



**City of Columbia City Council
Study Session Agenda
December 7, 2023 - 5:30 PM**

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

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

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

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

PUBLIC HEARINGS

- 1. PUBLIC HEARING ON ORDINANCE NO. 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 - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.**

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

ATTACHMENTS: Staff Report - Public Hearing on Ordinance No. 4484.

- 1 CALL TO ORDER/ROLL CALL.**
- 2 INVOCATION BY HENRY MOBLEY OF PENTECOSTAL CHURCH OF JESUS CHRIST.**
- 3 PLEDGE OF ALLEGIANCE.**
- 4 APPROVAL OF AGENDA.**
- 5 PRESENTATIONS.**
 - 5.1. QUARTERLY PRESENTATION BY WIL EVANS, PRESIDENT OF THE MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE (REGULAR MEETING ONLY).**
 - 5.2. PRESENTATION OF AUDITOR'S REPORT BY HENDERSON, HUTHERSON AND MCCULLOUGH (STUDY SESSION ONLY). - FINANCE.**
- 6 ORGANIZATIONAL BUSINESS.**

6.1. APPROVE THE MINUTES OF THE NOVEMBER 9, 2023, REGULAR CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: November 9, 2023 City Council Minutes.

6.2. APPROVE THE RETIREMENT BENEFITS FOR SHERRY SHEETER, ADMINISTRATIVE ASSISTANT, POLICE DEPARTMENT AND PRESENTATION OF GIFT CHECK AND RETIREMENT PLAQUE BY MAYOR MOLDER - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: Sherry Sheeter has been an employee of the City of Columbia for 22 years. Her effective retirement date is December 15, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: Staff Report Sherry Sheeter Retirement.

6.3. APPROVE THE RETIREMENT BENEFITS FOR CARL SHRAKE, POLICE OFFICER, POLICE DEPARTMENT AND PRESENTATION OF GIFT CHECK AND RETIREMENT PLAQUE BY MAYOR MOLDER - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: Carl Shrake has been an employee of the City of Columbia for 28 years. His effective retirement date is December 17, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: Staff Report Carl Shrake Retirement.

6.4. APPROVE THE RETIREMENT BENEFITS FOR MONTY BLAND, FIRE CAPTAIN, FIRE & RESCUE - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: Monty Bland has been an employee of the City of Columbia for 24 years. His effective retirement date is December 14, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: Staff Report Monty Bland Retirement.

6.5. APPROVE THE RETIREMENT BENEFITS FOR CLINTON BLANKENSHIP, WASTEWATER MAINTENANCE WORKER, WASTEWATER DEPARTMENT - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: Clinton Blankenship has been an employee of the City of Columbia for 21 years. His effective retirement date is December 15, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: Staff Report Clinton Blankenship Retirement.

6.6. APPROVE THE RETIREMENT BENEFITS FOR JOHN WILLIAMS, ENGINEERING TECHNICIAN, DEVELOPMENT SERVICES DEPARTMENT - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: John Williams has been an employee of the City of Columbia for 15 years. His effective retirement date is December 15, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: Staff Report John Williams Retirement.

6.7. APPROVE THE RETIREMENT BENEFITS FOR CHAD HELTON, FIRE CAPTAIN, FIRE & RESCUE - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: Chad Helton has been an employee of the City of Columbia for 26 years. His effective retirement date is December 27, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: Staff Report Chad Helton Retirement.

6.8. APPROVE THE RETIREMENT BENEFITS FOR SHARON HOWELL, ACCOUNTING TECHNICIAN II, CITY RECORDER - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: Sharon Howell has been an employee of the City of Columbia for 27 years. Her effective retirement date is December 15, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: Staff Report Sharon Howell Retirement.

6.9. APPROVE THE APPOINTMENT OF AARON THOMAS TO THE CITY OF COLUMBIA ARTS COUNCIL FOR A THREE-YEAR TERM EXPIRING ON DECEMBER 14, 2026.

RECOMMENDATION: Approve.

6.10. RE-ELECTION OF ERNIE ALLEN, JR., TO THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT BOARD AND THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD TO FOR A SIX-YEAR TERM THAT BEGAN ON NOVEMBER 14, 2023, AND EXPIRES ON NOVEMBER 14, 2029.

RECOMMENDATION: Approve.

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF OCTOBER 2023 IN THE AMOUNT OF \$4,420,866.28 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: October 2023 Disbursements.

7.2. RECEIVE AND FILE QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING JUNE 30, 2023 PURSUANT TO THE CITY'S INVESTMENT AND INTERNAL CONTROLS POLICIES – SPG, FINANCIALLY RESPONSIBLE CITY PROVIDING EXCELLENT SERVICES - 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.
- \$99,138 represents General Fund investment income received for the quarter.
- \$35,760 represents the combined investment income received for all other funds during the period.

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

7.3.ACCEPTANCE OF THE CITY OF COLUMBIA ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023 – SPG, FINANCIALLY RESPONSIBLE CITY PROVIDING EXCELLENT SERVICES - FINANCE.

RECOMMENDATION: Accept the Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2023.

INFORMATION: At the May 11, 2023 meeting, the City Council awarded a bid for auditing services to Henderson, Hutcherson and

McCullough for three years with a provision for renewal for two subsequent years. The firm performs the City's annual audit and assists in preparation of the Annual Comprehensive Financial Report (ACFR).

The audit process went smoothly again this year, with City staff continuing to prepare as much information as possible (financial schedules, spreadsheets, etc.) in an attempt to expedite the audit process and reduce billing costs to the City. Ultimately, the City received a "clean" audit report for FY 2023.

In previous years including the last fiscal year (FY 2022), additional services and testing ("single audit" testing) were required and performed in conjunction with federal grant expenditures in accordance with Government Auditing Standards issued by the Comptroller General of the United States and OMB Circular A-133, Audits of States, Local Governments & Non-Profit Organizations. No single audit was required for the year ended June 30, 2023.

Last year, the City applied for and received its twenty fourth consecutive "Certificate of Achievement for Excellence in Financial Reporting" from the Government Finance Officers Association (GFOA) of the United States and Canada. The Certificate of Achievement is valid for one year only. At the time the award was presented, GFOA also made recommendations for enhancements to future reports. Issues presented by GFOA have been addressed and we plan to apply for the award for the FY 2023 financial report with the belief that we continue to meet program requirements.

Aimed at providing accurate and high-quality financial reporting in a condensed format, the City applied for and received its fifth "Popular Annual Financial Reporting Awards Program" (PAFR) for the FY 2022 by GFOA. The financial data presented in the PAFR was taken from the ACFR and is intended to supplement, not replace, the ACFR.

The PAFR is best described as a condensed, abbreviated version of the ACFR. The PAFR provides readers with the most relevant financial information for the year to emphasize the City's sound fiscal

health, major financial highlights and important trends. At the time the PAFR award was presented, GFOA made recommendations for enhancements to future reports. Issues presented by GFOA have been addressed and we plan to apply for the PAFR award for FY 2023 with the belief that we continue to meet program requirements. Columbia was one of three Tennessee cities to receive both awards last year.

ATTACHMENTS: Staff Report Annual Comprehensive Financial Report.

7.4. APPROVE CHANGE ORDER TO THE AGREEMENT WITH ADAMS CONTRACTING, LLC IN THE AMOUNT OF \$225,493.76 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Change Order.

INFORMATION: The City of Columbia entered into a contract with Adams Contracting, LLC on October 19, 2022. Contract No. E 2022-02 for the South Garden Streetscape Project. The original contract price was \$2,132,231.75. This Change Order is for a net increase of \$225,493.76 to cover additional construction costs incurred. The total contract price with the approved Change Order will be \$2,357,725.51

CERTIFICATION: The Chief Financial Officer certifies that \$225,494 will be included in the second consideration appropriation amendment in Capital Projects-South Garden Streetscape.

ATTACHMENTS: Staff Report Change Order, Contract No. E 2022-02 South Garden St Agreement, Final Summary Change Order S. Garden Street-AdamsSigned.

7.5. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A THREE-YEAR CONTRACT EXTENSION WITH SHERRILL MORGAN IN THE AMOUNT OF \$39,500 IN 2024 FOR EMPLOYEE INSURANCE CONSULTING - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: This Agreement shall continue for an initial period of three years beginning on January 1, 2024, after which it shall

automatically continue on a year-to-year basis until either party provides notice of termination in accordance with the provisions of this Article. The client or Sherrill Morgan may terminate this agreement at any time, with or without cause, provided that 30 days' written notice is given to the other party prior to the effective date of termination. In consideration for the services of Sherrill Morgan, the client shall compensate Sherrill Morgan a fee of \$39,500 in 2024, \$40,500 in 2025, and \$41,500 in 2026. Upon termination under this Article, the Client shall pay a pro rata fee for any work already performed by Sherrill Morgan. Travel and accommodation expenses for Sherrill Morgan staff, when necessary during the contract period, are included in the fees stated in this Article.

CERTIFICATION: The Chief Financial Officer certifies that \$39,500 is available and unencumbered in Health Insurance Fund - Professional Services.

ATTACHMENTS: Staff Report Sherrill Morgan Contract, Sherrill Morgan Agreement 2024.

7.6. APPROVE BID AWARD TO BRINDLEY CONSTRUCTION IN THE AMOUNT OF \$4,882,000 FOR RENOVATIONS TO FIRE STATION #1 LOCATED AT 1000 SOUTH GARDEN STREET AND AUTHORIZE THE MAYOR TO EXECUTE ANY RELATED DOCUMENTS - FIRE & RESCUE.

RECOMMENDATION: Approve a bid award to Brindley Construction in the amount of \$4,882,000 for renovations to Fire Station #1 located at 1000 South Garden Street.

INFORMATION: Competitive bids were solicited for the renovation to Fire Station #1, located at 1000 South Garden Street.

Five bids were received, and a decision was made to declare Brindley Construction the apparent low bidder due to their submitted bid envelope and contents being affirmed to comply with the State of Tennessee Board of Contractors, License and Bidding Requirements.

CERTIFICATION: The Chief Financial Officer certifies that \$4,882,000 will be included in the second consideration

appropriation amendment in Capital Projects-Fire Administration - Buildings.

ATTACHMENTS: Staff Report Brindley Construction, Exhibit A - Drawing Index, Exhibit B - Spec Table of Contents, City of Columbia Fire Station A201 Gen Cond 120523 (1), Columbia Fire Station No. 1 Schedule of Values (1), Brindley120423LetterColumbia, Bid Tabulation

8 ADMINISTRATION.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 23-81 - A RESOLUTION TO ACCEPT THE ESTABLISHED UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN - HUMAN RESOURCES.

RECOMMENDATION: Approve Resolution No. 23-81.

INFORMATION: The City of Columbia, in electing to update the established Program Plan, will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees as required by TOSHA. The Plan is designed to provide a safe and healthful place of employment. The Plan is required to be updated every seven years and the last update was August 11, 2016. The Organizational Chart was also updated as requested by TOSHA.

ATTACHMENTS: Staff Report Resolution No. 23-81, Resolution No. 23-81 w/organizational chart.

9.2. RESOLUTION NO. 23-90 - A RESOLUTION ACCEPTING THE DONATION OF \$1,005 (ONE THOUSAND FIVE DOLLARS) FROM JOSHUA RANES OF MULETOWN BEARDED AXE FOR THE PURCHASE OF A HIGH EXPANSION FOAM PRO/PAK TO BE UTILIZED BY COLUMBIA FIRE & RESCUE - FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 23-90.

INFORMATION: Columbia Fire & Rescue requests City Council's approval to accept the donation of \$1,005 from Joshua Ranes of Muletown Bearded Axe.

This monetary donation will provide for the purchase of a High Expansion Foam Pro/Pak. This High Expansion Foam Pro/Pak is a portable device allowing firefighting foam to be used in special applications needing a high expansion ratio. This system is designed mainly for use in hazardous material environments, allowing the foaming agent to suppress hazardous vapors.

ATTACHMENTS: Staff Report Resolution No. 23-90, Resolution No. 23-90.

9.3. RESOLUTION NO. 23-91 - A RESOLUTION ACCEPTING A DONATION OF \$2,000 (TWO THOUSAND DOLLARS) FOR THE PURCHASE OF SUPPLIES FOR COLUMBIA FIRE & RESCUE - FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 23-91.

INFORMATION: An undisclosed citizen of the City of Columbia desires to support the operations of Columbia Fire & Rescue by making a donation of \$2,000 (Two Thousand Dollars) for the purchase of High Heat Gloves and CellBlockEX. CellBlockEX is a dry granulate material used for the prevention and suppression of Class D lithium-ion battery fires and combustible liquids.

Columbia Fire & Rescue requests City Council's approval to accept the donation of \$2,000 (Two Thousand Dollars).

ATTACHMENTS: Staff Report Resolution No. 23-91, Resolution No. 23-91.

9.4. RESOLUTION NO. 23-92 - A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF THE SANITARY SEWER IMPROVEMENTS SERVING DRUMWRIGHT, PHASE 2 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-92.

INFORMATION: Drumwright, Phase 2 consists of 2,092 linear feet of 8" gravity sanitary sewer main. The developers have met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 23-92, Resolution No. 23-92 w/dedication letter.

9.5. RESOLUTION NO. 23-93 - A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF THE SANITARY SEWER IMPROVEMENTS SERVING WILLIAMSPORT LANDING-SINGLE FAMILY, PHASE 1 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-93.

INFORMATION: Williamsport Landings-Single Family, Phase 1 consists of 2,130 linear feet of 8" sanitary sewer main. The Developers have met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 23-93, Resolution No. 23-93 w/dedication letter.

9.6. RESOLUTION NO. 23-94 - A RESOLUTION ACCEPTING A DONATION OF A FREE-STANDING CLOCK TO BE INSTALLED AT THE RIVERWALK FARMER'S MARKET PAVILION FROM THE COLUMBIA NOON ROTARY CLUB TO COMMEMORATE THEIR 100TH BIRTHDAY IN 2024 - WARD 5 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve Resolution 23-94.

INFORMATION: The Columbia Noon Rotary Club is donating a freestanding clock to the City of Columbia Parks and Recreation Department. It has been determined to install it at the Riverwalk Park Farmers Market Pavilion. The clock will be a symbol of commemoration of the Club's 100th birthday. The estimated cost of the clock is \$50,000.

ATTACHMENTS: Staff Report Resolution No. 23-94, Resolution No. 23-94.

9.7. RESOLUTION NO. 23-95 - A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY AND EASEMENTS INCLUDING THE AUTHORIZATION OF EMINENT DOMAIN PROCEEDING IF NECESSARY FOR THE IRON BRIDGE ROAD REPLACEMENT IMPROVEMENTS PROJECT - CITY ATTORNEY'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-95.

INFORMATION: The City previously authorized the design of the Iron Bridge Road Replacement Project which includes the replacement of Iron Bridge. The infrastructure design for the project has been completed and it is now time for the acquisition of property and utility easements. Acquisition of the property described in "Exhibit A" of the Resolution is necessary for the completion of the project. The resolution also authorizes the use of eminent domain proceedings, if necessary, for this project to be completed.

ATTACHMENTS: Staff Report Resolution No. 23-95, Resolution No. 23-95 w/Exhibit A.

9.8. RESOLUTION NO. 23-96 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-96.

INFORMATION: The City Recorder is presenting tax corrections through 11/17/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 23-96, Resolution No. 23-96, Resolution No. 23-96 Exhibit A.

9.9. RESOLUTION NO. 23-97 - A RESOLUTION ACCEPTING THE DONATION OF \$1,000 (ONE THOUSAND DOLLARS) FROM JOSHUA RANES OF MULETOWN BEARDED AXE FOR THE PURCHASE OF DEFENSE SHIELDS TO BE UTILIZED BY THE COLUMBIA POLICE DEPARTMENT - POLICE DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-97.

INFORMATION: The Columbia Police Department requests the City Council's approval to accept the donation of \$1000 (One Thousand Dollars) from Joshua Ranes of Muletown Bearded Axe.

This monetary donation will provide for the purchase of defense shields. The defense shield provides full torso protection with a tough polycarbonate shield. The shield features an aluminum handle, web arm strap, POLICE lettering and weighs about 6 lbs. This equipment will provide protection for patrol officers if they ever have to be deployed in an unruly environment.

ATTACHMENTS: Staff Report Resolution No. 23-97, Resolution No. 23-97.

9.10. RESOLUTION NO. 23-98 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR CREEK GLEN, PHASE 1 - WARD 5 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-98.

INFORMATION: Bear Creek Glen, Phase 1 consists of 796 linear feet of 8" gravity sanitary sewer main. The developers have met all the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 23-98, Resolution No. 23-98.

9.11. RESOLUTION NO. 23-99 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR CREEK OVERLOOK, PHASE 1 - WARD 5 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-99.

INFORMATION: Bear Creek Overlook, Phase 1 consists of 1,865 linear feet of 8" sanitary sewer main. The developers have met all the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 23-99, Resolution No. 23-99 w/dedication letter.

9.12. RESOLUTION NO. 23-100 - A RESOLUTION TO RATIFY THE APPLICATION OF THE FY 2022 STATE & LOCAL CYBERSECURITY GRANT PROGRAM AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT - MIS.

RECOMMENDATION: Approve Resolution No. 23-100.

INFORMATION: The MIS Department has the opportunity to apply for a grant from the FY 2022 State & Local Cybersecurity Grant Program for the purpose of MDR (Managed Detection and Response) security services. This grant does not require a match.

ATTACHMENTS: Staff Report Resolution No. 23-100, Resolution No. 23-100, 2022 Federal DHS Cyber Grant TN District Info Sep 2023, State of TN SLCGP Preso , Cybersecurity Plan TN (V 7.3) approved 062923.

9.13. RESOLUTION NO 23-101 – A RESOLUTION TO DELETE SMILEFARM LLC PERSONAL PROPERTY TAX FROM 2023 TAX ROLL - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 23-101.

INFORMATION: The City Recorder is presenting to Council for consideration a resolution to delete personal property tax bill 2023-17998 for Smilefarm LLC, located at 981 Industrial Park Rd. Smilefarm LLC has a Payment in Lieu of Tax agreement with the City of Columbia Industrial Development Board which only requires them to pay 60% of total assessed on said personal property.

ATTACHMENTS: Staff Report Resolution 23-101 , Resolution No. 23-101 , Resolution No. 23-101 Delete Smilefarm Personal Property Tax Bill 17998.

9.14. RESOLUTION NO. 23-103 - A RESOLUTION RATIFYING THE ACCEPTANCE OF DONATIONS VALUED AT APPROXIMATELY

ONE THOUSAND DOLLARS (\$1,000) FROM MR. AND MRS. TONY AND CONNIE MASSEY TO THE CITY OF COLUMBIA FOR THE CITY OF COLUMBIA ANNUAL EMPLOYEE CHRISTMAS PARTY - FINANCE.

RECOMMENDATION: Approve Resolution No. 23-103.

INFORMATION: Finance is requesting that the City Council ratify the acceptance of donated items valued at approximately \$1,000 by Mr. and Mrs. Tony and Connie Massey. The intent of the donated items were for the express use as door prizes at the City Employee Christmas Party to show appreciation for the City of Columbia employees.

ATTACHMENTS: Staff Report Resolution No. 23-103, Resolution No. 23-103.

9.15. RESOLUTION NO. 23-104 – A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN HOMESTEAD AT CARTER’S STATION SUBDIVISION, SECTION 4, PHASE 1A, 1B, 2 AND 3 FOR OWNERSHIP AND MAINTENANCE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-104.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Homestead at Carter’s Station, Section 4, Phase 1A, 1B, 2 and 3, 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: Staff Report Resolution No. 23-104, Resolution No. 23-104, Homestead 4 1A final acceptance 10.3.23, Homestead 4 1B final acceptance 10.3.23, Homestead 4 2 final acceptance 10.3.23, Homestead 4 3 final acceptance 10.3.23, Homestead 4.1A FP, Homestead 4.1B FP, Homestead 4.2 FP, Homestead 4.3 FP, Homestead 4.3.

10 ORDINANCES.

10.1. 2ND 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 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4484 on second consideration.

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, Ordinance No. 4484, Ordinance No. 4484 Exhibit "A".

10.2. 1ST CONSIDERATION OF ORDINANCE NO. 4485 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL AND CAPITAL PROJECTS FUNDS AND ESTABLISH THE DATE OF JANUARY 11, 2024 AS THE DATE OF PUBLIC HEARING - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4485 on first consideration and establish the date of January 11, 2024 as the date of public hearing.

INFORMATION: The proposed ordinance is the second amendment to the FY 2024 Appropriation Ordinance, impacting the Capital Projects and several departments within the General Fund.

Within this budget amendment, the following items are included:

- Replenish General City Admin – Reserves for the transfer to Capital Projects Fund (\$149,122),
- Budget funds in Police for 2024 THSO Grant totaling \$20,000,
- Budget funds in Parks to establish a budget for Mid-State Classic (\$45,000),
- Budget \$200,000 for the 2024 Tourism Enhancement Grant

funds for blue-way access on the Duck River and \$49,122 for engineering for Parking Garage Design from the prior fiscal year.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2024 by \$463,244 to \$101,392,976.

ATTACHMENTS: Staff Report Ordinance No. 4485, Ordinance No. 4485, Ordinance No. 4485 Supporting Documents, Ordinance No. 4485 - Summary.

10.3.1ST CONSIDERATION ON ORDINANCE NO. 4486 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 89E GROUP F PARCELS 1.01 AND 1.02, LOCATED OFF MORNINGSIDE LANE, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND ESTABLISH JANUARY 11, 2024 AS THE DATE OF PUBLIC HEARING - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4486 on first consideration and establish January 11, 2024 as the date of Public Hearing.

INFORMATION: The applicant is requesting to rezone the property from CD-3L (Neighborhood Large Lot Character District) to CD-4 (General Urban Character District) with the future development concept reflecting single family lots on the four acres of property. The future land use plan designation of Urban Neighborhood is consistent with the CD-4 requested zone. The Planning Commission reviewed this request at the November 8, 2023 meeting and recommended approval by a vote of four to three.

ATTACHMENTS: Staff Report Ordinance No. 4486, Ordinance No. 4486, Ordinance No. 4486 Exhibit A, Ordinance No. 4486 Exhibit B, Ordinance No. 4486 - Concept Plan, Development Services Staff Report Ordinance No. 4486.

10.4.1ST CONSIDERATION OF ORDINANCE NO. 4488 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2022 DELINQUENT PROPERTY TAXES - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4488 on first consideration.

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent property taxes. Following adoption of the ordinance, the City Recorder provides the County Attorney with a certified list of delinquent 2022 property taxes. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent property taxes.

ATTACHMENTS: Staff Report Ordinance No. 4488, Ordinance No. 4488.

10.5.1ST CONSIDERATION OF ORDINANCE NO. 4489 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2020, 2021 AND 2022 DELINQUENT PERSONAL PROPERTY TAXES - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4489 on first consideration.

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent personal property taxes. Following adoption of the ordinance, the City Recorder may provide the County Attorney with a certified list of delinquent 2020, 2021 and 2022 personal property taxes. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent personal property taxes.

ATTACHMENTS: Staff Report Ordinance No. 4489, Ordinance No. 4489.

10.6.1ST CONSIDERATION OF ORDINANCE NO. 4490 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2022 DELINQUENT SPECIAL ASSESSMENTS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4490 on first consideration.

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent special assessments. Following adoption of the ordinance, the City Recorder provides the County Attorney with a certified list of delinquent 2022 special assessments. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent special assessments.

ATTACHMENTS: Staff Report Ordinance No. 4490, Ordinance No. 4490.

11 PUBLIC COMMENT.

12 OTHER BUSINESS.

13 EXECUTIVE SESSION.

14 ADJOURNMENT.

15 UPCOMING EVENTS.

15.1.EMPLOYEE CHRISTMAS LUNCHEON - WEDNESDAY, DECEMBER 13, 2023 - 11 A.M. - 1 P.M. - MEMORIAL BUILDING

15.2.CHRISTMAS LIGHTS IN THE PARKS - WOODLAND PARK, FAIRVIEW PARK & RIVERWALK PARK - DECEMBER 11TH UNTIL NEW YEAR'S DAY.



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. 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 - WARD 5

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



City of Columbia, TN

FYE 6/30/2023

PRESENTATION TO CITY COUNCIL

DECEMBER 7, 2023

WESTON PORTER, CPA

GARRETT WILLIAMS, CPA

Required Communications to City Council

Auditor's opinion – Unmodified report

Our responsibility under U.S. Generally Accepted Auditing Standards and Government Auditing Standards – Our responsibility is to conduct the audit in accordance with generally accepted auditing standards and Governmental Auditing Standards and to plan and perform the audit to obtain reasonable assurance that the financial statements are free from material misstatements and are fairly presented in accordance with U.S. generally accepted accounting principles. Because an audit is designed to provide reasonable, but not absolute, assurance and because we did not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us.

Compliance with all ethical requirements regarding independence – The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Planned scope and timing of audit – The objective of our audit and overview of procedures are stated in our engagement letter. We performed the audit according to the planned scope.

Significant accounting policies – These are discussed in Note 1 of the financial statements. The City adopted GASB 96, *Subscription-Based Information Technology Arrangements* (SBITAs), during the fiscal year.

Accounting Estimates – We evaluated the estimates made by management and concluded that those estimates were reasonable based on evidence and circumstances. The most significant estimates related to: accrual for compensated absences, net pension liability and related deferrals, net OPEB obligation and related deferrals, and depreciable lives of capital assets.

Required Communications to City Council

Management and accounting staff – Very cooperative and professional. We had no disagreements with management regarding financial accounting or reporting matters.

Consultations with other accountants – We are not aware of any consultations with other accountants.

Corrected and Uncorrected misstatements – As part of our audit process we proposed adjustments to the City's financial records related to recording capital assets, adjusting interfund balances, and recognition of grant revenue. There were no uncorrected misstatements.

Deficiencies in internal control or compliance – None noted.

Fraud and Illegal Acts – During the conduct of our audit, we did not become aware of any fraudulent or illegal acts.

Difficulties encountered in the audit, errors or irregularities noted – None noted.

Representation letter – The representations requested from management are stated in the City's management representation.

Significant matters discussed with management – None.

Financial Highlights

Governmental Funds - Balance Sheet (in thousands)

Fund	Total Assets	Total Liabilities/Inflows	Fund Balance
General Fund	\$ 67,657	\$ 18,021	\$ 49,636
Sanitation Fund	\$ 1,991	\$ 52	\$ 1,939
Capital Project Fund	\$ 5,514	\$ -	\$ 5,514
Nonmajor Governmental Funds	\$ 7,440	\$ 11	\$ 7,429

Financial Highlights

Governmental Funds – Statements of Revenues, Expenditures, and
Changes in Fund Balance (in thousands)

Fund	Total Revenues and Other Financing Sources	Total Expenditures and Other Financing Uses	Net Change
General Fund	\$ 48,849	\$ 42,681	\$ 6,168
Sanitation Fund	\$ 3,943	\$ 3,749	\$ 194
Capital Project Fund	\$ 3,420	\$ 2,229	\$ 1,191
Nonmajor Governmental Funds	\$ 10,052	\$ 5,613	\$ 4,439

Financial Highlights

Proprietary Funds –Statement of Net Position (in thousands)

Fund	Total Assets /Outflows	Total Liabilities/Inflows	Net Position
Sewer System	\$ 107,662	\$20,197	\$87,465
Power System	\$125,507	\$24,293	\$101,214
Water System	\$102,845	\$13,630	\$89,215
Internal Service	\$2,289	\$32	\$2,257

Financial Highlights

Proprietary Funds –Statement of Revenues, Expenses, and Changes in Net Position (in thousands)

Fund	Total Revenues	Total Expenses	Change in Net Position
Sewer System	\$17,584	\$9,427	\$8,157
Power System	\$95,953	\$90,362	\$5,591
Water System	\$22,112	\$12,528	\$9,584
Internal Service	\$4,585	\$4,591	\$(6)

General Fund Budgetary Highlights

(in thousands)

	Original Budget	Final Budget	Actual	Variance
Total Revenues	\$35,459	\$36,511	\$47,173	\$10,662
Expenditures				
General Government	\$8,712	\$14,530	\$10,513	\$4,017
Public Safety	\$20,234	\$23,467	\$19,444	\$4,023
Public Works	\$5,181	\$6,532	\$3,710	\$2,822
Development Services	\$1,877	\$1,923	\$1,642	\$281
Parks and Recreation	\$3,028	\$4,106	\$3,016	\$1,090
Total Expenditures	\$39,032	\$50,558	\$38,325	\$12,233
Excess Revenues over Expenditures	\$(3,573)	\$(14,047)	\$8,848	\$22,895
Other Financing Sources (Uses)	\$(1,362)	\$(3,953)	\$(2,681)	\$1,272
Net Change in Fund Balance	\$(4,935)	\$(18,000)	\$6,167	\$24,167

General Fund Analysis

Fund Balance as Compared to Total Expenditures

Fund Balance at June 30, 2023 = \$49,635,413

Total Expenditures (inc. transfers) = \$42,681,012

Ratio of Fund Balance to CY Expenditures = 116% or 13.9 months

November 9, 2023 - 5:30 PM

PUBLIC HEARINGS

Item 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

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

There being no one present to speak on the Public Hearing, Council Member Coleman moved to close the Public Hearing on Resolution No. 23-74. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

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

There being no one present to speak on the Public Hearing, Council Member Coleman moved to close the Public Hearing on Ordinance No. 4468. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper notice having been given. Present were Council Member Danny Coleman, Council Member Tony Greene, Council Member Debbie Wiles, Vice Mayor Randy McBroom, Mayor Chaz

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

November 9, 2023 - 5:30 PM

Molder, Council Member Kenny Marshall, City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez. Council Member DaVena Hardison was absent.

There being no one present to speak on the Public Hearing, Council Member Marshall moved to close the Public Hearing on Ordinance No. 4482. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 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)

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

There being no one present to speak on the Public Hearing, Council Member Greene moved to close the Public Hearing on Ordinance No. 4477. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 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

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

There being no one present to speak on the Public Hearing, Council Member Greene moved to close the Public Hearing on Ordinance No. 4478. Council Member Coleman seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

November 9, 2023 - 5:30 PM

CALL TO ORDER/ROLL CALL

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

INVOCATION BY REVEREND TRENT OGILVIE.

Council Member DaVena Hardison arrived to the meeting at 5:35 p.m.

PLEDGE OF ALLEGIANCE

Mayor Molder led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

All Council Members present voted aye.

PRESENTATIONS

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

Mayor Molder swore in the Youth Council Members. The Youth Council introduced themselves and spoke about upcoming events the group will be leading.

Item 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**

Mayor Molder moved to approve Resolution No. 23-88. Council Member Greene seconded the motion.

All Council Members present voted aye.

Mayor Molder spoke of the late Steve Boshers forever being remembered and how he has a spot in Columbia history. The Boshers family was present and well represented during the meeting.

Item 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 COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

November 9, 2023 - 5:30 PM

Mayor Molder moved to approve Resolution No. 23-89. Council Member Greene seconded the motion.

All Council Members present voted aye.

Vice Mayor McBroom and Mayor Molder shared some of their memories of the late Ken Wiles and spoke about how he is missed by many. Council Member Debbie Wiles and their son Brent Wiles were present for this honor of dedicating a playground and pavilion in Ken Wiles' memory.

ORGANIZATIONAL BUSINESS

Item 6.1. - APPROVE THE MINUTES OF THE OCTOBER 12, 2023 COUNCIL REGULAR MEETING

Council Member Greene moved to approve the Minutes of the October 12, 2023 Council Regular Meeting. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 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.

Council Member Marshall moved to approve the re-election of David Forrester to the City of Columbia Civil Service Board for a four-year term that expires on November 5, 2027. Council Member Greene seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

Mayor Molder requested Item 7.8 be removed from the Consent Agenda and be placed after Item 8.1. Council Member Coleman moved to approve the Consent Agenda with the exception of Item 7.8 which will be after Item 8.1. Council Member Marshall seconded the motion.

All Council Members present voted aye.

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

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

Item 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

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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Item 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

Item 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.

Item 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

Item 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

ADMINISTRATION

Item 8.1. - APPROVE THE REQUEST FROM GENERAL MOTORS TO TERMINATE THE EXISTING PILOT AGREEMENT.

Mr. Wil Evans gave a brief explanation to why this item was on the City Council's agenda. He advised GM's Pilot is getting expanded, and they cannot have two pilots at the same time. The Maury County Commission, Spring Hill BOMA and Mt. Pleasant have all terminated the pilot as requested.

Mayor Molder moved to approve terminating the existing pilot agreement with General Motors. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 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).

June Sanders, Louvonia Wilson, Brian McKelvy, JoAnn McClellan, Eric Previti, Eric Jacobson, Russ Adcox, and Dr. Christa S. Martin all came before the Council to either share their support for this item or to request a different statue be put in at the location.

Mayor Molder moved to approve the Memorandum of Understanding between the City of Columbia and the Columbia Peace and Justice Initiative, Inc. Council Member Greene seconded the motion.

After some discussion, all Council Members present voted aye.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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RESOLUTIONS

Item 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**

Vice Mayor McBroom left the Council Chambers.

Council Member Marshall moved to approve Resolution No. 23-74. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 9.2. - **RESOLUTION NO 23-83 – SPECIAL ASSESSMENT CORRECTIONS**

Council Member Coleman moved to approve Resolution No. 23-83. Council Member Marshall seconded the motion.

All Council Members present voted aye.

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

Council Member Coleman moved to approve Resolution No. 23-84. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.4. - **RESOLUTION NO. 23-85 - TAX CORRECTIONS**

Council Member Greene moved to approve Resolution No. 23-85. Council Member Marshall seconded the motion.

All Council Members present voted aye.

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

Council Member Coleman moved to approve Resolution No. 23-86. Council Member Greene seconded the motion. Vice Mayor McBroom returned to the Council Chambers.

All Council Members present voted aye.

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

Council Member Coleman moved to approve Resolution No. 23-87. Council Member Greene seconded the motion.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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All Council Members present voted aye.

ORDINANCES

Item 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

Susan Shuff, Darryl Shuff and Jennie Parashak all spoke in opposition of the request for the rezoning. Aaron Evens was present to answer any questions that Council may have about this item. He spoke about a CD 3L zoning and improvements to the area to help with traffic and stabilizing ditches to hold more water.

Mayor Molder advised this project is currently going before Planning Commission and it was deferred yesterday with a request for a CD 3L zone.

Mayor Molder moved to deny Ordinance No. 4468 on second consideration due to the adverse impact on adjoining properties. Council Member Coleman seconded the motion.

All Council Members present voted aye. Ordinance No. 4468 fails on second consideration.

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)

Council Member Coleman moved to approve 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

Council Member Coleman moved to approve 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. 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

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INDUSTRIAL SPECIAL DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 4

Council Member Marshall moved to approve Ordinance No. 4482 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Tom DuBois and Matt Walsh shared their concerns with City Council regarding this item. Greg Gamble, who represents the applicant advised this property has been planned for commercial use since the PUD. He spoke about plans for a traffic signal and turn lane. Drew Smith advised they have not submitted the plans for the turn land or traffic signal yet and they do not intend to increase the residential density.

Mayor Molder asked what would be allowed with the zoning that is there now. Development Services Director Paul Keltner went over what it is acceptable.

Mayor Molder moved to approve Ordinance No. 4483 on first consideration and establish the date of December 14, 2023 as the date of Public Hearing. Council Member Coleman seconded the motion.

All members present voted aye with the exception of Council Member Hardison, Council Member Marshall, Council Member Wiles, and Vice Mayor McBroom who all voted no. The motion to approve Ordinance No. 4483 on first consideration failed with a vote of 3-4.

Item 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.

Council Member Coleman moved to approve Ordinance No. 4484 on first consideration and establish the date of December 14, 2023 as the date of Public Hearing. Mayor Molder seconded the motion.

All Council Members present voted aye.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

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OTHER BUSINESS

Mayor Molder said The Polks at Preservation Park was a wonderful event and kudos to those that helped. He also mentioned the Veterans Day parade on Saturday and the Rotary Pancake Breakfast on Saturday from 6 a.m. - 4 p.m.

Mr. Massey advised that city offices are closed tomorrow.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business, Council Member Coleman moved to adjourn the meeting. Council Member Marshall seconded the motion. All members present voted aye. The meeting adjourned at 07:14 p.m.

UPCOMING EVENTS



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR SHERRY SHEETER, ADMINISTRATIVE ASSISTANT, POLICE DEPARTMENT AND PRESENTATION OF GIFT CHECK AND RETIREMENT PLAQUE BY MAYOR MOLDER.

RECOMMENDATION: Approve.

INFORMATION: Sherry Sheeter has been an employee of the City of Columbia for 22 years. Her effective retirement date is December 15, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: *None.*



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR CARL SHRAKE, POLICE OFFICER, POLICE DEPARTMENT AND PRESENTATION OF GIFT CHECK AND RETIREMENT PLAQUE BY MAYOR MOLDER.

RECOMMENDATION: Approve.

INFORMATION: Carl Shrake has been an employee of the City of Columbia for 28 years. His effective retirement date is December 17, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: *None.*



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR MONTY BLAND, FIRE CAPTAIN, FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: Monty Bland has been an employee of the City of Columbia for 24 years. His effective retirement date is December 14, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: *None.*



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR CLINTON BLANKENSHIP, WASTEWATER MAINTENANCE WORKER, WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Clinton Blankenship has been an employee of the City of Columbia for 21 years. His effective retirement date is December 15, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: *None.*



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR JOHN WILLIAMS, ENGINEERING TECHNICIAN, DEVELOPMENT SERVICES DEPARTMENT

RECOMMENDATION: Approve.

INFORMATION: John Williams has been an employee of the City of Columbia for 15 years. His effective retirement date is December 15, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: *None.*



CITY OF COLUMBIA TENNESSEE
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STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR CHAD HELTON, FIRE CAPTAIN, FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: Chad Helton has been an employee of the City of Columbia for 26 years. His effective retirement date is December 27, 2023 with pension payments to begin on January 1, 2024.

ATTACHMENTS: *None.*



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

**AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR SHARON HOWELL,
ACCOUNTING TECHNICIAN II, CITY RECORDER**

RECOMMENDATION: Approve.

INFORMATION: Sharon Howell has been an employee of the City of Columbia for 27 years. Her effective retirement date is December 15, 2023 with pension payments to begin on January 1, 2024.

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING OCTOBER 31, 2023

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	2,924,234.58	379,736.89	1,391,011.93	1,153,485.76
Sanitation Fund	221,284.30	23,174.41	76,356.73	121,753.16
Wastewater Fund	661,833.84	44,460.93	186,954.39	430,418.52
Street & Transportation Fund				-
State Street Aid	146,124.88			146,124.88
Drug Fund	977.07			977.07
Debt Service Fund	400.00			400.00
Capital Projects Fund	12,461.19			12,461.19
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	423,550.42	368,872.12		54,678.30
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board	30,000.00			30,000.00
	\$ 4,420,866.28	\$ 816,244.35	\$ 1,654,323.05	\$ 1,950,298.88

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 10/1/2023 - 10/31/2023**

GENERAL FUND

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133205	10/5/2023	Randolph Electronics	\$27.98
133206	10/5/2023	Roto-Rooter	\$360.36
133207	10/5/2023	Tn Dept Of Revenue	\$433.93
133208	10/5/2023	Maury Co United Way	\$449.00
133209	10/5/2023	Turner & Osborne Tire Co	\$328.44
133210	10/5/2023	Truckers Lighthouse	\$927.20
133211	10/5/2023	Neel-Schaffer	\$63,299.00
133212	10/5/2023	AT&T	\$1,427.33
133213	10/5/2023	David's Lock & Key Inc	\$159.00
133214	10/5/2023	Dixie Diesel Service	\$8,541.04
133215	10/5/2023	Federal Express	\$15.21
133216	10/5/2023	Kim Dale	\$142.79
133217	10/5/2023	Rogers Group Inc	\$1,140.30
133218	10/5/2023	Robert J Young Company LLC	\$190.88
133219	10/5/2023	Gulf States Distributors Inc	\$3,908.80
133220	10/5/2023	Tn Valley Packing Co	\$1,259.33
133221	10/5/2023	Break Time Services	\$64.00
133222	10/5/2023	Best Cleaners	\$349.14
133223	10/5/2023	State Of TN Attn: Lily White	\$115.90
133224	10/5/2023	State Of TN Dept Of Revenue	\$22.36
133225	10/5/2023	Columbia Firefighter Assn	\$475.00
133226	10/5/2023	Maury County Equipment	\$84.00
133227	10/5/2023	Better Business Solutions	\$156.00
133228	10/5/2023	J & M Supply Solutions	\$307.79
133229	10/5/2023	D & D Towing & Recovery	\$425.00
133230	10/5/2023	Atmos Energy	\$51.37
133231	10/5/2023	The Hogan Company	\$4,430.53
133232	10/5/2023	Advanced Turf Solutions Inc	\$348.27
133233	10/5/2023	SRM Concrete	\$934.00
133234	10/5/2023	State Systems, LLC	\$93.00
133235	10/5/2023	Cintas Corporation #241	\$451.57
133236	10/5/2023	Needle And Grain	\$170.00
133237	10/5/2023	Maury County 911	\$20,921.55
133238	10/5/2023	In & Around Nashville	\$5,210.00
133239	10/5/2023	Phillips Distributing	\$1,725.00
133240	10/5/2023	LanLink Communications, LLC	\$3,467.85
133241	10/5/2023	TriStar Elevator LLC	\$264.00
133242	10/5/2023	Liquidity Services Operations LLC	\$56.32
133243	10/5/2023	Muletown Rec	\$10,000.00
133244	10/5/2023	Freedom Hill Land Management	\$13,104.58
133245	10/5/2023	Waynes Pest Control	\$255.00
133246	10/5/2023	Main Street Media of TN	\$531.25
133247	10/5/2023	Wells Fargo Financial Leasing, Inc	\$134.26
133248	10/5/2023	Maury Regional Medical Group	\$1,202.00
133249	10/5/2023	Kristi D Ransom	\$1,500.00
133250	10/5/2023	Todd Edwards	\$300.00
133251	10/12/2023	Ace Hardware	\$25.90
133252	10/12/2023	Columbia Power & Water Systems	\$28,037.44
133253	10/12/2023	Daily Herald (Subscription)	\$266.00
133254	10/12/2023	Communications Services, Inc.	\$1,126.24
133255	10/12/2023	South Central Tennessee Development District	\$3,000.00
133256	10/12/2023	NAFECO Inc	\$227.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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GENERAL FUND

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133257	10/12/2023	Stoltz Printing Co	\$159.00
133258	10/12/2023	Robert J Young Company LLC	\$1,606.00
133259	10/12/2023	Gulf States Distributors Inc	\$4,036.80
133260	10/12/2023	Short Services Group dba Landscape Management Co	\$4,106.45
133261	10/12/2023	Tennessee Electrical Inc	\$3,950.00
133262	10/12/2023	Break Time Services	\$288.25
133263	10/12/2023	Maury County Equipment	\$66.12
133264	10/12/2023	Municipal Emergency Services	\$343.00
133265	10/12/2023	Mutual Of Omaha	\$12,674.21
133266	10/12/2023	J & M Supply Solutions	\$1,267.65
133267	10/12/2023	Tri Star Energy	\$7,967.17
133268	10/12/2023	CPWS - Broadband	\$600.00
133269	10/12/2023	King's Firearms And More	\$30,500.00
133270	10/12/2023	Atmos Energy	\$292.33
133271	10/12/2023	AT&T	\$147.85
133272	10/12/2023	Municipal Technical Advisory Service	\$85.00
133273	10/12/2023	Life Services EAP	\$1,647.30
133274	10/12/2023	Lee Company	\$1,577.03
133275	10/12/2023	Gateway Tire & Service Center	\$326.93
133276	10/12/2023	Nickell Company LLC	\$7,700.00
133277	10/12/2023	SRM Concrete	\$3,013.00
133278	10/12/2023	Volkert Inc	\$399.00
133279	10/12/2023	Choice Screening	\$20.00
133280	10/12/2023	Johnson Controls	\$835.50
133281	10/12/2023	Leaf	\$1,286.00
133282	10/12/2023	Copycats Print Services Llc	\$144.00
133283	10/12/2023	Cintas Corporation #241	\$2,210.23
133284	10/12/2023	Maury Regional Medical Center	\$150.00
133285	10/12/2023	Henderson, Hutcherson & McCullough	\$17,394.40
133286	10/12/2023	Summit Uniforms	\$115.00
133287	10/12/2023	The Marbet Company	\$2,700.00
133288	10/12/2023	Reach Technologies	\$94.33
133289	10/12/2023	Apparel Masters of Tennessee	\$704.75
133290	10/12/2023	TriStar Elevator LLC	\$264.00
133291	10/12/2023	REA Service, LLC	\$750.00
133292	10/12/2023	Verizon Connect	\$322.15
133293	10/12/2023	Freedom Hill Land Management	\$6,600.00
133294	10/12/2023	Southern Duplicating of Middle Tennessee	\$673.36
133295	10/12/2023	Waynes Pest Control	\$90.00
133296	10/12/2023	Main Street Media of TN	\$962.51
133297	10/12/2023	American Pumping	\$550.00
133298	10/12/2023	Wells Fargo Financial Leasing, Inc	\$287.98
133299	10/12/2023	Maury Regional Medical Group	\$32.00
133300	10/12/2023	Tyler Technologies, Inc	\$1,400.00
133301	10/12/2023	Columbia Kubota	\$1,018.69
133302	10/12/2023	Door Resources	\$3,460.60
133303	10/12/2023	Diamond Equipment Inc	\$8,900.00
133304	10/12/2023	Thomas Creative Agency	\$600.00
133305	10/12/2023	TW Lawncare	\$9,250.00
133306	10/12/2023	Bat Cave Custom	\$3,550.00
133307	10/18/2023	Columbia Power & Water Systems	\$14,546.60
133308	10/18/2023	Morgan Brothers Electric Inc	\$10,724.08

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 10/1/2023 - 10/31/2023**

GENERAL FUND

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133309	10/18/2023	Mail Call	\$1,697.73
133310	10/18/2023	Ricky Stanfill	\$1,000.00
133311	10/18/2023	John Tyler Cobb	\$193.00
133312	10/18/2023	Royal Flush Portables	\$285.00
133313	10/18/2023	MX-Sport Grafix & Awards LLC	\$1,476.98
133314	10/18/2023	J & M Supply Solutions	\$220.05
133315	10/18/2023	McNeece Service Company	\$5,800.00
133316	10/18/2023	Uline	\$138.65
133317	10/18/2023	Farmers Family Restaurant	\$3,900.00
133318	10/18/2023	Preventia Security	\$288.50
133319	10/18/2023	Nick Brown	\$208.00
133320	10/18/2023	Gateway Tire & Service Center	\$336.45
133321	10/18/2023	C.E.S. City Electric Supply Co	\$368.26
133322	10/18/2023	Tracy Latham	\$500.00
133323	10/18/2023	State Systems, LLC	\$675.00
133324	10/18/2023	Chrysler Dodge Jeep Ram of Columbia	\$146.00
133325	10/18/2023	Combined Insurance, a Chubb Company	\$1,510.89
133326	10/18/2023	Copycats Print Services Llc	\$86.07
133327	10/18/2023	Cintas Corporation #241	\$572.09
133328	10/18/2023	Waynes Pest Control	\$55.00
133329	10/18/2023	Southeastern Shirt Corp.	\$384.68
133330	10/18/2023	Leia Smith	\$64.19
133331	10/18/2023	Columbia Kubota	\$8,373.95
133332	10/18/2023	AT&T (Fiber Optics)	\$566.88
133333	10/18/2023	Thermo Scientific Portable Analytical Instruments	\$53,550.00
133334	10/18/2023	John Morrissey	\$94.00
133335	10/18/2023	StyleBlueprint LLC	\$7,250.00
133336	10/24/2023	Tony Gray	\$225.00
133337	10/24/2023	Tri Star Energy	\$38,226.83
133338	10/24/2023	Austin Brass	\$330.04
133339	10/24/2023	Kevin McCarthy	\$360.17
133340	10/26/2023	AFLAC-Amer Family Life Assurance Co	\$199.64
133341	10/26/2023	Columbia Power & Water Systems	\$8,559.79
133342	10/26/2023	Columbia Rubber & Gasket Co	\$19.36
133343	10/26/2023	Communications Services, Inc.	\$143.44
133344	10/26/2023	Maury Co Government	\$23,512.51
133345	10/26/2023	Morgan Brothers Electric Inc	\$4,084.97
133346	10/26/2023	Maury Co United Way	\$449.00
133347	10/26/2023	NAFECO Inc	\$339.00
133348	10/26/2023	Duck River Electric	\$102.69
133349	10/26/2023	Red Bud Supply Inc	\$47.57
133350	10/26/2023	AT&T	\$68.39
133351	10/26/2023	Pioneer Manufacturing Company	\$1,893.83
133352	10/26/2023	David's Lock & Key Inc	\$123.08
133353	10/26/2023	Complete Forms Supply Co LLC	\$57.74
133354	10/26/2023	NexAir LLC	\$39.17
133355	10/26/2023	Sunbelt Rentals Inc	\$1,145.00
133356	10/26/2023	Environmental Systems Research Institute, Inc	\$19,850.00
133357	10/26/2023	Tennessee Electrical Inc	\$6,960.00
133358	10/26/2023	Break Time Services	\$237.00
133359	10/26/2023	Best Cleaners	\$68.94
133360	10/26/2023	Unum Life Insurance Co Of Amer	\$2,238.80

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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GENERAL FUND

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133361	10/26/2023	Columbia Firefighter Assn	\$475.00
133362	10/26/2023	Heritage-Crystal Clean, LLC	\$499.50
133363	10/26/2023	Parman Energy Group LLC	\$3,421.61
133364	10/26/2023	J & M Supply Solutions	\$345.45
133365	10/26/2023	Pictometry Int'l Corp	\$36,069.39
133366	10/26/2023	Atmos Energy	\$660.91
133367	10/26/2023	Preventia Security	\$304.00
133368	10/26/2023	Lee Company	\$4,664.03
133369	10/26/2023	Daily Herald (Ads)	\$1,146.12
133370	10/26/2023	Gateway Tire & Service Center	\$31.83
133371	10/26/2023	SRM Concrete	\$3,509.00
133372	10/26/2023	State Systems, LLC	\$1,473.25
133373	10/26/2023	Johnson Controls	\$524.00
133374	10/26/2023	Chrysler Dodge Jeep Ram of Columbia	\$7,953.00
133375	10/26/2023	WES Engineers & Surveyors	\$4,800.00
133376	10/26/2023	Certified Languages International	\$216.05
133377	10/26/2023	Cintas Corporation #241	\$1,614.29
133378	10/26/2023	Colonial Life	\$9,269.04
133379	10/26/2023	Kellye Murphy	\$159.82
133380	10/26/2023	Maury County 911	\$7,578.83
133381	10/26/2023	Tristar Bank	\$6,364.60
133382	10/26/2023	Waypoint Business Solutions	\$4,884.74
133383	10/26/2023	Firstnet Services Provided By AT&T Mobility	\$1,501.50
133384	10/26/2023	Knighthorst Shredding, LLC	\$68.31
133385	10/26/2023	Verizon Wireless 03	\$41.89
133386	10/26/2023	Verizon Wireless 09	\$1,027.49
133387	10/26/2023	Game Time Sports Fields LLC	\$2,250.00
133388	10/26/2023	Volunteer Paving LLC	\$97.68
133389	10/26/2023	LPT LLC	\$149,850.00
133390	10/26/2023	T-Mobile	\$129.58
133391	10/26/2023	Sonny Hargrove Trucking, LLC	\$1,600.00
133392	10/26/2023	Holston Gases	\$5,841.30
133393	10/26/2023	Visual Media Co LLC	\$600.00
133394	10/26/2023	Southeastern Shirt Corp.	\$722.53
133395	10/26/2023	Maury Regional Medical Group	\$998.00
133396	10/26/2023	Southern Pipe & Supply	\$72.60
133397	10/26/2023	Maury Regional Occupational Health	\$326.00
133398	10/26/2023	Tyler Technologies, Inc	\$1,400.00
133399	10/26/2023	Columbia Kubota	\$196.83
133400	10/26/2023	Lamplsey Concrete, Inc	\$7,890.00
133401	10/26/2023	Alert 360	\$297.21
133402	10/26/2023	Mohawk Lifts LLC	\$7,589.18
133403	10/26/2023	Taft Excavating LLC	\$5,550.00
133404	10/26/2023	Brandon Morris	\$125.00
133405	10/26/2023	Higher Ground Sports Turf, LLC	\$1,000.00
133406	10/26/2023	Nancy Breslin	\$19.00
133407	10/26/2023	Rattle & Snap	\$200.00
133408	10/30/2023	Nicole Fall	\$225.00
133409	10/30/2023	Travis Neas	\$50.00
133410	10/30/2023	Brandon Schroeder	\$225.00
133411	10/30/2023	Jeff Segroves	\$225.00
133412	10/30/2023	Trent Thomson	\$270.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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GENERAL FUND

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133413	10/30/2023	Alex MacPherson	\$225.00
133414	10/30/2023	Michael Waters	\$270.00
133415	10/30/2023	Darrell Freeman	\$270.00
133416	10/30/2023	Landen Barber	\$225.00
133417	10/30/2023	City of Col Petty Cash	\$368.00
133418	10/31/2023	City Of Col Employees Retireme	\$181,686.04
133419	10/31/2023	City Of Col Tn Retirement	\$23,792.87

Total Purchase Cards:	\$	106,439.78
Total Payroll Transfers:	\$	1,391,011.93
Total Misc. Transfers:	\$	379,736.89
Total Checks: 215	\$	<u>1,047,045.98</u>
Total:	\$	2,924,234.58

STATE STREET AID

8054	10/5/2023	Columbia Power & Water Systems	\$10,623.37
8055	10/5/2023	Neel-Schaffer	\$5,130.00
8056	10/5/2023	Advance Paving	\$10,200.00
8057	10/5/2023	Cutting Edge Lawn and Landscapes	\$2,600.00
8058	10/12/2023	Advance Paving	\$7,800.00
8059	10/12/2023	Cutting Edge Lawn and Landscapes	\$1,300.00
8060	10/26/2023	Columbia Power & Water Systems	\$4,433.97
8061	10/26/2023	Temple Inc	\$103,626.00
8062	10/26/2023	Duck River Electric	\$15.56

Total Purchase Cards:	\$	395.98
Total Misc. Transfers:	\$	-
Total Checks: 9	\$	<u>145,728.90</u>
Total:	\$	146,124.88

SANITATION

22133	10/5/2023	Robert J Young Company LLC	\$16.50
22134	10/5/2023	Atmos Energy	\$51.36
22135	10/5/2023	Cintas Corporation #241	\$184.45
22136	10/5/2023	Marshall County Solid Waste and Recycling	\$2,199.60
22137	10/5/2023	Muletown Rec	\$1,029.41
22138	10/5/2023	Wells Fargo Financial Leasing, Inc	\$134.25
22139	10/5/2023	Maury Regional Medical Group	\$122.00
22140	10/12/2023	Columbia Power & Water Systems	\$1,182.53
22141	10/12/2023	Mutual Of Omaha	\$645.97
22142	10/12/2023	Tri Star Energy	\$1,037.91
22143	10/12/2023	Life Services EAP	\$107.10
22144	10/12/2023	United Waste Haulers Of TN LLC	\$45,052.23
22145	10/12/2023	Henderson, Hutcherson & McCullough	\$1,790.60
22146	10/12/2023	Toter, LLC	\$36,310.19
22147	10/18/2023	Combined Insurance, a Chubb Company	\$159.06
22148	10/26/2023	Columbia Power & Water Systems	\$27.11
22149	10/26/2023	Unum Life Insurance Co Of Amer	\$165.60
22150	10/26/2023	Daily Herald (Ads)	\$71.88

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 10/1/2023 - 10/31/2023**

SANITATION

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22151	10/26/2023	Cintas Corporation #241	\$552.27
22152	10/26/2023	Colonial Life	\$922.11
22153	10/26/2023	Samsara Inc	\$1,324.81
22154	10/31/2023	City Of Col Employees Retireme	\$8,269.03
22155	10/31/2023	City Of Col Tn Retirement	\$1,082.88

Total Purchase Cards:	\$	19,314.31
Total Payroll Transfers:	\$	76,356.73
Total Misc. Transfers:	\$	23,174.41
Total Checks: 23	\$	<u>102,438.85</u>
Total:	\$	221,284.30

WASTEWATER

48286	10/5/2023	Columbia Oil Company Inc	\$150.07
48287	10/5/2023	Duck River Electric	\$258.16
48288	10/5/2023	W W Grainger Inc	\$885.32
48289	10/5/2023	Vulcan Materials Co	\$616.25
48290	10/5/2023	TriStar Elevator LLC	\$614.00
48291	10/5/2023	Donnie Boshers	\$428.00
48292	10/5/2023	Muletown Rec	\$1,470.59
48293	10/5/2023	Maury Regional Medical Group	\$538.00
48294	10/12/2023	Columbia Power & Water Systems	\$74,909.13
48295	10/12/2023	Ted's Sporting Goods	\$250.00
48296	10/12/2023	Stoltz Printing Co	\$419.50
48297	10/12/2023	ICM - Improved Construction Methods	\$588.00
48298	10/12/2023	Robert J Young Company LLC	\$76.01
48299	10/12/2023	Hach Company	\$3,000.00
48300	10/12/2023	J R Wauford & Co Cons Eng, Inc	\$124,200.00
48301	10/12/2023	Nixon Power Services LLC	\$4,828.30
48302	10/12/2023	Mutual Of Omaha	\$2,057.48
48303	10/12/2023	Tri Star Energy	\$2,156.78
48304	10/12/2023	Atmos Energy	\$50.96
48305	10/12/2023	Life Services EAP	\$204.00
48306	10/12/2023	Lee Company	\$38,636.77
48307	10/12/2023	Camfil Usa Inc	\$1,934.16
48308	10/12/2023	Cintas Corporation #241	\$439.36
48309	10/12/2023	Henderson, Hutcherson & McCullough	\$6,395.00
48310	10/12/2023	ACT & C	\$377.03
48311	10/12/2023	Waypoint Analytical, LLC	\$120.00
48312	10/12/2023	Source Technologies	\$21,045.80
48313	10/12/2023	Drees Premier Homes, Inc	\$2,390.00
48314	10/18/2023	Columbia Power & Water Systems	\$94.02
48315	10/18/2023	Duck River Electric	\$2,146.88
48316	10/18/2023	Combined Insurance, a Chubb Company	\$44.10
48317	10/18/2023	Cintas Corporation #241	\$402.13
48318	10/26/2023	Columbia Power & Water Systems	\$5,678.07
48319	10/26/2023	Columbia Oil Company Inc	\$636.67
48320	10/26/2023	Duck River Electric	\$397.00
48321	10/26/2023	AT&T	\$5,128.27
48322	10/26/2023	Labtronx Inc	\$1,887.50
48323	10/26/2023	W W Grainger Inc	\$1,040.56

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WASTEWATER

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48324	10/26/2023	Robert J Young Company LLC	\$353.29
48325	10/26/2023	B & B Concrete Products Inc	\$250.00
48326	10/26/2023	WM CORPORATE SERVICES, INC	\$59,640.71
48327	10/26/2023	Environmental Systems Research Institute, Inc	\$19,850.00
48328	10/26/2023	Vulcan Materials Co	\$817.11
48329	10/26/2023	Unum Life Insurance Co Of Amer	\$484.00
48330	10/26/2023	Tri Star Energy	\$3,399.34
48331	10/26/2023	Atmos Energy	\$46.66
48332	10/26/2023	Cook's Pest Control Inc	\$117.00
48333	10/26/2023	Cintas Corporation #241	\$402.13
48334	10/26/2023	Colonial Life	\$1,669.83
48335	10/26/2023	Maury Regional Medical Group	\$254.00
48336	10/31/2023	City Of Col Employees Retireme	\$18,103.92
48337	10/31/2023	City Of Col Tn Retirement	\$2,370.82

Total Purchase Cards:	\$	16,165.84
Total Payroll Transfers:	\$	186,954.39
Total Misc. Transfers:	\$	44,460.93
Total Checks: 52	\$	<u>414,252.68</u>
Total:	\$	661,833.84

DRUG

5959	10/12/2023	Thomson Reuters - West	\$64.00
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Total Purchase Cards:	\$	913.07
Total Checks: 1	\$	<u>64.00</u>
Total:	\$	977.07

INSURANCE

3063	10/5/2023	Sherrill Morgan	\$9,875.00
3064	10/5/2023	Muletown Rec	\$12,500.00
3065	10/12/2023	Maury Regional Hospital Marshall Medical Ctr	\$115.00
3066	10/26/2023	BlueCross BlueShield Of TN	\$23,917.22
3067	10/26/2023	Maury Regional Hospital Marshall Medical Ctr	\$8,271.08

Total Misc. Transfers:	\$	368,872.12
Total Checks: 5	\$	<u>54,678.30</u>
Total:	\$	423,550.42

CAPITAL PROJECTS

3045	10/5/2023	Gresham Smith & Partners	\$1,040.21
3046	10/5/2023	Morrison Engineering LLC	\$2,100.00
3047	10/9/2023	Beaman Toyota	\$7,000.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 10/1/2023 - 10/31/2023**

CAPITAL PROJECTS

PAGE 8

3048	10/26/2023	Ragan Smith & Associates Inc	\$2,320.98
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Total Misc. Transfers:	\$	-
Total Checks: 4	\$	12,461.19
Total:	\$	12,461.19

DEBT SERVICE

2396	10/12/2023	U S Bank	\$400.00
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Total Misc. Transfers:	\$	-
Total Checks: 1	\$	400.00
Total:	\$	400.00

IDB

1068	10/12/2023	Retail Strategies LLC	\$30,000.00
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Total Misc. Transfers:	\$	-
Total Checks: 1	\$	30,000.00
Total:	\$	30,000.00



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 – SPG, FINANCIALLY RESPONSIBLE CITY PROVIDING EXCELLENT SERVICES

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.
- \$99,138 represents General Fund investment income received for the quarter.
- \$35,760 represents the combined investment income received for all other 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:



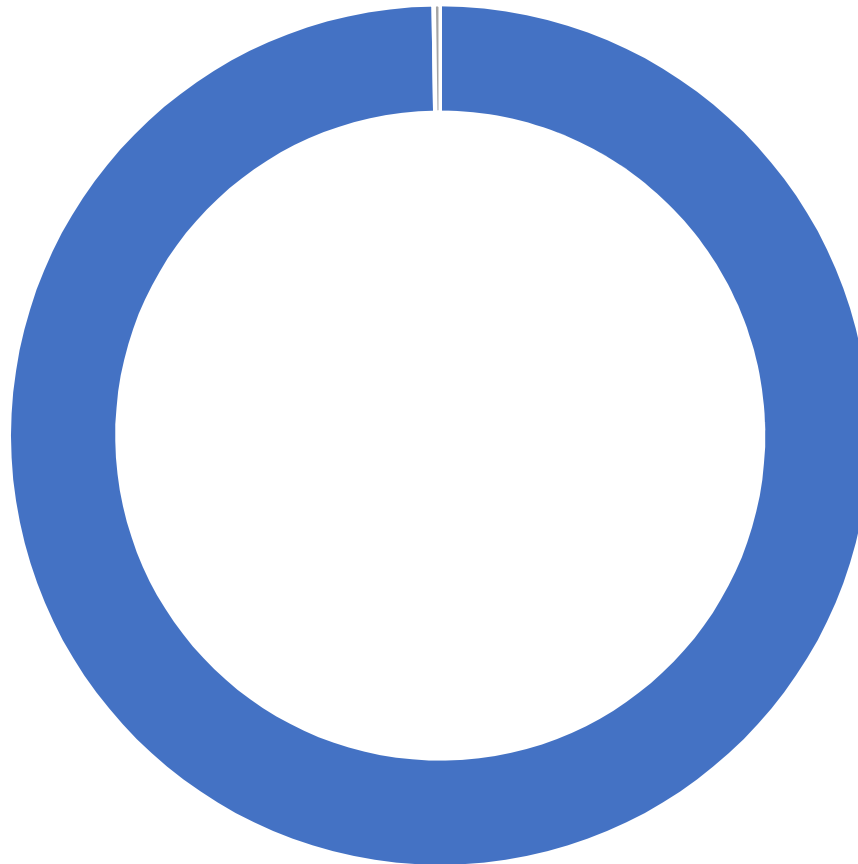
Thad H. Jablonski
Assistant City Manager, CFO & City Recorder

Investment Highlights

\$	16,046,651	New Funds invested during the quarter
\$	-	Amount of withdrawals during the quarter
\$	99,138	Investment income received for the quarter (General Fund)
\$	35,760	Investment income received for the quarter (Other Funds)
\$	134,898	

Investment Asset Allocation

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



Product Type	Balance	Allocation %
United States Treasury Notes/Bills	68,962,955	99.74%
US Govt. Money Market Funds	23,179	0.03%
Cash	155,970	0.23%

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

Thad Jablonski, Finance Director, tjablonski@columbiatn.com, 931-560-1580

AGENDA ITEM TITLE: ACCEPTANCE OF THE CITY OF COLUMBIA ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023 – SPG, FINANCIALLY RESPONSIBLE CITY PROVIDING EXCELLENT SERVICES

RECOMMENDATION: Accept the Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2023.

INFORMATION: At the May 11, 2023 meeting, the City Council awarded a bid for auditing services to Henderson, Hutcherson and McCullough for three years with a provision for renewal for two subsequent years. The firm performs the City's annual audit and assists in preparation of the Annual Comprehensive Financial Report (ACFR).

The audit process went smoothly again this year, with City staff continuing to prepare as much information as possible (financial schedules, spreadsheets, etc.) in an attempt to expedite the audit process and reduce billing costs to the City. Ultimately, the City received a "clean" audit report for FY 2023.

In previous years including the last fiscal year (FY 2022), additional services and testing ("single audit" testing) were required and performed in conjunction with federal grant expenditures in accordance with Government Auditing Standards issued by the Comptroller General of the United States and OMB Circular A-133, Audits of States, Local Governments & Non-Profit Organizations. No single audit was required for the year ended June 30, 2023.

Last year, the City applied for and received its twenty fourth consecutive "Certificate of Achievement for Excellence in Financial Reporting" from the Government Finance Officers Association (GFOA) of the United States and Canada. The Certificate of Achievement is valid for one year only. At the time the award was presented, GFOA also made recommendations for enhancements to future reports. Issues presented by GFOA have been addressed and we plan to apply for the award for the FY 2023 financial report with the belief that we continue to meet program requirements.

Aimed at providing accurate and high-quality financial reporting in a condensed format, the City applied for and received its fifth "Popular Annual Financial Reporting Awards Program" (PAFR) for the FY 2022 by GFOA. The financial data presented in the PAFR was taken from the ACFR and is intended to supplement, not replace, the ACFR.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

**AGENDA ITEM TITLE: APPROVE CHANGE ORDER TO THE AGREEMENT WITH ADAMS CONTRACTING, LLC
IN THE AMOUNT OF \$225,493.76**

RECOMMENDATION: Approve Change Order.

INFORMATION: The City of Columbia entered into a contract with Adams Contracting, LLC on October 19, 2022. Contract No. E 2022-02 for the South Garden Streetscape Project. The original contract price was \$2,132,231.75. This Change Order is for a net increase of \$225,493.76 to cover additional construction costs incurred. The total Contract Price with approved Change Order will be \$2,357,725.51.

CERTIFICATION: The Chief Financial Officer certifies that \$225,494 will be included in the second consideration appropriation amendment in Capital Projects-South Garden Streetscape.

ATTACHMENTS: Contract No. E 2022-02; Request for Construction Change Order

AGREEMENT

S. GARDEN STREET STREETSCAPE CARMACK BLVD. TO DEPOT ST. CONTRACT #E 2022-02

THIS AGREEMENT is dated as of the 19th day of October in the year 2022
by and between the City of Columbia, Tennessee (hereinafter called **OWNER**) and

Adams Contracting, LLC, 131 Prosperous Place, Suite 19A, Lexington, KY 40509

(Hereinafter called **CONTRACTOR**).

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the CONTRACT Documents. The WORK is generally described as follows:

The Work to be done consists of the providing labor, materials, equipment, insurance and bonds for new sidewalk, ADA compliant curb ramps, parking areas, curb and gutter, storm drainage, paving, pavement markings, and signing on S. Garden Street from Carmack Blvd. to Depot St. The project also includes installation of lighting, landscaping and hardscape plazas along the corridor. Work also includes construction of a left turn lane on Carmack Blvd.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

S. GARDEN STREET STREETSCAPE
CARMACK BLVD. TO DEPOT ST.
FISCAL YEAR 2022-2023
CONTRACT #E 2022-02

Article 2. ENGINEER.

The CONTRACT has been prepared by the City Engineer who is hereinafter called **ENGINEER** and who is to act as **OWNER'S** representative, assumes all duties and responsibilities and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. The **OWNER** updated these specifications, as needed, to include currently available products and materials.

Article 3. CONTRACT TIMES.

- 3.1 The WORK will be completed and ready for final payment in accordance with Article 14.07 of the General Conditions within **365 days** after the date when the Contract Times commence to run as prescribed in the **NOTICE TO PROCEED**.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence to this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in paragraph 3.1 above. They also recognized the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final pay.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents and amount in current funds equal to the CONTRACTOR'S Lump Sum Bid Proposal, including all supplies, materials, equipment, labor, insurance, bonds, etc. That amount is:

The Total Unit Item CONTRACT Price of 2,132,231.75
two million, one hundred thirty two thousand two hundred thirty one dollars and 75 cents

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

Upon completion and acceptance of the WORK in accordance with Article 14.07 of the General Conditions, OWNER shall pay the CONTRACTOR Price as recommended by the ENGINEER as provided in said Article 14.07.

Article 6. INTEREST.

All moneys not paid by OWNER when due to CONTRACTOR shall bear interest at the maximum rate allowed by law, at the place of the Project, when not paid within a reasonable time.

Article 7. CONTRACT DOCUMENTS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied CONTRACT Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data".

- 7.2 CONTRACTOR has visited the site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the WORK. CONTRACTOR is aware that CONTRACTOR is responsible for taking all measurements and calculating all dimensions used in the preparation of CONTRACTOR'S BID.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the WORK, including any and all permits as required by said Laws and Regulations.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions, if any, as provided in Article 4 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not CONTRACT Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the CONTRACT Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the WORK or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, test, studies or data are necessary for the performance and furnishing of the WORK at the CONTRACT Price, within the CONTRACT Times and in accordance with the other terms and conditions of the CONTRACT Documents.
- 7.5 CONTRACTOR is aware of the general nature of WORK to be performed by CONTRACTOR and others at the site that relates to the WORK as indicated in the CONTRACT Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the CONTRACT Documents and all additional examinations, investigations, explorations, tests, studies, and data with the CONTRACT Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR had discovered in the CONTRACT Documents and written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the CONTRACT Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

Article 8. CONTRACT DOCUMENTS.

The CONTRACT Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK, consist of the following:

- 8.1 This AGREEMENT
- 8.2 PERFORMANCE BOND
- 8.3 DRUG-FREE WORKPLACE AFFIDAVIT
- 8.4 NOTICE TO PROCEED
- 8.5 GENERAL CONDITIONS
- 8.6 SUPPLEMENTARY CONDITIONS

- 8.7 ADDENDA numbers 1 to 2 inclusive.
8.8 CONTRACTOR'S BID PROPOSAL (pages 1 to 3)
8.9 Documentation submitted by CONTRACTOR prior to NOTICE OF AWARD.
8.10 The following, which may be delivered or issued after the Effective Date of the AGREEMENT, and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the CONTRACT Documents.

There are no CONTRACT Documents other than those in this Article 8. The CONTRACT Documents may only be amended, modified or supplemented as provided in Article 3 of the GENERAL CONDITIONS.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this CONTRACT, which are defined in Article 1 of the Instructions to Bidders will have the meanings indicated in the Instructions to Bidders.
- 9.2 No assignment by a party hereto of any rights or interests under the CONTRACT Documents will be binding on another party hereto without the written consent of the party sought to be bound: and, specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the CONTRACT Documents.
- 9.4 Any provision or part of the CONTRACT Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the CONTRACT Documents shall be reformed to replace such stricken provision or parts thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to **OWNER, CONTRACTOR and ENGINEER**. All portions of the Contract Documents have been signed, initialed or identified by **OWNER and CONTRACTOR** or identified by **ENGINEER** on their behalf.

This Agreement will be effective on October 19, 2022 (which is the Effective Date of the Agreement).

OWNER: CITY OF COLUMBIA,
TENNESSEE

By: [Signature]

Title: Mayor

Attest: [Signature] 10-19-22

Title: City Recorder
(Affix City Seal)

CONTRACTOR: Adams Contracting, LLC
131 Prosperous Place, Suite 19A
Lexington, KY 40509

By: [Signature]

Title: Scott Adams, PE, President

Approved as to Legal Form:

By: [Signature]
C. Tim Tisher, City Attorney

SECTION 6, PAGE 4

Business Address:

Adams Contracting, LLC
131 Prosperous Place, Suite 19A
Lexington, KY 40509

License no. 68891

Certification of Authority to Sign (if applicable):

I, Melanie Anderkin certify that I am the Secretary
(printed name) (title)
of the corporation named as CONTRACTOR herein; that Scott Adams, PE
(printed name)
who signed this Agreement on behalf of the CONTRACTOR was then President
(title)
of said corporation that said Agreement was duly signed for and in behalf of said corporation by
authority of its governing body and is within the scope of its corporate powers.



Melanie Anderkin
(Signature)

(Affix corporate seal)

END OF SECTION

Request for Construction
Change Order No.
Final Summary Change
Order

City of Columbia
700 N. Garden Street
Columbia, TN 38401

Contract No.	<u>E 2022-02</u>
Project	<u>S. Garden Street Streetscape</u> <u>Carmack Blvd. to Depot St.</u>

Whereas, we Adams Contracting, LLC entered into a contract with the CITY OF Columbia, on October 19, 2022, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

Balancing change order for final payment

Attachments (List documents supporting change):

--

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
	SEE ATTACHED EXPLANATION OF FINAL OVERRUN/UNDERRUN				

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$2,132,231.75
Net Increase (Decrease) from previous Change Orders
No. 0 to 0:
\$
Contract Price prior to this Change Order:
\$2,132,231.75
Net increase (decrease) of this Change Order:
\$225,493.76
Contract Price with all approved Change Orders:
\$2,357,725.51

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion: _____
Ready for final payment: _____
Net change from previous Change Orders No. 0 to 1:
Substantial Completion: _____
Ready for final payment: _____
Contract Times prior to this Change Order:
Substantial Completion: _____
Ready for final payment: _____
Net increase (decrease) this Change Order:
Substantial Completion: _____
Ready for final payment: _____
Contract Times with all approved Change Orders:
Substantial Completion: _____
Ready for final payment: _____

Now, Therefore, We, Adams Contracting, LLC Contractors, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

By: [Signature] By: [Signature] Glenn Harper
CEI for City of Columbia CITY PROJECT MANAGER

Date: November 17, 2023 Date: 11/20/23

ACCEPTED

By: [Signature] Scott Adams, PE, President
CONTRACTOR (Authorized Signature)

Date: 11/20/2023

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

Approved as to Legal Form:

[Signature]
C. Tim Tisher, City Attorney

EXPLANATION OF FINAL OVERRUN / UNDERRUN

PIN:
 Proj. No.:
 Contract No.: E 2022-03
 Fed. Proj. No.:

Project Description: S. Garden Street Streetscape Carmack Blvd. to Depot St.

Print Date: 11/17/2023

PAY ITEM NO.	DESCRIPTION	OVERRUN UNDERRUN	UNIT	EXPLANATION
202-01.14	REMOVAL OF PIPE (18" RCP, STA. 12+25 LT.)	10.000	L.F.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
202-08.10	REMOVAL OF CURB (ROADWAY)	1,301.000	L.F.	Contractor provided quantities. CEI could not verify.
				The Road and Drainage excavation was measured in the field and verified by load counts when the material was moved. Adams was careful to quantify this item as we often see this item over or underrun. It would be complicated only to use the plans with the limited information from the typical sections and attempt to come up with a quantity after the fact. However, if you take the 53,031 SF of Asphalt and Concrete removal area at an average depth of eighteen inches, the neat amount equals 2,946.16 CY of Road and Drainage Excavation. Also, at Carmack Blvd, 2,861 SF of Road and Drainage was removed, equaling 158.95 CY. These also do not consider additional areas removed as directed adjacent to the self-storage center and the multiple locations where additional asphalt thicknesses were incurred. The only accurate way to quantify the material is by taking in-field measurements and, as a backup, checking them periodically against load counts, as Adams did throughout the project.
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	888.300	C.Y.	
209-05	SEDIMENT REMOVAL	10.000	C.Y.	Contractor provided quantities. CEI could not verify.
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	470.320	TON	The bid quantity was an estimate and the quantity used on the project was verified by tickets and used as needed to complete the project.
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	3.270	TON	The bid quantity was an estimate and the quantity used on the project was verified by tickets and used as needed to complete the project.
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	(0.090)	TON	The bid quantity was an estimate and the quantity used on the project was verified by tickets and used as needed to complete the project.
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	(0.630)	TON	The bid quantity was an estimate and the quantity used on the project was verified by tickets and used as needed to complete the project.
307-02.06	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B	12.180	TON	The bid quantity was an estimate and the quantity used on the project was verified by tickets and used as needed to complete the project.
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	(1.250)	TON	Item not utilized on the project.
402-02	AGGREGATE FOR COVER MATERIAL (PC)	(4.250)	TON	Item not utilized on the project.
411-01.10	ACS MIX(PG64-22) GRADING D	157.920	TON	The bid quantity was an estimate and the quantity used on the project was verified by tickets and used as needed to complete the project.
411-02.10	ACS MIX(PG70-22) GRADING D	(2.070)	TON	The bid quantity was an estimate and the quantity used on the project was verified by tickets and used as needed to complete the project.
701-01.01	CONCRETE SIDEWALK (4 ")	1,650.000	S.F.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
701-01.03	CONCRETE SIDEWALK - 4 " (PLAZA AREA)	38.000	S.F.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
701-02	CONCRETE DRIVEWAY	(990.000)	S.F.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
701-02.03	CONCRETE CURB RAMP	(101.000)	S.F.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.

EXPLANATION OF FINAL OVERRUN / UNDERRUN

PIN:
 Proj. No.:
 Contract No.: E 2022-03
 Fed. Proj. No.:

Project Description: S. Garden Street Streetscape Carmack Blvd. to Depot St.

Print Date: 11/17/2023

PAY ITEM NO.	DESCRIPTION	OVERRUN UNDERRUN	UNIT	EXPLANATION
702-01	CONCRETE CURB	3.000	C.Y.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
702-03	CONCRETE COMBINED CURB & GUTTER	43.200	C.Y.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	10.000	EACH	Contractor needed additional traffic control measures for work along Carmack
712-05.03	WARNING LIGHTS (TYPE C)	10.000	EACH	Contractor needed additional traffic control measures for work along Carmack
712-06	SIGNS (CONSTRUCTION)	130.500	S.F.	Contractor needed additional traffic control measures for work along Carmack
712-08.03	ARROW BOARD (TYPE C)	1.000	EACH	Contractor needed additional traffic control measures for work along Carmack
714-03.01	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40)	303.000	L.F.	Per the contractor "The conduit overran due to the plans not accounting for stub ups and rerouting some conduits around existing utilities."
714-03.03	DIRECT BURIAL CONDUIT (1" PVC, SCHEDULE 40)	245.000	L.F.	Per the contractor "The conduit overran due to the plans not accounting for stub ups and rerouting some conduits around existing utilities."
714-05.05	PULL BOXES (FIBER REINFORCED CONCRETE, 12"X12"X18")	16.000	EACH	The planned quantity was adjusted per plans revisions for pullboxes at each streetlight location.
714-06.03	CABLE (1/C # 10 AWG)	160.000	L.F.	Contractor provided quantities. CEI could not verify.
714-06.04	CABLE (1/C # 8 AWG)	(215.000)	L.F.	Contractor provided quantities. CEI could not verify.
714-06.05	CABLE (1/C # 6 AWG)	(4,430.000)	L.F.	The planned quantity was adjusted per plans revisions.
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	(2.000)	L.F.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	(4.445)	S.Y.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	(14.000)	L.F.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	20.000	L.F.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	(0.010)	L.M.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	(0.070)	L.M.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
716-13.02	SPRAY THERMO PVT MRKNG (60 mil) (6IN LINE)	(0.056)	L.M.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
795-09.09	RELOCATE/RECONNECT SERVICE ASSEMBLY	5.000	EACH	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
802-06.03	MULCH (3IN SHREDDED PINE BARK MULCH)	(6.000)	C.Y.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
803-01	SODDING (NEW SOD)	555.000	S.Y.	The new turning lane at Carmack required 164 SY of Sod not called out in the plans. The area behind the sidewalk along South Garden also does not call out sod; however, this area required covering, which took 391 SY.
920-12	SIGN POSTS (ROUND, BLACK)	(130.000)	L.F.	Planned quantities did not match field conditions. The quantity was field measured by the Inspector.
611-ADJUST	DRAIN BOX ADJUSTMENT	(0.420)	LS	Existing conditions did not match plans and adjustments were needed in the field.
714-06.06	CABLE (1/C #4 AWG)	(600.000)	L.F.	The planned quantity was adjusted per plans revisions.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Wanda McClain, wmcclain@columbiatn.com, Human Resource Director, 931-560-1574

AGENDA ITEM TITLE:

APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A THREE-YEAR CONTRACT EXTENSION WITH SHERRILL MORGAN IN THE AMOUNT OF \$38,500 IN 2024 FOR EMPLOYEE INSURANCE CONSULTING

RECOMMENDATION: Approve.

INFORMATION: This Agreement shall continue for an initial period of three years beginning on January 1, 2024, after which it shall automatically continue on a year-to-year basis until either party provides notice of termination in accordance with the provisions of this Article. The client or Sherrill Morgan may terminate this agreement at any time, with or without cause, provided that 30 days' written notice is given to the other party prior to the effective date of termination. In consideration for the services of Sherrill Morgan, the client shall compensate Sherrill Morgan a fee of \$39,500 in 2024, \$40,500 in 2025, and \$41,500 in 2026. Upon termination under this Article, the Client shall pay a pro rata fee for any work already performed by Sherrill Morgan. Travel and accommodation expenses for Sherrill Morgan staff, when necessary during the contract period, are included in the fees stated in this Article.

CERTIFICATION: The Chief Financial Officer certifies that \$39,500 is available and unencumbered in Health Insurance Fund - Professional Services.

CONSULTING AGREEMENT

THIS AGREEMENT, made this 1st day of January 2024 by and between Sherrill D. Morgan and Associates, Inc., DBA SHERRILL MORGAN, hereinafter called SHERRILL MORGAN, and the City of Columbia, Tennessee, hereinafter called the Client.

WHEREAS, the Client wants to use the services of SHERRILL MORGAN for the purpose of performing an ongoing comprehensive analysis to assist the Client in achieving certain goals regarding its employee benefits programs;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

Responsibilities of SHERRILL MORGAN; Scope of Work

SHERRILL MORGAN shall provide specific recommendations to the Client on how to achieve the Client's stated goals for its employee benefits programs, and shall provide additional services as set forth in Exhibit A.

ARTICLE II

Responsibilities of Client

The Client shall furnish any and all documents and information that SHERRILL MORGAN deems necessary to complete its responsibilities as stated in Article I, including signed authorizations requesting information from institutions or individuals.

ARTICLE III

Term and Termination; Compensation

This Agreement shall continue for an initial period of three years beginning on January 1, 2024, after which it shall automatically continue on a year-to-year basis until either party provides notice of termination in accordance with the provisions of this Article. The Client or SHERRILL MORGAN may terminate this Agreement at any time, with or without cause, provided that 30 days' written notice is given to the other party prior to the effective date of termination. In consideration for the services of SHERRILL MORGAN, the Client shall compensate SHERRILL MORGAN a fee of \$39,500 in 2024, \$40,500 in 2025, and \$41,500 in 2026. Upon termination under this Article, the Client shall pay a pro rata fee for any work already performed by SHERRILL MORGAN. Travel and accommodation expenses for SHERRILL MORGAN staff, when necessary during the contract period, are included in the fees stated in this Article.

ARTICLE IV

Miscellaneous Provisions

SHERRILL MORGAN shall not accept finders' fees or commissions in connection with this Agreement from any vendor it may recommend to the Client. SHERRILL MORGAN shall not pay finders' fees or commissions in connection with this Agreement to any person or persons who have recommended its services to the Client. With the Client's approval, at the termination of this Agreement SHERRILL MORGAN may market insurance plans to the Client.

This Agreement and all of its terms and conditions shall extend to and be binding upon both parties and their respective heirs, executors, administrators, successors, and assigns.

Neither party shall sell, assign, or otherwise transfer any of its rights under this Agreement without the other party's prior written consent.

This Agreement constitutes the entire agreement between the parties. Any prior communications or agreements are superseded by this Agreement. This Agreement may not be modified or amended without a written Agreement signed by both parties.

The failure of either party to enforce any of the provisions of this Agreement will in no way be construed as a waiver of the provisions of this Agreement and will in no way affect the validity of this Agreement. If any of the provisions of this Agreement are declared invalid or unenforceable for any reason, the validity of other provisions of this Agreement will not be affected by the invalid or unenforceable provision.

The rights and obligations of the parties to this Agreement shall be governed by the laws of the State of Tennessee.

WITNESS the hands of the parties on this the day and date first above written.

CITY OF COLUMBIA, TENNESSEE

BY: _____

Title: _____

SHERRILL D. MORGAN & ASSOCIATES, INC.
DBA SHERRILL MORGAN

BY: Lisa A. Stamm
Vice President, Consulting Services
Sherrill D. Morgan & Associates, Inc.

Approved as to Legal Form:


C. Tim Tisher, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE BID AWARD TO BRINDLEY CONSTRUCTION IN THE AMOUNT OF \$4,882,000 FOR RENOVATIONS TO FIRE STATION #1 LOCATED AT 1000 SOUTH GARDEN STREET AND AUTHORIZE THE MAYOR TO EXECUTE ANY RELATED DOCUMENTS

RECOMMENDATION: Approve a bid award to Brindley Construction in the amount of \$4,882,000 for renovations to Fire Station #1 located at 1000 South Garden Street.

INFORMATION: Competitive bids were solicited for the renovation to Fire Station #1, located at 1000 South Garden Street.

Five bids were received, and a decision was made to declare Brindley Construction the apparent low bidder due to their submitted bid envelope and contents being affirmed to comply with the State of Tennessee Board of Contractors, License and Bidding Requirements.

CERTIFICATION: The Chief Financial Officer certifies that \$4,882,000 will be included in the second consideration appropriation amendment in Capital Projects-Fire Administration - Buildings.

Exhibit A

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- C4.01 Civil Details

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END OF SECTION 00 31 13

Exhibit B

Specifications Handbook for PROPOSED FACILITY RENOVATION to FIRE STATION #1

Columbia, Tennessee

October 30, 2023

CITY OF COLUMBIA

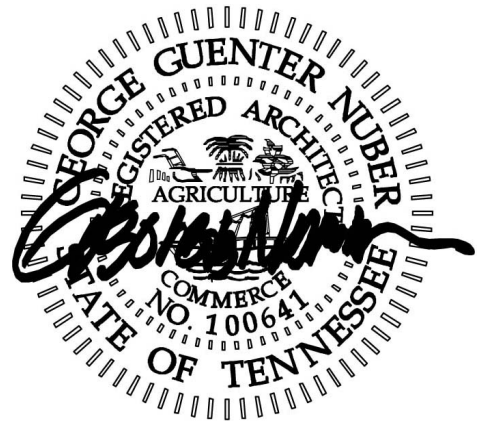


ECCLESIASTICAL PLANNING / DESIGN
COMMERCIAL ARCHITECTURE

1069 Rolling Fields Circle, Columbia, Tennessee 38401

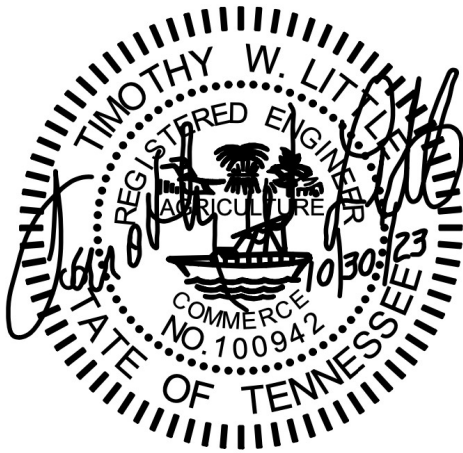
Phone: (931) 540-8045 Cell: (931) 446-1741

E-mail: george@nuberarchitecturellc.com



10/30/2023

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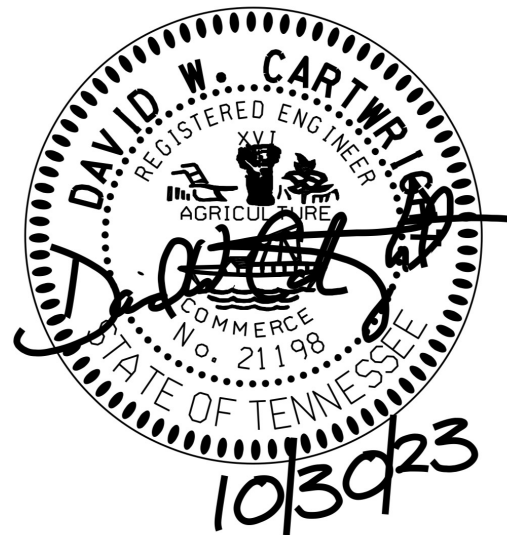


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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Renovations to Fire Station #1
1000 South Garden Street
Columbia, TN 38401

THE OWNER:

(Name, legal status and address)

City of Columbia, TN
700 North Garden Street
Columbia, TN 38401

THE ARCHITECT:

(Name, legal status and address)

Nuber Architecture, LLC
1069 Rolling Fields Circle
Columbia, TN 38401

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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User Notes:

(1935757124)

- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

Init.

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User Notes:

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for

AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:38:40 ET on 12/05/2023.

PAGE 1

Renovations to Fire Station #1
1000 South Garden Street
Columbia, TN 38401

...

City of Columbia, TN
700 North Garden Street
Columbia, TN 38401

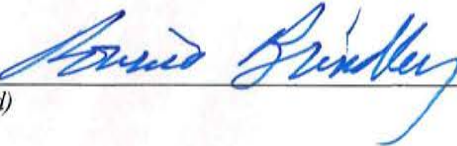
...

Nuber Architecture, LLC
1069 Rolling Fields Circle
Columbia, TN 38401

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronnie Brindley, President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:38:40 ET on 12/05/2023 under Order No. 4104247122 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

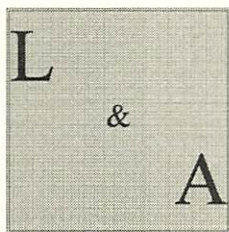
President
(Title)

12/5/2023
(Dated)

COLUMBIA FIRE STATION NO. 1

SCHEDULE OF VALUES
12/5/2023

DESCRIPTION	UNIT	AMOUNT
1. General Conditions	1 Lump Sum	\$355,682.00
2A. Demolition	1 Lump Sum	\$68,289.00
2B. Sitework	1 Lump Sum	\$394,367.00
3. Concrete	1 Lump Sum	\$354,555.00
4. Masonry	1 Lump Sum	\$294,153.00
5. Structural & Miscellaneous Steel	1 Lump Sum	\$139,856.00
6. Rough and Finish Carpentry	1 Lump Sum	\$125,855.00
7. Moisture Protection	1 Lump Sum	\$205,806.00
8. Doors and Windows	1 Lump Sum	\$442,599.00
9. Finishes	1 Lump Sum	\$847,593.00
10. Specialties	1 Lump Sum	\$19,255.00
11. Equipment	1 Lump Sum	\$0.00
12. Furnishings	1 Lump Sum	\$0.00
13. Special Construction	1 Lump Sum	\$0.00
14. Conveying Systems	1 Lump Sum	\$0.00
15A. Fire Protection	1 Lump Sum	\$76,834.00
15B. Plumbing	1 Lump Sum	\$349,641.00
15C. HVAC	1 Lump Sum	\$612,579.00
16. Electrical including Fire Alarm	1 Lump Sum	\$594,936.00
TOTAL AMOUNT		\$4,882,000.00



LECROY &
ASSOCIATES, INC.

16 Office Park Circle, Suite 10
Birmingham, AL 35223

Phone: 205-879-4009
Fax: 205-879-0305
Email: lecroyassociates@juno.com

Bonding is Our Business

December 4, 2023

City of Columbia
700 North Garden Street
Columbia, TN 38401

RE: Brindley Construction, LLC – Pulaski, Tennessee
Project: Proposed Facility Renovation to Fire Station #1

To Whom It May Concern:

In our dealings with Brindley Construction, LLC, we have found them to be of high character and well respected. We have known of the performance and reputation of the people involved in Brindley Construction for some time. They act responsibly in all matters and perform high quality work. We would highly recommend Brindley Construction, LLC.

We are the surety bond agency representing Western Surety Company, the surety. Western Surety Company is authorized to do business in all states and has an A.M. Best Rating of A (Excellent) and a Treasury Limit of \$151,103,000 (per the Treasury Circular 570).

At the request of Brindley Construction, LLC and in support of the bid on 11/30/23 for the above noted project for which a bid bond was issued, we have agreed to act as surety on the performance and payment bonds specified in the bid documents. We have been informed that a contract award will be made within days, at which point the bonds will be issued.

Sincerely,

Mike LeCroy
President of LeCroy & Associates, Inc.
Attorney-In-Fact of Western Surety Company



1069 Rolling Fields Circle
Columbia, Tennessee 38401
Phone: (931) 540-8045

BIDDER Tabulation Sheet

Bid Date: Nov. 30th, 2023, 2:00pm C.S.T., 700 North Garden St, Conference Room A, Columbia, TN.

Project No: 2021007

Owner:
City of Columbia
700 North Garden Street
Columbia, Tennessee 38401

Project Name:
Renovation to Fire Station #1

Location:
1000 South Garden Street, Columbia, Tennessee

List of Plan Rooms (not highlighted)
List of Bidders (highlighted in green):

Name	Contact	Phone	Addendum #1	Addendum #2	Addendum #3	BASE BID AMOUNT	License #	E-mail
Drakes Creek Builders	Troy Bishop	615-788-6601	✓	✓	✓	\$4,754,000.00	69599	tbishop@drakescreekbuilders.com
Nabholz Construction	Blake Osteen	615-708-9220	✓	✓	✓	\$5,633,949.00	21993	blake.osteen@nabholz.com
Brindley Construction	J.J. Brindley	931-309-8754	✓	✓	✓	\$4,882,000.00	55945	jjbrindley@brindleyco.com
Paul Varney Construction	Paul Varney	931-286-1513	✓	✓	✓	\$4,847,054.50	53080	jnuberPVC@gmail.com
Southeast Contractors	Will Milburn	615-405-8940	✓	✓	✓	\$5,431,760.00	22182	wmilburn07@bellsouth.net
Builders Exchange of Tennessee (BXTN) 301 S. Perimeter Park Drive, Suite 100 Nashville TN 37211	Kendra Buhlig	615-690-7200	615-690-7201					kendra@bxtn.org
Construct Connect 3825 Edwards Road, Suite 800 Cincinnati, Ohio 45209	Wynne Ypanto	323-602-5079, ext. 75303	866-570-8187					Wynne.Ypanto@ConstructConnect.com



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Wanda McClain, HR Director, wmcclain@columbiatn.com, 931-560-1574

AGENDA ITEM TITLE: RESOLUTION NO. 23-81 - A RESOLUTION TO ACCEPT THE ESTABLISHED UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

RECOMMENDATION: Approve Resolution No. 23-81.

INFORMATION: The City of Columbia, in electing to update the established Program Plan, will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees as required by TOSHA. The Plan is designed to provide a safe and healthful place of employment. The Plan is required to be updated every seven years and the last update was August 11, 2016. The Organizational Chart was also updated as requested by TOSHA.

**A RESOLUTION TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN,
DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE
IMPLEMENTATION OF SUCH PROGRAM PLAN**

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of Columbia hereby updates the Occupational Safety and Health Program Plan for our employees; and

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE City of Columbia, as follows:

SECTION 1: The following Occupational Safety and Health Program Plan is hereby adopted by the City of Columbia, hereby deleting any previously adopted plan.

TITLE:

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of the City of Columbia.

PURPOSE:

The City of Columbia in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain, and require the use of safety equipment, personal protective equipment, and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems that are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of the City of Columbia shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the City of Columbia are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, the Benefits and Safety Administrator is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with the Rules of the Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY, AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan under this resolution shall be made available as authorized by the City of Columbia.

SEVERABILITY:

SECTION 2. BE IT FURTHER RESOLVED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the City of Columbia requiring it.

PASSED AND ADOPTED BY 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

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA.

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I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the City of Columbia.

This plan applies to all employees, part-time or full-time, seasonal or permanent.

The City of Columbia in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the City of Columbia and includes each administrative department, board, commission, division, or other agency of the City of Columbia.
- c. SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY DIRECTOR means the person designated by the establishing resolution, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of the City of Columbia.
- d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal therefrom for a specific department, board, commission, division, or other agency of this employer.

- f. **EMPLOYEE** means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. **PERSON** means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. **STANDARD** means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. **IMMINENT DANGER** means any conditions or practices in any place of employment which are such that a hazard exists that could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. **ESTABLISHMENT** or **WORKSITE** means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial-type operations are performed.
- k. **SERIOUS INJURY** or **HARM** means that type of harm that would cause permanent or prolonged impairment of the body in that:
 - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause a reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. **ACT** or **TOSH Act** shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. **GOVERNING BODY** means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may apply to the local government, government agency, or utility to which this plan applies.
- n. **CHIEF EXECUTIVE OFFICER** means the chief administrative official, County Judge, County Chairman, County Mayor, Mayor, City Manager, General Manager, etc., as may be applicable.

III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employer's place(s) of business. The employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed

standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.

- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to ensure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material more than the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with Occupational Safety and Health Act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety of others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
 9. **The Safety Director shall, in the eventuality that there is a fatality, ensure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
 1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
 3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps the employer has taken and will take (with a specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
 1. The employer
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
 - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
 - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
 2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application

- is addressed may issue an interim order granting such a variance to permit time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and type Recordkeeping Forms in the search box.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at present or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if not, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and actions taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related

correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.

- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

a. Safety Director and/or Compliance Inspector(s):

1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employee's work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids or gases, explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress; and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
 - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on the danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require the use of appropriate personal protective

equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will ensure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Resolution, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create a misleading impression of conditions in an establishment.
 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:

1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
 2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
 3. As soon as it is concluded from such inspection that conditions or practices exist which constitute an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area if deemed necessary.
 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
 5. The imminent danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
 2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds

1.3

that a worksite is not in compliance with the standards, rules, or regulations under this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:

1. Issue an abatement order to the head of the worksite.
 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
1. The standard, rule, or regulation which was found to be violated.
 2. A description of the nature and location of the violation.
 3. A description of what is required to abate or correct the violation.
 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
 1. Oral reprimand.
 2. Written reprimand.
 3. Suspension for three (3) or more working days.
 4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (resolution, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal otherwise privileged information shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, resolution, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

Signature: Safety Director, Occupational Safety and Health and Date

APPENDIX - I WORK LOCATIONS
(ORGANIZATIONAL CHART)

{For this section make a list of each work location wherein (City/County/etc) your employees work, such as Street Department, Fire Hall, City Hall, Courthouse, Jail, Sheriff Department, Each School, etc. covered under this Program Plan. Include, the address for the workplace, phone number at that workplace, and number of employees who work there.}

An Example:

Sheriff Department - 45 employees
1234 Main Street
Chattanooga, TN 37415
423-345-6789

East High School - 82 employees
4567 Garden Avenue
Chattanooga, TN 37415
423-222-5555

TOTAL NUMBER OF EMPLOYEES : 127

{Once each work location has been listed, record the total number of employees that the county employees.}

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF THE CITY OF COLUMBIA

The Tennessee Occupational Safety and Health Act of 1972 provides job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to ensure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director or Department Head.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before the Civil Service Board for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of the City of Columbia is available for inspection by any employee at City Hall during regular office hours.

Signature: (City/County) MAYOR AND DATE

APPENDIX - III PROGRAM PLAN BUDGET

(Either answer questions 1-11 or fill in the statement below)

1. Prorated portion of wages, salaries, etc., for program administration and support.
2. Office space and office supplies.
3. Safety and health educational materials and support for education and training.
4. Safety devices for personnel safety and health.
5. Equipment modifications.
6. Equipment additions (facilities)
7. Protective clothing and equipment (personnel)
8. Safety and health instruments
9. Funding for projects to correct hazardous conditions.
10. Reserve fund for the Program Plan.
11. Contingencies and miscellaneous,

TOTAL ESTIMATED PROGRAM PLAN FUNDING,
ESTIMATE OF TOTAL BUDGET FOR:

OR Use This Statement:

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that City of Columbia has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

- (1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Director as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Director will ensure completion of required reports and records in accordance with Section VIII of the basic plan.
- (16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Director and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.
- (51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.
- (251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves a fatality, inpatient hospitalization, amputation, loss of an eye, loss of consciousness, broken bones, or third degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record keeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan. This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

The four (4) procedures listed above are based on the size of the workforce and the relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left-hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).

Generally, the more simple an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, that most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

City of Columbia Organizational Chart / Work Locations

Work Location – Name	Address	Contact Person	Phone #	# Employees
City Manager's Office	700 North Garden Street Columbia, TN 38401	Tony Massey tmassey@columbiatn.com	931-560-1501	6
City Recorder	700 North Garden Street Columbia, TN 38401	Thad Jablonski tjablonski@columbiatn.com	931-560-1520	6
MIS Department	700 North Garden Street Columbia, TN 38401	Jonathan Stotler jistotler@columbiatn.com	931-560-1549	4
Finance Department	700 North Garden Street Columbia, TN 38401	Thad Jablonski tjablonski@columbiatn.com	931-560-1559	5
Human Resources	700 North Garden Street Columbia, TN 38401	Wanda McClain wmccclain@columbiatn.com	931-560-1574	3
Police Department	707 North Main Street Columbia, TN 38401	Jeremy Alsup jalsup@columbiatn.com	931-560-1646	103 total
Police Department – Storage / Equipment Fleet Coordinator	800 Westover Drive Columbia, TN 38401	Jeremy Alsup jalsup@columbiatn.com	931-560-1667	1
Fire & Rescue Department Station 1	1000 South Garden Street Columbia, TN 38401	Ty Cobb tcobb@columbiatn.com	931-560-1721	35 report to work
Fire & Rescue Department Station 2	711 Lion Parkway Columbia TN 38401	Ty Cobb tcobb@columbiatn.com	931-560-1702	15 report to work

City of Columbia Organizational Chart / Work Locations

Fire & Rescue Department Station 3	705 Firefighters Drive Columbia TN	Ty Cobb tcobb@columbiatn.com	931-560-1703	15 report to work
Fire & Rescue Department Station 4	5040 Trotwood Ave Columbia TN 38401	Ty Cobb tcobb@columbiatn.com	931-560-1704	12 report to work
Fire & Rescue Department Station 5	2633 Nashville Hwy Columbia TN 38401	Ty Cobb tcobb@columbiatn.com	931-560-1705	12 report to work
Fire Marshall Office 700 North Garden Columbia, TN	700 North Garden Street Columbia, TN 38401	Ty Cobb tcobb@columbiatn.com	931-560-1740	4
Public Works – Street & Sanitation	110 Santa Fe Pike Columbia, TN 38401	Jeff DeWire jdewire@columbiatn.com	931-560-1469	75
Development Services	700 North Garden Street Columbia TN 38401	Paul Keltner pkeltner@columbiatn.com	931-560-1555	18
Parks and Recreation Main office- Woodland	821 West 9 th Street Columbia, TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1454	32 total 7 to 15 daily
Parks and Recreation Fairview Recreation	871 Iron Bridge Rd Columbia TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1655	10
Parks and Recreation Armory Recreation Center	503 Carter Street Columbia TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1449 Or 931-560-1462	10

City of Columbia Organizational Chart / Work Locations

Parks and Recreation Macedonia Recreation Center	501 Armstrong Street Columbia TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1448	3 to 4
Parks and Recreation Riverwalk Park	102 Riverside Drive Columbia, TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1448	5
Parks and Recreation Frierson-Johnson Park	East 10 th Street Columbia, TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1448	1
Parks and Recreation Betty Lee Park	Santa Fe Pike Columbia, TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1448	1
Parks and Recreation Greenwood Cemetery	South Garden Street Columbia, TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1448	1
Parks and Recreation Old Hickory Park	Jackson Heights Columbia, TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1448	1
Parks and Recreation Pop Geers Memorial Park	602 West 7 th Street Columbia, TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1448	1
Parks and Recreation West Haven Park	Experiment Station Lane Columbia, TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1448	1
Parks and Recreation Ridley Sports Complex	6148 Trotwood Avenue Columbia, TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1448	9
Parks and Recreation Cook Soccer Park	710 Experiment Station Lane Columbia, TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1448	2

City of Columbia Organizational Chart / Work Locations

Parks and Recreation Eva Gilbert Football & Soccer Field	Cord Drive Columbia, TN 38401	Mackel Reagan mreagan@columbiatn.com	931-560-1448	2
Wastewater	1244 Treatment Plant Road Columbia, TN 38401	Donnie Boshers dboshers@columbiatn.com	931-560-1001	45
Welcome Center	713 North Main Street Columbia, TN 38401	Kellye Murphy kmurphy@columbiatn.com	931-560-1507	3
TOTAL				
Employees 394 Subject to change				

Note: This is the updated organization with the New Hires included.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: A RESOLUTION ACCEPTING THE DONATION OF \$1,005 (ONE THOUSAND FIVE DOLLARS) FROM JOSHUA RANES OF MULETOWN BEARDED AXE FOR THE PURCHASE OF A HIGH EXPANSION FOAM PRO/PAK TO BE UTILIZED BY COLUMBIA FIRE & RESCUE

RECOMMENDATION: Approve Resolution 23-90.

INFORMATION: Columbia Fire & Rescue requests City Council's approval to accept the donation of \$1,005 (One Thousand Five Dollars) from Joshua Ranes of Muletown Bearded Axe.

This monetary donation will provide for the purchase of a High Expansion Foam Pro/Pak. This High Expansion Foam Pro/Pak is a portable device allowing firefighting foam to be used in special applications needing a high expansion ratio. This system is designed mainly for use in hazardous material environments, allowing the foaming agent to suppress hazardous vapors.

ATTACHMENTS: Staff Report; Resolution No. 23-90.

A RESOLUTION ACCEPTING A DONATION OF \$1,005 (ONE THOUSAND FIVE DOLLARS) FROM JOSHUA RANES OF MULETOWN BEARDED AXE FOR THE PURCHASE OF A HIGH EXPANSION FOAM PRO/PAK TO BE UTILIZED BY COLUMBIA FIRE & RESCUE

WHEREAS, Joshua Ranes of Muletown Bearded Axe in Columbia, Tennessee, desires to support the operations of Columbia Fire & Rescue with a monetary donation of \$1,005 (One Thousand Five Dollars); and

WHEREAS, Columbia Fire & Rescue desires to accept the donation of \$1,005 (One Thousand Five Dollars); and

WHEREAS, said monetary donation of \$1,005 (One Thousand Five Dollars) is to be utilized to equip Columbia Fire & Rescue Response Units by purchasing a High Expansion Foam Pro/Pak; and

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby endorse the efforts of Columbia Fire & Rescue by accepting this donation.

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

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: A RESOLUTION ACCEPTING A DONATION OF \$2,000 (TWO THOUSAND DOLLARS) FOR THE PURCHASE OF SUPPLIES FOR COLUMBIA FIRE & RESCUE.

RECOMMENDATION: Approve Resolution 23-91.

INFORMATION: An undisclosed citizen of the City of Columbia desires to support the operations of Columbia Fire & Rescue by making a donation of \$2,000 (Two Thousand Dollars) for the purchase of High Heat Gloves and CellBlockEX. CellBlockEX is a dry granulate material used for the prevention and suppression of Class D lithium-ion battery fires and combustible liquids.

Columbia Fire & Rescue requests City Council's approval to accept the donation of \$2,000 (Two Thousand Dollars).

ATTACHMENTS: Staff Report; Resolution No. 23-91.

A RESOLUTION ACCEPTING A DONATION OF \$2,000 (TWO THOUSAND DOLLARS) FOR THE PURCHASE OF SUPPLIES FOR COLUMBIA FIRE & RESCUE

WHEREAS, an undisclosed citizen of Columbia, Tennessee, desires to support the operations of Columbia Fire & Rescue with a monetary donation of \$2,000 (Two Thousand Dollars); and

WHEREAS, in the privacy interests of said donor, Columbia Fire & Rescue desires to accept the donation of \$2,000 (Two Thousand Dollars) to the City of Columbia; and

WHEREAS, said monetary donation of \$2,000 (Two Thousand Dollars) is to be utilized to equip Columbia Fire & Rescue Response Units by purchasing bags of extinguishing agent and high heat gloves; and

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby endorse the efforts of Columbia Fire & Rescue by accepting this donation.

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

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 23-92 - A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING DRUMWRIGHT, PHASE 2 – WARD 5

RECOMMENDATION: Approve Resolution No. 23-92.

INFORMATION: Drumwright, Phase 2 consists of 2,092 linear feet of 8" gravity sanitary sewer main. The Developers have met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING DRUMWRIGHT, PHASE 2

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 2,092 linear feet of 8" gravity main serving Drumwright, 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 Drumwright, Phase 2.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of December, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

C. Tim Tisher
C. TIM TISHER - CITY ATTORNEY

LENNAR HOMES OF TENNESSEE , LLC

November 1, 2023

Columbia City Council
City of Columbia Tennessee
City Hall
700 North Garden Street
Columbia, Tennessee 38401

Re: Drumwright Phase 2 Sanitary Sewer
LOC #55110527

Dear Council Members:

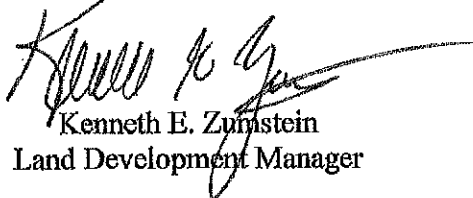
I wish to present for dedication to the Council of the City of Columbia Tennessee at the December, 2023 council meeting the wastewater system improvements installed to service Drumwright Phase 2 consisting of 2,092 lineal feet.

You have been provided with as-built drawings of the project, all inspections and testing have been completed, we have provided an affidavit of no liens and a one (1) year maintenance surety in the amount of \$ 50,731.00, set to expire one (1) year from the date of Council acceptance.

Acceptance by the Columbia City Council for the wastewater system improvements and surety would be deeply appreciated.

If you have any questions please contact myself at cell (317) 590-6988 (email - Ken.zumstein@lennar.com).

Respectfully Yours,


Kenneth E. Zumstein
Land Development Manager

File/kez
enclosures

381 Mallory Lane Suite 200
Nashville, TN 37067



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: Resolution No. 23-93 – A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING WILLIAMSPORT LANDING-SINGLE FAMILY, PHASE 1 – WARD 1

RECOMMENDATION: Approve Resolution No. 23-93.

INFORMATION: Williamsport Landings-Single Family, Phase 1 consists of 2,130 linear feet of 8" sanitary sewer main. The Developers have met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING WILLIAMSPORT LANDING-SINGLE
FAMILY, PHASE 1**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 2,130 linear feet of 8" gravity main serving Williamsport Landing-Single Family, Phase 1; 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 Williamsport Landing-Single Family, Phase 1;

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of December, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY

Date: 16 October 2023

Columbia City Council
City of Columbia, Tennessee
City Hall
700 North Garden Street
Columbia, Tennessee 38401

Dear Council Members:

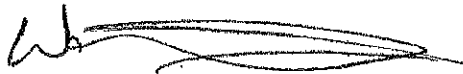
I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Williamsport Landing (Pike) Single Family Phase 1 in the amount of 2,130 linear feet. The Contractor installed the sanitary sewer according to the Standard Sewer 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 \$51,652.50, 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,

Signed:



Print:

Wade Kincaid



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jill Carlson, Senior Administrative Assistant, jcarlson@columbiatn.com , 931-560-1451

AGENDA ITEM TITLE: RESOLUTION NO. 23-94 - A RESOLUTION ACCEPTING A DONATION OF A FREE-STANDING CLOCK FROM THE COLUMBIA NOON ROTARY CLUB TO THE CITY OF COLUMBIA PARKS AND RECREATION DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 23-94.

INFORMATION: The City of Columbia is requesting to receive a donation of a free-standing clock from the Columbia Noon Rotary Club to the City of Columbia Parks and Recreation Department to be installed at the Riverwalk Park Farmer's Market Pavilion and it's estimated value is fifty-thousand dollars (\$50,000). The clock is to commemorate the club's 100th birthday.

ATTACHMENTS: Resolution No. 23-94.

**A RESOLUTION ACCEPTING A DONATION OF A FREESTANDING CLOCK FROM
THE COLUMBIA NOON ROTARY CLUB TO THE CITY OF COLUMBIA PARKS
AND RECREATION DEPARTMENT IN THE ESTIMATED VALUE OF FIFTY
THOUSAND DOLLARS (\$50,000) COMMEMORATING THE CLUB'S 100TH
BIRTHDAY**

WHEREAS, the City of Columbia Parks and Recreation Department has been donated a freestanding clock with an estimated value of Fifty Thousand Dollars (\$50,000) to be installed at the Riverwalk Park Farmers Market Pavilion. The donation from the Columbia Noon Rotary Club is to commemorate the club's 100th birthday; and

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such City does hereby endorse the efforts of the Columbia Parks and Recreation Department and the Columbia Noon Rotary Club by accepting this donation.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of December, 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. 23-95 - A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY AND EASEMENTS INCLUDING THE AUTHORIZATION OF EMINENT DOMAIN PROCEEDING IF NECESSARY FOR THE IRON BRIDGE ROAD REPLACEMENT IMPROVEMENTS PROJECT

RECOMMENDATION: Approve Resolution No. 23-95.

INFORMATION: The City previously authorized the design of the Iron Bridge Road Replacement Project which includes the replacement of Iron Bridge. The infrastructure design for the project has been completed and it is now time for the acquisition of property and utility easements. Acquisition of the property described in "Exhibit A" of the Resolution is necessary for the completion of the project. The resolution also authorizes the use of eminent domain proceedings, if necessary, for this project to be completed.

ATTACHMENTS: Resolution No. 23-95, Exhibit A.

**A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY AND
EASEMENTS INCLUDING THE AUTHORIZATION OF EMINENT DOMAIN
PROCEEDINGS IF NECESSARY FOR THE IRON BRIDGE ROAD
REPLACEMENT IMPROVEMENT PROJECT**

WHEREAS, The City of Columbia, has previously authorized the design of the Iron Bridge Road Replacement Project with such project including the replacement of Iron Bridge; and

WHEREAS, the infrastructure design of such project has been completed and the time has arrived for the acquisition of property and utility easements; and

WHEREAS, the taking of the property described in "Exhibit A" is for public use and in the public interest; and

WHEREAS, the acquisition of the property described in "Exhibit A" is necessary for the completion of the Iron Bridge Road Replacement Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City Attorney is authorized to acquire the necessary property and utility easements, specifically including the property described in "Exhibit A", including authorization to use eminent domain proceedings, if necessary, for the Iron Bridge Road Replacement Project.

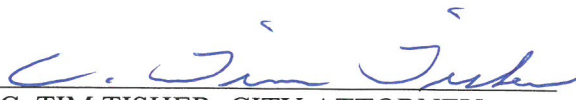
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

Owner Name and Address:

TRACT 1

Josephine D. Crouch, Amy D. Cato

& Shirley D. Carthon

2485 Walker Lane

Nashville, Tennessee 37207

Recorded Document of Ownership:

Deed Book 781, Page 524, R.O.M.C.

Property Address: 875 Iron Bridge
Road

Map No. 99

Parcel No. 9

Legal Description (a survey by a Tennessee Registered Land Surveyor is attached):

SLOPE EASEMENT

Being a Slope Easement in Columbia, Maury County, Tennessee located north of Iron Bridge Road and being a portion of the property of Josephine D. Crouch, Amy D. Cato & Shirley D. Carthon of record in Book 781, Page 524, R.O.M.C. and being more particularly described as follows:

BEGINNING in the existing northerly right-of-way of Iron Bridge Road at the southeasterly corner of said Crouch, Cato and Carthon property at a common corner with Parks Properties of record in Book 1333, Page 551, R.O.M.C.;

THENCE, leaving said common corner with the northerly right-of-way of Iron Bridge Road N 83° 30' 22" W, 19.65' to the TRUE POINT OF BEGINNING of the Slope Easement;

THENCE, with said northerly right-of-way N 83° 30' 22" W, 174.28 feet;

THENCE, leaving said northerly right-of-way with a severance line through the property, the following calls:

N 46° 40' 25" E, 19.97 feet;

S 77° 17' 32" E, 50.30 feet;

S 86° 29' 02" E, 50.07 feet;

N 71° 52' 04" E, 8.41 feet;

N 87° 53' 20" E, 6.57 feet;

N 66° 34' 03" E, 22.33 feet;

S 66° 56' 35" E, 17.21 feet;

S 35° 03' 14" E, 16.17 feet;

S 02° 09' 49" W, 9.55 feet;

S 08° 32' 48" W, 1.51 feet to the POINT OF BEGINNING

Containing 2,540 square feet, more or less.

Slope easements - The above-described property is hereby conveyed as permanent easement for construction and maintenance of slopes outside the proposed right-of-way line. The land described above, on which the slopes are to be constructed, is to remain the property of the Grantor(s) and may be used for any purpose desired, provided such use does not interfere with the use or maintenance of said slopes.

TEMPORARY CONSTRUCTION EASEMENT

Being a Temporary Construction Easement in Columbia, Maury County, Tennessee located north of Iron Bridge Road and being a portion of the property of Josephine D. Crouch, Amy D. Cato & Shirley D. Carthon of record in Book 781, Page 524, R.O.M.C. and being more particularly described as follows:

BEGINNING in the existing northerly right-of-way of Iron Bridge Road at the southeasterly corner of said Crouch, Cato and Carthon property at a common corner with Parks Properties of record in Book 1333, Page 551, R.O.M.C.;

THENCE, leaving said common corner with the northerly right-of-way of Iron Bridge Road N 83° 30' 22" W, 9.65' to the TRUE POINT OF BEGINNING of the Temporary Construction Easement.

THENCE, with said northerly right-of-way N 83° 30' 22" W, 10.01 feet ;

THENCE, with a severance line through said Crouch, Cato and Carthon property, the following calls:

N 08° 32' 48" E, 1.51 feet;
N 02° 09' 49" E, 9.55 feet;
N 35° 03' 14" W, 16.17 feet;
N 66° 56' 35" W, 17.21 feet;
S 66° 34' 03" W, 22.33 feet;
S 87° 53' 20" W, 6.57 feet;
S 71° 52' 04" W, 8.41 feet;
N 86° 29' 02" W, 50.07 feet;
N 77° 17' 32" W, 50.30 feet;
S 46° 40' 25" W, 19.97 feet to the northerly right-of-way of Iron Bridge Road;

THENCE, with said northerly right-of-way N 83° 30' 22" W, 4.68 feet;

THENCE, leaving said northerly right-of-way with a severance line, the following calls:

N 33° 53' 19" E, 29.03 feet;
S 77° 17' 32" E, 54.81 feet;
S 86° 29' 02" E, 47.35 feet;
N 71° 52' 04" E, 7.91 feet;
N 87° 53' 20" E, 6.10 feet;
N 66° 34' 03" E, 24.75 feet;

S 66° 56' 35" E, 24.37 feet;
S 35° 03' 14" E, 22.40 feet;
S 02° 09' 49" W, 13.48 feet;
S 08° 32' 48" W, 1.71 feet to the POINT OF BEGINNING.

Containing 2,085 square feet, more or less.

Temporary construction easement - The above-described property is hereby conveyed as an easement for the construction of a working area and erosion control outside of the proposed right of way line. The title to the above-described land remains vested in the Grantor, and is to be used by The City of Columbia, Tennessee, its contractors or assigns for a period of three (3) years, from and after the commencement of construction."

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of The City of Columbia, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect the public roadway, sidewalks, and all appurtenances, within the limits of the aforescribed right-of-way



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. 23-96 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 23-96.

INFORMATION: The City Recorder is presenting tax corrections through 11/17/2023 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report for Resolution 23-96; Resolution No. 23-96; Resolution No. 23-96 Exhibit A.

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. 23-96

1. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF INDUSTRIAL DEVELOPMENT BOARD OF CITY OF COLUMBIA TN, ATTN: CHAIRMAN. MAP 100 N L 007.00, S JAMES M CAMPBELL BLVD. PROPERTY VALUE \$305,200.00, ASSESSED VALUE \$122,080.00, AND TAXES \$1007.00. DUE TO IDB PARCEL AS OF 2022 AND TAX BILL SHOULD BE DELETED PER MAURY COUNTY TAX ASSESSOR.
2. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF INDUSTRIAL DEVELOPMENT BOARD OF CITY OF COLUMBIA TN, ATTN: CHAIRMAN. MAP 100 N L 007.00, S JAMES M CAMPBELL BLVD. PROPERTY VALUE \$305,200.00, ASSESSED VALUE \$122,080.00, AND TAXES \$1007.00. DUE TO IDB PARCEL AS OF 2022 AND TAX BILL SHOULD BE DELETED PER MAURY COUNTY TAX ASSESSOR.
3. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF MULETOWN HOME REMODELING. MAP 100 K G 024.00 P 001, 1613 ROBERT RD. PROPERTY VALUE \$33,063.00, ASSESSED VALUE \$9,919.00, AND TAXES \$82.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
4. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF MULETOWN HOME REMODELING. MAP 100 K G 024.00 P 001, 1613 ROBERT RD. PROPERTY VALUE \$38,022.00, ASSESSED VALUE \$11,407.00, AND TAXES \$94.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
5. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF SOUTHERN HOME ARTISTRY. MAP 089 L G 004.00 P 024, 101 N JAMES M CAMPBELL BLVD STE 24. PROPERTY VALUE \$4,000.00, ASSESSED VALUE \$1,200.00, AND TAXES \$10.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.

6. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF SOUTHERN HOME ARTISTRY. MAP 089 L G 004.00 P 024, 101 N JAMES M CAMPBELL BLVD STE 24. PROPERTY VALUE \$4,600.00, ASSESSED VALUE \$1,380.00, AND TAXES \$11.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
7. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF POPE BOY LANDSCAPING AND MOVING COMPANY. MAP 089 D D 017.00 P 001, 703 SANTA FE PIKE. PROPERTY VALUE \$15,000.00, ASSESSED VALUE \$4,500.00, AND TAXES \$37.00. DUE TO KEYING ERROR PER MAURY COUNTY TAX ASSESSOR.
8. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF POPE BOY LANDSCAPING AND MOVING COMPANY. MAP 089 D D 017.00 P 001, 703 SANTA FE PIKE. PROPERTY VALUE \$17,250.00, ASSESSED VALUE \$5,175.00, AND TAXES \$43.00. DUE TO KEYING ERROR PER MAURY COUNTY TAX ASSESSOR.
9. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF KINGDOM KONNECTION CHRISTIAN APPAREL AND ACCESSORIES. MAP 099 I E 001.00 P 002, 1501 CARMACK BLVD. PROPERTY VALUE \$1,521.00, ASSESSED VALUE \$456.00, AND TAXES \$4.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 10.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF KINGDOM KONNECTION CHRISTIAN APPAREL AND ACCESSORIES. MAP 099 I E 001.00 P 002, 1501 CARMACK BLVD. PROPERTY VALUE \$1,749.00, ASSESSED VALUE \$525.00, AND TAXES \$4.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 11.DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF I-GET. MAP 089 P A 009.00 P 003, 1302 HAMPSHIRE PK. PROPERTY VALUE \$2,500.00, ASSESSED VALUE \$750.00, AND TAXES \$6.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.

- 12.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF I-GET. MAP 089 P A 009.00 P 003, 1302 HAMPSHIRE PK. PROPERTY VALUE \$2,875.00, ASSESSED VALUE \$863.00, AND TAXES \$7.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 13.DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF TJ'S MOBILE NOTARY. MAP 100 B B 003.00 P 011, 800 ACADEMY LN APT #A11. PROPERTY VALUE \$10,000.00, ASSESSED VALUE \$3,000.00, AND TAXES \$25.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 14.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF TJ'S MOBILE NOTARY. MAP 100 B B 003.00 P 011, 800 ACADEMY LN APT #A11. PROPERTY VALUE \$11,500.00, ASSESSED VALUE \$3,450.00, AND TAXES \$28.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 15.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF TAPS LLC, C/O TAMRA R COONCE. MAP 050 026.10 P 001, 3189 GREENS MILL RD. PROPERTY VALUE \$60,669.00, ASSESSED VALUE \$18,201.00, AND TAXES \$150.00. DUE TO KEYING ERROR PER MAURY COUNTY TAX ASSESSOR.
- 16.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF FIT 2B DYED. MAP 101 L B 003.00 P 001, 400 MEADOWVIEW DR. PROPERTY VALUE \$4,073.00, ASSESSED VALUE \$1,222.00, AND TAXES \$10.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 17.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF DARLIN DESIGN. MAP 075 K B 017.00 P 001, 911 NASH'S NOOK. PROPERTY VALUE \$11,500.00, ASSESSED VALUE \$3,450.00, AND TAXES \$28.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 18.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF TW SURPLUS. MAP 088 J B 032.00 P 001, 1909 SHEFFIELD LN. PROPERTY VALUE \$3,306.00, ASSESSED VALUE \$992.00, AND

TAXES \$8.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.

- 19.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF NOVEL WOODWORKS. MAP 090 P F 022.00 P 001, 204 CONANT DR. PROPERTY VALUE \$10,618.00, ASSESSED VALUE \$3,185.00, AND TAXES \$26.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 20.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF THE STONE GOAT TAVERN. MAP 099 H O 029.00 P 002, 926 S MAIN ST. PROPERTY VALUE \$16,000.00, ASSESSED VALUE \$4,800.00, AND TAXES \$40.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 21.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF THE ULTIMATE SPACE. MAP 042 P C 011.00 P 001, 2661 CONTI DR. PROPERTY VALUE \$10,000.00, ASSESSED VALUE \$3,000.00, AND TAXES \$25.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 22.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF DIAZ-MENDE MARIETTA. MAP 089 D E 023.00 001, 722 SANTA FE PIKE. PROPERTY VALUE \$30,200.00, ASSESSED VALUE \$12,080.00, AND TAXES \$100.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 23.DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF JAMES AND SONS GENERAL. MAP 075 O A 023.00 P 001, 410 CHEYENNE TRL. PROPERTY VALUE \$12,000.00, ASSESSED VALUE \$3,600.00, AND TAXES \$30.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
- 24.CHANGE 2023 PROPERTY TAX IN THE NAME OF COOK ROBERTS & COOK INC., C/O CVS/HEALTH #641303 ATTN: STORE ACCOUNT. MAP 100 J F 001.00, 1300 TROOTWOOD AVE. PROPERTY VALUE FROM \$6,823,600.00 TO \$2,141,800.00, ASSESSED VALUE FROM \$2,729,440.00 TO \$856,720.00 AND TAXES FROM \$22,521.00. TO \$7,069.00. DUE TO ERROR IN

IMPROVEMENT VALUE PER MAURY COUNTY TAX
ASSESSOR.

- 25.CHANGE 2023 PROPERTY TAX IN THE NAME OF HAKAKAS
CURT. MAP 089 M A 020.01, 602 BULLOCK ST. PROPERTY
VALUE FROM \$270,200.00 TO \$50,000.00, ASSESSED VALUE
FROM \$67,550.00 TO \$12,5000.00 AND TAXES FROM \$557.00.
TO \$103.00. DUE TO ERROR ON PROPERTY RECORD PER
MAURY COUNTY TAX ASSESSOR.
- 26.PICK UP 2023 TAXES IN THE NAME OF PARKER HANNIFIN
CORP. MAP 101 034.30, 2203 OAKLAND PKWY. PROPERTY
VALUE \$134,466.00, ASSESSED VALUE \$40,340.00, AND
TAXES \$333.00. BARA FOR TAX YEAR 2023. POLLUTION
CONTROL CERTIFICATE NOT FILED FOR EQUIPMENT PER
MAURY COUNTY TAX ASSESSOR.
- 27.PICK UP 2023 TAXES IN THE NAME OF AMERIGAS PROPANE
LP #5488. MAP 191 531.00 P 200, COLUMBIA ICL. PROPERTY
VALUE \$21,178.00, ASSESSED VALUE \$6,353.00, AND TAXES
\$52.00. BARA FOR TAX YEAR 2023. TPPS FILED AFTER BOE
DEADLINE PER MAURY COUNTY TAX ASSESSOR.
- 28.PICK UP 2023 TAXES IN THE NAME OF BARLOW LAWN AND
LANDSCAPE. MAP 101 G A 027.00 P 200, 102 GREENVALE DR.
PROPERTY VALUE \$9,572.00, ASSESSED VALUE \$2,902.00,
AND TAXES \$24.00. BARA FOR TAX YEAR 2023. TPPS FILED
AFTER BOE DEADLINE PER MAURY COUNTY TAX
ASSESSOR.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

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

AGENDA ITEM TITLE: RESOLUTION NO. 23-97 - A RESOLUTION ACCEPTING THE DONATION OF \$1,000 (ONE THOUSAND DOLLARS) FROM JOSHUA RANES OF MULETOWN BEARDED AXE FOR THE PURCHASE OF DEFENSE SHIELDS TO BE UTILIZED BY THE COLUMBIA POLICE DEPARTMENT.

RECOMMENDATION: Approve Resolution 23-97.

INFORMATION: The Columbia Police Department requests the City Council's approval to accept the donation of \$1,000 (One Thousand Dollars) from Joshua Ranes of Muletown Bearded Axe.

This monetary donation will provide for the purchase of Defense Shields. The Defense Shield provides full torso protection with a tough polycarbonate shield. The shield features an aluminum handle, web arm strap, and POLICE lettering and weighs about 6 lbs. This equipment will provide protection to Patrol officers if ever have to be deployed in an unruly environment.

ATTACHMENTS: Staff Report; Resolution No. 23-97.

A RESOLUTION ACCEPTING A DONATION OF \$1,000 (ONE THOUSAND DOLLARS) FROM JOSHUA RANES OF MULETOWN BEARDED AXE FOR THE PURCHASE OF DEFENCE SHIELDS TO BE UTILIZED BY THE POLICE DEPARTMENT

WHEREAS, Joshua Ranes of Muletown Bearded Axe in Columbia, Tennessee, desires to support the operations of the Columbia Police Department with a monetary donation of \$1,000 (One Thousand Dollars); and

WHEREAS, the Columbia Police Department desires to accept the donation of \$1,000 (one thousand dollars); and

WHEREAS, said monetary donation of \$1,000 (One Thousand Dollars) is to be utilized to equip the Columbia Police Department by purchasing Defense Shields; and

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA that such city does hereby endorse the efforts of the Columbia Police Department by accepting said donation.

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

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 23-98 – A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR CREEK GLEN, PHASE 1 – WARD 5

RECOMMENDATION: Approve Resolution No. 23-98.

INFORMATION: Bear Creek Glen, Phase 1 consist of 796 linear feet of 8" gravity sanitary sewer main. The Developers have met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING BEAR CREEK GLEN, PHASE 1**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 796 linear feet of 8" gravity main serving Bear Creek Glen, Phase 1; 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 Bear Creek Glen, Phase 1.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of December, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY

Date: 3 November 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 Bear Creek Glen Phase 1 in the amount of 796 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 \$19,303.00, 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,

Signed:



Print:





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Bosher, Wastewater Director, dbosher@columbiatn.com, 931-560-1011

AGENDA ITEM TITLE: RESOLUTION NO. 23-99 – A RESOLUTION TO ACCEPT OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR CREEK OVERLOOK, PHASE 1 – WARD 5

RECOMMENDATION: Approve Resolution No. 23-99.

INFORMATION: Bear Creek Overlook, Phase 1 consists of 1,865 linear feet of 8" sanitary sewer main. The Developers have met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING BEAR CREEK OVERLOOK, PHASE 1-
WARD 5**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 1,865 linear feet of 8" gravity main serving Bear Creek Overlook, Phase 1; 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 Bear Creek Overlook, Phase 1.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of December, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY

Date: 3 November 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 Bear Creek Glen Phase 1 in the amount of 796 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 \$19,303.00, set to expire one year from date of Council acceptance.

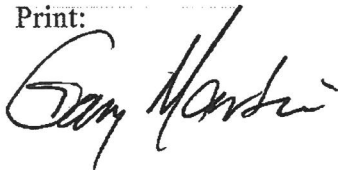
Acceptance by the Columbia City Council for these wastewater system improvements would be appreciated.

Sincerely,

Signed:



Print:





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jonathan Stotler, MIS Director, jstotler@columbiatn.com, 931.560.1550

AGENDA ITEM TITLE: RESOLUTION NO. 23-100 – A RESOLUTION TO RATIFY THE APPLICATION OF THE FY 2022 STATE & LOCAL CYBERSECURITY GRANT PROGRAM AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT

RECOMMENDATION: Approve Resolution No. 23-100.

INFORMATION: The City of Columbia has the opportunity to apply for a grant from the FY 2022 state & local cybersecurity grant program for the purpose of MDR (Managed Detection and Response) security services.

A RESOLUTION TO RATIFY THE APPLICATION OF THE FY 2022 STATE & LOCAL CYBERSECURITY GRANT PROGRAM AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT

WHEREAS, the City of Columbia MIS Department has applied for the FY 2022 State & Local Cybersecurity Grant Program for the purpose of MDR (Managed Detection and Response) security services; and

WHEREAS, the City of Columbia supports the efforts of the MIS Department to enhance security efforts to keep the City of Columbia's data information infrastructure secure and operational.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY OF COLUMBIA that:

1. The City Council does hereby ratify the application to the FY 2022 State & Local Cybersecurity Grant Program for the purpose of MDR (Managed Detection and Response) security services.
2. The City Council hereby authorizes the Mayor to execute the grant contract and all other documents related to the grant project during the project's term.

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

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

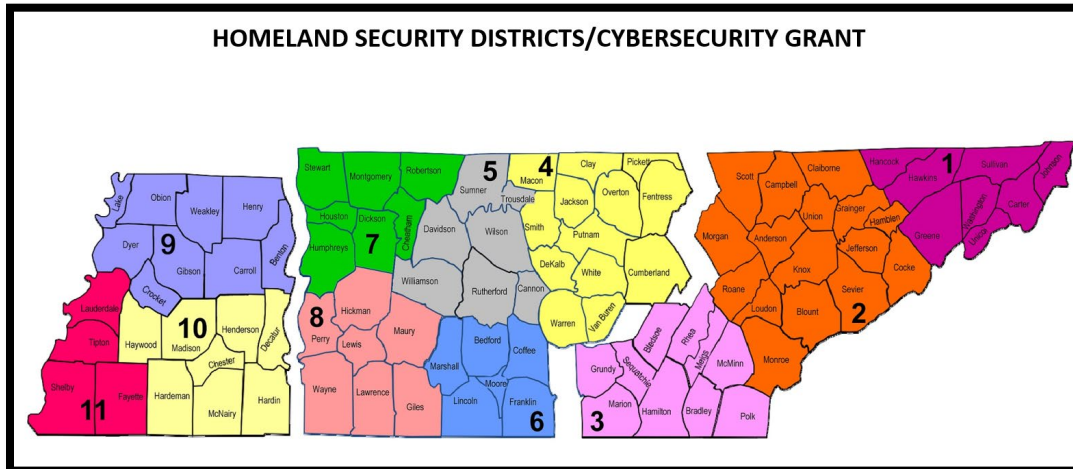
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

CYBERSECURITY PLANNING COMMITTEE MEMBERS **HOMELAND SECURITY DISTRICTS**



District 1

Primary Committee Member:
Randall Lewis, Washington County
Gov, Assistant 911 Director
rlewis@wc911.org

District 2

Primary Committee Member:
Brian Young, Anderson County Gov
IT@andersoncountyttn.gov

Secondary/backup Member:
Rob Ogle, City of Pigeon Forge
rogle@cityofpigeonforgetn.gov

District 3

Primary Committee Member:
Brendan Taylor
City of Chattanooga
btaylor@chattanooga.gov

Secondary/backup Member:
Raul Hidalgo, Hamilton County IT
RaulH@HamiltonTn.gov

District 4

Primary Committee Member:
Mickey Ledbetter, Overton Co
mledbetter@opecd.com

Secondary/backup Member:
Loren Baker, Overton Co
Horathgar2000@gmail.com

District 5

Primary Committee Member:
Sean Cothron
Communications and Technology
Coordinator, Williamson Co EMA
Sean.Cothron@williamsoncounty-tn.gov

Secondary/backup Member:
Carl Wilson
Town of Smyrna
carl.wilson@townofsmyrna.org

District 6

Primary Committee Member:
Josh Carney, Bedford County
josh.carney@bedfordcountyttn.gov

District 7

Primary Committee Member:
Skip Burchett, Montgomery Co IT
wsburchett@mcgtn.net

Secondary/backup Member:
Jared Oakes, Montgomery County
Information Technology
jmoakes@mcgtn.net

District 8

Primary Committee Member:
Chaz Morrow, Lawrence Co
cmorrow@lawrenceburgtn.gov

Secondary/backup Member:

Clayton Cross, Wayne County
clayton.cross@waynecountyttn.gov

District 9

Primary Committee Member:
Justin Little, Gibson Co. EMA
gcmacomms@usit.net

Secondary/backup Member:
Steve Agee, Gibson Co. EMA
Agee@crocketttnet.com

District 10

Primary Committee Member:
Matt Presson, Madison County IT
mpresson@madisoncountyttn.gov

Secondary/backup Member:
Brian Taylor, City of Jackson IT Dept
btaylor@jacksontn.gov

District 11

Primary Committee Member:
Smita Sompalli – Shelby County IT
Department
smita.sompalli@shelbycountyttn.gov

Secondary/backup Member:
Tony Fischer
City of Germantown
Afischer@germantown-tn.gov



CROWDSTRIKE

CrowdStrike “Whole of State” Cybersecurity Approach

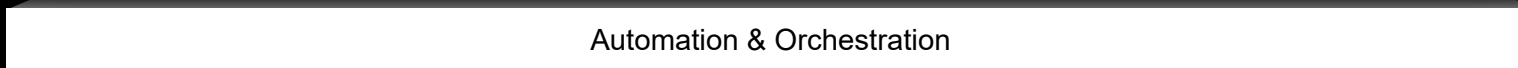
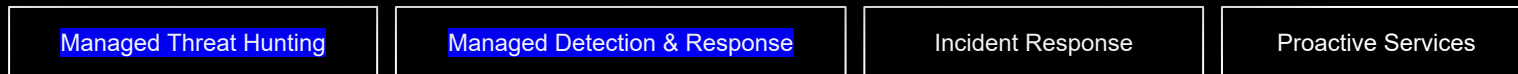
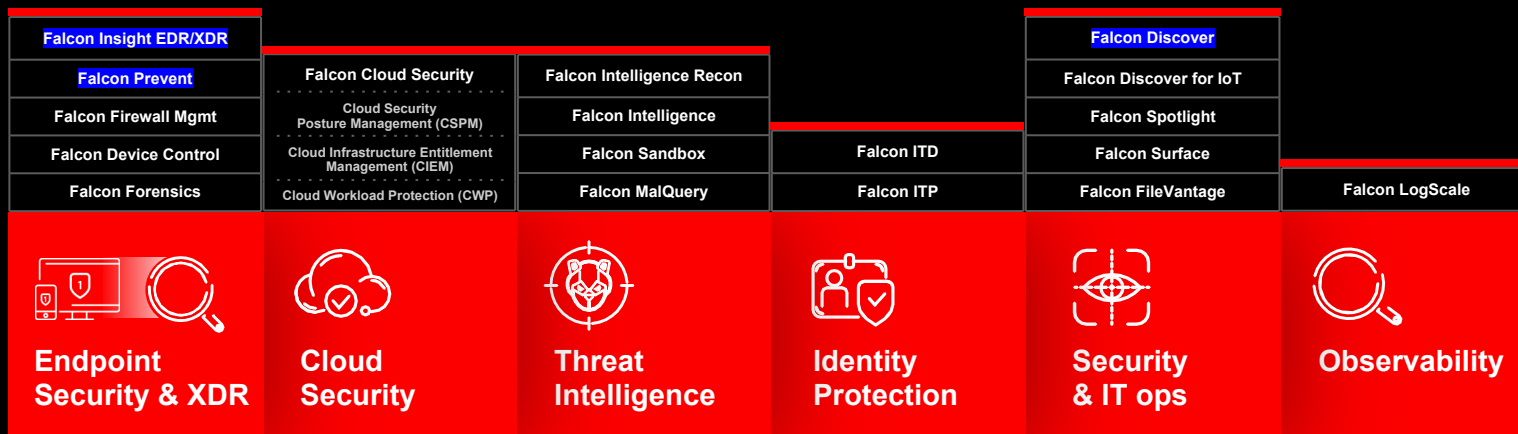
Nat Cuppan

Tom Rawlyk

Michael Padus

Agenda

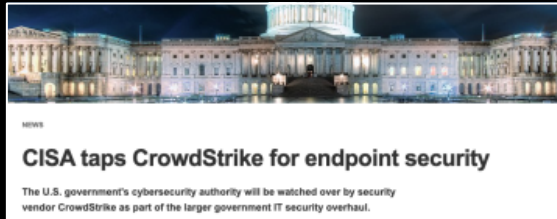
- Intro To CrowdStrike Team
- State of TN SLCGP – MDR – what's happening – where and how to apply
- Falcon Complete Overview
- Next Steps -> APPLY!



Leading the MDR Market

CrowdStrike has committed to developing a program in support of a “Whole of State” approach and align with the SLCGP.

CrowdStrike already partnered with:



In Sept (FY) 2022, DHS provided \$185M address cybersecurity risks and cybersecurity threats to information systems owned or operated by, or on behalf of, state, local and territorial governments.

- Eligible - All 56 states and territories
- Each state and territory must establish a Cybersecurity Planning Committee that coordinates, develops, and approves a Cybersecurity Plan.
- 80% of total state allocations must support local entities, while 25% of the total state allocations must support rural entities

What's Happening :

- State Funded MDR Using SLCGP – Year 1
- Applicants Should work with their district leaders to apply
- State of Tennessee will be buying on behalf of Accepted Applicants
- Accepted Applicants will work with CrowdStrike to deploy, onboard & start program.
- Questions to cybersafetn@tn.gov

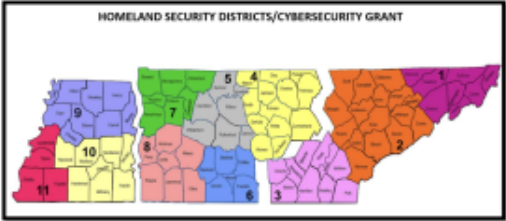
Where and how to apply & things to note:

- Make sure you have completed the NCSR
- Identify Your District Leader (will show example) on TN.gov
- Fill out project form (Will show sample) on TN.gov
- Specify Managed Detection & Response (MDR) in project title
- Set dollar value to “\$0”
- Specify Endpoint/server count
- K12 Specific – ONLY SPECIFY FACULTY & STAFF
- Questions to cybersafetn@tn.gov

District Boundaries & Leaders

**CYBERSECURITY PLANNING COMMITTEE MEMBERS
HOMELAND SECURITY DISTRICTS**

HOMELAND SECURITY DISTRICTS/CYBERSECURITY GRANT



District 1
Primary Committee Member:
Randall Lewis, Washington County Gov, Assistant 911 Director
rlewis@wc911.org

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bryoung@andersoncountytgva.gov

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mledbetter@speed.com

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LorenBaker2000@gmail.com

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Primary Committee Member:
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Communications and Technology Coordinator, Williamson Co EMA
Sean.Cochran@williamsoncountytgva.gov

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jgmacomm@uskt.net

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Steve Agre, Gibson Co EMA
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Secondary/Backup Member:
Tony Fischer
City of Germantown
Afischer@germantown-tgva.gov

- Additional questions should go to cybersafetn@tn.gov

Example Application Template

PROJECT DETAIL SHEET 2022	
County/City Name:	
Project Title:	Project 1 - Cybersecurity Managed Endpoint Detection and Response (MDR)
Total Project Cost:	\$ 0.00
Date Prepared:	
Prepared By:	
Email:	Email Address
Phone:	Cell Phone Number
Project Description:	
The <your entity> wishes to participate in the Managed Endpoint Detection and Response solution - Project 1 of the FY22 SLGCP. We will require approximately <#> licenses that will cover <#> would list out at least a sample of the departments and agencies this will cover. I would definitely call out if it is for (G/A), (EMA), (LE), or (FS and EMS) (see above)> workstations and servers. This type of 24/7 managed solution was identified as a need when we recently completed our NCSR. This project aligns with Objective 1 and 3 in the NOFO. Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations. Objective 3: Implement security protections commensurate with risk, and enhance the preparation, response, and resiliency of information systems, applications, and user accounts. This project also aligns up with the State's Cybersecurity Plan Goals 1) Secure and Reliable Information Access; 2.1) Enhance capabilities to manage cybersecurity risks; 2.2) Implement controls to reduce risk and increase resilience; 2.3) Promote the use of network detection tools, technologies, and policies; 2.4) Rapid analysis of, and response to, anomalies and suspected events; 4) Adopt a cost savings and crosscutting approach, and the following elements of the grant: Monitor, audit, and, track network traffic and activity transiting or traveling to or from information systems, applications, and user account.	

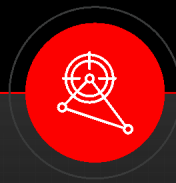
- Fill out project form (Will show sample) on TN.gov
- Specify Managed Detection & Response (MDR) in project title
- Set dollar value to "\$0"
- Specify Endpoint/server count
- K12 Specific – ONLY SPECIFY FACULTY & STAFF
- Questions to cybersafetn@tn.gov

Response-Driven MDR



Immediate Containment

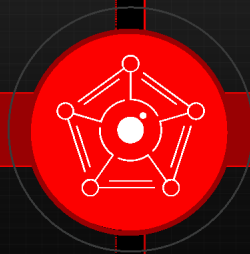
Neutralize attacks
Minimize exposure and spread



Surgical Remediation

Eliminate reimaging burden
No end-user impact

Maximum Effectiveness



Minimum Disruption

Identity

Block access
Reset password
Reauthenticate with MFA

File & Registry

Quarantine file
Pull file for analysis
Remove registry persistence

Process & Memory

End process / stop service
Global process hash block
Retrieve memory dump

System

Event log review
Restart host
Network contain host

CROWDSTRIKE ALIGN'S WITH CISA's VISION

FOR:

Cyber Defense

Risk Reduction and Resilience

Operational Collaboration

Agency Unification



KEY CYBERSECURITY THEMES



Flat/Declining Budgets
do more with less; must
replace an existing tool



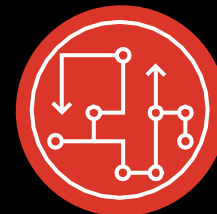
Lack of Visibility and Control
how can you secure what you
cannot see?



Staffing Challenges
challenging to hire, train,
and retain

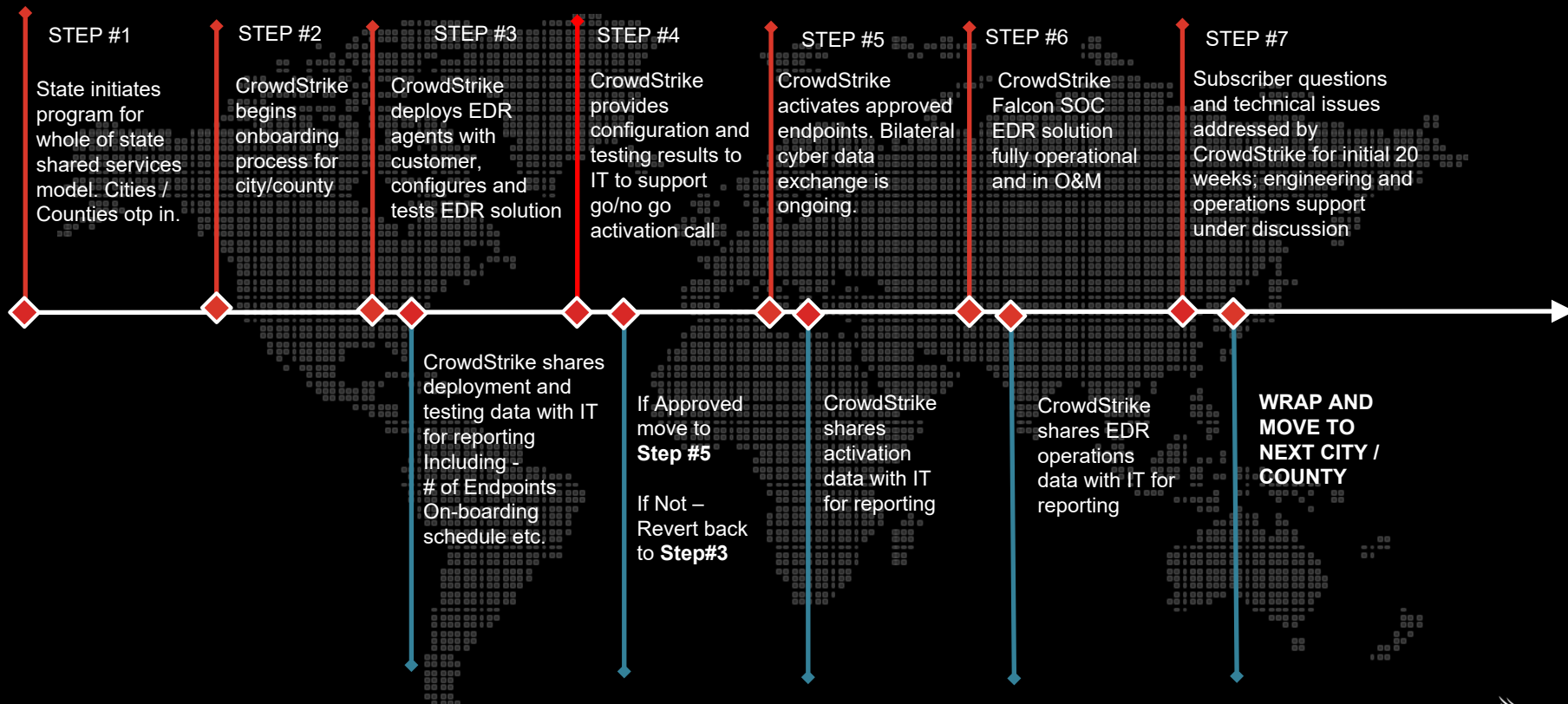


Data Fidelity
too much, not current, not
relevant, not actionable

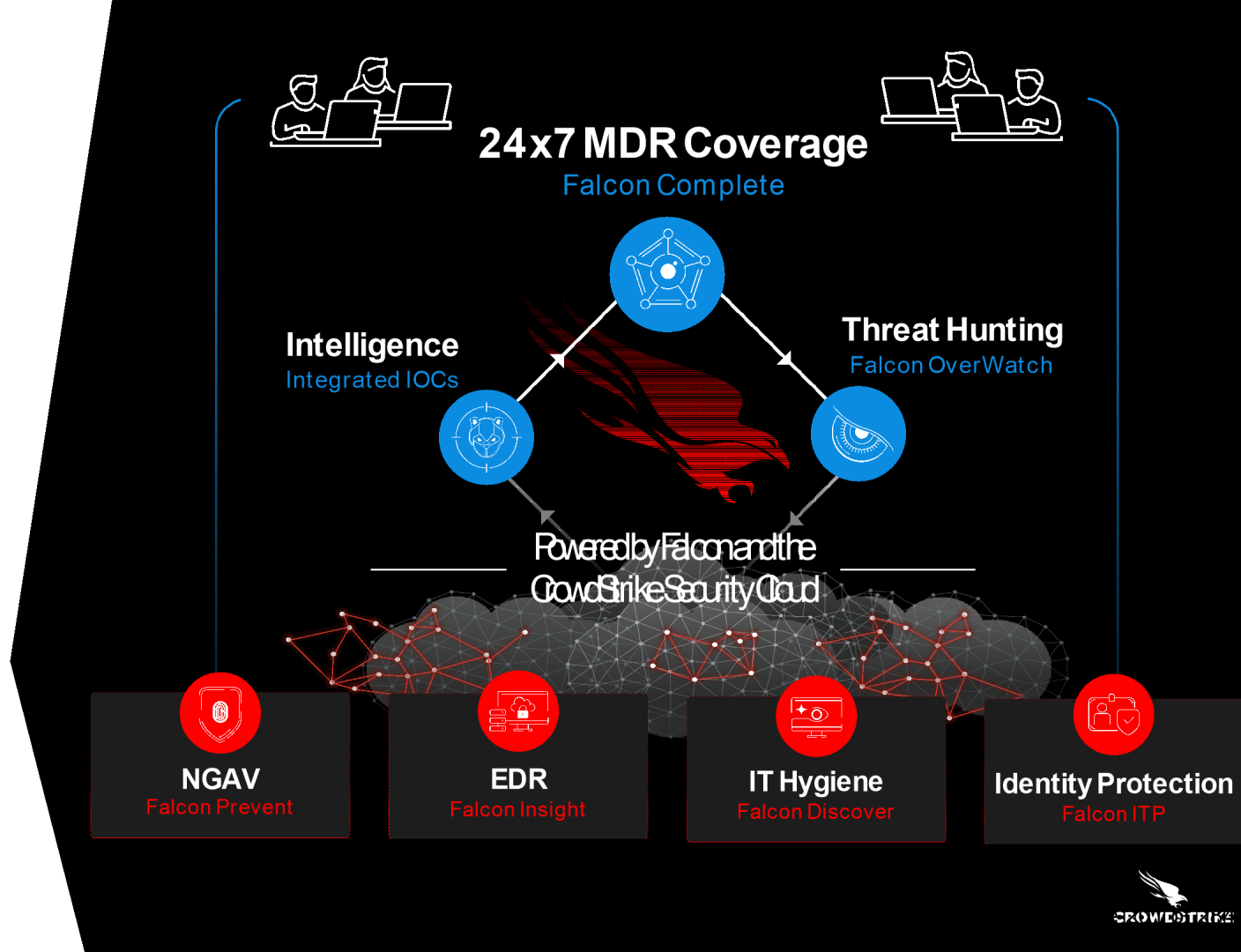


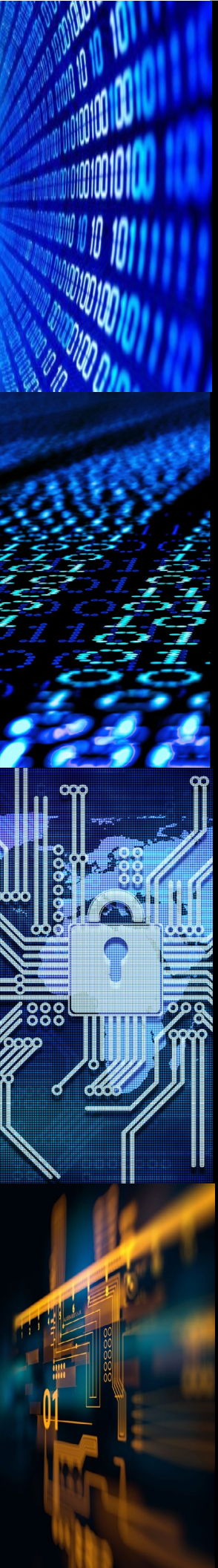
Cyber Threats
increasing in complexity,
frequency and intensity

Timeline of Activities for CrowdStrike Whole of State Approach



MDR with Benefits





STATE OF TENNESSEE CYBERSECURITY PLAN



June 2023

Approved by the TN Cybersecurity Grant Planning Committee on 06-29-2023

Version 7.3

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LETTER FROM THE STATE OF TENNESSEE'S CYBERSECURITY GRANT PLANNING COMMITTEE CO-CHAIRS

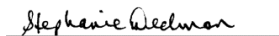
Greetings,

The Cybersecurity Planning Committee for the State of Tennessee is pleased to present to you the 2022/2023 Tennessee Cybersecurity Plan. The Cybersecurity Plan represents the State's continued commitment to improving cybersecurity and supporting our state, as well as cybersecurity practitioners across our Local jurisdictions. In addition, this update meets the requirement of the current U.S. Department of Homeland Security guidelines for the State and Local Cybersecurity Grant Program (SLCGP).

Leaders from the State of Tennessee along with Tennessee Local government representatives from the 11 Homeland Security Districts collaborated to develop and update the enclosed Cybersecurity Plan. The Plan contains measurable goals and actionable objectives that include identified champions to ensure their completion. These goals and objectives focus on the following goals: Deliver high-quality IT and cybersecurity solutions to stakeholders; Continually improve the whole-of-state cybersecurity posture; Provide better customer-focused protection of critical data; and excel as stewards of taxpayer dollars. They are designed to support our entity in planning for new technologies and navigating the ever-changing cybersecurity landscape. They also incorporate the SLCGP required plan elements.

As we continue to enhance cybersecurity, we must remain dedicated to improving our resilience among disciplines and across jurisdictional boundaries. With help from cybersecurity practitioners, we will work to achieve the goals set forth in the Cybersecurity Plan and become a model for cyber resilience.

Sincerely,



Stephanie Dedmon,
Chief Information Officer and Chair of Tennessee Cybersecurity Grant Planning Committee
State of Tennessee
Strategic Technology Solutions



Curtis Clan,
Chief Information Security Officer and Co-Chair of Tennessee Cybersecurity Grant Planning Committee
State of Tennessee
Strategic Technology Solutions

Date: 04/14/2023

INTRODUCTION

The State of Tennessee Cybersecurity Plan is a three-year strategic planning document that contains the following components:

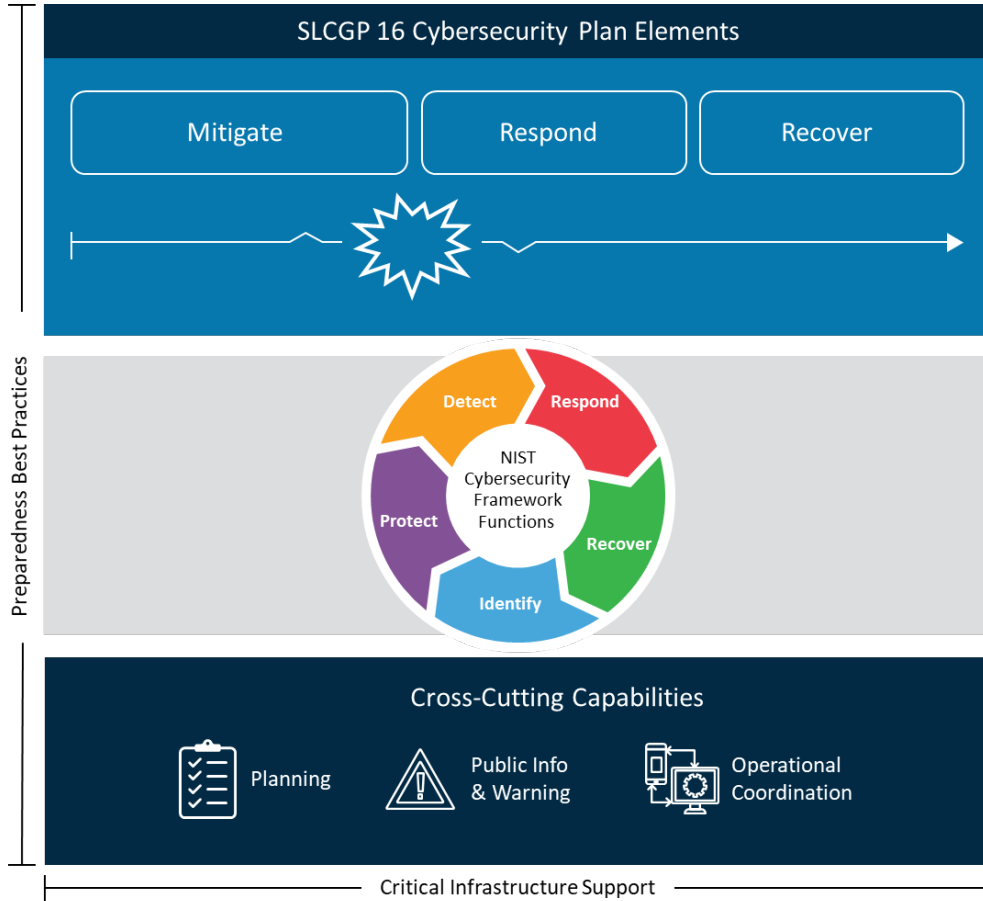
- **Vision and Mission:** Articulates the vision and mission for improving cybersecurity resilience interoperability over the next one-to-three-years.
- **Organization, and Roles and Responsibilities:** Describes the current roles and responsibilities, and any governance mechanisms for cybersecurity within the State of Tennessee as well as successes, challenges, and priorities for improvement. This also includes a strategy for the cybersecurity program and the organization structure that identifies how the cybersecurity program is supported. In addition, this section includes governance that identifies authorities and requirements of the State of Tennessee's cybersecurity program. The Cybersecurity Plan is a guiding document and does not create any authority or direction over any of the State of Tennessee's local systems or agencies.
- **How feedback and input from Local governments and associations was incorporated.** Describes how inputs from Local governments as used to reduce overall cybersecurity risk across the eligible entity. This is especially important to develop a holistic cybersecurity plan.
- **Cybersecurity Plan Elements:** Outlines technology and operations needed to maintain and enhance resilience across the cybersecurity landscape.
- **Funding:** Describes funding sources and allocations to build cybersecurity capabilities within the State of Tennessee along with methods and strategies for funding sustainment and enhancement to meet long-term goals.
- **Implementation Plan:** Describes the State of Tennessee's plan to implement, maintain, and update the Cybersecurity Plan to enable continued evolution of and progress toward the identified goals. The implementation plan must include the resources and timeline where practicable.
- **Metrics:** Describes how the State of Tennessee will measure the outputs and outcomes of the program across the entity.

This plan aligns with and/or references the following:

- Customer Focused Government Plan Department of Finance & Administration
- Enterprise IT Statewide Plan
- Governor's Cybersecurity Advisory Council Statewide Strategic Action Plan
- The State Enterprise Information Security Policy https://www.tn.gov/content/dam/tn/finance/sts/security-documents/300-POL-001_EISP-V%202.5%20Policy.pdf
- Strategic Technology Solutions' Cyber Incident Response Plan
- Tennessee Emergency Management Agency (TEMA) Tennessee Emergency Management Plan (TEMP) and Emergency Support Function 17 (ESF-17) Cybersecurity
- STS System Security Plan
- Information System Council (ISC) Policies <https://www.tn.gov/lawsandpolicies/policies/information-systems-council-isc-policies/information-systems-council-isc-policies-main-redirect/isc-information-resources-policies.html>

- The National Institute of Standards and Technology (NIST) Cybersecurity Framework¹, included in Figure 1 below.

Figure 1: Achieving Cyber Resilience Through Comprehensive Cybersecurity Plans



¹ <https://www.nist.gov/cyberframework/getting-started>

Vision and Mission

Vision:

A safe, secure, and prosperous Tennessee, through adequately and appropriately protected information resources.

Mission:

Lead Tennessee's effort to protect, manage, and reduce risk to our cyber and physical infrastructure, while developing a first-class workforce to meet the needs of business and industry.

Cybersecurity Program Goals and Objectives

The State of Tennessee's Cybersecurity Grant Planning Committee goals and objectives include the following:

Cybersecurity Program	
Program Goal	Program Objectives
1. Deliver high-quality IT and cybersecurity solutions to stakeholders	1.1 Secure and Reliable Information Access 1.1.1 Ensure the availability of and access to systems, networks, and information resources that enable government employees and citizens to perform essential functions. 1.1.2 Ensure the state's and local government's high value assets are protected by cybersecurity and physical controls. 1.1.3 Strengthen information resources in the state's data centers. 1.1.4 Leverage technologies to manage, monitor and track internal and external information flow across the state's and local government's operating environments. 1.1.5 Integrate Supply Chain Risk Management with mission oriented, risk-based protections that support IT based services, external access, and collaboration. 1.1.6 Provide quality cybersecurity training programs to ensure that users are fully aware of their responsibilities for protecting their information resources.
2. Continually improve the Whole-of-State cybersecurity posture	2.1 IDENTIFY – Enhance capabilities to manage cybersecurity risks 2.1.1 Assist local governments with establishing policies for cybersecurity hygiene through the use of automated tools and strengthening internal controls.

Cybersecurity Program	
Program Goal	Program Objectives
	2.1.2 Conduct assessments to ensure that hardware, software, and firmware meet cybersecurity standards – along with legal and regulatory requirements. 2.1.3 Conduct and analyze risk and vulnerability assessments to identify gaps in risk posture. 2.1.4 Leverage tools, technologies, and policies to identify, monitor, track, and log cybersecurity risks to state and local government. Provide and implement timely and quality cybersecurity hygiene training.
	2.2 PROTECT – Implement controls to reduce risk and increase resilience; promote cybersecurity awareness through workforce development and training. 2.2.1 Collaborate with public education and local governments to identify and develop a highly capable workforce to better meet the needs of state and local government. 2.2.3 Collaborate with public education and local governments to improve cybersecurity curriculum to better meet the needs of the state and local government workforce. 2.2.4 Implement cybersecurity requirements, measures, and solutions that harden state and local government infrastructure and network environments, thereby increasing protection of its information resources (monitor, manage, track users, etc.). 2.2.5 Promote the adoption and use of Identity, Credential, and Access Management tools, technology, and policies.
	2.3 DETECT – Develop and implement a process to accelerate cybersecurity risk and threat information across the state; promote the use of network detection tools, technologies, and policies. 2.3.1 Increase and enhance statewide sharing of analytics and real-time threat information to improve cybersecurity situational awareness, incident detection, and response. 2.3.2 Increase local government participation with the Multi-State Information and Analysis Sharing Center (MS-ISAC) and the Election Infrastructure – Information and Analysis Sharing Center (EI-ISAC). 2.3.3 Leverage tools, technologies, and policies to increase internal and external detection of risks, threats, and intrusions (monitor, track, log, analyze, etc.). 2.3.4 Promote the use of, or migration to, the .gov domain.
	2.4 RESPOND – Rapid analysis of, and response to, anomalies and suspected events. 2.4.1 Develop, in collaboration with local governments and stakeholders, information reporting requirements to form a common operating picture. 2.4.2 Adopt and enhance the Emergency Services Function 17 (ESF-17; Cybersecurity) capabilities for incident reporting and response coordination.

Cybersecurity Program	
Program Goal	Program Objectives
	2.4.3 Conduct periodic testing of the ESF-17 incident response capabilities and communications. 2.4.4 Leverage tools, technologies, and policies to increase internal and external response capabilities to possible or actual cybersecurity incidents at the state and local government enterprise level (monitor, manage, audit, track, etc.). 2.5 RECOVER – Implement incident triage, response, and recovery processes to address cybersecurity threats 2.5.1 Assist local governments with developing Continuity of Operations Plans (COOP) and Disaster Recovery Plans (DRPs). 2.5.2 Conduct cyber incident response plan exercises 2.5.3 Conduct gap analysis of IT and Cybersecurity resources necessary for Continuity of Operations Plans (COOP) and Disaster Recovery Plans (DRPs). 2.5.4 Leverage tools, technologies, and policies to assist with response and recovery of a suspected or actual cybersecurity event. 2.5.5 Conduct testing of critical IT and Cybersecurity systems and communications.
3. Provide better customer-focused protection of critical data	3.1 Customer focused cybersecurity at the State and Local Government level 3.1.1 Leverage tools, technologies, and policies to ensure legal and regulatory requirements are met while providing the highest quality of service possible, while providing the highest level of protection. 3.1.2 Leverage tools, technologies, and policies that provide data and identity protection for customers interacting with state and local government networks. 3.1.3 Promote the adoption and use of Identity, Credential, and Access Management tools, technology, and policies.
4. Excel as stewards of taxpayer dollars	4.1 Adopt a cost savings and crosscutting approach 4.1.1 Implement an information technology and operational technology modernization cybersecurity review process. 4.1.2 Utilize to the greatest extent possible, services provided by the Department of Homeland Security and other approved organizations. 4.1.3 Utilize to the greatest extent possible, cost analysis and group/bulk purchasing strategies to ensure local government entities have adequate access to, participation in, the services and programs outlined in this Plan.

CYBERSECURITY PLAN ELEMENTS

Manage, Monitor, and Track

At the State and Local Levels, entities should establish procedures that effectively control and restrict access to agency information assets to authorized users based on defined business and legal requirements (essentially, access will be limited to a “need-to-use” and/or “need-to-know” basis). Mechanisms will be implemented that provide for the control, administration, and tracking of access to, and the use of, information assets, as well as the protection of such assets from unauthorized or unapproved activity and/or destruction. The State of Tennessee’s Executive Branch Specific Policies to implement this Strategic Approach are documented in the Strategic Technology Solutions’ Enterprise Information Security Policy that is available for use by the other Branches of State Government and Local Government entities on the State’s cybersafetn.gov website.

Monitor, Audit, and Track

Asset owners, asset custodians, and information security and privacy officers at the State and Local levels should:

- (a) Ensure the information assets under their purview are assessed for security and privacy risks and configured such that event logging is enabled to ensure an adequate level of situational awareness regarding potential threats to the confidentiality, integrity, availability, and privacy of agency information and information systems are identified and managed; and
- (b) Review and retain event logs in compliance with all applicable Local, State and Federal laws.

The State Agency, Department, Board, and Commission Management must comply with the ISC Policy 2.00: Review of Confidential Information Technology (IT) Audit Findings.

1. Ensure that agency, department, board, and commission staff receive the security training appropriate for their job functions.
2. Ensure that recommendations are considered, and corrective action plans are developed and executed.
3. As appropriate, consult with the Office of the State’s Chief Information Officer (CIO) on steps needed in order to improve the agency’s security posture.
4. As appropriate, develop internal policies and procedures.
5. Ensure internal policies and procedures are followed.
6. Attend Information Systems Council meetings and present corrective action plans upon request.

STS manages a central logging and analysis solutions for the State Executive Branch agencies and any other agencies that leverage the STS managed network and infrastructure including data centers on-premises and in the cloud.

Enhance Preparedness

State and Local Government Entities should implement continuous risk management processes that account for the identification, assessment, treatment, and monitoring of risks that can adversely impact their operations, information systems, and information. These processes will inform the exercise and execution of Incident Response Plans,

Continuity of Operations Plans and the State Emergency Operation Plan. Lessons Learned from these exercises will be incorporated into future planning, inform organizational decisions, and demonstrate additional equipment and training needs.

Tennessee Emergency Management Agency has established the Tennessee Emergency Management Plan (TEMP) and is building out Emergency Support Function – 17 (ESF-17) Cybersecurity.

Assessment and Mitigation

STS manages two on-premises data centers and three cloud environments. All servers in those data centers are scanned for vulnerabilities each week. The output of those scans is stored in our governance and risk tool. Agency system/application administrators have access into the governance tool to have a real time visibility of their risk so they can patch. The Enterprise Information Security Policy states the patch cadence that must be followed. STS has developed an out-of-cycle patch process for zero-day exploits and critical known exploits in the wild.

STS Security holds meetings with the agencies to discuss the findings and to answer any questions they may have.

STS also performs an annual risk assessment on the data centers to make them SOC2/Type2 certified.

In addition, STS has contracted with a third-party cybersecurity provider to perform penetration test on all external facing websites/systems.

Local entities should leverage the statewide third-party contract to evaluate their systems for vulnerabilities.

STS runs and manages a 24/7 security operations team that responds to cyber incidents and facilitates events to mitigation. STS has a Cyber Incident Response Plan that they follow. STS is available as a consulting arm for Locals during cyber related events.

Local entities should create their own Cyber Incident Response Plan and include STS as appropriate.

Best Practices and Methodologies

The State of Tennessee cybersecurity is governed by the Enterprise Information Security Policy. That policy states the minimum requirements for each state agency to provide. The policy covers topics such as least-privilege, separation of duties and password complexity.

STS has enabled multi-factor authentication for the O365 suite of applications. In addition, we have enabled multi-factor for all VPN users. STS is in the process of also enabling multi-factor for all Internet facing applications that host confidential information. STS leverages active directory group policy to control access in the application.

STS has established an enterprise logging solution and a Security Information Event Management tool (SIEM). Those tools are used for detecting and responding to potential security events.

STS has implemented encryption at rest for all workstations and servers. In addition, STS has encrypted all storage in the data centers. STS manages TLS certificates and applies those to all websites that contain confidential information. Example of this is <https://tn.gov>.

All third-party contracts have language in them requiring encryption at rest and in-transit for confidential data.

As part of the Vulnerability Management Program end of life systems are updated prior to going out of support. STS has assigned project managers to assist with working with all the agencies to update their systems. Priority is given to all Internet facing systems. Any system that cannot be updated are mitigated with other security controls.

As part of the requirement of the EISP agencies are required to change all default passwords upon installation. Security application assessments are done to audit this process.

STS has a Disaster Recovery team that works with the agencies to perform table-top exercises as well as functional test. The functional test uses the process to restore from backups.

Most of the state websites are leveraging the .GOV domain. STS has started a project to do an inventory of sites that are not leveraging the .GOV and will work with the agencies to determine the potential to move to the .GOV domain.

Local entities should establish the same practices and STS will support them as appropriate.

NIST Principles

STS Security policy is based on the ISO27001 framework which is easily mapped to the NIST SP 800-53 framework. The State has five agencies that receives, processes, and stores federal data that must meet the NIST SP 800-53. The State has a compliance group that works with those agencies to validate that they are compliant.

STS has been participating and submitting the National Cybersecurity Review (NCSR) since 2015. STS has started a program to reach out to all Local entities to help them participate in the NCSR. This project is a multi-year project.

STS has partnered with a third-party security firm to assess entities on NIST CSF for year 2022-2023.

Local entities can leverage the statewide contract with that third party partner to access their systems.

Many Local counties and jurisdictions are now members of the Multi-State Information Sharing and Analysis Center (MS-ISAC) and we will be promoting adding more as we complete the NCSR.

Supply Chain Risk Management

Through the procurement process the State has written into the contract language security requirements. Depending on the data being process or stored in the solution the requirements differ. The requirements could include that they have certifications in FedRAMP, SOC2 Type 2, or ISO27001. They also must meet the requirements of the State's EISP.

The State has established an approval committee for new solutions. The STS security team does an analysis of the vendor solution for security concerns prior to the solution being approved.

Tools and Tactics

The State leverages several tools around threat. We partner with CISA and MS-ISAC for threat intel as well as State Homeland Security. We get intel via email and use that information and share with our agencies as warranted.

Tools that State uses include a Governance Risk and Compliance (GRC) platform, Intrusion Detection and Prevention (IDP), Security Information and Event Management (SIEM), MS-ISAC Albert sensor, Open Web and Dark Web intel, secure email gateway with scanning of attachments and url re-writing, vulnerability scanning, Endpoint Detection and Response (EDR), central logging, phishing campaigns, security awareness training platform, and firewalls.

The State also has designed the architecture in a way to provide defense in depth. Tactics to protect include a 24/7 security operations team with monitoring of events. The Security Incident Response team leverages the Security Incident Response Plan. We have a third-party contract to assist with forensics. Distributed Denial of Service (DDOS) protection is in place, and we are put in automatic mitigation when an attack is detected.

We are promoting that Local entities join the MS-ISAC so they can also receive intel.

Safe Online Services

On Sept 11, 2019 the State established the Governor's Cybersecurity Advisory Council. We worked with the National Governors Association (NGA) to develop a Strategic Plan around cyber. One of the outcomes was the development of a website dedicated to cyber. The site is <https://cybersafetn.gov>. That site contains information helpful to the State and Local entities.

We have a current project to identify all non .GOV sites for the state agencies and will promote the moving to the .GOV domain.

Continuity of Operations

State and Local Government entities should develop, implement, test, and maintain contingency plans to ensure continuity of operations for all information systems that deliver or support essential or critical functions on behalf of the State of Tennessee or their respective Local Government Entity. Contingency planning is an important aspect of risk management.

For State government agencies ISC Policy 9 Discovery Recovery mandates that each agency performs a Business Impact Analysis and disaster recovery test. The policy defines the roles for the Information Technology shop as well as the business.

Tennessee Emergency Management Agency (TEMA) has established the Tennessee Emergency Management Plan (TEMP) and is building out a dedicated cybersecurity Emergency Support Function – 17 (ESF-17). As part of the effort to bring together the ESF-17, TEMA has partnered with Strategic Technology Solutions (STS), Tennessee Bureau of Investigations (TBI), State Homeland Security, Attorney General's office and the Department of Treasury Risk management office to form a cross-collaboration channel for intelligence sharing and situation awareness.

Exercises are planned in the future and lessons learned will be documented and plans updated as needed. TEMA manages and runs the overall large exercises, while the other smaller entities leverage their respective plans as needed.

Workforce

The Tennessee Cybersecurity Advisory Council is currently designing and implementing programs to strengthen public partnerships in cybersecurity. The developing programs will ultimately increase the number of cyber services available to county and municipal governments. Increased statewide engagement provides a more accurate threat picture, which subsequently enhances Tennessee's cyber portfolio.

The Council has identified four primary areas of focus for the next two years:

1. Preparing for and responding to major cyber disruptions
2. Establishing coordinated programs that develop highly skilled cybersecurity professionals
3. Promoting the awareness of state security resources and services across the State
4. Information sharing and collaboration with Local governments and municipalities

The Council was awarded the opportunity to work with the National Governors Association (NGA) in building out a Strategic Action Plan to accomplish the four focus areas. That plan is underway and includes workforce development.

As part of cyber workforce development efforts, STS worked with its partner agencies and used the NICE framework and created a capability matrix. This document shows which agencies have staff either in those current roles or the skills to perform those defined task. The NICE framework defines around 52 roles. What we have found is that we have employees that are assigned multiple roles, typically around five to eight.

The NICE framework shows that to have everything covered you must rely on multiple parties. As an example, STS does not have a law enforcement component and we use TBI for that.

The exercise also validated that the services we were providing were valued and needed.

Next steps will be to document any gaps and add those roles and responsibilities for individuals to cover.

We will share our capability matrix with our Local entity partners, and they can use that to make sure they have as much coverage as possible for their business.

Continuity of Communications and Data Networks

The State's data network is built around being a very robust/resilient architecture. We have multiple data centers and perform disaster recover testing frequently. We leverage alternate Internet and Domain Name Providers. All enterprise services are built in a resilient manner. In addition to that we test our physical environments as well. Each data center goes through maintenance protocols such as weekly generator test, etc.

We did a study on resiliency to define critical sites that were not already part of what was considered "core network". An example would be a hospital on the network. We are working on redundant connectivity options to those types of sites in the future.

Assess and Mitigate Cybersecurity Risks and Threats to Critical Infrastructure and Key Resources

STS receives intelligence from multiple entities such as CISA, MS-ISAC, vender community and our own tools. We run a centrally managed security program which includes a 24/7 security operations center which runs an intrusion detection/prevention tool (IDP), security information event management (SIEM), firewalls, Web Application Firewalls (WAF), Endpoint Detection and Response (EDR), security email gateway, internet content filtering, DMARK, DNSSEC, DDOS protection, weekly vulnerability scans, dark web scanning intel, central management of workstations, network segmentation, central logging, and forensics.

If we detect any suspicious activity, we can isolate at multiple levels. We can isolate an individual device, or we can isolate an entire virtual local area network (VLAN).

Preventative assessments are ongoing yearly. We perform annual risk assessments, and we are audited regularly by State Audit and other federal agencies.

For mitigation we have multiple tiers depending on the level of the event. If the event can be handled by the security team, then the security operations team manages on their own. If a larger impact to the State, then we have a "Major Incident Response" team that gets engaged. Security of course participates in that. These are all hands-on deck types of calls initially for triage and containment of the situation stopping the bleeding and then scaling back as things calm down.

STS has awarded a contract to a third-party security company to help Local agencies with security risk assessments. The contract is a statewide contract and open to all Local entities for use. They can do general

risk assessments or true red/blue team type penetration testing. STS plans to offer Local governments a copy of our Cyber Incident Response Plan (CIRP).

Cyber Threat Indicator Information Sharing

STS has created the <http://cybersafetn.gov> for information sharing to the public.

STS has multiple ways that we communicate information. We receive intel from CISA and MS-ISAC and share that to the Information Technology community via an email listserv.

We also have monthly group meetings where key cybersecurity information is shared with a wider state audience. One group is the Information Technology Executive Committee (ITEC) which meets monthly. This group consist of all the State's information technology directors and agency Chief Information Officers.

Another group is the Information Technology Professional Association (ITPA). This is a much larger group containing all State employees classified as IT professionals.

We have a dedicated Vulnerability Management Team (VMT) that scans all the systems for CVEs and imports those findings into our governance risk and compliance tool (GRC). The VMT has weekly meetings with the agency staff to go over the findings and remediation plans and answer any questions they may have. Not patching is not an option! Everyone must stay in compliance with the Enterprise Information Security Policy (EISP).

There is also the Governor's Cybersecurity Advisory Council where we discuss cyber events. We have created a TEAMS channel for everyone to post ad hoc communications.

We are in the process of sending newsletters out to all the Local entities through a new email campaign.

We will investigate the CISA Cyber Information Sharing and Collaboration Program.

Department Agreements

At this time, there is no intent by the State of Tennessee to expand any information sharing agreements.

Leverage CISA Services

The State has leveraged CISA services in the past for penetration testing. We recognize that this may be a service the Local entities may want to leverage. We will partner with our Local entities and communicate with our regional CISA representative, as we currently do not have a local CISA representative. We will investigate the options that make sense, enrolling in the Vulnerability Scanning and Web-Application Scanning as required.

Information Technology and Operational Technology Modernization Review

All State agencies submit an Information System Plan (ISP) to STS which defines their three-year strategic Information Technology roadmap. This covers their modernization efforts. There is a lot of pressure and support to get away from legacy systems such as mainframe or systems that are going out of support. At the State we do our best to keep up with modern technology architecture with advanced security capabilities such as cloud services.

To ensure that information security is an integral part of information systems throughout their life cycle. This includes application infrastructure, vendor applications, agency-developed, and user-developed applications and information systems which provide services over public networks or the State's internal network.

Security requirements should be identified and documented as part of the overall business case for new information systems and for enhancement to existing information systems. These requirements should be

included early and continuously throughout the lifecycle of the application, including, but not limited to the conception, design, development, testing, implementation, maintenance, and disposal phases.

Cybersecurity Risk and Threat Strategies

STS has awarded an RFP to a partner to work with the State and hundreds of Local entities to assist in filling out the MS-ISAC NCSR assessment. In addition to filling out the NCSR they are tasked with identifying gaps for each entity. This will help with developing an overarching strategy for the State.

The NCSR is an assessment designed to measure potential cybersecurity gaps and capabilities of all branches of State government, counties, cities, and other Local jurisdictions. The assessment's goal is to assess opportunities for improvement and identify significant risks or gaps to protect our citizens and safeguard data. The benefits of implementing this assessment include increased awareness, risk mitigation, and enhanced communication regarding cyber safeguards.

The metrics that come out of the NCSR results will be presented to the Cybersecurity Planning Committee for their knowledge. This information will help then in making decisions when approving applications that come to the committee on spending of grant funds.

Rural Communities

Rural communities are assured adequate access to projects under the SLCGP by virtue of their representation on the planning committee and outreach activities that will be done by the Planning Committee as a whole and individual members of the Planning Committee. The consensus of the Planning Committee is that we make sure we consider the "have nots" before the "haves".

FUNDING & SERVICES

The State of Tennessee's Cybersecurity Grant Planning Committee intends to focus on three key projects in year one in order to strengthen cybersecurity across the State. These efforts include:

1. Cybersecurity Training
2. Cybersecurity Detection and Response
3. Formalized Planning and Organization

Year one projects are outlined below and further defined in Appendix B: Project Summary Worksheet.

Project Name: Project #1 Training

Project Description: User/End User Cybersecurity Awareness Training

If approved for funding, the eligible entity would purchase a cybersecurity awareness platform that will educate end users on how to protect against social engineering tactics and how to report them. In addition to being a training platform, the solution will also support validating the effectiveness of the training through the deployment of phishing campaigns. Metrics will show how many users click, forward, and read. Follow up training can be administered for those that continue to fail the phishing test to ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility and offered to Local government entities as a service in lieu of funding.

This project aligns with Objective 4 in the Notice of Funding Opportunity (NOFO). Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility. This project also aligns with the State's Cybersecurity Plan - Goals 1) Secure and Reliable Information Access & 2) Enhance capabilities to manage cybersecurity risks; 4) Adopt a cost savings and crosscutting approach, and the following elements of the grant: Continuous cybersecurity vulnerability assessments and threat mitigation practices; Cyber hygiene

and end user training; Ensure adequate access to, and participation in, the services and programs and, distribute funds, items, services, capabilities, or activities to Local governments.

Project Name: Project #2 Detection and Response

Product Description: Cybersecurity Detection and Response – Endpoint Detection and Response (EDR)

If approved, the eligible entity would procure a solution that would be installed on the endpoints to address detection and prevention. The solution would then be monitored for malicious activities and mitigation controls would be put in place to prevent further access into the network and systems. Security operational personnel would respond and mitigate. This solution would be made available to Local government entities that wish to receive services in lieu of funding.

This project aligns with Objective 1 and 3 in the NOFO. Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations. Objective 3: Implement security protections commensurate with risk, and enhance the preparation, response, and resiliency of information systems, applications, and user accounts.

This project also aligns up with the State's Cybersecurity Plan Goals 1) Secure and Reliable Information Access; 2.1) Enhance capabilities to manage cybersecurity risks; 2.2) Implement controls to reduce risk and increase resilience; 2.3) Promote the use of network detection tools, technologies, and policies; 2.4) Rapid analysis of, and response to, anomalies and suspected events; 4) Adopt a cost savings and crosscutting approach, and the following elements of the grant: Monitor, audit, and, track network traffic and activity transiting or traveling to or from information systems, applications, and user account.

Project Name: Project #3 Planning and Organization

Product Description: Formal Planning Committee meetings and mitigations

The State of Tennessee is comprised of 95 counties with around 1300 entities within those counties. The maturity of those entities ranges from 1-7 with 1 being very poor to 7 optimized. The State has a project where we are doing the NCSR assessment for all entities. This assessment will show the current posture of each entity and will identify gaps where solutions need to be implemented.

If approved this project will fund those areas and gaps as they are identified. The actual solutions will be identified after the assessments have been done. Those solutions will be governed and approved by the State CIO office with support of the cyber grant committee. Formal meeting and discussions around the State Cyber Plan and Grant Elements will need to be revisited regularly to ensure grant compliance and project management goals and objectives.

This project aligns up with Objective 2 in the NOFO. Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments. This project also aligns with the State Cyber Plan Goals: 2) Continually Improve the Whole-of-State Cybersecurity Posture; 2.4) Rapid analysis of, and response to, anomalies and suspected events; and 4) Excel as Stewards of Taxpayer Dollars, and the following elements of the grant: Ensure adequate access to, and participation in, the services and programs, Adopt and use best practices and methodologies to enhance cybersecurity, Understand the current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessment, and distribute funds, items, services, capabilities, or activities to Local governments.

Distribution to Local Governments

The State of Tennessee intends to passthrough at least 80% of the grant funding to local government entities as directed in the grant guidance in the form of sub-grant awards or by providing enterprise services on behalf of local governments as approved by the Cybersecurity Grant Planning Committee. The sub-award distribution process will follow the already established process used for the State Homeland Security Program (SHSP) by using an application process that meets our cybersecurity program goals and objectives. This approach, including ensuring that 25% of the Grant Funding is received as services to rural areas, meets the requirement in the State and Local Cybersecurity Improvement Act: e.2.B.xvi. See Appendix B: Project Summary Worksheet for details on year one projects.

ASSESS CAPABILITIES

The State of Tennessee's Cybersecurity Grant Planning Committee used Appendix A: Cybersecurity Plan Capabilities Assessment to assess and document capabilities for the cybersecurity plan elements included in this plan.

IMPLEMENTATION PLAN

Organization, Roles and Responsibilities

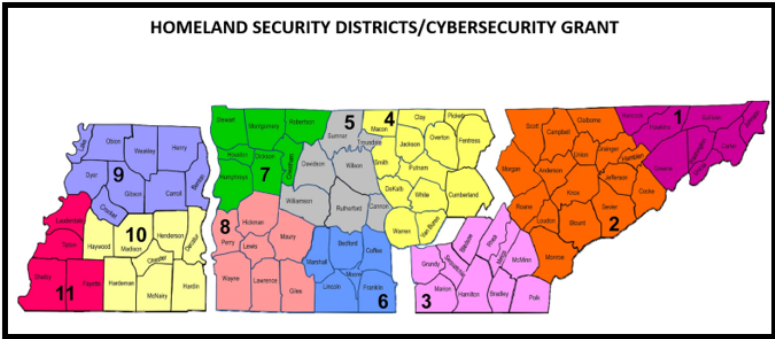
Organizational Model: In the State of Tennessee, cybersecurity is largely managed at the enterprise level. The Department of Finance and Administration houses the State's highly centralized information technology (IT) division, Strategic Technology Solutions (STS). STS serves the State's 23 Executive Branch agencies and also partners with the Judicial and Legislative branches on some projects and services. The STS Cybersecurity and Risk Management program is run by the Chief Information Security Officer (CISO), under the guidance of the State's Chief Information Officer (CIO). This encompassing program includes governance of security, policy, compliance, vulnerability management, disaster recovery, security awareness and incident & response.

For the State of Tennessee to participate in the Grant Program, there are several requirements, including the establishment of a planning committee and development of the Tennessee Cybersecurity Plan.

Committee Membership: The Tennessee Cybersecurity Grant Planning Committee is co-chaired by the State's Chief Information Officer (CIO) and Enterprise Cybersecurity Security Information Officer (CISO). Voting members of the Planning Committee currently include:

1. Stephanie Dedmon, Chief Information Officer, STS, Department of Finance & Administration
2. Curtis Clan, Chief Information Security Officer, STS, Department of Finance & Administration
3. James Cotter, Special Agent, Department of Safety and Homeland Security
4. Gary Baker, TEMA and State Administrative Agency contact
5. Lauren Lamberth, Attorney General's office
6. Rich Littlehale, Tennessee Bureau of Investigation, CIO
7. Chris Dowell, STS IT Director supporting the Department of Safety and Homeland Security
8. Jason Laney, STS IT Director supporting TEMA/Military
9. John Voss, TEMA Planning Manager
10. Vijay Gollapudi, Department of Education CIO
11. David Tall, STS Agency CIO supporting Department of Health
- 13-22. The primary IT representatives from each of the 11 Local government Homeland Security grant districts:

CYBERSECURITY PLANNING COMMITTEE MEMBERS
HOMELAND SECURITY DISTRICTS



District 1 Primary Committee Member: Randall Lewis, Washington County Gov, Assistant 911 Director District 2 Primary Committee Member: Brian Young, Anderson County Gov Secondary/backup Member: Rob Ogle, City of Pigeon Forge District 3 Primary Committee Member: Brendan Taylor City of Chattanooga Secondary/backup Member: Raul Hidalgo, Hamilton County IT District 4 Primary Committee Member: Mickey Ledbetter, Overton Co Secondary/backup Member: Loren Baker, Overton Co	District 5 Primary Committee Member: Sean Cothron Communications and Technology Coordinator, Williamson Co EMA Secondary/backup Member: Carl Wilson Town of Smyrna District 6 Primary Committee Member: Josh Carney, Bedford County District 7 Primary Committee Member: Skip Burchett, Montgomery Co IT Secondary/backup Member: Jared Oakes, Montgomery County Information Technology District 8 Primary Committee Member: Chaz Morrow, Lawrence Co	Secondary/backup Member: Clayton Cross, Wayne County District 9 Primary Committee Member: Justin Little, Gibson Co. EMA Secondary/backup Member: Steve Agee, Gibson Co. EMA District 10 Primary Committee Member: Matt Presson, Madison County IT Secondary/backup Member: Brian Taylor, City of Jackson IT Dept District 11 Primary Committee Member: Shawn McClure, Shelby County Gov Secondary/backup Member: Tony Fischer City of Germantown
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Roles and Responsibilities:

- Assisting with the development, implementation, and revision of the Cybersecurity Plan
- Approve/deny the spend of the grant monies
- Approving the Cybersecurity Plan
- Assisting with the determination of effective funding priorities
- Coordinating with other committees and like entities with the goal of maximizing coordination and reducing duplication of effort
- Creating a cohesive planning network that builds and implements cybersecurity preparedness initiatives using FEMA resources, as well as other Federal, State, Local, Tribal, private sector, and faith-based community resources
- Ensuring investments support closing capability gaps or sustaining capabilities; and
- Represent and speak on behalf of the local and rural areas for consent for the state to provide enterprise solutions.

Oversight/Governance: The TN Cybersecurity Grant Planning Committee is a true working group which reports to an informal Executive Committee comprised of the State of Tennessee’s Chief Operating Officer, the Commissioner of the Department of Finance & Administration, the Commissioner of the Department of Safety, and the Director of the Tennessee Emergency Management Agency. The Planning Committee will also report quarterly to the Tennessee Cybersecurity Advisory Council (formed Fall of 2019), which is Co-chaired by the State’s Chief Operating Officer and Chief Information Officer and contains members representing all three branches of State of Tennessee government. This Council’s mission is to provide a collaborative source of knowledge, expertise and information sharing in the field of cybersecurity supporting the confidentiality, integrity and availability of services and resources. The Council develops recommendations for the Governor’s Office regarding the organizational structure, authority, governance, policies, and responsibilities for a coordinated, multidisciplinary, broad-based approach to cybersecurity within the State of Tennessee - a model known as a whole-of-government approach.

Resource Overview and Timeline Summary

The following information is provided to meet the requirement in the State and Local Cybersecurity Improvement Act: e.2.E. This information represents best estimates based on current reference material. It is subject to revision over time.

The voting members of the Tennessee Cybersecurity Grant Planning Committee listed previously will be required to implement the Tennessee Cybersecurity Plan over the next four years. In addition, supplemental support staff and contract resources may also be required as we move through the plan’s implementation.

The State of Tennessee intends to request the following financial resources to implement the Tennessee Cybersecurity Plan over the next four years:

	TN Allocation / NOFO	Match % Required	Match Amount	Total Amount Estimated
FY22	\$4,242,000	10%	\$424,200	\$4,666,200
FY23	\$8,366,000	20%	\$1,673,200	\$10,039,200
FY24	\$6,275,000	30%	\$1,882,500	\$8,157,500
FY25	\$2,092,000	40%	\$836,800	\$2,928,800
Totals	\$20.975,000	—	\$4,816,700	\$25,791,700

METRICS

Please note: this table summarizes program objectives not the cybersecurity plan objectives.

Tennessee Cybersecurity Program Metrics – Year One			
Program Objectives	Program Sub-Objectives	Associated Metrics	Metric Description (details, source, frequency)
1. Deliver high-quality IT and cybersecurity solutions to stakeholders	1.0 Secure and Reliable Information Access	—	---
	1.2 Ensure the availability of and access to systems, networks, and information resources that enable government employees and citizens to perform essential functions.	State's network availability/uptime	• Percent • Report from STS • Continuously (report available upon request)
	1.3 Ensure the State's and Local governments' high value assets are protected by cybersecurity and physical controls.	STS physical access control audit.	• Number of findings • STS Audit • Quarterly
	1.4 Strengthen information resources in the State's data centers.	Application vulnerability assessment (AVA) for public-facing websites.	• Number of vulnerabilities identified • STS Risk Assessment • Annually
	1.5 Leverage technologies to manage, monitor and track internal and external information flow across the State's and Local government's operating environments.	STS Intrusion detection and prevention (IDP).	• Number of events • STS Incident Response Team • Continuously (report available upon request)
	1.6 Integrate Supply Chain Risk Management with mission oriented, risk-based protections that support IT based services, external access, and collaboration.	STS Security contract management process.	• Turnaround time for contract review completion • STS Endorsement • As requested
	1.7 Provide quality cybersecurity training programs to ensure that users are fully aware of their responsibilities for protecting their information resources.	Percentage of State government employees that complete required end-user cybersecurity awareness training each year.	• Percent • Report from STS • Annually

PLAN APPROVAL:

Member & Title	State/ District	Plan Version	Approved Date	Signature	
Stephanie Dedmon, Chief Information Officer (Co-Chair), STS, Department of Finance & Administration	State of Tennessee	V 7.3 / 06-29-23	06-30-23		
Curtis Clan, Chief Information Security Officer (Co-Chair), STS, Department of Finance & Administration	State of Tennessee	V 7.3 / 06-29-23	06-30-23		
The following members attended the TN Cybersecurity Grant Planning Committee meeting on June 29th, 2023; the Committee achieved a voting quorum. At this meeting, the TN Cybersecurity Plan document (V3.1) was reviewed and all members present voted to approve:	Voting Members:			6/29/2023 Meeting Attendance	Cyber Plan V7.3 Approval
	1. Stephanie Dedmon, Chief Information Officer, STS, Department of Finance & Administration			absent	will sign
	2. Curtis Clan, Chief Information Security Officer, STS, Department of Finance & Administration			present	approve
	3. James Cotter, Special Agent, Department of Safety and Homeland Security			present	approve
	4. Alex Pellom, TEMA Chief of Staff			present (joined late)	N/A
	5. Gary Baker, TEMA and State Administrative Agency contact			present	approve
	6. Lauren Lamberth, Attorney General's office			present	approve
	7. Rich Littlehale, Tennessee Bureau of Investigation, CIO			present	approve
	8. Chris Dowell, STS IT Director supporting the Department of Safety and Homeland Security			present	approve
	9. Jason Laney, STS IT Director supporting TEMA/Military			present	approve
	10. John Voss, TEMA Planning Manager			absent	N/A
	11. Vijay Gollapudi, Department of Education CIO			present (joined late)	approve
	12. David Tall, STS Agency CIO supporting Department of Health			present	approve
	13. Randall Lewis, District 1 Primary Committee Member			absent	N/A
	14. Brian Young, District 2 Primary Committee Member			absent	N/A
	15. Brendan Taylor, District 3 Primary Committee Member			present	approve
	16. Mickey Ledbetter, District 4 Primary Committee Member			absent	N/A
	17. Sean Cothron, District 5 Primary Committee Member			present	approve
	18. Josh Carney, District 6 Primary Committee Member			absent	N/A
	19. Skip Burchett, District 7 Primary Committee Member			present	approve
	20. Chaz Morrow, District 8 Primary Committee Member			present	approve
	21. Justin Little, District 9 Primary Committee Member			present	approve
	22. Matt Presson, District 10 Primary Committee Member			present	approve
	23. Shawn McClure, District 11 Primary Committee Member			absent	N/A
	Secondaries/Designees:				
	N/A, District 1 Secondary Committee Member			N/A	N/A
	Rob Ogle, District 2 Secondary Committee Member			present	approve
	Raul Hidalgo, District 3 Secondary Committee Member			present (joined late)	N/A
	Loren Baker, District 4 Secondary Committee Member			present	approve
	Carl Wilson, District 5 Secondary Committee Member			present	approve
N/A, District 6 Secondary Committee Member			N/A	N/A	
Jared Oakes, District 7 Secondary Committee Member			absent	N/A	
Clayton Cross, District 8 Secondary Committee Member			absent	N/A	
Steve Agee, District 9 Secondary Committee Member			absent	N/A	
Brian Taylor, District 10 Secondary Committee Member			absent	N/A	
Tony Fischer, District 11 Secondary Committee Member			absent	N/A	
Aime Nsengiyumva (secondary for Curtis Clan)			present	N/A	

APPENDIX A: SAMPLE CYBERSECURITY PLAN CAPABILITIES ASSESSMENT

*Eligible entities can use the "EVAL" column as a self-assessment tool. Entities with newly initiated programs could use this spreadsheet to track the status of their cybersecurity planning efforts. Similarly, entities with advanced programs could use this worksheet to evaluate their current cybersecurity plan using "Yes, No, Partial, or N/A."]

COMPLETED BY: State of Tennessee Cybersecurity Grant Planning Committee				EVAL*
Cybersecurity Plan Required Element	Brief Description of Current Capabilities of SLTT within the Eligible Entity	Capability Level (Options: Foundational, Fundamental, Intermediary, Advanced)	Applicable Project No. (as provided in Appendix B)	
1. <i>Manage, monitor, and track information systems, applications, and user accounts</i>	State: EDR, Vulnerability scans, GRC tool, AD Logs, SIEM, etc.	Intermediary	2	
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
2. <i>Monitor, audit, and track network traffic and activity</i>	State: SIEM, IDP, ALBERT, web threat intel at state level.	Intermediary	2	
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
3. <i>Enhance the preparation, response, and resiliency of information systems, applications, and user accounts</i>	State: Security Incident and Response Plans (SIRP), Business Impact Assessment (BIA), Disaster Recovery Plans for State Agencies.	Intermediary	1	
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
4. <i>Implement a process of continuous cybersecurity risk factors and threat mitigation. practices prioritized by degree of risk</i>	State: Third party risk assessments (Strategic Control Assessment, Technical Control Assessment) at State Level. Statewide contract established.	Intermediary		
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		

5. Adopt and use best practices and methodologies to enhance cybersecurity (references NIST)				
a. Implement multi-factor authentication	State: MFA for all of O365 Cloud and VPN.	Fundamental		
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
b. Implement enhanced logging	State: Centralized logging in place.	Intermediary		
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
c. Data encryption for data at rest and in transit	State: TLS termination for all presentation tiers as needed and data at rest encryption for storage. Endpoint encryption at rest (ex: Bitlocker).	Intermediary		
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
d. End use of unsupported/end of life software and hardware that are accessible from the Internet	State: Guidance through Enterprise Security Policy and tracked and mitigated through Governance Risk and Compliance (GRC) tool.	Intermediary		
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
e. Prohibit use of known/fixed/default passwords and credentials	State: Prohibited through Enterprise Information Security Policy.	Intermediary		
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		

f. <i>Ensure the ability to reconstitute systems (backups)</i>	State: Daily, Weekly, Monthly backups tested regularly in addition to disaster recovery tests.	Advanced		
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
g. <i>Migration to the .gov internet domain</i>	State: Multiple state websites remaining that need to be addressed.	Fundamental		
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
6. <i>Promote the delivery of safe, recognizable, and trustworthy online services, including using the .gov internet domain</i>	State: Majority of State agency websites are leveraging tn.gov naming conventions. Small percentage that still needs to be addressed. Standards committee on software use.	Fundamental		
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
7. <i>Ensure continuity of operations including by conducting exercises</i>	State: Multiple security incident and Disaster Recovery exercises performed yearly. Both functional and tabletops.	Intermediary		
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
8. <i>Identify and mitigate any gaps in the cybersecurity workforces, enhance recruitment and retention efforts, and bolster the knowledge, skills, and abilities of personnel (reference to NICE Workforce Framework for Cybersecurity)</i>	State: Established Cybersecurity Advisory Council and worked with National Governor's Association to develop strategic action plan to address cyber workforce.	Foundational	1, 3	
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		

9. <i>Ensure continuity of communications and data networks in the event of an incident involving communications or data networks</i>	State: State data network and data centers including internet access are built with high availability and disaster recovery features for automatic failover. DDOS protection in place.	Advanced		
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
10. <i>Assess and mitigate, to the greatest degree possible, cybersecurity risks and cybersecurity threats relating to critical infrastructure and key resources, the degradation of which may impact the performance of information systems within the jurisdiction of the eligible entity</i>	State: STS receives Intel from multiple entities such as CISA, MS-ISAC, vender community and our own tools. Run a central managed security program which includes a 24/7 security operations center which runs an intrusion detection/prevention tool (IDP), security information event management (SIEM), firewalls, Web Application Firewalls (WAF), Endpoint Detection and Response (EDR), security email gateway, internet content filtering, DMARK, DNSSEC, DDOS protection, weekly vulnerability scans, dark web scanning intel, central management of workstations, network segmentation, central logging, and forensics.	Intermediary	2, 3	
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
11. <i>Enhance capabilities to share cyber threat indicators and related information between the eligible entity and the Department</i>	State: Created http://cybersafetn.gov site for information sharing to the public. STS has multiple ways to communicate information. Receives intel from CISA and MS-ISAC and share that to the Information Technology community via an email listserv. Also conduct monthly group meetings where key cybersecurity information is shared with a wider state audience. The Information Technology Executive Committee (ITEC) meets monthly. This group consists of all the State	Intermediary		

	information technology directors and agency Chief Information Officers. The Information Technology Professional Association (ITPA) is a much larger group as it includes all IT professionals statewide. STS has a dedicated Vulnerability Management Team (VMT) that scans all the systems for CVEs and imports those findings into our governance risk and compliance tool (GRC). The VMT has weekly meetings with the agency staff to go over the findings and remediation plans and answer any questions they may have. Not patching is not an option; everyone must stay in compliance with the Enterprise Information Security Policy (EISP). There is also the Governor's Cybersecurity Advisory Council where we discuss cyber events. This Council has an active TEAMS channel that was created for members and stakeholders to share pertinent cyber information quickly as needed. We are in the process of sending communications out to TN Local entities through a new email campaign (current focus is NCSR assessments).			
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
12. Leverage cybersecurity services offered by the Department	State: Looking to add services managed at the State level that Local entities can leverage, such as endpoint protection and training. Statewide contracts can be leveraged by local entities as well (current ex: cyber awareness training and security consulting services).	Fundamental	1, 2	

	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
<i>13. Implement an information technology and operational technology modernization cybersecurity review process that ensures alignment between information technology and operational technology cybersecurity objectives</i>	State: All State agencies submit an Information System Plan (ISP) which defines their three-year strategic Information Technology roadmap. This covers their modernization efforts. There is a lot of pressure and support to get away from legacy systems such as mainframe and other systems that are going out of support. At the State, we do our best to keep up with modern technology architecture with advanced security capabilities such as cloud services. To ensure that information security is an integral part of information systems throughout their life cycle. This includes application infrastructure, vendor applications, agency-developed, and user-developed applications and information systems which provide services over public networks or the State's internal network. Security requirements should be identified and documented as part of the overall business case for new information systems and for enhancement to existing information systems and should be included early and continuously throughout the lifecycle of the application, including, but not limited to the conception, design, development, testing, implementation, maintenance, and disposal phases.	Fundamental	3	
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
<i>14. Develop and coordinate strategies to address</i>	State: Dedicated Vulnerability Management Team (VMT) that scans all the systems for CVEs and imports those findings into our	Advanced		

<i>cybersecurity risks and cybersecurity threats</i>	governance risk and compliance tool (GRC). The VMT has weekly meetings with the agency staff to go over the findings and remediation plans and answer any questions.			
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
<i>15. Ensure rural communities have adequate access to, and participation in plan activities</i>	State: Ensure the pathway for rural communities to leverage their regional representative for the cybersecurity grant funds. Ensure rural entities participate in the NCSR.	Foundational	1, 3	
	Local: Incomplete/varying implementation levels across the totality of TN Local Government entities.	Foundational – level varies across entities		
<i>16. Distribute funds, items, services, capabilities, or activities to local governments</i>	State SSA and TN Cybersecurity Grant Planning Committee to manage SLCGP in TN.	Foundational	1, 16	

APPENDIX B: PROJECT SUMMARY WORKSHEET

Purpose: The **Project Summary Worksheet** is a list of cybersecurity projects that the entity plans to complete to develop or improve any needed cybersecurity capabilities identified in **Appendix A: Sample Cybersecurity Plan Capabilities Assessment**.

1. Rank	2. Project Name	3. Project Description	4. Alignment	5. Estimated Cost	6. Status (options: Future, Ongoing, Complete)	7. Priority (options: High, Medium, Low)	8. Type (options: Plan, Organize, Equip, Train, Exercise)
1	<u>Cybersecurity Training</u>	Enhance cybersecurity understanding statewide by providing cybersecurity awareness training service/solution to government employees of qualified State and Local organizations.	Objective 4 Elements 3, 8, 12, 15, 16	\$500,000.00	Ongoing	High	Train
2	<u>Cybersecurity Detection and Response</u>	Enhance cybersecurity detection and response efforts statewide by providing Endpoint Detection and Response (EDR) service/solution to qualified State and Local organizations.	Objectives 1, 3 Elements 1, 2, 3, 10, 12	\$3,000,000.00	Future	High	Equip
3	<u>Formalized Planning and Organization</u>	Develop formalized committee to approve and fund gaps/needs identified in the statewide NCSR assessments for TN during FY23-FY24.	Objective 2 Elements 8, 10, 13, 15, 16	\$1,167,098.00	Ongoing	High	Organize

APPENDIX C: ENTITY METRICS

The below table reflects the goals and objectives that the Tennessee Cybersecurity Grant Planning Committee has established.

Tennessee Cybersecurity Plan Metrics			
Planning Goal	Plan Objectives	Associated Metrics	Metric Description <i>(details, source, frequency)</i>
1. The State of Tennessee has an approved Cybersecurity Plan that meets the SLCGP requirements as defined in the NOFO	1.1 Draft TN Cybersecurity Plan	Drafted Plan	Planning Committee Co-Chairs confirms draft Plan document is saved in repository
	1.2 TN Cybersecurity Grant Planning Committee Approves Plan	Signed Letter by Planning Committee Co-Chairs	Committee Meeting Recordings are saved in repository and available for sharing upon request.
	1.3 Submit Plan to CISA	Confirmation of Receipt	Email from CISA
	1.4 CISA Approval for Plan	Statement of Approval	Email from CISA
2. Receive funding from SLCGP	2.1 Funding received to execute approved projects	Receipt of funds	Accept and expend approval from State CIO and TN Cybersecurity Grant Planning Committee
3. Execute procurement process for each approved project where applicable.	3.1 Execute approved projects	Projects are invoiced and paid	Financial Reporting via SAA
	3.2 Close approved projects	Projects are terminated or renewed as applicable.	Financial Reporting via SAA

Tennessee Cybersecurity Plan Metrics			
Planning Goal	Plan Objectives	Associated Metrics	Metric Description <i>(details, source, frequency)</i>
4. Process services for Local entities and rural areas that apply and receive Planning Committee approval.	4.1 Enroll approved Local entities in applicable services	Number of entities enrolled in each approved project	Financial Reporting via SAA
5. Review, revise and update Tennessee Cybersecurity Plan for next FY as required.	5.1 Repeat objectives for Goal 1 for subsequent FY	See metrics for Goal 1 for subsequent FY	See metric descriptions for Goal 1 for subsequent FY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO 23-101 – A RESOLUTION TO DELETE SMILEFARM LLC PERSONAL PROPERTY TAX FROM 2023 TAX ROLL.

RECOMMENDATION: Approve Resolution NO. 23-101.

INFORMATION: The City Recorder is presenting to Council for consideration a resolution to delete personal property tax bill 2023-17998 for Smilefarm LLC, located at 981 Industrial Park Rd. Smilefarm LLC has a Payment in Lieu of Tax agreement with the City of Columbia Industrial Development Board which only requires them to pay 60% of total assessed on said personal property.

RESOLUTION

WHEREAS, the City of Columbia has on its tax roll the Personal Property for Smilefarm, LLC which also has a Payment in Lieu of Taxes agreement with the City of Columbia Industrial Development Board, which only requires them to pay tax at 60% of total assessed on said personal property; and

WHEREAS, the City of Columbia desires to correct the roll by removing said account wherein property is under Payment in Lieu of Taxes agreement with the City of Columbia Industrial Development Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the tax roll of the City of Columbia is hereby corrected by deleting the Personal Property tax amount for Smilefarm LLC which is attached hereby as Tax Bill 2023-17998.

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 YEAR: 2023

**Thad Jablonski, City Recorder
City of Columbia
700 N. Garden St
Columbia, TN 38401**

TAX BILL

Receipt Number: 17998

Smilefarm, Llc
414 Union St, Ste 800
Nashville TN 37219



Property Address: 981 Industrial Park Rd

SubDivision: Block: Lot:

PARCEL NUMBER: 01-089- -089- - -009.01-P -008

**TAXES ARE DUE AND PAYABLE
WITHOUT INTEREST**

FROM: 11/01/2023
THRU: 12/15/2023

ACRES/UNITS: 0.0000
CLASSIFICATION: Commercial
CITY CODE: 156 Columbia
ADDITIONAL DESC:

2023 PROPERTY TAX INFORMATION

APPRAISAL	\$5,363,794.00
ASSESSMENT @ 30.00%	\$1,609,138.00
TAX RATE PER \$100 OF ASSESSMENT	0.8251

CURRENT TAXES:	\$13,277.00
INTEREST:	\$0.00
TOTAL DUE:	\$13,277.00

Important: When paying property taxes in person, please bring this notice with you. If you mail your property tax payment, please write the receipt number on your check.

If you sold this property after January 1 and the new owner has assumed the responsibility for payment the taxes, please forward this notice to the new owner.

If your taxes are paid by a mortgage company, please forward this notice to them.

PROPERTY TAX RELIEF PROGRAM

State law provides for property tax relief to low-income homeowners age 65 or over, certain homeowners who are permanently and totally disabled, and certain disabled veterans. If you believe you may qualify for this relief, you may contact your City Recorder's office for details. Applications for property tax relief must be filed no later than 35 days after the delinquency date for your city.

DELINQUENT TAXES

Interest will be added to any delinquent taxes at a rate of 1% per month. Some cities may by charter have different rates.

Please retain this portion for your tax records.

Tear at line above
Please Return This Portion With Payment



Make checks payable to: **City of Columbia**

TAX YEAR: 2023

RECEIPT NUMBER: 17998

Smilefarm, Llc

981 Industrial Park Rd

CURRENT TAXES:	\$13,277.00
INTEREST:	\$0.00
TOTAL DUE:	\$13,277.00





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. 23-103 - A RESOLUTION RATIFYING THE ACCEPTANCE OF DONATIONS VALUED AT APPROXIMATELY ONE THOUSAND DOLLARS (\$1,000) FROM MR. AND MRS. TONY AND CONNIE MASSEY TO THE CITY OF COLUMBIA FOR THE CITY OF COLUMBIA ANNUAL EMPLOYEE CHRISTMAS PARTY

RECOMMENDATION: Approve Resolution No. 23-103.

INFORMATION: Finance is requesting that the City Council ratify the acceptance of donated items valued at approximately \$1,000 by Mr. and Mrs. Tony and Connie Massey. The intent of the donated items were for the express use as door prizes at the City Employee Christmas Party to show appreciation for the City of Columbia employees.

ATTACHMENTS: Resolution No. 23-103.

**A RESOLUTION RATIFYING THE ACCEPTANCE OF DONATIONS VALUED AT
APPROXIMATELY ONE THOUSAND DOLLARS (\$1,000) FROM MR. AND MRS.
TONY AND CONNIE MASSEY TO THE CITY OF COLUMBIA FOR THE CITY OF
COLUMBIA ANNUAL EMPLOYEE CHRISTMAS PARTY**

WHEREAS, Mr. and Mrs. Tony and Connie Massey have offered to make a donation as an expression of appreciation for City of Columbia employees; and

WHEREAS, the City of Columbia would like to ratify the acceptance of said donation for the express purpose of door prizes for the City of Columbia Annual Employee Christmas Party; and

WHEREAS, the total items donated were valued at approximately One Thousand Dollars (\$1,000).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby endorse the efforts of Mr. and Mrs. Massey by ratifying the acceptance of said donations.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of December, 2023.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 23-104 – A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN HOMESTEAD AT CARTER’S STATION SUBDIVISION, SECTION 4, PHASE 1A, 1B, 2 AND 3 FOR OWNERSHIP AND MAINTENANCE

RECOMMENDATION: Approve Resolution No. 23-104.

INFORMATION: This Resolution refers to acceptance of streets and drainage improvements in Homestead at Carter’s Station, Section 4, Phase 1A, 1B, 2 and 3, 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. 23-104, Homestead at Carter’s Station, Section 4, Phase 1A, 1B, 2 and 3, Final Acceptance Requests and Final Plat

**A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE
IMPROVEMENTS IN HOMESTEAD AT CARTER'S STATION SUBDIVISION,
SECTION 4, PHASE 1A, 1B, 2 AND 3 FOR OWNERSHIP AND MAINTENANCE**

WHEREAS, The City of Columbia, has been requested to accept the streets and drainage improvements in Homestead at Carter's Station, Section 4, Phase 1A, 1B, 2 and 3 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 Homestead at Carter's Station, Section 4, Phase 1A, 1B, 2 and 3, 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 Homestead at Carter's Station, Section 4, Phase 1A, 1B, 2 and 3.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of December, 2023.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY



CARTER'S STATION
REDISCOVERED

October 3, 2023

Mr. Glenn Harper
City Engineer
City of Columbia
700 North Garden St
Columbia, TN 38401

Re: Homestead at Carter's Station, Section 4, Phase 1A, request for final acceptance

Glenn:

This letter is a request to process final acceptance of the public improvements and release of the letter of credit for Homestead at Carter's Station, Section 4, Phase 1A.

Please advise.

Sincerely,

Scott Davis
Land Development Manager

cc: G. Nelson Crowe, II
Tyler L. Ring
Scott Bagwell



CARTER'S STATION
REDISCOVERED

October 3, 2023

Mr. Glenn Harper
City Engineer
City of Columbia
700 North Garden St
Columbia, TN 38401

Re: Homestead at Carter's Station, Section 4, Phase 1B, request for final acceptance

Glenn:

This letter is a request to process final acceptance of the public improvements and release of the letter of credit for Homestead at Carter's Station, Section 4, Phase 1B.

Please advise.

Sincerely,

Scott Davis
Land Development Manager

cc: G. Nelson Crowe, II
Tyler L. Ring
Scott Bagwell



CARTER'S STATION
REDISCOVERED

October 3, 2023

Mr. Glenn Harper
City Engineer
City of Columbia
700 North Garden St
Columbia, TN 38401

Re: Homestead at Carter's Station, Section 4, Phase 2, request for final acceptance

Glenn:

This letter is a request to process final acceptance of the public improvements and release of the letter of credit for Homestead at Carter's Station, Section 4, Phase 2.

Please advise.

Sincerely,

Scott Davis
Land Development Manager

cc: G. Nelson Crowe, II
Tyler L. Ring
Scott Bagwell



CARTER'S STATION
REDISCOVERED

October 3, 2023

Mr. Glenn Harper
City Engineer
City of Columbia
700 North Garden St
Columbia, TN 38401

Re: Homestead at Carter's Station, Section 4, Phase 3, request for final acceptance

Glenn:

This letter is a request to process final acceptance of the public improvements and release of the letter of credit for Homestead at Carter's Station, Section 4, Phase 3.

Please advise.

Sincerely,

Scott Davis
Land Development Manager

cc: G. Nelson Crowe, II
Tyler L. Ring
Scott Bagwell

TN GRID NORTH

CURV	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	42.40	540.00	42°29'57"	S 76°48'24" E	42.39
C2	53.63	540.00	54°12'24"	S 81°52'05" E	53.60
C3	55.39	540.00	55°52'39"	S 87°39'06" E	55.37
C4	56.27	540.00	56°58'53"	N 86°29'08" E	56.35
C5	58.07	540.00	6°09'40"	N 80°20'52" E	58.04
C6	67.55	540.00	7°10'01"	N 75°41'02" E	67.50
C7	83.87	130.00	38°57'56"	N 85°34'59" E	82.42
C8	41.99	25.00	98°14'18"	N 31°17'48" W	37.23
C9	37.39	25.00	85°41'10"	N 59°39'55" E	34.00
C10	39.27	25.00	90°00'00"	S 28°10'40" W	35.36
C11	39.27	25.00	90°00'00"	S 61°49'20" W	35.36
C12	32.37	140.00	13°14'48"	S 25°28'44" W	32.30
C13	48.37	140.00	19°47'37"	S 39°57'57" W	48.13
C14	48.37	140.00	19°47'37"	S 59°45'35" W	48.13
C15	48.37	140.00	19°47'37"	S 79°33'12" W	48.13
C16	23.26	140.00	9°31'10"	N 85°47'24" W	23.23
C17	21.14	710.00	1°42'23"	N 80°10'38" W	21.14
C18	54.00	710.00	4°21'28"	N 77°08'43" W	53.99
C19	5.49	710.00	0°26'34"	N 74°44'42" W	5.49
C20	51.83	660.00	4°29'57"	S 76°48'24" E	51.81
C21	23.12	660.00	2°00'27"	S 80°01'36" E	23.12
C22	129.04	90.00	18°08'50"	N 5°53'45" E	118.27

LOT	SQ FEET	ACRE
307	7962	0.18
308	6762	0.16
309	6602	0.15
310	6601	0.15
311	6601	0.15
312	8418	0.19
313	10629	0.24
314	14603	0.34
315	9951	0.23
316	8188	0.19
317	6624	0.15
318	6616	0.15
319	6601	0.15
320	6676	0.15
321	6968	0.16
322	6887	0.16
323	7123	0.16
324	8399	0.19
329	6687	0.16
340	6600	0.15
341	6600	0.15
342	6791	0.16
343	6697	0.15
344	6811	0.16
345	7322	0.17
346	8165	0.19
347	12089	0.28
348	10481	0.24

Owner:
FP TCI CCS, LLC.
135 Hampton Pl.
Nashville, TN 37215

Purpose of this plat:
The purpose of this plat is to
create 28 single family lots.

Certificate of Ownership and Dedication

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R2403, page 319, Maury County Register's Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date: 6/25, 2018

Title (FP TCI CCS, LLC)

Certificate of Survey Accuracy

I (we) hereby certify that to the best of my (our) knowledge and belief that this is a true and accurate survey of the property shown hereon; that this is a Class "1" Land Survey as defined in Title 62, Chapter 16, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

Date: 6/22, 2018

Registered Land Surveyor

Number: 2290

Certificate of Approval of Water System

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled "Section 4, Phase 1A Homestead at Carter's Station" has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date: 6/25, 2018

Superintendent, Columbia Water System

Certificate of Approval of Streets, Drainage, and Utilities

I hereby certify that the streets, drainage, and utilities designated in Section 4, Phase 1A Homestead at Carter's Station Subdivision have been installed in accordance with City specifications, or a performance bond in the amount of \$129,000 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

Date: 6/28, 2018

City Engineer, Columbia, Tennessee

Certificate of Approval for Recording

I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations, with the exceptions of such variances, if any, as noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.

Secretary Planning Commission

Columbia, Tennessee

Certificate of Approval of Subdivision Name and Street Names

Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County,

Date: 6/25, 2018

Maury County E-911

Certificate of Approval for Sewer System

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date: 6/25, 2018

Superintendent, Columbia Wastewater System

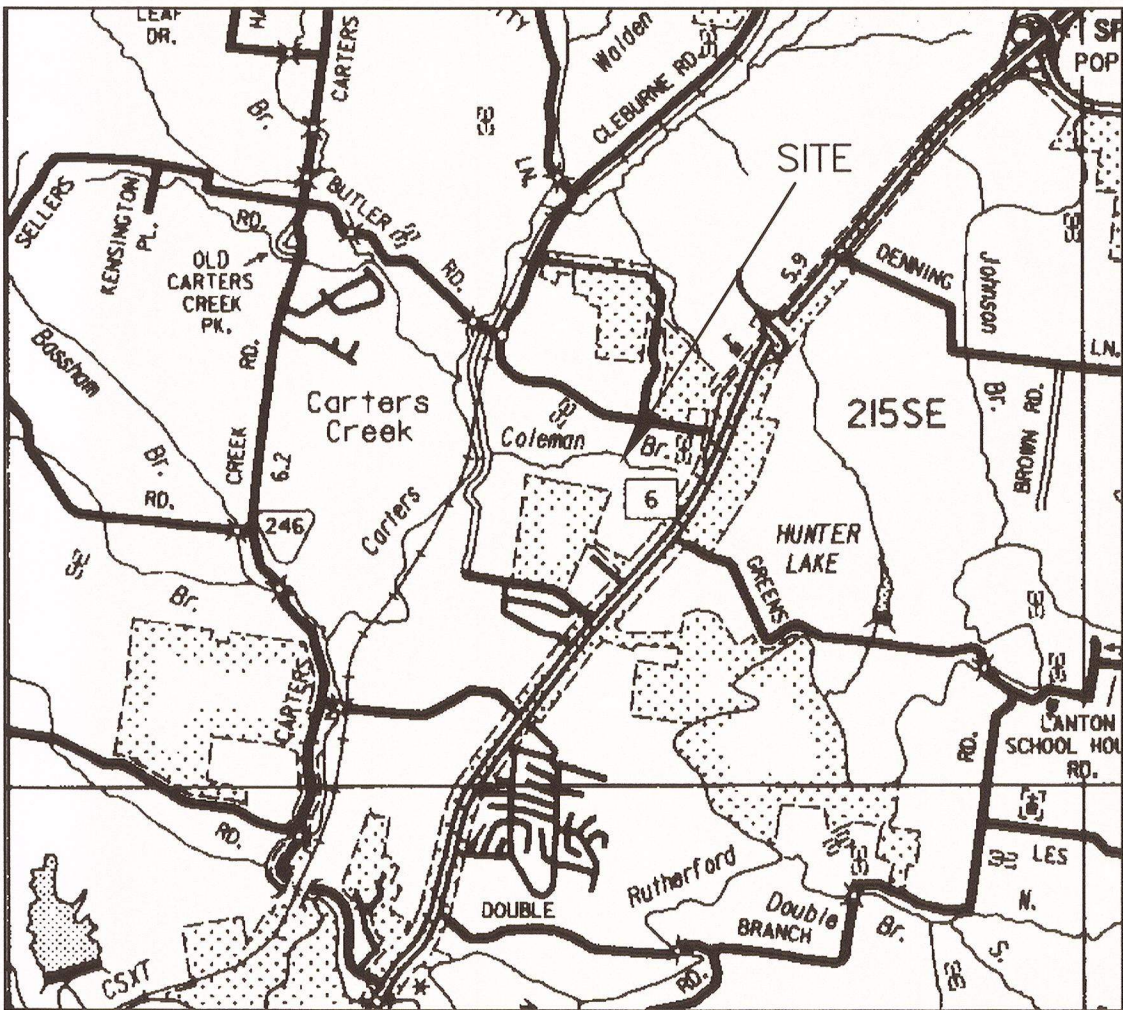
Certificate of Compliance

I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations and other adopted ordinances and policies.

Date: 6/28/2018

City Engineer, Columbia, Tennessee

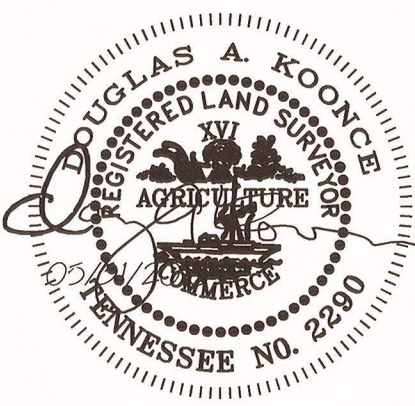
LOCATION MAP



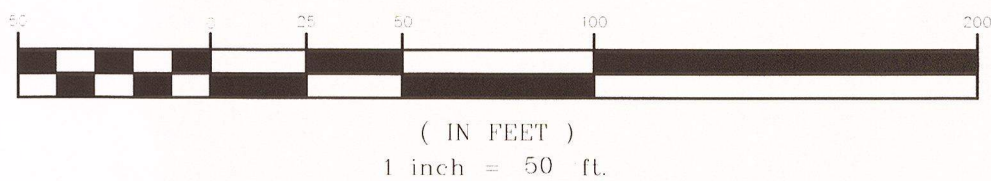
NOT TO SCALE

Surveyor's Notes

- The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use, location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulations as interpreted and regulated by the Department of Development Services.
- This property currently identified as a portion of Tax Map No. 41 Parcel Number 15.00.
- Deed reference: Record Book R2368, page 448, Register's Office of Maury County, Tennessee.
- Bearings based on: Tennessee State Plane, as determined by GPS observation.
- This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
- This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
- Total area of property surveyed is 6.98 acres.
- Subject property does not lie in a FEMA/FIRM "Special Flood Hazard Area" as shown on Map 4719C0180E dated April 16, 2007.
- New right-of-way dedication: 1.71 acres.
- Unless otherwise noted, all lot corners are marked with iron rods.



GRAPHIC SCALE



MARTIN ENGINEERING & SURVEYING, LLC

5226 Main Street, Suite C-3
Spring Hill, TN 37174

615.540.8530

doug@martinengr.com

06/29/2018 - 09:07 AM
18009301
1 PGS-AL-PLAT
SUSIE BATCH: 201666
PLAT BOOK: P21
PAGE: 424
REC FEE 16.00
DP FEE 2.00
TOTAL 17.00
STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

Final Plat - Section 4, Phase 1A
Homestead at Carter's Station
City of Columbia - Third Civil District - Maury County, Tennessee
A portion of Tax Map 41, Parcel 15.00
Containing 6.98 acres
Zoned RS-6

Date: May 31, 2018

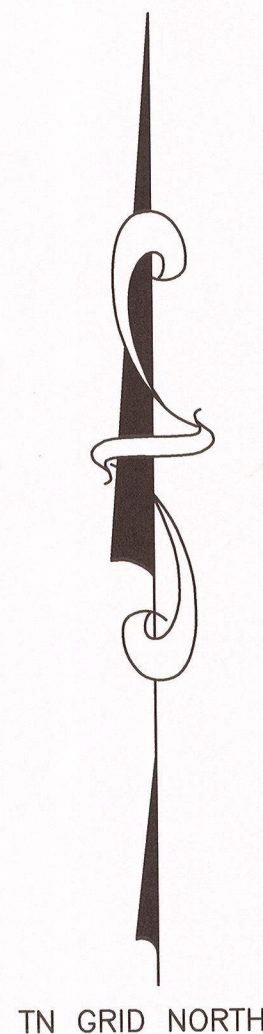
Scale: 1"=50'

Drawn by: DAK

Job number: 1665

Revised:

Sheet 1 of 1

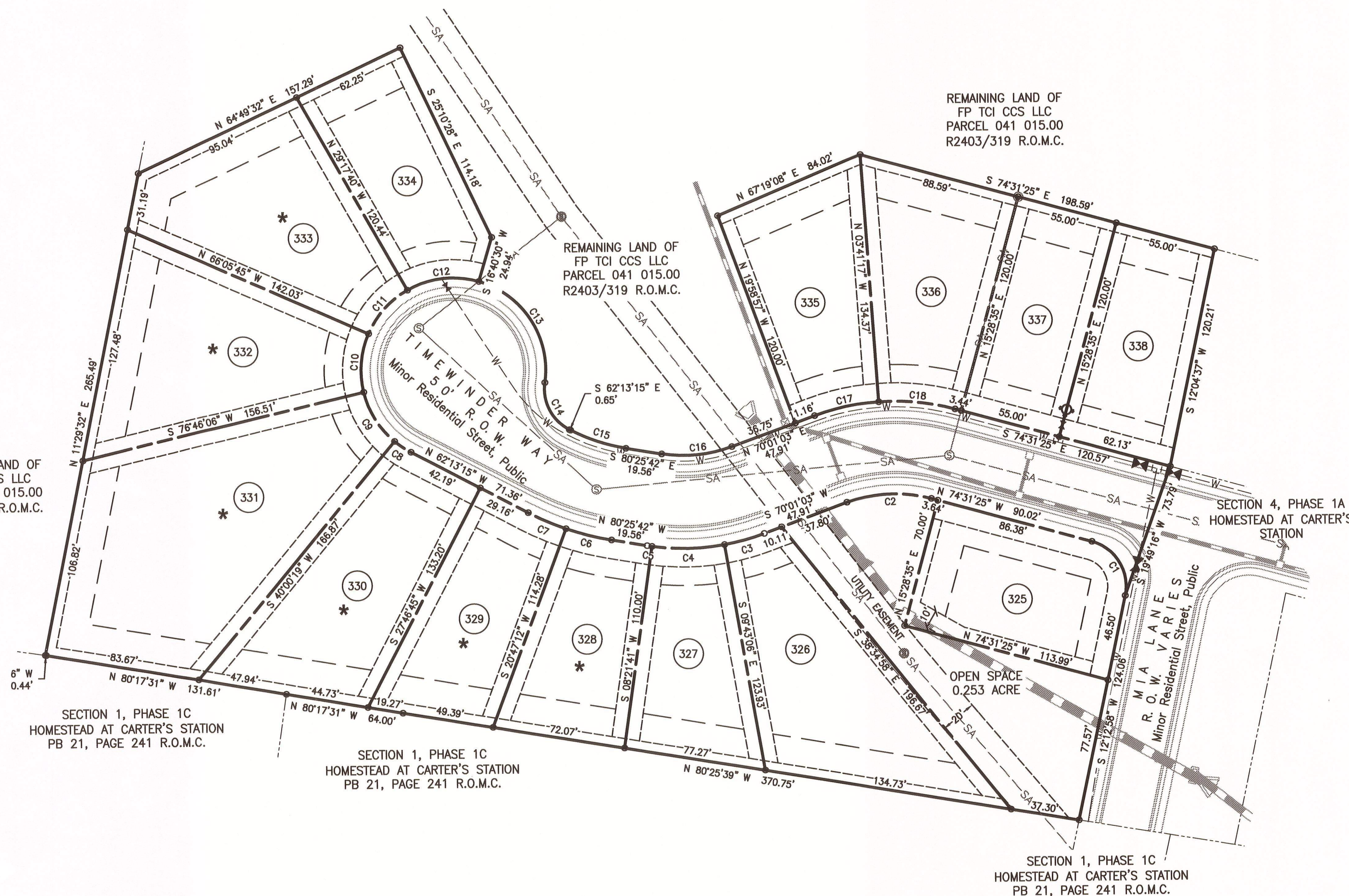


TN GRID NORTH

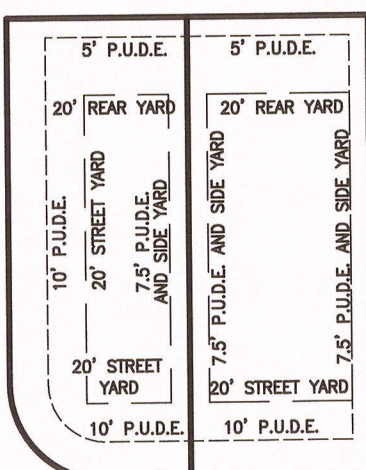
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	37.85	25.00	86.44°24'	N 31°00'14" W	14.34
C2	46.42	75.00	39°27'31"	S 87°44'49" W	45.68
C3	22.39	125.00	10°15'50"	S 75°08'58" W	22.36
C4	39.44	125.00	18°04'47"	S 89°19'17" W	39.28
C5	2.64	125.00	1°12'38"	N 81°02'01" W	2.64
C6	28.43	150.00	9°42'55"	N 75°34'15" W	28.40
C7	22.23	150.00	8°29'32"	N 66°28'01" W	22.21
C8	10.67	50.00	12°13'34"	N 56°08'28" W	10.63
C9	32.08	50.00	36°45'47"	N 31°36'48" W	31.53
C10	32.23	50.00	36°58'14"	N 05°14'13" E	31.68
C11	32.29	50.00	37°00'00"	N 42°12'20" E	31.73
C12	40.12	50.00	45°58'10"	N 83°41'25" E	39.05
C13	71.24	50.00	81°37'58"	S 32°30'50" E	65.36
C14	30.77	25.00	70°31'44"	S 26°57'23" E	28.87
C15	31.78	100.00	18°12'27"	S 71°19'28" E	31.64
C16	38.69	75.00	22°53'15"	N 84°17'41" E	38.58
C17	35.55	125.00	16°17'40"	N 78°09'53" E	35.43
C18	41.61	125.00	19°09'52"	S 84°06'21" E	41.62

LOT	SQ FEET	ACRE
325	7722	0.18
326	10818	0.25
327	6612	0.15
328	6616	0.15
329	7237	0.17
330	10167	0.23
331	17089	0.39
332	11137	0.26
333	10209	0.23
334	7142	0.16
335	8054	0.18
336	8230	0.19
337	6600	0.15
338	7028	0.16

REMAINING LAND OF
FP TCI CCS LLC
PARCEL 041 015.00
R2403/319 R.O.M.C.



* Denotes Critical Lot - Prior to application for a building permit on a lot designated as critical, a plan shall be submitted to the Engineering Department for approval (Section 4-2.4 City of Columbia Subdivision Regulations).



TYPICAL LOT CONFIGURATION
P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

LEGEND

These standard symbols will be found in the drawing.

	STORM SEWER LINE
	SANITARY SEWER LINE
	WATERLINE
	BUILDING SETBACK
	EASEMENT
	PROPERTY LINE
	IRON ROD (SET)

Owner:
FP TCI CCS, LLC.
135 Hampton Pl.
Nashville, TN 37215

Purpose of this plat:
The purpose of this plat is to
create 14 single family lots.

Certificate of Ownership and Dedication

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R2403, page 319, Maury County Register's Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date 6/22/2018 Owner
Title: FP TCI CCS, LLC

Certificate of Survey Accuracy

I (we) hereby certify that to the best of my (our) knowledge and belief that this is a true and accurate survey of the property shown hereon; that this is a Class "T" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.
Date 6/22/2018 Registered Land Surveyor Number 2290

Certificate of Approval of Water System

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled "Section 4, Phase 1B Homestead at Carter's Station" has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date 6/25/2018 Superintendent, Columbia Water System

Certificate of Approval of Streets, Drainage, and Utilities

I hereby certify that the streets, drainage, and utilities designated in Section 4, Phase 1B Homestead at Carter's Station Subdivision have been installed in accordance with City specifications, or a performance bond in the amount of \$120,000 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

Date 6/28/2018 City Engineer, Columbia, Tennessee

Certificate of Approval for Recording

I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations, with the exceptions of such variances, if any, as noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.

Date 6/28/2018 Secretary, Planning Commission Columbia, Tennessee

Certificate of Approval of Subdivision Name and Street Names

Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County,

Date 6/25/2018 Maury County E-911

Certificate of Approval for Sewer System

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date 6/25/2018 Superintendent, Columbia Wastewater System

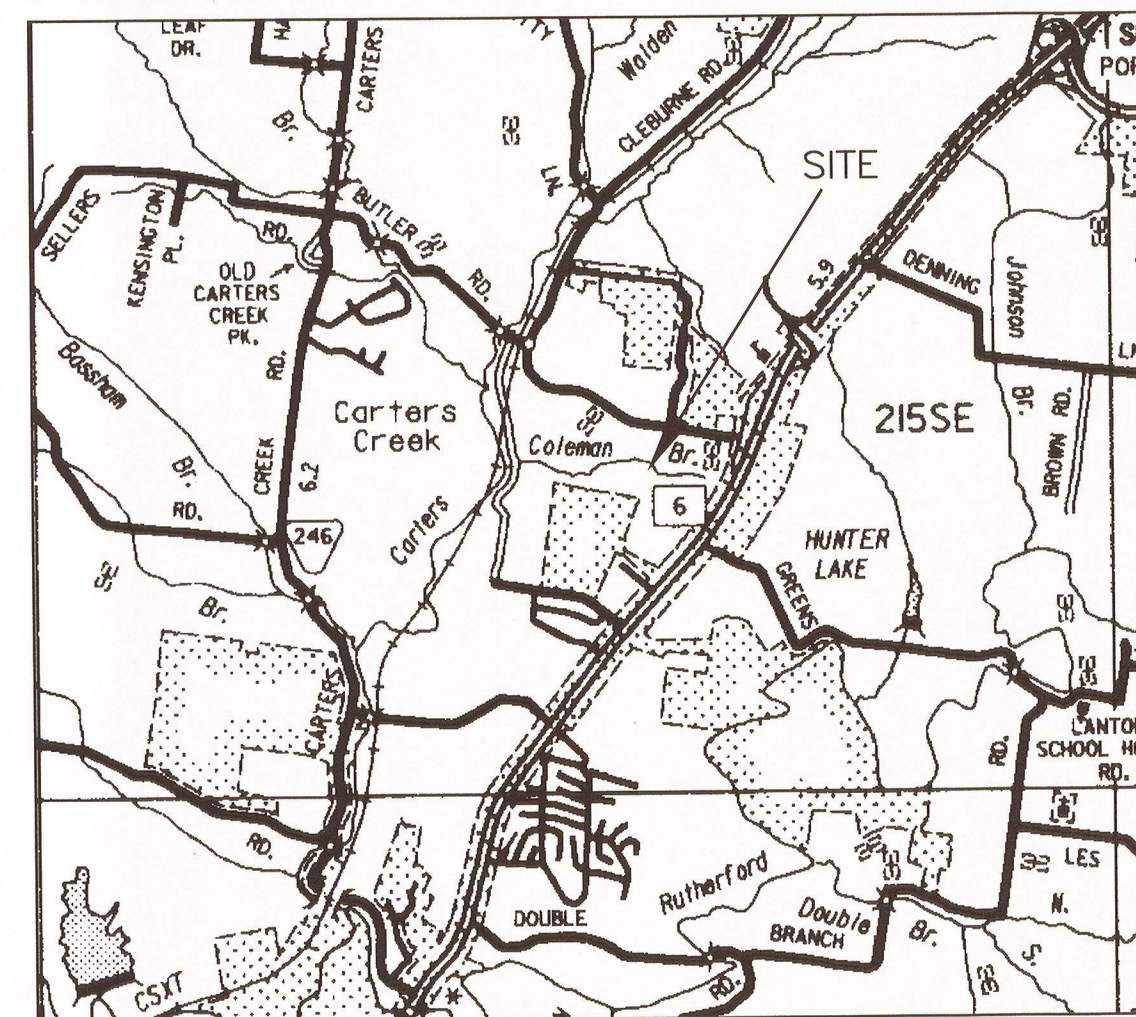
Certificate of Compliance

I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations and other adopted ordinances and policies.

Date 6/28/2018 City Engineer, Columbia, Tennessee

Stormwater appurtenances as depicted on this Final Plat shall be maintained as directed in the "Inspection and Maintenance Agreement of Private Stormwater Management Facilities" as recorded in Record Book R2462, page 1471 in the Register's Office of Maury County, Tennessee.

LOCATION MAP



NOT TO SCALE

Surveyor's Notes

1. The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use, location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulations as interpreted and regulated by the Department of Development Services.

2. This property currently identified as a portion of Tax Map No. 41 Parcel Number 15.00.

3. Deed reference: Record Book R2368, page 448, Register's Office of Maury County, Tennessee.

4. Bearings based on: Tennessee State Plane, as determined by GPS observation.

5. This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.

6. This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.

7. Total area of property surveyed is 3.73 acres.

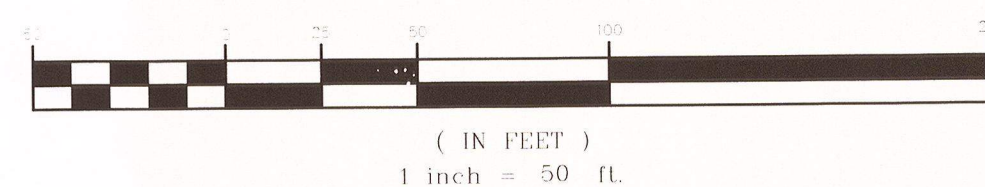
8. Subject property does not lie in a FEMA/FIRM "Special Flood Hazard Area" as shown on Map 47119C0180E dated April 16, 2007.

9. New right-of-way dedication: 0.61 acre.

10. Unless otherwise noted, all lot corners are marked with iron rods.



GRAPHIC SCALE



MARTIN ENGINEERING & SURVEYING, LLC

5226 Main Street, Suite C-3
Spring Hill, TN 37174
615.540.8530
doug@martinengrg.com

06/29/2018 - 09:07 AM
18009302
1 PGS:AL-PLAT
SUSIE BATCH: 201666
PLAT BOOK: P21
PAGE: 425
REC FEE 16.00
DP FEE 2.00
TOTAL 17.00
STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

Final Plat - Section 4, Phase 1B
Homestead at Carter's Station
City of Columbia - Third Civil District - Maury County, Tennessee
A portion of Tax Map 41, Parcel 15.00
Containing 3.73 acres
Zoned RS-6

Date	May 31, 2018	Scale	1"=50'
Drawn by	DAK		
Job number	1665	Revised	
Sheet 1 of 1			

PURPOSE NOTE

THE PURPOSE OF THIS PLAT IS TO CREATE 27 SINGLE FAMILY LOTS.

SURVEYOR'S NOTES

1. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE CITY OF COLUMBIA, MAURY COUNTY, TN. ALL MATTERS PERTAINING TO CONSTRUCTION, USE, LOCATION OF IMPROVEMENTS, SIGNAGE, PARKING, NOISE, VIBRATION, EMISSIONS, FIRE HAZARDS, RADIATION, ILLUMINATION, SETBACK PROVISIONS, ETC. ARE SUBJECT TO THE CITY OF COLUMBIA'S ZONING REGULATIONS AS INTERPRETED AND REGULATED BY THE DEPARTMENT OF DEVELOPMENT SERVICES.
2. SUBJECT PROPERTY IS A PORTION OF PARCEL 15.00 AS SHOWN ON MAURY COUNTY TAX MAP 41.
3. DEED REFERENCE: RECORD BOOK R2370, PAGE 1470, REGISTER'S OFFICE OF MAURY COUNTY, TN.
4. THE HORIZONTAL LOCATION DATA SHOWN ON THIS SURVEY WAS GATHERED USING STANDARD RADIAL SURVEYING TECHNIQUES WITH AN ELECTRONIC TOTAL STATION AND DATA COLLECTOR AND IS BASED UPON A POSITIONAL SOLUTION DERIVED FROM GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS USING THE TDOT NETWORK. TENNESSEE STATE PLANE COORDINATE SYSTEM, ZONE 5301, FIPSZONE 4100; NAD83.
5. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES. ABOVE, GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPREHEND ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. TENNESSEE ONE CALL 1-800-351-1111 OR 1-615-366-1987.
6. THIS SURVEYOR HAS NOT BEEN FURNISHED WITH A TITLE REPORT, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.
7. TOTAL AREA OF THE PROPERTY SURVEYED IS 6.00 ACRES±.
8. THE SUBJECT PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE "X" (UNSHADDED). ON FEMA/FIRM MAP # 471190D180E, (EFFECTIVE APRIL 16, 2007), AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR MAURY COUNTY, TENNESSEE.
9. NEW RIGHT-OF-WAY DEDICATION: 1.09 ACRES±.
10. ZONED: RS-10 PUD
11. UNLESS OTHERWISE NOTED, ALL LOT CORNERS ARE MARKED WITH SET IRON RODS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) do hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book R2370, Page 1470, Maury County Register's Office, Tennessee, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

[Signature] O-MANAGER Date *6/18/19*

[Signature] O-MANAGER Date *6/18/19*

Declarer (FF TO CCS, LLC) Title Date

CERTIFICATE OF APPROVAL OF WATER SYSTEM

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled "Homestead at Carter's Station - Section 4, Phase 2" has/have been installed in accordance with current local and state government requirements, or a sufficient bond or surety has been filed to guarantee said installation.

[Signature] Date *6/18/2019*

Superintendent, Columbia Water System Date

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, AND UTILITIES

I hereby certify that the streets, drainage, and utilities at "Homestead at Carter's Station Subdivision - Section 4, Phase 2" have been installed in accordance with City specifications, or a performance bond in the amount of \$121,000, for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

[Signature] Date *6/21/19*

City Engineer, Columbia, Tennessee Date

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations, with the exceptions of such variances, if any, as noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.

[Signature] Date *6/20/19*

Secretary, Planning Commission Date

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

[Signature] Date *6-18-19*

Maury County E-911 Date

CERTIFICATE OF APPROVAL FOR SEWER SYSTEM

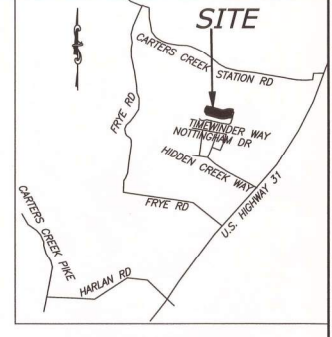
I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with current local and state government requirements, or a sufficient bond or surety has been filed to guarantee said installation.

[Signature] Date *6-18-19*

Superintendent, Columbia Wastewater System Date

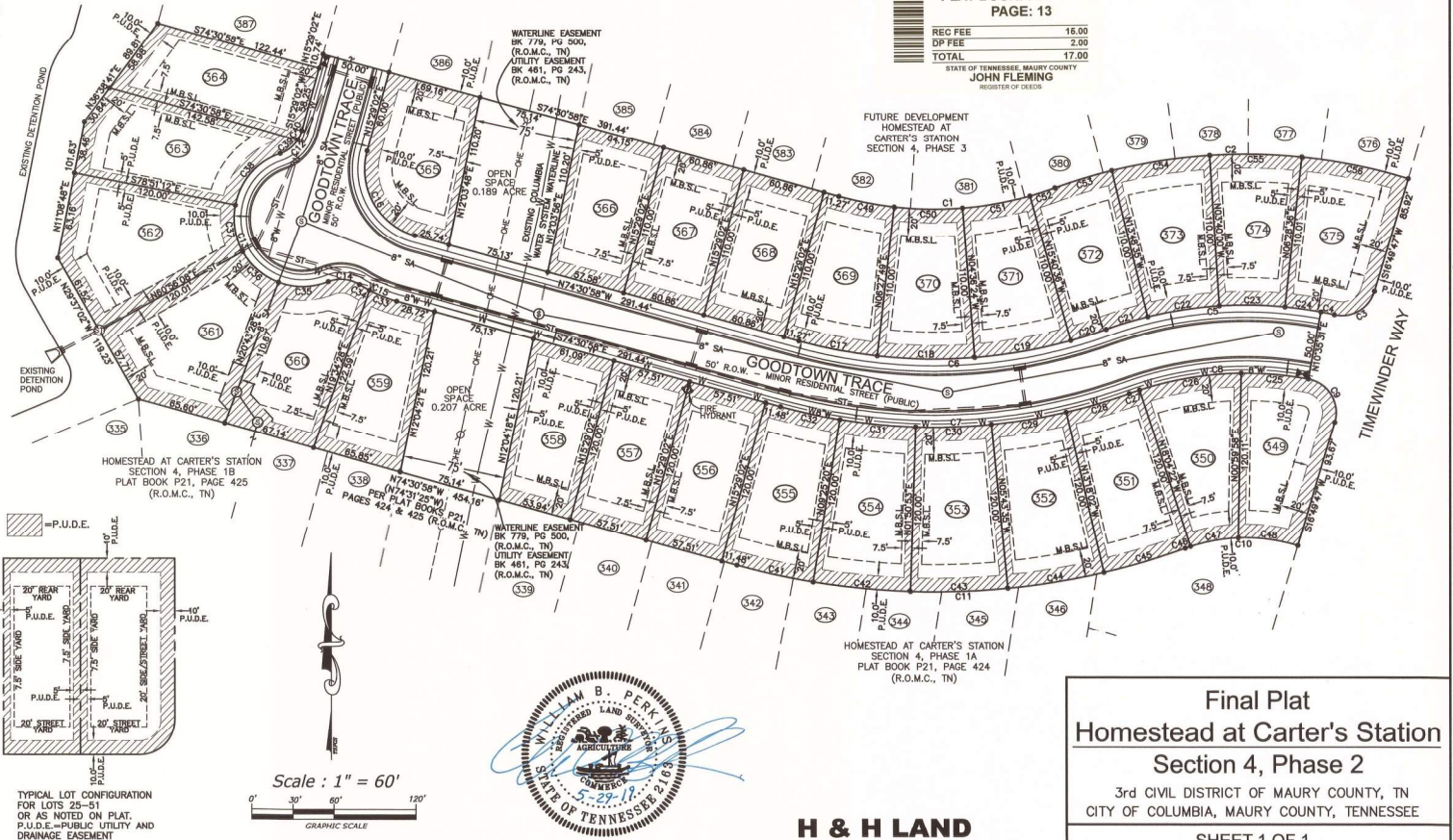
LOT NUMBER	SQUARE FEET	ACRES	CURVE DELTA	ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
349	7,117	0.16	C1	35°22'33"	260.00	180.53	157.99	S87°47'45"E
350	6,880	0.15	C2	36°47'57"	410.00	263.33	258.83	S88°30'27"W
351	7,951	0.17	C3	85°41'11"	25.00	37.39	34.00	S59°40'27"W
352	7,615	0.17	C4	1°52'29"	300.00	10.07	10.07	S79°49'48"E
353	7,615	0.17	C5	30°29'03"	300.00	158.61	157.74	N85°21'00"E
354	7,615	0.17	C6	35°22'33"	370.00	228.45	224.84	N87°47'45"E
355	7,615	0.17	C7	35°22'33"	420.00	268.39	262.42	N87°47'45"E
356	6,901	0.16	C8	30°29'03"	250.00	133.01	131.45	S85°21'00"W
357	6,901	0.16	C9	86°14'16"	25.00	41.99	37.23	N31°17'21"W
358	6,901	0.16	C10	35°22'33"	130.00	83.57	82.42	N88°35'26"E
359	6,901	0.16	C11	35°22'33"	540.00	333.41	328.14	N87°47'45"E
360	7,790	0.18	C12	55°25'32"	25.00	24.18	23.25	N43°11'48"E
361	9,276	0.21	C13	18°25'27"	50.00	159.66	99.87	N87°47'45"E
362	9,276	0.21	C14	54°37'44"	25.00	3.84	3.84	N84°44'01"W
363	9,085	0.19	C15	17°05'49"	100.00	29.84	29.73	N65°58'03"W
364	9,085	0.19	C16	89°59'53"	50.00	78.54	70.71	N29°31'02"W
365	7,433	0.17	C17	9°01'13"	370.00	168.29	168.19	S71°11'03"E
366	6,695	0.15	C18	11°04'13"	370.00	71.49	71.38	N89°04'17"W
367	6,695	0.15	C19	11°04'13"	370.00	71.49	71.38	N79°51'30"E
368	6,695	0.15	C20	41°25'54"	170.00	127.27	72.94	N72°17'21"E
369	6,695	0.15	C21	6°04'57"	300.00	51.85	31.83	N73°08'57"E
370	6,695	0.15	C22	10°08'35"	300.00	53.11	33.04	N81°15'43"E
371	6,695	0.15	C23	8°11'17"	300.00	48.11	48.06	S89°04'17"E
372	6,695	0.15	C24	2°04'13"	300.00	26.55	26.54	N81°56'56"W
373	6,695	0.15	C25	11°19'42"	250.00	49.43	49.35	S85°04'20"E
374	6,695	0.15	C26	17°20'11"	250.00	75.64	75.36	S89°35'43"W
375	7,548	0.17	C27	1°48'09"	370.00	173.94	171.03	N71°03'23"E
376	7,548	0.17	C28	6°35'29"	420.00	148.32	148.29	S73°24'13"W

LOT NUMBER	SQUARE FEET	ACRES	CURVE DELTA	ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
329	7,342	0.16	C29	7°34'27"	420.00	95.52	95.48	S80°29'11"W
330	7,342	0.16	C30	7°34'27"	420.00	95.52	95.48	N88°03'59"E
331	7,342	0.16	C31	7°34'27"	420.00	95.52	95.48	S84°21'54"E
332	6,034	0.14	C32	6°03'42"	420.00	44.43	44.41	N77°33'49"W
333	12'15'20"	100.00	C33	12'15'20"	100.00	21.39	21.35	S68°23'18"E
334	450'25"	100.00	C34	450'25"	100.00	8.45	8.45	S59°50'23"E
335	42'48'22"	50.00	C35	42'48'22"	50.00	37.33	36.97	N89°20'18"E
336	40'12'40"	50.00	C36	40'12'40"	50.00	35.09	34.37	S49°10'12"E
337	40'12'40"	50.00	C37	40'12'40"	50.00	35.09	34.38	S08°57'32"E
338	59'48'48"	50.00	C38	59'48'48"	50.00	52.18	48.89	S71°01'41"E
339	37'58'20"	25.00	C39	37'58'20"	25.00	16.57	16.27	N51°55'24"E
340	17'27'12"	25.00	C40	17'27'12"	25.00	7.62	7.59	N24°12'58"E
341	6'03'42"	50.00	C41	6'03'42"	50.00	57.13	57.10	S77°32'49"E
342	7°34'27"	50.00	C42	7°34'27"	50.00	71.39	71.34	N87°30'01"W
343	7°34'27"	50.00	C43	7°34'27"	50.00	71.39	71.33	S88°03'59"W
344	7°34'27"	50.00	C44	7°34'27"	50.00	71.39	71.33	S80°29'11"W
345	6°03'42"	50.00	C45	6°03'42"	50.00	62.59	62.59	N77°33'49"W
346	1°48'09"	370.00	C46	1°48'09"	370.00	173.94	171.03	N71°03'23"E
347	18°43'57"	130.00	C47	18°43'57"	130.00	35.70	35.58	N79°47'38"E
348	18°43'57"	130.00	C48	18°43'57"	130.00	44.09	43.84	N87°30'01"W
349	9°01'13"	280.00	C49	9°01'13"	280.00	40.93	40.89	S79°01'34"E
350	11°04'13"	280.00	C50	11°04'13"	280.00	50.24	50.16	S89°04'17"E
351	11°04'13"	280.00	C51	11°04'13"	280.00	50.24	50.16	N79°51'30"E
352	41°25'54"	280.00	C52	41°25'54"	280.00	119.13	119.12	N73°15'56"E
353	6°04'57"	410.00	C53	6°04'57"	410.00	43.53	43.50	N73°08'57"E
354	10°08'35"	410.00	C54	10°08'35"	410.00	72.58	72.49	S81°15'43"W
355	8°11'17"	410.00	C55	8°11'17"	410.00	62.55	62.51	S89°04'17"E
356	11°07'45"	410.00	C56	11°07'45"	410.00	78.84	79.51	N78°39'27"W



VICINITY MAP
NOT TO SCALE

06/21/2019 - 02:18 PM
19008855
1 PGS AL PLAT
SUSIE BATCH: 214703
PLAT BOOK: P22
PAGE: 13
REC FEE 16.00
DP FEE 2.00
TOTAL 17.00
STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS



Final Plat
Homestead at Carter's Station
Section 4, Phase 2
3rd CIVIL DISTRICT OF MAURY COUNTY, TN
CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE
SHEET 1 OF 1
TAX MAP 41, P/O PARCEL 15.00
SCALE: 1" = 60'
DATE: MAY 29, 2019
AREA: 6.00 ACRES±

H & H LAND SURVEYING, INC.
612A FITZHUGH BOULEVARD
SMYRNA, TENNESSEE 37167
(615) 831-0756 (Fax) 355-6928
H & H Project NO. 2019-0219



CERTIFICATE OF ACCURACY
I hereby certify that to the best of my knowledge and belief, that this is a true and accurate survey of the property shown hereon; that this is a Category "1" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated; and that the ratio of precision is greater than or equal to 1:10,000.
[Signature] Date *5-29-19*
Registered Land Surveyor
Tenn. License No. 2103
William B. Perkins

CERTIFICATE OF COMPLIANCE
I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations and other adopted ordinances and policies.
[Signature] Date *6/20/19*
City Engineer, Columbia, Tennessee Date

PURPOSE NOTE

THE PURPOSE OF THIS PLAT IS TO CREATE 31 SINGLE FAMILY LOTS.

SURVEYOR'S NOTES

- THE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE CITY OF COLUMBIA, MAURY COUNTY, TN. ALL MATTERS PERTAINING TO CONSTRUCTION, USE, LOCATION OF IMPROVEMENTS, SIGNAGE, PARKING, NOISE, VIBRATION, EMISSIONS, FIRE HAZARDS, RADIATION, ILLUMINATION, SETBACK PROVISIONS, ETC. ARE SUBJECT TO THE CITY OF COLUMBIA'S ZONING REGULATIONS AS INTERPRETED AND REGULATED BY THE DEPARTMENT OF DEVELOPMENT SERVICES.
- SUBJECT PROPERTY IS A PORTION OF PARCEL 32.00 AS SHOWN ON MAURY COUNTY TAX MAP 42.
- DEED REFERENCE: RECORD BOOK R2403, PAGE 319, REGISTER'S OFFICE OF MAURY COUNTY, TN.
- THE HORIZONTAL LOCATION DATA SHOWN ON THIS SURVEY WAS GATHERED USING STANDARD RADIAL SURVEYING TECHNIQUES WITH AN ELECTRONIC TOTAL STATION AND DATA COLLECTOR AND IS BASED UPON A POSITIONAL SOLUTION DERIVED FROM GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS USING THE TDOT NETWORK, TENNESSEE STATE PLANE COORDINATE SYSTEM, ZONE 5301, FIPSZONE 4100; NAD83.
- THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. TENNESSEE ONE CALL 1-800-351-1111 OR 1-615-366-1987.
- THIS SURVEYOR HAS NOT BEEN FURNISHED WITH A TITLE REPORT. THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.
- TOTAL AREA OF THE PROPERTY SURVEYED IS 7.75 ACRES±.
- THE SUBJECT PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE "X" (UNSHADED), ON FEMA/FIRM MAP No. 47119C0180E, (EFFECTIVE APRIL 16, 2007), AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR MAURY COUNTY, TENNESSEE.
- NEW RIGHT-OF-WAY DEDICATION: 1.40 ACRES±.
- ZONED: RS-10 PUD
- UNLESS OTHERWISE NOTED, ALL LOT CORNERS ARE MARKED WITH SET IRON RODS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) do hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book R2403, Page 319, Maury County Register's Office, Tennessee, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Owner (FP TCI CCS, LLC) Title Co-Manager Date 7/16/20

CERTIFICATE OF APPROVAL OF WATER SYSTEM

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled "Homestead at Carter's Station - Section 4, Phase 3" has/have been installed in accordance with current local and state government requirements, or a sufficient bond or surety has been filed to guarantee said installation.

Superintendent, Columbia Water System Date 7/16/2020

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, AND UTILITIES

I hereby certify that the streets, drainage, and utilities at "Homestead at Carter's Station Subdivision - Section 4, Phase 3" have been installed in accordance with City specifications, or a performance bond in the amount of \$160,000 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

City Engineer, Columbia, Tennessee Date 7/21/20

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations, with the exceptions of such variances, if any, as noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.

Secretary, Planning Commission Date 7/21/20

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

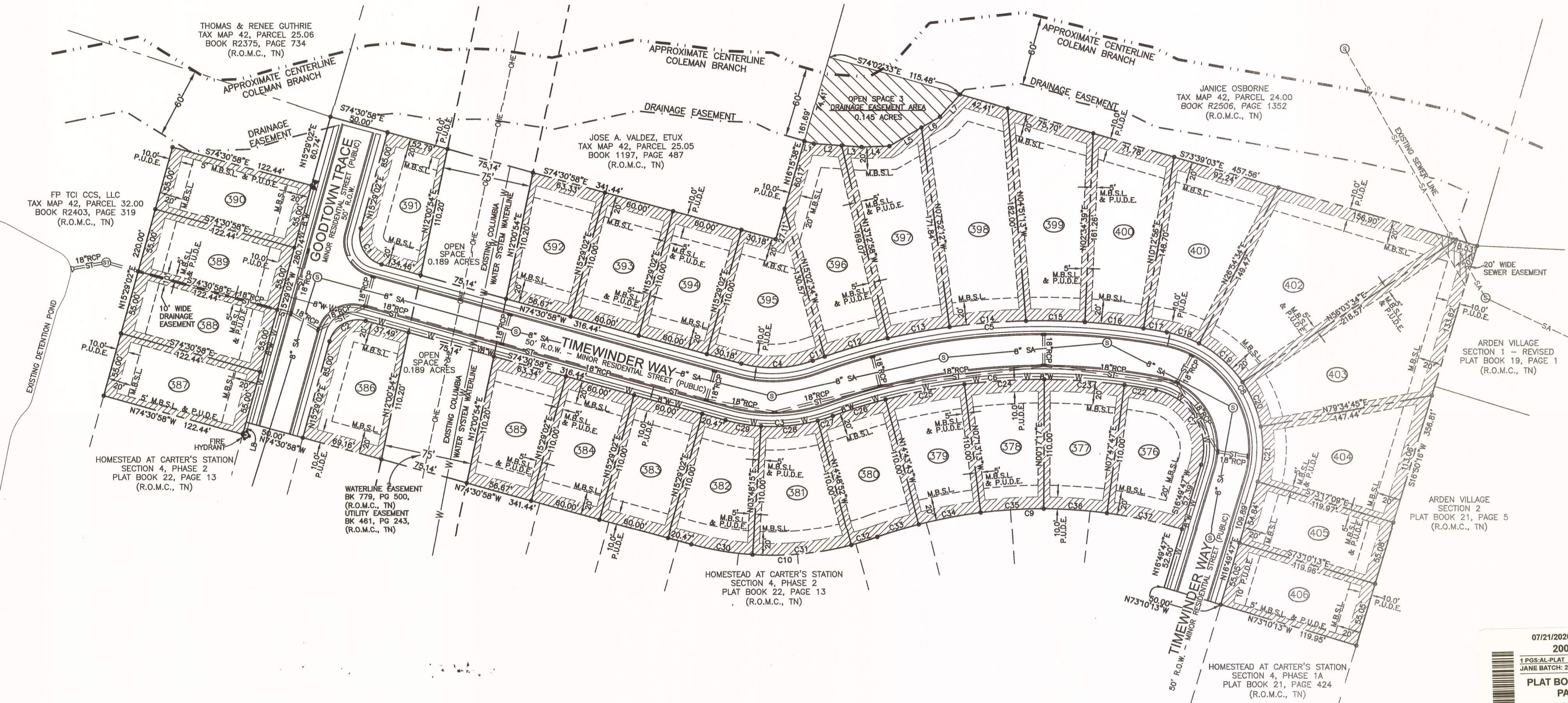
Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

Maury County E-911 Date 7-16-20

CERTIFICATE OF APPROVAL FOR SEWER SYSTEM

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with current local and state government requirements, or a sufficient bond or surety has been filed to guarantee said installation.

Superintendent, Columbia Wastewater System Date 07/16/2020



CERTIFICATE OF ACCURACY

I hereby certify that to the best of my knowledge and belief, that this is a true and accurate survey of the property shown hereon; that this is a Category "I" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated and that the ratio of precision is greater than or equal to 1:10,000.

Registered Land Surveyor Date 7-14-20

CERTIFICATE OF COMPLIANCE

I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations and other adopted ordinances and policies.

City Engineer, Columbia, Tennessee Date 7/21/20

H & H LAND SURVEYING, INC.

612A FITZHUGH BOULEVARD
SMYRNA, TENNESSEE 37167
(615) 831-0756 (FAX) 355-8928
H & H Project No. 2020-0101

Final Plat Homestead at Carter's Station Section 4, Phase 3

3rd CIVIL DISTRICT OF MAURY COUNTY, TN
CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

SHEET 1 OF 1

TAX MAP 42, P/O PARCEL 32.00

SCALE: 1"= 50' DATE: APRIL 22, 2020
AREA: 7.75 ACRES± REVISED: JUNE 24, 2020

PURPOSE NOTE

THE PURPOSE OF THIS PLAT IS TO REVISE LOTS 403, 404, 405, & 406 PER THE FINAL PLAT ENTITLED "HOMESTEAD AT CARTER'S STATION, SECTION 4, PHASE 3" AS OF RECORD IN PLAT BOOK P22, PAGE 215, (R.O.M.C., TN).

VOID AND VACATE NOTE

THE RECORDING OF THIS PLAT WILL VOID, VACATE, AND SUPERSEDE THE FINAL PLAT ENTITLED "HOMESTEAD AT CARTER'S STATION, SECTION 4, PHASE 3" AS OF RECORD IN PLAT BOOK P22, PAGE 215, (R.O.M.C., TN) AS IT PERTAINS TO LOTS 403, 404, 405, & 406 ONLY.

SURVEYOR'S NOTES

1. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE CITY OF COLUMBIA, MAURY COUNTY, TN. ALL MATTERS PERTAINING TO CONSTRUCTION, USE, LOCATION OF IMPROVEMENTS, SIGNAGE, PARKING, NOISE, VIBRATION, EMISSIONS, FIRE HAZARDS, RADIATION, ILLUMINATION, SETBACK PROVISIONS, ETC. ARE SUBJECT TO THE CITY OF COLUMBIA'S ZONING REGULATIONS AS INTERPRETED AND REGULATED BY THE DEPARTMENT OF DEVELOPMENT SERVICES.
2. SUBJECT PROPERTY IS A PORTION OF PARCEL 32.00 AS SHOWN ON MAURY COUNTY TAX MAP 42.
3. DEED REFERENCE: RECORD BOOK R2403, PAGE 319, REGISTER'S OFFICE OF MAURY COUNTY, TN.
4. THE HORIZONTAL LOCATION DATA SHOWN ON THIS SURVEY WAS GATHERED USING STANDARD RADIAL SURVEYING TECHNIQUES WITH AN ELECTRONIC TOTAL STATION AND DATA COLLECTOR AND IS BASED UPON A POSITIONAL SOLUTION DERIVED FROM GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS USING THE TDOT NETWORK, TENNESSEE STATE PLANE COORDINATE SYSTEM, ZONE 5301, TIPSZONE 4100, NAD83.
5. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. TENNESSEE ONE CALL 1-800-351-1111 OR 1-615-366-1987.
6. THIS SURVEYOR HAS NOT BEEN FURNISHED WITH A TITLE REPORT. THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.
7. TOTAL AREA OF THE PROPERTY SURVEYED IS 0.84 ACRES±.
8. THE SUBJECT PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE "X" (UNSHADED), ON FEMA/FIRM MAP NO. 47119C0180E, (EFFECTIVE APRIL 16, 2007), AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR MAURY COUNTY, TENNESSEE.
9. ZONED: IS-10 FUD
10. UNLESS OTHERWISE NOTED, ALL LOT CORNERS ARE MARKED WITH SET IRON RODS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) do hereby certify that I am (we are) the owner(s) of the property shown and described herein as evidenced in Book R2584, Page 628 and Book R2651, Page 1321, Maury County Register's Office, Tennessee, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of dedicatable dedications for all public ways, utilities, and other facilities have been made.

John A. Moore 10/23/20
Owner: JOHN A. MOORE Title Date

CERTIFICATE OF APPROVAL OF WATER SYSTEM

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled "Minor Revision to Lots 403, 404, 405, & 406 of Homestead at Carter's Station - Section 4, Phase 3" has/have been installed in accordance with current local and state government requirements, or a sufficient bond or surety has been filed to guarantee said installation.

John A. Moore 10/23/20
Superintendent, Columbia Water System Date

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, AND UTILITIES

I hereby certify that the streets, drainage, and utilities of "Minor Revision to Lots 403, 404, 405, & 406 of Homestead at Carter's Station - Section 4, Phase 3" have been installed in accordance with City specifications, or a performance bond in the amount of \$100,000.00 for streets and drainage has been posted with the City of Columbia, Tennessee, to ensure completion of such improvements.

John A. Moore 10/23/20
City Engineer, Columbia, Tennessee Date

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown herein has been found to comply with the Columbia Subdivision Regulations, with the exceptions of such variations, if any, as noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.

John A. Moore 10/23/20
Secretary, Planning Commission Date

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

Subdivision name and street names approved by the City Engineering Department and by the Maury County.

John A. Moore 10-27-20
Maury County Engineer Date

CERTIFICATE OF APPROVAL FOR SEWER SYSTEM

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with current local and state government requirements, or a sufficient bond or surety has been filed to guarantee said installation.

John A. Moore 10/26/2020
Superintendent, Columbia Wastewater System Date

CERTIFICATE OF COMPLIANCE

I hereby certify that the subdivision plat shown herein has been found to comply with the Columbia Subdivision Regulations and other adopted ordinances and policies.

John A. Moore 10/27/20
City Engineer, Columbia, Tennessee Date

CERTIFICATE OF ACCURACY

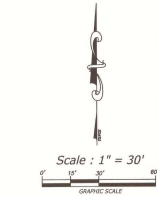
I hereby certify that to the best of my knowledge and belief, that this is a true and accurate survey of the property shown herein, that this is a "Category II" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated and that the ratio of precision is greater than or equal to 1:10,000.

John A. Moore 10-22-20
Registered Land Surveyor Date

BOBBY G. MOORE, RLS
TENNESSEE, RLS NO. 1039

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1100.00/74.4	12.28	N12°11'41"E	12°11'41"	
C2	1100.00/40.08	39.81	N51°10'40"E	22°57'50"	
C3	1100.00/41.59	40.79	N22°10'40"W	23°31'11"	
C4	1100.00/88.81	85.74	N08°33'19"W	50°48'13"	

LOT	AREA
403	13.11
404	13.11
405	13.11
406	13.11
TOTAL	52.44



Scale: 1" = 30'

GRAPHIC SCALE

IRON ROD (FOUND)

IRON ROD (FOUND)

IRON ROD (FOUND)

IRON ROD (FOUND)

IRON ROD (FOUND)

IRON ROD (FOUND)

IRON ROD (FOUND)

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IRON ROD (FOUND)

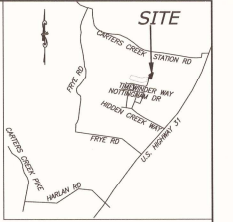
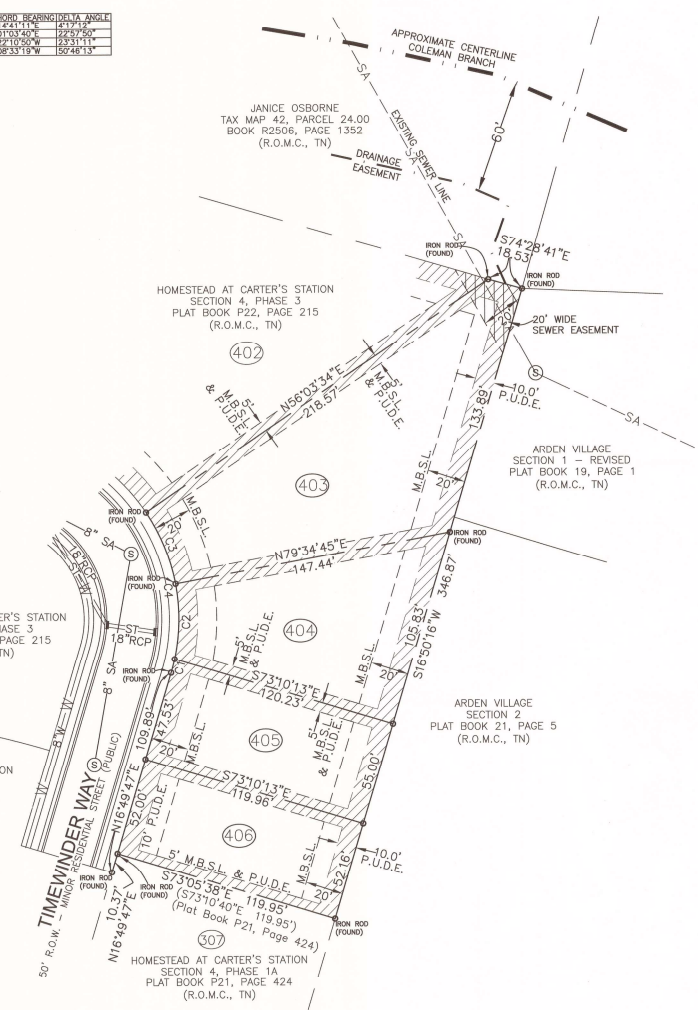
IRON ROD (FOUND)

IRON ROD (FOUND)

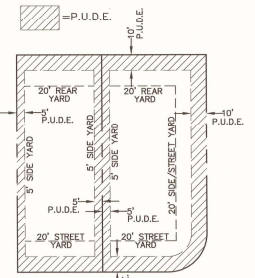
IRON ROD (FOUND)

IRON ROD (FOUND)

IRON ROD (FOUND)



VICINITY MAP
NOT TO SCALE



TYPICAL LOT CONFIGURATION
FOR LOTS 403-406
OR AS NOTED ON PLAT.
P.U.D.E.=PUBLIC UTILITY AND
DRAINAGE EASEMENT

H & H LAND SURVEYING, INC.

612A FITZHUGH BOULEVARD
SMYRNA, TENNESSEE 37167
(615) 831-0756 (FAX) 355-8828
H & H Project No. 2020-0101

Minor Revision
to
Lots 403, 404, 405, & 406
of
Homestead at Carter's Station
Section 4, Phase 3
Plat Book P22, Page 215, (R.O.M.C., TN)

3rd CIVIL DISTRICT OF MAURY COUNTY, TN
CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

SHEET 1 OF 1

TAX MAP 42, P/O PARCEL 32.00

SCALE: 1"= 30'
AREA: 0.84 ACRES± DATE: OCTOBER 22, 2020



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:

2ND 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 - WARD 5

RECOMMENDATION: Approve Ordinance No. 4484 on second consideration.

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.

**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

<u>LOT 21A PROPERTY DATA:</u>	<u>LOT 20A PROPERTY DATA:</u>
<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.

Director of Wastewater Department Columbia, Tennessee	Date
--	------

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
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
		Page 253 of 284

LEGEND

PROPERTY LINE	
ADJOINING LINE	
EASEMENT LINE	
ELECTRIC LINE	
CENTERLINE	
PAVEMENT EDGE	
FENCE LINE	
WATER LINE	
SANITARY LINE	
GAS LINE	
INDEX CONTOUR LINE	
CONTOUR LINE	
EXISTING MONUMENT	
CONCRETE MONUMENT	
SET CAPPED 5/8" IRON ROD	
NO MONUMENT SET	
POWER POLE	
WATER METER	
SURVEY CONTROL	
SANITARY MANHOLE	
FIRE HYDRANT	
WATER VALVE	
WATER MANHOLE	
LIGHT POLE	
GUY WIRE	

SURVEY NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO DIVIDE THE ABANDONED RIGHT-OF-WAY OF A 50' ROAD BETWEEN LOTS 20 & 21 OF THE OVERLOOK AT CARTERS CREEK STATION (PLAT BOOK P17 PAGE 271), EACH LOT RECEIVING THE AREA 25' FROM CENTERLINE OF SAID RIGHT-OF-WAY.
2. TITLE SEARCH WAS NOT PROVIDED TO THIS SURVEYOR, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.
3. BEARINGS REFERENCED TO TENNESSEE STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATION.
4. HORIZONTAL DATA SHOWN HEREON WAS GATHERED USING TOPCON HIPER VR (DUAL FREQUENCY) GPS. REAL TIME KINEMATICS (RTK) AND STATIC CONTROL WERE UTILIZED.
5. A GNSS REAL-TIME KINEMATIC SURVEY WAS PERFORMED USING A BASE STATION ESTABLISHED BY A STATIC SESSION AND CORRECTED BY THE ONLINE POSITION USER SERVICE (OPUS) YIELDING AN OVERALL NORMALIZED RMS:0.06" AND A COMBINED SCALE FACTOR OF 0.99991919 COMPUTED AT SURVEY CONTROL POINT SHOWN HEREON. OBS USED: 7684 / 8055 : 95%; START 2023/07/05 15:25:00; STOP 2023/07/05 18:33:00; ANT NAME TPSHIPER_VR NONE # FIXED AMB: 30/38 : 79%.

THE FOLLOWING BASE STATIONS WERE USED AS A PART OF THE STATIC OPUS SOLUTION:

PID	DESIGNATION	LATITUDE	LONGITUDE	DISTANCE(m)
DK7594	TN38 TDOF MURFREESBORO CORS ARP	N355345.975	W0862637.286	52699.2
DJ9562	TN37 TDOF COLUMBIA CORS ARP	N353613.757	W0870537.696	16128.7
DJ9558	TN35 TDOF DISTRICT 35 CORS ARP	N360614.153	W0873721.522	17139.0

TENNESSEE STATE PLANE COORDINATE SYSTEM - REF FRAME: NAD83 2011 EPOCH:2010.

6. SUBJECT TO ALL EXISTING ROAD RIGHT-OF-WAY EASEMENTS, ALL EXISTING UTILITY EASEMENTS, INGRESS/EGRESS EASEMENTS, OR OTHER EASEMENTS RECORDED OR UNRECORDED.
7. VISIBLE UTILITIES ARE SHOWN HEREON.
8. FIELD SURVEY PERFORMED ON JULY 5, 2023.
9. AREAS SHOWN HEREON.
10. ALL CORNERS ARE MONUMENTED WITH A SET CAPPED 5/8" IRON ROD UNLESS OTHERWISE NOTED.
11. POINT OF BEGINNING IS MONUMENTED AND LABELED HEREON.
12. DISCREPANCIES BETWEEN SURVEY AND RECORD DISTANCES SHOWN HEREON.
13. ZONING: COLUMBIA, TN CD-3: NEIGHBORHOOD CHARACTER DISTRICT. 25' MINIMUM FRONT YARD SETBACK, 8' MINIMUM SIDE YARD SETBACK, AND 25' MINIMUM REAR YARD SETBACK. SETBACKS SHOWN HEREON REFERENCE THE RECORDED PLAT FOR THE OVERLOOK AT CARTERS CREEK STATION, PLAT BOOK P17 PAGE 271. REFER TO THE ZONING ORDINANCE OF COLUMBIA, TN FOR MORE INFORMATION.
14. PROPERTY LOCATED WITHIN A ZONE ZONE X UNSHADED OF THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, MAP 47119C0180E WITH EFFECTIVE DATE APRIL 16, 2007.
15. PUBLIC UTILITY AND DRAINAGE EASEMENTS (PUDE) SHALL BE REQUIRED AND BE TEN (10) FEET IN WIDTH ON ALL PROPERTY LINES PARALLEL AND ABUTTING PUBLIC ROADS OR RIGHTS-OF-WAY, AND FIVE (5) FEET IN WIDTH ON ALL INTERIOR LOT LINES, EXCEPT FOR INTERIOR LOT LINES WITH A ZERO LOT LINE OR A COMMON WALL ALONG A LOT LINE.

UTILITY NOTE:
This surveyor has not physically located the underground utilities. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. The individual lot owner will have to verify the location of such utilities prior to any construction. In Tennessee it is a requirement, per "The Underground Utility Damage Prevention Act", that anyone who engages in excavation must notify all known underground utility owners, no less than 3 or more than 10 working days prior to the date of their intent to excavate and also to avoid any possible hazard or conflict. Tennessee One Call 800-351-1111.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad Jablonski, Finance Director, tjablonski@columbiatn.com, 931-560-1580

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4485 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL AND CAPITAL PROJECTS FUNDS AND ESTABLISH THE DATE OF JANUARY 11, 2024 AS THE DATE OF PUBLIC HEARING

RECOMMENDATION: Approve Ordinance No. 4485 on first consideration and establish the date of January 11, 2024 as the date of public hearing.

INFORMATION: The proposed ordinance is the second amendment to the FY 2024 Appropriation Ordinance, impacting the Capital Projects and several departments within the General Fund.

Within this budget amendment, the following items are included:

- Replenish General City Admin – Reserves for the transfer to Capital Projects Fund (\$149,122),
- Budget funds in Police for 2024 THSO Grant totaling \$20,000,
- Budget funds in Parks to establish a budget for Mid-State Classic (\$45,000),
- Budget \$200,000 for the 2024 Tourism Enhancement Grant funds for blue-way access on the Duck River and \$49,122 for engineering for Parking Garage Design from the prior fiscal year.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2024 by \$463,244 to \$101,392,976.

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE
NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL AND CAPITAL
PROJECTS FUNDS

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4464 as amended, the same being the Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2023 through June 30, 2024, be amended. That the total budget appropriation for the fiscal year be increased from \$100,929,732 to \$101,392,976, an increase of \$463,244.

Section 2: That the budget appropriations shall be revised as follows:
General City Admin total of \$12,966,416 be amended to \$13,115,538, an increase of \$149,122.

Police total of \$12,874,685 be amended to \$12,894,685, an increase of \$20,000.

Capital Projects total of \$14,422,143 be amended to \$14,671,265, an increase of \$249,122.

ALL OTHER APPROPRIATIONS REMAIN THE SAME.

Section 3: This ordinance is enacted pursuant to and in compliance and conformity with Article 9, Section 9 of the Charter of the City of Columbia, with Notice of Public Hearing published on the 26th day of November, 2023, and it shall be executed and construed consistent with said charter and laws of the State of Tennessee.

Section 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

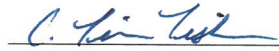
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
COLUMBIA, TENNESSEE, THIS THE ____ DAY OF JANUARY, 2024.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

Passed on 1st Consideration: _____

Passed on 2nd Consideration: _____

Summary of Appropriation Amendment #2
1st Consideration - December 14th (12/14/23)

General City Admin

Replenish General City Admin - Reserves		149,122.00
Budget reduction to reserves to transfer to CPF		(149,122.00)
Transfer funds for 2024 Tourism Enhancement Grant match	\$	149,122.00

Total General City Admin \$ 149,122.00

Police

Budget funds for 2024 THSO Grant		\$ 20,000.00
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Total Police \$ 20,000.00

Parks

Establish budget for Mid-State Classic		\$ 45,000.00
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Total Parks \$ 45,000.00

TOTAL GENERAL FUND \$ 214,122.00

Capital Projects

Budget 2024 Tourism Enhancement Grant funds 32601-77740 (Blueway)		200,000.00
Budget funds for Morrison Engineering for Parking Garage Design from FY 23	\$	49,122.00

Total Capital Projects \$ 249,122.00

Total Increase - All Funds (First Consideration)		\$ 463,244.00
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CITY OF COLUMBIA
FY 2024 APPROPRIATION AMENDMENT #2
First Consideration 12/14/23

1) Budget funds for 2024 THSO Grant

Approved by Council 10/12/23

Increase Revenues

110-33208	\$	20,000.00	Highway Safety Grant
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Increase Expenditures

110-42147-112	\$	10,000.00	Police - Highway Safety Grant-Overtime
110-42147-321	\$	10,000.00	Police - Highway Safety Grant-Controllable Assets
	\$	20,000.00	Total

2) Establish budget for Mid-State Classic

Increase Revenues

110-34751	\$	20,000.00	Mid State Classic-Sponsorships
110-34752		25,000.00	Mid State Classic-Ticket Sales
	\$	45,000.00	Total

Increase Expenditures

110-44490-290	\$	18,000.00	Mid State Classic-Other Services & Charges
110-44490-320		20,000.00	Mid State Classic-Operating Supplies
110-44490-530		7,000.00	Mid State Classic-Rentals
	\$	45,000.00	Total

3) Budget transfer to Capital Projects for Parking Garage

Replenish General City Admin - Reserves

Increase Revenues

110-37110		149,122.00	Prior Year Revenue
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Increase Expenditures

110-41900-800	\$	149,122.00	General City Admin - Reserves
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Budget transfer to Capital Projects for Tourism Enhancement Grant

Decrease Expenditures

110-41900-800		149,122.00	General City Admin - Reserves
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Increase Expenditures

110-41900-766	\$	149,122.00	General City Admin - Miscellaneous - Transfer to Capital Proj Fund
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Budget transfer to Capital Projects for Tourism Enhancement Grant

Increase Revenues

311-37940	\$	100,000.00	Transfer From General Fund
311-33454	\$	100,000.00	Capita Projects - Tourism Enhancement Grant
Total	\$	200,000.00	

Increase Expenditures

311-41850-937	\$	200,000.00	Tourism Enhancement-Blueway Project
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4) Budget funds for Morrison Engineering for Parking Garage Design from FY 23

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

Increase Revenues

311-37940	49,122.00	Transfer From General Fund
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Increase Expenditures

311-41850-936	49,122.00	Parking Garage - Parking Garage Improvements
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Summary of Appropriation Amendment #2
1st Consideration - December 14th (12/14/23)

General City Admin

Replenish General City Admin - Reserves	149,122.00
Budget reduction to reserves to transfer to CPF	(149,122.00)
Transfer funds for 2024 Tourism Enhancement Grant match	\$ 149,122.00

Total General City Admin \$ 149,122.00

Police

Budget funds for 2024 THSO Grant	\$ 20,000.00
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Total Police \$ 20,000.00

Parks

Establish budget for Mid-State Classic	\$ 45,000.00
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Total Parks \$ 45,000.00

TOTAL GENERAL FUND \$ 214,122.00

Capital Projects

Budget 2024 Tourism Enhancement Grant funds 32601-77740 (Blueway)	200,000.00
Budget funds for Morrison Engineering for Parking Garage Design from FY 23	\$ 49,122.00

Total Capital Projects \$ 249,122.00

Total Increase - All Funds (First Consideration)	\$ 463,244.00
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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:

1ST CONSIDERATION ON ORDINANCE NO. 4486 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 89E GROUP F PARCELS 1.01 AND 1.02, LOCATED OFF MORNINGSIDE LANE, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND ESTABLISH JANUARY 11, 2024 AS THE DATE OF PUBLIC HEARING - WARD 3.

RECOMMENDATION: Approve Ordinance No. 4486 on first consideration and establish January 11, 2024 as the date of Public Hearing.

INFORMATION: The applicant is requesting to rezone the property from CD-3L (Neighborhood Large Lot Character District) to CD-4 (General Urban Character District) with the future development concept reflecting single family lots on the four acres of property. The future land use plan designation of Urban Neighborhood is consistent with the CD-4 requested zone. The Planning Commission reviewed this request at the November 8, 2023 meeting and recommended approval by a vote of four to three.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 89E GROUP F PARCELS 1.01 AND 1.02, LOCATED OFF MORNINGSIDE LANE, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER 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 properties herein described from CD-3L (Neighborhood Large Lot Character District) to CD-4 (General Urban Character District).

Section 2: Said properties to be rezoned, being Tax Map 89E Group F Parcels 1.01 and 1.02, located off Morningside Lane, are 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-3L (Neighborhood Large Lot Character 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 approval on the 8th day of November, 2023, and after a public hearing held on the 11th day of January, 2024, 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 11th day of January, 2024.

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: _____

Send TAX Info to:
Rainey Pogue
P.O. Box 384
Columbia, TN
38402

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture made this 12 day of May 2021, between JACK H. POGUE, HEREINAFTER REFERRED TO AS "Grantor" and JACK H POGUE AS Trustee of the JACK H. POGUE LIVING TRUST, HEREINAFTER REFERRED TO AS "Grantee", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is acknowledged, have granted, bargained, and sold to Grantee, the Grantees' heirs, assigns, and successors forever, the following described land, situate, lying and being in Maury County, Tennessee, to-wit:

Being a 4.12 acre's track of land located in the 9th Civil District of Maury County, Tennessee.

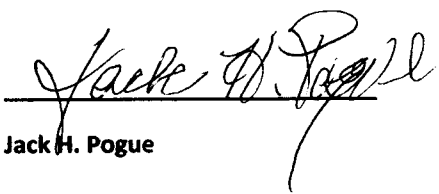
Property location: Morningside Lane, Columbia, Tennessee

Parcel ID/Tax ID: 089E F 001.01

Being the same property conveyed from James D. Patterson, Travis Sargent Patterson, Johnny D. Patterson and David Lee Patterson, to Jack H. Pogue, a one third undivided interest, and Jack H. Pogue, Trustee for Eric L. Pogue and Rainey J. Pogue a two-third undivided interest as tenants in common. and recorded in BK 753, PG's 110 & 111. Register's Office of Maury County, Tennessee.

A more complete description of metes and bounds for the property can be found as recorded in BK 753, PG' 110 and 111. Register's Office of Maury County, Tennessee.

In Witness Whereof, the said Grantor has set his hand the day and year first written above.


Jack H. Pogue

BK/PG: R2733/1478-1479	
21010383	
2 PGS:AL-QUITCLAIM DEED	
JANE BATCH: 248818	05/12/2021 - 03:16 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00
STATE OF TENNESSEE, MAURY COUNTY	
JOHN FLEMING	
REGISTER OF DEEDS	

Witness Name: Bonnie G. Hickman Witness Signature: Bonnie G. Hickman
Witness Name: Julie A Kirk Witness Signature: Julie A Kirk

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Tennessee)

County of MAURY)

On May 12, 2021 before me, a notary public in and for said state,
personally appeared Jack H Pogue, personally known to me (or
proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument and acknowledged to me that she/he executed the same in her/his
authorized capacity, and that by her/his signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Penny C Worley

Notary Public

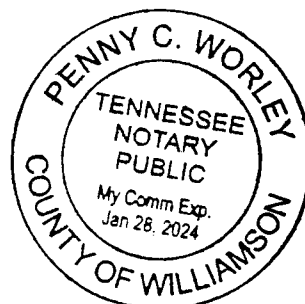
My commission expires: 1-28-24

(NOTARIAL SEAL)

MAURY COUNTY REGISTER, STATE OF TENNESSEE Page 2 of 2
For we hereby certify that the actual Consideration for
the transfer of value of the property transferred whichever is
greater is \$ 0 which amount is equal to greater than
the amount value of the property transferred would command at
a run voluntary sale.

James J Pogue Affiant
Subscribed and sworn before me this 12 day of May 2021

John Fleming
by jj (DR)



OFFICIAL SEAL
JOHN FLEMING
REGISTER OF DEEDS
MAURY CO TN

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture made this 12 day of May, 2021, between JACK H. POGUE, TRUSTEE for Eric L. Pogue and Rainey J. Pogue, HEREINAFTER REFERRED TO AS "Grantor" and JACK H POGUE AS Trustee of the JACK H. POGUE LIVING TRUST, HEREINAFTER REFERRED TO AS "Grantee", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is acknowledged, have granted, bargained, and sold to Grantee, the Grantees' heirs, assigns, and successors forever, the following described land, situate, lying and being in Maury County, Tennessee, to-wit:

Property Address: Morningside Lane

Subdivision: Sunset Park

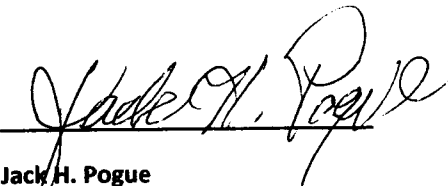
Parcel ID/Tax ID: 089E F 001.02

Located in the Ninth (9th) Civil District of Maury County, Tennessee.

This being the same property conveyed by Travis Sargent Patterson and wife, Shirly A. Patterson to Jack H. Pogue, Trustee for Eric L. Pogue and Rainey J. Pogue with the deed recorded on Book 755, Pages 623 and 624, Register's Office County of Maury, Tennessee.

A more complete description of the metes and bounds for the property can be found recorded in Book 755 Pages 623 and 624, Register's Office Maury County, Tennessee.

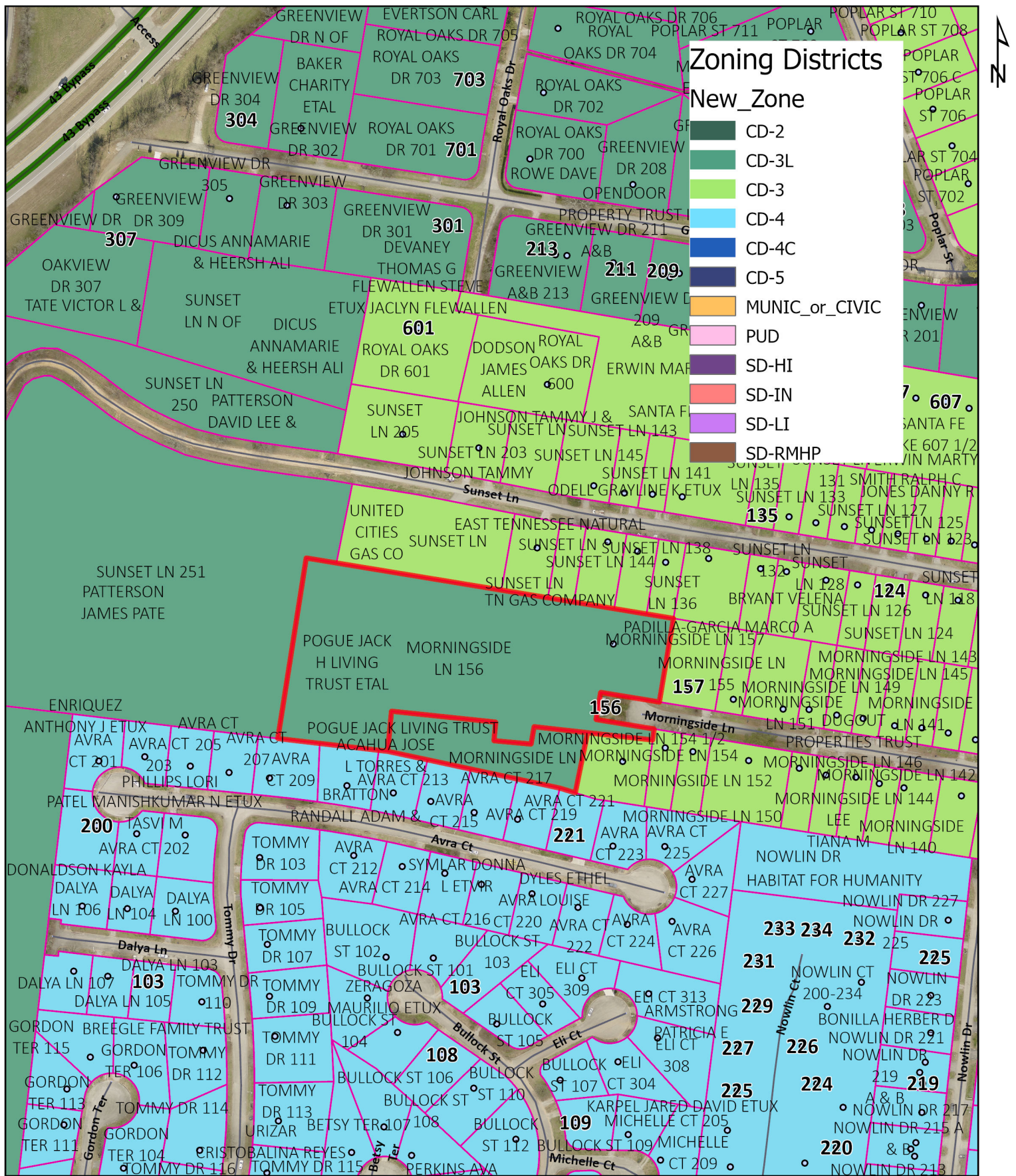
In Witness Whereof, the said Grantor has hereunto set his hand the day and year first written above.


Jack H. Pogue

BK/PG: R2733/1486-1487	
21010387	
2 PGS:AL-QUITCLAIM DEED	
JANE BATCH: 248818	05/12/2021 - 03:16 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00
STATE OF TENNESSEE, MAURY COUNTY	
JOHN FLEMING	
REGISTER OF DEEDS	

Julia A. Kock

Page 267 of 284



Ordinance No. 4486 - Exhibit B

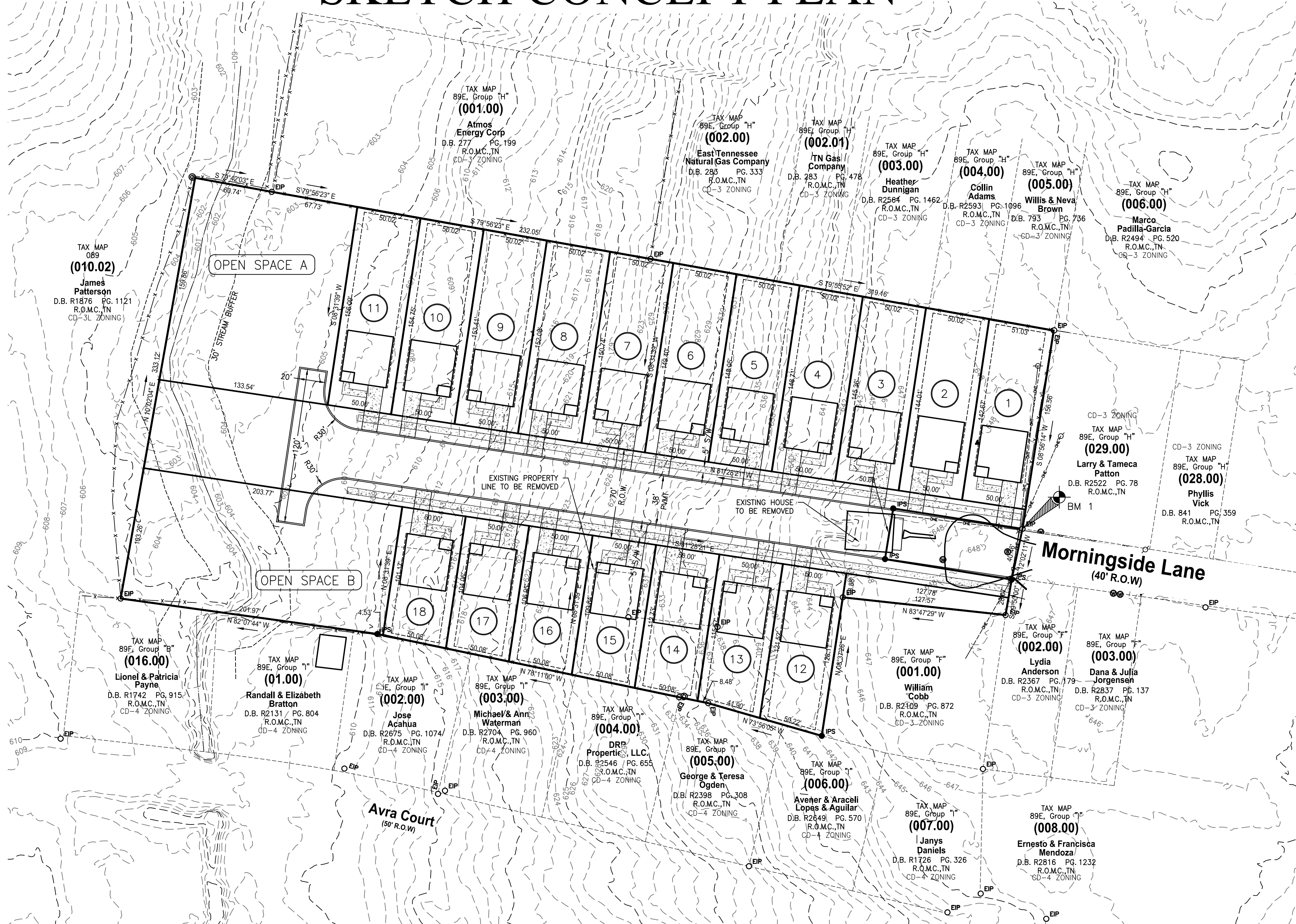
TM 89E Group F Parcels 1.01 & 1.02 Morningside Lane



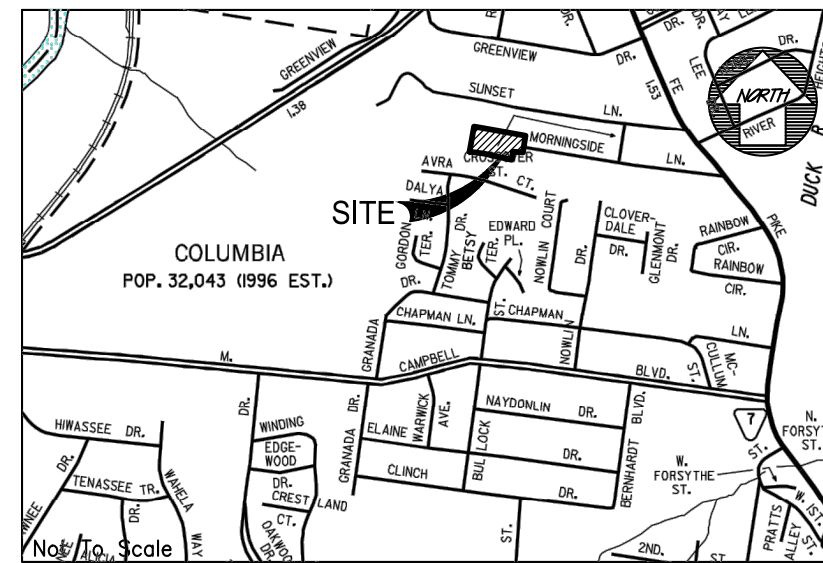
CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

SKETCH CONCEPT PLAN



Location Map



SITE DATA:

OWNER: JACK POGUE, TRUSTEE
P.O. BOX 384
COLUMBIA, TN 38402

PARCEL NUMBER: TAX MAP 89E, GRP F, PARCEL 01.01
DEED BOOK: R2733, PG 1478

SUBJECT PARCEL ZONING: REQUEST CD-4, CURRENT CD-3L

ACREAGE OF SITE: 4.78 ACRES
(PROPOSED 47,745.95 S.F. - 1.10 Ac.
RIGHT OF WAY DEDICATION)

MINIMUM REQUIRED BUILDING SETBACKS:
6' MIN - 20' MAX FRONT
3' MIN - REAR
6' MIN - SIDE

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 548.54 L.F. OF ROADWAY AND
PROVIDE 18 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.

BENCHMARK

BENCHMARK #1
IRON PIN
ELEV = 647.69'
N = 474.645.74
E = 1,657.815.38
TENNESSEE COORDINATE
SYSTEM OF 1983
NAVD 88

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
SANITARY SEWER
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

EXISTING
PROPOSED

TREE LINE
STORM STRUCTURE LABEL

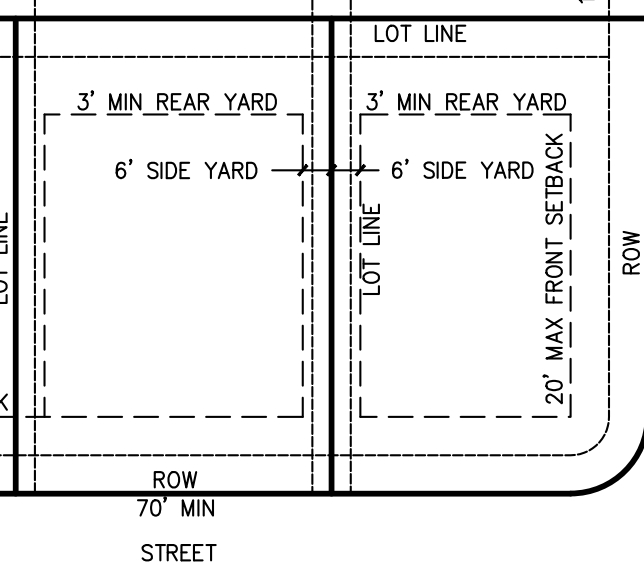
ASPHALT
CONCRETE

PARKING SPACES

14

10' Public Utility and Drainage Easement
(Unless otherwise noted)

6' MIN - 20' MAX FRONT SETBACK
10' Public Utility and Drainage Easement
(Unless otherwise noted)



SUBDIVISION
TYPICAL LOT LAYOUT

LOT AREA TABLE

LOT #	AREA S.F.	AREA AC.
1	7,171.2	0.16
2	7,167.1	0.16
3	7,234.4	0.17
4	7,261.7	0.17
5	7,368.9	0.17
6	7,436.2	0.17
7	7,503.4	0.17
8	7,570.3	0.17
9	7,637.2	0.18
10	7,704.1	0.18
11	7,771.0	0.18
12	6,229.7	0.14
13	5,913.4	0.14
14	5,708.2	0.13
15	5,584.1	0.13
16	5,419.7	0.12
17	5,255.3	0.12
18	5,150.9	0.12

OPEN SPACE

OPEN SPACE	AREA S.F.	AREA AC.
A	20,608.5	0.47
B	20,931.0	0.48

OPEN SPACE NOTE:

ALL OPEN SPACE AREA IS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, CREATED FOR THE PURPOSE OF MAINTAINING ALL COMMON OPEN SPACE AND GROUNDS INCLUDING THE DETENTION AREAS SHOWN ON THIS PLAN.

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

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:

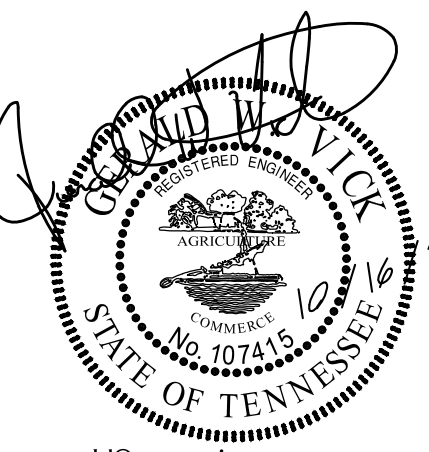
CONTRACTOR SHALL ESTABLISH A BENCHMARK PRIOR TO CONSTRUCTION. EXISTING BENCHMARK MUST BE RE-VERIFIED AND APPROVED BY THE ENGINEER/SURVEYOR PRIOR TO USE.

BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY:

W.E.S. ENGINEERS AND SURVEYORS
2486 NASHVILLE HWY
COLUMBIA, TENNESSEE 38401
(931) 388-2329

FLOOD STUDY NOTE:

A PORTION OF THE PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS (FIRM) MAP NUMBER 47117C0170E DATED APRIL 16, 2007.



gerald@wesengineers.com

SUBMITTED FOR MUNICIPAL APPROVAL
NOT FOR CONSTRUCTION

© 2023
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
RAINEY POGUE
P.O. BOX 384
COLUMBIA, TN 38402
931-215-1299

REVISIONS	DATE	COMMENTS
1	10/12/23	

POGUE CONCEPT SKETCH

MORNINGSIDE LANE
COLUMBIA, MAURY COUNTY, TENNESSEE
SKETCH PLAN

Drawn: RP	Checked: CV	Approved: CV	Date: 9/28/23
23544	Scale: Vertical: 1"=50'	Horizontal: 1"=50'	

MP-1

Morningside Lane Rezoning

Project #:	23-0379	Location:	Map 89E F Parcel 1.01, 1.02
Applicant:	WES Engineers & Surveyors	Case Type(s):	Rezoning
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Single Family Homes

PROJECT SUMMARY

The applicant requests to rezone a 4.28-acre property located near the current terminus of Morningside Lane from CD-3L (Neighborhood Large-Lot Character District) to CD-4 (General Urban Character District). The subject site is composed of two existing lots of record. The current zoning designation permits low density single-family residences. The requested zoning designation accommodates a medium density mix of residential and commercial uses. The concept provided by the applicant depicts development of the site for detached single family homes. The Zoning Ordinance permits two dwelling units per acre in CD-3L and twelve dwelling units per acre in CD-4.

- The DRC reviewed this proposal at its October 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.
- Rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan; greater detail will be required at the time of any subsequent site development plan and preliminary plat.
- The concept plan depicts development of the infill site with a 550-foot extension of Morningside Lane beyond its current terminus.
- Although the subject property is not located in an Area of Change, the single-family standards of the CD-4 character district are compatible with the established pattern of the surrounding neighborhood. The development depicted in the concept plan effectively extends the Sunset Park Subdivision.
- 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.

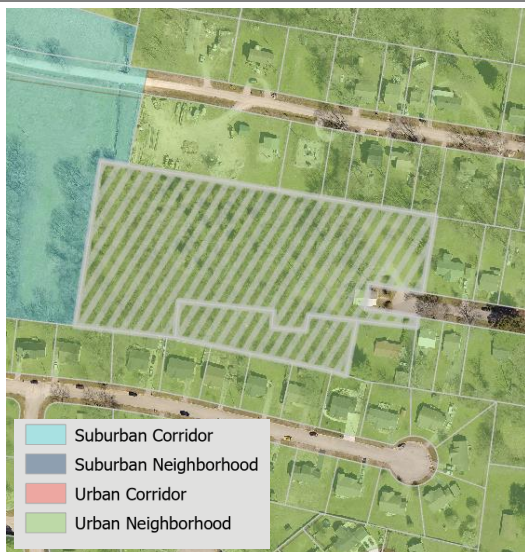


SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
CD-3L	Single Family	Single Family House	+/- 4.28 Acres



FUTURE LAND USE MAP



ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Urban Neighborhood	CD-3L	Single-Family
North	Urban Neighborhood	CD-3	Utility Facility/Single Family
South	Urban Neighborhood	CD-4	Single-Family
East	Urban Neighborhood	CD-3	Single-Family
West	Suburban Neighborhood	CD-3L	Single-Family

The subject property is currently vacant except for an unoccupied single-family home constructed in 1940. The property is located at the current terminus of Morningside Lane. It sits between a very large residential property to the west and medium density neighborhoods on the east, north, and south. One of the parcels bordering the property on the north contains a utility facility. The area is a mix of CD-3L, CD-3, and CD-4 zoned parcels. The future land use of the subject property and most adjacent properties is Urban Neighborhood. The current zoning in the immediate vicinity of the site is **not consistent** with Connect Columbia, except for the CD-4 section to the south. Although the current zoning of the immediately surrounding Sunset Park Subdivision is CD-3, and therefore inconsistent with the Future Land Use Map, the platted lots are generally 50' wide, conforming to the CD-4 standard.

CONSISTENCY WITH CONNECT COLUMBIA

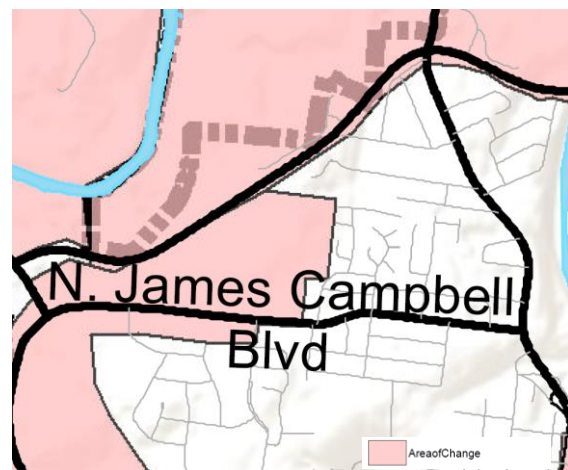
Urban Neighborhood: The future land use of the subject site is Urban Neighborhood. The Character Area is characterized by residential development and neighborhoods, with intermixed and compatible civic uses. The Future Land Use Plan indicates that “the general development pattern is defined by a single 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 not located** in an Area of Change (Connect Columbia Map 3). In 2017 the Planning Commission determined that the development pattern in the area was established and that changes to overall character of the area should rarely occur. The designation does not necessarily mean that any particular development proposal is inconsistent with Connect Columbia. It does mean that the Planning Commission should pause to ensure the context of the area surrounding the subject property is considered in the review process. (Connect Columbia p. 14).

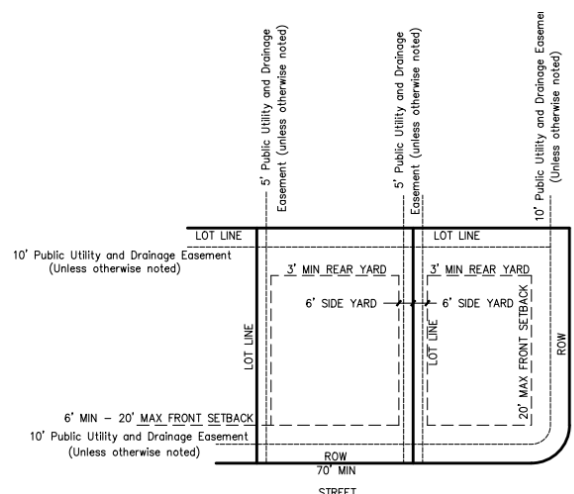


CONFORMITY WITH ZONING ORDINANCE

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 site development plan/preliminary plat must conform to 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.

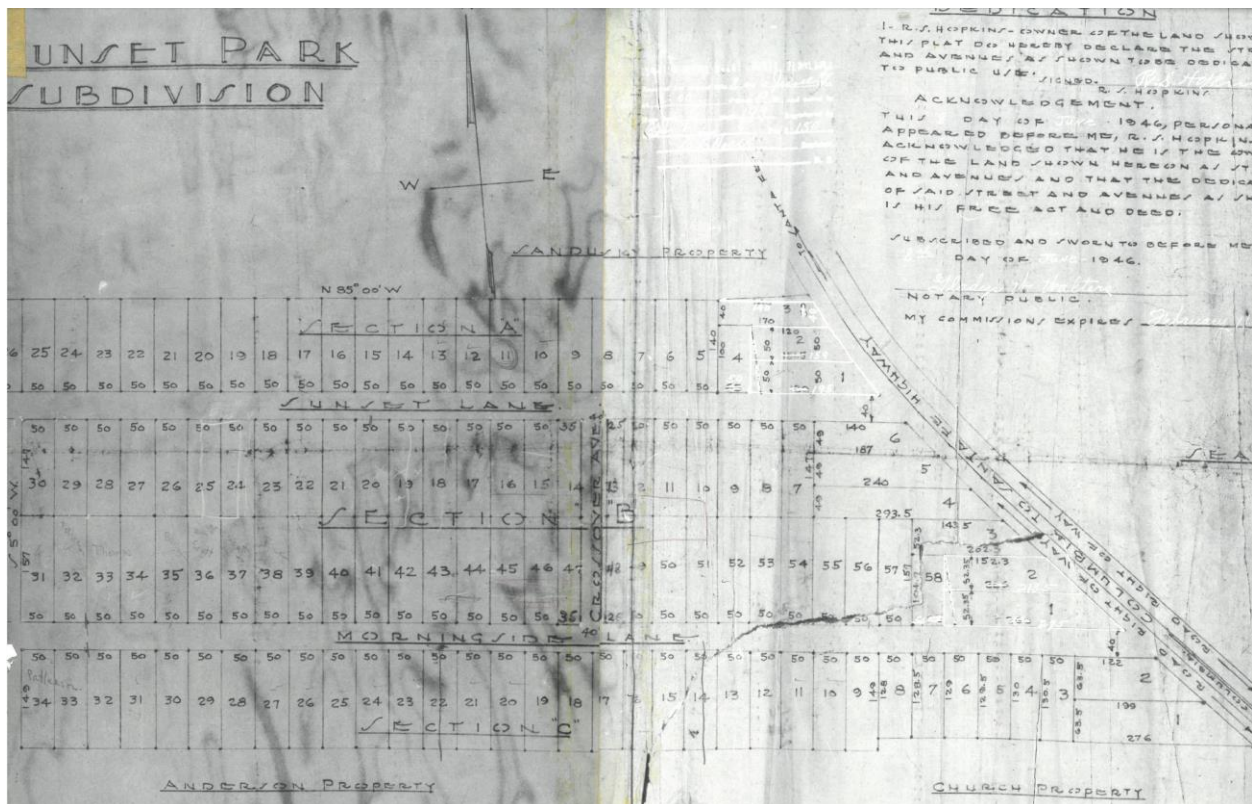
Lots, Building Sites & Bulk Standards

- 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 eighteen lots which conform to the minimum lot width and could accommodate homes conforming to the setbacks.



Conceptual Lots Conform to CD-4 Standards

- **The CD-4 lot standards extend the established pattern of Columbia**
 - The concept plan depicts development of the infill site with a 550-foot extension of Morningside Lane beyond its current terminus.
 - The Sunset Park Subdivision established 50-foot wide lots enfronting Morningside Lane and Sunset Lane, which run parallel to each other.
 - The single-family standards of the CD-4 character district are compatible with the established pattern of the surrounding neighborhood. The development depicted in the concept plan effectively extends the Sunset Park Subdivision through the subject site.



The standards of the requested zone are compatible with the lot dimensions of the surrounding neighborhood as established by the 1946 Sunset Park Subdivision Plat

Other Standards

- Conformity with other requirements of the Ordinance, including tree preservation, Civic Space, 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 October 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;*
- 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 October 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(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.

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."

- Planning requested a legal description of the smaller of the two parcels which compose the subject site.
- 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.
- Planning also advised the applicant to prepare to answer questions from the Commission and the community related to compatibility and character.
- **Wastewater** noted that sewer upgrades may be required at the time Site Development Plan and Preliminary Plat.
- Columbia Water System's (CPWS) consultant (Inflow) noted that water is available for the site and that a water availability letter was issued on September 15th.

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 well inside the urbanized area of Columbia with existing services. The lot standards of the requested character district mimic the pattern of residential development established in 1946. 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

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

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4488 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2022 DELINQUENT PROPERTY TAXES

RECOMMENDATION: Approve Ordinance No. 4488 on first consideration

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent property taxes. Following adoption of the ordinance, the City Recorder provides the County Attorney with a certified list of delinquent 2022 property taxes. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent property taxes.

AN ORDINANCE PROVIDING FOR THE COLLECTION OF
2022 DELINQUENT PROPERTY TAXES

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City Recorder is hereby directed at his earliest convenience to provide to the County Attorney a certified list of real property within the City of Columbia on which municipal taxes for the year 2022 are delinquent, said list to set forth a description of the property, the person or persons assessed, the assessed value thereof, and the taxes and penalties due thereon.

Section 2: That upon receipt of such list the County Attorney is directed to file suit in the Chancery Court for Maury County and proceed as provided by the Charter and the general law controlling delinquent taxes.

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:

TONY MASSEY, CITY MANAGER

Passed on 1st Consideration: _____
Passed on 2nd Consideration: _____

Ordinance No. 4488
Page 1 of 1 Page



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4489 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2020, 2021 and 2022 DELINQUENT PERSONAL PROPERTY TAXES

RECOMMENDATION: Approve Ordinance No. 4489 on first consideration

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent personal property taxes. Following adoption of the ordinance, the City Recorder may provide the County Attorney with a certified list of delinquent 2020, 2021 and 2022 personal property taxes. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent personal property taxes.

AN ORDINANCE PROVIDING FOR THE COLLECTION OF
2020, 2021 and 2022 DELINQUENT PERSONAL PROPERTY TAXES

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City Recorder is hereby directed at his earliest convenience to compile a certified list of personal property within the City of Columbia on which municipal taxes for the years 2020, 2021 and 2022 are delinquent. Said list shall set forth a description of the property, the person or persons assessed, the assessed value thereof, and the taxes and penalties due thereon.

Section 2: The City Recorder may provide such list to the County Attorney to file suit in the Chancery Court for Maury County and proceed as provided by the Charter and the general law controlling delinquent taxes.

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:

TONY MASSEY, CITY MANAGER

Passed on 1st Consideration: _____
Passed on 2nd Consideration: _____

Ordinance No. 4489
Page 1 of 1 Page



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4490 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2022 DELINQUENT SPECIAL ASSESSMENTS

RECOMMENDATION: Approve Ordinance No. 4490 on first consideration.

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent special assessments. Following adoption of the ordinance, the City Recorder provides the County Attorney with a certified list of delinquent 2022 special assessments. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent special assessments.

AN ORDINANCE PROVIDING FOR THE COLLECTION OF
2022 DELINQUENT SPECIAL ASSESSMENTS

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City Recorder is hereby directed at his earliest convenience to provide to the County Attorney a certified list of real and personal property within the City of Columbia on which special assessments for the year 2022 are delinquent, said list to set forth a description of the property, the person or persons assessed, the assessed value thereof, and the taxes and penalties due thereon.

Section 2: That upon receipt of such list the County Attorney is directed to file suit in the Chancery Court for Maury County and proceed as provided by the Charter and the general law controlling delinquent taxes.

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:

TONY MASSEY, CITY MANAGER

Passed on 1st Consideration: _____
Passed on 2nd Consideration: _____