8/2023	Dominion Window Washing	\$40.00
133019	9/8/2023	WilcoLocal Media	\$810.00
133020	9/8/2023	Wells Fargo Financial Leasing, Inc	\$507.11
133021	9/8/2023	Ford of Columbia	\$3,654.13
133022	9/8/2023	Southern Roots Radio	\$1,800.00
133023	9/8/2023	Columbia Kubota	\$1,062.95
133024	9/8/2023	Trikke Professional Mobility	\$26,424.00
133025	9/8/2023	Jack Morris Auto Glass	\$270.24
133026	9/13/2023	AFLAC-Amer Family Life Assurance Co	\$251.54
133027	9/13/2023	Communications Services, Inc.	\$7,250.00
133028	9/13/2023	Stoltz Printing Co	\$44.50
133029	9/13/2023	AT&T	\$68.18
133030	9/13/2023	Gulf States Distributors Inc	\$9,419.20
133031	9/13/2023	Office Warehouse LLC	\$3,235.00
133032	9/13/2023	Short Services Group dba Landscape Management Co	\$4,106.45
133033	9/13/2023	Impressions	\$3,916.00
133034	9/13/2023	Southern Software Inc	\$1,497.00
133035	9/13/2023	Parman Energy Group LLC	\$281.39
133036	9/13/2023	Better Business Solutions	\$628.67
133037	9/13/2023	Atmos Energy	\$43.18
133038	9/13/2023	Choice Screening	\$83.00
133039	9/13/2023	Cintas Corporation #241	\$407.06
133040	9/13/2023	Maury County 911	\$20,921.55
133041	9/13/2023	Waypoint Business Solutions	\$337.50
133042	9/13/2023	Servant Fire Protection	\$1,453.00
133043	9/13/2023	Freedom Hill Land Management	\$1,350.00
133044	9/13/2023	Kelli Johnson	\$188.64
133045	9/13/2023	Main Street Media of TN	\$43.75
133046	9/13/2023	Law Enforcement Leadership LLC	\$2,040.00
133047	9/13/2023	Holton Concrete Products, LLC	\$2,458.00
133048	9/13/2023	Spring Hill Heating & Cooling	\$9,659.00
133049	9/14/2023	Columbia Power & Water Systems	\$29,287.29
133050	9/14/2023	Morgan Brothers Electric Inc	\$289.05
133051	9/14/2023	CPWS - Broadband	\$600.00
133052	9/14/2023	Atmos Energy	\$237.49
133053	9/14/2023	Regina Connelly	\$118.80
133054	9/14/2023	Freedom Hill Land Management	\$750.00
133055	9/18/2023	NexAir LLC	\$40.11
133056	9/18/2023	Break Time Services	\$28.00
133057	9/18/2023	Parman Energy Group LLC	\$1,240.50
133058	9/18/2023	County Record Services LLC	\$899.41
133059	9/18/2023	Cintas Corporation #241	\$50.44
133060	9/18/2023	VOID-VOID-VOID	\$0.00
133061	9/18/2023	Reach Technologies	\$168.36
133062	9/18/2023	Volunteer Paving LLC	\$124.96
133063	9/18/2023	Southern Events	\$823.50

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133064	9/20/2023	Redman-Davis Inc	\$24,093.00
133065	9/21/2023	Matthew Bender & Co Inc	\$464.71
133066	9/21/2023	Columbia Power & Water Systems	\$13,038.40
133067	9/21/2023	Morgan Brothers Electric Inc	\$1,730.91
133068	9/21/2023	Roto-Rooter	\$2,467.00
133069	9/21/2023	Maury Co United Way	\$449.00
133070	9/21/2023	NAFECO Inc	\$339.00
133071	9/21/2023	Jim's Auto Accessories Inc	\$73.59
133072	9/21/2023	Columbia Machine Works	\$2,350.00
133073	9/21/2023	Neel-Schaffer	\$27,043.48
133074	9/21/2023	David's Lock & Key Inc	\$181.80
133075	9/21/2023	Mail Call	\$1,862.24
133076	9/21/2023	Complete Forms Supply Co LLC	\$1,059.35
133077	9/21/2023	Rogers Group Inc	\$741.65
133078	9/21/2023	Trailer Store	\$75.00
133079	9/21/2023	Dell Marketing L P	\$47.02
133080	9/21/2023	IIA Lifting Services, Inc	\$4,387.00
133081	9/21/2023	Break Time Services	\$200.55
133082	9/21/2023	Unum Life Insurance Co Of Amer	\$1,954.80
133083	9/21/2023	Columbia Firefighter Assn	\$475.00
133084	9/21/2023	Mutual Of Omaha	\$12,555.25
133085	9/21/2023	J & M Supply Solutions	\$677.34
133086	9/21/2023	D & D Towing & Recovery	\$700.00
133087	9/21/2023	Tri Star Energy	\$15,356.81
133088	9/21/2023	Atmos Energy	\$773.89
133089	9/21/2023	AT&T	\$149.17
133090	9/21/2023	Preventia Security	\$220.00
133091	9/21/2023	JayBird Portable Restrooms LLC	\$54.72
133092	9/21/2023	Brookmeade Hardware & Supply	\$235.19
133093	9/21/2023	SRM Concrete	\$4,032.00
133094	9/21/2023	United Waste Haulers Of TN LLC	\$130.00
133095	9/21/2023	State Systems, LLC	\$266.00
133096	9/21/2023	Toby Scroggins	\$1,200.00
133097	9/21/2023	Certified Languages International	\$464.00
133098	9/21/2023	Copycats Print Services Llc	\$160.00
133099	9/21/2023	Cintas Corporation #241	\$1,355.42
133100	9/21/2023	Kellye Murphy	\$468.20
133101	9/21/2023	Foley Products Company, LLC	\$3,476.00
133102	9/21/2023	CivicPlus LLC	\$7,537.01
133103	9/21/2023	Servant Fire Protection	\$880.00
133104	9/21/2023	Verizon Wireless 01	\$177.44
133105	9/21/2023	Verizon Wireless 03	\$41.86
133106	9/21/2023	Dickens Turf & Landscape Supply	\$694.00
133107	9/21/2023	Motorola Solutions Inc	\$319.72
133108	9/21/2023	Apparel Masters of Tennessee	\$938.55
133109	9/21/2023	Davis Tree Service	\$1,000.00
133110	9/21/2023	Liquidity Services Operations LLC	\$687.25
133111	9/21/2023	TargetSolutions Learning LLC	\$11,146.04
133112	9/21/2023	Verizon Connect	\$322.15
133113	9/21/2023	MCC Magazines, LLC	\$6,500.00
133114	9/21/2023	Freedom Hill Land Management	\$1,750.00
133115	9/21/2023	iWorQ System Inc.	\$3,000.00

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133116	9/21/2023	Sonny Hargrove Trucking, LLC	\$5,800.00
133117	9/21/2023	Waynes Pest Control	\$125.00
133118	9/21/2023	Visual Media Co LLC	\$600.00
133119	9/21/2023	Main Street Media of TN	\$853.13
133120	9/21/2023	Ford of Columbia	\$660.62
133121	9/21/2023	Jacey Bomar	\$90.00
133122	9/21/2023	Music City Publications, Inc.	\$8,500.00
133123	9/21/2023	Lampley Concrete, Inc	\$6,800.00
133124	9/21/2023	AT&T (Fiber Optics)	\$1,538.13
133125	9/21/2023	Jack Morris Auto Glass	\$142.62
133126	9/21/2023	Honey Farms Management	\$60,000.00
133127	9/21/2023	Track West Partners	\$160,800.00
133128	9/21/2023	Jessica Tucker	\$188.00
133129	9/21/2023	Robert E Good	\$118.00
133130	9/28/2023	City Of Col Employees Retireme	\$282,054.38
133131	9/28/2023	Columbia Paint & Wallcover	\$85.97
133132	9/28/2023	Columbia Power & Water Systems	\$9,742.19
133133	9/28/2023	Maury Co Government	\$14,325.29
133134	9/28/2023	United Farm & Home Cooperative	\$1,006.77
133135	9/28/2023	Morgan Brothers Electric Inc	\$433.04
133136	9/28/2023	Rippey Auto Parts Co Inc	\$84.00
133137	9/28/2023	Thompson Machinery	\$24,457.83
133138	9/28/2023	Turner & Osborne Tire Co	\$410.04
133139	9/28/2023	Duck River Electric	\$110.84
133140	9/28/2023	Pioneer Manufacturing Company	\$1,898.88
133141	9/28/2023	David's Lock & Key Inc	\$95.65
133142	9/28/2023	Utility Equipment Service Inc	\$540.00
133143	9/28/2023	Southeastern Sound Inc	\$285.00
133144	9/28/2023	Alley-Casetty Brick	\$1,628.90
133145	9/28/2023	Robert J Young Company LLC	\$165.70
133146	9/28/2023	Lose Design - Lose & Associates, Inc	\$4,122.50
133147	9/28/2023	Decision Support Technology	\$1,200.00
133148	9/28/2023	Break Time Services	\$40.00
133149	9/28/2023	Royal Flush Portables	\$285.00
133150	9/28/2023	Campbell & Due Rentals	\$750.00
133151	9/28/2023	Kimley-Horn & Associates, Inc	\$3,192.00
133152	9/28/2023	J & M Supply Solutions	\$351.54
133153	9/28/2023	City Of Col Tn Retirement	\$36,936.70
133154	9/28/2023	Uline	\$2,467.28
133155	9/28/2023	Tri Star Energy	\$7,764.61
133156	9/28/2023	Atmos Energy	\$253.20
133157	9/28/2023	Preventia Security	\$1,933.44
133158	9/28/2023	Daily Herald (Ads)	\$1,533.99
133159	9/28/2023	SRM Concrete	\$2,124.00
133160	9/28/2023	United Waste Haulers Of TN LLC	\$195.00
133161	9/28/2023	Chrysler Dodge Jeep Ram of Columbia	\$777.00
133162	9/28/2023	WES Engineers & Surveyors	\$1,400.00
133163	9/28/2023	Cintas Corporation #241	\$1,451.91
133164	9/28/2023	Kellye Murphy	\$82.27
133165	9/28/2023	Tristar Bank	\$6,364.64
133166	9/28/2023	Verizon Wireless 09	\$88.72
133167	9/28/2023	Alex Troge	\$162.00

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133168	9/28/2023	Friday Night Lines LLC	\$3,200.00
133169	9/28/2023	Motorola Solutions Inc	\$1,440.00
133170	9/28/2023	SiteOne Landscape Supply LLC	\$345.78
133171	9/28/2023	Volunteer Paving LLC	\$172.48
133172	9/28/2023	Waynes Pest Control	\$145.00
133173	9/28/2023	Ford of Columbia	\$2,843.00
133174	9/28/2023	Public Entity Partners	\$6,989.09
133175	9/28/2023	Leia Smith	\$64.19
133176	9/28/2023	Columbia Kubota	\$202.59
133177	9/28/2023	TriStar Collision	\$3,099.68
133178	9/28/2023	William Lester	\$400.00
133179	9/28/2023	The WhoDat Organization	\$300.00
133180	9/28/2023	Chris Clark	\$76.81
133181	9/28/2023	Aaron Bigger	\$769.85
133182	9/29/2023	Columbia Power & Water Systems	\$95.09
133183	9/29/2023	Temple Inc	\$19,115.66
133184	9/29/2023	Complete Forms Supply Co LLC	\$315.00
133185	9/29/2023	Office Warehouse LLC	\$17.00
133186	9/29/2023	TN Fire Svs & Codes Enf Academy	\$191.00
133187	9/29/2023	CMS Uniforms & Equipment	\$269.80
133188	9/29/2023	TN Bureau Of Investigation	\$450.00
133189	9/29/2023	Best Cleaners	\$156.78
133190	9/29/2023	Impressions	\$15.00
133191	9/29/2023	D & D Towing & Recovery	\$3,803.00
133192	9/29/2023	SRM Concrete	\$1,067.50
133193	9/29/2023	Cintas Corporation #241	\$204.74
133194	9/29/2023	Needle And Grain	\$1,366.25
133195	9/29/2023	Maury County 911	\$7,578.83
133196	9/29/2023	Summit Uniforms	\$176.40
133197	9/29/2023	CivicPlus LLC	\$14,826.00
133198	9/29/2023	Firstnet Services Provided By AT&T Mobility	\$1,502.95
133199	9/29/2023	T-Mobile	\$146.09
133200	9/29/2023	Accurate Law Enforcement	\$14,975.00
133201	9/29/2023	Siddons-Martin Emergency Group LLC	\$168.01
133202	9/29/2023	Matthew Burns	\$179.00
133203	9/29/2023	Charter Communications	\$1,099.00
133204	9/29/2023	Trailhead Media LLC	\$2,250.00

Total Purchase Cards:	\$	128,705.90
Total Payroll Transfers:	\$	1,434,389.67
Total Misc. Transfers:	\$	591,362.39
Total Checks: 245	\$	<u>1,224,822.33</u>
Total:	\$	3,379,280.29

STATE STREET AID

8040	9/1/2023	Columbia Power & Water Systems	\$18,797.55
8041	9/1/2023	Duck River Electric	\$62.28
8042	9/1/2023	Neel-Schaffer	\$2,030.00
8043	9/8/2023	Columbia Power & Water Systems	\$11,073.20
8044	9/8/2023	Duck River Electric	\$124.93
8045	9/8/2023	Cutting Edge Lawn and Landscapes	\$1,300.00

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STATE STREET AID

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8046	9/18/2023	G & C Supply Co Inc	\$1,983.00
8047	9/21/2023	3M Company	\$443.44
8048	9/21/2023	Advance Paving	\$7,200.00
8049	9/28/2023	Columbia Power & Water Systems	\$32.70
8050	9/28/2023	Temple Inc	\$35,270.00
8051	9/28/2023	Duck River Electric	\$151.91
8052	9/28/2023	Firstnet Services Provided By AT&T Mobility	\$456.88
8053	9/29/2023	Columbia Power & Water Systems	\$51.69

Total Purchase Cards:	\$	1,544.74
Total Misc. Transfers:	\$	-
Total Checks: 14	\$	<u>78,977.58</u>
Total:	\$	80,522.32

SANITATION

22092	9/1/2023	Columbia Power & Water Systems	\$30.86
22093	9/1/2023	Robert J Young Company LLC	\$16.50
22094	9/1/2023	Tri Star Energy	\$13,147.18
22095	9/1/2023	United Waste Haulers Of TN LLC	\$35,471.72
22096	9/1/2023	Cintas Corporation #241	\$202.01
22097	9/1/2023	Colonial Life	\$614.74
22098	9/8/2023	Fleming Sheet Metal Shop	\$2,400.00
22099	9/8/2023	Impressions	\$125.00
22100	9/8/2023	United Waste Haulers Of TN LLC	\$17,810.48
22101	9/8/2023	Combined Insurance, a Chubb Company	\$106.04
22102	9/8/2023	VOID-VOID-VOID	\$0.00
22103	9/8/2023	Wells Fargo Financial Leasing, Inc	\$134.26
22104	9/8/2023	Mark D. Judd	\$350.00
22105	9/13/2023	Impressions	\$3,916.00
22106	9/13/2023	Atmos Energy	\$43.17
22107	9/13/2023	Brookmeade Hardware & Supply	\$3.80
22108	9/13/2023	Choice Screening	\$40.00
22109	9/13/2023	Cintas Corporation #241	\$193.14
22110	9/13/2023	Servant Fire Protection	\$1,453.00
22111	9/13/2023	Main Street Media of TN	\$112.50
22112	9/13/2023	Environmental Products Group Inc	\$378,091.60
22113	9/14/2023	Columbia Power & Water Systems	\$1,356.52
22114	9/18/2023	Break Time Services	\$28.00
22115	9/18/2023	United Waste Haulers Of TN LLC	\$22,656.05
22116	9/21/2023	Maury County Solid Waste	\$131,069.93
22117	9/21/2023	Unum Life Insurance Co Of Amer	\$165.60
22118	9/21/2023	Mutual Of Omaha	\$684.50
22119	9/21/2023	Tri Star Energy	\$16,749.71
22120	9/21/2023	Daily Herald (Ads)	\$71.88
22121	9/21/2023	Brookmeade Hardware & Supply	\$235.19
22122	9/21/2023	United Waste Haulers Of TN LLC	\$22,030.53
22123	9/21/2023	Cintas Corporation #241	\$553.47
22124	9/21/2023	Marshall County Solid Waste and Recycling	\$2,665.65
22125	9/21/2023	Wastebuilt Environmental Solutions, LLC	\$8,241.28
22126	9/28/2023	City Of Col Employees Retireme	\$12,592.87
22127	9/28/2023	Columbia Power & Water Systems	\$30.13

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SANITATION

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22128	9/28/2023	City Of Col Tn Retirement	\$1,649.11
22129	9/28/2023	Tri Star Energy	\$16,525.11
22130	9/28/2023	United Waste Haulers Of TN LLC	\$23,553.39
22131	9/28/2023	Benchmark Companies	\$66,435.00
22132	9/28/2023	Samsara Inc	\$492.40
Total Purchase Cards:			\$ 8,488.04
Total Payroll Transfers:			\$ 79,195.52
Total Misc. Transfers:			\$ 34,738.60
Total Checks: 41			<u>\$ 782,048.32</u>
Total:			\$ 904,470.48

WASTEWATER

48228	9/1/2023	Columbia Power & Water Systems	\$7,663.18
48229	9/1/2023	Guthrie Sales & Service Inc	\$6,829.56
48230	9/1/2023	Southern Sales Co	\$121.84
48231	9/1/2023	Brenntag Mid-South Inc	\$13,288.00
48232	9/1/2023	Applied Industrial Technologies	\$896.30
48233	9/1/2023	Tri Star Energy	\$3,121.91
48234	9/1/2023	Colonial Life	\$1,113.22
48235	9/1/2023	Waypoint Analytical, LLC	\$85.00
48236	9/1/2023	Onolog, Inc	\$2,000.00
48237	9/8/2023	Ted's Sporting Goods	\$250.00
48238	9/8/2023	Columbia Oil Company Inc	\$477.35
48239	9/8/2023	W W Grainger Inc	\$441.56
48240	9/8/2023	Stuart C Irby Co	\$110.04
48241	9/8/2023	Combined Insurance, a Chubb Company	\$29.40
48242	9/8/2023	Cintas Corporation #241	\$355.18
48243	9/8/2023	Eco-Tech Inc	\$3,439.00
48244	9/8/2023	BAR Environmental Supply, Inc.	\$275.31
48245	9/8/2023	M&A Supply Company, Inc	\$437.79
48246	9/8/2023	Source Technologies	\$20,608.00
48247	9/8/2023	UniFirst First Aid and Safety	\$194.88
48248	9/13/2023	Duck River Electric	\$238.87
48249	9/13/2023	Guthrie Sales & Service Inc	\$5,583.00
48250	9/13/2023	Robert J Young Company LLC	\$63.12
48251	9/13/2023	WM CORPORATE SERVICES, INC	\$37,306.78
48252	9/13/2023	Atmos Energy	\$47.80
48253	9/13/2023	Choice Screening	\$80.00
48254	9/14/2023	Columbia Power & Water Systems	\$76,339.60
48255	9/14/2023	Atmos Energy	\$56.63
48256	9/18/2023	Cintas Corporation #241	\$855.09
48257	9/21/2023	Columbia Power & Water Systems	\$259.45
48258	9/21/2023	Duck River Electric	\$403.15
48259	9/21/2023	AT&T	\$4,971.80
48260	9/21/2023	North Central Laboratories-NCL of Wisconsin, Inc	\$1,147.68
48261	9/21/2023	Vulcan Materials Co	\$1,174.92
48262	9/21/2023	Unum Life Insurance Co Of Amer	\$521.80
48263	9/21/2023	Mutual Of Omaha	\$2,041.55
48264	9/21/2023	Tri Star Energy	\$6,489.64
48265	9/21/2023	Calvin D Gibbs	\$125.00

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WASTEWATER

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48266	9/21/2023	Waypoint Analytical, LLC	\$1,102.00
48267	9/21/2023	Onolog, Inc	\$2,000.00
48268	9/21/2023	Lane Burleson	\$125.00
48269	9/28/2023	City Of Col Employees Retireme	\$28,095.46
48270	9/28/2023	Columbia Power & Water Systems	\$6,206.02
48271	9/28/2023	Duck River Electric	\$2,285.42
48272	9/28/2023	Brown's Body Shop	\$11,743.70
48273	9/28/2023	Applied Industrial Technologies	\$5,298.49
48274	9/28/2023	WM CORPORATE SERVICES, INC	\$23,806.73
48275	9/28/2023	City Of Col Tn Retirement	\$3,679.27
48276	9/28/2023	Tri Star Energy	\$3,311.52
48277	9/28/2023	Atmos Energy	\$47.80
48278	9/28/2023	Cintas Corporation #241	\$585.55
48279	9/28/2023	Gary Martin	\$49,955.00
48280	9/29/2023	Columbia Power & Water Systems	\$777.05
48281	9/29/2023	Nashville Ready Mix	\$429.00
48282	9/29/2023	Atmos Energy	\$48.57
48283	9/29/2023	Cintas Corporation #241	\$401.71
48284	9/29/2023	Waypoint Analytical, LLC	\$1,300.00
48285	9/29/2023	Waynes Pest Control	\$45.00

Total Purchase Cards:	\$	12,836.66
Total Payroll Transfers:	\$	185,621.13
Total Misc. Transfers:	\$	64,174.81
Total Checks: 58	\$	<u>340,686.69</u>
Total:	\$	603,319.29

DRUG

5957	9/1/2023	Valorence, LLC	\$2,287.00
5958	9/13/2023	Thomson Reuters - West	\$64.00

Total Purchase Cards:	\$	857.99
Total Checks: 2	\$	<u>2,351.00</u>
Total:	\$	3,208.99

INSURANCE

3060	9/8/2023	Sun Life Financial	\$38,600.94
3061	9/21/2023	BlueCross BlueShield Of TN	\$22,356.44
3062	9/29/2023	Maury Regional Hospital Marshall Medical Ctr	\$7,913.00

Total Misc. Transfers:	\$	320,204.70
Total Checks: 3	\$	<u>68,870.38</u>
Total:	\$	389,075.08

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 9/1/2023 - 9/30/2023**

CAPITAL PROJECTS

PAGE 9

3040	9/1/2023	Gresham Smith & Partners	\$2,928.03
3041	9/1/2023	Adams Contracting, LLC	\$57,252.00
3042	9/8/2023	Morrison Engineering LLC	\$12,000.00
3043	9/18/2023	Ragan Smith & Associates Inc	\$4,673.20
3044	9/21/2023	LanLink Communications, LLC	\$3,871.56

Total Misc. Transfers:	\$	-
Total Checks: 5	\$	<u>80,724.79</u>
Total:	\$	80,724.79

DEBT SERVICE

2395	9/28/2023	Tristar Bank	\$75,992.29
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Total Misc. Transfers:	\$	-
Total Checks: 1	\$	<u>75,992.29</u>
Total:	\$	75,992.29



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 TENNESSEE PROPERTY MANAGEMENT LLC FOR LANDSCAPE MANAGEMENT SERVICES

RECOMMENDATION: Approve

INFORMATION: In an attempt to beautify the City's downtown area, the City has over several years created planting areas, planted trees and constructed fountains, all of which require continuing maintenance. As in the past, the City has contracted for those services. Our current contract has expired and bids were solicited for a new contract with the option to renew for two additional one-year terms. We received three bids for this, with Tennessee Property Management LLC coming in as the low bidder.

CERTIFICATION:

ATTACHMENTS:

**Agreement for Landscaping Services
Between
City of Columbia
And
Tennessee Property Management LLC**

This is an agreement made this _____ day of November 2023 between The City of Columbia, Tennessee (City) and Tennessee Property Management LLC (Company).

Section 1 – Services to be Provided

The company shall provide landscape management to the City as described in the Invitation to Bid-Landscape Management Service, solicitation # 999-0923-26, a copy of which is included and identified as Attachment 1.

Section 2 – City Responsibilities

The City shall be responsible for making timely payments to the Company based upon conditions described in Section 4.

Section 3 – Periods of Service

This agreement shall be effective upon approval by the City Council of The City of Columbia, beginning December 1, 2023 and execution by all parties for a period of one year with the purchasing agent for the City of Columbia retaining the option to extend the contract for two additional one-year terms.

Section 4 – Payments and Compensation

The Company shall be compensated for services rendered on a monthly basis in an amount as further described in the Company's bid response dated 10/10/2023 which is attached hereto and identified as Attachment 2. The Company shall be responsible to invoice the City on a monthly basis.

Section 5 – General Considerations

5.1 Termination.

In the event the Company fails to perform its obligations under this agreement in a timely fashion or as described in Attachment 1, the City shall notify the Company of such deficiencies in writing. The Company shall have 15 days after receipt of the notice to correct the deficiency otherwise the City may terminate this agreement. The Company shall be entitled to all completed services through the date of the termination.

5.2 Non-Appropriation of Funds

In the event the City fails to appropriate funds for this service described in Attachment 1, this agreement shall be null and void.

The City shall be responsible to notify the Company in writing in timely manner should funds for the service not be appropriated.

The Company shall be entitled to payment for a completed service up to the date of non-appropriation.

5.3 Insurance

The Company shall maintain at its own expense workers compensation insurance and all other insurance as maybe further described in Attachment 1 for protection from claims which may arise as a result of any and all work performed for and on behalf of the City.

5.4 Controlling Laws

This agreement is to be governed by the laws of The State 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.

5.5 Assignment

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

5.6 Entirety

The written terms and provisions of this agreement 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 agreement or agreement documents. This agreement may only be amended in writing.

5.7 Severability

Should any provision, paragraph, sentence, word or phrase contained herein be deemed to be illegal, invalid or otherwise unenforceable, such provision, paragraph, sentence, word or phrase shall be deemed to be modified to conform to law or else shall be deemed severable. In any event the remainder of the agreement shall remain unmodified and enforceable.

5.8 Attachments

All attachments hereto are made a part hereof as if fully set forth herein.

5.9 Consultant Relationship

Nothing in this agreement shall be construed to create an employer / employee relationship between the parties.

City of Columbia
700 North Garden St.
Columbia TN 38401

Accepted and Agreed:
City of Columbia

By _____
Charles (Chaz) M. Molder, Mayor

Attested:

By _____
Thad H. Jablonski, City Recorder

Approved as to Legal Form:

By  _____
C. Tim Tisher, City Attorney

Tennessee Property Management LLC
68 Lighthouse Drive
Summertown, TN 38483

Accepted and Agreed:

By _____
Donald Simmons, Owner

Attachment 1



Invitation to Bid – Landscape Management Services September 26, 2023 Solicitation #999-0923-26

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.CST, October 13, 2023**, and then publicly opened and read aloud for Landscape Management 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, you must:

1. Vendors are requested to register online by using the online link furnished on our web page <http://www.vendorregistry.com/columbia-tn-vendor-registration> . Paper applications are also available on the City's website: www.columbiatn.com
2. A completed bid sheet.
3. All forms must be signed by a representative of the bidder with the authority to bind the bidder.
4. All required documents shall be returned to Purchasing Agent, City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401.
5. Bid envelopes shall be identified on the outside with **ITB Landscape Management Services** and opening date of bid, October 13, 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 or E-mailed bids will not be accepted.

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.

All cost associated with the preparation of this bid or its delivery shall be borne solely by the bidder.

1. SCOPE

The City of Columbia is seeking bids from professional landscape management firms to provide landscape management service for various planting areas within the downtown area, service existing downtown irrigation systems and maintenance on fountains located within the designated areas. It is anticipated that the award for this service will be for a period of one year with the City retaining the option to renew the award for two additional one-year periods. The service will include all labor, equipment and materials required to adequately maintain the identified areas and plant materials as further described herein.

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. **Bid Sheets:** Bidders shall use the bid sheets furnished by the City unless otherwise instructed herein. Failure to submit this sheet as required shall render the proposal invalid. Bid sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the bid 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 Purchasing Agent of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified within this invitation. 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 multi-year 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 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 Agent's 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

1. All vendors are encouraged but not required to inspect all planting areas and review all plans prior to the submission of a bid. Failure to adequately inspect the planting areas, plant materials or review the plans shall not be grounds for modification of the bid or terms and conditions thereof after bid opening.
2. All bids shall either acknowledge the acceptance of the planting areas as they currently exist along with the health of the current plantings or shall note in the bid any problems with the health of the plants or plant selections with regard to future success of plant survival.
3. All bids shall be for a flat monthly rate to include all labor, materials and equipment necessary to perform all required services as listed herein.

4. Bids shall include the flat monthly fee for a 12-month period from the date of the bid award for the existing planting areas as well as a flat monthly fee for two additional one-year extensions.
5. Any extension shall be at the option of the Purchasing Agent for the City of Columbia.
6. All bidders shall supply a list of at least 3 references for work they have performed of a similar nature to include experience with irrigation system maintenance similar to the Rain Bird system currently in use by the City.
7. The City reserves the right to negotiate with the awarded bidder for landscaping services needed as the result of additional streetscapes or planting areas during the terms of this agreement.

4. INSURANCE

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 vendor shall furnish, if requested, 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 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 \$500,000 CSL (combined single limit).
3. Automobile Insurance - Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

5. LAWS, TAXES AND INDEMNIFICATION – The successful vendor shall comply with all applicable local, State and Federal laws. The vendor is further responsible for all taxes associated with providing services under this contract to include all employment related taxes. The vendor agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a result of the actions of the vendor, his employees, or any subcontractors hired as a result of or performing work as a result of an awarded bid.

6. TIME OF THE ESSENCE - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet obligations and shall be cause for cancellation of any purchase order, agreement or contract executed as a result of the bid award.

7. PAYMENTS - Payment will be made after all following conditions have been met:

7.1 Within seven (7) days of submitting monthly invoices to the Assistant Finance Director for the City of Columbia.

8. CANCELLATION – The City reserves the right to cancel any agreement for the following reasons:

- 8.1 Non – appropriation of funds
- 8.2 Failure of the Contractor to perform the services to the satisfaction of the City.
- 8.3 Due to non-renewal on the anniversary date of the award.

9. SPECIFICATIONS & REQUIREMENTS

Site locations:

The following areas are established planting areas and require immediate and ongoing service. Each area contains a mixture of trees, groundcover, and shrubbery. They are located as follows:

- A. All trees and planting areas on the East and West side of North Main Street from the courthouse square fountains to Greenwood Cemetery at 4th Street.
- B. All trees and planting areas on the East and West sides of Garden Street extending from the intersections of 8th Street to 6th Street. These areas are irrigated with a Rain Bird system.
- C. All trees and planting areas on the North and South side of West 7th Street from Courthouse Square to High Street. This area is also irrigated with a Rain Bird System. Additionally, along West 7th from High Street to Beckett Street non-irrigated.
- D. All trees and planting areas located along West 5th from North Main to Riverside Bridge.
- E. All trees and planting areas on the North and South sides of East 6th St from Garden St to Woodland St. These areas are irrigated.
- F. Roundabout located at the intersection of West 6th and North Main St. This area is irrigated and does require maintenance of the fountain located within the planting area as well.
- G. Planting area to the South side of City Hall located at 700 North Garden St.
- H. Trees and Planting Areas around the public square and extending south on South Main St to 8th St.
- I. All trees and Planting Areas along South Garden Street from Carmack Blvd. to Depot Street.
- J. The three (3) Planting Areas located in the parking area behind Ted's and Southern Tre' near Whiskey Alley.

Required Services:

A. Maintain all plant materials in a healthy, growing condition by performing the following work:

- 1. Weeding – All beds shall be maintained in a weed-free condition through the use of herbicides and hand labor.
 - a. Weeds are any vegetation found growing that was not part of the original planting design.
 - b. Any pre-emergent or post-emergent herbicide shall be used in a manner consistent with label instructions and applied in such a manner as to not be harmful to original plants within the designated areas or to plants, grown covers, grass or trees within close proximity to the designated areas but not owned by the City.
 - c. It shall be the contractor's responsibility to remove all dead weeds and weeded material from the site. It shall not be acceptable to leave

clipping, weeds or other materials on the curbs, sidewalks or street nor shall City furnished receptacles designed for litter be used for disposal.

- d. Vendor will be expected to treat any cracks, separations or joints in the sidewalk in the designated areas that have weed growth with a herbicide with sufficient strength to kill existing growth and prevent future growth for a minimum of 90 days.

2. Pruning – All pruning shall be done in a manner that is recognized as a best industry practice for the tree or shrub being pruned. This service shall be reviewed by city staff prior to work.

- a. Trees- Prune deciduous trees when in the dormant state.
Tree Pruning to include annual services as required to maintain the canopy of sidewalk trees such that it does not interfere with pedestrian or vehicular traffic or protrude onto storefronts.
- b. Evergreens – prune using recognized industry best practices standards.
- c. Pruning shall be done to maintain adequate pedestrian and vehicular clearances as well as to remove damaged or dead branches.
- d. All pruning cuts shall be done using appropriate pruning saws or loppers. Chainsaws shall not be allowed.

3. Fertilizing and Mulching – Fertilizer and mulching shall be done at least annually or more frequently as maybe suggested by industry standard.

- a. A properly balanced time released fertilizer shall be applied to all planting areas and in manner and at a rate consistent with manufacturer's directions.
- b. All areas shall be mulched on an annual basis using a disease-free dark hardwood mulch. The depth of the mulch shall be such that mulch itself will serve as a deterrent to weed growth without impairing the growth of the planting materials
- c. Mulch shall be not be applied until the planting area is free of litter, leaves and plant debris.
- d. Areas shall be mulched on or before April 1st each year in preparation for the City's Mule Day celebration.

4. Litter Control – Litter control shall be performed at least every seven (7) days or as necessary.

- a. Litter control shall consist of the removal of all paper, plastic, metal, trash, debris, rocks, leaves, or sticks from the planting areas.
- b. Litter must be removed by the contractor from the site and shall not be placed on sidewalks, streets, curbs or in City trash receptacles.

5. Insect and Disease Control –

- a. Contractor shall immediately notify the City (Purchasing Agent) if insect or disease problems occur.
- b. Contractor shall be responsible for the application of chemicals as may be required for the control of the problem.

- c. Application of chemicals shall be done in accordance with manufacturer's instructions and consistent with good industry practices
- d. Contractor shall furnish City with a list of all chemicals applied, rate of application and date of application. This list shall be supplied along with the bill for the month during which the chemicals were applied.

7. Other services – During the period of any agreement or extension thereof there may be additional landscaping services needed that are not part of the required services listed herein, and said vendor shall have first right of refusal to such services needed.

- a. Additional services may include added maintenance areas or the removal of dead plants and installation of new plants. The cost of additional services will be in addition to the contracted costs for maintenance and shall not be performed without a cost estimate being submitted by the contractor and approved by the City.

B. Maintenance of in-ground irrigation system which includes:

- 1. Routine inspection when maintaining the beds
- 2. Winterizing the system as required in the fall
- 3. Maintaining a proper watering schedule that does not interfere with operations of downtown businesses hours.
- 4. Restarting the system in the spring with a full inspection for leaks and proper operation.

C. Maintenance of the fountains

- 1. Located in the roundabouts at the intersection of East 6th and North Main St and at the Public Square and North Main St.

D. Mowing

- 1. Seasonal mowing of grassed areas along landscape beds.

10. RESPONSIBILITIES OF THE PARTIES

A. Vendor –

- 1. The vendor shall be responsible for the replacement of materials whether owned by the City or not which the City Judge shall deem as damaged or killed by poor industry practices or knowledge.
- 2. Shall performance of all services as defined herein.
- 3. Vendor shall in writing inform the City immediately of any conditions that affect the health of the plants, the conditions of the planting areas or safety of the public.
- 4. Shall submit a list of all chemicals, fertilizers, herbicides or sprays used on the planting areas along with the dates of applications.
- 5. Shall have adequate equipment and staff to perform all services on a timely basis.
- 6. Shall have adequate knowledge and experience in landscape management of this nature.
- 7. Shall have all necessary permits and licenses required to perform the services required to include any required for chemical applications.

8. Vendor shall submit monthly invoices for services to the City of Columbia Finance Department.

B. The City –

2. The City shall reimburse the contractor on a monthly basis and at the monthly rate as bid or as agreed upon for any future renewals.
 3. The City shall approve in writing any additional work to be performed prior to the work being performed.
 5. The City may inspect all planting areas on a monthly basis for compliance to the terms of this agreement and provide the contractor with any areas of concern when and if they are identified.
 6. Provide the vendor a written notice of concerns regarding required services noted on inspection and allow the vendor 30 days from the date of the notice to remedy the problems.
 7. Failure to adequately address any problems noted may result in termination of the agreement.
11. Contract for Services – The awarded vendor will be required to execute a contract for services with the City of Columbia which shall incorporate this invitation to bid and the vendor's response.
 12. Award of the bid – A recommendation for award will be made to the lowest responsive, responsible vendor and the following conditions have been met:
 1. Proof of insurance as required herein has been furnished.
 2. Listing of three reference for which similar services have been provided.



Invitation to Bid: Landscape Management Services
 Solicitation # 999-0923-26
 Bid Opening: 10/13/2023; 2:00 PM

Vendor	1 st Year / Month	2 nd Year / Month	3 rd Year / Month
Landscape Management Company P O Box 377 Columbia, TN 38402	\$4,414.43	\$4,745.52	\$5,101.43
Cutting Edge Lawn and Landscapes 869 Mt Olivet Rd Columbia, TN 38401	\$4,256.66	\$4,256.66	\$4,298.56
Tennessee Property Management LLC 68 Lighthouse Drive Summertown, TN 38483	\$3,312.50	\$3,412.00	\$3,512.00

This is a tabulation of all bids received.

Sommar Jaynes, Purchasing Agent



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE:

APPROVE PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE FIRST QUARTER OF FY 2024 \$50,000

RECOMMENDATION: Approve.

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

The 2016 contract extension terminated on October 2, 2018. The City's FY 2023 budget includes \$200,000 for the City's contribution towards facility operations, or \$50,000 per quarter. An invoice has been received for the first quarter of FY 2024, which exceeds \$50,000. The invoice and supporting documentation have been reviewed by the Finance Department.

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

Maury County Government

INVOICE

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

DATE:

October 12, 2023

INVOICE #

FY2023-2024 Q1

FOR:

Animal Shelter Maintenance

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

DESCRIPTION				AMOUNT
Revenue:				
Animal Shelter Revenue, 7/1/2023-9/30/2023				\$ 1,948.50
Subtotal				\$ 1,948.50
Expenditures:				
Operational, 7/1/2023-9/30/2023				\$ 224,678.44
Labor to replace bulbs & ballasts in light fixtures on 9/12/2023				
Johnnie Shipp	Hourly Rate	Hours Worked		
	\$28.58	1		\$28.58
Robert Walker	\$26.88	1		\$26.88
Labor to repair sink faucet on 9/25/2023				
Johnnie Shipp	Hourly Rate	Hours Worked		
	\$28.58	1		\$28.58
Robert Walker	\$26.88	1		\$26.88
Labor to replace emergency ballast in light fixture on 9/26/2023				
Jeff Thomas	Hourly Rate	Hours Worked		
	\$34.52	1.5		\$51.78
Doug Carrington	\$34.06	1.5		\$51.09
Labor to replace faucet at dishwasher on 9/27/2023				
Johnnie Shipp	Hourly Rate	Hours Worked		
	\$28.58	1		\$28.58
Robert Walker	\$26.88	1		\$26.88
Subtotal				\$ 224,947.69
Net Total for Q1 FY 2023/2024 Operating Expenses				\$ 222,999.19
TOTAL DUE				\$ 111,499.60

Page 1 of 1

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



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: RECEIVE AND FILE QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING JUNE 30, 2023 PURSUANT TO THE CITY'S INVESTMENT AND INTERNAL CONTROLS POLICIES

RECOMMENDATION: Acknowledge receipt of report on City investments for the period ending June 30, 2023.

INFORMATION: The State of Tennessee requires that any municipality investing City reserve funds shall adopt an investment policy. The City Council adopted an investment policy at the December 13, 2018 City Council meeting. According to internal controls developed subsequent to the policy, staff prepares and files quarterly investment reports with the City Council.

The City began investing excess reserve funds in treasuries in March 2019. The attached investment reports reflects all investment activities through the quarter ending June 30, 2023. After a rebound in the market for treasuries in October 2021, additional reserve funds were reinvested in treasuries to capture the maximum possible interest income.

Highlights for the quarter ending June 30th include:

- \$16,046,651 in new funds invested or reinvested in treasuries during the quarter.
- There were no withdrawals during the period ending June 30.
- \$245,535 represents the investment/interest income received for all funds during the period

City of Columbia
Quarterly Investment Report
4/1/2023 - 6/30/2023

Reported to City Council on November 9, 2023

Delivered by:



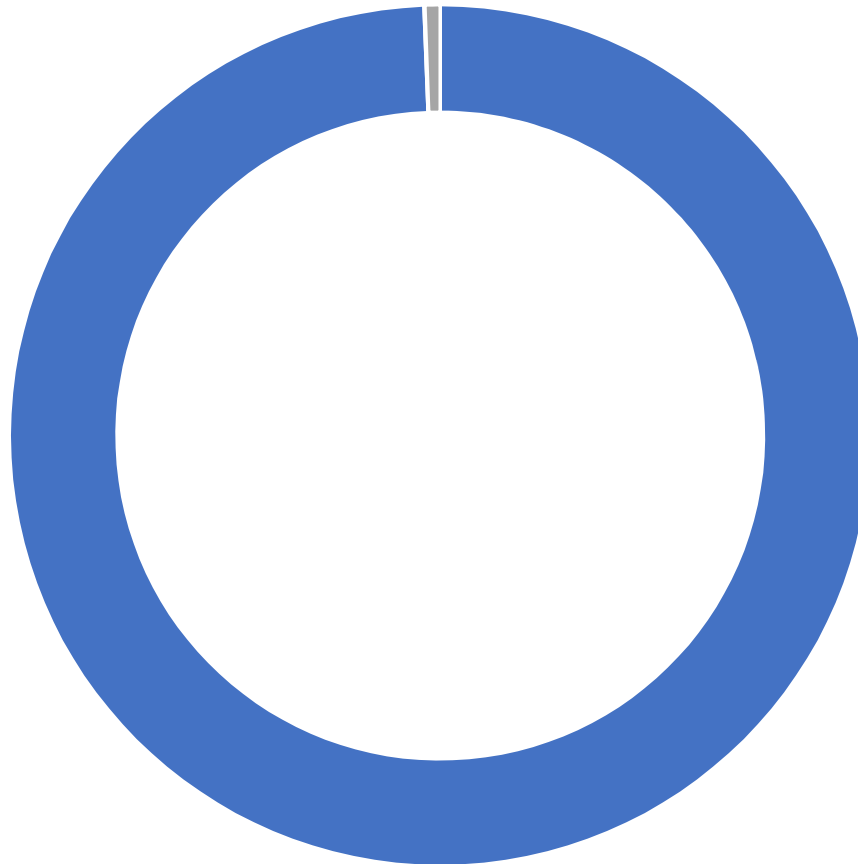
Thad H. Jablonski
Assistant City Manager, CFO & City Recorder

Investment Highlights

\$	16,046,651	New Funds invested during the quarter
\$	-	Amount of withdrawals during the quarter
\$	245,535	Investment/Interest income received for the quarter (All Funds)

Investment Asset Allocation

■ United States Treasury Notes/Bills ■ US Govt. Money Market Funds ■ Cash



Product Type	Balance	Allocation %
United States Treasury Notes/Bills	70,052,772	99.40%
US Govt. Money Market Funds	23,179	0.03%
Cash	401,897	0.57%

Raymond James/First Farmers Investment Portfolio Value							
	Inception 3/5/2019	4/1/2022- 6/30/2022	7/1/2022- 9/30/2022	10/1/2022- 12/31/2022	1/1/2023 3/30/2023	4/1/2023 6/30/2023	LTD 3/5/2019- 6/30/2023
Investments - Treasury Securities/MMF	34,435,865	53,918,511	53,932,829	53,993,688	54,024,340	54,119,544	54,119,544
Cash	9,745	27,209	23,117	30,652	95,204	401,897	401,897
Total	34,445,610	53,945,720	53,955,946	54,024,340	54,119,544	54,521,441	54,521,441
Beg Bal Investment in Treasury Sec.	-	44,908,855	53,918,511	53,932,829	53,993,688	66,006,121	-
Initial Investment in Treasury Sec.	34,435,865						34,435,865
Investment Acquisitions	-	8,988,658	14,317	3,060,396	12,012,433	16,046,651	106,016,061
Maturities/Disposals	-	-	-	(2,999,537)	0	(12,000,000)	(70,847,563)
Bond Discount/Realized Gains/Chg in Accrued	-	20,999	-	-			448,409
	34,435,865	53,918,511	53,932,829	53,993,688	66,006,121	70,052,772	70,052,772

Raymond James/First Farmers Deposit Program Cash Value							
	Inception 3/5/2019	4/1/2022- 6/30/2022	7/1/2022- 9/30/2022	10/1/2022- 12/31/2022	1/1/2023 3/30/2023	4/1/2023 6/30/2023	LTD 3/5/2019- 6/30/2023
Cash - Beg. Bal.	-	76,855	27,209	23,117	30,652	95,204	-
Investment Interest Income		58,404	10,206	118,798	12,127	116,877	1,287,250
Interest Income	-	9	8	226	13,983	128,658	145,358
Contributions	34,445,610	9,000,000	12	-	12,000,012	4,016,031	108,242,269
Maturities/Disposals	-	-	-	2,999,537	(0)	12,000,000	70,847,563
Reinvestments	(34,435,865)	(8,988,658)	(14,317)	(3,060,396)	(12,012,433)	(16,046,651)	(140,451,926)
Withdrawals	-	(119,402)	-	(50,630)	50,864	91,777	(34,712,848)
Debt Service Paid	-	-	-	-	-		(4,955,769)
Total	9,745	27,209	23,117	30,652	95,204	401,897	401,898

Raymond James/First Farmers Investment Income							
	Inception 3/5/2019	4/1/2022- 6/30/2022	7/1/2022- 9/30/2022	10/1/2022- 12/31/2022	1/1/2023 3/30/2023	4/1/2023 6/30/2023	LTD 3/5/2019- 12/31/2022
Investment Income	-	58,404	10,206	118,798	12,127	116,877	1,287,250
Bond Discount/Realized Gains	-	20,999	-	-	-	-	448,409
Interest Earned	-	9	8	226	13,983	128,658	145,358
Total Investment Income	-	79,412	10,214	119,024	26,110	245,535	1,881,017



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kellye Murphy, Marketing & Tourism Director, kmurphy@columbiatn.com, 931-560-1010

AGENDA ITEM 7.2. TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND LIFESTYLE PUBLICATIONS FOR ADVERTISING IN THE DECEMBER AND MARCH ISSUES OF FRANKLIN LIFESTYLES IN THE AMOUNT OF \$2,880.

RECOMMENDATION: Approve

INFORMATION: Franklin Lifestyle is a new advertising opportunity for Visit Columbia. This publication comes in print and online. Visit Columbia will purchase a full-page ad in the December holiday issue and the March spring issue for \$2,880.

CERTIFICATION: The Chief Financial Officer certifies that \$2,880 is budgeted and unencumbered in Tourism Enhancement – General Fund – Professional Services

Advertising Agreement Terms and Conditions Please Read Carefully

Acceptance. By signing below, and by advertising with Lifestyle Publications, LLC, its successors and assigns (Lifestyle Publications), Advertiser, its successors and assigns and including its buying agencies or services (Advertiser) agrees without limitation or qualification, to be bound by, and to comply with these Terms and Conditions.

Provision of Advertising Materials. Advertiser will provide all materials for the advertisement in accordance with Lifestyle Publications policies in effect at the time, including without limitation to the manner of transmission to Lifestyle Publications and the lead-time prior to publication of the advertisement. Lifestyle Publications shall not be required to publish any advertisement that is not received in accordance with this provision and may substitute a previously published ad or other ad in Lifestyle Publication's sole discretion. If the Advertiser fails to provide materials in accordance with this provision, Advertiser will be charged for the ad space reserved whether the advertisement runs in the publication or not.

Positioning and Layout. Except as otherwise expressly provided in the Advertising Agreement, positioning of advertisements and all layout decisions within the magazine or on any page is at the sole discretion of Lifestyle Publications.

Full Payment. Advertiser agrees that full payment of the contract price must be rendered in order for the terms of the contract to be satisfied. Payment is not dependent upon receipt of tear sheets. No partial payment or pro-rated amounts will be accepted as payments in full unless otherwise specified in writing. Invoices are due upon receipt. Failure to pay the amount due for more than 30 days will constitute a material breach by the Advertiser which gives Lifestyle Publications the right to cancel publication of future advertisements and collect based on the terms under Cancellations below, to be exercised at Lifestyle Publication's sole discretion.

All accounts past-due more than 30 days will incur interest charges of 1.5% per month. Advertisers will be charged a \$30 fee for each returned check.

Cancellations. Advertiser understands that Lifestyle Publications offers discounted rates for multi-month contracts, and that Lifestyle Publications relies on Advertiser's agreement to fulfill a multi-month term in its business planning, in determining magazine layout and forecasting, and in determining publishing rates and schedule. Advertiser understands and agrees that Lifestyle Publications will incur damages that may be difficult to quantify by Advertiser's early cancellation.

If Advertiser cancels this contract for any reason, Advertiser will be charged a \$200 cancellation fee and all published advertising and design services under the contract will be re-invoiced at the open

(month-to-month) rate for advertising and the applicable design services rate published in Lifestyle Publications' most current Media Kit. Advertiser understands that the monthly ad rate in the most current Media Kit may differ from and supersedes the rate presented at the time of signing for the purposes of re-invoicing under this section.

Upon cancellation, Advertiser will be charged the most current open rate for all editorial content published as part of the Advertising Agreement, if Advertiser had not been previously charged for it. Editorial content shall be charged at the open rate for advertising, according to the size of the editorial. For example, if editorial is a full page, the Advertiser will be charged the open rate for a full page ad.

Advertiser must give written notice of cancellation 20 days prior to the next scheduled ad submission deadline. The contract will only be deemed canceled when Advertiser has paid in full all amounts due, unless otherwise stipulated in writing by an authorized agent of Lifestyle Publications.

Rejection of Advertisement. Advertiser understands that Lifestyle Publications is a family friendly publication, that it upholds strict graphic and editorial standards, and that it works diligently to maintain its public image. Not all advertisements will be consistent with Lifestyle Publications' family-friendly purpose and/or image, or meet the publication's graphic and editorial standards. Therefore, Advertiser understands and agrees that Lifestyle Publications may, at its sole discretion, reject advertisements for publication for any reason whatsoever. If Lifestyle Publications rejects an advertisement for publication, Advertiser may submit an acceptable replacement advertisement within Lifestyle Publications' deadlines for publication.

Copyrights. All advertising that represents the creative effort of Lifestyle Publications and/or the utilization of creativity, illustrations, labor, composition, or material furnished by Lifestyle Publications remains the property of Lifestyle

Publications, including all copyrights, unless otherwise stated in writing and signed by Advertiser and an authorized agent of Lifestyle Publications. Advertiser understands and agrees that it cannot authorize reproductions, in whole or in part, of any such advertising, unless specifically allowed in writing by an authorized agent of Lifestyle Publications. Lifestyle Publications may edit or otherwise alter any editorial content submitted and retains all copyrights in the published content.

No Warranty. Lifestyle Publications MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

Limitations of Liability. In the event that Lifestyle Publications fails to publish an advertisement and/or editorial in accordance with the schedule provided in the Advertising Agreement, or in the event that Lifestyle Publications fails to deliver the full time period prescribed in the Advertising Agreement, or in the event of any other failure, technical or otherwise of such advertisement and/or editorial to appear as provided in the Advertising Agreement, the sole liability of Lifestyle Publications and exclusive remedy of Advertiser shall be limited to placement of the advertisement and/or editorial at a later time until the total advertising time is delivered, unless the magazine is discontinued or Lifestyle Publications cancels this Advertising Agreement, which it may do at its sole discretion, in which case all obligations beyond the last issue published are relieved after full payment for outstanding invoices is made. Claims for any failure must be made within 30-days following the date of such failure. IN NO EVENT SHALL Lifestyle Publications BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

Advertiser Warranty and Indemnification. Advertiser warrants and represents (1) that any ad and/or materials submitted does not violate applicable law, including trademark, copyright or other property rights of any third party, and (2) that Advertiser is authorized to publish the ad and/or materials submitted. Advertiser agrees to hold harmless and defend at their sole cost Lifestyle Publications from any liability, loss or expense (including court costs and attorneys' fees), arising out of any breach of the aforementioned warranties and representations.

The person signing this agreement on behalf of Advertiser warrants that he or she has the authority to enter into this binding Agreement on behalf of Advertiser.

Force Majeure. Each party shall be excused from liability to perform its obligations under this contract where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages, or controls or regulation of federal, state, or local governments.

Attorney Fees. If Lifestyle Publications must pursue collections or enforce this contract, or if suit is brought by Lifestyle Publications for collection or enforcement, then Advertiser shall pay to Lifestyle Publications all costs of collection and enforcement, including reasonable attorney's fees and court costs.

Choice of Law, Jurisdiction, and Venue. This agreement shall be construed in accordance with the laws of the State of Kansas, except to the extent that federal law preempts Kansas law. Advertiser irrevocably consents to the personal jurisdiction of the state and federal courts located in the state, county, or judicial district in which Lifestyle Publications' principal place of business is located and hereby waives all questions of personal jurisdiction for the purpose of carrying out this provision. Advertiser hereby agrees that service of process may be made upon Advertiser in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Kansas or federal law and further agrees that venue for any proceeding relating to or arising out of this Agreement shall be the county or judicial district in which Lifestyle Publications principal place of business is located; provided, however, that Lifestyle Publications may bring any action for injunctive or other extraordinary relief in any state or federal district court which has jurisdiction.

Entire Agreement and Severability. This contract constitutes the entire agreement between Lifestyle Publications and Advertiser concerning the subject matter hereof, and supersedes any prior Agreements. No representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the that provision shall be severed and replaced with a new provision that most closely reflect the original intention of the parties and the remaining provision of this Agreement. Failure to enforce any provision shall not be deemed a waiver or relinquishment of any rights under that provision. Any amendment must be agreed to in writing by both parties.

I affirm that I have had the opportunity to review this contract in its entirety, and that I understand and agree with all of the terms of the contract.

DATE:

By: Name/Title

Signature

Approved as to Legal Form:

C. Tim Tisher
C. Tim Tisher, City Attorney

Advertising Agreement

Lifestyle publications™

Date 10-19-23 ^{owner} Athena West Region South Fiscal Year 2023
 Company Name City of Columbia Contact Kellyc. Murphy
 Address 700 N. Garden Street Ste _____
 City/State/Zip Columbia, TN 38401
 E-mail Kmurphy@columbiatn.com Website VISITCOLUMBIATN.COM
 Fax _____ Office Phone 931-560-1575 Mobile _____

Publication	Monthly Price	# Months	Size	Notes
Franklin	1440	2	Full	Dec 2023 & March 2024

Total sales amount	<u>2,880</u>	Publication run dates: Start <u>Dec 2023</u> End <u>March 2024</u>
Design fee		Comments/instructions: <u>2 ads; 1 social media post.</u>
Total amount due	<u>2,880</u>	
Monthly payment		
First months payment (includes design fee if applicable)		Birthday: _____ Company Anniversary: _____

Payment type: ☐ Visa ☐ Mastercard ☐ American Express ☐ Discover ☐ ACH

Name on Credit Card _____

Card Number _____ Exp. date _____ CSV _____

Bank Name (for ACH) _____ Account # _____ Routing # _____

Billing address (if different than above) _____

City/State/Zip _____

Signature X _____ Date _____

By signing, I authorize Lifestyle Publications, LLC to charge my card / initiate ACH payments for all amounts due under this Agreement.

Lifestyle publications™

514 W. 26th St. | Kansas City, MO 64108 | Fax 888.599.0733



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE PURCHASE OF (4) FORD POLICE INTERCEPTOR UTILITY AWD VEHICLES FROM FORD OF MURFREESBORO IN THE AMOUNT OF \$183,928 UTILIZING THE STATE OF TENNESSEE CONTRACT

RECOMMENDATION: Approve the purchase of 4 Ford Police Interceptor Utility AWD vehicles from Ford of Murfreesboro in the amount of \$183,928.00

INFORMATION: This entire purchase of the 4 Sports Utility Vehicles will cost the City of Columbia \$183,928.00

CERTIFICATION:

ATTACHMENTS: Sales Quote with vehicle options, State Of Tennessee contract SWC 209 #80356, Staff Report

SALES QUOTE

FORD OF MURFREESBORO

SWC 209 NO. 80536

TO:
City of Columbia

DATE: 10/23/2023
QUOTE ID: 23-00085

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	K8A	PI Utility AWD	\$45,372.00	\$45,372.00
1	OPT	Optional Equipment	\$610.00	\$610.00
Please sign and return this quote and attached vehicle information with a signed PO to place your order.				
Total Price			\$45,982.00	\$45,982.00



Prepared by: Jason McCullough

10/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$47,165.00
Packages		
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) (136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.	-\$2,830.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps.	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included

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



Prepared by: Jason McCullough

10/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	

Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included
	<i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
68G	Rear-Door Controls Inoperable	\$75.00
	<i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
	<i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	
17A	Rear Auxiliary Air Conditioning	\$610.00

Emissions

425	50 State Emission System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	

Exterior Color

YZ_01	Oxford White	N/C
-------	--------------	-----

Interior Color

96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
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SUBTOTAL	\$45,755.00
Destination Charge	\$1,595.00
TOTAL	\$47,350.00

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Prepared by: Jason McCullough
10/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Major Equipment

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

- * 18 x 8-inch front and rear black steel wheels
- * P255/60RW18 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 250A
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * 4.2 inch primary LCD display
- * AM/FM stereo radio
- * External memory control
- * Wheelbase: 119.1"
- * Trip computer
- * Power door mirrors
- * LED brake lights
- * Variable intermittent front windshield wipers
- * Electronic stability control system with anti-roll
- * Driver front impact airbag
- * Passenger front impact airbag
- * Airbag occupancy sensor
- * Automatic climate control
- * Rear under seat climate control ducts

Exterior: Oxford White

Interior: Charcoal Black w/Unique HD Cloth
Front Bucket Seats w/Vinyl Rear

- * Class III tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel dual exhaust
- * Battery rating: 730CCA
- * Fuel tank capacity: 21.40 gal.
- * Steering wheel mounted audio controls
- * Seek scan
- * Vehicle body length: 198.8"
- * Standard ride suspension
- * Rear window defroster
- * Manual folding door mirrors
- * Deep tinted windows
- * Speed sensitive wipers
- * Manual rear child safety door locks
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 7 airbags
- * Dual-zone front climate control
- * Fixed rear seats

As Configured Vehicle

STANDARD VEHICLE PRICE	MSRP
Order Code 500A	\$47,165.00
3.73 Axle Ratio	N/C
G/VWR: 6,840 lbs (3,103 kgs)	Included
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
50 State Emission System	STD
Driver Only LED Spot Lamp (Unity)	\$395.00
Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
Rear-Door Controls Inoperable	\$75.00
Oxford White	N/C
Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Engine: 3.3L V6 Direct-Injection (FFV)	-\$2,830.00
Transmission: 10-Speed Automatic (44U)	N/C

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



Prepared by: Jason McCullough
10/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Major Equipment

- * 35-30-35 folding rear seats
- * Front facing rear seat
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * Driver seat with 8-way directional controls
- * Height adjustable front seat head restraints
- * Manual reclining driver seat
- * Power driver seat fore/aft control
- * Manual reclining passenger seat
- * Cloth front seat upholstery
- * Manual driver seat lumbar
- * 4-wheel antilock (ABS) brakes
- * Hill start assist
- * Split-bench rear seat
- * Fold forward rear seatback
- * Manual rear seat head restraint control
- * Bucket front seats
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Power height adjustable driver seat
- * Power driver seat cushion tilt
- * Manual passenger seat fore/aft control
- * Vinyl front seatback upholstery
- * 4-wheel disc brakes
- * Brake assist system

As Configured Vehicle

	MSRP
Rear Auxiliary Air Conditioning	\$610.00
SUBTOTAL	\$45,755.00
Destination Charge	\$1,595.00
TOTAL	\$47,350.00

Fuel Economy

City
N/A



Hwy
N/A

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



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

Statewide Multi-Year Contract Issued to:

TT OF F MURFREESBORO INC
1550 NW Broad St
Murfreesboro, TN 37129

Vendor ID: 0000141024

Contract Number: 0000000000000000000080356

Title: SWC209 Vehicles

Start Date : September 15, 2023 End Date: December 31, 2024

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

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

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

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

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, Ford, Generic SWC209 Asset
Unit of Measure: EA

Line 2

Item ID: 1000179936
Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 3

Item ID: 1000179937
Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 4

Item ID: 1000179938
Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 5

Item ID: 1000179939
Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA

Line 6

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA

APPROVED:   Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of TN CPO,
ou=Department of General Services,
email=Mike.Perry@tn.gov, c=US
Date: 2023.09.08 08:21:35 -0500

CHIEF PROCUREMENT OFFICER

BY:  Digitally signed by Mike
Neely
Date: 2023.09.08
08:12:38 -05'00'

PURCHASING AGENT _____
DATE



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Wanda McClain, HR Director, wmcclain@columbiatn.com , 931-560-1570

AGENDA ITEM TITLE:

APPROVE THE CITY OF COLUMBIA'S ADMINISTRATIVE FEES FOR GROUP MEDICAL INSURANCE PREMIUMS EFFECTIVE JULY 1, 2023, AND AUTHORIZE THE MAYOR TO SIGN ANY NECESSARY DOCUMENTS

RECOMMENDATION: Approve.

INFORMATION: For the plan year effective July 1, 2023, the City received new rates for our administrative fees with Blue Cross Blue Shield of Tennessee; Blue Cross offered a multi-year contract with a shared savings option.

This agreement becomes effective at 12:01 A.M. Eastern time on July 1, 2023, and shall remain in effect until June 30, 2024, unless Employer and Blue Cross agree in writing, executed by both parties, to extend the term prior to June 30, 2024.

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
BLUECROSS BLUESHIELD OF TENNESSEE, INC.
AND
CITY OF COLUMBIA**

This Administrative Services Agreement (the "Agreement"), is by and between City of Columbia ("Employer") and BlueCross BlueShield of Tennessee, Inc. ("BlueCross"), and is effective as stated in Section 3.1 of this Agreement. Employer and BlueCross may be individually referred to in this Agreement as a "Party" and are collectively referred to in this Agreement as the "Parties".

WHEREAS, Employer has established a self-funded Employee Welfare Benefit Plan; however, Employer represents that this Employee Welfare Benefit Plan ("Plan") is not subject to ERISA;

WHEREAS, BlueCross offers to sponsors of self-funded employee welfare benefit plans certain administrative and related services in connection with such sponsors' administration of their plans; and

WHEREAS, Employers seeks for BlueCross to provide, and BlueCross seeks to provide, administrative services to and on behalf of Employer and the Plan as set forth in this Agreement.

NOW THEREFORE, in consideration of the promises, covenants, representations, and warranties set forth herein, and other consideration, the sufficiency of which is hereby acknowledged, the Parties each hereby agree as follows:

ARTICLE I – RESPONSIBILITIES OF THE PARTIES

- 1.1. BlueCross. BlueCross shall provide administrative claims payment services in accordance with the terms of the Benefit Documents, shall perform other services as set forth in this Agreement, and shall perform other duties specifically assumed by BlueCross pursuant to this Agreement. BlueCross does not assume any financial risk or obligation with respect to Approved Claims. BlueCross shall perform its services and duties in accordance with the terms of this Agreement and applicable law and will administer the benefits in accordance with BlueCross's customary administrative standards and practices and generally accepted standards applicable to claims administration, including other licensees of the Association.
- 1.2. Employer. Employer shall perform the obligations set forth in this Agreement, including maintaining the Plan in accordance with applicable law, providing information to BlueCross regarding the Plan and Members necessary to administer the Plan, and timely funding and payment of Approved Claims and ASFs. Employer may designate a third party to perform any of its duties under this Agreement; provided, however, such designation shall not release Employer from its obligations pursuant to this Agreement and such third-

parties, in performing such duties, shall be subject to the same performance obligations as applicable to Employer.

- 1.3. Benefit Documents. Employer shall provide BlueCross with a current, detailed, accurate copy of the Benefits Documents, which are attached as Exhibit A ("Benefit Documents"), and any changes to the Plan. Employer shall notify BlueCross of any planned changes Employer intends to make to the terms and/or conditions of the Benefit Documents or the Plan. Notification shall be made sufficiently in advance of any such changes so as to permit BlueCross reasonable time to review and/or implement such changes. It is Employer's obligation to ensure all Benefit Documents, whether produced by BlueCross or Employer, meet the requirements of applicable laws. Employer agrees that all Association-mandated language shall be included in its Benefit Documents. BlueCross shall not be responsible for administering any Benefit Document that has not been reviewed and accepted by BlueCross. Until Employer has approved the Benefits Documents, BlueCross will administer the quoted benefits according to the descriptions contained in Employer's Benefits Documents last accepted by BlueCross.
- 1.4. Stop Loss Coverage. Employer has entered into a stop loss arrangement with a stop loss vendor. BlueCross's duties with regard to this stop loss arrangement are set forth in Exhibit C.
- 1.5. Fiduciary Responsibility. Employer is solely responsible for the fiduciary responsibilities of administering its Plan and maintaining adequate funding to support the Plan, determining eligibility under the Plan, and preparing and providing its covered employees with copies of Benefit Documents. Although Employer's Plan is not subject to ERISA, Employer acknowledges that BlueCross is acting in a ministerial capacity and is not the "Administrator," the "Claims Fiduciary," nor the "Named Fiduciary" of Employer's Plan, as those terms are defined in ERISA. The "Plan Administrator" of the Plan, as that term is defined in ERISA, is Employer.
- 1.6. Claims Funding. Employer shall timely pay the invoiced amount for Approved Claims. Nothing in this Agreement shall obligate or shall be deemed to obligate BlueCross to use its funds to satisfy any of Employer's obligations pursuant to this Agreement or Plan benefits. Employer's assets and amounts contributed by Members, if applicable, are the only source or sources of funding and payment of Approved Claims or any other benefit provided under the Plan.
- 1.7. Administrative Services Fees ("ASF(s)"). Employer shall timely pay ASFs in accordance with the Agreement. The initial ASF shall be due and payable on the Effective Date of this Agreement.
- 1.8. Approved Claims. BlueCross shall notify Employer weekly of the estimated amounts necessary to fund the Approved Claims. Employer shall then appropriately fund the Approved Claims in accordance with this Agreement.

ARTICLE II – CONFIDENTIALITY

2.1. Confidential Information.

- 2.1.1. The parties acknowledge that Employer is subject to the Tennessee Open Records Act ("TORA"); however the Parties acknowledge that this Agreement and

Confidential Information shall be treated as confidential, proprietary and trade secret information. Employer further acknowledges and agrees that BlueCross Confidential Information relating to provider identifiable information, payment rates and discounts, fee schedules, allowed amounts, policies and procedures and/or all other information in which BlueCross has proprietary interest, is proprietary and a valuable trade secret of BlueCross and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to BlueCross. Notwithstanding the foregoing, BlueCross agrees to provide to Employer information reasonably requested by Employer in BlueCross' possession to the extent required for Employer to meet its disclosure obligations with respect to the Plan under applicable law.

- 2.1.2. The Parties agree that any Protected Health Information that is commingled with Confidential Information disclosed under this Agreement shall be subject to the Business Associate Agreement between the Parties.
- 2.2. Uses and Disclosures of Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party, except as permitted herein.
 - 2.2.1. BlueCross's Release or Disclosure. BlueCross may disclose Employer's Confidential Information to providers within BlueCross's networks, to BlueCross's affiliates and other licensees of the Association, and BlueCross's Representatives who: (A) need to know such Employer Confidential Information; and (B) are under a duty or obligation of confidentiality at least as restrictive as those set forth in this Agreement. BlueCross may also disclose Employer's Confidential Information pursuant to a valid administrative, judicial or court order.
 - 2.2.2. Employer's Release or Disclosure of Confidential Information. Employer shall use BlueCross Confidential Information solely for the purpose of administering Employer's Plan under this Agreement and in accordance with applicable law. Employer shall not disclose BlueCross's Confidential Information to a third party, including an Employer Service Vendor. BlueCross may disclose Confidential Information of Employer to an Employer Service Vendor as requested by Employer, provided, however that (A) BlueCross, Employer and such Employer Service Vendor first must enter into an information sharing agreement approved by BlueCross, (B) any such disclosure shall be subject to the requirements of applicable laws and regulations and their implementing guidance, the policies and procedures of the Association, this Agreement, and such fully-executed information sharing agreement, and (C) the Parties acknowledge and agree that, notwithstanding the foregoing, BlueCross is under no obligation to release BlueCross Confidential Information at any time. Any information sharing agreement adopted pursuant to this section shall include:
 - 2.2.2.1. Written authorization by Employer to release the Confidential Information to the Employer Service Vendor;
 - 2.2.2.2. A statement that the Employer Service Vendor must have such information in order to perform their job as it relates to the administration of the Plan;
 - 2.2.2.3. Protections for the Confidential Information;

- 2.2.2.4. Prohibitions against use of the data to obtain trade secrets, confidential business information, personally identifiable information, or otherwise use in a competitive manner against BlueCross or other licensees of the Association;
 - 2.2.2.5. A statement by the Employer and Employer Service Vendor that the disclosure of the Confidential Information is limited to the minimum necessary to fulfill the purpose for which it will be disclosed;
 - 2.2.2.6. A detailed description of the intended use (and any impermissible uses) of the Confidential Information;
 - 2.2.2.7. A statement that the Confidential Information will not be resold or otherwise commercialized by Employer Service Vendor or any other person;
 - 2.2.2.8. The right for BlueCross to confirm, through an audit, that the Confidential Information is not being used or disclosed in an impermissible manner; and
 - 2.2.2.9. A statement that the Confidential Information will be returned or securely destroyed by the Employer Service Vendor when it is no longer needed for the purpose for which it was disclosed;
 - 2.2.2.10. A statement that the Employer Service Vendor will notify BlueCross when the Employer Service Vendor's ownership changes;
 - 2.2.2.11. A statement that the Employer Service Vendor will defend or settle and/or hold harmless and indemnify BlueCross, as well as its officers, agents and employees, from all claims, losses, or suits resulting from the Employer Service Vendor's breach of the information sharing agreement or its unauthorized use or disclosure of Confidential Information;
 - 2.2.2.12. A statement that the Employer Service Vendor will comply with all laws, rules and regulations applicable to the sharing of information that includes Confidential Information contemplated under the information sharing agreement and that failure to comply with such laws shall be considered a material breach of such agreement;
 - 2.2.2.13. Any other requirement BlueCross deems necessary based on the intended use of the Confidential Information.
- 2.2.3. Right of Refusal. BlueCross reserves the right to refuse to release: (A) Confidential Information if BlueCross determines, in its sole discretion, that such release has the potential to damage BlueCross, including its reputation or competitive position in the market, or (B) any information BlueCross reasonably believes it cannot divulge due to applicable state or federal laws, Association provisions, applicable privileges or judicial or administrative orders. In no instance shall Employer itself, nor shall Employer allow a third party to, use or disclose BlueCross's Confidential Information: (A) to be aggregated with information of other third parties; (B) for the

commercial purposes of any person; or (C) to compete directly or indirectly against BlueCross.

- 2.3. Rights in Data. The Parties agree that BlueCross owns claim or payment data recorded for or otherwise integrated into BlueCross's data, BlueCross claims processing or other systems, or BlueCross Confidential Information.
- 2.4. Legally Compelled. Employer may disclose Confidential Information if legally compelled by a valid judicial or administrative order; provided however, that Employer shall make every attempt to keep BlueCross's Confidential Information confidential, shall only disclose the minimum information necessary to comply with the order, shall provide written notice to BlueCross immediately upon making the determination that BlueCross's Confidential Information must be disclosed and shall only disclose the information after BlueCross has been notified and has the opportunity to consent to or challenge such disclosure.
- 2.5. Protected Health Information. The Parties have entered into a Business Associate Agreement, the terms of which control the use and disclosure of Protected Health Information, as defined by HIPAA.
- 2.6. Survival. This Article 2 shall survive termination of the Agreement.

ARTICLE III – TERM AND TERMINATION

- 3.1. Term. This Agreement becomes effective at 12:01 A.M. Eastern Time on July 1, 2023 (the "Effective Date") and shall remain in effect until the earliest of the following events:
 - 3.1.1. Until June 30, 2024, unless Employer and BlueCross agree in a writing executed by both Parties to extend the term prior to June 30, 2024;
 - 3.1.2. After the Initial Term of the Agreement, either Party may terminate the Agreement by giving the other Party no less than sixty (60) days advance written notice of the terminating Party's intent to terminate the Agreement as of the date specified in such notice.
 - 3.1.3. Any other date mutually agreed upon by the Parties; or
 - 3.1.4. Any of the events specified in Section 3.2.
- 3.2. Termination by BlueCross. Notwithstanding the provisions of Section 3.1 above, this Agreement shall terminate upon the occurrence of any of the following events, as determined by BlueCross, such termination to be effective as of the date identified by BlueCross in its notice of termination to the Employer:
 - 3.2.1. Employer's failure to timely provide adequate funds, as set forth in Exhibit B, as necessary for the payment of Approved Claims;
 - 3.2.2. Employer's failure to pay any ASFs, late payment penalty or other amounts as set forth in Exhibit B, or otherwise due to BlueCross under this Agreement;
 - 3.2.3. Employer ceases to maintain the Plan;

- 3.2.4. At any time BlueCross reasonably believes that Employer does not have the financial ability to adequately and timely fund claims, and Employer has failed to immediately provide adequate assurances of such ability to BlueCross; or
- 3.2.5. At any time Employer fails to comply with applicable law or otherwise materially breaches this Agreement, after the procedures in Section 3.7 have been followed.
- 3.3. Termination for Invalid Use of Information. If Employer uses or discloses BlueCross's Confidential Information in any manner not authorized by this Agreement, such disclosure shall constitute a material breach that is not subject to cure or correction, and BlueCross may terminate the Agreement immediately pursuant to Section 3.7.
- 3.4. BlueCross's Right to Reinstate. BlueCross has the sole discretion to decide whether to reinstate this Agreement if it was terminated pursuant to Subsections 3.2 or 3.3. If BlueCross elects to reinstate this Agreement, Employer shall pay any amounts due and owing under the Agreement prior to its termination plus a reinstatement fee, which shall be \$1,000.00.
- 3.5. Termination by Employer. Employer may terminate this Agreement upon giving BlueCross not less than thirty (30) days advance written notice if the following occurs:
- 3.5.1. BlueCross has been declared insolvent by the State of Tennessee, and its assets and obligations have been turned over to a receiver appointed by the State.
- 3.6. Material Breach. A material breach is the failure by one Party (the "Breaching Party") to perform or carry out a material function or duty required by the terms of this Agreement, where the failure to perform that function or duty seriously impairs the ability to perform of the other Party (the "Non-breaching Party"). If the Non-breaching Party determines that a material breach has occurred, it must notify the Breaching Party in writing of the breach as soon as practicable, and must allow the Breaching Party no less than thirty (30) days to cure or correct the breach if the Parties determine that the breach is able to be cured or corrected. If the breach is not cured or corrected in such cure period, the Non-breaching Party may terminate the Agreement upon no less than thirty (30) days' notice of termination, the effective date of the termination being specified in such notice. If the Non-breaching Party determines that the breach is not capable of being cured or corrected, the Non-breaching Party may immediately terminate the Agreement upon notice to the Breaching Party, effective as of the date set forth in such notice. If either Party disputes a claimed material breach or that a material breach has been cured or corrected, such Party may immediately request dispute resolution, pursuant to the terms of Article IV of this Agreement.
- 3.7. Effect of Termination. The terms and conditions set forth herein shall be of no further force or effect upon termination of the Agreement, except as follows:
- 3.7.1. The Parties' rights and obligations intended to survive termination of this Agreement shall continue in effect notwithstanding its termination.
- 3.7.2. Termination of this Agreement, except as provided to the contrary herein, shall not affect the rights, obligations and liabilities of the Parties arising prior to termination.

- 3.7.3. The termination of this Agreement does not excuse Employer from paying to BlueCross any and all fees, amounts, reimbursements or claim payments accrued through the date of termination. If termination occurs retroactively, any and all fees, amounts, reimbursements or funding of Approved Claims accrued through the date of termination of the Agreement, including any Run-Out Period, shall be payable to BlueCross by Employer.
- 3.8. Administration After Termination. Employer and BlueCross may agree on a method by which BlueCross will process Run-Out Claims. The administration of the processing of Run-Out Claims by BlueCross following termination of this Agreement will be subject to Employer's continued timely and sufficient funding of claims payments. There is a separate and distinct administrative fee for BlueCross providing administrative services to pay Run Out Claims, which is set forth in Exhibit B.
- 3.9. Final Settlement. Any services performed by BlueCross on Employer's behalf after termination of the Agreement will cease no later than 18 months after termination of this Agreement ("Process Conclusion Date"). BlueCross will then complete a final calculation that reconciles any and all claims payments, fund transfers, recoveries received, and other monies potentially due under the Agreement to determine the amount necessary to finalize both Parties' obligations under this Agreement. BlueCross will send Employer an agreement memorializing the final obligations of the Parties under the Agreement (hereinafter, the "Final Settlement Agreement") no later than two years after termination of this Agreement. Employer will have thirty (30) days from the date of the letter attached to the Final Settlement Agreement to dispute any of the calculations in the Final Settlement Agreement. If Employer has not disputed the Final Settlement Agreement, or returned a signed Final Settlement Agreement to BlueCross within the provided time period, Employer shall be deemed to have approved and executed the Final Settlement Agreement.

ARTICLE IV – DISPUTE RESOLUTION

- 4.1. Binding Arbitration. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. Any dispute related to this Agreement that the Parties are unable to resolve through informal discussion within sixty (60) days of the date a Party notifies the other Party in writing of any such dispute, claim, or controversy shall be resolved through binding arbitration or some other mutually acceptable dispute resolution procedure (e.g., mediation). The American Arbitration Association shall conduct such arbitration or mediation in Chattanooga, Tennessee, unless the Parties mutually agree in writing upon some other dispute resolution agency or venue.
- 4.2. Award. A single arbitrator shall be required to issue a written decision explaining the basis of the decision and the manner of calculating any award. The arbitrator may not award any damages excluded under Section 5.3 and must make its decision in accordance with the terms of this Agreement and applicable laws. The arbitrator's decision may be entered and enforced in any State or Federal court. The award of the arbitrator shall be final and shall not be subject to appeal to any other authority. The arbitrator's decision may only be vacated, modified or corrected for the reasons set forth in section 10 or 11 of the United States Arbitration Act, if the award contains material errors of law or is arbitrary and capricious.

ARTICLE V – LIABILITY AND INDEMNIFICATION

5.1. BlueCross Indemnification to Employer.

- 5.1.1. BlueCross neither insures nor underwrites any of Employer's obligations or liabilities under the Plan and shall have no obligations to Employer related thereto. BlueCross is responsible solely for its acts and for the acts of its subcontractors and employees acting within the scope of their duties under this Agreement. BlueCross is not responsible for any acts or omissions of Employer or its agents or any third parties associated with or contracted by Employer.
- 5.1.2. BlueCross shall indemnify, defend and hold harmless Employer, its directors, officers and employees against any and all third party Losses arising out of or in connection with BlueCross's gross negligence or willful misconduct in the performance of its obligations under the Agreement, provided, however, that BlueCross shall have no obligation to indemnify and hold harmless under this section if the cause of such Losses was the result of (i) the fault, criminal conduct or fraudulent acts of Employer or any of its directors, officers, employees or agents; (ii) direction given by Employer or its directors, officers, employees or agents in the design or administration of the Plan; (iii) Employer's breach of its fiduciary duties; (iv) Employer's violation of laws; or (v) Employer's infringement of the intellectual property rights of a third party.
- 5.1.3. BlueCross's liability to Employer pursuant to this Agreement shall be limited to the value of the ASFs received by BlueCross under the Agreement prior to the occurrence of the act, action, or failure to act that forms the basis of BlueCross's liability.
- 5.1.4. Notwithstanding the foregoing, BlueCross's duty to indemnify for Losses and hold Employer harmless pursuant to Subsection 5.1.2 shall not extend to Losses arising out of or in connection with acts or omissions of any non-employee Network Providers that provide services to Members.

5.2. Employer Indemnification of BlueCross.

- 5.2.1. Employer shall indemnify and hold harmless BlueCross, its directors, officers, employees and agents against any and all Losses arising out of, or in connection with, any of Employer's actions or decisions relating to the design, administration or funding of the Plan. Further, Employer shall indemnify and hold harmless BlueCross, its directors, officers, employees and agents, for any and all Losses arising out of, or in connection with, Employer's (i) failure to provide information or notices required under this Agreement or otherwise required by law; (ii) breach of fiduciary duties under ERISA; (iii) failure to comply with COBRA, including lawsuits, IRS fines, or claims, that result from incorrect premium collection or eligibility information supplied to BlueCross; (iv) use or disclosure of Confidential Information, including unauthorized use or disclosure of BlueCross Confidential information or disclosures made by BlueCross at Employer's direction to an Employer Services Vendor or other third party; (v) failure to comply with applicable law; (vi) liability for any Taxes or Penalties, as specified in Exhibit E to this Agreement; and (vii) infringement of any third party's intellectual property rights. Employer. Employer is responsible for making eligibility and benefit determinations

in connection with the Plan, timely funding and paying all fees and claims for Covered Services and paying any other expenses related to or arising in connection with the Plan. The Parties acknowledge that a governmental entity, as the same is defined in the Tennessee Code Annotated Section 29-20-102, may be protected by the limitation of liability imposed by the Tennessee Governmental Tort Liability Act, as defined in Tennessee Code Annotated Section 29-20-101 et seq.

- 5.3. Limitation on Liability. In no event will the measure of Losses payable by either Party to the other include, nor will either Party be liable to the other for, any consequential, indirect, incidental, exemplary, special or punitive damages (including damages due to business interruption, trading losses, competitive advantage or goodwill) arising from or related to this Agreement, whether or not foreseeable, and regardless of the cause of such damages even if the Party has been advised of the possibility of such damages in advance.

5.4. Legal Actions.

- 5.4.1. Legal Actions Brought Against BlueCross. If a third party claim is asserted against BlueCross that is based upon actions taken or the language of this Agreement, and litigation, arbitration and/or other legal proceeding is commenced against BlueCross by a Member or provider ("Action"):

5.4.1.1. BlueCross will provide written notice to Employer as soon as practicable, but in no event more than one hundred twenty (120) days after the initial notice of such Action was received by BlueCross, where Employer is not also a party to such Action. Additionally, BlueCross will provide Employer with information with respect to the status of such Action at reasonable intervals. BlueCross may select and retain counsel as it deems appropriate in connection with such Action with respect to the interests of BlueCross.

5.4.1.2. Employer will provide BlueCross with reasonable cooperation in the defense of such Action.

5.4.1.3. Subject to the indemnity provisions of the Agreement, Employer shall remain liable for the full amount of any benefits paid as a result of such Action, in addition to all costs of legal fees, penalties, interest and other expenses recovered by a Member or provider in connection with the Action. In no event will BlueCross be liable for any amount of benefits paid to a Member or provider as a result of any Action, or any legal fees or costs recovered by a Member or provider in connection therewith.

- 5.4.2. Legal Actions Brought Against Employer. If an Action is brought against Employer:

5.4.2.1. Employer will select and retain counsel and will assume liability for the payment of legal fees, costs and disbursements in connection with such Action.

5.4.2.2. BlueCross will provide Employer with reasonable cooperation in the defense of such Action.

- 5.4.2.3. Subject to the indemnity provisions of the Agreement, Employer shall be liable for the full amount of any benefits Losses paid as a result of such Action, as well as any legal fees, penalties, interest and costs recovered by a Member or provider in connection therewith. In no event will BlueCross be liable for any amount of benefits paid to a Member or provider as a result of such Action, or any legal fees or costs recovered by a Member or provider in connection therewith.

ARTICLE VI – MISCELLANEOUS PROVISIONS

- 6.1. **Acceptance by Payment of Fees.** BlueCross expects that Employer will demonstrate its acceptance of the terms of this Agreement by signing below. In the event that Employer has not signed the Agreement by the Effective Date, this Agreement will be considered accepted by and binding upon both parties if and when Employer makes a payment to BlueCross in order to receive the services described in this Agreement.
- 6.2. **Amendment.** This Agreement may be modified, amended, renewed or extended only upon mutual agreement, in writing, signed by the duly authorized officers of Employer and BlueCross.
- 6.3. **Assignment.** This Agreement may be assigned to a subsidiary or affiliate of Employer upon ninety (90) days prior written notice to, and with the express written consent of, BlueCross. BlueCross shall not unreasonably withhold its consent to any such assignment by Employer.
- 6.4. **Binding Effect of Agreement.** The Agreement shall be binding upon and inure to the benefit of the Parties, their agents, officers, directors, employees, successors, and assigns unless otherwise set forth herein or agreed to by the Parties hereto.
- 6.5. **Impossibility of Performance.** If an act or omission by a third party, including governmental entities, Network Providers or vendors, renders the performance of this Agreement illegal, impossible or impractical, the affected Party shall notify the other of the nature of that act or omission (the “**Adverse Event**.”) The Parties shall meet and, in good faith, attempt to negotiate a modification to this Agreement that minimizes the Adverse Event. Notwithstanding any other provision of this Agreement, if the Parties fail to reach a negotiated modification concerning the Adverse Event, then the affected Party may immediately terminate this Agreement upon giving written notice to the other Party.
- 6.6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 6.7. **Entire Agreement.** This Agreement, including the exhibits and any attachments hereto, all of which are incorporated herein by reference, contains the entire agreement between BlueCross and Employer with respect to the specific subject matter hereof. Any prior agreements, promises, negotiations or representations, either verbal or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are of no force and effect. The exhibits and attachments to this Agreement include the following:

- 6.7.1. Exhibit A – Benefit Documents

- 6.7.2. Exhibit B – Administrative Services Fees
- 6.7.3. Exhibit C – Duties of and Services Provided by BlueCross
- 6.7.4. Exhibit D – Medical Management Services Provided by BlueCross
- 6.7.5. Exhibit E – Duties of Employer
- 6.7.6. Exhibit F – Automated Clearinghouse (ACH) Authorization Agreement
- 6.7.7. Exhibit G – Inter-Plan Arrangements
- 6.7.8. Exhibit H – COBRA Administration Agreement
- 6.7.9. Exhibit I – Health and Wellness Services
- 6.7.10. Exhibit J – Reserved
- 6.7.11. Exhibit K – Reserved
- 6.7.12. Exhibit L – Reserved
- 6.7.13. Exhibit M – Online Enrollment Specifications through BlueCross Secured Website
- 6.7.14. Exhibit N – Grievance Services
- 6.7.15. Exhibit O – Reserved
- 6.7.16. Exhibit P – Pharmacy Services
- 6.7.17. Exhibit Q – Business Associate Agreement
- 6.7.18. Exhibit R – Reserved
- 6.7.19. Exhibit S – Audits, Records Access & Confidentiality
- 6.7.20. Exhibit T – Reserved
- 6.7.21. Exhibit U – Reserved
- 6.7.22. Exhibit V – Reserved
- 6.7.23. Exhibit W – Shared Savings
- 6.7.24. Exhibit X – Reserved
- 6.8. Governing Law. This Agreement is subject to and shall be governed by the laws of the United States and State of Tennessee, without regard to conflict of laws provisions.
- 6.9. Interpretation.

- 6.9.1. If the provisions of this Agreement are in any way inconsistent with the provisions of the Benefit Documents, then the provisions of this Agreement shall prevail and the other provisions shall be deemed modified to the extent necessary to give effect to such provisions.
- 6.9.2. If the provisions of this Agreement are in any way inconsistent with the provisions of the Exhibits and Attachments hereto, then the provisions of Exhibits and Attachments shall prevail and the inconsistent provisions of this Agreement shall be deemed modified to the extent necessary to give effect to such provisions.
- 6.9.3. For purposes of this Agreement, the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation", and the word "or" shall not be exclusive.

6.10. Independent Entities.

- 6.10.1. This Agreement is not intended to create nor deemed or construed to create any relationship between Employer and BlueCross other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither the Parties nor their respective directors, officers, employees or representatives shall be construed to be the partner, joint venturer, agent, employer, or representatives of the other Party.
- 6.10.2. On behalf of itself and its participants, Employer hereby acknowledges its understanding that this Agreement constitutes a contract solely between Employer and BlueCross which is an independent corporation operating under a license from the Association permitting BlueCross to use the BlueCross and BlueShield Service Marks in the State of Tennessee, and that BlueCross is not contracting as the agent of the Association.
- 6.10.3. Employer acknowledges that BlueCross is independent from any provider rendering services to Members, and that BlueCross is not responsible for any acts or omissions by a provider in rendering care or services to a Member.
- 6.10.4. Employer acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BlueCross and that no person, entity, or organization other than BlueCross shall be held accountable or liable to Employer for any of BlueCross's obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BlueCross other than those obligations created under other provisions of this Agreement.

6.11. Legal Action. All actions are subject to Article IV, Dispute Resolution.

6.12. Notices. Any notice, request, demand or other communication required to be given pursuant to this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, or by Federal Express or other overnight mail delivery for which evidence of delivery is obtained by the sender, to BlueCross or Employer at the addresses set forth below. The notice shall be effective on the date the notice was posted.

If to BCBST:

BlueCross BlueShield of Tennessee, Inc.
One Cameron Hill Circle
Chattanooga, TN 37402
Attn: Vice President Sales & Account Management

With a copy not constituting notice to:
BlueCross BlueShield of Tennessee, Inc.
One Cameron Hill Circle
Chattanooga, TN 37402
Attn: Senior Vice President and General Counsel

If to Employer:
City of Columbia
707 Garden Street Boulevard
Columbia, TN 38401

- 6.13. No Third Party Rights. Except as specifically provided herein, none of the provisions of this Agreement is intended to create third party rights or status in any person or entity.
- 6.14. Reserved.
- 6.15. Severability. If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions shall remain in force and effect, unless the severance of that provision substantially deprives a Party of the benefit of its bargain or increases the cost of performing its duties pursuant to this Agreement.
- 6.16. Subsidiaries and Affiliates. Any of the functions to be performed by BlueCross under this Agreement may be performed by BlueCross or any of its subsidiaries, affiliates or designees.
- 6.17. Survival. The rights and obligations of the Parties as set forth herein shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the Parties as expressed herein.
- 6.18. Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
- 6.19. Other Acceptable Forms of this Document. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, and/or an electronic version.

ARTICLE VII - DEFINITIONS

- 7.1. "Action" means litigation, arbitration and/or other legal proceeding commenced against BlueCross by a Member or provider.
- 7.2. "Agreement" means this administrative services agreement entered into by Employer and BlueCross, including all Exhibits and Attachments hereto.
- 7.3. "Approved Claims" means claims processed and approved for payment by BlueCross in accordance with this Agreement.

- 7.4. "ASF(s)" means Administrative Services Fee(s).
- 7.5. "Association" means the BlueCross and BlueShield Association.
- 7.6. "Benefits Documents" means the benefit documents, which summarize the benefits of the Employer's Plan and are attached hereto as Exhibit A.
- 7.7. "BlueCross" means BlueCross and BlueShield of Tennessee, Inc.
- 7.8. "BlueCross Confidential Information" means Confidential Information that BlueCross discloses or authorizes be disclosed to Employer, including BlueCross pricing and payment data and information, such as payment rates, allowed amounts, fee schedules, discounts and payment methodologies; claims data (whether at claim level or aggregated), data and information regarding providers, BlueCross research and technical information; BlueCross's processes, procedures or policies, and information obtained from and/or about the Association and its programs.
- 7.9. "Confidential Information" means this Agreement and all information or material (whether tangible or intangible) that is shared with or disclosed to the other Party pursuant to this Agreement and the Parties' relationship, including information identified as proprietary and/or confidential information, information that is confidential as a matter of law (e.g., personnel records), and BlueCross Confidential Information disclosed to Employer. The following shall not constitute Confidential Information for purposes of this Agreement: (a) Confidential Information that is or becomes generally available to the public other than as a result of a disclosure by a Party or its Representatives; (b) Confidential Information that was available to a Party on a non-confidential basis prior to its disclosure by the other Party or its Representatives; (c) Confidential Information that becomes available to a Party on a non-confidential basis from a third party (other than BlueCross's affiliates, subsidiaries or vendors or the Association or other licensee of the Association), provided that third party is not known to be subject to any prohibition against transmitting that information; (d) information that was independently developed by a Party without an use of or reference to the Confidential Information of the other Party, as shown by documents and other competent evidence, or (e) Protected Health Information.
- 7.10. "Effective Date" means July 1, 2023.
- 7.11. "Employee Welfare Benefit Plan" shall have the same meaning as defined in ERISA.
- 7.12. "Employer" means City of Columbia.
- 7.13. "Employer Service Vendor" means any person providing services to or on behalf of Employer in connection with its obligations to the Plan or under the Agreement.
- 7.14. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- 7.15. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations, as amended.
- 7.16. "Initial Term" means July 1, 2023 through June 30, 2024.

- 7.17. "Losses" means any and all liability, actions, claims, lawsuits, settlements, judgments, costs, interest, penalties and expenses, including legal costs and expenses.
- 7.18. "Member" means an eligible Employee or eligible Dependent and as that term is further defined in the Benefit Documents.
- 7.19. "Plan" means the self-funded Employee Welfare Benefit Plan established by Employer for the benefit of its eligible Employees and their eligible Dependents.
- 7.20. "Plan Administrator" means the Employer.
- 7.21. "Representatives" means a Party's directors, officers, employees, agents, advisors, Business Associates (as such term is defined in HIPAA), contractors and other representatives.
- 7.22. "Run- Out Claims" means those claims incurred for Covered Services performed prior to the termination of this Agreement, but not yet paid and/or not submitted for payment to BlueCross prior to the termination of this Agreement, where the date a claim is "incurred" is the date the particular service was rendered or the supply was furnished
- 7.23. "Subscriber" means an Eligible Employee enrolled in Employer's Plan.
- 7.24. "Term" means July 1, 2023 through June 30, 2024.
- 7.25. All non-defined, but capitalized terms included in this Agreement are defined in the Benefit Documents.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. The undersigned persons hereby warrant that they are duly authorized to bind each of their represented Parties to the terms of this Agreement.

BLUECROSS BLUESHIELD OF TENNESSEE, INC.

By: _____
 Print Name: _____
 Title: _____

 Date: _____
 Address: 1 Cameron Hill Circle
 Chattanooga, TN 37402

CITY OF COLUMBIA

By: _____
 Print Name: _____
 Title: _____

 Date: _____
 Address: ~~707 Garden Street Boulevard~~ 700 N. Garden Street
 Columbia, TN 38401
 Employer ID No. 62-6000270

Approved as to Legal Form:

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

EXHIBIT A TO THE ADMINISTRATIVE SERVICES AGREEMENT

BENEFIT DOCUMENTS

Exhibit A consists of the following Benefit Documents

One (1) Medical EOC

One (1) Dental EOC

EXHIBIT B TO THE ADMINISTRATIVE SERVICES AGREEMENT**ADMINISTRATIVE SERVICES FEES (ASFs) AND CLAIMS FUNDING METHODOLOGY**1. ASFs. Employer shall pay to BlueCross the following ASFs:

1.1. Medical ASF

Rates effective as of:	July 1, 2023
Medical ASF	\$43.80 per Subscriber per month
Medical Main ASF	\$43.80 per Subscriber per month
Medical Guaranteed ASF	\$43.80 per Subscriber per month
COBRA	\$0.68 per Subscriber per month
Advanced Radiological Imaging	\$0.58 per Subscriber per month
Chronic Care Management – Including Nurseline	\$1.98 per Subscriber per month
Genetic Testing	\$0.18 per Subscriber per month
RX Transparency Admin Fee	\$5.00 per Subscriber per month
Medical Total ASF	\$52.22 per Subscriber per month

1.1.1. BlueCross may adjust the above fees at any time, under the following circumstances:

- 1.1.1.1. Changes in the Plan, BlueCross's duties, legislation, regulation or required assessment or tax that changes BlueCross' cost in administering the plan;
- 1.1.1.2. Termination or addition of a subsidiary, operation or class of employees covered under the Agreement;
- 1.1.1.3. Fluctuation of the number of Subscribers by more than 10% percent by location, state and/or in aggregate. Calculation of the Medical Total ASF was based on 395 Subscribers;
- 1.1.1.4. Fluctuation of the Member to Subscriber ratio by +/- 0.05. The Medical Total ASF was based on a Member to Subscriber ratio of 1.76; or
- 1.1.1.5. Federal, state, or local government action, change in law or regulation (or interpretation of a law or regulation) which impacts the benefit levels or affects BlueCross' ability to meet its obligations under this Agreement to Employer, to Employer's Covered Members or to BlueCross' Network Providers, including but not limited to, legislation, regulation(s) or government

action(s) which impose requirements that affect: (i) BlueCross' ability to determine or administer Covered Services; (ii) Providers' delivery of care or the fees Providers charge; or (iii) BlueCross' contracts with Network Providers. Upon the occurrence of an event described in this Section 1.1.1.5, the Parties will make a good faith effort to reach a new agreement that equitably reflects the circumstances as altered by such law, regulation or government action.

1.2. Dental ASF

Rates effective as of:	July 1, 2023
Dental ASF	\$4.46 per Dental Subscriber per month
Dental Main ASF	\$4.46 per Dental Subscriber per month
Dental Guaranteed ASF	\$4.46 per Dental Subscriber per month
Dental Total ASF	\$4.46 per Dental Subscriber per month

1.2.1. BlueCross may adjust the above fees at any time, under the following circumstances:

- 1.2.1.1. Changes in the Plan, BlueCross's duties, legislation, regulation or required assessment or tax that changes BlueCross' cost in administering the plan;
- 1.2.1.2. Termination or addition of a subsidiary, operation or class of employees covered under the Agreement;
- 1.2.1.3. Fluctuation of the number of Dental Subscribers by more than 10% percent by location, state and/or in aggregate. Calculation of the Dental Total ASF was based on 320 Dental Subscribers;
- 1.2.1.4. Federal, state or local government action, change in law or regulation (or interpretation of a law or regulation) which impacts the benefit levels or affects BlueCross' ability to meet its obligations under this Agreement to Employer, to Employer's Covered Members or to BlueCross' Network Providers, including but not limited to, legislation, regulation(s) or government action(s) which impose requirements that affect: (i) BlueCross' ability to determine or administer Covered Services; (ii) Provider's delivery of care or the fees Providers charge; or (iii) BlueCross' contracts with Network Providers. Upon the occurrence of an event described in this Section 1.2.1.4., the Parties will make a good faith effort to reach a new agreement that equitably reflects the circumstances as altered by such law, regulation or government action.

1.3. Stop Loss Interface Fee

Rates effective as of:	July 1, 2023
Stop Loss Interface Fee	\$1.20 per contract per month

2. Inter-Plan Arrangements (BlueCard) Fees¹. When Members access health care services outside of Tennessee, claims for those services are received by the licensee of the Association where the provider is located (the "Host Plan") and forwarded electronically to BlueCross for adjudication. For claims from providers that participate in the Host Plan's provider network, the Member and Plan get the benefit of access to the terms and conditions of the Host Plan's contracted arrangement with the provider, including pricing arrangements. The currently applicable fees for such access to Host Plan's networks and arrangements (including administrative processing) are as follows:

Access Fees	The Access Fee is charged by the Host Plan to BlueCross for making the Host Plan's network available to Employer's Members. The Access Fee will not apply to nonparticipating provider claims. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential BlueCross receives from the applicable Host Plan subject to a maximum of \$2,000 per claim. When charged, BlueCross passes the Access Fee directly on to Employer.	3.62% of network savings, capped at \$2,000.00 per claim Effective January 1, 2024: 3.46% of network savings capped at \$2,000.00 per claim
Administrative Expense Allowance (AEA) Fee	The AEA Fee is a fixed per-claim dollar amount charged by the Host Plan to BlueCross for administrative services the Host Plan provides in processing claims for Employer's Members. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, BlueCross passes the AEA Fee directly on to Employer.	\$5.00 per claim professional and \$11.00 per claim institutional
Nonparticipating Provider Fee		\$3.00 per claim
BlueCross BlueShield Global® Core Fee		\$4.35 per claim Member-submitted, \$5.50 per claim professional, and \$18.55 per claim institutional

¹ See Exhibit G for more detail about Inter-Plan Arrangements. Any fees under such arrangements are set by specific program policies that may change from time to time through a process that the Association administers, and are subject to change by the Association without notice.

3. Reports. BlueCross shall provide Employer with access to BlueCross's standard reporting and interactive reports at no additional charge. Any additional reports requested by Employer shall be subject to an additional charge determined by BlueCross, such charge which will be billed separately. Upon termination of this Agreement, Employer shall pay BlueCross for any and all requested reports, such payment being made in advance of receiving the requested report.
4. Timing, Calculation and Funding of Monthly ASFs. Employer shall pay the applicable ASFs for all Subscribers covered or added during the month. If Employer adds a Subscriber retroactively, Employer shall pay the applicable ASFs for that Subscriber, calculated from the Subscriber's correct enrollment date to the current date. When Employer provides enrollment data and that data does not match BlueCross's data, BlueCross's data will be used to determine the ASF.
 - 4.1. Monthly Enrollment. The monthly ASF is determined each month based on enrollment. On the 15th day of each month, BlueCross shall determine the number of Subscribers covered under Employer's Plan, and this shall be the basis for the ASFs charged by BlueCross for the following month.
 - 4.1.1. Enrollment Changes. Any changes to the initial enrollment will be charged to Employer in accordance with the following:
 - 4.1.1.1. Subscriber added on or before the 15th day of the month: Employer will be charged the monthly ASFs for that Subscriber.
 - 4.1.1.2. Subscriber added after the 15th day of the month: Employer will not be charged the monthly ASFs for that Subscriber.
 - 4.1.1.3. Subscriber terminated on or after the 15th day of the month: Employer will be charged the monthly ASFs for that Subscriber.
 - 4.1.1.4. Subscriber terminated before the 15th day of the month: Employer will not be charged the monthly ASFs for that Subscriber.
 - 4.2. Funding of ASFs and Adjustments. On the 20th day of each month, BlueCross shall notify Employer of amounts that BlueCross estimates will be needed to pay BlueCross's ASFs for the following calendar month, and funds necessary to complete any adjustments to Approved Claims, fixed, previously agreed-upon charges, previous ASFs and any due late fees. Such payments shall be made in accordance with the Direct Debit Authorization Agreement, which is an Automated Clearinghouse (ACH) Authorization Agreement, attached to this Agreement as Exhibit F. Employer will transfer the amount specified by BlueCross into Employer's account so such funds shall be available for ACH debit by the first day of the following month (the "Due Date").
 - 4.2.1. If the full amount specified by BlueCross pursuant to this paragraph is not received by BlueCross by the Due Date, BlueCross may immediately suspend payment of all Approved Claims on behalf of

Employer, regardless of the date claims were incurred, until all amounts due and owing are received by BlueCross. If BlueCross elects to not suspend claim payments on behalf of Employer, Employer shall pay a late fee of 1% per month on all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding. Notwithstanding the foregoing, BlueCross does not otherwise waive any termination rights it has under the Agreement by electing to suspend payment of Approved Claims.

- 4.2.2. If Employer notifies BlueCross of a Member's termination within ninety (90) days of the Member's termination, BlueCross will credit Employer with any ASFs that were paid for that Member for that time period.
- 4.2.3. If Employer does not notify BlueCross of a Member's termination within ninety (90) days of the Member's termination, BlueCross will only credit Employer for the most recent ninety (90) day period of ASFs that were paid by Employer for that Member's coverage.

5. Additional Administration Charges. The cost of services outlined below may be billed as a direct cost to Employer.

- 5.1. Creation, production, and printing non-standard Member material.
- 5.2. Investigation and litigation of disputed claims, including the amount of the settlement and any damages (including punitive damages, unless subject to indemnification pursuant to Article V of the Agreement).
- 5.3. Development and production of customized or unique reports requested by Employer, such as management reports, claim reports, reports for stop loss carriers, and other special reports.
- 5.4. Customized or unique systems development required by Employer.
- 5.5. Reprinting materials/ID cards off cycle due to changes or misinformation provided by or on behalf of Employer to BlueCross.
- 5.6. Non-standardized Member mailings.
- 5.7. Training for on-line eligibility in excess of standard training package.
- 5.8. Any fees to be paid to Employer's broker/consultant, as directed by Employer. BlueCross will remit the fee to the broker/consultant on Employer's behalf.
- 5.9. Independent Dispute Resolution ("IDR") Fees for Certain Out-of-Network Provider Claims: Federal administration fees, Certified IDR Entity fees, reasonable legal costs, if applicable, in connection with the IDR process established by the No Surprises Act (within the Consolidated Appropriations Act, 2021) for certain out-of-network provider claims. These amounts are in addition to the final amount paid to the provider for the medical claim itself.

- 5.10. AdHoc requests for clinical information, including plan of care, for a specific member or set of members:
- 5.10.1. Requests for a discussion/consult/review with a BlueCross Medical Director or Pharmacy Director will incur a charge of \$375 per hour assessed in 15-minute increments.
 - 5.10.2. Requests for a Care Management Nurse to provide detailed information, including Case Management Notes, in excess of 2 members per quarter will incur a charge of \$125 per hour assessed in 15-minute increments.
6. Security Interest. As collateral for the payment of any amounts due BlueCross under this Agreement, Employer hereby grants to BlueCross a preferential security interest in all proceeds of Employer's debiting account, both with respect to the funds deposited initially and any additional amounts paid thereafter. In the event of a default by Employer of any of its obligations under this Agreement, including the prompt payment when due of any invoice sent to it by BlueCross, BlueCross shall have the immediate right, upon written notice to Employer, to offset the proceeds of the Account against the amount of any unpaid invoice or other obligation owed to BlueCross.
7. Claims Funding Methodology. Pursuant to Section 1.6 of the Agreement, the Parties agree that on a mutually acceptable day of each week, BlueCross shall notify Employer of amounts that BlueCross estimates will be needed to fund Approved Claims incurred in the preceding week, and BlueCross shall simultaneously initiate the debit for Approved Claims to be paid. The debit will clear Employer's account the following business day. BlueCross adjudicates claims in accordance with its internal administrative procedures.
- 7.1. If the full amount specified by BlueCross pursuant to this paragraph is not made available to BlueCross within the specified time period, BlueCross may immediately suspend payment of all Approved Claims, regardless of the date claims were incurred, until all amounts due are received by BlueCross.
 - 7.2. If BlueCross elects not to suspend claim payments on behalf of Employer, Employer shall pay a late fee of 1% percent per month on the amount of all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding.
 - 7.3. If a partial amount is available, BlueCross may elect to utilize those funds to pay Approved Claims until full payment is made by Employer. BlueCross has full discretion to determine which Approved Claims will be paid with these partial funds, and may or may not exercise that discretion.
 - 7.4. BlueCross shall provide Employer with a list of Approved Claims paid on behalf of Employer, within 30 calendar days following the end of each month during which this Agreement remains in effect.
8. Run Out Claims. BlueCross will administer run out claims for Employer at the termination of this Agreement for a period of 6 months from the date this Agreement terminates. The monthly ASFs for performing this service shall be the same as the ASFs charged Employer at termination of the Agreement. The monthly ASFs for performing this service shall be

based on an average of the number of Subscribers covered under this Agreement for the 3 months immediately prior to the termination date of this Agreement. This fee shall be billed for the first 3 months of the run-out period.

9. Premium Billed Ancillary Products. If Employer has requested that BlueCross provide additional services through other products (i.e., dental), or has requested that BlueCross collect premiums or premium equivalents from subscribers or Members to fund other benefits offered by Employer (i.e., life insurance offered through another carrier, etc.), any additional funds due from Employer to BlueCross for remittance to other carriers or providers of services shall be remitted to BlueCross on the same basis as the ASFs.

EXHIBIT C TO THE ADMINISTRATIVE SERVICES AGREEMENT**DUTIES OF AND SERVICES PROVIDED BY BLUECROSS**

1. Generally. It is understood and agreed that BlueCross is empowered and required to act with respect to the Plan only as expressly stated in this Agreement. Employer and BlueCross agree that BlueCross's role under this Agreement is to provide administrative claims payment and similar administrative services in accordance with the terms of the Benefit Documents and the Agreement; that BlueCross does not assume any financial risk or obligation with respect to Approved Claims; and that the services rendered by BlueCross under this Agreement are merely ministerial, and shall not include the power to exercise control over the Plan's assets, if any, or discretionary authority over the Plan.
2. Enrollment: Forms and I.D. Cards. BlueCross shall enroll those individuals who have completed an enrollment form and are determined by Employer to be eligible for benefits under the Plan. Employer shall provide BlueCross with enrollment information in a mutually agreeable format, (i.e., electronically, faxed, paper, etc.) BlueCross is not responsible for verifying data submitted by Employer. BlueCross shall be entitled to rely on the information furnished to it by Employer. Employer shall hold BlueCross harmless for inaccurate information provided by Employer or BlueCross's inability to perform under this Agreement as a result of Employer's failure to provide such information in a timely manner.
 - 2.1. BlueCross shall furnish to Employer, for distribution to Members, forms to be used for enrollment and submission of any other forms determined to be necessary by BlueCross for the administration of the Benefit Documents under this Agreement.
 - 2.2. Once Employer has notified BlueCross in writing that a new Member is eligible for benefits, BlueCross shall update its systems to reflect that Member's coverage.
 - 2.3. Once Employer has notified BlueCross in writing that a Member should be terminated as no longer eligible for coverage, BlueCross shall update its systems to reflect that change in the Member's coverage in accordance with Exhibit B.
 - 2.4. BlueCross will conduct certification and verification of incapacitated dependent information.
3. Claims Processing. BlueCross shall provide claims processing services on behalf of Employer for all properly submitted claims. BlueCross will follow current industry practices and its internal claims processing procedures regarding payment of claims, including timeliness and accuracy of claims payments. For purposes of this paragraph 3, the term "claim(s)" is defined as a request from a provider of Covered Services and/or a Member for payment of monies due for the rendering of Covered Services under the Benefit Documents, and in conformity with any agreements BlueCross enters into with such providers of Covered Services.
 - 3.1. When necessary, BlueCross shall furnish to Employer, for distribution to Members, forms to be used for claims submission, and any other forms determined to be necessary by BlueCross for the administration of the Benefit Documents.

- 3.2. BlueCross will coordinate with other payors, including Medicare, in adjusting claims according to the terms and conditions of coverage, including Medicare Secondary Payor rules. This may delay finalization of the adjudication of a claim, depending on when data is received regarding the claim. If Medicare is primary, BlueCross will adjudicate benefits based on the Medicare allowed amount.
- 3.3. BlueCross shall furnish each Member claiming benefits with an explanation of each claim that is paid, denied or rejected.
- 3.4. BlueCross shall give Members a reasonable opportunity to appeal a denied claim or any portion of a claim within the time frames specified by ERISA, according to the appeals procedure defined in the Benefit Documents; however, Employer shall retain final discretionary authority and responsibility for claims payment decisions.
- 3.5. If Employer notifies BlueCross of a Member's termination from coverage after the Member's termination date, and Approved Claims for that Member were paid in the interim, BlueCross shall request reimbursement from the provider on Employer's behalf to the extent possible. However, if Employer does not notify BlueCross of a Member's termination from coverage ninety (90) days or more after the date of Member's termination of coverage, BlueCross shall not be obligated to attempt to collect any claim payments which were paid before notice of termination was received by BlueCross.
- 3.6. If Employer notifies BlueCross of a Member's termination from coverage after the Member's termination date, and BlueCross made payment of benefits directly to such Member, BlueCross will attempt recovery unless Employer directs BlueCross in writing not to attempt recovery from such Member.
 - 3.6.1. If Employer's Benefit Documents include coverage for pharmacy benefits that are paid by BlueCross's pharmacy vendor or Provider-Administered Specialty Products that are paid by BlueCross, claims paid after a Member's termination cannot be recovered from the provider, pharmacy or any other person or entity, as applicable. However, BlueCross will attempt recovery from the Member on these claims. If Employer does not wish BlueCross to attempt recovery from a specific Member, Employer must direct BlueCross accordingly in writing.
 - 3.6.2. If a claim payment is less than fifty dollars (\$50), BlueCross has no obligation to attempt to collect said claim payment.
 - 3.6.3. If a claim payment was made for services rendered through the BlueCard program, BlueCross has no obligation to attempt to collect claim payments that were for less than fifty dollars (\$50), or in accordance with stated limits in effect at the Host Plan location.
 - 3.6.4. If Employer directs BlueCross to use the services of an outside collection agency to collect a claim payment, the fees charged by such entity shall be the sole responsibility of Employer.
 - 3.6.5. If benefits are not recoverable from a provider or Member, Employer remains liable to fund all claims.

- 3.7. BlueCross will provide Employer with a monthly statement with respect to claims paid in the prior month.
 - 3.8. At the termination of this Agreement and provided that Employer pays BlueCross the applicable fees set forth in Exhibit B, BlueCross shall administer the payment of Run Out claims for Employer. These claims shall be administered as any other claim handled during the term of the Agreement, and shall be subject to the same restrictions.
 - 3.9. RESERVED
 - 3.10. If a catastrophic event (whether weather-related, caused by a natural disaster, or caused by war, terrorism, pandemic or similar event) occurs that affects Members in one or more locations, and such catastrophic event prevents or interferes with BlueCross's ability to conduct its normal business with respect to such Members or prevents or interferes with Members' ability to access their benefits, BlueCross shall have the right, without first seeking consent from Employer, to take reasonable and necessary steps to process Claims and provide managed care services in a manner that may be inconsistent with the Benefits Document but is undertaken in order to minimize the effect such catastrophic event has on Members, including: (i) waiving referral, prior authorization or pre-certification requirements for medical and/or pharmacy services; (ii) waiving administrative holds and terminations due to nonpayment of premiums; (iii) allowing early refills on prescription medications; (iv) offering medical and behavioral health visits through telehealth; and (v) reducing or waiving cost-sharing obligations for services. As soon as practicable after a catastrophic event, BlueCross shall report its actions to Employer. Employer shall reimburse BlueCross for all amounts paid in good faith, or as required by law, under the circumstances and such amounts shall constitute Approved Claims for which Employer is responsible for payment, even if the charges incurred were not for services otherwise covered under the Benefits Documents.
4. Network Administration. BlueCross shall administer its established cost containment programs and access and availability benefits management programs, as selected by Employer. BlueCross's provider contracts and medical policies control network administration.
 - 4.1. BlueCross shall make available the Blue Network selected by Employer, including network hospitals and other providers or practitioners with which BlueCross has contracted, ("Blue Network") to provide Covered Services to Members. All agreements between providers of services and BlueCross are the sole property of BlueCross, and BlueCross retains the right to the use and control of these provider agreements.
 - 4.2. Employer acknowledges that BlueCross does not act either as the agent of or in any fiduciary capacity with respect to Employer, any of its Plans, or any of its Members, when BlueCross negotiates its provider and/or vendor arrangements.
 - 4.3. Employer acknowledges that the Blue Network Provider contracts cannot be modified to meet any specific requirements of Employer, and that BlueCross has the discretion to change the composition, name, etc. without Employer's consent

or approval. BlueCross does not guarantee that a specific provider will remain in the network, and BlueCross has the right to determine network adequacy, and to establish and modify billing guidelines and reimbursement arrangements for Network Providers.

- 4.4. BlueCross negotiates various payment arrangements with providers, including per diem, percent of charges, diagnosis related groups (DRGs,) global case rate and fee schedule arrangements, which vary by provider. Certain facilities may have multiple or a combination of these arrangements. All of these arrangements provide payment to the provider, and claims processed using one of these arrangements are considered Approved Claims.

4.4.1. Savings/discounts are not stated herein in actual amounts or percentages, nor are they guaranteed, since credits can vary by facility, type of service provided and the specific provider agreement at a given facility.

4.4.2. The provider's charge to BlueCross will usually be less than the rate charged for a similar service to the general public. In some cases, however, the rate negotiated by BlueCross for a particular service may be higher than the provider's rate for that service charged to the general public, and BlueCross will pay the negotiated rate.

4.4.3. BlueCross has certain special arrangements with some providers that may exempt those providers from certain administrative and medical management requirements, including, but not limited to, prior authorization, appropriateness review, notification and written referral requirements.

4.4.4. BlueCross may negotiate a settlement of a reimbursement dispute with a provider as part of its internal administrative procedures.

- 4.5. Negotiating Discounts with Out-of-Network Providers. When permitted by Association rules and guidelines, BlueCross may negotiate a reduction in billed charges for Members' claims for certain Covered Services received from Out-of-Network Providers (as defined in Section 5.4 below) located outside of Tennessee. Claims eligible for this service must meet BlueCross's established criteria. As consideration for this service, BlueCross shall receive a fee of fifteen percent (15%) of the reduction of billed charges.

5. Reimbursement to Network and Out-of-Network Providers.

- 5.1. "Network Providers" are providers that have agreed to participate in the Blue Network, and to accept BlueCross's applicable pre-negotiated payment allowance for certain Covered Services as payment in full, and therefore should not bill the Members for any amount in excess of the payment allowance for such service(s). The pre-negotiated payment will be based upon charges for Covered Services or upon an alternative method of payment, including per diem amounts, percent of charges, global case rate and fee schedule arrangements, and may be further reduced by other contractual reductions, adjustments, discounts or offsets based on BlueCross's agreements with Network Providers. Network Providers will file

Members' claims with BlueCross, and BlueCross will make payment directly to Network Providers.

- 5.1.1. In the unlikely event of a systems failure at BlueCross ("Outage") rendering it temporarily impossible to determine which Network Provider rendered services during a specific time period while the Agreement is in force, BlueCross will make estimated payments to Network Providers. This estimate will be based on past service to BlueCross Members, and will be proportionately divided among Employer and other Groups which BlueCross insures or to which BlueCross provides administrative and claims processing service. When the capability to determine which Network Providers did provide services during the Outage is restored, BlueCross will adjudicate the claims submitted on behalf of Members, and notify Employer of any adjustments necessary to Employer's claims processing funding.
- 5.2. When a Member receives services from a Network Provider, he or she will be responsible for payment of the applicable Deductible, Coinsurance, Cost-Sharing and/or Copayment, as well as charges for any non-covered services. A Member's Coinsurance for Covered Services received from a Network Provider will be based on the provisions of the Network Provider's contract, and the lesser of (i) the Network Provider's pre-negotiated payment allowance, or (ii) charges for Covered Services at the time such Services are provided. BlueCross will not recalculate Coinsurance in the event it recovers a discount or savings with respect to Covered Services after a claim for such Services is paid. Rather, Employer will receive a payment or credit for such savings or discounts.
- 5.3. The Member's liability for non-covered services, including services that are not covered because of a benefit maximum or other limitation contained in the Benefit Documents, will be based on the Network Provider's actual charges for such services.
- 5.4. "Out-of-Network Providers" are providers that do not participate in the Blue Network. BlueCross's payment for Covered Services to any Out-of-Network Provider will be based on Maximum Allowable Charge for the service performed. Except as required by applicable law (including the No Surprises Act enacted as part of the Consolidated Appropriations Act, 2021 as described later in this Exhibit C), upon receipt of a completed claim form, and provided adequate funding from Employer is available, BlueCross shall make payment for Covered Services to the Out-of-Network Provider and not the Member, unless BlueCross receives proof of payment from the Member before payment is made to the provider. Except as required by applicable law, when the Member receives services from an Out-of-Network Provider, he or she will be responsible for the payment of any difference between BlueCross's payment and such provider's charge(s), and responsible for any applicable Deductible, Copayment, and Coinsurance, as well as payment of charges for any non-covered services. The Member's responsibility for Coinsurance will be based on the Maximum Allowable Charge for that service. Maximum Allowable Charge shall be calculated as determined by BlueCross in accordance with the EOC, BlueCross policies and applicable law.

- 5.5. When Members obtain Covered Services outside of Tennessee, BlueCross's Blue Network reimbursement rules do not apply. Please refer to Exhibit G, Inter-Plan Arrangements, for a description of how out-of-state providers are reimbursed.
- 5.6. BlueCross is responsible for reporting and remitting only those abandoned property funds that were provider payments made with BlueCross funds.
- 5.7. Employer is required to reimburse the Veteran's Administration ("VA") according to federal law. BlueCross has an agreement with the VA in which there is an established fee schedule. Federal law requires payment to the VA, regardless of the network status, and regardless of the amount of benefits provided for services by an Out-of-Network Provider. BlueCross will reimburse the VA at the rate set forth in the agreement between BlueCross and the VA. The Plan will pay the VA as if it were a Network Provider.
- 5.8. BlueCross's contracts with Network Providers may include a variety of payment methodologies. These payment methodologies may obligate BlueCross to pay an amount that is in addition to the underlying cost of the service rendered. These additional costs may include program fees, incentive payments, bonus payments, or quality payouts. These provider reimbursements will be passed to Employer as part of the billing process detailed in this Agreement.
- 5.9. No Member shall have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge, commute, or anticipate any benefit payment under the Plan to a third party, and such payment shall not be subject to any legal process to levy execution upon or attachment or garnishment proceedings against for the payment of any claims. Benefit payments under the Plan may not be assigned, transferred, or in any way made over to another party by a Member. Nothing contained in this Agreement or the Plan shall be construed to make the Employer, Plan or BlueCross liable to any third party to whom a Member may be liable for medical care, treatment, or services. If a written authorization is provided to BlueCross by a Covered Person, BlueCross may pay a benefit directly to a provider of medical care, treatment, or services instead of the Member as a convenience to the Member; when this is done, all of the Plan's obligation to the Member with respect to such benefit shall be discharged by such payment. However, BlueCross reserves the right not to honor any direct payment request to any third party, including but not limited to, any provider. The foregoing does not preclude any assignment of payment to Medicaid to the extent required by law. Neither BlueCross, nor the Plan will honor claims for benefits brought by a third-party; such third-party shall not have standing to bring any such claim either independently, as a Member or beneficiary, or derivatively, as an assignee of a Member or beneficiary.
6. Medical Management Services. BlueCross will provide certain services through its Medical Management program. These are described in Exhibit D to this Agreement.
7. Claims Payments Adjustments.
 - 7.1. Whenever BlueCross becomes aware that a claims payment to a provider or Member is less than the amount to which the provider or Member is entitled,

BlueCross shall promptly adjust the underpayment to reflect the proper amount that should be remitted.

- 7.2. Whenever BlueCross becomes aware that a claims payment to a provider or Member is more than the amount to which the provider or Member is entitled, BlueCross shall make a diligent attempt to recover such overpayment, in accordance with its customary administrative procedures. In the event any part of an overpayment is recovered, Employer will receive a credit from BlueCross. BlueCross shall not be required to institute any legal proceeding to recover such overpayment. BlueCross will follow its policies and procedures to settle overpayments.

7.2.1. If a claim payment was made for services rendered through the BlueCard program, BlueCross has no obligation to attempt to collect claim payments that were for less than fifty dollars (\$50), or in accordance with stated limits in effect at the Host Plan location.

7.2.2. BlueCross will assume liability for an unrecovered overpayment only if and when it is determined that:

7.2.2.1. the overpayment was caused by an act or omission of BlueCross subject to indemnification under Article V, Section 5.1;

7.2.2.2. all reasonable means of recovery under the circumstances have been exhausted; and

7.2.2.3. BlueCross's acts or omissions were not undertaken at the express direction of Employer.

7.2.3. BlueCross is not liable for interest on recovered overpayments.

7.2.4. Employer acknowledges and agrees that, except in cases of fraud committed by the provider, BlueCross cannot, under Tennessee state law, recover overpayments from providers more than 18 months after the date that BlueCross paid the claim submitted by the provider.

7.2.5. In no event does BlueCross have an obligation to recover on liability for overpayments of claims that were adjudicated for payment more than three (3) years before the overpayment is discovered.

- 7.3. The Parties acknowledge that Employer may not contact Network Providers directly or indirectly regarding rates or charges for services provided to Members. All such contact with Network Providers must be by and through BlueCross.

- 7.4. Overpayment Recoveries: BlueCross, on behalf of Employer has the right to obtain a refund of an overpayment on any claim(s) paid by BlueCross to a provider or a Covered Person. Unless otherwise agreed upon between BlueCross and the provider, when a provider fails to return an overpayment to BlueCross, BlueCross has the right to utilize the following mechanisms to recover the overpayment: For purposes of Sections 7.4.1 through 7.4.6 below, "Other Plan(s)" or "Another Plan" means any health benefit plan other than the Plan, including, but not limited to,

individual and group plans or insurance policies that are administered or insured by BlueCross.

- 7.4.1. BlueCross has the right to recover overpayments from future payments due by BlueCross to a provider in conjunction with BlueCross's payment of medical claims for the Plan or from Other Plans, up to an amount equal to the overpayment (hereinafter "Claim Recovery"). When BlueCross identifies an overpayment, BlueCross notifies the provider in writing, identifying the overpayment (including the medical claim(s) at issue), the provider's ability to grieve BlueCross's determination of the overpayment, and the timeline for submitting payment for the overpayment. If the provider does not return the requested overpayment as directed, BlueCross may initiate its Claim Recovery process against future payments consistent with this section.
- 7.4.2. BlueCross has the right to reduce payment to a provider by the amount necessary to recover the overpayment to such provider and to reimburse BlueCross for the amount BlueCross reimbursed to Employer (net of fees, if any) in connection with such overpayment. Employer acknowledges and agrees that BlueCross reimburses Employer and the Plan for such overpayments to providers with BlueCross's general funds and such reimbursement is not contingent on BlueCross's recovery from the provider.
- 7.4.3. If BlueCross has made overpayments to a provider for medical claims relating to members enrolled in more than one (1) Other Plan, BlueCross may initiate its Claim Recovery process for multiple overpayments collectively, against future payments owed to such provider on behalf of Another Plan, as part of a single transaction, resulting in an overpayment recovery amount which shall be applied in accordance with BlueCross policies, which prioritize application based on the age of the overpayments, beginning with the oldest outstanding overpayment or has the right to apply the Claim Recovery process as otherwise set forth in this Section 7.4. BlueCross shall not apply recovered amounts in a manner that prioritizes Overpayments based upon the funding type of any plan (e.g., whether the plan is fully-insured or self-funded).
- 7.4.4. Employer acknowledges that BlueCross, may from time to time, conduct Claim Recovery activities with respect to contracted and non-contracted providers as permitted under the terms of any applicable contract and applicable law. If BlueCross conducts Claim Recovery, BlueCross shall record overpayments and returned funds separately and maintain claim details at the Member account, and group levels.
- 7.4.5. Subject to the exception(s) set forth in this Section 7.4, Employer agrees that BlueCross will recover overpayments in accordance with its recovery process and that Employer has no separate or independent right to recover any overpayment from BlueCross, provider, or Another Plan.

- 7.4.6. Employer may, at its option, request on a semi-annual basis, a report on the status of all outstanding overpayments.
 - 7.5. In the event that BlueCross becomes aware that a claims payment to a provider or Member was or might have been the result of a fraud, BlueCross shall:
 - 7.5.1. Notify the Plan as soon as possible about the alleged fraudulent claims;
 - 7.5.2. Provide reasonable assistance to the Plan in recovering the alleged fraudulent claims; and
 - 7.5.3. Report the suspected fraud to the appropriate law enforcement agency.
8. Annual Renewal Claims Analysis.
 - 8.1. BlueCross will provide an annual renewal analysis of Employer's claims experience. BlueCross will also provide assistance in benefit design.
 - 8.2. Upon request, but not more often than annually, BlueCross will provide an analysis of Employer's claims incurred but not yet reported.
 - 8.3. Upon request, but not more often than annually, BlueCross will provide an analysis of the suggested funding levels for Employer's Plan, as administered by BlueCross.
 - 8.4. Employer acknowledges that these analyses are estimates only, and that the actual experience may differ from these estimates. These are for Employer's use only, and are not prepared for distribution to or reliance by third parties.
9. Mental Health Parity. The parties acknowledge and agree that Employer is solely responsible for complying with all applicable provisions of ERISA and other laws applicable to Employer's Plan, including the Mental Health Parity and Addiction Equity Act and its implementing regulations, as amended from time to time ("MHPAEA"). BlueCross agrees to cooperate with Employer in providing information reasonably requested by Employer or its designee in order for Employer to comply with these obligations.
10. Duties with regard to non-BlueCross of Tennessee Stop Loss Vendor. For a separate interface fee, BlueCross will perform the following services and provide the following information for Employer to a third party stop loss vendor:
 - 10.1. Provide monthly Claimants at 50% of Specific Attachment Point Reports.
 - 10.2. Provide monthly Aggregate Reports.
 - 10.3. BlueCross does not coordinate the payment of the stop loss premium between the stop loss vendor and Employer.
 - 10.4. Provide stop loss vendor the following information at renewal to prepare a renewal of Employer's stop loss coverage. Information to be provided is as follows:

Census	
Age/ Gender	Subscriber Count by age/gender
Zip Codes	Subscriber Count by LOB, State, Zip
Plan Design Summary/ Plan Document	Evidence of Coverage
Trigger Reports:	
50% of Specific Report	50% Report (Includes Diagnosis Only)
Medical & Rx	
Aggregate Claim Reports	Monthly Aggregate Report (excluding claims over specific)
By Month	(included in report)
Enrollment Included	(included in report)
Large Claims Amounts Included	(included in report)

- 10.5. Regardless of whether a claim has met the stop loss dollar limit set out in the agreement between stop loss vendor and Employer, Employer is still responsible for funding all claims processed by BlueCross.
- 10.6. At the termination of this Agreement, BlueCross has no further obligation to provide any reports referenced in this section to Employer or stop loss vendor, other than standard reports for the time period the Agreement was in force.
11. RESERVED.
12. Section 111 Mandatory Secondary Payor Reporting. Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA), titled Medicare Secondary Payor, (hereinafter "Section 111") mandates that, effective January 1, 2009, all group health plans or their representatives submit certain information to CMS. BlueCross is registered as a medical "Required Reporting Entity" as required under Section 111. BlueCross shall report the Plan's medical information required by Section 111. Under no circumstances will BlueCross be required to report workers' compensation or liability insurance information required under Section 111. Employer shall provide all Social Security numbers, tax identification numbers, and the "total number of employees" (as that is defined in the MMSEA) information to BlueCross. BlueCross will not be responsible for any deficiency resulting from Employer's failure to provide such information to BlueCross.
13. Distribution of Materials.
- 13.1. Employer shall handle and distribute enrollment materials in a timely manner and promptly provide to BlueCross the information necessary to administer this Agreement. Employer's failure to provide information in a timely manner may substantially delay and/or jeopardize the enrollment of eligible Members.
- 13.2. Employer shall distribute notices that Employer and/or BlueCross are legally required to provide (e.g., special enrollment rights) in a timely manner and in accordance with all applicable laws. Any off-renewal changes require 60-days advance notice to Members. Employer shall provide BlueCross with enough advance notice of any off-renewal changes, not to be less than 90 days, for

BlueCross to meet its obligations under any applicable law and this Agreement. Employer shall indemnify BlueCross and hold BlueCross harmless from any damages, loss, action, claim or suit (including court costs and attorney's fees) arising from or related to its failure to provide such notices.

- 13.3. If BlueCross provides its enrollment and/or change forms ("Forms") and/or any benefit summaries, and/or comparison sheets ("Documents") in an electronic medium, and Employer delivers Documents electronically to Members or includes Documents on Employer's internal intranet or by similar means or for similar purposes, Employer agrees that:
 - 13.3.1. electronic access shall be limited to Employer's enrolling employees and covered employees and be restricted to a "read-only" or similar basis;
 - 13.3.2. they will replace any hard-copy Forms that have been modified by BlueCross;
 - 13.3.3. the hard-copy documents on file with BlueCross shall control in the event of any discrepancy; and
 - 13.3.4. Employer remains solely responsible for the content of the Documents and all other legal requirements pertaining to them (e.g., distribution).
- 13.4. BlueCross will create a draft Summary of Benefits and Coverage ("SBC"), based on services provided by BlueCross, and provide to Employer. Employer shall review SBC, and revise or supplement as required, prior to distribution. Employer remains solely responsible for SBC content and all other legal requirements pertaining to SBC (e.g., distribution). BlueCross shall not charge Employer for draft SBC. BlueCross may charge Employer for translation of SBC to any language other than English.
14. Member Outreach. BlueCross or its subcontractor, shall have the right to contact Members to perform services under this Agreement, or as otherwise required by law, a regulatory body, or an accrediting agency. Employer warrants that the contact information included in its enrollment data was obtained directly from the applicable Member and that Members are aware they may be contacted via that information for non-telemarketing calls, emails, and/or text messages.
15. Provider Administered Specialty Pharmacy Products. Provider Administered Specialty Pharmacy Products are those Specialty Pharmacy Products administered to a Member by a health care provider, whether or not a Network Provider, rather than self-administered by the Member. Provider Administered Specialty Products can only be dispensed from a specialty pharmacy in the BlueCross Preferred Specialty Pharmacy Network.
 - 15.1. Provider Administered Specialty Pharmacy Products are those products that meet all three of the following criteria:
 - (a) Require in-depth patient teaching, coordination of care, and frequent monitoring to ensure successful use;
 - (b) Described by at least one of the following:

- i. produced through genetic technology or biopharmaceutical processes;
 - ii. target a chronic, rare, genetic, or complex disease; or
 - iii. require unique handling, distribution, and/or administration; and
- (c) Are set forth on the Provider Administered Specialty Pharmacy Product List which is maintained by BlueCross (available at www.bcbst.com), as may be amended from time to time for any reason.

15.2. "Preferred Specialty Pharmacy Network" means BlueCross's network of pharmacies that are permitted to dispense Provider-Administered Specialty Pharmacy Products to providers.

All the medications set forth on the Provider Administered Specialty Pharmacy Product List have been determined by BlueCross to meet criteria (a) and (b) of Section 15.1 above. However, some products meeting criteria in (a) and (b) of Section 15.1 above may be excluded from the list. A Provider Administered Specialty Product may be added or removed from this list at any time for any reason. Provider Administered Specialty Pharmacy Products can only be dispensed from a pharmacy in BlueCross's Preferred Specialty Pharmacy Network. BlueCross will adjudicate claims for Provider Administered Specialty Pharmacy Products for the Employer.

16. Group Health Plan Federal Requirements.

16.1. Health Plan Transparency Requirements. The Parties acknowledge that Employer's Plan is subject to certain requirements under the Affordable Care Act Transparency in Coverage Final Rule and group health plan requirements in Division BB of the Consolidated Appropriations Act, 2021 and its implementing regulations, as set forth below (collectively, "Health Plan Transparency Requirements"). BlueCross (i) agrees to cooperate with Employer in meeting its obligations under the Health Plan Transparency Requirements, and (ii) reserves the right to charge a fee for services related to the implementation and administration of the Group Health Plan Transparency Requirements

16.1.1. Machine Readable Files. The Parties acknowledge and agree that Employer's Plan is required to publicly disclose in-network negotiated rates, billed out-of-network charges, and prescription drug pricing information to the public through machine readable files ("MRF's"). BlueCross agrees (a) to cooperate with Employer in providing information reasonably requested by Employer or its designee in order for Employer to comply with these obligations, or (b) at the direction of Employer, to post MRFs on its website on behalf of the Plan, provided however, that Employer retains liability for any Losses resulting from Employer's failure to provide timely to BlueCross any requested information for BlueCross to perform under this section.

16.1.2. Contract Terms. The Parties acknowledge and agree that, nothing in this Agreement shall directly or indirectly restrict BlueCross from (i) providing provider-specific cost or quality of care information or data to referring providers, Employer, Members or individuals eligible to become Plan Members; (ii) electronically accessing de-identified

claims and encounter information or data under the Plan for each Plan Member, upon request and consistent with applicable law, including but not limited to HIPAA, GINA, and the ADA, or (iii) sharing such Plan information or data, or directing such Plan data be shared, with a HIPAA business associate of the Plan consistent with applicable law and the terms of this Agreement.

- 16.1.3. Price Comparison Tool. The Parties acknowledge and agree that Employer's Plan is subject to requirements under applicable law to provide Members with price comparison tools. BlueCross agrees to cooperate with Employer in providing information reasonably requested by Employer or its designee in order for Employer to comply with the price comparison tool obligations, or (b) at the direction of Employer, to make available to Plan Members a price comparison tool, provided however, that Employer retains liability for any Losses resulting from Employer's failure to provide timely to BlueCross any requested information for BlueCross to perform under this section.
- 16.2. ID Cards. BlueCross will supply identification cards. BlueCross will supply identification cards issued at the group's initial enrollment to Subscribers and identification cards issued at any other time to Subscribers. Identification cards will be issued in the name of Subscribers.
- 16.3. Provider Directory Tool. BlueCross will provide Provider Directories through online access and in accordance with applicable law.
- 16.4. Continuity of Care. The Parties acknowledge and agree that Employer's Plan is subject to continuity of care protections in instances when terminations of certain contractual relationships result in changes in provider or facility network status. BlueCross agrees to coordinate impacted Member's transitions to more appropriate care settings in accordance with applicable law.
- 16.5. Health Care and Prescription Drug Reporting. The Parties acknowledge and agree that the Employer's Plan is subject to requirements under applicable law to report certain health care cost information annually to the federal government, such as costs relating to prescription drugs and air ambulance services. BlueCross agrees (a) to cooperate with Employer in providing information reasonably requested by Employer or its designee in order for Employer's Plan to comply with these reporting obligations, or (b), at the direction of the Employer, to report on the Plan's behalf, provided however, that Employer retains liability for any Losses resulting from Employer's failure to provide timely to BlueCross any requested information for BlueCross to perform under this section.
- 16.6. No Surprises Act. The Parties acknowledge and agree that the Employer's Plan is subject to requirements under the No Surprises Act that is part of the Consolidated Appropriations Act, 2021 (hereinafter, the "NSA"). BlueCross will process those out-of-network claims subject to the NSA in accordance with the terms of the NSA and its implementing regulations. BlueCross will also engage in the Independent Dispute Resolution ("IDR") process with providers, as required under the NSA. Fees for IDR services are set forth in Exhibit B

EXHIBIT D TO THE ADMINISTRATIVE SERVICES AGREEMENT**MEDICAL MANAGEMENT SERVICES PROVIDED BY BlueCross**

Employer has selected several of BlueCross's Medical Management programs for use by Employer in administering its Plan. All services utilize current medical guidelines and standards. While these services are described below, the services may be updated from time to time without prior notice to Employer.

MEDICAL MANAGEMENT

1. Inpatient Review.
 - 1.1. Inpatient Precertification. BlueCross will review inpatient admissions (hospital, subacute facility, skilled nursing facility, inpatient rehabilitation, and 23-hour observation stays) to evaluate the appropriateness of certain procedures and Medical Necessity of the requested services. An initial length of stay is assigned upon admission. Emergency inpatient admissions are reviewed within 24 hours of admission or the next business day. Employer's Plan follows BlueCross's standard precertification requirements.
 - 1.2. Concurrent Review of per diem admissions. BlueCross will review Members' inpatient care (hospital, subacute facility, skilled nursing facility, and inpatient rehabilitation) to ensure Medically Necessary and Medically Appropriate care is delivered. Concurrent review is performed as services are being rendered.
 - 1.3. Outlier Review of DRG admissions. BlueCross will review any outlier days billed by a DRG facility on targeted claims after a service is rendered and before payment is made to ensure cost-effectiveness.
2. Retrospective Review. BlueCross will review targeted claims after a service is rendered and before payment is made. The purpose of retrospective review is to provide determinations regarding Medical Necessity, eligibility and benefits.
3. Prospective Review. BlueCross will review targeted, non-emergency related care procedures, non-routine diagnostics and non-routine pharmacy treatments, as determined by BlueCross, for medical appropriateness and the necessity of the requested procedure and setting prior to the procedure being performed.
4. Pre-determination Review. When requested by a provider or Member, BlueCross will conduct a prospective review to determine whether a procedure will be covered.
5. Specialty Pharmacy Review. If BlueCross administers claims related to Provider Administered Specialty Pharmacy Products, as described in Exhibit C, then BlueCross will review specific drugs administered by licensed health care professionals.
5. Home Health, Home Infusion Therapy Review. BlueCross will review prescriptions for home health care services and home infusion therapy to evaluate the physician's plan of

treatment, appropriateness of setting and Medical Necessity of the prescribed services, both prospectively and concurrently.

6. Lifestyle/Health Educational Program. BlueCross will send condition-specific educational materials to low-risk Members identified through the prior authorization process.
7. Care Coordination. BlueCross's Care Coordination process systematically identifies opportunities to coordinate and manage Members' total care.
 - 7.1. Emergency Services Management Program. Nurses will contact Members who frequently seek emergency room services, identify reasons for the frequent utilization, and provide assistance in controlling future inappropriate use of emergency room services.
 - 7.2. Transition of Care. Throughout the different stages of a Member's treatment, nurses coordinate the Member's transitions to more appropriate care settings.
 - 7.3. Condition-specific Care Coordination Program. Through this program, BlueCross provides assessment and management of low-risk and moderate-risk Members with specific conditions, such as heart disease, respiratory disease, diabetes, asthma or hypertension.
8. Catastrophic Medical and Transplant Case Management. BlueCross's Catastrophic Medical and Transplant Case Management program utilizes a comprehensive approach that includes benefit analysis, preauthorization, concurrent review, discharge planning and cost-effective continuity of care for Members. Members with high-risk conditions such as terminal illness, severe injury, major trauma, cognitive or physical disability, or transplant are identified through prior authorization, medical data and claims data. Registered nurses work with the Member, health care providers and primary caregivers to coordinate the most appropriate, cost-effective care settings.

Benefits paid through the Catastrophic Medical and Transplant Case Management program may vary from the benefits described in the Plan. This is done when BlueCross has determined that the alternative benefits are more Medically Appropriate, cost effective, and ensure the best outcomes. Employer will fund these benefits, and BlueCross's administration of benefits pursuant to the Catastrophic Medical and Transplant Case Management program shall be within the scope of its duties.
9. RESERVED
10. RESERVED
11. Behavioral Health Management. BlueCross will provide the following services as part of its Behavioral Health Inpatient Utilization Management program:
 - 11.1. Inpatient Pre-certification. BlueCross will review all facility based level-of-care admissions (acute care, residential care, partial hospital care, intensive outpatient care and any other care in lieu of acute care) to evaluate the appropriateness of treatment applying Medical Necessity criteria. Emergency inpatient admissions are reviewed within 24 hours of admission or the next business day.

- 11.2. Concurrent Review. BlueCross will review the care of Members in facility-based treatment (acute, residential, partial hospital, intensive outpatient or any other care in lieu of behavioral health acute care) to ensure Medically Necessary and Medically Appropriate care is delivered. Lengths of stay are authorized when care requested meets Medical Necessity criteria.
- 11.3. Discharge Planning. BlueCross will assess the Member's behavioral health condition and monitor the behavioral health program's discharge planning to ensure appropriate continuation of care, as necessary, when the Member leaves that particular level of care.
- 11.4. Case Management. BlueCross's Behavioral Health Case management process identifies high risk Members in facility based levels of care and assesses opportunities to coordinate and manage the Member's total behavioral health care to ensure the best outcomes while the Member remains in facility based levels of care.
12. Advanced Radiological Imaging (ARI). BlueCross will review targeted, non-routine diagnostics such as MRI/MRA/MRS, CT/CTA scans, PET scans, and nuclear cardiac imaging studies for medical appropriateness and the necessity of the requested procedure and setting prior to the procedure being performed.
13. Genetic Testing. BlueCross will review targeted, non-routine molecular and genomic laboratory tests such hereditary cancer screening, carrier screening, tumor marker/molecular profiling, hereditary cardiac disorders, and mitochondrial disease testing for medical appropriateness and the necessity of the requested procedure and setting prior to the procedure being performed.
14. BlueCross shall have the authority, in its discretion, to institute from time to time, utilization management, case management, disease management or other care-related programs. These are processes that demonstrate potential improvement in access, quality, efficiency and Member satisfaction. When BlueCross institutes a care-related program, approved services provided through such programs are deemed Covered Services even if they are normally excluded under the Benefits Documents.

EXHIBIT E TO THE ADMINISTRATIVE SERVICES AGREEMENT**DUTIES OF EMPLOYER**

1. **Services.** Employer shall:
 - 1.1. Provide BlueCross with a current, detailed description of the Benefit Documents and any subsequent changes, for acceptance by BlueCross;
 - 1.2. Timely pay and fund all fees and claims as described in this Agreement;
 - 1.3. Provide BlueCross with the necessary Subscriber and Member eligibility information and timely provide updates to such information;
 - 1.4. Perform other duties and services as described in this Agreement; and
 - 1.5. Provide electronic enrollment and status change data, as detailed in Exhibit M.
2. **Notification Regarding Members.** Employer shall notify BlueCross of the addition or deletion of Members as described below:
 - 2.1. When a new Member should be added, Employer shall notify BlueCross within forty-five (45) days of the effective date of coverage for that Member. If BlueCross is not notified that a new Member should be added within this time frame, BlueCross shall have no obligation to adjudicate any claims that were incurred prior to this time frame.
 - 2.2. When a Member should be terminated from coverage, Employer shall notify BlueCross within forty-five (45) days of the effective date of that Member's termination.
 - 2.3. Notice by Employer can be effectuated through Employer's entering of data online, as detailed in Exhibit M.
3. **Final Authority.**
 - 3.1. Except as otherwise specifically stated in this Agreement, Employer retains all final authority and responsibility for the Plan including the benefit design of the Plan, funding of claims, claims payment decisions, cost containment program decisions, eligibility and benefit determinations, compliance with the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA), compliance with HIPAA, compliance with reporting and remitting abandoned property funds (except as referenced in Exhibit C, Section 5.6) if required by law, and compliance with any other state and federal laws or regulations applicable to Employer or the administration of the Plan. The phrase "eligibility and benefit determinations" means that Employer determines who is eligible to participate, (i.e., who are employees or dependents) and generally what medical services and supplies are included or excluded as Covered Services identified in the Benefit Documents, but does not include the ultimate responsibility for making medical necessity or other medical management determinations.

- 3.2. If Employer uses an Employer Service Vendor to provide enrollment data and that third party's data does not match BlueCross's data, BlueCross's data and records will be used to determine the ASF unless and until BlueCross and Employer are able to resolve the discrepancy.
 - 3.3. Employer shall submit all information to BlueCross in writing. The accuracy of any changes performed and administered by BlueCross at the instruction of Employer in benefit design, enrollee status, etc., is the responsibility of Employer. BlueCross is entitled to rely on Employer's instructions in performing its duties under this Agreement.
 - 3.4. A Member has the right to appeal any decision regarding or arising out of this Agreement, and that appeals process is defined in the Benefits Documents and the Plan.
4. Eligibility and Enrollment. As of the first day of the Term of this Agreement, Employer will have delivered enrollment information regarding Members to BlueCross. Employer shall deliver all employee and dependent eligibility status changes to BlueCross on a monthly basis, or more frequently as mutually agreed by the Parties.
 - 4.1. Employer shall be responsible for verifying identity of Members to confirm eligibility and for promptly rescinding coverage of ineligible individuals:
 - 4.2. Employer shall be responsible for providing each Subscriber with a copy of any required documents.
 - 4.3. If an employee waives his/her (or his/her dependents') coverage under the Plan at enrollment or open enrollment, Employer will maintain the original of the waiver, and if the employee has a qualifying event during the plan year, Employer will certify to BlueCross that the employee executed a waiver at enrollment or open enrollment.
5. Financial Obligations.
 - 5.1. Claims Funding. Employer is financially responsible for the timely funding of all Approved Claims and is the Payor of benefits for all Members. Employer will provide BlueCross with such authorizations as are necessary to ensure that required instruments are valid with respect to funding Approved Claims for Covered Services.
6. Assessments.
 - 6.1. Employer retains responsibility and liability for all benefits and expenses incident to the Plan, including any federal, state or local taxes, assessments, or similar government-imposed fees, other than BlueCross's income taxes, that are related to the Plan, the Plan's Members, enrollees, or participants, or BlueCross's services under this Agreement ("Assessments"). For example, Assessments may be based on: (i) the number of covered lives in the Plan, (ii) the number of covered lives in a given geographic region, (iii) fees paid or payable to BlueCross for services provided under this Agreement, including premiums or premium equivalents, (iv) Approved Claims paid pursuant to this Agreement, or (v) other assessment

methodologies that measure the relative value of benefits or services provided or delivered under the Plan. If at any time, during or after the term of this Agreement, BlueCross is required to pay any Assessment on Employer's behalf, Employer shall reimburse BlueCross an amount equal to such Assessment(s), which will be disclosed to Employer via invoice. Additionally, BlueCross pays if any taxes, penalties or interest are imposed, assessed or accrued on any Assessment, Employer will reimburse BlueCross such additional amounts equal to the tax, penalty or interest.

- 6.2. Employer will pay these additional amounts to BlueCross within thirty (30) days following mailing of invoice. Payments not received within the thirty (30) day period are subject to the late payment charge described in Exhibit B.
- 6.3. Employer will pay these additional amounts even if the validity of Assessments has not been finally determined. If it is finally determined that such Assessments were not valid, to the extent such Assessments are refunded or otherwise returned to BlueCross by the appropriate Federal, state or local governmental entity, BlueCross will refund to Employer an amount equal to those additional amounts previously paid by Employer plus interest, if any, determined in accordance with BlueCross's regular procedures then in effect, less a pro rata share of any expenses incurred by BlueCross in contesting the validity of such Assessments.

7. Use of Names and Service Marks. Employer agrees to allow BlueCross to use Employer's name and service mark on I.D. cards and other forms necessary to implement this Agreement, for BlueCross's internal purposes, and to promote Employer's relationship with BlueCross to potential or existing providers. BlueCross shall not use Employer's name or service mark for any other purpose without the prior written consent of Employer.

Employer agrees that the names, logos, symbols, trademarks, trade names, and service marks of BlueCross, whether presently existing or hereafter established, are the sole property of BlueCross and BlueCross retains the right to the use and control thereof. Employer shall not use BlueCross's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of BlueCross and shall cease any such usage immediately upon written notice by BlueCross or upon termination of this Agreement, whichever is sooner.

Employer agrees that the names, logos, symbols, trademarks, trade names, and service marks of the Association, whether presently existing or hereafter established, are the sole property of the Association and the Association retains the right to the use and control thereof. Employer shall not use the Association's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of the Association and shall cease any such usage immediately upon written notice by the Association or upon termination of this Agreement, whichever is sooner.

EXHIBIT F TO THE ADMINISTRATIVE SERVICES AGREEMENT

DIRECT DEBIT AUTHORIZATION AGREEMENT

Employer has signed a separate Direct Debit Authorization Agreement, which is hereby incorporated by reference as part of this Agreement.

EXHIBIT G TO THE ADMINISTRATIVE SERVICES AGREEMENT**INTER-PLAN ARRANGEMENTS****1. Out-of-Area Services.****Overview**

BlueCross has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever Members access healthcare services outside the geographic area BlueCross serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BlueCross serves, Members obtain care from healthcare providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Members may obtain care from healthcare providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. BlueCross remains responsible for fulfilling our obligations to Employer. Our payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that Dental Care Benefits except when not paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by Us to provide the specific service or services are not processed through Inter-Plan Arrangements.

1.1. BlueCard® Program.

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

1.1.1. Liability Calculation Method Per Claim – In General.**1.1.1.1. Member Liability Calculation**

Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to BlueCross by the Host Blue.

1.1.1.2. Employer Liability Calculation

The calculation of Employer's liability on claims for Covered Services processed through the BlueCard Program will be based on the negotiated price made available to BlueCross by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than billed charge in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Employer may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

1.1.2. Claims Pricing.

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to BlueCross by the Host Blue may be represented by one of the following:

- 1.1.2.1. An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
- 1.1.2.2. An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or
- 1.1.2.3. An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price Employer pays on a specific claim and the actual amount the Host

Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Member and Employer is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to Employer will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Employer. If Employer terminates, Employer will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

1.1.3. BlueCard Program Fees and Compensation.

Employer understands and agrees to reimburse BlueCross for certain fees and compensation which BlueCross is obligated under the BlueCard Program to pay to the Host Blues, to the Association and/or to vendors of BlueCard Program-related services. The specific BlueCard Program fees and compensation that are charged to Employer are set forth in Exhibit B. BlueCard Program Fees and compensation may be revised from time to time as described in section 1.7 below.

1.2. Special Cases: Value-Based Programs.

1.2.1. Value-Based Programs Overview.

Employer's Members may access Covered Services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

1.2.2. Value-Based Programs under the BlueCard Program.

1.2.2.1. Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: Per member per month, provider incentives, gain share, risk share, retrospective settlements, prospective settlements, share of target savings, Care Coordination Fees and/or other allowed amounts.

The Host Blue may pass these provider payments to BlueCross, which BlueCross will pass directly on to Employer as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Employer via an enhanced provider fee schedule.
- **Supplemental Factor:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for non-attributed Value-Based Programs.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- 1.2.2.1.1. **Per Member Per Month (PMPM) Billings:** Per Member Per Month billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. BlueCross will pass these Host Blue charges directly through to Employer as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period.

if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- 1.2.2.1.2. Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- 1.2.2.1.3. Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If Employer terminates, Employer will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

1.2.3. Care Coordinator Fees.

Host Blues may also bill BlueCross for Care Coordinator Fees for provider services which we will pass on to Employer as follows:

- 1.2.3.1. PMPM billings; or
- 1.2.3.2. Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this Agreement/contract, BlueCross and Employer will not impose Member cost sharing for Care Coordinator Fees.

1.2.4. Value-Based Programs under Negotiated Arrangements.

If BlueCross has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to Members, BlueCross will follow the same procedures for Value-Based Programs administration and Care Coordinator Fees as noted in the BlueCard Program section.

As part of this Agreement, BlueCross and Employer may agree/have agreed to waive Member cost sharing for care coordinator fees.

1.2.5. Value-Based Programs Definitions.

Accountable Care Organization (ACO): A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

Care Coordination: Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's healthcare needs across the continuum of care.

Care Coordinator: An individual within a provider organization who facilitates Care Coordination for patients.

Care Coordination Fee: A fixed amount paid by a Blue Cross and/or Blue Shield Licensee to providers periodically for Care Coordination under a Value-Based Program.

Global Payment/Total Cost of Care: A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific groups of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

Negotiated Arrangement a.k.a., Negotiated National Account Arrangement: An agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard Program.

Patient-Centered Medical Home (PCMH): A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

Provider Incentive: An additional amount of compensation paid to a healthcare provider by a Blue Cross and/or Blue Shield Plan, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

Shared Savings: A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

Value-Based Program (VBP): An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

1.3. Prepayment Review & Return of Overpayments.

If a Host Blue conducts prepayment review activities, including, but not limited to, data mining, itemized bill reviews, secondary claim code editing, and DRG audits, the Host Blue may bill BlueCross up to a maximum of sixteen percent (16%) of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BlueCross and the Host Blue, and these fees may be charged to Employer. If a Host Blue engages a third party to perform these activities on its behalf, the Host Blue may bill BlueCross the lesser of the full amount of the third-party fees or up to sixteen percent (16%) of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BlueCross and the Host Blue, and these fees may be charged to Employer.

Recoveries of overpayments/from a Host Blue, or its participating and nonparticipating providers, or from post-payment review activities, can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits/healthcare provider/hospital bill audits, credit balance, audits, utilization review refunds and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to BlueCross they will be credited to Employer. When a Host Blue identifies and collects these recovery amounts, the Host Blue may bill BlueCross up to a maximum of sixteen percent (16%) of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BlueCross and the Host Blue, and these fees may be charged to Employer. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. When this occurs, the Host Blue may bill the lesser of the full amount of the third party fees or up to sixteen percent (16%) of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BlueCross and the Host Blue, and these fees may be charged to Employer.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, BlueCross will request the Host Blue to provide full refunds from participating healthcare providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, and Care Coordination Fees or (c) would jeopardize the Host Blue's relationship with its participating healthcare providers, notwithstanding to the contrary any other provision of this Agreement.

1.4. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BlueCross will disclose any such surcharge, tax or other fee to Employer, which will be Employer's liability. See also Exhibit E, paragraph 6.

1.5. Nonparticipating Providers Outside BlueCross's Service Area.

1.5.1. Member Liability Calculation.

1.5.1.1. In General

When Covered Services are provided outside of BlueCross's service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment BlueCross will make for the Covered Services as set forth in this paragraph. Payments for certain out-of-network services, including out-of-network emergency services will be governed by applicable federal and state law.

1.5.1.2. Exceptions

In some exception cases, BlueCross may pay claims from nonparticipating healthcare providers outside of BlueCross's service area based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by BlueCross in BlueCross's sole and absolute discretion or by applicable law. In other exception cases, BlueCross may pay such claims based on the payment BlueCross would make if BlueCross were paying a nonparticipating provider inside of BlueCross's service area. This may occur where the Host Blue's corresponding payment would be more than BlueCross's in-service area nonparticipating provider payment, BlueCross may negotiate a payment. BlueCross may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment BlueCross will make for the Covered Services as set forth in this paragraph.

1.5.2. Fees and Compensation.

Employer understands and agrees to reimburse BlueCross for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Employer are set forth in Exhibit B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section 1.7 below.

1.6. Blue Cross Blue Shield Global® Core.

1.6.1. General Information.

If Members are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists Members with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Members receive care from providers outside the BlueCard service area, the Members will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

1.6.1.1. Inpatient Services

In most cases, if Members contact the service center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the service center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact BlueCross to obtain precertification for non-emergency inpatient services.**

1.6.1.2. Outpatient Services

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Members to pay in full at the time of service. Members must submit a claim to obtain reimbursement for Covered Services.

1.6.1.3. Submitting a Blue Cross Blue Shield Global Core Claim

When Members pay for Covered Services outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Members should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center address on the form to initiate claims processing.

The claim form is available from BlueCross, the service center, or online at www.bcbsglobalcore.com. If Members need assistance with their claim submissions, they should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

1.6.2. Blue Cross Blue Shield Global Core-Related Fees.

Employer understands and agrees to reimburse BlueCross for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Employer under Blue Cross Blue Shield Global Core are set forth in Exhibit B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section 1.7 below.

1.7. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.

Modifications or changes to Inter-Plan arrangement fees are generally made effective January 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BlueCross shall provide Employer with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan arrangement fees or compensation describing the change and the effective date thereof and Employer's right to terminate this Agreement without penalty by given written notice of termination before the effective date of this change. If Employer fails to respond to the notice and does not terminate this Agreement during the notice period, Employer will be deemed to have approved the proposed changes, and BlueCross will then allow such modifications to become part of this Agreement.

EXHIBIT H TO THE ADMINISTRATIVE SERVICES AGREEMENT**COBRA ADMINISTRATION PROVIDED BY BlueCross**

In the event that any Member is entitled to continuation of their benefits under the Benefit Documents, BlueCross will continue to perform its duties under this Agreement with regard to that Member as outlined below. That Member shall be charged the amount allowed by law (currently, 102% of the premium equivalent charged to active Subscribers, and 150% if the Member is disabled). BlueCross's and Employer's obligations under this Exhibit shall terminate upon termination of this Agreement.

1. When an eligible employee (and/or his or her spouse) first enrolls in Employer's Plan, and Employer has notified BlueCross of this enrollment, BlueCross shall:
 - 1.1. Issue an initial COBRA notice to the eligible employee at the home address supplied by Employer. We will send a single notice to the eligible employee and spouse if BlueCross's information is that he or she reside at the same address and enrolled at the same time;
 - 1.2. Send a separate notice to the spouse, if:
 - 1.2.1. The spouse lives at a separate address from the eligible employee (and BlueCross is made aware of this by Employer prior to issuing the notice); or
 - 1.2.2. The spouse becomes enrolled in Employer's Plan at a different time from the eligible employee;
 - 1.3. Issue these notices within 14 days of the date Employer notifies BlueCross that the eligible employee and/or spouse has enrolled.
2. Once notified by Employer that a Subscriber and/or Dependents are eligible for COBRA continuation ("Eligible COBRA Participant"), BlueCross shall:
 - 2.1. Remove the Member(s) from Employer's eligible Member record at BlueCross;
 - 2.2. Send a COBRA Qualifying Event Notice to the Eligible COBRA Participant, along with enrollment forms and rate and benefit information within 14 days of receiving notice from Employer that a Qualifying Event has occurred;
 - 2.3. Send premium equivalent notices to the Eligible COBRA Participant, either by mail or other acceptable method;
 - 2.4. Collect all necessary payments and premium equivalents from said Member after the initial payment is submitted by Employer, in such amounts as directed by Employer, for all benefits selected to be continued by the Qualified Beneficiaries. If BlueCross does not receive the necessary payments from a Qualified Beneficiary, BlueCross will:
 - 2.4.1. Place a stop-pay on the Qualified Beneficiary's benefits; and

- 2.4.2. Cancel the Qualified Beneficiary's coverage at the end of the grace period.
- 2.5. Provide claims processing services;
- 2.6. Provide access to the Blue Network(s);
- 2.7. Provide all notices and other documentation required under COBRA on Employer's behalf once a Member goes on COBRA; and
- 2.8. Terminate the COBRA continuation coverage at the appropriate time.
- 2.9. When a notification of termination is generated, (i.e., for failure to submit the enrollment form and pay the applicable premium during the statutory election and/or grace period, non-payment of premium charges or expiration of the applicable eligibility period for COBRA continuation coverage) BlueCross will:
 - 2.9.1. Notify the Qualified Beneficiary of the coverage termination, as well as the reason and effective date thereof;
 - 2.9.2. Notify Employer of any termination of coverage;
 - 2.9.3. Mail information regarding any available conversion coverage to the terminated Qualified Beneficiary.
- 2.10. When a Termination of Coverage letter is sent, it will be sent to the Member's current address, as contained in BlueCross's records.
- 2.11. If Employer terminates its Plan, BlueCross shall not send out Termination of Coverage letters.
3. Employer, as the Plan Administrator, shall:
 - 3.1. Provide the eligibility information for all Qualified Beneficiaries to BlueCross with the monthly eligibility information;
 - 3.2. Notify BlueCross, using BlueCross's form, that a Subscriber and/or Dependents are eligible for COBRA within 30 days of the Qualifying Event;
 - 3.3. Provide timely notice of the following information (but in no event more than 30 days) to BlueCross in writing when a Qualifying Event occurs: (a) the name and address of the Qualified Beneficiaries; (b) type of qualifying event; (c) the date of the Qualifying Event; (d) the date that Employer-sponsored health coverage would otherwise terminate; (e) the Qualified Beneficiary's ID number; and (f) the Qualified Beneficiary's date of birth; and
 - 3.4. Notify BlueCross of any changes that it becomes aware of that might affect the Eligible COBRA Participant's coverage under COBRA.
4. ASF for COBRA-Related Services:
 - 4.1. For Qualified Beneficiaries who have BlueCross-administered health benefits:

- 4.1.1. Employer shall pay BlueCross the ASF included in Exhibit B;
 - 4.1.2. Employer shall pay BlueCross the same ASF for eligible COBRA Participants as is charged for Subscribers.
- 4.2. For Qualified Beneficiaries who elect COBRA continuation, but not for BlueCross administered health benefits, Employer shall pay BlueCross 2% of the premium equivalent remitted.
- 4.3. Payment for COBRA administration services is as follows:
 - 4.3.1. For Qualified Beneficiaries who elect COBRA Continuation for BlueCross administered health benefits:
 - 4.3.1.1. Employer shall pay to BlueCross the currently charged ASF for all Eligible COBRA Participants;
 - 4.3.2. From each premium equivalent remitted by Eligible COBRA Participants, BlueCross shall:
 - 4.3.2.1. Retain 2% of the premium equivalent received by BlueCross;
 - 4.3.2.2. Credit Employer with the remainder of the premium equivalent received by BlueCross.
 - 4.3.3. For Qualified Beneficiaries who do not elect COBRA Continuation for BlueCross administered health benefits:
 - 4.3.4. From each premium equivalent remitted by Eligible COBRA Participants, BlueCross shall:
 - 4.3.4.1. Retain 2% of the premium equivalent received by BlueCross;
 - 4.3.4.2. Send a separate check to Employer for the remainder of the premium equivalent received by BlueCross.
- 5. BlueCross will provide COBRA administration for all Members covered under Employer's Plan.
- 6. "Qualified Beneficiary" means each individual person who is eligible for COBRA continuation coverage, whether formerly covered under the BlueCross administered plan as a Subscriber or a dependent, or covered under another of Employer's benefit plans.
- 7. "Eligible COBRA Participant" means the group of a Subscriber and/or Dependents, whether formerly covered under the BlueCross or another of Employer's benefit plans that have elected to be covered together as a family unit and are issued one invoice for COBRA Continuation Coverage by BlueCross.

EXHIBIT I TO THE ADMINISTRATIVE SERVICES AGREEMENT**HEALTH AND WELLNESS SERVICES**

Employer has selected the Health and Wellness Services described below.

1. Services.

- 1.1. Chronic Care Management. Chronic Care Management is proactive identification and outreach for the purpose of health coaching to address Members' conditions including chronic obstructive pulmonary disease, congestive heart failure, diabetes, asthma, depression and coronary artery disease. Chronic Care Management aims to stabilize Member health status, assist individuals in improving self-management of conditions, improve adherence to evidence-based guideline recommended preventive care, as well as promote healthy behavior changes designed to improve quality of life and reduce risk factors.
- 1.2. 24/7 Nurseline. BlueCross provides access to experienced nurses via telephone and instant messaging for symptom assessment, general health information, self-care education, and personalized support.

EXHIBIT J TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT K TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT L TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT M TO THE ADMINISTRATIVE SERVICES AGREEMENT**ONLINE ENROLLMENT SPECIFICATIONS THROUGH BlueCross SECURED WEBSITE**

1. BlueCross's Duties and Responsibilities.
 - 1.1. BlueCross will provide a PIN for website access.
 - 1.2. BlueCross will provide instruction upon Employer's request. Such instruction may be done by telephone or personal contact.
 - 1.3. BlueCross will accept data and process enrollment, status change and termination requests in accordance with the eligibility guidelines.
 - 1.4. BlueCross has the right to audit Employer's data transmissions for accuracy and completeness.
2. Employer's Duties and Responsibilities.
 - 2.1. Employer will submit data only on eligible individuals.
 - 2.2. Employer is responsible for the accuracy and completeness of all data submitted.
 - 2.3. Employer will submit data on a timely basis in accordance with this Agreement.
 - 2.4. Employer assumes responsibility for notifying BlueCross when Employer's group administrator or enrollment contact changes, so that BlueCross can revoke that individual's website access. BlueCross will revoke access within 5 working days of being notified. If Employer does not inform BlueCross of any such change, and a former group administrator or enrollment contact enters fraudulent or incorrect information through the website, Employer is responsible for these actions.

EXHIBIT N TO THE ADMINISTRATIVE SERVICES AGREEMENT**GRIEVANCE SERVICES**

This Exhibit describes duties regarding grievance services:

1. First Level Grievance.

- 1.1. BlueCross shall conduct the first level grievance on Employer's behalf. For purposes of handling the first level Grievance, BlueCross is a limited fiduciary under ERISA.
- 1.2. BlueCross shall have full discretionary authority to make eligibility, benefit, claim, or any other applicable benefit determinations.
- 1.3. A written decision concerning the grievance shall be sent to Member within the timeframe set forth in the Benefit Documents.
- 1.4. Member shall have the opportunity to submit written testimony and any additional written information to BlueCross. Oral testimony will not be permitted at the first level grievance.
- 1.5. First level grievance is the only mandatory level of grievance.
- 1.6. If Employer's Plan includes vision benefits, first level grievance is the only grievance service performed for Members appealing an adverse benefit determination related to vision benefits.

2. Second Level Grievance.

- 2.1. BlueCross shall conduct the second level grievance for Employer. For purposes of handling the second level Grievance, BlueCross is a limited fiduciary under ERISA.
- 2.2. BlueCross shall have full discretionary authority to make eligibility, benefit, claim, or any other applicable benefit determinations.
- 2.3. A written decision concerning the grievance shall be sent to Member within the timeframe set forth in the Benefit Documents.
- 2.4. Member shall have the opportunity to present oral testimony and to provide additional information to BlueCross.

3. External Review.

- 3.1. BlueCross shall coordinate the external review procedure on Employer's behalf. For purposes of handling the external review process, BlueCross is a limited fiduciary under ERISA.
- 3.2. BlueCross's external review procedure shall be based on and follow the external review procedure set forth in the Tennessee Code Annotated.

- 3.3. A written decision concerning the grievance shall be sent to Member within the timeframe set forth in the Benefit Documents.
4. Employer's grievance processes shall be subject to and comply with the review standards applicable to ERISA plans, whether or not it is otherwise governed by ERISA.
5. BlueCross shall, upon Employer's request, provide to Employer any grievance information related to a grievance handled by BlueCross.
6. Nothing shall establish a grievance process that contradicts any statement in this Exhibit.
7. BlueCross shall not be required to perform any grievance services not expressly stated in this Exhibit.

EXHIBIT O TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT P TO THE ADMINISTRATIVE SERVICES AGREEMENT**PHARMACY SERVICES**

Employer has selected BlueCross to provide pharmacy benefit management services with respect to Employer's Plan.

1. DEFINITIONS

The following definitions apply for purposes of this Exhibit only.

“Covered Drug(s)” means those prescription drugs, supplies, and other items that are covered under the Plan.

“Drug Formulary” means the list of FDA-approved prescription drugs and supplies developed by BlueCross' Pharmacy and Therapeutics Committee. The drugs and supplies included on the Drug Formulary will be modified by BlueCross from time to time as a result of factors, including, but not limited to, medical appropriateness, pharmaceutical manufacturer Pharmacy Rebate arrangements, and patent expirations.

“Home Delivery Network” means BlueCross' network of Participating Pharmacies where prescriptions are filled and delivered to Members via mail delivery service. The Home Delivery Network does not include pharmacies in the Specialty Pharmacy Network.

“Manufacturer Administrative Fees” means those administrative fees paid by manufacturers to the pharmacy benefit manager pursuant to a contract between the pharmacy benefit manager and the manufacturer in connection with the pharmacy benefit manager's administering, invoicing, allocating, and collecting Pharmacy Rebates.

“Member Submitted Claim” means a paper claim submitted by a Member for Covered Drugs dispensed by a Pharmacy for which the Member paid cash.

“Over the Counter Drug” or **“OTC”** means a drug available without a written prescription.

“Participating Pharmacy” means any pharmacy within BlueCross' Pharmacy network licensed to provide Covered Drugs to Members.

“Pharmacy Rebate” is revenue received by BlueCross from rebate aggregators or pharmaceutical manufacturers, which is related to Members' utilization of Covered Drugs. The following are specifically excluded from the definition of Pharmacy Rebate and shall be retained by BlueCross: (a) contractual obligations to BlueCross that require payment of a penalty or other amount to BlueCross if contractual obligations are not met; and (b) rebates attributable to any payment BlueCross receives for a Provider Administered Specialty Pharmacy Product claim as defined in Exhibit C ; and (c) Manufacturer Administrative Fees.

“Prescription Drug Claim” means a Member Submitted Claim or claim for payment submitted by a Participating Pharmacy as a result of dispensing a Covered Drug to a Member.

“Retail 30 Network” means BlueCross' network of retail Participating Pharmacies that are permitted to dispense Covered Drugs to Members typically in a 30-day supply.

“Specialty Pharmacy Network” means, for the purposes of this Exhibit, BlueCross' custom network of Participating Pharmacies that are permitted to dispense Self-Administered Specialty Pharmacy Products to Members.

“Self-Administered Specialty Pharmacy Product” means those Specialty Pharmacy Products that a Member administers rather than a provider. Self-Administered Specialty

Pharmacy Products can only be dispensed from a specialty pharmacy in the Specialty Pharmacy Network and must meet all three of the following criteria:

- a) Require in-depth patient teaching, coordination of care, and frequent monitoring to ensure successful use;
- b) Described by at least one of the following:
 - i. produced through genetic technology or biopharmaceutical processes;
 - ii. target a chronic, rare, genetic, or complex disease; or
 - iii. require unique handling, distribution, and/or administration; and
- c) Are set forth in the Drug Formulary which is maintained by BlueCross (available at www.bcbst.com), as may be amended from time to time for any reason.

All the medications set forth in the Drug Formulary have been determined by BlueCross to meet criteria (a) and (b) above. However, some products meeting criteria in (a) and (b) above may be excluded from the Drug Formulary. A Self-Administered Specialty Pharmacy Product may be added or removed from the Drug Formulary at any time for any reason.

2. PHARMACY SERVICES

BlueCross will provide the following pharmacy benefit management services:

Employer and Member Services	
Toll-free consumer advisor number for Members	Designated account team
Coordinated eligibility submission	Benefit plan setup
Member Submitted Claim processing	Electronic claims processing
Network Pharmacy Services	
Pharmacy help desk	Pharmacy reimbursement
Pharmacy network management	ePrescribing
Home Delivery Services	
Customer service for Members	Benefit education
Extended Payment Program	Prescription delivery – standard
“Worry Free” Fills	Bridge supply
Specialty Pharmacy Network Services	
Benefit education	Prescription delivery – standard
Reporting Services	
Web-based client reporting	Billing reports
Website Services	

BlueAccess - access to benefit, drug, health and wellness information; prescription ordering capability; My RX Choices and customer service	Specialist pharmacist - access to specialized pharmacists to answer non-urgent questions via email about medications for chronic conditions.
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Cost Containment and Trend Management Solutions		
<u>Solution</u>	<u>Description</u>	<u>Fee</u>
Formulary Management	Drug Formulary program based on evidence-based medicine, integrated utilization management leveraging best practice guidelines and physician expertise to comparatively review and assess new and existing drugs for safety, efficacy and cost control.	No Additional Fee
POS Safety Messaging	A concurrent drug utilization program designed to assist with preventing drug-related adverse events. Online, real-time drug utilization analysis is performed at the point of prescription dispensing, whether the dispensing occurs at the retail Pharmacy or at the home delivery Pharmacy.	No Additional Fee
Utilization Management	Represents a wide variety of rules-driven programs such as prior authorization, quantity limits, and step therapy to manage trends in patient drug utilization and client drug spend. • Prior Authorization -Monitors the dispensing of high-cost medications and those with the potential for misuse by requiring special approval (authorization) for certain drugs. • Step Therapy - Manages drug costs by ensuring that patients try first-line (first step), clinically effective, lower-cost medications before they "step up" to a higher-cost medication. • Quantity Management - Sets dispensing limits for certain drugs based on FDA approved dosing guidelines.	No Additional Fee
Drug Coverage Determinations	Includes initial determinations and reconsideration processes and criteria for benefit design related requests, plan exclusion reviews (clinical or administrative reviews of non-Covered Drugs), copay reviews, plan limit reviews (e.g. age, gender, days' supply limits), administrative reviews, clinical benefit reviews and direct claim reject reviews. The initial determinations and reconsideration processes are in addition to and occur before the Grievance Procedure. Members may submit Grievances in accordance with the Grievance Procedure outlined in their EOC.	No Additional Fee
Integrated Benefit Management	Integrated solution that provides real-time shared deductible and out-of-pocket accumulations between the medical and pharmacy benefit.	No Additional Fee
Specialty Pharmacy	Program encourages the adherence to safe and effective use of specialty drugs according to prescribed regimens. The program achieves savings by establishing benefits for specialty prescriptions, limiting distribution to preferred vendors, establishing prior authorization criteria to assure appropriate utilization, and renegotiating of drug prices annually.	No Additional Fee

RxSafety	Program provides enhanced fraud, waste and abuse monitoring solution focused on combating the misuse and unintentional overuse of medications in Tennessee and nationally. This program protects Members by coupling the safety components of BlueCross' medical, behavioral and pharmacy programs by combining strategies into a holistic solution.	No Additional Fee
High Cost Claimant Review	An integrated management program targeting cost stratification and focused interventions for high dollar pharmacy claimants as part of a comprehensive Member population health solution.	No Additional Fee
Retail Vaccine Program	This preventive services program broadens the reach of flu and other vaccines while reducing costs by providing a convenient and less expensive alternative through the Retail 30 Network.	No Additional Fee
Drug Savings Review	Program to communicate with providers to suggest missing or alternate drug therapies for members taking certain medications. This program consists of algorithmic and clinician reviews that examine members' diagnoses and drug dosages, and when appropriate, recommends changes in therapy. When the algorithm identifies a potentially harmful prescription, specialty trained pharmacists notify the prescribing physician and vending pharmacist before the drug is dispensed.	No Additional Fee
Core Medication Management	Program for members with chronic conditions to ensure they are taking medications properly by addressing potential adherence issues and closing gaps in care. This program analyzes pharmacy claims data and notifies members and providers with refill and late to fill notifications per member's preferred method of communication.	No Additional Fee

- 2.1 Participating Pharmacies. The amount paid to the Participating Pharmacy for Prescription Drug Claims shall equal the amount charged to Employer. Subject to applicable law, BlueCross may communicate with Members regarding benefit design, cost savings, availability and use of the selected networks, as well as provide supporting services.

A list of Participating Pharmacies is available to Members on-line. BlueCross does not direct or exercise any control over the professional judgment exercised by any pharmacist providing pharmaceutical related services.

- 2.2 Any reports requested upon termination will incur an *ad hoc* fee. BlueCross shall not be obligated to release such report until the fee has been paid. Employer has selected BlueCross to provide pharmacy benefit management services with respect to Employer's Plan.

EXHIBIT Q TO THE ADMINISTRATIVE SERVICES AGREEMENT**BUSINESS ASSOCIATE AGREEMENT****BETWEEN****BLUECROSS BLUESHIELD OF TENNESSEE, INC.****AND****CITY OF COLUMBIA**

This Business Associate Agreement ("BAA") is effective upon execution and amends and is made part of the Administrative Services Agreement ("ASA") by and between BlueCross BlueShield of Tennessee ("BlueCross"), City of Columbia, (Employer) assigned Employer Group Number 108895, and the Group Health Plan ("GHP").

The Agreement ("ASA") is modified to incorporate the terms of this HIPAA Agreement to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as modified by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and the implementing regulations (the "HIPAA Rules") that are applicable to BlueCross, along with any guidance and/or regulations issued by DHHS. BlueCross and GHP agree to incorporate into this HIPAA Agreement any regulations issued with respect to the HITECH Act that relate to the obligations of BlueCross. BlueCross recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Privacy of Protected Health Information.

- a) **Permitted Uses and Disclosures.** BlueCross is permitted to use and disclose Protected Health Information that it creates or receives on GHP's behalf or receives from GHP (or another business associate of GHP) and to request Protected Health Information on GHP's behalf (collectively, "GHP's Protected Health Information") only as follows:

- i) **Functions and Activities on GHP's Behalf.** BlueCross will be permitted to use and disclose GHP's PHI to perform functions, activities, services, and operations on behalf of GHP, consistent with the Privacy Rule and the HITECH Act as specified in the ASA, including but not limited to: (a) management, operation, and administration of the GHP offered to Members; and (b) services set forth in the ASA, which include payment activities, Health Care Operations, and Data Aggregation.
- ii) **BlueCross's Operations.** For BlueCross's proper management and administration or to carry out BlueCross's legal responsibilities, provided that, with respect to disclosure of GHP's Protected Health Information, either:

- A) The disclosure is Required by Law; or

- B) BlueCross obtains reasonable assurance from any person or entity to which BlueCross will disclose GHP's Protected Health Information that the person or entity will:
 - 1) Hold GHP's Protected Health Information in confidence and use or further disclose GHP's Protected Health Information only for the purpose for which BlueCross disclosed GHP's Protected Health Information to the person or entity or as Required by Law; and
 - 2) Promptly notify BlueCross (who will in turn notify GHP in accordance with Section 4(a) of this HIPAA Agreement) of any instance of which the person or entity becomes aware in which the confidentiality of GHP's Protected Health Information was breached.
 - C) BlueCross also may use GHP's Protected Health Information to provide Data Aggregation Services. BlueCross may de-identify GHP's PHI it obtains or creates in the course of providing services to Employer.
- b) **Minimum Necessary and Limited Data Set.** BlueCross's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, BlueCross will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of GHP's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that BlueCross will not be obligated to comply with this minimum necessary limitation with respect to:
- i) Disclosure to or request by a health care provider for Treatment;
 - ii) Use for or disclosure to an individual who is the subject of GHP's Protected Health Information, or that individual's personal representative;
 - iii) Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of GHP's Protected Health Information to be used or disclosed, or by that individual's personal representative;
 - iv) Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section 5(a) of this HIPAA Agreement;
 - v) Use or disclosure that is Required by Law; or
 - vi) Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).
- c) **Prohibition on Unauthorized Use or Disclosure.** BlueCross will neither use nor disclose GHP's Protected Health Information, except as permitted or required by the ASA and this HIPAA Agreement or in writing by GHP or as Required by Law. This HIPAA Agreement does not authorize BlueCross to use or disclose GHP's Protected Health Information in a manner that will violate the 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule") if done by GHP, except as set forth in Section 1(a)(ii) of this HIPAA Agreement.

- d) **Information Safeguards.**
- i) **Privacy of GHP's Protected Health Information.** BlueCross will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of GHP's Protected Health Information. The safeguards must reasonably protect GHP's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E and this HIPAA Agreement, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this HIPAA Agreement.
 - ii) **Security of GHP's Electronic Protected Health Information.** BlueCross will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that BlueCross creates, receives, maintains, or transmits on GHP's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C and as required by the HITECH Act. BlueCross also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required by the HITECH Act.
- e) **Subcontractors and Agents.** BlueCross will require any of its subcontractors and agents, to which BlueCross is permitted by the ASA and this HIPAA Agreement or in writing by GHP to disclose GHP's Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to GHP's Protected Health Information that are applicable to BlueCross under this HIPAA Agreement.
2. **Compliance with Transaction Standards.** If BlueCross conducts in whole or part electronic Transactions on behalf of GHP for which DHHS has established Standards, BlueCross will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. BlueCross will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of GHP that:
- a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 - b) Adds any data element or segment to the maximum defined data set;
 - c) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
 - d) Changes the meaning or intent of the Standard Transaction's implementation specification.
3. **Individual Rights.**
- a) **Access.** BlueCross will, within 30 days following GHP's request, make available to GHP or, at GHP's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of GHP's Protected Health Information about the individual that is in BlueCross's custody or control, consistent with the requirements of 45 CFR § 164.524 so that GHP may meet its access obligations under 45 C.F.R. § 164.524 and, where applicable, the HITECH Act.

BlueCross shall make such information available in an electronic format where directed by GHP.

- b) **Amendment.** BlueCross will, upon receipt of written notice from GHP, promptly amend or permit GHP access to amend any portion of GHP's Protected Health Information, so that GHP may meet its amendment obligations under 45 C.F.R. § 164.526.
- c) **Disclosure Accounting.** So that GHP may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
 - i) **Disclosures Subject to Accounting.** BlueCross will record the information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of GHP's Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that BlueCross makes to GHP or to a third party.
 - ii) **Disclosures Not Subject to Accounting.** BlueCross will not be obligated to record Disclosure Information or otherwise account for the following disclosures of GHP's Protected Health Information:
 - A) That occurred before April 14, 2003;
 - B) For Treatment, Payment or Health Care Operations activities;
 - C) To an individual who is the subject of GHP's Protected Health Information disclosed, or to that individual's personal representative;
 - D) Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of GHP's Protected Health Information disclosed, or by that individual's personal representative;
 - E) For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of GHP's Protected Health Information disclosed and for disaster relief;
 - F) To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
 - G) For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
 - H) In a Limited Data Set;
 - I) Incident to a use or disclosure that BlueCross is otherwise permitted to make by the ASA and this HIPAA Agreement; and
 - J) Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.
 - iii) **Disclosure Information.** With respect to any disclosure by BlueCross of GHP's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, BlueCross will record the following Disclosure Information as applicable to the type of accountable disclosure made:

- A) **Disclosure Information Generally.** Except for repetitive disclosures of GHP's Protected Health Information as specified in Section 3(c)(iii)(B) below and for disclosures for large Research studies as specified in Section 3(c)(iii)(C) below, the Disclosure Information that BlueCross must record for each accountable disclosure are the requirements set forth in the HIPAA Privacy Rule, including, but not limited to: (i) the disclosure date, (ii) the name and (if known) address of the entity to which BlueCross made the disclosure, (iii) a brief description of GHP's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure. BlueCross further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.
- B) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of GHP's Protected Health Information that BlueCross makes for a single purpose to the same person or entity (including GHP), the Disclosure Information that BlueCross must record is either the Disclosure Information specified in Section 3(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.
- C) **Disclosure Information for Large Research Activities.** For disclosures of GHP's Protected Health Information that BlueCross makes for particular Research involving 50 or more individuals and for which an Institutional Review Board or Privacy Board has waived authorization during the period covered by an individual's disclosure accounting request, the Disclosure Information that BlueCross must record is (i) the name of the Research protocol or activity, (ii) a plain language description of the Research protocol or activity, including its purpose and criteria for selecting particular records, (iii) a brief description of the type of GHP's Protected Health Information disclosed for the Research, (iv) the dates or periods during which BlueCross made or may have made these disclosures, including the date of the last disclosure that BlueCross made during the period covered by an individual's disclosure accounting request, (v) the name, address, and telephone number of the Research sponsor and of the researcher to whom BlueCross made these disclosures, and (vi) a statement that GHP's Protected Health Information relating to an individual requesting the disclosure accounting may or may not have been disclosed for a particular Research protocol or activity. BlueCross will, upon request of GHP or an individual requesting the disclosure accounting, assist GHP or the individual to contact the Research sponsor and the researcher if it is reasonably likely that GHP's Protected Health Information relating to the individual was disclosed for the particular Research protocol or activity.

- iv) **Availability of Disclosure Information.** Unless otherwise provided by applicable laws, BlueCross will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to GHP within 60 days following GHP's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

- d) **Restriction Agreements and Confidential Communications.** BlueCross will comply with any agreement that GHP makes that either (i) restricts use or disclosure of GHP's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about GHP's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that GHP notifies BlueCross in writing of the restriction or confidential communication obligations that BlueCross must follow. GHP will promptly notify BlueCross in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct BlueCross whether any of GHP's Protected Health Information will remain subject to the terms of the restriction agreement.

4. Privacy Obligation Breach and Security Incidents.

a) **Reporting.**

- i) **Privacy Breach.** BlueCross will report to GHP any use or disclosure of GHP's Protected Health Information not permitted by the ASA and this HIPAA Agreement or in writing by GHP. In addition, BlueCross will report, following discovery and without unreasonable delay, but in no event later than ten (10) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the Breach Notification Regulation. BlueCross shall cooperate with GHP in investigating the Breach and in meeting the GHP's obligations under the Breach Notification Regulation and any other security breach notification laws.
- ii) Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by BlueCross to have been, accessed, acquired, or disclosed during such Breach. BlueCross will make the report to GHP's Privacy Division not more than twenty (20) business days after BlueCross's notice pursuant to subsection (i). BlueCross's will report the following as information is available:
 - A) Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;
 - B) Identify GHP's Protected Health Information accessed, used or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.); and
 - C) Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure.

- iii) **Security Incidents.** BlueCross will report to GHP any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of GHP's Electronic Protected Health Information or (B) interference with BlueCross's system operations in BlueCross's information systems, of which BlueCross becomes aware. BlueCross will make this report upon GHP's request, except if any such security incident resulted in a disclosure of GHP's Protected Health Information not permitted by this HIPAA Agreement, BlueCross will make the report in accordance with Section 4(a)(i) above.

- b) **Termination of Agreement.**

- i) **Right to Terminate for Breach.** GHP may terminate ASA if it determines, in its sole discretion, that BlueCross has breached any provision of this HIPAA Agreement and upon written notice to BlueCross of the breach, BlueCross fails to cure the breach within 30 days after receipt of the notice. GHP may exercise this right to terminate Agreement by providing BlueCross written notice of termination, stating the failure to cure the breach of the HIPAA Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in GHP's notice of termination. If for any reason GHP determines that BlueCross has breached the terms of this HIPAA Agreement and such breach has not been cured, but GHP determines that termination of the Agreement is not feasible, GHP may report such breach to the U.S. Department of Health and Human Services.
- ii) BlueCross may terminate Agreement if it determines, after reasonable consultation with GHP, that GHP has breached any material provision of this HIPAA Agreement and upon written notice to GHP of the breach, GHP fails to cure the breach within 30 days after receipt of the notice. BlueCross may exercise this right to terminate Agreement by providing GHP written notice of termination, stating the failure to cure the breach of the HIPAA Agreement that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If BlueCross reasonably determines that GHP has breached the terms of this HIPAA Agreement and such breach has not been cured, but BlueCross and GHP mutually determine that termination of the Agreement is not feasible, BlueCross may report such breach to the U.S. Department of Health and Human Services.

- iii) **Obligations on Termination.**

- A) **Return or Destruction of GHP's Protected Health Information as Feasible.** Upon termination or other conclusion of Agreement, BlueCross will, if feasible, return to GHP or destroy all of GHP's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of GHP's Protected Health Information. BlueCross will require any subcontractor or agent, to which BlueCross has disclosed GHP's Protected Health Information as permitted by Section 1(e) of this HIPAA Agreement, to if feasible return to BlueCross (so that BlueCross may return it to GHP) or destroy all

of GHP's Protected Health Information in whatever form or medium received from BlueCross, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of GHP's Protected Health Information, and certify on oath to BlueCross that all such information has been returned or destroyed. BlueCross will complete these obligations as promptly as possible, but not later than 60 days following the effective date of the termination or other conclusion of Agreement.

- B) **Procedure When Return or Destruction Is Not Feasible.** BlueCross will identify any of GHP's Protected Health Information, including any that BlueCross has disclosed to subcontractors or agents as permitted by Section 1(e) of this HIPAA Agreement, that cannot feasibly be returned to GHP or destroyed and explain why return or destruction is infeasible. Where GHP agrees that such return or destruction is infeasible, BlueCross will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. If GHP does not agree, subparagraph A above shall apply. BlueCross will require such subcontractor or agent to limit its further use or disclosure of GHP's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. BlueCross will complete these obligations as promptly as possible, but not later than 60 days following the effective date of the termination or other conclusion of Agreement.
 - C) **Continuing Privacy and Security Obligation.** BlueCross's obligation to protect the privacy and safeguard the security of GHP's Protected Health Information as specified in this HIPAA Agreement will be continuous and survive termination or other conclusion of Agreement and this HIPAA Agreement.
 - D) **Other Obligations and Rights.** BlueCross's other obligations and rights and GHP's obligations and rights upon termination or other conclusion of Agreement will be those set out in the ASA.
- c) **Indemnity.** BlueCross will indemnify and hold harmless GHP and any GHP affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of GHP's Protected Health Information or other breach of this HIPAA Agreement by BlueCross or any subcontractor or agent under BlueCross's control.
- i) **Right to Tender or Undertake Defense.** If GHP is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of GHP's Protected Health Information or other breach of this HIPAA Agreement by BlueCross or any subcontractor or agent under BlueCross's control, GHP will have the option at any time either (A) to tender its defense to BlueCross, in which case BlueCross will provide qualified attorneys, consultants, and other appropriate professionals to represent GHP's interests at BlueCross's

expense, or (B) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case BlueCross will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

- ii) **Right to Control Resolution.** GHP will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that GHP may have tendered its defense to BlueCross. Any such resolution will not relieve BlueCross of its obligation to indemnify GHP under this Section 4(c).

5. General Provisions.

- a) **Inspection of Internal Practices, Books, and Records.** BlueCross will make its internal practices, books, and records relating to its use and disclosure of GHP's Protected Health Information available to GHP and to DHHS to determine GHP's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.
- b) **Definitions.** The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this HIPAA Agreement, GHP's Protected Health Information encompasses GHP's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.
- c) **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects BlueCross's use or disclosure of GHP's Protected Health Information or Standard Transactions, the Agreement and this HIPAA Agreement will automatically amend such that the obligations imposed on BlueCross remain in compliance with the final regulation or amendment to final regulation.
- d) **Other Acceptable Forms of this HIPAA Agreement.** The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, or an electronic version.
- e) **Communications.** Member requests or other communications or notices required or contemplated by this HIPAA Agreement shall be in writing and shall be delivered by hand, by overnight courier service, or by first class mail, postage prepaid, addressed to the appropriate party at the address below, or to such other party or address as may be hereafter specified by written notice:

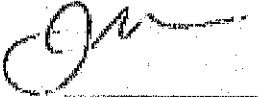
BlueCross BlueShield of Tennessee, Inc.
Privacy Office 1.4
1 Cameron Hill Circle

Chattanooga, TN 37402
Telephone: 888-455-3824

Member requests or other communications or notices shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; or as of three (3) business days after the date of mailing.

6. Conflicts. The terms and conditions of this HIPAA Agreement will override and control any conflicting term or condition of the ASA. All nonconflicting terms and conditions of the ASA remain in full force and effect.

IN WITNESS WHEREOF, GHP and BlueCross execute this HIPAA Agreement in multiple originals to be effective on the last date written below.

BlueCross BlueShield of Tennessee, Inc.	City of Columbia
By: 	By: 
Printed Name: John Maki	Printed Name: Dean Dickey
Its: Vice President, Sales and Client Management	Its: Mayor
Date: July 18, 2014	Date:

*Attest: Sue Gell
Asst City Recorder*
Legal Form Approved:

*Tim Tisher
City Attorney*

EXHIBIT R TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT S TO THE ADMINISTRATIVE SERVICES AGREEMENT**AUDITS AND RECORDS ACCESS****1. Audit of BlueCross.**

1.1. Audits Generally. During the term of this Agreement, Employer may audit BlueCross, at Employer's own expense, in accordance with the following requirements:

- 1.1.1. Employer shall provide a written audit request to BlueCross at least 45 days in advance of the requested audit date. Such request shall include the requested audit date, the requested auditor, the manner of compensation for the auditor, and information about the nature, purpose, scope and objectives of the audit.
- 1.1.2. Employer and BlueCross will agree on an independent, third party auditor to conduct the audit ("Auditor").
- 1.1.3. The audit shall be conducted in accordance with the terms of BlueCross's standard audit agreement and this Agreement. The audit agreement shall be finalized and executed by BlueCross, the Auditor, and Employer prior to the commencement of the audit.
- 1.1.4. The audit shall be limited in scope to claims paid within the 12 months prior to the date the Audit Agreement is executed by the final signatory ("Audit Time Period").
- 1.1.5. Employer agrees that its audit rights are limited to BlueCross and do not extend to BlueCross's vendors or subcontractors. Any BlueCross audit shall be performed based on the information in BlueCross's records.
- 1.1.6. With respect to any audit, claims adjustments will be based on actual claims reviewed and not upon sampling, statistical projections or extrapolations.
- 1.1.7. The Parties agree that claims adjudicated following BlueCross's claims processing guidelines shall be deemed to have been properly adjudicated, including, but not limited to, the claims processed through the BlueCard program.
- 1.1.8. BlueCross shall be required to supply only such information which is in its possession and which is reasonably necessary for Employer to administer the Plan or for the auditor to perform its duties provided in the mutually agreed upon agreement, provided that such disclosure is not prohibited by any third party contracts to which BlueCross is a signatory or any requirements of the law. Employer hereby represents that, to the extent any disclosed information contains personally identifiable or health information about a Member, the Member has

authorized disclosure to Employer or Employer otherwise has the legal authority to have access to such information.

- 1.1.9. Employer shall not hire a third party to conduct a contingent fee audit, where the third party's compensation, in whole or in part, is based on a percentage of errors (or savings, or uncovered recoveries, etc.), which may be found by the third party in its audit. BlueCross may request, and Employer will provide, the proposal for compensation of any requested auditor.

1.2. Medical Claims Audits.

- 1.2.1. While this Agreement is in effect, Employer may perform one medical claims audit during each calendar year.
- 1.2.2. After the termination of this Agreement by either Party and any applicable run-out period, Employer may perform one medical claims audit during the 15 months after the effective date of termination.
- 1.2.2. After the termination of this Agreement by either Party and any applicable run-out period, Employer may perform one medical claims audit during the 15 months after the effective date of termination. With respect to medical claims audits, medical claims include claims for Provider Administered Specialty Pharmacy Products when BlueCross has agreed to administer those claims.
- 1.2.3. The only claims subject to audit are those claims paid during the Audit Time Period. Any claims paid prior to the Audit Time Period shall not be subject to audit.
- 1.2.4. For each Audit Time Period, no more than 250 claims shall be selected for review.
- 1.2.5. Claims audits will be conducted using the Benefit Plan approved by and in the possession of BlueCross and that was in effect at the time the claims being audited were adjudicated. Submitting the Benefit Plan to BlueCross later than six (6) months after the start of the applicable Benefit Period will cause Employer to lose its right to audit that Benefit Period.

1.3. Pharmacy Claims Audits.

- 1.3.1. While this Agreement is in effect, Employer may perform one pharmacy claims audit during each calendar year.
- 1.3.2. After the termination of this Agreement by either Party and any applicable run-out period, Employer may perform one pharmacy claims audit during the 15 months after the effective date of termination.

- 1.3.3. The only claims subject to audit are those claims paid during the Audit Time Period. Any claims paid prior to the Audit Time Period shall not be subject to audit.
- 1.3.4. For each Audit Time Period, no more than 250 claims shall be selected for review.
- 1.3.5. Claims audits will be conducted using the Benefit Plan approved by and in the possession of BlueCross and that was in effect at the time the claims being audited were adjudicated. Submitting the Benefit Plan to BlueCross later than six (6) months after the start of the applicable Benefit Period will cause Employer to lose its right to audit that Benefit Period.

1.4. Clinical Process Audits.

- 1.4.1. In lieu of an audit identified above, Employer may perform one clinical process audit during each calendar year that this Agreement is in effect.
- 1.4.2. Employer shall have no right to conduct a clinical process audit upon termination of this Agreement.
- 1.4.3. The only processes subject to audit are those processes that were performed by BlueCross during the Audit Time Period. Any process performed by BlueCross prior to the Audit Time Period shall not be subject to audit.
- 1.4.4. With respect to a clinical process audit, the audit, scope and methodology will be consistent with generally acceptable auditing standards.
- 1.4.5. For each Audit Time Period, no more than 25, randomly selected case files shall be reviewed as part of a clinical process audit.

2. Reports. BlueCross will provide to Employer reports as specified in Exhibit B.

3. Books and Records. BlueCross shall maintain books and records directly related to its payment of claims on behalf of Employer pursuant to this Agreement, in accordance with its customary business practices. Upon execution of an applicable agreement relating to use and confidentiality, BlueCross shall make such books and records available for inspection by authorized representatives of Employer at BlueCross's home office, during normal business hours, upon reasonable advance written request, at Employer's expense, during the term of this Agreement and for 6 years from the date of the Final Settlement. The required agreement shall be determined by BlueCross based on the intended use of the information.

EXHIBIT T TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT U TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT V TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED

EXHIBIT W TO THE ADMINISTRATIVE SERVICES AGREEMENT**SHARED SAVINGS**

BlueCross will perform recovery services in the identified areas and, as compensation for these services, BlueCross will retain a percentage of any recovery ("Shared Savings") as identified below. Shared Savings will be taken in accordance with BlueCross's administrative processes. Shared Savings will be reconciled via reporting updated on a weekly basis.

1. **Legal Recoveries.** BlueCross may represent the interest of Employer in any litigation against a third party where the claims are related to subrogation or overpayments for pharmaceutical products, medical devices, durable medical equipment/supplies, and/or other such claims resulting in causes of action described below. This representation grants BlueCross the ability to identify, pursue, negotiate settlements of, and/or recover direct legal or equitable claims related to the services performed pursuant to this Agreement. Employer grants to BlueCross the specific authority and discretion to opt Employer in or out of any class or direct settlement in which both BlueCross and/or Employer may be considered class members or settling parties, and the authority to pursue any recoveries for claims paid as a result of fraud, abuse or other inappropriate action by a third party. These claims include, but are not limited to, all legal claims Employer can assert whether based on common law or statute, such as RICO, antitrust, deceptive trade practices, consumer fraud, insurance fraud, unjust enrichment, breach of fiduciary duty, breach of contract, breach of covenant of good faith and fair dealing, torts (including fraud, negligence and product liability), breach of warranty, medical monitoring, false claims and kickbacks. If BlueCross obtains a recovery from any of these efforts, BlueCross will reimburse Employer's pro rata share of the recovery. This share is calculated from the Employer's claims history of Covered Members at the time of such recovery, less the Employer's pro rata share of the costs, if any, fees paid to outside counsel and any other costs incurred in obtaining a recovery. BlueCross will not charge the Employer for any costs if BlueCross does not obtain a recovery that exceeds those costs. The authority granted herein survives the termination of this Agreement.

- 1.1. **Subrogation Recoveries.**

- 1.1.1. BlueCross will enforce Employer's subrogation rights. For all subrogation recoveries received on or after July 1, 2020, BlueCross will retain a fee of 15% of the gross subrogation recovery. Employer is responsible for payment of: (a) any outside attorneys' fees incurred in enforcing Employer's subrogation rights; and (b) any other expenses arising in connection with litigation to enforce its subrogation interest, including, but not limited to, court costs and discovery expenses.

- 1.1.2. For any recoveries received before the Process Conclusion Date, BlueCross will deduct its fee, and any expenses associated with the litigation. The remaining amount is the net recovery, and the amount that Employer will receive as a credit.

- 1.2. **Mass Tort Recoveries.**

1.2.1. BlueCross will perform mass tort recoveries on behalf of Employer. BlueCross will retain a fee of 15% of all mass tort recoveries received on or after July 1, 2020.

1.2.2. For any recoveries received before the Process Conclusion Date, BlueCross will deduct its fee, the attorneys' fee (if any) and any other litigation expenses from each recovery amount received. This net recovery is the amount that Employer will receive as a credit.

1.3. Class Action Recoveries.

1.3.1. BlueCross will perform class action recoveries on behalf of Employer. BlueCross will retain a fee of 15% of all class action recoveries received on or after July 1, 2020.

1.3.2. For any recoveries received before the Process Conclusion Date, BlueCross will deduct its fee, the attorneys' fee (if any) and any other litigation expenses from each recovery amount received. This net recovery is the amount that Employer will receive as a credit.

2. Audit Services. BlueCross will conduct audits in varying manners and forms, including but not limited to, pre-payment claims audits, post-payment claims audits, eligibility overpayment audits, and provider audits. BlueCross, in its sole discretion, will determine when and how to conduct such activities and nothing in this Agreement shall limit BlueCross's right or authority to conduct such activities. When BlueCross identifies an overpayment or prevents an overpayment from occurring as a result of these activities, BlueCross will retain 15% of any such overpayment recoveries or overpayment prevention savings. Savings are determined at the time of the initial audit finding. For audit services performed before the Process Conclusion Date, BlueCross will credit Employer for any savings, less the BlueCross retention amount, as appropriate.

3. Enhanced Payment Integrity Services. BlueCross, or its delegate, may conduct pre-payment and post payment enhanced claim integrity reviews. BlueCross, or its delegate, will determine whether and in what manner to conduct such activities, and notwithstanding any provision of this Agreement to the contrary, Employer authorizes BlueCross to conduct such activities. When the enhanced claim integrity review identifies an overpayment or prevents an overpayment from occurring, BlueCross will retain 39% of any such recoveries or prevention savings. Savings are determined at the time of the initial audit finding.

4. Coordination of Benefit Services. BlueCross will conduct coordination of benefits activities. BlueCross, in its sole discretion, will determine when and how to conduct such activities and nothing in this Agreement shall limit BlueCross's right or authority to conduct such activities. When BlueCross identifies an overpayment or prevents an overpayment from occurring as a result of these activities, BlueCross will retain 15% of any such overpayment recoveries or overpayment prevention savings. Savings are determined at the time of the initial finding. For coordination of benefit services performed before the

Process Conclusion Date, BlueCross will credit Employer for any savings, less the BlueCross retention amount, as appropriate.

4. Provider Administered Specialty Pharmacy Product Rebates. BlueCross may receive rebates and other consideration related to claims for Provider Administered Specialty Pharmacy Products ("Provider Administered Specialty Pharmacy Product Rebates"). BlueCross retains 100% of Provider Administered Specialty Product Rebates. Contractual obligations to BlueCross that require payment of a penalty or other amount to BlueCross if contractual obligations are not met are specifically excluded from the definition of Provider Administered Specialty Pharmacy Product Rebates and shall be retained by BlueCross.
5. Pharmacy Rebates.
 - 5.1. For Pharmacy Rebates based on service dates occurring on or after January 1, 2017, Employer will receive 100% of Pharmacy Rebates (as defined in Pharmacy Services Exhibit).

EXHIBIT X TO THE ADMINISTRATIVE SERVICES AGREEMENT

RESERVED



Evidence of Coverage

Dental benefit plan

City of Columbia - 2023



Nondiscrimination Notice

BlueCross BlueShield of Tennessee (BlueCross) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. BlueCross does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

BlueCross:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as: (1) qualified interpreters and (2) written information in other formats, such as large print, audio and accessible electronic formats.
- Provides free language services to people whose primary language is not English, such as: (1) qualified interpreters and (2) written information in other languages.

If you need these services, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711).

If you believe that BlueCross has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance ("Nondiscrimination Grievance"). For help with preparing and submitting your Nondiscrimination Grievance, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711). They can provide you with the appropriate form to use in submitting a Nondiscrimination Grievance. You can file a Nondiscrimination Grievance in person or by mail, fax or email. Address your Nondiscrimination Grievance to: Nondiscrimination Compliance Coordinator; c/o Manager, Operations, Member Benefits Administration; 1 Cameron Hill Circle, Suite 0019, Chattanooga, TN 37402-0019; (423) 591-9208 (fax); Nondiscrimination_OfficeGM@bcbst.com (email).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

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Group Number: 108895

Annual Benefit Period: July 1, 2023, to June 30, 2024

Benefits for Covered Services received from a Network Dentist will be paid according to Attachment C: Schedule of Benefits.

Benefits for Covered Services received from an Out-of-Network Dentist will be reduced.

Benefits are subject to exclusions, limitations, Coinsurance, and Deductible, if any.

INTRODUCTION

This Dental Evidence of Coverage (“Dental EOC”) was created for the Employer (listed on the cover of this Dental EOC) as part of its employee welfare benefit plan (the “Plan.”) References in this Dental EOC to “administrator,” “We,” “Us,” “Our,” or “BlueCross” mean BlueCross BlueShield of Tennessee, Inc. The Employer has entered into an Administrative Services Agreement (Agreement) with BlueCross for it to administer the claims Payments under the terms of the Dental EOC, and to provide other services. BlueCross does not assume any financial risk or obligation with respect to Plan claims. BlueCross is not the Plan Sponsor, the Plan Administrator or the Plan Fiduciary, as those terms are defined in ERISA. The Employer is the Plan Fiduciary, the Plan Sponsor and the Plan Administrator. These ERISA terms are used in this EOC to clarify their meaning, even though the Plan is not subject to ERISA. Other federal laws may also affect Your Coverage. To the extent applicable, the Plan complies with federal requirements.

This Dental EOC describes the terms and conditions of Your Coverage through the Plan. It replaces and supersedes any Certificate or other description of benefits You have previously received from the Plan.

PLEASE READ THIS DENTAL EOC CAREFULLY. IT DESCRIBES THE RIGHTS AND DUTIES OF MEMBERS. IT IS IMPORTANT TO READ THE ENTIRE DENTAL EOC. CERTAIN SERVICES ARE NOT COVERED BY THE PLAN. OTHER COVERED SERVICES ARE LIMITED. THE PLAN WILL NOT PAY FOR ANY SERVICE NOT SPECIFICALLY LISTED AS A COVERED SERVICE, EVEN IF A DENTAL CARE PROVIDER RECOMMENDS OR ORDERS THAT NON-COVERED SERVICE. (SEE ATTACHMENTS A-D.)

Employer has delegated discretionary authority to make any benefit or eligibility determinations to the administrator; the Employer also has the authority to make any final Plan determination. The Employer, as the Plan Administrator, and BlueCross also have the authority to construe the terms of Your Coverage. The Plan and BlueCross shall be deemed to have properly exercised that authority unless it abuses its discretion when making such determinations, whether or not the Employer’s benefit plan is subject to ERISA. The Employer retains the authority to determine whether You or Your dependents are eligible for Coverage.

ANY GRIEVANCE RELATED TO YOUR COVERAGE UNDER THIS DENTAL EOC SHALL BE RESOLVED IN ACCORDANCE WITH THE “GRIEVANCE PROCEDURE” SECTION OF THIS DENTAL EOC.

In order to make it easier to read and understand this Dental EOC, defined words are capitalized. Those words are defined in the “DEFINITIONS” section of this Dental EOC.

Please contact one of the administrator’s consumer advisors, at the number listed on the Subscriber’s membership ID card, if You have any questions when reading this Dental EOC. The consumer advisors are also available to discuss any other matters related to Your Coverage from the Plan.

BENEFIT ADMINISTRATION ERROR

If the administrator makes an error in administering the benefits under this Dental EOC, the Plan may provide additional benefits or recover any overpayments from any person, insurance company, or plan. No such error may be used to demand more benefits than those otherwise due under this Dental EOC.

INDEPENDENT LICENSEE OF THE BLUECROSS BLUESHIELD ASSOCIATION

BlueCross is an independent corporation operating under a license from the BlueCross BlueShield Association (the “Association.”) That license permits BlueCross to use the Association’s service marks within its assigned geographical location. BlueCross is not a joint venturer, agent or representative of the Association nor any other independent licensee of the Association.

NOTIFICATION OF CHANGE IN STATUS

Changes in Your status can affect the service under the Plan. To make sure the Plan works correctly, please notify the customer service department at the number listed on the Subscriber's membership ID card when a Member changes:

- Name;
- Address;
- Telephone number;
- Employment; or
- Status of any other dental or health coverage the Member has.

Subscribers must notify the Plan of any eligibility or status changes for themselves or Covered Dependents, including:

- The marriage or death of a family member;
- Divorce;
- Adoption; or
- Termination of employment.

HOW THE DENTAL PROGRAM WORKS

Preferred Dental Care Coverage is designed to promote cost-effective care and provide a simple method for filing claims. Two important features include the network of participating Dentists (Network Dentists) and the Predetermination of Benefits program.

NETWORK DENTISTS

To reduce Your out-of-pocket expense, You should receive services from a Network Dentist.

When You have dental work performed by a Network Dentist, You simply present Your membership ID card. The Network Dentist will file the necessary paperwork. We will make payment directly to the Network Dentist.

A listing of Network Dentists is provided to Your Employer. There will be additions and deletions from time to time. Be sure to ask Your Dentist to confirm any change in his/her participation. You may also call Our customer service department, or You may check the most current directory information at Our website, www.bcbst.com. Click on Network Directories. You can go to the Dentist of Your choice, regardless of whether he/she is a Network Dentist. However, Your out-of-pocket expense is less when You use a Network Dentist.

PAYMENT FOR AN OUT-OF-NETWORK DENTIST

If You select a Dentist who is not participating in the Preferred Dental Care Plan (an Out-of-Network Dentist,) that Dentist can bill You for any amount not Covered by this Dental EOC.

In addition, if You select an Out-of-Network Dentist, You must file the claim yourself.

You are responsible for the difference between the Billed Charges and the Maximum Allowable Charge for a Covered Service if an Out-of-Network Dentist's Billed Charges are more than the Maximum Allowable Charge for such Services.

PREDETERMINATION OF BENEFITS

The Predetermination of Benefits program allows You and Your Dentist to know exactly what kinds of treatment are Covered.

To obtain a Predetermination of Benefits response, Your Dentist submits a claim form and checks the box "Dentist's Pre-Treatment Estimate" after Your initial examination and before treatment begins. You and Your Dentist are then notified what benefits are available, and what payments, if any, You must make.

ACCEPTED BARRIER TECHNIQUES AND PRECAUTIONS TO PROTECT DENTISTS, THEIR STAFF, AND THE PUBLIC FROM CONTRACTING OR SPREADING DISEASE ARE RECOMMENDED; HOWEVER, NEITHER THE PLAN SPONSOR NOR BLUECROSS BLUESHIELD OF TENNESSEE CAN CONFIRM THE HEALTH STATUS OF ANY DENTIST.

ELIGIBILITY

Any Employee of the Employer and his or her family dependents who meet the eligibility requirements of this Section will be eligible for Coverage if properly enrolled for Coverage, and upon payment of the required Payment for such Coverage. If there is any question about whether a person is eligible for Coverage, the Plan Administrator shall make final eligibility determinations in accordance with the requirements of this EOC.

A. Subscriber

To be eligible to enroll as a Subscriber, an Employee must:

- a. Be a full-time Employee of the Employer, who is Actively at Work; and
- b. Satisfy all eligibility requirements of the Plan; and
- c. Enroll for Coverage by (a) submitting a completed and signed Enrollment Form to the administrator, or (b) submitting a completed Enrollment Form electronically to the administrator or the Plan.

B. Covered Dependents

To be eligible to enroll as a Covered Dependent, a Member must be listed on the Enrollment Form completed by the Subscriber, meet all dependent eligibility criteria established by the Employer, and be:

- a. The Subscriber's current spouse as defined by the Employer; or
- b. The Subscriber's or the Subscriber's spouse's: (1) natural child; (2) legally adopted child (including children placed for the purpose of adoption); (3) step-child(ren); or (4) children for whom the Subscriber or the Subscriber's spouse is the legal guardian; who are less than 26 years old; or
- c. A child of Subscriber or Subscriber's spouse for whom a Qualified Medical Child Support Order has been issued; or
- d. An Incapacitated Child of Subscriber or Subscriber's spouse.

The Plan's determination of eligibility under the terms of this provision shall be conclusive.

The Plan reserves the right to require proof of eligibility including, but not limited to, a certified copy of any Qualified Medical Child Support Order.

C. Waiting Period

The Plan has a Waiting Period. Each Employee must wait until the first of the month following 60 days after he or she starts work before he or she is eligible for Coverage. Department Heads are exempt from this requirement.

D. Coverage for Retirees

A Subscriber who qualifies as a Retiree may still be an eligible Employee under this EOC after leaving full time employment. A Retiree is a Subscriber who:

- Retires from full time employment with Employer;
- Meet the Employer's retirement plan rules for a normal retirement; and
- Is under age 65 at the time he or she retires.

Retirees may be required to pay a portion of the Payment to the Employer. Dependents of Retirees may continue Coverage after the Retiree ceases to be eligible. Check with the Employer for full details.

ENROLLMENT

Eligible Employees may enroll for Coverage for themselves and their eligible dependents as set forth in this section. No person is eligible to re-enroll, if the Plan previously terminated his or her Coverage for cause.

A. Initial Enrollment Period

Eligible Employees may enroll for Coverage for themselves and their eligible dependents within the first 31 days after becoming eligible for Coverage. The Subscriber must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to the administrator during that initial enrollment period.

B. Open Enrollment Period

Eligible Employees shall be entitled to apply for Coverage for themselves and eligible dependents during the Employer's Open Enrollment Period. The eligible Employee must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to the administrator during that Open Enrollment Period. Employees who become eligible for Coverage other than during an Open Enrollment Period may apply for Coverage for themselves and eligible dependents within 31 days of becoming eligible for Coverage or during a subsequent Open Enrollment Period.

C. Adding Dependents

A Subscriber may add a dependent, who became eligible after the Subscriber enrolled, as follows:

- a. A newborn child of the Subscriber or the Subscriber's spouse is Covered from the moment of birth. A legally adopted child, including children placed with You for the purpose of adoption, will be Covered as of the date of adoption or placement for adoption. Children for whom the Subscriber or the Subscriber's spouse has been appointed legal guardian by a court of competent jurisdiction, will be Covered from the moment the child is placed in the Subscriber's physical custody. The Subscriber must enroll that child within 31 days of the date that the Subscriber acquires the child.

If the Subscriber fails to do so, and an additional Payment is required to cover a newborn or newly acquired child, the Plan will not provide Coverage for that child after 31 days. If no additional Payment is required to provide Coverage to the child, the Subscriber's failure to enroll the child does not make the child ineligible for Coverage.

However, the Plan cannot add the newborn or newly acquired child to the Subscriber's Coverage until notified. This may delay claims processing.

- b. If the legally adopted (or placed) child has coverage of his or her dental expenses from a public or private agency or entity, the Subscriber may not add the child until that coverage ends. Any other new dependent, (e.g., if the Subscriber marries) may be added as a Covered Dependent if the Subscriber completes and submits a signed Enrollment Form to the administrator within 31 days of the date that person first becomes eligible for Coverage.
- c. An Employee or eligible dependent who did not apply for Coverage within 31 days of first becoming eligible for Coverage under this Plan may enroll if:
 - He or she had other coverage at the time Coverage under this Plan was previously offered; and
 - He or she stated, in writing, at that time Coverage under this Plan was previously offered, that such other coverage was the reason for declining Coverage under this Plan; and
 - such other coverage is;
 - (1) COBRA and the COBRA coverage is exhausted; or
 - (2) Non-COBRA and
 - (a) You lose eligibility under the other coverage (other than for a failure to pay premiums); or
 - (b) Employer contributions for the other coverage ended; and
 - He or she applies for Coverage under this Plan and the administrator receives the change form within 31 days after the loss of the other coverage.
- d. If the Employer offers more than one Coverage option, the Subscriber may elect any dental plan option for which the Subscriber is eligible.

D. Late Enrollment

Employees or their dependents who do not enroll when becoming eligible for Coverage under (A), (B) or (C), above may be enrolled:

- a. During a subsequent Open Enrollment Period; or
- b. If the Employee acquires a new dependent, and he or she applies for Coverage within 31 days.

E. Enrollment upon Change in Status

You may be eligible to change Your Coverage other than during the Open Enrollment Period when You have a change in status event. The Employee must request the change within 31 days of the change in status. Any change in the Subscriber's elections must be consistent with the change in status.

To notify the Plan of any changes in Your status or the status of a Covered Dependent, You must submit a change form to the Group representative within 31 days from the date of the event causing that change of status. Such events include, but are not limited to: (1) marriage or divorce; (2) death of the Employee's spouse or dependent; (3) change in dependency status; (4) Medicare eligibility; (5) coverage by another Payor; (6) birth or adoption of a child; (7) termination of employment, or commencement of employment, of the Employee's spouse; (8) switching from part-time to full-time, or from full-time to part-time status by the Employee or the Employee's spouse; (9) the Employee or the Employee's spouse taking an unpaid leave of absence, or returning from unpaid leave of absence; (10) significant change in the dental coverage of the Employee or the Employee's spouse attributable to the spouse's employment.

EFFECTIVE DATE OF COVERAGE

If You are eligible, have enrolled and have paid or had the Payment for Coverage paid on Your behalf, Coverage under this Dental EOC shall become effective on the earliest of the following dates, subject to the Actively at Work Rule set out below:

A. Effective Date of Agreement

Coverage shall be effective on the effective date of the Agreement, if all eligibility requirements are met as of that date; or

B. Enrollment During an Open Enrollment Period

Coverage shall be effective on the first day of the month following the Open Enrollment Period, unless otherwise agreed to by Employer; or

C. Enrollment During an Initial Enrollment Period

Coverage shall be effective on the day of the month indicated on the Employee's Enrollment Form, following the administrator's receipt of the Employee's Enrollment Form; or

D. Newly Eligible Employees

Coverage shall be effective on the date of eligibility as specified in the Agreement; or

E. Newly Eligible Dependents

- a. Dependents acquired as the result of Employee's marriage – Coverage will be effective the first day of the month following the date the administrator receives the completed Enrollment Form, unless otherwise agreed to by Employer and the administrator;
- b. Newborn children of the Employee or the Employee's spouse- Coverage will be effective as of the date of birth;
- c. Dependents adopted or placed for adoption with Employee – Coverage will be effective as of the date of adoption or placement for adoption, whichever is first.

For Coverage to be effective, the dependent must be enrolled, and the administrator must receive any required payment for the Coverage, as set out in the "Enrollment" section; or

F. Actively at Work Rule

If an eligible Employee is not Actively at Work on the date Coverage would otherwise become effective, Coverage for the Employee and all of his or her Covered Dependents will be deferred until the date the Employee is Actively at Work. An Employee who is not at work on the date Coverage would otherwise become effective due to a health-related factor shall be treated as Actively At Work for purposes of determining eligibility.

This is not applicable if the eligible Employee is an eligible Retiree.

TERMINATION OF COVERAGE

A. Termination or Modification of Coverage by BlueCross or the Employer

BlueCross or the Employer may modify or terminate the Agreement. Notice to the Employer of the termination or modification of the Agreement is deemed to be notice to all Members. The Employer is responsible for notifying You of such a termination or modification of Your Coverage.

All Members' Coverage through the Agreement will change or terminate at 12:00 midnight on the date of such modification or termination. The Employer's failure to notify You of the modification or termination of Your Coverage does not continue or extend Your Coverage beyond the date that the Agreement is modified or terminated. You have no vested right to Coverage under this Dental EOC following the date of the termination of the Agreement.

B. Termination of Coverage Due to Loss of Eligibility

Your Coverage will terminate if You do not continue to meet the eligibility requirements agreed to by the Employer and the administrator during the term of the Agreement. Coverage for a Member who has lost his or her eligibility shall automatically terminate at 12:00 midnight on the last day of the month during which that loss of eligibility occurred.

C. Termination or Rescission of Coverage

The Plan may terminate Your Coverage, if:

- a. You fail to make a required Member payment when it is due. (The fact that You have made a Payment contribution to the Employer will not prevent the administrator from terminating Your Coverage if the Employer fails to submit the full Payment for Your Coverage to the administrator when due); or
- b. You fail to cooperate with the Plan or Employer as required; or
- c. You have made a misrepresentation of fact or committed fraud against the Plan. This provision includes, but is not limited to, furnishing incorrect or misleading information or permitting the improper use of the membership ID card.

At its discretion, the Plan may terminate or Rescind Coverage if You have made an intentional misrepresentation of material fact or committed fraud in connection with Coverage. If applicable, the Plan will return all Premiums paid after the termination date less claims paid

after that date. If claims paid after the termination date are more than Premiums paid after that date, the Plan has the right to collect that amount from You or Your terminated dependents to the extent allowed by law. You will be notified thirty (30) days in advance of any Rescission.

D. Right to Request a Hearing

You may appeal the termination of Your Coverage or Rescission of Your Coverage, as explained in the Grievance Procedure section of this Dental EOC. The fact that You have appealed shall not postpone or prevent the Plan from terminating Your Coverage. If Your Coverage is reinstated as part of the Grievance Procedure, You may submit any claims for services rendered after Your Coverage was terminated to the Plan for consideration in accordance with the Claims Procedure section of this Dental EOC.

E. Payment For Services Rendered After Termination of Coverage

If You receive Covered Services after the termination of Your Coverage, the Plan may recover the amount paid for such Services from You, plus any costs of recovering such Charges, including its attorneys' fees.

GENERAL PROVISIONS

CLAIMS AND PAYMENT

When You receive Covered Services, either You or the Dentist must submit a claim form to Us. We will review the claim and let You or the Dentist know if We need more information, before We pay or deny the claim. We follow our internal administration procedures when We adjudicate claims.

A. Claims

Due to federal regulations, there are several terms to describe a claim: pre-service claim; post-service claim; and a claim for Urgent Care.

- a. A pre-service claim is any claim that requires approval of a Covered Service in advance of obtaining medical care as a condition of receipt of a Covered Service, in whole or in part.
- b. A post-service claim is a claim for a Covered Service that is not a pre-service claim – the dental care has already been provided to the Member. Only post-service claims can be billed to the Plan, or You.
- c. Urgent Care is dental care or treatment that, if delayed or denied, could seriously jeopardize: (1) the life or health of the Member; or (2) the Member's ability to regain maximum function. Urgent Care is also dental care or treatment that, if delayed or denied, in the opinion of a physician with knowledge of the Member's dental condition, would subject the Member to severe pain that cannot be adequately managed without the dental care or treatment. A claim for denied Urgent Care is always a pre-service claim.

B. Claims Billing

You should not be billed or charged for Covered Services rendered by Network Dentists, except for required Member payments. The Network Dentist will submit the claim directly to Us.

You may be charged or billed by an Out-of-Network Dentist for Covered Services rendered by that Dentist. If You use an Out-of-Network Dentist, You may be responsible for the difference between Billed Charges and the Maximum Allowable Charge for a Covered Service.

- a. If You are charged, or receive a bill, You must submit a claim to Us.
- b. To be reimbursed, You must submit the claim within 1 year and 90 days from the date a

Covered Service was received. If You do not submit a claim, within the 1 year and 90 day time period, it will not be paid.

- c. If it is not reasonably possible to submit the claim within the 1 year and 90 day time period, the claim will not be invalidated or reduced. We may require verification of the reason for such delay.

You may request a claim form from Our customer service department. We will send You a claim form within 15 days. You must submit proof of payment acceptable to Us with the claim form. We may also request additional information or documentation if it is reasonably necessary to make a Coverage decision concerning a claim.

A Network Dentist or an Out-of-Network Dentist may refuse to render, or reduce or terminate a service that has been rendered, or require You to pay for what You believe should be a Covered Service. If this occurs:

- a. You may submit a claim to Us to obtain a Coverage decision (Predetermination of Benefits) concerning whether the Plan will Cover that service.
- b. You may request a claim form from Our customer service department. We will send You a claim form within 15 days. We may request additional information or documentation if it is reasonably necessary to make a Coverage decision concerning a claim.

C. Payment

1. If You received Covered Services from a Network Dentist, the Plan will pay the Network Dentist directly. You authorize assignment of benefits to that Network Dentist. If You have paid that Dentist for the same claim, You must request repayment from that Dentist.
2. Out-of-Network Dentists and Non-Contracted Dentists may or may not file Your claims for You. A completed claim form for Covered Services must be submitted in a timely manner. After a completed claim form has been submitted, the Plan will pay the Dentist directly for Covered Services unless You submit proof of payment to Us before payment is made to the Provider. You authorize assignment of benefits to the Provider. If the Plan pays the Provider and You have paid that Provider for the same claim, You must request repayment from that Provider. You may be responsible for any unpaid Billed Charges. The Plan's payment fully discharges its obligation related to that claim.
3. If the Agreement is terminated, all claims for Covered Services rendered prior to the

termination date, must be submitted to the Plan within 1 year and 90 days from the date the Covered Services was received.

4. Benefits will be paid according to the Plan within 30 days after we receive a claim form that is complete. Claims are processed in accordance with current industry standards, and based on Our information at the time We receive the claim form. Neither the Plan nor We are responsible for over or under payment of claims if Our information is not complete or inaccurate. We will make reasonable efforts to obtain and verify relevant facts when claim forms are submitted.
5. When a claim is paid or denied, in whole or part, We will produce an Explanation of Benefits (EOB). This will describe how much was paid to the Provider, and also let You know if You owe an additional amount to that Provider. The administrator will make the EOB available to You at www.bcbst.com, or by calling the customer service department at the number listed on Your membership ID card.
6. You are responsible for paying any applicable Copayments, Coinsurance, or Deductible amounts to the Provider. If We pay such amounts to a healthcare provider on Your behalf, We may collect those cost-sharing amounts directly from You.

Payment for Covered Services is more fully described in Attachment C: Schedule of Benefits.

D. Complete Information

Whenever You need to file a claim Yourself, We can process it for You more efficiently if You complete a claim form. This will ensure that You provide all the information needed. Most Dentists will have claim forms or You can request them from Us by calling Our customer service department at the number listed on the membership ID card.

Mail all claim forms to:

BlueCross BlueShield of Tennessee
Claims Service Center
1 Cameron Hill Circle, Suite 0002
Chattanooga, Tennessee 37402-0002

CONTINUATION OF COVERAGE

A. Federal Law

If the Agreement remains in effect, but Your Coverage under this Dental EOC would otherwise terminate, the Employer may offer You the right to continue Coverage. This right is referred to as “COBRA Continuation Coverage” and may occur for a limited time subject to the terms of this Section and the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA.)

a. Eligibility

If You have been Covered by the Plan on the day before a qualifying event, You may be eligible for COBRA Continuation Coverage. The following are qualifying events for such Coverage:

- Subscribers. Loss of Coverage because of:
 - The termination of employment except for gross misconduct.
 - A reduction in the number of hours worked by the Subscriber.
- Covered Dependents. Loss of Coverage because of:
 - The termination of the Subscriber’s Coverage as explained in subsection (a) above.
 - The death of the Subscriber.
 - Divorce or legal separation from the Subscriber.
 - The Subscriber becomes entitled to Medicare.
 - A Covered Dependent reaches the Limiting Age.

b. Enrolling for COBRA Continuation Coverage

The administrator, acting on behalf of the Employer, shall notify You of Your rights to enroll for COBRA Continuation Coverage after:

- The Subscriber’s termination of employment, reduction in hours worked, death or entitlement to Medicare coverage; or
- The Subscriber or Covered Dependent notifies the Employer, in writing, within 60 days after any other qualifying event set out above.

You have 60 days from the later of the date of the qualifying event or the date that You receive notice of the right to COBRA Continuation Coverage to enroll for such Coverage. The Employer or the administrator will send You the forms that should be used to enroll for COBRA Continuation Coverage. If You do not send the Enrollment Form to the Employer within that 60 day period, You will lose Your right to COBRA Continuation Coverage under this Section. If You are qualified for COBRA Continuation Coverage and receive services that would be Covered Services, before enrolling and submitting the Payment for such Coverage, You will be required to pay for those services. The Plan will reimburse You for Covered Services, less required Member payments, after You enroll and submit the Payment for Coverage, and submit a claim for those Covered Services as set forth in the Claim Procedure section of this Dental EOC.

c. Payment

You must submit any Payment required for COBRA Continuation Coverage to the administrator at the address indicated on Your Payment notice. If You do not enroll when first becoming eligible, the Payment due for the period between the date You first become eligible and the date You enroll for COBRA Continuation Coverage must be paid to the Employer within 45 days after the date You enroll for COBRA Continuation Coverage. After enrolling for COBRA Continuation Coverage, all Payments are due and payable on a monthly basis as required by the Employer. If the Payment is not received by the administrator on or before the due date, Coverage will be terminated, for cause, effective as of the last day for which Payment was received as explained in the Termination of Coverage Section, above. The administrator may use a third party vendor to collect the COBRA Payment.

d. Coverage Provided

If You enroll for COBRA Continuation Coverage You will continue to be Covered under the Plan and this Dental EOC. The COBRA Continuation Coverage is subject to the conditions, limitations and exclusions of this Dental EOC and the Plan. The Plan and the Employer may agree to change the Agreement and/or this Dental EOC. The Employer may also decide to change administrators. If this happens after You enroll for COBRA Continuation Coverage, Your Coverage will be subject to such changes.

e. Duration of Eligibility for COBRA Continuation Coverage

COBRA Continuation Coverage is available for a maximum of:

- 18 months if the loss of Coverage is caused by termination of employment or reduction in hours of employment; or
- 29 months of Coverage. If, as a qualified beneficiary who has elected 18 months of COBRA Continuation Coverage, You are determined to be disabled within the first 60 days of COBRA Continuation Coverage, You can extend Your COBRA Continuation Coverage for an additional 11 months, up to 29 months. Also, the 29 months of COBRA Continuation Coverage is available to all non-disabled qualified beneficiaries in connection with the same qualifying event. “Disabled” means disabled as determined under Title II or XVI of the Social Security Act. In addition, the disabled qualified beneficiary or any other non-disabled qualified beneficiary affected by the termination of employment qualifying event must.

- (1) Notify the Employer or the administrator of the disability determination within 60 days after the determination of disability, and before the close of the initial 18-month Coverage period; and
- (2) Notify the Employer or the administrator within 30 days of the date of a final determination that the qualified beneficiary is no longer disabled; or

- 36 months of Coverage if the loss of Coverage is caused by:
 - (1) the death of the Subscriber;
 - (2) loss of dependent child status under the Plan;
 - (3) the Subscriber becomes entitled to Medicare; or
 - (4) divorce or legal separation from the Subscriber; or
- 36 months for other qualifying events. If a Covered Dependent is eligible for 18 months of COBRA Continuation Coverage as described above, and there is a second qualifying event (e.g., divorce), You may be eligible for 36 months of COBRA Continuation Coverage from the date of the first qualifying event.

f. Termination of COBRA Continuation Coverage

After You have elected COBRA Continuation Coverage, that Coverage will terminate either at the end of the applicable 18, 29 or 36 month eligibility period or, before the end of that period, upon the date that:

- The Payment for such Coverage is not submitted when due; or
- You become Covered as either a Subscriber or dependent by another group dental care plan, and that coverage is as good as or better than the COBRA Continuation Coverage; or
- The Agreement is terminated; or
- You become entitled to Medicare Coverage; or
- The date that You, otherwise eligible for 29 months of COBRA Continuation Coverage, are determined to no longer be disabled for purposes of the COBRA Law.

g. Continued Coverage During a Family and Medical Leave Act (FMLA) Leave of Absence

Under the Family and Medical Leave Act, Subscribers may be able to take:

- up to 12 weeks of unpaid leave from employment due to certain family or medical circumstances, or
- in some instances, up to 26 weeks of unpaid leave if related to certain family members’ military service related hardships.

Contact the Employer to find out if this provision applies. If it does, Members may continue health coverage during the leave, but must continue to pay the conversion options portion of the premium that the Subscriber would pay if he or she were actively working. Coverage will be subject to suspension or cancellation if the Subscriber fails to pay the premium on time. If the Subscriber takes a leave and Coverage is cancelled for any reason during that leave, Members may resume Coverage when the Subscriber returns to work without waiting for an Open Enrollment Period.

h. Continued Coverage During a Military Leave of Absence

A Subscriber may continue his or her Coverage and Coverage for his or her Dependents during military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. When the Subscriber returns to

work from a military leave of absence, the Subscriber will be given credit for the time the Subscriber was Covered under the Plan prior to the leave. Check with the Employer to see if this provision applies. If it does, Members may continue health coverage during the leave, but must continue to pay the conversion options portion of the premium that the Subscriber would pay if he or she were actively working. Coverage will be subject to suspension or cancellation if the Subscriber fails to pay the premium on time.

i. The Trade Adjustment Assistance Reform Act of 2002

The Trade Adjustment Assistance Reform Act of 2002 (TAARA) may have added to Your COBRA rights. If You lost Your job because of import competition or shifts of production to other countries, You may have a second COBRA Continuation election period. If You think this may apply to You, check with the Employer or the Department of Labor.

j. Additional Leaves – Check with Your Employer

- (1) Up to 12 months of continuation during periods of Employer-approved unpaid leave (this would be leave other than FMLA leave, which of course would still be Covered).
- (2) Up to 12 months of continuation when an Employee is disabled.

COORDINATION OF BENEFITS

This Dental EOC includes the following Coordination of Benefits (COB) provision, which applies when You or a Covered Dependent has coverage under more than one group dental care "Plan." Rules of this Section determine whether the benefits available under this Dental EOC are determined before or after those of another Plan. In no event, however, will benefits under this Dental EOC be increased because of this provision.

A. DEFINITIONS

The following terms apply to this provision:

1. **"Plan"** means any arrangement which provides benefits or services for, or because of, preventive or restorative dental care or treatment, including prosthetics and orthodontia, through:
 - a. group, blanket, or franchise dental insurance (whether insured or uninsured) other than school accident-type coverage;
 - b. BlueCross Plan, BlueShield dental Plan, group practice, individual practice, or other pre-paid dental insurance;
 - c. coverage under labor management trust dental Plans or employee benefit organization dental Plans;
 - d. coverage under government programs to which an employer contributes or makes payroll deductions;
 - e. coverage under a governmental Plan or coverage required or provided by law. This does not include a state Plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time); and
 - f. any other arrangement of dental coverage for individuals in a group that provides coverage for preventive and restorative services such as cleanings, fillings, crowns, bridges, braces, etc.

Each Dental EOC or other arrangement for dental coverage is a separate Plan. Also, if an arrangement has two parts and COB rules apply to only one of the two, each of the parts is a separate Plan.

2. **"This Plan"** refers to the part of the Agreement under which benefits for dental care expenses are provided.

The term **"Other Plan"** applies to each arrangement for benefits or services for dental care, as well as any part of such an arrangement that considers the benefits and services for dental care of other contracts when benefits are determined.

3. The order of benefit determination rules states whether This Plan is a **"Primary Plan"** or **"Secondary Plan"** as to another dental plan covering the person.
 - a. When This Plan is a Primary Plan, its benefits are determined before those of the Other Plan and without considering the Other Plan's benefits.
 - b. When This Plan is a Secondary Plan, its benefits are determined after those of the Other Plan and may be reduced because of the Other Plan's benefits.
 - c. When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more Other Plans, and may be a Secondary Plan as to a different Plan or Plans.
4. **"Allowable Expense"** means a necessary, reasonable and customary item of expense when the item of expense is covered in whole or in part by one or more Plans covering the Member for whom the claim is made.
 - a. The reasonable cash value of a service is deemed to be both an Allowable Expense and a benefit paid when a Plan provides benefits in the form of services.
 - b. We will determine only the benefits available under This Plan. You or Your Covered Dependent is responsible for supplying Us with information about Other Plans so We can act on this provision.
 - c. When benefits are reduced under a Primary Plan because a covered person does not comply with the Plan provisions, the amount of such reduction will not be considered an Allowable Expense. Examples of such provisions are those related to cost containment and Network Dentist arrangements.
5. **"Claim Determination Period"** means a Calendar Year. It does not, however, include any part of a year during which a person has no coverage under This Plan or any part of a year prior to the date this COB provision or a similar provision takes effect.

B. ORDER OF BENEFIT DETERMINATION RULES

This Plan determines its order of benefits using the first of the following rules that applies:

1. Non-Dependent/Dependent

The benefits of the Plan that covers the person as an Employee, Member, or Subscriber (that is, other than as a Dependent) are determined before those of the Plan that covers the person as a Dependent, except that:

- a. if the person is also a Medicare beneficiary; and,
- b. if the rule established by the Social Security Act of 1965 as amended makes Medicare secondary to the Plan covering the person as a Dependent of an active Employee,

then the order of benefit determination shall be:

- a. benefits of the Plan of an active Employee covering the person as a Dependent;
- b. Medicare;
- c. benefits of the Plan covering the person as an Employee, Member, or Subscriber.

2. Dependent Child/Parents Not Separated or Divorced

Except as stated in Paragraph 3 below, when This Plan and another Plan cover the same child as a Dependent of different persons, called "parents":

The benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year. If both parents have the same birthday, the benefits of the Plan that has covered one parent longer are determined before those of the Plan that has covered the other parent for a shorter period of time.

However, if the Other Plan does not have the rule described in Paragraph 1 immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the Other Plan will determine the order of benefits.

3. Dependent Child/Separated or Divorced Parents

If two or more Plans cover a person as a Dependent child of divorced or separated

parents, benefits for the child are determined in this order:

- a. First, the Plan of the parent with custody of the child;
- b. Then, the Plan of the spouse of the parent with the custody of the child; and
- c. Finally, the Plan of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the child, and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. The Plan of the other parent shall be the Secondary Plan. This paragraph does not apply with respect to any Claim Determination Period or Plan Year during which any benefits are actually paid or provided before the entity has that actual knowledge.

If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the Plans covering the child shall follow the order of benefit determination rules outlined in Paragraph 2, under "Dependent Child/Parents Not Separated or Divorced."

4. Active/Inactive Employee

The benefits of a Plan which covers a person as an Employee who is neither laid off nor retired are determined before those of a Plan which covers that person as a laid off or retired Employee. The same would hold true if a person is a Dependent of a person covered as a retiree and an Employee. If the Other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this Rule is ignored.

5. Continuation Coverage

If a person whose coverage is provided under a right of continuation pursuant to Federal or State law also is covered under another Plan, the following shall be the order of benefit determination:

- a. First, the benefits of a Plan covering the person as an Employee, Member, or Subscriber (or as that person's Dependent);
- b. Second, the benefits under the continuation coverage.

If the Other Plan does not have the Rule described above, and if, as a result, the Plans

do not agree on the order of benefits, this Rule is ignored.

6. Longer/Shorter Length of Coverage

If none of the above Rules determines the order of benefits, the benefits of the Plan which has covered an Employee, Member or Subscriber longer are determined before those of the Plan which has covered that person for the shorter term.

- a. To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended.
- b. The start of the new Plan does not include:
 - A change in the amount or scope of a Plan's benefits;
 - A change in the entity which pays, provides, or administers the Plan's benefits; or
 - A change from one type of Plan to another (such as, from a single Employer Plan to that of a multiple Employer plan.)
- c. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a Member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

If the Other Plan does not contain provisions establishing the Order of Benefit Determination Rules, the benefits of the Other Plan will be determined first.

7. Plans with Excess and Other Non-conforming COB Provisions

Some Plans declare their coverage "in excess" to all Other Plans, "always Secondary," or otherwise not governed by COB rules. These Plans are called "**Non-Complying Plans.**"

Rules. This Plan coordinates its benefits with a Non-Complying Plan as follows:

- a. If This Plan is the Primary Plan, it will provide its benefits on a primary basis.
- b. If This Plan is the Secondary Plan, it will provide benefits first, but the amount of

benefits and liability of This Plan will be limited to the benefits of a Secondary Plan.

- c. If the Non-Complying Plan does not provide information needed to determine This Plan's benefits within a reasonable time after it is requested, This Plan will assume that the benefits of the Non-Complying Plan are the same as the benefits of This Plan and provide benefits accordingly.
- d. If the Non-Complying Plan reduces its benefits so that benefits received by the Member are less than those he or she would have received if the Non-Complying Plan provided its benefits as the Primary Plan and This Plan provided its benefits as the Secondary Plan, then This Plan may advance the difference to or on behalf of the Member. The benefits advanced shall not exceed the benefits This Plan would have provided if it had been the Primary Plan, less any benefits already provided as the Secondary Plan. In consideration of such advance, This Plan shall be subrogated to all rights of the Member against the Non-Complying Plan. Such advance shall also be without prejudice to any independent claims This Plan may have against the Non-Complying Plan in the absence of such subrogation.

C. EFFECT ON BENEFITS OF THIS PLAN

This provision applies where there is a basis for a claim under This Plan and the Other Plan and when benefits of This Plan are determined after the Other Plan(s).

Benefits of This Plan will be reduced when the sum of:

1. the benefits that would be payable for the Allowable Expenses under This Plan, in the absence of this COB provision; and
2. the benefits that would be payable for the Allowable Expenses under the Other Plan(s), in the absence of provisions with a purpose similar to that of this COB provision, whether or not a claim for benefits is made;

exceeds Allowable Expenses in a Claim Determination Period. In that case, the benefits of This Plan will be reduced so that they and the benefits payable under the Other Plan(s) do not total more than Allowable Expenses.

When the benefits of This Plan are reduced as described above, each benefit is reduced proportionately and is then charged against any applicable benefit limit of This Plan.

The administrator will not, however, consider the benefits of the Other Plan(s) in determining benefits under This Plan when:

1. the Other Plan has a rule coordinating its benefits with those of This Plan and such rule states that benefits of the Other Plan will be determined after those of This Plan; and
2. the order of benefit determination rules requires Us to determine benefits before those of the Other Plan.

D. RIGHT TO RECEIVE AND RELEASE INFORMATION

Certain facts are needed to apply these COB rules. We have the right to decide which facts We need. We may get needed facts from, or give them to, any other organization or person. We will not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to pay the claim.

E. FACILITY OF PAYMENT

A payment under Another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount would then be treated as if it were a benefit paid under This Plan. We will not have to pay that amount again. The term “Payment Made” includes providing benefits in the form of services. In that case, “Payment Made” means reasonable cash value of the benefits provided in the form of services.

F. RIGHT OF RECOVERY

If the amount of the payments made by the Plan is more than it should have paid under this COB provision, it may recover the excess from one or more of:

- (1) The persons it has paid or for whom it has paid;
- (2) Insurance companies; or
- (3) Other organizations.

The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

GRIEVANCE PROCEDURE

I. INTRODUCTION

Our Grievance procedure (the "Procedure") is intended to provide a fair, quick and inexpensive method of resolving any and all Disputes with the Plan. Such Disputes include: any matters that cause You to be dissatisfied with any aspect of Your relationship with the Plan; any Adverse Benefit Determination concerning a Claim; or any other claim, controversy, or potential cause of action You may have against the Plan. Please contact the customer service department at the number listed on the membership ID card: (1) to file a Claim; (2) if You have any questions about this Dental EOC or other documents related to Your Coverage (e.g. a Claim Summary, sometimes referred to as the Explanation of Benefits or Monthly Claims Statement); or (3) to initiate a Grievance concerning a Dispute.

1. This Procedure is the exclusive method of resolving any Dispute. Exemplary or punitive damages are not available in any Grievance or litigation, pursuant to the terms of this Dental EOC. Any decision to award damages must be based upon the terms of this Dental EOC.
2. The Procedure can only resolve Disputes that are subject to Our control.
3. You cannot use this Procedure to resolve a claim that a Dentist was negligent. Network Dentists are independent contractors. They are solely responsible for making treatment decisions in consultation with their patients. You may contact the Plan, however, to complain about any matter related to the quality or availability of services, or any other aspect of Your relationship with Dentists.
4. You may request a form from the Plan to authorize another person to act on Your behalf concerning a Dispute.
5. We, the Plan and You may agree to skip one or more of the steps of this Procedure if it will not help to resolve Our Dispute.
6. Any Dispute will be resolved in accordance with applicable Tennessee or Federal laws and regulations, the Agreement and this Dental EOC.

II. DESCRIPTION OF THE REVIEW PROCEDURES

A. Inquiry

An Inquiry is an informal process that may answer questions or resolve a potential Dispute. You should contact the customer service department if You have any questions about how to file a Claim or to attempt to resolve any Dispute. Making an Inquiry does not stop the time period for filing a Claim or beginning a Dispute. You do not have to make an Inquiry before filing a Grievance.

B. First Level Grievance

You must submit a written request asking the Plan to reconsider an Adverse Benefit Determination, or take a requested action to resolve another type of Dispute (Your "Grievance"). You must begin the Dispute process within 180 days from the date We issue notice of an Adverse Benefit Determination from the Plan or from the date of the event that is otherwise causing You to be dissatisfied with the Plan. If You do not initiate a Grievance within 180 days of when We issue an Adverse Benefit Determination, We may raise Your failure to initiate a Grievance in a timely manner as a defense if You file a lawsuit against the Administrator later.

Contact the customer service department at the number listed on Your membership ID card for assistance in preparing and submitting Your Grievance. They can provide You with the appropriate form to use in submitting a Grievance. This is the first level Grievance procedure and is mandatory. BlueCross is a limited fiduciary for the first level Grievance.

1. Grievance Process

After We have received and reviewed Your Grievance, Our first level Grievance committee will meet to consider Your Grievance and any additional information that You or others submit concerning that Grievance. In Grievances concerning urgent care or pre-service Claims, We will appoint one or more qualified reviewer(s) to consider such Grievances. Individuals involved in making prior determinations concerning Your Dispute are not eligible to be voting members of the first level Grievance committee or reviewers. Such determinations shall be subject to the review standards applicable to ERISA plans, even if the Plan is not otherwise governed by ERISA.

2. Written Decision

The committee or reviewers will consider the information presented, and You will receive a written decision concerning Your Grievance as follows:

- a. For a pre-service claim, within 30 days of receipt of Your request for review;
- b. For a post-service claim, within 60 days of receipt of Your request for review; and
- c. For a pre-service, urgent care claim, within 72 hours of receipt of Your request for review.

The decision of the Committee will be sent to You in writing and will contain:

- a. A statement of the committee's understanding of Your Grievance;
- b. The basis of the committee's decision; and
- c. Reference to the documentation or information upon which the committee based its decision. You may receive a copy of such documentation or information, without charge, upon written request.

C. Second Level Grievance

You may file a written request for reconsideration with Us within ninety (90) days after We issue the first level Grievance committee's decision. This is called a second level Grievance. Information on how to submit a second level Grievance will be provided to You in the decision letter following the first level Grievance review.

If the Plan is governed by ERISA, You also have the right to bring a civil action against the Plan to obtain the remedies available pursuant to Sec. 502(a) of ERISA ("ERISA Actions") after completing the mandatory first level Grievance process.

The Plan may require You to exhaust each step of this Procedure in any Dispute that is not an ERISA Action.

Your decision concerning whether to file a second level Grievance has no effect on Your rights to any other benefits under the Plan. If You file a second level Grievance concerning an ERISA Action, the Plan agrees to toll any time defenses or restrictions affecting Your right to bring a civil action against the Plan until the second level committee makes its decision. Any

person involved in making a decision concerning Your Dispute (e.g. first level committee members) will not be a voting member of the second level Grievance committee.

1. Grievance Process

You may request an in-person or telephonic hearing before the second level Grievance committee. You may also request that the second level Grievance committee reconsider the decision of the first level committee, even if You do not want to participate in a hearing concerning Your Grievance. If You wish to participate, Our representatives will promptly contact You to explain the hearing process and schedule the time, date and place for that hearing.

In either case, the second level committee will meet and consider all relevant information presented about Your Grievance, including:

- a. Any new, relevant information that You submit for consideration; and
- b. Information presented during the hearing. Second level Grievance committee members may ask You questions during the hearing. You may make a closing statement to the committee at the end of the hearing.

2. Written Decision

After the hearing, the second level committee will meet in closed session to make a decision concerning Your Grievance. That decision will be sent to You in writing. The written decision will contain:

- a. A statement of the second level committee's understanding of Your Grievance;
- b. The basis of the second level committee's decision; and
- c. Reference to the documentation or information upon which the second level committee based its decision. Upon written request, We will send You a copy of any such documentation or information, without charge.

D. Independent Review of Medical Necessity Determinations

If Your Grievance involves a Medical Necessity determination, then either: (1) after completion of the mandatory first level Grievance; or (2) after

completion of the mandatory first level Grievance followed by completion of the second level Grievance,, You may request that the Dispute be submitted to a neutral third party, selected by Us, to independently review and resolve such Dispute(s). If You request an independent review following the mandatory first level Grievance, You waive Your right to a second level Grievance and Your right to present oral testimony during the Grievance Process. Your request for independent review must be submitted in writing within 180 days after the date You receive notice of the decision. Receipt shall be deemed to have occurred no more than two days after the date of issuance of the decision. Any person involved in making a decision concerning Your Dispute will not be a voting member of the independent review panel or committee.

Your decision concerning whether to request independent review has no effect on Your rights to any other benefits under the Plan. If You request independent review of an ERISA Action, We agree to toll any time defenses or restrictions affecting Your right to bring a civil action against the Employer or Employer's Plan, until the independent reviewer makes its decision.

The Employer or Employer's Plan will pay the fee charged by the independent review organization and its reviewers if You request that the Plan submit a Dispute to independent review. You will be responsible for any other costs that You incur to participate in the independent review process, including attorney's fees.

We will submit the necessary information to the independent review entity within five (5) business days after receiving Your request for review. We will provide copies of Your file, excluding any proprietary information to You, upon written request. The reviewer may also request additional medical information from You. You must submit any requested information, or explain why that information is not being submitted, within five (5) business days after receiving that request from the reviewer.

The reviewer must submit a written determination to Us and We will submit the determination to You within 45 days after receipt of the independent review request. In the case of a life threatening condition, the decision must be issued within 72 hours after receiving the review request. Except in cases involving a life-threatening condition, the reviewer may request an extension of up to five (5) business days to issue a determination to consider additional information submitted by Us or You.

The reviewer's decision must state the reasons for the determination based upon: (1) the terms of this Dental EOC and the Agreement; (2) Your medical condition; and (3) information submitted to the reviewer. The reviewer's decision may not expand the terms of Coverage of the Agreement.

No legal action shall be brought to recover under this EOC until 60 days after the claim has been filed. No such legal action shall be brought more than 3 years after the time the claim is required to be filed.

DEFINITIONS

Defined terms are capitalized. When defined words are used in this Dental EOC, they have the meaning set forth in this section.

Actively At Work – The performance of all an Employee's regular duties for the Employer on a regularly scheduled workday at the location where such duties are normally performed. Eligible Employees will be considered to be Actively At Work on a non-scheduled work day (which would include a scheduled vacation day) only if the Employee was Actively At Work on the last regularly scheduled work day.

Administrative Services Agreement or Agreement – The arrangements between the administrator and the Employer, including any amendments, and any attachments to the Agreement or this Dental EOC.

Adverse Benefit Determination – Any denial, Rescission, reduction, termination or failure to provide or make payment for what You believe should be a Covered Service. Adverse Benefit Determinations include:

- a. A determination by a health carrier or its designee utilization review organization that, based upon the information provided, a request for a benefit under the health carrier's health benefit plan does not meet the health carrier's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness and the requested benefit is therefore denied, reduced or terminated or payment is not provided or made, in whole or in part, for the benefit;
- b. The denial, reduction, termination or failure to provide or make payment, in whole or in part, for a benefit based on a determination by a health carrier of a Covered person's eligibility to participate in the health carrier's health benefit plan; or
- c. Any prospective review or retrospective review determination that denies, reduces, or terminates or fails to provide or make payment for, in whole or in part, a benefit.

Annual Benefit Period – The 12-month period under which Your benefits are administered, as noted in Attachment C: Schedule of Benefits.

Benefit Maximum – The total amount of benefits available for services under this Dental EOC during the Benefit Year or during the Member's lifetime. (See Attachment C: Schedule of Benefits.)

Billed Charges – The amount that a Dentist charges for services rendered. Billed Charges may be different from the amount that BlueCross determines to be the Maximum Allowable Charge for services.

Calendar Year – The period of time beginning at 12:01 A.M. on January 1st and ending 12:00 A.M. on December 31st.

Coinsurance – The amount stated as a percentage of the Maximum Allowable Charge for a Covered Service that is the Member's responsibility during the Annual Benefit Period after any Deductible is satisfied. The Coinsurance percentage is calculated as 100%, minus the percentage Payment of the Maximum Allowable Charge as specified in Attachment C: Schedule of Benefits.

Covered Dependent – A Subscriber's family member who: (1) meets the eligibility requirements of this Dental EOC; (2) has been enrolled for Coverage; and (3) for whom the Plan has received the applicable Payment for Coverage.

Covered Family Members – A Subscriber and his or her Covered Dependents.

Covered Services, Coverage or Covered – Those necessary and appropriate services and supplies that are set forth in Attachment A of this Dental EOC, (which is incorporated by reference.) Covered Services are subject to all the terms, conditions, exclusions and limitations of the Plan and this Dental EOC.

Deductible – The dollar amount, specified in Attachment C: Schedule of Benefits, which You must incur and pay for Covered Services during an Annual Benefit Period before the Plan provides benefits for such services.

Any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge) is not considered when determining if You have satisfied a Deductible.

Dentist – A doctor of dentistry duly licensed and qualified under applicable laws to practice dentistry at the time and place Covered Services are performed.

Effective Date – The date on which a Member's Coverage begins.

Employee – A person who fulfills all eligibility requirements established by the Employer and the administrator.

Employer – A corporation, partnership, union or other entity that is eligible for group coverage under State and Federal laws; and that enters into an Agreement with the administrator to provide Coverage to its Employees and their eligible dependents.

Enrollment Form – A form or application, which must be completed in full by the eligible Employee before he or she will be considered for Coverage under the Plan. The form or application may be in paper form, or electronic, as determined by the Plan Sponsor.

ERISA – The Employee Retirement Income Security Act of 1974, as amended.

Family Deductible – The maximum dollar amount specified in Attachment C: Schedule of Benefits that a Subscriber and Covered Dependents must incur and pay for Covered Services during an Annual Benefit Period before the Plan provides benefits for such Services. Once the Family Deductible amount has been satisfied by 3 or more Covered Family Members during an Annual Benefit Period, the Deductible will be considered satisfied for all Covered Family Members for the remainder of that Annual Benefit Period.

Any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge) is not considered when determining if the Family Deductible has been satisfied.

Incapacitated Child – An unmarried child who is, and continues to be, both (1) incapable of self-sustaining employment by reason of intellectual or physical disability (what used to be called mental retardation or physical handicap); and (2) chiefly dependent upon the Subscriber or Subscriber's spouse for economic support and maintenance.

- If the child reaches this Plan's limiting age while Covered under this Plan, proof of such incapacity and dependency must be furnished within 31 days of when the child reaches the limiting age.
- Incapacitated dependents of Subscribers of new groups, or of Subscribers who are newly eligible under this Plan, are eligible for Coverage if they were covered under the Subscriber's or the Subscriber's spouse's previous health benefit plan. We may ask You to furnish proof of the incapacity and dependency upon enrollment and for proof that the child continues to meet the conditions of incapacity and dependency, but not more frequently than annually.

We may ask for proof that the child continues to meet the conditions of incapacity and dependency, but not more frequently than annually.

Limiting Age (or Dependent Child Limiting Age) – The age at which a child will no longer be considered an eligible Dependent.

Maximum Allowable Charge – The amount that the administrator, at its discretion, has determined to be the maximum amount payable for a Covered Service. For Covered Services provided by Network Providers, that determination will be based upon the administrator's contract with the Network Dentist for Covered Services rendered by that Provider. For Covered Services provided by Out-of-Network Providers, the amount payable will be based upon the administrator's Out-of-Network fee schedule for the Covered Services rendered by Out-of-Network Providers.

Member, You, Your – Any person enrolled as a Subscriber or Covered Dependent, according to the terms of the Employer's Plan.

Necessary Dental Care – Any treatment of service prescribed by a Dentist that the administrator determines to be necessary and appropriate.

Network Dentist – A Dentist who has signed a Preferred Dental Agreement with BlueCross BlueShield of Tennessee.

Out-of-Network Dentist – A Dentist who has not signed a Preferred Dental Agreement with BlueCross BlueShield of Tennessee.

Physician – A duly licensed medical professional who is legally entitled to practice medicine and perform surgery at the time and place Covered Services are performed.

All Physicians must be licensed in Tennessee or in the state in which Covered Services are rendered.

Rescind or Rescission – A retroactive termination of Coverage because You committed fraud or made an intentional misrepresentation of a material fact in connection with Coverage. Actions that are fraudulent or an intentional misrepresentation of a material fact include, but are not limited to, knowingly enrolling or attempting to enroll an ineligible individual in Coverage, permitting the improper use of Your Member ID card, or claim fraud. A Rescission does not include a situation in which the Plan retroactively terminates Coverage in the ordinary course of business for a period for which You did not pay the Premium. An example would be if You left Your job on January 31, but Coverage was not terminated until March 15. In that situation, the Plan may retroactively terminate Your Coverage effective February 1 if You did not pay any Premium after You left Your job (subject to any right You may have to elect continuation coverage). This is not a Rescission.

Subscriber – An Employee who meets all applicable eligibility requirements, has enrolled for Coverage and who has submitted the applicable Payment for Coverage.

Treatment Plan – A written report by a Dentist showing the recommended treatment of any dental disease defect or injury for a Member.

Waiting Period – The time that must pass before an Employee or Dependent is eligible to be Covered for benefits under the Plan.

ATTACHMENT A: COVERED SERVICES AND LIMITATIONS ON COVERED SERVICES

The Dental Care program provides a wide range of benefits to cover most services associated with dental care.

If more than one procedure or course of treatment:

- can be used to accomplish the same treatment goal; and
- meets generally accepted standards of professional dental care; and
- offers a favorable prognosis for the patient's condition;

benefits may be based on the lowest cost procedure or treatment. This will be at Our sole discretion.

If a Member transfers from the care of one Dentist to another during the course of treatment, or if more than one Dentist renders services for one dental procedure, benefits will not exceed those that would have been provided had one Dentist rendered the service.

I. Diagnostic Services

A. Exams

1. Covered
 - d. Standard exams including comprehensive, periodic, detailed/extensive and periodontal oral evaluations (exams).
 - e. Emergency exams, including limited oral evaluations (exams).
2. Limitations
 - a. No more than 1 standard exam in any 6-month period.
 - b. No more than 1 emergency exam in any 12-month period.
 - c. No more than 1 comprehensive, detailed/extensive, or periodontal exam in any 36-month period.
3. Exclusions
 - a. Re-evaluations and consultations.

B. X-rays

1. Covered
 - a. Full mouth series, intraoral and bitewing radiographs (x-rays).
2. Limitations
 - a. No more than 1 full mouth set of x-rays in any 36-month period. A full mouth set of x-rays is defined as either an intraoral complete series or panoramic x-ray. Benefits provided for either include

benefits for all necessary intraoral and bitewing films taken on the same day.

- b. No more than 4 bitewing films in any 12-month period. Bitewing films must be taken on the same date of service.

3. Exclusions

- a. Extraoral, skull and bone survey, sialography, TMJ, and tomographic survey x-ray films, cephalometric films and diagnostic photographs. Cephalometric films and diagnostic photographs may be Covered as orthodontic benefits under Section VIII.

II. Preventive Services

A. Prophylaxis (Cleanings)

1. Covered
 - a. Adult and child prophylaxis (cleaning).
2. Limitations
 - a. No more than 1 of any prophylaxis or periodontal maintenance procedure in any 6-month period.
 - b. Periodontal maintenance procedures are subject to additional limitations listed below under Basic Periodontics in Section VI, and may be subject to a different Coverage level under Attachment C: Schedule of Benefits.

B. Fluoride Treatment

1. Covered
 - a. Child or adult (subject to age limitations) fluoride treatments, performed with or without a prophylaxis.
2. Limitations
 - a. No more than 1 fluoride treatment in any 12-month period, for Members under age 19.
 - b. Fluoride must be applied separately from prophylaxis paste.

C. Other Preventive Services

1. Covered
 - a. Sealants, space maintainers.
2. Limitations
 - a. No more than 1 sealant per first or second molar tooth per lifetime, for Dependents under age 16.

- b. Space maintainers for Dependents under age 14, no more than one recementation in any 12-month period.
 - 3. Exclusions
 - a. Nutritional and tobacco counseling, oral hygiene instructions.
- III. Basic Restorative Services**
- A. Fillings and Stainless Steel Crowns**
- 1. Covered
 - a. Amalgam restorations (silver fillings), resin composite restorations (tooth colored fillings), stainless steel crowns.
 - 2. Limitations
 - a. No more than 1 amalgam or resin restoration per tooth surface in any 12-month period.
 - b. Replacement of existing amalgam and resin composite restorations Covered only after 12 months from the date of initial restoration.
 - c. Replacement of stainless steel crowns Covered only after 36 months from the date of initial restoration.
 - 3. Exclusions
 - a. Gold foil restoration.
- B. Other Basic Restorative Services**
- 1. Covered
 - a. Palliative (emergency) treatment for the relief of pain.
 - b. Repair of full and partial dentures.
 - 2. Limitations
 - a. No more than 1 repair per denture per 24 months.
- IV. Major Restorative & Prosthodontic Services**
- A. Single Tooth Restorations**
- 1. Covered
 - a. Crowns (resin, porcelain, $\frac{3}{4}$ cast, and full cast), inlays and onlays (metallic, resin and porcelain), and veneers.
 - 2. Limitations
 - a. Only for treatment of severe carious lesions or severe fracture on permanent teeth, and only when teeth cannot be adequately restored with an amalgam or resin composite restoration (filling).
 - b. For permanent teeth only.
- c. For Dependents under age 12, benefits will not be provided for cast crowns or laminate veneers.
 - d. Replacement of single tooth restorations Covered only after 60 months from the date of initial placement.
 - 3. Exclusions
 - a. Temporary and provisional crowns.
- B. Multiple Tooth Restorations--Bridges**
- 1. Covered
 - a. Fixed partial dentures (bridges), including pontics, retainers, and abutment crowns, inlays, and onlays (resin, porcelain, $\frac{3}{4}$ and full cast).
 - 2. Limitations
 - a. Only for treatment where a missing tooth or teeth cannot be adequately restored with a removable partial denture.
 - b. For permanent teeth only, no benefits for Dependents under age 16.
 - c. Replacement of fixed partial dentures Covered only after 60 months from the date of initial placement.
- C. Removable Prosthodontics (Dentures)**
- 1. Covered
 - a. Complete, immediate and partial dentures.
 - 2. Limitations
 - a. If, in the construction of a denture, the Member and the Dentist decide on a personalized restoration or to employ special rather than standard techniques or materials, benefits provided shall be limited to those which would otherwise be provided for the standard procedures or materials (as determined by the Plan).
 - b. Benefits are not provided for Dependents under age 16.
 - c. Replacement of removable dentures Covered only after 60 months from the date of initial placement.
 - 3. Exclusions
 - a. Interim (temporary) dentures.
- D. Other Major Restorative & Prosthodontic Services**
- 1. Covered
 - a. Crown and bridge services including core buildups, post and core, recementation, and repair.

- b. Denture services including adjustment, relining, rebasing and tissue conditioning.
- 2. Limitations
 - a. The benefits provided for crown and bridge restorations include benefits for the services of crown preparation, temporary or prefabricated crowns, impressions and cementation.
 - b. Benefits will not be provided for a core build-up separate from those provided for crown construction, except in those circumstances where benefits are provided for a crown because of severe carious lesions or fracture is so extensive that retention of the crown would not be possible.
 - c. Post and core services are Covered only when performed in conjunction with a Covered crown or bridge.
 - d. Crown and bridge repair and re-cementation are Covered separately only after 12 months from the date of initial placement.
 - e. Denture adjustments are Covered separately from the denture only after 6 months from the date of initial placement.
 - f. No more than 1 denture reline or rebase in any 36-month period.
- 3. Exclusions
 - a. Other major restorative services including sedative fillings and coping.
 - b. Other prosthodontic services including overdenture, precision attachments, connector bars, stress breakers and coping metal.

V. Endodontics (treatment of the dental pulp or root canal)

A. Basic Endodontics

- 1. Covered
 - a. Pulpotomy, pulpal therapy.
- 2. Limitations
 - a. For primary teeth only.
 - b. Not Covered when performed in conjunction with major endodontic treatment.
 - c. The benefits for basic endodontic treatment include benefits for x-rays, pulp vitality tests, and sedative fillings provided in conjunction with basic endodontic treatment.

- 3. Exclusions
 - a. Pulpal debridement.

B. Major Endodontics

- 1. Covered
 - a. Root canal treatment and re-treatment, apexification, apicoectomy services, root amputation, retrograde filling, hemisection, pulp cap.
- 2. Limitations
 - a. No more than 1 root canal treatment, re-treatment or apexification per tooth in 60-month period.
 - b. No more than 1 apicoectomy per root per lifetime.
 - c. The benefits for major endodontic treatment include benefits for x-rays, pulp vitality tests, pulpotomy, pulpectomy and sedative fillings and temporary filling material provided in conjunction with major endodontic treatment.
- 3. Exclusions
 - a. Implantation, canal preparation, and incomplete endodontic therapy.

VI. Periodontics

A. Basic Periodontics

- 1. Covered
 - a. Non-surgical periodontics, including periodontal scaling and root planing, full mouth debridement and periodontal maintenance procedure.
- 2. Limitations
 - a. No more than 1 periodontal scaling and root planing per quadrant in any 36-month period.
 - b. No more than 1 full mouth debridement per lifetime.
 - c. No more than 1 of any prophylaxis (cleanings) or periodontal maintenance procedure in any 6-month period. Cleanings are subject to additional limitations listed under Preventive Services, and may be subject to a different Coverage level under Attachment C: Schedule of Benefits.
 - d. Benefits for periodontal maintenance are provided only after active periodontal treatment (surgical or non-surgical), and no sooner than 90 days after completion of such treatment.

- e. Benefits for periodontal scaling and root planing, full mouth debridement, periodontal maintenance and prophylaxis are not provided when more than one of these procedures is performed on the same day.
- 3. Exclusions
 - a. Provisional splinting, scaling in the presence of gingival inflammation, antimicrobial medication and dressing changes.

B. Major Periodontics

- 1. Covered
 - a. Surgical periodontics including gingivectomy, gingivoplasty, gingival flap procedure, crown lengthening, osseous surgery and bone and tissue grafting.
- 2. Limitations
 - a. No more than 1 major periodontal surgical procedure in any 36-month period.
 - b. Benefits provided for major periodontics include benefits for services related to 90 days of postoperative care.
- 3. Exclusions
 - a. Tissue regeneration and apically positioned flap procedure.

VII. Oral Surgery

A. Basic Oral Surgery

- 1. Covered
 - a. Non-surgical or simple extractions.
- 2. Limitations
 - a. Benefits provided for basic oral surgery include benefits for suturing and postoperative care.
- 3. Exclusions
 - a. Benefits for general anesthesia or intravenous sedation when performed in conjunction with basic oral surgery.

B. Major Oral Surgery

- 1. Covered
 - a. Surgical extractions (including removal of impacted teeth and wisdom teeth), and other oral surgical procedures typically not Covered under a medical plan.

- 2. Limitations
 - a. Benefits provided for major oral surgery include benefits for local anesthesia, suturing and postoperative care.
 - b. Benefits for general anesthesia or intravenous (IV) sedation are provided only in connection with major oral surgery procedures, and only when provided by a Dentist licensed to administer such agents.

3. Exclusions

- a. Any oral surgery typically Covered under a medical plan, including but not limited to, excision of lesions and bone tissue, treatment of fractures, suturing, wound and other repair procedures, TMJ and related procedures.
- b. Orthognathic surgery and treatment for congenital malformations.

VIII. Orthodontics

A. Orthodontic Services (straightening and alignment of teeth)

- 1. Covered
 - a. Exams, photographic images, diagnostic casts, cephalometric x-rays, installation and adjustment of orthodontic appliances and treatment to reduce or eliminate an existing malocclusion.
- 2. Limitations
 - a. The need for orthodontic services must be diagnosed, identifying a handicapping malocclusion that is both abnormal and correctable, and a Treatment Plan must be submitted to and approved by the Plan.
 - b. The Plan reserves the right to review the Member's dental records, including necessary x-rays, photographs, and models to determine whether orthodontic treatment is Covered.
 - c. Orthodontic services may be limited to Dependents under a specified age limit, as defined on Attachment C: Schedule of Benefits.
 - d. Orthodontic services may be limited by a Maximum Allowable Charge, Annual Benefit Period Deductible and lifetime maximum as defined on Attachment C: Schedule of Benefits. Multiple occurrences of orthodontic treatment may be allowed subject to the lifetime maximum.
 - e. All orthodontic services shall be deemed to have been concluded on the last date treatment performed during Member's

Coverage, even if a prior approved
Treatment Plan has not been completed.

3. Exclusions

- a. Replacement or repair of any lost, stolen and damaged appliance furnished under the Treatment Plan.
- b. Surgical procedures to aid in orthodontic treatment.

ATTACHMENT B: EXCLUSIONS FROM COVERAGE

This EOC does not provide benefits for the following services, supplies or charges:

1. Dental services received from a dental or medical department maintained by or on behalf of an Employer, mutual benefit association, labor union, trustee or similar person or group.
2. Charges for services performed by You or Your spouse, or Your or Your spouse's parent, sister, brother, or child.
3. Services rendered by a Dentist beyond the scope of his or her license.
4. Dental services which are free, or for which You are not required or legally obligated to pay, or for which no charge would be made if You had no dental Coverage.
5. Dental services to the extent that charges for such services exceed the charge that would have been made and collected if no Coverage existed hereunder.
6. Dental services covered by any medical insurance coverage, or by any other non-dental contract or certificate issued by BlueCross or any other insurance company, carrier, or plan (for example, removal of impacted teeth, tumors of lip and gum, accidental injuries to the teeth, etc.)
7. Any court-ordered treatment of a Member unless benefits are otherwise payable.
8. Courses of treatment undertaken before You become Covered under this program.
9. Any services performed after You cease to be eligible for Coverage.
10. Dental care or treatment not specifically listed in Attachment C: Schedule of Benefits.
11. Any treatment or service that the Plan determines is not Necessary Dental Care, that does not offer a favorable prognosis, that does not meet generally accepted standards of professional dental care, or that is experimental in nature.
12. Services or supplies for the treatment of work related illness or injury, regardless of the presence or absence of workers' compensation coverage.
13. Charges for any hospital or other surgical or treatment facility and any additional fees charged by a Dentist for treatment in any such facility.
14. Dental services with respect to congenital malformations or primarily for cosmetic or aesthetic purposes.

This does not exclude those services provided under Orthodontic benefits (if applicable.)

15. Replacement of tooth structure lost from wear or attrition.
16. Dental services resulting from loss or theft of a denture, crown, bridge or removable orthodontic appliance.
17. Charges for a prosthetic device that replaces one or more lost, extracted or congenitally missing teeth before Your Coverage becomes effective under the Plan unless it also replaces one or more natural teeth extracted or lost after Your Coverage became effective.
18. Diagnosis for, or fabrication of, appliances or restorations necessary to correct bite problems or restore the occlusion or correct temporomandibular joint dysfunction (TMJ) or associated muscles.
19. Implant supported prosthetics. Alternate benefits may be provided for a standard crown, bridge or Denture, at Our sole discretion.
20. Adjunctive dental services including all local and general anesthesia, sedation, and analgesia (except as provided under major oral surgery).
21. Charges for the treatment of desensitizing medicaments, drugs, occlusal guards and adjustments, mouthguards, microabrasion, behavior management, and bleaching.
22. Charges for the treatment of professional visits outside the dental office or after regularly scheduled hours or for observation.

ATTACHMENT C: SCHEDULE OF BENEFITS - Option 1

Group Name: City of Columbia

Group Number: 108895

Annual Benefit Period: July 1, 2023, to June 30, 2024

Annual Deductible Applies to Coverages B and C only	Individual \$50	Family 3 x Individual
Maximums Applies to Coverage A, B and C Coverage D	\$1,000 per Annual Benefit Period \$1,000 per lifetime	

Covered Services	Benefit Percentages	Waiting Period
Coverage A Exams X-rays Preventive	100%	None
Coverage B Basic Restorative Basic and Major Endodontics Basic and Major Periodontics Basic and Major Oral Surgery	80%	None
Coverage C Major Restorative Prosthodontics Implants	50%	None
Coverage D Orthodontics Adults and Dependent children under age 26	50%	None
Annual Benefit Period	January 1 – December 31	

In addition to the Coinsurance percentage, You are responsible for the difference between the Billed Charges and the Maximum Allowable Charge for Covered Services if the Billed Charges of an Out-of-Network Dentist are more than the Maximum Allowable Charge for such Services.

ATTACHMENT C: SCHEDULE OF BENEFITS – Option 2

Group Name: City of Columbia

Group Number: 108895

Annual Benefit Period: July 1, 2023, to June 30, 2024

Annual Deductible Applies to Coverages B and C only	Individual \$250	Family 3 x Individual
Maximums Applies to Coverage A, B and C Coverage D	\$2,500 per Annual Benefit Period \$1,000 per lifetime	

Covered Services	Benefit Percentages	Waiting Period
Coverage A Exams X-rays Preventive	100%	None
Coverage B Basic Restorative Basic and Major Endodontics Basic and Major Periodontics Basic and Major Oral Surgery	70%	None
Coverage C Major Restorative Prosthodontics Implants	70%	None
Coverage D Orthodontics Adults and Dependent children under age 26	50%	None
Annual Benefit Period	January 1 – December 31	

In addition to the Coinsurance percentage, You are responsible for the difference between the Billed Charges and the Maximum Allowable Charge for Covered Services if the Billed Charges of an Out-of-Network Dentist are more than the Maximum Allowable Charge for such Services.

SUBROGATION AND RIGHT OF REIMBURSEMENT

A. Subrogation Rights

The Plan shall be subrogated to and/or have the right to recover amounts paid to provide Covered Services to You for illnesses or injuries caused, insured or reimbursed by any parties, including the right to recover the reasonable value of services rendered by Network Providers. This subrogation right attaches automatically as a lien against any proceeds received by You from a third-party for the cost of care or treatment for any injury or illness caused by the third party for which medical payment is provided.

The Plan has the right to recover any and all amounts equal to the Plan's payments from:

- the insurance of the injured party;
- the person, company (or combination thereof) that caused the illness or injury, or their insurance company; or
- any other source, including uninsured or underinsured motorist coverage, medical payment coverage, or similar medical reimbursement policies.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The Plan's recovery will not be affected by any reductions due to Your negligence, nor by attorney fees and costs You incur.

B. Priority Right of Reimbursement

Separate and apart from the Plan's right of subrogation, the Plan shall have first lien and right to reimbursement. This reimbursement right attaches automatically as a lien against any proceeds received by You from a third-party for the cost of care or treatment for any injury or illness caused by the third party for which medical payment is provided. The Plan's first lien supersedes any right that You or Your estate may have to be "made whole". In other words, the Plan is entitled to the right of first reimbursement out of any recovery You or Your estate might procure regardless of whether You or Your estate have received compensation for any of Your damages or expenses, including Your or Your estate's attorneys' fees or costs. This priority right of reimbursement supersedes Your or Your estate's right to be made whole from any recovery, whether full or partial. In addition, You agree on behalf of Yourself and Your estate to do nothing to prejudice or oppose the Plan's right to subrogation and reimbursement and You acknowledge that the Plan precludes operation of the "made-whole", "attorney-fund", and "common-fund" doctrines. You agree on behalf of Yourself and Your estate to reimburse the Plan 100% first for any and all benefits provided through the Plan, and for any costs of recovering such amounts from any party from any and all amounts recovered through:

- Any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from Your own insurance and/or from the third party (or their insurance or their estate);
- Any auto or recreational vehicle insurance coverage or benefits including, but not limited to, uninsured or underinsured motorist coverage;
- Business and homeowner medical liability insurance coverage or payments.

The Plan may notify those parties of its lien and right to reimbursement without notice to or consent from those Members.

This priority right of reimbursement applies regardless of whether such payments are designated as payment for (but not limited to) pain and suffering, medical benefits, and/or other specified damages. It also applies regardless of whether the Member is a minor.

This priority right of reimbursement will not be reduced by attorney fees and costs You or Your estate incur.

Notice and Cooperation

Members are required to notify the administrator if they are involved in an incident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable the administrator to protect the Plan's rights under this section. Members are also required to cooperate with the administrator and to execute any documents that the administrator, acting on behalf of the Employer, deems necessary to protect the Plan's rights under this section.

The Member shall not do anything to hinder, delay, impede or jeopardize the Plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the Plan to withhold any and all benefits due the Member under the Plan. This is in addition to any and all other rights that the Plan has pursuant to the provisions of the Plan's subrogation rights and/or priority right of reimbursement.

If the Plan has to file suit, or otherwise litigate to enforce its priority right of reimbursement, You are responsible for paying any and all costs, including attorneys' fees, the Plan incurs in addition to the amounts recovered through the priority right of reimbursement.

Legal Action and Costs

The Plan may enforce its rights of subrogation and reimbursement against, without limitation, any tortfeasors, any responsible parties or against available insurance coverages, including underinsured or uninsured motorist coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

If You settle any claim or action against any party, You shall be deemed to have been made whole by the settlement and the Plan shall be entitled to immediately collect the present value of its subrogation and recovery rights from the settlement fund. You shall hold any such proceeds of settlement or judgment in trust for the exclusive benefit of the Plan. The Plan shall also be entitled to recover reasonable attorneys' fees incurred in collecting proceeds held by You in such circumstances.

Additionally, the Plan has the right to sue on Your behalf, against any person or entity considered responsible for any condition resulting in medical expenses, to recover benefits paid or to be paid by the Plan.

Settlement or Other Compromise

You must notify the administrator prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the Plan's rights so that the Plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The Plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against You.

The right of subrogation and the right of reimbursement are based on the Plan language in effect at the time of judgment, payment or settlement.

The Plan, or its representative, may enforce the subrogation and priority right of reimbursement.

You agree that the proceeds subject to the Plan's lien are Plan assets and You and/or the executor or administrator of Your estate will hold such assets as a trustee for the Plan's benefit and shall remit to the Plan, or its representative, such assets upon request. If represented by counsel, You agree that You and/or the executor or administrator of Your estate will direct such counsel to hold the proceeds subject to the Plan's lien in trust and to remit such funds to the Plan, or its representative, upon request. Should You and/or the executor or administrator of Your estate violate any portion of this section, the Plan shall have a right to offset future benefits otherwise payable under this plan to the extent of the value of the benefits advanced under this section to the extent not recovered by the Plan.

You agree that by accepting payment of benefits pursuant to the Plan, You have assigned to the Plan the right of third-party insurance benefits or other recovery rights to which You may be entitled. You also acknowledge the Plan's right to reimbursement. You may be deemed ineligible for continued or future coverage under the Plan if You receive payment from a third-party tort-feasor, third-party insurer, third party for medical payments or other individual or entity originally paid by the Plan for, or on Your behalf and you fail or refuse to promptly reimburse the Plan for amounts paid by the Plan. You should seek the advice of an attorney regarding the Plan's rights of subrogation and reimbursement.

Notwithstanding the foregoing, the Plan may waive any right of reimbursement if You are adjudged to be permanently disabled and thereby receive a corresponding benefit from the Social Security Administration or suffer a catastrophic loss, including but not limited to, death; long-term or permanent disability; loss of limb, extremity, or eye; permanent loss of fifty percent (50%) or more of sight or hearing; a prolonged vegetative state; permanent mental impairment; protracted complex recovery requiring multiple or successive surgeries; or any other similar life-altering loss.

Exhibit A
Request for Subrogation or Reimbursement Interest (RSRI) Form

BlueCross BlueShield of Tennessee, Inc.
Department of Subrogation

To whom it may concern:

I am a participant in the _____ plan and am requesting that BlueCross BlueShield of Tennessee, Inc. determine the amount, if any, of the Plan's subrogation or reimbursement interest and provide notice to me of such interest.

Member Name _____

Date of Birth _____

Social Security Number _____

Date of Accident or Illness: _____

Last date of treatment: _____

Where did the accident or illness occur? _____

Please provide a brief description of the Member's injuries or illness:

Did the Member receive medications or dental treatment as a result of the injury or illness? (Please circle)

If the Member was involved in an accident please identify the type of injury: Auto; Medical Malpractice; Worker's Compensation; General Liability; (Circle one) Other _____

PERSON COMPLETING THIS FORM:

Relationship to Member (member, attorney, guardian, spouse, etc.): _____

Company or Firm: _____

Address: _____

Phone: _____

Fax: _____

PRIVACY PRACTICES

Important Privacy Practices Notice

Effective Date: July 1, 2021

Important Privacy Information

This notice describes how information we have about you may be used and disclosed, and how you can get access to this information. Please review it carefully.

Legal obligations

The law requires City of Columbia (“we,” “us,” “our”) to give this notice of privacy practices to all our members. This notice lets you know about our legal duties and your rights when it comes to your information and privacy.

The law requires us to keep private all of the information we have about you, including your name, address, claims information, and other information that can identify you. The law requires us to follow all the privacy practices in this notice from the date on the cover until we change or replace it.

We have the right to make changes to our privacy practices and this notice at any time, but we will send you a new notice any time we do. Any changes we make to this notice will apply to all information we keep, including information created or received before we made changes.

Please review this notice carefully and keep it on file for reference. You may ask us for a copy of this notice at any time. To get one, please contact us at:

The Privacy Office
City of Columbia
707 North Main Street
Columbia, TN 38401
(931) 560-1565

You may reach out to us at this address or phone number to ask questions or make a complaint about this notice or how we’ve handled your privacy rights. You may also submit a written complaint to the U.S. Department of Health and Human Services (HHS). Just ask us for their address, and we will give it to you.

We support your right to protect the privacy of the information we have about you. We won’t retaliate against you if you file a complaint with HHS or us.

Organizations This Notice Covers

This notice applies to City of Columbia. We may share our members’ information with BlueCross BlueShield of Tennessee, Inc. and certain subsidiaries and affiliates of BlueCross BlueShield of Tennessee, Inc. as outlined in this notice. If BlueCross BlueShield of Tennessee, Inc. buys or creates new subsidiaries, they may also be required to follow the privacy practices outlined in this notice.

For additional information, including TTY/TDD users, please call _____. Para obtener ayuda en español, llame al _____.

How We May Use and Share Your Information

We typically use your information for treatment, payment or health care operations. Sometimes we are allowed, and sometimes we are required, to use or disclose your information in other ways. This is usually to contribute to the public good, such as public health and research.

Some states may have more stringent laws. When those laws apply to your information, we follow the more stringent law. Specifically, Tennessee law and other state and federal laws require us to obtain your consent for most uses and disclosures of behavioral health information, alcohol and other substance use disorder information, and genetic information.

Ways We May Use and Share Your Information

The following are examples of how we may use or disclose your information in accordance with federal and state laws.

For your treatment: We may use or share your information with health care professionals who are treating you. For example, a doctor may send us information about your diagnosis and treatment plan so we can arrange additional care for you from other health care providers.

To make payments: We may use or share your information to pay claims for your care or to coordinate benefits covered under your health care coverage. For example, we may share your information with your dental provider to coordinate payment for dental services.

For health care operations: We may use or share your information to run our organization. For example, we may use or share it to measure quality, provide you with care management or wellness programs, and to conduct audit and other oversight activities.

To work with plan sponsors: We may share your information with your employer-sponsored group health plan (if applicable) for plan administration. Please see your plan documents for all ways a plan sponsor may use this information.

For underwriting: We may use or share your health plan information for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a health plan contract. We're not allowed to use or disclose genetic information for underwriting purposes.

Research: We may use or share your information in connection with lawful research purposes.

In the event of your death: If you die, we may share your health plan information with a coroner, medical examiner, funeral director or organ procurement organization.

To help with public health and safety issues: We can share information about you in certain situations, such as:

- Preventing disease
- Assisting public health authorities in controlling the spread of disease such as during pandemics
- Helping with product recalls
- Reporting negative reactions to medications
- Reporting suspected abuse, neglect or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

As required by law: We may use or share your information as required by state or federal law.

To comply with a court or administrative order: Under certain circumstances, we may share your information in response to a court or administrative order, subpoena, discovery request or other lawful process.

To address workers' compensation, law enforcement and other government requests: We can use or share information about you:

- For workers' compensation claims
- For law enforcement purposes, or with a law enforcement official
- With health oversight agencies for legal activities
- To comply with requests from the military or other authorized federal officials

With your permission: Some uses and disclosures of information require your written authorization, including certain instances if you want us to share your information with anyone. You may cancel your authorization in writing at any time, but doing so won't affect use or disclosure that happened while your authorization was valid.

For example, we would need your written authorization for:

- Most uses and disclosures of psychotherapy notes
- Uses and disclosures of your health plan information for marketing
- Sale of your health plan information
- Other uses and disclosures not described in this notice

We will let you know if any of these circumstances arise.

Your Individual Rights

To access your records: You have the right to view and get copies of your information that we maintain, with some exceptions. You must make a written request, using a form available from the Privacy Office, to get access to your information.

If you ask for copies of your information, we may charge you a reasonable, cost-based fee for staff time, and postage if you want us to mail the copies to you. If you ask for this information in another format, this charge will reflect the cost of giving you the information in that format. If you prefer, you may request a summary or explanation of your information, which may also result in a fee. For details about fees we may charge, please contact the Privacy Office.

To see who we've disclosed your information to: You have the right to receive a list of most disclosures we (or a business associate on our behalf) made of your information, other than for the purpose of treatment, payment or health care operations, within the past six years. This list will include the date of the disclosure, what information was disclosed, the name of the person or entity it was disclosed to, the reason for the disclosure and some other information.

If you ask for this list of disclosures more than once in a 12-month period, we may charge you based on the cost of responding to those additional requests. Please contact the Privacy Office for a more detailed explanation of these charges.

To ask for restrictions: You have the right to ask for restrictions on how we use or disclose your health plan information. We're not required to agree to these requests except in limited circumstances. If we agree to a restriction, you and we will agree to the restriction in writing. Please contact the Privacy Office for more information.

To get notified of a breach: The law requires us to notify you after the unauthorized acquisition, access, use, or disclosure of your unsecured information that compromises the security or privacy of the information. This notice must include various data points, such as:

- The date of the breach
- The type of data disclosed
- Who accessed, used or disclosed the information without permission
- Who received your information, if known
- What we did or will do to prevent future breaches

To ask for confidential communications: You have the right to ask us in writing to send your information to you at a different address or by a different method if you believe that sending information to you in the normal manner will put you in danger. We have to grant your request if it's reasonable. We will also need information from you, including how and where to communicate with you. Your request must not interfere with payment of your premiums.

If there's an immediate threat, you may make your request by calling the Member Service number on the back of your Member ID card or the Privacy Office. Please follow up your call with a written request as soon as possible.

To ask for changes to your personal information: You have the right to request in writing that we revise your information. Your request must be in writing and explain why the information should be revised. We may deny your request, for example, if we received (but didn't create) the information you want to amend. If we deny your request, we will write to let you know why. If you disagree with our denial, you may send us a written statement that we will include with your information.

If we grant your request, we will make reasonable efforts to notify people you name about this change. Any future disclosures of that information will be revised.

To request another copy of this notice: You can ask for a paper copy of this notice at any time, even if you got this notice by email or from our website. Please contact the Privacy Office at the address above.

To choose a personal representative: You may choose someone to exercise your rights on your behalf, such as a power of attorney. You may also have a legal guardian exercise your rights. We will work with you if you'd like to make this effective.

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994

A Subscriber may continue his or her Coverage and Coverage for his or her Dependents during military leave of absence in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994. When the Subscriber returns to work from a military leave of absence, the Subscriber will be given credit for the time the Subscriber was covered under the Plan prior to the leave. Check with the Employer to see if this provision applies.



1 Cameron Hill Circle
Chattanooga, Tennessee
37402

www.bcbst.com

BENEFIT QUESTIONS?
Call the Customer Service
Number on the Membership I.D. Card

Revised 6/05
B/ASODEN.1200

*An Independent Licensee of the BlueCross BlueShield Association
® Registered marks of the BlueCross BlueShield Association, an Association of Independent BlueCross BlueShield Plans



Evidence of Coverage

Health Benefit Plan

City of Columbia - 2023



Nondiscrimination Notice

BlueCross BlueShield of Tennessee (BlueCross) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. BlueCross does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

BlueCross:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as: (1) qualified interpreters and (2) written information in other formats, such as large print, audio and accessible electronic formats.
- Provides free language services to people whose primary language is not English, such as: (1) qualified interpreters and (2) written information in other languages.

If you need these services, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711).

If you believe that BlueCross has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance ("Nondiscrimination Grievance"). For help with preparing and submitting your Nondiscrimination Grievance, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711).

They can provide you with the appropriate form to use in submitting a Nondiscrimination Grievance. You can file a Nondiscrimination Grievance in person or by mail, fax or email. Address your Nondiscrimination Grievance to: Nondiscrimination Compliance Coordinator; c/o Manager, Operations, Member Benefits Administration; 1 Cameron Hill Circle, Suite 0019, Chattanooga, TN 37402-0019; (423) 591-9208 (fax); Nondiscrimination_OfficeGM@bcbst.com (email).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-565-9140 (TTY: 1-800-848-0298).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-565-9140 (رقم هاتف الصم والبكم: 800-848-0298-1)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-565-9140 (TTY:1-800-848-0298)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-565-9140 (TTY:1-800-848-0298).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-565-9140 (TTY: 1-800-848-0298) 번으로 전화해 주십시오.

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-565-9140 (ATS : 1-800-848-0298).

ໂປດສາວ: ຖ້າ ງ່ວ ງ່າ ທ່ານ ນຳ ພາ ສາ ລາວ, ການ ນຳ ພາ ຈຶ່ງ ມີ ການ ຊ່ວຍ ເຫຼືອ ຈຶ່ງ ມີ ພາ ສາ, ໂດຍ ບໍ່ ເສັ້ນ ຄ່າ, ຄຳ ນຳ ພາ ອ່ອນ ທ່ານ. ໂທ 1-800-565-9140 (TTY: 1-800-848-0298).

ማስታወሻ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያገዝዎት ተዘጋጅተዋል፡ ወደ ማስተላለፊ ቁጥር ይደውሉ 1-800-565-9140 (መስማት ለተሳናቸው: 1-800-848-0298)።

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-565-9140 (TTY: 1-800-848-0298).

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાયતા સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-800-565-9140 (TTY:1-800-848-0298)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-565-9140 (TTY:1-800-848-0298) まで、お電話にてご連絡ください。

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-565-9140 (TTY:1-800-848-0298).

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-565-9140 (TTY:1-800-848-0298) पर कॉल करें।

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-565-9140 (телетайп: 1-800-848-0298).

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. 1-800-565-9140 (TTY:1-800-848-0298) تماس بگیرید.

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-565-9140 (TTY: 1-800-848-0298).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-565-9140 (TTY: 1-800-848-0298).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-565-9140 (TTY: 1-800-848-0298).

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-565-9140 (TTY: 1-800-848-0298).

Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, kojí' hódíłłnih 1-800-565-9140 (TTY: 1-800-848-0298).

NOTICE

PLEASE READ THIS EVIDENCE OF COVERAGE CAREFULLY AND KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE. IT EXPLAINS YOUR BENEFITS AS ADMINISTERED BY BLUECROSS BLUESHIELD OF TENNESSEE, INC. IF YOU HAVE ANY QUESTIONS ABOUT THIS EVIDENCE OF COVERAGE OR ANY OTHER MATTER RELATED TO YOUR MEMBERSHIP IN THE PLAN, PLEASE WRITE OR CALL US AT:

**CUSTOMER SERVICE DEPARTMENT
BLUECROSS BLUESHIELD OF TENNESSEE, INC.,
ADMINISTRATOR
1 CAMERON HILL CIRCLE
CHATTANOOGA, TENNESSEE 37402
(800) 565-9140**

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INTRODUCTION

This Evidence of Health Coverage (this “EOC”) was created for the Employer (listed on the cover of this EOC) as part of its employee welfare benefit plan (the “Plan”). References in this EOC to “administrator,” “We,” “Us,” “Our,” or “BlueCross” mean BlueCross BlueShield of Tennessee, Inc. The Employer has entered into an Administrative Services Agreement (ASA) with BlueCross for it to administer the claims Payments under the terms of the EOC, and to provide other services. BlueCross does not assume any financial risk or obligation with respect to Plan claims. BlueCross is not the Plan Sponsor, the Plan Administrator or the Plan Fiduciary, as those terms are defined in ERISA. The Employer is the Plan Fiduciary, the Plan Sponsor and the Plan Administrator. These ERISA terms are used in this EOC to clarify their meaning, even though the Plan is not subject to ERISA. Other federal laws may also affect Your Coverage. To the extent applicable, the Plan complies with federal requirements.

This EOC describes the terms and conditions of Your Coverage through the Plan. It replaces and supersedes any EOC or other description of benefits You have previously received from the Plan.

PLEASE READ THIS EOC CAREFULLY. IT DESCRIBES THE RIGHTS AND DUTIES OF MEMBERS. IT IS IMPORTANT TO READ THE ENTIRE EOC. CERTAIN SERVICES ARE NOT COVERED BY THE PLAN. OTHER COVERED SERVICES ARE LIMITED. THE PLAN WILL NOT PAY FOR ANY SERVICE NOT SPECIFICALLY LISTED AS A COVERED SERVICE, EVEN IF A HEALTH CARE PROVIDER RECOMMENDS OR ORDERS THAT NON-COVERED SERVICE. (SEE ATTACHMENTS A-D.)

Employer has delegated discretionary authority to make any benefit determinations to the administrator; the Employer also has the authority to make any final Plan determination. The Employer, as the Plan Administrator, and BlueCross also have the authority to construe the terms of Your Coverage. The Plan and BlueCross shall be deemed to have properly exercised that authority unless it abuses its discretion when making such determinations, whether or not the Employer’s benefit plan is subject to ERISA. The Employer retains the authority to determine whether You or Your dependents are eligible for Coverage.

ANY GRIEVANCE RELATED TO YOUR COVERAGE UNDER THIS EOC SHALL BE RESOLVED IN ACCORDANCE WITH THE “GRIEVANCE PROCEDURE” SECTION OF THIS EOC.

In order to make it easier to read and understand this EOC, defined words are capitalized. Those words are defined in the “DEFINITIONS” section of this EOC.

Please contact one of the administrator’s consumer advisors, at the number listed on the Subscriber’s membership ID card, if You have any questions when reading this EOC. The consumer advisors are also available to discuss any other matters related to Your Coverage from the Plan.

BENEFIT ADMINISTRATION ERROR

If the administrator makes an error in administering the benefits under this EOC, the Plan may provide additional benefits or recover any overpayments from any person, insurance company, or plan. No such error may be used to demand more benefits than those otherwise due under this EOC.

NOTIFICATION OF CHANGE IN STATUS

Changes in Your status can affect the service under the Plan. To make sure the Plan works correctly, please notify the customer service department at the number listed on the Subscriber’s membership ID card when You change:

- name;
- address;
- telephone number;
- employment
- status of any other health coverage You have.

Subscribers must notify the administrator of any eligibility or status changes for themselves or Covered Dependents, including:

- the marriage or death of a family member;
- divorce;
- adoption;
- birth of additional dependents; or
- termination of employment.

ELIGIBILITY

Any Employee of the Employer and his or her family dependents who meet the eligibility requirements of this Section will be eligible for Coverage if properly enrolled for Coverage, and upon payment of the required Payment for such Coverage. If there is any question about whether a person is eligible for Coverage, the Plan shall make final eligibility determinations in accordance with the requirements of this EOC.

A. Subscriber

To be eligible to enroll as a Subscriber, an Employee must:

1. Be a full-time Employee of the Employer, who is Actively at Work; and
2. Satisfy all eligibility requirements of the Plan; and
3. Enroll for Coverage from the Plan by submitting a completed and signed Enrollment Form to the Plan. Employees can submit an Enrollment Form in any format agreed to by the Plan and Us (i.e., electronically, faxed, paper, etc.)

B. Covered Dependents

To be eligible to enroll as a Covered Dependent, a Member must be listed on the Enrollment Form completed by the Subscriber, meet all dependent eligibility criteria established by the Employer, and be:

1. The Subscriber's current spouse as defined by the Employer; or
2. The Subscriber's or the Subscriber's spouse's: (1) natural child; (2) legally adopted child (including children placed for the purpose of adoption); (3) step-child(ren); or (4) children for whom the Subscriber or Subscriber's spouse is the legal guardian; who are less than 26 years old; or
3. A child of the Subscriber or the Subscriber's spouse for whom a Qualified Medical Child Support Order has been issued; or
4. An Incapacitated Child of the Subscriber or Subscriber's spouse.

The Plan's determination of eligibility under the terms of this provision shall be conclusive.

The Plan reserves the right to require proof of eligibility including, but not limited to, a certified copy of any Qualified Medical Child Support Order.

C. Waiting Period

The Plan has a Waiting Period. Each Employee must wait until the first of the month following 60 days after he or she starts work before he or she is eligible for Coverage. Department Heads are exempt from this requirement.

D. Coverage For Retirees

A Subscriber who qualifies as a Retiree may still be an eligible Employee under this EOC after leaving full time employment. A Retiree is a Subscriber who:

- Retires from full time employment with Employer;
- Meet the Employer's retirement plan rules for a normal retirement; and
- Is under age 65 at the time he or she retires.

Retirees may be required to pay a portion of the Payment to the Employer. Dependents of Retirees may continue Coverage after the Retiree ceases to be eligible. Check with the Employer for full details.

ENROLLMENT IN THE PLAN

Eligible Employees may enroll for Coverage for themselves and their eligible dependents as set forth in this section. No person is eligible to re-enroll if the Plan previously terminated his or her Coverage for cause.

A. Initial Enrollment Period

Eligible Employees may enroll for Coverage for themselves and their eligible dependents within the first 31 days after becoming eligible for Coverage. The Subscriber must: (1) include all requested information; (2) sign; and (3) submit an enrollment form to the administrator during that initial enrollment period.

B. Open Enrollment Period

Eligible Employees shall be entitled to apply for Coverage for themselves and eligible dependents during their Employer's Open Enrollment Period. The eligible Employee must: (1) include all requested information; (2) sign; and (3) submit an Enrollment Form to the administrator during that Open Enrollment Period. Employees who become eligible for Coverage other than during an Open Enrollment Period may apply for Coverage for themselves and eligible dependents within 31 days of becoming eligible for Coverage, or during a subsequent Open Enrollment Period.

C. Adding Dependents

A Subscriber may add a dependent who became eligible after the Subscriber enrolled as follows:

1. A newborn child of the Subscriber or the Subscriber's spouse is Covered from the moment of birth. A legally adopted child, including children placed with You for the purpose of adoption, will be Covered as of the date of adoption or placement for adoption. Children for whom the Subscriber or the Subscriber's spouse has been appointed legal guardian by a court of competent jurisdiction, will be Covered from the moment the child is placed in the Subscriber's physical custody. The Subscriber must enroll that child within 31 days of the date that the Subscriber acquires the child.

If the Subscriber fails to do so, and an additional Payment is required to cover a newborn or newly acquired child, the Plan will not provide Coverage for that child after 31 days from the date the Subscriber or the

Subscriber's spouse acquired the child. If no additional Payment is required to provide Coverage to the child, the Subscriber's failure to enroll the child does not make the child ineligible for Coverage.

However, the Plan cannot add the newborn or newly acquired child to the Subscriber's Coverage until notified. This may delay claims processing.

2. If the legally adopted (or placed) child has Coverage of his or her medical expenses from a public or private agency or entity, the Subscriber may not add the child until that coverage ends. Any other new dependent, (e.g., if the Subscriber marries) may be added as a Covered Dependent if the Subscriber completes and submits a signed Enrollment Form to the administrator within 31 days of the date that person first becomes eligible for Coverage.
3. An Employee or eligible dependent who did not apply for Coverage within 31 days of first becoming eligible for Coverage under this Plan may enroll if:
 - a. He or she had other coverage at the time Coverage under this Plan was previously offered; and
 - b. He or she stated, in writing, at the time Coverage under this Plan was previously offered, that such other coverage was the reason for declining Coverage under this Plan; and
 - c. such other coverage is;
 - (1) COBRA and the COBRA coverage is exhausted; or
 - (2) Non-COBRA and
 - (a) You lose eligibility under the other coverage (other than for a failure to pay premiums); or
 - (b) Employer contributions for the other coverage ended; and
 - d. He or she applies for Coverage under this Plan and the administrator receives the change form within 31 days after the loss of the other coverage.

D. Late Enrollment

Employees or their dependents who do not enroll when becoming eligible for Coverage under (A), (B) or (C), above may enroll:

1. During a subsequent Open Enrollment Period; or
2. If the Employee acquires a new dependent, and he or she applies for Coverage within 31 days.

E. Enrollment upon Change in Status

If You have a change in status, You may be eligible to change Your Coverage other than during the Open Enrollment Period. Subscribers must, within the time-frame set forth below, submit a change form to the Group representative to notify the Plan of any changes in status for themselves or for a Covered Dependent. Any change in Your elections must be consistent with the change in status.

1. You must request the change within 31 days of the change in status for the following events: (1) marriage or divorce; (2) death of the Employee's spouse or dependent; (3) change in dependency status; (4) Medicare eligibility; (5) coverage by another Payor; (6) birth or adoption of a child of the Employee; (7) termination of employment, or commencement of employment, of the Employee's spouse; (8) switching from part-time to full-time, or from full-time to part-time status by the Employee or the Employee's spouse; (9) taking an unpaid leave of absence by the Employee or the Employee's spouse, or returning from unpaid leave of absence; (10) significant change in the health coverage of the Employee or the Employee's spouse attributable to the spouse's employment.
2. You must request the change within 60 days of the change in status for the following events: (1) loss of eligibility for Medicaid or CHIP coverage, or (2) becoming eligible to receive a subsidy for Medicaid or CHIP coverage.

WHEN COVERAGE BEGINS

If You are eligible, have enrolled and have paid or had the Payment for Coverage paid on Your behalf, Coverage under this EOC shall become effective on the earliest of the following dates, subject to the Actively at Work Rule set out below:

A. Effective Date of ASA

Coverage shall be effective on the effective date of the ASA, if all eligibility requirements are met as of that date; or

B. Enrollment During an Open Enrollment Period

Coverage shall be effective on the first day of the month following the Open Enrollment Period, unless otherwise agreed to by Employer; or

C. Enrollment During an Initial Enrollment Period

Coverage shall be effective on the day of the month indicated on the Employee's Enrollment Form, following the administrator's receipt of the Employee's Enrollment Form; or

D. Newly Eligible Employees

Coverage shall be effective on the date of eligibility as specified in the ASA; or

E. Newly Eligible Dependents

- (1) Dependents acquired as the result of Employee's marriage – Coverage will be on the day of the marriage, unless otherwise agreed to by Employer and the administrator;
- (2) Newborn children of the Employee or Employee's spouse- Coverage will be effective as of the date of birth;
- (3) Dependents adopted or placed for adoption with Employee – Coverage will be effective as of the date of adoption or placement for adoption, whichever is first.

For Coverage to be effective, the dependent must be enrolled, and the administrator must receive any required payment for the Coverage, as set out in the "Enrollment" section; or

F. Actively at Work Rule

If an eligible Employee is not Actively at Work on the date Coverage would otherwise become effective, Coverage for the Employee and all his or her Covered Dependents will be deferred until the date the Employee is Actively at Work. An Employee who is not at work on the date Coverage would otherwise become effective due to a health-related factor shall be treated as Actively At Work for purposes of determining eligibility. This is not applicable if the eligible Employee is an eligible Retiree.

WHEN COVERAGE ENDS

A. Termination or Modification of Coverage by BlueCross or the Employer

BlueCross or the Employer may modify or terminate the ASA. Notice to the Employer of the termination or modification of the ASA is deemed to be notice to all Members Covered under the Plan. The Employer is responsible for notifying You of such a termination or modification of Your Coverage.

All Members' Coverage through the ASA will change or terminate at 12:00 midnight on the date of such modification or termination. The Employer's failure to notify You of the modification or termination of Your Coverage does not continue or extend Your Coverage beyond the date that the ASA is modified or terminated. You have no vested right to Coverage under this EOC following the date of the termination of the ASA.

B. Termination of Coverage Due to Loss of Eligibility

Your Coverage will terminate if You do not continue to meet the eligibility requirements agreed to by the Employer and the administrator during the term of the ASA. Coverage for a Member who has lost his or her eligibility shall automatically terminate at 12:00 midnight on the last day of the month during which that loss of eligibility occurred.

C. Termination or Rescission of Coverage

The Plan may terminate Your Coverage if:

1. You fail to make a required Member payment when it is due. (The fact that You have made a Payment contribution to the Employer will not prevent the administrator from terminating Your Coverage if the Employer fails to submit the full Payment for Your Coverage to the administrator when due); or
2. You fail to cooperate with the Plan or Employer as required; or

3. You have made a misrepresentation of fact or committed fraud against the Plan. This provision includes, but is not limited to, furnishing incorrect or misleading information or permitting the improper use of the membership ID card.

At its discretion, the Plan may terminate or Rescind Coverage if You have made an intentional misrepresentation of material fact or committed fraud in connection with Coverage. If applicable, the Plan will return all Premiums paid after the termination date less claims paid after that date. If claims paid after the termination date are more than Premiums paid after that date, the Plan has the right to collect that amount from You or Your terminated dependents to the extent allowed by law. You will be notified thirty (30) days in advance of any Rescission.

D. Right to Request a Hearing

You may appeal the termination of Your Coverage or Rescission of Your Coverage, as explained in the Grievance Procedure section of this EOC. The fact that You have appealed shall not postpone or prevent the Plan from terminating Your Coverage. If Your Coverage is reinstated as part of the Grievance Procedure, You may submit any claims for services rendered after Your Coverage was terminated to the Plan for consideration in accordance with the Claims Procedure section of this EOC.

E. Payment For Services Rendered After Termination of Coverage

If You receive Covered Services after the termination of Your Coverage, the Plan may recover the amount paid for such Services from You, plus any costs of recovering such Charges, including its attorneys' fees.

F. Extended Benefits

If You are hospitalized on the date the ASA is terminated, benefits for Hospital Services will be provided for: (1) 60 days; (2) until You are covered under another Plan; or (3) until You are discharged, whichever occurs first. The provisions of this paragraph will not apply to a newborn child of a Subscriber if an application for Coverage for that child has not been made within 31 days following the child's birth.

CONTINUATION OF COVERAGE

Federal Law

If the ASA remains in effect, but Your Coverage under this EOC would otherwise terminate, the Employer may offer You the right to continue Coverage. This right is referred to as “COBRA Continuation Coverage” and may occur for a limited time subject to the terms of this Section and the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA.)

1. Eligibility

If You have been Covered by the Plan on the day before a qualifying event, You may be eligible for COBRA Continuation Coverage. The following are qualifying events for such Coverage:

- a. Subscribers. Loss of Coverage because of:
 - (1) The termination of employment except for gross misconduct.
 - (2) A reduction in the number of hours worked by the Subscriber.
- b. Covered Dependents. Loss of Coverage because of:
 - (1) The termination of the Subscriber’s Coverage as explained in subsection (a), above.
 - (2) The death of the Subscriber.
 - (3) Divorce or legal separation from the Subscriber.
 - (4) The Subscriber becomes entitled to Medicare.
 - (5) A Covered Dependent reaches the Limiting Age.

2. Enrolling for COBRA Continuation Coverage

The administrator, acting on behalf of the Employer, shall notify You of Your rights to enroll for COBRA Continuation Coverage after:

- a. The Subscriber’s termination of employment, reduction in hours worked, death or entitlement to Medicare coverage; or
- b. The Subscriber or Covered Dependent notifies the Employer, in writing, within

60 days after any other qualifying event set out above.

You have 60 days from the later of the date of the qualifying event or the date that You receive notice of the right to COBRA Continuation Coverage to enroll for such Coverage. The Employer or the administrator will send the forms that should be used to enroll for COBRA Continuation Coverage. If You do not send the Enrollment Form to the Employer within that 60-day period, You will lose Your right to COBRA Continuation Coverage under this Section. If You are qualified for COBRA Continuation Coverage and receive services that would be Covered Services before enrolling and submitting the Payment for such Coverage, You will be required to pay for those services. The Plan will reimburse You for Covered Services, less required Member payments, after You enroll and submit the Payment for Coverage, and submit a claim for those Covered Services as set forth in the Claim Procedure section of this EOC.

3. Payment

You must submit any Payment required for COBRA Continuation Coverage to the administrator at the address indicated on Your Payment notice. If You do not enroll when first becoming eligible, the Payment due for the period between the date You first become eligible and the date You enroll for COBRA Continuation Coverage must be paid to the Employer (or to the administrator, if so directed by the Employer) within 45 days after the date You enroll for COBRA Continuation Coverage. After enrolling for COBRA Continuation Coverage, all Payments are due and payable on a monthly basis as required by the Employer. If the Payment is not received by the administrator on or before the due date, Coverage will be terminated, for cause, effective as of the last day for which Payment was received as explained in the Termination of Coverage Section. The administrator may use a third party vendor to collect the COBRA Payment.

4. Coverage Provided

If You enroll for COBRA Continuation Coverage You will continue to be Covered under the Plan and this EOC. The COBRA Continuation Coverage is subject to the conditions, limitations and exclusions of this EOC and the Plan. The Plan and the Employer may agree to change the ASA and/or this EOC. The Employer may also decide to change administrators. If this happens after You

enroll for COBRA Continuation Coverage, Your Coverage will be subject to such changes.

5. Duration of Eligibility for COBRA Continuation Coverage

COBRA Continuation Coverage is available for a maximum of:

- a. 18 months if the loss of Coverage is caused by termination of employment or reduction in hours of employment; or
- b. 29 months of Coverage. If, as a qualified beneficiary who has elected 18 months of COBRA Continuation Coverage, You are determined to be disabled within the first 60 days of COBRA Continuation Coverage, You can extend Your COBRA Continuation Coverage for an additional 11 months, up to 29 months. Also, the 29 months of COBRA Continuation Coverage is available to all non-disabled qualified beneficiaries in connection with the same qualifying event. "Disabled" means disabled as determined under Title II or XVI of the Social Security Act. In addition, the disabled qualified beneficiary or any other non-disabled qualified beneficiary affected by the termination of employment qualifying event must.
 - (1) Notify the Employer or the administrator of the disability determination within 60 days after the determination of disability, and before the close of the initial 18-month Coverage period; and
 - (2) Notify the Employer or the administrator within 30 days of the date of a final determination that the qualified beneficiary is no longer disabled; or
- c. 36 months of Coverage if the loss of Coverage is caused by:
 - (1) the death of the Subscriber;
 - (2) loss of dependent child status under the Plan;
 - (3) the Subscriber becomes entitled to Medicare; or
 - (4) divorce or legal separation from the Subscriber; or
- d. 36 months for other qualifying events. If a Covered Dependent is eligible for 18

months of COBRA Continuation Coverage as described above, and there is a second qualifying event (e.g., divorce), You may be eligible for 36 months of COBRA Continuation Coverage from the date of the first qualifying event.

6. Termination of COBRA Continuation Coverage

After You have elected COBRA Continuation Coverage, that Coverage will terminate either at the end of the applicable 18, 29 or 36 month eligibility period or, before the end of that period, upon the date that:

- a. The Payment for such Coverage is not submitted when due; or
- b. You become Covered as either a Subscriber or dependent by another group health care plan, and that coverage is as good as or better than the COBRA Continuation Coverage; or
- c. The ASA is terminated; or
- d. You become entitled to Medicare Coverage; or
- e. The date that You, otherwise eligible for 29 months of COBRA Continuation Coverage, are determined to no longer be disabled for purposes of the COBRA law.

7. Continued Coverage During a Family and Medical Leave Act (FMLA) Leave of Absence

Under the Family and Medical Leave Act, Subscribers may be able to take:

- up to 12 weeks of unpaid leave from employment due to certain family or medical circumstances, or
- in some instances, up to 26 weeks of unpaid leave if related to certain family members' military service related hardships.

Contact the Employer to find out if this provision applies. If it does, Members may continue health coverage during the leave, but must continue to pay the conversion options portion of the premium that the Subscriber would pay if he or she were actively working. Coverage will be subject to suspension or cancellation if the Subscriber fails to pay the premium on time. If the Subscriber takes a leave and Coverage is

cancelled for any reason during that leave, Members may resume Coverage when the Subscriber returns to work without waiting for an Open Enrollment Period.

8. Continued Coverage During a Military Leave of Absence

A Subscriber may continue his or her Coverage and Coverage for his or her Dependents during military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. When the Subscriber returns to work from a military leave of absence, the Subscriber will be given credit for the time the Subscriber was Covered under the Plan prior to the leave. Check with the Employer to see if this provision applies. If it does, Members may continue health coverage during the leave, but must continue to pay the conversion options portion of the premium that the Subscriber would pay if he or she were actively working. Coverage will be subject to suspension or cancellation if the Subscriber fails to pay the premium on time.

9. The Trade Adjustment Assistance Reform Act of 2002

The Trade Adjustment Assistance Reform Act of 2002 (TAARA) may have added to Your COBRA rights. If You lost Your job because of import competition or shifts of production to other countries, You may have a second COBRA Continuation election period. If You think this may apply to You, check with the Employer or the Department of Labor.

10. Additional Leaves – Check with Your Employer

- (1) Up to 12 months of continuation during periods of Employer-approved unpaid leave (this would be leave other than FMLA leave, which of course would still be Covered).
- (2) Up to 12 months of continuation when an Employee is disabled.

PRIOR AUTHORIZATION, CARE MANAGEMENT, MEDICAL POLICY AND PATIENT SAFETY

BlueCross BlueShield of Tennessee provides services to help manage Your care including, performing Prior Authorization of certain services to ensure they are Medically Necessary, Concurrent Review of hospitalization, discharge planning, Care Management and specialty programs, such as transplant case management. BlueCross also provides Utilization Policies.

BlueCross does not make medical treatment decisions under any circumstances. You may always elect to receive services that do not comply with BlueCross' Care Management requirements or Utilization Policies, but doing so may affect the Coverage of such services.

A. Prior Authorization

BlueCross must Authorize some Covered Services in advance in order for those Covered Services to be paid at the Maximum Allowable Charge without Penalty. Obtaining Prior Authorization is not a guarantee of Coverage. All provisions of the EOC must be satisfied before Coverage for services will be provided.

Services that require Prior Authorization include, but are not limited to:

- Inpatient Hospital and Inpatient Hospice stays (except initial maternity admission and Emergency admissions)
- Skilled nursing facility and rehabilitation facility admissions
- Certain outpatient Surgeries and/or procedures
- Certain air ambulance services
- Certain Specialty Drugs
- Certain Prescription Drugs (if Covered by a prescription drug card)
- Certain Behavioral Health Services
- Certain Advanced Radiological Imaging services
- Certain Durable Medical Equipment (DME)
- Certain Prosthetics
- Certain Orthotics
- Certain genetic testing
- Notice of changes to the Prior Authorization list will be made via Our web site and the Member newsletter. For the most current list of services that require Prior Authorization, call Our consumer advisors or visit Our web site at bcbst.com.

If You are receiving services from a Network Provider in Tennessee, and those services require a Prior Authorization, the

Network Provider is responsible for obtaining Prior Authorization. If the Network Provider fails to obtain Prior Authorization, You are not responsible for any Penalty or reduction in benefits, unless You have signed a document agreeing to pay for the service regardless of Coverage.

If You are receiving Inpatient Facility services from a Network Provider outside of Tennessee, and those services require a Prior Authorization, the Network Provider is responsible for obtaining Prior Authorization. If the Network Provider fails to obtain Prior Authorization, You are not responsible for any Penalty or reduction in benefits, unless You have signed a document agreeing to pay for the service regardless of Coverage.

If You are receiving any services, other than Inpatient Facility services, from a Network Provider outside of Tennessee, and those services require a Prior Authorization, You are responsible for obtaining Prior Authorization. If You fail to obtain Prior Authorization, Your benefits may be reduced.

If You are receiving services from an Out-of-Network Provider, and those services require a Prior Authorization, You are responsible for obtaining Prior Authorization. If You fail to obtain Prior Authorization, Your benefits may be reduced.

BlueCross may Authorize some services for a limited time. BlueCross must review any request for additional days or services.

B. Care Management

A number of Care Management programs are available to You across the care spectrum, including those for low-risk health conditions, behavioral health conditions, substance use disorders and/or certain complicated medical or behavioral health needs.

Care Management personnel will work with You, Your family, Your doctors and other health care Providers, to coordinate care, provide education and support and to identify the most appropriate care setting. Depending on the level of Care Management needed, Our personnel will maintain regular contact with You, throughout treatment, coordinate clinical and health plan Coverage

matters, and help You and Your family utilize available community resources.

After evaluation of the Your condition, BlueCross may, at its discretion, determine that alternative treatment is Medically Necessary and Medically Appropriate.

In that event, We may elect to offer alternative benefits for services not otherwise specified as Covered Services in “Attachment A: Covered Services and Exclusions”. Such benefits shall not exceed the total amount of benefits under this EOC and will only be offered in accordance with a written case management or alternative treatment plan agreed to by Your attending physician and BlueCross.

Emerging Health Care Programs -- Care Management is continually evaluating emerging health care programs. These are processes that demonstrate potential improvement in access, quality, efficiency, and Member satisfaction. When We approve an emerging health care program, approved services provided through that program are Covered, even though they may normally be excluded under this EOC.

Care Management services, emerging health care programs and alternative treatment plans may be offered to eligible Members on a case-by-case basis to address their unique needs. Under no circumstances does a Member acquire a vested interest in continued receipt of a particular level of benefits. Offer or confirmation of Care Management services, emerging health care programs or alternative treatment plans to address a Member’s unique needs in one instance shall not obligate the Plan to provide the same or similar benefits for any other Member.

C. Medical Policy

BlueCross medical policies address existing, new, and emerging medical technologies and services.

Medical policies are based on an evidence-based research process that seeks to determine the scientific merit and research support for particular medical technologies and services. Determinations with respect to technologies are made using technology evaluation criteria. “Technology” or “Technologies” include devices, procedures, medications, and other existing and emerging medical services.

Medical policies state whether a Technology is Medically Necessary, Investigational or cosmetic. As technologies change and improve, and as

Members’ needs change, We may reevaluate and change medical policies without formal notice. Visit bcbst.com/mpm to review Our medical policies.

Medical policies sometimes define certain terms. If the definition of a term defined in a medical policy differs from a definition in this EOC, the medical policy definition controls.

D. Patient Safety

If You have a concern with the safety or quality of care You received from a Network Provider, please call Us at the number on the membership ID card. Your concern will be noted and investigated by Our Clinical Risk Management department.

HEALTH AND WELLNESS SERVICES

BlueCross provides You with resources to help improve and manage Your health. To learn more about these resources, login at bcbst.com or call the number on the back of your Member ID card.

Personal Health Assessment – This assessment tool helps You understand certain health risks and what You can do to reduce them with a personalized wellness report.

Decision Support Tools – With these resources, You can get help with handling health issues, formulate questions to ask Your doctor, understand symptoms and explore health topics and wellness tips that matter to You most.

Digital Self-Guided Programs – Our interactive and educational digital self-guided programs help to inform You about common health and wellness concerns and how to control them.

Health Trackers – The health trackers program provides You tools and reminders to keep up with Your diet and exercise habits. Progress reminders can be sent through Your preferred communications channel via mail, email, phone or text messaging.

Blue365® Member Discount Program – The Blue365 member discount program provides savings on a range of health-related products and services. For more information, login at bcbst.com.

Fitness Your Way™ – Fitness Your Way is a discount fitness program that is intended to help You get and stay fit with a nationwide network of fitness facilities as well as live and recorded virtual fitness classes. You also have access to discounts for complementary and alternative medicine services.

Chronic Care Management – This program provides Members with coronary artery disease, chronic obstructive pulmonary disease, congestive heart failure, diabetes, asthma and depression access to extra resources and personalized attention. To speak with a nurse about one of these chronic conditions, call 1-800-818-8581 or for hearing impaired dial TTY 1-888-308-7231.

24/7 Nurseline – This feature provides You 24/7 access to nurses through telephone or web chat that can help with symptom assessment, general information, self-care education and personalized support. Connect to a nurse by phone at 1-800-818-8581, for hearing impaired TTY 1-888-308-7231 or by logging in at bcbst.com.

INTER-PLAN ARRANGEMENTS

1. Out-of-Area Services

Overview

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called “Inter-Plan Arrangements.” These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever You access healthcare services outside the geographic area We serve, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

When You receive care outside of Our service area, You will receive it from one of two kinds of providers. Most providers (“participating providers”) contract with the local Blue Cross and/or Blue Shield Plan in that geographic area (“Host Blue”). Some providers (“nonparticipating providers”) don’t contract with the Host Blue. We explain below how We pay both kinds of providers.

Inter-Plan Arrangements Eligibility – Claim Types

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all Dental Care Benefits except when paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by Us to provide the specific service or services.

A. BlueCard® Program

Under the BlueCard® Program, when You receive Covered Services within the geographic area served by a Host Blue, We will remain responsible for doing what We agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating providers.

When You receive Covered Services outside Our service area and the claim is processed through the BlueCard Program, the amount You pay for Covered Services is calculated based on the lower of:

- The billed charges for Covered Services; or

- The negotiated price that the Host Blue makes available to Us.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to Your healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with Your healthcare provider or provider group that may include types of settlements, incentive payments and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price We have used for Your claim because they will not be applied after a claim has already been paid.

B. Special Cases: Value-Based Programs

• BlueCard® Program

If You receive Covered Services under a Value-Based Program inside a Host Blue’s service area, You will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to Us through average pricing or fee schedule adjustments. Additional information is available upon request.

• Value-Based Program Definitions

Accountable Care Organization (ACO):
A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

Care Coordination: Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member’s healthcare needs across the continuum of care.

Care Coordinator: An individual within a provider organization who facilitates Care Coordination for patients.

Care Coordination Fee: A fixed amount paid by a Blue Cross and/or Blue Shield Licensee to providers periodically for Care Coordination under a Value-Based Program.

Global Payment/Total Cost of Care: A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

Negotiated Arrangement, a.k.a., Negotiated National Account Arrangement: An agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard Program.

Patient-Centered Medical Home (PCMH): A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

Provider Incentive: An additional amount of compensation paid to a healthcare provider by a Blue Cross and/or Blue Shield Plan, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

Shared Savings: A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

Value-Based Program (VBP): An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

C. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BlueCross will include any such surcharge, tax or other fee as part of the claim charge passed on to You.

D. Nonparticipating Providers Outside Our Service Area

1. Member Liability Calculation

When Covered Services are provided outside of Our service area by nonparticipating providers, the amount You pay for such services will normally be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable law. In these situations, You may be responsible for the difference between the amount that the nonparticipating provider bills and the payment We will make for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network emergency services.

2. Exceptions

In certain situations, We may use other payment methods, such as billed charges for Covered Services, the payment We would make if the healthcare services had been obtained within Our service area, or a special negotiated payment to determine the amount We will pay for services provided by nonparticipating providers. In these situations, You may be liable for the difference between the amount that the nonparticipating provider bills and the payment We will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services, certain services provided by out-of-network providers at in-network facilities, and out-of-network air ambulance services will be governed by applicable federal and state law.

E. Blue Cross Blue Shield Global® Core

If You are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard

service area”), You may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists You with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when You receive care from providers outside the BlueCard service area, You will typically have to pay the providers and submit the claims Yourself to obtain reimbursement for these services.

If You need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, You should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**

In most cases, if You contact the service center for assistance, hospitals will not require You to pay for covered inpatient services, except for Your cost-share amounts. In such cases, the hospital will submit Your claims to the service center to begin claims processing. However, if You paid in full at the time of service, You must submit a claim to receive reimbursement for Covered Services.

You must contact Us to obtain precertification for non-emergency inpatient services.

- **Outpatient Services**

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require You to pay in full at the time of service. You must submit a claim to obtain reimbursement for Covered Services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When You pay for Covered Services outside the BlueCard service area, You must submit a claim to obtain

reimbursement. For institutional and professional claims, You should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider’s itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of Your claim. The claim form is available from Us, the service center or online at www.bcbsglobalcore.com. If You need assistance with Your claim submission, You should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

CLAIMS AND PAYMENT

When You receive Covered Services, either You or the Provider must submit a claim form to Us. We will review the claim, and let You or the Provider know if We need more information before We pay or deny the claim. We follow Our internal administration procedures when We adjudicate claims.

A. Claims.

Federal regulations use several terms to describe a claim: pre-service claim; post-service claim; and a claim for Urgent Care.

1. A pre-service claim is any claim that requires approval of a Covered Service in advance of obtaining medical care as a condition of receipt of a Covered Service, in whole or in part.
2. A post-service claim is a claim for a Covered Service that is not a pre-service claim – the medical care has already been provided to You. Only post-service claims can be billed to the Plan, or You.
3. Urgent Care is medical care or treatment that, if delayed or denied, could seriously jeopardize: (1) the life or health of the claimant; or (2) the claimant's ability to regain maximum function. Urgent Care is also medical care or treatment that, if delayed or denied, in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the medical care or treatment. A claim for denied Urgent Care is always a pre-service claim.

B. Claims Billing.

1. You should not be billed or charged for Covered Services rendered by Network Providers, except for required Member Payments. The Network Provider will submit the claim directly to Us.
2. You may be charged or billed by an Out-of-Network Provider for Covered Services rendered by that Provider. If You use an Out-of-Network Provider, You may be responsible for the difference between Billed Charges and the Maximum Allowable Charge for a Covered Service. You are also responsible for complying with any of the Plan's medical management policies

or procedures (including obtaining Prior Authorization of such Services, when necessary).

- a. If You are charged or receive a bill, You must submit a claim to Us.
 - b. To be reimbursed, You must submit the claim within 1 year and 90 days from the date a Covered Service was received. If You do not submit a claim within the 1 year and 90 day time period, it will not be paid. If it is not reasonably possible to submit the claim within the 1 year and 90 day time period, the claim will not be invalidated or reduced.
3. Not all Covered Services are available from Network Providers. There may be some Provider types that We do not contract with. These Providers are called Non-Contracted Providers. Claims for services received from Non-Contracted Providers are handled as described in sections 2. a. and b. above. You are also responsible for complying with any of the Plan's medical management policies or procedures (including, obtaining Prior Authorization of such Services, when necessary).
 4. You may request a claim form from Our customer service department. We will send You a claim form within 15 days. You must submit proof of payment acceptable to Us with the claim form. We may also request additional information or documentation if it is reasonably necessary to make a Coverage decision concerning a claim.
 5. A Network Provider or an Out-of-Network Provider may refuse to render a service, or reduce or terminate a service that has been rendered, or require You to pay for what You believe should be a Covered Service. If this occurs:
 - a. You may submit a claim to Us to obtain a Coverage decision concerning whether the Plan will Cover that service. For example, if a pharmacy (1) does not provide You with a prescribed medication; or (2) requires You to pay for that prescription, You may submit a claim to the Plan to obtain a Coverage decision about whether it is Covered by the Plan.

- b. You may request a claim form from Our customer service department. We will send You a claim form within 15 days. We may request additional information or documentation if it is reasonably necessary to make a Coverage decision concerning a claim.
- 6. Providers may bill or charge for Covered Services differently. Network Providers are reimbursed based on Our agreement with them. Different Network Providers have different reimbursement rates for different services. Your Out-of-Pocket expenses can be different from Provider to Provider.

C. Payment.

- 1. If You received Covered Services from a Network Provider, the Plan will pay the Network Provider directly. You authorize assignment of benefits to that Network Provider. Covered Services will be paid at the In-Network Benefit level. If You have paid that Provider for the same claim, You must request a refund from that Provider.
- 2. Out-of-Network Providers and Non-Contracted Providers may or may not file Your claims for You. A completed claim form for Covered Services must be submitted in a timely manner. After a completed claim form has been submitted, the Plan will pay the Provider directly for Covered Services, unless You submit proof of payment to Us before payment is made to the Provider. You authorize assignment of benefits to the Provider. If the Plan pays the Provider and You have paid that Provider for the same claim, You must request a refund from that Provider. You may be responsible for any unpaid Billed Charges. The Plan's payment fully discharges its obligation related to that claim.
- 3. If the ASA is terminated, all claims for Covered Services rendered prior to the termination date, must be submitted to the Plan within 1 year and 90 days from the date the Covered Services were received.
- 4. We will pay benefits according to the Plan within 30 days after We receive a claim form that is complete. Claims are

processed in accordance with current industry standards, and based on Our information at the time We receive the claim form. Neither the Plan nor We are responsible for over or under payment of claims if Our information is not complete or is inaccurate. We will make reasonable efforts to obtain and verify relevant facts when claim forms are submitted.

- 5. When a claim is paid or denied, in whole or part, We will produce a Claim Summary. This will describe how much was paid to the Provider, and also any amounts You owe to that Provider. The administrator will make the Claim Summary available to You at www.bcbst.com, or You can obtain it at no cost by calling the customer service department at the number listed on Your membership ID card.
- 6. You are responsible for paying any applicable Copayments, Coinsurance, or Deductible amounts to the Provider. If We pay such amounts to a healthcare provider on Your behalf, We may collect those cost-sharing amounts directly from You.

Payment for Covered Services is more fully described in Attachment C: Schedule of Benefits.

D. Complete Information.

Whenever You need to file a claim Yourself, We can process it for You more efficiently if You complete a claim form. This will ensure that You provide all the information needed. Most Providers will have claim forms or You can request them from Us by calling Our customer service department at the number listed on the membership ID card.

Mail all claim forms to:

BlueCross BlueShield of Tennessee
Claims Service Center
1 Cameron Hill Circle, Suite 0002
Chattanooga, Tennessee 37402-0002

COORDINATION OF BENEFITS

- (1) This EOC includes the following Coordination of Benefits (COB) provision, which applies when a Member has coverage under more than one group contract or health care "Plan." Rules of this Section determine whether the benefits available under this EOC are determined before or after those of another Plan. In no event, however, will benefits under this EOC be increased because of this provision.

If this COB provision applies, the order of benefits determination rules should be looked at first. Those rules determine whether the Plan's benefits are determined before or after those of another Plan.

1. Definitions

The following terms apply to this provision:

- a. "Plan" means any form of medical or dental coverage with which coordination is allowed. "Plan" includes:
 - (1) group, blanket, or franchise insurance;
 - (2) a group BlueCross Plan, BlueShield Plan;
 - (3) group or group-type coverage through HMOs or other prepayment, group practice and individual practice plans;
 - (4) coverage under labor management trust Plans or employee benefit organization Plans;
 - (5) coverage under government programs to which an employer contributes or makes payroll deductions;
 - (6) coverage under a governmental Plan or coverage required or provided by law;
 - (7) medical benefits coverage in group, group-type, and individual automobile "no-fault" and traditional automobile "fault" type coverages;
 - (8) coverage under Medicare and other governmental benefits; and
 - (9) any other arrangement of health coverage for individuals in a group.
- b. "Plan" does not include individual or family:
 - (1) Insurance contracts;

- (2) Subscriber contracts;
- (3) Coverage through Health Maintenance (HMO) organizations;
- (4) Coverage under other prepayment, group practice and individual practice plans;
- (5) Public medical assistance programs (such as TennCaresm);
- (6) Group or group-type hospital indemnity benefits of \$100 per day or less;
- (7) School accident-type coverages.

Each Contract or other arrangement for coverage is a separate Plan. Also, if an arrangement has two parts and COB rules apply to only one of the two, each of the parts is a separate Plan.

- c. "This Plan" refers to the part of the employee welfare benefit plan under which benefits for health care expenses are provided.

The term "Other Plan" applies to each arrangement for benefits or services, as well as any part of such an arrangement that considers the benefits and services of other contracts when benefits are determined.

- d. Primary Plan/Secondary Plan.

- (1) The order of benefit determination rules state whether This Plan is a "Primary Plan" or "Secondary Plan" as to another plan covering You.
- (2) When This Plan is a Primary Plan, its benefits are determined before those of the Other Plan. We do not consider the Other Plan's benefits.
- (3) When This Plan is a Secondary Plan, its benefits are determined after those of the Other Plan and may be reduced because of the Other Plan's benefits.
- (4) When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more Other Plans, and may be a Secondary Plan as to a different Plan or Plans.

- e. "Allowable Expense" means a necessary, reasonable and customary item of expense when the item of expense is covered at least in part by one or more Plans covering the Member for whom the claim is made.

- (1) When a Plan provides benefits in the form of services, the reasonable cash value of a service is deemed to be both an Allowable Expense and a benefit paid.
 - (2) We will determine only the benefits available under This Plan. You are responsible for supplying Us with information about Other Plans so We can act on this provision.
- f. "Claim Determination Period" means a Calendar Year. However, it does not include any part of a year during which You have no coverage under This Plan or any part of a year prior to the date this COB provision or a similar provision takes effect.
2. Order of Benefit Determination Rules
- This Plan determines its order of benefits using the first of the following rules that applies:
- a. Non-Dependent/Dependent

The benefits of the Plan that covers the person as an Employee, Member, or Subscriber (that is, other than as a Dependent) are determined before those of the Plan that covers the person as a Dependent, except that:

 - (1) if the person is also a Medicare beneficiary and,
 - (2) if the rule established by the Social Security Act of 1965 (as amended) makes Medicare secondary to the Plan covering the person as a Dependent of an active Employee, then the order of benefit determination shall be:
 - benefits of the Plan of an active Employee covering the person as a Dependent;
 - Medicare;
 - benefits of the Plan covering the person as an Employee, Member, or Subscriber.
 - b. Dependent Child/Parents Not Separated or Divorced

Except as stated in Paragraph (c) below, when This Plan and another Plan cover the same child as a Dependent of different persons, called "parents":

 - (1) The benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but
 - (2) If both parents have the same birthday, the benefits of the Plan that has covered one parent longer are determined before those of the Plan that has covered the other parent for a shorter period of time.
 - (3) However, if the Other Plan does not have the rule described immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the Other Plan will determine the order of benefits.
 - c. Dependent Child/Separated or Divorced Parents

If two or more Plans cover a person as a Dependent child of divorced or separated parents, benefits for the child are determined in this order:

 - (1) First, the Plan of the parent with custody of the child;
 - (2) Then, the Plan of the spouse of the parent with the custody of the child; and
 - (3) Finally, the Plan of the parent not having custody of the child.
 - (4) However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. The Plan of the other parent shall be the Secondary Plan. This paragraph does not apply with respect to any Claim Determination Period or Plan Year during which any benefits are actually paid or provided before the entity has that actual knowledge.
 - (5) If the specific terms of a court decree state that the parents shall

share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the Plans covering the child shall follow the order of benefit determination rules outlined in Paragraph 2(b), Dependent Child/Parents Not Separated or Divorced.

d. Active/Inactive Employee

The benefits of a Plan that covers a person as an Employee who is neither laid off nor retired are determined before those of a Plan which covers that person as a laid off or retired Employee. If the Other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this Rule is ignored.

e. Longer/Shorter Length of Coverage

If none of the above Rules determines the order of benefits, the benefits of the Plan that has covered an Employee, Member, or Subscriber longer are determined before those of the Plan that has covered that person for the shorter term.

- (1) To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended.
- (2) The start of the new Plan does not include:
 - A change in the amount or scope of a Plan's benefits;
 - A change in the entity that pays, provides, or administers the Plan's benefits; or
 - A change from one type of Plan to another (such as, from a single Employer Plan to that of a multiple Employer plan.)
- (3) The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a Member of the Group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

If the Other Plan does not contain provisions establishing the Order of Benefit Determination Rules, the benefits under the Other Plan will be determined first.

f. Plans with Excess and Other Non-conforming COB Provisions

Some Plans declare their coverage "in excess" to all Other Plans, "always Secondary," or otherwise not governed by COB rules. These Plans are called "Non-complying Plans."

Rules. This Plan coordinates its benefits with a Non-complying Plan as follows:

- (1) If This Plan is the Primary Plan, it will provide its benefits on a primary basis.
- (2) If This Plan is the Secondary Plan, it will provide benefits first, but the amount of benefits and liability of This Plan will be limited to the benefits of a Secondary Plan.
- (3) If the Non-complying Plan does not provide information needed to determine This Plan's benefits within a reasonable time after it is requested, This Plan will assume that the benefits of the Non-complying Plan are the same as the benefits of This Plan and provide benefits accordingly. However, this Plan must adjust any payments it makes based on such assumption whenever information becomes available as to the actual benefits of the Non-complying Plan.
- (4) If:
 - (a) The Non-complying Plan reduces its benefits so that the Member receives less in benefits than he or she would have received had the Complying Plan paid, or provided its benefits as the Secondary Plan, and the Non-complying Plan paid or provided its benefits as the Primary Plan; and
 - (b) Governing state law allows the right of subrogation set forth below;

then the Complying Plan shall advance to You or on Your behalf an amount equal to such difference. However, in no event shall the Complying Plan

advance more than the Complying Plan would have paid, had it been the Primary Plan, less any amount it previously paid. In consideration of such advance, the Complying Plan shall be subrogated to all Your rights against the Non-complying Plan. Such advance by the Complying Plan shall also be without prejudice it may have against the Non-complying Plan in the absence of such subrogation.

3. Effect on the Benefits of this Plan

This provision applies where there is a basis for a claim under This Plan and the Other Plan and when benefits of This Plan are determined as a Secondary Plan.

a. Benefits of This Plan will be reduced when the sum of:

- (1) the benefits that would be payable for the Allowable Expenses under This Plan, in the absence of this COB provision; and
- (2) the benefits that would be payable for the Allowable Expenses under the Other Plan(s), in the absence of provisions with a purpose similar to that of this COB provision, whether or not a claim for benefits is made;

exceeds Allowable Expenses in a Claim Determination Period. In that case, the benefits of This Plan will be reduced so that they and the benefits payable under the Other Plan(s) do not total more than Allowable Expenses.

b. When the benefits of This Plan are reduced as described above, each benefit is reduced proportionately and is then charged against any applicable benefit limit of This Plan.

c. The administrator will not, however, consider the benefits of the Other Plan(s) in determining benefits under This Plan when:

- (1) the Other Plan has a rule coordinating its benefits with those of This Plan and such rule states that benefits of the Other Plan will be determined after those of This Plan; and
- (2) the order of benefit determination rules requires Us to determine benefits before those of the Other Plan.

4. Right to Receive and Release Needed Information

Certain facts are needed to apply these COB rules. We have the right to decide which facts We need. We may get needed facts from, or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to pay the claim.

5. Facility of Payment

A payment under Another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount would then be treated as if it were a benefit paid under This Plan. We will not have to pay that amount again. The term "Payment Made" includes providing benefits in the form of services; in which case, Payment Made means reasonable cash value of the benefits provided in the form of services.

6. Right of Recovery

If the amount of the payments made by the Plan is more than it should have paid under this COB provision, it may recover the excess from one or more of:

- a. The persons it has paid or for whom it has paid;
- b. Insurance companies; or
- c. Other organizations.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

7. Are You Also Covered by Medicare?

If You are also Covered by Medicare, We follow the Medicare Secondary Payor (MSP) rules to determine Your benefits. If Your Employer has 20 or fewer employees, the MSP rules might not apply. Please contact customer service at the toll free number on Your membership ID card if You have any questions.

GRIEVANCE PROCEDURE

I. INTRODUCTION

Our Grievance procedure (the “Procedure”) is intended to provide a fair, quick and inexpensive method of resolving any and all Disputes with the Plan. Such Disputes include: any matters that cause You to be dissatisfied with any aspect of Your relationship with the Plan; any Adverse Benefit Determination concerning a Claim; or any other claim, controversy, or potential cause of action You may have against the Plan. Please contact the customer service department at the number listed on the membership ID card: (1) to file a Claim; (2) if You have any questions about this EOC or other documents related to Your Coverage (e.g., a Claim Summary, sometimes referred to as the Explanation of Benefits or Monthly Claims Statement); or (3) to initiate a Grievance concerning a Dispute.

1. This Procedure is the exclusive method of resolving any Dispute. Exemplary or punitive damages are not available in any Grievance or litigation, pursuant to the terms of this EOC. Any decision to award damages must be based upon the terms of this EOC.
2. The Procedure can only resolve Disputes that are subject to Our control.
3. You cannot use this Procedure to resolve a claim that a Provider was negligent. Network Providers are independent contractors. They are solely responsible for making treatment decisions in consultation with their patients. You may contact the Plan, however, to complain about any matter related to the quality or availability of services, or any other aspect of Your relationship with Providers.
4. You may request a form from the Plan to authorize another person to act on Your behalf concerning a Dispute.
5. We, the Plan and You may agree to skip one or more of the steps of this Procedure if it will not help to resolve the Dispute.
6. Any Dispute will be resolved in accordance with applicable Tennessee or Federal laws and regulations, the ASA and this EOC.

II. DESCRIPTION OF THE REVIEW PROCEDURES

A. Inquiry

An Inquiry is an informal process that may answer questions or resolve a potential

Dispute. You should contact the customer service department if You have any questions about how to file a Claim or to attempt to resolve any Dispute. Making an Inquiry does not stop the time period for filing a Claim or beginning a Dispute. You do not have to make an Inquiry before filing a Grievance.

B. First Level Grievance

You must submit a written request asking the Plan to reconsider an Adverse Benefit Determination, or take a requested action to resolve another type of Dispute (Your “Grievance”). You must begin the Dispute process within 180 days from the date We issue notice of an Adverse Benefit Determination from the Plan or from the date of the event that is otherwise causing You to be dissatisfied with the Plan. If You do not initiate a Grievance within 180 days of when We issue an Adverse Benefit Determination, We may raise Your failure to initiate a Grievance in a timely manner as a defense if You file a lawsuit against the Administrator later.

Contact the customer service department at the number listed on Your membership ID card for assistance in preparing and submitting Your Grievance. They can provide You with the appropriate form to use in submitting a Grievance. This is the first level Grievance procedure and is mandatory. BlueCross is a limited fiduciary for the first level Grievance.

1. Grievance Process

After We have received and reviewed Your Grievance, Our first level Grievance committee will meet to consider Your Grievance and any additional information that You or others submit concerning that Grievance. In Grievances concerning urgent care or pre-service Claims, We will appoint one or more qualified reviewer(s) to consider such Grievances. Individuals involved in making prior determinations concerning Your Dispute are not eligible to be voting members of the first level Grievance committee or reviewers. Such determinations shall be subject to the review standards applicable to ERISA plans, even if the Plan is not otherwise governed by ERISA.

2. Written Decision

The committee or reviewers will consider the information presented, and You will receive a written decision concerning Your Grievance as follows:

- (a) For a pre-service claim, within 30 days of receipt of Your request for review;
- (b) For a post-service claim, within 60 days of receipt of Your request for review; and
- (c) For a pre-service, urgent care claim, within 72 hours of receipt of Your request for review.

The decision of the Committee will be sent to You in writing and will contain:

- (a) A statement of the committee's understanding of Your Grievance;
- (b) The basis of the committee's decision; and
- (c) Reference to the documentation or information upon which the committee based its decision. You may receive a copy of such documentation or information, without charge, upon written request.

C. Second Level Grievance

You may file a written request for reconsideration with Us within ninety (90) days after We issue the first level Grievance committee's decision. This is called a second level Grievance. Information on how to submit a second level Grievance will be provided to You in the decision letter following the first level Grievance review.

If the Plan is governed by ERISA, You also have the right to bring a civil action against the Plan to obtain the remedies available pursuant to Sec. 502(a) of ERISA ("ERISA Actions") after completing the mandatory first level Grievance process.

The Plan may require You to exhaust each step of this Procedure in any Dispute that is not an ERISA Action:

Your decision concerning whether to file a second level Grievance has no effect on Your rights to any other benefits under the Plan. If You file a second level Grievance concerning an ERISA Action, the Plan agrees to toll any time defenses or restrictions affecting Your right to

bring a civil action against the Plan until the second level committee makes its decision. Any person involved in making a decision concerning Your Dispute (e.g. first level committee members) will not be a voting member of the second level Grievance committee.

1. Grievance Process

You may request an in-person or telephonic hearing before the second level Grievance committee. You may also request that the second level Grievance committee reconsider the decision of the first level committee, even if You do not want to participate in a hearing concerning Your Grievance. If You wish to participate, Our representatives will contact You to explain the hearing process and schedule the time, date and place for that hearing.

In either case, the second level committee will meet and consider all relevant information presented about Your Grievance, including:

- (a) Any new, relevant information that You submit for consideration; and
- (b) Information presented during the hearing. Second level Grievance committee members and You will be permitted to question each other and any witnesses during the hearing. You will also be permitted to make a closing statement to the committee at the end of the hearing.

2. Written Decision

After the hearing, the second level committee will meet in closed session to make a decision concerning Your Grievance. That decision will be sent to You in writing. The written decision will contain:

- (a) A statement of the second level committee's understanding of Your Grievance;
- (b) The basis of the second level committee's decision; and
- (c) Reference to the documentation or information upon which the second level committee based its decision. Upon written request, We will send You a copy of any such documentation or information, without charge.

D. Independent Review of Medical Necessity Determinations

If Your Grievance involves a Medical Necessity determination, or grievances with respect to Emergency Care Services rendered at an out-of-network hospital, items and services rendered by an Out-of-Network Provider at an in-network hospital (unless You agreed with the Provider prior to the services to accept out-of-network terms under regulatory requirements) and Authorized air ambulance services, then either: (1) after completion of the mandatory first level Grievance; or (2) after completion of the mandatory first level Grievance followed by completion of the second level Grievance, You may request that the Dispute be submitted to a neutral third party, selected by Us, to independently review and resolve such Dispute(s). If You request an independent review following the mandatory first level Grievance, You waive Your right to a second level Grievance and Your right to present oral testimony during the Grievance Process. Your request for independent review must be submitted in writing within 180 days after the date You receive notice of the decision. Receipt shall be deemed to have occurred no more than two days after the date of issuance of the decision. Any person involved in making a decision concerning Your Dispute will not be a voting member of the independent review panel or committee.

Your decision concerning whether to request independent review has no effect on Your rights to any other benefits under the Plan. If You request independent review of an ERISA Action, We agree to toll any time defenses or restrictions affecting Your right to bring a civil action against the Employer or Employer's Plan, until the independent reviewer makes its decision.

The Employer or Employer's Plan will pay the fee charged by the independent review organization and its reviewers if You request that the Plan submit a Dispute to independent review. You will be responsible for any other costs that You incur to participate in the independent review process, including attorney's fees.

We will submit the necessary information to the independent review entity within 5 business days after receiving Your request for review. We will provide copies of Your file, excluding any proprietary information to You, upon written request. The reviewer may also request additional medical information from You. You must submit any requested information, or

explain why that information is not being submitted, within 5 business days after receiving that request from the reviewer.

The reviewer must submit a written determination to Us and We will submit the determination to You within 45 days after receipt of the independent review request. In the case of a life threatening condition, the decision must be issued within 72 hours after receiving the review request. Except in cases involving a life-threatening condition, the reviewer may request an extension of up to 5 business days to issue a determination to consider additional information submitted by Us or You.

The reviewer's decision must state the reasons for the determination based upon: (1) the terms of this EOC and the ASA; (2) Your medical condition; and (3) information submitted to the reviewer. The reviewer's decision may not expand the terms of Coverage of the ASA.

No legal action shall be brought to recover under this EOC until 60 days after the claim has been filed. No such legal action shall be brought more than 3 years after the time the claim is required to be filed.
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DEFINITIONS

Defined terms are capitalized. When defined words are used in this EOC, they have the meaning set forth in this section.

1. **Actively At Work** – The performance of all of an Employee’s regular duties for the Employer on a regularly scheduled workday at the location where such duties are normally performed. Eligible Employees will be considered to be Actively At Work on a non-scheduled work day (which would include a scheduled vacation day) only if the Employee was Actively At Work on the last regularly scheduled work day.
2. **Acute** – An illness or injury that is both severe and of short duration.
3. **Administrative Services Agreement or ASA** – The arrangements between the administrator and the Employer, including any amendments, and any attachments to the ASA or this EOC.
4. **Advanced Radiological Imaging** – Services such as MRIs, CT scans, PET scans, nuclear medicine and similar technologies.
5. **Adverse Benefit Determination** – Any denial, Rescission, reduction, termination or failure to provide or make payment for what You believe should be a Covered Service. Adverse Benefit Determinations include:
 - a. A determination by a health carrier or its designee utilization review organization that, based upon the information provided, a request for a benefit under the health carrier's health benefit plan does not meet the health carrier's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness and the requested benefit is therefore denied, reduced or terminated or payment is not provided or made, in whole or in part, for the benefit;
 - b. The denial, reduction, termination or failure to provide or make payment, in whole or in part, for a benefit based on a determination by a health carrier of a Covered person's eligibility to participate in the health carrier's health benefit plan; or
 - c. Any prospective review or retrospective review determination that denies, reduces, or terminates or fails to provide or make payment for, in whole or in part, a benefit.
6. **Annual Benefit Period – The 12-month period under** which Your benefits are administered, as noted in Attachment C: Schedule of Benefits.
7. **Behavioral Health Services** – Any services or supplies that are Medically Necessary and Medically Appropriate to treat: a mental or nervous condition; alcoholism; chemical dependence; drug abuse or drug addiction.
8. **Billed Charges** – The amount that a Provider charges for services rendered. Billed Charges may be different from the amount that BlueCross determines to be the Maximum Allowable Charge for services.
9. **BlueCard PPO Participating Provider** – A physician, hospital, licensed skilled nursing facility, home health care Provider or other Provider contracted with other BlueCross and/or BlueShield Association (BlueCard PPO) Plans and/or Authorized by the Plan to provide Covered Services to Members.
10. **Blue Distinction Centers for Transplants (BDCT) Network** – A network of facilities and hospitals contracted with BlueCross (or with an entity on behalf of BlueCross) to provide Transplant Services for some or all organ and bone marrow/stem cell transplant procedures Covered under this EOC. Facilities obtain designation as a BDCT by transplant type; therefore, a hospital or facility may be classified as a BDCT for one type of organ or bone marrow/stem cell transplant procedure but not for another type of transplant. This designation is important as it impacts the level of benefit You will receive.
11. **Calendar Year** – The period of time beginning at 12:01 A.M. on January 1st and ending 12:00 A.M. on December 31st.
12. **Care Management** – Programs that promote cost effective coordination of care for Members with low-risk health conditions, behavioral health conditions, substance use disorders and/or certain complicated medical or behavioral health needs.
13. **CHIP** – The State Children’s Health Insurance Program established under title XXI of the Social Security Act (42 U.S.C. 1396 et. seq.)
14. **Clinical Trials** - studies performed with human subjects to test new drugs or combinations of drugs, new approaches to surgery or radiotherapy or procedures to improve the diagnosis of disease and the quality of life of the patient.
15. **Coinsurance** – The amount, stated as a percentage of the Maximum Allowable Charge

for a Covered Service that is the Member's responsibility during the Annual Benefit Period after any Deductible is satisfied. The Coinsurance percentage is calculated as 100%, minus the percentage Payment of the Maximum Allowable Charge as specified in Attachment C, Schedule of Benefits.

In addition to the Coinsurance percentage, You are responsible for the difference between the Billed Charges and the Maximum Allowable Charge for Covered Services if the Billed Charges of a Non-Contracted Provider or an Out-of-Network Provider are more than the Maximum Allowable Charge for such Services.

16. **Complications of Pregnancy** – Conditions requiring Hospital Confinement (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, non-elective caesarian section, ectopic pregnancy that is terminated, and spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does not include false labor; occasional spotting; physician prescribed rest during the period of pregnancy; morning sickness; hyperemesis gravidarum and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

17. **Concurrent Review** – The process of evaluating care during the period when Covered Services are being rendered.
18. **Convenience or Convenience Item(s)** – Any service, item, device, software or equipment that is related primarily to the ease or preference of the Member, family, caregiver or Provider rather than to Medical Necessity of care
19. **Copayment** – The dollar amount specified in Attachment C, Schedule of Benefits, that You are required to pay directly to a Provider for certain Covered Services. You must pay such Copayments at the time You receive those Services.
20. **Cosmetic Service** – Any surgical or non-surgical treatment, drugs or devices intended to alter or reshape the body for the purpose of improving appearance or self-esteem. Our Medical Policy

establishes the criteria for what is cosmetic, and what is Medically Necessary and Medically Appropriate.

21. **Covered Dependent** – A Subscriber's family member who: (1) meets the eligibility requirements of this EOC; (2) has been enrolled for Coverage; and (3) for whom the Plan has received the applicable Payment for Coverage.
22. **Covered Family Members** – A Subscriber and his or her Covered Dependents.
23. **Covered Services, Coverage or Covered** – Those Medically Necessary and Medically Appropriate services and supplies that are set forth in Attachment A of this EOC, (that is incorporated by reference). Covered Services are subject to all the terms, conditions, exclusions and limitations of the Plan and this EOC.
24. **Custodial Care** – Non-medical care that can reasonably and safely be provided by non-licensed caregivers. This includes, but is not limited to, eating, bathing, dressing or other activities of daily living.
25. **Deductible** – The dollar amount, specified in Attachment C, Schedule of Benefits, that You must incur and pay for Covered Services during a Calendar Year before the Plan provides benefits for services. There are 2 separate Deductible amounts – one for Network Providers and one for Out-of-Network Providers. Satisfying the Deductible under the Network Provider benefits does not satisfy the Deductible for the Out-of-Network Provider benefits, and vice versa. The Deductible will apply to the Individual Out-of-Pocket and Family Out-of-Pocket Maximum(s).
- Copayments and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge) are not considered when determining if You have satisfied a Deductible.
26. **Effective Date** – The date Your Coverage under this EOC begins.
27. **Emergency** – A sudden and unexpected medical condition, including a mental health condition or substance use disorder, that manifests itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:
- serious impairment of bodily functions; or
 - serious dysfunction of any bodily organ or part; or

- c. placing a prudent layperson's health in serious jeopardy.

Examples of Emergency conditions include: (1) severe chest pain; (2) uncontrollable bleeding; or (3) unconsciousness.

- 28. **Emergency Care Services** – Those services and supplies that are Medically Necessary and Medically Appropriate in the treatment of an Emergency and delivered in a hospital Emergency department or a licensed independent freestanding emergency department. Emergency Care Services may include items and services after the Member is stabilized and as part of outpatient observation or an inpatient or outpatient stay related to the Emergency.
- 29. **Employee** – A person who fulfills all eligibility requirements established by the Employer and the administrator.
- 30. **Employer** – A corporation, partnership, union or other entity that is eligible for group coverage under State and Federal laws; and that enters into an Agreement with the administrator to provide Coverage to its Employees and their Eligible Dependents.
- 31. **Enrollment Form** – A form or application that must be completed in full by the eligible Employee before he or she will be considered for Coverage under the Plan. The form or application may be in paper form, or electronic, as determined by the Plan Sponsor.
- 32. **ERISA** – The Employee Retirement Income Security Act of 1974, as amended.
- 33. **Hearing Aid(s)** – An instrument to amplify sounds for those with hearing loss. There are 2 types of Hearing Aids: the air conduction type, which is worn in the external acoustic meatus, and the bone conduction type, which is worn in the back of the ear over the mastoid process. Examples of Hearing Aids that would fall within this definition are the Baha[®] system and the Otomag[™] Hearing System. Cochlear implants are a prosthetic and are not considered Hearing Aids.
- 34. **Hospital Confinement** – When You are treated as a registered bed patient at a Hospital or other Provider facility and incur a room and board charge.
- 35. **Hospital Services** – Covered Services that are Medically Appropriate to be provided by an Acute care Hospital.
- 36. **In-Network Benefit** – The Plan's payment level that applies to Covered Services received from a Network Provider. See Attachment C, Schedule of Benefits.
- 37. **In-Transplant Network Institution** – A facility or hospital that has contracted with the administrator (or with an entity on behalf of the administrator) to provide Transplant Services for some or all organ and bone marrow transplant procedures Covered under this EOC. For example, some hospitals might contract to perform heart transplants, but not liver transplants. An In-Transplant Network Institution is a Network Provider when performing contracted transplant procedures in accordance with the requirements of this EOC.
- 38. **Incapacitated Child** – An unmarried child who is, and continues to be, both (1) incapable of self-sustaining employment by reason of intellectual or physical disability (what used to be called mental retardation or physical handicap); and (2) chiefly dependent upon the Subscriber or Subscriber's spouse for economic support and maintenance.
 - a. If the child reaches this Plan's Limiting Age while Covered under this Plan, proof of such incapacity and dependency must be furnished within 31 days of when the child reaches the Limiting Age.
 - b. Incapacitated dependents of Subscribers of new groups, or of Subscribers who are newly eligible under this Plan, are eligible for Coverage if they were covered under the Subscriber's or the Subscriber's spouse's previous health benefit plan. We may ask You to furnish proof of the incapacity and dependency upon enrollment and for proof that the child continues to meet the conditions of incapacity and dependency, but not more frequently than annually.
- 39. **Investigational** – The definition of "Investigational" is based on the terms of this booklet, BlueCross' technology evaluation criteria and medical policies. "Investigational" includes Technologies that are experimental. In addition, any Technology that fails to meet **ALL** of the following four criteria may be considered Investigational.
 - a. The Technology must have final approval from the appropriate governmental regulatory bodies, as demonstrated by:
 - i. This criterion applies to drugs, biological products, devices and any other product or procedure that must have final approval to market from the U.S. Food and Drug Administration or any other federal

- governmental body with authority to regulate the use of the Technology.
- ii. Any approval that is granted as an interim step in the U.S. Food and Drug Administration's or any other federal governmental body's regulatory process is not sufficient.
- b. The scientific evidence must permit conclusions concerning the effect of the Technology on specific diagnosis, as demonstrated by:
 - i. The evidence should consist of well-designed and well-conducted investigations published in peer-reviewed journals concerning the use of a Technology for a specific diagnosis. The quality of the body of studies and the consistency of the results are considered in evaluating the evidence.
 - ii. The evidence should demonstrate that the Technology could measure or alter the physiological changes related to a disease, injury, illness, or condition. In addition, there should be evidence or a convincing argument based on established medical facts that such measurement or alteration affects health outcomes for a specific diagnosis.
- c. The Technology must improve the net health outcome, as demonstrated by:
 - i. The Technology's beneficial effects on health outcomes should outweigh any harmful effects on health outcomes.
- d. The improvement must be attainable outside the Investigational settings, as demonstrated by:
 - i. In reviewing the criteria above, the medical policy panel will consider physician specialty society recommendations, the view of prudent medical practitioners practicing in relevant clinical areas and any other relevant factors.

When Coverage is not addressed by this EOC, applicable medical policy, or third-party clinical guidelines adopted by BlueCross, or You have unusual, rare, or unique circumstances relating to Your condition as determined by the Medical Director, then the Medical Director, in accordance with applicable ERISA standards, shall have discretionary authority to make a determination concerning whether a service or supply is Investigational. If the Medical Director does not

Authorize the provision of a service or supply, it will not be a Covered Service. In making such determinations, the Medical Director shall rely upon any or all of the following, at his or her discretion:

- a. Your medical records, or
 - b. the protocol(s) under which proposed service or supply is to be delivered, or
 - c. any consent document that You have executed or will be asked to execute, in order to receive the proposed service or supply, or
 - d. the published authoritative medical or scientific literature regarding the proposed service or supply in connection with the treatment of injuries or illnesses such as those experienced by You, or
 - e. regulations or other official publications issued by the FDA and HHS, or
 - f. the opinions of any entities that contract with the Plan to assess and coordinate the treatment of Members requiring non-experimental or Investigational services, or
 - g. the findings of the BlueCross BlueShield Association Technology Evaluation Center or other similar qualified evaluation entities.
40. **Late Enrollee** – An Employee or eligible Dependent who fails to apply for Coverage within: (1) 31 days after such person first became eligible for Coverage under this EOC; or (2) a subsequent Open Enrollment Period.
41. **Lifetime Maximum** – The maximum amount of benefits for Covered Services rendered to You during Your lifetime while covered under this EOC.
42. **Limiting Age (or Dependent Child Limiting Age)** – The age at which a child will no longer be considered an eligible Dependent.
43. **Maximum Allowable Charge** – The amount that the administrator, at its discretion, has determined to be the maximum amount payable for a Covered Service. For Covered Services provided by Network Providers, that determination will be based upon the administrator's contract with the Network Provider for Covered Services rendered by that Provider. For Covered Services provided by Out-of-Network Providers, the amount payable will be based upon the administrator's Out-of-Network fee schedule for the Covered Services rendered by Out-of-Network Providers, or as otherwise determined in accordance with the requirements of applicable state or federal law.

44. **Medicaid** – The program for medical assistance established under title XIX of the Social Security Act (42 U.S.C. 1396 et. seq.)
45. **Medical Director** – The physician designated by the administrator, or that physician’s designee, who is responsible for the administration of the administrator’s medical management programs, including its Authorization/Prior Authorization programs.
46. **Medically Appropriate** – Services that have been determined by BlueCross in its sole discretion to be of value in the care of a specific Member. To be Medically Appropriate, a service must meet all of the following:
 - a. be Medically Necessary;
 - b. be consistent with generally accepted standards of medical practice for the Member’s medical condition;
 - c. be provided in the most appropriate site and at the most appropriate level of service for the Member’s medical condition;
 - d. not be provided solely to improve a Member’s condition beyond normal variations in individual development, appearance and aging; and
 - e. not be for the sole Convenience of the Provider, Member or Member’s family.
47. **Medically Necessary or Medical Necessity** – "Medically Necessary" means procedures, treatments, supplies, devices, equipment, facilities or drugs (all services) that a medical practitioner, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury or disease or its symptoms, and that are:
 - in accordance with generally accepted standards of medical practice; and
 - clinically appropriate in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease; and
 - not primarily for the Convenience of the patient, physician or other health care provider; and
 - not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations, and the views of medical practitioners practicing in relevant clinical areas and any other relevant factors. The definition of "Medically Necessary or Medical Necessity" applies to both medical services and Behavioral Health Services.
48. **Medicare** – Title XVIII of the Social Security Act, as amended.
49. **Medication Assisted Treatment (MAT)** – The use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders.
50. **Member, You, Your** – Any person enrolled as a Subscriber or Covered Dependent under the Plan.
51. **Member Payment** – The dollar amounts for Covered Services that You are responsible for as set forth in Attachment C, Schedule of Benefits, including Copayments, Deductibles, Coinsurance and Penalties. The administrator may require proof that You have made any required Member Payment.
52. **Network Provider** – A Provider who has contracted with the administrator to provide Covered Services to Members at specified rates. Such Providers may be referred to as BlueCard PPO Participating Providers, Network hospitals, In-Transplant Network, etc. Some providers may have contracted with the administrator to provide a limited set of Covered Services, such as only Emergency Care Services, and are treated as Network Providers for this limited set of Covered Services.
53. **Non-Contracted Provider** – A Provider that renders Covered Services to a Member, in the situation where We have not contracted with that Provider type to provide those Covered Services. These Providers can change, as We contract with different Providers. A Provider’s status as a Non-Contracted Provider, Network Provider, or Out-of-Network Provider can and does change. We reserve the right to change a Provider’s status.
54. **Open Enrollment Period** – Those periods of time established by the Plan during which eligible Employees and their dependents may enroll as Members.
55. **Oral Appliance** – a device placed in the mouth and used to treat mild to moderate obstructive sleep apnea by repositioning or stabilizing the lower jaw, tongue, soft palate or uvula. An Oral Appliance

may also be used to treat TMJ or TMD by stabilizing the jaw joint. An Oral Appliance is not the same as an occlusal splint, which is used to treat malocclusion or misalignment of teeth.

56. **Out-of-Network Provider** – Any Provider who is an Eligible Provider type but who does not hold a contract with the administrator to provide Covered Services.
57. **Out-of-Pocket Maximum** – The total dollar amount, as stated in Attachment C, Schedule of Benefits, that a Member must incur and pay for Covered Services during the Annual Benefit Period, including Copayments, Deductible and Coinsurance. There are 2 Out-of-Pocket Maximums – one for services rendered by Network Providers and one for services rendered by Out-of-Network Providers.

Penalties and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge) are not considered when determining if the Out-of-Pocket Maximum has been satisfied.

When the Out-of-Pocket Maximum, Network Providers is satisfied, 100% of available benefits is payable for other Covered Services from Network Providers incurred by the Member during the remainder of that Annual Benefit Period, excluding applicable Penalties, and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge).

When the Out-of-Pocket Maximum, Out-of-Network Providers is reached, 100% of available benefits is payable for expenses for other Covered Services from Out-of-Network Providers incurred by the Member during the remainder of that Annual Benefit Period, excluding applicable Penalties, and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge).

58. **Payment** – The total payment for Coverage under the Plan, including amounts paid by You and the Employer for such Coverage.
59. **Payor(s)** – An insurer, health maintenance organization, no-fault liability insurer, self-insurer or other entity that provides or pays for a Member's health care benefits.
60. **Penalty/Penalties** – A reduction in benefit amounts paid by Us as a result of failure to comply with Plan requirements such as failing to obtain Prior Authorization for certain Covered Services shown in Attachment C, Schedule of Benefits, as requiring such Prior Authorization. The Penalty will be a reduction in the Plan payment for

Covered Services and does not apply to the Out-of-Pocket Maximum.

61. **Periodic Health Screening** – An assessment of patient's health status at intervals set forth in the administrator's Medical Policy for the purpose of maintaining health and detecting disease in its early state. This assessment should include:
- a. a complete history or interval update of the patient's history and a review of systems; and
 - b. a physical examination of all major organ systems, and screening tests per the administrator's Medical Policy.
62. **Practitioner** – A person licensed by the State to provide medical or Behavioral Health Services. The services provided by a Practitioner must be within his or her specialty or scope of practice.
63. **Prescription Drug** – A medication that may not be dispensed under applicable state or federal law without a Prescription.
64. **Prior Authorization, Authorization** – A review conducted by the administrator, prior to the delivery of certain services, to determine if such services will be considered Covered Services.
65. **Provider(s)** – A Practitioner or entity engaged in the delivery of health services that is licensed, certified and practicing in accordance with applicable state and federal laws.
66. **Qualified Medical Child Support Order** – A medical child support order, issued by a court of competent jurisdiction or state administrative agency that creates or recognizes the existence of a child's right to receive benefits for which a Subscriber is eligible under the Plan. Such order shall identify the Subscriber and each such child by name and last known mailing address; give a description of the type and duration of coverage to be provided to each child; and identify each health plan to which such order applies.
67. **Rescind or Rescission** – A retroactive termination of Coverage because You committed fraud or made an intentional misrepresentation of a material fact in connection with Coverage. Actions that are fraudulent or an intentional misrepresentation of a material fact include, but are not limited to, knowingly enrolling or attempting to enroll an ineligible individual in Coverage, permitting the improper use of Your Member ID card, or claim fraud. A Rescission does not include a situation in which the Plan retroactively terminates Coverage in the ordinary course of business for a period for which You did not pay the Premium. An example would be if You left Your job on January 31, but

Coverage was not terminated until March 15. In that situation, the Plan may retroactively terminate Your Coverage effective February 1 if You did not pay any Premium after You left Your job (subject to any right You may have to elect continuation coverage). This is not a Rescission.

68. **Specialty Drugs** – Injectable, infusion and select oral medications that require complex care, including special handling, patient education and continuous monitoring. Specialty Drugs are listed on the administrator’s Specialty Drugs list. Specialty Drugs are categorized as provider-administered or self-administered in this EOC. Self-administered Specialty Drugs may be available as a Generic Drug, Preferred Brand Drug or Non-Preferred Brand Drug and are identified on the Drug Formulary, which can be found at bcbst.com or by calling the Member Service number on the back of Your ID card.
69. **Subscriber** – An Employee who meets all applicable eligibility requirements, has enrolled for Coverage and who has submitted the applicable Payment for Coverage.
70. **Surgery or Surgical Procedure** - Medically Necessary and Medically Appropriate surgeries or procedures. Surgeries involve an excision or incision of the body’s skin or mucosal tissues, treatment of broken or dislocated bones, and/or insertion of instruments for exploratory or diagnostic purposes into a natural body opening.
71. **Telehealth** – Remote consultation that meets Medical Necessity criteria.
72. **Totally Disabled or Total Disability** – Either:
 - a. An Employee who is prevented from performing his or her work duties and is unable to engage in any work or other gainful activity for which he or she is qualified or could reasonably become qualified to perform by reason of education, training, or experience because of injury or disease; or
 - b. A Covered Dependent who is prevented from engaging in substantially all of the normal activities of a person of like age and sex in good health because of non-occupational injury or disease.
73. **Transplant Network** – A network of hospitals and facilities, each of which has agreed to perform specific organ transplants. A hospital or facility may be in Our Transplant Network for one type of organ or bone marrow/stem cell transplant procedure but not for another type of transplant. The Transplant Network is not the same as the Blue Distinction Centers for Transplants (BDCT) Network.
74. **Transplant Services** – Medically Necessary and Medically Appropriate Services listed as Covered under the “Organ Transplants” sections in Attachment A of this EOC.
75. **Urgent Care** – Medical care or treatment that, if delayed or denied, could seriously jeopardize: (1) the life or health of the claimant; or (2) the claimant’s ability to regain maximum function. Urgent Care is also medical care or treatment that, if delayed or denied, in the opinion of a physician with knowledge of the claimant’s medical condition, would subject the claimant to severe pain that cannot be adequately managed without the medical care or treatment. A claim for denied Urgent Care is always a pre-service claim.
76. **Urgent Care Center** – A medical clinic with expanded hours that operates in a location distinct from a freestanding or hospital-based Emergency department.
77. **Utilization Policy(ies)** – Refers to any policy, guideline or limitation used by BlueCross in the determination of Coverage.
78. **Waiting Period** – The time that must pass before an Employee or Dependent is eligible to be Covered for benefits under the Plan.
79. **Well Child Care** – A routine visit to a pediatrician or other qualified Practitioner to include Medically Necessary and Medically Appropriate Periodic Health Screenings, immunizations and injections for children through age 5.
80. **Well Woman Exam** – A routine visit every Annual Benefit Period to a Provider. The visit may include Medically Necessary and Medically Appropriate mammogram and cervical cancer screenings.

ATTACHMENT A: COVERED SERVICES AND EXCLUSIONS

EVIDENCE OF COVERAGE

The Plan will pay the Maximum Allowable Charge for Medically Necessary and Medically Appropriate services and supplies described below and provided in accordance with the reimbursement schedules set forth in Attachment C: Schedule of Benefits of this EOC, which is incorporated herein by reference. Charges in excess of the reimbursement rates set forth in the Schedule of Benefits are not eligible for reimbursement or payment.

To be eligible for reimbursement or payment, all services or supplies must be provided in accordance with this EOC, applicable medical policies, third-party clinical guidelines adopted by BlueCross, and Utilization Policies. (See the Prior Authorization, Care Management, Medical Policy and Patient Safety section for more information.)

This Attachment sets forth Covered Services and exclusions (services not Covered) arranged according to type of services.

Please also read Attachment B: Other Exclusions.

Your benefits are typically greater when You use Network Providers. BlueCross contracts with Network Providers. Network Providers have agreed to accept the Maximum Allowable Charge as basis for payment to the Provider for Covered Services. (See the Definitions section for an explanation of Maximum Allowable Charge and Covered Services.) Network Providers have also agreed not to bill You for amounts above the Maximum Allowable Charge.

Out-of-Network Providers do not have a contract with BlueCross. Except when prohibited by law, they may be able to charge You more than the Maximum Allowable Charge (the amount set by the administrator in its contracts with Network Providers). When You use an Out-of-Network Provider for Covered Services, You may be responsible for any unpaid Billed Charges. This means that You may owe the Out-of-Network Provider a large amount of money, depending on the nature of the Covered Services rendered.

All services and supplies not listed as a Covered Service in this EOC or not in accordance with applicable medical policies, third-party clinical guidelines adopted by BlueCross, and Utilization Policies may result in the denial of benefits or a reduction in reimbursement for otherwise eligible Covered Services.

Obtaining Prior Authorization is not a guarantee of Coverage. All provisions of the EOC must be satisfied before benefits for Covered Services will be provided. Utilization Policies can help Your Provider determine if a proposed service will be Covered.

When more than one treatment alternative exists, each is Medically Appropriate and Medically Necessary, and each would meet Your needs, We reserve the right to provide payment for the least expensive Covered Service alternative.

A Clinical Trial is a prospective biomedical or behavioral research study of human subjects that is designed to answer specific questions about biomedical or behavioral interventions (vaccines, drugs, treatments, devices, or new ways of using known drugs, treatments, or devices). Clinical Trials are used to determine whether new biomedical or behavioral interventions are safe, efficacious, and effective. **Only routine patient care associated with a Clinical Trial (but not the Clinical Trial itself) will be Covered under the Plan's benefits in accordance with this EOC, applicable medical policies, third-party clinical guidelines adopted by BlueCross, and Utilization Policies.**

A. Practitioner Office Services

Medically Necessary and Medically Appropriate Covered Services in a Practitioner's office.

1. Covered Services

- a. Diagnosis and treatment of illness or injury. (Note that allergy skin testing is Covered only in the practitioner office setting. Medically Necessary RAST (radioallergosorbent test), FAST (fluorescent allergosorbent test), or MAST (multiple radioallergosorbent test) allergy testing is Covered in the practitioner office setting and in a licensed laboratory.)
- b. Injections and medications administered in a Practitioner's office, except Specialty Drugs. (See the Specialty Drugs section for information on Coverage).
- c. Second surgical opinions given by a Practitioner who is not in the same medical group as the Practitioner who initially recommended the Surgery.
- d. Telehealth.
- e. Preventive/Well care services.

Preventive Health Exam and related services for adults and children in accordance with federal regulations, as outlined below and performed by the physician during the Preventive Health Exam or referred by the physician as appropriate, including:

- (1) Screenings and counseling services with an A or B recommendation by the United States Preventive Services Task Force (USPSTF)
- (2) Bright Futures recommendations for infants, children and adolescents supported by the Health Resources and Services Administration (HRSA)
- (3) Preventive care and screening for women as provided in the guidelines supported by HRSA, and
- (4) Immunizations recommended by the Advisory Committee on Immunization Practices (ACIP) that have been adopted by the Centers for Disease Control and Prevention (CDC).

2. Exclusions

- a. Office visits, physical exams and related immunizations and tests when required solely for: (1) sports; (2) camp; (3) employment; (4) travel; (5) insurance; (6) marriage or legal proceedings.
- b. Routine foot care for the treatment of: (1) flat feet; (2) corns; (3) bunions; (4) calluses; (5) toenails; (6) fallen arches; and (7) weak feet or chronic foot strain.
- c. Rehabilitative therapies in excess of the limitations of the Therapeutic/Rehabilitative benefit.
- d. Dental procedures, except as otherwise indicated in this EOC.

B. Inpatient Acute Care Hospital Services

Medically Necessary and Medically Appropriate services and supplies in a hospital that: (1) is a licensed Acute care institution; (2) provides Inpatient services; (3) has surgical and medical facilities primarily for the diagnosis and treatment of disease and injury; and (4) has a staff of physicians licensed to practice medicine and provides 24 hour nursing care. Psychiatric hospitals are not required to have a surgical facility.

Prior Authorization for Covered Services (except initial maternity admission and Emergency admissions) must be obtained from the Administrator or benefits will be reduced or denied.

1. Covered Services

- a. Room and board; general nursing care; medications, injections, diagnostic services and special care units.
- b. Attending Practitioner's services for professional care.
- c. Maternity and delivery services, including routine nursery care and Complications of Pregnancy. If the hospital or physician provides services to the baby and submits a claim in the baby's name, benefits may be Covered for the baby and mother as separate Members, requiring payment of applicable Member Copayments and/or Deductibles.

2. Exclusions

- a. Inpatient stays for services and conditions that don't require intensity of care and services and/or specialty care that can be performed outside of an Acute care setting.
- b. Services that could be provided in a less intensive setting.
- c. Blood or plasma that is provided at no charge to the patient.

C. Emergency Care Services

Medically Necessary and Medically Appropriate health care services and supplies furnished in an Emergency department of a hospital or a licensed independent freestanding Emergency department that are required to determine, evaluate and/or treat an Emergency Medical Condition until such condition is stabilized, as directed or ordered by the Practitioner or facility protocol.

If You go to a Network Provider, You will receive the highest level of benefits for Covered Services and may not be billed for amounts over Your Deductible and Out-of-Pocket Maximum, which limits Your liability. Not all Providers are in Your network. Please use the Provider directory on bcbst.com or contact one of Our consumer advisors to see which Providers are in Your network.

For Emergency Care Services, You cannot be billed for amounts over Your Deductible and Out-of-Pocket Maximum, even if the Covered Services are rendered by an Out-of-Network Provider.

1. Covered Services

- a. Medically Necessary and Medically Appropriate Emergency Care Services, supplies and medications necessary for the diagnosis and stabilization of Your Emergency condition. In certain cases, Emergency Care Services may include items and services after the Member is stabilized and as part of outpatient observation or an inpatient or outpatient stay related to the Emergency.

b. Practitioner services.

An observation stay and/or Surgery that occurs in conjunction with an ER visit may be subject to Member cost share under the

“Outpatient Facility Services” section of “Attachment C: Schedule of Benefits” in addition to Member cost share for the ER visit.

2. Exclusions

- a. Services rendered for inpatient care or transfer to another facility once Your medical condition has stabilized, unless Prior Authorization is obtained from the administrator within two business days from the inpatient admission.

D. Ambulance Services

Medically Necessary and Medically Appropriate ground or air transportation, services, supplies and medications by a licensed ambulance service when time or technical expertise of the transportation is essential to reduce the probability of harm to You. Prior Authorization may be required for certain air ambulance services.

1. Covered Services

a. Ambulance Services - Air

- i. Medically Necessary and Medically Appropriate air transportation from the scene of an accident or Emergency resulting in complex trauma, high risk injuries, or life-threatening medical emergencies to the nearest hospital with adequate facilities for evaluation and initial management. Air transportation is Covered only when Your condition requires immediate and rapid transport that cannot be provided by ground transport.
- ii. Air transportation for inter-facility transfers when Medically Necessary treatment, services, or care are not available at the sending facility. The transfer must be to the nearest appropriate facility that is able to provide Medically Necessary care. Air transportation is Covered only when Your condition requires transport that cannot be provided by ground transport.

b. Ambulance Services - Ground

- i. Medically Necessary and Medically Appropriate ground transportation from the scene of an accident or Emergency to the nearest hospital

- with adequate facilities for evaluation and management.
- ii. Medically Necessary and Medically Appropriate treatment at the scene (paramedic services) without ambulance transportation.
- iii. Medically Necessary and Medically Appropriate ground transport when Your condition requires basic or advanced life support, or safe transportation to site of service for the necessary level of care in the absence of appropriate alternatives.

2. Exclusions

- a. Transportation for the Convenience of You or reasons other than Medically Necessary treatment and care for You, such as the needs or Convenience of Your family and/or Your physician or other Provider.
- b. Transportation that is not essential to reduce the probability of harm to You.
- c. Services when You are not transported to a hospital.
- d. Transportation for specific Provider or facility continuity of care when there are closer facilities able to provide the same services and level of care.

E. Urgent Care Center Services

Medically Necessary and Medically Appropriate treatment at an Urgent Care Center.

1. Covered Services

- a. Diagnosis and treatment of illness or injury.
- b. Diagnostic services (such as x-rays and laboratory services).
- c. Injections and medications administered in an Urgent Care Center, except Specialty Drugs. See the “Specialty Drugs” section for more information on Coverage.
- d. Surgery and supplies.
- e. Telehealth.

2. Exclusions

- a. Rehabilitative therapies in excess of the terms of the “Therapeutic/Rehabilitative Services” section.

F. Outpatient Facility Services

Medically Necessary and Medically Appropriate diagnostics, therapies and Surgery occurring in an outpatient facility that includes outpatient Surgery centers, the outpatient center of a hospital, outpatient diagnostic centers, and certain surgical suites in a Practitioner’s office. Prior Authorization is required for certain outpatient services must be obtained from the administrator, or benefits will be reduced or denied.

1. Covered Services

- a. Practitioner services.
- b. Outpatient diagnostics (such as x-rays and laboratory services).
- c. Outpatient treatments (such as medications and injections.)
- d. Outpatient Surgery and supplies.
- e. Observation stays less than 24 hours.
- f. Telehealth.

2. Exclusions

- a. Rehabilitative therapies in excess of the terms of the Therapeutic/ Rehabilitative benefit.
- b. Services that could be provided in a less intensive setting.

G. Family Planning and Reproductive Services

Medically Necessary and Medically Appropriate family planning services and those services to diagnose and treat diseases that may adversely affect fertility.

1. Covered Services

- a. Benefits for family planning, history, physical examination, diagnostic testing and genetic testing.
- b. Sterilization procedures.
- c. Services or supplies for infertility evaluation and testing.
- d. Medically Necessary and Medically Appropriate termination of a pregnancy.
- e. Injectable and implantable contraceptives and vaginal barrier methods including initial fitting, insertion, and removal.

2. Exclusions

- a. Services or supplies that are designed to create a pregnancy, enhance fertility or improve conception quality, including but not limited to: (1) artificial insemination; (2) in vitro fertilization; (3) fallopian tube reconstruction; (4) uterine reconstruction; (5) assisted reproductive technology (ART) including but not limited to GIFT and ZIFT; (6) fertility injections; (7) fertility drugs, (8) services for follow-up care related to infertility treatments.
- b. Services or supplies for the reversals of sterilizations.
- c. Induced abortion unless: (1) the health care Practitioner certifies in writing that the pregnancy would endanger the life of the mother; or (2) the fetus is not viable; or (3) the pregnancy is a result of rape or incest; or (4) the fetus has been diagnosed with a lethal or otherwise significant abnormality.

H. Reconstructive Surgery

Medically Necessary and Medically Appropriate Surgical Procedures intended to restore normal form or function.

1. Covered Services

- a. Surgery to correct significant defects from congenital causes (except where specifically excluded), accidents or disfigurement from a disease state.
- b. Reconstructive breast Surgery as a result of a mastectomy (other than lumpectomy) including Surgery on the non-diseased breast needed to establish symmetry between the two breasts.

2. Exclusions

- a. Services, supplies or prosthetics primarily to improve appearance.
- b. Surgeries to correct or repair the results of a prior Surgical Procedure, the primary purpose of which was to improve appearance, and surgeries to improve appearance following a prior Surgical Procedure, even if that prior procedure was a Covered Service.
- c. Voice modification Surgery or voice therapy.
- d. Transportation, meals, lodging, or similar expenses.

I. Skilled Nursing/Rehabilitative Facility Services

Medically Necessary and Medically Appropriate Inpatient care provided to Members requiring medical, rehabilitative or nursing care in a restorative setting. Services shall be considered separate and distinct from the levels of Acute care rendered in a hospital setting, or custodial or functional care rendered in a nursing home. Prior Authorization for Covered Services must be obtained from the administrator, or benefits will be reduced or denied.

1. Covered Services

- a. Room and board; general nursing care; medications, diagnostics and special care units.
- b. The attending Practitioner's services for professional care.
- c. Coverage is limited as indicated in Attachment C: Schedule of Benefits.
- d. Therapy services such as physical and occupational therapy.

2. Exclusions

- a. Custodial, domiciliary or private duty nursing services.
- b. Skilled Nursing services not received in a Medicare certified skilled nursing facility.
- c. Inpatient neurocognitive therapy, unless it is provided in combination with other Medically Necessary treatment or therapy.

J. Therapeutic/Rehabilitative Services

Medically Necessary and Medically Appropriate therapeutic and rehabilitative services performed in a Practitioner's office, outpatient facility or home health setting and intended to restore or improve bodily function lost as the result of Acute illness, Acute injury, autism spectrum disorder in children under age 12, or congenital anomaly. For Therapeutic/Rehabilitative services received in the home health setting, Home Health Care benefits will apply.

1. Covered Services

- a. Outpatient, home health or office therapeutic and rehabilitative services that are expected to result in significant and measurable improvement in Your condition resulting from an Acute illness, Acute injury, autism spectrum disorder,

or congenital anomaly. The services must be performed by, or under the direct supervision of a licensed therapist, upon written authorization of the treating Practitioner.

- b. Therapeutic/rehabilitative services include: (1) physical therapy; (2) speech therapy for restoration of speech; (3) occupational therapy; (4) manipulative therapy; and (5) cardiac and pulmonary rehabilitative services.
 - (1) Speech therapy is Covered only for disorders of articulation and swallowing, resulting from Acute illness, Acute injury, stroke, autism spectrum disorder in children under age 12, or congenital anomaly.
 - c. Telehealth.
 - d. Coverage is limited as indicated in Attachment C: Schedule of Benefits.
 - (1) The limit on the number of visits for therapy applies to all visits for that therapy, whether received in a Practitioner's office, outpatient facility or home health setting.
 - (2) Services received during an inpatient hospital, skilled nursing or rehabilitative facility stay are Covered as shown in the Inpatient Acute Care Hospital Services and Skilled Nursing/Rehabilitative Facility Services sections, and are not subject to the therapy visit limits.
2. Exclusions
- a. Enhancement therapy that is designed to improve Your physical status beyond Your pre-injury or pre-illness state.
 - b. Complementary and alternative therapeutic services, including, but not limited to: (1) massage therapy; (2) acupuncture; (3) craniosacral therapy; and (4) vision exercise therapy
 - c. Modalities that do not require the attendance or supervision of a licensed therapist. These include, but are not limited to: (1) activities that are primarily social or recreational in nature; (2) simple exercise programs; (3) hot and cold packs applied in the absence of associated therapy modalities; (4) repetitive exercises or tasks that You can perform

without a therapist, in a home setting; (5) routine dressing changes; and (6) custodial services that can ordinarily be taught to You or a caregiver.

- d. Duplicate therapy. For example, when You receive both occupational and speech therapy, the therapies should provide different treatments and not duplicate the same treatment.

K. Organ Transplants

Organ transplant benefits are complex. In order to maximize Your benefits, You are **strongly encouraged** to contact the Administrator's Transplant Case Management department by calling the number on the back of Your ID card as soon as Your Practitioner tells You that You might need a transplant.

1. Prior Authorization

Transplant Services require Prior Authorization. Benefits for Transplant Services that have not received Prior Authorization will be reduced or denied.

2. Benefits

Transplant benefits are different than benefits for other services.

If a facility in the Blue Distinction Centers for Transplants (BDCT) Network is not used, benefits may be subject to reduced levels as outlined in "Attachment C: Schedule of Benefits". All Transplant Services must meet medical criteria for the medical condition for which the transplant is recommended.

You have access to three levels of benefits:

- a. **Blue Distinction Centers for Transplants (BDCT) Network** – If you have a transplant performed at a facility in the BDCT Network, You will receive the highest level of benefits for Covered Services. The administrator will pay at the benefit level listed in "Attachment C: Schedule of Benefits" for the BDCT Network. A facility in the BDCT Network cannot bill You for any amount over Your Out-of-Pocket Maximum, which limits Your liability. **Not all Network Providers are in the BDCT Network. Please check with Transplant Case Management to determine which facilities are in the BDCT Network for Your specific transplant type.**

- b. **Transplant Network:** If You want to receive the maximum benefit, You should use a facility in the BDCT Network. If You instead have a transplant performed at a facility in the Transplant Network (non-BDCT), the Administrator will pay at the benefit level listed in “Attachment C: Schedule of Benefits” for the Transplant Network. **Not all Network Providers are in the Transplant Network. Please check with the Transplant Case Management department to determine if the Transplant Network is the best network available for Your specific transplant type.**
- c. **Out-of-Network transplants:** If You have a transplant performed at a facility that is not in the BDCT Network or Transplant Network, You will receive the lowest level of benefits for Covered Services. The Administrator will pay at the benefit level listed in “Attachment C: Schedule of Benefits” for Out-of-Network Providers. **The Out-of-Network Provider has the right to bill You for any unpaid Billed Charges; this amount may be substantial. Please check with the Transplant Case Management department to determine if there are facilities available in the BDCT or Transplant Network for Your specific transplant type.**

Note: When the BDCT Network does not include a facility that performs Your specific transplant type, the Plan will pay at the benefit level listed in “Attachment C: Schedule of Benefits” for either the Transplant Network or for Out-of-Network Provider, based on the facility that is used.

3. Covered Services

Benefits are payable for the following transplants if Medical Necessity and Medically Appropriate is determined and Prior Authorization is obtained:

- Pancreas
- Pancreas/Kidney
- Kidney
- Liver
- Heart
- Heart/Lung
- Lung

- Bone Marrow or Stem Cell transplant (allogeneic and autologous) for certain conditions
- Small Bowel
- Multi-organ transplants as deemed Medically Necessary

Benefits may be available for other organ transplant procedures that, in Our discretion, are not Investigational and that are Medically Necessary and Medically Appropriate.

4. Organ and Tissue Procurement

Organ and tissue acquisition/procurement are Covered Services, subject to the benefit level listed in “Attachment C: Schedule of Benefits” and limited to the services directly related to the Transplant itself:

- Donor Search
- Testing for donor’s compatibility
- Removal of the organ/tissue from the donor’s body
- Preservation of the organ/tissue
- Transportation of the tissue/organ to the site of transplant
- Donor follow up care directly related to the organ donation, except as otherwise indicated under Exclusions

Note: Covered Services for the donor are Covered only to the extent not covered by other health coverage.

5. Travel Expenses for Transplant Recipients

Travel Expenses for Transplant Services are Covered only if You go to a facility in the BDCT Network Institution

Covered travel expenses must be approved by Transplant Case Management and include travel to and from the facility in the BDCT Network for a Covered transplant procedure and required pre-testing and post-transplant follow-up. Any travel expenses for follow-up visits occurring more than 12 months from the date of the transplant are not Covered.

- Covered travel expenses will not apply to the Deductible or Out-of-Pocket Maximum.
- Meals and lodging expenses are Covered up to \$150 per day, subject to the following:

- Lodging expenses are limited to \$50 per person per day.
- Meals are only Covered when provided at the facility where You are receiving inpatient medical care.
- The aggregate limit for travel expenses, including meals and lodging, is \$10,000 per Covered transplant.

For full details on available travel expenses, visit bcbst.com to review Our administrative services policy. Enter “travel, meals and lodging” in the *Search* field.

6. Travel Expenses for Live Kidney Donors

Travel expenses are available to help offset the costs a donor may incur when donating a kidney to Our Member, subject to the limits stated below.

- a) Covered travel expenses must be approved by the Transplant Case Management department and include travel to and from the transplant facility for the kidney donation procedure and required pre-testing and post-donation follow-up care.
- b) Covered travel expenses will not apply to the Deductible or Out-of-Pocket Maximum if donor is a Member.
- c) Meals and lodging expenses are Covered up to \$150 per day, subject to the following:
 - 1) Lodging expenses are limited to \$50 per person per day.
 - 2) Meals are only Covered when provided at the facility where You are receiving inpatient medical care.
- d) The aggregate limit for travel expenses, including meals and lodging, is \$10,000 per kidney donation.

For full details on available travel expenses, visit bcbst.com to review Our administrative services policy. Enter “travel, meals and lodging” in the *Search* field.

7. Exclusions

The following services, supplies and charges are not Covered under this section:

- a. Transplant and related services, including donor services, that did not receive Prior Authorization;
- b. Any attempted Covered procedure that was not performed, except where such failure is beyond Your control;
- c. Non-Covered Services;
- d. Services that would be covered by any private or public research fund, regardless of whether You applied for or received amounts from such fund;
- e. Any non-human, artificial or mechanical organ not determined to be Medically Necessary;
- f. Payment to an organ donor or the donor’s family as compensation for an organ, or Payment required to obtain written consent to donate an organ;
- g. Removal of an organ from a Member for purposes of transplantation into another person, except as Covered by the Donor Organ Procurement provision as described above;
- h. Harvest, procurement, and storage of stem cells, whether obtained from peripheral blood, cord blood, or bone marrow when reinfusion is not scheduled or anticipated to be scheduled within an appropriate time frame for the patient’s covered stem cell transplant diagnosis;
- i. Other non-organ transplants (e.g., cornea) are not Covered under this Section, but may be Covered as an Inpatient Acute Care Hospital Service or Outpatient Facility Service, if Medically Necessary.
- j. Complications, side effects or injuries for the organ donor as a result of organ donation.

L. Dental Services

Medically Necessary and Medically Appropriate services performed by a doctor of dental Surgery (DDS), a doctor of medical dentistry (DMD) or any Practitioner licensed to perform dental related oral Surgery except as indicated below.

- 1. Covered Services
 - a. Dental services and oral surgical care to treat head and neck cancer, or to treat

accidental injury to the jaw, sound natural teeth, mouth, or face, due to external trauma. The surgery and services to treat accidental injury must be started within 3 months and completed within 12 months of the accident.

- b. For dental services not listed in subsection a. above, general anesthesia, nursing and related hospital expenses in connection with an inpatient or outpatient dental procedure are Covered, only when one of the conditions listed below is met.

- (1) Complex oral Surgical Procedures that have a high probability of complications due to the nature of the Surgery;
- (2) Concomitant systemic disease for which the patient is under current medical management and that significantly increases the probability of complications;
- (3) Mental health disorders or intellectual and development disability that precludes dental Surgery in the office;
- (4) Use of general anesthesia and the Member's medical condition requires that such procedure be performed in a hospital; or
- (5) Dental treatment or Surgery performed on a Member 8 years of age or younger, where such procedure cannot be provided safely in a dental office setting.

Prior Authorization for inpatient services is required.

- c. Oral Appliances to treat obstructive sleep apnea, if Medically Necessary.

2. Exclusions

- a. Routine dental care and related services including, but not limited to: (1) crowns; (2) caps; (3) plates; (4) bridges; (5) dental x-rays; (6) fillings; (7) tooth extraction, except as listed above; (8) periodontal Surgery; (9) prophylactic removal of non-impacted wisdom teeth; (10) root canals (11) preventive care (cleanings, x-rays); (12) replacement of teeth (including implants, false teeth, bridges); (13) bone grafts (alveolar Surgery); (14) treatment of injuries caused by biting and chewing; (15) treatment of teeth roots; and (16) treatment of gums surrounding the teeth.

- b. Treatment for correction of underbite, overbite, and misalignment of the teeth, including, but not limited to, braces for dental indications and occlusal splints and occlusal appliances to treat malocclusion/misalignment of teeth. This exclusion does not apply to Medically Necessary orthognathic Surgery.
- c. Extraction of impacted teeth, including wisdom teeth.

M. Temporomandibular Joint Dysfunction (TMJ)

Medically Necessary and Medically Appropriate services to diagnose and treat temporomandibular joint syndrome or dysfunction (TMJ or TMD).

1. Covered Services

- a. Diagnosis and treatment of TMJ or TMD. Non-surgical treatment of TMJ or TMD is limited as indicated in Attachment C: Schedule of Benefits.
- b. Surgical treatment of TMJ or TMD, if performed by a qualified oral surgeon or maxillofacial surgeon.
- c. Non-surgical TMJ includes: (1) history exam; (2) office visit; (3) x-rays; (4) diagnostic study casts; (5) medications; and (6) appliances to stabilize jaw joint.

2. Exclusions

- a. Treatment for routine dental care and related services including, but not limited to: (1) crowns; (2) caps; (3) plates; (4) bridges; (5) dental x-rays; (6) fillings; (7) periodontal surgery; (8) tooth extraction; (9) root canals; (10) preventive care (cleanings, x-rays); (11) replacement of teeth (including implants, false teeth, bridges); (12) bone grafts (alveolar surgery); (13) treatment of injuries caused by biting and chewing; (14) treatment of teeth roots; and (15) treatment of gums surrounding the teeth.
- b. Treatment for correction of underbite, overbite, and misalignment of the teeth including braces for dental indications.

N. Diagnostic Services

Medically Necessary and Medically Appropriate diagnostic radiology services and laboratory tests. Prior Authorization for Advanced Radiological Imaging must be obtained from the Plan, or benefits will be reduced or denied.

1. Covered Services

- a. Imaging services ordered by a Practitioner, including x-ray, ultrasound, bone density test, 3D mammogram and Advanced Radiological Imaging Services. Advanced Radiological Imaging Services include MRIs, CT scans, PET scans, nuclear cardiac imaging.
- b. Diagnostic laboratory services ordered by a Practitioner.

2. Exclusions

- a. Diagnostic services that are not Medically Necessary and Medically Appropriate.
- b. Diagnostic services not ordered by a Practitioner.

O. Durable Medical Equipment

Medically Necessary and Medically Appropriate medical equipment or items that: (1) in the absence of illness or injury, are of no medical or other value to You; (2) can withstand repeated use in an ambulatory or home setting; (3) require the prescription of a Practitioner for purchase; (4) are approved by the FDA for the illness or injury for which it is prescribed; and (5) are not solely for Your Convenience.

1. Covered Services

- a. Rental of Durable Medical Equipment - Maximum allowable rental charge not to exceed the total Maximum Allowable Charge for purchase. If You rent the same type of equipment from multiple DME Providers, and the total rental charges from the multiple Providers exceed the purchase price of a single piece of equipment, You will be responsible for amounts in excess of the Maximum Allowable Charge for purchase.
- b. DME that meets the medical need for which it was requested, whether that be safety, assistance with activities of daily living, or support of bodily functions.
- c. The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered Durable Medical Equipment.
- d. Supplies and accessories necessary for the effective functioning of Covered Durable Medical Equipment.

- e. The replacement of items needed as the result of normal wear and tear, defects, obsolescence or aging. Insulin pump replacement is Covered only for pumps older than 48 months and only if the pump cannot be repaired.

2. Exclusions

- a. Charges exceeding the total cost of the Maximum Allowable Charge to purchase the Durable Medical Equipment.
- b. Duplicate equipment.
- c. Supplies and accessories that are not necessary for the effective functioning of the Covered equipment.
- d. Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology, except when the new technology is replacing items as a result of normal wear and tear, defects, or obsolescence and aging.
- e. Items that require or are dependent on alteration of home, workplace or transportation vehicle.
- f. Motorized scooters, exercise equipment, hot tubs, pools, saunas.
- g. Additional components or upgrades for appearance or functions not directly related to the medical need.
- h. Computerized or gyroscopic mobility systems, roll about chairs, geriatric chairs, hip chairs, and seat lifts of any kind,
- i. Patient lifts, auto tilt chairs, air fluidized beds, or air flotation beds, unless approved by Case Management for a Member who is in Case Management.
- j. Portable ramp for a wheelchair.

P. Prosthetics/Orthotics

Medically Necessary and Medically Appropriate devices used to correct or replace all or part of a body organ, body structure or limb that may be malfunctioning or missing due to: (1) birth defect; (2) accident; (3) illness; or (4) Surgery.

Prior Authorization is required for certain prosthetics/orthotics; if Prior Authorization is not obtained, benefits will be reduced. Hearing Aids are not considered to be prosthetics or orthotics; see the "Hearing Aid" section for benefits.

1. Covered Services

- a. The initial purchase of surgically implanted prosthetic or orthotic devices, including cochlear implants.
- b. The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered equipment.
- c. Splints and braces that are custom made or molded, and are incident to a Practitioner's services or on a Practitioner's order.
- d. The replacement of Covered items required as a result of growth, normal wear and tear, defects or aging.
- e. The initial purchase of artificial limbs or eyes.

2. Exclusions

- a. Prosthetics primarily for cosmetic purposes, including but not limited to wigs, or other hair prosthesis or transplants.
- b. Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology.
- c. .
- d. Foot orthotics, shoe inserts and custom made shoes except as required by Tennessee or federal law for diabetic patients or as a part of a leg brace.
- e. Duplicate equipment.

Q. Hearing Aids

Medically Necessary and Medically Appropriate Hearing Aids used to enhance hearing when sustained loss is due to (1) birth defect; (2) accident; (3) illness; or (4) Surgery. Cochlear implants are not considered Hearing Aids; see the "Prosthetics/Orthotics" section for benefits.

1. Covered Services

- a. The initial purchase of Covered Hearing Aids for Members under age 18, limited as indicated in "Attachment C: Schedule of Benefits."

The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered

equipment, except as otherwise indicated under Exclusions.

2. Exclusions

- a. Hearing Aids for Members age 18 or older.
- b. Hearing Aid batteries, cords and other assistive listening devices such as FM systems.
- c. Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology.

R. Diabetes Treatment

Medically Necessary and Medically Appropriate diagnosis and treatment of diabetes. In order to be Covered, such services must be prescribed and certified by a Practitioner as Medically Necessary. The treatment of diabetes consists of medical equipment, supplies, and outpatient self-management training and education, including nutritional counseling. If prescription drugs are Covered under a prescription drug card benefit, items a. through j. will be Covered under the terms of that section.

1. Covered Services

- a. Blood glucose monitors, including monitors designed for the legally blind.
- b. Test strips for blood glucose monitors.
- c. Visual reading and urine test strips.
- d. Insulin.
- e. Injection aids.
- f. Syringes.
- g. Lancets.
- h. Oral hypoglycemic agents.
- i. Glucagon emergency kits.
- j. Injectible incretin mimetics (e.g., Exenatide/Byetta) when used in conjunction with selected Prescription Drugs for the treatment of diabetes.
- k. Insulin pumps, infusion devices, and appurtenances, not subject to the benefit limit for Durable Medical Equipment indicated in Attachment C: Schedule of Benefits. Insulin pump replacement is Covered only for pumps older than 48 months and if the pump cannot be repaired.

1. Podiatric appliances for prevention of complications associated with diabetes.
2. Exclusions
 - a. Treatments or supplies that are not prescribed and certified by a Practitioner as being Medically Necessary.
 - b. Supplies not required by state statute.
 - c. Duplicate podiatric appliances.

S. Supplies

Medically Necessary and Medically Appropriate expendable and disposable supplies for the treatment of disease or injury.

1. Covered Services
 - a. Supplies for the treatment of disease or injury used in a Practitioner's office, outpatient facility, or inpatient facility.
 - b. Supplies for treatment of disease or injury that are prescribed by a Practitioner and cannot be obtained without a Practitioner's prescription.
2. Exclusions
 - a. Supplies that can be obtained without a prescription, except for diabetic supplies. Examples include but are not limited to: (1) adhesive bandages; (2) dressing material for home use; (3) antiseptics, (4) medicated creams and ointments; (5) cotton swabs; and (6) eyewash.

T. Home Health Care Services

Medically Necessary and Medically Appropriate services and supplies authorized by the Plan and provided in Your home by a Practitioner who is primarily engaged in providing home health care services. Home visits by a skilled nurse require Prior Authorization. Physical, speech or occupational therapy provided in the home does not require Prior Authorization, but does apply to the Therapy Services visit limits shown in Attachment C: Schedule of Benefits.

1. Covered Services
 - a. Part-time, intermittent health services, supplies and medications, by or under the supervision of a registered nurse.
 - b. Home infusion therapy.

- c. Rehabilitative therapies such as physical therapy, occupational therapy, etc. (subject to the limitations of the Therapeutic/Rehabilitative benefit).
- d. Medical social services.
- e. Dietary guidance.
- f. Coverage is limited as indicated in Attachment C: Schedule of Benefits.

2. Exclusions

- a. Items such as non-treatment services for: (1) routine transportation; (2) homemaker or housekeeping services; (3) supportive environmental equipment; (4) Custodial Care; (5) social casework; (6) meal delivery; (7) personal hygiene; (8) Convenience Items; (9) home health aides; and (10) private duty nursing.
- b. Services that were not Authorized by the Plan.

U. Hospice

Medically Necessary and Medically Appropriate services and supplies for supportive care where life expectancy is 6 months or less.

1. Covered Services

- a. Benefits will be provided for: (1) part-time intermittent nursing care; (2) medical social services; (3) bereavement counseling; (4) medications for the control or palliation of the illness; (5) home health aide services; and (6) physical or respiratory therapy for symptom control.

2. Exclusions

- a. Inpatient hospice services, unless approved by Case Management.
- b. Services such as: (1) homemaker or housekeeping services; (2) meals; (3) Convenience or comfort items not related to the illness; (4) supportive environmental equipment; (5) private duty nursing; (6) routine transportation; (7) funeral or financial counseling.

V. Behavioral Health Services

Medically Necessary and Medically Appropriate Behavioral Health Services performed by a licensed Provider.

Prior Authorization is required for:

- (a) All inpatient levels of care, which includes Acute care and residential care.
- (b) Partial hospitalization programs.
- (c) Intensive outpatient treatment programs.
- (d) Certain outpatient Behavioral Health Services including, but not limited to, electro-convulsive therapy (ECT), transcranial magnetic stimulation (TMS), applied behavior analysis (ABA) therapy and psychological testing.

Visit bcbst.com or call the number on the back of Your ID card if You have questions about Prior Authorization requirements for Behavioral Health Services.

1. Covered Services

- a. Inpatient services for care and treatment of mental health and substance use disorders.
- b. Outpatient facility services, including partial hospitalization and intensive outpatient treatment programs for treatment of mental health and substance use disorders.
- c. Practitioner visits for care and treatment of mental health and substance use disorders.
- d. Medication Assisted Treatment (MAT), including drugs used for substance use disorder administered or dispensed directly by a Practitioner.
- e. Telehealth.

2. Exclusions

- a. Marriage and family counseling without a behavioral health diagnosis.
- b. Vocational and educational training and/or services.
- c. Custodial or domiciliary care.
- d. Conditions without recognizable ICD-codes, such as adult child of alcoholics, co-dependency and self-help programs.
- e. Sleep disorders.
- f. Court ordered examinations and treatment, unless Medically Necessary.
- g. Pain management.

W. Vision

Medically Necessary and Medically Appropriate diagnosis and treatment of diseases and injuries that impair vision.

1. Covered Services

- a. Services and supplies for the diagnosis and treatment of diseases and injuries to the eye.
- b. First set of eyeglasses or contact lens required to adjust for vision changes due to cataract surgery and obtained within 6 months following the surgery.
- c. One vision exam per Annual Benefit Period.
- d. One set of lenses including bi-focal, tri-focal, etc., every Annual Benefit Period.
- e. Contact lenses in lieu of eyeglasses every Annual Benefit Period.
- f. One set of frames every 2 Annual Benefit Periods.
- g. One (1) retinopathy screening for diabetics per Annual Benefit Period.

2. Exclusions

- a. Routine vision services, including services, Surgeries and supplies to detect or correct refractive errors of the eyes.
- b. Eye exercises and/or therapy.
- c. Visual training.
- d. The replacement of contacts after the initial pair has been provided following cataract Surgery.
- e. Charges for vision testing exams, lenses, frames or contacts ordered while Covered but not delivered within 60 days after Coverage is terminated.
- f. Charges for sunglasses, photosensitive, anti-reflective or other optional charges when the charge exceeds the amount allowed for regular lenses.
- g. Charges filed for procedures the administrator determines to be special or unusual, such as orthoptics, vision training, subnormal vision aids, aniseikonic lenses, tonography, corneal refractive therapy, etc.

- h. Charges for lenses that do not meet the Z80.1 or Z80.2 standards of the American National Standards Institute.
- i. Charges in excess of the Maximum Allowable Charge shown in Attachment C, Schedule of Benefits.

X. Drugs – Medical Coverage

Medically Necessary and Medically Appropriate pharmaceuticals for the treatment of disease or injury.

1. Covered Services

- a. Treatment of phenylketonuria (PKU), including special dietary formulas while under the supervision of a Practitioner.
- b. Pharmaceuticals that are dispensed or intended for use while You are confined in a hospital, skilled nursing facility or other similar facility.

2. Exclusions

- a. Prescription drugs except as indicated in this EOC.
- b. Those pharmaceuticals that may be purchased without a Prescription.

Y. Drugs – Prescription Coverage

Medically Necessary and Medically Appropriate Prescription Drugs for the treatment of disease or injury. Covered Prescription Drugs are identified on the Drug Formulary, which can be found at bcbst.com.

1. Covered Services

- a. Certain Prescription Drugs are Covered at 100% at Network Pharmacies, in accordance with the Preventive Services provision of the Affordable Care Act and are identified on the Drug Formulary with an “ACA” indicator.

Prescription Drugs on the Drug Formulary that do not have an “ACA” indicator are Covered at the standard Prescription Drug benefits listed in “Attachment C: Schedule of Benefits.”
- b. Prescription Drugs prescribed when You are not confined in a hospital or other facility. Prescription Drugs must be:
 - dispensed by a licensed pharmacist or dispensing Practitioner on or after Your Coverage begins;

- approved for use by the Food and Drug Administration (FDA) and;
- listed on the Drug Formulary; and
- c. Treatment of phenylketonuria (PKU), including special dietary formulas while under the supervision of a Practitioner.
- d. As prescribed for the treatment of diabetes: blood glucose monitors, including monitors designed for the legally blind; test strips for glucose monitoring; visual reading and urine test strips; insulin; injection aids; syringes; lancets; oral hypoglycemic agents; glucagon emergency kits; and injectable incretin mimetics when used in conjunction with selected Prescription Drugs for the treatment of diabetes.
- e. Immunizations administered at a Network Pharmacy.
- f. Drugs, dietary supplements and vitamins with a Prescription that are listed with an A or B recommendation by the United States Preventive Services Task Force (USPSTF) in accordance with federal regulations.
- g. Certain drugs require Step Therapy. When Step Therapy is required, You must initially try a drug that has been proven effective for most people with Your condition. However, if You have already tried an alternate, less expensive drug and it did not work, or if Your doctor believes that You must take the more expensive drug because of Your medical condition, Your doctor can contact the Administrator to request an exception. If the request is approved, the Administrator will Cover the requested drug.
- h. Prescription Drugs that are commercially packaged or commonly dispensed in quantities less than a [30-34] calendar day supply (e.g. Prescription Drugs that are dispensed based on a certain quantity for a therapeutic regimen) will be subject to one Drug Copayment, provided the quantity does not exceed the FDA-approved dosage for four calendar weeks.
- i. If You abuse or over use Pharmacy services outside of Our administrative procedures, We may restrict Your

Pharmacy access. We will work with You to select a Network Pharmacy, and You can request a change in Your Network Pharmacy.

- j. The following prescription and over the counter medications and their generic alternatives are included with a physician prescription:

PriLOSEC	PriLOSEC OTC
Prevacid	Prevacid-24
Zegrid	Zegrid OTC
Claritin	Claritin D
Abreva	Zaditor
Zyrtec	Zyrtec D
Allegra	Allegra-D
Slo-Niacin Oral Tablet	Extended Release

2. Exclusions

- a. any Prescription Drug that is not on the Drug Formulary;
- b. drugs that are prescribed, dispensed or intended for use while You are confined in a hospital, skilled nursing facility or similar facility, except as otherwise stated in this EOC;
- c. Prescription Drugs dispensed in a Practitioner's office, except as otherwise Covered in the EOC;
- d. any Prescription Drugs that exceed Quantity Limits that specified by the administrator's P & T Committee;
- e. any Prescription Drugs purchased outside the United States, except those authorized by Us;
- f. any Prescription Drug dispensed by or through a non-retail Internet Pharmacy;
- g. contraceptives that require administration or insertion by a Provider (e.g., non-drug devices, implantable products such as Norplant, except injectables), except as otherwise Covered in the EOC;
- h. medications intended to terminate a pregnancy;
- i. non-medical supplies or substances, including support garments, regardless of their intended use;
- j. artificial appliances;
- k. allergen extracts;

- l. any Prescription Drugs dispensed more than one year following the date of the original Prescription, unless otherwise specified by Tennessee state or federal law;
- m. Prescription Drugs You receive without charge in accordance with any worker's compensation laws or any municipal, state, or federal program;
- n. replacement Prescriptions resulting from lost, spilled, stolen, or misplaced medications (except as required by applicable law);
- o. drugs dispensed by a Provider other than a Pharmacy or dispensing physician;
- p. Prescription Drugs used for the treatment of infertility;
- q. anorectics (any drug or medicine for the purpose of weight loss and appetite suppression);
- r. all newly FDA approved drugs prior to review by the administrator's P & T Committee. Prescription Drugs that represent an advance over available therapy according to the P & T Committee will be reviewed within at least six (6) months after FDA approval. Prescription Drugs that appear to have therapeutic qualities similar to those of an already marketed drug, will be reviewed within at least twelve (12) months after FDA approval;
- s. any Prescription Drugs or medications used for the treatment of sexual dysfunction, including but not limited to erectile dysfunction, delayed ejaculation, anorgasmia and decreased libido;
- t. Prescription Drugs used for cosmetic purposes including, but not limited to: (1) drugs used to reduce wrinkles; (2) drugs to promote hair-growth; (3) drugs used to control perspiration; (4) drugs to remove hair; and (5) fade cream products;
- u. FDA approved drugs used for purposes other than those approved by the FDA unless the drug is recognized for the treatment of the particular indication in one of the standard reference compendia;

- v. drugs used to enhance athletic performance;
- w. Experimental and/or Investigational Drugs;
- x. Compound Drugs, unless Medically Necessary and Medically Appropriate.
- y. Immunological agents, including but not limited to: (1) biological sera, (2) blood, (3) blood plasma; or (4) other blood products are not Covered, except for blood products required by hemophiliacs.
- z. Prescription and non-Prescription medical supplies, devices and appliances are not Covered, except for syringes used in conjunction with injectable medications or other supplies used in the treatment of diabetes and/or asthma.
- aa. Any drugs, medications, Prescription devices, dietary supplements or vitamins available over-the-counter without a Prescription, except as required by Tennessee or federal law.
- bb. Prescription refills requested outside the Plan's time limits. If You request a refill too soon, the Network Pharmacy will advise You when Your Prescription Drug benefit will Cover the refill.

These exclusions only apply to this section. Items that are excluded under this section may be Covered as medical supplies under the EOC. Please review Your EOC carefully.

The drug lists referenced in this section are subject to change. Current lists can be found at www.bcbst.com, or by calling the number on the membership ID card.

3. DEFINITIONS

- a. **Average Wholesale Price** – A published suggested wholesale price of the drug by the manufacturer.
- b. **Brand Name Drug** - A Prescription Drug identified by its registered trademark or product name given by its manufacturer, labeler or distributor.
- c. **Compound Drug** - An outpatient Prescription Drug that is not commercially prepared by a licensed pharmaceutical manufacturer in a dosage form approved by the Food and Drug Administration (FDA) and that contains at least one ingredient classified as a Legend Drug.
- d. **Drug Copayment** - The dollar amount specified in Attachment C: Schedule of Benefits that You must pay directly to the Network Pharmacy when the covered Prescription Drug is dispensed. The Drug Copayment is determined by the type of drug purchased, and must be paid for each Prescription Drug.
- e. **Drug Formulary - Preferred** – A list of specific generic and brand name Prescription Drugs Covered by the Administrator subject to Quantity Limitations, Prior Authorization, and Step Therapy. The Drug Formulary is subject to periodic review and modification at least annually by the Administrator's Pharmacy and Therapeutics Committee. The Drug Formulary is available for review at bcbst.com, or by calling the toll-free number shown on the back of Your Member ID card.
- f. **Experimental and/or Investigational Drugs** – Drugs or medicines that are labeled: "Caution – limited by federal law to Investigational use."
- g. **Generic Drug** -- A Prescription Drug that has the same active ingredients, strength or concentration, dosage form and route of administration as a Brand Name Drug. The FDA approves each Generic Drug as safe and effective as a specific Brand Name Drug or Non-Preferred Brand Drug. Generic Drugs may be available as preferred Generic Drugs and non-preferred Generic Drugs and are identified on the Drug Formulary, which can be found at bcbst.com or by calling the Member Service number on the back of Your ID card.
- h. **Home Delivery Network** – BlueCross BlueShield of Tennessee's (BlueCross) network of pharmaceutical providers that deliver prescriptions through mail service pharmacy facilities providers to Your home.
- i. **Legend Drugs** – A drug that, by law, can be obtained only by Prescription and bears the label, "Caution: Federal law prohibits dispensing without a Prescription."
- j. **Maximum Allowable Charge** – The amount that the administrator, at its sole discretion, has determined to be the maximum amount payable for a Covered Service. That determination will be based upon the administrator's contract with

- a Network Provider or the amount payable based on the administrator's fee schedule for the Covered Service.
- k. **Network Pharmacy** - A Pharmacy that has entered into a Network Pharmacy Agreement with the administrator or its agent to legally dispense Prescription Drugs to You, either in person or through home delivery.
 - l. **Non-Preferred Brand Drug or Elective Drug** - A Brand Name Drug that is not considered a Preferred Drug by the administrator. Usually there are lower cost alternatives to some Brand Name Drugs.
 - m. **Out-of-Network Pharmacy** - A Pharmacy that has not entered into a service agreement with the administrator or its agent to provide benefits at specified rates to You.
 - n. **Pharmacy** - A state or federally licensed establishment that is physically separate and apart from the office of a physician or authorized Practitioner, and where Legend Drugs are dispensed by Prescription by a pharmacist licensed to dispense such drugs and products under the laws of the state in which he or she practices.
 - o. **Pharmacy and Therapeutics Committee or P&T Committee** - A panel of participating pharmacists, Network Providers, medical directors and pharmacy directors that reviews medications for safety, efficacy and cost effectiveness. The P&T Committee evaluates medications for addition and deletion from the: (1) Drug Formulary; (2) Preferred Brand Drug list; (3) Prior Authorization Drug list; and (4) Quantity Limitation list. The P&T Committee may also set dispensing limits on medications.
 - p. **Plus90 Network** – BlueCross' network of retail pharmacies that are permitted to dispense Prescription Drugs to BlueCross Members on the same terms as pharmacies in the Mail Order Network.
 - q. **Preferred Brand Drug** - Brand Name Drugs that the administrator has reviewed for clinical appropriateness, safety, therapeutic efficacy, and cost effectiveness. The Preferred Brand Drug list is reviewed at least annually by the P&T Committee.
 - r. **Prescription** - A written or verbal order issued by a physician or duly licensed Practitioner practicing within the scope of his or her licensure and authorized by law to a pharmacist or dispensing physician for a drug, or drug product to be dispensed.
 - s. **Prescription Contraceptive Drugs** - Prescription drug products that are indicated for the prevention of pregnancy.
 - t. **Prescription Drug** - A medication containing at least one Legend Drug that may not be dispensed under applicable state or federal law without a Prescription, and/or insulin.
 - u. **Prior Authorization Drugs** - Prescription Drugs that are only eligible for reimbursement after Prior Authorization as determined by the P&T Committee.
 - v. **Quantity Limitation** – Quantity limitations applied to certain Prescription Drug products as determined by the P&T Committee.
 - w. **Specialty Drugs** – Injectable, infusion and select oral medications that require complex care, including special handling, patient education and continuous monitoring. Specialty Drugs are listed on the administrator's Specialty Drug list. Specialty Drugs are categorized as provider-administered or self-administered.
 - x. **Specialty Pharmacy Network** - A Pharmacy that has entered into a network pharmacy agreement with the administrator or its agent to legally dispense self-administered Specialty Drugs to You.
 - y. **Step Therapy** – A form of Prior Authorization that begins drug therapy for a medical condition with the most cost-effective and safest drug therapy and progresses to alternate drugs only if necessary. Prescription Drugs subject to Step Therapy guidelines are: (1) used only for patients with certain conditions; (2) Covered only for patients who have failed to respond to, or have demonstrated an intolerance to, alternate Prescription Drugs, as supported by appropriate medical documentation; and (3) when used in conjunction with selected Prescription Drugs for the treatment of Your condition.
- Z. Specialty Drugs**
- Medically Necessary and Medically Appropriate Specialty Drugs used to treat chronic, complex conditions and that typically require special handling, administration or monitoring. Prior Authorization is required, or benefits will be

reduced. Call the Administrator's consumer advisors at the number listed on the back of Your Member ID card or check bcbst.com to find out which Specialty Drugs require Prior Authorization.

1. Covered Services

- a. Provider-administered Specialty Drugs as identified on the Provider-administered Specialty Drug list when dispensed by a Pharmacy in Our Specialty Pharmacy Network. The current list can be found at bcbst.com or by calling the number on the back of Your ID card.
- b. Self-administered Specialty Drugs as identified on the Drug Formulary when dispensed by a Pharmacy in Our Specialty Pharmacy Network, which can be found at bcbst.com or by calling the number on the back of Your ID card.

2. Exclusions

- a. Self-administered Specialty Drugs that are not dispensed by a Pharmacy in Our Specialty Pharmacy Network.
- b. FDA-approved drugs used for purposes other than those approved by the FDA, unless the drug is recognized for the treatment of the particular indication in one of the standard reference compendia.
- c. Provider-administered Specialty Drugs that are not dispensed by a Pharmacy in Our Specialty Pharmacy Network.

EVIDENCE OF COVERAGE

ATTACHMENT B: OTHER EXCLUSIONS

This EOC does not provide benefits for the following services, supplies or charges:

1. Services or supplies not listed as Covered Services under Attachment A: Covered Services.
2. Services or supplies that are determined to be not Medically Necessary and Medically Appropriate.
3. Services or supplies that are Investigational in nature including, but not limited to: (1) drugs; (2) biologicals; (3) medications; (4) devices; and (5) treatments.
4. Illness or injury resulting from war that occurred before Your Coverage began under this EOC and that is covered by: (1) veteran's benefit; or (2) other coverage for which You are legally entitled.
5. Self-treatment or training.
6. Staff consultations required by hospital or other facility rules.
7. Services that are free.
8. Services or supplies for the treatment of work related illness or injury, regardless of the presence or absence of workers' compensation coverage.
9. Personal, physical fitness, recreational and Convenience Items and services such as: (1) barber and beauty services; (2) television; (3) air conditioners; (4) humidifiers; (5) air filters; (6) heaters, (7) physical fitness equipment; (8) saunas; (9) whirlpools; (10) water purifiers; (11) swimming pools; (12) tanning beds; (13) weight loss programs; (14) physical fitness programs; or (15) self-help devices, programs or applications (including but not limited to mobile medical applications) of any type, whether for medical, behavioral health or non-medical use, unless such mobile application is approved in advance by BlueCross to be used in connection with a wellness program offered by BlueCross.
10. Services or supplies received before Your effective date for Coverage with this Plan.
11. Services or supplies related to a Hospital Confinement received before Your effective date for Coverage with this Plan.
12. Services or supplies received after Your Coverage under this Plan ceases for any reason. This is true even though the expenses relate to a condition that began while You were Covered. The only exception to this is described under the Extended Benefits section.
13. Services or supplies received in a dental or medical department maintained by or on behalf of the Employer, mutual benefit association, labor union or similar group.
14. Services or charges to complete a claim form or to provide medical records or other administrative functions. We will not charge You or Your legal representative for statutorily required copying charges;
15. Charges for failure to keep a scheduled appointment;
16. Charges for telephone consultations, e-mail or web based consultations, except as otherwise stated in this EOC;
17. Court ordered examinations and treatment, unless Medically Necessary.
18. Room, board and general nursing care rendered on the date of discharge, unless admission and discharge occur on the same day.
19. Charges in excess of the Maximum Allowable Charge for Covered Services.
20. Any service stated in Attachment A as a non-Covered Service or limitation.
21. Charges for services performed by You or Your spouse, or Your or Your spouse's parent, sister, brother or child.
22. Any charges for handling fees.
23. Unless Covered in the "Drug – Prescription Coverage" section, nicotine replacement therapy and aids to smoking cessation including, but not limited to, patches.
24. Human growth hormones, unless Covered in the "Drugs – Prescription Coverage" section.
25. Safety items, or items to affect performance primarily in sports-related activities.
26. Services or supplies related to treatment of complications (except Complications of Pregnancy) that are a direct or closely related result of a Member's refusal to accept treatment, medicines, or a course of treatment that a Provider has recommended or has been determined to be

- Medically Necessary, including leaving an inpatient medical facility against the advice of the treating physician.
27. Services considered Cosmetic, except when Medically Necessary and Medically Appropriate. This exclusion also applies to surgeries to improve appearance following a prior Surgical Procedure, even if that prior procedure was a Covered Service. Cosmetic services include, but are not limited to: (1) breast augmentation; (2) sclerotherapy injections, laser or other treatment of spider veins and varicose veins; (3) rhinoplasty; (4) panniculectomy/abdominoplasty; and (5) Botulinum toxin.
 28. Services that are always considered Cosmetic include, but are not limited to, (1) removal of tattoos; (2) facelifts; (3) body contouring or body modeling; (4) injections to smooth wrinkles; (5) piercing ears or other body parts; (6) rhytidectomy or rhytidoplasty; (7) brachioplasty; (8) keloid removal; (9) dermabrasion; (10) chemical peels; and (11) laser resurfacing.
 29. Lipectomy for cosmetic purpose or for the treatment of variations in fat distribution.
 30. Charges relating to surrogate pregnancy, when the surrogate mother is not a Covered Member under this Plan.
 31. Sperm preservation.
 32. Private duty nursing.
 33. Unless Covered by a supplemental Prescription Drug Coverage offered under this Plan, services or supplies to treat sexual dysfunction, regardless of cause, including but not limited to erectile dysfunction, delayed ejaculation, anorgasmia and decreased libido. This exclusion does not apply to office visits.
 34. Services or supplies directly related to complications of cosmetic procedures, or body remodeling after weight loss.
 35. Intradiscal annuloplasty to treat discogenic back pain. This procedure provides controlled delivery of heat to the intervertebral disc through an electrode or coil.
 36. Compound drugs, unless Medically Necessary and Medically Appropriate.
 37. Travel immunizations not received through Your pharmacy benefit.
 38. Medical tourism or care received outside the United States when You choose to have an elective procedure in another country.
 39. Non-emergency and non-urgent medical services or supplies received while traveling outside of the United States when treatment could have been reasonably delayed.
 40. Home delivery of childbirth and any related services, unless the delivery is performed by a provider licensed by the state board of nursing as a registered nurse and duly certified as a nurse midwife by the American College of Nurse-Midwives.
 41. Boarding school programs, wilderness treatment programs or similar programs, whether or not the program is part of a residential treatment facility or otherwise licensed institution. This exclusion applies to programs that treat medical conditions, surgical conditions, behavioral health conditions and substance use disorder.
 42. Services that do not require a licensed professional and may be provided by non-clinical personnel. This includes art therapy, music therapy, dance therapy, horseback therapy, and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health.

EVIDENCE OF COVERAGE
ATTACHMENT C: PPO SCHEDULE OF BENEFITS

Group Name: City of Columbia
Group Number: 108895
Annual Benefit Period: July 1, 2023, to June 30, 2024
Network: S

PLEASE READ THIS IMPORTANT STATEMENT: In-Network benefits apply to services received from Network Providers and Non-Contracted Providers.

Out-of-Network benefit percentages apply to BlueCross Maximum Allowable Charge, not to the Provider's billed charge. When using Out-of-Network Providers, You must pay the difference between the Provider's price and the Maximum Allowable Charge. This amount can be substantial. **For more information, please refer to the definitions of Coinsurance and Maximum Allowable Charge in the Definitions section of this EOC.**

For the following services rendered by an Out-of-Network Provider, Network Benefits including Deductible and Out-of-Pocket Maximum will apply, and the Provider may not balance bill You as required by state or federal law:

1. Emergency Care Services rendered at an out-of-network hospital Emergency department or a licensed freestanding Emergency department.
2. Covered items and services rendered by an Out-of-Network Provider at an in-network hospital. Note that in certain circumstances, You may agree to receive treatment from an Out-of-Network Provider and waive balance billing protections, provided that You provide consent prior to treatment, and that Your consent satisfies applicable regulatory requirements.
3. Emergent and other Authorized air ambulance services (the same criteria to determine if services from an in-network air ambulance Provider are Covered is used to determine whether services from an out-of-network air ambulance Provider are Covered).

Also, if You are seeing a Network Provider that becomes an Out-of-Network Provider and You have complex care or other needs as defined by state or federal law, You are eligible for Network Benefits for 120 days, giving You the opportunity to find a Network Provider to receive a Network Benefit in the future. Please contact Our consumer advisors at the Member Service number on the back of Your ID card if You would like to request Network Benefits from an Out-of-Network Provider.

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Preventive Health Care Services		
Well Child Care (to age 6)	100%	60% of the Maximum Allowable Charge after Deductible
Well Woman Exam	100%	60% of the Maximum Allowable Charge after Deductible
Mammogram, Cervical cancer Screening and Prostate cancer Screening, this includes Digital Breast Tomosynthesis (3D Mammogram) as Medically Necessary and Medically Appropriate.	100%	60% of the Maximum Allowable Charge after Deductible
Immunizations	100%	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Well Care Services (ages 6 and up) Includes preventive health exam, screenings and counseling services. Tobacco use counseling performed in a primary care setting; limited to 8 visits per Annual Benefit Period; Alcohol misuse counseling performed in a primary care setting, limited to 8 visits per Annual Benefit Period; Dietary counseling for adults with hyperlipidemia, hypertension, obesity, Type 2 diabetes, coronary artery disease and/or congestive heart failure limited to 12 visits annually.	100%	60% of the Maximum Allowable Charge after Deductible
Other Well Care Screenings, age 6 and above, including flexible sigmoidoscopy or colonoscopy	100%	60% of the Maximum Allowable Charge after Deductible
Lactation support services by a trained provider during pregnancy or in the post-partum period. .	100%	60% of the Maximum Allowable Charge after Deductible
Breast Pump, limited to one per pregnancy, and related supplies	100%	60% of the Maximum Allowable Charge after Deductible
FDA-approved contraceptive methods, sterilization procedures and counseling for women with reproductive capacity.	100%	60% of the Maximum Allowable Charge after Deductible
One (1) retinopathy screening for diabetics per Annual Benefit Period	100%	Not Covered
Hemoglobin A1C test	100%	60% of the Maximum Allowable Charge after Deductible
Services Received at the Practitioner's office		
Office Exams and Consultations		
Diagnosis and treatment of illness or injury, including medical and behavioral health conditions	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Maternity care	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Injections and Immunizations		
Allergy injections and allergy extract	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All other medicine injections, excluding Specialty Drugs For surgery injections, please see Office Surgery under the Other office procedures, services or supplies section.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Diagnostic Services (e.g. x-ray and labwork)		
Allergy Testing	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Advanced Radiological Imaging Includes CT scans, MRIs, PET scans, nuclear medicine and similar technologies Advanced Radiological Imaging services require Prior Authorization. If Prior Authorization is not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information,) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All Other Diagnostic Services for illness or injury	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Maternity care diagnostic services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Other office procedures, services or supplies		
Office Surgery, including anesthesia, performed in and billed by the Practitioner's office Some procedures require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization. Surgeries include incisions, excisions, biopsies, injection treatments, fracture treatments, applications of casts and splints, sutures, and invasive diagnostic services (e.g., colonoscopy, sigmoidoscopy and endoscopy).	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Therapy Services: Physical, speech, occupational, and manipulative therapy limited to 30 visits per therapy type per Annual Benefit Period; Cardiac and pulmonary rehab therapy limited to 36 visits per Annual Benefit Period Limits do not apply to services for treatment of autism spectrum disorders.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Non-routine treatments: Includes renal dialysis, radiation therapy, chemotherapy and infusions. Does not apply to Specialty Drugs.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All Other Office services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Services Received at a Facility		
Inpatient Hospital Stays and Behavioral Health Services: Inpatient hospital stays (except initial maternity admission and Emergency admissions) and Behavioral Health Services require a Prior Authorization. Benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges (including global maternity delivery charges billed as inpatient service)	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Skilled Nursing or Rehab Facility stays (Limited to 60 days per Annual Benefit Period) Prior Authorization required. Benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Emergency Care Services (Whether the Practitioner is considered an Emergency physician and therefore reimbursable under this benefit is determined by the place of service on the claim.)		
Emergency Room charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
Advanced Radiological Imaging Services Includes CT scans, MRIs, PET scans, nuclear medicine and similar technologies.	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
All Other Hospital charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
Practitioner Charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Outpatient Facility Services including Behavioral Health Intensive Outpatient and Partial Hospitalization Some procedures including non-Emergency Advanced Radiological Imaging require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization. Surgeries include invasive diagnostic services (e.g., colonoscopy, sigmoidoscopy).		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Outpatient Diagnostic Services and Outpatient Screenings		
Advanced Radiological Imaging Includes CT scans, MRIs, PET scans, nuclear medicine and similar technologies. Advanced Radiological Imaging services require Prior Authorization. If Prior Authorization is not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All other Diagnostic Services for illness or injury	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Maternity care diagnostic services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Other Outpatient procedures services, or supplies		
Non-routine injections, immunizations and treatments: Includes renal dialysis, radiation therapy, chemotherapy and infusions. Does not apply to Specialty Drugs.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Therapy Services: Physical, speech, occupational, and manipulative therapy limited to 30 visits per therapy type per Annual Benefit Period; Cardiac and pulmonary rehab therapy limited to 36 visits per therapy type per Annual Benefit Period Limits do not apply to services for treatment of autism spectrum disorders.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
All Other services received at an Outpatient Facility, including chemotherapy, radiation therapy, injections, infusions, and renal dialysis	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Other Services		
Urgent Care Center charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Ground Ambulance	80% of the Billed Charges after Deductible	80% of the Billed Charges after Deductible
Air Ambulance	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Home health care services, including home infusion therapy Home health care may require Prior Authorization and is limited to 60 visits per Annual Benefit Period. Physical, speech, or occupational therapy provided in the home does not require Prior Authorization and are subject to the therapy services visit limits.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Hospice Care	100%	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Hearing Aids for Members under age 18 Limited to one per ear every 3 years (as determined by Your Annual Benefit Period)	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Vision Care 1 vision exam per Annual Benefit Period 1 set of lenses (including bifocal, trifocal) per Annual Benefit Period 1 set of contact lenses in lieu of glasses per Annual Benefit Period 1 set of frames every 2 Annual Benefit Periods	\$20 Copayment 100% up to \$85 100% up to \$150 100% up to \$75 These dollar limits do not apply to Members under age 19.	
Evaluation & Testing of Infertility	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Speech Therapy for Developmental Delay	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Medical Vision Care		
Vision exam for the treatment of injuries and diseases of the eye	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Frames, lenses, and contacts Covered following treatment and surgery to repair certain injuries and diseases that impair vision	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Organ Transplant Services		
Transplant Services All Transplant Services require Prior Authorization. Call customer service before any pre-transplant evaluation or other transplant service is performed to request Prior Authorization, and to determine if there are facilities available in the BDCT Network for Your specific transplant type. See the “Prior Authorization, Care Management, Medical Policy and Patient Safety” and “Organ Transplants” section of this EOC for more information.	Blue Distinction Centers for Transplants (BDCT) Network: 80% after Network Deductible, Network Out-of-Pocket Maximum applies.	Transplant Network: 80% after Network Deductible, Network Out-of-Pocket Maximum applies. Out-of-Network Providers: 60% of the Maximum Allowable Charge after Out-of-Network Deductible, Out-of-Network Out-of-Pocket Maximum applies.

Schedule of Pharmacy Prescription Drug Copayments

Drug Out-of-Pocket Maximum	
Individual Annual Benefit Period Drug Out-of-Pocket Maximum Once You have met Your Annual Benefit Period Drug Out-of-Pocket Maximum, benefits are payable at 100% for other Prescription Drugs You incur during the remainder of that Annual Benefit Period.	In-Network: \$3,600 Individual Out-of-Network: \$10,800 Individual
Family Annual Benefit Period Drug Out-of-Pocket Maximum Once You have met Your Annual Benefit Period Drug Out-of-Pocket Maximum, benefits are payable at 100% for other Prescription Drugs You incur during the remainder of that Annual Benefit Period.	In-Network: \$7,200 Individual Out-of-Network: \$21,600 Individual
Prescription Drugs are subject to a separate Pharmacy Out-of-Pocket Maximum. Cost share for Prescription Drugs will apply to the Pharmacy Out-of-Pocket Maximum only and will not apply to satisfying any other Out-of-Pocket Maximum in the Plan.	

Prescription Drugs for Retail Network and Home Delivery Network					
Prescription Drugs	Preferred Generic Drug	Non-Preferred Generic Drug	Preferred Brand Drug	Non-Preferred Brand Drug	Out-of-Network
RX03 Retail Network – Up to a 30 day supply	\$0 Copay	\$0 Copay	30% (\$100 maximum Copay per Prescription)	30%, then \$30 Copay (\$150 maximum Copay per Prescription)	60% of the Maximum Allowable Charge after Deductible
RX03 Retail Network - Greater than a 30 day supply	Not Covered; must utilize either Home Delivery Network or Plus90 Retail Network				
Home Delivery Network and Plus90 Retail Network – Up to a 30 day supply	\$0 Copay	\$0 Copay	30% (\$100 maximum Copay per Prescription)	30%, then \$30 Copay (\$150 maximum Copay per Prescription)	60% of the Maximum Allowable Charge after Deductible
Home Delivery Network and Plus90 Retail Network – For a 31 to 60 day supply	\$10 Copay	\$10 Copay	30% (\$200 maximum Copay per Prescription)	30%, then \$60 Copay (\$300 maximum Copay per Prescription)	60% of the Maximum Allowable Charge after Deductible
Home Delivery Network and Plus90 Retail Network – For a 61 to 90 day supply	\$10 Copay	\$10 Copay	30% (\$200 maximum Copay per Prescription)	30%, then \$60 Copay (\$300 maximum Copay per Prescription)	60% of the Maximum Allowable Charge after Deductible
Covered Over the Counter Drugs - Up to a 30 day supply	\$0 Copay	\$0 Copay	\$1 Copay	\$1 Copay	60% of the Maximum Allowable Charge after Deductible
Covered Over the Counter Drugs - For a 31 to 60 day supply	\$2 Copay	\$2 Copay	\$2 Copay	\$2 Copay	60% of the Maximum Allowable Charge after Deductible

Covered Over the Counter Drugs – For a 61 to 90 day supply	\$3 Copay	\$3 Copay	\$3 Copay	\$3 Copay	60% of the Maximum Allowable Charge after Deductible
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Self-administered Specialty Drugs - To receive benefits for self-administered Specialty Drugs, You must use a Preferred Pharmacy in Our Specialty Pharmacy Network.

Self-administered Specialty Drugs are limited up to a 30-day supply per Prescription

	Generic Drug/Preferred Brand Drug/Non-Preferred Brand Drug
Specialty Pharmacy Network – Preferred	\$0/\$100/\$100 Drug Copayment per Prescription
Out-of-Network	Not Covered

90-day supplies are available through the Mail Order Network and the Plus90 Network. See bcbst.com to locate network pharmacies and to learn more about the Mail Order Network.

At the Network Pharmacy, You will pay the lesser of Your applicable Copayment or Coinsurance, the Maximum Allowable Charge, Our discounted rate or the Network's Pharmacy's charge for the Prescription Drug.

For both Prescription Drugs and self-administered Specialty Drugs, if You or the prescribing physician choose a Preferred Brand Drug or Non-Preferred Brand Drug when a Generic Drug equivalent is available, You will be financially responsible for the Generic Drug Copay or Coinsurance plus a Penalty. The Penalty is the difference between the cost of the Preferred Brand Drug or Non-Preferred Brand Drug and the Generic Drug. You may request an exception by completing the Pharmaceutical Exception Request form available on Our website at bcbst.com.

If You have a Prescription filled at an Out-of-Network Pharmacy, You must pay all expenses and file a claim for reimbursement with the administrator. You will be reimbursed based on the Maximum Allowable Charge, less any applicable out-of-network Deductible, Coinsurance, and/or Drug Copayment amount.

In the Self-administered Specialty Drugs section, Out-of-Network refers to outside the Specialty Pharmacy Network, not outside the standard retail Pharmacy Network.

Provider-Administered Specialty Drugs - To receive benefits for Provider-administered Specialty Drugs, You must use a Preferred Pharmacy in Our Specialty Pharmacy Network.

Cost share listed for Provider-administered Specialty Drugs is for the medication only. Providers may bill additional charges for the administering of the drug; refer elsewhere in the schedule for applicable benefit (e.g., chemotherapy, labwork).

At the Specialty Pharmacy Network, You will pay the lesser of Your applicable Copayment or Coinsurance, the Maximum Allowable Charge, Our discounted rate or the Specialty Pharmacy Network's charge for the Prescription Drug.

Provider-administered Specialty Drugs	Preferred Specialty Pharmacy Network	Out-of-Network
Provider-administered Specialty Drugs, as indicated in the Provider-administered Specialty Drug list	\$100 Copay	Not Covered

Miscellaneous Limits:	In-Network Services received from Network Providers	Out-of-Network Services received from Out-of-Network Providers
Lifetime Maximum	Unlimited	
	In-Network Services received from Network Providers	Out-of-Network Services received from Out-of-Network Providers
Deductible		
Individual	\$1,000	\$2,000
Family	\$2,000	\$4,000
Out-of-Pocket Maximum		
Individual	\$3,000	\$9,000
Family	\$6,000	\$18,000
4 th Quarter Deductible Carryover ¹	Excluded	

1. Dollar amounts incurred during the last 3 months of an Annual Benefit Period that are applied to the Deductible during that Annual Benefit Period will not apply to the Deductible for the next Annual Benefit Period.

When services that require Prior Authorization are received from Out-of-Network Providers, and Network Providers outside Tennessee, You are responsible for obtaining Prior Authorization. Benefits may be reduced to 50% for Out-of-Network Providers and Network Providers outside Tennessee when Prior Authorization is not obtained.

GENERAL LEGAL PROVISIONS

INDEPENDENT LICENSEE OF THE BLUECROSS BLUESHIELD ASSOCIATION

BlueCross is an independent corporation operating under a license from the BlueCross BlueShield Association (the “Association.”) That license permits BlueCross to use the Association’s service marks within its assigned geographical location. BlueCross is not a joint venturer, agent or representative of the Association nor any other independent licensee of the Association.

RELATIONSHIP WITH NETWORK PROVIDERS

A. Independent Contractors

Network Providers are independent contractors and are not employees, agents or representatives of the administrator. Network Providers contract with the administrator, which has agreed to pay them for rendering Covered Services to You. Network Providers are solely responsible for making all medical treatment decisions in consultation with their Member-patients. The Employer and the administrator do not make medical treatment decisions under any circumstances.

While the administrator has the authority to make benefit determinations and interpret the terms of Your Coverage, the Employer, as the Plan Administrator as that term is defined in ERISA, has the discretionary authority to make the final determination regarding the terms of Your Coverage (“Coverage Decisions.”) Both the administrator and the Employer make Coverage Decisions based on the terms of this EOC, the ASA, the administrator’s internal guidelines, policies, procedures, and applicable State or Federal laws. The Employer retains the authority to determine whether You or Your dependents are eligible for Coverage.

You may request reconsideration of a Coverage Decision as explained in the Grievance Procedure section of this EOC. The participation agreement requires Network Providers to fully and fairly explain the administrator’s Coverage Decisions to You, upon request, if You decide to request that the administrator reconsider a Coverage Decision.

B. Termination of Providers’ Participation

The administrator or a Network Provider may end their relationship with each other at any time. A Network Provider may also limit the number of Members that he, she or it will accept as patients during the term of this Agreement. The administrator does not promise that any specific Network Provider will be available to render services while You are Covered.

C. Provider Directory

A Directory of Network Providers is available at no additional charge to You. You may also check to see if a Provider is in Your Plan’s Network by going online to www.bcbst.com.

REWARDS OR INCENTIVES

Any reward or incentive You receive under a health or wellness program may be taxable. Talk to Your tax advisor for guidance. Rewards or incentives may include cash or cash equivalents, merchandise, gift cards, debit cards, Premium discounts or rebates, contributions toward Your health savings account (if applicable), or modifications to a co-payment, co-insurance, or deductible amount.

OUR PAYMENT METHODS FOR NETWORK PROVIDERS

Our agreements with Network Providers include different payment arrangements. We use various alternative Provider payment methodologies including, but not limited to, Diagnosis Related Group (DRG) payments, discounted fee-for-service payments, patient-centered medical home programs, bundled payments for episodes of care, pay-for-performance initiatives, and other quality improvement and/or cost containment programs.

STATEMENT OF RIGHTS UNDER THE NEWBORNS’ AND MOTHERS’ HEALTH PROTECTION ACT

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by

cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., Your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier. Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay. In addition, a plan or issuer may not, under federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce Your Out-of-Pocket costs, You may be required to obtain precertification. For information on precertification, contact Your plan administrator.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

Patients who undergo a mastectomy and who elect breast reconstruction in connection with the mastectomy are entitled to coverage for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedemas.

The Coverage will be provided subject to the same Coinsurance, Copays and Deductibles established for other benefits under this Plan. Please refer to the Covered Services section of this EOC for details.

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994

A Subscriber may continue his or her Coverage and Coverage for his or her Dependents during military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. When the Subscriber returns to work from a military leave of absence, the Subscriber will be given credit for the time the Subscriber was covered under the Plan prior to the leave. Check with the Employer to see if this provision applies.

SUBROGATION AND RIGHT OF REIMBURSEMENT

A. Subrogation Rights

The Plan shall be subrogated to and/or have the right to recover amounts paid to provide Covered Services to You for illnesses or injuries caused, insured or reimbursed by any parties, including the right to recover the reasonable value of services rendered by Network Providers. This subrogation right attaches automatically as a lien against any proceeds received by You from a third-party for the cost of care or treatment for any injury or illness caused by the third party for which medical payment is provided.

The Plan has the right to recover any and all amounts equal to the Plan's payments from:

- the insurance of the injured party;
- the person, company (or combination thereof) that caused the illness or injury, or their insurance company; or
- any other source, including uninsured or underinsured motorist coverage, medical payment coverage, or similar medical reimbursement policies.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The Plan's recovery will not be affected by any reductions due to Your negligence, nor by attorney fees and costs You incur.

B. Priority Right of Reimbursement

Separate and apart from the Plan's right of subrogation, the Plan shall have first lien and right to reimbursement. This reimbursement right attaches automatically as a lien against any proceeds received by You from a third-party for the cost of care or treatment for any injury or illness caused by the third party for which medical payment is provided. The Plan's first lien supersedes any right that You or Your estate may have to be "made whole". In other words, the Plan is entitled to the right of first reimbursement out of any recovery You or Your estate might procure regardless of whether You or Your estate have received compensation for any of Your damages or expenses, including Your or Your estate's attorneys' fees or costs. This priority right of reimbursement supersedes Your or Your estate's right to be made whole from any recovery, whether full or partial. In addition, You agree on behalf of Yourself and Your estate to do nothing to prejudice or oppose the Plan's right to subrogation and reimbursement and You acknowledge that the Plan precludes operation of the "made-whole", "attorney-fund", and "common-fund" doctrines. You agree on behalf of Yourself and Your estate to reimburse the Plan 100% first for any and all benefits provided through the Plan, and for any costs of recovering such amounts from any party from any and all amounts recovered through:

- Any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from Your own insurance and/or from the third party (or their insurance or their estate);
- Any auto or recreational vehicle insurance coverage or benefits including, but not limited to, uninsured or underinsured motorist coverage;
- Business and homeowner medical liability insurance coverage or payments.

The Plan may notify those parties of its lien and right to reimbursement without notice to or consent from those Members.

This priority right of reimbursement applies regardless of whether such payments are designated as payment for (but not limited to) pain and suffering, medical benefits, and/or other specified damages. It also applies regardless of whether the Member is a minor.

This priority right of reimbursement will not be reduced by attorney fees and costs You or Your estate incur.

Notice and Cooperation

Members are required to notify the administrator if they are involved in an incident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable the administrator to protect the Plan's rights under this section. Members are also required to cooperate with the administrator and to execute any documents that the administrator, acting on behalf of the Employer, deems necessary to protect the Plan's rights under this section.

The Member shall not do anything to hinder, delay, impede or jeopardize the Plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the Plan to withhold any and all benefits due the Member under the Plan. This is in addition to any and all other rights that the Plan has pursuant to the provisions of the Plan's subrogation rights and/or priority right of reimbursement.

If the Plan has to file suit, or otherwise litigate to enforce its subrogation rights and/or priority right of reimbursement, You are responsible for paying any and all costs, including attorneys' fees, the Plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

Legal Action and Costs

The Plan may enforce its rights of subrogation and reimbursement against, without limitation, any tortfeasors, any responsible parties or against available insurance coverages, including underinsured or uninsured motorist coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

If You settle any claim or action against any party, You shall be deemed to have been made whole by the settlement and the Plan shall be entitled to immediately collect the present value of its subrogation and recovery rights from the settlement fund. You shall hold any such proceeds of settlement or judgment in trust for the exclusive benefit of the Plan. The Plan shall also be entitled to recover reasonable attorneys' fees incurred in collecting proceeds held by You in such circumstances.

Additionally, the Plan has the right to sue on Your behalf, against any person or entity considered responsible for any condition resulting in medical expenses, to recover benefits paid or to be paid by the Plan.

Settlement or Other Compromise

You must notify the administrator prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the Plan's rights so that the Plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The Plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against You.

The right of subrogation and the right of reimbursement are based on the Plan language in effect at the time of judgment, payment or settlement.

The Plan, or its representative, may enforce the subrogation and priority right of reimbursement.

You agree that the proceeds subject to the Plan's lien are Plan assets and You and/or the executor or administrator of Your estate will hold such assets as a trustee for the Plan's benefit and shall remit to the Plan, or its representative, such assets upon request. If represented by counsel, You agree that You and/or the executor or administrator of Your estate will direct such counsel to hold the proceeds subject to the Plan's lien in trust and to remit such funds to the Plan, or its representative, upon request. Should You and/or the executor or administrator of Your estate violate any portion of this section, the Plan shall have a right to offset future benefits otherwise payable under this plan to the extent of the value of the benefits advanced under this section to the extent not recovered by the Plan. You agree that by accepting payment of benefits pursuant to the Plan, You have assigned to the Plan the right of third-party insurance benefits or other recovery rights to which You may be entitled. You also acknowledge the Plan's right to reimbursement. You may be deemed ineligible for continued or future coverage under the Plan if You receive payment from a third-party tort-feasor, third-party insurer, third party for medical payments or other individual or entity originally paid by the Plan for, or on Your behalf and you fail or refuse to promptly reimburse the Plan for amounts paid by the Plan. You should seek the advice of an attorney regarding the Plan's rights of subrogation and reimbursement.

Notwithstanding the foregoing, the Plan may waive any right of reimbursement if You are adjudged to be permanently disabled and thereby receive a corresponding benefit from the Social Security Administration or suffer a catastrophic loss, including but not limited to, death; long-term or permanent disability; loss of limb, extremity, or eye; permanent loss of fifty percent (50%) or more of sight or hearing; a prolonged vegetative state; permanent mental impairment; protracted complex recovery requiring multiple or successive surgeries; or any other similar life-altering loss.

Exhibit A
Request for Subrogation or Reimbursement Interest (RSRI) Form

BlueCross BlueShield of Tennessee, Inc.
Department of Subrogation

To whom it may concern:

I am a participant in the _____ plan and am requesting that BlueCross BlueShield of Tennessee, Inc. determine the amount, if any, of the Plan's subrogation or reimbursement interest and provide notice to me of such interest.

Member Name

Date of Birth

Social Security Number

Date of Accident or Illness: _____

Last date of treatment: _____

Where did the accident or illness occur? _____

Please provide a brief description of the Member's injuries or illness:

Did the Member receive medications or dental treatment as a result of the injury or illness? (Please circle)

If the Member was involved in an accident please identify the type of injury: Auto; Medical Malpractice; Worker's Compensation; General Liability; (Circle one) Other _____

PERSON COMPLETING THIS FORM:

Relationship to Member (member, attorney, guardian, spouse, etc.): _____

Company or Firm: _____

Address: _____

Phone: _____

Fax: _____

PRIVACY PRACTICES

Important Privacy Practices Notice

Effective Date: July 1, 2021

Important Privacy Information

This notice describes how information we have about you may be used and disclosed, and how you can get access to this information. Please review it carefully.

Legal obligations

The law requires City of Columbia (“we,” “us,” “our”) to give this notice of privacy practices to all our members. This notice lets you know about our legal duties and your rights when it comes to your information and privacy.

The law requires us to keep private all of the information we have about you, including your name, address, claims information, and other information that can identify you. The law requires us to follow all the privacy practices in this notice from the date on the cover until we change or replace it.

We have the right to make changes to our privacy practices and this notice at any time, but we will send you a new notice any time we do. Any changes we make to this notice will apply to all information we keep, including information created or received before we made changes.

Please review this notice carefully and keep it on file for reference. You may ask us for a copy of this notice at any time. To get one, please contact us at:

The Privacy Office
City of Columbia
707 North Main Street
Columbia, TN 38401
(931) 560-1565

You may reach out to us at this address or phone number to ask questions or make a complaint about this notice or how we’ve handled your privacy rights. You may also submit a written complaint to the U.S. Department of Health and Human Services (HHS). Just ask us for their address, and we will give it to you.

We support your right to protect the privacy of the information we have about you. We won’t retaliate against you if you file a complaint with HHS or us.

Organizations This Notice Covers

This notice applies to City of Columbia. We may share our members’ information with BlueCross BlueShield of Tennessee, Inc. and certain subsidiaries and affiliates of BlueCross BlueShield of Tennessee, Inc. as outlined in this notice. If BlueCross BlueShield of Tennessee, Inc. buys or creates new subsidiaries, they may also be required to follow the privacy practices outlined in this notice.

For additional information, including TTY/TDD users, please call _____. Para obtener ayuda en español, llame al _____.

How We May Use and Share Your Information

We typically use your information for treatment, payment or health care operations. Sometimes we are allowed, and sometimes we are required, to use or disclose your information in other ways. This is usually to contribute to the public good, such as public health and research.

Some states may have more stringent laws. When those laws apply to your information, we follow the more stringent law. Specifically, Tennessee law and other state and federal laws require us to obtain your consent for most uses and disclosures of behavioral health information, alcohol and other substance use disorder information, and genetic information.

Ways We May Use and Share Your Information

The following are examples of how we may use or disclose your information in accordance with federal and state laws.

For your treatment: We may use or share your information with health care professionals who are treating you. For example, a doctor may send us information about your diagnosis and treatment plan so we can arrange additional care for you from other health care providers.

To make payments: We may use or share your information to pay claims for your care or to coordinate benefits covered under your health care coverage. For example, we may share your information with your dental provider to coordinate payment for dental services.

For health care operations: We may use or share your information to run our organization. For example, we may use or share it to measure quality, provide you with care management or wellness programs, and to conduct audit and other oversight activities.

To work with plan sponsors: We may share your information with your employer-sponsored group health plan (if applicable) for plan administration. Please see your plan documents for all ways a plan sponsor may use this information.

For underwriting: We may use or share your health plan information for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a health plan contract. We're not allowed to use or disclose genetic information for underwriting purposes.

Research: We may use or share your information in connection with lawful research purposes.

In the event of your death: If you die, we may share your health plan information with a coroner, medical examiner, funeral director or organ procurement organization.

To help with public health and safety issues: We can share information about you in certain situations, such as:

- Preventing disease
- Assisting public health authorities in controlling the spread of disease such as during pandemics
- Helping with product recalls
- Reporting negative reactions to medications
- Reporting suspected abuse, neglect or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

As required by law: We may use or share your information as required by state or federal law.

To comply with a court or administrative order: Under certain circumstances, we may share your information in response to a court or administrative order, subpoena, discovery request or other lawful process.

To address workers' compensation, law enforcement and other government requests: We can use or share information about you:

- For workers' compensation claims
- For law enforcement purposes, or with a law enforcement official
- With health oversight agencies for legal activities
- To comply with requests from the military or other authorized federal officials

With your permission: Some uses and disclosures of information require your written authorization, including certain instances if you want us to share your information with anyone. You may cancel your authorization in writing at any time, but doing so won't affect use or disclosure that happened while your authorization was valid.

For example, we would need your written authorization for:

- Most uses and disclosures of psychotherapy notes
- Uses and disclosures of your health plan information for marketing
- Sale of your health plan information
- Other uses and disclosures not described in this notice

We will let you know if any of these circumstances arise.

Your Individual Rights

To access your records: You have the right to view and get copies of your information that we maintain, with some exceptions. You must make a written request, using a form available from the Privacy Office, to get access to your information.

If you ask for copies of your information, we may charge you a reasonable, cost-based fee for staff time, and postage if you want us to mail the copies to you. If you ask for this information in another format, this charge will reflect the cost of giving you the information in that format. If you prefer, you may request a summary or explanation of your information, which may also result in a fee. For details about fees we may charge, please contact the Privacy Office.

To see who we've disclosed your information to: You have the right to receive a list of most disclosures we (or a business associate on our behalf) made of your information, other than for the purpose of treatment, payment or health care operations, within the past six years. This list will include the date of the disclosure, what information was disclosed, the name of the person or entity it was disclosed to, the reason for the disclosure and some other information.

If you ask for this list of disclosures more than once in a 12-month period, we may charge you based on the cost of responding to those additional requests. Please contact the Privacy Office for a more detailed explanation of these charges.

To ask for restrictions: You have the right to ask for restrictions on how we use or disclose your health plan information. We're not required to agree to these requests except in limited circumstances. If we agree to a restriction, you and we will agree to the restriction in writing. Please contact the Privacy Office for more information.

To get notified of a breach: The law requires us to notify you after the unauthorized acquisition, access, use, or disclosure of your unsecured information that compromises the security or privacy of the information. This notice must include various data points, such as:

- The date of the breach
- The type of data disclosed
- Who accessed, used or disclosed the information without permission
- Who received your information, if known
- What we did or will do to prevent future breaches

To ask for confidential communications: You have the right to ask us in writing to send your information to you at a different address or by a different method if you believe that sending information to you in the normal manner will put you in danger. We have to grant your request if it's reasonable. We will also need information from you, including how and where to communicate with you. Your request must not interfere with payment of your premiums.

If there's an immediate threat, you may make your request by calling the Member Service number on the back of your Member ID card or the Privacy Office. Please follow up your call with a written request as soon as possible.

To ask for changes to your personal information: You have the right to request in writing that we revise your information. Your request must be in writing and explain why the information should be revised. We may deny your request, for example, if we received (but didn't create) the information you want to amend. If we deny your request, we will write to let you know why. If you disagree with our denial, you may send us a written statement that we will include with your information.

If we grant your request, we will make reasonable efforts to notify people you name about this change. Any future disclosures of that information will be revised.

To request another copy of this notice: You can ask for a paper copy of this notice at any time, even if you got this notice by email or from our website. Please contact the Privacy Office at the address above.

To choose a personal representative: You may choose someone to exercise your rights on your behalf, such as a power of attorney. You may also have a legal guardian exercise your rights. We will work with you if you'd like to make this effective.



**BlueCross BlueShield
of Tennessee***

1 Cameron Hill Circle
Chattanooga, Tennessee
37402

www.bcbst.com

BENEFIT QUESTIONS?
Call the Customer Service
Number on the membership I.D. Card

SELF-FUNDED EOC (1/09)

BlueCross BlueShield of Tennessee, Inc., an Independent Licensee of the BlueCross BlueShield Association
® Registered marks of the BlueCross BlueShield Association, an Association of Independent BlueCross BlueShield Plans



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 AND AUTHORIZE THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA PEACE AND JUSTICE INITIATIVE, INC. (CPJI).

RECOMMENDATION: Approve.

INFORMATION: The City plans on constructing a new traffic circle at the intersection of South Main Street and 8th Street. CPJI would like to donate a life-size bronze statue of a young Thurgood Marshall that would be displayed in the center of the new traffic circle. CPJI will be responsible for the entire cost of the creation and installation of the statue and information marker. A seven-member advisory committee will be formed to meet regularly and discuss the project. The City will oversee the installation and following the donation by CPJI to the City of the statue and associated information marker, the City will, from that point forward, own the state and shall maintain and insure it subject only to Section 3 of the MOU.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the City of Columbia, Tennessee, (the "City") and the Columbia Peace and Justice Initiative, Inc., a qualified 501(c)(3) nonprofit corporation ("CPJI") on the _____ day of _____, 2023, concerning the donation by CPJI of a life size bronze statue of former Supreme Court Justice and civil rights trailblazer Thurgood Marshall and associated information marker to the City for installation at the planned traffic circle at the intersection of South Main Street and 8th Street.

WHEREAS, the City plans to fund and construct a new traffic circle at the intersection of South Main Street and 8th Street; and

WHEREAS, the intersection of South Main Street and 8th Street serves as both the entrance to the City's historic East Side neighborhood to the east and the City's Arts District to the west; and

WHEREAS, East 8th Street was the location of the 1946 Columbia "Race Riot", an early event in the larger Civil Rights Movement in the United States; and

WHEREAS, Thurgood Marshall, who was a respected young civil rights attorney at the time, represented and earned the acquittal of many of the African Americans involved in the "Race Riot" along with several other African American attorneys at the time; and

WHEREAS, Thurgood Marshall went on to have a brilliant legal career marked by many civil rights victories, including, but not limited to, *Brown v. Board of Education* and later became the first African American to serve as a United States Supreme Court Justice; and

WHEREAS, the City and CPJI believe that a life size bronze statue of a young Thurgood Marshall in the center of the traffic circle at the intersection of 8th Street and South Main Street, which is essentially equidistant between the historic Courthouse and the new Maury County Justice Center, is an appropriate way to:

- (1) introduce visitors and local citizens alike to the racial uprising of 1946 and contextualize the events' importance in the larger Civil Rights Movement of our nation;
- (2) memorialize Thurgood Marshall's contributions to our community; and
- (3) serve as a platform to tell the stories of our local civil rights heroes.

WHEREAS, it is the desire of the City and CPJI to memorialize their understanding of the details of CPJI's donation and the duties of City and CPJI regarding same.

IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. **Committee:** Upon the acceptance and execution of this MOU by both the City and CPJI, the City and CPJI shall work together to form a seven-member advisory committee referred to as the "South Main Traffic Circle Committee" that will regularly meet, discuss and advise CPJI and the City regarding the following:

- a. Statue and information marker features and materials;
- b. Statue and information marker budget
- c. Statute lighting and landscaping
- d. Selection of sculptor and information marker vendor
- e. Timeline, including, but not limited to, coordinating statue production with the City installation of the traffic circle
- f. Miscellaneous and ancillary project details.

The seven-member committee shall consist of two appointed members from CPJI, one of which shall serve as the Committee Chairman, the City Engineer and four members of the community to be selected and appointed by the Mayor.

2. **Creation, Installation and Ownership:** CPJI shall be responsible for the entire cost of the creation and installation of the statue and information marker. The City shall oversee said installation. Following the donation by CPJI to the City of the statute and associated information marker, the City will, from that point forward, own the statue and shall maintain and insure it subject only to the Section 3 hereof.

3. **Reverter:** If the City ever elects to remove the donated statue and information marker from the traffic circle, the City will first offer to gift the statue and associated information marker to CPJI or, if CPJI no longer exists, a likeminded 501(c)(3) nonprofit organization.

4. **Notices:** Any notice to be given pursuant to this MOU may be provided in writing or by electronic transmission:

To the City: Attention: Tony Massey, City Manager
700 North Garden Street
Columbia, TN 38401

Copy to: Tim Tisher, Esq.
700 North Garden Street
Columbia, TN 38401

To CPJI: Patrick M. Carter, Esq.
Wolaver & Carter
809 South Main Street, Suite 100
Columbia, TN 38401

5. **No Joint Venture.** Nothing herein shall be deemed to create a joint venture or separate entity by and between the parties.

6. **Entire MOU:** The MOU sets forth the entire understanding between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties.

7. **Severability:** Should any provision of this MOU be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this MOU.

IN WITNESS HEREOF, the Parties hereto have executed this MOU as of the dates recorded below.

ATTEST:

CITY OF COLUMBIA, TENNESSEE

By: _____
CHARLES (CHAZ) M. MOLDER, MAYOR

DATE: _____, 2023

ATTEST:

**COLUMBIA PEACE AND JUSTICE
INITIATIVE, INC.**

By: _____

By: _____
PATRICK M. CARTER, ESQ.

APPROVED AS TO LEGAL FORM:

By: C. Tim Tisher
C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Director of Development Services, paul@columbiatn.com 931.560.1560

AGENDA ITEM TITLE:

RESOLUTION NO. 23-74 - A RESOLUTION TO PROVIDE FOR THE ANNEXATION OF A PORTION OF RIGHT OF WAY ALONG MORROW LANE INTO THE CITY OF COLUMBIA, TENNESSEE - WARD 4

RECOMMENDATION: Approve the annexation of right of way along Morrow Lane.

INFORMATION: The applicant is requesting annexation for an approximate 584 linear feet of roadway be annexed into the City. The portion abuts the Hillcrest Village Subdivision development and the annexation will complete that portion of road to be within the City as the southern portion is already with the corporate limits. The Planning Commission reviewed this request at the October 11, 2023 meeting and recommended approval by a vote of four to zero.

**A RESOLUTION TO PROVIDE FOR THE ANNEXATION OF A PORTION OF
RIGHT OF WAY ALONG MORROW LANE INTO THE CITY OF COLUMBIA,
TENNESSEE.**

WHEREAS, pursuant to the authority of Tennessee Code Annotated Section §6-51-1 et.seq., the City of Columbia has the power to annex right of way into such City when petitioned by the owner; and

WHEREAS, the property owner(s) have requested and petitioned the City Council of the City of Columbia to annex into the City of Columbia as illustrated in Exhibit "B" which is attached hereto and incorporated herein by reference; and

WHEREAS, it appears to the City Council of the City of Columbia that the prosperity of the City of Columbia and the property described in Exhibit "A" attached hereto and incorporated herein by reference will be materially retarded and the safety and welfare of the inhabitants and property endangered unless said property is annexed.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY OF COLUMBIA:

Section 1. The City of Columbia hereby annexes into the City of Columbia, Tennessee and incorporates within the boundaries thereof, a portion right of way along Morrow Lane, lying between the present corporate limits and the new corporate limits. A location map depicting the proposed annexation area is identified as Exhibit "C" and is attached hereto and incorporated herein by reference; and

Section 2. This Resolution was passed after a public hearing relative to this proposed annexation held by the Mayor and City Council of the City of Columbia, at the City Hall at 5:30 p.m. 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. The Columbia Municipal Planning Commission recommended approval for the said annexation on the 11th day of October, 2023; and

Section 3. It appearing to the City Council of the City of Columbia, Tennessee, that in accordance with Tennessee Code Annotated, Section §6-51-102, a Plan of Services

RESOLUTION NO. 23-74

Page 1 of 2

is required for the territory to be annexed. The City Council of the City of Columbia adopted a Plan of Services for the above described property on the 9th day of November, 2023, following a duly advertised public hearing, setting forth the identification and projected timing of municipal services to be extended in the above described area to be annexed. It further appearing that said Plan of Services as adopted by the City Council of the City of Columbia was previously submitted to the Columbia Municipal Planning Commission which studied said Plan of Services and rendered a written report to the City Council of the City of Columbia on the 11th day of October, 2023; and

Section 4. This Resolution shall become effective thirty (30) days after its passage.

Section 5. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed; and

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE THIS 9TH DAY OF NOVEMBER, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

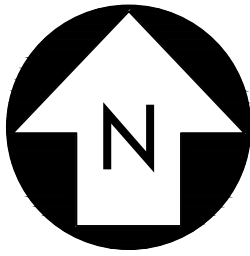
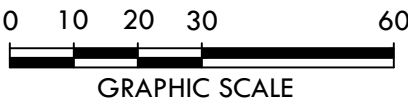


C. TIM TISHER, CITY ATTORNEY



BEGINNING AT A 1" OLD REBAR ROD IN THE PRESENT RIGHT-OF-WAY OF MORROW LANE, SAID POINT BEING LOCATED 895.96 FEET EAST OF THE SOUTHWEST CORNER OF MAP 113 PARCEL 080.03;

THENCE WITH THE EAST LINE, S83° 11' 05"E, 583.63 FEET TO THE POINT OF BEGINNING; THENCE S06° 23' 23"W A DISTANCE OF 50.00 FEET; THENCE N83° 11' 06"W A DISTANCE OF 584.00 FEET; THENCE N06° 48' 55"E A DISTANCE OF 50.00 FEET; THENCE S83° 11' 05"E A DISTANCE OF 583.63 FEET TO THE POINT OF BEGINNING AND HAVING AN AREA OF 29,190 SQUARE FEET OR 0.67 ACRES.





Van Boshers
Hwy. Superintendent

Benida Oliver
Office Manager

Maury County Highway Dept.

1210 Industrial Park Road
Columbia, Tennessee 38401
Phone 931-375-6201 • Fax 931-375-6219

City of Columbia Planning Commission
700 North Garden Street
Columbia, TN 38401
(931) 560-1560

ATTN: Austin Brass, AICP

RE: Waterford Townhomes Development – Morrow Lane Right-of-Way (ROW) Annexation

Request for Annexation

After review and consideration of the impacts directly related to the development of the subject parcels, Tax Map 113 – Parcels 80.00, 80.37, 80.47, 80.50, and 80.51, the Maury County Highway Department (MCHD) would formally request that portions of Morrow Lane be annexed by the City of Columbia. The extents of the roadway and ROW to be annexed are generally depicted in the attached exhibits. Upon its annexation, the MCHD would relinquish all liability and maintenance responsibilities within the ROW for this portion of roadway.

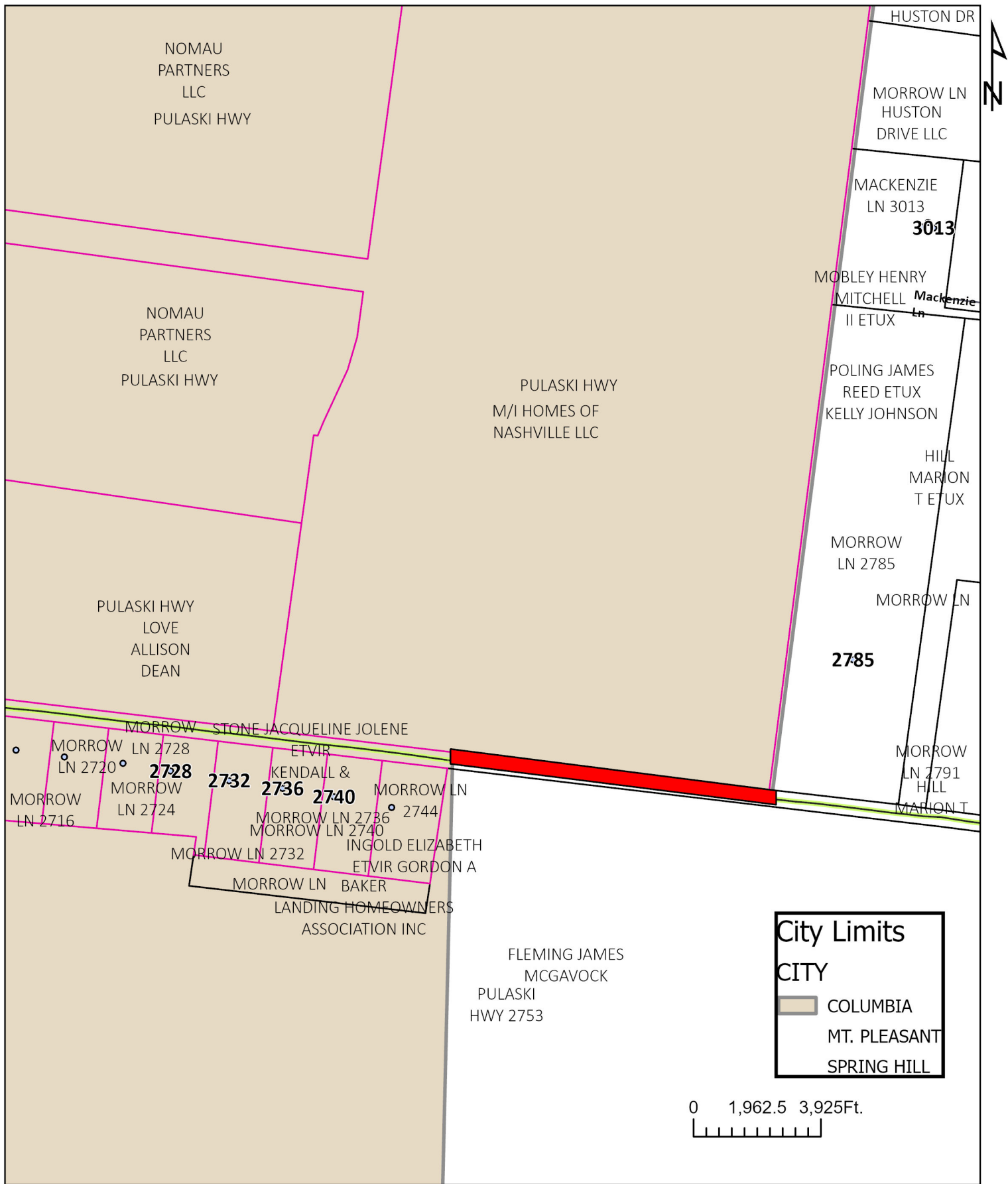
See attached exhibits for clarification.

A handwritten signature in black ink, appearing to read "Van Boshers", is written over a horizontal line.

Van Boshers

A handwritten date "2-15-2013" in black ink is written over a horizontal line.

Date



23-0275
Morrow Lane



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

PLAN OF SERVICES

FOR ANNEXATION

North of Morrow Lane PROPERTY

+/- .65 ACRES,

BEING A Portion Of

TAX MAP 113 PARCEL 80.50

A. Water

“No comments at this time. If development of this property moves forward an application for water availability will be required.”

B. Sewer

Columbia Wastewater has no concerns.

C. Police

The jurisdiction of the Columbia Police Department will be extended to the areas annexed immediately upon the effective date of annexation.

D. Fire and Rescue

Fire Department Service Deliver Plan: (23-0275) 113 Parcel 80.50 Morrow Lane.

Scope of Services:

The City of Columbia Fire & Rescue Department provides an array of services to the citizens and visitors of the City of Columbia. These services include but may not be limited to non-emergency services such as fire prevention and codes enforcement, pre-incident planning, public education programs, smoke alarm check/replacement and emergency services such as fire suppression, heavy rescue, emergency medical first response, and hazardous materials response. The City of Columbia Fire Department currently holds an Insurance Service Organization (ISO) Class 1 rating.

Columbia Fire & Rescue strives to provide all services in a timely, courteous, and professional manner. Due to the nature of emergency services, we strive to arrive at the incident scene as quickly as possible but without posing additional dangers to the residents/visitors we meet while responding to your location.

Off Morrow Lane

Infrastructure: The infrastructure put in place is like this foundation of your development. If the infrastructure is designed and constructed with the present needs and future plans in mind, your development will be prepared for the future.

Water: Columbia Fire & Rescue requires that there be sufficient water provided through the municipal water system to meet the needed fire flow requirements for your facility. These flows are calculated by the Fire Marshal. These flows are based on many factors dealing with your buildings' construction type, fire load in the building, square footage, and etc. If you install fire sprinkler systems in your facilities, Columbia Fire & Rescue can drastically reduce fire flow requirements.

Roadway and Bridges: Columbia Fire & Rescue serves the residents and visitors of our jurisdiction by utilizing highly trained firefighters and modern fire apparatus. A minimum response to a structure fire in your development will be four fire apparatus. One of the fire apparatus that will respond to your development will be a ladder truck with a gross vehicle weight rating of approximately 80,000 pounds. Roadways and bridges must be designed and constructed not only with light vehicle traffic in mind but with the emergency service vehicles that will be servicing your department.

Damage Free Property Access: Columbia Fire & Rescue requires all gates automatic or manual that will be or may be locked to be equipped with Knox Rapid Entry system. You can research this product at www.knoxbox.com or your gate vendor will be familiar with the product. Our department would also be happy to work with you to find what Knox Rapid Entry product is best suited for your application.

Damage Free Home/Facility Access: Currently, Columbia Fire & Rescue does not require residential occupancies to be equipped with the Knox Rapid Entry system. However, this product is a very wise investment for your future development. The Knox Rapid Entry System products allow homes to be secured but also allow the Columbia Fire & Rescue Department access to your property and /or homes without any delay or property damage. The system has an armored key lock safe recess mounted to the exterior of the homes with the key to the residence inside. Firefighters access the residence key during an emergency to gain entry into the home without causing any property damage. Again, our department would be happy to provide you with information and education on this program and its many positive attributes.

Emergency Response to Your Location: The proposed annex will be located adjacent to the Hillcrest Village (aka Waterford) development on Morrow Lane in Columbia, Tennessee and consists of approximately 500 linear feet of public right of way. This location is approximately 2.7 mile from Columbia Fire Station #1 located at 1000 South Garden in downtown Columbia, 3.5 miles from Fire Station

considerable driveway/cross street connections, hills, curves, and reduced speed zones that contribute to a long response time for fire apparatus to arrive.

E. Development Services

1. The planning and zoning jurisdiction of the City will extend to the annexed areas immediately upon the effective date of the annexation.
2. The property shall be zoned CD-3L (Neighborhood Large Lot Character District) upon the effective date of the annexation.
3. The code administration jurisdiction of the City will extend to the annexed areas immediately upon the effective date of the annexation.
4. Upon the effective date of annexation, all development will be required to abide by the Columbia Zoning Ordinance.
5. Please provide metes and bounds legal description of the area to be annexed.
6. Please identify the legal status of the Right-of-Way. Specifically, do the adjacent property owners hold the reversion of the underlying fee if the right-of-way is ever vacated or abandoned?

F. Streets

Upon acceptance by City Council and all warranties have expired; all streets and drainage systems will be maintained by Public Works.

G. Parks and Recreation

Residents of the annexed areas may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present City will be followed in expanding the recreational program and facilities in the enlarged City.

H. Refuse Collection

1.

Garbage Collection

Residential customers will be issued one 96-gallon garbage receptacle with the option to purchase up to two additional garbage receptacles. The

#2 located at 711 Lion Parkway, and 4.6 miles from Fire Station #4 located at 5040 Trotwood Avenue. These distances are used to calculate an estimated response time to your development for the different levels of emergency response that may be needed at your facilities.

Medical Emergency Response: Columbia Fire & Rescue normally responds a minimum of one fire apparatus from Station #1 to service your location for a medical emergency. From the time you dial 911 until the fire department will arrive at your location will be within 4.00 minutes. Should your property experience a mass casualty incident where additional fire apparatus/firefighters would need to respond, then Fire Station #1 could send an additional unit and arrive on-scene within 4.00 minutes of your 911 call.

Fire Incident Response: The Columbia Fire & Rescue Department recommends a multi-faceted fire suppression approach. First, future homes should be constructed to meet or exceed all applicable fire and life safety codes. Secondly, even if not required by building, fire, or life safety codes, we encourage the installation and use of fire sprinklers in future homes.

Columbia Fire & Rescue's normal fire incident response to a single family residential development is three fire apparatus with a minimum 15 firefighters and 1 Chief Officer. Response times will be similar to the times estimated in the emergency medical response section. Your first fire apparatus should be on-scene within approximately 4.00 minutes, the second fire apparatus should be on-scene within 4.00 minutes, and the third/fourth apparatus should be on-scene within 4.0 minutes. Due to OSHA standards that require at least four firefighters to arrive on-scene prior to initiating an interior fire attack and Columbia Fire & Rescue's minimum staffing policy, it could take the 4.00 minutes to get the minimum number of firefighters to the scene to begin an interior fire attack.

In summary, the members of the Columbia Fire & Rescue consider it an honor to serve the residents and visitors in our community each and every day. When an emergency occurs, time is our worst enemy. Columbia firefighters train to reduce every second while not posing any additional undue risk to firefighters and/or the public when responding to or working at an emergency incident. The times estimated in the referenced examples are a combination of averages and estimations. Our department has very little data to support incident responses to your location. The time estimations are based on the fire companies being at their regular station, time it takes for Maury 911 to process a 911 call, the time it takes for Columbia firefighters to board the apparatus and leave the station, and the travel time from the station to your location is an estimate based on road miles, probable traffic conditions, and road conditions. You can see by the examples referenced above that it will take time for Columbia Fire & Rescue to receive your call for help and then respond to your location. The roadways have

Sanitation Department will provide weekly curbside garbage collection. Bi-weekly curbside recycling will be offered on a subscription basis. Brush collection will be provided on a bi-weekly basis. Residents are allotted three free bulk item pickups per year.

Street and Drainage

Upon acceptance by City Council and all warranties have expired; all streets and drainage systems will be maintained by Public Works. Service will include street sweeping, catch basin cleaning, street and curb repair, snow removal, drainage maintenance, and sidewalk repair.

Signage

Upon acceptance by City Council, all approved street signs will be maintained by Public Works.

Dumpster Standards SW1-3.A. General

All requirements for collection and accessibility to containers apply, regardless of whether collection is public or private.

I. Power

Columbia Power System has an existing power line near the proposed development. We are willing to serve this new development subject to all Columbia Power System policies and procedures in effect at actual time service is rendered provided an approved final plat and complete electrical load information is furnished as soon as possible prior to start of actual construction.

Unfortunately, due to current supply chain challenges, no timeframe can be guaranteed regarding the availability of meters or transformers appropriate for development.

J. Schools

This property falls under the jurisdiction of Maury County Public School System.

The school system had no comments.

Morrow Lane Annexation

Project #:	23-0275	Location:	Map 113 Parcel 80.50
Applicant:	Adam Crunk	Case Type(s):	Annexation
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Public Right-of-Way

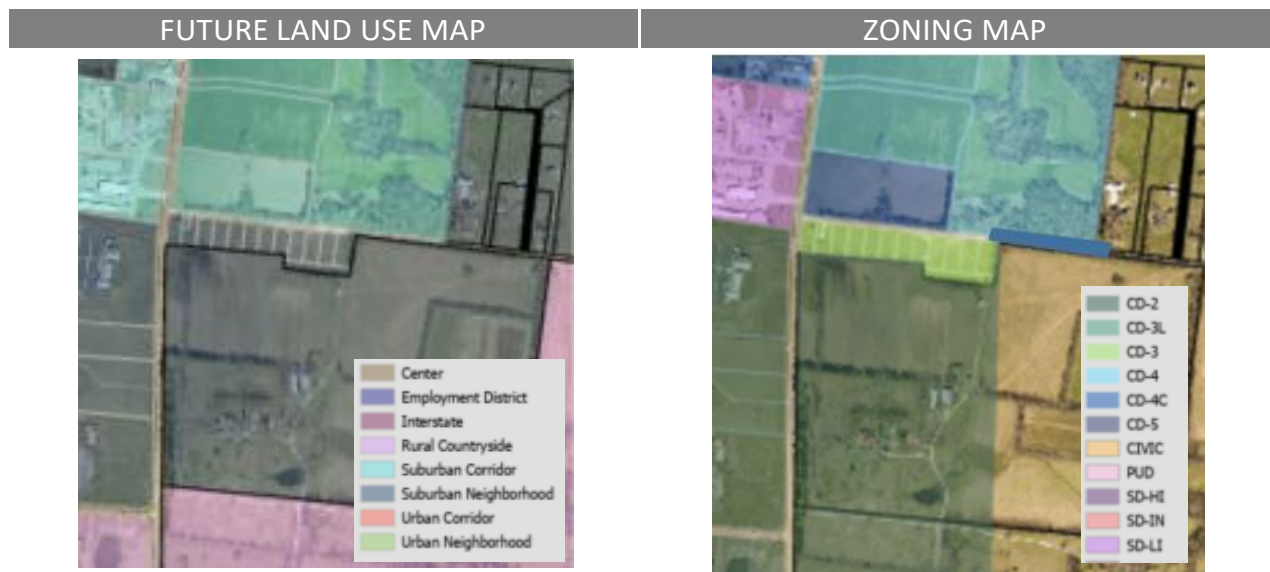
PROJECT SUMMARY

The applicant requests annexation of approximately 500 linear feet of public right of way on Morrow Lane. The subject property is adjacent to the Hillcrest Village (aka Waterford) development. The abutting properties include parcel 80.50 of tax map 113 and parcel 7.03 of tax map 124. Maury County is currently the custodian of the roadway. The applicant requests that the City of Columbia annex a section of the roadway into the city and subsequently take over custody and maintenance. The County Highway Superintendent has expressed support for the annexation.

- The DRC reviewed this proposal at its August 2023 meeting.
- The Maury County Highway Superintendent provided a letter of support for the request.
- The request is limited to an inter-local transfer of custody of a roadway. Analysis of consistency with Connect Columbia is omitted.
- Analysis of zoning conformity is omitted.
- The Planning Commission is a **recommending body** for annexation 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
Unincorporated	Right of Way	Public Roadway	+/- 0.65 Acres



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	N/A	N/A	Right of Way
North	Suburban Corridor	CD-4	In Development
South	Suburban Neighborhood	Unincorporated	Single-Family

The subject site is located inside the Urban Growth Boundary (UGB) and partially outside the corporate limits of Columbia. It is adjacent to the Hillcrest Village development site. The property to the south is partially within the city and partially outside of the city. It is used as a single family residence and for agricultural purposes.

REVIEW PROCESS

The Development Review Committee evaluated the proposed Annexation at its August 2023 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Whenever new territory is added to the zoning jurisdiction of the City by any means, § **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on the proposed changes to the Official Zoning Map.

The Planning Commission is a recommending body for annexations and rezoning 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 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** requested clarification of the legal status of the annexation and whether the interests of adjacent property owners were impacted by the request.
- The **City Engineer** identified required improvements that the developer of adjacent property to the north must complete prior to acceptance of the roadway.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The request is unusual. Municipalities are generally the custodians of local rights-of-way entirely within their jurisdiction. It is unusual, but not without precedent, to annex a portion of roadway separate from adjacent property. The property on the south side of the right of way remains outside the city in unincorporated Maury County. Initially, planning staff was concerned that the annexation could impact the interests of the underlying fee simple owner of the property to the south. However, the property owner spoke with the City Planner on September 7th and verbally indicated that he did not object to the City taking custody of the subject portion of Morrow Lane.

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.M** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed annexation and 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.M** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed

annexation and rezoning, subject to the following conditions: *[list conditions of approval crafted by Planning Commission]*.

Deny:

Move to recommend denial of the requested annexation and 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.M** 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

Sharon Howell, Accounting Technician, sharon@columbiatn.com, 931-560-1516

AGENDA ITEM TITLE:

RESOLUTION NO 23-83 – SPECIAL ASSESSMENT CORRECTIONS – CITY RECORDER’S OFFICE

RECOMMENDATION: Approve.

INFORMATION: The City Recorder is presenting special assessment corrections for Council consideration. The items include property assessments that the City has on the books that were assessed to the former property owner as well as property assessments past statute of limitation. The applicable statute of limitation for collection of such amounts has expired and the accounts are no longer collectible.

CERTIFICATION:

ATTACHMENTS: Resolution No. 23-83; Exhibit A

RESOLUTION

WHEREAS, the City of Columbia has on its book's certain property and other items that are assessed to former property owners and the new property owners are not lawfully obligated to repay amounts assessed on said property; and

WHEREAS, the City of Columbia desires to correct the books by removing said accounts wherein property is under new ownership; and

WHEREAS, the City of Columbia has on its book's certain property and other items that are assessed to property owners with such date past the statute of limitation therefore making such owners not lawfully obligated to repay amounts assessed on said property; and

WHEREAS, the City of Columbia desires to correct the books by removing said accounts wherein said date is past the statute of limitation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the books of the City of Columbia are hereby corrected by deleting the assessments and other miscellaneous accounts which are attached hereby as Exhibit "A".

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

RESOLUTION 23-83

EXHIBIT A

Invoice #	Name	Address of Work Done	Map & Parcel	Work Completion Date	Base Charge	Reason
309	Basnaw, Brenton T.	Circle Park	Map# 113D D 09	6/1/2020	\$13.75	Mowing/weeding/trash
364	Basnaw, Brenton T.	Circle Park	113D D 9	8/18/2020	\$27.50	Mowing/weeding
648	Bigwood, A Thomas & Lisa Leard	116 N James Campbell Blvd	Map# 089L B 028	11/30/2021	\$205.00	mowing
393	Bigwood, Thomas A & Lisa	116 N James Campbell Blvd	Map 089L B 28	4/27/2021	\$175.00	Mowing/weeding
93	Blue Company Inc	1990 Ridgecrest Drive	Map# 066 020.09	11/13/15	\$3,238.18	Damage from Dumpster Pickup
381	Bumpas, Marquis J Etvir Monica J	Hill St	89M B 46.01	8/13/2020	\$175.00	Mowing/weeding
402	Bumpas, Marquis J. Etvir Monica J	Hill Street	Map 089M A 46.01	11/19/2020	\$175.00	Mowing/weeding
417	English, Brandi T.	616 Rutherford Lane	Map 101F B 01	9/21/2020	\$205.00	Mowing/weeding
39	Gutierrez, James	1021 South High St	Map# 100E C 014	5/7/12	\$90.00	Violation of open burn ordinance #3402
48	Gutierrez, Jim	1021 S High St	Map# 100E C 014	2/9/13	\$90.00	Violation of open burn ordinance #3402
424	Highland Homes LLC	2205 Highland Ave	Map 113D B 26	4/27/2021	\$175.00	Mowing/weeding
521	Kennedy, Jacqueline Michelle	315 E 16th Street	Map 099I G 13	11/20/2021	\$175.00	Mowing/weeding
794	Kennedy, Jacqueline Michelle	315 E 16th Street	Map# 099I G 013	9/15/2022	\$205.00	bush hogging/weeding/limbs
280	Kennedy, Jacquelyn Michelle	315 E 16th St	Map# 99I G 13	8/13/2019	\$6,575.00	Demolition & haul away structure
320	Kennedy, Jacquelyn Michelle	315 E 16th St	Map# 99I G 13	6/11/2020	\$175.00	Mowing/weeding
651	Kennedy, Jacquelyn Michelle	315 W 16th Street	Map# 099I G 013	12/3/2021	\$205.00	bush hogging/weeding
236	Koelz, Loumanda Jo	415 W 13th St	Map# 100L B 16	4/29/2019	\$195.00	Removal of gang graffiti
328	Koelz, Loumanda Jo	415 W 13th St	Map# 100L B 16	6/11/2020	\$205.00	Mowing/weeding
43	Massey, David / Bradley Dugger	903 Locust Street	Map# 090I B 015	10/22/12	\$105.00	Violation of open burn ordinance #3402
705	Maxwell, Lauren	Circle Park	Map# 113D D 013	4/10/2022	\$13.75	bush hogging/weeding
706	Maxwell, Lauren	Circle Park	Map# 113D D 013	5/17/2022	\$13.75	bush hogging/weeding
201	McClain, John etal Michael McClain	506 Skyline Dr	Map# 114A E 31	8/10/2018	\$195.00	Mowing/weeding/brush
140	Mt Arrarat Ironside Baptist Church	315 E 12th St	Map# 99I B 24	7/20/2017	\$145.00	Mowing/weeding
174	Mt Arrarat Ironside Baptist Church	315 E 12th St	Map# 99I B 24	5/22/2018	\$145.00	Mowing/weeding
652	Netzahaul, Veronic Sanchez	3002 Knud Drive	Map# 101M E 011	12/1/2021	\$375.00	trash/debris hauled to landfill
183	Phillips, James	Circle Park	Map# 113D G 20	6/7/2018	\$25.36	Mowing/weeding (Work done 5/7 & 6/7/2018)
195	Phillips, James	Circle Park	Map# 113D G 20	7/16/2018	\$12.68	Mowing/weeding/trash
208	Phillips, James	Circle Park	Map# 113D G 20	8/23/2018	\$12.68	Mowing/weeding/trash
246	Phillips, James	Circle Park	Map# 113D G 20	4/23/2019	\$25.36	Mowing/weeding/trash
257	Phillips, James	Circle Park	Map# 113D G 20	7/3/2019	\$12.68	Mowing/weeding/trash
262	Phillips, James	Circle Park	Map# 113D G 20	7/29/2019	\$12.68	Mowing/weeding/trash
277	Phillips, James	Circle Park	Map# 113D G 20	8/23/2019	\$30.54	Mowing/weeding/trash/trees

RESOLUTION 23-83

292	Phillips, James	Circle Park	Map# 113D G 20	4/30/2020	\$13.75	Mowing/weeding/trash
302	Phillips, James	Circle Park	Map# 113D G 20	6/1/2020	\$13.75	Mowing/weeding/trash
345	Phillips, James	Circle Park	113D G 20	8/18/2020	\$27.50	Mowing/weeding
42	Ray, Michael	1810 Whatley Street	Map# 099P F 016	12/3/12	\$105.00	Violation of open burn ordinance #3402
63	Sacksteder, Loren	458 Mooresville Pike	Map# 099P D 015	3/1/14	\$105.00	Violation of open burn ordinance #3402
78	Su, Di	804 Nelson Street	Map# 100C G 27	1/19/2015	\$291.49	Debris removal
41	Watkins, Evan / Frank Jennings	211 E 6th Street	Map# 099A A 013	3/19/12	\$165.00	Violation of open burn ordinance #3402
51	Williams, James D Jr Etux Rita Ann	304 W Burt Dr	Map# 75G C 01	11/30/2012	\$145.00	Mowing & weeding

Total Amount Due to the City Of Columbia: \$14,295.40



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. 23-84 – A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN ELAN SUBDIVISION, PHASE 1 FOR OWNERSHIP AND MAINTENANCE

RECOMMENDATION: Approve Resolution No. 23-84.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Elan Subdivision, Phase 1, 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. 23-84, Elan Subdivision Phase 1 Final Acceptance Request, Elan Phase 1 Final Plat

**A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE
IMPROVEMENTS IN ELAN SUBDIVISION, PHASE 1, FOR OWNERSHIP AND
MAINTENANCE**

WHEREAS, The City of Columbia, has been requested to accept the streets and drainage improvements in Elan Subdivision, Phase 1, 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 Elan Subdivision, Phase 1, 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 Elan Subdivision, Phase 1.

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

SHAW ENTERPRISES LLC
PO BOX 8081
COLUMBIA, TN 38402
931-381-3881
9/18/2023

To Whom It May Concern,

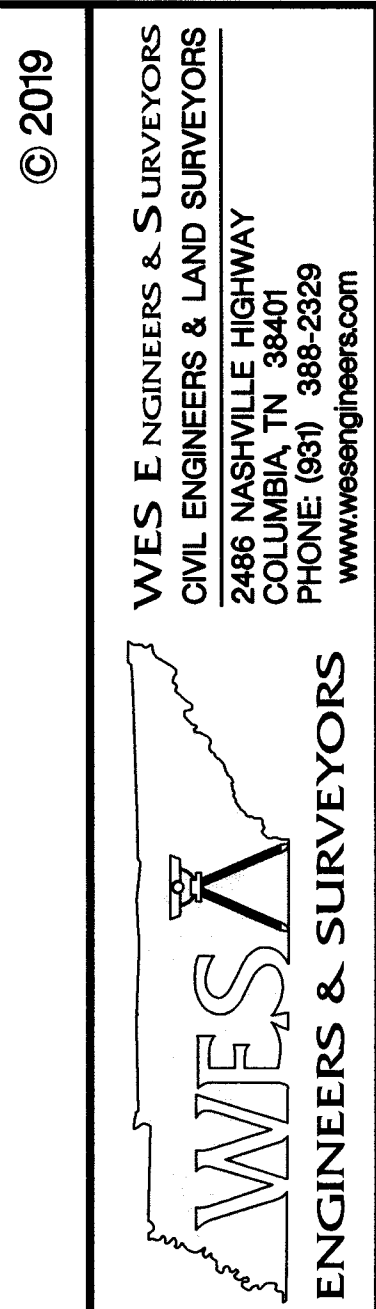
Shaw Enterprises is requesting the final acceptance of Elan Phase 1.

Please, contact me at deb@shawhomebuilders.com if there is anything further we need to do in order to complete this process.

Thank you

A handwritten signature in blue ink that reads "Debra Harris". The signature is written in a cursive, flowing style.

Deb Harris
931-381-3881



FINAL PLAT
CELAN SUBDIVISION, PHASE 1
COLUMBIA, TN 38401

Drawn: EB
Checked: AO
Approved: AO

1 of 1

Page 325 of 507



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. 23-85 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 23-85.

INFORMATION: The City Recorder is presenting tax corrections through 10/20/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report; Resolution No. 23-85; 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 – EXHIBIT A
RESOLUTION NO. 23-85

1. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF KILEY'JA BOUTIQUE. MAP 090 G D 030.00 P 004, 800 E 9TH ST. PROPERTY VALUE \$52,900.00, ASSESSED VALUE \$15,870.00, AND TAXES \$131.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
2. PICK UP ROLLBACK TAXES IN THE NAME OF FARRIS BARRY ETUX MARTHA. MAP 088 059.00 S/I 003, 1888 PROVIDENCE CT. SUPPLEMENT ROLLBACK TAXES FOR 2020, 2021, AND 2022 TAX YEARS ON 2.13 ACRES IN THE AMOUNT OF \$82.00 ON THE 2023 TAX ROLL, PER MAURY COUNTY TAX ASSESSOR.
3. CHANGE 2023 PROPERTY TAX IN THE NAME OF ADVENT COMMUNITY DEVELOPMENT CORP., C/O OMEGA CARUTHERS. MAP 099 I A 003.00, 202 E 11TH ST. PROPERTY VALUE \$20,000.00 ASSESSED VALUE \$5,000.00 AND TAXES FROM \$41.00. TO \$33.00. DUE TO EXEMPTION REVOKED AS OF 3/10/2023 (SALE) AND ADJUSTED BILL FOR TAXABLE PORTION OF 296 DAYS IN 2023 PER MAURY COUNTY TAX ASSESSOR.
4. CHANGE 2023 PROPERTY TAX IN THE NAME OF RAINES CHARLES & J D EATHERLY. MAP 051 058.00, 2248 NASHVILLE HWY. PROPERTY VALUE \$942,400.00 ASSESSED VALUE \$235,600.00 AND TAXES FROM \$1,944.00. TO \$1,776.00. DUE TO 4.25 ACRES DEEDED TO STATE OF TN AND WILL BE EXEMPT AS OF 9/21/2023. REVISED TAX LIABILITY FOR 2023 PER MAURY COUNTY TAX ASSESSOR.
5. CHANGE 2023 PROPERTY TAX IN THE NAME OF TAYLOR DAVID CHARLES. MAP 090 007.09, RIVER RD. PROPERTY VALUE \$207,500.00 ASSESSED VALUE \$83,000.00 AND TAXES FROM \$685.00. TO \$265.00. DUE TO EXEMPT AS OF 5/22/2023 AND ADJUSTED FOR TAXABLE PORTION OF 141 DAYS IN 2023 PER MAURY COUNTY TAX ASSESSOR.

6. CHANGE 2023 PROPERTY TAX IN THE NAME OF KING'S DAUGHTERS' SCHOOL OF MAURY CO TN. MAP 100 E B 005.00, 405 W 9TH ST. PROPERTY VALUE \$367,500.00 ASSESSED VALUE \$94,125.00 AND TAXES FROM \$777.00. TO \$479.00. DUE TO EXEMPT AS OF 8/14/2023 AND ADJUSTED FOR TAXABLE PORTION OF 225 DAYS IN 2023 PER MAURY COUNTY TAX ASSESSOR.
7. CHANGE 2023 PROPERTY TAX IN THE NAME OF BONCIMINO JEANNINE M ETVIR STEVEN P. MAP 051 A C 019.00, 2726 NOTTINGHAM DR. PROPERTY VALUE \$332,600.00 ASSESSED VALUE \$83,150.00 AND TAXES FROM \$686.00. TO \$664.00. REVISION IN TAX AMOUNT DUE TO SQUARE FOOTAGE ERROR PER MAURY COUNTY TAX ASSESSOR.
8. REFUND PARTIAL 2022 PROPERTY TAX IN THE NAME OF BONCIMINO JEANNINE M ETVIR STEVEN P. MAP 051 A C 019.00, 2726 NOTTINGHAM DR. PROPERTY VALUE CHANGED FROM \$332,600.00 TO \$321,700.00, ASSESSED VALUE CHANGED FROM \$83,150.00 TO \$80,425.00, AND TAXES FROM \$686.00 TO \$664.00. REFUND THE DIFFERENCE OF \$22.00. REFUND DUE TO ERROR IN SQUARE FOOTAGE PER MAURY COUNTY TAX ASSESSOR.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donald J. Boschers; Wastewater DIRECTOR; dboschers@columbiatn.com; (931) 560-1011

AGENDA ITEM TITLE: Resolution No. 23-86 – A resolution to accept ownership and maintenance of sewer improvements serving the Quail Run, Phase 3-Ward 5

RECOMMENDATION: Approve Resolution No. 23-86.

INFORMATION: Quail Run, Phase 3 consist of 1,153 linear feet of 8-inch gravity main in Ward 5 of the City of Columbia. The Developers have met all of the qualifications for acceptance, i.e. as-built plans, dedication letter, lien affidavit and maintenance surety. The Wastewater Department has performed the necessary testing and inspections.

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING THE QUAIL RUN, PHASE 3**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 1,153 linear feet of 8" gravity sewer serving Quail Run, Phase 3; and

WHEREAS, the City of Columbia has inspected said sewer improvements and has determined that said sewer improvements meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said sanitary sewer improvements serving Quail Run. Phase 3.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this 9th day of November, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY

AFFIDAVIT
TO
CITY OF COLUMBIA, TENNESSEE

Project: Quail Run Meadows Phase 3

This is hereby an affidavit documenting there are no liens against the sewer improvements amounting to 1153 linear feet to service the property referenced above and an agreement to indemnify and hold harmless from any which may be asserted against same.

OWNER: Lasea Land Group, LLC

DATE: 10/20/23 X Joel A. Smith

State of Tennessee County of Williamson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named Lasea Land Group, LLC, OWNER, with whom I am personally acquainted or provided to me on the basis of satisfactory evidence and who acknowledged that he, Lasea Land Group, LLC, OWNER signed the foregoing (Affidavit) instrument for the purpose herein contained.

Witness our hands and seal at ^{11:10 AM} _____ this the 20th day of October, 2023.

Wesley Blow

Notary Public Commission Expiration





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donald J. Boshers; Wastewater DIRECTOR; dboshers@columbiatn.com; (931) 560-1011

AGENDA ITEM TITLE: RESOLUTION NO. 23-87 - A RESOLUTION TO ACCEPT THE SANITARY SEWER IMPROVEMENTS SERVING ELAN, PHASE 2 - WARD 5

RECOMMENDATION: Approve Resolution No. 23-87.

INFORMATION: Elan, Phase 2 consists of 1,968 linear feet of 8-inch gravity main in Ward 5 of the City of Columbia. The developers have met all of the qualifications for acceptance, i.e. as-built plans, dedication letter, lien affidavit and maintenance surety. The Wastewater Department has performed the necessary testing and inspections.

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER
IMPROVEMENTS SERVING ELAN, PHASE 2**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 1,968 linear feet of 8" gravity sewer serving Elan, Phase 2; and

WHEREAS, the City of Columbia has inspected said sewer improvements and has determined that said sewer improvements meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said sanitary sewer improvements serving Elan, Phase 2.

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

SHAW ENTERPRISES LLC
PO BOX 8081
COLUMBIA, TN 38402
931-381-3881
10/26/2023

Columbia City Council City of Columbia,
Tennessee City Hall 700 North Garden Street
Columbia, Tennessee 38401

Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Elan Phase 2 in the amount of 1,968 linear feet. The Contractor installed the sanitary sewer according to the Standard Sewer Specifications of the City of Columbia.

You have been provided with CCTV and as-built drawings of the project and all inspections and testing has been completed. All fees required for dedication have been paid. You have also been provided a one-year maintenance surety in the amount of \$47,724.00, set to expire one year from date of Council acceptance.

Acceptance by the Columbia City Council for these wastewater system improvements would be appreciated.

Sincerely

Randall Shaw



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. 4468 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 101 PARCEL 39.00 LOCATED AT 6218 CAYCE LANE, FROM CD-2 (RURAL CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 2

RECOMMENDATION: Deny Ordinance No. 4468 on second consideration.

INFORMATION: The applicant is requesting the property to be rezoned from CD-2 (Rural Character District) to CD-3 (Neighborhood Character District). It consists of a 30 acre property located at 6218 Cayce Lane with the concept plan reflecting 104 residential lots. The Planning Commission reviewed this request at the May 10, 2023 meeting and recommended approval by a vote of three to two with two abstentions.

The Ordinance failed on first consideration at City Council's June 8, 2023 meeting due to the adverse effects on adjoining property owners.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 101 PARCEL 39.00, LOCATED AT 6218 CAYCE LANE, FROM CD-2 (RURAL CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD 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 CD-2 (Rural Character District) to CD-3 (Neighborhood Character District).

Section 2: Said property to be rezoned, being Tax Map 101 Parcel 39.00, located at 6218 Cayce Lane, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-2 (Rural Character District) to CD-3 (Neighborhood 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 10th day of May, 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.

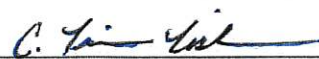
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the ____ day of ____, 2023.

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 Failed 6/18/23

Passed on 2nd consideration: _____

BK/PG: R2877/600-603
22018670

4 PGS : WARRANTY DEED

NANCY MCMEEN 289567 - 22018670

09/30/2022 - 10:42 AM

VALUE 1480000.00

MORTGAGE TAX 0.00

TRANSFER TAX 5476.00

RECORDING FEE 20.00

DP FEE 2.00

REGISTER'S FEE 1.00

TOTAL AMOUNT 5499.00

STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING

REGISTER OF DEEDS

This Instrument Prepared By:
Thomas M. Hutto Esq.
Dale, Hutto & Lyle, PLLC
805 South Garden Street
P.O. Box 1017
Columbia, TN 38402-1017

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between **STORMY A. WALKER**, FIRST PARTY, which expression shall include heirs, assigns and personal representatives, and, **KCS PROPERTY LLC, A TENNESSEE LIMITED LIABILITY COMPANY**, SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

WITNESSETH:

For the consideration of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST PARTY conveys to SECOND PARTY the following described property:

Being in the Ninth (9th) Civil District of Maury County Tennessee in the city limits of Columbia Tennessee.

Beginning at a point in the center of the CSX Railroad, said point is located S 40°41'33" W a distance of 115.2" from an old concrete mile marker post (235).

Thence with the center of the railroad S 48°04'58" W a distance of 176.44; Thence with a curve with an arc length of 1528.36 with a radius of 5674.41 with a chord bearing of S 56°08'55" W with a chord length of 1523.75 to a point in the center of the railroad; Thence leaving the railroad and running with the land of the TDOT 34th District N 35° 24'00" W a distance of 34.15 to a iron pin set in an old fence running parallel to the railroad; Thence N 35°24'00" W a distance of 277.37 to a 1 1/2" pipe; Thence S 72°54'07" W a distance of 373.75 to a iron pin set in the East line of Cayce Lane; Thence running with the east line of Cayce Lane N 07°14'55" E a distance of 1061.62 to a iron pin set. Thence leaving Cayce Lane and running with the line of Goodman S 82°42'14" E a distance of 1770.04 to a iron pin set at an old Wood Fence Post; Thence S 82°42'14"E a distance of 45.13 to the point of beginning having an area of 30.76.

Being the same property conveyed to Stormy A. Walker by deed recorded on September 23, 2016 in Book R2392, Page 1408, in the Maury County Register of Deeds

101-039.00

WARRANTY DEED

Legal description obtained from prior deed.

TO HAVE AND TO HOLD said real estate unto SECOND PARTY, together with all rights, titles, easements and appurtenances thereunto belonging, forever.

FIRST PARTY COVENANTS that it is lawfully seized and possessed of said real estate and that FIRST PARTY has a good and lawful right to convey the same, and that it is unencumbered, except for current year's property taxes; easement for private sewer line described in Deed Book 379, Page 427, Register's Office of Maury County, Tennessee; easements described in Deed Book 359, Page 205, Register's Office of Maury County, Tennessee; subject to charter right of way for CSX railroad; and any other matters of record.

FIRST PARTY FURTHER COVENANTS to forever warrant and defend the title to the above described property unto SECOND PARTY against the lawful claims of all persons whomsoever.

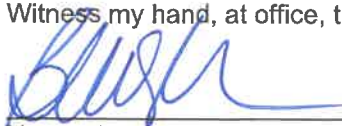
IN WITNESS WHEREOF, this conveyance has been executed on this 30th day of September, 2022.


Stormy A. Walker

STATE OF TENNESSEE
COUNTY OF MAURY

On this 30 day of September, 2022, before me personally appeared **STORMY A. WALKER**, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

Witness my hand, at office, this 30 day of September, 2022.



Notary Signature

My commission expires: June 26, 2023



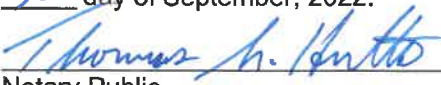
STATE OF TENNESSEE - MAURY COUNTY

I hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is **\$1,480,000.00**.


Affiant

Sworn and subscribed to before me,

30th day of September, 2022.


Notary Public

My commission expires: 6/25/25



**PERSON OR AGENCY
RESPONSIBLE FOR TAXES:**

KCS PROPERTY LLC

1985 Ridgecrest Drive

Columbia, TN 38401

**NAME AND ADDRESS
OF PROPERTY OWNERS:**

KCS PROPERTY LLC

1985 Ridgecrest Drive

Columbia, TN 38401

**THIS DOCUMENT WAS
E-RECORDED**

COUNTY Maury
BOOK R2817
PAGE 600



**MAURY COUNTY
TITLE COMPANY, INC.**

Real Estate. Real Attorneys. Real Simple.

805 South Garden Street
P.O. Box 2012
Columbia, TN 38402-2012
Phone (931) 388-4487
Fax (931) 381-3748
www.maurycountytile.com

Tennessee Certification of Electronic Document

I, Brittany Brewer, do hereby make oath that I am a
licensed attorney and/or the custodian of the original version of the electronic document tendered
for registration herewith and that this electronic document is a true and exact copy of the original
document executed and authenticated according to law on 09-30-2022 (date of
document).

(Brittany Brewer)
Affiant Signature

09-30-2022

Date

State of Tennessee
County of Maury

Sworn to and subscribed before me this 30th day of September, 2022.

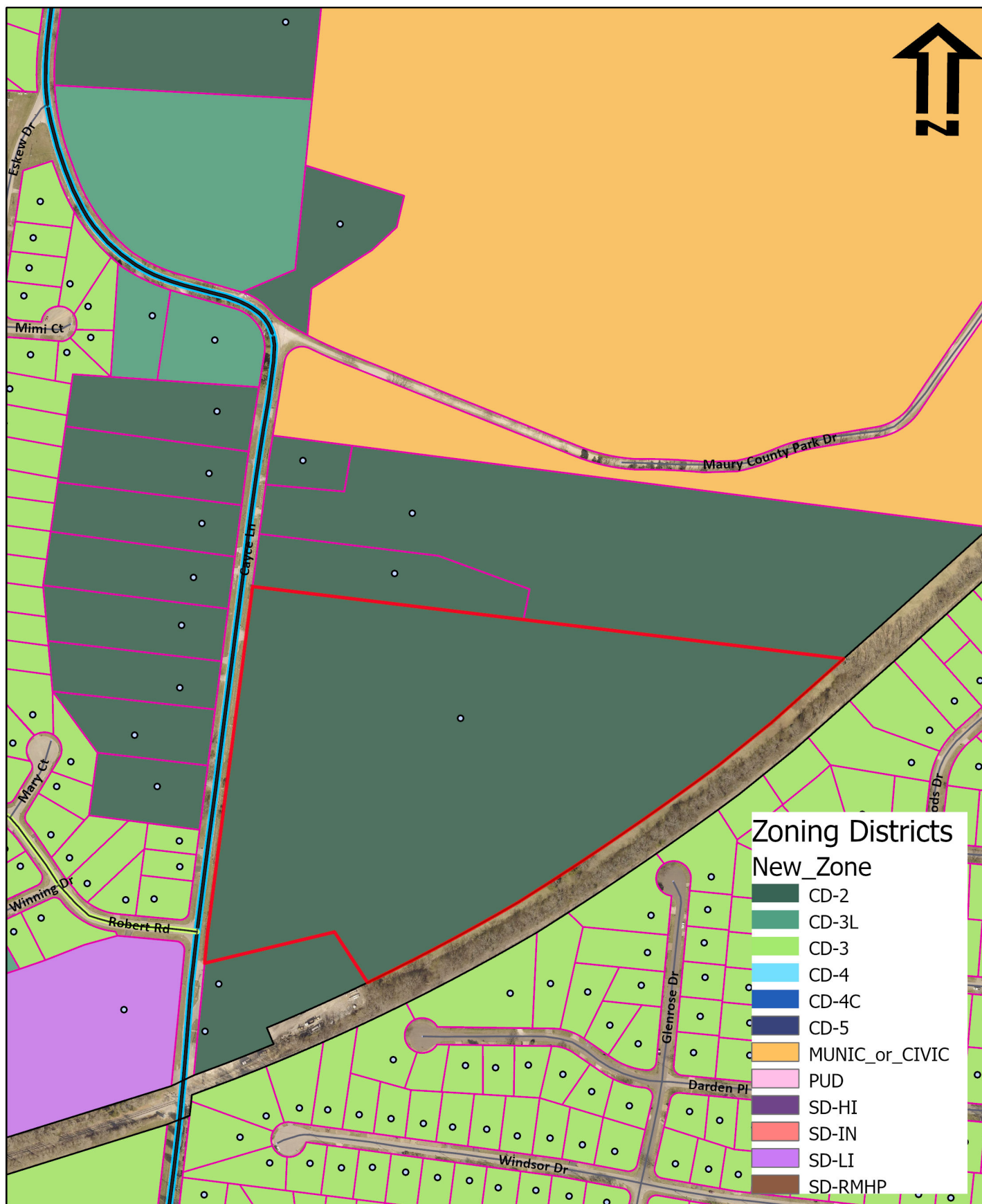


NOTARY'S SEAL

Thomas M. Hutto

Notary's Signature

My commission expires: 6/25/25



Ordinance No. 4468 - Exh. B

6218 Cayce Lane



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

STAFF REPORT CONTACT INFORMATION

Kevin McCarthy, City Planner, kmccarthy@columbiatn.com, 931-560-1531

APPLICATION NUMBER

22-0324

APPLICANT/PROPERTY OWNER

Wade Kincaid/ KCS Property, LLC

PUBLIC HEARING DATE

N/A

PROPERTY ADDRESS/LOCATION

6218 Cayce Lane/Tax Map 101 Parcel 39

SUMMARY OF REQUEST: Zoning Map Amendment (CD-2 to CD-3)

UPDATE: The Planning Commission considered this request to rezone the subject property from CD-2 to CD-3 at its February 2023 meeting, and again at its March 2023 meeting. At that time the Planning Commission asked the applicant to provide additional information. Specifically, the applicant agreed to provide a traffic and safety study as well as a stormwater analysis of the subject property and its surroundings.

The applicant provided these items to staff on May 4th. The traffic study has been reviewed by City staff as well as a third-party engineer selected by the city at the applicant's expense. City staff performed a cursory review of the stormwater analysis. These items are not required for a rezoning request. They have been provided at the request of Planning Commission to aide in its review of the requested rezoning. Staff can provide technical expertise interpreting the information provided, but offers no analysis or comment. The decision to rezone property is ultimately at the discretion of the City Council, based upon the evaluation and recommendation of the Planning Commission.

As with all rezoning requests, the concept plan simply demonstrates the feasibility of developing the site to CD-3 standards; it is not binding. Staff will provide detailed comments and analysis of any future Preliminary Plat and Site Development Plan.

The water availability letter originally provided for this property expired on April 16th. The applicant has obtained an extension of water availability through September 8th. It is customary for CPWS to verify water availability in 120 day increments in order to keep their water availability model up to date.





CITY OF COLUMBIA TENNESSEE
PLANNING COMMISSION
STAFF REPORT

MAP SOURCE: City GIS

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS PROPOSED	SIZE OF PROPERTY
CD 2	Single-Family Home	CD-2/CD-3/SD-LI Single-Family Homes/Light Industrial Services	Single-Family Homes	30.76 Acres

STAFF REPORT CONTACT INFORMATION

Kevin McCarthy, Planning Associate II, kmccarthy@columbiatn.com, 931-560-1531

APPLICATION NUMBER 22-0324	APPLICANT/PROPERTY OWNER Wade Kincaid/ KCS Property, LLC
PUBLIC HEARING DATE N/A	PROPERTY ADDRESS/LOCATION 6218 Cayce Lane/Tax Map 101 Parcel 39
SUMMARY OF REQUEST: Zoning Map Amendment (CD-2 to CD-3) The applicant requests to rezone a 30.76-acre parcel located on the east side of Cayce Lane from CD 2 (Rural Character District) to CD-3 (Neighborhood Character District). Both the current and requested zoning designations are primarily residential in character. The Zoning Ordinance permits one dwelling unit per acre in CD-2 and four dwelling units per acre in CD-3. In support of the requested rezoning, the applicant provided a concept plan which depicts a 104-lot subdivision. This report summarizes staff analysis regarding consistency, conformity, and compatibility of the proposed rezoning.	
	

MAP SOURCE: City GIS

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS PROPOSED	SIZE OF PROPERTY
CD 2	Single-Family Home	CD-2/CD-3/SD-LI Single-Family Homes/Light Industrial Services	Single-Family Homes	30.76 Acres

CONSISTENCY with the COMPREHENSIVE PLAN: Suburban Neighborhood: The future land use of the subject property is Suburban Neighborhood. The classification is characterized by residential neighborhoods with limited intermixed and compatible civic uses. The requested CD-3 zoning designation is consistent with the Suburban Neighborhood future land use classification.	PROPERTY HISTORY Existing improvements on the property consists of a single-family home and various accessory structures. The home was constructed in 1960. The current owner acquired the property in 2022. This is the first development proposal on record for this property.
---	---

CONFORMITY to the 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.

Zoning Ordinance Referenced:

Proposed CD-3 Character District (Table 4.3.1-C, p. 66-67)

The Ordinance describes the CD-3 Neighborhood District as a medium density single-family detached residential area in which houses form the predominant building type, although limited use of duplexes is permitted. Homes are separated from the street and each other by minimum setbacks. Thoroughfares form medium-sized blocks, may have curbs, and may include sidewalks and street trees. The district permits a maximum gross density of four dwelling units per acre. CD-3 is an appropriate implementing district for the Suburban Neighborhood future land use classification.

Lot/Building Site Width (Table 4.3.1-C, p. 68)

- Minimum lot width of 65’ (40’ if alley-loaded garage is provided; 100’ for a duplex)
- Frontage buildout not regulated
- No less than 80% of lots must enfront a vehicular thoroughfare or internal drive conforming to the standards of the Ordinance and Subdivision Regulation
- Up to ≤ 20% of the lots may Enfront a pedestrian path, passage, pedestrian walkway if such Lots have legal and physical vehicular access to a vehicular thoroughfare via driveway or Easement

Lot Standards/ Principle Buildings (Table 4.3.1-C, p. 68)

- 25’ min front setback
- 8’ ft min side setback
- 25’ min rear setback (measured from the rear property line or centerline of rear alley as applicable)

Development Parcel Standards

The site qualifies as a Development Parcel and, if developed, must adhere to the standards in Article 5 of the Ordinance. Development of the site will require Planning Commission approval of a Site Development Plan prior to or concurrent with a Preliminary Plat.

- At least 5 percent but not more than 20 percent of gross acreage must be assigned as Civic Space (§ 5.3.1.A, p. 328)
- Each civic space must conform to the standards of the Ordinance
- A playground must be provided within 800’ of each lot (§ 5.3.3.B, p. 335)
- A portion of the existing tree canopy must be retained and the applicant must provide a tree protection plan (§ 5.8.15, p. 341; 4.3.16.L p. 293-297).

Access and Connectivity

Thoroughfares and internal drives must terminate at other thoroughfares or internal drives, forming a network, and connecting wherever possible to thoroughfares or internal drives on adjacent sites. (§ 5.2.2, p. 308)

Staff Comment:

The concept plan depicts a 104-lot single-family development, yielding a gross density of 3.38 dwelling units per acre. The concept plan depicts 65' wide lots around the perimeter of the development and narrower alley-loaded lots throughout the interior blocks. The concept also depicts seven civic spaces totaling 1.77 acres (5.8 percent of the site), 4,349 linear feet of roadway, as well as public utility and drainage easements. The concept plan indicates two primary access points utilizing a 70' street section. Both primary streets connect with Cayce Lane with an additional future connection to the adjacent property to the north. If a Site Development Plan and Preliminary Plat is submitted for Planning Commission review in the future, staff will prepare a detailed analysis of whether it conforms to the standards of the Ordinance.

ATTACHMENTS
(CIRCLE)

SUBMITTED
PLANS

CITY MAPS

LEGAL NOTICE

LEGAL
DESCRIPTION

PUBLIC
COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

Zoning Map Amendment:

Staff reviewed the request for a zoning map amendment for conformity with the standards listed in the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below, followed by staff analysis.

Staff's review of Section 8.5.19.H.4 in relation to this request finds the following:

- a. Whether the Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;

The subject property has a future land use classification of Suburban Neighborhood (Connect Columbia Map 4). The proposed change, from a low-density CD-2 rural character district to a medium-density CD-3 neighborhood character district, is consistent with the Suburban Corridor future land use classification (Connect Columbia p.22; Table 3.7.1 p.36 and 86 of Zoning Ordinance; Table 4.3.1-C, p. 66).

The property is not located in an Area of Change (Connect Columbia Map 3), meaning that in 2017-2018, the Planning Commission determined that the development pattern was established and changes to overall character of the area should rarely occur. This does not necessarily mean that the proposed change is inconsistent with Connect Columbia. However, the plan advises a "pause" and careful review to ensure that the context of the area surrounding the subject property is considered (Connect Columbia p. 14).

- b. Whether the legal purposes for which zoning exists, as set forth in Section 1.5[, are not contravened];¹

All future development will be required to conform to the standards of the Zoning Ordinance. The standards protect and promote the public health, safety, morals, comfort, convenience, and general welfare of the people and community (§ 1.5.1.A p. 6). The requested rezoning will provide for the beneficial use of property (§ 1.5.1.P p. 7). The Planning Commission may determine that the proposed rezoning furthers the other purposes of zoning listed at §§ 5.1.1 and 5.1.2 of the Ordinance.

- c. Whether there will be any adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

There are no known adverse effects upon adjacent property owners. However, staff have received multiple requests for information related to the proposed rezoning. At least one resident has submitted a letter describing concerns related to the proposed rezoning. During the January 10th Development Review Committee meeting, staff advised the applicant to engage area residents in order to address concerns about the requested rezoning.

If any adverse impacts are identified in the future, they can be mitigated through application of the Zoning Ordinance and Subdivision Standards during review of future Site Development Plan and Preliminary Plat requests.

- d. Whether any one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;

Rezoning the property will likely provide material benefits to the owner. However, any potential detrimental effects on the general public can be mitigated through the standards in the Zoning Ordinance.

- e. Whether conditions affecting the area have changed to a sufficient [extent] to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;²

Planning Commission may determine that demand for housing in the City of Columbia has increased to a sufficient extent to warrant an increase in the area of the city zoned

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.”

² The word *extent* was unintentionally omitted in the drafting of Ordinance 4400. The word was present in the corresponding criterion in Ordinance 3638.

for medium-density residential development. It is within the discretion of the Planning Commission to determine that other circumstances have changed to a sufficient extent to warrant an increase in the area zoned for residential development.

- f. Whether adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available.

Technical comments from public service providers generally indicate that services are in place to support the zoning change. However, final determination will depend on the specific intensity and timing of development. Some service providers, including Maury County Schools, did not submit comments on the proposed rezoning. The availability of urban services will be determined at the time of preliminary plat. In addition, a traffic impact study will identify necessary off-site improvements. Any future Site Development Plan and Preliminary Plat must conform to the Subdivision Regulations and the standards of the Zoning Ordinance. New roads and stormwater facilities must conform to the City's Engineering Standards and Specifications.

F i s c h b a c h
Transportation Group, LLC
Traffic Engineering and Planning

Traffic Impact Study

Proposed Residential Development
6218 Cayce Lane
Columbia, TN

Prepared May 2023
For WES Engineers & Surveyors

FTG, LLC
P.O. Box 682736
Franklin, TN 37068
(615) 771-8022 phone
Gillian@FTGtraffic.com

Traffic Impact Study

Proposed Residential Development

**6218 Cayce Lane
Columbia, Tennessee**

Prepared May 2023

PREPARED FOR:

WES Engineers & Surveyors
2486 Nashville Highway
Columbia, TN 38401

PREPARED BY:

Ms. Gillian L. Fischbach, P.E., PTOE
Fischbach Transportation Group (FTG, LLC)
P.O. Box 682736
Franklin, TN 37068
Phone: (615) 771-8022
FTG Project Number: 11257



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1. INTRODUCTION

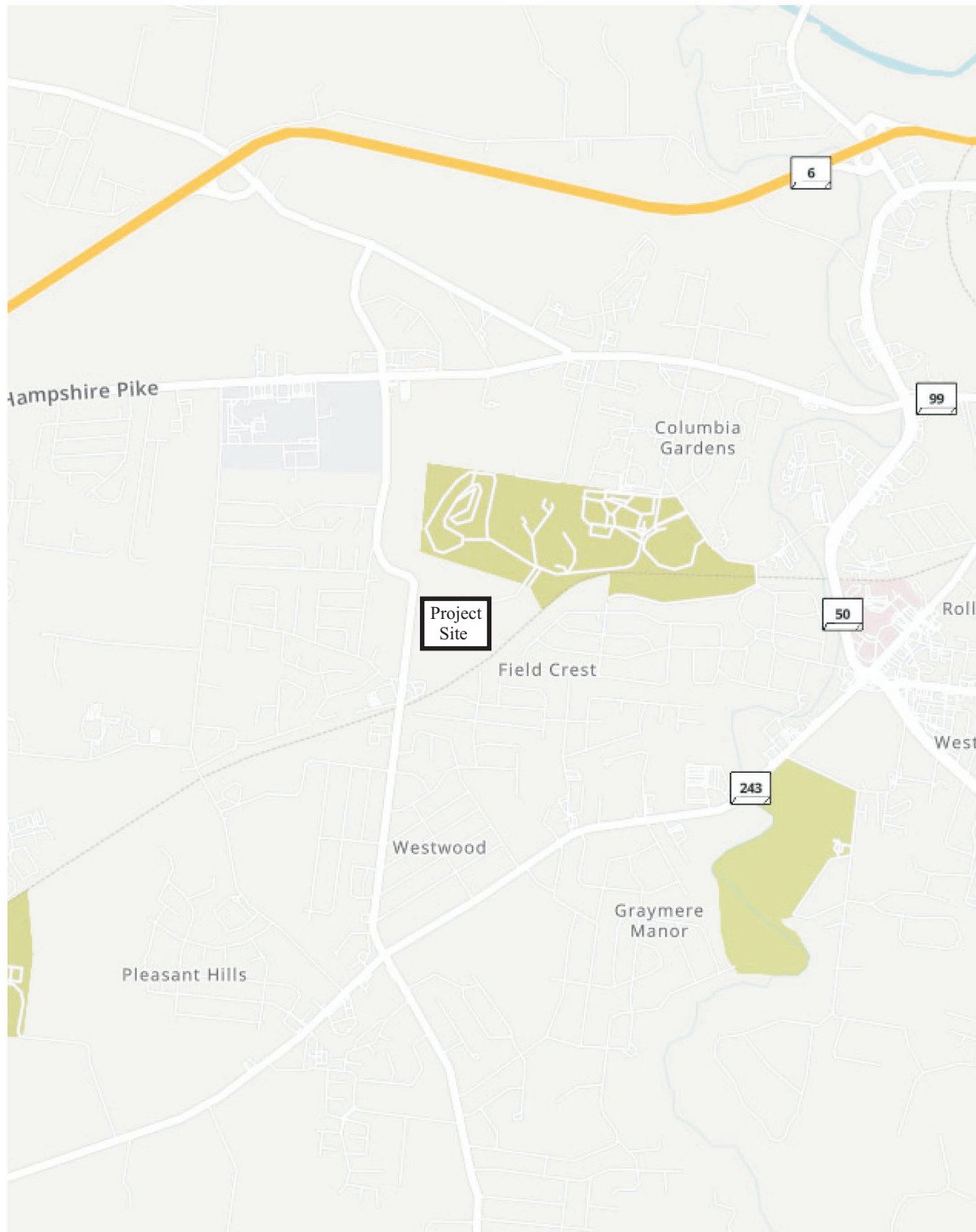
This traffic study has been prepared in order to identify the traffic impacts of a residential development that is proposed to be constructed on the east side of Cayce Lane, north of existing railroad tracks, in Columbia, Tennessee.

For the purposes of this study, existing and background traffic volumes were established, and capacity analyses were conducted for these conditions. Also, trip generation calculations were performed, and the trips which are expected to be generated by the proposed project were distributed to the roadway system and added to the background traffic volumes. The roadways and intersections which provide access to the site were then re-evaluated to determine the traffic impacts of the proposed project. Access needs for the project were evaluated, and the necessary roadway and/or traffic control improvements were identified. This report presents the results of these analyses and the subsequent recommendations.

2. PROJECT DESCRIPTION

The location of the proposed project is shown in [Figure 1](#). As shown, the project site is located on the east side of Cayce Lane, north of existing railroad tracks, in Columbia, Tennessee. The developer of the proposed project plans to construct 104 single-family homes, and access to the project will be provided at two locations on Cayce Lane.

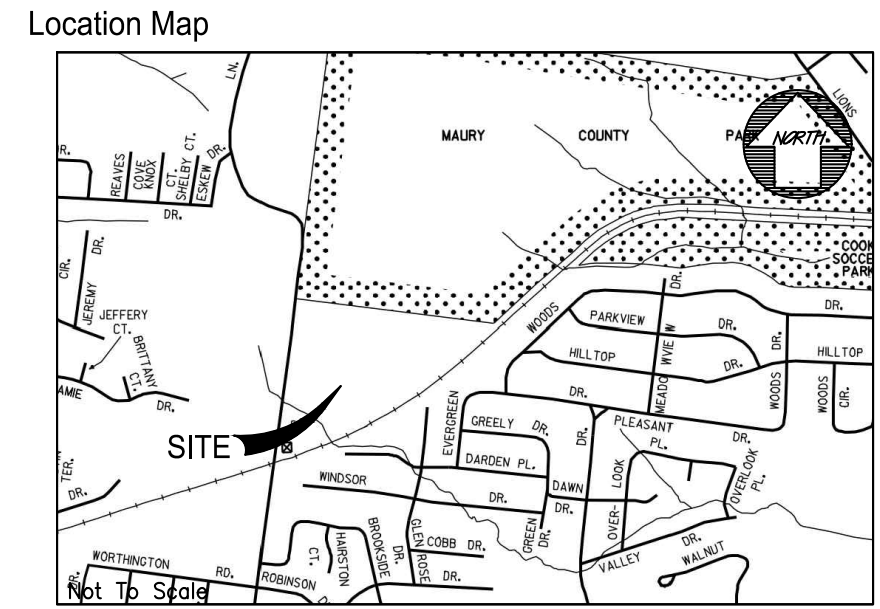
The current site plan for the proposed project is shown in [Figure 2](#). In large part, economic and market considerations will dictate the pace and timing with which the proposed project is actually completed. For the purposes of this study, it was assumed that the proposed project will be completed by Year 2026.



No Scale

Figure 1.
Location of the Proposed Project Site

PRELIMINARY CONCEPT SKETCH



SITE DATA:

OWNER: KCS PROPERTY, LLC
1985 RIDGECREST DRIVE
COLUMBIA, TN 38401

PARCEL NUMBER: TAX MAP 101 PARCEL 039.00
DEED BOOK: R2877, PG 600

SUBJECT PARCEL ZONING: CURRENT ZONING CD-2
PROPOSED ZONING CD-3

ACREAGE OF SITE: 30.76 ACRES
(PROPOSED 310,468.30 S.F. - 7.12 Ac.
RIGHT OF WAY DEDICATION)

MINIMUM REQUIRED BUILDING SETBACKS:
25' FRONT
25' REAR OR 15' REAR IF ALLEY LOADED
8' SIDE
20' SIDE SETBACK FOR CORNER LOTS

UTILITY SERVICES:
WATER SERVICE
COLUMBIA POWER & WATER SYSTEMS
201 PICKENS LANE
COLUMBIA, TENNESSEE 38401
(931) 388-4833
ELECTRIC SERVICE
COLUMBIA POWER & WATER SYSTEMS
201 PICKENS LANE
COLUMBIA, TENNESSEE 38401
(931) 388-4833

PURPOSE NOTE: CONSTRUCT 4,359.12 L.F. OF ROADWAY AND
PROVIDE 104 RESIDENTIAL LOTS.

NOTES:

- INSTALLATION OF HVAC EQUIPMENT IN P.U.D.E.'S WITH BURIED PIPES IS PROHIBITED.
- ALL DRAINAGE SWALES AND BERMS TO BE MAINTAINED BY INDIVIDUAL HOMEOWNERS.

LOT AREA TABLE

LOT#	S.F.	Ac.	LOT#	S.F.	Ac.
1	5,368	0.14	55	5,720	0.13
2	5,504	0.13	56	5,720	0.13
3	5,720	0.13	57	5,720	0.13
4	5,728	0.13	58	5,720	0.13
5	5,731	0.13	59	5,720	0.13
6	5,734	0.13	60	5,720	0.13
7	5,737	0.13	61	6,552	0.15
8	5,741	0.13	62	6,493	0.15
9	5,743	0.13	63	5,720	0.13
10	5,748	0.13	64	5,720	0.13
11	6,721	0.15	65	5,720	0.13
12	9,584	0.22	66	5,720	0.13
13	7,150	0.16	67	5,720	0.13
14	7,150	0.16	68	5,720	0.13
15	7,150	0.16	69	5,720	0.13
16	7,150	0.16	70	5,720	0.13
17	7,150	0.16	71	5,439	0.13
18	7,150	0.16	72	6,581	0.15
19	7,150	0.16	73	5,720	0.13
20	7,150	0.16	74	5,720	0.13
21	7,150	0.16	75	5,720	0.13
22	7,150	0.16	76	5,720	0.13
23	7,150	0.16	77	5,720	0.13
24	7,150	0.16	78	5,720	0.13
25	7,150	0.16	79	5,720	0.13
26	7,150	0.16	80	5,720	0.13
27	7,150	0.16	81	6,493	0.15
28	7,150	0.16	82	6,557	0.15
29	8,453	0.19	83	5,720	0.13
30	11,375	0.26	84	5,720	0.13
31	11,375	0.26	85	5,720	0.13
32	13,586	0.31	86	5,720	0.13
33	13,108	0.30	87	5,720	0.13
34	20,628	0.47	88	5,720	0.13
35	9,318	0.21	89	5,720	0.13
36	8,450	0.19	90	5,903	0.14
37	8,450	0.19	91	5,720	0.13
38	8,450	0.19	92	5,720	0.13
39	8,450	0.19	93	5,720	0.13
40	8,450	0.19	94	6,356	0.15
41	8,450	0.19	95	7,122	0.16
42	8,450	0.19	96	5,500	0.13
43	8,450	0.19	97	5,500	0.13
44	8,563	0.20	98	5,500	0.13
45	10,110	0.23	99	5,500	0.13
46	10,323	0.24	100	5,500	0.13
47	9,081	0.21	101	5,672	0.13
48	8,450	0.19	102	8,476	0.19
49	10,311	0.24	103	9,245	0.21
50	8,841	0.20	104	7,150	0.16
51	6,403	0.15			
52	3,497	0.13			
53	5,720	0.13			
54	5,720	0.13			

CIVIC SPACE	S.F.	Ac.	TYPE
CIVIC SPACE-A	2,316	0.53	GREEN
CIVIC SPACE-B	4,297	0.10	POCKET PARK
CIVIC SPACE-C	3,564	0.08	POCKET PARK
CIVIC SPACE-D	4,190	0.10	POCKET PARK
CIVIC SPACE-E	23,682	0.54	GREEN
CIVIC SPACE-F	18,223	0.42	PLAYGROUND
OPEN SPACE-G	204,864	4.70	OPEN SPACE

Minimum Civic Space Required: 1.54 Ac
Minimum Civic Space Provided: 1.77 Ac

GEOTECHNICAL NOTE:

CONTRACTOR TO COMPLETE A GEOTECHNICAL STUDY CONDUCTED ON THIS SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE DESIGN FOR THE SITE IMPROVEMENTS SHOWN ON THIS PLAN HAVE RELIED ON GENERAL INFORMATION FROM FIELD REVIEW OF EXISTING TERRAIN. IF, IN THE PURSUIT OF THIS WORK BY THE CONTRACTOR, CONDITIONS OR OBSTACLES ARE ENCOUNTERED THAT ARE DIFFERENT THAN REFLECTED IN THESE PLANS OR THAT APPEAR TO IMPACT THE SCOPE OF THE WORK, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE CIVIL ENGINEER, THE GEOTECHNICAL ENGINEER AND THE OWNER/DEVELOPER. BEFORE ANY REMEDIAL COURSE OF ACTION OR DESIGN CHANGE IS INITIATED, ALL PARTIES TO THE PROCESS (OWNER, CIVIL ENGINEER, GEOTECHNICAL ENGINEER, AND CONTRACTOR) MUST BE IN AGREEMENT AND THE MAGNITUDE OF THE COST/TIME REQUIRED FOR THE MEASURES ESTABLISHED.

SITE BENCHMARK NOTE:

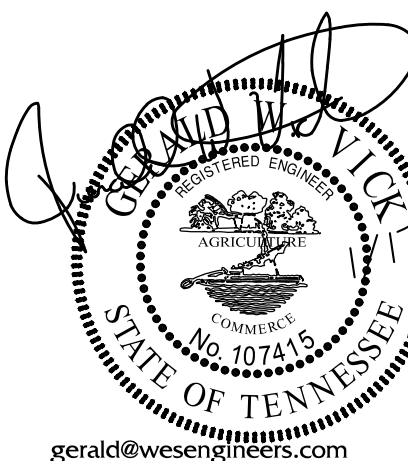
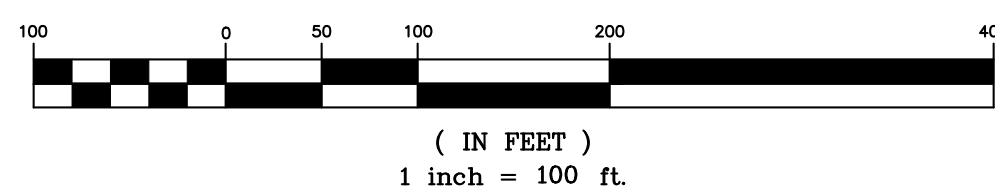
CONTRACTOR SHALL ESTABLISH A BENCHMARK PRIOR TO CONSTRUCTION. EXISTING BENCHMARK MUST BE RE-VERIFIED AND APPROVED BY THE ENGINEER/SURVEYOR PRIOR TO USE.

BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY:
W.E.S. ENGINEERS AND SURVEYORS
2486 NASHVILLE HWY
COLUMBIA, TENNESSEE 38401
(931) 388-2329

FLOOD STUDY NOTE:

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS (FIRM'S) MAP NUMBER 47117C0280C DATED APRIL 16, 2007.

GRAPHIC SCALE



gerald@wesengineers.com

SUBMITTED FOR MUNICIPAL APPROVAL
NOT FOR CONSTRUCTION

BENCHMARK

BENCHMARK #1
EXIST IRON PIN
ELEV = 691.10'
N = 464,418.94
E = 1,643,263.05
TN STATE PLANE
COORDINATE SYSTEM,
NAD 83 DATUM

WARNING! UTILITY LINES!

THE CONTRACTOR WILL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD AND UNDERGROUND UTILITY WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF OVERHEAD OR UNDERGROUND SERVICES, THE UTILITY COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN. A THOROUGH EXAMINATION OF THE OVERHEAD WIRES IN THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION. THE UNDERGROUND UTILITY LINES HAVE BEEN SHOWN AS BEST AS CAN BE DETERMINED AT THIS TIME FROM THE INFORMATION OBTAINED FROM THE SURVEY. THE CONTRACTOR SHALL CONTACT EACH OF THESE COMPANIES PRIOR TO BEGINNING CONSTRUCTION AND HAVE THEM DETERMINE THE EXACT LOCATION AND TYPE OF THEIR SERVICES.

LEGEND

EXISTING	PROPOSED
WATER MAIN	WATER MAIN
SANITARY SEWER	SANITARY SEWER
STORM SEWER	STORM SEWER
OVERHEAD FENCE	OVERHEAD FENCE
OPEN DRAINAGE DITCH	OPEN DRAINAGE DITCH
TREE PROTECTION FENCE	TREE PROTECTION FENCE
UTILITY POLE	UTILITY POLE
IRON PIN SET	IRON PIN SET
EXISTING IRON PIN	EXISTING IRON PIN
CONCRETE MONUMENT	CONCRETE MONUMENT
DECIDUOUS TREE	DECIDUOUS TREE
GATE VALVE IN BOX	GATE VALVE IN BOX
LIGHT POLE	LIGHT POLE
BENCHMARK	BENCHMARK

10' Public Utility and Drainage Easement
(Unless otherwise noted)

10' Public Utility and Drainage Easement
(Unless otherwise noted)

SUBDIVISION TYPICAL LOT LAYOUT

10' Public Utility and Drainage Easement
(Unless otherwise noted)

10' Public Utility and Drainage Easement
(Unless otherwise noted)

SUBDIVISION TYPICAL LOT LAYOUT ALLEY LOADED

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WES E ENGINEERS & SURVEYORS
CIVIL ENGINEERS & LAND SURVEYORS
2486 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE: (931) 388-2329
www.wesengineers.com

WES E ENGINEERS & SURVEYORS

Client
KCS PROPERTY, LLC
1985 Ridgcrest Drive
Columbia, TN 38401

DATE

REVISIONS

CAYCE LANE
6216 CAYCE LANE

COLUMBIA, MAURY COUNTY, TENNESSEE

PRELIMINARY CONCEPT SKETCH

Drawn: RP
Checked: GV
Approved: GV
Date: Nov. 21, 2022
Scale: Vertical: 1"=100'
Horizontal: 1"=100'

MP-1

3. YEAR 2023 EXISTING CONDITIONS

3.1 ROAD AUDIT OF CAYCE LANE

Cayce Lane provides local and regional access to the project site. This facility includes one 10-foot travel lane in each direction, and no shoulders or dedicated turn lanes are provided. A 35 mph speed limit is posted on this roadway segment.

Curvature

From Hampshire Pike to Eskew Drive, Cayce Lane includes negligible horizontal curvature and minimal vertical curvature. Similarly, from the project site to an existing railroad crossing, Cayce Lane includes negligible horizontal curvature and minimal vertical curvature. However, between Eskew Drive and the project site, there are two significant horizontal curves. The western of these curves, immediately south of Eskew Drive, has a radius of approximately 600 feet, and the eastern curve has a radius of approximately 100 feet. Existing signage includes warning signs to mark intersections, sharp curves, and reduced speed limits in advance of these curves. Also, retro-reflective chevron signs are provided through each of the two curves.

Typical vehicle speeds

FTG, LLC commissioned a traffic count and speed study on Cayce Lane, south of Wellington Drive, from April 11-13, 2023, and the data sheets from this counts are included in [Appendix A](#). The results of this data collection effort indicate that this roadway segment accommodates approximately 4,300 vehicles per day (vpd), and the AM peak and the PM peak hour are each approximately 9% of the total daily volume. Also, this data indicates that approximately 71% of the vehicles on this roadway segment are conventional passenger vehicles. Finally, the 85th percentile vehicle speed is 40 mph.

Sight distance at Eskew Drive

For the purposes of this study, sight distance measurements were conducted for the intersection of Cayce Lane and Eskew Drive. Specifically, these measurements were collected based on guidelines that are included in A Policy on Geometric Design of Highways and Streets, which is published by the American Association of State Highway and Transportation Officials (AASHTO) and commonly known as The Green Book. Specifically, The Green Book indicates that for a speed of 40 mph, which is the 85th percentile speed on Cayce Lane, the minimum stopping sight distance is 305 feet. This is the distance that a motorist on Cayce Lane will need to come to a stop if a vehicle turning from Eskew Drive creates a conflict. Also, based on The Green Book, the minimum intersection sight distance is 445 feet. This is the distance that a motorist on Eskew Drive needs to safely complete a turn onto Cayce Lane. Field measurements and observations indicate that adequate sight distance is available to and from the north at the intersection of Cayce Lane and Eskew Drive. However, insufficient intersection sight distance is available to and from the south, around an existing curve. Specifically, approximately 375-400 feet of intersection sight distance is available for motorists on Eskew Drive, and these limitations are compounded by the existing grade on Eskew Drive, which requires additional start-up time for motorists turning onto Cayce Lane.

Recent historical accident data

The City of Columbia Police Department provided historical crash data for the segment of Cayce Lane from Hampshire Pike to the existing railroad tracks. Specifically, this data was collected for January 1, 2018 through April 25, 2023. As shown in [Appendix A](#), there were a total of 96 incidents on this roadway segment, and 16 of them (16.7%) involved possible or suspected injuries. More importantly, 12 of the 16 incidents that involved possible or suspected injuries occurred in the curves between Wellington Drive and the project accesses.

A field visit was completed on April 23, 2023 in order to confirm the laneage and traffic control noted during the collection of turning movement data at the intersections within the study area. The existing laneage and traffic control at the intersections within the study area are shown in [Figure 3](#).

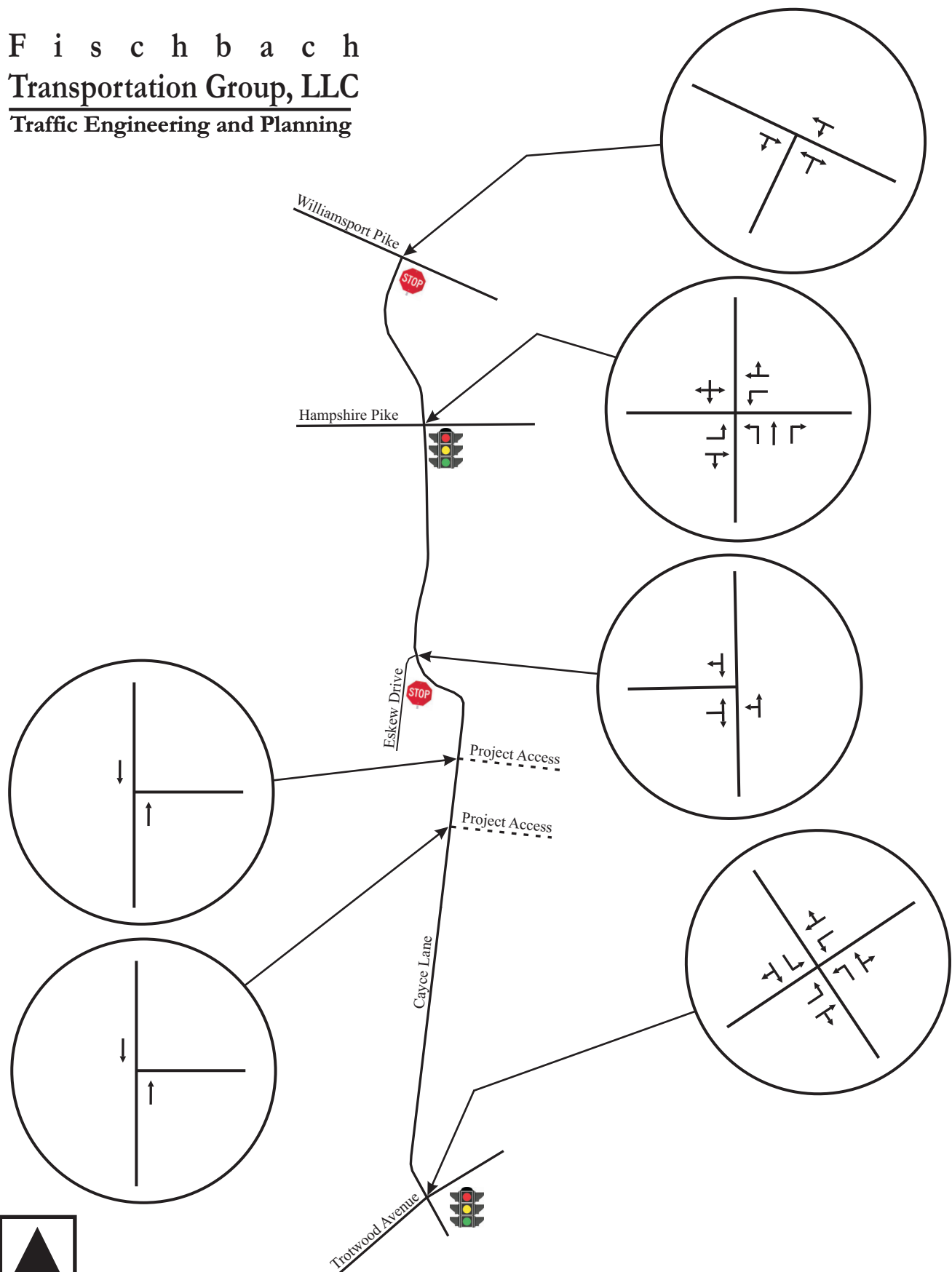


Figure 3.
 Existing Laneage and Traffic Control

Southbound Cayce Lane at the Project Site



Photo credit: FTG, LLC (4/2023)

Northbound Cayce Lane at the Project Site



Photo credit: FTG, LLC (4/2023)

Southbound Cayce Lane in Advance of Eskew Drive



Photo credit: FTG, LLC (4/2023)

Southbound Cayce Lane between Eskew Drive and the Project Site



Photo credit: FTG, LLC (4/2023)

3.2 YEAR 2023 EXISTING TRAFFIC VOLUMES

In order to provide data for the traffic impact analysis, traffic volumes were counted in 15-minute increments at the following intersections:

- Williamsport Pike and Cayce Lane
- Hampshire Pike and Cayce Lane
- Cayce Lane and Eskew Drive
- Trotwood Avenue and Cayce Lane / Sunnyside Lane

The data for the intersection with Williamsport Pike was identified from the January 2020 Traffic Impact Study for The Highlands development. The data for the intersections with Hampshire Pike and Eskew Drive was collected from 6:00 AM – 7:00 PM on typical weekdays in late March 2023 when schools were in session. Finally, the data for the intersection with Trotwood Avenue was identified from the June 2022 Traffic Impact Study for the gas station and convenience store planned for the southeast quadrant of this intersection. The raw traffic volumes are included in [Appendix A](#) and are shown in [Figure 4](#). It is important to note that certain turning movements were increased as needed to show balanced traffic flows between adjacent intersections.

Using the existing peak hour traffic volumes shown in [Figure 4](#), capacity analyses were conducted for the intersections studied. Specifically, in order to identify current peak hour levels of operation within the study area, the capacity calculations were performed according to the methods outlined in the [Highway Capacity Manual 7](#) (HCM 7). These analyses result in the determination of a Level of Service (LOS), which is a measure of evaluation is used to describe how well an intersection or roadway operates. LOS A represents free flow traffic operations, and LOS F suggests that the traffic demand exceeds the available capacity. In an urbanized area, LOS D is typically considered to be the minimum acceptable LOS. [Table 1](#) presents the descriptions of LOS for signalized intersections, and [Table 2](#) presents the descriptions of LOS for unsignalized intersections.

The results of the capacity analyses for the existing peak hour traffic volumes are shown in [Table 3](#), and [Appendix B](#) includes the capacity analyses worksheets. These analyses indicate the following:

Williamsport Pike and Cayce Lane

At this unsignalized intersection, all of the critical turning movements currently operate at LOS B or better during both peak hours.

Hampshire Pike and Cayce Lane

This signalized intersection operates at LOS C during both peak hours.

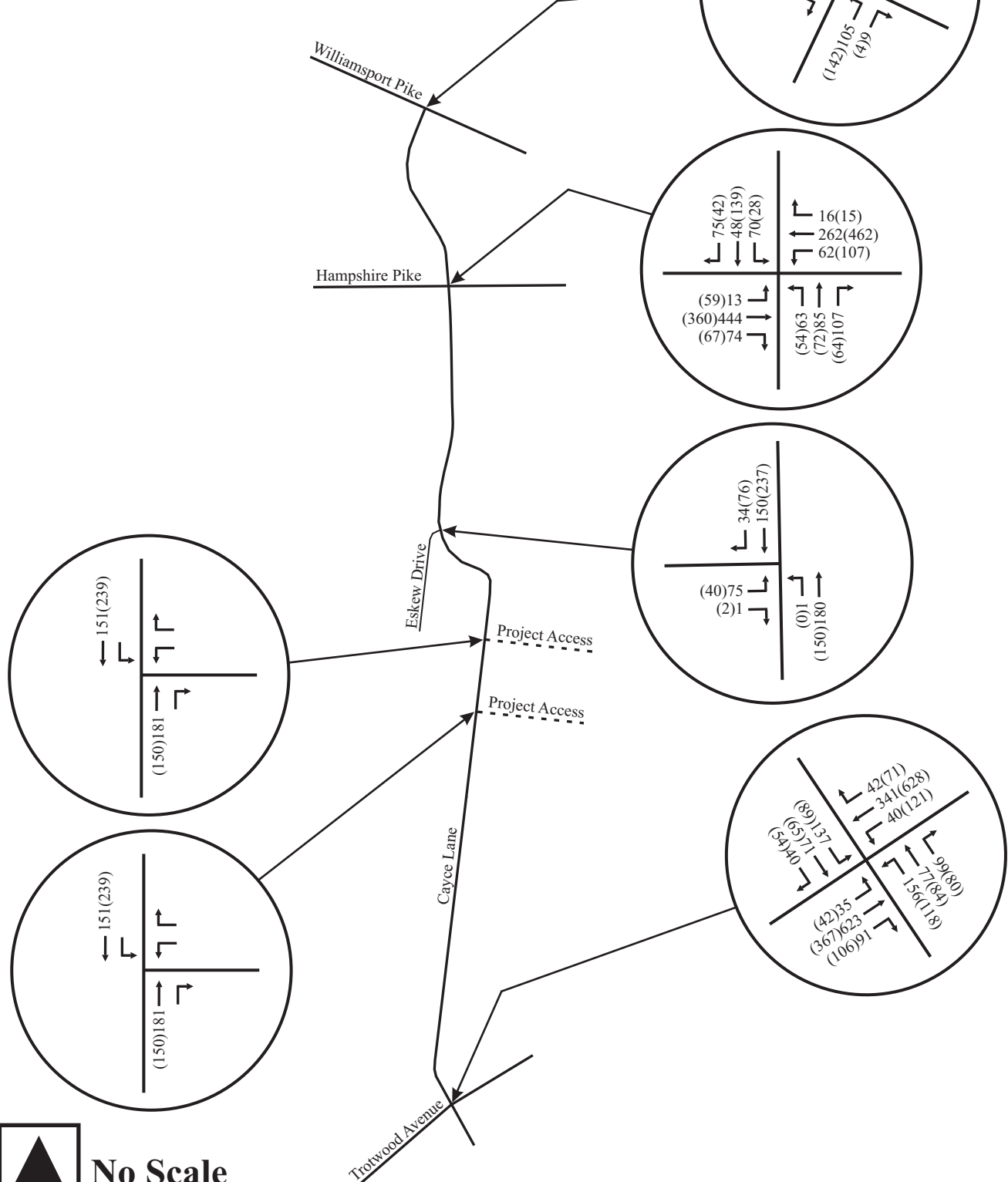
Cayce Lane and Eskew Drive

At this unsignalized intersection, all of the critical turning movements currently operate at LOS B or better during both peak hours.

Trotwood Avenue and Cayce Lane / Sunnyside Lane

This signalized intersection operates at LOS C during both peak hours.

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Transportation Group, LLC
Traffic Engineering and Planning



No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 4.
Existing Year 2023 Peak Hour Traffic Volumes

TABLE 1. DESCRIPTIONS OF LOS FOR SIGNALIZED INTERSECTIONS

Level of Service	Description	Average Control Delay per Vehicle (sec)
A	Operations with very low control delay. Progression is extremely favorable, and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.	≤ 10
B	Operations with stable flows. This generally occurs with good progression, short cycle lengths, or both. More vehicles stop than for LOS A, causing higher levels of average delay.	> 10 and ≤ 20
C	Operations with stable flow. Occurs with fair progression, longer cycle lengths, or both. Individual cycle failures may begin to appear at this level. The number of vehicles stopping is significant, although many still pass through the intersection without stopping.	> 20 and ≤ 35
D	Approaching unstable flow. The influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high v/c ratios. Many vehicles stop.	> 35 and ≤ 55
E	Unstable flow. In many cases, this is considered to be the limit for acceptable delay. These high delays generally indicate poor progression, long cycle lengths, and high v/c ratios.	> 55 and ≤ 80
F	Unacceptable delay. This condition often occurs with oversaturation or with high v/c ratios. Poor progression and long cycle lengths may also cause such delay levels.	> 80

Source: Highway Capacity Manual 7 (HCM 7)

TABLE 2. DESCRIPTIONS OF LOS FOR UNSIGNALIZED INTERSECTIONS

Level of Service	Description	Average Control Delay (sec/veh)
A	Minimal delay	≤ 10
B	Brief delay	> 10 and ≤ 15
C	Average delay	> 15 and ≤ 25
D	Significant delay	> 25 and ≤ 35
E	Long delay	> 35 and ≤ 50
F	Extreme delay	> 50

Source: Highway Capacity Manual 7 (HCM 7)

TABLE 3. YEAR 2023 EXISTING PEAK HOUR LEVELS OF SERVICE

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Williamsport Pike and Cayce Lane	Westbound Left Turns / Thrus	LOS A	0 veh	LOS A	0 veh
	Northbound Left / Right Turns	LOS B	1 veh	LOS B	1 veh
Hampshire Pike and Cayce Lane	Eastbound Left Turns	LOS B	1 veh	LOS B	1 veh
	Eastbound Thrus / Right Turns	LOS C	17 veh	LOS B	11 veh
	Westbound Left Turns	LOS B	1 veh	LOS B	2 veh
	Westbound Thrus / Right Turns	LOS B	8 veh	LOS B	12 veh
	Northbound Left Turns	LOS D	3 veh	LOS D	2 veh
	Northbound Thrus	LOS D	4 veh	LOS D	3 veh
	Northbound Right Turns	LOS D	5 veh	LOS D	3 veh
	Southbound Turning Movements	LOS D	9 veh	LOS D	8 veh
	OVERALL INTERSECTION	LOS C		LOS C	
Cayce Lane and Eskew Drive	Eastbound Left / Right Turns	LOS B	1 veh	LOS B	1 veh
	Northbound Left Turns / Thrus	LOS A	0 veh	LOS A	0 veh
Trotwood Avenue and Cayce Lane / Sunnyside Lane	Eastbound Left Turns	LOS B	1 veh	LOS B	1 veh
	Eastbound Thrus / Right Turns	LOS D	23 veh	LOS C	12 veh
	Westbound Left Turns	LOS B	1 veh	LOS B	2 veh
	Westbound Thrus / Right Turns	LOS B	10 veh	LOS C	19 veh
	Northbound Left Turns	LOS D	6 veh	LOS D	5 veh
	Northbound Thrus / Right Turns	LOS D	7 veh	LOS D	7 veh
	Southbound Left Turns	LOS D	6 veh	LOS D	3 veh
	Southbound Thrus / Right Turns	LOS D	4 veh	LOS D	5 veh
	OVERALL INTERSECTION	LOS C		LOS C	

4. YEAR 2026 BACKGROUND TRAFFIC VOLUMES

In order to account for the traffic growth which will occur within the study area because of typical growth, background traffic volumes were established for the intersections within the study area. Specifically, in order to account for typical growth within the study area, consideration was given to the historical traffic volumes near the project site. The Tennessee Department of Transportation (TDOT) conducts an annual count program throughout the state. This count program includes the annual collection of average daily traffic (ADT) counts at numerous fixed locations.

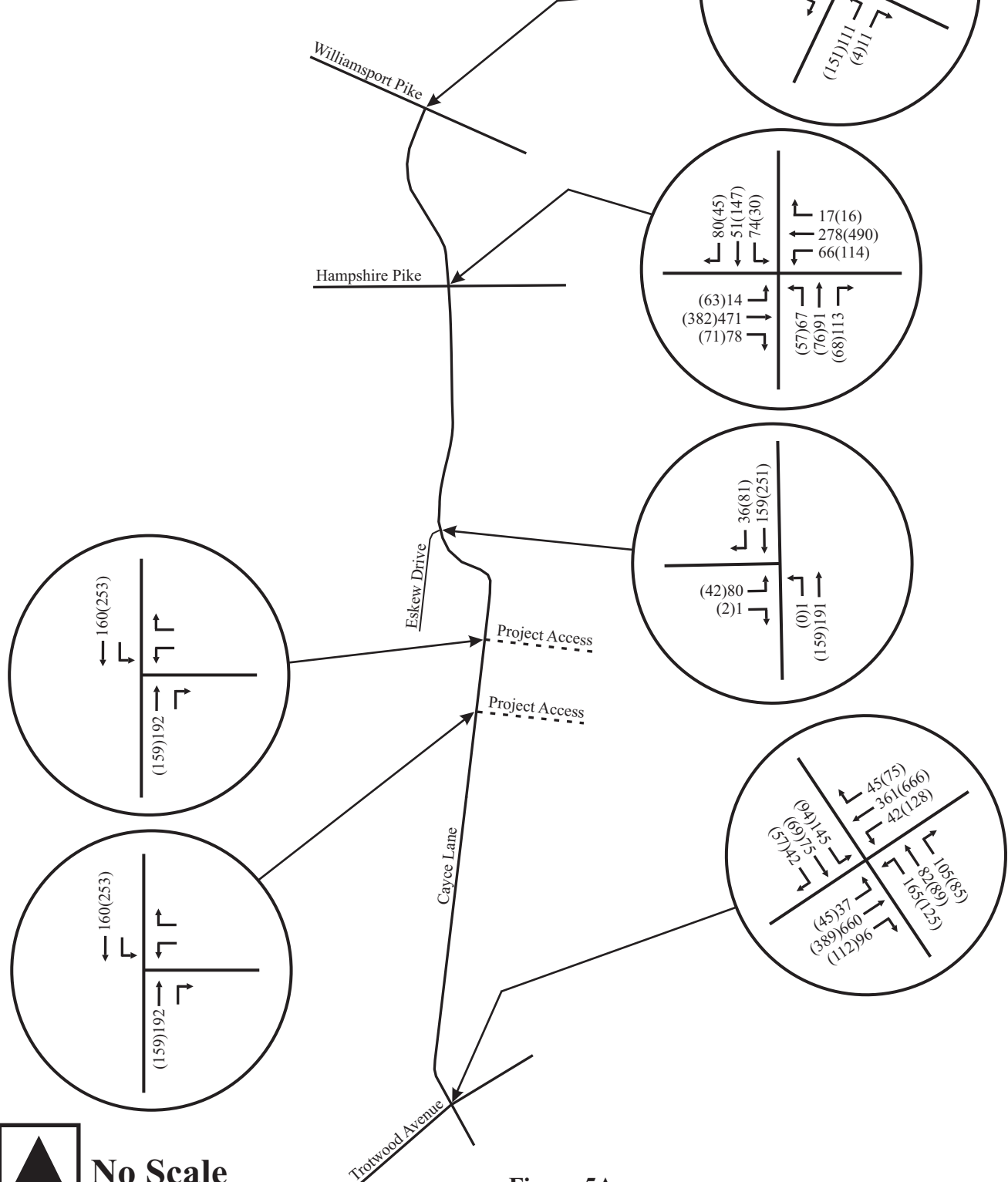
As shown in [Table 4](#), the daily traffic volumes within the study area have been relatively stable since 2010. However, for the purposes of these analyses, the existing traffic volumes were increased 2% per year, or a total of 6%, in order to establish the initial Year 2026 background traffic volumes shown in [Figure 5A](#).

TABLE 4. HISTORICAL TRAFFIC VOLUMES IN THE STUDY AREA

Year	Station 36 Hampshire Pk ADT	Annual Growth	Overall Growth
2010	9,946		
2011	10,076	1.31%	
2012	9,957	-1.18%	
2013	9,955	-0.02%	
2014	11,231	12.82%	
2015	9,790	-12.83%	
2016	11,951	22.07%	
2017	11,928	-0.19%	
2018	9,831	-17.58%	
2019	14,066	43.08%	
2020	8,828	-37.24%	
2021	9,342	5.82%	
2022	10,174	8.91%	0.19%
Year	Station 126 Cayce Lane ADT	Annual Growth	Overall Growth
2010	2,320		
2011	2,590	11.64%	
2012	2,308	-10.89%	
2013	2,523	9.32%	
2014	2,879	14.11%	
2015	2,504	-13.03%	

2016	2,641	5.47%	
2017	2,632	-0.34%	
2018	2,792	6.08%	
2019	4,209	50.75%	
2020	3,876	-7.91%	
2021	2,675	-30.99%	
2022	2,706	1.16%	1.39%

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Transportation Group, LLC
Traffic Engineering and Planning



No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 5A.
Initial Year 2026 Background Peak Hour Traffic
(Existing Traffic Volumes Increased 6%)

It is important to note that the following projects are planned for construction in the vicinity of the project site:

1. The Trotwood & Foster residential project is planned for construction southwest of the proposed project site. The peak hour traffic volumes generated by this project are identified in the Traffic Impact Study prepared by Kimley Horn in January 2023, and these volumes are shown in [Figure 5B](#). Information about this project is included in [Appendix A](#).
2. The Crichton Property residential project is planned for construction southwest of the proposed project site. The peak hour traffic volumes generated by this project are identified in the Traffic Impact Study prepared by T-Square Engineering in July 2021, and these volumes are shown in [Figure 5C](#). Information about this project is included in [Appendix A](#).
3. A gas station and convenience store are planned for construction in the southeast quadrant of the intersection of Trotwood Avenue and Cayce Lane / Sunnyside Lane. The peak hour traffic volumes generated by this project are identified in the Traffic Impact Study prepared by FTG, LLC in June 2022, and these volumes are shown in [Figure 5D](#). Information about this project is included in [Appendix A](#).
4. A project known as The Highlands is planned for construction northwest of the proposed project site. The peak hour traffic volumes generated by this project are identified in the Traffic Impact Study prepared by T-Square Engineering in January 2020, and these volumes are shown in [Figure 5E](#). Information about this project is included in [Appendix A](#).

The traffic volumes shown in [Figures 5A-5E](#) were added together in order to identify background traffic volumes, as shown in [Figure 5F](#). Capacity analyses were conducted for the background conditions at the intersections within the study area, and for these analyses, it was assumed that all existing laneage and traffic control will be maintained and no improvements will be provided.

The results of the capacity analyses for the background peak hour traffic volumes are shown in [Table 5](#), and [Appendix B](#) includes the capacity analyses worksheets. These analyses indicate the following:

Williamsport Pike and Cayce Lane

At this unsignalized intersection, all of the critical turning movements will operate at LOS C or better during both peak hours.

Hampshire Pike and Cayce Lane

This signalized intersection will operate at LOS D during the AM peak hour and LOS C during the PM peak hour.

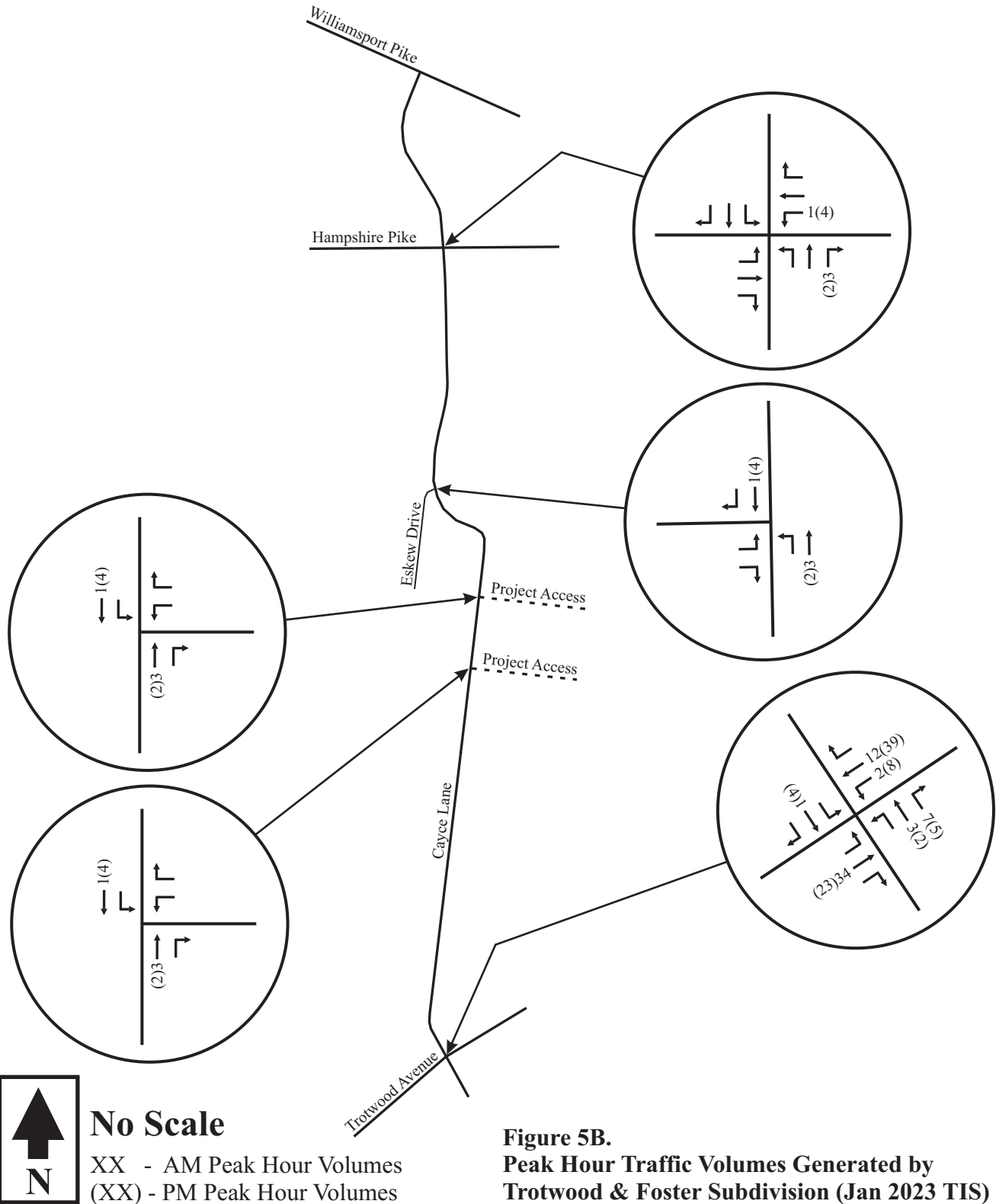
Cayce Lane and Eskew Drive

At this unsignalized intersection, all of the critical turning movements will operate at LOS B or better during both peak hours.

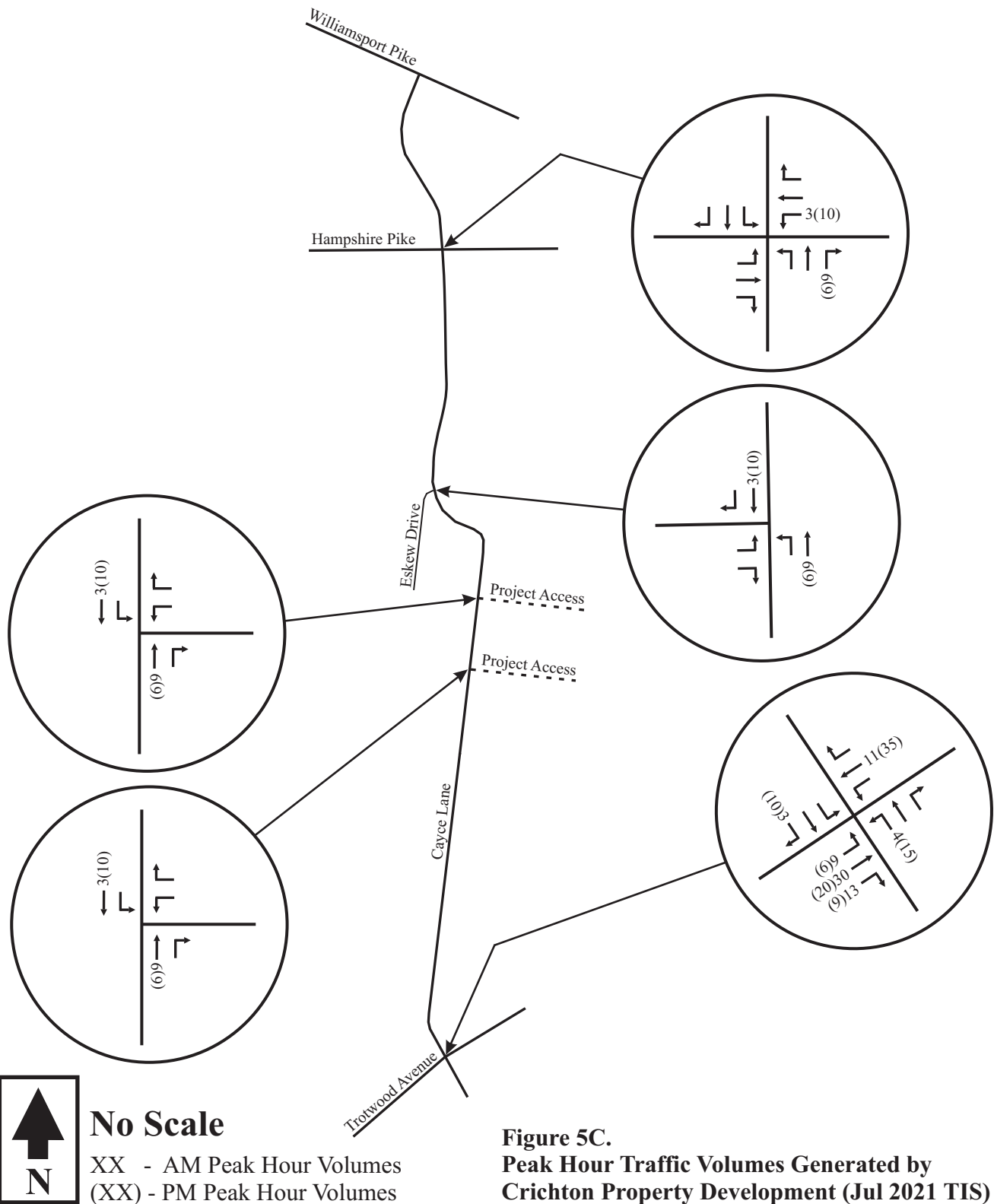
Trotwood Avenue and Cayce Lane / Sunnyside Lane

This signalized intersection will operate at LOS D during both peak hours.

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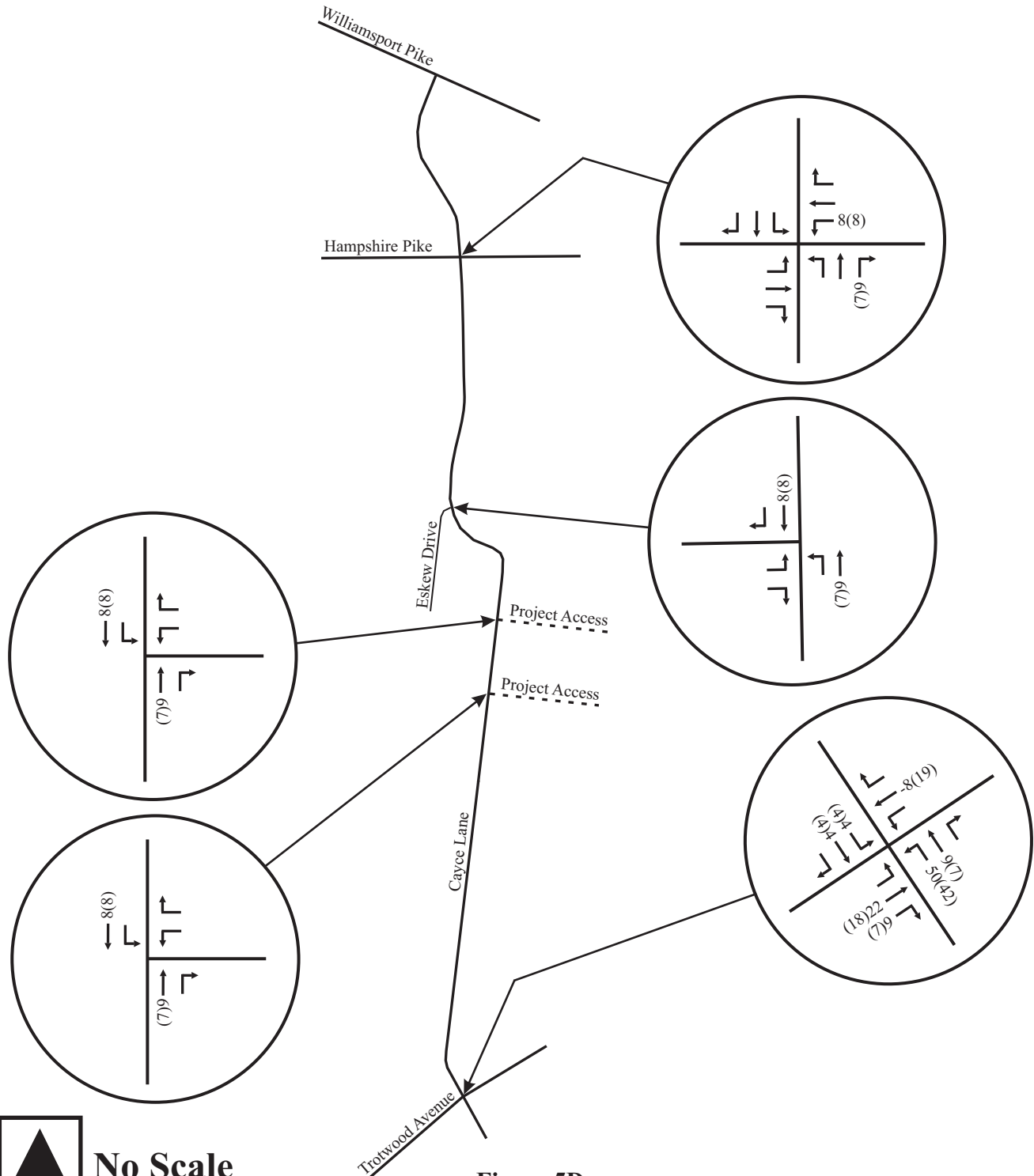
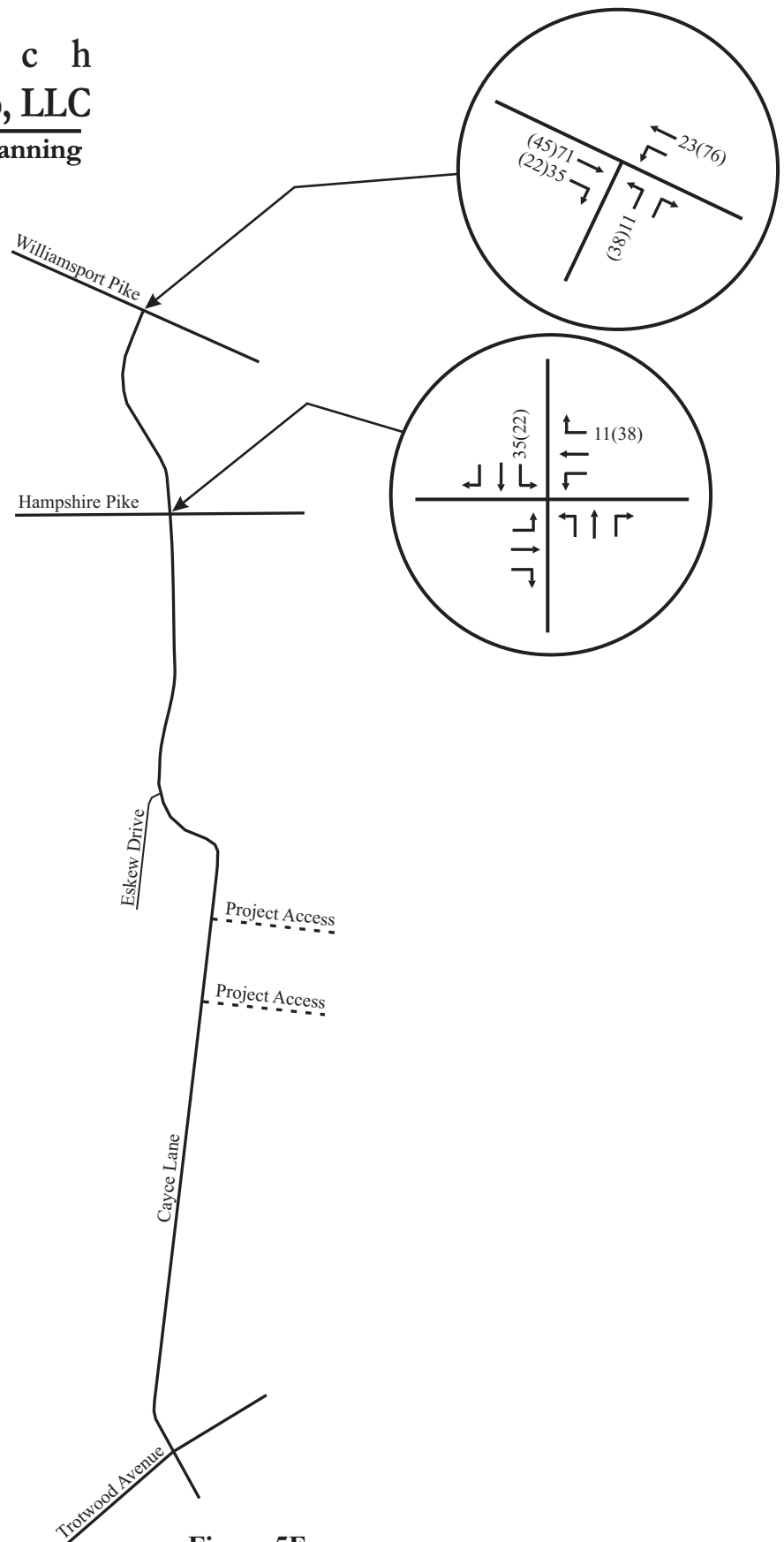


Figure 5D.
Peak Hour Traffic Volumes Generated by
Sunnyside Gas Station & Convenience (Jun 2022 TIS)

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Transportation Group, LLC
Traffic Engineering and Planning

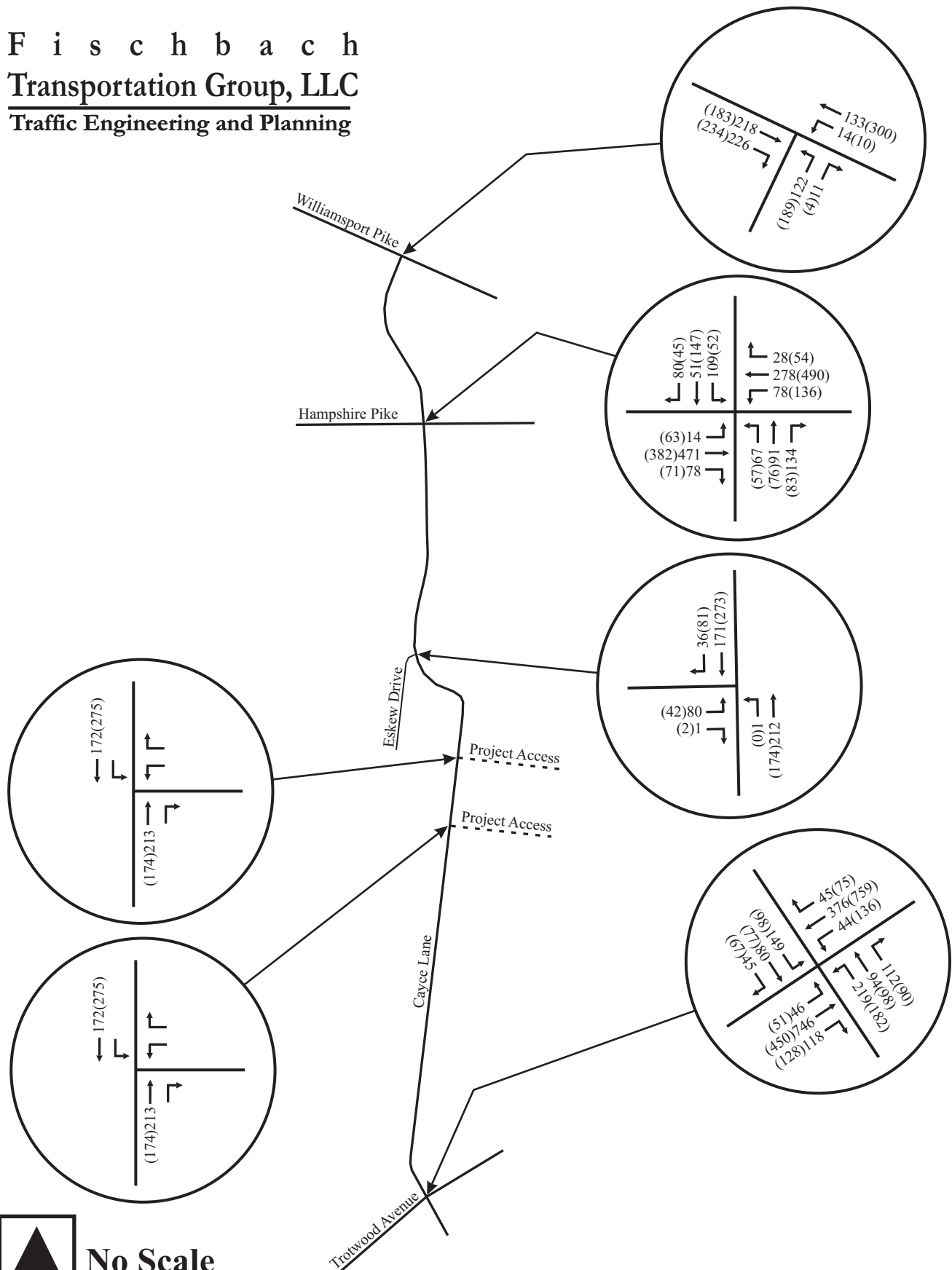


No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 5E.
Peak Hour Traffic Volumes Generated by
The Highlands Development (Jan 2020 TIS)

F i s c h b a c h
Transportation Group, LLC
Traffic Engineering and Planning



No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 5F.
Final Year 2026 Background Peak Hour Traffic

TABLE 5. YEAR 2026 BACKGROUND PEAK HOUR LEVELS OF SERVICE

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Williamsport Pike and Cayce Lane	Westbound Left Turns / Thrus	LOS A	0 veh	LOS A	0 veh
	Northbound Left / Right Turns	LOS B	1 veh	LOS C	3 veh
Hampshire Pike and Cayce Lane	Eastbound Left Turns	LOS B	1 veh	LOS B	1 veh
	Eastbound Thrus / Right Turns	LOS D	23 veh	LOS C	13 veh
	Westbound Left Turns	LOS C	2 veh	LOS B	3 veh
	Westbound Thrus / Right Turns	LOS C	9 veh	LOS C	15 veh
	Northbound Left Turns	LOS D	3 veh	LOS D	2 veh
	Northbound Thrus	LOS D	4 veh	LOS D	3 veh
	Northbound Right Turns	LOS D	6 veh	LOS D	3 veh
	Southbound Turning Movements	LOS D	10 veh	LOS D	10 veh
	OVERALL INTERSECTION	LOS D		LOS C	
Cayce Lane and Eskew Drive	Eastbound Left / Right Turns	LOS B	1 veh	LOS B	1 veh
	Northbound Left Turns / Thrus	LOS A	0 veh	LOS A	0 veh
Trotwood Avenue and Cayce Lane / Sunnyside Lane	Eastbound Left Turns	LOS B	1 veh	LOS C	1 veh
	Eastbound Thrus / Right Turns	LOS D	39 veh	LOS C	17 veh
	Westbound Left Turns	LOS C	1 veh	LOS B	3 veh
	Westbound Thrus / Right Turns	LOS C	14 veh	LOS F	35 veh
	Northbound Left Turns	LOS E	14 veh	LOS D	7 veh
	Northbound Thrus / Right Turns	LOS E	13 veh	LOS D	8 veh
	Southbound Left Turns	LOS E	10 veh	LOS D	4 veh
	Southbound Thrus / Right Turns	LOS E	9 veh	LOS D	6 veh
	OVERALL INTERSECTION	LOS D		LOS D	

5. IMPACTS OF PROPOSED DEVELOPMENT

5.1 TRIP GENERATION

Trip generation calculations were conducted in order to identify how much traffic will be generated by the proposed project. Trip generation data for daily and peak hour trips were identified from Trip Generation, 11th Edition, which was published by the Institute of Transportation Engineers (ITE) in 2021. [Table 6](#) presents the daily and peak hour trip generations for proposed project, and these calculations are included in [Appendix C](#).

TABLE 6. TRIP GENERATION

LAND USE	SIZE	DAILY TRAFFIC	GENERATED TRAFFIC			
			AM PEAK HOUR		PM PEAK HOUR	
			ENTER	EXIT	ENTER	EXIT
Single-Family Detached (LUC 210)	104 homes	1,046	19	58	65	38

5.2 TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

For the purposes of this study, it was estimated that the trips generated by the proposed development will access the project site according to the directional distribution shown in [Figure 6](#). The development of this distribution was based on the following factors:

- existing land use characteristics,
- the directions of approach of the existing traffic,
- the access proposed for the project, and
- the locations of population centers in the area.

The peak hour trip generations and directional distribution were used to add the site-generated trips to the roadway system. [Figure 7](#) includes the peak hour traffic volumes that are expected to be generated by the proposed project.

F i s c h b a c h
Transportation Group, LLC
Traffic Engineering and Planning

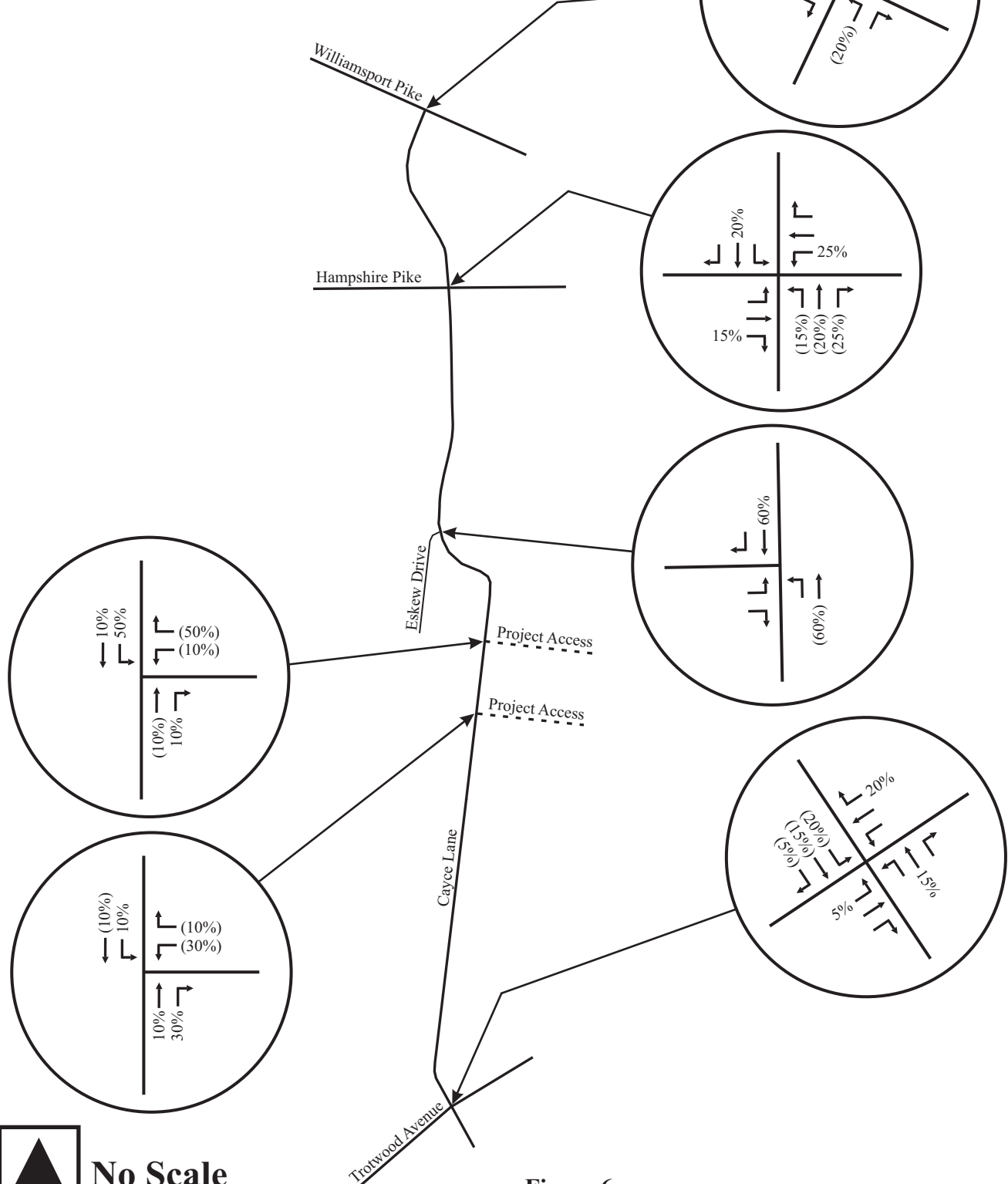
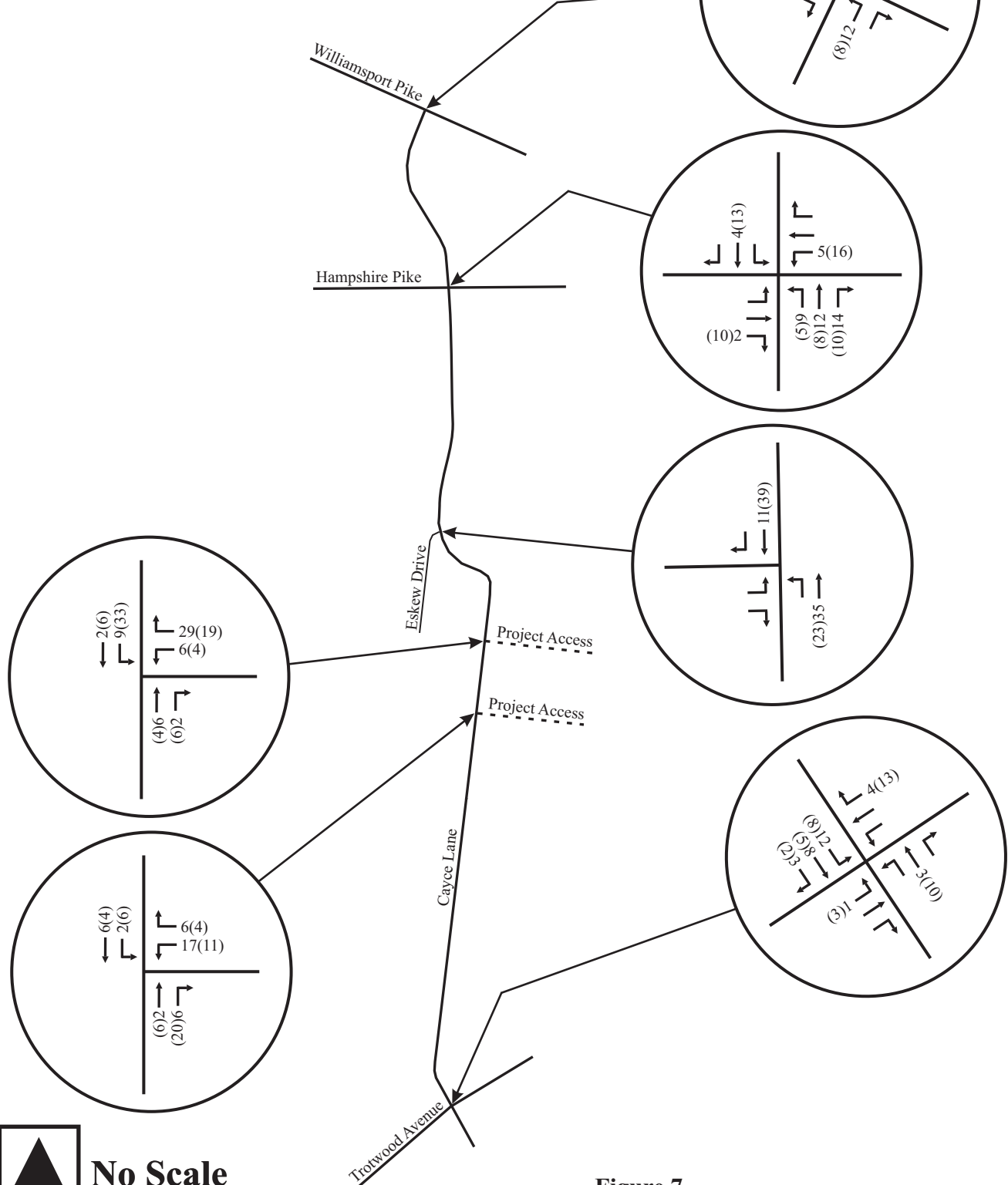


Figure 6.
Directional Distribution of Peak Hour Traffic
Volumes Generated by the Proposed Project

F i s c h b a c h
Transportation Group, LLC
Traffic Engineering and Planning



No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 7.
Peak Hour Traffic Volumes Generated
by the Proposed Project

5.3 CAPACITY ANALYSES

In order to identify the projected peak hour traffic volumes at the completion of the proposed project, the trips generated by the proposed development were added to the background peak hour traffic volumes within the study area. The resulting peak hour volumes are shown in [Figure 8](#).

Using the total projected peak hour traffic volumes, capacity analyses were conducted in order to determine the impact of the proposed project on the roadway system. Specifically, these capacity analyses were used to evaluate the need for roadway and traffic control improvements within the study area. For these analyses, the following assumptions were made:

- Each of the project accesses will be constructed to include one eastbound entering lane and one westbound exiting lane.
- All other existing laneage and traffic control will be maintained and no additional improvements will be provided.

The results of the capacity analyses for the total projected peak hour traffic volumes are shown in [Table 7](#), and [Appendix B](#) includes the capacity analyses worksheets. These analyses indicate the following:

Williamsport Pike and Cayce Lane

At this unsignalized intersection, all of the critical turning movements will operate at LOS C or better during both peak hours.

Hampshire Pike and Cayce Lane

This signalized intersection will operate at LOS D during the AM peak hour and LOS C during the PM peak hour.

Cayce Lane and Eskew Drive

At this unsignalized intersection, all of the critical turning movements will operate at LOS B or better during both peak hours.

Trotwood Avenue and Cayce Lane / Sunnyside Lane

This signalized intersection will operate at LOS D during both peak hours.

Cayce Lane and Northern Project Access

At this unsignalized intersection, all of the critical turning movements will operate at LOS B or better during both peak hours.

Cayce Lane and Southern Project Access

At this unsignalized intersection, all of the critical turning movements will operate at LOS B or better during both peak hours.

Using the total projected peak hour traffic volumes, analyses were conducted to determine whether or not a dedicated southbound left turn lane and/or a northbound right turn lane is warranted for construction on Cayce Lane at one or both of the project accesses. These analyses were based on the method outlined in *NCHRP Report 457: Engineering Study Guide for Evaluating Intersection Improvements*, and the relevant charts are included in [Appendix D](#). The analyses indicate that the total projected traffic volumes shown in [Figure 8](#) do not warrant any of these dedicated turn lanes.

F i s c h b a c h
Transportation Group, LLC
Traffic Engineering and Planning

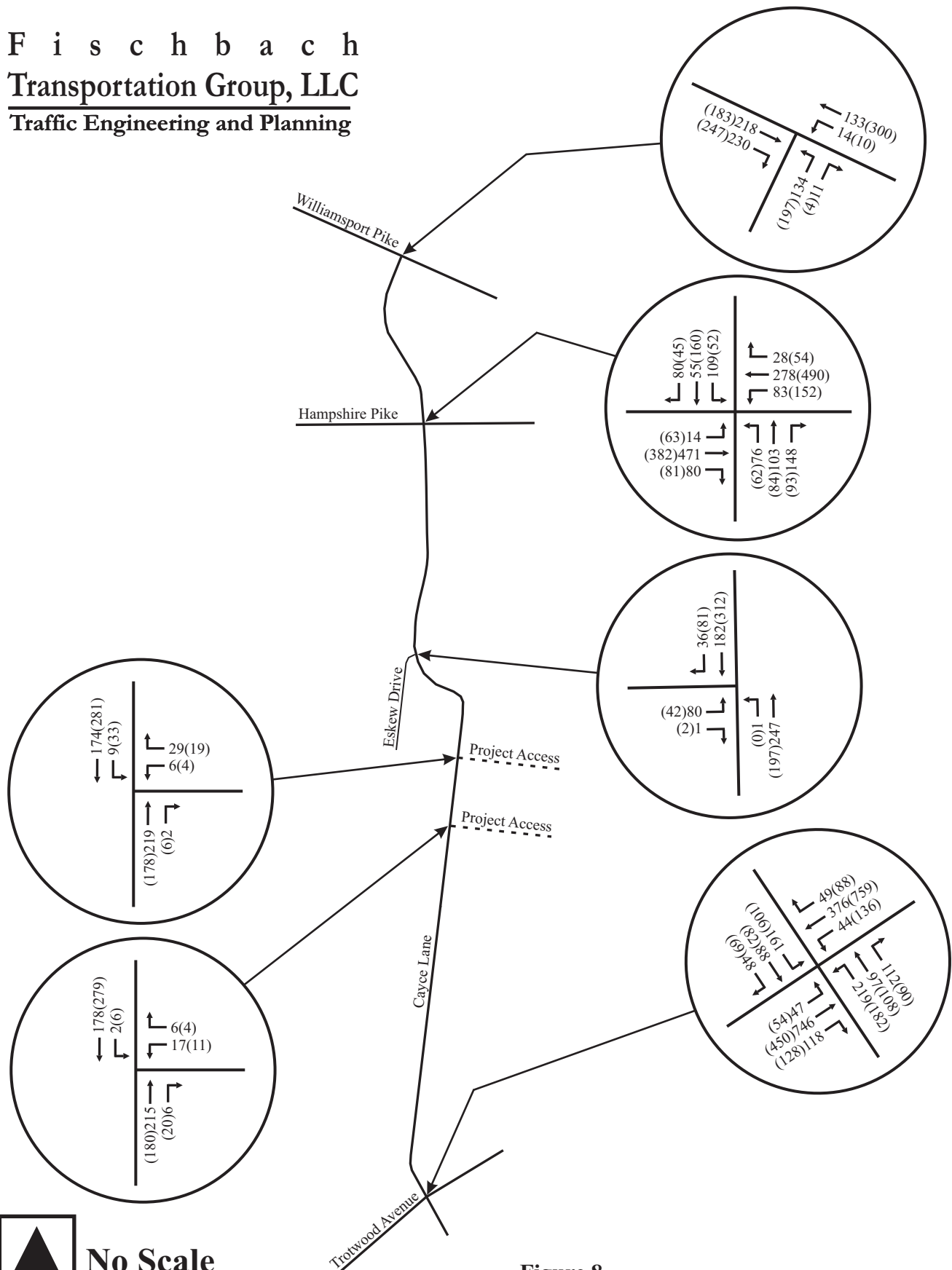


Figure 8.
Total Projected Peak Hour Traffic Volumes
at the Completion of the Proposed Project

TABLE 7. YEAR 2026 TOTAL PEAK HOUR LEVELS OF SERVICE

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Williamsport Pike and Cayce Lane	Westbound Left Turns / Thrus	LOS A	0 veh	LOS A	0 veh
	Northbound Left / Right Turns	LOS C	1 veh	LOS C	3 veh
Hampshire Pike and Cayce Lane	Eastbound Left Turns	LOS B	1 veh	LOS B	1 veh
	Eastbound Thrus / Right Turns	LOS E	25 veh	LOS C	13 veh
	Westbound Left Turns	LOS C	2 veh	LOS B	3 veh
	Westbound Thrus / Right Turns	LOS C	10 veh	LOS C	16 veh
	Northbound Left Turns	LOS D	3 veh	LOS D	2 veh
	Northbound Thrus	LOS D	4 veh	LOS D	3 veh
	Northbound Right Turns	LOS D	7 veh	LOS D	4 veh
	Southbound Turning Movements	LOS D	10 veh	LOS D	10 veh
	OVERALL INTERSECTION	LOS D		LOS C	
Cayce Lane and Eskew Drive	Eastbound Left / Right Turns	LOS B	1 veh	LOS B	1 veh
	Northbound Left Turns / Thrus	LOS A	0 veh	LOS A	0 veh
Trotwood Avenue and Cayce Lane / Sunnyside Lane	Eastbound Left Turns	LOS B	1 veh	LOS C	1 veh
	Eastbound Thrus / Right Turns	LOS D	39 veh	LOS C	20 veh
	Westbound Left Turns	LOS C	1 veh	LOS B	4 veh
	Westbound Thrus / Right Turns	LOS C	14 veh	LOS F	34 veh
	Northbound Left Turns	LOS E	13 veh	LOS D	11 veh
	Northbound Thrus / Right Turns	LOS E	12 veh	LOS D	12 veh
	Southbound Left Turns	LOS E	10 veh	LOS D	7 veh
	Southbound Thrus / Right Turns	LOS E	9 veh	LOS D	10 veh
	OVERALL INTERSECTION	LOS D		LOS D	

Cayce Lane and N. Project Access	Westbound Left / Right Turns	LOS B	1 veh	LOS B	1 veh
	Southbound Left Turns / Thrus	LOS A	0 veh	LOS A	1 veh
Cayce Lane and S. Project Access	Westbound Left / Right Turns	LOS B	1 veh	LOS B	1 veh
	Southbound Left Turns / Thrus	LOS A	0 veh	LOS A	0 veh

6. CONCLUSIONS AND RECOMMENDATIONS

The analyses conducted for the purposes of this study indicate that the following considerations should be made in order to accommodate the traffic volumes that will be generated by the proposed project:

Williamsport Pike and Cayce Lane

The analyses conducted for the purposes of this study indicate that all of the critical turning movements at this unsignalized intersection will operate at LOS C or better during both peak hours with existing, background, and total projected conditions. Therefore, no laneage or traffic control modifications are recommended at this intersection in conjunction with the proposed project.

Hampshire Pike and Cayce Lane

The analyses conducted for the purposes of this study indicate that this signalized intersections operates at LOS D or better during both peak hours with existing, background, and total projected conditions. Therefore, no laneage or traffic control modifications are recommended at this intersection in conjunction with the proposed project.

Cayce Lane and Eskew Drive

The analyses conducted for the purposes of this study indicate that all of the critical turning movements at this unsignalized intersection will operate at LOS B or better during both peak hours with existing, background, and total projected conditions. Therefore, no laneage or traffic control modifications are recommended at this intersection in conjunction with the proposed project.

Trotwood Avenue and Cayce Lane / Sunnyside Lane

The analyses conducted for the purposes of this study indicate that this signalized intersections operates at LOS D or better during both peak hours with existing, background, and total projected conditions. Therefore, no laneage or traffic control modifications are recommended at this intersection in conjunction with the proposed project.

Cayce Lane and Northern Project Access

The analyses conducted for the purposes of this study indicate that all of the critical turning movements at this unsignalized intersection will operate at LOS B or better during both peak hours with total projected conditions, and the average vehicle queues are expected to be low. Therefore, the project access should be constructed to include one eastbound entering lane and one westbound exiting lane.

The analyses conducted for the purposes of this study indicate that the intersection of Cayce Lane and the northern project access will operate acceptably even without dedicated turn lanes on Cayce Lane. Also, the total projected traffic volumes at this intersection are below the thresholds that have been established to identify when dedicated turn lanes are warranted at unsignalized intersections. Therefore, the intersection of Cayce Lane and the northern project access should be constructed as shown in the figure included with these conclusions and recommendations.

Cayce Lane and Southern Project Access

The analyses conducted for the purposes of this study indicate that all of the critical turning movements at this unsignalized intersection will operate at LOS B or better during both peak hours with total projected conditions, and the average vehicle queues are expected to be low. Therefore, the project access should be constructed to include one eastbound entering lane and one westbound exiting lane.

The analyses conducted for the purposes of this study indicate that the intersection of Cayce Lane and the southern project access will operate acceptably even without dedicated turn lanes on Cayce Lane. Also, the total projected traffic volumes at this intersection are below the thresholds that have been established to identify when dedicated turn lanes are warranted at unsignalized intersections. Therefore, the intersection of Cayce Lane and the southern project access should be constructed as shown in the figure included with these conclusions and recommendations.

Future Improvements to Cayce Lane

Currently, Cayce Lane includes two significant horizontal curves between Eskew Drive and the project site. The western of these curves, immediately south of Eskew Drive, has a radius of approximately 600 feet, and the eastern curve has a radius of approximately 100 feet. Also, limited intersection sight distance is available for motorists on Eskew Drive, and these limitations are compounded by the existing grade on Eskew Drive, which requires additional start-up time for motorists turning onto Cayce Lane. However, the vehicle speeds measured on Cayce Lane are reasonable, and ample warning signage is provided to notify motorists of upcoming intersections, sharp curves, and reduced speed limits in advance of these curves. Also, retro-reflective chevron signs are provided through each of the two curves.

In order to maximize safe and efficient operations on this segment of Cayce Lane, the following short-term and long-term modifications should be considered even if the proposed project is not constructed in order to address existing conditions on Cayce Lane:

1. Thermoplastic Rumble Strips

Surface-mounted rumble strips are relatively low-cost treatments that provide auditory and palpable warning of upcoming conditions. Specifically, these treatments can encourage motorists to reduce speeds and remain alert. However, because these treatments rely on noise and vibration, they can disturb nearby residents and noise-sensitive habitats. Also, they require maintenance.

Currently, the *Manual on Uniform Traffic Control Devices (MUTCD)*, which was published in 2009 by the Federal Highway Administration, does not provide any guidance about the design and installation of transverse rumble strips. Therefore, if rumble strips are installed on Cayce Lane in advance of each of the two curves, the design and installation of these arrays should be consistent with industry standards and should be reviewed and approved by the City of Columbia Engineering Department.

Thermoplastic rumble strips are not specifically warranted by the proposed residential project and should be considered even if the proposed project is not constructed.

2. Clearing of Vegetation

Currently, numerous utility poles are located on the north side of Cayce Lane, through and between the two existing curves. Also, stands of mature trees are located on both sides of the western curve and the inside of the eastern curve, limiting the sight distances available for motorists traveling through this roadway segment. Although some or all of these trees may be located outside the public right-of-way, consideration should be given to removing all of the trees within 10 feet of the edge of pavement between Eskew Drive and the gravel driveway located within the eastern curve.

The clearing of vegetation is not specifically warranted by the proposed residential project and should be considered even if the proposed project is not constructed.

3. Realignment of Cayce Lane

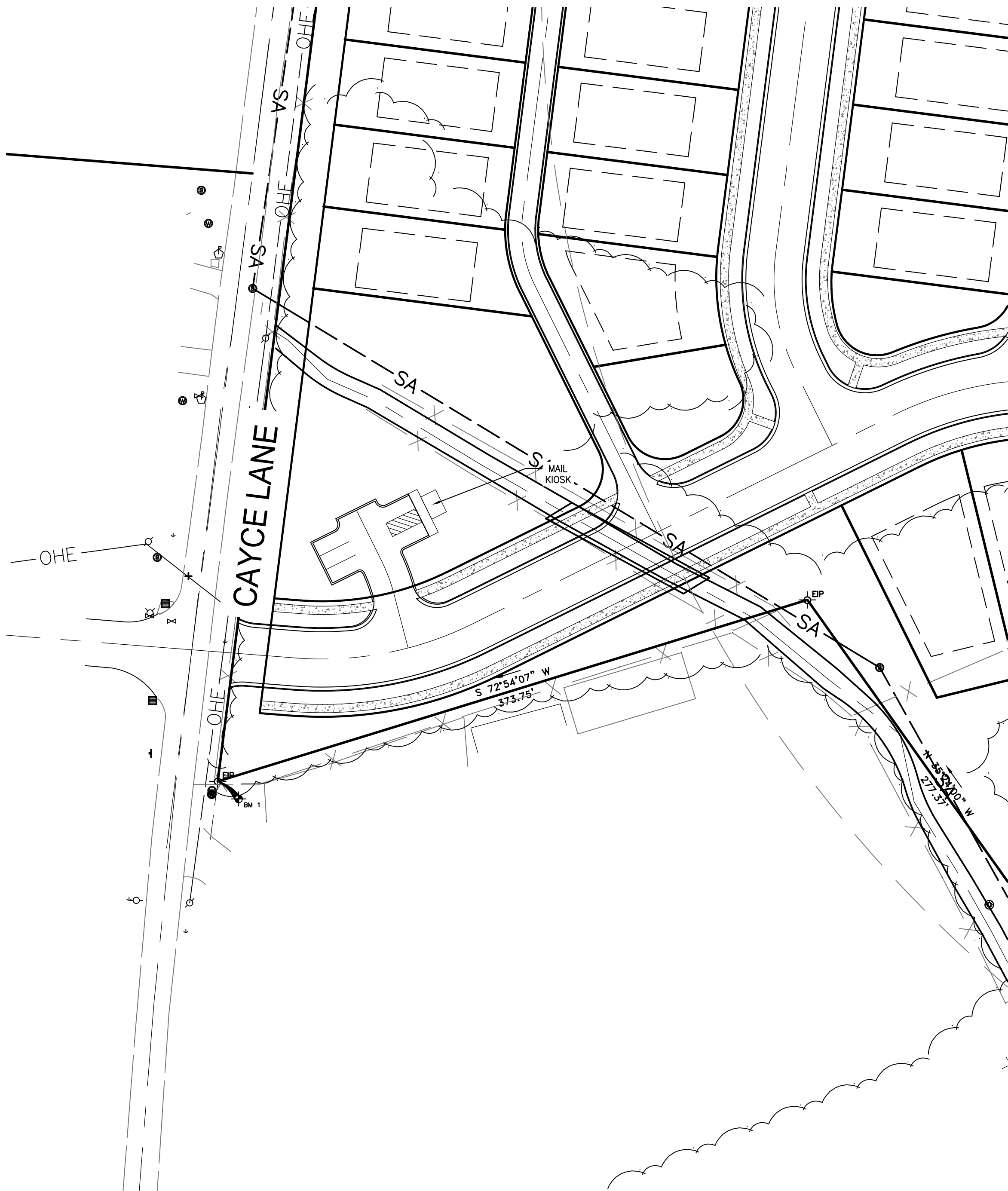
Should thermoplastic rumble strips and the clearing of vegetation not reduce the frequency of vehicle incidents on Cayce Lane within the two existing curves, the most effective way to reduce vehicle conflicts on this roadway segment would be to realign Cayce Lane to reduce the horizontal and vertical curvature between Eskew Drive and the proposed project site. This would require significant right-of-way acquisition and utility relocation, and so it would not be a low-cost modification. However, it would provide optimum safe and efficient operations on this corridor.

The potential realignment of Cayce Lane is not specifically warranted by the proposed residential project and should be considered even if the proposed project is not constructed.

INTERSECTION LAYOUT SHEET



NORTH INTERSECTION



SOUTH INTERSECTION

BENCHMARK
BENCHMARK #1
EXIST IRON PIN
ELEV = 691.10'
N = 464,418.94
E = 1,643,263.05
TN STATE PLANE
COORDINATE SYSTEM,
NAD 83 DATUM

WARNING! UTILITY LINES!

THE CONTRACTOR WILL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD AND UNDERGROUND UTILITY WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF OVERHEAD OR UNDERGROUND SERVICES, THE UTILITY COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN. A THOROUGH EXAMINATION OF THE OVERHEAD WIRES IN THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION. THE UNDERGROUND UTILITY LINES HAVE BEEN SHOWN AS BEST AS CAN BE DETERMINED AT THIS TIME FROM THE INFORMATION OBTAINED FROM THE SURVEY. THE CONTRACTOR SHALL CONTACT EACH OF THESE COMPANIES PRIOR TO BEGINNING CONSTRUCTION AND HAVE THEM DETERMINE THE EXACT LOCATION AND TYPE OF THEIR SERVICES.



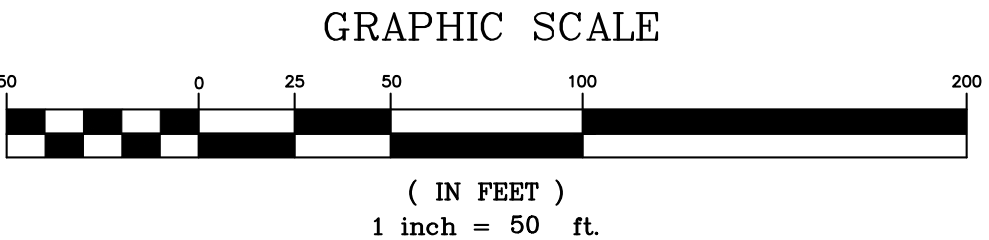
LEGEND	
WATER MAIN	EXISTING
SANITARY SEWER	PROPOSED
STORM SEWER	
OVERHEAD FENCE	
GAS	
DRAINAGE DITCH	
TREE PROTECTION FENCE	
UTILITY POLE	
IRON PIN SET	
EXISTING IRON PIN	
CONCRETE MONUMENT	
DECIDUOUS TREE	
GATE VALVE IN BOX	
LIGHT POLE	
BENCHMARK	
	TREE LINE
	STORM STRUCTURE LABEL
	ASPHALT
	CONCRETE
	# PARKING SPACES
	14

GEOTECHNICAL NOTE:
CONTRACTOR TO COMPLETE A GEOTECHNICAL STUDY CONDUCTED ON THIS SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE DESIGN FOR THE SITE IMPROVEMENTS SHOWN ON THIS PLAN HAVE RELIED ON GENERAL INFORMATION FROM FIELD REVIEW OF EXISTING TERRAIN. IF, IN THE PURSUIT OF THIS WORK BY THE CONTRACTOR, CONDITIONS OR CIRCUMSTANCES ARE ENCOUNTERED THAT ARE DIFFERENT THAN REFLECTED IN THESE PLANS OR THAT APPEAR TO IMPACT THE SCOPE OF THE WORK, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE CIVIL ENGINEER. THE GEOTECHNICAL ENGINEER AND THE OWNER/DEVELOPER, BEFORE ANY REMEDIAL COURSE OF ACTION OR DESIGN CHANGE IS INITIATED, ALL PARTIES TO THE PROCESS (OWNER, CIVIL ENGINEER, GEOTECHNICAL ENGINEER, AND CONTRACTOR) MUST BE IN AGREEMENT AND THE MAGNITUDE OF THE COST/TIME REQUIRED FOR THE MEASURES ESTABLISHED.

SITE BENCHMARK NOTE:
CONTRACTOR SHALL ESTABLISH A BENCHMARK PRIOR TO CONSTRUCTION. EXISTING BENCHMARK MUST BE RE-VERIFIED AND APPROVED BY THE ENGINEER/SURVEYOR PRIOR TO USE.

BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY:
 W.E.S. ENGINEERS AND SURVEYORS
2486 NASHVILLE HWY
COLUMBIA, TENNESSEE 38401
(931) 388-2329

FLOOD STUDY NOTE:
THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS (FIRM)s MAP NUMBER 47117C0280E DATED APRIL 16, 2007.



gerald@wesengineers.com
SUBMITTED FOR MUNICIPAL APPROVAL
NOT FOR CONSTRUCTION

© 2023

WESA ENGINEERS & SURVEYORS
CIVIL ENGINEERS & LAND SURVEYORS
2486 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE: (931) 388-2329
www.wesengineers.com

REVISIONS	DATE	CLIENT
		KCS PROPERTY, LLC
		1985 Ridgcrest Drive
		Columbia, TN 38401

CAYCE LANE
6216 CAYCE LANE
COLUMBIA, MAURY COUNTY, TENNESSEE
INTERSECTION PLAN

Job. no.	22569	Drawn: RP	Checked: GV	Approved: GV	Date: Nov. 21, 2022
Scale:	Vertical: 1"=50'	Horizontal: 1"=50'			
	MP-1				

**APPENDIX A
EXISTING TRAFFIC COUNTS AND SPEED DATA
RECENT CRASH DATA
BACKGROUND TRAFFIC COUNTS**

Type of report: Tube Count - Speed Data

LOCATION: Cayce Ln South of Wellington Dr SPECIFIC LOCATION: CITY/STATE: Columbia, TN															QC JOB #: 16146101 DIRECTION: NB, SB DATE: Apr 11 2023		
Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM																	
01:00 AM																	
02:00 AM																	
03:00 AM																	
04:00 AM																	
05:00 AM																	
06:00 AM																	
07:00 AM																	
08:00 AM																	
09:00 AM																	
10:00 AM	2	1	5	23	58	76	15	3	0	0	0	0	0	0	183	31-40	134
11:00 AM	2	0	2	21	77	72	19	4	2	0	0	0	0	0	199	31-40	149
12:00 PM	2	1	2	16	85	108	27	4	0	0	0	0	0	0	245	31-40	193
01:00 PM	3	2	2	23	85	84	39	5	0	0	0	0	0	0	243	31-40	169
02:00 PM	8	0	1	26	125	118	51	4	1	0	0	0	0	0	334	31-40	243
03:00 PM	5	0	2	29	121	138	47	6	0	0	0	0	0	0	348	31-40	259
04:00 PM	8	0	0	22	131	169	57	3	1	0	0	0	0	0	391	31-40	300
05:00 PM	6	0	0	19	100	200	49	6	2	0	0	0	0	0	382	31-40	300
06:00 PM	7	2	0	23	68	112	33	4	0	0	0	0	0	0	249	31-40	180
07:00 PM	4	0	4	19	85	79	11	1	0	0	0	0	0	0	203	31-40	164
08:00 PM	1	0	2	30	56	39	9	2	0	0	0	0	0	0	139	31-40	95
09:00 PM	0	0	1	15	27	32	8	1	0	0	0	0	0	0	84	31-40	59
10:00 PM	0	0	0	10	19	13	6	1	0	0	0	0	0	0	49	31-40	32
11:00 PM	0	0	1	2	4	6	3	0	0	0	0	0	0	0	16	31-40	10
Day Total	48	6	22	278	1041	1246	374	44	6	0	0	0	0	0	3065	31-40	2287
Percent	1.6%	0.2%	0.7%	9.1%	34%	40.7%	12.2%	1.4%	0.2%	0%	0%	0%	0%	0%			
AM Peak Volume	10:00 AM 2	10:00 AM 1	10:00 AM 5	10:00 AM 23	11:00 AM 77	10:00 AM 76	11:00 AM 19	11:00 AM 4	11:00 AM 2	10:00 AM 0	10:00 AM 0	10:00 AM 0	10:00 AM 0	10:00 AM 0	11:00 AM 199		
PM Peak Volume	2:00 PM 8	1:00 PM 2	7:00 PM 4	8:00 PM 30	4:00 PM 131	5:00 PM 200	4:00 PM 57	3:00 PM 6	5:00 PM 2	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	4:00 PM 391		
Comments:																	

Report generated on 4/17/2023 2:31 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Type of report: Tube Count - Speed Data

LOCATION: Cayce Ln South of Wellington Dr SPECIFIC LOCATION: CITY/STATE: Columbia, TN															QC JOB #: 16146101 DIRECTION: NB, SB DATE: Apr 12 2023		
Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	1	5	2	1	1	0	0	0	0	0	0	10	31-40	7
01:00 AM	0	0	1	3	6	4	0	0	0	0	0	0	0	0	14	31-40	10
02:00 AM	0	0	0	3	2	4	2	0	0	0	0	0	0	0	11	36-45	6
03:00 AM	0	0	1	4	6	4	3	0	0	0	0	0	0	0	18	28-37	10
04:00 AM	0	0	0	12	9	7	8	1	0	0	0	0	0	0	37	26-35	21
05:00 AM	0	0	2	21	21	20	14	4	0	0	0	0	0	0	82	26-35	42
06:00 AM	6	0	0	37	55	68	20	7	2	0	0	0	0	0	195	31-40	123
07:00 AM	12	0	3	46	114	155	51	5	1	0	0	0	1	0	388	31-40	269
08:00 AM	0	0	1	26	69	93	45	7	0	0	0	0	0	0	241	31-40	162
09:00 AM	4	0	0	15	56	67	26	2	0	0	0	0	0	0	170	31-40	123
10:00 AM	3	1	3	13	57	67	39	4	0	0	0	0	0	0	187	31-40	124
11:00 AM	3	0	2	13	56	67	24	2	0	0	0	0	0	0	167	31-40	123
12:00 PM	1	2	5	28	55	92	31	7	1	0	0	0	0	0	222	31-40	147
01:00 PM	2	0	5	18	84	114	36	8	1	1	0	0	0	0	269	31-40	198
02:00 PM	7	1	1	15	113	139	49	5	0	0	0	0	0	0	330	31-40	252
03:00 PM	10	0	0	22	121	189	41	6	1	0	0	0	0	0	390	31-40	310
04:00 PM	10	0	0	19	123	155	62	5	1	0	0	0	0	0	375	31-40	278
05:00 PM	9	0	1	18	77	171	77	6	0	0	0	0	0	0	359	35-44	248
06:00 PM	6	0	4	17	105	117	36	8	0	0	0	0	0	0	293	31-40	222
07:00 PM	7	0	0	25	88	67	21	1	1	0	0	0	0	0	210	31-40	155
08:00 PM	1	0	2	23	69	51	7	0	0	0	0	0	0	0	153	31-40	120
09:00 PM	2	0	0	13	42	35	7	1	1	0	0	0	0	0	101	31-40	77
10:00 PM	0	0	1	3	28	13	5	3	0	0	0	0	0	0	53	31-40	41
11:00 PM	0	0	2	4	11	9	3	0	0	0	0	0	0	0	29	31-40	20
Day Total	83	4	34	399	1372	1710	608	83	9	1	0	0	1	0	4304	31-40	3082
Percent	1.9%	0.1%	0.8%	9.3%	31.9%	39.7%	14.1%	1.9%	0.2%	0%	0%	0%	0%	0%			
AM Peak Volume	7:00 AM 12	10:00 AM 1	7:00 AM 3	7:00 AM 46	7:00 AM 114	7:00 AM 155	7:00 AM 51	6:00 AM 7	6:00 AM 2	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 1	12:00 AM 0	7:00 AM 388		
PM Peak Volume	3:00 PM 10	12:00 PM 2	12:00 PM 5	12:00 PM 28	4:00 PM 123	3:00 PM 189	5:00 PM 77	1:00 PM 8	12:00 PM 1	1:00 PM 1	12:00 PM 0	12:00 PM 0	12:00 PM 0	12:00 PM 0	3:00 PM 390		
Comments:																	

Report generated on 4/17/2023 2:31 PM

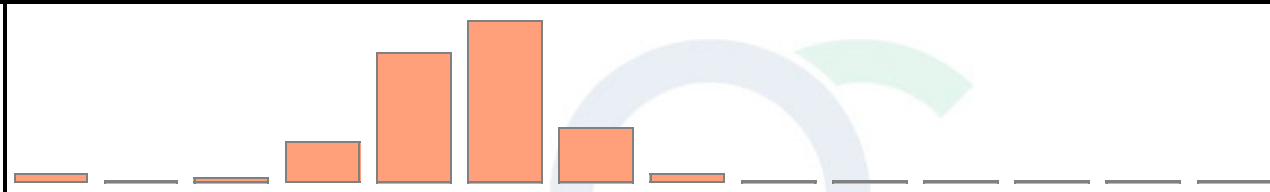
SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Type of report: Tube Count - Speed Data

LOCATION: Cayce Ln South of Wellington Dr															QC JOB #: 16146101		
SPECIFIC LOCATION:															DIRECTION: NB, SB		
CITY/STATE: Columbia, TN															DATE: Apr 13 2023		
Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	1	4	6	9	4	0	0	0	0	0	0	0	24	31-40	15
01:00 AM	0	0	1	5	4	10	2	0	0	0	0	0	0	0	22	31-40	14
02:00 AM	0	0	1	2	6	5	0	1	0	0	0	0	0	0	15	31-40	11
03:00 AM	0	0	0	4	3	6	2	0	0	0	0	0	0	0	15	31-40	9
04:00 AM	0	0	0	10	15	13	6	2	0	0	0	0	0	0	46	31-40	28
05:00 AM	0	0	4	11	23	22	13	1	0	0	0	0	0	0	74	31-40	45
06:00 AM	0	0	5	45	63	73	17	3	1	0	0	0	0	0	207	31-40	136
07:00 AM	11	0	4	61	120	167	35	4	0	0	0	0	0	0	402	31-40	287
08:00 AM	5	0	2	15	64	93	44	7	2	0	0	0	0	0	232	31-40	157
09:00 AM	1	0	3	12	45	79	33	9	3	0	0	0	0	0	185	31-40	124
10:00 AM																	
11:00 AM																	
12:00 PM																	
01:00 PM																	
02:00 PM																	
03:00 PM																	
04:00 PM																	
05:00 PM																	
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09:00 PM																	
10:00 PM																	
11:00 PM																	
Day Total	17	0	21	169	349	477	156	27	6	0	0	0	0	0	1222	31-40	826
Percent	1.4%	0%	1.7%	13.8%	28.6%	39%	12.8%	2.2%	0.5%	0%	0%	0%	0%	0%			
AM Peak Volume	7:00 AM 11	12:00 AM 0	6:00 AM 5	7:00 AM 61	7:00 AM 120	7:00 AM 167	8:00 AM 44	9:00 AM 9	9:00 AM 3	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	12:00 AM 0	7:00 AM 402		
PM Peak Volume																	
Comments:																	

Report generated on 4/17/2023 2:31 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

LOCATION: Cayce Ln South of Wellington Dr															QC JOB #: 16146101		
SPECIFIC LOCATION:															DIRECTION: NB, SB		
CITY/STATE: Columbia, TN															DATE: Apr 11 2023 - Apr 13 2023		
Speed Range	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	Pace Speed	Number in Pace
Grand Total	148	10	77	846	2762	3433	1138	154	21	1	0	0	1	0	8591	31-40	6195
Percent	1.7%	0.1%	0.9%	9.8%	32.1%	40%	13.2%	1.8%	0.2%	0%	0%	0%	0%	0%			
Cumulative Percent	1.7%	1.8%	2.7%	12.6%	44.7%	84.7%	97.9%	99.7%	100%	100%	100%	100%	100%	100%			
ADT 2863															85th Percentile: 40 MPH Mean Speed(Average): 35 MPH Median: 35 MPH Mode: 38 MPH		
Comments:																	

Report generated on 4/17/2023 2:31 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Quality Counts

DATA THAT DRIVES COMMUNITIES

Crashes on Cayce Ln. from SR 99 to RR Grade Crossing 350686D, Columbia, TN

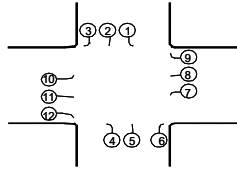
Source: TN Dept. of Safety & Homeland Security, TITAN Business Unit, 26 Apr 2023. (TITAN)

Distinct Count of MstrRecNo	Year	2018	2019	2020	2021	2022	2023	Grand Total
Crash Type								
Suspected Serious Injury		0	1	0	0	0	0	1
Suspected Minor Injury		4	3	3	0	0	0	10
Possible Injury		2	1	2	0	0	0	5
Property Damage		18	13	13	5	6	4	59
Property Damage Under		2	4	4	7	3	1	21
Grand Total		26	22	22	12	9	5	96

Source	QcMstr	RecNbr	T Collision	Dte	CollisionT	CrashType	CrashTypeCde	AgencyName	TDOTRoute	TDOTLogRdwryName	DistFromRef	MilesFct	Direction	IntersectRoadName	LatDecimal	LongDecimal	CollisionDte	(Year)	CollisionT	Collision	Collision
Roadway	In1031	46320	11/20/2021	07:48	Property Damage	Under	05	COLUMBIA POLICE DEPT		HAMPSHIRE PKE		0		N CAYCE LN	35.6188	-87.09527	2021		Qtr4	11 Nov	
TDOT	101883	965	1/11/2018	09:50	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.229 MAURY COUNTY PARK DR		0		CAYCE LN	35.60906	-87.09351	2018		Qtr1	1 Jan	
TDOT	101899	967	1/28/2018	05:50	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.828 CAYCE LN		762 Feet	South	HAMPSHIRE PKE	35.61671	-87.09513	2018		Qtr1	1 Jan	
TDOT	101901	093	1/29/2018	13:31	Suspected Minor Injury		03	COLUMBIA POLICE DEPT	03212	1.652 CAYCE LN		550 Feet	North	WELLINGTON DR	35.61414	-87.09511	2018		Qtr1	1 Jan	
TDOT	101903	854	2/1/2018	23:40	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.041 CAYCE LN		715 Feet	North	ROBERT RD	35.60636	-87.09388	2018		Qtr1	2 Feb	
TDOT	101929	234	2/28/2018	05:37	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.092 CAYCE LN		715 Feet	South	MAURY COUNTY PARK DR	35.6071	-87.09377	2018		Qtr1	2 Feb	
TDOT	101930	573	3/1/2018	14:10	Property Damage		05	COLUMBIA POLICE DEPT	S0909	14.6 CAYCE LN		0		HAMPSHIRE PKE	35.6188	-87.09527	2018		Qtr1	3 Mar	
TDOT	101941	1026	3/11/2018	13:55	Property Damage		05	COLUMBIA POLICE DEPT	S0909	14.6 CAYCE LN		0		HAMPSHIRE PKE	35.6188	-87.09527	2018		Qtr1	3 Mar	
TDOT	101976	6046	4/13/2018	08:14	Property Damage	Under	06	COLUMBIA POLICE DEPT	03212	1.936 CAYCE LN		187 Feet	South	HAMPSHIRE PKE	35.6183	-87.09516	2018		Qtr2	4 Apr	
TDOT	101990	241	4/26/2018	16:02	Property Damage	Under	06	COLUMBIA POLICE DEPT	03212	1.239 CAYCE LN		48 Feet	West	MAURY COUNTY PARK DR	35.60918	-87.09359	2018		Qtr2	4 Apr	
TDOT	102031	1835	6/3/2018	11:27	Suspected Minor Injury		03	COLUMBIA POLICE DEPT	03212	1.137 CAYCE LN		479 Feet	South	MAURY COUNTY PARK DR	35.60775	-87.09367	2018		Qtr2	6 Jun	
TDOT	102095	819	8/2/2018	16:49	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.925 CAYCE LN		247 Feet	South	N CAYCE LN	35.61813	-87.09515	2018		Qtr3	8 Aug	
TDOT	102095	850	8/2/2018	17:13	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.272 CAYCE LN		210 Feet	West	MAURY COUNTY PARK DR	35.60937	-87.09409	2018		Qtr3	8 Aug	
TDOT	102120	970	8/24/2018	19:00	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.952 CAYCE LN		102 Feet	South	N CAYCE LN	35.61853	-87.0952	2018		Qtr3	8 Aug	
TDOT	102126	6971	8/29/2018	12:35	Possible Injury		04	COLUMBIA POLICE DEPT	03212	1.224 CAYCE LN		21 Feet	South	MAURY COUNTY PARK DR	35.609	-87.09349	2018		Qtr3	8 Aug	
TDOT	102135	926	9/6/2018	15:49	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.354 CAYCE LN		316 Feet	East	ESKEW DR	35.60998	-87.0953	2018		Qtr3	9 Sep	
TDOT	102154	201	9/22/2018	17:16	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.278 CAYCE LN		236 Feet	West	MAURY COUNTY PARK DR	35.60939	-87.09419	2018		Qtr3	9 Sep	
TDOT	102155	271	9/23/2018	18:40	Possible Injury		04	COLUMBIA POLICE DEPT	03212	1.271 CAYCE LN		199 Feet	West	MAURY COUNTY PARK DR	35.60936	-87.09407	2018		Qtr3	9 Sep	
TDOT	102155	646	9/24/2018	08:20	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.297 CAYCE LN		330 Feet	West	MAURY COUNTY PARK DR	35.60946	-87.09451	2018		Qtr3	9 Sep	
TDOT	102164	532	10/2/2018	09:38	Property Damage		05	COLUMBIA POLICE DEPT	S0909	14.6 CAYCE LN		0		N CAYCE LN	35.6188	-87.09527	2018		Qtr4	10 Oct	
TDOT	102184	072	10/20/2018	01:35	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.218 CAYCE LN		55 Feet	South	MAURY COUNTY PARK DR	35.60891	-87.09349	2018		Qtr4	10 Oct	
TDOT	102190	939	10/26/2018	11:23	Suspected Minor Injury		03	COLUMBIA POLICE DEPT	03212	1.222 CAYCE LN		36 Feet	South	MAURY COUNTY PARK DR	35.60896	-87.09348	2018		Qtr4	10 Oct	
TDOT	102199	056	11/1/2018	12:24	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.204 CAYCE LN		128 Feet	South	MAURY COUNTY PARK DR	35.60871	-87.09356	2018		Qtr4	11 Nov	
TDOT	102210	967	11/14/2018	12:26	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.229 MAURY COUNTY PARK DR		0		CAYCE LN	35.60906	-87.09351	2018		Qtr4	11 Nov	
TDOT	102227	983	11/29/2018	10:04	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.224 CAYCE LN		19 Feet	South	MAURY COUNTY PARK DR	35.609	-87.09349	2018		Qtr4	11 Nov	
TDOT	102228	250	11/29/2018	11:23	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.229 MAURY COUNTY PARK DR		0		CAYCE LN	35.60906	-87.09351	2018		Qtr4	11 Nov	
TDOT	102244	283	12/12/2018	17:18	Suspected Minor Injury		03	COLUMBIA POLICE DEPT	S0909	14.6 HAMPSHIRE PKE		0 Feet		N CAYCE LN	35.6188	-87.09527	2018		Qtr4	12 Dec	
TDOT	102280	000	1/17/2019	15:45	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.288 CAYCE LN		282 Feet	West	MAURY COUNTY PARK DR	35.60942	-87.09436	2019		Qtr1	1 Jan	
TDOT	102281	725	1/19/2019	11:45	Property Damage	Under	06	COLUMBIA POLICE DEPT	03212	1.925 CAYCE LN		246 Feet	South	N CAYCE LN	35.61814	-87.09515	2019		Qtr1	1 Jan	
TDOT	102354	524	4/8/2019	16:19	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.229 MAURY COUNTY PARK DR		4 Feet	East	CAYCE LN	35.60906	-87.09349	2019		Qtr2	4 Apr	
TDOT	102358	234	4/12/2019	08:49	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.234 CAYCE LN		29 Feet	North	MAURY COUNTY PARK DR	35.60913	-87.09355	2019		Qtr2	4 Apr	
TDOT	102379	981	5/4/2019	10:55	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.229 MAURY COUNTY PARK DR		0		CAYCE LN	35.60906	-87.09351	2019		Qtr2	5 May	
TDOT	102411	1490	6/6/2019	12:52	Property Damage		05	COLUMBIA POLICE DEPT	S0909	14.6 HAMPSHIRE PKE		0		CAYCE LN	35.6188	-87.09527	2019		Qtr2	6 Jun	
TDOT	102411	1491	6/6/2019	13:19	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.934 CAYCE LN		201 Feet	South	N CAYCE LN	35.61826	-87.09516	2019		Qtr2	6 Jun	
TDOT	102433	964	7/1/2019	13:57	Property Damage		05	COLUMBIA POLICE DEPT	S0909	14.6 CAYCE LN		0 Feet		N CAYCE LN	35.6188	-87.09527	2019		Qtr3	7 Jul	
TDOT	102447	863	7/15/2019	07:58	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.201 CAYCE LN		148 Feet	South	MAURY COUNTY PARK DR	35.60865	-87.09347	2019		Qtr3	7 Jul	
TDOT	102450	932	7/18/2019	13:22	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.229 MAURY COUNTY PARK DR		0		CAYCE LN	35.60906	-87.09351	2019		Qtr3	7 Jul	
TDOT	102457	423	7/24/2019	16:24	Suspected Minor Injury		03	COLUMBIA POLICE DEPT	03212	1.417 CAYCE LN		0		ESKEW DR	35.61081	-87.09567	2019		Qtr3	7 Jul	
TDOT	102481	722	8/19/2019	00:32	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.8 CAYCE LN		913 Feet	South	N CAYCE LN	35.6163	-87.09514	2019		Qtr3	8 Aug	
TDOT	102509	70	9/15/2019	05:53	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.184 CAYCE LN		232 Feet	South	MAURY COUNTY PARK DR	35.60842	-87.09356	2019		Qtr3	9 Sep	
TDOT	102512	033	9/17/2019	12:50	Possible Injury		04	COLUMBIA POLICE DEPT	03212	1.417 CAYCE LN		0		ESKEW DR	35.61081	-87.09567	2019		Qtr3	9 Sep	
TDOT	102548	508	10/25/2019	12:39	Property Damage	Under	06	COLUMBIA POLICE DEPT	03212	1.205 CAYCE LN		121 Feet	South	MAURY COUNTY PARK DR	35.60872	-87.09351	2019		Qtr4	10 Oct	
TDOT	102552	993	10/30/2019	09:10	Property Damage	Under	06	COLUMBIA POLICE DEPT	03212	1.923 CAYCE LN		260 Feet	South	HAMPSHIRE PKE	35.6181	-87.09515	2019		Qtr4	10 Oct	
TDOT	102560	529	11/7/2019	07:55	Suspected Minor Injury		03	COLUMBIA POLICE DEPT	03212	1.259 CAYCE LN		140 Feet	West	MAURY COUNTY PARK DR	35.60931	-87.09386	2019		Qtr4	11 Nov	
TDOT	102560	849	11/7/2019	10:05	Suspected Minor Injury		03	COLUMBIA POLICE DEPT	03212	1.24 CAYCE LN		58 Feet	North	MAURY COUNTY PARK DR	35.60919	-87.09361	2019		Qtr4	11 Nov	
TDOT	102565	679	11/11/2019	15:16	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.264 CAYCE LN		167 Feet	West	MAURY COUNTY PARK DR	35.60934	-87.09395	2019		Qtr4	11 Nov	
TDOT	102578	134	11/24/2019	15:30	Property Damage	Under	06	COLUMBIA POLICE DEPT	03212	1.599 CAYCE LN		300 Feet	North	WELLINGTON DR	35.61336	-87.09519	2019		Qtr4	11 Nov	
TDOT	102582	051	11/24/2019	15:28	Suspected Serious Injury		02	COLUMBIA POLICE DEPT	08416	0.557 WELLINGTON DR		22 Feet	West	CAYCE LN	35.61257	-87.0955	2019		Qtr4	11 Nov	
TDOT	102609	499	12/28/2019	08:07	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.229 MAURY COUNTY PARK DR		0		CAYCE LN	35.60906	-87.09351	2019		Qtr4	12 Dec	
TDOT	102624	375	1/14/2020	11:05	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.211 CAYCE LN		92 Feet	South	MAURY COUNTY PARK DR	35.6088	-87.09349	2020		Qtr1	1 Jan	
TDOT	102627	7904	1/18/2020	09:24	Possible Injury		04	COLUMBIA POLICE DEPT	03212	1.227 MAURY COUNTY PARK DR		36 Feet	East	CAYCE LN	35.60905	-87.09338	2020		Qtr1	1 Jan	
TDOT	102643	550	2/4/2020	13:37	Suspected Minor Injury		03	COLUMBIA POLICE DEPT	03212	1.942 CAYCE LN		151 Feet	South	N CAYCE LN	35.61839	-87.09517	2020		Qtr1	2 Feb	
TDOT	102650	0250	2/12/2020	15:20	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.25 CAYCE LN		114 Feet	North	MAURY COUNTY PARK DR	35.60927	-87.09373	2020		Qtr1	2 Feb	
TDOT	102696	560	4/23/2020	17:18	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.179 CAYCE LN		259 Feet	South	MAURY COUNTY PARK DR	35.60834	-87.09357	2020		Qtr2	4 Apr	
TDOT	102698	582	5/1/2020	22:37	Property Damage	Under	06	COLUMBIA POLICE DEPT	03212	1.417 CAYCE LN		0		ESKEW DR	35.6108	-87.09566	2020		Qtr2	5 May	
TDOT	102699	9370	5/3/2020	23:55	Property Damage	Under	06	COLUMBIA POLICE DEPT	03212	1.198 CAYCE LN		158 Feet	South	MAURY COUNTY PARK DR	35.60862	-87.09352	2020		Qtr2	5 May	
TDOT	102705	803	5/1/2020	16:00	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.543 CAYCE LN		2 Feet	North	WELLINGTON DR	35.61257	-87.09543	2020		Qtr2	5 May	
TDOT	102733	643	6/26/2020	20:53	Suspected Minor Injury		03	COLUMBIA POLICE DEPT	03212	1.171 CAYCE LN		0			35.60821	-87.09336	2020		Qtr2	6 Jun	
TDOT	102737	7845	7/2/2020	17:07	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.417 CAYCE LN		0		ESKEW DR	35.61081	-87.09567	2020		Qtr3	7 Jul	
TDOT	102743	3562	7/17/2020	07:13	Possible Injury		04	COLUMBIA POLICE DEPT	S0909	14.6 HAMPSHIRE PKE		0		N CAYCE LN	35.6188	-87.09527	2020		Qtr3	7 Jul	
TDOT	102753	289	8/3/2020	18:22	Property Damage		05	COLUMBIA POLICE DEPT	03212	0.978 CAYCE LN		385 Feet	North	ROBERT RD	35.60546	-87.094	2020		Qtr3	8 Aug	
TDOT	102760	220	8/14/2020	13:32	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.229 MAURY COUNTY PARK DR		0		CAYCE LN	35.60906	-87.09351	2020		Qtr3	8 Aug	
TDOT	102770	216	8/28/2020	09:45	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.21 CAYCE LN		84 Feet	South	MAURY COUNTY PARK DR	35.60883	-87.09349	2020		Qtr3	8 Aug	
TDOT	102784	143	9/12/2020	18:12	Property Damage		05	COLUMBIA POLICE DEPT	03212	1.19 CAYCE LN		187 Feet	South	MAURY COUNTY PARK DR	35.60854	-87.09353					

TDOT	103085201	9/9/2021 07:00	Property Damage Under	06	COLUMBIA POLICE DEPT	SR099	14.605 HAMPSHIRE PKE	35 Feet	East	N CAYCE LN	35.61881	-87.09515 2021	Qtr3	9 Sep
TDOT	103122955	10/25/2021 07:04	Property Damage	05	COLUMBIA POLICE DEPT	03212	1.964 CAYCE LN	38 Feet	South	HAMPSHIRE PKE	35.6187	-87.09524 2021	Qtr4	10 Oct
TDOT	103131373	11/3/2021 15:47	Property Damage Under	06	COLUMBIA POLICE DEPT	03212	1.501 CAYCE LN	210 Feet	South	WELLINGTON DR	35.612	-87.09557 2021	Qtr4	11 Nov
TDOT	103147676	11/21/2021 17:52	Property Damage Under	06	COLUMBIA POLICE DEPT	03212	1.954 CAYCE LN	88 Feet	South	HAMPSHIRE PKE	35.61856	-87.09521 2021	Qtr4	11 Nov
TDOT	103171323	12/17/2021 12:33	Property Damage	05	COLUMBIA POLICE DEPT	03212	1.228 CAYCE LN	805 Feet	East	MIMI CT	35.60905	-87.09349 2021	Qtr4	12 Dec
TDOT	103179171	12/27/2021 20:01	Property Damage	05	COLUMBIA POLICE DEPT	SR099	14.6 HAMPSHIRE PKE	0		N CAYCE LN	35.6188	-87.09527 2021	Qtr4	12 Dec
TDOT	103205843	1/31/2022 19:00	Property Damage	05	COLUMBIA POLICE DEPT	SR099	14.6 HAMPSHIRE PKE	0 Feet		N CAYCE LN	35.6188	-87.09527 2022	Qtr1	1 Jan
TDOT	103220074	2/17/2022 11:08	Property Damage Under	06	COLUMBIA POLICE DEPT	03212	1.229 MAURY COUNTY PARK DR	0		CAYCE LN	35.60906	-87.09351 2022	Qtr1	2 Feb
TDOT	103246161	3/16/2022 19:38	Property Damage	05	COLUMBIA POLICE DEPT	03212	1.764 CAYCE LN	0			35.61578	-87.09513 2022	Qtr1	3 Mar
TDOT	103249413	3/20/2022 24:00	Property Damage	05	COLUMBIA POLICE DEPT	SR099	14.6 CAYCE LN	0		HAMPSHIRE PKE	35.6188	-87.09527 2022	Qtr1	3 Mar
TDOT	103456255	10/22/2022 09:03	Property Damage	05	COLUMBIA POLICE DEPT	03212	0.906 CAYCE LN	0		ROBERT RD	35.60441	-87.09416 2022	Qtr4	10 Oct
TDOT	103470278	11/6/2022 06:20	Property Damage	05	COLUMBIA POLICE DEPT	03212	1.345 CAYCE LN	0			35.60996	-87.09508 2022	Qtr4	11 Nov
TDOT	103501343	12/5/2022 14:00	Property Damage	05	COLUMBIA POLICE DEPT	03212	1.312 CAYCE LN	412 Feet	West	MAURY COUNTY PARK DR	35.60955	-87.09476 2022	Qtr4	12 Dec
TDOT	103512507	12/16/2022 07:27	Property Damage Under	06	COLUMBIA POLICE DEPT	0A974	0.611 ESKEW DR	25 Feet	West	CAYCE LN	35.61077	-87.09573 2022	Qtr4	12 Dec
TDOT	103515510	12/19/2022 06:34	Property Damage Under	06	COLUMBIA POLICE DEPT	03212	1.534 CAYCE LN	46 Feet	South	WELLINGTON DR	35.61244	-87.09546 2022	Qtr4	12 Dec
TDOT	103547176	1/20/2023 17:13	Property Damage	05	COLUMBIA POLICE DEPT	03212	1.304 CAYCE LN	0			35.60949	-87.09463 2023	Qtr1	1 Jan
TDOT	103548307	1/21/2023 22:16	Property Damage	05	COLUMBIA POLICE DEPT	03212	0.898 CAYCE LN	38 Feet	South	ROBERT RD	35.6043	-87.09417 2023	Qtr1	1 Jan
TDOT	103551141	1/25/2023 07:21	Property Damage	05	COLUMBIA POLICE DEPT	03212	1.71 CAYCE LN	0			35.61499	-87.09513 2023	Qtr1	1 Jan
TDOT	103571615	2/17/2023 13:55	Property Damage Under	06	COLUMBIA POLICE DEPT	SR099	14.6 HAMPSHIRE PKE	0		N CAYCE LN	35.6188	-87.09527 2023	Qtr1	2 Feb
TDOT	103588117	3/6/2023 15:55	Property Damage	05	COLUMBIA POLICE DEPT	03212	1.33 CAYCE LN	343 Feet	East	MIMI CT	35.60971	-87.09503 2023	Qtr1	3 Mar

INTERSECTION TRAFFIC VOLUME COUNTS

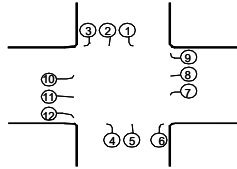


LOCATION: Hampshire Pike and Cayce Lane
DATE: 28-Mar-23 Tue
RECORDER: Burns
NOTES: signalized

LOCATION	S/B Cayce Lane			N/B Cayce Lane			W/B Hampshire Pike			E/B Hampshire Pike		
TIME	1	2	3	4	5	6	7	8	9	10	11	12
6:00-6:15	2	5	1	6	18	5	1	17	1	3	33	5
6:15-6:30	9	9	6	7	26	5	5	28	4	1	50	3
6:30-6:45	3	14	4	1	16	15	2	30	4	1	87	5
6:45-7:00	4	16	10	9	13	27	5	28	1	3	83	6
7:00-7:15	6	11	11	12	20	24	12	47	3	5	111	19
7:15-7:30	28	11	11	11	23	45	10	61	1	2	119	11
7:30-7:45	21	11	20	22	22	33	22	83	7	3	113	21
7:45-8:00	11	12	28	18	20	5	18	71	5	3	101	23
8:00-8:15	5	16	14	9	12	13	5	47	3	2	84	11
8:15-8:30	2	13	7	12	11	11	9	42	3	4	79	6
8:30-8:45	6	7	16	4	14	15	6	59	2	3	83	11
8:45-9:00	5	14	11	12	13	12	5	39	1	1	84	8
9:00-9:15	4	13	11	10	11	11	4	41	1	2	79	8
9:15-9:30	3	11	11	8	9	10	4	44	1	2	75	7
9:30-9:45	3	10	11	6	8	8	3	46	1	3	70	7
9:45-10:00	2	8	11	4	6	7	3	49	1	3	66	6
10:00-10:15	1	7	11	2	4	6	2	51	1	4	61	6
10:15-10:30	1	5	4	8	10	7	11	56	1	2	65	4
10:30-10:45	9	13	10	7	11	2	11	73	1	5	73	8
10:45-11:00	5	5	16	11	10	9	10	77	3	14	96	7
11:00-11:15	5	10	6	6	11	11	14	63	5	4	66	11
11:15-11:30	5	7	3	6	8	6	5	62	1	10	105	4
11:30-11:45	2	12		10	7	9	17	61	2	4	70	6
11:45-12:00	3	5	2	13	11	16	8	71	3	6	63	10
12:00-12:15	4	14	5	19	14	9	9	65	3	10	103	19
12:15-12:30	4	7	10	12	22	6	9	73	2	15	89	16
12:30-12:45	5	8	10	14	6	8	9	79	3	7	106	7
12:45-1:00	6	8	17	19	14	9	6	77	5	5	72	6
1:00-1:15	6	10	14	17	14	9	7	79	4	6	75	7
1:15-1:30	5	12	12	16	13	9	8	81	3	7	78	8
1:30-1:45	5	13	9	14	13	9	10	82	3	8	82	9
1:45-2:00	4	15	7	13	12	9	11	84	2	9	85	10
2:00-2:15	4	17	4	11	12	9	12	86	1	10	88	11
2:15-2:30	5	14	7	10	18	15	7	81	1	26	100	16
2:30-2:45	8	15	5	12	11	24	11	82	3	10	88	14
2:45-3:00	4	14	7	17	25	15	31	113	2	9	63	15
3:00-3:15	8	18	2	22	27	17	22	102	1	10	80	17
3:15-3:30	7	15	6	11	20	8	23	91	7	9	73	21
3:30-3:45	8	18	5	14	20	8	24	99	5	8	80	20
3:45-4:00	8	21	5	18	19	7	25	107	3	7	86	19
4:00-4:15	9	24	4	21	19	7	26	115	1	6	93	18
4:15-4:30	6	27	9	10	20	18	15	99	3	14	86	11
4:30-4:45	6	19	7	20	15	18	13	130	5	17	89	15
4:45-5:00	9	23	15	11	24	14	15	118	3	10	80	11
5:00-5:15	7	23	11	13	13	14	28	115	4	18	105	7
5:15-5:30	8	22	1	12	21	18	19	111	1	8	85	11
5:30-5:45	3	17	7	16	10	18	15	102	3	8	82	11
5:45-6:00	9	19	5	14	13	16	15	68	2	5	76	8
6:00-6:15	6	13	5	11	12	21	13	89	5	3	83	11
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6:45-7:00	2	17	3	4	14	14	12	68		5	44	9
TOTAL	309	700	431	603	758	675	622	3,808	139	346	4,233	554
AM PK HR	66	45	70	63	85	107	62	262	16	13	444	74
PM PK HR	28	92	42	54	72	64	71	462	15	59	360	44

637 97
821 153
1,001 182
1,197 205
1,307 281
1,247 333
1,113 378
961 315
851 221
825 199
811 226
761 205
722 195
683 185
672 176
719 166
816 156
872 174
920 223
897 263
845 212
907 222
950 200
1,012 211
1,045 274
1,019 265
1,006 262
1,001 244
1,018 248
1,035 252
1,083 257
1,109 261
1,163 265
1,224 300
1,215 283
1,240 315
1,251 326
1,268 291
1,295 308
1,341 326
1,348 343
1,363 318
1,362 354
1,300 333
1,217 358
1,131 317
1,065 292
1,016 250
958 272
251
243
192
7:00-8:00 0.86
4:15-5:15 0.95

INTERSECTION TRAFFIC VOLUME COUNTS



LOCATION: Cayce Lane and Eskew Drive
DATE: 29-Mar-23 Wed
RECORDER: Burns
NOTES: unsignalized

LOCATION	S/B Cayce Lane			N/B Cayce Lane			W/B			E/B Eskew Drive		
TIME	1	2	3	4	5	6	7	8	9	10	11	12
6:00-6:15		4	1		7					12		
6:15-6:30		8	3		14					18		
6:30-6:45		15	4		20					4		
6:45-7:00		27	4		17					24		
7:00-7:15		20	7		42					15		
7:15-7:30		32	5		45					22		1
7:30-7:45		40	11		30					18		
7:45-8:00		45	9	1	33					7		
8:00-8:15		19	1		18					5		1
8:15-8:30		22	4	1	14					8		
8:30-8:45		18	6		18					4		
8:45-9:00		20	8		21					5		
9:00-9:15		18	7		19					5		
9:15-9:30		16	7		17					4		
9:30-9:45		14	6		14					4		
9:45-10:00		12	6		12					3		
10:00-10:15		10	5		10					3		
10:15-10:30		17	6		20					9		
10:30-10:45		24	5	1	22					5		
10:45-11:00		20	9	1	17					11		
11:00-11:15		30	4		15					4		
11:15-11:30		13	4	1	25					9		
11:30-11:45		24	10	1	18					8		
11:45-12:00		13	9		13					4		
12:00-12:15		24	6		25					7		
12:15-12:30		18	7		19					9		1
12:30-12:45		34	3		26					10		1
12:45-1:00		15	6	2	25					10		1
1:00-1:15		17	6	2	26					9		1
1:15-1:30		20	7	1	27					9		1
1:30-1:45		22	7	1	27					8		2
1:45-2:00		25	8		28					8		2
2:00-2:15		27	8		29					7		2
2:15-2:30		25	5		32					10		
2:30-2:45		34	10	1	39					7		
2:45-3:00		47	16	2	47					8		
3:00-3:15		42	16	2	43					7		
3:15-3:30		36	17	1	39					5		1
3:30-3:45		31	17	1	35					4		1
3:45-4:00		38	20	1	40					14		
4:00-4:15		21	11	1	31					9		
4:15-4:30		78	21		35					7		1
4:30-4:45		71	16		32					8		
4:45-5:00		43	14		37					10		
5:00-5:15		45	25		38					13		1
5:15-5:30		47	11	1	51					4		
5:30-5:45		43	16		25					11		
5:45-6:00		41	13	2	27					8		
6:00-6:15		31	11		20					7		
6:15-6:30		29	8	1	32					11		
6:30-6:45		18	17	1	29					8		
6:45-7:00		19	10	1	39					7		
TOTAL		1,422	473	27	1,384					446		17
AM PK HR		137	32	1	150					62		1
PM PK HR		237	76		142					38		2

182 24
242 43
304 43
360 72
383 84
343 105
287 99
234 95
193 44
198 49
193 46
185 54
164 49
143 44
151 38
170 33
195 28
220 52
220 57
224 58
205 53
214 52
216 61
229 39
249 62
248 54
259 74
252 59
264 61
276 65
283 67
307 71
356 73
393 72
420 91
418 120
411 110
374 99
417 89
455 113
446 73
495 142
467 127
435 104
422 122
369 114
336 95
314 91
299 69
81
73
76
7:00-8:00 0.91
4:15-5:15 0.87



Traffic Impact Study

Trotwood & Foster Subdivision

January 2023

FOR SUBMITTAL TO:

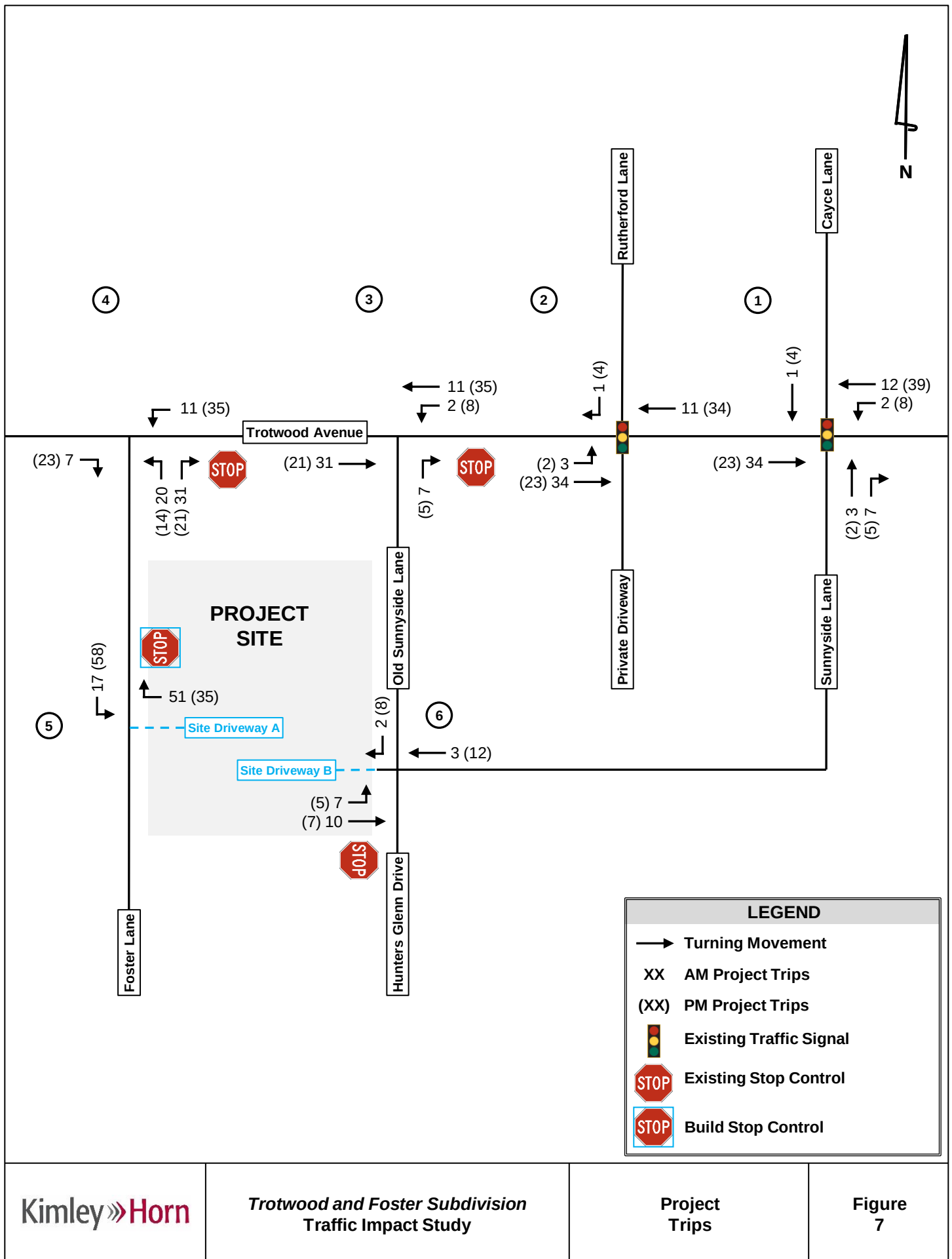
City of Columbia, Tennessee

PREPARED FOR:

NoMau Partners

Kimley»Horn



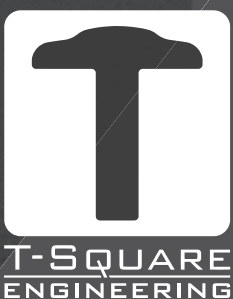


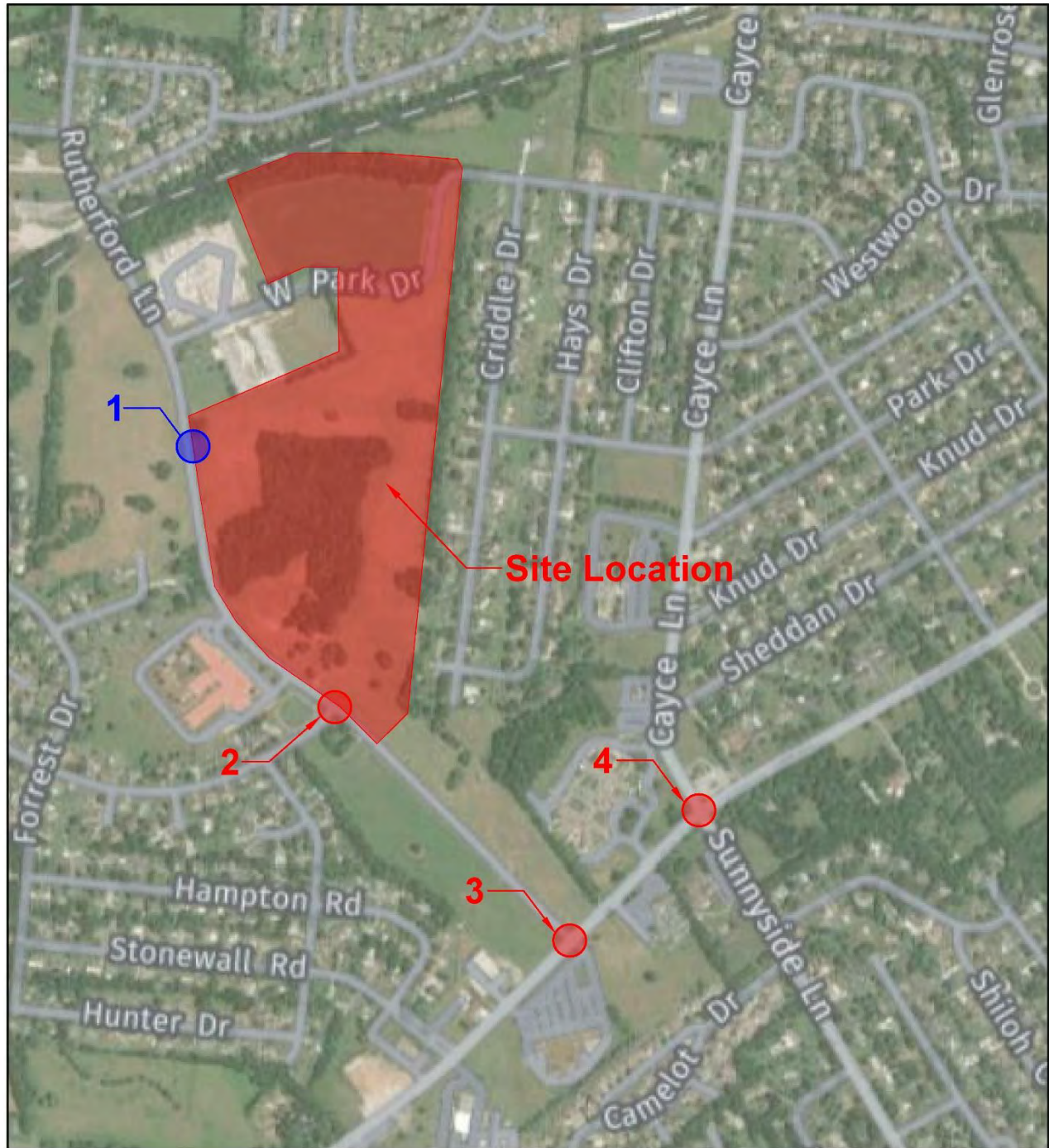
TRAFFIC IMPACT STUDY

Crichton Property
Development

Map 112 Parcel 003.00
Columbia, TN

T2-Eng.com

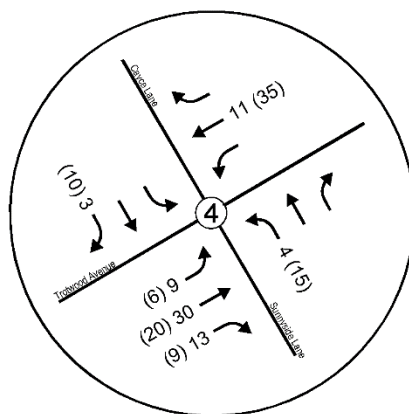
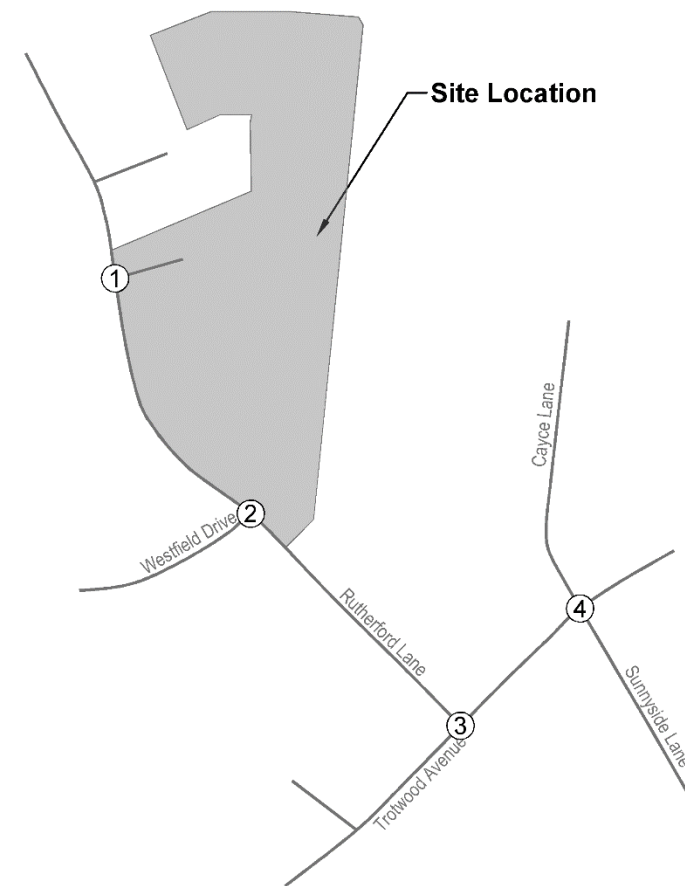
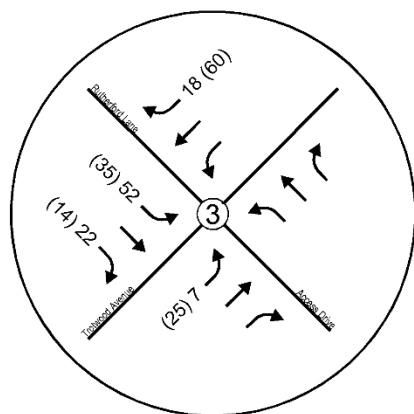
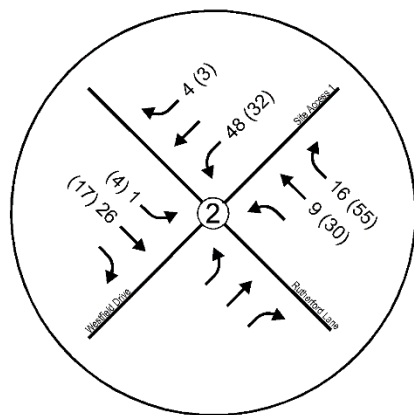
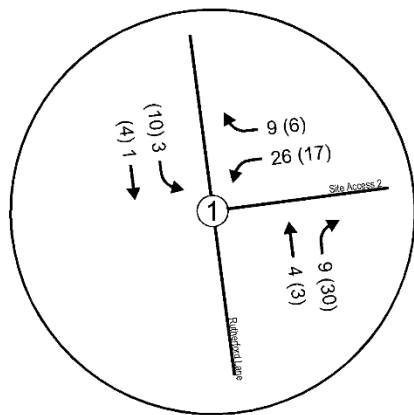




LEGEND	
●	Existing Study Intersection
●	Proposed Study Intersection



Figure 1
Location Map



LEGEND
 XXX - AM Peak Hour Traffic Volumes
 (XXX) - PM Peak Hour Traffic Volumes



Figure 8
 Assignment of Generated Peak Hour Traffic Volumes

F i s c h b a c h
Transportation Group, LLC
Traffic Engineering and Planning

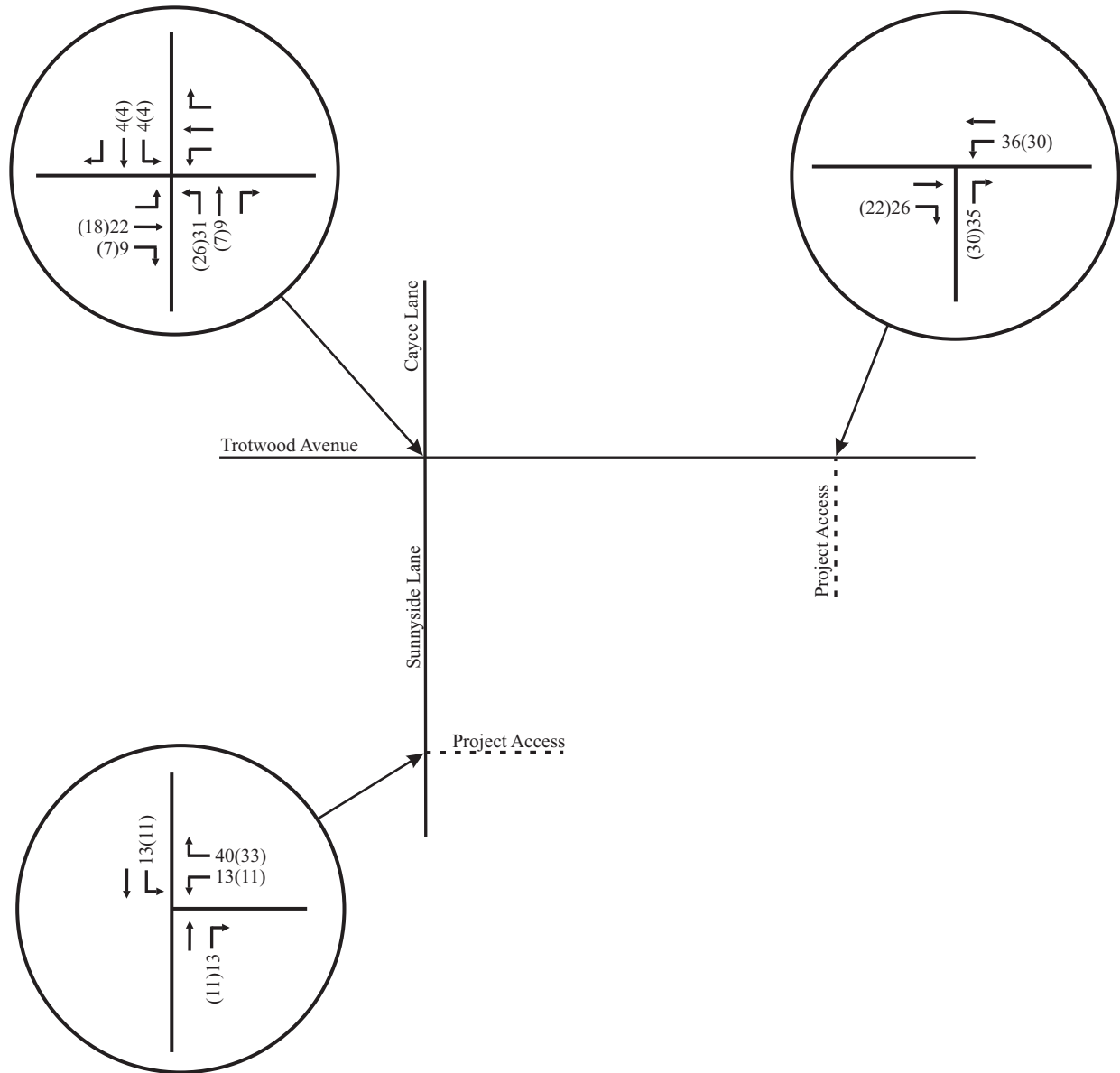
Traffic Impact Study

Highland Convenience Market
Trotwood Avenue and Sunnyside Lane
Columbia, TN

Prepared April 2022
(Revised June 2022)
For WES Engineers & Surveyors

FTG, LLC
P.O. Box 682736
Franklin, TN 37068
(615) 771-8022 phone
Gillian@FTGtraffic.com

F i s c h b a c h
Transportation Group, LLC
 Traffic Engineering and Planning

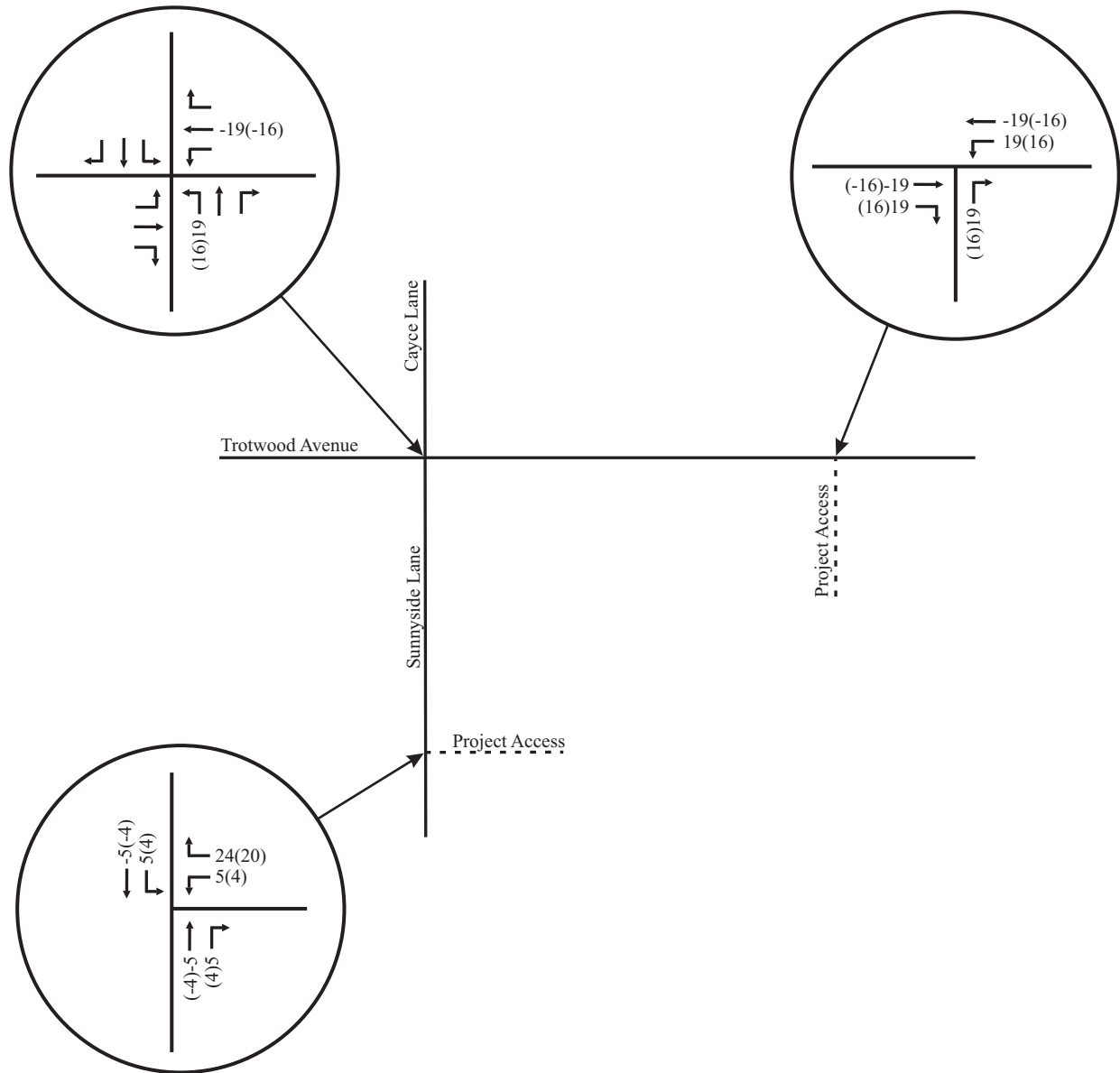


No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 7A.
PRIMARY Peak Hour Traffic Volumes
Generated by the Proposed Project

F i s c h b a c h
 Transportation Group, LLC
 Traffic Engineering and Planning



No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 7B.
PASS-BY Peak Hour Traffic Volumes
Generated by the Proposed Project

TRAFFIC IMPACT STUDY

The Highlands Development
Tax Map 077, Parcel 1.00, 1.06, 1.08, 1.09
Columbia, TN

Prepared for:

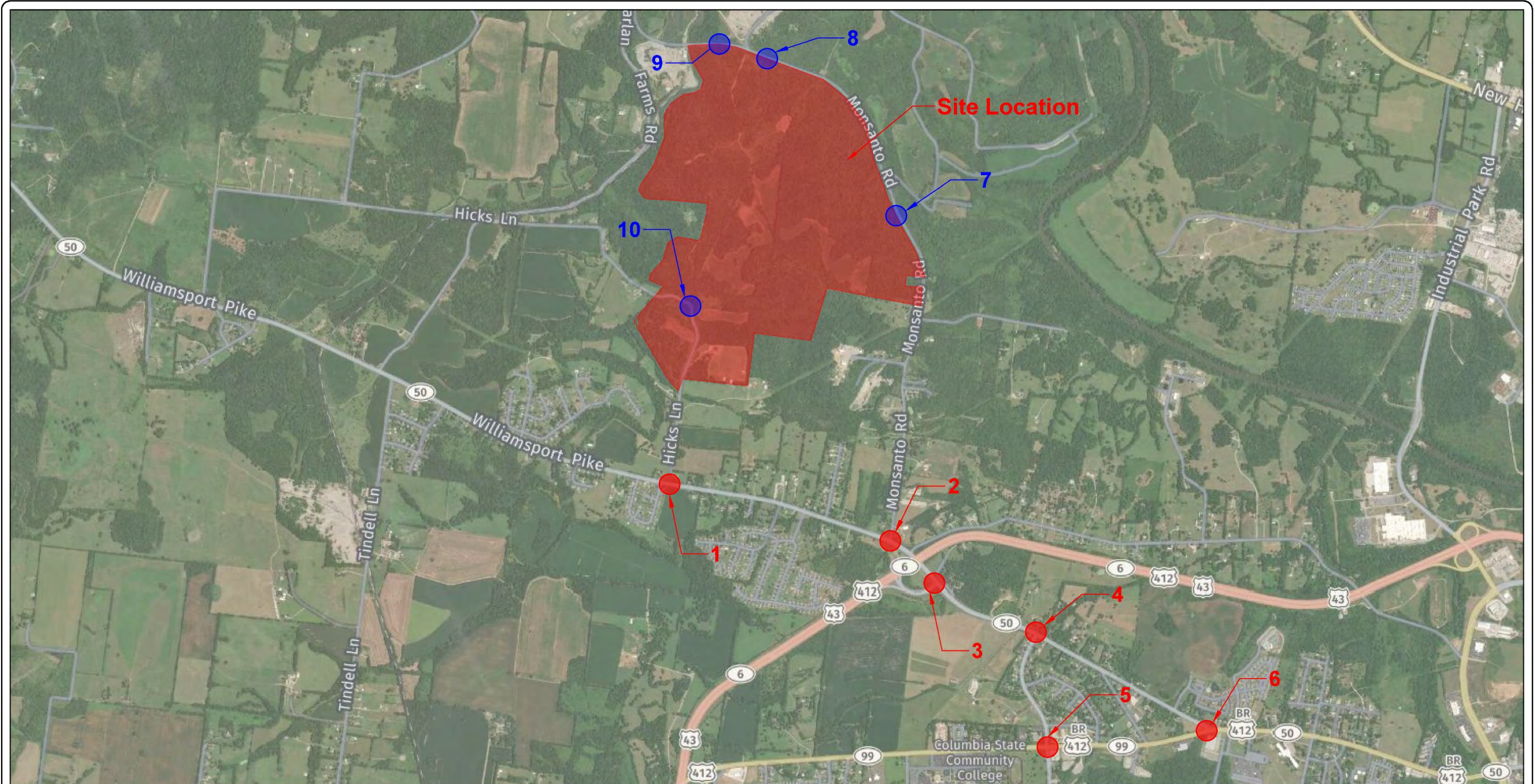
Joey Smith
3010 Jubilee Ridge Road
Franklin, TN 37064

Prepared by:



T-SQUARE ENGINEERING

701 West Main Street
Franklin, TN 37064
615.678.8212
www.T2-eng.com

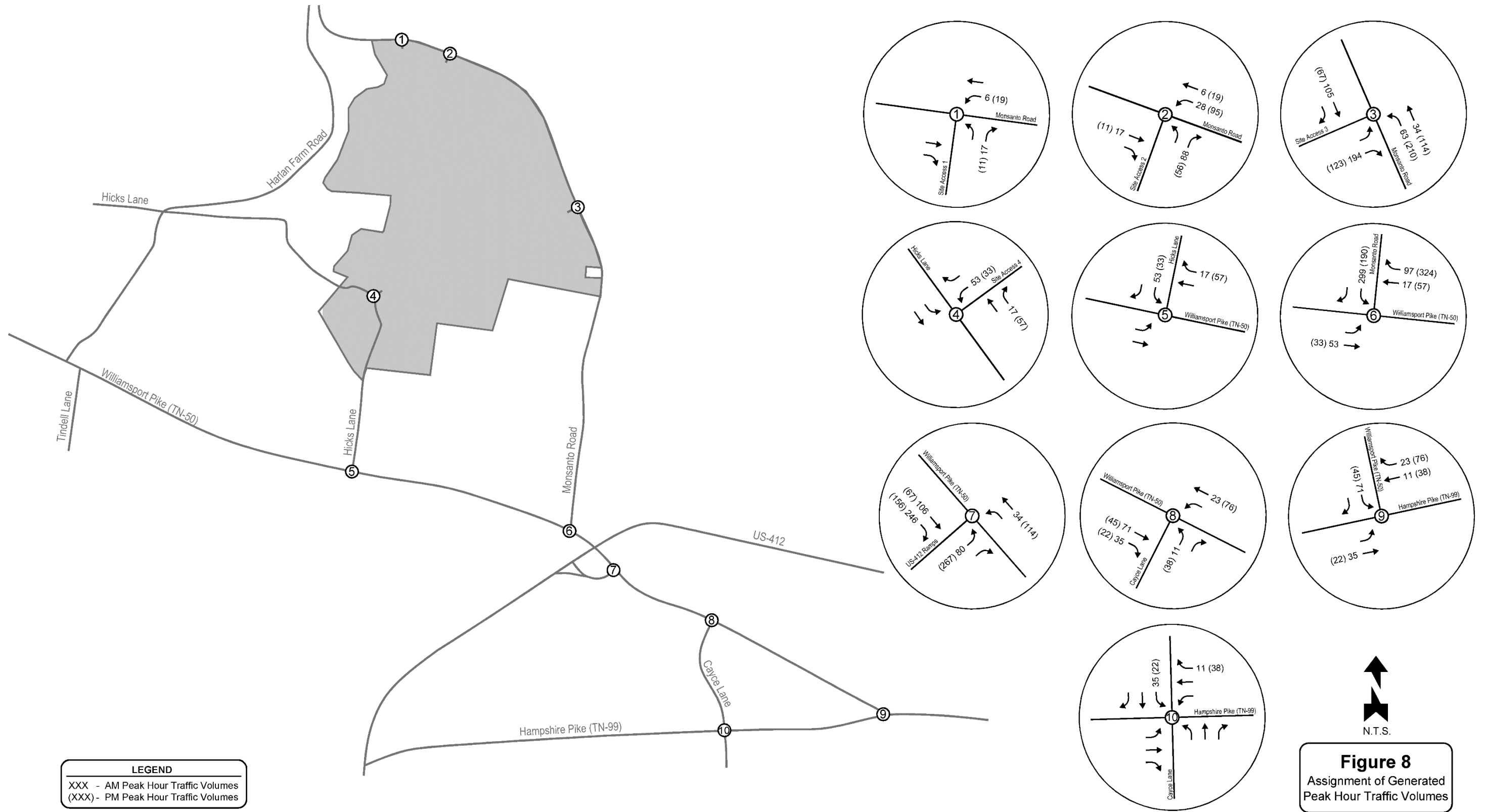


LEGEND

- Analyzed Existing Intersection
- Analyzed Proposed Intersection



Figure 1
Location Map



**APPENDIX B
CAPACITY ANALYSES**

EXISTING CONDITIONS

HCS Two-Way Stop-Control Report

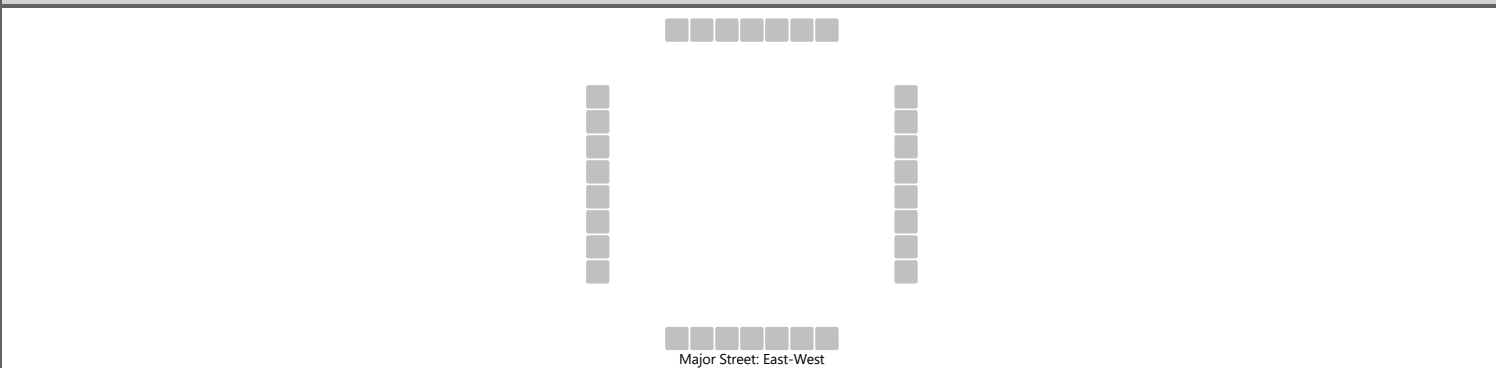
General Information

Analyst	FTG
Agency/Co.	FTG
Date Performed	Apr 2023
Analysis Year	2023
Time Analyzed	AM Peak Hour
Intersection Orientation	East-West
Project Description	11257 (Existing)

Site Information

Intersection	Williamsport Pike/Cayce Lane
Jurisdiction	Columbia, TN
East/West Street	Williamsport Pike
North/South Street	Cayce Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			139	180		13	104			105		9				
Percent Heavy Vehicles (%)						0				0		0				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1					7.1		6.2			
Critical Headway (sec)						4.10					6.40		6.20			
Base Follow-Up Headway (sec)						2.2					3.5		3.3			
Follow-Up Headway (sec)						2.20					3.50		3.30			

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						14					124					
Capacity, c (veh/h)						1223					621					
v/c Ratio						0.01					0.20					
95% Queue Length, Q ₉₅ (veh)						0.0					0.7					
Control Delay (s/veh)						8.0	0.1				12.2					
Level of Service (LOS)						A	A				B					
Approach Delay (s/veh)					1.0				12.2							
Approach LOS					A				B							

HCS Two-Way Stop-Control Report

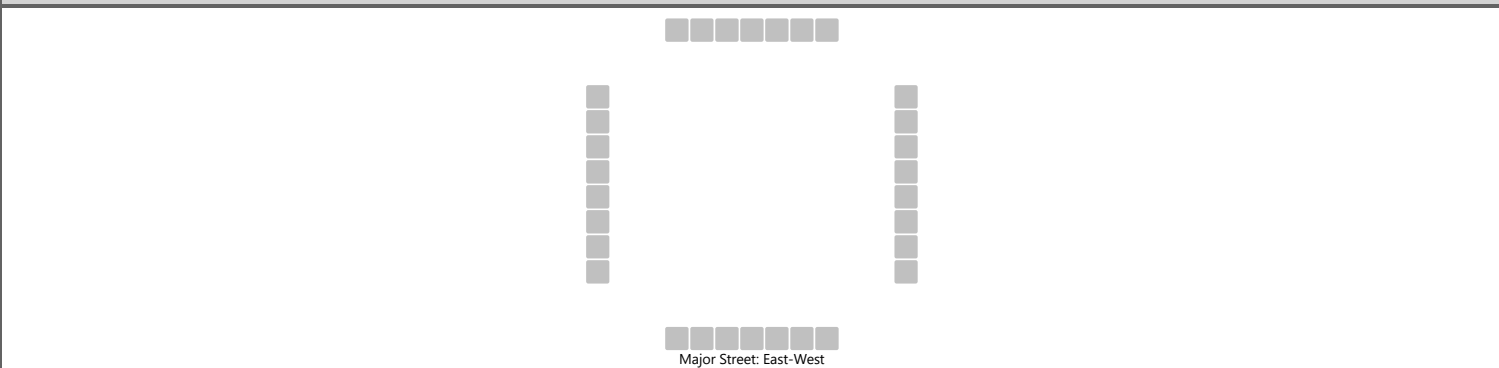
General Information

Analyst	FTG
Agency/Co.	FTG
Date Performed	Apr 2023
Analysis Year	2023
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	11257 (Existing)

Site Information

Intersection	Williamsport Pike/Cayce Lane
Jurisdiction	Columbia, TN
East/West Street	Williamsport Pike
North/South Street	Cayce Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			130	200		9	211			142		4				
Percent Heavy Vehicles (%)						0				0		0				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

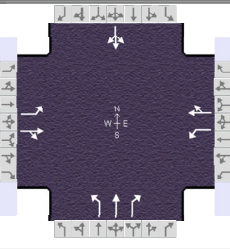
Critical and Follow-up Headways

Base Critical Headway (sec)						4.1					7.1		6.2			
Critical Headway (sec)						4.10					6.40		6.20			
Base Follow-Up Headway (sec)						2.2					3.5		3.3			
Follow-Up Headway (sec)						2.20					3.50		3.30			

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						10					159					
Capacity, c (veh/h)						1211					535					
v/c Ratio						0.01					0.30					
95% Queue Length, Q ₉₅ (veh)						0.0					1.2					
Control Delay (s/veh)						8.0	0.1				14.6					
Level of Service (LOS)						A	A				B					
Approach Delay (s/veh)					0.4				14.6							
Approach LOS					A				B							

HCS Signalized Intersection Results Summary

General Information				Intersection Information		
Agency	FTG			Duration, h	0.250	
Analyst	FTG	Analysis Date	4/22/2023	Area Type	Other	
Jurisdiction	Columbia, TN	Time Period	AM Peak Hour	PHF	0.86	
Urban Street	Hampshire Pike	Analysis Year	2023 (Existing)	Analysis Period	1> 7:00	
Intersection	Cayce Lane	File Name	2_exam.xus			
Project Description	11257					

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	13	444	74	62	262	16	63	85	107	70	48	75

Signal Information														
Cycle, s	90.0	Reference Phase	2											
Offset, s	0	Reference Point	End											
Uncoordinated	No	Simult. Gap E/W	On	Green	1.9	3.1	38.3	13.5	9.2	0.0				
				Yellow	4.0	0.0	4.0	4.0	4.0	0.0				
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	0.0	2.0	2.0	2.0	0.0				

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		9.0		12.0
Phase Duration, s	7.9	44.3	11.0	47.4		15.2		19.5
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.1		3.1
Queue Clearance Time (g_s), s	2.4		3.9			8.8		13.3
Green Extension Time (g_e), s	0.0	0.0	0.1	0.0		0.4		0.3
Phase Call Probability	0.31		0.84			1.00		1.00
Max Out Probability	0.00		0.00			0.00		0.00

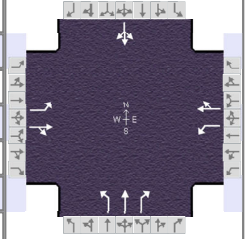
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	15	602		72	323		73	99	124		224	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1852		1810	1881		1810	1900	1610		1746	
Queue Service Time (g_s), s	0.4	24.9		1.9	10.1		3.4	4.4	6.8		11.3	
Cycle Queue Clearance Time (g_c), s	0.4	24.9		1.9	10.1		3.4	4.4	6.8		11.3	
Green Ratio (g/C)	0.45	0.43		0.48	0.46		0.10	0.10	0.10		0.15	
Capacity (c), veh/h	467	787		304	865		185	194	165		262	
Volume-to-Capacity Ratio (X)	0.032	0.765		0.238	0.374		0.396	0.508	0.755		0.856	
Back of Queue (Q), ft/ln (95 th percentile)	7.3	422.8		33	191.6		66.8	91.3	121.1		211.7	
Back of Queue (Q), veh/ln (95 th percentile)	0.3	16.9		1.3	7.7		2.7	3.7	4.8		8.5	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00		0.00	
Uniform Delay (d_1), s/veh	14.4	22.0		16.4	15.9		37.8	38.3	39.3		37.3	
Incremental Delay (d_2), s/veh	0.0	7.0		0.1	1.2		0.5	0.8	2.6		3.3	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0		0.0	
Control Delay (d), s/veh	14.4	29.0		16.6	17.1		38.3	39.0	41.9		40.6	
Level of Service (LOS)	B	C		B	B		D	D	D		D	
Approach Delay, s/veh / LOS	28.7	C		17.0	B		40.1	D		40.6	D	
Intersection Delay, s/veh / LOS	29.6						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.10	B	1.68	B	1.95	B	1.94	B
Bicycle LOS Score / LOS	1.51	B	1.14	A	0.98	A	0.86	A

HCS Signalized Intersection Results Summary

General Information

Agency	FTG		
Analyst	FTG	Analysis Date	4/22/2023
Jurisdiction	Columbia, TN	Time Period	PM Peak Hour
Urban Street	Hampshire Pike	Analysis Year	2023 (Existing)
Intersection	Cayce Lane	File Name	2_expm.xus
Project Description	11257		



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	59	360	67	107	462	15	54	72	64	28	139	42

Signal Information

Cycle, s	90.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On	Green	4.7	0.9	41.6	12.8	6.0	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	0.0	4.0	4.0	4.0	0.0		
				Red	2.0	0.0	2.0	2.0	2.0	0.0		

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		9.0		12.0
Phase Duration, s	10.7	47.6	11.6	48.5		12.0		18.8
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.1		3.1
Queue Clearance Time (g_s), s	3.6		4.8			5.7		12.6
Green Extension Time (g_e), s	0.1	0.0	0.2	0.0		0.3		0.3
Phase Call Probability	0.79		0.94			0.99		1.00
Max Out Probability	0.00		0.00			0.00		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	62	449		113	502		57	76	67		220	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1848		1810	1889		1810	1900	1610		1822	
Queue Service Time (g_s), s	1.6	15.6		2.8	17.2		2.7	3.5	3.7		10.6	
Cycle Queue Clearance Time (g_c), s	1.6	15.6		2.8	17.2		2.7	3.5	3.7		10.6	
Green Ratio (g/C)	0.51	0.46		0.52	0.47		0.07	0.07	0.07		0.14	
Capacity (c), veh/h	411	854		470	892		120	126	107		259	
Volume-to-Capacity Ratio (X)	0.151	0.526		0.240	0.563		0.474	0.602	0.632		0.848	
Back of Queue (Q), ft/ln (95 th percentile)	25.7	269.3		46.6	296.1		54.5	73.8	66.3		207.9	
Back of Queue (Q), veh/ln (95 th percentile)	1.0	10.8		1.9	11.8		2.2	3.0	2.7		8.3	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00		0.00	
Uniform Delay (d_1), s/veh	13.0	17.2		12.4	17.1		40.5	40.9	41.0		37.6	
Incremental Delay (d_2), s/veh	0.1	2.3		0.1	2.6		1.1	1.7	2.3		3.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0		0.0	
Control Delay (d), s/veh	13.0	19.5		12.5	19.6		41.6	42.6	43.2		40.6	
Level of Service (LOS)	B	B		B	B		D	D	D		D	
Approach Delay, s/veh / LOS	18.7	B		18.3	B		42.5	D		40.6	D	
Intersection Delay, s/veh / LOS	24.8						C					

Multimodal Results

	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.09	B	1.67	B	1.95	B	1.94	B
Bicycle LOS Score / LOS	1.33	A	1.50	B	0.82	A	0.85	A

HCS Two-Way Stop-Control Report

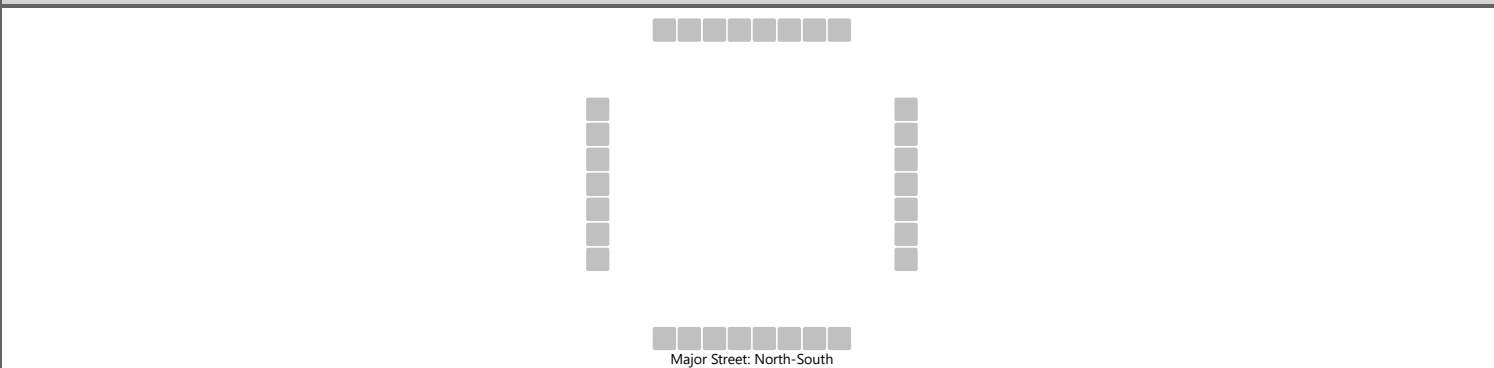
General Information

Analyst	FTG
Agency/Co.	FTG
Date Performed	Apr 2023
Analysis Year	2023
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	11257 (Existing)

Site Information

Intersection	Cayce Lane/Eskew Drive
Jurisdiction	Columbia, TN
East/West Street	Eskew Drive
North/South Street	Cayce Lane
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		75		1						1	180				150	34
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			84							1						
Capacity, c (veh/h)			625							1382						
v/c Ratio			0.13							0.00						
95% Queue Length, Q ₉₅ (veh)			0.5							0.0						
Control Delay (s/veh)			11.6							7.6	0.0					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)	11.6								0.0							
Approach LOS	B								A							

HCS Two-Way Stop-Control Report

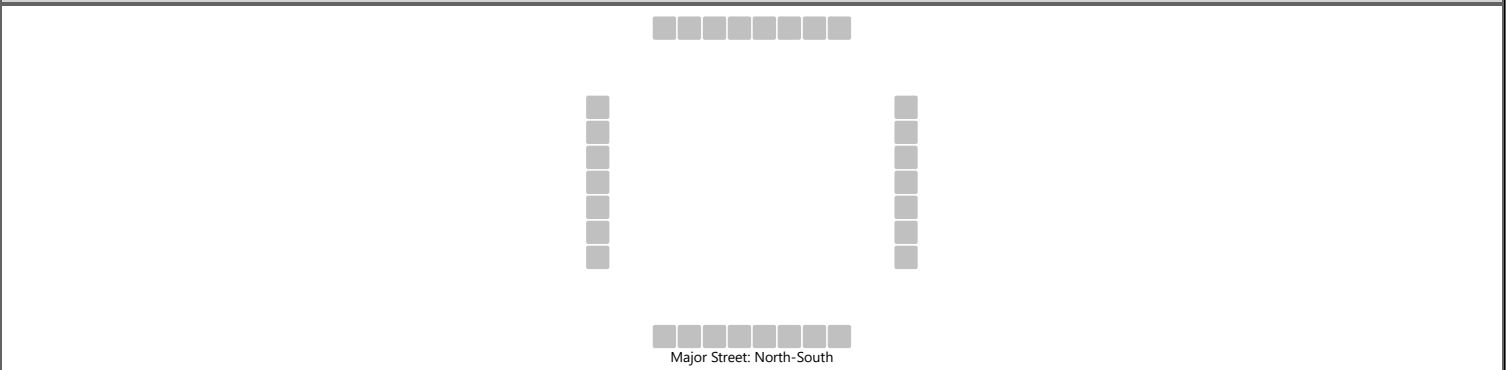
General Information

Analyst	FTG
Agency/Co.	FTG
Date Performed	Apr 2023
Analysis Year	2023
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	11257 (Existing)

Site Information

Intersection	Cayce Lane/Eskew Drive
Jurisdiction	Columbia, TN
East/West Street	Eskew Drive
North/South Street	Cayce Lane
Peak Hour Factor	0.87
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		40		2						0	150				237	76
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

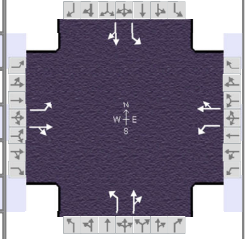
Flow Rate, v (veh/h)			48							0						
Capacity, c (veh/h)			549							1210						
v/c Ratio			0.09							0.00						
95% Queue Length, Q ₉₅ (veh)			0.3							0.0						
Control Delay (s/veh)			12.2							8.0	0.0					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)	12.2								0.0							
Approach LOS	B								A							

HCS Signalized Intersection Results Summary

General Information

Agency	FTG		
Analyst	FTG	Analysis Date	4/22/2023
Jurisdiction	Columbia, TN	Time Period	AM Peak Hour
Urban Street	Trotwood Avenue	Analysis Year	2023 (Existing)
Intersection	Cayce Lane/Sunnyside...	File Name	4_exam.xus
Project Description	11257		

Intersection Information



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	35	623	91	40	341	42	156	77	99	137	71	40

Signal Information

Cycle, s	90.0	Reference Phase	2																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		10.0		10.0
Phase Duration, s	9.6	46.9	9.9	47.2		17.9		15.3
Change Period, (Y+R _c), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.1		3.1
Queue Clearance Time (g _s), s	2.9		3.1			11.4		9.0
Green Extension Time (g _e), s	0.0	0.0	0.0	0.0		0.5		0.4
Phase Call Probability	0.60		0.65			1.00		1.00
Max Out Probability	0.00		0.00			0.02		0.00

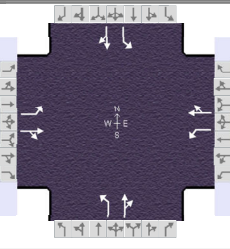
Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	37	752		42	403		164	185		144	117	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1857		1810	1863		1810	1725		1810	1784	
Queue Service Time (g _s), s	0.9	33.4		1.1	13.5		7.8	9.4		7.0	5.7	
Cycle Queue Clearance Time (g _c), s	0.9	33.4		1.1	13.5		7.8	9.4		7.0	5.7	
Green Ratio (g/C)	0.49	0.45		0.50	0.46		0.13	0.13		0.10	0.10	
Capacity (c), veh/h	438	844		219	853		238	227		188	185	
Volume-to-Capacity Ratio (X)	0.084	0.891		0.192	0.473		0.689	0.815		0.767	0.631	
Back of Queue (Q), ft/ln (95 th percentile)	15.8	570.5		18.2	240.7		153.4	179.3		140.1	110.4	
Back of Queue (Q), veh/ln (95 th percentile)	0.6	22.8		0.7	9.6		6.1	7.2		5.6	4.4	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
Uniform Delay (d ₁), s/veh	13.1	22.5		18.2	16.9		37.3	38.0		39.3	38.7	
Incremental Delay (d ₂), s/veh	0.0	13.6		0.2	1.9		1.3	2.7		2.5	1.3	
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	13.1	36.1		18.4	18.8		38.6	40.7		41.7	40.0	
Level of Service (LOS)	B	D		B	B		D	D		D	D	
Approach Delay, s/veh / LOS	35.0		D	18.7		B	39.8		D	41.0		D
Intersection Delay, s/veh / LOS	32.8						C					

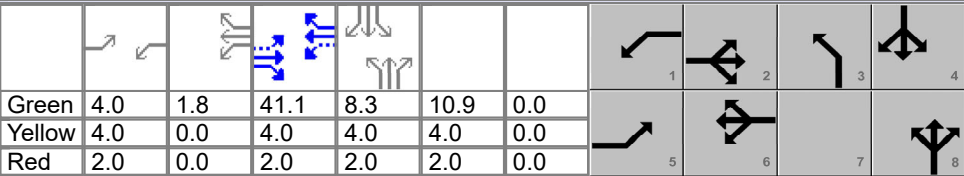
Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.90		B	1.90		B	1.95		B	1.94		B
Bicycle LOS Score / LOS	1.79		B	1.22		A	1.06		A	0.92		A

HCS Signalized Intersection Results Summary

General Information				Intersection Information		
Agency	FTG			Duration, h	0.250	
Analyst	FTG	Analysis Date	4/22/2023	Area Type	Other	
Jurisdiction	Columbia, TN	Time Period	PM Peak Hour	PHF	0.97	
Urban Street	Trotwood Avenue	Analysis Year	2023 (Existing)	Analysis Period	1> 7:00	
Intersection	Cayce Lane/Sunnyside...	File Name	4_expm.xus			
Project Description	11257					

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	42	367	106	121	628	71	118	84	80	89	65	54

Signal Information												
Cycle, s	90.0	Reference Phase	2									
Offset, s	0	Reference Point	End	Green	4.0	1.8	41.1	8.3	10.9	0.0		
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.0	0.0	4.0	4.0	4.0	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	0.0	2.0	2.0	2.0	0.0		

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		10.0		10.0
Phase Duration, s	10.0	47.1	11.7	48.8		16.9		14.3
Change Period, (Y+R _c), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.1		3.1
Queue Clearance Time (g _s), s	3.1		5.2			10.5		8.1
Green Extension Time (g _e), s	0.0	0.0	0.2	0.0		0.4		0.2
Phase Call Probability	0.66		0.96			1.00		1.00
Max Out Probability	0.00		0.00			0.01		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	43	488		125	721		122	169		92	123	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1826		1810	1866		1810	1747		1810	1757	
Queue Service Time (g _s), s	1.1	17.8		3.2	29.7		5.7	8.5		4.4	6.1	
Cycle Queue Clearance Time (g _c), s	1.1	17.8		3.2	29.7		5.7	8.5		4.4	6.1	
Green Ratio (g/C)	0.50	0.46		0.52	0.48		0.12	0.12		0.09	0.09	
Capacity (c), veh/h	252	833		434	888		218	211		168	163	
Volume-to-Capacity Ratio (X)	0.172	0.585		0.288	0.811		0.558	0.803		0.547	0.754	
Back of Queue (Q), ft/ln (95 th percentile)	18.6	300.5		52.8	486.2		111.6	164.4		86.2	120.3	
Back of Queue (Q), veh/ln (95 th percentile)	0.7	12.0		2.1	19.4		4.5	6.6		3.4	4.8	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
Uniform Delay (d ₁), s/veh	16.8	18.1		13.2	20.1		37.3	38.5		39.0	39.8	
Incremental Delay (d ₂), s/veh	0.1	3.0		0.1	8.0		0.8	2.7		1.0	2.7	
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	16.9	21.1		13.3	28.1		38.1	41.2		40.1	42.5	
Level of Service (LOS)	B	C		B	C		D	D		D	D	
Approach Delay, s/veh / LOS	20.8	C		25.9	C		39.9	D		41.4	D	
Intersection Delay, s/veh / LOS	28.4						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.90	B	1.90	B	1.95	B	1.94	B
Bicycle LOS Score / LOS	1.36	A	1.88	B	0.97	A	0.84	A

BACKGROUND CONDITIONS

HCS Two-Way Stop-Control Report

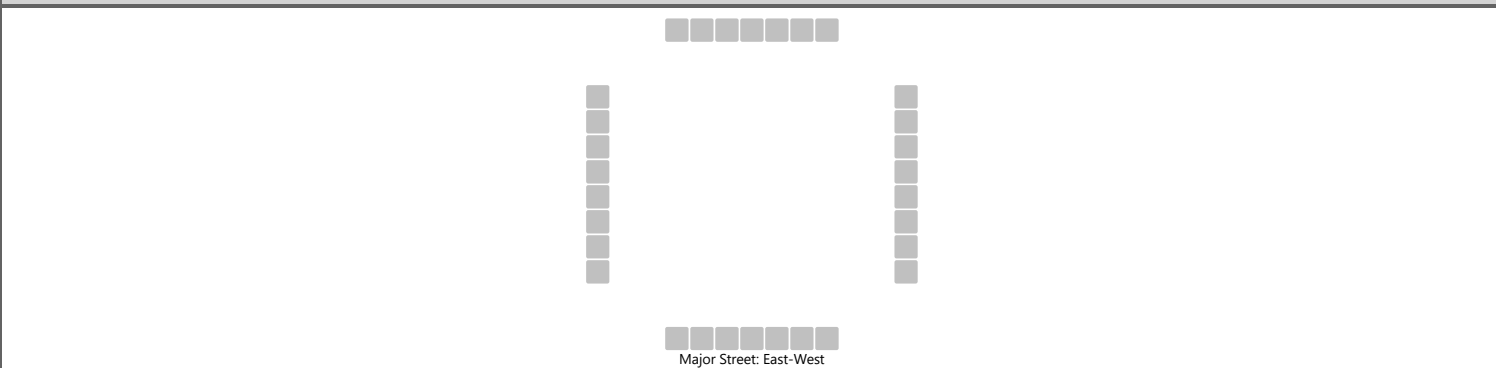
General Information

Analyst	FTG
Agency/Co.	FTG
Date Performed	Apr 2023
Analysis Year	2026
Time Analyzed	AM Peak Hour
Intersection Orientation	East-West
Project Description	11257 (Back)

Site Information

Intersection	Williamsport Pike/Cayce Lane
Jurisdiction	Columbia, TN
East/West Street	Williamsport Pike
North/South Street	Cayce Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			218	226		14	133			122		11				
Percent Heavy Vehicles (%)						0				0		0				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1					7.1		6.2			
Critical Headway (sec)						4.10					6.40		6.20			
Base Follow-Up Headway (sec)						2.2					3.5		3.3			
Follow-Up Headway (sec)						2.20					3.50		3.30			

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						15						145				
Capacity, c (veh/h)						1091						514				
v/c Ratio						0.01						0.28				
95% Queue Length, Q ₉₅ (veh)						0.0						1.1				
Control Delay (s/veh)						8.3	0.1					14.7				
Level of Service (LOS)						A	A					B				
Approach Delay (s/veh)					0.9				14.7							
Approach LOS					A				B							

HCS Two-Way Stop-Control Report

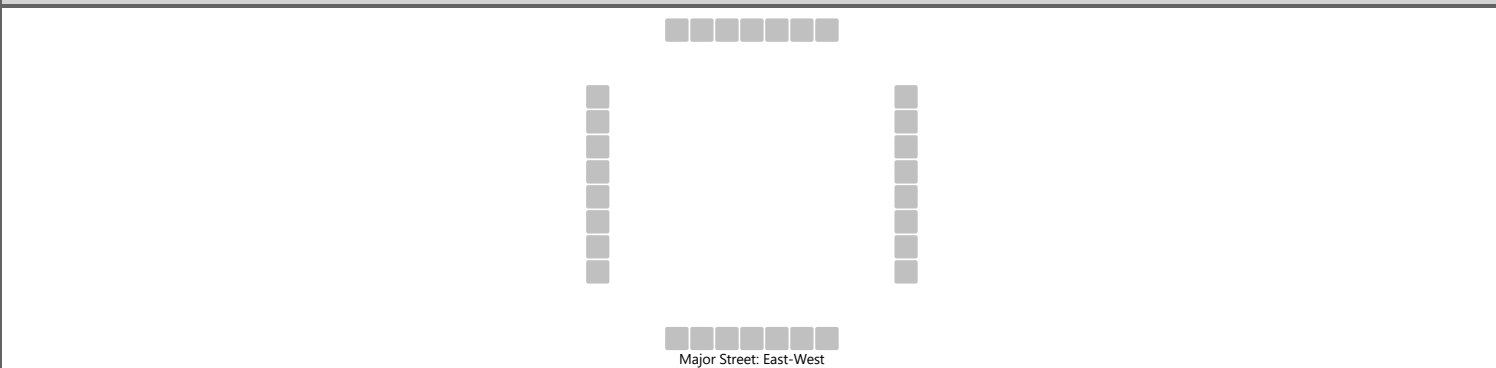
General Information

Analyst	FTG
Agency/Co.	FTG
Date Performed	Apr 2023
Analysis Year	2026
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	11257 (Back)

Site Information

Intersection	Williamsport Pike/Cayce Lane
Jurisdiction	Columbia, TN
East/West Street	Williamsport Pike
North/South Street	Cayce Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			183	234		10	300			189		4				
Percent Heavy Vehicles (%)						0				0		0				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1					7.1		6.2			
Critical Headway (sec)						4.10					6.40		6.20			
Base Follow-Up Headway (sec)						2.2					3.5		3.3			
Follow-Up Headway (sec)						2.20					3.50		3.30			

Delay, Queue Length, and Level of Service

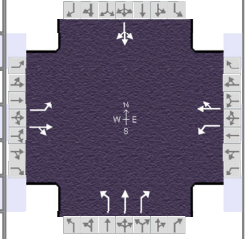
Flow Rate, v (veh/h)						11					210					
Capacity, c (veh/h)						1118					422					
v/c Ratio						0.01					0.50					
95% Queue Length, Q ₉₅ (veh)						0.0					2.7					
Control Delay (s/veh)						8.3	0.1				21.7					
Level of Service (LOS)						A	A				C					
Approach Delay (s/veh)					0.4				21.7							
Approach LOS					A				C							

HCS Signalized Intersection Results Summary

General Information

Agency	FTG		
Analyst	FTG	Analysis Date	4/22/2023
Jurisdiction	Columbia, TN	Time Period	AM Peak Hour
Urban Street	Hampshire Pike	Analysis Year	2026 (Back)
Intersection	Cayce Lane	File Name	2_bgam.xus
Project Description	11257		

Intersection Information



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	14	471	78	78	278	28	67	91	134	109	51	80

Signal Information

Cycle, s	90.0	Reference Phase	2	</
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Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		9.0		12.0
Phase Duration, s	8.0	39.4	11.4	42.7		16.9		22.3
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.2		3.1
Queue Clearance Time (g_s), s	2.5		4.7			10.5		15.9
Green Extension Time (g_e), s	0.0	0.0	0.1	0.0		0.4		0.4
Phase Call Probability	0.33		0.90			1.00		1.00
Max Out Probability	0.00		0.00			0.02		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	16	638		91	356		78	106	156		279	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1853		1810	1869		1810	1900	1610		1755	
Queue Service Time (g_s), s	0.5	29.8		2.7	12.5		3.6	4.7	8.5		13.9	
Cycle Queue Clearance Time (g_c), s	0.5	29.8		2.7	12.5		3.6	4.7	8.5		13.9	
Green Ratio (g/C)	0.39	0.37		0.43	0.41		0.12	0.12	0.12		0.18	
Capacity (c), veh/h	378	687		220	763		219	230	195		319	
Volume-to-Capacity Ratio (X)	0.043	0.929		0.412	0.466		0.355	0.459	0.798		0.876	
Back of Queue (Q), ft/ln (95 th percentile)	8.8	566		48	232.8		69.3	95.3	151.4		250.9	
Back of Queue (Q), veh/ln (95 th percentile)	0.4	22.6		1.9	9.3		2.8	3.8	6.1		10.0	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00		0.00	
Uniform Delay (d_1), s/veh	17.4	27.2		20.9	19.5		36.3	36.8	38.5		35.8	
Incremental Delay (d_2), s/veh	0.0	20.8		0.5	2.0		0.4	0.5	2.8		3.8	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0		0.0	
Control Delay (d), s/veh	17.4	48.0		21.4	21.5		36.7	37.3	41.3		39.6	
Level of Service (LOS)	B	D		C	C		D	D	D		D	
Approach Delay, s/veh / LOS	47.2		D	21.5		C	39.0		D	39.6		D
Intersection Delay, s/veh / LOS	37.7						D					

Multimodal Results

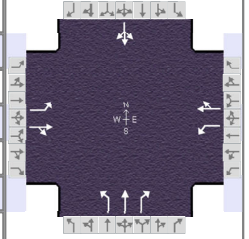
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.10		B	1.68		B	1.95		B	1.94		B
Bicycle LOS Score / LOS	1.57		B	1.22		A	1.05		A	0.95		A

HCS Signalized Intersection Results Summary

General Information

Agency	FTG		
Analyst	FTG	Analysis Date	4/22/2023
Jurisdiction	Columbia, TN	Time Period	PM Peak Hour
Urban Street	Hampshire Pike	Analysis Year	2026 (Back)
Intersection	Cayce Lane	File Name	2_bgpm.xus
Project Description	11257		

Intersection Information



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	63	382	71	136	490	54	57	76	83	52	147	45

Signal Information

Cycle, s	90.0	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	No	Simult. Gap E/W	On	Green	4.9	1.1	38.3	14.7	7.1	0.0	
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	0.0	4.0	4.0	4.0	0.0	
				Red	2.0	0.0	2.0	2.0	2.0	0.0	

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		9.0		12.0
Phase Duration, s	10.9	44.3	12.0	45.4		13.1		20.7
Change Period, (Y+R _c), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.1		3.1
Queue Clearance Time (g _s), s	3.8		5.9			6.8		14.4
Green Extension Time (g _e), s	0.1	0.0	0.2	0.0		0.3		0.3
Phase Call Probability	0.81		0.97			1.00		1.00
Max Out Probability	0.00		0.00			0.00		0.01

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	66	477		143	573		60	80	87		257	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1848		1810	1867		1810	1900	1610		1820	
Queue Service Time (g _s), s	1.8	18.0		3.9	22.4		2.8	3.6	4.8		12.4	
Cycle Queue Clearance Time (g _c), s	1.8	18.0		3.9	22.4		2.8	3.6	4.8		12.4	
Green Ratio (g/C)	0.48	0.43		0.49	0.44		0.08	0.08	0.08		0.16	
Capacity (c), veh/h	320	786		410	818		142	149	126		297	
Volume-to-Capacity Ratio (X)	0.207	0.607		0.349	0.700		0.422	0.536	0.691		0.866	
Back of Queue (Q), ft/ln (95 th percentile)	30.4	311.3		66.3	378.8		56.4	76.1	85.8		243.1	
Back of Queue (Q), veh/ln (95 th percentile)	1.2	12.5		2.7	15.2		2.3	3.0	3.4		9.7	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00		0.00	
Uniform Delay (d ₁), s/veh	15.9	20.0		14.7	20.5		39.5	39.9	40.4		36.7	
Incremental Delay (d ₂), s/veh	0.1	3.5		0.2	5.0		0.7	1.1	2.5		6.3	
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0		0.0	
Control Delay (d), s/veh	16.0	23.5		14.9	25.5		40.3	41.0	42.9		43.0	
Level of Service (LOS)	B	C		B	C		D	D	D		D	
Approach Delay, s/veh / LOS	22.6	C		23.4	C		41.5	D		43.0	D	
Intersection Delay, s/veh / LOS	28.4						C					

Multimodal Results

	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.10	B	1.68	B	1.95	B	1.94	B
Bicycle LOS Score / LOS	1.38	A	1.67	B	0.86	A	0.91	A

HCS Two-Way Stop-Control Report

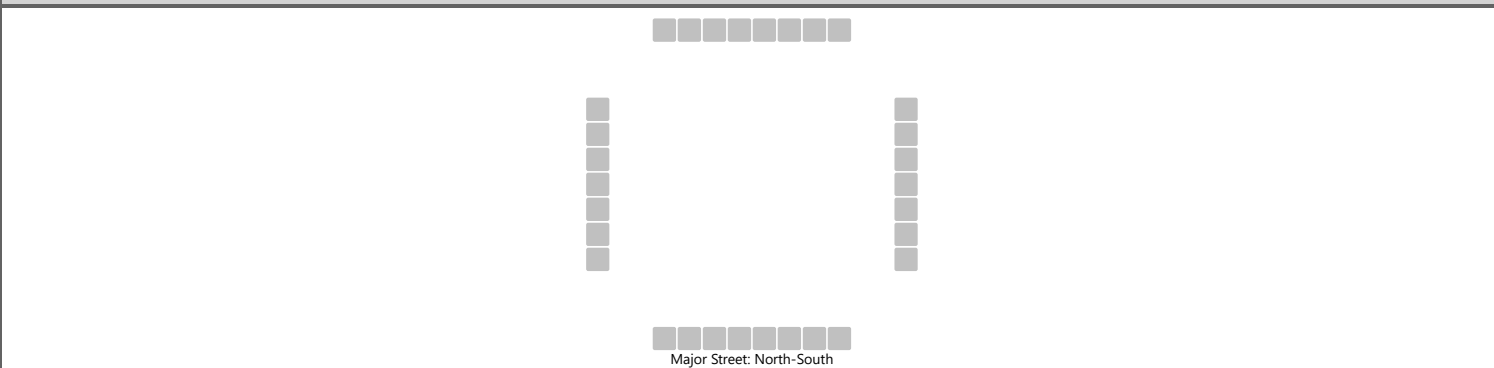
General Information

Analyst	FTG
Agency/Co.	FTG
Date Performed	Apr 2023
Analysis Year	2026
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	11257 (Back)

Site Information

Intersection	Cayce Lane/Eskew Drive
Jurisdiction	Columbia, TN
East/West Street	Eskew Drive
North/South Street	Cayce Lane
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		80		1						1	212				171	36
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

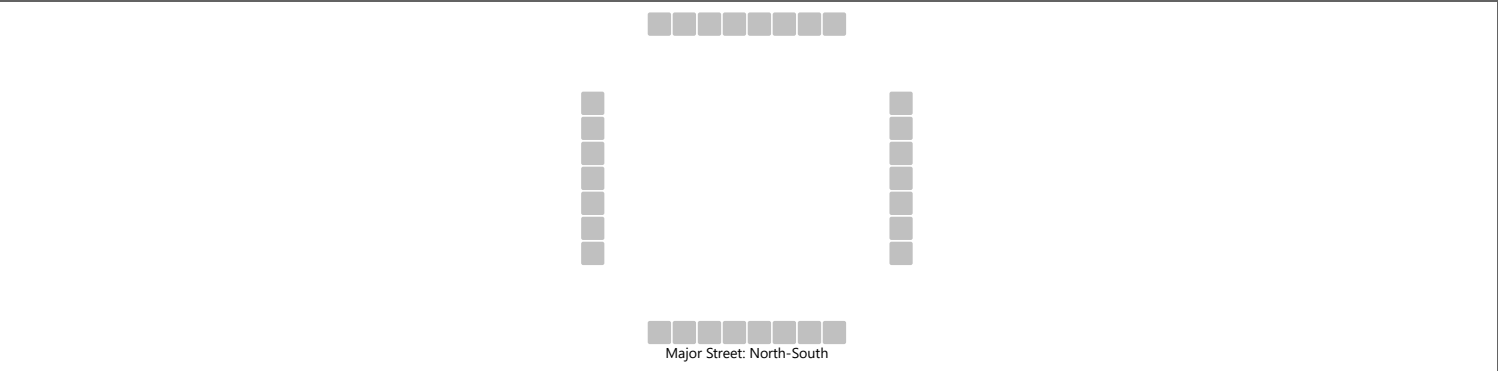
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			89							1						
Capacity, c (veh/h)			578							1353						
v/c Ratio			0.15							0.00						
95% Queue Length, Q ₉₅ (veh)			0.5							0.0						
Control Delay (s/veh)			12.4							7.7	0.0					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)	12.4								0.0							
Approach LOS	B								A							

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	FTG	Intersection	Cayce Lane/Eskew Drive
Agency/Co.	FTG	Jurisdiction	Columbia, TN
Date Performed	Apr 2023	East/West Street	Eskew Drive
Analysis Year	2026	North/South Street	Cayce Lane
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.87
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	11257 (Back)		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		42		2						0	174				273	81
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

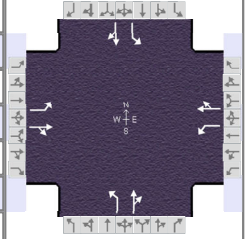
Flow Rate, v (veh/h)			51							0						
Capacity, c (veh/h)			499							1163						
v/c Ratio			0.10							0.00						
95% Queue Length, Q ₉₅ (veh)			0.3							0.0						
Control Delay (s/veh)			13.0							8.1	0.0					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)	13.0								0.0							
Approach LOS	B								A							

HCS Signalized Intersection Results Summary

General Information

Agency	FTG		
Analyst	FTG	Analysis Date	4/22/2023
Jurisdiction	Columbia, TN	Time Period	AM Peak Hour
Urban Street	Trotwood Avenue	Analysis Year	2026 (Back)
Intersection	Cayce Lane/Sunnyside...	File Name	4_bgam.xus
Project Description	11257		

Intersection Information



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	46	746	118	44	376	45	219	94	112	149	80	45

Signal Information

Cycle, s	150.0	Reference Phase	2												
Offset, s	0	Reference Point	End	Green	5.1	84.0	15.3	21.6	0.0	0.0		1	2	3	4
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.0	4.0	4.0	4.0	0.0	0.0					
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	2.0	0.0	0.0					

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		10.0		10.0
Phase Duration, s	11.2	90.0	11.1	89.9		27.6		21.3
Change Period, (Y+R _c), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.1		3.1
Queue Clearance Time (g _s), s	3.7		3.6			20.7		14.8
Green Extension Time (g _e), s	0.1	0.0	0.1	0.0		0.8		0.5
Phase Call Probability	0.87		0.85			1.00		1.00
Max Out Probability	0.00		0.00			0.00		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	48	909		46	443		231	217		157	132	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1854		1810	1864		1810	1731		1810	1784	
Queue Service Time (g _s), s	1.7	63.5		1.6	20.6		18.7	18.4		12.8	10.7	
Cycle Queue Clearance Time (g _c), s	1.7	63.5		1.6	20.6		18.7	18.4		12.8	10.7	
Green Ratio (g/C)	0.59	0.56		0.59	0.56		0.14	0.14		0.10	0.10	
Capacity (c), veh/h	517	1038		187	1043		260	249		184	182	
Volume-to-Capacity Ratio (X)	0.094	0.876		0.248	0.425		0.886	0.871		0.850	0.723	
Back of Queue (Q), ft/ln (95 th percentile)	30.4	968.2		33.9	351		342.8	324.7		252.6	214.8	
Back of Queue (Q), veh/ln (95 th percentile)	1.2	38.7		1.4	14.0		13.7	13.0		10.1	8.6	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
Uniform Delay (d ₁), s/veh	14.2	28.5		28.1	19.1		63.0	62.9		66.2	65.3	
Incremental Delay (d ₂), s/veh	0.0	10.3		0.3	1.3		4.0	3.7		4.2	2.0	
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	14.2	38.8		28.4	20.4		67.0	66.5		70.4	67.3	
Level of Service (LOS)	B	D		C	C		E	E		E	E	
Approach Delay, s/veh / LOS	37.6	D		21.1	C		66.8	E		69.0	E	
Intersection Delay, s/veh / LOS	44.0						D					

Multimodal Results

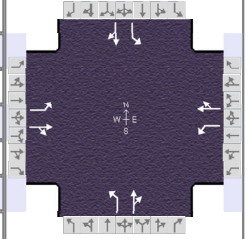
	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.90	B	1.90	B	1.97	B	1.96	B
Bicycle LOS Score / LOS	2.07	B	1.30	A	1.23	A	0.96	A

HCS Signalized Intersection Results Summary

General Information

Agency	FTG		
Analyst	FTG	Analysis Date	4/22/2023
Jurisdiction	Columbia, TN	Time Period	PM Peak Hour
Urban Street	Trotwood Avenue	Analysis Year	2026 (Back)
Intersection	Cayce Lane/Sunnyside...	File Name	4_bgpm.xus
Project Description	11257		

Intersection Information



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	51	450	128	136	759	75	182	98	90	98	77	67

Signal Information

Cycle, s	90.0	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	No	Simult. Gap E/W	On										
Force Mode	Fixed	Simult. Gap N/S	On										
				Green	4.4	1.5	38.3	9.7	12.1	0.0			
				Yellow	4.0	0.0	4.0	4.0	4.0	0.0			
				Red	2.0	0.0	2.0	2.0	2.0	0.0			

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		10.0		10.0
Phase Duration, s	10.4	44.3	11.9	45.8		18.1		15.7
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.1		3.1
Queue Clearance Time (g_s), s	3.4		5.8			11.7		9.4
Green Extension Time (g_e), s	0.0	0.0	0.2	0.0		0.4		0.3
Phase Call Probability	0.73		0.97			1.00		1.00
Max Out Probability	0.00		0.00			0.08		0.04

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	53	596		140	860		188	194		101	148	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1827		1810	1870		1810	1749		1810	1753	
Queue Service Time (g_s), s	1.4	25.0		3.8	39.8		9.0	9.7		4.8	7.4	
Cycle Queue Clearance Time (g_c), s	1.4	25.0		3.8	39.8		9.0	9.7		4.8	7.4	
Green Ratio (g/C)	0.47	0.43		0.49	0.44		0.13	0.13		0.11	0.11	
Capacity (c), veh/h	168	778		321	827		244	236		194	188	
Volume-to-Capacity Ratio (X)	0.313	0.766		0.436	1.040		0.768	0.821		0.520	0.788	
Back of Queue (Q), ft/ln (95 th percentile)	24.6	419.8		65.4	866.2		179.2	193.8		93.3	145.2	
Back of Queue (Q), veh/ln (95 th percentile)	1.0	16.8		2.6	34.6		7.2	7.8		3.7	5.8	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
Uniform Delay (d_1), s/veh	21.0	22.0		16.8	25.1		37.6	37.9		38.0	39.2	
Incremental Delay (d_2), s/veh	0.4	7.1		0.3	42.1		2.3	5.3		0.8	2.8	
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	21.3	29.1		17.2	67.2		39.9	43.2		38.8	41.9	
Level of Service (LOS)	C	C		B	F		D	D		D	D	
Approach Delay, s/veh / LOS	28.5	C		60.2	E		41.5	D		40.7	D	
Intersection Delay, s/veh / LOS	45.9						D					

Multimodal Results

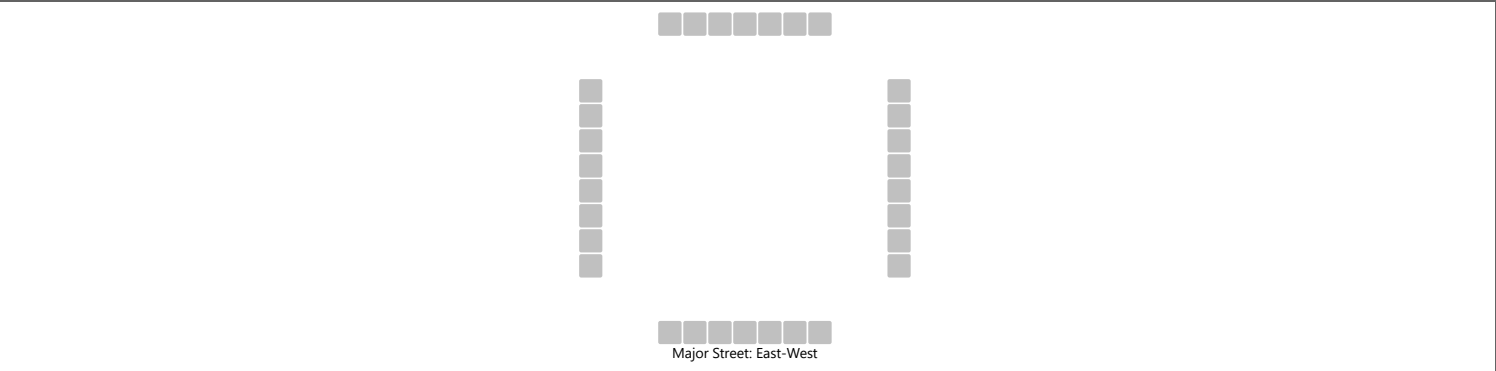
	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.91	B	1.90	B	1.95	B	1.94	B
Bicycle LOS Score / LOS	1.56	B	2.14	B	1.12	A	0.90	A

TOTAL PROJECTED CONDITIONS

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	FTG	Intersection	Williamsport Pike/Cayce Lane
Agency/Co.	FTG	Jurisdiction	Columbia, TN
Date Performed	Apr 2023	East/West Street	Williamsport Pike
Analysis Year	2026	North/South Street	Cayce Lane
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	11257 (Total)		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			218	230		14	133			134		11				
Percent Heavy Vehicles (%)						0				0		0				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1					7.1		6.2			
Critical Headway (sec)						4.10					6.40		6.20			
Base Follow-Up Headway (sec)						2.2					3.5		3.3			
Follow-Up Headway (sec)						2.20					3.50		3.30			

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						15					158					
Capacity, c (veh/h)						1087					511					
v/c Ratio						0.01					0.31					
95% Queue Length, Q ₉₅ (veh)						0.0					1.3					
Control Delay (s/veh)						8.4	0.1				15.2					
Level of Service (LOS)						A	A				C					
Approach Delay (s/veh)					0.9				15.2							
Approach LOS					A				C							

HCS Two-Way Stop-Control Report

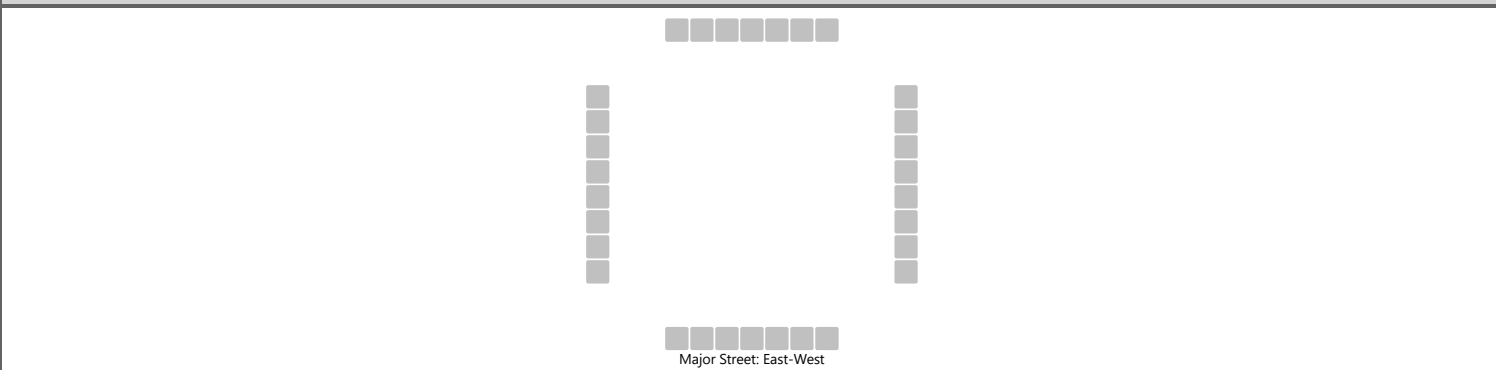
General Information

Analyst	FTG
Agency/Co.	FTG
Date Performed	Apr 2023
Analysis Year	2026
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	11257 (Total)

Site Information

Intersection	Williamsport Pike/Cayce Lane
Jurisdiction	Columbia, TN
East/West Street	Williamsport Pike
North/South Street	Cayce Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			183	247		10	300			197		4				
Percent Heavy Vehicles (%)						0				0		0				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1					7.1		6.2			
Critical Headway (sec)						4.10					6.40		6.20			
Base Follow-Up Headway (sec)						2.2					3.5		3.3			
Follow-Up Headway (sec)						2.20					3.50		3.30			

Delay, Queue Length, and Level of Service

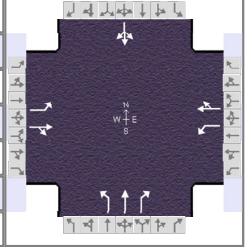
Flow Rate, v (veh/h)						11					218					
Capacity, c (veh/h)						1105					418					
v/c Ratio						0.01					0.52					
95% Queue Length, Q ₉₅ (veh)						0.0					2.9					
Control Delay (s/veh)						8.3	0.1				22.7					
Level of Service (LOS)						A	A				C					
Approach Delay (s/veh)					0.4				22.7							
Approach LOS					A				C							

HCS Signalized Intersection Results Summary

General Information

Agency	FTG		
Analyst	FTG	Analysis Date	4/22/2023
Jurisdiction	Columbia, TN	Time Period	AM Peak Hour
Urban Street	Hampshire Pike	Analysis Year	2026 (Total)
Intersection	Cayce Lane	File Name	2_fuam.xus
Project Description	11257		

Intersection Information



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	14	471	80	83	278	28	76	103	148	109	55	80

Signal Information

Cycle, s	90.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On	Green	2.0	3.5	32.2	16.6	11.8	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	0.0	4.0	4.0	4.0	0.0		
				Red	2.0	0.0	2.0	2.0	2.0	0.0		

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		9.0		12.0
Phase Duration, s	8.0	38.2	11.5	41.6		17.8		22.6
Change Period, (Y+R _c), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.1		3.1
Queue Clearance Time (g _s), s	2.5		5.0			11.4		16.1
Green Extension Time (g _e), s	0.0	0.0	0.1	0.0		0.5		0.4
Phase Call Probability	0.33		0.91			1.00		1.00
Max Out Probability	0.00		0.00			0.06		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	16	641		97	356		88	120	172		284	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1852		1810	1869		1810	1900	1610		1757	
Queue Service Time (g _s), s	0.5	30.6		3.0	12.8		4.0	5.3	9.4		14.1	
Cycle Queue Clearance Time (g _c), s	0.5	30.6		3.0	12.8		4.0	5.3	9.4		14.1	
Green Ratio (g/C)	0.38	0.36		0.42	0.40		0.13	0.13	0.13		0.18	
Capacity (c), veh/h	361	662		204	740		238	250	212		323	
Volume-to-Capacity Ratio (X)	0.045	0.968		0.474	0.481		0.372	0.480	0.814		0.878	
Back of Queue (Q), ft/ln (95 th percentile)	9	613		52.9	238		77.8	107.4	170.6		255.8	
Back of Queue (Q), veh/ln (95 th percentile)	0.4	24.5		2.1	9.5		3.1	4.3	6.8		10.2	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00		0.00	
Uniform Delay (d ₁), s/veh	18.2	28.4		21.7	20.3		35.7	36.2	38.0		35.7	
Incremental Delay (d ₂), s/veh	0.0	28.1		0.6	2.2		0.4	0.5	4.2		4.3	
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0		0.0	
Control Delay (d), s/veh	18.2	56.5		22.4	22.5		36.1	36.8	42.3		40.0	
Level of Service (LOS)	B	E		C	C		D	D	D		D	
Approach Delay, s/veh / LOS	55.5	E		22.5	C		39.1	D		40.0	D	
Intersection Delay, s/veh / LOS	41.1						D					

Multimodal Results

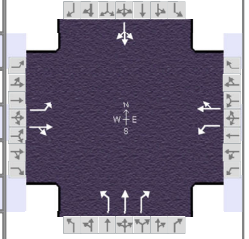
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.11	B		1.68	B		1.95	B		1.94	B	
Bicycle LOS Score / LOS	1.57	B		1.23	A		1.11	A		0.96	A	

HCS Signalized Intersection Results Summary

General Information

Agency	FTG		
Analyst	FTG	Analysis Date	4/22/2023
Jurisdiction	Columbia, TN	Time Period	PM Peak Hour
Urban Street	Hampshire Pike	Analysis Year	2026 (Total)
Intersection	Cayce Lane	File Name	2_fupm.xus
Project Description	11257		

Intersection Information



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	63	382	81	152	490	54	62	84	93	52	160	45

Signal Information

Cycle, s	90.0	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	No	Simult. Gap E/W	On	Green	4.9	1.8	36.3	15.4	7.7	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	0.0	4.0	4.0	4.0	0.0			
				Red	2.0	0.0	2.0	2.0	2.0	0.0			

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		9.0		12.0
Phase Duration, s	10.9	42.3	12.7	44.1		13.7		21.4
Change Period, (Y+R _c), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.1		3.1
Queue Clearance Time (g _s), s	3.9		6.6			7.3		15.0
Green Extension Time (g _e), s	0.1	0.0	0.3	0.0		0.4		0.4
Phase Call Probability	0.81		0.98			1.00		1.00
Max Out Probability	0.00		0.00			0.00		0.00

Movement Group Results

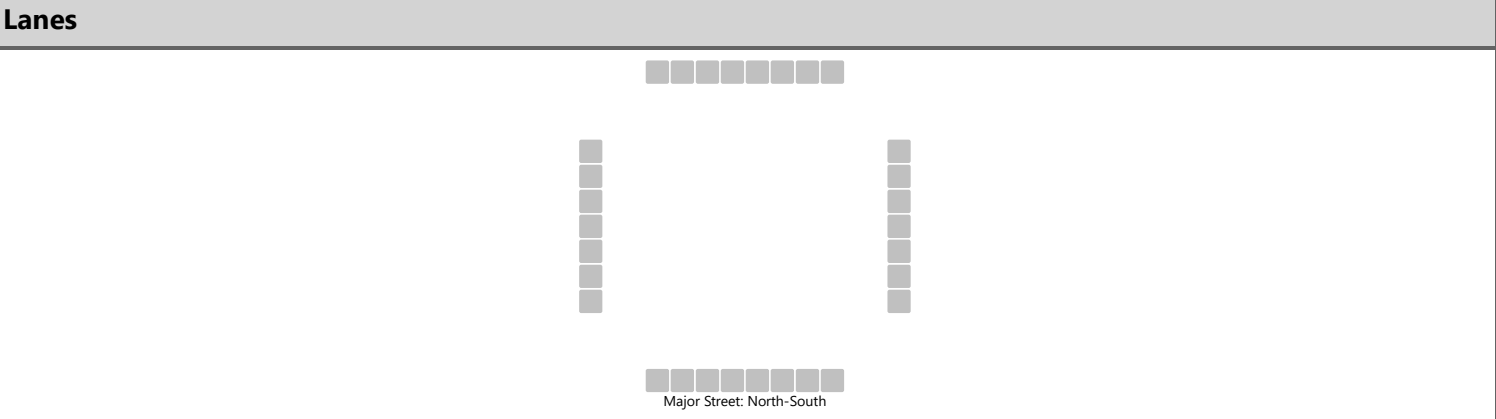
	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	66	487		160	573		65	88	98		271	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1842		1810	1867		1810	1900	1610		1824	
Queue Service Time (g _s), s	1.9	19.3		4.6	23.0		3.1	4.0	5.3		13.0	
Cycle Queue Clearance Time (g _c), s	1.9	19.3		4.6	23.0		3.1	4.0	5.3		13.0	
Green Ratio (g/C)	0.46	0.40		0.48	0.42		0.09	0.09	0.09		0.17	
Capacity (c), veh/h	302	742		388	790		154	162	137		312	
Volume-to-Capacity Ratio (X)	0.220	0.657		0.412	0.725		0.423	0.546	0.713		0.868	
Back of Queue (Q), ft/ln (95 th percentile)	32.2	335.8		77.9	393.4		60.8	83.6	95.9		243.2	
Back of Queue (Q), veh/ln (95 th percentile)	1.3	13.4		3.1	15.7		2.4	3.3	3.8		9.7	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00		0.00	
Uniform Delay (d ₁), s/veh	17.0	21.8		16.0	21.6		39.1	39.5	40.1		36.3	
Incremental Delay (d ₂), s/veh	0.1	4.5		0.3	5.7		0.7	1.1	2.6		2.9	
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0		0.0	
Control Delay (d), s/veh	17.1	26.3		16.3	27.3		39.7	40.6	42.6		39.2	
Level of Service (LOS)	B	C		B	C		D	D	D		D	
Approach Delay, s/veh / LOS	25.2	C		24.9	C		41.2	D		39.2	D	
Intersection Delay, s/veh / LOS	29.4						C					

Multimodal Results

	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.10	B	1.68	B	1.95	B	1.94	B
Bicycle LOS Score / LOS	1.40	A	1.70	B	0.90	A	0.93	A

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	FTG	Intersection	Cayce Lane/Eskew Drive
Agency/Co.	FTG	Jurisdiction	Columbia, TN
Date Performed	Apr 2023	East/West Street	Eskew Drive
Analysis Year	2026	North/South Street	Cayce Lane
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.91
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	11257 (Total)		



Vehicle Volumes and Adjustments																
Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		80		1						1	247				182	36
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways																
Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service																
Flow Rate, v (veh/h)			89							1						
Capacity, c (veh/h)			540							1339						
v/c Ratio			0.16							0.00						
95% Queue Length, Q ₉₅ (veh)			0.6							0.0						
Control Delay (s/veh)			13.0							7.7	0.0					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)	13.0								0.0							
Approach LOS	B								A							

HCS Two-Way Stop-Control Report

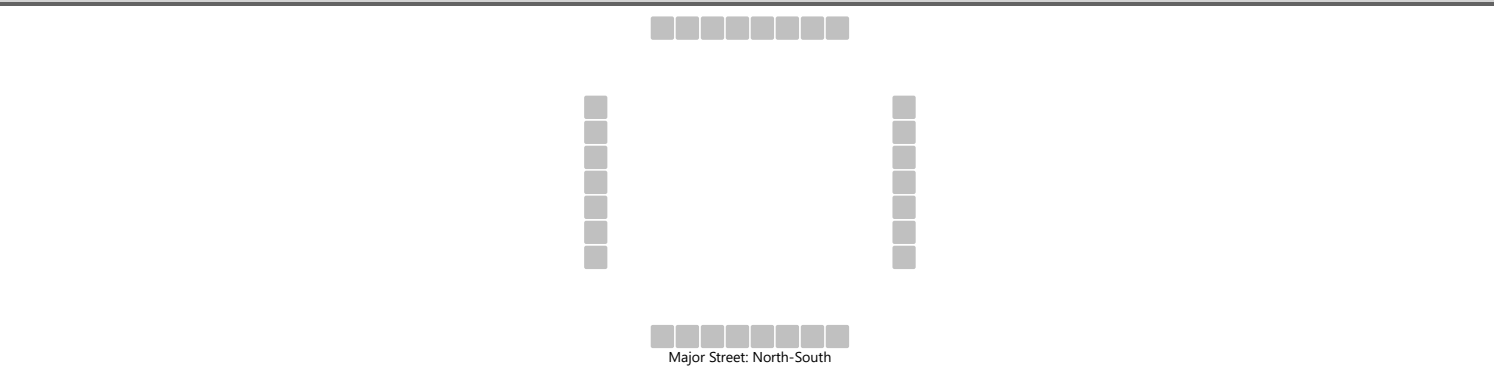
General Information

Analyst	FTG
Agency/Co.	FTG
Date Performed	Apr 2023
Analysis Year	2026
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	11257 (Total)

Site Information

Intersection	Cayce Lane/Eskew Drive
Jurisdiction	Columbia, TN
East/West Street	Eskew Drive
North/South Street	Cayce Lane
Peak Hour Factor	0.87
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		42		2						0	197				312	81
Percent Heavy Vehicles (%)		0		0						0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.40		6.20						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			51							0						
Capacity, c (veh/h)			454							1119						
v/c Ratio			0.11							0.00						
95% Queue Length, Q ₉₅ (veh)			0.4							0.0						
Control Delay (s/veh)			13.9							8.2	0.0					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)	13.9								0.0							
Approach LOS	B								A							

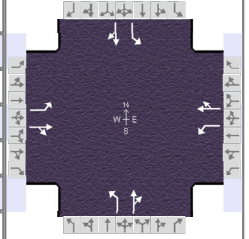
HCS Signalized Intersection Results Summary

General Information

Agency	FTG	Analysis Date	4/22/2023
Analyst	FTG	Analysis Year	2026 (Total)
Jurisdiction	Columbia, TN	File Name	4_fuam.xus
Urban Street	Trotwood Avenue		
Intersection	Cayce Lane/Sunnyside...		
Project Description	11257		

Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.95
Analysis Period	1> 7:00



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	47	746	118	44	376	49	219	97	112	161	88	48

Signal Information

Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		10.0		10.0
Phase Duration, s	11.1	81.3	11.0	81.2		26.3		21.4
Change Period, (Y+R _c), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.1		3.1
Queue Clearance Time (g _s), s	3.7		3.6			19.5		14.9
Green Extension Time (g _e), s	0.1	0.0	0.1	0.0		0.8		0.5
Phase Call Probability	0.85		0.83			1.00		1.00
Max Out Probability	0.00		0.00			0.00		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	49	909		46	447		231	220		169	143	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1854		1810	1861		1810	1733		1810	1787	
Queue Service Time (g _s), s	1.7	62.3		1.6	20.5		17.5	17.4		12.9	10.9	
Cycle Queue Clearance Time (g _c), s	1.7	62.3		1.6	20.5		17.5	17.4		12.9	10.9	
Green Ratio (g/C)	0.57	0.54		0.57	0.54		0.14	0.14		0.11	0.11	
Capacity (c), veh/h	492	997		166	1000		262	251		199	197	
Volume-to-Capacity Ratio (X)	0.100	0.912		0.279	0.448		0.880	0.877		0.850	0.727	
Back of Queue (Q), ft/ln (95 th percentile)	30.4	973.3		33.2	349.6		321.9	309.8		252.3	215.7	
Back of Queue (Q), veh/ln (95 th percentile)	1.2	38.9		1.3	14.0		12.9	12.4		10.1	8.6	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
Uniform Delay (d ₁), s/veh	14.6	29.3		28.9	19.7		58.7	58.6		61.2	60.3	
Incremental Delay (d ₂), s/veh	0.0	13.8		0.3	1.4		3.8	3.8		3.9	1.9	
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	14.7	43.2		29.2	21.2		62.5	62.5		65.0	62.2	
Level of Service (LOS)	B	D		C	C		E	E		E	E	
Approach Delay, s/veh / LOS	41.7	D		22.0	C		62.5	E		63.7	E	
Intersection Delay, s/veh / LOS	44.6						D					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.91	B		1.91	B		1.97	B		1.96	B	
Bicycle LOS Score / LOS	2.07	B		1.30	A		1.23	A		1.00	A	

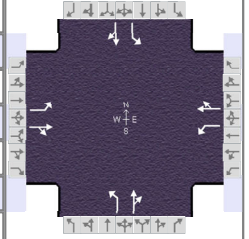
HCS Signalized Intersection Results Summary

General Information

Agency	FTG	Analysis Date	4/22/2023
Analyst	FTG	Analysis Year	2026 (Total)
Jurisdiction	Columbia, TN	File Name	4_fupm.xus
Urban Street	Trotwood Avenue		
Intersection	Cayce Lane/Sunnyside...		
Project Description	11257		

Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.97
Analysis Period	1> 7:00



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	54	450	128	136	759	88	182	108	90	106	82	69

Signal Information

Cycle, s	140.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	1.1	4.0	1.1	4.0		10.0		10.0
Phase Duration, s	11.3	81.8	13.0	83.5		24.6		20.6
Change Period, (Y+R _c), s	6.0	6.0	6.0	6.0		6.0		6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0		3.1		3.1
Queue Clearance Time (g _s), s	3.9		6.8			18.0		14.2
Green Extension Time (g _e), s	0.1	0.0	0.2	0.0		0.7		0.4
Phase Call Probability	0.89		1.00			1.00		1.00
Max Out Probability	0.00		0.00			0.00		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	56	596		140	873		188	204		109	156	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1827		1810	1865		1810	1756		1810	1756	
Queue Service Time (g _s), s	1.9	31.1		4.8	55.0		14.0	16.0		8.1	12.2	
Cycle Queue Clearance Time (g _c), s	1.9	31.1		4.8	55.0		14.0	16.0		8.1	12.2	
Green Ratio (g/C)	0.58	0.54		0.59	0.55		0.13	0.13		0.10	0.10	
Capacity (c), veh/h	214	989		408	1032		241	234		189	183	
Volume-to-Capacity Ratio (X)	0.260	0.603		0.343	0.846		0.780	0.874		0.580	0.851	
Back of Queue (Q), ft/ln (95 th percentile)	34.2	490.9		86.5	844.9		266.8	292.4		167.2	237	
Back of Queue (Q), veh/ln (95 th percentile)	1.4	19.6		3.5	33.8		10.7	11.7		6.7	9.5	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
Uniform Delay (d ₁), s/veh	24.8	21.9		16.8	26.3		58.7	59.5		59.8	61.6	
Incremental Delay (d ₂), s/veh	0.2	2.7		0.2	8.5		2.1	4.0		1.0	4.2	
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	25.0	24.6		17.0	34.8		60.8	63.5		60.8	65.9	
Level of Service (LOS)	C	C		B	C		E	E		E	E	
Approach Delay, s/veh / LOS	24.6	C		32.3	C		62.2	E		63.8	E	
Intersection Delay, s/veh / LOS	38.8						D					

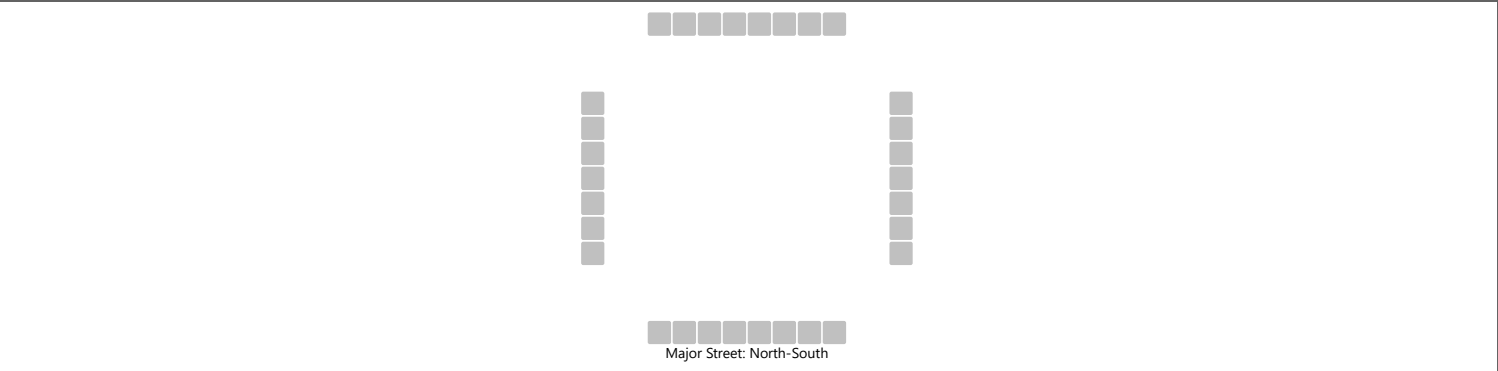
Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.91	B		1.90	B		1.97	B		1.96	B	
Bicycle LOS Score / LOS	1.56	B		2.16	B		1.13	A		0.92	A	

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	FTG	Intersection	Cayce Lane/N. Project
Agency/Co.	FTG	Jurisdiction	Columbia, TN
Date Performed	Apr 2023	East/West Street	North Project Access
Analysis Year	2026	North/South Street	Cayce Lane
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.90
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	11257 (Total)		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						6		29			219	2		9	174	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)					0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.40		6.20						4.10		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.50		3.30						2.20		

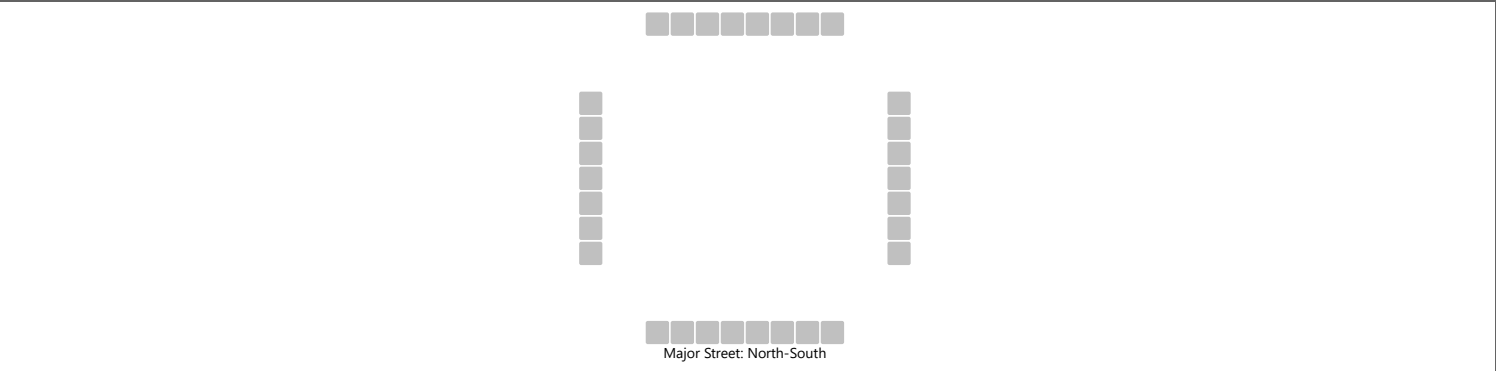
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						39								10		
Capacity, c (veh/h)						745								1332		
v/c Ratio						0.05								0.01		
95% Queue Length, Q ₉₅ (veh)						0.2								0.0		
Control Delay (s/veh)						10.1								7.7	0.1	
Level of Service (LOS)						B								A	A	
Approach Delay (s/veh)					10.1								0.4			
Approach LOS					B								A			

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	FTG	Intersection	Cayce Lane/N. Project
Agency/Co.	FTG	Jurisdiction	Columbia, TN
Date Performed	Apr 2023	East/West Street	North Project Access
Analysis Year	2026	North/South Street	Cayce Lane
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.90
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	11257 (Total)		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						4		19			178	6		33	281	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)					0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.40		6.20						4.10		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.50		3.30						2.20		

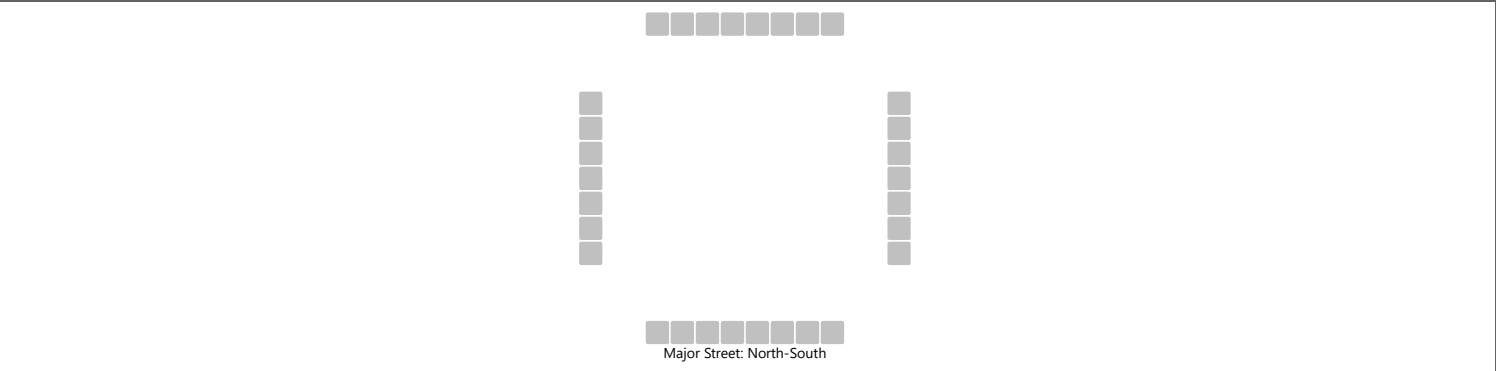
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						26								37		
Capacity, c (veh/h)						738								1379		
v/c Ratio						0.03								0.03		
95% Queue Length, Q ₉₅ (veh)						0.1								0.1		
Control Delay (s/veh)						10.1								7.7	0.2	
Level of Service (LOS)						B								A	A	
Approach Delay (s/veh)					10.1								1.0			
Approach LOS					B								A			

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	FTG	Intersection	Cayce Lane/S. Project
Agency/Co.	FTG	Jurisdiction	Columbia, TN
Date Performed	Apr 2023	East/West Street	South Project Access
Analysis Year	2026	North/South Street	Cayce Lane
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.90
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	11257 (Total)		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						17		6			215	6		2	178	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)					0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

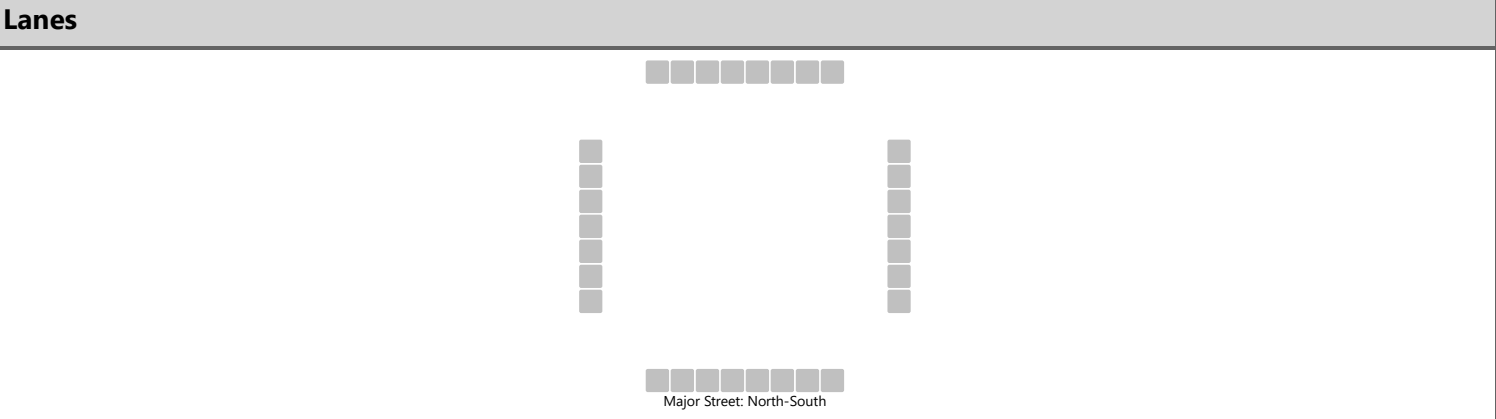
Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.40		6.20						4.10		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.50		3.30						2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						26								2		
Capacity, c (veh/h)						620								1332		
v/c Ratio						0.04								0.00		
95% Queue Length, Q ₉₅ (veh)						0.1								0.0		
Control Delay (s/veh)						11.1								7.7	0.0	
Level of Service (LOS)						B								A	A	
Approach Delay (s/veh)					11.1								0.1			
Approach LOS					B								A			

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	FTG	Intersection	Cayce Lane/S. Project
Agency/Co.	FTG	Jurisdiction	Columbia, TN
Date Performed	Apr 2023	East/West Street	South Project Access
Analysis Year	2026	North/South Street	Cayce Lane
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.90
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	11257 (Total)		



Vehicle Volumes and Adjustments																
Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						11		4			180	20		6	279	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)					0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways																
Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.40		6.20						4.10		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.50		3.30						2.20		

Delay, Queue Length, and Level of Service																
Flow Rate, v (veh/h)						17								7		
Capacity, c (veh/h)						566								1359		
v/c Ratio						0.03								0.00		
95% Queue Length, Q ₉₅ (veh)						0.1								0.0		
Control Delay (s/veh)						11.6								7.7	0.0	
Level of Service (LOS)						B								A	A	
Approach Delay (s/veh)					11.6								0.2			
Approach LOS					B								A			

**APPENDIX C
TRIP GENERATION**

TRIP GENERATION CALCULATIONS - Single-Family Homes Detached

The following calculations are based on the data compiled for ITE Land Use Code 210.

Average Daily Traffic

$$\ln(T) = 0.92 \ln(X) + 2.68$$

$$\ln(T) = 0.92 \ln(104) + 2.68$$

$$T = 1,046 \text{ vehicles}$$

$$\text{Enter} = 0.50 (1,046) = 523 \text{ vehicles}$$

$$\text{Exit} = 0.50 (1,046) = 523 \text{ vehicles}$$

AM traffic during peak hour of adjacent street

$$\ln(T) = 0.91 \ln(X) + 0.12$$

$$\ln(T) = 0.91 \ln(104) + 0.12$$

$$T = 77 \text{ vehicles}$$

$$\text{Enter} = 0.25 (77) = 19 \text{ vehicles}$$

$$\text{Exit} = 0.75 (77) = 58 \text{ vehicles}$$

PM traffic during peak hour of adjacent street

$$\ln(T) = 0.94 \ln(X) + 0.27$$

$$\ln(T) = 0.94 \ln(104) + 0.27$$

$$T = 103 \text{ vehicles}$$

$$\text{Enter} = 0.63 (103) = 65 \text{ vehicles}$$

$$\text{Exit} = 0.37 (103) = 38 \text{ vehicles}$$

APPENDIX D
RELEVANT PAGES FROM NCHRP REPORT 457:
ENGINEERING STUDY GUIDE FOR EVALUATING INTERSECTION IMPROVEMENTS

NCHRP

REPORT 457

**NATIONAL
COOPERATIVE
HIGHWAY
RESEARCH
PROGRAM**

Evaluating Intersection Improvements: An Engineering Study Guide

TRANSPORTATION RESEARCH BOARD

NATIONAL RESEARCH COUNCIL

can also indirectly reduce the delay to the left-turn or through movements by lessening their need to compete for service with the right-turn movement.

One disadvantage of adding a lane to the minor-road approach is that it may require reallocating the existing pavement or widening of the approach cross section. Sometimes the pavement width needed for the additional lane is available within the existing roadway cross section. In this instance, the only impact is a reallocation of the paved surface through modification of the pavement markings. However, in downtown settings this reallocation may require the removal of some curb parking stalls and can affect adjacent business significantly. Occasionally, the cross section must be widened to provide for the additional lane. If the needed lane width can be provided within the available right-of-way, the cost may be limited to that of construction. However, if additional right-of-way is needed, the costs of acquiring this property in urban settings can be high.

Guidance. The literature does not offer guidance regarding conditions where a second approach lane would benefit from the operation of a minor-road approach. However, the procedures in Chapter 17 of the *Highway Capacity Manual 2000* (15) can be used to identify major- and minor- road volume combinations that would benefit operationally from the provision of a second approach lane or bay. Bonneson and Fontaine (20) developed Figure 2-4 using these procedures and an assumed upper limit of 0.7 for the shared-lane, minor-road volume-to-capacity ratio.

Application. Figure 2-4 indicates the conditions that may justify the use of two approach lanes. Use of the information in this figure requires two types of data:

1. Major-road approach volume for the peak hour of the average day and
2. Minor-road turn movement volume for the peak hour of the average day (used to compute right-turn percentage).

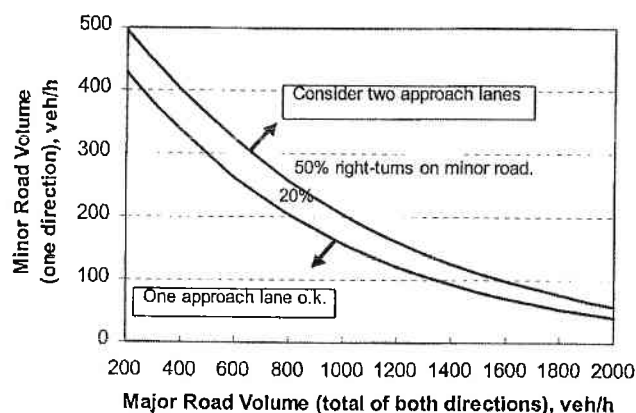


Figure 2-4. Guideline for determining minor-road approach geometry at two-way stop-controlled intersections.

Figure 2-4 would be used once for each minor-road approach to the intersection. The appropriate trend line would be identified on the basis of the percentage of right-turns on the subject minor-road approach. If the volume combination for the major and minor roads intersects above or to the right of this trend line, a second traffic lane should be considered for the subject minor-road approach. If a bay is selected for addition to the intersection, it should be long enough to store vehicles 95 percent of the time (i.e., the bay should not overflow more than 5 percent of the time). Techniques for estimating the 95th percentile storage length are provided in the section, [Increase the Length of the Turn Bay](#).

Add a Left-Turn Bay on the Major Road

Introduction. Provision of a left-turn bay on the major road to a two-way stop-controlled intersection can significantly improve operations and safety at the intersection. A left-turn bay effectively separates those vehicles that are slowing or stopped to turn from those vehicles in through traffic lanes. This separation minimizes turn-related crashes and eliminates unnecessary delay to through vehicles. Data reported by Neuman (21) indicate that the crash rate for unsignalized intersections can be reduced by 35 to 75 percent through the provision of a left-turn bay.

One disadvantage of adding a bay to the major-road approach is that it may require reallocating the existing pavement or widening of the approach cross section. Sometimes the pavement width needed for the additional lane is available within the existing roadway cross section. However, in downtown settings this reallocation may require the removal of some curb parking stalls and can affect adjacent business significantly. Occasionally, the cross section must be widened to provide for the turn bay. If the needed width can be provided within the available right-of-way, the cost may be limited to that of construction. However, if additional right-of-way is needed, the costs of acquiring this property in urban settings can be high.

Guidance. Neuman (21) suggests that the following guidelines should be used to determine when to provide a left-turn bay on the major road of a two-way stop-controlled intersection:

1. A left-turn lane should be considered at any median crossover on a divided, high-speed road.
2. A left-turn lane should be provided on the unstopped approach of a high-speed rural highway when it intersects with other arterials or collectors.
3. A left-turn lane is recommended on the unstopped approach of any intersection when the combination of intersection volumes intersect above or to the right of the appropriate trend line shown in Figure 2-5.

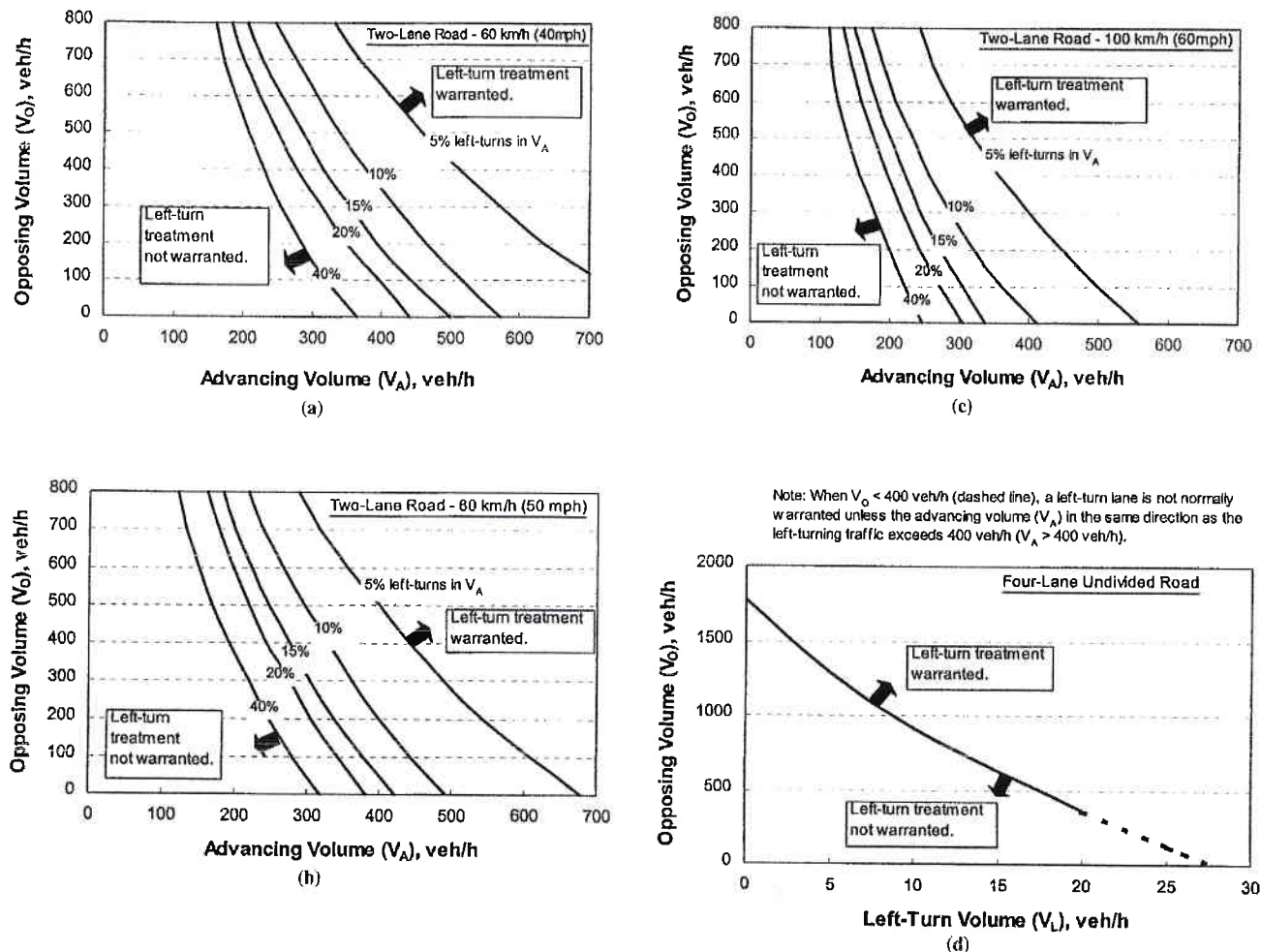


Figure 2-5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

Application. The guidance stated in the preceding section defines the conditions that may justify the provision of a left-turn bay. Application of this guidance requires two types of data:

1. Major-road turn movement volume for the peak hour of the average day and
2. Major-road 85th percentile speed (posted speed can be substituted if data are unavailable).

Use of Figure 2-5 requires determination of the opposing volume, the advancing volume, and the operating speed. The opposing volume should include only the right-turn and through movements on the approach across from (and heading in the opposite direction of) the subject major-road approach. The advancing volume should include the left-turn, right-turn, and through movements on the subject approach. The operating speed can be estimated as the 85th percentile speed. If the operating speed does not coincide with 60, 80, or 100 km/h (i.e., 40, 50, or 60 mph), then interpolation can

be used or, as a more conservative approach, the operating speed can be rounded up to the nearest speed for which a figure is provided.

In application, Figure 2-5 is used once for each major-road approach to the intersection. The appropriate trend line is identified on the basis of the percentage of left-turns on the subject major-road approach. If the advancing and opposing volume combination intersects above or to the right of this trend line, a left-turn bay should be considered for the subject approach. If a bay is included at the intersection, it should be long enough to store left-turn vehicles 99.5 percent of the time (i.e., the bay should not overflow more than 0.5 percent of the time). Techniques for estimating this storage length are provided in the section, [Increase the Length of the Turn Bay](#).

Add a Right-Turn Bay on the Major Road

Introduction. Provision of a right-turn bay on the major road to a two-way stop-controlled intersection can signifi-

cantly improve operations and safety at the intersection. A right-turn bay effectively separates those vehicles that are slowing or stopped to turn from those vehicles in the through traffic lanes. This separation minimizes turn-related collisions (e.g., angle, rear-end, and same-direction-sideswipe) and eliminates unnecessary delay to through vehicles.

One disadvantage of adding a bay to the major-road approach is that it may require reallocating the existing pavement or widening of the approach cross section. Sometimes the pavement width needed for the additional lane is available within the existing roadway cross section. However, in downtown settings this reallocation may require the removal of some curb parking stalls and can affect adjacent business significantly. Occasionally, the cross section must be widened to provide for the turn bay. If the needed width can be provided within the available right-of-way, the cost may be limited to that of construction. However, if additional right-of-way is needed, the costs of acquiring this property in urban settings can be high.

Guidance. Hasan and Stokes (22) developed guidelines for determining when to provide a right-turn bay on the major road of a two-way stop-controlled intersection. These guidelines were based on an evaluation of the operating and collision costs associated with the right-turn maneuver relative to the cost of constructing a right-turn bay. The operating costs included those of road-user fuel and delay. Separate guidelines were developed for two-lane and four-lane roadways. These guidelines are shown in Figure 2-6.

Application. The guidance described in the preceding section defines conditions that may justify the provision of a right-turn bay. Application of this guidance requires two types of data:

1. Major-road turn movement volume for the peak hour of the average day and
2. Major-road 85th percentile speed (posted speed can be substituted if data are unavailable).

Figure 2-6 should be consulted once for each major-road approach. If the combination of major-road approach volume and right-turn volume intersects above or to the right of the trend line corresponding to the major-road operating speed, then a right-turn bay is a viable alternative.

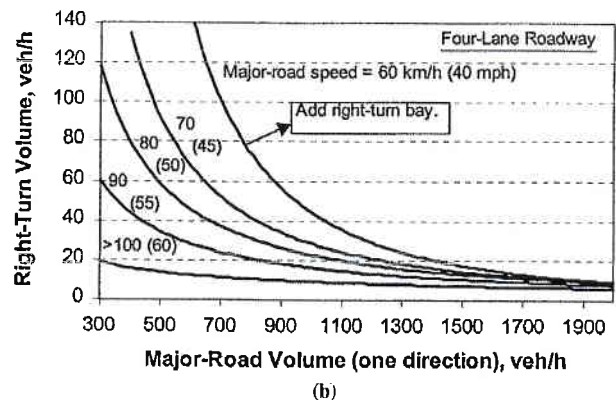
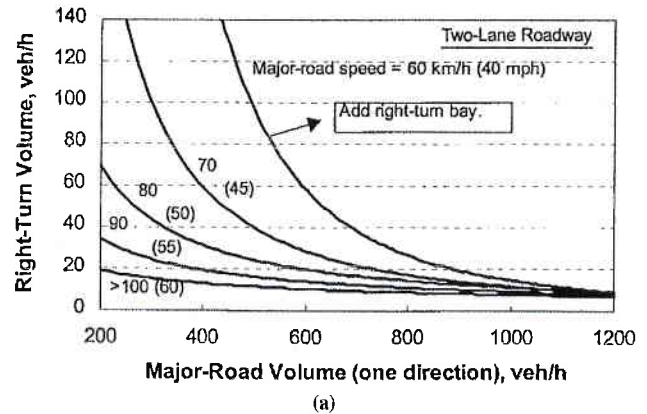


Figure 2-6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

Increase Length of Turn Bay

Introduction. Turn bay length can affect the safety and operation of the intersection approach significantly. This effect becomes more negative as the frequency with which vehicles exceed the available storage increases. Also, for unstopped approaches, this effect becomes more negative as more of the turning vehicle's deceleration occurs in the through lane, prior to the bay. The need to provide adequate storage length, deceleration length, or both is dependent on the type of approach control used and whether the vehicle is turning left or right. Table 2-13 identifies the appropriate bay

TABLE 2-13 Turn-bay length components at unsignalized intersections

Approach Control	Length Components	
	Left-Turn Bay	Right-Turn Bay
Unstopped	Storage Length + Deceleration Length	Deceleration Length
Stopped	Storage Length	Storage Length

Preliminary Drainage System Calculations

For

6218 Cayce Lane

Located on

6218 Cayce Lane

Columbia, Tennessee

May 3, 2023

Prepared For:

**KCS Property, LLC
1985 Ridgecrest Drive
Columbia, TN 38401**

Prepared By:



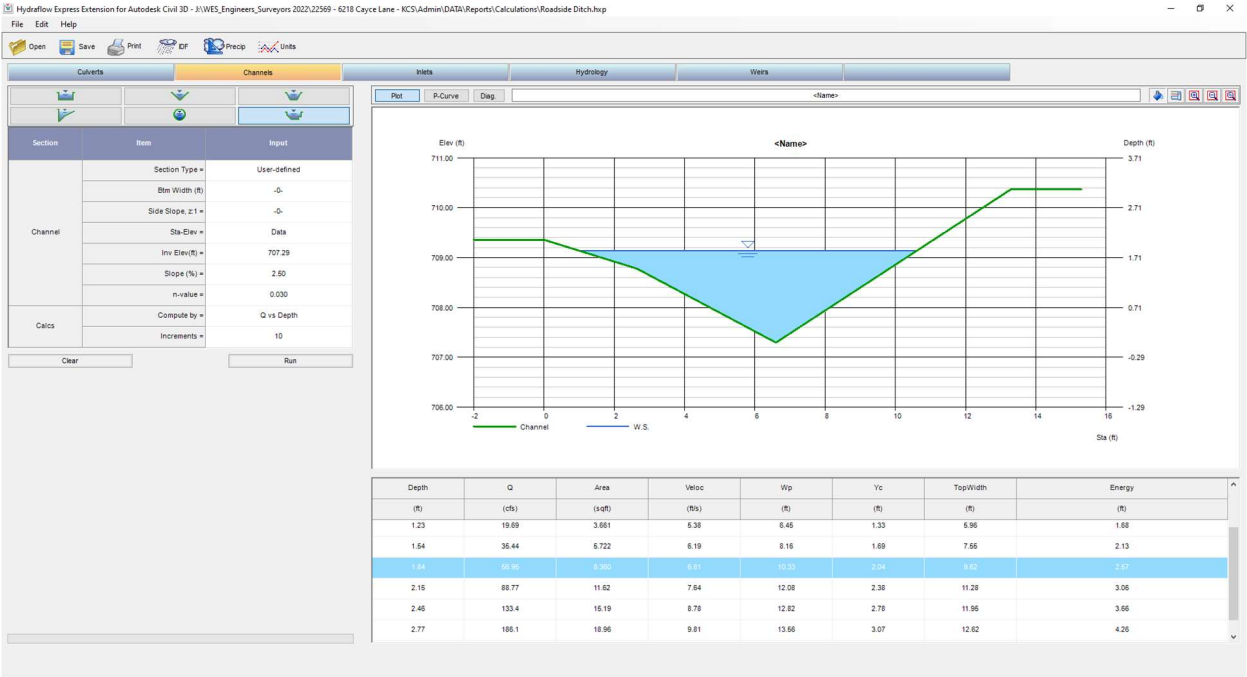
**ENGINEERS & SURVEYORS
2486 Nashville Highway
Columbia, TN 38401
(931) 388-2329**

Roadside Ditch

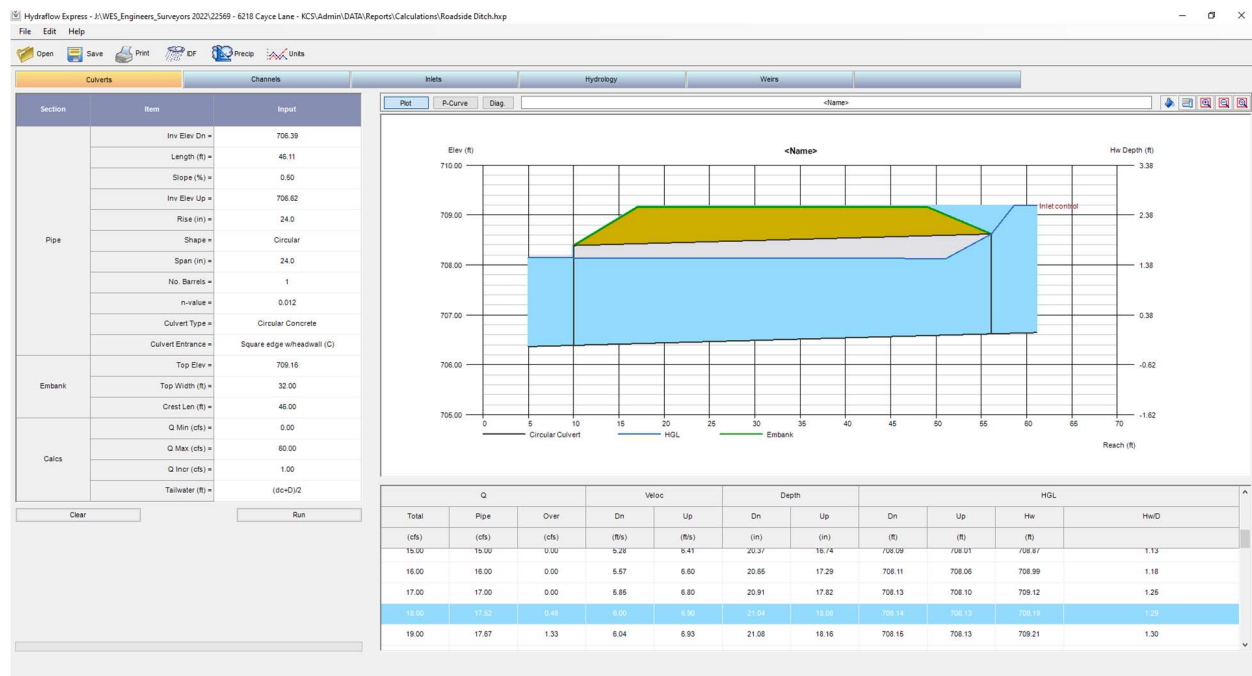
Flow through Ditch

<i>Storm Event</i>	<i>Rainfall</i>	<i>Rainfall</i>	<i>Pre-Developed</i>
(YR)	IN (24-HR)	IN (6-HR)	Flow (CFS)
2	3.39	2.31	3.64
5	4.50	3.30	11.20
10	5.23	3.96	19.34
25	6.16	4.79	33.94
50	6.85	5.41	44.45
100	7.53	6.02	56.53

Worst case with full depth along ditch line



Pipe at existing driveway for project

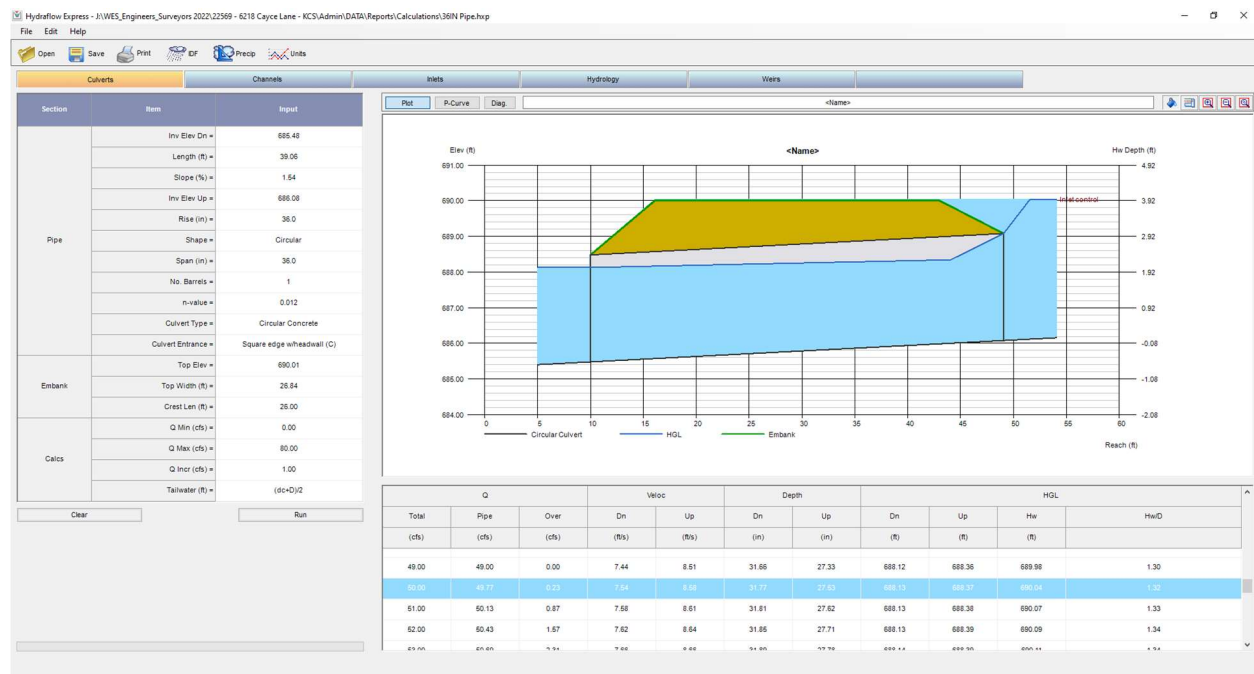


Overtops driveway at 10-yr storm event

Completely overtops ditch for approximately 250' beginning approximately 240' south of existing entrance

Flow through 36" Pipe under Cayce

<i>Storm Event</i>	<i>Rainfall</i>	<i>Rainfall</i>	<i>Pre-Developed</i>
(YR)	IN (24-HR)	IN (6-HR)	Flow (CFS)
2	3.39	2.31	5.60
5	4.50	3.30	16.54
10	5.23	3.96	27.88
25	6.16	4.79	47.84
50	6.85	5.41	62.09
100	7.53	6.02	78.42



Cayce Lane overtops at approximately 25-YR Storm

Preliminary Proposed Detention Pond

<i>Storm Event</i>	<i>Rainfall</i>	<i>Rainfall</i>	<i>Post-Developed</i>	<i>Pre-Developed</i>	<i>Total Proposed Runoff</i>	<i>Basin Elevation</i>
(YR)	IN (24-HR)	IN (6-HR)	Flow (CFS)	Flow (CFS)	CFS	FT
2	3.39	2.31	43.69	10.16	0.31	678.80
5	4.50	3.30	87.59	34.15	1.32	680.20
10	5.23	3.96	128.64	59.18	5.57	680.65
25	6.16	4.79	195.81	104.99	23.33	681.78
50	6.85	5.41	241.56	138.03	30.95	682.78
100	7.53	6.02	292.55	176.00	35.94	683.91

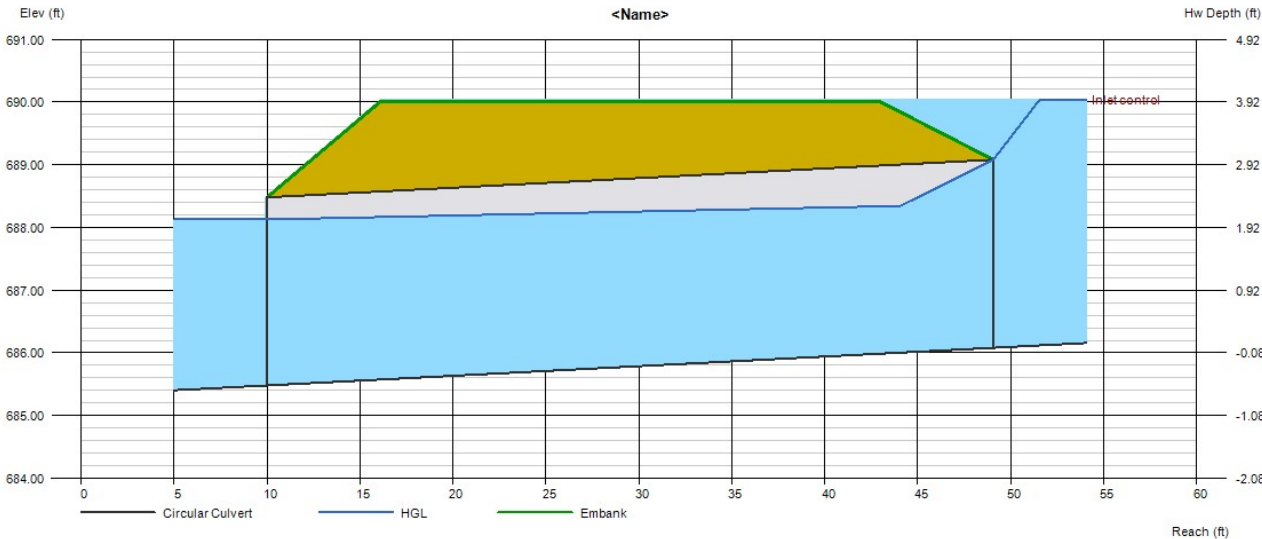
Culvert Report

36IN PIPE CROSSING

Invert Elev Dn (ft)	=	685.48
Pipe Length (ft)	=	39.06
Slope (%)	=	1.54
Invert Elev Up (ft)	=	686.08
Rise (in)	=	36.0
Shape	=	Circular
Span (in)	=	36.0
No. Barrels	=	1
n-Value	=	0.012
Culvert Type	=	Circular Concrete
Culvert Entrance	=	Square edge w/headwall (C)
Coeff. K,M,c,Y,k	=	0.0098, 2, 0.0398, 0.67, 0.5

Embankment	
Top Elevation (ft)	= 690.01
Top Width (ft)	= 26.84
Crest Width (ft)	= 26.00

Calculations	
Qmin (cfs)	= 0.00
Qmax (cfs)	= 80.00
Tailwater Elev (ft)	= (dc+D)/2
Highlighted	
Qtotal (cfs)	= 50.00
Qpipe (cfs)	= 49.77
Qovertop (cfs)	= 0.23
Veloc Dn (ft/s)	= 7.54
Veloc Up (ft/s)	= 8.58
HGL Dn (ft)	= 688.13
HGL Up (ft)	= 688.37
Hw Elev (ft)	= 690.04
Hw/D (ft)	= 1.32
Flow Regime	= Inlet Control



Channel Report

Cayce Lane Ditch Section

User-defined

Invert Elev (ft) = 707.29
Slope (%) = 2.50
N-Value = Composite

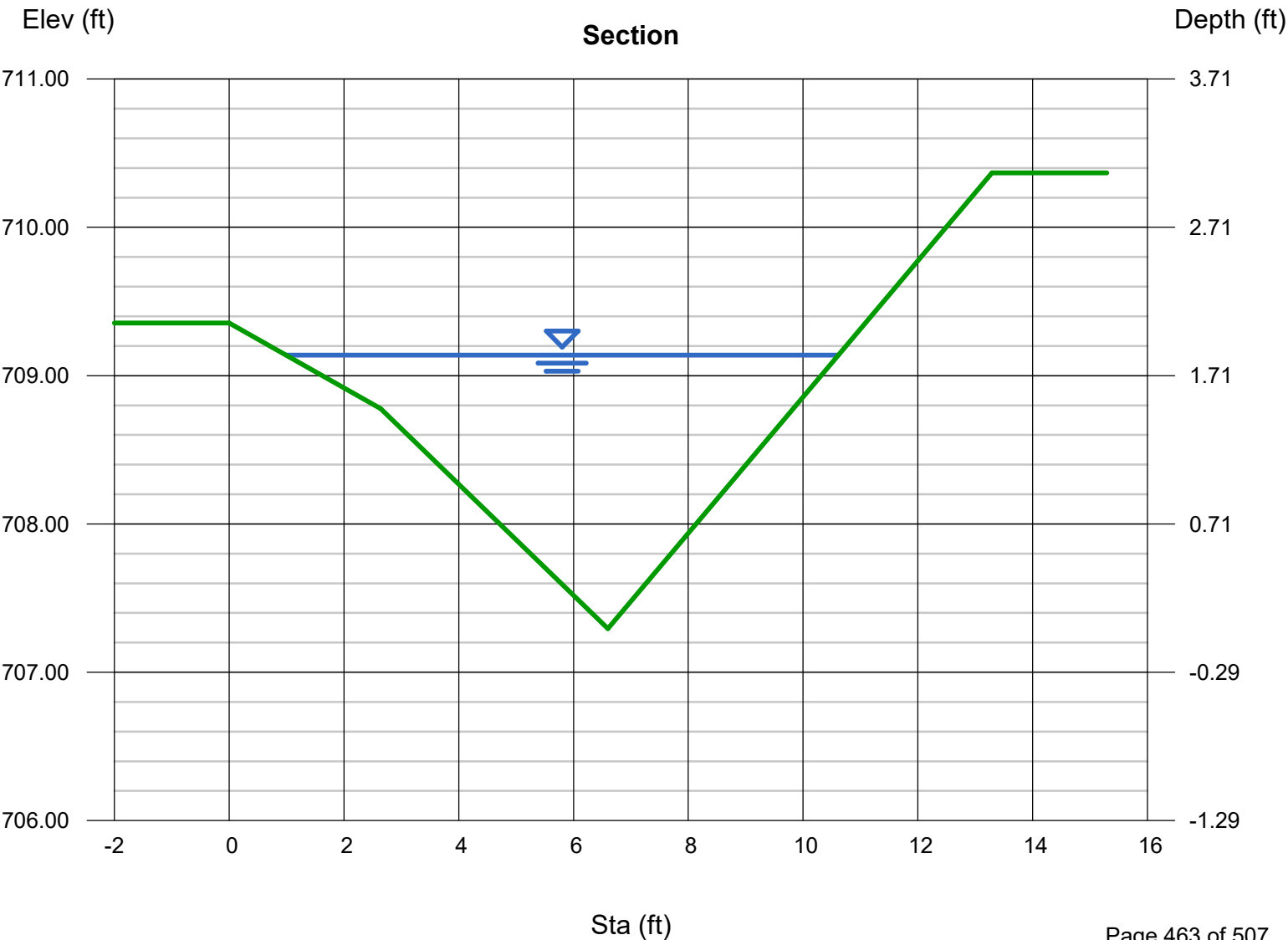
Calculations

Compute by: Q vs Depth
No. Increments = 10

Highlighted

Depth (ft) = 1.84
Q (cfs) = 56.95
Area (sqft) = 8.36
Velocity (ft/s) = 6.81
Wetted Perim (ft) = 10.33
Crit Depth, Yc (ft) = 2.04
Top Width (ft) = 9.62
EGL (ft) = 2.57

(Sta, El, n)-(Sta, El, n)...
(0.00, 709.36)-(2.64, 708.78, 0.030)-(6.60, 707.29, 0.030)-(13.29, 710.37, 0.030)



Pond Report

6

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Wednesday, 05 / 3 / 2023

Pond No. 1 - Pond A

Pond Data

Trapezoid -Bottom L x W = 225.0 x 175.0 ft, Side slope = 3.00:1, Bottom elev. = 677.00 ft, Depth = 8.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	677.00	39,375	0	0
0.80	677.80	41,318	32,274	32,274
1.60	678.60	43,307	33,847	66,121
2.40	679.40	45,342	35,457	101,578
3.20	680.20	47,424	37,103	138,681
4.00	681.00	49,551	38,787	177,468
4.80	681.80	51,724	40,507	217,975
5.60	682.60	53,944	42,264	260,239
6.40	683.40	56,210	44,058	304,298
7.20	684.20	58,521	45,889	350,187
8.00	685.00	60,879	47,757	397,944

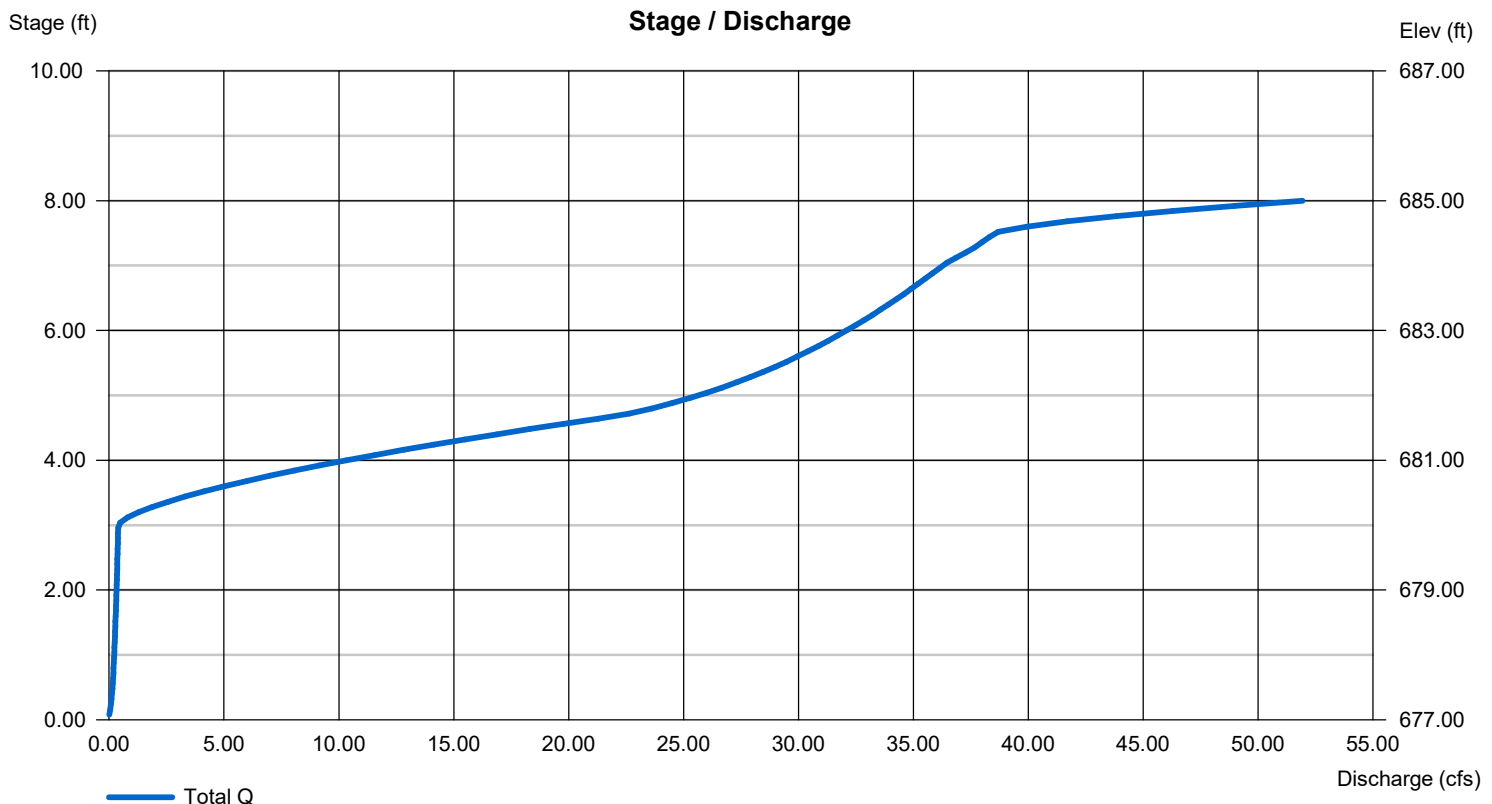
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 24.00	3.00	0.00	0.00
Span (in)	= 24.00	3.00	0.00	0.00
No. Barrels	= 1	1	0	0
Invert El. (ft)	= 676.90	677.00	0.00	0.00
Length (ft)	= 24.00	0.00	0.00	0.00
Slope (%)	= 1.00	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	Yes	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 16.00	3.00	10.00	0.00
Crest El. (ft)	= 684.00	680.00	684.50	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= 1	Rect	Ciplti	---
Multi-Stage	= Yes	Yes	No	No
Exfil.(in/hr)	= 0.000 (by Contour)			
TW Elev. (ft)	= 0.00			

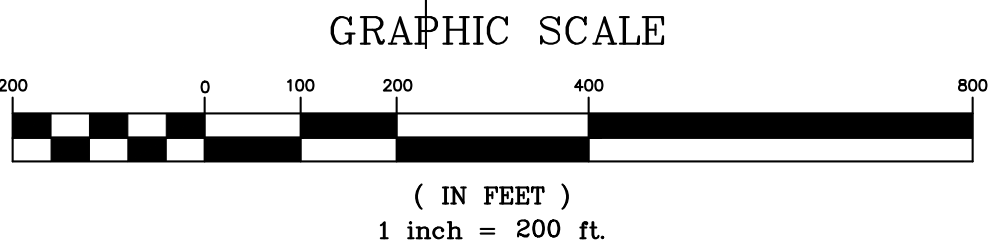
Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



DRAINAGE AREA MAP



LEGEND	
EXISTING	PROPOSED
WATER MAIN	WATER MAIN
SANITARY SEWER	SANITARY SEWER
STORM SEWER	STORM SEWER
OVERHEAD	OVERHEAD
FENCE	FENCE
GAS	GAS
DRAINAGE DITCH	DRAINAGE DITCH
TREE PROTECTION FENCE	TREE PROTECTION FENCE
BIOM	BIOM
UTILITY POLE	UTILITY POLE
IRON PIN SET	IRON PIN SET
EXISTING IRON PIN	EXISTING IRON PIN
CONCRETE MONUMENT	CONCRETE MONUMENT
DECIDUOUS TREE	DECIDUOUS TREE
GATE VALVE IN BOX	GATE VALVE IN BOX
LIGHT POLE	LIGHT POLE
BENCHMARK	BENCHMARK
TREE LINE	TREE LINE
STORM STRUCTURE LABEL	STORM STRUCTURE LABEL
ASPHALT	ASPHALT
CONCRETE	CONCRETE
# PARKING SPACES	# PARKING SPACES



SUBMITTED FOR MUNICIPAL APPROVAL
NOT FOR CONSTRUCTION

22569		Job No.	MP-1
Drawn: RP	Checked: GV	Scale: Vertical: 1"=100'	
Approved: GV	Date: Nov. 21, 2022		
CAYCE LANE		Client	
6218 CAYCE LANE		KCS PROPERTY, LLC	
COLUMBIA, MAURY COUNTY, TENNESSEE		1985 Ridgcrest Drive	
PRELIMINARY CONCEPT SKETCH		Columbia, TN 38401	
		Revisions	
		DATE	
		© 2023	
		WES E ENGINEERS & SURVEYORS	
		CIVIL ENGINEERS & LAND SURVEYORS	
		2486 NASHVILLE HIGHWAY	
		COLUMBIA, TN 38401	
		PHONE: (931) 388-2329	
		www.wesengineers.com	



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: 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: _____

This Instrument Prepared By:
K. Brian Hay, Attorney at Law
 104 W. 6th Street, Ste. 200
 Columbia, TN 38401

22000200

2 PGS:AL-WARRANTY DEED	
BECKY BATCH: 266402	01/04/2022 - 10:20 AM
VALUE	30000.00
MORTGAGE TAX	0.00
TRANSFER TAX	111.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	124.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

Name and Address of New Owner:	Name and Address of Entity Responsible for Payment of Real Property Taxes
Property Solutions Construction, LLC	<i>new owner</i>
<i>405 Cemetery Ave</i>	
<i>Cookeville, TN 38506</i>	

WARRANTY DEED

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, **Earl G. McKee** (*herein called "Grantor"*), has this day bargained and sold, transferred and conveyed and by these presents does bargain, sell, transfer and convey unto **Property Solutions Construction LLC, a Tennessee limited liability company** (*herein called "Grantee"*) the following described property situated and located in Maury County, Tennessee, to wit:

SITUATE in the NINTH (9TH) Civil District of Maury County, Tennessee and being more particularly described as follows:

Bounded on the North by Huckaby; South by West 18th Street; on the East by Gant (now Early West) and on the West by Jones, being a lot with the approximate dimensions of 150 feet by 112 feet, and known as 106-108 West 18th Street.

BEING the same property conveyed to Earl G. McKee by instrument of record in Book 1157 at page 557 in the Maury County, Tennessee Register of Deeds office.

Tax Parcel #100M-C-18.00

The property description used herein above is the same as contained in the last deed of reference and no new boundary survey is available.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto appertaining unto Grantee, its successors and assigns in fee simple forever.

Grantor covenants that Grantor is lawfully seized and possessed of said real estate, has full power and lawful authority to sell and convey the same; that the title thereto is free, clear and unencumbered except for easements and restrictions, if any, of record in the Maury County, Tennessee Register of Deeds office; and, Grantor will forever warrant and defend the same against the lawful claims of all persons whomsoever.

The words "Grantor" and "Grantee" shall include their respective successors and assigns where the context requires or permits.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 28th day of December, 2021

GRANTOR:

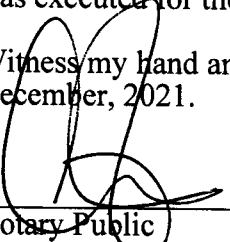
Earl G. McKee
Earl G. McKee

Return to:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212
FILE #: 1100210

STATE OF TENNESSEE
COUNTY OF MAURY

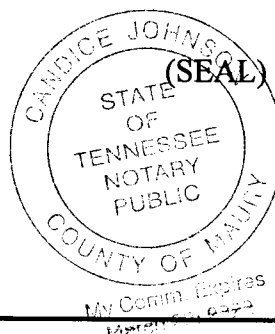
Before me, the undersigned, a Notary Public in and for the aforesaid state and county, personally appeared **Earl G. McKee**, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed 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

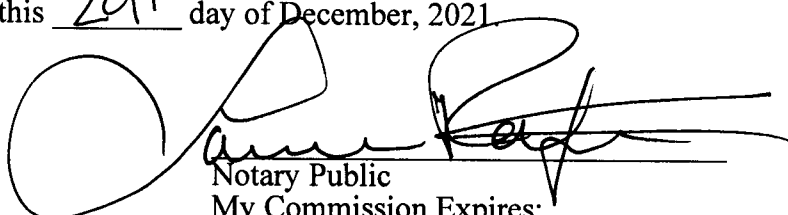


I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for the transfer or the value of the property transferred, whichever is greater, is **\$30,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.



Affiant

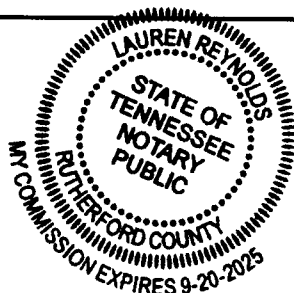
Subscribed and sworn to before me this 20th day of December, 2021.

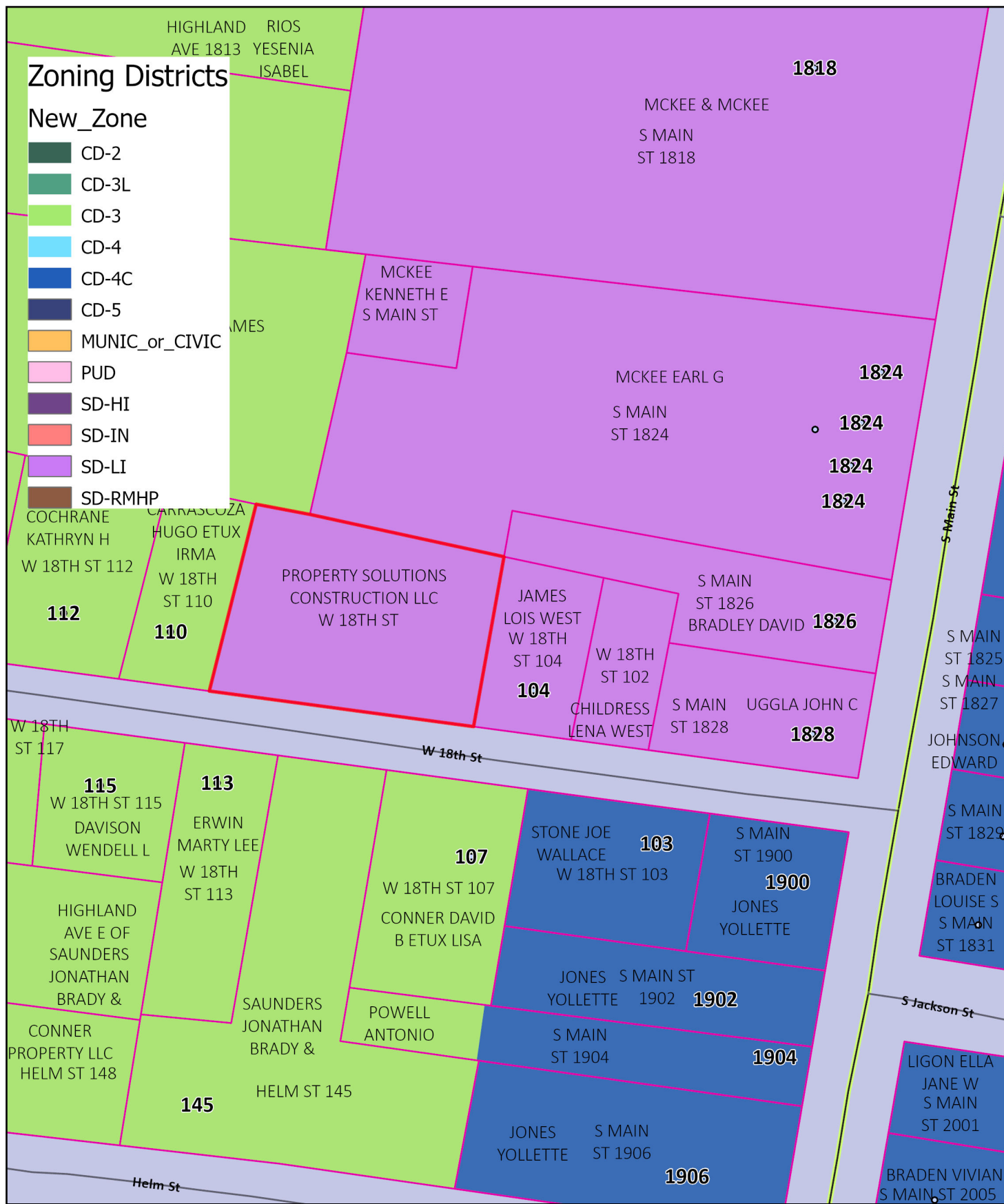


Notary Public

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)

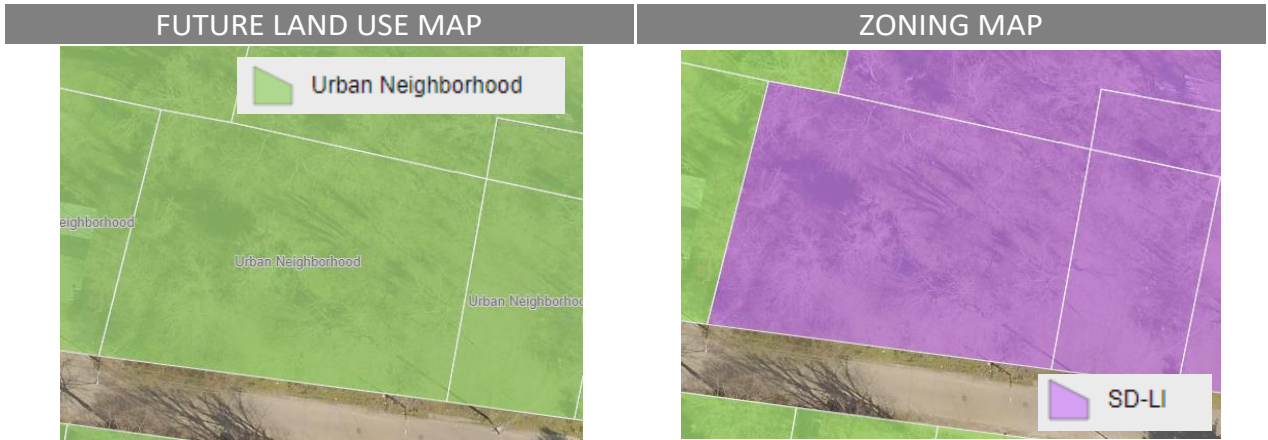
PROJECT SUMMARY

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

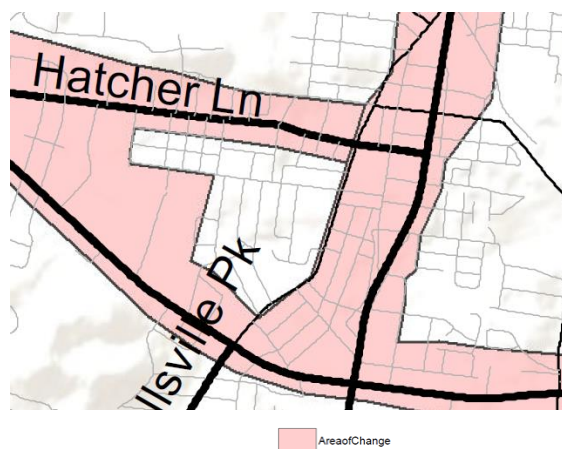
Urban Neighborhood: The future land use of the subject site is Urban Neighborhood. The Character Area is characterized by residential development and neighborhoods, with intermixed and compatible civic uses. The Future Land Use Plan indicates that “the general development pattern is defined by a single 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).

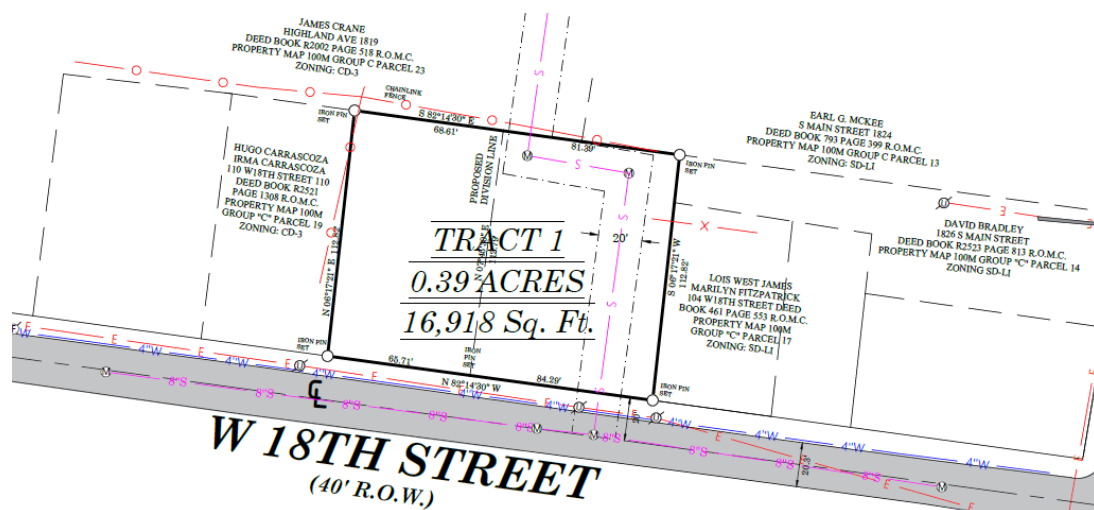


CONFORMITY WITH ZONING ORDINANCE

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 DECEMBER 14, 2023 AS THE DATE OF PUBLIC HEARING - WARD 5

RECOMMENDATION: Approve Ordinance No. 4483 on first consideration and establish December 14, 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 day of , 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 ____ 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: _____

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

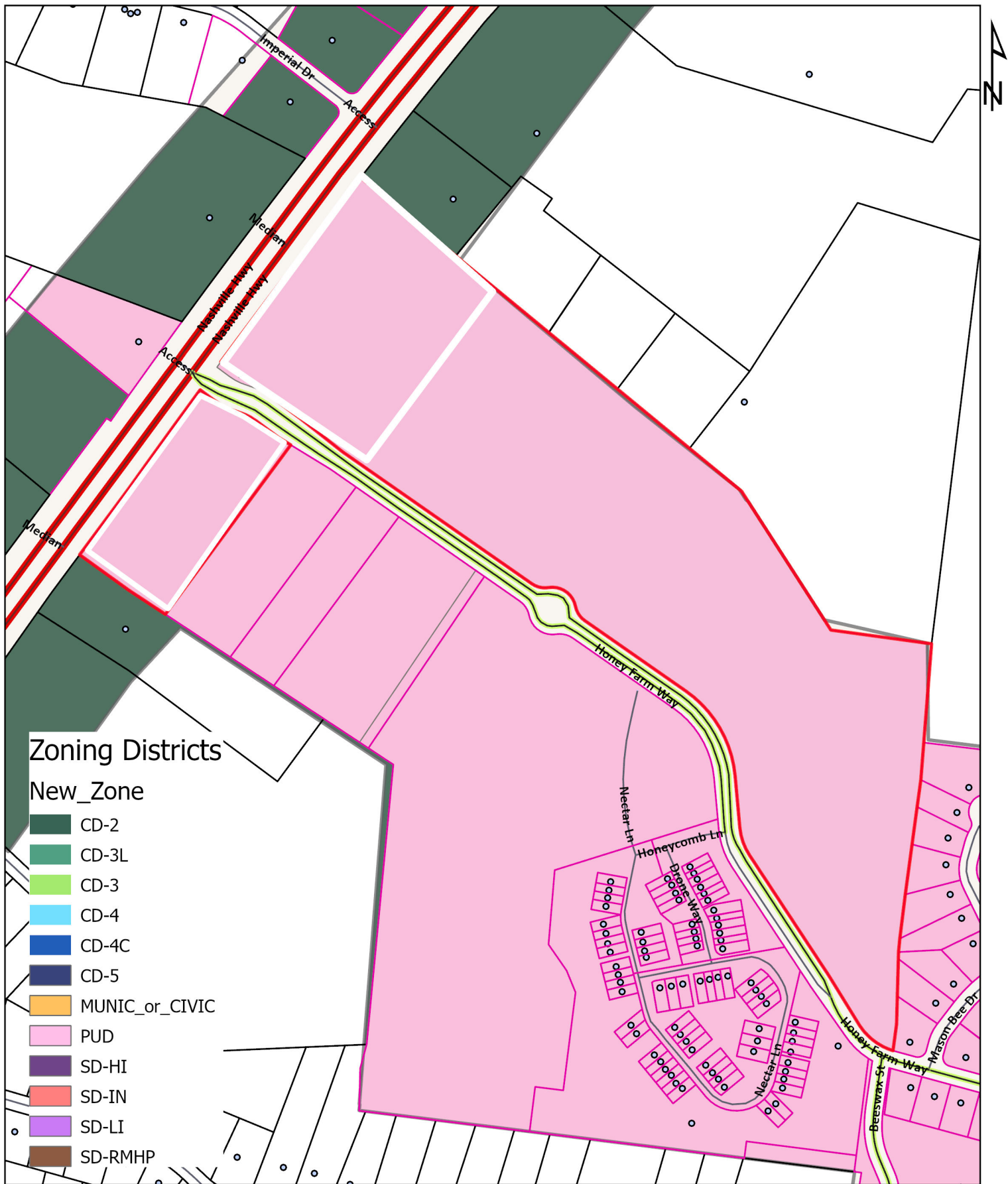
Legal Description

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

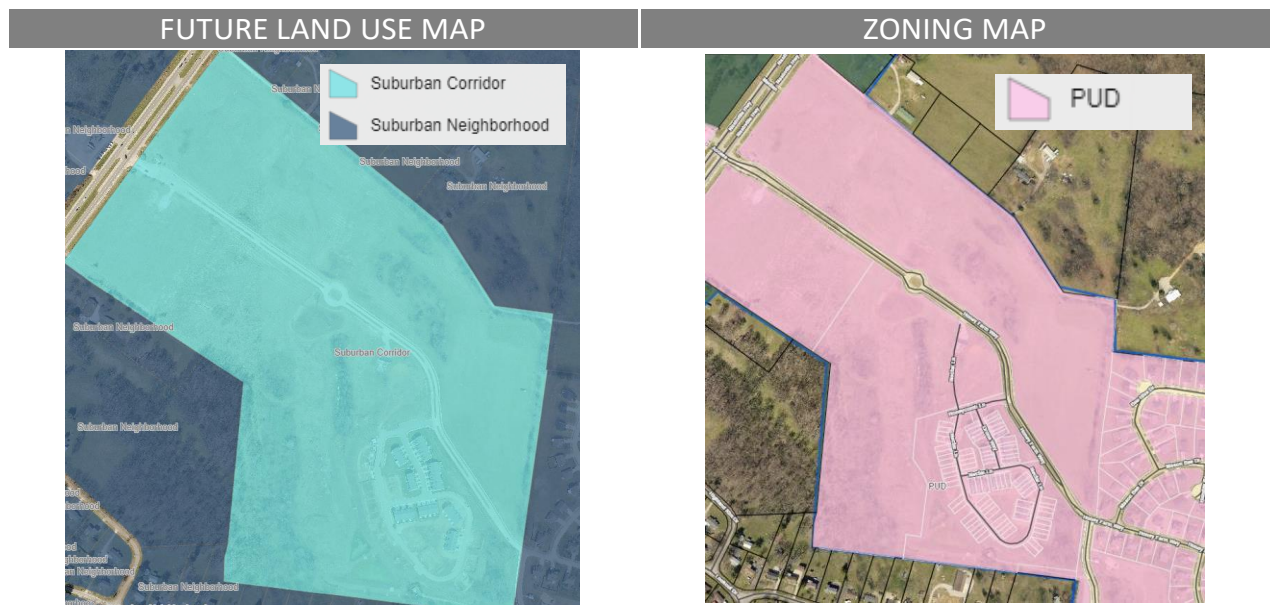
PROJECT SUMMARY

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

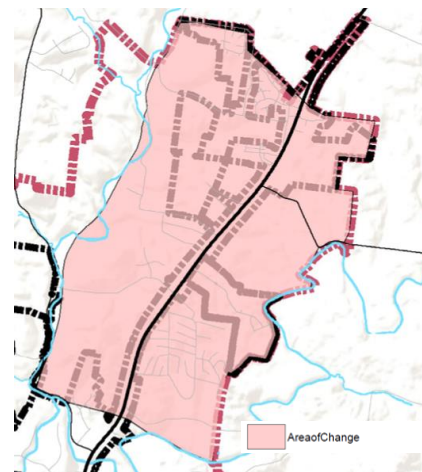
Suburban Corridor: The future land use of the subject site is Suburban Corridor. The Character Area is characterized by a mix of residential and commercial uses with intermixed and compatible civic uses. The Future Land Use Plan indicates that “the general development pattern is largely site specific” (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? 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: Low Density Residential, Medium High Residential, and High Residential Districts 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	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> Buildings should be compatible with the established character of the area. <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).

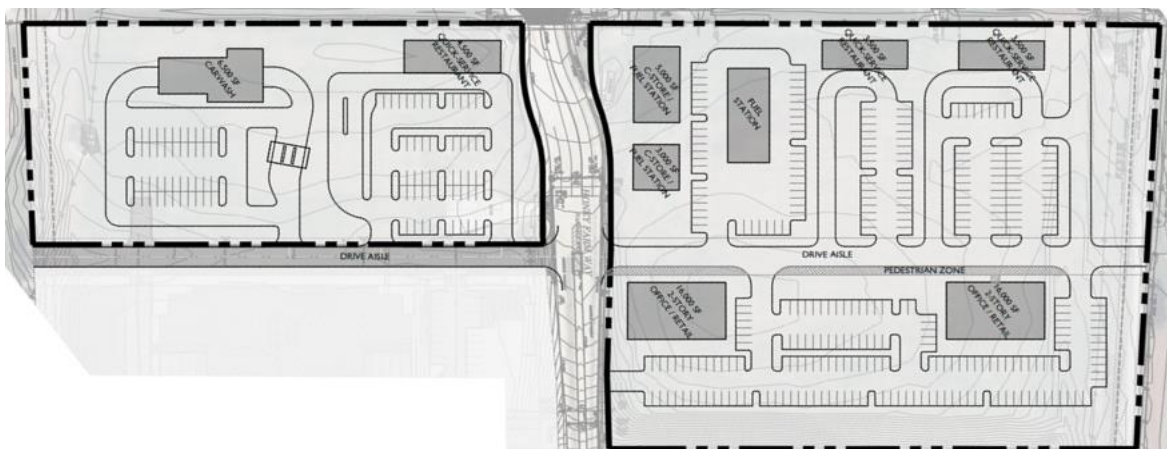


CONFORMITY WITH ZONING ORDINANCE

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:

- 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;*
- 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*

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.



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: AN ORDINANCE FOR THE ABANDONMENT OF A RIGHT OF WAY BEING A PORTION OF PROPERTY OFF WENDY BOULEVARD BETWEEN LOTS 20A AND 21A AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A QUITCLAIM DEED TO THE PROPERTY OWNER.

RECOMMENDATION: Approve

INFORMATION: Lots 20A and 21A off Wendy Boulevard within the Overlook at Carters Creek Station Subdivision wishes the City to abandon unimproved Right of Way adjacent to the properties. A plat illustrating the property, existing Right of Way, and easements for utilities have been included for review.

ATTACHMENTS: Ord. 4484, Exhibit "A"

**AN ORDINANCE FOR THE ABANDONMENT OF A RIGHT OF WAY BEING A
PORTION OF PROPERTY OFF WENDY BOULEVARD BETWEEN LOTS 20A
AND 21A AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER
QUITCLAIM DEEDS TO THE PROPERTY OWNERS.**

WHEREAS, the City of Columbia, Tennessee, is the owner of a public right-of-way adjacent to Lot 20A, 1826 Wendy Boulevard, owned by Russell and Johnetta Moore, and also adjacent to Lot 21A, 1824 Wendy Boulevard, owned John and Christin Edmondson respectively; 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 the adjacent property owners.

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 right, title and interest in and to the tract of unimproved right-of-way located between Lots 20A and 21A, which property is legally described in Exhibit "A" 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 quitclaim deeds, conveying all right, title and interest the said City of Columbia may have in and to the property underlying said right-of-way to the owners of Lots 20A and 21A described in Exhibit "A" with one half being conveyed to the owners of Lot 20A and one half being conveyed to the owners of Lot 21A.

Section 3: This Ordinance is passed after review and public hearing of the City of Columbia City Council to amend the recorded plat, with a recommendation of approval on the 14th day of December, 2023.

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: _____



PROPERTY OWNERS' CONTACT INFORMATION:	
LOT 21A	LOT 20A
JOHN C. EDMONDSON & WIFE, CHRISTIN L. EDMONDSON 1824 Wendy Blvd Columbia, TN 38401 Cell (Christin): 615-971-7094 christinedmondson@gmail.com	RUSSELL C. MOORE & WIFE, JOHNETTA MOORE 1826 Wendy Blvd Columbia, TN 38401 Home: 931-486-2383 Cell (Johnetta): 615-516-4339 Cell (Russ): 615-483-0885 jminter@bellsouth.net

LOT 21A PROPERTY DATA:	LOT 20A PROPERTY DATA:
<u>JOHN C. EDMONDSON AND WIFE,</u>	<u>RUSSELL C. MOORE AND WIFE,</u>
<u>CHRISTIN L. EDMONDSON</u>	<u>JOHNETTA MOORE</u>
Deed Book R2112 Page 188	Deed Book R2741 Page 203
Plat Book P17 Page 271 Lot 21	Plat Book P17 Page 271 Lot 20
Tax Map 042H Group A Parcel 013.00	Tax Map 042H Group A Parcel 014.00
Surveyed Area Lot 21: 0.580 Acres/25,258.0 Sq. Ft.	Surveyed Area Lot 20: 0.591 Acres/25,732.0 Sq. Ft.
Abandoned Right-of-Way Area: 0.123 Acres/5,359.0 Sq. Ft.	Abandoned Right-of-Way Area: 0.123 Acres/5,356.0 Sq. Ft.
NEW COMBINED AREA: 0.703 Acres/30,617.0 Sq. Ft.	NEW COMBINED AREA: 0.714 Acres/31,088.0 Sq. Ft.
Columbia, TN Zoning: CD-3	Columbia, TN Zoning: CD-3

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	275.38'	56.74'	56.64'	S 65°04'55" E	11°48'18"
C2	25.00'	37.97'	34.42'	N 27°47'24" W	87°01'15"
C3	25.00'	40.70'	36.35'	S 62°20'57" W	93°15'27"

CERTIFICATE OF OWNERSHIP AND DEDICATION
 (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book R2741_, Page 203_, Maury County Registers Office, and adopt this final subdivision plat of the property as shown hereon and dedicate all public ways and easements as noted with my (our) free consent.

CERTIFICATE OF APPROVAL OF WATER SYSTEM
I hereby certify that the water system(s) outlined or indicated on this final subdivision plat 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.

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the final 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 noted in the minutes of the Columbia Municipal Planning Commission, and that it has been approved for recording in the Office of the Maury County Register of Deeds.

CERTIFICATE OF SUBDIVISION NAME AND STREET NAMES
Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

CERTIFICATE OF SANITARY SEWER SYSTEM
I hereby certify that the sanitary sewer system outlined or indicated on this final subdivision plat has been installed in accordance with the current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

CERTIFICATE OF COMPLIANCE
I hereby certify that the final subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations and other adopted ordinances and policies.

Certificate of Survey Accuracy
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 class IV Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, survey having a positional accuracy of 0.07'. This survey meets the standards of practice for surveying in the State of Tennessee.

Joseph C. Pugh (Date)
TN RLS# 3183

MINOR PLAT FOR JOHNETTA MOORE		
WENDY BOULEVARD, COLUMBIA , TENNESSEE		
DRAWN BY: ELR		DATE: 07/11/2023
CHECKED BY: JCP		REVISED: 10/09/2023
SCALE: 1"=50'	ESSENTIAL LAND SURVEYING & MAPPING, LLC 811 HATCHER LANE, COLUMBIA, TN 38401 PHONE: 931-286-6483 EMAIL: CPUGH@ELSM-LLC.COM	JOB #: 230613_M oore PAGE #:
		1 of 1
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