



**City of Columbia City Council
Regular Meeting Agenda
February 8, 2024 - 5:30 PM**

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

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

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

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

REGULAR MEETING

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

5.1. QUARTERLY PRESENTATION BY WIL EVANS, PRESIDENT OF THE MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE - CITY MANAGER'S OFFICE.

ATTACHMENTS: February 2024 Maury County Quarterly Update

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE JANUARY 11, 2024, REGULAR CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: January 11 2024 City Council Meeting Minutes

6.2. APPROVE THE RETIREMENT BENEFITS FOR RONNY SHEETER, BUILDING AND GROUNDS MAINTENANCE - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: Ronny Sheeter has been an employee of the City of Columbia for 22 years. His effective retirement date is February 23, 2024 with pension payments to begin on March 1, 2024.

ATTACHMENTS: Staff Report Ronny Sheeter

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF DECEMBER 2023 IN THE AMOUNT OF \$7,828,526.40 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: December 2023 Disbursements

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

RECOMMENDATION: Approve.

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

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

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

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

ATTACHMENTS: Animal Shelter 2nd Quarter Invoice

7.3. APPROVE THE ANNUAL RENEWAL OF LIABILITY AND AUTO INSURANCE WITH PUBLIC ENTITY PARTNERS IN THE AMOUNT OF \$481,911 - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia obtains several lines of insurance coverage through Public Entity Partners (PEP), formerly the TML Risk Management Pool, for the purpose of managing risk. The policy renewal for liability (general, law enforcement, errors and omissions and automobile) and auto physical damage coverage is January 1st of each year. An invoice for premium renewal for liability and auto insurance has been received from PEP and is due for payment.

The total annual premium for 2024 is \$481,911 with no member dividend credit in 2024. Prior year net premiums, i.e., premium after member dividend credit, for the past five (5) years were as follows:

2024	\$481,911	\$0	\$481,911
2023	\$360,634	\$43,544	\$404,178
2022	\$342,978	\$46,359	\$389,337
2021	\$263,433	\$84,110	\$347,543
2020	\$311,673	\$48,410	\$360,083
2019	\$318,435	\$37,862	\$356,297

The base premium cost before the member dividend credit was applied for 2024 (\$481,911) increased approximately 19.2% compared with the prior year’s base premium amount (\$404,178). The member dividend credit decreased from \$43,544 to \$0.

The premium increase from 2023 was twofold. The PEP Board increased base insurance rates across various types of general liability coverage, a 9.4% “combined liability” increase, or nearly half. The remaining half of the increase followed the City’s increased exposure compared to 2022.

A breakdown of cost by fund is as follows:

General Fund	\$403,002
Sanitation Fund	\$21,585
Wastewater Fund	<u>\$57,324</u>
Total	\$360,634

Deductible amounts for liability coverage lines are \$5,000 per

occurrence, with a \$1,000 deductible for auto physical damage. Only vehicles valued over \$3,500 are included in the physical damage coverage.

The City Council is requested to approve the renewal of City liability and automobile physical damage insurance and to authorize payment to PEP in the amount of \$481,911.

CERTIFICATION: The Chief Financial Officer certifies that the following funds are budgeted and unencumbered within the Insurance Premium line items in the General (\$403,002), Sanitation (\$21,585) and Wastewater (\$57,324) funds.

ATTACHMENTS: Staff Report - Public Entity Partners Renewal, Public Entity Partners 2024 Invoice

7.4.ACCEPTANCE OF ANNUAL REPORTS OF THE CITY OF COLUMBIA EMPLOYEE'S RETIREMENT PLAN FUND AND THE CITY OF COLUMBIA, TENNESSEE RETIREMENT HEALTH INSURANCE POST-EMPLOYMENT BENEFIT TRUST FOR THE PERIOD ENDING DECEMBER 31, 2023 - CITY RECORDER'S OFFICE.

RECOMMENDATION: Accept the Reports.

INFORMATION: The Trustees of the City of Columbia Employees' Retirement Plan Fund annually submit reports to the City Council regarding the City Retirement Plan and the Retirement Health Insurance Post-Employment Benefit Trust. A summary of the revenues, expenditures and balance for the City of Columbia Employees' Retirement Plan Fund is being provided from the inception of the plan on July 1, 1974, through December 31, 2023, and a summary of the revenues, expenditures and the balance of the City of Columbia, Tennessee Retirement Health Insurance Post-Employment Benefit Trust, opened August 8, 2008, through December 31, 2023. These reports are required by Ordinance to assist the City Council in the fiduciary responsibility for management of pension funds.

ATTACHMENTS: Staff Report Retirement Reports, City of Columbia, TN Employees' Retirement Plan Fund 12.31.2023, City of

Columbia, TN Employees' Retirement Health Insurance Post-Employment Venefit Trust Fund 12.31.2023

7.5. ACCEPTANCE OF THE RAILROAD AND UTILITY AD VALOREM ASSESSMENTS FOR THE TAX YEAR 2023 - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Each year, the City Recorder's Office receives from the Tennessee Comptroller of the Treasury, Office of State Assessed Properties, a certified tax roll relative to railroads and utilities. The City Recorder's office received the tax year 2022 assessments on December 5, 2023. Some of the companies assessed include telephone companies, cellular telephone companies, railroads, motor carriers, private cars, gas companies, pipelines, motorbus and others.

There are 43 assessments for the 2023 tax year with certified assessed value of \$29,580,294 and billed revenue of \$244,067.

It is requested City Council to consider acceptance of the railroad and public utility assessments for the tax year 2023 and to allow payment without penalty and interest through February 29, 2024.

ATTACHMENTS: Staff Report - Public Utility for 2023, 2023 Report - Public Utility Assessment

7.6. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH COMMONWEALTH HERITAGE GROUP, LLC FOR CONSULTING SERVICES TO CONDUCT A HISTORIC INVENTORY FOR THE CITY OF COLUMBIA, TENNESSEE IN THE AMOUNT OF \$44,998.35 - WARDS 2 AND 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia, Tennessee Development Services is retaining the services of the RFQ candidate, Commonwealth Heritage Group, LLC with the highest evaluation for providing services related to the Columbia Historic Districts Inventory. This will update or create architectural surveys for the districts in addition to areas within the National Register. The City of

Columbia accepted grant funds through the Tennessee Historic Preservation and will be required to contribute 40% of the cost. The total cost is \$44,998.35.

CERTIFICATION: The Chief Financial Officer certifies that \$45,000 will be proposed in appropriation amendment number two in General City Admin - Historic Preservation Grant.

ATTACHMENTS: Staff Report for RFQ Historic Contract, CHGLLC dba Chronicle Standard Services Agreement_Columbia, Cost Estimate and Scope - Columbia Hist Inventory Rev, Historic Inventory RFQ

7.7. APPROVE CHANGE ORDER NO. 1 WITH N & S WATERPROOFING, LLC FOR THE CITY OF COLUMBIA PARKING GARAGE REHABILITATION PROJECT, WHICH INCREASES THE CONTRACT AMOUNT BY \$216,230 AND ADDS 98 DAYS TO THE CONTRACT TIME - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: City Council Approved Contract No. E-2023-02 with N & S Waterproofing, LLC for the rehabilitation of the City Parking Garage on October 12, 2023 in the amount of \$675,790

Change Order No. 1 consists of exterior façade renovations and increases the contract amount by \$216,230 as well as adds 98 days to the completion of the project. This would bring the total contract sum to \$892,020

CERTIFICATION: The Chief Financial Officer certifies that \$216,230 will be proposed in appropriation amendment number two in Capital Projects - Parking Garage Improvements.

ATTACHMENTS: Staff Report - Parking Garage Renovation Change Order No. 1, Columbia Police Department Exterior Facade Renovation Change Order 1 Proposal, N&S Change Order No. 1 Contract

7.8. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND THE TENNESSEE FARM

BUREAU FEDERATION FOR STORAGE OF THE CITY CHRISTMAS TREE - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Tennessee Farm Bureau Federation has granted permission to the City of Columbia for storage of the City Christmas tree at their Agriplex, located at 1789 Tom Hitch Parkway. The Tennessee Farm Bureau Federation will charge no fee for this storage. This contract will be for a one-year term beginning on January 01, 2024, and will renew automatically every year for consecutive one-year terms.

ATTACHMENTS: Staff Report for Farm Bureau tree storage, Farm Bureau Christmas Tree storage contract

7.9. APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH KCS BUILDING GROUP FOR PUBLIC WORKS FACILITY IMPROVEMENTS IN THE AMOUNT OF \$884,055 - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Public Works is seeking to make improvements and additions to the Public Works facility by adding three (3) metal building structures to the existing building. These structures will provide additional work space, storage, protection for equipment and protection from weather for our employees.

The City requested bids for three (3) exterior covered pre-engineered metal building structures, which will be directly attached to the existing Public Works building. Details of that tabulation are included in the attachment. It was determined that KCS Building Group was the lowest responsive bidder and therefore is recommended for the bid award. Painting steel was omitted on the bid and a price increase on steel in the amount of 5% has been added to the original bid, changing the project cost from \$849,000 to \$884,055. This amount remains the lowest bid.

CERTIFICATION: The Chief Financial Officer certifies that \$884,055 is budgeted and unencumbered in Streets-General - Buildings.

ATTACHMENTS: Staff Report KCS, Public Works Facility ITB, Bid Tab Public Works Facility, Bid Extension, KCS contract with Performance Bond, Steel Price Increase, Artist rendering.

7.10. RATIFY AN AGREEMENT WITH QUALITY MANAGEMENT SERVICES, LLC IN THE AMOUNT OF \$4,500 TO INCLUDE REIMBURSEMENT OF TRAVEL EXPENSES TO PROVIDE STRATEGIC PLANNING CONSULTING SERVICES TO THE CITY OF COLUMBIA - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: This letter of agreement outlines the timeline, activities and expectations of both parties for the 2024 Strategic Planning Session between the City of Columbia and Quality Management Services.

CERTIFICATION: The Chief Financial Officer certifies that \$4,500 is budgeted and unencumbered in City Council - Professional Services.

ATTACHMENTS: Staff Report - Quality Management Services, Quality Management Services Agreement

7.11. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE 2024 LETTER OF AGREEMENT BETWEEN THE CITY OF COLUMBIA, COLUMBIA MAIN STREET, AND THE TENNESSEE MAIN STREET PROGRAM CONFIRMING PARTICIPATION IN THE MAIN STREET PROGRAM AND THE ANNUAL ACCREDITATION PROCESS WITH THE NATIONAL MAIN STREET CENTER - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: This letter of agreement confirms the participation of the local community and the local Main Street America organization as a designated Tennessee Main Street program and participant in the national Main Street network. This designation allows the local program to participate in the training and promotional activities of the Tennessee Main Street Program, to use its name, logo and signage, to receive technical assistance and resources, to apply for Downtown Improvement grants, and to seek annual accreditation from the National Main Street Center.

ATTACHMENTS: Staff Report TN Main Street, 2024 TN Main Street Agreement

7.12. APPROVE AND AUTHORIZE THE PURCHASE OF (3) FORD POLICE INTERCEPTOR UTILITY AWD VEHICLES USING THE STATE WIDE CONTRACT FROM FORD OF MURFREESBORO IN THE AMOUNT OF \$137,946 - POLICE DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: This entire purchase of the three police interceptor vehicles, utilizing the state contract, will cost the City of Columbia \$137,946.00.

CERTIFICATION: The Chief Financial Officer certifies that \$137,946 is budgeted and unencumbered in Police Dept-Patrol - Machinery, Equipment And Auto.

ATTACHMENTS: Staff Report - Vehicle Purchase, Ford of Murfreesboro Quote, SWC209 Cnt 80356_TT Ford thru 2024

7.13. APPROVE AN AMENDED CONTRACT FOR FREEDOM HILL LAND MANAGEMENT IN THE AMOUNT OF \$54,400 FOR ADDITIONAL MOWING OF RIVERWALK PARK AND RIDLEY SPORTS COMPLEX - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Due to continued staff shortages in the Parks and Recreation Department, it was decided to amend the current contract with Freedom Hill Land Management to increase the areas of mowing in Riverwalk Park and Ridley Sports Complex for the Parks and Recreation Department with an extension of the contract and change the amount originally contracted.

CERTIFICATION: The Chief Financial Officer certifies that \$54,400 is budgeted and unencumbered in Recreation - Maintenance Shop - Maint/Repair Other.

ATTACHMENTS: Staff Report - Freedom Hill, Original Freedom Hill Contract 2022, Amended Freedom Hill Land Management Contract

7.14. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA AMERICAN LITTLE LEAGUE FOR THE 2024 SEASON - WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Columbia American Little League is requesting an annual Non-Exclusive Use Permit with the City of Columbia to use Buck Davis Field at Eva Gilbert Park for their practices and games for the 2024 season. Once approved, the permit will cover their annual facility needs.

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

ATTACHMENTS: Staff Report - American Little League, American Little League Non-Exclusive Use and Occupancy Permit w-insurance

7.15. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE MULETOWN BASEBALL LEAGUE FOR THE 2024 SEASON - WARD 3 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Mule Town Baseball League is requesting their annual Non-Exclusive Use Permit with the City of Columbia to utilize Fairview Park T-Ball Fields and the Baseball Field for the 2024 season for practices and games.

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

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

ATTACHMENTS: Staff Report - Muletown Baseball, Muletown Baseball Non-Exclusive Use and Occupancy Permit w-insurance

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

RECOMMENDATION: Approve.

INFORMATION: The Columbia Soccer Association is requesting the renewal of their annual Non-Exclusive Use and Occupancy Permit to utilize Cook Soccer Park and the Ridley Sports Complex soccer fields for the 2024 season. As in past years, in lieu of paying user fees, Columbia Soccer Association agrees to absorb expenditures to provide all turf management required to maintain the immediate playing surfaces at Cook Soccer Park; mowing, trimming, fertilization, weeding and marking fields for play. The Association will also assist with the litter pickup and janitorial upkeep as required for the restrooms and park areas near the fields. The City will maintain the park features up to the perimeter of each playing field.

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

7.17. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA GIRLS FASTPITCH ASSOCIATION FOR THE 2024 SEASON - WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Columbia Girls Fastpitch Association is requesting their annual Non-Exclusive Use Permit with the City of Columbia to utilize Ridley Sports Complex for the 2024 season for practices and games. Once approved, the permit will cover their annual facility needs.

CGFPA and the Columbia Parks and Recreation Department

amicably agree on the recommended user fees for each season. Families that express the need are eligible for discounts and CGFPA does not charge gate fees for any of their events.

ATTACHMENTS: Staff Report - Columbia Girls Fastpitch Softball, Columbia Girls Fastpitch Softball Association Non-Exclusive Use and Occupancy Permit w-insurance

8 ADMINISTRATION.

8.1. AWARD BID TO JUDY CONSTRUCTION FOR THE WASTEWATER TREATMENT PLANT EXPANSION IN AN AMOUNT NOT TO EXCEED \$95,279,796 AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT DOCUMENTS UPON THEIR COMPLETION AND REVIEW - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia accepted the proposal from Judy Construction Company to serve as the Construction Manager as Constructor for the Wastewater Treatment Plant Expansion on November 10, 2022. Amendment No. 1 is the guaranteed maximum price of \$95,279,796, the project will not exceed. The time frame of completion is expected to 48 months.

CERTIFICATION: The Chief Financial Officer certifies that \$95,279,796 will be proposed in appropriation amendment number two in Wastewater-New Wastewater Treatment Plant.

ATTACHMENTS: Staff Report Amendment No. 1-Judy Construction Co., Attachment A - ColumbiaTN_GMP_01112024_Revised, A133 Exhibit A - Amendment No. 1 - 1-2024, A133 Exhibit B-2019

8.2. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AMENDMENT NO. 2 IN THE AMOUNT OF \$1,902,250 TO THE AGREEMENT WITH JR WAUFORD & COMPANY, INC. FOR ENGINEERING SERVICES ON THE WASTEWATER TREATMENT PLANT EXPANSION, CONTRACT NO. 2111 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve

INFORMATION: The City of Columbia entered into an Engineering Services contract, No. 2111, with J.R. Wauford & Company, Inc. on May 19, 2021. Amendment No. 2 in the amount of \$1,902,250 includes engineering services during construction of the Wastewater Treatment Plant Expansion Project. Duties associated with this amendment are; Advertising and award of Construction Manager Bid Packages and Engineering services during construction.

CERTIFICATION: The Chief Financial Officer certifies that \$1,902,250 will be proposed in appropriation amendment number two in Wastewater-New Wastewater Treatment Plant.

ATTACHMENTS: Staff Report Wauford Contract No. 2111, Amendment No. 2, 2111 Amendment No. 2 WWTP Improvements, Wauford Project 2111-signed copy

8.3. REQUEST FROM MAURY COUNTY SCHOOL SYSTEM TO WAIVE APPROXIMATELY \$12,490 IN ENGINEERING FEES FOR THE BUILDING OF THE NEW ELEMENTARY SCHOOL IN COLUMBIA - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: The Maury County School System has requested the below fees and amounts be waived for the building of the new elementary school in Columbia.

Land Disturbance Fee: \$500

Site Construction Plan Review and Inspection Fee: \$5,600

Roadway Inspection Fee: \$6,390

ATTACHMENTS: Staff Report Maury County Schools, Engineering Fees Waived Request

8.4. APPROVE A ONE-YEAR RENEWAL OF AGREEMENT BETWEEN MULETOWN REC, LLC AND THE CITY OF COLUMBIA IN THE AMOUNT OF \$100,000 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: The three-year agreement between Muletown Rec, LLC and the City of Columbia expires 2/17/2024. At the 2/5/2024

City Council Strategic Planning Session, it was the consensus of City Council to extend this agreement for one year. During this time period, a due diligence study will be performed to determine the feasibility of the City purchasing and operating the facility.

It was recommended the \$100,000 annual payment to Muletown Rec, LLC would go toward the purchase price if the City does acquire the facility.

CERTIFICATION: The Chief Financial Officer certifies that \$100,000 is budgeted and unencumbered in the Insurance Fund (\$50,000), General Fund - General City Admin-Other- Professional Services (\$25,000), Sanitation-Admin-Professional Services (\$12,500) and Wastewater Fund-Treatment Plant- Professional Services (\$12,500).

ATTACHMENTS: Staff Report Muletown Rec, Muletown Rec Original Agreement

9 RESOLUTIONS.

9.1. RESOLUTION NO. 24-04 – A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO APPLY FOR TENNESSEE HOUSING DEVELOPMENT AGENCY HOME GRANT PROGRAM FUNDS IN THE AMOUNT NOT TO EXCEED \$750,000 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 24-04.

INFORMATION: The Tennessee Housing Development Agency (THDA) administers the HOME Grant Program. The program is funded by federal funds administered by the U.S. Department of Housing and Urban Development (HUD).

The purpose of the HOME program is to promote the production, preservation, and rehabilitation of affordable single-family housing for low-income households. The City proposes to use awarded funds for eligible home rehabilitation and repair. If funds are awarded, the City will solicit applications from Columbia residents to identify eligible homeowners. Applicants will be evaluated per THDA/HUD guidelines. To be eligible for HOME funded repairs and improvements, any residence selected for HOME Grant improvements must meet all

residential building code requirements at the close out of the project.

The grant proposal requests the maximum eligible amount, not to exceed \$750,000. There is no local match required for the program. HOME Grant funds reimburse the grantee for eligible expenditures after funds are spent.

Applications for the HOME program must be received by THDA on or before 4:00 PM CST on Thursday, February 29, 2024. THDA anticipates notifying successful applicants in May or June.

CERTIFICATION: The Chief Financial Officer certifies that \$750,000 in General Fund proceeds are available to be proposed to be budgeted in a forthcoming appropriation amendment if grant funds are awarded to the City.

ATTACHMENTS: Staff Report - Resolution No 24-04, Resolution No 24-04

9.2. RESOLUTION NO. 24-05 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 24-05.

INFORMATION: The City Recorder is presenting tax corrections through 1/19/2024 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 24-05, RESOLUTION NO 24-05, 2-2024 Tax Corrections, Resolution No. 24-05 Exhibit A

10 ORDINANCES.

10.1.2ND CONSIDERATION ON ORDINANCE NO. 4487 - AN ORDINANCE TO AMEND ORDINANCE NO. 4176 AS AMENDED BY ORDINANCE NO. 4390, TO AMEND THE CONNECT COLUMBIA PLAN REGARDING THE FRAMEWORK, LAND USE, PARKS AND GREENWAYS, TRANSPORTATION AND ACCESS MANAGEMENT PLANS FOR THE CITY OF COLUMBIA, TENNESSEE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4487 on second consideration.

INFORMATION: With changes and time, amendments to Connect Columbia, the comprehensive plan, are needed. In 2023, Staff assembled a Steering Committee and conducted public outreach opportunities, seeking guidance from leaders and stakeholders for the purpose of presenting the attached update. The Planning Commission reviewed this request at the November 8, 2023 meeting with a recommendation of approval by a vote of six to zero.

ATTACHMENTS: Staff Report Ordinance No. 4487, Ordinance No. 4487, Ordinance No. 4487 - Exhibit "A" Overall, Ordinance No. 4487 - Exhibit "A" Appendix One_2018_Parks and Greenways Plan , Ordinance No. 4487 - Exhibit "A" Appendix Two_2022 Access Management, Future Land Use Map (FLUM)_11-8-2023, FLUM to Zoning Matrix 11-8-2023, Area_of_Change_11-8-2023, SpecialAreas_11-8-2023, Staff Presentation Notes 11-8-2023, Transportation Map1, Transportation Map2, Transportation Map3, Transportation Map4, Transportation Map5.

10.2. 1ST CONSIDERATION ORDINANCE NO. 4493 - AN ORDINANCE AMENDING TITLE 18, CHAPTER 1, SECTION 18-103(2) OF THE COLUMBIA MUNICIPAL CODE BY DELETING SUCH SECTION IN ITS ENTIRETY AND SUBSTITUTING A NEW SECTION 18-103(2) WITH REFERENCE TO SEWER SERVICE CHARGE AND ESTABLISH MARCH 14, 2024 AS THE DATE OF PUBLIC HEARING - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4493 on first consideration and establish March 14, 2024 as the date of Public Hearing.

INFORMATION: In May 2021, the City Council unanimously voted to approve a \$2.4 million agreement with J.R. Wauford & Company to begin preliminary engineering for the new Wastewater Treatment Plant (WWTP). Judy Construction was hired in January 2023 as construction manager at-risk, or CMAR, to contribute practical construction expertise to the plant design process. Design is complete and Judy Construction has provided a maximum guaranteed price (GMP) for the new WWTP per the January 2023

agreement. The GMP plus estimated totals \$95,279,796, the total maximum price to construct the new plant. Additionally, construction inspection and administration by J.R. Wauford will cost \$1,902,250 for an estimated construction timeline of 48 months.

To finance the new WWTP, \$20 million is recommended to be funded using existing sewer fund resources, including \$10 million in reserves and \$10 million in ARPA federal assistance funds. The City would issue bonds for the remaining \$77 million required to finance plant construction. The city's Financial Advisor with Raymond James ran a scenario assuming issuing \$77 million in debt over 30 years at approximately 4.12% interest rate. Based on this scenario, annual debt service payments would total approximately \$4.6 million per year. A sewer rate increase is proposed to finance proposed debt service.

Using the rate proposed in Ordinance No. 4493, the average sewer bill (assuming a family of four that uses approximately 5,000 gallons per month) would increase their monthly bill from \$39.49 to \$53.74, or an increase totaling \$14.25 per month. The last sewer fee increase was 2011.

ATTACHMENTS: Staff Report - Ordinance No 4493, Ordinance No 4493

10.3.1ST CONSIDERATION OF ORDINANCE NO. 4494 - AN ORDINANCE TO AMEND ORDINANCE NO. 4176, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE LAND USE DESIGNATION FOR TAX MAP 89 PARCEL 21, LOCATED AT 200 OAKWOOD DRIVE, FROM SUBURBAN CORRIDOR TO SUBURBAN NEIGHBORHOOD AND ESTABLISH MARCH 14, 2024 AS THE DATE OF PUBLIC HEARING - WARD 2 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4494 on first consideration and establish March 14, 2024 as the date of Public Hearing.

INFORMATION: The applicant is requesting a Future Land Use amendment in order to rezone the property to CD-3 for the concept of

single-family residential development. The current designation of Suburban Corridor supports more intense zoning of CD-4C which has the density of 24 units per acre. Suburban Neighborhood would support the CD-3 Neighborhood Character District. The Planning Commission reviewed this request at the January 10, 2024 meeting and recommended approval with a vote of five to zero.

ATTACHMENTS: Staff Report Ordinance No 4494, Ordinance No 4494, Ordinance No 4494-4495 Exhibit A, Ordinance No 4494 - Exhibit B, Ordinance No 4494 - Staff Report

10.4.1ST CONSIDERATION OF ORDINANCE NO. 4495 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 89 PARCEL 21 LOCATED AT 200 OAKWOOD DRIVE, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) AND ESTABLISH THE DATE OF MARCH 14, 2024 AS THE DATE OF PUBLIC HEARING - WARD 2 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4495 on first consideration and establish March 14, 2024 as the date of Public Hearing.

INFORMATION: The applicant is requesting to rezone the property from CD-3L (Neighborhood Large Lot Character District) the CD-3 (Neighborhood Character District). The concept is for single-family residential development on the 57 acre parcel. The Planning Commission reviewed this request at the January 10, 2024 meeting and recommended approval with a vote of five to zero.

ATTACHMENTS: Staff Report Ordinance No 4495, Ordinance No 4495, Ordinance No 4494-4495 Exhibit A, Ordinance No 4495 - Exhibit B, Ordinance No 4495 Concept Plan, Ordinance No 4495 - Staff Report

10.5.1ST CONSIDERATION OF ORDINANCE NO. 4496 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100D GROUP E PARCEL 9

LOCATED AT 807 ATHENAEUM STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND ESTABLISH THE DATE OF MARCH 14, 2024 AS THE DATE OF PUBLIC HEARING - WARD 2 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4496 on first consideration and establish March 14, 2024 as the date of Public Hearing.

INFORMATION: The applicant is requesting to rezone the property from CD-3 to CD-4. This property has an existing single-family home and is within the Athenaeum Historic District overlay. The CD-4 zoning district allows for multiple uses, however the concept plan is to use the existing structure as a law office. The Planning Commission reviewed this request at the January 10, 2024 meeting and recommended approval by a vote of five to zero.

ATTACHMENTS: Staff Report Ordinance No 4496, Ordinance No 4496, Ordinance No 4496 - Exhibit A, Ordinance No 4496 - Exhibit B, Ordinance No 4496 Concept, Ordinance No 4496 - Staff Report, Ordinance No 4496 - APTA_Letter, Ordinance No 4496 - Williams Letter, Ordinance No 4496 - Young email, Ordinance No 4496 - B_Moon_Email

10.6.1ST CONSIDERATION OF ORDINANCE NO. 4497 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING ARTICLES 8.3.6 AND 8.5.15 INCLUDING ANY SCRIVENER ERRORS THROUGHOUT THE SAME AND ESTABLISHING MARCH 14, 2024 AS THE DATE OF PUBLIC HEARING - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4497 on first consideration and establish March 14, 2024 as the date of Public Hearing.

INFORMATION: Zoning Ordinance 4400 was adopted July 2022. Over the past eighteen months since adoption, certain items and areas have been identified needing correction, revision or improvement for applicability. Sections and Articles will start to be

presented in 2024 for these to be reviewed and/or addressed. The attached revisions include an update to Architectural Design Review under Articles 8.3.6 and 8.5.15, along with simple editorial corrections. The Planning Commission reviewed this request at the January 10, 2024 meeting and recommended approval by a vote of four to zero.

ATTACHMENTS: Staff Report for Ordinance No 4497, Ordinance No 4497, Ordinance No 4497 - Exhibit A, Ordinance No 4497 - Staff Report

10.7. 1ST CONSIDERATION OF ORDINANCE NO. 4498 TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL AND WASTEWATER FUNDS AND ESTABLISHING MARCH 14, 2024 AS THE DATE OF PUBLIC HEARING - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4498 on first consideration and establish the date of March 14, 2024 as the date of Public Hearing.

INFORMATION: The proposed ordinance is the third 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:

- Budget \$150,000 for Phase II of the Army Core of Engineers Study,
- Budget \$97,182,046 for new Wastewater Treatment Plant project.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2024 by \$97,332,046 to \$201,154,063.

ATTACHMENTS: Staff Report Ordinance No. 4498, Ordinance No 4498, Ordinance No 4498 Supporting Documentation, Ordinance No 4498 FY 2024 Budgeted Expenditure Summary

11 OTHER BUSINESS.

12 EXECUTIVE SESSION.

13 ADJOURNMENT.

14 UPCOMING EVENTS.

**14.1. MONDAY, FEBRUARY 12, 2024, 3:00 PM: FIRE STATION ONE
GROUNDBREAKING**

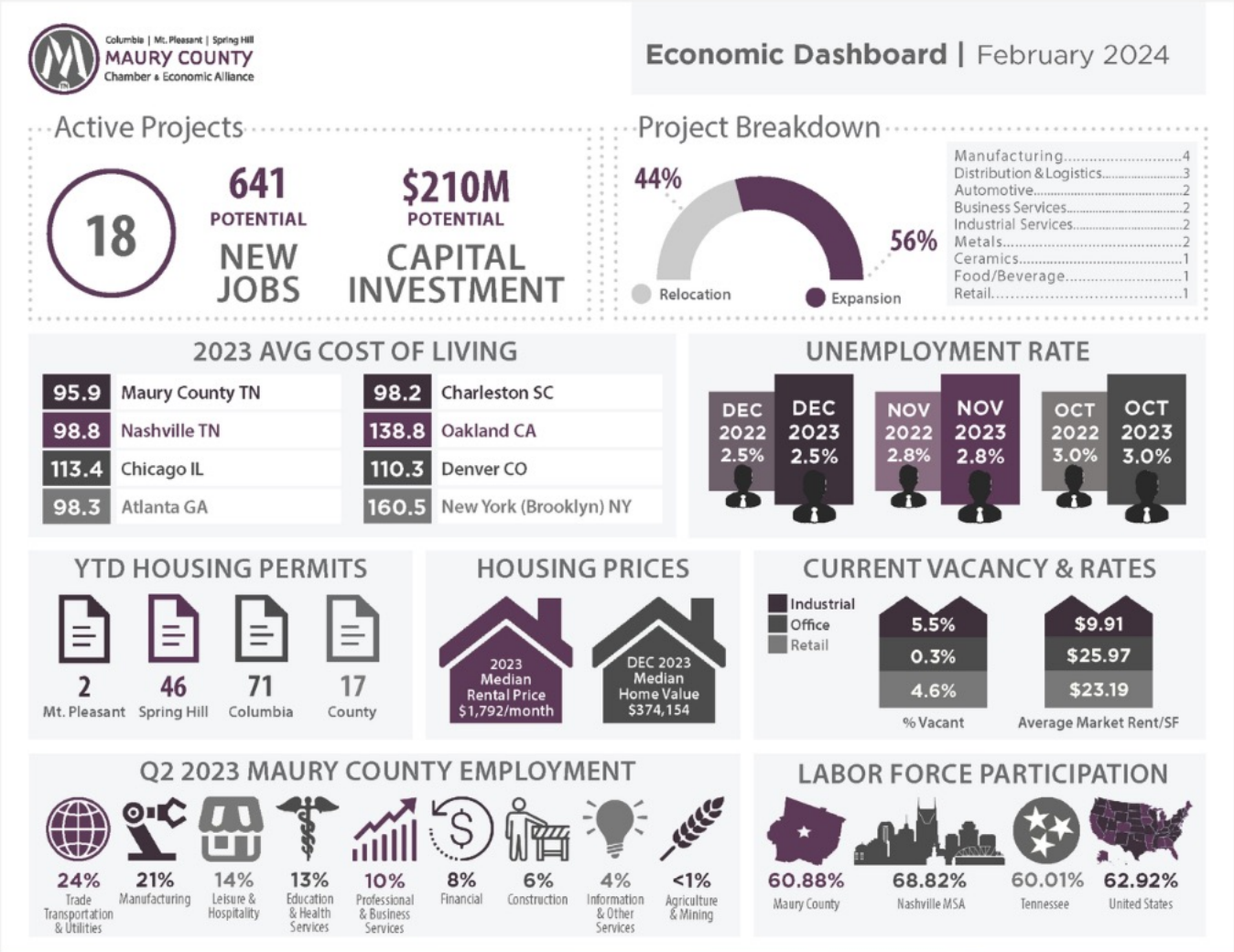
CITY OF COLUMBIA QUARTERLY UPDATE

FEBRUARY 2024



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

ECONOMIC DEVELOPMENT DASHBOARD



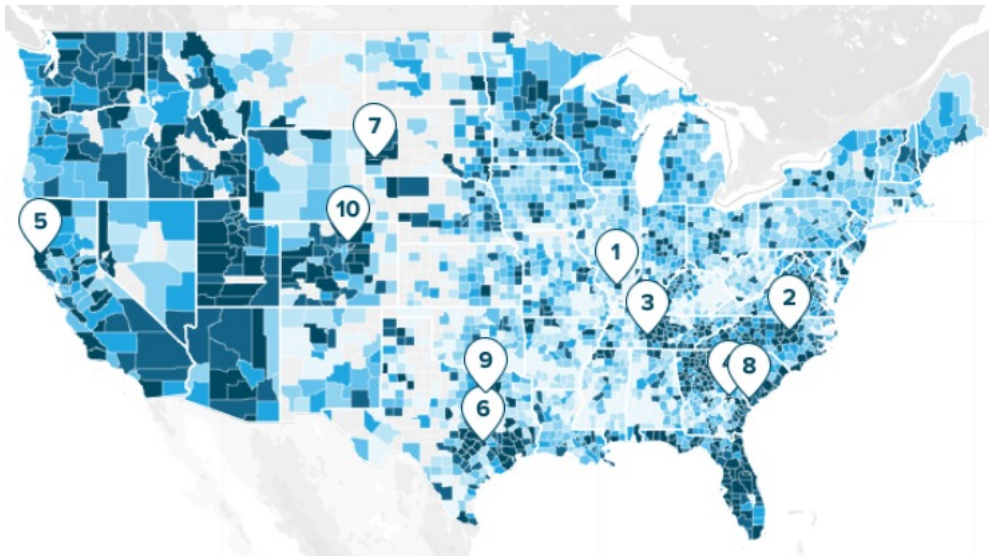
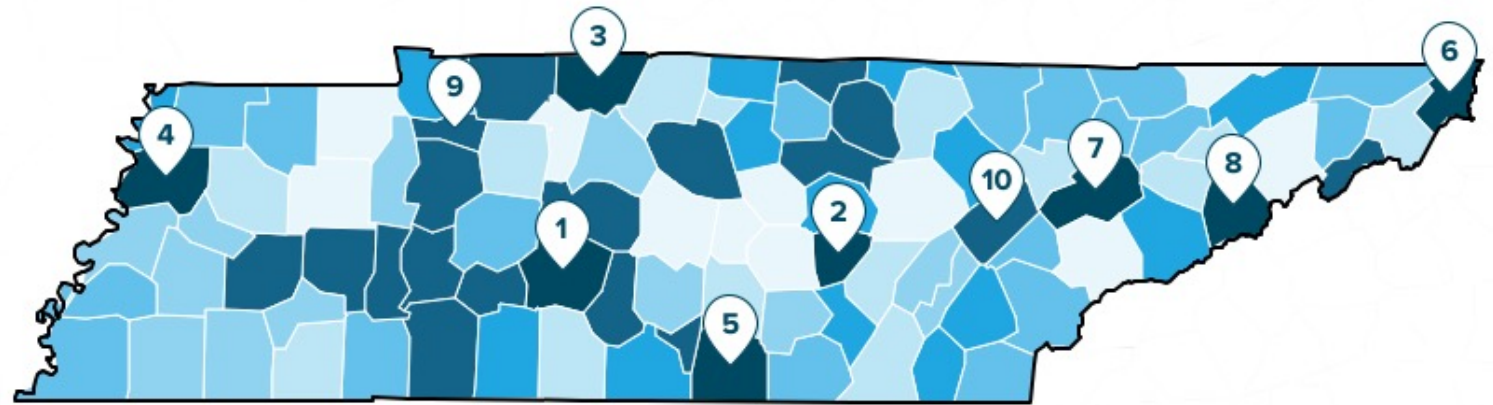
MAURY COUNTY #1 IN ALL 4 SMARTASSET CATEGORIES

#1 New Business Growth

#1 GDP Growth

#1 Building Permits

#1 Incoming Investment



#3 for Incoming Investment in the US

#7 for Business Growth in the US



2024 PLAN OF WORK | Key Priorities

DEVELOP	CONNECT	IMPACT	GROW
Develop our local economy and community	Connect our stakeholders with opportunities for growth	Impact our community in a meaningful way	Grow our organizational resources and influence
Continued focused recruitment within our Strike Zone Continued advancement of Align Maury Continued focus on site development Assist communities with infrastructure needs Complete final strategic Advance Maury goals	Enhance our transformational programing Continue to hone our networking programs Further engage and grow Ambassador program Support the community's entrepreneurial ecosystem Strengthen relationships with our stakeholders	Drive meaningful support for public education Expand our focus on transformational over transactional activity Inform our stakeholders of local/state election opportunities Advocate for issues impacting the business community Proactively tell the story of our organizational impact	Plan and execute our next ED Capital Campaign Strategically grow our team and create a strong company culture Strategically grow our chamber membership Evaluate our dues-structure Explore new non-dues revenue sources Explore full integration of Leadership Maury into our organization
			

MISSION
The Mission of the
Maury County Chamber and
Economic Alliance is to facilitate
business opportunities for
Chamber members and create
job growth through economic
development initiatives.

January 11, 2024 - 5:30 PM

PUBLIC HEARINGS

Item 1. - PUBLIC HEARING ON ORDINANCE NO. 4485 (AS AMENDED) - AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL AND CAPITAL PROJECTS FUNDS

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

There being no one present for the Public Hearing on Ordinance No. 4485, Council Member Greene moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 2. - PUBLIC HEARING ON ORDINANCE NO. 4487 - AN ORDINANCE TO AMEND ORDINANCE NO. 4176 AS AMENDED BY ORDINANCE NO. 4390, TO AMEND THE CONNECT COLUMBIA PLAN REGARDING THE FRAMEWORK, LAND USE, PARKS AND GREENWAYS, TRANSPORTATION AND ACCESS MANAGEMENT PLANS FOR THE CITY OF COLUMBIA, TENNESSEE

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

Ms. Chrissy Paul came forward to speak. She resides at 1748 Bear Creek Pike and is additionally representing the residents located at 1768, 1770 and 1774 Bear Creek Pike. She is asking that these residences be included in the new comprehensive plan and zoned as suburban neighborhood. They are currently zoned as rural transition, which only allows for 1 home per acre. This negatively impacts their property value as the surrounding properties are being developed, and their property under the current zoning is not attractive to developers.

Council Member Coleman moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

January 11, 2024 - 5:30 PM

CALL TO ORDER/ROLL CALL

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

INVOCATION BY JASON CADDY, COLUMBIA GRACE CHURCH OF THE NAZARENE

PLEDGE OF ALLEGIANCE

Council Member DaVena Hardison led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

All Council Members present voted aye.

PRESENTATIONS

ORGANIZATIONAL BUSINESS

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

Council Member Greene moved to approve the minutes of the December 14, 2023 City Council Meeting. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 6.2. - **PRESENTATION OF RETIREMENT PLAQUE BY MAYOR MOLDER TO SHARON HOWELL, ACCOUNTING TECHNICIAN II, CITY RECORDER**

Mayor Molder moved to approve the retirement benefits for Sharon Howell. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Mayor Molder presented Sharon with a retirement plaque and thanked her for her years of service. Thad Jablonski expressed his thanks to Sharon. Sharon said that her career with the city has meant as much to her as her family.

Item 6.3. - **APPROVE THE RETIREMENT BENEFITS FOR CLIFFORD JONES, SANITATION OPERATOR 2, PUBLIC WORKS DEPARTMENT**

January 11, 2024 - 5:30 PM

Council Member Marshall moved to approve the retirement benefits for Clifford Jones. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 6.4. - APPROVE THE MAYOR'S APPOINTMENT OF JAMES C. SLOAN TO THE CITY OF COLUMBIA MUNICIPAL PLANNING COMMISSION FOR A TERM BEGINNING JANUARY 11, 2024, AND EXPIRING ON MAY 14, 2026.

Council Member Greene moved to approve the appointment of James C. Sloan to the City of Columbia Municipal Planning Commission beginning January 11, 2024, and expiring on May 14, 2026. Council Member Coleman seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

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

All Council Members present voted aye.

Item 7.1. - APPROVE DISBURSEMENTS FOR THE MONTH OF NOVEMBER 2023 IN THE AMOUNT OF \$4,966,065.43

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

Item 7.3. - APPROVE A REIMBURSEMENT IN THE AMOUNT OF \$92,700 TO CHARLES RAINES AND JD EATHERLY FOR HONEY FARMS SUBDIVISION, PHASE 2, SECTION 10A

Item 7.4. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN MAURY REGIONAL HEALTH AND THE CITY OF COLUMBIA TO ENSURE ORGANIZED, PROMPT AND EFFICIENT EMERGENCY MEDICAL RESPONSE WITHIN THE CORPORATE LIMITS OF THE CITY OF COLUMBIA, TENNESSEE

Item 7.5. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A 5 (FIVE) YEAR LEASE AGREEMENT BETWEEN BIBLE BROADCASTING NETWORK (BBN) AND THE CITY OF COLUMBIA ALLOWING THE INSTALLATION AND OPERATION OF EQUIPMENT TO RECEIVE AND TRANSMIT SIGNALS ON THE TOWER LOCATED AT 501 RESERVOIR HILL ROAD

Item 7.6. - RATIFY AND APPROVE THE EMERGENCY PROCUREMENT OF TEMPORARY HOUSING FOR FIRE STATION NO. 1 REMODEL IN THE AMOUNT OF \$81,548.31

January 11, 2024 - 5:30 PM

ADMINISTRATION

RESOLUTIONS

Item 9.1. - **RESOLUTION NO. 24-01 – A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN HONEY FARMS SUBDIVISION, PHASE 2, SECTION 8 FOR OWNERSHIP AND MAINTENANCE.**

Council Member Coleman moved to approve Resolution No. 24-01. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.2. - **RESOLUTION NO. 24-02 - TAX CORRECTIONS**

Council Member Marshall moved to approve Resolution No. 24-02. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.3. - **RESOLUTION NO. 24-03 - A RESOLUTION TO RATIFY AUTHORIZATION OF THE CITY OF COLUMBIA TO APPLY FOR THE STATE OF TENNESSEE HISTORICAL COMMISSION FEDERAL HISTORIC PRESERVATION FUND IN THE AMOUNT NOT TO EXCEED \$27,000**

Council Member Greene moved to approve Resolution No. 24-03. Council Member Marshall seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - **2ND CONSIDERATION OF ORDINANCE NO. 4485 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL AND CAPITAL PROJECTS FUNDS**

Council Member Greene moved to approve Ordinance No. 4485 (as amended) on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.2. - **2ND CONSIDERATION OF ORDINANCE NO. 4488 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2022 DELINQUENT PROPERTY TAXES**

Council Member Marshall moved to approve Ordinance No. 4488 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

January 11, 2024 - 5:30 PM

Item 10.3. - 2ND CONSIDERATION OF ORDINANCE NO. 4489 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2020, 2021 and 2022 DELINQUENT PERSONAL PROPERTY TAXES

Council Member Marshall moved to approve Ordinance No. 4489 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 10.4. - 2ND CONSIDERATION OF ORDINANCE NO. 4490 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2022 DELINQUENT SPECIAL ASSESSMENTS

Council Member Greene moved to approve Ordinance No. 4490 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.5. - 1ST CONSIDERATION ON ORDINANCE NO. 4487 - AN ORDINANCE TO AMEND ORDINANCE NO. 4176 AS AMENDED BY ORDINANCE NO. 4390, TO AMEND THE CONNECT COLUMBIA PLAN REGARDING THE FRAMEWORK, LAND USE, PARKS AND GREENWAYS, TRANSPORTATION AND ACCESS MANAGEMENT PLANS FOR THE CITY OF COLUMBIA, TENNESSEE

Council Member Greene moved to approve Ordinance No. 4487 on first consideration and establish the date of February 8, 2024 as the date of Public Hearing. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 10.6. - 1ST CONSIDERATION ON ORDINANCE NO. 4491 - 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-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) AND ESTABLISH FEBRUARY 8, 2024 AS THE DATE OF PUBLIC HEARING - WARD 2

Susan Shuff, (adjacent property owner), read a statement of opposition referencing a dangerous s-curve in the road and railroad crossing. She also presented a historical record of accidents, noting that there are many unreported accidents. Mrs. Shuff stated that changing the zoning will add to the safety issue that already exists, and asks for a no vote.

Darryl Shuff read a statement of opposition that referenced the greenbelt status, two nearby active agricultural properties and a traffic impact study. Mr. Shuff asked that a realignment of Cayce Lane take place before a zoning change.

Jennifer Paraschack read a statement of opposition that included flooding and road safety concerns. She asked anyone present that is opposed to the rezoning to

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stand. Approximately 15 people stood up.

Mr. Gerald Vick, the developer, was present and answered several questions presented by Council.

Mayor Molder asked Development Services Director Keltner to clarify the proposed zoning. Director Keltner stated the current zoning is 1 home per acre, and the new zoning will be 2 single family homes per acre. Mayor Molder asked about the traffic study that was completed. Director Keltner stated that the city does not require a traffic study unless more than 75 dwelling units are being added; however the Planning Commission did ask the developer to complete a traffic study and safety audit until later in the process. The developer complied with this request, and he has agreed to make some of the suggested improvements.

Council Member Marshall asked if the developer will be able to get 61 lots in the area with a play ground space. Director Keltner stated he believe that is may be closer to 58 units, but not a loss of 10 units.

Council Member Hardison asked if the traffic study addressed any issues related to the railroad. Director Keltner said it did not.

Council Member Coleman motioned to approve Ordinance No. 4491. The motion died without a second.

Council Member Greene moved to Deny Ordinance No. 4491 due to adverse traffic impacts. Council Member Hardison seconded the motion.

Council Member Coleman noted that the traffic study, the safety audit and the comprehensive plan are all in support of this zoning change. If this ordinance is approved, then two out of the three recommended improvements from the traffic study and safety audit would be completed at the developers expense. If the ordinance is denied, those improvements will not be done... or would be done, but at the city's expense.

Mayor Molder noted that issues surrounding growth are never easy, and that this was approved by the Planning Commission. Mayor Molder said that a sign of good growth is when both sides walk away a little unhappy. In this instance, the developer initially wanted more homes, which was denied. The developer made a compromise with this new proposal of fewer homes. Mayor is opposed to the motion to deny this ordinance.

All members present voted aye with the exception of Council Member Coleman, Vice Mayor McBroom, Mayor Molder who all voted no. The motion to Deny Passed with a vote of 4-3.

January 11, 2024 - 5:30 PM

OTHER BUSINESS

Mayor Molder mentioned that the new year is bringing new improvement projects to the city - Fire Station 1 remodel is underway and the Parking Garage improvements will begin later in January.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Council Member Greene moved to adjourn the meeting. Council Member Coleman seconded the motion. All members present voted aye. The meeting adjourned at 06:20 PM.

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 RONNY SHEETER, BUILDING AND GROUNDS MAINTENANCE, PARKS AND RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Ronny Sheeter has been an employee of the City of Columbia for 22 years. His effective retirement date is February 23, 2024 with pension payments to begin on March 1, 2024.

ATTACHMENTS: *None.*

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING DECEMBER 31, 2023

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	3,842,350.63	744,132.33	1,617,423.97	1,480,794.33
Sanitation Fund	272,562.33	45,072.56	93,461.21	134,028.56
Wastewater Fund	2,386,447.50	83,541.18	202,982.80	2,099,923.52
Street & Transportation Fund				-
State Street Aid	21,906.83			21,906.83
Drug Fund	2,130.14			2,130.14
Debt Service Fund	148,156.25			148,156.25
Capital Projects Fund	270,757.73			270,757.73
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	812,017.64	689,616.93		122,400.71
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board	72,197.35			72,197.35
	\$ 7,828,526.40	\$ 1,562,363.00	\$ 1,913,867.98	\$ 4,352,295.42

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 12/1/2023 - 12/31/2023**

GENERAL FUND

PAGE 1

133610	12/1/2023	Henderson, Hutcherson & McCullough	\$3,162.00
133611	12/1/2023	Corey Stanage	\$149.00
133612	12/1/2023	Darrell Freeman	\$149.00
133613	12/5/2023	Mitchell's West Nashville Wrecker Service	\$6,375.00
133614	12/7/2023	Ace Hardware	\$65.73
133615	12/7/2023	Columbia Power & Water Systems	\$28,279.71
133616	12/7/2023	Jones & Lang Sporting Goods	\$240.00
133617	12/7/2023	Communications Services, Inc.	\$150.00
133618	12/7/2023	Morgan Brothers Electric Inc	\$798.89
133619	12/7/2023	Ted's Sporting Goods	\$384.89
133620	12/7/2023	Tn Dept Of Revenue	\$524.14
133621	12/7/2023	Maury Co United Way	\$449.00
133622	12/7/2023	John Bouchard & Sons Co Inc	\$321.00
133623	12/7/2023	NAFECO Inc	\$688.02
133624	12/7/2023	Stoltz Printing Co	\$79.50
133625	12/7/2023	Turner & Osborne Tire Co	\$18.22
133626	12/7/2023	Duck River Electric	\$99.70
133627	12/7/2023	Auto Trim Design	\$1,790.00
133628	12/7/2023	Public Entity Partners	\$35,541.11
133629	12/7/2023	BSN Sports, LLC	\$638.97
133630	12/7/2023	David's Lock & Key Inc	\$338.70
133631	12/7/2023	Public Entity Partners	\$301.67
133632	12/7/2023	Rogers Group Inc	\$1,605.45
133633	12/7/2023	Dell Marketing L P	\$17,787.37
133634	12/7/2023	Robert J Young Company LLC	\$197.52
133635	12/7/2023	Tennessee Electrical Inc	\$2,932.00
133636	12/7/2023	Break Time Services	\$126.50
133637	12/7/2023	Bassham Excavating Inc	\$14,500.00
133638	12/7/2023	Best Cleaners	\$522.61
133639	12/7/2023	Local Government Corporation	\$1,200.00
133640	12/7/2023	Vulcan Materials Co	\$735.17
133641	12/7/2023	Unum Life Insurance Co Of Amer	\$2,469.80
133642	12/7/2023	State Of TN Attn: Lily White	\$209.00
133643	12/7/2023	State Of TN Dept Of Revenue	\$19.00
133644	12/7/2023	Columbia Firefighter Assn	\$475.00
133645	12/7/2023	Brindlee Mountain Fire Apparatus	\$70.67
133646	12/7/2023	Parman Energy Group LLC	\$1,565.55
133647	12/7/2023	Kimley-Horn & Associates, Inc	\$5,586.00
133648	12/7/2023	Mutual Of Omaha	\$12,840.17
133649	12/7/2023	Columbia Garage Doors	\$130.00
133650	12/7/2023	D & D Towing & Recovery	\$900.00
133651	12/7/2023	Tri Star Energy	\$13,403.46
133652	12/7/2023	Atmos Energy	\$851.73
133653	12/7/2023	Preventia Security	\$392.85
133654	12/7/2023	NITV Federal Services	\$137.02
133655	12/7/2023	Daily Herald (Ads)	\$1,482.12
133656	12/7/2023	Eye In The Sky	\$57,470.71
133657	12/7/2023	SRM Concrete	\$2,245.00
133658	12/7/2023	United Waste Haulers Of TN LLC	\$227.75
133659	12/7/2023	Volkert Inc	\$4,305.00
133660	12/7/2023	Eagle Machine	\$1,100.00
133661	12/7/2023	Choice Screening	\$300.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 12/1/2023 - 12/31/2023**

GENERAL FUND

PAGE 2

133662	12/7/2023	WES Engineers & Surveyors	\$1,200.00
133663	12/7/2023	Combined Insurance, a Chubb Company	\$1,007.26
133664	12/7/2023	Certified Languages International	\$240.70
133665	12/7/2023	Cintas Corporation #241	\$649.91
133666	12/7/2023	Fire Storm	\$1,853.04
133667	12/7/2023	Colonial Life	\$6,123.65
133668	12/7/2023	Simpleview, LLC	\$37.50
133669	12/7/2023	Maury County 911	\$28,500.38
133670	12/7/2023	Firstnet Services Provided By AT&T Mobility	\$1,602.78
133671	12/7/2023	Verizon Wireless 01	\$177.56
133672	12/7/2023	Verizon Wireless 03	\$41.89
133673	12/7/2023	Verizon Wireless 04	\$2,762.06
133674	12/7/2023	William C Hargrove	\$3,300.00
133675	12/7/2023	Reach Technologies	\$276.22
133676	12/7/2023	Swift Repairs	\$648.90
133677	12/7/2023	Lonnie Cobb Ford	\$43,278.00
133678	12/7/2023	Linda J Allen	\$75.00
133679	12/7/2023	Craig Farms & Irrigation LLC	\$480.00
133680	12/7/2023	Path Company LLC	\$40,650.00
133681	12/7/2023	Adient US LLC	\$14.00
133682	12/7/2023	Virtual Academy	\$2,651.25
133683	12/7/2023	Verizon Connect	\$322.15
133684	12/7/2023	Freedom Hill Land Management	\$5,753.15
133685	12/7/2023	T-Mobile	\$129.58
133686	12/7/2023	Verizon	\$3,152.63
133687	12/7/2023	Melvin Morris	\$75.00
133688	12/7/2023	Habitat for Humanity (Williamson-Maury)	\$124.00
133689	12/7/2023	Dominion Window Washing	\$40.00
133690	12/7/2023	Lamar Companies	\$3,375.00
133691	12/7/2023	Southeastern Shirt Corp.	\$1,287.30
133692	12/7/2023	Wells Fargo Financial Leasing, Inc	\$365.80
133693	12/7/2023	Maury Regional Medical Group	\$947.00
133694	12/7/2023	DocuPhase LLC	\$7,406.91
133695	12/7/2023	Vicki Benson	\$75.00
133696	12/7/2023	Tyler Technologies, Inc	\$2,800.00
133697	12/7/2023	Vigilant Solutions, LLC	\$28,922.28
133698	12/7/2023	Siddons-Martin Emergency Group LLC	\$6,196.30
133699	12/7/2023	Auto Glass Now	\$978.78
133700	12/7/2023	Lifestyle Publications, LLC	\$1,440.00
133701	12/7/2023	MGM - Mike Gibson	\$13,558.00
133702	12/7/2023	Eugene Berry	\$150.00
133703	12/7/2023	Pro Train Inc	\$2,247.00
133704	12/7/2023	Georgia A Martin	\$75.00
133705	12/7/2023	Adobe Inc.	\$1,955.40
133706	12/7/2023	Juan Garcia	\$737.00
133707	12/7/2023	David J Gleyze	\$75.00
133708	12/7/2023	Susan K McIntosh	\$75.00
133709	12/12/2023	Farmers Family Restaurant	\$5,250.00
133710	12/12/2023	Tracy Latham	\$600.00
133711	12/15/2023	AFLAC-Amer Family Life Assurance Co	\$199.64
133712	12/15/2023	City Of Col Employees Retireme	\$184,727.27
133713	12/15/2023	Columbia Power & Water Systems	\$7,916.20

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 12/1/2023 - 12/31/2023**

GENERAL FUND

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133714	12/15/2023	Daily Herald (Subscription)	\$151.20
133715	12/15/2023	Maury Co United Way	\$449.00
133716	12/15/2023	Public Entity Partners	\$26,451.01
133717	12/15/2023	AT&T	\$1,456.92
133718	12/15/2023	AT&T	\$71.03
133719	12/15/2023	Mail Call	\$2,043.95
133720	12/15/2023	Tops Business Systems	\$175.01
133721	12/15/2023	Complete Forms Supply Co LLC	\$870.00
133722	12/15/2023	Rogers Group Inc	\$1,585.84
133723	12/15/2023	Dell Marketing L P	\$2,688.32
133724	12/15/2023	NexAir LLC	\$40.58
133725	12/15/2023	Short Services Group dba Landscape Management Co	\$4,106.45
133726	12/15/2023	Break Time Services	\$120.00
133727	12/15/2023	Best Cleaners	\$465.25
133728	12/15/2023	Impressions	\$20.00
133729	12/15/2023	Southern Software Inc	\$1,693.00
133730	12/15/2023	Columbia Firefighter Assn	\$475.00
133731	12/15/2023	Better Business Solutions	\$531.75
133732	12/15/2023	City Of Col Tn Retirement	\$24,191.14
133733	12/15/2023	Tri Star Energy	\$3,986.88
133734	12/15/2023	CPWS - Broadband	\$600.00
133735	12/15/2023	Atmos Energy	\$1,704.76
133736	12/15/2023	AT&T	\$159.19
133737	12/15/2023	Cintas Corporation #241	\$1,351.94
133738	12/15/2023	Henderson, Hutcherson & McCullough	\$4,739.60
133739	12/15/2023	Waypoint Business Solutions	\$40,637.63
133740	12/15/2023	MissionSquare Retirement	\$250.00
133741	12/15/2023	Reach Technologies	\$235.31
133742	12/15/2023	Linda L Albert	\$75.00
133743	12/15/2023	Southern Duplicating of Middle Tennessee	\$667.05
133744	12/15/2023	Waynes Pest Control	\$175.00
133745	12/15/2023	Leia Smith	\$64.19
133746	12/15/2023	Charter Communications	\$1,099.00
133747	12/15/2023	Home American Mortgage Corp	\$103.00
133748	12/15/2023	Larry M Roe, Jr., Clerk & Master	\$9.50
133749	12/15/2023	Pamela Barnes	\$640.00
133750	12/15/2023	Reba L Anderson	\$75.00
133751	12/15/2023	Karen Brown	\$75.00
133752	12/15/2023	Linda J Papero	\$75.00
133753	12/15/2023	FMCNA	\$42.09
133754	12/19/2023	AFLAC-Amer Family Life Assurance Co	\$116.30
133755	12/19/2023	Morgan Brothers Electric Inc	\$1,448.95
133756	12/19/2023	Roto-Rooter	\$530.00
133757	12/19/2023	Auto Trim Design	\$529.90
133758	12/19/2023	TN Dept of Labor & Workforce	\$55.00
133759	12/19/2023	Complete Forms Supply Co LLC	\$198.05
133760	12/19/2023	Dell Marketing L P	\$8,185.72
133761	12/19/2023	Break Time Services	\$96.25
133762	12/19/2023	D & D Towing & Recovery	\$175.00
133763	12/19/2023	Tri Star Energy	\$6,708.75
133764	12/19/2023	NITV Federal Services	\$10,400.50
133765	12/19/2023	Brookmeade Hardware & Supply	\$119.40

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 12/1/2023 - 12/31/2023**

GENERAL FUND

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133766	12/19/2023	Chrysler Dodge Jeep Ram of Columbia	\$86,703.50
133767	12/19/2023	BMC Portable Storage	\$12,660.00
133768	12/19/2023	Certified Languages International	\$100.05
133769	12/19/2023	Cintas Corporation #241	\$51.93
133770	12/19/2023	Fire Storm	\$8,400.00
133771	12/19/2023	Bradley Arant Boult Cummings	\$173.25
133772	12/19/2023	US Travel Association	\$1,100.00
133773	12/19/2023	CrowdRiff Inc.	\$9,000.00
133774	12/19/2023	Apparel Masters of Tennessee	\$817.20
133775	12/19/2023	Swift Repairs	\$2,990.85
133776	12/19/2023	Corelogic Centralized Refunds	\$14,760.00
133777	12/19/2023	Waynes Pest Control	\$1,025.00
133778	12/19/2023	Visual Media Co LLC	\$600.00
133779	12/19/2023	City of Col Petty Cash	\$200.00
133780	12/19/2023	Lamar Companies	\$1,125.00
133781	12/19/2023	AT&T (Fiber Optics)	\$132.68
133782	12/19/2023	Siddons-Martin Emergency Group LLC	\$279.74
133783	12/19/2023	MGM - Mike Gibson	\$93,773.33
133784	12/19/2023	Colorkraft Auto Refinishers, LLC	\$1,171.05
133785	12/19/2023	Austin Steel	\$505.00
133786	12/19/2023	SFR JV-2 Property LLC	\$2,642.00
133787	12/19/2023	W & A Engineering Nashville, LLC	\$2,550.00
133788	12/21/2023	Columbia Power & Water Systems	\$8,517.54
133789	12/21/2023	Morgan Brothers Electric Inc	\$328.44
133790	12/21/2023	Randolph Electronics	\$40.17
133791	12/21/2023	Maury Fence Co Of Tn Inc	\$7,500.00
133792	12/21/2023	Columbia Machine Works	\$1,325.00
133793	12/21/2023	Rogers Group Inc	\$449.59
133794	12/21/2023	Royal Flush Portables	\$190.00
133795	12/21/2023	Unum Life Insurance Co Of Amer	\$2,209.60
133796	12/21/2023	Kimley-Horn & Associates, Inc	\$5,586.00
133797	12/21/2023	J & M Supply Solutions	\$237.16
133798	12/21/2023	Atmos Energy	\$2,348.79
133799	12/21/2023	Rains Electric Co., Inc.	\$7,024.10
133800	12/21/2023	The Hogan Company	\$285.06
133801	12/21/2023	C.E.S. City Electric Supply Co	\$72.67
133802	12/21/2023	Thad Jablonski	\$490.29
133803	12/21/2023	SRM Concrete	\$3,234.75
133804	12/21/2023	Chrysler Dodge Jeep Ram of Columbia	\$6,497.00
133805	12/21/2023	Smith Constructors Inc	\$607.00
133806	12/21/2023	Cintas Corporation #241	\$50.44
133807	12/21/2023	CoStar Realty Information	\$2,520.00
133808	12/21/2023	Freedom Hill Land Management	\$9,236.43
133809	12/21/2023	Lamar Companies	\$1,125.00
133810	12/21/2023	Eric Sutton Photography	\$300.00
133811	12/21/2023	Maury Regional Medical Group	\$1,611.00
133812	12/21/2023	Tyler Technologies, Inc	\$9,800.00
133813	12/21/2023	Trailhead Media LLC	\$750.00
133814	12/21/2023	Maxine Grooms	\$75.00
133815	12/28/2023	City Of Col Employees Retireme	\$198,187.76
133816	12/28/2023	Columbia Paint & Wallcover	\$701.30
133817	12/28/2023	Columbia Power & Water Systems	\$387.15

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 12/1/2023 - 12/31/2023**

GENERAL FUND

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133818	12/28/2023	Maury Co Government	\$29,898.52
133819	12/28/2023	Maury Co United Way	\$449.00
133820	12/28/2023	Southeastern Sound Inc	\$285.00
133821	12/28/2023	Robert J Young Company LLC	\$367.92
133822	12/28/2023	Sunbelt Rentals Inc	\$959.19
133823	12/28/2023	Columbia Firefighter Assn	\$475.00
133824	12/28/2023	City Of Col Tn Retirement	\$25,953.87
133825	12/28/2023	Cintas Corporation #241	\$406.24
133826	12/28/2023	Tristar Bank	\$6,364.60
133827	12/28/2023	Waypoint Business Solutions	\$5,580.63
133828	12/28/2023	Verizon Wireless 03	\$41.89
133829	12/28/2023	Verizon Wireless 09	\$88.84
133830	12/28/2023	Corelogic Centralized Refunds	\$463.00
133831	12/28/2023	Waynes Pest Control	\$1,085.00
133832	12/28/2023	Pomp's Tire Service	\$8,828.11
133833	12/28/2023	Southern Soft Designs	\$972.00
133834	12/28/2023	Peggy Walters	\$75.00
133835	12/28/2023	Richard A Dodson	\$75.00
133836	12/28/2023	Horacio Pelaez	\$75.00
133837	12/28/2023	W. P. Crook	\$75.00
133838	12/29/2023	Columbia Power & Water Systems	\$2,888.16

Total Purchase Cards:	\$	87,166.94
Total Payroll Transfers:	\$	1,617,423.97
Total Misc. Transfers:	\$	744,132.33
Total Checks: 229	\$	<u>1,393,627.39</u>
Total:	\$	3,842,350.63

STATE STREET AID

8069	12/7/2023	Columbia Power & Water Systems	\$13,949.91
8070	12/7/2023	Duck River Electric	\$126.69
8071	12/7/2023	Advance Paving	\$3,500.00
8072	12/7/2023	Firstnet Services Provided By AT&T Mobility	\$457.76
8073	12/21/2023	3M Company	\$324.00
8074	12/21/2023	RAI Products	\$788.74
8075	12/21/2023	Millennium	\$2,332.66
8076	12/28/2023	Columbia Power & Water Systems	\$10.72
8077	12/28/2023	Firstnet Services Provided By AT&T Mobility	\$416.35

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks: 9	\$	<u>21,906.83</u>
Total:	\$	21,906.83

SANITATION

22179	12/1/2023	Henderson, Hutcherson & McCullough	\$325.50
22180	12/7/2023	Columbia Power & Water Systems	\$25.29
22181	12/7/2023	Fleming Sheet Metal Shop	\$1,200.00
22182	12/7/2023	Public Entity Partners	\$621.95

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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SANITATION

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22183	12/7/2023	Lively Florist	\$92.80
22184	12/7/2023	Robert J Young Company LLC	\$16.50
22185	12/7/2023	Unum Life Insurance Co Of Amer	\$198.40
22186	12/7/2023	Mutual Of Omaha	\$681.90
22187	12/7/2023	Tri Star Energy	\$16,414.00
22188	12/7/2023	Atmos Energy	\$391.92
22189	12/7/2023	United Waste Haulers Of TN LLC	\$5,266.23
22190	12/7/2023	Choice Screening	\$75.00
22191	12/7/2023	Combined Insurance, a Chubb Company	\$106.04
22192	12/7/2023	Cintas Corporation #241	\$184.09
22193	12/7/2023	Colonial Life	\$614.74
22194	12/7/2023	Marshall County Solid Waste and Recycling	\$2,031.90
22195	12/7/2023	Toter, LLC	\$36,310.19
22196	12/7/2023	Main Street Media of TN	\$243.76
22197	12/7/2023	Wells Fargo Financial Leasing, Inc	\$134.25
22198	12/7/2023	Maury Regional Medical Group	\$122.00
22199	12/15/2023	City Of Col Employees Retireme	\$7,760.13
22200	12/15/2023	Columbia Power & Water Systems	\$754.11
22201	12/15/2023	Daily Herald (Subscription)	\$151.20
22202	12/15/2023	Fleming Sheet Metal Shop	\$1,200.00
22203	12/15/2023	City Of Col Tn Retirement	\$1,016.23
22204	12/15/2023	United Waste Haulers Of TN LLC	\$8,513.49
22205	12/15/2023	Cintas Corporation #241	\$552.27
22206	12/15/2023	Henderson, Hutcherson & McCullough	\$487.90
22207	12/15/2023	Jamin Wilhoite	\$125.00
22208	12/19/2023	Tri Star Energy	\$16,225.32
22209	12/19/2023	Brookmeade Hardware & Supply	\$119.39
22210	12/21/2023	Fleming Sheet Metal Shop	\$1,200.00
22211	12/21/2023	Unum Life Insurance Co Of Amer	\$173.80
22212	12/21/2023	Maury Regional Medical Group	\$166.00
22213	12/28/2023	City Of Col Employees Retireme	\$8,005.23
22214	12/28/2023	City Of Col Tn Retirement	\$1,048.33
22215	12/28/2023	Cintas Corporation #241	\$184.09
22216	12/29/2023	Columbia Power & Water Systems	\$22.98

Total Purchase Cards:	\$	21,266.63
Total Payroll Transfers:	\$	93,461.21
Total Misc. Transfers:	\$	45,072.56
Total Checks: 38	\$	112,761.93
Total:	\$	272,562.33

WASTEWATER

48381	12/1/2023	Henderson, Hutcherson & McCullough	\$1,162.50
48382	12/7/2023	Columbia Power & Water Systems	\$6,445.68
48383	12/7/2023	Columbia Oil Company Inc	\$364.44
48384	12/7/2023	Columbia Machine Works	\$821.25
48385	12/7/2023	Public Entity Partners	\$2,343.91
48386	12/7/2023	AT&T	\$4,980.44
48387	12/7/2023	Guthrie Sales & Service Inc	\$98.37
48388	12/7/2023	Dell Marketing L P	\$3,434.40
48389	12/7/2023	WM CORPORATE SERVICES, INC	\$27,182.96

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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WASTEWATER

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48390	12/7/2023	Consolidated Pipe & Supply	\$2,490.00
48391	12/7/2023	Weld-Rite LLC	\$4,500.00
48392	12/7/2023	Vulcan Materials Co	\$1,211.75
48393	12/7/2023	Unum Life Insurance Co Of Amer	\$558.40
48394	12/7/2023	Mutual Of Omaha	\$2,084.82
48395	12/7/2023	Tri Star Energy	\$5,283.88
48396	12/7/2023	Atmos Energy	\$94.46
48397	12/7/2023	Choice Screening	\$20.00
48398	12/7/2023	Combined Insurance, a Chubb Company	\$29.40
48399	12/7/2023	Cintas Corporation #241	\$971.70
48400	12/7/2023	Colonial Life	\$1,043.68
48401	12/7/2023	Columbia Powersports Supercenter	\$1,436.98
48402	12/7/2023	ACT & C	\$1,162.50
48403	12/7/2023	BAR Environmental Supply, Inc.	\$1,495.00
48404	12/7/2023	iWorQ System Inc.	\$10,589.00
48405	12/7/2023	Lennar Homes of Tennessee, LLC	\$3,540.00
48406	12/7/2023	Blue Cardinal Chemical, LLC	\$870.76
48407	12/7/2023	Judy Construction Company	\$380,430.00
48408	12/7/2023	Drees Premier Homes, Inc	\$5,736.00
48409	12/7/2023	Josefa DeJesus	\$59.18
48410	12/15/2023	City Of Col Employees Retireme	\$17,076.37
48411	12/15/2023	Columbia Power & Water Systems	\$73,972.24
48412	12/15/2023	First Farmers & Merchants Bank	\$1,034,318.75
48413	12/15/2023	Duck River Electric	\$2,978.35
48414	12/15/2023	Public Entity Partners	\$12,517.66
48415	12/15/2023	TN Dept of Labor & Workforce	\$55.00
48416	12/15/2023	Robert J Young Company LLC	\$67.30
48417	12/15/2023	WM CORPORATE SERVICES, INC	\$20,335.25
48418	12/15/2023	City Of Col Tn Retirement	\$2,236.25
48419	12/15/2023	Tri Star Energy	\$1,806.22
48420	12/15/2023	Atmos Energy	\$51.46
48421	12/15/2023	Cintas Corporation #241	\$460.05
48422	12/15/2023	Henderson, Hutcherson & McCullough	\$1,742.50
48423	12/15/2023	Jerry Scott Moore	\$125.00
48424	12/15/2023	Waypoint Analytical, LLC	\$1,385.00
48425	12/15/2023	Crawford Electric Supply Co., Inc	\$1,185.98
48426	12/19/2023	Ted's Sporting Goods	\$250.00
48427	12/19/2023	Columbia Machine Works	\$7,950.00
48428	12/19/2023	W W Grainger Inc	\$74.58
48429	12/19/2023	Dell Marketing L P	\$587.84
48430	12/19/2023	Applied Thermal System	\$2,005.79
48431	12/19/2023	Sansom Equipment Co Inc	\$1,370.00
48432	12/19/2023	Tri Star Energy	\$3,298.75
48433	12/19/2023	Cintas Corporation #241	\$462.91
48434	12/19/2023	Knighthorst Shredding, LLC	\$552.00
48435	12/19/2023	BCV Systems LLC	\$16,117.00
48436	12/19/2023	Waynes Pest Control	\$150.00
48437	12/21/2023	Columbia Power & Water Systems	\$437.27
48438	12/21/2023	Red Bud Supply Inc	\$270.50
48439	12/21/2023	North Central Laboratories-NCL of Wisconsin, Inc	\$1,652.95
48440	12/21/2023	Unum Life Insurance Co Of Amer	\$490.80
48441	12/21/2023	Atmos Energy	\$49.48

**CITY OF COLUMBIA
DISBURSEMENT REPORT
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WASTEWATER

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48442	12/21/2023	Hal Haywood	\$105.35
48443	12/21/2023	Source Technologies	\$20,608.00
48444	12/21/2023	UniFirst First Aid and Safety	\$54.77
48445	12/21/2023	Maury Regional Medical Group	\$342.00
48446	12/28/2023	City Of Col Employees Retireme	\$20,076.96
48447	12/28/2023	Columbia Power & Water Systems	\$166.31
48448	12/28/2023	Thompson Machinery	\$4,754.00
48449	12/28/2023	City Of Col Tn Retirement	\$2,629.20
48450	12/28/2023	Anthony Sharp	\$71.32
48451	12/28/2023	Steve Walters	\$125.00
48452	12/29/2023	AT&T	\$5,129.85
48453	12/29/2023	Judy Construction Company	\$360,430.00

Total Purchase Cards:	\$	8,956.05
Total Payroll Transfers:	\$	202,982.80
Total Misc. Transfers:	\$	83,541.18
Total Checks: 73	\$	<u>2,090,967.47</u>
Total:	\$	2,386,447.50

DRUG

5961	12/7/2023	Thomson Reuters - West	\$64.00
5962	12/7/2023	Verizon Wireless - VSAT	\$80.00
5963	12/7/2023	CovertTrack Group Inc	\$629.05
5964	12/7/2023	Verizon Wireless 04	\$318.83
5965	12/7/2023	Verizon	\$238.00

Total Purchase Cards:	\$	800.26
Total Checks: 5	\$	<u>1,329.88</u>
Total:	\$	2,130.14

INSURANCE

3070	12/7/2023	Maury Regional Hospital Marshall Medical Ctr	\$9,300.00
3071	12/7/2023	Sun Life Financial	\$38,568.52
3072	12/21/2023	BlueCross BlueShield Of TN	\$24,081.94
3073	12/28/2023	Maury Regional Hospital Marshall Medical Ctr	\$10,540.63
3074	12/28/2023	Sun Life Financial	\$39,909.62

Total Misc. Transfers:	\$	689,616.93
Total Checks: 5	\$	<u>122,400.71</u>
Total:	\$	812,017.64

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 12/1/2023 - 12/31/2023**

CAPITAL PROJECTS

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3054	12/7/2023	Gresham Smith & Partners	\$2,556.61
3055	12/15/2023	Ragan Smith & Associates Inc	\$1,870.48
3056	12/19/2023	N & S Waterproofing, Llc	\$5,800.00
3057	12/28/2023	Adams Contracting, LLC	\$260,530.64

Total Purchase Cards:	\$	-
Total Checks: 4	\$	<u>270,757.73</u>
Total:	\$	270,757.73

DEBT SERVICE

2398	12/15/2023	First Farmers & Merchants Bank	\$148,156.25
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Total Misc. Transfers:	\$	-
Total Checks: 1	\$	<u>148,156.25</u>
Total:	\$	148,156.25

IDB

1071	12/7/2023	Maury County Trustees Office	\$49,096.58
1072	12/7/2023	City Of Columbia	\$23,100.77

Total Misc. Transfers:	\$	-
Total Checks: 2	\$	<u>72,197.35</u>
Total:	\$	72,197.35

Maury County Government

INVOICE

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

DATE: January 8, 2024

INVOICE # FY2023-2024 Q2

FOR: Animal Shelter Maintenance

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

DESCRIPTION				AMOUNT
Revenue:				
Animal Shelter Revenue, 9/1/2023-12/31/2023				\$ 3,518.50
Subtotal				\$ 3,518.50
Expenditures:				
Operational, 9/1/2023-12/31/2023				\$ 229,464.16
Labor to replace faucet at dishwasher on 11/21/2023				
	Hourly Rate	Hours Worked		
Johnnie Shipp	\$28.58	2		\$57.16
Robert Walker	\$26.88	2		\$53.76
Parts to replace faucet at dishwasher on 11/21/2023				
Columbia Hardware				\$13.56
Columbia Hardware				\$11.42
Labor to replace replace sink faucet by strays kennel on 11/27/2023				
	Hourly Rate	Hours Worked		
Johnnie Shipp	\$28.58	2.5		\$71.45
Robert Walker	\$26.88	2.5		\$67.20
Parts to replace strays kennel sink faucet on 11/27/2023				
Columbia Hardware				\$119.85
Southern Pipe				\$25.00
Subtotal				\$ 229,883.56
Net Total for Q2 FY 2023/2024 Operating Expenses				\$ 226,365.06
TOTAL DUE				\$ 113,182.53

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

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
October 2023 - December 2023

User:
Date/Time:

Brooke Brady
1/8/2024 7:37 AM
Page 1 of 1

Fund: 101 General

Account Number : 101- -44150

Sale Of Animals/Livestock

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/13/2023	12384		CR	Animal Shelter - Fees	0.00	769.50	(769.50)
Monthly Totals: 101- -44150					0.00	769.50	(769.50)
11/03/2023	12556		CR	Animal Services - Adoption Fees - Tags	0.00	603.00	(603.00)
11/15/2023	12650		CR	Animal Shelter - Rabies Tag/Vets Money/Ret Owner F	0.00	817.00	(1,420.00)
Monthly Totals: 101- -44150					0.00	1,420.00	(1,420.00)
12/01/2023	12752		CR	Animal Shelter - Return to Owner Fees	0.00	150.00	(150.00)
12/29/2023	12927		CR	Animal Shelter - Fees	0.00	1,179.00	(1,329.00)
Monthly Totals: 101- -44150					0.00	1,329.00	(1,329.00)
Fund Totals: 101					0.00	3,518.50	

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Fund: 101 General

Account Number : 101- -55120-101-55010

Animal Shelter - County Official/Administrative Officer - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/13/2023	118		PA	Payroll Summary - 3-Salary	2,650.43	0.00	2,650.43
10/31/2023	126		PA	Payroll Summary - 3-Salary	2,650.43	0.00	5,300.86
Monthly Totals: 101- -55120-101-55010					5,300.86	0.00	5,300.86
11/15/2023	144		PA	Payroll Summary - 3-Salary	2,650.43	0.00	2,650.43
11/30/2023	158		PA	Payroll Summary - 3-Salary	2,650.43	0.00	5,300.86
Monthly Totals: 101- -55120-101-55010					5,300.86	0.00	5,300.86
12/15/2023	172		PA	Payroll Summary - 3-Salary	2,650.43	0.00	2,650.43
12/28/2023	181		PA	Payroll Summary - 3-Salary	2,650.43	0.00	5,300.86
Monthly Totals: 101- -55120-101-55010					5,300.86	0.00	5,300.86

Fund: 101 General

Account Number : 101- -55120-169-55010

Animal Shelter - Part-Time Personnel - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	1,321.04	0.00	1,321.04
10/20/2023	121		PA	Payroll Summary - 2-Hourly	918.40	0.00	2,239.44
Monthly Totals: 101- -55120-169-55010					2,239.44	0.00	2,239.44
11/03/2023	138		PA	Payroll Summary - 2-Hourly	728.00	0.00	728.00
11/17/2023	156		PA	Payroll Summary - 2-Hourly	630.37	0.00	1,358.37
Monthly Totals: 101- -55120-169-55010					1,358.37	0.00	1,358.37
12/01/2023	168		PA	Payroll Summary - 2-Hourly	574.08	0.00	574.08
12/15/2023	173		PA	Payroll Summary - 2-Hourly	275.34	0.00	849.42
12/28/2023	182		PA	Payroll Summary - 2-Hourly	485.42	0.00	1,334.84
Monthly Totals: 101- -55120-169-55010					1,334.84	0.00	1,334.84

Fund: 101 General

Account Number : 101- -55120-186-55010

Animal Shelter - Longevity Pay - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
11/16/2023	154		PA	Payroll Summary - 3-Salary	350.00	0.00	350.00
11/16/2023	155		PA	Payroll Summary - 2-Hourly	1,600.00	0.00	1,950.00

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Fund: 101 General

Account Number : 101- -55120-186-55010

Animal Shelter - Longevity Pay - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-186-55010					1,950.00	0.00	1,950.00

Fund: 101 General

Account Number : 101- -55120-187

Animal Shelter - Overtime Pay

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/20/2023	121		PA	Payroll Summary - 2-Hourly	528.05	0.00	528.05
Monthly Totals: 101- -55120-187					528.05	0.00	528.05
11/03/2023	138		PA	Payroll Summary - 2-Hourly	261.80	0.00	261.80
Monthly Totals: 101- -55120-187					261.80	0.00	261.80
12/01/2023	168		PA	Payroll Summary - 2-Hourly	209.44	0.00	209.44
12/15/2023	173		PA	Payroll Summary - 2-Hourly	323.06	0.00	532.50
12/28/2023	182		PA	Payroll Summary - 2-Hourly	301.33	0.00	833.83
Monthly Totals: 101- -55120-187					833.83	0.00	833.83

Fund: 101 General

Account Number : 101- -55120-187-55010

Animal Shelter - Overtime Pay - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	754.04	0.00	754.04
10/20/2023	121		PA	Payroll Summary - 2-Hourly	247.11	0.00	1,001.15
Monthly Totals: 101- -55120-187-55010					1,001.15	0.00	1,001.15
11/03/2023	138		PA	Payroll Summary - 2-Hourly	1,256.15	0.00	1,256.15
11/17/2023	156		PA	Payroll Summary - 2-Hourly	509.76	0.00	1,765.91
Monthly Totals: 101- -55120-187-55010					1,765.91	0.00	1,765.91
12/01/2023	168		PA	Payroll Summary - 2-Hourly	825.51	0.00	825.51
12/28/2023	182		PA	Payroll Summary - 2-Hourly	1,349.80	0.00	2,175.31
Monthly Totals: 101- -55120-187-55010					2,175.31	0.00	2,175.31

Fund: 101 General

Account Number : 101- -55120-189

Animal Shelter - Other Salaries & Wages

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	4,157.93	0.00	4,157.93
10/20/2023	121		PA	Payroll Summary - 2-Hourly	4,088.69	0.00	8,246.62
				Monthly Totals: 101- -55120-189	8,246.62	0.00	8,246.62
11/03/2023	138		PA	Payroll Summary - 2-Hourly	4,163.87	0.00	4,163.87
11/17/2023	156		PA	Payroll Summary - 2-Hourly	4,154.95	0.00	8,318.82
				Monthly Totals: 101- -55120-189	8,318.82	0.00	8,318.82
12/01/2023	168		PA	Payroll Summary - 2-Hourly	4,160.75	0.00	4,160.75
12/15/2023	173		PA	Payroll Summary - 2-Hourly	4,442.75	0.00	8,603.50
12/28/2023	182		PA	Payroll Summary - 2-Hourly	4,169.23	10.00	12,762.73
				Monthly Totals: 101- -55120-189	12,772.73	10.00	12,762.73

Fund: 101 General

Account Number : 101- -55120-189-55010

Animal Shelter - Other Salaries & Wages - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	13,098.18	0.00	13,098.18
10/20/2023	121		PA	Payroll Summary - 2-Hourly	13,269.83	0.00	26,368.01
				Monthly Totals: 101- -55120-189-55010	26,368.01	0.00	26,368.01
11/03/2023	138		PA	Payroll Summary - 2-Hourly	12,973.50	0.00	12,973.50
11/17/2023	156		PA	Payroll Summary - 2-Hourly	12,157.54	0.00	25,131.04
				Monthly Totals: 101- -55120-189-55010	25,131.04	0.00	25,131.04
12/01/2023	168		PA	Payroll Summary - 2-Hourly	12,886.24	0.00	12,886.24
12/15/2023	173		PA	Payroll Summary - 2-Hourly	12,567.01	0.00	25,453.25
12/28/2023	182		PA	Payroll Summary - 2-Hourly	12,150.82	0.00	37,604.07
				Monthly Totals: 101- -55120-189-55010	37,604.07	0.00	37,604.07

Fund: 101 General

Account Number : 101- -55120-201

Animal Shelter - Social Security

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	253.19	0.00	253.19
10/20/2023	121		PA	Payroll Summary - 2-Hourly	281.63	0.00	534.82
				Monthly Totals: 101- -55120-201	534.82	0.00	534.82
11/03/2023	138		PA	Payroll Summary - 2-Hourly	269.78	0.00	269.78

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Fund: 101 General

Account Number : 101- -55120-201

Animal Shelter - Social Security

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
11/17/2023	156		PA	Payroll Summary - 2-Hourly	253.00	0.00	522.78
Monthly Totals: 101- -55120-201					522.78	0.00	522.78
12/01/2023	168		PA	Payroll Summary - 2-Hourly	266.34	0.00	266.34
12/15/2023	173		PA	Payroll Summary - 2-Hourly	290.87	0.00	557.21
12/28/2023	182		PA	Payroll Summary - 2-Hourly	277.18	0.62	833.77
Monthly Totals: 101- -55120-201					834.39	0.62	833.77

Fund: 101 General

Account Number : 101- -55120-201-55010

Animal Shelter - Social Security - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	924.76	0.00	924.76
10/13/2023	118		PA	Payroll Summary - 3-Salary	164.33	0.00	1,089.09
10/20/2023	121		PA	Payroll Summary - 2-Hourly	879.05	0.00	1,968.14
10/31/2023	126		PA	Payroll Summary - 3-Salary	164.33	0.00	2,132.47
Monthly Totals: 101- -55120-201-55010					2,132.47	0.00	2,132.47
11/03/2023	138		PA	Payroll Summary - 2-Hourly	911.40	0.00	911.40
11/15/2023	144		PA	Payroll Summary - 3-Salary	164.32	0.00	1,075.72
11/16/2023	154		PA	Payroll Summary - 3-Salary	21.70	0.00	1,097.42
11/16/2023	155		PA	Payroll Summary - 2-Hourly	99.20	0.00	1,196.62
11/17/2023	156		PA	Payroll Summary - 2-Hourly	808.50	0.00	2,005.12
11/30/2023	158		PA	Payroll Summary - 3-Salary	164.33	0.00	2,169.45
Monthly Totals: 101- -55120-201-55010					2,169.45	0.00	2,169.45
12/01/2023	168		PA	Payroll Summary - 2-Hourly	869.77	0.00	869.77
12/15/2023	172		PA	Payroll Summary - 3-Salary	164.33	0.00	1,034.10
12/15/2023	173		PA	Payroll Summary - 2-Hourly	780.27	0.00	1,814.37
12/28/2023	181		PA	Payroll Summary - 3-Salary	164.32	0.00	1,978.69
12/28/2023	182		PA	Payroll Summary - 2-Hourly	867.13	0.00	2,845.82
Monthly Totals: 101- -55120-201-55010					2,845.82	0.00	2,845.82

Fund: 101 General

Account Number : 101- -55120-204

Animal Shelter - State Retirement

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	289.80	0.00	289.80
10/20/2023	121		PA	Payroll Summary - 2-Hourly	321.78	0.00	611.58
Monthly Totals: 101- -55120-204					611.58	0.00	611.58
11/03/2023	138		PA	Payroll Summary - 2-Hourly	308.47	0.00	308.47
11/17/2023	156		PA	Payroll Summary - 2-Hourly	289.60	0.00	598.07
Monthly Totals: 101- -55120-204					598.07	0.00	598.07
12/01/2023	168		PA	Payroll Summary - 2-Hourly	304.60	0.00	304.60
12/15/2023	173		PA	Payroll Summary - 2-Hourly	332.18	0.00	636.78
12/28/2023	182		PA	Payroll Summary - 2-Hourly	311.60	0.70	947.68
Monthly Totals: 101- -55120-204					948.38	0.70	947.68

Fund: 101 General

Account Number : 101- -55120-204-55010

Animal Shelter - State Retirement - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	965.51	0.00	965.51
10/13/2023	118		PA	Payroll Summary - 3-Salary	184.73	0.00	1,150.24
10/20/2023	121		PA	Payroll Summary - 2-Hourly	942.14	0.00	2,092.38
10/31/2023	126		PA	Payroll Summary - 3-Salary	184.73	0.00	2,277.11
Monthly Totals: 101- -55120-204-55010					2,277.11	0.00	2,277.11
11/03/2023	138		PA	Payroll Summary - 2-Hourly	983.73	0.00	983.73
11/15/2023	144		PA	Payroll Summary - 3-Salary	184.73	0.00	1,168.46
11/16/2023	154		PA	Payroll Summary - 3-Salary	24.40	0.00	1,192.86
11/16/2023	155		PA	Payroll Summary - 2-Hourly	111.53	0.00	1,304.39
11/17/2023	156		PA	Payroll Summary - 2-Hourly	882.92	0.00	2,187.31
11/30/2023	158		PA	Payroll Summary - 3-Salary	184.73	0.00	2,372.04
Monthly Totals: 101- -55120-204-55010					2,372.04	0.00	2,372.04
12/01/2023	168		PA	Payroll Summary - 2-Hourly	947.99	0.00	947.99
12/15/2023	172		PA	Payroll Summary - 3-Salary	184.73	0.00	1,132.72
12/15/2023	173		PA	Payroll Summary - 2-Hourly	875.93	0.00	2,008.65
12/28/2023	181		PA	Payroll Summary - 3-Salary	184.73	0.00	2,193.38
12/28/2023	182		PA	Payroll Summary - 2-Hourly	940.99	0.00	3,134.37
Monthly Totals: 101- -55120-204-55010					3,134.37	0.00	3,134.37

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Fund: 101 General

Account Number : 101- -55120-206

Animal Shelter - Life Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	6.90	0.00	6.90
10/20/2023	121		PA	Payroll Summary - 2-Hourly	6.90	0.00	13.80
Monthly Totals: 101- -55120-206					13.80	0.00	13.80
11/03/2023	138		PA	Payroll Summary - 2-Hourly	6.90	0.00	6.90
11/17/2023	156		PA	Payroll Summary - 2-Hourly	6.90	0.00	13.80
Monthly Totals: 101- -55120-206					13.80	0.00	13.80
12/01/2023	168		PA	Payroll Summary - 2-Hourly	6.90	0.00	6.90
12/15/2023	173		PA	Payroll Summary - 2-Hourly	6.90	0.00	13.80
Monthly Totals: 101- -55120-206					13.80	0.00	13.80

Fund: 101 General

Account Number : 101- -55120-206-55010

Animal Shelter - Life Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/02/2023	297330	297330	CD	AMERICAN UNITED LIFE INSURANCE CO	0.01	0.00	0.01
10/06/2023	110		PA	Payroll Summary - 2-Hourly	22.19	0.00	22.20
10/13/2023	118		PA	Payroll Summary - 3-Salary	2.30	0.00	24.50
10/20/2023	121		PA	Payroll Summary - 2-Hourly	19.89	0.00	44.39
10/31/2023	126		PA	Payroll Summary - 3-Salary	2.30	0.00	46.69
Monthly Totals: 101- -55120-206-55010					46.69	0.00	46.69
11/03/2023	138		PA	Payroll Summary - 2-Hourly	19.89	0.00	19.89
11/15/2023	144		PA	Payroll Summary - 3-Salary	2.30	0.00	22.19
11/17/2023	156		PA	Payroll Summary - 2-Hourly	19.89	0.00	42.08
11/30/2023	158		PA	Payroll Summary - 3-Salary	2.30	0.00	44.38
Monthly Totals: 101- -55120-206-55010					44.38	0.00	44.38
12/01/2023	168		PA	Payroll Summary - 2-Hourly	17.59	0.00	17.59
12/05/2023	298682	298682	CD	AMERICAN UNITED LIFE INSURANCE CO	0.00	4.59	13.00
12/15/2023	172		PA	Payroll Summary - 3-Salary	2.30	0.00	15.30
12/15/2023	173		PA	Payroll Summary - 2-Hourly	17.59	0.00	32.89
12/28/2023	181		PA	Payroll Summary - 3-Salary	2.30	0.00	35.19

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Fund: 101 General

Account Number : 101- -55120-206-55010

Animal Shelter - Life Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-206-55010					39.78	4.59	35.19

Fund: 101 General

Account Number : 101- -55120-207

Animal Shelter - Medical Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	922.94	0.00	922.94
10/20/2023	121		PA	Payroll Summary - 2-Hourly	922.94	0.00	1,845.88
Monthly Totals: 101- -55120-207					1,845.88	0.00	1,845.88
11/03/2023	138		PA	Payroll Summary - 2-Hourly	922.94	0.00	922.94
11/17/2023	156		PA	Payroll Summary - 2-Hourly	922.94	0.00	1,845.88
Monthly Totals: 101- -55120-207					1,845.88	0.00	1,845.88
12/01/2023	168		PA	Payroll Summary - 2-Hourly	922.94	0.00	922.94
12/15/2023	173		PA	Payroll Summary - 2-Hourly	922.94	0.00	1,845.88
Monthly Totals: 101- -55120-207					1,845.88	0.00	1,845.88

Fund: 101 General

Account Number : 101- -55120-207-55010

Animal Shelter - Medical Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/02/2023	297337	297337	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.02	(0.02)
10/06/2023	110		PA	Payroll Summary - 2-Hourly	1,996.56	0.00	1,996.54
10/13/2023	118		PA	Payroll Summary - 3-Salary	328.48	0.00	2,325.02
10/20/2023	121		PA	Payroll Summary - 2-Hourly	1,996.56	0.00	4,321.58
10/31/2023	126		PA	Payroll Summary - 3-Salary	328.48	0.00	4,650.06
Monthly Totals: 101- -55120-207-55010					4,650.08	0.02	4,650.06
11/02/2023	298018	298018	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.02	(0.02)
11/03/2023	138		PA	Payroll Summary - 2-Hourly	1,996.56	0.00	1,996.54
11/15/2023	144		PA	Payroll Summary - 3-Salary	328.48	0.00	2,325.02
11/17/2023	156		PA	Payroll Summary - 2-Hourly	1,996.56	0.00	4,321.58
11/30/2023	158		PA	Payroll Summary - 3-Salary	328.48	0.00	4,650.06

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Fund: 101 General

Account Number : 101- -55120-207-55010 Animal Shelter - Medical Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-207-55010					4,650.08	0.02	4,650.06
12/01/2023	168		PA	Payroll Summary - 2-Hourly	1,996.56	0.00	1,996.56
12/05/2023	298688	298688	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.02	1,996.54
12/15/2023	172		PA	Payroll Summary - 3-Salary	328.48	0.00	2,325.02
12/15/2023	173		PA	Payroll Summary - 2-Hourly	1,996.56	0.00	4,321.58
12/28/2023	181		PA	Payroll Summary - 3-Salary	328.48	0.00	4,650.06
Monthly Totals: 101- -55120-207-55010					4,650.08	0.02	4,650.06

Fund: 101 General

Account Number : 101- -55120-208 Animal Shelter - Dental Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	36.24	0.00	36.24
10/20/2023	121		PA	Payroll Summary - 2-Hourly	27.39	0.00	63.63
Monthly Totals: 101- -55120-208					63.63	0.00	63.63
11/03/2023	138		PA	Payroll Summary - 2-Hourly	36.24	0.00	36.24
11/17/2023	156		PA	Payroll Summary - 2-Hourly	27.39	0.00	63.63
Monthly Totals: 101- -55120-208					63.63	0.00	63.63
12/01/2023	168		PA	Payroll Summary - 2-Hourly	36.24	0.00	36.24
12/15/2023	173		PA	Payroll Summary - 2-Hourly	27.39	0.00	63.63
Monthly Totals: 101- -55120-208					63.63	0.00	63.63

Fund: 101 General

Account Number : 101- -55120-208-55010 Animal Shelter - Dental Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	84.56	0.00	84.56
10/13/2023	118		PA	Payroll Summary - 3-Salary	12.08	0.00	96.64
10/20/2023	121		PA	Payroll Summary - 2-Hourly	63.91	0.00	160.55
10/31/2023	126		PA	Payroll Summary - 3-Salary	9.13	0.00	169.68
Monthly Totals: 101- -55120-208-55010					169.68	0.00	169.68

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Fund: 101 General

Account Number : 101- -55120-208-55010

Animal Shelter - Dental Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
11/03/2023	138		PA	Payroll Summary - 2-Hourly	84.56	0.00	84.56
11/15/2023	144		PA	Payroll Summary - 3-Salary	12.08	0.00	96.64
11/17/2023	156		PA	Payroll Summary - 2-Hourly	63.91	0.00	160.55
11/30/2023	158		PA	Payroll Summary - 3-Salary	9.13	0.00	169.68
Monthly Totals: 101- -55120-208-55010					169.68	0.00	169.68
12/01/2023	168		PA	Payroll Summary - 2-Hourly	84.56	0.00	84.56
12/15/2023	172		PA	Payroll Summary - 3-Salary	12.08	0.00	96.64
12/15/2023	173		PA	Payroll Summary - 2-Hourly	63.91	0.00	160.55
12/28/2023	181		PA	Payroll Summary - 3-Salary	9.13	0.00	169.68
Monthly Totals: 101- -55120-208-55010					169.68	0.00	169.68

Fund: 101 General

Account Number : 101- -55120-209-55010

Animal Shelter - Disability Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/02/2023	297330	297330	CD	AMERICAN UNITED LIFE INSURANCE CO	92.01	0.00	92.01
Monthly Totals: 101- -55120-209-55010					92.01	0.00	92.01
11/02/2023	298014	298014	CD	AMERICAN UNITED LIFE INSURANCE CO	87.01	0.00	87.01
Monthly Totals: 101- -55120-209-55010					87.01	0.00	87.01
12/05/2023	298682	298682	CD	AMERICAN UNITED LIFE INSURANCE CO	80.60	0.00	80.60
Monthly Totals: 101- -55120-209-55010					80.60	0.00	80.60

Fund: 101 General

Account Number : 101- -55120-210-55010

Animal Shelter - Unemployment Compensation - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	8.60	0.00	8.60
10/20/2023	121		PA	Payroll Summary - 2-Hourly	9.09	0.00	17.69
Monthly Totals: 101- -55120-210-55010					17.69	0.00	17.69
11/03/2023	138		PA	Payroll Summary - 2-Hourly	6.45	0.00	6.45
11/17/2023	156		PA	Payroll Summary - 2-Hourly	1.89	0.00	8.34

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Fund: 101 General

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

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-210-55010					8.34	0.00	8.34
12/01/2023	168		PA	Payroll Summary - 2-Hourly	2.35	0.00	2.35
12/15/2023	173		PA	Payroll Summary - 2-Hourly	3.63	0.00	5.98
12/28/2023	182		PA	Payroll Summary - 2-Hourly	4.56	0.00	10.54
Monthly Totals: 101- -55120-210-55010					10.54	0.00	10.54

Fund: 101 General

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

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	59.20	0.00	59.20
10/20/2023	121		PA	Payroll Summary - 2-Hourly	65.87	0.00	125.07
Monthly Totals: 101- -55120-212					125.07	0.00	125.07
11/03/2023	138		PA	Payroll Summary - 2-Hourly	63.10	0.00	63.10
11/17/2023	156		PA	Payroll Summary - 2-Hourly	59.17	0.00	122.27
Monthly Totals: 101- -55120-212					122.27	0.00	122.27
12/01/2023	168		PA	Payroll Summary - 2-Hourly	62.29	0.00	62.29
12/15/2023	173		PA	Payroll Summary - 2-Hourly	68.02	0.00	130.31
12/28/2023	182		PA	Payroll Summary - 2-Hourly	64.83	0.15	194.99
Monthly Totals: 101- -55120-212					195.14	0.15	194.99

Fund: 101 General

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

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/06/2023	110		PA	Payroll Summary - 2-Hourly	216.26	0.00	216.26
10/13/2023	118		PA	Payroll Summary - 3-Salary	38.43	0.00	254.69
10/20/2023	121		PA	Payroll Summary - 2-Hourly	205.60	0.00	460.29
10/31/2023	126		PA	Payroll Summary - 3-Salary	38.43	0.00	498.72
Monthly Totals: 101- -55120-212-55010					498.72	0.00	498.72
11/03/2023	138		PA	Payroll Summary - 2-Hourly	213.16	0.00	213.16

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Fund: 101 General

Account Number : 101- -55120-212-55010

Animal Shelter - Employer Medicare - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
11/15/2023	144		PA	Payroll Summary - 3-Salary	38.43	0.00	251.59
11/16/2023	154		PA	Payroll Summary - 3-Salary	5.07	0.00	256.66
11/16/2023	155		PA	Payroll Summary - 2-Hourly	23.19	0.00	279.85
11/17/2023	156		PA	Payroll Summary - 2-Hourly	189.10	0.00	468.95
11/30/2023	158		PA	Payroll Summary - 3-Salary	38.44	0.00	507.39
Monthly Totals: 101- -55120-212-55010					507.39	0.00	507.39
12/01/2023	168		PA	Payroll Summary - 2-Hourly	203.41	0.00	203.41
12/15/2023	172		PA	Payroll Summary - 3-Salary	38.43	0.00	241.84
12/15/2023	173		PA	Payroll Summary - 2-Hourly	182.48	0.00	424.32
12/28/2023	181		PA	Payroll Summary - 3-Salary	38.43	0.00	462.75
12/28/2023	182		PA	Payroll Summary - 2-Hourly	202.79	0.00	665.54
Monthly Totals: 101- -55120-212-55010					665.54	0.00	665.54

Fund: 101 General

Account Number : 101- -55120-333

Animal Shelter - Licenses

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
12/14/2023	299035	299035	CD	FIRST HORIZON BANK	110.00	0.00	110.00
Monthly Totals: 101- -55120-333					110.00	0.00	110.00

Fund: 101 General

Account Number : 101- -55120-335-55010

Animal Shelter - Maintenance And Repair Services-Buildings - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/12/2023	297687	297687	CD	David's Lock & Key Inc	65.45	0.00	65.45
10/12/2023	297687	297687	CD	David's Lock & Key Inc	235.00	0.00	300.45
Monthly Totals: 101- -55120-335-55010					300.45	0.00	300.45

Fund: 101 General

Account Number : 101- -55120-336-55010

Animal Shelter - Maintenance And Repair Services-Equipment - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
11/30/2023	298665	298665	CD	Preventia Security Llc	395.04	0.00	395.04

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Fund: 101 General

Account Number : 101- -55120-336-55010

Animal Shelter - Maintenance And Repair Services-Equipment - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-336-55010					395.04	0.00	395.04

Fund: 101 General

Account Number : 101- -55120-338

Animal Shelter - Maintenance And Repair Services-Vehicles

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/24/2023	297881	297881	CD	Maury Co Central Maintenance	376.00	0.00	376.00
10/24/2023	297881	297881	CD	Maury Co Central Maintenance	865.00	0.00	1,241.00
Monthly Totals: 101- -55120-338					1,241.00	0.00	1,241.00
11/07/2023	298255	298255	CD	Maury Co Central Maintenance	416.00	0.00	416.00
11/16/2023	298471	298471	CD	Maury Co Office Of Emg. Mgt.	135.00	0.00	551.00
Monthly Totals: 101- -55120-338					551.00	0.00	551.00

Fund: 101 General

Account Number : 101- -55120-338-55010

Animal Shelter - Maintenance And Repair Services-Vehicles - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/17/2023	297786	297786	CD	Turner & Osborne	731.29	0.00	731.29
Monthly Totals: 101- -55120-338-55010					731.29	0.00	731.29

Fund: 101 General

Account Number : 101- -55120-348-55010

Animal Shelter - Postal Charges - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/17/2023	297758	297758	CD	FIRST HORIZON BANK	46.81	0.00	46.81
Monthly Totals: 101- -55120-348-55010					46.81	0.00	46.81

Fund: 101 General

Account Number : 101- -55120-349-55010

Animal Shelter - Printing, Stationery And Forms - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/05/2023	297558	297558	CD	Woodward & Stinson Inc	762.00	0.00	762.00
10/12/2023	297716	297716	CD	Woodward & Stinson Inc	185.00	0.00	947.00

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Fund: 101 General

Account Number : 101- -55120-349-55010

Animal Shelter - Printing, Stationery And Forms - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-349-55010					947.00	0.00	947.00

Fund: 101 General

Account Number : 101- -55120-357-55010

Animal Shelter - Veterinary Services - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/12/2023	297698	297698	CD	Maury Co Veterinary Hospital	141.00	0.00	141.00
10/17/2023	297790	297790	CD	Wisconsin Vet Diagnostic Lab	94.00	0.00	235.00
10/17/2023	297792	297792	CD	Zoetis US, LLC	49.99	0.00	284.99
10/24/2023	297882	297882	CD	Maury Co Veterinary Hospital	249.97	0.00	534.96
Monthly Totals: 101- -55120-357-55010					534.96	0.00	534.96
11/14/2023	298403	298403	CD	Maury Co Veterinary Hospital	121.00	0.00	121.00
Monthly Totals: 101- -55120-357-55010					121.00	0.00	121.00
12/14/2023	299035	299035	CD	FIRST HORIZON BANK	484.00	0.00	484.00
12/18/2023	299116	299116	CD	Maury Co Veterinary Hospital	151.50	0.00	635.50
12/18/2023	299116	299116	CD	Maury Co Veterinary Hospital	151.50	0.00	787.00
Monthly Totals: 101- -55120-357-55010					787.00	0.00	787.00

Fund: 101 General

Account Number : 101- -55120-357-55012

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

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/17/2023	297790	297790	CD	Wisconsin Vet Diagnostic Lab	226.90	0.00	226.90
10/31/2023	297998	297998	CD	TENNSOUTH VETERINARY SERVICES	3,150.00	0.00	3,376.90
Monthly Totals: 101- -55120-357-55012					3,376.90	0.00	3,376.90
11/30/2023	298668	298668	CD	TENNSOUTH VETERINARY SERVICES	1,800.00	0.00	1,800.00
Monthly Totals: 101- -55120-357-55012					1,800.00	0.00	1,800.00
12/18/2023	299130	299130	CD	TENNSOUTH VETERINARY SERVICES	265.00	0.00	265.00
Monthly Totals: 101- -55120-357-55012					265.00	0.00	265.00

Fund: 101 General

Account Number : 101- -55120-359-55010

Animal Shelter - Disposal Fees - Animal Shelter

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
11/14/2023	298400	298400	CD	Maury Co Solid Waste Fund	244.40	0.00	244.40
11/28/2023	298593	298593	CD	Columbia Power & Water Sys	196.00	0.00	440.40
Monthly Totals: 101- -55120-359-55010					440.40	0.00	440.40
12/26/2023	299221	299221	CD	Columbia Power & Water Sys	196.00	0.00	196.00
Monthly Totals: 101- -55120-359-55010					196.00	0.00	196.00

Fund: 101 General

Account Number : 101- -55120-399-55010

Animal Shelter - Other Contracted Services - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
12/28/2023	299237	299237	CD	Michael Blade	1,170.00	0.00	1,170.00
Monthly Totals: 101- -55120-399-55010					1,170.00	0.00	1,170.00

Fund: 101 General

Account Number : 101- -55120-401-55010

Animal Shelter - Animal Food And Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/05/2023	297550	297550	CD	UNITED FARM AND HOME COOPERATIVE	349.50	0.00	349.50
10/17/2023	297758	297758	CD	FIRST HORIZON BANK	299.80	0.00	649.30
10/17/2023	297758	297758	CD	FIRST HORIZON BANK	239.84	0.00	889.14
Monthly Totals: 101- -55120-401-55010					889.14	0.00	889.14
11/07/2023	298288	298288	CD	UNITED FARM AND HOME COOPERATIVE	349.50	0.00	349.50
Monthly Totals: 101- -55120-401-55010					349.50	0.00	349.50
12/18/2023	299134	299134	CD	UNITED FARM AND HOME COOPERATIVE	372.50	0.00	372.50
Monthly Totals: 101- -55120-401-55010					372.50	0.00	372.50

Fund: 101 General

Account Number : 101- -55120-410-55010

Animal Shelter - Custodial Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/12/2023	297670	297670	CD	Amazon Capital Services Inc	105.89	0.00	105.89
10/17/2023	297751	297751	CD	COVETRUS NORTH AMERICA	909.81	0.00	1,015.70
10/17/2023	297758	297758	CD	FIRST HORIZON BANK	48.28	0.00	1,063.98
Monthly Totals: 101- -55120-410-55010					1,063.98	0.00	1,063.98

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Fund: 101 General

Account Number : 101- -55120-413-55010

Animal Shelter - Drugs And Medical Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/12/2023	297700	297700	CD	Midwest Veterinary Supply, Inc	815.44	0.00	815.44
10/17/2023	297740	297740	CD	Airgas Usa, Llc	112.65	0.00	928.09
10/17/2023	297740	297740	CD	Airgas Usa, Llc	109.04	0.00	1,037.13
10/17/2023	297751	297751	CD	COVETRUS NORTH AMERICA	339.39	0.00	1,376.52
10/17/2023	297751	297751	CD	COVETRUS NORTH AMERICA	143.00	0.00	1,519.52
10/17/2023	297751	297751	CD	COVETRUS NORTH AMERICA	314.71	0.00	1,834.23
10/17/2023	297751	297751	CD	COVETRUS NORTH AMERICA	178.06	0.00	2,012.29
10/17/2023	297773	297773	CD	Midwest Veterinary Supply, Inc	105.59	0.00	2,117.88
10/17/2023	297773	297773	CD	Midwest Veterinary Supply, Inc	94.76	0.00	2,212.64
10/17/2023	297773	297773	CD	Midwest Veterinary Supply, Inc	81.45	0.00	2,294.09
10/17/2023	297773	297773	CD	Midwest Veterinary Supply, Inc	4.88	0.00	2,298.97
10/17/2023	297773	297773	CD	Midwest Veterinary Supply, Inc	240.00	0.00	2,538.97
10/17/2023	297789	297789	CD	Wedgewood Village Pharmacy Inc	329.50	0.00	2,868.47
10/17/2023	297792	297792	CD	Zoetis US, LLC	411.20	0.00	3,279.67
Monthly Totals: 101- -55120-413-55010					3,279.67	0.00	3,279.67
11/21/2023	298499	298499	CD	Airgas Usa, Llc	109.07	0.00	109.07
Monthly Totals: 101- -55120-413-55010					109.07	0.00	109.07

Fund: 101 General

Account Number : 101- -55120-415-55010

Animal Shelter - Electricity - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/24/2023	297867	297867	CD	Columbia Power & Water Sys	1,918.05	0.00	1,918.05
Monthly Totals: 101- -55120-415-55010					1,918.05	0.00	1,918.05
11/28/2023	298593	298593	CD	Columbia Power & Water Sys	1,478.89	0.00	1,478.89
Monthly Totals: 101- -55120-415-55010					1,478.89	0.00	1,478.89
12/26/2023	299221	299221	CD	Columbia Power & Water Sys	1,500.32	0.00	1,500.32
Monthly Totals: 101- -55120-415-55010					1,500.32	0.00	1,500.32

Fund: 101 General

Account Number : 101- -55120-425

Animal Shelter - Gasoline

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/24/2023	297881	297881	CD	Maury Co Central Maintenance	1,696.00	0.00	1,696.00
10/24/2023	297881	297881	CD	Maury Co Central Maintenance	1,241.00	0.00	2,937.00
10/24/2023	297881	297881	CD	Maury Co Central Maintenance	1,211.00	0.00	4,148.00
Monthly Totals: 101- -55120-425					4,148.00	0.00	4,148.00
11/07/2023	298255	298255	CD	Maury Co Central Maintenance	1,392.00	0.00	1,392.00
Monthly Totals: 101- -55120-425					1,392.00	0.00	1,392.00

Fund: 101 General

Account Number : 101- -55120-425-55010

Animal Shelter - Gasoline - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/24/2023	297881	297881	CD	Maury Co Central Maintenance	96.00	0.00	96.00
10/24/2023	297881	297881	CD	Maury Co Central Maintenance	227.00	0.00	323.00
10/24/2023	297881	297881	CD	Maury Co Central Maintenance	154.00	0.00	477.00
Monthly Totals: 101- -55120-425-55010					477.00	0.00	477.00
11/07/2023	298255	298255	CD	Maury Co Central Maintenance	26.00	0.00	26.00
Monthly Totals: 101- -55120-425-55010					26.00	0.00	26.00

Fund: 101 General

Account Number : 101- -55120-434-55010

Animal Shelter - Natural Gas - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
11/07/2023	298206	298206	CD	AMERIGAS PROPANE LP	777.48	0.00	777.48
Monthly Totals: 101- -55120-434-55010					777.48	0.00	777.48
12/21/2023	299181	299181	CD	AMERIGAS PROPANE LP	1,585.22	0.00	1,585.22
Monthly Totals: 101- -55120-434-55010					1,585.22	0.00	1,585.22

Fund: 101 General

Account Number : 101- -55120-435-55010

Animal Shelter - Office Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/26/2023	297904	297904	CD	Amazon Capital Services Inc	144.01	0.00	144.01
Monthly Totals: 101- -55120-435-55010					144.01	0.00	144.01
11/07/2023	298204	298204	CD	Amazon Capital Services Inc	30.98	0.00	30.98
11/07/2023	298204	298204	CD	Amazon Capital Services Inc	65.45	0.00	96.43

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Animal Shelter - Office Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
11/14/2023	298383	298383	CD	FIRST HORIZON BANK	143.53	0.00	239.96
11/28/2023	298578	298578	CD	Amazon Capital Services Inc	148.97	0.00	388.93
Monthly Totals: 101- -55120-435-55010					388.93	0.00	388.93
12/14/2023	299020	299020	CD	Amazon Capital Services Inc	446.56	0.00	446.56
12/14/2023	299020	299020	CD	Amazon Capital Services Inc	126.90	0.00	573.46
12/14/2023	299035	299035	CD	FIRST HORIZON BANK	111.64	0.00	685.10
Monthly Totals: 101- -55120-435-55010					685.10	0.00	685.10

Fund: 101 General

Account Number : 101- -55120-451

Animal Shelter - Uniforms

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/05/2023	297484	297484	CD	Amazon Capital Services Inc	72.00	0.00	72.00
10/05/2023	297508	297508	CD	GALLS, LLC	60.48	0.00	132.48
Monthly Totals: 101- -55120-451					132.48	0.00	132.48
11/30/2023	298652	298652	CD	GALLS, LLC	60.47	0.00	60.47
Monthly Totals: 101- -55120-451					60.47	0.00	60.47
12/14/2023	299020	299020	CD	Amazon Capital Services Inc	338.88	0.00	338.88
Monthly Totals: 101- -55120-451					338.88	0.00	338.88

Fund: 101 General

Account Number : 101- -55120-454-55010

Animal Shelter - Water And Sewer - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/24/2023	297867	297867	CD	Columbia Power & Water Sys	1,005.38	0.00	1,005.38
Monthly Totals: 101- -55120-454-55010					1,005.38	0.00	1,005.38
11/28/2023	298593	298593	CD	Columbia Power & Water Sys	915.85	0.00	915.85
Monthly Totals: 101- -55120-454-55010					915.85	0.00	915.85
12/26/2023	299221	299221	CD	Columbia Power & Water Sys	844.02	0.00	844.02
Monthly Totals: 101- -55120-454-55010					844.02	0.00	844.02

Fund: 101 General

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
October 2023 - December 2023

User:
Date/Time:

Brooke Brady
1/8/2024 7:38 AM
Page 18 of 19

Account Number : **101- -55120-499-55010**

Animal Shelter - Other Supplies And Materials - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
11/14/2023	298365	298365	CD	Amazon Capital Services Inc	67.02	0.00	67.02
Monthly Totals: 101- -55120-499-55010					67.02	0.00	67.02
12/14/2023	299020	299020	CD	Amazon Capital Services Inc	130.48	0.00	130.48
Monthly Totals: 101- -55120-499-55010					130.48	0.00	130.48

Fund: **101** General

Account Number : **101- -55120-524**

Animal Shelter - Training, In-Service, Staff Development

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
12/14/2023	299035	299035	CD	FIRST HORIZON BANK	422.00	0.00	422.00
12/14/2023	299035	299035	CD	FIRST HORIZON BANK	422.00	0.00	844.00
Monthly Totals: 101- -55120-524					844.00	0.00	844.00

Fund: **101** General

Account Number : **101- -55120-524-55010**

Animal Shelter - Training, In-Service, Staff Development - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
11/14/2023	298383	298383	CD	FIRST HORIZON BANK	298.00	0.00	298.00
Monthly Totals: 101- -55120-524-55010					298.00	0.00	298.00

Fund: **101** General

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

Animal Shelter - Building Improvements - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
11/30/2023	298642	298642	CD	City Electric Supply Co.	312.00	0.00	312.00
Monthly Totals: 101- -55120-707-55010					312.00	0.00	312.00

Fund: **101** General

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

Animal Shelter - Other Equipment

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/12/2023	297699	297699	CD	MICROCHIP IDENTIFICATION SYSYEMS	389.50	0.00	389.50
Monthly Totals: 101- -55120-790					389.50	0.00	389.50

Fund: **101** General

Account Number : 101- -55120-790-55010				Animal Shelter - Other Equipment - Animal Shelter			
Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
10/17/2023	297758	297758	CD	FIRST HORIZON BANK	254.00	0.00	254.00
Monthly Totals: 101- -55120-790-55010					254.00	0.00	254.00
11/28/2023	298578	298578	CD	Amazon Capital Services Inc	219.16	0.00	219.16
11/30/2023	298672	298672	CD	Uline, Inc.	526.10	0.00	745.26
Monthly Totals: 101- -55120-790-55010					745.26	0.00	745.26
Fund Totals:			101		229,480.28	16.12	

11-21-23

Replaced faucet at dishwasher
JS + Robin 2 hrs 25.75 P traps

11-27-23

Bought faucet for sink by Strays Kennel
123.56

Southern Pipe 25.00 drain pipe
5 hrs on sink by Strays Kennel total

CBG-313

THANK YOU FOR SHOPPING AT
COLUMBIA HARDWARE LLC
112 E JAMES CAMPBELL BLVD STE D
COLUMBIA, TN 38401
ACECOLUMBIA.COM
(931) 388-1272

11/21/23 10:42AM LGS 552 SALE
4238879 1 EA 9.99 EA N
EXTENSIONTUBE 1-1/4 X 9" 9.99
42690 1 EA 3.99 EA N
PVC ADPT S40 1-1/2X1-1/4 3.99

SUB-TOTAL:\$ 13.98 TAX:\$.00
TOTAL:\$ 13.98

CHARGE AMT: 13.98

OK to pay 5 Townsend 13.56

==>> JRNL#C29862 INV#207056 <<==
CUST NO: 7510
ACE REWARDS ID # 19801086722

Customer Copy

Animal Shelter

Robin Walker

Name: X
ROBIN WALKER
Acct: MAURY COUNTY COURTHOUSE *
PO#: CBG-313

Tell us about your experience
today and Enter to win a \$50
gift card!

To participate

* Visit: TalkTo.AceHardware.com
or text HELPFUL to 223439

* This survey invitation is
valid for 72 hours

* Store # 17828

* Survey approximately 5 mins

No purchase necessary.
Must be 18 or older to
enter sweepstakes. Void
where prohibited. See rules
at: TalkTo.AceHardware.com

CBG-313

THANK YOU FOR SHOPPING AT
COLUMBIA HARDWARE LLC
112 E JAMES CAMPBELL BLVD STE D
COLUMBIA, TN 38401
ACECOLUMBIA.COM
(931) 388-1272

11/21/23 9:36AM BKJ 552 SALE
43120 1 EA 2.79 EA N
ADAPTR SCH40 1.5SL1.5MPT 2.79
43108 1 EA 1.99 EA N
COUPLE 1.5" SXS SCH40 1.99
48280 1 EA 6.99 EA N
P TRAP 1-1/2"-1-1/4" 6.99

SUB-TOTAL:\$ 11.77 TAX:\$.00
TOTAL:\$ 11.77

CHARGE AMT: 11.77

- .35
11.42

==>> JRNL#C29832 INV#207050 <<==
CUST NO: 7510
ACE REWARDS ID # 19801086722

Customer Copy

Animal Shelter

Robin Walker

Name: X
ROBIN WALKER
Acct: MAURY COUNTY COURTHOUSE *
PO#: CBG-313

Tell us about your experience
today and Enter to win a \$50
gift card!

To participate

* Visit: TalkTo.AceHardware.com
or text HELPFUL to 223439

* This survey invitation is
valid for 72 hours

* Store # 17828

* Survey approximately 5 mins

No purchase necessary.
Must be 18 or older to
enter sweepstakes. Void
where prohibited. See rules
at: TalkTo.AceHardware.com

CBG-313

THANK YOU FOR SHOPPING AT
COLUMBIA HARDWARE LLC
112 E JAMES CAMPBELL BLVD STE D
COLUMBIA, TN 38401
ACECOLUMBIA.COM
(931) 388-1272

11/27/23 1:22PM PAD 552 SALE

4335212	2	EA	9.99	EA	N
FAUCT SUPPLY LINE SS 20"					19.98
43403	1	EA	3.59	EA	N
PLUMBERS PUTTY 14OZ					3.59
4558144	1	EA	99.99	EA	N
LAV FAUCET2H W/POP CH LL					99.99

SUB-TOTAL: \$ 123.56 TAX: \$.00
TOTAL: \$ 123.56
CHARGE AMT: 123.56



-3.71
119.85

P

==>> JRNL#C30918 INV#207111 <<==
CUST NO: 7510
ACE REWARDS ID # 19801086722

Customer Copy

Animal Shelter
A/C to pay STOUNSUND

Johnnie Shipp

Name: X
JOHNNIE SHIPP
Acct: MAURY COUNTY COURTHOUSE
PO#: CBG-313



PIPE & SUPPLY

Southern Pipe and Supply
Dept 5980
PO Box 11407
Birmingham, AL 35246-5980

Southern Pipe Ph#: (931)380-2960

Invoice

Cust #	78175
Invoice Date	11/29/23
Invoice #	8822716-00
PO Date	11/21/23
Purchase Order	cbg312
Placed By	
Tax Cert.	Letter In File
Page #	Page 1 of 1

BILL TO:

MAURY CO.COURTHOUSE-BUDGET OFF
ONE PUBLIC SQUARE
SECOND FLOOR
COLUMBIA, TN

MAURY CO.COURTHOUSE-BUDGET OFF
ONE PUBLIC SQUARE
SECOND FLOOR
COLUMBIA, TN 38401

SHIPPED DATE		SHIPPED VIA			TERMS		INSTRUCTIONS	
11/29/23		Customer P/U			10Prox,Net30			
LINE NO.	QTY ORDERED	QTY B.O.	QTY. SHIPPED	UNIT	PRODUCT AND DESCRIPTION		NET PRICE	EXTENDED AMOUNT
1	1	0	1	EA	DWFTALJ 1-1/2X1-1/4 PVC DWV FEMALE TRAP ADAPTER		6.56000	6.56

2	1	0	1	EA	APW573P 1-1/2 SINK STRAINER WASHER		0.68000	0.68

3	1	0	1	EA	J5025 JONES 5025 1-1/2 CP SJ NUT L/WASHER SJN112		2.23000	2.23

4	1	0	1	EA	DWM TAL 1-1/2 PVC DWV MALE TRAP ADAPTER		6.18000	6.18

5	1	0	1	EA	DFTPPL16 1-1/2X16 PVC FBE TAIL PIECE 754 666 0143617		2.66000	2.66

6	1	0	1	EA	PTPJ 1-1/4 PVC P-TRAP W/2 NUT 501666PB / 0141410		4.34000	4.34

7	1	0	1	EA	ETSJPJU 1-1/4X6 PVC SJ EXT TUBE		2.35000	2.35

7 Lines Total				Qty Shipped Total		7	Total:	25.00
							Invoice Total:	25.00

Received By:

**IF YOUR STATE ISSUED TAX EXEMPTION CERTIFICATE HAS EXPIRED,
PLEASE EMAIL YOUR CURRENT CERTIFICATE TO
TAXDEPT@SOUTHERNPIPE.COM**



STAFF REPORT CONTACT INFORMATION

Thad Jablonski, tjablonski@columbiatn.com 931.560.1559

APPROVE THE ANNUAL RENEWAL OF LIABILITY AND AUTO INSURANCE WITH PUBLIC ENTITY PARTNERS IN THE AMOUNT OF \$481,911 – FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia obtains several lines of insurance coverage through Public Entity Partners (PEP), formerly the TML Risk Management Pool, for the purpose of managing risk. The policy renewal for liability (general, law enforcement, errors and omissions and automobile) and auto physical damage coverage is January 1st of each year. An invoice for premium renewal for liability and auto insurance has been received from PEP and is due for payment.

The total annual premium for 2024 is \$481,911 with no member dividend credit in 2024. Prior year net premiums, i.e., premium after member dividend credit, for the past five (5) years were as follows:

2024	\$481,911	\$0	\$481,911
2023	\$360,634	\$43,544	\$404,178
2022	\$342,978	\$46,359	\$389,337
2021	\$263,433	\$84,110	\$347,543
2020	\$311,673	\$48,410	\$360,083
2019	\$318,435	\$37,862	\$356,297

The base premium cost before the member dividend credit was applied for 2024 (\$481,911) increased approximately 19.2% compared with the prior year's base premium amount (\$404,178). The member dividend credit decreased from \$43,544 to \$0.

The premium increase from 2023 was twofold. The PEP Board increased base insurance rates across various types of general liability coverage, a 9.4% "combined liability" increase, or nearly half. The remaining half of the increase followed from the City's increased exposure compared to 2022.

A breakdown of cost by fund is as follows:

General Fund	\$403,002
Sanitation Fund	\$21,585
Wastewater Fund	\$57,324
Total	\$360,634

Deductible amounts for liability coverage lines are \$5,000 per occurrence, with a \$1,000 deductible for auto physical damage. Only vehicles valued over \$3,500 are included in the physical damage coverage.

The City Council is requested to approve the renewal of City liability and automobile physical damage insurance and to authorize payment to PEP in the amount of \$481,911.

CERTIFICATION: The Chief Financial Officer certifies that the following funds are budgeted and unencumbered within the Insurance Premium line items in the General (\$403,002), Sanitation (\$21,585) and Wastewater (\$57,324) funds.

ATTACHMENTS: Staff Report, Ordinance No 4493



(800) 624-9698

www.PEpartners.org

Invoice Date: 1/3/2024

Invoice Due Date: 2/17/2024

Invoice Number: 2420463-IN

COLUMBIA, CITY OF
FINANCE DEPARTMENT
700 NORTH GARDEN STREET
COLUMBIA, TN 38401

Location Code: 8341

Agent Number: 2089

Account Number: 20-0102960

Policy No.: PLI-0004-24

Policy Period: 12/31/2023 to 12/31/2024

Renewal-Single Payment

Billing Period: 12/31/2023 to 12/31/2024

Code	Description of Coverages	Amount
23C	GENERAL LIABILITY	\$57,829.00
26C	LAW ENFORCEMENT LIABILITY	\$72,545.00
25C	ERRORS OR OMISSIONS LIABILITY	\$62,904.00
33C	AUTOMOBILE LIABILITY	\$176,931.00
43C	AUTO PHYSICAL DAMAGE	\$111,702.00

*Please send a copy of invoice
with payment to:*

Total Invoice: \$481,911.00

PUBLIC ENTITY PARTNERS
PO BOX 116553
ATLANTA, GA 30368-6553



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: ACCEPTANCE OF ANNUAL REPORTS OF CITY OF COLUMBIA EMPLOYEE'S RETIREMENT PLAN FUND AND THE CITY OF COLUMBIA, TENNESSEE RETIREMENT HEALTH INSURANCE POST-EMPLOYMENT BENEFIT TRUST FOR THE PERIOD ENDING DECEMBER 31, 2023.

RECOMMENDATION: Accept the Reports

INFORMATION: The Trustees of the City of Columbia Employees' Retirement Plan Fund annually submit reports to the City Council regarding the City Retirement Plan and the Retirement Health Insurance Post-Employment Benefit Trust. A summary of the revenues, expenditures and balance for the City of Columbia Employees' Retirement Plan Fund is being provided from the inception of the plan on July 1, 1974 through December 31, 2023 and a summary of the revenues, expenditures and the balance of the City of Columbia, Tennessee Retirement Health Insurance Post-Employment Benefit Trust, opened August 8, 2008 through December 31, 2023. These reports are required by Ordinance to assist the City Council in the fiduciary responsibility for management of pension funds.

ANNUAL REPORT OF CITY OF COLUMBIA, TN EMPLOYEES' RETIREMENT
PLAN FUND (DEFINED BENEFIT)
JULY 1, 1974 THROUGH DECEMBER 31, 2023

The City of Columbia, TN Employees' Retirement Plan became effective July 1, 1974.

The City is currently contributing 26.63% of the pension gross payroll and the employee is currently contributing 6.74% of their wages, to this fund.

Two hundred thirty-two (232) Retirees or Beneficiaries received monthly retirement benefits in December 2023. Nine (9) of those recipients retired during 2023.

Sixty-one (61) Retirees received an additional monthly Temporary Supplemental Retirement Benefit in December 2023. This benefit is payable to Retirees, who meet the qualifications. This benefit ceases when the Retiree becomes 62 years of age. Ordinance No. 3779, adopted December 4, 2008, abolished the Temporary Supplemental Retirement Benefit for all employees employed on or after January 1, 2009. The amendment to abolish the Temporary Supplemental Retirement Benefit, will not affect current Retirees or eligible participants employed prior to January 1, 2009.

Five (5) Retirees, as well as one (1) Beneficiary were deceased in 2023.

Seven (7) former employees (compared with 3 in 2022) requested and received a refund of their contributions to the City Retirement Plan in 2023. They forfeited their rights to the City of Columbia, TN Employees' Retirement Plan when they received reimbursement of their contributions. The total refunded in 2023 was \$186,597.33.

Attached is a summary report of revenue and disbursements of the "City of Columbia, TN Employees' Retirement Plan Fund" from July 1, 1974 through December 31, 2023. The 2023 totals are listed separately to show the activities during the year. Also shown are the totals from the inception of the fund, July 1, 1974 through December 31, 2023.

The December 31, 2023 Investment Cost Basis balance of the "City of Columbia, TN Employees' Retirement Plan Fund" was \$48,318,485.12 The total market value was \$55,184,896.18. First Farmers Bank Trust Department, agent for the Trustees, have invested some of this fund balance in U. S. Treasury Bonds & Notes, U. S. Government Agencies, Corporate Bonds & Notes, Mutual Funds and Equities. Ordinance No. 4446, adopted by the City Council on January 12, 2023, allows First Farmers Bank, Trust Department, to invest up to sixty-two- and one-half percent (62.5%) of the funds in stock and/or equities.

Ordinance No. 3906 adopted April 15, 2012 amended the City of Columbia Employees' Retirement Plan to close the current City of Columbia Employees' Retirement Defined Benefit Plan to all City Employees hired on or after July 1, 2012. The Defined Contribution Plan became effective July 1, 2012 for all eligible City Employees hired on or after July 1, 2012.

CITY OF COLUMBIA EMPLOYEES RETIREMENT FUND
Calendar Year 2023 by Month

Date	Pension Contributions		Jefferson Standard	City	Employee	Total	Supplies	Other Services	Actuarial Services	First Farmers Fees	Audit	Lump Sum Refunds	Regular Monthly Pension Benefits	Temporary Supplement	Ending Balance
	Interest & Dividends	Refunds													
12/31/2022	\$ 51,105,463.36	\$ 41,667.84	\$ 148,835.64	\$ 46,884,991.37	\$ 23,024,038.66	69,909,030.03	\$ (5,442.17)	\$ (46,931.58)	\$ 1,216,799.10	\$ 947,889.70	\$ (179,285.26)	\$ 3,494,312.75	\$ 29,030,334.93	\$ 5,396,724.29	\$ 49,083,141.89
1/31/2023	(405,620.50)	-	-	170,606.36	43,180.13	213,786.49	-	-	-	-	-	-	(373,126.37)	(91,905.17)	48,426,276.34
2/28/2023	94,622.98	-	-	367,434.26	92,996.88	460,431.14	-	-	-	-	-	-	(375,419.67)	(92,230.17)	48,513,680.62
3/31/2023	96,981.62	-	-	-	-	-	-	-	-	-	-	-	(377,775.00)	(93,434.34)	48,139,452.90
4/30/2023	71,749.72	-	-	237,779.00	60,181.42	297,960.42	-	-	-	-	-	-	(377,775.00)	(93,434.34)	48,037,953.70
5/31/2023	55,426.65	-	-	163,071.41	41,273.05	204,344.46	-	-	(3,874.00)	-	-	-	(377,775.00)	(93,434.34)	47,822,641.47
6/30/2023	109,422.67	-	-	923,505.47	83,947.09	1,007,452.63	-	-	-	-	-	-	(378,432.87)	(93,434.34)	48,467,649.56
7/31/2023	148,144.70	-	-	-	-	-	-	-	-	-	-	-	(389,013.14)	(93,434.34)	48,133,346.78
8/31/2023	60,541.89	-	-	345,220.37	87,374.60	432,594.97	-	-	-	-	-	(9,270.84)	(389,013.14)	(93,434.34)	48,134,765.32
9/30/2023	250,846.39	-	-	-	-	-	-	-	-	-	-	-	(388,081.22)	(93,434.34)	47,904,096.15
10/31/2023	93,361.84	-	-	257,555.84	65,186.87	322,742.71	-	-	(3,181.00)	(80,942.33)	-	-	(390,046.27)	(93,392.34)	47,752,638.76
11/30/2023	59,174.30	-	-	166,035.68	42,023.30	208,058.99	-	-	-	-	-	-	(391,073.57)	(92,606.49)	47,556,191.99
12/31/2023	1,081,419.12	-	-	167,236.53	42,327.23	209,563.77	-	-	(29,998.00)	-	-	-	(387,497.27)	(91,194.49)	48,318,485.12
Total 2022	\$ 1,716,071.38	\$ -	\$ 2,798,444.92	\$ 558,490.57	\$ 3,356,935.58	\$ -	\$ -	\$ (37,053.00)	\$ (80,942.33)	\$ -	\$ (9,270.84)	\$ (4,595,028.52)	\$ (1,115,369.04)	-	-
Total ever	\$ 52,821,534.74	\$ 41,667.84	\$ 148,835.64	\$ 49,683,436.29	\$ 23,582,529.23	\$ 73,265,965.61	\$ (5,442.17)	\$ (46,931.58)	\$ 1,179,746.10	\$ 866,947.37	\$ (179,285.26)	\$ 3,483,041.91	\$ 24,435,306.41	\$ 4,281,355.25	\$ 160,294,741.86

* Cumulative amount from plan inception date 7/1/1974 through 12/31/2023.

ANNUAL REPORT OF CITY OF COLUMBIA, TENNESSEE RETIREMENT
HEALTH INSURANCE POST-EMPLOYMENT BENEFIT TRUST FUND

AUGUST 8, 2008 THROUGH DECEMBER 31, 2023

On August 7, 2008, the City Council approved an agreement between the Trustees of the City of Columbia Employees' Retirement Plan and First Farmers & Merchants Bank of Columbia, TN for the Bank to become the Investment Agent of the Trust Fund, known as "City of Columbia, Tennessee Retirement Health Insurance Post-Employment Benefit Trust."

On August 8, 2008, the Trustees of the City of Columbia Retirement Plan opened the City of Columbia, TN Retirement Health Insurance Post-Employment Benefit Trust Account, at First Farmers & Merchants Bank, Trust Department, Columbia, TN.

A total of \$6,505,025.60 was transferred from the City of Columbia Employees' Retirement Supplemental Health Insurance Account at Regions Bank to the City of Columbia Retirement Health Insurance Post-Employment Benefit Trust Fund at First Farmers & Merchants Bank.

Prior to July 1, 2008, only the Supplemental Health Insurance premiums, for eligible City Retirees, who were 65 years of age or older, were being paid from the City of Columbia Temporary Supplemental Health Insurance Fund, at Regions Bank.

The City General Fund had been paying the Health Insurance premiums for the eligible Retirees up to age 65, prior to July 1, 2008.

The current funding for the Retirees Health Insurance is 4.37% of the pension gross salaries. The funding is provided by the City General, Sanitation and Wastewater Funds.

In December 2023, Health Insurance premiums were paid for 18 Retirees.

First Farmers Bank Trust Department may invest some of the funds in U. S. Treasury Bonds & Notes, U. S. Government Agencies, Corporate Bonds & Notes, Mutual Funds & Stocks and/or Equities. Ordinance No. 4446, adopted by the City Council on January 12, 2023, allows First Farmers Bank, Trust Department, to invest up to sixty-two- and one-half percent (62.5%) of the funds in stock and/or equities.

The Investment Cost Basis balance for December 31, 2023 was \$16,787,969.43. The total market value was \$19,510,242.62.

Ordinance No. 3752, adopted by City Council, June 19, 2008, provided for "Establishing an Investment Trust for the purpose of Pre-Funding Other Post-Employment Benefits as Provided in Tennessee Code Annotated, Title 8, Chapter 50, Part 12". The Tennessee State Funding Board approved the "Declaration of Trust of the City of Columbia, Tennessee", on June 30, 2008.

CITY OF COLUMBIA HEALTH INSURANCE POST EMPLOYMENT BENEFIT TRUST FUND
Calendar Year 2023 by Month

Date	City Contributions	Interest, etc.	Refunds	Blue Cross/Blue Shield Insurance Post-65	Pre-65	Total	Clinic Costs	Aetna Part "D"	Ins reimb	Actuary	First Farmers	Audit Exp. transferred from Regions	Supplies	Ending Balance
12/31/2022	\$ 8,979,881.34	\$ 10,384,252.88	\$ 2,380.98	\$ (2,789,675.53)	\$ (5,173,786.79)	\$ (7,963,462.32)	\$ (9,620.00)	\$ (800,169.56)	\$ (39,436.46)	\$ (127,701.00)	\$ (234,824.78)	\$ (13,492.50)	\$ (385.67)	\$ 16,682,448.51
1/31/2023	27,996.61	(67,038.96)	-	(19,255.50)	(43,769.16)	(63,024.66)	-	(7,516.50)	-	-	-	-	-	16,572,865.00
2/29/2023	60,296.21	29,992.60	-	(19,450.00)	(44,849.88)	(64,299.88)	-	(7,283.34)	-	-	-	-	-	16,591,570.59
3/31/2023	-	35,562.66	-	(19,839.00)	(44,849.88)	(64,688.88)	-	(7,651.56)	-	-	-	-	-	16,554,792.81
4/30/2023	39,019.68	25,853.29	-	(16,931.00)	(44,849.88)	(61,780.88)	-	(7,549.20)	-	-	-	-	-	16,550,335.70
5/31/2023	26,760.12	19,432.04	-	(19,450.00)	(44,309.52)	(63,759.52)	-	(7,600.38)	-	-	-	-	-	16,525,167.96
6/30/2023	54,428.61	40,609.32	-	-	-	-	-	(7,935.90)	-	-	-	-	-	16,612,269.99
7/31/2023	-	60,507.05	-	(39,289.00)	(88,619.04)	(127,908.04)	-	(7,768.14)	-	-	-	-	-	16,537,100.86
8/31/2023	56,650.88	20,812.53	-	(21,736.50)	(44,849.88)	(66,586.38)	-	(7,600.38)	-	-	-	-	-	16,540,377.51
9/30/2023	-	66,627.77	-	-	(44,849.88)	(44,849.88)	-	(8,373.78)	-	-	-	-	-	16,553,781.62
10/31/2023	42,265.08	36,322.08	-	(19,839.00)	-	(19,839.00)	-	(8,182.18)	-	-	(23,433.20)	-	-	16,580,914.40
11/30/2023	27,246.57	20,992.67	-	(20,228.00)	(44,309.52)	(64,537.52)	-	(8,042.98)	-	-	-	-	-	16,556,573.14
12/31/2023	27,443.62	337,362.47	-	(19,644.50)	(89,159.40)	(108,803.90)	-	(8,605.90)	-	-	-	-	-	16,787,969.43

Total 2021	\$ 362,107.38	\$ 627,035.52	\$ -	\$ (215,662.50)	\$ (534,416.04)	\$ (750,078.54)	\$ -	\$ (94,110.24)	\$ -	\$ (16,000.00)	\$ (23,433.20)	\$ -	\$ -	
Total ever	\$ 9,341,988.72	\$ 11,011,288.40	\$ 2,380.98	\$ (3,005,338.03)	\$ (5,708,202.83)	\$ (8,713,540.86)	\$ (9,620.00)	\$ (894,279.80)	\$ (39,436.46)	\$ (143,701.00)	\$ (258,257.98)	\$ (13,492.50)	\$ (385.67)	\$ 10,282,943.83
amt tsf fm Regions														6,505,025.60
\$37,000 Wire to US Treasury-CMS balance														
\$ 30 Wire Fee														\$ 16,787,969.43



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: ACCEPTANCE OF THE RAILROAD AND UTILITY AD VALOREM ASSESSMENTS FOR THE TAX YEAR 2023

RECOMMENDATION: Approve.

INFORMATION: Each year, the City Recorder's Office receives from the Tennessee Comptroller of the Treasury, Office of State Assessed Properties, a certified tax roll relative to railroads and utilities. The City Recorder's office received the tax year 2022 assessments on December 5, 2023. Some of the companies assessed include telephone companies, cellular telephone companies, railroads, motor carriers, private cars, gas companies, pipelines, motorbus and others.

There are 43 assessments for the 2023 tax year with certified assed value of \$29,580,294 and billed revenue of \$244,067.

It is requested for the City Council to consider acceptance of the railroad and public utility assessments for the tax year 2023 and to allow payment without penalty and interest through February 28, 2023.



CITY RECORDER'S OFFICE

TO: THE HONORABLE MAYOR CHARLES (CHAZ) M. MOLDER AND CITY COUNCIL MEMBERS

FROM: THAD H. JABLONSKI, CITY RECORDER

DATE: January 5, 2024

I received the 2023 Railroad and Utility Ad Valorem Assessments from the Tennessee Comptroller of the Treasury Office of State Assessed Properties on December 5, 2023.

2023 Railroad and Public Utilities Assessments by the Office of State Assessed Properties are as follows:

	<u>Assessed Value</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
2023 Certified Assessments	\$29,580,294.00	0.8251	\$244,067.00

Comparison with 2021:

	<u>Assessment</u>	<u>Taxes</u>
2023 Total Certified	\$29,580,294.00	\$244,067.00
2022 Total Certified	\$27,547,525.00	\$227,293.00
2023 <u>Increase</u> – Assessment	\$ 2,032,769.00	
2023 <u>Increase</u> – Taxes		\$ 16,774.00



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:

APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH THE RFQ FIRM WINNER FOR CONSULTING SERVICES TO CONDUCT A HISTORIC INVENTORY FOR THE CITY OF COLUMBIA, TENNESSEE IN THE AMOUNT OF \$44,998.35

RECOMMENDATION: Approve and authorize the Mayor to execute the contract.

INFORMATION: The City of Columbia, Tennessee Development Services is retaining the services of the RFQ candidate, Commonwealth Heritage Group, LLC, with the highest evaluation for providing services related to the Columbia Historic Districts Inventory. This will update or create architectural surveys for the districts in addition to areas within the National Register. The City of Columbia accepted grant funds through the Tennessee Historic Preservation and will be required to contribute 40% of the cost.

CERTIFICATION: The Chief Financial Officer certifies that \$45,000 will be proposed in appropriation amendment number two in General City Admin - Historic Preservation Grant.

ATTACHMENTS: Contract.



CHRONICLE™
HERITAGE

Approved as to Legal Form:

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

SERVICES AGREEMENT
Commonwealth Heritage Group, LLC
dba Chronicle Heritage
3215 Central Street
Dexter, MI 48130
Tel: 517.788.3550
Fax: 602.254.6280
Tax I.D. Number: 88-3467554

Project Title: City Columbia Historic Inventory Update
Project Number: 24-PC-01691 Date: 01/25/2024
Company Name: City of Columbia Tennessee
Client Contact Person: Robert Archibald State of Incorporation/Organization: TN
Street Address or P.O. Box: 700 N. Garden Street
City: Columbia State: TN Zip Code: 38401
Telephone No.: 931-560-1500 Fax No.: _____
Chronicle Heritage Project Manager: C. Andrew Buchner

Scope of Services (check one):

- ☐ Services to be performed are: _____
☒ Scope of services is described in a separate document prepared or approved by
Commonwealth Heritage Group, LLC dba Chronicle Heritage (such document is incorporated
herein and may be attached)

Fees for Commonwealth Heritage Group, LLC dba Chronicle Heritage Services (check one):

- ☒ \$ \$44,998.35 on a fixed fee basis.
☐ Time and Materials basis* \$ _____
☐ Time and Materials basis not-to-exceed (NTE) \$ _____
*Commonwealth/Chronicle Heritage rate schedule to be attached for Time and Materials/NTE
contracts

Retainer: A retainer of \$ _____ must be received by _____, 20 ____.

Commonwealth Heritage Group, LLC dba Chronicle Heritage may delay work until receipt of
retainer. Retainer will be applied to fees/costs incurred. Commonwealth Heritage Group, LLC
dba Chronicle Heritage retains the right to apply retainer to final invoice.

Payment Terms: Unless otherwise agreed to in writing by Commonwealth Heritage Group, dba Chronicle
Heritage, Client will be invoiced monthly for services rendered and costs incurred (based on percentage of
completion/hours expended, as applicable). All billed amounts not covered by a retainer are due and
payable upon presentation of the invoice and become overdue if the invoice is not received within thirty (30)
days after the date of the invoice. In no event shall payment to Commonwealth Heritage Group, dba
Chronicle Heritage be withheld pending Client's receipt of a payment by a third party. Overdue amounts
bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service
charge equal to the greater of \$200 or 1% of the overdue balance. **Payment should be remitted to:**
Commonwealth Heritage Group, LLC dba Chronicle Heritage, 319 E. Palm Lane, Phoenix, AZ 85004.

**Prices and terms quoted are subject to Client's acceptance within thirty (30) days of the
date set forth above.**

Special Terms: _____

Commonwealth Heritage Group, LLC
dba Chronicle Heritage

By: C. Andrew Buchner
(signature)
Name: C. Andrew Buchner
Title: Office Principal
Date: 1/25/2024

Client: City of Columbia Tennessee
By: _____
(signature)
Name: _____
Title: _____
Date: _____

Attached Terms (including disclaimers) are a part of this Agreement

**Commonwealth Heritage Group, LLC
dba Chronicle Heritage
Standard Terms of Service**

- 1. Scope of Services.** Subject to the terms set forth on the face hereof and those contained herein (collectively "this Agreement"), Commonwealth Heritage Group, LLC dba Chronicle Heritage shall provide those services that Commonwealth Heritage Group, LLC dba Chronicle Heritage has agreed in writing to provide under this Agreement ("the Services"). Any other services provided by Commonwealth Heritage Group, LLC dba Chronicle Heritage in connection with this Agreement shall constitute "Additional Services". Any Additional Services are to be authorized on Commonwealth Heritage Group, LLC dba Chronicle Heritage's standard Change Order form, which shall be incorporated herein, describing changes in the scope of work and any adjustment in pricing and terms. Unless otherwise agreed in writing by Commonwealth Heritage Group, LLC dba Chronicle Heritage, Client shall pay for any Additional Services at Commonwealth Heritage Group, LLC dba Chronicle Heritage's standard hourly rates, and fees for Additional Services shall be due and payable as incurred and invoiced.
- 2. Payment.** In the event of late payment, the failure to provide a retainer or other breach of this Agreement by Client, Commonwealth Heritage Group, LLC dba Chronicle Heritage reserves the right to (i) stop work; and/or (ii) apply any existing retainer and condition the performance of further services on obtaining payment in full of any unpaid balance and an additional retainer; and/or (iii) terminate this Agreement; and/or (iv) pursue all other rights and remedies available under this Agreement or applicable law. Commonwealth Heritage Group, LLC dba Chronicle Heritage reserves the right to withhold its work product pending payment in full. Unless Client objects in writing to any charges set forth in an invoice within 10 days of receipt of the invoice, such invoice shall be deemed accepted. Client shall be responsible for any sales tax, transaction privilege tax, use tax, excise tax or similar taxes, if applicable, on the work performed under this Agreement.
- 3. Termination.** In the event that this Agreement is terminated and the Services are priced on a fixed fee basis, Commonwealth Heritage Group, LLC dba Chronicle Heritage shall be entitled to payment from Client based on the percentage of work completed as reasonably estimated by Commonwealth Heritage Group, LLC dba Chronicle Heritage, and in the event that this Agreement is terminated and the Services are priced on a Time and Materials basis, Commonwealth Heritage Group, LLC dba Chronicle Heritage shall be entitled to payment based on the number of hours worked at the applicable rate, and in all events Commonwealth Heritage Group, LLC dba Chronicle Heritage shall be entitled to reimbursement of costs incurred prior to termination. All provisions of this Agreement that expressly or by their nature continue in effect (such as warranty disclaimers and remedy limitations) shall survive termination.
- 4. Client Cooperation and Compliance.** Client shall fully cooperate with Commonwealth Heritage Group, LLC dba Chronicle Heritage as requested by Commonwealth Heritage Group, LLC dba Chronicle Heritage and as necessary or appropriate to facilitate the completion of the Services. Client is responsible for providing Commonwealth Heritage Group, LLC dba Chronicle Heritage with all information relevant to the Services available to Client and for complying with all applicable laws and requirements in connection with this Agreement. The Client Contact identified on the face hereof shall have complete authority on behalf of Client with respect to this Agreement and the Services, including the authority to provide or obtain any necessary information and approvals, and Commonwealth Heritage Group, LLC dba Chronicle Heritage may rely on such authority. In the event that a Client Contact is not identified, Commonwealth Heritage Group, LLC dba Chronicle Heritage may treat any representative of the Client that communicates with Commonwealth Heritage Group, LLC dba Chronicle Heritage with respect to this Agreement or the Services as the Client Contact.
- 5. Third-Party Services and Costs.** Commonwealth Heritage Group, LLC dba Chronicle Heritage may, at its discretion, use subcontractors to complete the Services. Commonwealth Heritage Group, LLC dba Chronicle Heritage shall not be responsible for acts or omissions of subcontractors and Client hereby releases Commonwealth Heritage Group, LLC dba Chronicle Heritage from any claims related thereto. Client shall reimburse Commonwealth Heritage Group, LLC dba Chronicle Heritage for costs incurred in connection with the Services as provided in this Agreement. Unless otherwise agreed by Commonwealth Heritage Group, LLC dba Chronicle Heritage in writing, subcontractor costs shall be subject to a 20% administrative fee and other costs shall be subject to a 15% administrative fee.
- 6. Delays.** In the event that Commonwealth Heritage Group, LLC dba Chronicle Heritage provides an estimated completion date, Commonwealth Heritage Group, LLC dba Chronicle Heritage will use reasonable efforts to complete the Services on or prior to that date subject to Client's compliance with this Agreement and other factors beyond Commonwealth Heritage Group, LLC dba Chronicle Heritage's reasonable control. Commonwealth Heritage Group, LLC dba Chronicle Heritage is not responsible for delays or other circumstances caused by the unavailability of third-party services, delays in government approvals, or other factors beyond Commonwealth Heritage Group, LLC dba Chronicle Heritage's reasonable control.
- 7. Limited Warranty; Disclaimer.** Commonwealth Heritage Group, LLC dba Chronicle Heritage warrants that the Services performed by its employees will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions. In the event of a breach of the foregoing warranty, Commonwealth Heritage Group, LLC dba Chronicle Heritage's sole obligation shall be to use commercially reasonable efforts to re-perform the Services in compliance with such warranty, if possible, or at Commonwealth Heritage Group, LLC dba Chronicle Heritage's option, refund the fees paid by Client for the

Services. EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICES AND INFORMATION PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS-IS" AND COMMONWEALTH HERITAGE GROUP, LLC DBA CHRONICLE HERITAGE DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL WARRANTIES RELATING TO SUCH SERVICES AND INFORMATION INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Client understands that for various reasons investigations conducted by Commonwealth Heritage Group, LLC dba Chronicle Heritage may not uncover all relevant information and that reports generated by Commonwealth Heritage Group, LLC dba Chronicle Heritage may rely on various third-party information which Commonwealth Heritage Group, LLC dba Chronicle Heritage may assume to be accurate without independent verification. Any maps or similar materials provided by Commonwealth Heritage Group, LLC dba Chronicle Heritage are for illustration only and should not be relied on as surveys. No opinions are intended to be expressed by Commonwealth Heritage Group, LLC dba Chronicle Heritage for matters that require legal expertise or other specialized knowledge beyond that customarily possessed by similarly situated environmental consulting companies.

8. **Limitation of Remedies.** In the event that Client incurs any damages in connection with this Agreement or the Services, Commonwealth Heritage Group, LLC dba Chronicle Heritage's liability shall in no event exceed the amount actually paid by Client to Commonwealth Heritage Group, LLC dba Chronicle Heritage for the Services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMMONWEALTH HERITAGE GROUP, LLC DBA CHRONICLE HERITAGE SHALL HAVE NO OTHER LIABILITY TO CLIENT FOR ANY DAMAGES, WHETHER GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, WHETHER OR NOT FORESEEABLE. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT COMMONWEALTH HERITAGE GROUP, LLC DBA CHRONICLE HERITAGE IS ENTERING INTO THIS AGREEMENT IN RELIANCE ON THE DISCLAIMERS AND LIMITATIONS SET FORTH HEREIN.
9. **Choice of Law and Forum; Attorneys' Fees.** This Agreement shall be governed exclusively by its terms and by the laws of the State of Arizona as applied to contracts entered into in Arizona between Arizona residents without regard to the State's rules concerning choice of law. Client hereby consents and agrees to exclusive jurisdiction and venue in Maricopa County, Arizona, provided that Commonwealth Heritage Group, LLC dba Chronicle Heritage may pursue collection efforts for any amounts payable under this Agreement in any forum having jurisdiction. Client shall reimburse Commonwealth Heritage Group, LLC dba Chronicle Heritage on demand for all attorneys' fees, costs and expenses incurred by Commonwealth Heritage Group, LLC dba Chronicle Heritage (including any commissions payable to collection agencies) in seeking to collect amounts payable under this Agreement (including fees, costs and interest) or otherwise seeking to enforce its rights under this Agreement.
10. **Severability.** In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the provision held to be invalid or unenforceable shall be automatically amended to most closely approximate the original provision on terms that are valid and enforceable and the court or other adjudicating authority shall make such amendment accordingly.
11. **Assignment; Successors; Third-Parties.** Client may not assign its rights under this Agreement without Commonwealth Heritage Group, LLC dba Chronicle Heritage's written consent and, unless otherwise expressly agreed by Commonwealth Heritage Group, LLC dba Chronicle Heritage in writing, Client shall in all events remain responsible for the performance of its obligations hereunder notwithstanding any such assignment. This Agreement shall be binding upon assignees and other successors. Any services and information provided by Commonwealth Heritage Group, LLC dba Chronicle Heritage are being furnished solely for Client's benefit and only with respect to the project that is the subject of this Agreement and no third-party may rely thereon and no third-party shall be construed to be a beneficiary of this Agreement.
12. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof, and any prior understandings, agreements or representations related to such subject matter are hereby superseded. This Agreement shall control over any conflicting documents and shall be the sole source of any obligations of Commonwealth Heritage Group, LLC dba Chronicle Heritage. No provision of this Agreement shall be deemed amended or waived by Commonwealth Heritage Group, LLC dba Chronicle Heritage unless a written amendment or a form of waiver is signed by Commonwealth Heritage Group, LLC dba Chronicle Heritage. All attachments authorized by Commonwealth Heritage Group, LLC dba Chronicle Heritage are hereby incorporated into this Agreement. This Agreement may be executed in counterparts and delivered by any reasonable means including facsimile.
13. **Interpretation; Notices.** The terms of this Agreement constitute the written expression of the mutual agreement of the parties and shall be construed neutrally and not for or against either party. When used in this Agreement, the term "include" or "including" shall be construed as illustrative and not exhaustive. The headings in this Agreement are inserted for convenience; the provisions of this Agreement shall control. Periods of time established by this Agreement in days shall be calculated using calendar days and not business days unless otherwise specified. Notices and communications given and made in connection with this Agreement may be given and made by any reasonable means including facsimile or email if reasonable in the circumstances.

- 14. Relationship; Authority.** The relationship of the parties hereunder is that of independent contractors and not principal-agent, partners, or otherwise. Except as expressly provided under this Agreement, neither party shall have any authority to act on behalf of or bind the other party. Only Commonwealth Heritage Group, LLC dba Chronicle Heritage's project manager or an officer of Commonwealth Heritage Group, LLC dba Chronicle Heritage shall be authorized to bind Commonwealth Heritage Group, LLC dba Chronicle Heritage.
- 15. Non-Discrimination.** Commonwealth Heritage Group, LLC dba Chronicle Heritage shall not discriminate or allow under its control to discriminate in violation of the Rehabilitation Act, 29 U.S.C. § 793, the Vietnam Era Readjustment Assistance Act, 38 U.S.C. § 4212 or Executive Order 11246 or similar requirements to the extent applicable, and shall, to the extent required, take affirmative action to employ and advance in employment qualified individuals.
- 16. Equal Opportunity/Affirmative Action:** This Contractual Agreement is subject to and shall abide by the requirements of **41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a)**. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in **29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496)**.

January 25, 2024

Robert Archibald
City of Columbia – Development Services
700 North Garden Street
Columbia, TN 38401
Phone: 931-560-1536
Email: rarchibald@columbiatn.com

RE: Cost Estimate and Scope of Services for the Historic Inventory of Approximately 345 Resources in Columbia, Maury County, Tennessee

Dear Mr. Archibald,

Please find the cost estimate and scope of services for the Historic Inventory of approximately 345 resources for the City of Columbia. The letter presents the level of work necessary to complete the Historic Inventory of Approximately 345 Resources (Including West Sixth Street and Mayes Places Historic District, Columbia Commercial Historic District, and Columbia West Historic District) in Columbia, Maury County, Tennessee. The historic inventory for this project will include approximately 345 resources (231 resources are already listed on the National Register of Historic Places [NRHP]). Ms. Angie Thiel, MA (Senior Architectural Historian) will be the Project Manager, and Drew Buchner will be the Principal. Ms. Thiel has over 19 years of experience as an architectural historian exceeding the minimum federal education and experience standards used by the National Park Service (NPS) and published in the Code of Federal Regulations, 36 CFR Part 61, as amended (Federal Register 1984, 49(73):1,489-1,490). Our resumes can be provided on request.

The scope of this project will include archival research, on-site survey and photographing all 345 resources, submitting resource forms for all resources to the Tennessee Survey 123 program, and producing a report on the findings. The report will include recommendations for existing NRHP-listed historic districts including boundary expansions and updates contributing and non-contributing resources, as well as recommendations for any newly identified historic resources eligible for listing in the NRHP as either individual listings or within a historic district.

The Scope of Services is detailed in the following section and will accomplish all the tasks requested in the RFQ. These tasks outline the work necessary to complete the survey for the City of Columbia set forth in the Tennessee Historical and Architectural Survey Manual and the National Park Service Historic Preservation Fund Grants Manual. The guidelines and standards produced by the National Park Service (NPS) and THC will guide the investigations and completion of the survey:

- National Register Bulletin 15 (NRB 15): How to Apply the National Register Criteria for Evaluation.

- National Register Bulletin 18 (NRB 18): How to Evaluate and Nominate Designed Historic Landscapes.
- National Register Bulletin 32 (NRB 32): Guidelines for Evaluating and Documenting Properties Associated With Significant Persons.
- The Tennessee Historical and Architectural Survey Manual (Tennessee Historical Commission 2023) at https://www.tn.gov/content/dam/tn/historicalcommission/federal-section-106/thc_survey_manual_6.30.23_Final.pdf

The scope of services and proposed cost presents our view of the level of work necessary to complete the historic inventory of the approximate 345 resources in the City of Columbia.

Task 1: Engagement and Records Search.

As stated previously, Commonwealth will adhere to all federal, state, and city standards and guidelines during the project, producing original work inclusive of referencing any relevant previous surveys and studies for the 345 resources in the survey area. Upon award of the contract and Notice to Proceed, Commonwealth's Project Manager will initiate the Engagement phase of the project by notifying the dedicated personnel and assigning initial project tasks preparing for the Historic Resources Fieldwork and Research phase of the project. Acquisition of Geographic Information System (GIS) data, previous survey reports, any previous TN-SHPO resource forms (if applicable), maps, along with searching the Tennessee Property Assessment Data website (<https://assessment.cot.tn.gov/TPAD>) will be completed prior to beginning fieldwork and research. During this phase, Commonwealth's POC will coordinate with the City's POC to schedule a project kickoff meeting (if desired) prior to commencement of the fieldwork. The meeting's goal will discuss project objectives, deadlines, and field survey concerns; acquire inventory, land use, and property records information, historical maps, and research resources from the City and/or County (if available).

In addition to information gathered from the TN-SHPO and the city, the existing NRHP nomination forms for listed properties within the historic districts will be utilized as a starting point for the Historic Resources Fieldwork and Research Phase. These include the West Sixth Street and Mayes Place Historic District (NR Listed 1977; NPS No. 78002612), Columbia Commercial Historic District (NR Listed 1984; NPS No. 84003625); and Columbia West End Historic District (NR Listed 1986; NPS No. 86000394). Commonwealth anticipates that research will carryover from the Engagement Phase into the Archival Research and Fieldwork.

Task 2: Archival Research.

The primary concern to historical research is the collection and assimilation of existing information to formulate a context for the development of a survey area, type of building or structure, designed landscape, or specific era of history and/or construction. This phase has three main objectives: conduct research to identify and assess the history of the survey area, update the existing TN-SHPO records on any changes to previously surveyed resources and any newly recorded resources that now meet the 50-year criteria, and determine the geographical area covered by the historic contexts related to the survey area. This will also help establish clear boundaries for the districts and allow the structures and areas within these areas to be categorized by key themes and period of construction.

The results of the fieldwork and research will be presented in the final report. The report will serve as the basis for the City to determine the level of protection and regulation necessary to preserve the survey area's architectural integrity.

Archival research will be conducted for the historical inventory. Archival Research will be conducted online with the Library of Congress, the Tennessee State Library and Archives (TSLA), and the Maury County Historical Society (<https://www.historicmaury.com/>). In-person and online research will be conducted at the Maury County Archives for general history, city directory searches, and any information related to the Courthouse Square Historic District and surrounding area. This search will include but is not limited to Sanborn Maps, plat maps, vertical files, historic maps, historic photo collections, archived newspaper articles from the Daily Herald, census records, city and business directories and secondary resources. The historic files, scrapbooks, photographs, and vertical files will be reviewed at the Maury County Archives. Ms. Thiel will also consult with local historians, residents, and other knowledgeable individuals as required or available. Tennessee Property Assessment Data (<https://assessment.cot.tn.gov/TPAD>), as well as the Maury County Assessor Property and Maury County Register of Deeds will be utilized as a supplemental tool for uncovering original property owners, recorded improvements, and secondary buildings on parcels as needed.

Identification of the approximate 345 resources in the survey area will be based on the findings of the background research, comparative visual analysis of the architectural resources, and knowledge of popular trends and architectural styles in the State of Tennessee through 1973.

Task 3: Fieldwork.

The survey of the approximate 345 resources will begin with an initial windshield survey to refine the field investigation strategy and locate any historic district boundaries, which will be based on densities and historic resource types as revealed in the field and the background review.

Fieldwork will consist of surveying an approximate 345 identified resources based on maps provided by the City of Columbia and TN-SHPO. This will include digital photographs and recording detailed descriptions of each resource. Photographs will be taken showing all elevations of each of the buildings (minimum of two photos per resource), any unique features of a property, ancillary structures (if applicable). Representative information collected will include (if applicable) the following: property name, address or street location, original and current use, architect/builder (if known), construction date, architectural style, building materials, architectural details, alterations, integrity, and physical condition.

Photographs will also be taken of the landscape and streetscapes in the survey area to provide overall views. A photo log will be kept during the survey with field numbers being assigned to each property as needed. Property owners will be interviewed if possible. All digital photographs will be of a high-resolution and provided in both digital format and print form with the final survey report submittal. All photographs will be labeled per the TN-SHPO's guidelines outlined in their survey manual. All fieldwork will be conducted by Ms. Angie Clifton Thiel.

An exit meeting with the City's POC prior to leaving the field to discuss the remaining phases of the project can be scheduled if desired. At this time, the preliminary survey findings can be presented with tentative counts of additional contributing and non-contributing properties and provisional conclusions for the recommended boundaries for districts.

Task 4: Tennessee Historical and Architectural Resource Forms (submittal through the Survey 123 Application).

The Tennessee Historical and Architectural Resource forms are no longer filled out on hard copy forms and are now online through the Survey123 for ArcGIS application. A survey form will be completed for each of the resources and submitted online through the Survey 123 application to the THC Survey Coordinator, Peggy Nickell. Ms. Thiel previously completed training with Peggy Nickell in 2021 after the Survey123 application launched and has submitted hundreds of resource forms in the new Survey123 application.

Each survey form will include survey and property details, NRHP eligibility status, original and present property use, architectural style/details, and any alterations/changes not original to the building, as well as current photographs. Any ancillary structures/outbuildings on a property will be included on the survey form with the primary structure. The information will be filled out per the THC Historical and Architectural Survey Manual (2020).

All data recorded on the THC Historical and Architectural Resource forms will be downloaded by the THC Survey Coordinator and provided to the consultant in a spreadsheet format (.xls or .csv file) if requested by the City of Columbia. The spreadsheet will allow for ease of reference and enables data to be easily sorted, organized, filtered, etc. and will be submitted with the survey report.

Task 5: Draft and Final Survey Report.

Commonwealth will complete a report on the findings from the historic inventory. A survey report will be submitted to the City of Columbia for the survey of the 345 properties within the survey area in accordance with the guidelines set forth in the NPS Historic Preservation Fund Grants Manual, Chapter 6, Section H, 2a-e and 3b, the Secretary of Interior's Standards and Guidelines for reports, as applicable, and the TN-SHPO.

The survey report will include the following sections:

- Introduction covering the scope and scale of work for the City of Columbia Historic Inventory and funding acknowledgement
- Survey Methodology section explaining the survey and research methods for the resurvey
- Brief historic context specific to the survey area and provide historic contexts for evaluation of the resources under the National Register criteria (as applicable)
- A brief summary that describes and analyzes the historic resource types and architectural styles within the survey area with a discussion of the rationale for evaluation
- Make recommendations for future National Register listings. Any recommendations will also identify these potential areas, levels, and periods of significance and provide a thorough explanation to support any eligibility recommendations

January 24, 2023

- Maps outlining the survey area and any existing and recommended boundaries for NRHP eligible or listed resources or districts
- Maps locating each property by resource number and address
- Inventory list of resources with address/location, resource numbers, and any data relevant to evaluation of NRHP eligibility such as date of construction, property condition, architectural integrity, and style; and historic name of property (if applicable)
- Inventory list of surveyed properties provided in an organized, sortable, searchable, digital format (spreadsheet, GIS data, database, etc.). This will include at a minimum: the resource number, address, details on each resource's architectural integrity, whether the resource is already NRHP listed or eligible individually or within a historic district (including if a resource is contributing or non-contributing if applicable).

If comments are received on the final draft report by the City of Columbia or TN-SHPO, Commonwealth will address those comments, make corrections, and produce the final report. Any comments or revisions will be addressed and the final draft will be submitted back to the City in a timely manner.

Commonwealth's staff are prepared to meet and consult with the City's POC and the TN-SHPO be it in person or conference call throughout the project to discuss project objectives, acquisition of relevant information to assist with the research and survey, any issues that might arise, project progress, and submittals.

Schedule

The research and fieldwork/survey will require 12 days and will begin within three weeks of the contract is awarded and NTP are received. The project will follow the project schedule required by the TN-SHPO and the Certified Local Government Program, which requires the project to be completed on or before September 2024.

Please contact Drew at (901) 454-4733 or dbuchner@chg-inc.com if you have any questions or need additional information. Insurance can be provided upon request.

Regards,



C. Andrew Buchner, RPA
Office Principal
Commonwealth Heritage Group, LLC d/b/a
Chronicle Heritage
Phone: 901-454-4733
Email: dbuchner@chronicleheritage.com



Angie Clifton Thiel, MA
Senior Architectural Historian
Commonwealth Heritage Group, LLC d/b/a
Chronicle Heritage
Phone: 901-634-7441
Email: athiel@chronicleheritage.com or
angie@cliftonhistoricrosources.com

Cost Estimate

	Quantity	Units	Rate	Cost
Task 1: Engagement and Records Search				
Senior Architectural Historian	8	HR	\$126.00	\$1,008.00
Task 2: Archival/Deed Research				
Senior Architectural Historian	23	HR	\$126.00	\$2,898.00
Mileage	500	MI	\$0.670	\$335.00
Task 3: Fieldwork				
Senior Architectural Historian	64	HR	\$126.00	\$8,064.00
Architectural Field Technician	64	HR	\$36.00	\$2,304.00
Mileage	805	MI	\$0.670	\$539.35
Task 4: THC Resource Forms (Survey123 Application)				
Senior Architectural Historian	100	HR	\$126.00	\$12,600.00
Task 5: Draft and Final Survey Report				
Senior Architectural Historian	115	HR	\$126.00	\$14,490.00
Editor	24	HR	\$115.00	\$2,760.00
	Total Proposed Cost			\$44,998.35

NOTICE TO CONSULTANT HISTORIC PRESERVATIONISTS REGARDING A REQUEST FOR QUALIFICATIONS

December 4, 2023

The City of Columbia, Tennessee, an Equal Opportunity, Affirmative Action Employer, seeks to use local and state funds to retain the services of a professional consultant firm or team of firms to provide services related to the Columbia Historic Districts Inventory. The project is to update and/or create architectural surveys for the City of Columbia Historic Districts in addition to areas within the National Register. A detailed Request for Qualification may be obtained by contacting the Development Services Department at (931) 560-1560.

Firms may request consideration by submitting 5 hard copy sets and 1 digital version of statements of qualifications to **Robert Archibald – Development Services at 700 North Garden Street – Columbia, TN 38401**. All statements of qualifications must be received on or before **3:00 p.m. CST Friday January 12, 2024**. The qualifications shall indicate the content needed to meet the evaluation criteria, which is available on the City's website and/or through Robert Archibald rarchibald@columbiatn.com

The city will evaluate the statements for those submitting qualifications and may choose one or more firms who would make viable candidates from which to invite proposals and/or presentations. Responding firms must meet the Department of Interior professional qualification criteria at 36 CFR 61. The factors that will be considered in evaluation of proposals are:

- A. Experience and technical competence of consultant.
- B. Project staff availability for this project.
- C. Familiarity with proposed scope of work and project area.
- D. Record of Success on similar projects, examples of similar work.
- E. Client references for similar projects.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements by the City of Columbia. For information on DBE certification, please contact Barbara Booker at (615)-253-1072 or Barbara.Booker@tn.gov. Details and instructions for DBE certification can be found at the following website: <https://www.tn.gov/tdot/civil-rights/small-business-development-program.html>.



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 NO. 1 WITH N & S WATERPROOFING, LLC FOR THE CITY OF COLUMBIA PARKING GARAGE REHABILITATION PROJECT, WHICH INCREASES THE CONTRACT AMOUNT BY \$216,230 AND ADDS 98 DAYS TO THE CONTRACT TIME

RECOMMENDATION: Approve.

INFORMATION: City Council Approved Contract No. E-2023-02 with N & S Waterproofing, LLC for the rehabilitation of the City Parking Garage on October 12, 2023 in the amount of \$675,790

Change Order No. 1 consists of exterior façade renovations and increases the contract amount by \$216,230 as well as adds 98 days to the completion of the project. This would bring the total contract sum to \$892,020.

CERTIFICATION: The Chief Financial Officer certifies that \$216,230 will be proposed in appropriation amendment number two in Capital Projects - Parking Garage Improvements.

ATTACHMENTS: Staff Report, Exterior Façade Renovations Change Order No. 1 Proposal; N & S Waterproofing, LLC Change Order No. 1 Contract



*Specializing in Commercial
Caulking and Waterproofing*

4061 Powell Avenue
Nashville, TN 37204

Phone: (615) 298-1402
Fax: (615) 298-1403

Morrison Engineering
Attn: Jonathan Morrison

Proposal

Date: 12/15/23

Project: Columbia Police Department Exterior Façade Renovation

West Elevation – (Back Parking Lot)

- I. At exterior painted brick – *Removal by Media blasting, tucking pointing, cutout-recaulk and water repellant applied to masonry.* **\$53,300.00**
Duration 24 days to complete

East Elevation – (N. Main Street Entrance)

- I. At exterior brick/ limestone - *Pressure washing, tucking point, cutout-recaulk and water repellant applied to masonry.* **\$15,900.00**
Duration 12 days to complete

North Elevation – (PD Parking Garage)

Level 3 - At exterior painted brick – *Removal by Media blasting, tucking pointing, water repellant applied to masonry, prime and paint steel and protect security cameras.* Duration 18 days to complete

Not included behind duct work (not accessible) **\$50,560.00**

Level 2 - At exterior painted brick – *Removal by Media blasting, tucking pointing, and water repellant applied to masonry.* **\$13,980.00**
Duration 7 days to complete

Level 1 - At exterior painted brick – *Removal by Media blasting, tucking pointing, and water repellant applied to masonry.* **\$13,790.00**
Duration 7 days to complete

South Elevation – (Alley)

- I. At exterior painted brick – *Removal by Media blasting, tucking pointing, cutout-recaulk and water repellant applied to masonry.* **\$68,700.00**
Will work around piping/ conduit
Duration 30 days to complete

Total duration to complete this scope of
work 98 days.

Total for all Areas - \$216,230.00

Thank you for the opportunity to provide a budget/estimate for this project. If you have any questions, please feel free to contact me at 615-298-1402

N&S Waterproofing
John Saavedra

**Request for Construction
Change Order No. 1
Final Summary Change
Order**

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

Contract No. E 2023-02
Project Rehabilitation and Waterproofing of
City of Columbia Parking Garage

Whereas, we N&S Waterproofing, LLC entered into a contract with the City Of Columbia, on October 12, 2023, for the renovation by said Contractor of the above designated contract; and Whereas, certain items of renovation 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:

Request from the City of Columbia to perform Exterior Façade Renovation to the Columbia Police Department building located at 707 North Main Street.

Attachments (List documents supporting change):

N&S Waterproofing Proposal dated 12-15-23
See proposal for description of work

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
	West Elevation	LS	1	\$ 53,300	\$ 53,300
	East Elevation	LS	1	\$ 15,900	\$ 15,900
	North Elevation	LS	1	\$ 78,330	\$ 78,330
	South Elevation	LS	1	\$ 68,700	\$ 68,700
					\$ 216,230

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$ 675,790.00
Net Increase (Decrease) from previous Change Orders
No. 0 to 0:
\$
Contract Price prior to this Change Order:
\$ 675,790.00
Net increase (decrease) of this Change Order:
\$ 216,230.00
Contract Price with all approved Change Orders:
\$ 892,020.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: 120 Days from NTP
Substantial Completion: <u>May 28, 2024</u>
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: <u>May 28, 2024</u>
Ready for final payment: _____
Net increase (decrease) this Change Order: 98 Days
Substantial Completion: <u>September 3, 2024</u>
Ready for final payment: _____
Contract Times with all approved Change Orders:
Substantial Completion: <u>September 3, 2024</u>
Ready for final payment: _____

Now, Therefore, We, N&S Waterproofing, 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: 
DESIGNER

Date: January 24, 2024

ACCEPTED

By: *Gantt Neill*
CONTRACTOR (Authorized Signature)

Date: 24/01/2024

APPROVED:

By: _____
MAYOR (Authorized Signature)

Date: _____

Approved as to Legal Form:

By: 
C. Tim Tisher, City Attorney

N&S Change Order #1

Final Audit Report

2024-01-24

Created:	2024-01-24
By:	Jonathan Morrison (morrisonengineeringllc@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAtFyoKtsqC4gdq_EbFHHexvXuj-uw4rlf

"N&S Change Order #1" History

-  Document created by Jonathan Morrison (morrisonengineeringllc@gmail.com)
2024-01-24 - 5:21:38 PM GMT
-  Document emailed to Gantt Neill (gneill@nswaterproofing.com) for signature
2024-01-24 - 5:21:44 PM GMT
-  Email viewed by Gantt Neill (gneill@nswaterproofing.com)
2024-01-24 - 5:58:46 PM GMT
-  Document e-signed by Gantt Neill (gneill@nswaterproofing.com)
Signature Date: 2024-01-24 - 6:00:41 PM GMT - Time Source: server
-  Agreement completed.
2024-01-24 - 6:00:41 PM GMT



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: Approve and authorize the Mayor to sign a contract between the City of Columbia and the Tennessee Farm Bureau Federation for storage of the City Christmas tree.

RECOMMENDATION: Approve.

INFORMATION: The Tennessee Farm Bureau Federation has granted permission to the City of Columbia for storage of the City Christmas tree at the Agriplex, located at 1789 Tom Hitch Parkway, at no cost to the city. This contract will be for a one-year term beginning on January 01, 2024, and will renew automatically every year for consecutive one-year terms.

ATTACHMENTS: Staff Report for Farm Bureau tree storage; Farm Bureau Christmas Tree storage contract

AGREEMENT

This Mutual AGREEMENT (hereinafter referred to as "AGREEMENT") is made and entered into this 8 day of February, 2024 by and between THE CITY OF COLUMBIA, TENNESSEE (hereinafter referred to as "the City") and THE TENNESSEE FARM BUREAU FEDERATION, a Tennessee non-profit corporation (hereinafter referred to as "FARM BUREAU").

WHEREAS, the City is a Tennessee municipal entity located in Columbia, TN;

WHEREAS, Farm Bureau is a Tennessee non-profit corporation headquartered in Columbia, TN who owns property located at 1789 Tom Hitch Parkway, Columbia, TN 38401 (hereinafter referred to as "The Agriplex").

WHEREAS, the City is the owner of a large Christmas tree that is displayed annually on the steps of the Maury County, Tennessee Courthouse (hereinafter referred to as "the Christmas Tree").

WHEREAS, the City does not have an adequate storage facility for the Christmas Tree.

WHEREAS, the City wishes to store the Christmas Tree at the Agriplex.

NOW, THEREFORE, the parties do agree as follows:

1. Farm Bureau hereby grants the City permission to store the Christmas Tree at the Agriplex.
2. Farm Bureau is not responsible for any damage to the Christmas Tree resulting from any cause and is hereby held harmless for such damage.
3. There is no fee owed by the City to Farm Bureau for the right to store the Christmas Tree at the Agriplex.
4. The term of this Agreement is one (1) year beginning on January 1, 2024 and shall automatically renew for continuous and consecutive one-year terms unless terminated by one of the parties. A party may terminate this Agreement by giving thirty (30) days' written notice to the other party.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this AGREEMENT the date first above-written.

CITY OF COLUMBIA, TENNESSEE

THE TENNESSEE FARM BUREAU
FEDERATION

By: _____

By: Mary White

Name: _____

Name: Mary B White

Title: _____

Title: Comptroller

Approved as to Legal Form:

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



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH KCS BUILDING GROUP FOR PUBLIC WORKS FACILITY IMPROVEMENTS IN THE AMOUNT OF \$884,055.

RECOMMENDATION: Approve a bid award to KCS Building Group for Public Works facility improvements in the amount of \$884,055.00 and authorize the Mayor to sign the contract.

INFORMATION: Public Works is seeking to make improvements and additions to the Public Works facility by adding three (3) metal building structures to the existing building. These structures will provide additional work space, storage, protection for equipment and protection from weather for our employees.

The City requested bids for three (3) exterior covered pre-engineered metal building structures, which will be directly attached to the existing Public Works building. Details of that tabulation are included in the attachment. It was determined that KCS Building Group was the lowest responsive bidder and is therefore recommended for bid award. Painting steel was omitted on the bid and a price increase on steel in the amount of 5% has been added to the original bid, changing the project cost from \$849,000.00 to \$884,055.00. This amount remains the lowest bid.

CERTIFICATION: The Chief Financial Officer certifies that \$884,055.00 is budgeted and unencumbered in Streets-General - Buildings.

ATTACHMENTS: Staff report; Public Works Facility ITB; Bid Tab Public Works Facility; Bid Extension; KCS contract; KCS performance bond; Steel price increase; Artist rendering



Invitation to Bid – Public Works Facility
Solicitation #431-1023-27
October 5, 2023

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 P.M.CST , November 7, 2023**, and then publicly opened and read aloud for a **Public Works Facility**. If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Sommar Jaynes at (931) 560-1515.

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

Bid Instructions

To be considered, you must:

1. Have a copy of a vendor application on file with the City of Columbia prior to final bid award. You may register online using the link furnished on our web page www.columbiatn.com, Finance Department, Purchasing or a paper form, which may be downloaded from the same site.
2. A completed bid sheet as provided with this invitation together with an explanation of any exceptions taken to specifications or additional conditions of the bid.
3. Copies of warranty information, other requirements as may be included herein and any additional information pertinent to properly evaluate the bid.
4. Sign Iran Divestiture Act Statement as attached.
5. All forms must be signed by a representative of the bidder with the authority to bind the bidder.
6. All required documents shall be returned to:

Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid Public Works Facility** and opening date of bid **November 7, 2023**.

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

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

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

1. SCOPE

The City of Columbia is seeking bids to provide improvements their existing Public Works facilities. This project will include three (3) exterior covered Pre-Engineered Metal Building Structures, which are to be directly attached to the existing Public works building. These new structures are to be provided as a complete installation read for use by the city, as mandated in the specifications, attached to this Invitation to Bid, delivered to the job site at the Bidder's expense, to 110 Santa Fe Pike, Columbia, TN 38401.

1. GENERAL CONDITIONS

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

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
4. **Alternate Manufacturer Bids:** Alternate bids will be NOT be considered for this proposal.
5. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
6. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
7. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
8. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number thirteen (13) of these conditions.

9. Specifications: It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the bidder. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article unless the specifications dictate otherwise. **A statement acknowledging the name of the manufacturer or specific article as mandated in the specifications shall be made a part of the proposal.**

10. Inspection: Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the bidder promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.

11. Bid Opening: Bids may be mailed or delivered to the Purchasing Agent for the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified within the invitation to bid. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.

12. Cancellation: The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.

13. Permit Requirements: Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.

14. Financial Statements: Financial statements will be submitted upon request.

15. Term of Payment: Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.

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

a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.

b. Step Two – If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the City Manager within 10 days from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

3. SPECIAL CONDITIONS

3.1 All items' bids shall be FOB City of Columbia, Public Works Department, 110 Santa Fe Pike, Columbia, Tennessee or other designated department location within Columbia city limits.

3.2 The recommendation for award will consider compliance with bid specifications, price, delivery date, availability of parts and services, warranty and past performance of vendor/equipment.

3.3 Successful bidder must furnish one operator's manual and one parts/maintenance manual with the three (3) exterior covered Pre-Engineered Metal Building structures at time of delivery.

4. INSURANCE

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

The following insurance requirements are the minimum that will be acceptable (unless otherwise stated in #9 Specifications and Requirements):

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit).
3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

5. LAWS, TAXES AND INDEMNIFICATION

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

1. TIME OF THE ESSENCE - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet obligations and shall be cause for cancellation of purchase order.

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

- 7.1 As required by the Bidder, a deposit amount can be stated on the proposal which must be approved by the City of Columbia prior to executing the purchase order.
- 7.2 Within 14 days of presentation of an accurate invoice to the applicable department director and completion of project as determined by department director, invoice will be paid.

8. WARRANTY-

The bidder shall supply with the bid package a description of all warranties pertaining to the bid.

3. SPECIFICATIONS AND REQUIREMENTS - The specifications, as attached to this Invitation to Bid, will govern the requirements of the three (3) exterior covered Pre-Engineered Metal Building structures, which are to be directly attached to the existing Public Works building.

Substitutions meeting the intent and functionality of the specification will be NOT be considered.

PRIME BIDDER - The prime bidder and shall identify the location of their facility and service center.

INSURANCE REQUIREMENTS - City desires manufacturer's product liability insurance coverage in the amount of at least one (1) million dollars. Purchaser reserves the right to require proof of insurance from the Manufacturer prior to placing order. Certificate shall name the apparatus manufacturer, insurance company, policy number, and effective dates of the insurance policy.

BIDDER INFORMATION FORM

BID PROPOSAL FOR COLUMBIA PUBLIC WORKS FACILITY

BIDDER NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

Having examined the BUYER'S specifications for three (3) exterior covered Pre-Engineered Metal Building structures, which are to be directly attached to the existing Public Works building, the BIDDER submits a

PRICE OF:

\$ _____ Dollars and _____ Cents

Address of nearest factory authorized repair and parts facility: _____

Warranty Information enclosed? _____

Proposed manufacturer's product liability insurance coverage amounts of one (1) million dollars _____

Any Exceptions to the specifications? _____ If yes please attach explanation to all exceptions.

BIDDER understands that the bid proposal shall not be withdrawn following the date of the bid proposal opening unless the purchaser has extended the opening date.

BIDDER understands that the BUYER may reject any and all bids and may not negotiate with any BIDDER to reduce or alter the bid proposal price.

In compliance with this Invitation for Bid for three (3) exterior covered Pre-Engineered Metal Building structures and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services, at the price quoted as specified.

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

Respectfully Submitted:

Vendor Signature: _____ Title: _____ Date: _____

IRAN DIVESTMENT ACT STATEMENT

A person engages in investment activities in Iran if:

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

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

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

Vendor Name (Print):

Vendor Signature:

Date: _____

DRUG-FREE WORKPLACE AFFIDAVIT

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

1. The undersigned is a principal officer of _____

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

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

3. The Company is in compliance with T.C.A. § 50-9-113.
Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

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

Notary Public

My commission expires: _____

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

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

White _____ African American _____ American Indian/Alaskan Native _____

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

Certified DBE _____



Invitation to Bid: Public Works Facility
Solicitation # 431-1023-27
Bid Opening: 11/7/2023; 2:00 PM

Vendor	Price
KCS Building Group 1985 Ridgecrest Drive Columbia, TN 38401	\$849,000.00
S & G Construction, LLC 6016 Hays Drive Columbia, TN 38401	\$1,078,550.50
Beech Construction 541B Huntley Industrial Blvd Smyrna, TN 37167	\$1,382,588.00

This is a tabulation of all bids received.

Sommar Jaynes, Purchasing Agent

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 11th day of January in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Columbia Public Works Department
110 Santa FE Pike Columbia, TN 38401

and the Contractor:
(Name, legal status, address and other information)

KCS Building Group
1985 Ridgecrest Drive, Columbia, TN 38401

for the following Project:
(Name, location and detailed description)

20199 Columbia Public Works Phase 1
Columbia, TN

The Architect:
(Name, legal status, address and other information)

Lose Design
2809 Foster Avenue Nashville, TN 37210
Telephone Number: (615) 242-0040

The Owner and Contractor agree as follows.

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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ Contractor is not authorized to undertake any work until the date set forth in the notice to proceed.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than Three Hundred Sixty Five (365) calendar days from the date of commencement of the Work.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be eight hundred eighty-four thousand and fifty-five dollars (\$884,055.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$500.00 per day

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor within 30 days of receipt of the Application for Payment from the Architect or within the established typical billing period as set by the Owner
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2** a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

%

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Jeff Dewire
110 Santa Fe Pike Columbia, TN 38401
Telephone Number: (931) 797-5831
Jeff Riggins
110 Santa Fe Pike, Columbia, TN 38401
931-334-4303

Init.

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Al Nickel
1985 Ridgecrest Drive, Columbia TN 38401
Telephone Number: (931) 490-9782

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

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Number	Title	Date
A0.00	COVER	07/12/2023
A0.02	GENERAL NOTES & ABBREVIATIONS	07/12/2023
A0.03	GENERAL NOTES & LEGENDS	07/12/2023
A0.06	ADA STANDARDS	07/12/2023
A0.07	ADA STANDARDS	07/12/2023
A0.08	ADA STANDARDS	07/12/2023
A0.10	CODE REVIEW	07/12/2023
A0.11	LIFE SAFETY PLANS BLDG. A-C	07/12/2023
A0.30	UL ASSEMBLIES	07/12/2023
A0.31	UL ASSEMBLIES	07/12/2023
A0.50	PERSPECTIVES	07/12/2023
C0.01	GENERAL NOTES	07/14/2023
C0.02	EXISTING SURVEY	07/14/2023
C0.10	DEMOLITION PLAN (PHASE 1)	07/14/2023
C1.00	SITE LAYOUT (PHASE 1)	07/14/2023
A1.A1	DEMOLITION PLAN	07/12/2023
A1.B1	DEMOLITION ELEVATIONS	07/12/2023
A2.00	SITE PLAN	07/12/2023
A2.A1	BLDG. A NOTED & DIMENSION FLOOR PLAN	07/12/2023
A2.B1	BLDG. B NOTED & DIMENSION FLOOR PLAN	07/12/2023
A2.C1	BLDG. C NOTED & DIMENSION FLOOR PLAN	07/12/2023
A3.A1	BLDG. A ELEVATIONS	07/12/2023
A3.A2	BLDG. A SECTION & WALL SECTION	07/12/2023
A3.B1	BLDG. B ELEVATIONS	07/12/2023
A3.B2	BLDG. B SECTION & WALL SECTION	07/12/2023
A3.C1	BLDG. C ELEVATIONS	07/12/2023
A4.00	SITE & FOUNDATION COORDINATION DETAILS	07/12/2023
A4.20	PRE-ENGINEERED BUILDING DETAILS	07/12/2023
A4.21	PRE-ENGINEERED BUILDING DETAILS	07/12/2023
A6.A1	BLDG. A REFLECTED CEILING PLAN	07/12/2023
A6.B1	BLDG. B REFLECTED CEILING PLAN	07/12/2023
A6.C1	BLDG. C REFLECTED CEILING PLAN	07/12/2023
A7.A1	BLDG. A ROOF PLAN	07/12/2023
A7.B1	BLDG. B ROOF PLAN	07/12/2023
A7.C1	BLDG. C ROOF PLAN	07/12/2023
S0.1	GENERAL NOTES	07/12/2023
S0.2	SPECIAL INSPECTIONS	07/12/2023
S0.3	DETAILS AND SCHEDULES	07/12/2023
S1.0	BUILDING A & C FOUNDATION PLAN	07/12/2023
S1.1	BUILDING B FOUNDATION PLAN	07/12/2023
S2.0	DETAILS	07/12/2023
E1.00	ELECTRICAL SITE PLAN	07/12/2023
E2.A1	ELECTRICAL PLAN - SHED A	07/12/2023
E2.B1	ELECTRICAL PLAN - SHED B	07/12/2023
E2.C1	ELECTRICAL PLAN - WASHBAY	07/12/2023
E3.00	ELEC. NOTES, LIGHTING SCH., & LEGEND	07/12/2023

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.6 Specifications

Section	Title	Date	Pages
011000	SUMMARY	08/29/2023	2
012400	WEATHER DELAY	08/29/2023	2
012500	SUBSTITUTION PROCEDURES	08/29/2023	4
012600	CONTRACT MODIFICATION PROCEDURES	08/29/2023	2
012900	PAYMENT PROCEDURES	08/29/2023	6
013100	PROJECT MANAGEMENT AND COORDINATION	08/29/2023	8
013300	SUBMITTAL PROCEDURES	08/29/2023	10
014000	QUALITY REQUIREMENTS	08/29/2023	8
014200	REFERENCES	08/29/2023	12
015000	TEMPORARY FACILITIES AND CONTROLS	08/29/2023	4
016000	PRODUCT REQUIREMENTS	08/29/2023	8
017300	EXECUTION	08/29/2023	8
017419	CONSTRUCTION WASTE MANAGEMENT	08/29/2023	4
017700	CLOSEOUT PROCEDURES	08/29/2023	4
017839	PROJECT RECORD DOCUMENTS	08/29/2023	6
032000	CONCRETE REINFORCING	08/29/2023	4
033000	CAST IN PLACE CONCRETE	08/29/2023	16
042000	UNIT MASONRY	08/29/2023	20
042200	CONCRETE UNIT MASONRY	08/29/2023	12
055000	METAL FABRICATION	08/29/2023	14
071113	BITUMINOUS DAMP PROOFING	08/29/2023	2
078413	PENETRATION FIRE STOPPING	08/29/2023	6
071900	WATER REPELLENTS	08/29/2023	4
079200	JOINT SEALANT	08/29/2023	10
079500	EXPANSION CONTROL	08/29/2023	8
081113	HM DOOR AND FRAMES	08/29/2023	14
087100	DOOR HARDWARE	08/29/2023	12
096100	CONCRETE FLOOR SEALER	08/29/2023	2
104413	FIRE EXTINGUISHER CABINETS	08/29/2023	6
104416	FIRE EXTINGUISHERS	08/29/2023	4
133419	PRE-ENGINEERED METAL BUILDING SYSTEM	08/29/2023	26
260501	GENERAL PROVISIONS	08/29/2023	4
260519	LOW VOLTAGE POWER CONDUCTORS & CABLES	08/29/2023	4
260526	GROUNDINGS AND BONDING	08/29/2023	4
260533	RACEWAYS AND BOXES	08/29/2023	4
262726	WIRING DEVICES	08/29/2023	4
262813	OVERCURRENT PROTECTIVE DEVICES	08/29/2023	2
265113	LIGHTING	08/29/2023	4
313116	TERMITE CONTROL	08/29/2023	6

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	November 01, 2023	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Chaz Molder, Mayor
City of Columbia, Tennessee
(Printed name and title)

CONTRACTOR (Signature)

Al Nickel
KCS Building Group
(Printed name and title)

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Additions and Deletions Report for AIA® Document A101® – 2017

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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 11:03:22 ET on 12/19/2023.

PAGE 1

AGREEMENT made as of the 11th day of January in the year 2024

...

Columbia Public Works Department
110 Santa FE Pike Columbia, TN 38401

...

KCS Building Group
1985 Ridgecrest Drive, Columbia, TN 38401

...

20199 Columbia Public Works Phase 1
Columbia, TN

...

Lose Design
2809 Foster Avenue Nashville, TN 37210
Telephone Number: (615) 242-0040

PAGE 2

[-] The date of this Agreement.

...

~~[-] A date set forth in a notice to proceed issued by the Owner. X] Contractor is not authorized to undertake any work until the date set forth in the notice to proceed.~~

...

[—] Established as follows:

PAGE 3

[X] Not later than Three Hundred Sixty-Five (365) calendar days from the date of commencement of the Work.

MIS

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be eight hundred eighty four thousand and fifty five dollars (\$ 884,055.00), subject to additions and deductions as provided in the Contract Documents.

None

... None

None

...

\$500.00 per day

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor ~~net4ater-4han-the--def-the--menth4f-an~~

Payment within 30 days of receipt of the Application for Payment from the Architect or within the established typical billing period as set by the Owner

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[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Jeff Dewire

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110 Santa Fe Pike Columbia, TN 38401
Telephone Number: (931) 797-5831
Jeff Riggins
110 Santa Fe Pike, Columbia, TN 38401
931-334-4303

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Al Nickel
1985 Ridgecrest Drive, Columbia TN 38401
Telephone Number: (931) 490-9782

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...

Addendum #1

November 01, 2023

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Chaz Molder, Mayor
City of Columbia, Tennessee

Al Nickel
KCS Building Group

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , 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 11:03:22 ET on 12/19/2023 under Order No. 2114431156 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 11th day of January in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Columbia Public Works Department
110 Santa FE Pike Columbia, TN 38401

and the Contractor:
(Name, legal status, address and other information)

KCS Building Group
1985 Ridgecrest Drive, Columbia, TN 38401

for the following Project:
(Name, location and detailed description)

20199 Columbia Public Works Phase 1
Columbia, TN

The Architect:
(Name, legal status, address and other information)

Lose Design
2809 Foster Avenue Nashville, TN 37210
Telephone Number: (615) 242-0040

The Owner and Contractor agree as follows.

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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of this Agreement.

☒ Contractor is not authorized to undertake any work until the date set forth in the notice to proceed.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Int.

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§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than Three Hundred Sixty Five (365) calendar days from the date of commencement of the Work.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be eight hundred eighty-four thousand and fifty-five dollars (\$884,055.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$500.00 per day

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor within 30 days of receipt of the Application for Payment from the Architect or within the established typical billing period as set by the Owner
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

%

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Jeff Dewire
110 Santa Fe Pike Columbia, TN 38401
Telephone Number: (931) 797-5831
Jeff Riggins
110 Santa Fe Pike, Columbia, TN 38401
931-334-4303

init.

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Al Nickel
1985 Ridgecrest Drive, Columbia TN 38401
Telephone Number: (931) 490-9782

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- 3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- 4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- 5 Drawings

init.

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Number	Title	Date
A0.00	COVER	07/12/2023
A0.02	GENERAL NOTES & ABBREVIATIONS	07/12/2023
A0.03	GENERAL NOTES & LEGENDS	07/12/2023
A0.06	ADA STANDARDS	07/12/2023
A0.07	ADA STANDARDS	07/12/2023
A0.08	ADA STANDARDS	07/12/2023
A0.10	CODE REVIEW	07/12/2023
A0.11	LIFE SAFETY PLANS BLDG. A-C	07/12/2023
A0.30	UL ASSEMBLIES	07/12/2023
A0.31	UL ASSEMBLIES	07/12/2023
A0.50	PERSPECTIVES	07/12/2023
C0.01	GENERAL NOTES	07/14/2023
C0.02	EXISTING SURVEY	07/14/2023
C0.10	DEMOLITION PLAN (PHASE 1)	07/14/2023
C1.00	SITE LAYOUT (PHASE 1)	07/14/2023
A1.A1	DEMOLITION PLAN	07/12/2023
A1.B1	DEMOLITION ELEVATIONS	07/12/2023
A2.00	SITE PLAN	07/12/2023
A2.A1	BLDG. A NOTED & DIMENSION FLOOR PLAN	07/12/2023
A2.B1	BLDG. B NOTED & DIMENSION FLOOR PLAN	07/12/2023
A2.C1	BLDG. C NOTED & DIMENSION FLOOR PLAN	07/12/2023
A3.A1	BLDG. A ELEVATIONS	07/12/2023
A3.A2	BLDG. A SECTION & WALL SECTION	07/12/2023
A3.B1	BLDG. B ELEVATIONS	07/12/2023
A3.B2	BLDG. B SECTION & WALL SECTION	07/12/2023
A3.C1	BLDG. C ELEVATIONS	07/12/2023
A4.00	SITE & FOUNDATION COORDINATION DETAILS	07/12/2023
A4.20	PRE-ENGINEERED BUILDING DETAILS	07/12/2023
A4.21	PRE-ENGINEERED BUILDING DETAILS	07/12/2023
A6.A1	BLDG. A REFLECTED CEILING PLAN	07/12/2023
A6.B1	BLDG. B REFLECTED CEILING PLAN	07/12/2023
A6.C1	BLDG. C REFLECTED CEILING PLAN	07/12/2023
A7.A1	BLDG. A ROOF PLAN	07/12/2023
A7.B1	BLDG. B ROOF PLAN	07/12/2023
A7.C1	BLDG. C ROOF PLAN	07/12/2023
S0.1	GENERAL NOTES	07/12/2023
S0.2	SPECIAL INSPECTIONS	07/12/2023
S0.3	DETAILS AND SCHEDULES	07/12/2023
S1.0	BUILDING A & C FOUNDATION PLAN	07/12/2023
S1.1	BUILDING B FOUNDATION PLAN	07/12/2023
S2.0	DETAILS	07/12/2023
E1.00	ELECTRICAL SITE PLAN	07/12/2023
E2.A1	ELECTRICAL PLAN - SHED A	07/12/2023
E2.B1	ELECTRICAL PLAN - SHED B	07/12/2023
E2.C1	ELECTRICAL PLAN - WASHBAY	07/12/2023
E3.00	ELEC. NOTES, LIGHTING SCH., & LEGEND	07/12/2023

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.6 Specifications

Section	Title	Date	Pages
011000	SUMMARY	08/29/2023	2
012400	WEATHER DELAY	08/29/2023	2
012500	SUBSTITUTION PROCEDURES	08/29/2023	4
012600	CONTRACT MODIFICATION PROCEDURES	08/29/2023	2
012900	PAYMENT PROCEDURES	08/29/2023	6
013100	PROJECT MANAGEMENT AND COORDINATION	08/29/2023	8
013300	SUBMITTAL PROCEDURES	08/29/2023	10
014000	QUALITY REQUIREMENTS	08/29/2023	8
014200	REFERENCES	08/29/2023	12
015000	TEMPORARY FACILITIES AND CONTROLS	08/29/2023	4
016000	PRODUCT REQUIREMENTS	08/29/2023	8
017300	EXECUTION	08/29/2023	8
017419	CONSTRUCTION WASTE MANAGEMENT	08/29/2023	4
017700	CLOSEOUT PROCEDURES	08/29/2023	4
017839	PROJECT RECORD DOCUMENTS	08/29/2023	6
032000	CONCRETE REINFORCING	08/29/2023	4
033000	CAST IN PLACE CONCRETE	08/29/2023	16
042000	UNIT MASONRY	08/29/2023	20
042200	CONCRETE UNIT MASONRY	08/29/2023	12
055000	METAL FABRICATION	08/29/2023	14
071113	BITUMINOUS DAMP PROOFING	08/29/2023	2
078413	PENETRATION FIRE STOPPING	08/29/2023	6
071900	WATER REPELLENTS	08/29/2023	4
079200	JOINT SEALANT	08/29/2023	10
079500	EXPANSION CONTROL	08/29/2023	8
081113	HM DOOR AND FRAMES	08/29/2023	14
087100	DOOR HARDWARE	08/29/2023	12
096100	CONCRETE FLOOR SEALER	08/29/2023	2
104413	FIRE EXTINGUISHER CABINETS	08/29/2023	6
104416	FIRE EXTINGUISHERS	08/29/2023	4
133419	PRE-ENGINEERED METAL BUILDING SYSTEM	08/29/2023	26
260501	GENERAL PROVISIONS	08/29/2023	4
260519	LOW VOLTAGE POWER CONDUCTORS & CABLES	08/29/2023	4
260526	GROUNDINGS AND BONDING	08/29/2023	4
260533	RACEWAYS AND BOXES	08/29/2023	4
262726	WIRING DEVICES	08/29/2023	4
262813	OVERCURRENT PROTECTIVE DEVICES	08/29/2023	2
265113	LIGHTING	08/29/2023	4
313116	TERMITE CONTROL	08/29/2023	6

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	November 01, 2023	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Int.

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[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Chaz Molder, Mayor
City of Columbia, Tennessee
(Printed name and title)

CONTRACTOR (Signature)

Al Nickel
KCS Building Group
(Printed name and title)

By: 
C. Tim Tish, City Attorney

Init.

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Additions and Deletions Report for AIA® Document A101® – 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 11:03:22 ET on 12/19/2023.

PAGE 1

AGREEMENT made as of the 11th day of January in the year 2024

...

Columbia Public Works Department
110 Santa FE Pike Columbia, TN 38401

...

KCS Building Group
1985 Ridgecrest Drive, Columbia, TN 38401

...

20199 Columbia Public Works Phase 1
Columbia, TN

...

Lose Design
2809 Foster Avenue Nashville, TN 37210
Telephone Number: (615) 242-0040

PAGE 2

[-] The date of this Agreement.

...

[-] ~~A date set forth in a notice to proceed issued by the Owner.~~ X] Contractor is not authorized to undertake any work until the date set forth in the notice to proceed.

...

[—] Established as follows:

PAGE 3

[X] Not later than Three Hundred Sixty-Five (365) calendar days from the date of commencement of the Work.

N/A

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be eight hundred eighty four thousand and fifty five dollars (\$ 884,055.00), subject to additions and deductions as provided in the Contract Documents.

None

... None

None

...

\$500.00 per day

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor ~~not later than the def-the-menth4f-an~~

Payment: within 30 days of receipt of the Application for Payment from the Architect or within the established typical billing period as set by the Owner

PAGE 6

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Jeff Dewire

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Telephone Number: (931) 797-5831
Jeff Riggins
110 Santa Fe Pike, Columbia, TN 38401
931-334-4303

PAGE 7

Al Nickel
1985 Ridgecrest Drive, Columbia TN 38401
Telephone Number: (931) 490-9782

PAGE 8

<u>A0.00</u>	<u>COVER</u>	<u>07/12/2023</u>
<u>A0.02</u>	<u>GENERAL NOTES & ABBREVIATIONS</u>	<u>07/12/2023</u>
<u>A0.03</u>	<u>GENERAL NOTES & LEGENDS</u>	<u>07/12/2023</u>
<u>A0.06</u>	<u>ADA STANDARDS</u>	<u>07/12/2023</u>
<u>A0.07</u>	<u>ADA STANDARDS</u>	<u>07/12/2023</u>
<u>A0.08</u>	<u>ADA STANDARDS</u>	<u>07/12/2023</u>
<u>A0.10</u>	<u>CODE REVIEW</u>	<u>07/12/2023</u>
<u>A0.11</u>	<u>LIFE SAFETY PLANS BLDG. A-C</u>	<u>07/12/2023</u>
<u>A0.30</u>	<u>UL ASSEMBLIES</u>	<u>07/12/2023</u>
<u>A0.31</u>	<u>UL ASSEMBLIES</u>	<u>07/12/2023</u>
<u>A0.50</u>	<u>PERSPECTIVES</u>	<u>07/12/2023</u>
<u>C0.01</u>	<u>GENERAL NOTES</u>	<u>07/14/2023</u>
<u>C0.02</u>	<u>EXISTING SURVEY</u>	<u>07/14/2023</u>
<u>C0.10</u>	<u>DEMOLITION PLAN (PHASE 1)</u>	<u>07/14/2023</u>
<u>C1.00</u>	<u>SITE LAYOUT (PHASE 1)</u>	<u>07/14/2023</u>
<u>A1.A1</u>	<u>DEMOLITION PLAN</u>	<u>07/12/2023</u>
<u>A1.B1</u>	<u>DEMOLITION ELEVATIONS</u>	<u>07/12/2023</u>
<u>A2.00</u>	<u>SITE PLAN</u>	<u>07/12/2023</u>
<u>A2.A1</u>	<u>BLDG. A NOTED & DIMENSION FLOOR PLAN</u>	<u>07/12/2023</u>
<u>A2.B1</u>	<u>BLDG. B NOTED & DIMENSION FLOOR PLAN</u>	<u>07/12/2023</u>
<u>A2.C1</u>	<u>BLDG. C NOTED & DIMENSION FLOOR PLAN</u>	<u>07/12/2023</u>
<u>A3.A1</u>	<u>BLDG. A ELEVATIONS</u>	<u>07/12/2023</u>
<u>A3.A2</u>	<u>BLDG. A SECTION & WALL SECTION</u>	<u>07/12/2023</u>
<u>A3.B1</u>	<u>BLDG. B ELEVATIONS</u>	<u>07/12/2023</u>
<u>A3.B2</u>	<u>BLDG. B SECTION & WALL SECTION</u>	<u>07/12/2023</u>
<u>A3.C1</u>	<u>BLDG. C ELEVATIONS</u>	<u>07/12/2023</u>
<u>A4.00</u>	<u>SITE & FOUNDATION COORDINATION DETAILS</u>	<u>07/12/2023</u>
<u>A4.20</u>	<u>PRE-ENGINEERED BUILDING DETAILS</u>	<u>07/12/2023</u>
<u>A4.21</u>	<u>PRE-ENGINEERED BUILDING DETAILS</u>	<u>07/12/2023</u>
<u>A6.A1</u>	<u>BLDG. A REFLECTED CEILING PLAN</u>	<u>07/12/2023</u>
<u>A6.B1</u>	<u>BLDG. B REFLECTED CEILING PLAN</u>	<u>07/12/2023</u>
<u>A6.C1</u>	<u>BLDG. C REFLECTED CEILING PLAN</u>	<u>07/12/2023</u>
<u>A7.A1</u>	<u>BLDG. A ROOF PLAN</u>	<u>07/12/2023</u>
<u>A7.B1</u>	<u>BLDG. B ROOF PLAN</u>	<u>07/12/2023</u>
<u>A7.C1</u>	<u>BLDG. C ROOF PLAN</u>	<u>07/12/2023</u>
<u>S0.1</u>	<u>GENERAL NOTES</u>	<u>07/12/2023</u>
<u>S0.2</u>	<u>SPECIAL INSPECTIONS</u>	<u>07/12/2023</u>
<u>S0.3</u>	<u>DETAILS AND SCHEDULES</u>	<u>07/12/2023</u>
<u>S1.0</u>	<u>BUILDING A & C FOUNDATION PLAN</u>	<u>07/12/2023</u>
<u>S1.1</u>	<u>BUILDING B FOUNDATION PLAN</u>	<u>07/12/2023</u>
<u>S2.0</u>	<u>DETAILS</u>	<u>07/12/2023</u>
<u>E1.00</u>	<u>ELECTRICAL SITE PLAN</u>	<u>07/12/2023</u>
<u>E2.A1</u>	<u>ELECTRICAL PLAN - SHED A</u>	<u>07/12/2023</u>
<u>E2.B1</u>	<u>ELECTRICAL PLAN - SHED B</u>	<u>07/12/2023</u>
<u>E2.C1</u>	<u>ELECTRICAL PLAN - WASHBAY</u>	<u>07/12/2023</u>
<u>E3.00</u>	<u>ELEC. NOTES, LIGHTING SCH., & LEGEND</u>	<u>07/12/2023</u>

<u>011000</u>	<u>SUMMARY</u>	<u>08/29/2023</u>	<u>2</u>
<u>012400</u>	<u>WEATHER DELAY</u>	<u>08/29/2023</u>	<u>2</u>
<u>012500</u>	<u>SUBSTITUTION PROCEDURES</u>	<u>08/29/2023</u>	<u>4</u>
<u>012600</u>	<u>CONTRACT MODIFICATION PROCEDURES</u>	<u>08/29/2023</u>	<u>2</u>
<u>012900</u>	<u>PAYMENT PROCEDURES</u>	<u>08/29/2023</u>	<u>6</u>
<u>013100</u>	<u>PROJECT MANAGEMENT AND COORDINATION</u>	<u>08/29/2023</u>	<u>8</u>
<u>013300</u>	<u>SUBMITTAL PROCEDURES</u>	<u>08/29/2023</u>	<u>10</u>
<u>014000</u>	<u>QUALITY REQUIREMENTS</u>	<u>08/29/2023</u>	<u>8</u>
<u>014200</u>	<u>REFERENCES</u>	<u>08/29/2023</u>	<u>12</u>
<u>015000</u>	<u>TEMPORARY FACILITIES AND CONTROLS</u>	<u>08/29/2023</u>	<u>4</u>
<u>016000</u>	<u>PRODUCT REQUIREMENTS</u>	<u>08/29/2023</u>	<u>8</u>
<u>017300</u>	<u>EXECUTION</u>	<u>08/29/2023</u>	<u>8</u>
<u>017419</u>	<u>CONSTRUCTION WASTE MANAGEMENT</u>	<u>08/29/2023</u>	<u>4</u>
<u>017700</u>	<u>CLOSEOUT PROCEDURES</u>	<u>08/29/2023</u>	<u>4</u>
<u>017839</u>	<u>PROJECT RECORD DOCUMENTS</u>	<u>08/29/2023</u>	<u>6</u>
<u>032000</u>	<u>CONCRETE REINFORCING</u>	<u>08/29/2023</u>	<u>4</u>
<u>033000</u>	<u>CAST IN PLACE CONCRETE</u>	<u>08/29/2023</u>	<u>16</u>
<u>042000</u>	<u>UNIT MASONRY</u>	<u>08/29/2023</u>	<u>20</u>
<u>042200</u>	<u>CONCRETE UNIT MASONRY</u>	<u>08/29/2023</u>	<u>12</u>
<u>055000</u>	<u>METAL FABRICATION</u>	<u>08/29/2023</u>	<u>14</u>
<u>071113</u>	<u>BITUMINOUS DAMP PROOFING</u>	<u>08/29/2023</u>	<u>2</u>
<u>078413</u>	<u>PENETRATION FIRE STOPPING</u>	<u>08/29/2023</u>	<u>6</u>
<u>071900</u>	<u>WATER REPELLENTS</u>	<u>08/29/2023</u>	<u>4</u>
<u>079200</u>	<u>JOINT SEALANT</u>	<u>08/29/2023</u>	<u>10</u>
<u>079500</u>	<u>EXPANSION CONTROL</u>	<u>08/29/2023</u>	<u>8</u>
<u>081113</u>	<u>HM DOOR AND FRAMES</u>	<u>08/29/2023</u>	<u>14</u>
<u>087100</u>	<u>DOOR HARDWARE</u>	<u>08/29/2023</u>	<u>12</u>
<u>096100</u>	<u>CONCRETE FLOOR SEALER</u>	<u>08/29/2023</u>	<u>2</u>
<u>104413</u>	<u>FIRE EXTINGUISHER CABINETS</u>	<u>08/29/2023</u>	<u>6</u>
<u>104416</u>	<u>FIRE EXTINGUISHERS</u>	<u>08/29/2023</u>	<u>4</u>
<u>133419</u>	<u>PRE-ENGINEERED METAL BUILDING SYSTEM</u>	<u>08/29/2023</u>	<u>26</u>
<u>260501</u>	<u>GENERAL PROVISIONS</u>	<u>08/29/2023</u>	<u>4</u>
<u>260519</u>	<u>LOW VOLTAGE POWER CONDUCTORS & CABLES</u>	<u>08/29/2023</u>	<u>4</u>
<u>260526</u>	<u>GROUNDINGS AND BONDING</u>	<u>08/29/2023</u>	<u>4</u>
<u>260533</u>	<u>RACEWAYS AND BOXES</u>	<u>08/29/2023</u>	<u>4</u>
<u>262726</u>	<u>WIRING DEVICES</u>	<u>08/29/2023</u>	<u>4</u>
<u>262813</u>	<u>OVERCURRENT PROTECTIVE DEVICES</u>	<u>08/29/2023</u>	<u>2</u>
<u>265113</u>	<u>LIGHTING</u>	<u>08/29/2023</u>	<u>4</u>
<u>313116</u>	<u>TERMITE CONTROL</u>	<u>08/29/2023</u>	<u>6</u>

...

Addendum #1November 01, 20233

PAGE 10

Chaz Molder, Mayor
City of Columbia, Tennessee

Al Nickel
KCS Building Group

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , 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 11:03:22 ET on 12/19/2023 under Order No. 2114431156 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

THE CINCINNATI INSURANCE COMPANY

Performance Bond

CONTRACTOR (Name, legal status and address):

KCS Building Group LLC
PO Box 397
Columbia, TN 38402

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

City of Columbia, Purchasing Dept
700 N Garden St.
Columbia, TN 38401

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: January 22, 2024

Amount: \$884,055.00

Description (Name and location):

Columbia Public Works Facility - Add 3 additional sheds to existing buildings

BOND

Date (Not earlier than Construction Contract Date): January 22, 2024

Amount: \$884,055.00

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
KCS Building Group LLC

Signature: 

Name and Title: *Wade Kneiss Member*

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: 

Name and Title: *T. Marshall Fuson, III Attorney in-Fact*

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Morrison & Fuson Insurance Agency, Inc.
104 CHURCH ST
DICKSON, TN

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

KCS Building Group LLC

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 Edition.
S-2100-AIA-A312 (11/10) PERFORMANCE BOND

Page 4

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Kendra Ferebee, Stacy Elizabeth Tipping, T. Marshall Fuson, III, Stephanie Fuson Scott, Thomas Fuson, Jr.,

of DICKSON, TN

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Five Million Dollars and 00/100 (\$5,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 8th day of February, 2024.



Ed H.

THE CINCINNATI INSURANCE COMPANY

Payment Bond

CONTRACTOR (Name, legal status and address):

KCS Building Group LLC

PO Box 397

Columbia, TN 38402

OWNER (Name, legal status and address):

City of Columbia, Purchasing Dept

700 N Garden St.

Columbia, TN 38401

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: January 22, 2024

Amount: \$884,055.00

Description (Name and location):

Columbia Public Works Facility - Add 3 additional sheds to existing buildings

BOND

Date (Not earlier than Construction Contract Date): January 22, 2024

Amount: \$884,055.00

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

KCS Building Group LLC

Signature: 

Name and Title: *Wade Kincaid Member*

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Morrison & Fuson Insurance Agency, Inc.

104 CHURCH ST

DICKSON, TN

SURETY

Company: (Corporate Seal)

THE CINCINNATI INSURANCE COMPANY

Signature: 

Name and Title: *T. Marshall Fuson, III Attorney-In-Fact*

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

- 1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1** Claimants, who do not have a direct contract with the Contractor,
 - 1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 2** have sent a Claim to the Surety (at the address described in Section 13).
 - 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2** Pay or arrange for payment of any undisputed amounts.
- 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1** the name of the Claimant;
- .2** the name of the person for whom the labor was done, or materials or equipment furnished;
- .3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4** a brief description of the labor, materials or equipment furnished;
- .5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7** the total amount of previous payments received by the Claimant; and
- .8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
KCS Building Group LLC

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 Edition.
S-2150-AIA-A312 (11/10) PAYMENT BOND

Page 8

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Kendra Ferebee, Stacy Elizabeth Tipping, T. Marshall Fuson, III, Stephanie Fuson Scott, Thomas Fuson, Jr.,

of DICKSON, TN

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

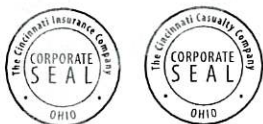
Five Million Dollars and 00/100 (\$5,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 8th day of February, 2024.



BN-1457 (3/21)

Ed H



January 3, 2024

Regarding the bid for Columbia Public Works shed addition: Invitation to Bid – Public Works Facility- Solicitation #431-1023-27.

➤ **Contract Price of \$849,000 Adjustment as noted below:**

- **During the interim between winning the bid and awarding the bid, the metal building package cost has increased to KCS Building Group per the attached vendor letter. KCS Building Group respectfully requests that percentage be added to the greater bid price as follows:**

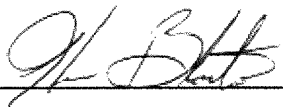
\$16,500/ Sixteen Thousand Five Hundred and 00/100

- **Item originally missed on the bid to be added: Painting erected steel per "to be painted in the field"**

\$18,555/ Eighteen Thousand Five Hundred Fifty-five and 00/100

➤ **New Contract Price:**

\$884,055.00 Eight Hundred Eighty-four Thousand Fifty-five and 00/100

Authorized Signature:  Date: 01-03-24

Steven Blanton, Project Manager/Estimator

KCS Building Group

1985 Ridgecrest Dr.

Columbia, TN 38401



PREMIER BUILDING SYSTEMS

1612 Westgate Circle, Ste. 121 • Brentwood, TN 37027 • (615) 656-8934 • (800) 882-5150

December 15, 2023

To whom it may concern:

We will be implementing a ~5% price increase effective Monday, December 18. If you have a pending job that might be ordered next week, please contact me today and I can protect your price until Thursday, December 21.

Please contact me with any questions.

Thank you!

Douglas A. Beck, Pres.

Douglas A. Beck
Premier Building Systems



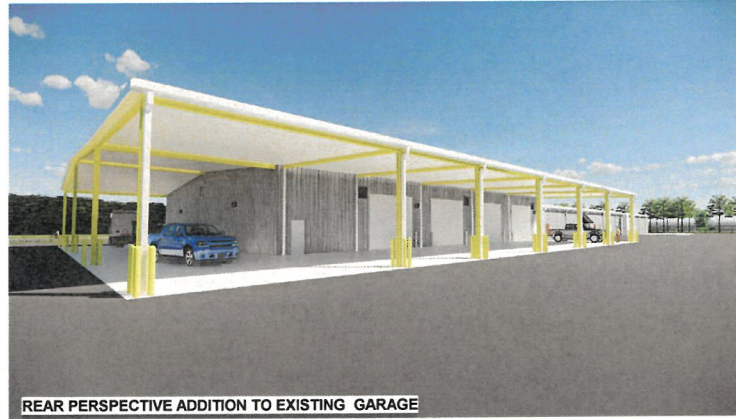
FRONT ENTRY PERSPECTIVE - FROM SANTA FE PIKE



FRONT ENTRY PERSPECTIVE - FROM MAIN ENTRANCE



REAR PERSPECTIVE ADDITION TO EXISTING GARAGE



REAR PERSPECTIVE ADDITION TO EXISTING GARAGE



REAR PERSPECTIVE

NO.	DATE	DESCRIPTION



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

RATIFY AN AGREEMENT WITH QUALITY MANAGEMENT SERVICES, LLC IN THE AMOUNT OF \$4,500 TO INCLUDE REIMBURSEMENT OF TRAVEL EXPENSES TO PROVIDE STRATEGIC PLANNING CONSULTING SERVICES TO THE CITY OF COLUMBIA – CITY MANAGER’S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: This letter of agreement outlines the timeline, activities and expectations for the 2024 Strategic Planning Session between the City of Columbia and Quality Management Services.

CERTIFICATION: The Chief Financial Officer certifies that \$4,500 is budgeted and unencumbered in City Council - Professional Services.

ATTACHMENTS: Staff Report – Quality Management Services, Quality Management Services Agreement

January 9, 2024

Mr. Tony Massey
City Manager
City of Columbia
700 North Garden Street
Columbia, TN. 38401

Dear Tony:

Thank you for the opportunity to assist the City of Columbia with an abbreviated Strategic Planning for 2024! The purpose of this planning session will be two-fold:

- ☐ Update the Council on progress made on the 2023 Strategic Plan
- ☐ Discuss the top priority issue of each Council member

Advance Preparation

I will conduct telephone interviews of approximately 30 minutes with each Council Member individually, seven (7) in total. Each person will be asked to identify their top priority initiative/improvement they would like to have addressed in the future and expound upon it. The interviews will be conducted in late January, 2024. A report of this feedback and input will be prepared for sharing in the upcoming City Council Planning Workshop. Communication regarding the above, as well as preparation of the agenda, participant materials, and a set-up request will be done.

Facilitated City Council Planning Workshop

The City Council Planning Workshop will be held on Monday, February 5, 2024, 9:30 am to 4:00 pm. I will assist in the advance communication with participants and facilitate the Workshop. A summary report of the outcomes will be submitted to you by February 16, 2024, with the opportunity for you to review and approve the draft report before it is finalized.

The professional fee for the services outlined above is \$4,500.00, plus the expenses of travel (mileage, lodging, meals, parking, tips, etc.). An invoice for a down payment of 25% of the professional fee will be submitted to you upon execution of this Letter of Agreement. The remainder of the fee will be invoiced upon completion of the Planning Workshop. Invoices are due upon receipt.

The City of Columbia is to support advance communication with participants, make all site arrangements and ensure that the meeting room, equipment, supplies, and any food & beverage are provided. Electronic files of participant materials will be submitted to the City for printing as requested by QMS.

If you are in agreement, please sign and date this Letter of Agreement and send a copy to me. Tony, thanks again.

All the best,



Judy Z. King, ISHC

Accepted for

The City of Columbia by,

(Signature)

(Printed name)

____/____/____

Accepted for QMS by,



Judy Z. King, ISHC

1/9/24

Revised for Legal Form

By: 
C. Tim Tisher, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Kellye Murphy, Tourism Director, kmurphy@columbiatn.com, 931-560-1579

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE 2024 LETTER OF AGREEMENT BETWEEN THE CITY OF COLUMBIA, COLUMBIA MAIN STREET, AND THE TENNESSEE MAIN STREET PROGRAM CONFIRMING PARTICIPATION IN THE MAIN STREET PROGRAM AND THE ANNUAL ACCREDITATION PROCESS WITH THE NATIONAL MAIN STREET CENTER

RECOMMENDATION: Approve.

INFORMATION: This letter of agreement confirms the participation of the local community and the local Main Street America organization as a designated Tennessee Main Street program and participant in the national Main Street network. This designation allows the local program to participate in the training and promotional activities of the Tennessee Main Street Program, to use its name, logo and signage, to receive technical assistance and resources, to apply for Downtown Improvement grants, and to seek annual accreditation from the National Main Street Center.

ATTACHMENTS: Staff Report TN Main Street; 2024 TN Main Street Agreement



2024 LETTER OF AGREEMENT

Program Policies and Services

Due by March 1, 2024



Tennessee Main Street Program

A Coordinating Partner of the National Main Street Center

Tennessee Department of Economic and Community Development

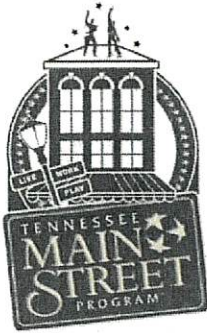
312 Rosa L. Parks Avenue, 27th Floor

Nashville, Tennessee 37243

Nancy Williams, Program Director

Telephone: 615.806.3185

Nancy.Williams@TN.gov



LETTER OF AGREEMENT

This letter of agreement is entered into by the Tennessee Main Street Program, a program of the Tennessee Department of Economic and Community Development and coordinating partner of the National Main Street Center, and the community/local organization listed below.

This letter of agreement confirms the participation of the local community and the local Main Street America™ organization as a designated Tennessee Main Street program and participant in the National Main Street network. This designation allows the local program to participate in the training and promotional activities of the Tennessee Main Street Program, to use its name, logo and signage, to receive technical assistance and resources, to apply for Downtown Improvement grants, and to seek annual accreditation from the National Main Street Center.

The Tennessee Main Street program, represented by the state coordinator and representatives of the Tennessee Department of Economic and Community Development (ECD), will provide services to the following organization:

Local Main Street Organization Columbia Main Street
Address 713 N Main Street
City Columbia, Tennessee Zip Code 38401
Organization/ primary contact email address kjohnson@columbiatn.com
Telephone ⁽⁹³¹⁾ 560-1507 FAX N/A Website columbiainstreet.com
Non-profit status 501c3 FEIN Number 62-1195608

Manager/Director Kelli Johnson Hire date 3/01/2022

Board of Directors:

President <u>Suzanne Granser</u>	Term expires <u>2024</u>
Vice President _____	Term expires _____
Secretary <u>Lorie Fisher</u>	Term expires <u>2025</u>
Treasurer <u>Ron Granser</u>	Term expires <u>2026</u>

Policies and Procedures

The local Main Street America™ organization (as named in this agreement) shall comply with the following policies and procedures set forth by the Tennessee Main Street Program:

- A. Submission of an Annual Report to the Tennessee Main Street Program based on the **National Main Street Center's Standards of Performance for Recognition**. The annual report determines program designation by the State of Tennessee who will use the report to recommend national accreditation for the program to the National Main Street Center. This report shall be submitted by the local organization upon request and reviewed by the Tennessee Main Street Program staff. It should clearly demonstrate:
 - 1. Broad-Based Community Commitment to Revitalization
 - 2. Inclusive Leadership and Organizational Capacity
 - 3. Diversified Funding and Sustainable Program Operations
 - 4. Strategy-Driven Programming
 - 5. Preservation-Based Economic Development
 - 6. Demonstrated Impact and Results
- B. Provision of professional staff (manager/director) for the local Main Street America™ organization. This may be full-time or part-time, depending on community size and resources, though full-time is recommended. In the event the local Main Street America™ organization manager/director position is vacated during the term of this agreement, the local program agrees to fill the position within a reasonable amount of time and with a person meeting the qualifications for professional staff. The Tennessee Main Street Program reserves the right to suspend or cancel designation if the position is vacated for more than six (6) months. Upon filling the position, the local program will be required to send the new Main Street America™ manager/director to new manager training offered in conjunction with the quarterly managers' meetings.
- C. Agree to send a representative (manager/director or board member) to attend a minimum of three quarterly managers' meetings or approved conferences (Tennessee ECD Governor's Conference or National Main Street Conference) during the calendar year. At least one of the three required meetings should be a quarterly managers' meeting.
- E. Acknowledgement of Tennessee Main Street Program assistance in projects when applicable and in an appropriate method (publications, media, etc.).

Program Services

The Tennessee Main Street Program provides many services to assist designated communities. This ranges from working with newly designated programs on developing core competencies to helping mature programs maintain focus and effectiveness. The Tennessee Main Street program agrees to provide the following services to the designated local Main Street™ organization:

- A. Training opportunities to further understanding of the Four-Point Approach™ to downtown revitalization and management, including critical tools such as design and economic strategies, market-driven promotions and organizational functions.
- B. Guidance and resources for the manager/director and board president. This may include telephone and email consultation, access to the Tennessee Main Street reference library and files, select publications and regular communication of important materials.
- C. Recognition as a nationally accredited Main Street America™ community in press releases and on the <http://www.tn.gov/ecd> website and invitation to apply for Downtown Improvement Grants, TN Placemakers Grants, Historic Preservation Grants and other programs as funding becomes available.
- D. Comprehensive review of the Annual Designation Report, collecting and publishing the annual reinvestment statistics to illustrate the economic impact of all designated Tennessee Main Street programs (and communicate those results to the National Main Street Center), and provide recommendations for program improvement as needed.
- E. Make on-site visits as needed to monitor local programs and provide technical assistance to the staff, committees and board members. The Tennessee Main Street Program Director will visit each designated community at least every other calendar year.
- F. Promote the local, state and national Main Street America™ programs through public presentations, community meetings and partnership development in order to serve as a statewide resource for downtown revitalization and management strategies.

Logo and Signage Usage



The Tennessee Main Street logo (illustrated on the left) and signage is for use by programs and communities that have received designation from the Tennessee Main Street Program and Tennessee Department of Economic and Community Development.

The National Main Street Center owns the trademark for the Phrase "Main Street America" as it applies to the revitalization of traditional and historic commercial districts. The NMSC allows state and local coordinating programs involved in the revitalization of these commercial districts based upon the National Main Street Center's "Four Point Approach" to use the name "Main Street" to describe their programs.

If a program and community are no longer designated by the Tennessee Main Street program, all usage of the Tennessee Main Street name, logo and signage are prohibited. References to Tennessee Main Street (website, street signage, etc.) must be removed from public viewing and use.

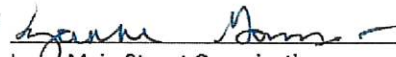


Termination

Should the local Main Street America™ organization be unwilling or unable to meet the terms of this agreement, the Tennessee Main Street Program may no longer grant state level designation. Under those circumstances, the Tennessee Main Street Program Director will send a written report identifying the issues and providing guidance on how to proceed within a specified period of time. If the local Main Street America™ program fails to make the recommended corrections, the Letter of Agreement with the local program will be terminated and the program will lose Tennessee Main Street Program designation. After the local Main Street Program Letter of Agreement is terminated, the community must reapply through the new program application process.

Signatures

I (we), the undersigned, on behalf of our community and local Main Street™ organization, have read and agreed to the Letter of Agreement with the Tennessee Main Street Program and acknowledge that the above organization is an active participant in the Tennessee Main Street Program and meets all criteria of designation and understand that if the organization is no longer designated, usage of the name and logo must cease and community signage must be returned to the Tennessee Department of Economic and Community Development.


Local Main Street Organization
Board President/Chair

12-31-24
Date/term expiration date


Local Main Street Organization
Manager/Director

1/5/2024
Date

Elected Official/City Mayor

Date

City Administrator/Manager

Date

Tennessee Main Street Program Director

Date

Approved as to Legal Form:

By: 
C. Tim Teher, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

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

AGENDA ITEM TITLE: APPROVE THE PURCHASE OF THREE FORD POLICE INTERCEPTOR UTILITY AWD VEHICLES FROM FORD OF MURFREESBORO IN THE AMOUNT OF \$137,946

RECOMMENDATION: Approve.

INFORMATION: This entire purchase of the three police interceptor vehicles will cost the City of Columbia \$137,946.

CERTIFICATION: The Chief Financial Officer certifies that \$137,946 is budgeted and unencumbered in Police Dept-Patrol - Machinery, Equipment and Auto.

ATTACHMENTS: Staff Report; State Wide Contract # 80356 & Ford of Murfreesboro Sales Quote

SALES QUOTE

FORD OF MURFREESBORO

SWC 209 NO. 80536

TO:
City of Columbia

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

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



Prepared by: Jason McCullough

10/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle

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

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



Prepared by: Jason McCullough

10/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle (cont'd)

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

Other Options

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

Emissions

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

Exterior Color

YZ_01	Oxford White	N/C
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Interior Color

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

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



Prepared by: Jason McCullough
10/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Major Equipment

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

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

Exterior: Oxford White

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

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

As Configured Vehicle

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

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



Prepared by: Jason McCullough
10/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Major Equipment

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

As Configured Vehicle

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

Fuel Economy

City
N/A



Hwy
N/A

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



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

Statewide Multi-Year Contract Issued to:

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

Vendor ID: 0000141024

Contract Number: 0000000000000000000080356

Title: SWC209 Vehicles

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

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

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

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

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

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

Contract Contact Information:

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

Line Information

Line 1

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

Line 2

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

Line 3

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

Line 4

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

Line 5

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

Line 6

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

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

CHIEF PROCUREMENT OFFICER

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

PURCHASING AGENT _____
DATE



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AN AMENDED CONTRACT FOR FREEDOM HILL LAND MANAGEMENT IN THE AMOUNT OF \$54,400 FOR ADDITIONAL MOWING OF RIVERWALK PARK AND RIDLEY SPORTS COMPLEX FOR PARKS AND RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Due to continued staff shortages in the Parks and Recreation Department, it was decided to amend the current contract with Freedom Hill Land Management to increase the areas of mowing in Riverwalk Park and Ridley Sports Complex for the Parks and Recreation Department with an extension of the contract and change amount originally contracted.

CERTIFICATION: The Chief Financial Officer certifies that \$54,400 is budgeted and unencumbered in Recreation - Maintenance Shop - Maint/Repair Other.

ATTACHMENTS: Original Freedom Hill Land Management contract 2022, Amendment to the current contract

**Agreement for Mowing Services
Between
City of Columbia
And
Freedom Hill Land Management**

This is an agreement made this _____ day of August 2022 between The City of Columbia, Tennessee (City) and Freedom Hill Land Management (Company).

Section 1 – Services to be provided

The company shall provide mowing services to the City as described in the Invitation to Bid- Mowing Services – Various Areas throughout the City for Public Works & Parks & Recreation, solicitation # 999-0722-01, a copy of which is included and identified as Attachment 1.

Section 2 – City Responsibilities

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

Section 3 – Periods of Service

This agreement shall be effective upon approval by the City Council of The City of Columbia, retroactive to August 1, 2022 and execution by all parties for a period of one year with the purchasing agent for the City of Columbia retaining the option to extend the contract for two additional one year terms.

Section 4 – Payments and Compensation

The Company shall be compensated for services rendered on a monthly basis in an amount as further described in the Company's bid response dated 7/29/2022 which is attached hereto and identified as Attachment 2. The Company shall be responsible to invoice the City on a monthly basis.

Section 5 – General Considerations

5.1 Termination.

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

5.2 Non-Appropriation of Funds

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

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

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

5.3 Insurance

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

5.4 Controlling Laws

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

5.5 Assignment

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

5.6 Entirety

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

5.7 Severability

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

5.8 Attachments

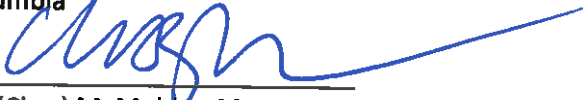
All attachments hereto are made a part hereof as if fully set forth herein.

5.9 Consultant Relationship

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

City of Columbia
700 North Garden St.
Columbia TN 38401

Accepted and Agreed:
City of Columbia

By 
Charles (Chaz) M. Molder, Mayor

Attested:

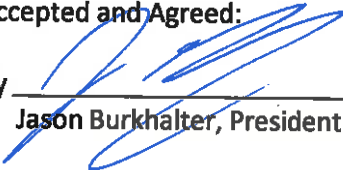
By 
Thad H. Jablonski, City Recorder

Approved as to Legal Form:

By 
C. Tim Tisher, City Attorney

Freedom Hill Land Management
PO Box 1118
Columbia, TN 38401

Accepted and Agreed:

By 
Jason Burkhalter, President

Attachment 1



**Invitation to Bid – Mowing Services – Various Areas
throughout the City for Public Works & Parks &
Recreation
July 14, 2022
Solicitation # 999-0722-01**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 P.M.CDT, August 2, 2022**, and then publicly opened and read aloud for Mowing Services for various areas throughout the City for Public Works & Parks & Recreation.

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

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

Bid Instructions

To be considered, you must:

1. Vendors are requested to register online by using the online link furnished on our web page <http://www.vendorregistry.com/columbia-tn-vendor-registration> . Paper applications are also available on the City's website: www.columbiatn.com
2. A completed bid sheet.
3. All forms must be signed by a representative of the bidder with the authority to bind the bidder.
4. All required documents shall be returned to Purchasing Agent, City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401.
5. Bid envelopes shall be identified on the outside with **ITB Mowing Services – Public Works & Parks & Recreation** and opening date of bid, August 2, 2022.

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

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

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

1. SCOPE

The City of Columbia is seeking bids from responsible vendor to provide mowing services for various areas throughout the City for Public Works and Parks & Recreation. It is anticipated that the award for this service will be for a period of one year with the City retaining the option to renew the award for two additional one year periods. The service will include all labor, equipment and materials required to adequately maintain the identified areas as further described herein.

2. GENERAL CONDITIONS

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

expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.

13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified within this invitation. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi-year contracts and further has the right to terminate multi-year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors**

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

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

3. SPECIAL CONDITIONS

- 3.1 All vendors are encouraged but not required to inspect all areas and review all plans prior to the submission of a bid. Failure to adequately inspect the areas or review the plans shall not be grounds for modification of the bid or terms and conditions thereof after bid opening.
- 3.2 All bids shall either acknowledge the acceptance of the areas as they currently exist or shall note in the bid any problems with the area.
- 3.3 Bids shall include the flat fee per mowing occurrences for one year to be done for the existing areas as well as a flat fee per mowing fee for two additional one-year extensions.
- 3.4 Any extension shall be at the option of the Purchasing Agent for the City of Columbia.
- 3.5 All bidders shall supply a list of at least 3 references for work they have performed of a similar nature.

4. INSURANCE

The awarded vendor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the

vendor or his forces as enumerated above. The vendor shall furnish, a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of awarding this bid.

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

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit).
3. Automobile Insurance - Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$1,000,000 CSL.
5. LAWS, TAXES AND INDEMNIFICATION – The successful vendor shall comply with all applicable local, State and Federal laws. The vendor is further responsible for all taxes associated with providing services under this contract to include all employment related taxes. The vendor agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the vendor, his employees, or any subcontractors hired as a result of or performing work as a result of an awarded bid.
6. TIME OF THE ESSENCE - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet obligations and shall be cause for cancellation of any purchase order, agreement or contract executed as a result of the bid award.
7. PAYMENTS - Payment will be made after all following conditions have been meet:
 - 7.1 Within seven (7) days of submitting occurrence invoices to the Purchasing Agent for the City of Columbia.
8. CANCELLATION – The City reserves the right to cancel any agreement for the following reasons:
 - 8.1 Non – appropriation of funds
 - 8.2 Failure of the Contractor to perform the services to the satisfaction of the City.
 - 8.3 Due to non-renewal on the anniversary date of the award.

9. SPECIFICATIONS & REQUIREMENTS

The City understands the mowing regularity will change dependent upon the natural conditions of rain, heat, sun etc. as such a mowing height will be used to measure the needed frequency of cutting. Grass shall be mowed to an average height of 4 inches and the mowing areas shall not on average exceed a height of 8 inches. Vendor is allowed to bid only on Parks & Recreation or only on Public Works or may bid on both.

Site locations:

Parks & Recreation

A. Recreation Centers

1. Armory Recreation Center
503 Carter Street

2. Macedonia Recreation Center
501 Armstrong Street

B. Parks

1. Betty Lee Park
NWY 7 & Royal Oaks Drive
2. Bridge Monument
Nashville Hwy (near Enterprise Car Rental)
3. Cook Soccer Park (common area only, no fields)
710 Experiment Station Lane
4. Eva Gilbert Park (all common areas, football, softball & baseball fields)
120 Cord Drive
5. Frierson/Johnson Park
East 10th Street & White Street
6. Old Hickory Park/Greenway
Jackson Heights Drive & Park Mere Drive
7. Pop Geers Monument Park
602 – 610 W 7th Street
8. West Haven/Circle Park
Experiment Station Lane & Hilltop Drive

C. Lots

1. 1014 Oakdale Drive
2. 103 South Bigby Drive
3. 109 South Bigby Drive
4. 920 Azalea Drive
5. 103 Iris Circle
6. 901 Camellia Drive
7. 404 Second Avenue
8. 1005 Riverside Drive (property goes around Moore Circle)

Public Works

- A. James Campbell Blvd from Santa Fe Pike to Mooresville Pike
- B. Nashville Hwy from Old Hwy 31 in Neapolis through Carmack Blvd to James Campbell Blvd

Required Services:

Litter Control – Litter control shall be performed prior to mowing of area.

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

Parks & Recreation Services & Frequency

- A. Mowing, trimming, blowing off debris, check trash – weekly depending on growing and weather conditions
- B. Shrub maintenance – Property with shrubbery will have all shrubs trimmed in the spring and fall to maintain attractive appearance
- C. Weed Control – Each property will have weed control applied as needed. Included with Pre and Post emergent

- D. Mulch/Pine Straw – Each property with mulch will be freshened with mulch, a color previously used, as needed to keep an attractive appearance
- E. Over-seed and Fertilization – March –April or September – October
- F. Flower/Shrub/Tree – Spring or Winter
- G. Irrigation – Spring Activation and Winterization
- H. Turf Care Program – Varied

Public Works Services & Frequencies

- A. Bi-weekly mowing (and trimming) of the center medians and additional areas as indicated in attached maps

10. Responsibilities of the Parties

A. Vendor –

- 1. Shall perform all services as defined herein.
- 2. Shall in writing inform the City immediately of any conditions that affect the areas or safety of the public.
- 3. Shall have adequate equipment and staff to perform services on a timely basis.
- 4. Shall have adequate knowledge and experience in mowing of this nature.
- 5. Shall have all necessary permits and licenses required to perform the services required.
- 6. Shall submit monthly invoices for services to the City of Columbia Finance Department.
- 7. Shall at all times not block or impede traffic flow, provide safety equipment and clothing and insure it is worn at all times. Limit or restrict discharge of mowers into traffic lanes. Provide flagman or warning devices if working in median.

B. The City –

- 1. The City shall reimburse the vendor on a monthly basis and at the mowing rate per occurrence as bid or as agreed upon for any future renewals.
- 2. Shall approve in writing any additional work to be performed prior to the work being performed.
- 3. May inspect all areas on a monthly basis for compliance to the terms of this agreement and provide the contractor with any areas of concern when and if they are identified.
- 4. Provide the vendor a written notice of concerns regarding required services noted on inspection and allow the vendor 30 days from the date of the notice to remedy the problems. Failure to adequately address any problems noted may result in termination of the agreement.

11. Contract for Services – The awarded vendor will be required to execute a contract for services with the City of Columbia which shall incorporate this invitation to bid and the vendor's response.

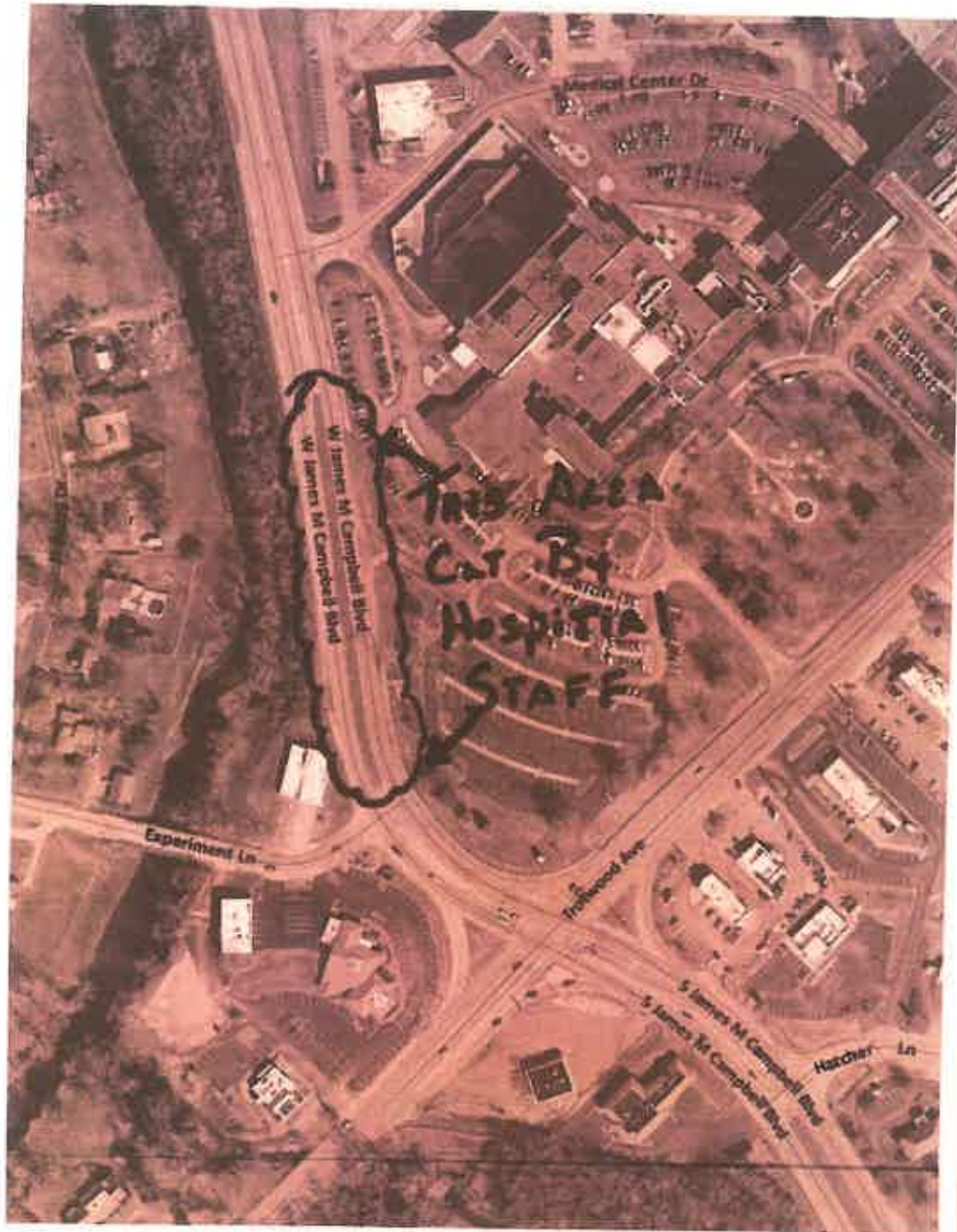
12. Award of the bid – A recommendation for award will be made to the lowest responsive, responsible vendor and the following conditions have been met:

- 1. Proof of insurance as required herein has been furnished.

2. Listing of three reference for which similar services have been provided.

Please refer to the following for additional mowing areas for Public Works. The areas marked in red are additional areas that is included in the area to be mowed. The area marked and noted in black is an area that is mowed by Maury Regional Hospital and will not be needed to be mowed. The areas marked in red are in addition to center medians. All center medians will need to be mowed.















Freedom Hill Land Management

Submitted to: City of Columbia

Contract Dates: Marh 2024 - February 2025

Billing Address: PO Box 1118 Columbia TN 38482

Service location address: Riverwalk Park

Mark item (x)	SERVICE	FREQUENCY	Price
X	Grass: 32 Mowing, trimming, blowing off debris, police trash	Weekly depending on growing and weather conditions	\$31,750
X	Shrub Maintenance	Twice yearly Spring and Fall	\$250
X	Weed Control	Pre and Post emergent	
	Mulch/Pine Straw / rock: Trench edge as needed	Spring or Fall color matching existing	
	Over-seed & Fertilization	March-April or Sept-October	
	Flower / Shrub / Tree / Sod	Spring or winter	
	Land Clearing: Bush Hogging	May and September depending on growing conditions	
	Irrigation	Spring Activation & Winterization	
	Turf Care Program	Varied	
X	Total:	Yearly / Monthly	\$32,000 / \$2,666.66

- This quote includes a weekly mowing of the grass from the park area around the Farmers Market pavilion, the open field around the splash pad beside Riverside Elementary, the field leading from the Farmers Market to the dam, and the area around the dam (the same areas that were mowed last year).

Customer Approval: _____ Date: _____

Approved as to Legal Form:

By: 
C. Tim Tisher, City Attorney

PO Box 1118 Columbia, TN 38402
(931) 922-2823

freedomhilllandmanagement@gmail.com



Freedom Hill Land Management

Submitted to: City of Columbia

Contract Dates: Marh 2024 - February 2025

Billing Address: PO Box 1118 Columbia TN 38482

Service location address: Ridley Park

Mark item (x)	SERVICE	FREQUENCY	Price
X	Grass: 32 Mowing, trimming, blowing off debris, police trash	Weekly depending on growing and weather conditions	\$22,400
X	Shrub Maintenance	Twice yearly Spring and Fall	
X	Weed Control	Pre and Post emergent	
	Mulch/Pine Straw / rock: Trench edge as needed	Spring or Fall color matching existing	
	Over-seed & Fertilization	March-April or Sept-October	
	Flower / Shrub / Tree / Sod	Spring or winter	
	Land Clearing: Bush Hogging	May and September depending on growing conditions	
	Irrigation	Spring Activation & Winterization	
	Turf Care Program	Varied	
X	Total:	Yearly / Monthly	\$22,400 / \$1,866.66

- This quote includes a weekly mowing of the grass in the medians of the sport's complex art Ridely Park (the same areas that were mowed last year).

Customer Approval: _____ Date: _____

PO Box 1118 Columbia, TN 38402
(931) 922-2823

freedomhilllandmanagement@gmail.com



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

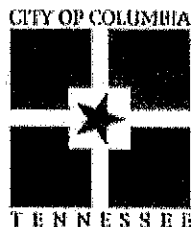
AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA AMERICAN LITTLE LEAGUE FOR THE 2024 SEASON - WARD 4

RECOMMENDATION: Approve.

INFORMATION: The Columbia American Little League is requesting an annual Non-Exclusive Use Permit with the City of Columbia to use Buck Davis Field at Eva Gilbert Park for their practices and games for the 2024 season. Once approved, the permit will cover their annual facility needs.

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

ATTACHMENTS: Columbia American Little League Non-Exclusive Use and Occupancy Permit w/insurance



Parks and Recreation Department

NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2024

This permit is executed by and between the City of Columbia, hereinafter called "City", and Columbia American Little League, whose address is 1970 Farmington Court, Columbia, TN 38401, hereinafter called "Permittee".

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

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

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

1. PREMISES

City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Eva Gilbert Park - Baseball Field, hereinafter called "Premises."

2. TERM

The term of this permit shall begin on February 8, 2024 and shall terminate on January 7, 2025 unless sooner terminated as specified herein.

3. PURPOSE

The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

4. PUBLIC USE

The general public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. FEES

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

6. BY-LAWS

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

7. MAINTENANCE

Permittee shall assist in Premises maintenance by following means:

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

8. IMPROVEMENTS/DEVELOPMENT

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

9. REMOVAL OF IMPROVEMENTS

City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises. In the event Permittee does not so remove said fixtures and improvements within the above specified time, the City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.

10. OPERATION

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

11. INDEMNITY

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

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

12. CONCESSION RIGHTS: (LEAGUE PLAY)

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

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

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

13. ADVERTISING

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

14. POSSESSOR INTEREST AND TAXES

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

15. NON-EXCLUSIVE OCCUPANCY

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

16. COMPLIANCE WITH THE LAW

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

17. INSURANCE

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

Comprehensive General Liability Insurance of:

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

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

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

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

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

18. EQUAL OPPORTUNITY

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

19. NON-DISCRIMINATION

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

20. DRUG AND ALCOHOL POLICY

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

21. UTILITIES AND SERVICES

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

22. AMENDMENT TO PERMIT

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

23. PARTIAL INVALIDITY

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

24. GOVERNING LAW

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

25. PROVISIONS REQUIRED BY LAW

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

26. NOTICE

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

PERMITTEE

Columbia American Little League
Greg Loveless, President
1970 Farmington Court
Columbia, TN 38401
Phone: (931) 446-3989

CITY

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

27. SPECIAL PROVISIONS

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

- The permittee shall provide proof of insurance and a copy of previous year / season financial records to the Parks and Recreation Department to be submitted with the agenda packet for council approval.
- Permittee must also provide a copy of the league rules and by-laws when returning this document to Columbia Parks & Recreation Department. A copy of the weekly game schedule must be provided when it is completed.
- The Permittee shall not commence practice sessions or games at premises until contract terms are approved by Council and signed by all parties as required.
- The Permittee agrees to turn off all lights in concession area, press boxes, and restrooms at the conclusion of each practice and game.
- Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason.
- All organizations and groups outside of Permittee must have written permission from the Parks & Recreation Director or his Designee prior to use of fields.
- The Parks & Recreation Director or his Designee will coordinate efforts with the Permittee to confirm field availability prior to approving other organizations usage of the facilities during the term of this agreement.
- Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for league participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.

28. TERMINATION

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

PERMITTEE

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

Legal Form Approved:



C. Tim Tisher,
City Attorney
Date: 2/6/27

CITY OF COLUMBIA

By _____
Mackel Reagan, Director
Parks & Recreation
Date _____

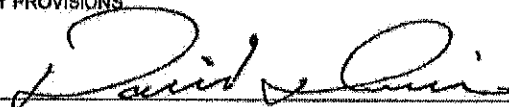
By _____
Charles (Chaz) M. Molder,
Mayor
Date _____

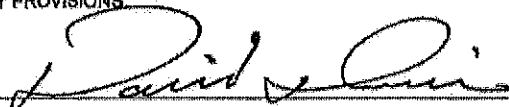
By _____
Thad H. Jablonski
City Recorder
Date _____

Title VI Policy

City of Columbia, Tennessee

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

CERTIFICATE OF INSURANCE							DATE (MM/DD/YYYY) 01/11/24	
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867				CERTIFICATE #: 3420301-2024-1		3 42 08		
				INSURERS AFFORDING COVERAGE:				
ADDITIONAL NAMED INSURED: COLUMBIA AMERICAN LL 725 cheals circle columbla, TN 38401				INSURER A: Interstate Fire & Casualty Company				
				INSURER B: National Union Fire Insurance Company of (Non-Liability) Pittsburgh, PA				
				INSURER C: AIG Specialty Insurance Company				
				INSURER D: Markel American Insurance Company				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. * SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #31 OF THE MASTER D&O POLICY. ** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.								
INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	X	GENERAL LIABILITY	UST030987240	01/01/2024	01/01/2025	EACH OCCURRENCE	\$2,000,000	
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000	
		X INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$2,000,000	
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000	
						Sexual Abuse AGGREGATE	\$1,000,000	
		MEDICAL PAYMENTS				Any One Person		
C	X	DIRECTORS & OFFICERS	014674121	01/01/2024	01/01/2026	EACH LOSS	\$1,000,000*	
						AGGREGATE	\$1,000,000	
C	X	CYBER LIABILITY COVERAGE	014681404	01/01/2024	01/01/2025	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE	
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** \$1,000 PER LEAGUE RETENTION			RETROACTIVE DATE	CONTINUITY DATE	
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			POLICY INCEPTION	POLICY INCEPTION	
	EM	EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE	POLICY INCEPTION	
D	X	INLAND MARINE/PROPERTY FLOATER	MKLM7IM0054394	01/01/2024	01/01/2026	EACH LOSS	\$35,000 Deductible: \$500	
A	X	CRIME	UST030998240	01/01/2024	01/01/2026	EACH LOSS	\$35,000 Deductible: \$1,000	
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	01/01/2024	01/01/2026	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess	
"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED								
ADDITIONAL INSURED Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above-named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions: 1. Structural alterations, new construction, maintenance, repair, or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above-named Little League; and 2. That part of the ball field or other premises not being used by the above-named Little League.								
NAME AND ADDRESS OF PERSON OR ORGANIZATION: 1. City of Columbia 2. Maury County Board of Education 3. Maury County Parks and Recreation Department								
INSURED Little League Baseball Risk Purchasing Group, Incorporated 539 U.S. RT. 16 Highway South Williamsport, PA 17702				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
				 AUTHORIZED REPRESENTATIVE				

CERTIFICATE OF INSURANCE						DATE (MM/DD/YY) 01/11/24		
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867				CERTIFICATE #: 3420301-2024-1		3 42 08		
				INSURERS AFFORDING COVERAGE:				
ADDITIONAL NAMED INSURED: COLUMBIA AMERICAN LL 725 cheairs circle columbia, TN 38401				INSURER A: Interstate Fire & Casualty Company				
				INSURER B: National Union Fire Insurance Company of Pittsburgh, PA (Non-Liability)				
				INSURER C: AIG Specialty Insurance Company				
				INSURER D: Markel American Insurance Company				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. * SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #31 OF THE MASTER D&O POLICY. ** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.								
INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	X	GENERAL LIABILITY	UST030987240	01/01/2024	01/01/2025	EACH OCCURRENCE	\$2,000,000	
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000	
		X INCL PARTICIPANTS				PRODUCTS/COMP OPS AGGREGATE	\$2,000,000	
		X SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000	
						Sexual Abuse AGGREGATE	\$1,000,000	
MEDICAL PAYMENTS	Any One Person							
C	X	DIRECTORS & OFFICERS	014674121	01/01/2024	01/01/2025	EACH LOSS	\$1,000,000*	
		AGGREGATE				\$1,000,000		
C	X	CYBER LIABILITY COVERAGE	014681404	01/01/2024	01/01/2025	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE	
		S&P SECURITY AND PRIVACY LIABILITY INSURANCE				\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY**	RETROACTIVE DATE	CONTINUITY DATE
						\$1,000 PER LEAGUE RETENTION	POLICY INCEPTION	POLICY INCEPTION
	S&P REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY						
		\$1,000 PER LEAGUE RETENTION						
EM EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY**	NOT APPLICABLE	POLICY INCEPTION					
D	X	INLAND MARINE/PROPERTY FLOATER	MKLM7IM0064394	01/01/2024	01/01/2025	EACH LOSS	\$35,000 Deductible: \$500	
A	X	CRIME	UST030998240	01/01/2024	01/01/2025	EACH LOSS	\$35,000 Deductible: \$1,000	
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	01/01/2024	01/01/2025	As In Master Policy: Med. Max. \$100,000 Deductible \$50	As In Master Policy Excess	
"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED								
ADDITIONAL INSURED Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above-named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions: 1. Structural alterations, new construction, maintenance, repair, or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above-named Little League; and 2. That part of the ball field or other premises not being used by the above-named Little League.								
NAME AND ADDRESS OF PERSON OR ORGANIZATION: City of Columbia 700 North Garden Street Columbia, TN 38401								
INSURED Little League Baseball Risk Purchasing Group, Incorporated 639 U.S. RT. 15 Highway South Williamsport, PA 17702				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2024

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

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

PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867		CONTACT NAME: David Irwin PHONE (A/C, No, Ext): (570) 473-2150 FAX (A/C, No): (570) 473-2151 E-MAIL: Dirwin@Keystoneinsgrp.com ADDRESS: Dirwin@Keystoneinsgrp.com	
INSURED Little League Baseball Risk Purchasing Group, Incorporated COLUMBIA AMERICAN LL 725 cheers circle columbia TN 38401		INSURER(S) AFFORDING COVERAGE INSURER A: Interstate Fire & Casualty Company NAIC #: 22829 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per League	X	X	UST030987240	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SEXUAL ABUSE OCC/AGG \$ 1M/\$1M
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as Additional Insured per form CG 2026 (12/19)

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: UST030987240

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or

City of Columbia
700 North Garden Street
Columbia, TN 38401

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Columbia
700 North Garden Street
Columbia, TN 38401

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

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE MULETOWN BASEBALL LEAGUE FOR THE 2024 SEASON - WARD 3

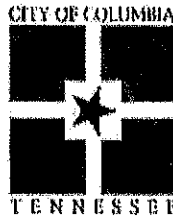
RECOMMENDATION: Approve.

INFORMATION: The Mule Town Baseball League is requesting their annual Non-Exclusive Use Permit with the City of Columbia to utilize Fairview Park T-Ball Fields and the Baseball Field for the 2024 season for practices and games.

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

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

ATTACHMENTS: Staff Report, Muletown Baseball Non-Exclusive Use and Occupancy Permit 2024 w-insurance



Parks and Recreation Department

**NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2024**

This permit is executed by and between the City of Columbia, hereinafter called "City", and Mule Town Baseball League, whose address is 210 West 8th Street, Columbia, TN 38401, hereinafter called "Permittee".

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

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

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

1. PREMISES

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

2. TERM

The term of this permit shall begin on February 9, 2024 and shall terminate on January 8, 2025, unless sooner terminated as specified herein.

3. PURPOSE

The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

4. PUBLIC USE

The general public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. FEES

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

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

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

6. BY-LAWS

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

7. MAINTENANCE

Permittee shall assist in Premises maintenance by following means:

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

8. IMPROVEMENTS/DEVELOPMENT

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

9. REMOVAL OF IMPROVEMENTS

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

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

10. OPERATION

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

11. INDEMNITY

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

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

12. CONCESSIONS RIGHTS – COOK SOCCER PARK

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

13. ADVERTISING

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

14. POSSESSOR INTEREST AND TAXES

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

15. NON-EXCLUSIVE OCCUPANCY

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

16. COMPLIANCE WITH THE LAW

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

17. INSURANCE

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

Comprehensive General Liability insurance of:

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

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

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

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

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

18. EQUAL OPPORTUNITY

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

19. NON-DISCRIMINATION

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

20. DRUG AND ALCOHOL POLICY

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

21. UTILITIES AND SERVICES

The City shall provide all utilities and services required.

22. AMENDMENT TO PERMIT

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

23. PARTIAL INVALIDITY

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

24. GOVERNING LAW

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

25. PROVISIONS REQUIRED BY LAW

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

26. NOTICE

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

PERMITTEE

Mule Town Baseball League
c/o Kerry Buchanan, President

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

CITY

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

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

27. SPECIAL PROVISIONS

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

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

28. TERMINATION

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

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

PERMITTEE

By _____
Kerry Buchanan, President
Mule Town Baseball League

Date _____

Legal Form Approved:



C. Tim Tisher,
City Attorney

Date: 2/6/24

CITY OF COLUMBIA

By _____
Mackel Raegan, Director
Parks & Recreation

Date _____

By _____
Charles (Chaz) M. Molder,
Mayor

Date _____

By _____
Thad H. Jablonski,
City Recorder

Date _____

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

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JL

DATE (MM/DD/YYYY)

01/25/2024

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

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

PRODUCER
Mid State/Sharpton Ins. Agency
P.O. Box 710
Columbia, TN 38402-0710
Buck Young

CONTACT
NAME:
PHONE
(A/C, No, Ext):
FAX
(A/C, No):
E-MAIL
ADDRESS:
PRODUCER
CUSTOMER ID #: MULET-1

INSURED
MULE TOWN BASEBALL LEAGUE
STEPHEN SHARP
2607 DENHAM AVE
COLUMBIA, TN 38401

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: PHILADELPHIA INS. COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	GENERAL LIABILITY		X	X	PHPK2506605	02/23/2024	02/23/2025	EACH OCCURRENCE	\$ 2,000,000			
	☒	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000			
		☐						CLAIMS-MADE	☐	OCCUR	MED EXP (Any one person)	\$
		☐									PERSONAL & ADV INJURY	\$ 1,000,000
		☐									GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COM/OP AGG	\$ 2,000,000				
☐ POLICY		☐ PRO-JECT	☐ LOC						\$			
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$			
	☐	ANY AUTO						BODILY INJURY (Per person)	\$			
	☐	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$			
	☐	SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$			
	☐	HIRED AUTOS							\$			
☐	NON-OWNED AUTOS							\$				
	☐	UMBRELLA LIAB	☐	OCCUR				EACH OCCURRENCE	\$			
	☐	EXCESS LIAB	☐	CLAIMS-MADE				AGGREGATE	\$			
	☐	DEDUCTIBLE							\$			
	☐	RETENTION \$							\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS	OTHER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		☐ Y/N	N/A				E.L. EACH ACCIDENT	\$				
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$				
							E.L. DISEASE - POLICY LIMIT	\$				

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

CERTIFICATE HOLDER

CANCELLATION

CITYC-1

CITY OF COLUMBIA
700 N GARDEN STREET
COLUMBIA, TN 38401

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

AUTHORIZED REPRESENTATIVE
Buck Young



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

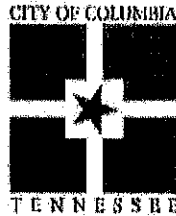
Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.com, 931-560-1451

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

RECOMMENDATION: Approve.

INFORMATION: The Columbia Soccer Association is requesting the renewal of their annual Non-Exclusive Use and Occupancy Permit to utilize Cook Soccer Park and the Ridley Sports Complex soccer fields for the 2024 season. As in past years, in lieu of paying user fees, Columbia Soccer Association agrees to absorb expenditures to provide all turf management required to maintain the immediate playing surfaces at Cook Soccer Park; mowing, trimming, fertilization, weeding and marking fields for play. The Association will also assist with the litter pick up and janitorial upkeep as required for the restrooms and park areas near the fields. The City will maintain the park features up to the perimeter of each playing field.

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



Parks and Recreation Department

**NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2024**

This permit is executed by and between the City of Columbia, hereinafter called "City", and Columbia Soccer Association, whose address is 1504 Shadow Lawn Drive, Columbia, TN 38401, hereinafter called "Permittee".

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

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

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

1. PREMISES

City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Cook Soccer Park and Ridley Park Sports Complex hereinafter called "Premises."

2. TERM

The term of this permit shall begin on February 9, 2024 and shall terminate on February 10, 2025, unless sooner terminated as specified herein.

3. PURPOSE

The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

4. PUBLIC USE

The general public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. FEES

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

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

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

6. BY-LAWS

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

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Permittee shall assist in Premises maintenance by following means:

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- C. City shall provide routine, non-routine and major maintenance for all grounds and facilities, other than improvements and structures installed by Permittee and the soccer fields, to include but not to be limited to: repairs associated with the restroom / concession facilities, park equipment, water and sewer lines, roadways and parking lots, and drainage systems; and also the regular mowing and grooming of the entire park up to the border of each playing field.

8. IMPROVEMENTS/DEVELOPMENT

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

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

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

- A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises;
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12. CONCESSIONS RIGHTS – COOK SOCCER PARK/Ridley Sports Complex

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

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

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

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

19. NON-DISCRIMINATION

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

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

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The City shall provide all utilities and services required.

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

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24. GOVERNING LAW

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

25. PROVISIONS REQUIRED BY LAW

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

26. NOTICE

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

PERMITTEE

Columbia Soccer Association
c/o , Andy Brown, President
Columbia, TN 38401

Phone: (931) 446-5248

CITY

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

27. SPECIAL PROVISIONS

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

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

28. TERMINATION

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

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

PERMITTEE

By _____
Andy, President
Columbia Soccer Association

Date _____

Legal Form Approved:



C. Tim Tisher,
City Attorney
Date: 2/6/24

CITY OF COLUMBIA

By _____
Mackel Raegan, Director
Parks & Recreation

Date _____

By _____
Charles (Chaz) M. Molder,
Mayor

Date _____

By _____
Thad H. Jablonski,
City Recorder

Date _____

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2023

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

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

PRODUCER LIC #40558248 Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis MN 55401		CONTACT NAME: PHONE (A/C, No, Ext): 612-345-9683 E-MAIL ADDRESS: certificates@playershealth.com FAX (A/C, No):	
INSURED Tennessee State Soccer Association 237 Castlewood Drive, Suite H Murfreesboro TN 37129		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: Great American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10120 16691	

COVERAGES

CERTIFICATE NUMBER: 45296

REVISION NUMBER: 144

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: PER EVENT	Y	SI8ML03061-231	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PARTICIPANT LEGAL LIAB \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		SI8ML03061-231	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ RETENTION \$ 0		SI8EX01699-231	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical		E426831-02	8/1/2023	8/1/2024	PER INJURY LIMIT \$ 100,000

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

STAFF REPORT CONTACT INFORMATION

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

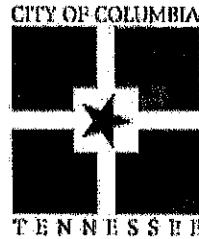
AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE COLUMBIA GIRLS FASTPITCH ASSOCIATION FOR THE 2024 SEASON - WARD 4

RECOMMENDATION: Approve.

INFORMATION: The Columbia Girls Fastpitch Association is requesting their annual Non-Exclusive Use Permit with the City of Columbia to utilize Ridley Sports Complex for the 2024 season for practices and games. Once approved, the permit will cover their annual facility needs.

CGFPA and the Columbia Parks and Recreation Department amicably agree on the recommended user fees for each season. Families that express the need are eligible for discounts and CGFPA does not charge gate fees for any of their events.

ATTACHMENTS: Staff Report, Columbia Girls Fastpitch Association Non-Exclusive Use and Occupancy Permit w-insurance



Parks and Recreation Department

**NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2024**

This permit is executed by and between the City of Columbia, hereinafter called "City", and Columbia Girls Fast Pitch Association, whose address is P.O Box 8153, Columbia, TN 38402, hereinafter called "Permittee".

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

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

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

1. PREMISES

City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Ridley Park Complex "B" hereinafter called "Premises."

2. TERM

The term of this permit shall begin on February 9, 2024 and shall terminate on February 10, 2025, unless sooner terminated as specified herein.

3. PURPOSE

The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

4. PUBLIC USE

The general public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. FEES

The Permittee shall pay the Columbia Parks & Recreation Department the following user fee with payments due on or before the 1st Friday of each month preceding use.

- A. **Spring Season, April – June, \$50.00 per game day** beginning March 23, 2024 and continuing through June 28, 2024. Permittee reserves the right to request extension of user fee rights through July 2, 2024 should such extension is necessary to complete the regular season schedule.

Games will be scheduled on Monday, Tuesday, Thursday and Friday evenings. However, games may be scheduled on Saturday if needed. The necessary fields will be dug and lined each day that games are scheduled according to the Leagues Master Schedule provided to the Columbia Parks & Recreation Department. The Columbia Parks & Recreation Department will be notified of any schedule changes within 24 hours.

- B. **Fall Season, August – November, \$100.00 per game day** beginning August 17, 2024 and continuing through November 1, 2024. All games are held on Weekends and the fields are lined once per week on Saturdays or Sundays.

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

6. BY-LAWS

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

7. MAINTENANCE

Permittee shall assist in Premises maintenance by following means:

- A. Permittee shall assist with routine janitorial services to include litter pick-up, monitoring of rest rooms, press boxes, dug outs and any trash removal.
- B. Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.
- C. City shall provide routine maintenance to rest rooms to ensure overall cleanliness, sanitation and operation including maintaining adequate supplies for use. Permittee shall monitor supplies in the City's absence to help prevent misuse.
- D. City shall provide all routine and major maintenance for all grounds and facilities, other than improvements and structures installed by Permittee, to include but not limited to: fertilizing, watering, mowing, weeding, dragging and lining of fields, the repair of water and sewer lines, roadways and parking lots, and drainage systems.
- E. City shall provide field marking supplies (chalk, paint, string), equipment (chalk machine, paint machine, field groomer), and personnel as necessary to prep all scheduled fields before games as agreed under Fee, Item #5: bullets A and B above.

8. IMPROVEMENTS/DEVELOPMENT

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

9. REMOVAL OF IMPROVEMENTS

City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises. In the event Permittee does not so remove said fixtures and improvements within the above specified time, the City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.

10. OPERATION

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

11. INDEMNITY

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

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

12. CONCESSION RIGHTS: (LEAGUE PLAY)

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

Permittee shall also have the right to sell, at its discretion, T-shirts, helmet customization and other items as long as such items are directly related to the sport of girls' fast pitch softball and promote the league and its ideals of sportsmanship and fair play. All concessions sales and profits shall be used by the Permittee for improvements, operation and maintenance of the premises and other budget items necessary for league operations.

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

13. CONCESSION RIGHTS: (NON-LEAGUE TOURNAMENT PLAY)

Permittee shall have the right to operate a concession stand for the sale of confections, soft drinks, gum and other food products which are prepared and served in accordance with City of Columbia regulations, during non-league tournament play.

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

14. ADVERTISING

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

15. POSSESSOR INTEREST AND TAXES

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

16. NON-EXCLUSIVE OCCUPANCY

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

17. COMPLIANCE WITH THE LAW

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

18. INSURANCE

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

Comprehensive General Liability Insurance of:

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

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

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

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

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

19. EQUAL OPPORTUNITY

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

20. NON-DISCRIMINATION

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

21. DRUG AND ALCOHOL POLICY

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

22. UTILITIES AND SERVICES

The City shall provide all utilities and services on the Ridley Park Sports Complex.

23. AMENDMENT TO PERMIT

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

24. PARTIAL INVALIDITY

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

25. GOVERNING LAW

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

26. PROVISIONS REQUIRED BY LAW

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

27. NOTICE

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

PERMITTEE

Columbia Girls Fast Pitch Association
c/o April Watson, President
P.O. Box 8153
Columbia, TN 38402
Phone: (931) 374-8993

CITY

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

28. SPECIAL PROVISIONS

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

- The Permittee shall provide proof of indemnification insurance and a copy of previous year / season financial records to the Parks and Recreation Department to be submitted with the agenda packet for council approval.
- Permittee must also provide a copy of the league rules and by-laws when returning this document to Columbia Parks & Recreation Department. A copy of the weekly game schedule must be provided when it is completed.
- The Permittee shall not commence practice sessions or games at premises until contract terms are approved by Council and signed by all parties as required.
- Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason. This includes nonfood items to be sold as concessions: hats, helmets, t-shirts, customizations, and etc.
- All organizations and groups outside of Permittee must have written permission from the Parks & Recreation Director or Designee prior to use of fields.
- The City's Logo may not be used on any concession products without the City's approval.
- The Parks & Recreation Director or his Designee will coordinate efforts with the Permittee to confirm field availability prior to approving other organizations usage of the facilities during the term of this agreement.
- Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for league participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
- The Permittee reserves the right to govern its membership according to the published by-laws provided and on-file with Columbia Parks & Recreation Department. The by-laws limit membership in the Columbia Girls Fast Pitch League to female participants between the ages of four (4) and eighteen (18) in accordance with its sanctioning body, the Amateur Softball Association (ASA).
- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.

6

29. TERMINATION

- A. **FOR CAUSE:** The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:

- 1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.
- 2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.
- 3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.

B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

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

PERMITTEE

By _____
April Watson, President
Columbia Girls Fast Pitch Association
Date _____

Legal Form Approved:



C. Tim Tisher,
City Attorney
Date: 2/6/27

CITY OF COLUMBIA

By _____
Mackel Reagan, Director
Parks & Recreation
Date _____

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

By _____
Thad H. Jablonski,
City Recorder
Date _____

Title VI Policy

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2023

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

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

PRODUCER:

Chappell Insurance
4335 Cox Rd Ste 4335
Glen Allen, VA, 23060

CONTACT

NAME: Daryl Chappell

PHONE (A/C, No. Ext): 804-733-2020

FAX (A/C, No.): 804-591-1603

E-MAIL ADDRESS: support@chappellinsurance.com

INSURED

Columbia Girls Fast Pitch Softball
1618 London Drive
Columbia, TN 38401

(6) Teams in Columbia Girls Fast Pitch Softball group

INSURER(S) AFFORDING COVERAGE**NAID #**

INSURER A: SiriusPoint America Insurance Company

38776

INSURER B: Axis Insurance Company

37273

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:**

NS-SB-10-000081

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR					
B	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PROJECT ☐ LOC					
	OTHER:					
B	UMBRELLA LIAB					
	EXCESS LIAB					
	DED					
	RETENTION					
B	PARTICIPANT ACCIDENT					

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

Coverage includes amateur play and practice in the insured sport for Columbia Girls Fast Pitch Softball NS-SB-10-000081. The certificate holder is named as an additional insured but only with respect to the operations of the named insured. Sport Insured: Softball. Age Group: 12 & Under.

Coverage Effective From 12:01 AM on 01/01/2024 TO 01/01/2025

CERTIFICATE HOLDER

City of Columbia
700 N Main Street
Columbia, TN 38401

Certificate Number: NS-SB-10-000081

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daryl Chappell

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ACORD 25 (2016/03)

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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donald J. Boshers; Wastewater DIRECTOR; dboshers@columbiatn.com; (931) 560-1011

AGENDA ITEM TITLE: Award bid to Judy Construction for the Wastewater Treatment Plant Expansion in an amount not to exceed \$95,279,796 and authorize the Mayor to execute the contract documents upon their completion and review.

RECOMMENDATION: APPROVE

INFORMATION: The City accepted Judy Construction Company's proposal to serve as the Construction Manager as Constructor on November 10, 2022. This amendment sets the guaranteed maximum price at \$95,279,976.

CERTIFICATION: The Chief Financial Officer certifies that \$95,279,796 will be proposed in appropriation amendment number two in Wastewater-New Wastewater Treatment Plant.

ATTACHMENTS: Staff Report, Attachment A – Revised, Exhibit A, Exhibit B



CITY OF COLUMBIA
T E N N E S S E E

COLUMBIA, TN WWTP RENOVATION PROJECT

GUARANTEED MAXIMUM PRICE ATTACHMENT A

January 11, 2024





**COLUMBIA, TN WWTP RENOVATION CONTRACT 23-01
GUARANTEED MAXIMUM PRICE
ATTACHMENT A
JANUARY 11, 2024**

Bid Package Number 1 – Initial Grading	\$ 3,754,000
Bid Package Number 2 – Piping, Structural Concrete, & Precast Structures	\$ 46,515,000
Bid Package Number 3 – Electrical	\$ 12,461,000
Bid Package Number 4 – Miscellaneous Metals	\$ 2,113,000
Bid Package Number 5 – Building Construction	\$ 4,868,000
Bid Package Number 6 – Equipment Installation	\$ 1,583,000
Bid Package Number 7 – Painting and Coatings	\$ 436,200
Bid Package Number 8 – Site Concrete, Concrete & Asphalt Paving, Fencing, & Final Grading	\$ 2,688,800
Bid Package Number 9 – Demolition and Associated Site Work	\$ 2,764,000
Process Equipment	\$ 13,895,398
Total Bid Packages 1 through 9 and Process Equipment	\$ 91,078,398



COLUMBIA, TN WWTP RENOVATION CONTRACT 23-01
GUARANTEED MAXIMUM PRICE
ATTACHMENT A
JANUARY 11, 2024

Total Bid Packages 1 through 9 and Process Equipment	\$ 91,078,398
Reimbursable costs during construction phase, 48 months at \$41,479.17/month	\$ 1,991,000
Total Cost of the Work	\$ 93,069,398
Construction Manager's Fee; 2.375% of Total Cost of the Work	\$ 2,210,398
Total Guaranteed Maximum Price (GMP) (Cost of the Work + Construction Manager's Fee)	\$ 95,279,796



**COLUMBIA, TN WWTP RENOVATION CONTRACT 23-01
GUARANTEED MAXIMUM PRICE
ATTACHMENT A
JANUARY 11, 2024**

Qualifications/Clarifications

1. Our GMP is based on plans received November 11, 2023 and December 8, 2023, and the Report of Subsurface Exploration dated February 2, 2023. The plans received on November 11, 2023, include Sheets 01 through 84, E1 through E42, M1 through M8, and P1 through P6. The plans received on December 8, 2023 include revised sheets 5 and 8 and sheets 80A and 80B.
2. Our GMP is based on plans and specifications available by the following dates:
 - Bid Package # 1 by February 19, 2024
 - Bid Package # 2 by April 8, 2024
 - Bid Packages # 3 - # 9 by May 20, 2024
3. We have included \$189,600 for Builders Risk Insurance.
4. We have included \$200,000 for concrete testing, soils testing, and special inspections.
5. We have included a \$50,000 allowance for an environmental assessment and costs associated with the disposal of asbestos, lead paint, etc.
6. We have included a 275 lb. per cubic yard reinforcing steel allowance for concrete structures at a cost of \$0.75 per pound for the reinforcing steel.
7. We have included a \$250,000 allowance for sludge removal and disposal at existing aeration basins, sludge digesters, and primary clarifiers.
8. We have included painting and coatings for all new structures, piping, and process
9. Our Guaranteed Maximum Pricing is based on process equipment costs of \$13,895,398 as identified in Attachment A of our GMP.
10. We have not included any provisions for the new electrical service by Columbia Power and Water.
11. We have not included any provisions for fire prevention/sprinkler systems.
12. We have included Protecto 401 lining on all pipes coming into and through the Headworks structure and from the Headworks to the Oxidation Ditches. All piping downstream of the Oxidation Ditches is cement lined. Protecto 401 lining is also included for the 8" and 12" gravity sewer lines shown on Sheets 21 and 22.



**COLUMBIA, TN WWTP RENOVATION CONTRACT 23-01
GUARANTEED MAXIMUM PRICE
ATTACHMENT A
JANUARY 11, 2024**

Qualifications/Clarifications

13. We have included push on joint piping with mechanical joint fittings and wedge restraints. We have also included concrete thrust blocks at all buried fittings with straps on the vertical bends per the standard details.
14. We have not included any restrained joint piping.
15. We have not included any bypass pumping for tie-ins.
16. All stainless-steel air and sludge piping is quoted as 316SS schedule 10.
17. We have not included any costs associated with building permits.
18. We have included \$1,410,000 in Bid Package 3 for the emergency generators.
19. Our asphalt paving price is based on the current liquid asphalt index price of \$632.73
20. We have included a pre-engineered metal structure for the UV canopy.
21. Our GMP includes changing two (2) ea. 36" MJ gate valves, one (1) ea. 24" MJ gate valve, one (1) ea. 20" MJ gate valve and one (1) ea. 16" gate valve to full port MJ plug valves. These valves are shown on Sheet 28.
22. Our GMP includes placing 12" of crushed stone below the oxidation ditches and clarifier slabs.
23. Our GMP includes changing the aluminum covers over Disinfection Channel No. 2 to a cast-in-place concrete slab.
24. Our GMP includes applying a slip resistant floor coating at the Biosolids Dewatering Building only.
25. Our GMP includes changing the concrete paving at the UV Disinfection Facilities and south side of the Biosolids Dewatering Building to asphalt paving.



**List of Process Equipment Vendors and Estimated Equipment Costs
Columbia, TN WWTP Renovation Contract 23-01**

Attachment A

Equipment Item	Vendor	Estimated Cost of Equipment
Drum Screens	JWC Environmental	\$ 1,043,830
Drum Screens Conveyors	Jim Myers & Sons Inc.	\$ 295,000
Clarifiers	WesTech, Engineering Inc.	\$ 1,870,500
Grit System	Hydro International	\$ 1,304,000
Sludge Holding Tank Blowers	Sulzer Pump Solutions, Inc.	\$ 650,760
Aeration Equipment (Coarse and Fine Bubble)	Environmental Dynamics International	\$ 340,000
Submersible Pumps	Sulzer Pump Solutions, Inc.	\$ 457,000
Positive Displacement Blowers for Post Aeration	Hardy Pro Air Systems & Service	\$ 50,000
Septage Receiving Equipment	JWC Environmental	\$ 204,808



**List of Process Equipment Vendors and Estimated Equipment Costs
Columbia, TN WWTP Renovation Contract 23-01**

Attachment A

Equipment Item	Vendor	Estimated Cost of Equipment
Progressive Cavity Pumps	Moyno	\$ 330,000
Post Aeration System (Fine Bubble)	Sanitaire	\$ 35,500
Effluent Reuse Pumps	Pentair PLC	\$ 260,000
Oxidation Ditch Equipment	Ovivo USA, LLC	\$ 3,300,000
Dewatering Equipment	Charter Machine Company	\$ 729,000
Weirs, Baffles and Density Current Baffles		\$ 275,000
Sump Pumps		\$ 15,000
Sodium Hypochlorite Feed System		\$ 75,000
Bladder Tanks		\$ 50,000



**List of Process Equipment Vendors and Estimated Equipment Costs
Columbia, TN WWTP Renovation Contract 23-01**

Attachment A

Equipment Item	Vendor	Estimated Cost of Equipment
Automatic Strainer		\$ 45,000
Sludge Cake Pumps		\$ 250,000
Air Compressor		\$ 10,000
Samplers		\$ 30,000
Instrumentation		\$ 2,100,000
UV Weir, Bank Frames and Start-Up	Trojan	\$ 175,000
		\$ 13,895,398

AIA[®] Document A133[™] – 2019 Exhibit A – Amendment No.1 to Agreement between Owner and Construction Manager

Guaranteed Maximum Price Amendment

This Amendment dated the _____ day of _____ in the year _____, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19th day of January in the year 2023 (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

**COLUMBIA WASTEWATER TREATMENT PLANT RENOVATION
COLUMBIA, TENNESSEE**

THE OWNER:
(Name, legal status, and address)

**City of Columbia, Tennessee, a Tennessee Municipal Corporation
700 North Garden Street, Columbia, Tennessee 38401**

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

**Judy Construction Company, a Kentucky Corporation
103 South Church Street, Cynthiana, Kentucky 41031**

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ninety-Five Million Two Hundred Seventy-Nine Thousand Seven Hundred Ninety-Six and 00/100 (\$95,279,796.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Attachment A. Dated: January 11, 2024

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

This item intentionally deleted.

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

A date mutually agreed to by the Owner and Construction Manager but not later than August 11, 2024.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

Not later than One Thousand Four Hundred Sixty (1,460) calendar days from the date of commencement of the Work.

§ A.2.3.2

This item intentionally deleted.

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

See Attachment A. Dated: January 11, 2024

§ A.3.1.2 The following Specifications:

See Attachment A. Dated: January 11, 2024

§ A.3.1.3 The following Drawings:

See Attachment A. Dated: January 11, 2024

§ A.3.1.4 The Sustainability Plan, if any:

This item intentionally deleted.

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

See Attachment A. Dated: January 11, 2024

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Attachment A. Dated: January 11, 2024

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Attachment A. Dated: January 11, 2024

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

To be determined at a later date based on mutual agreement between Owner and Construction Manager.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Charles (Chaz) M. Molder, Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Steve Judy, President
(Printed name and title)

AIA® Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 19th day of January in the year 2023
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Columbia Wastewater Treatment Plant Renovation, Columbia, Tennessee
1244 Treatment Plant Road, Columbia, TN 38401

THE OWNER:
(Name, legal status, and address)

City of Columbia, Tennessee, a Tennessee municipal corporation
700 North Garden Street, Columbia, TN 38401 Tel. No. 931-560-1510

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Judy Construction Company, a Kentucky corporation
103 South Church Street, Cynthiana, KY 41031 Tel. No. 859-234-6900

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Builders risk has no co-insurance clause.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. Sub-limits of earthquake coverage are as listed below:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
-Earthquake	\$5,000,000

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
-All Risk	\$10,000,000

§ B.2.3.1.3 Unless the parties agree otherwise, upon Final Completion, the Owner shall replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☐] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ ☐

- [☐] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ ☐

- [☐] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ ☐

- [☐] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ ☐

- [☐] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ ☐

- [☐] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ ☐

- [☐] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

☐ ☐

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[☒] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

[☒] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

« »

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$1,000,000) each occurrence, (\$2,000,000) general aggregate, and (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than (\$500,000) each accident, (\$500,000) each employee, and (\$500,000) policy limit.

§ B.3.2.7 This item intentionally deleted.

§ B.3.2.8 This item intentionally deleted.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (\$1,000,000) per claim and (\$1,000,000) in the aggregate.

§ B.3.2.10 This item intentionally deleted.

§ B.3.2.11 This item intentionally deleted.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$1,000,000) per claim and \$1,000,000 in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

[« »] § B.3.3.2.2 This item intentionally deleted.

[« »] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$1,000,000) per claim and (\$1,000,000) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[« »] § B.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Guaranteed Maximum Price
Performance Bond	100% of Guaranteed Maximum Price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donald J. Boschers; Wastewater DIRECTOR; dboschers@columbiatn.com; (931) 560-1011

AGENDA ITEM TITLE: Approve and authorize the mayor to sign Amendment No. 2 in the amount of \$1,902,250 to the agreement with JR Wauford & Company, Inc. for engineering services on the Wastewater Treatment Plant Expansion Project, Contract No. 2111-Wastewater Department

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia entered into an Engineering Services contract, No. 2111, with J.R. Wauford & Company, Inc. on May 19, 2021. Amendment No. 2 in the amount of \$1,902,250 includes Engineering services during construction of the Wastewater Treatment Plant Expansion Project.

CERTIFICATION: The Chief Financial Officer certifies that \$1,902,250 will be proposed in appropriation amendment number two in Wastewater-New Wastewater Treatment Plant.

ATTACHMENTS: Staff Report, Wauford Contract No. 2111; 2111 Amendment No. 2 Improvements

AMENDMENT NO. 2
AGREEMENT FOR ENGINEERING SERVICES
WASTEWATER TREATMENT PLANT IMPROVEMENTS
COLUMBIA, TENNESSEE

WITNESSETH, there exists an AGREEMENT entitled "*Agreement for Engineering Services – Wastewater Treatment Plant Improvements*" dated May 19, 2021 by and between the CITY OF COLUMBIA, TENNESSEE as OWNER and J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC. as ENGINEER; and

WITNESSETH, there exists an AMENDMENT NO. 1 to the AGREEMENT which adds selection of a Construction Manager as Constructor, adds design of renovation of the existing ultraviolet (U.V.) equipment as an interim measure, adds engineering services during bidding, award and construction of the U.V. equipment renovation, and

WITNESSETH, that the OWNER has selected Judy Construction Co. of Cynthiana, Kentucky as the Construction Manager, and

WITNESSETH, that the OWNER wishes to add engineering services during bidding, award and construction of the remaining components of the Project, and

WITNESSETH, that the OWNER wishes to employ the ENGINEER for the engineering services in connection with the Project.

NOW, THEREFORE the OWNER and the ENGINEER agree as follows:

1. Paragraph 1A. ADVERTISING AND AWARD, modify the paragraph title as follows:
"1A. ADVERTISING AND AWARD for Construction Manager as Constructor"
2. Paragraph 1B. ENGINEERING SERVICES DURING CONSTRUCTION, modify the paragraph title as follows:
"1B. ENGINEERING SERVICES DURING CONSTRUCTION – Renovation of Existing U.V. Equipment"

3. Add Paragraph 1C. ADVERTISING AND AWARD of Construction Manager Bid Packages:

"1C. ADVERTISING AND AWARD of Construction Manager Bid Packages

a. Scope of Work

The ENGINEER agrees to provide assistance during the Construction Manager Bid Package bidding process by assisting the Construction Manager in the preparation of Bid Packages, answering questions related to the design during the bidding period for each Bid Package, attending the bid opening for each Bid Package, and making recommendations as to award of the Bid Package.

The ENGINEER shall attend each bid opening and make recommendations for awarding each bid Package.

b. Compensation

The OWNER agrees to pay the ENGINEER SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) for each Bid Package awarded (Ten (10) Bid Packages x \$7,500 per Bid Package = \$75,000)."

4. Add Paragraph 1D. ENGINEERING SERVICES DURING CONSTRUCTION – Remaining Components of the Project:

"1D. ENGINEERING SERVICES DURING CONSTRUCTION – Remaining Components of the Project

a. General Engineering and Resident Observation

The ENGINEER agrees to provide general engineering services during construction including review of Contractor(s)' shop drawings for compliance with specifications, checking Contractor(s)' periodic pay requests, preparing any necessary change orders, making reports to the OWNER relative to the progress and quality of workmanship and attending any necessary conferences.

The ENGINEER agrees to furnish a Resident Project Representative (RPR) for on-the-job observation of the work of the Construction Contractor(s).

The ENGINEER shall endeavor by general observations and by the furnishing of an RPR to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and to assure the OWNER that the Plans and Specifications are adhered to, but the ENGINEER does not guarantee the performance of the Contractor. The Resident Project Representative's duties are as outlined in Attachment No. 2 of this Agreement.

b. Closeout Documents/Record Drawings

The ENGINEER will provide the OWNER with three (3) sets of prints of record drawings. Such drawings will be based upon construction records of the Contractor and the OWNER's RPR. The ENGINEER will provide the OWNER one (1) digital O&M manual consisting of general requirements for operating the WWTP including a compilation of the equipment manufacturer's O&M manuals.

c. Compensation

Engineering Services During Construction:

The OWNER agrees to pay the Engineer monthly for the work performed under this paragraph upon presentation by the Engineer of an invoice; the OWNER shall pay the Engineer \$37,000 per month for the construction contract management services listed hereinbefore. The first and last month's bill shall be pro-rated based on the date the Contractor proceeds with construction and the substantial completion date of construction (48 months x \$37,000 per month = \$1,776,000).

Closeout Documents/Record Drawings:

The OWNER shall pay the ENGINEER the following lump sum amount for the work performed under this paragraph upon presentation of monthly invoices by the ENGINEER: Closeout Documents/Record Drawings – FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$51,250)"

5. All other provisions of the AGREEMENT shall remain in full effect.

IN WITNESS WHEREOF they have executed this AMENDMENT NO. 2 this _____ day of _____, 2024.

ENGINEER:

J. R. WAUFORD & COMPANY
CONSULTING ENGINEERS, INC.

OWNER:

CITY OF COLUMBIA, TENNESSEE

BY: _____
J. Gregory Davenport, P.E.
President

BY: _____
Charles (Chaz) M. Molder
Mayor

ATTEST:

ATTEST:

BY: _____
Stephen C. Lee, P.E.
Corporate Secretary

BY: _____
Witness

LEGAL FORM APPROVED

BY:  _____
C. Tim Tisher
City Attorney

Attachment No. 2: A Listing of the Duties, Responsibilities and Limitations of Authority
of the Resident Project Representative

AGREEMENT FOR ENGINEERING SERVICES
WASTEWATER TREATMENT PLANT IMPROVEMENTS
COLUMBIA, TENNESSEE

THIS AGREEMENT made this 19th day of May, 2021, by and between the CITY OF COLUMBIA, TENNESSEE, a municipal corporation, hereinafter called the OWNER, and J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC., a Tennessee Corporation, hereinafter called the ENGINEER.

WITNESSETH, that the OWNER owns and operates the existing Wastewater Treatment Plant which was originally constructed in 1978 and is in need of replacement, and

WITNESSETH, that the OWNER is desirous of making improvements to the Wastewater Treatment Plant generally consisting of a new headworks, oxidation ditches, final clarifier, disinfection, and biosolids processing facilities described in greater detail as "Alternative No. 1 – Extended Aeration Process with Biological Nutrient Removal" in the report entitled "*Preliminary Engineering Report Related to the Columbia Wastewater System Wastewater Treatment Plant Improvements*" also known as the "Project", and

WITNESSETH, that the OWNER is desirous of employing the ENGINEER to provide engineering services related to the design of the Project.

NOW THEREFORE the OWNER and the ENGINEER agree that for and in consideration of the payments stipulated herein the ENGINEER agrees to perform the work described hereinafter:

1. **DESIGN**

a. **Scope of Work**

The Design Phase shall consist of the preparation of Plans and Specifications for the competitive bidding, award and construction of the following:

- Alternative No. 1 – Consists of a new open style headworks structure with fine screening and grit removal, new oxidation ditch structure with aerobic, anaerobic, and anoxic zones, new final clarifier distribution structure, new final clarifiers, new RAS/WAS sewage pumping station, new U.V. disinfection structure, new dewatering and digester blower building, renovation of the existing aerobic digesters, renovation of the existing local sewage pumping station, and new 80' X 60' maintenance building.

The Design shall be performed in accordance with the regulations of the Tennessee Department of Environment and Conservation (STATE) and shall be submitted to the STATE with approval obtained.

The ENGINEER shall perform the necessary design calculations, prepare the plans and the detailed specifications and contract documents, and prepare a final cost estimate based on the final design. The ENGINEER shall consult with the OWNER at various stages of the design giving the OWNER the opportunity to comment on the concept and to request changes before said design becomes final. Further the ENGINEER shall consult with the OWNER and secure the OWNER's approval of various manufacturers of mechanical equipment to be used.

After the OWNER approves the piping layouts and equipment selections, if changes are made by the OWNER, the ENGINEER shall be paid at the ENGINEER's standard hourly rates as set forth in Attachment No. 1.

The Plans and Detailed Specifications and Contract Documents furnished by the ENGINEER shall be approved by the OWNER, the OWNER's Attorney and the STATE.

The ENGINEER shall, with the OWNER's concurrence, make such revisions to the Plans and Specifications as may be required by the STATE without additional charge.

The ENGINEER shall secure electrical and mechanical engineering services necessary to fulfill the performance of this AGREEMENT.

The ENGINEER shall furnish copies of the Plans and Specifications as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of the contract, the ENGINEER will furnish to the OWNER six (6) sets of the Plans and Specifications for execution. Original documents, surveys notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

The ENGINEER shall, without additional compensation, correct or reverse any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

b. Compensation

The OWNER agrees to pay the ENGINEER the lump sum of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000) for the work

described in this paragraph payable monthly as the work progresses. The OWNER agrees to reimburse the ENGINEER for Plans review fees or other fees charged by regulatory agencies.

2. EXCLUSIONS

The ENGINEER shall not and will not be considered in charge of, or responsible for, acts of the Construction Contractor, methods of construction, construction, construction progress, construction forces or equipment, or OSHA safety procedures.

The ENGINEER will not be considered responsible for or in charge of non-technical items not within its purview and/or control, including but not limited to, legal and financing services.

No inclusion or allowance is made for boundary surveys requiring the stamp of a registered land surveyor or acquisition documents.

No inclusion or allowance is made for geotechnical engineering services.

No inclusion or allowance is made for ecological studies that may be required to obtain a revised National Pollutant Discharge Elimination System (NPDES) Permit.

3. OWNER'S RESPONSIBILITIES

The OWNER will furnish access to all lands required for surveying and/or investigative work.

The OWNER will furnish access to any records required.

The OWNER will furnish plans of its existing relevant facilities, if available.

The OWNER shall verify the location and/or uncover existing utilities, if requested by the ENGINEER if it is uncertain of their size and/or location.

The OWNER agrees to contract directly for geotechnical engineering services if required. The ENGINEER agrees to assist the OWNER during procurement of a geotechnical engineering firm to perform the work at no additional charge.

4. CONFINED SPACES

During the performance of the work under this contract the ENGINEER may find it necessary to enter "confined space(s)", as defined by OSHA regulations in order to observe conditions and/or obtain necessary data. The OWNER is required by

regulation to have in place a "Confined Space Permit Program" including the necessary testing and safety equipment. The OWNER shall provide without cost to the ENGINEER the proper "Permit", the "Attendant" and/or the "Entry Supervisor" together with all necessary testing, safety and emergency equipment and all other means of compliance with OSHA regulations. The ENGINEER will provide general training to its proposed "Authorized Entrant(s)", however, the OWNER shall provide training for the equipment furnished, the OWNER'S Permit System or any other condition special to the OWNER'S facilities. The OWNER shall be fully responsible for compliance with the appropriate regulations.

For work to be constructed, the ENGINEER will place a provision in the Construction Contract Specifications requiring the Contractor to assume responsibility for Confined Space Compliance during construction.

5. OWNERSHIP OF DOCUMENTS

Reproducible drawings, specifications, design calculations, and reports prepared or furnished by the ENGINEER pursuant to this AGREEMENT are instruments of service in respect to this project and the OWNER shall retain sole ownership and property interest. The ENGINEER shall not be liable or responsible for use of such materials except for this project. The ENGINEER will retain copies for its records.

6. DISPUTE RESOLUTION BY MEDIATION

In an effort to resolve any conflicts that may arise during the implementation of the Project or following the completion of the Project, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this AGREEMENT or the Project shall be submitted to nonbinding mediation. The mediator shall be selected from a panel of persons having experience with and knowledge of the practice of environmental engineering. The place of mediation shall be as mutually agreed upon by the OWNER and the ENGINEER.

7. DESIGNATED REPRESENTATIVES

The OWNER and the ENGINEER, without relinquishing statutory authority, designate the following representatives:

OWNER:	Donnie Boshers Director Columbia Wastewater System 1244 Treatment Plant Road Columbia, Tennessee 38401 (931) 560-1001 ext 3113
--------	---

ENGINEER: J. Gregory Davenport, P.E.
 President
 J. R. Wauford & Company
 Consulting Engineers, Inc.
 2835 Lebanon Road
 P.O. Box 140350
 Nashville, Tennessee 37214
 (615) 883-3243

The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this AGREEMENT the day and year first written above.

ENGINEER:

J. R. WAUFORD & COMPANY
 CONSULTING ENGINEERS, INC.

OWNER:

CITY OF COLUMBIA, TENNESSEE

BY:



J. Gregory Davenport, P.E.
 President

BY:



Charles (Chaz) M. Molder
 Mayor

ATTEST:

BY:



Stephen C. Lee, P.E.
 Corporate Secretary

ATTEST:

BY:



Witness

LEGAL FORM APPROVED

BY:



C. Tim Tisher
 City Attorney

Attachment No. 1: Engineer's Standard Charges effective January 1, 2021

Attachment No. 1

STANDARD CHARGES

Effective January 1, 2021

Statements will be issued on a monthly basis in accordance with the following method:

Salary Cost Plus a Multiplier

Two times the salary cost of employees for time properly chargeable to the work. Salary cost includes the actual payroll charge plus direct additives which was calculated to be 76.18% for F.Y. ending 12-31-20. Salary cost includes any overtime pay as mandated by the Department of Labor.

Plus expenses properly chargeable to the work, as listed below, reimbursable at cost.

EXPENSES REIMBURSABLE AT COST

- A. Travel by private vehicle at the rate approved by the IRS.
- B. Travel by scheduled airline or charter plane at cost.
- C. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work.
- D. Printing, reproduction, photography, testing laboratories, or special materials in connection with the work.
- E. Mobile phone bills for resident observers and surveyors.
- F. Other consultant fees as approved by client.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tony Massey, tmassey@columbiatn.com 931.560.1510

AGENDA ITEM TITLE: REQUEST FROM MAURY COUNTY SCHOOL SYSTEM TO WAIVE APPROXIMATELY \$12,490 IN ENGINEERING FEES FOR THE BUILDING OF THE NEW ELEMENTARY SCHOOL IN COLUMBIA.

RECOMMENDATION: Approve.

INFORMATION: The Maury County School System has requested the below fees and amounts be waived for the building of the new elementary school in Columbia.

Land Disturbance Fee: \$500

Site Construction Plan Review and Inspection Fee: \$5,600

Roadway Inspection Fee: \$6,390

CERTIFICATION:

ATTACHMENTS: Staff Report, Request to Waive Fees

From: Mitchell Lasley <MitchellL@csdgtn.com>
Sent: Friday, January 19, 2024 11:56 AM
To: David Mikhail <dmikhail@ksarchitects.com>
Cc: Joe Haddix <JoeH@CSDGTN.com>
Subject: City of Columbia Engineering Fees Waived

David,

While submitting the construction documents for your review, the reviewer mentioned that the ordinary review fees will be waived for this project. As part of this process, they will require a signed letter from the mayor acknowledging this. The below fees and amounts are the current fees being waived:

Site Construction Plans Review and Land Disturbance Permit:

Land Disturbance Fee: \$500

Site Construction Plan Review and Inspection Fee: \$5,600

Roadway Inspection Fee: \$6,390

Thank you and please let us know if you have any questions.

Mitchell Lasley, PE
Professional Engineer



Planning | Engineering | Landscape Architecture

2305 Kline Avenue, Suite 300
Nashville, Tennessee 37211
615.639.0255 *direct*

615.248.9999 *office*
MitchellL@csdgtn.com

csdgtn.com



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tony Massey, tmassey@columbiatn.com 931.560.1510

AGENDA ITEM TITLE: ONE YEAR RENEWAL OF AGREEMENT BETWEEN MULETOWN REC, LLC AND THE CITY OF COLUMBIA IN THE AMOUNT OF \$100,000.

RECOMMENDATION: Approve.

INFORMATION: The three-year agreement between Muletown Rec, LLC and the City of Columbia expires 2/17/2024. At the 2/5/2024 City Council Strategic Planning Session, it was the consensus of City Council to extend this agreement for one year. During this time period a due diligence study will be performed to determine the feasibility of the City purchasing and operating the facility.

It was recommended the \$100,000 annual payment to Muletown Rec, LLC would go toward the purchase price if the City does acquire the facility.

CERTIFICATION: The Chief Financial Officer certifies that \$100,000 is budgeted and unencumbered in the Insurance Fund (\$50,000), General Fund - General City Admin-Other-Professional Services (\$25,000), Sanitation-Admin-Professional Services (\$12,500) and Wastewater Fund-Treatment Plant- Professional Services (\$12,500).

ATTACHMENTS: Staff Report, Ordinance No 4493

MEMBERSHIP SERVICES AGREEMENT

This MEMBERSHIP SERVICES AGREEMENT (this "Agreement") is made effective on this 17th day of February, 2021 ("Effective Date"), by and between Muletown Rec, LLC, a Tennessee Limited Liability Company (hereinafter "MTR"), with its principal place of business at 1446 Oak Springs Drive, Columbia, TN 38401, and the City of Columbia, a government entity (hereinafter "City") with its principal address at 700 North Garden St., Columbia, TN 38401. MTR and City are collectively referred to throughout as the "Parties" or individually as a "Party."

Recitals:

WHEREAS, MTR operates fitness facilities and indoor pools and provides related services to members at 1446 Oak Springs Drive, Columbia, TN 38401 (the "MTR Facilities"),

WHEREAS, MTR and the City desire for City's Employees to receive certain memberships at MTR Facilities in exchange for MTR's receipt of recurring Quarterly Fee from City, pursuant to the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the foregoing recitals and mutual agreements set forth herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Agreement:

- 1. Definition of City Employees.** For purposes of this Agreement, "City Employees" shall mean all individuals employed by the City, whether employed on a part-time or full-time basis, who are under direct payroll with the City as of the date of this Agreement and during the Term. City Employees do not include former employees of the City or those employees who are no longer employed with the City during the Term of this Agreement, nor shall City Employees include Columbia Power & Water Systems' employees or any other entities employees who are not under direct payroll of the City. "City Employee" shall have the same meaning as City Employees but applicable in the singular form.
- 2. Individual Membership to City Employees.** During the Term, and subject to the provisions of this Agreement and the receipt of Quarterly Fee set forth in Section 4 hereof, MTR shall provide thirty-six (36) month individual memberships to all City Employees at no cost to City Employees. Immediately upon separation of employment with City, City Employee will cease to be a City Employee as defined herein and individual membership provided hereunder shall terminate as of date of separation.
- 3. Family Membership to City Employees.** During the Term, and subject to the provisions of this Agreement and the receipt of Quarterly Fee set forth in Section 4 hereof, MTR shall offer City Employees the option of a thirty-six (36) month family membership at the discounted rate of Forty Dollars and 0/100 (\$40.00) a month while employed by City. Immediately upon separation of employment with City, City Employee will cease to be a City Employee as defined herein, and the remaining term of any family membership shall continue in effect at MTR's then current monthly rate.
- 4. City Quarterly Fee; Payment Schedule.** Throughout the Term, City shall pay a recurring advance quarterly fee to MTR in the amount of Twenty-Five Thousand Dollars and 0/100 (\$25,000.00) ("Quarterly Fee") to grant City Employees access to MTR's indoor pools. Quarterly Fee shall be first due upon the Effective Date of this Agreement and thereafter by the first day of the month of each calendar quarter. MTR

will invoice City on the 15th calendar day of the quarter end month for each subsequent calendar quarter (March 15th, June 15th, September 15th, December 15th) or the next business day where such date falls on a weekend or holiday. Quarterly Fee shall be due regardless of how many City Employees enroll in any membership offered hereunder. Any amounts not paid when due shall bear interest at the rate of one- and one-half percent (1½) per month or the maximum legal rate, if less. MTR reserves the right for failure of timely payment to (i) terminate this Agreement as a material breach in accordance with Section 7 hereof, (ii) suspend individual memberships to City Employees until payment in full has been paid or suspend family memberships at the discounted rate until payment in full has been paid, or (iii) require other reasonable assurances, as determined by MTR in its sole discretion, to secure City's payment obligations hereunder.

5. Reconciliation of City Employees. Throughout the Term, City shall have a designated representative to provide notice to MTR's designated representative of separation of employment by City Employees and any new hires becoming City Employees. The parties agree reconciliation of City Employees shall be monthly, and City shall submit an accounting to MTR of all employee separations and new hires from the prior month no later than the tenth (10th) calendar day of each calendar month. For all new hires becoming City Employees, City agrees to inform new City Employees of the individual and family memberships offered by MTR hereunder and shall contact MTR's designated representative with each new City Employee's information such as City Employee name, phone number, and email address. City's designated representative shall respond timely to any request by MTR's designated representative of confirmation of employment with City or separation of employment with City.

6. Term. The term of this Agreement will commence on the Effective Date and will continue for an initial period of twelve (12) consecutive calendar months from the Effective Date (the "Initial Term"). Thereafter, this Agreement may be renewed for two (2) additional and successive one-year terms (each a "Renewal Term"), such Renewal Term(s) to commence immediately upon the review and approval of City Council following the Initial Term, or the immediately preceding Renewal Term, as the case may be, upon the same terms, covenants and conditions as contained in this Agreement. City agrees it shall present this Agreement for renewal and approval by City Council at the first available City Council meeting prior to the end of the Initial Term or the immediately preceding Renewal Term, as the case may be. For avoidance of doubt, "Term" shall include the Initial Term or any Renewal term.

7. Termination. This Agreement may be terminated (a) by either party if the other party breaches this Agreement and such breach is not cured within ten (10) calendar days after the breaching party receives notice of the specific breach from the non-breaching party; (b) by either party immediately upon written notice to the other party if a voluntary proceeding by the other party or any involuntary proceeding against the other party is commenced under any federal or state bankruptcy or insolvency law, or (c) upon mutual written agreement of the parties.

8. Effect of Termination. Upon the termination of this Agreement, all individual memberships offered hereunder to City Employees will immediately terminate, and all family memberships offered hereunder shall continue under the term of the family membership at MTR's then current monthly rate.

9. Operation of Indoor Pools. During the Term, MTR agrees to provide City Employees with access to MTR's indoor pools. MTR makes no other representations to City of continued operations at MTR Facilities, specific hours of operation or specific programs or services offered.

10. Notices. Any notice required or permitted to be given under this Agreement must be given in writing and will be effective if sent by facsimile transmission, email, or certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the facsimile number, email address or street

address set forth below and with the appropriate postage affixed. Either party may change its street or email address or facsimile number for receipt of notice by notice to the other party in accordance with this Section 10. Notices are deemed given when sent by email or two (2) business days following the date of mailing or, one business day following delivery to a courier, in either case to the correct address or, if sent by facsimile transmission, upon electronic confirmation of receipt.

If to MTR:

Muletown Rec, LLC
C/O Baxter Management, LLC
1100 Hatcher Lane
Columbia, TN 38402
Email: michael@baxtercos.com

If to City:

City of Columbia City Manager's Office
700 North Garden Street
Columbia, TN 38401
Email: *francesca@columbiatn.com*
Fax: *931-540-0675*

11. **Governing Law; Consent to Jurisdiction.** The laws of the State of Tennessee govern this Agreement without giving effect to provisions related to choice of laws or conflict of laws. The prevailing party in any lawsuit arising from or relating to this Agreement is entitled to recover its costs, including reasonable attorney fees. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the state courts of Maury County, Tennessee and the U.S. district court for the district located in Maury county, Tennessee and agrees to commence any action, suit or proceeding relating hereto only in such courts.

12. **Miscellaneous.**

12.1 **Severability.** If any provision of this Agreement should be determined to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction or be invalid or invalidated or unenforceable by reason of any law or statute, then to the extent invalid or unenforceable, it shall be limited, construed or severed and deleted therefrom, and the remaining portions of this Agreement shall survive, remain in full force and effect, and continue to be binding and shall not be affected and shall be interpreted to give effect to the intention of the parties insofar as that is possible.

12.2. **Independent Contractors.** The parties to this Agreement are that of independent contractors. By entering into this Agreement, neither party is an agent, representative, partner, employee or joint venture of the other party. Neither party will have any right, power, or authority to enter into any agreement on behalf of, or incur any obligation or liability of, or to otherwise bind the other party.

12.3 **Drafting Conventions and Interpretation.** The Parties have had an equal opportunity to participate in the drafting of this Agreement. No ambiguity will be construed against any party based upon a claim that that party drafted the ambiguous language. The captions and headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of the Agreement.

12.4 **Entire Agreement; Integration; Counterparts.** This Agreement is the final and complete expression of all agreements between the Parties and supersedes all previous agreements, whether written, oral, express, or implied of the Parties with respect to the transactions set forth herein. This Agreement may be changed only by a written agreement signed by both Parties. This Agreement may be executed in counterparts and delivered by facsimile or email, each of which will be deemed an original and all of which taken together

will constitute but one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

12.5 Non-Assignability and Binding Effect. Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, provided, however that MTR may assign its obligations under this Agreement without the consent of the other party in the event of a sale of all or substantially all of its assets (whether structured as an asset sale, merger or other form of business combination or reorganization) to a third party. Subject to the foregoing, the Agreement will be fully binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, representatives, successors and permitted assigns. The Parties agree that this Agreement is binding on them and does not and will not be interpreted to benefit or create any rights of any third parties.

12.6 Waiver. No waiver of any provision of the Agreement, or any default or breach in the performance of this Agreement, shall be deemed a waiver of any other provision, or of any subsequent default of breach, nor shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, MTR and City, through each of their representatives with authorization to bind the parties to this Agreement, have executed this Agreement as of the Effective Date written above.

MULETOWN REC, LLC
("MTR")

By: _____

Print Name: MICHAEL McINTYRE

Title: CHIEF OPERATING OFFICER

CITY OF COLUMBIA
("City")

By: _____

Print Name: Charles (Chaz) M. Molder

Title: Mayor

Approved as to Legal Form: _____

By: _____

C. Tim Tisher, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

RESOLUTION NO. 24-04 – A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO APPLY FOR TENNESSEE HOUSING DEVELOPMENT AGENCY HOME GRANT PROGRAM FUNDS IN THE AMOUNT NOT TO EXCEED \$750,000 – CITY MANAGER’S OFFICE

RECOMMENDATION: Approve Resolution No. 24-04.

INFORMATION: The Tennessee Housing Development Agency (THDA) administers the HOME Grant Program. The program is funded by federal funds administered by the U.S. Department of Housing and Urban Development (HUD).

The purpose of the HOME program is to promote the production, preservation, and rehabilitation of affordable single-family housing for low-income households. The City proposes to use awarded funds for eligible home rehabilitation and repair. If funds are awarded, the City will solicit applications from Columbia residents to identify eligible homeowners. Applicants will be evaluated per THDA/HUD guidelines. To be eligible for HOME funded repairs and improvements, any residence selected for HOME Grant improvements must meet all residential building code requirements at the close out of the project.

The grant proposal requests the maximum eligible amount, not to exceed \$750,000. There is no local match required for the program. HOME Grant funds reimburse the grantee for eligible expenditures after funds are spent.

Applications for the HOME program must be received by THDA on or before 4:00 PM CST on Thursday, February 29, 2024. THDA anticipates notifying successful applicants in May or June.

CERTIFICATION: The Chief Financial Officer certifies that \$750,000 in General Fund proceeds are available to be proposed to be budgeted in a forthcoming appropriation amendment if grant funds are awarded to the City.

**A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO APPLY FOR
TENNESSEE HOUSING DEVELOPMENT AGENCY HOME GRANT
PROGRAM FUNDS IN THE AMOUNT NOT TO EXCEED \$750,000**

WHEREAS, the City of Columbia, Tennessee is eligible for funds under the Tennessee Housing Development Agency HOME Grant Program; and

WHEREAS, there exists a need to address substandard housing as defined by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Tennessee Housing Development Agency is accepting grant applications to authorize the use of federal funding to address substandard housing; and

WHEREAS, the City of Columbia wishes to make application for said project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, as follows:

- (1) The Mayor of the City of Columbia authorized and directed to execute and apply for funds not to exceed the eligible \$750,000 in HOME Grant Program funds.
- (2) The Mayor be authorized and directed to enter into all necessary agreements to receive and administer such grant funds.
- (3) The total project cost for HOME Grant Program improvements is not to exceed \$750,000.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this 8th day of FEBRUARY 2024.

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

Regina Connelly, City Recorder's Office, rconnelly@columbiatn.com, 931-560-1520

AGENDA ITEM TITLE:

RESOLUTION NO. 24-05 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 24-05.

INFORMATION: The City Recorder is presenting tax corrections through 1/19/2024 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report for Resolution 24-05; Resolution No. 24-05; Resolution No. 24-05 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 _____, 2024.

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. 24-05

1. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF GOLDEN STREET JEWELRY. MAP 042P B 072.00 P 001, 2428 ARDEN VILLAGE DR. PROPERTY VALUE \$6,649.00, ASSESSED VALUE \$1,995.00, AND TAXES \$16.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
2. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF FUSION CONSULTING LLC. MAP 089N E 025.00 P 001, 502 SHARONDALE DR APT A. PROPERTY VALUE \$2,000.00, ASSESSED VALUE \$600.00, AND TAXES \$5.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
3. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF PEACH STATE ROOFING. MAP 100G A 033.26 P 001, 1226 IMPACT DR. PROPERTY VALUE \$25,000.00, ASSESSED VALUE \$7,500.00, AND TAXES \$62.00. DUE TO DUPLICATED ACCOUNT PER MAURY COUNTY TAX ASSESSOR.
4. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF COLUMBIA PRECAST INSTALLATIONS LLC. MAP 114 018.10 P 002, 2340 PRECAST DR. PROPERTY VALUE \$147,570.00, ASSESSED VALUE \$44,271.00, AND TAXES \$365.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
5. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF COLUMBIA PRECAST LLC. MAP 114 018.10 P 001, 2340 PRECAST DR. PROPERTY VALUE \$38,318.00, ASSESSED VALUE \$11,495.00, AND TAXES \$95.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
6. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF DOCUMOTION RESEARCH INC, ATTN: HEATHER GADBOIS. MAP 112 010.08 P S/I 500, 971 GREENLICK CT. PROPERTY VALUE \$713,364.00, ASSESSED VALUE \$214,009.00, AND TAXES \$2,482.00. DUE TO ERROR FOUND IN AUDIT ON 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

7. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF FARMERS SERVICE INC, ATTN: JENNIFER FULBRIGHT. MAP 114 018.11 P S/I 500, 1789 TOM J HITCH PKWY. PROPERTY VALUE \$8,062.00, ASSESSED VALUE \$2,419.00, AND TAXES \$20.00. DUE TO ERROR FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
8. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF FARMERS SERVICE INC, ATTN: JENNIFER FULBRIGHT. MAP 114 018.11 P S/I 501, 1789 TOM J HITCH PKWY. PROPERTY VALUE \$38,204.00, ASSESSED VALUE \$11,461.00, AND TAXES \$95.00. DUE TO ERROR FOUND IN AUDIT ON 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
9. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF FREELAND AUTO RECYCLING, ATTN: BARRY PIERCE. MAP 076 075.03 P S/I 500, 1230 INDUSTRIAL PARK RD. PROPERTY VALUE \$5,114.00, ASSESSED VALUE \$1,534.00, AND TAXES \$18.00. DUE TO ERROR FOUND IN AUDIT ON 2020 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
10. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF FREELAND AUTO RECYCLING, ATTN: BARRY PIERCE. MAP 076 075.03 P S/I 501, 1230 INDUSTRIAL PARK RD. PROPERTY VALUE \$27,181.00, ASSESSED VALUE \$8,154.00, AND TAXES \$67.00. DUE TO ERROR FOUND IN AUDIT ON 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
11. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF ROBERT W BAIRD & CO INC, ATTN: JASON KIECKHEFER. MAP 100D A 022.00 P S/I 500, 507 W 7TH ST. PROPERTY VALUE \$16,126.00, ASSESSED VALUE \$4,838.00, AND TAXES \$40.00. DUE TO ERROR FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
12. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF ROBERT W BAIRD & CO INC, ATTN: JASON KIECKHEFER. MAP 100D A 022.00 P S/I 501, 507 W 7TH ST. PROPERTY VALUE \$10,630.00, ASSESSED VALUE \$3,189.00, AND TAXES \$26.00.

DUE TO ERROR FOUND IN AUDIT ON 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

13. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF THE KIRK & BLUM MFG CO, ATTN: SCOTT NEKOLNY. MAP 066 020.07 P S/I 500, 1761 NORTHPOINTE RD. PROPERTY VALUE \$136,061.00, ASSESSED VALUE \$40,818.00, AND TAXES \$473.00. DUE TO ERROR FOUND IN AUDIT ON 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
14. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF THE KIRK & BLUM MFG CO, ATTN: SCOTT NEKOLNY. MAP 066 020.07 P S/I 501, 1761 NORTHPOINTE RD. PROPERTY VALUE \$128,800.00, ASSESSED VALUE \$38,640.00, AND TAXES \$319.00. DUE TO ERROR FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
15. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF THE KIRK & BLUM MFG CO, ATTN: SCOTT NEKOLNY. MAP 066 020.07 P S/I 502, 1761 NORTHPOINTE RD. PROPERTY VALUE \$279,518.00, ASSESSED VALUE \$83,855.00, AND TAXES \$692.00. DUE TO ERROR FOUND IN AUDIT ON 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
16. REFUND PARTIAL 2023 PROPERTY TAX IN THE NAME OF SEAMON HENRY ETUX DIANE. MAP 113H B 010.00 S/I 000, 1025 SUNNYSIDE DR. PROPERTY VALUE FROM \$458,400.00 TO \$413,300.00, ASSESSED VALUE FROM \$114,600.00 TO \$103,325.00, AND TAXES FROM \$946.00 TO \$853.00. REFUND OF \$93.00 DUE TO APPRAISAL ADJUSTMENT ON CITY TAXES ONLY PER MAURY COUNTY TAX ASSESSOR.
17. REFUND PARTIAL 2023 PROPERTY TAX IN THE NAME OF DOCUMOTION RESEARCH, ATTN: HEATHER GADBOIS. MAP 112 010.08 P S/I 001, 971 GREENLICK CT. PROPERTY VALUE FROM \$6,939,443.00 TO \$6,332,826.00, ASSESSED VALUE FROM \$2,081,833.00 TO \$1,899,848.00, AND TAXES FROM \$17,177.00 TO \$15,675.00. REFUND OF \$1,502.00 DUE TO AUDIT PER MAURY COUNTY TAX ASSESSOR.

18. REFUND PARTIAL 2023 PROPERTY TAX IN THE NAME OF
SDM CONSTRUCTION, ATTN: MARK HOFFMAN CPA. MAP
113D E 015.00 P S/I 018, 111 WAYNE ST. PROPERTY VALUE
FROM \$1,089,384.00 TO \$1,076,885.00, ASSESSED VALUE
FROM \$326,815.00 TO \$323,066.00, AND TAXES FROM
\$2,697.00 TO \$2,666.00. REFUND OF \$31.00 DUE TO AUDIT PER
MAURY COUNTY TAX ASSESSOR.



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. 4487 - AN ORDINANCE TO AMEND ORDINANCE NO. 4176, CONNECT COLUMBIA, THE COMPREHENSIVE PLAN, REGARDING FRAMEWORK, LAND USE, PARKS AND GREENWAYS, AND TRANSPORTATION.

RECOMMENDATION: Approve Ordinance No. 4487 on second consideration.

INFORMATION: With changes and time, amendments to Connect Columbia, the comprehensive plan, are needed. In 2023, Staff assembled a Steering Committee and conducted public outreach opportunities, seeking guidance from leaders and stakeholders for the purpose of presenting the attached update. The Planning Commission reviewed this request at the November 8, 2023 meeting with a recommendation of approval by a vote of six to zero.

ATTACHMENTS: Ordinance No. 4487; Exhibit A; Staff Report; Map; Matrix; Presentation Notes.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4176 AS AMENDED BY
ORDINANCE NO. 4390, TO AMEND THE CONNECT COLUMBIA PLAN
REGARDING THE FRAMEWORK, LAND USE, PARKS AND GREENWAYS,
TRANSPORTATION AND ACCESS MANAGEMENT PLANS FOR THE CITY OF
COLUMBIA, TENNESSEE**

WHEREAS, the City of Columbia Municipal Planning Commission has been established and exercises the planning power as provided under the provisions of Tennessee Code Annotated §13-3-102, §13-3-301 thru §13-3-304 and §13-4-101 thru §13-4-309 and the City of Columbia has an approved Zoning Ordinance adopted under the provisions of Tennessee Code Annotated §13-7-201; and

WHEREAS, the Columbia Municipal Planning Commission reviewed an amendment to the general plan called the Connect Columbia Plan regarding Framework, Land Use, Parks and Greenways, Transportation and Access Management Plans for the City of Columbia, Tennessee; and

WHEREAS, the Columbia Municipal Planning Commission did conduct a public hearing on the 8th day of November, 2023 on the plan following public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the Connect Columbia Plan, being the Framework, Land Use, Parks and Greenways, Transportation and Access Management Plans for the City of Columbia, Tennessee, is hereby amended by deleting the existing plan and replacing such plan with a new Connect Columbia Plan as described in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 2: This Ordinance is passed after review of Columbia Zoning Ordinance Article 8.5.20 by the Columbia Municipal Planning Commission, with a recommendation of approval, following a public hearing, 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, thirty (30) days or more before said hearing.

Section 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 8th day of February, 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: _____



CONNECT COLUMBIA

COMMUNITY-FOCUSED PLAN FOR GROWTH





CONNECT COLUMBIA

COMMUNITY-FOCUSED PLAN FOR GROWTH

This document serves as the general plan for the City of Columbia located in Maury County, Tennessee. The Columbia Municipal Planning Commission directed the drafting of this document pursuant to Title 13, Chapter 4 of the Tennessee Code Annotated (TCA §13-4-201). Upon adoption, Connect Columbia 2023 will supersede Connect Columbia 2017, the comprehensive plan adopted by the City Council of the City of Columbia in January 2018. All development review and public investment in the physical improvement of Columbia shall be consistent with this plan.

Element

1

Framework Plan

Establishes the long-range planning program, outlines the goals, objectives and proposed actions of plan implementation, and coordinates the three substantive elements of the plan.

Element

2

Land Use Plan

A policy for orderly, and intentional change within Columbia's Urban Growth Boundary. The land use element promotes public welfare and prosperity in the process of development.

Element

3

Parks & Greenways Plan

Outlines the community's priorities for addition and enhancement of outdoor recreation and other community amenities.

Element

4

Transportation Plan

Guides public and private investment in a safe and connected transportation system to meet the present and future mobility needs of Columbia residents.



Acknowledgments

This document was prepared by the Planning & Zoning Division within the Department of Development Services with assistance from other City of Columbia staff under guidance from the Columbia Municipal Planning Commission, the City Council, the 2023 Connect Columbia Steering Committee, and staff leadership of the city departments. Most importantly, residents of Columbia gave their time to attend public forums and share their priorities for the future development of the city.

Mayor and City Council

The Honorable Chaz Molder, Mayor
The Honorable Randy McBroom, Vice Mayor
The Honorable Davena Hardison, Council Ward 1
The Honorable Debbie Wiles, Council Ward 2
The Honorable Tony Greene, Council Ward 3
The Honorable Kenny Marshall, Council Ward 4
The Honorable Danny Coleman, Council District 5

Administration

Tony Massey, City Manager
Thad Jablonski, Assistant City Manager
Liz Bermudez, Executive Secretary
Tim Tisher, City Attorney

City Department Leaders

Paul Keltner, AICP, Director of Development Services
Thad Jablonski, City Recorder
Kim Dale, Assistant City Recorder
Thad Jablonski, Chief Financial Officer
Jamey Owen, Assistant Finance Director
Mac Reagan, Director of Parks & Recreation
Wanda McClain, Director of Human Resources
Donnie Boshers, Director of Wastewater
Jeremy Alsup, Chief of Police
Jonathan Stotler, Director Management Info. Systems
Ty Cobb, Fire Chief
Jeff DeWire, Public Works Director
Kellye Murphy, Director of Tourism & Marketing

Municipal Planning Commission

Charlie Goatz, Chairman
Chaz Molder, Mayor
Danny Coleman, City Council Representative
Dr. Christa Martin
James “JD” Shannon
Ray Pace
Thomas Hutto

Connect Columbia Team

Paul Keltner, AICP, Director of Development Services
Kevin C. McCarthy, AICP, City Planner & Zoning Administrator (Project Manager)
Austin Brass, AICP, City Planner
Robert Archibald, Planner II
Melissa Sanders, Planner I
Sandra Richardson, Planning Technician
Glenn Harper, PE, City Engineer
Douglas Toney, PE, Assistant City Engineer
Lindsay Barrier, Admin. Asst., Development Services
Alex Troge, Assistant Director of Parks & Recreation
Jill Carlson, Sr Admin. Assistant, Parks & Recreation
Kellye Murphy, Director of Tourism & Marketing
Kelli Johnson, Main Street Manager



Connect Columbia Steering Committee

Beverly Mitchell
Rose Rainey
Trent Ogilvie*
Elizabeth Gallegos
Kara Williams
Bryson Leach
Kaliente Conway Green
Katie Baker
Savannah Honea
Diane Davis*
Lydia Fowler
Dave Webb
Jonathon Butler
Robert Caldiraro
Nancy Williams



*Served on the 2017 Connect Columbia Steering Committee

Photo Credits & Document Formatting

Jacey Bomar, Public Information Officer & Communications Coordinator
Lindsay Barrier, Development Services

Special Thanks

Kelli Johnson & the Visit Columbia Welcome Center Staff
Alex Troge, Jill Carlson and the Department of Parks & Recreation

About the Planning & Zoning Division

City staff within the Planning & Zoning division facilitated the 2023 Connect Columbia planning process and prepared this document. This unique approach leveraged in-house professional services without the expense of outside consultants.

Planning & Zoning is one of the three divisions which comprise the City of Columbia Department of Development Services. The division is primarily self-funding through fees, operating at no net cost to taxpayers during 2021, 2022, and 2023. Planning staff have three functional responsibilities: 1) long-range planning; 2) current planning; and 3) zoning administration. In addition, Planning & Zoning staff serve as a general point of contact for citizens and businesses, perform some code enforcement, and respond to records requests.

As of late 2023, the division is comprised of two certified planners, two additional planners, and a planning technician. The team facilitates the development review process and supports the work of the Planning Commission, the Board of Zoning Appeals, the Architectural Design Review Team, and the Historic Zoning Commission.



CONNECT COLUMBIA

Framework Plan: Long-Range Policies & Planning Program

Connect Columbia: Framework Plan

The primary function of Connect Columbia is to provide a policy framework. The document guides decisions related to the City's future. The City Council, Planning Commission, and other boards and commissions with a role in growth management utilize the plan to inform their decisions. Connect Columbia is the policy rationale for all land use actions of the City.

Coordination of Plan Elements

This document describes the place the City of Columbia intends to become. It is also a statement of how Columbia proposes to get there. The plan consists of four interrelated elements: 1) the Framework Plan; 2) the Land Use Plan; 3) the Transportation Plan; and 4) the Parks and Greenways Plan.

The Framework Plan coordinates the three substantive elements to establish a complete guide for the growth and development of the City of Columbia. It functions as a policy toolkit for Columbia. The Framework element articulates the principles that enliven each of the substantive elements.

The Framework Plan is a statement of values and priorities which guide Columbia's growth. These values direct all actions of the City related to growth and development, as well as the regulatory documents which control the use of private property and standardize the creation of new infrastructure.

The framework establishes long-range goals for the next twenty years, as well as achievable objectives to be accomplished over the time period of 2023 - 2028. The implementation matrix identifies specific actions to achieve the City's goals and objectives. While the substantive elements direct physical change, the framework plan connects development of the built environment with the social and economic welfare of Columbia's residents.

What does the
comprehensive plan do?

**CONNECT
COLUMBIA
OUTLINES THE
COMMUNITY'S
LONG-RANGE
VISION**



Establishing a Long Range Planning Program

Each plan element covers vital components of Columbia's growth and development. Taken together, they offer a strategy for sustainable and resilient growth by connecting the physical, economic, and social environments. Land use, transportation, and parks and greenways are all inextricably linked.

The substantive elements of the plan provides specific recommendations and policies for city leaders, property owners, residents, and other stakeholders to help make development decisions for the City of Columbia. The Framework Plan establishes a long-range planning program which provides a realistic set of achievable priorities. The goals, objectives and proposed actions in this plan element provide for consistent development of the city over time. The continuous program of implementation will make Columbia a better place to live, work, play, worship, and connect.





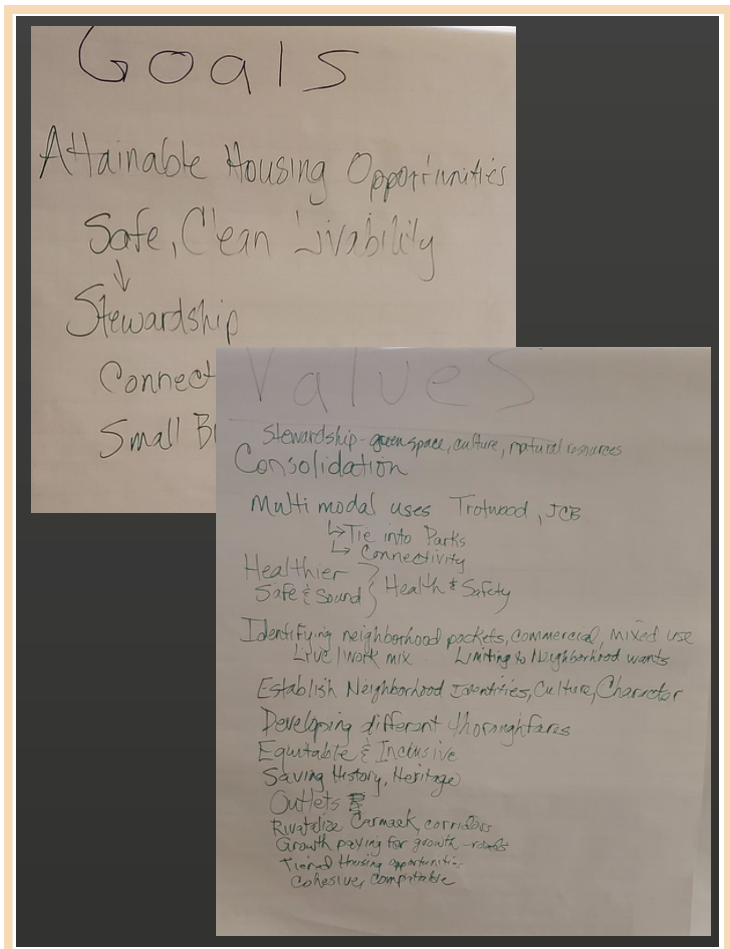
Connect Columbia
reflects the priorities
and values of Columbia
residents from all walks
of life.



COMMUNITY DRIVEN PLANNING PROCESS

The Planning Process

The 2023 update to Connect Columbia and its recommendations are the result of a ten-month process of community engagement. The document reflects the shared vision of residents and stakeholders. The process began in January 2023 when the chairman of the Columbia Municipal Planning Commission invited fifteen individuals to convene a steering committee modeled on the 2017 Connect Columbia steering committee. During the first week of February, planning staff met with the committee for the first time at the Columbia Welcome Center. At that meeting, the committee identified the values which guided the planning process. Planning staff distilled that conversation in to a set of guiding principles.



Engaging Columbia Residents

The Steering Committee, with assistance from city staff, hosted a public forum at the Fairview Recreation Center to hear directly from residents of Columbia about their priorities.

The forum featured multiple open-ended methods of sharing ideas related to the physical development of the city. Staff provided attendees with information about Columbia and about the 2017 plan. Citizens drew their own future land use maps. They also completed paper surveys and “dot preference” analyses. Staff from the Parks & Recreation Department set up notebook computers for citizens to complete online questionnaires. Most importantly, Steering Committee members, city staff, Planning Commission members, and elected officials talked to residents and listened to their thoughts. Many of the proposed actions in this document originated from conversations at the March forum.



Planning staff met again with the Steering Committee in April of 2023. The group discussed the input received at the Fairview forum and identified draft goals, objectives, and proposed actions which reflected the community's priorities. The committee identified four high level goals which staff developed into achievable objectives. The committee, with help from planning staff, further reduced the objectives into specific actions.



Continuing a Dialogue

The Steering Committee and city staff hosted a second public forum at Riverwalk Park in May 2023. Residents reviewed the Steering Committee's ideas and provided additional input and suggestions about how Columbia should grow. Public comment at the May 2023 forum indicated the need for an ongoing program of planning and public engagement which separate the issues of comprehensive planning into more discrete topics.

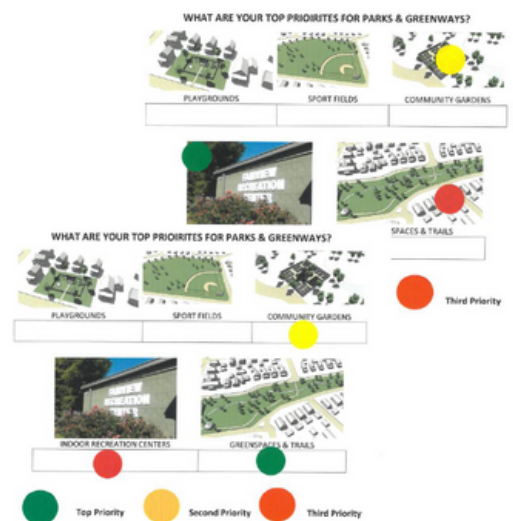
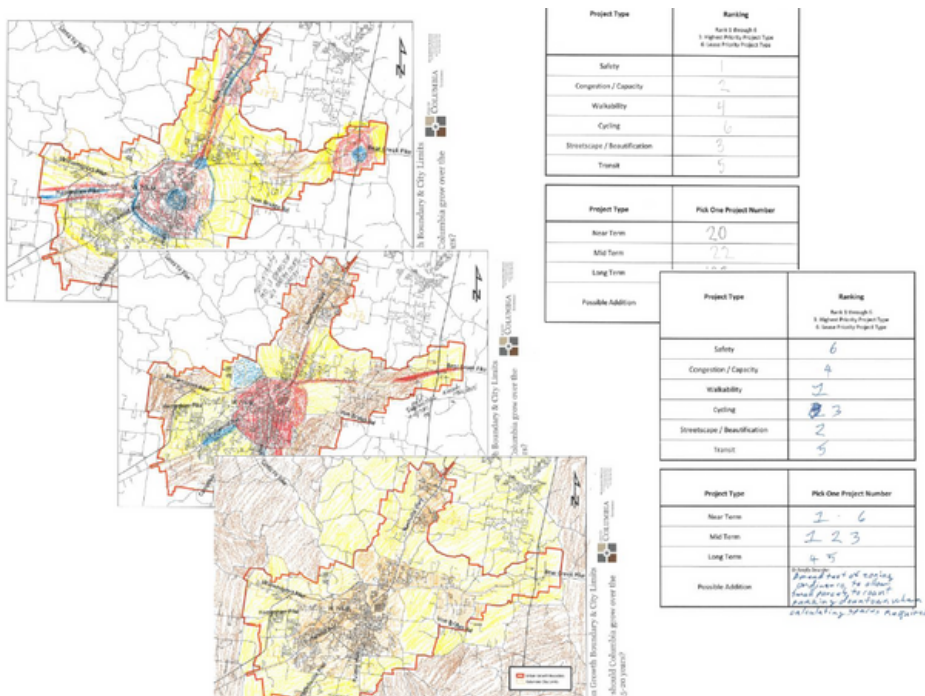
In June of 2023, planning staff met again with the steering committee at the Columbia Welcome center. The staff presented revised goals, objectives, and proposed actions as well as an updated land use plan. These revisions reflected the public input provided at the two forums, as well as through online surveys.



Timeline of Connect Columbia 2023 Update

- December 2022 - January 2023 - Individual Planning Commission Member Briefings with Planning Staff
- January 2023 - Formation of Steering Committee
- February 2023 - First Meeting of Steering Committee at Columbia Welcome Center
- March 2023 - Public Forum at Fairview Recreation Center
- April 2023 - Second Meeting of Steering Committee at City Hall

- May 2023 - Public Forum at Riverwalk Park
- June 2023 - Third Meeting of Steering Committee at Columbia Welcome Center
- July 2023 - Staff Presentation to Columbia Municipal Planning Commission
- August 2023 - Joint Study Session of Columbia Municipal Planning Commission and City Council
- October 2023 - Revision Presented to Planning Commission for Review and Adoption





Transforming Public Comments into Policy

After the Steering Committee completed its work during the summer of 2023, the Planning Commission and the City Council met to review working drafts of the plan elements. City staff highlighted the portions of the 2017 plan which worked well and opportunities for improvements. Staff also explained how public input informed proposed revisions. The members of Planning Commission and City Council learned more about the planning process and provided staff with valuable direction for completing the update.

A Plan by and for Columbia

The Planning & Zoning division facilitated the 2023 Connect Columbia planning process and prepared this document. This unique approach leveraged in-house professional services without the expense of outside consultants. This update was prepared by and for Columbia to serve the community. It reflects guiding principles of the community, not current trends in planning practice. The plan's goals, objectives, and proposed actions will create a better quality of life for current and future residents. Planning staff facilitated the process while also performing ongoing current planning and zoning administration. Rather than spend public money on consultants and boilerplate charrettes, the City leveraged its existing resources. The Department of Parks & Recreation offered their facilities for public forums. The Tourism & Marketing team hosted two of the Steering Committee meetings in the Columbia Welcome Center. A senior staff member donated a "thank you dinner" for the volunteer Steering Committee. The community learned about events through inexpensive signs, social media, and local WKOM Front Porch Radio. Altogether, this update will cost Columbia tax payers less than \$10,000. The process itself, as much as the deliverable, reflects the characteristics which make Columbia a great place to live and work. The quality of a long-range plan is shown in the built environment over time, not generic renderings produced by consultants. This is a plan by and for Columbia for the benefit of the entire community.

A PLAN BY AND
FOR THE
RESIDENTS OF
COLUMBIA





Connect Columbia
Protects and Preserves
the things that make
Columbia Great.

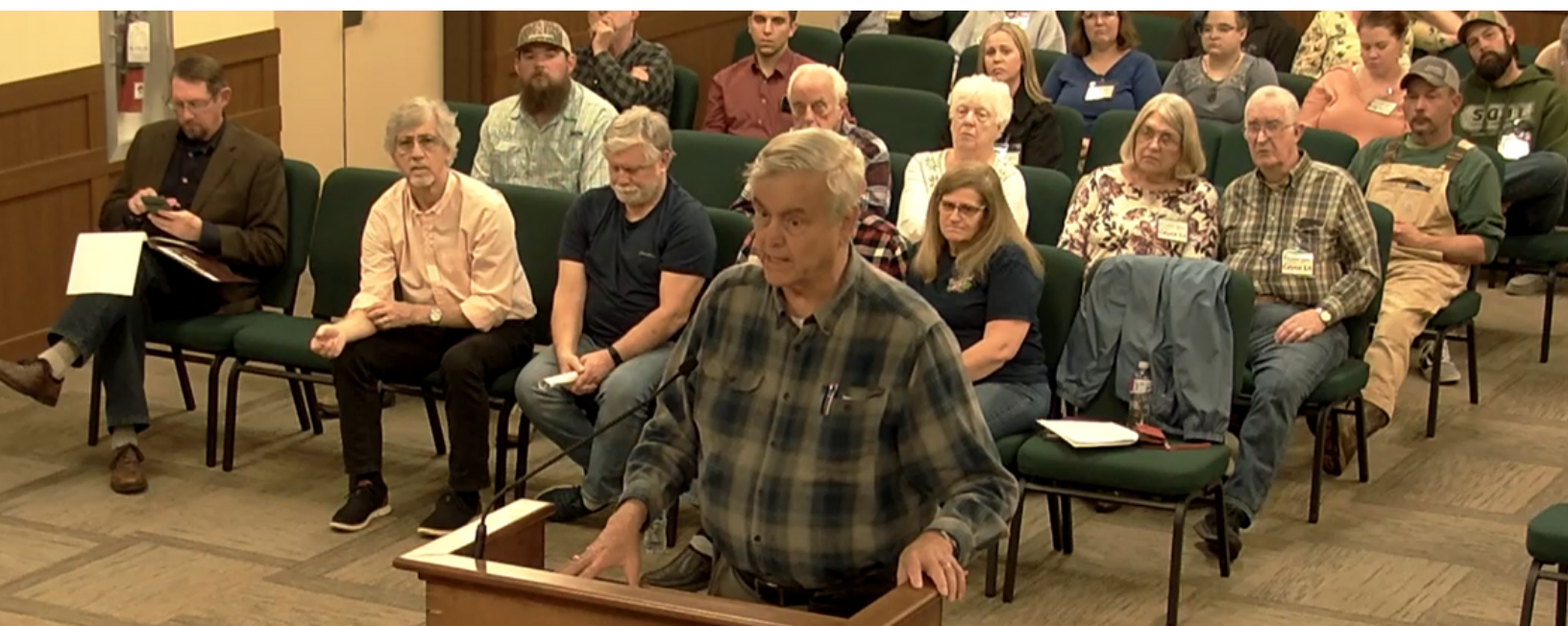


**THE PLAN
ACCOMMODATES
GROWTH
WHILE
PRESERVING
THE UNIQUE
“FLAVOR” OF
COLUMBIA**

IMPLEMENTING THE COMMUNITY'S VISION



All land use decisions of the City of Columbia should advance the four guiding principles identified by the Steering Committee and confirmed through the community engagement process. The updated goals, objectives, and proposed actions provide the framework for organizing the city's efforts to proactively plan for the future. The matrix of proposed actions shall form the basis of the long-range planning program and guide future growth, redevelopment, and infrastructure investment according to the preferences expressed by Columbia residents during the Connect Columbia update process. The City's strategic planning process, when it addresses physical development of Columbia, should reference the proposed actions in Connect Columbia. The Municipal Planning Commission and Development Services staff should refer to the framework element of Connect Columbia as both a policy directive and an interpretive tool.



GUIDING PRINCIPLES

Connection:

Columbia provides options for safe and efficient movement throughout the city by a variety of transportation modes on an interconnected network.

Vitality:

Columbia is a safe community with opportunities for healthy living at all stages of life, natural resources for the benefit of current and future residents, and high standards for the quality of the built environment.

Steadfast:

Columbia is a fiscally stable municipality where growth is economically sustainable, history is preserved, new development is cohesive and compatible, and the unique character of each neighborhood is celebrated.

Neighborly:

Columbia is a place where all feel welcome and included in community decisions.

Connect Columbia's Policy Framework

The framework plan presents the city's general policy for guiding growth, redevelopment, and concurrent infrastructure investments. The framework uses the following terminology.

Guiding Principles

The guiding principles provide an anchor or reference point used to implement Connect Columbia and evaluate proposals for development.

Goal

A desired outcome that is expressed in broad terms and achieved over the long term.

Objective

A desired outcome that can be achieved in the near term to help advance a long-term goal.

Proposed Action

A specific policy, strategy, or step that can be implemented by the city or one of its partners to help achieve a goal or objective.

Priority

A proposed action that is determined to be an important consideration for near-term resource allocation or implementation.

Goals & Objectives

Connect Columbia Goal #1 Sustain the unique character of Columbia as it grows over time.

Columbia will protect its natural beauty and cultural assets by preserving the distinctive features that make it a special place to live and work.

Objectives

Objective 1.1: Ensure a high-quality built environment

Objective 1.2: Protect Columbia's natural assets and scenic views

Objective 1.3: Celebrate the past through preservation and memorialization of all of Columbia's neighborhoods and history



Goals & Objectives

Connect Columbia Goal #2 Accelerate Columbia's Future

Columbia will create a sense of belonging for all by pursuing strategies to create a more economically dynamic, culturally vibrant, and inclusive community where businesses thrive and all neighborhoods and residents prosper.

Objectives:

Objective 2.1: Improve access to education and training opportunities

Objective 2.2: Identify and promote emerging business and cultural districts through focused subarea planning

Objective 2.3: Support revitalization and reinvestment in Columbia's Commercial corridors

Objective 2.4: Prioritize investments which enhance Columbia residents' ability to move efficiently throughout the city

Objective 2.5: Create a range of housing opportunities for all households and income levels

Objective 2.6: Proactively support development of local arts, cultural assets, and social infrastructure

Objective 2.7: Increase prosperity for all residents through expanded employment base and retail options



Goals & Objectives

Connect Columbia Goal #3 Nurture Columbia's Strengths

Columbia will protect, preserve, and enhance its distinctive neighborhoods and places while providing a voice for all stakeholders in deliberations related to how Columbia grows.

Objectives:

Objective 3.1: Support entrepreneurs who create Columbia's *flavor*

Objective 3.2: Integrate compatible neighborhood commercial services and other amenities in established neighborhoods

Objective 3.3: Revise administrative procedures to inform and include all residents in land use decisions



Goals & Objectives

Connect Columbia Goal #4 Invest in Columbia

Columbia will deploy a thoughtful, fiscally responsible long-range strategy to invest in infrastructure and city services to meet the demands of a growing population and provide the highest quality of life in southern Middle Tennessee.

Objectives:

Objective 4.1: Establish gateways to the city

Objective 4.2: Maintain and expand Columbia's world class parks and greenways

Objective 4.3: Develop sustainable long-range plan for improved infrastructure and amenities



Proposed Actions - Implementing the Plan

The 2023 update of Connect Columbia establishes an active and continuous long-range planning program. The goals and objectives of the framework plan are implemented through prioritized proposed actions. These actions inform the annual strategic planning process and provide general direction to all city actions which impact the physical development of Columbia. The proposed actions also provide specific direction to Planning & Zoning staff related to the 2023 - 2028 long range planning program.

Immediate	0 – 2 years
Mid-Range	2-3 years
Long-Range	4-5 years and ongoing

The implementation timeline is fluid; the proposed actions are interrelated. The Planning Commission may direct staff to reprioritize the actions based on shifting conditions and opportunities to accelerate objectives.

Implementation Matrix

Proposed Action	Related Objective	Priority for Implementation
Establish a regular cycle of annual reports from the Planning Commission to the City Council on implementation of these proposed actions and progress toward accomplishing the objectives of Connect Columbia. Reports should include a summary of any necessary changes to City regulations or procedures.	3.3	Immediate
Establish a regular annual cycle of revisions to the Zoning Ordinance.	3.3	Immediate
Update the Parks & Greenways element of the Comprehensive Plan during the first quarter of 2024.	4.2; 4.3	Immediate

Proposed Action	Related Objective	Priority for Implementation
Prioritize capital investments to improve pedestrian safety.	1.1	Long-Range
Establish a regular process of public participation to inform the implementation of these action steps.	3.3	Mid-Range
Develop a five-year Capital Improvements Plan (CIP) for city projects which improve the capacity and condition of infrastructure to support infill development and leverage private investment in Columbia.	1.1; 4.1; 4.3	Immediate
Establish by ordinance a citywide minimum level of service for parks and greenways.	1.1; 4.2; 4.3	Immediate
Revise the Civic Space provisions of the Zoning Ordinance to require new developments to meet or exceed the minimum level of service for parks and greenways either by providing civic space within the development or through payment in lieu to support City projects which maintain the level of service.	1.1; 4.2	Mid-Range
Develop a citywide mobility plan to incorporate and replace the transportation element of Connect Columbia.	2.4; 4.3	Mid-Range

Proposed Action	Related Objective	Priority for Implementation
Revise the procedures in the Zoning Ordinance to establish a rational nexus and proportionality analysis as a criterion of approval for all applicable requests for rezoning, Planned Unit Development approval, site development plan approval, and conditional use approval.	1.1; 4.2; 4.3	Immediate
Develop a neighborhood planning program to cultivate a sense of place, facilitate community input in land use decisions, and develop the social infrastructure of the community.	1.3; 2.2; 3.3	Mid-Range
Update or create a master plan for each subarea with recommended actions for implementation.	1.3; 2.2; 2.3	Immediate
Through the Columbia Arts Council, create a citywide public art plan with recommended actions for implementation.	2.7; 4.3	Mid-Range
Identify locations in established residential neighborhoods which can be utilized for small-scale neighborhood commercial retail uses.	3.2	Mid-Range
Revise the Zoning Ordinance and other regulations to accelerate the strategic interim uses of underutilized sites and serve the needs of the community in anticipation of higher-value redevelopment and upgrades.	1.1; 2.3	Immediate

Proposed Action	Related Objective	Priority for Implementation
In cooperation with the Industrial Development Board, identify and enact policies which support retail development in nodes and commercial corridors to serves residents and expand Columbia’s tax-base.	2.6	Long-Range
In cooperation with the Industrial Development Board, ensure there are sufficient sites with supporting infrastructure to attract retail and industrial development that creates employment opportunities for Columbia residents.	2.6	Long-Range
Support the orderly expansion of Columbia State Community College’s operations and development of compatible land uses and infrastructure in the surrounding area.	2.1; 2.6	Long-Range
Support the orderly expansion of Maury Regional Hospital’s operations and development of compatible land uses and infrastructure in the surrounding area.	2.6	Long-Range
Engage local business to identify and eliminate unnecessary obstacles in the Zoning Ordinance and administrative procedures which make it difficult to operate a business in Columbia.	3.1; 3.3	Immediate

Proposed Action	Related Objective	Priority for Implementation
Create an inventory of sidewalk conditions throughout the City and identify gaps in the pedestrian network.	1.1; 2.3	Mid-Range
Evaluate the benefits of joining the Community Rating System (CRS) to obtain discounts on flood insurance for Columbia residents; update floodplain management practices accordingly.	2.5	Immediate
Improve local freight routes and work through the Nashville MPO to collaborate with TDOT and other transportation partners to improve mobility options for Columbia residents.	2.4	Long-Range
Continuously identify and pursue state and federal economic development grant programs which support implementation of Connect Columbia.	4.3	Long-Range
Develop a citywide affordable housing strategy.	2.5	Immediate
Proactively support mixed use development on underutilized sites downtown while leveraging the Columbia Main Street program to promote Columbia as a destination for retail, dining, recreation, and cultural activities.	1.1; 3.1	Long-Range

Proposed Action	Related Objective	Priority for Implementation
Accelerate the adaptive reuse of structures in Columbia's historic downtown to cultivate a shared sense of history among Columbia residents and promote Columbia as a destination for heritage tourism.	1.1; 1.3	Long-Range
Revise the Historic District Design Guidelines and Historic Zoning Commission review process to be more efficient and predictable for businesses and property owners.	1.3; 3.3	Immediate
Revise the Zoning Ordinance and Historic Zoning Commission review process to protect historic structures (i.e., constructed before 1945) outside the designated historic districts.	1.1; 1.3	Immediate
Evaluate the creation of a locally-designated historic district for the East 8th Street commercial area.	1.3	Immediate
Collaborate with the Maury Alliance to involve small business and entrepreneurs in continuously identifying improvements to the Zoning Ordinance and other land development regulations which recruit and retain businesses that add to Columbia's unique <i>flavor</i> .	2.3; 3.1	Long-Range

Proposed Action	Related Objective	Priority for Implementation
Proactively accelerate code enforcement.	1.1; 2.3	Mid-Range
Enact programs to aid the repair or removal of dilapidated properties and assist property owners to eliminate non-conforming and inconsistent uses.	1.1; 2.3	Mid-Range
Coordinate the City's regular strategic planning with relevant implementation activities of Connect Columbia.	3.3	Long-Range
Identify opportunities to expand recreational access to the Duck River.	4.2	Long-Range
Revise the Zoning Ordinance to include hillside protection regulations. Provide incentives to protect scenic views and landscapes.	1.2	Mid-Range
Evaluate the feasibility of adding Transfer of Development Rights (TDR) with reciprocal conservation easements to preserve hillsides, vulnerable areas, and historically significant structures to allow development in more appropriate locations.	1.2; 1.3	Mid-Range
Amend the Zoning Ordinance to reflect the parking management practices identified in the Land Use Plan.	2.2; 3.1	Immediate

Proposed Action	Related Objective	Priority for Implementation
Coordinate with Maury County and adjacent municipalities to cooperatively preserve and protect natural areas and rural lands while encouraging efficient transportation corridors and infill development. Establish regular staff-level collaboration among the jurisdictions.	1.2; 2.4; 2.3; 2.5	Long-Range
Evaluate the feasibility of participating in the Tennessee Property Tax Freeze program for low-income seniors in order to prevent displacement of vulnerable long-term residents as Columbia grows and property values increase.	2.5	Immediate
Develop a regular staff-level data-driven process of interlocal cooperation to identify needed facilities and programs; develop interlocal strategies to provide needed facilities and programs concurrent with growth.	1.1; 4.3; 2.4	Long-Range
Per the Areas of Change Map, adopt evaluative criteria for all rezoning, Planned Unit Development approval, site development plan approval, and comprehensive plan amendment requests which sustain the established land use pattern and protects the character of existing neighborhoods in a manner that is consistent with Connect Columbia, applicable subarea plans, and other policies of the City.	1.2; 1.3	Mid-Range

Plan Amendments

Connect Columbia is intended to be a dynamic planning document. The plan responds to changing needs and conditions over time. The full benefit of the plan can only be realized by maintaining it as a vital, up-to-date document. As changes occur and new challenges and opportunities emerge, the community should revise Connect Columbia. In this way, the plan will remain current and effective for directing the physical development of Columbia.

Plan amendments should be made after thorough analysis of immediate needs, as well as consideration for the long-term effects of proposed amendments. City staff, the Columbia Municipal Planning Commission, and the City Council should consider each proposed amendment carefully to determine whether or not it is consistent with the plan's intent and whether it will be beneficial for the long-term health and vitality of Columbia.

Annual and Quinquennial Review & Update

Formal review and update of Connect Columbia should occur each year. In addition to periodic annual review, the plan should undergo a thorough review and update every five years. The next quinquennial review should occur in 2028. The review and update process should begin with the creation of a steering committee similar to the volunteer committees appointed in 2017 and 2023. Specific input on major changes should be sought from various groups, including property owners, neighborhood groups, civic leaders, developers, business owners, and other citizens and individuals who express an interest in the long-term growth and development of Columbia.





CONNECT COLUMBIA

Land Use Plan: A Guide for Orderly & Beneficial Growth

Future Growth Policies

The following policies form the rational basis for the land use regulations which implement Connect Columbia, including the City of Columbia Zoning Ordinance. All development review actions of the City shall be consistent with the policies and principles identified in this Connect Columbia Land Use Plan. State law establishes the legal framework for controlling land use; these policies specify local preferences within the scope of the City's regulatory authority.

Annexation shall provide for orderly physical expansion of the City. The character and intensity of development in newly annexed territory shall be consistent with the property's corresponding Future Land Use classification. The Future Land Use Map and the Future Land Use Character Area Matrix provides the most appropriate zoning for newly annexed land.

Compatibility safeguards established land use patterns and provides for appropriate transitions between uses of varying character and intensity. Development review procedures shall consider the relationships that exist between land uses and mitigate the adverse impacts of new land uses upon established uses.

Consistency shall be the determinative criterion for all zoning map amendments. All zoning map amendments shall be consistent with the future land use map and the Future Land Use Character Area Matrix.

Concurrency ensures that Columbia does not outgrow its capacity to provide services. The City shall not annex any new territory into the corporate limits of Columbia without a plan for the expansion of urban services concurrent with development. Similarly, the future land use map shall not be amended and land shall not be rezoned without a plan for concurrent urban services sufficient for the intensity of development permitted by the Zoning Ordinance for the proposed zoning designation.

STATE GROWTH POLICY: UNDER THE LEGAL FRAMEWORK SET FORTH IN THE TENNESSEE CODE ANNOTATED TITLE 13 CHAPTER 4 PART 2, THIS FUTURE LAND USE PLAN IS GUIDES COORDINATED, ADJUSTED, AND HARMONIOUS DEVELOPMENT OF THE CITY OF COLUMBIA, WHICH WILL, IN ACCORDANCE WITH EXISTING AND FUTURE NEEDS, BEST PROMOTE PUBLIC HEALTH, SAFETY, MORALS, ORDER, CONVENIENCE, PROSPERITY, AND THE GENERAL WELFARE. THE PLAN IS PRESENTED TO IDENTIFY AREAS WHERE ORDERLY GROWTH IS APPROPRIATE, DUE TO THE PRESENCE OF EXISTING INFRASTRUCTURE OR THE LOGICAL EXTENSION THEREOF, BUT ALSO THOSE AREAS WHERE GROWTH IS INAPPROPRIATE.

Areas of Change Policy

Areas of Change Policy

Connect Columbia organizes the area within the corporate limits of Columbia, and the larger UGB, into a three classifications based on the anticipated and desired degree of change. These designations reflect the community's preferences for growth. They also correspond to the city's broader policies of economic development, social improvement, and delivery of urban services. The designations described below and depicted on the Areas of Change Map align land use regulations and the development review process with established market trends and proactive policies of the city to invest in Columbia neighborhoods.

Protect (Minimal Change) Areas that are not expected (or do not desire) to experience significant change in character. Occasional new or infill development within these areas may enhance quality of place and improve connectivity and transportation options. However, the land use pattern is established and major changes or intense development should provide clear public benefits. Review processes should emphasize compatibility and adequacy of municipal services.

Facilitate (Market-Driven Change) Established neighborhoods and commercial areas that have or could experience continued investments to improve quality of place. These areas benefit from existing municipal services and enhancement projects to improve walkability, create a sense of place, and enhanced connectivity. Change in these areas is market-driven. New and infill development should maintain or improve the level of service for municipal services. City policies facilitate change through a process of public deliberation and high standards for the built environment.

Activate (Proactive Change) Areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community.



Implementing the Areas of Change Policy

Decision making bodies shall begin all land use decisions with reference to the Areas of Change Map and areas of change policy. The areas of change map was part of the 2017 version of Connect Columbia. The 2023 Connect Columbia Steering Team recommended revisions to the policy in order to provide more succinct direction to decision makers during the development review process. The policy provides greater predictability for all stake holders and clarifies the community's preferences regarding the pace of change in different parts of the Columbia.

The areas of change policy ensures that the character of the area surrounding property under review is considered during the development review process. The policy also considers the place-based policies of the city including historic preservation, economic development, and service delivery. The policy does not determine the particular outcome of any request for development approval. It does establish the community's expectations for change over time and directs the place-based actions of City staff and decision makers.



Future Land Use Plan

Future Land Use Character Areas

This section provides the Future Land Use Plan and Policies for development and redevelopment throughout the City of Columbia. To achieve the vision of the Connect Columbia, the Future Land Use Plan organizes Columbia and its UGB into Future Land Use Character Areas. Each Character Area is implemented through Character Districts and Special Districts of the Zoning Ordinance. The City Council periodically updates the Zoning Ordinance upon the recommendation of the Columbia Municipal Planning Commission in order to better implement the Future Land Use Character Areas. All changes to the Official Zoning Map, the text of the Zoning Ordinance, and other land use regulations must be consistent with the character area matrix. Character area features are described below.

Each Character Area is organized into a matrix to guide land use policy decisions throughout the City and, as annexation occurs, within the Urban Growth Boundary. The Character Area Matrix corresponds to the Future Development Map and provides a geographic depiction of the Character Areas. The Matrix and Map are designed to be used in tandem.

Character & Intent The matrix describes the intent of each future land use character area. The statement of character and intent describes the functional and aesthetic qualities of the area in the context of Columbia as a whole. The matrix indicates the degree of connectivity and continuity which should guide the arrangement of private property and public rights of way. The matrix also guides investment in infrastructure and community amenities.

Land Use Considerations The character area matrix lists the appropriate type and intensity of land uses.

Form & Pattern The desired physical characteristics of each future land use character area are described in the matrix. This section informs the adoption and revision of implementing standards in the zoning ordinance and other regulations. The vision established here informs bulk and design standards, the delineation of public and private spaces, and the scale of development. This section also describes the City's policy for regulating parking and providing adequate terminal capacity for the private automobile transportation system.

Implementation The matrix describes zoning districts which are consistent with each future land use character area. It also indicates the overall density and mix of open spaces appropriate for the character area.

City Center & Urban Village Future Land Use Character Area

Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia’s iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia’s emerging neighborhoods. Each development parcel should add to Columbia’s existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents’ daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia’s core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

Form & Pattern

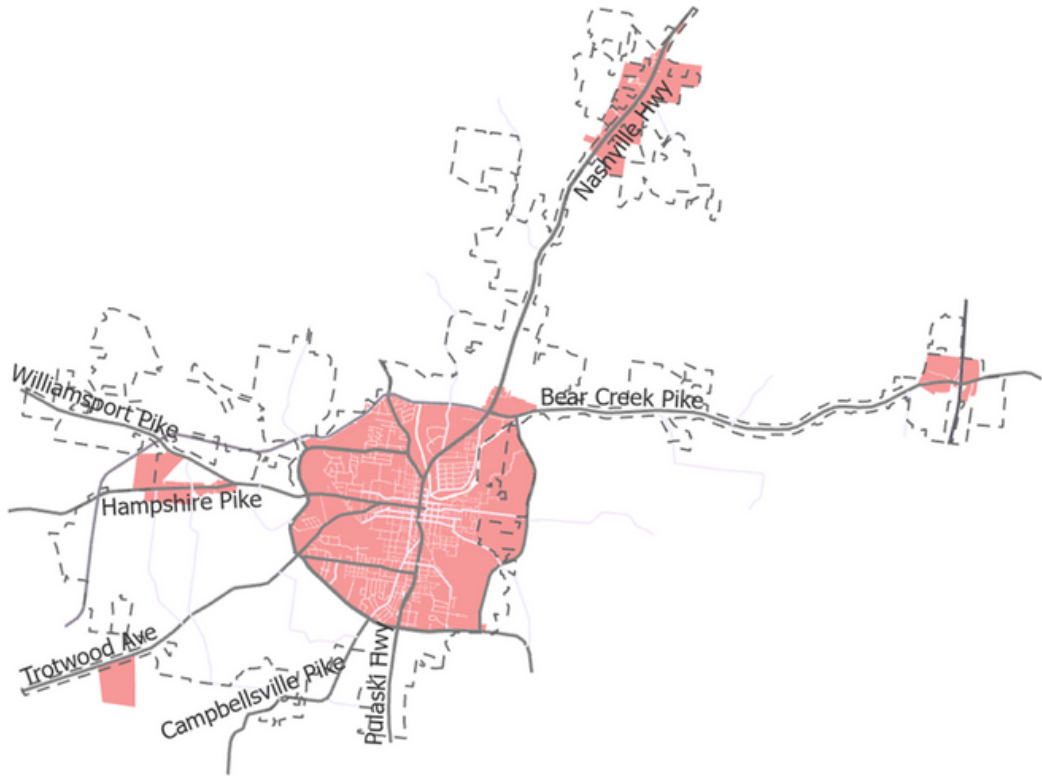
The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms though the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

Implementing Districts

- Neighborhood CD-3 (Only where compatible with established pattern)
- General Urban CD-4
- Urban Center CD-5
- General Urban-Corridor CD-4C (only along Arterial roadways)
- Urban Center – Corridor CD-5C (only along Arterial roadways)*
- Mixed Use PUD PUD-MU
- Civic CV

Implementing Standards

- General Development Pattern: Mixed Uses & Isolated Uses
- Density (density unites per ace): ≥ 12 du/ac
- Building Height: 1-5 stories
- Open Space Elements: Civic Spaces, Parks & Greenways



Suburban Neighborhoods

Character & Intent

The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents’ retail needs and provide a wider range of housing options. Each development parcel should add to Columbia’s existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as whole. The density and intensity of residential development increases in proximity to areas under the CCUV future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools.

Land Use Considerations

The primary land use is low-density detached housing. Along arterial roadways, primary uses may include offices, retail, and all forms of medium-density housing. Secondary land uses include accessory dwellings, two-family homes, civic uses, institutional uses, schools, religious facilities, utility facilities, parks and open space. New industrial and warehouse uses are inappropriate.



Form & Pattern

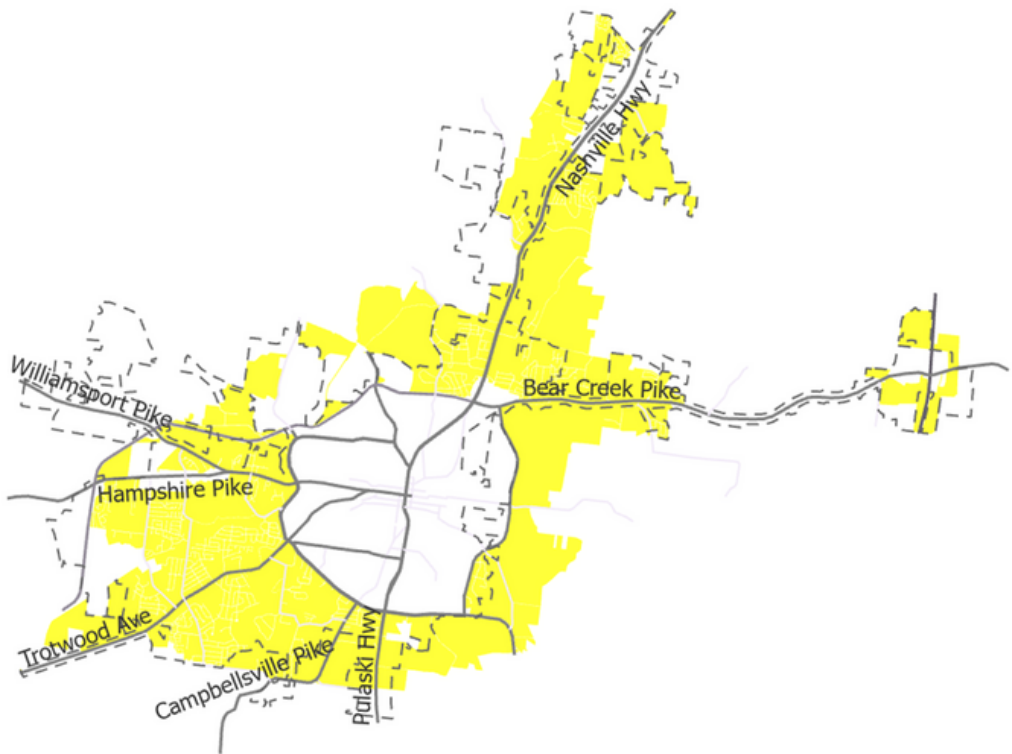
The SN future land use area is characterized by the organization of the built environment to extend a succession of large-lot neighborhoods and compact walkable neighborhoods. Development parcels extend established neighborhood patterns. Leap-frogging development is inappropriate. The SN future land use is distinguished from RT in the organization of lots and thoroughfares to form blocks. Physically separated developments which do not extend established block formation and roadway networks are inappropriate. The density of streets and blocks increases with proximity to CCUV and community anchors. Implementing bulk and design standards loosely delimit the public and domestic realms though the application of layers and front-to-back discipline of lots. Along arterial roadways, commercial corridors of varying intensities emerge over time with a high-quality built environment typified by a mix of building types and a balance between automobile-oriented and pedestrian-oriented design. The physical intensity of development along arterial corridors varies based on the surrounding residential density and the roadway’s place in the transportation network. New development should accompany concurrent extension of complete urban services. Parking is provided on-site by private land users, supplemented by on-street spaces.

Implementing Districts

- Neighborhood-Large Lot CD-3L
- Neighborhood CD-3
- General Urban-Corridor CD-4C (only along Arterial roadways)
- Manufactured Home Park SD-MHP
- Residential PUD PUD-R
- Mixed Use PUD PUD-MU
- Civic CV

Implementing Standards

- General Development Pattern: Mixed Uses & Isolated Uses
- Density (density unites per ace): 4 - 24 du/ac
- Building Height: 1 - 4 stories
- Open Space Elements: Civic Spaces, Parks & Greenways



Rural Transition

Character & Intent

The Rural Transition (RT) future land use classification is comprised of unincorporated areas within Columbia's UGB as well as areas of low-intensity development. The area is characterized by very low-density residential neighborhoods, large-lot semi-rural estates, open spaces, and legacy agricultural operations. The intent of the RT future land use classification is to create and maintain a discernable transition between agricultural uses in unincorporated Maury County and the suburban areas within Columbia.

Future development is limited and emphasizes the preservation of agricultural uses, open spaces, and the semi-rural character of areas adjacent to the city. Natural and scenic features, such as rolling hills, rivers, rock outcroppings, and historic homes should be preserved.



Land Use Considerations

The primary land use is very low-density detached housing. Secondary land uses include accessory dwellings, low-intensity agricultural operations, utility facilities, civic spaces, parks, and open space. New mixed-use, medium-density residential, commercial, industrial and warehouse uses are inappropriate

Form & Pattern

The RT future land use area is characterized by single-family detached residential areas and legacy agricultural operations. Implementing bulk and design standards prescribe large lots with very deep setbacks. In contrast to other areas, site and design requirements are minimal. Public frontages are insignificant and the delineation of public and private space is imprecise. Lots and roadways generally do not form blocks; however, large blocks become discernable in proximity to areas under other land use classifications. Complete urban services may not be available. Annexations and rezonings are inappropriate without concurrent extensions of urban services. Private land users provide their own parking.

Implementing Districts

Rural Character District CD-2
Civic CV

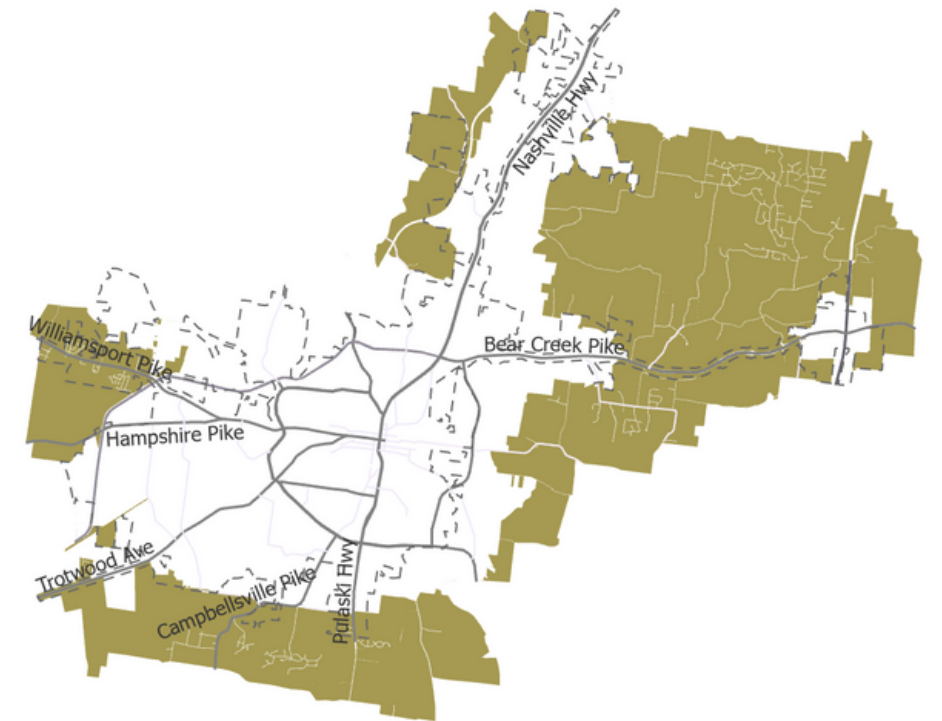
Implementing Standards

General Development Pattern: Isolated Uses

Density (density units per acre): 1 du/ac

Building Height: 1-3 stories

Open Space Elements: Parks & Greenways, Occasional Civic Spaces, Private Yards



Hillsides & Natural Spaces

Character & Intent

The Hillsides & Natural Spaces (HNS) future land use classification is comprised of visually impactful and environmentally sensitive areas within Columbia’s UGB. The area is characterized by parks, civic spaces, open spaces, and legacy agricultural operations. The intent of the HNS future land use classification is to protect riparian areas, hillsides with elevations greater than 775 feet, and other sensitive lands. Natural and scenic features, such as rolling hills, rivers, rock outcroppings, and historic homes should be preserved.



Land Use Considerations

Primary land uses are civic uses, conservation, and utility facilities. Secondary land uses include agricultural uses and very-low-density housing.

Form & Pattern

Development within the HNS future land use classification is limited and should emphasize the preservation of natural and scenic features. Legacy agricultural sites may be preserved but not expanded. Existing extractive operations will gradually phase out and cease. Future development is limited to park spaces, civic uses, and occasional detached single-family homes. Rolling hills, waterways, floodplains, historic rock outcroppings, and tree cover should be preserved. New development should provide benefits to the general public in the form of preservation, storm water facilities, communications infrastructure, municipal services, or increased access to natural and recreational amenities. Complete urban services may not be available. Where parking is necessary, it is provided on-site and designed to be minimally impactful

Implementing Districts

- Rural Character District CD-2
- Civic CV
- Residential PUD PUD-R

Implementing Standards

- General Development Pattern: Isolated Uses
- Density (density unites per ace): 1 du/ac
- Building Height: Residential: 3 stories
- Other Uses: N/A
- Open Space Elements: Parks & Greenways



Technology & Employment Centers

Character & Intent

The Technology & Employment Centers (TEC) future land use classification accommodates a wide range of specialized uses which provide employment opportunities and economic vitality to Columbia. New development must conform to performance criteria. Site standards are unique to each use case. Identifiable negative externalities are reduced through implementing regulations.



Land Use Considerations

Primary land uses include light and heavy industrial uses as well as research facilities, utilities facilities, materials processing, flex space, warehouses, storage and other similar uses. Secondary land uses include appropriate medium-density housing types, civic and institutional uses, parks, and open space. New detached housing is inappropriate.

Form & Pattern

The TEC future land use area is characterized by unique sties, each designed to accommodate a specific use. Implementing bulk and design standards impose few standards. In contrast to other areas, site and design requirements are minimal. Structures are functional and flexible. Non-industrial uses incorporate the standards applicable under other future land use classifications. New development should accompany concurrent extension of complete urban services. Parking is generally provided on-site by private land users.

Implementing Districts

- Light Industrial SD-LI
- Heavy Industrial SD-HI
- Heavy Interstate SD-INT
- Mixed Use PUD PUD-MU

Implementing Standards

- General Development Pattern: Isolated Uses
- Density (density unites per ace): ≥ 12 du/ac
- Building Height: Varies



Special Area Plans

Special Areas Identified for Targeted Planning Efforts

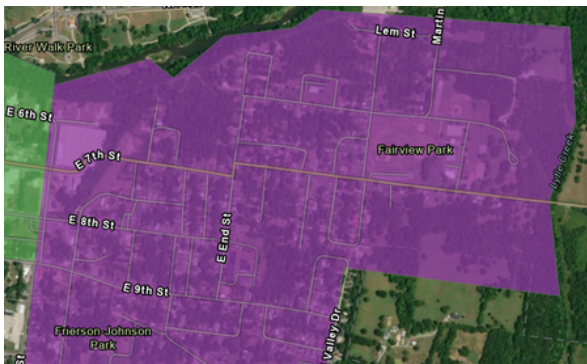
Special area designations recognize areas within Columbia and its UGB that the community has identified as appropriate for targeted planning efforts. Each special area has a unique character and a sense of place. Over time, the City will develop or revise small area master plans for each special area. Some special areas warrant detailed master plans, others need only targeted policy solutions to address specific problems or opportunities. Small area master plans are adopted as amendments to the Land Use Plan and, when in conflict, supersede the recommendations of the Land Use Plan. Small area plans provide more detailed policies and implementation steps than the Land Use Plan. The recommendations of master plans adopted by amendment as part of Connect Columbia will be implemented through incremental revisions to the Zoning Ordinance and other regulations impacting the built environment.





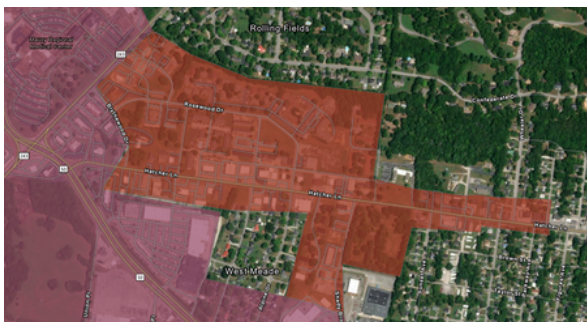
College Gateway (Hampshire Pike)

The intent of the special area is to establish a mixed use anchor that enhances the gateway into Columbia on Hampshire Pike within the vicinity of Columbia State Community College. From its beginning in 1967, Columbia State Community college has had little to no student and faculty-serving commercial activity in the vicinity of its campus. This includes opportunities for dining, recreation, and retail. This policy effort would be to create a node that allows for uses that serve the college in the nearby vicinity of the college and enhances the eastern gateway of Columbia along Hampshire Pike.



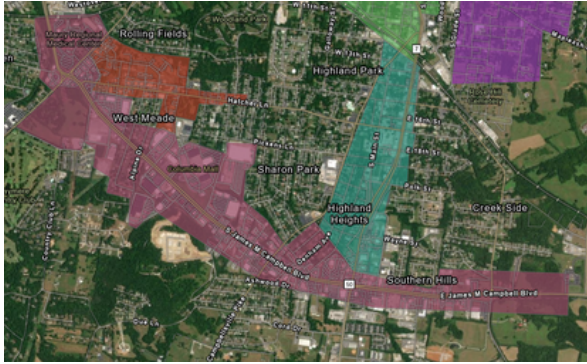
East Columbia

The intent of the special area is to coordinate public and private investments in East Columbia. The goals of any new subarea master plan should include historic preservation and community-oriented improvements that benefit the existing residents of East Columbia.



Hatcher Village

The intent of the special area is to foster the transformation of the existing Hatcher Lane corridor into a vibrant mixed-use urban village through enhanced access, design, and form. Each development parcel should add to Columbia's existing sense of place and extend the established form and pattern to create a more interconnected community. This special area extends from S Main Street to James M. Campbell Blvd. This corridor currently consists of primarily medical related office uses with retail. In addition, single-site multi-family with connected single-family neighborhoods are adjacent to the corridor.



South James Campbell Boulevard

The intent of the special area is to update the Boulevard 2050 Plan and provide additional implementing design standards, as well as increased regulatory flexibility. The James Campbell special area is a retail and commercial engine for the City of Columbia. This area includes the former Columbia Mall site, many restaurants, and commercial establishments. It also encompasses established residential neighborhoods. The Boulevard 2050 Plan set forth an ambitious goal for reimagining this corridor. This Special Area looks to update and compliment that ambition vision, with a realistic look at the near and mid-term development and redevelopment of this area.



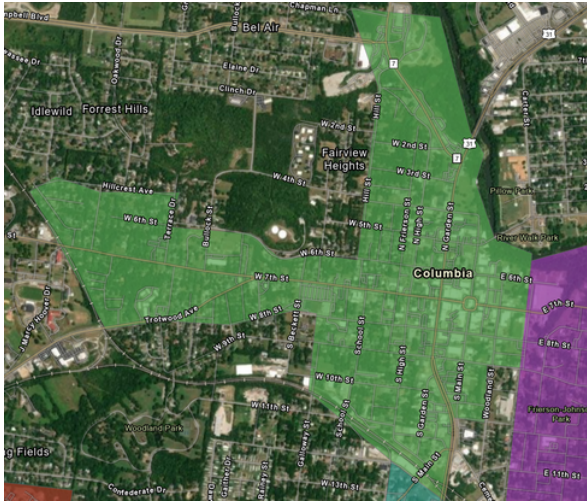
Neopolis

The Neapolis special area is transforming as a result of recent growth. The area includes many new residential subdivisions and some mixed-use development. The purpose of the special area is to promote a mixture of uses, especially appropriately scaled commercial development. The general development pattern should reflect a medium-to-high level of density and intensity.



South Corridor

The intent of South Corridor special area is to enhance the existing Carmack Boulevard Corridor. As a primary southern gateway into Columbia, Carmack Blvd serves as an arterial roadway with uses that also serve adjacent nearby neighborhoods. The area also includes the properties around South Main Street and Highland Avenue.



CHADS (Commerce History & Arts Districts)

The intent of this special area is to recognize the existing regulatory and planning designations in the historic core of the city. The overlapping and interconnected designations of Downtown, the Arts District, the five historic districts, and the emerging North Hill shopping area calls for context-sensitive planning efforts which balance competing interests and leverage the Columbia's district sense of place. The goals and objectives of any associated master plans should include 1) protecting the historic character of Columbia; 2) foster entrepreneurship and create space for local business of all sizes; and 3) create the most remarkable built-environment in Middle Tennessee.



Interstate Gateway

This area has historically served to support convenience businesses near exit 46 with fast food, fuel convenience centers, and hotel uses. In more recent times this area has developed into denser residential communities with townhomes, multi-family, and single-family homes extending out from the peripheral areas of Columbia's interstate exit. The goal of the special area is to create a sense of place and provide a high quality urban node which better reflects the dynamic charm of Columbia.



Riverside

The Riverside neighborhood is a unique part of Columbia's core. Riverside contains a mix of residential and commercial uses as well as civic institutions. Riverwalk park, one of the City's premier public greenspaces, is located in the area. The architecture is eclectic. A large portion of the neighborhood is located in areas of flood hazard. The purpose of the special area is to facilitate commercial infill development and infrastructure improvement on the perimeter of Riverside, preserve the unique character of its residential streets, and reduce the risk of property loss from flooding.



CONNECT COLUMBIA

Transportation Plan: A Roadmap for Long-Term Mobility

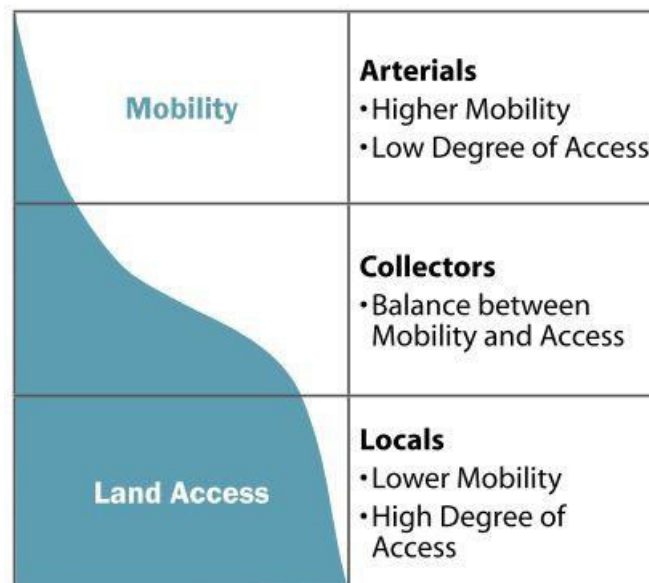
Chapter 1: Existing Conditions

1.1 Roadway Functional Classification

For planning purposes, roads are often designated in terms of their functional classification, which is based on the character of transportation service they are intended to provide. **Map 1** shows the classification of roadways, currently, within the City of Columbia.

Categories typically include interstate, principal and minor arterials, collectors, and local roads. As one moves up the hierarchy from local to collector to arterial to Interstate, speeds generally increase and there is a corresponding decrease in access provided to adjoining properties. (It is important to manage the number of access point on higher-speed roads, as discussed later in this chapter.)

Figure 1: Functional Classification's Relationship to Mobility and Access



(Source: *Safety Effectiveness of Highway Design Features: Volume I, Access Control*, FHWA, 1992)

Interstates And Freeways

Interstates and Freeways are limited access divided highways with grade separated junctions, and without traffic lights or stop signs. Providing drivers with mobility is the highest priority on this type of facility, with access provided only at interchanges spaced at least 1 to 2 miles apart. Interstate 65 runs north-south at the far eastern edge of the Columbia study area, linking the city to the metropolitan Nashville and Huntsville/Birmingham, AL regions and beyond.

Not all freeways in the area are part of the Interstate system. SR 396 (Saturn Parkway), just outside Columbia's growth boundary, provides limited access, free flow travel between I-65 and US 31. Within Columbia, some sections of US 43 are also classified as freeway, although the mobility and safety benefits are somewhat compromised by being intermingled with sections that are not limited access.

Principal Arterials

The principal arterial system serves major centers of activity, the highest traffic volume corridors, and the longest trip destinations. Prior to the Interstate system, these roads functioned as the primary routes for long-distance travel and therefore emphasize mobility rather than access. They still carry a substantial percentage of trips entering and leaving the urban area, including thru-movements. These roads link to the interstates and freeways. In 2012, Congress passed federal legislation which also made all principal arterials part of the National Highway System.

Principal arterials in Columbia include the major U.S. highways radiating from downtown:

- ☐ US 31 (Nashville Highway and Pulaski Highway)
- ☐ US 412 (Bear Creek Pike and Hampshire Pike)
- ☐ New Highway 7
- ☐ West, South, and East James Campbell Boulevard (SR 50)
- ☐ Campbellsville Pike

Minor Arterials

Compared to principal arterials, minor arterials are intended for trips of more moderate length and serve smaller geographic areas. They supplement and link to the principal arterial system and provide connections within a community.

Examples of minor arterials in Columbia include:

- ☐ North James Campbell Boulevard
- ☐ Santa Fe Pike
- ☐ West 7th Avenue
- ☐ Trotwood Avenue
- ☐ Campbellsville Pike
- ☐ Tom Hitch Parkway

Collectors

The collector street system provides both access to land and traffic circulation within residential neighborhoods, commercial and industrial areas. Unlike arterial roads, it is common for collector roads to pass through residential neighborhoods to “collect” traffic from local neighborhood streets and channel it into the arterial system. In the central business district and other areas of similar development and traffic density, the collector system may include a street grid used for traffic circulation.

Examples of collectors in the Columbia area include:

- ☐ Iron Bridge Road
- ☐ Maplesh Avenue
- ☐ Mooresville Pike
- ☐ Cayce Lane
- ☐ Sunnyside Lane
- ☐ Rutherford Lane
- ☐ Baker Rd
- ☐ Lion Parkway
- ☐ Theta Pike



Local Street System

The local street system is made up of all other facilities not classified as one of the categories described above. Local streets' primary function is to provide direct access to properties, and they are not intended for high speeds or heavy traffic volumes.

Table 1 shows the percentage of roadway mileage in Columbia that is classified for each function. The percentage of road-miles that fall into each category is generally consistent with federal guidelines, indicating a fairly well distributed system. As discussed elsewhere in this chapter, it is important for the city to continue establishing an adequate number collector routes as new areas are developed, as opposed to having many local streets connect directly to arterial highways.

Table 1: City Road Mileage by Functional Classification

Classification	Miles
Interstate/Expressway	1%
Arterial	15%
Collector	9%
Local	75%

1.2 Existing Traffic Volumes

Current levels of traffic in the Columbia study area generally follow the principles outlined above, with higher traffic volumes on roads that are classified for thru-traffic and higher operating speeds.

TDOT provides a mapping utility which shows the annual average daily traffic. As shown, the section of Nashville Highway between Carters Creek Pike and Bear Creek Pike is the most heavily-used route in the city, with daily volumes on the scale of those carried by I-65. Other busy routes include the US Highway 43 Bypass, N. Garden Street, S. James Campbell Boulevard in the mall area and the adjacent section of Trotwood Avenue, and Nashville Highway north of Carters Creek Pike.

1.3 Roadway Level of Service

Level of service, or LOS, is a term used to describe how well traffic flows along a given roadway. It is presented in terms of grades A through F, similar to a school report card, where A is the best possible traffic flow and F represents the worst conditions. Figure 2 shows graphically how the level of service changes as the number of cars on the road increases. In urban areas, LOS D is typically considered to be the minimum acceptable level of service.

In order to determine the LOS of the roadway, a comparison is first made between assigned daily traffic volumes and the capacity of the facility to calculate its volume-to-capacity (V/C) ratio. A roadway's capacity is based on its functional classification, number of lanes, posted speed limit, percent of truck traffic and geometric characteristics.

Existing levels of service were calculated using the base year of the Nashville Area MPO's regional travel demand model, which is calibrated to actual traffic counts.

Existing Level of Service

Generally current travel conditions are at an acceptable level for most of the city and surrounding area. There are specific segments and intersections that operate at levels of service of E or less. This includes two sections of Trotwood Avenue outside the James Campbell Boulevard loop: between Country Club Lane and Robinson Road, and between Cayce and Rutherford Lanes. Level of service is also degrading on Hampshire Pike near Lion Parkway. This section provides access to three school campuses and is also just east of the point at which traffic feeds into the corridor from Williamsport Pike. Nashville Highway is also experiencing a decrease in service.

Figure 2: Illustration of Roadway Level of Service



1.4 Roadway Connectivity

After decades of approving subdivisions filled with cul-de-sacs feeding onto one or two collector roads, most city planners have recognized there is value in having a larger percentage of roads interconnected as part of a system. There are multiple benefits to a more interconnected grid. Safety and Security.

Those whose job is to respond to emergencies often call for more network “redundancy,” i.e. having more than one path between two points. If one route becomes impassable because of a downed tree, flooding, a car wreck or other incident, it is still possible for residents to leave the area and for emergency officials to get into the area to provide resources and assistance. Distribution of Traffic

When drivers have multiple options to get to their destination, there are usually fewer vehicles on any one particular route. The community can use more of its publicly-funded road system to meet travel demand, instead of having one highly congested road and many other streets that are only used once or twice a day. This is considered to be the advantage of a more grid-like road network. The concept of a street hierarchy is still important, however. Even with a grid, it may be desirable to use roadway design to differentiate streets for heavier travel to alleviate concerns about excessive cut-through traffic in residential areas.

Friendlier for Walking and Biking

Increased street connectivity can also increase people's willingness to walk, bicycle or use transit instead of taking a car for certain types of trips. Shorter distances between intersections (block lengths) allow people to make a turn without having to walk long distances to reach the next public road or cut across private property. The effect can be understood by comparing the length of a particular walking trip versus the distance it would take "as the crow flies."

1.5 Current City Regulations Regarding Connectivity

Columbia's Engineering Standards and Specifications (ESS), Zoning Ordinance, and Access Management Ordinance contain a number of provisions to encourage and require roadway connectivity. Cul-de-sacs are discouraged or not permitted and connections to adjoining properties are required in most cases.

1.6 Evaluation of Roadway Connectivity for Arterials and Collectors

The quality of connectivity in Columbia's major road network is relatively good, likely due in part to the attention given to the issue in city regulations, as well as favorable topography and the city's long history as a regional center of commerce. The radial nature of the city's major roads, combined with the loop formed by James Campbell Boulevard and Tom J. Hitch Parkway, provides multiple routes to travel through and within the urban area.

At the arterial level, there are two areas in which the city may wish to explore additional connections to help control future congestion, particularly along Nashville Highway. US 31 north of the city carries regional traffic between I-65 and US 43. It may also be considered to be a more direct route between I-65 and US 412, west of the city, than using the US 412/Bear Creek interchange. As population continues to grow in Spring Hill and the northern portions of Columbia, this thru-traffic combined with increasing local activity will result in greater delays on Nashville Highway.

This also underscores the importance of maintaining a strong network of collector streets. Recent growth in the areas west and southwest of downtown has been shaped by regulations to increase local street connectivity, and the availability of James Campbell Boulevard allows traffic to move among the major and minor arterial routes that radiate from the downtown area. However, growth in the north and east portions of Columbia's growth area is less connected. Local drivers currently have few options to make north-south movements without using US 31. Similarly, as growth occurs along Bear Creek Pike east toward I-65, those who live and work on the north side of the highway would benefit from good connections to Baker Road and Center Star Road to move east-west without having to use Bear Creek Pike.

Improving certain roads, even those outside Columbia's growth boundary, could be important to buffer the effects that fast-developing areas will have on Nashville Highway and Bear Creek Pike. Greens Mill Road and Clara Mathis Road are examples where rural route upgrades could provide outlets for new development in Columbia to flow more smoothly to and from adjoining parts of the region.

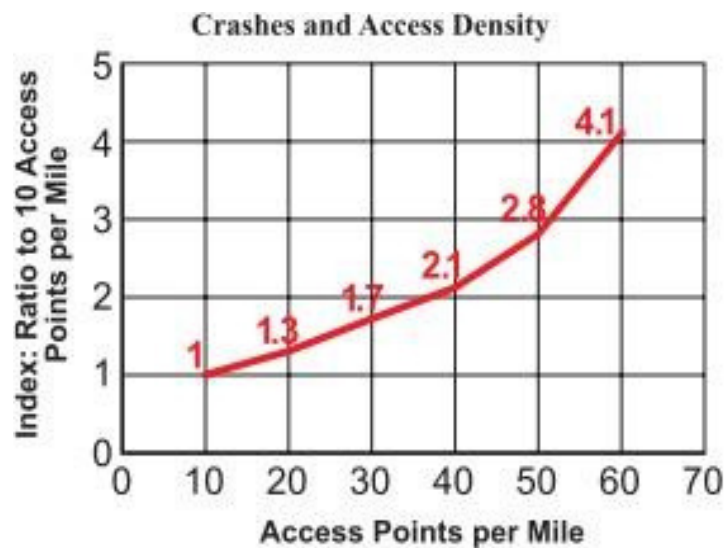
1.7 Roadway Access Management

As noted earlier in this chapter, roads are classified according to their function. The primary purpose of low-speed roads is to provide property access, whereas higher-speed roadways provide few access points because their primary purpose is to carry thru-traffic. On higher-speed roads, therefore, there should be fewer driveways overall.

Properly matching roadway access policies to the community's functional classification plan greatly enhances transportation system efficiency and yields a number of other benefits.

Driveway management on arterial routes can result in considerable operational improvement, allowing traffic speeds to improve as much as 15 to 20 miles per hour. As shown in Figure 3, there is also a significant safety benefit. Statistics indicate that an arterial road with 10 driveways per mile has 30-percent fewer crashes than a similar road that has 20 driveways per mile. FHWA reports that more than 70-percent of crashes at access points involve left-turning vehicles.

Figure 3: Crashes and Access Density



Source: Transportation Research Board's Access Management Manual (2003)

Environmental Benefits

Studies that measure real-time vehicle emissions have found that vehicles emit more tailpipe pollutants in stop and go traffic. A clear relationship has been found between emissions and the number of access points on the road being driven. Although Maury County was not included in the part of the Nashville region that was previously designated for not meeting EPA's air quality standards, rapid growth of the metropolitan area means higher traffic volumes in Maury County and potential air quality problems in the future. It is important to manage traffic to avoid such conditions.

1.8 Current Access Management Policies

Access to roads in the Columbia area is governed by policies at both the state and local level.

State Policies

In 2015, TDOT issued the *Manual for Constructing Driveway Entrances on State Highways*. State legislation was enacted in 1955 that established a permitting process for driveways, along with a handbook to regulate their location, design and construction. The new manual represents a comprehensive revision of the state's driveway regulations, which had not been updated since the late 1970s.

The requirements of this manual apply to all state routes, including those within the City of Columbia. Local governments may adopt their own standards, but they may not be less stringent than the state's. Although the TDOT manual deals with many aspects of driveway permitting, there are two relevant standards here: (1) how close a driveway can be to a public intersection, and (2) where median openings are permitted.

On Nashville Highway (US 31/SR 6) and other divided highways owned by the state, TDOT also manages safety and traffic flow by limiting the number of median openings. The 2015 driveway manual states that median openings are allowed at the intersection of most public roads. Beyond that, median openings are created only for the purpose of U-turns, and should be uniformly spaced. For urban areas, the state policy recommends that median openings be spaced 660 feet apart (about an eighth of a mile).

Local Policies

The Access Management Ordinance is the city regulation that primarily addresses access specific topics.

- ☐ Number of access points
- ☐ Cross connectivity with adjoining parcels
- ☐ Location and placement of access points
- ☐ Corner Clearance (distance from a public intersection)
- ☐ Access spacing
- ☐ Consolidation of access points
- ☐ Cross connectivity
- ☐ Auxiliary turn lanes
- ☐ Median and median openings
- ☐ Traffic signals and signal spacing
- ☐ Frontage roads

Additionally, the Traffic Impact Study Ordinance requires developments of certain sizes and impacts to provide a study to evaluate necessary improvements to mitigate impacts to the roadway network.

1.9 Current Access Conditions

The following major corridors were identified by the city to be evaluated in terms of current access management:

- ☐ Nashville Highway (US 31)
- ☐ Garden Street (SR 7, US 31 within downtown)
- ☐ Carmack Boulevard (US 31)
- ☐ Bear Creek Pike (SR 99, US 412)
- ☐ Campbellsville Pike (SR 245)
- ☐ West 7th Street (US 412 Business)
- ☐ Hampshire Pike (SR 99, US 412 Business)
- ☐ Pulaski Highway (SR 7)
- ☐ Trotwood Avenue (SR 243)

Access-related bottlenecks in urban areas most often occur because of driveways that are located too close to public intersections. Each major corridor was therefore reviewed to identify locations where existing driveways do not meet TDOT's intersection corner clearance requirements. The resulting locations are listed below in **Table 2**. These may be areas to consider reconfiguration of existing driveways, particularly if the City has identified recurring operational and/or safety problems at any of the sites.



Table 2: Intersections with Corner Clearance Issues

Corridor	Cross Street	Intersection Quadrant
Hampshire Pk	Rutherford Ln	SW
Hampshire Pk	Cayce Ln	SE
Hampshire Pk	Williamsport Pk	E, W
Hampshire Pk	Williamsport Pk	E
Hampshire Pk	Lion Pkwy	E
7th St	Trotwood Ave	W
7th St	High St	NW, SE
7th St	Garden St	NW
Garden St	8th St	SW
James Campbell Blvd	Hampshire Pk	NE
Hampshire Pk	James Campbell Blvd	SE
Garden St	4th St	SW, NW, SE
Garden St	8th St	NW
James Campbell Blvd	Garden St	S
James Campbell Blvd	Santa Fe Pk	NW
Nashville Hwy	Theta Pk	NW
Bear Creek Pk	Nashville Hwy	NE, SE
Nashville Hwy	Bear Creek Pk	NE
Nashville Hwy	43 Bypass	NW
Bear Creek Pk	Tom J Hitch Pkwy	W, E
Bear Creek Pk	I-65 Ramp	SE, SW, NW
Carmack Blvd	S Main St	SW
Carmack Blvd	15th St	All
Trotwood Av	James Campbell Blvd	NE
James Campbell Blvd	Trotwood Av	NE, SE
James Campbell Blvd	Highland	NE, NW
James Campbell Blvd	Campbellsville	SE, SW
Carmack Blvd	James Campbell Blvd	NE, NW
Pulaski Hwy	James Campbell Blvd	SE, SW
James Campbell Blvd	Tom J Hitch Pkwy	E
Trotwood Ave	Sunnyside Ln	NW

Each corridor was also evaluated to determine the driveway density per mile. This measure is often used by transportation planners and engineers to predict roadway operational effectiveness, applicable primarily for roadways that are intended to operate at speeds of 45 mph or greater.

As shown in **Map 2**, driveway densities are greatest along these corridor segments:

- Nashville Highway from Mangrum Drive to northern city limits
- Nashville Highway between E. Burt Drive and downtown
- James Campbell Boulevard between Pulaski Highway and Mooresville Pike
- All of Bear Creek Pike
- Hampshire Pike between US 43 and Zion Road (the western urban growth boundary)

Areas with high driveway density may warrant further review, focusing primarily on existing access points for higher volume traffic generators such as commercial and multi-family developments.

Locations With Operational and Safety Issues

A number of intersections and corridor segments were identified by City staff for investigation regarding safety, traffic flow, or both. The sites are listed below in **Table 3**. An analysis of recent crash data (the past three years available) was conducted at each location to determine the crash rate and to assess the types and severity of crashes. Field work was also performed to observe operations in the identified areas to help identify likely contributing factors and develop potential solutions. This analysis resulted in several recommendations to improve safety and operations at these key locations. The proposed improvements have been incorporated in the project tables contained in **Chapter 3**.

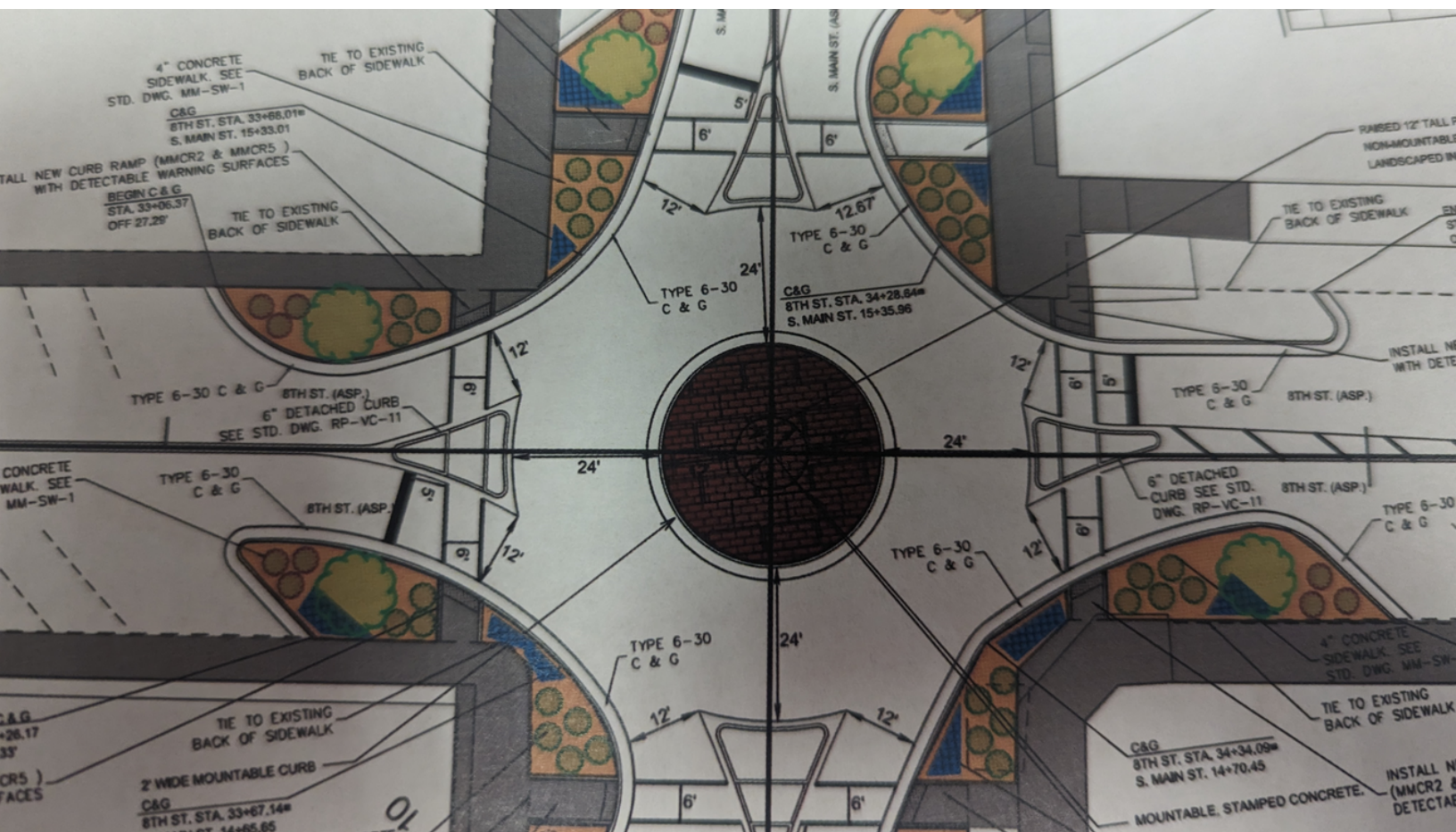


Table 3: Locations Investigated for Safety and Operational Issues

Route	Location
Nashville Hwy	at Bear Creek Pk
US 31	at W. 7th St
Trotwood Av	at Cayce Ln
James Campbell Blvd	at Hampshire Pk
James Campbell Blvd	at Industrial Park Rd
US Highway 43 Bypass	at Industrial Park Rd
US Highway 43 Bypass	at Theta Pk
Bear Creek Pk	at I-65
Nashville Hwy	at Baker Rd and Columbia Rock Rd
Nashville Hwy	at Cayer Ln
Nashville Hwy	at Carters Creek Pk
Hampshire Pk	at Williamsport Pk
US 31	at N. James Campbell Blvd
Carmack Blvd	at S. Main St
Nashville Hwy	at Theta Pk
James Campbell Blvd	at Lion Pkwy
E. James Campbell Blvd	at Mooresville Pk
Nashville Hwy	at Carter St
Hatcher Ln	James Campbell Blvd to Carmack Blvd
Trotwood Ave	Ridley Jewell Rd to Old Sunnyside Ln
Trotwood Ave	Graymere Manor Rd to James Campbell Blvd
James Campbell Blvd	Trotwood Ave to Pulaski Hwy
Nashville Hwy	River Rd to Kroger entrance
Nashville Hwy	N of Imperial Dr to Cayer Ln
Cayce Lane	S of Eskew Dr



Chapter 2: Future Conditions

2.1 Future Roadway Level of Service

Chapter 1 outlined the areas where Columbia's roadway system performance is currently falling below acceptable levels of service. This chapter projects how the transportation system will function by the year 2040 if no further improvements are made.

Methodology

As described in the **Chapter 1**, the Nashville Area MPO's regional travel demand model is the tool used to identify and analyze future roadway congestion problems.

The model divides the region into various "traffic analysis zones," each of which is assigned certain model inputs, most importantly population and employment projections. The model's outputs are an approximation of travel demand between zones—in other words, how many people are expected to travel between home, work or school, shopping, doctor's office, and other destinations.

Zones will generate varying levels of traffic based on the numbers of jobs and/or homes they contain. Future traffic projections are also affected by the types of development in a zone. For example, a major regional shopping center will attract several types of trips, including shoppers, the employees who work at the stores, trucks who bring in the food and goods that are sold there, and even the trucks that take away the trash.

Zones with high travel demand require roadways with higher capacity (and/or regular transit service). In zones where population or employment grows rapidly, it may be necessary to add new travel lanes, modify intersections, or add or extend new roads in order to meet the additional demand for travel. Through the use of the MPO's travel demand model, the City can predict which roadways will need capacity improvements, and how soon.

Population And Employment Growth

As described in the Population and Economy Technical Report, the Columbia area population is projected to grow by more than 50-percent by the year 2040.

Strong expansion of the Columbia area's employment base is also expected, with more than 15,000 additional jobs anticipated in and around the city by 2040.

The anticipated growth will generate additional traffic and, in some areas, will have noticeable impact on the roads that serve them, as discussed in the following section.

2.2 Projected 2040 Levels of Service (Without Improvements)

By the year 2040, assuming no major improvements are made, level of service is expected to degrade below LOS D on some of Columbia's major corridors.

Trotwood Avenue, already experiencing congestion just outside the James Campbell Boulevard loop, is projected to operate at or below LOS D for its entire length from James Campbell Boulevard to the city's urban growth boundary.

Nashville Highway is expected to operate at or below a LOS D.

Along Bear Creek Pike, delays are expected immediately west of the I-65 interchange and on the 2-mile stretch between Tom Hitch Parkway and Howell Elementary/Cox Middle schools.

These projected conditions suggest the need to make improvements that add vehicle-carrying capacity to these routes, which could involve the addition of turning lanes and/or new thru-lanes.

2.3 Planned Transportation Improvements

Since 2014, when Columbia became a member of the Nashville Area MPO, transportation planning for the City's major routes has been conducted in coordination with the regional agency. The MPO is a cooperative forum in which Columbia joins local governments from across a seven-county area in determining the distribution and expenditure of federal and state transportation funding.

The most recent MPO Regional Transportation Plan extends through the year 2040 and contains several projects to improve major corridors in the city.

These proposed projects are shown in Table 4. The horizon year indicates the year by which the project is expected to be completed.

Table 4: Columbia Area Projects Proposed in The Regional Transportation Plan

Project	Improvement Type	Estimated Cost	Horizon Year
I-65 at SR99	Interchange Modifications	\$35,900,234	2025
Nashville Highway (SR 6/US 31) at Bear Creek Pike (SR 99/US 412)	Intersection Improvements	\$2,447,203	2025
Columbia Downtown, Beckett Street W 5th Street to West of Trotwood Ave (SR 243) North end of the Duck River Bridge	Streetscape Improvements	\$9,000,000	2025
Trotwood Avenue (SR 243) and James Campbell Blvd (SR 50)	Intersection Improvements	8800000	-
Iron Bridge Road over Lytle Creek	Bridge Replacement	\$2,000,000	-
Bear Creek Pike (SR 99/US 412) Widening	Roadway Widening	\$47,500,000	-
SR 50 (James Campbell Blvd)	Reconstruction	\$14,000,000	2035
Nashville Hwy (SR 6 /US 31)	Intersection Improvements	\$3,300,005	2045

In addition to the projects shown in **Table 4**, which are part of the MPO's fiscally constrained long-range plan, there is one "illustrative" project shown that affects the Columbia area. This is the proposed extension of Saturn Parkway to the interchange of I-840 and Carters Creek Pike. The project's "illustrative" status indicates that it is not part of the official MPO plan unless additional funding can be identified beyond current revenue projections.

With the exception of the intersection improvements proposed for Bear Creek Pike and Nashville Highway, there are currently no projects in the MPO's long-range plan that would add capacity to the routes identified as deficient in the 2040 scenario.

Specific improvements to address the area's anticipated roadway deficiencies are discussed in the following chapter.



Chapter 3: Recommended Projects

3.1 Introduction

Chapter 1 and Chapter 2 identified Columbia area roadways that currently need improvement, or will by the year 2040, in order to keep the city's road system functioning safely and efficiently. This chapter describes the projects that are recommended for implementation during the next 30+ years, along with planning-level estimated costs. It also presents the resulting system performance that is projected once those improvements occur.

The projects identified here will help to meet three broad goals for improving the city's transportation system:

1. Addressing the site-specific safety and operational needs identified in Chapter 1.
2. Relieving traffic congestion by providing additional capacity on the major corridors identified in Chapter 2.
3. Improving circulation by increasing the connectivity of the area network as the city continues to develop. As discussed in Chapter 1, roadway connectivity helps to manage traffic demand on major corridors and enhances safety by providing alternative routes, including lower-volume streets for bicyclists and pedestrians.
4. Increasing pedestrian and bicycle facilities.

3.2 Recommended Improvements

Proposed roadway projects for the 2040 Transportation Plan are presented in Tables 6 through 9, grouped according to the timeframe in which they are to be implemented:

- ☐ Near-Term (0 to 10 years)
- ☐ Mid-Term (10 to 20 years)
- ☐ Long-Term (20 to 30+ years)
- ☐ Illustrative Projects

Proposed transit projects, shown in Table 10, will be implemented in coordination with the Regional Transportation Authority and the Nashville Area MPO.

Projects in Tables 6, 7, and 8 are also shown geographically in Maps 3, 4, and 5.

3.3 Estimated Costs

For purposes of the city's capital improvement planning and long-range budgeting, Tables 6, 7, and 8 include the estimated cost of each project. The costs are presented in current (2023) dollars and were developed using TDOT's methodology for planning-level cost estimates. This method uses a typical base unit cost per mile (adjusted periodically by TDOT to reflect current experience), which varies according to whether it is a local, state or interstate route.

Adjustment factors are applied depending on the nature of construction (route is being widened, new road being built, etc.), the type of terrain involved, and the intensity of adjoining land uses, which affects right-of-way costs. The TDOT methodology also adds a contingency line item amounting to 15-percent of the construction cost, so it tends to produce fairly conservative cost estimates. Once a project begins development, of course, additional factors may be discovered which result in greater or lower costs.

3.4 Funding

The projects in this plan will be implemented through a combination of federal, state, local and even private funds. This section outlines available sources of roadway funding and describes the eligibility policies that apply.

Federal Roadway Funding

As discussed in **Chapter 2**, Columbia recently became a member of the Nashville Area Metropolitan Planning Organization, a cooperative forum where local governments from across a seven-county area work together to determine the distribution and expenditure of federal and state transportation funding.

Table 5 provides a brief overview of the types of federal funding most likely to be applicable for projects in the Columbia area. These programs are funded through the National Highway Trust Fund, which was established by the Highway Revenue Act of 1956, during the development of the interstate highway system. The Highway Trust Fund is administered by the U.S. Department of Transportation through the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA).

The Nashville Area MPO receives about \$18 million annually directly from USDOT in Surface Transportation Block Grant (STBG) funding. This money is allocated on the basis of the population of the Nashville and Murfreesboro urbanized areas, a smaller area than the 7-county territory for which the MPO conducts planning.

Columbia is designated by the Census as an independent “urban cluster,” separate from either the Nashville or Murfreesboro urbanized areas. It does not receive funds directly from USDOT; however, it does receive its own annual allocation of about \$500,000 in local STBG funds from TDOT, from the pool provided by USDOT to the state of Tennessee. The city’s membership in the MPO does not affect its ability to spend those local STBG funds at its discretion. In addition, Columbia now potentially can share in other federal funding sources available to the MPO. An example would be the Active Transportation Program (ATP) grants, which are funded from the STBG funds allocated to the Nashville urbanized area.



Table 5: Federal Funding Programs

Federal Programs	Description	Funding Ratio
National Highway Performance Program (NHPP)	Provides funding for construction, reconstruction, resurfacing, restoration, rehabilitation, preservation, or operational improvement of segments of the National Highway System. This includes Interstate highways and bridges on the NHS. Projects must support progress toward national goals for the condition and performance of the system.	80-90% federal 10-20% non-federal
State Surface Transportation Block Grant (S-STBG)	Provides funding for roads functionally classified as rural major collector and above. Also funds bridge replacement and rehabilitation on non-federal aid routes. Eligible activities also include bicycle and pedestrian facilities, safety, highway-rail crossings, and environmental mitigation.	80% federal 20% non-federal Some projects are eligible at 100% federal.
Local Surface Transportation Block Grant (L-STBG)	Provides funding for small urban areas (5,000 to 50,000 persons) and urbanized areas (50,000 and greater in population) for projects on roads functionally classified as urban collectors or higher. Funds may also be used for bicycle/pedestrian projects or “flexed” for transit use. Currently, Columbia receives about \$2 million in L-STBG funding annually.	80% federal 20% non-federal
National Highway Freight Program	Provides funding for projects that contribute to the efficient movement of freight on the National Highway Freight Network. This could include traffic signal optimization, railway/highway grade crossing improvements, and efforts to reduce the environmental/community impact of freight.	80-90% federal 10-20% non-federal
Highway Safety Improvement Program (HSIP)	Provides funds to improve high hazard locations on eligible roadways, including highway-rail grade crossings. Projects are selected based on crash rate and crash frequency.	90-100% federal 0-10% non-federal
Transportation Alternatives (TA)	Eligible activities include a variety of smaller-scale projects such as pedestrian and bicycle facilities, safe routes to schools, recreational trails, and environmental mitigation of transportation system impacts.	80% federal 20% local cash

Generally, projects on the interstate or state routes within Columbia will be sponsored by TDOT, using federal funds other than the ones allocated to the city. In this case, the non-federal match is also provided by TDOT in the form of state funds generated by motor fuel taxes. Currently the state’s gasoline tax rate is 21.4 cents per gallon, which yields about \$642 million per year. In recent years, TDOT has talked with leaders across the state about the need to increase the non-federal revenue available for operating, maintaining and improving the roadway system. The state has a growing backlog of projects that have been identified as needed but are not yet under development.

State Roadway Funding

In addition to providing match for federal funds, state funds are used by TDOT to fund some other specific project types. These include:

- State Industrial Access (SIA) Program. This program does not typically require a local match, but it is limited to locations where improved road access will leverage a significant new industry location or expansion. TDOT works with the state Department of Economic & Community Development to identify locations as the need arises.
- Local Interchange Lighting Program. This program requires a 50-percent local match. As the name of the program indicates, it is used to add overhead lighting at interchanges.
- Multimodal Access Grant Program. This program funds up to 95-percent of project costs and requires a 5-percent local match. It is targeted for projects that improve safety for bicyclists and pedestrians, particularly in areas where that will result in improved access to public transit.

Local Roadway Funding

About \$237 million of the statewide gasoline tax revenue each year is distributed to cities and counties as the State Street-Aid fund. For cities, the funds are distributed based on population. Many local governments use these funds for roadway maintenance and operations, including expenses for paving, street lighting and signal operations.

Property tax, sales tax and wheel tax revenue are other sources that are typically used by local governments in Tennessee to help fund roadway improvements. Some cities also issue bonds for major capital projects.

Some of the new or improved collector streets proposed in this plan can be implemented as part of private development. As land is subdivided along existing streets in an area where an improved collector road is proposed, the city's Department of Development Services can work with developers to obtain the necessary right-of-way. In some situations, a developer may also choose to incorporate part of the new road into the development, building on both sides of the road and constructing that portion as part of the new subdivision or non-residential development. This incremental, public/private approach has been very successful in building an interconnected collector road system in the western portion of the city.

The publication of this plan, including the approximate proposed locations of the new collectors, will help to raise developers' awareness of the community's goals and the opportunity to avoid some of the traffic problems associated with growth.

Table 6: Near Term Projects (0 to 10 years)

ID	Location	Description	Cost Estimate
101	Nashville Hwy (SR 6/US 31)	Add northbound right turn lane at Baker Rd	\$200,000
102	Nashville Hwy (SR 6/US 31)	Extend northbound left turn lane and add southbound right turn lane at Spring Meade Blvd	\$300,000
103	Nashville Hwy (SR 6/US 31)	Add northbound left turn lane and southbound right turn lane at Columbia Rock Rd	\$400,000
104	Nashville Hwy (SR 6/US 31)	Add southbound right turn lane at Theta Pk, add northbound right turn lane at 8th Ave, and add southbound right turn lanes at both Kroger entrances. Conduct study to consolidate access points between Theta Pk and the southern Kroger entrance.	\$800,000
105	Nashville Hwy (SR 6/US 31)	Align Baker Rd and Columbia Rock Road at their intersection with Nashville Hwy. Add left and right turn lanes on Nashville Hwy. Perform signal warrant analysis.	\$1,950,000
106	Nashville Hwy (SR 6/US 31)	Add or improve existing northbound left turn lanes and southbound right turn lanes at Allison Ave, Frye Rd, Imperial Dr, Harlan Rd, Highland Rim Dr, Lookout Drive, Walnut Dr, Mangrum Ave, and Double Branch Rd. Perform study to close medians openings without turn lanes.	\$2,000,000
107	Nashville Hwy (SR 6/US 31)	At Bear Creek Pike (SR 99/US 412), construct geometric roadway and intersection improvements, including the addition of turn lanes, increased storage lengths, traffic signal upgrades, access control, and median closures.	\$7,500,000
108	Bear Creek Pike (SR 99/US 412)	Widen to 4 lanes from Tom J. Hitch Pkwy to I-65	\$50,000,000
109	N James Campbell Blvd (SR 50)	Add southbound right turn lane and extend northbound left turn lane on N. James Campbell Blvd at Industrial Park Rd.	\$300,000
110	W James Campbell Blvd (SR 50)	Reconstruct intersection to align Lion Pkwy and Westover Drive, and install traffic signal	\$3,900,000
111	W James Campbell Blvd (SR 50)	Intersection improvements at Hampshire Pk (SR 99) including adding turn lanes, extending storages, realigning intersection legs, signal improvements, and access consolidation.	\$15,000,000
112	E James Campbell Blvd (SR 50)	Signalize intersection with Tom Hitch Pkwy	\$350,000
113	E James Campbell Blvd (SR 50)	Add eastbound and westbound right turn lanes At Mooresville Pk intersection. Add northbound and southbound left turn lanes on Mooresville Pike.	\$800,000
114	Trotwood Ave (SR 243)	Perform a speed study to reduce the speed limit from Zion Rd to Rutherford Ln.	\$25,000
115	Trotwood Ave (SR 243)	Add eastbound and westbound right turn lanes on Trotwood Ave at intersection with Cayce Ln, upgrade horizontal and vertical alignments, and update signal equipment.	\$850,000
116	US 43 Bypass	Add eastbound and westbound right turn lanes at Theta Pk intersection. Add advance warning signs (signal ahead) with flashing beacons on the eastbound approach to Theta Pk.	\$450,000
117	Iron Bridge Rd	Replace bridge over Lytle Creek	\$1,460,000
118	Cayce Ln	Construct safety improvements from Hampshire Pk to Robert Rd	\$150,000

Table 7: Mid Term Projects (10 to 20 years)

ID	Location	Description	Cost Estimate
201	Nashville Hwy (SR 6/US 31)	Intersection improvements at E/W Burt Dr including additional lanes, extending existing storage lengths, and signal equipment.	\$750,000
202	Nashville Hwy (SR 6/US 31)	Close Carters Creek Station Rd from Old Hwy 31N to Nashville Hwy. Construct a roundabout at intersection of Carters Creek Station Rd and Old Hwy 31.	\$1,150,000
203	Nashville Hwy (SR 6/US 31)	Construct Pedestrian facilities from Kroger to Bear Creek Pk .	\$2,500,000
204	S James Campbell Blvd (SR 50)	Reconstruct from Trotwood Ave (SR 243) to Carmack Blvd. (SR 6). Add left turn lanes at Wedgewood, Alpine, Denise, Keith, Denham and Thomas. Conduct further study to remove median openings immediately east of Union Pl., immediately west of Shadybrook St., immediately west and east of Pillow Dr., immediately east of Denise Dr., immediately west and east of Highland Av., at Ashwood Dr., and at Columbia Chrysler Dodge Jeep Ram. Coordinate with adjacent redevelopment where possible.	\$39,900,000
205	N James Campbell Blvd	Construct roundabout at intersection with Santa Fe Pk.	\$1,750,000
206	N James Campbell Blvd	Construct multi-modal trail along one side of N James Campbell Blvd.	\$750,000
207	Tom Hitch Pkwy	Construct multi-modal trail along one side of Tom Hitch Pkwy.	\$2,500,000
208	Hampshire Pk (SR 50)	Realign Williamsport Pk (SR 99) leg of the intersection with Hampshire Pk (SR 50) further to the west of the existing intersection.	\$3,500,000
209	Trotwood Ave. (SR 243)	Construct capacity improvements by widening Trotwood Ave from James Campbell Blvd to Rutherford Ln.	\$45,000,000
210	Trotwood Ave. (SR 243)	Add westbound right turn lanes at Pleasant Drive and Brookside Dr. Add eastbound right turn lane at Graymere Manor Rd.	\$600,000
211	Trotwood Ave. (SR 243)	Reconstruct intersection at The Shoppes at Neely's Mill entrance and consolidate access points.	\$750,000
212	Baker Rd	Reconstruct to collector roadway section with pedestrian and multi-modal facilities from Nashville Hwy to Bear Creek Pike.	\$30,800,000
213	Baker Rd	Construct roundabout at intersection with Northridge Rd.	\$1,250,000
214	Greens Mill Rd	Reconstruct from Nashville Hwy to UGB boundary to with pedestrian and multi-modal facilities.	\$8,600,000
215	Lion Pkwy	Reconstruct from S James Campbell Blvd to Hampshire Pk with pedestrian and multi-modal facilities.	\$14,000,000
216	Rutherford Ln	Reconstruct from Trotwood Ave to Hampshire Pk with pedestrian and multi-modal facilities.	\$27,000,000
217	College Park Dr	Realign College Park Dr and the school access point and add turn lane improvements to accommodate school traffic.	\$950,000
218	E 7th St and Iron Bridge Rd	Reconstruct from Public Square to Tom Hitch Pkwy to collector roadway section with pedestrian and multi-modal facilities and realign intersection at E End St.	\$12,250,000
219	Hatcher Ln and W 17th St	Reconstruct with the addition of pedestrian and multi-modal facilities and consolidate access points.	\$18,000,000
220	Freehand Ln Extension	Extend Freehand Ln to Saturn Plant Loop Road.	\$1,250,000

Table 8: Long Term Projects (20 to 30+ years)

ID	Location	Description	Cost Estimate
301	Nashville Hwy (SR 6/US 31)	Widen to 6 lanes from Columbia Rock/Baker Rd to Bear Creek Pk	\$24,000,000
302	Nashville Hwy (SR 6/US 31)	Widen to 6 lanes from Carters Creek Pk to Baker Rd.	\$24,000,000
303	Nashville Hwy (SR 6/US 31)	Widen to 6 lanes from Greens Mill Rd. to Carters Creek Pk	\$47,000,000
304	Nashville Hwy (SR 6/US 31)	Widen to 6 lanes from UGB to Greens Mill Rd	\$34,000,000
305	Nashville Hwy (SR 6/US 31)	Realign Carter St and 7th Ave at their intersection with Nashville Hwy.	\$7,500,000
306	Carmack Blvd (US 31)	Reconstruct from S James Campbell Blvd to W 7th St with pedestrian and multi-modal facilities	\$33,000,000
307	Carmack Blvd (US 31)	Realign S. Main St. and W. 11th St. at their intersection with Carmack Blvd. and review possible driveway consolidation in the immediate vicinity.	\$16,000,000
308	Trotwood Ave (SR 243)	Widen to 4 lanes from Rutherford Ln to Old Zion Rd Ext	\$39,300,000
309	Trotwood Ave (SR 243)	Reconstruct from S James Campbell Blvd to W 7th St with pedestrian and multi-modal facilities to connect to existing improvements	\$28,000,000
310	W 7th St (BUS US-412/SR-99)	Reconstruct from W James Campbell Blvd to Trotwood Ave with pedestrian and multi-modal facilities to connect to existing improvements	\$16,000,000
311	6th Street Connector	Reconstruct, realign, and connect fragmented portions of E 6th St from Woodland Street to E End St	\$15,500,000
312	E 9th St and Mapleash Rd	Reconstruct from Carmack Blvd to Tom J. Hitch Pkwy	\$9,600,000
313	Lasea Rd	Reconstruct to collector roadway section from Bear Creek Pk to Lee Rd	\$27,000,000

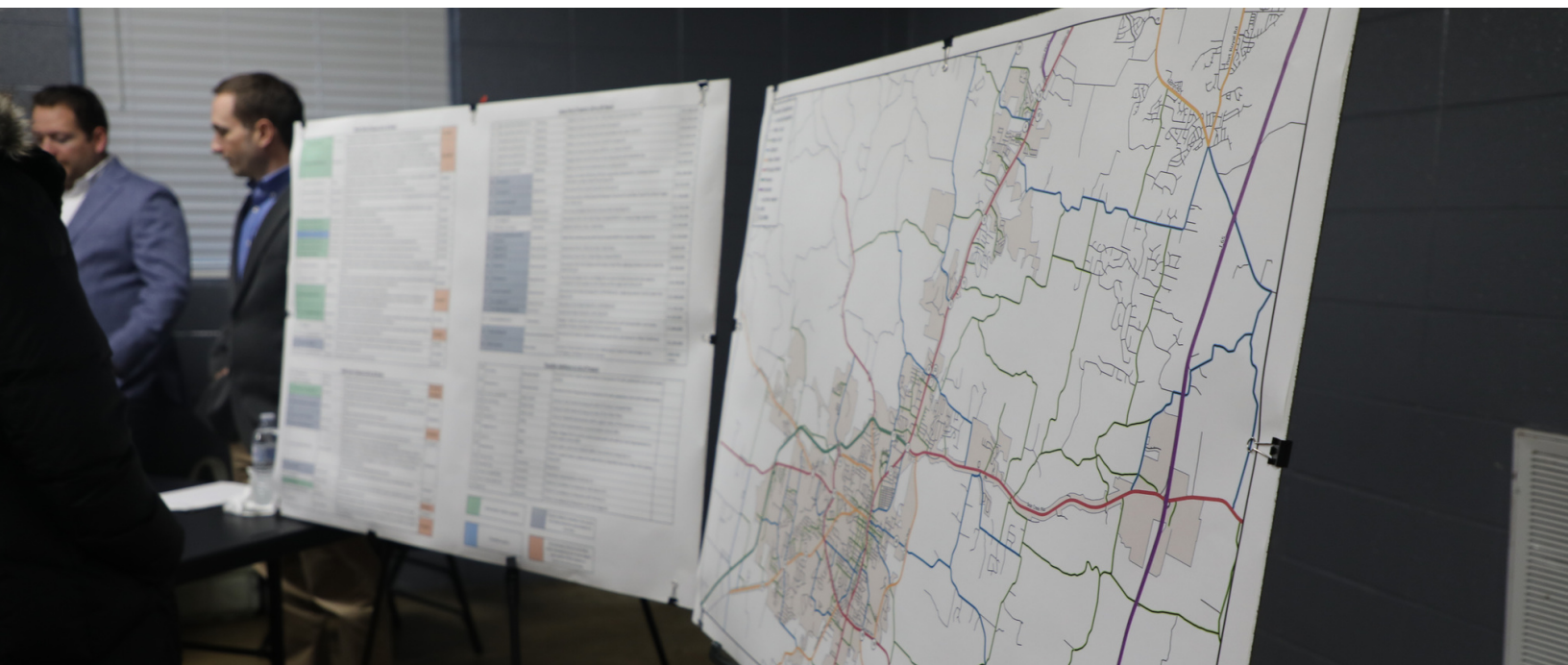


Table 9: Illustrative List of Projects

ID	Location	Description
401	Various	Construct and improve pedestrian facilities along existing roadways to provide continuous connectivity to economic centers and the downtown area.
402	Old Hwy. 99	Realign and widen Old Hwy. 99 from Lasea Rd to Fairmont Dr., including improved intersection at Bear Creek Pk and Lasea Rd
403	Rip Steele Rd	Reconstruct from Center Star Rd to Fairmont Dr
404	Rip Steele Rd South	Relocate portion of Rip Steele Rd between Fairmont Dr and Bear Creek Pk so that it aligns with Cothran Rd.
405	Center Star Rd	Reconstruct/realign from Sam Johnson Rd to Rip Steele Rd
406	James Campbell/ Sowell Mill Connector	Align New Lewisburg Hwy (SR 50) and Sowell Mill Pk to intersect at Maplesh Rd
407	Maplesh Rd	Reconstruct from Tom J. Hitch Pkwy to Sowell Mill Rd
408	Cothran Rd	Reconstruct from Tom Osborne Rd to Bear Creek Pike, aligning northern end to meet Rip Steele Rd south
409	Cliff White Rd	Reconstruct/realign from Iron Bridge Rd. to north of Union Grove Rd, then extend northward on new location to Tom Osborne Rd to align with Cothran Rd.
410	Cranford Hollow Rd	Reconstruct from Rock Springs Rd to Cliff White Rd, realigning western end to meet Tom Osborne Rd
411	Tom Osborne Rd	Reconstruct from Newt Hood Rd to Cliff White Rd
412	Tom Osborne Rd. Extension	Extend from Newt Hood Rd to Mt. Olivet Rd
413	Indian Springs Rd	Reconstruct to improve substandard roadway geometry, and extend to Albert Matthews Rd.
414	840 Connector	Construct 4-lane arterial to connect the I-840/Carters Creek Pk interchange to the US 43 Bypass, northwest of central Columbia
415	Joe Brown Rd	Reconstruct to collector roadway section from Bear Creek Pk to Kedron Rd
416	Lasea Rd	Reconstruct to collector roadway section from Lee Rd to Joe Brown Rd
418	Baker Rd to Fairmont Connector	Extend Baker Rd as 4-lane road to Rip Steele Rd at Fairmont Rd; widen Fairmont to 4 lanes and realign to intersect Old Hwy. 99 at John Sharp Rd.
419	Carters Creek Pk (SR 246)	Reconstruct to collector roadway section from Nashville Hwy to Mahon Rd (UGB boundary)
420	Carters Creek Pk Extension	Extend SR 246 east of Nashville Hwy. to Sam Johnson Rd. near Center Star Rd
421	Iron Bridge Rd	Reconstruct from Tom Hitch Pkwy to Sowell Mill Pk, including bridge replacement

Table 10: Recommended Transit Projects (All Timeframes)

ID	Location	Description
501	Increased express bus service	Support connecting service to Spring Hill to link with RTA's express bus to/from Nashville
502	Park & Ride lot at Riverwalk Park	Add signage in parking area to encourage weekday park & ride users
503	Park & Ride lot at I-65	Construct park & ride lot close to I-65/Bear Creek Pk interchange
504	Bus Rapid Transit along I-65	Two buses per day linking Columbia and Nashville, in exclusive lanes
504	Increased express bus service	Support connecting service to Spring Hill to link with RTA's express bus to/from Nashville



CONNECT COLUMBIA

Pars & Greenways Plan: Quality of Life for all Residents

Parks & Greenways



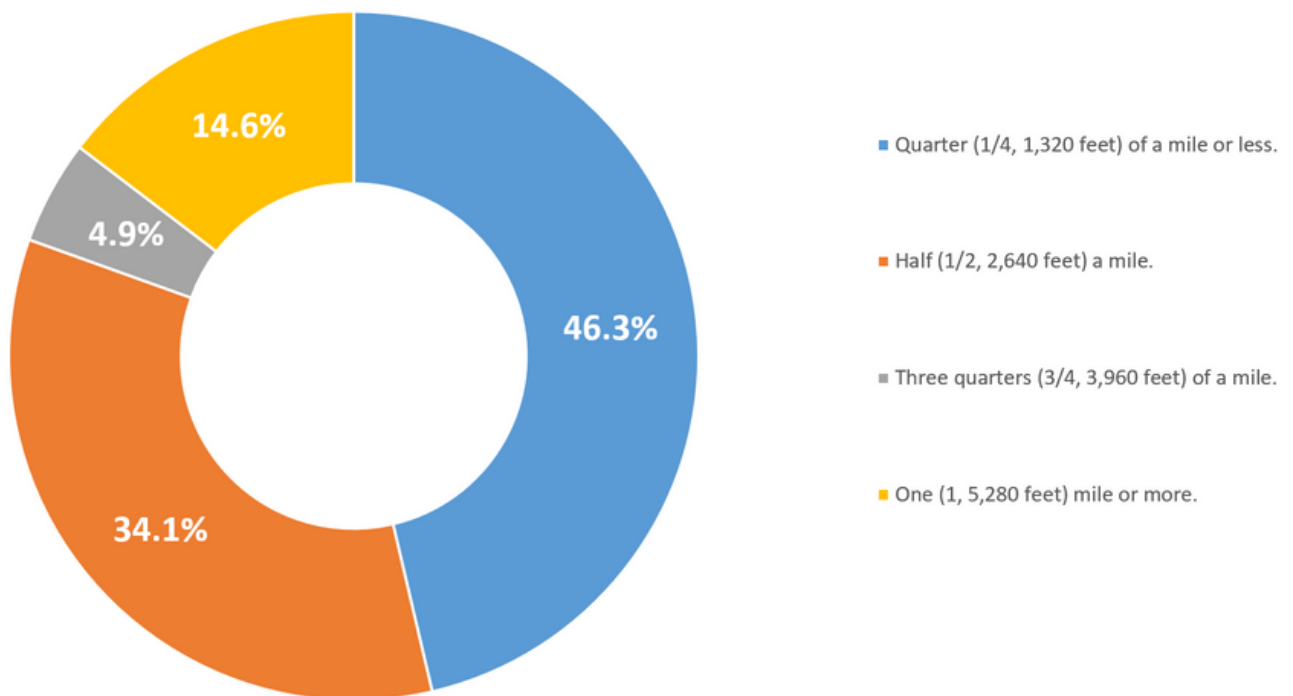
The Parks & Greenways element of Connect Columbia contains recommendations for maintaining and expanding recreational opportunities for Columbia residents. The Parks & Greenways element of the adopted 2017 version of Connect Columbia remains in effect until an update is complete during the first quarter of 2024. Throughout the 2023 planning process, citizens of Columbia expressed their preferences for the coming update. City staff involved in the management and operation of park facilities played a central role in the planning process. Resource constraints delayed the completion of the Parks & Greenways update during 2023; however, it is a critical element of the comprehensive plan. The update will establish a level of service for parks, greenways, civic buildings, and civic spaces which will inform the land use plan and implementing development standards. Along with the Land Use Plan and the Transportation Plan, the Parks & Greenways plan will establish the policy framework for creating a built environment which supports a high quality of life for Columbia residents.

Direction from Columbia residents regarding the update to the Parks & Greenways plan is summarized below. These sentiments were collected from online surveys, interactive displays, and written comments throughout the 2023 Connect Columbia planning process.



RESIDENTS PREFER RECREATIONAL OPPORTUNITIES WITHIN 0.25 TO 0.50 MILES

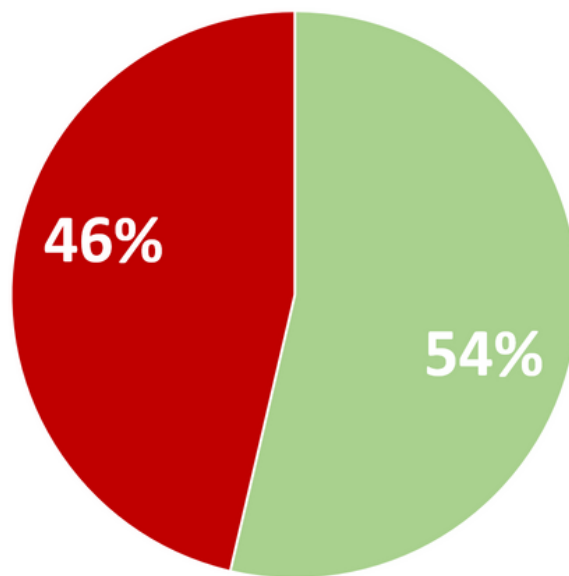
In your opinion, what is the ideal distance to walk to a playground, green space, or event?





Would you be in support of a modest sales tax increase to provide dedicated funding for parks?

■ Yes. ■ No.

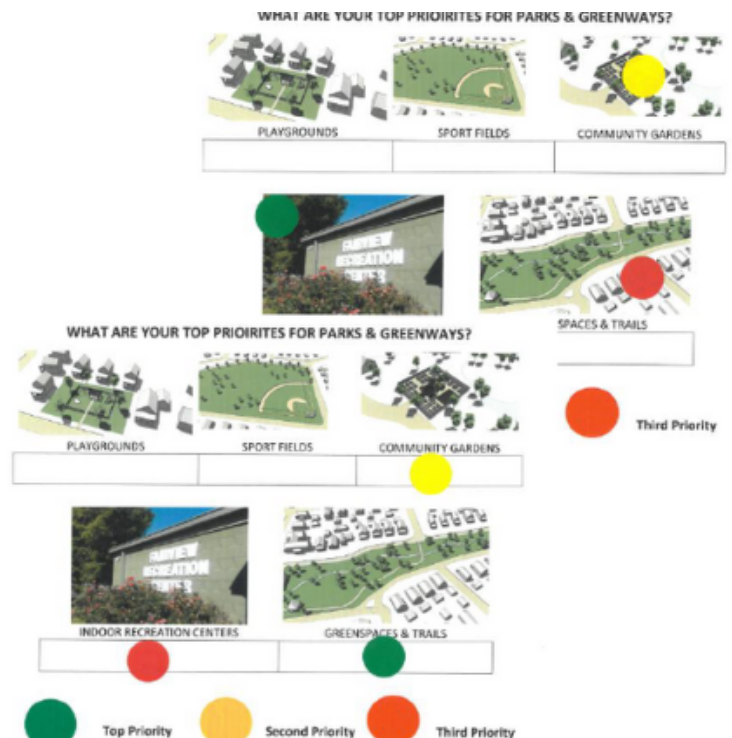
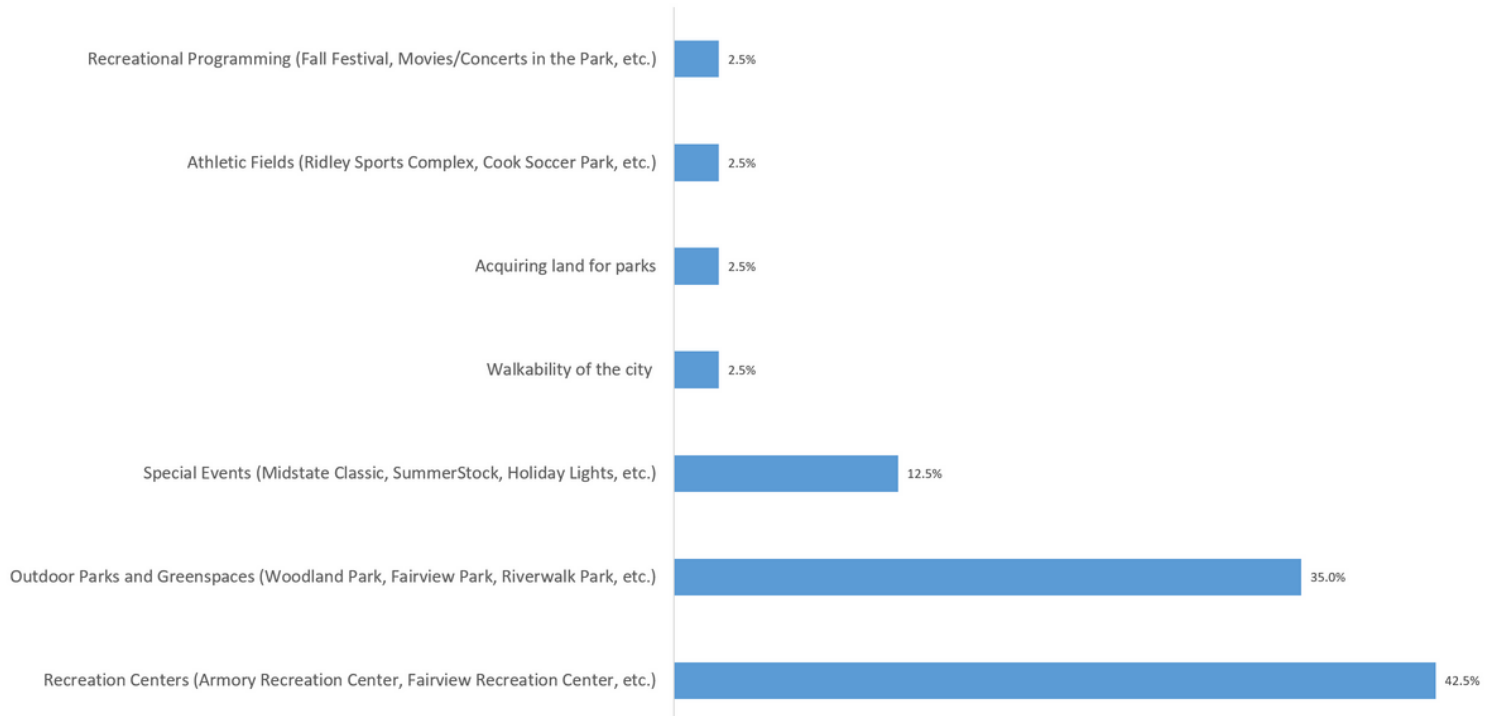


**THE COMMUNITY
SUPPORTS AN
INCREASED LEVEL OF
SERVICE FOR
PARKS & GREENWAYS**



COMMUNITY PRIORITIES INCLUDE GREENSPACES AND INDOOR RECREATION

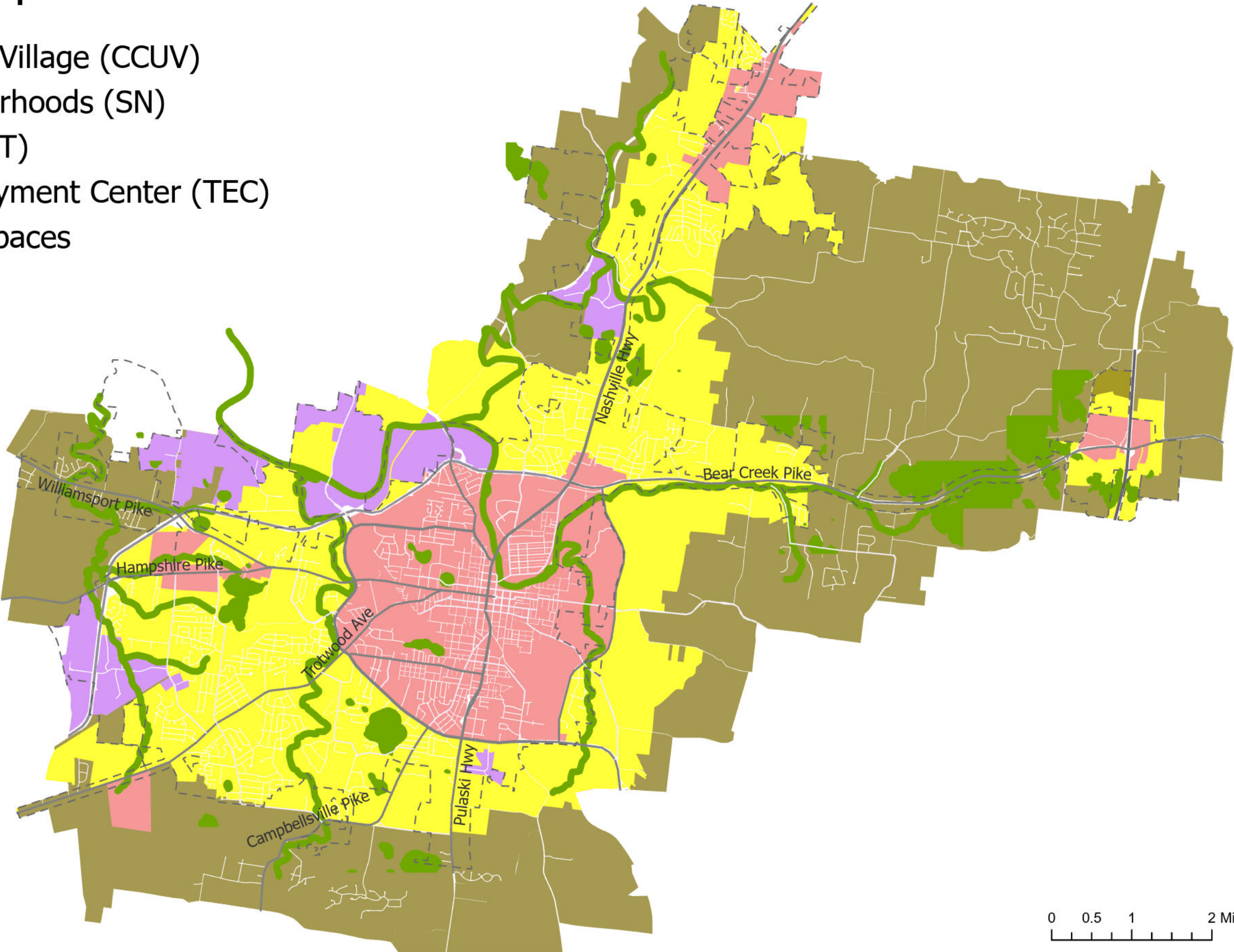
What do you believe is the biggest opportunity for developing our parks, greenspaces, and or recreation centers in the future?



Connect Columbia Future Land Use Map

Updated 2023

- City Center Urban Village (CCUV)
- Suburban Neighborhoods (SN)
- Rural Transition (RT)
- Technology Employment Center (TEC)
- Hillsides Natural Spaces

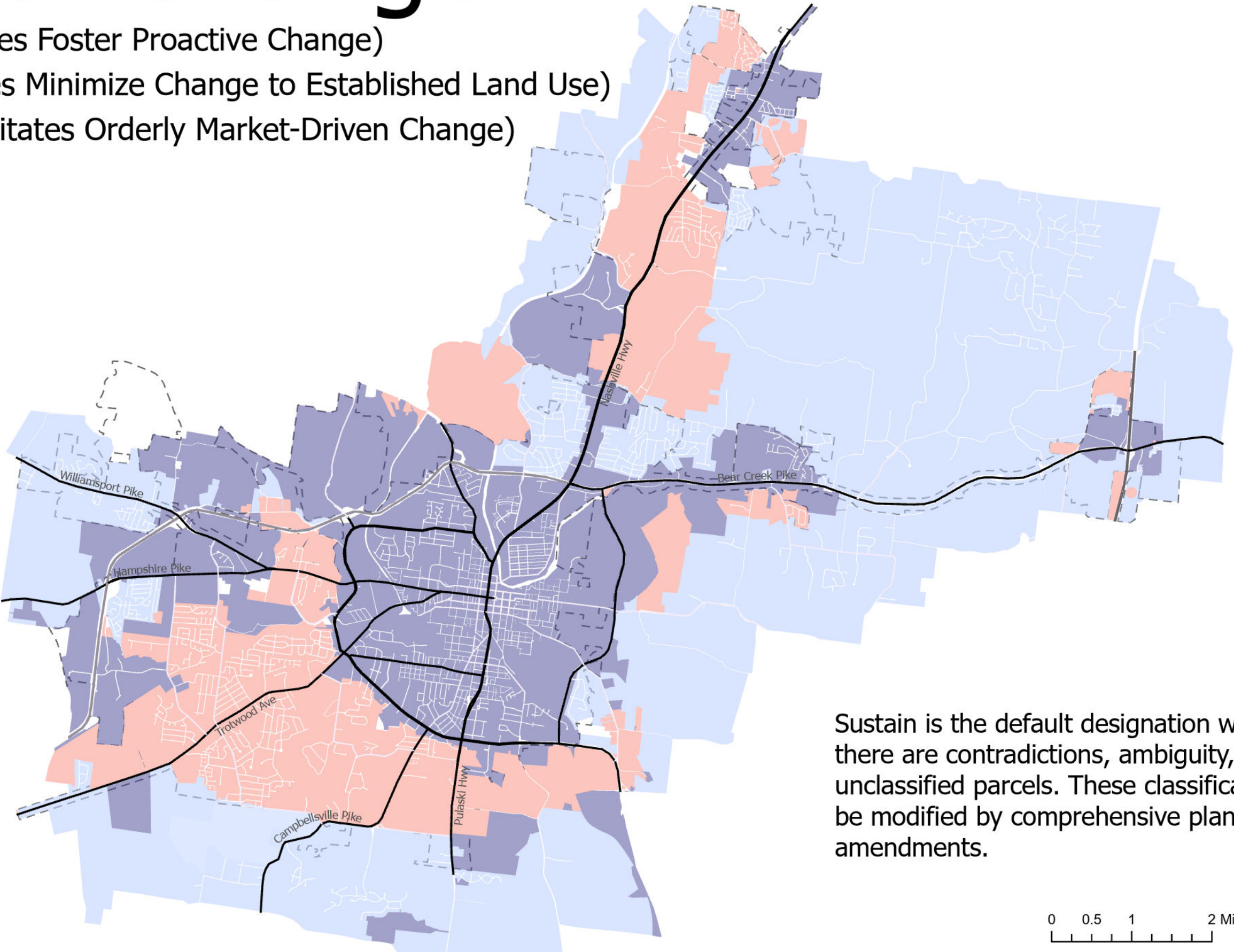


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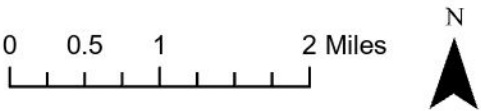


Areas of Change

- Activate (City Policies Foster Proactive Change)
- Protect (City Policies Minimize Change to Established Land Use)
- Facilitate (City Facilitates Orderly Market-Driven Change)

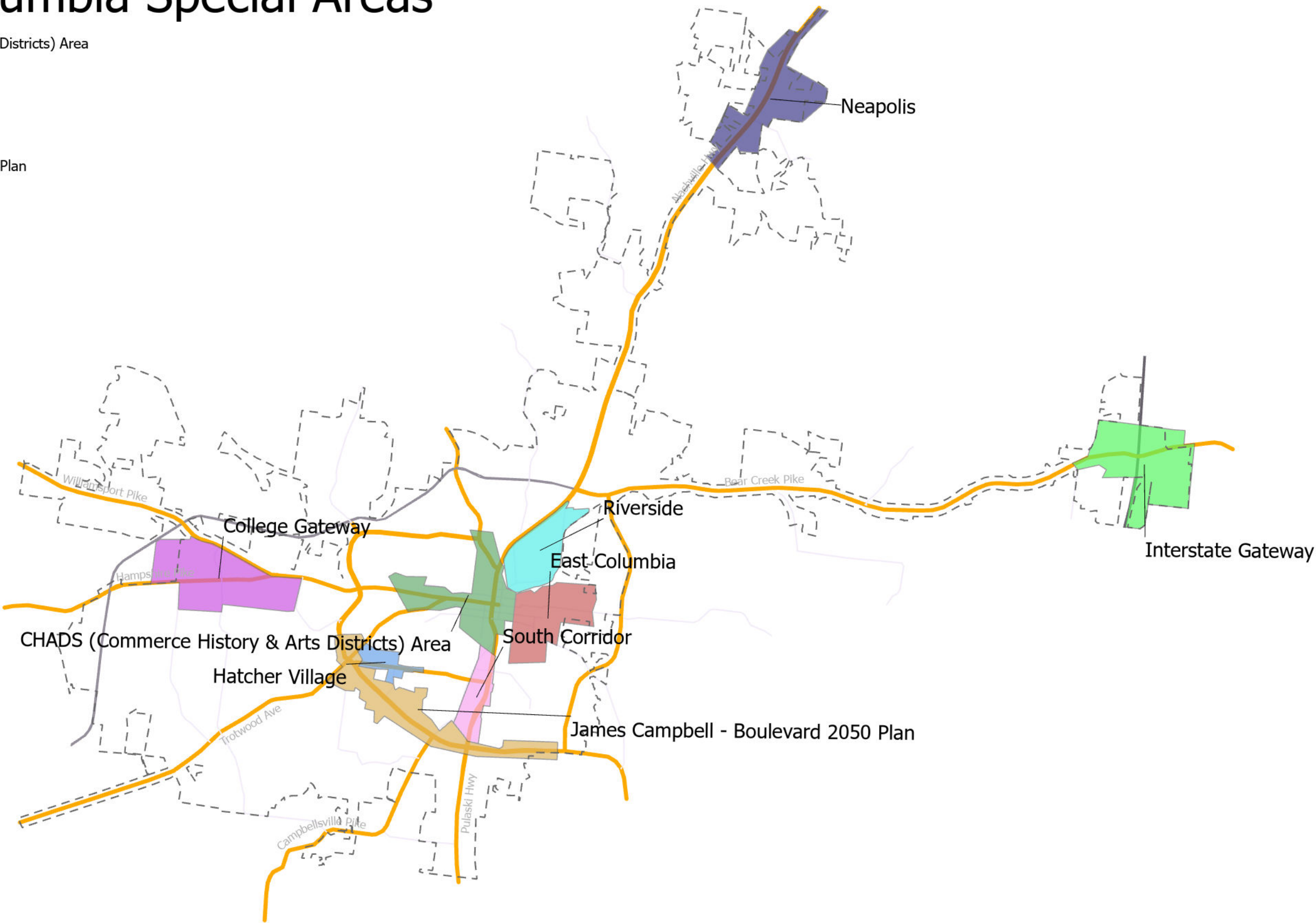


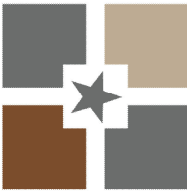
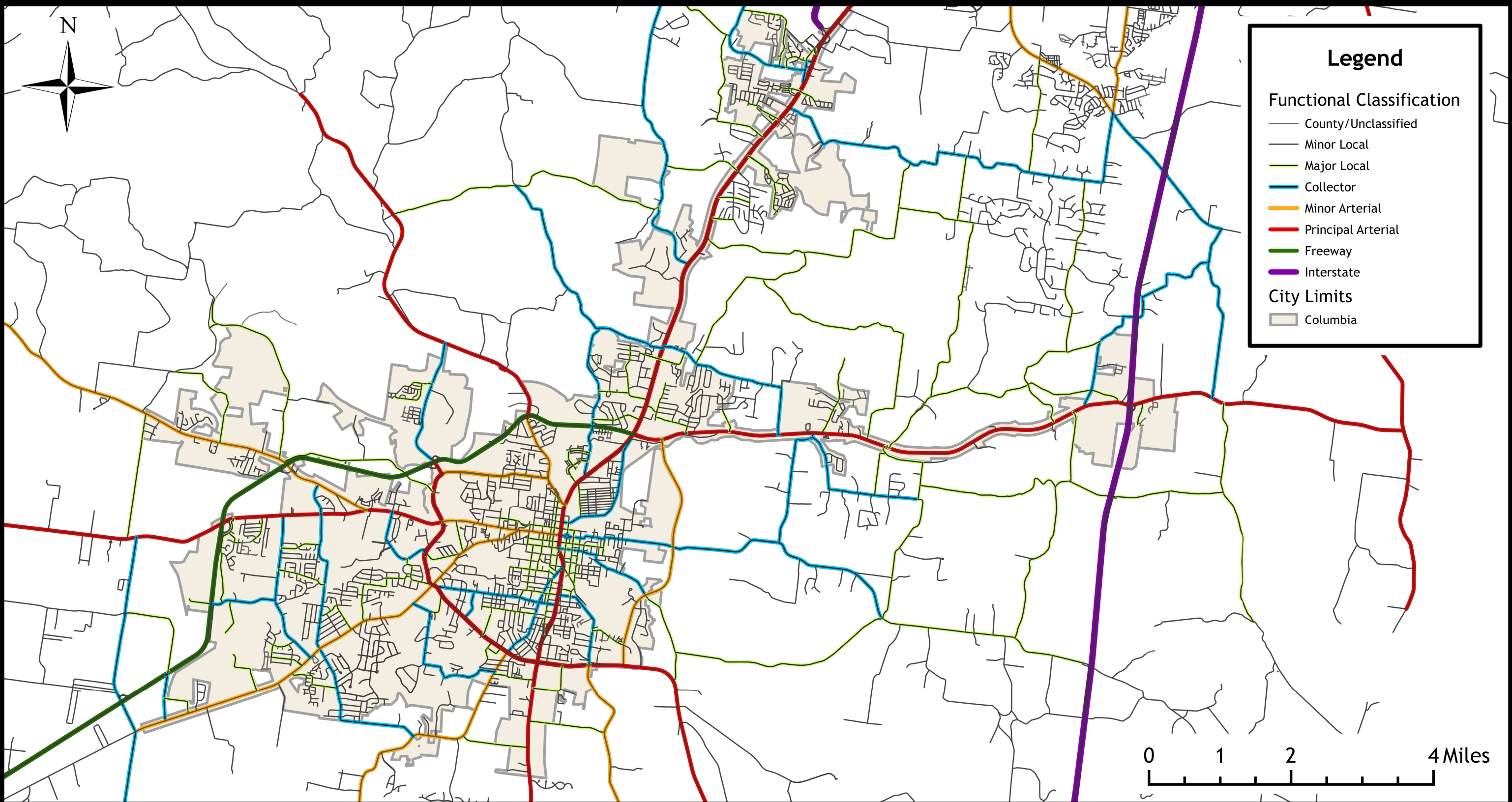
Sustain is the default designation wherever there are contradictions, ambiguity, or unclassified parcels. These classifications may be modified by comprehensive plan amendments.



Connect Columbia Special Areas

- CHADS (Commerce History & Arts Districts) Area
- College Gateway
- East Columbia
- Hatcher Village
- Interstate Gateway
- James Campbell - Boulevard 2050 Plan
- Neapolis
- Riverside
- South Corridor

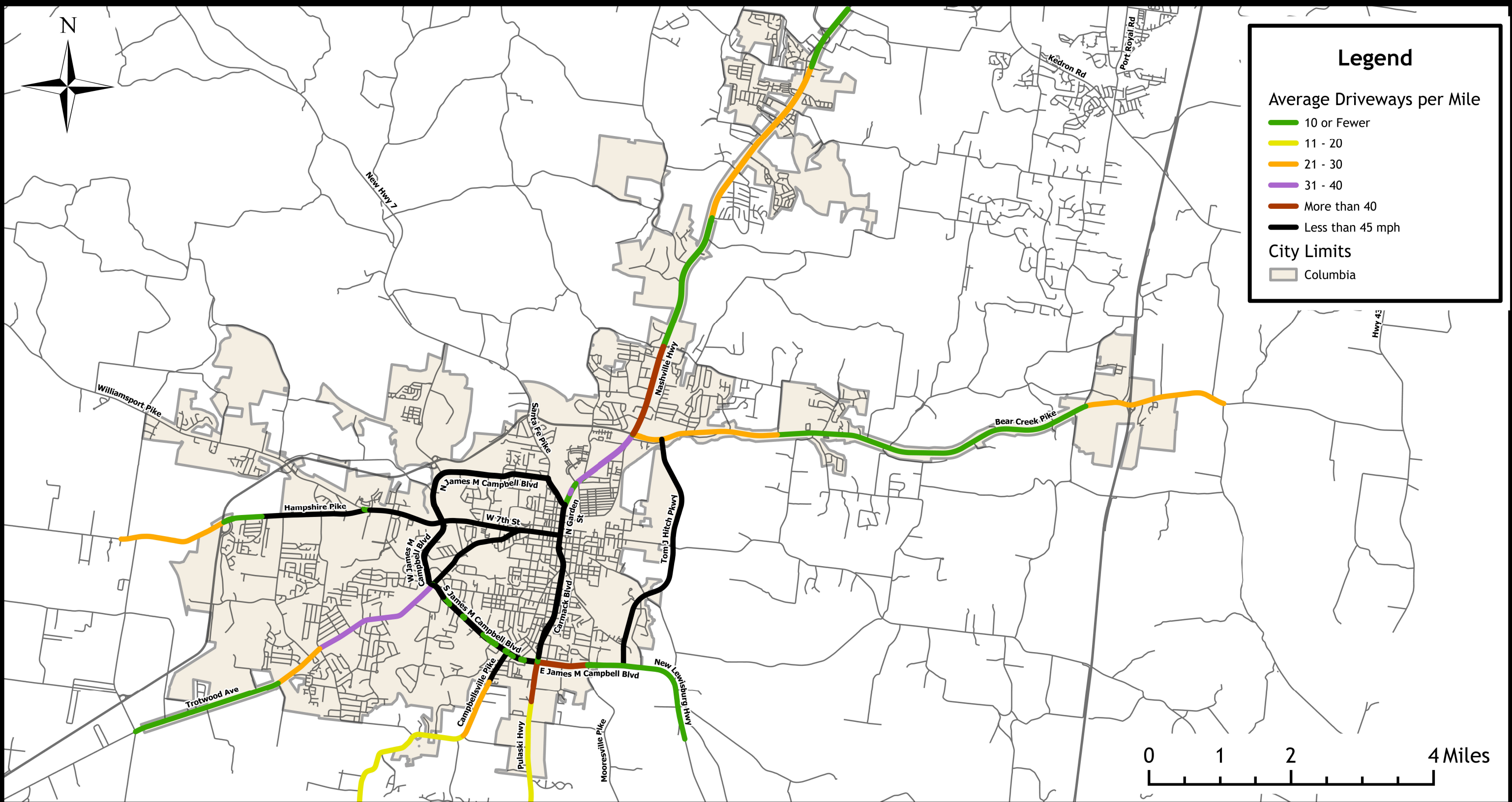




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COLUMBIA
TENNESSEE

*Connect*Columbia

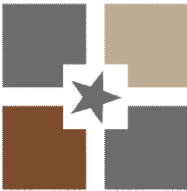
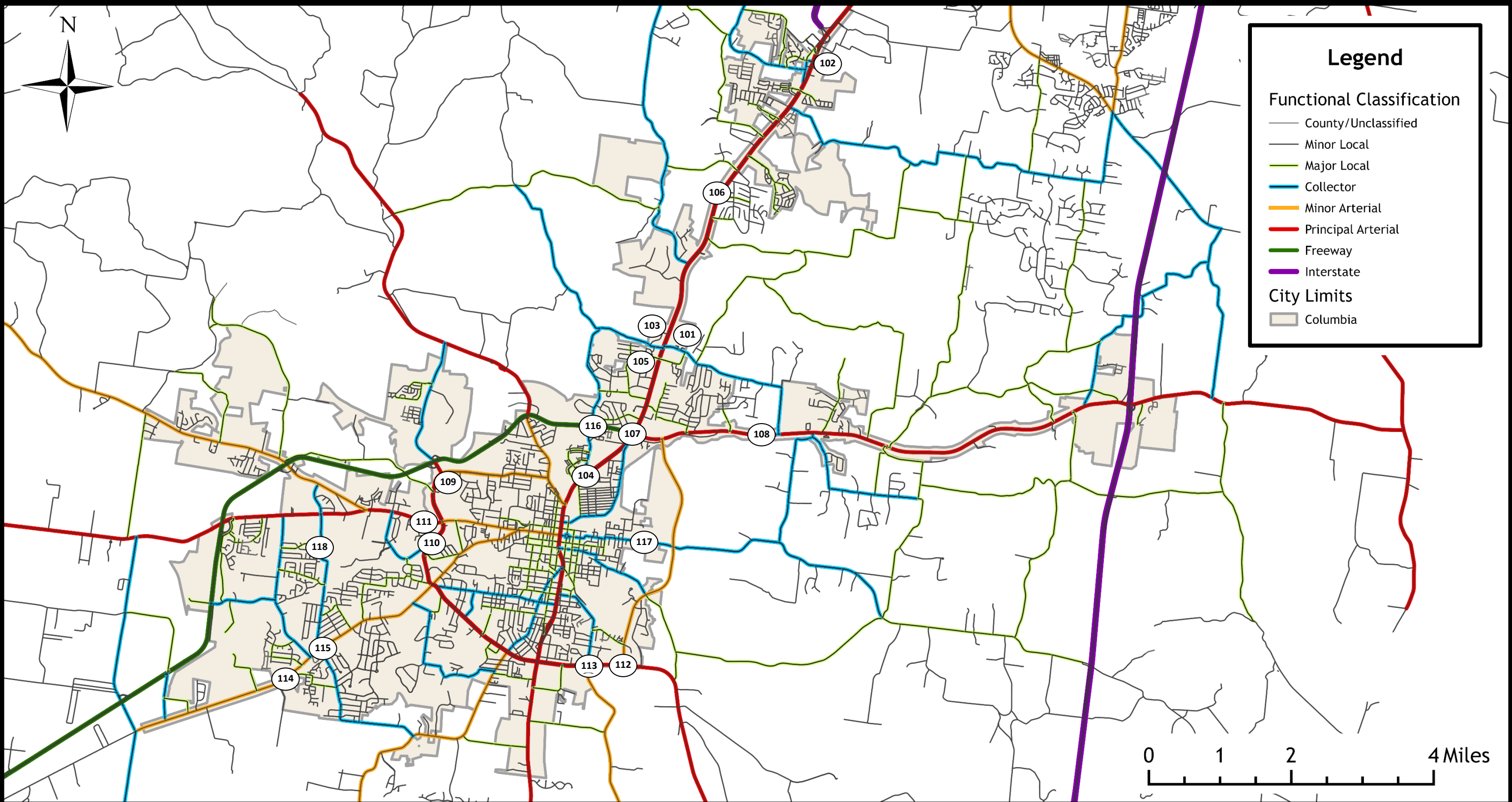
Map 1:
Functional Classification



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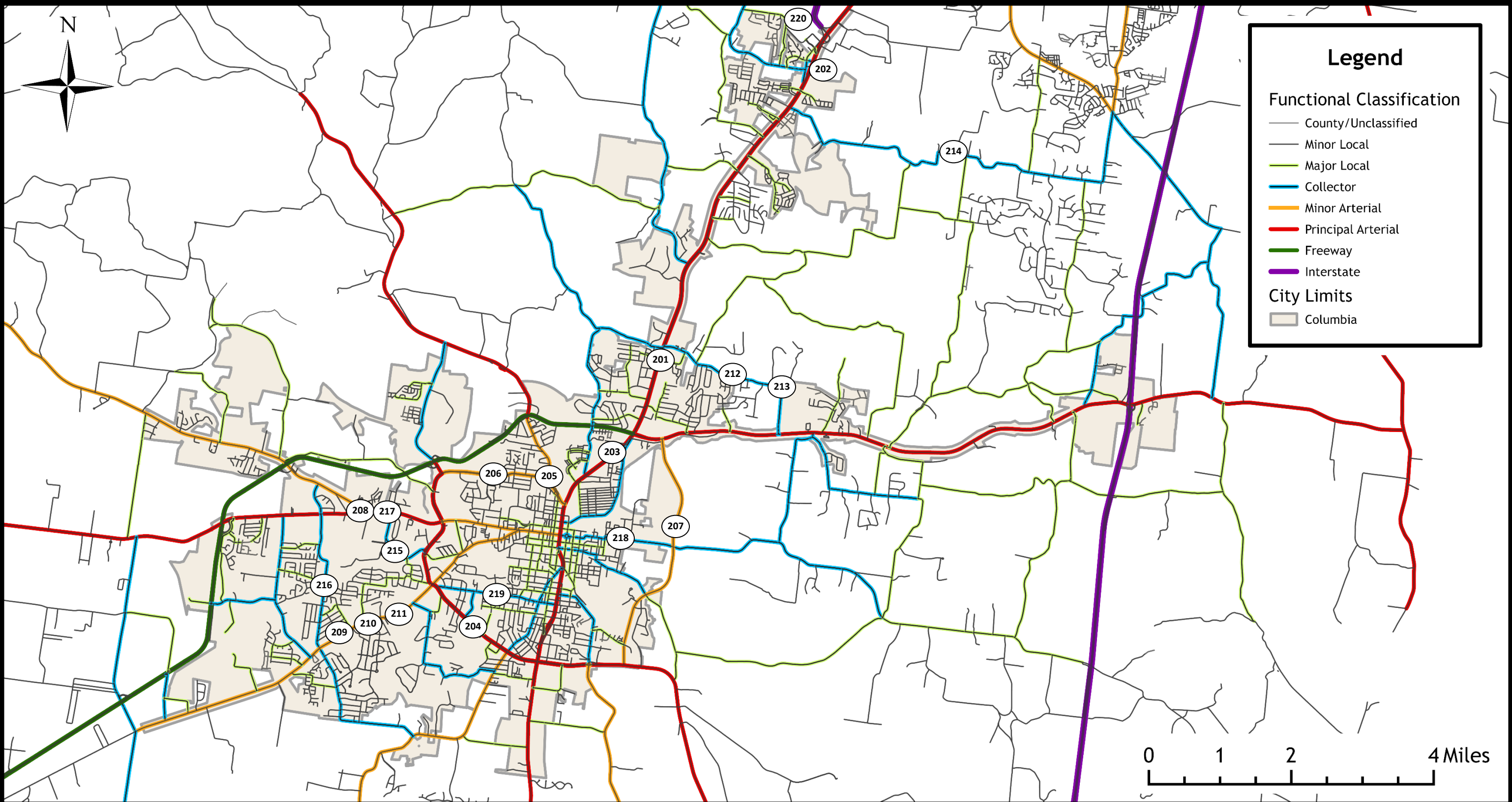
Map 2:
Driveway Density Per Mile



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COLUMBIA
TENNESSEE

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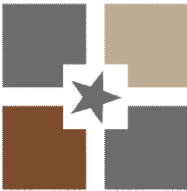
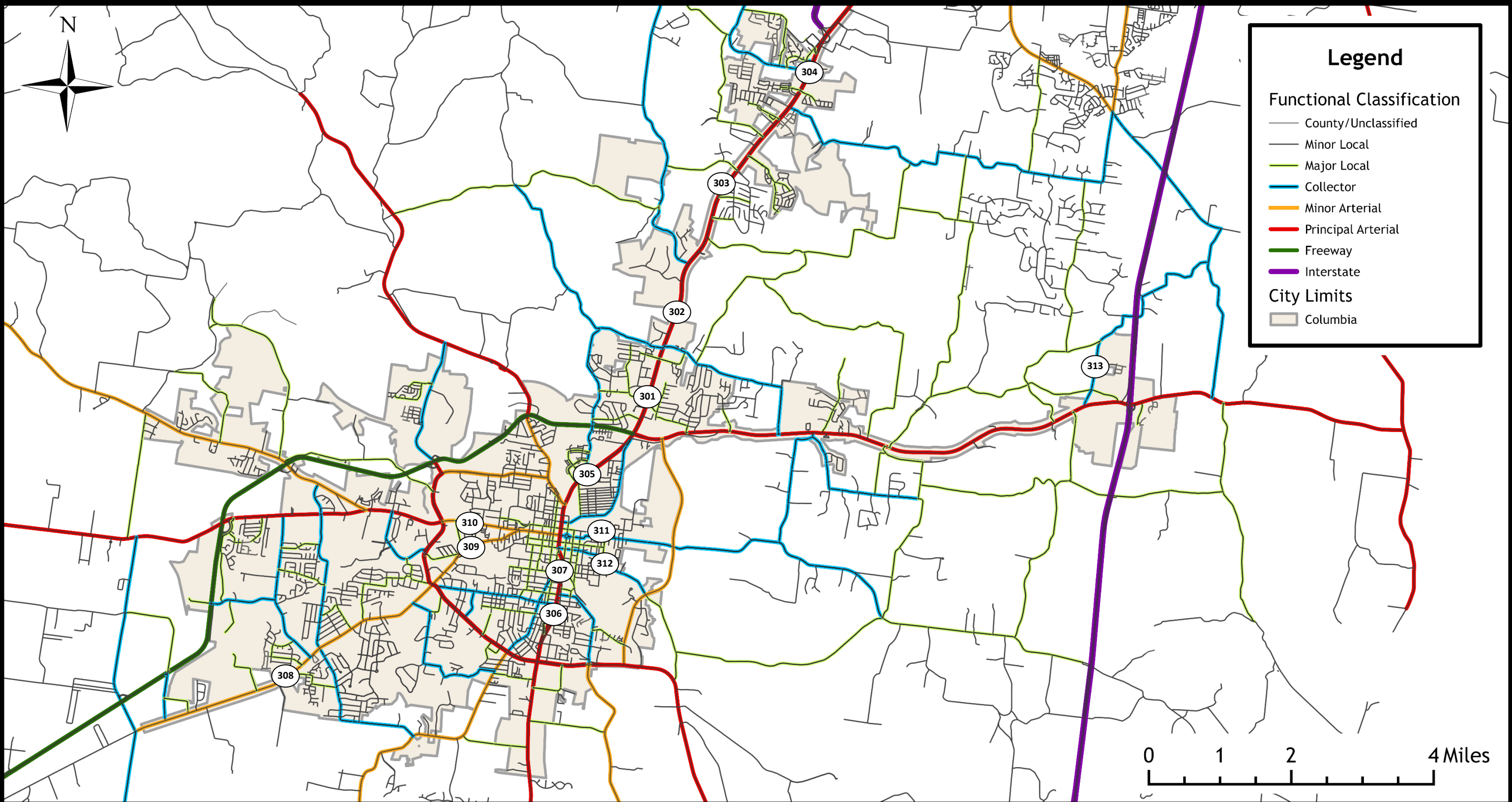
Map 3:
Near Term Projects



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Map 4:
Mid Term Projects



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TENNESSEE

*Connect*Columbia

Map 5:
Long Term Projects



Columbia's Parks and Greenways Plan

Adopted by the City of Columbia: January 11, 2018

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PRORAGIS Community Comparisons

INTRODUCTION

The City of Columbia is poised to experience growth. Growth often comes to a community because of surrounding economic opportunities and an established quality of life for its residents. Parks and greenways are directly related to both establishing economic opportunity and maintaining a high quality of life in a community. The findings and recommendations of this Parks and Greenway Plan are only recommendations and should not be considered mandates. They are subject to change and revisions based on current needs and priorities as established by the City of Columbia and its leaders.

PARKS AND GREENWAYS EXISTING CONDITIONS

Inventory of Existing Facilities and Programs

The City of Columbia has many existing parks. These parks range in size from Community to Neighborhood and Mini Parks. It is important for the City of Columbia to provide a variety of park facilities, at different scales, that balance the different recreational needs of its residents. As the City of Columbia grows it will be important to recognize not only the need for bigger parks but also the need for additional smaller parks and a diversity of recreational programs. The following is a description of how parks are typically classified by the National Recreation and Park Association (NRPA), tailored to the City of Columbia's current park facilities and programs.

REGIONAL/DISTRICT PARKS OR SPECIAL USE FACILITIES

Regional Parks or Special Use Facilities serve the needs of multiple communities and are typically 50 to 100 acres in size. Examples of Regional Parks include, but are not limited to: state parks, county parks, and protected natural areas. Examples of Special Use Facilities include golf courses, botanical gardens, museums, outdoor entertainment venues and unique sporting event facilities. Regional Parks and Special Use Facilities should also provide additional support services such as restrooms, concessions, and adequate parking. Typical activities for Regional Parks and/or Special Use Facilities include picnicking, boating, observing wildlife and walking greenway trails, and in some cases camping.

COMMUNITY PARK

Community Parks serve multiple neighborhoods in the surrounding community with both active and passive recreational activities and will typically include park programs that include extended hours of both day and night-time operation. Large areas of a community park may be programed for athletic facilities designed for league play. Large areas of a community park may also be designated for conservation, passive recreational use and nature trails if natural resource assessments warrant it.

- They will connect to surrounding neighborhoods within walking distance and will also draw users who will drive to gain access to the park. Greenway connections, bike routes and street and sidewalk networks should provide access to Community Parks.
- Fitness centers, community centers and athletic sports facilities may be integrated into community level parks if adequate park area, good access and parking accommodations are available.
- Restroom facilities, concessions and off street parking areas are important park elements to accommodate a large number of visitors who will spend significant time at the park. Some Community Parks will have specialized facilities that will serve the larger district and or regional area.
- Park Size: Typically 25 - 75+ acres serving an entire community (15,000+ residents)
- Service Area: Typically 1.5 to 2.0 miles
 - o Service areas for Community - District Parks with specialized facilities may extend much further.

NEIGHBORHOOD PARK

Neighborhood parks concentrate several recreational activities into a smaller area. They are designed to serve the active and passive recreational needs of the surrounding neighborhood. They typically have sports fields, playgrounds, picnic areas, open space and walking trails for unorganized play or local sports organizations. Neighborhood parks should promote partnerships with surrounding neighborhoods and homeowners associations to help facilitate park activities and maintenance when possible.

- They will primarily connect to surrounding neighborhoods within walking distance and easy bicycle or driving distance. Bike routes, sidewalks and local street networks should provide access to Neighborhood Parks. If greenway routes extend through a neighborhood they should also connect to Neighborhood Parks.
- Community centers, picnic shelters, restroom facilities and off street parking areas are park elements that may fit in the Neighborhood Park plan.
- Park Size: Typically 1 - 25+ acres serving 1,000 to 20,000 residents
- Service Area: Typically 1.0 mile

MINI-PARKS

Mini-Parks are characterized by their small size and their connections to immediate surroundings. Because Mini-Parks are so closely connected to their surrounding context they will be designed to accommodate specific local needs. Size limitations will typically generate a mixture of passive, visual and small scaled active recreational use. Mini-Parks should promote partnerships with surrounding neighborhoods and businesses to help facilitate park activities and maintenance when possible.

- Mini-Parks will primarily connect to surrounding neighborhoods or land use through pedestrian and bicycle access. They can be incorporated into a high intensity land use serving as a focal point for the community. In this case, access may be planned as part of adjoining parking and regional transportation accommodations.
- Spaces for social interaction, rest and relaxation are typically planned into Mini-Park space. Small scaled playgrounds or interactive games can provide opportunities for activity. Strong visual elements and public art elements can fit well into this scale of space.
- Park Size: Typically 1/3 acre - 1 acre, serving 300 to 1,000 residents, surrounding homes or businesses. If a Mini-Park is designed to function in a high intensity area it may serve a much higher number of people with the intent of moving people quickly through the park.
- Service Area: Typically ¼ to ½ mile

CURRENT PROGRAMS AND SPECIAL EVENTS

The City of Columbia Parks and Recreation Department works hard to provide the citizens of Columbia with a variety of exciting and engaging programming for all ages, along with numerous special events throughout the year. Programs currently offered through the Parks and Recreation Department include:

- Movies and Concerts in the Park
- Dance Craze - Line Dancing
- Youth Basketball City League
- Twisters (55 and older) Exercise Program
- Adult Co-ed Kickball League
- Adult Recreational Volleyball
- Youth and Adult Gym Time
- Youth Summer Swimming Lessons
- Pre-School Soccer Program
- Pre-School Basketball Program
- Youth Afterschool Clubs
- Youth Summer and School Break Programs
- Youth Summer Playground Program
- Adult Co-ed Volleyball League
- Back to School Bash
- Easter Egg Hunt
- Family Mardi Gras Party
- Family Hay Ride
- Fitness Equipment Orientations
- Tennessee Shapes Up Cooking Class
- Spring Kite Fly
- Fun with Santa and Candyland

CURRENT PARK STAFF AND VOLUNTEERS

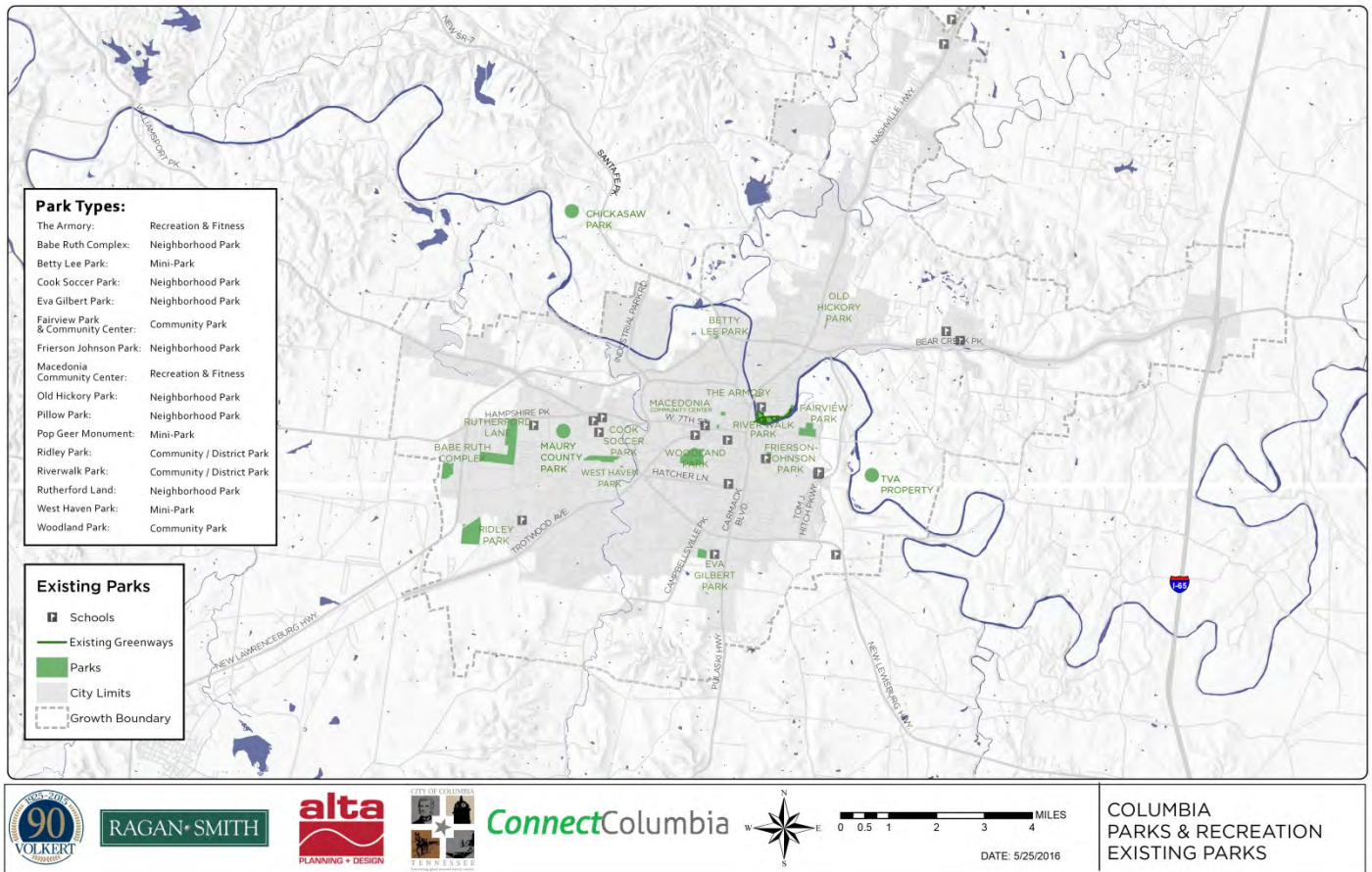
The City of Columbia Parks and Recreation Department administrative, recreation, and maintenance staff has worked hard to provide the citizens of Columbia with thoughtfully maintained and programed parks. As Columbia continues to grow and require additional recreation programs, it will be important that the staff continues to grow as well to prevent the department from becoming overwhelmed and understaffed. The City of Columbia Parks and Recreation Department Staff currently includes:

- A Parks and Recreation Director
- A Parks and Recreation Assistant Director
- A Program / Recreation Manager
- 2 (Two) Administrative Assistants
- 10 (Ten) Additional Full Time Support Staff
- 14 (Fourteen) Part Time Support Staff

Volunteer contribution is currently limited due to the large number of community events, outside of the park and recreation programs, that demand a high degree of volunteer effort such as Mule Day, the Mid-State Softball Classic, and the Farmers Market.

Insert 11x17 page for Map #1

MAP #1 COLUMBIA PARKS & RECREATION - EXISTING PARKS



Insert 11x17 page for Table 1

NAME	LOCATION	PARK TYPE	ACREAGE	FITNESS CENTER	PLAYGROUND	PICNIC PAVILION OR SHELTER	OPEN SPACE	WALKING PATH/RAIL	BASKETBALL COURT (OUTDOOR)	BASKETBALL COURT/ GYM (INDOOR)	HORSESHOE PITS	POOL	SOCCER FIELDS	WATER FEATURE/POND	GREENWAY TRIAL/HEAD	BASEBALL FIELD	SOFTBALL FIELD	TENNIS COURTS	YOUTH BASEBALL FIELD	FOOTBALL FIELD	DISC GOLF	SPLASH PAD	MEETING SPACE	GAME ROOM	VOLLEYBALL	KITCHEN	CONCESSION STAND	HISTORICAL MARKER/MONUMENT	BOAT RAMP	COMMUNITY EVENT PAVILION	AMPHITHEATER	ARTS & CRAFTS	RESTROOMS
Armory Recreation & Fitness Center	503 Carter St.	Rec & Fitness	3	x						x													x	x								x	
Fairview Rec Center/Pool/ Baseball Fields/Park	871 Iron Bridge Rd.	Rec & Fitness / Neighborhood	30		x	x			x			x				x	x	x		x			x	x	x	x						x	
Macedonia Recreation Center	501 Armstrong St.	Rec & Fitness	3							x													x									x	
Cook Soccer Fields	710 Experimental Station Ln.	Neighborhood	38			x						x																					
Eva Gilbert Park/Football & Softball Fields	120 Cord St.	Neighborhood	14		x	x											x																
Mahlon Ring Babe Ruth Baseball Field	2206 Oakland Pkwy.	Neighborhood	30													x																	
Ridley Sport Complex Park	6148 Trotwood	Comm/District	78		x												x	x		x							x						
Rutherford Lane Practice Fields	Rutherford Lane Dr.	Neighborhood	126									x					x	x															
Betty Lee Park	Dr.	Mini	3		x																							x					
Frierson-Johnson Park	St.	Neighborhood	2		x	x			x																								
Greenwood Cemetery	Corner of N. Garden St. & 4th St.	Historical	na																									x					
Old Hickory Park	Jackson Heights Dr. & Park Mere Dr.	Mini	3				x																										
Pop Geers Memorial Park	606-610 West 7th St.	Mini	1																									x					
Riverwalk Park	Riverside Dr. & 5th St.	Comm/District	29			x		x	x				x									x								x	x		x
West Haven Park	Experiment Station Ln. & Hilltop Dr.	Historical	1				x																										
Woodland Park	821 West 9th St.	Community	60		x	x		x					x					x			x		x		x						x		x

TABLE 1 COLUMBIA PARKS - EXISTING FACILITIES INVENTORY

Review of Previous Parks and Recreation Master Plan

A Parks and Recreation Final Master Plan was adopted in May of 1999.

Highlights from the 1999 plan related to current conditions are as follows:

- The addition of youth baseball and softball fields was recommended. There has been great improvement in meeting this need with the addition of high quality softball facilities at Ridley Park. There is still a need for additional youth baseball facilities that can accommodate little league tournament play.
- The population and economic growth forecast in the 1999 plan did not anticipate the limited growth that occurred due to the impact of an economic recession in the first decade of the new millennium. This recession has since ended and population, along with economic growth is increasing. Columbia is currently growing as a working age population with young families. The previous plan calls for an increase in the diversity of recreational activities to meet both the young and older segments of the population. This recommendation still applies.
- The previous plan recommended reorganizing the Parks and Recreation staff into two separate deputy director positions. One to serve the park and recreational operations and maintenance needs and one to serve the athletic and special events programs. Both deputy director positions could be served by the same administrative assistant. This recommendation still applies. Especially with the increased number of league and special events the department will host in the coming years.

Current Level of Service

Using NRPA standards as an assessment of the current level of service can be made. This is a helpful snapshot of areas of strength and weakness as it relates to physical facilities. Census data was utilized from the 2014 census estimates with a population figure of 36,071. (See Table 1 - Existing Parks and Recreation Facilities). It is important to note that the City of Columbia park facilities also serves some Maury County residents who are not included in city census population figures. The current population estimate for Maury County as of July of 2015 is 87,757 (US Census Bureau data).

An additional assessment of service needs will be done using the NRPA - Parks and Recreation Operating Ratio and Geographic Information System (PRORAGIS) data. This evaluation will be done to allow Columbia to compare its park and recreation facilities, programs and expenditures to communities of similar population size. The PRORAGIS data is provided in the Appendix of this report.

TABLE 2 EXISTING PARKS AND RECREATION FACILITIES ASSESSMENT (USING GENERAL NRPA STANDARDS)

FACILITY	NRPA STANDARDS (MODIFIED FROM EXISTING MASTER PLAN – 1999)	RECOMMENDED (ROUNDED TO WHOLE #)	CURRENTLY PROVIDED	DIFFERENCE
Overall Acreage	10.5 acre / 1,000 people	379	390	+11
Outdoor Basketball	1/5,000 people	8	3	-5
Handball	1/20,000 people	0	2	+2
* Tennis	1/2,000 people	8	18	+10
Volleyball	1/5,000 people	7	2	-5
** Baseball	1/5,000 people	7	14	+7
** Softball	1/5,000 people	7	13	+6
Football	1/20,000 people	2	3	+1
** Soccer	1/4,000 people	9	11	+2
Disc Golf	1/50,000 people	1	1	0
Golf / Driving Range	1/50,000 people	1	1	0
*** Trail System	1 mile / 5,000 people	7	1	-6
Outdoor Pool / Splash Pad	1/ 20,000 people	2	2	0
**** Indoor Pool	1/50,000 people	1	1	0
In-line skating rink	1/25,000 people	1	0	-1
Roller Hockey Facility	1/25,000 people	1	0	-1
Skate Park	1/25,000 people	1	0	-1
Running Track	1/20,000 people	2	0	-2
Playgrounds	1/2,500 people	14	8	-6
Gymnasiums	1/20,000 people	2	2	0
Community Center	1/ 50,000 people	1	3	+2

* There are several tennis courts available with local educational facilities

** Baseball, softball and soccer facility standards do not account for regional leagues

*** Trails and greenways increase value to all connected park facilities

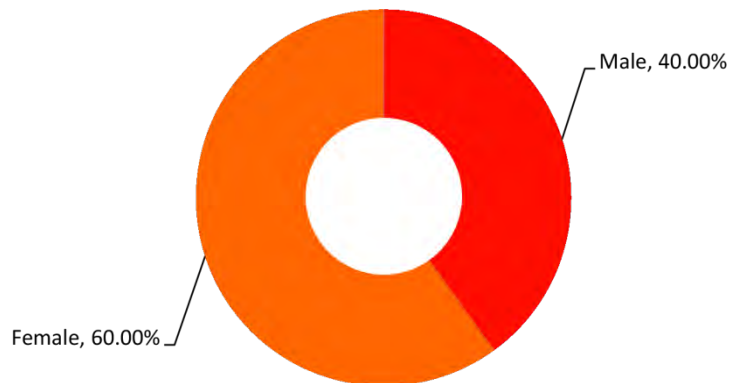
Needs Assessment Summary (Based on Current Facilities)

A recent Needs Assessment Survey was conducted by the City of Columbia in the Spring of 2016. This needs assessment was designed to evaluate some of the current needs of the citizens of Columbia of as it relates to the services and facilities offered by the Parks and Recreation Department. The assessment was conducted online in the form of a survey and posted via the City's social media outlets and directly emailed to several community groups. During the period this assessment was available 318 submissions were received. The survey findings are provided here for additional insight into specific areas of need that the Parks and Recreation Department may have relative to existing facilities, programs and service.

DEMOGRAPHICS

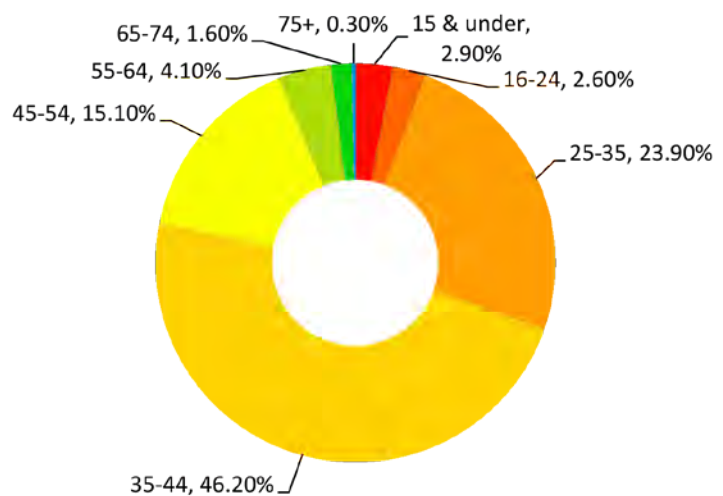
Gender Distribution:

Male: 124 (40%)
Female: 186 (60%)



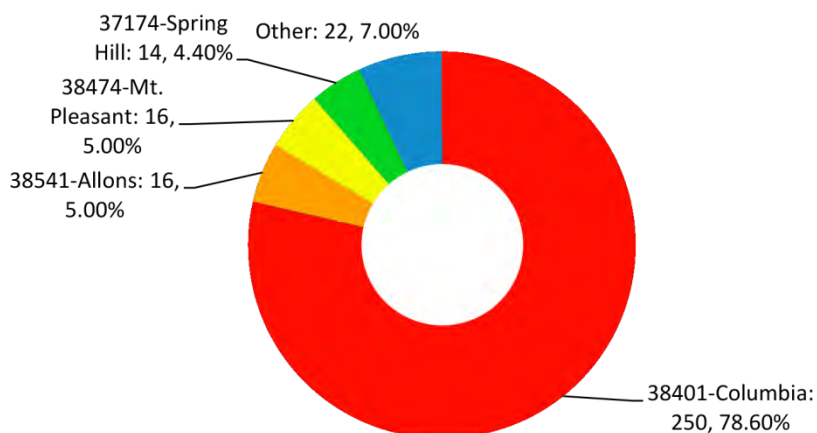
Age Distribution:

15 and Under: 9 (2.9%)
16-24: 8 (2.6%)
25-34: 76 (23.9%)
35-44: 147 (46.2%)
45-54: 48 (15.1%)
55-64: 13 (4.1%)
65-74: 5 (1.6%)
75+: 1 (0.3%)



Zip Code Location:

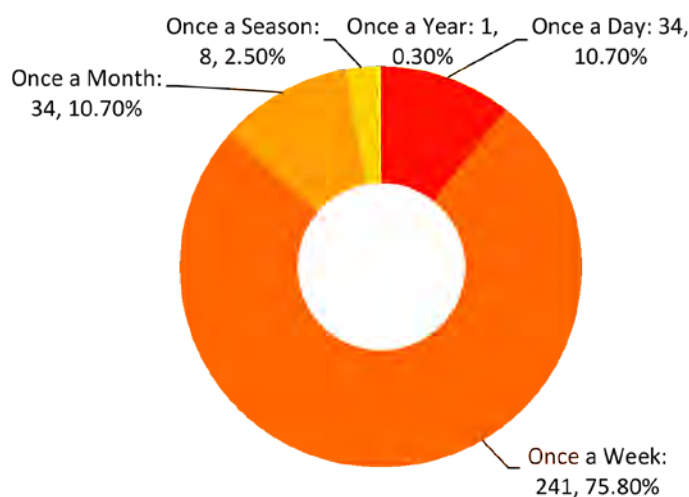
38401-Columbia: 250 (78.6%)
 38541-Allons: 16 (5%)
 38474-Mt. Pleasant: 16 (5%)
 37174-Spring Hill: 14 (4.4%)
 Other: 22 (7%)



USE OF PARKS AND RECREATIONAL FACILITIES

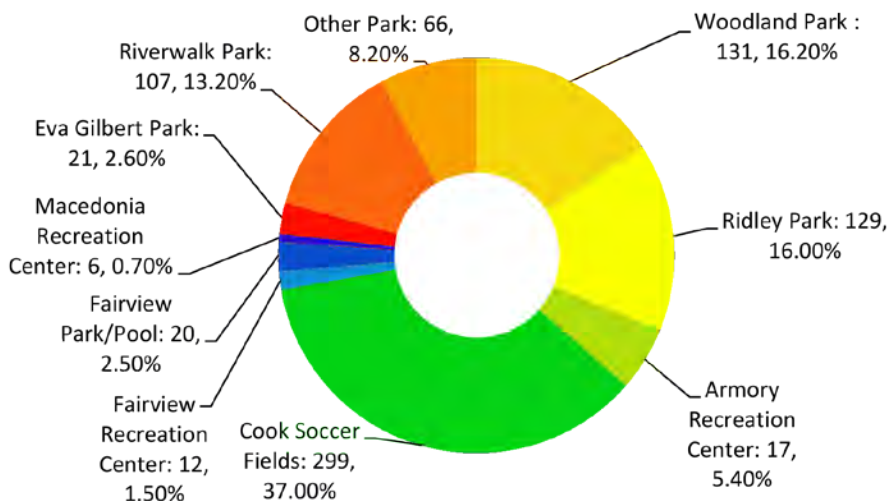
How often do you visit one of our parks or recreation centers?

Once a Day: 34 (10.7%)
 Once a Week: 241 (75.8%)
 Once a Month: 34 (10.7%)
 Once a Season: 8 (2.5%)
 Once a Year: 1 (0.3%)



Which park or recreation center does you or your family visit regularly?

Woodland Park: 131 (16.2%)
 Ridley Park: 129 (16.0%)
 Armory Recreation Center: 17 (5.4%)
 Cook Soccer Fields: 299 (37.0%)
 Fairview Recreation Center: 12 (1.5%)
 Fairview Park/Pool: 20 (2.5%)
 Macedonia Recreation Center: 6 (0.7%)
 Eva Gilbert Park: 21 (2.6%)
 Riverwalk Park: 107 (13.2%)
 Other Park: 66 (8.2%)



PARKS AND RECREATION SERVICES

In your experience what do you feel is the highest quality of service offered by the Parks and Recreation Department?

Athletic Fields (Ridley Park, Cook Soccer Fields, etc.): 211 (68.3%)

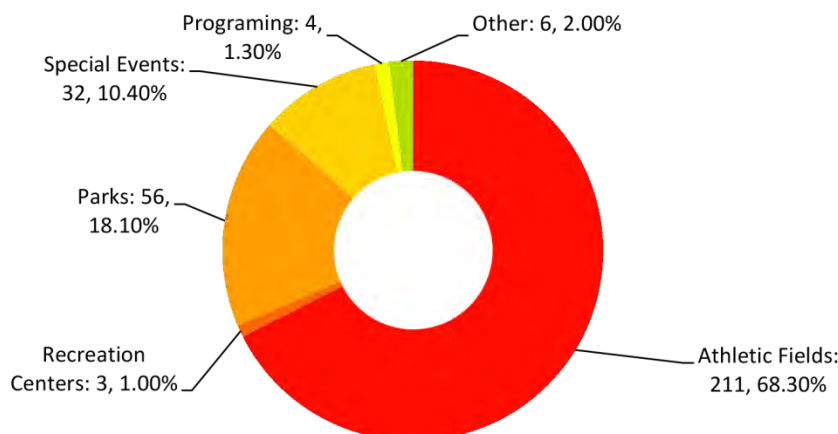
Recreation Centers (Armory, Fairview, and Macedonia): 3 (1%)

Parks (Woodland, Fairview, Riverwalk): 56 (18.1%)

Special Events (Midstate Classic, BBQ Cook-off): 32 (10.4%)

Programming (Family Mardi Gras, Hayride, etc.): 4 (1.3%)

Other (Rentals): 6 (2%)



In your experience which service offered by the Parks and Recreation Department would you like to see grow?

Athletic Fields (Ridley Park, Cook Soccer Fields, etc.): 190 (63.3%)

Recreation Centers (Armory, Fairview, and Macedonia): 38 (12.7%)

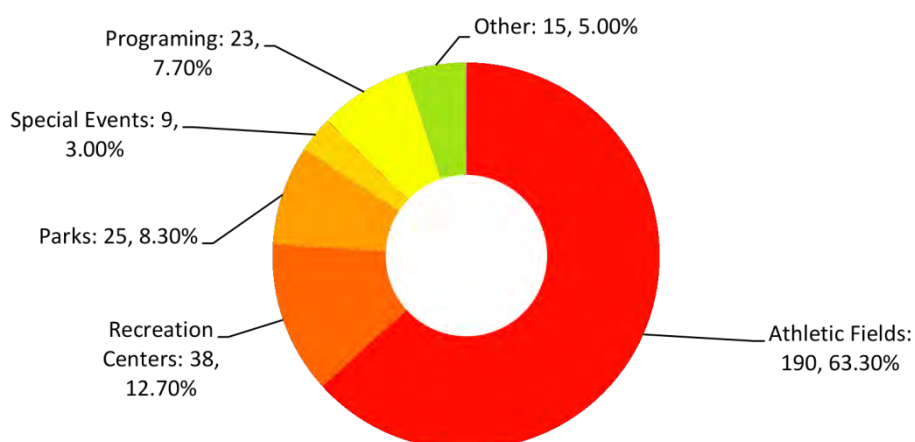
Parks (Woodland, Fairview, Riverwalk): 25 (8.3%)

Special Events (Midstate Classic, BBQ Cook-off): 9 (3.0%)

Programming (Family Mardi Gras,

Hayride, etc.): 23 (7.7%)

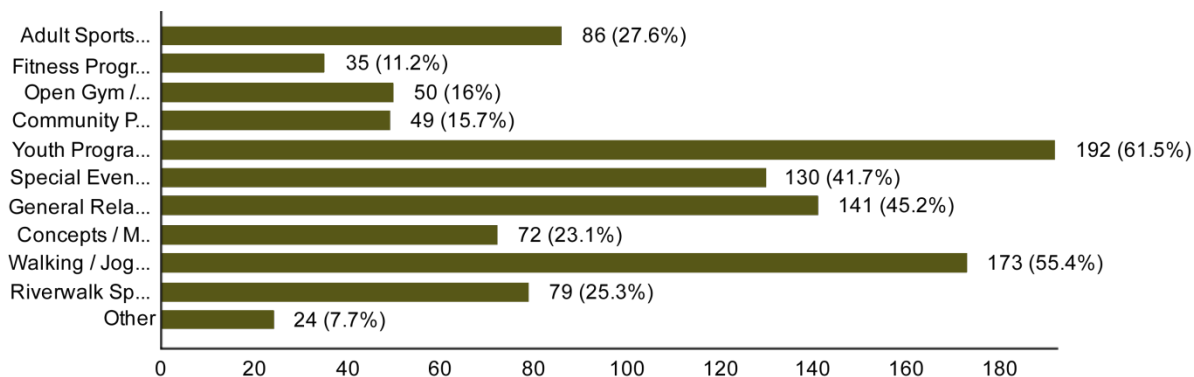
Other (Rentals): 15 (5.0%)



PARTICIPATION IN RECREATIONAL AND PROGRAMMING ACTIVITIES

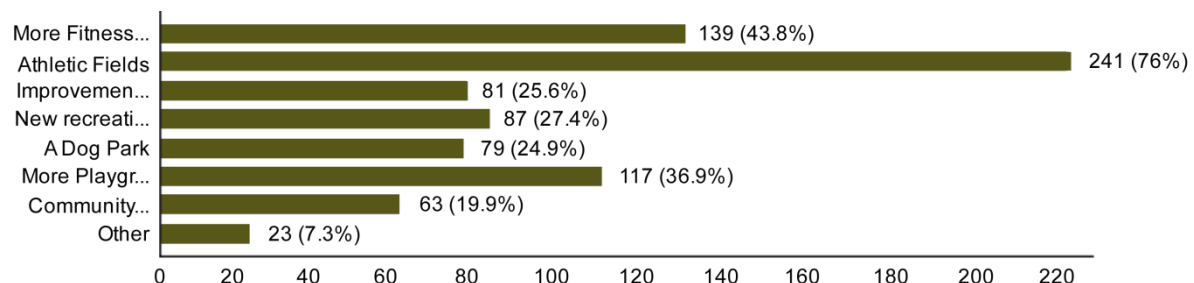
What types of recreational activities or program do you attend or participate in?

Adult Sports Leagues / Tournaments (Kickball, Baseball, Volleyball): 86 (27.6%)
 Fitness Programs (Twisters, Walk for the Health of It, etc.): 35 (11.2%)
 Open Gym / Court Sports (Basketball, Tennis, Volleyball): 50 (16%)
 Community Programming (Cooking Class, Youth Swim Lessons, etc.): 49 (15.7%)
 Youth Programming (Youth Basketball League, Family Hayride, Summer Playground, etc.): 192 (61.5%)
 Special Events (Midstate Classic, Muletown Barbecue Cook Off, Holiday Lights in the Parks, etc.): 130 (41.7%)
 General Relaxation / Leisure (Lunch at a Shelter, etc.): 141 (45.2%)
 Concerts / Movies in the Parks: 72 (23.1%)
 Walking / Jogging / Biking: 173 (55.4%)
 Riverwalk Splash Pad: 79 (25.3%)
 Other: 24 (7.7%)



What future developments or additions would you like to see made to our parks and or recreation centers?

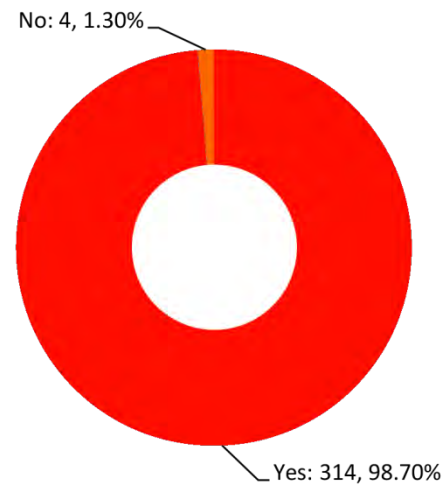
More Fitness Trail(s) (Walking, Jogging, etc.): 139 (43.8%)
 Athletic Fields: 241 (76.0%)
 Improvements to our recreation centers: 81 (25.6%)
 New recreation center: 87 (27.4%)
 A dog park: 79 (24.9%)
 More playgrounds: 117 (36.9%)
 Community gardens: 63 (19.9%)
 Other: 23 (7.3%)



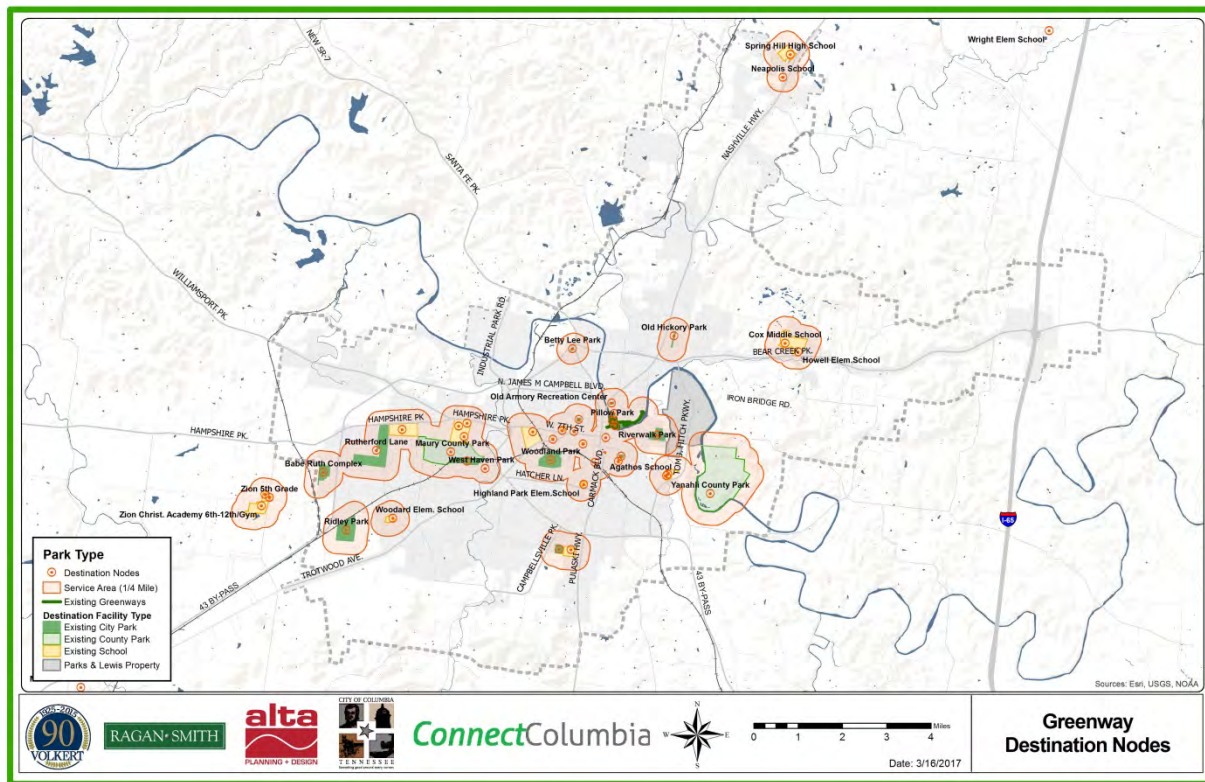
Would you be in support of utilizing state or federal grant funds to further develop and add to the parks systems?

Yes: 314 (98.7%)

No: 4 (1.3%)



Potential Greenway Destinations



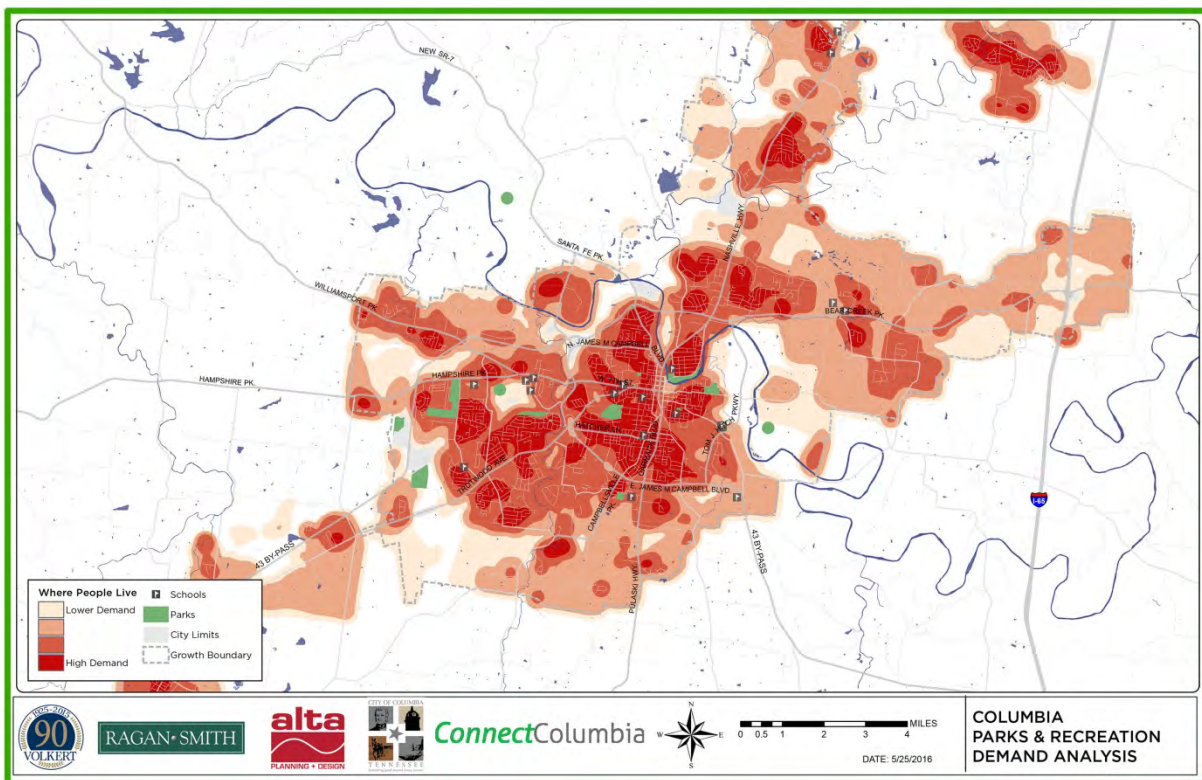
This map identifies existing park facilities, prominent public spaces, and locations of school at all levels, from elementary schools to Columbia State as potential destination points for greenway and multi-use trail routes. These destination points were assigned the quarter-mile standard, or five minute walk service area. When using the quarter-mile standard, the service area coverage for destination points reduces significantly. Areas around downtown and to the west near Columbia State have significant coverage. However, large portions of the city, especially to the south and northeast of downtown lack the ability to reasonably travel to parks.

Needs Assessment Maps (Based on current facilities)

DEMAND MODEL

The demand model identifies projected activity by analyzing spatial and tabular data from the City of Columbia and the U.S. Census Bureau. The model classifies the locations where people live, work, play, and learn into a composite map identifying where the greatest demand for parks and recreation facilities are located and what areas are being underserved by the park system.

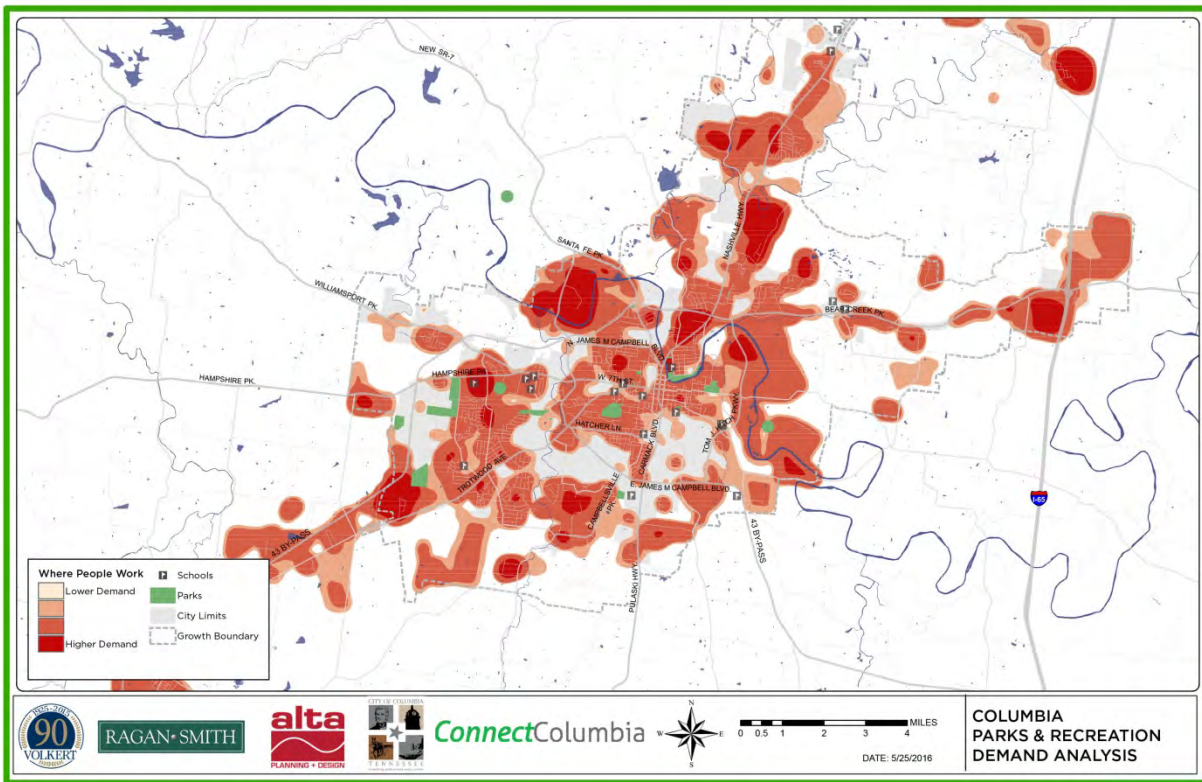
Where People Live



This map utilized 2014 census data to show block level population density. Locations of higher density represent probable locations for more trip origins. The areas with the highest population densities are located within the James Campbell Corridor and along the Nashville Highway Corridor.

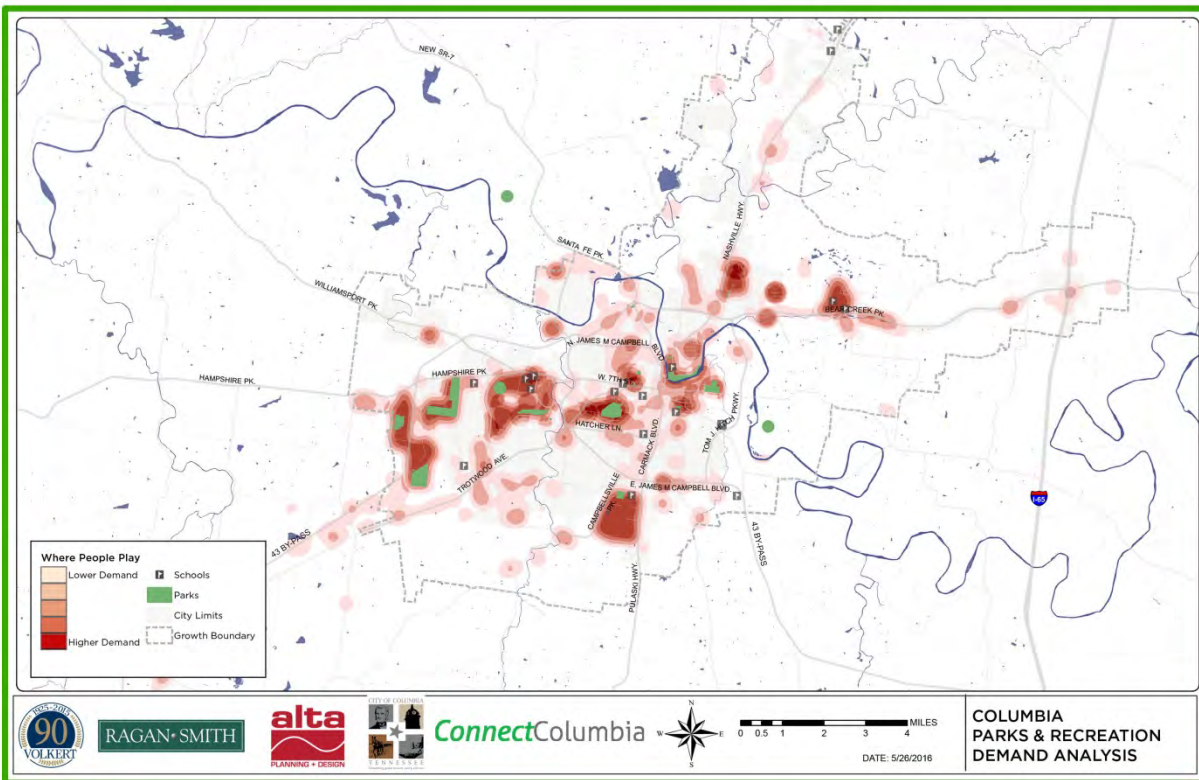
As for all maps, the areas shaded more deeply in red represent higher demand areas relative to the areas of lightly shaded red.

Where People Work



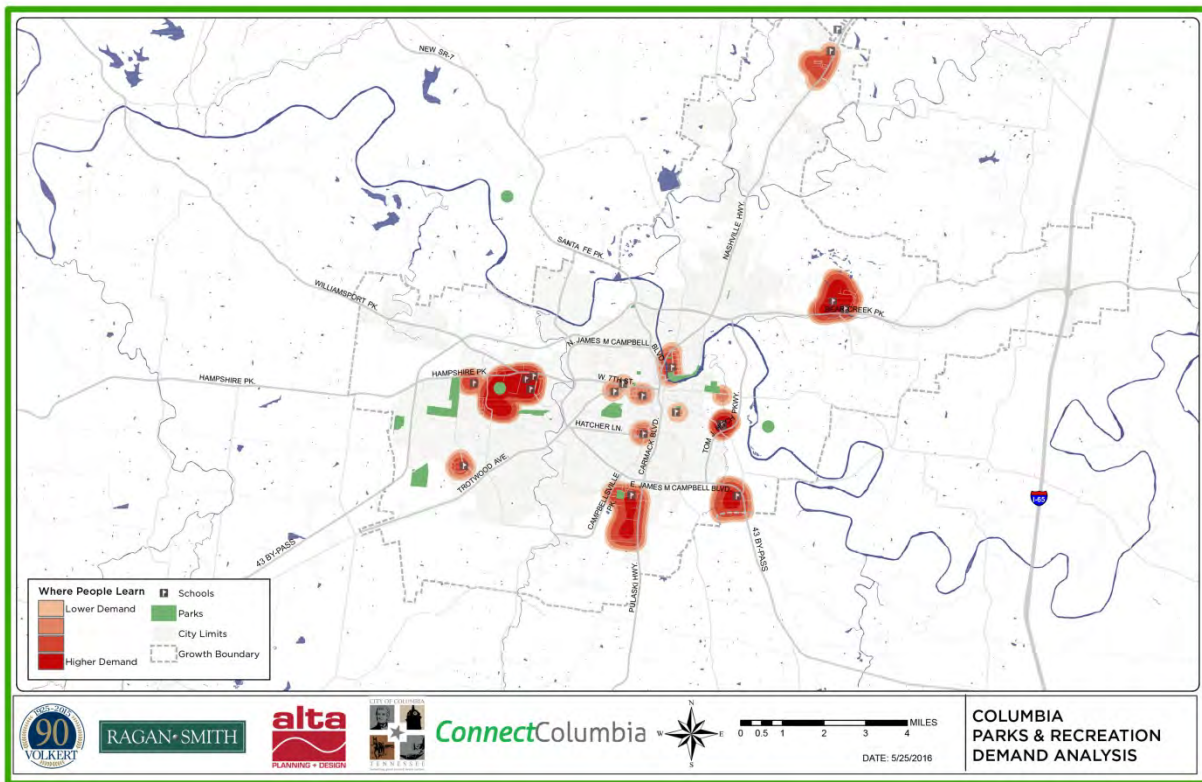
This map uses origin destination employment statistics data to show trip ends for people working in Columbia and Maury County regardless of residency. Areas with highest employment density are along the Nashville Highway, Industrial Park Road, The Trotwood Road corridor and Bear Creek Pike corridor especially at Interstate 65.

Where People Play



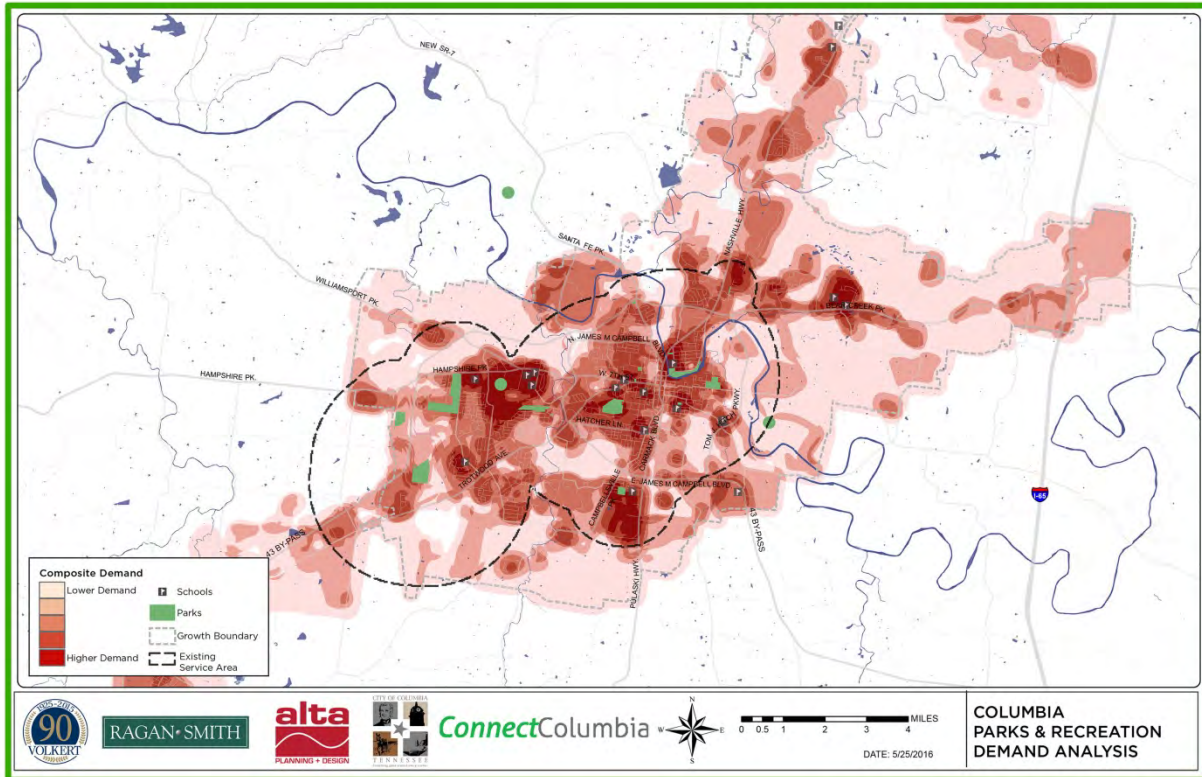
This map is a combination of entertainment, commercial establishments and recreational destinations. The analysis shows that the primary destinations are Downtown Columbia, existing parks, and the commercial shopping and entertainment area along James Campbell Boulevard on the south side of Columbia.

Where People Learn

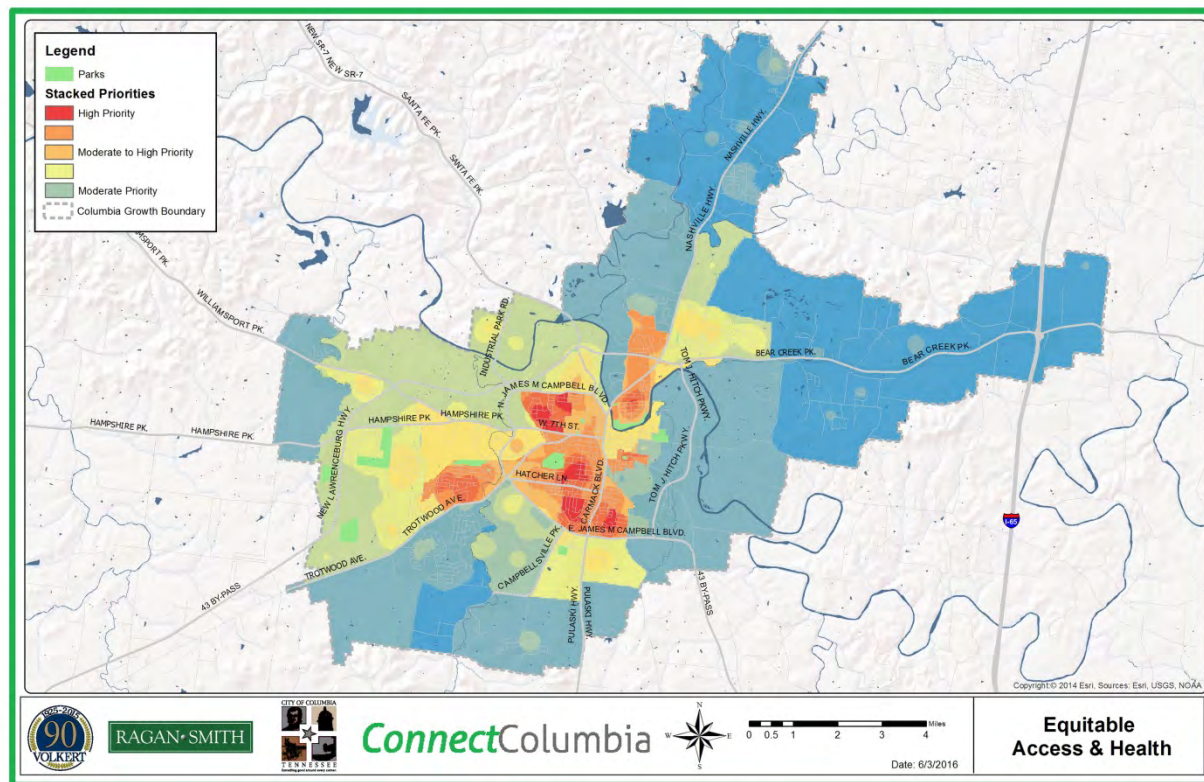


This map shows the locations of all schools in Columbia, from grade school to Columbia State. Schools are located fairly evenly throughout Columbia, except there is a significant gap in schools along the Nashville Highway Corridor to the North.

Composite Demand



This map displays the composite demand for the live, work, play, and learn factors. This is an important analysis because it shows where people are spending the most of their time. Most park users originate from their homes, place of work, or where they go for entertainment and recreation. The analysis shows a strong composite density in the downtown area (including the Columbia Arts District & Riverfront access), the Columbia State Campus, the retail area along James Campbell Boulevard, and along Bear Creek Pike. Additionally, this map shows existing facilities and the areas they serve. Areas that fall outside the existing service areas with high composite density clearly show the regions that are not currently being served and could greatly benefit from additional park facilities. The Nashville Highway and Bear Creek corridors north and north east of Columbia's center are highlighted as having strong demand and low service based on existing facilities and demographics.



This map displays the composite analysis for numerous health issues affecting the population of Columbia. Those issues being the likelihood of heart disease, likelihood of stroke, likelihood of diabetes, likelihood of obese adults, likelihood of respiratory disease, and likelihood of adults not meeting activity levels. These health issues were then weighted evenly for an analysis that identifies the areas of Columbia that have the highest levels of health concerns and could benefit the most from park facilities and trail opportunities.

Community Input Open House - Existing Conditions

Public input is an important component in parks and greenways planning. In addition to analyzing demographics and existing conditions, there is no better resource for identifying issues than receiving input from the public and their desires, opinions, and thoughts. For this plan, public input was gathered through a public survey process, and by hosting an open house on June 18, 2016 to share the goals of the plan and to interact with the public directly. The following is a summary of the community comments received at the public open house.

INPUT FROM PARKS & RECREATION DEMAND ANALYSIS MAP

- Need facilities in the north and east sides of Columbia
- Desire for additional athletic facilities like Ridley Park
- Desire additional pocket parks downtown
- Yanahli is an asset to be utilized

INPUT FROM GREENWAY DESTINATION NODES MAP

- Complete a greenway loop at Riverwalk Park (Along Carter Drive)
- Create stronger greenway connections to the river.
- River is an asset; add access points and blueway routes.
- Make a greenway connection along 6th street to Fairview Park and continue this connection to Yanahli
- Link greenways to Yanahli for camping, and blueway (canoe and kayak opportunities).
- Connect a greenway from the square to Woodland Park and residential communities south and west of the square.
- Link a greenway to Chickasaw Trace Park on the north-west side of town.
- Link the Downtown Area to the new Arts District and the old Union Station Train Depot.

INPUT FROM COMMENT CARDS

- There is a great need for parks and athletic facilities along Highway 31 & Bear Creek corridors.
- There is a desire for improved community centers that include a greater mixture of athletic facilities like basketball, swimming, and community rooms.
- Connect the Riverwalk Park to TVA property (Yanahli & Fairview parks)
- Fairview Park could be better utilized, strong link to highway.
- There is a desire for more bicycle opportunities.
- More dog parks.
- There is a need for more aquatic facilities for swimming.
- Add connectivity to surrounding communities.
- Make a loop that captures greenway opportunity from the dam to Yanahli and blueway opportunities from the new boat launch access to the dam.
- Make stronger bike and pedestrian connections from the Downtown Area to surrounding communities and the Arts District.

PARKS AND GREENWAYS FUTURE CONDITIONS

Future Projections

PARK FACILITIES

The City of Columbia has a variety of park facilities that vary in size, programming, and condition. The inventory of existing facilities and public input indicated that there is a strong desire for more parks like Ridley Park and for stronger greenway connections throughout Columbia. According to the 2040 population projection of 51,334 and the NRPA Standards, future emphasis should be focused on expanding the existing trail system, adding additional tennis courts, playgrounds, and outdoor basketball courts, while also expanding the overall park system to add more park acreage. Columbia would also be well served by a skate park and/or roller hockey facility, and an additional high end splash pad. Additionally, emphasis should be placed on upgrading existing park facilities to a quality comparable to that of Ridley Park and Riverwalk Park. This improved quality would apply to all types of facilities like fitness centers, playgrounds, picnic shelters and trails, not just athletic fields.

An assessment of the existing park facilities revealed that many of the parks in Columbia are in relatively poor condition, offer inadequate accommodations for pedestrians, lack in passive recreation, and underserve the surrounding community. Additionally, there is a need for a new community, recreation and fitness center that would house a variety of community and recreational functions. If a new community recreation and fitness center were to be built an opportunity exists to repurpose the existing Armory Recreation Center to accommodate a centralized maintenance facility that could serve existing and future parks. Emphasis should be placed on upgrading park facilities to provide sufficient park resources. As Columbia continues to grow, it will be important to provide sufficient park facilities in order to prevent degradation of existing facilities due to overuse and overcrowding, and a mismatch between the location of existing resources and the growth of the population.

There are potential facilities that can be added to existing park lands relatively easily, such as skate parks, and disc golf. The request for these specialty facilities align with recent national trends to offer more facilities for alternative active recreation.

Prior to the addition of any new facility, the City of Columbia should develop a master plan for any existing park that is identified for a new facility. The purpose of a park master plan is to develop a comprehensive vision for a specific park in the context with its location, natural resources, program elements, amenities, and the vision of the community. This vision is then used as a framework for the parks use and development for years to come. Depending on the size and complexity of the project, the City may decide to hire an outside consulting firm to guide the City through this master planning process.

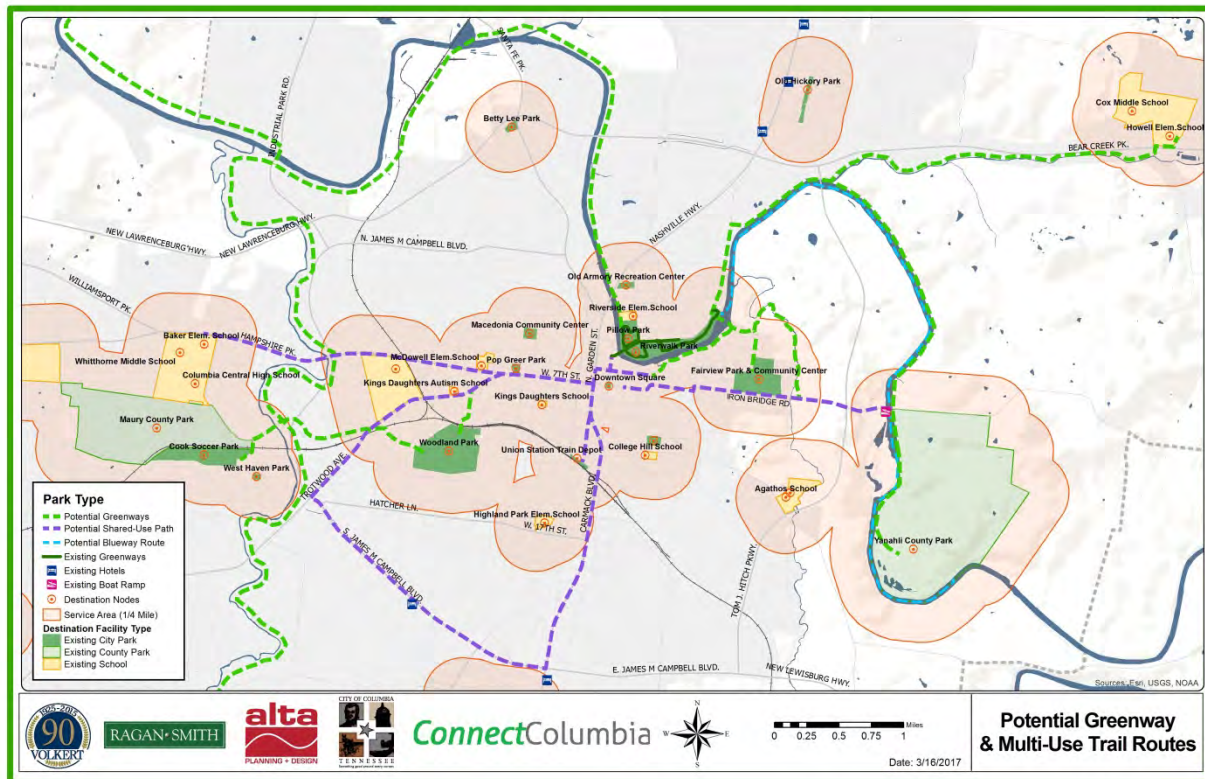
GREENWAYS

Greenways and the ability to walk or bike to destinations in and around the city overwhelmingly surfaced as a priority from public input. The top desired greenway destinations were Woodland Park, Fairview Park, Yanahli Park, the Duck River, the Downtown Columbia Square, and the surrounding districts. With only 1.5 miles of existing greenways, Columbia is currently underserved by 6 miles according to the NRPA recommended length of greenways for a city the size of Columbia and that number is anticipated to grow to 10 miles with the projected 2040 population growth. A dedication to the development and expansion of Columbia's greenway system is a critical recommendation for promoting health and wellness and improving the overall quality of life in Columbia and for the increased utilization of the City's current park and recreation facilities.

PROGRAMS

The current recreational programs are well loved and well managed in Columbia. The youth programs are heavily utilized and should continue to expand as the population grows. It would be good to continue to expand programs for the middle and older age population of Columbia. League and regional tournament play has provided a very positive economic impact to the city. Additional staff to maintain the heavily used athletic fields and manage park programming will be required as the city grows. There is an interest from the community in having more art and cultural classes for all ages of the population. A new community recreation center with updated class room facilities would help achieve this goal. Community events at Riverfront Park, like the farmers market, have been successful. The Riverfront Park lends itself to more community event and park programming opportunities.

Potential Future Greenway Routes



Insert 11x17 page for final document

ConnectColumbia

Parks & Greenways Plan

RAGAN-SMITH

Big Ideas for the Future



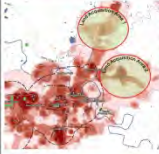
Land Aquisition:	Facilities:	Greenways, Bike/Pedestrian Connections:	Staff/Programs:
 Land Acquisition of 150+ Acres City of Columbia will need to acquire more park lands to keep with projected 2040 population growth and provide a good level of service to the Bear Creek & Nashville Hwy Corridors.	 Upgrades are Needed for Several Existing Parks such as Frierson-Johnson, Eva Gilbert, Betty Lee Park, and Old Hickory Park. These parks could add some small facilities to improve their overall service to surrounding neighborhoods.	 High Need for Greenway & Multi-Use Connections to existing parks and areas identified for future parks and development.	 Additional Staff for Programming that manages and promotes more organized sports leagues. A deputy director to oversee programming would be appropriate given the number of events the City of Columbia currently host and plans to expand.
 More Recreation Facilities such as basketball courts, baseball/softball fields, playgrounds, walking trails and dog parks. This coincides with NRPA standards & the strong community feedback requesting more athletic fields & playgrounds.	 Upgrade Facilities to ADA Compliance to make sure that facilities are available to persons with disabilities.	 Need for Additional Greenway Miles as Columbia is currently underserved and the gap will continue to grow as the population increases. According to NRPA standards the community could use an additional 10 miles of greenways.	 Additional Staff for Maintenance of parks and facilities management. A separate deputy director to oversee operations and maintenance would be appropriate. Especially to keep tournament fields available for play.
 Strong Need for New Community/Fitness Facility to replace the outdated facilities at Armory Park. Room for a new community/fitness center should be considered with any new land acquisition.	 Convert Armory Recreation & Fitness Center to maintenance facility for parks and recreation department. This could serve as additional office space for a centralized park maintenance department.	 Create a Walkable Community that plans for pedestrians and bicycles. This is a particularly important in meeting the needs of public health in the community.	 Plan for Future Growth of the City of Columbia along with the Parks & Recreation system by increasing staff and operating capacity.

TABLE 3 FUTURE PARKS AND RECREATION FACILITIES ASSESSMENT (USING GENERAL NRPA STANDARDS)

FACILITY	NRPA STANDARDS (MODIFIED FROM EXISTING MASTER PLAN – 1999)	RECOMMENDED BASED ON 2040 PROJECTIONS (ROUNDED TO WHOLE #)	CURRENTLY PROVIDED	DIFFERENCE
Overall Acreage	10.5 acre / 1,000 people	539	390	-149
Outdoor Basketball	1/5,000 people	11	3	-8
Handball	1/20,000 people	3	2	-1
* Tennis	1/2,000 people	26	18	-8
Volleyball	1/5,000 people	11	2	-9
** Baseball	1/5,000 people	11	14	+3
** Softball	1/5,000 people	11	13	+2
Football	1/20,000 people	3	3	0
** Soccer	1/4,000 people	13	11	-2
Disc Golf	1/50,000 people	1	1	0
Golf / Driving Range	1/50,000 people	1	1	0
*** Trail System	1 mile / 5,000 people	11	1	-10
Outdoor Pool / Splash Pad	1/ 20,000 people	3	2	-1
**** Indoor Pool	1/50,0000 people	1	1	0
In-line skating rink	1/25,000 people	2	0	-2
Roller Hockey Facility	1/25,000 people	2	0	-2
Skate Park	1/25,000 people	2	0	-2
Running Track	1/20,000 people	3	0	-3
Playgrounds	1/2,500 people	21	8	-13
Gymnasiums	1/20,000 people	3	2	-1
Community Center	1/ 50,000 people	1	3	+2

* There are several tennis courts available with local educational facilities

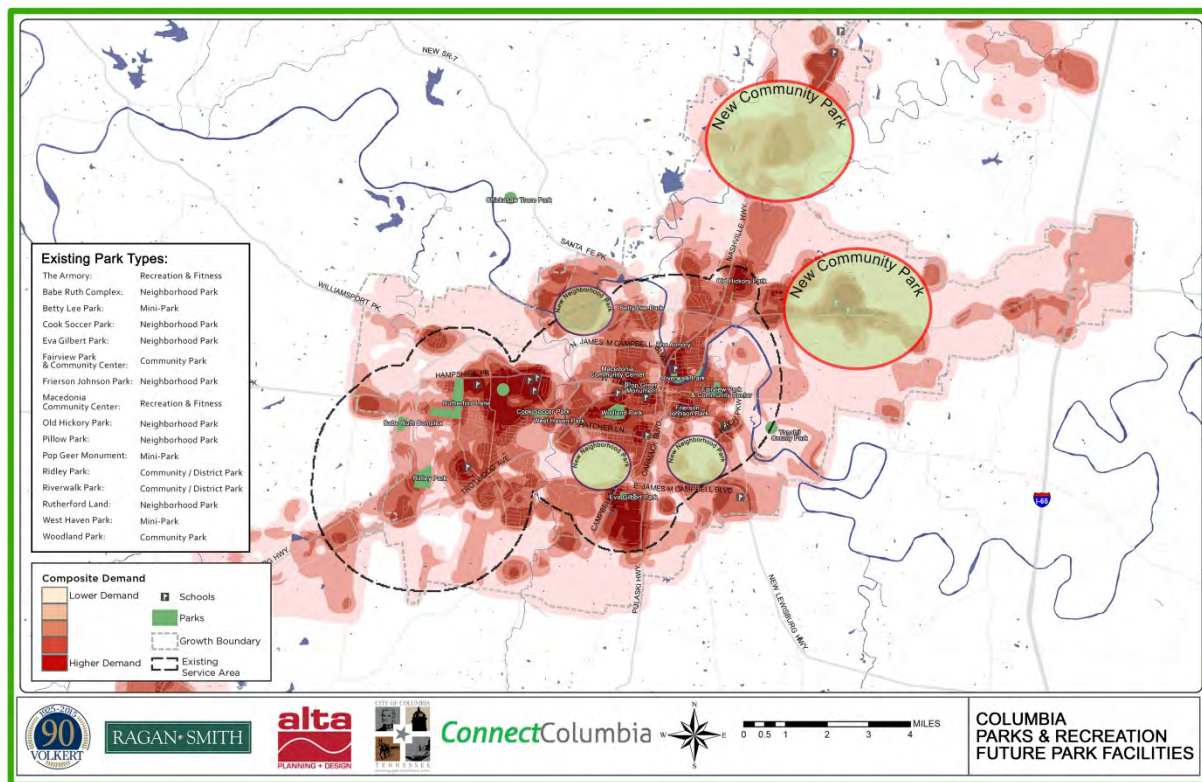
** Baseball, softball and soccer facility standards do not account for regional leagues

*** Trails and greenways increase value to all connected park facilities

LAND ACQUISITION

One of the biggest takeaways from the public input, the NRPA Standards and the 2040 population projections was the need for additional park space. The demand model in the previous chapter identified the north and east sides of Columbia as the areas with greatest need. This is consistent with the feedback received from the public open house. To provide an adequate level of service, Columbia can continue to protect its natural resources and meets its recreational needs by exploring other city owned property in these areas for repurposing existing parks and adding a greater mixture of recreational opportunities to existing parks that are underutilized. Park types and level of service should be determined based on a combination of demand and department resources. Based on future projections the City of Columbia will need to add a minimum of 150 acres to its park system to meet the level of service for overall acreage of park land established by NRPA guidelines. There is an opportunity to strategically plan for land acquisition in those areas that area currently under served and in the areas that will need future parks to meet the projected population growth for Columbia. As Columbia continues to grow, it will be important to provide sufficient park facilities in order to prevent degradation of existing facilities due to overuse and overcrowding, and a mismatch between the location of existing resources and the growth of the population. For community and regional park facilities land acquisition should specifically consider sites that could accommodate a new recreational fitness center and space for indoor programs. Ideally these sites will be in the range of 50 to 100 acres. For neighborhood parks acquisitions should target sites of 10 to 20 acres.

Potential Land Acquisition Areas



Community Input Open House – Future Conditions

PARK ACTIVITIES

Input was gathered at the community open house to review possible future facilities and programs. A strong interest in formal athletic fields and programs was expressed as an important desire for residents in Columbia. In addition to traditional active recreational activities like baseball, soccer and football, there are a variety of passive and active activities that can fit into the plans for future park expansion and into the retrofitting of existing parks. Input was selected at the open house regarding some of these activities. The following recreational activities received notable interest:

- Cultural and art classes and activities (levels for adults and youth)
- Climbing Structures (simulated rock climbing) and playground structures
- Dog Parks (currently represented by an active community effort)
- Nature based playgrounds
- Team Building Courses
- Community Garden Space (In conjunction with school sites)
- Horse Shoes

Choose Your Future Park Activities!

DOG PARK 1ST PRIORITY: 1 2ND PRIORITY: - 3RD PRIORITY: 1	BOUCE BALL 1ST PRIORITY: - 2ND PRIORITY: - 3RD PRIORITY: -	PUBLIC GARDENS 1ST PRIORITY: 2 2ND PRIORITY: - 3RD PRIORITY: -	WILDLIFE VIEWING 1ST PRIORITY: - 2ND PRIORITY: - 3RD PRIORITY: -	GEOCACHING 1ST PRIORITY: - 2ND PRIORITY: - 3RD PRIORITY: -	HORSESHOES 1ST PRIORITY: - 2ND PRIORITY: 1 3RD PRIORITY: 1
PLAY STRUCTURES 1ST PRIORITY: 1 2ND PRIORITY: - 3RD PRIORITY: -	CLIMBING STRUCTURES 1ST PRIORITY: - 2ND PRIORITY: 3 3RD PRIORITY: -	TEAM BUILDING COURSE 1ST PRIORITY: 1 2ND PRIORITY: 1 3RD PRIORITY: -	SHUFFLEBOARD 1ST PRIORITY: - 2ND PRIORITY: - 3RD PRIORITY: -	MOUNTAIN BIKING 1ST PRIORITY: - 2ND PRIORITY: - 3RD PRIORITY: -	NATURE BASED PLAYGROUND 1ST PRIORITY: 2 2ND PRIORITY: - 3RD PRIORITY: 1
PUBLIC OPEN SPACE 1ST PRIORITY: - 2ND PRIORITY: - 3RD PRIORITY: -	PICKLEBALL 1ST PRIORITY: - 2ND PRIORITY: - 3RD PRIORITY: -	ADULT ART & CULTURE 1ST PRIORITY: 3 2ND PRIORITY: 1 3RD PRIORITY: -	YOUTH ACTIVITIES 1ST PRIORITY: 1 2ND PRIORITY: - 3RD PRIORITY: -	What would you like to see offered by Columbia Parks & Rec? - GREEN - 1ST PRIORITY - BLUE - 2ND PRIORITY - YELLOW - 3RD PRIORITY	

PLAN IMPLEMENTATION

General Improvement Considerations

Based on an analysis of existing conditions, future projections and public input, there are some general factors to consider regarding the proposed improvement plans for future park, recreation and greenway facilities. These are overarching principles along with the Big Ideas for the Future, would apply to the general philosophy of improving the overall parks and recreation system.

IMPROVEMENT GOALS

- Maintain both active and passive recreational activities throughout the park system. A good overall balance as measured in units of area (acreage) is to achieve 60% of park space dedicated to passive use and 40% dedicated to active parks space. With this in mind, Columbia could use more passive park space.
- Develop a greater connection between existing and future parks using greenways, multi-use trails and bike routes. This will greatly increase the value of existing and future parks.
- Establish more restroom facilities, better lighting, and comfortable shaded areas throughout the park system for sitting, socializing and watching surrounding activities. Both informal and formal gathering spaces are important. This includes more rest areas along the existing and future greenway systems.
- Continue to upgrade existing park facilities to meet The Americans with Disabilities Act (ADA) standards to ensure equal opportunity for individuals with disabilities to have access to park facilities.
- Developing a comprehensive wayfinding signage program that has strong graphic communication, would benefit the park system. Wayfinding signage would be especially helpful in communicating with visitors and tourists from out of town. Signage efforts could also consider important historic and cultural destinations outside of the park system.
- Plan more community wide events for the River Walk Park. This facility has good capacity for special events.

- Initiate an additional community survey as future capital improvements are planned to inquire more in-depth questions about future programs, activities and facilities.

Improvements to Existing Parks

Most of the existing park facilities in Columbia are in need of upgrades. It is important to plan for improving existing facilities as this provides some of the greatest leverage in meeting citywide recreational demands. Some park properties are underdeveloped. These properties provide great opportunities to expand recreational opportunities without adding the additional cost of land acquisition or increased acreage to maintain.

ARMORY RECREATION AND FITNESS CENTER

This facility has great historical value and architectural character, but it is limited due to its age and lack of ADA accessibility. Its location is ideal to serve a large portion of the population but it will continue to require major investment to function as a long term recreation and fitness center. As the opportunity for a new recreation and fitness center becomes an option at other park property locations, this facility could be repurposed into a central long term parks and recreation maintenance facility. There is a fair amount of yard space available on the site with direct access to North Garden Street. The site could function as office space for operations and maintenance staff as well as a central yard for equipment and materials. Screening and visual considerations of this property from the public street is important. It would be relatively easy to connect this facility to Riverwalk Park with dedicated bike lanes, pedestrian walkways or a shared-used path along Carter Street. This would further extend pedestrian and biking opportunities for the existing greenway.

FAIRVIEW RECREATION CENTER / POOL AND ATHLETIC FIELDS

This facility should continue to expand on providing a mixture of recreational opportunities. The existing athletic fields are well suited to serve smaller local league events or practice, but there is no room to expand the major athletic fields. This park would be well served by a perimeter walking trail, along with additional shelters, playgrounds, tennis courts and aquatic facilities. Additionally,

more trees and shade structures should be installed to provide park visitors refuge from the sun. This park location is especially important in relation to serving the population on the east side of Columbia and it is well positioned to connect to an expanded greenway and/or shared-use path system along the Duck River and along Iron Bridge Road.

MACEDONIA RECREATION CENTER

This facility offers the community an opportunity for indoor recreation with limited outdoor playground space. Expansion opportunities for this park include picnic shelters, outdoor basketball courts, tennis courts, or even additional playground space. The topography of the site creates some challenge to expansion opportunities but this could be overcome with terracing the site.

COOK SOCCER FIELDS

This park is very popular for local soccer and open field play. As Ridley Park expands for tournament soccer, the Cook Soccer Fields become key for secondary events, practice, and local community sports. This park is in need of improvements to provide visitors with additional shaded seating areas as well as making the fields and the surrounding park support facilities ADA accessible. Furthermore, it would be advisable to provide a walking trail system throughout the park along with a pedestrian connection between the Cook Soccer Fields, the adjoining Maury County Park and the William P. Ridley 4-H Center immediately to the north. This park would benefit from a stronger informational and wayfinding signage program because of its location off the primary collector street system.

EVA GILBERT PARK

The football practice fields have been removed from the park as Ridley Park will serve to accommodate new football fields. The current facilities provide for limited baseball and softball use with large areas for unprogrammed open space play. This park is currently underutilized and deserves to be reprogrammed with a new master plan that would include input from the surrounding community and possible collaboration with the adjacent school. Its location near South James Campbell Boulevard and Joseph Brown Elementary

School make it an important neighborhood park for the south side of Columbia. This property should be a priority for new programming and development.

MAHLON RING BABE RUTH BASEBALL FIELD

This underdeveloped park has some limitations in that it is somewhat isolated and removed from the rest of the park system. It is easily accessed via the 43 By-pass, but is surrounded by industrial land use. One option recommended for this property would be to acquire additional acreage so the park could serve as a larger community park providing a balance of passive and active recreation opportunities for the west side of Columbia. With additional acreage and infrastructure, it may also have the capacity to function as a large athletic facility for tournament play. An additional option recommended for this property would be to liquidate it and utilize the funds for a land swap at a better site located in a high demand area that is currently underserved.

RIDLEY PARK SPORTS COMPLEX

Ridley Park is currently undergoing major improvements that will add soccer facilities as well as football facilities to the existing high-end baseball and softball facilities. It has become the premier athletic park in Columbia and is programmed with a rigorous schedule of athletic events and tournament play. Ridley Park has been a very positive economic benefit for the City. Additional amenities such as shade structures, play spaces, bathrooms and pedestrian connections / trails will be needed as part of the current upgrades to the park. With Ridley Park's focus on athletic facilities, it will be important to provide a balance of opportunities for local neighborhood parks, and passive use activities as the city grows along the Trotwood Avenue corridor.

BETTY LEE PARK

Betty Lee Park provides a great opportunity for a mini neighborhood park. It currently has a small playground that lacks ADA accessibility. This park should be programmed through a master plan effort that includes input from the surrounding neighborhood. Additional playground space, picnic shelters, ADA compliant access and landscape elements would all be appropriate improvements for this space. This property should be a priority for additional facilities and upgrading.

FRIERSON-JOHNSON PARK

The existing facilities for this park do provide some service to the neighborhood but there is a large amount of unutilized space in the park. Additional basketball courts, playground equipment, a walking trail and landscape amenities would all be welcomed improvements. This park would benefit greatly from a master plan that includes input from the surrounding neighborhood to upgrade the park facilities and provide greater opportunities for recreation. This property should be a priority for additional facilities and upgrading.

OLD HICKORY PARK

This park is currently underutilized but has great potential for a mini neighborhood park. This park is located in the Nashville Highway growth corridor and could serve both the surrounding residential neighborhoods as well as the commercial development along Highway 31. Playground elements, picnic shelters, a walking path and parking facilities would all be appropriate additions to this park. Its proximity to Allen Branch could promote strong natural elements into the park. This property should be a priority for new programming and development.

POP GEERS MEMORIAL PARK

This park has strong historical value and functions primarily for passive recreational use. It serves well as a gathering place on community parade events like Mule Day and Christmas parades that occur along West 7th Street. A major challenge to developing this park further involves the steep slopes and limited access to the park. Upgrades to pedestrian access, repairing the stone walls and adding additional landscaped seating could benefit the park experience. Improvements to the park should be done with sensitivity to its historical nature.

RIVERWALK / PILLOW PARK

This park contains the only prominent greenway trail in Columbia. The greenway is a valuable asset that needs to be expanded throughout the city. The size of the park and its proximity to the Duck River and the Downtown Square make it

a popular space that can be programmed for more community events. The park has room for more active recreational facilities like basketball, volleyball and playgrounds. The existing splash pad could be upgraded to a larger and higher end facility. Pedestrian lighting should be improved along the bridge connecting the park to the Downtown Square.

WEST HAVEN PARK

This park functions as a green space in the center of a roundabout. The size and location do not make it well suited for park activities other than potential social gathering space and unprogrammed activities. No changes are currently recommended for this space.

WOODLAND PARK

Woodland Park is an outstanding example of good balance between passive and active recreational facilities. The natural landscape adds significant value to the park experience. The new addition of a disc golf course to the park has proven to be a popular feature. The upgraded tennis courts are also very popular to users and experience heavy use. Other than the addition of a splash pad to Woodland Park, no major changes are proposed. Continued focus on maintenance and upkeep of the park facilities should be the focus for this park. The addition of wayfinding signage could be of great benefit to this park as it is located on a secondary and somewhat circuitous travel route.

New Park Areas and Facilities

Based on an analysis of anticipated growth, land use changes, major transportation corridors, areas were identified that have a high demand for park and recreation services. The City of Columbia should acquire additional park land and build new park facilities along the high demand Bear Creek Pike and Nashville Highway corridors. There is also a need to establish new neighborhood parks in some of the high demand and anticipated growth areas in other parts of Columbia. New park land acquisition on the west side of Columbia is not as high of a priority in part because of the existing Maury County park facilities already established in this area. Additionally, the City of Columbia would be well served to consider partnering with Maury County for

connecting county and city parks with greenways, coordinating open space planning and the possible development of a collaborative dog park project in the future.

It is recommended it be required by the City of Columbia for private development to fully incorporate the routes and park locations recommended by this Plan. This plan's policy should be interpreted broadly, since exact future conditions and locations are unknown, therefore development may occur in such a fashion that was not considered by the planning process upon which this plan is based. However, the proposed acquisition areas and connectivity concepts presented in this document should be maintained and required as a part of future development proposals. Land use and site design decisions that incorporate greenway and parks infrastructure as a basic element of the site development process should be encouraged by the City. Furthermore, any lands proposed for annexation into the City after the adoption of this Plan should be integrated into the City's parks and greenway network as well as abide by the recommendations and policies of this Plan.

NEW LAND AND PARK SITES

1. One to two new community parks of 50+ acres that can accommodate a mixture of both active and passive uses should be developed on the northeast side of Columbia. A community park in this area should provide the opportunity to build a new community fitness and activity center. This would also serve as a potential site for additional baseball fields to accommodate regional tournament play given the possibility of close access to the interstate and existing hotel accommodations.
2. Three new neighborhood parks of 10 to 20 acres in the following areas should be developed to accommodate future growth and meet recreational demand:
 - One new neighborhood park along East James M Campbell Boulevard.
 - One new neighborhood park on the southeast of town.
 - One new neighborhood park near the Santa Fe and Industrial Park Road Interchange.

Neighborhood parks in these areas should accommodate a mixture of both active and passive use activities. Additional basketball courts,

tennis courts, and playground facilities should be high priority for these parks because according to NRPA standards there is a projected need for more of these features in Columbia. Neighborhood parks should also incorporate amenities like walking trails, shelters, seating and shade. Additionally, the City's Subdivision Regulations and Zoning Regulations should be amended to include provisions that require parks, greenways, and multi-use facilities, as outlined by this plan, to be provided as part of the development review process.

3. The City should also plan to integrate more mini parks into the fabric of Columbia as new areas develop and old areas redevelop. These small parks of 1 acre or less serve as places for social interaction, reflection and relaxation. Mini parks can also provide good opportunities to meet open space requirement as well as for public art and historic or cultural monuments. They should be incorporated into new residential, office and commercial sites as part of the development review process as required by the amended Subdivision Regulations and Zoning Regulations that require parks, greenways, and multi-use facilities. Maintenance of these small parks can be integrated into private property management organizations placing them outside of the formal park and recreation department's maintenance and programming requirements.
4. Plans should be made to accommodate a major upgrade to the main park administration headquarters to accommodate ADA access or a new park administration building should be provided at one of the new park sites.
5. A central maintenance facility will be needed to accommodate operations and maintenance staff and equipment. This could be a redevelopment of the Armory Center or a new maintenance facility provided at one of the new park sites.

New Greenway Improvements

Based on NRPA standards, Columbia could use an additional 10+ miles of greenway connections throughout the city. Public input suggested that walking, biking and nature trails were all of high priority for the community. As new development occurs, by the City of Columbia should require for private development to fully incorporate the greenway and multi-use routes recommended by this Plan.

1. Extending the existing Riverwalk Greenway to Fairview Park and connecting further out to Yanahli County park is suggested as a high priority goal. This extension could be further connected along the north side of the Duck River with a loop back to Riverwalk Park. In addition to this greenway loop there is great potential for a Duck River blueway connection from the existing boat ramp on Iron Bridge Road to the dam at Riverwalk Park. The combination of a greenway – blueway loop lends itself to great tourism potential for Columbia.
2. An additional eastern spur along Bear Creek to connect to Cox Middle School and Howell Elementary School would provide strong opportunities to serve growth on the east side of Columbia.
3. The combination of a multi-use trail and greenway link from the Downtown Square to the Arts District, then continuing to Woodland Park and Cook Soccer Park would serve as an excellent way to link key destination points on the south side of town.
4. West 7th and Trotwood serve as primary collectors to key destination nodes along the west and southwest sides of Columbia. Given the anticipated growth and traffic along these corridors it will be important for Columbia to plan multi-modal options of transportation along these corridors. A greenway along Bigby Creek that connects to shared-use paths along the West 7th and Trotwood corridors would provide strong pedestrian and bicycle connections on the west side of Columbia.

Greenway Design Standards

INTRODUCTION

The contents of the following section are to be used as a guideline for designing and constructing future multi-use paths in different contexts throughout the study area. The majority of the guidelines are recommendations, therefore each application shall be studied independently to come up with the most efficient and functional design. Multiple national references were consulted during the creation of these guidelines, but it is the responsibility of the designer to ensure that their plans meet all local, state, and federal requirements.

GENERAL TRAIL DESIGN

Greenways, which also is called multi-use trail, can be made use many different types of materials, anything from a natural surface to a more dense asphalt

trail depending on how heavily the use will be. It is important to include multiple strategically placed access points from surrounding key communities and roads. These trails are designed to allow multiple different uses, like pedestrians, strollers, roller blades, wheelchairs, bicycles, etc. These trails must meet ADA and Public Rights-of-Way Accessibility Guidelines (PROWAG), in addition to any other local, state, and federal requirements for safety and accessibility. The dimensions of the trails shall be as follows:

- 8 feet as a minimum, but in areas that are going to see heavier use, or trails that run along TDOT roads, the minimum width is 12 feet. Both sides should also have at least a two foot clear area with an additional foot on each side for site furnishings.
- 8 feet as a minimum overhead clearance, but 10-12 feet is recommended.

SIGNALIZED INTERSECTION CROSSINGS

Crossings can create dangerous situations for pedestrians, especially in a more urban setting. Trails should be terminated at strategic points, which typically end up being at a local street or intersection. It is encouraged to have crossings at the existing signalized intersections throughout the study area because the designer can take advantage of traffic signals that already bring automobiles to a stop. Minimal modifications to the existing signals allow for greenway users to cross roads safely and comfortably. An additional safety features are:

- proper signage
- flashing lights
- a change in pavement patterns
- roadway markings
- or a “table top” intersection.

The warning options and distances are calculated based on the driving speed, line of sight, along with traffic volumes at each crossing and should be reviewed by the proper local, state, or federal agency to ensure that the crossing utilizes the required safety features.



AT-GRADE CROSSINGS

Crossings of this type will need to occur at certain places in Columbia. At-grade crossings should be located at least 400 feet from a signalized intersection. If the crossing is located less than 400 feet, then the designer should try and relocate the crossing so that it is integrated into the design of the signals. Crossing at-grade can be achieved by utilizing proper signage, but many times a High intensity Activated crossWalk (HAWK) system will be used in higher density areas. A HAWK system provides protection at crossings by stopping traffic with a signal only when activated by a pedestrian. The signal is only activated when a pedestrian presses a button that makes the signal start flashing yellow, which then changes to a solid yellow, then to a solid red light. Once the lights are activated, all cars must come to complete stop, and a pedestrian light is displayed, which lets the pedestrian know when it is safe to cross. When possible, it is recommended to install a pedestrian refuge island, especially in heavy traffic and high speed roads, to help facilitate a more comfortable crossing. Like other signalized crossings, it is important to calculate proper warnings and distances for each individual crossing point as well as include the proper ADA and PROWAG accessibility requirements.



BRIDGE, UNDERPASS, & TUNNEL CROSSINGS

There are multiple other types of crossings that don't interfere with the flow of vehicular traffic. The following crossing types decrease the amount of pedestrian interaction with vehicles, therefore creating a safer, less stressful experience.

One type of crossing is the use of a bridge. Bridges are more commonly used when crossing a natural feature, like a creek, but can be used to cross streets as well. In some cases, a boardwalk may be required if trying to cross wetlands or areas that have poor drainage. Underpass and tunnel crossings have similar benefits as a bridge, but are normally used when crossing a road or railroad as opposed to a natural feature. All of these types do allow for a safe crossing, but they also require a much larger monetary investment. There are also public safety hazards that need to be addressed by installing additional elements, like lighting or additional drainage elements, that at-grade crossings do not have.



LINKAGE TRAILS

Greenways may have limited access points, which leads to the need of having dedicated trails that link surrounding residential and commercial areas to the proposed greenways and multi-use routes. These trails can be made of all different types of materials, but because these portions of the trail are not as heavily traveled, many times they are comprised of a natural surface, like wood chips, crushed aggregate or compacted dirt. Furthermore, because of existing conditions and access limitations, linkage trails won't always be ADA accessible.



Improvement Cost Evaluation

The following elements and factors should be considered in future park and recreation capital improvement plans to accommodate future growth for the City over the next 20 to 25 years:

- Land Acquisition for Community and Neighborhood parks
- Major extension of community greenway systems and share use trails
- Development cost for 2 Community Parks
- Development cost for 3 Neighborhood Parks
- Planning, re-development and re-programing of the following parks:
 - Eva Gilbert Park
 - Old Hickory Park
- Improvements and additional facilities / upgrading of the following parks:
 - Fairview Park and Recreation Center
 - Macedonia Recreation Center
 - Cook Soccer
 - Frierson-Johnson
 - Pop Geers Memorial Park
 - Riverwalk / Pillow Park
- Upgrades to administration office at woodland park or a new facility
- Upgrades to Armory Center to create a central maintenance office or a new central maintenance facility
- Other facility considerations:
 - Skate Park
 - Roller Hockey Rink
 - Aquatics Center
 - Indoor / Outdoor Nature Center

Ridley Park, Woodland Park as well as the Armory Recreation and Fitness Center will need ongoing maintenance and up keep. These park facilities have recently been the focus of major park improvements and facility additions, therefore will likely not need any major renovations. The exception to this would be the conversion of the Armory Recreation and Fitness Center into a maintenance facility.

TABLE 4 – PROJECT SCHEDULE

FACILITIES	SHORT TERM (2020)	MID TERM (2030)	LONG TERM (2040)	TOTAL
Community Parks	1	1		2
Neighborhood Parks	1	1	1	3
Total Acres	±70	±46	±33	±149
Miles of Proposed Greenways/Multi-Use Trails	4	3	3	10
Community/Recreation Centers		1		1
Outdoor Basketball	5	2	1	8
Handball			1	1
Tennis	4	2	2	8
Volleyball	4	3	2	9
Baseball				-
Softball				-
Football				-
Soccer		2	1	3
Disc Golf				
Outdoor Pool / Splash Pad			1	1
Aquatic Center			1	1
In-Line Skating / Roller Hockey Rink	1		1	2
Skate Park	1		1	2
Running Track	2		1	3
Playgrounds	7	4	2	13
Picnic Areas	4	4	4	12
Picnic Shelters		1	1	2
Nature Center		1		1

Recommendations for Department Staff

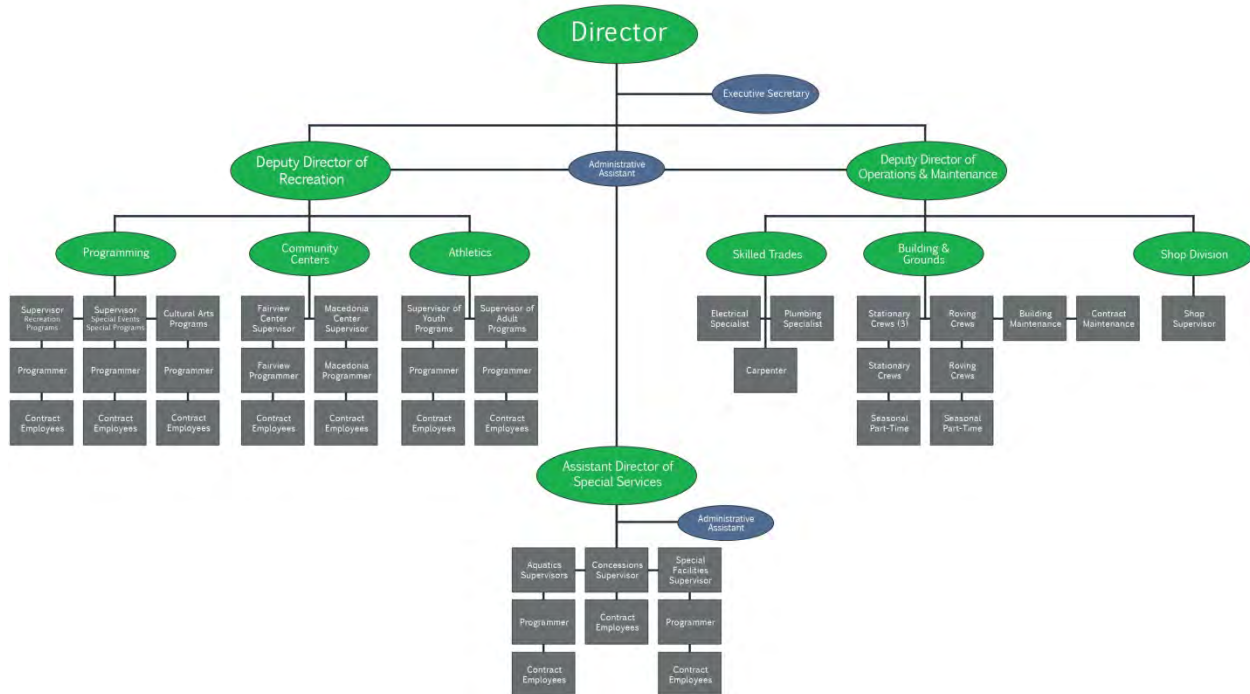
Based on the growth of the City of Columbia parks system, the high demand placed on athletic facilities, the management demands of recreational tournaments and anticipated increase in park programs and acreage the following chart depicts the suggested structure for the future parks and recreation staff:

Insert 11x17 page for final document

ConnectColumbia

Parks & Recreation

Proposed Organizational Chart



INDEX – COMPARISON OF CLAYTON, NORTH CAROLINA COMMUNITY CENTER

A MULTI-PURPOSE FACILITY

The Clayton Community Center is a 32,000 sq. ft facility is a multi-purpose building that includes art and pottery classes, fitness equipment, a large gymnasium and an indoor walking track (1/16 mile). Columbia should seek to develop a similar facility that can serve multiple age groups with an opportunity for diverse activities

EXAMPLE PHOTOGRAPHS OF CLAYTON COMMUNITY CENTER



APPENDIX – PRORAGIS COMMUNITY COMPARISONS

NRPA has initiated a program to collect data from parks and recreation departments from municipalities of all sizes from across the country and organize the data in a cohesive manner to be shared nationally. This data is organized into the PRORAGIS report, and can be accessed in real time to compare the City of Columbia with other Parks Departments across the country. Tables 4 - 18 correspond with all the data categories in the report and provide a quick cross comparison of cities of similar size.

TABLE 6 - AGENCY SUMMARY

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
Jurisdiction Information				
Agency/Department's Jurisdiction Type	City	City	City	Town
If "Other," please describe:				
Jurisdiction Country	US	US	US	US
If "Other," please describe:				
Jurisdiction State/Province	IN	KY	TN	NC
Jurisdiction Total Operating Budget	\$35,973,342	\$47,000,000	\$2,237,300	\$20,132,000
Jurisdiction Annual Capital Budget	\$6,958,868	\$15,000,000	\$2,230,000	\$2,514,000
Jurisdiction Ethnic Distribution (will not necessarily total to 100%)				
a. White/Caucasian Persons	64.9%	82.0%	89.5%	88.3%
b. Black/African American Persons	28.1%	11.9%	3.6%	5.8%
c. American Indian/Alaska Native Persons	0.4%	0.3%	0.0%	0.3%
d. Asian Persons	0.7%	0.5%	5.2%	2.3%
e. Native Hawaiian/Pacific Islander Persons	0.0%	0.1%	z	
f. Hispanic or Latino (any race) or Spanish Origin Persons	5.0%	3.6%	1.9%	5.3%
g. Other				
If "Other," please describe:				
Square mileage that your incorporated jurisdiction serves	23	13.7		15
Jurisdiction per Capita Income	\$16,995	\$19,985	\$49,857	\$47,666
Jurisdiction Median Household Income	\$39,520	\$35,352	\$113,294	\$80,697
Jurisdiction Population	31,479	40,956	40,123	27,481
Jurisdiction population that is younger than 18 years of age	26.0%	23.3%	29.0%	22.9%
Jurisdiction population that is older than 65 years of age	18.0%	10.4%	16.1%	10.1%
Jurisdiction population below the poverty line	28.4%	26.4%	0.0%	8.5%
Jurisdiction population growth	-6.0%	1.1%	0.0%	10.4%

rate 2010-2013				
Are other Publicly funded service providers providing parks and recreation services in your jurisdiction? (Check all that apply)				
a. Charter/Private Schools	No	No	No	Yes
b. Police Athletic League (PAL)	No	No	No	No
c. YMCA/YWCA	Yes	No	No	Yes
d. Boys and Girls Clubs	Yes	Yes	No	No
e. Another Public Agency	No	Yes	No	No
f. Other	No	Yes	No	Yes
If "Other," please describe:		Church, Fire / EMS, Private Individuals and Organizations		Mecklenburg County
Agency Operations				
Resources Available				
Operating Budget				
Total operating expenditures for your fiscal year?	\$2,606,465	\$2,108,307	\$2,237,570	\$1,937,000
What percentage of your total operating expenditures are in the following categories?				
a. Personnel Services	61.0%	82.0%	51.0%	23.0%
b. Operating Expenses	39.0%	18.0%	49.0%	77.0%
c. Capital Expense not in CIP				0.0%
d. Other				0.0%
If "Other," please describe:				
What percentage of your total operating expenditures came from the following sources?				
a. General Fund Tax Support	44.0%	99.0%	71.0%	81.0%
b. Dedicated Levies		0.0%		0.0%
c. Earned/Generated Revenue	53.0%	1.0%	28.0%	0.0%
d. Other Dedicated Taxes	3.0%			19.0%
e. Sponsorships		0.0%	1.0%	0.0%
f. Grants				0.0%
g. Other				0.0%
If "Other," please describe:				
What are your department's TOTAL non-tax revenues for your fiscal year?	\$1,931,007	\$14,900	\$893,336	\$506,000
Capital Budget				
Total Capital Park Budget for Next 5-Years	\$2,500,000	\$2,950,000	\$2,594,000	\$25,000,000

Total Capital Budget this Fiscal Year	\$1,025,275	\$700,000	\$2,230,000	\$4,350,000
What percent of your current fiscal year's Capital Budget is designated for the following purposes?				
a. Renovation	77.0%		24.0%	15.0%
b. New Development		100.0%	76.0%	85.0%
c. Acquisition				0.0%
d. Other	23.0%			0.0%
If "Other," please describe:	new equipment & fleet			
General Obligation Bonds Authorized this year		2,950,000		4,200,000
Revenue Bonds Authorized For Parks		0		0
Personnel				
Full-time Equivalent Employees (FTEs)				
a. Number of Full-Time Employees	30	16	8	11
b. Number of Non-Full-Time Employees	111	7	40	40
c. Hours worked by non-Full-Time Employees	66,878	13,000	349,118.71	12,400
d. Total Number of Full-time Equivalent Employees (FTEs)	62.15	22.25	175.85	16.96
How many volunteers are in your parks and recreation department?				
a. Number of volunteers	0	0		550
b. Total hours worked by volunteers	0	0	14,132	9,700
What was the total personnel expense for the parks and recreation department for the year? (please include salaries and wages, bonuses, payroll taxes, employee benefits, retirement plan contributions, etc.)				
Do you have a Union Shop	No	Yes	No	No
Workload (estimate if necessary)				
How many individual parks or sites does your department/agency maintain				

and/or have management responsibility over?				
a. Total Number of Parks	21	40	28	13
b. Total Park Acres	447.5		754	244
c. Total Number of Non-Park Sites	10			3
d. Total Acres of Non-Park Sites	264.75			3
Total Number of Parks + Non-Park Sites (a+c)	31	40	28	16
Total Acres of Parks + Non-Park Sites (b+d)	712.25	990	754	247
Acres of undeveloped open space for which your department has management responsibility over or maintains	104			107
Total Trail miles managed or maintained	0.6	17	13	12
Number of buildings operated	33	0	2	3
Total square footage of buildings	107,131	0	4,500	6,700
Total number of Programs offered	20	12	202	630
a. Number of fee programs	20	1		600
b. Total program contacts (estimate as necessary)		10,000	29,045	54,800
Total Parks and Facilities Contacts	0		0	54,800
a. Building Facility Contacts				10,000
b. Park Facility Contacts				44,800
Agency Responsibilities				
Does your agency...				
Have budgetary responsibility for its administrative staff?	Yes	Yes	Yes	Yes
Operate and maintain park sites?	Yes	Yes	Yes	Yes
Operate and maintain indoor facilities?	Yes	No	Yes	Yes
Operate, maintain, or contract Golf Courses?	Yes	Yes	No	No
Operate, maintain, or contract Campgrounds?	No	No	No	No
Operate, maintain, or contract Water Parks?	Yes	Yes	No	No
Operate, maintain, or contract Tennis Center Facilities?	No	No	Yes	No
Operate, maintain, or contract Tourism Attractions?	Yes	No	No	No

Operate, maintain, or contract Other Attractions or Facilities?	Yes	Yes	No	Yes
Provide Recreation programming and services?	Yes	Yes	Yes	Yes
Operate and maintain non-park sites?	Yes	Yes	No	Yes
Operate, maintain, or manage trails, greenways, and/or blueways (TGB)?	Yes	Yes	Yes	Yes
Include in its operating budget the funding for Planning and Development Functions?	No	Yes	No	No
Operate, maintain, or manage special purpose parks and open spaces?	Yes	Yes	Yes	Yes
Atypical Agency Responsibilities				
Manage major aquatic complex?	No	No	No	No
Manage or maintain Fairgrounds?	No	No	No	No
Maintain, manage or lease Indoor Performing Arts center?	No	No	No	No
Administer or manage Farmer's Markets?	No	Yes	Yes	No
Administer Community Gardens?	No	Yes	Yes	Yes
Manage large performance outdoor Amphitheaters?	Yes	Yes	No	Yes
Administer or manage Professional or college-type stadium/arena/racetrack?	No	No	No	No
Administer or manage Tournament/Event quality Indoor Sports Complexes?	No	No	No	No
Administer or manage Tournament/Event quality Outdoor Sports Complexes?	Yes	No	No	Yes
Conduct major Jurisdiction wide special events?	No	Yes	No	Yes

TABLE 7 - ADMINISTRATION

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
Agency Administrative Resources Available				
Total administrative operating expenditures/budget	\$3,736,730	\$300,749	\$250,000	
Total Administrative Personnel (FTEs)				
a. Department Head and Deputies	2	2	2	
b. Procurement/Contracts Staff (Purchasing)	2	0		
c. Personnel Staff (HR)	1	0		
d. All Other Administrative Staff	6	1	5	
e. Total Administrative Personnel	11	3	7	
Agency Administrative Workload				
Employees trained	5	0	13	
Total Annual hours of Training	100	0		
Total Annual Amount of Purchases	\$1,437,742	\$146,500		
Vendor Service contracts issued	49	0		
Total Annual Value of Vendor Contracts	\$154,008	\$0		

TABLE 8 - GENERAL PARK SITES

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
General Data				
Total number of parks maintained	30	30	29	
Total acres of parks maintained (do not include non-park sites)	712.23	196	754	
Percentage of total parkland acres that are developed	40.0%	75.0%	40.0%	
Total acres of developed parkland that your agency maintains	281	147	754	
Park Facilities				
Aquatics - outdoor				
Ocean Frontage - Linear Feet	10,032	0		
Lakes				
Number		1	16	
Surface Acres		2		
Rivers				
#	1	2	1	
Linear Ft.	80	40	26,400	
Wetlands		0	20	
Beaches				
#	1	0		
Linear Ft.	400			
Boat Ramps/Water Entry		2		
Splash Pads				
#	1	1		
Sq. ft	10,500			
Swimming Pools				
#		2		0
Total sq. ft.				
Athletic Courts				
Badminton Court		0		
Basketball Courts	10	14	1	3
Basketball Courts - half courts	2			
Bocce Ball		0		
Croquet court		0	2	
Jalai Court		0		
Handball/Racquetball Courts		0		

Horseshoe Court				
Lawn bowling		0		
Multiuse courts -Basketball, Volleyball		2		1
Shuffleboard Courts		0		
Tennis Courts - poured surface	2	0	26	7
Tennis Courts - Clay				
Tennis Courts - Grass				
Volleyball - sand court	10	0	2	
Volleyball - hard court		0		
Athletic Fields				
Diamonds				
Baseball - Youth				
#	6	4	9	9
# Synthetic				
Baseball Adult				
#		8	1	0
# Synthetic				
Softball Fields - Youth				
#		0	3	1
# Synthetic				
Softball fields - Adult				
#	3	0	3	1
# Synthetic				
Tee-Ball				
#		0	2	0
# Synthetic				
Rectangular Fields				
Multi-purpose Rectangular Fields				
#		1	1	4
# Synthetic				
Cricket Field				
#		0		0
# Synthetic				
Field Hockey Field				
#		0		0
# Synthetic				
Football Field				
#		0	3	0
# Synthetic				
Lacrosse Field				
#		0	3	0
# Synthetic				

Soccer field - Adult				
#		2		0
# Synthetic				
Soccer Field - youth				
#		0	7	0
# Synthetic				
Winter Facilities				
Ice rink (outdoor only)	1	0		0
Sledding Hill				
#		0		
# of Runs				
Tubing Hill				
#				
# of Runs				
X-Country Ski Trail				
#		0		
Miles/Linear ft.				
Downhill skiing/snowboarding				
#				
# of Runs				
Ski lift/Rope tow.				
#				
# of Runs				
Other facilities				
Community gardens				
#			1	1
# of Plots			80	
Historic Cemetery				
#		1		
Acres		21		
Skate Park				
#	1	0	1	
Sq. ft.	24,000		3,000	
Playgrounds				
#	15	21	30	10
# of Accessible	5		30	
Tot lots				
#		3	1	0
# of Accessible			1	
BMX track				
#		0		
Linear Ft.				
Track - 400meter/440 yds.		0		

Archery range				
#		0		
Stations				
Trap and skeet range				
#				
Stations				
Firing range				
#				
Stations				
Picnic tables	283	145	75	
Picnic shelters	23	9	7	
Restrooms (Restroom buildings)	11	6	16	
Parking spaces				
#	1,930			
Sq. Ft.	312,660			
Concessions (Concession buildings)	5		9	
Multi-use trails				
#	1	23.9	1	
Linear Ft.	3,200	126,192	68,640	
Hike only trails				
#		1.1	1	
Linear Ft.		5,808	1,320	
Equestrian only trails				
#		0		
Linear Ft.				
Biking only trails				
#		0		
Linear Ft.				
Sno-mobile trails				
#		0		
Linear Ft.				
Hike/Bike trails				
#		11.5		
Linear Ft.		60,720		
Outdoor stage theater				
#	2	1		
Seats				
Festival grounds				
#	1	1	1	
Acres			50	
Dog Park				
#		0	1	0

Acres			1	
Stables				
#		0	1	
Stalls			12	
Riding ring (size is generally in diameter)				
#		0		
Size				
Farm Buildings		0	3	
Farmed acres		0	10	
Maintenance Facilities	2	2	2	
Other				
If "Other," please describe:				
Other				
If "Other," please describe:				
Other				
If "Other," please describe:				
Resources for General Parks				
Total Operating Expenditures/Budget for General Parks	\$725,000	\$958,739	\$1,331,695	
Total Operations/Maintenance FTEs for General Parks				
a. Full-Time	8	16	15	
b. Non-Full-Time	11	7	6	
c. Number of hours worked by non-full-time	10,000	40	1,250	
d. Total Number of Full-time Equivalent Employees (FTEs)	7	22.25	18	
a. Number of Maintenance Services Contracts	11		4	
b. Value of Maintenance Services Contracts	50,000		628,700	
c. Acres maintained under maintenance services contracts	1		302	
Number of Trades Staff Personnel (Includes plumbing, electrical, HVAC and similar)	0		2	
How many staff members have the CPSI certification?	0		2	
How many staff members have the AFO certification?	0			
Workload for General Parks				
Parkland Acres mowed				

a. Number of Parks mowed	24		29	
b. Number of Acres mowed	185		252.6	
c. Acres mowed by staff	184		46.8	
d. Acres mowed by contractor	1		205.8	
Landscaped areas				
a. Number of Beds	30		250	
b. Number of Sq. Ft.	16,000		316,444	
c. Percentage of landscaped area maintained by contracted services	8,150.0%		100.0%	
Miles of trails within the parks to be maintained	0.8	17	13	
Annual Visitor Contacts for General Parks (estimate as necessary)	500,000			
Park Trees				
a. Number of Acres			450	
b. Number of Trees (if available)				
c. Percentage of acres with 200 plus, trees per acre (please Estimate)			300.0%	

TABLE 9 - INDOOR FACILITIES

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
General Data - Indoor Centers				
Facility Types				
Recreation Centers				
#				2
Sq. Ft.				
Number that are 35,000 sq. ft or Larger				
Number that are Less than 35,000 sq. ft				
Community Centers				
#	1			1
Sq. Ft.	12,300			
Senior Centers				
#	1		1	0
Sq. Ft.	14,000		4,000	
Teen Centers				
#				0
Sq. Ft.				
Museums				
#			1	
Sq. Ft.			850	
Field Houses				
#				
Sq. Ft.				
Performing & Visual Arts Centers				
#				
Sq. Ft.				
Equestrian Center				
#				
Sq. Ft.				
Arena				
#				0
Sq. Ft.				
Center Activity Spaces				
Gym				
#				2
Sq. Ft.				
Competitive Swimming Pools				

a. 50 meters				
#				
Sq. Ft.				
b. 25 yards				
#				
Sq. Ft.				
c. Other				
#				
Sq. Ft.				
d. Separated Diving Well				
#				
Sq. Ft.				
e. Total Competitive Swimming Pools				
#				
Sq. Ft.				
Leisure Pool				
#				
Sq. Ft.				
Therapeutic Pool				
#				
Sq. Ft.				
Fitness center				
#				0
Sq. Ft.				
Ice rink				
#				0
Sq. Ft.				
Class/exercise rooms				
#				
Sq. Ft.				
Other, Describe				
#				
Sq. Ft.				
If "Other," please describe:				
Other, Describe				
#				
Sq. Ft.				
If "Other," please describe:				
Other, Describe				
#				
Sq. Ft.				
If "Other," please describe:				

Resources				
Total operating expenditures/budget for indoor facilities			\$47,170	
Total operating revenue from indoor facilities			\$65,749	
a. Membership/Entry as a Percent of Total Revenue	0.0%			
b. Class Fee as a Percent of Total Revenue	0.0%		52.0%	
c. Concession as a Percent of Total Revenue	0.0%			
d. Rental Equipment as a Percent of Total Revenue	0.0%			
e. Other as a Percent of Total Revenue	100.0%			
Total Facilities Staff (FTEs)				
a. Full-Time Operations Staff				
b. Non-Full-Time Operations Staff				
c. Total Hours Worked by Non-Full-Time Operations Staff				
Total Number of FTEs	0			
How many volunteers assist your facility staff?				
a. Number of volunteers for facilities	0			
b. Number of volunteer hours for facilities	0			
Total Program Staff (FTEs)				
a. Full-time Programs Staff				
b. Non-Full-Time Programs Staff			1	
c. Total Hours Worked by Non-Full-Time Programs Staff			1,300	
Total Number of FTEs			0.63	
Total Program Contracted Staff				
Number of contracted programs staff			2	
Hours worked by contracted programs staff			374	
Workload				
Total Number of Indoor Facilities	2		2	
Total Square Feet of Indoor Facilities	26,300		4,850	
Annual visitor contacts at all indoor facilities	58,200			

Number of Memberships				
Annual Member Contacts				
Daily Fee Entry Contacts (report total for the year)				
Programs				
a. Number of Programs				
b. Number of Registrations				
Fee Classes				
a. Number Fee Classes			6	
b. Number of Registrations			300	

TABLE 10 - GOLF COURSE

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
Golf Resources				
Total operating expenditures/budget		\$676,000		
Total revenue		\$778,000		
a. Total full-time staff		3		
b. Total non-full-time staff		34		
c. Total non-full-time staff hours worked annually		13,850		
Number of volunteers		0		
Number of volunteer hours annually		0		
Total clubhouse staff (FTEs)		5		
Total maintenance staff (FTEs)		2		
PGA pros		0		
Golf carts - motorized		72		
Driving ranges		0		
Pro shops		1		
Concessions/food service		1		
Family practice facility		0		
Golf Course Workload				
Number of courses				
a. Regulation 18-hole courses		1		
b. Regulation 9-hole courses		0		
c. Executive 9-hole courses		0		
d. Executive 18-hole courses		0		
e. Par 3; 18-hole courses		0		
f. Par 3; 9-hole courses		0		
g. Total number of courses (sum of a - f)		1		
Total number of holes - all courses		18		
Total number of acres - all courses		110		
Number of courses that are managed by contractors		1		
Average available rounds per season		65,000		
Total rounds of golf played in		25,858		

reporting year (report "rounds" as 18 hole equivalents)				
Senior rounds (report "rounds" as 18 hole equivalents)		4,000		
Junior rounds (report "rounds" as 18 hole equivalents)		400		
Youth golf skill programs		1		

TABLE 11 - CAMPGROUND

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
Campgrounds Resources				
Total operating expenditures/budget - All campgrounds				
Total Revenue				
a. Total full-time staff				
b. Total non-full-time staff				
c. Total non-full-time staff hours worked annually				
Campground Workload				
Campgrounds				
Camping Season (nights per year)				
Total Camper nights sold				
Total Campsites Available				
Campsites managed by contractors				
Group Camp sites capacity				
Camp Stores				
Dump stations				
RV storage site				
Campfire programs				
Provide cable				
Provide Wi-Fi				

TABLE 12 - WATER PARKS

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
Water Park Resources				
Total operating expenditures/budget - All Sites		\$100,968		
Total Revenue		\$0		
a. Total full-time staff		0		
b. Total non-full-time staff		9		
c. Total non-full-time staff hours worked annually		2,664		
Water Park Workload				
Number of Water Parks		1		
Size of Water Park		23,849.3		
Number of features		6		
Concessions revenue		\$0		
Days in operating season		63		
Total visitor contacts		7,409		
Number of water parks managed by a contractor		0		

TABLE 13 - TENNIS CENTER

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
Tennis Resources				
Total operating expenditures/budget - All Sites			\$7,000	
Total Annual Revenue			\$4,000	
a. Total full-time staff				
b. Total non-full-time staff				
c. Total non-full-time staff hours worked annually				
Tennis pros			1	
Tennis Center Workload				
Number of courts			26	
Number of visitor contacts			1,000	
Fee classes			540	
Concession facility				
Pro shops			1	
Tournament total registrations				
Days in season			265	
Youth usage			250	
Number of tennis courts managed by contractors			6	

TABLE 14 - TOURISM

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
Tourism Resources				
Total operating expenditures/budget - All Sites and Events				
Total annual direct revenue				
a. Total full-time staff				
b. Total non-full-time staff				
c. Total non-full-time staff hours worked annually				
Percentage of cost provided by maintenance or other departmental staff				
Tourism Workload				
Site attractions				
Special event attractions				
Sports competitions				
Races				
Annual estimated revenue of tourism attractions and events				
Total estimated visitor contacts				
Number of contractor managed tourism events				

TABLE 15 - OTHER ATTRACTION OR FACILITIES

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
Stadium				
Number		0		
Total Operating Costs				
Total Revenue				
Performance amphitheater				
Number		1		2
Total Operating Costs		\$8,000		
Total Revenue		\$0		
Formal garden/arboretum				
Number		0		
Total Operating Costs				
Total Revenue				
Marina/livery				
Number		0		
Total Operating Costs				
Total Revenue				
Equestrian center/rodeo facilities				
Number		0		
Total Operating Costs				
Total Revenue				
Other - Describe				
Number				
Total Operating Costs				
Total Revenue				
If "Other," please describe:				
Other - Describe				
Number				
Total Operating Costs				
Total Revenue				
If "Other," please describe:				
Other - Describe				
Number				
Total Operating Costs				
Total Revenue				
If "Other," please describe:				

TABLE 16 - RECREATION PROGRAM ACTIVITIES

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
General Data				
Programs/Classes/Events and Services				
Do you manage Athletic programs for Youth?	No	No	Yes	No
If yes, How many do you register for...?				
Spring				
Summer				
Fall				
Winter			519	
Do you charge for registration?	No	No	Yes	No
If no, do you provide fields for jurisdiction Leagues?	No	Yes	No	No
Do you charge for field use?	No	No	Yes	No
Do you manage athletic programs for adults?	No	Yes	Yes	No
If yes, How many do you register for...?				
Spring		1	630	
Summer				
Fall		0	525	
Winter				
Do you charge for registration?	No	Yes	Yes	No
If no, do you provide fields for jurisdiction Leagues?	No	No	No	No
Do you charge for field use?	No	No	No	No
Does your agency offer activities in the following categories?				
Health and Wellness Education (nutrition, cooking, gardening, balance, injury prevention, etc.)	No	No	Yes	No
Safety Training (learn-to-swim, bike, boating, fire safety, etc.)	No	No	No	Yes
Fitness Enhancement Classes (aerobics, jazzercise, spinning, zumba, pilates, water walking, etc.)	No	Yes	No	Yes
Team Sports (baseball, basketball,	No	Yes	Yes	Yes

football, soccer, etc.)				
Martial Arts (Judo, karate, self-defense, Tai Chi, taekwondo, etc.)	No	No	No	No
Aquatics (swim classes, teams/leagues, diving, tournaments, etc.)	No	No	No	No
Golf (lessons, league play, tournaments, etc.)	No	Yes	Yes	No
Social Recreation Events (parlor games, e.g. checkers, dominoes, chess,) dances, e.g., parent-child, senior prom, ballroom dance classes, latest modern dances)	No	No	Yes	Yes
Cultural Crafts (woodworking, weaving, quilting, pottery, basketry, etc.)	No	No	Yes	No
Performing Arts (drama, music, dance, etc.)	No	Yes	Yes	Yes
Visual Arts (painting, drawing, photography, other art forms)	No	Yes	Yes	Yes
Natural and Cultural History Activities (nature walks, historic site tours, gardening, related events and classes)	No	No	Yes	No
Themed Special Events (holiday parades or events, commemorative days or weekends, etc.)	No	Yes	Yes	Yes
Trips and Tours (varied excursions for shopping, sport (skiing), or holiday events, etc.)	No	No	Yes	Yes
Other Activities or Special programs - Describe	No	Yes	No	No
If "Other," please describe:		One day events, i.e. Easter Egg Hunt, Fish Derby, Renaissance Events, etc.		
Major Special Events - Describe	No	Yes	No	No
If "Other," please describe:		Main Street Events, All Star Game		
Out of School Time (OST) Activities				

Summer camp				
Does your agency offer?	No	No	Yes	Yes
Program Weeks			8	
Avg. # of Weekly Participants			60	
Avg. # of Meals Served Weekly			1	
Before school programs				
Does your agency offer?	No	No	Yes	No
Program Weeks			40	
Avg. # of Weekly Participants			40	
Avg. # of Meals Served Weekly				
After school programs				
Does your agency offer?	No	No	Yes	No
Program Weeks			40	
Avg. # of Weekly Participants			145	
Avg. # of Meals Served Weekly				
Preschool				
Does your agency offer?	No	No	No	No
Program Weeks				
Avg. # of Weekly Participants				
Avg. # of Meals Served Weekly				
Full daycare				
Does your agency offer?	No	No	No	No
Program Weeks				
Avg. # of Weekly Participants				
Avg. # of Meals Served Weekly				
Specific teen programs				
Does your agency offer?	No	No	No	No
Program Weeks				
Avg. # of Weekly Participants				
Specific senior programs				
Does your agency offer?	No	Yes	Yes	Yes
Program Weeks		49	50	
Avg. # of Weekly Participants		10	356	
Avg. # of Meals Served Weekly		0		
Programs for people with disabilities				
Does your agency offer?	No	Yes	Yes	Yes
Program Weeks		49		
Avg. # of Weekly Participants		10		
Avg. # of Meals Served Weekly		0		
Does your department make accommodation for inclusion in activities?	No	Yes	Yes	No
Do you conduct Individual	No	No	No	No

assessments of clients with significant disabilities?				
Do you provide program opportunities for people with significant disabilities?	No	No	Yes	No
Program Activity Resources				
Total program operating expenditures/budget		\$255,000	\$505,000	
Revenue generated by program activity fees		\$6,225	\$551,000	
a. Total full-time program staff		1	3	
b. Total non-full-time program staff		4	32	
c. Total non-full-time staff hours worked annually		733	15,055.11	
How many volunteers are involved with your recreation program activities?				
a. Number of volunteers		0		
b. Total hours worked by volunteers		0	9,270	
Contract instructors (number)		2		
Value of program sponsorships		\$0	\$29,315	
Program Activity Workload				
Number of programs offered (All kinds)				
a. Total annual number of programs		24	281	
b. Total annual program visitor contacts		17,000		
c. Total program sessions		30		
Number of Fee Activities				
a. Number of fee activities		1	215	
b. Annual visitor contacts from fee activities		2,145		
c. Total fee activity sessions		1		
Number of drop-in programs offered - non-registered.		3		

TABLE 17 - NON-PARK FUNCTIONS

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
General Data				
Does your agency...				
Maintain street trees	No	Yes	No	No
Maintain medians	No	Yes	No	No
Maintain public school grounds and recreational facilities	No	No	No	No
Maintain jurisdiction public areas	No	Yes	No	No
Manage or maintain public cemeteries	No	No	No	No
Manage or maintain fairgrounds	No	No	No	No
Conduct major Jurisdiction wide special events	No	Yes	No	Yes
Do you have snow plowing responsibility other than in the parks?	No	Yes	No	No
Resources for Non-Park Sites				
Total operating expenditures/budget for non- parks				
a. Total full-time staff				
b. Total non-full-time staff				
c. Total non-full-time staff hours worked annually				
Amount spent on contracted maintenance		\$10,000		
Certified irrigation staff		0		
Certified chemical application staff		3		
Landscaping staff		6		
Workload for Non-Park Sites				
Maintain medians (centerline)		10,600		
Mowing medians		32		
Irrigating medians		3,600		
Public buildings maintained		1		
Public areas mowed		3,000,000		
Number of school grounds maintained		0		
Acres of school grounds maintained		0		

Street trees inventory		8,100		
Street trees maintained yearly		2,000		
Landscape beds (1,000 sq. ft.)				

TABLE 18 - TRAILS, GREENWAYS, & BLUEWAYS

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
Resources				
Total operating expenditures/budget for Trails, Greenways, and Blueways (TGB)			\$332,750	
a. Total full-time staff			5	
b. Total non-full-time staff			1	
c. Total non-full-time staff hours worked annually				
Contracted maintenance		\$10,000	\$90,000	
Trail maintenance equipment - pieces			6	
Workload				
Multi-purpose - No equestrian				
# Miles		4		
visitor contacts				
Multi-purpose - Equestrian permitted				
# Miles		0		
visitor contacts				
Hiking/walking only				
# Miles		0		
visitor contacts				
Bicycling only				
# Miles		0		
visitor contacts				
Equestrian only				
# Miles		0		
visitor contacts				
Cross country skiing				
# Miles		0		
visitor contacts				

Sno-mobiling				
# Miles		0		
visitor contacts				
Off-road vehicles				
# Miles		0		
visitor contacts				
Water trails				
# Miles		5		
visitor contacts				
BMX trails				
# Miles		0		
visitor contacts				
Other				
# Miles		11		
visitor contacts				
If "Other," please describe:		Devou Backcountry Trails		
Total Trails Miles				
# Miles		20	13	
visitor contacts				
Percentage of trail miles maintained annually		20.0%		
Multi-purpose - Equestrian permitted				
# Miles		0	\$332,750	

TABLE 19 - PLANNING & DEVELOPMENT

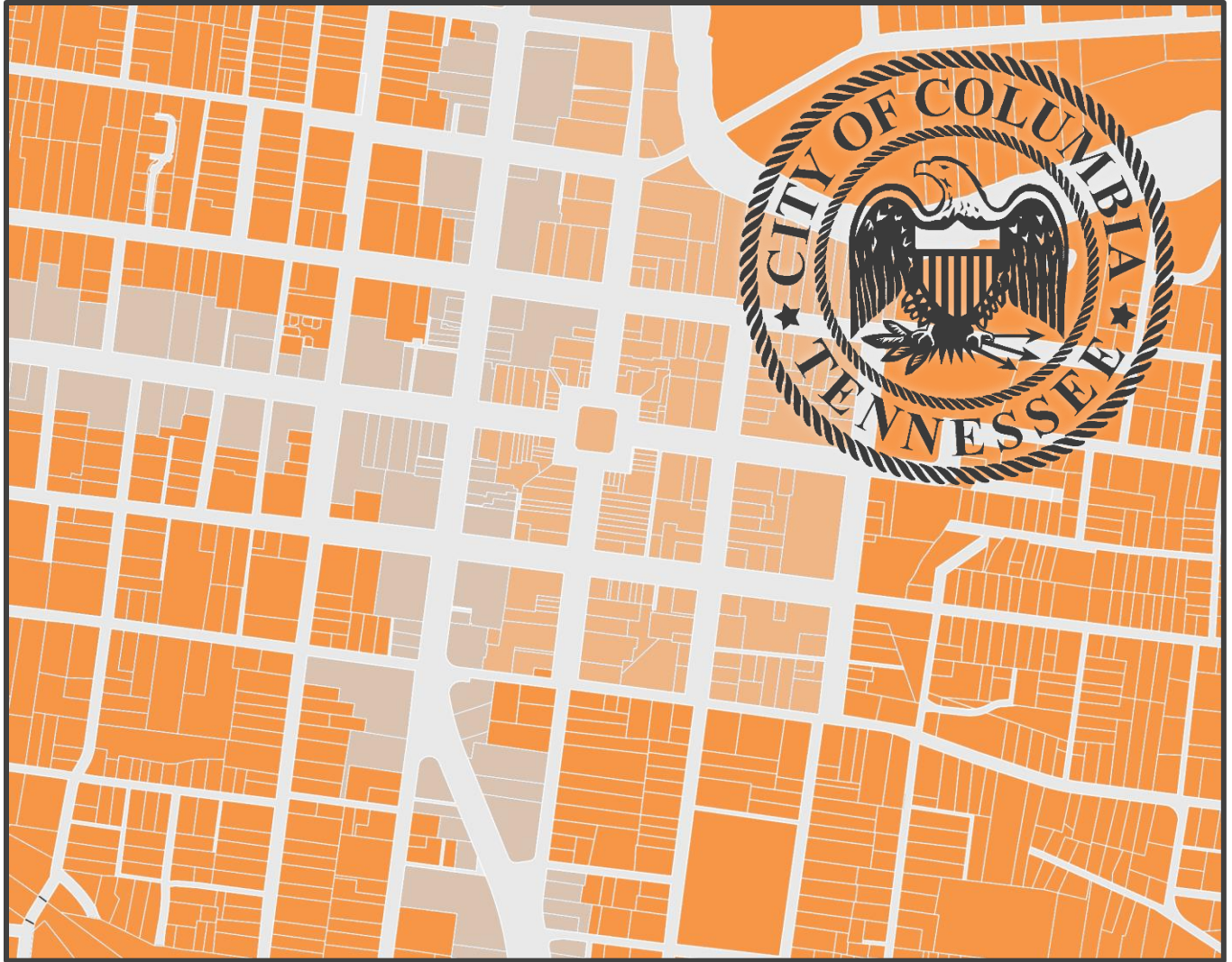
	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
Resources				
What resources does your planning and development budget authorize?				
Total planning operating expenditures/budget				
a. Total full-time design staff				
b. Total non-full-time design staff				
c. Total non-full-time design staff hours worked annually				
Total contracted design employees (FTEs)				
a. Total full-time development staff				
b. Total non-full-time development staff				
c. Total non-full-time development staff hours worked annually				
Total contracted development employees (FTEs)				
Professional support staff				
Percentage of staff paid for from bond funds (force accounting)				
Amount paid to staff from bond funds (force accounting)				
Total annual capital budget				
Workload				
Acquisition projects				
Scheduled				
#				
\$				
Completed				
#				
\$				
Renovation projects				
Scheduled				
#				
\$				

Completed				
#				
\$				
Development projects				
Scheduled				
#				
\$				
Completed				
#				
\$				
Site plans				
Scheduled				
#				
\$				
Completed				
#				
\$				
Development plans reviewed				
Bond or levy referenda				
Bond or levy referenda Amount				

TABLE 20 - SPECIAL PURPOSE PARKS

	CITY OF MICHIGAN CITY, IN. DEPARTMENT OF PARKS AND RECREATION	CITY OF COVINGTON KY.	GERMANTOWN, TN, PARKS & RECREATION	CORNELIUS, NC PARKS, ARTS, RECREATION & CULTURE DEPARTMENT
Resources				
Total operating expenditures/budget - All sites			\$196,922	
a. Total full-time staff				
b. Total non-full-time staff			4	
c. Total non-full-time staff hours worked annually			5,000	
a. Number of volunteers			115	
b. Total hours worked by volunteers			5,500	
Contracted Staff				
Naturalists			1	
Historians				
Open Space Workers			1	
Workload				
Total of all Spec. Purpose Parks				
#			1	
Acres			10	
Open space acres maintained				
#			1	
Acres			300	
Open space acres that your agency mows			20	
Acres of farmland maintained by your agency			10	
Total historic Properties			3	
Total Historic buildings				
#			2	
Sq. Ft.			1,700	
Total historic sites				
#			3	
Acres			8	
Total Cultural landscapes				
#			1	
Acres			5	
Natural Conservation Areas				
#			1	
Acres			200	

Nature centers				
#				0
Sq. Ft.				
Historic museums				
#			1	
Sq. Ft.			850	
Total visitor contacts for all sites				
Total Annual Visitor Contacts for Historic sites				
Total historic site programs or tours				
#			2	
visitor contacts				
Total Annual Visitor Contacts for Natural sites				
Total Natural History/ Nature study programs or tours				
#			45	
visitor contacts				
Special Events sponsored				
#			3	
visitor contacts				



City of Columbia
Access Management Regulations
Adopted February 10, 2022

Amendments

Number	Date	Ordinance #

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Chapter 1: Introduction

1.1 Purpose

Access management is the control of driveways and intersections to manage access to land development, while simultaneously preserving the flow of traffic on the surrounding road system in terms of safety, capacity, and speed. Implementing an access management program based on the strategies and principles described in this ordinance will encourage smooth and safe traffic flow.

This document describes transportation design requirements that present a comprehensive approach to access management within the City of Columbia. This ordinance is intended to better connect land use and transportation within the City. These requirements are presented to provide improved transportation throughout the corporate limits.

1.2 Applicability and Jurisdiction

Except as otherwise specified or required by law, these rules and regulations govern access management, along with all associated improvements, within the street network of the City of Columbia, Maury County, Tennessee, and shall apply to all areas within the jurisdiction of the City of Columbia, herein referred to as the City. Variations or exceptions to any of the standards of this Ordinance shall be approved by the City Engineer. Any appeals to the City Engineer's determination or these regulations shall be made to the Columbia Municipal Planning Commission (CMPC) as specified in **Chapter 4: Permitting and Appeals** of the Ordinance.

1.3 Relationship to Other Laws and Agreements

1.3.1 Conflict with Other Public Laws, Ordinances, Regulations, or Permits

Where provisions of this ordinance impose greater restrictions than those of any other City, State, or Federal regulation, statute, or ordinance the provisions of this ordinance shall be controlling. Where the provisions of any City, State, or Federal regulation, statute, or ordinance imposes greater restrictions than this ordinance, the provisions of such City, State, or Federal regulation, statute, or ordinance shall be controlling.

1.3.2 Conflict with Private Agreements

This Ordinance is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this ordinance are more restrictive or impose higher standards or requirements than such easement, covenant, or other private agreement, then the requirements of this ordinance shall govern. Nothing in this Ordinance shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not excuse any failure to comply with this Ordinance. The City shall not be obligated to enforce the provisions of any easements, covenants, or agreements between private third parties.

1.3.3 Vested Property Rights

In accordance with TCA 13-4-310, the following subsection specify the list of the specific types of plans approved, on or after January 1, 2015, that will cause a vested property right to be established. Vestment rights and periods shall be in accordance with TCA 13-4-310 and the Zoning Ordinance.

- A. Approval by the CMPC, or Administratively by Staff, of a Development Plan as required by Zoning Ordinance;
- B. Approval by the CMPC, or Administratively by Staff, of a Final Plat as required by the Subdivision Regulations;
- C. Approval by the City Council of a PUD Development Plan as required by the Zoning Ordinance; or,
- D. Approval by the CMPC of a Preliminary Plat, when not part of a PUD Development Plan, as required by the Subdivision Regulations.

1.3.4 Permits from other Government Agencies, Entities, and Departments

Prior to beginning any construction, the developer/contractor/property owner shall obtain all necessary permits as required by law. Such permits may include, but are not limited to: those required by the State of Tennessee, Maury County, and/or other City Departments, City Commissions, or City Boards. This includes any and all City Permits.

1.4 Background

This Ordinance is a product of the Connect Columbia comprehensive planning process that produced the Columbia Land Use Plan, Transportation Plan, and Parks and Greenways Plan. Access Management was identified early in the planning process as a critical element to implement the strategies for community and economic development in the City of Columbia. These regulations are presented to achieve the vision and goals of the Connect Columbia Comprehensive Plan.

1.5 Severability

It is hereby declared to be the intention of the City Council of Columbia, Tennessee, that the provisions of this Ordinance are separable in accordance with the following:

- A. If any court of competent jurisdiction shall adjudge any provision of this Ordinance invalid, such judgment shall not affect any other provision of this ordinance not specifically included in said judgment; and
- B. If any court of competent jurisdiction shall adjudge invalid the application of any provision of this Ordinance to a particular property, driveway, or other access, such judgment shall not affect the application of said provisions to any other property, driveway, or other access not specifically included in said judgment

Chapter 2: Access Management

Access management is a set of techniques to allow for the control of access to highways, arterials, collectors, and other, select streets within Columbia. The result is a more safe and efficient street network for users. Without access management, the transportation network experiences an increase in traffic congestion, and accidents throughout the overall transportation network.

2.1 Importance of Access Management

With less state and federal monies available for new transportation projects, the need for effective transportation systems management strategies is greater than ever before. By managing access, the City aims to directly increase public safety, extend the life of major roadways, reduce traffic congestion, and improve both the appearance and quality of the built environment.

Without access management, the function and character of major transportation corridors can deteriorate rapidly. Failure to manage access is associated with the following adverse social, economic, and environmental impacts:

- An increase in vehicular crashes
- More collisions involving pedestrians and cyclists
- Accelerated reduction in roadway efficiency
- Unsightly commercial strip development
- Degradation of scenic landscapes
- More cut-through traffic in residential areas due to overburdened arterials
- Homes and businesses adversely impacted by a continuous cycle of widening roads
- Increased commute times, fuel consumption, and vehicular emissions as numerous driveways and traffic signals intensify congestion and delays along major roads

Poor access management comes with both direct and indirect costs. Direct costs include adverse impacts to businesses through the difficulty of customers entering and exiting businesses safely. Access to corner businesses may be blocked by queuing traffic. Customers begin to patronize businesses with safer, more convenient access and avoid businesses in areas of poor access design. Gradually the older developed areas begin to deteriorate due to access and aesthetic problems, and investment moves to newer better-managed corridors. Indirect costs include lost time due to increased traffic congestion.

After access problems have been created, they are difficult to solve. Reconstructing an arterial street is costly and disruptive to the public and abutting homes and businesses. The shallow property depth, multiple owners, and right-of-way limitations common to older corridors generally preclude effective redesign of access and site circulation. In some cases, a new arterial or bypass must be built to replace the functionally obsolescent roadway, and the process begins again in a new location. Access management can help stop this cycle of functional obsolescence, protecting both public and private investment in major transportation corridors.

2.2 Safety

Research in the last 50 years has consistently shown that Access Management increases roadway safety. As outlined in the Access Management Manual of the Transportation Research Board (TRB), the reduction of traffic conflict points, higher design standards for access points, and increased awareness/response time for drivers has improved safety on the nation's highways and arterials. Four key observations have come to the forefront:

1. Increasing the number of access points on a roadway will increase its crash rate.
2. Roads with medians are safer than undivided roads, or roads with two-way left- turn lanes (TWLTL).
3. It is safer for vehicles to make a U-turn and a right turn, than to make a direct left turn into or from a driveway.
4. Medians improve pedestrian safety.

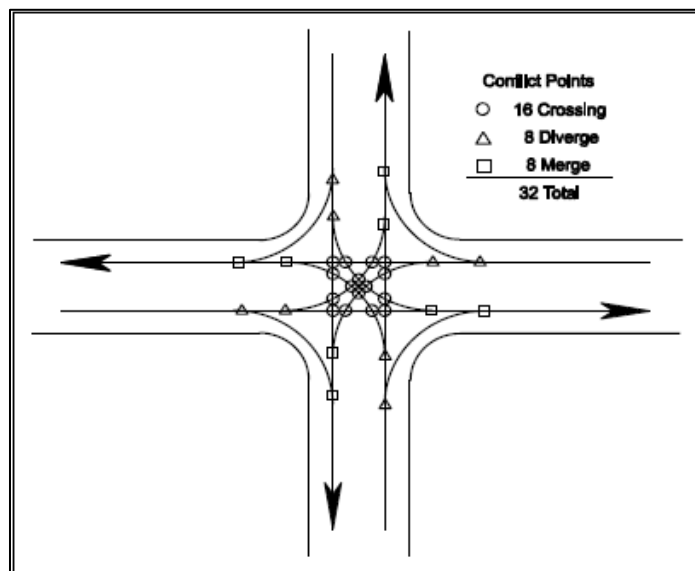
2.3 Ten Principles of Access Management

Most, if not all, current access management policies are derived from the Transportation Research Board's (TRB) Access Management Manual, which was published in 2003 and updated in 2014. TRB describes ten (10) principles of access management, which were derived from the organization's expertise in transportation. They include the following:

1. Provide a Specialized Roadway System: Design and manage roadways according to their primary functions.
2. Limit Direct Access to Major Roadways: Roadways that serve higher volumes of through traffic need more access control to preserve their function.
3. Promote Intersection Hierarchy: An efficient transportation network provides appropriate transitions from one functional classification to another. This results in a series of intersection types that range from the junction of two freeways or a freeway and a major arterial to a driveway connecting to a local street.
4. Locate Signals to Favor "Through" Movements: Long, uniform spacing of intersections on major roadways enhances the ability to coordinate signals and to ensure continuous movement of traffic at the desired speed.
5. Preserve the Functional Area of Intersections and Interchanges: The functional area of an intersection or interchange is the area that is critical to its safe and efficient operation. Access connections too close to these intersections or interchange ramps can cause serious traffic conflicts.
6. Limit the Number of Conflict Points: A less complex driving environment is accomplished by limiting the number and type of conflicts between vehicles, vehicles and pedestrians, and vehicles and bicyclists (**Figure 1**).
7. Separate Conflict Areas: Separating conflict areas helps to simplify the driving task and contributes to improved traffic operations and safety.

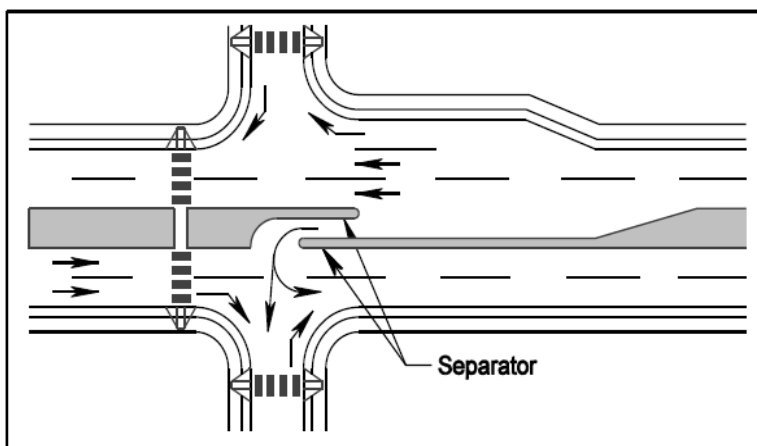
8. Remove Turning Vehicles from Through Traffic Lanes: Turning lanes reduce the severity and duration of conflicts between turning vehicles and improves the safety and efficiency of intersections.
9. Use Non-traversable Medians to Manage Left Turn Movements: Non-traversable medians and other techniques that minimize left turns are effective in improving roadway safety and efficiency (**Figure 2**).
10. Provide a Supporting Street and Circulation System: Well-planned communities provide a supporting network of local and collector streets to accommodate development, as well as unified property access and circulation systems. Interconnected street and circulation systems support alternative modes of transportation and provide alternative routes for bicyclists, pedestrians, and drivers.

Figure 1: Typical Points of Conflict, Intersection



Source: TRB Access Management Manual

Figure 2: Illustration of Directional Median Opening for Left turn and U-turn



Source: TRB Access Management Manual

These principles have been adopted and implemented by various states, including the Tennessee Department of Transportation (TDOT). They have also been employed by numerous local jurisdictions within Middle Tennessee that face growth pressures, including Metro Nashville, Franklin, Murfreesboro, and Mt. Juliet.

These principles provide the foundation for the strategies recommended in this ordinance

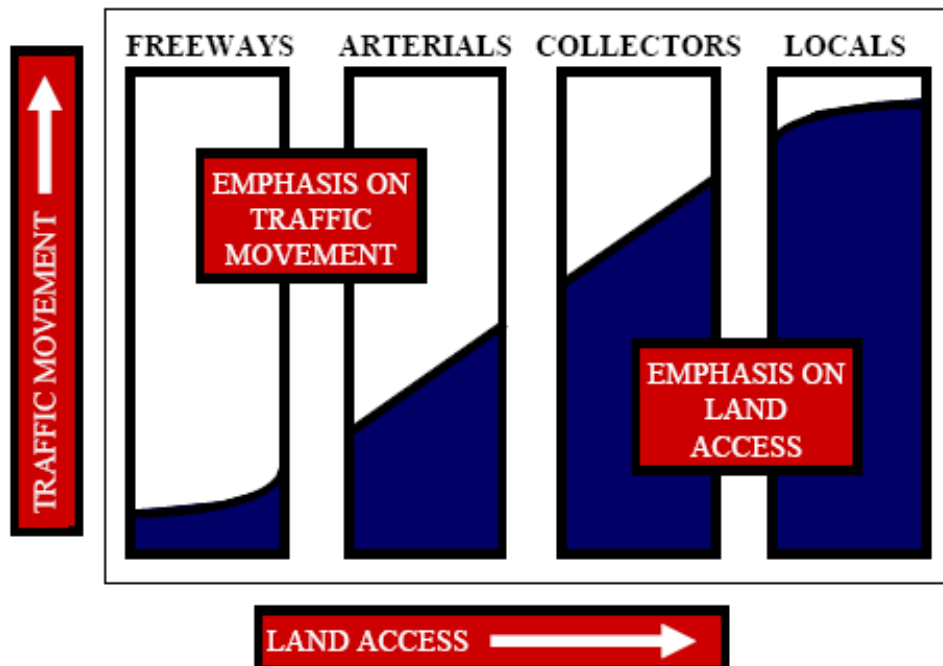
2.4 Roadway Function Classification

Roadway facilities are each classified according to the amount of access and mobility they provide or how the roadway functions. According to the Federal Highway Administration (FHWA), functional classification is the process by which streets and highways are grouped into classes, or systems, according to the character of service they are intended to provide. As land access increases, traffic movement decreases on the lower classified roadways and vice versa – as land access decreases, traffic movement increases along the higher classified roads.

The functional classification of existing facilities is significant because it specifies the desired amount of access control or locations where vehicles can enter or leave a roadway. When there is no access control, intersecting roads or driveways may connect to the mainline at any point. With partial control of access there is minimum spacing of access locations. With full control of access, connections are only allowed at major crossroads – such as interchanges along an interstate. Full or partial control of access helps reduce traffic conflicts.

The diagram below shows schematically how various street classifications relate to each other in terms of movement and access. As land access increases, traffic movement decreases on the lower classified roadways and vice versa – as land access decreases, traffic movement increases along the higher classified roads.

Figure 3: Roadway Functional Class Concept



2.4.1 Classifications

New connections, streets, and developments mean functional classification of streets is constantly evolving. The functional classification of any street in the jurisdiction and those adjacent to the jurisdiction shall be defined by the Connect Columbia Master Transportation Plan, or as amended by the City Engineer. Any amendments to the functional classification of streets by the City Engineer shall be updated regularly on a map and shall be readily available to the public.

The Access Management Ordinance, in addition to the Connect Columbia Master Transportation Plan, defines the major roadway functional classifications as follows:

Interstate and Freeway Classification

Interstates and Freeways are limited access highways, typically with grade separated junctions, and no traffic signals or stop controlled intersections. Providing drivers with mobility is the highest priority on this type of facility, with access typically provided at intervals greater than 1-2 miles apart.

Principal Arterial Classification

The principal arterial system serves major centers of activity, the highest traffic volume corridors, and the longest trip destinations. Principal arterials carry a substantial percentage of trips entering and leaving the urban area. These roads typically link to the interstates and freeways.

Minor Arterial Classification

Compared to principal arterials, minor arterials are intended for trips of more moderate length and serve smaller geographic areas. They supplement and link to the principal arterial system and provide connections within a community.

Collector Classification

The collector street system connects local streets to the arterial street system, providing both access to land and traffic circulation within neighborhoods, commercial, and industrial areas.

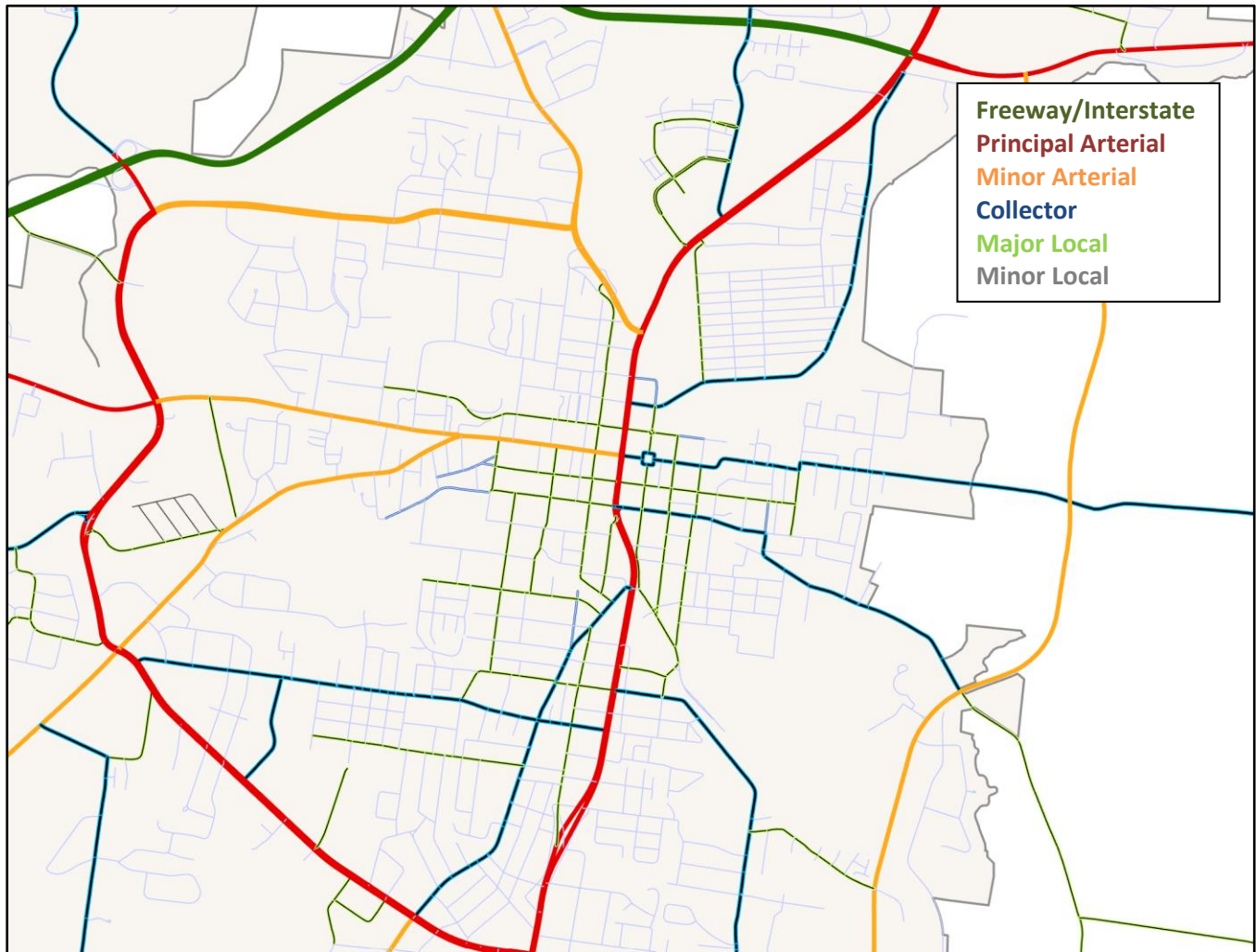
Major Local Street Classification

Major local streets, like collectors, provide a connection between local streets and collectors or arterials, however, major local streets accommodate lower levels of traffic and shorter trips.

Minor Local Street Classification

The minor local street system is made up of all other facilities not classified as one of the categories described above. Minor Local streets' primary function is to provide direct access to properties.

Figure 4: Roadway Functional Class System



Functional Classifications shown in Figure 4 are not official designations. Refer to the map on the Development Services Department webpage at www.columbiatn.com for the most up to date information.

As indicated in **Figure 4**, a functional roadway system facilitates a progressive transition in the flow of traffic from the provision of access to the provision of movement. Interstate (or Freeways) and arterial facilities primarily provide the function of moving vehicles, while collector and local streets concentrate more on providing access to individual properties, homes, and businesses.

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Chapter 3: Access Management Regulations

The following access management strategies will be utilized for roadways within the City of Columbia, Tennessee. At a minimum all standards for Interstate/Freeway roadway classifications shall meet or exceed the standards for Principal Arterial roadways.

3.1 Accesses

3.1.1 General Provisions

- A. It shall be unlawful for any person to cut, break, or remove any curb along a street except as herein authorized.
- B. This section shall be deemed to be supplemental to other sections regulating the use of public property, and in case of conflict, the more restrictive regulation shall govern.
- C. Decisions related to the provision of this ordinance shall be made by the City Engineer or designee (unless otherwise noted). If the City Engineer provides for a designee, this shall be noted, in writing, to the Director of Development Services.
- D. Adequate sight distance shall be provided for a passenger motor vehicle making all possible legal turning movements at the access point(s). This determination shall be made by the City Engineer of the Columbia.
- E. The specifications and guidelines set forth in this ordinance are to be applied to all roadways and properties that abut these roadways within Columbia, unless otherwise indicated.
- F. Any existing access locations that, at the time of enactment of this Ordinance, do not meet the minimum standards documented herein shall be deemed “non- conforming accesses”. These non-conforming accesses shall be allowed to remain in use until such time as a condition per **Section 4.3.1** is met. No changes shall be granted until the offending accesses are brought into conformity with **Chapter 3: Access Management Regulations**.
- G. Non-compliance with **Chapter 3: Access Management Regulations** shall be reason for denial of a permitting or development application request. The Planning Commission, the City Council, and/or City Staff may cite non-compliance with the regulations herein as grounds for deferral or denial of any relative application.

3.1.2 Location of Accesses

- A. In making a determination as to the location of driveway access, the following characteristics shall be considered:
 - 1. The characteristics of the proposed land use;
 - 2. The existing traffic flow conditions and the future traffic demand anticipated on the development and the adjacent street system;
 - 3. The location of the property;

4. The size of the property;
 5. The orientation of structures on the site;
 6. The number of driveways needed to accommodate anticipated traffic;
 7. The number and location of driveways on existing adjacent and opposite properties;
 8. The location and carrying capacity of intersections;
 9. The proper geometric design of driveways;
 10. The spacing between opposite and adjacent driveways;
 11. The internal circulation between driveways; and,
 12. The speed of the adjacent roadway.
- B. Application of the driveway access location and design policy requires identification of the functional classification of the street on which access is requested and then applying the appropriate spacing requirements.
- C. Radius Return
1. The radius return for an access on a state route shall be located according to the TDOT's 2015 Manual for Construction Driveway Entrances on State Highways.
 2. The radius return for all other access points shall be in accordance with the City of Columbia Engineering Standards and Specifications (ESS).
 3. In no instance, shall any radius return extend beyond the projection of a property line's intersection with the right-of-way line.
- D. When driveways are to be jointly used through an access easement by two or more property owners, the property line separation requirements may be waived. However, an access easement, signed by all property owners within the common development, must be provided to Development Services for review and approval. The access easement, once approved by Development Services, shall be recorded with the Maury County Register of Deeds.
- E. Access to arterial, collector, and major local streets shall be designed to ensure that off-street parking and loading areas shall not require backing maneuvers in a public street right-of-way.
- F. All developments shall have access to a public right-of way. Access shall be through a public right-of-way or through an access easement.
- G. The fewest possible access points shall be used to safely accommodate expected traffic volumes. The maximum number of access points that shall be granted is listed in **Table 1**.

Table 1: Maximum Number of Access Points

Type of Development	Maximum Number of Access Points
Individual Single-Family Residential Lot < 100' of primary frontage	1
Individual Single-Family Residential Lot ≥ 100' of primary frontage	2
Residential < 75 units	1
Residential ≥ 75 units	2
Non-residential < 30 required parking stalls	1
Non-residential ≥ 30 required parking stalls	2

1. **Table 1** shall not apply to streets, or street style accesses that function to provide increased interconnectivity for the public to adjoining properties or rights-of-way.
 2. Regardless of the number of granted access points, minimum spacing requirements as described in **Section 3.1.3** shall be maintained.
 3. For all types of development, excluding individual residential lots, a Traffic Impact Study or Traffic Access Study will be required to justify a greater number of access points than those granted in **Table 1**.
- H. For corner tracts, primary access shall be provided from the lesser (lowest classification) street. The determination as to the lesser (or greater) street shall be based on the functional street classification of the jurisdiction.
- I. No cuts through a left turn reservoir of a median shall be permitted in order to provide for left turn movements to driveway approaches.
- J. Driveways in right turn lane transition areas shall not be permitted.
- K. Driveways shall not be permitted in the corner clearance area of an intersection.
- L. When a development abuts more than one public street, access shall be provided from the lesser (lowest classification) street. Access to each abutting street may be allowed only if the following criteria are met:
1. It is demonstrated that such access is required to adequately serve driveway volumes and will not be detrimental or unsafe to traffic operations on public streets. The City Engineer may require the submittal of a traffic study which demonstrates that such access is required; and
 2. The minimum requirements for the corner clearance are met.

3.1.3 Access spacing

- A. Access spacing shall be measured from the centerline of the proposed access to the nearest edge of existing driveway, excluding radius returns, or from the right-of-way line of a street, as indicated in **Figure 5**. Note that the spacing requirements apply to both opposite and adjacent driveways on streets without medians, but it only applies to adjacent driveways on streets with medians.
- B. Separation between accesses shall be based upon the functional classification of the roadway in accordance with **Table 2**.

Figure 5: Measuring Driveway Access

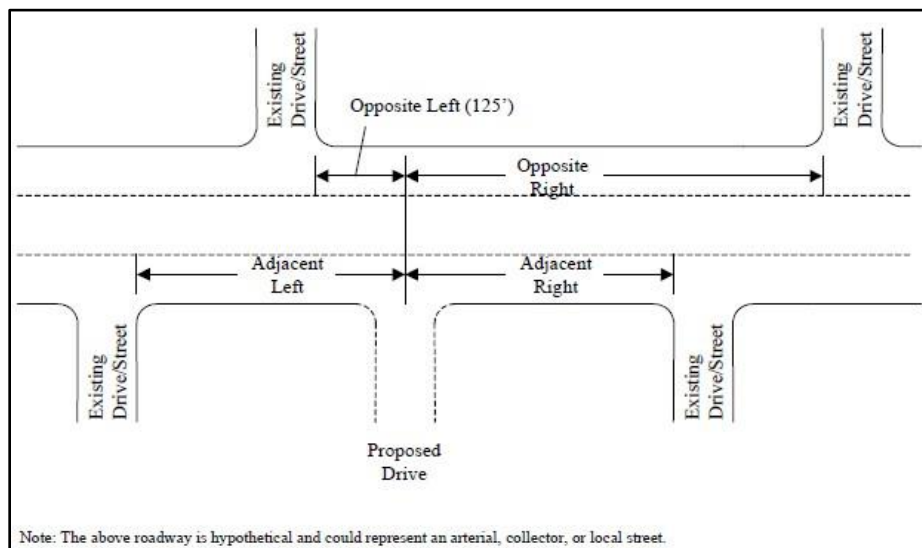


Table 2: Access and Driveway Spacing Requirements

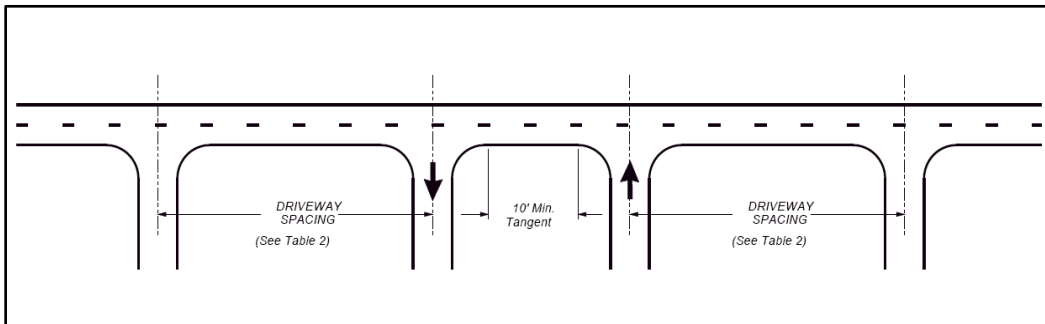
Functional Classification of Intersected Roadway	Distance (ft.)
Principal Arterial	440
Minor Arterial	330
Collector	220
Major Local	100
Minor Local, Non-Residential	50

**On roadways with medians, spacing requirements shall only apply to adjacent driveways.*

C. Spacing of One-Way Driveways

1. The spacing criteria presented in **Table 2** does not apply to the distance between two one-way driveways (driveway pair) within the same development. Each leg of a driveway pair must be:
 - a. Separated by the distance shown in **Figure 6**; and
 - b. Separated from all other accesses in accordance with the spacing criteria in **Table 2**.

Figure 6: Spacing for One-Way Driveways

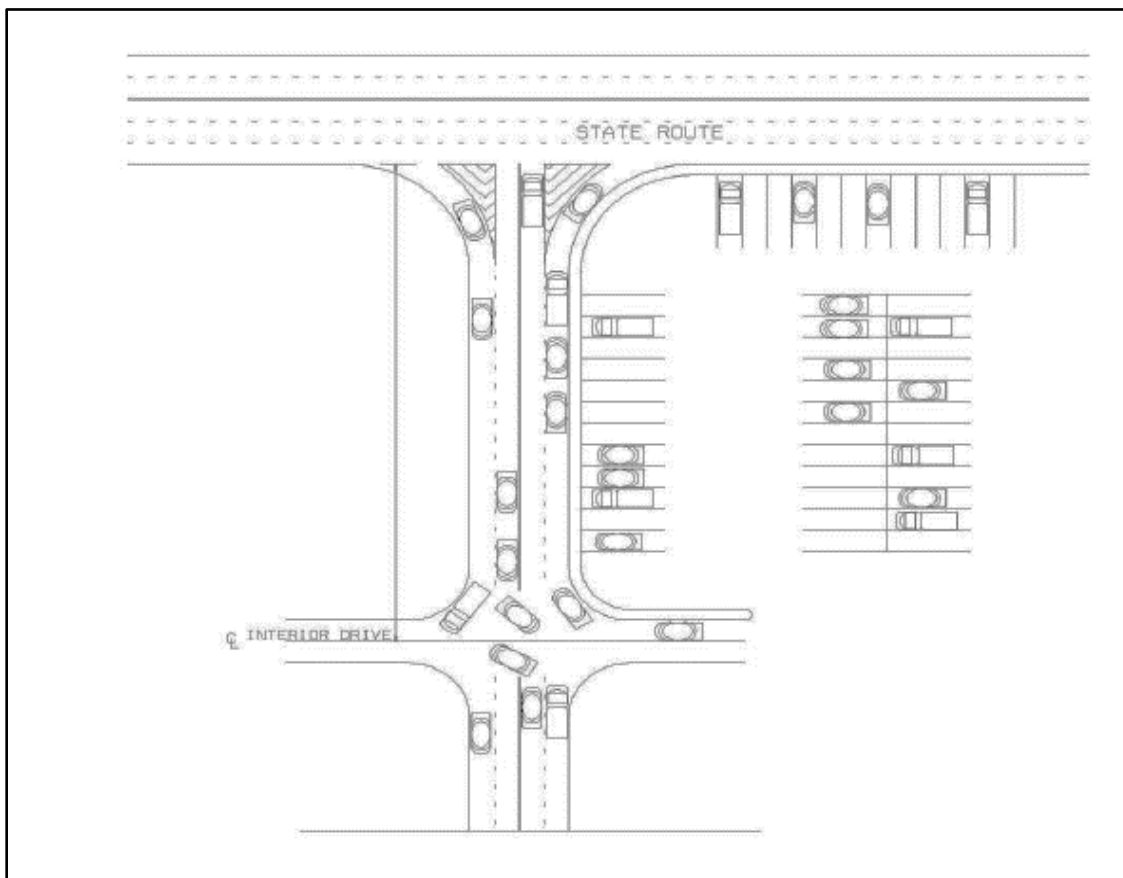


- D. The connection spacing requirements may be reduced in situations where they prove impractical, but in no case shall the permitted spacing be less than 80% of the applicable standard. Such a reduction in spacing requirements must still result, to the greatest extent possible, in uniform spacing between adjacent driveways.
- E. If the connection spacing of this code cannot be achieved, then a system of joint use driveways and cross access easements may be required.

3.1.4 Interior Circulation and Throat Depth

- A. Interior driveways, parking aisles, and on-site vehicular circulation patterns shall be designed in order to minimize impacts to public streets and rights-of-way and reduce conflict points. **Figure 7** provides an illustrative example.
- B. All uses, excluding single-family residential uses, shall provide a throat depth of at least thirty (30) feet, measured from the right-of-way line to provide for efficient and safe stacking of vehicles. Where the existing right-of-way width is insufficient for the functional classification of the street, the throat depth shall be measured from the minimum right-of-way width as determined by the Engineering Standards and Specifications (ESS). Where thirty (30) feet may be inadequate, the City Engineer shall require a Traffic Impact Study to determine the appropriate throat depth.
- C. If no other design alternatives exist and interior drives are proposed which do not meet minimum spacing, exceptions may be made in accordance with **Chapter 4: Permitting and Appeals**.

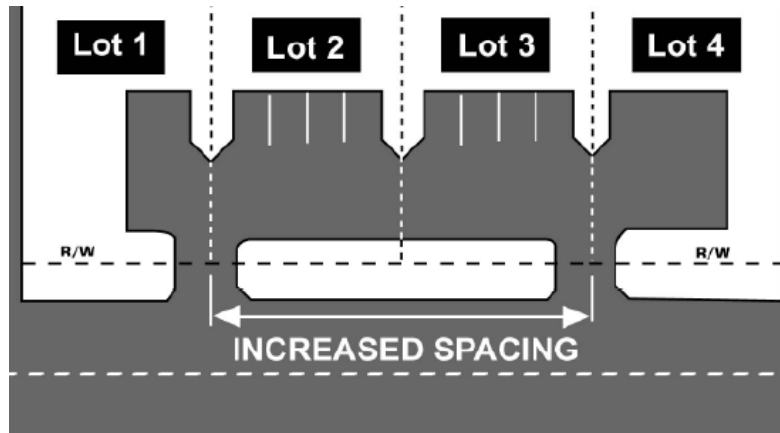
Figure 7: Placement of Interior Drives



3.1.5 Driveway Consolidation/Shared Access

- A. Cross access easements may be required across any lot fronting an arterial or collector street in order to minimize the number of access points and facilitate access between and across individual lots. The location and dimension of said easement shall be reviewed and approved by the City Engineer.
- B. Subdivisions and developments fronting arterial or collector streets shall be designed with consolidated/shared access points. Normally a maximum of two accesses shall be allowed regardless of the number of lots or businesses served.

Figure 8: Joint and Cross Access



3.1.6 Cross Access

Accesses shall be designed and constructed so as to align with driveways or streets on the opposite side of the street. The alignment of through movements crossing the highway shall be such that abrupt shifts in the travel pattern are not required.

- A. Adjacent commercial or office properties classified as major traffic generators (retail strip centers, office parks, or multi-family residential complexes adjacent to other multi-family residential, commercial and office properties) shall provide a cross access drive and pedestrian access to allow circulation between sites.
- B. A system of joint use driveways and cross access easements shall be established wherever feasible along the frontage and/or between parking areas and the building site shall incorporate the following:
 1. A continuous service drive or cross access corridor extending the entire length of each block served to provide for driveway separation consistent with this access management ordinance.
 2. A design speed of 10 mph and sufficient width to accommodate two-way travel aisles designed to accommodate automobiles, service vehicles, and loading vehicles;
 3. Stub-outs and other design features to make it visually obvious that the abutting properties may be tied in to provide cross-access via a service drive;
 4. A unified access and circulation system plan that includes coordinated or shared parking areas is encouraged wherever feasible.
- C. The Development Services Department may reduce required separation distance of access points where they prove impractical, provided all of the following requirements are met:
 1. Joint access driveways and cross access easements are provided wherever feasible in accordance with this section.
 2. The site plan incorporates a unified access and circulation system in accordance with this section.

3. The property owner enters into a written agreement with the City and records the agreement with the deed. This agreement should, at a minimum, indicate that any pre-existing non-conforming driveway connections on the site will be closed and eliminated after construction of each side of the joint use driveway. The Development Services Department shall have leeway in directing the language of any agreement to fit the specific conditions of the site.
- D. The Development Services Department may modify or waive the requirements of this section where the characteristics or layout of abutting properties would make development of a unified or shared access and circulation system impractical.
- E. Pursuant to this section, property owners shall:
 1. Record an easement with the deed allowing cross access to and from other properties served by the joint use driveways and cross access or service drive.
 2. Record an agreement with the deed that remaining access rights along the thoroughfare will be dedicated to the City and pre-existing non-conforming driveways will be closed and eliminated after construction of the joint-use driveway.
 3. Record a joint maintenance agreement with the deed defining maintenance responsibilities of property owners.

3.2 Medians

3.2.1 Non-traversable Medians with Left Turn Lanes

One of the most effective measures to improve safety on a roadway is to install a non-traversable median. Raised or grassy medians in the center of a road separate opposing lanes of traffic and restrict turning and crossing movements.

3.2.2 Continuous Two-Way Left-Turn Lane (TWLTL)

- A. A continuous TWLTL provides the most alternatives for vehicles to cross a median. This roadway treatment provides accessibility when there are numerous curb cuts on an existing corridor.
- B. A TWLTL in the center of a roadway is safer than having no turning lane, but is not as safe as a non-traversable median with directional openings. Engineering judgement should be taken to select the most appropriate option for any road segment.
- C. In general a TWLTL functions well for roadways with moderate traffic volumes (up to about 25,000 vehicles per day) and have many commercial driveways and a high percentage of turning movements. They can also work well where there are multiple driveways but a low percentage of turning volumes, like a major collector or minor arterial traversing a residential area.
- D. TWLTLs are less effective in high-volume situations (more than 25,000 vehicles per day), and much more so in an area with commercial driveways too close together. Driveway spacing and density still need to be well-managed. The center turn lane is also not recommended where there are more than two travel lanes in either direction.

- E. Along transit corridors with TWLTL medians, pedestrian median refuge islands would need to be added at transit stop locations, to allow safer pedestrian crossings. Locations where a transit stop is located within 300 feet of a signalized intersection, and safe pedestrian crossing accommodations are already provided at the intersection, could be exempt from this requirement. When opposing transit stops are located more than 300 feet from each other, two separate pedestrian median refuge islands would be required.

3.2.3 Spacing of Median Crossovers

- A. When the applicant is requesting a median crossover on a divided arterial highway with a non-traversable median, the spacing standards shown in Table 3 apply.

Table 3: Spacing of Median Crossovers

Crossover Spacing (ft.)	
Minimum	1000
Desirable	1320

- B. Other factors will also be considered, such as distance to other median openings, adjacent land use, expected traffic volumes, and the resulting volume of U-turns that are likely to occur without the median opening. Meeting the spacing criteria is not, in itself, an indication that median openings will be allowed.

3.2.4 Median Opening Criteria

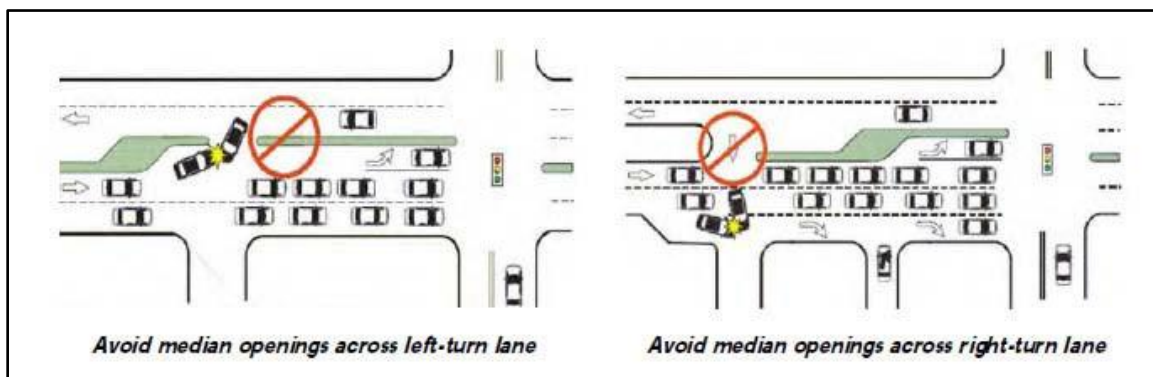
- A. New median openings or turn bays shall be allowed to provide access to a city street or to provide access to a private development only where the opening or turn bay can be constructed to satisfy the design standards set forth in this section. In no case shall median openings be located within the taper or storage area for another median opening or intersection.
- B. Where a new median opening is proposed for construction, a turn bay shall also be constructed unless the opening is designed to physically prohibit left turns from the divided roadway.
- C. If a roadway project is pending or under construction at the time of approval of a request for a median opening or turn bay, the approved median opening or turn bay shall be constructed to the standards for the approved or completed roadway; however, in no case shall construction standards be less than standards set forth above, and the person requesting the change shall pay any and all costs required to make the improvement. The person or party requesting the median opening or turn bay, if approved, shall pay to the City the estimated costs associated with design and installation of the median opening prior to the construction of same. If the estimate is insufficient to cover said costs the requesting party shall pay to the City any additional sums. If the estimated costs exceed the actual cost the overage shall be paid on completion of the project to the requesting person or party.
- D. If the requesting person or entity is to construct the median opening or turn bay, the procedures and requirements for construction and public dedication of median openings and turn bays shall be as provided for in this ordinance.

- E. Construction and materials shall be in accordance with the latest revisions of the TDOT Standard Specifications for Road and Bridge Construction.

3.2.5 Median Openings Across Turn Lanes

- A. Due to the danger of queues building up across a median opening, turning lanes must also be avoided in median openings
- B. Driveways shall not be located where it is necessary for left turning vehicles to cross an intersection's left-turn lane or right-turn lane. This problem is often exacerbated as queues build, prompting well-meaning "good Samaritans" to allow the left turner through, only to crash with a vehicle moving freely in the separate right-turn lane.

Figure 9: Avoid median openings across left and right turn lanes



3.2.6 Median Closures

Existing median openings within the vicinity of the access may be required to be closed or removed due to any of the following:

- A. Encourages unsafe, or illegal traffic movements;
- B. Exceeds spacing requirements;
- C. Does not have adequate sight or stopping-sight distance.
- D. Is located too close to an existing access or intersections
- E. Does not have appropriate auxiliary lanes; or.

3.3 Auxiliary/Turn Lanes

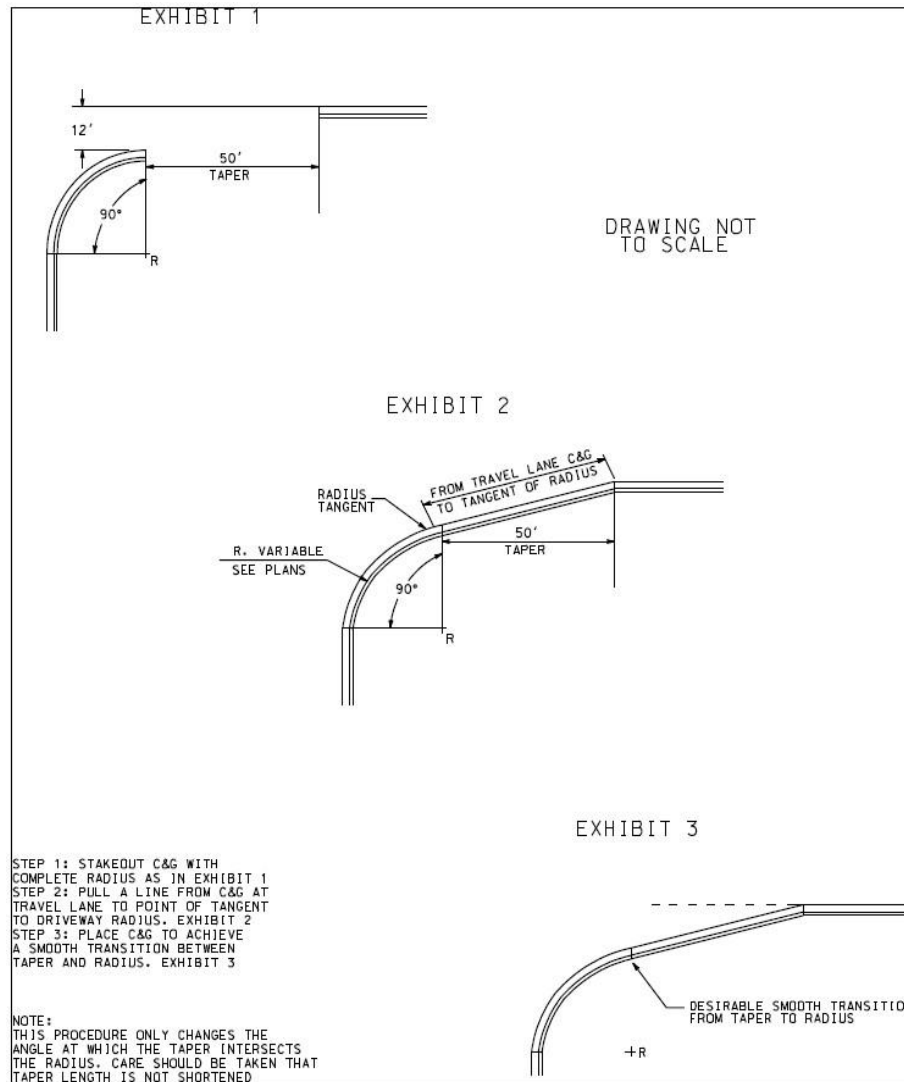
3.3.1 Deceleration Lanes

- A. Left turn/Right turn deceleration lanes may be required as determined by the Engineer at driveway accesses and designed in accordance with TDOT and City of Columbia regulations for arterial roadways.

3.3.2 Right-turn/Acceleration Lanes

- B. Right-turn / Acceleration Lanes shall be a minimum of 50 feet in length with an additional 50 foot long taper. The length may be required to be increased by the City Engineer, if supported by a Traffic Impact Study (TIS).
 - 1. Right-turn / Acceleration lanes are generally not provided on low speed highways. Acceleration lanes may be required at locations where grade, sight distance or traffic is such that the Development Services Department determines they are needed.
 - 2. A right-turn / acceleration lane and taper may be required at an access point under any one of the following conditions:
 - a. A high traffic volume on the highway and lack of gaps in traffic make use of an acceleration lane necessary for vehicles to enter and merge with the highway traffic flow.
 - b. The access location has/will have a high percentage of trucks using it.
 - c. Site specific conditions create the necessity for an acceleration lane for public safety or traffic operations, as determined by a TIS or by the City Engineer.
 - i. When operating speeds on the highway are 55 MPH and above, full-width acceleration lanes of sufficient length should be considered.
 - ii. On all driveways where a deceleration lane is provided, a tapered acceleration lane should be considered. The layout details of the acceleration lane taper are shown in **Figure 10**.
- C. A right-turn acceleration lane and taper may also be required at signalized intersections if a free right-turn lane is needed to maintain an appropriate level of service.
- D. The taper length will be included within the required acceleration length.

Figure 10: Acceleration Lane Taper Details



3.3.2 Dual Left Turn Lanes

- A. Dual left turn lanes are often needed to satisfy high volume demands. Capacity analysis shall be used to identify the need for dual left turn lanes.
- B. Dual left turn lanes are typically considered when the peak hour left turn volume is 300 vehicles or greater.
- C. The decision to use dual left turn lanes should consider the off-peak periods as well as the peak periods. The off-peak periods may be adversely affected, since the use of dual left turn lanes typically precludes permissive left turns. If dual left turn lanes are included in the design,
- D. The decision to use dual left turn lanes should also consider pedestrian activity in the area. Pedestrians will have greater difficulty crossing an intersection with dual left turn lanes due to the increased width.

3.4 Corner Clearance

3.4.1 General Provisions

- A. No driveway approach may be located closer to the corner than as shown in **Table 3**.
 - 1. This measurement shall be taken from the intersection of property lines, or the intersection of the projected extension of property lines, at the corner to the centerline of proposed driveway.
- B. All corner lots shall be of adequate size to provide required corner clearance on street frontage and front yard setbacks.
- C. When corner clearance or minimum spacing requirements cannot be met due to lack of frontage and all means to acquire shared access drives or cross access easements have been exhausted, the driveway location shall be approved by the City Engineer.
- D. If the applicant for a driveway permit determines, through analysis, that a driveway could be appropriately located closer to an intersection than the corner clearance dictates, the applicant shall submit a traffic study that, using acceptable engineering standards, concludes that it is acceptable to place the driveway closer to the intersection.

Table 3: Corner Clearance Requirements

Accessed By Driveway	Intersecting Street		
	Principal & Minor Arterial	Collector	Local
Principal Arterial	440 ft.	440 ft.	440 ft.
Minor Arterial	330 ft.	330 ft.	330 ft.
Collector	220 ft.	220 ft.	220 ft.
Major Local	150 ft.	100 ft.	50 ft.
Local	100 ft.	50 ft.	50 ft.

3.5 Traffic Signals

3.5.1 Spacing

- A. Closely or irregularly spaced traffic signals on roadways result in frequent stops, unnecessary delay, increased fuel consumption, excessive vehicular emissions, and high crash rates.
- B. Planning ahead for long and uniform signal spacing enhances the ability to coordinate signals and to ensure continuous movement of traffic at the desired speed. Failure to carefully locate access connections or median openings that later become signalized, can cause substantial increases in travel times. In addition, poor signal placement may lead to delays that cannot be overcome by computerized signal timing systems.
- C. Optimal spacing depends on travel speed and cycle length. Research data indicate that as speed and cycle length increase, so does desired spacing.
- D. Spacing between signalized intersections shall have a minimum separation as illustrated in **Table 4**.

Table 4: Spacing of Signalized Intersections

Signal Spacing (ft.)	
Desirable	2640
Minimum	1320

- E. Under certain conditions, better operation may result from the introduction of signals with less spacing if the alternative forces high volumes of traffic to an adjacent intersection. When the applicant can show, through an alternative analysis, that better operations can be achieved with less spacing, an exception will be considered. Signal spacing shall be determined based upon corridor performance rather than individual access requests.

F. Effects of Signal Spacing

- 1. Spacing of signals has a direct effect on roadway efficiency.
 - a. 1/2-mile signal spacing could reduce vehicle-hours of delay by over 60% and vehicle-hours of travel by over 50%, compared with signals at 1/4-mi intervals with full median openings between signals.
 - b. A four-lane divided arterial having signals at uniform 1/2-mi signal spacing could carry the same volume of traffic as a six-lane divided roadway with a 1/4-mi signal spacing.
 - c. Each traffic signal per mile added to a roadway reduces speed 2 to 3 mph. **Table 5** indicates percentage increases in travel times that can be expected as signal density increases, using two traffic signals per mile as a base.

TABLE 5: Percentage Increase in Travel Times as Signalized Density Increases

Signals per Mile	Percent Increase in Travel Time*
2.0	0
3.0	9
4.0	16
5.0	23
6.0	29
7.0	34
8.0	39

*Compared with 2 Signals per Mile

2. The number of crashes and crash rates increases as the frequency of traffic signals increases.

G. Signal Spacing, Cycle Length, and Progression

1. A uniform signal spacing of 1/2 mi provides for efficient signal progression at speeds of 35 mph to 45 mph along major suburban arterials. At these speeds, maximum flow rates are achieved and fuel consumption and emissions are kept to a minimum.

H. Deviation from the Adopted Signal Spacing Interval

1. In many developed areas, signal spacing has already been established by the locations of intersecting streets. In addition, obtaining long, uniform signalized intersection spacing is often difficult in practice when:
 - a. There are severe natural or topographical constraints;
 - b. Land ownership patterns were laid out by metes and bounds; and
 - c. The street pattern is irregular or the area is highly urban with short blocks.
2. When a signalized intersection deviates from the selected uniform interval, progression can be maintained by increasing the percentage of cycle length devoted to the major arterial—with a comparable decrease in green time for the intersecting street. With short cycle lengths (i.e., 60 s), each 1% deviation in intersection spacing requires an increase in green time for the major street of 1% of the cycle length to maintain progression and a 1% decrease in green time for the minor street
3. For long cycles (120 s), the green time to the major street and red time to the minor street would need to be increased by 2% of the cycle length for each 1% deviation. This is a critical issue when considering arterial-to-arterial spacing.

- I. Desired progression efficiency for different roadway
 1. As progression efficiency decreases, fuel consumption, delay at signalized intersections, and vehicular emissions increase. Because of the volumes they carry and the intense traffic demand during peak periods, a high level of progression efficiency is desirable on major urban arterials.
 2. Lower levels of efficiency are acceptable on roadways of lesser importance and lower classification because of the lower volumes, shorter trips served, and driver expectancy. Therefore, the magnitude of the deviation from an adopted or ideal uniform signal spacing interval may increase as the roadway functional classification decreases.
 3. Conditions and criteria to be addressed in the evaluation of a potential signal location include the following:
 - a. Combinations of speed, cycle length, and minimum progression efficiency for both the peak and off-peak periods;
 - b. Computer software to be used;
 - c. Traffic volumes;
 - d. Development conditions;
 - e. Length of roadway segment to be evaluated; and
 - f. Other relevant factors.
 4. Alternatively, the state code or local ordinance may specify minimum progression efficiency criteria for different functional classes of roadways and provide that the conditions (combinations of speed and cycle length, volumes, length of roadway segment, acceptable computer software, and so forth) will be specified for each individual case.

3.5.2 Traffic Signal Timing

- A. In all cases, signal timing shall be coordinated to facilitate traffic flow. For undeveloped sections of a corridor, two-mile spacing should be considered.
- B. For frontage or service roads, preference in traffic signal timing and operation shall be given to highways and cross-streets of a higher access category or function.

3.6 Frontage Roads

3.6.1 Frontage Road Concepts

- A. An effective treatment to consolidate the number of access points, and therefore conflict points, on an arterial highway can be achieved through the construction of a frontage road or a reverse frontage road. These concepts are depicted in **Figure 13**.
- B. A frontage road is a local street (one-way or two-way) that serves multiple land uses (properties) and provides one to two points of access onto the main roadway. A frontage road can be constructed without taking existing buildings fronting the roadway when the buildings are setback far enough to accommodate the roadway and maintain the minimum setback from the road required by zoning.
- C. Frontage roads have a place in serving commercial development as well as residential access needs. When carefully designed to facilitate access and maintain signal operations, frontage roads can be a viable access management technique for large commercial developments.

3.6.2 Guidelines for Frontage and Service Roads

- A. Frontage roads have been observed to function successfully when they serve low density trip generation activities such as residential and small office areas.
- B. Frontage roads for retrofit situations should operate one way and should enter and leave the main lanes as merging and diverging maneuvers.
- C. Experience has shown that when a large separation is provided between the intersection of the major road and the crossroad, and the intersection of the crossroad and the frontage road, the minimum separation is suitable only where frontage road volumes will be very low.
- D. On a two-way frontage road, a separation of at least 300 ft. (preferably more) is necessary for efficient and safe operation and that the absolute minimum is 150 ft.
- E. A landscaped buffer between the major roadway and the frontage road will help avoid driver confusion while improving roadway aesthetics. A minimum buffer width of 25 feet is suggested.
- F. The reverse frontage design (**Figures 12 and 13**) results in a separation that allows the intersection of the frontage road and the crossroad to operate with little or no adverse effect on the intersection of the major road with the crossroad.
- G. Pedestrian and bicycle traffic can be accommodated along the frontage road.
- H. Parking on the frontage road may be permitted in residential areas.

Figure 11: Frontage Roads Concept

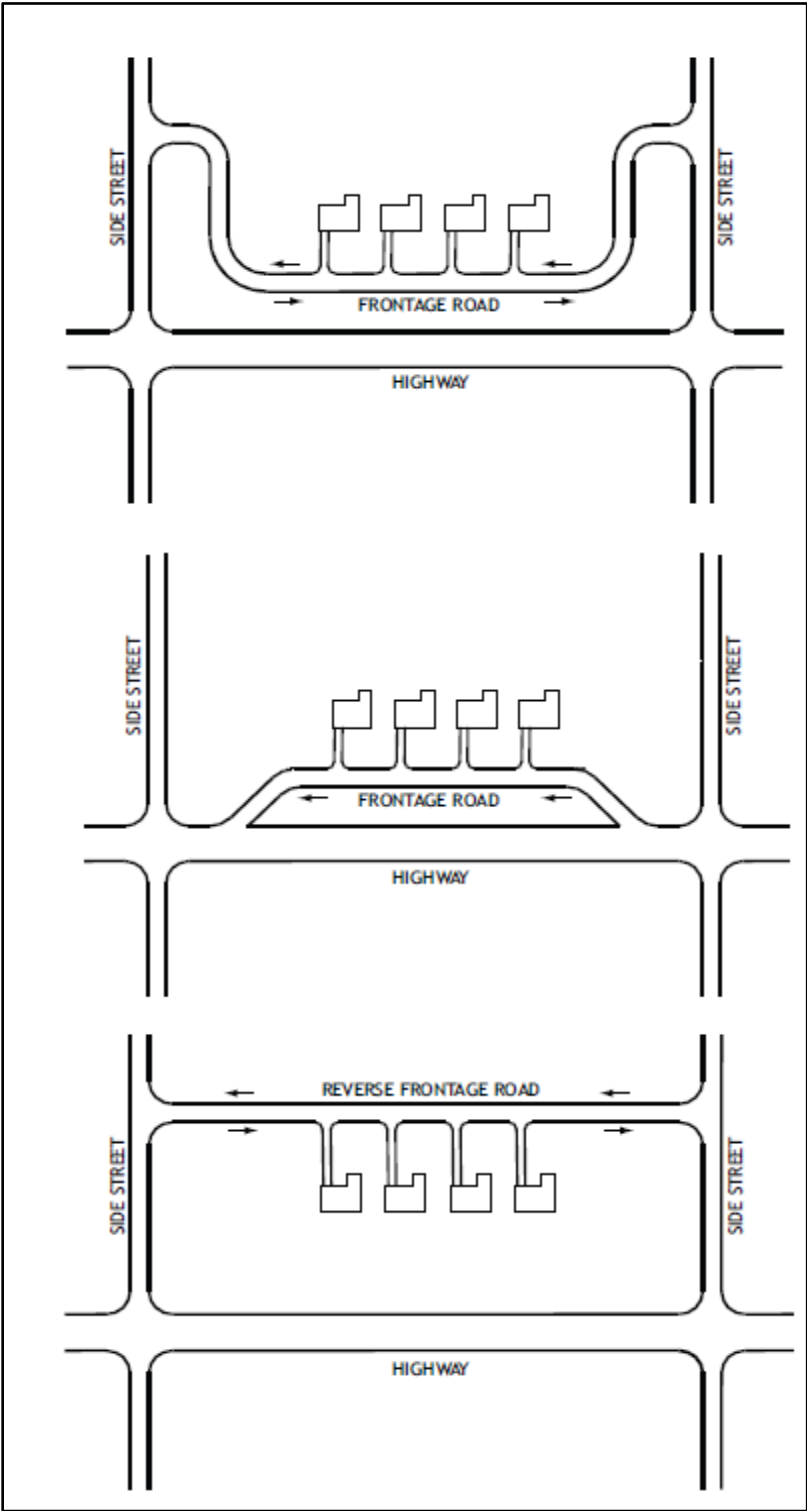
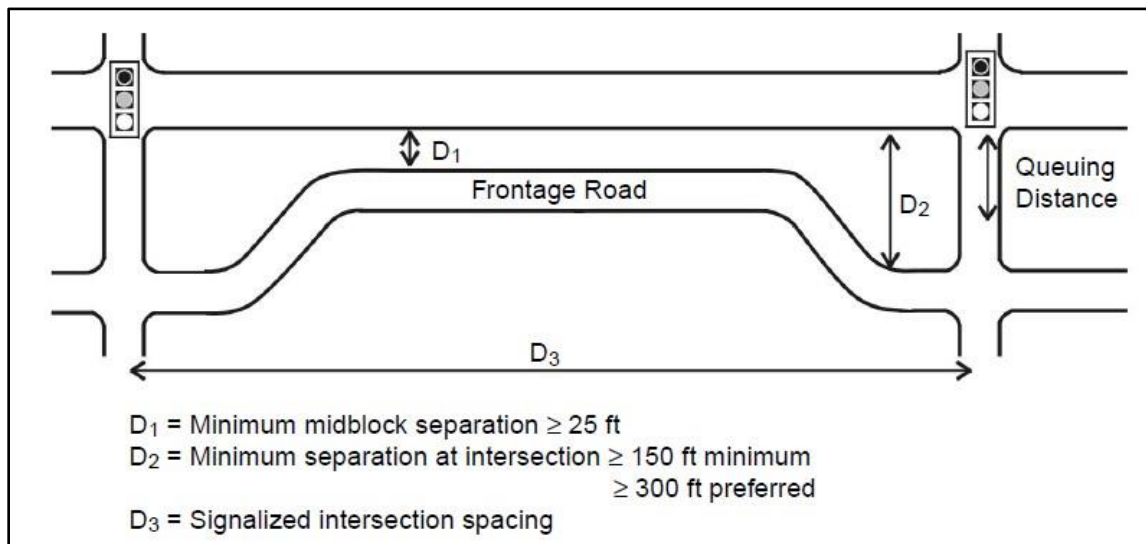


Figure 12: Frontage roads in residential or light office areas can work well where they are one way and begin and end between major crossroads.



Figure 13: Minimum separation between a frontage road and the major roadway



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Chapter 4: Permitting and Appeals

Projects, applications, or requests that require CMPC Approval (Planned Unit Development, Subdivision Preliminary or Final Plat, or Development Plan) shall follow **Section 4.1**. Projects, applications, or requests that do not require CMPC Approval shall follow **Section 4.2**.

4.1 Implementing Access Management

4.1.2 Review Procedures

- A. Access requests that are submitted as part of an overall development (Planned Unit Development, Subdivision (Preliminary or Final Plat), Site Plan, or Building Permit) shall be reviewed according to the regulations and schedule for the respective submittal (for example, a Preliminary Plat shall show compliance with these Access Management requirements and following the Plat submittal, review process, and schedule per the Subdivision Regulations, while a Site Plan shall show compliance with these Access Management requirements and follow the Site Plan submittal, review process, and schedule per the Zoning Ordinance.)
- B. If access requests are included as part of an overall development, they shall, at a minimum, show the following to demonstrate compliance with this Ordinance:
 - 1. Location of access point(s) on both sides of the road, where applicable;
 - 2. Distances to neighboring constructed or approved access points, median openings, traffic signals, intersections, and other transportation features on both sides of the property;
 - 3. Number and direction of lanes to be constructed on the driveway plus pavement marking plans;
 - 4. All planned transportation features (such as auxiliary lanes, signals, etc.);
 - 5. Trip generation data or appropriate traffic studies;
 - 6. Parking and internal circulation plans;
 - 7. Surveyed lot lines showing property lines, rights-of-way, and ownership of abutting properties; and
 - 8. Any deviation from these standards shall include a detailed description of such requested exception from these standards and the reason(s) the exception is requested. The request for an exception shall provide detailed answers to the items listed in **Section 4.4.2**.
- C. Subdivisions, Planned Unit Developments, Site Plans, Preliminary Plats, and Final Plats shall address the following access considerations:
 - 1. Is the road system designed to meet the projected traffic demand, and does the road network consist of hierarchy of roads designed according to function?
 - 2. Does the road network follow the natural topography and preserve natural features of the site as much as possible? Have alignments been planned so that grading is minimized?

3. Is access properly placed in relation to sight distance, driveway spacing, and other related considerations, including opportunities for joint and cross access? Are entry roads clearly visible from the major arterials?
 4. Do residential units obtain access on a local streets rather than major roadways?
 5. Is automobile movement within the site provided without having to use the peripheral or arterial road network?
 6. Does the road system provide adequate access to buildings for residents, visitors, deliveries, transit vehicles, emergency vehicles, and garbage collection?
 7. Have the edges of the roadways been landscaped? If sidewalks are provided alongside the road, have they been set back sufficiently from the road, and has a landscaped planting strip between the road and the sidewalk been provided?
 8. Does the pedestrian path system link buildings with parking areas, entrances to the development, transit access, open space, and recreational and other community facilities?
- D. The City reserves the right to require traffic and safety analysis where safety is an issue or where significant problems already exist.
- E. Any application that involves access to the state highway system shall be reviewed by the Tennessee Department of Transportation (TDOT).
- F. If the driveway permit or other element of the request is denied, the Development Services Department shall provide a response indicating why the request has been denied.

4.2 Driveway Permit Process

4.2.1 Permits

- A. Any plans submitted for building approval which include or involve driveways shall be reviewed for conformance to this ordinance before a building permit is issued.
- B. A driveway permit for a new development may be reviewed concurrently with a Planning Commission submittal. Approval of driveway location and design for new properties and other developments on a building plan or site plan may be considered the permit for driveway installation.
- C. Any property owner desiring a new driveway or an improvement to an existing driveway at an existing property that does not require Planning Commission shall make application to the Development Services Department for a driveway permit, in writing, and designating the contractor who will do the work, to the City Engineer. This permit request shall be accompanied by a plan and/or drawings that demonstrate compliance with this Ordinance. The City Engineer will prescribe the construction procedure to be followed. A permit shall be required for the location of all driveways that provide for access to property. Driveway permits may also be required for any significant structure changes, land use changes, or property boundary change, wherein **Section 4.1** shall apply. The driveway permit shall also be in conformance with the **Columbia Municipal Code, Section 16-210**.

4.3 Retrofitting

4.3.1 Acquire Access Rights

- A. Permitted access connections in place as of (date of adoption) that do not conform with the standards herein shall be designated as nonconforming features and shall be brought into compliance with applicable standards under the following conditions:
 - a. When new access connection permits are requested;
 - b. Substantial enlargements of the existing floor area (defined as an increase of floor area of 15% or more) or improvements to the existing building (defined as 55% or more of the building is altered);
 - c. Significant change in trip generation; and/or
 - d. As roadway, utility, or other governmental capital and infrastructure improvements allow.
- B. If the principal activity on a property with nonconforming access features is discontinued for a consecutive period of 366 days, or discontinued for any period of time without a present intention of resuming that activity, then that property must thereafter be brought into conformity with all applicable connection spacing and design requirements, unless otherwise exempted by the permitting authority. For uses that are vacant or discontinued upon the effective date of this code, the 366-day period begins on the effective date of this ordinance.

4.4 Exceptions to the Policies, Standards, and Requirements of this Ordinance

4.4.1 General

Exceptions of the standards, regulations, and determinations of this Ordinance shall be made to the City Engineer. If an exception is not granted by the City Engineer, the applicant may appeal that ruling to the CMPC, as an agenda item at a regularly scheduled meeting.

4.4.2 Application for Exception to the City Engineer

- A. The application for exception shall be filed by written notification to the City Engineer.
- B. The applicant, property owner, or their agent shall have the right to appeal a decision of the City Engineer to the CMPC.
- C. An application for exception shall be based on a claim that the true intent of the Access Management Ordinance, as legally adopted, have been incorrectly interpreted, the provisions do not fully apply, or an equally good or better design is proposed.
- D. The City Engineer may grant Exceptions to the provisions of this Ordinance only after finding that the life, safety, health, and general welfare of Columbia will not be impacted by such an Exception.
- E. Each item listed below shall be considered and deemed satisfied by the City Engineer prior to the approval of an Exception to this Ordinance:
 - 1. The strict application of this Ordinance would result in practical difficulties to or undue hardship on the owner of the property.
 - 2. The situation is not self-created.
 - 3. The Exception may be granted without substantial detriment to the public good and without sustainably impairing the intent and purpose of this Ordinance.
- F. The City Engineer may consider the following items
 - 1. The conditions upon the request is based are unique to this property and are not applicable to other properties throughout Columbia.
 - 2. The specific property has exceptional narrowness, shallowness, or shape.
 - 3. The specific property has exceptional topographic conditions or other extraordinary or exceptional conditions that pertain to the physical nature of the property.
- G. The City Engineer shall provide a ruling and justification for the ruling to the applicant.

4.4.3 Appeals Process

- A. The Planning Commission shall hear and decide appeals of orders, decisions, or determinations made by the City Engineering or designee relating to the application and interpretation of the technical provisions of the adopted Access Management Ordinance, as adopted by the City of Columbia, Tennessee.
- B. The application for appeal shall be filed with the Development Services Department within 90 calendar days after the ruling by the City Engineer was made, and shall be accompanied by a fee, as determined by the Development Services Department.
- C. The Planning Commission may grant Exceptions to the provisions of this Ordinance only after finding that the life, safety, health, and general welfare of Columbia will not be impacted by such an Exception.
- D. Each item listed below shall be considered and deemed satisfied by the Planning Commission prior to the approval of an Exception:
 - 1. The strict application of this Ordinance would result in practical difficulties to or undue hardship on the owner of the property.
 - 2. The situation is not self-created.
 - 3. The Exception may be granted without substantial detriment to the public good and without sustainably impairing the intent and purpose of this Ordinance.
- E. The CMPC shall keep a record of all appeals.

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Chapter 5: Definitions

The following terms, as used in this document, shall have the following meanings unless the context thereof indicates to the contrary. The City Engineer shall be vested with interpretation powers over all provisions of this Ordinance.

AASHTO

(American Association of State Highway and Transportation Officials) which publishes documents in this manual, including A Policy on Geometric Design (Green Book) and Roadway Design Guide.

Acceleration Lane

A speed-change lane, including tapered areas, for the purpose of enabling a vehicle entering the roadway to increase its speed to a rate at which it can more safely merge with through traffic. This also may be titled as an "accel lane."

Access

Entrance to or exit from land adjacent to a public road. May be a driveway, public street, private street, or alley.

Angle of Two-way Driveway

The angle of deflection measured from the centerline of the nearest travel lane to the centerline of the driveway. An angle of 90 degrees is desirable.

Auxiliary Lane

The portion of the roadway adjoining the traveled-way for parking, speed change, turning, weaving, truck climbing, and other purposes supplementary to the through-traffic movement.

Corner Clearance

The distance from an intersection of a public or private road to the nearest access along the highway system. This distance is measured from the closest edge of pavement of the intersecting road to the closest edge of pavement of the access measured along the traveled way (through lanes).

Curb Cut

An access or driveway providing ingress and/or egress to or from the highway system along a "curbed" section of highway.

Commercial Driveway

Any private entrance, exit, ramp, tunnel, bridge, side road or other vehicular passageway to any property used for commercial purposes, except a farm or dwelling house not exceeding a four-family capacity, and leading to or from any public road on the highway system.

Deceleration Lane

A speed-change lane, including tapered areas, for the purpose of enabling a vehicle that is making an exit turn from a roadway to slow to a safe turning speed after it has left the mainstream of faster-moving traffic. Also called a "decel lane"; it denotes a right turn lane or a left turn lane into a development.

Driveway

Private entrance to or exit from land adjacent to a public road. Typically serves a limited number of lots, or uses.

Driveway Width

The narrowest width of a driveway measured perpendicular to centerline of the driveway, from edge of pavement to edge of pavement or face-of-curb to face-of-curb where curb and gutter are installed.

Directional Median Opening

An opening in a restrictive median which provides for U-turn only and/or left-turn in movements. Directional median openings for two opposing left or "U-turn" movements along one segment of road are considered one directional median opening.

FHWA

The Federal Highway Administration

Intersection

An at-grade connection or crossing of a one road with another road

Island

A device used to separate or direct traffic in order to facilitate the safe and orderly movement of vehicles. An island may be a raised area that provides a physical barrier to channel traffic movements or a painted area.

Median Crossover

An opening constructed in the median strip of a divided highway designed to allow traffic movements to cross from one side of the highway to the other. In some cases, the Access Management Engineer may require the design to be such that some movements are physically prohibited.

Residential Driveway

Any private passageway to any property used for dwelling purposes. However, if a driveway provides access for more than four dwelling units, it shall be considered a commercial driveway.

Restrictive Median

The portion of a divided highway or divided driveway physically separating vehicular traffic traveling in opposite directions. Restrictive medians include physical barriers that prohibit movement of traffic across the median such as a concrete barrier, a raised concrete curb and/or island, and a grassed or a depressed median.

Right-of-way (ROW)

All land under the jurisdiction of, and whose use is controlled by the City of Columbia, the Tennessee Department of Transportation or another local government.

Right-of-way Line

A line that defines the limits of the ROW of a public road as it relates to adjacent property.

Roadway

The portion of a highway, including shoulders, for vehicle use.

Sight Distance

Refers to intersection sight distance, which is the distance that can be seen along the main roadway by the driver of a vehicle on the driveway. The distance is measured based on an eye height of 3.5' and an object height of 3.5'. Sight Distance should be determined to provide adequate time for an entering vehicle to accelerate to within 10 mph of posted speed limit, prior to being overtaken by approaching vehicles. (Refer to AASHTO, Green book)

Stopping Sight Distance

The sum of two distances: the distance traversed by the vehicle from the instant the driver sights an object necessitating a stop to the instant the brakes are applied and the distance required to stop the vehicle from the instant brake application begins. Stopping sight distance is measured based on an eye height of 3.5' and an object height of 2.0'.

Traveled Way

The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

State Highway System (SHS)

The network of highways that have been functionally classified and which are under the jurisdiction of the State of Tennessee, as defined in State Statutes.

Appendix A: References

Access Management Handbook. (October 2000).

Center for Transportation Research and Education (CTRE) at Iowa State University.

<http://www.ctre.iastate.edu/Research/access/amhandbook/index.htm>

Access Management Manual, 2nd Ed. (2014).

Access Management Committee of the Transportation Research Board. Washington, D.C.

Atlanta Regional Commission. (December 2009).

<http://www.atlantaregional.com/html/23.aspx>

TDOT Roadway Design Guidelines. (February 17, 2016).

Tennessee Department of Transportation.

<https://www.tn.gov/tdot/topic/chief-engineer-design-design-guidelines>

Massachusetts Highway Department Project Development and Design Guide. (January 2006).

Massachusetts Department of Transportation.

<http://www.mhd.state.ma.us/default.asp?pgid=content/designGuide&sid=about>

Regulations for Driveway and Encroachment Control. (March 2, 2004).

Georgia Department of Transportation.

<http://www.dot.ga.gov/doingbusiness/PoliciesManuals/roads/Encroachment/DrivewayFull.pdf>

Unified Development Ordinance. (January 30, 2017).

City of College Station planning and development services.

<http://www.cstx.gov/Modules/ShowDocument.aspx?documentid=3598>

Vermont Best Practices for Access Management. (March 2004).

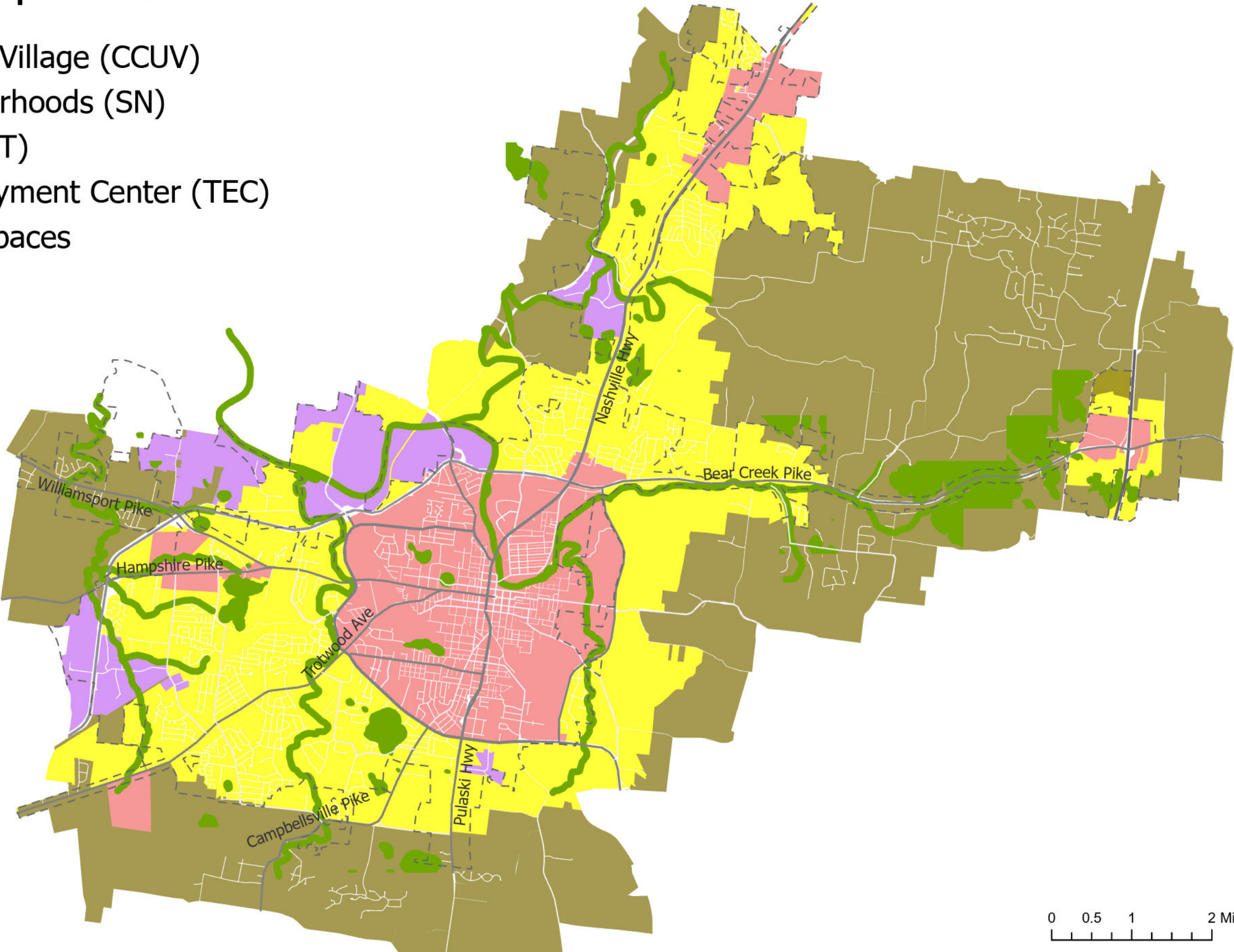
Vermont Agency of Transportation.

<http://www.vtaccessmanagement.info/Documents/BestPractices.pdf>

Connect Columbia Future Land Use Map

Updated 2023

- City Center Urban Village (CCUV)
- Suburban Neighborhoods (SN)
- Rural Transition (RT)
- Technology Employment Center (TEC)
- Hillsides Natural Spaces



Future Land Use Classification	Zoning Character District
Technology Employment Center (TEC)	SD-LI (Light Industrial) SD-HI (Heavy Industrial) SD-INT (Interstate)* PUD-R/PUD-MU CV Civic
Hillsides & Natural Spaces (HNS)	CD-2 (Rural) CV Civic Residential PUD PUD-R
Rural Transition (RT)	CD-2 (Rural) CV Civic
Suburban Neighborhoods (SN)	CD-3L (Neighborhood-Large Lot) CD-3 (Neighborhood) CD-4C (General Urban-Corridor) ** PUD-R/PUD-MU CV Civic
City Center Urban Village (CCUV)	CD-3 (Neighborhood) [†] CD-4 (General Urban) CD-4C (General Urban-Corridor) ** CD-5 (Urban Center) CD-5C (Urban Center-Corridor) ^{††} PUD-R/PUD-MU CV Civic

* SD-INT is limited to parcels within 3,960 feet of an Interstate, Freeway, or other limited access highway identified in the Transportation Plan.

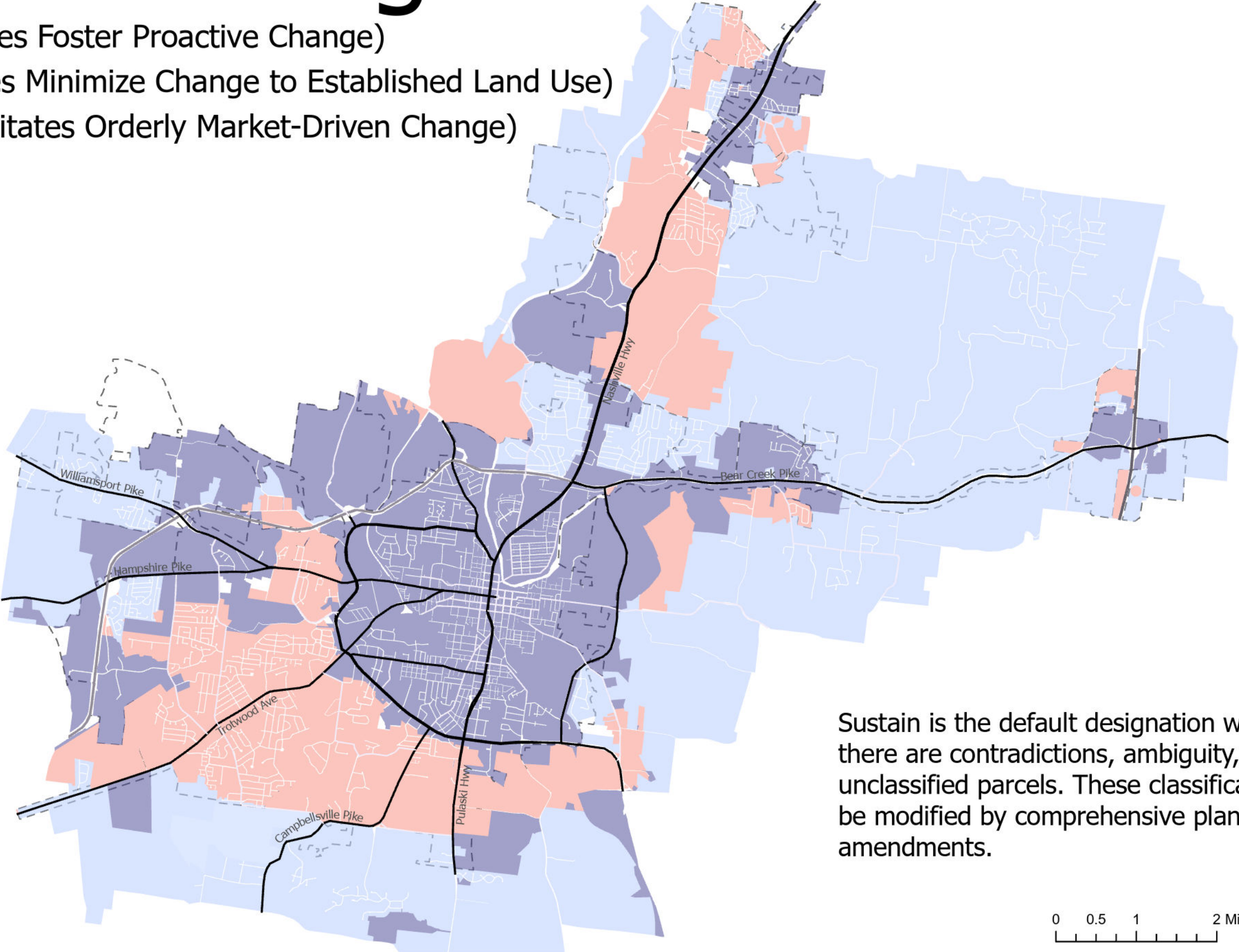
** CD-4C is limited to parcels identified as Facilitate or Activate on the Areas of Change map which have direct access onto a public right-of-way classified as principal arterial or minor arterial in the Transportation Plan.

[†] CD-3 is consistent with CCUV only where the Neighborhood Character District is compatible with the established land use pattern in the surrounding area.

^{††} CD-5C is limited to parcels identified as Activate on the Areas of Change map which have direct access to a Principal Arterial identified in the Transportation Plan.

Areas of Change

- Activate (City Policies Foster Proactive Change)
- Protect (City Policies Minimize Change to Established Land Use)
- Facilitate (City Facilitates Orderly Market-Driven Change)

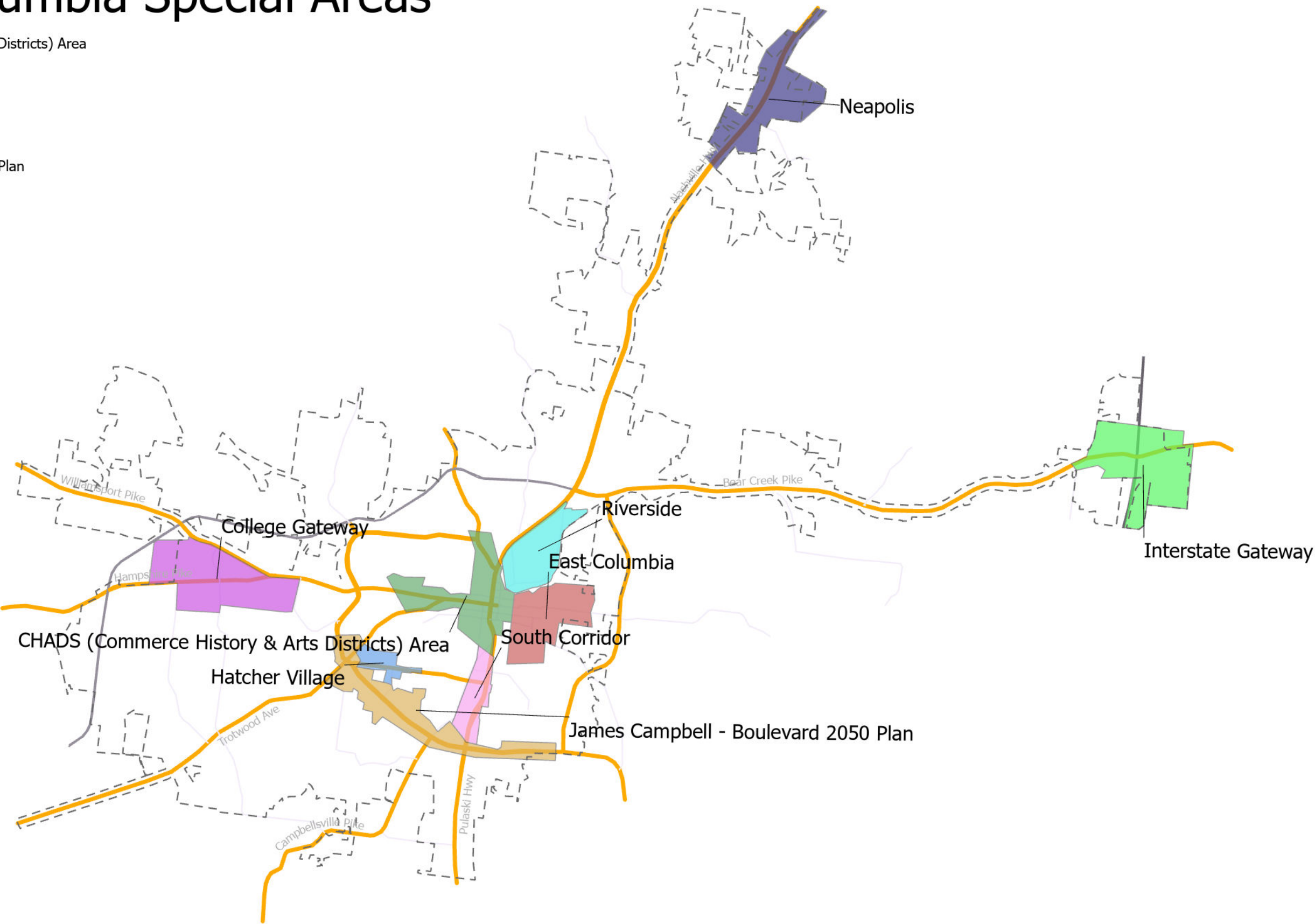


Sustain is the default designation wherever there are contradictions, ambiguity, or unclassified parcels. These classifications may be modified by comprehensive plan amendments.



Connect Columbia Special Areas

- CHADS (Commerce History & Arts Districts) Area
- College Gateway
- East Columbia
- Hatcher Village
- Interstate Gateway
- James Campbell - Boulevard 2050 Plan
- Neapolis
- Riverside
- South Corridor





CONNECT COLUMBIA

2023 Update

City of Columbia
Department of Development Services

What is a Comprehensive Plan

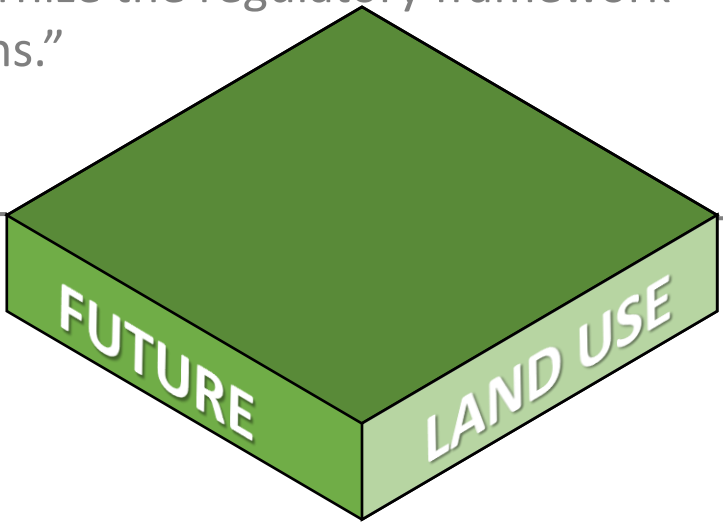
Process of Establishing:

Goals: Aspirational Statements Never arrive: can always do better.
“...establish a vibrant sense of place.”

Objectives: Measurable & Achievable “Update Planning Practices”

Policies: Specific actions to take “Develop and adopt [updated ordinances to] streamline, and modernize the regulatory framework for Zoning and Subdivision Regulations.”

General plans also establish mechanisms for ensuring **Concurrency** (providing infrastructure & services concurrent with development)



Future Land Use



Connect Columbia
Long Range Vision for Community
Comprehensive and Aspirational

HOW DOES IT ALL FIT TOGETHER?

Overlay Districts



Overlays like the Arts District and the Historic Districts add special standards beyond the base zoning in order to implement special area plans and control the character of development in a particular area. Overlays are often more prescriptive than base zoning.

Zoning Administration
Current Planning

Long Range Planning



Design Guidelines

Design guidelines apply specific prescriptive standards (e.g., developments visible from certain roadways and buildings within historic districts).



Zoning

The Plan is Implemented Primarily Through Zoning (the regulation of private land use)

The Zoning Ordinance Divides the jurisdiction into base zones. The Ordinance contains specific prescriptive and proscriptive standards.

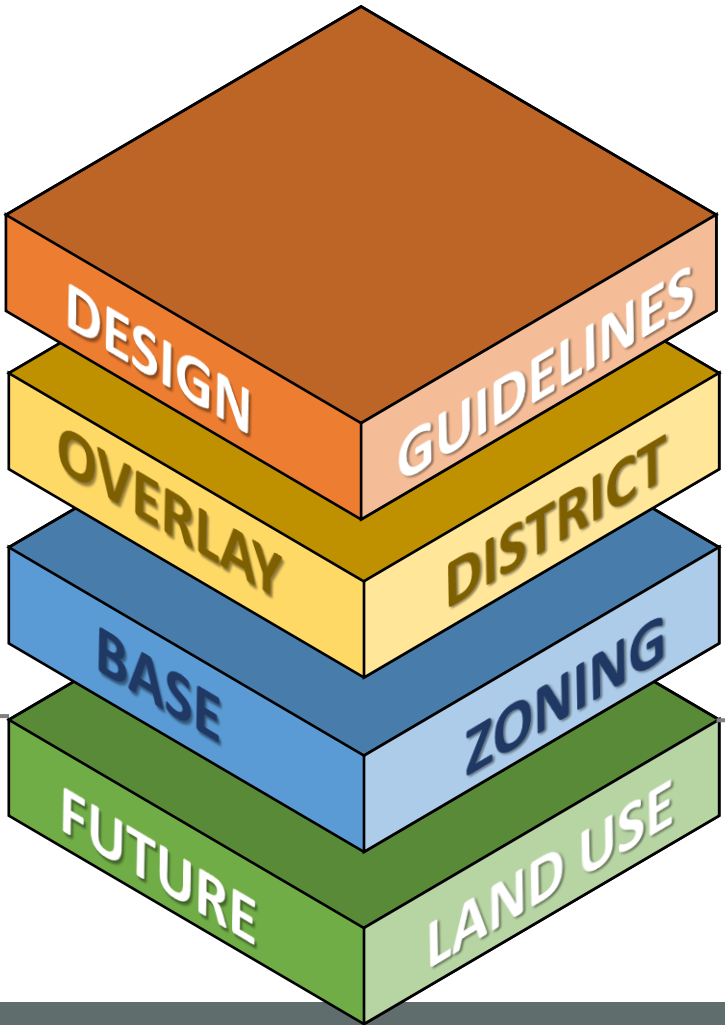
Zoning Controls:

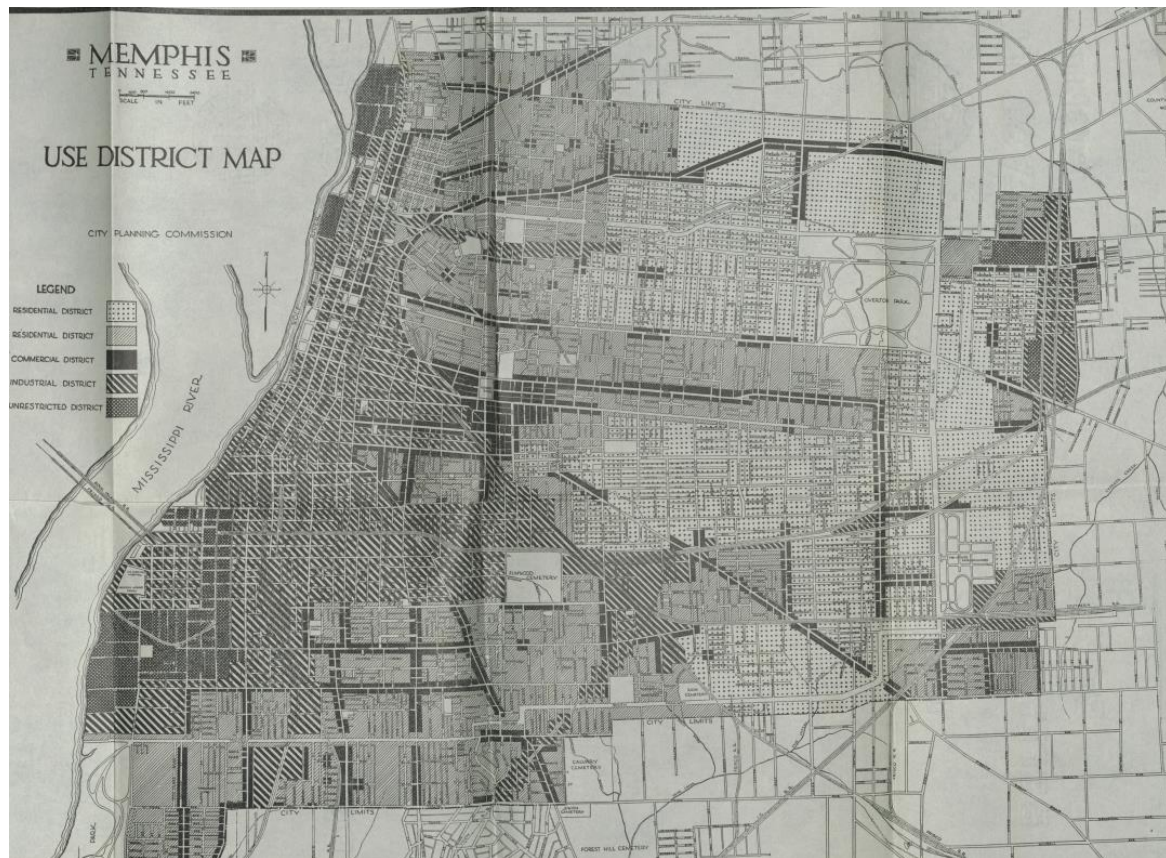
- Land Use
- Bulk Standards
- Performance
- Appearance and External Impacts of Private Land Use (Landscaping, Design, Parking)

Future Land Use

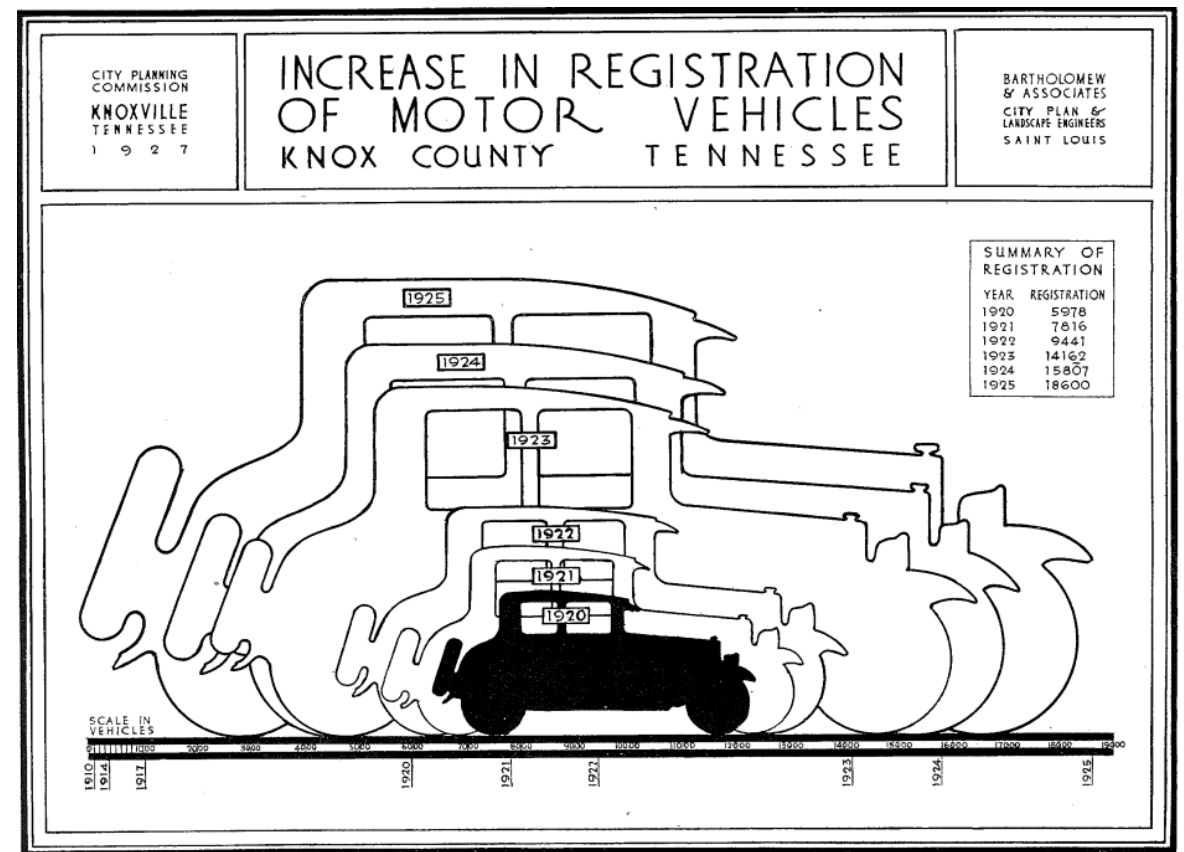


Connect Columbia
Long Range Vision for Community
Comprehensive and Aspirational





1924 City Plan of Memphis, Tennessee (Plate 50)



1930 Knoxville Comprehensive Plan (p. 48)

Tennessee communities first used comprehensive planning to deal with changes brought about by the automobile

What Values Should Guide Our Work?



Goals

Attainable Housing Opportunities

Safe, Clean Livability

↓
Stewardship

Connecting People

Small Business Friendly

Values

Stewardship - green space, culture, natural resources
Consolidation

Multi modal uses Trotwood, JCB

↳ Tie into Parks

↳ Connectivity

Healthier }
Safe & Sound } Health & Safety

Identifying neighborhood pockets, commercial, mixed use
Live / work mix Limiting to Neighborhood wants

Establish Neighborhood Identities, Culture, Character

Developing different thoroughfares

Equitable & Inclusive

Saving History, Heritage

Outlets

Rivitalize Corridor, corridors

Growth paying for growth - roads

Tiered housing opportunities

Cohesive, compatible



GUIDING PRINCIPLES

Connection:

Columbia provides options for safe and efficient movement throughout the city by a variety of transportation modes on an interconnected network.

Vitality:

Columbia is a safe community with opportunities for healthy living at all stages of life, natural resources for the benefit of current and future residents, and high standards for the quality of the built environment.



GUIDING PRINCIPLES

Steadfast:

Columbia is a fiscally stable municipality where growth is economically sustainable, history is preserved, new development is cohesive and compatible, and the unique character of each neighborhood is celebrated.

Neighborly:

Columbia is a place where all feel welcome and included in community decisions.



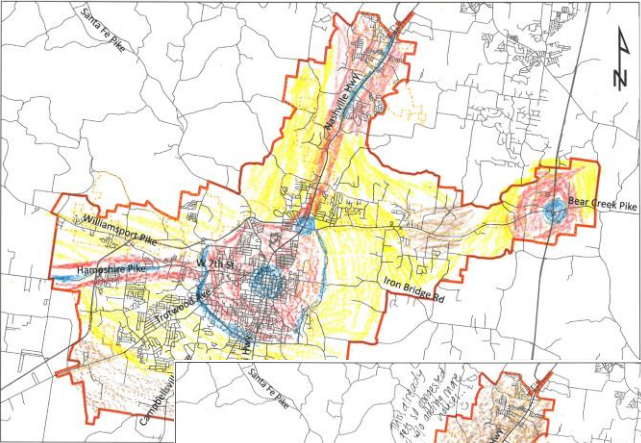
What will Columbia Look Like in 2028?

**What are the community's priorities for
Columbia over the next 5 years and
beyond?**

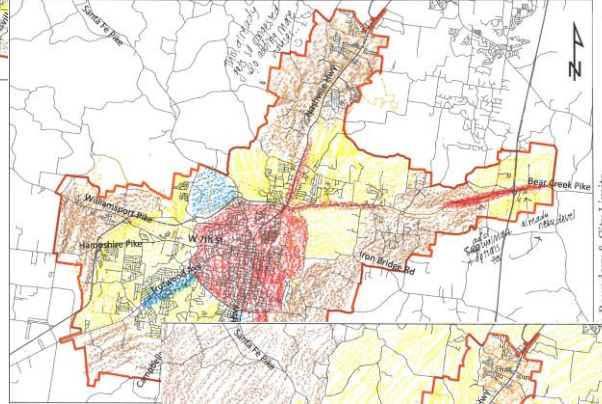




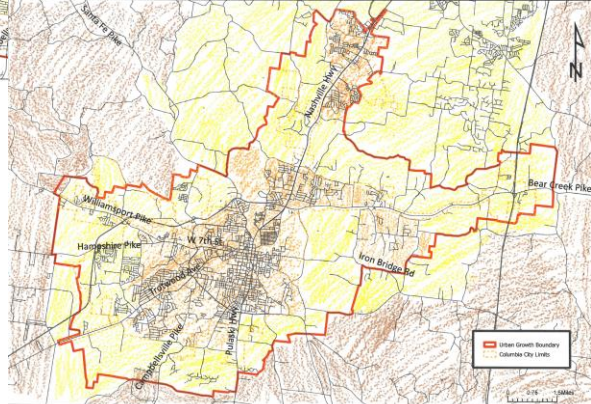




Urban Growth Boundary
Columbia City Limits



Urban Growth Boundary
Columbia City Limits



Urban Growth Boundary
Columbia City Limits

Project Type	Ranking
	Rank 1 through 6 1: Highest Priority Project Type 6: Least Priority Project Type
Safety	1
Congestion / Capacity	2
Walkability	4
Cycling	6
Streetscape / Beautification	3
Transit	5

Project Type	Pick One Project Number
Near Term	20
Mid Term	22
Long Term	106
Possible Addition	

Project Type	Ranking
	Rank 1 through 6 1: Highest Priority Project Type 6: Least Priority Project Type
Safety	6
Congestion / Capacity	4
Walkability	1
Cycling	3
Streetscape / Beautification	2
Transit	5

Project Type	Pick One Project Number
Near Term	1 - 6
Mid Term	1 2 3
Long Term	4 5
Possible Addition	Or briefly describe Amount of zoning provisions to allow small parcels to count parking downtown when calculating spaces required

WHAT ARE YOUR TOP PRIORITIES FOR PARKS & GREENWAYS?

PLAYGROUNDS

SPORT FIELDS

COMMUNITY GARDENS

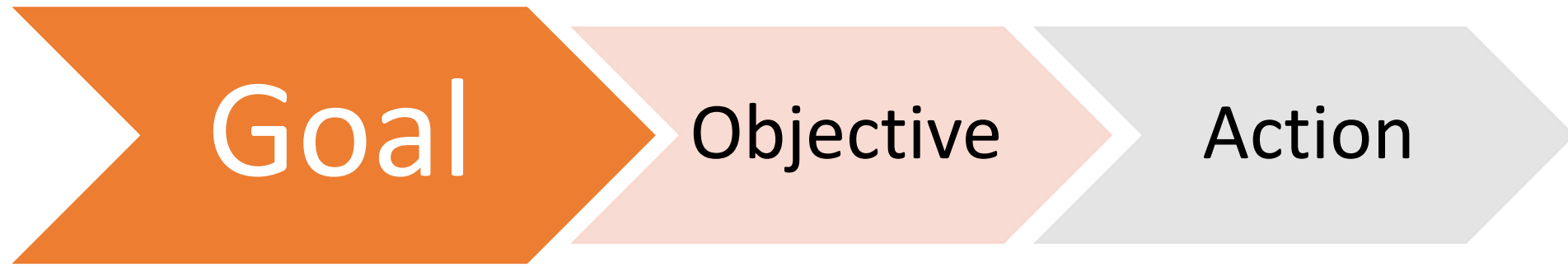
WHAT ARE YOUR TOP PRIORITIES FOR PARKS & GREENWAYS?

INDOOR RECREATION CENTERS

GREENSPACES & TRAILS

Top Priority Second Priority Third Priority

What are the City's Goals and Objectives for the next 5 years and beyond?



Connect Columbia Goal #1 Sustain the unique character of Columbia as it grows over time.

Connect Columbia Goal #2 Accelerate Columbia's Future

Connect Columbia Goal #3 Nurture Columbia's Strengths

Connect Columbia Goal#4 Invest in Columbia

Proposed Actions - Implementing the Plan

The 2023 update of Connect Columbia establishes an active and continuous long-range planning program. The goals and objectives of the framework plan are implemented through prioritized proposed actions. These actions inform the annual strategic planning process and provide general direction to all city actions which impact the physical development of Columbia. The proposed actions also provide specific direction to Planning & Zoning staff related to the 2023 - 2028 long range planning program.

Immediate	0 – 2 years
Mid-Range	2-3 years
Long-Range	4-5 years and ongoing

The implementation timeline is fluid; the proposed actions are interrelated. The Planning Commission may direct staff to reprioritize the actions based on shifting conditions and opportunities to accelerate objectives.

Implementation Matrix

Proposed Action	Related Objective	Priority for Implementation
Establish a regular cycle of annual reports from the Planning Commission to the City Council on implementation of these proposed actions and progress toward accomplishing the objectives of Connect Columbia. Reports should include a summary of any necessary changes to City regulations or procedures.	3.3	Immediate
Establish a regular annual cycle of revisions to the Zoning Ordinance.	3.3	Immediate
Update the Parks & Greenways element of the Comprehensive Plan during the first quarter of 2024.	4.2; 4.3	Immediate

Proposed Action	Related Objective	Priority for Implementation
Prioritize capital investments to improve pedestrian safety.	1.1	Long-Range
Establish a regular process of public participation to inform the implementation of these action steps.	3.3	Mid-Range
Develop a five-year Capital Improvements Plan (CIP) for city projects which improve the capacity and condition of infrastructure to support infill development and leverage private investment in Columbia.	1.1; 4.1; 4.3	Immediate
Establish by ordinance a citywide minimum level of service for parks and greenways.	1.1; 4.2; 4.3	Immediate
Revise the Civic Space provisions of the Zoning Ordinance to require new developments to meet or exceed the minimum level of service for parks and greenways either by providing civic space within the development or through payment in lieu to support City projects which maintain the level of service.	1.1; 4.2	Mid-Range
Develop a citywide mobility plan to incorporate and replace the transportation element of Connect Columbia.	2.4; 4.3	Mid-Range

Proposed Action	Related Objective	Priority for Implementation
Revise the procedures in the Zoning Ordinance to establish a rational nexus and proportionality analysis as a criterion of approval for all applicable requests for rezoning, Planned Unit Development approval, site development plan approval, and conditional use approval.	1.1; 4.2; 4.3	Immediate
Develop a neighborhood planning program to cultivate a sense of place, facilitate community input in land use decisions, and develop the social infrastructure of the community.	1.3; 2.2; 3.3	Mid-Range
Update or create a master plan for each subarea with recommended actions for implementation.	1.3; 2.2; 2.3	Immediate
Through the Columbia Arts Council, create a citywide public art plan with recommended actions for implementation.	2.7; 4.3	Mid-Range
Identify locations in established residential neighborhoods which can be utilized for small-scale neighborhood commercial retail uses.	3.2	Mid-Range
Revise the Zoning Ordinance and other regulations to accelerate the strategic interim uses of underutilized sites and serve the needs of the community in anticipation of higher-value redevelopment and upgrades.	1.1; 2.3	Immediate

Proposed Action	Related Objective	Priority for Implementation
Create an inventory of sidewalk conditions throughout the City and identify gaps in the pedestrian network.	1.1; 2.3	Mid-Range
Evaluate the benefits of joining the Community Rating System (CRS) to obtain discounts on flood insurance for Columbia residents; update floodplain management practices accordingly.	2.5	Immediate
Improve local freight routes and work through the Nashville MPO to collaborate with TDOT and other transportation partners to improve mobility options for Columbia residents.	2.4	Long-Range
Continuously identify and pursue state and federal economic development grant programs which support implementation of Connect Columbia.	4.3	Long-Range
Develop a citywide affordable housing strategy.	2.5	Immediate
Proactively support mixed use development on underutilized sites downtown while leveraging the Columbia Main Street program to promote Columbia as a destination for retail, dining, recreation, and cultural activities.	1.1; 3.1	Long-Range

Proposed Action	Related Objective	Priority for Implementation
Accelerate the adaptive reuse of structures in Columbia's historic downtown to cultivate a shared sense of history among Columbia residents and promote Columbia as a destination for heritage tourism.	1.1; 1.3	Long-Range
Revise the Historic District Design Guidelines and Historic Zoning Commission review process to be more efficient and predictable for businesses and property owners.	1.3; 3.3	Immediate
Revise the Zoning Ordinance and Historic Zoning Commission review process to protect historic structures (i.e., constructed before 1945) outside the designated historic districts.	1.1; 1.3	Immediate
Evaluate the creation of a locally-designated historic district for the East 8th Street commercial area.	1.3	Immediate
Collaborate with the Maury Alliance to involve small business and entrepreneurs in continuously identifying improvements to the Zoning Ordinance and other land development regulations which recruit and retain businesses that add to Columbia's unique <i>flavor</i> .	2.3; 3.1	Long-Range

Proposed Action	Related Objective	Priority for Implementation
Proactively accelerate code enforcement.	1.1; 2.3	Mid-Range
Enact programs to aid the repair or removal of dilapidated properties and assist property owners to eliminate non-conforming and inconsistent uses.	1.1; 2.3	Mid-Range
Coordinate the City's regular strategic planning with relevant implementation activities of Connect Columbia.	3.3	Long-Range
Identify opportunities to expand recreational access to the Duck River.	4.2	Long-Range
Revise the Zoning Ordinance to include hillside protection regulations. Provide incentives to protect scenic views and landscapes.	1.2	Mid-Range
Evaluate the feasibility of adding Transfer of Development Rights (TDR) with reciprocal conservation easements to preserve hillsides, vulnerable areas, and historically significant structures to allow development in more appropriate locations.	1.2; 1.3	Mid-Range
Amend the Zoning Ordinance to reflect the parking management practices identified in the Land Use Plan.	2.2; 3.1	Immediate

Proposed Action	Related Objective	Priority for Implementation
Coordinate with Maury County and adjacent municipalities to cooperatively preserve and protect natural areas and rural lands while encouraging efficient transportation corridors and infill development. Establish regular staff-level collaboration among the jurisdictions.	1.2; 2.4; 2.3; 2.5	Long-Range
Evaluate the feasibility of participating in the Tennessee Property Tax Freeze program for low-income seniors in order to prevent displacement of vulnerable long-term residents as Columbia grows and property values increase.	2.5	Immediate
Develop a regular staff-level data-driven process of interlocal cooperation to identify needed facilities and programs; develop interlocal strategies to provide needed facilities and programs concurrent with growth.	1.1; 4.3; 2.4	Long-Range
Per the Areas of Change Map, adopt evaluative criteria for all rezoning, Planned Unit Development approval, site development plan approval, and comprehensive plan amendment requests which sustain the established land use pattern and protects the character of existing neighborhoods in a manner that is consistent with Connect Columbia, applicable subarea plans, and other policies of the City.	1.2; 1.3	Mid-Range

What will Columbia Look Like in 2028?

Discussing Ideas with the Community?







Bringing it all Together

A Plan for Future Land Use

City Center & Urban Village Future Land Use Character Area

Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia’s iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia’s emerging neighborhoods. Each development parcel should add to Columbia’s existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents’ daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia’s core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

Form & Pattern

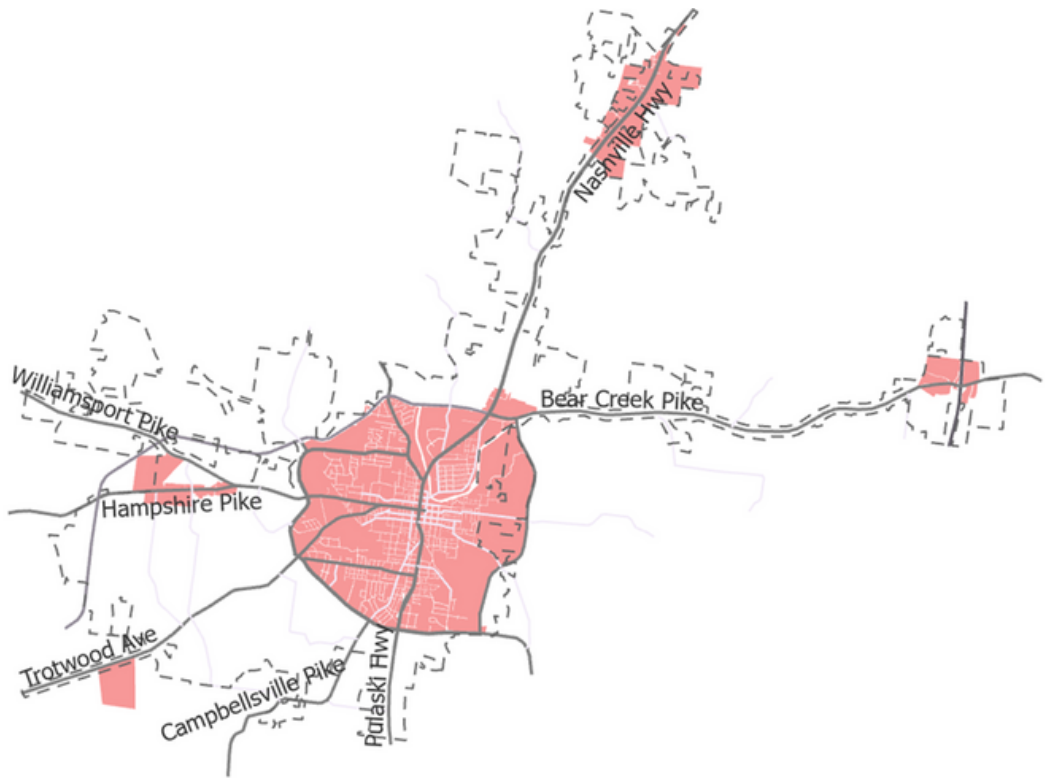
The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms though the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

Implementing Districts

- Neighborhood CD-3 (Only where compatible with established pattern)
- General Urban CD-4
- Urban Center CD-5
- General Urban-Corridor CD-4C (only along Arterial roadways)
- Urban Center – Corridor CD-5C (only along Arterial roadways)*
- Mixed Use PUD PUD-MU
- Civic CV

Implementing Standards

- General Development Pattern: Mixed Uses & Isolated Uses
- Density (density unites per ace): ≥ 12 du/ac
- Building Height: 1-5 stories
- Open Space Elements: Civic Spaces, Parks & Greenways



Suburban Neighborhoods

Character & Intent

The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents’ retail needs and provide a wider range of housing options. Each development parcel should add to Columbia’s existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as whole. The density and intensity of residential development increases in proximity to areas under the CCUV future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools.

Land Use Considerations

The primary land use is low-density detached housing. Along arterial roadways, primary uses may include offices, retail, and all forms of medium-density housing. Secondary land uses include accessory dwellings, two-family homes, civic uses, institutional uses, schools, religious facilities, utility facilities, parks and open space. New industrial and warehouse uses are inappropriate.



Form & Pattern

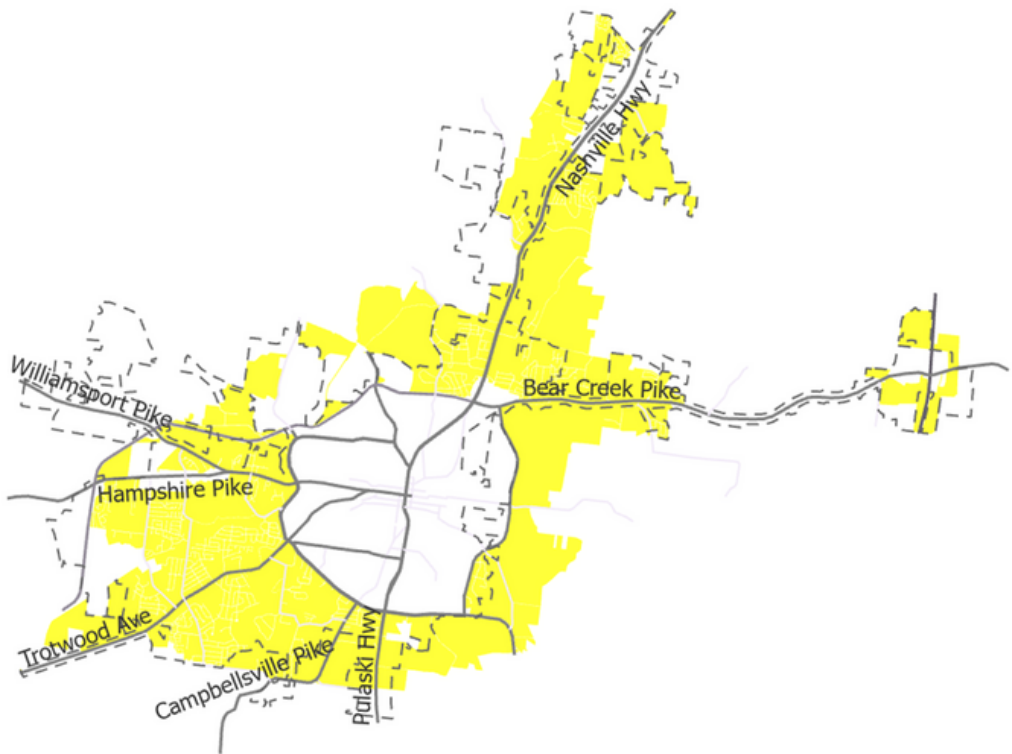
The SN future land use area is characterized by the organization of the built environment to extend a succession of large-lot neighborhoods and compact walkable neighborhoods. Development parcels extend established neighborhood patterns. Leap-frogging development is inappropriate. The SN future land use is distinguished from RT in the organization of lots and thoroughfares to form blocks. Physically separated developments which do not extend established block formation and roadway networks are inappropriate. The density of streets and blocks increases with proximity to CCUV and community anchors. Implementing bulk and design standards loosely delimit the public and domestic realms though the application of layers and front-to-back discipline of lots. Along arterial roadways, commercial corridors of varying intensities emerge over time with a high-quality built environment typified by a mix of building types and a balance between automobile-oriented and pedestrian-oriented design. The physical intensity of development along arterial corridors varies based on the surrounding residential density and the roadway’s place in the transportation network. New development should accompany concurrent extension of complete urban services. Parking is provided on-site by private land users, supplemented by on-street spaces.

Implementing Districts

- Neighborhood-Large Lot CD-3L
- Neighborhood CD-3
- General Urban-Corridor CD-4C (only along Arterial roadways)
- Manufactured Home Park SD-MHP
- Residential PUD PUD-R
- Mixed Use PUD PUD-MU
- Civic CV

Implementing Standards

- General Development Pattern: Mixed Uses & Isolated Uses
- Density (density unites per ace): 4 - 24 du/ac
- Building Height: 1 - 4 stories
- Open Space Elements: Civic Spaces, Parks & Greenways



Rural Transition

Character & Intent

The Rural Transition (RT) future land use classification is comprised of unincorporated areas within Columbia's UGB as well as areas of low-intensity development. The area is characterized by very low-density residential neighborhoods, large-lot semi-rural estates, open spaces, and legacy agricultural operations. The intent of the RT future land use classification is to create and maintain a discernable transition between agricultural uses in unincorporated Maury County and the suburban areas within Columbia.

Future development is limited and emphasizes the preservation of agricultural uses, open spaces, and the semi-rural character of areas adjacent to the city. Natural and scenic features, such as rolling hills, rivers, rock outcroppings, and historic homes should be preserved.



Land Use Considerations

The primary land use is very low-density detached housing. Secondary land uses include accessory dwellings, low-intensity agricultural operations, utility facilities, civic spaces, parks, and open space. New mixed-use, medium-density residential, commercial, industrial and warehouse uses are inappropriate

Form & Pattern

The RT future land use area is characterized by single-family detached residential areas and legacy agricultural operations. Implementing bulk and design standards prescribe large lots with very deep setbacks. In contrast to other areas, site and design requirements are minimal. Public frontages are insignificant and the delineation of public and private space is imprecise. Lots and roadways generally do not form blocks; however, large blocks become discernable in proximity to areas under other land use classifications. Complete urban services may not be available. Annexations and rezonings are inappropriate without concurrent extensions of urban services. Private land users provide their own parking.

Implementing Districts

Rural Character District CD-2
Civic CV

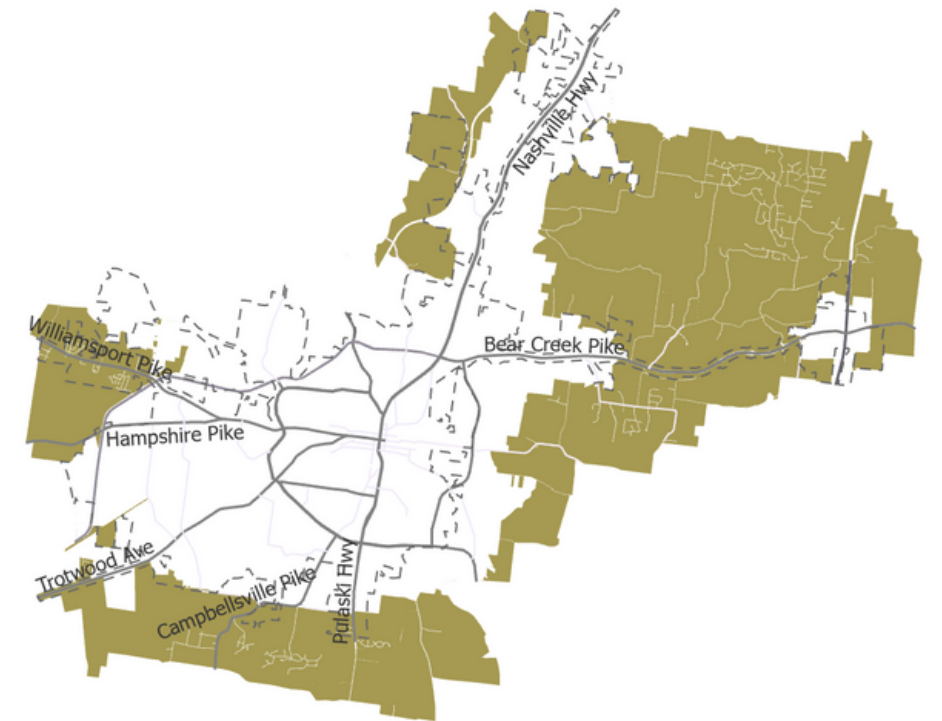
Implementing Standards

General Development Pattern: Isolated Uses

Density (density units per acre): 1 du/ac

Building Height: 1-3 stories

Open Space Elements: Parks & Greenways, Occasional Civic Spaces, Private Yards



Hillsides & Natural Spaces

Character & Intent

The Hillsides & Natural Spaces (HNS) future land use classification is comprised of visually impactful and environmentally sensitive areas within Columbia’s UGB. The area is characterized by parks, civic spaces, open spaces, and legacy agricultural operations. The intent of the HNS future land use classification is to protect riparian areas, hillsides with elevations greater than 775 feet, and other sensitive lands. Natural and scenic features, such as rolling hills, rivers, rock outcroppings, and historic homes should be preserved.



Land Use Considerations

Primary land uses are civic uses, conservation, and utility facilities. Secondary land uses include agricultural uses and very-low-density housing.

Form & Pattern

Development within the HNS future land use classification is limited and should emphasize the preservation of natural and scenic features. Legacy agricultural sites may be preserved but not expanded. Existing extractive operations will gradually phase out and cease. Future development is limited to park spaces, civic uses, and occasional detached single-family homes. Rolling hills, waterways, floodplains, historic rock outcroppings, and tree cover should be preserved. New development should provide benefits to the general public in the form of preservation, storm water facilities, communications infrastructure, municipal services, or increased access to natural and recreational amenities. Complete urban services may not be available. Where parking is necessary, it is provided on-site and designed to be minimally impactful

Implementing Districts

- Rural Character District CD-2
- Civic CV
- Residential PUD PUD-R

Implementing Standards

- General Development Pattern: Isolated Uses
- Density (density unites per ace): 1 du/ac
- Building Height: Residential: 3 stories
- Other Uses: N/A
- Open Space Elements: Parks & Greenways



Technology & Employment Centers

Character & Intent

The Technology & Employment Centers (TEC) future land use classification accommodates a wide range of specialized uses which provide employment opportunities and economic vitality to Columbia. New development must conform to performance criteria. Site standards are unique to each use case. Identifiable negative externalities are reduced through implementing regulations.



Land Use Considerations

Primary land uses include light and heavy industrial uses as well as research facilities, utilities facilities, materials processing, flex space, warehouses, storage and other similar uses. Secondary land uses include appropriate medium-density housing types, civic and institutional uses, parks, and open space. New detached housing is inappropriate.

Form & Pattern

The TEC future land use area is characterized by unique sties, each designed to accommodate a specific use. Implementing bulk and design standards impose few standards. In contrast to other areas, site and design requirements are minimal. Structures are functional and flexible. Non-industrial uses incorporate the standards applicable under other future land use classifications. New development should accompany concurrent extension of complete urban services. Parking is generally provided on-site by private land users.

Implementing Districts

- Light Industrial SD-LI
- Heavy Industrial SD-HI
- Heavy Interstate SD-INT
- Mixed Use PUD PUD-MU

Implementing Standards

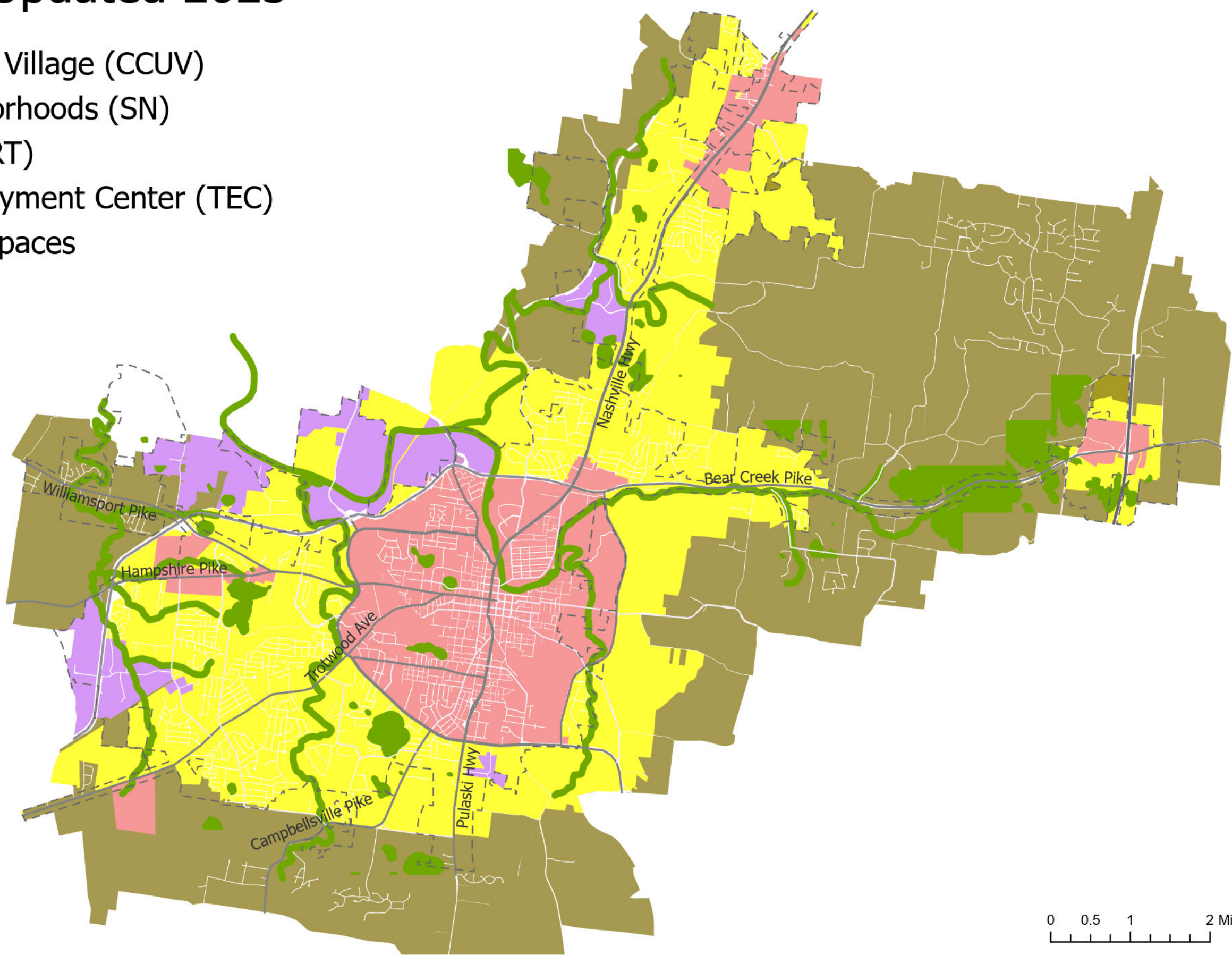
- General Development Pattern: Isolated Uses
- Density (density unites per ace): ≥ 12 du/ac
- Building Height: Varies



Connect Columbia Future Land Use Map

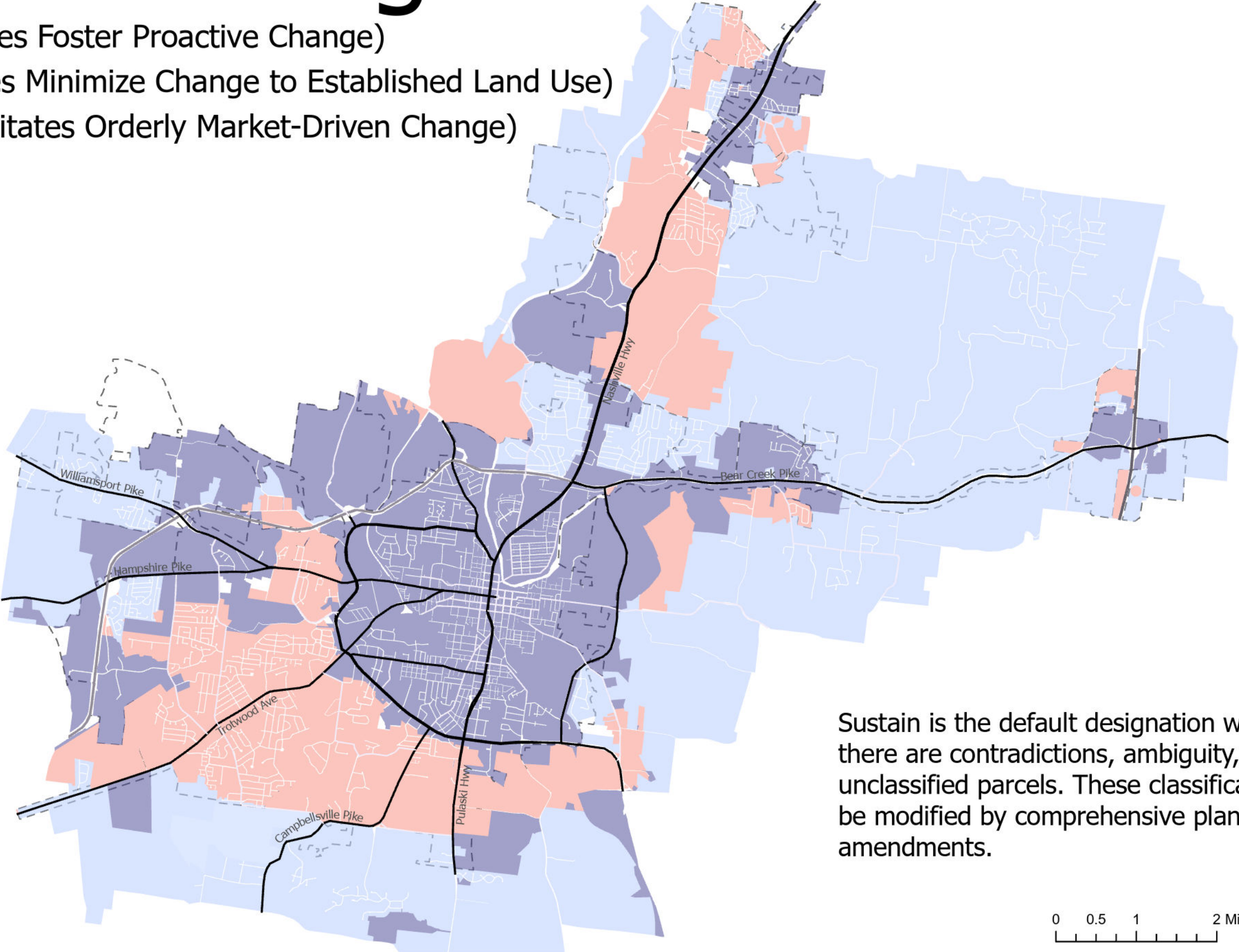
Updated 2023

- City Center Urban Village (CCUV)
- Suburban Neighborhoods (SN)
- Rural Transition (RT)
- Technology Employment Center (TEC)
- Hillsides Natural Spaces

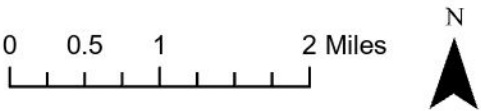


Areas of Change

- Activate (City Policies Foster Proactive Change)
- Protect (City Policies Minimize Change to Established Land Use)
- Facilitate (City Facilitates Orderly Market-Driven Change)

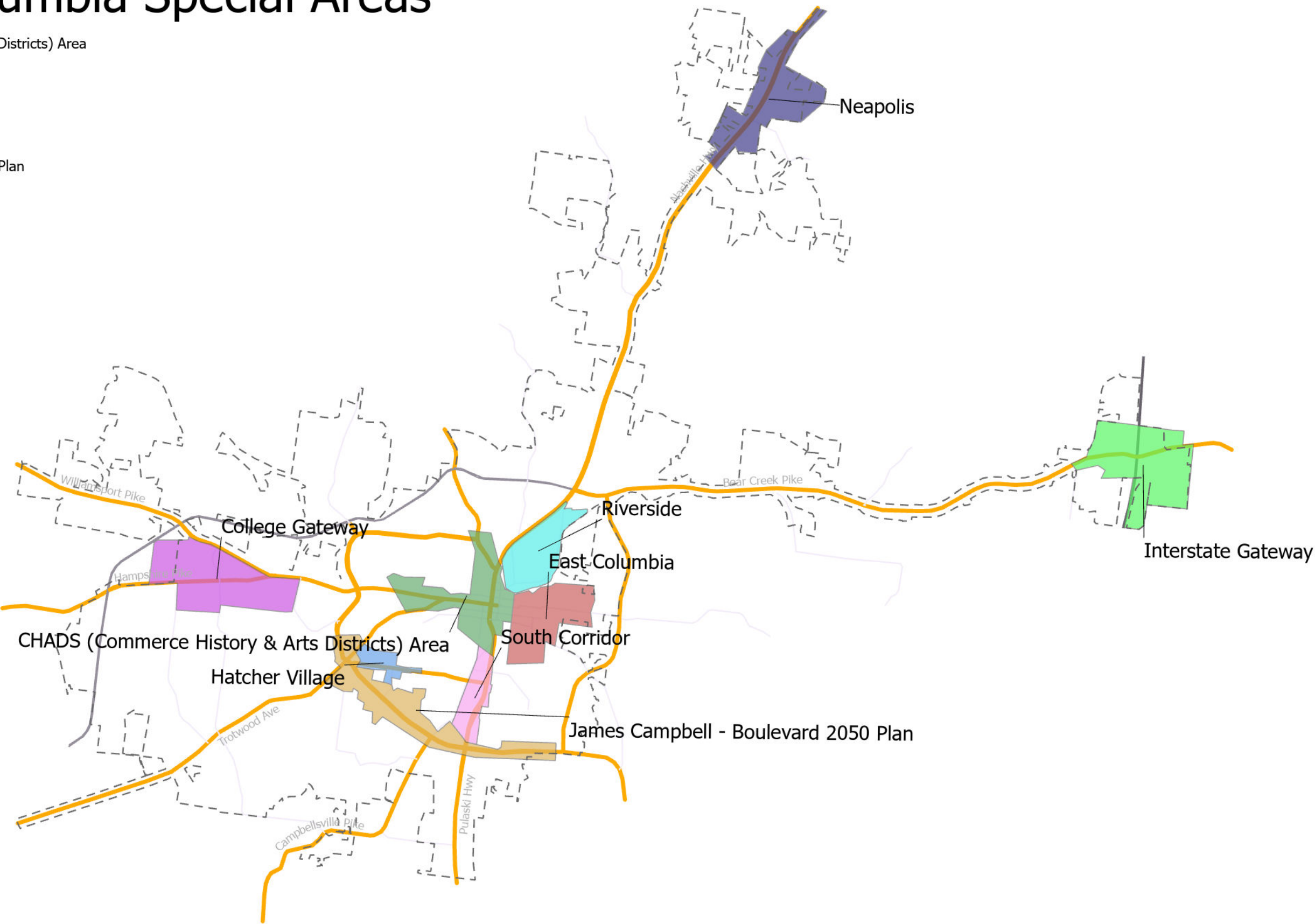


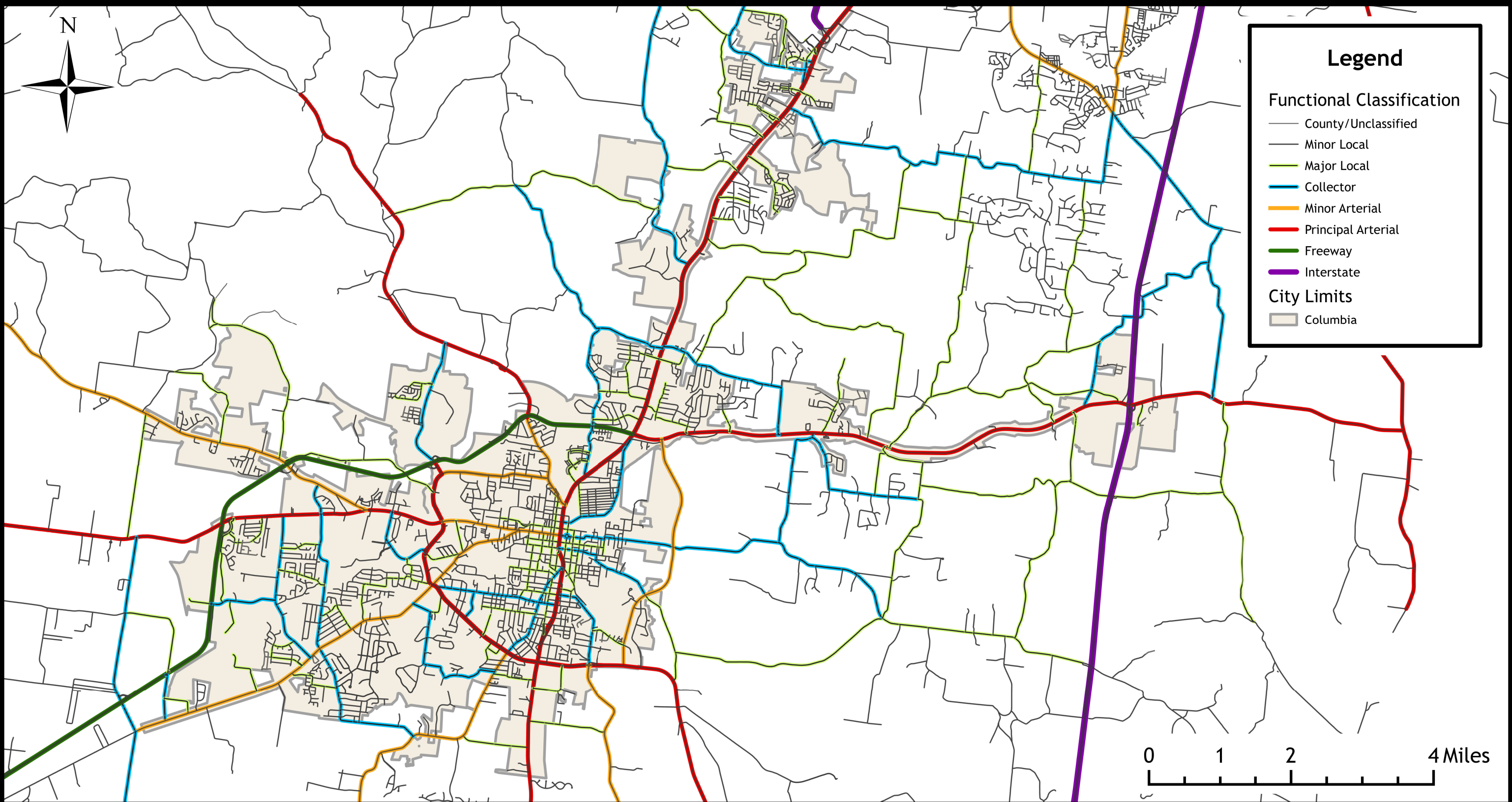
Sustain is the default designation wherever there are contradictions, ambiguity, or unclassified parcels. These classifications may be modified by comprehensive plan amendments.



Connect Columbia Special Areas

- CHADS (Commerce History & Arts Districts) Area
- College Gateway
- East Columbia
- Hatcher Village
- Interstate Gateway
- James Campbell - Boulevard 2050 Plan
- Neapolis
- Riverside
- South Corridor

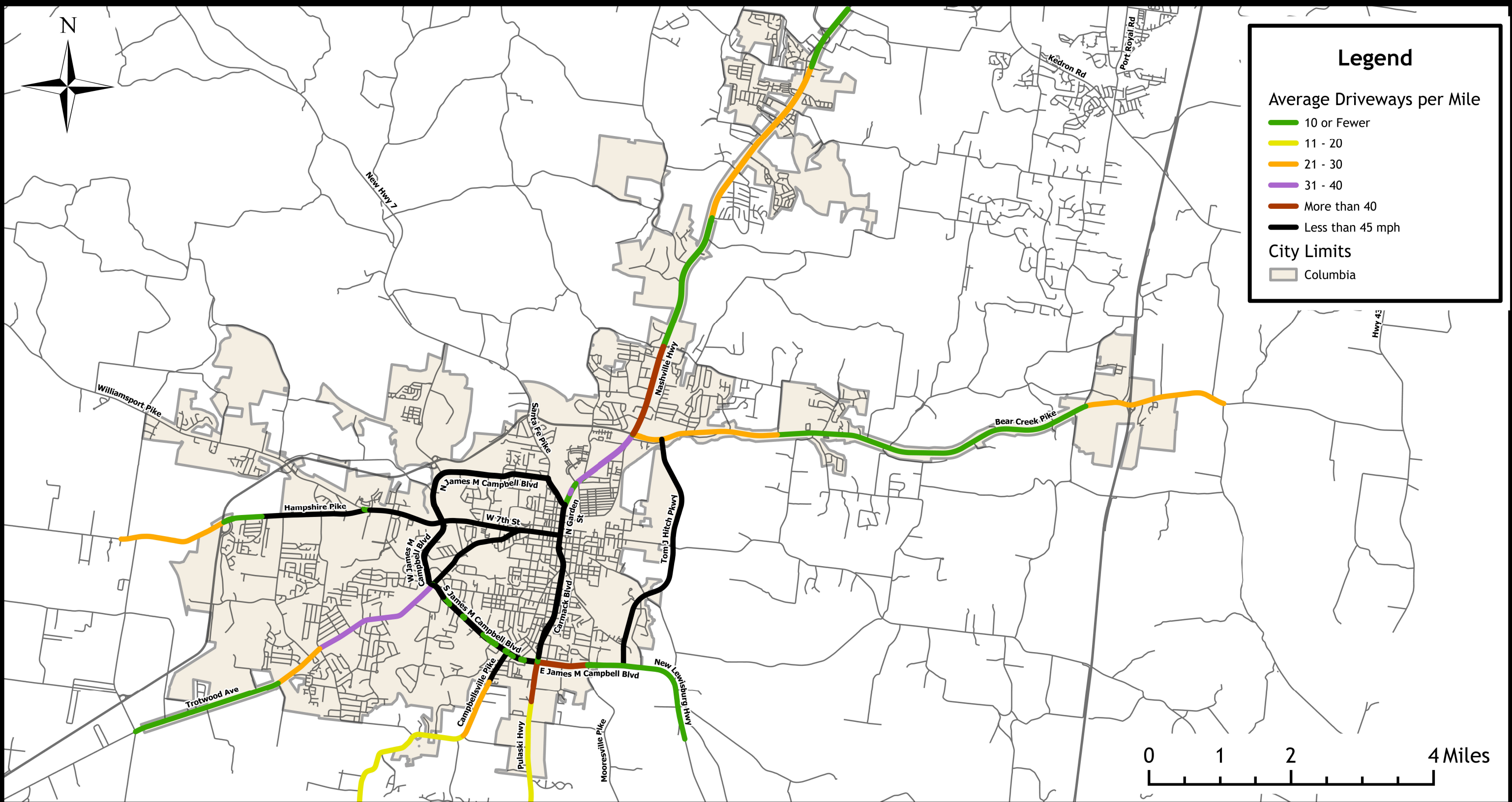




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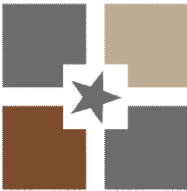
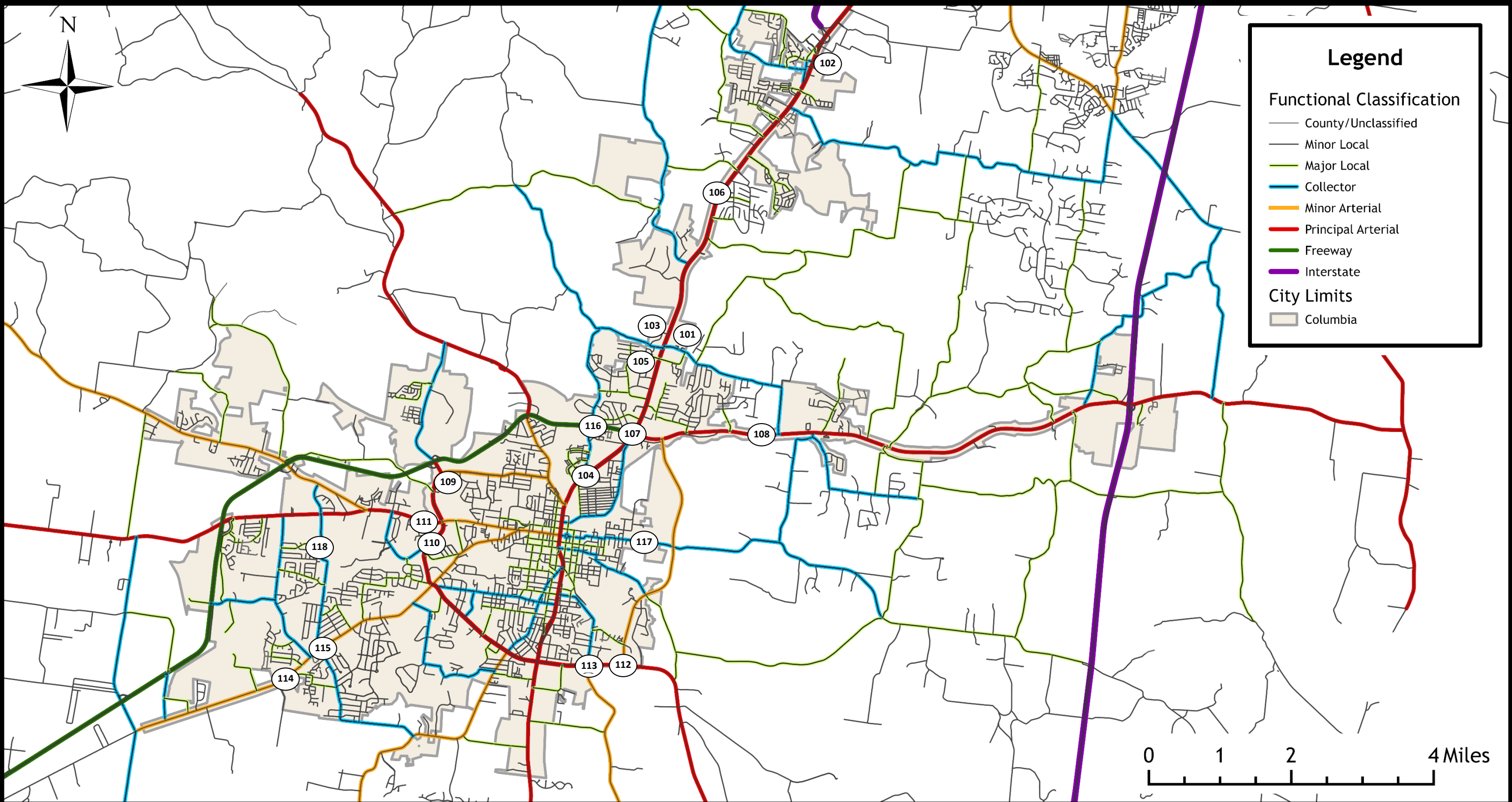
Map 1:
Functional Classification



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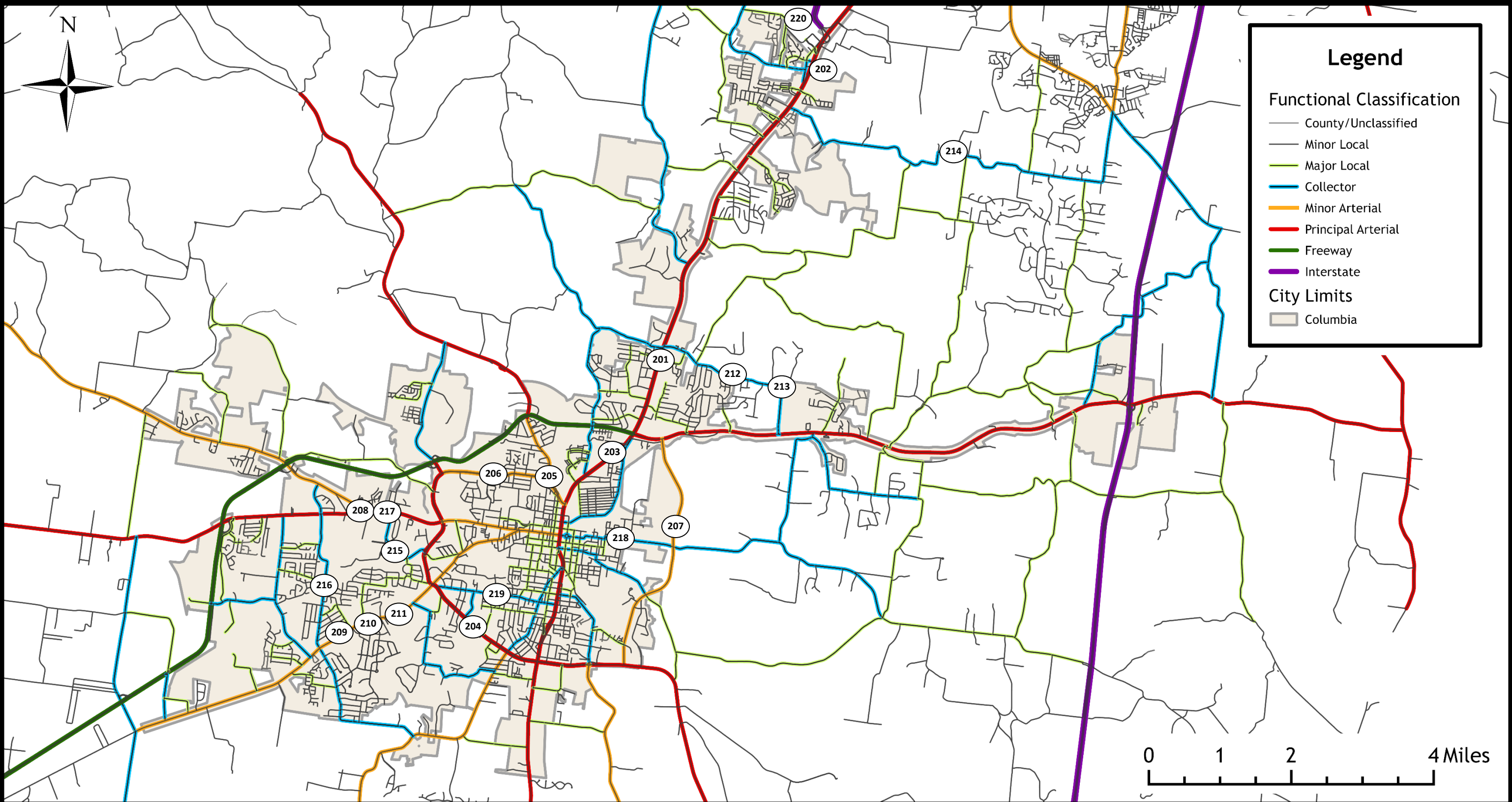
Map 2:
Driveway Density Per Mile



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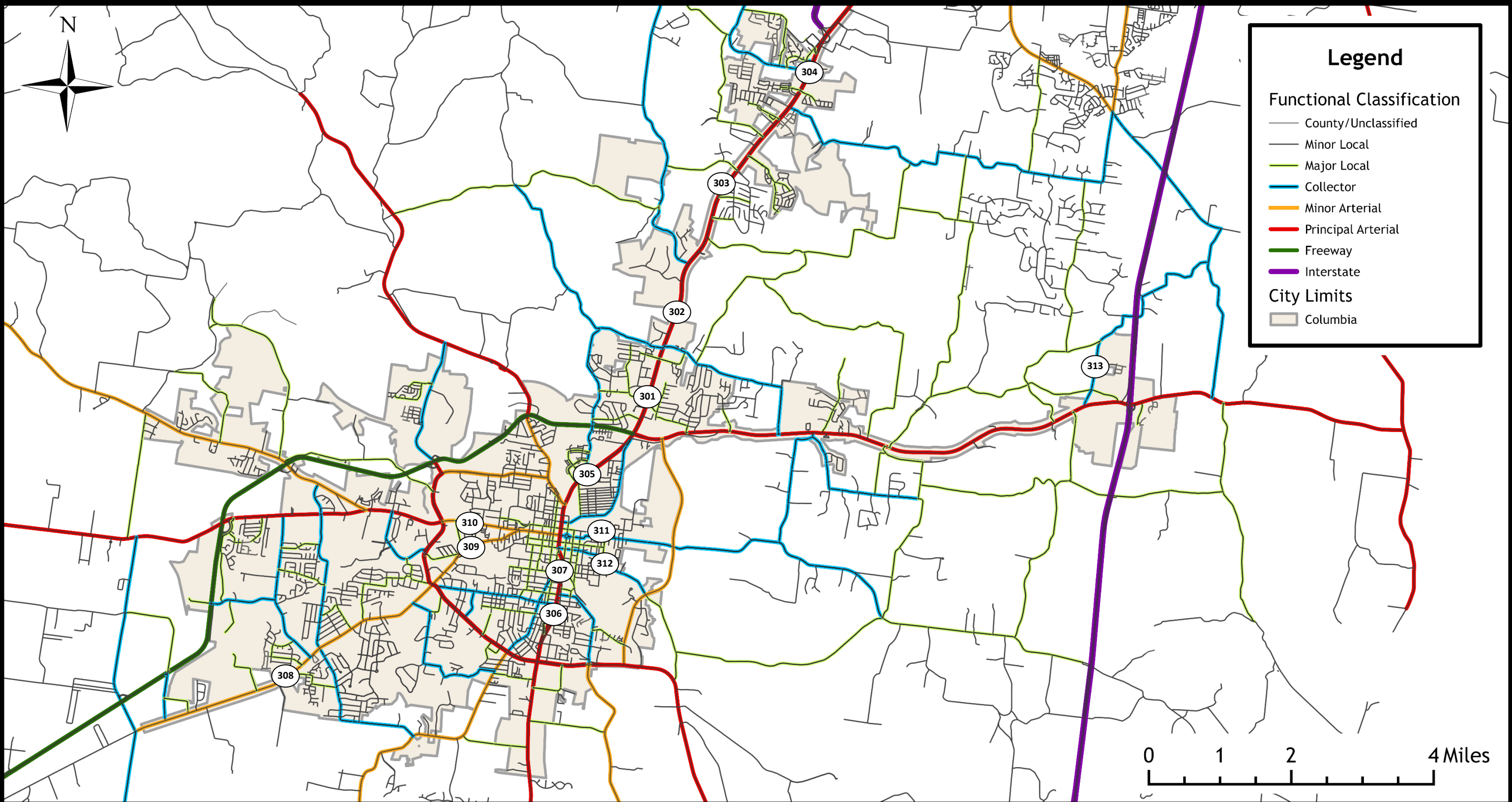
Map 3:
Near Term Projects



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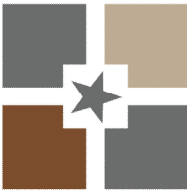
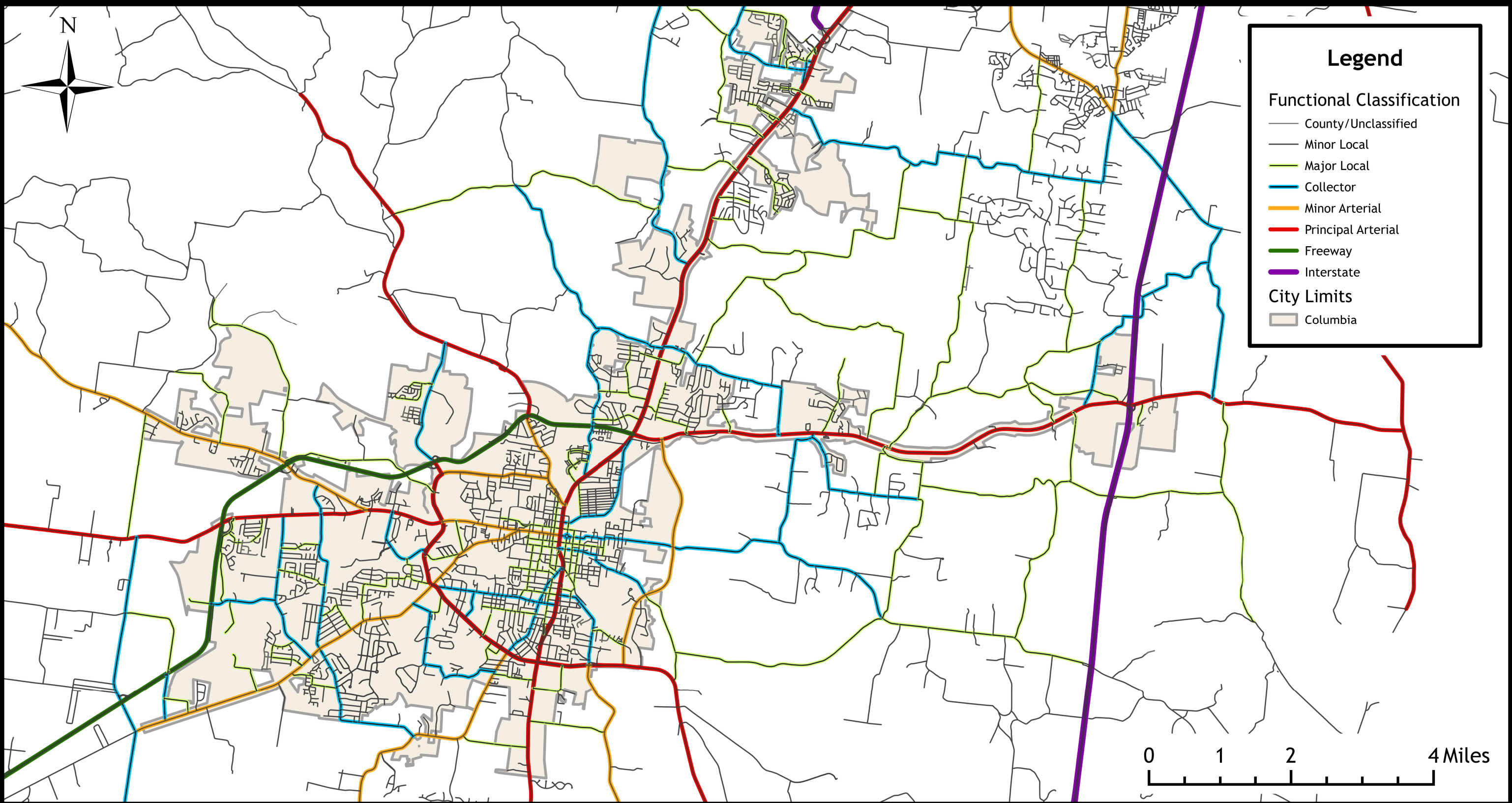
Map 4:
Mid Term Projects



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TENNESSEE

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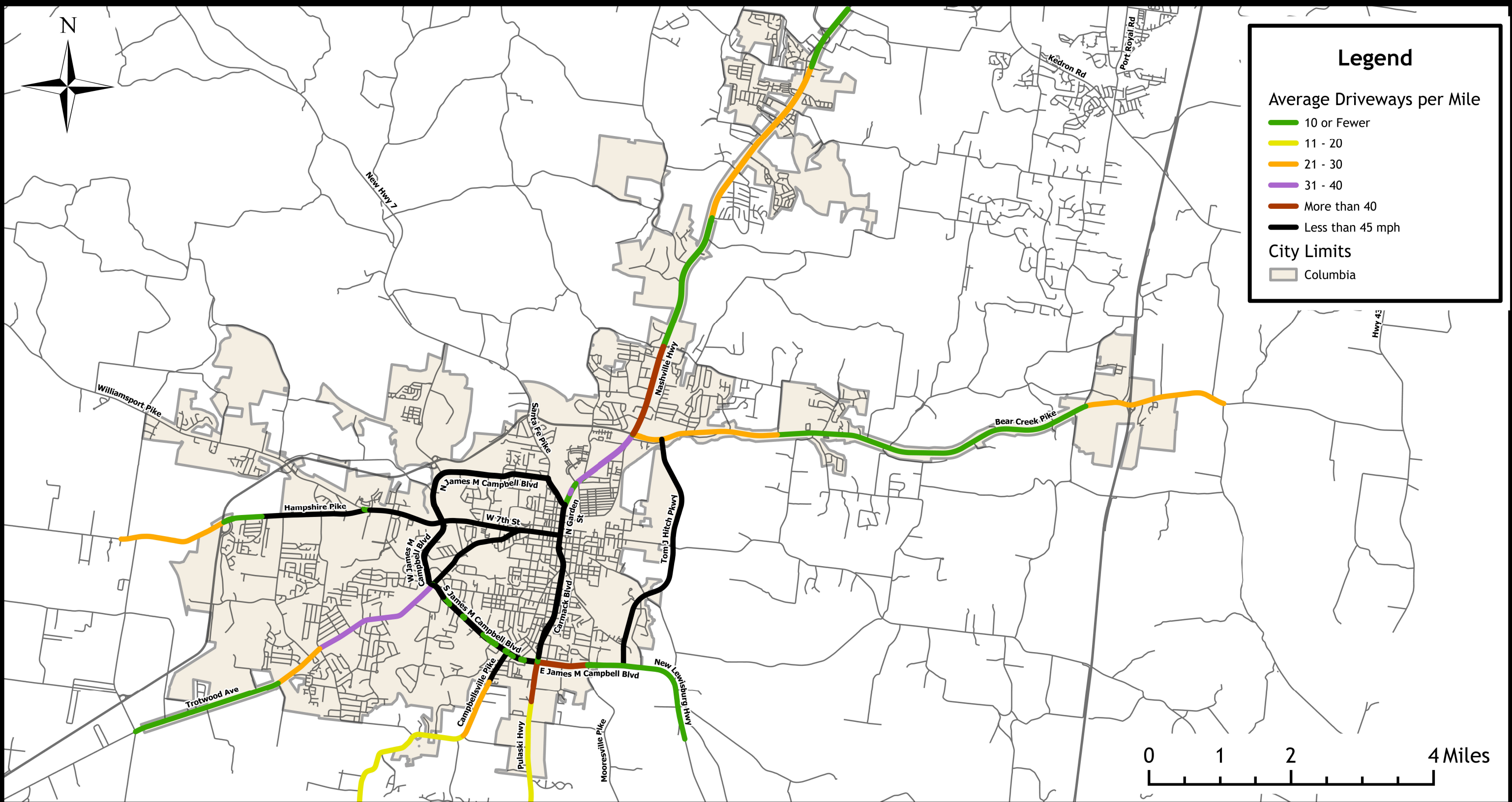
Map 5:
Long Term Projects



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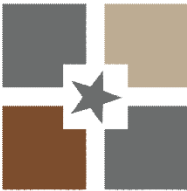
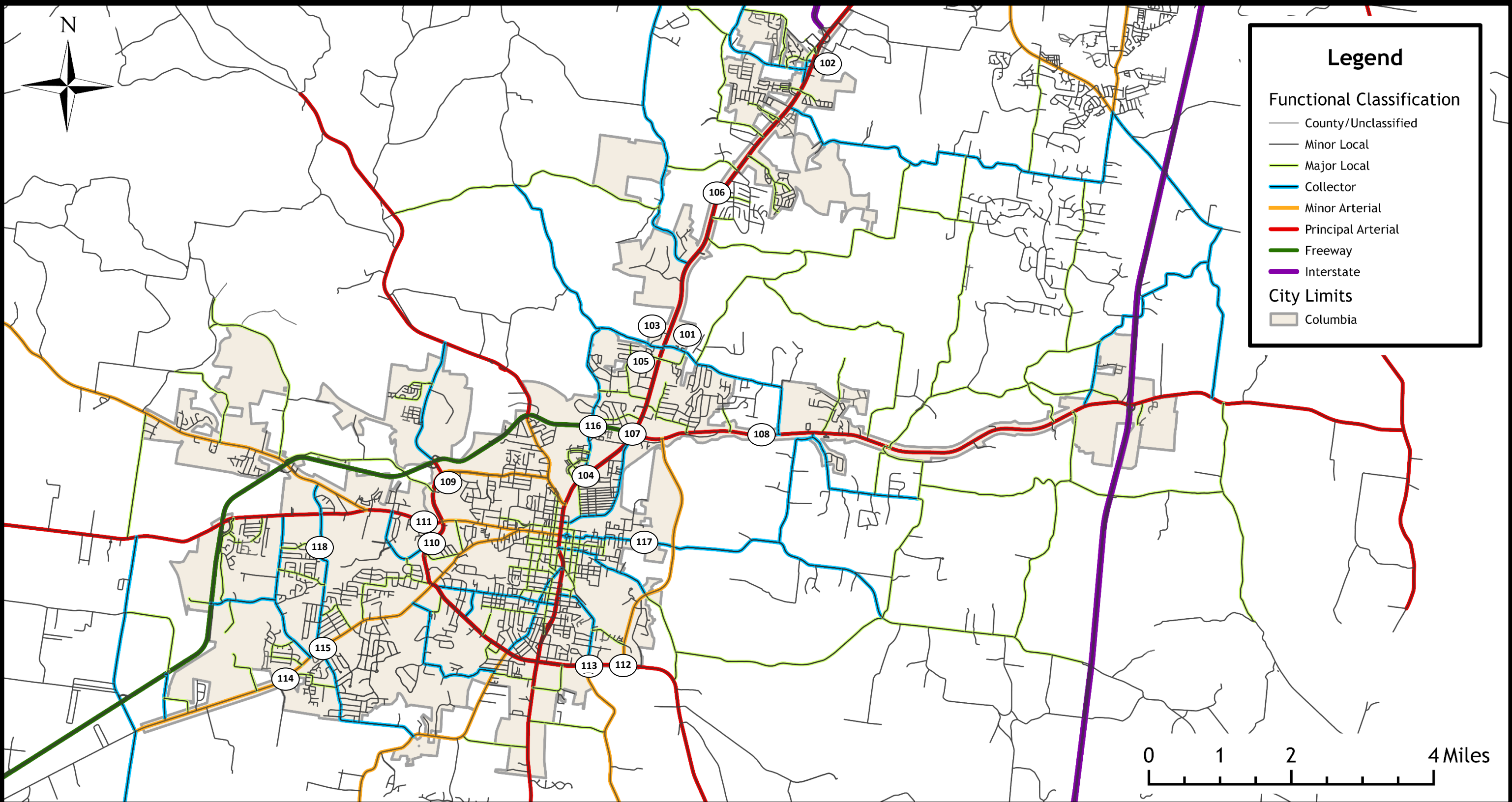
Map 1:
Functional Classification



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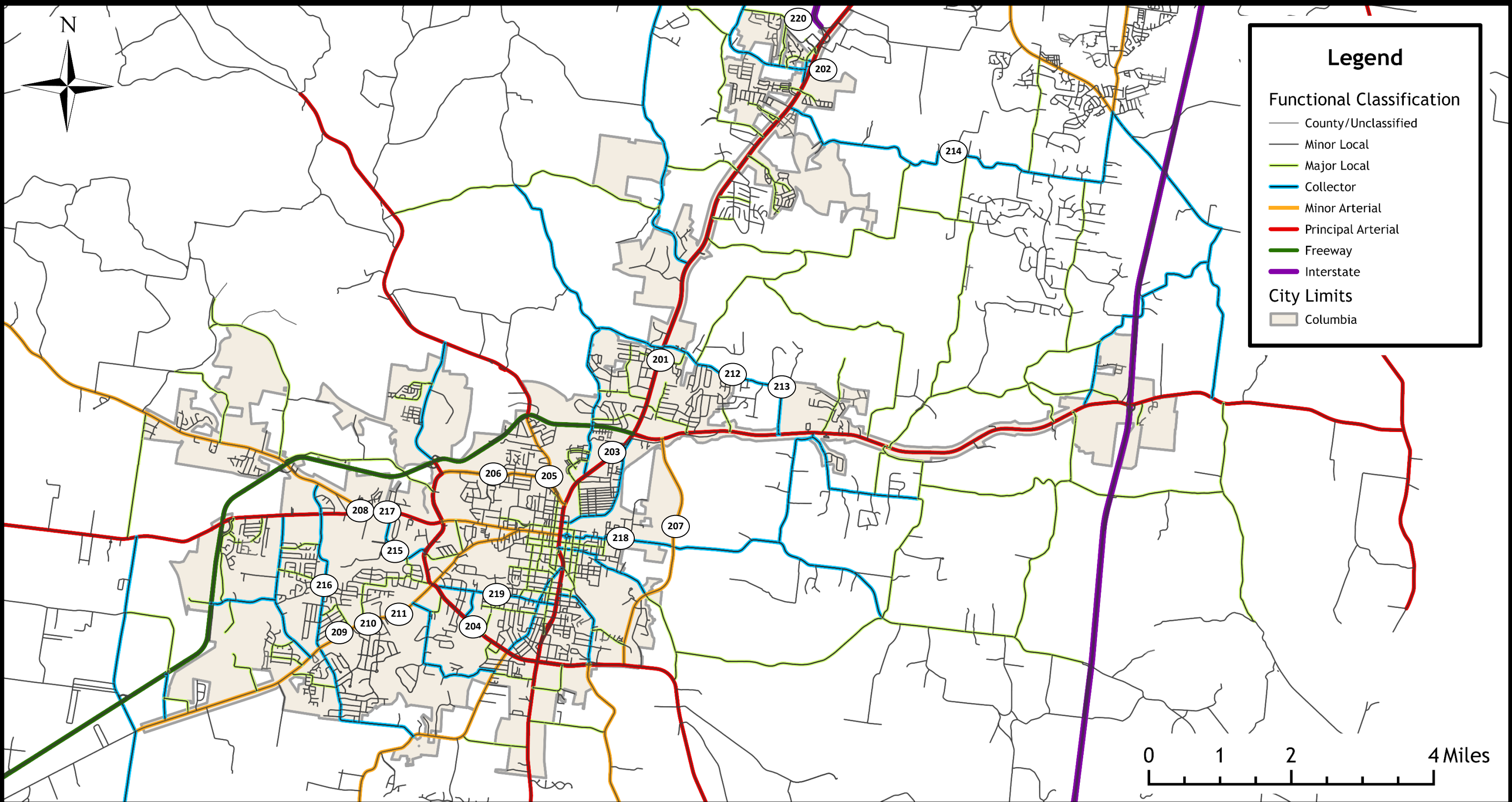
Map 2:
Driveway Density Per Mile



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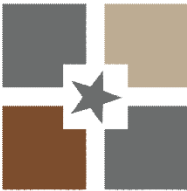
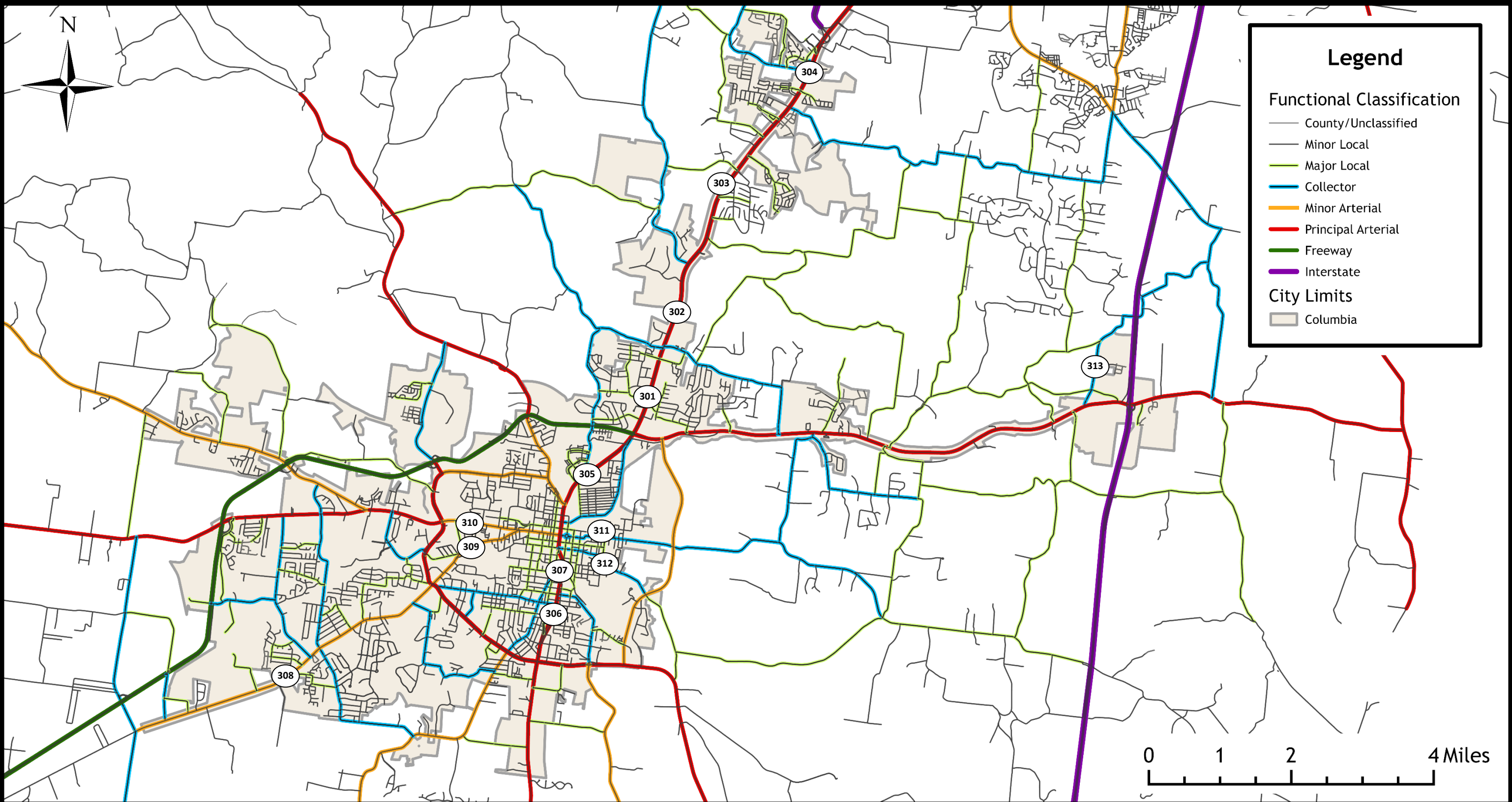
Map 3:
Near Term Projects



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Map 4:
Mid Term Projects



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Map 5:
Long Term Projects



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad Jablonski, tjablonski@columbiatn.com 931.560.1559

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4493 - AN ORDINANCE AMENDING TITLE 18, CHAPTER 1, SECTION 18-103(2) OF THE COLUMBIA MUNICIPAL CODE BY DELETING SUCH SECTION IN ITS ENTIRETY AND SUBSTITUTING A NEW SECTION 18-103(2) WITH REFERENCE TO SEWER SERVICE CHARGE AND ESTABLISH THE DATE OF PUBLIC HEARING AS MARCH 14, 2024

RECOMMENDATION: Approve Ordinance No. 4493 on first consideration and establish March 14, 2024 as the date of Public Hearing.

INFORMATION: In May 2021, the City Council unanimously voted to approve a \$2.4 million agreement with J.R. Wauford & Company to begin preliminary engineering for the new Wastewater Treatment Plant (WWTP). Judy Construction was hired in January 2023 as construction manager at-risk, or CMAR, to contribute practical construction expertise to the plant design process. Design is complete and Judy Construction has provided a maximum guaranteed price (GMP) for the new WWTP per the January 2023 agreement. The GMP plus estimated totals \$95,279,796, the total maximum price to construct the new plant. Additionally, construction inspection and administration by J.R. Wauford will cost 1,902,250 for an estimated construction timeline of 48 months.

To finance the new WWTP, \$20 million is recommended to be funded using existing sewer fund resources, including \$10 million in reserves and \$10 million in ARPA federal assistance funds. The City would issue bonds for the remaining \$77 million required to finance plant construction. The city's Financial Advisor with Raymond James ran a scenario assuming issuing \$77 million in debt over 30 years at a 4.12% interest rate. Based on this scenario, annual debt service payments would total approximately \$4.6 million per year. A sewer rate increase is proposed to finance proposed debt service.

Using the rate proposed in Ordinance No. 4493, the average sewer bill (assuming a family of four that uses approximately 5,000 gallons per month) would increase their monthly bill from \$39.49 to \$53.74, or an increase totaling \$14.25 per month. The last sewer fee increase was 2011.

ATTACHMENTS: Staff Report, Ordinance No 4493

**AN ORDINANCE AMENDING TITLE 18, CHAPTER 1, SECTION 18-103(2) OF THE
COLUMBIA MUNICIPAL CODE BY DELETING SUCH SECTION IN ITS
ENTIRETY AND SUBSTITUTING A NEW SECTION 18-103(2) WITH REFERENCE
TO SEWER SERVICE CHARGE**

BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: That Title 18, Chapter 1, Section 18-103(2) of the Columbia Municipal Code be amended by deleting such Section in its entirety and replacing such Section with a new Section 18-103(2) as follows:

18-103(2). Sewer service charge.

Rates shall apply as follows:

Effective April 1, 2024

User Charge within City Limits	\$ 17.99 per month per service unit
User Charge outside City Limits	\$ 34.18 per month per service unit
Volume Charge within City Limits	\$ 5.88 per thousand gallons of water
Volume Charge outside City Limits	\$ 11.16 per thousand gallons of water

Seven dollars forty-two cents (\$7.42) per one thousand (1,000) gallons of the water volume charge shall be designated for the pretreatment program. A service unit shall be determined as the number of electrical meter boxes installed on the property of any person, corporation, firm or others that are users of the City of Columbia sewer system. One user charge shall be paid for each electrical meter installed on a user's property.

Effective January 1, 2025

User Charge within City Limits	\$ 20.87 per month per service unit
User Charge outside City Limits	\$ 39.65 per month per service unit
Volume Charge within City Limits	\$ 6.82 per thousand gallons of water
Volume Charge outside City Limits	\$ 12.95 per thousand gallons of water

Seven dollars forty-two cents (\$7.42) per one thousand (1,000) gallons of the water volume charge shall be designated for the pretreatment program. A service unit shall be determined as the number of electrical meter boxes installed on the property of any person, corporation, firm or others that are users of the City of Columbia sewer system. One user charge shall be paid for each electrical meter installed on a user's property.

Section 2: This Ordinance shall be published at least once in an official newspaper in the City of Columbia, Tennessee.

Section 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE ____ DAY OF _____, 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: _____



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. 4494 - AN ORDINANCE TO AMEND ORDINANCE NO. 4176, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE LAND USE DESIGNATION FOR TAX MAP 89 PARCEL 21, LOCATED AT 200 OAKWOOD DRIVE, FROM SUBURBAN NEIGHBORHOOD TO SUBURBAN NEIGHBORHOOD AND ESTABLISH MARCH 14, 2024 AS THE DATE OF PUBLIC HEARING.

RECOMMENDATION: Approve Ordinance No. 4494 on first consideration and establish March 14, 2024 as the date of Public Hearing.

INFORMATION: The applicant is requesting a Future Land Use amendment in order to rezone the property to CD-3 for the concept of single-family residential development. The current designation of Suburban Corridor supports more intense zoning of CD-4C which has the density of 24 units per acre. Suburban Neighborhood would support the CD-3 Neighborhood Character District. The Planning Commission reviewed this request at the January 10, 2024 meeting and recommended approval with a vote of five to zero.

ATTACHMENTS: Ordinance No. 4494; Exhibit A; Exhibit B; Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4176, THE CONNECT COLUMBIA COMPREHENSIVE PLAN, BY RECLASSIFYING THE LAND USE DESIGNATION FOR TAX MAP 89 PARCEL 21, LOCATED AT 200 OAKWOOD DRIVE, FROM SUBURBAN CORRIDOR TO SUBURBAN NEIGHBORHOOD.

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: The Comprehensive Plan, the same being Ordinance No. 4176, is hereby amended by reclassifying the land use designation for Tax Map 89 Parcel 21, located at 200 Oakwood Drive from Suburban Corridor to Suburban Neighborhood.

Section 2: Said property is located in the Ninth Civil District of Maury County, Tennessee, as described in Exhibit "A" which is attached hereto and incorporated herein by reference. A location map depicting the proposed area to be designated is identified as Exhibit "B" and is attached hereto and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.20.F by the Columbia Municipal Planning Commission, following a public hearing, on the 10th day of January 2024 with a recommendation of approval, and after a public hearing held on the 14th day of March, 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 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 14th day of March, 2024.

ORDINANCE NO. 4494

Page 1 of 2

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY, CITY MANAGER

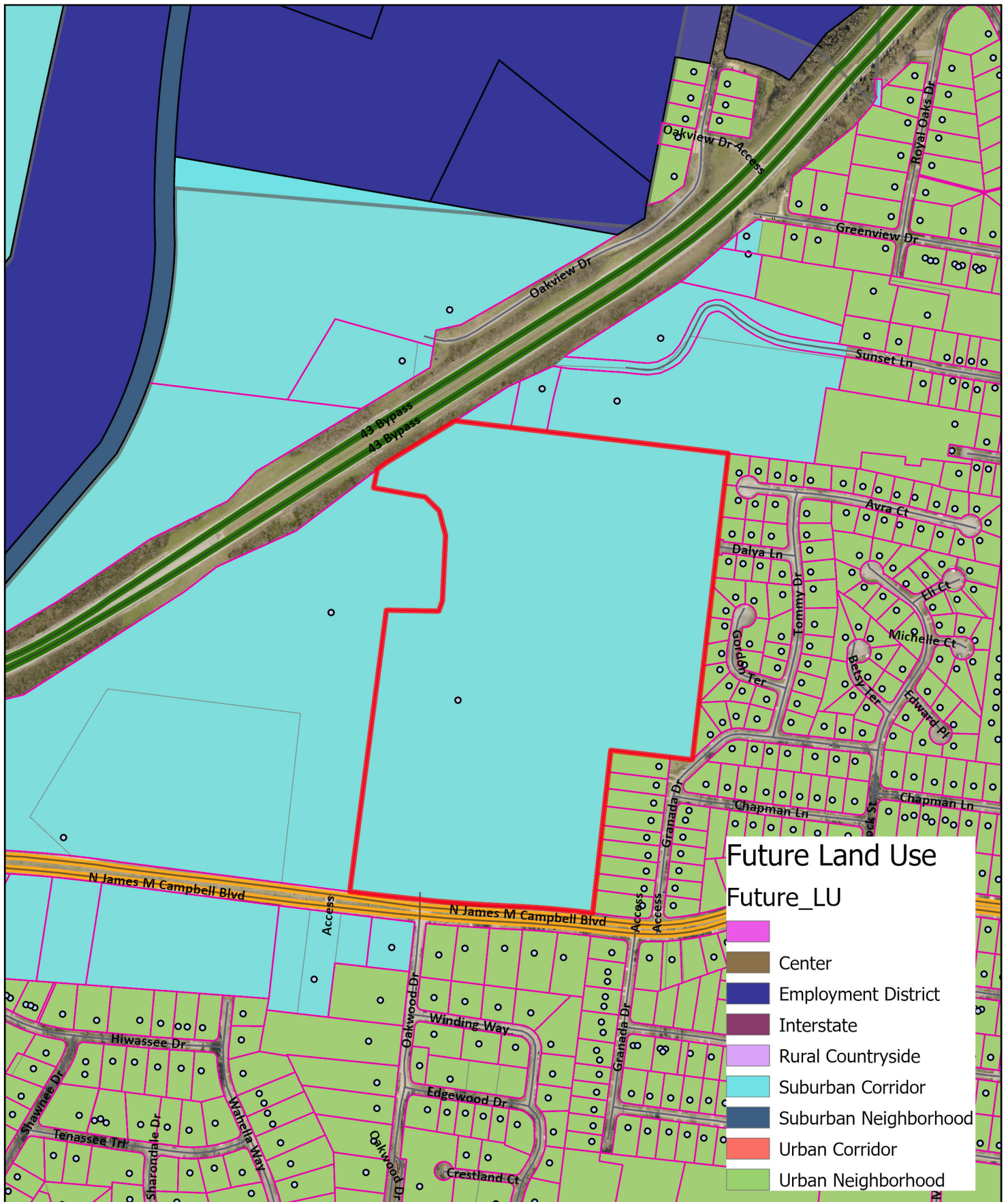
Passed on 1st consideration: _____

Passed on 2nd consideration: _____

Legal Description – 200 Oakwood Drive

Being a tract of land lying in Maury County, Tennessee, being generally bounded on the north by US Highway 412 (also known as US Highway 43, right-of-way varies), James Patterson (D.B. R1876, pg. 1121), and Johnny Patterson (D.B. R1265, pg. 383), on the east by Huntingdon Woods Subdivision, Section 2A (P.B. 10, pg. 14), Huntingdon Woods Subdivision, Section 1 (P.B. 8, pg. 338), and Bel Air Heights Subdivision (P.B. 2, pg. 176), on the south by James M. Campbell Boulevard (150 ft. right-of-way), and on the west by Baker (D.B. R2251, pg. 1011), and being more particularly described as follows:

Beginning at an iron pin found in the north margin of James M. Campbell Boulevard, being the southeast corner of Baker and the southwest corner of the property herein described; thence leaving the margin of said road and with the east line of Baker, the following calls: N 06°46'11" E , 279.50' to a fence post; thence N 07°27'22" E , 165.56' to a fence post; thence N 07°41'54" E , 250.53' to an iron pin found; thence N 07°19'00" E , 518.44' to a point; thence S 87°57'21" E , 182.29' to an iron pin found; thence N 27°56'50" E , 46.48' to a point; thence N 65°53'44" E , 43.80' to a fence post; thence N 01°37'19" E , 275.18' to a fence post; thence N 19°02'49" W , 136.50' to a fence post; thence N 52°49'38" W , 91.59' to a fence post; thence N 75°13'35" W , 147.19' to a fence post; thence N 85°45'39" W , 99.65' to a point in the southeast margin of US Highway 412, being the northeast corner of Baker and the northwest corner of the property herein described; thence along the margin of said road, the following calls: N 53°07'09" E , 130.52'; thence N 59°59'01" E , 250.20'; thence N 57°41'35" E , 100.48' to a point, being the southwest corner of James Patterson; thence leaving the margin of said road and with the south line of James Patterson, S 83°03'59" E , 227.01' to an iron pin found, being the southwest corner of Johnny Patterson; thence with the south line of Johnny Patterson, S 81°40'45" E , 86.95' to a fence post; thence continuing with Johnny Patterson and with the south line of James Patterson, the following calls: S 83°24'19" E , 275.54' to a fence post; thence S 89°07'08" E , 132.78' to a fence post; thence S 81°25'02" E , 397.19' to a fence post; thence S 83°18'08" E , 68.86' to an iron pin found, being the northwest corner of Lot 45 of Huntingdon Woods Subdivision, Section 2A and the northeast corner of the property herein described; thence leaving James Patterson and with the west line of Huntingdon Woods Subdivision, S 07°01'26" W , 1336.42' to a fence post in the northwest margin of Granada Drive, being the southwest corner of Lot 5 of Huntingdon Woods Subdivision, Section 1; thence leaving the margin of said road and with the north line of Bel Air Heights Subdivision, N 83°19'39" W , 374.53' to a fence post, being the northwest corner of Lot 9 of Bel Air Heights Subdivision; thence with the west line of said subdivision, S 06°26'37" W , 688.95' to a point in the north margin of James M. Campbell Boulevard, being the southwest corner of Lot 1 of Bel Ari Heights Subdivision and the southeast corner of the property herein described; thence along the margin of said road, the following calls: N 83°47'59" W , 182.65'; thence N 86°52'50" W , 495.45'; thence N 82°44'51" W , 345.20' to the Point of Beginning. Containing 56.73 Acres, as surveyed by T-Square Surveying, J. Mark Cantrell, RLS #1859, dated 09-07-2022, and being more or less the property described in DB. R2814, pg. 943, R.O.M.C.



Ordinance No. 4494 - Exh A
200 Oakwood Dr.



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

Oakwood Drive Rezoning

Project #:	23-0388	Location:	Map 89 Parcel 21.00
Applicant:	Louis Sloyan	Case Type(s):	Plan Amendment & Rezoning
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Single Family Home(s)

PROJECT SUMMARY

The applicant requests to amend the Future Land Use Map of Connect Columbia, the city's Comprehensive Plan, and change the future land use classification of 56.7-acre parcel from Suburban Corridor to Suburban Neighborhood. The subject property is located on the north side of North James Campbell Boulevard near the intersection of Oakwood Drive. The applicant also requests to rezone the property from CD-3L (Neighborhood Large Lot Character District) to CD-3 (Neighborhood Character District). The current zoning designation permits low density single-family residences at two dwelling units per acre. The requested zoning designation permits medium density single-family residences at four dwelling units per acre.

- The DRC reviewed this proposal at its October 2023 meeting.
- The requested zoning designation is not consistent with Connect Columbia, the City's comprehensive plan.
- The applicant has requested an amendment to the Future Land Use Plan which supports the requested character district.
- The concept plan generally indicates that it is possible to develop the site in conformity with the requested standards. However, greater detail will be required at the time of any subsequent Site Development Plan and Preliminary Plat. If the concept advances to a Site Development Plan, staff will recommend modifications to the concept which will bring it into greater conformity with the standards of the zoning ordinance.
- 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 and plan amendment requests.
- The Planning Commission must make separate motions for the plan amendment and the rezoning.
- 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 Residence	+/- 56.7 Acres



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Suburban Corridor	CD-3L	(Vacant) Single-Family
North	Suburban Corridor	CD-3L	Single-Family
South	Urban Neighborhood	CD-3	Single-Family
East	Urban Neighborhood	CD-3/CD-4	Single-Family
West	Urban Neighborhood	CD-3L/CD-4C/SD-LI	Light Industrial

A vacant single-family home currently occupies the subject site. The property sits between residential properties to the east, north, and south. It is bordered on the west by an industrial property. The property to the west, an approximately 70-acre parcel, is split zoned. It contains sections which are CD-3L, CD-4C, and SD-LI. The future land use of the subject property and the properties to the west is Suburban Corridor. The current zoning in of the site is **not consistent** with Connect Columbia.

CONSISTENCY WITH CONNECT COLUMBIA

The applicant requests an amendment to the future land use map as part of this request. The requested CD-3 zoning is not consistent with the current future land use classification of Suburban Corridor; it is consistent with the requested Suburban Neighborhood future land use classification. Both classifications are described below.

Current Future Land Use Classification

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



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

Requested Future Land Use Classification

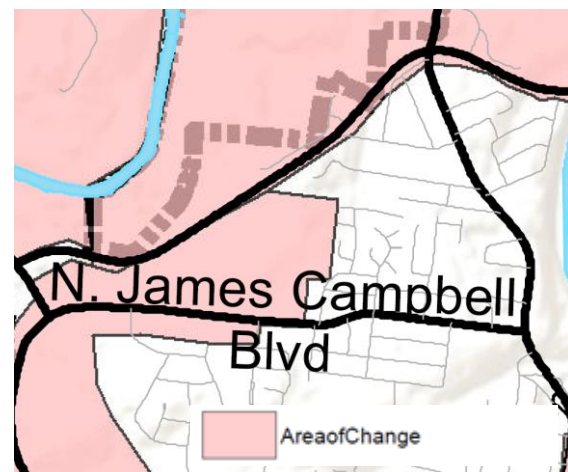
Suburban Neighborhood: The future land use of the subject site is Suburban Neighborhood. The Character Area is conducive to residential development and neighborhoods, with limited, intermixed and compatible civic uses (Connect Columbia, p. 22). The Future Land Use Plan indicates that “the general development pattern is defined by a single use activity on individual lots” (Connect Columbia, p. 22). Green space is largely incorporated on individual lots; neighborhood and community parks should be located within neighborhoods to enhance the quality of life. Development should emphasize connectivity and housing diversity (Connect Columbia, p. 23). The Character Area Matrix from page twenty-two of the Future Land Use Plan (excerpted below) is a guide to approving requests for zoning map amendments and Planned Unit Developments. The future land use classification is implemented by the CD-3L and CD-3 character districts, as well as PUDs.



CHARACTER AREA MATRIX				
	Development Pattern	Zoning Category and Uses	Infrastructure	Design Standard
SUBURBAN NEIGHBORHOOD	Is the property in an Area of Change?	Residential Uses Zoning Category: Low Density Residential District and Medium Residential.	Not in an Area of Change: Limited new services, with mostly in-fill enhancements to existing infrastructure.	<u>Scale:</u> New dwellings and structures should be compatible with the established character of the area.
	No: The development pattern is established. Changes to overall character of the area should rarely occur. Yes: The development pattern is evolving. Changes to the area are likely as development occurs. New development should respect both the natural environment and blend with existing, surrounding neighborhood assets.	Public and Civic Uses Zoning Category: Religious Facilities, Government Facilities (low impact), and Educational Facilities.	Within an Area of Change: Extensions to transportation, water, sewer, and other services should be expected. New service or extensive redevelopment of existing services should be vetted and reviewed by Planning Commission and City Council as a primary element of approval.	<u>Architecture:</u> New developments should include a mix of architectural styles. Residential garages, if front-facing, should be recessed from the front façade of the structure. Civic use should respect the residential character, while providing architectural interest.

AREA OF CHANGE

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



CONFORMITY WITH ZONING ORDINANCE

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant provided a concept plan (i.e. “Sketch Development Plan”) demonstrating that it is possible to develop the property in conformity with the standards applicable to the requested zoning designation. Any development plan/preliminary plat would be required to comply with Zoning Ordinance 4400, adopted on July 14th, 2022. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

Lots, Building Sites & Bulk Standards

- **The concept plan depicts single family lots which generally conform to the CD-3 bulk standards listed in Table 4.3.1-C of the Zoning Ordinance.**
 - The Ordinance established minimum lot widths for single-family home lots:
 - 65’ for single family homes with street-facing driveways; and
 - 40’ for single family homes served by alleys.
 - The Ordinance prescribes setbacks of:
 - 25’ minimum front setback on principal frontages and 20’ on secondary frontages;
 - 8’ side setback; and
 - 25’ 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 130 lots which exceed the minimum lot width and could accommodate homes conforming to the setbacks.
 - Forty-six of the conceptual lots are at least 65’ wide (corner lots are wider).
 - Eighty-four of the conceptual lots are served by alleys. These lots are at least 52’ wide (corner lots are wider).
 - The larger lots are arranged on the outside of the concept plan.

Civic Spaces

- **The concept plan indicated that it is possible to develop the site with required Civic Space in the form of Playgrounds, Greens, and Pocket Parks dispersed throughout the development. Additional details will be required for any subsequent Site Development Plan or Preliminary Plat.**



- Section 5.3.1 of Zoning Ordinance requires any development parcel¹ to utilize at least 5% but no more than 20% of its gross acreage as Civic Space conforming to the standards of Table 5.3.3-A.
- Section 5.3.3 offers eight Civic Space types that include green space, natural areas, pocket parks, etc.
- Each Civic Space type has its own standards for intent, size, frontage, character, and typical facilities.
- Section 5.3.3.B further requires civic space designed and equipped as a playground within 800 feet of each lot within a CD-3 development.
- The concept plan depicts two playground spaces, a mid-block pedestrian connection which breaks up the largest block, and four additional “open spaces” which will presumably serve a Civic Spaces.
- Conformity with the standards for each Civic Space type will be evaluated at Site Development Plan and Preliminary Plat.

Type	Number
Playground	2
Pedestrian Path	1
Other Civic Spaces	4

Tree Preservation

- **Section 4.3.16 of the Zoning Ordinance requires a percentage of existing tree cover to be preserved based upon the existing canopy on the development site.**
 - The concept plan indicates that 22.8 acres of the site (40%) is covered by existing tree canopy.
 - The concept depicts trees preservation of 12.5 acres (54% of existing canopy); which exceeds the minimum requirement.
 - Any subsequent Site Development Plan or Preliminary Plat will require a detailed tree preservation plan which identifies Specimen and Heritage trees, as well as other preservation priorities listed in the Ordinance.
 - The preservation of existing tree canopy may alter the site design.

Thoroughfares, Blocks, and Connectivity

- **Section 5.2 of the Zoning Ordinance requires that new Thoroughfares and Internal Drives be arranged to form blocks, provide for connectivity, and conform to specific standards.**

¹ Development Parcel: a parcel of land: (1) which, either alone or together with one or more other parcels under a common Development scheme, program or plan, is ten (10) or more gross acres; (2) with respect to the Development of which any new Thoroughfare, Internal Drive, or extension or change of the design of any existing Thoroughfare or Internal Drive is required or will be made or proposed; or (3) with respect to which any District assignment or any Thoroughfare or Internal Drive or alignment thereof is proposed to be made or changed by a Zoning Map or Zoning Map amendment. (§ 9.3, p. 490).

- The concept plan depicts new thoroughfares which form blocks, although some lots on the perimeter of the site are not arranged into blocks.
- The concept proposes a connection to the established adjacent neighborhood to the east via an extension of Dalya Lane.²
- Additional future connections are proposed to the north and the west.³
- Some of the proposed lots expose rears to North James Campbell Boulevard, a design which is disfavored by the zoning ordinance. Abutting the rears to property identified as open space circumvents the prohibition of through-lots at **§4.3.3** of the ordinance. Planning staff has provided advisory comments suggesting alternatives which the applicant has acknowledged.

Other Requirements

- **Conformity with other requirements of the Ordinance, including design prescriptions will be reviewed at the time of Site Development Plan 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];⁴*
- 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;*

^{2,3} Plan-left is north on the concept.

⁴ 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.”

- d. *It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. *It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. *It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

Section **8.5.20** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Future Land Use Map of the Comprehensive Plan. The Planning Commission is the recommending body for amendments of the Future Land Use Map under **§ 8.3.3.B.3** of the Zoning Ordinance. Section **8.5.20.B** allows for concurrent review of Comprehensive Plan Amendments and associated Rezoning; however, “decisions shall be rendered with separate motions.”

Section **8.5.20.F** of the Zoning Ordinance establishes the review criteria for changes to the Future Land Use Map of Connect Columbia, the Columbia’s comprehensive plan:

1. *Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of all other applicable adopted Land Use Plans;*
2. *Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;*
3. *Whether the proposed change would create substantial adverse impacts in the Adjacent area or the City in general;*
4. *Whether conditions affecting the area have changed to a sufficient extent to warrant the proposed change; and*
5. *Whether the subject parcel is of adequate shape and size to accommodate the proposed change.*

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. The applicant provided a narrative response to the request.

- Planning also asked the applicant to provide a narrative response to criterion **8.5.20.F** explaining why the request Future Land Use Map amendment is consistent with the intent and guiding principles of Connect Columbia, that the request is compatible with the surrounding area, and that the change will not create adverse impacts upon the surrounding area. This request is intended to aid the Planning Commission in its analysis of the requested change to zoning map. The applicant provided a narrative response to the request.
- Planning also made advisory comments related to the concept plan. Specifically, planning staff noted that the design depicts an arrangement of thoroughfares and blocks which results in lots with rears facing North James Campbell Boulevard. This is disfavored by the zoning ordinance. If the Future Land Use Map amendment and rezoning are approved, any future Site Development Plan should either reposition these lots with rear-to-rear configurations, utilize alternative enfrontment permitted by **4.3.1-C**, or utilize active civic space and effective screening to separate the private space from the public frontage. The applicant acknowledged this comment.
- **Wastewater** provided specific advisory comments related to the location of any required pump station and plans for its future elimination. The utility requests that if the rezoning is approved and the project proceeds to Site Development Plan, any future sanitary sewer designs direct flow toward Dalya Lane, near the northeast portion of the subject site. The applicant acknowledged this request.⁵
- The Office of the **Fire Marshal** provided an advisory comment on the concept plan. If the rezoning is approved and the project proceeds to Site Development Plan, any dead ends must include a fire apparatus turn-around. This would likely only impact the proposed future connection point at the northern portion of the concept.⁶
- Columbia Water System's (**CPWS**) consultant (Inflow) noted that the water availability letter issued on September 1, 2023 will expire in 120 days.
- **Maury County Schools** noted that the site is currently in the attendance zones of Riverside Elementary, Cox Middle School, Central High School. New construction or realignment of school attendance zones may be necessary to accommodate new students. This is a standard comment from the school system.

^{5, 6} Plan-left is north on the concept.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The requested CD-3 zoning is not consistent with Connect Columbia. The subject site's future land use classification is Suburban Corridor. The future land use classification is implemented exclusively by the CD-4C character district, as well as PUDs. The applicant has requested a change to the Future Land Use Map from Suburban Corridor to Suburban Neighborhood. The Suburban Neighborhood future land use is implemented by the CD-3L and CD-3 character districts.

The requested change to the future land use map is not consistent with the proposed update to Connect Columbia. The Planning Commission is currently in the process of completing a five-year update to Connect Columbia. The proposed Future Land Use classification for the subject parcel is City Center Urban Village (CCUV) which, if adopted by the Commission, will be implemented by the CD-4, CD-5, and CD-4C character districts as well as PUDs.

Conditions affecting the area may have changed to a sufficient degree to warrant the Future Land Use Map and Zoning Map Amendments. The comprehensive plan and the zoning ordinance encourage infill development. The subject property is located inside the central part of Columbia and can support higher intensity development without substantial extensions of infrastructure and urban services. In 2017, the Planning Commission designated the property as Suburban Corridor, indicating that the City's land use policy favors higher intensity development of the site. In late 2022 and early 2023, a developer failed to obtain City Council approval of a rezoning to CD-4. In a response to staff comments, the applicant argues that the failure of the previous request.

The plan of development will require modest revision should the project advance to Site Development Plan and Preliminary Plat. As discussed in previous sections, the concept plan demonstrates that it is possible to develop the site in conformity with the standards of the zoning ordinance. However, greater detail will be required at the time of Site Development Plan. In particular, the arrangement of lots on the southern portion of the site may need to be revised and the Planning Commission will require greater detail related to Civic Spaces.

If the Planning Commission recommends approval, the applicant should provide an updated water availability letter and a corrected application prior to first consideration by the City Council. The water availability letter will expire before the City Council could consider the request. In addition, there is an error in the signatures on the application. If the request advances to the City Council, the applicant should correct these potential deficiencies prior to publication of the December 2023 council agenda.

SAMPLE MOTIONS

Future Land Use Map (Comprehensive Plan) Amendment

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 **8.5.20.F** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed change to the Future Land Use Map of Connect Columbia [*, subject to technical comments and other conditions presented by planning staff*].

Deny:

Move to recommend denial of the proposed change to the Future Land Use Map of Connect Columbia 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.

Zoning Map Amendment

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*].

Deny:

Move to recommend denial of the requested rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

Defer:

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



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4495 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 89 PARCEL 21 LOCATED AT 200 OAKWOOD DRIVE, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) AND ESTABLISH MARCH 14, 2024 AS THE DATE OF PUBLIC HEARING.

RECOMMENDATION: Approve Ordinance No. 4495 on first consideration and establish March 14, 2024 as the date of Public Hearing.

INFORMATION: The applicant is requesting to rezone the property from CD-3L (Neighborhood Large Lot Character District) the CD-3 (Neighborhood Character District). The concept is for single-family residential development on the 57 acre parcel. The Planning Commission reviewed this request at the January 10, 2024 meeting and recommended approval with a vote of five to zero.

ATTACHMENTS: Ordinance No. 4495; Exhibit A; Exhibit B; Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 89 PARCEL 21 LOCATED AT 200 OAKWOOD DRIVE, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT).

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described from CD-3L (Neighborhood Large Lot Character District) to CD-3 (Neighborhood Character District).

Section 2: Said property to be rezoned, being Tax Map 89 Parcel 21, located at 200 Oakwood Drive, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-3L (Neighborhood Large Lot Character District) to CD-3 (Neighborhood Character District) is attached hereto, identified as Exhibit "B" and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 10th day of January, 2024, and after a public hearing held on the 14th day of March, 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 14th day of March, 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: _____

Legal Description – 200 Oakwood Drive

Being a tract of land lying in Maury County, Tennessee, being generally bounded on the north by US Highway 412 (also known as US Highway 43, right-of-way varies), James Patterson (D.B. R1876, pg. 1121), and Johnny Patterson (D.B. R1265, pg. 383), on the east by Huntingdon Woods Subdivision, Section 2A (P.B. 10, pg. 14), Huntingdon Woods Subdivision, Section 1 (P.B. 8, pg. 338), and Bel Air Heights Subdivision (P.B. 2, pg. 176), on the south by James M. Campbell Boulevard (150 ft. right-of-way), and on the west by Baker (D.B. R2251, pg. 1011), and being more particularly described as follows:

Beginning at an iron pin found in the north margin of James M. Campbell Boulevard, being the southeast corner of Baker and the southwest corner of the property herein described; thence leaving the margin of said road and with the east line of Baker, the following calls: N 06°46'11" E , 279.50' to a fence post; thence N 07°27'22" E , 165.56' to a fence post; thence N 07°41'54" E , 250.53' to an iron pin found; thence N 07°19'00" E , 518.44' to a point; thence S 87°57'21" E , 182.29' to an iron pin found; thence N 27°56'50" E , 46.48' to a point; thence N 65°53'44" E , 43.80' to a fence post; thence N 01°37'19" E , 275.18' to a fence post; thence N 19°02'49" W , 136.50' to a fence post; thence N 52°49'38" W , 91.59' to a fence post; thence N 75°13'35" W , 147.19' to a fence post; thence N 85°45'39" W , 99.65' to a point in the southeast margin of US Highway 412, being the northeast corner of Baker and the northwest corner of the property herein described; thence along the margin of said road, the following calls: N 53°07'09" E , 130.52'; thence N 59°59'01" E , 250.20'; thence N 57°41'35" E , 100.48' to a point, being the southwest corner of James Patterson; thence leaving the margin of said road and with the south line of James Patterson, S 83°03'59" E , 227.01' to an iron pin found, being the southwest corner of Johnny Patterson; thence with the south line of Johnny Patterson, S 81°40'45" E , 86.95' to a fence post; thence continuing with Johnny Patterson and with the south line of James Patterson, the following calls: S 83°24'19" E , 275.54' to a fence post; thence S 89°07'08" E , 132.78' to a fence post; thence S 81°25'02" E , 397.19' to a fence post; thence S 83°18'08" E , 68.86' to an iron pin found, being the northwest corner of Lot 45 of Huntingdon Woods Subdivision, Section 2A and the northeast corner of the property herein described; thence leaving James Patterson and with the west line of Huntingdon Woods Subdivision, S 07°01'26" W , 1336.42' to a fence post in the northwest margin of Granada Drive, being the southwest corner of Lot 5 of Huntingdon Woods Subdivision, Section 1; thence leaving the margin of said road and with the north line of Bel Air Heights Subdivision, N 83°19'39" W , 374.53' to a fence post, being the northwest corner of Lot 9 of Bel Air Heights Subdivision; thence with the west line of said subdivision, S 06°26'37" W , 688.95' to a point in the north margin of James M. Campbell Boulevard, being the southwest corner of Lot 1 of Bel Ari Heights Subdivision and the southeast corner of the property herein described; thence along the margin of said road, the following calls: N 83°47'59" W , 182.65'; thence N 86°52'50" W , 495.45'; thence N 82°44'51" W , 345.20' to the Point of Beginning. Containing 56.73 Acres, as surveyed by T-Square Surveying, J. Mark Cantrell, RLS #1859, dated 09-07-2022, and being more or less the property described in DB. R2814, pg. 943, R.O.M.C.

Zoning Districts

New_Zone

- CD-2
- CD-3L
- CD-3
- CD-4
- CD-4C
- CD-5
- MUNIC_or_CIVIC
- PUD
- SD-HI
- SD-IN
- SD-LI
- SD-RMHP

Map labels include: Oakview Dr, Oakview Dr Access, Greenview Dr, Royal Oaks Dr, Sunset Ln, Avra Ct, Dalya Ln, Tommy Dr, Golda Ter, Michelle Ct, Betsy Ter, Edward Pl, Chapman Ln, Bullock St, Naydonlin Dr, Elaine Dr, Clinch Dr, Warwick Ave, Access, Granada Dr, Winding Way, Edgewood Dr, Crestland Ct, Oakwood Dr, Hiwassee Dr, Tennessee Trl, Sharondale Dr, Waiwale Way, Shawnee Dr, and N James M Campbell Blvd.

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- SD-LI
- SD-RMHP

Map labels include: Oakview Dr, Oakview Dr Access, Greenview Dr, Royal Oaks Dr, Sunset Ln, Avra Ct, Dalya Ln, Tommy Dr, Golda Ter, Michelle Ct, Betsy Ter, Edward Pl, Chapman Ln, Bullock St, Naydonlin Dr, Elaine Dr, Clinch Dr, Warwick Ave, Access, Granada Dr, Winding Way, Edgewood Dr, Crestland Ct, Oakwood Dr, Hiwassee Dr, Shawnee Dr, Tennessee Trl, Sharondale Dr, Waiwella Way, and N James M Campbell Blvd.

Zoning Districts

New_Zone

- CD-2
- CD-3L
- CD-3
- CD-4
- CD-4C
- CD-5
- MUNIC_or_CIVIC
- PUD
- SD-HI
- SD-IN
- SD-LI
- SD-RMHP

Map labels include: Oakview Dr, Oakview Dr Access, Greenview Dr, Royal Oaks Dr, Sunset Ln, Avra Ct, Dalya Ln, Tommy Dr, Golda Ter, Michelle Ct, Betsy Ter, Edward Pl, Chapman Ln, Bullock St, Naydonlin Dr, Elaine Dr, Clinch Dr, Warwick Ave, Access, Granada Dr, Winding Way, Edgewood Dr, Crestland Ct, Oakwood Dr, Hiwassee Dr, Shawnee Dr, Tennessee Trl, Sharondale Dr, Waiwella Way, and N James M Campbell Blvd.

[illegible][illegible][illegible][illegible][illegible][illegible]

Zoning Districts

New_Zone	Color
CD-2	Dark Green
CD-3L	Light Green
CD-3	Bright Green
CD-4	Cyan
CD-4C	Blue
CD-5	Dark Blue
MUNIC_or_CIVIC	Orange
PUD	Pink
SD-HI	Purple
SD-IN	Red
SD-LI	Light Purple
SD-RMHP	Brown

The map displays various zoning districts across different areas. A large green area (CD-3) runs diagonally from the top left towards the center. To its right, there's a blue area (CD-4C). Further right, there are residential areas with pink (PUD) and light purple (SD-LI) zones. Roads shown include Oakview Dr, N James M Campbell Blvd, Winding Way, Edgewood Dr, Crestland Ct, and several others. A red boundary line separates a central green area from the surrounding ones.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

Oakwood Drive Rezoning

Project #:	23-0388	Location:	Map 89 Parcel 21.00
Applicant:	Louis Sloyan	Case Type(s):	Plan Amendment & Rezoning
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Single Family Home(s)

PROJECT SUMMARY

The applicant requests to amend the Future Land Use Map of Connect Columbia, the city's Comprehensive Plan, and change the future land use classification of 56.7-acre parcel from Suburban Corridor to Suburban Neighborhood. The subject property is located on the north side of North James Campbell Boulevard near the intersection of Oakwood Drive. The applicant also requests to rezone the property from CD-3L (Neighborhood Large Lot Character District) to CD-3 (Neighborhood Character District). The current zoning designation permits low density single-family residences at two dwelling units per acre. The requested zoning designation permits medium density single-family residences at four dwelling units per acre.

- The DRC reviewed this proposal at its October 2023 meeting.
- The requested zoning designation is not consistent with Connect Columbia, the City's comprehensive plan.
- The applicant has requested an amendment to the Future Land Use Plan which supports the requested character district.
- The concept plan generally indicates that it is possible to develop the site in conformity with the requested standards. However, greater detail will be required at the time of any subsequent Site Development Plan and Preliminary Plat. If the concept advances to a Site Development Plan, staff will recommend modifications to the concept which will bring it into greater conformity with the standards of the zoning ordinance.
- 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 and plan amendment requests.
- The Planning Commission must make separate motions for the plan amendment and the rezoning.
- 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 Residence	+/- 56.7 Acres



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Suburban Corridor	CD-3L	(Vacant) Single-Family
North	Suburban Corridor	CD-3L	Single-Family
South	Urban Neighborhood	CD-3	Single-Family
East	Urban Neighborhood	CD-3/CD-4	Single-Family
West	Urban Neighborhood	CD-3L/CD-4C/SD-LI	Light Industrial

A vacant single-family home currently occupies the subject site. The property sits between residential properties to the east, north, and south. It is bordered on the west by an industrial property. The property to the west, an approximately 70-acre parcel, is split zoned. It contains sections which are CD-3L, CD-4C, and SD-LI. The future land use of the subject property and the properties to the west is Suburban Corridor. The current zoning in of the site is **not consistent** with Connect Columbia.

CONSISTENCY WITH CONNECT COLUMBIA

The applicant requests an amendment to the future land use map as part of this request. The requested CD-3 zoning is not consistent with the current future land use classification of Suburban Corridor; it is consistent with the requested Suburban Neighborhood future land use classification. Both classifications are described below.

Current Future Land Use Classification

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



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

Requested Future Land Use Classification

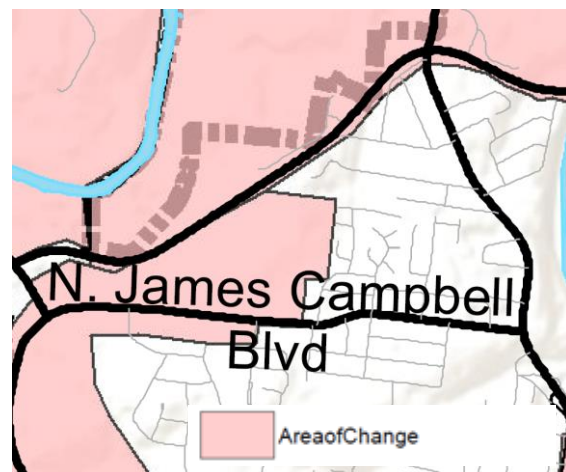
Suburban Neighborhood: The future land use of the subject site is Suburban Neighborhood. The Character Area is conducive to residential development and neighborhoods, with limited, intermixed and compatible civic uses (Connect Columbia, p. 22). The Future Land Use Plan indicates that “the general development pattern is defined by a single use activity on individual lots” (Connect Columbia, p. 22). Green space is largely incorporated on individual lots; neighborhood and community parks should be located within neighborhoods to enhance the quality of life. Development should emphasize connectivity and housing diversity (Connect Columbia, p. 23). The Character Area Matrix from page twenty-two of the Future Land Use Plan (excerpted below) is a guide to approving requests for zoning map amendments and Planned Unit Developments. The future land use classification is implemented by the CD-3L and CD-3 character districts, as well as PUDs.



CHARACTER AREA MATRIX				
	Development Pattern	Zoning Category and Uses	Infrastructure	Design Standard
SUBURBAN NEIGHBORHOOD	Is the property in an Area of Change?	Residential Uses Zoning Category: Low Density Residential District and Medium Residential.	Not in an Area of Change: Limited new services, with mostly in-fill enhancements to existing infrastructure.	<u>Scale:</u> New dwellings and structures should be compatible with the established character of the area.
	No: The development pattern is established. Changes to overall character of the area should rarely occur. Yes: The development pattern is evolving. Changes to the area are likely as development occurs. New development should respect both the natural environment and blend with existing, surrounding neighborhood assets.	Public and Civic Uses Zoning Category: Religious Facilities, Government Facilities (low impact), and Educational Facilities.	Within an Area of Change: Extensions to transportation, water, sewer, and other services should be expected. New service or extensive redevelopment of existing services should be vetted and reviewed by Planning Commission and City Council as a primary element of approval.	<u>Architecture:</u> New developments should include a mix of architectural styles. Residential garages, if front-facing, should be recessed from the front façade of the structure. Civic use should respect the residential character, while providing architectural interest.

AREA OF CHANGE

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



CONFORMITY WITH ZONING ORDINANCE

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant provided a concept plan (i.e. “Sketch Development Plan”) demonstrating that it is possible to develop the property in conformity with the standards applicable to the requested zoning designation. Any development plan/preliminary plat would be required to comply with Zoning Ordinance 4400, adopted on July 14th, 2022. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

Lots, Building Sites & Bulk Standards

- **The concept plan depicts single family lots which generally conform to the CD-3 bulk standards listed in Table 4.3.1-C of the Zoning Ordinance.**
 - The Ordinance established minimum lot widths for single-family home lots:
 - 65’ for single family homes with street-facing driveways; and
 - 40’ for single family homes served by alleys.
 - The Ordinance prescribes setbacks of:
 - 25’ minimum front setback on principal frontages and 20’ on secondary frontages;
 - 8’ side setback; and
 - 25’ 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 130 lots which exceed the minimum lot width and could accommodate homes conforming to the setbacks.
 - Forty-six of the conceptual lots are at least 65’ wide (corner lots are wider).
 - Eighty-four of the conceptual lots are served by alleys. These lots are at least 52’ wide (corner lots are wider).
 - The larger lots are arranged on the outside of the concept plan.

Civic Spaces

- **The concept plan indicated that it is possible to develop the site with required Civic Space in the form of Playgrounds, Greens, and Pocket Parks dispersed throughout the development. Additional details will be required for any subsequent Site Development Plan or Preliminary Plat.**



- Section 5.3.1 of Zoning Ordinance requires any development parcel¹ to utilize at least 5% but no more than 20% of its gross acreage as Civic Space conforming to the standards of Table 5.3.3-A.
- Section 5.3.3 offers eight Civic Space types that include green space, natural areas, pocket parks, etc.
- Each Civic Space type has its own standards for intent, size, frontage, character, and typical facilities.
- Section 5.3.3.B further requires civic space designed and equipped as a playground within 800 feet of each lot within a CD-3 development.
- The concept plan depicts two playground spaces, a mid-block pedestrian connection which breaks up the largest block, and four additional “open spaces” which will presumably serve a Civic Spaces.
- Conformity with the standards for each Civic Space type will be evaluated at Site Development Plan and Preliminary Plat.

Type	Number
Playground	2
Pedestrian Path	1
Other Civic Spaces	4

Tree Preservation

- **Section 4.3.16 of the Zoning Ordinance requires a percentage of existing tree cover to be preserved based upon the existing canopy on the development site.**
 - The concept plan indicates that 22.8 acres of the site (40%) is covered by existing tree canopy.
 - The concept depicts trees preservation of 12.5 acres (54% of existing canopy); which exceeds the minimum requirement.
 - Any subsequent Site Development Plan or Preliminary Plat will require a detailed tree preservation plan which identifies Specimen and Heritage trees, as well as other preservation priorities listed in the Ordinance.
 - The preservation of existing tree canopy may alter the site design.

Thoroughfares, Blocks, and Connectivity

- **Section 5.2 of the Zoning Ordinance requires that new Thoroughfares and Internal Drives be arranged to form blocks, provide for connectivity, and conform to specific standards.**

¹ Development Parcel: a parcel of land: (1) which, either alone or together with one or more other parcels under a common Development scheme, program or plan, is ten (10) or more gross acres; (2) with respect to the Development of which any new Thoroughfare, Internal Drive, or extension or change of the design of any existing Thoroughfare or Internal Drive is required or will be made or proposed; or (3) with respect to which any District assignment or any Thoroughfare or Internal Drive or alignment thereof is proposed to be made or changed by a Zoning Map or Zoning Map amendment. (§ 9.3, p. 490).

- The concept plan depicts new thoroughfares which form blocks, although some lots on the perimeter of the site are not arranged into blocks.
- The concept proposes a connection to the established adjacent neighborhood to the east via an extension of Dalya Lane.²
- Additional future connections are proposed to the north and the west.³
- Some of the proposed lots expose rears to North James Campbell Boulevard, a design which is disfavored by the zoning ordinance. Abutting the rears to property identified as open space circumvents the prohibition of through-lots at **§4.3.3** of the ordinance. Planning staff has provided advisory comments suggesting alternatives which the applicant has acknowledged.

Other Requirements

- **Conformity with other requirements of the Ordinance, including design prescriptions will be reviewed at the time of Site Development Plan 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];⁴*
- 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;*

^{2,3} Plan-left is north on the concept.

⁴ 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.”

- d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

Section **8.5.20** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Future Land Use Map of the Comprehensive Plan. The Planning Commission is the recommending body for amendments of the Future Land Use Map under **§ 8.3.3.B.3** of the Zoning Ordinance. Section **8.5.20.B** allows for concurrent review of Comprehensive Plan Amendments and associated Rezoning; however, “decisions shall be rendered with separate motions.”

Section **8.5.20.F** of the Zoning Ordinance establishes the review criteria for changes to the Future Land Use Map of Connect Columbia, the Columbia’s comprehensive plan:

- 1. Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of all other applicable adopted Land Use Plans;*
- 2. Whether the proposed change would be compatible with the existing land use pattern and designated future land uses;*
- 3. Whether the proposed change would create substantial adverse impacts in the Adjacent area or the City in general;*
- 4. Whether conditions affecting the area have changed to a sufficient extent to warrant the proposed change; and*
- 5. Whether the subject parcel is of adequate shape and size to accommodate the proposed change.*

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. The applicant provided a narrative response to the request.

- Planning also asked the applicant to provide a narrative response to criterion **8.5.20.F** explaining why the request Future Land Use Map amendment is consistent with the intent and guiding principles of Connect Columbia, that the request is compatible with the surrounding area, and that the change will not create adverse impacts upon the surrounding area. This request is intended to aid the Planning Commission in its analysis of the requested change to zoning map. The applicant provided a narrative response to the request.
- Planning also made advisory comments related to the concept plan. Specifically, planning staff noted that the design depicts an arrangement of thoroughfares and blocks which results in lots with rears facing North James Campbell Boulevard. This is disfavored by the zoning ordinance. If the Future Land Use Map amendment and rezoning are approved, any future Site Development Plan should either reposition these lots with rear-to-rear configurations, utilize alternative enfrontment permitted by **4.3.1-C**, or utilize active civic space and effective screening to separate the private space from the public frontage. The applicant acknowledged this comment.
- **Wastewater** provided specific advisory comments related to the location of any required pump station and plans for its future elimination. The utility requests that if the rezoning is approved and the project proceeds to Site Development Plan, any future sanitary sewer designs direct flow toward Dalya Lane, near the northeast portion of the subject site. The applicant acknowledged this request.⁵
- The Office of the **Fire Marshal** provided an advisory comment on the concept plan. If the rezoning is approved and the project proceeds to Site Development Plan, any dead ends must include a fire apparatus turn-around. This would likely only impact the proposed future connection point at the northern portion of the concept.⁶
- Columbia Water System's (**CPWS**) consultant (Inflow) noted that the water availability letter issued on September 1, 2023 will expire in 120 days.
- **Maury County Schools** noted that the site is currently in the attendance zones of Riverside Elementary, Cox Middle School, Central High School. New construction or realignment of school attendance zones may be necessary to accommodate new students. This is a standard comment from the school system.

^{5, 6} Plan-left is north on the concept.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The requested CD-3 zoning is not consistent with Connect Columbia. The subject site's future land use classification is Suburban Corridor. The future land use classification is implemented exclusively by the CD-4C character district, as well as PUDs. The applicant has requested a change to the Future Land Use Map from Suburban Corridor to Suburban Neighborhood. The Suburban Neighborhood future land use is implemented by the CD-3L and CD-3 character districts.

The requested change to the future land use map is not consistent with the proposed update to Connect Columbia. The Planning Commission is currently in the process of completing a five-year update to Connect Columbia. The proposed Future Land Use classification for the subject parcel is City Center Urban Village (CCUV) which, if adopted by the Commission, will be implemented by the CD-4, CD-5, and CD-4C character districts as well as PUDs.

Conditions affecting the area may have changed to a sufficient degree to warrant the Future Land Use Map and Zoning Map Amendments. The comprehensive plan and the zoning ordinance encourage infill development. The subject property is located inside the central part of Columbia and can support higher intensity development without substantial extensions of infrastructure and urban services. In 2017, the Planning Commission designated the property as Suburban Corridor, indicating that the City's land use policy favors higher intensity development of the site. In late 2022 and early 2023, a developer failed to obtain City Council approval of a rezoning to CD-4. In a response to staff comments, the applicant argues that the failure of the previous request.

The plan of development will require modest revision should the project advance to Site Development Plan and Preliminary Plat. As discussed in previous sections, the concept plan demonstrates that it is possible to develop the site in conformity with the standards of the zoning ordinance. However, greater detail will be required at the time of Site Development Plan. In particular, the arrangement of lots on the southern portion of the site may need to be revised and the Planning Commission will require greater detail related to Civic Spaces.

If the Planning Commission recommends approval, the applicant should provide an updated water availability letter and a corrected application prior to first consideration by the City Council. The water availability letter will expire before the City Council could consider the request. In addition, there is an error in the signatures on the application. If the request advances to the City Council, the applicant should correct these potential deficiencies prior to publication of the December 2023 council agenda.

SAMPLE MOTIONS

Future Land Use Map (Comprehensive Plan) Amendment

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 **8.5.20.F** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed change to the Future Land Use Map of Connect Columbia [*, subject to technical comments and other conditions presented by planning staff*].

Deny:

Move to recommend denial of the proposed change to the Future Land Use Map of Connect Columbia 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.

Zoning Map Amendment

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*].

Deny:

Move to recommend denial of the requested rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

Defer:

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



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4496 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100D GROUP E PARCEL 9 LOCATED 807 ATHENAEUM STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND ESTABLISH MARCH 14, 2024 AS THE DATE OF PUBLIC HEARING.

RECOMMENDATION: Approve Ordinance No. 4496 on first consideration and establish March 14, 2024 as the date of Public Hearing.

INFORMATION: The applicant is requesting to rezone the property from CD-3 to CD-4. This property has an existing single-family home and is within the Athenaeum Historic District overlay. The CD-4 zoning district allows for multiple uses, however the concept plan is to use the existing structure as a law office. The Planning Commission reviewed this request at the January 10, 2024 meeting and recommended approval by a vote of five to zero.

ATTACHMENTS: Ordinance No. 4496; Exhibit A; Exhibit B; Staff Report; Concept Plan; Public Comments.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100D GROUP E PARCEL 9 LOCATED AT 807 ATHENAEUM STREET, FROM CD-3 (NEIGHBORHOOD 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 property herein described from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District).

Section 2: Said property to be rezoned, being Tax Map 100D Group E Parcel 9, located at 807 Athenaeum Street, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-3 (Neighborhood 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 10th day of January, 2024, and after a public hearing held on the 14th day of March, 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 14th day of March, 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: _____

W.E.S. – ENGINEERS AND SURVEYORS

2486 Nashville Highway
Columbia, TN 38401
931-388-2329

CD-4 REQUEST – 807 Athenaeum Street

A tract of land located in Maury County, Tennessee. Being all of the property of Clark Quin as recorded in Deed Book R2550, page 233, shown on Tax Map 100D, Group "E", Parcel 009.00, and being more particularly described as follows.

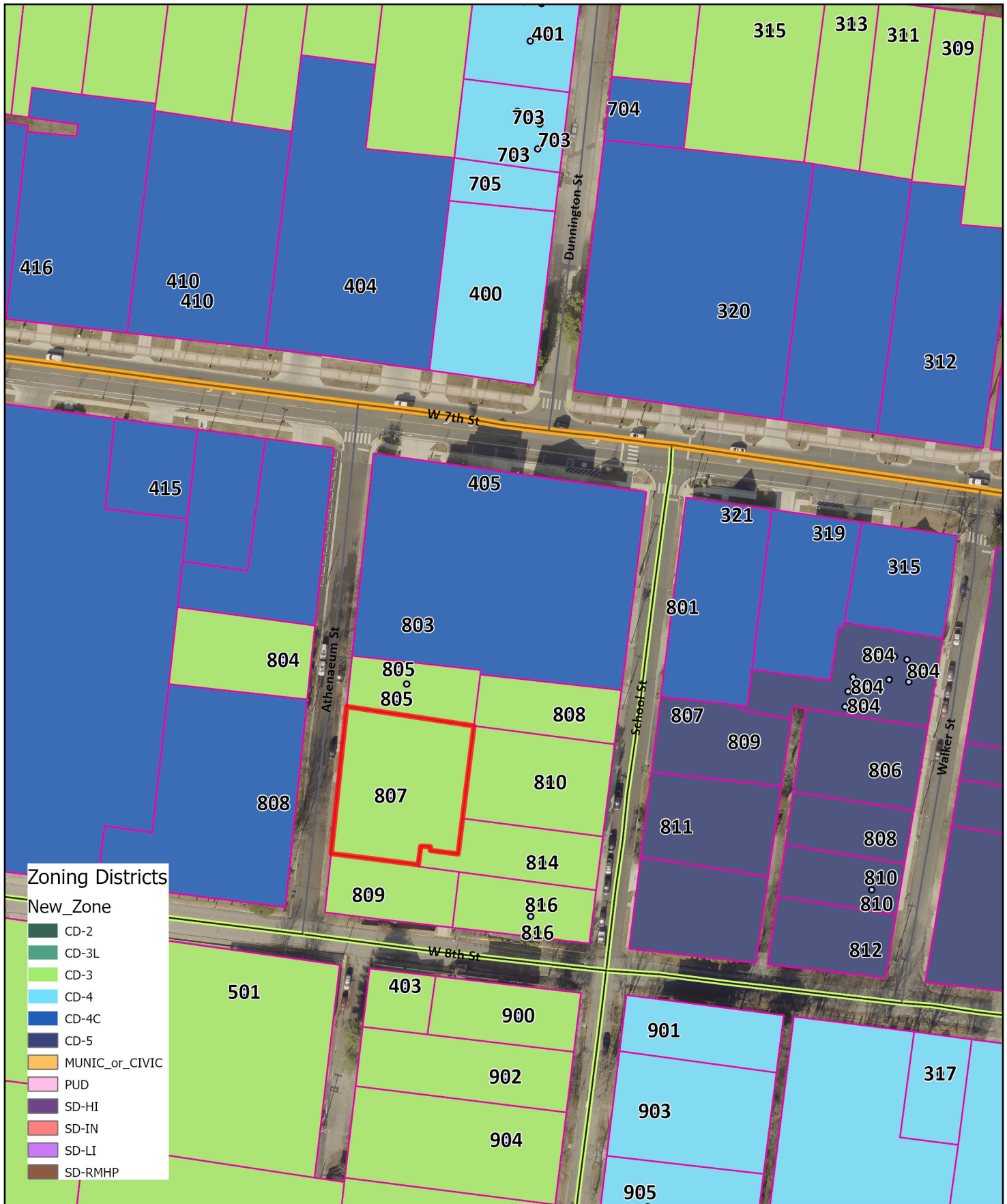
Beginning at an 1" iron pipe, said point being the south west corner of Richard and Lillie Law as recorded in Deed Book R2648, page 768, said point lying SOUTH 02°52'19" WEST a distance of 294' from the intersection of W. 7th Street and Athenaeum Street, having a Tennessee State Plane Coordinate N-468,081.8, E-1,659,168.6 (TDOT CORS).

Thence with the south line of the Law property, SOUTH 81°35'01" EAST a distance of 135.34' to a ½" iron pin with RLS# 1363 cap;
Thence with the west line of Larry and Mary Williams as recorded in Deed Book R2337, page 535, SOUTH 06°25'31" WEST a distance of 123.10' to a 5/8" iron pin found;
Thence with the north line of Phillip and Brandy Young as recorded in Deed Book R1801, page 1406, NORTH 85°50'21" WEST a distance of 24.38' to a found angle iron;
Thence with the same, SOUTH 62°49'00" WEST a distance of 40.03' to a 5/8" iron pin with RLS# 1535 cap;
Thence with the same, NORTH 84°24'13" WEST a distance of 77.13' to a found angle iron;
Thence with the east margin of Athenaeum Stree, NORTH 06°15'44" EAST a distance of 152.04', which is the point of beginning, having an area of 19,185 square feet, 0.44 acres.

There may exist easement/easements either by record or prescription that a complete and accurate title search may reveal. No title research was provided to the surveyor at the time of this survey.

Note: The above property description is based on information gathered during the course of an actual field survey conducted by W.E.S. – ENGINEERS AND SURVEYORS – Job #23603, under the direction of Allen B. O'Leary, Tennessee Registered Land Surveyor Number 1987. All iron pins set are ½" Rebar, with a plastic cap stamped "O'Leary, RLS 1987". All deeds referenced above are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 17TH day of November 2023.

Allen B. O'Leary
TN R.L.S. No. 1987



Ordinance No. 4496 - Exhibit B

807 Athenaeum Street



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

807 Athenaeum

Project #:	23-0475	Location:	Tax Map 100D E Parcel 9.00
Applicant:	WES Engineers & Surveyors	Case Type(s):	Rezoning
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Professional Office

PROJECT SUMMARY

The applicant requests to rezone a 0.44-acre lot on Athenaeum Street. The property consists of a single lot with an existing residence constructed in 1921. The lot is currently zoned CD-3 (Neighborhood Character District). The applicant requests rezoning to CD-4 (General Urban Character District).

- The request is consistent with Connect Columbia, the City's comprehensive plan.
- The applicant intends adaptive reuse of the existing improvements on the property to convert the residential structure to a professional office.
- The lawful nonconforming status of the improvements will depend on the scope of renovations.
- Any significant alteration of the structure will require approval by the Historic Zoning Commission; the property is located within the Atheneum Historic District.
- Subsequent development and division of the property will require review and approval by the Planning Commission or the Zoning Administrator.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.



SITE INFORMATION

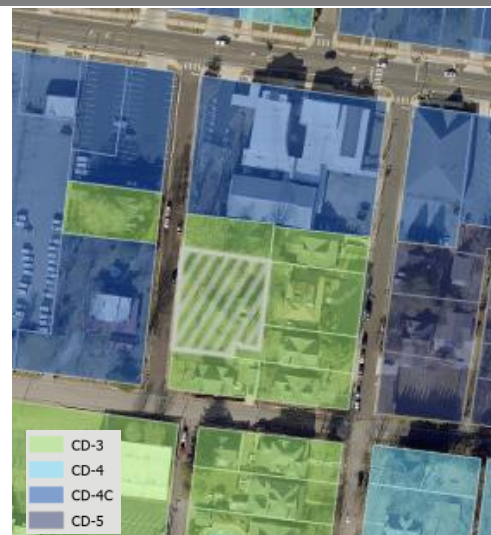
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
CD-3	Single Family	Single Family House	+/-0.44 Acres



FUTURE LAND USE MAP



ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Urban Neighborhood	CD-3	Single-Family
North	Urban Neighborhood	CD-3	Single-Family
South	Urban Neighborhood	CD-3	Single-Family
East	Urban Neighborhood	CD-3	Single-Family
West	Urban Neighborhood	CD-4C	Civic

The subject property is located in the Athenaeum Historic District one block outside of the downtown area. The property enfronts Athenaeum Street on the west. Adjacent properties to the north, south, and east are all single-family homes. The properties on the opposite side of Athenaeum Street include a single-family home, a parking lot, and the Athenaeum museum. There is a wide range of uses and zoning designations in the blocks surrounding the subject site. The area includes churches, a funeral home, the museum, a retail center, offices, and several single-family homes. Many of the structures in the area are of historic significance; all properties on the surrounding blocks are located within an historic district.

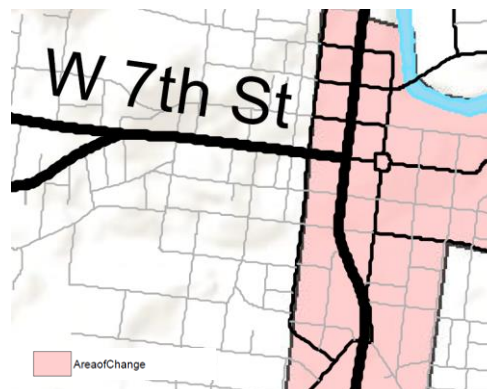
CONSISTENCY WITH CONNECT COLUMBIA

Urban Neighborhood: The future land use of the subject site is Urban Corridor. The Character Area is characterized by wide-ranging mix of uses with intermixed and compatible civic uses. The Future Land Use Plan indicates that the general development pattern is urban with “single- and multi-use activity on small to medium lot sizes (Connect Columbia, p. 28). The specific character of the Corridor relies on the Area of Change determination. Future development should create a pedestrian-friendly environment and should focus on context-responsive development that emphasizes connectivity and access control. (Connect Columbia, p. 29). The future land use classification is implemented by the CD-4 and CD-5 character districts.

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

AREA OF CHANGE

The subject site is not located in an Area of Change (Connect Columbia Map 3). In 2017 the Planning Commission determined that the development pattern was established. 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 may pause to ensure the context of the area surrounding the subject property is considered fully 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”). In this case, the applicant proposes to utilize existing improvements on the property. Section **1.22.2** of the Zoning Ordinance determines when modifications to existing structures must come into conformity with the physical standards of the Ordinance. Furthermore, the structure’s location in a locally designated historic district requires approval by staff and/or the Historic Zoning Commission prior to any exterior modification of the structure, removal of any structure, or anew construction.

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 utilization of the existing building on the site.**
- **The nonconformities provisions of the Ordinance at § 1.22.2**
 - The existing improvements do not conform to the CD-4 bulk standards listed in **Table 4.3.1-D** of the Zoning Ordinance. Specifically, the 44’ setback exceeds the maximum 20’ established by the Ordinance.
 - The property utilizes an unpaved driveway; the Ordinance requires asphalt, concrete, or other hard surface.
 - Any proposed renovation of the existing structure will be reviewed for zoning compliance at the time of building permit. The scope of work will determine when the property must come into conformity with the current physical standards of the Ordinance.
 - Any proposed redevelopment of the site must conform to the standards of the Zoning Ordinance and applicable overlays.
- **The current request establishes the applicable standards for future reviews. The concept plan is not a plan of development and approval of the rezoning request does not establish a vested right.**

Parking

- **The Zoning Ordinance requires that each land use provide parking based on ratios listed at Table 4.3.12.B-1.**

- The conceptual office use requires one parking stall for each 200 square feet of usable floor area.
- The structure includes 3,275 square feet of conditioned space. The precise amount of parking required will depend on the internal configuration of the space when it is adapted to the office use.
- Any change of use is likely to require more parking than the two spaces required for a single-family residence.
- Section **4.3.12.C**, as well as the CD-4 standards in **Table 4.3.1-D** imposed specific requirements on the placement and design of on-site parking. These may be difficult to achieve on the subject site.
- Section **4.3.12.C.20.b** (p. 283) of the Zoning Ordinance also requires handicapped-accessible parking within 250' of the entrance.
- Section **4.3.12.B.3** allows these parking requirements to be met 1) on the site, 2) on the street on the adjacent frontage, or 3) by easement or agreement, or in a public lot, on the same or an adjacent block. The applicant intends to provide parking by easement or agreement with nearby property owners.
- Planning staff will confirm that the required parking is provided during zoning compliance review associated with any future building permit. Parking is likely to be a limiting factor for any future change of use.

Historic Zoning Review

- **The subject property is within the Athenaeum Historic District overlay.**
 - Modification, demolition, or redevelopment of the site requires a certificate of appropriateness from planning staff or the Historic Zoning Commission.
 - Any exterior modification or new construction must conform to the Historic District Design Guidelines.



Historic Districts

- The subject property was listed in the ordinance establishing the Athenaeum District in 2001. The Zoning Administrator's current interpretation is that such identification is equivalent to "contributing" status for nationally designated resources. Demolition of existing contributing resources is generally prohibited under the Historic District Design Guidelines.¹

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its December 2023 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];²*
- 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*

¹ See section 9.1 of the Guidelines "Carefully consider the effects of demolition prior to pursuing approval."

² Ordinance 4400 contains this incomplete sentence. The previous ordinance contained a nearly identical list of criteria at § 3.18.7.B. The corresponding criterion in Ordinance 3638 read "the legal purposes for which zoning exists are not contravened."

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its December 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** directed the applicant to provide a narrative response to criterion at **§ 8.5.19.H.4(e)** explaining why the applicant believes conditions affecting the area have changed sufficiently to warrant the Zoning Map Amendment.
- Planning also advised the applicant to consider the need to conform to current CD-4 standards should the intended residential-to-office conversion require a scope of work which exceeds 50% of the value of the improvements.
- Planning also advised the applicant to consider the feasibility of providing the required parking for the intended use of the property.
- **Engineering** and **Planning** commented on the feasibility of utilizing accessible on-street parking. At resubmittal, the applicant removed this feature of the site.
- Utility providers indicated willingness and capacity to serve. Some included standard caveats about the impact of supply chain disruption on the ability to establish services.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The requested CD-4 zoning is consistent with Connect Columbia; however, the Planning Commission determines the pace of implementation of the Future Land Use Map. The subject site's future land use classification is Urban Neighborhood. The classification is implemented by CD-4 and CD-5. The area around the subject property includes several zoning classifications. Some permit more intense land uses than the requested CD-4 zoning, some are less intense, including the current CD-3 zoning. The applicant posits that conditions affecting the area have changed to warrant the Zoning Map Amendment as required by **8.5.19.H.4(e)**. The Planning Commission can determine that this is accurate. Alternatively, the Planning Commission may determine that circumstances have not changed sufficiently to warrant increased intensity of development rights in the area.

The Athenaeum Historic District overlay limits the development potential of the site. The Historic Zoning Commission has purview over any significant exterior modifications of the existing structure. Demolition and redevelopment of the site would also require Historic Zoning Commission approval. This may negate the public and private benefits of rezoning the property. Conversely, the overlay may provide some level of assurance that future property owners could not easily establish incompatible land uses which are permitted under the CD-4 zoning.

SAMPLE MOTIONS

Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.19.H** 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** 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.



Maury County Association for the Preservation of Tennessee Antiquities (APTA)
Headquartered at the Historic Athenaeum Rectory
808 Athenaeum Street
Columbia, TN 38401

January 10, 2024

City of Columbia, Tennessee
Zoning Board of Appeals
700 N. Garden Street
Columbia, TN 38401

Dear Members:

The Board of the Maury County Association for the Preservation of the Tennessee Antiquities (APTA) is headquartered at the historic Athenaeum Rectory in Columbia, Tennessee. Neighbors of the Athenaeum Rectory have approached our board about the APTA's stance on the rezoning issue you are deliberating today.

We appreciate the investment that Cara Lynn has made in the Athenaeum Historic District. We look forward to seeing her Athenaeum Street home returned to its former glory. Our board also welcomes this new neighbor, recognizing that a law office across from the Athenaeum Rectory will bring new people and attention to the historic site. We find this to be a positive.

With that said, we also understand the concerns of those that live on Athenaeum Street. While most everyone is fine with the idea of a law office coming into the neighborhood, the real concern is for what happens when the home is no longer used as a law office.

The Maury County APTA, in our stewardship of the Athenaeum Rectory, will continue being good neighbors in the district, but we will not make an official stance for or against this issue. We trust the Zoning Board to decide in the best interest of the historic district.

Sincerely,

Kayla Southern, President
Maury County APTA

**Nancy Williams
810 School Street
Columbia TN 38401**

January 2, 2024

Kevin McCarthy
City Planner
City of Columbia
700 North Garden Street
Columbia TN 38401

Dear Mr. McCarthy:

Thank you for the notice of proposed rezoning of 807 Athenaeum Street from CD-3 to CD-4. We live at 810 School Street and this property shares our back property line, so we have an interest in how this property develops.

Our concerns include:

- 1) The many potential uses allowed in the proposed CD-4 Zone
- 2) How commercial use will affect parking on the lot above our retaining wall
- 3) If there will be changes to the property that worsen the existing storm water drainage issues
- 4) Decreased setbacks that are inconsistent with the surrounding residences.

As shown in the photo below from our back patio, this property is uphill and 4-7 feet above our property line behind a one-hundred-year-old retaining wall. The shared property line is about 75 feet, and the existing house is close to the back of our house.

The potential new owner has called to inform us the intent of the rezoning is to allow a law firm. We do not object to having a small law firm operating in the existing home, but the request is not for "law firm zoning," it is for any permitted use in the CD-4 zone (Table 4.3.9.A-1 of the City's zoning ordinance). Spot zoning this lot CD-4 will give a future owner the right to operate a short-term rental, an Inn, a pool hall, a restaurant, a liquor store, a vet clinic and many other businesses which may be incompatible with the private residences or civic uses surrounding the lot. Although some of the allowable uses would be subject to further approval there is no guarantee that a future owner wouldn't find a way to receive that approval.

The area where the lot is located is in the Urban Neighborhood Zone described in the Connect Columbia Land Use Plan (Map 4). In the plan, Urban Neighborhood is said to be characterized by residential development with intermixed and compatible civic uses (page 24). The plan further states that, "Commercial or retail uses are not compatible and should be kept in corridors, centers or special areas" (page 25).

Also, the rezoning will dramatically alter the setback requirements of the lot (Table 4.3.1-A of the zoning ordinance). Current zoning allows for a minimum setback of 8 feet on the sides and 25 feet in the rear for an addition to the house. These setbacks will remain in effect for the existing residential lots but for the newly

zoned commercial lot the setbacks will change to 0 feet on the sides and 3 feet in the rear. It is true that the Historic Zoning Commission would have to issue a Certificate of Appropriateness for this to happen, but historic buildings are altered and changed regularly. It is not difficult to imagine a deck or garage added to the rear of the house and built to within 3 feet of the rear property line altering the character of the adjacent lots.

A unique problem with this lot is the storm water runoff. Water currently runs from the lot in question through the retaining wall, across our patio and into our basement and down the driveway to School Street, sometimes flooding the street if the storm drains are blocked. Most businesses require parking, but a paved lot on that site would worsen the drainage problem.

Again, we don't have a problem with a law firm locating behind us if there is no substantial change to the footprint of the house and no paved parking lot added. We are certain that the owners will be good neighbors. But the potential for more intrusive commercial uses on one spot in our neighborhood and the potential for those uses to make existing problems worse are real concerns. If there are creative ways to address those concerns, we welcome them.

Sincerely,

Nancy Williams



The structure on the left is the back of our house at 810 School Street. The retaining wall is ours, and the structure on the right is the back of 807 Athenaeum Street.

Melissa Sanders

From: Phillip Young <phillip@thompsonburton.com>
Sent: Tuesday, January 9, 2024 11:01 AM
To: Kevin McCarthy
Cc: Robert Archibald; Austin Brass; Melissa Sanders; Cara Lynn
Subject: Re: [Caution External Email] - Zoning in Athenauem Historic Zone

Kevin,

Just wanted to reach out and let you know that Cara Lynn has satisfied all of my concerns about the rezoning request for the Athenauem property adjacent to mine. I have no objection to the rezoning request and do not plan to participate in the meeting this week. (I live at 814 School Street)

Thompson Burton PLLC
Redefining the Art of Law.

Phillip Young
One Franklin Park
6100 Tower Circle, Suite 200
Franklin, TN 37067
Direct Dial: [\(615\) 465-6008](tel:(615)465-6008)
phillip@thompsonburton.com
www.thompsonburton.com



*Please refer to our [email disclaimer](#) page for important disclosures regarding this electronic communication.

On Dec 27, 2023, at 1:42 PM, Kevin McCarthy <kmccarthy@columbiatn.com> wrote:

Good afternoon, Mr. Young. The applicant for the rezoning at 807 Athenaeum, Ms. Cara Lynn, asked us to share her contact information with individuals who ask for information about the request. Her email is sclynn@tflaw.com if you would like to contact her.

Thanks!

Kevin C. McCarthy, AICP
City Planner
700 N. Garden Street
Columbia, TN 38401
Office Phone: 931.560.1531
kmccarthy@columbiatn.com



Dear City of Columbia Planning Commission,

My name is Bennett Moon, and I am the 3rd generation of my family to live on Athenaeum Street following my grandparents, Alice & Reuben Algood and mother, Becky Moon.

Since I could walk, I have explored and loved living in downtown Columbia - especially this beloved historic district of what once was the prestigious girl's school campus.

I did not have any local neighborhood playmates as a child because this area is mostly - and to no surprise - businesses, churches, government/municipal offices, or banks.

To my knowledge, there are only five "official" historic neighborhoods in our city:

The Square/Downtown,

West 6th,

West 7th,

Athenaeum St.

& Barrow Court.

Our historic neighborhood has the least amount of homes **that are lived in** as residences out of all of them.

If we lose 807 Athenaeum St. to commercial with this proposed spot zoning, then that would leave only **THREE** houses on the **ENTIRE STREET** that a family could live in and call home.

It would be a devastating loss for this community for generations to come.

Over the last 60 years, my family has witnessed the church next door to be allowed to tear down beautiful homes (*3 to be exact*) to make parking lots for their congregation. That is why our house (804 Athenaeum) is the only remaining livable home on the side of the street as the Athenaeum Rectory.

The church was also allowed to tear down 2 brick cottages across the street in the last 20 years for their gymnasium.

Luckily, in the last 10 years we were able to save the cottage directly across from our home being torn down for more parking spaces and now - a wonderful family (Richard & Toria Law + toddler) renovated it and it is a fantastic example of keeping this community vibrant & healthy with people continuing to occupy homes.

I want to be clear, I am not opposed to the growth of our amazing city -- I am delighted to see the "fresh faces" on the buildings I worried would be lost forever to disrepair.

I have no issue with Cara's law firm and I am sure that her husband Ty Cobb will make the home very fire secure and safe with his position as Chief....but it will still be a loss of livable homes in our neighborhood at the end of the day.

I am sure they will do a nice job restoring/renovating the house as it needs major structural reinforcements due to neglect.

My genuine concern when it comes to this spot zoning request of 807 to commercial use is **SPECIFICALLY the open-ended nature** of what that designation could trickle down to affect this community for **decades to come.**

The Lord willing, I plan to grow old & raise my own children on this street and the reality of this situation is - if it were to be approved as commercial - is that when the law firm concludes its use of the property in 10, 20 years and decides to sell it....then what might the new commercial occupants/owners put there instead?

A beauty salon? A vape store? A paycheck advance loan business?

Will property values be so expensive that a wealthy developer will purchase the house & large plot just to tear it down to form multiple tall condos with storefront on the bottom level like they have done in other parts of Middle TN at the detriment of the community it surrounds?

A few blocks away is Walker Street behind the radio station, and that is a good [unfortunate] example of old beautiful homes that could be used for housing, but they went commercial decades ago and remain niche businesses like the antique store or the clothing consignment store on the corner - but are not "thriving" businesses that bring major revenue for the city. Those houses never have had the chance to go back to residential use and add to the already limited housing options in downtown Columbia.

Thank you for your time & consideration on this matter,

Bennett Moon
804 Athenaeum Street
Columbia, TN 38401



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 OF ORDINANCE NO. 4497 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING ARTICLES 8.3.6 AND 8.5.15 INCLUDING ANY SCRIVENER ERRORS THROUGHOUT THE SAME AND ESTABLISHING MARCH 14, 2024 AS THE DATE OF PUBLIC HEARING - CITYWIDE

RECOMMENDATION: Approve Ordinance No. 4497 on first consideration and establish March 14, 2024 as the date of Public Hearing.

INFORMATION: Zoning Ordinance 4400 was adopted July 2022. Over the past eighteen months since adoption, certain items and areas have been identified needing correction, revision or improvement for applicability. Sections and Articles will start to be presented in 2024 for these to be reviewed and/or addressed. The attached revisions include an update to Architectural Design Review under Articles 8.3.6 and 8.5.15, along with simple editorial corrections. The Planning Commission reviewed this request at the January 10, 2024 meeting and recommended approval by a vote of four to zero.

ATTACHMENTS: Ordinance No. 4497; Exhibit A; Staff Report.

**AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE
REGARDING ARTICLES 8.3.6 AND 8.5.15 INCLUDING ANY SCRIVENER
ERRORS THROUGHOUT THE SAME**

WHEREAS, Section §13-7-201 of the Tennessee Code Annotated empowers the city to enact a zoning ordinance and to provide for its administration, enforcement, and amendment; and

WHEREAS, the City Council deems it necessary for the purpose of promoting the health, safety, morals and general welfare of the city to enact such an ordinance; and

WHEREAS, the City Council, pursuant to the provisions of Section §13-4-101 of the Tennessee Code Annotated has appointed a Planning Commission to recommend the appropriate regulations to be enforced therein; and

WHEREAS, on the 10th day of January 2024, the Planning Commission reviewed and recommended specific changes in accordance to Section 8.5.18, to the Zoning Ordinance regarding Articles 8.3.6 and 8.5.15 including any scrivener errors in same. Exhibit A is attached hereto and incorporated herein by reference. Said recommendation is being considered after a public hearing held on the 8th day of February, 2024, notice of which was published in the Daily Herald of Columbia fifteen (15) days or more prior to said meeting.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That Ordinance number 4400, the same being the Zoning Ordinance of the City of Columbia, Tennessee is hereby amended by revising the standards as attached in Exhibit A, and B;

Section 2: That pursuant to Section 8.5.18.J.4, the City Council makes the following specific findings:

- a. The extent to which the proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements;

- b. The extent to which the proposed Zoning Ordinance Amendment represents a new idea not considered in this Ordinance, or represents a revision necessitated by changing circumstances over time;
- c. Whether or not the proposed Zoning Ordinance Amendment corrects an error in this Ordinance; and
- d. Whether or not the proposed Zoning Ordinance Amendment revises this Ordinance to comply with state or federal statutes or case law.

Section 3: That ordinances or parts of ordinances in conflict herewith are hereby repealed

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
COLUMBIA, TENNESSEE, this the 14th day of March, 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: _____

Proposed Zoning Text Amendment

Additions are Underlined
Deletions are Strikethrough

§ 8.3.6 Architectural Design Review TeamCommission (p. 399)

- 1 A. ~~Creation~~—There is hereby created the Architectural Design Review
2 TeamCommission for the purpose of reviewing Development
3 applications that are subject to design review pursuant to this
4 Ordinance.
- 5 B. As authorized by T.C.A. Section 6-54-133, the Columbia Municipal
6 Planning Commission is designated the city's Architectural Design
7 Review Commission, with the authority to develop, adopt, and
8 apply general guidelines for the exterior appearance of properties
9 within the City of Columbia. Membership.
- 10 C. In addition to the design standards incorporated in this ordinance,
11 the Planning Commission may develop and adopt exterior
12 appearance guidelines that are applicable throughout the city as
13 well as exterior appearance guidelines that are applicable only to
14 specified areas within the city.
- 15 ~~C. — Removal.~~
16 ~~The City Council may remove and replace any member which it has~~
17 ~~appointed for cause.~~
- 18 ~~D. — Meetings.~~
19 ~~Meetings shall be held on an as-needed basis.~~
- 20 ~~E. — Rules of Procedure.~~
21 ~~The Architectural Design Review Team shall shall adopt rules of~~
22 ~~procedure, which shall include at a minimum the following:~~
- 23 ~~1. An affirmative vote of a majority of the eligible~~
24 ~~members of the Architectural Design Review Team~~
25 ~~present and voting shall be required for all~~
26 ~~recommendations; and~~

*Tennessee cities
are authorized to
designate their
Planning
Commission as
the Design Review
Commission.*

*TCA 6-54-133
uses the phrase
"Design Review
Commission."*

Proposed Zoning Text Amendment

Additions are Underlined

~~Deletions are Strikethrough~~

2. ~~Failure of the Architectural Design Review Team to meet or to review a particular application within 30 days of the submittal of such application to the Team shall be deemed to be a recommendation of approval by the Team.~~

F.D. Powers & Duties

1. ~~The Architectural Design Review~~Planning~~Team~~Commission shall be responsible for reviewing and making recommendations regarding proposals for Site Development Plan, Building Permit, or Planned Unit Development approval for compliance with the applicable architectural design standards.

2. The Planning Commission may approve alternative materials and methods of compliance which, in the determination of the Planning Commission, provide aesthetic value which meets or exceeds the prescribed standards.

~~1.3.~~ The Zoning Administrator may approve alternative materials and methods of compliance with design standards for existing structures and Site Development Plans for which the Zoning Administrator is the Decision-Making Authority. The alternative means of compliance must provide aesthetic value which meets or exceeds the prescribed standards. The Zoning Administrator may refer any determination of alternative compliance to the Planning Commission. Any property owner may appeal the Zoning Administrator's determination to the Planning Commission. The appeal shall be by a written notice to the Zoning Administrator, stating: the guideline at issue; the alternative compliance proposed; and, the owner's reasons for seeking relief from the guideline. The appeal shall be treated as a site development plan for purposes of assessing fees and application requirements.

Proposed Zoning Text Amendment

Additions are Underlined

~~Deletions are Strikethrough~~

- 63 2. ~~Review by the Architectural Design Review~~
64 Team~~shall be limited to the criteria established~~
65 within this Ordinance.
- 66 3. ~~As necessary, the Architectural Design Review Team~~
67 shall ~~periodically review and make~~
68 recommendations ~~regarding any necessary changes~~
69 to the ~~Building Facade Regulations within this~~
70 Ordinance.

71 E. Appeals

- 72 1. Any property owner affected by the guidelines for
73 exterior appearance may appeal a decision under
74 those guidelines to the City Council. The appeal
75 shall be by a written notice to the Zoning
76 Administrator, stating: the guideline at issue; the
77 alternative compliance proposed; and, the owner's
78 reasons for seeking relief from the guideline. The
79 appeal shall be treated as a site development plan
80 for purposes of assessing fees and application
81 requirements.
- 82 2. The decision of the City Council shall be final and
83 binding.

84 G.F. Annual Report.

85 The Architectural Design Review ~~Team~~Commission shall prepare an
86 annual report and submit it to the City Council. The annual report
87 shall include a comprehensive review of the activities and actions of
88 the Architectural Design Review ~~Team~~Commission and any ~~other~~
89 recommendations for changes to this Ordinance.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 8.5.15 Design Review (p. 437)

90 A. Intent.

91 Design Review by the Architectural Design Review ~~Team~~Commission
92 is intended to protect the physical character of the City through
93 additional review of certain proposed Developments meeting
94 certain criteria.

95 B. Applicability.

96 Prior to issuance of a Building Permit, or concurrent with approval
97 of a Site Development Plan, or Preliminary Planned Unit
98 Development Master Plan, Design Review shall be required for the
99 following:

- 100 1. Design of all Buildings and Structures within a Special District;
101 and
102 2. Design of all Buildings and Structures Buildings within a Planned
103 Unit Development District.

104 C. Pre-Application Conference.

105 Applicants for Development requiring Design Review are
106 encouraged to schedule a pre-application conference in accordance
107 with Section 8.5.4.B.

108 D. Action by Architectural Review ~~Team~~Commission.

109 All reviews by the Architectural Design Review ~~Team~~Commission
110 shall be in accordance with the following procedures:

- 111 1. Upon receipt of an application for Design Review which in
112 the judgment of the Zoning Administrator is sufficiently
113 complete to enable the Architectural Design Review
114 ~~Team~~Commission to conduct a review, the Zoning
115 Administrator shall set a meeting for initial review as soon
116 as reasonably possible, but in no case later than 30 calendar
117 days after receipt of a complete application.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

2. Applicants are encouraged (but not required) to begin the process with a conceptual presentation of the project to the Architectural Design Review Team at the initial review meeting.

3. In cases where the ~~Architectural Design Review Team~~Planning Commission deems it necessary, it may hold a public hearing concerning the application. Such hearing shall be advertised in accordance with Section 8.5.4.D.2, Published Notice.

E. Approval Authority.

For all applications that include Buildings ~~that~~which are subject to Design Review, the ~~Architectural Design Review Team~~Planning Commission shall ~~make a recommendation to approve or deny~~ a proposal.

F. Design Review Criteria.

In their consideration, the ~~Architectural Design Review Team~~Planning Commission shall consider the following:

1. Compatibility with the surrounding Structures; and
2. Compliance with applicable design standards and requirements of this Ordinance or ~~the~~any applicable Development Plan or Master PUD Development Plan.

Design Review Zoning Text Amendment

Project #:	23-0528	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This request was originally part of a larger package of quarterly Zoning Text Amendments. This proposal relates to the Architectural Design Review Team. The Planning Commission directed staff to separate this topic from the others for discrete consideration. Two alternative proposals are presented to for consideration by the Planning Commission.

- The Zoning Administrator proposes amendments to the text of the Ordinance at **§ 8.3.6** and **§ 8.5.15**.
- Staff requests that the Planning Commission provide policy recommendation related to the continued use of a stand-alone Architectural Design Review Team.
 - Alternative One changes the name of the Design Review Team, increases its size, and provides for the election of officers.
 - Alternative Two dissolves the Design Review Team, designates the Planning Commission as the city's design review entity, delegates some authority to the Zoning Administrator, and provides for alternative compliance.
 - Both proposals add a process for appeal related to design review.
- The Planning Commission is a **recommending body** for zoning text amendments. The City Council is the decision-making authority.
- The staff comments section details the proposed changes, which are provided in the agenda packet in ~~strike-throughs~~ and underlines.
- Planning Commission may recommend adoption of the proposed text, modify the proposal, or decline the request.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

REVIEW PROCESS

Section **8.5.16** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the text of the Ordinance. The Planning Commission is the recommending body for text amendments under **§ 8.3.3.B.2** of the Zoning Ordinance.

Section **8.5.18.C** of the Zoning Ordinance requires that Planning Commission determine that the proposed changes are consistent with the comprehensive plan.

8.5.18.G of the Zoning Ordinance establishes the review criteria for approval of all changes to the text of the Ordinance:

- a. The extent to which the proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements;*
- b. The extent to which the proposed Zoning Ordinance Amendment represents a new idea not considered in this Ordinance, or represents a revision necessitated by changing circumstances over time;*
- c. Whether or not the proposed Zoning Ordinance Amendment corrects an error in this Ordinance; and*
- d. Whether or not the proposed Zoning Ordinance Amendment revises this Ordinance to comply with state or federal statutes or case law.*

The criteria for City Council action on a Zoning Ordinance Amendment at **§ 8.5.18.J.4** are identical to the criteria for Planning Commission review at **8.5.18.G.3**.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

Planning staff requests that the Planning Commission recommend its preferred policy for design review. The City of Columbia utilizes a stand-alone Design Review Team. Under the previous zoning ordinance, the Team was composed of staff and citizen members. The scope of the team was wide ranging. The scope of the Design Review Team is currently more limited. The Team now has only three members and no chair. Items reviewed by the Team are subsequently reviewed by the Planning Commission.

Alternative One

The text amendment improves the functioning of the Architectural Design Review Team. Upon the request of the Architectural Design Review Team, the Zoning Administrator proposes amendments to the text of the Ordinance at **§ 8.3.6** and **§ 8.5.15**. The proposed revisions include organizational changes which will resemble other review boards. The changes also clarify the

timing of design review. Finally, the proposal reiterates that decisions of the Design Review Team are appealable to the Planning Commission, as provided by state statute. The Planning Commission may also consider alternatives to the current stand-alone design review process.

Specific revisions to § 8.3.6 and § 8.5.15 provided in the proposed text amendment include:

- Modification of the name from Design Review Team to Design Review Commission in order to mimic the terminology of the enabling legislation (See proposed text amendment L2);
- An increase in the number of members in order to replace the *ex officio* staff positions which served Design Review Team under the previous ordinance, and create a voting quorum greater than two individuals (L12 – L20);
- Provide for the election of a chair and other officers. Currently, planning staff facilitate the meetings (L24-L27);
- Clarification that design review must occur prior to Planning Commission consideration of a related request (L50 – L52, L74 – L76);
- Establishes that property owners may appeal decisions of the Design Review Team to the Planning Commission, mirroring the enabling legislation (L123 – L124);
- Renumbers paragraphs throughout the text; and
- Corrects terminology throughout the document.

Alternative Two

The enabling legislation allows municipalities to appoint their Planning Commission to act as the design review commission. This is a common practice among Middle Tennessee cities. In 2024, Planning staff intends to recommend changes to the Ordinance which will permit opportunities for alternative compliance to some design standards under limited circumstances approved by the design review commission. Eliminating the stand-alone body and appointing the Planning Commission as the design review entity may streamline the review process and clarify the decision-making authority for all elements of a site development plan. On the other hand, retaining a stand-alone Architectural Design Review Team allows for more focused review of façade design.

The Planning Commission may recommend approval of the other text amendments, decline to act on the changes to § 8.3.6 and § 8.5.15, and direct staff to prepare an alternative text amendment designating the Planning Commission as the City's design review entity.

SAMPLE MOTIONS

Approve: Move to find, based on the analysis provided by city staff, that the criteria listed in section **8.5.18** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed text amendment.

Deny: Move to recommend denial of the requested text amendment having found, based on the analysis provided by city staff, that the criteria listed in section **8.5.18** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial and provide direction to staff*].

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 direct staff to provide: [*list additional information*] for review at a future meeting.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad Jablonski, tjablonski@columbiatn.com 931.560.1580

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4498 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL AND WASTEWATER FUNDS AND ESTABLISHING MARCH 14, 2024 AS THE DATE OF PUBLIC HEARING – FINANCE.

RECOMMENDATION: Approve Ordinance No. 4498 on first consideration and establish March 14, 2024 as the date of Public Hearing.

INFORMATION: The proposed ordinance is the third 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:

- Budget \$150,000 for Phase II of the Army Core of Engineers Study,
- Budget \$97,182,046 for new Wastewater Treatment Plant project.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2024 by \$97,332,046 to \$201,154,063.

ATTACHMENTS: Staff Report, Ordinance No 4498, Supporting Documentation, FY 2024 Budgeted Expenditure Summary.

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE
NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL AND WASTEWATER
FUNDS

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4464 as amended, the same being the Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2023 through June 30, 2024, be amended. That the total budget appropriation for the fiscal year be increased from \$103,822,017 to \$201,154,063, an increase of \$97,332,046.

Section 2: That the budget appropriations shall be revised as follows:

General City Admin total of \$14,349,581 be amended to \$14,499,581, an increase of \$150,000.

Wastewater total of \$25,679,921 be amended to \$122,861,967, an increase of \$97,182,046.

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 18th day of February, 2024, 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 MARCH, 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 #3
1st Consideration - February 8th (2/8/24)

General City Admin

Budget funds for Army Core of Engineers Study	\$ 150,000.00
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Total General City Admin	\$ 150,000.00
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TOTAL GENERAL FUND	\$ 150,000.00
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Wastewater

Budget funds for Wastewater Treatment Plant Project	\$ 97,182,046.00
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Total Wastewater	\$ 97,182,046.00
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Total Increase - All Funds (First Consideration)	\$ 97,332,046.00
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CITY OF COLUMBIA
FY 2024 APPROPRIATION AMENDMENT #3
First Consideration 2/8/24

1) Budget funds for Army Core of Engineers Study

Cost estimate provided by Army Core of Engineers

Increase Revenues

110-37110	150,000.00	Prior Year Revenue
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Increase Expenditures

110-41900-250	\$ 150,000.00	General City Admin-Miscellaneous - Professional Services
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2) Budget funds for Wastewater Treatment Plant Project

Increase Revenues

412-33150	\$10,000,000.00	ARPA Federal Assistance
412-37110	\$10,000,000.00	Retained Earnings
412-36922	<u>77,182,046.00</u>	2023 Bond issue
	\$97,182,046.00	Total

Increase Expenditures

412-52213-930	95,279,796.00	Construction
412-52213-930	<u>1,902,250.00</u>	Engineering
	\$97,182,046.00	Total

FY 2024 Budget Summary - AA#3						
2/8/2024						
		SERVICES &		CAPITAL	DEBT	AA#3
Departments	PERSONNEL	SUPPLIES	TRANSFERS	OUTLAY	SERVICE	FY 2024
City Council	\$89,937	\$355,900	\$0	\$0	\$0	\$445,837
Legal Services	\$61,460	\$217,100	\$0	\$0	\$0	\$278,560
Management Info Systems	\$349,433	\$283,629	\$0	\$495,729	\$0	\$1,128,791
City Manager	\$472,107	\$301,888	\$0	\$0	\$0	\$773,995
Finance & City Recorder	\$1,064,515	\$60,398	\$0	\$0	\$0	\$1,124,913
Human Resources	\$253,588	\$30,365	\$0	\$0	\$0	\$283,953
General City Admin	\$1,669,574	\$5,831,898	\$4,887,279	\$2,110,830	\$0	\$14,499,581
Police	\$9,869,324	\$2,189,067	\$0	\$837,294	\$0	\$12,895,685
Fire	\$8,267,603	\$888,468	\$0	\$824,560	\$0	\$9,980,631
Streets & Maintenance	\$3,128,560	\$684,955	\$0	\$2,087,895	\$0	\$5,901,410
Development Services	\$1,963,944	\$439,520	\$0	\$30,000	\$0	\$2,433,464
Parks & Recreation	<u>\$2,249,673</u>	<u>\$662,039</u>	<u>\$0</u>	<u>\$785,048</u>	<u>\$0</u>	<u>\$3,696,760</u>
Total General Fund	\$29,439,717	\$11,945,227	\$4,887,279	\$7,171,356	\$0	\$53,443,579
State Street Aid Fund	\$0	\$1,826,823	\$75,000	\$269,362	\$0	\$2,171,185
N&V Chief's Fund	\$0	\$90,000	\$0	\$0	\$0	\$90,000
Street & Transportation Fund	\$0	\$75,100	\$0	\$0	\$0	\$75,100
Drug Fund	\$0	\$61,053	\$40,000	\$70,000	\$0	\$171,053
Solid Waste (Sanitation) Fund	\$1,785,195	\$2,245,178	\$75,993	\$760,094	\$0	\$4,866,460
Debt Service Fund	\$0	\$0	\$0	\$0	\$1,614,410	\$1,614,410
Capital Projects Fund	\$0	\$0	\$0	\$15,860,308	\$0	\$15,860,308
Wastewater (Sewer) Fund	<u>\$3,726,603</u>	<u>\$5,303,476</u>	<u>\$0</u>	<u>\$109,924,954</u>	<u>\$3,906,934</u>	<u>\$122,861,967</u>
Grand Total	\$34,951,516	\$21,546,858	\$5,078,272	\$134,056,074	\$5,521,344	\$201,154,063